

House Charlotte Homeowner Assistance Loan Submission

City of Charlotte Housing Subsidy Program

Please fill in all information completely

Date: _____

Lender Name: _____

Lender Address: _____

Contact Name(s): _____

Phone Number: _____

Fax Number: _____

Email Address(s): _____

In conjunction with the City of Charlotte's Housing Subsidy Programs, we are hereby making application for one of the following programs (See House Charlotte Program Overview):

Program

- ☐ 1-A. Criteria: 80% or below of Median Income is \$73,350 or less for a family of four.
- ☐ 1-B. Criteria: Above 80 to 110 % of Median Income is \$73,350.01 to \$103,6000 for a family of four.

NOTE: Families eligible for Programs **1-A** and **1-B** can purchase homes throughout the City of Charlotte.

A. **Borrower Name(s)** _____
 B. **Borrower Email(s)** _____
 C. **Property Address** _____
 D. **Funds Requested \$** _____
 E. **Date Check Needed** _____ **Closing Date** _____
 F. **Closing Attorney** _____
Firm Complete Name _____
Address _____
Contact Name, Phone Number & E-Mail _____

G. **Please submit copies of the following documents for approval:**

- ☐ Loan Application - signed by borrower(s)
 - o Asset information must be completed
 - o If borrower has child care expenses, please include this information
- ☐ Income: Salaried or hourly employee - most recent 60 day pay stubs & last year's W-2(s).
*** If applying for the Public Service employee program, must provide documentation that clearly shows borrower(s) is employed by one of the eligible employers.***
 - o Self- Employed or 1099 employee - 2 years tax returns to include all schedules
 - o Social Security, Child Support, & other non-wage earner income, etc. - Award letter and 3 months proof of receipt
 - o **Income documentation required for all household members.** If no source of income, those 18 years or older must provide the signed **House Charlotte Household Income Eligibility Form**
- ☐ Sales Contract – Fully executed with **all addendums**. Include copy of EMD & DD fees
- ☐ Appraisal with visible photos of the property
- ☐ Lender's signed Commitment or Preapproval letter (include rate, term, loan and/or purchase price)
 - o Signed Commitment or Preapproval Letter for any other Subordinate Financing (showing agency/institution name and amount received/approved)
- ☐ Loan Estimate Disclosure (rate locked through closing date) - **Must match the 1003 rate, term and loan amount**
- ☐ ID – Visible, unexpired copy of the drivers license or state ID
- ☐ If applicable, a copy of the **Recorded** Separation Agreement, Free Trader Agreement or Divorce Decree

*****File is considered incomplete until all of the above listed items are received. Submitting an incomplete file will delay loan closing.*****

The following will be needed prior to closing:

- ☐ Pre-Purchase Homebuyer's Education Certificate – Valid for 1 year
- ☐ 1-on-1/Face-to-Face Counseling Certificate
- ☐ Certificate of Occupancy **or** Pass City HouseCharlotte Code Inspection Report
- ☐ Final Appraisal, when applicable
- ☐ Proof of Hazard Insurance with the following verbiage: **City of Charlotte Finance Department
600 East 4th Street
Charlotte, NC 28202**

LENDER CERTIFICATION – THE FOLLOWING STATEMENTS MUST BE ACKNOWLEDGED AND SIGNED

I hereby certify that the proceeds of the City of Charlotte's Assistance will be used in accordance with the Housing Subsidy Programs approved by City Council on March 24, 1997, revised July 1, 2001. The information provided on behalf of the borrower is true and accurate to the best of my knowledge. I understand that false information will be grounds for disqualification.

I certify that the first mortgage we intend to make:

- ☐ will be sold to Fannie Mae ☐ will not be sold to Fannie Mae

I acknowledge that the borrower certifies that they:

- ☐ have received House Charlotte funds before ☐ have never received House Charlotte funds before

Authorized Signature: _____

Housing Subsidy Worksheet

Note: Total Cost of House Minus Total Financing of House = Gap

Name			
Property Address			
Household Income (Yearly)	\$	Percent of Median Income	%
Family Size		Number of Children	
Borrower (s) Income (Yearly)	\$		
Costs	A. Contract Selling Cost of House		\$
B. 1. Closing Costs and Prepaid Amounts		\$	
2. Credit Counseling (must be listed on LED also)		\$	
3. Points (Buy down Assistance)		\$	
4. MIP		\$	
Sub-Total of B (Add B1,2,3,4)			\$
C. Total House Purchase Costs (Add A and B Sub-Total)			\$
Financing	D. Bank Loan Approval _____% (including MIP)		\$
E. Borrower paid fees - personal funds (only include earnest money, due diligence fee and POC's.)		\$	
F. Seller Paid Costs and/or Lender Paid Costs		\$	
G. Gifts/Grants/Additional Loans (Please list agency/Institution name and amount. Does not include HC Loan.)			\$
H. Sub-Total Financing (Add D-G)			\$
I. Gap (Subtract H from C) (Funds requested by Lender will be applied to down payment, closing costs, interest buy-down)			\$
(City use - do not write in this section)			\$

The "Gap" is equal to the subtraction of the sub-total financing (**H**) from the total house purchase (**C**).
City down payment assistance under House Charlotte is:

- up to \$30,000 for Program 1-A; At or below 80% AMI
- up to \$10,000 for Program 1-B; Over 80% AMI

HOME INVESTMENT PARTNERSHIP FUNDS WRITTEN AGREEMENT WITH RECAPTURE PROVISIONS

This Agreement regarding a HOME subsidy (the "Agreement"), dated as of _____, is made and entered into by and between the City of Charlotte (the "City"), pursuant to the federal HOME Investment Partnerships Act Program, and _____ the Homebuyer(s) ("Borrower").

