

Directions: This Checklist is to be submitted on top of the Pre-Closing Package. It is important that the documents are scanned in the order of this document when uploaded into VirPack. Upload as Document Type “Pre-Closing Package”, Upload the Appraisal, then select “Process” to submit the files to VirPack.

HOMEOWNERSHIP PROGRAMS DIVISION	
PRIMARY BORROWER'S NAME	CO-BORROWERS NAME
PURCHASE ___ PURCH & IMPR ___ HOMESTYLE ___ MCC ___ PHIF ___	CONVENTIONAL ___ FHA ___ RD ___ VA ___ (Select Financing)
LENDER NAME: _____	CONTACT NAME: _____
Telephone: _____	Email Address: _____
A. PRE-CLOSING DOCUMENTS (place a check in the column as it applies)	
1. Preliminary Package (Form 1) submitted YES - Provide copy of PHFA approval NO	17. Copy of Fannie Mae Community Seconds Checklist (FM 0109) if applicable (Conv)
2. Modification Funds Request (Form 62) with complete contract, plans and specs (if applicable)	18. PHFA Form 5 - Affordable Housing Assistance Program Checklist if app. (all loan types with subordinate seconds except PHFA seconds)
3. Automated Underwriting Findings Report	19. Verification of Employment (FULL VOE or verbal w/ current pay stubs showing YTD earnings and 2 yrs of W2's)
4. Proof of loan insurance/guarantee a. Signed FHA Loan Underwriting and Transmittal Summary (HUD 92900-LT) or Firm Commitment: FHA b. Signed Loan Analysis (VA 26-6393): VA c. Signed Conditional Commitment: RD d. Private Mortgage Insurance Certificate: Conv e. 203(k) Maximum Mortgage Worksheet (92700 203k) f. 203(K) Borrower's Acknowledgment (HUD 92700(A)) g. Request for Single Family Housing Loan Guaranty, RD Form 3555-21	20. Self-Employed Borrowers Fannie Mae Form 1084 - Cash Flow Analysis (Conv)
5. FNMA Transmittal Summary (FNMA Form 1008 11/92): Conventional and RD	21. Divorce Decree/Agreement of Child Support/Spousal Support (if applicable)
6. Signed & Dated initial Uniform Residential Loan • Include copy of cleaned up 1003 used to run the AUS report. Application (FNMA Form 1003 10/92) and HUD/VA Addendum(s) (HUD 92900-A/VA 26-1802a) if applicable	22. Co-signer Documentation a. Uniform Residential Loan Application b. Residential Mortgage Credit Report c. Verification of Employment
7. Verification the LDP and GSA lists have been searched for all parties (FHA/VA/RD)	23. Executed Agreement of Sale/Construction Contract a. FHA/VA Amendatory Language of Agreement of Sale b. FHA Real Estate Certification (if applicable) c. Deed, Settlement Sheet or Agreement of Sale for Land d. Copy of Purchase & Improvement/Access Modification Program Acknowledgement (Form 48)
8. Veteran's Certificate of Eligibility (VA 26-1870, 26-8320 or 26-8320-1): VA	24. Condominium Approval documentation (HFA) Select & Provide applicable documentation from list. a. Copy of lenders unexpired CPM Certification b. Copy of Fannie Mae approved projected list from their website for PERS review c. Copy of signed warranty statement for lender full reviews
9. Verification of VA Benefit-Related Indebtedness (VA 26-8937): VA (if applicable)	25. Applicable Appraisal Report NOTE: Original electronic Appraisal (only) to be a separate upload into VirPack a. UCDP Submission Summary Report (Conv Loans) b. Provide a copy of FHA's "successful" EAD notification c. Conditional Commitment/Statement of Appraised Value (HUD 92800.5B) d. Certificate of Reasonable Value (VA 26-1843) or Notification of Reasonable Value e. Housing Quality Standards Questionnaire: HOMEstead (HS-Appendix 5)
10. Copy of completed/signed Counseling Checklist for Military Homebuyers VA Form 26-0592 (only required for active military homebuyers)	
11. Residential Mortgage Credit Report with Credit Score or 3 merged reports with Credit Score	
12. Informed Consumer Choice Disclosure Notice FHA (if applicable)	
13. Signed & Dated Important Notice to Homebuyers: FHA	
14. Credit Score Information Disclosure	
15. Verification of Deposit or 2 full months current bank statements	
16. Gift Affidavit (if applicable)	

* If borrower/co-borrower is a PHFA employee, you can now submit the package through VirPack.

26. HomeStyle Approval documentation a. Lien Waiver (FNMA Form 3739) b. Construction Loan Agreement (FNMA Form 3735) c. Maximum Mortgage Worksheet (FNMA Form 1035) d. Consumer Tips (FNMA Form 1204) e. Final Estimates/Bids f. Contractor Profile Report (FNMA Form 1202)	B. PHFA DOCUMENTS (As required by Program)	
	1. Mortgagors Affidavit: Form 3 (not needed for K-Gov or FNMA w/out MCC) a. Applicable Addendums Pg.7 b. Seller's Affidavit Pg. 6 (if available at underwriting)	2. Copy of LE for Advantage and any revisions w/ change of circumstance if applicable.
27. Life of Loan Flood Determination a. Copy of FEMA Elevation Certificate with photographs b. Copy of application of flood insurance, along with quote of a full NFIP premium rate.	3. Verification of Counseling based upon loan program being requested (if available at underwriting)	4. FNMA Form 1017 for pre-purchase counseling prior to executing AOS (HFA programs only)
	28. Wood Destroying Insect Report and any additional items to satisfy issues on cert.	5. Notice to Sellers: HOMEstead (HS-Appendix 7)
29. Copy of Loan Estimate a. Copy of any revisions w/change of circumstance letter, if applicable b. Copy of the list of service providers shopped for, if applicable	7. Borrowers Signature Authorization to Release Information Section 8 Housing Homeownership Assistance Program(Form 66)	8. Homestead Needs Assessment (HS Appendix - 3)
	30. Provide copy of "intent to proceed"	
31. Copy of the list of HUD approved Homeownership Counseling Organizations (per RESPA) provided to the borrower		
32. Completed and signed IRS Form 4506T from application (provide copies of 3 years of tax transcripts for MCC program and 2 years for all other loans if available)		
33. Provide a signed acknowledgement that the borrower(s) have received a copy of the Know Before You Owe, Your Home Loan Toolkit booklet		

* If borrower/co-borrower is a PHFA employee, you can now submit the package through VirPack.

**PENNSYLVANIA HOUSING FINANCE AGENCY
MORTGAGOR'S AFFIDAVIT OF ELIGIBILITY AND ACKNOWLEDGMENT OF PROGRAM
REQUIREMENTS FOR KEYSTONE HOME LOAN, HOMESTEAD AND
MORTGAGE CREDIT CERTIFICATE PROGRAMS**

To be completed and signed by the Applicant(s) at application and reaffirmed at closing (or conversion in the case of C/P loans). The Seller's Affidavit is to be completed and signed by the seller(s) at or before closing.

INSTRUCTIONS

The Pennsylvania Housing Finance Agency ("PHFA" or the "Agency") uses the funds from tax exempt bonds to finance Mortgage Loans or issue mortgage credit certificates ("MCCs"). This affidavit is intended to satisfy the requirements of the Federal Mortgage Subsidy Bond Tax Act of 1980, Section 25 of the Internal Revenue Code of 1986, as amended and Section 143 of the Internal Revenue Code of 1986, as amended, and/or regulations promulgated pursuant thereto by the U.S. Department of the Treasury. Please read this form carefully to be sure the information is correct and complete before signing. All questions must be answered and all blanks completed. Some parts of this form may not be applicable to your loan. If this is the case, write "N/A" on the appropriate line. Completion of your loan application and this document does not entitle nor ensure that you will be granted a mortgage loan or MCC.

I/We [print name(s)]: _____ do hereby attest that I/we and the property being purchased meet the following program requirements:

RESIDENCE/PROPERTY REQUIREMENTS

- The residence located at _____ is a single family residence located in Pennsylvania and I/we will occupy the residence as a principal residence (not as a second or vacation home) within 60 days of the loan closing or the MCC being issued (the "Residence"). I/we will notify PHFA if the Residence ceases to be my/our principal Residence.
- Except for half of a duplex, rental of any portion of the property is not allowed as long as the mortgage loan or MCC is outstanding and no more than 15% of the total area of the home can be used in a trade or business.
- All of the land upon which the Residence is located is reasonably necessary to maintain the basic livability of the home and will not provide, other than incidentally, a source of income. I/we have no intention of subdividing such land or otherwise selling it apart from the home. The lot size does not exceed four (4) acres unless the septic and/or zoning considerations require additional acreage. Maximum lot size will not exceed ten (10) acres.
- Current federal tax law may require a payment to the federal government of a "recapture tax" due upon the sale, transfer or other disposition of your home. For additional information, refer to PHFA Form 4, the Recapture Tax Notice. You may also consult your tax advisor or local IRS office for further information. **PHFA agrees to reimburse you if you ever have to pay a recapture tax in connection with the sale of your home.**

FIRST-TIME HOMEBUYER REQUIREMENT *(This section does not apply if you are a qualified veteran or are purchasing a home in a Targeted Area.)*

I/we nor anyone who intends to occupy the Residence within 12 months from closing has had an ownership interest in any principal residence during the three years immediately prior to the closing of the mortgage loan or issuance of the MCC for which application has been made (or, if applying under the HOMEstead Program, any residence other than a property owned in connection with a business that is the primary source of income). **Note:** An "ownership interest" means all forms of ownership including a joint tenancy, a tenancy in common, a tenancy by the entirety, a community property interest, the interest of a tenant-shareholder in a cooperative, a life estate, or a purchase contract in excess of 2 years duration during which time you have the right to possession of the property although legal title to the property is not to be transferred until sometime later. A "present ownership interest" does not include a lease (with or without a purchase option), a purchase contract without the right to possession or of less

than 2 years duration, a remainder interest, an ownership interest in a manufactured home that is not permanently fixed to real property, or an ownership interest in a home that is not a principal residence (e.g. a vacation home, time share or rental property).

INCOME LIMIT

The gross annual household income from all sources of all persons over age 18 (except for dependent full-time undergraduate students) intending or expected to reside in the home within 12 months from closing is

\$ _____.

Do any adult household members receive child support? Yes No

If yes, it must be included in the annual income figure listed above, along with all other sources of income including those listed in the paragraph below.

The gross annual household income listed above may not exceed the income limit established by the federal government for the county in which the Residence is located, under the applicable PHFA home loan program. **ALL SOURCES OF INCOME MUST BE DISCLOSED, INCLUDING ANY KNOWN INCREASES IN INCOME TO OCCUR WITHIN THE NEXT YEAR. THIS INCLUDES, BUT IS NOT LIMITED TO: GROSS BASE PAY, OVERTIME, PART-TIME INCOME, BONUSES, DIVIDENDS, DISABILITY INCOME, INTEREST, PENSION, NET RENTAL INCOME, ALIMONY, CHILD SUPPORT, PUBLIC ASSISTANCE, SELF-EMPLOYMENT INCOME, SOCIAL SECURITY, UNEMPLOYMENT COMPENSATION, TRUST INCOME, WORKERS' COMPENSATION, ETC. DO NOT SIMPLY LIST THE PREVIOUS CALENDAR YEAR INCOME.**

I/we certify that the number of persons including children expected to live in my/our household during the next 12 months is _____.

If the above number includes an unborn child, attach a copy of the "Certification of Pregnancy" Addendum to this Affidavit, completed and signed by a physician. (An unborn child may not be used to increase the applicable income limit under the HOMEstead Program.)

List the name(s) of other adult household members included in this total who are not listed on the mortgage application (include separate page if necessary):

_____, _____, _____

The Lender will make final income calculations based upon the receipt of income verifications. The applicant is required to disclose any changes to the income after application at or prior to closing. **If your total annual gross income is above the applicable income limit either at the time of loan application, lender verification, or loan closing, you will not be eligible for a mortgage loan under this program.**

PURCHASE PRICE LIMIT

The Total Acquisition Cost may not exceed the PHFA's Maximum Purchase Price limit under the applicable home loan program for the county in which the home being purchased is located. The Total Acquisition Cost includes the amount paid, in cash or in kind, by the Applicant or any other person to or for the benefit of the Seller or Borrower (or a related party) for the land and Residence (excluding any personal property which is not a fixture), as well as the additional cost for fixtures. If the residence is incomplete or unfinished or is to be rehabilitated, include the additional costs of completing or rehabilitating the residence not to be paid to the Seller. If the residence is purchased subject to a ground rent, then include the capitalized value of the ground rent. The cost of land owned by Borrower less than two years prior to commencement of construction of the residence thereon must also be included. Use the purchase price of said land. However, if the transaction is not arm's length (e.g. father to son or employer to employee), the appraised value, NOT the purchase price, of the Residence is used to determine Maximum Purchase Price eligibility and the appraised value cannot exceed the Maximum Purchase Price limit.

