



Mortgage Credit Certificate (MCC) Program

TRANSMITTAL CHECKLIST FORM

Applicant Last Name: _____

Phase 1 documents must be submitted to the MCC Program after the Sales Contract has been executed but prior to the close of escrow. MCC Reservations cannot be made after the Close of Escrow.

PHASE 1 - INITIAL APPLICATION and RESERVATION PHASE:

1. _____ Signed Sales Agreement and Counter Offers
2. _____ Non-refundable MCC Application Fee of **\$500**, payable to Santa Clara County.
3. _____ Copy of typed 1003 Residential Loan Application including both spouses.
4. _____ MCC Application Affidavit (MCC-003) Notarized
5. _____ MCC Commitment (MCC-007)
6. _____ Notice of Potential Recapture Tax (MCC-015)
7. _____ Notice of Method to Compute Recapture Tax (MCC-016)
8. _____ This MCC Transmittal Checklist Form (MCC-013)

PHASE 2 - FINAL MCC CERTIFICATE PHASE: (Submit within 10 days after the Close of Escrow)

1. _____ Seller Affidavit (MCC-005) Notarized
2. _____ Borrower's Closing Affidavit (MCC-008) Notarized
3. _____ Lender's Closing Certificate (MCC-009)
4. _____ Certified **FINAL** HUD-1 Settlement Statement
5. _____ Promissory Note for First Loan and any Subordinating Loans

Borrower's Racial Origin:

_____ African American/ Black _____ Asian American
_____ American Indian/ Alaskan Native _____ Caucasian
_____ Pacific Islander/ Native Hawaiian
_____ Other

Borrower's Ethnic Origin: _____ Hispanic _____ Non-Hispanic

Loan Officer Name and Company: _____

Phone & Email _____



MORTGAGE CREDIT CERTIFICATE (MCC) PROGRAM

MCC PROGRAM APPLICATION AFFIDAVIT

A. 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:**

Legal Name of all Applicant/s:

1.	_____	_____	_____	_____
	Applicant 1	Phone	Cell	Email
2.	_____	_____	_____	_____
	Applicant 2	Phone	Cell	Email
3.	_____	_____	_____	_____
	Applicant 3	Phone	Cell	Email

Previous Residence(s) over the Preceding Three-year Period:

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

B. Property Address To Be Purchased

C. Supplemental Information

1. The residence being purchased is:

_____ Single-family Detached _____ Attached _____
_____ Condominium
_____ Townhouse

- 2. Number of **Bedrooms** _____
- 3. Number of **Bathrooms** _____
- 4. Below Market Rate (BMR) Unit? _____
- 5. Unincorporated Area of the County? _____
- 6. Census Tract Number: _____
- 7. Homeowner Association Fees: _____
- 8. Monthly Mortgage Insurance: _____
- 9. Monthly Hazard Insurance: _____
- 10. Would the Applicant/s have been able to qualify for the loan **without the MCC**? _____

D. 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.

E. 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.

F. Check One
_____ **TARGET AREA:** If you are purchasing a residence located in a federally designated "Target Area", (Target Areas Census Tract are located in the MCC Manual), you do not need to be a first-time homebuyer and are exempt from the three-year non-ownership requirement. Proceed to Paragraph J.

_____ **NON TARGET AREA:** If you are purchasing a residence located **OUTSIDE** the "Target Area", you must meet the first-time homebuyer requirement that I/We are a homebuyer who has not owned a principle residence during the three (3) years prior to the date the MCC application was signed. (Includes displaced homemakers and single parents.) Proceed to Paragraph G.

