Help Kansans Unlock Home!
First Time Homebuyer Program

New & Seasoned
Mortgage Lender Training

Kansas Housing Resources Corporation
Lender Support is Vital

- **Tell** customers about FTHB
- **Provide** assurance and support
  - FTHB is real help!
- **Help** them collect needed documents
- **Provide First Mortgage Loan**
- **Process Second Mortgage Paperwork**
- **Conduct Closing**
- Funds have not been exhausted years
- More than $700,000 available each year

No Cost to Participate

LENDERS YOUR HELP DELIVERS HOPE

No Servicing of Second Mortgage
HOME Investment Partnerships Program

- Federally funded HOME Program administered by State of Kansas
- Funds are intended to increase homeownership and expand affordable housing.
- Available **statewide except** areas that receive their own HOME funds (Johnson County or the city limits of Kansas City, Topeka, Lawrence or Wichita)
Other Kansas Homebuyer Programs

FHA SINGLE FAMILY MORTGAGE PROGRAMS
FHA's Single Family mortgage programs help prospective homebuyers and current homeowners finance or refinance a home for purchase, renovations or repairs, energy-efficiency improvements, new construction, and more. Learn about the most used mortgage programs that meet the various housing needs of individuals and families across the nation.

<table>
<thead>
<tr>
<th>USDA Rural Development – Single Family Programs</th>
</tr>
</thead>
<tbody>
<tr>
<td>USDA Rural Development’s Single Family Housing programs:</td>
</tr>
<tr>
<td>• The Single Family Housing Direct Home Loan Program provides loans directly to families and individuals so they can buy or build homes in rural America.</td>
</tr>
<tr>
<td>• The Single Family Housing Guaranteed Loan Program enables USDA to partner with private lending institutions, backing their loans to help families and individuals buy homes in rural areas.</td>
</tr>
<tr>
<td>• The Home Repair Loan and Grant Program provides loans and grants to help families and individuals repair their homes to make them safer, healthier places to live.</td>
</tr>
</tbody>
</table>
Homebuyer/Homeowner Services

- City of Lawrence CDBG Home Purchase Program
- City of Lawrence Home Purchase Program
- City of Leavenworth CDBG Home Ownership
- City of Topeka Opportunity to Own Homebuyer Program
- City of Wichita HOMEownership 80 Program
- Johnson County Home Rehabilitation
- Wyandotte County
- Habitat for Humanity Kansas Affiliates
- FHA's Single Family Mortgage Programs
- Kansas First-Time Homebuyer Savings Accounts
First Time Home Buyer (FTHB) Program

• Down Payment Assistance (DPA) and Closing Costs Assistance
• 0% interest soft second mortgage in the amount of 15 or 20% of the home’s purchase price
• If the homebuyer remains in the home for 10 years, the loan is forgiven!
• Homebuyers must make an investment of 1% but no more than 10% of the sale price from their own funds
• This program can be paired with other homebuyer programs.
Eligible Applicant

• Household Income at or below **80%** of HOME Income Limits (updates each July)
• Must occupy as a principal residence
• Has not owned a home in 3 years
**Eligible Property Types**

- Single Family House
- Condominium or Co-op
- Townhouse
- Manufactured Home (HUD code)
- Modular Home (local code)
- Duplex (one unit, not entire duplex)
- New Construction, only after Certificate for Occupancy issued

**Existing Homes**

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Attached to Foundation

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Turnkey Ready (No Escrow for Repairs)
Property Standards

- Maximum Purchase Price Limits by County (updates each July)
- Cannot be in flood zone
  - A, AE, AH, AO, A99, V and/or VE
- Must not be a rental within last 3 months (to prevent displacement)
  - Unless Tenant is purchasing
- Fee Simple Title - No Contract for Deed
- 5 acres of land or less
- Must pass FTHB inspection prior to closing
First Mortgage Loan

- Loan must be 30-year fixed rate – **No Cash Back at Closing**
- Using FHA, VA, USDA Rural Development, Fannie Mae, Freddie Mac or Conventional underwriting guidelines
- Interest rate cannot exceed **Freddie Mac** by more than .65%
  - Discount points reviewed on case-by-case basis
- Front-End Ratio must be between 15% and 30%
- Debt to Income Ratio must be 45% or less
- KHRC’s lien must be in Second Mortgage position
- A Junior-lien or Second Mortgage Policy (Title Insurance) allows KHRC reassurance that the mortgage is recorded and there is a clean title. Costs vary by company and location but are generally $125 to $150.
<table>
<thead>
<tr>
<th>Home Sale Price</th>
<th>$110,000.00</th>
</tr>
</thead>
<tbody>
<tr>
<td>1%</td>
<td>$1,100.00</td>
</tr>
<tr>
<td>10%</td>
<td>$11,000.00</td>
</tr>
<tr>
<td>15%</td>
<td>$15,500.00</td>
</tr>
<tr>
<td>20%</td>
<td>$22,000.00</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Front End Ratio</th>
<th>23.97%</th>
</tr>
</thead>
<tbody>
<tr>
<td>Monthly Income</td>
<td>$2,549.67</td>
</tr>
<tr>
<td>Monthly Mortgage</td>
<td>$635.00</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Back End Ratio</th>
<th>31.51%</th>
</tr>
</thead>
<tbody>
<tr>
<td>Monthly Debt</td>
<td>$200.00</td>
</tr>
<tr>
<td>Monthly Mortgage</td>
<td>$635.00</td>
</tr>
<tr>
<td>Total</td>
<td>$835.00</td>
</tr>
</tbody>
</table>

Monthly Housing Expenses * 100 = Front-end ratio

Monthly Debt / Gross Monthly Income * 100 = Back-end ratio
<table>
<thead>
<tr>
<th>Layering</th>
<th>Cannot Exceed 30% of Sales Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>Sales Price</td>
<td>$110,000.00</td>
</tr>
<tr>
<td>Maximum Joint Subsidy</td>
<td>$33,000.00</td>
</tr>
<tr>
<td>FTHB</td>
<td>$16,500.00</td>
</tr>
<tr>
<td>FHLBank</td>
<td>$15,000.00</td>
</tr>
<tr>
<td>Total Subsidy</td>
<td>$31,500.00</td>
</tr>
<tr>
<td>Difference</td>
<td>$1,500.00</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Layering</th>
<th>Cannot Exceed 30% of Sales Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>Sales Price</td>
<td>$70,000.00</td>
</tr>
<tr>
<td>Maximum Joint Subsidy</td>
<td>$21,000.00</td>
</tr>
<tr>
<td>FTHB</td>
<td>$10,500.00</td>
</tr>
<tr>
<td>FHLBank</td>
<td>$15,000.00</td>
</tr>
<tr>
<td>Total Subsidy</td>
<td>$25,500.00</td>
</tr>
<tr>
<td>Difference</td>
<td>-$4,500.00</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Layering</th>
<th>Cannot Exceed 30% of Sales Price</th>
</tr>
</thead>
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<tr>
<td>Sales Price</td>
<td>$70,000.00</td>
</tr>
<tr>
<td>Maximum Joint Subsidy</td>
<td>$21,000.00</td>
</tr>
<tr>
<td>FTHB</td>
<td>$6,000.00</td>
</tr>
<tr>
<td>FHLBank</td>
<td>$15,000.00</td>
</tr>
<tr>
<td>Total Subsidy</td>
<td>$21,000.00</td>
</tr>
<tr>
<td>Difference</td>
<td>$0.00</td>
</tr>
</tbody>
</table>
**Title Insurance**

A Junior-lien or Second Mortgage Policy (Title Insurance) allows KHRC reassurance that the mortgage is recorded and there is a clean title. Costs vary by company and location but are generally $125 to $150.
Buyer Participation

- Minimum 1% (maximum 10%) of Purchase Price Required
- Gifting is allowed, will NOT reduce grant
  - Still requires at least 1% of own funds
- Maximum $10,000 in Assets (emergency / maintenance funds)
- HUD Homebuyer Counseling Required, cost can count towards 1%
- HUD Homebuyer Education Required, cost can count towards 1%
HUD Housing Counseling & Education

Information and resources to make informed decisions that support long-term homeownership sustainability.

Certificates of Completion for each:
1. Home Buyer Counseling
2. Homeownership Education

- Consumer Credit Counseling Services (Salina & Wichita)
  https://kscccs.org

- Housing and Credit Counseling, Inc. (Lawrence & Topeka)
  https://housingandcredit.org

- Community Housing of Wyandotte County (Kansas City)
  https://chwckck.org
Program Requirements

- Repayment required if:
  - Sold or no longer occupy the home
  - Refinance with debt consolidation
  - Full repayment required if property becomes rental
- Payoff Request Form Available, on webpage
- Mortgage Subordination Request Available, upon request
- Lien Releases are sent to homeowner to file, at the conclusion of 10-years
Loan Payoff Request

Send requests to FTHB@kshousingcorp.org or fax 785-232-8073.

This notice serves as a request for a payoff for a loan received via the federally funded HOME Investment Partnership Program administered by the Kansas Housing Resources Corporation.

