Borrower Application: The Lender must have all applicable forms from the list below completed by the borrower. The Lender must review all forms for accuracy and completion before submitting to DOH.

A. Document Checklist
   B.  Borrower Application Instructions
   C.  Application Affidavit
   D.  Exhibit A to Application Affidavit
   E.  Rider to Application Affidavit
   F.  Addendum to Application Affidavit
   G.  Affidavit of Cosigner/Guarantor
   H.  Income Tax Return Affidavit
   I.  Notice of Recapture
   J.  Minimum Recapture and Calculation
   K.  Funds Reservation Form
   L.  Certificate of Inspection
   M.  Certificate of Homebuyer Training
   N.  Certificate of Property Management Training
   O.  Social Security Number Recording Form
## APPLICATION DOCUMENTS

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- **Original Application Affidavit**
- **Original Application Affidavit (For Qualified Home Improvement Loans)**
- **Original Application Affidavit (For Qualified Rehab Loans – Section 5-17)**
- **Original Rider to Application Affidavit (To be completed for Purchase Rehabs)**
- **Original Addendum to Application Affidavit**
- **Original Affidavit of Co-signer/Guarantor (if applicable)**
- **3 Years of Income Tax Returns or IRS Letter 1722 (For homebuyers in Non-Target Areas)**
- **Original Income Tax Affidavit (To be completed if applicant was not required by law to file Federal Income Tax Returns for any year during the preceding three years)**
- **Original Notice of Potential Recapture (Not Required for Home Improvement Loans, which are $15,000 or less)**
- **Original Social Security Number Recording Form (Required for all persons who will be residing in the home Purchased using the MCC who are age 18 or older, or a non-citizen legally residing in the United States)**
- **Mortgage Application**
- **Uniform Underwriting and Transmittal Summary (Purchase Rehab Loans)**
- **Original Certificate of Inspection (Not Required for Condo Units & New Construction)**
- **Original Certificate of Homebuyer Training (Not required if Down Payment is more than 5%)**
- **Original Certificate of Property Management Training (Required if Purchasing 2 or More Units)**
- **Sales Contract**
This page provides instructions for the borrower to use in completing the Application Affidavit. The borrower attests to the truth of all information that he/she writes in as well as to the truth of all statements on the Application Affidavit pre-printed on the form.

Question #1

a) Print the full name of each person applying for the Mortgage Credit Certificate. Each name appearing on your Mortgage loan application should be included on the application for the Mortgage Credit Certificate. All information for both spouses in a married couple must be included on the application, even if only one spouse is applying for the MCC and Mortgage loan.

b) Print your current address.

c) Print your home and work telephone numbers.

Question #2

Print the address of the home that is being purchased. Include the last two-digits of the zip code in the space provided. Check the box appropriate for the number of units in the Residence being purchased.

Question #4

Check box a) if you are buying a home in a Target Area. Check box b) if you ARE NOT buying a home in a Target Area.

a) Check this box if the home you are buying is in a Target Area. Check the appropriate box to indicate whether you are a first time homebuyer. A first-time homebuyer is an individual who has not had an Ownership interest in his/her primary Residence(s) any time during the preceding three years.

b) Complete this section only if the Residence being purchased is not located in a Target Area by placing an ‘x’ in the space provided.

Question #5

If the Residence is not located in a Target Area, attach copies of each Applicant's Federal Income Tax Returns for the prior 3 years. Your Federal Income Tax Returns should show that you did not claim deductions for mortgage interest and/or real estate taxes on your primary Residence. Any deductions taken for mortgage interest and/or real estate taxes must have been claimed for rental income property only. If you filed a 1040EZ, 1040, or 1040A and cannot produce a copy for any of the three years, you may submit an IRS "Letter 1722". This is a request for the IRS to verify information reported on your filed Federal Income Tax Return. The form is available by in-person request only at:

The Internal Revenue Service
230 South Dearborn Street, 17th Floor
Walk-In Service Office

Requests are usually filled in one hour.
If the "Letter 1722" indicates that you claimed deductions for real estate taxes and/or mortgage interest, you are required to submit copies of the actual Federal Income Tax Returns and applicable Schedules that were filed with the IRS to show that these deductions were not claimed for your primary Residence. A request for copies of the Federal Income Tax Returns and applicable Schedules can be made by filing IRS "Form 4506". IRS "Form 4506" can be obtained from the Participating Lender. The IRS will take approximately 45 days to process your request and provide you with copies of your Federal Income Tax Returns.

If you were not required by law to file a Federal Income Tax Return for any year during the last three years, you must sign an Income Tax Affidavit and state the specific reason for not being required to file a Federal Income Tax Return. The Income Tax Affidavit can be obtained from the Participating Lender.

If the loan is scheduled to close between January 1 and February 15, and you have not filed your preceding year’s Federal Income Tax Return, you must sign and submit the Income Tax Return Affidavit. By signing this document, you will certify that you are not entitled to claim deductions for taxes or interest on a Principal Residence for the preceding calendar year.

If the loan closing occurs after February 15, you must submit a copy of the Federal Income Tax Return for the preceding year.

**Question #6**
Enter the Purchase Price of the Residence you are purchasing in the space provided. This amount should not include any fees paid in connection with obtaining financing or the value of services provided by the borrower(s) and members of their family.

**Question #13**
Enter the amount of your household income, including the income of all individuals who will be employed and living in the Residence to be purchased. If the number of borrowers is the same as the number of household members, household income for the MCC application will be the same as income reported on the mortgage loan application. If your current income is not a good indicator of your annual income due to fluctuations in hours worked or commissions earned, etc., the total household income is computed by taking the average of all household income earned for the last four months and multiplying that amount by 12.

Provide the name and age of each household member and indicate whether or not each individual is employed.

**Question #14**
Each Applicant must enter the date of application completion. Each Applicant shall print and sign his/her name and record his/her social security number.

The signing of the application must be notarized by a Notary Public.

**Additional Instructions**
If you are purchasing an incomplete/uninhabitable Residence and will receive a Mortgage loan for the purchase and the rehabilitation, you must complete the Rider to the Application Affidavit. (An example is a FHA 203(k) Loan)

A Cosigner/Guarantor on your Mortgage loan must execute the Affidavit of Cosigner/Guarantor. A Cosigner/Guarantor cannot have an Ownership interest nor reside in the Residence being purchased.
Home Acquisition__________ Home Improvement/Rehab__________ Purchase and Rehab__________

Date: _______________  Lender name: _______________________________________________________

Branch Address: _______________________________________________________________________

Loan officer requesting reservation: __________________________________________________________________________

Telephone number: (______)_______________Email Address: __________________________________

Applicant name(s) & SSN(s): Married Couples Must Both Apply

____________________________________________________________________________________

____________________________________________________________________________________

Current address (es) with City, State, & Zip Code(s): __________________________________________

Annual Gross Household Income: $_______________________

Maximum applicable annual household income: $_________________

Total household size: _____ (incl. Applicant(s))  Age(s) of mortgagor(s): ____________ marital status: _____

Race(s) of mortgagor(s): Asian ____  African American ____  Hispanic ____  White ____  Pacific Islander ____
Other ____  Not Provided ____  Please use numbers to indicate more than one mortgagor of a particular race.

Address of home being financed: ___________________________________________ Chicago, IL 606_____

Census Tract_______  Ward________________________  Target Area: Y_____N_______

1st time homebuyer(s): Y_______ N_______ New or existing home: ______________

Number of units in property: (1-4)___________  If 1 unit, single family or condo? _____________

Interest rate: __________%  Loan type (FHA, VA, or Conventional): ___________________________
Down payment amount: $___________

Has the lender received 3 years of tax returns (when applicable): Y______ N_______?

Home acquisition cost: $_______________ Maximum applicable home cost: $_____________________
   (See Application Affidavit Exhibit A)

Mortgage loan amount: $__________________ MCC indebtedness amount: $____________
   (This figure will differ from the Mortgage loan amount only if funds for rehabilitation are included in the loan and
   the Rider to the Application Affidavit is not applicable. If rehabilitation funds are included and the Rider is not
   applicable, then the MCC indebtedness amount is equal to the loan amount less the amount allocated for
   rehabilitation. If the Rider is applicable, then the MCC indebtedness amount equals the loan amount (not to
   exceed the maximum applicable Purchase Price limit).