Property Address: _____

Name of City Program: _____

I. Agreement

As required by the HOME Program, this Agreement between the City and the Borrower identifies the HOME Program requirements. The funds provided for the purchase of the Qualifying Home are HOME Funds not to exceed the amount of \$_____. Therefore, and as a condition to participation in that program, Borrower makes the following additional covenants, representations, and warranties:

A. Use of HOME Funds

1. **HOME funds are being provided in the form of a loan.** Loans provided under City HOME funded down payment assistance programs are second (third or fourth, whichever is applicable) mortgages. **The funds are provided through a 15 or 30 year, deferred loan. No payment is due in any given year unless property is sold, transferred, a change in ownership or occupancy status occurs or cash out refinance takes place wherein the homeowner removes their equity from the Property. Specific loan terms are outlined in the Promissory Note and Deed of Trust.**
2. Use of Loan Proceeds; Purchase Price. Borrower agrees that the HOME Funds shall be used solely for down payment, interest rate buy-down, reduction in principal and/or reasonable Closing Costs of a Qualifying Home. Borrower represents and warrants that:
 - a. Borrower is purchasing the Qualifying Home in good faith for use as the principal residence of Borrower;
 - b. Borrower does not have any arrangement or understanding involving the intended resale, lease, or other transfer of the Qualifying Home by the Borrower; and
 - c. The total purchase price of the Qualifying Home is \$_____ and does not exceed the maximum purchase price limit as published in the City of Charlotte's most recent Annual Action Plan.
3. Deadline for Completion of Purchase and Occupancy. Borrower agrees that the home purchase funded in part with HOME funds be completed no later than 90 days after the date of this Agreement, and that the City shall have no obligation to make any disbursement if the purchase is not completed by that date. Borrower shall occupy the Qualifying Home as Borrower's principal residence no later than 90 days after the date of the Deed of Trust.

B. Affordability

1. Income and other restrictions. Purchasing families must comply with all HOME regulations (24 CFR 92.254). Family incomes may not exceed 80% of area median income as determined by HUD for the program year. If HOME funds are used to assist a Borrower who has contracted to purchase housing to be constructed, the Borrower must qualify as a low-income family at the time the contract is signed.
2. All downpayment assistance provided by the City of Charlotte will meet or exceed the following HUD required minimum periods by loan amount as required by the US Department of Housing and Urban Development. The City of Charlotte often requires a longer affordability period than required by HUD. Minimum affordability periods are shown in the table below.

HOME Assistance Amount	Minimum Period of Affordability in Years
Under \$15,000	5
\$15,001 to \$40,000	10
Over \$40,000	15

3. Borrower's Principal Residence. Borrower understands that funds are provided under a City-funded down payment assistance program, using funds available under the federal HOME program. Borrower understands the intent of the program is to provide assistance to the eligible homebuyers only so long as it is their principal residence.
4. Recapture Provisions. **Borrower agrees that if at any time during the Affordability Period the Qualifying Home is not their principal residence or is transferred either through sale, foreclosure, or other event, the City of Charlotte shall have the right to require Borrower to pay in full all amounts owed on the Promissory Note on thirty (30) days' notice.** This is known as recapture.
 - a. Amount to be Recaptured. In the event of recapture, the City shall collect from Net Proceeds all HOME Funds, including outstanding principal plus interest as outlined in the loan documents.
 - b. Amount to be Recaptured if Net Proceeds are insufficient. Net Proceeds are the sales price minus loan repayment (other than HOME funds) and Closing Costs. In the event that Net Proceeds are insufficient to repay the HOME funds, the Amount to be Recaptured shall be any funds remaining after payment of all senior non-HOME debt and closing costs. In no event shall the borrower be required to use funds other than Net Proceeds to repay the HOME Funds. The Borrower may use Net Proceeds to recover the Borrower's down payment and Capital Improvements before recapture of HOME funds.
 - c. Shared Net Proceeds. If the Net Proceeds are not sufficient to recapture the full HOME investment and enable the homeowner to recover the Homeowner Investment, the City and the Borrower will share the Net Proceeds according to the following formulas:

$$\frac{\text{HOME Investment}}{\text{HOME Investment} + \text{Homeowner Investment}} \times \text{Net Proceeds} = \text{HOME Amount to be Recaptured}$$

$$\frac{\text{Homeowner Investment}}{\text{HOME Investment} + \text{Homeowner Investment}} \times \text{Net Proceeds} = \text{Amount to Homeowner}$$