Homeowner Name(s): ____________________________

Property Address: _____________________________

City, State, Zip: _______________________________

Purchase Date: ________________________________

Sale/Payoff Date: ______________________________

Amount Charged by Your County to Release This Recorded Second Mortgage: $ _________________________

Reason for Payoff Request: _______________________

Contact Person Name: __________________________ Phone #: ___________________________

I hereby grant permission for ____________________________ to receive this information at the following email ____________________________

Name and address KHRMC should send the mortgage release documents to for recording: ____________________________

Signed: ____________________________ Homeowner ____________________________ Date

Signed: ____________________________ Homeowner ____________________________ Date
## Household Income & Maximum Assistance

### Below 50% of Income Limits
Up to 20% of Sale Price

<table>
<thead>
<tr>
<th>County</th>
<th>HOME Maximum Purchase Price Limits</th>
<th>1 Person</th>
<th>2 Person</th>
<th>3 Person</th>
<th>4 Person</th>
</tr>
</thead>
<tbody>
<tr>
<td>Ford County, KS</td>
<td>50% AMI $162,000</td>
<td>$29,200</td>
<td>$33,350</td>
<td>$37,500</td>
<td>$41,650</td>
</tr>
<tr>
<td>Geary County, KS</td>
<td>50% AMI $143,000</td>
<td>$28,900</td>
<td>$33,100</td>
<td>$37,250</td>
<td>$41,350</td>
</tr>
<tr>
<td>Lyon County, KS</td>
<td>50% AMI $143,000</td>
<td>$28,950</td>
<td>$33,100</td>
<td>$37,250</td>
<td>$41,350</td>
</tr>
<tr>
<td>McPherson County, KS</td>
<td>50% AMI $152,000</td>
<td>$32,500</td>
<td>$37,150</td>
<td>$41,800</td>
<td>$44,400</td>
</tr>
</tbody>
</table>

### Between 50% & 80% of Income Limits
Up to 15% of Sale Price

<table>
<thead>
<tr>
<th>County</th>
<th>HOME Maximum Purchase Price Limits</th>
<th>1 Person</th>
<th>2 Person</th>
<th>3 Person</th>
<th>4 Person</th>
</tr>
</thead>
<tbody>
<tr>
<td>Ford County, KS</td>
<td>80% AMI $162,000</td>
<td>$46,700</td>
<td>$53,550</td>
<td>$60,000</td>
<td>$66,650</td>
</tr>
<tr>
<td>Geary County, KS</td>
<td>80% AMI $143,000</td>
<td>$46,350</td>
<td>$52,950</td>
<td>$59,550</td>
<td>$66,150</td>
</tr>
<tr>
<td>Lyon County, KS</td>
<td>80% AMI $143,000</td>
<td>$46,350</td>
<td>$52,950</td>
<td>$59,550</td>
<td>$66,150</td>
</tr>
<tr>
<td>McPherson County, KS</td>
<td>80% AMI $152,000</td>
<td>$51,950</td>
<td>$59,400</td>
<td>$66,800</td>
<td>$74,250</td>
</tr>
</tbody>
</table>
If Under $15,000 Assistance

If assistance is below $15,000; half is forgiven at 5-years, with the other half forgiven at 10-years.

Example - $14,999 Assistance

<table>
<thead>
<tr>
<th>Year</th>
<th>1/2 Soft Second Amount</th>
<th>1/2 Interest Free Mortgage Amount</th>
<th>TOTAL OWED TO KHRC</th>
</tr>
</thead>
<tbody>
<tr>
<td>Year 1</td>
<td>$7,500</td>
<td>$7,500</td>
<td>$14,999</td>
</tr>
<tr>
<td>Year 2</td>
<td>$6,000</td>
<td>$7,500</td>
<td>$13,499</td>
</tr>
<tr>
<td>Year 3</td>
<td>$4,500</td>
<td>$7,500</td>
<td>$11,999</td>
</tr>
<tr>
<td>Year 4</td>
<td>$3,000</td>
<td>$7,500</td>
<td>$10,499</td>
</tr>
<tr>
<td>Year 5</td>
<td>$1,500</td>
<td>$7,500</td>
<td>$8,999</td>
</tr>
<tr>
<td>Year 6</td>
<td>$0</td>
<td>$7,500</td>
<td>$7,500</td>
</tr>
<tr>
<td>Year 7</td>
<td>$0</td>
<td>$7,500</td>
<td>$7,500</td>
</tr>
<tr>
<td>Year 8</td>
<td>$0</td>
<td>$7,500</td>
<td>$7,500</td>
</tr>
<tr>
<td>Year 9</td>
<td>$0</td>
<td>$7,500</td>
<td>$7,500</td>
</tr>
<tr>
<td>Year 10</td>
<td>$0</td>
<td>$7,500</td>
<td>$7,500</td>
</tr>
<tr>
<td>Year 11</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
</tr>
</tbody>
</table>
If assistance is above $15,000, half is forgiven at 10 years, with the other half reducing by a small portion each month over 10 years.

Example is $20,000 Assistance

<table>
<thead>
<tr>
<th>Year</th>
<th>1/2 Soft Second Amount</th>
<th>1/2 Interest Free Mortgage Amount</th>
<th>TOTAL OWED TO KHRC</th>
</tr>
</thead>
<tbody>
<tr>
<td>Year 1</td>
<td>$10,000</td>
<td>$10,000</td>
<td>$20,000</td>
</tr>
<tr>
<td>Year 2</td>
<td>$9,000</td>
<td>$10,000</td>
<td>$19,000</td>
</tr>
<tr>
<td>Year 3</td>
<td>$8,000</td>
<td>$10,000</td>
<td>$18,000</td>
</tr>
<tr>
<td>Year 4</td>
<td>$7,000</td>
<td>$10,000</td>
<td>$17,000</td>
</tr>
<tr>
<td>Year 5</td>
<td>$6,000</td>
<td>$10,000</td>
<td>$16,000</td>
</tr>
<tr>
<td>Year 6</td>
<td>$5,000</td>
<td>$10,000</td>
<td>$15,000</td>
</tr>
<tr>
<td>Year 7</td>
<td>$4,000</td>
<td>$10,000</td>
<td>$14,000</td>
</tr>
<tr>
<td>Year 8</td>
<td>$3,000</td>
<td>$10,000</td>
<td>$13,000</td>
</tr>
<tr>
<td>Year 9</td>
<td>$2,000</td>
<td>$10,000</td>
<td>$12,000</td>
</tr>
<tr>
<td>Year 10</td>
<td>$1,000</td>
<td>$10,000</td>
<td>$11,000</td>
</tr>
<tr>
<td>Year 11</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
</tr>
</tbody>
</table>
Application Process

- Lender informs homebuyer of program or
- Real Estate Agent informs homebuyer of program or
  1. Homebuyer contacts participating lender
  2. Loan Approval
- HUD Homebuyer Counseling (preferably early in process)
- HUD Homebuyer Education
  1. Homebuyer locates property
  2. Obtains purchase contract with FTHB Program Contingency
- Lender with homebuyer, completes FTHB application package
- KHRC reviews and reserves funds
- KHRC requests FTHB Inspection (no cost to homeowner or lender)
Calculating Annual Income

• Assets (and ‘imputed income’):
• Market value of all assets
• Checking accounts, stocks, CD’s, etc.
• Land is a capital investment and counted
• Equity (market value less loans) is counted
• If sum of all assets is greater than $5,000,
  multiply by passbook rate .06%
• Use the greater of this calculation or actual income produced from the assets, not both.
Verifying Income

**Third-Party Verification:** Written verification from employer (VOE), Social Security, proof of child support, or other income source

**Review of Documents:** The examination of at least 2 months of source documents, such as paycheck stubs, Social Security Award letter, 3 years of tax filings, divorce decrees, or other applicable sources.

**Income Determination:** A written determination resulting from the verification and review. Must include the ‘imputed income’ calculation
Assets

Maximum of $10,000 assets
- Retirement funds are not counted
- Count liquid assets
- Amount after 1% to 10% considered
- Above $10,000 will reduce subsidy
Income Eligibility Determination

Determining household size/composition

AND

Determining annual income.
Definition of Annual Income

Annual income is the gross amount of income of all adult household members that is anticipated to be received during the upcoming 12-month period.
Determining Household Size

Do Count
- All adults living in the household
- All custodial children living in the household
- Any child who is subject to shared-custody

Do NOT Count
- Foster children
- Live-in aides and children of live-in aides
- Unborn children
- Children being pursued for legal custody or adoption who are not currently living in the household
Determining Household Size

Special Cases
• Must count temporarily absent family members
• Optional to count adult students living away from home
• Optional to count permanently absent family members
FTHB House Inspection

- If inspection passes, closing date is determined
- Lender with homebuyer completes remaining closing package

- If inspection fails, repairs can be made at seller’s expense
- If seller makes repairs, a reinspection can be requested and completed

- If reinspection fails, KHRC could charge lender fee
First Time Home Buyer (FTHB) Program
Down Payment (DPA) & Closing Cost Assistance
Soft Second Mortgage - Forbearable After 10 Years
HOME Investment Partnerships Program

Seller’s Inspection Guidelines
To be given to seller at application.

Potential Buyer(s) __________________________

Property Address ________________________________

City __________________________, Kansas, Zip Code __________________________

The dwelling unit and the equipment provided in it must provide decent, safe and sanitary housing in accordance with the Housing Quality Standards as defined in 24CFR, CH 8, (4-1-54 Edition), Part 882. A copy is available upon written request.

The Standards conditions to be inspected, per HUD Form 4004A, are listed below. Additional requirements may be stipulated by inspector. A Local Board Point Visual Assessment will also be performed. Follow the website below for guidance on the paint visual assessment:

https://gov.tn.my.nhfec.uk/Thumbnail/Print/Assessment/NEXO1I.htm

1. All exterior wall surfaces must be sound and free from hazards. Wall surfaces elevated more than thirty (30) inches above the adjacent surface must be protected by a guard rail or handrail at stairs. Rails shall conform to local code requirements in so far as construction.

2. Building walls, foundations and roof must be sound, free from hazard and weather tight. Windows accessible from the ground must be lockable. All exterior doors shall be lockable and have a storm door. All windows required by code or 24CFR must have screens.

3. The building drainage system, patters and downspouts must be in operating condition.

4. The building site must be free of debris and free from hazards.

5. All windows and doors in the unit must be in operating condition, sound, free from hazard and weather tight. Windows accessible from the ground must be lockable. All exterior doors shall be lockable and have a storm door. All windows required by code or 24CFR must have screens.

6. The heating system for the unit must be in good operating condition and capable of providing adequate heat to all living spaces. Gas systems must be properly vented.

7. The hot water heater system for the unit must be in good operating condition and capable of providing adequate hot water to kitchen and bath spaces. Gas systems must be properly vented. Pressure relief valves and 1/4" or 1/2" overflow pipes 6 inches from the floor are required for water heaters.

8. The plumbing system for the unit must be in good operating condition and capable of providing adequate water to kitchen and bath spaces and removing wastewater to a public or private disposal system. Seller may be required to provide proof of acceptability of local sewage systems and water supply systems.

