

Lender Closing Affidavit – Form 102

I, the undersigned state the following: Lender has accepted and reviewed the Mortgage Loan application for:

Borrower _____

Co-Borrower _____

Property Address _____

City _____ Zip _____ County _____

1. The Lender has closed a 1st lien mortgage loan in the amount of \$ _____ on this day _____ (date of actual loan closing).
2. The Lender has received the signed Borrower Closing Affidavit (Form-101).
3. The Lender has received and examined true, complete, signed copies of the Borrower's federal income tax returns prior to loan closing or such other verification as is acceptable to NCHFA. This is not applicable if the Residence is located in a Targeted Census Tract area.
4. After reasonable investigation, the Lender hereby certifies that the borrower has not had an ownership interest in a principal residence at any time during the three (3) years prior to loan closing or the property is located in a Targeted area.
5. After reasonable investigation, the Lender is not aware of any material change in the circumstances on which it relied in executing *Mortgage Affidavit and Borrower Certification* (Form-016). All statements contained in the *Mortgage Affidavit and Borrower Certification* remain valid and true except as noted below. (If no changes noted below, I agree everything remains the same.) _____
Lender certifies that the above changed circumstances do not affect the Borrower's eligibility.
6. Based on reasonable investigation, neither the Lender, the Borrower, nor the Seller of the Residence has made any negligent or fraudulent material misstatements in connection with the Borrower's application for a Mortgage Loan.
7. The Lender agrees that it will immediately notify NCHFA of all information which it may receive during the term of the Mortgage which indicates that the Borrower may have made a misrepresentation in applying for a Mortgage Loan.
8. The Lender has completed and submitted to NCHFA via the Online Lender Services (OLS) system which the Lender certifies is correct to the best of its knowledge.
9. The Lender has advised the Borrower to consult a tax accountant or to calculate federal tax consequences as a result of participation in the program and not to rely solely on any statements made by the Lender or NCHFA.
10. The lender has not directly or indirectly attempted to prohibit the Borrower from seeking financing from any other lender nor attempted to require the Borrower to seek financing from a specific lender.
11. The Lender has charged the Borrower only those reasonable and customary fees for processing of the loan as would be charged to a borrower applying for financing not otherwise charged in connection with Mortgage Loan.
12. I acknowledge and understand this affidavit is being made under penalties of perjury and will be relied on for purposes of determining the Borrower's eligibility for a Mortgage Loan. **Fraudulent Statements** - Any fraudulent statement will result in (i) the revocation of the mortgage loan and, (ii) a \$10,000 penalty under Section 6709 of the Internal Revenue Code. **Material Misstatements due to Negligence** - Any material misstatement due to negligence on my part will result in a monetary penalty under Section 6709(a) of the Internal Revenue Code. **Other Remedies** - In addition, any material misstatement due to negligence or misstatement due to fraud discovered before the issuance of the Mortgage Loan will result in denial of the application.

Date: _____ Name of Lender Representative: _____

Signed By: _____ Title of Lender Representative: _____
[e-signature with verification or ink signature]