

 DRAFT



CITY OF GAINESVILLE

HOMEOWNERSHIP INCENTIVE PROGRAM PROPOSAL



Revised
January 2, 2002

CITY OF GAINESVILLE HOMEOWNERSHIP INCENTIVE PROGRAM

I. Program Description

The City of Gainesville (City) Homeownership Incentive Program (Program) was created to stabilize and encourage reinvestment in older neighborhoods, and provide homeownership opportunities for eligible City employees to purchase and occupy homes and within the qualified University of Florida (UF) Context Area and/or CDBG targeted neighborhoods.

The City of Gainesville (City) will provide deferred payment loans to eligible full-time City employees who purchase and occupy a single-family detached home as a primary residence in the qualified neighborhoods. A loan of up to \$5,000 to eligible employees can be used for downpayment and closing costs assistance. As long as the employee complies with the requirements of the Program, ten percent (10%) of the loan is forgiven each year. The City will also assist eligible City employees through its Housing Division by offering liaison services with lending institutions that are supportive of the Homeownership Incentive Program (Program).

This program is a model with the future goal to: 1) strengthen the ties between the City and University of Florida and its neighborhoods through greater involvement of employees in the civic life of the university community; 2) further strengthen and revitalize CDBG targeted neighborhoods; and 3) include participation by the University of Florida and Alachua County to provide further public benefits (if viable). There are only limited funds available to support this Program, and there is no guarantee of an annual renewal of the Program budget.

II. Geographic Boundaries

Single-family detached homes located (see attached maps Exhibit A and A1):

- 1) within the UF Context Area and within a one-mile radius of main UF Campus boundaries; or
- 2) within the portion of a registered neighborhood in which the neighborhood boundaries fall partially outside of the one-mile radius but within the Context Area; or
- 3) within the portion of a registered neighborhood in which the boundaries fall outside of the Context Area but within the one-mile radius; or
- 4) within a CDBG Target Area.

III. Program Objectives and Public Benefits

Objectives:

- To promote an increase in the level of homeownership in neighborhoods of the UF Context Area and CDBG targeted areas;
- Provide homeownership opportunities to stabilize and encourage reinvestment in those older neighborhoods near the University of Florida and CDBG targeted neighborhoods;
- To enhance the City's relationship with its employees by promoting and offering homeownership opportunities; and
- To encourage City employees to participate in neighborhood activities and associations.

Public Benefit:

- Employees who are residents of the City would have better knowledge and understanding of the service needs of the City as they would also be consumers of local services.
- Encouragement of a stable and motivated work force;
- Encouragement of homeownership to stabilize and revitalize older neighborhoods.
- Additional recruitment tool to facilitate hiring of employees.

IV. Program Administration

The City Housing Division shall administer the Program. The Housing Division shall have the authority to approve applications, determine the eligibility of the applicant and determine the terms by which the loan is made to the City employee through the Program.

Appeals of the Housing Division shall be submitted to the City Manager. The City Manager shall have the authority to make final decisions on any application that has been denied.

V. Applicant Eligibility Requirements

Employees in good standing receiving regular full-time benefits are eligible. Loans will be provided to employees on a first-come, first-served basis (except for the two priority groups) based on the date a complete loan application is actually received by the Housing Division. In support of the City's community policing and neighborhood stabilizing goals, priority shall first be granted to sworn officers of the Gainesville Police Department and second to City Codes Enforcement Officers.

No application shall be deemed complete until the employee has:

- 1) Completed the City's Loan Application for funding assistance.
- 2) Executed a purchase agreement with the seller to purchase a home within the qualified neighborhoods; and
- 3) Received final loan approval for mortgage financing from a lending institution (if applicable).

The Housing Division will provide written notification to the lender and the closing agent of its intent to provide these funds to assist the employee in purchasing a home. All decisions concerning the eligibility of any employee to participate in the Program shall be made by the Housing Division with appeals to the City Manager.

VI. Program Specifications

The loan shall be awarded in accordance with the City's Program Application and Loan Processing Guidelines (Exhibit B). Eligible applicants must meet the following threshold requirements:

- The employee must be in good standing in accordance with City policies and procedures. For an employee to be in good standing requires that the most recent written performance appraisal must meet and/or exceed the current performance appraisal standards, and the employee must have not received written disciplinary action within the past two years from the date of application for funding assistance.

- Loans to eligible employees shall be limited to regular full-time employees, who have successfully completed the applicable initial probationary period at the time of application.

- Loan funds are to be used exclusively toward downpayment and closing cost assistance for the employee's primary residence, and will only be awarded when full financing for the home purchase has been secured. Refinancing of an existing residence does not qualify. The use of the property shall be limited to the uses permitted for a single-family residential district as permitted by the Zoning Code, provided further that no rental of some or all of the property is allowed.

- The home purchased must remain occupied by the employee and/or his/her immediate family. For purposes of this restriction, "Immediate Family", the following relationships shall be considered immediate family: spouse, former spouse, certified domestic partner, son, daughter, natural or adopted children of certified domestic partner, step-children and foster children of the employee, spouse, former spouse or certified domestic partner living in the same domicile.

- Maximum award for downpayment and closing cost assistance will be \$5,000 per unit. Assistance will be provided on a first-come first-served basis in the form of a zero-interest, deferred payment loan for a term of ten (10) years.

- The maximum sales price shall not exceed twice the current amount of the average purchase price limits for the Gainesville Metropolitan Statistical Area for a new single family housing as established by the Florida Housing Finance Corporation and adopted by the City of Gainesville (see Exhibit C).

- The deferred payment loan shall be recorded as a lien on the property in the public records of Alachua County. As long as the employee and his/her immediate family continue to own the property and occupy the property as a principal residence, then on each of the first ten (10) anniversaries of the date of conveyance of title, ten percent (10%) of the amount owed will automatically be forgiven and will not have to be repaid.

- If the employee defaults on the terms of the deferred payment loan (i.e., if the employee terminates or the immediate family no longer occupy the property as a primary residence or rents or sells the property within the loan compliance period), then the loan shall become due and payable according to the terms of the Program Deferred Payment Promissory Note and Mortgage. A sale/transfer of title or rental of the property between members of the immediate family is not a default.

- The amount of the loan that is forgiven will be taxable income to the employee. The City will issue a 1099 tax form to the IRS annually, reflecting the forgiven portion of the loan as income.

•In cases where the loan becomes due and payable:

•If the employee remains employed with the City, loan repayment will be set up through a payroll deduction assigning up to 10% of the employee's net after-tax earning per pay period unless the employee should make direct payment for the balance of the loan. The balance of the loan shall be paid within a 24-month period.

•If the employee's employment with the City is terminated, the remaining balance of the loan shall be deducted from the net termination pay after taxes. Any remaining balance of the loan subject to repayment shall become immediately due and payable unless the employee has executed a loan repayment agreement with the City. The loan repayment shall not extend beyond a 24-month term. If the employee defaults on the loan repayment agreement, the loan principal may be recovered through any other legal means.

VII. Funding Sources

Funds for this program shall be limited solely to those funds that the City Commission may appropriate from time to time as part of the annual City budget. Depending on the Program's success and the City's financial status, the Homeownership Incentive Program may be continued in future budgets at the discretion of the City Commission.

VIII. Assistance to Lenders

In an effort to encourage lenders to provide greater consideration regarding qualifying parameters to eligible City employees, the Housing Division will assist the employee with the loan packaging process and provide homeownership support services as stated in Section IX.

