

**Georgia Housing and Finance Authority**  
Lender Certification

Borrower: \_\_\_\_\_

Lender: \_\_\_\_\_

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

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

I, the undersigned, DO HEREBY CERTIFY to the Georgia Housing and Finance Authority (hereinafter, "GHFA") as follows:

1. On the above-referenced Closing Date (hereinafter "Closing Date") the above-referenced Lender (hereinafter "Lender") closed one or more Loans to the above-referenced Borrower (hereinafter, the "Borrower") in the amount(s) below to finance the purchase of a Single Family Residence located at the above-referenced Property Address (hereinafter the "Property") under GHFA's:

Georgia Dream First Mortgage Loan \$ \_\_\_\_\_ Georgia Dream Second Mortgage Loan \$ \_\_\_\_\_

2. If a first mortgage, the Lender has received a mortgagee's title insurance binder, which insurance complies with the requirements of the Seller Guide, and the Lender is not aware of any fact or circumstance which would affect the delivery of the final title insurance policy in a timely manner and acceptable form.
3. The Deed(s) to Secure Debt to the Property, the assignment of the Deed(s) to Secure Debt to GHFA and all of the documents necessary for the transfer of title to the Borrower, for the granting of Deed(s) to Secure Debt to the Lender and for the assignment of such Deed(s) to Secure Debt to GHFA have been duly executed, acknowledged, delivered and recorded. With the exception of encumbrances permitted by GHFA, all payments necessary to extinguish all liens have been made.
4. The Lender has received an original hazard insurance binder or policy and, if required, an original flood insurance binder or policy which meets the requirements of the Seller Guide and is not aware of any fact or circumstance which would affect the delivery of the hazard insurance policy or, if required, the flood insurance policy, in a timely manner and acceptable form. All premiums have been paid to establish such insurance in full force and effect.
5. The Lender has, with due diligence, verified the information in the Affidavits and other forms completed by the Borrower and determined such information to be true and correct. In particular the Lender has verified that:
  - a. The current Household Annual Income does not exceed the applicable limits; and
  - b. The land being purchased by the Borrower with the proceeds of the Loan, if any, does not exceed the size necessary for basic livability;

**For Georgia Dream First Mortgage Program Loans:**

- a. The Borrower(s) has (have) had no present ownership interest in a principal residence within the last 3 years or the property is in a Targeted Area;
- b. The Acquisition Cost of the Property does not exceed the applicable Maximum Purchase Price;
- c. The Borrower(s) intends to occupy the Single Family Residence as a principal residence within 60 days of the date of closing the Loan;
- d. The Borrower(s) has (have) certified and agreed that the Single Family Residence is not and may not be used in a trade or business, or as an investment property or farm, or as a vacation or second home, and based upon the Lender's inspection of property and other reasonable due diligence, the Lender knows of no indication to the contrary;
- e. The Loan is not being used to refinance, acquire or replace an existing loan or mortgage of the Borrower except in the case of a construction loan or similar temporary financing with a term of 24 months or less; and
- f. The Borrower(s) has (have) certified and agreed that the Single Family Residence will be used in accordance with the terms and conditions set forth in the loan documents, the Loan Seller Agreement and the Seller Guide, and the Lender knows of no indication to the contrary.

**For Georgia Dream Second Mortgage Loans:**

- a. The Borrower(s) qualifies as a first-time home buyer, displaced homemaker, or single parent;
  - b. The Purchase Price of the Property does not exceed the applicable limits;
  - c. The Borrower(s) intends to occupy the Single Family Residence as a principal residence within 60 days of the date of closing the Loan; and
  - d. The Borrower(s) has (have) certified and agreed that the Single Family Residence will be used in accordance with the terms and conditions set forth in the loan documents, the Loan Seller Agreement and the Seller Guide, and the Lender knows of no indication to the contrary.
6. The Lender does hereby certify and warrant that:
- a. The Loan(s) is (are) in conformance with the provisions of the Loan Seller Agreement (which incorporates by reference the Seller Guide) and the Seller has reviewed the Borrower's application and the affidavits and other forms completed by the Borrower for conformity with the eligibility provision of the applicable Program(s);
  - b. The Loan(s) meets the terms and conditions of the Program(s) and has been made to an eligible Borrower to finance a Single Family Residence;
  - c. All information supplied by the Lender to GHFA in connection with the Loan is accurate, and the Lender knows of no material misstatement or omission in information supplied by the Borrower or the Lender in connection with the Loan;
  - d. All required hazard, flood, title and mortgage insurance has been obtained;
  - e. The lien securing the Loan(s) has been perfected by recording and has not been impermissibly satisfied, subordinated or impaired;
  - f. The Loan(s) is (are) not subject to any pledge or assignment, except the assignment to GHFA;
  - g. If a First Mortgage Loan, the Loan creates a valid first mortgage lien on the Property subject only to encumbrances created by, among other things, non-delinquent taxes or assessments, rights-of-way, and other easements and encroachments which do not materially affect the security for the Loan, and the Lender has full right and authority to carry out the sale and delivery of the Loan to GHFA;
  - h. If an Second Mortgage Loan, the Loan creates a valid subordinate mortgage lien on the Property subject only to encumbrances created by, among other things, (i) a first mortgage loan secured by the Property; (ii) a second mortgage loan secured by the Property provided such second mortgage loan has been previously approved in writing by GHFA; and (iii) non-delinquent taxes or assessments, rights-of-way, and other easements and encroachments which do not materially affect the security for the Loan, and the Lender has full right and authority to carry out the sale and delivery of the Loan to GHFA;
  - i. The Loan has been underwritten in accordance with the Seller Guide and with prudent lending practices;
  - j. In making this Loan, the Lender has complied with all applicable laws, rules and regulations; and
  - k. The Loan is properly insured in accordance with the Seller Guide.
7. I certify that the borrower(s), seller(s), realtor or any other parties to the transaction do not appear on the HUD Debarred and Suspended lists.
8. I am duly authorized and empowered to execute this certificate by and on behalf of Lender.

IN WITNESS WHEREOF, I have hereunto set my hand this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

LENDER'S NAME \_\_\_\_\_

BY \_\_\_\_\_  
Officer's Signature

\_\_\_\_\_  
Officer's Title

\_\_\_\_\_  
Printed or Typed Name