

SERVICER LOAN # _____

Minneapolis/Saint Paul Housing Finance Board
Single Family Mortgage Revenue Bonds
(Mortgage-Backed Securities Program - CityLiving Home Programs)
Series 2007

**AFFIDAVITS AND CERTIFICATIONS
MORTGAGOR'S AFFIDAVIT Rev 1-30-08**

The undersigned hereby states under oath that I am the purchaser and mortgagor of a Single-Family Residence which is

CHECK AS APPLICABLE: _____ New Construction _____ Existing

MORTGAGOR LAST NAME FIRST MIDDLE

COMORTGAGOR LAST NAME FIRST MIDDLE

PROPERTY ADDRESS _____

CITY COUNTY ZIP CODE MN

Copies of Federal Income Tax Returns filed with the IRS for the past three (3) years for all mortgagors and spouses are submitted herewith or the reasons for exemption from filing are stated as follows:

CHECK IF APPLICABLE: _____ Mortgagor(Comortgagor) meets the requirements to qualify as a "veteran" as defined in 38 U.S.C. Section 101 and has not previously obtained a loan financed by single family mortgage revenue bonds utilizing the veteran exception to the first-time homebuyer requirement set forth in Section 416 of the Tax Relief and Health Care Act of 2006. Attached hereto are true and correct copies of my discharge or release papers, which demonstrate that such discharge or release was other than dishonorable.

Number in Household _____ Number of Income Recipients _____ Number of Minors _____

I will occupy such residence as my principal residence within a reasonable time not later than 60 days following closing or under specific conditions currently occupy the home.

Unless the Mortgage Loan is a Qualified Rehabilitation Loan, no part of the Loan proceeds is or will be used to acquire or replace an existing mortgage, and I did not have a mortgage (whether or not paid off) on the residence at any time prior to the execution of the mortgage (except that I may have a construction period loan or temporary initial financing of twenty-four (24) months or less with respect to the home and may use the proceeds of the mortgage to repay such financing,

The Household Income of my family is stated below. For this purpose, I understand that HOUSEHOLD INCOME includes total income from all sources (before taxes and withholding) of all adult persons residing or intending to reside in the Residence to be financed with the proceeds of the Mortgage Loan. Household Income is defined as "the current family income of a potential Mortgagor, and shall in any event include the current gross income of all persons who live or intend to live with such Mortgagor in the same dwelling unit (other than persons under 18 years of age who are not primarily liable or secondarily liable on the Note), but exclusive of the income of any co-signor of a Note who does not live or intend to live in the home, as evidenced by documentation satisfactory to the Lender. Current gross income is annualized gross monthly income. Gross monthly income is the sum of monthly gross pay; any additional income from overtime; part-time employment; bonuses; dividends; interest; royalties; pensions; VA compensation; net rental income; and other income (such a alimony, child support, public assistance, sick pay, social security benefits, unemployment compensation, income received from trusts, and income received from business activities or investments).

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	<u>Mortgagor</u>	<u>CoMortgagor/Spouse</u>	<u>Other Occupants</u>
Annual Wages, Commissions, Bonuses	\$ _____	\$ _____	\$ _____
Self-Employment (Plus Depreciation)	\$ _____	\$ _____	\$ _____
Dividends/Interest/Annuities/Pensions/ Rental Income	\$ _____	\$ _____	\$ _____
Child Support/Alimony/Public Assistance	\$ _____	\$ _____	\$ _____
Other Income	\$ _____	\$ _____	\$ _____
Grand Total Annual Household Income (Add All Amounts Above)	\$ _____		

The acquisition cost of the Home, excluding personal property but including fixtures and cost of land if purchased separately and not owned more than 2 years, is \$ _____

