



TSAHC PRE-CLOSE CHECKLIST

BORROWER INFORMATION

TSAHC Loan Number	
Mortgagor Name	
Mortgagor Email Address	
Property Address	
Loan Amount	\$

LENDER CONTACT INFORMATION

Lender Name	
Contact Name	
Phone Number	
Email	

All programs should include the following:

1. **This Checklist**
2. **Underwriter’s Certification**
3. **Program Affidavit**
 - a. Signed and dated by all occupying borrowers prior to closing, i.e., anyone who executes the deed of trust including a non-purchasing spouse if applicable.
 - b. Signed and dated by Lender prior to closing.
4. Copy of initial **URLA** (complete - including Lender Loan Information addendum).
5. Copy of **Purchase Contract**, signed by both borrower and Seller.

MCC/DPA or Bond Loans require the following:

6. Copy of **Tax Returns or IRS Transcripts** for each borrower (anyone who executes the deed of trust): **Three (3) most recent years are required.** Not required if home is in a Targeted Area or if a Qualified Veteran.
 - a. Returns **must be signed** if they are the forms the borrower filed with the IRS. Printouts directly from the IRS do not have to be signed.
 - b. Please complete the appropriate section of the MCC Program Affidavit if the borrower was not required to file tax returns.
7. Notice of Potential Recapture Tax (for Bond) or Important Information About Your MCC (for MCC)



TSAHC UNDERWRITER'S CERTIFICATION

Loan Type	Maximum DTI/Underwriting Decision	Minimum Credit Score	Manual Underwriting
FHA	No Max DTI. Approve/Eligible FHA Total Scorecard	620	Yes
USDA-RHS	No Max DTI. GUS Accept/Eligible	620	No
VA	No Max DTI. DU Accept/Eligible or LPA Accept	620	No
HFA Conventional	No Max DTI. DU/LP Accept/Eligible	640	No

Manual UW limited to FHA loans. Total DTI <=43.00% and Minimum Credit Score >=640

Loans with representative FICO credit scores of **620-639** are subject to a **0.50%** origination charge.

Fannie and Freddie will consider Cosigner(s)/Non-Occupant Borrower(s) Income when determining eligibility for the at or below 80% AMI Conventional TSAHC programs.

Manufactured Homes are limited to Government Loans. Minimum FICO >= 640. **Not allowed on Conventional Loans.**

LOAN INFORMATION

Program Name: _____ Reservation Date: _____

TSAHC Loan #: _____ Lender Loan #: _____ Target Area: _____

Property Address: _____ Purchase Price: _____

1st Lien Loan Amount: _____ Interest Rate: _____ Loan Type: _____

TSAHC DPA (Grant or 2nd lien): _____ Household Size: _____ Manufactured Home: _____

BORROWER INFORMATION

Occupying Borrower (1) Name: _____ FICO: _____

Occupying Borrower (2) Name: _____ FICO: _____

Occupying Borrower (3) Name: _____ FICO: _____

Occupying Borrower (4) Name: _____ FICO: _____

INCOME/UNDERWRITING

Is this loan manually underwritten? Yes No If yes, enter Total DTI: _____

1003 Qualifying Annual Income (Occupying Borrowers only): _____

Household Annual Income for MCC or Bond Loan: _____ Prior Homeowner: _____

Cosigner(s)/Non-Occupant Borrower(s) Income: _____ (if applicable)

Cosigner(s)/Non-Occupant Borrower(s) Representative Credit Score: _____

*Credit scores from all parties on the loan must meet TSAHC minimum credit score requirements.

Lender Certification

I have reviewed the Mortgage Loan file for the above-referenced Borrower(s) and found the loan to be in compliance with the eligibility criteria outlined in the Program Guidelines. In addition, I have reviewed the Mortgage Loan file for the purposes of credit qualifying and confirm that the Borrower(s) are eligible for financing under the terms of the applicable Loan Type and that the Mortgage Loan conforms to Ginnie Mae, Fannie Mae, or Freddie Mac guidelines.

LENDER

UNDERWRITER NAME

APPROVAL DATE

Links:

[Current Income and Purchase Price Limits](#)

SAMPLE



PROGRAM AFFIDAVIT – DPA PROGRAM

The undersigned Mortgagor(s) hereby state under oath that:

- (1) I am a purchaser and Mortgagor of the Residence which is a _____ new existing Residence located at _____ and is within the Eligible Loan Area.
- (2) I will occupy such Residence as my Principal Residence within 60 days of Closing.
- (3) The Purchase Price of the Residence, excluding personal property but including fixtures, is _____ or less and does not exceed the applicable Maximum Purchase Price limit. The Purchase Price means the cost of acquiring the Residence as indicated on the sales contract between the buyer and seller of the property.
- (4) I certify that I am one of the following:

Professional Educator. A full-time classroom teacher, full-time paid teacher’s aide, full-time school librarian, full-time school nurse or full-time school counselor, as certified under Subchapter B, Chapter 21 of the Texas Education Code, a Professional Nursing Program Faculty Member or an Allied Health Program Faculty Member.

Corrections Officer. A full-time employee of the Texas Department of Criminal Justice (TDCJ) who receives hazardous duty pay.

County Jailer. A person employed full-time as a county jail guard under Section 85.005 of the Local Government Code.

