

**HOME LOAN PLUS PROGRAM
GRANT RECIPIENT / HOMEBUYER AGREEMENT**

I/we, _____, have read and understand the following conditions and program requirements that apply to my/our participation in the Home Investment Partnerships (HOME) Homebuyer Assistance Grant Program:

1. HOME grant funds in the amount of **\$ 14,999** will be reserved to the extent they are available for a HOME down payment assistance grant to subsidize the purchase of my/our home.
2. The minimum period of affordability for a HOME assisted property is a restriction established by HUD based upon the total amount of HOME grant funds invested. The period of affordability for this purchase will be **5** years from the date of closing. This period is enforced by a Deed Restriction executed at loan closing. A Deed Restriction is a document signed at closing to assure compliance with the period of affordability.
3. The home must be maintained as the primary residence throughout the period of affordability.
4. A pro-rata amount of HOME grant received at the initial purchase of the house will be due to Mississippi Development Authority if there is a sale, foreclosure or cash-out refinance during the period of affordability.
5. Participation in this program requires the completion of Homeownership Training/Counseling. Completion is documented by a certificate of completion. The homebuyer will not be charged for this education/training.
6. HOME assisted properties are required to meet local housing codes. In the absence of local housing codes the home must meet HUD's Section 8 Housing Quality Standards (HQS). When FHA, Rural Development, and VA financing are involved, housing meeting HUD's Minimum Property Standards (MPS) will be acceptable.
7. HOME grant funds cannot be used to pay liens, judgments or debt collections.
8. All properties built prior to 1978 must pass a visual lead-safe inspection.
9. There cannot be any unfair advantage or undue benefit to the homebuyer or others associated with the sale/purchase of the home that would create a conflict of interest.
10. If applicable, local units of government contract with project administrators to carry out certain activities. The duties of a project administrator include, but are not limited to, assisting the homebuyer with the loan application process, assisting in the negotiating process in the purchase of a home, educating the homeowner on homeownership, and preparing the homeowner for loan closing.

11. At the time a mortgage loan application is completed, a Good Faith Estimate (GFE) will be provided to the loan applicant, fully disclosing an estimated amount of fees to be charged to the homebuyer at loan closing. Examples of customary fees include, but are not limited to, realtor commission fee, appraisal fee, survey fee, flood certificate fee, termite inspection fee, loan origination fee, loan discount points, underwriting fee, document preparation fee, recording fees, courier fees, tax service fee, attorney fees, title insurance, mortgage insurance premium, and the customary prepaid items like insurance, interest, and taxes.
12. If there are fees charged at closing that are not fully disclosed on the GFE, the homebuyer has the right to question the fee and consult the project administrator or Mississippi Development Authority, Grants Management Bureau at 601-359-3179.
13. Earnest money may be paid by the homebuyer at the time a sales contract is signed. At loan closing, the amount deposited as earnest money may be used to reduce the principal amount of the loan, or, if all down payment requirements have been otherwise met, may be returned to the homebuyer. (Exception: If NSP and HOME funds are combined, earnest money must be used to reduce the principal amount of the loan).
14. A non-refundable credit report fee will be collected from the homebuyer at the time a mortgage loan application is submitted.

I/We have read and understand the contents of this agreement.

Homebuyer(s): _____ Date: _____
 _____ Date: _____

As the Participating Lender, all items have been discussed with the above homebuyer(s) and all questions have been answered.

Participating Lender _____ Date: _____

As the grant recipient, all items have been discussed with the above homebuyer(s) and all questions have been answered.

Grant Recipient: _____ Date: _____

Copies of this agreement are to be submitted to and retained by each party as signed above.