



# **VHFA Form Completion Guide:**

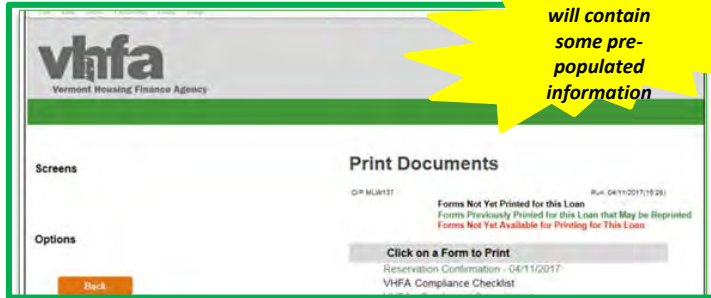
**MOVE MCC**

**ASSIST**

# VHFA Forms Access and Overview

Forms can be accessed in 2 different places in the **Loan Origination Center**:

**1** Loan Detail/Print Documents



**2** Guides, Forms and Resources/VHFA Forms library



The following forms are required for MOVE MCC and ASSIST:

VHFA Program	Due at Compliance Submission	Due with Post-Closing Submission	Due After Closing
<b>MOVE MCC</b>	<b>3 Forms</b> <ul style="list-style-type: none"> <li><input type="checkbox"/> MOVE MCC Compliance Affidavit</li> <li><input type="checkbox"/> Federal Act Income &amp; Acquisition Cost Worksheet</li> <li><input type="checkbox"/> Mortgagor Disclosure of Recapture Tax (depends on lender process)</li> </ul>	<b>4 Forms</b> <ul style="list-style-type: none"> <li><input type="checkbox"/> Reaffirmation of Affidavit</li> <li><input type="checkbox"/> Notice to holder</li> <li><input type="checkbox"/> VT Property Transfer Tax Exemption</li> <li><input type="checkbox"/> Affidavit of Affixation (manufactured home only)</li> </ul>	<b>1 Form</b> <ul style="list-style-type: none"> <li><input type="checkbox"/> Lenders Final Cost Certification (for post-closing repairs only)</li> </ul>
<b>ASSIST</b>	<b>No Forms</b>	<b>4 Forms</b> <ul style="list-style-type: none"> <li><input type="checkbox"/> Closing Agent Instructions</li> <li><input type="checkbox"/> ASSIST Disclosure</li> <li><input type="checkbox"/> ASSIST Note</li> <li><input type="checkbox"/> ASSIST Deed</li> </ul>	<b>No Forms</b>

# VHFA Forms: Loan Detail/Print Documents Queue

In the Loan Origination Center/Loan Detail/Print Documents queue you can access:

- Confirmation documents listed in **green** below are the confirmation and submission documents.
- Forms listed in **black** require borrower or lender completion, and in some cases information will pre-populate.

Program	Reservation	Conditional Commitment	Post-Closing Approve
<i>Where to access documents and forms:</i>	<i>Loan Origination Center Print Documents</i>	<i>Loan Origination Center Print Documents</i>	<i>Loan Origination Center Print Documents</i>
MOVE MCC	<ul style="list-style-type: none"> <li>▪ <b>Reservation Confirmation (MLW4005)</b></li> <li>▪ <b>Compliance Checklist (MLW8006)</b></li> <li>▪ Federal Act Income and Acquisition Cost Worksheet (S-601)</li> <li>▪ MOVE MCC Compliance Affidavit (S-2014D)</li> <li>▪ Mortgagor Disclosure of Recapture Tax</li> </ul>	<ul style="list-style-type: none"> <li>▪ <b>Conditional Commitment (MLW8008)</b></li> <li>▪ Reaffirmation (S-645mbs)</li> <li>▪ Notice to Holder (MCC 2014B)</li> <li>▪ Vermont Property Transfer Tax Exemption (S-937)</li> <li>▪ Manufactured Home Affidavit of Affixation (MFAA2019) – <i>Conventional Manufactured Home only</i></li> <li>▪ Lenders Final Cost Certification (S-644)</li> </ul>	
ASSIST		<ul style="list-style-type: none"> <li>▪ <b>ASSIST Conditional Commitment (MLW8009)</b></li> <li>▪ ASSIST Loan Acknowledgement and Award Letter (MLW5714) - <i>FHA only</i></li> <li>▪ Closing Agent Instructions for ASSIST Mortgage Loan (S-2015C)</li> <li>▪ ASSIST Mortgage Disclosure (S-2015A)</li> <li>▪ Zero Interest ASSIST Note (S-2015D)</li> <li>▪ ASSIST Mortgage Deed (S-2015E)</li> </ul>	<ul style="list-style-type: none"> <li>▪ <b>ASSIST Funding Notification (MLW8020)</b></li> </ul>



VHFA Form Completion Guidance

# **MOVE MCC**

# COMPLIANCE SUBMISSION

# Federal Act Income & Acquisition Cost Worksheet - Page 1 of 2

**VERMONT HOUSING FINANCE AGENCY  
FEDERAL ACT INCOME and ACQUISITION COST WORKSHEET**

Borrower: **A** \_\_\_\_\_ Co-Borrower/Non-Borrower Spouse: \_\_\_\_\_  
 Property Address: \_\_\_\_\_ VHFA Loan Number: **B** \_\_\_\_\_

For all Vermont Housing Finance Agency programs, the federal act income limitation must be used. All sources of annual income for each borrower and any non-borrowing spouse must be totaled and grossed annual income cannot exceed the eligible income limits for the Vermont Housing Finance Agency program selected.

**Income**  
 Complete this section to total gross annual income for each borrower and any non-borrowing spouse:

Type of Income**	How to Calculate	Borrower	Co-Borrower or Non-Borrowing Spouse	Total Gross Annual Income
Regular Salary or Hourly Wage	Total current annual base salary or weekly base pay annualized or multiplied by 52 weeks.			
Overtime, Commission, Tips or Differentials	Total amount paid over the last 52 weeks, or if with this employer for less than 52 weeks use the weekly average to date multiplied by 52 weeks.			
Bonus or Profit Sharing	If earned once a year, include last bonus paid or if paid multiple times in a year add total of all bonuses paid over the last 52 weeks.			
Self-Employed	Net profit over the last 52 weeks (depreciation does not need to be added back).			
Military	Include base pay, any reserve pay for the last 52 weeks and any non-taxable stipends such as quarters, rations, clothing, etc.			
Partnership Income	Total income and distributions reflected on last K-1.			
VA Disability	Annualized amount received.		<b>C</b>	
Social Security, Disability or Pensions	Annualized amount received.			
Alimony or Child Support	Annualized base amount decreed in court documents.			
Dividend or Interest	Include amount reflected on most recent reported tax return. (Note: If asset is being liquidated do not include. If asset is being normally liquidated reduce by 5% liquidation).			
Stipends	Annualized amount based on most recent award letter.			
Unemployment	Include unemployment income when there is recertification (i.e. seasonal worker) and reflect total amount received over the last 52 weeks.			
Public Assistance	Annualized amount based on most recent award letter.			
Subject Property Rental Income	Include 75% of gross rent based on (a) market rent or (b) lease agreement.			
Other	Annualized amount received.			
<b>Total Gross Annual Household Income</b>				
<b>Total number of people in household</b>				
<b>Vermont Housing Finance Agency program income limit</b>				

**Acquisition Cost**  
 Complete this section for the total value of the subject property:

Type of Value	How to Calculate	Value
Purchase Price	Purchase price reflected on the purchase and sale agreement (see addenda).	
Repairs	Add any acceptable, suitable and reasonable improvements that will be made by the borrower to the property and are not factored into the purchase price. (Maximum of \$15,000 may be included in the mortgage loan).	<b>F</b>
Community Land Trust	Add the result: multiply the full monthly lease fee or stewardship fee by 12 and divide by the VHFA interest rate.	
Personal Property	Subtract value of any personal property included in the sale (i.e. lawn tractor, above ground pool, any non-standard items that will convey with the sale above what is considered normal and customary).	
<b>Total Acquisition Cost</b>		
<b>Vermont Housing Finance Agency program purchase price limit</b>		

**Leader verification:**

(Signature) \_\_\_\_\_ (Date) \_\_\_\_\_  
 (Printed Name) \_\_\_\_\_ (Title) \_\_\_\_\_  
 (Lending Institution) \_\_\_\_\_

**H**

VHFA Income and Acquisition Cost Worksheet (6-001) Page 1 of 2 Rev. 2019/09/01

### Completion Instructions

**A**  Input borrower name(s)

**B**  Input subject property address and VHFA Loan Number

**C**  Complete the income information for borrower(s) and non-borrowing spouse (if applicable) using the calculation instruction provided.  
 Totals will populate automatically

**D**  Input number of persons in family

**E**  Enter VHFA program income limit

**F**  Complete the acquisition cost fields as applicable using the instruction provided, the Total Acquisition Cost will automatically populate.