10. The electrical system for the unit must be in good operating condition, adequately sized to provide adequate service and protected by proper connections, couplings, and grounding.

11. If a stove or refrigerator is included in the sale of the property, the appliances must be present at the time of the inspection and must be in good operating condition. Kitchen areas must provide food storage and preparation areas.

12. Bathroom spaces must have an enclosed toilet space, a bathtub space and an operable window or a powered ventilation system.

13. The existing must be free from infestation.

14. The building must be free from hazardous materials as defined on Kansas and Federal Standards. A list of such laws is available upon written request.

15. An operable smoke detector must be provided on each occupied level plus the basement area of the unit. Battery operated detectors must have active batteries.

16. At the time of the inspection for these standards, the unit must be ready for occupancy with all utility systems, appliances, and smoke detectors operational. Only one compliance inspection will be made.

17. Inspections for non-intrusive, visual inspections only. The RNC is not, by nature of the inspection process, providing any safety or code compliance assurances to buyer or seller or confirmation of building materials, quality or integrity of construction or confirmation of any warranty issues, express or implied. It is recommended that the buyer obtain inspections from authorities or licensed contractors if such assurances are suggested by the condition or age of the property or equipment being provided by the seller.

Further, the inspection in NOT a warranty to the buyer(s), the seller(s) or any other person(s).

18. Any other conditions that would constitute decent, safe and sanitary housing.

19. The unit has not 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.

By signing below, the seller indicates that he has received and understood the conditions required and outlined by these guidelines. Further, by signing below, the seller or seller’s agent indicates that the residence meets or will meet all of the standards requirements stated above prior to closing.

The seller has 30 days to make any necessary repairs, at their expense. The seller may be charged for any re-inspection of the items if any of the above items fail the second inspection.

Blue Ink or Your Signature

Seller: __________________________
Date: __________________________

Page 1 | Kansas FTHB Seller Inspection Guidelines

Page 2 | Kansas FTHB Seller Inspection Guidelines
Inspection Disclaimer

The Kansas Housing Resources Corporation (KHRC) HOME First Time Homebuyers Program conducts an inspection of subject properties. This Inspection is solely intended for the purpose of complying with the U.S. Department of Housing and Urban Development, HOME Investment Partnerships Program requirements. The inspection is not intended to be a substitute for mechanical, electrical, plumbing, and structural inspections by qualified inspectors in these fields. KHRC strongly encourages homebuyers to hire independent inspectors to conduct these important inspections.

By my/our signature below, /We understand that it is recommended that an independent inspector be hired to verify the prospective home’s mechanical, electrical, plumbing, termite damage, and structural soundness. /We understand that the Kansas Housing Resources Corporation is not liable for such defects, identified or unidentified, in the property that I am purchasing with the assistance of the HOME First Time Homebuyer Program.

Blue ink or e-signature:

Homebuyer ___________________________ Date _______________

Homebuyer ___________________________ Date _______________

Kansas Housing Resources Corporation (KHRC)
611 S Kansas Ave, Suite 300
Topeka, KS 66603
FTHB@khousingcorp.org
785-217-2044
https://khousingcorp.org/first-time-homebuyer
First Time Home Buyer (FTHB) Program
Down Payment (DPA) & Closing Cost Assistance
Soft Second Mortgage – Forgivable After 10 Years
HOME Investment Partnerships Program

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**Inspection Request Form & Package Cover Form**

<table>
<thead>
<tr>
<th>Date Application Emailed or Fax</th>
<th>Date of Reinspection</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th># of Pages:</th>
<th>From</th>
</tr>
</thead>
<tbody>
<tr>
<td>To:</td>
<td>Marilyn Stanley</td>
</tr>
<tr>
<td>Lender:</td>
<td></td>
</tr>
<tr>
<td>Dest.:</td>
<td>KHRC - FTHB Program</td>
</tr>
<tr>
<td>Phone:</td>
<td></td>
</tr>
<tr>
<td><a href="mailto:FTHB@khousingcorp.org">FTHB@khousingcorp.org</a></td>
<td>Email:</td>
</tr>
<tr>
<td>Fax: 785-232-8073 (email preferred)</td>
<td>Fax:</td>
</tr>
</tbody>
</table>

**Name of Homebuyer(s) (last, first, middle initial)**

**Street Address of Property to be Purchased**

<table>
<thead>
<tr>
<th>City</th>
<th>County</th>
<th>Zip</th>
</tr>
</thead>
</table>

**Contact Person for Scheduling Inspection**

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<tr>
<th>Email</th>
<th>Phone</th>
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**FOR STATE AGENCY/INSPECTOR USE ONLY**

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<td>Date Inspection Scheduled</td>
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 Inspector ____________________________ Inspection - Pass Fail

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Kansas Housing Resources Corporation (KHRC)
215 Kansas Ave, Suite 300
Topeka, KS 66603

KHRC@khousingcorp.org
785-237-2044

https://khousingcorp.org/first-time-homebuyer
FTHB Inspections

- Decent, safe, sanitary, and in good repair.
- FTHB's inspection is not intended to be a substitute for mechanical, electrical, plumbing and structural inspections by qualified inspectors in those fields.
- KHRC’s FTHB program pays for the initial inspection and reinspection.
- Disclaimers must be completed by both the seller and buyer understanding this and informing them the FTHB inspection does not take the place of a whole home inspection, which is encouraged.
- 44% of homes passed inspection without repairs last fiscal year
  - 2 homes failed due to lead paint and could not progress further with FTHB
The HUD regulation defines deteriorated paint as: "Any interior or exterior paint or other coating that is peeling, chipping, chalking or cracking, or any paint or coating located on an interior or exterior surface or fixture that is otherwise damaged or separated from the substrate. Substrate means the material directly beneath the painted surface out of which the components are constructed, including wood, drywall, plaster, concrete, brick or metal. HUD has identified size thresholds for how the repairs must be made, these thresholds are known as de minimis levels. It is important to note that de minimis levels control how a repair must be made, not whether the repair is made. If deteriorated paint is identified, it must be repaired.
FTHB Visual Paint Assessment

- If more than ten percent (10%) of the total surface area of an interior or exterior type of component with a small surface area is deteriorated, the de minimis level has been exceeded. Examples would be window sills, baseboards, and trim.

- The de minimis level is 20 square feet for exterior surfaces. This means a total of 20 square feet on all the exterior surfaces, this includes outbuildings, fences, and play equipment attached to the land and belonging to the owner, twenty square feet is a square about 4 feet 6 inches on each side.

- The de minimis level is two square feet in any one interior room. This means a total of 2 square feet of deteriorated paint on the floors, walls, and ceiling in the room, two square feet is a square about 17 inches on each side.

- If all of the deteriorated paint on all of the building components is larger than the square, safe work practices and clearance must be performed.

Lead Paint Visualization Training available at
Kansas Housing Resources Corporation (KHRC) - First Time Homebuyer (FTHB) Program Uniform Physical Condition Standards (UPCS) Inspectable Items & Results Report

Homebuyer(s):

Property Address:

Location, Violation and Remedy Summary (if applicable):

Complete Upon Reinspection (if applicable)

Introduction

Existing housing that is acquired for down payment and closing cost assistance must be decent, safe, sanitary, and in good repair. At minimum, the standards must provide that the housing meets all applicable State and local housing quality standards and code requirements and the housing does not contain the specific deficiencies prescribed by HUD based on the applicable inspectable items and inspected areas in HUD-prescribed physical inspection procedures (Uniform Physical Condition Standards) issued pursuant to 24 CFR 3.705. The participating jurisdiction must inspect the housing and document this compliance based upon an inspection that is conducted no earlier than 90 days before the commitment of HOME assistance. If the housing does not meet these standards, the housing must be rehabilitated to meet the standards of this paragraph (c)(5) or it cannot be acquired with HOME funds.

Disclaimer

The State of Kansas HOME First Time Homebuyer Program conducts a UPCS inspection on subject properties. FTHB’s inspection is not intended to be a substitute for mechanical, electrical, plumbing and structural inspections by qualified inspectors in those fields.

Visual Paint Assessment

This HUD regulation defines deteriorated paint as “any interior or exterior paint or other coating that is peeling, chipping, cracking or flaking, or any paint or coating located on an interior or exterior surface or fixture that is otherwise damaged or separated from the substrate. Substrates means the material directly beneath the painted surface out of which the components are constructed, including wood, drywall, plaster, concrete, brick or metal. HUD has identified size thresholds for how the paint must be made, these thresholds are known as de minimis level. It is important to note that de minimis level control how a repair must be made, not whether the repair is made. All surfaces, if deteriorated paint is identified, must be repaired. If more than ten percent (10%) of the total surface area of a component with a small surface area is deteriorated, the de minimis level has been exceeded. Examples would be window sills, baseboards, and trim. The de minimis level is 30 square feet for exterior surfaces. This means a total of 30 square feet on all exterior surfaces, this includes outbuildings, fences, and play equipment attached to the land and belonging to the owner. Twenty square feet is a square about 5 feet x 5 feet on each side. The de minimis level is two square feet in any one interior room. This means a total of 2 square feet of deteriorated paint on the floor, walls, and ceilings in the room, two square feet is a square about 2.7 inches on each side. If all of the deteriorated paint on all of the building components is larger than the square, safe work practices and clearance must be performed. Lead Paint Visualization Training available at https://apps.hud.gov/offices/sl/lead/training/visualization/200910/.

Visual Paint Assessment

Passed Visual Paint Assessment - No deteriorated paint found

Failed Visual Paint Assessment, deteriorated paint found, but below the De Minimus level. Work can be completed by the homeowner using safe work practices.

Failed Visual Paint Assessment, deteriorated paint found, above the De Minimus level. Work must be completed by a trained and certified lead paint professional. Since the First Time Homebuyer Program is an acquisition program, Subpart X of 24 CFR 35, 1000 lead paint regulations apply. Whole unit clearance is required.

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</table>
Roof
• Not leaking, but shingles missing, severely curled, or deteriorated – REPAIR or REPLACE

Windows
• Large cracks, even though no cutting hazard - REPAIR
• All operable windows will open and have screens without tears or holes
• All operable windows must have locks

Doors
• All exit doors must have a storm door, exceptions on case-by-case basis.

