

## **CITY OF ROCKY MOUNT "DPA" PROGRAM DOCUMENT CHECKLIST:**

**All of the following are required documents for a fully, completed application:**

**Please Note: The DPA Application cannot be submitted for approval without every required document listed below attached. If anything is missing, it will be rejected and returned.**

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- Completed "Application For Down Payment Assistance (with all Exhibits) in all its entirety
- Pre-Approval letter from Lender
- HUD income limits (by household size) met is evident
- A first-time homebuyer status is evident
- Fully executed Purchase Contract (with property address in City Limits, Nash or Edgecombe County)
- HUD-Certified Homebuyer's Education Certified Completion Certificate
- Home must be in the City Limits of Rocky Mount (Nash or Edgecombe County)
- Home must be the buyer's primary residence.
- Home must be a single-family residence (1-4-unit(s) dwelling)
- If home was built before 1978, it must have a "LBP Inspection complete with Assessment Report."
- Home must be inspected by a HUD-Certified Inspector; must have Inspection Report
- Copy of Photo ID
- Copy of Social Security Card
- Two years (2) tax returns (all income, Social Security Statement, etc.)
- Two (2) months check stubs
- Three (3) Months of Bank Statements
- Loan Estimate
- Property Appraisal
- Underwriter's Worksheet
- First Mortgage Commitment Letter
- Title Search
- Proof of Insurance (quotes, etc.) Must close with homeowner insurance coverage and be fully maintained.
- Must close with flood insurance coverage if in a flood zone and be fully maintained.
- Closing Disclosure Draft (\*\*\*\*must provide a copy of the Original/Final after closing)
- An estimated Closing Date

## **POST-CLOSING CHECKLIST REQUIRED DOCUMENTS:**

- **Final Closing Disclosure**
- **City of Rocky Mount Promissory Note**
- **1<sup>st</sup> Mortgage Deed of Trust**
- **Homeowner's Insurance**
- **Flood Insurance (if applicable)**
- **Title Insurance that shows the City of Rocky Mount as 2<sup>nd</sup> (or 3<sup>rd</sup>) lien holder.**
  - The Title Insurance should be sufficient to cover the Mortgage (1<sup>st</sup>, 2<sup>nd</sup>, and/or 3<sup>rd</sup>).

**EXHIBIT "D"**

**APPLICATION FOR DOWN PAYMENT ASSISTANCE**

**City of Rocky Mount Down Payment Assistance Program**

**Application**

**Name:** \_\_\_\_\_

**Address:** \_\_\_\_\_

**Phone Number:** \_\_\_\_\_

**Email:** \_\_\_\_\_

**Application is for: (Please Check)**

- Down Payment Assistance (CDBG/HOME Funds)**
- Down Payment Assistance (General Funds)**

**Status of Application with \_\_\_\_\_(Subrecipient): (Please Check)**

- Approved**
- Pending**
- Denied**

**Do you agree to the Grant Terms for usage of federal and General Funds? (Please check)**

- YES**
- NO**

**Guidelines include:**

- 2<sup>nd</sup> or 3<sup>rd</sup> Mortgage Deferred Loan for 5/10/15-Year Period of Affordability**
- Maintain Homeowners Insurance**
- Flood insurance (if applicable)**
- Down payment cannot exceed \$50,000**

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**Applicant Signature**

**Date**

**EXHIBIT "E"**

**REPAYMENT SCHEDULE & RECAPTURE CLAUSE ADDENDUM**

For the **City of Rocky Mount \_\_\_\_ Mortgage** provided by the Subrecipient through City of Rocky Mount, Community Development Block Grant, HOME Investment Partnerships Program, General Funds, and General Fund Balance – American Rescue Plan to prospective homeowners.

The Closing Attorney should provide a breakdown for the Second 5/10/15-Year Mortgage in the amount of \_\_\_\_\_. **The re-payment period is scheduled as shown below for 5-**

**years:**

<u>Sale of Transfer Period</u>	<u>Repayment Required</u>
1 <sup>st</sup> Year of Ownership	100%
2 <sup>nd</sup> Year of Ownership	80%
3 <sup>rd</sup> Year of Ownership	60%
4 <sup>th</sup> Year of Ownership	40%
5 <sup>th</sup> Year of Ownership	20%
6 <sup>th</sup> Year of Ownership	0%- No Longer Applicable

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Prospective Homebuyer Signature

Date

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Subrecipient Representative

Date

\*The City of Rocky Mount will be required to be placed as 2<sup>nd</sup> Mortgage Lien unless North Carolina Housing Finance is 2<sup>nd</sup>, then The City of Rocky Mount will agree to be placed as 3<sup>rd</sup> Lien.