**G**  Enter VHFA program purchase price limit

**H**  Send copy of completed form to VHFA with the pre-closing Compliance Submission

## Federal Act Income & Acquisition Cost Worksheet – Page 2 of 2

### Supporting Income Documentation

When a file is submitted to VHFA for a pre-closing compliance review, income documents are required to support the calculations reflected on the prior page. The following summarizes the standard income documents needed for each type of income. \*VHFA reserves the right to request additional documents:

Type of Income	Minimum Documentation Required by VHFA*
Regular Salaried or Hourly Wage	<input type="checkbox"/> Most recent 3 years tax returns with all schedules <input type="checkbox"/> Most recent W-2 <input type="checkbox"/> 2 most recent paystubs <input type="checkbox"/> Verification of Employment <input type="checkbox"/> Most recent contract (for contracted field positions)
Self-Employed	<input type="checkbox"/> Most recent 3 years tax returns with all schedules <input type="checkbox"/> YTD P&L after March 31
Military	<input type="checkbox"/> Most recent 3 years tax returns with all schedules <input type="checkbox"/> 2 most recent leave and earnings statements
Partnership Income	<input type="checkbox"/> Most recent 3 years tax returns with all schedules <input type="checkbox"/> Most recent K-1 <input type="checkbox"/> Most recent 2 years corporate tax returns with all schedules
VA Disability	<input type="checkbox"/> Certificate of Eligibility (if underlying product is VA) <input type="checkbox"/> Award letter or most recent bank statement with VA auto deposit (if underlying product is conventional, RD or FHA)
Social Security, Disability or Pension	<input type="checkbox"/> Most recent 3 years tax returns with all schedules <input type="checkbox"/> Most recent award letter
Alimony or Child Support	<input type="checkbox"/> Most recent 3 years tax returns with all schedules <input type="checkbox"/> Divorce Decree <input type="checkbox"/> Child Support Order
Dividend or Interest	<input type="checkbox"/> Most recent 3 years tax returns with all schedules
Spousal	<input type="checkbox"/> Most recent 3 years tax returns with all schedules <input type="checkbox"/> Most recent contract, paystub or award letter
Unemployment	<input type="checkbox"/> Most recent 3 years tax returns with all schedules <input type="checkbox"/> Most recent 1099-G
Public Assistance	<input type="checkbox"/> Most recent 3 years tax returns with all schedules <input type="checkbox"/> Most recent award letter
Subject Property Rental Income	<input type="checkbox"/> Appraisal or Lease
Other	<input type="checkbox"/> Most recent 3 years tax returns with all schedules <input type="checkbox"/> Most recent documentation supporting the income

VHFA Income and Acquisition Cost Worksheet 9-9/11

Page 2 of 2

Rev: 2019-09-01

### Completion Instructions

- No action needed for this page, this is the minimum list of income documents required by VHFA to support the income calculations on the prior page.

**VERMONT HOUSING FINANCE AGENCY  
MOVE MCC COMPLIANCE AFFIDAVIT**

Borrower Name: JOHN DOE VHFA Loan Number: 01234567  
 Co-Borrower Name: JANE DOE  
 Non-Borrowing Spouse Name: \_\_\_\_\_

**A**

The Vermont Housing Finance Agency uses funds from tax exempt bonds to finance mortgage loans. This executed affidavit is intended to satisfy the tax exempt bond requirements outlined in the Internal Revenue Code. In the case of all borrowers and any non-borrowing spouse, statements made throughout this affidavit in the singular include the plural. The undersigned certifies that:

**1. PROPERTY TYPE and REQUIREMENTS**

A. The Property for which the mortgage loan is being requested is located in **B** State of Vermont at the following address: 123 MAIN STREET, CITY, VT 05432  
(Street Address, City, State, Zip Code)

B. The Property is one of the following:

- Existing or newly constructed (never occupied) residence consisting of one dwelling (non-manufactured housing).
- New or existing condominium unit that meets the eligibility requirements of the applicable agency.
- Existing 2-family, both units have been existing and been occupied as residential units for at least five (5) years. Before the loan closing date of the mortgage loan. Line B below applies only to one dwelling unit within the 2-family, which is intended for my/our personal occupancy.
- Existing or newly constructed (never occupied) permanently affixed manufactured home on owned land that was manufactured in the year 2000 or more recently.

C. I will occupy the Property as my principal and permanent place of residence within 60 days after the loan closing date, and thereafter continually occupy the Property as my principal and permanent residence for the life of the mortgage loan.

D. I have no present intent to lease (except for 2-family units), sell, assign or transfer any interest in the Property to another party and have not entered into any agreement, understanding or other arrangement to lease, sell, assign or transfer the Property.

E. Except for 2-family units, I will not use more than 15 percent (15%) of the total area of the Property for home business or commercial use and not more than 15 percent (15%) of the costs of the Property will be deducted as a home business or commercial expense on my Federal income tax return.

F. I confirm that the Property as described above does not include more than 15 acres of land and I will not use the Property as a recreational, seasonal or part-time Property, or as an investment property and do not intend to farm the land and will not receive, other than incidentally, any income from the Property or the land, and I will not subdivide the land, nor apply for a zoning variance to avoid any minimum lot size requirements.

G. I certify that the cost of acquiring the Property has been fully disclosed to the lender and is within the Acquisition Cost limits established by Vermont Housing Finance Agency. I certify that there are no other side agreements pertaining to the Property purchase.

**2. OTHER REAL ESTATE OWNED**

I will not at the time of the loan closing date have an ownership interest in any real estate other than the Property securing the mortgage loan with the exception of the following:

- Vacant land
- A property that is unsuitable for year-round occupancy and was never occupied as a Property.
- Commercial or industrial property that has no residential units.
- A single-wide mobile home in a park that is not permanently affixed to land per VHFA's requirements.
- Named on the deed of a parental home that is currently being occupied by a living parent(s) that I/we have not resided in as my/our principal Property nor claimed any tax benefit for.

VHFA MOVE MCC Compliance Affidavit #5-2014D Page 1 of 4 Rev: 2019 09 01

## Completion Instructions

**A**

- Borrower name, co-borrower and non-borrowing spouse name and VHFA Loan Number will automatically populate when this form is accessed from the Loan Detail/Print Documents queue.
- If this form is accessed from the Guides, Forms and Resources/Forms library borrower name, co-borrower and non-borrowing spouse name and VHFA Loan Number will need to be entered.

**B**

- Subject property address will automatically populate when this form is accessed from the Loan Detail/Print Documents queue.
- If this form is accessed from the Guides, Forms and Resources/Forms library property address will need to be entered.

3. NEW MORTGAGE REQUIREMENT AND USE OF PROCEEDS

No part of the proceeds of the mortgage loan will be used directly or indirectly to repay any existing loan made in connection with the Property, except construction loans, bridge loans or similar temporary initial financing having a term of twenty-four (24) months or less.

4. HOUSEHOLD SIZE AND INCOME

A. My gross annual household income does not exceed the income limit established by Vermont Housing Finance Agency for the size of my household and the county or MSA in which the Property is located based on the table below. All sources of income must be disclosed to the lender, including any known increases in income expected to occur within sixty (60) days of the loan closing. All sources of income must be disclosed, including but not limited to: gross base pay, overtime, part-time or second income, bonuses, dividends, interest income, disability, social security, unemployment, pension, rental income, alimony, child support, self-employment or public assistance.

