

Home Buy the American Dream Borrower's Affidavit

Borrower Name: _____ **Co-Borrower Name:** _____

Property Address: _____

A. Attest Statement

1. I/We has applied for a mortgage loan from _____, (Lender) its successors and assigns or agents. I/We have also applied for funding from (circle all that apply): City of Madison, Realtor's Association of South Central Wisconsin, Movin' Out, Down Payment Plus or other sources (list): _____. In applying for the loan(s)/funding, I/We completed a loan application containing various information on the purpose of the loan(s)/funding, the amount and source of the down payment, employment and income information, and assets and liabilities. I/We certify that all of the information is true and complete. I/We made no misrepresentations in the loan/funding application or other documents, nor did I/We omit any pertinent information.
2. I/We fully understand that it is a Federal crime punishable by fine or imprisonment, or both, to knowingly make any false statements when applying for these mortgage loans/funding, as applicable under the provision of Title 18, United States Code, Section 1014.

B. Household Income and Residents

List all persons intending to occupy the residence regardless of relationship, age or income. List the gross annual income from all sources for each person intending to occupy the residence. Household gross annual income includes total income from all sources including, but not limited to: wages, interest, dividends, commissions, payments from annuities, retirement plans, social security, and any other source of income. Exclusions from annual income are one-time lump sum payments, such as inheritances, capital gains or insurance settlements. Please attach an additional page if there are more than 7 people in your household.

Household Names	Age	Relationship to Borrower	Gross Annual Income

Total Number of Residents _____

Total Household Income \$ _____

C. Beneficiary Information

Borrower

Race/National Origin:

- ☐ White/Caucasian
☐ Black/African American
☐ Black/African American & White/Caucasian
☐ Native Hawaiian/Other Pacific Islander
☐ Asian
☐ Asian & White/Caucasian
☐ American Indian/Alaskan Native
☐ Am. Indian/Alaskan Native & Black/African American
☐ Am. Indian/Alaskan Native & White/Caucasian
☐ Other : _____

Other: ☐ **Hispanic** ☐ **Disabled**
☐ **Elderly (62+)**

Co-Borrower

Race/National Origin:

- ☐ White/Caucasian
☐ Black/African American
☐ Black/African American & White/Caucasian
☐ Native Hawaiian/Other Pacific Islander
☐ Asian
☐ Asian & White/Caucasian
☐ American Indian/Alaskan Native
☐ Am. Indian/Alaskan Native & Black/African American
☐ Am. Indian/Alaskan Native & White/Caucasian
☐ Other : _____

Other: ☐ **Hispanic** ☐ **Disabled**
☐ **Elderly (62+)**

Are all residents that will occupy the property documented US Citizens or Permanent Resident Aliens: ☐ **Yes** ☐ **No**

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D. Basic Affirmations

1. The total purchase price as listed on the accepted Offer to Purchase does not include the sale of any personal property. The accepted Offer to Purchase is the only contract between the seller of the property and My/Ourselves, no side deals, other terms, conditions, understandings or agreements between the seller and My/Ourselves exist unless stated on the Offer to Purchase. This property is not being obtained by eminent domain.
2. I/We will occupy as my principal full-time residence within 60 days after the closing of the loan. I/We will not use the property as a recreational or vacation home, or rent the property to any other person.
3. I/We understand that I/We have a continuing obligation to amend and/or supplement the information provided herein if any of the representations I/We have made should change prior to closing, and that the representations made herein shall survive the closing of the loan.
4. I/We certify that I/We have not had an ownership interest in any principal residence during the three-year period preceding the date of this affidavit or I am single parent.
5. I/We have provided true copies of last year's income tax and return and income statements (including wages, interest income, self-employment income, SSI or SSDI, retirement or pension income, etc.).

E. For married applicants only

I/We understand the following:

Notice for Married Applicants: No provision of any marital property agreement, statutory individual property classification agreement ("opt-out" agreement) under Section 766.587 of the Wis. Statutes, unilateral statement under Section 766.59 of the Wis. Statutes, or court order under Section 766.70 of the Wis. Statutes adversely affects the interest of the creditor unless the creditor is furnished with a copy of the agreement, statement, or order or has actual knowledge of the adverse provision when the obligation to the creditor is incurred.

Notice to Non-applicant Spouse: If the credit applied for is subject to the Wisconsin Consumer act and is individual credit, or joint credit with an applicant who is not your spouse, the creditor is required by Section 766.56(3)(b) of the Wisconsin Statutes to notify your spouse of the extension of credit.

F. Receipt of Information

1. **For Public funds,** I/We have received a copy of the booklet Protect Your Family from Lead in Your Home (not applicable for properties built after 1978).
2. **Notice regarding lobbying ordinance:** If you are seeking approval of a development that has over 40,000 gross square feet of non-residential space, or a residential development of over 10 dwelling units, or if you are seeking assistance from the City with a value of over \$10,000 (this includes grants, loans, TIF or similar assistance), then you likely are subject to Madison's lobbying ordinance, sec. 2.40, MGO. You are required to register and report your lobbying. Please consult the City Clerk for more information. Failure to comply with the lobbying ordinance may result in fines of \$1,000 to \$5,000.

G. Loan Terms

1. I/We understands that I/We will be required to sign a promissory note(s) and mortgage(s). I/ we will be responsible for recording fees and any fees charged by the title company for closing these loans.
2. I/We understand that the loan may be due and payable when the property is sold, refinanced, transferred, or no longer the principal residence of the borrower(s). I/We will comply with all Statues and Regulations set forth in 24 CFR 92.254 which stipulates period of affordability for a minimum of 5 years.
3. I/We understand that the loans have a repayment of the original loan amount plus a proportional share of appreciation based on the percentage of assistance provided.

For the purpose of applying for a down payment assistance loan(s)/funding, the undersigned certifies that all of the above statements and information are true.

Borrower's Signature/Date

Co-Borrower's Signature/Date

Subscribed and Sworn to before me on this _____ day of _____, 20____.

Notary Public, State of Wisconsin

My Commission Expires _____