

# Down Payment Assistance (DPA) PROGRAM APPLICATION PACKAGE

Completed by Lender



Neighborhood Housing and Community Development (NHCD)  
Austin Housing Finance Corporation (AHFC)  
MAILING ADDRESS: P. O. Box 1088 • Austin, Texas 78767  
DELIVERY ADDRESS: 1000 E. 11<sup>th</sup> Street, Suite 200  
Phone: (512) 974-3100 • Fax (512) 974-3161  
Email: [nhcdcs@austintexas.gov](mailto:nhcdcs@austintexas.gov)  
Website: [www.austintexas.gov/empower](http://www.austintexas.gov/empower)



*Thank you for your interest in the Down Payment Assistance (DPA) Program offered by Neighborhood Housing and Community Development (NHCD), a department of the City of Austin. Program restrictions apply and assistance is subject to funding availability. Complete DPA application packages are accepted on a first- come, first-serve basis.*

Please submit DPA Prescreening and supporting documentation via:

#### Mail

NHCD  
PO Box 1088  
Austin, TX 78767-1088

#### In-person

Street-Jones Building  
1000 E. 11<sup>th</sup> Street, Suite 200  
Austin, TX 78702

#### Fax

(512) 974-3161

#### Email

[nhcdcs@austintexas.gov](mailto:nhcdcs@austintexas.gov)

For more information call 512-974-3100 or visit [www.austintexas.gov/empower](http://www.austintexas.gov/empower).

*The City of Austin's Neighborhood Housing and Community Development (NHCD) is committed to compliance with the Americans with Disabilities Act (ADA and Section 504 of the Rehabilitation Act of 1973), as amended. Reasonable modifications and equal access to communications will be provided upon request. Please call 974-3100 (voice) or Relay Texas at 974-3102 or 1-800-735-2989 (TDD) for assistance. **For a sign language interpreter, please call NHCD at 974-3863 at least 7 days in advance.***

*The City of Austin's NHCD does not discriminate on the basis of disability in the admission or access to or treatment or employment in their programs and activities. Dolores Gonzalez has been designated as the City's section 504/ADA Coordinator. Her office is located at 505 Barton Springs Road, Suite 600. Austin, TX 78704. If you have any questions or complaints regarding Section 504/ADA rights, please call the Section 504/ADA Coordinator at 974-3256 (Voice) or 974-2445 (TTY).*



# PROGRAM DESCRIPTION

**SEE PROGRAM GUIDELINES FOR MORE IN DEPTH INFORMATION**

<b>Purpose:</b>	The Down Payment Assistance (DPA) Program provides eligible first-time homebuyers with a 0%-interest (0% APR) loan to assist with eligible down payment and closing costs.
<b>Submitting Applications:</b>	Only DPA Participating Lenders listed on the City of Austin’s website and HousingSmarts graduates may submit application packages. Packages will be processed when they are 100% complete according to the Lender and Applicant Checklists. Complete application packages are accepted and processed on a first-come, first-served basis and are subject to fund availability.
<b>Participants, Income &amp; Assets:</b>	<p>Applicants must be first-time homebuyers who are citizens or legal permanent residents. Households may earn no more than 80% of the Austin Median Family Income (adjusted for household size), as published annually by the U.S. Department of Housing and Urban Development (HUD). Asset limits apply. Visit <a href="http://www.austintexas.gov/page/income-limits">http://www.austintexas.gov/page/income-limits</a> for current income limits.</p> <p><b>**NOTE:</b> “The Household Size, Income and Assets” includes ALL persons (related and unrelated) residing with the applicant at the time of application and/or those who will reside with the applicant upon the purchase of the new home.</p>
<b>Properties:</b>	Must be the borrower’s primary residence. Single family homes, town homes or condos are eligible; duplexes are ineligible. Any new construction must meet Visitability and S.M.A.R.T. Housing™ standards. Manufactured housing must be new construction on permanent foundation and meet S.M.A.R.T. Housing™ standards. Properties must be located within the Full Purpose Jurisdiction of Austin city limits; Extra Territorial Jurisdiction are ineligible.
<b>Financing:</b>	First lien loan must be a fully amortized, fixed-rate loan for 30 years. Interest rate may not exceed <b>.75%</b> above the prevailing interest rate released in the current <b>Federal Statistical Release</b> at the time the lender locks the borrower’s interest rate. Annual Percentage Rate may not exceed 1.5%. Discount point charges may not exceed <b>1.5%</b> .
<b>Earnest Money:</b>	All applicants must make a minimum <b>\$1,000</b> Earnest Money contribution.
<b>Sales Price:</b>	Not to exceed 95% of area median purchase price for new or existing single family housing using data from the Federal Housing Administrations (FHA) for Austin. Please call NHCD (512) 974-3100 for current applicable limits.
<b>OTHER:</b>	No “principal reduction” or cash back is allowed at closing.