B. I acknowledge that I must furnish the lender copies of the filed Federal Income Tax Returns including all amendments signed by me for the three (3) previous years. If I am required to file a Federal Income Tax return during the past three (3) years, the year(s) is/are \_\_\_\_\_ and the reason(s) is/are \_\_\_\_\_

C. If any of the returns show deductions for mortgage interest or property tax expenses, the year(s) is/are \_\_\_\_\_ and the reason(s) is/are \_\_\_\_\_

MOVE MCC Conventional Income and Purchase Price Limits

County	Income Limit 2 or fewer person household	Income Limit 3 or more person household	Purchase Price Limit 1 unit	Purchase Price Limit 2 unit
Addison	\$62,320	\$62,320	\$270,000	\$340,000
Bennington	\$58,880	\$58,880	\$270,000	\$340,000
Caledonia	\$58,880	\$58,880	\$300,000	\$350,000
Chittenden	\$73,280	\$73,280	\$300,000	\$350,000
Essex	\$58,880	\$58,880	\$300,000	\$350,000
Franklin	\$73,280	\$73,280	\$300,000	\$350,000
Grand Isle	\$73,280	\$73,280	\$300,000	\$350,000
Lamoille	\$58,880	\$58,880	\$300,000	\$350,000
Orange	\$58,880	\$58,880	\$300,000	\$350,000
Orleans	\$58,880	\$58,880	\$300,000	\$350,000
Rutland	\$58,880	\$58,880	\$300,000	\$350,000
Washington	\$62,960	\$62,960	\$300,000	\$350,000
Windham	\$58,880	\$58,880	\$300,000	\$350,000
Windsor	\$60,880	\$60,880	\$270,000	\$340,000
Burlington Census Tracts 4 & 10	\$73,280	\$73,280	\$300,000	\$350,000

MOVE MCC Government Income and Purchase Price Limits

County	Income Limit 2 or fewer person household	Income Limit 3 or more person household	Purchase Price Limit 1 unit	Purchase Price Limit 2 unit
Addison	\$79,300	\$90,000	\$270,000	\$340,000
Bennington	\$79,500	\$90,000	\$270,000	\$340,000
Caledonia	\$90,000	\$98,000	\$300,000	\$350,000
Chittenden	\$90,000	\$98,000	\$300,000	\$350,000
Essex	\$90,000	\$98,000	\$300,000	\$350,000
Franklin	\$95,000	\$110,000	\$300,000	\$350,000
Grand Isle	\$90,000	\$98,000	\$300,000	\$350,000
Lamoille	\$90,000	\$98,000	\$300,000	\$350,000
Orange	\$90,000	\$98,000	\$300,000	\$350,000
Orleans	\$90,000	\$98,000	\$300,000	\$350,000
Rutland	\$90,000	\$98,000	\$300,000	\$350,000
Washington	\$90,000	\$110,000	\$300,000	\$350,000
Windham	\$90,000	\$98,000	\$300,000	\$350,000
Windsor	\$79,300	\$90,000	\$270,000	\$340,000

Completion Instructions



Information entered in limited instances where borrower, co-borrower or non-borrowing spouse did not file a tax return in the prior 3 years. To enter information in this field the form will need to be accessed from the Guides, Forms and Resources/Forms library.

Enter the year(s) taxes were not filed and reason.



Information entered in limited instances where borrower, co-borrower or non-borrowing spouse filed any mortgage interest deduction in the prior 3 years. To enter information in this field the form will need to be accessed from the Guides, Forms and Resources/Forms library.

Enter the year(s) mortgage interest was deducted and reason.



## Completion Instructions

This page does not require any input

5. **FIRST-TIME BUYER REQUIREMENT** (this section applies if the Property is located in Addison, Bennington, Chittenden, Grand Isle or Windsor counties only)  
Borrower and any Non-Borrowing Spouse must not have held an ownership interest in, or received spousal benefit from, a principal residence for the most recent three (3) year period if the Property is located in: Addison, Bennington, Chittenden, Grand Isle or Windsor counties. There are two exceptions to this requirement:
- The Property being purchased by me is located in census tract 4 or 10 in Burlington (Chittenden County).
  - I represent that I have served in active duty and have been honorably discharged from armed services within the last 25 years and meet the definition of veteran and have provided such evidence to the lender.
6. **HOME BUYER EDUCATION AND COUNSELING**  
I confirm that the lender has reviewed the homebuyer education and counseling prerequisite and I will complete homebuyer education and counseling that meets Vermont Housing Finance Agency requirements prior to loan approval.
7. **ASSIST DOWN PAYMENT AND CLOSING COST ASSISTANCE LOAN** (this section applies to the ASSIST program only)  
If I intend to receive ASSIST, Vermont Housing Finance Agency's down payment and closing cost assistance loan, I certify that:
- A. I do not have liquid assets that exceed \$30,000 at any time from the date of the loan application through loan closing. Liquid assets include but are not limited to: funds in a checking or savings account (including proceeds deposited from a loan or liquidation of a retirement account), a certificate of deposit, gift funds received or to be received prior to closing, the earnest money deposit, and any other non-retirement liquid assets such as stocks or bonds.
  - B. I am a first time home buyer and have never held ownership interest nor received spousal benefit from a principal residence at any location at any time prior to the loan closing date.
8. **FEDERAL RECAPTURE TAX**  
VHFA mortgage loans are subject to a Federal Recapture Tax due to the source of funding. There is no way to predict if you will owe any Recapture Tax since it is based on how long you own the home, your income and family size at the time you sell or dispose of the Property and the amount of profit on the sale, if any. You are required to pay a Federal Recapture Tax at the time you sell or dispose of the Property only if all of the following are met:
- The Property is sold within (9) years from the loan closing date of the mortgage loan, AND
  - Your income exceeds limits that are set for the year in which you sell the Property and family size. These are not the same limits used for mortgage loan approval. VHFA will not verify your income on an annual basis, it is your income for the year in which you sell or dispose of the Property that determines if you are liable for Federal Recapture Tax, AND
  - At the time the Property is sold or disposed, you make a profit. You may be subject to the Federal Recapture Tax based on the lesser of 6.25% of the original mortgage loan amount or 50% of the profit received from the sale of your home.
9. I consent to the disclosure of my nonpublic personal information to Vermont Housing Finance Agency, its underwriters and servicers who may be unaffiliated third parties for purposes of doing all things related to the mortgage loan for which I have applied, including, but not limited to, regulatory compliance, origination, purchasing and servicing.
10. I declare that the foregoing representations are true and correct and understand that if I made any material misstatements or omissions in the foregoing representations, it will be considered a default under the Mortgage and MCC and possibly a criminal offense.
11. I understand that the home purchase is being financed with a mortgage made available with the assistance of VHFA. Because of this, I understand that I cannot sell my home to a person ineligible under VHFA's guidelines for this program unless I pay my loan in full. If I sell my home to a party ineligible under VHFA's guidelines for this program, and allow the buyer to make my payments for me (assume my loan), the lender (which includes any successor or assignee of the lender which makes me the loan) may refuse to allow the sale and demand immediate full repayment of the loan. This could result in foreclosure or repossession of the property. In addition, if I rent the property or committed fraud or intentionally misrepresented myself when I applied for the loan, the lender may foreclose my mortgage and repossess the property.

12. I certify that no portion of the financing of the acquisition of the Property is or will be provided from the proceeds of a qualified mortgage bond or a qualified veteran's mortgage bond. No portion of the mortgage for the Property has been provided by person related to me (as defined pursuant to Section 1.25 3T(n)), or has or is expected to have, an interest as a creditor in the mortgage loan being acquired for the Property.
13. I understand and agree that if an MCC is issued to me, it cannot be transferred or assumed.
14. I acknowledge and understand that this Affidavit will be relied upon for purposes of determining my eligibility for MCC. I acknowledge that a material misstatement negligently made in this Affidavit or in any other statement made by me in connection with an application for an MCC will constitute and also result in a federal violation punishable by a fine of \$1,000.00; and a material misstatement fraudulently made in this Affidavit or in any other statement made by me in connection with application for an MCC will constitute a federal violation punishable by a fine of \$10,000.00 and also a revocation of the MCC and any other criminal penalty imposed by law. In addition, any material misstatement or false statement which affects my/our eligibility for an MCC will result in denial of my application for an MCC, or, if an MCC has been issued prior to discovery of the false statement, cause immediate cancellation of the MCC issued and the resulting thereof.
15. I further acknowledge that if any information or certification I provide contains a material misstatement which is due to fraud, then any MCC issued will automatically become null and void without any need for further action on the part of VHFA.
16. In addition, I hereby acknowledge and understand that, under Vermont law, a person of whom an oath is required by law, who willfully swears falsely in regard to any matter or thing respecting which such oath is required, shall be guilty of perjury and shall be imprisoned not more than fifteen years and fined not more than \$10,000.00 13 V.S.A. 2904.