IX. Homeownership Support

A referral mechanism for homeownership support will be available to all interested employees. This support will assist employees in addressing barriers to successful homeownership. The support issues may include:

- Employee Assistance Programs
- Homebuyer Education Courses
- Homeownership Education/Counseling Services

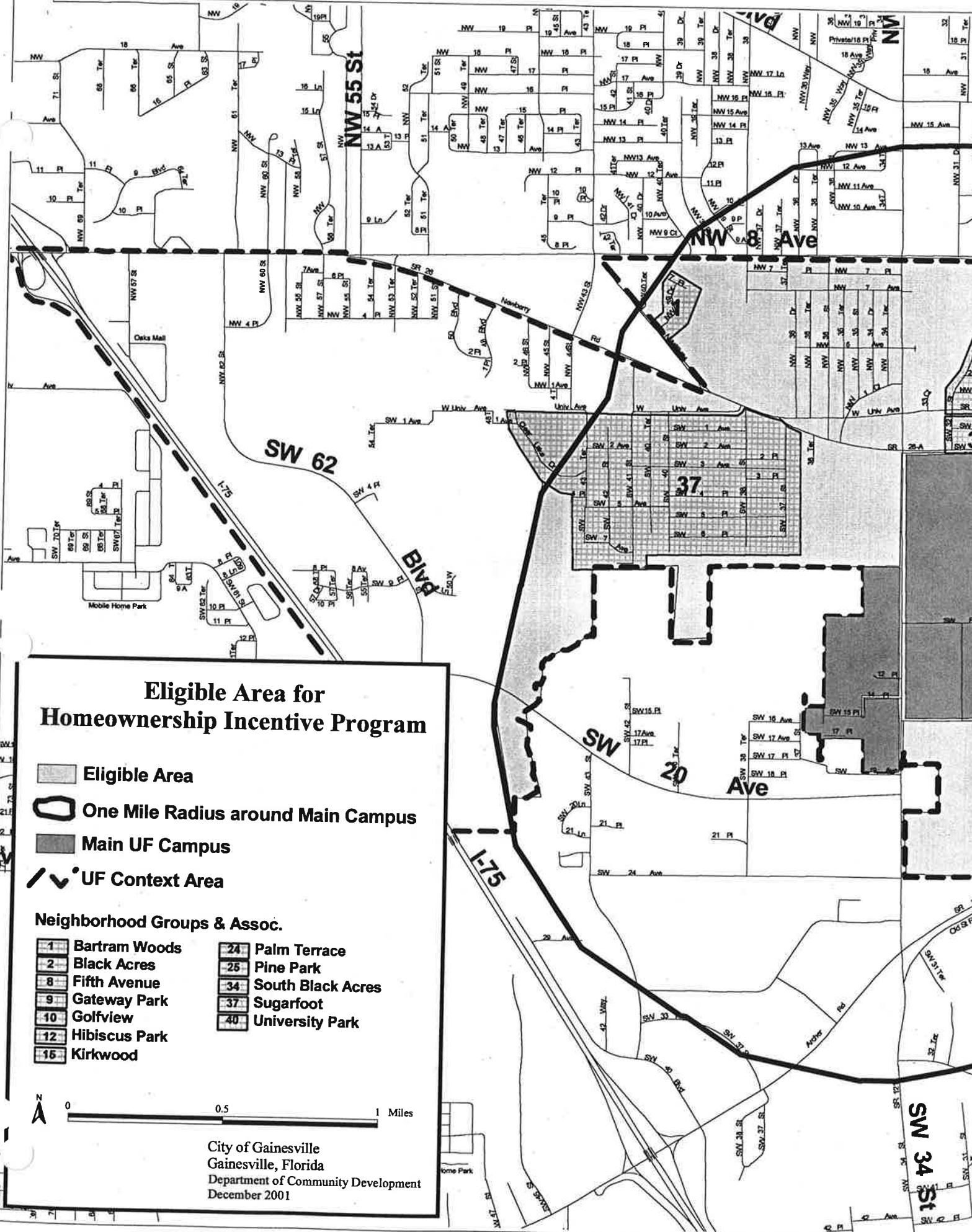
The terms and conditions of this Program are subject to change by the City Manager or the City Commission without formal notice. Any future changes would affect only those loans processed after the changes are adopted.

X. Contact Information

For further questions or information, please contact the Community Development Department:

General Neighborhood Information
Kathy Winburn, Senior Planner
Planning Division
(352) 334-5022

Housing Program Information
Jacqueline S. Richardson, Housing Manager
Housing Division
(352) 334-5026



Eligible Area for Homeownership Incentive Program

-  Eligible Area
-  One Mile Radius around Main Campus
-  Main UF Campus
-  UF Context Area

- Neighborhood Groups & Assoc.**
- | | |
|--|--|
|  1 Bartram Woods |  24 Palm Terrace |
|  2 Black Acres |  25 Pine Park |
|  8 Fifth Avenue |  34 South Black Acres |
|  9 Gateway Park |  37 Sugarfoot |
|  10 Golfview |  40 University Park |
|  12 Hibiscus Park | |
|  15 Kirkwood | |

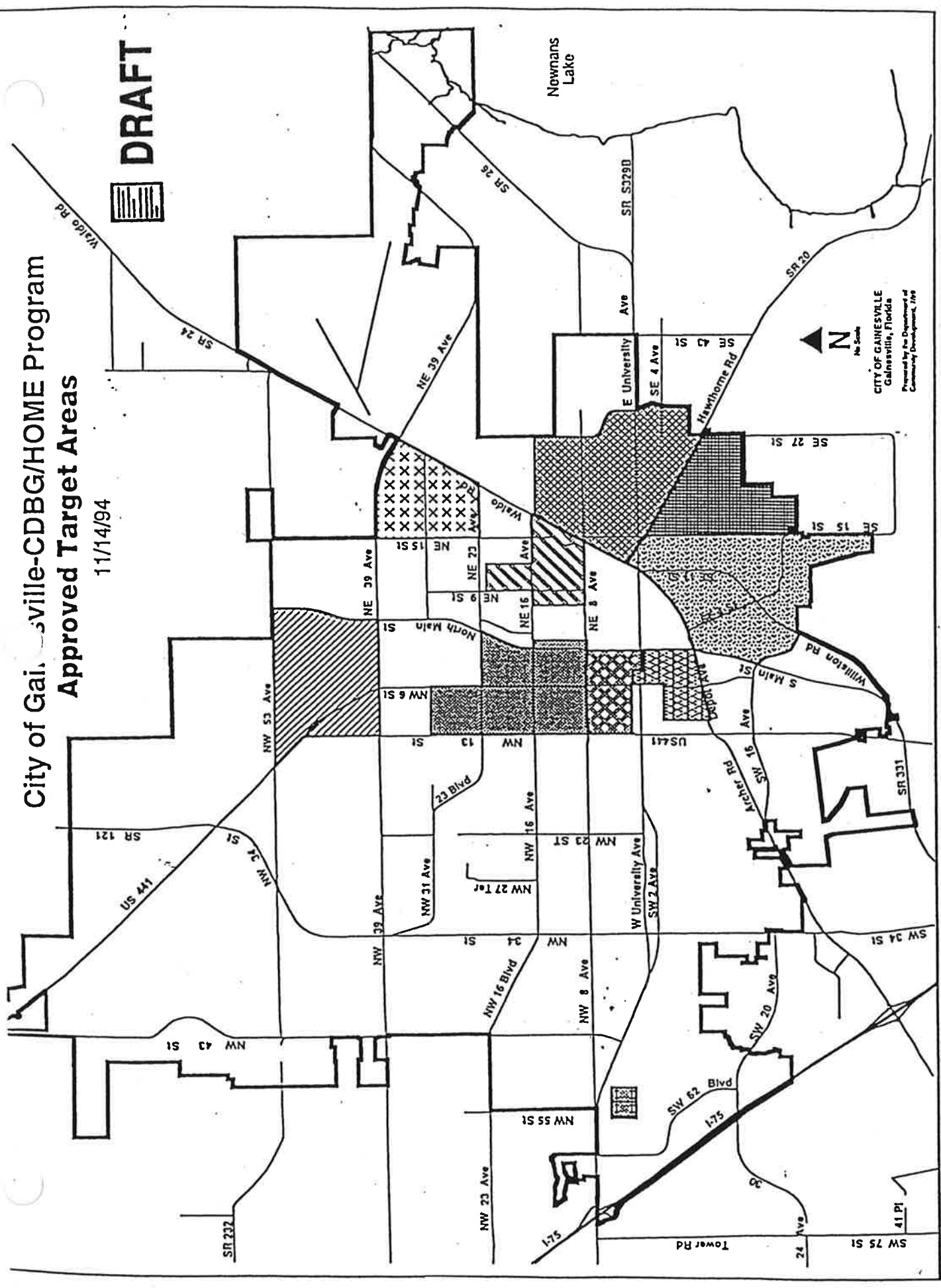


City of Gainesville
 Gainesville, Florida
 Department of Community Development
 December 2001