Walls and Ceilings
• Interior walls - holes larger than 1" X 1" - REPAIR
• Exterior walls - all holes - REPAIR
• Any nail, tack, or pin holes are not repaired unless excessive in an area and has created severe wall damage
**FTHB Inspection Variances**

**Kitchen Appliances**
Any appliance remaining in the property must meet Uniform Physical Condition Standards (UPCS).
If the homebuyer will supply its own appliances at a later date – no UPCS violation.

**Electrical**
All light fixtures complete and unbroken
All outlets work in each room
At least one outlet in the bathroom, regardless of if there is a permanent light
Any outlets replaced or installed within six (6’) feet from a water source must be GFCI

**Exterior Conditions**
All structures on the property must meet minimum HQS
All structures on the property must not have any chipping or peeling paint as described:
https://apps.hud.gov/offices/lead/training/visualassessment/h00101.htm
Recent Inspection Electrical Issues

- Multiple three-pronged Receptacles in the living room, first floor bedroom, west bedroom upstairs, and basement are OPEN GROUND. These need switched back to a two-prong outlet or switched to a GFCI labeled “No Equipment” or you can switch out the breakers and install new GFCI Breakers.
- Outlet in upstairs bathroom is not working. Trouble shoot and repair.
- One port in the breaker box needs a cover.
- Electrical junction box with no cover. Install cover on junction box.
- Outlets have open grounds, properly ground electrical wiring.
- Panel box needs proper cover, no access to breakers without exposing wiring, properly cover.
- Install missing Lamp covers and/or bulbs.
- Install missing or broken switch and plug covers.
- GFCI near toilet does not trip, repair/replace.
Recent Inspection Exterior Issues

- There is sporadic peeling paint on the large window on the north side of the home. As the peeling paint does not exceed the DeMinimis level, you may remove all peeling/loose paint from the structure and the ground below the structure then cover with two coats of non-lead based paint.
- Replace or repair numerous holes in vinyl siding to prevent water penetration.
- All exterior wood shall be sealed and painted.
- Piece of siding missing on the back of the house. Install a new piece.
- Windows
  - Bedroom and living room windows need sash locks. Make sure all windows in the house operate as designed. (multiple won’t open, need paint cut)
  - Large crack in foundation, repair.
  - Need a new storm door for front door. South back storm door needs new glass installed.
- Handrails must be present where there are consecutive steps. Install handrail on the front sidewalk.
- Repair and reinstall missing or damaged window screens.
Recent Inspection Interior Issues

- No Smoke Detectors or non-working Smoke Detectors. Install smoke detectors and make sure works properly upon reinspection.
- Repair or replace nonworking bath fan.
- Repair holes in walls where baseboards were removed leaving holes into walls.
- Carbon Monoxide Detector not present – install carbon monoxide detector.
- Double key deadbolt lock present on exit door, replace with non-double deadbolt lock.
- Weatherstripping falling off kitchen door, replace.
- Laundry room walls and ceiling in need of repair.
- Kitchen screen only halfway, need full screen.
- Front storm door, no screen on lower half.
- Living room and kitchen have nail holes in wall, repair.
- Handrails must be present where there are consecutive steps. Install handrail for the basement stairs.
Allowable Closing Costs

• KHRC will review the Loan Estimate and Closing Disclosure for unreasonable charges
  • Lender origination fees, not to exceed 1% of loan amount
  • Title insurance
  • Credit report recording fees
  • Appraisal fees
  • Flood letter
  • Survey
  • Tax service fee
  • Document preparation fee (not to exceed $250)
• Please include the requested FTHB DPA funds on CD
Fees Not Allowed

• Underwriting fees unless paid to a third-party investor at closing.
  • Maximum charge of $200.
  • Any charge above the maximum must be paid by the lender.
• Commitment fees are not allowable when an origination fee is also charged
• Settlement or closing fees unless paid to a third party
  • the maximum allowable loan closing fee to either the borrower or a seller is $200
• Discount points are allowable only if they are disclosed and agreed upon by the buyer/seller who is paying the fee.
  • In the case of a seller, the seller must agree to pay a discount fee in the sales contract.
• Real estate sales commissions may not be paid by the buyer
• Email fees may not be charged to the buyer or the seller.
Definition of Annual Income & Household Size

Annual income is the gross amount of income of all adult household members that is anticipated to be received during the upcoming 12-month period.

Do Count
- All adults living in the household
- All custodial children living in the household
- Any child who is subject to shared-custody

Do NOT Count
- Foster children
- Live-in aides and children of live-in aides
- Unborn children
- Children not currently living in the household
Calculating Assets and/or Annual Income

Assets (and 'imputed income'):
- Market value of all assets (cannot exceed $10,000)
- Checking accounts, stocks, CD’s, etc.
- Land is a capital investment and counted
- Equity (market value less loans) is counted
- If sum of all assets is greater than $5,000, multiply by passbook rate .06%
- Use the greater of this calculation or actual income produced from the assets, not both.
Homebuyer/Homeowner Services

- First Time Homebuyer
- Home Loan Guarantee for Rural Kansas
- Kansas Homeowner Assistance Fund
- Weatherization Assistance
- Homebuyer 101 Resources
First Time Homebuyer

Check Eligibility and Apply

Let us guide you on the path to homeownership.

Unsure how to begin the homebuying process, or whether you are eligible for First Time Homebuyer down payment and closing cost assistance?

Provide our staff with some basic information and we will follow up with personalized guidance on your path to homeownership.

Lender Resources

Homebuyer "101" Resources

- Kansas Legislature Lookup - To Find Senate and House Representatives
- Lead Paint Visualization
- Freddie Mac Primary Mortgage Rate

Start Your Homebuying Journey Here

Ready to purchase your first home? Find a lender serving your area here.

Find a Participating Lender

Need help with building your credit? Find a HUD Housing Counseling Agency serving your area here.

Find a HUD Housing Counseling Agency
Start Your Homebuying Journey

Please fill out the form below to get more information and find out if your household may be eligible to receive down payment and closing cost assistance through the First Time Homebuyer program, administered by KHRC with federal HOME funds. Our staff will follow up via your preferred method of communication with more information and next steps. If you are not eligible, our staff will help direct you toward other resources to guide you on your homebuying journey. Your information will be kept confidential and will not be shared outside of our organization.

Name (required)
First: ___________________________ Last: ___________________________

Phone (required)
________________________________________

Where do you currently live? (required)
City: ___________________________ State / Province / Region: ___________________________
ZIP / Postal Code: ___________________________
Ready to purchase your first home? The first step is to find a KHRC First Time Homebuyer lender serving your area. Select your county from the list below, and contact a local lender to start the process.

**American Mortgage Bank, LLC**
Kimmy Williams - 405-283-8800
3401 NW 63rd Street, Suite 620 Oklahoma City, OK 73116
[Click for more info]

**Bank of Oklahoma Mortgage, dba BOK Financial Mortgage (Topeka & Wichita)**
Sheila Hodson-Williams (Topeka) or Tina Smith (Wichita) - 785-414-3216 (Topeka) or 316-448-3823 (Wichita)
900 S Kansas Ave, Suite 100 Topeka, KS 66612-1245
[Click for more info]

**Bayshore Mortgage Funding, LLC**
Sarah Johnson - 443-566-4083
2108 Emmorton Park Road Edgewood, Maryland 21040
[Click for more info]

**Citadel Federal Savings Bank (Topeka)**

**Bank Midwest Mortgage, a division of NBH Bank (Lawrence, Topeka, Ottawa)**
Ashley Zeller - 785-760-5766
4831 W 6th St Lawrence, Kansas 66049
[Click for more info]

**Bank of the Plains via Mortgage Investment Services Corporation (Great Bend)**
Amy Hofeling - 620-796-2370 Ext. 1348
1000 Adams Street Great Bend, Kansas 67530
[Click for more info]

**Bell Bank Mortgage (Overland Park)**
Danielle Hugunin - 913-804-4081
11095 Metcalf Ave Overland Park, Kansas 66210
[Click for more info]

**Capitol Federal Savings Bank (Wichita)**

**Bank Midwest Mortgage, a division of NBH Bank (Salina)**
Nancy McElderry - 785-825-2100
316 W. Cloud St. Salina, Kansas 67401
[Click for more info]

**Bay Equity LLC (Louisburg)**
Lauri Oorschel - 913-558-2104
16 S Broadway, Suite 16 B, Louisburg, Kansas 66053
[Click for more info]

**Bennington State Bank (Salina)**
Andy Adams or Laurie Anflemerge - 785-827-5522
2130 S Ohio Salina, Kansas 67401
[Click for more info]

**Citizens Bank of Kansas (Derby)**
<table>
<thead>
<tr>
<th>Documents</th>
<th>Forms</th>
<th>Resources</th>
</tr>
</thead>
<tbody>
<tr>
<td>Program Summary</td>
<td>2023 HOME Max Purchase Limits</td>
<td></td>
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<tr>
<td>2023 HOME Program Income Limits</td>
<td>Application and Funding Process Steps</td>
<td></td>
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<tr>
<td>Housing Counseling and Education Information</td>
<td>Training and Operations Manual</td>
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<tr>
<td>Loan Payoff Request Form</td>
<td>New Lender Forms</td>
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<tr>
<td>Lender Home Buyer Application Forms</td>
<td>Lender After Reservation Forms</td>
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</table>
FTHB Key Information – Deep Dive Into Forms

1. Program Summary
2. Application and Funding Process
3. Training and Operations Manual

Updates Every June/July
1. Maximum Purchase Price Limits
2. Maximum Income Limits by County
First Time Home Buyer (FTHB) Program
Down Payment (OPA) & Closing Cost Assistance
Soft Second Mortgage - Forgivable After 10 Years
HOME Investment Partnerships Program

Program Summary

To be eligible to participate, the proposed homebuyer must be:

1. First Time Homebuyer
2. Income Eligible Household
3. Credit Ready

First Time Homebuyer is defined as:
A household that has not owned a home during the three year period immediately prior to the purchase of a home with FTHB HOME funds. The three types of households that can qualify as first-time homebuyers, even though they have owned a home within the three-year period immediately prior to purchase are:

1. A Displaced Homeowner: An adult individual who has not worked full-time in the labor force for several years but has, during such years, worked primarily without remuneration to care for the home and family, is unemployed or underemployed, and is having trouble obtaining or upgrading employment.
2. A店主的继承人: An individual who is divorced, does not receive the house in the settlement, and has one or more minor children for whom the individual has residential or joint custody.
3. The owner of a manufactured home (personal property) that is not installed on a permanent foundation.

