



**SELLER'S AFFIDAVIT
(FNMA ONLY)**

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

1. The residence is located within in the County of _____, at _____.
2. To the best of our knowledge the residence is reasonably suitable for occupation by not more than one family.
3. To the best of our knowledge all of the land being sold with the residence reasonably maintains the basic livability of the residence, and to the best of our knowledge the purchasers do not intend to subdivide such land.
4.
 - a. The purchase price of the residence as shown in the purchase contract is \$ _____.
 - b. To the best of our knowledge neither the purchasers nor anyone on their behalf has made any payment other than the amount shown in "a" to us or to any other person on our behalf, nor have they cancelled any debt owed by us or by any person related to us, related to this transaction.
 - c. The residence has been sold to purchaser in an "as is" condition. We have not entered into any agreement with the purchasers of the residence pursuant to which any portion of the residence or any fixtures or other architectural appointments have been removed from the residence in order to reduce acquisition costs.
 - d. The purchasers are not required to pay more than a pro rata share of assessments (assessments does not include transfer taxes/fees, if any).
5. The purchaser represents that the residence **(HAS/HAS NOT)** been previously occupied by purchasers. (Circle one)
6. (This paragraph is only applicable to the borrower and 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 (75%) 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.
7. To the best of (my/our) knowledge, the purchasers intend to occupy the residence as such purchasers' principal place of residence within 60 days of the closing of the loan.

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

Date and Place: _____ **Signature:** _____

Date and Place: _____ **Signature:** _____

**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.