# Welcome to the 2016 NCHFA Program Information Session Self-Help Loan Pool







# Civil Rights Act & Fair Housing

- Civil Rights Act of 1968 and the Fair Housing Amendments Act of 1988 apply to all housing in the US
- The Federal Fair Housing Act & NC Fair Housing Act prohibit discrimination on the basis of: (protected class)
  - Race
  - Color
  - Religion
  - Sex
  - National Origin
  - Disability
  - Familial Status (Having children or being pregnant)
- The NC Fair Housing Act also includes low income housing as a protected class.







## **Our Mission**

To create affordable housing opportunities for North Carolinians whose needs are not met by the market.





## What are we?

- A SELF-SUPPORTING public agency
  - No Operational Funding From State
- Created by the General Assembly in 1973
- Facilitate funding for first mortgages & mortgage credit certificates
- Administer programs and funding
  - Primarily Federal: LIHTC, HOME, HHF
  - Limited state funding: HTF









# With our partners around the state, NCHFA has helped

More than 241,960 households

## By providing

\$17.4 billion in financing for affordable homes and apartments

Helping

100,070 families buy their home









# With our partners around the state, NCHFA has helped

## **Supporting Local Efforts**

More than \$77.5 million in all-time financing For more than 2,750 Habitat for Humanity borrowers

\$271 million of supportive housing for North Carolinians with mental illness and disabilities

## **Preserving**

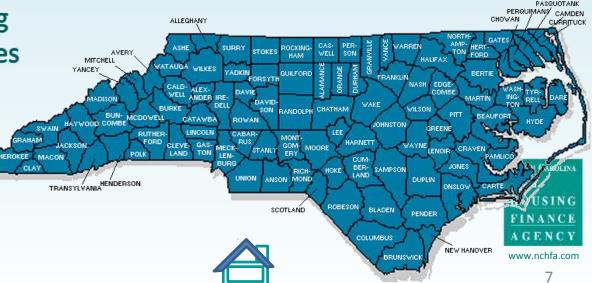
Over 21,104 loans to families facing foreclosure saving \$3.8 Billion in property and preventing 98% foreclosures

31,460 homes rehabilitated with \$331.8 Million and made accessible for elderly homeowners

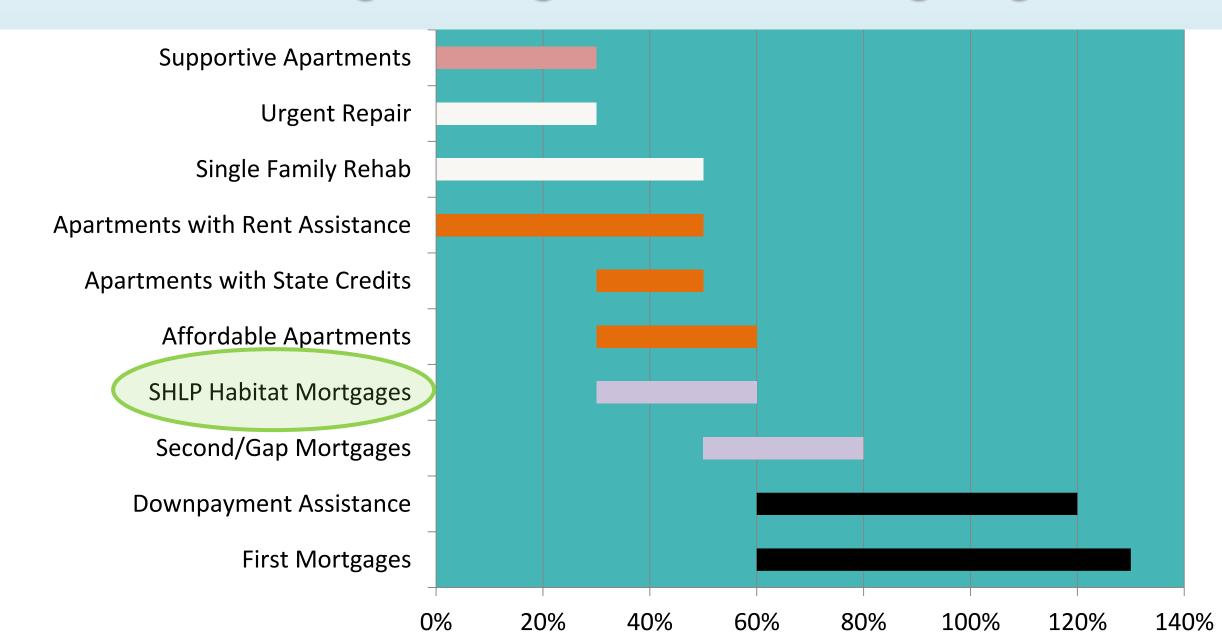
All 100 Counties in NC





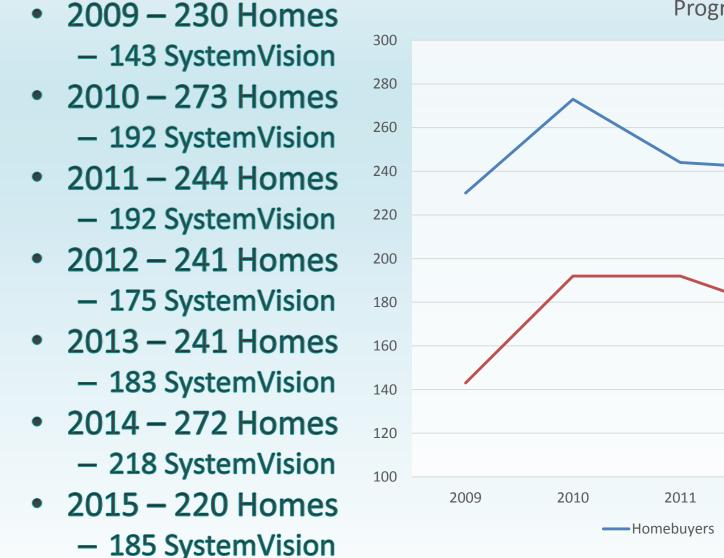


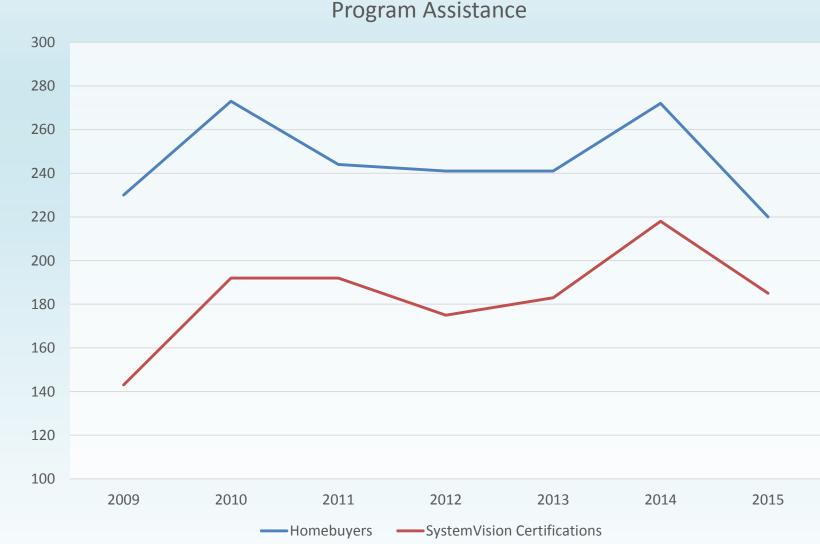
# NCHFA Range of Program & Income Targeting





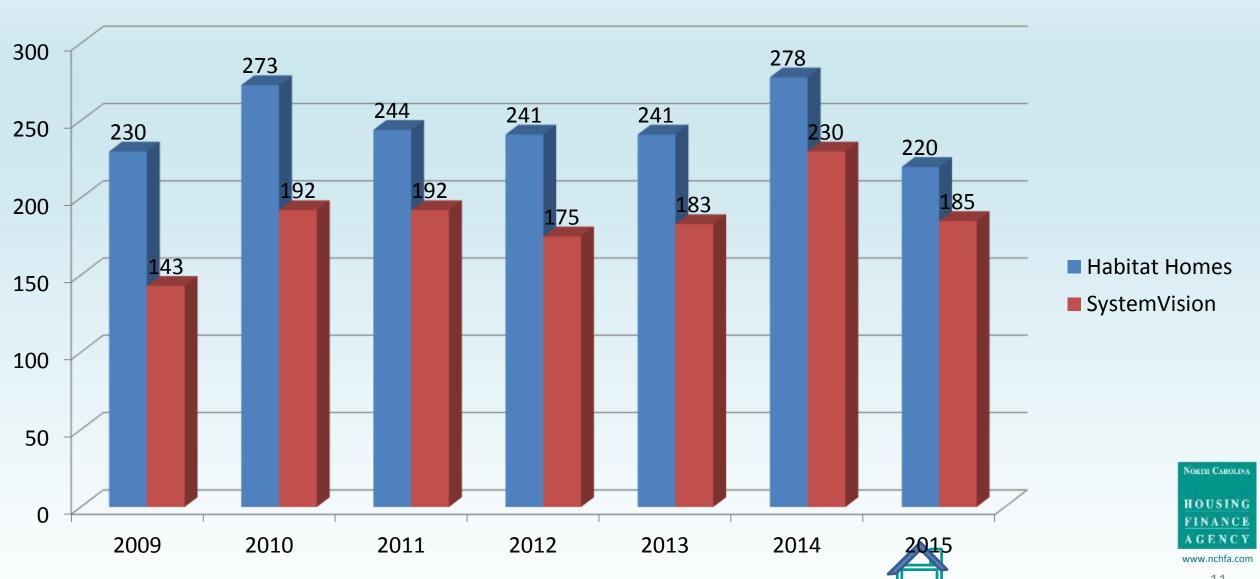
# Self-Help Loan Pool Production







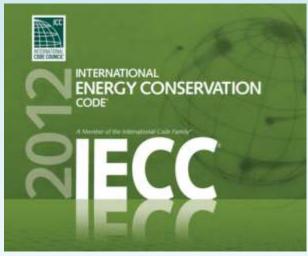
# Partnership with Habitat for Humanity



# Historic: 2013 Self-Help Loan Pool Changes

- Energy Star 3.0 Now treated as a green program
- Recycled Units (units previously funded by SHLP and taken back by HFH in foreclosure)
- Language Access Plans (late 2011)
- HOME Agreements (Cycle every two years)
  - This will continue to happen every 2 years.
- Conflict of Interest Policies (late 2011)
- Underwriting NCHFA looking at ratios and stability of income (not new, but now much more consistent)
- Existing units becoming a more regular part of affiliate strategy
- New NC Energy Code & Residential Building Code (March 2012)









# Historic: 2014 Self-Help Loan Pool Changes

- Higher funding levels (\$40,000)
- New Participation & Servicing Agreements (Sept 2014)
- New Minimum Property Standard Coming (or so we thought)!
- Servicing Capacity
  - Volunteer only affiliates must designate a professional servicer
- Reserve/Access to funds for highest single loan balance, part of the annual recertification
- Critical Repair, Rehab, and Recycled units becoming a more regular part of affiliate strategy



# Historic: 2015 Self-Help Loan Pool Changes

- SystemVision for Existing Homes (May)
  - ResiSpeak Required
- SystemVision for New Homes updated Standard November)
  - ResiSpeak Required
- Changed funding levels (\$30,000)
- New HOME Agreements to allow higher SV funding levels (Cycle every two years with no changes)
- New Minimum Property Standard Coming! (said this last year)
- Housing Counseling and homebuyer education
  - New Agency policy for minimum
  - Housing Counseling Rule is coming (tentative)
  - HUD certified housing counseling may be required (tentative)
  - HUD recognized online home buyer education allowed
- Appraisals or CMAs must be per address and no more than 6 months old at time of underwriting
- 90 Day Reservations (vs 150 Days)
- 10 Business Days for Closing Notifications (vs 5 Days)









# 2016 Self-Help Loan Pool Changes

- 6 Business Days Notice needed for Closing
- New Member Agreement Coming (Replacing Renewal Form)
  - Updated renewal process (including fair housing and membership information)
- New Minimum Property Standard Coming.... On hold indefinitely
- Housing Counseling and homebuyer education
  - Housing Counseling Rule is coming (very likely)
  - HUD certified housing counseling may be <u>required</u> (very likely)
- Updated Guidelines. Worth reviewing, but more clarification than substantive changes
- SystemVision Certifications must be completed prior to closing
- New online portal for loan pool submissions







# Who Should Be Logging In?

- The Portal is replacing the workbooks fully + payments + closings + file related messaging. Staff that should be informed about any part of this process will want a login.
- Messages come to everyone with a login by default.
- Normal website: <a href="https://www.nchfa.org/LPPortal">https://www.nchfa.org/LPPortal</a>
- Usernames and Passwords will be emailed to you some time after training.
- We won't know your password, but can reset it.

Tue 4/26/2016 1:54 PM

donotreply@nchfa.com

Account Information for NCHFA Online Portal

To Josh Burton

We removed extra line breaks from this message.

Welcome to the NCHFA Online Portal. An administrator has created a user account to allow you to access the system.

Username: jdburton Password: X3MVST

## **NCHFA** Online

To further access NCHFA Online, please read and accept the terms of use.

#### **TERMS OF USE**

By using NCHFA Online, you agree to follow and be bound by these terms of use and agree to comply with all applicable laws and regulations. It is your responsibility to review these Terms of Use periodically, and if at any time you find these Terms of Use unacceptable or if you do not agree to these terms of use, please do not use this Site. We may revise these terms of use at any time without notice to you. If you have any questions about these terms of use, please contact us. YOU AGREE THAT BY USING THIS SERVICE YOU ARE AT LEAST 18 YEARS OF AGE AND YOU ARE LEGALLY ABLE TO ENTER INTO CONTRACT. Information contained on the Site is not to be considered error-free. There terms of use are a legally binding agreement between you and NCHFA that will be enforceable against you. Please also refer to North Carolina Housing Finance Agency's Privacy Policy, Terms of Service and Disclaimers, which are each incorporated by reference herein.

#### **OWNERSHIP**

The Site is owned and operated by the North Carolina Housing Finance Agency, 3508 Bush Street, Raleigh, North Carolina, 27609, which is referred to herein as "NCHFA", "Agency", "We", "Us", or "Our". All rights, title and interest in and to the materials provided on the Site, including but not limited to information, documents, logos, graphics, sounds, and images (the "Materials") are owned either by the North Carolina Housing Finance Agency or by its respective third party authors, developers, or vendors ("Third Party Providers"). Except as otherwise expressly provided by North Carolina Housing Finance Agency, none of the Materials may be copied, reproduced, republished, downloaded, uploaded, posted, displayed, transmitted, or distributed in any way and nothing on the Site shall be construed to confer any license under any of North Carolina Housing Finance Agency's intellectual property rights, whether by estoppels, implication, or otherwise. North Carolina Housing Finance Agency does not sell, license, lease or otherwise provide any of the Materials other than those specifically identified as being provided by North Carolina Housing Finance Agency. Any rights not expressly granted herein are reserved by North Carolina Housing Finance Agency.

#### LIMITED PERMISSION: CONFIDENTIALITY

North Carolina Housing Finance Agency hereby grants you permission to download, view, copy and print the the contained information for your own informational purposes only. Misuse of information and materials contained on the Site is strictly prohibited. This permission terminates automatically without

Accept

t Decline

Read & Accept



## **Key Dates**

- May 23rd Last day to submit reservations via workbook
- You can start using portal as soon as you receive a login
- June 1<sup>st</sup> Last day to use workbooks for underwriting packages
- You can finish any reservation in portal as soon as you receive a login.
- The only reason to finish a reservation in the portal is if the borrower agreements and attachments are already signed. Otherwise, finishing the file in the portal is quicker.

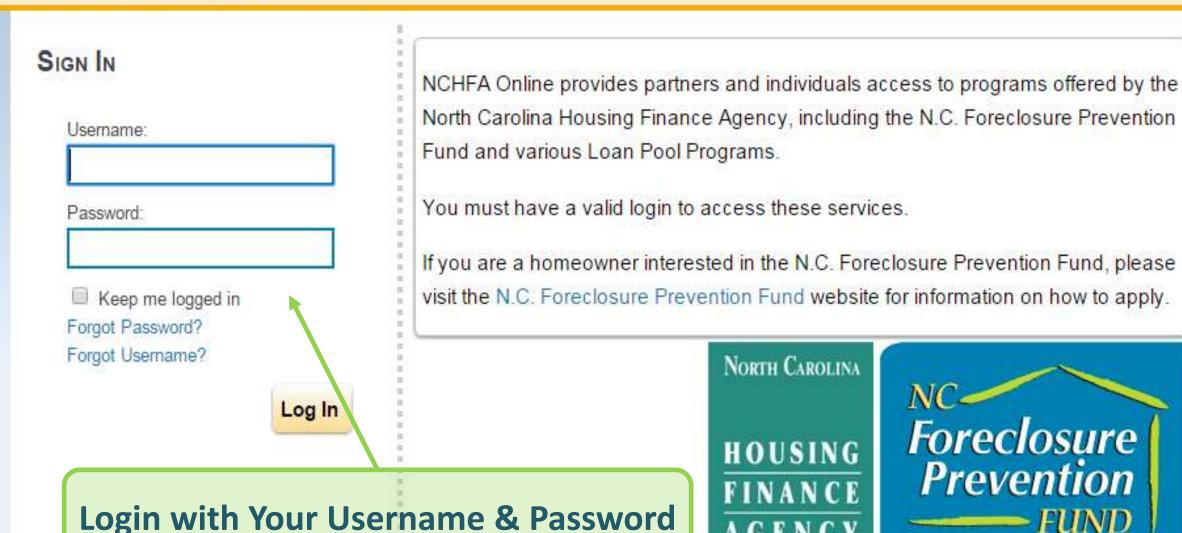


# What tools do you need to use the portal?

- An internet-connected computer with an up-to-date internet browser.
- A multiple page or high speed scanner
- Adobe Acrobat Reader (or another PDF reader that will allow you to mark a PDF) – This is the free PDF reader loaded on many computers by default.
- An email address to receive notifications.
- Key Websites Used:
  - <a href="https://www.nchfa.org/LPPortal">https://www.nchfa.org/LPPortal</a>
  - <a href="http://fris.nc.gov/fris/Home.aspx?ST=NC">http://fris.nc.gov/fris/Home.aspx?ST=NC</a>
  - <a href="https://www.google.com/maps">https://www.google.com/maps</a>



# NCHFA Online



Copyright © 2015 North Carolina Housing Finance Agency | Privacy Policy | Terms of Use | Terms of Service | Disclaimer

