HAWAII HOUSING FINANCE AND DEVELOPMENT CORPORATION
SINGLE FAMILY MORTGAGE REVENUE BONDS

MORTGAGOR AFFIDAVIT

STATE OF HAWAII
COUNTY OF

SERVICER LOAN #:

The undersigned, as part of my/our application for a Hawaii Housing Finance & Development Corporation (HHFDC) Single Family Mortgage Revenue Bond loan, from a participating lender of my/our choice for a single-family residence that will become my/our permanent, primary residence, being first duly sworn, state the following information to be true and correct:

HOUSEHOLD INCOME

Household Income includes the anticipated gross income from all sources of all persons in the household 18 years of age or older – including but not limited to Annual Wages, bonuses, commissions, overtime, part-time earnings, dividends, interest, royalties, pensions, VA compensation and net rental income, other income (such as alimony, child support, public assistance, sick pay, social security benefits, unemployment compensation, income received from trusts, and income received from business activities or investments and other income).

Applicant Name	Applicant Type	FICO	Income Type	Amount
				Total Household Income =

Total Persons in Household: Number of Income Recipients: Number of Minors:

PROPERTY

Address Being Purchased Category Area

The TOTAL ACQUISITION COST:

TOTAL ACQUISITION COST includes all amounts paid, either in cash or in kind, by the Mortgagor(s) or any other person on behalf of the Mortgagor(s), excluding only those usual and reasonable settlement or financing costs permitted under Section 143 of the Internal Revenue Code and HHFDC Program Guidelines. Apart from any normal real estate agents' commissions, no money is being paid, no promissory note is being delivered, nor is anything else of value (including, without limitation, personal property) being exchanged for or transferred to the seller of the residence or any other persons by me, or to my knowledge, by any other person in connection with the residence except as itemized with the amount of their purchase price that does not exceed their fair market value and attached hereto and incorporated into the Affidavit.

AND THAT (a) the residence will be occupied as my/our principal residence within a reasonable time not to exceed 60 days of loan closing, provided that HHFDC may grant an extension for documented extenuating circumstances, in its sole discretion. Further, the residence will not be used as investment property, vacation, or recreational home, or in conjunction with business activities (as evidenced by the use of more than fifteen percent (15%) of the total floor space in a trade or business) except for the rental of one to three of the units respectively in a two-to-four family residence; and I/we will immediately notify the Servicer in writing if the residence ceases to be my/our principal, permanent residence; (b) this is not a refinancing of an existing, previously occupied residence for which this mortgage loan is being requested and will not replace my/our existing mortgage or land contract or a newly constructed residence has not and will not be occupied prior to loan commitment and the proceeds of the

SAMPLE

mortgage loan will not be used to replace my/our existing mortgage, unless such loan is a construction, bridge or temporary initial financing of 24 months or less; (c) unless the residence is located in a targeted area or is for a qualified veteran, IRS Federal Tax Transcripts for all mortgagors and spouses have been submitted, and mortgagors and spouses, individually or together have not had an ownership interest in a principal residence within 3 years of loan closing (principal residence includes single family detached, condominium, shares in housing cooperative, occupancy in an owned multi-family housing unit, factory made housing affixed to real property; ownership includes full or partial ownership interest, fee simple, joint ownership interest by joint tenancy, tenancy in common or tenancy in the entirety, in interest of a tenant-stockholder in a cooperative, a land contract under which possession and the burdens and benefits of ownership are transferred, even if legal title is not until some later date, ownership interest in trust or life estate interest); (d) if a Mortgage Credit Certificate is also being received a separate compliance file is being submitted and MCC requirements are being met; (e) I/We do not have an application in process nor have I/we received a commitment for a mortgage loan under any single family mortgage program or any other single family program; (f) no person related to me/us has or is expected to have an interest as a creditor in the mortgage loan; (g) I/ We must meet all federally and locally mandated requirements to qualify for the mortgage loan; (h) this Affidavit will be relied upon for the purposes of determining my/our eligibility and if any information contained in this certification contains a material misstatement which is due to fraud or intentionally made, I/we are subject to criminal penalty.

Mortgagor(s) acknowledge and agree that HHFDC reserves the right, at any time during the life of the mortgage loan, to request additional documentation, conduct audits, and independently verify compliance with all program requirements beyond the submission of IRS transcripts or other required filings.

