

CONTRA COSTA COUNTY
DEPARTMENT OF CONSERVATION AND DEVELOPMENT
Mortgage Credit Certificate Program
30 Muir Road
Martinez, CA 94553
925-674-7885
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MCC NO: _____
NAME: _____
SOCIAL SECURITY: _____
NAME: _____
SOCIAL SECURITY: _____

APPLICATION AFFIDAVIT

THERE ARE IMPORTANT LEGAL CONSEQUENCES TO THIS LEGAL AFFIDAVIT; READ IT CAREFULLY BEFORE SIGNING. **Please keep copies for your records.**

1. I (We) the undersigned, as part of my (our) application for a Mortgage Credit Certificate ("MCC") from Contra Costa County ("County") issuer of such certificates under the County Mortgage Credit Certificate Program (the "Program"), and as a material inducement to the County to issue such certificate to the undersigned, in connection with the financing, with a Mortgage Loan ("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.

I (We) certify that the following are:

A. My (Our) legal name(s): _____

B. Current residence: _____

Telephone (Cell) _____ Home/Work _____

Email Address _____

2. The residence being purchased is a single-family home located in Contra Costa County at the following address:

• Check here if Unincorporated _____
Address City Zip

• Check here if you are assuming a mortgage from a current MCC holder and are transferring that MCC.

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 the maximum percentage (specified by ordinances) of the area of the residence will be used in a trade or business subject to prior County approval. I (We) certify that I (we) will notify the County 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: (a) a construction period loan of not greater than 24 months, or (b) 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. CHECK AND COMPLETE ONE of the two following sections that applies to you, the undersigned. If you are purchasing a residence located in a designated "Target Area," complete paragraph 8 and proceed to paragraph 9. (See "Target Area" map.) If you are purchasing a residence located outside a "Target Area," complete paragraph 7 and proceed to paragraph 9.
7. I (We) understand that I (we) am (are) not eligible for an MCC from the County, under this program, if I (we) individually or together had an ownership interest in a principal residence within three years prior to _____ (date initial request for application 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 multi-family 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 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 owner or not, for a three-year period prior to _____ (date initial request for application was signed).

Previous Residences (over the Preceding three-year period)

Address of Residence	Indicate Whether Residence Was Owned, Rented or Other*	Beginning/Ending Date of Residency	
		From:	To:
-----	-----	-----	-----
-----	-----	-----	-----
-----	-----	-----	-----

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

Name, Address and Telephone of the Owner or Landlord who can verify each residence listed above which was not owned by applicant.

Name	Address	Telephone Number
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8. I (We) certify that the items in paragraph 7 are not required of me because the residence is located in a "Target Area."

9. CHECK AND COMPLETE ONE of the following statements that correctly applies to you, the undersigned.

A. I (We) certify that I (we) 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) years or such other written verification that is acceptable to the MCC Program.

B. I (We) certify that I (we) am (are) exempt from the three year non-ownership requirement because the Residence is located in a "Target Area."

10. 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 and permanent financing charges will be _____ (sales price including all fees, but excluding closing cost and permanent finance cost) and will not exceed the purchase price limitation applicable to the residence appearing in the following schedule:

	Non-Target Area	Target Area
Newly Constructed Unit (New)	\$625,765	\$764,823
Existing Unit	\$625,765	\$764,823

11. I (We) certify that the certified indebtedness (mortgage amount) is \$_____.

12. 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 original purchase price.

13. 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.

14. I (We) understand and agree that if an MCC is issued to me (us), it may not be transferred unless (we) sell the home to eligible MCC buyers and they assume my (our) certified indebtedness (mortgage).

15. I (We) understand and agree that (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.

16. 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 Program Manual does not exceed \$104,400 for a one or two person household and \$120,060 for a household of three or more. If the home I (we) am (are) purchasing is located in a designated "Target Area," my (our) gross annual household income cannot exceed \$125,280 for a one or two person household and \$146,160 for a household of three or more.

- 17. I (We) certify that my (our) current gross annual household income as defined below is \$_____.
- 18. I (We) certify that the number of persons to reside in my (our) household is _____.
- 19. 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.
- 20. 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 County program, is punishable by imprisonment or by a fine.

Dated: _____

Signature(s) of Applicant(s) _____ Social Security No. _____

 (Need original/wet signatures)

Witness:

One witness is required

 (Need original/wet signature)

 (Please print name)

LENDER'S CERTIFICATE

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: _____

By: _____

Title: _____

INCOME DETERMINATION

The "gross income" of a mortgagor (or 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 sum of monthly income multiplied by 12. Gross monthly income is the sum of monthly gross pay; any additional income from overtime, part-time employment, bonuses, dividends, interest, royalties, pensions, Veterans Administration (VA) compensation, net rental income, etc; and 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). Information with respect to gross monthly income may be obtained from available loan documents executed during the four-month period ending on the date of the closing of the mortgage, provided that any gross monthly income not included on the loan documents must be included by the issuer in determining gross monthly income. The income to be taken into account in determining "gross income" is income of the mortgagor(s) and any other person(s) who is expected to be secondarily liable on the mortgage. If the co-borrower, co-signer, or co-habitor meet the requirement in the sentence above; include his/her income in your gross income calculation. Income includes the income of both spouses and children over the age of eighteen (18).

NOTES: This form must be signed, dated, and witnessed. Gross income is determined pursuant to the Section 8 guideline. See Definition of Terms in the MCC Program Manual.