

ILLINOIS HOUSING DEVELOPMENT AUTHORITY

AFFIDAVIT OF SELLER

IT MAY BE A FEDERAL OFFENSE PUNISHABLE BY A MAXIMUM OF A \$5,000 FINE, TWO YEARS IMPRISONMENT, OR BOTH, KNOWINGLY TO MAKE A FALSE STATEMENT IN THIS AFFIDAVIT (TITLE 18 UNITED STATES CODE, SECTION 1014). READ THIS AFFIDAVIT CAREFULLY TO BE SURE THE INFORMATION IN IT IS TRUE AND COMPLETE BEFORE SIGNING THIS FORM. ALL QUESTIONS MUST BE ANSWERED COMPLETELY. THE INFORMATION PROVIDED IN THIS AFFIDAVIT IS SUBJECT TO VERIFICATION BY THE ILLINOIS HOUSING DEVELOPMENT AUTHORITY AND THE ORIGINATING LENDER OR ITS AGENTS.

STATE OF ILLINOIS)
) SS.
COUNTY OF _____)

I (we) have entered into a real estate sales contract (the "Sales Contract") with the buyer or buyers named in that Sales Contract (the "Buyer") to sell to the Buyer the residence described in the Sales Contract (the "Residence"). In order to finance the purchase of the Residence, the Buyer has applied for a mortgage loan (the "Mortgage Loan") from the Illinois Housing Development Authority (the "Authority"). I (we) declare and state, as an essential part of the Buyer's Mortgage Loan application, as follows:

A. RESIDENCE REQUIREMENTS

(1) The Residence is located at the following address: _____, _____, Illinois.

(2) The Sales Contract requires me (us) to surrender possession of the Residence to the Buyer not more than 60 days after the closing of the sale of the Residence to the Buyer (the "Closing Date").

(3) The Residence consists of real estate (or an interest in real estate) upon which there is located or (in the case of new construction) will be built a structure designed for use as a residence.

(4) Neither the Buyer, anyone related to the Buyer, nor any person who, to my (our) knowledge, is acting on behalf of the Buyer (directly or indirectly) has asked me (us), anyone related to me (us) or anyone acting on my (our) behalf (directly or indirectly), (a) to acquire any land not owned by me (us) at the time the Buyer first indicated an interest in purchasing the Residence for the purpose of selling it to the Buyer as part of the purchase of the Residence or (b) to increase the amount of land originally offered for sale by me (us) in connection with the Residence.

(5) If the Residence is a two, three or four family residence, it was first occupied as a residence at least five years prior to the execution of the mortgage securing the Mortgage Loan. [Note: this paragraph does not apply if the Residence is new construction.]

B. PURCHASE PRICE REQUIREMENTS

(6) Except for the Sales Contract and other contracts listed below (together, the "Contracts"), neither I (we), nor any person acting on my (our) behalf (directly or indirectly), nor any party related to me (us) has entered into any contract, arrangement or understanding with the Buyer, or anyone related to Buyer, or any person who, to my (our) knowledge, is acting on behalf of the Buyer (directly or indirectly), relating to (i) the purchase of the Residence and any related personal property or fixtures, (ii) the furnishing of any services (including, but not limited to painting, plastering, landscaping) in connection with the construction and improvement of Residence, (iii) the completion, addition, or re-equipping of the Residence or (iv) the sale of any other real or personal property in connection with the Residence.

Other Contracts (if none, write "NONE"): _____

(7) Except for any fixtures* listed and valued in the Contracts, no fixtures relating to the residence that were used by me (us) are being removed without replacement or substitution by me (us).

****fixtures**** means an article that was once personal property, but has been installed in or attached to land or a building in such a permanent manner so that such article is regarded as part of the real estate. Examples of articles that ARE fixtures are the kitchen sink, furnace, toilets, linoleum flooring, water pipes, screens and storm windows specifically fitted to the residence. Stoves, ranges, refrigerators, washers and dryers in a single family residence are NOT fixtures.

(8) The total amount to be paid to me (us), anyone related to me (us) or to anyone acting on my (our) behalf (directly or indirectly) for the sale of the Residence, whether under the terms of the Contracts or otherwise is \$ _____.

INITIAL ____ & ____

(Complete Paragraph 9 only if Residence is new construction)

(9) The Residence has never been occupied. The following standard "fixtures" (as that term is defined in Paragraph 7 above) normally included in residences that I (we) construct that are similar to the Residence have been omitted (if none, write "NONE"):

<u>Deleted Fixture</u>	<u>Price Reduction</u>
_____	_____
_____	_____

These fixtures were not included at the request of the homebuyers: Yes No

The following areas of the Residence, normally finished on residences that I (we) construct, were left unfinished (if none, write "NONE"):

<u>Unfinished Area</u>	<u>Price Reduction</u>
_____	_____
_____	_____

These areas were left unfinished at the request of the homebuyers: Yes No

C. NEW MORTGAGE

(10) Except to the extent the Mortgage Loan proceeds are used to pay or replace either (a) a construction period loan provided by me (us) or (b) a bridge loan or similar temporary initial financing which has a term of 24 months or less, no part of the Mortgage Loan proceeds will be used to refinance or replace the Buyer's existing mortgage or other owner financing provided by me (us). I (we) understand that conditional land sale contracts or leases with an option to purchase are considered existing loans or mortgages for the purposes of this Paragraph.