Emergency Medical Services Personnel. A full-time employee as assigned by Section 773.003 of the Health and Safety Code.

Fire Fighter. A member of a fire department who performs a function listed in Section 419.021 (3)(c) of the Government Code.

Juvenile Corrections Officer. A full-time employee of the Texas Juvenile Justice Department (TJJD) who receives hazardous duty pay.

Peace Officer. A person elected, employed or appointed as a full-time peace officer under Article 2.12, Code of Criminal Procedure, Section 51.212 or 51.214, Education Code or other law.

Public Security Officer. A person employed or appointed full-time as an armed security officer by this state or a political subdivision of this state. The term does not include a security officer employed by a private security company that contracts with this state or a political subdivision of this state to provide security services for the entity.

Veteran. As assigned by Section 161.001, National Resources Code.

Other. Participating in the Home Sweet Texas (non-profession specific) Program.

TSAHC Homeownership Program Affidavit

- (5) The residence is not in a Targeted Area. (6) I will not permit any person to assume my obligations under the mortgage (and related mortgage note) unless such person is approved by the Corporation in accordance with the requirements of the Corporation’s Program.
- (6) I will not permit any person to assume my obligations under the mortgage (and related mortgage note) unless such person is approved by the Corporation in accordance with the requirements of the Corporation’s Program.
- (7) I do not expect to use the Residence or any part thereof in a trade or business. The land appurtenant to the Residence is only that amount of land which reasonably maintains the basic livability of the Residence and will not provide a source of income to the Mortgagor.
- (8) I understand that Family Income means the current annualized qualifying income at the time of loan Closing, as stated on the final, executed Loan Application (1003), and represents the income calculated by the Lender’s underwriter to qualify the Borrower(s) for repayment of the Mortgage Loan, **less any qualifying income contributed by a non-occupant co-signor.**
- (9) I further affirm that the representative credit score used to qualify me for repayment of my mortgage loan is 620 or above for Government Loans and 640 and above for Conventional Loans.
- (10) Computation of Total Income

Income Calculation	Mortgagor (Annual Income)	Co- Mortgagor (Annual Income)	Income from non-occupant co-signor (Annual Income)	Total of Mortgagor(s) Income (does not include cosigner income)*
Use only the income the underwriter used to qualify Mortgagor(s) for repayment of the loan (<u>Less qualifying income contributed by a non-occupant co-signor.</u>)	\$	\$	\$	\$

****This total cannot exceed the Maximum Family Income limit established for the Program.***

- (10) The number of persons constituting my family who will reside in the Residence (together with any other persons who will reside in the Residence) is .
- (11) I have not been required to seek financing for the purchase of the Residence through any particular Lender.
- (12) The program fees to be charged to receive assistance from the Texas State Affordable Housing Corporation have been explained to me by the Lender as follows:
- a) Funding Fee of \$250.00
 - b) Tax Service Fee of \$75.00
 - c) Flood Certification Fee of \$10.00
 - d) Compliance Review Fee of \$200.00
 - e) For buyer’s with <640 representative FICO, a fee of 0.50% of the total loan amount for FHA/VA/USDA.

- (13) The above information is being submitted for the purposes of establishing eligibility for the Program. Because the Lender has explained the Program to me, I am familiar with and understand the provisions of the Program. I (we) agree to submit such other evidence of income as may be reasonably required by the Lender including, but not limited to, pay stubs and copies of federal income tax returns. The statements and information set forth herein are made under penalty of perjury. I understand that perjury is a felony offense punishable by fine or imprisonment or both.
- (14) ***I hereby agree that if my first lien mortgage loan originated in conjunction with the down payment assistance GRANT provided to me by the Texas State Affordable Housing Corporation (TSAHC) is refinanced or otherwise paid off within the first six months of the loan's closing date, I am responsible for reimbursing TSAHC for the full amount of the assistance grant that I am receiving.***
- (15) ***I understand, acknowledge and accept that the interest rate on the Senior Loan may be higher as a result of the down payment assistance provided by the Second Mortgage Loan. I have reviewed other available loan and/or assistance options and have determined in my sole discretion to accept the terms of the Senior Loan and the Second Mortgage Loan. I have made a determination that this is in my best financial interest.***

Date: _____

Borrower's Printed Name: _____

Borrower's Signature: _____

Co-Borrower's Printed Name: _____

Co-Borrower's Signature: _____

Co-Borrower's Printed Name: _____

Co-Borrower's Signature: _____

Co-Borrower's Printed Name: _____

Co-Borrower's Signature: _____

The Lender certifies that it has (1) reviewed the foregoing Program Affidavit and found it to be true and correct; (2) has charged the Mortgagor(s) lender fees that are customary and reasonable and no more than what is charged by the Lender to other non-program buyers, except for a compliance fee of \$200.00 collected on behalf of the Program Administrator; and (3) after completion of all underwriting verifications, has approved the Mortgage Loan. The Lender hereby agrees that it will immediately forward to the Servicer all information which it may receive during the life of the Mortgage Loan which (1) may indicate that the Mortgagor(s) may have made a misrepresentation in applying or (2) may affect the Mortgagor's continued eligibility.

Date: _____

Mortgage Lender: _____

Authorized Lender Representative: _____

Signature of Lender Representative: _____

SAMPLE