

Idaho Housing and Finance Association  
**HOME 2<sup>nd</sup> lien**

**Borrower Affidavit and Lender/Broker/Sponsor Certification**

STATE OF IDAHO )  
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COUNTY OF: \_\_\_\_\_ )

I/We, the undersigned, being duly sworn, state under penalty of perjury, that each and every one of the following statements is true and correct.

I/We certify that:

**My/Our legal name(s) are:**

**My/Our current address and phone are:**

\_\_\_\_\_  
(Legal Name)  
Social Security #: \_\_\_\_\_

\_\_\_\_\_  
(Street), City, State Zip

\_\_\_\_\_  
(Legal Name)  
Social Security #: \_\_\_\_\_

\_\_\_\_\_  
(Street), City, State Zip

1. The **residence being purchased** is a single-family dwelling located in the State of Idaho at the following address:

\_\_\_\_\_ and will be occupied within (30) days after the date of the Mortgage Loan closing and maintained as my principle residence throughout the Period of Affordability (as defined below), and .

2. The residence will not be used as an investment property, vacation home, or recreational home and no portion of the property may be used as a rental or to produce income to the household.
3. The proceeds of the Mortgage Loan and HOME Loan funds in this purchase transaction will not be used to replace an existing mortgage or land contract in my name unless the existing mortgage or land contract is for a construction/rehabilitation period twenty-four (24) months or less or a bridge loan or similar temporary initial financing of twenty-four (24) months or less.
4. **ACQUISITION COST:** The appraised value at acquisition of the housing purchased with this HOME Loan assistance (including repairs needed to meet Housing Quality Standards or to make the property accessible for the borrower's disability, if any) may not exceed the limits as set forth by the Idaho Housing and Finance Association (IHFA) for the purposes of this program. Acquisition cost shall mean the cost of acquiring a residence from the seller as a completed residential unit including any costs of repairs needed to meet Housing Quality Standards or to make the property accessible for the borrowers disability and includes the following:

- (i) All amounts paid either in cash or in kind, by the purchaser (or related party for the benefit of the purchaser) to the seller (or related party for the benefit of the seller) as consideration for the residence, including any improvements to the residence paid for by the purchaser and all commissions, whether paid by the buyer/or/seller. However it shall not include usual and reasonable settlement costs or permanent financing charges as determined by IHFA.
- (ii) If a residence is incomplete, the reasonable cost of completing the residence including all builder fees, hookup and tap-in fees, permits, architectural fees, all site improvements, work credits, subcontracted items and construction loan interest. It shall not include the value of services performed by the mortgagor or members of the mortgagor's family in completing the residence.
- (iii) The purchase price of the land. If the land has been received as a gift or obtained more than two (2) years before the date of the applicable Borrower's Affidavit and Lender/Broker/Sponsor Certification, the acquisition cost shall be deemed to be the appraised value of the land.

Total acquisition cost shall be \$ \_\_\_\_\_ and will not exceed the acquisition cost limitation applicable to the residence which is \$ \_\_\_\_\_ in \_\_\_\_\_ County, Idaho. No side deal or agreement, either verbal or written is presently contemplated for the completion of or the addition to this residences, unless the estimated cost of the completion and/or addition is included in the acquisition cost.

5. **INCOME REQUIREMENTS:** My gross household income does not exceed the maximum program income for a household of \_\_\_\_\_ persons in \_\_\_\_\_ County:

- My total annual income to be stated on the Loan Application 1. \_\_\_\_\_
- My additional annual Income not included on line #1 is: 2. \_\_\_\_\_  
 (Borrower must include all income received by the mortgagor(s), the spouse of the  
 mortgagor, and any other person who is expected to live in the residence being financed  
 and/or secondarily liable on the Mortgage Loan).
- My total annual income (add lines #1 & #2) is: 3. \_\_\_\_\_

I understand that I am not eligible for a Down Payment and Closing Costs Program if my annual income as stated on line #3 exceeds \$ \_\_\_\_\_ (Lender/Broker/Sponsor to insert HOME Program Limit.) (Exhibit A – HOME Administrative Plan)

**ADDITIONAL INCOME DEFINED - Inclusions Include but not limited to:** Child support; alimony or separate maintenance payments; periodic payments from trusts, annuities, inheritance, insurance policies, pensions, retirement funds, and lotteries; all public assistance payments (excluding Medicaid); recurring investment income not including gains on a one-time sale or any gains from the sale of the borrowers prior residence; all public assistance payments; voluntary deferred severance compensation plans; payments in lieu of earnings, including social security, unemployment benefits, workers compensation, severance pay, disability or death benefits; income from partnerships, undisbursed profits from a business owned by borrower(s) in whole or in part; regular cash contributions received from persons not living in the household; income from contracts receivable, net rental income and one-time severance pay.