City of Gainesville-CDBG/HOME Program Approved Target Areas

11/14/94

DRAFT



CITY OF GAINESVILLE
Gainesville, Florida
Prepared by the Department of
Community Development, 7/89

EXHIBIT A1











-  Northeast
-  Southeast
-  Pine Forest Estates/N. Stephen Foster
-  Porters Neighborhood/Southwest
-  Morningstar
-  Grove Street/Northwest
-  East Smokey Bear
-  Duval
-  NW 5th Ave./Pleasant St.
-  Lincoln-Hawthorne Prairie



Exhibit B

 DRAFT

CITY OF GAINESVILLE

HOMEOWNERSHIP INCENTIVE PROGRAM

LOAN PROCESSING GUIDELINES PROPOSAL

Revised January 2, 2002



CITY OF GAINESVILLE
HOMEOWNERSHIP INCENTIVE PROGRAM
APPLICATION & LOAN PROCESSING GUIDELINES

The City of Gainesville Housing Division will coordinate the applicant's application and loan process as follows:

I. APPLICATION/LOAN PROCESSING

LOCATION OF THE PROPERTY

Single-family detached homes located (see attached maps Exhibit A and A1):

- 1) within the UF Context Area and within a one-mile radius of main UF Campus boundaries; or
- 2) within the portion of a registered neighborhood in which the neighborhood boundaries fall partially outside of the one-mile radius but within the Context Area; or
- 3) within the portion of a registered neighborhood in which the boundaries fall outside of the Context Area but within the one-mile radius; or
- 4) within a CDBG Target Area.

LOAN APPLICATION

The applicant must complete a loan application with the City to pre-qualify for the loan. If the applicant and the property meet the Program eligibility requirements, the City will submit a Letter of Confirmation (Exhibit 1A) and Reservation of Funds Checklist (Attachment 1) within 3-5 business days to the applicant's lender confirming that the loan funds have been reserved.

RESERVATION OF FUNDS

The reservation is valid for 30 days (from the date of receipt). If the lender does not submit a completed Reservation of Funds Checklist (Attachment I) within the reservation period, the applicant's loan application will be canceled. The City will send a Notice of Cancellation (Exhibit 1C) to the applicant and lender.

The City will send the lender a Loan Approval Notice to confirm that the applicant's loan is approved. *The lender must not schedule the loan closing until the City issues final approval of the applicant's loan funds*

If the loan closing is not conducted within the 30 day after City's final loan approval, the applicant's loan application will be canceled and discarded. The City will send a Notice of Cancellation (Exhibit 1C) to the applicant and lender. The City will review Requests for Extensions (Exhibit 1B) and reserves the right to approve extensions at its sole discretion.

- In the event that a lender rejects an applicant, an applicant cancels his/her loan application, the lender must immediately notify the City. The City will then submit Notice of Cancellation (Exhibit 1C) to the applicant and lender.

SUBMIT PRE-CLOSING DOCUMENTATION

At least ten (10) business days prior to loan closing, the City will submit the Disbursement of Funds Checklist (Attachment II) to the lender.

- The check for loan funds will be made payable to the closing agent and the applicant.
- The City will conduct a pre-closing conference with the home buyer prior to loan closing.

SUBMIT POST-CLOSING FILE DOCUMENTATION

Within fifteen business days after closing the lender/closing agent must submit the Post-Closing Checklist (Attachment III) along with the appropriate documents to the City of Gainesville:

- Original Executed SHIP Promissory Note
- Copy of Executed and Recorded Second Mortgage
- Copy of Recorded Property Deed
- Copies of Other Recorded Mortgages
- Original HUD-1 Settlement Statement

II. UNDERWRITING/TITLE CONSIDERATIONS

FORM OF OWNERSHIP

- Fee simple title in a residential single family detached unit.

OWNERSHIP INTEREST

The ownership interest may be subject only to the following:

Mortgage, deed of trust or other debt instrument conveying a security interest in the property to a primary lender; and

Any other encumbrances or restrictions that do not impair the marketability of the ownership interest, other than the City's recapture provisions.

OWNERSHIP OF SHARES

Fee simple title in a residential single family detached unit.

COLLATERAL

The employee shall execute a promissory note in the amount of the deferred payment loan for a period of 10 years; and the employee and spouse (if any) shall execute a second mortgage in the amount of the deferred payment loan for a period of 10 years.

MORTGAGE REQUIREMENTS

1. Loan closing on the subordinate City mortgage must occur simultaneously with the closing on the first mortgage. The City mortgage must be recorded immediately following recordation of the first mortgage.
2. The City mortgage must be evidenced by a promissory note in the form that is provided in Exhibit 4 and secured by a mortgage in the form provided in Exhibit 5. The City mortgage must be recorded in the official public records of Alachua County as a lien upon the property.

III. REPAYMENT / RECAPTURE PROVISIONS

As long as the employee and his/her immediate family continues to own the property and continues to occupy the property as his/her principal residence, then on each of the first ten (10) anniversaries of the date of purchase ten percent (10%) of the loan amount will automatically be forgiven and will not have to be repaid. If these two conditions continue for a full ten (10) years, no part of the loan will have to be repaid.

If the employee defaults on the terms of the deferred payment loan (i.e., if the employee terminates or the immediate family no longer occupy the property as a primary residence or rents or sells the property within the loan compliance period), then the loan shall become due and payable according to the terms of the Program Deferred Payment Promissory Note and Mortgage. A sale/transfer of title or rental of the property between members of the immediate family is not a default.

In the event of a sale or transfer of the property during the ten year period, the City shall forgive any portion of the loan amount due in excess of the net proceeds after satisfaction of the first mortgage on the property, if the transaction is arm length's and in good faith.

IV. ASSUMPTION POLICY

Loan is not assumable

V. OTHER CONSIDERATIONS

The assistance under this Program is available only once during an employee's beneficiary's lifetime.

VI. SUBSTITUTIONS

Substitution of one employee for another will not be accepted. An employee will be assigned a case number by the City for the property purchased.

VII. ELIGIBLE DOWNPAYMENT/CLOSING COSTS

- Equity investments (downpayment assistance)
- Origination fees and discount points
- Credit Reports
- Escrow of homeowner's insurance and taxes
- Recordation fees
- Preparation and filing of legal documents
- Appraisal and Survey
- One year's premium of homeowner's insurance
- One year's premium of Private Mortgage Insurance (PMI)
- Prepaid interest
- Customary fees (if reasonable and applicable)

Note: The Homeownership Incentive Program funds are reserved on a first-come first-served basis.

