

CONTRA COSTA COUNTY
COMMUNITY DEVELOPMENT DEPARTMENT
Mortgage Credit Certificate Program
2530 Arnold Drive, Suite 190
Martinez, CA 94553
925-335-7206

MCC NO: _____
NAME: _____
SOCIAL SECURITY: _____
NAME: _____
SOCIAL SECURITY: _____

SELLER AFFIDAVIT

THERE ARE IMPORTANT LEGAL CONSEQUENCES TO THIS LEGAL AFFIDAVIT; READ IT CAREFULLY BEFORE SIGNING.

1. I, (We), the undersigned, an essential participant in the application for a Mortgage Credit Certificate ("MCC") to be issued by Contra Costa County (the "County") pursuant to the Mortgage Credit Certificate Program (the "Program"), being submitted by _____ (the "buyer"), in connection with the Buyer's purchase from the undersigned of a single-family home (the "Residence"), being first duly sworn, hereby state the following:
 2. I, (We) certify that I (we) am (are) the Seller of the Residence.
I, (We) certify that the total amount paid to me (us) (or to anyone related to me [us], or acting on my [our] behalf,) in connection with the purchase of the Residence and any other property being acquired contemporaneously with the Residence, including all money to be paid to me and the full value of the goods or services to be provided to me is \$ _____ (sales price), excluding all usual and reasonable settlement or financial costs, including title and transfer costs, title insurance, survey fees, credit reference fees, legal fees, appraisal expenses and "points" which are paid by the Buyer.
 3. The Residence is located in the Unincorporated County or City of _____, at the following address: _____.
- Complete each of the following statements as applicable: If a statement is not applicable, state "not applicable or n/a" in the blank therein.
4. I, (We), certify that:
 - a. The total amount of payments made to date to me (or to anyone related to me or acting on my behalf) for the purchase of the Residence by the Buyer is \$ _____ (amount deposited in escrow).
 - b. As of the date of the Affidavit, the Residence has not been completely constructed, and my estimate of the reasonable cost of the Residence is \$ _____ (for new construction).
 5. I, (We) have entered into no contract or agreement, either expressed or implied, with the Buyer of the Residence to perform additional construction on the Residence or to transfer any additional property for additional cost other than personal property contained in the Sales Agreement submitted with the initial Reservation Request and made a part of the Affidavit.
 6. The Residence is a single-family home defined as a housing unit intended and used for occupancy by one household.
 7. I, (We), acknowledge and understand that this Affidavit will be relied upon for purposes of determining the Buyer's eligibility for an MCC. I (We) acknowledge that a material misstatement negligently made in this affidavit or in any other statement made by me (us) in connection with the Buyer's MCC will constitute a federal violation punishable by a fine; and a material misstatement fraudulently made in this affidavit or in any other statement made by me (us) in connection with the Buyer's application for an MCC will constitute a federal violation punishable by a fine and revocation of the Certificate, which will be in addition to any criminal penalty imposed by law.

8. In addition, I (We) hereby acknowledge and understand that any false pretense, including false statement or representation; or the fraudulent use of any instrument, facility, article or other valuable thing or service pursuant to participation in any county program, is punishable by imprisonment or by a fine.

Signature of Seller(s): _____

Subscribed and sworn to before me on this _____ day of _____ 200__.

Notary Public in and for Contra Costa County, State of California

My Commission Expires: _____

Note: Lender should ensure the form is completely filled in and properly signed, notarized and submitted to the County within five working days after close of escrow.