



Program Bulletin

May 24, 2000

Program Bulletin #2000-09

To: CHFA Approved Lenders

REVISED CHFA FORMS

CHFA has revised the following four forms:

- CHFA Borrower's Affidavit - Rev. 5/17/00
- CHFA Seller's Affidavit – Rev. 5/17/00
- Mortgage Submission Voucher Part 1 – Conditional Approval – (MSV-I)
Rev. 5/17/00
- Mortgage Submission Voucher Part II – Purchase Submittal and Lender
Certification – (MSV- II) Rev. 5/17/00
- Reformation of Permanent Deed of Trust - 4/26/00

Brief descriptions of the revisions for each document are provided below along with the effective date of use.

CHFA Borrower's Affidavit - Federal Law requires the collection of certain data to monitor compliance with equal credit opportunity, fair housing, and home mortgage disclosure laws. In addition, California law requires that when certain borrower data is collected with respect to race or national origin, the data must be broken down into more specific categories than federal law requires. The information is voluntary on the part of the borrower, however, the lender must collect the information. If the borrower refuses to do so, the lender must note the race or national origin by visual observation. Since California law requires this additional information, the Borrower's Affidavit has been modified to collect this information on race or national origin in addition to the information collected on the Borrower's loan application (FNMA 1003).

The Agency has also deleted the paragraph regarding qualified rehabilitation loans. The Agency does not presently offer or fund rehabilitation loans.

The immediate use of the Borrower's Affidavit is optional, however, it will be required for all loan submissions (for conditional loan approval) **on or after JULY 1, 2000.**

CHFA Seller's Affidavit – Slight modifications have been made and the following two statements have been eliminated from the 10/30/95 version of the affidavit:

- “All of the land being sold with the residence reasonably maintains the basic livability of the residence, and to the best of (my/our) knowledge the purchasers do not intend to subdivide such land”,
- “To the best of (my/our) knowledge, the purchasers intend to occupy the residence as such purchaser’s principal place of residence within 60 days of the closing of the loan”.

The new version of the Seller’s Affidavit may be used immediately, and will be required for all loan submissions (for conditional loan approval) **on or after JULY 1, 2000**.

Mortgage Submission Voucher Part 1 – Conditional Approval – (MSV- I) – With the implementation of LAS the MSV- I is no longer a required document when submitting a conditional approval package to CHFA. However, several lenders have found its’ use helpful when completing borrower information prior to making a loan reservation. Therefore, it has been revised to include the expanded ethnicity background codes as discussed above in the "Borrower's Affidavit".

Mortgage Submission Voucher Part II – Purchase Submittal and Lender Certification – (MSV- II) – CHFA is now required by the California Debt Limit Allocation Committee (CDLAC) to collect additional loan closing data for each loan purchased by the Agency. CHFA will use the attached revised MSV-II as the source document to collect this required information. The new required information includes:

- A breakdown of lender fees collected;
- The actual amount of down payment and closing costs paid by the borrower;
- Estimated monthly payment amounts for property taxes, hazard insurance; mortgage insurance and other items such as condominium dues, etc.;
- The date the mortgage loan was funded; and
- The rate, terms and amount of all subordinate financing and the intended purpose of the subordinate financing (downpayment and/or closing cost assistance).

The immediate use of the MSV-II is optional; however, **on or after JULY 1, 2000**, it will be mandatory to be completed for all loans submitted or resubmitted for purchase

Reformation of Permanent Deed of Trust

CHFA has developed a Reformation of the Permanent Deed of Trust document that can be used to correct errors/omissions in our deeds of trust. This document can be used on either a CHFA first or second deed of trust. The Agency will accept other lender-prepared modification of deed of trust documents provided these documents have been reviewed and approved by CHFA prior to their use.

Questions regarding this bulletin should be directed to "CHFA, Single Family Programs," at 1121 L Street, 7th Floor, Sacramento, CA 95814; or by phone (916) 324-8088; or by fax (916) 324-6589. You may access and print copies of these and other CHFA forms from our web page at www.chfa.ca.gov.

