

MARYLAND DEPARTMENT OF HOUSING
AND COMMUNITY DEVELOPMENT
COMMUNITY DEVELOPMENT ADMINISTRATION
MARYLAND MORTGAGE PROGRAM (MMP)
MARYLAND HOMECREDIT PROGRAM (MHCP)

SELLER'S AFFIDAVIT

Instructions

- Please complete all questions on this Affidavit.
- Check true statements and fill in blanks.
- If you need help, please ask the Lender's representative.
- This Affidavit is an essential part of your Buyer's application to the Lender for a Mortgage Loan or for mortgage credit certificates.
- The Buyer's application cannot be accepted unless you complete and return this Affidavit to the Lender.
- You will be required to execute a second Affidavit on the date of closing confirming the information you give here.
- The Lender and the Maryland Community Development Administration must rely on your statements in this Affidavit to assure that the Buyer qualifies for the Mortgage Loan or the issuance of mortgage credit certificates. **False, incomplete, or fraudulent statements may cause a penalty of \$10,000, default and foreclosure on the mortgage, or revocation of mortgage credit certificate in addition to other tax or state law penalties.**

A. *Address of Residence to be Sold*

B. *Names of Buyers*

C. Prior Use

1. Yes___ No___ The Residence has been used by us exclusively as our residence. If No, please describe other uses, such as a model home, rental property or business office.

D. Purchase by Seller

2. We acquired the Residence in _____ (month and year).

[Check (a) or (b):]

3a. ___ We presently occupy the Residence.

3b. ___ We have not occupied the Residence since _____ (month and year).

E. Purchase Price

3. The contract price for purchase of the Residence is \$_____.

4. This is ___ is not ___ the entire amount to be paid for the Residence. There are no side agreements for the Residence.

5. Other than the amounts set forth in the Sales Contract, state whether there are any arrangements concerning the following:

(a) Yes___ No___ The sale of the Residence and any related personal property or fixtures.

(b) Yes___ No___ The furnishing of any services (e.g., painting, plastering, and landscaping) to be performed by any persons other than a spouse, parent, brother, sister or child of a Buyer in connection with the Residence.

(c) Yes___ No___ Completion, addition to, or re-equipping of the Residence.

(d) Yes___ No___ The purchase of any other real or personal property in connection with the purchase and occupancy of the Residence.

F. Surrender of Residence

6. Yes___ No___ Under the terms of the Sales Contract, we are obligated to surrender possession of the Residence to the Buyer at closing or no later than 60 days after the closing of the sale transaction.

