

Participation in Homebuyer Assistance programs require cooperation from all parties involved in the purchase transaction. NHSOKLA, the buyer, realtor, seller, lender, and Title Company all have specific responsibilities in the homebuyer program. The homebuyer should allow a minimum of 45 days to complete the homebuyer program.

### **Submission of Application**

Applicants must schedule a down payment assistance application appointment through NW Compass via NHSOKLA's website <https://nhsokla.force.com/nhsoklacft>

**Down Payment Assistance Applications must be complete! Any missing information including disclosing liabilities, child support, Alimony/ Spousal support will be cause for assistance denial.**

- ✓ **Incomplete Down Payment Assistance applications missing documents listed below will not be accepted.**
- ✓ Bring the application, General Release, Disclosure and Acknowledgment, Conditional Grant Agreement and non-returnable copies of the following documents with you to the appointment:
  - Two months most recent pay stubs for all working family members
  - Documentation of any other income, including social security, disability etc.
  - Divorce decree (if applicable and receiving child support)
  - Last two years W-2 forms
  - Federal income tax returns from last two years
  - Driver's licenses and social security cards for all household members
  - Last two months bank statements
  - Fully executed purchase contract, if available\*\*\*\*\*
  - Certificate of completion of Homebuyer Education, if available
  - Lender pre-approval
  - Loan Estimate prepared by lender, if available

\*\*\*\*\*DPA funds will not be reserved until applicant is in contract to purchase property AND the Lender /Borrower has provided NHSOKLA a copy of the Loan Estimate prepared by the lender\*\*\*\*\*
- ✓ Application and provided documentation are valid for 4 months from date of application.



**DOWN PAYMENT ASSISTANCE APPLICATION – PART  
1: HOUSEHOLD INFORMATION**

Must be completed by the Applicant/Borrower

Requested Information	Applicant	Co-Applicant
Name (include Jr. or Sr. if applicable)		
Gender		
SSN or Taxpayer ID # (TIN)		
Date of Birth		
Married/Separated/Single/Divorced/Widowed/		
Daytime Phone with Area Code		
Alternate Phone with Area Code		
Email Address		
Optional Race/Ethnicity		
Current Address		

Household Members 18 and Older								
Name	Current Address	DOB	Age	SSN or TIN	Gender	Dependent Y/N	Currently Employed	Full Time Student?

Household Members 17 and Younger						
Name	Relationship to Applicant	DOB	Age	SSN	Gender	Dependent Y/N

Total number of people who will live in the household: \_\_\_\_\_

Are all household members US Citizens or Resident Aliens? \_\_\_\_\_ Documentation is Required

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<b>Applicant/Co-applicant Only</b>			
Do you receive Child Support? Yes, No Amount?	Do you receive Alimony/Spousal support? Yes No Amount?		
Are you currently in a Chapter 7 Bankruptcy that has not been discharged? Yes No			
Have you had a Chapter 7 Bankruptcy? Yes No If yes, when was it discharged?			
Are there any outstanding judgments against you?			
Have you been convicted of any felonies?			
If yes, what year was the conviction?			
Is any household member over the age of 18 a full time student? Yes No if Yes, names of full time students			

**DOWN PAYMENT ASSISTANCE APPLICATION – PART 2: INCOME, DEBT, AND ASSET INFORMATION**

Employer	Applicant	Co-Applicant
Primary Employer		
Address (address of where to send verification of employment) Street**		
City State Zip		
Fax Number **		
Employer Phone with Area Code		
Date of Hire		
Position		
Other Employer (if any)		
Address (address of where to send verification of employment) Street**		
City State Zip		
Fax Number**		
Employer Phone with Area Code		
Date of Hire		
Position		

\*\*Contact your Human Resources for the appropriate mailing address or fax number. Many Employers require employment be verified through Third Party companies such as The Work Number. This verification requires information such as a PIN that Human Resources will need to provide to you. If there is a cost to verify employment or NHSOKLA is unable to verify employment via this process, consecutive paystubs covering the most recent three months will be required.\*\*

## Section B: Debt Information

\*\*\*\*\*Failure to disclose all debt may result in denial of DPA Application\*\*\*\*\*

Living Expenses	Applicant	CO-Applicant	Please Select
Current Monthly Rent or Mortgage Payment			Mortgage    Rent
Child Support/Alimony		Amount	
Name			
Creditor's Name List all monthly liability payments (Car payment, credit card, student loan, etc.)	Monthly Payment or anticipated payments	Unpaid Balance	Currently Making Payments (Yes or No)

## Section C: Assets

Report the following assets:

- Bank: Savings accounts, checking accounts, money market accounts.
- Property: Homes, equity in rental property, land, other capital investments.
- Monetary Investments: Current cash value of stocks, bonds, Treasury bills, certificates of deposit.
- Retirement: IRA, 401(k), Keogh account, pension. Include information even if a penalty is paid for early withdrawal.
- Life insurance: Cash value of life insurance policies available to the individual before death.
- Personal investment property: gems, jewelry, coin collections, antique cars, etc.
- Lump sum or one-time receipts: inheritances, capital gains, lottery winnings, victim's restitution, insurance settlements and other amounts not intended as periodic payments.
- Other: such as mortgages or deeds of trust held by an applicant, property, land and/or other assets owned by the applicant

Do Not Report: necessary personal property such as clothing, furniture, and vehicles.

1 – Bank Accounts (Documentation is required)

Type of Account	Name of Institution	Current Balance
Checking		
Checking		
Saving		
Saving		
Money Market		
Other		

2 – Other Assets (Documentation is required)

Type of Investment	Name of Institution	Current Value	Clarification Notes
Individual Stocks			
Bonds			
Mutual Funds			
Trust Funds			
Retirement Accounts (IRA, Keogh, 401K, 403B, PERA)			
Cash value of life insurance policy			
Gift Money for down payment-- <i>provide a copy of the gift letter</i>			
Estimated Proceeds from Sale of Home			
Value of Other Property (please specify)			
Other Asset (please specify)			
Other Asset (please specify)			

**DOWN PAYMENT ASSISTANCE APPLICATION – PART  
3: CERTIFICATIONS**

The information given in this application will be kept in confidence and used only for DPA application purposes.

I/We have read and we understand the Down Payment Assistance Program guidelines (some of which are included in this application), and we fully agree to abide by the regulations put forth by the OHFA/OHFA/City of Oklahoma City/City of Moore regarding this DPA program, and those of the U.S. Department of Housing & Urban Development (HUD). I/We will not hold the OHFA/OHFA/City of Oklahoma City/City of Moore or any of their agents liable for any actions of the City staff and contractors. I/We also understand it is our responsibility to do any and all testing to insure the chosen home is safe. The City encourages applicants to undertake the following by professionals: home inspection, radon testing, health/safety testing (meth, mold, etc.) and any other standard tests as needed prior to purchasing the property.

**Disclaimer**

The undersigned and hereby acknowledge that any discussions with or any information given by a OHFA/OHFA/City of Oklahoma City/City of Moore employee or its designee regarding this application to the DPA Program prior to receipt of a formal commitment letter from the OHFA/OHFA/City of Oklahoma City/City of Moore or its designee committing a specific amount of funds to the project is only for program information and may not be considered a binding commitment on the part of the City to provide funds or technical assistance to the project.

I/We certify, under penalty of perjury, that the information given on this form is true, correct, and complete to the best my/our knowledge and belief, and I/we realize that false statements or misrepresentation by me/us may subject me/us to penalties under the law. I/We authorize the OHFA/OHFA/City of Oklahoma City/City of Moore to secure and verify all information contained herein and associated with this loan.

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Signature of Applicant/Borrower & Date

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Signature of Co-Applicant/Borrower & Date

***DOWN PAYMENT ASSISTANCE APPLICATION – PART  
4: Realtor/Lender/Title Company Information  
(complete the following information if available)***

Real Estate Agency:	Phone:
Realtor:	Phone:
Email:	
Mortgage Company:	Phone:
Loan Officer:	Phone:
Email:	
Loan Processor:	Phone:
Email:	
Title Company:	Phone:
Address:	
Escrow Officer/Closer:	Phone
Email:	

**DOWN PAYMENT ASSISTANCE APPLICATION –**

***PART 5: Additional Information***

***I/we are applying for the following program:***

- ☐ OHFA/City of Oklahoma City
- ☐ OHFA Down Payment Assistance (Cleveland/Logan/Pottawatomie Counties)

Have you previously applied for assistance with NHSOKLA?      Yes,      No

Are you an employee, agent consultant, officer, elected or appointed official for NHSOKLA OR related to a member of the governing of NHSOKLA?      Yes,      No

Are you aware of any Lead Based Paint or other hazardous material present in your property?      Yes,      No

Have you been informed of the potential hazards of lead-based paint and lead just?      Yes,      No

Do you understand the potential hazards of lead based pain and lead dust?      Yes,      No

Have any of your children been tested for lead paint poisoning? Yes,      No

## AGREEMENT

### Neighborhood Housing Services Oklahoma City, Inc. is an equal housing opportunity agency

***In compliance with Federal and State Equal Housing Opportunity and Fair Housing Laws, qualified applicants for the program are considered without regard to race, color, religion, sex, national origin, age, marital status or medical condition or disability. We are pledged to the letter and spirit of U.S. policy for the achievement of equal housing opportunity throughout the Nation. We encourage and support an affirmative advertising and marketing program, which there are no barriers to obtaining housing because of race, color, sex, handicap, familial status, or national origin.***

All information given on this application will be kept in COMPLETE CONFIDENCE and will be used only for reporting general statistics to the Department of Housing and Urban Development (HUD).

