

Seller's Affidavit

\_\_\_\_\_  
(name of sellers), being duly sworn, deposes and says:

1. I am selling a residence located at:

Street: \_\_\_\_\_

City of: \_\_\_\_\_

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

State of: **MISSOURI** Zip Code: \_\_\_\_\_

to (name of buyers): \_\_\_\_\_

\_\_\_\_\_.

2. Financing for the acquisition of such residence is being provided by

\_\_\_\_\_  
(the "Lender") from proceeds of qualified mortgage bonds issued by the Missouri Housing Development Commission (the "Commission").

3. Such residence is a one-family residence and, if the residence is a newly constructed residence which has never been occupied by anyone prior to the purchaser thereof, the construction of the residence is complete or will be complete at execution of the Mortgage. If the residence I am selling is a single-family two unit property, I certify that such residence is at least five years old.

4. All of the land being sold with the residence reasonably maintains the basic livability of the residence and to the best of my knowledge does not and will not provide other than incidentally a source of income to the purchaser.

5. The purchase price for the residence, including the land (unless the purchaser owned the land for at least two years prior to the date on which construction of the residence began, in which case the cost of the land may be excluded) and any improvements purchased in connection therewith, including any attached items such as carpeting, curtain rods and light fixtures, exclusive of any settlement or financing costs or any amount paid for property which is not real property or a fixture, is \$\_\_\_\_\_. The purchaser of the residence is not purchasing any unattached items from me in connection with the purchase of the residence, except as stated below:

List each item of unattached  
personal property and the purchase price therefore:

The purchase price for the unattached personal property described above does not exceed the fair market value of such items.

6. Apart from any normal real estate agents' commissions, no money is being paid, no promissory note being delivered, nor anything else of value (including without limitation personal property) being exchanged for or transferred, to the seller or, to the best of the seller's knowledge, any other person by the purchasers or by any other person in connection with the purchase of the property except as indicated in the escrow and settlement documents.

7. I have not entered into any agreement with the purchaser of the residence (or a party related to the purchaser or any party for the purchaser's benefit) pursuant to which the purchaser has agreed to pay consideration, in cash or in kind, in excess of the purchase price of the residence or pursuant to which any portion of the residence has been left unfinished or other architectural appointments have been omitted or removed from the residence in order to reduce the purchase price.

8. Check one: \_\_\_\_\_ The property has been previously occupied.  
 \_\_\_\_\_ The property is new; it has never been occupied.  
 \_\_\_\_\_ The property was foreclosed on.

9. I hereby authorize the Missouri Housing Development Commission and the Lender (or either of them) to conduct such investigation as they (or any of them) deem necessary to ascertain the truth and correctness of the statements made in this affidavit, and I hereby agree to provide such information as the Missouri Housing Development Commission and the Lender (or either of them) shall reasonably request for such purpose.

10. I have no reason to believe that any certification contained in this affidavit is false, and I have been informed that perjury is punishable by imprisonment for a period of years or a fine or both.

I hereby certify and declare, under penalty of perjury, that all of the foregoing statements are, to the best of my knowledge and belief, true, correct and complete.

_____	_____
Seller	Seller
STATE OF _____	)
	)SS
COUNTY OF _____	)

Sworn to before me, this \_\_\_\_\_ of \_\_\_\_\_, 20\_\_\_\_\_.

My Commission expires: \_\_\_\_\_  
 \_\_\_\_\_  
 Notary Public

**Mortgagor's Affidavit**  
(Purchase)

**THE UNDERSIGNED UNDERSTAND(S) THAT FALSIFICATION OF THIS AFFIDAVIT IN ANY WAY MAY RESULT IN ALL AMOUNTS UNDER THE MORTGAGE NOTE BEING IMMEDIATELY DUE AND PAYABLE. THE UNDERSIGNED IS AWARE THAT ALL FACTS RECITED IN THIS AFFIDAVIT WILL BE INDEPENDENTLY VERIFIED AND THAT INTENTIONAL FALSIFICATION OF THIS AFFIDAVIT MAY SUBJECT THE UNDERSIGNED TO CRIMINAL PROSECUTION.**

\_\_\_\_\_, being duly sworn, deposes and says:

1. I am purchasing a residence located at:  
 Street: \_\_\_\_\_  
 City of: \_\_\_\_\_  
 County of: \_\_\_\_\_  
 State of: **MISSOURI**                      Zip Code: \_\_\_\_\_  
 from (Name of Seller(s)):  
 \_\_\_\_\_  
 \_\_\_\_\_
  