Anticipated Mortgage loan closing date (month/day/year) ___________/_________/______________

**Please indicate if the applicant is utilizing more than one DOH Program: Y______ N_______
If yes, please list:
   ______________________________________________________________________________________
   ______________________________________________________________________________________

**Please indicate how the applicant learned of the TaxSmart Program:
   ______________________________________________________________________________________
   ______________________________________________________________________________________

Average area purchase price: $____________ Reservation received by: _____________________

Date received: ________ Assigned reservation #: _______________ Application due: ____________
(To be completed upon receipt of application documents)

Application received by: ___________ Date received: ___________ Commitment exp. date: ____________
Reservation No.: _______ Name of Applicant: _______________ Social Security No.: ____________

THERE ARE IMPORTANT LEGAL CONSEQUENCES TO THIS AFFIDAVIT. READ IT CAREFULLY BEFORE SIGNING.

The City of Chicago (the "City"), has implemented a Mortgage Credit Certificate program (the "MCC Program") pursuant to Section 25 of the Internal Revenue Code of 1986, as amended (the "Code"). I (We) understand that this affidavit is a material inducement to the issuance of a Mortgage Credit Certificate (an "MCC") under the MCC Program. I (we) understand that the completion and submission of this Affidavit does not assure that an MCC will be issued to me (us) and is a part of the application process under the MCC Program. If issued, the MCC will be issued in conjunction with a Mortgage loan (the "Mortgage Loan") obtained by me (us) for the purchase of a single-family Residence (the "Residence") containing one to four living units.

1. My (Our) legal name(s): ____________________________________________
   Current residence(s): ________________________________________________ (city, state and zip)
   Telephone Numbers: Work (__)___________ Home (__)__________________

2. The Residence being purchased is either a single-family home, condominium, or townhouse (containing one to four living units) located in the City of Chicago at the following address: ____________________________________________, Chicago, IL 606______
   Check the number of units in the Residence: ☐ one ☐ two ☐ three ☐ four
   Any land sold to me (us) with the Residence only maintains the basic livability of the Residence and does not provide, other than incidentally, a source of income to me (us).

3. The Residence will be occupied and used as my (our) Principal Residence within sixty (60) days after the date of the MCC or within sixty (60) days of completion of rehabilitation that is necessary for livability of the Residence. Except for two-unit properties in Target Areas, if the Residence contains two to four living units, the Residence was first occupied as a residence at least five (5) years prior to the Closing of the Mortgage Loan and the date of the MCC. The Residence will not be used as an investment property, vacation home or recreational home and not more than 15% of the area of the Residence will be used in a trade or business. No other person shall have an Ownership interest in the Residence. I (We) understand the MCC will be immediately revoked if the Residence ceases to be my (our) Principal Residence. I (We) will immediately notify the City in writing if the Residence ceases to be my (our) Principal Residence.

4. CHECK AND COMPLETE ONE of the two following sections, whichever applies to you, the undersigned. If the Residence is located in a designated Target Area, complete paragraph 4A and proceed to paragraph 6. (See list of Target Areas). If the Residence is outside a Target Area, complete paragraph 4B and proceed to paragraph 5.
A. **The Residence Is located in a Target Area.**
I (We) ☒ am (are) ☐ am (are) NOT first time homebuyer(s) (informational purposes only).

B. **The Residence Is not located in a Target Area.** I (We) understand that I (we) am (are) not eligible for an MCC under the MCC Program if I (we) individually or together had an Ownership interest in a Principal Residence within three years prior to the date hereof.

I (We) also understand that I (we) cannot have an Ownership interest in a Principal Residence between the date hereof and the date of any MCC issued in connection with my (our) purchase of the Residence. For this purpose, a Principal Residence includes a single-family Residence, condominium, share in housing cooperative, any manufactured home or mobile home (as defined under federal and state law) meeting the requirements of 2(b) above or occupancy in a multifamily Residence owned by me (us).

For this purpose, an Ownership interest means Ownership by any means, whether outright or partial, including property subject to a mortgage or other security interest. An Ownership interest also means a fee simple Ownership interest, a joint Ownership interest by joint tenancy in common, tenancy by the entirety or a life estate interest.

5. For Residences not in a Target Area, attached hereto are true and complete copies of my (our) federal tax returns as filed for the preceding three tax years or such other written verification that is acceptable to the MCC Program.

6. The total Purchase Price of the Residence and land as a completed Residence, including all construction items, all builder’s fees, hook-up and tap-in fees, permits, architectural fees, all site improvements, discount points paid by the Seller, work credit, subcontracted items, or construction loan interest, but excluding any customary and reasonable settlement or financing costs, the value of services performed by me (us) or members of my (our) immediate family necessary to complete the Residence and the cost of land owned by me (us) for at least two years before the commencement of construction of the Residence, is $__________________.

I (We) certify that the total acquisition cost set forth above includes:

a. The total amount of payments made to date and to be made in the future by me (us) or a person related to me (us) (as defined in Section 144(a)(3)(A) of the Code and the regulations there under) or for my (our) benefit, for purchase of the Residence. I (we) have attached hereto an itemized list of such payments and certify that the list is complete and true.

b. If, on the date of my (our) execution of this Affidavit, the Residence has not been completely constructed, a reasonable estimate of the reasonable cost of completing the Residence.

c. If the Residence will be purchased subject to a ground rent, the capitalized value of the ground rent. The aggregate Purchase Price does not exceed the Purchase Price limitation appearing in Exhibit A.

7. If the Residence is newly constructed, I (we) certify that the Residence has not and will not be occupied prior to loan commitment.

8. I (we) certify that the proceeds of the Mortgage Loan will not be used to replace an existing mortgage unless the existing mortgage is for: (1) a construction period loan of not greater than 24 months, or (2) a bridge loan or similar temporary initial financing of 24 months or less.

9. (We) understand and agree that if an MCC is issued to me (us), it may not be transferred.

10. No portion of the financing of the acquisition of the Residence is or will be provided from the
proceeds of a qualified mortgage bond or qualified veteran's mortgage bond. No person related to me (us) (as defined in applicable federal or state laws and regulations) has or is expected to have, an interest as a creditor on the Mortgage Loan being acquired for the Residence.

11. I (We) understand and agree that the Mortgage Loan was not limited to particular lenders and I (we) may seek financing from a lender of my (our) own choosing, provided such lender has entered or will enter into a Lender Participation Agreement with the City.

12. I (We) understand that I (we) am (are) not eligible for an MCC unless my (our) gross annual household income does not exceed the Income Limit appearing in Exhibit A (depending on whether the Residence is in a Targeted or Non-Targeted area and the size of my (our) family):

13. I (We) certify that my (our) current gross (as ‘gross’ is defined by Revenue Ruling 86-124 of the Internal Revenue Code) annual (meaning gross income current monthly income multiplied by 12 or biweekly income multiplied by 26) household income is $___________________. Number of persons in household, including Applicant(s): _______

Name & Age: ___________________________________ Employed (Yes/No)? ______
Name & Age: ___________________________________ Employed (Yes/No)? ______
Name & Age: ___________________________________ Employed (Yes/No)? ______

14. I (We) will not subdivide any residential unit in the Residence without following all applicable zoning and other laws; provided that in no event shall the Residence ever contain more than four units.

15. I (We) certify that other than the residence being purchased with the MCC being applied for, I (We) have not had present ownership interest in a principal residence at any time during the 3 year period prior to the date we plan to execute the mortgage on the residence in connection with which the MCC is being provided.

15. I (We) acknowledge and understand that this Affidavit will be relied upon for purposes of determining my (our) eligibility for an MCC under the City's MCC Program. I (We) acknowledge that a material misstatement intentionally or negligently made in this Affidavit or in any other statement made by me (us) in connection with an application for an MCC will constitute a federal violation punishable by a fine of $10,000. I (We) further acknowledge that a material misstatement fraudulently made in this Affidavit or in any other statement made by me (us) in connection with an application for an MCC could constitute a basis for the revocation of the MCC, which may be in addition to any criminal penalty imposed by law. In addition, any material misstatement or false statement which affects my (our) eligibility for an MCC will result in a denial of my (our) application for an MCC, or, if an MCC has been issued prior to discovery of the false statement, immediate cancellation of the MCC issued.

Date: __________          Date: __________
Applicant signature: __________________________   Applicant signature: __________________________ 
Name (printed): _____________________________        Name (printed): _____________________________
Social Sec. No.: ____________________         Social Sec. No.: ________________________________
Signed and sworn to before me this _____Day of_____________20_______. [SEAL]
Notary Signature: _____________________________  Commission Exp. Date: __________________________
The Lender hereby certifies having reviewed the attached Affidavit and that, to the Lender’s best its knowledge and belief, each of the foregoing statements is true and correct. The Lender further certifies that each of the above statements is consistent with the information submitted by the Applicant in connection with his/her/their application for a Mortgage Loan.