**EXCLUDED INCOME DEFINED - Exclusions include, but not limited to:** Such temporary, nonrecurring or sporadic income as casual sporadic or irregular gifts; the Income of a live-in assistant; amounts that are specifically for or in reimbursement of the cost of medical expenses; lump-sum additions to family assets, such as inheritances; insurance payments (including payments under health and accident insurance and workers compensation), nonrecurring lottery winnings, capital gains for settlement for personal or property losses; amounts of educational scholarships paid directly to the student or to the educational institution and amounts paid by the Government to a Veteran for use in meeting the costs of tuition, books, fees, and equipment, materials, supplies; transportation and miscellaneous personal expenses of the student; income from employment of children (including foster children) under the age of 18 years, payments received for the care of foster children; the special pay to a household member serving in the Armed Forces who is exposed to hostile fire; amounts received under training programs funded by HUD; amounts received by a disabled person that are disregarded for a limited time for purposes of Supplemental Security Income eligibility and benefits because they are set aside for use under a Plan for Achieving Self-Support (PASS); amounts received by a participant in other publicly assisted programs which are specifically for or in reimbursement of out-of-pocket expenses incurred (special equipment, clothing, transportation, child care, etc.) and which are made solely to allow participation in a specific program; temporary nonrecurring or sporadic income (including gifts); or amounts specifically excluded by any other Federal Statute from consideration as income for purposes of determining eligibility or benefits under a category of assistance programs that includes assistance under the United States Housing Act of 1937.

6. PERIOD OF AFFORDABILITY: I, the borrower, understand and acknowledge that during the Period of Affordability as defined in the Deed of Trust Note, the entire indebtedness is due and payable upon sale or transfer of ownership or title of this residence being purchased, and that prepayment of the indebtedness will not cause termination of the Period of Affordability.

Minimum Period of Affordability in years:

Assistance Amounts:	Minimum Period of Affordability in Years:
Under \$15,000	5
\$15,000 to \$40,000	10
Over \$40,000	15

7. REPAYMENT TERMS: The payment shall be applied first to interest accrued on the then unpaid principal balance, at the rate of ZERO PERCENT (0%) per annum, and the balance thereof shall be applied to the principal balance. Both principal and interest shall be payable at the offices of IHFA, at the address set forth above, or such other place as IHFA may designate in writing. Borrower may prepay the principal outstanding hereunder, plus accrued interest thereon, if any, in whole or in part at any time without premium or penalty.

All principal and interest payments are hereby deferred until an event of default occurs or transfer of property without prior consent. If default occurs hereunder, the entire principal sum and accrued interest shall immediately become due and payable without notice, at the option of the holder of this Note. Failure to exercise this option shall not constitute a waiver of the right to exercise the same in the event of any continuing or subsequent default. In the event of default in the payment of this Note, and if same is submitted for collection by IHFA, its successors and assigns, the undersigned agrees to pay all costs of collection, including reasonable attorney's fees.

8. I understand that (a) any transfer of title to or possession of the residence or any portion thereof (b) any assumption of the Deed of Trust which secures the HOME Loan for which the Association has not given prior written consent, (c) any untrue or incorrect statement in this Affidavit, and (d) any non-occupancy by the original recipients of the HOME Loan may result in a portion of the HOME Loan becoming subject to recapture provisions and the recoverable amount immediately becoming due and payable.

9. I authorize the Association, its agent or assigns and the Lender or the Servicer of the Mortgage Loan and/or HOME Loan to conduct such investigation as they deem necessary to ascertain the truth and correctness of the statements made in this Affidavit, and

agree to provide such information as the Association, its agents or assigns and the Lender or Servicer of the Mortgage Loan and/or HOME Loan shall reasonably request for such purposes.

