Mortgage Credit Certificate Program
Property Seller Affidavit
Fannie Mae or Institutional Sellers

INSTRUCTIONS: The Minnesota Housing Lending Partner must complete item #1 and review, investigate and confirm items #2 through #9.

The Property Seller must review items #1 through #9 and execute and duly notarize item #10. 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 the appointed person's authority to sign 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
FOR
MORTGAGE CREDIT CERTIFICATE

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

1. Fannie Mae or other institution as Property Seller is selling to

_____(the "Purchaser"),
(name of Borrower) (name of Co-Borrower(s))

the residence located at:

_____
Street Address City County

Or 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. To the best of the Property Seller's knowledge, 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. To the best of the Property Seller's knowledge, 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 Purchaser, as evidenced by paragraph 20 of the Borrower Affidavit, in which the Purchaser makes an equivalent affirmation, and are hereby deleted from the purchase agreement

5. To the best of the Property Seller's knowledge, 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 purchase price of the Property has not been altered as a result of the Borrower's application or eligibility for the Mortgage Credit Certificate (MCC) Program.

7. The Property Seller has not entered into any contract or agreement, either express or implied, with the Purchaser of the Property to perform any additional construction on the Property or to transfer additional property for additional cost other than personal property contained in the Property which is listed by item and amount on an exhibit attached hereto and made a part of this Affidavit.

8. The Property Seller has not attempted, directly or indirectly, to prohibit the Purchaser from seeking financing from any particular lender, or attempted to require the Purchase to seek financing from a specific lender.

9. The Participating Lender has explained to me/us the contents and purposes of this Affidavit and that I/we could be subject to prosecution if I/we do not truthfully complete this Affidavit to the best of the Property Seller's knowledge. The Property Seller acknowledges and understands that this Affidavit will be relied upon for purposes of determining the Purchaser's eligibility for the MCC Program. The Property Seller acknowledges that a material misstatement negligently made in this Affidavit or in any other statement made by the Property Seller in connection with the MCC Program will constitute a federal violation punishable by a fine, and a misstatement fraudulently made in this Affidavit or in any other statement made by the Seller in connection with the Purchaser's application for the MCC Program will constitute a federal violation punishable by a fine and revocation of the MCC, which will be in addition to any criminal penalty imposed by law.

(THE REMAINING PORTION OF THIS PAGE WAS INTENTIONALLY LEFT BLANK.)

10. The undersigned hereby states, to the best of their knowledge, that each and every preceding statement, factual or otherwise, is true and correct.

SELLER ACKNOWLEDGEMENT:

Seller is Institution

_____
Name of Institution

_____
Signature of Institutional Representative

_____
Print Name of Institutional Representative

_____
Title of Institutional Representative

NOTARY SECTION:

State of _____
(Name of State where witnessed)

County of _____
(Name of County where witnessed)

ss.

This instrument was acknowledged before me this_____ day of _____, _____
(Day) (Month) (Year)

by _____.
(Name of Person (Individual Seller or Entity Representative) signing above)

_____ _____
Notary Stamp Notary Public Signature

Examples of Authorizing Documents:

If the Seller's Affidavit is Signed By:	Authorizing Document
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