



My HOME PROGRAM

BORROWER'S AFFIDAVIT

The borrower(s) _____, _____ (individually or collectively, the "Borrower"), hereby certifies that Borrower is a first-time home buyer (i.e. a person who has not owned a home anywhere during the last three years) and hereby applies to Prince George's County for a **My HOME** Loan in the amount of \$_____ in order to purchase the land and improvements located at _____ (the "Property").

The **My HOME** Loan will be a zero percent (0%) interest, deferred-payment loan, secured on the property as a second trust, with the outstanding balance recaptured only if, during the 15-year Affordability Period (as defined in the loan documents), the property is sold, transferred, or refinanced for cash, or if the property ceases to be the Borrower's primary residence.

Borrower hereby agrees to reside in the property as his/her/their primary residence for 15 years from the date of closing on the **My HOME** loan. The amount of the **My HOME** loan recaptured will be determined by whether the Borrower complies with the 15-year primary residency requirement:

| Purchaser Remains in Home | Balance Due (As % of Total DPCCA Received) |
|----------------------------------|---|
| Less than 15 years | 100% |
| 15 or more years | 0% |

The Borrower hereby acknowledges that the Property to be purchased with the **My HOME** loan is subject to the requirements of the Home Investment Partnerships Program, regulated under 24 CFR Part 92.

The requirements of the Loan will be outlined in the **My HOME** Regulatory Agreement, Declaration of Covenants and Deed of Trust, which Borrower will execute at closing. The **My HOME** Regulatory Agreement, Declaration of Covenants and Deed of Trust cannot be assumed by a subsequent purchaser unless Prince George's County has approved such assumption in writing in an assumption agreement.

Each Borrower declares under penalty of perjury as follows:

1. All of (i) the information provided by the Borrower in (a) the **My HOME** Loan Application and (b) the application of the Borrower to _____ (**name of first mortgage lender**) for a first mortgage loan (a copy of which is hereby submitted to the County), and (ii) the representations made in this affidavit are true, correct, and complete on and as of this day, and the loan terms have not changed. In the event of any change or modification to said information or representations prior to settlement, the Borrower shall immediately inform the County of such change. Further, the first mortgage loan is not an adjustable rate or a subprime loan.
2. The Property is not being acquired through a tax foreclosure or eminent domain proceeding.
3. The **My Home** Loan proceeds will not be used for any of the following: (i) relocation activities of any tenants at the Property, or (ii) design, acquisition or construction of a building to be used as a place of sectarian religious worship.
4. The Borrower has attended 8 hours of housing counseling conducted by a HUD-certified housing counselor.

5. The Borrower is not an official, employee, agent, or consultant of the County (or member of a governing body over the Redevelopment Authority) -- or any other public official or authority -- who exercises or has exercised any function or responsibility with respect to the **My Home** Program (or who is in a position to participate in the decision-making process or gain inside information with regard to the **My Home** Program) (any such person, a "Conflicted Person"). If the Borrower is a family member of, or business partner in any venture with, any Conflicted Person, the Borrower has notified the **My HOME** Program of such relationship and has been authorized to proceed by the **My HOME** Program.
6. All properties funded under the MY HOME Program must pass a Housing Quality Standards (HQS) Inspection. **HQS Inspection deficiencies must be repaired by the Seller prior to closing unless undertaken post-closing as part of the FHA 203K Streamline program.** HQS and appraisal compliance repairs may be funded through the FHA 203K Streamline program if approved under the FHA 203K program. **BORROWER IS WARNED NOT TO SPEND MONEY FOR REPAIRS ON A SELLER OWNED PROPERTY PRIOR TO CLOSING DUE TO THE RISK THAT THE LOAN MAY NOT CLOSE AND DUE TO THE My HOME REQUIREMENT THAT NO CASH BE DISBURSED OR "REIMBURSED" TO THE BORROWER AT SETTLEMENT.**

Date: _____ Borrower: _____ Borrower email: _____
Date: _____ Borrower: _____ Borrower email: _____