



*Pre-Closing Document Set*



*To use this doc set with fillable fields, download and open with Adobe Reader.*

### BORROWER DATA

Borrower Full Name	SSN	Email	Phone
Coborrower Full Name	SSN	Email	Phone
Coborrower Full Name	SSN	Email	Phone

### LENDER DATA

Lender Name	NMLS ID
Loan Officer Name	NMLS ID
Lender Email (file point of contact, final closing docs will be sent here)	

### PROPERTY DATA

Street Address	City	ZIP	County	Appraised Value
PIN	New Construction?...YES NO	Targeted Area?...YES NO	Number Of Units?	

### HOUSEHOLD AND INCOME DATA

1. Borrower Martial Status	2. Total Household Members	3. Total Household Income			
4. Non Borrowing Spouse (Full Name).....					
5. Are/Were any borrower exempt from filing federal income taxes?.....					
6. If item 5 is yes, which years were not filed?.....YR1: YR2: YR3:					
HH Occ. 1 – Full Name	Age	Primary Borrower Relationship	HH Occ. 4 – Full Name	Age	Relationship
HH Occ. 2 – Full Name	Age	Relationship	HH Occ. 5 – Full name	Age	Relationship
HH Occ. 3 – Full Name	Age	Relationship	HH Occ. 6 – Full name	Age	Relationship

### STUDENT LOANS

INSTRUCTIONS: List every student loan for all borrowers whether or not it is being paid in connection with program funds. **One borrower (at minimum) must have their loans paid in full by the 15% SmartBuy assistance or in combination with non-IHDA borrower funds/credits.** If the assistance does not cover the full balance, the borrower must pay the difference or opt out of utilizing any of the 15% SmartBuy assistance toward their student loans. If any borrower's debt is not being paid by the SmartBuy assistance (partially or in full), enter the payoff amount as \$0. Lenders must include a valid payoff for each debt using SmartBuy Assistance and list them as paid on the final closing disclosure.

	Borrower OR Coborrower	Name of Lender/Creditor	Account Number	Mthly Payment	Mos Left	Unpaid Balance	Payoff Amt	Payoff Exp. Date
1.	B CB CB2							
2.	B CB CB2							
3.	B CB CB2							
4.	B CB CB2							
5.	B CB CB2							
6.	B CB CB2							
7.	B CB CB2							
8.	B CB CB2							
9.	B CB CB2							
10.	B CB CB2							
11.	B CB CB2							
12.	B CB CB2							
13.	B CB CB2							
14.	B CB CB2							
15.	B CB CB2							
16.	B CB CB2							
17.	B CB CB2							
18.	B CB CB2							
19.	B CB CB2							
20.	B CB CB2							

### DETAILS OF TRANSACTION

Click calculate to re-total when updating amounts!

1.	Final Purchase Price	
2.	1 <sup>st</sup> Mortgage Amount (including UFMIP, PMI)	
3.	Total Educational Liabilities (section 1-20, click calculate to total)	
4.	Closing Costs and Fees (include taxes due)	
5.	Borrower Funds Applied to Education Loans	
6.	Credits (borrower funds not applied to education loans, gift funds, pre-pays, seller credit, tax prorrations, etc.) NO DPA	
7.	IHDA \$5k SmartBuy Down Payment Assistance	
8.	SmartBuy 15% Education Assistance (See SmartBuy Calculator)	
9.	FINAL BALANCE (negative = short to close)	

REMINDER: Borrowers can leave the table with \$250 plus anything above and beyond the borrower's minimum investment of 1% or \$1,000, whichever is greater (all other funds should be used for principal reduction).

### SMARTBUY CALCULATOR

Total Educational Debt.....  
 SmartBuy Assistance (15% up to \$40k).....  
 Borrower Funds Applied.....

Click calculate to verify totals! **Balance** (must be \$0 to be compliant)



## FILE DATA

Borrower Name:

Closing Date:

IHDA Loan No.:

Loan Type:

## LENDER DATA

Lender Name:

File Contact Name:

File Contact Email:

## PRE - CLOSE ITEMS REQUIRED

1. Completed SmartBuy Pre-Close Submission Cover
2. Completed/signed Student Loan Attestation (auto filled by submission cover)
3. SmartBuy Checklist
4. IHDA Borrower Affidavit
5. IHDA Initial Recapture
6. IHDA Certification of Income
7. U.S. Bank Authorization
8. IHDA Tax Code Certification
9. IHDA income calculator
10. All of the most recent income documentation (i.e., paystubs, child support, etc.)
11. Payoff statements for all student loans (within 30 days of closing)
12. Copies of most recent student loan monthly statements
13. Credit report
14. Sales Contract and any addendum
15. Copy of 1003 (with most current assets and liabilities listed)
16. AUS results - In DU,
  - The existing student loan(s) marked as "paid at closing"
  - The Student Debt that is being covered in the SmartBuy transaction would be input as "unsecured, no payment, forgivable personal loan"

**Please Note:** It will take up to 10 days for IHDA to review the pre-close package. If any items are updated after IHDA's pre-close review, you must submit for pre-close approval. The 10-day clock will restart IHDA review if a second review is needed.