G. I/We understand I/We 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 the date the MCC application was signed. _____ (Initial)

H. 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.

County of Santa Clara

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 the date the initial request for the MCC application was signed. _____ (Initial)

I. 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.

J. 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/Sales 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 following schedule:

PURCHASE PRICE LIMITS	Non-Target	Target Area
New or Existing Property	\$975,000	\$1,191,671

K. 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 Manual, does not exceed (includes both spouses income) for a 1 or 2 person household or for a 3 or more person household, the Maximum Income Limits defined below:

The Maximum Income Limits defined below are Based upon the “high housing cost area” adjustment described in Internal Revenue Code Section 143 (f)(5), the Maximum permissible incomes for Mortgage Credit Certificates are as follows:

MAXIMUM INCOME LIMITS

Non-Targeted Areas

One and Two Person Families: **\$159,600**

Three or More Person Families: **\$186,200**

Targeted Areas

One and Two Person Families: **\$159,600**

Three or More Person Families: **\$186,200**

L. I/We certify that my (our) current **Gross Annual Household Income** is \$ _____ and includes the income of both spouses regardless of only one spouse listed on the Title.

M. **Number of Persons in Household:** _____

N. 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.

O. 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.

County of Santa Clara

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

Q. 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.

R. 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.

S. 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, or a CalHFA tax-exempt bond financed first or second mortgage

T. In addition, I/We hereby acknowledge and understand that any false pretense, including any false statement or representation; or the fraudulent use of any instrument, facility, article, or other valuable thing or service pursuant to my (our) participation in any County program, is punishable by imprisonment or by a fine.

U. OCCUPANCY/RESIDENCY/FIRST TIME BUYER REQUIREMENT CERTIFICATIONS

I/We certify that the residence to be purchased will be occupied and used as my/our principle place of residence within **90 days** of date of the 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 livable square footage of the Residence will be used in a trade or business. I/we certify that I/we will notify the County in writing if and when the residence ceases to be my/our principal/primary residence. I/We certify that I/we are first-time homebuyers and have not had an ownership interest in my (our) primary residence within the last three years.

I/We certify that the information provided in this application is true and correct. In addition, I/we hereby acknowledge and understand that any false pretense, including any false statement, material misstatement or representation made in this application will result in immediate denial of my/our application for a Mortgage Credit Certificate.

APPLICANT/S SIGNATURE (Must Be Notarized)

_____ Applicant 1 Signature	_____ SS#	_____ Dated
_____ Applicant 2 Signature	_____ SS#	_____ Dated
_____ Applicant 3 Signature	_____ SS#	_____ Dated

CERTIFICATE OF ACKNOWLEDGEMENT

STATE OF CALIFORNIA }
COUNTY OF _____ }
ss.

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

On _____, before me, _____, a notary public, personally appeared _____, who 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 entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____ (Seal)

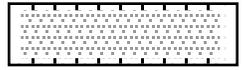
V. LOAN OFFICER CERTIFICATION

I certify that I HAVE reviewed the Applicant/s past three years tax returns plus other supporting documentation and verified that the Applicant/s meet the first-time homebuyer requirement as defined by federal law.

I hereby certify that to the best of my knowledge and belief each of the foregoing statements made by the applicant/s is/are true and correct and each of the statements are consistent with the information submitted by the applicant/s in connection with their application for a mortgage loan.

BY: _____
Signature of Loan Officer Printed Name Dated

Company Name



**SANTA CLARA COUNTY
 MCC COMMITMENT**

(Not The Final MCC Certificate)



Loan Officer Name, Company Name, and Address:

Loan Officer Email:

1. Upon completion of the review of the application for a Mortgage Credit Certificate ("MCC"), I hereby state, subject to the "Terms and Conditions" listed below, an MCC will be issued to:

	Applicant (s) Last Name	Applicant (s) First Name	Applicant SS #'s
1.			
2.			
3.			
4.			

who shall be known as "Applicant (s)".

Applicant's Current Address

TERMS AND CONDITIONS:

2. An MCC will be issued for up to **15% of the interest** on the Certified Indebtedness Amount of which consists of financing from the above mentioned Lender or Broker. **(1st Loan Amount)**

3. The Certified Indebtedness Amount is to be used in connection with the acquisition of a single-family house, condo, or townhouse. **(New or Existing)**

QUALIFIED RESIDENCE TO BE PURCHASED

4. The **Purchase Price** for the Residence is . **(Purchase Price)**

Expires On: **Extended To:**

5. This MCC Commitment will expire **90** calendar days from the date of application on:

6. For residences identified in the Application Affidavit as non-target areas, the Commitment is expressly conditioned upon the County's receipt of true, complete, and signed copies of the Applicant's Federal Income Tax Returns, or such other I.R.S. verification as is acceptable pursuant to the MCC Program requirements, indicating no deductions were taken for taxes or interest for a principle (primary) residence for the three (3) years preceding the application date of the MCC application.

