

Maryland Mortgage Program

Standard Pre-Closing Compliance Loan Package #1



FOR USE WITH ANY 1ST TIME ADVANTAGE, HOMESTART, HOMEABILITY, MONTGOMERY HOMEOWNERSHIP, AND SMARTBUY LOANS

- This pre-closing compliance package includes the MMP forms and attachments always required for any 1st Time Advantage product, SmartBuy, HomeStart, HomeAbility, or Montgomery Homeownership transaction. The documents have been assembled into one package for your convenience; they were previously listed separately under PRE-CLOSING: DOCUMENTS THAT ARE ALWAYS REQUIRED. Review the applicable checklist (Attachment CC) to determine what additional documentation is required.
- This is a coversheet to assist only and should not be submitted with your package.
- Loan Packages should only be submitted once they are **complete with all required documentation** on the applicable checklist. The Underwriting Transmittal (1008, HUD 92900-LT, or VA 26-6393) must be the final copy that validates the qualifying income and ratios and is signed by the underwriter.
- Submitting completed documentation using Lender Online is a **two-step process, UPLOAD and SUBMIT**. Normally the package will be reviewed within two business days. Check in Lender Online for conditions/approval.
- If your reservation includes a DPA loan, then you must also review the applicable checklist (Attachment DD) to determine what additional second mortgage docs are needed and submit that package using Lender Online under the second mortgage tab. (DPA loan docs should not be included in first mortgage tab). Again, please note submitting is a **two-step process, UPLOAD and SUBMIT under the Second Mortgage Tab**.
- Reserving the loan locks the rate and funds for 105 days (no extensions). After that the loan will be cancelled. Lender compensation is based on the number of days between reservation and purchase by the master servicer. The most recent directive can be found here: [Directive 2025-03](#)
- A guide to the program codes is found here: [MMP Program Code Guide](#)
- Any changes to a loan reservation (name, code, loan amount, DPA, etc.) **requires an Attachment R**, which gets emailed to the address included at the top of the form. Changing the type of loan may change the rate. An Attachment R is downloaded from the loan documentation page or using this link [Attachment R-Request for Change to Reservation of Funds \(Fillable\)](#)
- If you are aware of a correction(s) or change(s) to any of the reservation data before submitting the preclosing file, please process an Attachment R and print an updated loan registration for your initial submission package. Do not submit the Attachment R to Lender Online with your package as this only holds up getting your file assigned to an underwriter for review.
- After a loan has been approved for pre-closing compliance, the lender will have access to download the closing package, which would include the loan documents for the second DPA Lien, if applicable.
- Post-closing compliance is also required for all loan products, after the loan has closed.

MMP Income Eligibility Worksheet and Lender Certification

1. **Residents and Income.** Income from **all household members**, except the income of full-time high school or undergraduate students, unless such a person is a borrower (**See MMP Lender’s Manual**) must be included in the total calculation to determine income eligibility in accordance with the definition of income as stated in Section 143 of the Internal Revenue Code of 1986, as amended. Total household income for MMP may not exceed the program maximums.

Income, as it applies to **each household member who will reside in the mortgaged property**, must be entered on the corresponding lettered column for each resident listed in the MMP Buyer's Affidavit. Income for eligibility purposes is the total household income anticipated for the 12-month period commencing on the expected date of occupancy of the mortgaged property.

Name of Borrower(s): _____

2. **Assets**

(Include **ALL** asset information for **BORROWERS only**)

	Value of:	(a)	(b)	(c)	(d)	(e)
2.1	Checking Accounts	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
2.2	EMD & Prepays (POC)	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
2.3	Savings Accounts	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
2.4	Gifts (non-recurring)	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
2.5	Stocks and Bonds	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
2.6	IRA & 401K’s (only if cashed)	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
2.7	Equity in Real Property	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
2.8	Other Capital Investments	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
	TOTAL	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____

IF BORROWERS' LIQUID ASSETS ARE EQUAL TO OR EXCEED 20% OF THE PURCHASE PRICE, THE ASSET TEST WORKSHEET (ATTACHMENT F) MUST BE COMPLETED TO DETERMINE IF THEY ARE ELIGIBLE FOR MMP.

