

Appendix B – Income Exclusions

General Category	
1. Income of Children	Income from employment of children (including foster children) under the age of 18 years old.
2. Foster Care Payments	Payments received for the care of foster children or foster adults (usually persons with disabilities, unrelated to the tenant family, who are unable to live alone).
3. Inheritance and Insurance Income	Lump-sum additions to family assets, such as inheritances, insurance payments (including payments under health and accident insurance and worker's compensation), capital gains and settlements for personal or property losses (except as provided in number 5 of Income Inclusions).
4. Medical Expense and Reimbursements	Amounts received by the family that are specifically for, or in reimbursement of, the cost of medical expenses for any family member.
5. Income of Live-in Aides	Income of a live-in aide
6. Disabled Persons	Certain increases of a disabled member of qualified families residing in HOME-assisted housing or receiving HOME tenant-based rental assistance.
7. Student Financial Aid	The full amount of student financial assistance paid directly to the student or to the educational institution.
8. Armed Forces Hostile Fire Pay	The special pay to a family member serving in the Armed Forces who is exposed to hostile fire.
9. Self-Sufficiency Program Income	<ul style="list-style-type: none"> • Amounts received under training programs funded by HUD. • Amounts received by a person with a disability that are disregarded for a limited time for purposes of Supplemental Security Income eligibility and benefits because they are set aside for use under a Plan to Attain Self Sufficiency (PASS). • Amount received by a participant in other publicly assisted programs that are specifically for, or in reimbursement of, out-of-pocket expenses incurred (special equipment, clothing, transportation, childcare, etc.) and that are made solely to allow participation in a specific program. • Amounts received under a resident service stipend. A resident service stipend is a modest amount (not to exceed \$200 per month) received by a resident for performing a service for a PHA or owner, on a part-time basis, that enhances the quality of life in the development. Such services may include, but are not limited to, fire patrol, hall monitoring, lawn maintenance, resident initiatives coordination, and serving as a member of the PHA's governing board. No resident may receive more than one such stipend during the same period of time. • Incremental earnings and benefits resulting to any family member from participation in qualifying state or local employment training programs (including training not affiliated with a local government) and training of a family member as resident management staff. Amounts excluded by this provision must be received under employment training programs with clearly defined goals and objectives, and are excluded only for the period during which the family member participates in the employment training program.
10. Gifts	Temporary, nonrecurring, or sporadic income (including gifts).
11. Reparations	Reparation payments paid by a foreign government pursuant to claims filed under the laws of that government by persons who were persecuted during the Nazi era.
12. Income from Full-time Students	Earnings in excess of \$480 for each full-time student 18 years old or older (excluding the head of household or spouse).



**DOWN PAYMENT ASSISTANCE
FORGIVABLE LOAN PROGRAM**

INCOME CALCULATION WORKSHEET

1. Primary Borrower:	
2. Property Address:	

HOUSEHOLD ASSETS		
Asset Description	Current Cash Value of Assets	Actual Income from Assets
CHECKING		
SAVINGS		
RETIREMENT		
3. Total Cash Value of Assets:	\$ -	
4. Total Actual Income from Assets:		\$ -
5. Estimated Income from Assets if line 3 is greater than \$5,000 (at .06% Passbook Rate)		\$ -
ANTICIPATED ANNUAL INCOME		
List Household Member(s)	Wages/Salaries	Other Income
6. Totals	\$ -	\$ -
Income from Assets (greater of line 4 or 5 above)		\$ -
Income from Wages		\$ -
TOTAL ANNUAL INCOME		\$ -

Compliance requires income documentation and calculation to be included with this worksheet. Use the box below to illustrate the math used to calculate Total Annual Income.



DOWN PAYMENT ASSISTANCE FORGIVABLE LOAN PROGRAM

ELIGIBLE AREAS

JEFFERSON COUNTY

**All Towns
All Villages
All Cities**

OZAUKEE COUNTY

**All Towns
All Villages
All Cities**

WASHINGTON COUNTY

**All Towns
All Villages
All Cities**

WAUKESHA COUNTY

**All Towns
All Villages – except Chenequa, Oconomowoc Lake,
Lac la Belle
All Cities**



DOWN PAYMENT ASSISTANCE FORGIVABLE LOAN PROGRAM

HOME PURCHASE PRICE LIMITS Effective June 1, 2021

Please note the purchase price limits are different for existing housing and new construction.

County	Existing housing
Jefferson	\$209,000
Ozaukee	\$282,000
Washington	\$256,000
Waukesha	\$285,000

County	New Construction
Jefferson	\$247,000
Ozaukee	\$282,000
Washington	\$283,000
Waukesha	\$285,000



DOWN PAYMENT ASSISTANCE FORGIVABLE LOAN PROGRAM

Home Buyer Counseling Requirements

A requirement of the HOME Consortium is that ALL households receiving a HOME Consortium DPA forgivable loan must successfully complete home buyer counseling through an approved home buyer counseling organization.

Please make sure the household completes one-on-one counseling with this organization prior to closing. Evidence that the household has successfully completed counseling (which is a fully executed "Certificate of Achievement") must be included in the closed loan file or we will not be able to reimburse you for the loan.

The cost of this service is paid for through the HOME Program at no cost to the borrower.

Below is a listing of the home buyer counseling organizations and their contact information. A home buyer may choose any of the following counseling agencies to provide their housing counseling, depending on which agency offers a schedule and locations that best fits their needs.

