RURAL NEVADA DEVELOPMENT CORPORATION

1320 East Aultman Street • Ely, Nevada 89301
Phone (775) 289-8519 • Toll Free (866) 404-5204
Fax (775) 289-8214 • www.rndcnv.org

Dear Homebuyer:

Thank you for your interest in the home buyer's **Down Payment Assistance** (DPA) Programs administered by Rural Nevada Development Corporation (RNDC). **RNDC** is very excited about these programs, and we have had great success with it in the past. We feel that this program offers a great way for families to become homeowners.

Please complete the application in its entirety. **In addition, please provide copies of the following supporting documents:**

- Birth Certificates for **all** individuals living within your household.
- Social Security Cards for **all** individuals living within your household.
- A legible copy of applicant's Driver's License.
- Four (4) months most recent pay stubs, current annual benefit statement or other income for **all** individuals within your household over the age of 18. **(If someone in the household does not have any income, please provide short written statement of who and why).**
- Two (2) years income tax return and all applicable schedules. **(Or a signed statement saying why you are not required to file).**
- Proof of residency in Nevada or your county for six (6) months.
- Print out of all bank statements covering the last three (3) months.
- Lender pre-qualification letter. **Your application will not be processed without this letter**.
- Copy of credit report for all borrowers (can come from your lender)
- Proof of a minimum of $1,000 earnest money (to be sent with offer and acceptance letter)

Your completed application, along with the above listed supporting documents, can be sent to 1320 E. Aultman Street, Ely, NV 89301. **If faxing, please fax to (775) 289-8214.**

I encourage you to call 775.289.8519, with any questions.

Thank you,

Angel Miller
Administrative Clerk
angel@rndcnv.org

NOTICE

REAL ESTATE AGENTS
LENDING INSTITUTIONS
DPA CLIENTS

Rural Nevada Development Corporation would like to take this opportunity to explain to you how our Down Payment Assistance (DPA) Program works.

We take applications on an ongoing basis. If funds are not available, eligible applicants will be put on a waiting list in the order they are pre-qualified for the program.

Funds are available on a first come, first serve basis.

Applicants for DPA must meet our program guidelines for the specific area in which the applicant resides to be **pre-qualified.** (Pre-qualification does not guarantee funds)

We require applicants be pre-qualified with a lending institution before the application is processed. RNDC can provide names and numbers of lenders they have worked with in the past. It is the applicant's obligation to confirm with the lender that they are able to incorporate funds from this program.

Applicants are required to find their own home, make an offer, and have the financing available prior to any release of DPA funds from RNDC.

Funds **cannot** be requested until RNDC has confirmation of the mortgage loan, good faith estimate, appraisal, preliminary title report, offer and acceptance and an inspection of the property. Please be aware of this, so the duration of the offer and escrow can be timed accordingly. Homes before 1978 will require a lead paint evaluation. Please be aware of this so that the expected closing can be timed accordingly.

Once confirmation of the above stated items is completed the applicant is then **approved** to receive DPA. Funds are requested immediately after approval is awarded. Funds are sent to the title company.

The time frame to receive the funds is from the date of approval, not the date of the application or offer and acceptance by the DPA recipient. The Housing Assistant can provide you with more information regarding the date funds will be disbursed.

We hope that this will benefit you in choosing a date for the close of escrow in regard to DPA.

TERMS AND CONDITIONS
DOWN PAYMENT ASSISTANCE PROGRAM

PURPOSE:
The Down Payment Assistance (DPA), deferred loan program will be used for down payment and eligible closing costs to assist low to moderate income buyers with the purchase of residential properties that meet HUD Housing Quality Standards (HQS).