II. Definitions

- A. "Agreement" means a document to comply with the regulations at 24 CFR § 92.254.
- B. "Capital Improvements" means improvements that are consistent with the definition contained in IRS Publication 523 that add value to the property, have a permit issued for the improvement, and cost at least \$2000.
- C. "Closing Costs" means lawyer's fees, broker's fees, and any costs reasonably associated with closing.
- D. "Deed of Trust" means a deed of trust securing a lien on the property.
- E. "Eligible Homebuyer" means one or more adult members of a Household who sign the Deed of Trust, related Promissory Note and other documents required for a second mortgage, who have completed a homebuyer education program, and whose Household has an Annual Income (as of the date of signing the purchase agreement in the case of a new home being constructed, or as of the date of purchase in the case of an existing home) that does not exceed the lesser of:
 - 1. eighty percent (80%) of the median family income for the City of Charlotte's Metropolitan Statistical Area, as then most recently published by HUD, adjusted downward in the case of a Household size of less than four persons, and adjusted upward in the case of a Household size of more than four persons, in each case by the same percentages as are applied by HUD to adjust eligible income levels for occupancy of public housing; and
 - 2. the maximum income level permitted by federal regulations applicable to loans of HOME Funds for homebuyer assistance.
- F. "Homeowner Investment" means the sum of Capital Improvements made by Borrower since purchase, down payments, and Closing Costs.
- G. "Household" has the meaning set forth for "family" in 24 CFR § 5.403, or successor provision, and includes an individual person.
- H. "HOME" means the federal HOME Investment Partnerships Act Program.
- I. "HOME Funds" means funds derived from the federal grants to the City of Charlotte under HOME, including program income as defined in HUD regulations for HOME.
- J. "HUD" means the United States Department of Housing and Urban Development or any successor to its functions.
- K. "Loan Documents" means, with respect to any loan, each original document evidencing or securing the loan (or any part thereof), and all documents incidental or collateral to the loan, including without limitation, the Note or Notes evidencing the loan, the Deed of Trust, each guarantee securing the loan, all applications, loan commitments, reports, security and loan agreements, disclosure statements, appraisals, loan settlement statements, title evidence, title insurance, hazard insurance, flood liability insurance, and all other insurance policies and any assignments thereof, correspondence applicable to the loan, and all other documents relating to the loan, all as the same may be amended, and all such documents or instruments subsequently executed and delivered.

L. "Modest Housing" means the housing has a purchase price for the type of single-family housing that does not exceed the HOME affordable homeownership limits provided by HUD for newly constructed housing and for existing housing under 24 CFR 92.254(a)(2)(iii).

M. "Net Proceeds" Net Proceeds shall be calculated as either:

1. the gross sales price of the Property less any debt senior to this Loan; and actual and reasonable costs of sale paid by the Seller including; real estate commissions, real property excise tax paid by the Seller, escrow fees, recording fees, reasonable attorneys' fees, title insurance, and title insurance premiums, paid by the Seller; or, at the option of the Holder; or
2. the value of the Property at the time of the Occurrence as determined by an appraiser chosen by Holder less any debt senior to this Loan; and actual and reasonable costs of sale paid by the Seller including, real property excise tax paid by the Seller, escrow fees, recording fees, reasonable attorneys' fees, title insurance, and title insurance premiums, paid by the Seller.

N. "Qualifying Home" means a legal dwelling unit in the City of Charlotte that, as of the date of purchase by an Eligible Homebuyer:

1. is owned by Borrower in a capacity that meets the definition of "homeownership" as set forth in 24 CFR § 92.254(c) and 24 CFR § 92.2; and
2. is "Modest Housing"; and
3. satisfies the City of Charlotte's minimum housing code as it applies to owner-occupied units, satisfies federal Housing Quality Standards as defined in 24 CFR § 982.401; and
4. may legally be sold separately from any other dwelling unit or structure, whether as a separate lot or condominium unit; and
5. where a dwelling unit is an existing new or pre-owned site-built detached single-family residence, condominium or modular/manufactured housing unit with a permanent foundation assembled on-site in a place in compliance with zoning and City ordinances that meets the Manufactured Home Construction and Safety Standards established in 24 CFR Part 3280. (excludes double-wide or single-wide trailers transferred to lot in one or two parts on easel with wheels) or townhome on its own lot, the "Qualifying Home" includes such lot and any appurtenances. Where a dwelling unit is a condominium unit, the "Qualifying Home" includes all rights in common elements and other rights appurtenant to the condominium unit.

III. Additional Agreement

The provisions stated above are in addition to those contained within the loan documents and do not in any way abrogate City's rights contained within the loan documents.

IV. Enforcement Responsibility

The borrower acknowledges that the HOME funds are being provided by the City of Charlotte through the HOME Investments Partnership Program and that as the administrator and provider of such funds, the City has overall responsibility for the enforcement of federal HOME regulations and for the collection of funds due under this Agreement.

BORROWER(S):

Signature

Date

Signature

Date

Witness:

Signature

Printed name