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JOINT EDITORIAL BOARD
for
UNIFORM REAL PROPERTY ACTS

July 8, 2016

Regulations Division, Office of General Counsel
Department of Housing and Urban Development
451 7th Street, SW, Room 10276
Washington, DC 20410-0500

Re: Docket No. FR-5353-P-01
RIN 2502-AI79
Federal Housing Administration (FHA):
Strengthening the Home Equity Conversion Mortgage Program

Ladies and Gentlemen:

The Joint Editorial Board for Uniform Real Property Acts (JEBURPA) offers the following comments on the above-referenced Proposed Rule on the FHA's Home Equity Conversion Mortgage Program. Specifically, the JEBURPA wishes to express its concern that the Proposed Rule demonstrates insufficient respect for the integrity of the laws of over 20 states in which state law provides condominium and/or homeowners' associations with limited lien priority over otherwise-first mortgage laws. As a result, the JEBURPA urges the FHA to modify the Proposed Rule to eliminate the portion of the Proposed Rule reflected in proposed 24 C.F.R. § 206.136, which would require that a reverse mortgage have full priority over a condominium or homeowners' association lien to be eligible for assignment.

The Joint Editorial Board for Uniform Real Property Acts (JEBURPA)

The JEBURPA is comprised of representatives from the American Bar Association's Real Property, Trust and Estate Law Section, the American College of Real Estate Lawyers, and the Uniform Law Commission (ULC), as well as liaison members from the American College of Mortgage Attorneys, the Community Associations Institute, and the American Land Title Association. The JEBURPA advises the ULC as to prospective uniform law projects relating to real estate, prepares interpretive commentary as appropriate with respect to uniform laws relating to real estate, and seeks to promote law reform by encouraging states to adopt existing uniform and model real estate laws.

The comments below reflect the collective views of the individual members comprising the JEBURPA. The comments have not been officially approved by the ULC and do not reflect the official position of the ULC or any of the

JEBURPA's constituent organizations, some of which may submit their own official comments regarding the above-referenced proposed rule.

Background: The Role of Association Assessments

In the modern common interest community (the most common forms of which are the condominium, the planned community, and the cooperative), each unit or parcel is subject to an assessment for its proportionate share of the common expenses needed to operate the owners' association (the "association") and to maintain, repair, replace, and insure the community's common elements and amenities. Assessments constitute the primary source of revenue for the community, and the ability to collect assessments is crucial to the association's ability to provide the maintenance and services expected by community residents. If some owners do not pay their proportionate share of common expenses, the association is forced to shift the burden of delinquent assessments to the remaining unit owners through either increased assessments or reduced services and maintenance, potentially threatening property values within the community. When associations cannot raise and collect the funds needed to maintain common property, the value of lots/units within the community declines. This not only punishes innocent community residents who are current in paying their assessments, but also harms lenders holding mortgages on those lots/units by reducing the value of their collateral.

The ability of the association to raise funds for common expenses has become more significant over time because associations provide many services that replace services customarily provided by municipalities and funded through real estate taxes. For several decades, municipal planning increasingly has mandated the use of common interest communities as a means to shift fiscal responsibility for services from local government to the private sector. Many community associations must provide and/or pay for infrastructure, street maintenance, snow removal, public lighting, trash collection, and other services historically furnished and financed by local government through real estate tax collections. See, e.g., Mark Weiss & John Watts, *Community Builders and Community Associations: The Role of Real Estate Developers in Private Residential Governments*, Residential Community Associations: Private Governments in the Intergovernmental System 100-102 (1989) (noting the tendency of local governments to engage in "load-shedding" of municipal services onto common interest community associations). To a significant extent, the modern community association is akin to a "mini-government," and this makes it even more critical that the association's assessment structure is sufficient to enable the association to perform its obligations.

To facilitate the association's ability to collect assessments, the recorded declaration that creates the common interest community (as permitted by applicable law in each state) provides that assessments unpaid by an owner constitute a lien on the owner's unit/parcel. In theory, the lien provides the association with the leverage needed to assure timely collection of assessments. If an owner fails to pay assessments, the association can institute an action to foreclose on the owner's interest in the unit/parcel and can use the proceeds of the foreclosure sale to satisfy the balance of the unpaid assessments (along with interest, costs, and to the extent authorized by the declaration and applicable law, attorney's fees incurred by the association in enforcing its lien).

