



## Mortgage Loan Program Property Seller Affidavit

**INSTRUCTIONS:** The Minnesota Housing Lending Partner must complete item #1; review, investigate and confirm items #2 through #5 and execute the **Minnesota Housing Lending Partner's Statement** on page 4 of the Property Seller Affidavit.

The Property Seller must review items #1 through #5 and execute and duly notarize item #6. If there are multiple Property Sellers involved in the transaction, only one Property Seller is required to sign the Property Seller Affidavit.

If the Property Seller Affidavit is executed by an Attorney-In-Fact, Guardian, Conservator, Personal Representative Executive, Trustee, etc. on behalf of the Property Seller, the Minnesota Housing Lending Partner must confirm that the appointed person has knowledge of the facts stated in the Property Seller Affidavit. Copies of appropriate document(s) or a court order authorizing the person executing the Property Seller Affidavit to sign must be in the loan file and supplied to Minnesota Housing upon request.

DO NOT ALTER THIS DOCUMENT.

---

### PROPERTY SELLER AFFIDAVIT

The undersigned hereinafter collectively referred to as the "Property Seller", after first being duly sworn, states as follows:

1. Property Seller is selling to \_\_\_\_\_  
(name of Borrower)  
\_\_\_\_\_(the "Purchaser"),  
(name of Co-Borrower(s))

the residence located at:

---

Street Address

City

County

legally described as follows (the "Property"):



2. A true and correct copy of a complete agreement for the purchase of the Property is annexed hereto and the purchase price stated therein is true, correct and complete as stated.
3. The price stated in the agreement between the Property Seller and the Purchaser of the Property represents the complete agreement with respect to the purchase price 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) including the price of all fixtures.
4. 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 2 is inconsistent with this representation, those provisions in the purchase agreement do not reflect the intention of the Property Seller and the Borrower, as evidenced by paragraph 14 of the Borrower Affidavit, in which the Borrower makes an equivalent affirmation, and are hereby deleted from the purchase agreement.

5. No part of the proceeds of the Mortgage loan will be used directly or indirectly to repay an existing loan made by the Property Seller or any persons acting on the Property Seller's behalf to the Purchaser or any person acting on the Purchaser's behalf in connection with the residence except for construction period loans or similar temporary initial financing with a term of 24 months or less.

6. The undersigned hereby states that he/she has personal and direct knowledge of each and every preceding statement, and that each and every statement, factual or otherwise, is true and correct.

<b>Seller(s) is Individual</b>
_____
Seller Signature
_____
Print Seller Name
_____
Seller Signature
_____
Print Seller Name

**OR**

<b>Seller is Entity (Company)</b>
_____
Name of Entity
_____
Signature of Entity Representative
_____
Print Name of Entity Representative
_____
Title of Entity Representative

State of \_\_\_\_\_ }  
(Name of State) } **SS.**  
County of \_\_\_\_\_ }  
(Name of County)

This instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_,  
(day) (month)

20 \_\_\_\_\_, by \_\_\_\_\_,  
(year) (Name of Person (Individual Seller or Entity Representative) signing above)

\_\_\_\_\_  
Notary Stamp

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

## MINNESOTA HOUSING LENDING PARTNER'S STATEMENT

I, the undersigned Minnesota Housing Lending Partner, certify that the Property Seller has signed the Property Seller Affidavit and if an appointed person has signed on behalf of the Property Seller, the appropriate authorizing document(s) has been provided and the authorizing document(s) has not expired, been revoked or otherwise terminated and is still in force and effect as of the date of closing, and copies will be retained in the loan file.

### MINNESOTA HOUSING LENDING PARTNER:

\_\_\_\_\_  
Minnesota Housing Lending Partner Name (Organization Name)

By: \_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

Its: \_\_\_\_\_  
Title

Examples of Authorizing Documents:

<b>If the Seller's Affidavit is Signed By:</b>	<b>Authorizing Document</b>
Attorney in Fact	Power of Attorney
Personal Representative Executor	Letters Testamentary of Administration
Guardian/Conservator	Letters of Guardian or Conservatorship
Trustee	Trust
Authorized Signatory	Delegation of Signing Authority