



DOWN PAYMENT ASSISTANCE FORGIVABLE LOAN PROGRAM

QUALIFIED ALIEN SUBMISSION FORM

I, _____, under penalty of perjury hereby declare that my immigration status makes me a “qualified alien”.

The following is a list of eligible “Qualified aliens” and the documentation required to prove that status:

1. **Aliens lawfully admitted for permanent residence under the Immigration and Nationality Act (INA)**
 - a. INS Form I-551 (green card) or
 - b. Unexpired Temporary I-551 stamp in foreign passport or on INS Form I-94
2. **Refugees, admitted to the U.S. under section 207 of the INA**
 - a. INS Form I-94 annotated with a stamp showing grant of asylum under section 207 or
 - b. INS Form I-688B (Employment Authorization Card) annotated with 274a.12(a)(3) or
 - c. INS Form I-766 (Employment Authorization Document) annotated with A3 or
 - d. INS Form I-571 (Refugee Travel Documentation)
3. **Aliens granted asylum under section 208 of the INA**
 - a. INS Form I-94 annotated with a stamp showing grant of asylum under section 208 or
 - b. INS Form I-688B (Employment Authorization Card) annotated with 274a.12(a)(5) or
 - c. INS Form I-766 (Employment Authorization Document) annotated with A5 or
 - d. Grant Letter from the Asylum Office of INS or
 - e. Order of an immigration judge granting asylum
4. **Cuban and Haitian Entrants, as defined in section 501(e) of the Refugee Education Assistance Act of 1980**
 - a. INS Form I-551 (green card) with the code CU6, CU7 or CH6 or
 - b. Unexpired temporary I-551 stamp in foreign passport or on INS Form I-94 with the code CU6 or CU7 or
 - c. INS Form I-94 with stamp showing parole as Cuba/Haitian Entrant under Section 212(d)(5) of the INA
5. **Aliens granted parole for at least one year under section 212(d)(5) of the INA**
 - a. INS Form I-94 with stamp showing admission for at least one year under section 212(d)(5)
6. **Aliens whose deportation is being withheld under section 243(h) of the INA as in effect prior to April 1, 1997 or under section 241(b)(3) of the INA, as amended**
 - a. INS Form I-688B (Employment Authorization Card) annotated 274a.12(a)(10) or
 - b. INS Form I-766 (Employment Authorization Document) annotated A10 or
 - c. Order from an immigration judge showing deportation withheld under section 243(h) of the INA

7. **Aliens granted conditional entry under section 203(a)(7) of the INA in effect before April 1, 1980**
 - a. INS Form I-94 annotated with a stamp showing admission under section 203(a)(7) of the INA or
 - b. INS Form I-688B (Employment Authorization Card) annotated with 274a.12(a)(3) or
 - c. INS Form I-766 (Employment Authorization Document) annotated with A3 or
8. **Battered aliens who meet the conditions set forth in section 431(c) of the Personal Responsibility and Work Opportunity Reconciliation Act of 1996 (PRWORA), as amended**
9. **Victims of a severe form of trafficking, in accordance with section 107(b)(1) of the Trafficking Victims Protection Act of 2000**

By signing below and providing the required documentation listed above to my lender and the HOME Consortium, I assert that I am a Qualified Alien and am eligible to apply for Federal HOME funding.

Borrower Signature

Date

Any questions regarding this form should be directed to the Program Administrator shown below.



**DOWN PAYMENT ASSISTANCE
FORGIVABLE LOAN PROGRAM**

**HOME CONSORTIUM CODE REQUIREMENTS
INSPECTION OUTCOME**

Date: _____

To: _____

Fax Number: _____

From: _____

Re: _____

The outcome of the inspection on the property:

_____ The Property **Passed** the HOME Consortium Code Requirements

_____ The Property **Failed** the HOME Consortium Code Requirements

Listed below are the specific deficiencies of the property:

1. _____
2. _____
3. _____
4. _____

If these items are corrected as described above, the property will likely meet the HOME Consortium Code Requirements. Should the Seller and Buyer desire to correct these deficiencies, the follow-up inspection and completion certification below must be completed either by the Lender or White Glove Home Inspection, LLC.

If you would like a re-inspection to complete the certification, please let us know as soon as possible so we can schedule it. Please contact us by phone at 262-896-8170, by fax at 262-896-8510, or by email at dnarus@waukeshacounty.gov. **There is no longer a charge to the homebuyer for this service.**

Post-Completion Inspection completed on: _____ (date)

_____ Completion Acceptable _____ Completion Unacceptable

Completion Certified by: _____ **Date:** _____



DOWN PAYMENT ASSISTANCE FORGIVABLE LOAN PROGRAM

COMMON ITEMS FOUND ON A DPA INSPECTION

The HOME Consortium cannot providing DPA funding to a home buyer if the home they hope to purchase does not pass the HOME Consortium code inspection. To help expedite the inspection and closing process below is a list of common items found on a DPA inspection which cause the house to fail the inspection.