2. I understand that moneys for the purchase of such residence are being provided by \_\_\_\_\_(the Lender") from proceeds of qualified mortgage bonds issued by the Missouri Housing Development Commission (the "Commission"). As a Mortgagor, I may receive benefits from this financing such as a savings in mortgage loan interest costs. As a result, pursuant to Section 143(m) of the Internal Revenue Code of 1986, as amended (the "Code"), I may, at the time of resale by me of the residence financed by the mortgage, be subject to a special "recapture tax" for federal income tax purposes.
  
3. Such residence is a one-family residence or a newly constructed one-family residence the construction of which is complete or will be complete at execution of the Mortgage, or both units of a two-family residence.
  
4. I intend to occupy such residence as my principal residence within 60 days after the financing described in paragraph 2 is provided. If a two-family residence, I intend to occupy one unit as my principal residence within 60 days.
  
5. I will occupy the residence as my principal residence so long as the mortgage loan providing the financing is outstanding unless assumed by a purchaser approved by the Commission. If I have a conventional loan, my loan may not be assumed and I will occupy the residence so long as my mortgage loan remains outstanding.
  
6. All of the land being purchased with the residence, if any is being purchased, or on which the residence is located, reasonably maintains the basic livability of the residence and does not and will not provide, other than incidentally, a source of income to me. The land being purchased will not be used for agricultural production, and consists of less than 10 acres, if rural, or is consistent with other homes in the neighborhood, if urban, e. g. not a double lot, etc.
  
7. I will not use the residence primarily in a trade or business nor use more than 15% of the total area thereof in a trade or business and will not deduct any portion of the cost of the residence as a home business expense on my state or federal income tax return(s).
  
8. I will not rent the residence or use the residence as an investment property or as a recreational or "second" home, except in such cases where both units of a two family residence are being purchased.
  
9. The residence is located within the State of Missouri.

10. **CHECK ONE:**

\_\_\_\_\_ The residence is located in a Targeted Area.

\_\_\_\_\_ The residence is not located in a Targeted Area. Neither I nor any other mortgagor with respect to the financing of such residence have had a present ownership interest in a principal residence (which includes a unit in a condominium or cooperative building, and factory-made housing, such as a manufactured house, mobile home or house trailer, that is permanently affixed to real property) at any time during the three year period prior to the date hereof, other than the residence with respect to which such financing is being provided, unless I am a "Qualified Veteran". A "Qualified Veteran" is any veteran who served on active duty, and applied for financing within 25 years after the date on which the veteran left active service.

Present ownership interest means: (I) a fee simple interest; (ii) a joint tenancy, a tenancy in common, or tenancy by the entirety; (iii) the interest of a tenant-shareholder in a cooperative; (iv) a life estate; (v) a land contract (i.e., a contract pursuant to which possession and the benefits and burdens of ownership are transferred until sometime later); and (vi) an interest held in trust for me (whether or not created by me) that would constitute a present ownership interest if held directly by myself.

Present ownership interest excludes: (I) a remainder interest; (ii) a lease with or without an option to purchase; (iii) a mere expectancy to inherit an interest in a principal residence; (iv) the interest that a purchaser of a residence acquires on the execution of a purchase contract; and (v) an interest in other than a principal residence during the previous three (3) years.

11. I have not (nor has a related party or any party for my benefit) entered into any agreement with the seller of the residence, any developer, contractor, or any other person pursuant to which I have agreed to pay consideration, either in cash or in kind, in excess of the purchase price of such residence (other than rentals in an amount not to exceed the fair rental value of the residence as determined by the Commission, pursuant to a temporary rental agreement with the seller pending purchase by the Trustee on behalf of the Commission of the mortgage loan) or pursuant to which any portion of the residence has been left unfinished or any fixtures or other architectural appointments have been omitted or removed from the residence in order to reduce the purchase price.
12. I have not been a party to a deed of trust, conditional sales contract, pledge, agreement to hold title in escrow, or any other form of owner-financing (whether or not paid off) on the residence at any time prior to the execution of the mortgage.
13. I will not use any portion of the proceeds of the mortgage loan to acquire or replace an existing mortgage or deed of trust under which I am obligated.
14. The purchase price for the residence as a completed residence, including the land (unless the land has been owned by the undersigned for at least two years prior to the date on which construction of the residence has begun, in which case the cost of the land may be excluded) and any improvements purchased in connection therewith, including any attached items such as carpeting, curtain rods and light fixtures, exclusive of any settlement or financing costs or any amount paid for property which is not real property or a fixture, is \$\_\_\_\_\_. I am not purchasing any unattached items from the seller in connection with the purchase of the residence, except as stated below.