Background: Association Liens vs. Mortgage Liens — The Uniform Laws and Their “Limited Priority” Lien for Association Common Expenses

Because most lot/unit owners in a common interest community obtain an institutional mortgage loan to finance the purchase of their units, the presence of the association’s lien for common expense assessments creates a potential priority dilemma. The resolution of this priority dilemma is of critical importance to the financial health of the association, particularly in the situation where a lot/unit’s value is not sufficient to cover both the unpaid mortgage balance and the unpaid assessment balance (a prevalent situation in many real estate markets during the recent recession). On such an “underwater” property, if the mortgage lien has first priority, the association’s lien essentially has no value. The association theoretically can still foreclose, but because a foreclosure sale could only deliver title subject to the first mortgage, the association’s sale would attract no bidders. As a result, to meet its budgeted obligations in this situation, the association must either increase assessments on non-defaulting unit owners (to the extent the declaration permits) or cut community maintenance or services.

Many first-generation condominium statutes were based upon the Model Statute for the Creation of Apartment Ownership, promulgated by the Federal Housing Authority in 1962. Section 23(a) of the Model Statute provided that “All sums assessed by the Association ... but unpaid for the share of the common expenses chargeable to any [unit] shall constitute a lien on such [unit] prior to all other liens except only (i) tax liens on the [unit] ... and (ii) all sums unpaid on a first mortgage of record.” This approach was consistent with the likely result that would have followed at common law, at least where the first mortgage was a purchase money mortgage (as would customarily be the case). Under state law, a purchase money mortgage has priority over prior liens arising through the mortgagor, which would include prior judgment liens and, presumably, an association lien (even if that lien would have related back to the date the declaration was recorded).

As a policy matter, this approach was subject to substantial criticism (especially in the context of condominiums and cooperatives) because association liens for common expenses are economically analogous to real estate taxes, which in all states take priority over otherwise-first mortgage liens. To a significant extent in the common interest community setting, expenditures for common amenities and services are economically analogous to local municipal expenditures for public infrastructure and services. Tax payments go to provide for police and fire services, street maintenance, schools, parks, and other public goods, the availability of which makes the community more appealing and which thus are said to maintain or enhance the value of real estate within the community. A landowner’s nonpayment of taxes compromises the municipality’s ability to meet its budgeted level of maintenance and services, and thus the municipality’s tax lien serves to facilitate the municipality’s ability to ensure the necessary stream of tax revenues. Legally, because the mortgagee has only a lien on the property prior to foreclosure, and the mortgagee has no legal liability for unpaid taxes that accrue prior to the mortgagee’s acquisition of title in a foreclosure sale—even though the value of the mortgagee’s security is preserved through the municipality’s expenditures for infrastructure and services. Thus, to

prevent the unjust enrichment of the mortgagee, state law has traditionally accorded the real estate tax lien with priority over an otherwise-first mortgage lien.¹

Within the common interest community, assessments fund the provision of community infrastructure and services for the common benefit of all owners within the community. Lot/unit values within the community are preserved or enhanced by adequate maintenance of community improvements, desirable services, and the collection of adequate reserves for future capital needs. A first mortgage lender holding a lien on a lot/unit within a common interest community enjoys the benefit of having the value of its security preserved by the association's assessment expenditures, but without incurring any personal liability for nonpayment of the assessments allocated to that unit.

For this reason, the drafting committee for the Uniform Condominium Act (promulgated by the ULC in 1978) concluded that the approach of the FHA Model Statute and first-generation condominium statutes was unacceptable—that mortgagees were unjustly enriched by enjoying complete priority over association liens while simultaneously enjoying the benefit of common expenditures for which the mortgagees incurred no legal liability prior to taking title at a foreclosure sale. At the same time, the drafting committee concluded that while common expense assessments were economically analogous to municipal real estate taxes, giving the association's assessment lien unlimited priority would be politically unsalable and might discourage condominium development. The concern was that first mortgage lenders might be reluctant to make mortgage loans on condominium units from a subordinate lien position if there was no “cap” on the potential burden of an association's assessment lien.