This list should be provided to the current home owner and/or realtor to ensure these items are handled prior to the inspection taking place.

1. Electrical wires exposed, missing cover plates on outlets and missing junction box covers.
2. Smoke detectors missing or not working. One needed on every level.
3. Carbon monoxide detector missing or not working. One needed on lowest livable level.
4. Handrails missing or incomplete. Needed where 3 or more stairs are present.
5. GFCI issues – outlet won't trip.
6. Cracked window panes
7. Leaky faucets
8. Improper use of extension cords, typically for water softeners. Needs dedicated outlet.
9. Missing or torn shingles
10. Inoperable windows – one must open in each room and all must lock if within 6' of ground.
11. Chipping or peeling paint or stain on homes built before 1978 will require lead testing. If positive for lead, remediation or abatement will be required.

If you have any questions please contact Debbie Narus at 262-896-8170 or dnarus@waukeshacounty.gov.



DOWN PAYMENT ASSISTANCE FORGIVABLE LOAN PROGRAM

Loan Approval Letter

Dear _____:

Your request to acquire a HOME Consortium Down Payment Assistance loan as a second mortgage for _____ has been approved. The HOME Consortium's loan commitment is for \$ _____, which will be applied to the acquisition of the property. This loan commitment is subject to the following contingencies:

1. The applicant's ability to complete the purchase of the property at a purchase price of \$ _____.
2. Subject to a first mortgage loan in the amount of \$ _____.
Any changes to the first mortgage amount require written approval by the HOME Consortium.
3. The property must pass the HOME Consortium code requirements inspection and the HUD Environmental Review prior to closing. The HOME Consortium contracted inspector will complete the inspection and a HOME Consortium staff member will complete the environmental review.

This commitment is effective _____, for a period of ninety days, expiring _____.

Sincerely,

Debbie Narus
Housing Program Coordinator



DOWN PAYMENT ASSISTANCE FORGIVABLE LOAN PROGRAM

CLOSING CHECKLIST

Borrower's Name(s): _____

Lender's Name and Phone Number: _____

Submit one copy of the following items to Waukesha County. Please do not submit incomplete documents as that will delay the reimbursement process.

- Certificate of Borrower Eligibility
(Signed by Borrower(s) and Lender)
- Closing Disclosure
(HOME Consortium mortgage should be listed as HOME Consortium DPA. No housing counseling or inspection fees should be listed on the Closing Disclosure in association with this loan.)
- HOME Consortium DPA Mortgage
(Recorded Mortgage or certified copy only)
- Assignment of Mortgage
(Recorded Assignment or certified copy only)
- Grant Agreement
(Signed by Borrower(s) and Lender)
- Home Buyer Counseling Certification
(Provided to Lender upon completion of Home Buyer Counseling)
- \$200 Processing Fee payable to Waukesha County *(If fee does not accompany closing documents, it will be deducted from Lender reimbursement)*

MAIL TO: Waukesha County - Community Development
515 W. MORELAND BLVD., ROOM AC320
WAUKESHA, WI 53188



**DOWN PAYMENT ASSISTANCE
FORGIVABLE LOAN PROGRAM**

CERTIFICATE OF BORROWER ELIGIBILITY

(This form should be completed, printed, signed and sent with other required closing documents.)

Lender Name _____
 Lender Address _____
 Borrower's Name(s) _____
 Property Address _____
 City _____ State _____ Zip _____ County _____

HOUSEHOLD INFORMATION

Household Size _____ Is household coming from subsidized housing (ex. Section 8)? Yes No

Ethnicity: Hispanic or Latino Not Hispanic or Latino

Race: American Indian or Alaska Native Asian Black or African American
 Native Hawaiian or other Pacific Islander White Other Multi Racial

Household Members (including all Borrowers): (use separate sheet for additional)

- 1. Name _____ Age _____
- 2. Name _____ Age _____
- 3. Name _____ Age _____
- 4. Name _____ Age _____

I (we) certify that the information contained in this Certificate of Borrower Eligibility is true and correct to the best of my (our) knowledge.

Borrower Signature and Date

Co-Borrower Signature and Date

LOAN AND PROPERTY CHARACTERISTICS

(Check one in each column)

- Conventional Detached Single Family Purchase
- WHEDA Attached Single Family Purchase/Construction
- Other Condominium Purchase/Rehabilitation

Purchase Price _____ Appraised Value _____ Loan Amount _____

Loan Type (Fixed or Adjustable) _____ Interest Rate _____ Term (Years) _____ Amortization Period _____

Loan-to-Value Ratio _____ Housing Debt-to-Income Ratio _____ Total Debt-to-Income Ratio _____

LENDER CERTIFICATION

Amount of HOME DPA Subsidy \$ _____ Closing Date _____

Annual Household Income \$ _____
 Income Category: Less than 50% 51-60% 61-80%

Home Buyer Counseling Provided by: _____

I certify that the information contained in this Certificate of Borrower Eligibility and attached documents are true to the best of my knowledge. I also request reimbursement of the subsidy amount for funds advanced to the borrower.