AGENCY

## **Update Your Account Information**

# NCHFA Online



**Enter the Portal Here** 

System List

SYSTEMS LIST

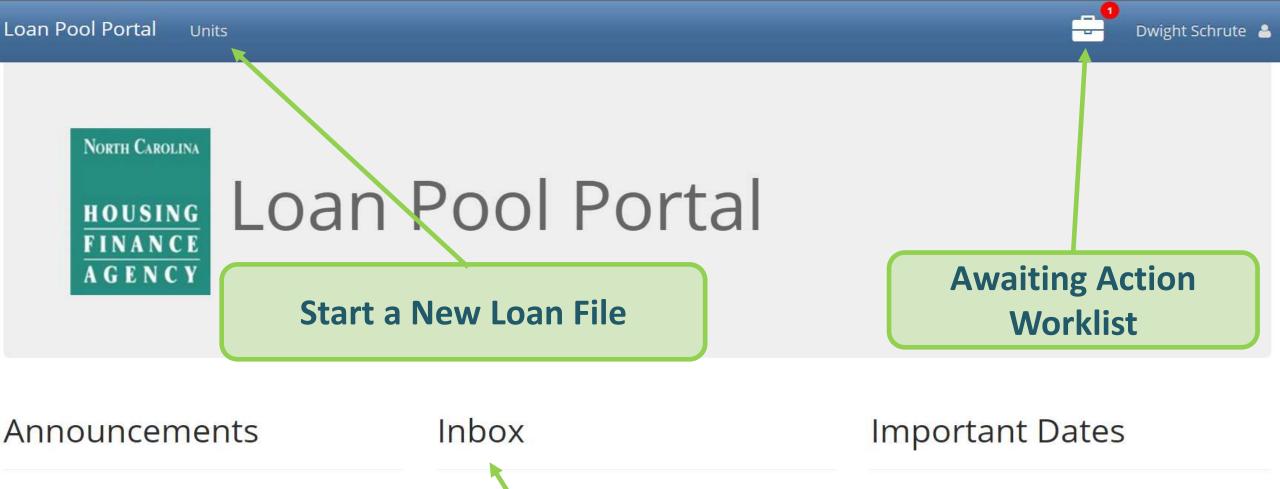
Loan Pool Portal

My Account

Change Password

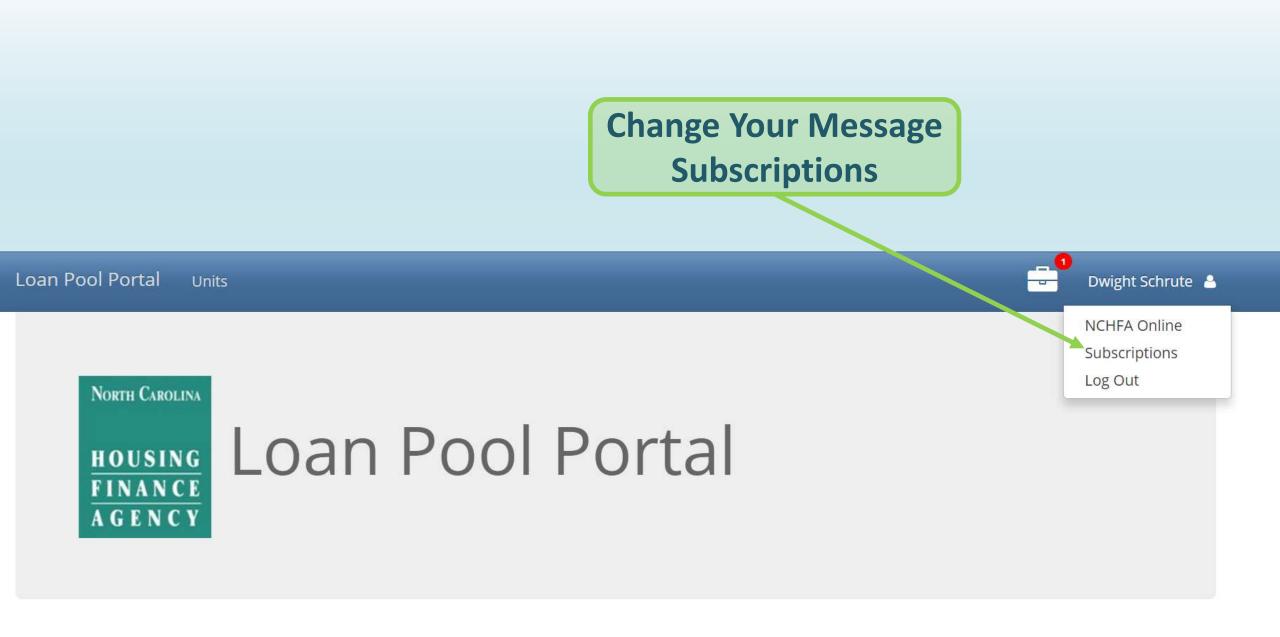
Home

Log Out





documents and scheduling closings and



**Announcements** 

Inbox

Important Dates

### Loan Pool Portal Units

**Subscriptions (Active Projects)** 

9203887 (CPLP 2016)

Unit 001 **⊘**Bruce Banner

Click here to change subscriptions. Green check = Subscribed

9203888 (SHLP 2016)

No units exist for this project.





#### Welcome to the Loan Pool Portal

The last day to use the workbooks for new reservations is May 18th.

The last day to use the workbooks for underwriting package submissions is **June 1st**.

Please watch the announcements for any enhancements added to the portal over the next few months.

If you encounter errors and problems in the portal, please contact:

Josh Burton at jdburton@nchfa.com or 919-877-5678,

Deborah Hamilton at dmhamilton@nchfa.com or 919-877-5709,

or Mark Lindquist at mwlindquist@nchfa.com or 919-501-4263.

## Announcements

Show 1 Y entries

No unread messages right now...

Coming Soon!

the bottom left of the screen.
Click on them to enlarge and read the announcement.

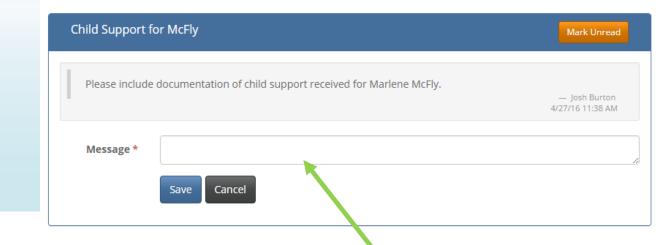
**Announcements** 

will appear in

Welcome to the Loan Pool Portal

The last day to use the workbooks for new reservations is **May 18th**.





## Announcements

### Show 1 ▼ entries

#### Welcome to the Loan Pool Portal

The last day to use the workbooks for new reservations is May 18th.

The last day to use the workbooks for underwriting package submissions is June 1st.

Please watch the announcements for any enhancements added to the portal over «click for more»

## Inbox



Show 1 ▼ entries

Please include documentation of child support received for Marlene McFly.

Josh Burton
 4/27/16 11:38 AM

Showing 1 to 1 of 3 entries

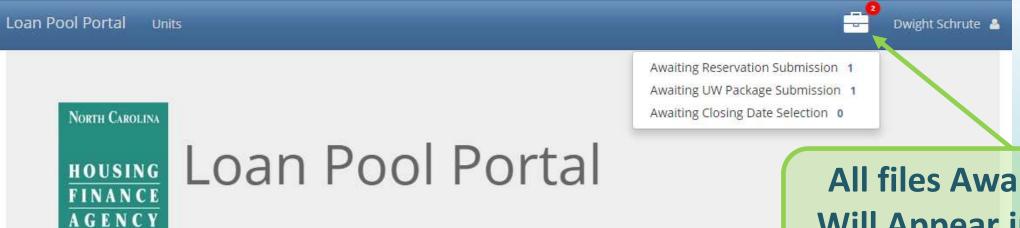
Previous

Next

Messages regarding files
will appear under box.
These will include
messages about the
status of approvals,
pended items, or general
questions about the file.



AOUSING FINANCE AGENCY



All files Awaiting Action
Will Appear in Your Work
List

#### **Announcements**

#### Show 1 ▼ entries

#### Welcome to the Loan Pool Portal

The last day to use the workbooks for new reservations is May 18th.

The last day to use the workbooks for underwriting package submissions is June 1st.

Please watch the announcements for any enhancements added to the portal over «click for more»

### Inbox

#### Show 1 ▼ entries

#### Reservation Accepted

Your reservation has been accepted. The next step is to complete and submit the Underwriting package for review.

Josh Burton
 4/27/16 12:07 PM

Previous

Showing 1 to 1 of 3 entries

Next

### **Important Dates**

Coming Soon!



Loan Pool Portai

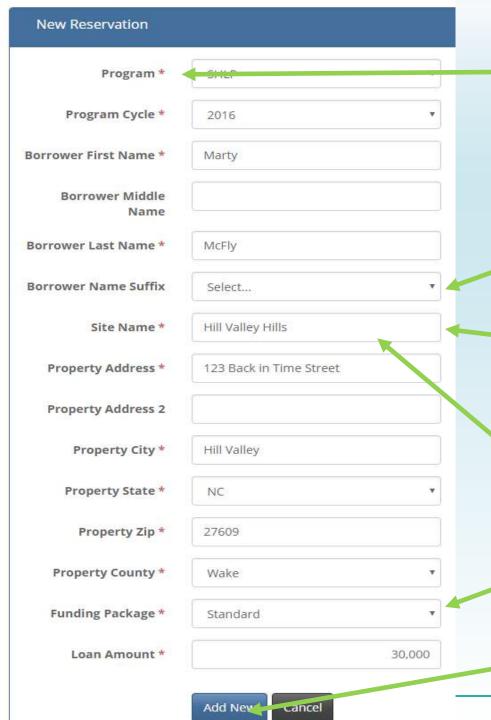
HOUSING

FINANCE

AGENCY

Click Units to EITHER start
a New Reservation or see a
list of all active files





Complete every field with a red asterisk

Notice the dropdown boxes

Some fields reference a list of previous entries. Please use the existing entry and don't create duplicate entries.

Site Name = Neighborhood, Community, Project

Select Funding Package

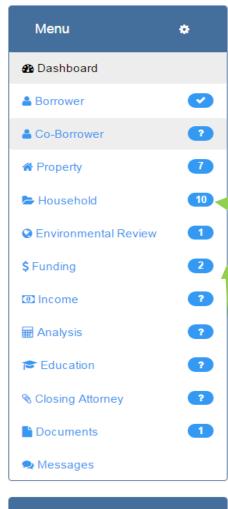
**Click Add New Twice** 

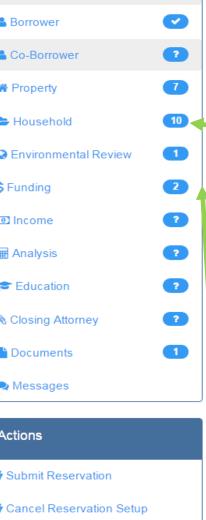


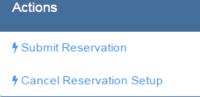


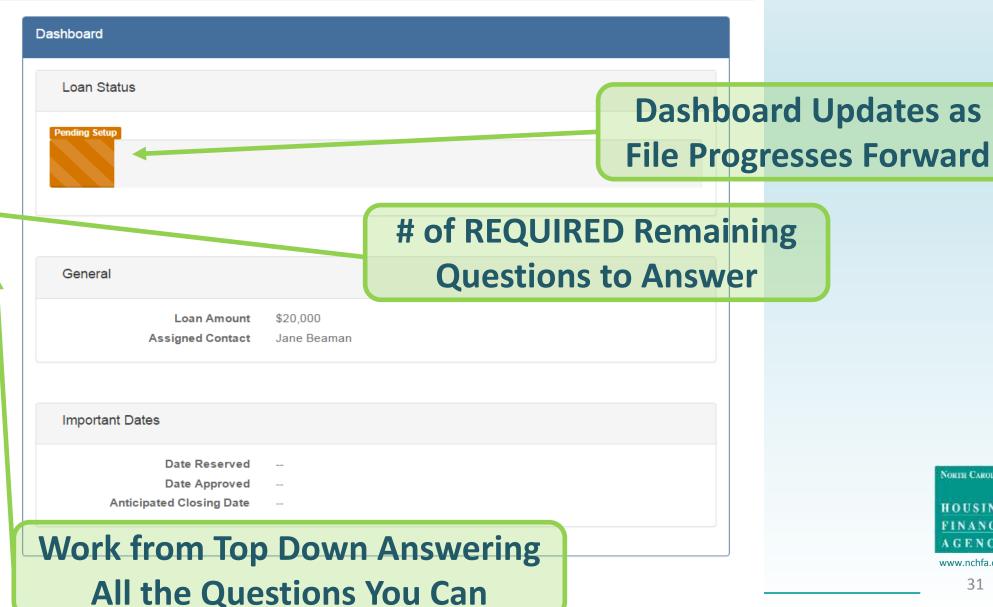
Pending Setup

Logan James Howlett 12345 X Manor Raleigh, NC 27615 - Wake County

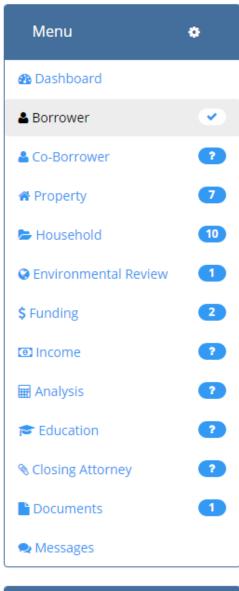


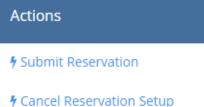


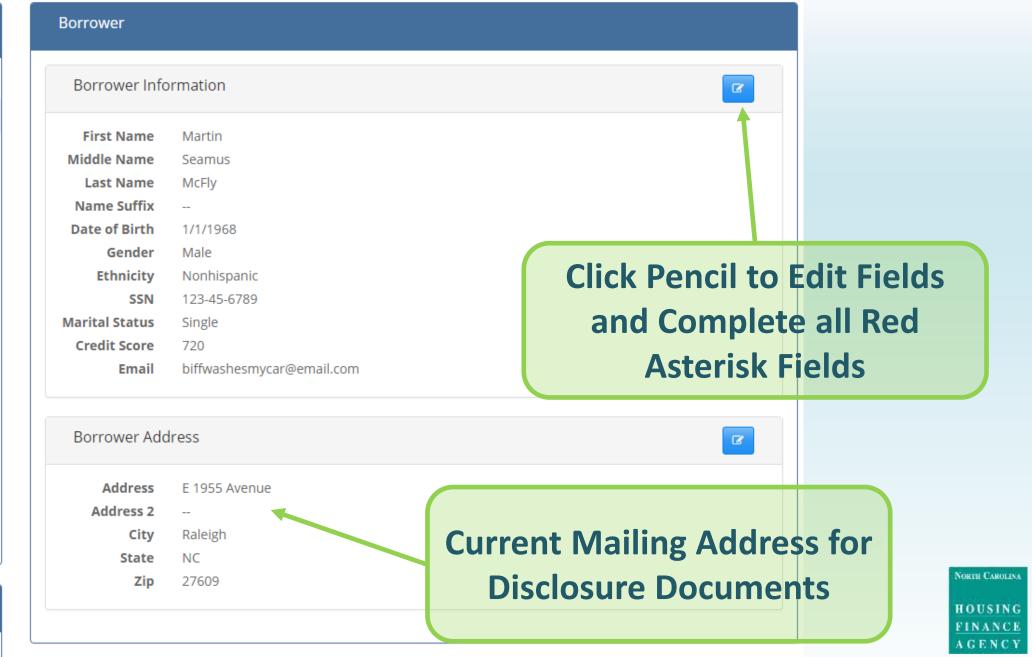




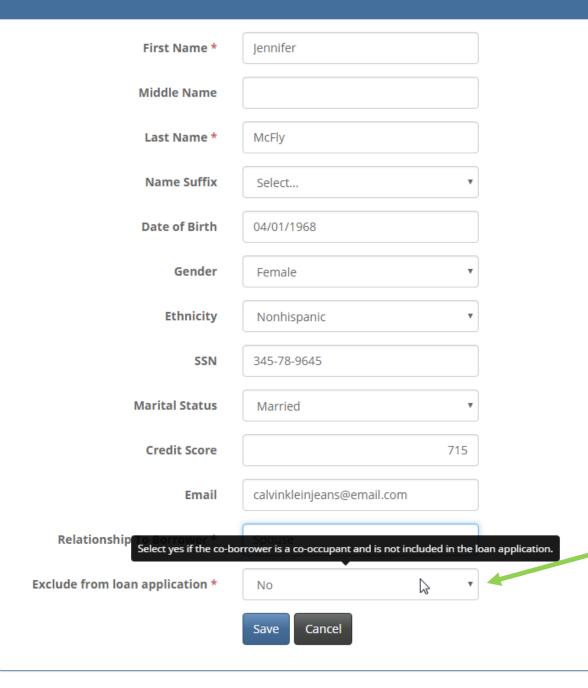


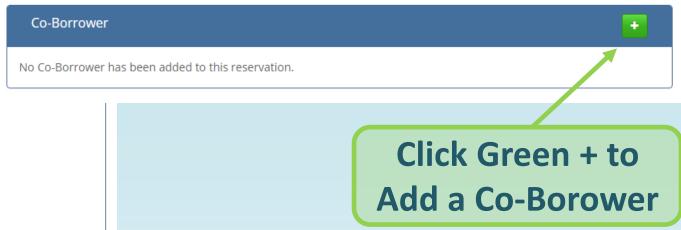






#### **Co-Borrower Information**

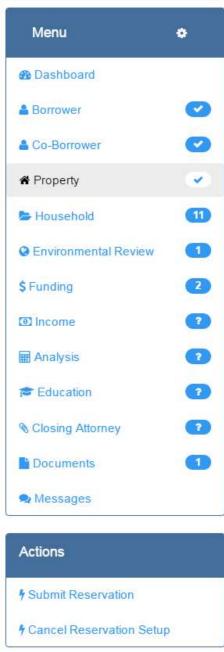


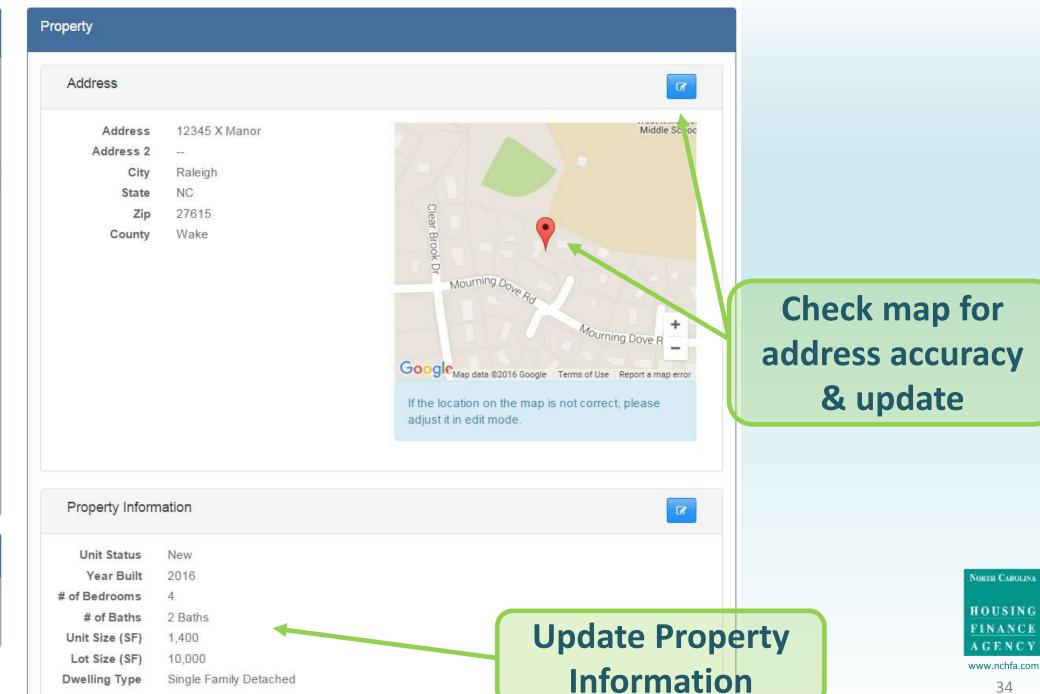


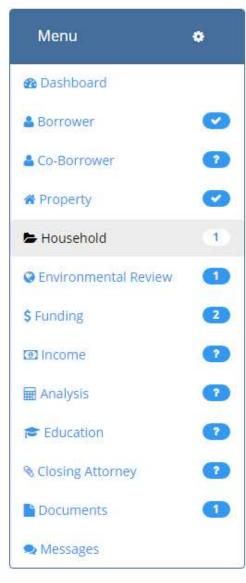
If Co-Occupant is a Spouse and not on loan application, select yes.



