

# Homeownership Loan and Mortgage Credit Certificate Originating Lender's Submission Cover Letter

To: Virginia Housing Virginia Housing Loan # (if applicable): \_\_\_\_\_

From: \_\_\_\_\_ MCC # (if applicable): \_\_\_\_\_  
Originating Lender

Address: \_\_\_\_\_ Borrower: \_\_\_\_\_  
 \_\_\_\_\_ Co-Borrower (if applicable): \_\_\_\_\_

**1. Lender certification re: Acquisition Costs Items:**

Estimated value of personal property items transferring with the residence: \$ \_\_\_\_\_  
(new construction only)

Estimated costs of completing any unfinished area in the residence: \$ \_\_\_\_\_

**2. Lender certification re: Compliance with Internal Revenue Code** - Based on Lender's review of all loan documents, Lender is of the opinion that:

- a. \_\_\_ The borrower has not used his principal residence primarily in trade or business.
- b. \_\_\_ The financed property is suitable for use as permanent residence and not for use primarily in a trade or business, or for recreational purposes, or as an investment property.
- c. \_\_\_ Lot size does not exceed 2 acres (unless Lender's underwriter allows exception not to exceed 10.00 acres, but no more than 5.00 acres if there is an MCC) and is not a source of income other than incidentally.
- d. \_\_\_ Borrower(s) intends to occupy the financed dwelling as a principal residence within 60 days.
- e. \_\_\_ The borrower(s) has had no present ownership interest in a principal residence at any time during the three year period prior to the closing date (required unless purchasing in a federally targeted area). This is evidenced by:
  - The fully executed Exhibit E.
  - The completed Uniform Residential Loan Application (URLA).
  - The credit report.

\* If unable to confirm from these documents, that the borrower(s) did not have the ownership interest described above, additional documentation may be required, such as federal income tax returns, rent verifications, or other reports acceptable to Virginia Housing.
- f. \_\_\_ The total acquisition cost has been properly calculated in the Seller Affidavit and Borrower Affidavit and does not exceed Virginia Housing's maximum Sales Price limit (or federal safe harbor limits as determined by Virginia Housing). The sales price and total loan amount(s) (including any subordinate financing) does not exceed Virginia Housing Sales Price limits.

All fields must be completed:

Maximum Sales Price for the Area: \$ _____  Sales Price: \$ _____  Acquisition Cost: \$ _____  Total Loan Amount(s): \$ _____
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- g. \_\_\_ Personal property has not been financed by the loan proceeds.
- h. \_\_\_ Mortgage proceeds will not be used to acquire or replace an existing mortgage or debt for which the borrower is liable or which was incurred on behalf of the borrower (except for construction, bridge or similar temporary financing having a term of 24 months or less).
- i. \_\_\_ The **annual** household income as indicated below has been verified and does not exceed Virginia Housing's applicable maximum income limit:

Household Size: _____		Virginia Housing Maximum Annual Gross Income Limit: \$ _____	
Borrower:  Base: \$ _____ Overtime: \$ _____ Bonus: \$ _____ Other*: \$ _____ Total: \$ _____	Co-Borrower:  Base: \$ _____ Overtime: \$ _____ Bonus: \$ _____ Other*: \$ _____ Total: \$ _____	Other Household Member(s): <small>(Grant only)</small>  Base: \$ _____ Overtime: \$ _____ Bonus: \$ _____ Other*: \$ _____ Total: \$ _____	<b>Total Household Income:</b>  \$ _____  <i>*Income figures must be annual, not monthly</i>
*Explain Other: _____			
Household Income Comments: _____			
<small>*Lender to provide details of household income calculations within loan file. <b>Note:</b> Qualifying income may differ from household income.</small>			

- j. \_\_\_ The Borrower and Seller Affidavits have been completed and executed without any deletion or modification. Based on review of the foregoing and all other loan documents, there is no reason to believe that any statement in the foregoing documents is untrue, incorrect or incomplete.
- k. \_\_\_ The financed dwelling is \_\_\_ or is not \_\_\_ in a "targeted area."  
(If the residence is in a targeted area, Lender may delete 2.e above)

**3. Other Virginia Housing Requirements:**

- a. \_\_\_ Borrower(s) are over the age of 18 or have been declared emancipated by court order or decree.
  - b. \_\_\_ Borrower(s) are U.S. Citizens, lawful permanent resident aliens or are authorized to work in the U.S. with a valid Social Security number (SSN) (or Individual Taxpayer Identification Number (ITIN) if acceptable by the GSE, insurer, or guarantor).
  - c. \_\_\_ Borrower(s) net worth does not exceed 50% of the sales price (as stated in Virginia Housing regulations – Virginia Housing loans only).
  - d. \_\_\_ Property is located in the State of Virginia, is a single family 1 unit residence, a townhouse or an approved condominium.
  - e. \_\_\_ If residence is a manufactured home, the residence is permanently affixed to land and if the loan is financed with a Virginia Housing first mortgage it must be meet insurer or guarantor and Virginia Housing guidelines.
  - f. \_\_\_ MCCs only: The first mortgage is not financed with proceeds from tax-exempt bonds.
4. We have complied with all of the procedures set forth in Virginia Housing's Originating Guide or the MCC Program Guide and in our opinion, the enclosed application meets all of Virginia Housing's requirements set forth therein for compliance with the provisions of the Internal Revenue Code of 1986, as amended, and such provisions have been satisfied.

**5. Certification re: Availability of Mortgage Loans (Virginia Housing Loans Only)**

The undersigned hereby certifies as follows:

On the basis of our review of the information submitted to us by the borrower and on the basis of our knowledge of the present cost of mortgage loans in this area, it is our opinion that a long-term first mortgage loan is not otherwise available to the borrower from private lenders upon reasonably equivalent terms and conditions.

- 6. The Originating Lender must retain in its files, in accordance with the regulations of the GSE, insurer or guarantor, all documents required to be retained by such GSE, insurer or guarantor or by the Internal Revenue Code of 1986, for such prescribed period or for 3 years, whichever is longer.
- 7. Originating Lender certifies that any fees charged to Borrower by Origination Lender do not exceed the amount or type of fees customarily charged by the Originating Lender on its comparable non-Virginia Housing loans.

By: \_\_\_\_\_  
Originating Lender Underwriter Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date