





**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 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 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.

(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: \_\_\_\_\_  
"MID CREDIT SCORE" USED TO QUALIFY BORROWER(S) IS \_\_\_\_\_

\_\_\_\_\_  
Dated

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

\_\_\_\_\_  
Telephone Number of Authorized Officer

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