DESCRIPTION:
1. The maximum deferred loan amount under the DPA Program is up to $20,000.
2. The loan will be secured by an interest free loan agreement executed by the applicant and Rural Nevada Development Corporation (RNDC), and secured by a Deed of Trust, Agreement, and Promissory Note, to the benefit of the State of Nevada Housing Division.
3. The deferred loan will bear no interest.
4. The deferred loan will be forgiven after 5 years, if the home remains the primary residence of the applicant. If the home is sold prior to the determined time frame, the amount provided for DPA will be due in full.
5. Applicants must carry Hazard Insurance to adequately cover all existing loans or mortgages on the property, including the deferred loan, for the duration of the loan.
6. Applicant acknowledges that the approval of the DPA Program is contingent upon the applicant applying and receiving approval for a financial lending institution's mortgage loan.
7. Applicant acknowledges that the following will apply:
    a. Deed of Trust Provisions

        The DPA Program requires that units assisted with HUD HOME remain affordable low to moderate income purchasers for the stated term of compliance or until the unit is sold and the subsidy is recaptured.

        In order to ensure compliance with this restriction over the term, a list of at least five deed restrictions will be incorporated into each project's Deed of Trust and Written Agreement.

        The deed restrictions are as follows:

            1. The State reserves the right of first refusal.
            2. The terms of compliance are effective until the transfer of property.
            3. The property must be used as the purchaser's primary residence.
            4. No subleases are allowed.
            5. HOME funds must be recaptured upon sale of the property if sold before the period of affordability (5 years) has passed.

        In the event of foreclosure, all deed restrictions may be canceled.

    b. The recaptured funds will be utilized to assist another low-income home buyer to purchase a home and occupy it as a primary residence.

        If net proceeds, (sales price minus loan repayment and closing costs), are insufficient to recapture the full investment, the State may allow the amount that must be recaptured to be reduced based on the period of time the homeowner has resided at the property.

BORROWER'S AGREEMENT

The applicant agrees that the principal amount of the deferred loan shall become immediately due and payable:

1. If at any time the home is used other than the applicant's primary housing unit, including, but not limited to, the applicant selling, renting, abandoning, donating, or giving the housing unit to another.
2. Upon substantial destruction of the improvements on said property.
3. Upon the applicant's death, unless there are two or more applicants; then loan repayment shall be upon the death of the last surviving applicant.
4. Upon the divorce of the applicants, unless one of the applicants is entitled by the decree of divorce to continue residing in the primary unit.

INSPECTION OF THE HOUSING PROPERTIES:

The Federal Department of Housing and Urban Development (HUD) and/or RNDC shall have the right to inspect all housing properties that will be financed with the DPA Program funds. RNDC will inform the applicant of any non-compliance with the Housing Quality Standards required by HUD.

INTEREST OF CERTAIN FEDERAL AND OTHER OFFICIALS:

The applicant agrees that no member of, or delegate to, the Congress of the United States, County Official, staff, employee, or member of RNDC, who exercises any function or has any responsibility with the carrying out of the DPA Program to which the contract pertains, shall have any private interest in the contract, for a period of one year from the date of the transaction.

BONUS, COMMISSION, OR FEE:

The applicant will not pay any bonus, commission, or fee for the purpose of obtaining approval of his/her application for a deferred payment loan to any RNDC employee.

CANCELLATION AND ACCELERATION OF AMOUNTS DUE:

At its option, the State reserves the right to cancel and terminate this loan if approved by sending written notice of cancellation to the applicant at his/her mailing address, as set forth in the application if, for a period of 30 days from the date of execution of the agreement, the borrower shall have failed to occupy the housing property, the failure to exercise this right shall not be deemed a waiver thereof.

APPLICANT ACKNOWLEDGMENT:

I HEREBY acknowledge receipt of, read and understood the Terms and Conditions for the Down Payment Assistance Deferred Loan Program and I hereby agree to be bound by these Terms and Conditions if I receive a DPA Loan.