List each item of unattached  
personal property and the purchase price therefore:

The purchase price for the unattached personal property stated above does not exceed the fair market value of such property.

15. Apart from any normal real estate agents' commission, no money is being paid, no promissory note being delivered, nor anything else of value being exchanged for or transferred to the seller or any other person by the undersigned or, to the undersigned's knowledge, by any other person in connection with the purchase of the property except as indicated in the escrow and settlement documents or in the Seller's Affidavit or Lender's Certificate.

16. I have not been lawfully entitled to claim any deductions for federal income tax purposes for taxes or interest on indebtedness with respect to real property constituting my principal residence for any portion of the three-year period prior to the date of execution hereof.

17. **CHECK ONE:**

\_\_\_\_\_ The property has been previously occupied.

\_\_\_\_\_ The property is new; it has never been occupied. Although the residence I am purchasing is a "new residence" (i.e., a residence which has not been previously occupied), I understand that my mortgage is assumable only if (1) I have an FHA, VA or Rural Development loan; (2) the buyer of my home meets any qualifying conditions required by HUD; and (3) I sell the residence at a price which is not greater than the "maximum purchase price limit" established by the Commission at the time of resale for an "existing residence" (i.e., a residence which has been previously occupied). I understand that the current "maximum purchase price limit" for an "existing residence" in the area in which the residence I am purchasing is located is \$\_\_\_\_\_.

18. I/We understand that the Maximum Income limit is \$\_\_\_\_\_ and that my/our total household income does not exceed this amount.

Note: Do not include persons who co-sign a mortgage loan, provided such persons are not acquiring a present ownership interest in the property securing the mortgage loan.

My/Our total household income does not exceed the Maximum Family Income for a household of \_\_\_\_\_ person(s), which includes the following persons intending to occupy the property as their principal residence:

<u>Name of all Occupant(s)</u>	<u>Relationship</u>
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

(Please list all persons expecting to reside in the property as their principal residence who are mortgagors or related to the mortgagor(s) by birth, marriage or adoption.)

19. I/We have occupied the following residences within the previous three year period:

<u>Property Address</u>	<u>B/C/S*</u>	<u>Time Period</u>	<u>Rent/Own</u>
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

\*Borrower, Co-Borrower, or Spouse of borrower or co-borrower

20. I have read the note and the mortgage, including the amendment thereto, and understand that:
- (A) the loan is being provided under a program financed with the proceeds of bonds issued by the Missouri Housing Development Commission, the terms of the loan are available only if interest on the bonds is exempt from federal income tax, and that the federal tax-exempt status of the interest on the bonds may be adversely affected if the statements made in this affidavit and other affidavits and certificates given in connection with the making of the loan are untrue,
  - (B) any transfer of title to or possession of such residence or any portion thereof may result in the entire unpaid balance of the mortgage loan becoming immediately due and payable,
  - (C) any assumption of the mortgage which secures the mortgage loan may result in the entire unpaid balance of the mortgage loan becoming immediately due and payable, and
  - (D) any untrue or incorrect statement in this affidavit may result in the entire unpaid balance of such mortgage loan becoming immediately due and payable.
21. I hereby authorize the Commission and the Lender (or either of them) to conduct such investigation as they (or any of them) deem necessary to ascertain the truth and correctness of the statements made in this affidavit, and I hereby agree to provide such information as the Commission and the Lender (or either of them) shall reasonably request for such purpose.
22. I have no reason to believe that any certification contained in this affidavit is false and I have been informed and understand that perjury is punishable by imprisonment for a period of years or a fine or both.

I hereby certify and declare, under penalty of perjury, that all of the foregoing statements are, to the best of my knowledge and belief, true, correct and complete.

