

## SELLER CERTIFICATION

THIS CERTIFICATION MUST BE COMPLETED AND SIGNED BY THE SELLER OF THE HEREINAFTER DESCRIBED ELIGIBLE RESIDENCE IN CONNECTION WITH THE ISSUANCE BY THE KENTUCKY HOUSING CORPORATION ("KHC") OF A MORTGAGE CREDIT CERTIFICATE ("MCC") PURSUANT TO KHC'S MCC PROGRAM ("THE PROGRAM").

NEITHER THIS DOCUMENT NOR ANY OTHER DOCUMENTS FURNISHED TO KHC BY THE UNDERSIGNED OR ON BEHALF OF THE UNDERSIGNED CONTAIN ANY UNTRUE STATEMENT OF A MATERIAL FACT OR OMIT TO STATE A MATERIAL FACT. THE INFORMATION PROVIDED IN THIS CERTIFICATION IS SUBJECT TO VERIFICATION BY KHC AND APPLICABLE FEDERAL AGENCIES.

The undersigned (the "Seller," whether singular or plural), states:

1. The Eligible Residence is located at the following address:

Street Address: \_\_\_\_\_

City and County: \_\_\_\_\_

2. The Seller is legally obligated to surrender possession of the Eligible Residence to the purchaser thereof (the "Purchaser," whether singular or plural) within 60 days after the Purchaser closes on the mortgage loan (the "Mortgage Loan") to purchase such dwelling.
3. The purchase price of the Eligible Residence to be paid to the Seller or for the Seller's account by the Purchaser or anyone acting on the Purchaser's behalf is \$\_\_\_\_\_. Such purchase price has been established in an arm's-length transaction between unrelated parties (or, in the case of a related buyer and seller, reflects at least the appraised value of the Eligible Residence).
4. The Seller understands that, for the purposes of the foregoing, the purchase price of the Eligible Residence is the Purchaser's cost of acquiring the Eligible Residence from the undersigned as a completed residential unit and that such "acquisition cost" is determined as set forth in Section 6a.103A-2 (b)(8) of the Regulations promulgated pursuant to Section 143 of the Internal Revenue Code of 1986, as amended.
5. The Eligible Residence is substantially complete, and neither the Seller nor any person acting on the Seller's behalf has entered into any contract, arrangement or understanding with the Purchaser, other than the Purchase Contract, relating to (i) the purchase of any personal property or (ii) the furnishing of any service to complete the Eligible Residence. The Eligible Residence is not located on leased land.
6. All the land on which the Eligible Residence is located is necessary to reasonably maintain the basic livability of the Eligible Residence and would not provide, other than incidentally, a source of income to the Purchaser.

The Seller acknowledges and understands that this Certification will be relied upon for purposes of determining the Purchaser's eligibility for an MCC. The Seller acknowledges that a material misstatement negligently made in this Certification or in any other statement made by the Seller in connection with the MCC will constitute a federal violation punishable by a fine; and a misstatement fraudulently made in this Certification or in any other statement made by the Seller in connection with the Purchaser's application for an MCC will constitute a federal violation punishable by a fine and revocation of the MCC, which will be in addition to any criminal penalty imposed by law.

\_\_\_\_\_  
Seller's Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Seller's Signature

\_\_\_\_\_  
Date

MCC-002