ATTACHMENT I

RESERVATION OF FUNDS CHECKLIST

APPLICANT'S NAME _____ CASE NBR _____

ADDRESS _____

I. RESERVATION OF FUNDS

Please submit documents, via hand to (City of Gainesville - Housing Division - 306 NE 6th Avenue, Building B Room 253 - Gainesville, FL 32601) or certified mail to (City of Gainesville, Housing Division, PO Box 490 - Station 10B - Gainesville, FL 32602) - Phone: (352) 334-5026.

Loan funds shall be reserved by the City of Gainesville upon receipt of the following applicant information:

	INCLUDED	TO SUBMIT LATER	NOT APPLICABLE
1. Documentation of Homebuyer Contribution Funds			
2. Uniform Residential Loan Application (or its equivalent).			
3. Copy of <u>executed</u> sales contract			
4. Lender's Good Faith Estimate of Closing Costs			
5. Truth-in-Lending Statement			
6. Property Appraisal			
7. Lender's Loan Commitment			

Lender _____ Phone No. _____
Fax No. _____

Lender's Authorized Signature _____
Date _____

ATTACHMENT II

DISBURSEMENT OF FUNDS CHECKLIST

APPLICANT'S NAME _____ CASE NBR _____
ADDRESS _____

II. DISBURSEMENT OF FUNDS

Please submit documents, via hand to (City of Gainesville - Housing Division - 306 NE 6th Avenue, Building B Room 253 - Gainesville, FL 32601) or certified mail to (City of Gainesville, Housing Division, PO Box 490 - Station 10B - Gainesville, FL 32602) - Phone: (352) 334-5026.

Loan funds shall be disbursed by the City directly to the Closing Agent upon receipt of the following documents *at least 10 business days before closing*:

	INCLUDED	TO SUBMIT LATER	NOT APPLICABLE
1. Final Closing Statement (HUD -1)			
2. Copy of Title & Encumbrance Search			
3. City's Loan Packet (City Mortgage and Note) (applicant will execute documents at the loan closing settlement)			
4. Check for Loan Funds Processed (made payable to Closing Agent and the Applicant)			

Lender _____ Phone No. _____
Fax No. _____

Lender's Authorized Signature _____
Date _____

ATTACHMENT III

POST-CLOSING CHECKLIST

APPLICANT'S NAME _____ CASE NBR _____

ADDRESS _____

III. POST-CLOSING REQUIREMENTS

Please submit documents, via hand to (City of Gainesville - Housing Division - 306 NE 6th Avenue, Building B Room 253 - Gainesville, FL 32601) or certified mail to (City of Gainesville, Housing Division, PO Box 490 - Station 10B - Gainesville, FL 32602) - Phone: (352) 334-5026.

It shall is the responsibility of the closing agent to ensure that following documents are submitted to the City of Gainesville after recording. The closing agent shall submit the following documents to the City of Gainesville within (15) business days after closing:

	INCLUDED	TO SUBMIT LATER	NOT APPLICABLE
Original Executed Promissory Note (Exhibit 2)			
Copy of Recorded First Mortgage			
Original Executed and Recorded City Mortgage (Exhibit 3)			
Copy of Recorded Property Deed			
Copies of Other Recorded Mortgages			
Original HUD 1			
Check from closing agent to the City of Gainesville for any balance due from downpayment/closing cost escrow, if applicable			

Closing Agent _____ Phone No. _____

Fax No. _____

Closing Agent's Authorized Signature _____

Date _____

CITY OF GAINESVILLE
HOMEOWNERSHIP PROGRAM
PRELIMINARY APPLICATION

Applicant Name: _____

Co-Applicant Name: _____

Address: _____

_____ Home Phone _____ Work Phone

Department/Division: _____

Hire Date: _____ Full-Time: _____ Part-Time: _____

Position: _____ Good Standing: _____ Yes _____ No

Do you currently (own/rent) your home? _____ Own _____ Rent

Purchase Price of Home You Wish to Purchase? _____

Loan amount requested: \$ _____ (maximum \$5,000)

I have executed a Purchase Agreement and applied for a mortgage loan from _____
_____ (lending institution, if applicable).

I certify the following:

1. I will live in the property as my (our) principal residence.
2. I do not currently live in the property.
3. I am not related to the current owner of the property.
4. I understand that that Program Loan must repaid if I default on the terms of the deferred payment loan (i.e., if I terminate employment or my immediate family no longer occupy the property as a primary residence or rents or sells the property within the loan compliance period), then the loan shall become due and payable according to the terms of the Program Deferred Payment Promissory Note and Mortgage. A sale/transfer of title or rental of the property between members o the immediate family is not a default.
5. If I or my immediate family no longer reside in the property, I must repay the City of Gainesville any outstanding balance of the loan according to the terms of the Program.
6. I understand that approval of the loan is subject to the review and approval of the City of Gainesville Housing Division and that decisions of appeals to the City Manager are final.
7. I understand that the loan is subject to obtaining financing from an authorized financial institution and the entire loan proceeds must be applied to the home purchase.
8. I have received a copy of the City of Gainesville Homeownership Incentive Program (Program) dated _____, and I understand all the terms and conditions of the Program.

Applicant

Date

Co-Applicant

Date

EXHIBIT 1
CITY OF GAINESVILLE
HOMEOWNERSHIP INCENTIVE PROGRAM
APPLICATION AND RESERVATION FORM (Valid for 30 Days)

Date: _____ Time: _____ Case #: _____

Applicant: _____ SSN: _____

Co-Applicant: _____ SSN: _____

Home Phone: _____ Work Phone: _____

Property Address: _____

Check One: New Existing

Household Size: _____ Adults (18 & up): _____ Boys: _____ Girls: _____

Name & Address of Lender: _____

Lender's Contact: _____ Phone: _____

Fax: _____

Name & Address of Closing Agent: _____

Closing Agent Contact: _____ Phone: _____

Fax: _____

Sales Price of Property: \$ _____ Approved Mortgage Amount: \$ _____

Estimated Mortgage Payment (PITI): \$ _____

Estimated Downpayment & Closing Costs: \$ _____

Amount of Deposit/Closing Costs Paid By Applicant(s): \$ _____

City Loan Amount Requested: \$ _____

Anticipated Closing Date: _____

Applicant's Signature Date

Co-Applicant's Signature Date

Authorized City Official Signature Date Title

**Exhibit 1A
LETTER OF CONFIRMATION**

Date

Bank Name
Address
City, State Zip

Re: Applicant and Property Address

Dear Lender:

This letter is to inform you that _____ loan application for the City of Gainesville has been received for downpayment and closing costs assistance to purchase the property located _____. The loan funds approved will be based upon the actual downpayment and closing costs listed on the borrower's final closing statement (HUD 1). The reservation of loan funds is contingent upon the following documents listed on RESERVATION OF FUNDS CHECKLIST (ATTACHMENT 1).

Please advise immediately if there is any change in the applicant's application between now and the loan closing of your loan, as it may affect the applicant's eligibility for assistance. The applicant will be required to re-certify the loan application information at the closing settlement.

Please contact us before you schedule a closing date so that we may insure that our office has received the requested information, and that a check will be ready. Should you have any questions please contact me at 334-5026.