Date: ___________ Lender: _____________________________

By (name signed): _______________________

Name (printed): _____________________________ Its: __________________________

**NOTE:** This form **MUST** be signed, dated, and witnessed.
This exhibit sets forth the income limits and purchase price limits of the City of Chicago’s MCC Program. These limits are effective for the 2022 Series.

INCOME LIMITS

**Non-Target Area**
1 person household ...................... $ 110,300.00
2 person household ...................... $ 110,300.00
3 or more person household ........... $ 126,845.00

**Target Area**
1 person household ...................... $ 132,360.00
2 person household ...................... $ 132,360.00
3 or more person household ........... $ 154,420.00

PURCHASE PRICE LIMITS

**Non-Target Area**
Existing Single Family Residence ........ $481,176.00
Existing Two Family Residence .......... $616,111.00
Existing Three Family Residence ...... $744,679.00
Existing Four Family Residence ...... $925,491.00

**New Construction**
Non-Target Single Family Residence .... $481,176.00

**Target Area**
Existing Single Family Residence ...... $588,104.00
Existing Two Family Residence .......... $753,024.00
Existing Three Family Residence ...... $910,164.00
Existing Four Family Residence ...... $1,131,156.00

**New Construction**
Target Single Family Residence ...... $588,104.00
Target Two Family Residence .......... $753,024.00
Reservation No.:____________________________

Name of Applicant:______________________ Social Security No.:______________________________

Complete this document only if Mortgage loan proceeds are being used to acquire and rehabilitate an uninhabitable Residence.

I (We), the undersigned, hereby certify that the total Mortgage loan amount exceeds the sales price agreed upon by the buyer(s) and the Seller(s) for the purchase of the Residence located at __________________________________ in an amount of $______________________.

I (we) further certify that the Residence, in its present condition, is incomplete and uninhabitable and that occupancy will not be permitted under local law. Therefore, the Mortgage loan proceeds in excess of the negotiated sales price will only be used to cover the cost of completing the Residence so that occupancy is permitted by local law.

I (We) acknowledge and understand that this Rider to the Application Affidavit will be relied upon for purposes of determining my (our) eligibility for an MCC. I (We) acknowledge that a material misstatement negligently made in this Rider or in any other statement made by me (us) in connection with an application for an MCC will constitute a federal violation punishable by a fine. I (We) further acknowledge that a material misstatement fraudulently made in this Rider or in any other statement made by me (us) in connection with application for an MCC, will constitute a federal violation punishable by up to a $10,000 fine and revocation of the Certificate, which may be in addition to any criminal penalty imposed by law. In addition, any material misstatement or false statement which affects my (our) application for an MCC will result in a denial of my (our) application for an MCC, or if an MCC has been issued prior to discovery of the false statement, immediate revocation of the MCC issued.

Date:____________________________       Date:____________________________

Signature of Applicant: _____________________    Signature of Applicant: _______________________

Name (printed): ____________________________ Name (printed): ___________________________

The Lender hereby certifies having reviewed the attached Rider and that, to the Lender’s best its knowledge and belief, each of the foregoing statements is true and correct. The Lender further certifies that each of the above statements is consistent with the information submitted by the Applicant in connection with his/her/ their application for a Mortgage Loan.

Date:____________________________

Lender:_________________________________ By : ___________________________________

Name (printed): ____________________________ Its: ______________________________

Signed and sworn to before me this _____ Day of __________________ 20_______. [SEAL]

Notary Signature: ____________________________ Commission Expiration Date: __________
Reservation No.: ______________________________

Name of Applicant: ______________________________ Social Security No.: ______________________________

This addendum supplements and amends the Application Affidavit of ______________________________ as part of my (our) application for a Mortgage Credit Certificate (MCC) (Applicant name/date) from the City of Chicago, Illinois.

I (We) hereby certify, as follows:

1. The single-family home referred to in my (our) Application Affidavit has (check appropriate box):
   - one unit
   - two units
   - three units
   - four units.

2. I (We) will occupy a unit of the Residence as my (our) principal place of residence within 60 days after the date of the MCC.

3. The Residence was first occupied as a residence at least five years ago.

4. The second sentence of Section 3 of my (our) Application Affidavit is hereby amended to read as follows: The Residence will not be used as an investment property, vacation home or recreational home and not more than 15% of the area in the unit of the Residence in which I will reside will be used on a regular basis in a trade or business qualifying for deduction under Section 280A of the Internal Revenue Code of 1986, as amended.

5. I (We) acknowledge and understand that this Addendum to the Application Affidavit will be relied upon for purposes of determining my (our) eligibility for an MCC. I (We) acknowledge that a material misstatement negligently made in this Rider or in any other statement made by me (us) in connection with an application for an MCC will constitute a federal violation punishable by a fine. I (We) further acknowledge that a material misstatement fraudulently made in this Rider or in any other statement made by me (us) in connection with application for an MCC, will constitute a federal violation punishable by up to a $10,000 fine and revocation of the Certificate, which may be in addition to any criminal penalty imposed by law. In addition, any material misstatement or false statement which affects my (our) application for an MCC will result in a denial of my (our) application for an MCC, or if an MCC has been issued prior to discovery of the false statement, immediate revocation of the MCC issued.

6. In addition, I (we) hereby acknowledge and understand that any false pretense, including any false statement or representation; or the fraudulent use of any instrument, facility, article, or other valuable thing or service pursuant to my (our) participating in the program, may be punishable by imprisonment or by a fine.

Date: ___________   Date: ___________

Signature of Applicant: ______________________________ Signature of Applicant: ______________________________

Name (printed): ______________________________ Name (printed): ______________________________

Signed and sworn to before me this _____ Day of _________________________ 20_______. [SEAL]

Notary Signature: ______________________________ Commission Expiration Date: ___
Reservation No.: __________________________

Name of Applicant: __________________________
Social Security No.: __________________________

THERE ARE IMPORTANT LEGAL CONSEQUENCES TO THIS AFFIDAVIT. READ IT CAREFULLY BEFORE SIGNING.

I (we), the undersigned, an obligor(s) on a note (the "Note") made in connection with a Mortgage loan (the "Mortgage Loan") in the amount of $____________________ from (the "Lender") under the City of Chicago Mortgage Credit Certificate ("MCC") Program, Series 2022 (the "Program"), hereby certify that I (we) am (are) executing the Note solely for purposes of providing additional security for the Mortgage Loan.

I (we) further certify that I (we) have no other financial or Ownership interest in the property subject to the Mortgage Loan and that I (we) have no intention to and will not occupy the property subject to the Mortgage Loan as a permanent residence.

I (WE) UNDERSTAND THAT ANY FRAUDULENT STATEMENT MADE IN THIS AFFIDAVIT WILL RESULT IN (I) THE REVOCATION OF THE MCC AND (II) A PENALTY OF $10,000 UNDER SECTION 6709 OF THE INTERNAL REVENUE CODE OF 1986, AS AMENDED.

The statements set forth herein are made under penalty of perjury. I (we) understand that perjury is a felony punishable by fine or imprisonment or both.

Date: ___________   Date: ___________

Signature of Co-signer/Guarantor: __________________________
Printed Name of Co-signer/Guarantor: __________________________

Signed and sworn to before me this ______Day of __________________ 20__________.

[SEAL]

Notary      Commission
Signature: __________________________
Expiration Date: ___________
Reservation No.:________________________

Name of Applicant:________________________  Social Security No.:________________________

THERE ARE IMPORTANT LEGAL CONSEQUENCES TO THIS AFFIDAVIT. READ IT CAREFULLY BEFORE SIGNING.

I (We), the undersigned, being first duly sworn state the following:

1. Check the box below and provide the information indicated only if you were not required by law to file Federal Income Tax returns for any year during the preceding three years.

☐ I (We) hereby certify that I (we) was (were) not required by law to file a Federal Income Tax return for the following year(s) __________________. State the reason(s) no tax return was filed below (attach documentation to support reasons):


2. Check box at left if the following is true:

☐ The Closing in connection with which I (we) am (are) seeking an MCC is occurring between January 1 and February 15, and I (we) have not yet filed my (our) Federal Income Tax return for the prior tax year.