7. CHECK and COMPLETE ONE of the following statements that correctly applies:

A. The Lender **HAS BEEN FURNISHED** with said tax returns or verifications and certification that the applicant (s) has met the three (3) year principal residence non-ownership requirement.

B. The Lender **HAS NOT BEEN FURNISHED** with said tax returns or verifications and certification that the applicant (s) has met the three (3) year principal residence non-ownership requirement, and the Commitment is conditioned upon receipt of said tax returns or acceptable verifications. A Commitment may be issued if the applicant completes the Income Tax Affidavit Form. States the reason why they did not file tax returns and submits sufficient documentation satisfactory to the County.

8. This Commitment has been issued in reliance upon the Application Affidavit and Lender's Certification that the requirements necessary for issuance of a qualified Mortgage Credit Certificate have been met. If the County becomes aware of any changes in the circumstances under which the Commitment was issued, or any material misstatement made in the application for an MCC, this Commitment shall be REVOKED. Further, if any material misstatement shall be due to fraud, this Commitment or any MCC issued shall be automatically NULL and VOID without any need for further action on the part of the County.

9. This Commitment may be transferred to another Participating Lender and/or to another qualified property upon written request and approval by the County prior to the Close of Escrow. This request may be emailed to the MCC Program at carlos.sanchez@hhs.sccgov.org.

10. The Final MCC Certificate will be issued upon the County's verification of the loan closing of aforesaid financing and receipt of the **Lender's Closing Certificate (MCC-009)**, the **Borrower's Closing Affidavit (MCC-008)**, the **Seller's Affidavit (MCC-005)**, the **Final HUD-1 Settlement Statement**, and a copy of the **Promissory Notes**, but not before _____.

(Date Completed by Santa Clara County)

County of Santa Clara

Office of Supportive Housing
2310 N. 1st Street, Suite # 201
San José, CA 95131
(408) 278-6400



Mortgage Credit Certificate (MCC) Program

NOTICE OF POTENTIAL RECAPTURE TAX ON SALE OF HOME

Because you are receiving a mortgage credit certificate with your mortgage loan, you are receiving the benefit of a credit against your federal income taxes. If you sell or otherwise dispose of your home during the next nine years, part or all of this benefit may be “recaptured.” The recapture is accomplished by an increase in your federal income tax for the year in which you sell your home. The recapture only applies, however, if you sell your home at a gain and if your income increases above specified levels.

(The recapture was enacted in 1988 and effects only those homebuyers who closed and recorded their loans after December 30, 1990. According to the United States General Accounting Office, the purpose of the recapture is to retrieve the subsidy from owners who experience rapid income increases after purchasing their homes and, as a result, do not need the subsidy to remain homeowners. If your income does not increase more than 5 percent per year, you will likely not incur a recapture liability.)

You may wish to consult a tax advisor or the local office of the Internal Revenue Service at the time you sell your home to determine the amount, if any, of your actual recapture tax. (See Section 143[m] of the Internal Revenue Code generally.) Along with this notice, you are being given additional information that will be needed to calculate the recapture tax.

The undersigned Mortgagor(s) has (have) received and read a duplicate copy of the foregoing Notice of Potential Recapture Tax on Sale of Home.