The sales price and the total acquisition cost need not be the same amount. The acquisition cost of a residence does not include (1) usual and reasonable settlement and financing costs or (2) the value of services performed by the Borrower or members of his family (which include the Borrower’s parents, brothers and sisters (whether by whole or half blood), spouse, ancestors and lineal descendants) in completing or rehabilitating the residence (i.e. "sweat equity"). Settlement and financing costs that exceed the usual and reasonable costs which otherwise would be paid must be included in the acquisition cost. The acquisition cost does not include the cost of land owned by the Borrower for two years or more prior to the date on which construction of the residence begins. PHFA has information available concerning what constitutes a fixture or personal property under state law. The acquisition cost of the land and residence to be acquired by the Buyer from the Seller is computed as follows:

- a) Amount paid, in cash or in kind, by the Applicant or any other person to or for the benefit of the Seller (or a related party) for the land and Residence (excluding any personal property which is not a fixture)..... \$ _____
- b) Amount paid for fixtures (if not included in (a) above)..... \$ _____
- c) Amount paid, in cash or in kind, by the Applicant or any other person to or for the benefit of the Applicant to the seller..... \$ _____
- d) If the Residence is purchased subject to a ground rent, the capitalized value of the ground rent (annual ground rent divided by 5%)..... \$ _____
- e) Cost of land owned by Buyer less than 2 years prior to commencement of construction of Residence thereon..... \$ _____
- f) If the Residence is incomplete, the estimated cost of completing it..... \$ _____
- g) TOTAL ACQUISITION COST..... \$ _____

NEW MORTGAGE REQUIREMENT

I/we certify that no part of the proceeds of the Mortgage Loan will be used directly or indirectly to repay an existing loan made in connection with the Residence, except construction loans, bridge loans or similar temporary initial financing having a term of 24 months or less.

PARTICULAR LENDER, INTEREST PAID, AND PROHIBITED MORTGAGES (MCCs Only)

I/we were not required to seek financing for the purchase of the Residence through a particular lender.

I/we certify that a related person does not have, and is not expected to have, an interest as a creditor in the certified indebtedness as listed on the MCC.

I/we certify that no portion of the loan obtained in connection with the MCC is funded through the proceeds of a qualified mortgage bond or a qualified veterans' mortgage bond.

BORROWER’S AUTHORIZATION

I/we hereby authorize PHFA and its agents or designees to verify past and present employment, earning records, bank accounts, stock holdings, and any other asset balances that are needed to process the mortgage loan application. I/we also authorize the obtaining of consumer credit reports and the verification of other credit information, including past and present mortgage and landlord references, and further grant permission to PHFA and its agents or designees to verify the statements made herein.

CERTIFICATION/VERIFICATION

I/we understand and acknowledge that this affidavit is being made under penalties of perjury and that if I/we have made any fraudulent statements, misstatements due to negligence or material misstatements in the representations contained in any part of this document, or failed to state any of the information requested, the following may occur:

1. I/we could be imprisoned for up to 30 years pursuant to Section 1014 of Title 18 of the United States Code.
2. The Office of the Attorney General of the Commonwealth may be contacted for investigation regarding perjury, misrepresentation and false swearing.
3. The outstanding principal balance of the loan, if financed by mortgage revenue bonds, will be immediately due and payable together with accrued interest and foreclosure costs, legal fees and applicable expenses. All application fees and other costs and/or charges paid in connection with the application will be nonrefundable.
4. If applicable, PHFA will revoke the MCC.
5. If applicable, I/we will be subject to a \$10,000 penalty under section 6709 of the Internal Revenue Code in addition to the other monetary penalties permissible under Section 6709(a) of the Internal Revenue Code.
6. I/we may be subject to criminal penalties.

Signature of Borrower

Date

Signature of Co-Borrower

Date

LENDER CERTIFICATION

I have explained the contents of this Affidavit to the person(s) whose name(s) appear above, and I have no reason to believe that said person(s) made any misstatements or omissions in the warranties and representations required to be made herein.

Signature of Representative

Date

Printed Name of Lender/Broker Representative

Name of Originating Lender/Broker Company

ADDENDA TO PHFA MORTGAGOR'S AFFIDAVIT

(Complete applicable section(s) at time of application.)

ADDENDUM A: FHA "NOTICE TO BUYERS"

(To be used in connection with all FHA-Insured Loans)

Dear Homebuyer:

Your home purchase is being financed with a mortgage made available with the assistance of the Pennsylvania Housing Finance Agency ("PHFA"). This mortgage is made at an interest rate below what is usually being charged. Because of this, your mortgage provides that you cannot sell your home to a person ineligible for assistance from PHFA, unless you pay your loan in full. If you sell your home to a party who intends to assume your mortgage and that party is ineligible for a PHFA mortgage, PHFA may demand immediate full repayment of the loan. This could result in foreclosure of your mortgage and repossession of the property. In addition, if you rent the property or committed fraud or intentionally misrepresented yourself when you applied for the loan, the lender or PHFA may foreclose your mortgage and repossess the property. If the lender or PHFA takes your home through a foreclosure of the mortgage, because of these reasons, HUD will not be able to help you.

If the money received from the foreclosure sale is not enough to pay the remaining amount of money you owe on the loan, PHFA may obtain a deficiency judgment against you (a court ruling that you must pay whatever money is still owed on the loan after the foreclosure sale). Such judgment will be taken over by HUD if PHFA files an insurance claim against HUD because of the foreclosure. HUD may then bring an action against you to collect the judgment.

I/we hereby acknowledge and understand the above restrictions as they pertain to the HUD/FHA-insured loan I/we are applying for and I/we consent to the existence of the due on sale clause.

Signature of Borrower and Date

Signature of Co-Borrower and Date

ADDENDUM B: VA NOTICE

(To be used in connection with all VA-Guaranteed Loans)

Dear Veteran:

Your home purchase is being financed with the assistance of the Pennsylvania Housing Finance Agency ("PHFA"). This mortgage is made at an interest rate below what is usually being charged. If you sell, lease or transfer the property without paying off the PHFA mortgage and without the prior written consent of PHFA to a party ineligible for PHFA's assistance, PHFA may invalidate any such actions and demand immediate and full repayment of the loan. This could result in foreclosure or repossession of the property. If such foreclosure takes place, the VA will not be able to help you. In addition, the VA may have to pay a claim to PHFA for any loss incurred on your loan. You may then be obligated to the VA for any claim paid to PHFA by the VA.

BY: _____
Signature of Officer of Originating Lender/Broker and Date

Name of Originating Lender/Broker

I hereby acknowledge and understand the above restrictions as they pertain to my VA-Guaranteed Mortgage Loan and consent to the existence of the due-on-sale clause. This addendum is a part of the Mortgagor's Affidavit of Eligibility.

BY: _____
Signature of Veteran Borrower and Date

Signature of Co-Borrower and Date

ADDENDUM C: CERTIFICATION OF PREGNANCY

(To be completed and executed by the pregnant borrower’s physician when the birth of a child will change the household size which will result in an increase in the applicable Income Limit)

I _____, do hereby certify that I am a physician and have
(Physician)
tested/examined _____, and have determined that she is pregnant. It is estimated
(Name)
that the child will be born on _____.
(Date)

I certify that the above information is true and correct.

Date Signature of Physician Field of Medicine

ADDENDUM D: FIRST TIME HOMEBUYER EXCEPTION FOR VETERANS

(To be signed by veterans applying for a Keystone Home Loan or Mortgage Credit Certificate who are not first-time home buyers and not purchasing a home in a Target area.)

I understand that my home purchase is being financed with a mortgage made available by the assistance of the Pennsylvania Housing Finance Agency ("PHFA") using the proceeds from Qualified Mortgage Revenue Bonds.

OR

I understand that I am being issued a Mortgage Credit Certificate by PHFA

I affirm that I qualify for an exemption from the first-time homebuyer requirement because I am a qualified veteran.

By signing below, I certify that:

- I am a veteran, within the meaning of 38 U.S.C. Section 101, who served in active duty of the United States Armed Forces or Reserves and who was discharged or released under conditions other than dishonorable. A copy of my/our discharge papers have been provided as verification.
- I have not previously obtained a mortgage or MCC through the Pennsylvania Housing Finance Agency.

Signature of Veteran Date

HOMestead PROGRAM SECOND MORTGAGE ASSISTANCE Needs Assessment Form

Date: _____ Series: _____

Borrower: _____ SS#: _____

Co-Borrower: _____ SS#: _____

****Round All Amounts Off To The Nearest Dollar****

Purchase Price \$ _____ Mortgage Amount \$ _____

ASSETS				ELIGIBLE DOWN PAYMENT AND CLOSING COST FOR ASSISTANCE			
		Lender	PHFA			Lender	PHFA
Cash Deposit Paid	(*1)	\$ _____	\$ _____				
Checking/Savings	(*2)	\$ _____	\$ _____	Total Closing Costs			
Gifts		\$ _____	\$ _____	From *Loan Estimate			
CD's	(*3)	\$ _____	\$ _____	(* (exclude FHA			
				Upfront MIP, VA			
				Funding & RHS			
				Guarantee fee (B)	\$ _____	\$ _____	
Money Market		\$ _____	\$ _____				
Stocks/Bonds		\$ _____	\$ _____	Deduct Closing Costs			
Profit Sharing	(*4)	\$ _____	\$ _____	Paid by Seller or	\$ _____	\$ _____	
				other Entity (C)			
Other	(*5)	\$ _____	\$ _____				
SUBTOTAL		\$ _____	\$ _____	Total Cash			
Deduct required				Requirement			
Downpayment	(*6)	\$ (_____)	\$ (_____)	(* (D)	\$ _____	\$ _____	
TOTAL ASSETS	(A)	\$ _____	\$ _____				

*Refer to numbered or lettered instructions on back of form.

“PHFA” is for PHFA use only.

Please Note: No Closing Cost Assistance will be granted on less than maximum financed loans. Any additional dollars the borrower has must go towards closing costs before additional down payment.

CALCULATION OF TOTAL AMOUNT OF ASSISTANCE NEEDED

		Lender	PHFA
1) - Total Assets (From Line "A" Above)		1. \$ _____	\$ _____
2) - <u>Less</u> Asset Allowance		2. \$ <u>(5,000.00)</u>	\$ <u>(5,000.00)</u>
3) - Total Assets Available		3. \$ _____	\$ _____
4) - Total Eligible Costs for Assistance-(From Line “D” above)		4. \$ _____	\$ _____
5) - Additional Amount for Affordability/Downpayment		5. \$ _____	\$ _____
6) – Subtotal		6. \$ _____	\$ _____
7) - Less Total Assets Available (Line 3)		7. \$ _____	\$ _____
8) - Total Amount of Assistance Needed		8. \$ _____	\$ _____

(May not exceed \$10,000 or be less than \$1,000)

PLEASE NOTE: (If line 8 is less than \$1,000, NO ASSISTANCE SHALL BE GRANTED.)

Preliminary Lender Certification

I certify that the "Total Amount Of Assistance Needed" for the above referenced borrower(s) is \$ _____

Name of Originating Lender

Signature of Officer

For PHFA Use Only

B.A. È

_____ Approved \$ _____ or _____ Rejected because _____

Date: _____

By: _____

The Closing Disclosure will be used to verify the actual amount of assistance disbursed at loan closing. Cash back to the borrower is limited to \$100 in excess of reimbursement for POC items. Any additional funds must be reimbursed to PHFA, and the HOMestead loan must be reduced accordingly (or the first mortgage when there is no PHFA second). When submitting the loan for purchase, please include a check made payable to PHFA for any unused portion of assistance provided.

**Instructions for Completing the Needs Assessment Form
 HOMESTEAD SECOND MORTGAGE ASSISTANCE PROGRAM
ASSETS**

Enter all liquid assets (see *Seller's Guide* for definition) of the Borrower(s) according to categories listed on the form.

1. Refers to earnest deposit or hand money paid by the Borrower apart from funds shown on V.O.D.'s or gift letters in file.
 2. Defined as funds in checking and savings accounts.
 3. Must be included regardless of maturity dates.
 4. These accounts are included only if they can be withdrawn without a penalty.
 5. Include prepayment of the Participation Fee, Qualifying Fee, and any other closing costs.
 6. Assets necessary for the minimum downpayment must be deducted from the total assets to determine the balance of assets available for closing costs.
 - *For Conventional and FHA loans, show the amount equal to the required investment (borrowers need to contribute the lesser of \$1000 or 1% of the loan amount).*
 - *For VA and RD Loans, -0- is to be listed on this line.*
- A. Total Assets are used to determine the total amount of assistance needed. (Assets exceeding \$5,000.00 must be used toward the purchase of the home). In all cases, we will require verification that the borrower(s) have sufficient funds to cover their minimum required investment.

Eligible down Payment and Closing Cost Assistance

B) Enter the total closing costs from the "Loan estimate". This estimate is NOT to include any monthly PITI reserves.

Eligible closing costs include the following:

Origination Fee	Notary Fees	Recording Fees
Application Fee or Credit/Appraisal Fees	Transfer Tax	Survey
Interest to First of the month	Realtor Fees	Tax Escrow
First Year Mortgage Insurance Premium	Insurance Escrow	Administrative Fee
First Year Hazard Insurance Premium	Title Insurance	Mortgage Insurance Escrow
Pro-rata Tax Reimbursement		

Any other costs other than those listed above must be approved by the Agency prior to inclusion.

*** Please note: The VA Funding Fee, the RHS Guarantee Fee and the FHA Upfront MIP are NOT eligible closing cost because they can be financed in the Mortgage.**

- C) Deduct closing costs paid by seller or other entity.
- D) Subtract C (if applicable) from B for the "Total Cash Requirement".

DETERMINATION

The steps to determine estimated assistance are

- 1) - List Total Assets from Line A.
- 2) - Borrower's Asset Allowance is \$5,000.
- 3) - Total Assets Available - (Line 1 minus Line 2)
- 4) - Enter the total Cash Requirement amount from line "D" above.
- *5) - Enter additional amount to make the loan affordable for the borrower.
- 6) - Subtotal.
- 7) - Deduct Assets Available (from Line 3).
- 8) - Enter total Amount of Assistance Needed. (May not exceed \$10,000 nor be less than \$1,000)

If assistance needed is less than \$1,000, no assistance will be granted.

Preliminary Lender Certification

Enter the amount of assistance needed (if the amount exceeds the maximum then enter the maximum amount) on the appropriate line. Please properly complete all other sections as designated.

