

FIRST GENERATION HOMEBUYER AFFIDAVIT

REGARDING PROGRAM REQUIREMENTS AND DISCLOSURES

BEFORE SIGNING, PLEASE READ THIS AFFIDAVIT CAREFULLY TO BE SURE THAT THE INFORMATION BELOW IS TRUE AND COMPLETE BECAUSE YOUR SIGNATURE INDICATES YOU CERTIFY THE INFORMATION BELOW IS TRUE TO THE BEST OF YOUR KNOWLEDGE. IN ADDITION, YOU GIVE PERMISSION TO VIRGINIA HOUSING AND ITS LENDERS OR DESIGNEES TO VERIFY YOUR STATEMENTS.

A NOTE ABOUT CRIMINAL AND CIVIL PENALTIES. If you intentionally make one or more false statements or forge one or more signatures on this Affidavit to qualify for a Virginia Housing mortgage loan you will be violating federal criminal laws and Virginia criminal laws, including § 1014 of Title 18 of the U.S. Code which laws are punishable by substantial fines and/or imprisonment. In addition, if any statement you make in this Affidavit is incorrect or incomplete, Virginia Housing may have the right to terminate any obligation on its part to make the mortgage loan or, if the closing of the mortgage loan has occurred, to declare the mortgage loan immediately due and payable and to pursue its rights under the deed of trust.

I, the undersigned, referred to herein as “Borrower,” declare that the following statements are true and correct to the best of my knowledge:

1.

Borrower
Initial

Co-Borrower
Initial

The Borrower has never had an ownership interest in a principal residence (including a mobile home affixed to land) at any time prior to the date of closing;

AND

2.

Borrower
Initial

Co-Borrower
Initial

The Borrower’s parents or legal guardians, to the best of the Borrower’s knowledge, have never had any present ownership interest in a residence in any State, excluding ownership of heir property (as defined below), within the three years preceding the date of closing, **and/or** the Borrower has at any time been placed in foster care or institutional care;

AND (if applicable)

3.

Borrower
Initial

Co-Borrower
Initial

The Borrower’s spouse has never had any present ownership interest in a residence in any State, excluding ownership of heir property (as defined below), at any time prior to the date of closing, whether the individual is a co-borrower on the loan or not.

HEIR PROPERTY.—The term “heir property” means residential property for which title passed by operation of law through intestacy and is held by two or more heirs as tenants in common.

Date

Borrower Signature

Date

Co – Borrower Signature

State of Virginia

City/County of

Subscribed and sworn before me this day of.

My Commission Expires:

Notary Public