As a compromise, the drafting committee settled on a compromise position which gave an association lien a limited priority over an otherwise-first mortgage, but only to the extent of six months' worth of unpaid budgeted assessments based upon the association's annual budget. This compromise was promulgated into the Uniform Condominium Act, § 3-116(c) (promulgated in 1976 and amended in 1980) — *for which the Federal Home Loan Mortgage Corporation (now Freddie Mac), the FHA and the Veterans Administration (VA) were active advisors and participants in the drafting process.* Comparable priority provisions also appear in the Model Real Estate Cooperative Act, § 3-115(c) and the Uniform Planned Community Act, § 3-116(c). Likewise, this compromise was ultimately incorporated into Uniform Common Interest Ownership Act (1982) (UCIOA), which combined its three predecessor acts into one global common interest ownership statute applicable to all three types of developments.

The Uniform Laws marked a substantial deviation from prior law, striking what the drafters described as “an equitable balance between the need to enforce collection of unpaid assessments and the obvious

¹ The priority for real estate tax liens is universal in American law, and mortgage lenders have accounted for its existence in the residential mortgage market by requiring the mortgagor to pay anticipated real estate taxes into an escrow account on a monthly basis so that the mortgage servicer can pay the taxes from that escrow account before they come due and a tax lien can arise. Likewise, the uniform instruments promulgated by Fannie Mae and Freddie Mac permit the mortgagee to advance the sums necessary to pay any unpaid taxes and to add those sums to the balance of the unpaid debt. These provisions enable the mortgage lender to ensure that the real estate taxes are paid so that no priority tax lien arises and thus protect against the risk of a tax lien foreclosure sale that would extinguish the otherwise-first mortgage lien.

necessity for protecting the priority of the security interests of lenders.” UCIOA § 3-116, comment 1. Following its introduction, the limited priority for association liens has been adopted in over twenty jurisdictions, either through adoption of one of the Uniform Laws or by non-uniform legislation comparable in substance to UCIOA § 3-116(c).

In states that provide associations with a limited priority lien, an otherwise-first mortgage lien does face a risk that its security may be extinguished if the mortgagor fails to pay common expense assessments when due. The association’s lien has “true” priority to the extent of the priority portion of the association’s lien claim. This means that if the association forecloses its lien and the otherwise-first mortgagee does not pay the priority portion of the association’s lien claim, the association’s foreclosure sale would extinguish the mortgage lien (just as would occur in a real estate tax lien sale). See Report of the Joint Editorial Board for Uniform Real Property Acts, The Six-Month “Limited Priority” Lien for Association Fees Under the Uniform Common Interest Ownership Act (June 1, 2013).² Since 2012, appellate courts have consistently ruled that the foreclosure of an association’s limited priority lien extinguishes the lien of an otherwise-first mortgagee that fails to pay off the priority portion of the association’s lien prior to the completion of the association’s foreclosure sale. See, e.g., *Summerhill Village Homeowners Ass’n v. Roughley*, 270 P.3d 639 (Wash. Ct. App. 2012); *Chase Plaza Condo. Ass’n v. JP Morgan Chase Bank*, 98 A.3d 166 (D.C. Ct. App. 2014); *SFR Investments Pool 1, LLC v. U.S. Bank*, 334 P.3d 408 (Nev. 2014); *Twenty Eleven LLC v. Botelho*, 127 A.3d 897 (R.I. 2015). Nevertheless, as with real estate tax liens, a mortgagee could protect its anticipated first lien priority by having the mortgage documents require the mortgagor to escrow for common expense assessments. The Fannie Mae and Freddie Mac uniform instruments both authorize the mortgagee to require such an escrow. Likewise, a mortgagee can protect its first lien priority by advancing the sums necessary to satisfy the priority portion of the association’s lien claim and adding those sums to the unpaid balance of the debt. Not only do the Fannie Mae and Freddie Mac uniform instruments explicitly authorize the mortgagee to do so, Fannie Mae and Freddie Mac servicing guidelines have consistently directed servicers to pay those sums to protect the integrity of Fannie Mae and Freddie Mac liens.

The Proposed Rule and Its Implications for Associations

The JEBURPA’s concern with the Proposed Rule is the provision which would be reflected in 24 C.F.R. § 206.136, which provides in pertinent part:

§ 206.136 Conditions for assignment.

(a) In order for a HECM to be eligible for assignment, the following must be met:

- (1) Priority of mortgage to liens. The mortgage is prior to all mechanics’ and materialmen’s liens, homeowners association liens or condo association liens filed of record, regardless of when such liens attach, and prior to all liens and encumbrances,

² http://www.uniformlaws.org/shared/docs/jeburpa/2013jun1_JEBURPA_UCIOA%20Lien%20Priority%20Report.pdf.

or defects which may arise based on any act or omission by the mortgagee except such liens or other matters as may have been approved by the Commissioner....