* This program is designed to make the home purchase more affordable for homebuyers. Borrowers may experience payment shock; Line 5 is to be used to determine an amount that will help make the first mortgage more affordable for the homebuyer. The amount on line 5 will depend on the factors in the balance of the file. This amount represents the difference between the affordable loan amount and the loan amount based on 97% of the sales price.

**PENNSYLVANIA HOUSING FINANCE AGENCY
HOMEstead Program --Property Inspection Checklist**

THE FOLLOWING INFORMATION SHOULD BE COMPLETED BY THE FHA APPROVED APPRAISER AND BE SUBMITTED TO PHFA IN CONNECTION WITH THE LOAN.

	YES	NO
1. Does the home contain an operable flush toilet in a separate, private room, adequate for the disposal of human waste and does this room contain a fixed basin with and cold running water?	_____	_____
2. Is the home served by an approved public or private water and disposal system?	_____	_____
3. Do bathroom areas have at least one operable window or other adequate exhaust ventilation?	_____	_____
4. Does the home have a shower or tub with hot and cold running water that can be used in privacy?	_____	_____
5. Does the home contain a kitchen area suitable for the preparation and servicing of food in a sanitary manner and contain a stove, oven, refrigerator, properly operating sink with hot and cold running water?	_____	_____
6. Are all doors and windows accessible from outside the dwelling lockable?	_____	_____
7. Do living and sleeping rooms include at least one window?	_____	_____
8. Is a ceiling or wall type light fixture present and working in the bathroom and kitchen areas?	_____	_____
9. Are there at least two electric outlets (one of which may be an overhead light) present and operable in the living area, kitchen area and each bedroom?	_____	_____
10. Are there any serious defects such as severe bulging or leaning, large holes, loose surface materials, severe buckling or noticeable movement under walking stress in the interior ceilings, walls and floors?	_____	_____
11. Are there an serious defects such as leaning, buckling, sagging, cracks or holes, loose siding or other serious damage to the exterior or wall structure?	_____	_____
12. Is the condition of exterior stairways, porches and walkways such as not to present a danger of tripping or falling? For stairways--handrails are present for run of 4 steps or more.	_____	_____
13. The home appears to be free from dangerous levels of air pollution.	_____	_____
14. Is the home served by a properly functioning heating (and cooling if applicable) system and is the air circulation adequate throughout the unit?	_____	_____
15. The hot water heater is properly vented, has a pressure relief valve and discharge line and is in an appropriate location.	_____	_____
16. Was the home built prior to 1978?	_____	_____
17. If the home was built prior to 1978, is there any interior/exterior chipping, cracking and/or peeling paint?	_____	_____
18. Is the roof structurally sound and weather tight?	_____	_____
19. Is the home free of dangerous asbestos?	_____	_____
20. Does the home have at least one battery-operated or hard-wired smoke detector, in proper operating condition on each level of the home including basements (excluding unfinished attics) ?	_____	_____

THIS CHECKLIST IS TO BE ATTACHED TO AND MADE PART OF THE APPRAISAL. ANY ADVERSE ITEMS MUST BE SATISFIED AND/OR CORRECTED PRIOR TO LOAN CLOSING. IF ITEM #17 IS "YES", THE LOAN NO LONGER QUALIFIES FOR HOMESTEAD ASSISTANCE.

Date _____
Appraiser's FHA # _____
(if applicable)

Appraiser Signature _____
Printed Name _____
Business Address _____

Appendix 7

PENNSYLVANIA HOUSING FINANCE AGENCY
HOMEstead PROGRAM

NOTICE TO SELLER

Dear Seller:

The following Buyer(s), _____, have offered to purchase your home. As part of the financing to make this purchase, the Buyers have applied to the Pennsylvania Housing Finance Agency (the "Agency") for a HOMEstead Loan. This is a loan from the Agency to the Buyers to help pay the down payment and other related closing costs involved in this purchase. The funds for the loan come from the Department of Housing and Urban Development through the HOME Investment Partnership Program. Because federal government money may be used in the purchase of your home, you must be informed of the following:

1. Because this is a **voluntary sale**, by which you are willingly selling the residence to the Buyer, the Buyer cannot acquire this property if you and the Buyer fail to reach an amicable sales agreement.
2. The Buyer does not have the right of eminent domain (eminent domain is the power of the government to take property for public use).
3. The Buyer believes the fair market value of your residence to be \$ _____.
4. Because this is a **voluntary sale**, you are not entitled to any benefits under the Uniform Relocation Assistance And Real Property Acquisition Policies Act of 1970, as amended.

Further, in order to comply with certain federal regulations (49 C.F.R. Part 24), the Buyer must request that you disclose whether you were renting your property to anyone at the time the Agreement of Sale was signed, and also whether you have rented the property to anyone since then. Please indicate below whether there are or have been tenants on your property: (please check all that apply)

1. The property _____ *was* or _____ *was not* (check one) tenant occupied at the time the Agreement of Sale was signed.
2. The property _____ *has* or _____ *has not* (check one) been rented since the Agreement of Sale was signed.
3. _____ The property *is* currently being rented by the Buyer.

PLEASE NOTE: IF THE PROPERTY WAS TENANT OCCUPIED (BY ANYONE OTHER THAN THE BUYER) WHEN THE AGREEMENT OF SALE WAS SIGNED OR SINCE THEN, THE PROPERTY IS NOT ELIGIBLE TO BE FINANCED UNDER THE HOMEstead PROGRAM.

You should have received two copies of this letter. Please keep one for your records, and please sign the other copy on the applicable line below and return to the lending institution that is evaluating the Buyer's loan application. The Buyer can supply you with the address of the lending institution. Please fill out and return this Notice immediately, as the Buyer's loan application cannot be considered until you return this Notice.

I/we have read this letter, understand the contents, have answered the questions related to tenants on the property, and wish to proceed with the sale to the Buyer:

Signature of Seller *Date*

Signature of Seller *Date*

I/we have read this letter, understand the contents, but no longer wish to proceed with the sale to the Buyer:

Signature of Seller *Date*

Signature of Seller *Date*



**Homeownership Programs Division
PURCHASE SUBMISSION CHECKLIST**

	Lender Loan #	PHFA Loan #	
--	----------------------	--------------------	--

LENDER FILE CONTACT

PHONE # AND EMAIL

The Purchase Submission Package is due prior to the lock expiration date. It must be purchased within 7 days of the expiration date. Late fees will apply if deadline is not met.

DIRECTIONS:

The Lender is responsible to accurately complete each line on this Purchase Submission Checklist, upload and submit a legible purchase submission package as indicated on [Appendix E](#). Place an “X” next to each item included with this Purchase Submission package or indicate “N/A” if not applicable. In the doc type column place a (C) copy, (CC) lender certified copy or (P) previously submitted next to each item applicable to this purchase submission in the order listed on this checklist. For the items indicating that we need the original (O) please mail them to the address listed below. All Forms and Appendices required on this checklist can be located in the PHFA Sellers Guide at www.phfa.org/hop/lenders/.

Electronic Submission Timeline:

Purchase Submission packages submitted **on or before 12 noon** will be reviewed the **current business day** & if the file is complete and accurate it will be funded within 4 business days.
 Purchase Submission packages submitted **after 12 noon** will be documented as received the **next business day**. The review process will not begin until the next business day. These timelines can be longer during periods of high volume.

Please note: A “COMPLETE” Purchase Submission package is submitted to PHFA after the following steps are successfully uploaded and submitted to VirPack:

- 1) Pre-Closing Eligible Notification and the items to clear the Conditions (Reviewed at Purchase)**
- 2) Purchase Package (Form 58 & required documents)**

If you are having trouble uploading the package due to the size, please be sure you are only uploading the required purchase documents. After that is confirmed, then you can break it into 2 separate uploads if needed.

The required Original documents must be mailed to PHFA in a file folder using the following address:

PHFA, - Homeownership Division– Attn: Purchasing Unit
211 North Front Street
Harrisburg, PA 17101

Timing the upload with the date the original items are received by PHFA will help to expedite the purchase process.

PRE-CLOSING ELIGIBLE CONDITIONS (Reviewed with Purchase documents)		
Upload separately but at the same time as the Purchase Package (Form 58, pages 2 thru 4)		
Illegible, incomplete, incorrect or missing items may cause the file to be ineligible for purchase		
Required Documents:		
PHFA	Lender 'X' or N/A	Pre-Closing Eligible Conditions (Reviewed at Purchase)
		1) A current copy of the Pipeline Loan Details Report (Eligible date must be indicated) Or a copy of the Pre-Closing Eligible Notification.
		2) Documents required to clear ALL the conditions listed on #1 above.

Purchase Package (Form 58 & required documents)

PURCHASE DOCUMENT CHECKLIST

IMPORTANT INFO: If any of the following items are illegible, incomplete, incorrect or missing from the upload -DO NOT submit the file to the Agency. If an incomplete file is submitted the file will be ineligible for purchase & late fees may accrue. Legend key for columns below:

Program Type: **H** = Home Purchase (Keystone Home Loan with or w/o Assistance.) **G** = Keystone Gov/HFA Preferred Risk Sharing Purchase/HFA Preferred **R**=HFA Preferred Risk Sharing Refinance

PHFA	Lender 'X' or N/A	Program Type	MCC Docs	PURCHASE DOCUMENTS
		H/G/R		Directions: Place Page 2 of the Checklist on top of the copies of the following items, in the order listed below.
		H/G/R		1) Purchase Submission Checklist (Form 58, pg.2).
		H/G		2) <u>Escrow Agreement</u> regardless of whether PHFA or the Lender is holding escrowed funds. Note: If PHFA is holding the escrow our Form 65 must be completed & indicate that PHFA is holding the funds.
		H/G		3) <u>Access Home Modifications & Purchase Improvement Loans</u> Form 49 ___ a) Access Home Modification Loan if PHFA will be holding the escrow & Lender is seeking reimbursement for an Initial payment made to the contractor at the Loan Closing. ___ b) Purchase Improvement Loan PHFA will hold the escrow funds. They will be deducted from the purchase funds.
		H/G/R		4) Final signed and dated Loan Application (1003) & all applicable pages of the HUD Addendum 92900-A.
		H/G/R		5) Any & all revised Loan Estimates with change of circumstance documentation for the 1st Mortgage & Advantage Loans.
		H/G/R		6) Closing Disclosure for First Mortgage and Advantage Loans. Provide the time compliant issued at least 3 days prior to closing and final copy.
		H/G/R	Yes	7) Seller's Closing Disclosure, if applicable – Purchases only.
		H	Yes	8) Mortgagor's Affidavit Reaffirmation page signed and dated as of loan closing (Form 3, Page 5).
		H	Yes	9) Affidavit of Seller (Form 3, page 6), completed, signed and dated.
		H	Yes	10) Recapture Tax Notice (Form 4). Include both pages of the form. Please be sure to use the most current income chart (Page2). Page 1 must be signed and dated by the borrower(s) and the maximum recapture figure must be listed in Section B.
		H/G/R		11) Provide a copy of all applicable Closing Instructions letters that were used in this transaction.
		H/G/R		12) Conventional loans closed on or after 9/25/17 – Provide a copy of the successful UCD Submission. The final CD must be reflected in the UCD Submission.
		H/G/R		13) Evidence of Borrower's Identification Verification per "USA Patriot Act".
		H/G/R		14) VA Loans – VA Report & Certification of Loan Disbursement (Form 26-1820).
		H/G		15) FHA 203K Loans – Rehab Loan Agreement.
		H/G		16) FHA 203K Loans – After the work has been completed, a close out package is required. This package includes the mortgagor's letter of completion, screen shot of the FHA connection close out, final comp. inspection for full 203K, final release & contingency release, title policy endorsement, & completed draw request forms.
		G/R		17) Homestyle Loans – Provide Form 71 for escrowed payments. After the work has been completed, a closeout package is required. This package includes Form 49, title policy endorsement, and inspection for completion.
				PHFA SUBORDINATE DOCUMENTS
		H/G/R		18) PHFA <u>Second Lien</u> Subordinate Mortgage Note (Forms 54 ADV (Advantage) or 54 (HOMEstead) loans. The Advantage loan must be in second lien position.* Mail Original to PHFA.
		H		19) Disclosures for PHFA HOMEstead & Access Modification Loans.
		H/G/R		20) PHFA <u>Second Lien</u> Subordinate Mortgage Form 55ADV (Advantage) or 55 (HOMEstead) with evidence document was sent for recording.
		H		21) PHFA <u>Third Lien</u> Subordinate Mortgage Note (Form 54). *Mail Original to PHFA.
		H		22) PHFA <u>Third Lien</u> Subordinate Mtg. with evidence document was sent for recording (Form 55). The Advantage Mortgage cannot be in 3 rd lien position.