Attachments



BORROWER'S AFFIDAVIT

Page 1 of 3

I, _____, and I, _____, "Applicant(s)" apply for a home mortgage originated by _____, pursuant to the Mortgage Bond Program of the California Housing Finance Agency (the "CHFA"), do hereby represent and warrant as follows:

1. The residence to be financed with the proceeds of the mortgage loan is located within the County of: _____ at _____.
2. The residence is reasonably suitable for occupancy by not more than one family.
3. (I/We) will occupy the residence as (my/our) principal place of residence within 60 days of the closing of the residence mortgage, and thereafter will maintain the property as (my/our) principal residence for the duration of this mortgage. (I/We) do not intend to, and have not entered into any arrangement to, rent, sell, assign or transfer the residence.
4. (I/We) will not use more than 15% of the total area of the residence or otherwise use the residence primarily in a trade or business which qualifies (me/us) to a deduction for expenses for business use of residence under Section 280A of the Internal Revenue Code, use the residence as investment property and will not receive any income from the residence or the land being purchased with the residence, or use the residence as a recreational residence.
5. All of the land being purchased with the home is required to maintain the basic livability of the residence, and (I/we) have no intention of subdividing such land or otherwise selling it apart from the residence.
6. (I/We) have not had a present ownership interest* in a principal residence, including factory made housing permanently fixed to real property, at any time during the three-year period immediately prior to the closing of the home mortgage, except that this paragraph does not apply if the home is located in a targeted area or if (I/we) (am/are) applying for a qualified rehabilitation loan. (I/We) have attached copies of (my/our) signed federal income tax returns for such 3-year period which were filed with the Internal Revenue Service. If (I/we) (was/were) not required to file such returns during one or more such preceding three years in accordance with Section 6012 of the Internal Revenue Code, (I/we) have executed the California Housing Finance Agency's Tax Return Affidavit.
7. (I/We) have submitted to CHFA a true and correct copy of the purchase contract together with all other agreements which (I/we) have entered into with the seller of the residence, to this Affidavit.
8. a. The Acquisition Cost** of the residence as shown in the purchase contract is \$_____. Neither (I/we) nor anyone on (my/our) behalf has made any payment other than such amount to the seller of the residence or to any other person on behalf of the seller, nor have (I/we) cancelled any debt of the seller or any related person of the seller.
b. (I/We) have not entered into any agreement with the seller of the home, the developer, the contractor, or any other person pursuant to which any portion of the residence has been left unfinished or any fixtures or other architectural appointments have been omitted or removed from the residence in order to reduce the Acquisition Cost, and the home as sold to (me/us) is substantially complete and contains all appropriate fixtures and other architectural appointments.
9. (I/We) will not use any part of the loan proceeds to acquire or replace an existing mortgage or loan which (I/we) have on the residence.
10. (I/We) will not allow the property to be transferred during the term of the loan without the approval of the California Housing Finance Agency.
11. (I/We) have not previously been the borrower(s) of a CHFA financed loan (not applicable if this is an assumption of a CHFA/FHA loan).
12. (I/We) understand that the CHFA approved sales price limits for existing houses are, in some counties of California, less than the CHFA approved sales price limits for new construction. **THIS COULD RESULT IN A LOWER SALES PRICE LIMIT UPON TRANSFER OF THE HOME MORTGAGE THAN WAS ORIGINALLY PAID FOR THE RESIDENCE.** At the date of this Affidavit the CHFA approved sales price for an **EXISTING** house in _____ County is \$_____.

* The term "present ownership interest" includes not only outright ownership but also any of the following interests if held either directly by you or in trust for you: a joint tenancy, a tenancy in common, a tenancy by the entirety, a community property interest, the interest of a tenant-shareholder in cooperative, a life estate, or a contract pursuant to which you have possession and the benefits and burdens of ownership although legal title is not transferred until some later time and interest held in trust for you (whether or not created by you) that would be a present ownership interest if held by you.

** The term "Acquisition Cost" means the cost of acquiring a residence from the seller as a completed unit. The term does not include usual and reasonable settlement or financing costs. It does include the amount of any lien or assessment to which the home is subject.

BORROWER'S AFFIDAVIT

13. (I/We) certify that (my/our) annualized gross income for the last calendar year is \$ _____.
14. (I/We) certify that the total number of members of (my/our) family, including (me/us), who will reside permanently in the residence is _____, and that the Applicant(s), and only the Applicant(s), (is/are) acquiring a present ownership interest in the residence.
15. (I/we) certify that (I/we) are citizens or other nationals of the United States a qualified alien as defined in the Citizenship and Alien Verification regulations of the California Housing Finance Agency set forth in Title 25 of the California Code of Regulations, Division Z, Chapter 3 (Sections 12001, *et seq.*) which implement federal legislations known as Title IV of the Personal Responsibility and Work Opportunity Reconciliation Act of 1996 (Pub. L. No. 104-193, 8 U.S.C. Sections 1601, *et seq.*).

(I/We) certify that (my/our) Social Security Numbers are:

Name _____ Social Security Number _____

16. The following information is requested by the federal government. California law requires that such information, when collected, be broken down into more specific categories as described below. You are not required to furnish this information, but are encouraged to do so. The law provides that a lender may not discriminate on the basis of this information, or on whether you choose to furnish it.