3. I (We) hereby certify that I (we) was (were) not entitled to claim deductions on my (our) Federal Income Tax return for taxes or for interest paid with respect to property which was my (our) Principal Residence during the tax years referred to in paragraphs 2 and 3 hereof.

4. I (We) acknowledge and understand that this Affidavit will be relied upon for purposes of determining my (our) eligibility for an MCC. I (We) acknowledge and understand that a material misstatement negligently made by me (us) on this Affidavit or in any other statement made by me (us) in connection with an application for an MCC will constitute a federal violation punishable by a fine. I (We) further acknowledge and understand that any material misstatement fraudulently made in this Affidavit or in any other statement made by me (us) in connection with the application for an MCC will constitute a federal violation punishable by up to a $10,000 fine and revocation of the MCC, which will be in addition to any criminal penalty imposed by law. In addition, any material misstatement or false statement which affects my (our) eligibility under Section 25 of the Internal Revenue Code of 1986, as amended, and the Regulations there under will result in denial of my (our) application for an MCC, or, if an MCC has been issued prior to the discovery of the false statement, immediate revocation of the MCC issued.

In addition, I (we) hereby acknowledge and understand that any false pretense, including any false statement or representation or the fraudulent use of any instrument, facility, article, or other valuable thing or service pursuant to my (our) participation in the program may be punishable by imprisonment or by a fine.
Date: ___________   Date: ___________

Signature of Applicant: ___________________ Signature of Applicant: _______________________

Name (printed): _________________________  Name (printed): _____________________________

Signed and sworn to before me this _____ Day of __________________20__________.

[SEAL]

Notary       Commission
Signature: _____________________________  Expiration Date: __________

Note: This Affidavit must be accompanied by proof that the Applicant was a renter or otherwise did not own
a Principal Residence during the three years prior to this application. Acceptable proof includes: a notarized
letter from the Applicant’s landlord or manager, or rent receipts.
Reservation No.:__________________________

Name of Applicant:_______________________ Social Security No.:__________________________

Because you are receiving a Mortgage Credit Certificate with your Mortgage loan, you are receiving the benefit of a credit against your federal income taxes. If you sell or otherwise dispose of your home during the next nine years, part or all of this benefit may be “recaptured”. The recapture is accomplished by an increase in your federal income tax for the year in which you sell your home. The recapture only applies, however, if you sell your home at a gain and if your income increases above specified levels.

The recapture was enacted in 1988. According to the United States General Accounting Office, the purpose of the recapture is to retrieve the subsidy from owners who experience rapid income increases after purchasing their homes and, as a result, do not need the subsidy to remain homeowners. If your income does not increase more than five percent per year, you will likely not incur a recapture liability.

You may wish to consult a tax advisor or the local office of the Internal Revenue Service at the time you sell your home to determine the amount, if any, of your actual recapture tax. (See Section 143(m) of the Internal Revenue Code generally.) Along with this notice, you are being given additional information that will be needed to calculate the recapture tax.

The undersigned Mortgagor(s) has (have) received and read a duplicate copy of this Notice of Potential Recapture Tax on Sale of Home and the accompanying three page Notice to Borrower(s) of Maximum Recapture Tax and of Method to Compute Recapture Tax on Dispositions of Home.

Date: ___________   Date: ___________

Signature of Applicant: _____________________ Signature of Applicant: ________________________

Name (printed): ___________________________  Name (printed): _____________________________

Signed and sworn to before me this ______Day of________________20______.

[SEAL]

Notary      Commission
Signature:  ______________________________  Expiration Date:  _____________
Maximum Recapture Tax and Method for Computing Recapture Tax on Dispositions of Home
If you receive a Mortgage Credit Certificate ("MCC") and sell or otherwise dispose of your home financed in connection with the MCC within 9 years, following the date of issuance of the MCC, you may be subject to a "recapture tax". Pursuant to Section 143(m) of the Internal Revenue Code of 1986 as amended (the "Code"), a portion of the tax savings from MCC tax credit can be recaptured in the form of an additional tax at the time the home is sold or disposed of.

This summary is believed accurate but is qualified in its entirety by reference to Section 143(m) of the Code. The provisions of Section 143(m) may be amended at any time and could result in higher or lower recapture than described in this notice. If you have any concerns about the recapture tax you should contact your tax advisor or the Internal Revenue Service.

Exceptions, Limitations and Special Rules
a) No recapture tax is due if you dispose of your home later than nine years after you close your Mortgage loan.

b) No recapture tax is due if your home is disposed of as a result of your death.

c) No recapture tax is due if you transfer your home either to your spouse or to your former spouse incident to divorce and you have no gain or loss included in your income under section 1041 of the Internal Revenue Code.

d) No recapture tax is due if you dispose of your home at a loss.

e) No recapture tax is due if your MCC was issued for a home improvement loan.

f) If you give away your home (other than to your spouse or former spouse incident to divorce), you must determine your actual recapture tax as if you had sold your home for its fair market value.

g) If two or more persons own a home and are jointly liable for the subsidized Mortgage loan, the actual recapture tax is determined separately for them based on their interests in the home.

h) If you repay your loan in full during the 9 year recapture period and then sell your home during this same 9 year period, your holding period percentage will be calculated using the date of repayment, not the date of sale or disposition.

Actual Recapture Tax
The maximum recapture tax that you may be required to pay is the Federally Subsidized Amount, as defined below. The actual amount of recapture is the lesser of the following two calculations:

1. The Federally Subsidized Amount (defined below) multiplied by the Holding Period Percentage (defined below), and then multiplied by the Income Percentage (also defined below).
    - OR -
2. The gain realized on the sale or disposition multiplied by 50%.

Federally Subsidized Amount
The federally subsidized amount is calculated by multiplying the highest principal loan amount by 6.25 per cent.
## Holding Period Percentage

<table>
<thead>
<tr>
<th>No. Of Years</th>
<th>Corresponding Holding Period percentage is:</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>After Purchase that Disposition Occurred:</td>
</tr>
<tr>
<td></td>
<td>During the first year</td>
</tr>
<tr>
<td></td>
<td>During the second year</td>
</tr>
<tr>
<td></td>
<td>During the third year</td>
</tr>
<tr>
<td></td>
<td>During the fourth year</td>
</tr>
<tr>
<td></td>
<td>During the fifth year</td>
</tr>
<tr>
<td></td>
<td>During the sixth year</td>
</tr>
<tr>
<td></td>
<td>During the seventh year</td>
</tr>
<tr>
<td></td>
<td>During the eighth year</td>
</tr>
<tr>
<td></td>
<td>During the ninth year</td>
</tr>
</tbody>
</table>

## Income Percentage

To determine the income percentage, compare your modified adjusted gross income to the limits determined using the following chart. Modified adjusted gross income ("MAGI") is defined as adjusted gross income as shown on your IRS Form 1040 plus tax-exempt interest you earned less gain on the sale or disposition of the Residence.

No recapture tax if MAGI is equal to or less than the following limits. The limits are the percentage below multiplied by the Income Limit in effect on the date the MCC Number of Years was issued. When considering the Income Limit, consider the family size and whether or not the home was in a Targeted Area.

### Disposition Occurred:

- During the first year: 100% of Income Limit
- During the second year: 105% of Income Limit
- During the third year: 110% of Income Limit
- During the fourth year: 116% of Income Limit
- During the fifth year: 122% of Income Limit
- During the sixth year: 128% of Income Limit
- During the seventh year: 134% of Income Limit
- During the eighth year: 141% of Income Limit
- During the ninth year: 148% of Income Limit

If your MAGI does not exceed the amount you calculated using column 2 above, you do not need to make any more calculations. If your MAGI exceed the amount calculated using column 2, and the difference is $5,000 or more, your Income Percentage is 100%. If the difference is greater than zero but less than $5,000, it must be divided by $5,000. This fraction, expressed as a percentage, represents your Income Percentage and should be rounded to the nearest whole percentage point. If the result contains less than one half of a percentage point, round down. If the result contains more than one half of a percentage point, round up.
RECAPTURE TAX EXAMPLES

