

MARYLAND DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT

**COMMUNITY DEVELOPMENT ADMINISTRATION
SINGLE FAMILY BOND PROGRAM**

BUYER'S AFFIDAVIT

Instructions to Lender.

Use this form to apply for a mortgage loan to purchase a single-family residence. Do not use for home improvement loans, rehabilitation loans, or Special Purpose Investment Fund ("SPIF") loans.

Instructions to Borrower.

- Check true statements and fill in blanks.
 - Attach additional information as necessary.
 - If you need help, ask your lender.
 - Answer all questions accurately and completely.
 - You are receiving a special loan at a below market rate of interest. The Lender and the Maryland Community Development Administration must rely on your statements in this affidavit to assure that you qualify for this loan.
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- **False or incomplete answers may cause default and foreclosure on your mortgage.**
 - **IT IS A FEDERAL OFFENSE PUNISHABLE BY A MAXIMUM OF A \$1,000,000 FINE, THIRTY YEARS IMPRISONMENT, OR BOTH, KNOWINGLY TO MAKE A FALSE STATEMENT IN THIS AFFIDAVIT (TITLE 18 UNITED STATES CODE, SECTION 1014).**

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BUYER'S AFFIDAVIT

A. Borrower

	<u>Borrower</u>	<u>Co-Borrower</u>
Full Name:	_____	_____
Current address:	_____	_____
	_____	_____
Daytime telephone:	_____	_____

B. Location of Residence

We want to use the Maryland Mortgage Program to finance the purchase of the following residence (the "Residence"):

Address:

County: _____
[or **check here** _____ for Baltimore City]

C. Occupants

Total Number of residents (household members) _____

Identify all persons who will live in the Residence:

	<u>Name</u>	<u>Age</u>	<u>Relationship (if any)</u>
Borrower	_____	_____	_____
Co-Borrower	_____	_____	_____
Other Occupants	_____	_____	_____
	_____	_____	_____

D. Use of Residence

[Check if true:]

1. _____ We intend to move into the Residence as our principal residence (our home) within 60 days after closing.
2. _____ We will not use the Residence in any business, including a home office or a child day care business. *If you intend to use any portion of the Residence in a business, **please check here** ___ and obtain and fill out an "Additional Buyers Affidavit Relating to Business Use of Residence" (Attachment N) obtained from your lender.*
3. _____ We will not lease any portion of the Residence to any other person.
4. _____ If the Residence includes a yard or other land as may be appropriate for basic livability, we will not use the land in any agricultural, nursery or landscaping business.
5. _____ The Residence is a permanent building, either conventional construction or a prefabricated or manufactured housing (double-wide mobile home) on a permanent foundation that meets requirements of Program. It is not a cooperative or an investment property.
6. _____ The Residence is a single-family residence.

[Check (a) or (b):]

- 7a. _____ The Residence is newly constructed housing. We will be the first occupants.
- 7b. _____ The Residence is existing housing that other people have already occupied, either as owners or tenants.

E. Use of Mortgage Proceeds

[Check if true:]

8. _____ We will use the proceeds of our mortgage to finance the purchase of the Residence, or the construction of the Residence, if it is newly constructed housing.
9. _____ We are not using the proceeds of our mortgage to purchase furniture or appliances other than fixtures sold to us as part of the Residence.
10. _____ We are not using our loan to refinance our debt under a prior loan.

*Note: If you are using your mortgage to retire construction financing, a bridge loan, or a "contract for deed" to land **please check here** _____ and attach description.*

11. _____ We are not using the proceeds of our mortgage to pay any settlement or financing costs related to the mortgage loan.

*Note: If your loan is guaranteed by RHS (and the appraised value exceeds the purchase price) and you are financing closing costs in your mortgage, **please check here** _____.*

12. _____ The sales contract submitted with our application is the only contract between the seller and us concerning the Residence. There are no side agreements or other arrangements.

F. Annual Household Income

- *Include all income, whether or not subject to income tax, of the borrowers and other occupants of the Residence, and whether or not you wish to depend on it for evaluation of your credit.*
- *Our annual gross income at the present time is as follows:*

<u>Item</u>	<u>Borrower</u>	<u>Co-Borrower</u>	<u>Other Occupant of the Residence</u>
13. Salary - state your annual income based on present salary. Do not deduct withholding taxes.	\$ _____	\$ _____	\$ _____
14. Overtime, bonuses, part-time job, self-employment	_____	_____	_____
15. Alimony, child support, public assistance, sick pay, unemployment compensation	_____	_____	_____
16. Pension and social security	_____	_____	_____
17. Interest, dividends or other investment income or trust income	_____	_____	_____
18. Income from rental of property or business activities	_____	_____	_____
19. Other income Description:	_____	_____	_____
20. Total gross annual income	\$ _____	\$ _____	\$ _____