BORROWER	CO-BORROWER	BORROWER #3	BORROWER #4
I do not wish to furnish this information <input type="checkbox"/>	I do not wish to furnish this information <input type="checkbox"/>	I do not wish to furnish this information <input type="checkbox"/>	I do not wish to furnish this information <input type="checkbox"/>
Male <input type="checkbox"/> Female <input type="checkbox"/>			
Race or National Origin			
<input type="checkbox"/> American Indian or Alaskan Native			
<input type="checkbox"/> Chinese	<input type="checkbox"/> Chinese	<input type="checkbox"/> Chinese	<input type="checkbox"/> Chinese
<input type="checkbox"/> Japanese	<input type="checkbox"/> Japanese	<input type="checkbox"/> Japanese	<input type="checkbox"/> Japanese
<input type="checkbox"/> Filipino	<input type="checkbox"/> Filipino	<input type="checkbox"/> Filipino	<input type="checkbox"/> Filipino
<input type="checkbox"/> Korean	<input type="checkbox"/> Korean	<input type="checkbox"/> Korean	<input type="checkbox"/> Korean
<input type="checkbox"/> Vietnamese	<input type="checkbox"/> Vietnamese	<input type="checkbox"/> Vietnamese	<input type="checkbox"/> Vietnamese
<input type="checkbox"/> Asian Indian			
<input type="checkbox"/> Laotian	<input type="checkbox"/> Laotian	<input type="checkbox"/> Laotian	<input type="checkbox"/> Laotian
<input type="checkbox"/> Cambodian	<input type="checkbox"/> Cambodian	<input type="checkbox"/> Cambodian	<input type="checkbox"/> Cambodian
<input type="checkbox"/> Hawaiian	<input type="checkbox"/> Hawaiian	<input type="checkbox"/> Hawaiian	<input type="checkbox"/> Hawaiian
<input type="checkbox"/> Guamanian	<input type="checkbox"/> Guamanian	<input type="checkbox"/> Guamanian	<input type="checkbox"/> Guamanian
<input type="checkbox"/> Samoan	<input type="checkbox"/> Samoan	<input type="checkbox"/> Samoan	<input type="checkbox"/> Samoan
<input type="checkbox"/> Black or African American			
<input type="checkbox"/> Hispanic or Latino			
<input type="checkbox"/> White	<input type="checkbox"/> White	<input type="checkbox"/> White	<input type="checkbox"/> White
<input type="checkbox"/> Other _____			

IF YOU CHOOSE NOT TO FURNISH THE ABOVE INFORMATION AND YOU HAVE MADE THIS APPLICATION IN PERSON, UNDER FEDERAL REGULATIONS THE LENDER IS REQUIRED TO NOTE YOUR RACE OR NATIONAL ORIGIN AND SEX ON THE BASIS OF VISUAL OBSERVATION OR SURNAME.

BORROWER'S AFFIDAVIT

(I/We) have read the Note and Deed of Trust, and (I/we) understand that the loan may be accelerated upon the occurrence of certain events specified therein.

(I/We) understand that, if (I/we) have made any material misstatements in the foregoing representation or omitted to state any of the information requested, the following may occur:

1. The office of the district attorney will be contacted for investigation regarding misrepresentation and fraud.
2. The outstanding principal balance of the loan will be immediately due and payable together with accrued interest and foreclosure costs (if foreclosure is necessary because payment in full or the outstanding principal balance and accrued interest thereon is not made immediately.)
3. The rate of interest on the loan from the date of discovery will, at the option of the holder, increase to eighteen percent (18%) per annum and the monthly payment amount will be increased to amortize the loan over the term of the original note.

(I/We) declare under penalty of perjury that the foregoing warranties and representations are true and correct. Executed on the date or dates shown below.

Date and City

Signature

LENDER STATEMENT

I have explained the contents of this affidavit to each of the Borrowers whose signature appears above, and I have no reason to believe that those individuals made any misstatements in the warranties and representations required to be made herein or omitted to state any of the information requested. If Borrower(s) chose not to furnish the following information, under Federal regulations Lender is required to note race and sex on the basis of visual observation or surname.