\_\_\_\_\_  
Mortgagor

\_\_\_\_\_  
Mortgagor

STATE OF \_\_\_\_\_ )  
 ) ss  
 COUNTY OF \_\_\_\_\_ )

Sworn to before me, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_  
Notary

My Commission Expires: \_\_\_\_\_

**Addendum to Note**  
(Must be attached to the First Note.)

The following Addendum is made the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, and is incorporated into and shall be deemed to amend and supplement the Note, dated of even date herewith, given by the undersigned (herein "Mortgagor").

The Lender may declare all sums secured by this mortgage to be immediately due and payable if:

- (a) all or part of the property is sold or otherwise transferred (other than by devise, descent or operation of law) without the Lender's prior written consent by Mortgagor to a purchaser or other transferee:
  - (i) who cannot reasonably be expected to occupy the property as a principal residence within a reasonable time after the sale or transfer, all as provided in Sections 143© and 143(I)(2) of the Internal Revenue Code; or
  - (ii) who has had a present ownership interest in a principal residence during any part of the three-year period ending on the date of the sale or transfer, all as provided in Sections 143(d) and 143(I)(2) of the Internal Revenue Code; or
  - (iii) at an acquisition cost which is greater than 90 percent of the average area purchase price, all as provided in Sections 143(e) and 143(I)(2) of the Internal Revenue Code;
  - (iv) who has Family Income in excess of the Maximum Family Income established by the Missouri Housing Development Commission under its applicable regulations or program guidelines in effect on the date of the sale or transfer; or
- (b) Mortgagor fails to occupy the property described in the mortgage; or
- (c) Mortgagor omits or misrepresents a material fact in an application for this mortgage or any documents executed in connection with mortgage.

References are to the Internal Revenue Code of 1986, as amended, in effect on the date of execution of the mortgage, and are deemed to include the implementing regulations.

IN WITNESS WHEREOF, Mortgagor has executed this Addendum.

\_\_\_\_\_  
Mortgagor

\_\_\_\_\_  
Mortgagor

**Tax-Exempt Financing Rider**  
(Must be attached to the First Deed of Trust)

THIS TAX-EXEMPT FINANCING RIDER is made this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust or Security Deed ("Security Instrument") of the same date given by the undersigned ("Borrower") to secure Borrower's Note ("Note") to \_\_\_\_\_ ("Lender") of the same date and covering the Property described in the Security Instrument and located at:

Street: \_\_\_\_\_

City: \_\_\_\_\_

County: \_\_\_\_\_ State: Missouri Zip Code: \_\_\_\_\_

In addition to the covenants and agreements made in the Security Instrument, borrower and lender further covenant and agree as follows:

Lender, or such of its successors or assigns may by separate instrument assume responsibility for assuring compliance by the Borrower with the provisions of this Tax-Exempt Financing Rider, may require immediate payment in full of all sums secured by this Security Instrument if:

- (a) All of part of the Property is sold or otherwise transferred (other than by devise, descent or operation of law) by Borrower to a purchaser or other transferee:
  - (i) Who cannot reasonably be expected to occupy the Property as a principal residence within a reasonable time after the sale or transfer, all as provided in Sections 143© and (1)(2) of the Internal Revenue Code; or
  - (ii) Who has had a present ownership interest in a principal residence during any part of the three-year period ending on the date of the sale or transfer, all as provided in Sections 143(d) and (1)(2) of the Internal Revenue Code (except that "100 percent" shall be substituted for "95 percent or more" where the latter appears in Section 143(d)(1)); or
  - (iii) at an acquisition cost which is greater than 90 percent of the average area purchase price (greater than 110 percent for targeted area residences), all as provided in Section 143(e) and (1)(2) of the Internal Revenue Code; or
  - (iv) Who has a gross family income in excess of applicable median family income as provided in Sections 143(f) and (1)(2) of the Internal Revenue Code; or
- (b) Borrower fails to occupy the Property described in the Security Instrument without prior written consent of Lender or its successors or assigns described at the beginning of this Tax-Exempt Financing Rider; or
- (c) Borrower omits or misrepresents a fact that is material with respect to the provisions of Section 143 of the Internal Revenue Code in an application for the loan secured by this Security Instrument.



References are to the 1986 Internal Revenue Code in effect on the date of execution of the Security Instrument and are deemed to include the implementing regulations.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and provisions in this Tax-Exempt Financing Rider.

\_\_\_\_\_  
Borrower:

\_\_\_\_\_  
Co-Borrower:

\_\_\_\_\_  
Non-Borrowing Spouse: *(if applicable)*