

SC HOUSING

300-C Outlet Pointe Boulevard, Columbia, South Carolina 29210

Telephone: (803) 896-9001 (800) 476-0412 TTY: (803) 896-8831 www.schousing.com

SF-022 LENDER Request for Determination of Eligibility

Applicant: _____		Co-Applicant: _____	
Property Address: _____		City: _____	State: _____ Zip: _____
SCH Loan No.: _____		Loan Amount: _____	
DPA Loan No.: _____		2nd Loan Amount: _____	

Lending Partner: _____

Contact: _____

Lender Phone: _____ Email: _____

SCH APPLICATION DOCUMENTS

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1. SF-022 Lender Request for Determination of Eligibility -This must be signed and dated by Lender -See below

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2. SF-021 Citizenship Status Form -(Resident Alien - must provide copy of front & back of Photo ID, Green Card and Social Security Card) - This form can be electronically signed

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3. SF-025 Borrower’s Affidavit - Wet Signature required

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4. SF-026 Seller/Builder Affidavit - Wet Signature required

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5. This line item has intentionally been left blank.

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6. Home Buyer Education Completion Certificate

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7. This line item has intentionally been left blank.

LOAN ESTIMATE DISCLOSURE DOCUMENTS

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8. 1st Mortgage TRID Loan Estimate(s)- Provide only the LE disclosed within 3 days of application and the LE within 3 days of SC Housing Lock if Initial was a float

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9. DPA (2ND MTG.) Loan Estimate Disclosure(s)- Provide only the LE disclosed within 3 days of SC Housing Lock

1ST MORTGAGE DOCUMENTS

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10. Initial 1003 - *TBD FOR PROPERTY not allowed-MUST BE SIGNED & DATED BY ALL PARTIES (and for VA LOANS -VA FORM 26-1802)*

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11. VA LOANS ONLY - VA COE Print Out

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12. Alternative DPA/Grant (other than SCH) - Acceptance Letter and/or Approval

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13. 92900LT/1008/RD3555/VA 26-6393-MUST reconcile to DU/GUS (Compare to Loan Analysis Page of DU they MUST MATCH)

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14. MI Certificate - Conventional Loans Only

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15. AUS (DU/LPA/GUS) Findings- Must be Approve/Eligible or Accept unless Manual UW OR REO, if applicable-See guidelines

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16. Gift Letters & supporting docs (Must include deposit & sourcing docs)

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17. Rental Verification (only if required per DU)

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18. Bank Statements - Provide only 2 month's statement documenting end balance used as assets and reflected in AUS

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19. Credit Report- Must include OFAC & SAFE SCAN, CR must be the one used with AUS

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20. SF-041 Zero Income Affidavit - (if applicable)

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21. Verification of Employment for Borrower(s) AND all non-borrowing wage earning occupant(s) age 18 and over - (covering 12 months) If borrower is paid anything other than straight time or base salary, a FULL WRITTEN VOE must be provided with break down of all income received and pay schedule

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22. Previous Verification of Employment- Borrower(s) AND all non- borrowing wage earning occupant(s) age 18 and over- (past 12 months as applicable)

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23. Pay Stubs - (one month year-to-date) - Borrower(s) AND all non- borrowing wage earning occupant(s) age 18 and over - (2 Min.)

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24. Other Income Documentation (as applicable): DSS Income; SSI; Retirement Distributions - required for all borrower(s) AND all non-borrowing wage earning occupant(s) age 18 & over

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25. Profit Loss Statement- current year - must include company name, address, period covered and be signed & dated - (Self-Employed Only)

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26. Divorce Decree/Separation Agreement, Child Support/Alimony- Court order or evidence of receipt for the previous 12 months

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27. W-2's/1099/1098 (covering 12 months including previous employment if applicable)

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28. SF-027 Non-Taxpayer Affidavit -(as applicable) Required for borrower(s) or occupant(s) who were not required to file taxes

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29. IRS Tax Transcripts or Tax Returns- Must provide (3 years) for all borrower(s) AND all non-borrowing wage earning occupant(s) over the age of 18, as applicable

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30. Appraisal Report with Color Photos and Addendum/Final Inspections/Completion Report- (CONVENTIONAL ONLY -Provide evidence that the Appraisal was uploaded to the UCDP for Fannie Mae and Freddie Mac. If Property is a CONDO, provide evidence project is FNMA approved by providing evidence from the Condo Project Manager System.)