## CLOSING ITEMS REQUIRED

*If any items are found to be missing during the post close review, the file will be suspended.*

1. Completed SmartBuy Post Close Submission Cover
2. SmartBuy Checklist
3. SmartBuy 2nd Mortgage
4. SmartBuy 2nd Note
5. IHDA Mortgage Rider
6. SmartBuy Signed Servicing Letter
7. IHDA Impact Assistance Letter
8. IHDA Final Recapture
9. Copy of Wire or Check to the applicable Student Loan Companies
10. Copy of Wire or Check for any applicable borrower funds needed for loan payoff
11. All agency required documents as listed on the IHDA Delivery Checklist, as applicable
12. Signed Guaranty Letter (*released by IHDA staff in TPO Connect*)
13. Signed Promissory Note (*released by IHDA staff in TPO Connect*)
14. Signed Deed Restriction (*released by IHDA staff in TPO Connect*)

## NOTES

# Illinois Housing Development Authority

*SmartBuy Program*

## STUDENT LOAN ATTESTATION

Borrower name.....

Street Address..

Co-Borrower Name.

City.....

Co-Borrower Name.

ZIP Code.....

### INSTRUCTIONS:

List all student loans belonging to the Borrower(s) to be paid off with the Illinois Housing Development Authority ("IHDA") Mortgage SmartBuy Program ("Program") funds or in combination with borrower's own funds. The sum of all student loan obligations belonging to the Borrower must be paid off at closing of the Program loan, using the Program funds or the borrower's own funds. Co-borrowers may elect to leave their student loan obligations outstanding. However, a partial payoff of student loans, belonging to Borrower or Co-borrower, using the Program funds is not allowed unless the remaining balance of the student loan obligation is to be paid off with the borrower's own funds at closing of the Program loan.

All items must be reviewed, investigated, and evaluated by the lender to whom you submitted your mortgage loan application (the "Lender") and its respective agents. This Student Loan Attestation must be signed by all borrowing parties.

### 1. STUDENT LOAN ATTESTATION

This Student Loan Attestation shall be considered part of the application for the loan, and is incorporated therein. If any statement made by you in this attestation is false, the mortgage loan made to you will not be eligible for the single family mortgage purchase program of IHDA, and in such event the outstanding principal balance of the mortgage loan may be declared immediately due and payable.

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 attestation (Title 18 United States Code, Section 1014). Read this attestation carefully to be sure the information in it is true and complete before signing this form. All questions must be answered completely. If any question is not applicable, answer "N/A." The information provided in this attestation is subject to verification by IHDA, the Lender, and their respective agents.

### 2. STUDENT LOAN OBLIGATIONS

The undersigned, hereinafter collectively referred to as "the Borrower," affirms as follows:

In connection with my application to the IHDA Mortgage SmartBuy Program, I declare the following student loan obligations exist or are expected to exist at the time of closing. I acknowledge knowingly withholding information of undisclosed student loan obligations may constitute mortgage fraud. If this Student Loan Attestation is executed more than 90 days prior to the Closing Date of the purchase of the property, I agree to update and recertify the accuracy of the information in this Attestation within 90 days prior to such Closing Date. I/we hereby certify that, to the best of my knowledge, the following accounts reflect the totality of all student loans I/we are obligated to:

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1) [

	Borrower	Coborrower	Coborrower 2
Account Number	Creditor Name		Debtor
Unpaid Balance	Monthly Payment	Months Left	Payoff Amt.   Payoff Exp. Date

2) [

	Borrower	Coborrower	Coborrower 2
Account Number	Creditor Name		Debtor
Unpaid Balance	Monthly Payment	Months Left	Payoff Amt.   Payoff Exp. Date

3) [

	Borrower	Coborrower	Coborrower 2
Account Number	Creditor Name		Debtor
Unpaid Balance	Monthly Payment	Months Left	Payoff Amt.   Payoff Exp. Date

4) [

	Borrower	Coborrower	Coborrower 2
Account Number	Creditor Name		Debtor
Unpaid Balance	Monthly Payment	Months Left	Payoff Amt.   Payoff Exp. Date