_____	_____
Printed Name	Printed Name
_____	_____
Signature	Signature
_____	_____
Date	Date

_____

Mailing Address and Phone Number

DOWN PAYMENT ASSISTANCE
DEFERRED LOAN PROGRAM APPLICATION

Applicant Name (Last, First, MI)

Co-Applicant Name (Last, First, MI)

Current Physical Address

Mailing Address

Phone Number	Size of Household	U.S. Citizen
		Yes **No**

HOUSEHOLD INFORMATION

List all people who are in your household,
Including yourself and your spouse/co-applicant

Full Name	Birth Date	Age	Social Security Number	Disabled

BANKING INFORMATION

Name of Institution	Address	Account Number	Balance

EMPLOYMENT

APPLICANT

Company Name	Phone Number
Mailing Address	Gross Monthly Income

CO-APPLICANT

Company Name	Phone Number
Mailing Address	Gross Monthly Income

OTHER INCOME

List all other income (child support, disability, social security, pensions, ect…)

Type	Gross Monthly Amount

ASSET INFORMATION

List all assets with current cash value (stocks, bonds, IRAs, 401(k)s, ect…)

Type	Current Value

I/We fully understand that it is a federal crime punishable by fine or imprisonment, or both, to knowingly make any false statements when applying for this assistance under the provision of Title 18, United States Code, Section 1014.

_____ _____

Applicant Signature Date

_____ _____

Co-Applicant Signature Date

Demographic information listed herein is for monitoring purposes only and is requested by the Federal Government. Information provided will not have any effect on eligibility or amount of assistance provided. See Privacy Act Notice at end of application.

Rural Nevada Development Corporation
1320 E. Aultman Street Ely, NV 89301

REQUEST FOR VERIFICATION OF EMPLOYMENT

PART 1 - REQUEST

APPLICANTS: PLEASE COMPLETE ONLY SECTIONS 1, 6, AND 7

1. TO: (Employers Name & Mailing Address)	**2. FROM:** Rural Nevada Development Corp. 1320 E. Aultman Street Ely, NV 89301

3. I certifiy that this verification has been sent directly to the employer and has not passed through the hands of the applicant or any other interested party. _____ **Signature of RNDC Representative**	**4. TITLE:** Housing Programs Admin Assistant	**5. DATE:**

6. NAME AND ADDRESS OF APPLICANT:	**7. SOCIAL SECURITY NUMBER:** _____ **SIGNATURE:** _____ I have applied for a mortgage loan or a rehabilitation loan and stated that I am employed by you. My signature above authorizes verification of my employment.

PART 2 - VERIFICATION OF PRESENT EMPLOYMENT / INCOME

PART 2 & 3 TO BE COMPLETED BY EMPLOYER ONLY

EMPLOYMENT INFORMATION	**PAY DATA**		
DATE OF EMPLOYMENT	**CURRENT BASE PAY**		**MILITARY PERSONNEL**
	$ _____		Base Pay _____
PRESENT POSITION	____ Annual ____ Monthly ____ Hourly		Rations _____
	____ Weekly ____ Other (specify):		Flight / Hazard _____
PROBILITY OF CONTINUED EMPLOYMENT	_____		Clothing _____
	Year to Date Earnings	**Past Year Earnings**	Overseas or Combat _____
IS CONTINUANCE LIKELY FOR:	Base Pay _____	Base Pay _____	Pro Pay _____
OVER TIME _____ Yes _____ No	Overtime _____	Overtime _____	Other (specify) _____
	Commission	Commission	
BONUS _____ Yes _____ No	Tips _____	Tips _____	
	Bonus _____	Bonus _____	
NUMBER OF HOURS WORKED PER WEEK:	**ANTICPATED INCREASE OR DECREASE IN NEXT 12 MONTHS:**		**ANTICPATED OVERTIME IN NEXT 12 MONTHS:**

PART 3 - EMPLOYER INFORMATION

Federal statutes provide civil and criminal penalties for any person who knowingly makes false or fradulent statements or representations to a government agency or officers with the intention of influencing any action by such agency or officer.

