

**CAPITAL AREA HOUSING FINANCE CORPORATION
MORTGAGE CREDIT CERTIFICATE PROGRAM, SERIES 2009 – AFFIDAVITS/CERTIFICATION
APPLICANT AFFIDAVIT**

There are important legal consequences to this Affidavit. Read carefully before signing.

State of Texas

County of _____

MCC Application # _____

The undersigned, as part of my(our) application for a Mortgage Credit Certificate (MCC) in connection with financing for what will become my (our) permanent, primary residence from a participating lender (the Lender) of my (our) choice, being first duly sworn state the following information to be true and correct:

Applicant Last Name **First** **Middle**

Applicant Last Name **First** **Middle**

Address Being Purchased **TEXAS**

City **County** **Zip Code**

Check as applicable: **New Construction** **Existing** **Non-targeted Area** **Targeted**

Federal Income Tax Returns for the past three (3) years for all resident adults are submitted herewith or the reasons for exemption from filing are stated as follows: _____

Annual Household Income includes the anticipated annual gross income from all sources of all persons in the Household. The Annual Household Income listed below must include, but is not limited to, part-time employment compensation, commissions, fees, tips and bonuses, and other compensation for personal services, before payroll deductions, net income from the operation of a business or profession (without deducting expenditures for business expansion or amortization of capital indebtedness or an allowance for depreciation of capital assets), or withdrawals of cash or assets from the operation of a business or profession, any interest, dividends, royalties and other net income of any kind from any investment or from real or personal property (without deducting expenditures for amortization of capital indebtedness or an allowance for depreciation of capital assets), all income received from trust, the full amount of periodic payments received from social security, annuities, insurance policies, retirement funds, pensions, Veterans Administration (VA) compensation, disability or other benefits, and other similar types of periodic receipts, including a lump-sum payment for the delayed start of periodic payments, payments in lieu of earnings, such as unemployment and disability compensation, Workers Compensation, and severance pay, the maximum amount of welfare assistance or any other form of public assistance available to all residents of the residence, periodic and determinable allowances, such as alimony and child support payments and regular contributions and gifts received from persons not residing in the residence, all regular pay, special pay, and allowances of a member of the Armed Forces (whether or not living in the residence) who is the head of household or spouse of other person whose dependents are residing in the residence and any earned income tax credit to the extent it exceeds income tax liability.

Total persons who will reside in the residence _____ **Number of Adults** _____ **Number of Minors** _____

Types of Income	Applicant	Applicant/Spouse	Other Occupants
Annual Wages, Commissions, Bonues			
Self-Employment (Plus Depreciation)			
Dividends, Interest/Annuities/Pensions			
Child Support, Alimony, Public Assistance			
All Other Income			
GRAND TOTAL ANNUAL HOUSEHOLD INCOME (Add All Amounts Above)			

The Adjusted Gross Income of the Applicant and all persons intending to reside with the Applicant in the residence as set forth on the most recent federal income tax returns for such persons is \$ _____.

TOTAL ACQUISITION COST \$ _____

Total Acquisition Cost of the property includes all amounts paid previously or in the future, in cash or in kind by the Applicant(s) or any other person(s) to or for the benefit of the seller(s) of the residence; points paid by the seller(s) of the residence excluding "usual and reasonable settlement and financing costs," but only to the extent that such amounts do not exceed the usual and reasonable costs which would be paid in the case of financing not assisted by MCC's, additional amounts paid for fixtures under state law (e.g., light fixtures, window treatments, floor carpeting); capitalized value using discount rate of ground rent (leasehold estate); additional amounts to be paid if dwelling is incomplete or unfinished for which a written estimate of completion cost is attached; additional amounts for land purchased separately and not owned by the Applicant(s) for at least two (2) years prior to the commencement of construction of the residence; and other amounts including any agreements, whether oral or written, property taxes in excess of the Applicant(s) pro rata share and settlement and financing costs in excess of the usual and reasonable costs, hook-up, tap-in, site improvements, architectural and builder fees, permits, subcontracted items, construction loan interest and commissions. Apart from any normal real estate agents' commissions, no money is being paid, no promissory note is being delivered, nor is anything else of value (including, without limitation, personal property) being exchanged for or transferred to the seller of the residence or any other persons by me, or to my knowledge, by any other person in connection with the purchase of the property except as indicated in the escrow and settlement documents. I have not entered into any agreement with the seller of the residence, the developer, the contractor or any other person pursuant to which any portion of the residence has been left unfinished or any fixtures or other necessary architectural appointments have been omitted or removed from the residence in order to reduce the acquisition cost. I am not buying any unattached items of personal property from the seller of the residence except as itemized with the amount of their purchase price that does not exceed their fair market value and attached hereto and incorporated into this Affidavit. I am not agreeing to pay nor am I assuming any debt or liability of the seller.