BORROWER	CO-BORROWER	BORROWER #3	BORROWER #4
Male <input type="checkbox"/> Female <input type="checkbox"/>			
Race or National Origin			
<input type="checkbox"/> American Indian or Alaskan Native			
<input type="checkbox"/> Chinese	<input type="checkbox"/> Chinese	<input type="checkbox"/> Chinese	<input type="checkbox"/> Chinese
<input type="checkbox"/> Japanese	<input type="checkbox"/> Japanese	<input type="checkbox"/> Japanese	<input type="checkbox"/> Japanese
<input type="checkbox"/> Filipino	<input type="checkbox"/> Filipino	<input type="checkbox"/> Filipino	<input type="checkbox"/> Filipino
<input type="checkbox"/> Korean	<input type="checkbox"/> Korean	<input type="checkbox"/> Korean	<input type="checkbox"/> Korean
<input type="checkbox"/> Vietnamese	<input type="checkbox"/> Vietnamese	<input type="checkbox"/> Vietnamese	<input type="checkbox"/> Vietnamese
<input type="checkbox"/> Asian Indian			
<input type="checkbox"/> Laotian	<input type="checkbox"/> Laotian	<input type="checkbox"/> Laotian	<input type="checkbox"/> Laotian
<input type="checkbox"/> Cambodian	<input type="checkbox"/> Cambodian	<input type="checkbox"/> Cambodian	<input type="checkbox"/> Cambodian
<input type="checkbox"/> Hawaiian	<input type="checkbox"/> Hawaiian	<input type="checkbox"/> Hawaiian	<input type="checkbox"/> Hawaiian
<input type="checkbox"/> Guamanian	<input type="checkbox"/> Guamanian	<input type="checkbox"/> Guamanian	<input type="checkbox"/> Guamanian
<input type="checkbox"/> Samoan	<input type="checkbox"/> Samoan	<input type="checkbox"/> Samoan	<input type="checkbox"/> Samoan
<input type="checkbox"/> Black or African American			
<input type="checkbox"/> Hispanic or Latino			
<input type="checkbox"/> White	<input type="checkbox"/> White	<input type="checkbox"/> White	<input type="checkbox"/> White
<input type="checkbox"/> Other _____			

Date and City

Signature of Officer of Lender



SELLER'S AFFIDAVIT

I, _____, and I, _____, as seller(s) of a residence to _____ and _____, as purchaser(s), do hereby represent and warrant as follows:

1. The residence is located within the County of _____ at _____
2. The residence is reasonably suitable for occupancy by not more than one family.
3.
 - a. The acquisition cost* of the residence as shown in the purchase contract is \$ _____.
 - b. Neither the purchasers nor anyone on their behalf has made any payment other than the amount shown in "a." to (me/us) or to any other person on (my/our) behalf, nor have they cancelled any debt owed by (me/us) or by any person related to (me/us).
 - c. (I/We) have not entered into any agreement with the purchasers of the residence pursuant to which any portion of the residence has been left unfinished or any fixtures or other architectural appointments have been omitted or removed from the residence in order to reduce the acquisition cost, and the residence as sold to the purchasers is substantially complete and contains all appropriate fixtures and other architectural appointments.
 - d. The purchasers are not required to pay more than a pro rata share of assessments.
4. The residence (**HAS/HAS NOT**) been previously occupied by the purchasers or by others prior to closing of the residential mortgage. (**Circle One**)
5. (Include this paragraph only if the purchasers are applying for a qualified rehabilitation loan.)
 - a. The purchasers will be the first occupant of the residence after the completion of the rehabilitation.
 - b. The residence, or the building in which the residence is located, was first used on _____. The physical work on the rehabilitation of the residence began, or will begin on a date at least 20 years later than the date on which the residence was first used.
 - c. The cost of rehabilitation** of the residence or the proportionate cost of rehabilitation of the building in _____ which the residence is located attributable to the residence (% of square footage) is \$ _____, which amount is at least 25% of the acquisition cost of the residence.
 - d. Seventy-five percent or more of the external walls of the residence or the building in which the residence is located, which existed prior to the date physical work on the rehabilitation began, are currently in place.

(I/We) declare under penalty of perjury that the foregoing representations are true and correct.

Date and City _____ Signature _____

Date and City _____ Signature _____

* The term "acquisition cost" means the cost of acquiring a residence from the seller as a completed unit. The term does not include usual and reasonable settlement or financing costs. It does include the amount of any lien or assessment to which the residence is subject.

** Cost of rehabilitation means all direct expenditures for rehabilitation, but does not include general overhead, indirect charges or the cost of acquiring the building or the land.



MORTGAGE SUBMISSION VOUCHER
PART 1. CONDITIONAL APPROVAL

(Lender to Complete)

1. Name:	_____ (Last) _____ (First) _____ (MI)	SS No.:	_____
2. Name:	_____ (Last) _____ (First) _____ (MI)	SS No.:	_____
3. Name:	_____ (Last) _____ (First) _____ (MI)	SS No.:	_____
4. Name:	_____ (Last) _____ (First) _____ (MI)	SS No.:	_____

	U.S. Citizen	Qualified Alien	ETHNICITY	
Borrower 1:	M <input type="checkbox"/> F <input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	1: _____
Borrower 2:	M <input type="checkbox"/> F <input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	2: _____
Borrower 3:	M <input type="checkbox"/> F <input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	3: _____
Borrower 4:	M <input type="checkbox"/> F <input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	4: _____

