

**PENNSYLVANIA HOUSING FINANCE AGENCY
SELLER'S AFFIDAVIT ACKNOWLEDGING PROGRAM REQUIREMENTS
FOR KEYSTONE HOME LOAN PROGRAM**

To be completed by seller(s) at or before closing **unless** (1) the borrower is purchasing property under an eligible installment sales agreement, or (2) the seller is HUD; Fannie Mae, VA or Freddie Mac. This affidavit is made for the purpose of satisfying the requirements set forth in the Internal Revenue Code of 1986, as amended, (the "Code") and the rules and regulations promulgated pursuant thereto by the U.S. Department of the Treasury. Read and complete it carefully to be sure that the information is true and correct.

I/We, the undersigned seller(s): _____ depose and state the following:

1. I/we have entered into an agreement of sale with the following person(s):

2. The single- family Residence to be financed with the proceeds of the Mortgage Loan from the Pennsylvania Housing Finance Agency is located in the County of _____, Pennsylvania, at the following address:

3. The acquisition cost of the land and residence to be acquired by the Buyer from the Seller is computed as follows:
 - a) Amount paid, in cash or in kind, by the Borrower or any other person to or for the benefit of the Seller (or a related party) for the land and Residence (excluding any personal property which is not a fixture)..... \$ _____
 - b) Amount paid for fixtures (if not included in (a) above)..... \$ _____
 - c) If the Residence is purchased subject to a ground rent, the capitalized value of the ground rent (annual ground rent divided by 5%)..... \$ _____
 - d) TOTAL ACQUISITION COST..... \$ _____
4. The Residence does not contain any unfinished areas that are suitable for completion and normally finished in homes similar to the Residence. Please describe any exceptions to the foregoing statement.

5. No part of the Mortgage Loan proceeds will be used directly or indirectly to repay an existing loan made by me or anyone acting on my behalf to the Buyer or anyone acting on Buyer's behalf in connection with the Residence, except construction loans, bridge loans or similar temporary initial financing with a term of 24 months or less.
6. Neither I/we nor anyone acting on my/our behalf has entered into any contract, arrangement or understanding to make any other than the real estate broker or agent fees disclosed on the Closing Disclosure.

I/we as seller of the Residence have reviewed all of the information, representations and warranties contained in this affidavit and I/we do hereby reaffirm all information, representations and warranties made therein. I/we understand and acknowledge that this affidavit is being made under penalties of perjury and that if I/we have made any fraudulent statements or material misstatements in the representations contained in any part of this document, or failed to state any of the information requested, the following may occur:

1. I/we could be imprisoned for up to 30 years pursuant to Section 1014 of Title 18 of the United States Code.
2. The Office of the Attorney General of the Commonwealth may be contacted for investigation regarding perjury, misrepresentation and false swearing.
3. If applicable, I/we will be subject to a \$10,000 penalty under section 6709 of the Internal Revenue Code in addition to the other monetary penalties permissible under Section 6709(a) of the Internal Revenue Code.
4. I/we may be subject to criminal penalties.

Signature of Seller

Date

Signature of Seller

Date