I understand that for the purposes of the foregoing the acquisition cost of the home is the cost of acquiring the home from the seller as a completed residential unit. The acquisition cost includes: (a) all amounts paid, either in cash or in kind, by the purchaser (or a related party or for the benefit of the purchaser) to the seller (or a related party or for the benefit of the seller) as consideration for the residence; (b) if a residence is incomplete, the reasonable cost of completing the residence, whether or not the cost of completing construction is to be financed with proceeds of the mortgage loan; (c) where a residence is purchased subject to a ground rent, the capitalized value of the ground rent shall be included in the Acquisition Cost (such value shall be computed using a discount rate determined by the Issuer); and (d) fixtures such as wall-to-wall carpeting, light fixtures and curtain rods. The acquisition cost does not include: (a) personal property purchased from the seller, except to the extent the cost of such property exceeds its fair market value; (b) the usual and reasonable settlement or financing costs (settlement costs include titling and transfer costs, title insurance, survey fees, or other similar costs) (financing costs include credit reference fees, legal fees, appraisal expenses, or other costs of financing the residence); (c) the value of services performed by my family in completing the residence. For purposes of the preceding sentence, my family includes only my brothers and sisters (whether by whole or half blood), spouse, ancestors, and lineal descendants; (d) the cost of land which has been owned by me for at least two (2) years prior to the date on which construction of the residences begins.

I will not permit any person to assume my obligations under the Mortgage (and related Loan Note) without the express written consent of the Issuer or the Servicer under the Program. I understand that such person must satisfy requirements relating to information set forth in this Certificate, and so state under oath.

I do not expect to use the home or any part thereof in a trade or business. The land appurtenant to the home is only that amount of land which reasonably maintains the basic livability of the home and will not provide a source of income to the Mortgagor.

I (including a person related to me, within the meaning of Section 144 (a) (3) of the Internal Revenue Code of 1986) will not purchase Minneapolis/Saint Paul Housing Finance Board Single Family Mortgage Revenue Bonds pursuant to any arrangement, formal or informal, in an amount related to the amount of the mortgage loan.

I understand that the information provided in this document is being submitted for the purpose of establishing eligibility for a Mortgage Loan under a Single Family Mortgage Purchase Program of the

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Minneapolis/Saint Paul Housing Finance Board. The statements and information set forth herein are made under penalty of perjury. I understand that perjury is a felony offense punishable by fine or imprisonment or both.

Dated: _____

Mortgagor

Mortgagor

Printed Name of Mortgagor

Printed Name of Mortgagor

STATE OF MINNESOTA)
)ss.
COUNTY OF)

Sworn to and subscribed before me on the _____ day of _____, 20_____.

Personalized Seal

Notary Public Signature

Seller's Affidavit

The undersigned, being first duly sworn (or affirmed) under oath, hereby states and certifies that:

I am the present owner and seller of the home being sold to the Mortgagor's located at the property address indicated in the preceding Mortgagor's Affidavit. The selling price of the home, including fixtures but excluding personal property, is \$_____ or less.

I understand that the selling price of the home is the purchaser's cost of acquiring the home from me as a completed residential unit. **The selling price includes:** (a) all amounts paid, either in cash or in kind, by the purchaser (or a related party or for the benefit of the purchaser) to me as seller (or related party or for the benefit of me as seller) as consideration for the residence; (b) if the residence is incomplete, the reasonable cost of completing the residence whether or not the cost of completing construction is to be financed with proceeds of the purchaser's mortgage loan; (c) where the residence is purchased subject to a ground rent, the capitalized value of the ground rent shall be included in the Purchase Price. Such value shall be computed using a discount rate equal to the yield on the Bonds; and (d) fixtures, such as wall-to-wall carpeting, light fixtures and curtain rods.

The selling price does not include: personal property purchased from me, except to the extent the cost of such property exceeds its fair market value; (b) the usual and reasonable settlement or financing costs. Settlement costs include titling and transfer costs, title insurance, survey fees, or other similar costs. Financing costs include credit reference fees, legal fees, appraisal expenses, "points" which are paid by the purchaser (but not the seller, even though borne by the purchaser through a higher purchase price) or other costs of financing the residence; (c) the value of services performed by any member of the purchaser's family in completing the residence. For purposes of the preceding sentence, the family of an individual includes only the individual's brothers and sisters (whether by whole or half blood), spouse, ancestors, and lineal descendants, or (d) the cost

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of land which has been owned by any purchaser for at least two (2) years prior to the date on which construction of the residences begins.