# PROGRAM DESCRIPTION

**SEE PROGRAM GUIDELINES FOR MORE IN DEPTH INFORMATION**

<b>DPA Loan Options:</b>	<p style="text-align: center;"><b>“Standard DPA”</b></p> <p>Up to \$14,999, 0% interest (0% APR), deferred, forgivable loan, second lien position.</p>	<p style="text-align: center;"><b>“Shared Equity DPA”</b></p> <p>\$15,000-\$40,000, 0% interest (0% APR), deferred, forgivable loan, second lien position. Includes a “Shared Equity Loan Agreement”, “Subordination Agreement” and “City of Austin Right of First Refusal” provision.</p>
<b>DPA Loan Amounts:</b>	<p>A minimum of <b>\$1000</b> up to <b>\$14,999</b> of assistance for eligible closing costs, pre-paid expenses, and down payment. The eligible loan amount is based on the borrower’s demonstrated financial gap.</p>	<p>A minimum of <b>\$15,000</b> up to <b>\$40,000</b> of assistance for eligible closing costs, pre-paid expenses, and down payment. The eligible loan amount is based on the borrower’s demonstrated financial gap. Amount may not exceed <b>30%</b> of the home sales price.</p>
<b>Debt to Income Ratios:</b>	<p>Total combined debt ratio cannot exceed <b>45.00%</b></p>	<p>Total combined debt ratio cannot exceed <b>45.00%</b></p>
<b>Repayment:</b>	<p>The loan will be due and payable upon the sale, refinancing, home equity loan, vacating, lease or transfer of title before the 5 year maturity date. Otherwise, the loan is forgiven after 5 years.</p>	<p>The loan will be due and payable upon the sale, refinancing, home equity loan, vacating, lease or transfer of title before the 10 year maturity date. In addition, <b>a percentage of equity gained that is equal to the percentage of NHCD’s portion of the original sales price will be added to the payoff balance.</b> The loan is forgiven after 10 years. However, the shared equity remains and is forgiven after 30 years.</p>
<b>Property Age Limit:</b>	<p>None.</p>	<p>Properties constructed <b>before 1978</b> are ineligible.</p>
<b>Appraised Property Value:</b>	<p>The estimated value of the property must not exceed 95 percent of the median area purchase price, described in <b>24 CFR 92.254</b> (a) (2) (iii).</p>	

Updated 10/01/2014. **Subject to funding availability. Other restrictions may apply.**  
 For more information, please contact Austin Housing Finance Corporation at (512)974-3100.



## Section 1 – Applicant Information

Name: \_\_\_\_\_  
*Last* *First* *Middle Initial*

Current Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Mailing Address (if different): \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Work Phone: \_\_\_\_\_ Home Phone: \_\_\_\_\_ Cell Phone: \_\_\_\_\_

E-mail \_\_\_\_\_ Gender:  Male  Female

Marital Status:  Single  Married  Widowed  Divorced

Are you a:  U.S. Citizen  Permanent Resident  Alien: Alien number A: \_\_\_\_\_

Other: \_\_\_\_\_

Alternate Contact Name, Phone Number and Email \_\_\_\_\_

How did you hear about the Programs? \_\_\_\_\_

## Section 2 – Co-Applicant Information N/A

Name: \_\_\_\_\_  
*Last* *First* *Middle Initial*

Work Phone: \_\_\_\_\_ Cell Phone: \_\_\_\_\_

E-mail \_\_\_\_\_ Gender:  Male  Female

Marital Status:  Single  Married  Widowed  Divorced

Are you a:  U.S. Citizen  Permanent Resident  Alien: Alien number A: \_\_\_\_\_

Other: \_\_\_\_\_

Alternate Contact Name, Phone Number and Email \_\_\_\_\_



### Section 3 – Employment and Income History

Applicant's Employer _____	Occupation _____
Estimated Gross Monthly Income \$ _____	Number of Years with Employer _____
Co-Applicant's Employer _____	Occupation _____
Estimated Gross Monthly Income \$ _____	Number of Years with Employer _____