\_\_\_\_\_ **E** \_\_\_\_\_  
 Borrower Co-Borrower/Non-Borrowing Spouse

\_\_\_\_\_ \_\_\_\_\_  
 Co-Borrower/Non-Borrowing Spouse Co-Borrower/Non-Borrowing Spouse

**Lender verification:**  
 The Lender declares that the foregoing certifications were reviewed by each borrower and any non-borrowing spouse and each borrower and any non-borrowing spouse acknowledged that review as evidenced by the signature above.

\_\_\_\_\_ **F** \_\_\_\_\_  
 (Signature) (Date)

\_\_\_\_\_ \_\_\_\_\_  
 (Printed Name) (Title)

\_\_\_\_\_ \_\_\_\_\_  
 (Lending Institution)

## Completion Instructions

- E**  Borrower and Non-Borrowing Spouse (if applicable) sign the form
- F**  Enter name, title and lending institution for the individual who signs and dates the form.
- Send original or copy of the completed form to VHFA with the Compliance Submission

### Completion Instructions

A

- Borrower name, co-borrower and non-borrowing spouse name, subject property address, and VHFA Loan Number will automatically populate when this form is accessed from the Loan Detail/Print Documents queue.
- If this form is accessed from the Guides, Forms and Resources/Forms library borrower name, co-borrower and non-borrowing spouse name and VHFA Loan Number will need to be entered.

Mortgagor/Borrower Name: JANE DOE  
Mortgagor/Co-Borrower Name: JOHN DOE  
Mortgagor/Non-Borrowing Spouse Name: \_\_\_\_\_  
Property Address: 123 MAIN ST, CITY, VT 05432 VHFA Loan Number: 01234567

#### VERMONT HOUSING FINANCE AGENCY

##### NOTICE OF POTENTIAL RECAPTURE TAX ON SALE OF HOME

Because you are receiving a mortgage loan from the proceeds of a tax-exempt bond or a Mortgage Credit Certificate, the benefit you receive of either a lower interest rate than is customarily charged or an annual tax credit may be recaptured by the Internal Revenue Service in the event you sell or otherwise dispose of your home during the next nine years.

The recapture is accomplished by an increase in your federal income tax for the year in which you sell or dispose of your home. The recapture only applies if you sell your home during the next nine years at a gain and if your income exceeds the Adjusted Qualifying Income reflected on the table included in this notice. The Internal Revenue Service Form 8828 must be completed and returned with your federal tax return for the tax year that you sell or dispose of your home.

You may wish to consult a tax advisor or the local office of the Internal Revenue Service at the time you sell or dispose of your home to determine the amount, if any, of the recapture tax. In this notice you are being given additional information that will be needed to calculate the recapture tax.

If you are required to pay recapture tax, you may be eligible for reimbursement from the Vermont Housing Finance Agency (VHFA). A reimbursement request can be submitted to VHFA after the tax is paid and no later than December 31 of the calendar year immediately following the tax year that the recapture tax was due and paid. A reimbursement request can be accessed on [www.vhfa.org](http://www.vhfa.org) or by contacting VHFA at 800-339-3866 or [homeownershipdept@vhfa.org](mailto:homeownershipdept@vhfa.org).

##### NOTICE OF MAXIMUM RECAPTURE TAX AND OF METHOD TO COMPUTE RECAPTURE TAX UPON SALE OF HOME

###### A. Introduction.

- General. When you sell your home, you may have to pay a recapture tax as calculated below. The recapture tax may also apply if you dispose of your home in some other way. Any references in this Notice to the "sale" of your home also includes other ways of disposing of your home. For instance, you may owe the recapture tax if you give your home to a relative.
- Exceptions. In the following situations, no recapture tax is due and you do not need to do the calculations:
  - You dispose of your home later than nine years after you close your mortgage loan;
  - Your home is disposed of as a result of your death;
  - You transfer your home either to your spouse or to your former spouse incident to divorce;
  - You dispose of your home at no gain or at a loss;
  - Your income is below the adjusted federal qualifying income listed in the attached Adjusted Qualifying Income Table for the county in which the property is located.

**B. Maximum Recapture Tax.** The maximum recapture tax that you may be required to pay is 6.25% of the highest principal amount of your mortgage loan and is your Federally Subsidized Amount with respect to the loan.

**C. Actual Recapture Tax.** The actual recapture tax, if any, can only be determined when you sell your home, and is the lesser of 50% of your gain on the sale of your home, regardless of whether you have to include that gain in your income for federal income tax purposes, or your recapture amount determined as follows: the maximum recapture tax (as described above) multiplied by the holding period percentage, as listed in the attached tables.

###### D. Limitations and Special Rules on Recapture Tax.

- If you give your home away (other than to your spouse or ex-spouse incident to divorce), you must determine your actual recapture tax as if you had sold your home for its fair market value.
- If your home is destroyed by fire, storm, flood, or other casualty, there generally is no recapture tax if, within two years, you purchase additional property for, or reconstruct, your principal residence on the site of the home financed with your original subsidized mortgage loan.
- In general, except as may be provided in future regulations, 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 each person based on his or her interest in the home.

# Mortgagor Disclosure of Recapture Tax - Page 2 of 2

4. If you repay your loan in full during the first four years of the nine year recapture period and you sell your home during the next five years of this period, your Holding Period Percentage may be reduced under the special rule in Section 143(m)(4)(C)(ii) of the Internal Revenue Code.

You should consult with a tax advisor or the local office of the Internal Revenue Service when you sell or otherwise dispose of your home to determine the amount, if any, of your actual Recapture Tax. See Section 143(m) of the Internal Revenue Code generally. VHFA does not provide tax advice or guidance, and no information included in this document should be construed as such.

### RECAPTURE TAX ADJUSTED QUALIFYING INCOME TABLE

Effective May 17, 2019

County	Family Size of 1 or 2				Family Size of 3 or More			
	Year 0-1	Years 1-2	Years 3-4	Years 5-6	Year 0-1	Years 1-2	Years 3-4	Years 5-6
Addison, Bennington and Windsor	Year 0-1	\$79,700	Years 1-2	\$101,719	Year 0-1	\$91,655	Years 1-2	\$116,977
	Years 1-2	\$83,683	Years 3-4	\$106,805	Years 1-2	\$96,237	Years 3-4	\$122,826
	Years 3-4	\$87,889	Years 5-6	\$112,145	Years 3-4	\$101,049	Years 5-6	\$128,367
	Years 5-6	\$92,263	Years 7-8	\$117,753	Years 5-6	\$106,102	Years 7-8	\$135,416
	Years 7-8	\$96,875	Years 9		Years 7-8	\$111,947	Years 9	
Caledonia, Essex, Lamoille, Orange, Orleans, Rutland, Washington and Windham	Year 0-1	\$95,640	Years 1-2	\$122,063	Year 0-1	\$111,580	Years 1-2	\$142,407
	Years 1-2	\$100,422	Years 3-4	\$128,166	Years 1-2	\$117,159	Years 3-4	\$149,527
	Years 3-4	\$105,443	Years 5-6	\$134,575	Years 3-4	\$123,016	Years 5-6	\$157,004
	Years 5-6	\$110,713	Years 7-8	\$141,303	Years 5-6	\$128,167	Years 7-8	\$164,854
	Years 7-8	\$116,231	Years 9		Years 7-8	\$133,636	Years 9	
Champlain and Grand Isle	Year 0-1	\$91,890	Years 1-2	\$117,163	Year 0-1	\$105,570	Years 1-2	\$134,737
	Years 1-2	\$96,390	Years 3-4	\$123,020	Years 1-2	\$110,848	Years 3-4	\$141,473
	Years 3-4	\$101,209	Years 5-6	\$128,171	Years 3-4	\$116,390	Years 5-6	\$148,374
	Years 5-6	\$106,269	Years 7-8	\$135,630	Years 5-6	\$122,210	Years 7-8	\$155,974
	Years 7-8	\$111,383	Years 9		Years 7-8	\$128,320	Years 9	
Franklin and Burlington Tugboat Area (Census Tract 4 and 10)	Year 0-1	\$110,160	Years 1-2	\$140,595	Year 0-1	\$128,520	Years 1-2	\$164,027
	Years 1-2	\$115,868	Years 3-4	\$147,624	Years 1-2	\$134,848	Years 3-4	\$172,229
	Years 3-4	\$121,451	Years 5-6	\$155,006	Years 3-4	\$141,693	Years 5-6	\$180,840
	Years 5-6	\$127,523	Years 7-8	\$162,756	Years 5-6	\$148,777	Years 7-8	\$189,882
	Years 7-8	\$133,900	Years 9		Years 7-8	\$156,216	Years 9	

