

SERVICER LOAN # \_\_\_\_\_

TEXAS STATE AFFORDABLE HOUSING CORPORATION  
COMPLIANCE FILE CHECKLIST  
eff 7-23-12

MORTGAGOR NAME	
LENDER NAME	
CONTACT NAME	
AC & Phone	AC & Fax
E-MAIL ADDRESS OF CONTACT PERSON	

**Binding the items below in the order indicated, assures faster processing.**

- \_\_\_\_\_ Compliance Review Fee of \$225  
Corporate Checks only made payable to eHousingPlus  
Include name of Borrower and Property address
- \_\_\_\_\_ THIS CHECKLIST
- \_\_\_\_\_ **ORIGINAL SIGNED** Affidavit – Eligible Borrower & Mortgage Lender  
Certificate (Eligible Borrower Affidavit must be Notarized)
- \_\_\_\_\_ COPY of REAL ESTATE PURCHASE CONTRACT
- \_\_\_\_\_ COPY of FINAL EXECUTED LOAN APPLICATION - 1003
- \_\_\_\_\_ COPY of EXECUTED SETTLEMENT STATEMENT - HUD1
- \_\_\_\_\_ COPY of WARRANTY DEED
- \_\_\_\_\_ COPY of Homebuyer Education Certificate

**THE COMPLETE FILE IS SUBMITTED TO eHousingPlus :  
eHousingPlus, 3050 Universal Blvd., Suite 190, Weston, FL 33331**

**PLEASE NOTE: MORTGAGE FILE, INCLUDING CREDIT PACKAGE, AND RECORDED  
DOCS ARE SENT TO U S BANK.**

**PROGRAM AFFIDAVIT**

**TEXAS STATE AFFORDABLE HOUSING CORPORATION  
SINGLE FAMILY PROGRAM**

*There are important legal consequences to this Affidavit. Read carefully before signing.*

**AFFIDAVIT OF ELIGIBLE BORROWER**

**STATE OF TEXAS**  
**COUNTY OF** \_\_\_\_\_

The undersigned, as part of my (our) application for a **Texas State Affordable Housing Corporation Single Family 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:

\_\_\_\_\_  
MORTGAGOR NAME

\_\_\_\_\_  
MORTGAGOR NAME

\_\_\_\_\_  
MORTGAGOR NAME

\_\_\_\_\_  
MORTGAGOR NAME

\_\_\_\_\_  
ADDRESS BEING PURCHASED

\_\_\_\_\_  
CITY COUNTY ZIP CODE **TEXAS**

**CHECK AS APPLICABLE:**  
\_\_\_\_\_ New Construction \_\_\_\_\_ Existing

**Total Persons in Household** \_\_\_\_\_ **Mid Credit Score Used to Qualify Mortgagor(s)** \_\_\_\_\_

Family Income includes the anticipated gross income of all persons expected to both live in the residence being financed and to be liable on the Mortgage including income of a spouse (even a non-borrowing spouse) and includes but is not limited to Annual Wages, Commissions, Bonuses, Self-Employment (Plus Depreciation), Dividends, Interest, Annuities, Pensions, Child Support, Alimony, Public Assistance.

The TOTAL ACQUISITION COST \$ \_\_\_\_\_

**TOTAL ACQUISITION COST** of the property includes all amounts paid previously or in the future, in cash or in kind by the Mortgagor(s) or any other related person(s) for the benefit of the Mortgagor to or for the benefit of the seller(s); points paid by the seller(s); capitalized value of ground rent using the discount rate established by the Issuer or a related party of (leasehold estate); additional amounts to be paid if dwelling is incomplete or unfinished for which a written estimate of completion cost is attached; additional amounts for land purchased separately and not owned by the mortgagor(s) for at least two (2) years prior to the commencement of construction of the residence; and any other settlement and/or financing costs to the extent that such costs exceed the usual and reasonable costs that would be paid by the buyer where financing is not provided by a qualified mortgage bond Issuer. Acquisition cost does not include the value of services performed by the mortgagor or members of the mortgagor's family in completing the residence. 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 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 this Affidavit.