<table>
<thead>
<tr>
<th></th>
<th>Example #1</th>
<th>Example #2</th>
</tr>
</thead>
<tbody>
<tr>
<td>a. Initial household income</td>
<td>$65,000</td>
<td>$74,000</td>
</tr>
<tr>
<td>b. Household size</td>
<td>2 persons</td>
<td>4 persons</td>
</tr>
<tr>
<td>c. Initial income limit (2003 limit)</td>
<td>75,400</td>
<td>86,710</td>
</tr>
<tr>
<td>d. Purchase price</td>
<td>100,000</td>
<td>100,000</td>
</tr>
<tr>
<td>e. Mortgage amount</td>
<td>90,000</td>
<td>90,000</td>
</tr>
<tr>
<td>f. Year of Re-sale</td>
<td>year 5</td>
<td>year 7</td>
</tr>
<tr>
<td>g. Income at time of resale</td>
<td>95,000</td>
<td>79,500</td>
</tr>
<tr>
<td>h. Resale price</td>
<td>120,000</td>
<td>130,000</td>
</tr>
<tr>
<td>i. Federally subsidized percent</td>
<td>6.25%</td>
<td>6.25%</td>
</tr>
<tr>
<td>j. Federally subsidized amount</td>
<td>5,625 (e) times (l)</td>
<td>5,625 (e) times (l)</td>
</tr>
<tr>
<td>k. Holding period percent</td>
<td>100%</td>
<td>60%</td>
</tr>
<tr>
<td>l. Income limit percent</td>
<td>122%</td>
<td>134%</td>
</tr>
<tr>
<td>m. Income limit</td>
<td>91,988</td>
<td>116,191 (c) times (l)</td>
</tr>
<tr>
<td>n. Income percent</td>
<td>60%</td>
<td>N/A</td>
</tr>
<tr>
<td>o. Recapture amount</td>
<td>3,375 (j) times (k) times (n)</td>
<td>N/A</td>
</tr>
<tr>
<td>p. 50% gain on resale</td>
<td>10,000</td>
<td>N/A</td>
</tr>
<tr>
<td>q. Recapture tax</td>
<td>$3,375</td>
<td>None (h) minus (d) times 50%</td>
</tr>
</tbody>
</table>

Important Notes:
1. A Homebuyer is not subject to recapture if:
   - the Residence is sold after 9 years, or
   - the Homebuyer’s income does not exceed the adjusted income limit.
2. The amount of recapture never exceeds 50% of the gain on the sale of the home.
This Certificate of Inspection ("Certificate") is completed for a residence ("Residence") which is being considered for purchase by the undersigned homebuyer ("Homebuyer") who intends to use financing made available through the City of Chicago, Department of Housing Mortgage Credit Certificate Program. This Certificate indicates that an inspection ("Inspection") was performed by the undersigned inspector ("Inspector") under the conditions indicated.

**Homebuyer Certification:**

I, ________________________________ [name], the Homebuyer, certify that:

1. An Inspection was performed by the Inspector, whose certification follows this section, for the Residence located at: ________________________________________, Chicago, IL which I am considering purchasing with funds made available through the City of Chicago, Department of Housing, and Mortgage Credit Certificate Program.

2. I was present at the Inspection and was provided with a written statement of the defects found in the property by the Inspector.

3. I understand that I may use the results of the Inspection to make decisions, including further negotiations with the seller of the Residence, regarding whether to purchase the Residence and the purchase price I am willing to pay for the Residence.

**Homebuyer's Signature: ________________________________
Date: ____________________________

**Inspector Certification:**

I, ______________________________ [name], certify that:

1. I am a licensed inspector and maintain errors and omissions insurance.

2. I inspected the Residence for defects on ________________ [date].

3. I performed the Inspection in the presence of the Homebuyer.

4. I provided the Homebuyer with a written report detailing defects found as a result of the Inspection.

**Inspector's Signature: ________________________________

Business Name: ________________________________

Business Address: ________________________________

Business Phone(s): ________________________________

Date: ____________________________

This Certification must be completed before closing of the loan for the Residence, and must be included among the loan closing documents.
This Certificate of Homebuyer Training ("Certificate") is completed for the undersigned homebuyer ("Homebuyer") who intends to use financing made available through the City of Chicago, Department of Housing Mortgage Credit Certificate Program. This Certificate indicates that the Homebuyer attended a homebuyer training course ("Homebuyer Training"), performed by the undersigned counselor ("Counselor"), which:

1. Was at least two hours in duration;
2. Performed with both the Homebuyer and a Counselor in person;
3. Covered topics relevant to home ownership, including at least the following:
   * roles of the Realtor, home inspector, and loan agent,
   * selecting a home and negotiating price,
   * obtaining a mortgage and the loan closing, and
   * maintenance, budgeting, and taxes; and
4. Included distribution of written materials relating to the above topics.

**Homebuyer Certification:**

I. __________________________ [name], the Homebuyer, certify that I attended a Homebuyer Training session of the type indicated above.

Homebuyer’s

Signature: __________________________

Date: ______________

**Counselor Certification:**

I. __________________________ [name], certify that I performed a Homebuyer Training of at least the type indicated above.

Counselor’s

Signature: __________________________

Business Name: __________________________

Business Address: __________________________

Business Phone(s): __________________________

Date: ______________

This Certification must be completed before closing of the Homebuyer’s home loan and must be included among the mortgage closing documents.
CHICAGO ASSOCIATION OF REALTORS/MLS
REAL ESTATE SALE CONTRACT—RESIDENTIAL
(for single family home and for single townhouses)

TO: SELLER DATE

(Address) (City) (State) (Zip)

LIST APPROXIMATELY facts, together with improvements thereon.

ITEMS AND PERSONAL PROPERTY: Seller agrees to transfer to Purchaser by a Bill of Sale, all heating, electrical, and plumbing systems together with the following: (check or indicate applicable item)


OTHER ITEMS INCLUDED

$ 1. Initial earnest money $ 2. Earnest money shall be held by

IN THE FORM OF (Specify) (Psych) to be (increased to 10% of purchase price within 20 days after acceptance hereof. Said initial earnest money shall be refunded and this contract shall be void if not accepted by Seller on or before )

If the earnest money in excess of Five Thousand Dollars ($5,000.00), the earnest money shall be deposited by Escrowee for the benefit of the Seller in an interest bearing escrow account in compliance with the laws of the State of Illinois, with interest payable to Purchaser at closing. Escrowee and Seller shall execute all documents necessary to establish such escrow account and Purchaser shall assume all service fees, if any. An original of this contract shall be held by Listing Broker.

The balance of the purchase price shall be paid at the closing, plus or minus reserves, as follows (STRIKE THROUGH INAPPLICABLE)

SUBPARAGRAPHS:

(a) Cash, Cashier’s check or Certified Check or any combination thereof.

(b) Mortgage Counterparty: This contract is contingent upon Escrowee securing by (date) a written commitment for a fixed rate or an adjustable rate mortgage permitted to be made by a U.S. or Illinois savings and loan association or bank for the interest rate or (initial interest rate if an adjustable rate mortgage) not to exceed $ per annum, amortized over years, payable on demand, in equal monthly installments, $ per month, plus interest and credit report fee, if any. If said mortgage has a balloon payment, it shall be due no sooner than years. Purchaser shall pay for the purchase of mortgage insurance if required by lending institution. If Seller does not obtain such commitment, Purchaser shall notify Seller in writing by the ated date. If Seller is not so notified, it shall be conclusively presumed that Purchaser has secured such commitment of will purchase said property without mortgage financing. If Seller is so notified, Seller may, within an equal number of additional days, secure a mortgage commitment for purchase upon the same terms, and shall have the option of extending the closing date up to the same number of days. Said commitment may not be given by Seller to a third party. Purchaser shall administer all requested credit information, sign customary documents relating to the application and securing of such commitment, and pay any application fee as directed by Seller. If Purchaser fails to provide such commitment to the satisfaction of said commitment or as provided, neither Purchaser nor Seller assumes any commitment as above provided, this Contract shall be null and void.

If an FHA or VA mortgage is to be obtained, Rider 8, Rider 9, or HUD Rider is hereby attached.

(c) Purchase Money Note and Trust Deed or Articles of Agreement for Deed. See Rider 10.

At closing, Seller shall execute and deliver to Purchaser, or cause to be executed and delivered to Purchaser, a recordable Warranty Deed with release of homestead rights (or other appropriate deed if title is in trust or in an estate), or Articles of Agreement for Deed. See Rider 10.

At closing, Seller shall execute and deliver to Purchaser, a recordable Warranty Deed with release of homestead rights (or other appropriate deed if title is in trust or in an estate), or Articles of Agreement for Deed. See Rider 10.

