

THE HOUSING OPPORTUNITIES COMMISSION
OF MONTGOMERY COUNTY, MARYLAND

SELLER'S AFFIDAVIT

APPLICATION AND SETTLEMENT DOCUMENT

INSTRUCTIONS TO THE LENDER:

- **SELLER** completes and submits **ORIGINAL** to lender prior to loan approval.
- SUBMIT **COPY** OF **SIGNED AFFIDAVIT** WITH the **MBS PRE-CLOSING COMPLIANCE PACKAGE**.

INSTRUCTIONS TO SETTLEMENT:

- **SELLER SIGNS** AGAIN AT SETTLEMENT and is **notarized**.
- RETURN **ORIGINAL SIGNED AFFIDAVIT TO LENDER**.
- **LENDER** after settlement submit the **COMPLETE ORIGINAL SIGNED** AFFIDAVIT to HOC with the **MBS POST-CLOSING COMPLIANCE PACKAGE**.

The undersigned, being duly sworn and under threat of perjury, hereby represents as follows:

1. This Affidavit is executed by the undersigned seller ("Seller") in connection with the Housing Opportunities Commission of Montgomery County (the "Commission") Single Family Program Financing Agreement (the "Agreement").

2. _____ is the Seller of the single family residence (the "Residence") which is located at: _____ and which is to be financed under the Commission's Single Family Mortgage Purchase Program (the "Program").

3. The Residence [was _____] [was not _____] previously occupied.

4. The Residence [is _____] [is not _____] an MPDU ("moderately priced dwelling unit") as defined in the Montgomery County Code Section 25A-3. If this property has been previously occupied and is still subject to the MPDU resale restriction, seller should attach the MPDU pricing letter to this form when submitted to the purchaser's lender.

5. The **Acquisition Cost** of the Residence is \$_____. For purposes of this statement, the term "Acquisition Cost" means the cost of acquiring this residence from the Seller as a completed residential unit. The "Acquisition Cost" of a residence includes all amounts paid, either in cash or in kind, by, or on behalf of, the purchase of the Residence ("Mortgagor") as consideration for the Residence and the reasonable cost of completing the Residence or making required repairs where the Residence is incomplete; but does not (except for a MPDU) include the usual settlement and financing costs or the cost of land where such was owned by the Mortgagor for at least 2 years before the beginning of construction of the Residence. Any payment for the cost of an option on the purchase of a Residence shall be included in the calculation of "Acquisition Cost."

6. The Seller has received no other consideration for the Residence in excess of the stated Acquisition Cost, and has entered into no contract or agreement, either expressed or implied, with the Mortgagor to perform any additional construction on the Residence or to transfer additional items for additional cost.

7. To the best of the Seller's knowledge, the Residence is in compliance with all applicable zoning ordinances, health or building codes and other applicable land uses or development regulations or laws.

8. For the stated Acquisition Cost, the Seller has sold a completed Residence which includes all fixtures and other items necessary to make such Residence habitable and normally provided by the seller of similar residences in Montgomery County.

9. Nothing has come to the Seller's attention from any source whatsoever which gives the Seller reason to believe that the Mortgagor has supplied the Commission or mortgage lender with false or misleading information concerning the Mortgagor's income, use of the Residence, residential history, or prior ownership interest in a principal residence.

10. The Seller has executed this Affidavit in order to comply with the requirements of the Mortgage Bond Tax Act of 1980, being Section 103A of the Internal Revenue Code of 1954, as amended, and the regulations promulgated thereunder and the requirements of Section 143 of the Internal Revenue Code of 1986, as amended, and the regulations promulgated thereunder.

**HOUSING OPPORTUNITIES COMMISSION
OF MONTGOMERY COUNTY, MARYLAND**

SELLER'S AFFIDAVIT

THIS AFFIDAVIT is required to be made under oath and may be subject to penalty of perjury. Every person who shall be convicted of perjury shall be sentenced to imprisonment in the jail or penitentiary for not more than ten years. (Md. Ann. Code Art. 27, Section 439, as amended.)

Signatures required before loan application.

Date _____

Seller

Seller

Signatures required at closing.

Seller

Seller

[Notary]

STATE OF MARYLAND)
 : ss.:
COUNTY OF MONTGOMERY)

On this _____ day of _____, 20____, before me, a notary public for the said county and state, personally appeared _____ known to me (or satisfactorily proved to be the persons whose names are subscribed to me within Seller's Affidavit) and acknowledged that they executed the same for the purpose therein contained.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Notary

[Seal]

My Commission Expires: _____

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