

FRESNO COUNTY MCC PROGRAM  
 THE HOUSING AUTHORITY OF FRESNO  
 COUNTY

**MAILING ADDRESS FOR APPLICATIONS:**  
 Fred Consulting Associates  
 P.O. Box 45 Novato, CA 94948  
 TEL: (415) 898-1750 FAX:  
 (415) 898-0789

MCC No. :	_____
Application Name:	_____
Social Security No.	_____

OVERNIGHT/EXPRESS MAIL  
 505-A San Marin Drive, Ste 140  
 Novato, CA 94945

## APPLICATION AFFIDAVIT

THERE ARE IMPORTANT LEGAL CONSEQUENCES TO THIS LEGAL AFFIDAVIT. READ IT CAREFULLY BEFORE SIGNING.

I (We) the undersigned, as part of my (our) application for a mortgage credit certificate ("MCC") from the Housing Authority of Fresno County ("Housing Authority"), issuer of such certificates under the Housing Authority's Mortgage Credit Certificate Program (the "Program"), and as a material inducement to the Housing Authority to issue such certificate to the undersigned in connection with the financing with a mortgage loan (the "Mortgage Loan") from a lender of the undersigned's choosing (the "Lender"), for the undersigned's purchase of a single-family home (the "Residence"), being first duly sworn, state the following:

1. I (We) certify that the following are:

a. My (Our) legal name(s): \_\_\_\_\_  
 \_\_\_\_\_

<b>CURRENT ADDRESS</b>
Census Tract: _____

b. Current residence: \_\_\_\_\_  
Street City State Zip

Telephone: (work)( ) \_\_\_\_\_ (home)( ) \_\_\_\_\_

2. The Residence **being purchased** is a single-family home located within the limits of the **County of Fresno** at the following address:

\_\_\_\_\_  
Address City State Zip

<b>PURCHASE ADDRESS</b>
Census Tract: _____

" CHECK HERE IF PROPERTY IS LOCATED WITHIN A TARGET AREA If so, map showing location of property must accompany this document.

" CHECK HERE IF PROPERTY IS LOCATED WITHIN UNINCORPORATED AREA OF COUNTY (see appraisal)

3. I (We) certify that the Residence will be occupied and used as my (our) principal place of residence within sixty (60) days after the date of the Mortgage Loan Closing. I (We) certify that the Residence will not be used as an investment property, vacation home, or recreational home and that not more than fifteen (15) percent of the area of the Residence will be used in a trade or business. I (We) certify that I (we) will notify the Housing Authority in writing if the residence ceases to be my (our) principal Residence.

4. If the loan application is for a loan on a newly constructed home, I (we) certify that the Residence has not and will not be occupied prior to loan commitment.

5. If the Residence is newly constructed, I (we) certify that the proceeds of the Mortgage Loan will not be used to replace an existing mortgage unless the existing mortgage is for: (1) a construction period loan of not greater than 24 months, or (2) a bridge loan or similar temporary initial financing of 24 months or less. If the Residence is a previously occupied existing home, I (we) certify that the proceeds of the Mortgage Loan will not be used to replace my (our) existing mortgage.

6. PLEASE NOTE, IF PURCHASING IN A DESIGNATED TARGET AREA, THIS REQUIREMENT IS WAIVED. I (We) understand that I (we) am (are) not eligible for an MCC from the Housing Authority, under this program, if I (we) individually or together had an ownership interest in a principal residence within three years prior to \_\_\_\_\_ (date application affidavit was signed). I (We) also understand that I (we) cannot have an ownership interest in a principal residence between the date of application and closing. For this purpose, a principal residence includes a single-family residence, condominium, share in a housing cooperative, any manufactured home or mobile home (as defined under federal and state law), or occupancy in a multifamily residence owned by me (us). For this purpose, an ownership interest means ownership by any means, whether outright or partial, including property subject to mortgage or other security interest. An ownership interest also means a fee simple ownership interest, a joint ownership interest by joint tenancy, tenancy in common, or tenancy by the entirety, or a life estate interest. I (We) certify that I (we) have listed below all places of residence, whether owned or not, for a three-year period prior to \_\_\_\_\_ (date application affidavit was signed).

Previous Residences (Over the Preceding **Three-year** Period)

Address, City, State, Zip of Residence	Indicate Whether Residence Was Owned, Rented or Other *	Beginning / Ending Date of Residency
_____	_____	/
_____	_____	/
_____	_____	/

Name, Address and Telephone of the Owner or Landlord Who Can Verify Each Residence Listed Above Which Was Not Owned by the Applicant:

Name	Address, City, State, Zip	Area Code & Telephone Number
_____	_____	_____
_____	_____	_____
_____	_____	_____

\* All answers of "Other" must be fully explained; use additional paper if necessary.