F. Annual Household Income - Continued

<u>Item</u>	<u>Other Occupant of the Residence</u>	<u>Other Occupant of the Residence</u>	<u>Other Occupant of the Residence</u>
13. Salary - state your annual income based on present salary. Do not deduct withholding taxes.	\$ _____	\$ _____	\$ _____
14. Overtime, bonuses, part-time job, self-employment	_____	_____	_____
15. Alimony, child support, public assistance, sick pay, unemployment compensation	_____	_____	_____
16. Pension and social security	_____	_____	_____
17. Interest, dividends or other investment income or trust income	_____	_____	_____
18. Income from rental of property or business activities	_____	_____	_____
19. Other income Description:	_____	_____	_____
20. Total gross annual income	\$ _____	\$ _____	\$ _____

G. Previous Residences

List all principal residences of each Borrower during the last three years and provide the other information requested:

Name of Borrower: _____

Last Three Years (Begin with most recent year)	Address	Type of Residence (Apartment, Single-family Dwelling, Townhouse)	Rent or Own
From_____, 20__ To_____, 20__			
From_____, 20__ To_____, 20__			
From_____, 20__ To_____, 20__			

Name of Co-Borrower: _____

Last Three Years (Begin with most recent year)	Address	Type of Residence (Apartment, Single-family Dwelling, Townhouse)	Rent or Own
From _____, 20__ To _____, 20__			
From _____, 20__ To _____, 20__			
From _____, 20__ To _____, 20__			

Attach additional sheets if needed for additional borrowers.

[Check if true:]

21. _____ Borrower: I have not owned a principal residence in which I resided at any time in the past three years.
22. _____ Co-Borrower: I have not owned a principal residence in which I resided at any time in the past three years.

H. Ownership of Other Real Estate

[Check if true:]

23. _____ I [We] do not own any interest in any land, building, houses, or other real property, except as follows:
- a. _____ I[We] own an interest in a cemetery plot;
- b. _____ I[We] own an interest in the lot on which the Residence will be built;
- c. _____ I[We] own my [our] existing principal residence. It ___ is ___ is not subject to a contract of sale, and will be conveyed by the time of the closing of this mortgage loan.

Note to Lender: *Exception (c) applies to a mortgage loan financing a Residence in a targeted area.*

I. Purchase Price

24. The contract price for purchase of the Residence is \$_____.
25. _____ A true and correct copy of the sales contract is attached to this affidavit.
26. This is _____ is not_____ the entire amount to be paid to the seller for the Residence. There are no side agreements.

[Check (a) or (b):]

- 27a. The Residence as purchased for the above price will be a completed residential unit. "Completed" means suitable for occupancy without the need for additional construction or improvement. Plans for minor repairs or redecorating do not mean the Residence is not completed.
- b. The Residence as purchased will be incomplete. We estimate the cost of completing the Residence at \$_____.

This estimate should not include the value of services to be performed without charge by the borrowers or family (children, parents, siblings) or other occupants of the Residence.

[Check if true:]

28. The purchase price of the Residence includes the cost of the land on which the Residence is located. *[If land was or will be purchased separately **please check here** _____ and attach description.]*
29. The land is subject to a ground lease. *[If true, please attach a description of the ground lease, including the amount of the payments.]*

J. Assets

30. The assets disclosed on the Fannie Mae Form 1003/Freddie Mac Form 65 Application are the total assets of all borrowers.

K. Federal Income Tax Returns

- Attach copies of your Federal income tax returns for the past three years.
- Attach returns for all borrowers.
- If you do not have copies of these returns, attach an executed Form 4506, Request for Copy of Tax Form. This Form authorizes the lender to obtain copies for you.

LENDER MUST COMPLETE THE FOLLOWING.

A. Check here if true:

_____ The Residence is located in a targeted area.

B. Calculate "Total Acquisition Cost":

(1)	Sales contract price	\$_____
(2)	Personal property (other than fixtures) included in sales contract	- \$_____
(3)	Cost of completing residence	+ \$_____
(4)	Capitalized ground rent ¹	+ \$_____
(5)	Greater of cost or fair market value of land owned less than 2 years ²	+ \$_____
	TOTAL ACQUISITION COST	\$_____

LENDER

By: _____
Name: _____
Title: _____

¹ Monthly ground rent multiplied by ground rent factor

² List only if not included in "Sales contract price" above