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31. VA LOANS ONLY - Notice of Value by LAPP/SAR

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32. Contract of Sale with all addendums

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33. SF-030 Lead Based Paint Disclosure- required for homes built prior to 1978, if not included in contract of sale

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34. FHA RE Certification & Amendatory Clause

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35. Attorney/Insurance Preference Form - Must be completed TBD not acceptable

The undersigned lender certifies that the loan application, initial (Loan Estimate) loan disclosures and all verifications of employment, income and deposits, and all other loan documents have been processed in compliance with all applicable federal and state laws and regulations and, to the best of the lender's knowledge, the loan complies with all of South Carolina State Housing Finance and Development Authority's (SCHFDA) underwriting standards including but not limited to SCHFDA's e-Signature Requirements and the lender has verified the identify of all borrowers as required under the US Patriot Act. All information provided in support of this loan is true, complete and accurate to the best of the lender's knowledge and belief.

Date

Signature of Lender

Print Name of Authorized Signature

SF-022 LENDER Request for Determination of Eligibility (Bond Loans) Rev. 5.3.21

SC HOUSING

HOMEOWNERSHIP MORTGAGE PURCHASE PROGRAM
BORROWER'S AFFIDAVIT

STATE OF SOUTH CAROLINA)
)
COUNTY OF:)

AFFIDAVIT

PERSONALLY appeared before me the following person(s): _____
and _____

are the applicant(s) for a mortgage loan to be purchased by South Carolina State Housing Finance and Development Authority (SC Housing) from proceeds of tax-exempt bonds issued by SC Housing to finance the purchase of residential property located at:

Property Address: _____ City: _____ SC Zip: _____

- ☐ I/we and any occupants acknowledge that during the last (3) years before the date of this Affidavit, that I/we have not had any ownership interest in any real property, including a mobile home permanently attached to a foundation, which was occupied as my/our primary residence.
- ☐ I/we are purchasing a home in a Targeted Area and will not have ownership interest in any real property at the time of loan closing.

HOUSEHOLD OCCUPANTS

Listed below are all the persons who will live in the property and the gross annual incomes of each occupant who is 18 years of age or older. All income including child support, alimony, Social Security, military income, etc. must be included.

<u>Name</u>	<u>Age</u>	<u>Relationship</u>	<u>Gross Annual Income</u>
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

HOUSEHOLD INCOME

The current gross annual household income does not exceed _____ maximum allowable income for household size and property location). True and correct copies of federal income tax returns (or transcripts) of each borrower and wage earning occupant (18 years or older) as filed with the IRS will be provided to SC Housing prior to approval of the mortgage loan. In the event the borrower/occupant whose return for any required year is omitted, he/she certifies that they were not required under applicable law to file a federal income tax return for the year omitted and will provide an Affidavit of Non-Tax Payer.

PROPERTY

The Property above is a single family residence located in the state of South Carolina in which the purchase price for the location of the property does not exceed _____ and I/we intend to occupy the Residence as my/our primary residence within 60 days of the closing of the mortgage loan to which this Affidavit relates. The Residence will not be used as an investment property, a vacation or second home, or in the conduct of any business or trade. All land on which the Residence is located is necessary to maintain basic livability and does not provide, other than incidentally, a source of income. SC Housing has not inspected the property and makes no representation as to the physical condition of the property.