Income Eligible Household is defined as:
The gross annual income does not exceed 80 percent of the HUD median income for the area at the time the household initially occupies the property or at the time the HOME funds are invested, whichever is later. Thereafter, restrictions are as follows:
- Below $45,000: 3% Interest Free Soft Second mortgage
- $45,000 to $60,000: 5 years
- $60,000 to $75,000: 10 years
- Above $75,000: 15 years

Homebuyer Participation:
Each homebuyer must invest 1% of the sale price of their own funds; maximum 20%. Gifts can be received above the buyer’s 1% investment, but no more than 9% of sale price.

Homebuyers must maintain homeowners’ insurance at least the amount of the sales price and must show IHRHC as secondary pays for the first 10 years following purchase.

Homebuyers with non-retirement type assets in the amount of $10,000 or greater, will be subject to a spend down requirement.

How to Apply:
2. Apply for a first mortgage loan with a participating lender.
3. Identify a qualified property.
4. Direct participating lender to initiate FTHB application process.

Kansas Housing Resources Corporation (KHRC)
Address: FTHB
611 N Kansas Ave., Suite 300
Topeka, KS 66603

FTHB@kashousing.org
785-237-2044

Update 12/06/2023
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New Lender Forms – Deep Dive Into Forms

1. Lender Origination Agreement (recently updated)
2. Form W-9
3. KHRC Vendor Form (ACH/EFT Preferred – No Wires)
4. Voided Check or Letter from Bank Account
5. Sam.gov Unique Entity Identifier (UEI) – No Exclusions
Mortgage Lender Origination Agreement

KANSAS HOUSING RESOURCES CORPORATION ("Lender") and [Bank Name] ("Borrower"), acting through its agents and employees, enter into this Mortgage Lender Origination Agreement ("Agreement") as of [Date].

1. **Definitions**
   - **Market Area**: [Insert Market Area description]
   - **Program**: [Insert Program description]

2. **Loans Accepted**
   - [Borrower] agrees to originate and close loans in accordance with the terms and conditions of this Agreement.

3. **Loan Application**
   - [Borrower] shall submit loan applications to [Lender] in accordance with [Lender’s] guidelines and procedures.

4. **Loan Approval**
   - [Lender] shall approve or disapprove the loan application in accordance with [Lender’s] underwriting criteria.

5. **Closing**
   - [Borrower] shall ensure that all closing conditions are met in a timely manner.

6. **Servicing**
   - [Borrower] shall retain all servicing rights for loans originated under this Agreement.

7. **Compliance**
   - [Borrower] shall comply with all applicable laws, regulations, and [Lender’s] policies.

8. **Agreement Term**
   - The term of this Agreement shall be [term length] years from the date hereof.

9. **Renewal**
   - This Agreement may be renewed upon mutual agreement.

10. **Termination**
    - This Agreement may be terminated by either party upon written notice to the other party.

11. **Confidentiality**
    - [Borrower] shall maintain the confidentiality of all information provided by [Lender].

12. **Indemnification**
    - [Borrower] shall indemnify [Lender] from any losses or liabilities arising from breaches of this Agreement.

13. **Governing Law**
    - This Agreement is governed by and construed under the laws of [governing state].

14. ** Entire Agreement**
    - This Agreement constitutes the entire agreement between the parties and supersedes all prior negotiations.

15. **Modification**
    - This Agreement may not be modified except in writing signed by both parties.

16. **Severability**
    - If any provision of this Agreement is held invalid or unenforceable, the remaining provisions shall remain in full force.

17. **Waiver**
    - No waiver of any provision of this Agreement shall be effective unless in writing.

18. **Counterparts**
    - This Agreement may be executed in counterparts, each of which shall be deemed an original.

19. **Amendments**
    - This Agreement may be amended from time to time as agreed to by the parties in writing.

20. **Dispute Resolution**
    - Any disputes arising under or related to this Agreement shall be resolved through [arbitration, mediation, or litigation].

21. **Execution**
    - [Borrower] shall execute this Agreement and return a signed copy to [Lender].

[Signature]

[Name]
[Title]

[Date]

[Location]
ARTICLE I

Commitments to Originate, Process and Fund Kansas Housing Resources Corporation (KHRC) Loans

Section 3.01. Commitments to Originate and Process KHRC Loans

Lender agrees to originate and process KHRC Loans to Borrowers qualified as set forth in Section 3.02. About, subject to compliance with the Acts and regulations and the covenants, conditions, and agreements more particularly set forth in this Agreement.

Section 3.02. KHRC Commitments to Fund KHRC Loans

KHRC agrees to fund KHRC Loans originated by Lender and that are in accordance with the terms and conditions of this Agreement.

ARTICLE II

Origination and Servicing of KHRC Loans

Section 4.01. Loan Proceeds

Lender agrees to advance KHRC Loans to Borrowers as qualified as set forth in Section 4.02. About, subject to compliance with the Acts and regulations and the covenants, conditions, and agreements more particularly set forth in this Agreement.

Section 4.02. Title to Loan Documents

Legal title and physical possession of the original KHRC Loan document(s) shall be held by Lender in the name of KHRC as holder of an assignment interest in the KHRC Loan(s). Title to the beneficial interest in KHRC Loans shall be held by Lender in the name of KHRC as holder of an assignment interest in the KHRC Loan(s).

Section 4.03. Collection

To the extent a Lender is an eligible and subject to participation in any Collateral Pool where participation in any Collateral Pool is assigned to Lender in accordance with this Agreement.

Section 4.04. Lender’s Duties and Liability

As long as Lender acts in good faith in negotiating, administering, and closing the KHRC Loan originated in compliance with this Agreement, and complies with the covenants, terms, and conditions of this Agreement, the Acts and Regulations, and the Manual, Lender will have no liability to KHRC for acts or omissions by Lender, including but not limited to:

a. not securing a second mortgage lien,

b. securing a second mortgage lien in a manner in which the borrower is required by law to have the second mortgage lien recorded prior to closing on the KHRC Loan,

c. the Borrower’s refusal to pay the interest fees for the KHRC Program,

d. the failure of the property to meet the minimum resale price established for the KHRC Program,

e. the refusal of Lender to originate or fund any of the applicable regulations, Acts, or regulations.

If any of the above events occur, Lender agrees that KHRC has no liability to Borrower or any other party in connection with these events and KHRC agrees to indemnify and hold Lender harmless for the liability of any KHRC Loans as to the compliance, validity, or enforceability of any such instruments, certificate, agreement, or other instrument with respect to the Borrower’s or Lender’s interest in the KHRC Loan.

ARTICLE III

Termination of Agreement

Section 5.01. Termination of Agreement

This Agreement may be terminated by KHRC or Lender, without cause, in writing at any time and at any time after the KHRC Loan has been originated by KHRC.”
Section 5025. Additional Subsidies.

It is expressly agreed that other sources of funding or subsidy may be utilized in conjunction with the KHRC program provided:

(a) Total amount of HUD funds invested in any property shall not exceed the regulatory maximum prescribed by HUD.

(b) No funds from any solar-financed down payment assistance program shall be allowed in conjunction with KHRC loans, including any down payment assistance purporting to pass from the solar through a non-profit agency.

(c) The KHRC loan shall not be subordinated to a junior lien position, other than the first mortgage, without the express written consent of KHRC and

(d) Home Equity Lines of Credit (HELOCs) shall not be allowed in conjunction with the use of KHRC loans.

Section 6.06. Privacy Policy.

All parties acknowledge and agree that nonpublic personal information about customers and consumers, as defined in the Gramm Leach-Bliley Act of 1999 and implementing regulations, will be maintained in a confidential manner, and shall be used and disclosed to third parties only to carry out the purposes contemplated in this Agreement and as permitted or required by law. All parties agree to establish and maintain appropriate policies and procedures to assure the confidentiality of lender’s customers’ and consumers’ nonpublic personal information, including appropriate administrative, technical, and physical safeguards and procedures: (1) to protect against any anticipated threats or hazards to the security and integrity of such records; (2) to protect against any unauthorized access to or use of such records or information which could result in substantial harm or inconvenience to a customer, and (3) to provide timely notification to the other parties if or when customer information is accessed in an unauthorized manner. This provision shall survive termination of the Agreement.

Ryan Vincent, Executive Director
Kansas Housing Resources Corporation

By: ____________________________

Dated by the Corporation this ____________________

________________________________________ (Typed Signer Name, Title)

________________________________________ (Typed Financial Institution name)

By: ____________________________  Dated ____________________

Revision 2/4/21
Request for Taxpayer Identification Number and Certification

1. Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

2. Business name/disregarded entity name, if different from above.

3. Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.
   - Individual/sole proprietor or single-member LLC
   - C Corporation
   - S Corporation
   - Partnership
   - Trust/estate
   - Limited liability company: Enter the tax classification (C=Corporation, S=S Corporation, P=Partnership).

4. Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):
   - Exempt payee code (if any)
   - Exemption from FATCA reporting code (if any)

5. Address (number, street, and apt. or suite no.) See instructions.

6. City, state, and ZIP code

7. List account number(s) here (optional)

Part I  Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see How To Get a TIN, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see What Name and Number To Give the Requester for guidelines on whose number to enter.