5) [

	Borrower	Coborrower	Coborrower 2
Account Number	Creditor Name		Debtor
Unpaid Balance	Monthly Payment	Months Left	Payoff Amt.   Payoff Exp. Date

6) [

	Borrower	Coborrower	Coborrower 2
Account Number	Creditor Name		Debtor
Unpaid Balance	Monthly Payment	Months Left	Payoff Amt.   Payoff Exp. Date

7) [

	Borrower	Coborrower	Coborrower 2
Account Number	Creditor Name		Debtor
Unpaid Balance	Monthly Payment	Months Left	Payoff Amt.   Payoff Exp. Date

## 2. STUDENT LOAN OBLIGATIONS (cont.)

8)	Account Number		Creditor Name		Borrower	Coborrower	Coborrower 2	Debtor
	Unpaid Balance		Monthly Payment	Months Left	Payoff Amt.	Payoff Exp. Date		

9)	Account Number		Creditor Name		Borrower	Coborrower	Coborrower 2	Debtor
	Unpaid Balance		Monthly Payment	Months Left	Payoff Amt.	Payoff Exp. Date		

10)	Account Number		Creditor Name		Borrower	Coborrower	Coborrower 2	Debtor
	Unpaid Balance		Monthly Payment	Months Left	Payoff Amt.	Payoff Exp. Date		

11)	Account Number		Creditor Name		Borrower	Coborrower	Coborrower 2	Debtor
	Unpaid Balance		Monthly Payment	Months Left	Payoff Amt.	Payoff Exp. Date		

12)	Account Number		Creditor Name		Borrower	Coborrower	Coborrower 2	Debtor
	Unpaid Balance		Monthly Payment	Months Left	Payoff Amt.	Payoff Exp. Date		

13)	Account Number		Creditor Name		Borrower	Coborrower	Coborrower 2	Debtor
	Unpaid Balance		Monthly Payment	Months Left	Payoff Amt.	Payoff Exp. Date		

14)	Account Number		Creditor Name		Borrower	Coborrower	Coborrower 2	Debtor
	Unpaid Balance		Monthly Payment	Months Left	Payoff Amt.	Payoff Exp. Date		

## 2. STUDENT LOAN OBLIGATIONS (cont.)

15)	Account Number		Creditor Name		Borrower	Coborrower	Coborrower 2	Debtor
	Unpaid Balance		Monthly Payment	Months Left	Payoff Amt.	Payoff Exp. Date		

16)	Account Number		Creditor Name		Borrower	Coborrower	Coborrower 2	Debtor
	Unpaid Balance		Monthly Payment	Months Left	Payoff Amt.	Payoff Exp. Date		

17)	Account Number		Creditor Name		Borrower	Coborrower	Coborrower 2	Debtor
	Unpaid Balance		Monthly Payment	Months Left	Payoff Amt.	Payoff Exp. Date		

18)	Account Number		Creditor Name		Borrower	Coborrower	Coborrower 2	Debtor
	Unpaid Balance		Monthly Payment	Months Left	Payoff Amt.	Payoff Exp. Date		

19)	Account Number		Creditor Name		Borrower	Coborrower	Coborrower 2	Debtor
	Unpaid Balance		Monthly Payment	Months Left	Payoff Amt.	Payoff Exp. Date		

20)	Account Number		Creditor Name		Borrower	Coborrower	Coborrower 2	Debtor
	Unpaid Balance		Monthly Payment	Months Left	Payoff Amt.	Payoff Exp. Date		

### 3. PAYOFF OF STUDENT LOANS PROVISION

I/We, understand and meet the following specific requirements under the Program. We hereby attest and affirm that:

- a) This student loan attestation represents all student loan obligations belonging to Borrower and any Co-Borrowers.
- b) In connection with the Program, all of Borrower's student loans and Co-Borrower's student loans if utilizing Program funds to pay off his/her student loans, must be paid off at the time of closing via:
  - i. The Program funds, or
  - ii. Borrower's own funds, or
  - iii. A combination of Borrower's funds, Co-Borrower's funds, and the Program funds.
- c) Any student loans belonging to the Borrower or Co-Borrower(s) left unpaid after closing and after utilizing Program funds to constitute a partial payoff of student loans shall render the loan non-compliant and ineligible for delivery to IHDA.