Sincerely,

Staff Name
Staff Title

Xc: Applicant

EXHIBIT 1B
CITY OF GAINESVILLE
HOMEOWNER INCENTIVE PROGRAM
REQUEST FOR EXTENTION/MODIFICATION OF RESERVATION

DATE: _____

PARTICIPATING LENDER: _____

LENDER'S ADDRESS: _____

AUTHORIZED LENDER:

TITLE: _____

PHONE NO.: _____

ORIGINAL LOAN COMMITMENT

APPLICANT NAME: _____

LOAN NUMBER: _____

PROPERTY ADDRESS: _____

PURCHASE PRICE: \$ _____ NEW EXISTING

REQUESTED EXTENSION FROM: _____ TO: _____

REASONS FOR EXTENSION REQUEST:

LENDER AUTHORIZED SIGNATURE

AGENCY ACTION: RECEIVED: ___/___/___ REVIEWED:
___/___/___ EXPIRES: ___/___/___

BY: _____
Program Administrator

Approved Rejected

REASON: _____

**EXHIBIT 1C
CITY OF GAINESVILLE
HOMEOWNERSHIP INCENTIVE PROGRAM**

**CANCELLATION OF RESERVATION/LOAN
(PLEASE PRINT OR TYPE)**

PARTICIPATING LENDER: _____

LENDER'S ADDRESS: _____

DATE: _____

AUTHORIZED OFFICER'S NAME:

TITLE: _____

PHONE: _____

RESERVATION/LOAN TO BE CANCELLED

APPLICANT NAME: _____

LOAN NUMBER: _____

PROPERTY ADDRESS: _____

REASON: _____

AUTHORIZED CITY OFFICIAL SIGNATURE

DATE

 **DRAFT**

S.H.I.P. DEFERRED PAYMENT PROMISSORY NOTE

Date: _____

Amount: \$ _____

Loan#: _____

FOR VALUE RECEIVED, the undersigned (called the "BORROWER") jointly and severally promise(s) to pay to the order of the City of Gainesville, Florida (called the "CITY"), the sum of _____.

1. INTEREST

Interest on this Note shall be **zero percent (0%)** per annum; except that if Borrower fails to pay this Note as required, the interest rate shall be **ten percent (10%)** per annum from the date when payment of this Note is due until it is paid in full by Borrower.

2. DEFERRAL

As long as the BORROWER continues to own the property described in the mortgage securing this note and the BORROWER continues to live on this property, then on each of the first **ten anniversaries** of the date of this note **ten percent** of the amount owed on this note will automatically be forgiven and will not have to be repaid. If these two conditions continue for a full **ten years**, no part of this note will have to be paid.

HOWEVER, if the title of this property is transferred to another party and/or the BORROWER ceases to occupy it as his/her primary residence during the ten year period, then the REMAINING BALANCE amount of this note becomes due and payable to the **City of Gainesville, Housing Division, P.O. Box 490; Station 10-B, Gainesville, Florida 32602-0490.**

Upon refinance of the property, then the **REMAINING BALANCE** amount of this note becomes due and payable to the **City of Gainesville, Housing Division.**

3. BORROWER'S PAYMENT BEFORE THEY ARE DUE

Borrower has the right to make payment, in full, on this Note at any time before it is due. Such payment is know as a "**full prepayment.**" No partial prepayments can be made at any time on the principal of the loan. When Borrower makes a full prepayment, Borrower will tell the City in a letter that Borrower is doing so.

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4. BORROWER'S FAILURE TO PAY AS REQUIRED

(A) Default

If Borrower does not pay the full remaining balance due and payable as required in **Section 2** above, Borrower will be in default. If Borrower is in default, the City may bring about any actions not prohibited by applicable law and require borrower to pay City's cost and expenses as described in below.

(B) Payment of Note Holder's Costs and Expenses

If the City takes such actions as described above, the City will have the right to be reimbursed for all of its costs and expenses, including but not limited to reasonable attorneys fees.

5. THIS NOTE SECURED BY A MORTGAGE

In addition to the protections given to the City under this Note, a Subordinate Mortgage, dated _____, 200____, protects the City from possible losses which might result if Borrower does not keep the promises which are made in this Note. The Second Mortgage describes how and under what conditions Borrower may be required to make immediate payment in full of all amounts that Borrower owes under this Note. This Note and the Second Mortgage are assumable by SHIP eligible successors only with the expressed, written consent of the City.

6. BORROWER'S WAIVERS

Borrower waives his rights to require the City to do certain things. Those things are: (A) to demand payment of amount due (known as "presentment"); (B) to give notice that amounts due have not been paid (known as "notice of dishonor"); (C) to obtain an official certification of nonpayment (known as a "protest"). Any co-signer, guarantor, surety or endorser who agrees to keep the promises Borrower has made in this Note, by signing this Note or by executing a separate agreement to make payments to the City if Borrower fails to keep the promises under this Note, or who signs this Note to transfer it to someone else, also waives these rights.

7. GIVING OF NOTICES

Any notice that must be given to Borrower under this note will be given by delivering it or by mailing it by certified or registered mail, postage prepaid, addressed to Borrower at the Property Address above. A notice will be delivered or mailed to Borrower at a different address, if Borrower gives the City a notice of a different address.

Any notice that must be given to the City under this Note will be given by mailing it by certified or registered mail, postage prepaid, to the City at the address stated in **Section 2** above. A notice will be mailed to the City at a different address if Borrower is given a notice of that different address.

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8. The BORROWER(S) covenants that the information BORROWER(S) provided to the City for a Homeownership Incentive Program loan is true and accurate. If the City determines that BORROWER(S) fraudulently provided false information, the face amount of this note shall immediately become due and payable.

9. **RESPONSIBILITY OF PERSONS UNDER THIS NOTE**

If more than one person signs this Note, each is personally and severally liable to pay the full amount owed and to keep all of the promises made in this Note. Any guarantor, surety, or endorser of this Note (as described in Section 6 above) is also obligated to do these things. The City may enforce its rights under this Note against each Borrower individually or against all Borrowers together and may enforce its rights against any of them in any order. This means that any Borrower may be required to pay all of the amounts owed under this Note.

Mortgagor - Date

Mortgagor - Date

STATE OF FLORIDA
COUNTY OF ALACHUA

I HEREBY CERTIFY, that on the ___ day of _____, 200___, A.D., before me, the undersigned authority, personally appeared _____, known to me to be the person(s) described in and who executed the foregoing instrument, and severally acknowledged the execution thereof to be his/her free act and deed for the uses and purposed therein mentioned.

WITNESS my hand and official seal the date aforesaid.

IDENTIFICATION: _____

NOTARY PUBLIC _____

My Commission Expires:

This instrument was prepared by:

City of Gainesville
Housing Division
P.O. Box 490 Station 10-B
Gainesville, FL 32602-0490

 **DRAFT**

EXHIBIT 3

SUBORDINATE MORTGAGE

This Mortgage made on or as of the ____ day of _____, 200____, between _____, hereinafter called **Mortgagor**, and if more than one party, jointly and severally hereinafter called **Mortgagors**, residing at _____ in the City of Gainesville, County of Alachua and State of Florida and the CITY OF GAINESVILLE, whose address is P.O. Box 490, Station 10-B, Gainesville, FL 32602-0490, hereinafter called **Mortgagee**.

WITNESSETH, that to secure indebtedness in the principal amount of _____ (\$ _____), WITHOUT INTEREST thereon, which shall be payable in accordance with a certain Note bearing even date herewith, delivered this date from the Mortgagor to the Mortgagee for valuable consideration, the Mortgagor hereby grants, conveys, and mortgages to the Mortgagee:

All that certain lot, piece, or parcel of land, including improvements, situated in the City of Gainesville, County of Alachua, State of Florida, bounded and described as follows:

TOGETHER with all the improvements now or hereafter erected on the property, and all easements, rights, appurtenances and rents, all of which shall be deemed to be and remain a part of the property covered by this Mortgage and all of the foregoing, together with said property (or the leasehold estate if this Mortgage is on a leasehold) are hereinafter referred to as the "**Property**."

MORTGAGOR COVENANTS, represents and warrants to the Mortgagee and its successors and assigns that Mortgagor is lawfully seized of the estate hereby conveyed and has the right to mortgage, grant and convey the Property, and that the Property is unencumbered, except for the mortgage lien of the First Mortgage in favor of the first mortgage holder, and for other encumbrances of record. Mortgagor covenants, represents and warrants to the Mortgagee and its successors and assigns that Mortgagor will defend generally the title to the Property against all claims and demands, subject to the mortgage lien of the First Mortgage and other encumbrances of record.