ETHNIC BACKGROUND CODES
Indicate by Initial (s) which ethnic group applies

AM - American Indian **AN** - Alaskan Native **C** - Chinese **J** - Japanese
F - Filipino **K** - Korean **V** - Vietnamese **AI** - Asian Indian **L** - Laotian
C - Cambodian **HA** - Hawaiian **G** - Guamanian **S** - Samoan
B - Black or African American **H** - Hispanic or Latino **W** - White
O - Other or **U** - Unknown

FIRST TIME HOMEBUYERS? **YES** **NO** **TOTAL** Residing Permanently in Home: (Borrowers on Title **Plus** Other Persons Residing in Home) _____ #

Gross Annual Household Income: \$ _____	Borrower(s) Monthly Underwriting Stable Income: \$ _____
Total Housing Ratio: _____ %	Total Debt Ratio: _____ %
Loan to Value: _____ %	Annual Percentage Rate (APR): _____ %

Name of Lender: _____ Lender Loan No.: _____ FHA Case No.: _____ PMI Certificate No.: _____	Name of Correspondent: _____ (If Applicable) Correspondent No.: _____
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Processor's Name and Signature: _____

Lender's FAX Number: _____ Lender's Telephone Number: _____ Underwriter: _____ Phone #: _____ FAX #: _____	Address: _____ Address: _____
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Forward Commitment (FC) No.: _____ OR Single Loan Reservation (SLR): <input type="checkbox"/> AHPP <input type="checkbox"/> Interest Rate: _____ % Fixed <input type="checkbox"/> Adjustable <input type="checkbox"/> Resale Controls: <input type="checkbox"/> Subordinate Financing: <input type="checkbox"/> Second Mtg. Loan Amount: \$ _____ Property Address: _____ City: _____ Zip Code: _____ County: _____ Census Tract No.: _____ Thomas Bros. Map (Page and Coordinate): _____ House/Lot No.: _____ Legal Tract No. and/or Name: _____ Sales Price: \$ _____ Appraised Value: \$ _____ Census Tract No.: _____	First Mortgage Loan Amount: \$ _____ Down Payment Amount: \$ _____ Mortgage Insurance: FHA <input type="checkbox"/> CAHLIF <input type="checkbox"/> VA <input type="checkbox"/> USDA <input type="checkbox"/> Buydown <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> 3-2-1 <input type="checkbox"/> 2-1 <input type="checkbox"/> 1-1 <input type="checkbox"/> Other Other Subordinate Loan Amount: \$ _____ Condo Unit No.: _____
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STANDARD SUBDIVISION (Individual Interest - No H.O.A.) SINGLE FAMILY DETACHED <input type="checkbox"/> SINGLE FAMILY ATTACHED (Duets Only) <input type="checkbox"/>	COMMON INTEREST SUBDIVISION (Common Ownership Interest) HOME-OWNERS DUES: \$ _____ # of Units: _____ CONDO/ATTACHED PUD: <input type="checkbox"/> DETACHED PUD: <input type="checkbox"/>
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MORTGAGE SUBMISSION VOUCHER
PART 1. CONDITIONAL APPROVAL

BORROWER: _____

New Construction:	<input type="checkbox"/> Yes	<input type="checkbox"/> No	Resale/Existing:	<input type="checkbox"/> Yes	<input type="checkbox"/> No
Rural Area:	<input type="checkbox"/> Yes	<input type="checkbox"/> No	Target Area:	<input type="checkbox"/> Yes	<input type="checkbox"/> No
Developer's Name (New Construction Only): _____					
Developer Code: _____					
Address: _____			Phone #: _____		
Project Name (New Constr. Only): _____					
Year Built: _____ No. Bedrooms: _____ No. Bathrooms: _____ Square Footage (From Appraisal): _____					

CHFA manifest number: _____

Interest Rate: _____ %

NOTES:



MORTGAGE SUBMISSION VOUCHER
PART 1. CONDITIONAL APPROVAL

(Lender to Complete)

1. Name:	_____ (Last) _____ (First) _____ (MI)	SS No.:	_____
2. Name:	_____ (Last) _____ (First) _____ (MI)	SS No.:	_____
3. Name:	_____ (Last) _____ (First) _____ (MI)	SS No.:	_____
4. Name:	_____ (Last) _____ (First) _____ (MI)	SS No.:	_____