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#### BORROWER SIGNATURES

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Borrower Signature

Date

Co-Borrower Signature

Date

Print Borrower Name

Print Co-Borrower Name

Co-Borrower Signature

Date

Print Co-Borrower Name

NOTARY MUST EXECUTE FOLLOWING  
~ A C K N O W L E D G E M E N T ~

STATE OF

COUNTY OF

I , a Notary Public in and for the said county and State, do hereby certify that

personally known to me as the same person(s) whose name(s) is/are subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that they signed and delivered the said instrument as their free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and official seal this

day of

Notary Seal

My Commission Expires (Seal)

Notary Public Signature

SB-059.1



# Illinois Housing Development Authority

## BORROWER AFFIDAVIT

### INSTRUCTIONS:

Complete item #1. The remaining items must be reviewed, investigated and evaluated by the lender to whom you submitted your mortgage loan application (the "Lender") and its respective agents. The Borrower Affidavit must be executed by the Borrower(s) (and non-borrowing spouse, as applicable) and duly notarized as required.

### BORROWER AFFIDAVIT

This Borrower Affidavit shall be considered part of the application for the loan, and is incorporated therein. If any statement made by you in this affidavit is false, the mortgage loan made to you will not be eligible for the single family mortgage purchase program of the Illinois Housing Development Authority ("IHDA") and in such event the outstanding principal balance of the mortgage loan may be declared immediately due and payable.

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. If any question is not applicable, answer "N/A." The information provided in this affidavit is subject to verification by IHDA, the Lender, and their respective agents.

The undersigned, hereinafter collectively referred to as "the Borrower," affirms as follows:

1. The Borrower is purchasing the property located at:

Street Address:

City:

Zip Code:

County:

State: Illinois

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

1. The Borrower intends to occupy the Property as the Borrower's principal residence promptly after closing of the Mortgage loan but in no event more than sixty (60) days after such closing.
2. The Borrower has no present intent to lease, sell, assign or transfer any interest of the Borrower in the Property to another person or entity.
3. The Borrower has not entered into any agreements, understanding or other arrangement to lease, sell, assign or transfer the referenced Property.

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4. If the Residence is a two, three or four-family residence, (a) the Borrower will occupy one unit of the Property, and (b) the Property will have been first occupied as a residence at least five years prior to the execution of the mortgage securing the Mortgage Loan. [**Note:** subparagraph (b) of this Paragraph does not apply if (i) the Property is a new construction or (ii) the Property is located in a “targeted area” identified by the Lender and the Borrower’s income meets the targeted area guidelines identified by the Lender.]
5. The Borrower does not now and does not intend to use more than fifteen percent (15%) of the total area of the Property primarily in a trade or business in a manner which would permit the Borrower to take a deduction for any portion of the costs of the Property for expenses incurred in connection with such trade or business use of the Property on the Borrower’s federal income tax return.\* No portion of the Residence is specifically designed for any commercial use.  
*\* For at-home day care, less than 15% of the residence is used regularly and exclusively for the business.*
6. The Borrower does not now and does not intend to use the Property as an investment Property (except with respect to the rental of a unit in a two, three or four-unit residence) or as a recreational home.
7. **APPLICABLE TO FIRST TIME HOME BUYERS ONLY.** During the last three (3) years the Borrower did not have any present ownership interest in a principal residence including an interest in a factory-made house, such as a mobile home permanently affixed to land owned by the Borrower. The Borrower understands that “present ownership interest” includes the following types of interest:
  - (i) a fee simple interest,
  - (ii) a joint tenancy, a tenancy in common or tenancy by the entirety,
  - (iii) the interest of a tenant-stockholder in a cooperative,
  - (iv) a life estate,
  - (v) a contract to purchase residential real estate, or
  - (vi) an interest held in a trust established by Borrower or some other person. The Borrower further understands that a “present ownership interest” does not include
  - (vii) a remainder interest,
  - (viii) an ordinary lease, with or without an option to purchase,
  - (ix) a mere expectancy to inherit an interest in a principal residence, (i.e.) the interest that a purchaser of a residence acquires on the execution of a purchase contract, and
  - (x) an interest in other than a principal residence during the previous three years. [This provision does not apply if the Borrower is a qualified veteran or if the Property is located in a “targeted area” identified in materials provided to the Lender by IHDA.]
8. A true and correct copy of the complete agreement with the Property Seller for the purchase of the Property and copies of complete documentation of rehabilitation or repair work, if any, completed on the Property on behalf of the Borrower has been provided to the Lender and the Purchase Price and the total rehab costs stated therein are true, correct and complete as stated.
9. The Borrower has not assumed or incurred any indebtedness to anyone relating to the acquisition of the Property other than to the Property Seller and those entities, if any, responsible for the rehabilitation work as shown in the agreements referred to in paragraph 9 hereof.
10. With respect to the Acquisition Cost of the Property, the price stated in the agreement between the Borrower and the Property Seller of the Property is true and correct and represents the complete

agreement between the purchaser or purchasers (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) with respect to the Purchase Price including the price of all fixtures. Any indebtedness assumed or incurred by the mortgagor or anyone active on his or her behalf directly or indirectly (including any special assessments) has been disclosed, in writing, to the Lender.