MORTGAGOR FURTHER COVENANTS and agrees with the Mortgagee as follows:

1. **Payment.** The Mortgagor shall promptly pay when due the indebtedness evidenced by the Note.

Initials _____

 DRAFT

2. **Prior Mortgages and Deeds of Trust; Charges; Liens.** The Mortgagor shall perform all of the Mortgagor's obligations under the First Mortgage and any other mortgage; deed of trust or other security agreement with a lien which has priority over this Mortgage, including the Mortgagor's covenants to make payments when due. The Mortgagor shall pay or cause to be paid all taxes, assessments and other charges, fines and impositions attributable to the Property which may attain a priority over this Mortgage, and leasehold payments or ground rents, if any.

3. **Hazard Insurance.** The Mortgagor shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage", and such other hazards as the Mortgagee may require and in such amounts and for such periods as the Mortgagee may require.

The insurance carrier providing the insurance shall be chosen by the Mortgagor subject to approval by the Mortgagee; provided, that such approval shall not be unreasonably withheld. All insurance policies and renewals thereof shall be in a form acceptable to the Mortgagee and shall include a standard mortgage clause in favor of, and in a form acceptable to the Mortgagee. The Mortgagee shall have the right to hold the policies and renewals thereof, subject to the terms of the First Mortgage and any other mortgage, deed of trust or other security agreement with a lien which has priority over this Mortgage.

In the event of loss, the Mortgagor shall give prompt notice to the insurance carrier and to the Mortgagee. The Mortgagee may make proof of loss if not made promptly by the Mortgagor.

If the Property is abandoned by the Mortgagor, or if the Mortgagor fails to respond to the Mortgagee within **thirty (30) days** from the date notice is mailed by the Mortgagee to the Mortgagor that the insurance carrier offers to settle a claim for insurance benefits, the Mortgagee is authorized to collect and apply the insurance proceeds at the Mortgagee's option either to restoration or repair of the Property or to the sums secured by this Mortgage.

4. **Preservation and Maintenance of Property; Leaseholds; Condominiums; Planned Unit Developments.** The Mortgagor shall keep the Property in good repair and shall not commit waste or permit impairment or deterioration of the property and shall comply with the provisions of any lease if this Mortgage is on a leasehold. If this Mortgage is on a unit in a condominium or a planned unit development, the Mortgagor shall perform all of the Mortgagor's obligations under the declaration or covenants creating or governing such condominium or planned unit development, the by-laws and regulations of the condominium or planned unit development, and constituent documents.

5. **Protection of Mortgagee's Security.** If the Mortgagor fails to perform the covenants and agreements contained in this Mortgage, or if any action or proceeding is commenced which materially affects the Mortgagee's interest in the Property, then the Mortgagee, at the Mortgagee's option, upon notice to the Mortgagor, may make such appearances, disburse such sums, including reasonable attorneys' fees, and take such action as is necessary to protect the Mortgagee's interest in the Property. If the Mortgagee required mortgage insurance as a condition of making the Loan secured by this Mortgage, the Mortgagor shall pay the premiums required to maintain such insurance in effect until such time as the requirement for such insurance terminates in accordance with the Mortgagor's and the mortgagee's written agreement or applicable law.

Initials _____

 DRAFT

Any amounts disbursed by the Mortgagee pursuant to this Paragraph 5, with interest thereon, at the rate of **ten percent (10%)** per annum, shall become additional indebtedness of the Mortgagor secured by this Mortgage. Unless the Mortgagor and the Mortgagee agree to other terms of payment, such amounts shall be payable upon notice from the Mortgagee to the Mortgagor requesting payment thereof. Nothing contained in this Paragraph 5 shall require the Mortgagee to incur any expense or take any action hereunder.

6. **Inspection.** The Mortgagee may make or cause to be made reasonable entries upon and inspection of the Property; provided that the Mortgagee shall give the Mortgagor notice prior to any such inspection specifying reasonable cause therefore related to the Mortgagee's interest in the Property.

7. **Condemnation.** The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of the Property, or part thereof, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to the Mortgagee, subject to the terms of any mortgage, deed of trust or other security agreement with a lien which has priority over this Mortgage.

8. **Mortgagor Not Released; Forbearance By Mortgagee Not A Waiver.** Extension of the time for payment or modification of amortization of the sums secured by this Mortgage granted by the Mortgagee to any successor in interest of the Mortgagor shall not operate to release, in any manner, the liability of the original Mortgagor and the Mortgagor's successors in interest. The Mortgagee shall not be required to commence proceedings against such successor or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Mortgage by reason of any demand made by the original Mortgagor and the Mortgagor's successors in interest. Any forbearance by the Mortgagee in exercising any right or remedy hereunder, or otherwise afforded by applicable law, shall not be a waiver of or preclude any future exercise of any such right or remedy.

9. **Successors and Assigns Bound; Joint and Several Liability; Co-Signers.** The covenants and agreements herein contained shall bind, and the rights hereunder shall enure to, the respective successors and assigns of the Mortgagee and the Mortgagor, subject to the provisions of Paragraph 14 hereof. If more than one Mortgagor executes this Mortgage, all covenants, representations, warranties and agreements of Mortgagor shall be joint and several. Any Mortgagor who co-signs this Mortgage, but does not execute the Note: (a) is co-signing this Mortgage only to mortgage, grant and convey that Mortgagor's interest in the Property to the Mortgagee under the terms of this Mortgage, (b) is not personally liable on the Note or under this Mortgage, and (c) agrees that Mortgagee and any other Mortgagor hereunder may agree to extend, modify, forbear, or make any other accommodations with regard to the terms of this Mortgage or the Note without that Mortgagor's consent and without releasing that Mortgagor or modifying this Mortgage as to that Mortgagor's interest in the Property.

10. **Notice.** Except for any notice required under applicable law to be given in another manner: (a) any notice to the Mortgagor provided for in this Mortgage shall be given by delivering it or by mailing such notice by certified or registered mail, postage prepaid, addressed to the Mortgagor at the Property Address or at such other address as the Mortgagor may designate by notice to the Mortgagee as provided herein, and (b) any notice to the Mortgagee shall be given by certified or registered mail, postage prepaid, to the Mortgagee's address stated on page 1 hereof. Any notice provided for in this Mortgage shall be deemed to have been given to the Mortgagor or the Mortgagee when given in the manner designated herein.

Initials _____

 DRAFT

11. **Governing Law; Severability; Costs.** This mortgage shall be governed by the laws of the State of Florida, and, to the extent applicable hereto, the laws and regulations of the United States of America. In the event that any provision or clause of this Mortgage or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Mortgage or the Note which can be given effect without the conflicting provision, and to this and the provisions of the Mortgage and the Note are declared to be severable. As used herein, "costs", "expenses" and "attorneys' fees" included all sums to the extent not prohibited by applicable law or limited herein.

12. **Mortgagor's Copy.** Mortgagor shall be furnished a conformed copy of the Note and of this Mortgage at the time of execution or after recordation hereof.

13. **Loan Agreement.** Mortgagor shall fulfill all of Mortgagor's obligations under any loan agreement which Mortgagor enters into with the Mortgagee. The Mortgagee, at the Mortgagee's option, may require Mortgagor to execute and deliver to the Mortgagee, in a form acceptable to the Mortgagee, an assignment of any rights, claims or defenses which Mortgagor may have against parties who supply labor, materials or services in connection with improvements made to the Property.