And that (a) the residence, or one of the units in a two-four unit residence, will be occupied as my (our) principal residence within a reasonable time not to exceed 60 days of loan closing, will not be used as investment property, vacation, or recreational home, or in conjunction with business activities (as evidenced by the use of more than fifteen percent (15%) of the total floor space in a trade or business except for the rental of one to three of the units in a two-to-four family residence; or if a manufactured home, it has a minimum of 400 square feet of living space, a minimum width in excess of 102 inches and is of a kind customarily used at a fixed location; and I(we) will immediately notify the Capital Area Housing Finance Corporation or its authorized representatives in writing if the residence ceases to be my(our) principal, permanent residence; (b) this is not a refinancing of an existing, previously occupied residence and the mortgage loan being requested will not replace my(our) existing mortgage or land contract unless such loan is a construction, bridge or temporary initial financing of 24 months or less; (c) all resident adults have submitted the most recent 3 years federal income tax returns or reasons exempted by law to do so, and individually or together have not had an ownership interest in a principal residence within 3 years of loan closing (principal residence includes single family detached, condominium, shares in housing cooperative, occupancy in an owned multi-family housing unit, factory made housing affixed to real property; ownership includes full or partial ownership interest, fee simple, joint ownership interest by joint tenancy, tenancy in common or tenancy in entirety, an interest of a tenant-stockholder in a cooperative, a land contract under which possession and the burdens and benefits of ownership are transferred, even if legal title is retained until some later date, ownership interest in trust or life estate interest); (d) no portion of the financing of the residence will be from a Qualified Mortgage Bond (QMB) or a Qualified Veterans Mortgage Bond (QVMB); (e) I(we) do not have an application in process nor have I(we) received a commitment for a mortgage loan under any other single family QMB, QVMB or mortgage credit certificate program; (f) no person related to me(us) has or is expected to have an interest as a creditor in the mortgage loan connected with this transaction; (g) I(we) must meet all federally and locally mandated requirements to qualify for the MCC; (h) the MCC was not limited to an indebtedness incurred from a particular lender; (i) this Affidavit will be relied upon for the purposes of determining my(our) eligibility and if any information contained in this certification contains a material misstatement which is due to fraud or intentionally made, I(we) are subject to criminal penalty.

If the residence is a two-to-four family residence, it was first occupied for residential purposes at least five (5) years prior to the execution of the mortgage.

Signature of Applicant
Email address: _____

Signature of Applicant
Email address: _____

Sworn to and subscribed before me on the _____ day of _____, _____.

PERSONALIZED
SEAL

Notary Public Signature

SELLER/BUILDER AFFIDAVIT

State of _____

County of _____

I/We the undersigned, certify that I/we are the seller of a residence located at the address shown above that is being acquired by the aforementioned borrowers being first duly sworn hereby state the following:

I/We certify that (1) the Total Acquisition Cost (as defined in the Applicant Affidavit to which this affidavit is attached) to be paid to me(us), or to anyone related to me(us), or acting on my(our) behalf (such as a real estate agent) in connection with the purchase of the residence is correctly shown above as total acquisition cost.