(b) The mortgagee shall certify that the conditions of paragraph (a) have been met. [31 Fed. Reg. 31818.]

Nothing in the Proposed Rule pre-empts the general applicability of state law to establish lien priority rules. In the more than 20 states in which state law provides associations with a limited priority lien—whether in the condominium context, the cooperative context, the planned community context, or in all three contexts—a reverse mortgage would lack the full priority required under proposed § 206.136(a)(1). Further, in those states, a reverse mortgage lender could not make the certification required under proposed § 206.136(b). Thus, under the Proposed Rule, it appears that no reverse mortgage on property within a common interest community could be insured by FHA in a state that provides associations with a limited priority lien.

We believe that proposed § 206.136 reflects a misguided policy for the following reasons:

- Nothing in the published Summary or the Supplementary Information preceding the Proposed Rule provides any empirical evidence to justify such a sweeping change in policy. Most association fees are used to maintain common elements and provide financial reserves—expenditures which preserve the value of the collateral securing an FHA-insured mortgage. As explained earlier in these comments, state laws granting associations limited lien priority for a portion of these expenditures recognize that it is simply inequitable for the mortgagee to benefit from expenditures that preserve the value of its collateral value while the mortgagee simultaneously has no personal liability for the payment of those expenditures.

Furthermore, the Supplementary Information provides no indication, general or specific, as to the extent of losses (if any) that FHA may have suffered insuring reverse mortgages due to state law association lien priority.³ Congress has not exercised its power under the Commerce Clause to federalize the law of lien priority, and nothing in the Proposed Rule overtly pre-empts state lien priority laws. Absent a quantifiable indication that state law association lien priority poses an actual and meaningful threat to the integrity and solvency of the FHA, it is inappropriate for the FHA to use § 206.136 to effect an indirect vitiation of limited association lien priority in over 20 states.

³ At the time of the drafting of the Uniform Condominium Act, FHA took the position that while the lender on an FHA-insured loan was obligated to pay the priority portion of the assessments to preserve FHA's first lien position, FHA would not reimburse those assessments so as to comply with their statutory requirement that the FHA loan have first priority. Because FHA insurance would not pay for such assessments, FHA would theoretically experience no losses. If FHA has in fact experienced losses due to association limited lien priority as reflected in the Uniform Laws — and is using the existence of such losses as a justification for this sweeping policy change — FHA should quantify the nature and extent of those losses.

- As of 2014, over 30.4 million Americans live in homeowners associations or condominium associations in states that recognize association lien priority.⁴ If proposed § 206.136 takes effect and reverse mortgages are ineligible for assignment in those states, owners in those states will be unable to obtain reverse mortgage loans altogether, or will be able to obtain such loans only at substantially higher prices. This will create a particular hardship for owners in those states who are senior citizens on fixed incomes (e.g., those living primarily or exclusively on social security or limited pensions and for whom HECM payments are necessary to meet living expenses in retirement).

The FHA's press release of May 18, 2016 states that its proposed rule "is intended to make certain FHA-insured reverse mortgages remain a viable and sustainable resource for senior homeowners hoping to remain in their homes and age in place." In that release, HUD Deputy Assistant Secretary Golding also states "As we grow older as a nation, we have a responsibility to ensure reverse mortgages remain a safe, secure, and sustainable financial option for future generations of senior homeowners." We fail to understand how making reverse mortgages unavailable in over 20 states makes them a "sustainable financial option for future generations of senior homeowners."

