

**HOUSING FINANCE AUTHORITY OF MIAMI-DADE COUNTY
SINGLE FAMILY MORTGAGE REVENUE BOND PROGRAM - AFFIDAVIT**

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

MORTGAGOR AFFIDAVIT

STATE OF FLORIDA
COUNTY OF _____

SERVICER LOAN # _____

The undersigned, as part of my(our) application for a Single Family Mortgage Revenue Bond Loan that may include other forms of Assistance for a single-family residence (the Residence) that 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:

MORTGAGOR LAST NAME FIRST MIDDLE SOCIAL SECURITY #

COMORTGAGOR LAST NAME FIRST MIDDLE SOCIAL SECURITY #

ADDRESS BEING PURCHASED

CITY _____ County **Miami-Dade** ZIP CODE _____ **FLORIDA**

CHECK AS APPLICABLE: _____ New Construction _____ Existing _____ Non-Targeted Area _____ Targeted

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 over. **For ADDI loans**, use total income from summary of income form Line 7, insert in "Grand Total Line" & attach Summary.

	<u>Mortgagor</u>	<u>CoMortgagor/Spouse</u>	<u>Other Occupants</u>
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) \$ _____

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 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 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.

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TOTAL ACQUISITION COST \$ _____

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 in a two-to-four family residence; and I(we) will immediately notify the Mortgage Servicer in writing if the residence ceases to be my(our) principal, permanent residence; **(b)** this is not a refinancing and an existing, previously occupied residence for which this mortgage loan is being requested 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)** for homes in non-targeted areas, 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, 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

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 any other property being contemporaneously acquired with the Residence, including all money to be paid to me(us) and any goods and services to be provided to me/us (**but not** property purchased, except to the extent the cost of such property exceeds the fair market value, usual and reasonable settlement [such as titling and transfer costs, title insurance, survey fees and similar] and financing costs [credit references, legal and appraisal fees, points paid by the purchaser {not paid by the seller, even though borne by the purchaser through a higher purchase price}] and other costs of financing the Residence; value of services performed by any Mortgagor's family (includes only the Mortgagor's brothers or sisters [full or half blood], spouse, lineal ancestors and descendants] in completing the Residence; plus the cost of land which has been owned by the Mortgagor(s) for at least 2 years prior to the date on which construction of the Residence begins.

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If the residence has not been completely constructed. A written estimate of completion is attached and incorporated into this Affidavit.

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

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.

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

PERSONALIZED
SEAL

Notary Public Signature

LENDER CERTIFICATION

_____ The Lender, as of the date of closing 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 other non-bond loans; 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 Master Servicer all information which it may receive during the life of the mortgage loan which may indicate that the mortgagor(s) may have made a misrepresentation in applying and/or may affect the mortgagor's continued eligibility.

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