DOWN PAYMENT ASSISTANCE

- SC Housing offers down payment assistance (DPA) to qualified first-time homebuyers who have completed an approved Homebuyer Education course and obtained a completion certificate. In the event the DPA is forgivable, there are no payments due unless one of the following occurs:
- You prepay the first mortgage prior to its scheduled maturity; or
 - Title to the property is transferred to someone else; or
 - You are in default on your first mortgage and it becomes due prior to its scheduled maturity; or
 - You no longer occupy the property as your primary residence.

If any of the events described above occur, you must repay the outstanding principal amount of the DPA loan. No interest will be collected on the amount of forgivable DPA.

FEDERAL RECAPTURE TAX

The mortgage loan you are applying for under the SC Housing's Homeownership Program may be affected by Federal Recapture Requirements.

Because you are receiving a mortgage loan from the proceeds of a tax-exempt bond, you are receiving the benefit of a lower interest rate than is customarily charged on other loans. If you sell or otherwise dispose of your home within ten (10) years, this benefit may be "recaptured." The recapture is accomplished by an increase in your Federal income tax for the year in which you sell or otherwise dispose of your home. Under present federal law, the maximum amount payable would be either the lesser of 6.25% of your original mortgage amount or 50% of the profit resulting from the sale of your house. Several factors may affect your potential liability for payment of this federal tax. These factors include:

- Length of Ownership. If you sell within one year, your maximum liability is 1.25% of the original mortgage amount. Each year thereafter the liability increases 1.25% until it reaches 6.25% in the fifth year. Starting in the sixth year, the liability decreases 1.25% until it is eliminated completely after ten years.
- Income/Family Size. Your tax liability may be reduced or eliminated if your income does not exceed limits set by the federal government. These limits are based on a formula which takes into account your family size at the time of sale.

There is no way to predict the Borrowers exact tax liability; that will be based on when the borrower sells or disposes of the house, income, family size and the amount of gain or profit (if any). You will be provided with additional information about this potential recapture tax at the time of your loan closing.

ACKNOWLEDGEMENTS

The borrower(s) acknowledge:

- I/we have been advised that SC Housing may consent to a qualified assumption in accordance with its procedures without jeopardizing the tax-exempt statue of its bonds. Without such approval, the property may not be sold subject to the mortgage loan and DPA. The execution by the borrowers (or any borrower individually) of a land sale contract, contract for deed, or similar agreement that transfers ownership and/or changes the occupancy status of the dwelling (or the borrower's rights) is a sale of the dwelling for this purpose. DPA mortgages cannot be assumed under any circumstance.
- Escrows for taxes and property insurance including hazard, flood and wind/hail (if applicable) are required for the term of the first mortgage. DPA mortgage loans do not require an escrow account.
- This loan is not a refinancing of permanent financing or replacement of an existing loan in connection with the Property.
- I/we have no other debt obligations beyond what was provided on the mortgage loan application.

Applicant Signature	_____	Date	_____
Co-Applicant Signature	_____	Date	_____
Occupant Signature	_____	Date	_____
	(18 years of age or older)		
Occupant Signature	_____	Date	_____
	(18 years of age or older)		
Occupant Signature	_____	Date	_____
	(18 years of age or older)		

SWORN to before me this _____ day of _____, 20 _____.

Notary Public for South Carolina
My Commission Expires _____

(Seal)

SC HOUSING

300-C Outlet Pointe Blvd., Columbia SC 29210
Declaration of Citizenship Status

This declaration must be completed for each borrower on the application and all household members who will reside in the property after closing.

Borrower(s):

and

Property Address: City:

SC

Zip:

The below individuals sign and certify that they declare under penalty of perjury that they meet one of the following requirements for citizenship status to comply with SC State Housing Finance and Development Authority program requirements.

- US Citizen by birth, a naturalized citizen or national of the United States
- A non-citizen with eligible immigration status that is lawfully admitted for permanent residence as defined by Section 101(1)(2) of the Immigration and Nationality Act (INA) as an immigrant defined by Section 101(a)(15) of the INA(8 U.S.C 1001(a)(20) and 1101(a)(15) respectively. (Permanent Resident Alien)

This must be evidenced by Form I-551 “Permanent Resident Card” (Green Card) - Each party must provide front and back copies of the card and is subject to SAVE verification with the Department of Homeland Security - US Citizenship and Immigrations Services.