**Family Service Association
dba Consumer Credit Counseling
Service**
Keith Braun
139 N. Main Street, Suite 101 West
Bend, WI 53095
(262) 306-9241
kbraun@cccsonline.org

Housing Resources, Inc. (HRI)
Sam Overton
217 Wisconsin Avenue, Suite 411
Waukesha, WI 53186
(262) 522-1230
samuel_overton@hri-wi.org
www.hri-wi.org

La Casa de Esperanza, Inc.
Crystal Monsivais
134 Wisconsin Ave.
Waukesha, WI 53186
(262)899-6787
cmonsivais@lacasadeesperanza.org

**Jefferson County Economic
Development Consortium**
Roxanne Witte
864 Collins Road, Suite 111
Jefferson, WI 53549
(920) 674-8711
RoxAnneW@jeffersoncountywi.gov



DOWN PAYMENT ASSISTANCE FORGIVABLE LOAN PROGRAM

RESERVATION CHECKLIST

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

- Reservation Form
- Income Summary Sheet
- Income Calculation Worksheet
- Documentation of household income
- First Mortgage Application
- Loan Estimate
- Qualified Alien Submission Form (**for ITIN holders only**)
- Voluntary Acquisition Form



DOWN PAYMENT ASSISTANCE FORGIVABLE LOAN PROGRAM

RESERVATION FORM

(Maximum lock period is 90 days. Please call if an extension is needed.)

This form should be completed, signed and sent via EMAIL to dnarus@waukeshacounty.gov or FAX to 262-896-8510. Due to the large number of pages required, email is preferred.

LENDER INFORMATION

Lender Name _____

Address _____ City, State, Zip _____

Telephone Number _____ FAX Number _____

Loan Officer _____ Email Address _____

BORROWER INFORMATION

Borrower's Name(s) _____

Borrower's Current Address _____ City, State, Zip _____

Borrower's Telephone Number (home) _____ Borrower's email _____

Household Size _____ Are there children under 6 or pregnant women in household? Yes No

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

1.	Name _____	Age _____	Annual Income \$ _____
2.	Name _____	Age _____	Annual Income \$ _____
3.	Name _____	Age _____	Annual Income \$ _____
4.	Name _____	Age _____	Annual Income \$ _____

Total Estimated Annual Household Income \$ _____ First-time Home Buyer? Yes No

Is Borrower interested in applying for additional funds for rehab of home? Yes No

PROPERTY INFORMATION

Property Address _____

City _____ State Wisconsin Zip _____ County _____

Listing Agent's Name _____ Listing Agent's Telephone Number _____

Listing Agent's email _____ Number of Bedrooms _____ Year house was built _____

Purchase Price \$ _____ Amount of Subsidy Requested (maximum is \$10,000) _____

Anticipated Closing Date _____ \$ Is the property currently occupied by renters? Yes No

LOAN INFORMATION

First Mortgage Amount \$ _____ Estimated Closing Costs \$ _____

Borrower Contribution toward purchase \$ _____ Other Down Payment Assistance \$ _____

Housing Debt-to-Income Ratio _____ Total Debt-To-Income Ratio _____

I certify that the above borrower(s) annual household income is equal to, or less than, 80% of the county median income, adjusted by household size, as indicated by the HOME Consortium DPA Income Limits, and this household is qualified to receive the direct subsidy under the HOME Consortium DPA Program Guidelines. In addition, I agree to provide all the documents required by the HOME Consortium DPA Program following the closing.

Name of Authorized Officer

Title of Authorized Officer

Signature of Authorized Officer

Date



**DOWN PAYMENT ASSISTANCE
FORGIVABLE LOAN PROGRAM**

VOLUNTARY ACQUISITION

Dear _____(Seller):

I (we), _____, (Buyer) am (are) interested in acquiring property you own at _____(address) which may receive funding assistance from the U.S. Department of Housing and Urban Development(HUD).

Please be advised that I (we) do not have the authority to acquire your property by eminent domain. In the event that we cannot reach an amicable agreement for the purchase of your property, we will not pursue this proposed acquisition.

I (we) am (are) prepared to offer you \$_____ to purchase your property. We believe this amount represents the current market value of your property. Please contact us at your convenience if you are interested in selling your property.

In accordance with the Uniform Relocation Assistance and Real Property Acquisition Policies Act (URA), owner occupants who move as a result of voluntary acquisition are not eligible for relocation assistance.

A tenant-occupant who moves because of a voluntary acquisition for a federal assistance project may be eligible for relocation assistance. Such displaced persons may include not only current lawful occupants, but also former tenants required to move for any reason other than an eviction for cause in accordance with applicable federal, state and local law. If a tenant lawfully occupied this property within the last three months prior to our offer, we need to know immediately.

If you have any questions about this notice or proposed project, please contact Debbie Narus at the contact information below.

Sincerely,

Signature of Buyer

Date

Signature of Buyer

Date

Delivered to Seller by _____(name) on _____(date).



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 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, Mortgagee's receipt of the funds are conditioned on Mortgagee's agreement to restrictions on Mortgagee'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, Mortgagee obtained a mortgage loan from _____ ("Lender"), which loan is secured by a first mortgage lien on the Property. Accordingly, Mortgagee agrees:

1. Mortgagee shall use the HOME DPA Forgivable Loan to fund costs associated with the Property.
2. Such HOME DPA Forgivable Loan may be retained by Mortgagee 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 Mortgagee sells, refinances or vacates the Property, Mortgagee 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 Mortgagee has owned, resided in and maintained the Property as their primary residence, commencing with the date of the HOME DPA Forgivable Loan.
5. If Mortgagee sells the Property, Mortgagee 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 Mortgagee refinances and the Property remains subject to the encumbrance created by this Agreement, then Mortgagee 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 Mortgagee shall include all Mortgagees whether one or more, and the provisions hereof for reimbursement shall not apply as long as any named Mortgagee continues to both own and occupy the Property.

SUBORDINATION AGREEMENT

Lender is Mortgagee's primary lender for Mortgagee'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) _____