If a notice is posted to the PHFA Pipeline Plus regarding missing items from this page, please note the item (s) must be uploaded as purchase conditions: **Documents >> Upload**; Document Type: **Purchase Conditions**

Purchase Package (Form 58 & required documents)

FIRST MORTGAGE DOCUMENT CHECKLIST

Instructions: The following items must be present for ALL Program Types: Items are: 2,3,4,5,6,7, 9 & 10

O = ORIGINAL C = COPY CC = LENDER CERTIFIED COPY

PHFA	Lender 'X' or N/A	<u>FIRST MORTGAGE DOCUMENTS</u>	
		Directions: Place Page 3 of the Checklist on top of the copies of the following items, in the order listed below	
		O*	1) First Mortgage Note with a signed endorsement to the Pennsylvania Housing Finance Agency. *Mail Original to PHFA in file folder & upload a copy. (a) Loan Amount and P & I Payment are correct; (b) The Interest Rate is the PHFA reserved rate disclosed on the Approval Notification; (c) First Payment Date: 1st day of the 2nd month following the date of closing, funding or construction conversion. For loans closed/funded by the 5th calendar day of the month, the first payment date could be the first day of the month following closing if the loan closed with an interest credit or short interest. (d) Maturity Date: One month preceding the 1st payment date plus 30 years; (e) Late Charges: (15 days after due date) 4% FHA, VA and RD Guaranteed; 5% Conventional; (f) All First Mortgage Notes submitted for purchase must have the following Legible Endorsement: "Pay without recourse to the Pennsylvania Housing Finance Agency" . Endorsement to be signed by an authorized officer of the lender. Lender's name should appear with the signature of the authorized signer. The typed Officer's name & title needs to appear with the signature. (g) If applicable, Legible Endorsement from an authorized affiliated entity to the participating lender submitting the loan for purchase. (h) NMLS Information must be present.
___(a)	___(a)		
___(b)	___(b)		
___(c)	___(c)		
___(d)	___(d)		
___(e)	___(e)		
___(f)	___(f)		
___(g)	___(g)		
		O*	2) Co-signer certification (Form 21), if applicable. * Mail Original to PHFA.
		O*	3) Addendum to Note/Construction Loan (Form 19), if applicable. *Mail Original to PHFA.
		CC	4) Mortgage Instrument with the following attachments and signed evidence document was sent for recordation (See item # 6 below for the acceptable forms of evidence of recording). If the mortgage references additional attachments, all items must be included. (a) Legal Description must be present. (b) Condo/PUD/Manufactured Home Affixation Riders. (c) NMLS Information must be present.
___(a)	___(a)		
___(b)	___(b)		
		O	5) Mortgage Modification Agreement (Form 40). Before using a modification please check with PHFA to determine that is the best option to make the correction.
		CC	6) Assignment of First Mortgage to Pennsylvania Housing Finance Agency (Form 20) with evidence the document was sent for recording such as: (a) Individual receipt from recorder of deeds for the document that was submitted for recording OR (b) The following signed statement typed on a copy of the document: "I hereby certify that this is a true and correct copy of the original which was submitted for recordation". By: _____ Date: _____ Name of Title Insurance Company Agency or Lender Authorized Officer
___(a)	___(a)		
___(b)	___(b)		
		CC	7) If applicable , an Assignment of Mortgage from an authorized affiliated entity to the participating lender submitting loan for purchase, with evidence document was sent for recording as referenced above in #6.
		CC	8) Subordination Agreement – signed and stamped certified true copy of the doc, sent for recording.
		O	9) Original notarized Name Affidavit must accompany the Note. If there is an additional person (s) on the mortgage, we need an original notarized name affidavit for that person as well. Copies need to be uploaded into the electronic system. *Mail Original to PHFA & upload a copy.
		O*	10) Instant Title Policy with all required addendums & endorsements. The Title Policy must contain an authorized agent's countersignature. If the <u>original</u> form is not available refer to Chapter 12 of the Seller's Guide for acceptable alternatives. *Mail Original to PHFA & upload a copy.
		C	11) Executed Deed that was sent for recording. This is required for all loans types except for Refinance Loans.
		CC	12) Non-PHFA Additional Assistance Program – Includes Other County Programs Subordinate Mortgage and Subordinate Note if approved to use with this loan transaction.
		C	13) Survey, if common and typical to area. (This is not a PHFA requirement).
		C	14) Power-Of Attorney, if applicable. Please include the communication with PHFA staff granting permission to close with the POA.

IMPORTANT NOTICE: THE FINAL DOCUMENTS, APPROPRIATE GOVERNMENT INSURING CERTIFICATE & ALL MISCELLANEOUS ITEMS THAT WERE REQUIRED BY PHFA MUST BE SUBMITTED TIMELY TO RECEIVE THE FULL SRP. PLEASE CLICK ON THE LINK FOR SPR SCHEDULE <http://www.phfa.org/forms/sellersguide/sellersguide.pdf>. WE PREFER THE ORIGINALS BUT WE ALSO ACCEPT LEGIBLE COPIES OF THE RECORDED DOCUMENTS.

- | | |
|--|---------------------------------------|
| 1. RECORDED FIRST MORTGAGE AND ASSIGNMENT(S) | 5. FHA MORTGAGE INSURANCE CERTIFICATE |
| 2. RECORDED PHFA SUBORDINATE MORTGAGE(S) | 6. VA LOAN GUARANTY CERTIFICATE |
| 3. RECORDED MORTGAGE MODIFICATION AGREEMENT | 7. RD LOAN NOTE GUARANTY |
| 4. RECORDED SUBORDINATE MTG. OTHER THAN PHFA'S SUB. MTG. | |

PURCHASE PACKAGE - SERVICE RELEASED CHECKLIST

LENDER TO COMPLETE <u>ALL</u> BLANKS IN THIS SECTION	Borrower's Name: _____	Lender: _____	Date Completed _____
	PHFA Loan # (on PHFA Approval) _____	Contact: _____	
		Tel. # _____	
		Email: _____	

DIRECTIONS: Place this Page 4 of the Checklist with the items in the order listed below. These items are uploaded with the Purchase Package with Form 58: **Documents >> Upload**; Document Type: **Purchase Package**. Any questions regarding these items please call Jane Cooney, Brenda Rudy, or Ashley Houser at (717)780-3871

PHFA: X, N/A, OR MISSING	LENDER "X" OR N/A	<u>Servicing Release Documents</u>
		1) PLEASE NOTE: The Preliminary Loan Set Up Sheet must be completed by accessing it at https://lenders.phfa.org . The closing information must be completed within 7 calendar days after closing or before the lock expires. If the lock expired Secondary@phfa.org must be notified to reactivate the loan so that the loan set up information can be completed.
		2) If Real Estate tax must be paid, include tax bill and note that bill must be paid immediately.
		3) Automatic Withdrawal (ACH form) (Form # 67). (Document must be faxed to the Agency within 4 business days after closing). Optional.
		4) Guaranteed Rural Housing Form 3555-18E Conditional Commitment For Single Family Housing Loan Guarantee (4 pages) with proof servicing was transferred . If this is done electronically, we will accept screen shots from the USDA website of the GLS lender loan closing confirmation & update on loan closing in place of the form.
		5) Tax Certification verifying payment of School, County and City/Twp or Boro taxes. Form 27 may be used if fully completed with all taxing authorities, tax amounts and discount dates listed and signed by the lender.
		6) Copy of Hello/Goodbye letter with the PHFA Privacy Disclosure (Form 28 – all pages) given to the mortgagor at closing with the complete payment information.
		7) W-9 Form for all borrowers.
		8) Initial (Aggregate) Escrow Account Statement Disclosure.
		9) FHA purchase loans - include the applicable Addendums and FHA Settlement Certification that accompany the Closing Disclosure.
		10) Homeowners Insurance declaration page must be effective no later than the closing date. If the CD references the insurance as a POC, proof of <u>payment in full</u> for the first year's premium is required. The Ins. Agent must document payment was received. For PHFA to PHFA refis /only the dec. page is required.
		11) Letter to Insurance Co. (Form 42) advising of change of Servicer – This is required when PHFA is not listed on the declaration page. The correct address is PHFA, P.O. Box 15057, Harrisburg, PA 17105.
		12) If flood Ins is required – Provide proof of Flood Ins. with acquired by including a fully executed & dated application. A payment receipt for first year's premium is needed even if it is listed as a POC.
		13) Proof of Mine Subsidence Insurance, with receipt for first year's premium and/or copy of check, if applicable.
		14) Copy of Right of Rescission addressed to each owner for all Refinance Loans.
		15) Life of Loan Flood Certification (must list PHFA's name & address).
		16) For Condominium units, provide a copy of Certificate of Association's Insurance for Hazard and/or Flood and a unit owner's HO-6 policy for replacement.
		17) Copy of clear MI Certificate, including an acknowledgement that the servicing was transferred to PHFA. The certificate must also include proof of payment as applicable per the MI Company. (Required on HFA loans with MI.)
		18) Provide the Initial PMI Cancellation Disclosure and the Amortization Schedule. (Required on Conventional loans with MI and PHIF.)
		19) Authorization letter from borrower for PHFA to use the escrow funds to apply to the new loan. Required on PHFA to PHFA refines per FHA in ML 2013-29.
		20) If applicable, non-liable co-owner's name _____ (This is needed when another person is living in the home but he/she is not on the note.) Social Security # _____ Date of Birth: _____
		21) Address of co-borrower not occupying property. (FHA/ K-Gov/HFA Preferred Risk Share & HFA Preferred)

If a notice is posted to the PHFA Pipeline Plus regarding missing items from this page, please note the item (s) must be uploaded as Servicing conditions: **Documents >> Upload**; Document Type: **Servicing Conditions**

**PENNSYLVANIA HOUSING FINANCE AGENCY
MORTGAGOR'S REAFFIRMATION AT LOAN CLOSING**

If any information of representations contained in the Mortgagor's Affidavit have changed since the affidavit was completed, the information must be corrected or a new affidavit must be completed as of the date of closing (or conversion if a C/P loan).

BORROWER NAME(S): _____

ADDRESS OF HOME
BEING PURCHASED: _____

ORIGINATING LENDER: _____

I/we as Purchasers of the Residence indicated herein have reviewed all of the information, representations and warranties contained in the original Affidavit of Eligibility and Acknowledgement of Program Requirements and I/we do hereby reaffirm all information, representations and warranties made therein. I/we understand and acknowledge that this affidavit is being made under penalties of perjury and that if I/we have made any fraudulent statements or material misstatements in the representations contained in any part of this document, or failed to state any of the information requested, the following may occur:

1. I/we could be imprisoned for up to 30 years pursuant to Section 1014 of Title 18 of the United States Code.
2. The Office of the Attorney General of the Commonwealth may be contacted for investigation regarding perjury, misrepresentation and false swearing.
3. The outstanding principal balance of the loan, if financed by mortgage revenue bonds, will be immediately due and payable together with accrued interest and foreclosure costs, legal fees and applicable expenses. All application fees and other costs and/or charges paid in connection with the application will be nonrefundable.
4. If applicable, PHFA will revoke the MCC.
5. If applicable, I/we will be subject to a \$10,000 penalty under section 6709 of the Internal Revenue Code in addition to the other monetary penalties permissible under Section 6709(a) of the Internal Revenue Code.
6. I/we may be subject to criminal penalties.

Signature of Borrower

Date

Signature of Co-Borrower

Date

Commonwealth of Pennsylvania
County of _____

This record was acknowledged before me on _____, 20____, by _____, who represents he/she executed the record for the purposes stated in the record.

Signature of Notarial Officer

6/2018

PHFA Form 4

NOTICE TO MORTGAGOR OF POTENTIAL RECAPTURE TAX UPON SALE OF HOME*

A. INTRODUCTION: As a recipient of a Mortgage Credit Certificate OR a mortgage loan from the proceeds of a tax-exempt bond, you may be subject to a recapture tax if you sell your home during the next nine years. The recapture is accomplished by an increase in your federal income tax for the year in which you sell your home. The recapture only applies, however, if you sell your home at a gain and if your income increases more than 5% per year. The recapture tax may also apply if you dispose of your home in some other way. Any references in this notice to the "sale" of your home also include other ways of disposing of your home. For instance, you may owe the recapture tax if you give your home to a relative.

B. MAXIMUM RECAPTURE TAX & CALCULATION OF TAX DUE, if any:

NO RECAPTURE TAX DUE: In the following situations, no recapture tax is due and you do not need to do the calculations listed below:

- 1. You sell your home more than nine years after settlement.
2. Your home is disposed of as a result of your death.
3. You transfer your home either to your spouse or to your former spouse in connection with a divorce and you have no gain or loss included in your income under section 1041 of the Internal Revenue Code, or
4. You dispose of your home at a loss.

MAXIMUM RECAPTURE TAX: The maximum recapture tax that you may have to pay is \$_____. This amount is 6.25% of the highest principal amount of your mortgage loan and is your federally subsidized amount with respect to the loan.

The ACTUAL RECAPTURE TAX, if any, can be determined when you sell your home, and is the lesser of (1) 50% of your gain on the sale of your home, regardless of whether you have to include that gain in your income for federal income tax purposes, or (2) your RECAPTURE AMOUNT determined below:

- 1. If home is sold before the 1st anniversary of closing, or on or after the 8th anniversary but before the 9th, your recapture amount will be 1.25% of your original principal mortgage amount.
2. If home is sold on or after 1st anniversary of closing but before the 2nd, or on or after the 7th anniversary but before the 8th, your recapture amount will be 2.5% of your original principal mortgage amount.
3. If home is sold on or after 2nd anniversary of closing but before the 3rd, or on or after the 6th anniversary but before the 7th, your recapture amount will be 3.75% of your original principal mortgage amount.
4. If home is sold on or after 3rd anniversary of closing but before the 4th, or on or after the 5th anniversary but before the 6th, your recapture amount will be 5% of your original principal mortgage amount.
5. If home is sold on or after 4th anniversary of closing but before the 5th your recapture amount will be 6.25% of your original principal mortgage amount. This is the maximum recapture amount.

C. INCOME CALCULATION. You can calculate the income as follows: SUBTRACT the applicable ADJUSTED QUALIFYING INCOME in the taxable year in which you sell your home, as listed on Page 2 of this form, FROM your MODIFIED ADJUSTED GROSS INCOME in the taxable year in which you sell your home.

Your modified adjusted gross income means your adjusted gross income shown on your federal income tax return for the taxable year in which you sell your home, with the following two adjustments: (a) your adjusted gross income must be INCREASED by the amount of any interest that you receive or accrue in the taxable year from tax exempt bonds that is excluded from your gross income (under section 103 of the Internal Revenue Code); and (b) your adjusted gross income must be DECREASED by the amount of any gain included in your gross income by reason of the sale of your home.

Your adjusted qualifying income can be obtained from Page 2 of this form. Start by finding the area and county in which your PHFA-financed property is located. If the area is not specified, you would use the income figure from "All Other Counties". You would then choose the family size at the time of sale, whether it be 1 to 2 members or 3 or more. Once you have the correct row selected for the income, you would choose the correct column by selecting the year in which you are selling your home. Use this figure for you ADJUSTED QUALIFYING INCOME.