Social security number

or

Employer identification number

Part II  Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and

2. The name on the form is correct.

Requester’s name and address (optional)

Kansas Housing Resources Corporation

611 S. Kansas Avenue, Suite 300

Topeka, KS 66603
Lender Home Buyer Application Forms – Deep Dive

1. Inspection Request and Package Cover Form
2. Application Form
3. Inspection Disclaimer Form
   - Inspectable Items List/Report Template
4. Sellers Inspection Guidelines Form
5. FHA Commitment Letter, if applicable
6. Certification of Zero Income for Adult
7. Certification of Zero Income for Children
8. Certification of Non-Filing Status Affidavit
**Kansas Housing**

**First Time Home Buyer (FTHB) Program**
- Down Payment (DPA) & Closing Cost Assistance
- Soft Second Mortgage - Forivable After 10 Years
- HOME Investment Partnerships Program

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### Inspection Request Form & Package Cover Form

**Date Application Emailed or Faxed**

**Date of Reinspection**

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**FOR STATE AGENCY/INSPECTOR USE ONLY**

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**Kansas Housing Resources Corporation (KHRD)**
- 111 S Kansas Ave, Suite 300
- Topeka, KS 66603
- FTHB@kahousingcorp.org
- 785-232-2044

[https://kahousingcorp.org/first-time-homebuyer](https://kahousingcorp.org/first-time-homebuyer)
First Time Home Buyer (FTHB) Program
Down Payment (DPA) & Closing Cost Assistance
Soft Second Mortgage – Forgivable After 10 Years
HOME Investment Partnerships Program

Inspection Disclaimer

The Kansas Housing Resources Corporation (KHRC) HOME First Time Homebuyers Program conducts an inspection of subject properties. This inspection is solely intended for the purpose of complying with the U.S. Department of Housing and Urban Development, HOME Investment Partnerships Program requirements.

The inspection is not intended to be a substitute for mechanical, electrical, plumbing, and structural inspections by qualified inspectors in these fields. KHRC strongly encourages homebuyers to hire independent inspectors to conduct these important inspections.

By my/our signature below, I/We understand that it is recommended that an independent inspector be hired to verify the prospective home’s mechanical, electrical, plumbing, termite damage, and structural soundness.

I/We understand that the Kansas Housing Resources Corporation is not liable for such defects, identified or unidentified, in the property that I am purchasing with the assistance of the HOME First Time Homebuyer Program.

Blue ink or e-signature:

Homebuyer _______________________________ Date ________________

Homebuyer _______________________________ Date ________________

Kansas Housing Resources Corporation (KHRC)
615 S Kansas Ave, Suite 500
Topeka, KS 66603
FTHB@kshousingcorp.org
785-217-2044
https://kshousingcorp.org/first-time-homebuyer
Kansas Housing Resources Corporation (KHRC) - First Time Homebuyer (FTHB) Program
Uniform Physical Condition Standards (UPCS) Inspectable Items & Results Report

Homebuyer(s):

Property Address:

Location, Violation and Remedy Summary (if applicable): Complete Upon Rediscussion (if applicable)

Introduction
Existing housing that is acquired for down payment and closing cost assistance must be decent, safe, sanitary, and in good repair. At minimum, the standards must provide that the housing meets all applicable State and local housing quality standards and code requirements and the housing does not contain the specific deficiencies prescribed by HUD based on the applicable inspectable items and inspected areas in HUD-prescribed physical inspection procedures (Uniform Physical Condition Standards) issued pursuant to 24 CFR § 5.705. The participating jurisdiction must inspect the housing and document this compliance based upon an inspection that is conducted no earlier than 90 days before the commitment of HOME assistance. If the housing does not meet these standards, the housing must be rehabilitated to meet the standards of this paragraph (ii)(3) or it cannot be acquired with HOME funds.

Disclaimer
The State of Kansas HOME First Time Homebuyer Program conducts a UPCS inspection on subject properties. FTHB’s inspection is not intended to be a substitute for mechanical, electrical, plumbing and structural inspections by qualified inspectors in these fields.

Visual Paint Assessment
The HUD regulation defines deteriorated paint as "Any interior or exterior paint or other coating that is peeling, chipping, chalking, or cracking, or any paint or coating located on an interior or exterior surface or structure that is otherwise damaged or separated from the substrate. Substrate means the material directly beneath the painted surface east of which the components are constructed, including wood, drywall, plaster, concrete, brick or tile. Material that is identified as deteriorated paint must be repaired. It must be repaired if the paint is peeling, chipping, chalking, or cracking, or if the paint is located on an interior or exterior surface. This means a total of 20 square feet on all the exterior surfaces, this includes walkways, fences, and play equipment attached to the land belonging to the owner. Twenty square feet is a square about 6 inches on each side. The de minimus level is two square feet on any one interior rooms. This means a total of 2 square feet of deteriorated paint on the floor, walls, and ceiling in the room. Two square feet is a square about 1/4 inches on each side. If all of the deteriorated paint on all of the building components is larger than the square, safe work practices and clearance must be performed. Lead Paint Visualization Training available at https://hsgov/offices/leadtraining/visualpainttrain.html”

Visual Paint Assessment

Passed Visual Paint Assessment - No deteriorated paint found

Failed Visual Paint Assessment, deteriorated paint found, but below the De Minimus level. Work can be completed by the homeowner using safe work practices.

Failed Visual Paint Assessment, deteriorated paint found, above the De Minimus level. Work must be completed by a trained and certified lead paint professional. Since the First Time Homebuyer Program is an acquisition program, Subpart X of 24 CFR 85, 1000 lead paint regulations apply. Whole unit clearance is required.
First Time Home Buyer (FTHB) Program
Down Payment (DPA) & Closing Cost Assistance
Soft Second Mortgage - Forgiveable After 10 Years
HOME Investment Partnerships Program

Seller’s Inspection Guidelines
To be given to seller at application.

Potential Buyer(s) __________________________
Property Address ____________________________________________________________
City __________________________________________, Kansas Zip Code _____________

The shellings shall be inspected, per HUD Form 10050-3, as listed below. Additional requirements may be
stipulated by inspector. A Local Point Visual Assessment will also be performed.

1. All exterior walls shall be free of sound and free from hazards. Visible walls shall be held more than thirty-
inch above the adjacent surface and must be protected by a guard rail or handrail at the stairs. Rails shall
conform to local code requirements as to construction.
2. Building walls, floor, and roof shall be sound, free from hazard and weather tight.
3. There shall be no evidence of peeling or flaking paint on exterior or interior painted surfaces, including exterior
wind-walls.
4. The building drainage system, gutters and downspouts must be in operating condition.
5. The building site must be free of debris and free from hazards.
6. All windows and doors in the unit must be in operating condition, sound, free from hazard and weather tight.
7. Windows accessible from the ground must be lockable. All exterior doors must be lockable and have a storm
door. All windows required by code or 24CFR must have screens.
8. The heating system for the unit must be in good operating condition and capable of providing adequate heat
to all living spaces. Gas systems must be properly vented.
9. The hot water heating system for the unit must be in good operating condition and capable of providing
adequate hot water to kitchen and bath spaces. Gas systems must be properly vented. Pressure relief valves
and 1/4” overflow pipe 2 to 6 inches from the floor are required for hot water heaters.
10. The plumbing system for the unit must be in good operating condition and capable of providing adequate water
to kitchen and bath spaces and removing wastewater to a public or private disposal system. Seller may be
required to provide proof of acceptability of local sewerage systems and water supply systems.
11. If a stove or refrigerator is included in the sale of the property, the appliances must be present at the time of the
inspection and must be in good operating condition. Kitchen areas must provide food storage and preparation
areas.
12. Bathrooms must have an enclosed toilet space, a bath space, and an operable window or a powered
ventilation system.
13. The leasing must be free from intertia.
14. The building must be free from hazardous materials as defined by Kansas and Federal Standards. A list of such
items is available upon written request.
15. An operable smoke detector must be provided on each occupied level plus the basement area of the unit.
16. At the time of the inspection for these standards, this unit must be ready for occupancy with all utility systems,
appliances, and smoke detectors operative. Only one compliance inspection will be made.
17. Inspections for non-intrusive, visual inspections only. A HWC is not, by nature of the inspection process,
providing any safety or code compliance assurances to buyer or seller or confirmation of building materials,
quality or integrity of construction or confirmation of any warranty issues, express or implied. It is
recommended that the buyer obtain inspections from local firms or licensed contractors if such assurances
are expected by the condition or age of the property or equipment being provided by the seller.

Further, the inspection in NOT a warranty to the buyer(s), the seller(s) or any other person(s).

Any other conditions that would constitute desert, safe and contrary housing.

Soldier(s) has not been occupied by a tenant for an agreed upon amount or without charge, regardless of a
written agreement. The Seller and Purchaser during the time (3) month period preceding the date of
the purchase contract.

By signing below, the seller indicates that he has received and understood the conditions required and outlined by
these guidelines. Further, by signing below, the seller or seller’s agent indicates that the residence meets or will meet
all of the standard requirements stated above prior to closing.

By signing below, the seller is required to provide all necessary repairs, at their expense. The seller may be charged for any

By signing below, the seller is required to provide all necessary repairs, at their expense. The seller may be charged for any

The seller agrees to make any necessary repairs at their expense. The seller or seller’s agent must indicate that the
residence meets or will meet all of the standard requirements stated above prior to closing.

Blue Ink or same

Sellers: ___________________________ Date: ______________
Sellers: ___________________________ Date: ______________

Page 1 Kansas FTHB Seller Inspection Guidelines

Page 2 Kansas FTHB Seller Inspection Guidelines
First Time Home Buyer (FTHB) Program
Down Payment (DPA) & Closing Cost Assistance
Soft Second Mortgage – Forgivable After 10 Years
HOME Investment Partnerships Program

FHA DPA Commitment Form
For use only with FHA First Mortgage Loan Commitments

The Kansas Housing Resources Corporation hereby agrees to provide its own funds for the down payment assistance (DPA) loan as stated below in connection with the associated first mortgage and has a legally enforceable obligation to provide those DPA funds. Legal opinion follows this form.

Lenders must place this form, the DPA note, and the DPA mortgage on the right side of the endorsement binder with Asset Verification documentation needed to close.