Date: _____ By _____ Applicant

Date: _____ By _____ Applicant



Mortgage Credit Certificate (MCC) Program

NOTICE OF MAXIMUM RECAPTURE TAX and METHOD TO COMPUTE RECAPTURE TAX ON SALE OF HOME

(Effective only for those loans which closed and recorded after December 30, 1990)

1. Name of Applicant(s) _____
2. Date of Home Loan Closing: _____
3. Property Address: _____
4. Principal Amount of First Loan on Date of Closing: \$ _____
5. Median family income in Santa Clara County as of date of Loan Closing: **\$125,200**
(The Median Income of **\$125,200** is effective from 4/1/2018-current)

A. INTRODUCTION

1. **General.** Because you have received a Mortgage Credit Certificate pursuant to Section 143 (m) of the Internal Revenue Code of 1986, you may, at the time you sell the residence for which you received a Mortgage Credit Certificate, be subject to a special "recapture tax" for federal income tax purposes. When you sell your home, you may have to pay a recapture tax. The recapture tax may also apply if you dispose of your home in some other way. Any reference in this notice to the "sale" of your home also includes other ways of disposing of your home. For instance, you may owe the recapture tax if you give your home to a relative.

You should consult a Tax Advisor to determine if you owe a recapture tax.

2. **Exceptions.** In the following situations, NO recapture tax is due, and you do not need to do the calculations:
- (a) You dispose of your home later than nine years after you close your mortgage loan;
 - (b) Your home is disposed of as a result of your death;
 - (c) You transfer your home either to your spouse or to your former spouse incident to divorce and you have no gain or loss included in your income under section 1041 of the Internal Revenue Code (in which case the spouse or former spouse is treated as if he or she had been the owner from the date of closing of the home mortgage); or
 - (d) You dispose of your home as a loss.

B. MAXIMUM RECAPTURE TAX. The maximum recapture tax that you may be required to pay as an addition to your federal income tax is 6.25% multiplied by the primary loan amount and is your “federally subsidized amount” with respect to the loan. \$ _____ (6.25% x First Loan Amount)

C. ACTUAL RECAPTURE TAX. The actual recapture tax, if any, can only be determined when you sell your home, and is the lesser of:

1. 50% of your gain on the sale of your home, regardless of whether you have to include that gain in your income for federal income tax purposes, or

2. Your **Recapture Amount** is determined by multiplying the following three (3) numbers:

(a) \$ _____ (your maximum **Recapture Tax** as described in paragraph B above)

(b) _____ % (the **Holding Period Percentage**, as listed in Column 1 in the Table), and

(c) _____ % (the **Income Percentage**, as described in paragraph D.

(Note: (b) and (c) percents can only be determined at the time of sale)

D. INCOME PERCENTAGE. You calculate the income percentage as follows:

(a) SUBTRACT the applicable **Adjusted Qualifying Income** (AQI) in the taxable year in which you sell your home, as listed in Column 3 in the Table, from your **Modified Adjusted Gross Income** in the taxable year in which you sell your home.

Your **Modified Adjusted Gross Income** (MAGI) means your adjusted gross income shown on your federal tax return for the taxable year in which you sell your home, with the following two adjustments:

1. your adjusted gross income must be INCREASED by the amount of any interest that you receive or accrue in the taxable year from tax-exempt bonds that is excluded from your gross income (under section 103 of the Internal Revenue Code); and
2. your adjusted gross income must be DECREASED by any gain included in your gross income by reason of the sale of your home.

(b) If the amount calculated in (a) above is:

1. zero or less, you owe no recapture tax and do not need to make any more calculations.
2. is \$5,000 or more, your **income percentage** is 100%.
3. is greater than zero but less than \$5,000, the amount (a) must be divided by \$5,000. This fraction, expressed as a percentage, represents your **income percentage**. For example, if the amount (a) equals \$1,000, the fraction is expressed as \$1,000 / \$5,000 and your **income percentage** is 20%.

E. LIMITATIONS AND SPECIAL RULES ON RECAPTURE TAX.

1. If you give away your home (other than to your spouse or ex-spouse incident to divorce), you must determine your actual recapture tax as if you had sold your home for its fair market value.

2. If your home is destroyed by fire, storm, flood, or other casualty, there generally is no recapture tax if, within two years, you purchase additional property for use as your principal residence on the site of the home for which you obtained a Mortgage Credit Certificate.
3. In general, except as provided in future regulations, if two or more persons own a home and are jointly liable for the subsidized mortgage loan, the actual recapture tax is determined separately for them based on their interests in the home.
4. If you repay your loan in full during the nine-year recapture period and you sell your home during this period, your holding period percentage may be reduced under the special rule in section 143(m)(4)(C) (ii) of the Internal Revenue Code.
5. Other special rules may apply in particular circumstances. You may wish to consult with a tax advisor or the local office of the Internal Revenue Service when you sell or otherwise dispose of your home to determine the amount, if any, of your actual recapture tax. See section 143(m) of the Internal Revenue Code generally.