NOTE: If your income calculation above is zero or less, you owe no recapture tax. If it is \$5000 or more, you will owe 100% of the recapture amount. If it is greater than zero but less than \$5,000, it must be divided by \$5000. This fraction, expressed as a percentage, represents your income percentage. For example, if the fraction is \$1,000/\$5,000, your income percentage is 20%.

D. LIMITATIONS AND SPECIAL RULES ON RECAPTURE TAX.

- 1. If you give away your home (other than to your spouse or ex-spouse incident to divorce), you must determine your actual recapture tax as if you had sold your home for its fair market value.
2. If your home is destroyed by fire, storm, flood, or other casualty, there generally is no recapture tax if, within two years, you purchase additional property for use as your principal residence on the site of home financed with your original subsidized mortgage loan.
3. In general, except as provided in future regulations, if two or more persons own a home and are jointly liable for the subsidized mortgage loan, the actual recapture tax is determined separately for them based on their interests in the home.
4. If you repay your loan in full during the nine year recapture period and you sell your home during this period, your holding period percentage may be reduced under the special rule in section 143(m)(4)(C)(ii) of the Internal Revenue Code.
5. Other special rules may apply in particular circumstances. You may wish to consult with a tax advisor or the local office of the Internal Revenue Service when you sell or otherwise dispose of your home to determine the amount, if any, of your actual recapture tax. See section 143(m) of the Internal Revenue Code generally.

* NOTICE - RECAPTURE TAX REIMBURSEMENT: If you ever have to pay a recapture tax in connection with the sale of this home, PHFA agrees to reimburse you, as long as you applied for this PHFA loan or Mortgage Credit Certificate on or after January 1, 2004.

I/We have read and acknowledged receipt of pages 1 and 2 of this form.

Borrower's Signature _____ Date _____

Borrower's Signature _____ Date _____

RECAPTURE TAX INCOME LIMITS FOR 2018 (effective for reservations on or after 6/15/18)

Counties	Family Size By Members	Less Than								
		1 Year	1 To 2	2 To 3	3 To 4	4 To 5	5 To 6	6 To 7	7 To 8	8 To 9
ADAMS COUNTY	1 TO 2	74,900	78645	82577	86706	91041	95593	100373	105392	110661
	3 OR MORE	86,100	90405	94925	99672	104655	109888	115382	121151	127209
ALLENTOWN MSA (Carbon, Lehigh, Northampton)	1 TO 2	79,800	83790	87980	92378	96997	101847	106940	112287	117091
	3 OR MORE	91,700	96285	101099	106154	111462	117035	122887	129031	135483
ELK, FRANKLIN, INDIANA, LEBANON, MCKEAN, UNION, AND WARREN COUNTIES	1 TO 2	74,000	77700	81585	85664	89947	94445	99167	104125	109332
	3 OR MORE	85,100	89355	93823	98514	103440	108612	114042	119744	125731
ERIE MSA (Erie)	1 TO 2	74,000	77700	81585	85664	89947	94445	99167	104125	109332
	3 OR MORE	85,100	89355	93823	98514	103440	108612	114042	119744	125731
FAYETTE and WASHINGTON COUNTIES	1 TO 2	91,200	95760	100548	105575	110854	116397	122217	128328	134744
	3 OR MORE	106,400	111720	117306	123171	129330	135796	142586	149715	157201
HARRISBURG MSA (Cumberland, Dauphin)	1 TO 2	75,200	78960	82908	87053	91406	95976	100775	105814	111105
	3 OR MORE	86,400	90720	95256	100019	105020	110271	115784	121573	127652
LANCASTER MSA (Lancaster)	1 TO 2	74,000	77700	81585	85664	89947	94445	99167	104125	109332
	3 OR MORE	85,100	89355	93823	98514	103440	108612	114042	119744	125731
MONROE COUNTY	1 TO 2	74,100	77805	81695	85780	90069	94572	99301	104266	109479
	3 OR MORE	85,200	89460	93933	98630	103561	108739	114176	119885	125879
NEWBURGH MSA (Pike)	1 TO 2	88,300	92715	97351	102218	107329	112696	118330	124247	130459
	3 OR MORE	103,000	108150	113558	119235	125197	131457	138030	144931	152178
PERRY COUNTY	1 TO 2	90,200	94710	99446	104418	109639	115121	120877	126920	133266
	3 OR MORE	105,200	110460	115983	121782	127871	134265	140978	148027	155428
PITTSBURGH MSA (Allegheny, Beaver, Butler, Westmoreland)	1 TO 2	76,000	79800	83790	87980	92378	96997	101847	106940	112287
	3 OR MORE	87,400	91770	96359	101176	106235	111547	117124	122981	129130
PHILADELPHIA MSA (Bucks, Chester, Delaware, Montgomery)	1 TO 2	87,400	91770	96359	101176	106235	111547	117124	122981	129130
	3 OR MORE	100,500	105525	110801	116341	122158	128266	134680	141414	148484
PHILADELPHIA COUNTY	1 TO 2	104,800	110040	115542	121319	127385	133754	140442	147464	154837
	3 OR MORE	122,300	128415	134836	141578	148656	156089	163894	172088	180693
READING MSA (Berks)	1 TO 2	74,000	77700	81585	85664	89947	94445	99167	104125	109332
	3 OR MORE	85,100	89355	93823	98514	103440	108612	114042	119744	125731
STATE COLLEGE MSA (Centre)	1 TO 2	82,400	86520	90846	95388	100158	105166	110424	115945	121742
	3 OR MORE	94,700	99435	104407	109627	115108	120864	126907	133252	139915
YORK MSA (York)	1 TO 2	74,300	78015	81916	86012	90312	94828	99569	104548	109775
	3 OR MORE	85,400	89670	94154	98861	103804	108994	114444	120166	126175
ALL OTHER COUNTIES Non Target	1 TO 2	88,800	93240	97902	102797	107937	113334	119000	124951	131198
	3 OR MORE	103,600	108780	114219	119930	125926	132223	138834	145776	153064

5/2017

PHFA Form 4

NOTICE TO MORTGAGOR OF POTENTIAL RECAPTURE TAX UPON SALE OF HOME*

A. INTRODUCTION: As a recipient of a Mortgage Credit Certificate OR a mortgage loan from the proceeds of a tax-exempt bond, you may be subject to a recapture tax if you sell your home during the next nine years. The recapture is accomplished by an increase in your federal income tax for the year in which you sell your home. The recapture only applies, however, if you sell your home at a gain and if your income increases more than 5% per year. The recapture tax may also apply if you dispose of your home in some other way. Any references in this notice to the "sale" of your home also include other ways of disposing of your home. For instance, you may owe the recapture tax if you give your home to a relative.

B. MAXIMUM RECAPTURE TAX & CALCULATION OF TAX DUE, if any:

NO RECAPTURE TAX DUE: In the following situations, no recapture tax is due and you do not need to do the calculations listed below:

1. You sell your home more than nine years after settlement.
2. Your home is disposed of as a result of your death.
3. You transfer your home either to your spouse or to your former spouse in connection with a divorce and you have no gain or loss included in your income under section 1041 of the Internal Revenue Code, or
4. You dispose of your home at a loss.

MAXIMUM RECAPTURE TAX: The maximum recapture tax that you may have to pay is \$_____. This amount is 6.25% of the highest principal amount of your mortgage loan and is your federally subsidized amount with respect to the loan.

The **ACTUAL RECAPTURE TAX**, if any, can be determined when you sell your home, and is the lesser of (1) 50% of your gain on the sale of your home, regardless of whether you have to include that gain in your income for federal income tax purposes, or (2) your RECAPTURE AMOUNT determined below:

1. If home is sold before the 1st anniversary of closing, or on or after the 8th anniversary but before the 9th, your recapture amount will be 1.25% of your original principal mortgage amount.
2. If home is sold on or after 1st anniversary of closing but before the 2nd, or on or after the 7th anniversary but before the 8th, your recapture amount will be 2.5% of your original principal mortgage amount.
3. If home is sold on or after 2nd anniversary of closing but before the 3rd, or on or after the 6th anniversary but before the 7th, your recapture amount will be 3.75% of your original principal mortgage amount.
4. If home is sold on or after 3rd anniversary of closing but before the 4th, or on or after the 5th anniversary but before the 6th, your recapture amount will be 5% of your original principal mortgage amount.
5. If home is sold on or after 4th anniversary of closing but before the 5th your recapture amount will be 6.25% of your original principal mortgage amount. This is the maximum recapture amount.

C. INCOME CALCULATION. You can calculate the income as follows: SUBTRACT the applicable ADJUSTED QUALIFYING INCOME in the taxable year in which you sell your home, as listed on **Page 2** of this form, FROM your MODIFIED ADJUSTED GROSS INCOME in the taxable year in which you sell your home.

Your **modified adjusted gross income** means your adjusted gross income shown on your federal income tax return for the taxable year in which you sell your home, with the following two adjustments: (a) your adjusted gross income must be INCREASED by the amount of any interest that you receive or accrue in the taxable year from tax exempt bonds that is excluded from your gross income (under section 103 of the Internal Revenue Code); and (b) your adjusted gross income must be DECREASED by the amount of any gain included in your gross income by reason of the sale of your home.

Your **adjusted qualifying income** can be obtained from Page 2 of this form. Start by finding the area and county in which your PHFA-financed property is located. If the area is not specified, you would use the income figure from "All Other Counties". You would then choose the family size at the time of sale, whether it be 1 to 2 members or 3 or more. Once you have the correct row selected for the income, you would choose the correct column by selecting the year in which you are selling your home. Use this figure for you ADJUSTED QUALIFYING INCOME.

NOTE: If your income calculation above is zero or less, you owe no recapture tax. If it is \$5000 or more, you will owe 100% of the recapture amount. If it is greater than zero but less than \$5,000, it must be divided by \$5000. This fraction, expressed as a percentage, represents your income percentage. For example, if the fraction is \$1,000/\$5,000, your income percentage is 20%.

D. LIMITATIONS AND SPECIAL RULES ON RECAPTURE TAX.

1. If you give away your home (other than to your spouse or ex-spouse incident to divorce), you must determine your actual recapture tax as if you had sold your home for its fair market value.
2. If your home is destroyed by fire, storm, flood, or other casualty, there generally is no recapture tax if, within two years, you purchase additional property for use as your principal residence on the site of home financed with your original subsidized mortgage loan.
3. In general, except as provided in future regulations, if two or more persons own a home and are jointly liable for the subsidized mortgage loan, the actual recapture tax is determined separately for them based on their interests in the home.
4. If you repay your loan in full during the nine year recapture period and you sell your home during this period, your holding period percentage may be reduced under the special rule in section 143(m)(4)(C)(ii) of the Internal Revenue Code.
5. Other special rules may apply in particular circumstances. You may wish to consult with a tax advisor or the local office of the Internal Revenue Service when you sell or otherwise dispose of your home to determine the amount, if any, of your actual recapture tax. See section 143(m) of the Internal Revenue Code generally.

*** NOTICE – RECAPTURE TAX REIMBURSEMENT:** If you ever have to pay a recapture tax in connection with the sale of this home, PHFA agrees to reimburse you, as long as you applied for this PHFA loan or Mortgage Credit Certificate on or after January 1, 2004.

I/We have read and acknowledged receipt of pages 1 and 2 of this form.

Borrower's Signature _____ Date _____

Borrower's Signature _____ Date _____

RECAPTURE TAX INCOME LIMITS FOR 2017 (effective for reservations on or after 5/15/17)

Counties	Family Size By Members	Less Than								
		1 Year	1 To 2	2 To 3	3 To 4	4 To 5	5 To 6	6 To 7	7 To 8	8 To 9
ADAMS COUNTY	1 TO 2	73,900	77595	81475	85548	89826	94317	99033	103985	109184
	3 OR MORE	84,900	89145	93602	98282	103196	108356	113774	119463	125436
ALLENTOWN MSA (Carbon, Lehigh, Northampton)	1 TO 2	82,600	86730	91067	95620	100401	105421	110692	116226	122038
	3 OR MORE	95,000	99750	104738	109974	115473	121247	127309	133675	140358
ELK, FRANKLIN, INDIANA, LEBANON, MCKEAN, UNION, AND WARREN COUNTIES	1 TO 2	70,000	73500	77175	81034	85085	89340	93807	98497	103422
	3 OR MORE	80,500	84525	88751	93189	97848	102741	107878	113272	118935
ERIE MSA (Erie)	1 TO 2	70,000	73500	77175	81034	85085	89340	93807	98497	103422
	3 OR MORE	80,500	84525	88751	93189	97848	102741	107878	113272	118935
FAYETTE and WASHINGTON COUNTIES	1 TO 2	87,100	91455	96028	100829	105871	111164	116722	122558	128686
	3 OR MORE	101,600	106680	112014	117615	123495	129670	136154	142961	150109
HARRISBURG MSA (Cumberland, Dauphin)	1 TO 2	74,700	78435	82357	86475	90798	95338	100105	105110	110366
	3 OR MORE	85,900	90195	94705	99440	104412	109633	115114	120870	126913
LANCASTER MSA (Lancaster)	1 TO 2	71,100	74655	78388	82307	86422	90744	95281	100045	105047
	3 OR MORE	81,700	85785	90074	94578	99307	104272	109486	114960	120708
MONROE COUNTY	1 TO 2	74,900	78645	82577	86706	91041	95593	100373	105392	110661
	3 OR MORE	86,100	90405	94925	99672	104655	109888	115382	121151	127209
NEWBURGH MSA (Pike)	1 TO 2	84,300	88515	92941	97588	102467	107591	112970	118619	124549
	3 OR MORE	98,400	103320	108486	113910	119606	125586	131865	138459	145382
PERRY COUNTY	1 TO 2	89,600	94080	98784	103723	108909	114355	120073	126076	132380
	3 OR MORE	104,500	109725	115211	120972	127020	133371	140040	147042	154394
PITTSBURGH MSA (Allegheny, Beaver, Butler, Westmoreland)	1 TO 2	72,600	76230	80042	84044	88246	92658	97291	102155	107263
	3 OR MORE	83,400	87570	91949	96546	101373	106442	111764	117352	123220
PHILADELPHIA MSA (Bucks, Chester, Delaware, Montgomery)	1 TO 2	83,200	87360	91728	96314	101130	106187	111496	117071	122924
	3 OR MORE	95,600	100380	105399	110669	116202	122013	128113	134519	141245
PHILADELPHIA COUNTY	1 TO 2	99,800	104790	110030	115531	121308	127373	133742	140429	147450
	3 OR MORE	116,400	122220	128331	134748	141485	148559	155987	163786	171976
READING MSA (Berks)	1 TO 2	70,000	73500	77175	81034	85085	89340	93807	98497	103422
	3 OR MORE	80,500	84525	88751	93189	97848	102741	107878	113272	118935
STATE COLLEGE MSA (Centre)	1 TO 2	75,000	78750	82688	86822	91163	95721	100507	105533	110809
	3 OR MORE	86,200	90510	95036	99787	104777	110015	115516	121292	127357
YORK MSA (York)	1 TO 2	70,800	74340	78057	81960	86058	90361	94879	99623	104604
	3 OR MORE	81,400	85470	89744	94231	98942	103889	109084	114538	120265
ALL OTHER COUNTIES Non Target	1 TO 2	84,000	88200	92610	97241	102103	107208	112568	118196	124106
	3 OR MORE	98,000	102900	108045	113447	119120	125076	131329	137896	144791

Prepared by & Return to:

(Contact and Department Name)

(Address of Lender)

PIN/ID Number: _____

Above space is intentionally left blank for recording data.