- 1) I/We \_\_\_\_\_, the undersigned understand that my/our application is on a first-come first-serve basis, and that approval for my/our application will depend on the ability to meet program thresholds and requirements for ownership and occupancy.
- 2) I/We have also read and understand the Homebuyer Assistance Program Guidelines and this application and I/We agree to abide by the guidelines of Neighborhood Housing Services Oklahoma City, Inc. Homebuyer Assistance Program.
- 3) **I/We have received the Homebuyer Assistance Handbook which includes NHSOKLA's Privacy and Opt out Policy, Conflict of Interest Statement, Counseling Disclosure Fair Housing/Non Discrimination Policy, and Lead Base Paint Disclosure.**
- 4) I/We understand that housing must be acquired within 120 days from the date of this agreement, I/We also agree and understand this program is based on availability of funds and my/our application may not be funded even though we have met all program thresholds and requirements for ownership and occupancy.
- 5) I/We certify that I/We have answered all questions on the application truthfully and to the best of my/our knowledge. Neighborhood Housing Services Oklahoma City, Inc. is authorized to make such investigations of the information contained in this application as necessary.
- 6) I authorize Neighborhood Housing Services Oklahoma City, Inc. (NHSOKLA) to release this and other documents contained in this application packet to HUD, State of Oklahoma Participating Jurisdictions and other funding sources for grant writing purposes to fund this application and the Owner Occupied Housing Programs.
- 7) I/We also authorize all parties involved in the transaction (realtors, lender, title companies, employers, financial institutions), to release our confidential information to NHSOKLA for the purpose on completing grant assistance application and funding.
- 8) I/We further affirm that I/We are aware that, if such a grant assistance or deferred loan is approved by NHSOKLA, I/We will work with the Agency's staff to comply with all of the policies and procedures as outlined by NHSOKLA Homebuyer Assistance Program; and that;
- 9) I/We will willingly secure the loan note in the amount necessary with duly executed Mortgage documents.
- 10) I/We understand that any false or misleading information given in this application may result in immediate termination from the program. ***Penalty of false or fraudulent statements: Title 18, Section 1001, provides: "Whoever in any matter within any department or agency of the United States, knowingly and willfully falsifies or makes any false, fictitious or fraudulent statements or representations or makes or uses any false writing or document knowing the same to contain any false, fictitious, or fraudulent statement or entry, shall be fined not more than \$10,000 or imprisoned not more than five years or both."***
- 11) I/We intend to occupy the purchased property at my/our primary residence.
- 12) **I/We also understand that all Grant assistance / deferred loans are due upon the sale or transfer of the title and/or if the real property ceases to be occupied by owner(s) as primary residence during the term of affordability.**

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Applicant's signature

Date

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Co-Applicant's signature

Date



### DISCLAIMER

The undersigned hereby acknowledge(s) that any discussions with or any information given by an NHSOKLA employee regarding this application for the NHSOKLA Homebuyer Assistance Program, prior to receipt of a formal commitment letter from NHSOKLA committing a specific amount of funds to the project, is only for program information and may not be considered a binding commitment on the part of the Agency to provide funds or technical assistance to the project.

The undersigned also acknowledges that any costs incurred prior to receipt of a formal commitment letter from the NHSOKLA committing a specific amount of funds to the project is at the risk and expense of the applicant.

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*Applicant's signature*

*Date*

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*Co-Applicant's signature*

*Date*

I authorize Neighborhood Housing Services of Oklahoma, to:

- (a) Pull my credit report to review my credit file for housing assistance in connection with my/our application for Housing Assistance Program.
- (b) I/We authorize Neighborhood Housing Services of Oklahoma City to obtain and investigate such information as it may be required to verify the information contained herein in connection with my/our application for Housing Assistance Program.
- (c) Obtain any needed documentation from my lender, realtor and title in order to process the Application for Homebuyer Assistance.