	U.S. Citizen	Qualified Alien	ETHNICITY	
Borrower 1:	M <input type="checkbox"/> F <input type="checkbox"/>	<input type="checkbox"/> <input type="checkbox"/>	1: _____	ETHNIC BACKGROUND CODES Indicate by Initial (s) which ethnic group applies AM - American Indian AN - Alaskan Native C - Chinese J - Japanese F - Filipino K - Korean V - Vietnamese AI - Asian Indian L - Laotian C - Cambodian HA - Hawaiian G - Guamanian S - Samoan B - Black or African American H - Hispanic or Latino W - White O - Other or U - Unknown
Borrower 2:	M <input type="checkbox"/> F <input type="checkbox"/>	<input type="checkbox"/> <input type="checkbox"/>	2: _____	
Borrower 3:	M <input type="checkbox"/> F <input type="checkbox"/>	<input type="checkbox"/> <input type="checkbox"/>	3: _____	
Borrower 4:	M <input type="checkbox"/> F <input type="checkbox"/>	<input type="checkbox"/> <input type="checkbox"/>	4: _____	

FIRST TIME HOMEBUYERS? **YES** **NO** **TOTAL** Residing Permanently in Home: (Borrowers on Title **Plus** Other Persons Residing in Home) _____ **#**

Gross Annual Household Income: \$ _____	Borrower(s) Monthly Underwriting Stable Income: \$ _____
Total Housing Ratio: _____ %	Total Debt Ratio: _____ %
Loan to Value: _____ %	Annual Percentage Rate (APR): _____ %

Name of Lender: _____	Name of Correspondent: _____
Lender Loan No.: _____	(If Applicable)
FHA Case No.: _____	Correspondent No.: _____
PMI Certificate No.: _____	

Processor's Name and Signature: _____

Lender's FAX Number: _____	Address _____
Lender's Telephone Number: _____	_____
Underwriter: _____	Address: _____
Phone #: _____ FAX #: _____	_____

Forward Commitment (FC) No.: _____ OR Single Loan Reservation (SLR): <input type="checkbox"/> AHPP <input type="checkbox"/> Interest Rate: _____ % Fixed <input type="checkbox"/> Adjustable <input type="checkbox"/> Resale Controls: <input type="checkbox"/> Subordinate Financing: <input type="checkbox"/> Second Mtg. Loan Amount: \$ _____	First Mortgage Loan Amount: \$ _____ Down Payment Amount: \$ _____ Mortgage Insurance: FHA <input type="checkbox"/> CAHLIF <input type="checkbox"/> VA <input type="checkbox"/> USDA <input type="checkbox"/> Buydown <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> 3-2-1 <input type="checkbox"/> 2-1 <input type="checkbox"/> 1-1 <input type="checkbox"/> Other Other Subordinate Loan Amount: \$ _____
Property Address: _____	Condo Unit No.: _____
City: _____	Zip Code: _____
County: _____ Census Tract No.: _____	Thomas Bros. Map (Page and Coordinate): _____
House/Lot No.: _____ Legal Tract No. and/or Name: _____	
Sales Price: \$ _____ Appraised Value: \$ _____	Census Tract No.: _____

STANDARD SUBDIVISION (Individual Interest - No H.O.A.) SINGLE FAMILY DETACHED <input type="checkbox"/> SINGLE FAMILY ATTACHED (Duets Only) <input type="checkbox"/>	COMMON INTEREST SUBDIVISION (Common Ownership Interest) HOME-OWNERS DUES: \$ _____ # of Units: _____ CONDO/ATTACHED PUD: <input type="checkbox"/> DETACHED PUD: <input type="checkbox"/>
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MORTGAGE SUBMISSION VOUCHER
PART 1. CONDITIONAL APPROVAL

BORROWER: _____

New Construction:	<input type="checkbox"/> Yes	<input type="checkbox"/> No	Resale/Existing:	<input type="checkbox"/> Yes	<input type="checkbox"/> No
Rural Area:	<input type="checkbox"/> Yes	<input type="checkbox"/> No	Target Area:	<input type="checkbox"/> Yes	<input type="checkbox"/> No
Developer's Name (New Construction Only): _____					
Developer Code: _____					
Address: _____			Phone #: _____		
Project Name (New Constr. Only): _____					
Year Built: _____ No. Bedrooms: _____ No. Bathrooms: _____ Square Footage (From Appraisal): _____					

CHFA manifest number: _____

Interest Rate: _____ %

NOTES:



**MORTGAGE SUBMISSION VOUCHER PART II
PURCHASE SUBMITTAL AND LENDER CERTIFICATION**

LENDER NAME: _____ LENDER LOAN NO. _____

MERS "MIN" #: _____ - _____ - _____
(7 Digit) (10 Digit) (Check Digit)

SHIPPING OFFICE ADDRESS: _____

SHIPPER CONTACT: _____ PHONE: _____ FAX: _____

CHFA MANIFEST NUMBER: _____ FHA/VA CASE NUMBER: _____

BORROWER: _____ CO-BORROWER: _____
(Last) (First) (Initial) (Last) (First) (Initial)

NEW PROPERTY ADDRESS: _____
(If different from property address, i.e. P.O. Box, route, etc.)