Complete Items 2 or 3 or Mark Them Not Applicable. 2 AND 3 ARE NOT APPLICABLE _____ OR

(2) As of the date of this affidavit the residence has not been completely constructed. A written estimate of completion is attached and totals \$_____.

(3) Purchase of the residence is subject to ground rent. True _____

If the residence is a two-to-four family residence, it was first occupied for residential purposes at least five (5) years prior to the execution of the mortgage.

I/We have not entered into any other contract or agreement with the Applicant(s), either expressed or implied, to perform additional construction on the residence or to transfer any additional property at additional cost other than personal property contained in the residence which are listed by item and amount and attached hereto and incorporated into this affidavit.

I/We acknowledge and understand that this affidavit will be relied upon for purposes of determining the Applicant(s) eligibility.

Signature of Seller or Builder

Signature of Seller or If Builder, Typed Name of Selling Entity
(If Signator Is Not the Owner, Type/print Name and Title. Attach Copy of Power of Attorney.)

Sworn to and subscribed before me on the _____ day of _____, _____.

Personalized Seal

Notary Public Signature

CERTIFICATE OF PARTICIPANT

I, the undersigned authorized officer of _____ (the "Participant") do hereby certify, represent and warrant to Capital Area Housing Finance Corporation (the "Corporation") in conjunction with the Corporation's Mortgage Certificate Program, Series 2009 (the "Program") that:

I have read the Applicant Affidavit, the Seller/Builder Affidavit and, if applicable, Affidavit of Cosignor or Guarantor (collectively, the "Affidavits"). Prior to the execution of the Affidavits, I reviewed the contents thereof with the Applicant, the Seller/Builder, and, if applicable, the Cosignor or Guarantor, respectively, and I believe that such parties respectively executed such documents with a full understanding of same.

I have conducted or have caused to be conducted an investigation regarding the truth of the facts set forth in the Affidavits. Such investigation included an examination of copies of income tax returns for the past three years that were filed with the Internal Revenue Service and that were provided by the Applicant and which returns indicated that during the preceding three years the Applicant did not claim deductions for taxes or interest on indebtedness with respect to real property constituting a principal residence of the Applicant.

No facts have come to my attention as a result of said investigation or otherwise that would cause me to disbelieve or doubt the truth of the Applicant Affidavit, the Seller/Builder Affidavit, or if applicable, the Affidavit of Cosignor or Guarantor, or any portion of any of such affidavits.

To the best of my knowledge, the information set forth in the Affidavits is true and correct as of the date hereof.

The Residence is (check one): One unit Two Unit Three Unit Four Unit

The Applicant's property is located within the Program Area and to the knowledge of the Participant the Residence or one of the units in a two to four family Residence is occupied by or is to be occupied by the Applicant as his or her Principal Residence (e.g., not more than 15% of the total area is used as a trade or business).

The amounts collected by the Participant to reimburse the Participant for reasonable and customary charges paid or incurred for hazard or mortgage insurance premiums, surveys, title insurance, appraisal fees, abstract and attorney's fees, application fees, credit reports, and similar charges do not exceed the reasonable and customary amounts charged by the Participant for mortgage loans not funded in connection with the Program. The Participant is receiving no fees not permitted by the Participation Agreement for the Program.

The representations, warranties, and covenants of the Participant contained in the Participation Agreement for the Program are, as of the date hereof, true and correct.

After completion of all verifications and investigations the Participant has financed a mortgage loan for the Applicant for which the Applicant is applying for a Mortgage Credit Certificate and certifies that the information contained in all affidavits and certifications are true and correct to the best of its knowledge as of the closing date of the mortgage loan and that the Applicant and the Mortgage Loan meet all applicable requirements set forth in the Mortgage Credit Certificate Guidelines for the Program.

Terms used in this Certificate are defined in the Mortgage Credit Certificate Guidelines for the Program.

If New Construction, the Certificate of Occupancy Date is _____.

Dated

Signature of Authorized Officer

Telephone Number of Authorized Officer

Name & Title of Authorized Officer