### RECAPTURE TAX HOLDING PERIOD PERCENTAGE

Effective May 17, 2019

Years 0-1	20%
Years 1-2	40%
Years 2-3	60%
Years 3-4	80%
Years 4-5	100%
Years 5-6	80%
Years 6-7	60%
Years 7-8	40%
Years 8-9	20%

I received and signed the Acknowledgement of Federal Recapture Tax Requirements and received this Notice at the closing our loan. I have read the requirements concerning recapture of federal subsidies and understand that if I sell, transfer or otherwise dispose of the home within 9 years after the date of our loan closing, I have the responsibility of computing and paying any recapture tax amount due to the Internal Revenue Service and to be considered for reimbursement of any legitimate amount paid. I will follow the requirements set forth by VHFA.

Date \_\_\_\_\_ Mortgagor/Borrower

Date \_\_\_\_\_ Mortgagor/Co-Borrower/Non-Borrowing Spouse Name

## Completion Instructions

**B**

- Print form. Borrower(s) and non-borrowing spouse (s)(if applicable) sign and date form.



VHFA Form Completion Guidance

# **MOVE MCC**

## **CLOSING**

# Reaffirmation of Affidavit

**VERMONT HOUSING FINANCE AGENCY  
REAFFIRMATION AND CLOSING AFFIDAVIT**

Mortgagor/Borrower Name: JANE DOE  
 Mortgagor/Co-Borrower Name: JOHN DOE  
 Mortgagor/Non-Borrowing Spouse Name: \_\_\_\_\_  
 Property Address: 123 MAIN STREET, CITY, VT 05432 VHFA Loan Number: 01234567

In the case of all borrowers and any non-borrowing spouse, statements made throughout this affidavit in the singular include the plural. I, the undersigned, as part of my application for a first mortgage loan (the "Loan") financed by Vermont Housing Finance Agency ("VHFA"), and/or an ASSIST mortgage ("ASSIST") and/or a Mortgage Credit Certificate ("MCC") and as a material inducement to VHFA to finance the Loan, and/or ASSIST and/or issue the MCC to me, being first duly sworn, state the following:

1. Each borrower and any non-borrowing spouse, if applicable, must **initial one statement only A or B:**

(A) \_\_\_\_\_, I have reviewed the applicable Affidavit previously executed as part of my application for the Loan and/or ASSIST and/or a MCC and declare that there has been no change in the facts and that the statements therein remain true and accurate.

(B) \_\_\_\_\_, I have reviewed the applicable Affidavit previously executed as part of my application for the Loan, and/or ASSIST, and/or MCC and declare that the statements therein remain true and accurate except as to the following changes in the facts:

\_\_\_\_\_

\_\_\_\_\_

2. I certify that the total acquisition cost of the Property does not exceed the acquisition cost limits established by Vermont Housing Finance Agency and there are no other side agreements pertaining to this transaction.

3. I certify that my gross annual household income does not exceed the income limit established by Vermont Housing Finance Agency for the county or MSA in which the Property is located.

4. In addition, I hereby reaffirm my acknowledgements made in the Affidavits and/or Certifications previously executed.

5. I acknowledge and understand that this Reaffirmation will be relied upon for purposes of determining my/our eligibility for the Loan and/or ASSIST and/or a MCC. I acknowledge that a material misstatement made fraudulently or negligently in this Reaffirmation or any other statement made by me/us in connection with an application for the Loan and/or ASSIST and/or a MCC may constitute a violation of state and/or federal law punishable by fines or other penalties imposed by law.

Mortgagor/Borrower \_\_\_\_\_ Non-Borrowing Spouse \_\_\_\_\_  
 Mortgagor/Co-Borrower \_\_\_\_\_ Non-Borrowing Spouse \_\_\_\_\_

STATE OF VERMONT  
 \_\_\_\_\_ COUNTY, SS.

At \_\_\_\_\_ in said County, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me personally appeared the above named Applicant(s) and/or Non-Borrowing Spouse known to me as the person(s) who executed the foregoing instrument, and he/she thereupon duly acknowledged to me that he/she executed the same as his/her free act and deed.

Before me, \_\_\_\_\_

Notary Name: \_\_\_\_\_  
 Notary Public  
 Notary Commission Number: \_\_\_\_\_  
 My commission expires: \_\_\_\_\_

S04-5.mh-VHFA\_Reaffirmation Rev 2019/09/01

## Completion Instructions

- Borrower(s) and non-borrowing spouse name, VHFA Loan Number will be automatically populated when this form is accessed from the Loan Detail/Print Documents queue.
- If this form is accessed from the Guides, Forms and Resources/Forms library borrower name, co-borrower and non-borrowing spouse name and VHFA Loan Number will need to be entered.

	If...	Then...
<b>A</b>	No change since ADVANTAGE Compliance Affidavit signed...	Initial Section A
<b>B</b>	Change(s) since ADVANTAGE Compliance Affidavit signed...	Initial Section B and summarize changes in space provided

- Borrower(s) and any non-borrowing spouse sign in the presence of a notary
- Notary signs and completes notary signature block

# Notice to Holder

**VERMONT HOUSING FINANCE AGENCY  
MORTGAGE CREDIT CERTIFICATE  
NOTICE TO HOLDER**

The undersigned applicant and proposed Holder of a Mortgage Credit Certificate (MCC) issued by Vermont Housing Finance Agency (VHFA) do hereby certify of being informed, understanding and consenting to the following terms and conditions under which a MCC is issued.

1. I/We understand that the decision to finance the purchase of the residence is completely within the discretion of the lender that I/we have applied to and that I/we are not prohibited from nor required to seek financing from any particular lender that is participating in the VHFA MCC program.
2. I/We understand that if issued, the MCC will entitle me/us to an annual federal income tax credit equal to thirty percent (30%) of the interest paid or accrued on said financing but not more than the amount which would reduce my/our federal tax income tax liability to zero (0) for any year.
3. I/We understand that a MCC will not be issued if any financing for the purchase of the residence is obtained from a qualified mortgage bond or qualified veterans mortgage bond or if any person related to me/us has an interest as a creditor in the financing.
4. I/We understand that if a MCC is issued then the original MCC issued is required documentation for filing my/our annual federal income tax returns and that I/we are responsible for the original MCC.
5. I/We understand that VHFA will not provide tax advice or guidance on our ability to benefit from a MCC or on the completion of any and all required tax forms.
6. I/We understand that if I/we choose to replace the original financing the MCC was based on, then the MCC will not be renewed, reissued or replicated and the tax benefit will no longer be in effect.
7. I/We understand that the benefit of the MCC is personal to me/us and cannot be transferred to or assumed by anyone else.
8. Applicant's mailing address to where the original MCC is to be mailed:

**A**

**B**  Printed Name of Applicant       Printed Name of Applicant

**C**  Signature of Applicant       Signature of Applicant

Date:       Date:

VHFA Form # MCC-2014B

Rev: 01/01/2019

## Completion Instructions

- A**  Input mailing address for borrower after closing
- B**  Input borrower(s) name(s)
- C**  Borrower(s) sign and date at closing
- Send original or copy of the completed form to VHFA after closing

# Vermont Property Transfer Tax Exemption

VERMONT HOUSING FINANCE AGENCY  
PROPERTY TRANSFER TAX EXEMPTION

---

Borrowers that obtain a purchase money mortgage which VHFA has committed to make or purchase for their Principal Residence shall pay the Property Transfer Tax according to the following table:

Taxable Purchase Increments:	Rate for VHFA borrowers
\$0 - \$110,000	0.00
\$110,000 - \$200,000	0.0125
\$200,000 – remaining balance	0.0145

Borrower(s):  Social Security Number(s):

**A**  **B**

Property Address:

**C**

VHFA Approval Date:  Date of Closing:

**D**  **E**

---

VHFA has approved a home purchase mortgage application for the above Borrower(s).