Commitment Date
Estimated Closing Date
KHRC Loan Number
Lender Name

DPA Programs: HOME Investment Partnerships Program

DPA Loan Amount
Borrower Name
Co-Borrower Name
Property Address
City
Zip

FHA Case Number

Marilyn Stanley
Single Family Program Manager
Kansas Housing Resources Corporation
611 S. Kansas Ave, Suite 300
Topeka, KS 66603
EIN: 15-0500729

Kansas Housing Resources Corporation (KHRC)
611 S Kansas Ave, Suite 300
Topeka, KS 66603
FTHB@kshousingcorp.org
785-327-5844
https://kshousingcorp.org/first-time-homebuyer
Certification of Zero Income for Adult
(To be signed by adult household member only)

Household Member Name: ________________________________

I certify the following:

1. I am currently unemployed and am not receiving income (earned or unearned).

2. I do NOT receive income from any of the following sources:
   a. Wages from employment (including commissions, tips, bonuses, fees, etc.);
   b. Income from the operation of a business;
   c. Rental income from real or personal property;
   d. Unemployment or disability payments;
   e. Public assistance payments;
   f. Periodic allowances such as alimony or child support;
   g. Social Security payments, annuities, insurance policies, retirement funds, pension, or death benefits;
   h. Veteran’s Benefits;
   i. Supplemental Security Income;
   j. Contracted Income (Elder, LIAP, Door Dash, Grab Hub, etc.);
   k. Regular payments (employment and non-employment) received through payment services (Venmo, Cash App, etc.);
   l. Any other source not listed above.

Under penalty of perjury, I certify the information presented above is true and accurate. I understand that providing false representations herein may constitute an act of fraud. I acknowledge the information provided is being used for the specific purpose of determining my household’s eligibility to receive assistance through the FTHB HOME program. I will cooperate fully with the lender or KHRC, as applicable, to provide or obtain any necessary documents to confirm the information I have provided.

There is no imminent change expected in my income during the next 12 months.

Blue ink or e-signature:

______________________________  ________________________________
Household Member Signature    Date
Certification of Zero Income for Children
(To be signed by custodial parent or legal guardian)

I, __________________________, hereby certify that I do not receive income from any of the following sources:

1. Child support (whether ordered or not ordered by the court);
2. Social Security payments;
3. Disability payments;
4. Public Assistance payments;
5. Any other source not named above;

For the following child(ren):

________________________________________

________________________________________

________________________________________

There is no imminent change expected in my income during the next 12 months.

Under penalty of perjury, I certify that the information in this certification is true and accurate to the best of my knowledge. The undersigned further understands that providing false representations herein constitutes an act of fraud.

Blue ink or e-signature:

________________________________________

Signature

________________________________________

Date
Certification of Non-filing Status

Name of Mortgagor

Property Address

STATE OF KANSAS

COUNTY OF ______________________

I, ____________________________________________, having a Social Security # of ______________________
did not file income tax returns for the year(s) 20____, 20____, and 20____, for the following reason(s):

____________________________________________________________________________________

____________________________________________________________________________________

(A full and complete explanation is required when making the above statement of not filing for the above tax year(s).)

Blue ink or e-signature:

Mortgagor ____________________________ Date ____________________

If applicable, each mortgagor must file a separate non-filing status form.

Kansas Housing Resources Corporation (KHRC)
611 S Kansas Ave, Suite 300
Topeka, KS 66603
FTHB@khousingcorp.org
785-217-2044
https://khousingcorp.org/first-time-homebuyer
Lender After Reservation Forms – Deep Dive

Before Closing
1. HUD Housing Counseling and Education Certificates of Completion
2. Affidavit of Home Buyer – Ten Year Period
3. Second Mortgage Forgiveness Notice 5 Years if under $15,000
4. Second Mortgage Forgiveness Notice 10 Years if over $15,000
5. Lead Based Paint Certification
6. Affidavit of Home Seller
7. Closing Disclosure
8. Authorization for Drawdown of Funds
9. **File must be complete to draw funds on a Friday to arrive by EFT the next Friday**

After Closing
1. Second Mortgage Promissory Note – ORIGINAL “WET” Signature
2. Second Mortgage – ORIGINAL “WET” Signature – Notarized & Recorded
3. Copy of signed Closing Disclosure
4. Copy of Signed First Mortgage Promissory Note
HUD Housing Counseling and Education

The HOME program regulations require that all homebuyers assisted with HOME funds receive U.S. Department of Housing and Urban Development (HUD) housing counseling and education services. This required housing counseling must be provided by HUD certified housing counselors working for an agency approved to participate in HUD’s Housing Counseling program.

High-quality homeownership education and housing counseling can provide the borrower with the additional information and resources to make informed decisions that support long-term homeownership sustainability.

The First Time Home Buyer (FTHB) program requires certificates of completion and receipt of payment for each or both services to document completion.

Pre-Purchase/Home Buyer Counseling is one-on-one assistance that addresses the entire homebuyer process including repairing credit, locating cash for a down payment, recognizing predatory lending practices, understanding fair lending and fair housing requirements, the decision to purchase a home, the selection and purchase of a home, and issues arising during or affecting the period of homeownership. All housing counseling sessions require a financial and housing affordability analysis (personal budget) and a written action plan.

Homeownership Education is defined as formal classes, with established curriculum and instructional goals, provided in a group or classroom setting, or other formats approved by HUD, covering the home buying process; how to maintain a home; budgeting; fair housing; identifying and reporting predatory lending practices; rights for persons with disabilities; and the importance of good credit. The education may be delivered in various formats (in-person, internet, telephone, or a hybrid format).

Housing Counseling Fees
Participating agencies may charge reasonable and customary fees for housing education and counseling services, as long as the cost does not create a financial hardship for the client. Agencies must inform clients of the fee structure in advance of providing services. If any agency chooses to charge fees, the agency must provide counseling without charge to persons who cannot afford the fees.
4. Such Residence is to be a family residence at the execution of the second mortgage securing the Note evidencing the KHF or KMA note.
5. Mortgagor intends to occupy such Residence as Mortgagor’s principal residence within 60 days after the financial closing in paragraph 3 is completed.
6. Mortgagor is aware of the Residence as Mortgagor’s principal residence as long as the KHF note remains outstanding or the KMA note remains outstanding unless otherwise notified in writing by the KHF. Mortgagor is also aware that the first mortgage securing the KHF note remains outstanding unless otherwise notified in writing by KHF.
7. All of the land being purchased with the assistance, if any, is being purchased, or upon which the residence is located, reasonably marks the basis for the determination of the deed and does not fail to provide, other than incidentally, a source of income to mortgagor.
8. Mortgagor will not use the Residence primarily as a place of business or as more than 15% of the total area thereof is a place of business and will not defraud any portion of the use of the Residence as a home business expenses on Mortgagor’s “principal” or federal income tax reporting.
9. Mortgagor will not rent the Residence or any part of the Residence, or sublet the Residence as an Investment property or as a rental unit or “back of home.” Should the Mortgagor enter into an agreement to rent out or lease the residence, then the Mortgage shall declare an amount of funds secured by the second mortgage to be immediately due and payable.
10. The real estate is located within the state of Kansas on the city limits of Kansas city, nebraska, topeka, lawrence, or Wyandotte, or other county.

Mortgagor acknowledges and understands KHF’s policy regarding refinancing and subordination, if applicable, of the Residence.

In agreement, the following requirements must be met:

- The Residence is to be occupied for the primary use of the owner mortgagor or his/her family.
- The Residence is not subject to any claim or lien in excess of $10,000.
- The Residence is not subject to any claim or lien in excess of $10,000.

In the event of a violation of any of the conditions above, the KHF may require the mortgagor to pay the balance of the loan immediately.
Mortgage has not been a party to a mortgage, conditional sale contract, pledge, agreement to hold title in escrow, or any other form of owner-financing, whether or not paid off, or the issuance or any time prior to the execution of the second mortgage, nor shall the first mortgage loan under the terms of the mortgage as shown in Mortgage's application for a Fannie Mae loan.

Mortgagor will not use any portion of the proceeds of this FHA, VA, or private mortgage to make or maintain any improvement or other form of owner-financing, whether or not paid off, or the issuance of the mortgagor may be obligated.

The purchase price of the residence and any improvements purchased in connection therewith, including any additional terms such as cashing, certain rules and laws, including any settlement or financing costs and any amount paid for property which is not real property or a fixture, is $.

Mortgagor is not purchasing any unimproved home from the seller in connection with the purchase of the residence, except as stated in Exhibit A attached hereto.

Apart from an agreed real estate agent commission and the first mortgage loan referred to in paragraph 15, above, no money is being paid, nor any promise is being made, nor any other action or statement is being made, except as stated in Exhibit A attached hereto.

Mortgagor's federal tax return (or return to any person in connection with the purchase of the second mortgage to the person in connection with the purchase of the second mortgage, except as indicated in the escrow and settlement documents or in the Seller's affidavit or Lender's Certificate.

Mortgagor's federal income tax return (or return, if any, in connection with the purchase of the second mortgage to the person in connection with the purchase of the second mortgage, except as indicated in the escrow and settlement documents or in the Seller's affidavit or Lender's Certificate.

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Mortgagor's income tax return (or return, if any, in connection with the purchase of the second mortgage to the person in connection with the purchase of the second mortgage, except as indicated in the escrow and settlement documents or in the Seller's affidavit or Lender's Certificate.