PRINTED NAME:	**TITLE:**	**PHONE NUMBER:**
SIGNATURE:	**DATE:**	**FAX NUMBER:**

SEE PRIVACY ACT NOTICE AT END OF APPLICATION

Rural Nevada Development Corporation
1320 E. Aultman Street Ely, NV 89301

REQUEST FOR VERIFICATION OF EMPLOYMENT

PART 1 - REQUEST

APPLICANTS: PLEASE COMPLETE ONLY SECTIONS 1, 6, AND 7

1. TO: **(Employers Name & Mailing Address)**	**2. FROM:** Rural Nevada Development Corp. 1320 E. Aultman Street Ely, NV 89301

3. I certifiy that this verification has been sent directly to the employer and has not passed through the hands of the applicant or any other interested party. _____ **Signature of RNDC Representative**	**4. TITLE:** Housing Programs Admin Assistant	**5. DATE:**

6. NAME AND ADDRESS OF APPLICANT:	**7. SOCIAL SECURITY NUMBER:** _____ **SIGNATURE:** _____ I have applied for a mortgage loan or a rehabilitation loan and stated that I am employed by you. My signature above authorizes verification of my employment.

PART 2 - VERIFICATION OF PRESENT EMPLOYMENT / INCOME

PART 2 & 3 TO BE COMPLETED BY EMPLOYER ONLY

EMPLOYMENT INFORMATION	**PAY DATA**		
DATE OF EMPLOYMENT	**CURRENT BASE PAY**		**MILITARY PERSONNEL**
	$ _____ ____ Annual ____ Monthly ____ Hourly ____ Weekly ____ Other (specify): _____		Base Pay _____ Rations _____ Flight / Hazard _____ Clothing _____ Overseas or Combat _____
PRESENT POSITION			
PROBILITY OF CONTINUED EMPLOYMENT			
	Year to Date Earnings	**Past Year Earnings**	
IS CONTINUANCE LIKELY FOR: OVER TIME _____ Yes _____ No BONUS _____ Yes _____ No	Base Pay _____ Overtime _____ Commission Tips _____ Bonus _____	Base Pay _____ Overtime _____ Commission Tips _____ Bonus _____	Pro Pay _____ Other (specify) _____
NUMBER OF HOURS WORKED PER WEEK:	**ANTICPATED INCREASE OR DECREASE IN NEXT 12 MONTHS:**		**ANTICPATED OVERTIME IN NEXT 12 MONTHS:**

PART 3 - EMPLOYER INFORMATION

Federal statutes provide civil and criminal penalties for any person who knowingly makes false or fradulent statements or representations to a government agency or officers with the intention of influencing any action by such agency or officer.

PRINTED NAME:	**TITLE:**	**PHONE NUMBER:**
SIGNATURE:	**DATE:**	**FAX NUMBER:**

SEE PRIVACY ACT NOTICE AT END OF APPLICATION

AUTHORIZATION TO RELEASE INFORMATION

I have applied for or obtained a loan or grant from Rural Nevada Development Corporation (RNDC). As part of the process, RNDC may verify information contained in my request for assistance and in other documents required in connection with the request.
I authorize you to provide to RNDC for verification purposes the following applicable information:

- Past and present employment or income records.
- Bank account, stock holdings, and any other asset balances.
- Past and present landlord references.
- Other consumer credit references.

If the request is for a new loan or grant, I further authorize RNDC to order a credit report and verify other credit information.

I understand that under the Right to Financial Privacy Act of 1978, 12 U.S.C. 3401, et seq., RNDC is authorized to access my financial records held by financial institutions in connection with the consideration or administration of assistance to me. I also understand that financial records involving my loan and loan application will be available to RNDC without further notice or authorization but will not be disclosed or released by RNDC to another Government agency or department or used for another purpose without my consent except as required or permitted by law.

The information RNDC obtains is only to be used in the processing of my request for assistance.
A copy of this authorization may be accepted as an original.

