

AFFIDAVIT OF HOME SELLER

STATE OF KANSAS )
COUNTY OF )
CITY OF )

THE UNDERSIGNED (HEREINAFTER REFERRED TO AS THE "SELLER", WHETHER ONE OR MORE PARTIES), HAVING FIRST BEEN DULY SWORN UPON OATH, DOES HEREBY DEPOSE AND STATE AS FOLLOWS:

SELLER UNDERSTANDS THE FALSIFICATION OF THIS AFFIDAVIT IN ANY WAY MAY RESULT IN ALL AMOUNTS BORROWED FROM KANSAS HOUSING RESOURCES CORPORATION (KHRC) THROUGH THE HOME PROGRAM ADMINISTERED BY THEM, BECOMING IMMEDIATELY DUE AND PAYABLE. SELLER IS AWARE THAT ALL FACTS RECITED IN THIS AFFIDAVIT WILL BE INDEPENDENTLY VERIFIED AND THAT INTENTIONAL FALSIFICATION OF THIS AFFIDAVIT MAY SUBJECT THE UNDERSIGNED TO CRIMINAL PROSECUTION.

FURTHER THAT:

- 1. Seller is selling a residence (the "Residence") located at:

Street: \_\_\_\_\_

City and County of : \_\_\_\_\_

State of: Kansas

To (Name of Purchaser (s)):

\_\_\_\_\_

(hereinafter the "Purchaser", whether one or more parties)

- 2. The First Mortgage Lender (the "Lender") is:

\_\_\_\_\_

- 3. Seller understands that KHRC is assisting in the financing of the purchase of the above Residence with a soft second mortgage loan (the KHRC HOME Loan"), made available by Federal Funds, (hereinafter referred to as the "HOME Funds"), provided through the provisions of the National Affordable Housing Act of 1990, HOME Investment Partnerships Program, and pursuant to the federal and KHRC rules and regulations promulgated thereunder (herein said act, program, rules and regulations collectively referred to as the "HOME Program"), which HOME Program is being administered for the State of Kansas by KHRC. As a Seller, the undersigned shall receive certain benefits from this financing, in consideration for which, the undersigned is signing and delivering to Lender and KHRC this affidavit.

- 4. Such Residence is a one-family Residence at the time of the execution of this Affidavit, and has not been custom built for the purchaser.

- 5. Seller understands and has been informed that the appraised value assigned to the Residence is \$\_\_\_\_\_. Seller also certifies and declares that it is understood that the selling price may be below this fair market value.

6. **CROSS OUT THE TWO STATEMENTS THAT DO NOT APPLY TO YOUR PROPERTY AND INITIAL NEXT TO THE CORRECT STATEMENT IN THE MARGIN:**

Initial Below

- (a) Such Residence has not been rented to or occupied by a tenant at any time during the three (3) month period preceding the date the purchase contract.
- (b) Such Residence has been occupied by the Purchaser during the three (3) months immediately preceding the date of the purchase contract and to no other tenant other than the Purchaser during said three (3) month period.
- (c) Such Residence has been occupied by a tenant (for an agreed upon amount or without charge, regardless of a written agreement) other than the Purchaser during the three (3) month period preceding the date of the purchase contract.

Seller hereby certifies and declares, under penalty of perjury, that all of the foregoing statements are, to the best of Seller's knowledge and belief, true, correct and complete.

**USE BLUE INK:**

\_\_\_\_\_  
Seller

\_\_\_\_\_  
Seller

Subscribed and sworn to before me this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

\_\_\_\_\_  
Notary Public

My Commission Expires:

\_\_\_\_\_