

**MAINE STATE HOUSING AUTHORITY  
HOME MORTGAGE PROGRAM  
SELLER AFFIDAVIT**

**Borrower Name:**

**Co-Borrower Name:**

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_, ss.

The undersigned, (hereinafter collectively referred to as the "Seller", "I", "Me", or "My"), after first being duly sworn, state(s) as follows:

1. The Seller is selling to \_\_\_\_\_  
(the "Purchaser"), certain land and/or improvements located at \_\_\_\_\_  
\_\_\_\_\_(Property Address) pursuant to an executed Purchase & Sale Agreement ("the Agreement").

2. Acquisition Cost. The price stated in the Agreement between the Purchaser or Purchasers (or a related party for the benefit of the Purchaser) and the Seller (or a related party to or for the benefit of the Seller) represents the complete agreement including the price of all fixtures, and reflects any indebtedness assumed or incurred by the Purchaser or anyone acting on his or her behalf directly or indirectly including any special assessments.

3. New Mortgage. I understand that a long-term mortgage loan includes a conventional mortgage given by a bank or a seller and a bond-for-deed and does not include either a construction loan having a term not substantially in excess of the expected construction period or a bridge loan or similar temporary financing which has a term of 24 months or less. No part of the proceeds of the mortgage loan will be used directly or indirectly to repay an existing long-term mortgage loan made to the Purchaser or to any person acting on behalf of the Purchaser by me or by any person acting on my behalf.

4. Two, Three and Four Unit Residences. If the Residence consists of two, three, or four units, the structure was first used as a residence more than five years before the date of this affidavit.

5. Commercial Use. Except for the rental of units in two-to-four unit properties described in the preceding paragraph, no more than 15% of the area of the Residence is specifically designed for any use in trade, business or commerce.

6. Property Status (check one) The property:

a. \_\_\_\_\_ is a newly constructed home which has not been occupied previously other than by Purchaser.

b. \_\_\_\_\_ is an existing home which has been occupied previously other than by Purchaser.

7. New Homes; Completion. If the Residence has not been previously occupied, all areas and facilities required by any applicable building codes or which are normally provided in a residence of this type (other than on an optional basis) have been provided and are complete.

8. Power of Attorney. An Attorney in Fact is prohibited from signing as the Seller under a Power of Attorney, unless the Seller is either mentally or physically incapacitated or on active military duty and unavailable due to military assignment.

Seller: \_\_\_\_\_ Signature  
Printed Name: \_\_\_\_\_

Seller: \_\_\_\_\_ Signature  
Printed Name: \_\_\_\_\_

Subscribed and sworn to before me on \_\_\_\_\_, 20\_\_\_\_\_

\_\_\_\_\_  
Signature  
Printed Name:  
Notary Public/Attorney-at-Law  
Commission expires: \_\_\_\_\_

Notaries Public must have each person signing as Seller raise their hand and elicit an affirmative response to the following oath: "DO YOU (SWEAR/AFFIRM) THAT YOU HAVE READ AND UNDERSTOOD THIS SELLER AFFIDAVIT AND THAT THE STATEMENTS WITHIN ARE TRUE BASED UPON YOUR PERSONAL KNOWLEDGE OR WHERE BASED UPON INFORMATION AND BELIEF YOU BELIEVE THEM TO BE TRUE (SO HELP YOU GOD)?"