I/WE CERTIFY THAT THE INFORMATION LISTED ABOVE IS GIVEN FOR THE PURPOSES OF OBTAINING ASSISTANCE THROUGH THE IHFA DOWN PAYMENT AND CLOSING COST HOME LOAN PROGRAM AND IS TRUE AND COMPLETE. I/WE REALIZE THAT THE LENDER AND THE ASSOCIATION WILL RELY UPON THIS INFORMATION IN APPROVING THIS MORTGAGE LOAN AND HOME LOAN. (THIS HOME LOAN MUST BE CLOSED WITHIN 90 DAYS OF EXECUTION OF THIS AFFIDAVIT OR THE INCOME MUST BE REVERIFIED).

Date: \_\_\_\_\_ Signature of Borrower: \_\_\_\_\_

Date: \_\_\_\_\_ Signature of Borrower: \_\_\_\_\_

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STATE OF IDAHO )  
 :ss  
County of: \_\_\_\_\_)

On this \_\_\_\_ day of \_\_\_\_\_, in the year 20\_\_, before me, \_\_\_\_\_, a notary public, personally appeared \_\_\_\_\_, \_\_\_\_\_ proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is (are) subscribed to the within instrument, and acknowledge that he (she)(they) executed the same.

\_\_\_\_\_  
(Notary signature)  
NOTARY PUBLIC For Idaho  
Residing at \_\_\_\_\_, therein  
My Commission Expires: \_\_\_\_\_

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**LENDER/BROKER/SPONSOR CERTIFICATION**

The Lender/Broker/Sponsor certifies that upon reasonable investigation the Borrower(s) meets Program eligibility requirements for the IHFA Down Payment and Closing Costs HOME Loan Program and neither the Lender/Broker/Sponsor, Borrower, nor the Seller of the residence have made any negligent or fraudulent, material misstatements in the above affidavit or otherwise in connection with the Borrower(s) application for the Mortgage Loan and/or HOME Loan. Based upon its review of the application and related documents, the Lender further certifies that this Mortgage Loan and HOME Loan are in all respects a prudent Investment.

Date: \_\_\_\_\_ Signature of Lender/Broker/Sponsor: \_\_\_\_\_  
BY: \_\_\_\_\_  
ITS: \_\_\_\_\_

STATE OF IDAHO )  
 :ss  
County of: \_\_\_\_\_)

I, \_\_\_\_\_, a notary public, do hereby certify that on this \_\_\_\_ day of \_\_\_\_\_, in 20\_\_, personally appeared before me, \_\_\_\_\_, who, being by me first duly sworn, declared that he/she is the \_\_\_\_\_ of \_\_\_\_\_, that he signed the foregoing document as \_\_\_\_\_, of the corporation, and that the statements therein contained are true.

\_\_\_\_\_  
(Notary signature)  
NOTARY PUBLIC For Idaho  
Residing at \_\_\_\_\_, therein  
My Commission Expires: \_\_\_\_\_





Todos los pagos del principal e intereses se quedarán diferidos hasta que ocurra un evento de incumplimiento o la transferencia de la propiedad sin consentimiento previo. Si el incumplimiento se produce a continuación, la suma total del balance e intereses acumulados serán inmediatamente exigibles y pagaderos sin previo aviso, a la opción del titular de la presente Nota. La falta de ejercer esta opción no constituirá una renuncia al derecho de ejercer la misma en caso de cualquier incumplimiento continuado o posterior. En caso de incumplimiento en el pago de esta Nota, y si se somete la misma a colección por la IHFA, sus sucesores y cesionarios, el abajo firmante se compromete a pagar todos los costos de colección, incluso los honorarios razonables de abogados.

8. DEFECTO: Un caso de incumplimiento de este préstamo requerirá al Prestatario (s) que pague inmediatamente la presente Nota en su totalidad. Se define por defecto para incluir si el Prestatario (s) deja de ocupar la propiedad como su residencia principal durante el período mínimo de asequibilidad, (b) alquila la propiedad por cualquier motivo durante el período mínimo de asequibilidad, (c) refinancia la propiedad e IHFA determina, a su entera discreción, que la Nota se debe pagar.

9. Entiendo que (a) cualquier transferencia del título o la posesión de la residencia o cualquier porción de la misma (b) cualquier asunción de la Escritura de Fideicomiso que garantiza el préstamo hipotecario HOME, para el cual la Asociación no ha dado su consentimiento previo y por escrito, (c) cualquier declaración falsa o incorrecta en esta Declaración Jurada, y (d) cualquier falta de ocupación por los destinatarios originales del préstamo hipotecario HOME puede resultar en que una parte del préstamo hipotecario HOME, sea objeto a provisiones de recaptura y la cantidad recuperable inmediatamente se convierta en vencida y pagadera.