### Section 4 – Household Members

List all persons (children and adults) living in the home, along with their gross income. By signing in Section 8, you certify, that you are the owner(s) and/or occupant(s) of the property (identified in Section 1) and that the current gross monthly and annual income of all persons living in the home (related and unrelated) have been listed below. *(Attach additional page(s) if needed)*

Total number of persons living in the household: \_\_\_\_\_

Name	Relationship	Date of Birth	Age	Gross Income/ Pay Period
<b>(Applicant)</b>	<b>Self</b>			
<b>(Co-Applicant)</b>				

<b>Ethnic Categories (select one)</b>	
<input type="checkbox"/> Hispanic or Latino	<input type="checkbox"/> Not-Hispanic or Latino
<b>Racial Categories (select all that apply)</b>	
<input type="checkbox"/> American Indian or Alaska Native	<input type="checkbox"/> Asian <input type="checkbox"/> Black or African American
<input type="checkbox"/> Native Hawaiian or Other Pacific Islander	<input type="checkbox"/> White <input type="checkbox"/> Multi



## Section 5 – Property Information (completed by lender)

Applicant Name: _____			
<i>Last</i>	<i>First</i>	<i>Middle Initial</i>	
Co-Applicant's Name: _____			
Subject Property Address _____			
_____			
City	State	Zip	
Type of property:	<input type="checkbox"/> Single Family home	<input type="checkbox"/> Condominium	<input type="checkbox"/> Town home
<input type="checkbox"/> NEW Manufactured on Permanent Foundation and APPROVED AS part of the S.M.A.R.T. Housing™ Program			
<input type="checkbox"/> New Construction	<input type="checkbox"/> Existing Construction (pre-owned)	Year Built: _____	
Purchase Price of the Property \$ _____			

## Section 6 – First Lien Information

Type of loan	<input type="checkbox"/> FHA	<input type="checkbox"/> Conventional	<input type="checkbox"/> Veterans Administration
Interest rate _____ %	Lock Expiration Date: _____	FIXED RATE for 30 years.	Estimated Closing Date _____

## Section 7 – Lender and Title Company Information

The following people have assisted with this application, and will assist with the closing:		
<b>Mortgage Company</b> _____		
Loan Officer _____	Email _____	Phone _____
Loan Processor: _____	Email _____	Phone _____
Address _____		
<b>Title Company</b> _____		
Closing Officer _____		
Address _____		
Work Phone _____	Fax _____	
Email _____		



## Section 8 – Real Estate Company Information

Real Estate Agent to be contacted to schedule the HQS Inspection:	
Real Estate Company _____	
Real Estate Agent _____	
Address _____	
Work Phone _____	Cell Phone _____
Email _____	

## Section 9 – Applicant(s) Signatures

By signing this application you swear under penalty of perjury that the information provided is true and correct to the best of your knowledge and belief. You understand that any omissions or discrepancies found at any time may disqualify you from the program(s) and also may require your immediate repayment of any funds spent. You authorize NHCD or AHFC and/or its designated agents to contact any source to solicit and/or verify what is necessary for an eligibility or creditworthiness determination.

_____ Signature of Applicant/Guardian	_____ Date
_____ Signature of Co-Applicant	_____ Date

**WARNING: Title 18, Section 1001 of the U.S. Code states that a person is guilty of a felony for knowingly and willingly making false or fraudulent statements to any department of the United States Government.**



# APPLICATION PACKAGE CHECKLIST

## Down Payment Assistance (DPA)

### Documents Provided by Lender



Neighborhood Housing and Community Development (NHCD)

Austin Housing Finance Corporation (AHFC)

MAILING ADDRESS: P. O. Box 1088 • Austin, Texas 78767

DELIVERY ADDRESS: 1000 E. 11<sup>th</sup> Street, Suite 200

Phone: (512) 974-3100 • Fax (512) 974-3161

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Website: [www.austintexas.gov/empower](http://www.austintexas.gov/empower)



*Complete DPA application packages include all the items listed under both the "Checklist for Lenders" **AND** the "Checklist for Applicants." Only DPA Participating Lenders listed on the City of Austin's website and approved Borrowers with and Approved Lender may submit application packages. Only 100% complete DPA application packages will be accepted for processing.*