3. Gross **ANNUAL** Income for Eligibility

(Include **ANNUAL** income received by or for ALL HOUSEHOLD MEMBERS listed on Buyer's Affidavit)

	(a)	(b)	(c)	(d)	(e)
3.1 Base Wages, Salaries, etc.	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
3.2 Overtime, Bonus, Commissions, etc.	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
3.3 Business Income	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
3.4 Interest, Dividends, etc.	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
3.5 Insurance, Social Security, Pensions, Workmen's Comp. and Other Periodic Payments	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
3.6 Alimony* and Child Support*	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____

*If alimony or child support is received, it **must** be entered under the appropriate column. **If it is not received, "\$0" should be entered under the appropriate column.**

3.7 Public Assistance	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
3.8 Gifts (recurring)	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
3.9 Allowance, etc.	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
3.10 Tax Credits	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
Less					
3.11 Allowable Exclusions	(\$ _____)	(\$ _____)	(\$ _____)	(\$ _____)	(\$ _____)
TOTAL	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____

TOTAL **ANNUAL** INCOME FOR ALL HOUSEHOLD MEMBERS \$ _____

CDA/MMP LENDER CERTIFICATION

CDA Lender certifies that the MMP loan has been underwritten for compliance with the Mortgage Subsidy Bond Tax Act as well as Maryland State law requirements as outlined in the current MMP Lender's Manual and that the loan is a complying and eligible loan under MMP. Further, CDA lender certifies, that in its opinion, based on information submitted by the borrower(s) and the Lender's knowledge of prevailing terms and standards of mortgage lending in the area, the borrower(s) could not obtain a mortgage loan for the property in the unassisted private lending market.

Name of Lender: _____

Underwriter: _____

Print Name

Signature

Date

MARYLAND DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT

**COMMUNITY DEVELOPMENT ADMINISTRATION
MARYLAND MORTGAGE PROGRAM (MMP)**

BUYER'S AFFIDAVIT

Instructions to Lender:

- Borrowers should use this form to apply for an MMP mortgage loan to purchase a single-family residence.
- Borrowers should **NOT** use this form if they are applying for a home improvement or rehabilitation loan. See Lender Statements requested on final page.
- All Borrowers and Non-Applicants going on title must complete and sign this Affidavit

Instructions to Borrower:

- Check true statements and fill in blanks.
- Attach additional information as necessary.
- If you need help, ask your lender.
- Answer all questions accurately and completely.
- You are receiving a special loan at a below market rate of interest or with the benefit of mortgage credit certificates. The Lender and the Maryland Community Development Administration must rely on your statements in this affidavit to assure that you qualify for this loan.

False or Fraudulent Statements:

IT IS A FEDERAL OFFENSE PUNISHABLE BY A MAXIMUM OF A \$1,000,000 FINE, THIRTY YEARS IMPRISONMENT, OR BOTH, KNOWINGLY TO MAKE A FALSE STATEMENT IN THIS AFFIDAVIT (TITLE 18 UNITED STATES CODE, SECTION 1014).

MARYLAND DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT

**COMMUNITY DEVELOPMENT ADMINISTRATION
MARYLAND MORTGAGE PROGRAM (MMP)
BUYER'S AFFIDAVIT**

A. Borrower

	Borrower	Co-Borrower and Non-Applicant on Title
Full Name:	_____	_____
Current address:	_____	_____
	_____	_____
Daytime telephone:	_____	_____
Social Security Number:	_____	_____

B. Location of Residence

We want to use the MMP to finance the purchase of the following primary residence (the "Residence"):

Address: _____ County: _____

 _____ [or **check here** ___ for Baltimore City]

C. Occupants

Total Number of residents (household members) _____

Identify all persons who will live in the Residence:

	Name	Age	Relationship to Borrower (if any)
Borrower	_____	_____	SELF
Co-Borrower or Non-Applicant on Title	_____	_____	_____
Other Occupants	_____	_____	_____
	_____	_____	_____
	_____	_____	_____

D. Use of Residence***[Check if true:]***

1. _____ We intend to move into the Residence as our principal residence (our home) within 60 days after closing and to continue it as our principal residence after moving into it. We will notify you as soon as the Residence becomes our principal residence or if we cease to use it as our principal residence for any reason.
2. _____ We will not use the Residence in any self-employed business, including a home office for a self-employed business or a child day care business. *If you intend to use any portion of the Residence in a business, please check here _____ and obtain and fill out an "Additional Buyers Affidavit Relating to Self Employed Business Use of Residence" (Attachment N) obtained from your lender.*
3. _____ We will not lease any portion of the Residence to any other person.
4. _____ If the Residence includes a yard or other land as may be appropriate for basic livability, we will not use the land in any agricultural, nursery or landscaping business.
5. _____ The Residence is a permanent building, either conventional construction or a prefabricated or manufactured housing (double-wide mobile home) on a permanent foundation that meets requirements of Program. It is not a cooperative, 2-4 unit family home, or an investment property.
6. _____ The Residence is a single-family residence (Detached, Attached, or Condominium).