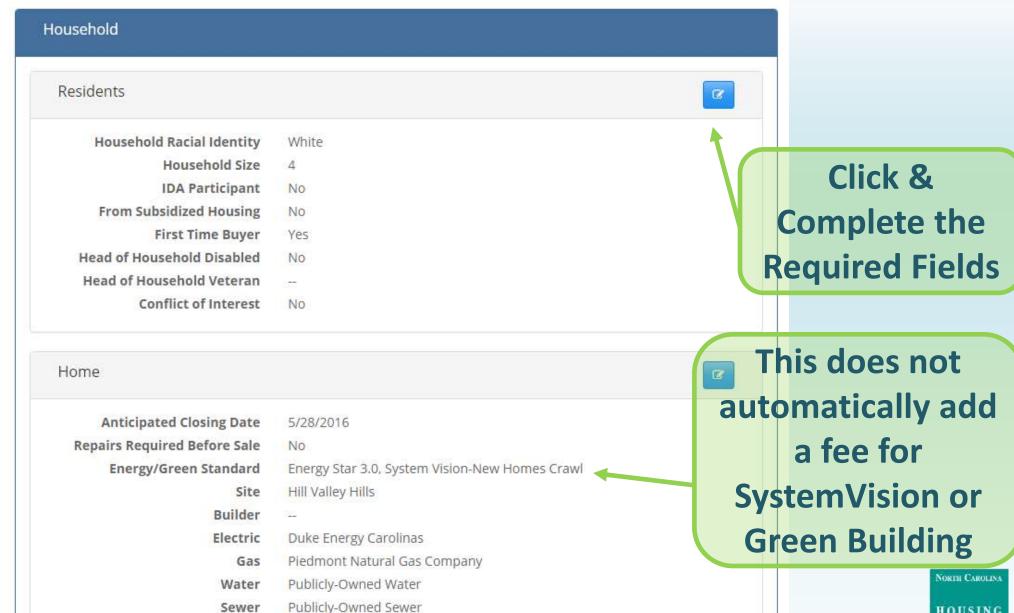














#### **Environmental Review**

#### The Flood Disaster Protection Act of 1973

While you may access FEMA maps other ways if needed, we recommend using the North Carolina Flood Risk Information System by navigating to http://fris.nc.gov/fris/Index.aspx.

- 1. Open the North Carolina Flood Risk Information System by clicking the link above.
- Check the map to verify your address was found and that the yellow marker is showing the correct location for the property. If not, either drag the map to show the correct property location OR navigate to http://fris.nc.gov/fris/Home.aspx?ST=NC and search within the county to find the correct address.
- 3. Once the marker shows the correct location, zoom in or out to show all of the property boundaries within the context of the immediate area.
- 4. On the right side of the web page, click to open up "Map Export". Leave Current View and 8.5 x 11 selected. Click Print.
- 5. Assuming your web browser allowed the popup window to open with the map, type the property address into the Map Title. Then click print. If your map did not open, you need to allow "fris.nc.gov" to open a popup window in your current browser. You may need to reopen the map by navigating http://fris.nc.gov/fris/Home.aspx?ST=NC if the popup window was blocked from opening initially.
- 6. Save the .PDF file of the color map to your computer in an easy location for you to find later as you will need to upload the map as part of the reservation under "Documents".

Is the property located in a special flood-hazard area designated on a current FEMA flood map? \*

Select...

#### Coastal Barriers Resources Act

Please Navigate to https://www.hudexchange.info/environmental-review/coastal-barrier-resources/ to read HUD's guidance on recognizing coastal barrier resources.

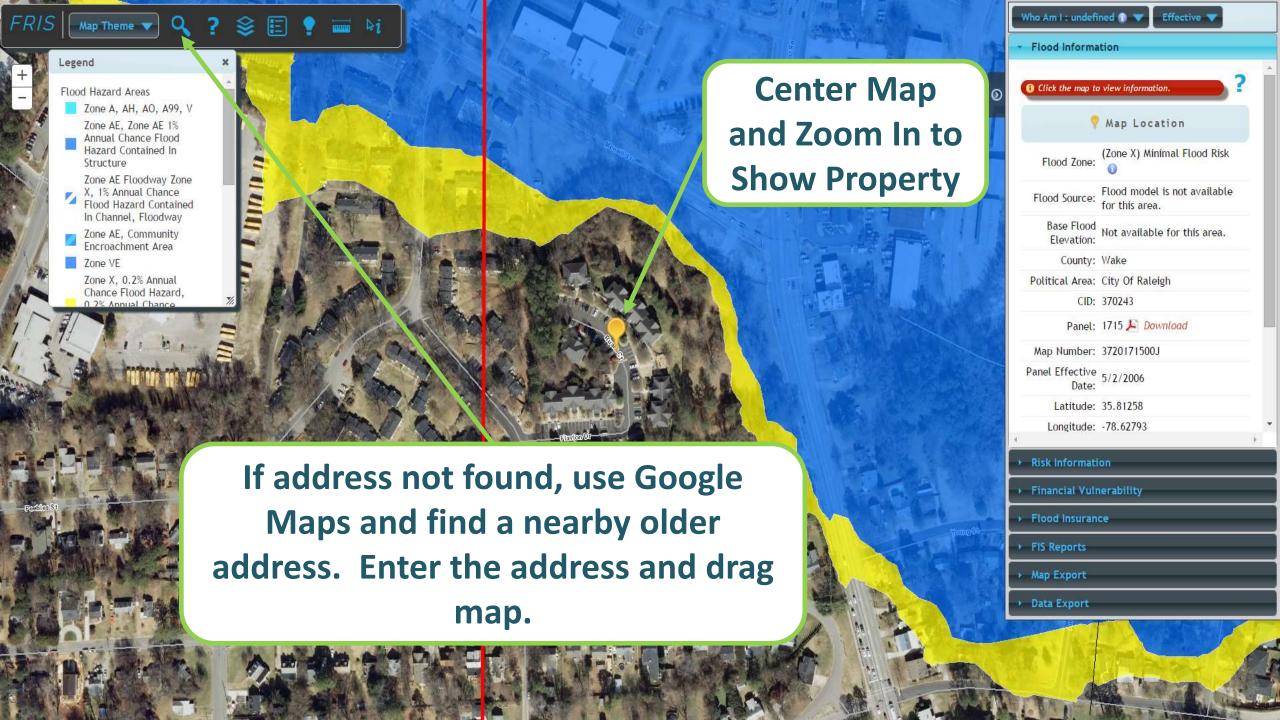
Then navigate to http://www.fws.gov/CBRA/Maps/Mapper.html to verify if the property is in a coastal barrier unit if the property is in a county with coastal barriers.

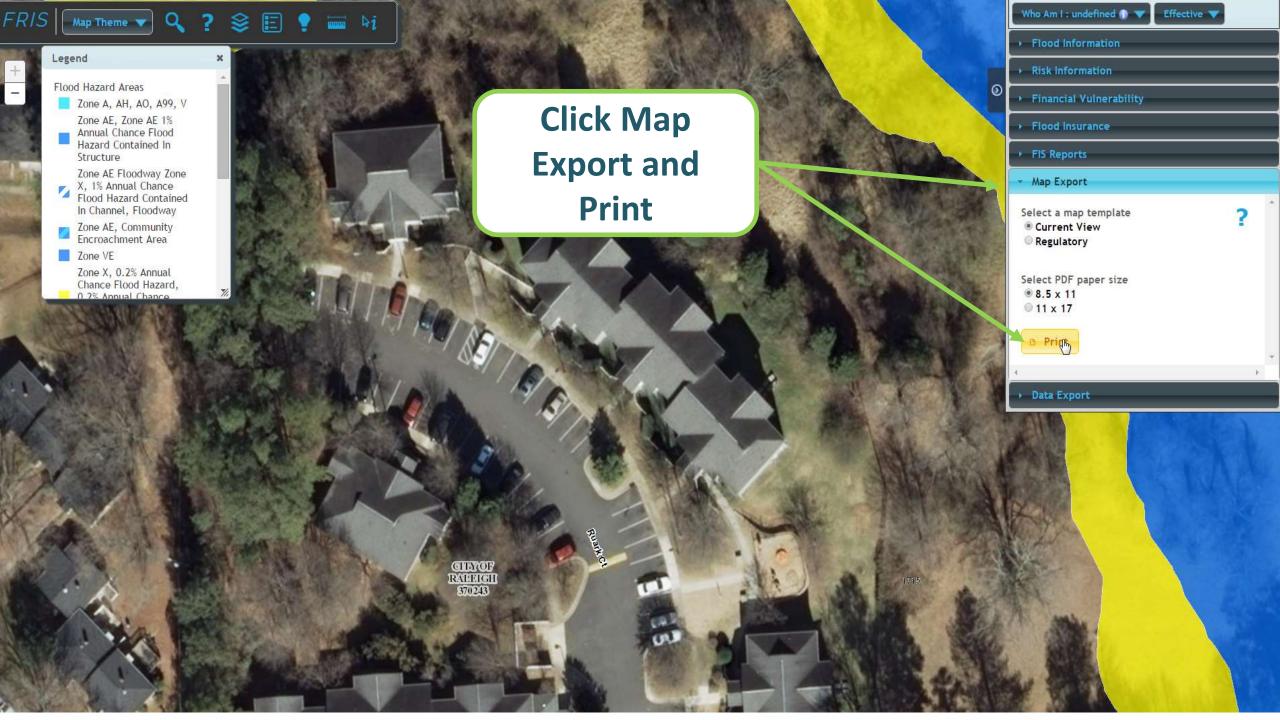
Is the property located in a 'coastal barrier resource' designated on a FEMA or US Fish and Wildlife Services Map? \*

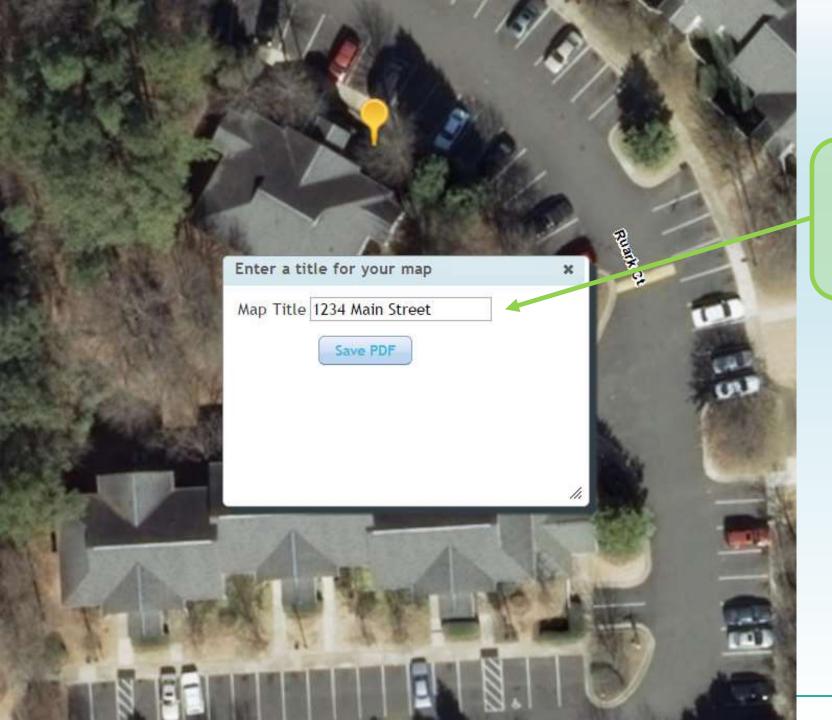
Select...

# Click here to open FRIS









Name The Map After the Address





Apr 25, 2016 CHYOF RALEIGH

North Carolina Floodplain Mapping Program

#### Legend



Flood Hazard Areas



AE
Floodway (AE)

0.2 % Chance Annual Flood Hazard

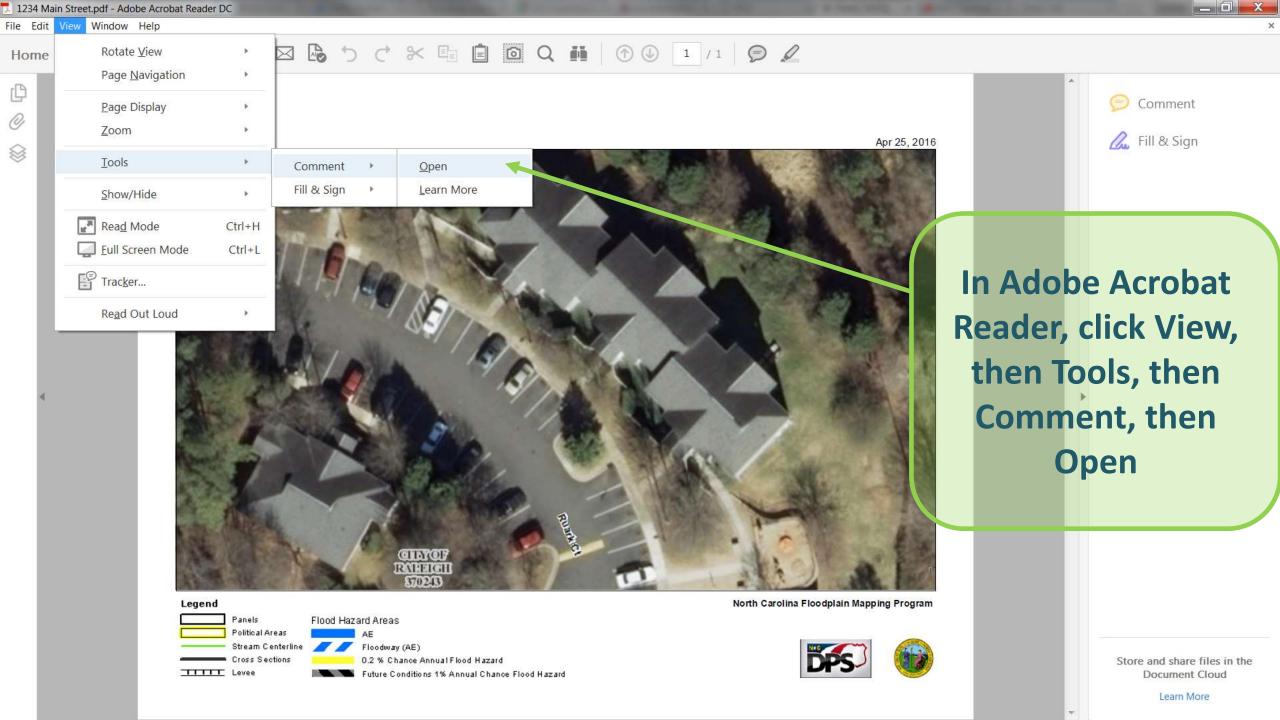
Future Conditions 1% Annual Chance Flood Hazard

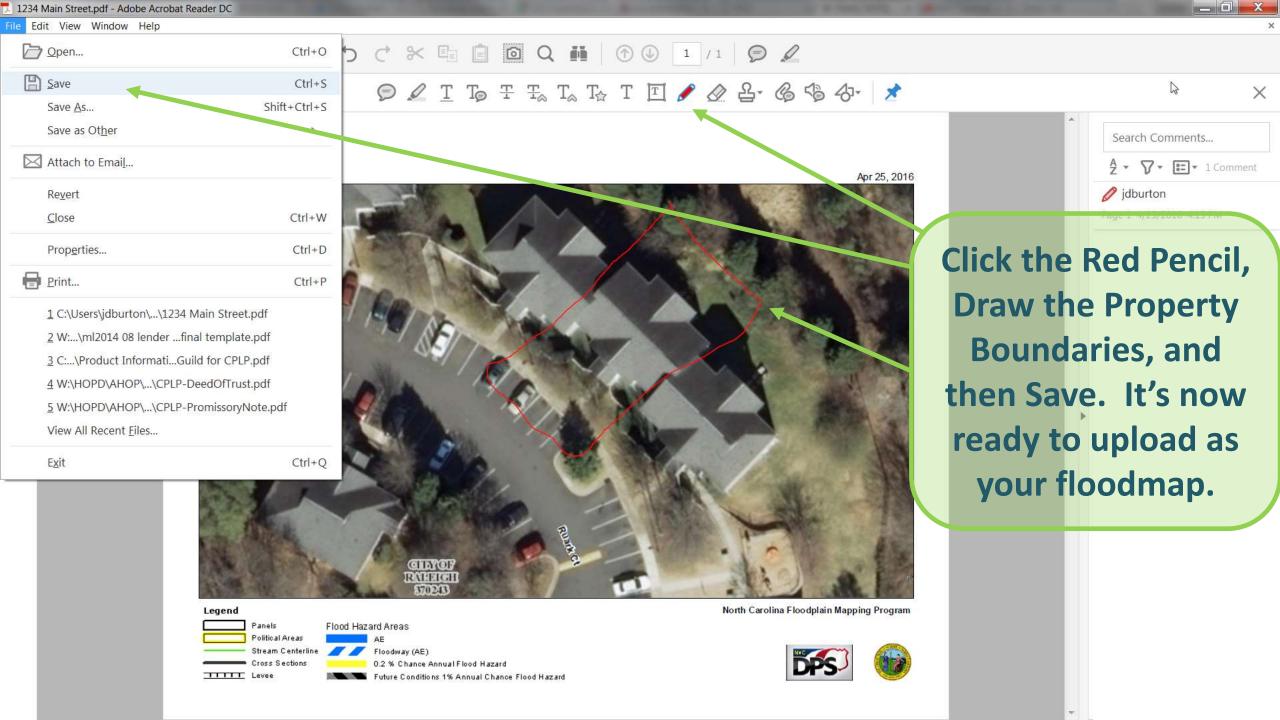




Save the Map
where you can find
it later. Close the
browser map and
re-open it from
where you saved
the file.







#### Airport Runway Clear Zones and Clear Zones Disclosures

Please navigate to https://www.hudexchange.info/environmental-review/airport-hazards/ here to read HUD's guidance on determining airport hazards.

To show that the property is not in close proximity to an airport runway, please attach a map showing the property is not within 15,000 feet (approximately 2.84 miles) of a military airport or within 2,500 feet (approximately 0.47 miles) of a civilian airport. Private runways are excluded unless that house many planes and have airfields the size of commercial or military airports. The map is required to be uploaded if the property is within 2 miles of any civilian airport OR 4 miles of a Military Airport.

- 1. Navigate to http://maps.google.com to open up the map for the property
- 2. Zoom out until the map shows the nearest airport (military or civilian).
- 3. Right click on the airport on the map and select "Measure distance" at the bottom of the option list. Click back on the property address and a measurement will be provided. Right click again, and select Print. Print the map. This map and measurement will need to be uploaded as a document under "Documents".