- Original DPA Application**, signed by applicant(s)
- Original Affidavit**, completed and signed by applicant(s)
- Original Request for HQS Inspection and Agreement**, completed and signed by applicant(s)
- DPA Buyer/Seller Certification of Purchase**, signed by both parties
- Lender's INITIAL Uniform Loan Application**, signed by applicant(s) and lender
- Complete Credit Report**
- Letter of Explanation and complete paper trail** (canceled checks, lease agreement, loan repayment documents, gift documents, etc.) for all non-payroll related deposits into bank accounts
- Loan Estimate** signed by applicant(s) (if applicable)
- "As Is" Property Appraisal** (all pages) including a copy of unexpired Appraiser license
- Evidence of Underwriter Loan Approval (all calculations should match):**
  - Signed Underwriting Action Sheet/Conditional Approval Checklist
  - 1008 Loan Transmittal
  - Underwriter signed page 3 & 4 of the Final HUD-92900-A Form (if applicable)
  - Borrower & lender signed Interest Rate Lock Agreement
- Participating Lender Agreement** – Loan Officer name and Company Name should match this application





- Title Company accepted Survey**
- Complete copy of Preliminary Title Commitment** reflecting Neighborhood Housing and Community Development (NHCD) as Second Lien Lender
- Complete copy of Tax certificates** reflecting figures that fall in line with Principal + Interest + Taxes + Insurance (PITI) calculations on final Underwriting Documents
- Evidence of Hazard Insurance Coverage** (and flood if applicable) with the following mortgagee clause:  
Neighborhood Housing and Community Development or NHCD  
Attention: DPA Monitoring Department  
PO Box 1088  
Austin TX 78767-1088
- Copy of Executed/Receipted Sales Contract**, signed by both parties
- Proof of Earnest Money Contribution**
- Summary Sheet with MFI, DTI, LTV, PITI, income and asset amounts**
- Real Estate Contract**
- Lead-based Paint Disclosure**, (completed) and executed by borrower(s) receipt of "Protect Your Family from Lead in Your Home" pamphlet (only for homes built before 1978); (Standard DPA only)
- Homebuyer Education Certificate**



# PROGRAM CHECKLIST- Down Payment Assistance (DPA)

## Documents Provided by Applicant



Neighborhood Housing and Community Development (NHCD)

Austin Housing Finance Corporation (AHFC)

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Website: [www.austintexas.gov/empower](http://www.austintexas.gov/empower)



- Application** (original) completed & signed
- Social Security card(s)** for applicant(s)  N/A
- Permanent Residency Card(s) (front & back)** (if applicable)  N/A
- Picture Identification** for applicant(s)  
Texas Driver's license, Texas Permanent ID Card, or Passport
- Last 2 consecutive months paycheck stubs from** all household members, 18+ years old  N/A
- Last quarter's Profit & Loss Statement & two years Tax Returns** (if self-employed)  N/A
- Most Recent 2 Years W-2 Forms or 1099's**  N/A
- Most Recent 2 Years Federal Tax Returns**, complete with all schedules  N/A
- Verification of other income (Check all that apply)**  N/A
  - Social Security Award Letter
  - Disability Award Letter
  - Death Benefits
  - Unemployment
  - Royalties
  - Insurance Payments
  - Child Support or Spousal Support/Alimony
  - Worker's Compensation and Severance Pay
  - Annuity, Retirement, or Pension Payments
  - Trust Income
  - Other: \_\_\_\_\_
- Most Recent 6 Months Checking Account Statements and 6 month Savings** for all accounts for all household members  N/A
- Verification of Assets** for all household members **(Check all that apply)**  N/A
  - Certificates of Deposits (CD)
  - Money Market Account
  - Mutual Funds or Bonds
  - Lottery winnings
  - Capital gains
  - Inheritances
  - Retirement Savings (ex. IRA, 401K, 403B, Keogh)
  - Pension  Annuity
  - Life Insurance (Whole Life or Universal)
  - Victim's restitution Insurance Settlements
  - Real Estate (Other than Primary Residence)
  - Other: \_\_\_\_\_



# AFFIDAVIT

I (We) hereby submit the attached Application, Uniform Residential Loan Application, tax returns, and other furnished documents to be considered for the Neighborhood Housing and Community Development's *Down Payment Assistance Program*. Under penalty of law, I certify the home being purchased is located at:

\_\_\_\_\_, Austin, Texas, Zip \_\_\_\_\_.

