

**Reissued Mortgage Credit Certificate  
APPLICATION AFFIDAVIT  
(This form must be notarized)**

THERE ARE IMPORTANT LEGAL CONSEQUENCES TO THIS LEGAL AFFIDAVIT:  
READ IT CAREFULLY BEFORE SIGNING

I (We) the undersigned, as part of my (our) application for a reissued mortgage credit certificate ("Reissued Mortgage Credit Certificate") from Santa Clara County (the "County"), issuer of such certificates under the Reissued Mortgage Credit Certificate program of the County (the "Program"), and as a material inducement to the County to issue such certificate to the undersigned, in connection with the refinancing mortgage loan (the "New Loan") from a participating lender of the undersigned's choosing (the "Lender"), being first duly sworn, state the following:

1 I (We) certify that the following are:

a. My (Our) legal name(s): \_\_\_\_\_  
\_\_\_\_\_

b. Current residence: \_\_\_\_\_  
\_\_\_\_\_

c. Telephone: (work) ( ) \_\_\_\_\_ (home) ( ) \_\_\_\_\_

The Residence will be (and has been) occupied and used as my (our) principal place of residence continuously from the closing date of the Old Loan, and the Residence has not been (and will not be) used as investment property, a vacation home, or recreational home; and not more than 15 percent of the area of the Residence has been (or will be) used in a trade or business. **I (we) certify that I (we) will notify the County in writing if the Residence ceases to be my (our) principal residence.**

2. The New Loan closed on (date) \_\_\_\_\_

3. The New Loan Amount as of the date of issuance is \$ \_\_\_\_\_

4. Is this the first refinance of the borrower's ORIGINAL Loan? \_\_\_\_ Yes \_\_\_\_ No  
(If Yes, complete the following paragraph, if No, skip to question 5)

As of the date of closing of the New Loan, the outstanding principal balance of the Old Loan (i.e. loan being paid off) was \$ \_\_\_\_\_ This is the Certified Indebtedness Amount.

The Certified Indebtedness Ratio is calculated by dividing the certified indebtedness amount by the new loan amount  
**Indebtedness Ratio is \_\_\_\_\_ %.**

5. If this a refinance of a previous refinance that had a Reissued MCC? \_\_\_\_ Yes \_\_\_\_ No  
(If Yes, complete the following)

a **"Certified Indebtedness Ratio" on most recent RMCC (shown in section 5a of Reissued MCC)**  
\_\_\_\_\_ %

b If this is the second, third, fourth or fifth refinance the certified indebtedness amount of the new loan is calculated by multiplying the "Certified Indebtedness Ratio" by the principal balance of the Old Loan (i.e. loan being paid off), not to exceed 100%. **The Certified Indebtedness Amount of the New Loan is**  
\_\_\_\_\_.

6. The amount of tax credit you can claim is the lesser of::

a) Total Annual interest in the taxable year (x) the Certified Indebtedness Ratio (described in Section 4 or 5 above) (x) the tax credit rate of 10%, 15% or 20% (as shown on the existing MCC or RMCC)

**OR**

b) The Reissued Credit Cap Limit as Defined in Exhibit A.