Is the property within 15,000 feet (approximately 2.84 miles) of a military airport or within 2,500 feet (approximately 0.47 miles) of a civilian airport? \*

No

Report Prepared By? \*

Prepared Date? \*

Doc Brown 4/25/16

Save

Cancel

Answer the
Remaining
Environmental
Review
Questions and
Click Save



#### Funding

Unit Financing Summary

Sales Contract Date: 04/12/2016

LTV Calculation		Expense	Amount
Total Loans	\$138,000.00	Sales Price	\$140,000.00
Appraised Value	\$145,000.00	Plus Closing Costs	\$1,200.00
LTV	95.17 %	Plus Prepaid Items	\$800.00
		Total Cost To Buyer:	\$142,000.00

Name Type		Amount
Habitat for Humanity (Habitat for Humanity) Loan	1	\$100,000.00
SHLP Loan Loan	1	\$30,000.00
Habitat for Humanity (Habitat for Humanity) Loan	2	\$8,000.00
City Homebuyer Grant Othe	r Funding	\$3,000.00
Seller Paid Closing Costs Othe	r Funding	\$1,000.00
	Total Funding:	\$142,000.00
	Funds Needed at Cl	osing: \$0.00

#### SHLP Loan Amount

Amount

\$30,000 **Lien Position** 1st

Loan Term

360 Months

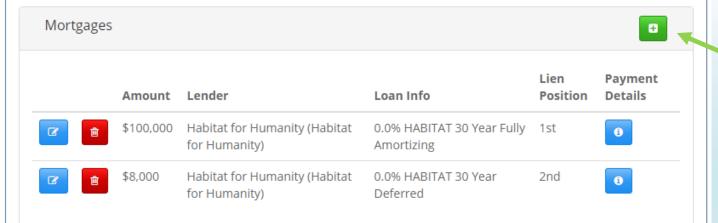
### **Add Unit Financing Data** Here

### **Change Lien Position and Term Here**

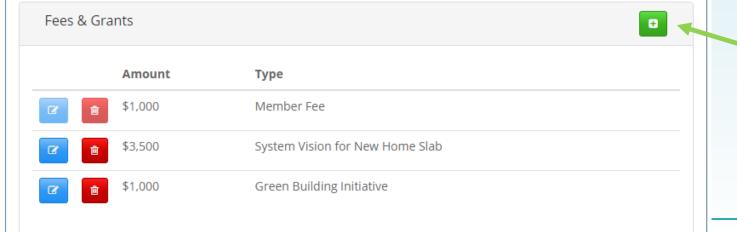


NORTH CAROLINA

44



# Amount Description Funding Source \$3,000.00 City Homebuyer Grant Loc Govt \$1,000.00 Seller Paid Closing Costs Private Funds



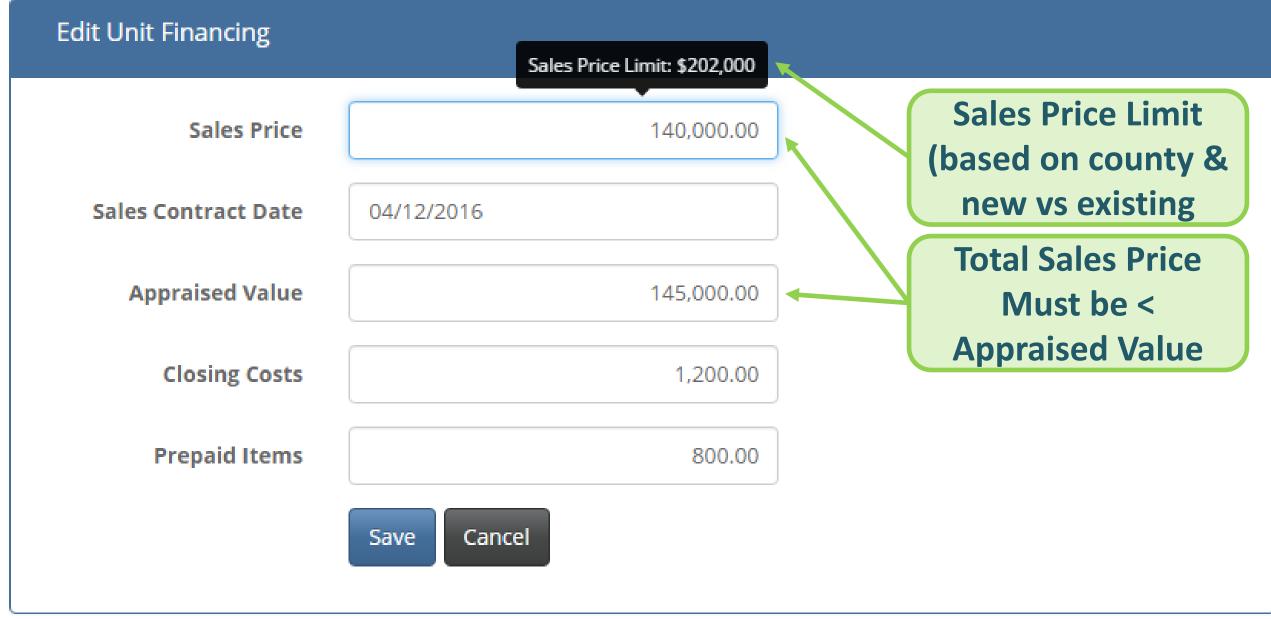
# Add any LOANS here

Add any non-Agency grants or other gift funds here

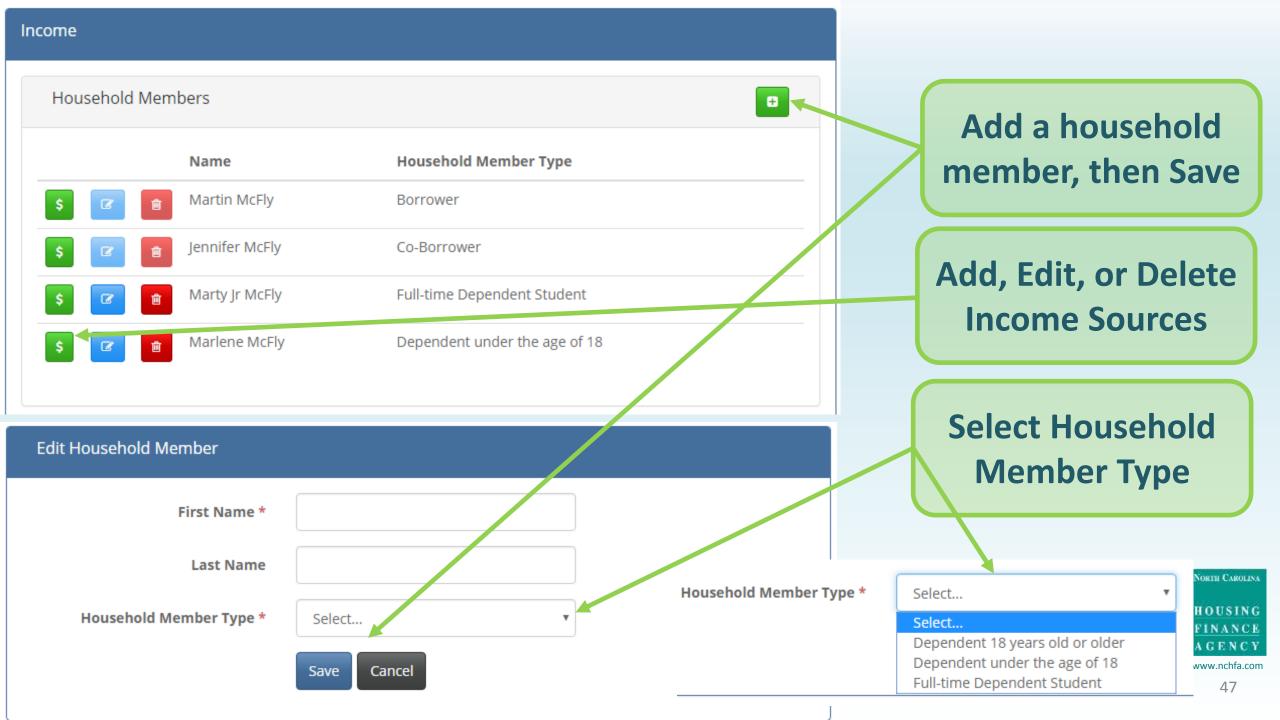
Add any Agency member fees, IDA match, and Energy Certification fees here

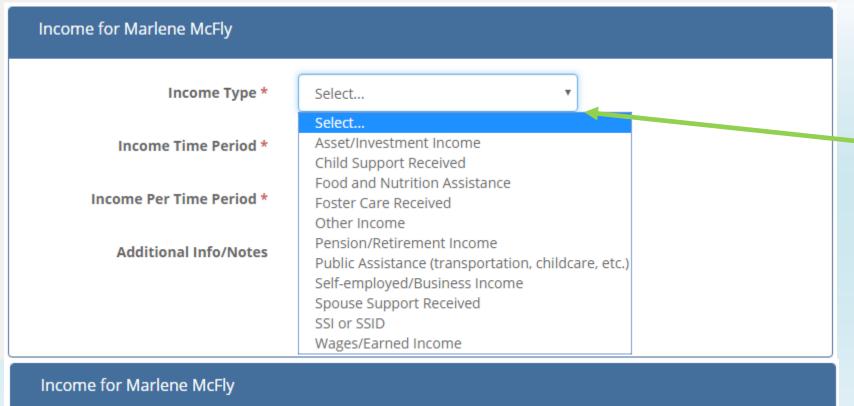












**Select Income Type** 

# Income Type \* Select... Income Time Period \* Select... Select... Hourly Weekly Bi-Weekly Bi-Weekly Semi-Monthly Monthly Annual

Year To Date

Select Time Period & add Income per Period



HOUSING
FINANCE
AGENCY
www.nchfa.com

48

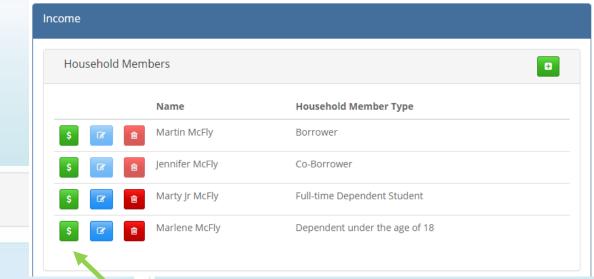
# Income Limit (based on County & Household size)

Household Income

Income Details highlighted in yellow have an associated comment.

Income Limit: \$63,050.00

Name	Income Type	Annual Household Income	Annual Qualifying Income	Income Details
Martin McFly	Wages/Earned Income	\$30,000.00	\$30,000.00	0
Jennifer McFly	Wages/Earned Income	\$10,705.88	\$10,705.88	0
Marty Jr McFly	Wages/Earned Income	\$0.00	\$0.00	0
Marlene McFly	Child Support Received	\$1,800.00	\$0.00	
		\$42,505.88	\$40,705.88	



As you add income, it will automatically add here

Note: This is not the final underwriting calculation, but an estimate.

IOUSING INANCE AGENCY

ORTH CAROLINA

www.nchfa.com

49

#### **Monthly Payment Analysis**



#### **Underwriting Ratios**

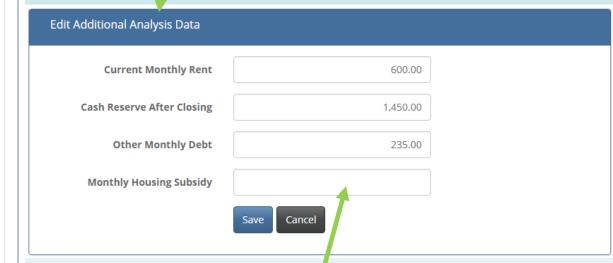
Item	Amount (Entered)	Amount (Calculated
1st Mortgage P&I (0.0% HABITAT 30 Year Fully Amortizing )	\$500.00	\$277.78
2nd Mortgage P&I (0.0% HABITAT 30 Year Deferred )		\$22.22
SHLP Repayment Amount		\$83.33
Property Taxes	\$50.00	
Homeowner's Insurance	\$50.00	
Homeowners' Assn Dues		
Minus Subsidy		
Total Mortgage Payment:	\$683.33	
Monthly Qualifying Income:	\$3,392.16	
Payment to Income Ratio (Front-End):	20.14 %	<b>©</b>
Other Monthly Debt	\$235.00	
Total Monthly Debt:	\$918.33	
Debt to Income Ratio (Back-End):	27.07 %	0

#### Additional Analysis Data

Current Monthly Rent \$600.00

Cash Reserve After Closing \$1,450.00

# Add Additional Analysis Data



Use Monthly
Housing Subsidy for
Vouchers or MCC



#### Homebuyer Education and Counseling Information

ď

Education Hours Completed 4

Education Provider DHIC

Education Certificate Date 04/20/2016

Counseling Hours Completed 4.5

Counselor Name Shelia Porter

# Edit Homebuyer Education and Counseling Information

Education Provider \*

Education Certificate Date \*

**Education Hours Completed \*** 

**Counseling Hours Completed** 

**Counselor Name** 

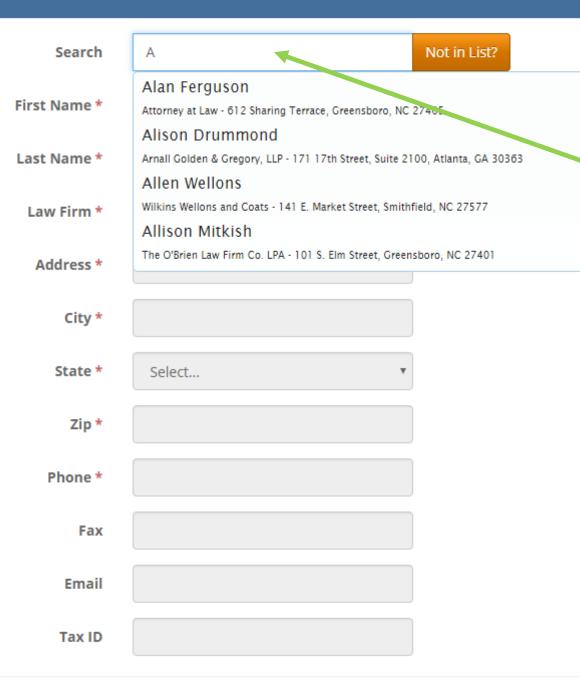
Save Cancel

Add Homebuyer
Education &
Counseling
Information





#### **Edit Closing Attorney**

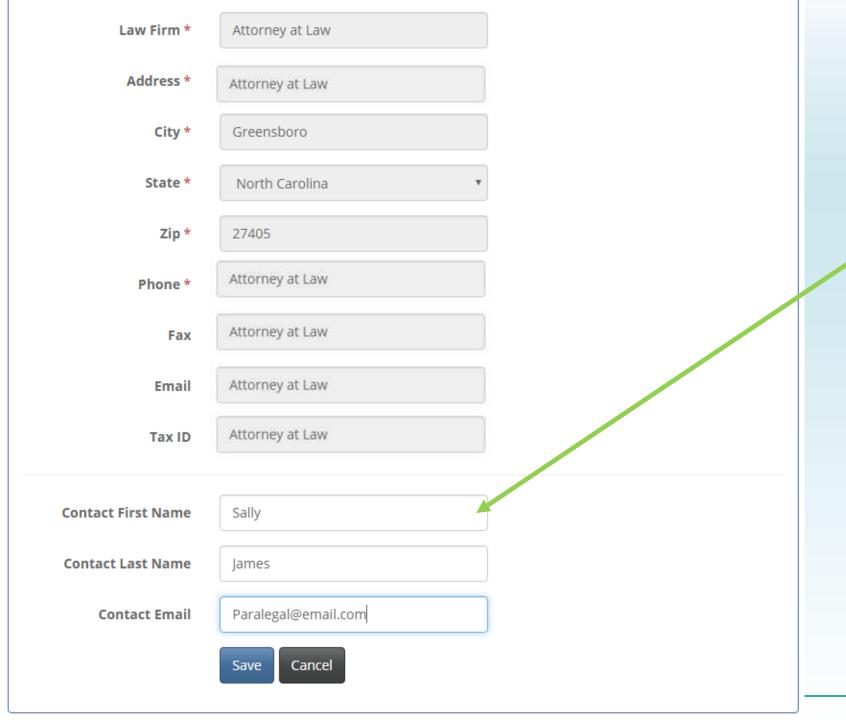


**Start Typing Closing Attorney's Name.** 

Only Click "Not in List" if attorney is not listed



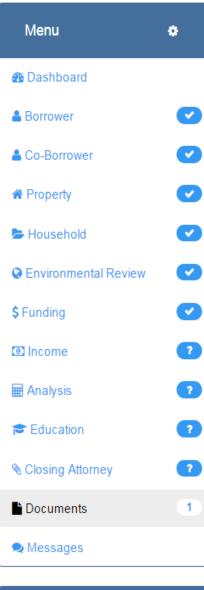


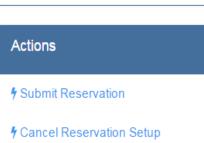


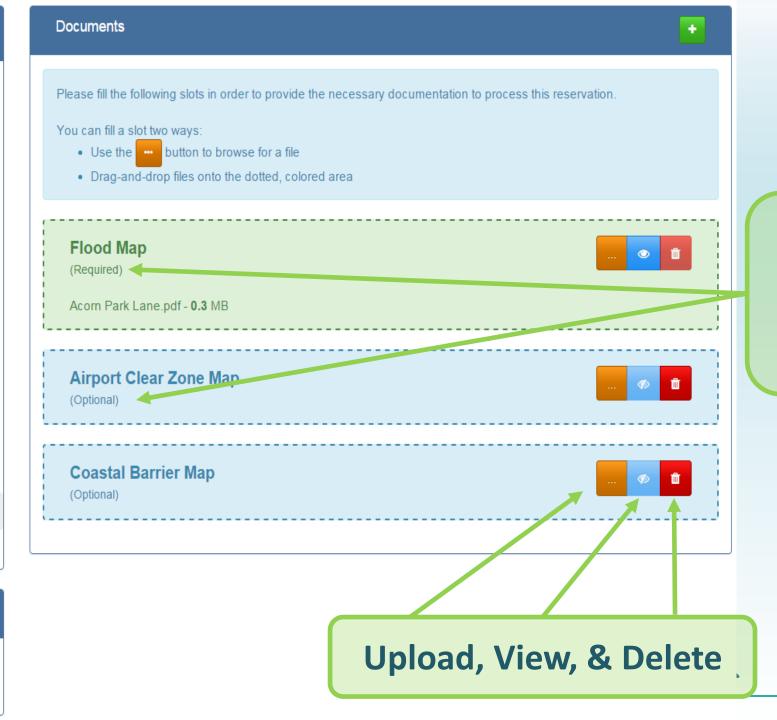
After selecting attorney, add Paralegal contact if Paralegal is working the closing.







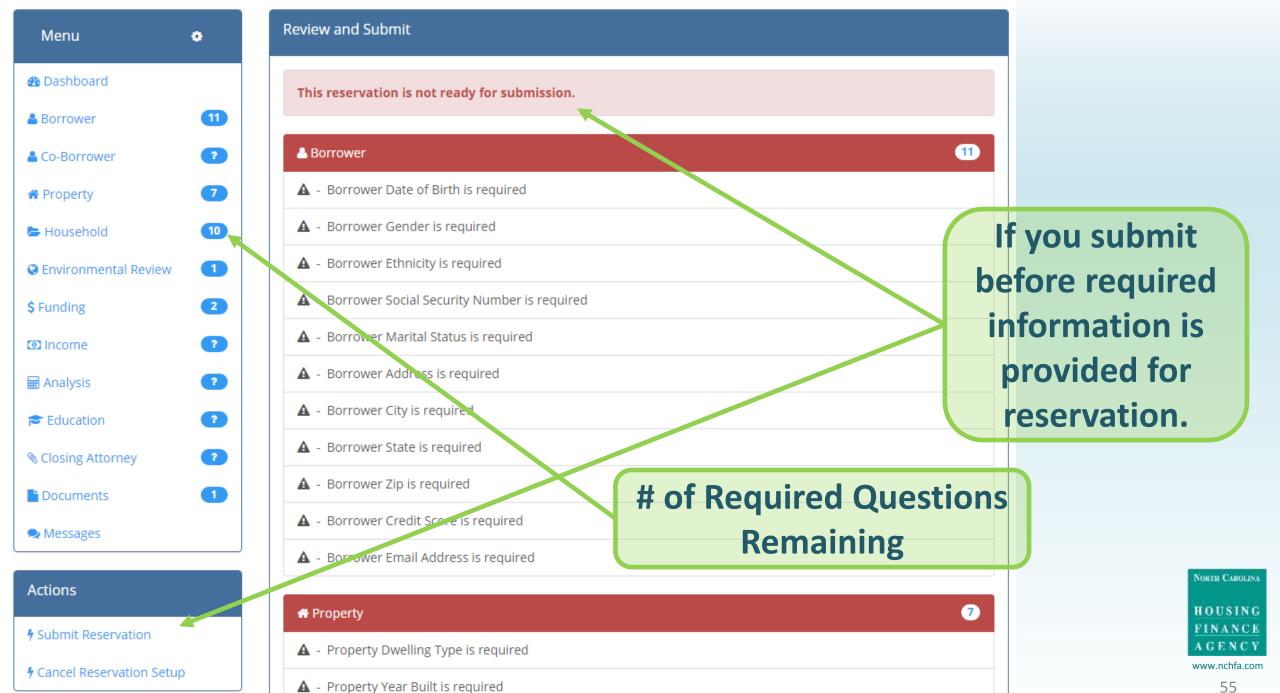


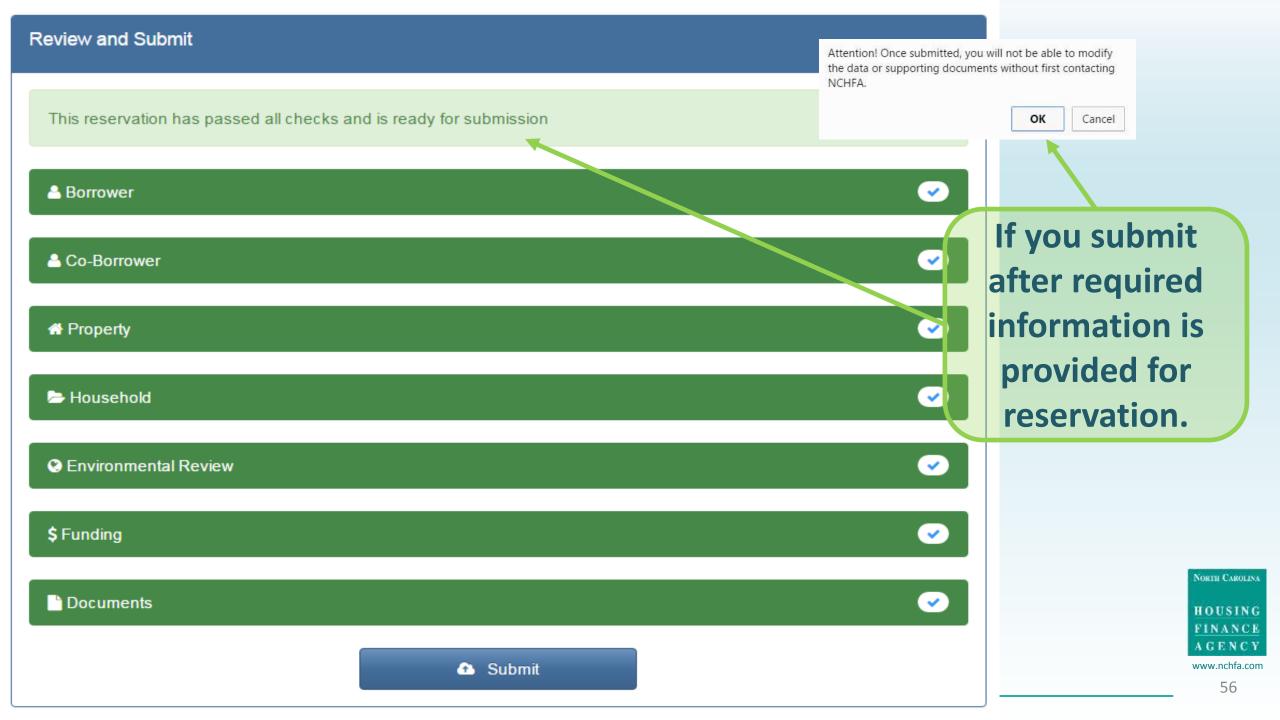


Required &
Optional
Documents for
Reservation

HOUSING FINANCE AGENCY www.nchfa.com

54





### Documents Please fill the following slots in order to provide the necessary documentation to process this reservation. You can fill a slot two ways: . Use the \_\_\_ button to browse for a file · Drag-and-drop files onto the dotted, colored area Flood Map Airport Clear Zone Map Coastal Barrier Map (Optional) Paystub (Required) Verification of Income for Logan James Howlett's Wages/Earned Income **Employment Verification or Status Letter** Verification of Income for Logan James Howlett's Wages/Earned Income W-2 Verification of Income for Logan James Howlett's Wages/Earned Income Public Assistance Verification Verification of Income for Logan James Howlett's Food and Nutrition Assistance