D. TITLE

(11) Title to the Residence is currently held by (check the applicable box):

- an individual(s) a land trust other
 a partnership a corporation

If title is held by a corporation or partnership I (we) warrant and represent that the corporation or partnership has authorized the sale of the Residence by all requisite corporate or partnership action, and that I (we) have been duly authorized to execute this affidavit by the corporation or partnership, in each case as appropriate.

If title is held by a land trust I (we) represent and warrant that I (we) have been authorized by all beneficiaries of the land trust to execute this affidavit.

IF SELLER IS AN INDIVIDUAL, A PARTNERSHIP OR A BENEFICIARY OF A LAND TRUST, ONLY COMPLETE SECTION 1. IF SELLER IS A CORPORATION, ONLY COMPLETE SECTION 2.

INITIAL ___ & ___

SECTION 1

NOTE: COMPLETE THIS PAGE IF SELLER IS AN INDIVIDUAL, A PARTNERSHIP OR BENEFICIARY OF A LAND TRUST.* IF SELLER IS A CORPORATION, GO TO NEXT PAGE.

* If title is held in a land trust, by signing this Affidavit the undersigned certify that they have the power of direction for the land trust.

DATED this ____ day of _____, _____
(Seller)

(Seller)

STATE OF ILLINOIS)
) SS.
COUNTY OF _____)

I, _____, a Notary Public in and for said county and state, certify that _____, personally known to me to be the same person(s) whose names(s) was (were) subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that she/he (they) signed and delivered such instrument as her/his (their) free and voluntary act, for the uses and purposes set forth in it.

Given under my hand and official seal this ____ day of _____.

My commission expires: _____
Signature

Notary Public (Seal)

~ stop ~

THE FOLLOWING SECTION IS TO BE COMPLETED AND SIGNED AT THE CLOSING

REAFFIRMATION AT CLOSING:

(may be completed by an agent or representative of Seller)

From the date that this Affidavit of Seller was originally signed through today's date, no changes in the circumstances relating to the sale the Residence to the Buyer have occurred, and the information and representations set forth in this Affidavit of Seller were from the date originally signed through today's date, and are still on today's date, true, correct and complete.

DATED this ____ day of _____, _____
(Seller)*

(Seller)*

*If not Seller, designate capacity signed

STATE OF ILLINOIS)
) SS.
COUNTY OF _____)

I, _____, a Notary Public in and for said county and state, certify that _____, personally known to me to be the same person(s) whose names(s) was (were) subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that she/he (they) signed and delivered such instrument as her/his (their) free and voluntary act, for the uses and purposes set forth in it.

Given under my hand and official seal this ____ day of _____.

My commission expires: _____
Signature

Notary Public (Seal)

INITIAL__ & __

SECTION 2

NOTE: COMPLETE THIS PAGE ONLY IF SELLER IS A CORPORATION. The signature need not be attested to unless such attestation is required by the By-Laws, Articles or Certificate of Incorporation.

Date: _____

Seller's Name: _____

By: _____

Title: _____

ATTEST:

By: _____

Title: _____

STATE OF ILLINOIS)
) SS.
COUNTY OF _____)

I, _____, a Notary Public in and for said county and state, certify that _____, personally known to me to be the same person(s) whose names(s) was (were) subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that she/he (they) signed and delivered such instrument as her/his (their) free and voluntary act, for the uses and purposes set forth in it.

Given under my hand and official seal this _____ day of _____.

My commission expires: _____

_____ Signature

Notary Public (Seal)

~ stop ~

THE FOLLOWING SECTION IS TO BE COMPLETED AND SIGNED AT THE CLOSING

REAFFIRMATION AT CLOSING:

(may be completed by an agent or representative of Seller)

From the date that this Affidavit of Seller was originally signed through today's date, no changes in the circumstances relating to the sale of the Residence to the Buyer have occurred, and the information and representations set forth in this Affidavit of Seller were from the date originally signed through today's date, and are still on today's date, true, correct and complete.

DATED this _____ day of _____.

_____ (Seller)*

_____ (Seller)*

*If not Seller, designate capacity signed

STATE OF ILLINOIS)
) SS.
COUNTY OF _____)

I, _____, a Notary Public in and for said county and state, certify that _____, personally known to me to be the same person(s) whose names(s) was (were) subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that she/he (they) signed and delivered such instrument as her/his (their) free and voluntary act, for the uses and purposes set forth in it.

Given under my hand and official seal this _____ day of _____.

My commission expires: _____

_____ Signature

Notary Public (Seal)

INITIAL ___ & ___