The information contained in the submission of the required program-related documents is true and correct. I further certify that:

1. Neither I or the Co-Applicant have owned a home in the last three years
2. I (we) am a U.S. citizen or I (we) have legal permanent resident status
3. The house I (we) am purchasing will be my (our) primary place of residence
4. The house I (we) am purchasing is located within the Full Purpose Austin city limits
5. The following is a list of **all persons (related and unrelated)**, including myself, who will occupy the home after closing:

Name	Age	Relationship	Gross Mo. Income
		SELF	\$
			\$
			\$
			\$
			\$
<b>TOTAL</b>			\$

I (we) understand that:

1. "Standard DPA" is from \$1,000 up to \$14,999 in a 0% (0% APR) interest, deferred, forgivable loan and is in a second lien position. See Program Guidelines for more detailed information. "Shared Equity DPA" is from \$15,000 up to \$40,000 and is in a 0% interest, deferred, forgivable loan. It includes a "Shared Equity" agreement and "City of Austin Right of First Refusal" provision. The DPA loan amount is based on the borrower's demonstrated financial gap.
2. The DPA loan will be due and payable upon early sale, refinancing, home equity loan, lease or transfer of title before the affordability period of 5 years for Standard DPA, or 10 years for Shared Equity DPA. Shared equity is forgivable after 30 years.
3. Households may earn no more than 80% median family income for Austin.
4. DPA loans require a minimum borrower contribution of \$1,000 in Earnest Money.
5. DPA funds will be for: eligible closing costs and pre-paid expenses identified in a signed Good Faith Estimate and reflected in the final HUD1 Settlement statement; and a down payment amount calculated according to the borrower's demonstrated financial gap.
6. The first lien mortgage loan must be a fully amortized, fixed-rate loan of up to 30 years, with an interest rate that does not exceed the prevailing market rates for conforming loans.
7. The DPA second mortgage when combined with the first may not exceed the estimated value of the property including all closing costs.
8. A homebuyer education class and Shared Equity pre-closing meeting (if applicable) must be completed before closing.

\_\_\_\_\_  
Applicant (original signature)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Co-Applicant/ (NPS) (original signature)

\_\_\_\_\_  
Date



**AFFIDAVIT (continued)**

I (we) agree to release whatever information the State Attorney General determines to be publicly available. I (we) agree to allow the City and/or its designee, financial institutions, and other appropriate institutions to share information contained in this file for the purpose of Down Payment Assistance eligibility and related business. I (we) understand that any discrepancy or omissions later found may disqualify me (us). If such a discrepancy or omission is discovered after closing, I (we) understand that any financial assistance provided by the City of Austin may immediately become due and payable.

I (we) read, completed, and executed this Affidavit in connection with the DPA application.

\_\_\_\_\_  
Applicant (original signature)                      Date

**Ethnicity:**

- Hispanic or Latino
- Not Hispanic or Latino

**Race/National Origin:**

- Alaskan Native or American Indian
- Native Hawaiian or Other Pacific Islander
- White
- Asian
- Black or African American
- Multi \_\_\_\_\_

**Gender:**

- Female
- Male

**Has a Disability:**

- No
- Yes (complete the Verification of Disability form)

\_\_\_\_\_  
Co-Applicant/NPS (original signature)                      Date

**Ethnicity:**

- Hispanic or Latino
- Not Hispanic or Latino

**Race/National Origin:**

- Alaskan Native or American Indian
- Native Hawaiian or Other Pacific Islander
- White
- Asian
- Black or African American
- Multi \_\_\_\_\_

**Gender:**

- Female
- Male

**Has a Disability:**

- No
- Yes (complete the Verification of Disability form)

**STATE OF TEXAS**  
**COUNTY OF TRAVIS**

This instrument was acknowledged before me on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by

\_\_\_\_\_.

\_\_\_\_\_

Notary Public, State of Texas

My commission expires: \_\_\_\_\_.