Lender Signature Printed Name of Signer Title Date

MORTGAGE

Document Number:

Return Address:

Parcel I.D. Number:

Date:

Mortgage Amount: \$

Mortgagor:

Mortgagee:

Mortgagor mortgages to Mortgagee for the consideration in the amount shown above the following tract of land:

This Mortgage is granted by the Mortgagors to secure a Grant Agreement executed herewith and the terms thereof are incorporated herein. In the event of foreclosure, Mortgagee, its successor and assigns, shall be entitled to elect to proceed under the accelerated redemption periods of Section 846.101 or 103, Wisconsin Statutes. In Witness Whereof, the said Mortgagors have hereunto set their hands and seals the above date.

_____(Seal)
Mortgagor

_____(Seal)
Mortgagor

STATE OF WISCONSIN)

:SS.

_____**COUNTY)**

Personally came before me this _____ day of _____, 20____, the above-named _____ to me known to be the persons who executed the foregoing instrument and acknowledged the same.

Notary Public
_____**County, Wisconsin**
My commission expires: _____

This instrument was drafted by:

ASSIGNMENT OF MORTGAGE

Document Number:

Return Address: Waukesha County – Community Development
515 W. Moreland Blvd., Room AC320
Waukesha, WI 53188

Parcel I.D. Number:

Date: _____ **Mortgage Amount:** \$ _____

Mortgagor:

Mortgagee:

Legal Description:

For Value Received, the undersigned holder of the Mortgage (herein "Assignor") does hereby grant, sell, assign, transfer and convey unto **Waukesha County (hereinafter "Assignee")**, a municipal corporation organized and existing under the laws of Wisconsin whose address is listed above, the Mortgage described above together with the grant agreement, and all obligations described herein and the money due and to become due thereon and all rights to accrue under the Mortgage.

Signature: _____

Printed Name: _____

Assignor: _____

By a Mortgage Dated: _____, Recorded in the office of the Register of Deeds of: _____ County, Wisconsin, As Document Number: _____

STATE OF WISCONSIN)

:SS.

_____ **COUNTY)**

Personally came before me this _____ day of _____, 20_____, the above-named _____ to me known to be the persons who executed the foregoing instrument and acknowledged the same.

Notary Public

_____ **County, Wisconsin**

My commission expires: _____

This instrument was drafted by:

RETENTION AGREEMENT

Mortgagor's purchase of the Property was partially funded with proceeds from an U.S. Department of Housing and Urban Development HOME Program loan from Mortgagee in the amount described above ("HOME DPA Forgivable Loan"). Under the regulations of the Waukesha County HOME Consortium, Mortgagor's receipt of the funds are conditioned on Mortgagor's agreement to restrictions on Mortgagor's ability to sell or refinance the Property, for the purpose of ensuring that the funds are used for the purchase of housing which is retained as Affordable Housing for at least five years from the closing date ("Retention Period"). In addition to the HOME DPA Forgivable Loan, Mortgagor obtained a mortgage loan from _____ ("Lender"), which loan is secured by a first mortgage lien on the Property. Accordingly, Mortgagor agrees:

1. Mortgagor shall use the HOME DPA Forgivable Loan to fund costs associated with the Property.
2. Such HOME DPA Forgivable Loan may be retained by Mortgagor without any obligation to repay the HOME DPA Forgivable Loan except as specifically provided in this Agreement.
3. Mortgagee and Lender must be notified of any sale or refinancing of the Property that occurs prior to the end of the Retention Period.
4. Except as set forth herein, if Mortgagor sells, refinances or vacates the Property, Mortgagor must repay to Mortgagee all or a portion of the HOME DPA Forgivable Loan, determined as follows: an amount equal to the HOME DPA Forgivable Loan, less a deduction of 20% thereof for each full year Mortgagor has owned, resided in and maintained the Property as their primary residence, commencing with the date of the HOME DPA Forgivable Loan.
5. If Mortgagor sells the Property, Mortgagor is not required to repay an amount exceeding the net gain realized on the sale after deduction of sales expenses. Net gain is defined as the difference between your original purchase price and the price you as a seller receive for the property when it is sold, less your seller costs. Net gain will be computed by Mortgagee based upon its review of the appropriate H.U.D. Settlement Statements for the purchase and sale of the Property.
6. If Mortgagor refinances and the Property remains subject to the encumbrance created by this Agreement, then Mortgagor shall not be required to repay any portion of the HOME DPA Forgivable Loan.
7. The obligations to repay this HOME DPA Loan shall terminate upon foreclosure, deed-in-lieu of foreclosure or assignment of the insured mortgage to HUD.
8. The term Mortgagor shall include all Mortgagors whether one or more, and the provisions hereof for reimbursement shall not apply as long as any named Mortgagor continues to both own and occupy the Property.

