

MORTGAGE CREDIT CERTIFICATE PROGRAM
Washington State Housing Finance Commission

SELLER AFFIDAVIT

(To be signed at time of loan closing)

The undersigned, _____,
hereby states under oath that:

1. I/We am the seller of the Single-Family Residence located at: _____ (the Residence)
to _____ (the Buyer)

2. The total amount of all amounts paid, either in cash or in kind, by the purchaser (or a related party or for the benefit of the purchaser) to me/us as seller (or a related party or for the benefit of me/us as seller) as consideration for the Residence is: \$ _____

Check box, if applicable:

- As of the date of this Affidavit the Residence is incomplete, and my estimate of the reasonable cost of completing the residence is: \$ _____.
- The Residence is being purchased subject to a ground rent, the capitalized value of which, using a discount rate equal to _____ which is: \$ _____.

The acquisition cost does not include:

The usual and reasonable settlement or refinancing costs. Settlement costs include titling and transfer costs, sales tax, title insurance, survey fees, or other similar costs. Financing costs include credit reference fees, legal fees, appraisal expenses, origination fees which are paid by the purchaser (but not the seller, even though borne by the purchaser through a higher purchase price) or other costs of financing the residence.

The purchase price of the Residence has not been altered as a result of the buyer's application or eligibility for a Mortgage Credit Certificate (MCC).

3. The Residence is a single-family residence.

I/We have not entered into any contract or agreement, either express or implied, with the Buyer of the Residence to perform any additional construction on the Residence or to transfer additional property for additional cost other than personal property contained in the Residence which is listed by item and amount on an exhibit attached hereto and made a part of this Affidavit.

I/We have not attempted, directly or indirectly, to prohibit the Buyer from seeking financing from any particular lender, or attempted to require the Buyer to seek financing from a specific lender.

The Lender has explained to me/us the contents, and purposes of this document and that I/we could be subject to prosecution if I/we do not accurately and truthfully complete this document.

I/We acknowledge and understand that this Affidavit will be relied upon for purposes of determining the Buyer's 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 the Buyer's application for an MCC will constitute a federal violation punishable by a fine of \$1,000; and a material misstatement fraudulently made in this Affidavit or in any other statement made by me/us in connection with the Buyer's application for an MCC will constitute a federal violation punishable by a fine of \$10,000 and revocation of the MCC and any other criminal penalty imposed by law.

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SIGNED:

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STATE OF WASHINGTON)
) ss.
COUNTY OF _____)

On this _____ day of _____, 20___, before me, a notary public for the State of Washington, personally appeared _____, known to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

In witness whereof, I have hereunto set my hand and affixed my notarial seal on the day and year first-above written.

[NOTARIAL SEAL]

Notary Public for the State of Washington
Printed Name: _____
Residing at: _____
My Commission expires: _____