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### AUTHORIZATION

*Applicant*

*Date*

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*Co-Applicant*

*Date*

# HOME BUYER ASSISTANCE CONDITIONAL GRANT AGREEMENT

THIS AGREEMENT made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, by and between

**Neighborhood Housing Services Oklahoma**, hereinafter "NHSOKLA" and  
 , the "Homebuyer".

WHEREAS, NHSOKLA operated the NHSOKLA Homebuyer Assistance Program which provides assistance for down payments and certain other costs related to the purchase of housing in Oklahoma, Cleveland, Pottawatomie and Logan Counties. The Participant has applied for a conditional grant under said Homebuyer Assistance Program, it is therefore agreed to by the parties as follows:

1. That the Participant has received and completed the NHSOKLA Homebuyer Assistance Program Application, and hereby certifies that all statements made therein are true and correct.

2. That the Participant has received a copy of the **NHSOKLA Homebuyer Assistance Information Handbook**. The said Participant has read the provisions of the Policies and Procedures contained within the said application packet, and hereby states that they agree to abide by the terms and provisions of said Policies and Procedures in consideration of the approval of said Conditional Grant. That a true and correct copy of the Homebuyer Assistance Program Information Handbook is hereby enclosed, and hereby incorporated by reference and made a part of this Agreement.

3. That in addition to the Information Handbook of the Homebuyer Assistance Program, Participant agrees and understands they must meet all requirements of the lending institution selected by Participant.

Signature:		Date	
Signature		Date	

(Reference: FHA Mortgagee Letter 94-2; Section A. Number 3)

## HOMEBUYER ASSISTANCE PROGRAM DISCLOSURE and ACKNOWLEDGMENT

As (an) applicant(s) for the HOMEBUYER ASSISTANCE PROGRAM, I/We hereby acknowledge that NEIGHBORHOOD HOUSING SERVICES OKLAHOMA, disclosed the following information to me/us:

Pursuant to the most current requirements from the OHFA/City of Oklahoma City/City of Moore, funds provided through the HOMEBUYER ASSISTANCE PROGRAM for the purpose of assisting with down payment and closing costs related to the purchase of residential property; such assistance shall be a real estate loan in the form of a five-year to thirty-year second lien mortgage filed of record against said residential property, depending on the affordability period for given assistance.

Such loan shall be due and payable five to thirty years from date that said second lien mortgage is executed at closing, but will be forgiven to the following extent, as applicable:

A proration of the original principal balance of the Loan for each month the Loan is outstanding. Such monthly reduction shall take effect in arrears on the same day of the month the Loan was originally made.

Unless the obligations under said mortgage loan is not assumed by a person or persons approved by the mortgage holder, the loan secured by the mortgage will be accelerated at the then principal balance if I/We sell the residence within the affordability period of said mortgage closing date or if the residence does not continue to be my/our principal residence during such affordability period.

OHFA/CITY OF OKLAHOMA CITY/CITY OF MOORE is not required to subordinate our position to a Lending Institution for the purposes of obtaining junior liens. Requests for subordination are reviewed on an individual basis. OHFA/CITY OF OKLAHOMA CITY/CITY OF MOORE reserves the right to deny requests for subordination, if the lending institution does not provide requested documentation or if the new lien is not in the best financial interest of the borrower. If subordination is determined to be in the best interest of the client, we will subordinate one (1) time only.

NOTE: Junior Liens obtained for the sole purpose of repairs or renovation are to be paid out of escrow. If borrowers are to receive cash back at closing OHFA/CITY OF OKLAHOMA CITY/CITY OF MOORE may not subordinate and it may be required that the lien be paid in full.

I/We hereby acknowledge receipt of a copy of the foregoing DISCLOSURE and ACKNOWLEDGMENT and that I/We have read and understand the matters set forth therein.

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

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Signature: \_\_\_\_\_

Date: \_\_\_\_\_

## GENERAL RELEASE FORM

*I/WE*\_\_\_\_\_ *hereby authorize the Neighborhood*

Housing Services Oklahoma City, Inc. or its designated agents to obtain and receive all records and information pertaining to eligibility for the Homebuyer Assistance Program, including employment, income, (including IRS returns), credit, residency, and banking information from all persons, companies, or firms holding or having access to such information. This authorization hereby gives the Neighborhood Housing Services Oklahoma City, Inc., the right to request all information that we can or could obtain from any persons, company, or firms on any matter referred to above. I/We agree to have no claim for defamation, violation of privacy, or otherwise against any person or firm or corporation by reason of any statement or information released by them to the Neighborhood Housing Services Oklahoma City, Inc., for the purposes of the program.

\_\_\_\_\_  
*Signature:*

\_\_\_\_\_  
*Signature:*

Address: \_\_\_\_\_