SUBORDINATION AGREEMENT

Lender is Mortgagor's primary lender for Mortgagor's purchase of the Property, and is the holder of a mortgage against the Property recorded on or about the closing date. To induce Lender to advance funds under its mortgage, Mortgagee does hereby unconditionally subordinate the lien created by this Agreement to the lien of Lender's mortgage.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals the above date.

_____(Seal)
Mortgagor

_____(Seal)
Mortgagor

MORTGAGOR ACKNOWLEDGMENT

STATE OF WISCONSIN)

:SS.

_____**COUNTY)**

Personally came before me this ____ day of _____, 20____, the above named _____ to me known to be the persons who executed the foregoing instrument and acknowledged the same.

Notary Public

_____**County, Wisconsin**
My commission expires:_____

WAUKESHA COUNTY

By: _____

Its: _____

MORTGAGEE ACKNOWLEDGMENT

STATE OF WISCONSIN)

:SS.

_____**COUNTY)**

Personally came before me this ____ day of _____, 20____, the above named _____ to me known to be the persons who executed the foregoing instrument and acknowledged the same.

Notary Public

_____**County, Wisconsin**
My commission expires:_____



DOWN PAYMENT ASSISTANCE FORGIVABLE LOAN PROGRAM

GRANT AGREEMENT FIVE (5) YEAR RETENTION PERIOD

Grantor (Lender):
Grantee (Borrower):
(Co-Borrower):
Grant Amount: \$
Property Address:

This Agreement is executed by and between the above Grantor and Grantee.

WITNESSETH:

WHEREAS, Grantor is herewith making a first mortgage loan to Grantee to assist the Grantee to purchase a parcel of real estate more particularly described in the mortgage and located at the address shown above ("Property"); and

WHEREAS, to assist Grantee with the closing costs, homeownership counseling and/or down payment requirements associated with said loan, Grantor is advancing funds to Grantee under the terms of the HOME Consortium DPA Forgivable Loan Program; and

WHEREAS, under the terms of said program Grantee's receipt of the funds is conditioned on Grantee's agreement to restrictions on Grantee's ability to sell or refinance the Property, for the purpose of ensuring that the funds are used for the purchase of housing which is retained as Affordable Housing for at least five (5) years from the closing ("Retention Period"); and

WHEREAS, the parties intended to set forth the terms of Grantee's entitlement to such funds and corresponding obligation to reimburse Grantor for said funds in this Agreement.

NOW THEREFORE, in consideration of such grant the parties do agree as follows:

1. Grantor shall advance to Grantee the amount shown above ("Grant"), which amount shall be used to fund closing costs, homeownership counseling and/or down payment associated with the first mortgage loan being made by Grantor to Grantee.
2. Such Grant shall be deemed a grant to Grantee and shall not be considered a loan or extension of credit. Such Grant may be retained by Grantee without any obligation to repay such funds except as specifically provided in this Agreement.
3. Grantor or the HOME Consortium must be notified of any sale or refinancing of the Property that occurs prior to the end of the Retention Period.
4. Grantee shall be entitled to retain such funds provided the Grantee remains in both ownership and occupancy of the mortgaged premises for a period of five (5) years. In the event the Grantee terminates either ownership or occupancy of the premises within five (5) years, Grantee shall be required to reimburse the HOME Consortium an amount equal to the grant amount less a deduction equal to twenty percent (20%) thereof for each full year Grantee has owned and resided in the mortgaged premises, commencing on the date of the grant.

5. If Grantee sells the Property, Grantee is not required to repay an amount exceeding the net proceeds realized on the sale. Net proceeds are defined as the sales price minus closing costs and any non-HOME loan repayments. Net proceeds will be computed by Grantor based upon its review of the appropriate Closing Disclosures for the purchase and sale of the mortgage Property.
6. If Grantee refinances and the Property remains subject to the encumbrance created by this Agreement, then Grantee shall not be required to repay any portion of the Grant.
7. The obligations to repay this Grant shall terminate after the Property is foreclosed upon.
8. The term Grantee shall include all Grantees whether one or more, and the provisions hereof for reimbursement shall not apply as long as any named Grantee continues to both own and occupy the premises.
9. This obligation for repayment shall be secured by a mortgage executed by Grantee herewith, which is subordinate to the underlying first mortgage to Grantor.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals this _____ day of _____, 20_____

Grantor (Lender) _____

Grantee (Borrower) _____

Grantee (Co-Borrower) _____