

BORROWER'S AUTHORIZATION

Borrower Name: _____

Co-Borrower Name: _____

Property Address: _____

I/We have applied for a mortgage loan from:

_____ (Lender) its successors and/or assigns.

I/We have applied for down payment/closing cost assistance from:

☐ Down Payment Plus

☐ Home Start

☐ Other (list) _____

As part of the application process, City of Madison and/or their assigns may verify information contained in my/our loan application and in other documents required in connection with the loan request, either before the loan is closed or as part of its quality control program after closing.

1. I/We authorize my lender's staff to provide City of Madison, and/or assigns any and all information and documentation that the request. Such information includes, but is not limited to: employment history and income; disability payments, social security, pension, and retirement funds verification; bank verification, money market, stocks, bonds, and similar account verification; credit history; copies of income tax returns; and any other information deemed necessary in connection with a consumer credit or a real estate transaction.
2. Lender, Verification Agents and/or assigns that purchase the mortgage(s) may address this authorization to any party named in the loan application or disclosed by any consumer credit reporting agency or similar source.
3. A copy of this authorization may be accepted as an original.
4. City of Madison will promptly reply to Lender, Verification Agents and/or assigns that purchased the mortgage(s).

NOTICE TO BORROWERS: This notice to you is required by the Right to Financial Privacy Act of 1978. The Department of Housing and Urban Development, State of Wisconsin and City of Madison has a right of access to financial records held by financial institutions in connection with the consideration or administration of assistance to you. Financial records involving your transaction will be available to City of Madison, State of Wisconsin, HUD and any other party doing audit on their behalf without further notice or authorization but will not be disclosed or released by this institution to another government agency without your consent except as required by law.

BORROWER'S AUTHORIZATION FOR COUNSELING

If I fail to make any mortgage payment as agreed, I understand that the Servicer of my mortgage loan may refer me to a third-party counseling organization or a mortgage insurer that will advise me about finding ways to meet my mortgage obligation. I hereby authorize the Servicer to release certain information related to the Servicer's own experience with me to such third-party counseling organization or mortgage insurer and request that the counseling party contact me.

I further hereby authorize the third-party counseling organization or mortgage insurer to make a recommendation about appropriate action to take with regard to my mortgage loan, which recommendation may assist the Servicer in determining whether to restructure my loan or to offer other services that could preserve my long-term homeownership.

PRIVACY ACT NOTICE

The information obtained by the Lender, Verification Agents, and/or assigns will determine program eligibility in the Program(s) under the Program(s) standards. The information will not be disclosed outside the Lender, Verification Agent, and/or assigns without your consent except to the person or company verifying the information including, but not limited to, your employer, bank, lender, and any other credit reference as needed to verify other credit information and as permitted by law. You do not have to give us this information, but if you do not your application may be delayed or rejected

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 \$** _____

Beneficiary Information

Borrower Race		Co-Borrower Race	
	White/Caucasian		White/Caucasian
	Black/African American		Black/African American
	Black/African American & White/Caucasian		Black/African American & White/Caucasian
	Native Hawaiian/Other Pacific Islander		Native Hawaiian/Other Pacific Islander
	Asian		Asian
	Asian & White/Caucasian		Asian & White/Caucasian
	American Indian/Alaskan Native		American Indian/Alaskan Native
	Am. Indian/Alaskan Native & Black/African American		Am. Indian/Alaskan Native & Black/African American
	Am. Indian/Alaskan Native & White/Caucasian		Am. Indian/Alaskan Native & White/Caucasian
	Other Multi-racial		Other Multi-racial

Borrower Race		Co-Borrower Race	
	DEMOGRAPHIC/ETHNIC DATA (CHECK ALL THAT APPLY)		DEMOGRAPHIC/ETHNIC DATA (CHECK ALL THAT APPLY)
	Hispanic		Hispanic
	Disabled		Disabled
	Elderly (62+)		Elderly (62+)

Are all residents that will occupy the property documented US Citizens or Permanent Resident Aliens?

☐ YES ☐ NO

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 with a dependent child.
5. I/We have provided true copies of last year's income tax return and income statements (including wages, interest income, self-employment income, SSI or SSDI, retirement or pension income, etc).

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.

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. **Subordination and Appeal Policies,** I/We have reviewed the City of Madison's subordination policy and appeal policy for residential mortgage loans. Information is found at www.cityofmadison.com/homeloans
3. **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.

Loan Terms

1. I/We understand(s) 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) under the terms of the promissory note.
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.

Conflict of Interest

Do you have “Family”¹ or business ties to any of the following “Covered Persons”²?

If **yes**, disclose the nature of the relationship.

NAMES OF COVERED PERSONS	RELATIONSHIP	NAMES OF COVERED PERSONS	RELATIONSHIP
Syed Abbas		Barbara Harrington-McKinney	
Brian Benford		Charles Myadze	
Juliana R. Bennett		Jim O’Keefe	
Jennifer H. Campbell		Erik Paulson	
Sheri Carter		Matthew J. Phair	
Yannette Figueroa Cole		Linette Rhodes	
Nikki Conklin		Mayor Satya Rhodes-Conway	
Jael Currie		Bill Tishler	
Ousman Darboe		Ben M. Van Pelt	
Tag Evers		Michael Verveer	
Grant Foster		Regina M. Vidaver	
Keith Furman		Chelsea Volden-Stammen	
Terri Goldbin		Nasra Wehelie	
Gary Halverson			
Patrick Heck			
Angela Jones			
Maria Davila-Martinez			

¹ “Family” includes:

- Spouse
- Fiancée / Fiancé
- Children and Children-in-Law
- Brothers and Brothers-in-Law
- Sisters and Sisters-in-Law
- Parents and Parents-in-Law

- Anyone who receives more than 50% of his or her support from the covered person (e.g., adopted child, foster child)
- Domestic partner

²“Covered Persons” includes any persons who are employees, agents, consultants, officers, or elected or appointed officials, of the grantee who exercise, or have exercised, any functions or responsibilities with respect to the Home-Buy the American Dream activities, or who are in positions to participate in decision-making processes or gain inside information with regard to housing activities, either for themselves or those with whom they have family or business ties, during their tenure in the position for one year thereafter.

MGO 3.35(5)(e) Disclosure Statement

Are any of the Borrowers a City employee, elected City official, City board or committee member or an immediate family member of the aforementioned? “Immediate family” member of a City employee, official or board/committee member means a spouse, a registered domestic partner, or a relative by marriage, adoption or lineal descent who receives more than one-half of his or her support from the City employee, official or board/committee member.

_____ Yes _____ No

If answered ‘Yes’ above, Borrowers will be required to provide written disclosure of the nature and extent of the relationship or interest to the Common Council and the Director of the Department of Planning and Community and Economic Development prior to loan approval.

Attest Statement

For the purpose of applying for a down payment assistance loan(s), the undersigned certifies that all of the above statements and information are true. The City of Madison is required that we make you aware of certain facts and collect information from you. Consequently, we require that you complete this information and submit this sworn affidavit to our office prior to approving your loan. You should read this statement carefully; making a false statement under oath may subject you to criminal penalties. The undersigned understands 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 as applicable under the provision of Title 18, United States Code, Section 1014.

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 _____