

Colorado Housing and Finance Authority
www.chfainfo.com

Seller Affidavit

Explanation and Instructions

In order for the purchaser (the "Applicant") to obtain a mortgage loan (the "Mortgage Loan") financed under a Colorado Housing and Finance Authority (the "Authority") program funded with the proceeds of qualified mortgage revenue bonds, the Authority is required by law to obtain your signature to this Affidavit.

Read this affidavit carefully to be sure the information is true and complete. If you are uncertain as to the meaning of any questions, ask an authorized representative of the Applicant's lender (the "Lender") for an explanation. Complete **all** questions. If any question is not applicable, answer "N/A".

* * * * *

I/we,
[print name(s)] the Seller(s), **or as Manager, Member, Officer, or Partner for the Seller**, as an essential part of the closing of the Mortgage Loan requested by the Applicants, do hereby swear or affirm:

1. The residence to be sold is located at the following address (or attach legal description):

2. The Seller has agreed to and intends to surrender possession of the residence to the Applicants within sixty (60) days after the closing of the sale transaction.

3. A. The Lender has shown to the Seller, and the Seller has examined the copy of the sales contract for the residence furnished to the Lender by the Applicants in connection with the Applicants' application. The copy of the sales contract is true and correct. The sales price set forth in the sales contract represents the **entire cost** of the residence to be paid by the Applicants (or any person acting on their behalf) to or for the benefit of the Seller.

B. The items treated by the sales contract as fixtures are affixed to the real estate. Any values ascribed by the sales contract to items of personal property to be acquired by the Applicants from the undersigned in connection with the sale of the residence are true and correct.

C. In connection with the sale of the residence, neither the Seller nor anyone acting on behalf of the Seller (directly or indirectly) has entered into any contract, arrangement or understanding to make any payment to any real estate broker, agent or finder other than in the listing agreement or as otherwise disclosed.

**May not be signed by real estate broker or attorney-in-fact acting under Power of Attorney unless signer is also a co-owner of the Property.
(This prohibition is not applicable if signer is acting on behalf of the Secretary of Housing and Urban Development, Fannie Mae, Freddie Mac, or the Veteran's Administration)**

Date: _____ Signature of Seller: _____

Date: _____ Signature of Seller: _____

Seller Forwarding Address: _____

Individual Acknowledgement

STATE OF COLORADO

County of)
)ss.
)

The foregoing instrument was subscribed and sworn to or affirmed before me this day of 20 .

by and
Seller Seller

My commission expires _____ Witness my hand and official seal.

Notary Public

Corporate Acknowledgement

STATE OF COLORADO

County of)
)ss.
)

The foregoing instrument was subscribed and sworn to or affirmed before me this day of 20

by as of
 .

My commission expires _____

Witness my hand and official seal.

Notary Public