ASSIGNMENT OF MORTGAGE

For value received, the undersigned, _____, **(Originating Lender)** does hereby grant, sell, convey, assign and deliver unto the **PENNSYLVANIA HOUSING FINANCE AGENCY**, its successors and assigns, the following described Mortgage, together with the Note secured thereby:

Name of Original Mortgagor(s): _____

Secured by the real property located at: _____

Original Principal Amount of Mortgage: \$ _____ Mortgage Dated: _____

County Recorded in: _____ Municipality: _____

Recorded simultaneously with the above referenced Mortgage OR it must reference the mortgage information below if it is recorded at a later date.

The recording information is as follows: Mortgage Recording Date: _____ Record Book _____ Page _____ or Instrument Number: _____

IN WITNESS WHEREOF, the undersigned, has caused this **Assignment of Mortgage** to be executed by its duly authorized officer.

Date: _____

(ORIGINATING LENDER)

By: _____

Title: _____

Commonwealth of Pennsylvania

County of _____

This record was acknowledged before me on _____, 20____, by _____, who represents he/she is an authorized officer of _____ and that he/she executed the record for the purposes stated in the record.

Signature of Notarial Officer

CERTIFICATE OF RESIDENCE OF ASSIGNEE

The below officer certifies that the principal business and mailing address for this assignment and assignee is: PHFA, 211 North Front Street, Harrisburg, PA 17101

Prepared by & Return to:

(Contact and Department Name)

(Address of Lender)

PIN/ID Number: _____

Above space is intentionally left blank for recording data.

ASSIGNMENT OF MORTGAGE

For value received, the undersigned, Mortgage Electronic Registration Systems, Inc.(MERS) as Nominee for _____, (**Originating Lender**) does hereby grant, sell, convey, assign and deliver unto the **PENNSYLVANIA HOUSING FINANCE AGENCY**, its successors and assigns, the following described Mortgage, together with the Note secured thereby:

Name of Original Mortgagor(s): _____

Secured by the real property located at: _____

Original Principal Amount of Mortgage: \$ _____ Mortgage Dated: _____

County Recorded in: _____ Municipality: _____

Recorded simultaneously with the above referenced Mortgage OR if it is recorded at a later date it must reference the mortgage information below.

The recording information is as follows: Mortgage Recording Date: _____ Record Book _____ Page _____ or Instrument Number: _____

IN WITNESS WHEREOF, the undersigned, has caused this **Assignment of Mortgage** to be executed by its duly authorized officer.

Date: _____

MERS AS NOMINEE FOR _____

By: _____

Title: _____

Commonwealth of Pennsylvania

County of _____

This record was acknowledged before me on _____, 20____, by _____, who represents he/she is an authorized officer of _____ and that he/she executed the record for the purposes stated in the record.

Signature of Notarial Officer

CERTIFICATE OF RESIDENCE OF ASSIGNEE

The below officer certifies that the principal business and mailing address for this assignment and assignee is: PHFA, 211 North Front Street, Harrisburg, PA 17101

NEW LOAN TAX AND INSURANCE INFORMATION

(This form shall also be used as a tax certification form)

Please complete all sections

Mortgagor(s) Name(s) _____

Property Address _____

Previous Owner _____

Is this New Construction? YES NO

If this was a new construction, please estimate tax on as completed/fully assessed property.

List each tax collector that will collect a tax assessment for this property. All bills that are available and become delinquent or lose discount prior to the First Pay Date should be paid at closing. If they are not paid, an explanation must be listed on page two.

1. Type of tax: (Choose one) School County Township/Boro/Municipality

Tax Authority Name _____

Address _____

Phone No. _____

Tax ID/Parcel/Lot/Block # _____

Amount of last bill: _____ Date of Last Payment: _____

Amount of next bill: _____ Next (Discount) Due Date: _____

2. Type of tax: (Choose one) School County Township/Boro/Municipality

Tax Authority Name _____

Address _____

Phone No. _____

Tax ID/Parcel/Lot/Block # _____

Amount of last bill: _____ Date of Last Payment: _____

Amount of next bill: _____ Next (Discount) Due Date: _____

3. Type of tax: (Choose one) School County Township/Boro/Municipality

Tax Authority Name _____

Address _____

Phone No. _____

Tax ID/Parcel/Lot/Block # _____

Amount of last bill: _____ Date of Last Payment: _____

Amount of next bill: _____ Next (Discount) Due Date: _____

4. Hazard Insurance

Hazard Insurance Co. Name _____ Policy # _____

Address _____ Premium Amt. _____

Agent's Name _____

Agent's Address _____

Phone No. _____

5. Mortgage Insurance (Choose one) HUD Private Mortgage Insurance

Company Name _____ Premium Amt. _____

Certificate No. _____

FHA Case No. _____

How is premium paid? (check one) Monthly Annually

6. Flood Insurance (if applicable)

Insurance Co. Name _____ Policy # _____

Address _____ Premium Amt. _____

Agent's Name _____

Agent's Address _____

Phone No. _____

7. Mine Subsidence (if applicable) Department of Environmental Protection

Certificate # _____

Address _____ Premium Amt. _____

Agent's Name _____

Agent's Address _____

Phone No. _____

AVAILABLE TAXES NOT PAID BECAUSE: _____

Settlement Agent Name: _____ Phone # _____

Preparer's Signature: _____

Closer's Name: _____ Phone # _____



Pennsylvania Housing Finance Agency
Loan Servicing Division
P.O. Box 15057
Harrisburg, PA 17105-5057

Toll free: 855-827-3466
TTY: 800-654-5984
Mon-Fri, 8 a.m.-7 p.m.
www.PHFA.org

Re: Notice of Purchase and Servicing Transfer: _____, Loan No. _____

Dear

The Pennsylvania Housing Finance Agency (PHFA) has acquired your mortgage loan and will be servicing it. **EFFECTIVE IMMEDIATELY ALL PAYMENTS FOR YOUR MORTGAGE SHOULD BE SENT TO PHFA.** You may pay your bill online or set up automatic payments by visiting PHFA's Online Servicing Center at <https://borrowers.phfa.org/>. You may also call PHFA at 1.855.827.3466 to have an automatic payment authorization form mailed to you.

Your first payment is due on _____ . All payments are due on the 1st of each month. A late charge will be imposed if your payment has not been received by PHFA by the 16th of the month.

Partial Payment: As your lender, PHFA may hold partial payments in a separate account until you pay the rest of the payment, and then apply the full payment to your loan. If this loan is sold, your new lender may have a different policy.

The assignment of your mortgage is effective as of the date of your mortgage loan closing and is recorded in the office of the Recorder of Deeds in the county where your mortgaged property is located. As your servicer, PHFA will be collecting your mortgage loan payments from you. Nothing else about your mortgage loan will change. If you have any questions for either PHFA or for your originating lender about your mortgage loan or this transfer, please use the contact information below:

Servicer:

Pennsylvania Housing Finance Agency

Loan Servicing Division

P.O. Box 15057

211 North Front Street

Harrisburg, PA 17105-5057

Telephone: 1.855.827.3466

Originating Lender:

Telephone:

If you receive an insurance invoice for your home, please forward it to PHFA so we can pay it out of your escrow account. Your monthly mortgage payment amount may change based on PHFA's review of actual tax and insurance escrow invoices.

If you wish to write PHFA because you believe an error was made while servicing your mortgage or if you wish to request information about your mortgage, you must use the following address: **Pennsylvania Housing Finance Agency, ATTN: Qualified Written Request Department, P.O. Box 15057, Harrisburg, PA 17105-5057.**

You will soon be receiving a monthly billing statement from PHFA. Please use the payment coupon at the bottom of the monthly billing statement and mail it along with your check to the address listed on the payment coupon to ensure proper posting to your account. If you do not receive a billing statement before your first payment is due, please use the included temporary coupon for your payment and call PHFA at 1.855.827.3466.

Sincerely,

Kathryn Newton

Director of Loan Servicing



TEMPORARY PAYMENT COUPONS

You should be receiving a billing statement from PHFA in the near future. If you do not receive a billing statement before your first payment is due, please use the coupons below to make your payment and call PHFA at 1.855.827.3466.

Please note: if you have a Keystone Advantage Assistance Loan, please include a separate check and the second payment coupon for payment of your subordinate mortgage. If you do not have a Keystone Advantage Assistance Loan, you may disregard the second coupon.

**FIRST MORTGAGE
TEMPORARY PAYMENT COUPON**

**Please include a copy of this coupon with your payment*

Make check payable to PHFA & mail to:
<p>PENNSYLVANIA HOUSING FINANCE AGENCY Loan Servicing Division P.O. Box 15057 211 North Front Street Harrisburg, PA 17105-5057</p>

Account No.
<p>Borrower(s): Address:</p>

First Payment (Due on _____)
<p>\$</p>

**KEYSTONE ADVANTAGE ASSISTANCE LOAN
TEMPORARY PAYMENT COUPON**
(if applicable – disregard if incomplete)

**Please include a copy of this coupon with your payment*

Make check payable to PHFA & mail to:
<p>PENNSYLVANIA HOUSING FINANCE AGENCY Loan Servicing Division P.O. Box 15057 211 North Front Street Harrisburg, PA 17105-5057</p>

Account No.
<p>Borrower(s): Address:</p>

First Payment (Due on _____)
<p>\$</p>

FACTS	WHAT DOES PHFA DO WITH YOUR PERSONAL INFORMATION?
Why?	Financial companies choose how they share your personal information. Consumers have the right to limit some but not all sharing. We feel it is important to let you know how we collect, share and protect your information. Please read this notice carefully to understand what we do.
What?	The types of personal information we share depend on the product or service you have with us. This information can include: <ul style="list-style-type: none"> ▪ Social Security number, income and contact information ▪ Account balances and payment history ▪ Credit history and credit scores
How?	All financial companies need to share customers' personal information to run their everyday business. In the section below, we list the reasons financial companies can share their customers' personal information; the reasons PHFA chooses to share; and whether you can limit this sharing.

Reasons we can share your information	Does PHFA share?	Can you limit this sharing?
For our everyday business purposes —such as to process your transactions, maintain your account(s), respond to court orders and legal investigations, or report to credit bureaus	Yes	No
For our marketing purposes —to offer our products and services to you	Yes	No
For joint marketing with other financial companies	No	We Do Not Share
For our affiliates' everyday business purposes —information about your transactions and experiences	No	We Do Not Share
For our affiliates' everyday business purposes —information about your creditworthiness	No	We Do Not Share
For nonaffiliates to market to you	No	We Do Not Share
For nonaffiliates to provide free credit counseling	Yes	No

Questions?	Call 1-855-827-3466 or visit us online at www.phfa.org .
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Who we are

Who is providing this notice?

Pennsylvania Housing Finance Agency (PHFA)

What we do

How does PHFA protect my personal information?

To protect your personal information from unauthorized access and use, we use security measures that comply with federal law. These measures include computer safeguards and secured files and buildings.

How does PHFA collect my personal information?

We collect your personal information, for example, when you:

- Apply for a loan
- Make payments
- Give us your income, employment, or other information

We also collect your personal information from others, such as credit bureaus, credit counseling agencies, and other companies.

Why can't I limit all sharing?

Federal law allows consumers to limit only:

- Sharing for affiliates' everyday business purposes— information about your creditworthiness
- Affiliates from using your information to market to you
- Sharing for nonaffiliates to market to you

State laws and individual companies may give you additional rights to limit sharing.

Definitions

Affiliates

Companies related by common ownership or control. They can be financial and nonfinancial companies.

- *We do not share your personal information with affiliates.*

Nonaffiliates

Companies not related by common ownership or control. They can be financial and nonfinancial companies.

- *We may share with housing counseling agencies, but we do not otherwise share your personal information with nonaffiliates.*

Joint Marketing

A formal agreement between nonaffiliated financial companies that together market financial products or services to you.