11. The Property is a completed residential unit. If the Property is existing housing, no repair or rehabilitation to the Property is necessary (other than as may be documented pursuant to paragraph 9 above) to bring the Property into compliance with industry accepted underwriting standards. If the Property is new construction, no additional work is necessary to complete the Property so as to permit occupancy under local law or to finish the Property to the extent normally provided by the builder.
12. The Borrower is using the proceeds of the Mortgage loan for the purpose of acquiring the Property and, if applicable, to complete rehabilitation and repair of the property and not for the repayment or refinancing of existing mortgages or debts other than
  - (a) construction period loans, or
  - (b) a bridge loan or similar temporary initial financing which had a term of twenty-four (24) months or less. The Borrower understands that conditional land sale contracts or leases with an option to purchase are considered existing loans or mortgages for purposes of this Paragraph.
13. 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 Property. If the purchase agreement with the Property Seller described in paragraph 9 is inconsistent with this representation, those provisions in the purchase agreement do not reflect the intention of the Borrower and the Property Seller, as evidenced by paragraph 4 of the Property Seller Affidavit, in which the Property Seller 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.
14. The Borrower has provided the Lender with true and correct signed copies of his or her federal income tax returns for the last three (3) years as filed with the Internal Revenue Service or as certified in accordance with the procedures set forth in Section 6103, Internal Revenue Code of 1986, as amended; or in lieu thereof, was not required to file a federal income tax return for one or more of the preceding three (3) years. The Borrower will provide to the Lender tax returns due after the date of this Affidavit but on or before the Closing Date not later than the date the Borrower files such tax returns. If the Borrower files an extension request for a tax return due after the date of this Affidavit, the Borrower will provide to the Lender, not later than the date it files such extension request, a copy of such extension request.
15. The Borrower agrees to notify IHDA immediately in the event that he or she vacates the Property, and to keep IHDA informed of his or her current mailing address.
16. The Borrower will not unreasonably withhold his or her consent to any inspection of the Property (the exterior and interior thereof) conducted by the Lender or its agents and/or IHDA or its agent, for the purpose of verifying the truth of any of the statements contained in this Borrower Affidavit, provided the inspection is conducted at a reasonable time and in a reasonable manner.

17. If the Property residence is prefab or manufactured housing or any other factorymade building, it is permanently affixed to land owned by the Borrower by way of foundation and is taxed as real property.
18. All of the land upon which the Property residence is located, or (in the case of new construction) is to be located, is for the purposes of the residence and is not specifically designed for commercial use or to generate income. If the land exceeds any minimum lot size for zoning purposes by an amount sufficient to subdivide the property without a zoning variance, the Borrower will not
  - (a) subdivide or otherwise sell any of the land on which the Property residence is located (except in conjunction with a future sale of the Property) or
  - (b) seek any variance from applicable zoning, minimum lot size or set-back requirements in order to subdivide the land.
19. The Borrower made no material misstatements in connection with the application for the Mortgage loan evidenced by the Note and Mortgage.
20. The Borrower has duly executed FNMA Form 1003/FHLMC Form 65, Residential Loan Application, and HUD Form 92900 (HUD-FHA Application for Insurance under the National Housing Act) or VA Form 26-1802A (VA Application for Home Loan Guaranty), as applicable, within the four (4) month period ending on the date of the closing of the Mortgage loan, states that all information on the applicable form was true and correct as of the date of execution, and states that on said form all sources of Borrower income have been disclosed and recited, including salary, commissions, bonuses, earnings from part-time employment, interest, dividends, tips, gains on sales of securities, annuities, pensions, royalties, Veterans Administration compensation, net rental income from all sources, alimony, child support, public assistance, sick pay, Social Security benefits, income received from business activities or investments, estate or trust income, unemployment compensation and miscellaneous income.

**BORROWER SIGNATURES**  
NOTARY MUST EXECUTE PAGE FOLLOWING

Borrower Signature	Date	Co-Borrower Signature	Date
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Print Borrower Name	Print Co-Borrower Name
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Non-Borrowing Spouse Signature	Date	Co-Borrower Signature	Date
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Print Non-Borrowing Spouse Name	Print Co-Borrower Name
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**HO-012.1**

~ A C K N O W L E D G E M E N T ~

STATE OF }

COUNTY OF }

I , a Notary Public in and for the said county and State, do hereby certify that

personally known to me as the same person(s) whose name(s) is/are subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that they signed and delivered the said instrument as their free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and official seal this                      day of                      .