7. I (We) certify that I (we) am (are) required to and will hereby submit true and complete copies of my (our) actual signed federal tax returns as filed for the preceding three (3) tax years or such other written verification that is acceptable to the MCC Program.

**PLEASE CONTINUE ON PAGE 2**

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8. I/ We certify that the total purchase price of the residence and land as a completed residence, including all construction items, all commissions, all builder's fees, hook-up and tap-in fees, permits, architectural fees, all site improvements, discount points paid by the seller, work credit, subcontracted items, or construction loan interest, but excluding any closing costs permanent financing charges will be \$\_\_\_\_\_ (sales price including all fees but excluding closing costs and permanent finance cost) and will not exceed the purchase price limitation applicable to the Residence appearing in the following schedule: Purchase Price

	Non Target Area	Target Area	Indicate if house is:
Newly Constructed Unit	\$169,100	\$206,700	" Newly Constructed
Existing Unit	\$115,100	\$140,700	" Existing Unit

9. I(We) certify that the amount listed in paragraph 8 of this affidavit is (I) the sole payment by the buyer and there are no payments to be made by related persons or for the benefit of the buyer, (kk) the residence is complete, and (iii) the residence is not being purchased subject to ground rent.

10. (We) certify that the Certified Indebtedness (mortgage amount) is \$\_\_\_\_\_

11. I (We) further certify that no side deal or agreement, either verbal or written, is presently contemplated for the completion of or the addition to this Residence unless the estimated cost of the completion and/or addition is included in the purchase price.

12. I (We) certify that no portion of the financing of the acquisition of the Residence is or will be provided from the proceeds of a qualified mortgage bond or a qualified veteran's mortgage bond. No person related to me (as defined in applicable federal or state laws and regulations) has or is expected to have, an interest as a creditor in the Mortgage Loan being acquired for the Residence.

13. I (We) understand and agree that if an MCC is issued to me (us), it may not be transferred unless the home is purchased by an eligible MCC applicant who assumes the remaining certified indebtedness (mortgage).

14. I (We) understand and agree that I (we) may seek financing from any lender of my (our) choosing and that I (we) am (are) in no way prohibited from seeking financing from any potential lender, so long as the Lender is a participating Lender who executes and complies with the terms of the Lender Participation Agreement.

15. I (We) understand that I (we) am (are) not eligible for an MCC unless my (our) gross annual household income (as defined) in the MCC Operating Manual does not exceed \$55,400 (\$66,480 in Target Areas) for a one or two person household and \$63,710 (\$77,560 in Target Areas) for a household of three or more.

16. I (We) certify that my (our) current gross annual household income as defined below is \$\_\_\_\_\_

NUMBER OF PERSONS IN HOUSEHOLD (Circle)    1       2       3       4       5       6       7       8

17. I (We) acknowledge and understand that this Affidavit will be relied upon for purposes of determining my (our) eligibility for an MCC. I (We) acknowledge that a material misstatement negligently made in this affidavit or in any other statement made by me (us) in connection with an application for an MCC will constitute a federal violation punishable by a fine; and a material misstatement fraudulently made in this affidavit or in any other statement made by me (us) in connection with application for an MCC, will constitute a federal violation punishable by a fine and revocation of the Certificate, which may be in addition to any criminal penalty imposed by law. In addition, any material misstatement or false statement which affects my (our) eligibility for an MCC will result in a denial of my (our) application for an MCC, or, if an MCC has been issued prior to discovery of the false statement, immediate cancellation of the MCC issued.

18. In addition, I (we) hereby acknowledge and understand that any false pretense, including any false statement or representation or the fraudulent use of any instrument, facility, article, or other valuable thing or service pursuant to my (our) participation in any Housing Authority program, is punishable by imprisonment or by a fine.

Dated: \_\_\_\_\_

Signature of Applicant(s) \_\_\_\_\_ Social Security # \_\_\_\_\_  
 \_\_\_\_\_

Witness: \_\_\_\_\_

Witness: \_\_\_\_\_

**LENDER'S CERTIFICATION**

The lender hereby certifies that to the best of its knowledge and belief each of the foregoing statements is true and correct and each of them is consistent with the information submitted by the applicant in connection with his/her application for a loan.

Dated: \_\_\_\_\_ Company Name and Lender I.D.#: \_\_\_\_\_

Name and Title: \_\_\_\_\_

Authorized Signature: \_\_\_\_\_

**INCOME DETERMINATION**

"The 'gross income' of a mortgagor(s) (or co-mortgagors) (as defined by Revenue Ruling 86-124 of the Internal Revenue Code) is the mortgagor's annualized gross income. Annualized gross income is the product of monthly income multiplied by 12. (See Appendix A in the official MCC program manual for more detailed guidelines. **Note:** This form **MUST** be signed, dated, and witnessed by two parties or notarized. Gross income is determined pursuant to Section 8 guidelines. See Definition of Terms in the MCC Program Manual for more detailed guidelines.