## IDAHO HOUSING AND FINANCE ASSOCIATION SELLER AFFIDAVIT

STATE OF IDAHO

COUNTY OF (county the Subject Property is in)

Each of the undersigned being first duly sworn hereby deposes and says:

1. That I am the Builder or Owner of the residence located

at\_\_\_\_\_\_ , Idaho and have executed a Construction Contract or Earnest Money Agreement with

\_\_\_\_\_\_ for the construction or sale of the residence. A copy of the Construction Contract or Earnest Money Agreement has been attached to this Affidavit.

- 2. That the acquisition cost of the residence is \$ \_\_\_\_\_\_. This represents the gross amount to be paid for the residence from all sources and is equal to the total cost of acquiring a completed residential unit including:
  - A. All amounts paid, either in cash or in kind, by the purchaser (or a related party or for the benefit of the purchaser) to the seller (or a related party or for the benefit of the seller) as consideration for the residence, including commission if paid by the purchaser.
  - B. If a residence is incomplete, the reasonable cost of completing the residence whether or not the cost of completing construction is to be financed with bond proceeds.
  - C. Amounts paid for the land, or, where a residence is purchased subject to a ground rent, the capitalized value of the ground rent.

The term "acquisition cost" does not include the following:

- A. The usual and reasonable settlement or financing costs, including title and transfer costs, title insurance, survey fees, credit reference fees, legal fees, appraisal expenses and "points" which are paid by the buyer.
- B. The value of services performed by the mortgagor or members of the mortgagor's family in completing the residence.

There are no side arrangements between the purchaser and myself for the payment of additional sums by secondary financing, in kind payments, or otherwise.

3. I have no relationship to the purchaser other than \_\_\_\_\_\_ and to the best of my knowledge the financing provided in no way will serve to refinance the residence.

I fully understand that each of the above statements and the information of the Residential Loan Application is material to the obtaining of a Qualified Mortgage Loan or Mortgage Credit Certificates (tax credit) and declare that the above statements are true and correct.

Seller Signature \_\_\_\_\_ Typed Name of Seller Seller Signature \_\_\_\_\_ Typed Name of Seller

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SUBSCRIBED AND SWORN to before me this \_\_\_\_\_day of \_\_\_\_\_, 20 \_\_\_\_.

Name of Notary Public Typed Notary Public for Idaho Residing at \_\_\_\_\_ Commission Expires \_\_\_\_\_