

## Home First Program Borrower Attestation

The undersigned Borrower(s) as applicants for a mortgage loan originated pursuant to New Hampshire Housing's Home First Program (the Program), being duly sworn, do hereby state as follows:

The residence for which the Borrower(s) is requesting a mortgage loan is located at:

(Street Address) \_\_\_\_\_  
(City/Town) \_\_\_\_\_, New Hampshire  
(the Property.)

1. The Borrower(s) intends to occupy the Property as the Borrower's principal residence promptly after closing the loan but in no event more than sixty (60) days after such closing. *This statement does not apply to a non-occupant co-borrower.*
2. The Borrower(s) has no present intent to lease, sell, assign or transfer any interest of the Borrower(s) in the Property, or any portion thereof.
3. The Borrower(s) has not entered into any agreements, understanding or other arrangement to lease, sell, assign or transfer the referenced Property.
4. If the Property contains more than one dwelling unit, there are no more than four units, at least one of which will be occupied by the Borrower(s) within sixty (60) days after closing of the loan, and the Property was first occupied as a residence at least five (5) years before the date on which the Note is executed. (The 5-year rule does not apply if purchasing a 2-Unit in a Targeted Area). *This statement does not apply to a non-occupant co-borrower.*
5. The Borrower(s) does not now and does not intend to use more than fifteen percent (15%) of the total area of the Property primarily in a trade or business in a manner which would permit the Borrower(s) to take a deduction for any portion of the costs of the Property for expenses incurred in connection with such trade or business use of the Property on the Borrower(s)'s federal income tax return.
6. The Borrower(s) does not now and does not intend to use the Property as an investment Property (except with respect to the rental of a unit in a two-four-unit owner-occupied residence) or as a recreational home.
7. All of the land upon which the Residence is located is reasonably necessary to maintain the basic liability of the home and will not provide, other than incidentally, a source of income. The Borrower(s) has no intention of subdividing such land or otherwise selling any portion of the Property separately from the home. Maximum lot size will not exceed ten (10) acres unless a Land Use Affidavit has been signed.
8. During the last three (3) years the Borrower(s) did not have any ownership interest in a principal residence. The Borrower(s) understands that "ownership interest" includes the following types of interest: (i) a fee simple interest, (ii) a joint tenancy, a tenancy in common or tenancy by the entirety, (iii) the interest of a tenant-stockholder in a cooperative, (iv) a life estate, (v) a contract to purchase residential real estate, or (vi) an interest held in a trust established by Borrower(s) or some other person. The Borrower(s)

further understands that a "ownership interest" does not include (i) a remainder interest, (ii) an ordinary lease, with or without an option to purchase, (iii) a mere expectancy to inherit an interest in a principal residence, (iv) the interest that a purchaser of a residence acquires on the execution of a purchase contract and (v) an interest in other than a principal residence during the previous three years. *This statement does not apply to a non-occupant co-borrower.*

9. The Borrower(s) has not assumed or incurred any indebtedness to anyone relating to the acquisition of the Property other than to the Property Seller.
10. With respect to the Acquisition Cost of the Property, the price stated in the agreement between the Borrower(s) and the Property Seller is true and correct and represents the complete agreement between the purchaser or purchasers (or a related party for the benefit of the purchaser) and the Property Seller (or a related party to or for the benefit of the Property Seller) with respect to the Purchase Price including the price of all fixtures. Any indebtedness assumed or incurred by the Borrower(s) or anyone acting on his or her behalf directly or indirectly (including any special assessments) has been disclosed, in writing, to the Lender.
11. The Property is a completed residential unit. If the Property is existing housing, no repair or rehabilitation to the Property is necessary to bring the Property into compliance with industry accepted underwriting standards. If the Property is new construction, no additional work is necessary to complete the Property so as to permit occupancy under local law or to finish the Property to the extent normally provided by the builder.
12. The Borrower(s) is using the proceeds of the mortgage loan for the purpose of acquiring the Property and not for the repayment or refinancing of existing mortgages or debts other than (a) construction period loans, or (b) similar temporary initial financing which had a term of twenty-four (24) months or less.
13. No part of the proceeds of the mortgage loan is being applied to purchase appliances, furniture or other personal property not permanently affixed to the Property. If the purchase agreement with the Property Seller described in paragraph 9 and 10 is inconsistent with this representation, those provisions in the purchase agreement do not reflect the intention of the Borrower(s) and the Property Seller.
14. The Borrower(s) made no material misstatements in connection with the application for the mortgage loan evidenced by the Note and Mortgage/Security Instrument.
15. The Borrower(s) has disclosed all income sources to the Lender, to include salary, commissions, bonuses, earnings from part-time employment, interest, dividends, tips, gains on sales of investments (including virtual currency), annuities, pensions, royalties, Veterans Administration compensation, net rental income from all sources, alimony, child support, public assistance, sick pay, social security benefits, income received from business activities or investments (including virtual currency), estate or trust income, unemployment compensation and miscellaneous income. The Borrower(s) has provided evidence of required and applicable income documentation to the Lender, including executed loan documents such as FNMA Form 1003/FHLMC Form 65, Residential Loan Application, or HUD Form 92900/VA Form 26-1802A, HUD/FHA Application for Insurance under the National Housing Act/VA Application for Home Loan Guaranty, as applicable.

The Borrower(s) states that at the time the income information was provided to the Lender, it was true and correct.

Borrower(s)

I/We, the Borrower(s) declare under penalty of perjury that the above statements are true, accurate and complete.

\_\_\_\_\_  
Signature Date

\_\_\_\_\_  
Name (Printed)  Occupant  Non-Occupant

\_\_\_\_\_  
Signature Date

\_\_\_\_\_  
Name (Printed)  Occupant  Non-Occupant

\_\_\_\_\_  
Signature Date

\_\_\_\_\_  
Name (Printed)  Occupant  Non-Occupant

\_\_\_\_\_  
Signature Date

\_\_\_\_\_  
Name (Printed)  Occupant  Non-Occupant