---

**USE BOOK INDEX:**

**Notary:**

**Subscribed and sworn to me this day of ,

My Commission Expires:

**Notary Public**

---

**Notary:**

**Subscribed and sworn to me this day of ,

My Commission Expires:

**Notary Public**

---
Kansas Housing Resources Corporation (KHRC) is assisting in the financing of the purchase of your property with a second mortgage loan. Should you sell your home prior to the end of the affordability period, you will owe a portion of the funds back to KHRC. Below is an approximation of how much you may owe at the beginning of each year of your ten-year affordability period:

The amount you are receiving is: $14,999.00

<table>
<thead>
<tr>
<th>Year</th>
<th>1/2 Soft Second Amount</th>
<th>1/2 Interest Free Mortgage Amount</th>
<th>TOTAL OWED TO KHRC</th>
</tr>
</thead>
<tbody>
<tr>
<td>Year 1</td>
<td>$7,499.50</td>
<td>$7,499.50</td>
<td>$14,999.00</td>
</tr>
<tr>
<td>Year 2</td>
<td>$5,999.60</td>
<td>$7,499.50</td>
<td>$13,499.10</td>
</tr>
<tr>
<td>Year 3</td>
<td>$4,999.70</td>
<td>$7,499.50</td>
<td>$11,999.20</td>
</tr>
<tr>
<td>Year 4</td>
<td>$2,999.80</td>
<td>$7,499.50</td>
<td>$10,499.30</td>
</tr>
<tr>
<td>Year 5</td>
<td>$1,499.90</td>
<td>$7,499.50</td>
<td>$ 8,999.40</td>
</tr>
<tr>
<td>Year 6</td>
<td>-$</td>
<td>$7,499.50</td>
<td>$ 7,499.50</td>
</tr>
<tr>
<td>Year 7</td>
<td>-$</td>
<td>$7,499.50</td>
<td>$ 7,499.50</td>
</tr>
<tr>
<td>Year 8</td>
<td>-$</td>
<td>$7,499.50</td>
<td>$ 7,499.50</td>
</tr>
<tr>
<td>Year 9</td>
<td>-$</td>
<td>$7,499.50</td>
<td>$ 7,499.50</td>
</tr>
<tr>
<td>Year 10</td>
<td>$1,000.00</td>
<td>$7,499.50</td>
<td>$ 8,499.50</td>
</tr>
<tr>
<td>Year 11</td>
<td>-$</td>
<td>$7,499.50</td>
<td>$ 7,499.50</td>
</tr>
</tbody>
</table>

By signing, you are confirming that you have received this information.

Use blue ink or e-signature

Second Mortgage Forgiveness by Year

The amount you are receiving is: $20,000.00

<table>
<thead>
<tr>
<th>Year</th>
<th>1/2 Soft Second Amount</th>
<th>1/2 Interest Free Mortgage Amount</th>
<th>TOTAL OWED TO KHRC</th>
</tr>
</thead>
<tbody>
<tr>
<td>Year 1</td>
<td>$10,000.00</td>
<td>$10,000.00</td>
<td>$20,000.00</td>
</tr>
<tr>
<td>Year 2</td>
<td>$9,000.00</td>
<td>$10,000.00</td>
<td>$19,000.00</td>
</tr>
<tr>
<td>Year 3</td>
<td>$8,000.00</td>
<td>$10,000.00</td>
<td>$18,000.00</td>
</tr>
<tr>
<td>Year 4</td>
<td>$7,000.00</td>
<td>$10,000.00</td>
<td>$17,000.00</td>
</tr>
<tr>
<td>Year 5</td>
<td>$6,000.00</td>
<td>$10,000.00</td>
<td>$16,000.00</td>
</tr>
<tr>
<td>Year 6</td>
<td>$5,000.00</td>
<td>$10,000.00</td>
<td>$15,000.00</td>
</tr>
<tr>
<td>Year 7</td>
<td>$4,000.00</td>
<td>$10,000.00</td>
<td>$14,000.00</td>
</tr>
<tr>
<td>Year 8</td>
<td>$3,000.00</td>
<td>$10,000.00</td>
<td>$13,000.00</td>
</tr>
<tr>
<td>Year 9</td>
<td>$2,000.00</td>
<td>$10,000.00</td>
<td>$12,000.00</td>
</tr>
<tr>
<td>Year 10</td>
<td>$1,000.00</td>
<td>$10,000.00</td>
<td>$11,000.00</td>
</tr>
<tr>
<td>Year 11</td>
<td>-$</td>
<td>$10,000.00</td>
<td>$ 1,000.00</td>
</tr>
</tbody>
</table>

By signing, you are confirming that you have received this information.

Use blue ink or e-signature
Disclosure of Information on Lead-Based Paint & Lead-Based Paint Hazards

Lead Warning Statement
Every purchase of a residential real property on which a residential dwelling was built prior to 1978 is noted that such property may present exposure to lead-based paint that may place young children at risk of developing lead poisoning. Lead poisoning in young children can produce permanent neurological damage, including learning disabilities, reduced intelligence quotient, behavioral problems, and impaired memory. Lead poisoning has been a particular risk to pregnant women. The seller of any interest in residential real property is required to provide the buyer with any information on lead-based paint hazards from risk assessments or inspections in the seller’s possession and certify the buyer of any known lead-based paint hazards. A risk assessment or inspection for possible lead-based paint hazards is recommended prior to purchase.

Seller’s Disclosure (Title)

(a) Presence of lead-based paint and/or lead-based paint hazards (check one below):

X Known lead-based paint and/or lead-based paint hazards present in the housing (applicable):

(b) Seller has no knowledge of lead-based paint hazards and/or lead-based paint hazards in the housing

(c) Records and reports available to the seller (check one below):

X Seller has provided the purchaser with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the housing (if documents below):

X Seller has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing

Purchaser’s Acknowledgment (Title)

(a) Purchase has reviewed copies of all information listed above:

(b) Purchase has received the pamphlet Protect Your Family from Lead in Your Home:

(c) Purchase has (check one below):

X Received a 10-day opportunity to inspect the property to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards:

X Waived the opportunity to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards

Agent’s Acknowledgment (Title)

X Agent has informed the seller of the seller’s obligations under 42 U.S.C. 4852(d) and is aware of his/her responsibility to ensure compliance.

Certification of Accuracy

The following parties have reviewed the information above and certify, to the best of their knowledge, that information provided by the usiness is true and accurate.

Seller

Buyer

Agent

Purchaser
APPENDITI OF HOME SELLER

STATE OF KANSAS
COUNTY OF

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

SELLER UNDERSTANDS THAT THE MISREPRESENTATION OF THE AFFIDAVIT IN ANY WAY MAY RESULT IN ALL AMOUNTS BORROWED FROM KANSAS HOUSING RESOURCES CORPORATION (KHRC) THROUGH THE HOME PROGRAM ADMINISTERED BY THEM, BECOMING REIMBURSEABLE FOR AND PAYABLE. SELLER IS AWARE THAT ALL FACTS RECEIVED IN THIS AFFIDAVIT WILL BE INDEPENDENTLY VERIFIED AND THAT INTENTIONAL MISREPRESENTATION 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 (x)), (whether one or more parties):

   Bereavements 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 self-balanced 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 1980, HOME Investment Partnerships Program, and pursuant to the federal and KHRC rules and regulations promulgated thereunder (hereinafter all rules, programs, 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 waive 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 this purchase.

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 the 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:

    - Seller has not been raised to or occupied by a tenant at any time during the three (3) month period preceding the date the purchase contract.
    - Seller has been occupied by the Purchaser during the three (3) months immediately preceding the date of the purchase contract and is not otherwise tenant other than the Purchaser during said three (3) month period.
    - Seller 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:

Signature of Seller:

Subscribed and sworn to before me this day of

My Commission Expires:

Notary Public:

$12
Authorization for Drawdown of Funds

This form must be submitted to KHRC to confirm the actual amount of HOME funds needed to close. The amount indicated cannot exceed the amount originally reserved, but it may be less. This must be received by KHRC AT LEAST 10 working days prior to closing.

List all normal fees charged by lender which have been waived for match purposes:

__________________________________________

Today’s Date: _______________________________

Homebuyer(s): ______________________________

KHRC Confirmation/Loan #: ___________________

HOME Funds Requested: $ ___________________

Closing Date: ___________ Occupancy Date: ___________

Lender: ___________________________ Complete Mailing Address

Has your lending institution completed forms to request Electronic Transfer? YES NO

I certify the amount listed above is the confirmed amount of HOME funds requested for closing for this homebuyer. All of the amount will be used for the downpayment/closing costs.

Loan Officer’s Printed Name __________________________ Loan Officer Signature __________________________

FOR STATE USE ONLY

Approved By: __________________________ Date: ___________

Project #: ___________________________________

HOME Funding: ___________ Match: ___________ Program Income: ___________
5. Borrower's Failure To Pay Required

In addition to the provisions of Article 8, the Lender may foreclose upon the Mortgaged Property immediately after the date specified for a notice to borrower. The Lender shall be entitled to any sum which may be recovered for any payment of principal, interest, or other charges on the Mortgaged Property. The Lender may receive all sums due and payable upon the Mortgaged Property, and may enforce the security for the same, whether such sums are due or may become due, at any time or times after the date hereof, without notice to the Borrower. The provisions of this Article shall be binding upon all successors, assigns, mortgagees, and transferees.

Page 5 of 5
In the event of a foreclosure of the First Mortgage, any provision herein or any provisions in any other collateral agreement restricting the use of the Property to low or moderate income households or otherwise restricting the Mortgagor’s ability to sell the Property shall have no effect on subsequent owners or purchasers of the Property. Any person, including his or her successors or assigns (other than the Mortgagor or a related entity of the Mortgagor), receiving title to the Property through a foreclosure of the First Mortgage shall receive title to the Property free and clear from such restrictions.

This shall not be construed to indicate that Mortgagor must subordinate its interest in the property to any subsequent First Mortgage that shall come into being should the Buyer determine to refinance the property. Certain restrictions have been placed on the property through the covenants detailed in Section 20, and these covenants shall remain binding unless specifically waived in writing by Mortgagor.

IN WITNESS WHEREOF, Mortgagor has executed this Mortgage the day and year first above written.

USE BLUE INK

(Print or type Mortgagor’s Name Here)

(Print or type Mortgagor’s Name Here)

STATE OF KANSAS

COUNTY OF

On this day of , 20__, before me personally appeared and who executed the foregoing instrument, and acknowledged that executed the same for the purposes therein stated.

WITNESS, I have hereunto set my hand and affixed my official seal in the County and State aforesaid, the day and year first above written.

My Commission expires: ______________

Notary Public in and for said County and State

(Print or type Notary’s Name Here)
Connect with Us!

Contact us at info@kshousingcorp.org
Follow our website for updates: kshousingcorp.org
Join our mailing list: kshousingcorp.org/subscribe

Marilyn Stanley, Single Family Program Manager
mstanley@kshousingcorp.org
785-217-2044