Seller

Seller

Printed Name of Seller

Printed Name of Seller

STATE OF)
)ss.
COUNTY OF)

Sworn to and subscribed before me on the _____ day of _____, 20_____.

Personalized Seal

Notary Public Signature

LENDER'S CERTIFICATE

The undersigned, _____, as an officer of _____, the Lender and as an agent of The Minneapolis/Saint Paul Housing Finance Board, hereby certifies, with respect to the origination of a home mortgage being sold to the Mortgagor's for the property address indicated in the preceding Mortgagor's Affidavit, the following:

- (a) The Lender has closed a Mortgage Loan to the eligible borrower on the date, in the amount and for the property indicated above.
- (b) The cash down payment and closing costs have been provided by or on the behalf of the borrower in accordance with program guidelines and the Origination, Sale and Servicing Agreement. The Lender has not provided any financing in this transaction except for the subject Mortgage Loan. The Lender has not advanced funds or solicited any such advance for the required payments of the Mortgage Loan.
- (c) The Lender has received a title insurance binder insuring the Lender and its assigns with respect to title to the property (the "Title Policy") and all premiums required to establish such insurance in full force and effect have been paid. The title insurance binder complies with the requirements of the Origination, Sale and Servicing Agreement and the Lender is not aware of any facts or circumstances which would affect the delivery of the final title insurance policy in accordance with time and form requirements of the Origination, Sale and Servicing Agreement.
- (d) Except with respect to liens, defects, exceptions and encumbrances permitted by the Origination, Sale and Servicing Agreement, the Lender has made all payments necessary to extinguish all liens shown on the Title Policy and has received and recorded all documents or instruments necessary to cure all defects and to cause the elimination of all exceptions shown on the Title Policy.
- (e) The deed to the property, the Note and Mortgage on the property, the Assignment of the Mortgage to the Servicer, and all of the documents necessary for the transfer of title to the Property to the Eligible Mortgagor for the granting of a Note and Mortgage on the Property to the Lender and the assignment of such Note and Mortgage to the Servicer/Administrator have been duly executed, acknowledged, received and recorded. The lien securing the Mortgage Loan has been perfected by recording and has not been impermissibly satisfied, subordinated or impaired. The Mortgage Loan is not subject to any other pledge or assignment.

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(f) The Lender has received an original Insurance Binder or Policy evidencing all hazard insurance, mortgage insurance and flood insurance (where applicable) as required by the Origination, Sale and Servicing Agreement, and is not aware of the fact or circumstance which would affect the delivery of the hazard insurance policy if not previously received in a timely manner and acceptable form. All premiums required to establish such insurance(s) in full force and effect have been paid.

(g) Lender has inspected or caused an appraiser to inspect the Single Family Residence and has determined whether it (i) constitutes a completed residence unit, (ii) contains land in excess of normal requirements, (iii) shows evidence of use or design for use in a trade or business of the Mortgagor and (iv) is occupied by, or will be occupied within the next 60 days by, the Mortgagor as Mortgagor's principal residence.

(h) All of the affidavits supplied have been reviewed, and the Lender has no knowledge of any false statement therein.

(i) The Mortgage Loan has been originated in accordance with the Origination, Sale and Servicing Agreement and the Issuer's Program. The Lender has reviewed the Mortgagor's application and the Affidavit of Mortgagor for conformity with the provisions of the Origination, Sale and Servicing Agreement. The Lender has, with due diligence, investigated and verified the information in the Affidavit of Mortgagor and determined such information to be true and correct. Information supplied by the Lender has been accurately supplied by the Mortgagor or the Lender in connection with the Mortgage Loan. The Mortgage Loan has been underwritten in accordance with the Origination, Sale and Servicing Agreement and prudent lending practice.

(j) Neither the Seller nor the Mortgagor or spouse or other person related by blood or adoption to such Seller or Mortgagor is a member or officer of the Issuer, or an officer, director or principal shareholder of the Lender, the Trustee or the Servicer/Administrator.

LENDER ALSO CERTIFIES:

IF NEW CONSTRUCTION, CERTIFICATE OF OCCUPANCY DATE: _____

Dated

Signature of Authorized Officer

Telephone Number of Authorized Officer

Print Name & Title of Authorized Officer