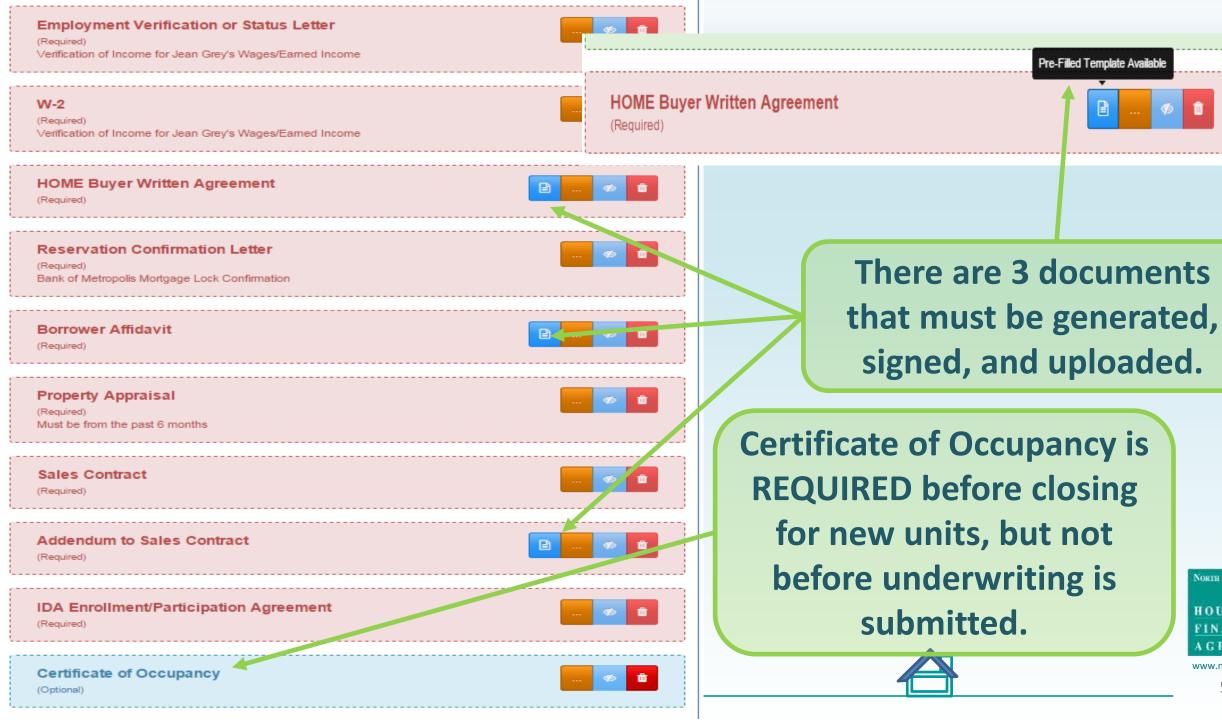
SSI or SSDI Award Letter

Verification of Income for Jean Grey's SSI or SSID

After reservation is submitted, underwriting document slots are added based on household income information





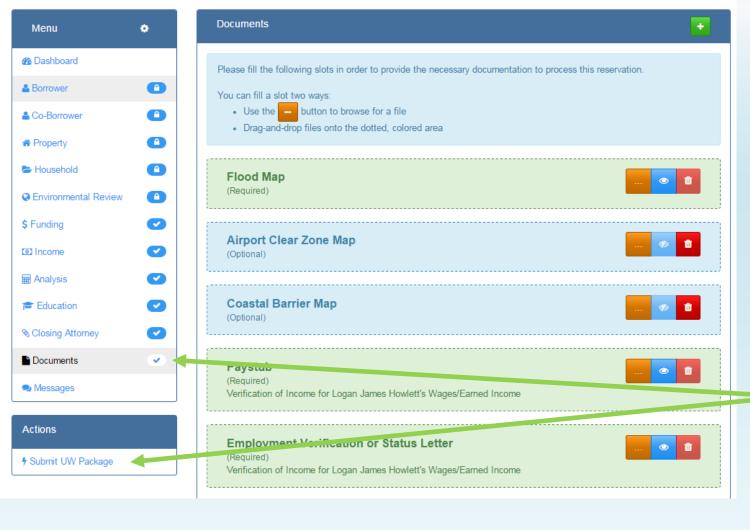


www.nchfa.com

NORTH CAROLINA

HOUSING

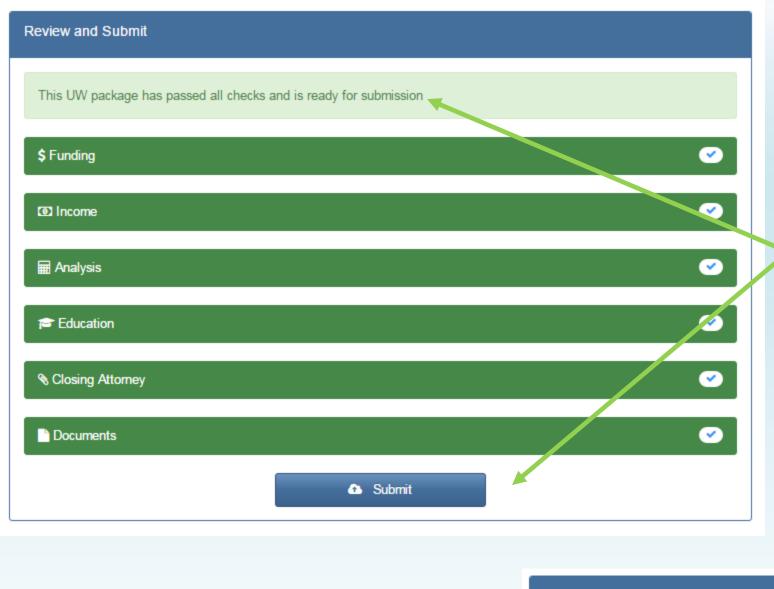
FINANCE



When all required documents have been uploaded, you will see a check mark and have the ability to Submit UW package





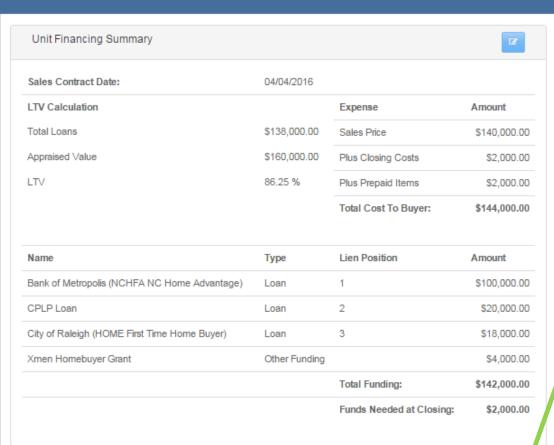


The Underwriting Package is ready for submission.

Underwriting Package Submitted

Your underwriting package has been submitted for review.

#### Review and Submit



Make certain that all unit financing details listed above are accurate. If changes need to be made, click Update Underwriting and make any corrections. These amounts will be verified against the closing documents, and errors may cause unnecessary delays.

If accurate, enter in the Confirmed Closing Date. Days that are greyed out in the calendar are unavailable to request as a closing date.

By clicking Submit, you are acknowledging that the unit financing has been reviewed and is accurate.

☑ Update Underwriting

Confirmed Closing Date \*



# After underwriting approval, submit closing date will be available.

VERIFY all unit financing details are still correct. If not, click "Update Underwriting" and resubmit PRIOR to scheduling closing.

Unavailable dates will appear gray on the calendar.



Actions
# Submit Closing Date



Submit



# Closings

- 1. Scheduling Closing
- 2. Pre-Closing Instructions
- 3. Required Documents Prior to Closing
- 4. Note and Deed of Trust Requirements
- 5. Loan Closing Disclosure (CD)
- 6. Deed Restrictions and Authorization to Close
- 7. SystemVision™ Only
- 8. Post Closing
- 9. Common Issues
- 10. Questions





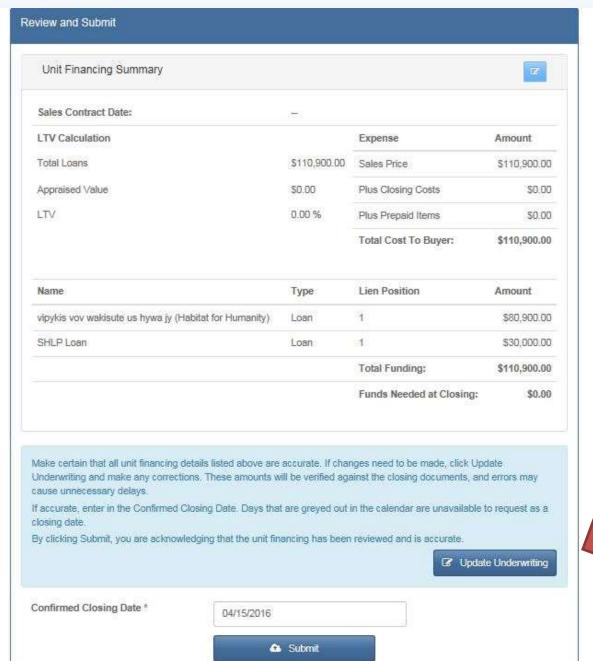
# **Scheduling Closing**

- Once the loan is approved a closing date can be scheduled in the portal with at least 6 business days notice.
- You should review the Unit Financing Summary before you select a closing date.
- If the Unit Financing Summary is incorrect you will need to update underwriting before you select a closing date.
- \*\*\*If you schedule the closing and the Unit Financing
   Summary is incorrect, it may delay your closing.\*\*\*





# Actions § Submit Closing Date



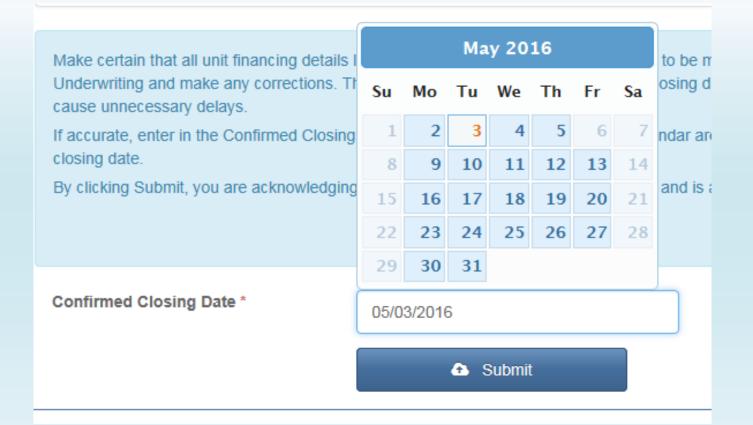




# **Scheduling Closing**

- The scheduling calendar will only show available dates for closing. If a date is shown in gray that means it is not available.
- The system is set up so you cannot accidently select a date that is not available.
- Once you have selected a date the screen will change to show that your closing has been scheduled. You will not receive any further confirmation of closing.





#### Closing Date Scheduled

Your closing date has been scheduled for 4/29/2016.



# **Pre-Closing Instructions**

- Once closing is scheduled Pre-Closing Instructions are sent to closing attorney and partner.
- Pre-Closing Instructions will list all documents that need to be submitted prior to closing (1st page).
- <u>All</u> required documents should be submitted for review to NCHFA's assigned paralegal <u>at least 3 business</u> days prior to closing.
- \*\*\*Closing will be re-scheduled if this deadline is not met.\*\*\*





North Carolina Housing Finance Agency 3508 Bush Street Raleigh, NC 27609 (919) 877-5700

#### SELF-HELP LOAN POOL (SHLP) PRE-CLOSING INSTRUCTIONS

To:

Mort Gage, Esq. Gage & Smith, P.A. 123 Real Estate Lane. Raleigh, NC 27609 CC: XYZ Habitat for Humanity

Borrower: Micky Mouse Co-Borrower: Minnie Mouse

Property Address: 456 Clubhouse Way, Raleigh, NC 27609

Loan Details: Loan Type: Purchase

Sales Price: \$98,000.00

Combined Loan Amount: \$98,000.00

Participant Lender Funds:

\$68,000.00 from XYZ Habitat for Humanity and

\$30,000.00 from NCHFA

Interest Rate: 0%

Loan Terms: 30 years

NCHFA Monthly Prin. Payment: \$83.33 (Estimated) First Payment Date, Maturity Date and Trustee: To be determined by Habitat for Humanity Beneficiary/Payee: XYZ Habitat for Humanity of

and North Carolina Housing Finance Agency

Date: April 22, 2016

Closing Date: April 26, 2016

Our office has been advised that your firm has been chosen to close a property sale involving a "Combined" first mortgage loan from the Habitat for Humanity of Matthews and the North Carolina Housing Finance Agency. This document will contain the information necessary to assist you in preparing for this closing, and the requirements that must be met prior to receiving the Declaration of Restrictive Covenants and authorization to close. ALL QUESTIONS CONCERNING THESE INSTRUCTIONS AND CLOSING PROCEDURES SHOULD BE DIRECTED TO LIZ HAIR AT (919) 877-5712 OR ECHAIR@NCHFA.COM.

- PRE-CLOSING: The following documents must be submitted our office at least 3 business days prior to closing:
  - Copy of combination Promissory Note (showing HFH and NCHFA 1st lienholder)
  - Copy of combination Deed of Trust
  - Loan Closing Disclosure or HUD-1 for Combined Mortgage
  - Pre-Closing Instructions executed by closing attorney 4.
  - Signed copy of Certificate of Occupancy
- POWER OF ATTORNEY: Prior written approval must be obtained from the North Carolina Housing Finance Agency if the Borrower wishes to close using a Power of Attorney. The Power of Attorney must be submitted for approval at least 72 hours prior to closing
- RESTRICTIVE COVENANTS: Upon receipt and approval of the pre-closing due diligence items listed above, Declaration of Restrictive Covenants will be sent via e-mail, accompanied by a closing authorization number. The Declaration of Restrictive Covenants are to be signed by Borrower(s) and any spouse(s), to be fully completed by your office and filed with the Mecklenburg County Register of Deeds. Please note, the first page must have the recording information for the Combined Mortgage Deed of Trust added before recording.





- PROCEEDS FOR CLOSING: Habitat for Humanity will provide all funds necessary for the loan closing
  including the portion of funding being provided by NC Housing Finance Agency under this Combination
  Loan. Loan documents must include all language and changes referenced in the Instructions for the Loan
  Participation and Servicing Agreement executed between Habitat for Humanity of Matthews and North
  Carolina Housing Finance Agency.
- CORRECTIONS AND/OR CHANGES: If there are any changes to this transaction, including but not limited
  to loan amount, fees or closing date, you must notify our office immediately. Failure to notify the Agency of any
  changes could delay closing.
- CONFIRMATION OF CLOSING: Upon closing the loan, please fax or e-mail the recording receipt to Liz
  Hair at 919-877-5701 or call (919) 877-5712 to confirm that the closing took place as scheduled. In the event
  that closing does not take place as scheduled please notified the Agency immediately to re-schedule closing.
- RETURN OF DOCUMENTS: The following documents must be returned to NCHFA within <u>five (5) business</u> <u>days</u> of closing:
  - Copy of Executed Promissory Note
  - 2. Copy of Executed Deed of Trust and recording receipt
  - 3. Copy of Executed Declaration of Restrictive Covenants and recording receipt
  - Evidence of Hazard Insurance with acknowledgement of Lender's Loan interest(s). Minimum amount of policy: sufficient to cover total replace costs of dwelling
  - Title Binder to show Combination Lender's insured interest(s)
  - 6. Copy of Executed Settlement Statement for Closing

Within three (3) weeks after loan closing, we will expect to receive:

- 1. Copy of recorded Deed of Trust
- Original recorded Declaration of Restrictive Covenants
- Final Title Policy showing Combination Lender's insured interest(s)

#### All loan documents should be sent to:

North Carolina Housing Finance Agency or North Carolina Housing Finance Agency

Attn.: Mark Lindquist Attn.: Mark Lindquist

P.O. Box 28066 3508 Bush Street

Raleigh, North Carolina 27611-8066 Raleigh, North Carolina 27609-7509

You are not authorized to close this loan without receiving the Declaration of Restrictive Covenants and authorization to close from the Agency. You shall be deemed to have accepted and to be bound by these Pre-Closing Instructions if you fail to notify us to the contrary within 48 hours of receipt hereof, or if you disburse funds to or on behalf of the Borrower(s).

I hereby acknowledge receipt of these Pre-Closing Instructions and agree to be bound by the terms contained herein.

Closing Attorney

Date



70

# **Required Documents Prior to Closing**

At a minimum we require the following on every loan:

- Copy of combination Promissory Note (showing HFH and NCHFA as 1<sup>st</sup> lienholder)
- Copy of combination Deed of Trust (showing HFH and NCHFA as 1<sup>st</sup> lienholder)
- <u>Final</u> Loan Closing Disclosure for combined mortgage
- Pre-Closing Instructions executed by closing attorney



# **Note and Deed of Trust Requirements**

 Participation Agreement Instructions are located on the last page of the Attorney Closing Instructions.

 These instructions include specific language that NCHFA requires in the Note and Deed of Trust.

 These requirements should only be added to the participation loan Promissory Note and Deed of Trust.



#### SHLP2016 Participation Agreement Instructions

 The Loan Documents, including, but not limited to the Note and Deed of Trust should define the "Lender" as follows:

XYZ Habitat for Humanity for itself, and XYZ Habitat for Humanity as Agent for North Carolina Housing Finance Agency pursuant to that certain Participation and Servicing Agreement dated September 1, 2014, by and between XYZ Habitat for Humanity and North Carolina Housing Finance Agency

Please be careful to make the defined terms consistent, especially the terms "Lender", "Grantor" and "Deed of Trust". For example the Lender in the deed of trust might be called "Beneficiary" instead of "Lender"; the "Grantor" might be defined as "Borrower". Make sure the terms used in the provisions inserted are consistent with the defined terms in the document.