TAX RETURN REQUIREMENTS

IRS Federal Tax Transcripts for the past three (3) years for all resident adults are submitted herewith or the reasons for exemption from filing are stated as follows:

_____

_____

_____

_____

_____

_____

_____

_____

_____

ADDITIONAL ELIGIBILITY

☑ CHECK IF APPLICABLE:

☐ If the Mortgagor is a veteran, as defined under 38 U.S.C. §101 and Section 143(d)(2)(D) of the Internal Revenue Code, the first-time homebuyer requirement is waived, provided the Mortgagor has not previously received, anywhere in the United States, a mortgage revenue bond loan or mortgage credit certificate utilizing the veteran exception.

☐ A Military Veteran's Eligibility Affidavit is attached.

Both boxes must be checked to be considered for the veteran exception.

SAMPLE

HAWAII HOUSING FINANCE AND DEVELOPMENT CORPORATION
SINGLE FAMILY MORTGAGE REVENUE BONDS

MORTGAGOR AFFIDAVIT

Applicant Name	Applicant Type	Signature	Date

STATE OF HAWAII

COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this _____, 20___ by _____, who is ☐ personally known to me or ☐ produced _____as identification.

Notary Signature Seal
My commission expires on: _____

SAMPLE

HAWAII HOUSING FINANCE & DEVELOPMENT CORPORATION
SINGLE FAMILY MORTGAGE REVENUE BONDS

MILITARY VETERAN'S ELIGIBILITY AFFIDAVIT

STATE OF HAWAII
COUNTY OF

SERVICER LOAN #:

I, _____, the undersigned, as a Military Veteran Purchaser, have applied for Hawaii Housing Finance and Development Corporation ("HHFDC") financing with the above named Lender to purchase the property located at _____ _____ (the "Property") who having been first duly sworn, depose and say:

1) I understand that the Internal Revenue Code provides that borrowers who are veterans (and their spouses, or co-borrowers) and have not previously received a Mortgage Revenue Bond ("MRB") loan, or a mortgage credit certificate, anywhere in the United States, under the special veteran's exception, need not meet the first-time homebuyer requirement.

2) I understand that the United States Code definition of "veteran" is a person who has served in the active military, naval, or air service, and who was discharged or released therefrom under conditions other than dishonorable.

3) I understand that an MRB loan is a mortgage financed through the sale of tax- exempt bonds issued by a state or local housing agency.

4) I understand that a mortgage credit certificate is a tax benefit provided under the Internal Revenue Code.

I hereby represent and warrant that: (1) I do meet the United States Code definition of "veteran" and to evidence this, I have attached DD Form 214, Certificate of Release or Discharge from Active Duty; and (2) I have not received or been the beneficiary of an MRB loan (from any state or local government) for my principal residence pursuant to a special exception for veterans enacted December 20, 2006.

I further understand that if I made any material misstatements in the foregoing representations, such misstatements will be considered an event of default under the mortgage loan and the outstanding principal balance of the mortgage loan together with accrued interest and any reasonable expenses, including legal fees, at HHFDC's option, will become immediately due and payable.

Applicant Name	**Applicant Type**	**Signature**	**Date**

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this _____, 20___ by _____, who is ☐ personally known to me or ☐ produced _____as identification.

Notary Signature Seal
My commission expires on: _____

HAWAII HOUSING FINANCE & DEVELOPMENT CORPORATION
SINGLE FAMILY MORTGAGE REVENUE BONDS

SELLER/BUILDER AFFIDAVIT

STATE OF HAWAII
COUNTY OF

SERVICER LOAN #:

I/We the undersigned, as an essential participant in an application for a single-family program loan being submitted in connection with the Mortgagor's(s') purchase from the undersigned of a single-family residence (the "Residence") located at _____, being first duly sworn hereby state the following:

I/We certify that I/we are the Seller (or Builder) of the Residence and that the Residence is a single-family residence located at the above address.

I/We certify that (1) the total amount to be paid to me/us, or to anyone related to me/us, or acting on my/our behalf (such as a real estate agent) in connection with the purchase of the residence is the total acquisition cost. This amount includes all amounts being paid by or on behalf of the Borrower.

I/We have not entered into any other contract or agreement with the Mortgagor(s), either expressed or implied, to perform additional construction on the residence or to transfer any additional property at additional cost other than personal property contained in the residence which are listed by item and amount and attached hereto and incorporated into this Affidavit.

I/We acknowledge and understand that this Affidavit will be relied upon for purposes of determining the Mortgagor(s)' eligibility.

_____ _____
Printed Name of Seller of Builder Representative Signature

_____
If Seller Is Not an Individual, Title and Name of Selling Entity
If Signatory Is Not the Owner Type/Print Name and Title and Attach Copy of Power of Attorney

State of _____

County of _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this _____, 20___ by _____, who is ☐ personally known to me or ☐ produced _____as identification.

Notary Signature Seal
My commission expires on: _____

SAMPLE