- To the extent that an association's limited lien priority creates any measurable financial risk for FHA in the context of an individual reverse mortgage loan (as contrasted with a loan in a state that does not provide associations with limited lien priority), proposed § 206.136 is not necessary to manage this risk. Instead, that risk can already be managed within the existing HECM program and HECM loan documentation. As the Supplementary Information makes clear, FHA and the HECM lender can escrow property charges through "Life Expectancy Set Asides" (LESAs) to account for the risk that the borrower cannot pay these charges directly or otherwise fails to do so. These LESA amounts already vary by borrower based on a "Financial Assessment" of the borrower, and can be "fully-funded" or "partially-funded." 81 Fed. Reg. at 31771. Thus, FHA and the HECM lender can address this limited risk within the framework of the existing program by increasing the amount of the LESA to include association assessments in states that recognize association lien priority. While this process would impose some additional costs for borrowers in those states vis-à-vis borrowers in states without association lien priority, that result is preferable to an approach that would deny those borrowers reverse mortgage financing altogether.
- In its treatment of utility charges, the Proposed Rule draws an arbitrary distinction that irrationally discriminates against owners in associations. If an electricity or water bill from a utility is for a single family home and its nonpayment would result in a lien prior to the mortgage, then the FHA will reimburse the lender for advancing the payment as a "property charge" for up to two years' worth of payments. 81 Fed. Reg. at 31772. By contrast, if the

⁴ <https://www.caionline.org/Advocacy/Resources/Pages/State-Facts-Figures.aspx>.

electricity or water is centrally metered, paid for by a condominium association or HOA and reimbursed through assessments, then the FHA would have no obligation to reimburse the lender for advancing even the six months of payments for which the association would have had priority under state law.

In this way, the Proposed Rule demonstrates the irrationality and unfairness of vitiating an association's limited lien priority while acknowledging full state law priority for municipal real estate tax liens. As discussed earlier, municipal planners have increasingly mandated the use of common interest communities as a means to shift fiscal responsibility for services from local government to the private sector. Community associations increasingly have become responsible for infrastructure, streets, snow removal, public lighting, trash collection, and many other functions historically furnished and financed by local government. To the extent that common expenses incurred by community associations are providing functions historically financed through municipal tax expenditures—and preserve the value of the mortgaged property in the same manner as the municipal expenditures they have replaced—sound policy justifies giving association common expenses the same priority accorded to real estate tax liens. Alternatively, and at a minimum, sound policy must at least honor the state law limited priority for association liens in those states that recognize it. For this reason, the Proposed Rule should be modified so as to direct servicers to pay the priority amount of the association lien as a property charge.

Conclusion

The foundation of the modern common interest community rests in the landmark decision in *Neponsit Property Owners' Ass'n, Inc. v. Emigrant Industrial Savings Bank*, 278 N.Y. 248, 15 N.E.2d 793 (1938). In this decision, the Court of Appeals of New York established the principle that an owners' association assessment covenant did "touch and concern" land and thus the burden of the obligation to pay that assessment ran with the land to bind Emigrant Bank when it acquired a lot within the Neponsit community by foreclosure. In an article tracing the historical background and significance of the Neponsit controversy, Professor Stewart Sterk has explained that although Emigrant Bank's pleadings nominally questioned whether Emigrant Bank could be liable for post-foreclosure assessments under existing precedent, Emigrant Bank actually pursued the case hoping to lose it, i.e., hoping to establish the precedent that an assessment covenant ran with the land. As Sterk explained, Emigrant Bank's lawyers realized that the association's ability to raise the funds needed to provide for maintenance of community amenities and services was vitally important to preserve the value of land within the Neponsit community—and that Emigrant Bank's ability to re-sell lots within that community (if it acquired them through foreclosing on its mortgagors) would likewise be enhanced if the association's financing mechanisms had a firm legal foundation. See Stewart E. Sterk, *Neponsit Property Owners' Association v. Emigrant Industrial Savings Bank*, Property Stories (Foundation Press, 2d. ed. 2009).

The foundation of modern association lien priority (and its incorporation into the Uniform Laws) likewise rested upon a sound decision by Henry L. Judy, then-General Counsel to the Federal Home

Loan Mortgage Corporation and Adviser to the drafting committee for the Uniform Condominium Act. Judy recognized that mortgage lenders enjoy a clear benefit from a legal infrastructure that sufficiently protects the ability of associations to collect the funds needed to provide and maintain the common amenities and services within a common interest community. See Henry L. Judy and Robert A. Wittie, *Uniform Condominium Act: Selected Key Issues*, 13 Real Prop., Prob. & Tr. J. 437, 474-518 (1978). His suggestion for the association's six-month limited lien priority, and the incorporation of that limited priority into the Uniform Laws, struck a plausible equitable balance between the interests of the association and the expectations of first mortgage lenders.