14. **Transfer of the Property.** If all or any part of the property or any interest in it is sold, transferred, gifted or otherwise conveyed, whether by voluntary act, involuntarily, by operation of law or otherwise, or if the Mortgagor is divested of title by judicial sale, levy or other proceeding, or if foreclosure action is instituted against the Property, or if the First Mortgage is satisfied or refinanced, or if the Property is leased or rented, all sums secured by this Mortgage shall immediately become due and payable as provided herein.

Mortgagee shall give Mortgagor notice of acceleration. The notice shall provide a period of not less than **thirty (30) days** from the date the notice is given as provided in Paragraph 10 hereof within which the Mortgagor must pay all sums secured by this Mortgage. If Mortgagor fails to pay these sums prior to the expiration of this period, the Mortgagee may invoke any remedies permitted by this Mortgage without further notice or demand on the Mortgagor.

15. **Acceleration; Remedies.** Except as provided in Paragraph 18 hereof, upon the Mortgagor's breach of any covenant or agreement of the Mortgagor in this Mortgage, including the covenants to pay when due any sums secured by this Mortgage, or in the event that the Mortgagor shall have made material misrepresentations or material omissions in his/her/their application for a **Homeownership Incentive Program Loan**, the Mortgagee, at the Mortgagee's option, may declare all of the sums secured by this Mortgage to be immediately due and payable without further demand and may foreclose this Mortgage by judicial proceeding. Prior to acceleration of this Mortgage, the Mortgagee shall give notice to the Mortgagor as provided in Paragraph 10 hereof specifying (1) the breach (if the breach is curable); (2) the action required to cure such breach; (3) a date, not less than **ten (10) days** from the date the notice is mailed to Mortgagor, by which such breach must be cured; and (4) that failure to cure such breach on or before the date specified in the notice may result in acceleration of the sums secured by this Mortgage, foreclosure by judicial proceeding, and sale of the Property. The notice shall further inform Mortgagor of the right to reinstate after acceleration and the right to assert in the foreclosure proceeding the nonexistence of a default or any other defense of Mortgagor to acceleration and foreclosure. The Mortgagee shall be entitled to collect in such proceeding all expenses of foreclosure, including, but not limited to, reasonable attorneys' fees, court costs, and costs of the documentary evidence, abstracts and title reports.

Initials _____

 DRAFT

16. **Mortgagor's Rights to Reinstate.** Notwithstanding the Mortgagees' acceleration of the sums secured by this Mortgage due to the Mortgagor's breach, the Mortgagor shall have the right to have any proceedings begun by the Mortgagee to enforce this Mortgage discontinued at any time prior to entry of a judgment enforcing this Mortgage if: (a) the Mortgagor pays the Mortgagee all sums which would be then due under this Mortgage and the Note had no acceleration occurred; (b) the Mortgagor cures all breaches of any other covenants or agreements of the Mortgagor contained in this Mortgage; (c) the Mortgagor pays all reasonable expenses incurred by the Mortgagee in enforcing the covenants and agreements of the Mortgagor contained in this Mortgage, and in enforcing the Mortgagee's remedies as provided in Paragraph 15 hereof, including, but not limited to, reasonable attorneys' fees and court costs; and (d) the Mortgagor takes such action as the Mortgagee may reasonably require to assure that the lien of this Mortgage, the Mortgagee's interest in the Property and the Mortgagor's obligation to pay the sums secured by this Mortgage shall continue unimpaired. Upon such payment and cure by the Mortgagor, this Mortgage and the obligations secured hereby shall remain in full force and effect as if no acceleration has occurred.

17. **Assignment of Rents; Appointment of Receiver.** As additional security hereunder, the Mortgagor hereby assigns to the Mortgagee the rents of the Property, provided that the Mortgagor shall, prior to the acceleration under Paragraph 15 hereof or abandonment of the Property, have the right to collect and retain such rents as they become due and payable.

Upon acceleration under Paragraph 15 hereof or abandonment of the Property, the Mortgagee shall be entitled to have a receiver appointed by a court to enter upon, take possession of and manage the Property and to collect the rents of the Property including those past due. All rents collected by the receiver shall be applied first to payment of the costs of management of the Property and collection of rents, including, but not limited to, receiver's fees, premiums on receiver's bonds and reasonable attorneys' fees, and then to the sums secured by this Mortgage. The receiver shall be liable to account only for those rents actually received.

18. **Release.** Upon payment of all sums secured by this Mortgage, Mortgagee shall release this Mortgage without charge to Mortgagor. Mortgagor shall pay all costs and recordation, if any.

19. **Attorneys' Fees.** As used in this Mortgage and in the Note, "attorneys' fees" shall include attorneys' fees, if any, incurred in connection with the collection or enforcement of this Mortgage or of the Note, whether or not suit is brought and whether incurred at trial, on appeal, in bankruptcy proceedings or otherwise.

20 **Special Covenants Representations.** The Mortgagor covenants, represents and warrants to the Mortgagee that: (a) the Mortgagor, along with his/her/their family, intends to reside as a household in the Property; and (b) the Mortgagor is eligible to participate in the Mortgagee's **Homeownership Incentive Program** thereunder.

Initials _____

 DRAFT

**REQUEST FOR NOTICE OF DEFAULT
AND FORECLOSURE UNDER SUPERIOR
MORTGAGES OR DEEDS OF TRUST**

Mortgagor and Mortgagee request the holder of any mortgage, deed of trust or other encumbrance with a lien which has priority over this Mortgage to give Notice to Mortgagee, at Mortgagee's address set forth on page one (1) of this Mortgage, of any default under the superior encumbrance and of any sale or other foreclosure action.

IN WITNESS WHEREOF, the Mortgagor has executed this Mortgage.

NOTICE TO MORTGAGOR

DO NOT SIGN THIS MORTGAGE IF IT CONTAINS BLANK SPACES.
ALL SPACES SHOULD BE COMPLETED BEFORE YOU SIGN.

_____	_____	_____	_____
Witness	Date	Mortgagor -	Date
_____	_____	_____	_____
Witness	Date	Address	
_____	_____	_____	_____
Witness	Date	Mortgagor -	Date
_____	_____	_____	_____
Witness	Date	Address	

The Mortgagor(s) covenants that the information Mortgagor(s) provided on the "Downpayment/Closing Costs Assistance Program Application and Reservation Form; and on the S.H.I.P. Program Income Certification" form is true and accurate. If the City determines that Mortgagor(s) fraudulently provided false information, the face amount of this note shall immediately become due and payable.

The Mortgagor(s) must be income eligible as of the date of loan commitment by the first mortgage lender.

STATE OF FLORIDA
COUNTY OF ALACHUA

I HEREBY CERTIFY, that on the _____ day of _____, 2001, A.D., before me, the undersigned authority, personally appeared _____, known to me to be the person(s) described in and who executed the foregoing instrument, and severally acknowledged the execution thereof to be his/her free act and deed for the uses and purposes therein mentioned.

WITNESS my hand and official seal the date aforesaid.

IDENTIFICATION: _____

This instrument was prepared by and
please return to City of Gainesville
PO Box 490 Station 10B
Gainesville, FL 32602

NOTARY PUBLIC
My Commission Expires:

**CITY OF GAINESVILLE
COMMUNITY DEVELOPMENT DEPARTMENT - HOUSING DIVISION
HOMEOWNERSHIP INCENTIVE PROGRAM (HIP)
DIRECT BENEFIT ACTIVITY APPLICATION**



DRAFT

CASE #: _____ CENSUS TRACT#: _____ # UNITS IN PROJECT: _____
 APPLICANT: _____ / SSN: _____
 CO-APPLICANT: _____ / SSN: _____ (COUNSELOR)

PROGRAM (CHECK ALL THAT APPLY): ROOF, FLEX, NEW CONSTRUCTION, MFI, DPA, MODERATE REHAB, RECONSTRUCTION, GAS

_____	Type of assistance (rehab, down payment assistance, etc.)	Information for Form 1
\$ _____	Maximum per unit award amount	
_____	Applicant name or project identifier	
\$ _____	Amount of HIP funds encumbered	
_____	Date HIP funds encumbered	
\$ _____ ()	Applicant's Annual Income Levels (VLI, LI, or M)	
_____	Contractors draw request(s) – if applicable	
\$ _____	Total Amount of funds expended (sum of draws)	
_____	Expenditure date (date funds are fully expended and unit is occupied).	