I am a(n) \_\_\_\_\_ [Professional Educator] [Fire Fighter] [Corrections Officer] [County Jailer] [Public Security Officer] [Peace Officer] [Emergency Medical Services Personnel] [80% AMFI Eligible Borrower]. "Fire Fighter" means a member of a fire department who performs a function listed in Section 419.021 (3)(C) of the Texas Government Code. "Corrections Officer" means (i) a full-time employee of the Texas Department of Criminal Justice who receives hazardous duty pay or (ii) a full-time employee of the Texas Youth Commission who receives hazardous duty pay. "County Jailer" has the meaning assigned by Section 1701.001 of the Texas Occupations Code. "Public Security Officer" has the meaning assigned by Section 1701.001 of the Texas Occupations Code. "Peace Officer" has the meaning assigned by Section 1.07(a)(36) of the Texas Penal Code. "Emergency Medical Services Personnel" has the meaning assigned by Section 773.003 of the Texas Health and Safety Code. A "Professional Educator" means a full-time classroom teacher, full-time paid teacher's aide, full-time librarian, full-time school nurse, or full-time counselor, as certified under Subchapter B, Chapter 21 of the Texas Education Code, as amended, a Professional Nursing Program Faculty Member, an Allied Health Program Faculty Member or such other person deemed to be a "professional educator" pursuant to the Act. A "Professional Nursing Program Faculty Member" means a full-time member of the faculty of either an Undergraduate Professional Nursing Program or a Graduate Professional Nursing Program (as each such term is defined in the Agreement). An "Allied Health Program Faculty Member" means a full-time member of the faculty of an Undergraduate Allied Health Care Program or a Graduate Allied Health Care Program (as each such term is defined in the Agreement) of a public or private institution of higher education in the State of Texas. An "80% AMFI Eligible Borrower" is a person whose Family Income does not exceed the applicable Maximum Family Income amount, which amount shall not be greater than 80% of Applicable Median Family Income without adjustment for family size.

**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, 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 of the total floor space in a trade or business) except for the rental of the units in a two - four family residence (one must be the primary residence of the borrower); and I (we) do not intend to claim, with respect to the residence, any deductions pursuant to Section 280A of the Code for expenses incurred with respect to the business use of a home; 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 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)** the real estate associated with the residence is not greater than the normal and usual lot size within the area and is not in excess of that necessary to maintain the basic livability of the residence and I (we) do not expect to derive any income from the real estate associated with the residence; **(d)** there are no persons who have or are expected to have a present ownership interest in the residence following closing on the loan who have not executed this affidavit or one substantially similar to this affidavit; **(e)** no person related to me (us) has or is expected to have an interest as a creditor in the mortgage loan; **(i)** I (we) must meet all federally and locally

AFFIDAVIT, ORIGINAL WITH COMPLIANCE FILE Rev 7-17-12

mandated requirements to qualify for the mortgage loan; (j) this Affidavit will be relied upon for the purposes of determining my (our) eligibility and if any information contained in this Affidavit contains a material misstatement which is due to fraud or intentionally made, I (we) are subject to criminal penalty.

Further, I (we) state not

\_\_\_\_\_  
MORTGAGOR

\_\_\_\_\_  
MORTGAGOR OR NON-BORROWING SPOUSE

\_\_\_\_\_  
Printed Name of Mortgagor

\_\_\_\_\_  
Printed Name of Mortgagor or Non-Borrowing Spouse

\_\_\_\_\_  
MORTGAGOR

\_\_\_\_\_  
MORTGAGOR OR NON-BORROWING SPOUSE

\_\_\_\_\_  
Printed Name of Mortgagor

\_\_\_\_\_  
Printed Name of Mortgagor or Non-Borrowing Spouse

Sworn and subscribed before me on the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

PERSONALIZED SEAL

\_\_\_\_\_  
Notary Public Signature

**CERTIFICATE OF MORTGAGE LENDER**

\_\_\_\_\_ the Mortgage Lender, certifies that as of the date of closing it has (1) reviewed the foregoing affidavit of the mortgagor(s) and found it to be true and correct; (2) has charged the Mortgagor(s) lender fees that are customary and reasonable and no more than what is charged by the Mortgage Lender to other non-program buyers, except for a compliance fee of \$225 collected on behalf of the compliance agent; and (3) after completion of all underwriting verifications, has approved the mortgage loan. The Mortgage Lender hereby agrees that it will immediately forward to the Servicer all information which it may receive during the life of the mortgage loan which (1) may indicate that the Mortgagor(s) may have made a misrepresentation in applying or (2) may affect the Mortgagor's continued eligibility. Mortgage Lender also certifies that if new construction, **Certificate of Occupancy Date is** \_\_\_\_\_.

\_\_\_\_\_  
Dated

\_\_\_\_\_  
Signature of Authorized Officer

\_\_\_\_\_  
Telephone Number of Authorized Officer

\_\_\_\_\_  
Printed Name and Title of Authorized Officer



Date: \_\_\_\_\_

To Lender: \_\_\_\_\_

From: Texas State Affordable Housing Corporation

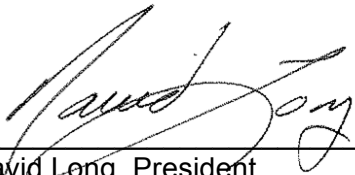
Subject: Notice of Downpayment/Closing Cost Assistance Grant

Please be advised that the Texas State Affordable Housing Corporation (TSAHC) is providing a down payment and/or closing cost assistance grant, with no repayment of the grant required, to be used in conjunction with the TSAHC Single Family Program as follows:

Borrower(s): \_\_\_\_\_

Property Address: \_\_\_\_\_

Amount of Assistance ( \_\_\_\_\_ % of total loan amount): \$ \_\_\_\_\_

  
\_\_\_\_\_  
David Long, President  
Texas State Affordable Housing Corporation

\_\_\_\_\_  
Borrower's Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Borrower (print name)

\_\_\_\_\_  
Borrower's Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Borrower (print name)