

MORTGAGOR AFFIDAVIT AND CERTIFICATION
Part 1 – Representations and Warranties

MORTGAGE LOAN INTEREST RATE \_\_\_\_\_%

Part 1 of 5

ISSUER Oklahoma Housing Finance Agency

PROGRAM \_\_\_\_\_

MORTGAGOR(S) \_\_\_\_\_

PROPERTY ADDRESS \_\_\_\_\_

LEGAL DESCRIPTION/ COUNTY \_\_\_\_\_

\_\_\_\_\_ TARGETED AREA

\_\_\_\_\_ NON-TARGETED AREA

The undersigned (jointly and severally, the "Mortgagor"), as applicant for a Mortgage Loan, or as applicant to assume a Mortgage Loan provided by the above referenced Program by the above referenced Issuer, and as purchaser of a Residence which is the subject of such Mortgage Loan, being first duly sworn (or affirmed) under oath, hereby states and certifies that:

- 1. I am currently or intend to become (prior to the closing of the Mortgage Loan) a Resident of the State of Oklahoma and declare the State of Oklahoma as my state of residency.
2. I am a United States Citizen or alien admitted for permanent residency.
3. I possess the legal capacity to incur the obligations of the Mortgage Loan.
4. I shall use the Single Family Residence to be purchased as my principal residence promptly and in no event later than sixty (60) days following the Mortgage Loan closing, and thereafter to maintain the property as my principal residence throughout the term of the loan.
5. The information included in the Residential Loan Application is true, accurate and complete.
6. I understand that if there is a continuous period of at least one year during which the Residence is not the principal residence of at least one of the Mortgagors, then under Section 150(b) of the Federal Internal Revenue Code of 1986, as amended, no deduction is allowed in computing taxable income for interest that accrued on the loan on or after the date such one year period began.
7. I understand that my Mortgage Loan has been financed with the proceeds of tax-exempt qualified mortgage revenue bonds.
8. The income of ALL Mortgagors and of all persons who reside or intend to reside with such Mortgagor in the same dwelling (other than persons under 18 years of age who are not primarily liable or secondarily liable on the Mortgage Note), is set forth in the Mortgagor's Affidavit and Certification (Part 3--Current Annual Family Income Worksheet) attached.
9. I understand that under the above referenced Program, all or a part of the Mortgage Loan proceeds may be used to pay or replace a short term construction loan or temporary initial financing on the residence to be financed where the term of such interim financing is 24 months or less.
10. I understand that for purposes of the following, examples of interests which constitute "Present Ownership" interests are as follows: (i) a fee simple interest; (ii) a joint tenancy; a tenancy in common; or tenancy by the entirety; (iii) the interest of a tenant-shareholder in a cooperative; (iv) a life estate; (v) a land contract (i.e., a contract pursuant to which possession and the benefits and burdens of ownership are transferred although a legal title is not transferred until some later time); and (vi) an interest held in trust for the Mortgagor (whether or not created by the Mortgagor) that would constitute a present ownership interest if held directly by the Mortgagor.

Also for the purposes of the following, I understand that examples of interests which DO NOT constitute "Present Ownership" interests are as follows: (i) a remainder interest; (ii) a lease, with or without an option to purchase; (iii) a mere expectancy to inherit an interest in a principal residence; (iv) the interest that a purchaser of a residence acquires on the execution of a purchase contract; and (v) an interest in other than a principal residence during the previous three years.

Select (a) or (b) as appropriate:

(a) Other than allowed as a consequence of financing in effect asset forth in Section 7 above, at no time during the three-year period prior to the closing of this Mortgage Loan have I had any present ownership interest in my principal residence. During the three-year period prior to the closing of the Mortgage Loan I have lived as a tenant, lived with members of my immediate family, or under some other arrangement without having a "Present Ownership" interest in the principal residence in which I lived. These addresses are listed below with the dates (from and to) of occupancy:

- 1. \_\_\_\_\_ Dates From \_\_\_\_\_ To \_\_\_\_\_
2. \_\_\_\_\_ Dates From \_\_\_\_\_ To \_\_\_\_\_
3. \_\_\_\_\_ Dates From \_\_\_\_\_ To \_\_\_\_\_
4. \_\_\_\_\_ Dates From \_\_\_\_\_ To \_\_\_\_\_

(b) During the three-year period prior to the closing of this Mortgage Loan I have had a "Present Ownership" interest in my principal residence.