Lender Name:

**F**

Authorized Signer:

Signer's Title:  Date:

VHFA Form #S-017

Rev. 01/15

## Completion Instructions

- A**  Input borrower name(s)
- B**  Input borrower social security number(s)
- C**  Input subject property address
- D**  Input VHFA Approval Date (Conditional Commitment Date)
- E**  Input Closing Date
- F**  Enter Lender Name and have an authorized person sign, enter job title and date the form
- G**  Send original completed form with Vermont Property Transfer Tax Return Form (PTT-172) to the State of Vermont  
 Send copies of both of the completed forms to VHFA after closing



## Affidavit of Affixation (for manufactured homes only) – Page 1 of 4

Return To:

\_\_\_\_\_  
Lender Name

\_\_\_\_\_  
Lender Address **A**

\_\_\_\_\_  
Lender Address

\_\_\_\_\_  
Lender City                  State                  Zip

\_\_\_\_\_, 20\_\_\_\_  
Date

Place of Recording \_\_\_\_\_  
Tax Parcel No. \_\_\_\_\_  
Legal Description is at page \_\_\_\_\_

Lot                  Block                  Plat or Section \_\_\_\_\_

Township Range                  Quarter/Quarter Section \_\_\_\_\_

**MANUFACTURED HOME AFFIDAVIT OF AFFIXATION**

\_\_\_\_\_  
Lender Name                  Loan Number: \_\_\_\_\_

\_\_\_\_\_  
Borrower(s)

Being duly sworn, on his and/or her oath states as follows:

1. Borrower(s) own, are purchasing, the manufactured home described as follows:

_____ New/Used	_____ Year Manufactured	_____ Manufacturer's Name	_____ Model Name or Model No.
_____ Vehicle Identification Number(s)		_____ Length X Width	

2. The Home was built in compliance with federal Manufactured Home Construction and Safety Standards Act, after June 15, 1976.

3. The Home is located at the following property address:

ATTENTION TOWN OR CITY CLERK: This instrument covers goods that are fixture on the land described herein and is to be filed for record in the records where conveyances of real estate are recorded.

VHFA Form: MFAA2019                  Page 1 of 4                  Revised: 01/02/2019

### Completion Instructions

- A**  Input Lender name and return to address and recording information
- B**  Input Lender name, Lender loan number and borrower name(s).
- C**  Input manufactured home details – new/used, year manufactured and manufacturer name, model name/number, VIN number and length by width of the property.

**D**

Street or Route \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip Code \_\_\_\_\_

4. The legal description of the Property Address ("Land") is typed below or please see attached legal description:  
 "SEE ATTACHED LEGAL DESCRIPTION"

5. The Borrower(s) is/are the owner of, or is/are purchasing, the Land and any conveyance or financing of the Home and the Land shall be a single transaction under applicable state law.

6. The Home is anchored to the Land by attachment to a permanent foundation, constructed in accordance with applicable state and local building codes and manufacturer's specifications in a manner sufficient to validate any applicable manufacturer's warranty, and permanently connected to appropriate residential utilities (e.g., water, gas, electricity, sewer) ("Permanently Affixed"). The homeowner intends that the home be an immovable fixture and a permanent improvement to the land.

7. The Home shall be assessed and taxed as an improvement to the Land, with the understanding the manufactured home shall not be converted to personal property.

8. This Affidavit is executed by the Borrower(s) pursuant to applicable state law.

9. Borrower(s) and lender state that it is their intent that the manufactured home be and remain permanently attached to and part of the real property, and that it be regarded as an immovable fixture thereto and not as personal property.

**F**

Borrower Signature \_\_\_\_\_ Borrower Signature \_\_\_\_\_

**E**

Borrower Printed Name \_\_\_\_\_ Borrower Printed Name \_\_\_\_\_

STATE OF VERMONT  
 \_\_\_\_\_ COUNTY, SS.

At \_\_\_\_\_, in said County, this  
 \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me personally  
 appeared the above named Applicant(s) and/or Non-Borrowing Spouse known to me as the person(s)  
 who executed the foregoing instrument, and he/she thereupon duly acknowledged to me that he/she  
 executed the same as his/her free act and  
 Before me, **G** \_\_\_\_\_

Notary Name: \_\_\_\_\_

Notary Public \_\_\_\_\_

Notary Commission Number: \_\_\_\_\_

My commission expires \_\_\_\_\_

ATTENTION TOWN OR CITY CLERK: This instrument covers goods that are fixture on the land described herein and is to be filed for record in the records where conveyances of real estate are recorded.

VHFA Form#: MFAA-2019 Page 2 of 4 Revised: 01/02/2019

### Completion Instructions

- D**  Input subject property street address
- E**  Input borrower name(s) in the Borrower Printed Name field
- F**  Borrower(s) and any non-borrowing spouse sign in the presence of a notary
- G**  Notary signs and completes notary signature block

**Lender's Statement of Intent:**

The undersigned ("Lender") intends that the home be an immovable fixture and a permanent improvement to the land.

Lender Name: \_\_\_\_\_ **H**

By: \_\_\_\_\_ **J**  
Authorized Signer

Authorized Signer Print: \_\_\_\_\_ **I**

STATE OF VERMONT  
\_\_\_\_\_ COUNTY, SS.

At \_\_\_\_\_, in said County, this  
\_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me personally  
appeared the above named Applicant(s) and/or Non-Borrowing Spouse known to me as the person(s)  
who executed the foregoing instrument, and he/she thereupon duly acknowledged to me that he/she  
executed the same as his/her free act and deed.

Before me, \_\_\_\_\_ **K**

Notary Name: \_\_\_\_\_

Notary Public

Notary Commission Number: \_\_\_\_\_

My commission expires \_\_\_\_\_

"I affirm, under penalties for perjury, that I have taken reasonable care to redact each Social Security number in  
this document, unless required by law."


ATTENTION TOWN OR CITY CLERK: This instrument covers goods that are fixture on the land described herein and is to be filed for record in the  
records where conveyances of real estate are recorded.

VHFA Form#: MFAA2019 Page 3 of 4 Revised: 01/02/2019

Completion Instructions	
<b>H</b>	<input type="checkbox"/> Input lender name and lending institution.
<b>I</b>	<input type="checkbox"/> Input Lender name
<b>J</b>	<input type="checkbox"/> Lender signs
<b>K</b>	<input type="checkbox"/> Notary dates, fills out name of borrower(s) and non-borrowing spouse, and signs.

EXHIBIT "A"

Parcel Number: \_\_\_\_\_



ATTENTION TOWN OR CITY CLERK: This instrument covers goods that are fixture on the land described herein and is to be filed for record in the records where conveyances of real estate are recorded.

VHFA Form: MFAA2019      Page 4 of 4      Revised: 01/02/2019

Completion Instructions



Input Parcel number and enter legal description of the property in the space given or attach copy of legal description prior to recording.

Document sent to the city or town for recording

# Lenders Final Cost Certification

## VERMONT HOUSING FINANCE AGENCY LENDERS FINAL COST CERTIFICATION

This form is accepted by VHFA as verification of final acquisition cost for the following situations:

- Improvements have been completed on an existing property
- More than one contractor provided services for the completion of new construction

Borrower(s):  **A** Property Address:  **B**

The undersigned Lender hereby agrees and certifies to VHFA the following:

1. All repairs/improvements have been satisfactorily completed by the parties that entered into agreements with the above referenced borrower(s).
2. The Lender has obtained all documentation needed to determine and support the final acquisition cost and certifies the final acquisition cost of the subject property is as stated below.
3. No portion of the loan proceeds were used to pay off any financing with an initial term greater than 24 months or to reimburse the borrower(s) for equity in land previously purchased or for the purchase of personal property.
4. All terms of the repair escrow agreement between the borrower(s) and the Lender have been met to the satisfaction of the lender.
5. The final acquisition cost of the subject property is \$  **C** based on the purchase price of \$  **D** and total repair/improvement cost of \$  **E**.
6. All escrow funds comprised of loan proceeds have been disbursed for the purpose of payment to parties contracted to complete the repairs/improvements. If not, the lender will immediately contact VHFA for instructions on final disbursement of escrowed loan proceeds. VHFA requires all loan proceeds be applied to the principal balance of the mortgage loan that provided such funds.