Applicants: \_\_\_\_\_  
\_\_\_\_\_

**PART II**  
**REISSUED MCC APPLICATION AFFIDAVIT**  
**(PLEASE READ CAREFULLY)**

1. The Old Loan is the subject of a mortgage credit certificate issued by the County (the “Existing Mortgage Credit Certificate”).
2. The Reissued Mortgage Credit Certificate is to be issued with respect to the Residence, the same property to which the Existing Mortgage Credit Certificate relates.
3.
  - a. The certificate credit rate with respect to the Existing Mortgage Credit Certificate is 20 percent for MCCs issued through June 30, 1995, and the certificate credit rate with respect to the Reissued Mortgage Credit Certificate (20 percent) is not in excess of that rate.
  - b. The certificate credit rate with respect to the Existing Mortgage Credit Certificate is 15 percent for MCCs issued after June 30, 1995, and through January 31, 1998, and the certificate credit rate with respect to the Reissued Mortgage Credit Certificate (15 percent) is not in excess of that rate.
  - c. The certificate credit rate with respect to the Existing Mortgage Credit Certificate is 10 percent for MCCs issued between February 1, 1998 through January 24, 2001, and the certificate credit rate with respect to the Reissued Mortgage Credit Certificate (10 percent) is not in excess of that rate.
  - d. The certificate credit rate with respect to the Existing Mortgage Credit Certificate is 15 percent for MCCs issued after January 25, 2001, and the certificate credit rate with respect to the Reissued Mortgage Credit Certificate (15 percent) is not in excess of that rate. (Teacher MCCs are issued at a 20% tax credit rate)
4. The undersigned agrees to carefully read the terms of the Reissued Mortgage Credit Certificate (including Exhibit A). The undersigned understands that the reissued credit (the “Reissued Credit”) pursuant to the Reissued Mortgage Credit Certificate may not be larger in any taxable year than the Reissued Credit Cap Limit (as calculated in Exhibit A to the Reissued Mortgage Credit Certificate). The undersigned certifies that the undersigned will not claim a Reissued Credit pursuant to the Reissued Mortgage Credit Certificate with respect to any taxable year unless the Reissued Credit Cap Limit has been calculated by Lender for such taxable year, in accordance with Exhibit A of the Reissued Mortgage Credit Certificate. The undersigned acknowledges that the calculation of the Reissued Credit Cap Limit is the responsibility of the Lender and that the County is not responsible for any errors made in such calculations.
5. The undersigned understands that the maximum MCC credit that can be taken in each year is the lesser of the amount listed in the Exhibit A or the calculation from Part 5b of the Reissued MCC, and that to claim more would be a violation of the Internal Revenue Code.
6. The undersigned understands that the Reissued Mortgage Credit Certificate completely replaces the Existing Mortgage Credit Certificate or Existing Reissued Mortgage Credit Certificate.
7. A related person to the applicant does not have, and is not expected to have, an interest as a creditor in the New Loan.
8. The Reissued Mortgage Credit Certificate was not limited to indebtedness incurred from particular lenders.
9. The New Loan is not (or will not be) used in connection with a qualified mortgage bond or qualified veterans mortgage bond.
10. The undersigned understands that the County has no liability to the undersigned with respect to the issuance of a Reissued Mortgage Credit Certificate and makes no representation or warranty that an application will be processed and accepted and a Reissued Mortgage Credit Certificate will be issued.

**PART III-REISSUED MCC  
APPLICATION AFFIDAVIT  
(PLEASE READ CAREFULLY)**

The undersigned understands that this affidavit is made under penalties of perjury. Any fraudulent statement made in this affidavit will result in (a) revocation of the applicant's Reissued Mortgage Credit Certificate, and (b) a \$10,000.00 penalty pursuant to Section 6709 of the Internal Revenue Code of 1986, as amended (the "Code")

MUST BE SIGNED BEFORE A NOTARY PUBLIC:

DATED: \_\_\_\_\_

_____	_____
SIGNATURE OF APPLICANT	SOCIAL SECURITY #
_____	_____
SIGNATURE OF APPLICANT	SOCIAL SECURITY #
_____	_____
SIGNATURE OF APPLICANT	SOCIAL SECURITY #

**STATE OF CALIFORNIA**

County of \_\_\_\_\_

On \_\_\_\_\_, before me, \_\_\_\_\_, a Notary Public

personally appeared \_\_\_\_\_

(Name of Signer(s))

- personally known to me
- 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 acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signatures(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

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

**LENDER CERTIFICATION**

To the best of its knowledge, the undersigned Lender certifies that no material misstatements appear in this affidavit for a Reissued Mortgage Credit Certificate. The undersigned has contacted the lender with respect to the Old Loan (if different from the Lender) to verify (or has verified in some other manner) (a) the outstanding principal balance of the Old Loan (exclusive of accrued interest and other charges) as of the date of closing of the New Loan; (b) that the terms of the Old Loan are the same as the terms of the Old Loan stated in the documents provided by the applicant in this affidavit. The Lender certifies that it will calculate and provide to the applicant the Reissued Credit Cap Limit and the Reissued MCC Ratio (as defined in Exhibit A to the Reissued Mortgage Credit Certificate) and, if the Old Loan is an adjustable rate, the annual percentage rate (APR) of the New Loan, calculated in accordance with the Federal Truth in Lending Act, 15 U.S.C.A. §1601, et seq., and the regulations promulgated thereunder. The undersigned understands that these certifications are made under penalties of perjury. Any fraudulent statement made with respect to these certifications will result in (a) revocation of the applicant's Reissued Mortgage Credit Certificate, and (b) a \$10,000.00 penalty pursuant to Section 6709 of the Code.

Date: \_\_\_\_\_

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

(signature of loan agent or loan officer)

Printed Name: \_\_\_\_\_

Phone: \_\_\_\_\_