The following is for use in certain townhomes, strike if not applicable. Seller represents that as of the date of acceptance hereof the regular monthly assessment pertaining to this unit is , a special assessment has not been levied. The original amount of the special assessment per month due on the date of the closing will be $, and shall be not (strike one) to be assessed by the Purchaser at the date of the closing. Seller shall furnish Purchaser with a statement from the property owner verifying that all necessary property damage assessment and, if applicable, proof of waiver or termination of any right of first refusal or similar options contained in the bylaws thereof for the transfer of ownership. Additionally, the Seller shall deliver to Purchaser the bylaws, rules and regulations, and the price and current year’s operating budget within days of acceptance hereof. Seller agrees to pay any and all costs and fees as required by the Association and Purchaser agrees to pay the assessment and move-in fees if required by the Association. If the right of first refusal or similar option is exercised, this contract shall be void and the earnest money returned to Purchaser, but the Seller shall make the commission pursuant to paragraph 9 below.

Closing or escrow payment shall be on or before day of month , (except as provided in paragraph 3(c) above), provided title has been shown to be good and is accepted by Purchaser, at the office of Purchaser’s mortgagees or at other location.

Seller agrees to surrender possession of said Premises on or before day of month , provided sale has been closed. If possession is not delivered at closing, then, at closing, Seller shall pay to Purchaser $ per day for use and occupancy commencing the first day after closing up to and including the date possession is to be surrendered on or monthly basis, whichever period is shorter and the provisions of paragraph 6(b) shall apply. Purchaser shall refund any payment made for use and occupancy beyond the date possession is surrendered.

6(c) If the Premises is not delivered at closing, Seller shall deposit with Escrowee designated in paragraph 2 above an amount equal to 2% of the purchase price, to guarantee possession on or before the date set forth above, which sum shall be held from the set proceeds of the sale on Escrowee form.
of receipt. If Seller does not surrender possession as above, Seller shall pay to Purchaser in addition to the above use and occupancy the sum of 10% of said possession, or $___________ per day, until the possession is surrendered, said amount(s) to be paid out of escrow and the balance, if any, to be turned over to Seller. Acceptance of payments by Purchaser shall not relieve
70. Purchaser's other legal remedies. Seller and Purchaser hereby acknowledge that Escrowee will not distribute the possession escrow without the joint written direction of the Seller and Purchaser. If either Seller or Purchaser objects to the disposition of the possession escrow, then the parties hereto agree that the Escrowee may deposit the possession escrow with the Clerk of the Circuit Court by the filing of an action in the nature of an Interpleader. The parties agree that Escrowee may be reimbursed from the possession escrow for all costs, including reasonable attorney's fees, related to the filing of the Interpleader and do hereby agree to indemnify and hold Escrowee harmless from any and all claims and demands, including the payment of reasonable attorney's fees, costs, and expenses.
72. This contract is subject to the provisions appearing on the reverse side hereof and the following riders:

102. PURCHASER

<table>
<thead>
<tr>
<th>Print Name (Social Security #)</th>
<th>(City)</th>
<th>(State)</th>
<th>(Zip Code)</th>
<th>(E-Mail)</th>
</tr>
</thead>
</table>

103. PURCHASER

<table>
<thead>
<tr>
<th>Print Name (Social Security #)</th>
<th>(City)</th>
<th>(State)</th>
<th>(Zip Code)</th>
<th>(E-Mail)</th>
</tr>
</thead>
</table>

104. ACCEPTANCE OF CONTRACT BY SELLER

This day of ____________________, 20______, we accept this contract and agree to perform and convey title to the property as conveyed by the terms of this contract.

105. SELLER

<table>
<thead>
<tr>
<th>Print Name (Social Security #)</th>
<th>(City)</th>
<th>(State)</th>
<th>(Zip Code)</th>
<th>(E-Mail)</th>
</tr>
</thead>
</table>

106. MORTGAGES

107. Seller's Attorney

108. Purchaser's Attorney

109. FOR INFORMATIONAL PURPOSES:

110. Seller's Designated Agent Name

111. Cooperating Office

112. Purchaser's Designated Agent Name

113. Address

114. E-Mail

115. Address

116. Phone

117. Phone
PROVISIONS

1. Rent, interest on existing mortgage, if any, water rates and other items shall be paid to date of closing. If property herein is improved, but last available tax bill is on vacant land, parties hereto agree to prepare tax upon such bill on improved property if unavailable. Security deposit, if any, shall be paid to Purchaser at closing.

2. The provisions of the Uniform Vendor and Purchaser Sale Act of the State of Illinois shall be applicable to this contract.

3. At least five days prior to closing date, Seller shall deliver to Purchaser or his agent evidence of insurable title in the intended guarantee by delivering a Commitment For Title Insurance for Title Insurance Company holding date on or subsequent to the date of the acceptance of this Contract, in the amount of the purchase price subject to no exceptions other than those previously listed within this Agreement and to general exceptions contained in said commitment. Delay in delivery by Seller of Commitment For Title Insurance due to delay by Purchaser for mortgage in recording mortgage and bringing down title shall not be a default of this Contract. Every Commitment For Title Insurance furnished by Seller hereunder shall be conclusive evidence of title as therein shown. If evidence of title discloses other exceptions, Seller shall have thirty days from Seller's receipt of evidence of title to cure such exceptions and notify Purchaser accordingly, and to those exceptions which may be removed or cleared by payment of money, Seller may have sixty days removed at closing by using the proceeds of sale in payment thereof.

4. All notices herein required to be in writing and shall be served upon the parties at the addresses following their signatures or upon a party's attorney. The mailing of a notice by registered or certified mail, return receipt requested, shall be sufficient service when the notice is mailed. Notice may also be served by personal delivery or commercial delivery service, by mailgram, telegram, or by the use of a facsimile machine with proof of transmission and a copy of the notice with proof of transmission being sent by regular mail on the date of transmission. In addition, facsimile signatures shall be sufficient for purposes of executing, negotiating and finalizing this Contract. E-mail notices shall be deemed valid and received by the addressee thereof when delivered by e-mail and opened by the recipient provided that a copy of the e-mail notice is also sent by regular mail to the recipient on the date of transmission.

5. In the event of default by Purchaser, the earnest money, less the expenses and commission of the listing broker, shall be paid to the Seller. If Seller defaults, the earnest money, at the option of Purchaser, shall be refunded to the Purchaser, but such refund shall not release Seller from the obligation of this Contract. In the event of any default, Borrower shall give written notice to Seller and Purchaser indicating Borrower's intended disposition of the earnest money and request the Seller's and Purchaser's written consent to the Borrower's intended disposition of the earnest money within thirty (30) days after the date of mailing of the Notice. However, if Seller and Purchaser hereby acknowledge that if Borrower is a licensed real estate broker, Borrower may not distribute the earnest money without the joint written direction of the Seller and Purchaser and their authorized agent. If Borrower is not a licensed real estate broker, Seller and Purchaser hereby agree that, for the purpose of objecting to the proposed disposition of the earnest money within thirty (30) days after the date of mailing of said notice that Borrower shall proceed to dispose of the earnest money as previously indicated by the Borrower. If either Seller or Purchaser objects to the intended disposition within the aforementioned thirty (30) day period, or in the event Borrower is a licensed real estate broker and does not receive the joint written direction of the Seller and Purchaser authorizing the distribution of the earnest money, the parties hereby agree that the Borrower may deposit the earnest money with the Clerk of the Circuit Court by filing of an action in the nature of an interpleader. The parties agree that Borrower may be reimbursed from the earnest money for all costs, including reasonable attorney's fees, related to the filing of the interpleader and do hereby agree to indemnify and hold Borrower harmless from any and all claims and demands, including the payment of reasonable attorney's fees, costs and expenses arising out of such default claims and demands.

6. Seller represents that the heating, plumbing, electrical, central cooling, ventilating systems, appliances and fixtures on the premises are in working order and will be as at the time of closing and that the roof is free of leaks and will be as at the time of closing. Purchaser shall have the right to inspect the premises during the 48-hour period immediately prior to closing to verify that all is in working order and that the premises are substantially the same condition, normal wear and tear excepted, as of the date of this Contract.

7. If the premises are new construction, then Purchaser and Seller agree to comply with all applicable disclosure requirements as provided by the Federal Trade Commission, and Eler 13 hereby attached.

8. Seller warrants that no notice from any city, village, or other governmental authority of a dwelling code violation which currently exists in the premises has been issued and received by Seller or his agent. If notice is received between date of acceptance of the Contract and the date of closing, Seller shall promptly notify Purchaser of such notice.