Responsible lenders continue to understand and appreciate these historical lessons and are fully supportive of the association lien priority contained in the Uniform Laws. This is reflected in the comments of Wesley Blair, Senior Vice President of Boston, MA-based Brookline Bank, in a recent article recounting the history of how Massachusetts adopted its association lien priority provision:

When Massachusetts enacted its statute in 1993, lawmakers were confronting what they described at the time as a "serious public emergency" resulting from a severe economic downturn that had caused many condominium owners to fall behind on their mortgage payments and the payment of common area fees to their homeowner associations. Because outstanding mortgages often exceeded increasingly depressed property values, lenders frequently delayed foreclosure actions, waiting for the market to recover, but leaving in place owners who were not paying their share of the common area fees on which associations rely to maintain the property and provide essential services to owners.

When the banks finally foreclosed on underwater mortgages, condominium associations, standing behind them in the priority line, frequently left the foreclosure sales empty-handed, unable to collect the delinquent payments they were owed. This triggered a devastating chain reaction: To generate the revenue needed to operate their communities, boards turned to other owners to fill delinquency gaps.

Many owners couldn't afford the increased assessments and so fell behind themselves; others, seeing essential services and property values in their communities' decline, stopped paying their common area fees, as well, so services and values declined even more. This created the "public emergency" that led the state Legislature to enact the super lien, ensuring that associations would be able to collect six months of unpaid assessments (plus legal costs and collection expenses) ahead of the first mortgage lender.

Fast forward to the recession that brought the nation's economy to its knees almost a decade ago: Massachusetts condominiums emerged from that downturn with their finances intact, essential maintenance performed, services to owners uninterrupted, and no hint of the "public emergency" that had threatened so many community associations in the past. The condominium super lien ... is entirely responsible for the difference....

The super lien ensures the uninterrupted cash flow associations need to properly maintain their property and preserve its value. This doesn't just protect individual owners; it also protects the collateral securing the first mortgage loans on their units. First mortgage lenders have as much of an interest as owners in preserving condominium values.

The bankers' argument that the condominium priority lien discourages condominium lending is without foundation. There is no evidence that condominium lending has suffered in Massachusetts since the super lien was enacted; on the contrary, lending to condominium owners and condominium associations has thrived.

Because community associations own no property, the income derived from common area fees is the only collateral they can offer to secure a loan. Before the passage of Massachusetts' super lien statute, banks would not usually approve loans to condominium associations, because there was no assurance that the associations would be able to collect the fees securing the loans. The super lien provided that assurance.... [W]ithout the priority lien, "association loans would not exist [in Massachusetts] as they have for more than 20 years."

The argument that the super lien will completely erase a lender's security interest ignores the multiple procedural safeguards the super lien statute creates to prevent that outcome. If lenders request notification (and they should), associations must inform them if an owner becomes delinquent in association fees by more than 60 days; associations must provide another 30 days' notice to the lender before filing a lien enforcement action. Lenders that want to preserve their security interest can do so easily by paying the delinquent amount and agreeing to pay common fees going forward, until the lender forecloses; or they can allow the association to foreclose (which associations can often do more quickly than lenders), attend the foreclosure sale to ensure bids are high enough to cover the outstanding mortgage, and collect the balance remaining from the foreclosure sale proceeds after the association's priority lien has been satisfied.

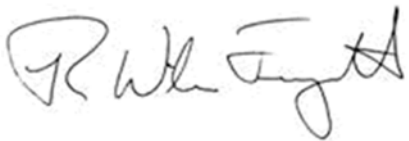
The super lien will erase a lender's security interest only if the lender fails to take steps to safeguard its position.... Recognizing this, community banks, like mine, have used the priority lien ... to our advantage — not as a threat to our interests but as a mechanism for protecting them.

The condominium priority lien benefits everyone — condominium associations, condominium owners, and the lenders financing their mortgages. The proof is found in the pre-super lien past and the post-super lien present. [Wesley Blair, "Some Banks Are Siding with Condos in the Battle Over Super Liens," *National Mortgage News*, June 14, 2016.]

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Department of Housing and Urban Development
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The JEBURPA encourages the FHA to take heed of these lessons and make the only prudent and socially responsible decision—to remove § 206.136 from the Proposed Rule and to ensure that the Proposed Rule fully honors existing state law association lien priority in all respects.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "R. Wilson Freyermuth". The signature is written in a cursive, somewhat stylized font.

R. Wilson Freyermuth
Executive Director, JEBURPA