BORROWER'S MAILING ADDRESS: _____

Principal Loan Amount: \$ _____	MONTHLY PAYMENT	P & I Mo. Pymt.: \$ _____
Current Unpaid Balance: \$ _____	IMPOUND AMOUNTS:	Property Taxes: \$ _____
Next pymt due date: _____		Hazard Insur.: \$ _____
Interest Rate: _____ %		Mtg. Insur.: \$ _____
<input type="checkbox"/> FIXED RATE		Other: \$ _____
<input type="checkbox"/> ARM		Total (PITI): \$ _____

Service Released to CHFA? YES NO **** (If YES, See documents required at reverse of this form)**
Will loan be serviced released to a CHFA Approved Lender? YES NO (If YES, provide Lender name and servicing office address.)

LENDER NAME *and* OFFICE ADDRESS: _____

Will loan be serviced by Sub-servicer? YES NO (If YES, provide Lender name and servicing office address of sub-servicer.)

SUB-SERVICER NAME *and* OFFICE ADDRESS: _____

CASH DOWNPAYMENT: \$ _____ SWEAT EQUITY/OTHER: \$ _____

TOTAL CLOSING COSTS PAID BY BORROWER: \$ _____ APPLICATION FEE: \$ _____

SETTLEMENT DATE: _____

AMOUNT OF FEES PAID TO LENDER:

Origination: \$ _____ Processing: \$ _____ Underwriting: \$ _____ Application: \$ _____ Other: \$ _____

SUBORDINATED DEBT INFORMATION			
Include CHFA "CHAP" if applicable			
1. Principal Loan Amount: \$ _____	Interest rate: _____ %	Monthly pymt. amount: (if any) \$ _____	
Term (in months) _____	Purpose of debt provided by public assistance: <input type="checkbox"/> Downpayment <input type="checkbox"/> Closing Costs		
CHAP <input type="checkbox"/> YES <input type="checkbox"/> NO	MERS "MIN" #: _____ - _____ - _____ (If applicable)		
	(7 Digit) (10 Digit) (Check Digit)		
2. Principal Loan Amount: \$ _____	Interest rate: _____ %	Monthly pymt. amount: (if any) \$ _____	
Term (in months) _____	Purpose of debt provided by public assistance: <input type="checkbox"/> Downpayment <input type="checkbox"/> Closing Costs		
3. Principal Loan Amount: \$ _____	Interest rate: _____ %	Monthly pymt. amount: (if any) \$ _____	
Term (in months) _____	Purpose of debt provided by public assistance: <input type="checkbox"/> Downpayment <input type="checkbox"/> Closing Costs		

1. MSV PART II: PURCHASE SUBMITTAL AND LENDER CERTIFICATION (THIS FORM)
2. ORIGINAL PROMISSORY NOTE WITH ALL APPLICABLE ADDENDA/RIDERS ENDORSED OVER TO THE CALIFORNIA HOUSING FINANCE AGENCY
3. HUD 1 SETTLEMENT STATEMENT
4. TITLE COMPANY CERTIFIED COPY OF THE FULLY EXECUTED DEED OF TRUST
5. TITLE COMPANY CERTIFIED COPY OF THE FULLY EXECUTED ASSIGNMENT(S) OF THE DEED OF TRUST TO THE AGENCY

LENDER'S CLOSING CERTIFICATIONS

The Lender has originated the CHFA loan. The Lender has received, examined, and previously submitted to CHFA true and complete signed copies of the Borrower's Affidavit, Seller's Affidavit, and of all Borrower Federal income tax returns for the three (3) years period prior to (reservation date) or such other verification as required pursuant to CHFA Program requirements.

After reasonable investigation, the Lender hereby certifies that the following information is true and correct: the total purchase price of the home financed by this loan is in compliance with the CHFA Program requirements; the Borrower had no present ownership interest in a principal residence at any time during the three (3) years prior to (date of application) unless the home financed by this loan is located in a target area; and the Borrower's gross annual income is in compliance with the CHFA Program requirements.

Based on reasonable investigation, the Lender is aware of no material change in the circumstances represented by the Lender to CHFA and upon which CHFA relied in issuing the CHFA reservation and loan approval to the Lender. All statements and certifications contained in the reservation and loan file remain true and correct.

Based on reasonable investigation, the Lender has no reason to believe that either the Borrowers or the Sellers of the home have made any negligent or fraudulent material misstatements in connection with the loan.