_____ _____
SIGNATURE DATE

_____ _____
SIGNATURE DATE

APPLICANT DEMOGRAPHIC PROFILE

CURRENT PROPERTY ADDRESS:

_____

NAME OF HEAD OF HOUSEHOLD: _____

Last First M.I.

Number of persons in household: _____ **Sex of Head of Household:** Male Female (circle one)

Household Demographic: _____ **Head of Household Disabled:** Yes No (circle one)

1 = Single/Non Elderly
2 = Elderly
3 = Related/Single Parent
4 = Related/Two Parent
5 = Other Specify: _____

Ethnic Categories	**Select One**
Hispanic or Latino	
Not Hispanic or Latino	
Racial Categories	**One or More**
American Indian or Alaska Native	
Asian	
Black or African American	
Native Hawaiian or Other Pacific Islander	
White	

There is no penalty for persons who do not complete this form.

OCCUPANCY CERTIFICATION

I hereby certify that I intend to occupy the property aforementioned in the documents pertaining to the Rural Nevada Development Corporation's Down Payment Assistance Program.

I have read the above statement and have indicated my occupancy by affixing my signature on this certification below:

_____ _____

APPLICANT SIGNATURE DATE

_____ _____

APPLICANT SIGNATURE DATE

WARNING: It is a federal crime punishable by fine or imprisonment or both, to knowingly make any false statements when applying for this loan, as applicable under the provision of Title 18, United States Code, Section1014.

PROPERTY AND PURCHASE INFORMATION

PLEASE PROVIDE THIS FORM WHEN ALL INFORMATION BELOW IS AVAILABLE

Address of property being purchased

Purchase Price	Number of Bedrooms

Mortgage Company & Address	Contact Person	Phone Number

Real Estate Company & Address	Contact Person	Phone Number

Escrow Company & Address	Contact Person	Phone Number

How did you find out about our Down Payment Assistance Program?
(Please check all that apply)

- o RNDC Website
- o Down Payment Assistance Resource Website
- o Lender referral
- o Realtor referral
- o Friend or family referral
- o Other_____

Are you planning to use any other Down Payment Assistance programs in addition to RNDC's program? If yes, please list the name of the program.

- o Yes_____
- o No

NOTICE TO APPLICANT REGARDING PRIVACY ACT INFORMATION

Disclosure of information requested is voluntary. However, failure to disclose certain items of information requested, including your Social Security Number or Federal Identification Number, may result in a delay in the processing of an application or its rejection. Information provided may be used outside of the agency for the following purposes:

1. When a record on its face, or in conjunction with other records, indicates a violation or potential violation of law, whether civil, criminal or regulatory in nature, and whether arising by general statute or particular program statute, or by regulation, rule, or order issued pursuant thereto, disclosure may be made to the appropriate agency, whether Federal, foreign, state, local, or tribal, or other public authority responsible for enforcing, investigating or prosecuting such violation or charged with enforcing or implementing the statute, or rule, regulation, or order issued pursuant thereto, if the information disclosed is relevant to any enforcement, regulatory, investigative, or prosecutive responsibility of the receiving entity.
2. A record from this system of records may be disclosed to a Member of Congress or to a Congressional staff member is response to an inquiry of the Congressional office made at the written request of the constituent about whom the record is maintained.
3. Disclosures may be made of names, home addresses, social security numbers, and financial information to business firms in a trade area that by chattel or crops or sell them for commission. This is in order that the agency may benefit from the purchaser notification provisions of section 1324 of the Food Security Act of 1985 (7 U.S.C. 163(c)). The Act requires that potential purchasers of farm commodities must be advised ahead of time that a lien exists in order for the creditor to perfect its lien against such purchases.
4. Disclosures may be made from this system to consumer reporting agencies as defined in the Fair Credit Reporting Act (15 U.S.C. 1681a(f)) or the Federal Claims Collection Act (31 U.S.C. 3701(a)(3)).
5. Disclosure of the name, home address, and information concerning default on loan repayment when the default involves a security interest in tribal allotted or trust land. Pursuant to 41 U.S.C. 1479(d), liquidation may be pursued only after offering to transfer the account to an eligible tribal member, the tribe, or the Indian Housing Authority serving the tribe(s).
6. Referral of names, home addresses, social security numbers, and financial information to a collection or servicing contractor, financial institution, or a local, State, or Federal agency, when the agency determines such referral is appropriate for servicing or collecting the borrower's account or has provided for in contracts with servicing or collection agencies.
7. It shall be a routine use of the records in this system of records to disclose them in a proceeding before a court or adjudicative body, when: (a) the agency or any component thereof; or (b) any employee of the agency in his or her official capacity; or (c) any employee of the agency in his or her individual capacity where the agency has agreed to represent the employee; or (d) the United States is a party to litigation or has an interest in such litigation, and by careful review, the agency determines that he records are both relevant and necessary to the litigation, provided,; however, that in each case, the agency determines that disclosure of the records is a use of the information contained in the records that is compatible with the purpose for which the agency collected the records.
8. Referral of name, home address, and financial information for selected borrowers to financial consultants, advisors, lending institutions, packagers, agents and private or commercial credit sources, when the agency determines such referral is appropriate to encourage the borrower to refinance their RNDC indebtedness as required by title V of the Housing Act of 1949, as amended (42 U.S.C. 1471).
9. Referral of legally enforceable debts to the Department of the Treasury, Internal Revenue Service (IRS), to be offset against any tax refund that may become due the debtor for the tax year in which the referral is made, in accordance with the IRS regulations and under the authority contained in 31 U.S.C. 3720A.
10. Referral of information regarding indebtedness to the Defense Manpower Data Center, Department of Defense, and the United States Postal Service for the purpose of conducting computer matching programs to identify and locate individuals receiving Federal salary or benefit payments and who are delinquent in their repayment of debts owed to the U.S. Government under certain programs administered by the agency in order to collect debt under the provisions of the Debt Collection Act of 1982 (5 U.S.C. 5514) by voluntary repayment, administrative or salary offset procedures, or by collection agencies.
11. Referral of names, home addresses, and financial information to lending institutions when the agency determines the individual may be financially capable of qualifying for credit with or without a guarantee.
12. Disclosure of names, home addresses, social security numbers, and financial information to lending institutions that have alien against the same property as the agency for the purpose of the collection of the debt by the agency or the other lender. These loans can be under the direct and guaranteed loan programs.

13. Referral to private attorneys under contract with either the agency or with the Department of Justice for the purpose of foreclosure and possession actions and collection of past due accounts, in connection with the agency.

14. It shall be a routine use of the records in this system of records to disclose them to the Department of Justice when: (a) The agency or any component thereof; or (b) any employee of the agency in his or her official capacity where the Department of Justice has agreed to represent the employee; or (c) the United States Government, is a party to litigation or has an interest in such litigation, and by careful review, the agency determines that the records are both relevant and necessary to the litigation and the use of such records by the Department of Justice is therefore deemed by the agency to be for a purpose that is compatible with the purpose for which the agency collected the records.

15. Referral of names, home addresses, social security numbers, and financial information to the Department of Housing and Urban Development (HUD) as a record of location utilized by Federal agencies for an automatic credit prescreening system.

16. Referral of names, home addresses, social security numbers and financial information to the Department of Labor, state wage information collection agencies, and other Federal, state and local agencies, as well as those responsible for verifying information furnished to qualify for Federal benefits, to conduct wage and benefit matching through manual or automated means, for the purpose of determining compliance with Federal regulations and appropriate servicing actions against those not entitled to program benefits, including possible recovery of improper benefits.
17. Referral of names, home addresses, and financial information to financial consultants, advisors, or underwriters, when the agency determines such referral is appropriate for developing packaging and marketing strategies involving the sale of agency loan assets