**EXHIBIT "E"**

**REPAYMENT SCHEDULE & RECAPTURE CLAUSE ADDENDUM**

For the **City of Rocky Mount \_\_\_\_ Mortgage** provided by the Subrecipient through City of Rocky Mount, Community Development Block Grant, HOME Investment Partnerships Program, General Funds, and General Fund Balance – American Rescue Plan to prospective homeowners.

The Closing Attorney should provide a breakdown for the Second 5/10/15-Year Mortgage in the amount of \_\_\_\_\_. **The re-payment period is scheduled as shown below for 10-**

**years:**

<u>Sale of Transfer Period</u>	<u>Repayment Required</u>
1 <sup>st</sup> Year of Ownership	100%
2 <sup>nd</sup> Year of Ownership	90%
3 <sup>rd</sup> Year of Ownership	80%
4 <sup>th</sup> Year of Ownership	70%
5 <sup>th</sup> Year of Ownership	60%
6 <sup>th</sup> Year of Ownership	50%
7 <sup>th</sup> Year of Ownership	40%
8 <sup>th</sup> Year of Ownership	30%
9 <sup>th</sup> Year of Ownership	20%
10 <sup>th</sup> Year of Ownership	10%
11 <sup>th</sup> Year of Ownership	0%- No Longer Applicable

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Prospective Homebuyer Signature \_\_\_\_\_ Date \_\_\_\_\_

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Subrecipient Representative \_\_\_\_\_ Date \_\_\_\_\_

\*The City of Rocky Mount will be required to be placed as 2<sup>nd</sup> Mortgage Lien unless North Carolina Housing Finance is 2<sup>nd</sup>, then The City of Rocky Mount will agree to be placed as 3<sup>rd</sup> Lien.

**EXHIBIT "E"**

**REPAYMENT SCHEDULE & RECAPTURE CLAUSE ADDENDUM**

For the **City of Rocky Mount** \_\_\_\_ **Mortgage** provided by the Subrecipient through City of Rocky Mount, Community Development Block Grant, HOME Investment Partnerships Program, General Funds, and General Fund Balance – American Rescue Plan to prospective homeowners.

The Closing Attorney should provide a breakdown for the Second 5/10/15-Year Mortgage in the amount of \_\_\_\_\_. **The re-payment period is scheduled as shown below for 15-**

**years:**

<u>Sale of Transfer Period</u>	<u>Repayment Required</u>
1 <sup>st</sup> Year of Ownership	100%
2 <sup>nd</sup> Year of Ownership	93.33%
3 <sup>rd</sup> Year of Ownership	86.66%
4 <sup>th</sup> Year of Ownership	79.99%
5 <sup>th</sup> Year of Ownership	73.32%
6 <sup>th</sup> Year of Ownership	66.65%
7 <sup>th</sup> Year of Ownership	59.98%
8 <sup>th</sup> Year of Ownership	53.31%
9 <sup>th</sup> Year of Ownership	46.64%
10 <sup>th</sup> Year of Ownership	39.97%
11 <sup>th</sup> Year of Ownership	33.30%
12 <sup>th</sup> Year of Ownership	26.63%
13 <sup>th</sup> Year of Ownership	19.96%
14 <sup>th</sup> Year of Ownership	13.29%
15 <sup>th</sup> Year of Ownership	6.62%
16 <sup>th</sup> Year of Ownership	0%- No Longer Applicable

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Prospective Homebuyer Signature

Date

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Subrecipient Representative

Date

\*The City of Rocky Mount will be required to be placed as 2<sup>nd</sup> Mortgage Lien unless North Carolina Housing Finance is 2<sup>nd</sup>, then The City of Rocky Mount will agree to be placed as 3<sup>rd</sup> Lien.

**EXHIBIT "E" (continued)**

**RECAPTURE CLAUSE**

The City of Rocky Mount is issuing down payment assistance monies (recapture monies) in the amount of \$\_\_\_\_\_ that will be used to assist the buyer with purchasing the home for the selling price of \$\_\_\_\_\_.

