



Redevelopment Authority
of Prince George's County



HOUSING INVESTMENT TRUST FUND
PRINCE GEORGE'S COUNTY PURCHASE ASSISTANCE PROGRAM (PGCPAP)

BORROWER AFFIDAVIT

The borrower (s) _____, _____ (individually or collectively, the "Borrower"), hereby certifies that Borrower is a first-time homebuyer (which includes persons who have not owned a home anywhere during the last three years) and hereby applies to Prince George's County for a **PGCPAP** Loan in the amount of \$_____ in order to purchase the land and improvements located at _____ (the "Property"). **If buyer is actively employed by Prince George's County in one of the following occupations: Police Officer, Corrections Officer, Sheriff, Deputy Sheriff, Classroom Teacher, Firefighter, Emergency Medical Technician, or Nurse they may be eligible for an additional \$5,000.00 to bring the total loan amount up to \$20,000.00, based on need.**

The **PGCPAP** Loan will be a zero percent (0%) interest, deferred payment loan, secured on the property as a second deed of trust, with the full loan amount plus any accrued interest due upon the sale, transfer, cash-out refinancing of the Property, or if the Property ceases to be the Borrower's primary residence. Borrower understands that the **PGCPAP** Loan is not forgiven over time and is fully due and payable upon any of the occurrences of the proceeding specified events.

The Borrower(s) hereby acknowledges that the Property to be purchased with the **PGCPAP** loan is subject to the requirements of the **HOUSING INVESTMENT TRUST FUND**. These requirements will be outlined in the **PGCPAP DPCCA REGULATORY AGREEMENT AND DEED OF TRUST** which borrower(s) will execute at closing. The **PGCPAP DPCCA REGULATORY AGREEMENT AND DEED OF TRUST**, cannot be assumed by a subsequent purchaser unless Prince George's County has approved such assumption in writing in an assumption agreement.

Each Borrower declares under penalty of perjury as follows:

1. All of the information provided by the Borrower in (i) the **PGCPAP** Loan Application, (ii) the application of the Borrower to _____ (**name of first mortgage lender**) for a first mortgage loan (a copy of which is hereby submitted to the County), and (iii) the representations made in this affidavit is

true, correct, and complete on and as of this day, and the loan terms have not changed. Further, the first mortgage loan is not an adjustable rate or a subprime loan.

2. The Property is not being acquired through a tax foreclosure or eminent domain proceeding.
3. The Property being purchased is located in Prince George's County, Maryland:
4. The **PGCPAP** Loan proceeds will not be used for any of the following: (i) relocation activities of any tenants at the Property, or (ii) design, acquisition or construction of a building to be used as a place of sectarian religious worship.
5. The Borrower has attended 8 hours of housing counseling class conducted by a HUD-certified housing counselor. **NO ONLINE CLASSES WITH BE ACCEPTED**
6. The Borrower is not an official employee, agent, or consultant of the County or member of a governing body over the Redevelopment Authority, or any other public official or authority who exercises or has exercised any function or responsibility with respect to the **PGCPAP**, (or who is in a position to participate in the decision-making process or gain inside information with regard to the **PGCPAP**). (Any such person, is considered a "Conflicted Person"). If the Borrower is a family member of, or business partner in any venture with, any Conflicted Person, the Borrower has notified the **PGCPAP** of such relationship and has been authorized to proceed by the **PGCPAP**.
7. All properties funded under the **PGCPAP** must pass a Housing Quality Standards (**HQS**) Inspection. **HQS Inspection deficiencies must be repaired by the Seller prior to closing. BORROWER IS WARNED NOT TO SPEND MONEY FOR REPAIRS ON A SELLER OWNED PROPERTY PRIOR TO CLOSING DUE TO THE RISK THAT THE LOAN MAY NOT CLOSE AND DUE TO THE PGCPAP REQUIREMENT THAT NO CASH BE DISBURSED OR "REIMBURSED" TO THE BORROWER AT SETTLEMENT.**
8. **The Borrower Settlement date will be scheduled seven (7) business days (Not Including Federal Holidays). From the time PGCPAP receives First Trust Lenders Final Approval and Clear to Close.**
9. **PGCPAP is the only entity that can schedule a closing date with the Title Company. Realtors will schedule the time.**

Date: _____ Borrower: _____ Borrower email: _____

Date: _____ Borrower: _____ Borrower email: _____