[Check (a) or (b):]

- 7.a _____ The Residence is newly constructed housing. We will be the first occupants.
- 7.b _____ The Residence is existing housing that other people have already occupied, either as owners or tenants.

E. Use of Mortgage Proceeds

[Check if true:]

8. _____ We will use the proceeds of our mortgage to finance the purchase of the Residence, or the construction of the Residence, if it is newly constructed housing.

9. _____ We are not using the proceeds of our mortgage to purchase furniture or appliances other than fixtures sold to us as part of the Residence.

10. _____ We are not using our loan to refinance our debt under a prior loan.

*Note: If you are using your mortgage to retire construction financing, a bridge loan, or a "contract for deed" to land **please check here** _____ and attach description.*

11. _____ We are not using the proceeds of our first mortgage to pay any settlement or financing costs related to the mortgage loan.

*Note: If your loan is guaranteed by RHS (and the appraised value exceeds the purchase price) and you are financing closing costs in your mortgage, **please check here** _____.*

12. _____ The sales contract submitted with our application is the only contract between the seller and us concerning the Residence. There are no side agreements or other arrangements.

F. Annual Household Income

- Include all income, whether or not subject to income tax, of the borrowers and other occupants of the Residence, and whether or not you wish to depend on it for evaluation of your credit.
- Our **annual** gross income at the present time is as follows:

Item		Borrower	Co-Borrower or Non-Applicant on Title	Other Occupant of the Residence
13.	Salary – state your Annual gross income based on present salary. Do not use monthly amount or deduct withholding taxes.	\$ _____	\$ _____	\$ _____
14.	Overtime, bonuses, part-time job, self-employment.	\$ _____	\$ _____	\$ _____
15.	Alimony, child support, public assistance, sick pay, unemployment compensation.	\$ _____	\$ _____	\$ _____
16.	Pension and social security.	\$ _____	\$ _____	\$ _____
17.	Interest, dividends or other investment income or trust income.	\$ _____	\$ _____	\$ _____
18.	Income from rental of property or business activities.	\$ _____	\$ _____	\$ _____
19.	Other income.	\$ _____	\$ _____	\$ _____
	Description of Other Income:	_____		
20.	Total gross Annual income	\$ _____	\$ _____	\$ _____

F. Annual Household Income - Continued

Item	Other Occupant of the Residence	Other Occupant of the Residence	Other Occupant of the Residence
13. Salary – state your Annual gross income based on present salary. <i>Do not use monthly amount or deduct withholding taxes.</i>	\$ _____	\$ _____	\$ _____
14. Overtime, bonuses, part-time job, self-employment.	\$ _____	\$ _____	\$ _____
15. Alimony, child support, public assistance, sick pay, unemployment compensation.	\$ _____	\$ _____	\$ _____
16. Pension and social security.	\$ _____	\$ _____	\$ _____
17. Interest, dividends or other investment income or trust income.	\$ _____	\$ _____	\$ _____
18. Income from rental of property or business activities.	\$ _____	\$ _____	\$ _____
19. Other income.	\$ _____	\$ _____	\$ _____
Description of Other Income:	_____		
20. Total gross Annual income	\$ _____	\$ _____	\$ _____

G. Previous Residences

List all principal residences of each Borrower during the last three years and provide the other information requested:

Name of Borrower: _____

Last Three Years (Begin with most recent year)	Address	Type of Residence (Apartment, Single-family Dwelling, Townhouse)	Rent, Own, or Live Rent Free
From: _____ To: Present			
From: _____ To: _____			
From: _____ To: _____			

Name of Co-Borrower/ Non-Applicant on Title: _____

Last Three Years (Begin with most recent year)	Address	Type of Residence (Apartment, Single-family Dwelling, Townhouse)	Rent, Own, or Live Rent Free
From: _____ To: Present			
From: _____ To: _____			
From: _____ To: _____			

Attach additional sheets if needed for additional borrower(s) or non-applicant(s) on title.

[Check if true:]

- 21. _____ **Borrower:** I have not owned a principal residence in which I resided at any time in the past three years.
- 22. _____ **Co-Borrower/Non-Applicant on title:** I have not owned a principal residence in which I resided at any time in the past three years.

H. Exceptions to 21 and 22

[Check if true:]

- 23. _____ I [We] do not own any interest in any land, building, houses, or other real property, except as follows:
 - a. _____ I [We] own an interest in a cemetery plot;
 - b. _____ I [We] own an interest in the lot on which the Residence will be built;
 - c. _____ I [We] own my [our] existing principal residence. It _____ is / _____ is not subject to a contract of sale and will be conveyed by the time of the closing of this mortgage loan.