9. At the request of Seller or Purchaser evidenced by notice in writing to the other party at any time prior to the date of delivery of deed hereunder, the said deed shall be cleared through an attorney with title insurance company, in accordance with the general provisions of the usual form of deed, and Money Earnor Agreement then furnished and in use by said company, with such special provisions inserted in the same as may be agreed to in writing in this Agreement. Upon the creation of such an escrow, anything herein to the contrary notwithstanding, payment of purchase price and delivery of deed shall be made through the escrow and this contract and the earnest money shall be deposited in the escrow and the Broker shall be made a party to the escrow with regard to examination duties. The cost of the escrow shall be divided equally between Purchaser and Seller.

10. Prior to closing, Seller shall furnish a survey by a licensed land surveyor dated not more than six (6) months prior to date of closing hereof showing the present location of all improvements. If Purchaser or Purchaser's mortgagee desires a more recent or extensive survey, same shall be obtained at Purchaser's expense.

11. Seller agrees to furnish to Purchaser an affidavit of title subject to those items set forth herein, and an ALTA form or copy thereof by Purchaser's mortgagee, of the Title Insurance Company for extended coverage.

12. Right is reserved by either party to inspect correct legal description of the premises, without notice, when same is available.

13. Seller shall have the right to pay off any existing mortgage(s) out of the proceeds of the sale.

14. Purchaser may place a mortgage on this property and apply proceeds of such mortgage to the purchase price. In the event that transaction does not close, Purchaser agrees to promptly cease release of same.

15. Purchaser and Seller hereby agree to make all disclosures and do all things necessary to comply with the applicable provisions of the Real Estate Settlement Procedure Act of 1974, as amended.

16. Seller shall pay the amount of any stamp tax imposed by the state and county on the transfer of title, and shall furnish a completed declaration signed by the Seller or Seller's agent in the form required by the state and county, and shall furnish any declaration signed by Seller or Seller's agent or the other representatives as established by the state and county with regard to a transfer tax or recordation tax. Such tax required by local ordinance shall be paid by the party in whose name it appears.

17. Seller shall remove from premises by date of possession all debris and Seller's personal property not conveyed by Bill of Sale to Purchaser.

18. Seller agrees to surrender possession of the real estate in the same condition as is at the date of this contract, ordinary wear and tear excepted. However, to the extent that Seller violates the immediately preceding sentence, Seller shall not be responsible for that portion of the total cost related to this violation that is below $250.00.

19. Time is of the essence of this contract.

20. Wherever appropriate, the singular includes the plural and masculine includes the feminine or neuter.

21. In the event the property is a flood plain and flood insurance is required by the Purchaser's lender, Purchaser shall pay same.
This Certificate of Homebuyer Training ("Certificate") is completed for the undersigned Homebuyer ("Homebuyer") who intends to use financing made available through the City of Chicago, Department of Housing Mortgage Credit Certificate Program to purchase a two-to-four unit home. This Certificate indicates that the Homebuyer attended a property management training course ("Property Management Training"), performed by the undersigned counselor (Counselor”), which:

1. Was at least two hours in duration;
2. Performed with both the Homebuyer and the Counselor in person;
3. Covered topics relevant to property management, including at least the following:
   - Legal aspects,
   - Finding and qualifying tenants,
   - Budgeting, reserves, and maintenance, and
   - Taxes and insurance;
4. Included distribution of written materials relating to the above topics; and
5. Was attended by the Homebuyer in addition to the Homebuyer Training unless the Property Management Training covered the topics required for the homebuyer training.

**HOMEBUYER CERTIFICATION**

I, ______________________________________ (name), the Homebuyer, certify that I attended a Property Management Training Session of the type indicated above.

Homebuyer’s Signature: ____________________________
Date: ____________________________

**COUNSELOR CERTIFICATION**

I, ______________________________________ (name), certify that I performed a Property Management Training of at least the type indicated above.

Counselor’s Signature: ____________________________
Business Name: ____________________________
Business Phone: ____________________________
Date: ____________________________

*This Certification is required for all loans for two-to-four unit residences. This Certificate must be completed before closing of the Homebuyer’s home loans, and must be included among the mortgage closing documents.*
Reservation No.:          ______             Name of Applicant:                                     Social Security No.:

This form must be completed for all persons who will be residing in the home purchased using the MCC who are age 18 or older. All residents must provide a social security number unless he/she is under age 18 or a non-citizen legally residing in the United States.

Resident name (printed): ____________________________ Resident signature: ____________________________

Complete one of the following:

___  I can provide a social security number. My social security number is: ___________________________

___  I cannot provide a social security number because I am a non-citizen legally residing in the United States.

Resident name (printed): ____________________________ Resident signature: ____________________________

Complete one of the following:

___  I can provide a social security number. My social security number is: ___________________________

___  I cannot provide a social security number because I am a non-citizen legally residing in the United States.

Resident name (printed): ____________________________ Resident signature: ____________________________

Complete one of the following:

___  I can provide a social security number. My social security number is: ___________________________

___  I cannot provide a social security number because I am a non-citizen legally residing in the United States.

Resident name (printed): ____________________________ Resident signature: ____________________________

Complete one of the following:

___  I can provide a social security number. My social security number is: ___________________________

___  I cannot provide a social security number because I am a non-citizen legally residing in the United States.

Resident name (printed): ____________________________ Resident signature: ____________________________

Complete one of the following:

___  I can provide a social security number. My social security number is: ___________________________

___  I cannot provide a social security number because I am a non-citizen legally residing in the United States.

Resident name (printed): ____________________________ Resident signature: ____________________________

Complete one of the following:

___  I can provide a social security number. My social security number is: ___________________________

___  I cannot provide a social security number because I am a non-citizen legally residing in the United States.
LOAN CLOSING DOCUMENTS
This section describes the process and contains the documents necessary to close a new MCC loan.

**Loan Closing Documents:** The Lender must include all of the following documents in the loan closing package within 14 days of the closing in order for the City to accept the Lender’s MCC reservation. Incomplete loan closing packages will not be accepted. **Lenders who submit closing documents more than 14 days post-closing may be subject to a minimum $200 IRS fine.**

**Closing Documents**

- Original Borrower's Closing Affidavit
- Original Seller's Affidavit
- Original Lender's Affidavit
- Program Fee – $375.00 - DOH portion ($225.00) – Lender portion ($150.00)
Reservation No.: _______________________

Name of Applicant: ______________________ Social Security No.: ____________________

**THERE ARE IMPORTANT LEGAL CONSEQUENCES TO THIS AFFIDAVIT. READ IT CAREFULLY BEFORE SIGNING.**

1. I (We), the undersigned, as part of my (our) application for a Mortgage Credit Certificate ("MCC") under the City of Chicago Mortgage Credit Certificate Program, Series 2022 (the "MCC Program"), in connection with a Mortgage loan (the "Mortgage Loan") from a Lender of my (our) choosing (the "Lender") for my (our) purchase or improvement of a single-family home (the "Residence"), being first duly sworn, state the following:

2. I (We) executed the Application Affidavit as part of my (our) application for a Mortgage Credit Certificate on _________________, 20___ (date Application Affidavit was signed).

3. **Check and complete Section (a) or (b), whichever applies**

   ☒ (a)  I (We) have reviewed the Application Affidavit and declare that there has been no change in any of the statements made in the Application Affidavit, and that those statements remain true and accurate as if made on the date hereof.

   ☒ (b)  I (We) have reviewed the Application Affidavit and declare that the following changes have occurred from the statements made in the Application Affidavit.

4. I (We) acknowledge and understand that this Affidavit will be relied upon for purposes of determining my (our) eligibility for an MCC. I (We) acknowledge and understand that a material misstatement negligently made by me (us) on this Affidavit or in any other statement made by me (us) in connection with an application for an MCC will constitute a federal violation punishable by a fine. I (We) further acknowledge and understand that any material misstatement fraudulently made in this Affidavit or in other statements made by me (us) in connection with the application for an MCC will constitute a federal violation punishable by a $10,000 fine and revocation of the MCC, which will be in addition to any criminal penalty imposed by law. In addition, any material misstatement or false statement which affects my (our) eligibility under Section 25 of the Internal Revenue Code of 1986, as amended, and the regulations there under will result in denial of my (our) application for an MCC or, if an MCC has been issued prior to discovery of the false statement, immediate revocation of the MCC issued.

