



Portland Housing Bureau  
421 SW 6<sup>th</sup> Avenue, Suite 500  
Portland, OR 97204  
TEL: (503) 823-2375 FAX: (503) 865-3480  
EMAIL: mcc@portlandoregon.gov

MCC NO: \_\_\_\_\_  
APPLICANT NAME: \_\_\_\_\_  
SHADED AREA FOR PROGRAM ADMINISTRATOR USE ONLY

## SELLER AFFIDAVIT

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

I (We), the undersigned, an essential participant in the application for a Mortgage Credit Certificate ("MCC") to be issued by the Portland Housing Bureau ("PHB") pursuant to the Mortgage Credit Certificate Program (the "Program"), being submitted by \_\_\_\_\_ (the "Buyer(s)"), 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:

1. I (We) certify that I (we) am (are) the Seller of the Residence.
2. 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 concurrently 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. I (We) certify that the residence is not being purchased subject to ground rent.
4. The Residence is located in the City of Portland, at the following address:  
  
\_\_\_\_\_

(Complete each of the following statements as applicable. If a statement is not applicable, state "not applicable" in the blank therein.)

5. 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 or for the benefit of 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 only).
  - c. This statement is only applicable to builders/developers who are selling new, never previously occupied units where MCCs are allocated to a particular development:  
The purchase price for this unit assisted with an MCC is not higher than the price would be if MCCs were not allocated to the development. I (We) acknowledge and understand that I (we) must provide a copy of this affidavit to the Buyer.
6. 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 MCC Commitment request and made a part of this Affidavit.
7. The Residence is a single-family home, condominium, townhouse defined as a housing unit intended and used for occupancy by one household.
8. 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 and understand that all statements made in this affidavit are under penalty of perjury and that any fraudulent statement will result in (i) the revocation of the Buyer's mortgage credit certificate and (ii) a \$ 10,000 penalty under Internal Revenue Code Section 6709. 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 misstatement fraudulently made in this affidavit or in any other statement made by me (us) in connection with 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.
9. 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 PHB program, is punishable by imprisonment or by a fine.

Dated: \_\_\_\_\_

Signature of Seller(s): \_\_\_\_\_

Subscribed and sworn before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
**Notary Public**

My Commission Expires: \_\_\_\_\_

Note: This form must be completed and signed by the seller at closing and submitted to PHB within 5 working days of close of escrow. All blanks must be completed in order for the form to be valid.

Distribution:  
Program Administrator  
Lender  
Applicant

(MCC-07)  
June 2017