The Lender declares that the foregoing certifications are true and correct with the understanding that anytime to the contrary may constitute a default or breach of the Mortgage Loan Origination and Sale Agreement between the lender, VHFA and US Bank National Association. Since VHFA is relying on the lender's representations herein, any such default or breach shall entitle VHFA and US Bank National Association to exercise any and all remedies contained in the aforementioned agreement.

Lender:  **F** Date:

By:  Title:

VHFA Form 45-644

Rev: 1/11

### Completion Instructions

- A**  Input borrower(s) name(s)
- B**  Input subject property address
- C**  Input final acquisition cost which is the sum of the purchase price and the total repair/improvement cost
- D**  Input the purchase price
- E**  Input the total repair/improvement cost
- F**  Authorized lender signor should sign, date and enter job title
- G**  Send original or copy of completed form to VHFA after repairs are complete



VHFA Form Completion Guidance

# **ASSIST**

# **CLOSING**

# Closing Agent Instructions for ASSIST Second Mortgage Loan

## TO LENDERS: PROVIDE CLOSING AGENTS WITH THESE ASSIST MORTGAGE CLOSING INSTRUCTIONS

### VERMONT HOUSING FINANCE AGENCY VHFA Closing Agent Instructions for ASSIST Mortgage Loan

To Closing Agents: These instructions are specific to the VHFA ASSIST Mortgage only.

**FEES ASSOCIATED WITH ASSIST:** Lenders and Closing Agents may not assess any type of origination or closing costs on the VHFA ASSIST Mortgage. Closing Agents may not charge or collect from the borrower any fees, including recording fees, associated with the closing of the ASSIST Mortgage.

**USE OF ASSIST FUNDS:** Restrictions apply to the use of ASSIST funds, please contact the Lender or VHFA for any clarification; ASSIST proceeds must be rounded down to the nearest dollar/no cents and cannot be used for:

- Principal reduction
- Payment of per diem interest

**ASSIST CLOSING DOCUMENTS:** The ASSIST Mortgage requires two unique security instruments and a disclosure be executed at closing:

- VHFA Reaffirmation of Affidavits
- VHFA Zero Interest ASSIST Note
- VHFA ASSIST Mortgage Deed
- VHFA ASSIST Disclosure

**ASSIST CLOSING DOCUMENT DELIVERY:** Immediately after the loan closing the original ASSIST Mortgage security instruments and a copy of the ASSIST disclosure **must** be delivered to VHFA:

- Original VHFA Reaffirmation of Affidavits
- Original VHFA Zero Interest ASSIST Note
- Original unrecorded VHFA ASSIST Mortgage Deed with Copy of SCHEDULE A Property Description
- Copy of the VHFA ASSIST Disclosure

The ASSIST Mortgage closing documents should be sent by a delivery method that includes tracking to VHFA:  
Vermont Housing Finance Agency  
ATTN: Homeownership Department  
164 Saint Paul Street  
Burlington, VT 05401

**ASSIST DOCUMENT RECORDING:** Do not send the ASSIST Mortgage Deed for recording. VHFA takes responsibility for recording the ASSIST Mortgage Deed and paying the recording fees to the applicable Town/City for recording.

Should you have any questions, please contact the VHFA Homeownership Department at [homeownershipdept@vhfa.org](mailto:homeownershipdept@vhfa.org) or 800-339-5866 and select Option 1 and then Option 1.

VHFA Form #S-2019C

Rev. 08/01/2019

## Completion Instructions

Lender to provide to closing agent prior to closing

Closing agent refers to these instructions to ensure ASSIST second mortgage closing documents are handled correctly

## Closing ASSIST Form: ASSIST Disclosure

VERMONT HOUSING FINANCE AGENCY ASSIST MORTGAGE DISCLOSURE

Borrower Name: JANE DOE **A** VHFA ASSIST Loan # 01234567  
Co-Borrower Name: JOHN DOE  
Non-Borrowing Spouse Name:  
Property Address: 123 MAIN STREET, VT 05432

You are not required to complete this transaction for a mortgage from Vermont Housing Finance Agency (VHFA) merely because you have received this disclosure or have signed a loan application. If you obtain this loan, VHFA will have a mortgage on your home.

The VHFA mortgage is in addition to and separate from the VHFA first mortgage you are receiving. The mortgage will be held by VHFA and all questions regarding the mortgage loan must be directed to VHFA at 164 St. Paul Street, Burlington, Vermont 05401.

**Terms**

- You are borrowing up to \$5,000.00. Refer to the VHFA Zero Interest ASSIST Note for the exact loan amount.
- The annual percentage rate on your loan will be 0%, and there are no monthly payments.
- Credit insurance is not included in the loan amount. (If you purchased credit insurance for the first mortgage, it will not apply to this loan).
- The full amount of the loan will be immediately due and payable to VHFA upon the earliest to occur of:
  - (i) Payment in full or refinancing\* of the debt secured by the first mortgage, or
  - (ii) Acceleration of the indebtedness secured by the first mortgage by the holder thereof, or
  - (iii) Any change in the ownership of the property securing this loan.

\*There is no guarantee that you will be able to refinance the first and mortgage loan into one loan.

**YOU COULD LOSE YOUR HOME, AND ANY MONEY YOU HAVE PUT INTO IT, IF YOU DO NOT MEET YOUR OBLIGATIONS UNDER THE FIRST MORTGAGE OR ASSIST MORTGAGE LOAN.**

\_\_\_\_\_  
Borrower **B** \_\_\_\_\_  
Date

\_\_\_\_\_  
Co-Borrower/Non-Borrowing Spouse \_\_\_\_\_  
Date

VHFA Form #8-2015A Rev: 09/2019

### Completion Instructions

- A**  Borrower(s) and non-borrowing spouse name and VHFA Loan Number will be automatically populated. Check pre-filled information for accuracy.
- B**  Print Form. Borrower and Co-Borrower/Non-borrowing spouse sign and date
- Send original or copy of the completed form to VHFA after closing



# Closing ASSIST Form: Zero Interest ASSIST Note

**VERMONT HOUSING FINANCE AGENCY  
ZERO INTEREST ASSIST NOTE**

**A** \_\_\_\_\_, 20\_\_\_\_ **B** \_\_\_\_\_  
Property Address: \_\_\_\_\_

FOR VALUE RECEIVED, the undersigned (individually and collectively, jointly and severally, "Borrower") promise to pay Vermont Housing Finance Agency, and its successors and assigns (the "Note Holder"), the principal sum of \$ **C** \_\_\_\_\_.

No interest (0%) shall accrue or be payable with respect to this obligation.

This obligation has been incurred in consideration of an advance of funds for the purpose of down payment, closing cost or similar home buyer assistance concurrently with a first mortgage deed executed by Borrower on or about the date hereof (the "First Mortgage").

The principal amount of this Note, together with any other amounts payable hereunder shall be payable in full at 164 Saint Paul Street, Burlington, VT 05401, or such other place as the Note Holder may designate, upon the earliest to occur of: (i) payment in full or refinancing of the debt secured by the First Mortgage, (ii) acceleration of the indebtedness secured by the First Mortgage by the holder thereof, or (iii) any change in the ownership of the property securing this Note.

If this Note is not paid when due and remains unpaid 30 days after the date of a notice to Borrower from the Note Holder, the entire principal amount outstanding shall at once become due and payable at the option of the Note Holder 30 days after a Notice of Acceleration from the Note Holder. Note Holder may exercise this option to accelerate during any default by Borrower regardless of any prior forbearance. If suit is brought to collect this Note, the Note Holder shall be entitled to collect all reasonable costs and expenses of suit including but not limited to, reasonable attorney's fees.

Presentment, notice of dishonor, and protest are hereby waived by all makers, sureties, guarantors and endorsers hereof. This Note shall be the joint and several obligation of all makers, sureties, guarantors and endorsers, and shall be binding upon them and their successors and assigns.

Any notice to Borrower provided for in this Note shall be given by mailing such notice by certified mail addressed to Borrower at the Property Address stated below, or to such other address as Borrower may designate by written notice to the Note Holder. Any notice to the Note Holder shall be given by mailing such notice by certified mail, return receipt requested, to the Note Holder at the address stated above, or at such other address as may have been designated by written notice to Borrower.

