



SELLER'S AFFIDAVIT

I, _____, and I, _____, as seller(s) of a residence to _____ and _____, as purchaser(s), do hereby represent and warrant as follows:

1. The residence is located within the County of _____ at _____
2. The residence is reasonably suitable for occupancy by not more than one family.
3. a. The acquisition cost* of the residence as shown in the purchase contract is \$ _____ .
b. Neither the purchasers nor anyone on their behalf has made any payment other than the amount shown in "a." to (me/us) or to any other person on (my/our) behalf, nor have they canceled any debt owed by (me/us) or by any person related to (me/us).
c. (I/We) have not entered into any agreement with the purchasers of the residence 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 acquisition cost, and the residence as sold to the purchasers is substantially complete and contains all appropriate fixtures and other architectural appointments.
d. The purchasers are not required to pay more than a pro rata share of assessments.
4. The residence (**HAS/HAS NOT**) been previously occupied by the purchasers or others prior to the closing of the residential mortgage. (**Circle One**)
5. (Include this paragraph only if the purchasers are applying for a qualified rehabilitation loan.)
 - a. The purchasers will be the first occupant of the residence after the completion of the rehabilitation.
 - b. The residence, or the building in which the residence is located, was first used on _____ . The physical work on the rehabilitation of the residence began, or will begin on a date at least 20 years later than the date on which the residence was first used.
 - c. The cost of rehabilitation** of the residence or the proportionate cost of rehabilitation of the building in _____ which the residence is located attributable to the residence (%of square footage) is \$ _____ , which amount is at least 25% of the of the acquisition cost of the residence.

- d. Seventy-five percent or more of the external walls of the residence or the building in which the residence is located, which have existed prior to the date physical work on the rehabilitation began, are currently in place.

(I/We) declare under penalty of perjury that the foregoing representations are true and correct.

Date and City _____ **Signature** _____

Date and City _____ **Signature** _____

*The term "acquisition cost" means the cost of acquiring a residence from the seller as a completed unit. The term does not include usual and reasonable settlement or financing costs. It does include the lien or assessment to which the residence is subject.

** Cost of rehabilitation means all direct expenditures for rehabilitation, but does not include general overhead, indirect charges or the cost of acquiring the building or the land.