

MCC: NO.: \_\_\_\_\_

Kentucky Housing Corporation  
1231 Louisville Road  
Frankfort, KY 40601

**APPLICATION FOR REISSUANCE OF MORTGAGE CREDIT CERTIFICATE**

The undersigned (hereinafter referred to individually or collectively as "Mortgagor" hereby applies to the Kentucky Housing Corporation (the "Issuer") for the reissuance of the mortgage credit certificate previously issued by the Issuer to the Mortgagor. Mortgagor certifies as follows to the Issuer:

1. The Mortgagor's name(s) are as follows:

\_\_\_\_\_  
Full Name

\_\_\_\_\_  
Full Name

2. The Issuer issued Mortgage Credit Certificate number \_\_\_\_\_ (the "Prior Certificate" to the Mortgagor on \_\_\_\_\_).
3. On \_\_\_\_\_ (the "Refinancing Date") Mortgagor refinanced the certified mortgage indebtedness with respect to which the Prior Certificate was issued (the "Prior Mortgage") by executing and delivering a mortgage note or other closing agreement evidencing a new mortgage indebtedness (the "New Mortgage"). Copies of the mortgage note and Closing Disclosure for the New Mortgage are attached hereto as exhibits.
4. As of the Refinancing Date, the outstanding balance of the Prior Mortgage was \$\_\_\_\_\_.
5. The Mortgagor's principal residence and the property that the MCC was issued on is located at the following address:  
Street Address: \_\_\_\_\_  
City and County: \_\_\_\_\_
6. The Mortgagor uses the residence as Mortgagor's primary residence. MORTGAGOR WILL IMMEDIATELY NOTIFY THE ISSUER IF THE RESIDENCE CEASES TO BE MORTGAGOR'S PRINCIPAL RESIDENCE. Mortgagor understands that any MCC reissued to the Mortgagor will be automatically revoked if the residence ceases to be Mortgagor's primary residence.
7. The Mortgagor does not intend to use the Eligible Residence in any trade or business or to deduct any portion of the costs of the Eligible Residence as a home business expense on the Mortgagor's federal income tax return. The Mortgagor may not vacate or lease the Eligible Residence without the prior written approval of KHC. IF THE MORTGAGOR REFINANCES THE LOAN RELATING TO THE MCC AGAIN, THE MORTGAGOR WILL SO NOTIFY KHC.
8. The Mortgagor does not intend to subdivide or otherwise sell any of the land on which the Eligible Residence is located except as a part of a future sale of the Eligible Residence.
6. A Related Person does not have, and is not expected to have, an interest as a creditor in the New Mortgage. No interest on the New Mortgage will be paid to a Related Person.
7. No portion of the New Mortgage or any other financing with respect to the Residence has been provided from the proceeds of a Tax-Exempt Single Family Mortgage Revenue Bond.
8. Mortgagor acknowledges that a MCC is not transferable.

9. Upon receipt of the Prior Certificate, Mortgagor was provided with notice of a potential recapture tax that might become due in the event Mortgagor sold or otherwise disposed of the residence within the nine years after Mortgagor's closing on the Prior Mortgage. Additional information needed to calculate any such recapture tax was also provided to Mortgagor at that time. Mortgagor acknowledges that the potential recapture tax will continue to apply in the event a MCC is reissued to Mortgagor and Mortgagor sells or otherwise disposes of the residence within the nine-year period which commenced with Mortgagor's closing on the Prior Mortgage. Mortgagor should therefore retain (or hereby acknowledge receipt from the Issuer of a copy of) the information previously provided to Mortgagor that will be needed to calculate any recapture tax that might become due.
10. Mortgagor acknowledges that any MCC reissued to Mortgagor in place of the Prior Certificate will entirely replace the Prior Certificate and that, following any such reissuance, Mortgagor will not retain the Prior Certificate with respect to any portion of the outstanding balance, if any, of the Prior Mortgage.
11. Mortgagor has consulted with the lender which provided the New Mortgage and with Mortgagor's tax advisor, if any, regarding whether and to what extent Mortgagor will benefit from the receipt of a reissued MCC. Mortgagor is not relying upon the Issuer for any such advice and Mortgagor hereby releases the Issuer from any claim or liability relating to any failure of Mortgagor to derive any expected benefit from Mortgagor's receipt of a reissued MCC. Mortgagor understands that Mortgagor will be able to benefit from a MCC only if and to the extent that Mortgagor has Federal income tax liability for any particular year against which Mortgagor can offset the home mortgage credit allowable pursuant to the MCC. Mortgagor understands that Mortgagor's ability to benefit from the receipt of a MCC therefore depends upon Mortgagor's future Federal income tax liability, which in turn is dependent upon future events which cannot be predicted with certainty.
12. Mortgagor acknowledges that the Issuer will rely upon the information provided herein in order to determine whether and in what amount a MCC should be reissued to the Mortgagor. Mortgagor acknowledges that any material misstatements negligently made in this Certificate or any other statement made by Mortgagor under penalty of perjury in connection with the issuance or reissuance of a MCC will subject Mortgagor to a civil penalty under Section 6709 of the Code in the amount of \$1,000 for each MCC with respect to which such negligent misstatement was made; and that any material misstatement fraudulently made in this Certificate or in any other statement made by Mortgagor under penalty of perjury in connection with the issuance or reissuance of a MCC will subject Mortgagor to a civil penalty under Section 6709 of the Code in the amount of \$10,000 for each MCC with respect to which such fraudulent misstatement was made, in addition to any other criminal penalty imposed by law, and such fraudulent misstatement will also result in the automatic revocation of any MCC issued or reissued to Mortgagor.
13. Mortgagor acknowledges, under penalties of perjury pursuant to the laws of the United States and the Commonwealth of Kentucky, that Mortgagor has examined this Application, including all exhibits and attachments, and to the best of Mortgagor's knowledge and belief, the facts presented are true, correct, and complete.
14. Submitted herewith as the required application fee is a certified or bank check in the amount of \$100 made payable to Kentucky Housing Corporation, the full amount of which will be refunded to the Mortgagor in the event it is determined that the Mortgagor is not eligible for the reissuance of a Mortgage Credit Certificate and this Mortgagor is denied.

\_\_\_\_\_  
Mortgagor Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Mortgagor Signature

\_\_\_\_\_  
Date

Check Box if Non-Purchasing Spouse