AQI TABLE

(AQI Table for loans closed connection with an MCC issued in between 4/1/2018-_____.)

If the homebuyer sells after: YEARS	(Column 1) Holding Period Percentage	(Column 2) % Adjustment to Qualifying Income	(Column 3) Number of persons in household at sale:	
			1 or 2 Median x 100%	3 or More Median x 115%
0 or more but less than 1	20%	100%	\$125,200	\$143,980
1 or more but less than 2	40%	105.00%	\$131,460	\$151,179
2 or more but less than 3	60%	110.25%	\$138,033	\$158,738
3 or more but less than 4	80%	115.7625%	\$144,935	\$166,675
4 or more but less than 5	100%	121.55%	\$152,181	\$175,009
5 or more but less than 6	80%	127.628%	\$159,790	\$183,759
6 or more but less than 7	60%	134.01%	\$167,780	\$192,947
7 or more but less than 8	40%	140.71%	\$176,169	\$202,594
8 or more but less than 9	20%	147.746%	\$184,977	\$212,724

I have read the above recapture requirements and acknowledge that I have received information as to Income Limits for family size for each of the nine years the Recapture Tax provision may apply. I also understand that I am responsible for computing and paying the Recapture Tax, if any, which I may owe.

By _____ By _____
Applicant Date Applicant Date

County of Santa Clara
Office of Supportive Housing
2310 N. 1st Street, Suite # 201
San José, California, 95131
(408) 278-6400



Mortgage Credit Certificate (MCC) Program

CLOSING OF ESCROW PHASE II TRANSMITTAL CHECKLIST FORM

Applicant Last Name: _____

Phase 1 documents must be submitted to the MCC Program after the Sales Contract has been executed but prior to the close of escrow. MCC Reservations cannot be made after the Close of Escrow.

PHASE 2 - FINAL MCC CERTIFICATE PHASE: (Submit within 10 days after the Close of Escrow)

1. _____ Seller Affidavit (MCC-005) Notarized
2. _____ Borrower's Closing Affidavit (MCC-008) Notarized
3. _____ Lender's Closing Certificate (MCC-009)
4. _____ Certified **FINAL** HUD-1 Settlement Statement
5. _____ Promissory Note for First Loan and any Subordinating Loans

Borrower's Racial Origin:

_____ African American/ Black _____ Asian American
_____ American Indian/ Alaskan Native _____ Caucasian
_____ Pacific Islander/ Native Hawaiian
_____ Other

Borrower's Ethnic Origin: _____ Hispanic _____ Non-Hispanic

Loan Officer Name and Company: _____

Phone & Email _____



MORTGAGE CREDIT CERTIFICATE PROGRAM

SELLER'S CLOSING AFFIDAVIT

There Are Legal Consequences To This Legal Affidavit; Read It Carefully Before Signing.

1. I (We), the undersigned, an essential participant in the application for a Mortgage Credit Certificate ("MCC") to be issued by Santa Clara County ("County") pursuant to the County's Mortgage Credit Certificate Program (the "Program"), being submitted by _____ (the "BUYER"), in connection with the Buyer's purchase from the undersigned of a single-family home (the "Residence"), being first duly sworn, hereby state the following:
2. I (we) certify that (I) am (We) are the SELLER of the Residence.
3. I (We) certify that the total amount paid to me [us] or to anyone related to me [us], or acting on my [our] behalf, in connection with the purchase of the Residence and any other property being acquired contemporaneously with the Residence, including all money to be paid to me and the full value of the goods or services to be provided to me, is \$_____ (Sales Price), excluding all usual and reasonable settlement or financial costs, including title transfer costs, title insurance, survey fees, credit reference fees, legal fees, appraisal expenses and "points" that are paid by the Buyer.
4. The Residence is located in Santa Clara County, at the following address: _____