(Seal)

My Commission Expires

Notary Public (signature)

**HO-012.1**

**Illinois Housing Development Authority**  
**NOTICE OF RECAPTURE TAX ON SALE OF HOME**  
**- M R B -**

To: Prospective homebuyers who may be planning to apply for a mortgage loan under the Illinois Housing Development Authority's First Time Homebuyer Program.

The Illinois Housing Development Authority's First Time Homebuyer Program is made possible by provisions of the Internal Revenue Code that allow the Authority to issue what are customarily referred to as "tax-exempt bonds." By issuing bonds, the Authority can provide financing for mortgage loans.

The Internal Revenue Code includes a restriction relating to such mortgage loans. The Federal government treats homebuyers who purchase a residence with mortgage loans financed with proceeds of tax-exempt bonds as having received a "subsidy". This means that, subject to certain exceptions, if a homebuyer who has received a loan financed with proceeds of tax-exempt bonds sells the residence within nine (9) years of purchase this subsidy may be "recaptured".

The recapture is accomplished by an increase in your federal income tax for the year in which you sell your home. The recapture only applies, however if you sell your home at a gain and if your income increases above specified levels.

The Authority will provide you with additional information reflecting the calculation of the recapture tax at closing or shortly after closing on the purchase of your residence.

**IF YOU DO NOT UNDERSTAND THIS NOTICE, OR IF YOU HAVE ADDITIONAL QUESTIONS ABOUT RECAPTURE, YOU MAY WANT TO CONSULT YOUR ATTORNEY, A TAX ADVISER OR THE LOCAL OFFICE OF THE INTERNAL REVENUE SERVICE.**

I (We) have read this Notice to Homebuyers, and I (We) have received a signed copy of this Notice for my (our) records.

Buyer Signature

Date

Buyer Print Name

Buyer Signature

Date

Buyer Print Name

Buyer Signature

Date

Buyer Print Name

**HO-034.1**

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# Illinois Housing Development Authority

## CERTIFICATION OF INCOME

This SIGNED form is to be submitted to the Illinois Housing Development Authority ("Authority"); original must be retained by lender.

Borrower Name..... Street Address..

Co-Borrower Name. City.....

Program Name.....SmartBuy..... ZIP Code.....

The undersigned certifies that:

- 1) This Certification of Income is being delivered in connection with the undersigned's application for funds in connection with the above referenced Program.
- 2) The following individuals, including those liable or secondarily liable on the Note, will occupy the property/unit/home listed above:

OCCUPANT	RELATIONSHIP	AGE
A.	Primary Borrower	
B.		
C.		
D.		
E.		
F.		
G.		
H.		

- 3) The total ANNUAL Household Income (counting only the income of those in the household that are liable, or secondarily liable, on the Note) as of the date of application is as follows:

I certify that the information above is true and complete to the best of my knowledge on the date hereof. If this Certification of Income is executed more than 90 days prior to the Closing Date of the purchase of the property/unit/home, I agree to update and recertify the accuracy of the information in this Certificate within 90 days prior to such Closing Date.

Borrower Signature Date

Co-Borrower Signature Date

Co-Borrower Signature Date

HO-007.1





## **Explanation: U.S. Bank's Borrower Release of Authorization of Private Information Form**

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When your loan is purchased by U.S. Bank, Housing Finance Authority Division (HFA), acting as Illinois Housing Development Authority's Loan Servicer, borrowers are notified by U.S. Bank HFA Division for loan payment collection.

In addition, Illinois Housing Development Authority (IHDA) requires borrowers who receive an IHDA loan to complete U.S. Bank HFA's required *Borrower Authorization of Release of Private Information* form. This form permits U.S. Bank HFA, the Loan Servicer, to share necessary data pertaining to the borrower/co-borrower and loan transaction with IHDA.

If the loan is not purchased by U.S. Bank HFA acting as IHDA's Loan Servicer, no data will be shared between the originating lender and U.S. Bank HFA.



usbank.com

## **Borrower Authorization of Release of Private Information**

The undersigned Borrower and Co-Borrower, if any, (individually and collectively, "Borrower" or "I") authorize U.S. Bank National Association, and its successors and assigns ("U.S. Bank"), to disclose, share, release, communicate, and provide to and with Illinois Housing Development Authority ("Third Party") private information and documentation (collectively, "Information") contained in or related to my mortgage loan, which is identified below. This Information may include, but is not limited to, my name, address, telephone number, social security number, FICO score, loan data, credit report, income, government monitoring information, loss mitigation application status, account balances, program eligibility, reports, and payment activity, including delinquencies. I understand that some or all of the Information is classified as private information with regard to an individual. I understand that it may be necessary for Third Party to have access to my Information in order to effectively manage Third Party's loan programs.