The indebtedness evidenced by this Note is secured by a Mortgage, of even date herewith, and reference is made to the Mortgage for additional rights as to acceleration of the indebtedness evidenced by this Note.

**NOTICE TO CO-SIGNER: YOUR SIGNATURE ON THIS NOTE MEANS THAT YOU ARE EQUALLY LIABLE FOR REPAYMENT OF THIS LOAN. IF THE BORROWER DOES NOT PAY, THE LENDER HAS A LEGAL RIGHT TO COLLECT FROM YOU.**

**F** \_\_\_\_\_ **E** \_\_\_\_\_  
Witness Borrower  
Print Borrower Name **D** \_\_\_\_\_

\_\_\_\_\_  
Borrower  
Print Borrower Name: \_\_\_\_\_

VHFA Form AS-2015D Rev. 01/01/2019

## Completion Instructions

- A**  Input Closing Date
- B**  Input subject property address
- C**  Input **final** ASSIST loan amount, must match ASSIST Deed, ASSIST Disclosure and Closing Disclosure
- D**  Input Borrower Name in Print Borrower Name field
- E**  Borrower signs and prints in front of a witness
- F**  Witness signs
- Send original completed form to VHFA after closing

# ASSIST Second Mortgage Deed – Page 1 of 2

After Recording Return To:

Vermont Housing Finance  
Agency Homeownership  
Department  
PO Box 408  
Burlington, VT 05402

(Space Above This Line for Recording Data)

## VERMONT HOUSING FINANCE AGENCY ASSIST MORTGAGE DEED

KNOW ALL PERSONS BY THESE PRESENTS

**A** \_\_\_\_\_, (individually and collectively, jointly and severally "Mortgagor") in consideration of a loan of money made to her/him/them by VERMONT HOUSING FINANCE AGENCY ("Mortgagee"), a body politic and corporate having its principal office at 164 St. Paul Street, Burlington, Vermont, 05401, receipt whereof is hereby acknowledged, represents and acknowledges more specifically as follows:

Mortgagor is indebted to Mortgagee in the principal sum of \$ \_\_\_\_\_ **B** as evidenced by Zero Interest ASSIST note (the "Note") of even date herewith. The indebtedness outstanding under the Note is hereinafter called the "Indebtedness". The Note is secured by this Mortgage.

NOW THEREFORE, to secure (i) the repayment of the Indebtedness, (ii) the repayment of any advances or expenses of any kind incurred by Mortgagee (iii) the performance and observance of all of the terms, covenants, provisions, and agreements set forth in this Mortgage Deed, and/or the ASSIST Mortgage Promissory Note, the Mortgagor does hereby GIVE, GRANT, BARGAIN, SELL, CONVEY, and MORTGAGE unto the Mortgagee, the said VERMONT HOUSING FINANCE AGENCY, its successors and assigns forever, its interest in the real estate, buildings and improvements now or hereafter situated thereon described in Schedule A, attached hereto and made a part hereof (sometimes hereinafter referred to as "Premises" or "Mortgaged Premises") and which currently has the address of

**C** \_\_\_\_\_, City \_\_\_\_\_  
Street \_\_\_\_\_, Vermont, Zip \_\_\_\_\_

Receipt of rents, awards, and any other moneys or evidences thereof, or disposition of the same by Mortgagee, shall not constitute a waiver of the right of foreclosure by Mortgagee in the event of default or failure to perform by Mortgagor of any covenant or agreement contained herein, or in any note secured hereby.

Mortgagor covenants and agrees with Mortgagee as follows:

1. Mortgagor is lawfully seized of a fee simple estate in the land, buildings and improvements together constituting the Premises, and has good right and power to convey the premises to Mortgagee to hold as aforesaid, and that Mortgagor shall and will Warrant and Defend the same to Mortgagee forever, against the claims and demands of all persons whomsoever.
2. Mortgagor shall pay all sums secured hereby when due.
3. Mortgagor shall pay, when due, all taxes and assessments of every type or nature levied or assessed against the Premises and promptly remove any claim, lien or encumbrance against the Premises which may be or become due prior to this Mortgage Deed with the exception of a Mortgage Deed dated on or about the date hereof (the "First Mortgage Deed").
4. Mortgagor shall not permit or suffer any lien or encumbrance with is alleged to be prior to this Mortgage Deed, with the exception of the first Mortgage Deed, except as permitted by mortgagee.
5. If payment is not made of any of the Indebtedness when due or if any of the conditions of this Mortgage Deed, or any of Mortgagor's obligations, covenants, or agreements hereunder, or in the Note, are not performed, such failure shall constitute an event of default, and if such event of default is not remedied within thirty (30) days after notice from

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## Completion Instructions

- A**  Input the borrower(s) and non-borrowing spouse (if applicable)
- B**  Input **final** ASSIST loan amount, must match ASSIST Deed, ASSIST Disclosure and Closing Disclosure
- C**  Input subject property address

shall constitute an event of default, and if such event of default is not remedied within thirty (30) days after notice from Mortgagee, or if any written representation made by the Mortgagor to the Mortgagee as a condition of obtaining the loan secured hereby proves to have been false when made, Mortgagee shall be entitled to foreclose this Mortgage Deed, which may include a power of sale in accordance with 12 V.S.A. § 4531a, et seq., and to lawfully exercise any other right or remedy Mortgagee may have at law, in equity or otherwise.

6. Without affecting the liability of Mortgagor for payment of any indebtedness secured hereby, or for performance of any obligation contained herein, and without affecting the rights of Mortgagee with respect to any security not expressly released in writing, Mortgagee may at any time, and from time to time, either before or after the maturity of said Note, and without notice or consent:

- (a) Release any person from liability for payment of all or any part of the indebtedness.
- (b) Release any person from liability for performance of any obligation.
- (c) Make any agreement extending the time or otherwise altering the terms of payment of all or any part of the indebtedness, or modifying or waiving any obligation, or subordinating, modifying or otherwise dealing with the lien or charge hereof.
- (d) Exercise or refrain from exercising, or waive any right Mortgagee may have.
- (e) Accept additional security of any kind.
- (f) Release or otherwise deal with any property, real or personal, securing the indebtedness, including all or part of the property mortgaged hereby.

7. It is an additional condition of this Mortgage Deed, for breach of which foreclosure may be claimed, and for breach of which all indebtedness secured hereby may be declared due and payable at once, that ownership of the Mortgaged Premises shall not change by deed, mortgage, or operation of law, either voluntarily or involuntarily, without the prior written consent of Mortgagee.

8. Subject to the above-stated limitations on change of ownership of the Mortgaged Premises, the covenants and agreements herein contained shall run with the land and shall bind, and the benefits and advantages thereof shall inure to, the respective heirs, executors, administrators, successors and assigns of the Mortgagor and Mortgagee. Wherever used, the singular number shall include the plural, the plural the singular, the use of any gender shall be applicable to all genders.

TO HAVE AND TO HOLD the above granted, bargained premises, with all the privileges and appurtenances thereof and thereto belonging, unto said VERMONT HOUSING FINANCE AGENCY, its successors and assigns, provided that if the Mortgagor shall pay the Indebtedness and all other sums secured hereby, and shall perform all of the covenants and conditions herein contained, then this Mortgage Deed shall be null and void, otherwise to remain in full force and effect.

Dated **D** day of \_\_\_\_\_, 20\_\_.

IN THE PRESENCE OF: \_\_\_\_\_ MORTGAGOR: \_\_\_\_\_  
**F** as to All **E**

STATE OF VERMONT \_\_\_\_\_  
 \_\_\_\_\_ COUNTY, SS.

At \_\_\_\_\_, in said County, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_ before me personally appeared the above named Applicant(s) and/or Non-Borrowing Spouse known to me as the person(s) who executed the foregoing instrument, and he/she thereupon duly acknowledged to me that he/she executed the same as his/her free act and deed.

Before me, \_\_\_\_\_ **G**

Notary Name: \_\_\_\_\_  
 Notary Public  
 Notary Commission Number: \_\_\_\_\_  
 My commission expires: \_\_\_\_\_

VHFA Form #S-2015E Page 2 of 2 Rev. 03/01/2019

### Completion Instructions

- D**
 Input closing date
- E**
 Borrower and Non-Borrowing Spouse (if applicable) sign in the presence of a witness and a notary
- F**
 Witness signs the form
- G**
 Notary signs and dates the form
- Send original completed form to VHFA after closing