# HOUSING QUALITY STANDARDS/VISITABILITY EXISTING HOME INSPECTION AGREEMENT

We/I, \_\_\_\_\_, as an applicant(s) to Neighborhood Housing and Community Development's "Down Payment Assistance" (DPA) Program hereby agree to and understand the following:

- A Housing Quality Standards (HQS) Inspection defined by the U.S. Department of Housing and Urban Development (HUD) is required of each existing home purchased under the DPA Program. This inspection will be performed by a HQS-certified Inspector.
- This inspection is a requirement of HUD and in **no way** should serve in lieu of a structural inspection of the property. Neighborhood Housing and Community Development (NHCD) encourages the Buyer/Purchaser to obtain a separate inspection or report that addresses the structural integrity of the property.
- I (we) understand that **all utilities must be ON** for the inspection to occur.
- I (we) understand that all repairs identified as necessary through the HQS Inspection must be completed before the date of closing, as a condition of participation in the DPA Program. The repairs may be undertaken through agreements with the Seller, or through other means determined to be acceptable in consultation with NHCD. Follow up inspections will be required to assure that necessary repairs identified in the initial HQS inspection are completed satisfactorily.
- If lead-based paint hazards are found at the time of the HQS inspection, a certified contractor will have to follow HUD's safe work practice methods.
- HQS inspections (by NHCD inspectors only) are paid for by NHCD.

Subject Property: \_\_\_\_\_

\_\_\_\_\_  
Applicant Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Co-Applicant/NPS Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Seller Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Seller Signature

\_\_\_\_\_  
Date

**\*\* ALL DOCUMENTS WITH ORIGINAL SIGNATURES MUST BE SUBMITTED PRIOR TO APPROVAL \*\***



EQUAL HOUSING  
OPPORTUNITY

# BUYERS/SELLERS CERTIFICATION OF PURCHASE

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

Property Being Sold: \_\_\_\_\_

Owner(s)/Seller(s): \_\_\_\_\_

Buyer(s): \_\_\_\_\_

Dear Owner(s)/Seller(s):

The property referenced above is believed to be owned by you is being considered for purchase. Because Federal funds, in the form of downpayment and closing cost assistance to the Buyer(s), may be used in the purchase of your property, we are required to disclose the following information by the U. S. Department of Housing and Urban Development (HUD) in accordance with the Uniform Relocation Assistance and Real Property Acquisition Policies Act as amended (URA), Section 24.101(b) (2):

1. The proposed sale is **voluntary**. In the event negotiations fail to result in an agreement, the property will not be acquired by either voluntary purchase or eminent domain.
2. The fair market value of the property is estimated to be \$\_\_\_\_\_. However, since this transaction is voluntary, current or future negotiations may result in a different price that may be the same, higher or lower than this amount.

An owner-occupant who sells his or her property under these terms does not qualify as a displaced person for relocation payments. Additionally, any person who occupies the property for the purpose of obtaining assistance under the URA does not qualify as a displaced person. However, tenant-occupants displaced as a result of a voluntary acquisition may be entitled to URA relocation assistance and must be informed in writing as soon as feasible.

In accordance with HUD requirements, if the information provided above is disclosed after an option to purchase or contract has been executed between the Buyer(s) and the Seller(s), the Seller(s) must be provided the opportunity to withdraw from the agreement.

Any title deficiencies, liens, or encumbrances on the property must be cleared **prior to** any closing. Generally, this is a cost that is borne by the Seller(s) of the property; however, payment of these costs may be negotiated between the Buyer(s) and Seller(s). **No federal funds can be used to pay these costs.**

Should you have any questions, please feel free to contact (lender's name) \_\_\_\_\_

at telephone number \_\_\_\_\_.

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**\*\* ONLY APPLICATIONS WITH ORIGINAL SIGNATURES WILL BE ACCEPTED\*\***

\_\_\_\_\_  
Buyer(s) Date

\_\_\_\_\_  
Buyer(s) Date

\_\_\_\_\_  
Seller(s) Date

\_\_\_\_\_  
Seller(s) Date

**WARNING: Title 18, Section 1001 of the U.S. Code states that a person is guilty of a felony for knowingly and willingly making false or fraudulent statements to any department of the United States Government.**





**We Do Business in Accordance With  
Federal Fair Lending Laws**

**UNDER THE FEDERAL FAIR HOUSING ACT, IT IS ILLEGAL, ON THE BASIS OF RACE, COLOR, NATIONAL ORIGIN, RELIGION, SEX, HANDICAP, OR FAMILIAL STATUS (HAVING CHILDREN UNDER THE AGE OF 18), TO:**