The Deed of Trust should contain the following notice provision:

Notices to Lender. Any notice, demand or communication required or permitted to be given to Lender by any provision of this Deed of Trust shall be given by hand delivery with receipt, Federal Express with receipt requested or certified mail, postage and charges prepaid, directed to the following addresses or to such other or additional addresses as the receiving party might designate by written notice to the Grantor:

> XYZ Humanity of Matthews PO Box 123 Raleigh, NC 27609 Attention: Executive Director

and to North Carolina Housing Finance Agency

Mailing Address: P.O. Box 28066

Raleigh, North Carolina 27611 Attention: Servicing Manager

Street Address: 3508 Bush Street Raleigh, North Carolina 27609 Attention: Servicing Manager

Please be careful to make the defined terms consistent, especially the terms "Lender", "Grantor" and "Deed of Trust". For example the Lender in the deed of trust might be called "Beneficiary" instead of "Lender"; the "Grantor" might be defined as "Borrower". Make sure the terms used in the provisions inserted are consistent with the defined terms in the document.

The following paragraph should be added to the Note in bold.

A portion of the loan proceeds in the amount of \$30,000.00 evidenced by this promissory note are from funds provided by the North Carolina Housing Finance Agency pursuant to the Self-Help Loan Pool Program.



### **Note and Deed of Trust Requirements**

New change with the 2016 Participation and Servicer
 Agreements. Going forward "Lender" or "Beneficiary" should be defined as:

XYZ Habitat for Humanity for itself, and XYZ Habitat for Humanity as Agent for North Carolina Housing Finance Agency pursuant to that certain Participation and Servicing Agreement dated September 1, 2014, by and between XYZ Habitat for Humanity and North Carolina Housing Finance Agency



- Any applications submitted after 10/3/2015 must be using a Loan Estimate (LE) and Loan Closing Disclosure (CD).
- The borrower should be in receipt of the Loan Closing Disclosure at least three business day prior to closing.
- If you are collecting a servicing fee it must be disclosed on the Loan Estimate and the Loan Closing Disclosure.
- Figures on the CD must match figures on the Compliance Analysis Worksheet or Unit Financing Summary.



- If you have any subordinate mortgage, including Habitat loans, those loan must be a on separate CD or HUD.
- Any fee related to a loan, including recording or title insurance fees, should be listed only on the CD or HUD for that loan.
   Recording fees for a subordinate mortgage should be on the CD or HUD for that loan, and not on the CD for the first loan.
- Consult your attorney as to which document is appropriate for your subordinate loan. (i.e. HUD-1/HUD-1A or Loan Closing Disclosure)



### **Closing Disclosure**

This form is a statement of final loan terms and closing costs. Compare this document with your Loan Estimate.

Closing Information

Date Issued April 23, 2016
Closing Date April 27, 2016

Disbursement Date April 26, 2016

Settlement Agent Mort Gage, Esq, Gage & Smith, P.A.

File # 1234567

Property 456 Clubhouse Way Raleigh, NC 27609

**Sale Price** \$ 98,000.00

Transaction Information

**Borrower** Micky Mouse

Minnie Mouse

456 Clubhouse Way

Raleigh, NC 27609

Seller XYZ Habitat for Humanity

Lender XYZ Habitat for Humanity

Loan Information

**Loan Term** 30 years **Purpose** Purchase

Product

Loan Type X Conventional THA

Loan ID # 1105

MIC #





NORTH CAROLINA

Loan Terms		Can this amount increase after closing?
Loan Amount	\$ 98,000.00	NO
Interest Rate	0%	NO
Monthly Principal & Interest	¢ 272 00	NO
See Projected Payments below for your Estimated Total Monthly Payment	\$ 272.00	
		Does the loan have these features?
Prepayment Penalty		NO
Balloon Payment		NO



NORTH CAROLINA

Projected Payments			
Payment Calculation	Years 1- 3	30	
Principal & Interest	\$ 272.	.00	
Mortgage Insurance	+ 0.0	00	
Estimated Escrow Amount can increase over time	+ \$ 130.0	of the second of	
Estimated Total Monthly Payment	\$ 402.		ilowii fiere.
Estimated Taxes, Insurance & Assessments Amount can increase over time	\$ 130.00 a month	X Property Taxes  Homeowner's Insurance	In escrow? YES YES YES
See page 4 for details		See Escrow Account on page 4 for details. You must pay f costs separately.	or other property



E CAROLINA

USING

#### Closing Cost Details

STATE OF THE PARTY			wer-Paid	Seller	The state of the s	Paid by Others
oan Costs		At Closing	Before Closing	At Closing	Before Closing	- Collection
. Origination Charges						
% of Loan Amount (Points	0					
2						
3						
4					-	
5						
6					-	
7.						
8	40000 ACC	72722	-			
. Services Borrower Did Not Si		\$ 625	5.00			
1 Appraisal Fee	to Donald Duck	\$ 300.00				
2						
3	T SERVICE CONTRACTOR					
Title Insurance Policy	to Title insurance Company	\$ 325.00				
7						
8						
9						
0		Q.				
. Services Borrower Did Shop	For					
	rui	117	1			
2			-		-	
3						
4						
4 5						
6					-	
7					-	
8						
	or Poid)	\$ 625.	1			
TOTAL LOAN COSTS (Porrow						
O. TOTAL LOAN COSTS (Borrow oan Costs Subtotals (A + B + C)	et-valu)	\$ 625.00			1	
	I Fees					
oan Costs Subtotals (A + B + C)  Other Costs  Taxes and Other Government		\$ 625.00 \$ 160.00 26.00				
oan Costs Subtotals (A + B + C)  Other Costs  Taxes and Other Government  Record Deed  Record Deeds of Trust	t Fees to Mecklenburg County Register of Deeds to Mecklenburg County Register of Deeds	\$ 625.00 \$ 160.00 26.00 56.00				
oan Costs Subtotals (A + B + C)  Other Costs Taxes and Other Government Record Deed 2 Record Deeds of Trust Record Restrictions (2)	t Fees to Mecklenburg County Register of Deeds to Mecklenburg County Register of Deeds to Mecklenburg County Register of Deeds	\$ 625.00 \$ 160.00 26.00 56.00 52.00				
oan Costs Subtotals (A + B + C)  Other Costs  Taxes and Other Government  Record Dead  Record Residetors (2)  Record Residetors (2)	t Fees to Mecklenburg County Register of Deeds	\$ 625.00 \$ 160.00 26.00 56.00				
oan Costs Subtotals (A + B + C)  Other Costs  Taxes and Other Government  Record Deed  Record Resistations (2)  Record Resistations (2)	to Mecklenburg County Register of Deeds to Mecklenburg County Register of Deeds	\$ 625.00 \$ 160.00 26.00 56.00 52.00				
oan Costs Subtotals (A + B + C)  Other Costs  Taxes and Other Government  Record Deed  Record Residetors (2)  Record Residetors (2)	t Fees to Mecklenburg County Register of Deeds	\$ 625.00 \$ 160.00 26.00 56.00 52.00		206.00		
oan Costs Subtotals (A + B + C)  Other Costs  Taxes and Other Government  Record Deed  Record Resistations (2)  Record Resistations (2)	to Mecklenburg County Register of Deeds to Mecklenburg County Register of Deeds	\$ 625.00 \$ 160.00 26.00 56.00 52.00		206.00		
oan Costs Subtotals (A + B + C)  Other Costs  Taxes and Other Government  Record Deed 2  Record Deeds of Trust  Record Residency (2)  Record Residency Stamps  Documentary Stamps	to Mecklenburg County Register of Deeds to Mecklenburg County Register of Deeds	\$ 160.00 26.00 56.00 52.00 26.00		206.00		
oan Costs Subtotals (A + B + C)  Other Costs  Taxes and Other Government  Record Deed 2  Record Deeds of Trust  Record Restrictions (2)  Record Restrictions (2)  Record Restrictions  Documentary Stamps  F. Prepaids	t Fees to Mecklenburg County Register of Deeds	\$ 160.00 26.00 56.00 52.00 26.00		206.00		
oan Costs Subtotals (A + B + C)  Other Costs  Taxes and Other Government  Record Deed 2  Record Deeds of Trust  Record Restrictions (2)  Record Request for Notice  Documentary Stamps  F. Prepaids  Other Costs  Frepaids  Homeowner's Insurance Pier	t Fees to Mecklenburg County Register of Deeds	\$ 160.00 26.00 56.00 52.00 26.00		206.00		
can Costs Subtotals (A + B + C)  Other Costs  Taxes and Other Government  Record Dead  Record Resident (2)	t Fees  to Mecklenburg County Register of Deeds mium (2 mo.)  ### (2 mo.)	\$ 160.00 26.00 56.00 52.00 26.00		206.00		
can Costs Subtotals (A + B + C)  Other Costs  Taxes and Other Government  Record Dead  Record Resident (2)	t Fees to Mecklenburg County Register of Deeds	\$ 160.00 26.00 56.00 52.00 26.00		206.00		
oan Costs Subtotals (A + B + C)  Other Costs  Taxes and Other Government  Record Deed  Record Deed of Trust  Record Resistitions (2)  Record Request for Notice  Documentary Stamps  F. Prepaids  Of Homeowner's Insurance Premium  Prepaid Insurance Premium	t Fees  to Mecklenburg County Register of Deeds mium (2 mo.)  ### (2 mo.)	\$ 625.00 \$ 160.00 26.00 \$5.00 \$2.00 26.00 \$3.75.00	00	206.00		
oan Costs Subtotals (A + B + C)  Other Costs  Taxes and Other Government  Record Deed 2  Record Deed 3  Record Restrictions (2)  Record Request for Notice  Documentary Stamps  F. Prepaids  Of Homeowner's Insurance Premium  Of Prepaid Interest (per Comproser)  Prepaid Interest (per Comproser)  Prepaid Interest (per Comproser)	t Fees  to Mecklenburg County Register of Deeds of Mecklenburg County Register of Deeds to Mecklenburg County Register of Deeds of Mecklenburg County Register of Deeds pairwing (2 mo.)  @ n( mo.) day from to ) @ @ @ ###############################	\$ 625.00 \$ 160.00 26.00 56.00 52.00 26.00 \$ 375.0		206.00		
oan Costs Subtotals (A + B + C)  Other Costs  Taxes and Other Government  Record Deads  Record Restrictions (2)  Record Restrictions (2)  Record Repuisit for Notice  Forepaids  Homeowner's Insurance Premiur  Prepaid Interest ( per company of Property Taxes (2 mo.)  Termite (2 mo.)	t Fees  to Mecklenburg County Register of Deeds to Mecklenburg County Register of Deed	\$ 625.00 \$ 160.00 26.00 \$5.00 \$2.00 26.00 \$3.75.00	00	206.00		
Dither Costs Taxes and Other Government Record Deed Record Deed 2 Record Reshittors (2) Record Reshittors (3)	to Mecklenhurg County Register of Deeds	\$ 625.00 \$ 160.00 26.00 \$5.00 \$2.00 26.00 \$ 375.00 \$ 375.00	00	206.00		
oan Costs Subtotals (A + B + C)  Other Costs  Taxes and Other Government  Record Deed  Record Deeds of Trust  Record Resistations (2)  Record Resistations (2)  Record Request for Notice  F. Prepaids  Other Costs  F. Prepaid Insurance Premiur  Prepaid Interest (per cost Property Taxes (2 mo.)  Termitle (2 mo.)  G. Initial Escrow Payment at Cl  Homeowner's Insurance  3.02 Mortgage Insurance  3.02 Mortgage Insurance  3.02 Mortgage Insurance  3.03 Property Taxes  3.11	t Fees  to Mecklenburg County Register of Deeds to Mecklenburg County Register of Deed	\$ 625.00 \$ 160.00 26.00 \$6.00 \$2.00 26.00 \$ 375.00 \$ 375.00	00	206.00		
oan Costs Subtotals (A + B + C)  Other Costs  Taxes and Other Government  Record Deed  Record Deed of Trust  Record Resultations (2)  Record Resul	to Mecklenhurg County Register of Deeds	\$ 625.00 \$ 160.00 26.00 \$5.00 \$2.00 26.00 \$ 375.00 \$ 375.00	00	206.00		
oan Costs Subtotals (A + B + C)  Other Costs  Taxes and Other Government  Record Dead  Record Dead 2  Record Deads of Trust  Record Restrictions (2)  F. Prepaids  Of Homeowner's Insurance Premiur  Prepaid Interest (per code Property Taxes (2 mo.)  G. Initial Escrow Payment at Cl  Homeowner's Insurance  3 Mortgage Insurance  3 Property Taxes \$ 11  Of Termite \$ 7.	t Fees  to Mecklenburg County Register of Deeds to Mecklenburg County Register of Deed	\$ 625.00 \$ 160.00 26.00 \$6.00 \$2.00 26.00 \$ 375.00 \$ 375.00	00	206.00		
coan Costs Subtotals (A + B + C)  Other Costs  Taxes and Other Government  Record Dead  Record Resilictions (2)  Record R	t Fees  to Mecklenburg County Register of Deeds to Mecklenburg County Register of Deed	\$ 625.00 \$ 160.00 26.00 \$6.00 \$2.00 26.00 \$ 375.00 \$ 375.00	00	206.00		
coan Costs Subtotals (A + B + C)  Other Costs  Taxes and Other Government  Record Deed  Record Deed of Trust  Record Resinctions (2)  Record Resinctio	t Fees  to Mecklenburg County Register of Deeds to Mecklenburg County Register of Deed	\$ 625.00 \$ 160.00 26.00 \$6.00 \$2.00 26.00 \$ 375.00 \$ 375.00	00	206.00		
oan Costs Subtotals (A + B + C)  Other Costs  Taxes and Other Government  Record Dead 2 Record Deads of Trust  Record Restrictions (2)  Record Res	t Fees  to Mecklenburg County Register of Deeds to Mecklenburg County Register of Deed	\$ 625.00 \$ 160.00 26.00 \$6.00 \$2.00 26.00 \$ 375.00 \$ 375.00	00	206.00		
oan Costs Subtotals (A + B + C)  Other Costs  Taxes and Other Government  Record Dead  Record Deads of Trust  Record Restrictions (2)  Record Restrictions (2)  Record Reputed In Hotice  Documentary Stamps  F. Prepaids  Other Costs  F. Prepaids  Other Costs  F. Prepaids  Other Costs  F. Prepaids  Insurance Premiur  Prepaid Interest (per composed in the per composed	to Mecklenburg County Register of Deeds to Mec	\$ 625.00 \$ 160.00 26.00 \$6.00 \$2.00 26.00 \$ 375.00 \$ 375.00	00	206.00	2200.00	
coan Costs Subtotals (A + B + C)  Other Costs  Taxes and Other Government  Record Deed  Record Deed of Trust  Record Resinctions (2)  Record Request for Notice  Commentary Stamps  F. Prepaids  Of Homeowner's Insurance Premium  Prepaid Interest ( per company Taxes (2 mo.)  Initial Escrow Payment at Cl  Homeowner's Insurance 33:  Mortgage Insurance 34:  Mortgage Insurance 35:  Mortgage Insurance 36:  Mortgage Ins	t Fees  to Mecklenburg County Register of Deeds to Mecklenburg County Register of Deed	\$ 625.00 \$ 160.00 26.00 \$6.00 \$2.00 26.00 \$ 375.00 \$ 375.00	00	206.00	\$300.00	
oan Costs Subtotals (A + B + C)  Other Costs  Taxes and Other Government  Record Dead 2 Record Deads of Trust  Record Restrictions (2)  Record Res	to Mecklenburg County Register of Deeds to Mec	\$ 625.00 \$ 160.00 26.00 \$6.00 \$2.00 26.00 \$ 375.00 \$ 375.00	00	206.00	\$300.00	
coan Costs Subtotals (A + B + C)  Other Costs  Taxes and Other Government  Record Dend  Record Dend  Record Restrictions (2)  Record Restrictions	to Mecklenburg County Register of Deeds  mium (2 mo.)  day from to )  @  losing 2.00 per month for 2 mo.	\$ 160.00 26.00 26.00 56.00 52.00 26.00 53.00 26.00 53.00 26.00 53.00 54.00	00	206.00	\$300.00	
oan Costs Subtotals (A + B + C)  Other Costs  Taxes and Other Government  Record Dead 2 Record Deads of Trust  Record Restrictions (2)  Record Res	to Mecklenburg County Register of Deeds to Mec	\$ 625.00 \$ 160.00 26.00 \$6.00 \$2.00 26.00 \$ 375.00 \$ 375.00	00	206.00	\$300.00	

\$ 1,468.00

\$ 1,468.00





80

Lender Credits

J. TOTAL CLOSING COSTS (Borrower-Paid)

206.00 \$300.00

Loan Estimate section must be completed on CD



Calculating Cash to Close	Use this tab	Use this table to see what has changed from your Loan Estimate.			
	Loan Estimate	Final	Did this change?		
Total Closing Costs (J)	\$ 1,745.00	\$ 1,468.00	YES		
Closing Costs Paid Before Closing	\$ 0	\$ 0	NO		
Closing Costs Financed (Paid from your Loan Amount)	\$ 0	\$ 0	NO		
Down Payment/Funds from Borrower	\$ 0	\$ 0	NO		
Deposit	\$ 200.00	\$ 200.00	NO		
Funds for Borrower	\$ 0	\$ 0	NO		
Seller Credits	\$ 200.00	\$ 200.00	NO		
Adjustments and Other Credits	\$ 0	\$ 355.35	YES		
Cash to Close	\$ 1,345.00	\$ 712.65	YES		

#### Escrow Account

For now, your loan

will have an escrow account (also called an Impound or trust account) to pay the property costs listed below. Without an escrow account, you would pay them directly, possibly in one or two large payments a year. Your lender may be liable for penalties and interest for failing to make a payment.

Escrow		
Escrowed Property Costs over Year 1	\$ 1,560.00	Estimated total amount over year 1 for your escrowed property costs: Property Taxes Homeowner's Insurance Termite Inspection
Non-Escrowed Property Costs over Year 1		Estimated total amount over year 1 for your non-escrowed property costs:  You may have other property costs.
Initial Escrow Payment	\$ 308.00	A cushion for the escrow account you pay at closing. See Section G on page 2.
Monthly Escrow Payment	\$ 130.00	The amount included in your total monthly payment.



Loan Calculations	4.00
Total of Payments. Total you will have paid after you make all payments of principal, interest, mortgage insurance, and loan costs, as scheduled.	\$ 98,000.00
Finance Charge. The dollar amount the loan will cost you.	\$ 0.00
Amount Financed. The loan amount available after paying your upfront finance charge.	\$ 98,000.00
Annual Percentage Rate (APR). Your costs over the loan term expressed as a rate. This is not your interest rate.	0%
Total Interest Percentage (TIP). The total amount of interest that you will pay over the loan term as a percentage of your loan amount.	0 %



Contact	Inf	format	tion
Contact	ш.	Ollila	

	Lender	Mortgage Broker	Real Estate Broker	Real Estate Broker	Settlement Agent
Name	XYZ Habitat for				Gage & Smith, P.A
	Humanity				Gage & Gillitti, F.A
Address	89 Habitat Lane				123 Real Estate Lan
	Raleigh, NC 27609				Raleigh, NC 27609
NMLS ID					
NC License ID					
Contact	Jane Doe				Mort Gage, Esq.
Contact NMLS ID					
Contact NC License ID					
Email					
Phone	919-010-0010				919-010-0011

### **Confirm Receipt**

By signing, you are only confirming that you have received this form. You do not have to accept this loan because you have signed or received this form.

April 26, 2016

April 26, 2016

Date



NORTH CAROLINA

• "Cash to Close" shows up in three spots. All three must match.

Costs at Closing	
Closing Costs	\$ \$ 1,524.00 Includes \$ 625.00 in Loan Costs + \$899.00 in Other Costs.  See page 2 for details.
Cash to Close	\$ \$ 768.65 Includes Closing Costs. See Calculating Cash to Close on page 3 for details.

Calculating Cash to Close	Use this table to see what has changed from your Loan Estimate.			
	Loan Estimate	Final	Did this change?	
Total Closing Costs (J)	\$ 1,745.00	\$ 1,524.00	YES	
Closing Costs Paid Before Closing	\$ 0	\$ 0	NO	
Closing Costs Financed (Paid from your Loan Amount)	<b>\$</b> 0	\$ 0	NO	
Down Payment/Funds from Borrower	\$ 0	\$ 0	NO	
Deposit	\$ 200.00	\$ 200.00	NO	
Funds for Borrower	\$ 0	\$ 0	NO	
Seller Credits	\$ 200.00	\$ 200.00	NO	
Adjustments and Other Credits	\$ 0	\$ 355.35	YES	
Cash to Close	\$ 1,345.00	\$ 768.65	YES	

#### **Summaries of Transactions**

Use this table to see a summary of your transaction.