I have read and understand U.S. Bank's Privacy Pledge which is attached to this Authorization. I am aware that U.S. Bank is committed to compliance with its Privacy Pledge and with the Privacy of Consumer Financial Information (Regulation P) Gramm-Leach-Bliley Act (GLBA), the Fair Credit Reporting Act (FCRA) and other legal requirements relating to the privacy and security of my Information.

I understand that U.S. Bank will take reasonable steps to verify the identity of Third Party before releasing my Information to Third Party, but U.S. Bank has no responsibility or liability to verify the identity of Third Party or what Third Party will do with my Information provided by U.S. Bank. I agree to indemnify and hold U.S. Bank harmless in the event Third Party misuses my Information provided to Third Party by U.S. Bank.

This authorization will not be valid unless I sign the authorization and will remain in effect until I revoke it in writing and deliver my revocation to U.S. Bank.

Loan No.:

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Property Address:

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Borrower Name:

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Co-Borrower Name:

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Borrower Signature:

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Co-Borrower Signature:

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Date:\_\_\_\_\_

Date:\_\_\_\_\_

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## FACTS

### WHAT DOES U.S. BANK DO WITH YOUR PERSONAL INFORMATION?

Why?	Financial companies choose how they share your personal information. Federal law gives consumers the right to limit some but not all sharing. Federal law also requires us to tell you how we collect, share, and protect your personal information. Please read this notice carefully to understand what we do.
What?	The types of personal information we collect and share depend on the product or service you have with us. This information can include: <ul style="list-style-type: none"> <li>■ Social Security number and income</li> <li>■ account balances and payment history</li> <li>■ transaction history and credit history</li> </ul>
How?	All financial companies need to share customers' personal information to run their everyday business. In the section below, we list the reasons financial companies can share their customers' personal information; the reasons U.S. Bank chooses to share; and whether you can limit this sharing.

Reasons we can share your personal information	Does U.S. Bank share?	Can you limit this sharing?
<b>For our everyday business purposes—</b> such as to process your transactions, maintain your account(s), respond to court orders and legal investigations, or report to credit bureaus	Yes	No
<b>For our marketing purposes—</b> to offer our products and services to you	Yes	No
<b>For joint marketing with other financial companies</b>	No	We don't share
<b>For our affiliates' everyday business purposes—</b> information about your transactions and experiences	Yes	No
<b>For our affiliates' everyday business purposes—</b> information about your creditworthiness	Yes	Yes
<b>For nonaffiliates to market to you</b>	No*	We don't share

To limit our sharing	<ul style="list-style-type: none"> <li>■ Call 800-370-8580—our menu will prompt you through your choice or</li> <li>■ Visit us online: <a href="http://www.usbank.com/privacy">http://www.usbank.com/privacy</a> and tell us your preference on the "Exercise Your Privacy Choice" page.</li> </ul> <p><b>Please note:</b> If you are a <i>new</i> customer, we can begin sharing your information 30 days from the date we sent this notice. When you are <i>no longer</i> our customer, we continue to share your information as described in this notice.</p> <p>However, you can contact us at any time to limit our sharing.</p>
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To limit our direct marketing	<p><b>Please note:</b> We may contact our existing customers by mail, telephone, or email to offer additional financial products or services including products and services offered by nonaffiliates that we believe may be of interest to you. You may direct us not to send you such offers.</p> <ul style="list-style-type: none"> <li>■ To limit our direct marketing to you by mail or telephone, please call 800-370-8580—our menu will prompt you through your choices, or visit us online: <a href="http://www.usbank.com/privacy">http://www.usbank.com/privacy</a> and tell us your preference on the "Exercise Your Privacy Choice" page.</li> <li>■ To limit our direct marketing to you by e-mail, visit us online: <a href="http://www.usbank.com/privacy">http://www.usbank.com/privacy</a> and tell us your preference on the "Email Preferences" page.</li> </ul>
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Questions?	Call 800-872-2657 or go to <a href="http://usbank.com">usbank.com</a>	HO-002.1
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## Who we are

### Who is providing this notice?

Companies with the U.S. Bank and U.S. Bancorp names and other affiliates. Please see below for a list of other affiliates that do not have a U.S. Bank or U.S. Bancorp name.