5. In addition, I (we) hereby acknowledge and understand that any false pretense, including false statement or representation or the fraudulent use of any instrument, facility, article, or other valuable thing or service pursuant to my (our) participation in the program may be punishable by imprisonment or by a fine.
Date: ___________________         Date: _____________________

Signature of Applicant: ____________________________ Signature of Applicant: ____________________________

Name (printed): __________________________ Name (printed): __________________________

Signed and sworn to before me this ____________Day of __________________20________.

[SEAL]

Note: This form must be completed and signed by the Applicant(s). All blanks must be completed in order for the form to be valid. The Program Fee must accompany this Closing Affidavit unless the Lender has approved other arrangements. The Program Fee must be in the form of a certified or cashier's check or money order or Title Company or Lender check.
Reservation No.: _________________________

Name of Applicant: ______________________ Social Security No.: ______________________

**THERE ARE IMPORTANT LEGAL CONSEQUENCES TO THIS AFFIDAVIT. READ IT CAREFULLY BEFORE SIGNING.**

1. I (We), the undersigned, an essential participant in the application for a Mortgage Credit Certificate ("MCC") to be issued by the City of Chicago, Illinois (the "Issuer"), pursuant to its Mortgage Credit Certificate Program, Series 2022 (the "Program"), being submitted by __________________ (the "Buyer"), in connection with the Buyer's purchase from the undersigned of a single-family home, condominium, townhouse or housing cooperative (containing one to four living units), as applicable (the "Residence"), being first duly sworn, hereby state the following:

2. I (We) am (are) the Seller of the Residence located in the City of Chicago, Cook County, at the following address:

   ___________________________________________________________________________

3. The Residence is a residence comprising a single-family home, condominium, townhouse or housing cooperative, containing one to four living units.

4. The **total Purchase Price for the Residence and the land appurtenant thereto** will be $_______________. For this purpose, "total Purchase Price" includes the cost of acquiring the Residence as a complete unit from me (us). "Total Purchase Price" includes amounts paid by or on behalf of the Buyer for (i) the Residence, (ii) items attached to the Residence (such as carpeting, curtain rods, and light fixtures), (iii) commissions and builder's or architect's fees, (iv) site improvements, (v) fees for permits (including hook-up and tap-in fees), (vi) the capitalized value of ground rent, (vii) subcontracted items, (viii) construction loan interest and (ix) points if the points are paid by the Seller.

   "Total Purchase Price" does not include (i) title and transfer costs, survey fees, title insurance, appraisal fees, legal fees, credit reference fees, points if paid by the Buyer, but only to the extent that such costs do not exceed the usual and reasonable costs that would be paid in this area for a mortgage loan not covered by an MCC, (ii) the uncharged value of work performed by the Buyer or the Buyer's immediate family (parents, grandparents, spouse, siblings or children or grandchildren), or (iii) the cost of land owned by the borrower for at least two years before commencement of construction of the Residence.

   Apart from any customary real estate agents' commissions, no money is being paid, no promissory note is being delivered, nor is anything else of value (including, without limitation, personal property) being exchanged for or transferred to me (us) or any other persons by the Buyer or, to my knowledge, by any other person in connection with the purchase of the property, except as indicated in the escrow and settlement documents.

   I (we) have not entered into any agreement with the Buyer, the developer, the contractor, or any other person pursuant to which any portion of the Residence has been left unfinished or any fixtures or other necessary architectural appointments have been omitted or removed from the Residence in order to reduce the Purchase Price of the Residence.
No side deal or agreement, either verbal or written, is in place or contemplated for the completion of or the addition to the Residence unless the actual, reasonable estimated cost of the completion or addition is included in the Purchase Price stated above.

The land sold to the Buyer along with the Residence only maintains the basic livability of the Residence and does not provide, other than incidentally, a source of income to me (us). [This provision is not applicable to the acquisition of a condominium or housing cooperative or other purchase where no additional land is sold to the Buyer.]

If the Residence was occupied by the Buyer prior to Closing the Mortgage Loan, the rent charged by Seller did not exceed a fair market rent.

At no time prior to the date hereof has there been a mortgage on the Residence (whether in the form of a deed of trust, conditional sales contract, pledge, agreement to hold title in escrow or other form of owner financing) securing a loan to the Buyer, other than a construction loan, construction bridge loan or other temporary initial construction financing initially incurred for the sole purpose of acquiring the Residence and initially incurred within twenty-four months from the date of execution of the Buyer’s permanent Mortgage and having an original term not exceeding twenty-four months.

Except for a two-family Residence in a Target Area, if the Residence is a two- to four-family Residence, it was first occupied for residential purposes at least five years prior to the execution of the Mortgage loan being used for the purchase of the Residence.

I (We) acknowledge and understand that this Affidavit will be relied upon for purposes of determining the Buyer’s eligibility for an MCC. I (We) acknowledge that a material misstatement negligently made in this Affidavit or in any other statement made by me (us) in connection with the Buyer’s MCC will constitute a federal violation punishable by a fine. I (We) further acknowledge that any material misstatement fraudulently made in this Affidavit or in any other statement made by me (us) in connection with the Buyer’s application for an MCC will constitute a federal violation punishable by up to a $10,000 fine and revocation of the certificate, which will be in addition to any criminal penalty imposed by law.

In addition, I (we) hereby acknowledge and understand that any false pretense, including false statement or representation, or the fraudulent use of any instrument, facility, article or other valuable thing or service pursuant to participation in the program, may be punishable by imprisonment or by a fine.

Date: ___________________     Date: _________________________

Signature of Seller: ______________________ Signature of Seller: ______________________

Name (printed): _________________________ Name (printed): _______________________

Signed and sworn to before me this ______ Day of __________________ 20_______.  [SEAL]

Notary        Commission
Signature: ______________________________  Expiration Date: ______
Reservation No.: ______________________________

Name of Applicant: ____________________________  Social Security No.: ____________________________

I, the undersigned, an authorized officer of ________________________________ [Name of Lender]
located at ________________________________, [Address], the "Lender", hereby certify, represent and warrant to the City of Chicago (the "Issuer") that;

1. An authorized representative of the Lender has read the Borrower's Closing Affidavit and the Seller's Affidavit executed in connection with participation in the Issuer's Mortgage Credit Certificate Program 2022 Series (the "MCC Program") by:

_____________________________________________________________________
(Borrower Name(s))

_____________________________________________________________________
(Hereafter the "Borrower")

2. The Lender has originated a Mortgage loan to the Borrower in the amount of $__________________ (the "Mortgage Loan") with respect to a Residence located at: ________________________________ (Street Address) Chicago, Illinois _________ (zip code) (hereafter, the "Residence")

3. No facts have come to my attention, which would cause me to disbelieve or doubt the trustworthiness of the Affidavit(s) or any portion thereof.

4. Except for the administrative program fee, the points, origination fees, servicing fees, application fees, survey fees, credit report fees, insurance fees or similar financing costs charged by or on behalf of the Lender in connection with the Borrower's indebtedness are reasonable and do not exceed the amounts customarily charged by the Lender with respect to loans not provided in connection with a Mortgage Credit Certificate program.

5. The funds loaned to the Borrower are not directly or indirectly the proceeds of a tax-exempt bond issue.

6. Neither I nor the Lender, if it is not an individual, nor any other person expected to receive interest on the Mortgage Loan, is a related person to the Borrower.

7. The Borrower was qualified for the Mortgage Loan on the basis of monthly income of $__________________, which (together with $__________________ of monthly income not used to qualify the Borrower, to the best of my knowledge, reflects the total gross monthly income of the Borrower.

8. The Mortgage Loan was closed on ________________, 20______.
9. An authorized representative of the Lender has read the MCC Administration Procedures provided in connection with the MCC Program.

10. The Lender is aware of the requirement imposed by Section 1.25-8T(a) of the Income Tax Regulations with respect to annual reports by the Lender on Form 8329 due to be filed with the Internal Revenue Service by January 31 of years following those in which the Lender finances indebtedness in connection with the MCC Program. The Lender is also aware that there are penalties imposed by the Internal Revenue Service for noncompliance with the reporting requirement.

11. The Lender is aware of the record keeping requirement imposed by Section 1.25-8T (a) of the Income Tax Regulation and the provisions of the Lender Participation Agreement between the Lender and the Issuer.

Date: _______________________

Lender: ______________________________ By (name signed): ______________________________

Name (printed): ________________________ its: ______________________________________

Signed and sworn to before me this ______Day of________________20________. [SEAL]

Notary
Signature: ______________________________ Commission Expiration Date: ______________________________