



**My HOME PROGRAM
BORROWER'S AFFIDAVIT**

The borrower (s) _____, _____ (individually or collectively, the "Borrower"), hereby certifies that Borrower is a first-time home buyer (which includes persons who have 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 balance due upon the sale, transfer, cash-out refinancing of the property, or if the property ceases to be the borrower's Primary Residence.

Borrower (s) hereby agrees to reside in the property as their primary residence for 10 years from the date of closing on the **My HOME** loan. The amount of the **My HOME** loan due will be determined by length of time the purchaser complies with the 10 year primary residency requirement:

Purchaser Remains in Home	Balance Due (As % of Total DPCCA Received)
Less than 4 years	100%
At least 4 years but less than 6 years	50%
At least 6 years but less than 10 years	30%
10 or more years	0%

The Borrower (s) hereby acknowledges that the property to be purchased with the **My HOME** loan is subject to the requirements of the Home Investment Partnerships Program with 24 CFR Part 92.

These requirements will be outlined in the **My HOME** Regulatory Agreement, Declaration of Covenants and Deed of Trust which borrower (s) 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 the information provided by the Borrower in (i) the **My HOME** Loan Application, (ii) 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 (iii) the representations made in this affidavit is true, correct, and complete on and as of this day, and the loan terms have not changed. 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: _____

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