Borrower:

Borrower Name

Social Security #

Date of Birth (mm/dd/yy)

Relationship to Borrower

Alien Registration # (if applicable)

Check if Adult signing for a child

U.S. Citizen

Resident Alien

Nationality (Mark (1) One)

Signature of Borrower. (Must be "WET" signed)

Date

Co-Borrower:

Co-Borrower Name

Social Security #

Date of Birth (mm/dd/yy)

Relationship to Borrower

Alien Registration # (if applicable)

Check if Adult signing for a child

U.S. Citizen

Resident Alien

Nationality (Mark (1) One)

Signature of Co-Borrower (Must be "WET" signed)

Date

Occupant:

Occupant Name

Social Security #

Date of Birth (mm/dd/yy)

Relationship to Borrower

Alien Registration # (if applicable)

Check if Adult signing for a child

U.S. Citizen

Resident Alien

Nationality (Mark (1) One)

Signature of Occupant or Adult Family Member (Must be "WET" signed)

Date

Occupant:

Occupant Name

Social Security #

Date of Birth (mm/dd/yy)

Relationship to Borrower

Alien Registration # (if applicable)

Check if Adult signing for a child

U.S. Citizen

Resident Alien

Nationality (Mark (1) One)

Signature of Occupant or Adult Family Member (Must be "WET" signed)

Date

Occupant:

Occupant Name

Social Security #

Date of Birth (mm/dd/yy)

Relationship to Borrower

Alien Registration # (if applicable)

Check if Adult signing for a child

U.S. Citizen

Resident Alien

Nationality (Mark (1) One)

Signature of Occupant or Adult Family Member (Must be "WET" signed)

Date

Warning: South Carolina Code Section 16-9-10 provides, among other things, that it is unlawful for a person to willingly give false, misleading or incomplete information on a document, record, report or form required by the laws of this State, Any person who violates that section is guilty of a misdemeanor and, upon conviction, must be imprisoned not more than six months or fined not less than one hundred dollars, or both.

SF-021 CITIZENSHIP STATUS

Rev. 5.3.21

SC HOUSING

HOMEOWNERSHIP MORTGAGE PURCHASE PROGRAM SELLER AFFIDAVIT

Seller(s): _____

The above named seller(s) have listed and entered into a sales contract on a certain property and dwelling located at:

Property Address: _____ SC City: _____ Zip: _____

Said property is being purchased by: _____ and _____, which will be obtaining financing through the South Carolina State Housing Finance and Development Authority (SC Housing) Homeownership Mortgage Purchase Program.

The undersigned do hereby declare under penalty of perjury that the statements below are true and correct:

- I/we are the legally authorized seller
- The property being purchased is a single-family residence located in South Carolina and is either;
 - o New, never occupied; OR
 - o Existing dwelling, previously occupied
- The sales price to be paid to the undersigned or anyone acting on behalf of the undersigned by the borrower or acting on the borrower's behalf in connection with the sale of the dwelling and any other personal property being sold or any services being furnished to complete the subject property by the undersigned or anyone acting on behalf of the undersigned in connection with the dwelling, including money, goods or services is \$ _____ (Contract Sales Price).
- In connection with the sale of the dwelling, neither the undersigned nor anyone acting on behalf of the undersigned has entered into any contract, arrangement or understanding to make any payment to any real estate broker, agent or finder other than to _____ .
 - o The amount of such payment is \$ _____ or _____ % of the purchase price specified in the Sales Contract.
- Under the terms of the sales contract, the undersigned are obligated to surrender possession of the dwelling to the borrower within 60 calendar days after the closing of said transaction.

Seller _____ Date _____

Seller _____ Date _____

Seller _____ Date _____

SWORN to before me this _____ day of _____, 20 _____.

(Seal)

Notary Public for South Carolina

My Commission Expires _____