Except for California, North Dakota and Vermont residents, a different notice applies to customers who leased or purchased a vehicle and obtained U.S. Bank financing directly through a dealership. That notice from U.S. Bank—Dealer Financial Services is available online at <http://www.usbank.com/privacy> or by calling 800-437-9497.

## What we do

### How does U.S. Bank protect my personal information?

To protect your personal information from unauthorized access and use, we use security measures that comply with federal law. These measures include computer safeguards and secured files and buildings.

### How does U.S. Bank collect my personal information?

We collect your personal information, for example, when you

- open an account or apply for a loan
- use your credit or debit card or make deposits or withdrawals from your account
- tell us about your investment or retirement portfolio

We also collect your personal information from others, such as credit bureaus, affiliates, or other companies.

### Why can't I limit all sharing?

Federal law gives you the right to limit only

- sharing for affiliates' everyday business purposes—information about your creditworthiness
- affiliates from using your information to market to you
- sharing for nonaffiliates to market to you

State laws and individual companies may give you additional rights to limit sharing. See below for more on your rights under state law.

### What happens when I limit sharing for an account I hold jointly with someone else?

Your choices will apply individually—unless you tell us otherwise.

## Definitions

### Affiliates

Companies related by common ownership or control. They can be financial and nonfinancial companies.

- *Our affiliates include companies with a U.S. Bank and U.S. Bancorp name; financial companies such as U.S. Bank National Association and U.S. Bancorp Investments, Inc.*

### Nonaffiliates

Companies not related by common ownership or control. They can be financial and nonfinancial companies.

- *U.S. Bank does not share with nonaffiliates so they can market to you*

### Joint marketing

A formal agreement between nonaffiliated financial companies that together market financial products or services to you.

- *U.S. Bank doesn't jointly market*

Other important information

You may have other privacy protections under applicable state laws. To the extent these state laws apply, we will comply with them when we share information about you.

**For California residents:** In accordance with California law, we will not share information we collect about you with companies outside of our corporate family, except as permitted by law, including, for example, with your consent or to service your account. We will limit sharing among our companies to the extent required by California law.

**For Vermont residents:** In accordance with Vermont law, we will not share information we collect about you with companies outside of our corporate family, except as permitted by law, including, for example with your consent or to service your account. We will not share information about your creditworthiness within our corporate family except with your authorization or consent, but we may share information about our transactions or experiences with you within our corporate family without your consent.

**For Nevada residents:** We may contact our existing customers by telephone to offer additional financial products that we believe may be of interest to you. You have the right to opt out of these calls by adding your name to our internal do-not-call list. To opt out of these calls, or for more information about your opt out rights, please contact our customer service department. You can reach us by calling 800-USBANKS (800-872-2657), clicking the “Email Us” link at [usbank.com/privacy](https://usbank.com/privacy), or writing to P.O. Box 64490, St. Paul, MN 55164. You are being provided this notice under Nevada state law. In addition to contacting U.S. Bank, Nevada residents can contact the Nevada Attorney General for more information about your opt out rights by calling 702-486-3132, emailing [aginfo@ag.nv.gov](mailto:aginfo@ag.nv.gov), or by writing to:

Office of the Attorney General, Nevada Department of Justice, Bureau of Consumer Protection  
100 North Carson Street, Carson City, NV 89701-4717

Additional U.S. Bancorp affiliates

The Miami Valley Insurance Company	Mississippi Valley Company
Red Sky Risk Services, LLC	

\*Please keep in mind that, as permitted by applicable law, if you have a private label credit card account with us, we share information about you with our financial or retail partners in connection with maintaining and servicing your account, including for that financial or retail partner to market to you. Federal law does not give you the right to limit this sharing.

**Illinois Housing Development Authority**  
**LENDER TAX CODE COMPLIANCE CERTIFICATION**

LENDER CERTIFICATION:

I certify that I, \_\_\_\_\_ (lender) have reviewed pertinent documentation for:

*Borrower*

*Co-borrower*

*Co-borrower*

Borrower(s) and have determined that total household income is below applicable county limit, purchase price is below applicable county limit, property is a qualified dwelling meeting Illinois Housing Development Authority's (IHDA) requirements, and where applicable, buyer (and spouse if applicable) is a first time home buyer (or exempt).

I hereby acknowledge that the checklist provided by IHDA was utilized in part to determine eligibility and approval of buyer(s) for IHDA's program, and that the checklist is not the sole source of information in determining program eligibility. Signing this certification does not negate the need to read and understand the IHDA procedural guide.

**Reviewed by:**

*Lender Authorized signature*

on

*Date*

*Print Signee's Name*

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