BORROWER'S TRANSACTION	this table to see a
	\$ 99,524.00
K. Due from Borrower at Closing	\$ 98,000.00
01 Sale Price of Property	
02 Sale Price of Any Personal Property Included in S 03 Closing Costs Paid at Closing (J)	
04	\$ 1,524.00
Adjustments	
05	
06	
07	
Adjustments for Items Paid by Seller in Advance	9
08 Gty/Town Taxes	
09 County Taxes	
10 Assessments	
11	
12	
13	
14	
15	
L. Paid Already by or on Behalf of Borrower at C	losing \$ 98,755.35
01 Deposit	\$ 200.00
02 1st Mortgage Habitat Purchase Money Loan	\$ 98,000.00
03 Existing Loan(s) Assumed or Taken Subject to	
04	
05 Seller Credit	\$ 200.00
Other Credits	
06 2nd Mortgage Habitat Purchase Money Loan	
07 HouseCharlotte Funds	
Adjustments	
08	
09	
10	
11	
11	
Adjustments for Items Unpaid by Seller	
Adjustments for Items Unpaid by Seller 12 City/Town Taxes	
Adjustments for Items Unpaid by Seller           12 City/Town Taxes         13 County Taxes         1/1/16 to April 27, 2016	\$ 355.35
Adjustments for Items Unpaid by Seller           12	\$ 355.35
Adjustments for Items Unpaid by Seller   12   City/Town Taxes   13   County Taxes   1/1/16 to   April 27, 2016   14   Assessments   15	\$ 355.35
Adjustments for Items Unpaid by Seller   12   City/Town Taxes   13   County Taxes   1/1/16 to   April 27, 2016   14   Assessments   15   16	\$ 355.35
Adjustments for Items Unpaid by Seller   12	\$ 355.35
Adjustments for Items Unpaid by Seller   12	\$ 355.35
Adjustments for Items Unpaid by Seller   12	\$ 99,524.00
Adjustments for Items Unpaid by Seller   12	\$ 99,524.00

м.	Due to Seller at Closing	\$ 98,000.00
	Sale Price of Property	\$ 98,000.00
	Sale Price of Any Personal Property Included in	Sale
03	, ,	
04		
05		
06		
07		
08		
Αď	justments for Items Paid by Seller in Advan	oe .
09	City/Town Taxes	
10	County Taxes	
	Assessments	
12		
13		
14		
15		
16		
N.	Due from Seller at Closing	\$ 98,961.35
01	Excess Deposit	\$ 200.00
02	Closing Costs Paid at Closing (J)	206.0
03	Existing Loan(s) Assumed or Taken Subject to	
04	Habitat First Mortgage	\$ 98,000.00
05	Habitat Second Mortgage	
06		
07		
80	Seller Credit	\$ 200.0
09		
10		
11		
12		
13		
	justments for Items Unpaid by Seller	
	City/Town Taxes	
	County Taxes 1/1/16 to April 27, 2016	\$ 355.35
	Assessments	
17		
18 19		
CA		
	LCULATION	
	ALCULATION tal Due to Seller at Closing (M)	\$ 98,000.00 \$ 98,961.35

Cash From To Seller



-\$ 961.35



### Loan Documents and Authorization to close

- Once all documents are received and approved, Deed Restrictions and authorization to close will be sent to closing attorney.
- If a Power of Attorney (POA) is being used at closing, the POA must be submitted to NCHFA for review and approval at least 3 days prior to closing.
- If any changes are made to the documents submitted for review, including closing date, the documents must be re-submitted to NCHFA for review and a new authorization to close.
- If closing does not close as scheduled the assigned paralegal must be notified immediately.





## SystemVision™

- Pre-Closing Instructions will list all documents that need to be submitted prior to closing (1<sup>st</sup> page).
- For SystemVision™ only, the documents NCHFA requires before closing are a copy of the title commitment and the HUD-1/HUD-1A.
- All required documents, should be submitted for review to NCHFA's assigned paralegal at least 3 business days prior to closing.
- Once the title commitment and HUD-1/HUD-1A are received and approved the assigned paralegal will send the Promissory Note, Deed of Trust, Declaration of Restrictive Covenants and W-9 to closing attorney.
- \*\*\*NCHFA provides the documents for SystemVision™ only loans. The \$1,000.00 loan should not be included with HFH's 1st mortgage. \*\*\*



## **Post Closing**

- Confirm loan has closed within 24 hours of closing with assigned paralegal.
- Return loan documents to Deborah Hamilton within 5 business days of closing.
- All loan documents, including recorded documents must be received and approved prior to receiving member fee.



## **Post Closing**

- RETURN OF DOCUMENTS: The following documents must be returned to NCHFA within <u>five (5) business</u> <u>days</u> of closing:
  - 1. Copy of Executed Promissory Note
  - 2. Copy of Executed Deed of Trust and recording receipt
  - 3. Copy of Executed Declaration of Restrictive Covenants and recording receipt
  - 4. Evidence of Hazard Insurance with acknowledgement of Lender's Loan interest(s). Minimum amount of policy: sufficient to cover total replace costs of dwelling
  - 5. Title Binder to show Combination Lender's insured interest(s)
  - 6. Copy of Executed Settlement Statement for Closing

### Within three (3) weeks after loan closing, we will expect to receive:

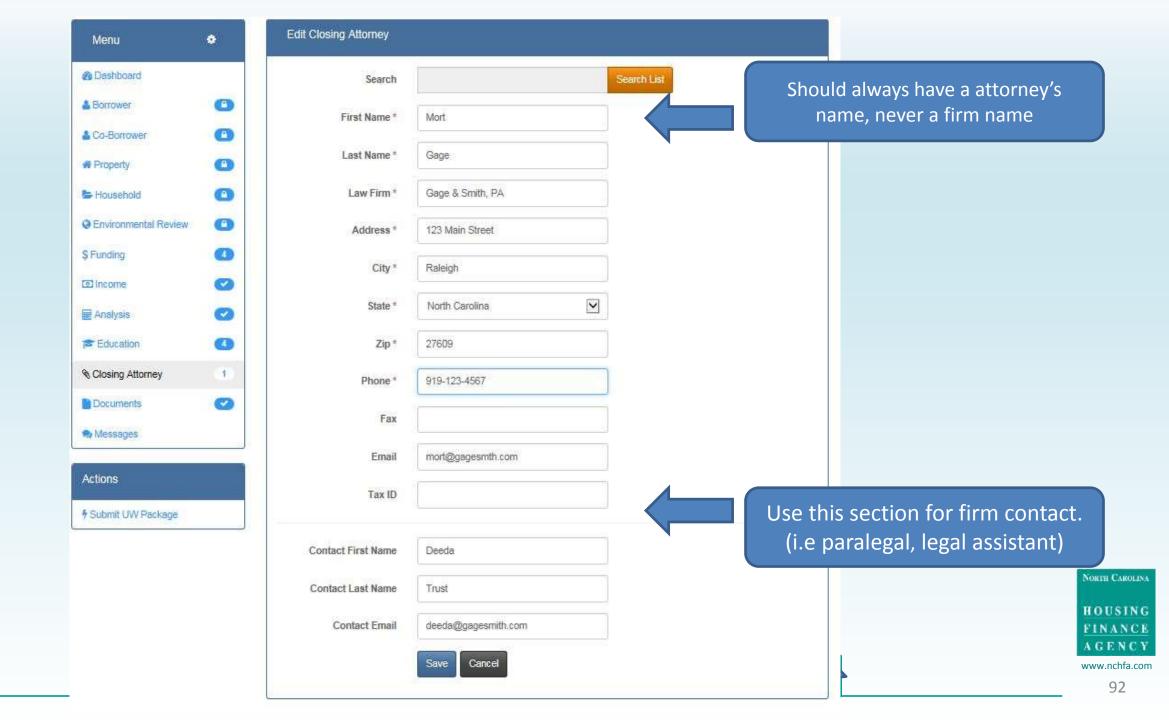
- Copy of recorded Deed of Trust
- 2. Original recorded Declaration of Restrictive Covenants
- 3. Final Title Policy showing Combination Lender's insured interest(s)



### **Common Issues**

- Closing date being postponed without notice to the assigned paralegal.
- Figures on loan documents don't match Compliance Analysis Worksheet or Unit Financing Summary.
- Maturity Date on combined Note and Deed of Trust don't match.
- Documents submitted less than 3 business days before closing.
- Incorrect closing attorney contact information.
- Spouses not at closing. <u>Unless a separation agreement or free trader</u>
   agreement has previously been approved by the Agency, any non borrowing
   spouse must sign our Deed Restrictions.





### **QUESTIONS?**





**Inspections:** New vs. Existing

**Property Standards** 

80% AMI

Sales price limits (95% of median sales)

**Environmental Reviews** 

**Lead-Based Paint** 

**Market Studies (appraisals)** 

**Underwriting BEFORE approval** 

**Affordability Period** 

**SHLP Program Management** 





# Self-Help Loan Pool (SHLP)

A participation loan as part of the amortizing 0% first mortgage in partnership with NC Habitat for Humanity affiliates

- Borrower contributes sweat equity
- Incomes Below 80% Area Median Income
- Must apply with participating nonprofit
- Must complete and 8-hour Home Ownership Readiness
   Course and possible counseling

NOTE: Participating Partners can be found at http://www.nchfa.com/Nonprofits/HPselfhelploan.aspx



## What is a Participation Loan?

### A Co-Loan (Joint first mortgage)

- Total Sales Price
  - Minus Equity Lien (HFH forgiving 2<sup>nd</sup> mortgage)
  - Minus Other Funding Sources (i.e. FHLB, local DPA)
  - Equals Total Participation Loan (1st mortgage)
- One Note & Deed Containing NCHFA Language
- Reviewed by NCHFA each closing
- Amortizes at 0% over same term offered by HFH
- Serviced by HFH (or their third party servicer)
- Governed by Participation & Servicing Agreement



Member identifies homebuyer & begins homebuyer preparation

Member raises funds for a home & starts work on home

Member submits SHLP reservation & underwriting docs

### **How SHLP Works**

Member ensures loan is serviced & sends pro-rata share to NCHFA Homebuyer(s) meet sweat equity requirement & homebuyer education

NCHFA provides loan funds & energy certification fees Closing attorney closes participation loan for borrower



**Inspections:** New vs. Existing

**Property Standards** 

80% AMI

Sales price limits (95% of median sales)

**Environmental Reviews** 

**Lead-Based Paint** 

**Market Studies (appraisals)** 

**Underwriting BEFORE approval** 

**Affordability Period** 

**HOME Funding, what does it mean?** 





# What funds the Self-Help Loan Pool?

- HOME funds through HUD
- Most frequent question: Can I get a waiver?
  - Our most frequent response: No.
- Federal Regulations
- 24 CFR 92
- https://www.hudexchange.info/home/





# What funds the Self-Help Loan Pool?

- Lead based paint
  - 3 authorities: HUD, EPA, and NC (RRP)
- Market Studies (changes based on what is funded)
  - For homebuyer assistance: appraisals satisfy
- Sales Price Limits
  - 95% of Median sales price
  - Differs by county and new vs. existing



# What funds the Self-Help Loan Pool?

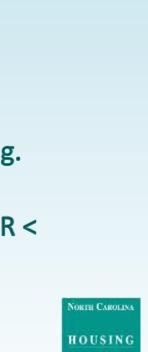
- Income Eligibility: 80% AMI
  - By Household, By County, Changes Annually
  - But not with the calendar year... later Feb May
- To verify, must underwrite and authorize before commitment
- Long-Term Affordability ("Affordability Period")
  - Recapture or resale (we use recapture)
- Minimum Property Standards & Inspections
- Environmental Review (changes based on what is funded)



### **Environmental Reviews**

### Flood Maps

- Must be in color and legible
- Must mark the location of the property
- Flood insurance MUST be maintained if the 100 year floodplain touches the property, and SHOULD be strongly recommend if the 500 year floodplain touches the property....
   Particularly if near to the 100 year floodplain.
- Zone X (yellow) = 0.2% chance or 500 year floodplain.
- Zone AE (blue or blue & white stripe) = 1% chance or 100 year floodplain.
- Coastal Barrier Act
  - Applies to Counties with Coastal Barriers. Check the map to verify before answering.
- Airport Runway Zones & Clear Zones
  - A distance map must be produced if the home is < 4 miles from a military airport OR <</li>
     2 miles from a civilian airport
  - If < 15,000 ft (2.84 miles) from a military airport OR < 2,500 ft (0.47 miles) from a civilian airport, then the AIRPORT must provide documentation that the home is outside of the Civil Airport's Runway Clear Zone, Approach Protection Zone or a Military Installation's Clear Zone.</li>



### Fair Housing Plans & Activities

- Fair Housing Planned Activities (part of annual member agreement)
- Affirmative marketing <u>must</u> consist of actions that provide information and otherwise attract eligible
  persons to available housing without regard to race, color, national origin, sex, religion, familial
  status (persons with children < 18 years of age, including pregnant women), or disability.</li>
- The marketing of Agency programs must include a broad audience over a period of time. Not just repeatedly one faith-based group, or one business, or one neighborhood...

### Affirmative Marketing Recommendations from HUD:

- Translate marketing materials to serve Limited English Proficiency (LEP) population,
- Work with the language minority-owned print media, radio and television stations,
- Place marketing material at movie theaters that provide for free public service announcements,
- Partner with faith-based and community organizations that serve newly arrived immigrants, and
- Conduct marketing activities at adult-education training centers or during "English as a Second Language" classes.



NORTH CAROLINA

HOUSING

Member Agreements (Renewal) **Participation & Servicing HOME Written Agreement** Member Agreement (coming in 2016) SystemVision Agreement for new homes SystemVision Agreement for existing homes **Borrower Agreements Buyer Written Agreement Sales Contracts Language Access Plans Conflict of Interest Policies** 

# **Agreements & Compliance**





### **Member Agreements**

- Participation & Servicing Agreement
  - Governs the relationship between the Agency and each affiliate regarding the servicing of the SHLP loans (servicing, defaults, payments)
  - Updates for 2016: New Language → HFH for itself & HFH as agent
  - Other updates possible based on possible third party origination or third party mortgage funding of HFH first mortgage.
- HOME written agreement (2 year max)
  - Discloses the HOME-related responsibilities for receiving HOME funds, including SystemVision, Green Building, and the fee for services for housing counseling, documentation, buyer preparation
- Annual Renewal Forms → New Annual Member Agreement
  - Contacts, capacity, service area, goals, fair housing activities, homebuyer education process, etc.



### **Member Agreements**

- SystemVision for New Homes 3 party agreement
  - Governs the fees, the Agency's incentive, and the responsibilities for Advanced Energy, the Agency, and the Member
- SystemVision for Existing Homes 3 party agreement
  - Same, but different program design and somewhat different responsibilities
- Resispeak <a href="https://www.resispeak.com/advancedenergy">https://www.resispeak.com/advancedenergy</a>
  - After the utility is in the borrower's name
  - Borrowers need an online login to setup Resispeak
    - Do not need online billing



### **Member Documents**

- Language Access Plan for Limited English Proficiency
  - Four Factor Analysis
  - Must be updated with Census
  - NCHFA will be collecting policies again in late 2016
- Conflict of Interest Policy
  - NCHFA will be collecting policies again in late 2016
- Signatory Authority Policy
- ACH (auto-draft & accounts)



### **Borrower Agreements**

- HOME Buyer Written Agreement (portal)
  - Discloses affordability provisions and period = principle occupancy or recapture
- Satisfaction affidavit (portal)
  - For existing homes, buyer states they are satisfied with the condition of the home
- Sales Contracts
  - not from the Agency, but the affiliate income qualification can be dated with the sales contract
- Addendum to Sales Contract (portal)



Why is it important

What is required

**Payments & Notification** 

Servicing

Mergers & Third Party Origination, Servicing, and Investing

What to do when you have a foreclosure





# What to do when you have a foreclosure: Why is it important?

- HOME = Federal Requirements for using funds:
  - Principle occupancy
    - For the assisted household
  - Affordability (time period)
    - In this case, reinforces the need for principle occupancy OR
    - The funds must be paid back
- NCHFA's use of funds:
  - Buyer assistance, not project assistance (not rental assistance)
- Participation and Servicing Agreement
  - It's in there.



# What to do when you have a foreclosure: **NCHFA** Requirements for 2015

- Repay the funds at transfer
- Contact the Agency
- Hal Wright = <u>HEWRIGHT@NCHFA.COM</u> → Foreclosure **Notification & Servicing**
- Mary Moss = MGMOSS@NCHFA.COM → Payments, autodraft, and Payoff Quotes



# What to Do When You Have a Foreclosure: Best Practices for NCHFA-funded Units

- Is Deed-in-Lieu an Option?
- Work with skilled attorney & monitor the attorney's progress.
- Identify and prepare the new buyer
- Coordinate with the Agency in making loan reservations for the new buyer
- All EXISTING HOMES (recycled units are existing homes) must pass <u>2 inspections</u>
  - Minimum Housing. THIS is PASS/FAIL. Must pass.
  - a licensed NC Home Inspection
- Rehab the unit.
- Keep in contact with servicing.
- Hal Wright = <u>HEWRIGHT@NCHFA.COM</u> → Foreclosure Notification & Servicing
- Mary Moss = MGMOSS@NCHFA.COM → Payments, autodraft, and Payoff Quotes





# **Third Party Servicing & Origination**

- Please communicate with the Agency IF your affiliate changes your servicing approach.
- IF your affiliate passes on a servicing fee to the borrower, it MUST be disclosed on the Loan Estimate (LE) as a finance charge.
- IF your affiliate is considering to use third party loan origination or third party loan investing, please communicate with the Agency well before if the desire is to combine the new approach with SHLP funding.



### Mergers

- Please contact the Agency BEFORE your affiliate merge with another affiliate if the Agency has funded loans with either affiliate.
- Send a copy of the draft merger agreement to the Agency.
   Contact your community partner coordinator.





## **Agency Generated SHLP Documents**

- The Agency is considering generating a standard template for SHLP Promissory Note & Deed of Trust.
- Why? Because errors in the loan documents frequently impact the ability to send funds and closeout the loan fully.
- It is possible that IF loan documents are standardized, SHLP funds may be sent to closing to the closing attorney & borrower.
- Where affiliates would have differing requirements for their borrowers, these would be passed on in a rider to the loan documents.
- Thoughts?