The Recapture Agreement (Clause) (Addendum) for these funds will remain in effect for a Five/Ten/Fifteen-Year (5/10/15) CDBG/HOME/General Funds/General Fund Balance – American Rescue Plan Retention Period.

HOME ADDRESS: \_\_\_\_\_,  
\_\_\_\_\_

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

Buyer: \_\_\_\_\_

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

Seller: \_\_\_\_\_



**EXHIBIT "F"**

**ELIGIBILITY RELEASE**

ELIGIBILITY RELEASE	
City of Rocky Mount	
Applicant Name: _____	
Applicant Address: _____	
<p>Instructions to Applicant: Your signature on this Eligibility Release, and the signatures of each member of your household who is 18 years of age or older, authorizes the City of Rocky Mount to obtain information from a third party regarding your eligibility and continued participation in the:</p> <p style="text-align: center;">City of Rocky Mount Down Payment Assistance Program</p> <p><i>Privacy Act Notice Statement:</i> Federal program guidelines require the collection of the information listed in this form determine an applicant's eligibility for programs administered by the City of Rocky Mount which provides assistance with federal grant funds. This information will be used to establish the level of benefits for which the applicant is eligible and to verify the accuracy of the information furnished. Information received from an applicant or as a result of verifying an applicant's eligibility may be released to appropriate Federal, State, and General agencies or, when relevant, to civil, criminal, or regulatory investigators, and to prosecutors. Failure to provide any information may result in delay or rejection of your eligibility approval. The City of Rocky Mount is authorized to ask for this information under the National Affordable Housing Act of 1990.</p> <p>Each adult member of the household must sign the Eligibility Release prior to the receipt of benefits to establish continued eligibility.</p> <p>NOTE: THIS GENERAL CONSENT MAY NOT BE USED TO REQUEST A COPY OF A TAX RETURN. If a copy of a tax return is needed, IRS Form 4506, "Request for a Copy of Tax Form" must be prepared and signed separately.</p>	
Signature	Date

## EXHIBIT "G"

### APPLICABLE LAWS AND REGULATIONS

The Subrecipient shall comply with the Act specified in Section III of this Agreement, the OMB Circulars and regulations specified in the grant agreement; and with all federal, state, and General laws and regulations applicable to the activities and performances rendered by The Subrecipient under this Agreement including, but not limited to the laws and regulations promulgated thereunder specified in this Exhibit.

#### I. Nondiscrimination and Equal Opportunity

Title VI of the Civil Rights Act of 1964, as amended, (42 U.S.C. §§2000d et seq.); 24 C.F.R. Part 1, "Nondiscrimination in Federally Assisted Programs of the Department of Housing and Urban Development – Effectuation of Title VI of the Civil Rights Act of 1964"; Title VIII of the Civil Rights Act of 1968, "The Fair Housing Act of 1968" (42 U.S.C. §§3601 et seq.) and implementing regulations; Executive Order 11063, as amended by Executive Orders 12249, 12892, and 24 C.F.R. Part 107, "Nondiscrimination and Equal Opportunity in Housing under Executive Order 11063". The failure or refusal of the Contractor to comply with the requirements of Executive Order 11063 of 24 C.F.R. Part 107 shall be a proper basis for the imposition of sanctions specified in 24 C.F.R. Part 107, §60. The prohibitions against discrimination on the basis of age under the Age Discrimination Act of 1975 (42 U.S.C. §§6101 et seq.) and implementing regulations at 24 C.F.R. Part 146; The prohibitions against discrimination against otherwise qualified individuals with handicaps under §504 of the Rehabilitation Act of 1973 (29 U.S.C. §794). The affirmative action requirements of Executive Order 11246, as amended, and the regulations issued under the Order at 41 C.F.R. Chapter 60; and Executive Orders 11625, 12138, and 12432, as amended. The contractor shall make efforts to encourage the use of minority and women's business enterprise in connection with activities funded under this contract.

**EXHIBIT "H"**  
**CERTIFICATION FOR CONTRACTS, GRANTS, LOANS, AND COOPERATIVE  
AGREEMENTS**

THE UNDERSIGNED CERTIFIES TO THE BEST OF HIS OR HER KNOWLEDGE AND BELIEF THAT:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal Contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Subrecipient Sign and Date: \_\_\_\_\_