Note to Lender: *Exception (c) applies only to a mortgage loan financing a Residence in a targeted area or for a "veteran" as defined in 23d below*

Fill in 23d if you want to qualify as a "veteran" for an 23 c Exception

Buyer: [Check if true]:

23d. _____ Borrower or Co-Borrower is a veteran. The Borrower or Co-Borrower (indicate which _____) served in the active military, naval, or air service of the United States, was not dishonorably discharged, and has not previously applied for financing under the Maryland Mortgage Program (or an equivalent program in another state), using the special rule for veterans. A copy of DD Form 214 is attached.

I. Purchase Price

- 24. The contract price for purchase of the Residence is \$_____.
- 25. _____ A true and correct copy of the sales contract is attached to this affidavit.
- 26. This is _____ is not _____ the entire amount to be paid to the seller for the Residence. There are no side agreements.

[Check (a) or (b):]

27. a. _____ The Residence as purchased for the above price will be a completed residential unit. "Completed" means suitable for occupancy without the need for additional construction or improvement. Plans for minor repairs or redecorating do not mean the Residence is not completed.
- b. _____ The Residence as purchased will be incomplete. We estimate the cost of completing the Residence at \$_____. *(Applicable for 203k program only)*

This estimate should not include the value of services to be performed without charge by the borrowers or family (children, parents, siblings) or other occupants of the Residence.

J. Leasehold or Fee Simple Property**[Check 28 or 29:]**

28. _____ The purchase price of the Residence includes the cost of the land on which the Residence is located. *[If land was or will be purchased separately please check here _____ and attach description.]*
29. _____ The land is subject to a ground lease. *[If true, please attach a description of the ground lease, including the amount of the payments.]*

K. Assets

30. _____ **All liquid assets have been disclosed on the Fannie Mae Form 1003/Freddie Mac Form 65 Application are the total liquid assets of all borrowers.**

L. Affidavit

We [I] solemnly affirm under penalties of perjury and upon personal knowledge that the contents of this affidavit are true. We understand that we must re-execute a confirming affidavit at closing.

Borrower's Signature (Date)

Co-Borrower/Non-Applicant on Title Signature (Date)

INTENTIONALLY LEFT BLANK

LENDER MUST COMPLETE THE FOLLOWING.

A. [Check if true:]

31. _____ The Residence is located in a targeted area.

B. Calculate "Total Acquisition Cost":

(1)	Sales contract price	\$ _____
(2)	Personal property (other than fixtures) included in sales contract	-\$ _____
(3)	Cost of completing residence (203k Loans)	+\$ _____
(4)	Capitalized ground rent ¹	+\$ _____
(5)	Greater of cost or fair market value of land owned less than 2 years ²	+\$ _____
TOTAL ACQUISITION COST		\$ _____

We [I] solemnly affirm under penalties of perjury and upon personal knowledge that the above Lender statements are true.

Lender Representative Signature

Print Name

Title

Date

¹ _____
Monthly ground rent multiplied by ground rent factor

² _____
List only if not included in "Sales contract price" above

NOTICE TO BORROWERS

Your loan is being financed with a mortgage made available with the assistance of the Maryland Community Development Administration ("CDA"). 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 CDA, unless you pay your loan in full. If you sell your home to a party ineligible for CDA's assistance and allow the buyer to make your payments for you (assume your loan), CDA may refuse to allow the sale and demand full repayment of the loan. This could result in foreclosure of your mortgage and repossession of the property. If the lender takes your home through foreclosure of the mortgage because of these reasons, the mortgage insurer or guarantor 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, CDA 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 may be taken over by the mortgage insurer or guarantor if CDA files an insurance claim with the mortgage insurer or guarantor because of the foreclosure. The mortgage insurer or guarantor may then bring an action against you to collect the judgment.

Borrower Signature

Print Name of Borrower

Date

Co-Borrower Signature

Print Name of Co-Borrower

Date

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

SELLER'S AFFIDAVIT

Instructions to Seller:

- 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 or Fraudulent Statements:

IT IS A FEDERAL OFFENSE PUNISHABLE BY A MAXIMUM OF A \$1,000,000 FINE, THIRTY YEARS IMPRISONMENT, OR BOTH, KNOWINGLY TO MAKE A FALSE STATEMENT IN THIS AFFIDAVIT (TITLE 18 UNITED STATES CODE, SECTION 1014).

A. *Address of Residence to be Sold*

B. *Names of Buyers*

C. *Prior Use*

I. 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*

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

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

6. 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

7. 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.

G. Commissions and Fees

8. Name all real estate brokers, agents or other such persons who will be compensated with respect to the sale: _____

9. The total amount of such payment is \$_____ or _____% of the contract price.