- Deny a loan for the purpose of purchasing, constructing, improving, repairing or maintaining a dwelling, or deny any loan secured by a dwelling; or
- Discriminate in fixing the amount, interest rate, duration, application procedures or other terms or conditions of such a loan, or in appraising property

**IF YOU BELIEVE YOU HAVE BEEN DISCRIMINATED AGAINST, YOU SHOULD SEND A COMPLAINT TO:**

Assistant Secretary for Fair Housing and Equal Opportunity  
Department of Housing & Urban Development  
Washington, DC 20410  
For processing under the Federal Fair Housing Act

and to:

Division of Compliance and Consumer Affairs  
Federal Deposit Insurance Corporation  
Washington, DC 20429-9990  
For processing under FDIC regulations

**UNDER THE EQUAL CREDIT OPPORTUNITY ACT, IT IS ILLEGAL TO DISCRIMINATE IN ANY CREDIT TRANSACTION:**

- On the basis of race, color, national origin, religion, sex, marital status, or age,
- Because income is from public assistance, or
- Because a right was exercised under the Consumer Credit Protection Act

**IF YOU BELIEVE YOU HAVE BEEN DISCRIMINATED AGAINST, YOU SHOULD SEND A COMPLAINT TO:**

Division of Compliance and Consumer Affairs  
Federal Deposit Insurance Corporation  
Washington, DC 20429-9990

\_\_\_\_\_  
Applicant Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Co-Applicant Signature

\_\_\_\_\_  
Date



# HOME Program Eligibility Release Form

Organization requesting release of information (PJ name, address, telephone, and date)

**Purpose:** Your signature on this HOME Program Eligibility Release Form, and the signatures of each member of your household who is 18 years of age or older, authorizes the above-named organization to obtain information from a third party relative to your eligibility and continued participation in the:

- HOME TBRA Program HOME
- Homebuyer Program
- HOME Rental Rehabilitation Program HOME
- Homeowner Rehabilitation Program

**Privacy Act Notice Statement:** The Department of Housing and Urban Development (HUD) is requiring the collection of the information derived from this form to determine an applicant's eligibility in a HOME Program and the amount of assistance necessary using HOME funds. This information will be used to establish level of benefit on the HOME Program; to protect the Government's financial interest; and to verify the accuracy of the information furnished. It may be released to appropriate Federal, state, and local agencies when relevant to civil, criminal, or regulatory investigators, and to prosecutors. Failure to provide any information may result in a delay or rejection of your eligibility approval. The Department is authorized to ask for this information by the National Affordable Housing Act of 1990.

**Instructions:** Each adult member of the household must sign a HOME Program Eligibility Release Form prior to the receipt of benefit and on an annual basis to establish continued eligibility. Additional signatures must be obtained from new adult members whenever they join the household or whenever members of the household become 18 years of age.

**NOTE:** THIS GENERAL CONSENT MAY NOT BE USED TO REQUEST A COPY OF A TAX RETURN. IF A COPY OF A TAX RETURN IS NEEDED, IRS FORM 4506, "REQUEST FOR COPY OF TAX FORM" MUST BE PREPARED AND SIGNED SEPARATELY.

**Information Covered:** Inquiries may be made about items initiated by applicant/tenant.

	Initials	Initials
Income (all sources)		
Assets (all sources)		
Child Care Expense		
Handicap Assistance Expense (if applicable)		
Medical Expense (if applicable)		
Other (list)		
Dependent Deduction <input type="checkbox"/> Full-Time Student <input type="checkbox"/> Handicap/Disabled Family Member <input type="checkbox"/> Minor Children		

**Authorization:** I authorize the above-named HOME Participating Jurisdiction and HUD to obtain information about me and my household that is pertinent to eligibility for participation in the HOME Program.

I acknowledge that:

- (1) A photocopy of this form is as valid as the original.
- (2) I have the right to review the file and the information received using this form (with a person of my choosing to accompany me).
- (3) I have the right to copy information from this file and to request correction of information I believe inaccurate.
- (4) All adult household members will sign this form and cooperate with the owner in this process.

Head of Household—Signature, Printed Name, and Date: Family Member HEAD

Other Adult Member of the Household—Signature, Printed Name, and Date: Family Member #2

Other Adult Member of the Household—Signature, Printed Name, and Date: Family Member #3

Other Adult Member of the Household—Signature, Printed Name, and Date: Family Member #4

