

**Dakota County Community Development Agency
Single Family Mortgage Revenue Bonds (Mortgage-Backed Securities Program)
AFFIDAVITS AND CERTIFICATIONS**

MORTGAGOR'S AFFIDAVIT

This Mortgagor's Affidavit is considered part of the application for the loan, and is incorporated therein. If any of the facts contained in the Mortgagor Affidavit are found to be incorrect, the Issuer may exercise its right under the Mortgage Note and Mortgage to declare the remaining principal balance of the loan immediately due and payable. In addition, under the Minnesota Criminal Code, a person who obtains funds through sworn false representation is guilty of perjury and theft and may be sentenced accordingly. The undersigned hereby states under oath that I am the purchaser and mortgagor of a Single-Family Residence

MORTGAGOR LAST NAME FIRST MIDDLE

COMORTGAGOR LAST NAME FIRST MIDDLE

(referred to together herein as the "Mortgagor")

ADDRESS BEING PURCHASED _____

CITY DAKOTA COUNTY ZIP CODE MN

CHECK AS APPLICABLE: New Construction Existing Targeted Non Targeted

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.

True and correct copies of Federal Income Tax Returns filed with the IRS for the past three (3) years for the Mortgagor and spouses are submitted herewith or the Mortgagor was exempt from filing such returns for the following reason: _____

Unless the Mortgage Loan is a Qualified Rehabilitation Loan, described below, during the last 3 years, the Mortgagor did not have any present ownership interest in a principal residence, including an interest in a factory-made house, such as a mobile home permanently affixed to and owned by Mortgagor. The Mortgagor understands that "present ownership interest" includes the following types of interest: (i) a fee simple interest, (ii) a joint tenancy, a tenancy in common or tenancy by the entirety, (iii) the interest of a tenant-stockholder in a cooperative, (iv) a life estate, (v) a contract to purchase residential real estate, or (vi) an interest held in a trust established by Mortgagor or some other person. The Mortgagor further understands that "present ownership interest" does not include (i) a remainder interest, (ii) an ordinary lease, with or without an option to purchase, (iii) a mere expectancy to inherit an interest in a principal residence, (iv) the interest that a purchaser of a residence acquires on the execution of a purchase contract, and (v) an interest in other than a principal residence during the previous 3 years.

Household Size. The following is true and correct information about Mortgagor's household: **Number in Household**
 Number of Income Recipients **Number of Minors**

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).

	<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)	\$ _____		

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.

Acquisition Cost. The acquisition cost of the Property, excluding personal property but including fixtures and cost of land if purchased separately and not owned more than 2 years, is \$_____. The Property is a completed residential unit. If the property is existing housing, no repair or rehabilitation to the Property is necessary to bring the property into compliance with industry accepted underwriting standards, or I have included in the acquisition cost the cost of any such repair or rehabilitation. If the Property is new construction, no additional work is necessary to complete the Property to permit occupancy under local law or to finish the Property to the extent normally provided by the builder. Mortgagor understands that for the purposes of the foregoing the "acquisition cost" of the Property is the cost of acquiring the Property 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 Property; (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, Mortgagor's family includes only Mortgagor's brothers and sisters (whether by whole or half blood), spouse, ancestors, and lineal descendants; (d) the cost of land which has been owned by Mortgagor for at least two (2) years prior to the date on which construction of the residences begins. The Mortgagor has not assumed or incurred any indebtedness to anyone relating to the acquisition of the Property other than to the Property Seller and those entities, if any, responsible for the rehabilitation work as shown in the agreements referred to in this Affidavit. A true and correct copy of the complete agreement with the seller for the purchase of the Property and copies of complete documentation of rehabilitation or repair work, if any, completed on the Property on behalf of the Mortgagor have been provided to the Lender, and the purchase price and the total rehab costs stated therein are true, correct and complete as stated. The Mortgagor does 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. The Mortgagor (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. The Mortgagor has made no material misstatements in connection with the application for the Mortgage loan evidenced by the Note and Mortgage. 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 Housing Finance Program of the Dakota County Community Development Agency. 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

SERVICER LOAN # _____

The property securing the Mortgage Loan is a Residence, the Mortgagor's Household Income does not exceed the Maximum Household Income, and the Mortgagor, Residence and Mortgage Loan satisfy the requirements of the Origination Agreement, particularly Article IV thereof. As required in Section 4.04 of the Origination Agreement, the Lender has verified that either (check one): the Mortgagor has not owned a principal residence within 3 years prior to the date of the Note, or the Mortgage Loan is a Qualified Rehabilitation Loan. The Lender has verified the other Mortgage Eligibility Requirements with respect to the Mortgage Loan in accordance with Section 4.04(d) of the Origination Agreement.

The Lender has not provided any financing in this transaction except for the subject Mortgage Loan and a DPL, if applicable.

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 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 Agreement.

Except with respect to liens, defects, exceptions and encumbrances permitted by the Origination 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.

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 Borrower for the granting of a Note and Mortgage on the Residence 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.

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 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.

Lender has inspected or caused an appraiser to inspect the 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.

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

The Mortgage Loan has been originated in accordance with the Origination Agreement and the Issuer's Housing Finance Program. The Lender has reviewed the Mortgagor's application and the Affidavit of Mortgagor for conformity with the provisions of the Origination 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 Agreement and prudent lending practice.

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.

In connection with the closing of the Mortgage Loan, the Lender charged an origination fee of \$ _____, which is not more than 1% of the principal amount of the Mortgage Loan, a Bond Loan Application Fee not in excess of \$225, a tax service fee of \$85 and a Transfer Fee of \$150.00, if there is an amortizing second mortgage, a one-time per-loan fee of \$175.00 may also be charged all subject to being permitted by the Agency (FHA, etc); Other than such fees, no fees, or charges imposed in connection with the Mortgage Loan exceed the reasonable and customary amounts charged by the Lender for mortgage loans not funded from the proceeds of tax exempt bonds.

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