_____	Property Address	Information for Form 2
_____	City, State Zip	
Yes <input type="checkbox"/> No <input type="checkbox"/>	Unincorporated Area	
_____	Age of Head of Household	
Ages: _____	Number of Persons in Household & Ages	
_____	Race	
_____	Special Needs	
# B/R: _____ Rent: \$ _____	# of bedrooms and monthly rental rate – if applicable	
_____	Funding Type	
_____	Program	

\$ _____	HIP Deferred Payment Loan	_____	Information for Form 3
\$ _____	Amount of other public funds in unit/project		
\$ _____	Amount of private funds in unit/project		
\$ _____	Owner contribution		
\$ _____	Sales Price or value		
\$ _____	Other Funds	_____	
Yes <input type="checkbox"/> No <input type="checkbox"/>	Home ownership activity		
Yes <input type="checkbox"/> No <input type="checkbox"/>	Construction Activity		

\$ _____	Bank Loan
\$ _____	Client Funds
\$ _____	General Rev. – DPL Lot
\$ _____	TOTAL Other Funding Source

APPLICATION CERTIFICATION

The applicant certifies that all the information in this application, and all information furnished in support of this application, is given for the purpose of obtaining housing assistance and is true and complete to the best of the applicant's knowledge and belief. Verification may be obtained from any source supplied by the applicant in support of this application for housing assistance.

PENALTY FOR FALSE OR FRAUDULENT STATEMENT, U.S.C., TITLE 18, SEC 1001 PROVIDES:

“Whoever, in any matter within the jurisdiction of any department or agency of the United States knowingly and willingly falsifies, conceals or covers up by any trick, scheme, or device a material fact, or makes any false, fictitious or fraudulent 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 (5) years, or both.”

SIGNATURE - _____ DATE _____ SIGNATURE - _____ DATE _____

CITY OF GAINESVILLE HOUSING DIVISION – H.I.P. PROGRAM

Station 10B P.O. Box 490 Gainesville, FL 32602-0490
(352) 334-5026 - Fax (352) 334-2272

**RESIDENT PROGRAM CERTIFICATION
Homeownership Incentive Program**

 **DRAFT**

Effective Date: _____ Allocation Year: _____

A. Recipient Information (select one)

- a. _____ Current homeowner
- b. _____ Homebuyer: _____ Existing Dwelling _____ Newly Constructed Dwelling

B. Subsidy Use (check all that apply)

<input type="checkbox"/>	Down Payment Assistance	<input type="checkbox"/>	Principal Buy Down
<input type="checkbox"/>	Closing Costs	<input type="checkbox"/>	Rehabilitation
<input type="checkbox"/>	Interest Subsidy	<input type="checkbox"/>	Emergency Repair
<input type="checkbox"/>	Loan Guarantee	<input type="checkbox"/>	Other – Roof & Flex

C. Household Information

Member	Names - All Household Members	Relationship Applicant	Age
1			
2			
3			
4			
5			
6			
7			

D. Property Address: _____

E. Recipient Statement: The information on this form is to be used to determine eligibility for assistance. I/we certify that the statements are true and complete to the best of my/our knowledge and belief and are given under penalty of perjury.

WARNING: Florida Statute 817 provides that willful false statements or misrepresentation concerning income and assets or liabilities relating to financial condition is a misdemeanor of the first degree and is punishable by fines and imprisonment provided under S 775.082 or 775.83.

Signature –

Date –

Signature –

Date -

Signature of the SHIP Administrator or Designated Representative:

(Signature) _____ Date _____

Name _____

Title _____

Household Data (to be completed by Administrator or designee)

Number of Persons									
By Race / Ethnicity						By Age			
White	Black	Hispanic	Asian	American Indian	Other	0 - 25	26 - 40	41 - 61	62 +
	2								2

Special Target / Special Needs (Check all that apply)				
Farmworker	Developmentally Disabled	Homeless	Elderly	Other
			2	

NOTE: Information concerning the race or ethnicity of the occupants is being gathered for statistical use only. No occupant is required to give such information unless he or she desires to do so, and refusal to give such information will not affect any right he or she has as an occupant.

 **DRAFT**

CITY OF GAINESVILLE

AUTHORIZATION TO VERIFY/RELEASE INFORMATION

The undersigned hereby authorized the City of Gainesville/Alachua County, to obtain verification of all INCOME, EMPLOYMENT, and DEBT INFORMATION given to the City of Gainesville/Alachua County. I/We further authorize the City of Gainesville/Alachua County to verify my/our credit standing by requesting credit reports from credit reporting agencies.

The undersigned authorizes the mortgagee to release payment history information to the City of Gainesville and Alachua County for the term of the mortgage.

Photocopies of this letter may be made to facilitate multiple inquires. In the event you do receive a photocopy of this letter, it should be treated as an original and the requested information be released to the City of Gainesville/Alachua County.

1. _____
Applicant's Signature Date Print Name – D'Marquis E. Vreen

Social Security Number: _____ Date of Birth: ___/___/___

Address: _____

2. _____
Co-Applicant's Signature Date Print Name

Social Security Number: _____ Date of Birth: ___/___/___

Address: _____

(OFFICE USE ONLY)

Credit History Requested by: _____

Date Requested: ___/___/___ Credit History Generated by: _____

Date Generated: ___/___/___

INSURANCE LETTER

 **DRAFT**

Date:

Name of Insurance Company

Attn: Contact Person.

Address

City, State Zip

RE: Policy Number:

Applicant Name

Property Address

City, State Zip

Dear Sir:

Please add the City of Gainesville (City) as an additional insured on my referenced homeowner's policy and send a Certification of Insurance to:

City of Gainesville
Housing Division
P.O. Box 490; Station 10-B
Gainesville, FL 32602-0490

The City has provided financing for the purchase of my home and I have granted a mortgage to them as security.

Thank you for your assistance in this matter.

Sincerely,

Applicant Name

Average Purchase Price Limits

City or County MSA	90% Average New Home	90% Average Existing Home	Expires
Daytona Beach MSA	\$ 121,708.00	\$ 99,308.00	June 30, 2002
Flagler County			
Volusia County			
Fort Lauderdale MSA	\$ 207,062.00	\$ 134,705.00	June 30, 2002
Broward County			
Fort Myers - Cape Coral MSA	\$ 191,547.00	\$ 139,264.00	June 30, 2002
Lee County			
Fort Pierce - Port St. Lucie MSA	\$ 146,757.00	\$ 119,420.00	June 30, 2002
Martin County			June 30, 2002
St. Lucie County			
Fort Walton Beach MSA	\$ 173,264.00	\$ 129,019.00	June 30, 2002
Okaloosa County			
*Gainesville MSA	\$ 115,990.00	\$ 98,681.00	June 30, 2002
Alachua County			
Jacksonville MSA	\$ 148,793.00	\$ 127,754.00	June 30, 2002
Clay County			
Duval County			
Nassau County			
St. Johns County			
Lakeland - Winter Haven MSA	\$ 115,929.00	\$ 83,043.00	June 30, 2002
Polk County			
Melbourne - Titusville - Palm Bay MSA	\$ 113,715.00	\$ 97,034.00	June 30, 2002
Brevard County			



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