The Lender certifies that:

- The appropriate Tax Exempt Financing Riders were attached and made a part of the promissory note and deed of trust and were executed and recorded appropriately where applicable for FHA insured or VA guaranteed loans;
- the loan has been fully underwritten and approved, and meets the mortgage insurer's underwriting guidelines; the Lender will submit an insurance loan package to the applicable mortgage insurer/guarantor and will obtain and retain the appropriate mortgage insurance certificate or loan guaranty certificate for the term of the loan;
- the Borrower(s) did not pay more than a 1% origination fee, a \$350 application/processing fee, \$200 doc. preparation fee and the usual and customary out of pocket expenses with respect to the loan;
- the Lender has explained and the Borrower has reviewed and executed the Federal Recapture Notice;
- Alta Lenders' Title Insurance Policy reflecting CHFA as insured with endorsements 100, 116, 116.2, 115 (if applicable) and 104.01 (if Agency not previously named as insured);
- the Borrower has obtained the required hazard insurance policies (hazard/flood/earthquake as applicable) with respect to the home and the Lender will ensure that the policies are keep in force for the term of the loan;
- the Lender has established a monthly impound account for the Borrower(s) for the term of the loan for hazard insurance, mortgage insurance and real property taxes payments;
- and the Lender has completed and/or satisfied all of the CHFA conditions of loan approval and other CHFA requirements.

The Lender hereby agrees that it will immediately forward to CHFA all information which it or any of its successors may receive during the life of the mortgage loan which tends to indicate that the Borrower(s) may have made a misrepresentation in applying for a loan, or that may affect the Borrower's eligibility for a loan. The Lender hereby acknowledges that its failure to comply with the CHFA requirements or the certifications made in this statement will result in remedial action by CHFA as prescribed in the Program Manual and the CHFA Mortgage Purchase and Servicing Agreement (or Mortgage Purchase Agreement).

_____	_____
(Signature of Authorized Representative)	(Date)
_____	_____
(Type Name and Title of Authorized Representative)	(Phone)

FOR SERVICED-RELEASED LOANS TO CHFA ONLY

If the loan is to be serviced-released to CHFA upon purchase, please refer to the following Service-Release Procedures:

- A. Even though CHFA will purchase a loan based only on the receipt of an executed Note, the loan file must contain the following items, in addition to the Note:
 1. HUD 1, Settlement Statement; the recorded Deed of Trust and Corporation Assignment; and the Title Insurance Policy reflecting the California Housing Finance Agency as the insured.
 2. For FHA-insured loans, the Mortgage Credit Analysis Worksheet. For VA-guaranteed loans, the VA Loan Analysis Form 26-6393. For Conventionally-insured loans, the Uniform Underwriting summary or some other similar document showing the payment breakdown.
 3. Declaration of Insurance from the hazard/flood/earthquake insurance carrier.
 4. HUD Form 92080 for FHA-insured loans.
 5. If applicable, Buydown Agreement outlining terms of the agreement.
 6. For conventionally-insured loans, the certification of insurance. For FHA-insured and VA-guaranteed loans, upon receipt of the certificate, forward to CHFA, 1121 L Street, Suite 205, Sacramento, CA 95814.
- B. CHFA will deduct the escrow balance, buydown balance, and tax service fee from the purchase price. The service release fee is added to the purchase price.
- C. Do not set the loan up on a tax service contract. CHFA will set up the tax service contract after the loan is purchased.
- D. Payments received by the originating lender should be forwarded to CHFA immediately. Lender should bill CHFA for any disbursements made after the loan has been purchased. Billing should include a history of the account showing the transaction.
- E. The "Goodbye Letter" should be mailed to the borrower upon lender receiving funds from CHFA. The letter should include CHFA's payment processing address of P.O. Box 13819, Sacramento, CA 95853-3819. The Loan Servicing Customer Servicer number is (800) 669-1079.
- F. CHFA should be named as the loss payee and the notification to the insurance company should include a statement that future premium notices should be sent to CHFA, 1121 L Street, Suite 103, Sacramento, CA 95814.

* Note: All blanks must be completed in order for the form to be valid.

WHEREAS, the parties hereto desire to reform said Deed of Trust to conform to the true intent of the parties.

NOW THEREFORE, in consideration of the foregoing, the parties hereto do hereby reform said Deed of Trust as follows:

IT IS FURTHER AGREED, by and between the parties hereto, that in all other respects not inconsistent herewith, the terms of said Deed of Trust which are incorporated herein by reference thereto shall remain in full force and effect and be binding hereon. Said Deed of Trust as herein reformed shall constitute one Deed of Trust.

This agreement shall inure to the benefit of and be binding upon the heirs, devisees, successors and assigns of the parties hereto.

IN WITNESS THEREOF, the parties hereto have executed this Reformation Agreement, and by signing below, accept and agree to the terms and covenants contained in this Reformation Agreement.

TRUSTOR:

BENEFICIARY:

4/26/00