- *We do not share your personal information for joint marketing.*

Other important information

Housing Counseling Agencies

PHFA contracts with housing counseling agencies to provide free credit counseling to consumers. All credit counseling services are confidential, and our network of housing counseling agencies are not permitted to sell or otherwise share your personal information except as required by law or for auditing purposes. Because these agencies do not share or sell your personal information, we may provide your contact information and limited account information to our network of housing counseling agencies.

Pennsylvania Housing Finance Agency Home Loan Closing Instructions

NOTE: All PHFA forms referenced in this document may be obtained at www.phfa.org/hop/lenders/. Feel free to call 717-780-3871 for the Homeownership Programs Division with any questions.

Lender please select type of PHFA Loan: Keystone Government Keystone Home Loan HFA Preferred Risk Sharing™
 FHA Streamline FHA Streamline Premium Mortgage Credit Certificate (MCC)

These closing instructions must be followed for the loan to be eligible for sale to PHFA. If there is a problem with any of the instructions being satisfied, do not close the loan. The following required items are in addition to the lenders closing instruction letter, they are specific to PHFA loans.

1. **Certified Copies.** Certify copies of the first mortgage, assignment, PHFA subordinate mortgage(s), & County or Local Assistance Program subordinate mortgage, if applicable. The certification on each document is a SIGNED statement verifying that the documents provided are true & correct copies of the originals that have been sent for recording.
2. **Property Address.** The address on mortgage, note, assignment & title policy must reflect the correct property address; typically this is the USPS mailing address but does not include post office box numbers. Please note that if the city differs from the township, boro, etc. this information can also be included within the address in parenthesis.
3. **First Payment Date.** The first payment date on the Note can be one of the following: 1) the first day of the second month following loan closing or 2) if it is closed within the first 5 calendar days of the month it could be the first of the month following loan closing. The latter is a “short term interest” or “interest credit” option.
4. **Original Instant Mortgagee Residential Short Form Title Policy.** The long form policy is also acceptable with the endorsements referenced below.
 - (a) A counter-signed policy is required on all PHFA loans. PHFA recommends the use of the Residential Short Form Title Policy because there is no need to require separate 100, 300 & 8.1 Endorsements. If the Short Form Policy includes an Addendum to Schedule B, these items must be acceptable to be included as outlined in Chapter 12 of the PHFA Sellers Guide. Please note if the policy references an agreement to remove minerals from the property an endorsement 1030 is required. When the traditional long form is used the following endorsements must be included with the policy:
 - 100 (If there are no restrictions, and an endorsement 100 is not being issued, this information must be stated on a signed letter to PHFA from the title agent regarding the missing endorsement 100.)
 - 300 except when a Condo or a PUD
 - 8.1 or 900 Environmental
 - 800 Condo or 801 PUD, when applicable
 - 1030 Mineral Rights endorsement. Endorsement 100 is not needed when the endorsement 1030 is purchased.
 - (b) Schedule A - the date of the policy should be the date of settlement and include the following: “or the date of the recording, whichever is later.”
 - (c) Schedule A - the name insured should be the name of the lender for example, “ABC Mortgage,” followed by “it successors and/or assigns”. Please don’t reference Secretary of HUD in the policy.
 - (d) There is no need to reference the assignment of the mortgage on schedule A.
 - (e) PHFA does not require an endorsement to reflect the recording data.
 - (f) The borrower’s names should be listed in the same manner on the Deed, Mortgage, Note, Assignment & Title Policy.

5. **PHFA Borrower Forms.** The following forms must be executed at closing and notarized, if applicable, for all PHFA KHL, HOMEstead or loans with MCCs:

- Recapture Tax Form (PHFA Form 4)
- Re-affirmation of Mortgagor's Affidavit (PHFA Form 3, page 5)
- Borrowers to sign their respective name affidavits, if necessary (**All loans types**)

6. Provide the **Co-Signer Certificate** (Form 21) if there is a non-occupying cosigner on the loan.

7. **Insurance Policies:** Homeowners', Flood and/or mine subsidence (if applicable) insurances must be pre-paid for a full 12 months - no installment payments are permitted (if it is listed as a POC on the HUD 1 it does not waive the proof of payment requirement); coverage must be effective the date of loan closing and include the following Mortgagee clause:

Pennsylvania Housing Finance Agency, Its Successors and/or Assigns
P.O. Box 15057, Harrisburg, PA 17105-5057

(Please do not reference Secretary of HUD on the insurance policies)

8. **Outstanding Taxes.** Tax Certification verifying payment of School, County and City/Twp or Boro taxes. PHFA's Form 27 may be used if fully completed listing all of the taxing authorities, tax amounts and discount dates & it must be signed by the lender.

9. **Hello/Goodbye Letter.** The mortgagor(s) must receive a copy of the 3 page PHFA Hello/Goodbye letter (PHFA Form 28). The On Line Loan Set-Up, which is completed via the PHFA Pipeline Plus requires certification that Form 28 was given to the mortgagor(s). This Form is required for PHFA First & Second Mortgages.

10. **Fees.** An Administration Fee no greater than \$1,000 (\$600 on FHA streamline & VA refis) may be charged to cover lender overhead. No additional overhead fees can be charged. Pass through fees for third party charges are allowed (credit report, appraisal, flood cert, etc.). A \$93 tax service fee payable to CoreLogic applies to all loans.

11. **Closing Disclosure.** The borrower's Closing Disclosure (CD) must also reflect all applicable sellers' fees in the transaction on page 2 of the CD. If a separate Seller's Closing Disclosure is not utilized, page 3 of the Closing Disclosure under the "Summaries of Transaction" section would also need to be completed under the Seller's Transaction section. All fees of the loan transaction must be disclosed.

12. **Cash Back at Closing (Purchase Transactions).** Cash back to the borrower is limited to \$100 in excess of reimbursement for POC items. Any additional funds must be reimbursed to the lender. If there is a PHFA subordinate closing cost/down payment assistance loans the principal reduction must be applied to this loan first (or the first mortgage when there is no PHFA second). (**Refinance Transactions**). Limited cash back permitted per applicable insurer/guarantor guidelines (FHA, VA, Fannie).

13. **Special Instruction for ALL Refinance Loan Products.** Proof of right of Rescission was given to each owner of the property.

14. **Advantage Loan (PHFA Second)** – If the funds were used, this mortgage must be in second lien position. This loan cannot have any additional charges on the CD other than the cost to record the mortgage & a reasonable notary fee which cannot exceed \$20.00. No additional fees are permitted since this loan is done in conjunction with the PHFA first mortgage to help the borrower qualify for the loan.

I do hereby certify that the above items have been completed and are enclosed.

Signature of Title Agent

Title

PENNSYLVANIA HOUSING FINANCE AGENCY
HOMEstead Downpayment and Closing Cost Assistance Loan Program
SUBORDINATE MORTGAGE NOTE

Date: _____, 20____

FOR VALUE RECEIVED, the undersigned _____, jointly, separately and severally (herein collectively "Borrower"), promise(s) to pay to the **PENNSYLVANIA HOUSING FINANCE AGENCY**, a public corporation and government instrumentality having its principal office at 211 North Front Street, P.O. Box 8029, Harrisburg, PA 17105 (herein "PHFA" or "Agency") or its order, at such place as PHFA may from time to time designate in writing, the principal sum of:

_____ Dollars (\$_____).

This Subordinate Mortgage Note (hereinbefore and hereinafter ("Note")) is accompanied by a Subordinate Mortgage dated this date on real property owned by the Borrower located at : _____.

1. HOME INVESTMENT PARTNERSHIP PROGRAM AND/OR AMERICAN DREAM DOWNPAYMENT INITIATIVE. This is a HOMEstead Program loan and funds loaned to the Borrower were provided by the U.S. Department of Housing and Urban Development either through the HOME Investment Partnership Program ("HOME Program") or the American Dream Downpayment Initiative ("ADDI") or some combination thereof. The funds are being supplied in the form of a non-interest bearing, deferred payment, forgivable loan. The HOME and ADDI programs require the Borrower to continue to use the property as their principal residence during a designated Affordability Period and to repay a portion of the funds should they fail to occupy the property for a portion of the Affordability Period. The Affordability Period applicable to this loan is based upon the amount of funds loaned to the Borrower as set forth in Paragraph 4 hereof. Funds loaned hereunder may only be used for approved downpayment and closing costs related to the purchase of the property described in the accompanying Subordinate Mortgage, and will be disbursed at the closing of that purchase. Borrower is aware that this HOMEstead loan is subject to federal regulations, which may change from time to time.

2. INTEREST. Interest shall not accrue on the sums advanced in connection with this Note, unless/until there is an Event of Default under the terms of this Note.

3. REPAYMENT. Borrower must repay the outstanding balance of this loan upon the occurrence of one of the following during the term of this loan and prior to the expiration of the Affordability Period set forth in Paragraph 4:

- A. The property is rented, sold, or transferred; or
- B. Borrower ceases to occupy the property which is secured by this loan as Borrower's primary residence; or
- C. Borrower defaults under the terms of this Note or the accompanying Subordinate Mortgage or defaults under the first mortgage obligation; or
- D. It is discovered that Borrower has submitted incomplete, false or misleading information in connection with this loan or Borrower's first mortgage loan, or fails to comply with any applicable federal or state laws.

4. TERM OF REPAYMENT AND AFFORDABILITY PERIOD.

A. Repayment of the Note and the Note Term (also known as the "Affordability Period") is determined by the amount of HOMEstead funds disbursed under this Note as follows:

- (i). 5-year Term = Loans of less than \$15,000.00 (i.e. up to \$14,999.99)
- (ii). 10-year Term = Loans of \$15,000.00 to \$35,000.00

B. The Note is forgivable in nature as per the following schedule:

- (i) 5-year Note = 20% of the original Note amount is forgiven each year on the anniversary date of the Note.
- (ii) 10-year Note = 10% of the original Note amount is forgiven each year on the anniversary date of the Note.

(iii) No credit shall be given for a portion of a year. For the above forgiveness percentages to apply the Borrower must own/occupy the residence for each full 12 month period.

C. If the Borrower becomes the subject of a foreclosure proceeding that results in the sale of part or all of the premises, any sums in excess of those paid to superior lien holders shall be paid to PHFA to apply to the outstanding balance of this loan. If there are insufficient funds to pay off this Note, PHFA may in its discretion waive the payment of any or all of the remaining outstanding loan balance.

D. Borrower shall be responsible for payment of all fees or costs associated with the satisfaction or release of the subordinate mortgage, either when the loan is paid off or after the end of the Affordability Period.

5. **PREPAYMENT.** Borrower may prepay the principal due on this Note in whole or in part at any time, without penalty.

6. **PRIMARY RESIDENCE.** The Borrower hereby agrees that the real property secured by the Subordinate Mortgage accompanying this Note shall at all times be the primary residence of the Borrower.

7. **DISCLOSURE STATEMENT BY BORROWER.** Borrower hereby affirms that he/she has submitted full, complete and accurate financial information in connection with this loan. Borrower further agrees to submit full and complete financial information to PHFA as requested by the Agency. In addition, Borrower promises to give PHFA immediate written notification of (1) any change of address, or (2) if and when the property is to be sold or transferred.

8. **ACCOMPANYING DOCUMENTS.** This Note is secured by a Subordinate Mortgage on the residence of the Borrower and by other loan documents (collectively the "loan documents"). All the terms, covenants, agreements, conditions, warranties and provisions contained in the loan documents are hereby incorporated in this Note. A breach by the Borrower of any of the terms of the loan documents shall also constitute a breach of the terms of this Note.

9. **REMEDIES.** In the event that the Borrower violates any terms of this Note or the loan documents, then PHFA may immediately declare the entire principal remaining due under the terms of this Note to be immediately due and payable, by giving written notice to the Borrower. If the sum due is not promptly paid, PHFA may then institute appropriate legal action in any court of competent jurisdiction, including the Court of Common Pleas of Dauphin County, Pennsylvania. In the event that it is necessary to institute such legal action, Borrower agrees to pay reasonable attorney's fees and costs, actually incurred by PHFA in enforcement of such a remedy. The remedies provided to PHFA in this Note are in addition to any remedy provided in the other loan documents.

10. **NOTICES.** Any notices required to be given pursuant to this Note may be given by either first class or registered or certified mail. Notices shall be sent to the addresses indicated in this Note, unless either party notifies the other in writing of a change of address.

11. **TIME OF ESSENCE.** Time is of the essence with respect to each and every provision of this Note.

IN WITNESS WHEREOF, intending to be legally bound, the Borrower has executed this Note on the date written above.

WITNESS:

Borrower

Borrower

Mortgage Loan Officer Signature & NML#:

Name

NMLS Number:

Prepared by & Return to:

(Contact and Department Name)

(Address of Lender)

PIN/ID Number: _____

Above space is intentionally left blank for recording data.

**PENNSYLVANIA HOUSING FINANCE AGENCY
SUBORDINATE MORTGAGE**

THIS MORTGAGE, entered into this _____ day of _____,
20____, by _____ and _____ between

_____ ("Borrower(s)"),

AND

the PENNSYLVANIA HOUSING FINANCE AGENCY, ("PHFA" or "AGENCY"), a public corporation and government instrumentality, created by and existing pursuant to the Housing Finance Agency Law (35 P.S. § 1680.101 et seq., as amended, hereinafter referred to as "Act"), having its principal office at 211 North Front Street, City of Harrisburg, County of Dauphin, Commonwealth of Pennsylvania.

WHEREAS, Borrower is indebted to PHFA in the principal amount of _____ (\$ _____) Dollars, which indebtedness is evidenced by a Subordinate Mortgage Note dated this date, providing for the payment of principal and interest when required pursuant to its terms.

