MCC PROGRAM

Issued by
County of Orange, CA

SEND APPLICATIONS TO:

Program Administrator
National Homebuyers Fund, Inc.
1215 K Street, Suite 1650
Sacramento, CA 95814

Phone: 866-643-4968 Fax: 916-444-3551
Email: admin@nhfloan.org

MCC ID#: _____

APPLICANT NAME: _____

SOCIAL SECURITY NO: _____

SHADED AREA FOR PROGRAM ADMINISTRATOR USE ONLY

RMCC-002 APPLICATION AND AFFIDAVIT

Note: This form must be notarized

ALL BLANKS MUST BE COMPLETED! THERE ARE IMPORTANT LEGAL CONSEQUENCES TO THIS LEGAL AFFIDAVIT. PLEASE READ IT CAREFULLY BEFORE SIGNING

1. I (We) the undersigned, as part of my (our) application for a Reissued Mortgage Credit Certificate (RMCC), hereby state(s) under oath the following:

Part 1 – Applicant(s) Information	
Original MCC # :	
MCC Credit Rate:	%
Existing RMCC # (if a Refinance):	
Original MCC Holder's Name(s):	
Property Address:	
City, State, Zip:	
Telephone #:	
Email Address:	

Part 2 – Original Loan Information	
Date of Original Loan Close:	
Original Loan Principal Amount:	$
Outstanding Principal Balance of original loan due on date of Close of new loan:	$
Interest Rate of Original Loan:	%
Monthly Payment of Original Loan:	$
Date of First Scheduled Payment Due of original loan:	
Exact Title held on Original Loan:	

Part 3 – New Loan Information	
Date of New Loan Close:	
New Loan Principal Amount:	
Interest Rate of New Loan:	
Term of New Loan	
Type of Loan:	☐ FHA ☐ Conventional or ☐ Other _____
Monthly Payment of New Loan:	
Date of First Payment Due of New Loan:	
Exact Title held on New Loan:	

2. The Old Loan is the subject of a Mortgage Credit Certificate issued by the County ("the Existing MCC").

3. The Reissued Mortgage Credit Certificate (RMCC) is to be issued with respect to the Residence, which is the same property to which the Existing MCC relates. The RMCC credit rate is the same as the Existing MCC and will not be in excess of that rate.

4. The applicant(s) agrees to carefully read the terms of the RMCC (including Exhibit A). The applicant(s) understands that the reissued credit (the "Reissued Credit") pursuant to the RMCC may not be larger in any taxable year than the Reissued Credit Cap Limit (as calculated in Exhibit A to the RMCC). The applicant(s) certifies that the applicant(s) will not claim a Reissued Credit pursuant to the RMCC with respect to any taxable year unless the Reissued Credit Cap Limit has been calculated by Lender for such taxable year, in accordance with Exhibit A of the RMCC.

5. The applicant(s) understands that the RMCC completely replaces the Existing MCC and that once the RMCC has been issued to the applicant(s), the applicant(s) cannot claim any further credits under the Existing MCC after the date of issue of the RMCC.

6. The New Loan is not (or will not be) used in connection with a qualified mortgage bond or qualified veterans mortgage bond, balloon payment, negative amortization, or potential negative amortization loan terms.

7. I (we) certify that the Residence has been occupied and used as my (our) principal place of residence and has remained as such from the date the original MCC was issued. I (We) certify that the Residence will not be used as an investment property, vacation home, or recreational home and that not more than 15% of the area of the Residence will be used in a trade or business. I (We) certify that I (We) will notify the City in writing if the residence ceases to be my (our) principal Residence.

8. I (we) agree to pay a non-refundable RMCC application fee of $350 (cashier's check) for processing the RMCC application.

9. I (we) understand that the recapture provision of my (our) original MCC, under which I (we) may incur an additional tax liability in the year I (we) sell (title transfer) the residence, is still valid and in full effect.

I (we) acknowledge and understand that this Affidavit will be relied upon for purposes of determining my (our) eligibility for a RMCC. I (we) acknowledge that material misstatement fraudulently or negligently made in this Affidavit or in any other statement made by me (us) in connection with an application for an RMCC may (1) constitute a federal violation punishable by a fine, (2) result in denial of my (our) application for a RMCC, and/or (3) if an RMCC has been issued prior to discovery of the false statement, immediate cancellation of the RMCC issued, which may be in addition to any criminal penalty imposed by law. Any fraudulent statement made in this affidavit may result in (a) revocation of the applicant's Reissued Mortgage Credit Certificate, and (b) a penalty of up to $10,000 pursuant to Section 6709 of the Internal Revenue Code of 1986, as amended.

MUST BE SIGNED BEFORE A NOTARY PUBLIC:

Date: _____

_____ _____
Printed Name of Applicant **Signature of Applicant**

_____ _____
Printed Name of Applicant **Signature of Applicant**

STATE OF CALIFORNIA

County of _____

On _____, **before me,** _____
(insert name and title of the officer)

personally appeared _____,

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signatures(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal. _____
Signature

LENDER CERTIFICATION

To the best of its knowledge, the undersigned Lender certifies that no material misstatements appear in this affidavit for a Reissued Mortgage Credit Certificate. The undersigned has contacted the lender with respect to the Old Loan (if different from the Lender) to verify (or has verified in some other manner) (a) the outstanding principal balance of the Old Loan (exclusive of accrued interest and other charges) as of the date of closing of the New Loan; (b) that the terms of the Old Loan are the same as the terms of the Old Loan stated in the documents provided by the applicant in this affidavit. The Lender certifies that it will calculate and provide to the applicant the Reissued Credit Cap Limit and the Reissued MCC Ratio (as defined in Exhibit A to the Reissued Mortgage Credit Certificate) and, if the Old Loan is an adjustable rate, the annual percentage rate (APR) of the New Loan, calculated in accordance with the Federal Truth in Lending Act, 15 U.S.C.A. §1601,et.seq., and the regulations promulgated thereunder. The undersigned understands that these certifications are made under penalties of perjury. Any fraudulent statement made with respect to these certifications will result in (a) revocation of the applicant's Reissued Mortgage Credit Certificate, and (b) a $10,000.00 penalty pursuant to Section 6709 of the Code.

Date: _____

_____ _____
Company Name **Signature of Lender Representative**

_____ _____
Phone **Printed Name of Lender Representative**