



Mortgage Loan Program Borrower Affidavit

INSTRUCTIONS:

Complete item #1. Items #2 through #20 must be reviewed, investigated and evaluated by the Minnesota Housing Lending Partner.

The Borrower Affidavit must be executed by the Borrower(s) and duly notarized.

BORROWER AFFIDAVIT FOR FIRST TIME HOMEBUYER

This Borrower Affidavit shall be considered part of the application for the loan, and is incorporated therein.

If any of the facts contained in the Borrower Affidavit are found by Minnesota Housing to be incorrect, Minnesota Housing 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, hereinafter collectively referred to as "the Borrower," affirms as follows:

1. The Borrower is purchasing the property located at:

Street Address

City

County

legally described as follows (the "Property"):



2. The Borrower intends to occupy the Property as the Borrower's principal residence promptly after closing of the Mortgage loan but in no event more than sixty (60) days after such closing.
3. The Borrower has no present intent to lease, sell, assign or transfer any interest of the Borrower in the Property to another.
4. The Borrower has not entered into any agreements, understanding or other arrangement to lease, sell, assign or transfer the referenced Property.
5. If the Property contains more than one dwelling unit, there are no more than two units, at least one of which will be occupied by the Borrower within sixty (60) days after closing of the Mortgage loan, and the Property was first occupied as a residence at least five (5) years before the date on which the Note is executed.
6. The Borrower does not now and does not intend to use more than fifteen percent (15%) of the total area of the Property primarily in a trade or business in a manner which would permit the Borrower to take a deduction for any portion of the costs of the Property for expenses incurred in connection with such trade or business use of the Property on the Borrower's federal income tax return.¹

¹ For at-home day care, less than 15% of the residence is used regularly and exclusively for the business

7. The Borrower does not now and does not intend to use the Property as an investment Property (except with respect to the rental of a unit in a two-unit residence) or as a recreational home.

8. During the last three (3) years the Borrower 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 land owned by the Borrower. The Borrower 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 Borrower or some other person. The Borrower further understands that a "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 three years.

9. A true and correct copy of the complete agreement with the Property 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 Borrower has been provided to the Minnesota Housing Lending Partner and the Purchase Price and the total rehab costs stated therein are true, correct and complete as stated.

10. The Borrower 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 paragraph 9 hereof.

11. With respect to the Acquisition Cost of the Property, the price stated in the agreement between the Borrower and the Property Seller of the Property is true and correct and represents the complete agreement between the purchaser or purchasers (or a related party for the benefit of the purchaser) and the Property Seller (or a related party to or for the benefit of the Property Seller) with respect to the Purchase Price including the price of all fixtures. Any indebtedness assumed or incurred by the mortgagor or anyone active on his or her behalf directly or indirectly (including any special assessments) has been disclosed, in writing, to the Minnesota Housing Lending Partner.

12. The Property is a completed residential unit. If the Property is existing housing, no repair or rehabilitation to the Property is necessary (other than as may be documented pursuant to paragraph 9 above) to bring the Property into compliance with industry accepted underwriting standards. If the Property is new construction, no additional work is necessary to complete the Property so as to

permit occupancy under local law or to finish the Property to the extent normally provided by the builder.

13. The Borrower is using the proceeds of the Mortgage loan for the purpose of acquiring the Property and, if applicable, to complete rehabilitation and repair of the property and not for the repayment or refinancing of existing mortgages or debts other than (a) construction period loans, or (b) similar temporary initial financing which had a term of twenty-four (24) months or less.

14. No part of the proceeds of the Mortgage loan is being applied to purchase appliances, furniture or other personal property not permanently affixed to the Property. If the purchase agreement with the Property Seller described in paragraph 9 is inconsistent with this representation, those provisions in the purchase agreement do not reflect the intention of the Borrower and the Property Seller, as evidenced by paragraph 4 of the Property Seller Affidavit, in which the Property Seller makes an equivalent affirmation, and are hereby deleted from the purchase agreement.

15. The Borrower has provided the Minnesota Housing Lending Partner with true and correct signed copies of his or her federal income tax returns for the last three years as filed with the Internal Revenue Service or as certified in accordance with the procedures set forth in Section 6103, Internal Revenue Code of 1954, as amended; or in lieu thereof, was not required to file a federal income tax return for one or more of the preceding three years.

16. The Borrower agrees to notify Minnesota Housing immediately in the event that he or she vacates the Property, and to keep Minnesota Housing informed of his or her current mailing address.

17. The Borrower will not unreasonably withhold his or her consent to any inspection of the Property (the exterior and interior thereof) conducted by the Minnesota Housing Lending Partner or its agents and/or Minnesota Housing or its agent, for the purpose of verifying the truth of any of the statements contained in this Borrower Affidavit, provided the inspection is conducted at a reasonable time and in a reasonable manner.

18. If the Property is prefab or manufactured housing or any other factory-made building, it is permanently fixed to land owned by the Borrower by way of foundation and is taxed as real property.

19. The Borrower made no material misstatements in connection with the application for the Mortgage loan evidenced by the Note and Mortgage.

20. The Borrower has duly executed either FNMA Form 1003/FHLMC Form 65, Residential Loan Application, or HUD Form 92900/VA Form 26-1802A, HUD/FHA Application for Insurance under the National Housing Act/VA Application for Home Loan Guaranty, as applicable, within the four (4) month period ending on the date

of the closing of the Mortgage loan, states that all information on the applicable form was true and correct as of the date of execution, and states that on said form all sources of Borrower income have been disclosed and recited, including salary, commissions, bonuses, earnings from part-time employment, interest, dividends, tips, gains on sales of securities, annuities, pensions, royalties, Veterans Administration compensation, net rental income from all sources, alimony, child support, public assistance, sick pay, social security benefits, income received from business activities or investments, estate or trust income, unemployment compensation and miscellaneous income.

BORROWER(S)

Borrower's Signature

(Print Borrower Name)

Co-Borrower's Signature

(Print Co-Borrower Name)

State of _____ }
(Name of State) } SS.
County of _____ }
(Name of County) }

This instrument was acknowledged before me this _____ day of _____,
(day) (month)
_____, by _____,
(year) (Print Borrower Name) (Print Co-Borrower Name)

Notary Stamp

Notary Public Signature