This Mortgage is given by the Borrower to PHFA to secure any and all sums loaned by PHFA to the Borrower pursuant to _____ the _____ Agency's _____ Program. The sums secured by this Mortgage are evidenced by a Subordinate Mortgage Note (hereinafter "Note") between the parties and includes sums advanced by PHFA to the Borrower or on behalf of the Borrower in connection with closing costs, fees and expenses associated with the purchase of the real property described below.

To secure the repayment of such sums, Borrower does hereby mortgage, grant and convey to PHFA the following described real property, located in the County of _____, Commonwealth of Pennsylvania, which real property has the address of _____, and is described as follows:

See Appendix "A" attached hereto and incorporated herein.

TOGETHER with all the improvements now or hereafter erected in the property, and all easements, rights, appurtenances, rents, royalties, mineral, oil and gas rights and profits, water rights and water stock, and all fixtures now or hereafter attached to the property, all of which including replacements and additions

thereto, shall be deemed to be and remain a part of the property covered by this Mortgage (herein the "Property").

BORROWER COVENANTS AND AGREES AS FOLLOWS:

1. **BORROWER'S COVENANT.** Borrower covenants and warrants that Borrower lawfully owns the Property hereby conveyed and has the right to mortgage, grant and convey the Property to PHFA.

2. **REPAYMENT.** Borrower shall repay the sums advanced in connection with this Subordinate Mortgage in accordance with the terms contained in the Note of even date, which is incorporated herein in its entirety. In the event there is more than one Borrower, the obligation of each shall be joint and several.

3. **INTEREST.** Interest shall not accrue on the sums advanced pursuant to this mortgage.

4. **PREPAYMENT PERMITTED.** The Borrower may repay the sums loaned pursuant to this Mortgage, in whole or in part, at any time without penalty.

5. **PRIMARY RESIDENCE.** At all times this loan is outstanding Borrower must occupy the property as a primary residence. This requirement shall automatically terminate following a transfer pursuant to a foreclosure sale to the first mortgagee, a deed-in lieu of foreclosure to the first mortgagee or an assignment of the first mortgage to the Secretary of the Department of Housing and Urban Development.

6. **DEFAULT.** If Borrower fails to make timely payments of principal and interest, or discontinues use of the property as a primary residence, as required by this Mortgage or the Note, or if Borrower violates any other term of this Mortgage or the Note or any other loan document, PHFA may declare this Mortgage to be in default, and PHFA may accelerate all outstanding indebtedness, by declaring all sums remaining due under this Mortgage to be immediately due and payable in their entirety. In such event, PHFA may institute an action of mortgage foreclosure against Borrower, or such other form of civil action as is determined appropriate by PHFA. If it is necessary for PHFA to institute such legal action, Borrower agrees that Borrower will pay all costs and reasonable attorney's fees actually incurred by PHFA.

7. **PRESERVATION AND MAINTENANCE OF PROPERTY.** Borrower shall maintain the Property in good repair and shall not commit waste or permit impairment or deterioration of the Property.

8. **INSPECTION.** PHFA may make or cause to be made reasonable entries upon and inspection of the Property, provided that PHFA shall give Borrower notice prior to any such inspection specifying reasonable cause therefor related to PHFA's interest in the Property.

9. **TAXES AND INSURANCE.** Borrower agrees that all real estate taxes, water and sewage charges, and other charges that are levied against the Property will be paid in a timely manner. Borrower further agrees that he/she will maintain adequate liability and hazard insurance to protect the Property against risk of loss, and that PHFA will be named as a Mortgagee on any such policy.

In the event that Borrower fails to maintain adequate liability and hazard insurance, PHFA may obtain such coverage and add its cost to the amount owed to PHFA by Borrower.

10. **CONDEMNATION.** The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of the Property, or part thereof, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to PHFA in an amount sufficient to satisfy any outstanding indebtedness owed to PHFA.

11. **REMEDIES CUMULATIVE.** All remedies provided in this Mortgage are distinct and cumulative to any other right or remedy under this Mortgage, the Note or the other loan documents, or afforded by law or in equity, and may be exercised concurrently, independently or successively.

12. **FORBEARANCE BY PHFA NOT A WAIVER.** Any forbearance by PHFA in exercising any right or remedy hereunder, or otherwise afforded by applicable law shall not be a waiver or preclude the exercise of any such right or remedy at any time.

13. **GOVERNING LAW: SEVERABILITY.** This Mortgage shall be governed by the laws of the Commonwealth of Pennsylvania. In the event that any provision or clause of this Mortgage or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Mortgage or the Note

which can be given effect without the conflicting provision, and to this end, the provisions of the Mortgage and Note are declared to be severable.

14. **SUCCESSORS AND ASSIGNS BOUND.** The covenants and agreements herein contained shall bind, and the rights hereunder shall inure to, the respective successors, administrators, executors and/or assigns of PHFA and Borrower.

15. **NOTICE.** Except for any notice required under applicable law to be given in another manner, (a) any notice to Borrower provided for in this Mortgage shall be given by mailing such notice by first class or registered or certified mail addressed to Borrower at the Property address or at such other address as Borrower may designate by notice to PHFA as provided herein, and (b) any notice to PHFA shall be given by first class or registered or certified mail, return receipt requested, to PHFA's address stated herein or to such other address as PHFA may designate by notice to Borrower as provided herein. Any notice provided for in this Mortgage shall be deemed to have been given to Borrower or PHFA when given in the manner designated herein.

16. **RIGHT OF FIRST REFUSAL (HOMESTEAD LOANS ONLY).** If this is a HOMESTEAD Loan, the Agency shall have a right of first refusal to purchase the property before foreclosure pursuant to 24 C.F.R. § 92.254.

IN WITNESS WHEREOF, and intending to be legally bound hereby, Borrower has executed this Mortgage on the day and year first above written.

WITNESS:

Borrower

Borrower

Commonwealth of Pennsylvania

County of _____

This record was acknowledged before me on _____, 20____, by

_____, who

represents he/she executed the record for the purposes stated in the record.

Signature of Notarial Officer

I hereby certify that principal place of business and complete address of PHFA (Mortgagee) is Pennsylvania Housing Finance Agency, 211 North Front Street, Harrisburg, PA 17101.

AFTER RECORDATION, THIS MORTGAGE IS TO BE MAILED TO:
(Participating Lender's name and address)

By:

Closing Agent for Mortgagee

Mortgage Loan Officer's Name:

NMLS Number:

Lender:

NMLS Number:

Compliance Inspection Report

U.S. Department of Housing and Urban Development
Office of Housing
Federal Housing Commissioner

OMB No. 2502-0189
(exp. 7/31/98)

Note: Reports of Final and Repair Compliance Inspections left at site always require reviewer's signature to be Official. Consult mortgagee for official reports.

Builder's Name and Address	a. <input type="checkbox"/> Report not left at site. b. <input type="checkbox"/> Report not official without reviewer's signature.	FHA Case Number <hr/> Date of Inspection (mm/dd/yyyy)
Mortgagee's Name and Address	Property Address	

I. Inspection of On-Site Improvements Reveals

- | | |
|--|---|
| 1. Construction <input type="checkbox"/> was, <input type="checkbox"/> was not begun prior to the date of mortgage insurance approval shown on the commitment, statement of appraised value or "Early Start" letter. (Applies to the initial report on new construction)
2. <input type="checkbox"/> Builder other than named in application
3. <input type="checkbox"/> Unable to make inspection. (Explain below)
4. <input type="checkbox"/> Accepted construction exhibits not available at site
5. <input type="checkbox"/> Individual Sewage disposal system; <input type="checkbox"/> Individual Water supply system
<input type="checkbox"/> No noncompliance. <input type="checkbox"/> Correction essential as explained below.
<input type="checkbox"/> Submit Health Department letter
6. <input type="checkbox"/> Correction req'd. by rpt. dated _____ not acceptably completed
7. <input type="checkbox"/> Repairs required by form HUD-92800.5B not acceptably completed
8. <input type="checkbox"/> Correction essential as explained below
<input type="checkbox"/> a. Will examine at next inspection
<input type="checkbox"/> b. Do not conceal until reinspected
9. <input type="checkbox"/> No noncompliance observed | 10. <input type="checkbox"/> Acceptable variations as described below (Request for Change, form HUD-92577, may be submitted).
11. <input type="checkbox"/> Extensive noncompliance as explained below (see IV.A below)
12. <input type="checkbox"/> On-site improvements acceptably completed subject to receipt of certification that mortgagee's inspection reveals satisfactory completion of all items listed below.
13. <input type="checkbox"/> On-site improvements acceptably completed except items listed below, completion of which is delayed by conditions beyond control of the builder (see IV.B below).
14. <input type="checkbox"/> On-site improvements acceptably completed
15. <input type="checkbox"/> Off-site improvements
<input type="checkbox"/> a. Correction/Completion essential as explained below
<input type="checkbox"/> b. Completion assured by escrow agreement or governing authority
<input type="checkbox"/> c. Acceptably completed |
|--|---|

II. Explanation of statements checked in Parts I and III

	<input type="checkbox"/> Initial Inspection <input type="checkbox"/> Framing Inspection <input type="checkbox"/> Final Inspection <input type="checkbox"/> Other (explain) <input type="checkbox"/> Repair Inspection	Inspection Number	
No.		No.	

Certification: I certify that I have carefully inspected this property on this date. I have no personal interest, present or prospective, in the property, applicant, or proceeds of the mortgage. To the best of my knowledge I have reported all noncompliance, work requiring correction, and unacceptable work.

Warning: HUD will prosecute false claims and statements. Conviction may result in criminal and/or civil penalties. (18 U.S.C. 1001, 1010, 1012; 31 U.S.C. 3729, 3802)

Signature	Date (mm/dd/yyyy)	<input type="checkbox"/> Fee Inspector <input type="checkbox"/> Appraiser <input type="checkbox"/> DE Staff Inspector <input type="checkbox"/> HUD Inspector	ID Number
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III. Specific Conditions Required by the HUD-92800.5B, Not Requiring Field Inspection

16. <input type="checkbox"/> Submit items or resubmit incomplete items as noted above.	17. <input type="checkbox"/> Acceptable Compliance with all specific conditions not requiring field inspection.	18. <input type="checkbox"/> Submit Termite Soil Treatment Guarantee. <input type="checkbox"/> None
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Approved	Signature	Date (mm/dd/yyyy)	<input type="checkbox"/> Direct Endorsement Underwriter <input type="checkbox"/> Chief Architect <input type="checkbox"/> Deputy	ID Number
<input type="checkbox"/> as modified by me				

IV. To Mortgagee: When signed below, refer to the statement on the back corresponding to the designation checked.

<input type="checkbox"/> A. Noncompliance <input type="checkbox"/> (a) Variations from exhibits. <input type="checkbox"/> (b) Unacceptable construction. <input type="checkbox"/> (c) Premature construction.	<input type="checkbox"/> B. Compliance -- Incomplete Items. "Mortgagee's Assurance of Completion", HUD-92300, may be submitted. for completion \$ _____ not later than:(mm/dd/yyyy)	<input type="checkbox"/> C. Final Acceptance. Closing papers may be submitted provided mortgage credit analysis is acceptable
Signature	Date (mm/dd/yyyy)	<input type="checkbox"/> Direct Endorsement Underwriter <input type="checkbox"/> Director of Housing Development <input type="checkbox"/> Deputy
		ID Number

For HUD Use Only for concurrence of Direct Endorsement Processing of this Compliance Inspection Report. If signed, this final report is considered processed by HUD and, thereby, convertible to the Veterans Administration.	Signature of HUD Authorized Agent
	Date (mm/dd/yyyy)

See the statement below that corresponds to the designation checked on the front of the form under section "IV. To Mortgagee".

A. Noncompliance. Construction is not acceptable or all specific conditions have not been fulfilled in accordance with the terms of the related commitment because of :

- (a) Variations from Exhibits.** Inspection reveals extensive non compliance, involving variations from accepted construction exhibits. The property will be considered ineligible for mortgage insurance (1) unless the work has been corrected so as to effect compliance, or (2) unless reprocessing is requested on the basis of the mortgage security as it is now being constructed, and this is found to be acceptable. Requests for reprocessing must be accompanied by a letter, in duplicate, fully describing the work as now being constructed, signed by the mortgagor and approved by the mortgagee. Where the plan arrangement, or either the exterior or interior appearance is affected, the mortgagor's letter must be accompanied by drawings, in duplicate, fully indicating the variations and signed by both the mortgagor and the mortgagee.
- (b) Unacceptable Construction.** Construction reveals extensive noncompliance with applicable FHA requirements or good construction practice. The property will be considered ineligible for mortgage insurance until construction has been corrected so as to effect compliance.
- (c) Premature Construction.** Inspection reveals that construction was begun prior to the date of approval for mortgage insurance (in noncompliance with the commitment or statement of appraised value).

B. Compliance. (with incomplete items)

Construction of on-site improvements has been acceptably completed except for any items listed on the front of this form. Completion of those items is delayed by conditions beyond the parties' control. The property will considered acceptable for mortgage insurance and closing papers may be submitted provided:

- (a)** All required off-site improvements have been acceptably completed and so reported, or their completion has been assured by an acceptable "Mortgagee's Assurance of Completion" form, and;
- (b)** All specific conditions not requiring field inspection as indicated on the front of this form have been acceptably fulfilled or evidence of compliance is submitted with the closing papers, and;
- (c)** The closing papers are accompanied by form HUD-92300, "Mortgagee's Assurance of Completion," properly executed and providing for withholding the sum indicated, or by indicating the sum is available on a commercial letter of credit, and for completion of construction not later than the date stated on the front of this form.

C. Final Acceptance

Construction has been completed and all specific conditions have been acceptably fulfilled. Closing papers may be submitted provided the mortgagee's credit analysis of the borrower is acceptably completed. Evidence of compliance with specific conditions not requiring field inspection as indicated on the front of this form may be submitted with the closing papers.