

Mortgage Credit Certificate Program
APPLICATION AFFIDAVIT

1. I (we) the undersigned, as part of my (our) application for mortgage credit certificate (“MCC”) from the County of Santa Clara (County), issuer of such certificates, under the County Mortgage Credit Certificate Program (the “Program”), and as a material inducement to the County to issue such certificate to the undersigned, in connection with the financing, with a mortgage loan (the “Mortgage Loan” from a lender of the undersigned’s choosing (the “Lender”), of the undersigned’s purchase of a single-family home (the Residence”), being first duly sworn, state the following:

I (We) certify that the following are correct:

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

b. Current Residence:

c. Telephone: (work) _____ (home) _____

2. The Residence being purchased is either a single-family home, condo or townhouse located in the County of Santa Clara at the following address:

Property Address to be Purchased

3. I (We) certify that the Residence will be occupied and used as my (our) principal place of residence with sixty (60) days after the date of the Mortgage Loan Closing. I (We) certify that the residence will not be used as an investment property, vacation home, or recreational home and that not more than 15% of the area of the Residence 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/primary residence.

4. If the loan application is for a loan on a newly constructed home, I (we) certify that the Residence has not and will not be occupied prior to a loan commitment.

5. If the Residence is newly constructed, I (we) certify that the proceeds of the Mortgage Loan will not be used to replace an existing mortgage unless the existing mortgage is for: (1) a construction period loan of not greater than 24 months, or (2) a bridge loan or similar temporary initial financing of 24 months or less. If the Residence is a previously occupied existing home, I (we) certify that the proceeds of the Mortgage Loan will not be used to replace my (our) existing mortgage.

6. If you are purchasing a residence located in a designated “Target Area”, complete **Paragraph 8** and proceed to **Paragraph 9**. (The Target area is comprised of Census Tract # 5009, located in downtown San Jose between 1st-10th Streets bordered by Santa Clara and

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E. Williams Street. You do not need to be a first-time homebuyer if your purchase the residence in the Target Area.

If you are purchasing a residence located **outside** the “Target Area”, complete **Paragraph 7** and proceed to **Paragraph 8**.

7. I (We) understand the I (we) am (are) not eligible for an MCC from the County, under this program, if I (we) individually or together had an ownership interest in a principal residence within **three (3) years prior to _____ (date initial request for application was signed)**. I (We) also understand that I (we) cannot have an ownership interest in a principal residence between the date of application and closing. For this purpose, a principal residence includes a single-family residence, condominium, share in a housing cooperative, any manufactured home or mobile home (as defined under federal and state law), or occupancy in a multifamily residence owned by me (us). For this purpose, an ownership interest means ownership by any means, whether outright or partial, including property subject to mortgage or other security interest. An ownership interest also means a fee simple ownership interest, a joint ownership interest by joint tenancy in common, or tenant by the entirety, or a life estate interest.

I (We) certify that I (we) have listed below all places of residence, whether owned or not, for a three-year period prior to _____ (date initial request for application was signed).

8. Previous Residences (Over the Preceding Three-year Period):

1.			
	Address	Rented, Owned or Lived w/Relatives	Beginning/ Ending Occupancy Date
2.			
	Address	Rented, Owned or Lived w/Relatives	Beginning/Ending Occupancy Date

If none of these apply write “Other” and give an explanation on a separate piece of paper. Attach the explanation the MCC-003 application.

9. I (We) certify that the items in paragraph 7 are not required of me because the Residence is located in the “Target Area.” _____. Initial.

10. CHECK (✓) AND COMPLETE ONE of the following statements that correctly applies to you, the undersigned:

_____ A. I (We) certify that we are required to and will hereby submit true and complete copies of my (our) actual signed federal tax returns to the Broker/Lender for verification, as filed for the preceding three (3) tax years or such other written verification that is acceptable to the MCC Program.

_____ B. I (We) certify that I (we) am (are) exempt from the three-year non-ownership requirement because the residence is located in the “Target Area”.

11. I (We) certify that the total purchase price of the residence and land as a completed residence, including all construction items, all builder’s fees, hook-up and tap-in fees, permits, architectural fees, all site improvements, discount points paid by the seller, work credit, subcontracted items, or construction loan interest, but excluding any customary closing costs and permanent financing charges will be \$ _____ (**PURCHASE PRICE**). The sales price includes all fees but excludes customary closing cost and permanent finance costs) and will not exceed the purchase price limitation applicable to the Residence appearing in the

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following schedule:

MAXIMUM PURCHASE PRICE	Non-Target	Target
Existing/Resale Property	\$570,000	\$825,074
New Construction	\$630,000	\$779,401

12. I (We) further certify that no side deal or agreement, either verbal or written, is presently contemplated for the completion of the addition to this residence unless the estimated cost of the completion and/or addendum is included in the purchase price.

13. I (We) certify that no portion of the financing of the acquisition of the Residence is or will be provided from the proceeds of a qualified mortgage bond or a qualified veteran's mortgage bond. No person related to me (as defined in applicable federal or state laws and regulations) has or is expected to have, an interest as a creditor in the Mortgage Loan being acquired for the Residence.

14. I (We) understand and agree that if an MCC is issued to me (us), it may not be transferred.

15. I (We) understand and agree that I may seek financing from any lender of my choosing and that I(we) am (are) in no way prohibited from seeking financing from any potential lender, so long as the Lender executes and complies with the terms of the Lender Participation Agreement.

16. I (We) understand that I (we) am (are) not eligible for an MCC unless my (our) gross annual household income (as defined) in the MCC Operating Manual does not exceed **\$97,800** for 1 or 2 person households or **\$112,470** for 3 or more persons in a household.

17. I (We) certify that my (our) current **Gross Annual Household INCOME** is \$ _____ (**INCOME**) **Number of Persons in Household:** _____

INCOME LIMITS	Non-Target	Target
1 or 2 Persons	\$ 97,800	\$117,360
3+-Persons	\$112,470	\$134,964

18. I (We) acknowledge and understand that this Affidavit will be relied upon for purposes of determining my (our) eligibility for an MCC. I (We) acknowledge that a material misstatement negligently made in this affidavit or in any other statement made by me (us) in connection with an application for a MCC will constitute a federal violation punishable by a fine; and a material misstatement fraudulently made in this affidavit or in any other statement made by me (us) in connection with application for any material misstatement or false statement which affects my (our) eligibility for an MCC will result in a denial of my (our) application for an MCC, or, if an MCC has been issued prior to discovery of the false statement, immediate cancellation of the MCC issued.

19. I (We) understand that I am (we are) not eligible for an MCC from the County if the financing for the acquisition of the Residence is a Negative Amortization Loan including, but not limited to, a Graduated Payment Mortgage (GPM) or Potential Negative Amortization Loan.