## **Greening Affordable Housing**

#### Five Options

- Home Innovation Research Labs' National Green Building Standard (NGBS) certification <a href="https://www.homeinnovation.com">www.homeinnovation.com</a>
- UGBC's LEED for Homes Program <a href="http://www.usgbc.org/cert-guide/homes#introduction">http://www.usgbc.org/cert-guide/homes#introduction</a>
- Enterprise Foundation's Green Communities Program http://www.greencommunitiesonline.org/
- Green Built North Carolina <a href="http://www.wncgbc.org/programs/green-built">http://www.wncgbc.org/programs/green-built</a>
- ENERGY STAR for New Homes (3.0) under the program of the US EPA and the US DOE <a href="https://www.energystar.gov/index.cfm?c=new\_homes.hm">https://www.energystar.gov/index.cfm?c=new\_homes.hm</a> index
- Must be in addition to SystemVision (not standalone)
- \$1,000 Maximum





NORTH CAROLINA

Trainings: <a href="http://www.advancedenergy.org/portal/systemvision/">http://www.advancedenergy.org/portal/systemvision/</a>



www.systemvision.org
Maria Mauceri –
mmauceri@advancedenergy.org
David Treleven dtreleven@advancedenergy.org







#### Welcome to the Advanced Energy account registration page!

#### Get Started Easily!

irst Name	Last Name				
mail	Select Your Option System Vision for New Homes  Confirm Password				
mail@email.com					
Password					
Terms of Use					
ResiSpeak Terms of Use  This agreement sets forth the terms of use that apply to your accesservices ("Services") located at www.resispeak.com ("ResiSpeak"). E	ss and use of the website, features, applications, and associated products and By accessing and using ResiSpeak, you agree to all the terms and conditions ally binding agreement between you and Terracel Energy LLC ("Terracel				
ResiSpeak Terms of Use  This agreement sets forth the terms of use that apply to your accesservices ("Services") located at www.resispeak.com ("ResiSpeak"). Be in this agreement ("Agreement"). This Agreement constitutes a legal	By accessing and using ResiSpeak, you agree to all the terms and conditions	•			
ResiSpeak Terms of Use  This agreement sets forth the terms of use that apply to your accesservices ("Services") located at www.resispeak.com ("ResiSpeak"). Bin this agreement ("Agreement"). This Agreement constitutes a legal Energy"), owner and operator of ResiSpeak.  Use of the Services	By accessing and using ResiSpeak, you agree to all the terms and conditions				

### Resispeak

- Utility Needs to Be in Borrower's Name
- Borrower needs online utility profile

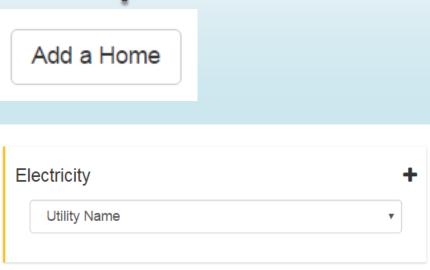
- https://www.resispeak.com/adv ancedenergy
- https://youtu.be/2lWm5FjlJ6o



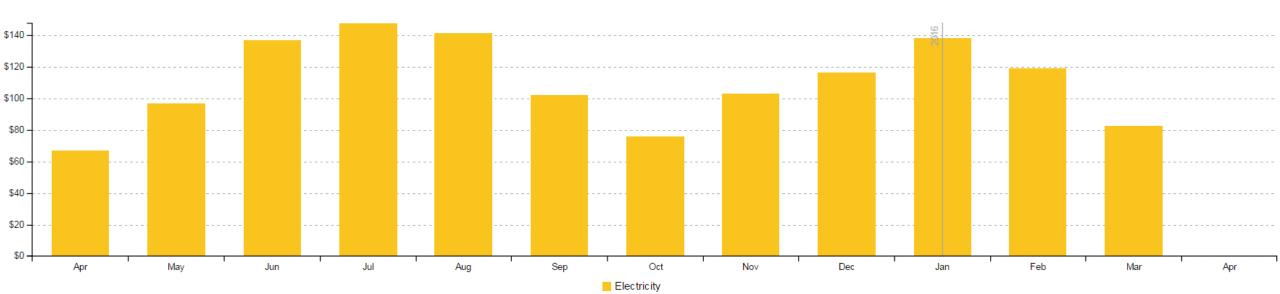


## ResiSpeak

- "Add a Home"
- Then Add a Utility
  - Username/email
  - Password

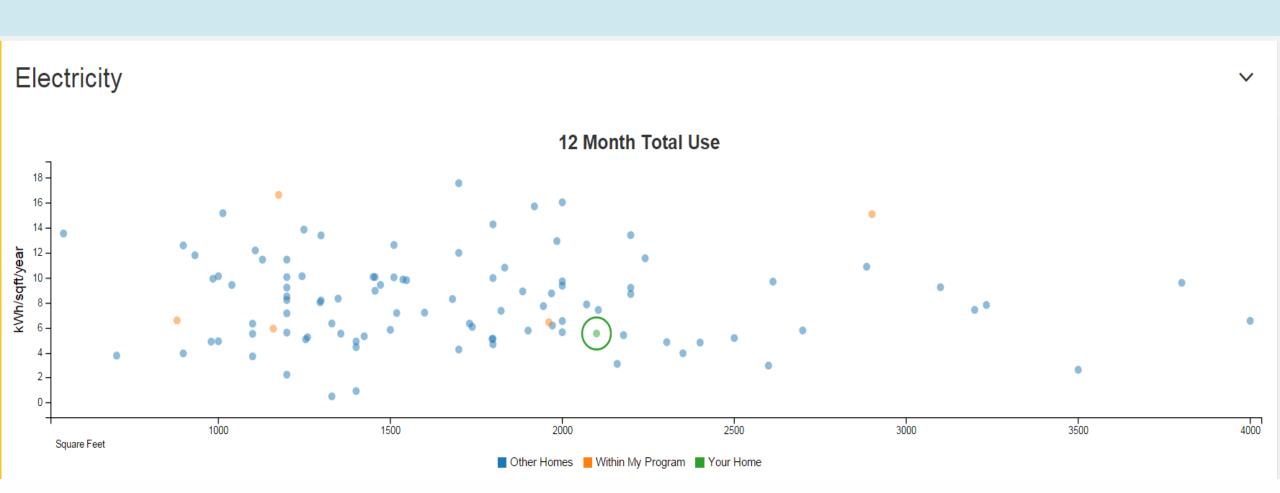


#### Monthly Costs



## ResiSpeak

Compare your Energy Consumption to Other Buildings





# **Getting Reimbursed**

- So you successfully closed your first SHLP loan... now what?
- Make sure the Agency has the requisition forms (normally sent in with underwriting package)
- We need recorded loan docs to issue payment:
  - Final Closing Disclosure/HUD 1 Settlement Statement
  - Proof of Insurance
  - Copy Promissory Note
  - Copy of Recorded Deed of Trust
  - Recorded Declaration of Restrictive Covenants
- Fee for service and green incentives
  - Are held until certificates are supplied max 45 days after closing
  - SV must be certified prior to closing







#### **Key Timing Summary**

- Reservation
  - Up to <u>90 Days</u> prior to closing to <u>18 Business Days</u> before closing
  - Offer to Purchase/Sales Contracts help secure for income changes
- Underwriting
  - 15 Business Days prior to closing
  - Updated Compliance Analysis may be needed
  - 60 days of paystubs needed not more than 3 months old
- Closings
  - Minimum of <u>6 Business Days</u> notice needed to confirm closing
  - Be aware there are delays (state holidays, fiscal year end close, etc.)
- Requisitions
  - With Underwriting Package
  - Fee disbursements made only after we receive recorded loan documents
- Closeout Documents
  - Copies of closing documents within 5 business days of closing and copies of recorded documents within 30 days of Closing (including green cert)





#### Who to call with questions

#### Program Questions or When There is an Emergency

- Josh Burton—919-877-5678 or jdburton@nchfa.com
- Donna Coleman 919-981-5006 or djcoleman@nchfa.com
- Sonia Joyner 919-877-5630 or <u>sbjoyner@nchfa.com</u>
- Kim Hargrove 919-877-5682 or kchargrove@nchfa.com
- Rich Lee 919-877-5688 or rylee@nchfa.com

#### Reservation and Where's My Money Questions

 Deborah Hamilton – 919-877-5709 or <u>dmhamilton@nchfa.com</u>

#### **Underwriting Questions**

 Kim Hargrove – 919-877-5682 or kchargrove@nchfa.com

#### **Closing Documents**

- Liz Hair 919-877-5712 or <u>echair@nchfa.com</u>
- Ronda Moore 919-875-3621 or <u>rgmoore@nchfa.com</u>

#### **Payment Questions**

 Mary Moss - 919-877-5697 or <u>mgmoss@nchfa.com</u>

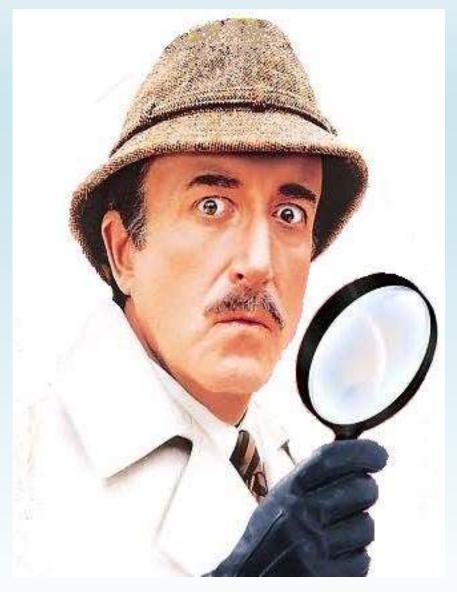
#### **Potential Foreclosures and Servicing**

 Hal Wright- 919-877-5690 or hewright@nchfa.com





# What is Different About Existing Housing











## **Inspections: Health & Safety**





#### DONTWINDOWWERS MAKELOVELY PLANTESSP



Photo courtesy ASHI home inspector Stephen P. Tyler, STAT Home inspections, Garnerville, N.Y. and American Society of Home Inspectors, www.ashi.org



HOUSING
FINANCE
AGENCY

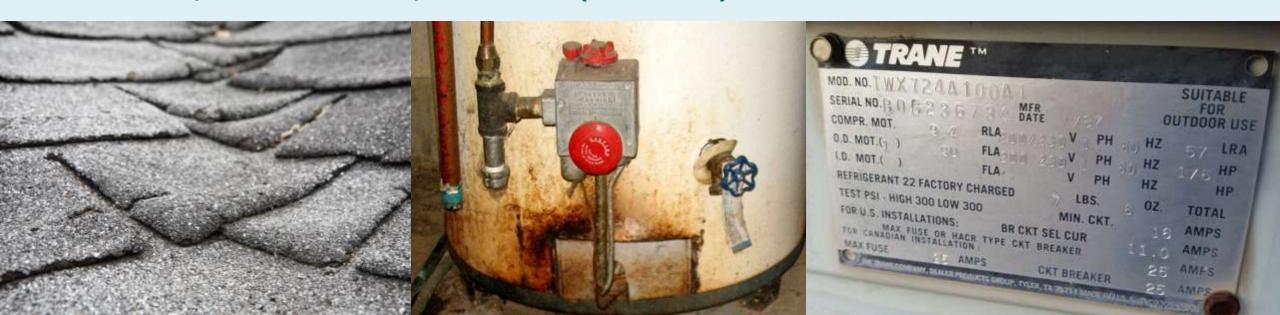
www.nchfa.com

Photo courtesy ASHI home inspector David Grudzinski, Advantage Home Inspections, Cranston, R.I. and American Society of Home Inspectors, www.ashi.org

www.HouseLogic.com

# Inspections: Property Condition & Health / Safety

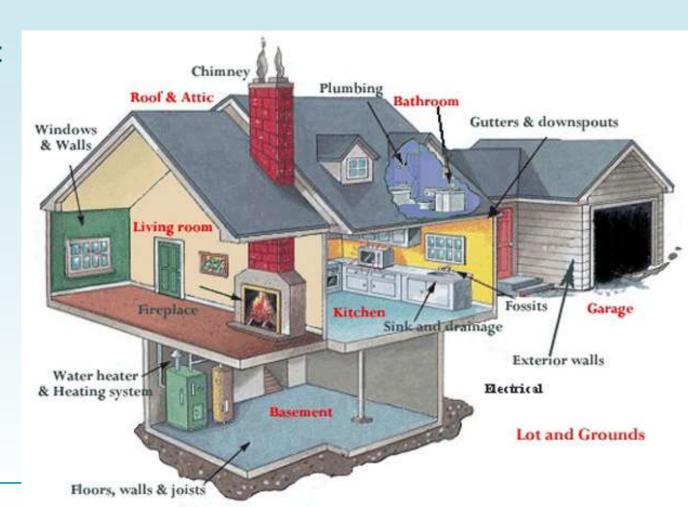
- 5 years of likely maintenance free housing for major systems
  - What is a major system?
    - Roof, HVAC, Exterior finishes, Water Heater, & <u>anything identified by the home</u> <u>inspector that will threaten the home or household</u>
  - Have the inspector provide the <u>manufacturing & install dates</u> on the HVAC, Water Heater, and Roof (if known)



#### **Inspections: Property Condition**

#### Two types:

- 1. Licensed Home Inspection = Property Condition
  - Evaluation of condition of current building systems by a licensed NC home inspector
  - Goal: to identify deferred maintenance issues and major/moderate deficiencies (moisture penetration, structural, non-functioning systems, etc.)
  - Fix threats to the property & threats to the borrower



#### Inspections: Health & Safety

- Two types: (This might change)
  - 2. Health and Safety: Goal: to identify major threats to living in property (trip hazards, peeling paint, absence of railings, shock threats, pest access, mold, ability to heat food, etc.)
    - Evaluation of <u>potential threats to occupancy</u>
    - Local minimum housing code (sometimes called minimum property code/standard)
    - or Housing Quality Standard if no code is applicable (HUD form <u>52580-A</u> or 52580) ...Eventually <u>UPCS</u>
    - Pass/Fail the home must pass BEFORE closing
- Who? City/County Officials, Housing Authority Inspectors, Licensed Home Inspectors

Inspection Form		U.S. Department of Housing and Urban Development			OMB Approval No. 2577-016 (exp. 04/30/201		
Housing Choice Voucher Progra	ucher Program Office of Public an					(exp. personal)	
Public reporting burden for this collect searching existing data sources, gather conduct or sponsor, and a person is not	ing and maintaining the da	rta needled, and com	pleting	and reviewing the co	diection of in	nformation. This agency may no	
Privacy Act Statement. The Department the U.S. Housing Act of 1937 (42 U.S.C. determine if a unit meets the housing quagencies when relevant to chil. criminal, permitted or required by law. Failure to p Assurances of confidentiality are not pro This collection of information is authorize a unit meets the housing quality standar.	1437f), Collection of the n ality standards of the section or regulatory investigation trovide any of the informati wided under this collection and under Section 8 of the U	ame and address of on 8 rental assistances and prosecutions ion may result in dela U.S. Housing Act of It	both the e progra it will no ey or rej	a family and the own am. HUD may disclo at be otherwise disclo ection of family partic	er is manda se this infor osed or relect cipation.	tory. The information is used to mation to Federal, State and loc	
РНА				Tenant ID Number		Date of Request (mm/ddfyyyy)	
hispector				Date Last Inspection (mm/dd/yy		yy) Date of Inspection (mmidsfyyyy)	
Neighborhood/Census Tract	proof.	Type of Inspection			Project Number		
A. General Information Street Address of Inspected Unit					Housing	Type (check as appropriate) gle Family Detached	
City	County	State	Zip			Duplex or Two Family Row House or Town House	
Name of Family	of Family Current 1			e of Family	Lo	w Rise: 3,4 Stories, including rden Apartment	
Current Street Address of Family					High	th Riser, 5 or More Stories	
Carrier Drives Passage C. Lerry		State	Zip			Manufactured Home Congregate	
Cay	County						
	County	1			-	operative	
City		Telephor	ne of Own	ner ar Agent	ind	operanve Rependent Group Residence Igle Room Gooupancy ared Housing	

### Inspections: Plan Your Approach

#### Plan & Schedule



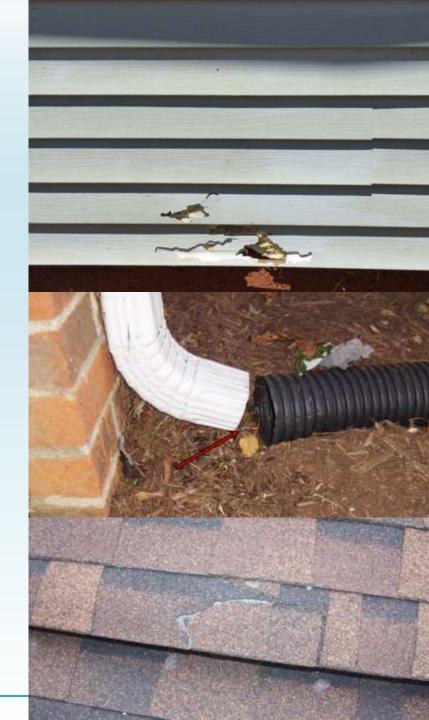
"WHY... I BELIEVE IT IS HUMP DAY, WHY DO YOU ASK?"

- NC Home Inspection (any licensed NC Home inspector)
- Local Minimum Housing Code (likely city inspectors if applicable)
- Housing Quality Standards (Local housing authority staff or city/county/council of government staff that work with CDBG or Section 8 – same inspection used)
- Final inspections or invoices needed for moderate/major deficiencies



## Repairs: Use Common Sense

- Holes in the exterior siding could cause a potential problem.
   Broken windows should be repaired because they are a \_\_\_\_\_concern.
- Excessive moisture in the crawlspace would require a
- Damaged shingles on the roof with exposed nails are a sign of \_\_\_\_\_\_\_.
- A missing gutter or downspout may cause excessive flow around the home and into the crawlspace.
- Exposed wiring in the unit should be repaired by an



# **Age of Properties**

Pre-1978?



- Pamphlet is required.
- Best if there is other money that requires LBP actions
- Disclosure form is required, even if there is no lead.
- Required to submit a lead based paint clearance report or risk assessment



## Protect Your Family From Lead In Your Home







United States Consumer Product Safety Commission



United States

Department of Housing and Urban Development

# **Age of Properties**

- No rehabbing the property, then the rule of thumb is < 10</li> years old
- Why?



 Avoid major repair expenses in first 5 years of ownership





What is different Between Counseling & Education?

**How Much?** 

Online?

Housing Counseling & Homebuyer Education Minimum





# **Homebuyer Education Minimum**

Homebuyer Education (not the same thing as counseling, but related)

What MUST be covered as part of EVERY homebuyer education process:

- 1. Assessing Readiness to Buy a Home
- 2. Budgeting
- 3. Credit
- 4. Financing a Home
- 5. Home Purchase Process
- 6. Home Selection
- 7. Home Maintenance and Home Improvements
- 8. Financial Planning and Sustaining Home Ownership
- 9. Avoiding Delinquency and Foreclosure
- Financial Peace University only marginally touches on some of these topics.
- National Industry Standards for Homeownership Education and Counseling
- <a href="http://www.homeownershipstandards.com/Home/Home.aspx">http://www.homeownershipstandards.com/Home/Home.aspx</a>





# What is Housing Counseling?

- Education = Just the Information (9 areas on previous slide minimum)
- Counseling = Interviewing and Applying the Information to a Particular Home Buyer's situation
- Situational: Your budget, this loan, this home, this appraisal, this inspection, these fees, these loan documents, your plan, your maintenance schedule, your credit, etc. This should not be a classroom discussion.



# **How Much Housing Counseling?**

- Should be tailored to client needs.
- Very difficult to evaluate a household's situation, budget, and readiness in less than 2 hours. Plan on more as needed.
- Homebuyer education & housing counseling must be <u>at least 8</u> hours combined. This is a minimum. More may be necessary.
- When you submit a borrower's file, that is <u>your endorsement</u> that you believe the situation is good for borrower and the borrower is ready for homeownership.
- This is required, first-time homebuyer or not.



#### **Online Education**

- Nationally certified/recognized online home buyer education programs are allowed
- At least 4 hours to complete, completed modules are tracked and documented as part of the online education process
- The potential borrower receives a minimum of 4 hours of oneon-one housing counseling.
- This policy may evolve in the future.
- If you are planning to use an online program, check with your community partner coordinator first, and particularly if this will be a regular part of your strategy.



# **Proposed Housing Counseling Rule**

- What does it mean?
  - There will be a national standard and national certification for housing counseling.
  - All HUD funded homeownership activities will <u>likely require</u> HUDcertified housing counseling.
  - As written, HUD-certified counselors must be employed by HUDcertified housing counseling agencies.
  - At the moment, this appears to include HUD funded homeownership, including Habitat for Humanity homes when funded with HUD funding.





#### Qualifying vs. Compliance Income

- Lender will use qualified income based on industry guidelines (FHA, VA & USDA).
- Industry guidelines require this income to be guaranteed or likely to continue for a specific time period (usually 3 yrs).
- Qualifying income will be used only for the person(s) on the loan application and Note.

- Member will include all income from anyone who is expected to occupy the property with exception of a full-time dependent student or earned income of minors.
- Member will provide copies of income documentation for all household occupants regardless of whether they will be responsible on the Note or not.



#### What kinds of income count?

- Interview the household to understand who will occupy the property at closing
- Earned income from household members over 18 (except full-time enrolled college students)

- Not:
  - Foster Care Support





### **Documenting Income**

Income is supported by third party documentation:

- W2 forms,
- verification of employment/income forms,
- pay stubs, (60 days worth, not more than 3 months old)
- child support decrees,
- divorce decrees,
- separation agreements,
- documentation from child support enforcement authorities,
- award letters for Social Security,
- award letters for Social Security Disability,
- award letters for Supplemental Security Income,
- documentation of full-time student status, etc.

