

**Capital Area Housing Finance Corporation  
2009 SINGLE FAMILY - AFFIDAVITS/CERTIFICATION**

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

**MORTGAGOR AFFIDAVIT**

**STATE OF TEXAS**

**COUNTY OF** \_\_\_\_\_

**SERVICER LOAN #** \_\_\_\_\_

The undersigned, as part of my(our) application for a Capital Area Housing Finance Corporation bond program loan, from a participating lender of my (our) choice for a single-family residence that will become my(our) permanent, primary residence, being first duly sworn state the following information to be true and correct:

\_\_\_\_\_  
MORTGAGOR LAST NAME FIRST MIDDLE

\_\_\_\_\_  
COMORTGAGOR LAST NAME FIRST MIDDLE

ADDRESS BEING PURCHASED \_\_\_\_\_

\_\_\_\_\_  
CITY COUNTY ZIP CODE **TEXAS**

**CHECK AS APPLICABLE:**

\_\_\_\_\_ New Construction \_\_\_\_\_ Existing \_\_\_\_\_ Non-Targeted Area \_\_\_\_\_ Targeted

**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 exception to the first-time homebuyer requirement for Residences to Veterans under Section 143(d)(2)(D). Attached hereto are true and correct copies of my discharge or release papers, which demonstrate that such discharge or release was other than dishonorable.

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

\_\_\_\_\_  
Total Persons in Household \_\_\_\_\_ Number of Income Recipients \_\_\_\_\_ Number of Minors \_\_\_\_\_

**Household Income** includes the anticipated gross income from all sources of all persons in the household 18 years of age or older

	Mortgagor	Spouse or CoMortgagor	Other Occupant(s)
Annual Wages, Commissions, Bonuses	\$ _____	\$ _____	\$ _____
Self-Employment (Plus Depreciation)	\$ _____	\$ _____	\$ _____
Dividends/Interest/Annuities/Pensions	\$ _____	\$ _____	\$ _____
Child Support/Alimony/Public Assistance	\$ _____	\$ _____	\$ _____
Other Income	\$ _____	\$ _____	\$ _____

**Grand Total Annual Household Income (Add All Amounts Above)** \$ \_\_\_\_\_

The Adjusted Gross Income (AGI) of the Mortgagor and all adult persons intending to reside with the Mortgagor in the residence as set forth on the federal income tax returns for the previous year for such persons is \$ \_\_\_\_\_.

**The 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 Mortgagor(s) or any other person(s) to or for the benefit of the seller(s); points paid by the seller(s) excluding "usual and reasonable settlement and financing costs," additional amounts paid for fixtures under state law (i.e, light fixtures, window treatments, floor carpeting; capitalized value using discount rate established by the Issuer 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 mortgagor(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 mortgagor(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 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.

**REV 2-24-10 AFFIDAVIT 1, ORIGINAL WITH COMPLIANCE FILE, COPIES: MORTGAGOR, LENDER**

**AND THAT (a)** the 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 respectively in a two-to-four family residence; and I(we) will immediately notify the Servicer 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 for which this mortgage loan is being requested and will not replace my(our) existing mortgage or land contract or a newly constructed residence has not and will not be occupied prior to loan commitment and the proceeds of the mortgage loan will not be used to replace my(our)existing mortgage, unless such loan is a construction, bridge or temporary initial financing of 24 months or less; **(c)** unless the residence is located in a targeted area or is for a qualified veteran, all mortgagors and spouses 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, in 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 until some later date, ownership interest in trust or life estate interest*); **(d)** no portion of the financing of the residence will receive a Mortgage Credit Certificate; **(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 mortgage revenue bond program; **(f)** no person related to me(us) has or is expected to have an interest as a creditor in the mortgage loan; **(g)** I(we) must meet all federally and locally mandated requirements to qualify for the mortgage loan; **(h) 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.**

Further, I/We state not

\_\_\_\_\_  
SIGNATURE OF MORTGAGOR

\_\_\_\_\_  
SIGNATURE OF COMORTGAGOR

\_\_\_\_\_  
Printed Name OF MORTGAGOR

\_\_\_\_\_  
Printed Name OF COMORTGAGOR

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

PERSONALIZED  
SEAL

\_\_\_\_\_  
Notary Public Signature

**SELLER/BUILDER AFFIDAVIT**

I/We the undersigned, as an essential participant in an application for a single family mortgage revenue bond program loan being submitted by the above named Mortgagors in connection with the Mortgagor's(s') purchase from the undersigned of a single family residence (the "Residence"), being first duly sworn hereby state the following:

I(We) certify that I(we) are the Seller (or Builder) of the Residence and that the Residence is a single family residence located at the above address.

I(We) certify that (1) the total amount 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. This amount includes all amounts considered above under the paragraph entitled Total Acquisition Cost.

I(We) have not entered into any other contract or agreement with the Mortgagor(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 Mortgagor(s) eligibility.

\_\_\_\_\_  
Dated Signature of Seller or Signature of Builder Representative  
\_\_\_\_\_  
Printed Name of Seller or Builder Representative

\_\_\_\_\_  
Dated Signature of Seller -If Seller Is Not an Individual, Type/print Name and Title and Name of Selling Entity. If Signator Is Not the Owner, Type/print Name and Title. Attach Copy of Power of Attorney.  
\_\_\_\_\_  
Printed Name of Seller

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

PERSONALIZED  
SEAL

\_\_\_\_\_  
Notary Public Signature

**LENDER CERTIFICATION**

\_\_\_\_\_ The Lender, certifies that as of the date of closing it has (1) reviewed the foregoing certifications of the Mortgagor(s) and the Seller/Builder and found them to be true and correct; (2) has charged the Mortgagor(s) only reasonable and customary fees of processing the financing and no more than charged to buyers of other products we originate; and (3) after completion of all underwriting, verifications and investigations has approved the mortgage loan. The Lender hereby agrees that it will immediately forward to the Servicer all information which it may receive during the life of the mortgage loan which (1) may indicate that the mortgagor(s) may have made a misrepresentation in applying or (2) may affect the mortgagor's continued eligibility. Lender also certifies that if new construction, Certificate of Occupancy Date is \_\_\_\_\_ and **"MID CREDIT SCORE" USED TO QUALIFY BORROWER(S)** is \_\_\_\_\_ and if Homebuyer Education required that an approved provider actually conducted the training.

\_\_\_\_\_  
Dated Signature of Authorized Officer

\_\_\_\_\_  
Telephone Number of Authorized Officer Print Name & Title of Authorized Officer