10. Yo autorizo a la Asociación, sus agentes o cesionarios y al prestamista o el Administrador del Préstamo Hipotecario o el Préstamo HOME que lleven a cabo dicha investigación como lo crean necesario para esclarecer la verdad y exactitud de las declaraciones hechas en esta Declaración Jurada, y me comprometo a proporcionar información que la Asociación, sus agentes o cesionarios y el prestamista o Administrador del Préstamo Hipotecario o Préstamo HOME, razonablemente soliciten para tales fines.

**YO CERTIFICO QUE LA INFORMACIÓN DETALLADA ANTERIORMENTE ES DADA PARA OBTENER AYUDA A TRAVÉS DEL PROGRAMA DE ASISTENCIA CON (SUBSIDIO HOME) EL PAGO INICIAL Y LOS COSTOS DE CIERRE Y ES VERDADERA Y COMPLETA. ENTIENDO QUE EL PRESTAMISTA Y LA ASOCIACIÓN DEPENDERÁN DE ESTA INFORMACIÓN PARA APROBAR ESTE PRÉSTAMO HIPOTECARIO Y PRÉSTAMO HOME. (ESTE PRÉSTAMO HOME DEBE SER CERRADO DENTRO DE 90 DÍAS DE LA EJECUCIÓN DE LA PRESENTE DECLARACIÓN JURADA O EL INGRESO DEBE SER VERIFICADO DE NUEVO).**

Fecha: \_\_\_\_\_ Firma del Prestatario: \_\_\_\_\_

Fecha: \_\_\_\_\_ Firma del Prestatario: \_\_\_\_\_

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ESTADO DE IDAHO )  
 :ss  
 Condado: \_\_\_\_\_)

En este día \_\_\_\_ de \_\_\_\_\_, en el año 20\_\_, ante mí, \_\_\_\_\_, un notario público, apareció personalmente \_\_\_\_\_, \_\_\_\_\_ me comprobó mostrando evidencia satisfactoria de ser la persona cuyo nombre aparece estar suscrito en el instrumento dado, y reconozco que él o ella ejecutó el mismo.

\_\_\_\_\_  
 (Firma del notario)  
 NOTARIO PÚBLICO para \_\_\_\_\_  
 Viviendo en \_\_\_\_\_  
 Mi Comisión se Vence: \_\_\_\_\_

**CERTIFICACIÓN DEL PRESTAMISTA/CORREDOR/PATROCINADOR**

El Prestamista/Corredor/Patrocinador certifica que, tras una investigación razonable del Prestatario(s), él o ella cumple con los requisitos de elegibilidad para el Programa de Asistencia con el Pago Inicial y los Costos de Cierre HOME de la IHFA y ni el Prestamista/Corredor/Patrocinador, el Prestatario, ni el vendedor de la vivienda han hecho errores materiales negligentes o fraudulentos en la declaración jurada de arriba o en conexión con la solicitud del prestatario para el Préstamo Hipotecario o el préstamo HOME.

Basado en la revisión de la solicitud y los documentos relacionados, el Prestamista además certifica que este Préstamo Hipotecario y el Préstamo HOME son en todo aspecto una inversión prudente.

Fecha: \_\_\_\_\_ Firma del  
Prestamista/Corredor/Patrocinador: \_\_\_\_\_  
POR: \_\_\_\_\_  
SU: \_\_\_\_\_

ESTADO DE IDAHO )  
:ss  
Condado: \_\_\_\_\_)

Yo, \_\_\_\_\_, un notario público, por el presente certifico que en este día \_\_\_\_ de \_\_\_\_\_, en 20\_\_, personalmente apareció ante mí, \_\_\_\_\_, quién, estando ante mí bajo juramento, declaró que él / ella es la \_\_\_\_\_ de \_\_\_\_\_, que firmó el documento anterior como \_\_\_\_\_, de la corporación, y que las declaraciones contenidas en ella son verdaderas.

\_\_\_\_\_  
(Firma del notario)  
NOTARIO PÚBLICO para Idaho  
Viviendo en \_\_\_\_\_  
Mi Comisión se Vence: \_\_\_\_\_