

## Illinois Housing Development Authority Seller Affidavit

**INSTRUCTIONS:** The Lender must complete item #1; review, investigate and confirm the remaining items and execute the **Lender's Statement** at the end of this Property Seller Affidavit.

The Property Seller must review all items and execute and duly notarize the Affidavit. If there are multiple Property Sellers involved in the transaction, only one Property Seller is required to sign the Property Seller Affidavit.

If the Property Seller Affidavit is executed by an Attorney-In-Fact, Guardian, Conservator, Personal Representative Executive, Trustee, etc. on behalf of the Property Seller, the Lender must confirm that the appointed person has knowledge of the facts stated in the Property Seller Affidavit. Copies of appropriate document(s) or a court order authorizing the person executing the Property Seller Affidavit to sign must be in the loan file and supplied to the Illinois Housing Development Authority ("IHDA") upon request.

It may be a federal offense punishable by a maximum of a \$5,000 fine, two years imprisonment, or both, to knowingly make a false statement in this Affidavit (Title 18 United States Code, Section 1014). Read this Affidavit carefully to be sure the information in it is true and complete before signing this form. All questions must be answered completely. The information provided in this Affidavit is subject to verification by IHDA and the Lender or their respective agents.

**DO NOT ALTER THIS DOCUMENT.**

### PROPERTY SELLER AFFIDAVIT

The undersigned hereinafter collectively referred to as the "Property Seller," after first being duly sworn, states as follows:

1. Property Seller is selling to (the "Purchaser(s)"):
  - Name of Borrower:
  - Name of Co-borrower:
  - The residence located at
    - Street Address:
    - City:
    - Zip:
    - County:
    - State:

Or which is legally described as follows (the "Property"):

1. A true and correct copy of a complete agreement for the purchase of the Residence Property (the "Sales Contract") has been provided to the Lender as annexed hereto, and the purchase price stated therein is true, correct and complete as stated.

2. The price stated in the Sales Contract represents the complete agreement with respect to the purchase price between the Purchaser(s) (or a related party for the benefit of the Purchaser) and the Property Seller (or a related party to or for the benefit of the Property Seller) including the price of all fixtures.

3. The Sales Contract requires the Property Seller to surrender possession of the Residence Property to the Purchaser not more than 60 days after the closing of the sale of the Property to the Purchaser(s).

4. No part of the proceeds of the Mortgage loan is being applied to purchase appliances, furniture or other personal property not permanently affixed to the Residence Property. If the purchase agreement with the Property Seller described in paragraph 2 is inconsistent with this representation, those provisions in the purchase agreement do not reflect the intention of the Property Seller and the Borrower, as evidenced by paragraph 14 of the Borrower Affidavit, in which the Borrower makes an equivalent affirmation, and are hereby deleted from the purchase agreement. Notwithstanding the foregoing, and with respect to certain appliances, proceeds of the Mortgage loan may be applied to the following appliances if such appliances are an existing fixture on the Property at the time the Property is acquired by the Borrower: refrigerator; oven, including microwave oven, or other cooking surface; dishwasher; washing machine; dryer; heater or heating system; air conditioner or air conditioning system.

5. No part of the proceeds of the Mortgage loan will be used directly or indirectly to repay an existing loan made by the Property Seller or any persons acting on the Property Seller's behalf to the Purchaser(s) or any person acting on the Purchaser's behalf in connection with the residence except for construction period loans or similar temporary initial financing with a term of 24 months or less.

6. The undersigned hereby states that he/she has personal and direct knowledge of each and every preceding statement, and that each and every statement, factual or otherwise, is true and correct.

(THE REMAINING PORTION OF THIS PAGE WAS INTENTIONALLY LEFT BLANK.)

**Seller(s) is *Individual***

Seller Signature

Print Seller Name

Seller Signature

Print Seller Name

**OR**

**Seller is *Entity (Company)***

Name of Entity

Signature of Entity Representative

Print Name of Entity Representative

Title of Entity Representative

State of (Name of State)

County of (Name of County)

Ss.

This instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_ (month) '\_\_\_\_ (year) .  
(day)

by \_\_\_\_\_ (Name of Person (Individual Seller or Entity Representative) signing above)

Notary Stamp

Notary Public Signature

## LENDERS STATEMENT

I, the undersigned Lender, certify that the Property Seller has signed the Property Seller Affidavit and if an appointed person has signed on behalf of the Property Seller, the appropriate authorizing document(s) has (have) been provided and the authorizing document(s) has (have) not expired, been revoked or otherwise terminated and is still in force and effect as of the date of closing, and copies will be retained in the loan file.

LENDER

Lender Name (Organization Name)

By:  
Signature

Print Name

Its:  
Title of Signor

Examples of Authorizing Documents:

<b>If the Seller's Affidavit is Signed By:</b>	<b>Authorizing Document</b>
Attorney in Fact	Power of Attorney
Personal Representative Executor	Letters Testamentary of Administration
Guardian/Conservator	Letters of Guardian or Conservatorship
Trustee	Trust
Authorized Signatory	Delegation of Signing Authority