CHECK NUMBER 5 OR 6 AS APPLICABLE:

5. For the sale of an Existing Residence I (We) certify that:
 The total amount of payments to date to me (or to anyone related to me or acting on my behalf) for the purchase of the Residence by the Buyer is \$_____ (amount deposited in escrow).
6. For the sale of a Newly Constructed Unit I (We) certify that:
 As of the date of the Affidavit, the Residence has not been completely constructed, and my estimate of the reasonable cost of the Residence is \$_____ (for new construction).
7. I (We) have not entered into a contract or agreement, either expressed or implied, with the Buyer of the Residence to perform additional construction on the Residence or to transfer any additional property for an additional cost, other than personal property contained in the Sales Agreement submitted with the Initial Application and made a part of this Affidavit.
8. The Residence is a single-family home defined as a housing unit intended and used for occupancy by one household, or is a duplex at least five years old.
9. I (We) acknowledge and understand that this affidavit will be relied upon for purposes of determining the Buyer's 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 the Buyer's MCC will constitute a federal violation punishable by a fine; and a misstatement fraudulently made in this affidavit or in any other statement made by me (us) in connection with the Buyer's application for an MCC will constitute a federal violation punishable by a fine and revocation of the certificate, which will be in addition to any criminal penalty imposed by law. In addition, I (We) hereby acknowledge and understand that any false statement or representation, or the fraudulent use of any instrument, facility, article or other valuable thing or service pursuant to participation in any County program, is punishable by imprisonment or by a fine.

Signature of Sellers(s):

Dated : _____

1. _____
2. _____

CERTIFICATE OF ACKNOWLEDGMENT OF NOTARY PUBLIC

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of _____

On _____ before me, _____ (Notary Public), personally appeared, _____ who 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 signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing is true and correct.

WITNESS my hand and official seal:

[NOTARIAL SEAL]

Signature of Notary Public



MORTGAGE CREDIT CERTIFICATE PROGRAM

BORROWER'S CLOSING AFFIDAVIT

There Are Legal Consequences To This Legal Affidavit; Read It Carefully Before Signing.

I (We) the undersigned, as part of my (our) application for a Mortgage Credit Certificate ("MCC") under Santa Clara County's Mortgage Credit Certificate Program (the "Program"), and as a material inducement to the County to issue an MCC to the undersigned in connection with the financing, with a home loan (the "Mortgage Loan") from the 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:

- 1 I (We) executed the Application Affidavit as part of my (our) application for a Mortgage Credit Certificate on **(date application affidavit was signed)** _____ .
- 2 Check and complete Section (a) or (b), whichever applies.
 - a) ___ I (We) have reviewed the Application Affidavit and declare that there has been no change in the statements therein and said statements remain true and accurate.
 - b) ___ I (We) have reviewed the attached Application Affidavit and declare that the following material changes have occurred from the statements therein: _____.
3. I (We) further state the I (We)_____ **HAVE or** _____ **HAVE NOT** had an ownership interest in a principal residence or occupied and owned a single-family home, a manufactured home (including mobile home) which is customarily used in a fixed location, a condominium, or a unit within a housing cooperative within the last three years.
4. 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 and understand that this Affidavit or any other statement made by me (us) in connection with an application for an 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 an MCC will constitute a federal violation punishable by a fine and revocation of the certificate, which will be in addition to any criminal penalty imposed by law. In addition, any false statement which affects my (our) eligibility under Section 25 of the Internal Revenue Code of 1986, as amended, and the regulations thereunder will result in 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.
5. In addition, I (We) hereby acknowledge and understand that any false pretense, including false statement or representation or the fraudulent use of any instrument, facility, article, or other valuable thing or service pursuant to my (our) participation in any County program, is punishable by imprisonment or by a fine.

Signature of Applicant(s):

Dated : _____

1. _____

2. _____

Certificate of Acknowledgement

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA } SS
COUNTY OF Santa Clara

On _____ before me, _____, a Notary, personally appeared _____

who 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 entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____

(Seal)

Printed Name: _____

