

**Neighborhood Stabilization Program  
Cuyahoga County Acquisition, Renovation, Resale Loan Program**

## **Homebuyer Packet**

**WARNING TO DEVELOPERS AND BUYERS:**

**The NSP Homebuyer Purchase Agreement Addendum must be executed as part of any contract to buy/sell the property.**

The Buyer(s)/Purchaser(s) of a home renovated through the Cuyahoga County Acquisition, Renovation, Resale (NSP Rehab) Loan Program must meet the following requirements:

1. Meet the Income Guidelines (see attached *NSP Income Guidelines*),
2. Participate in the Cuyahoga County Down Payment Assistance Loan Program for NSP Renovated Houses (see attached *Application*),
3. Completed at least eight (8) hours of homebuyer counseling from a HUD approved housing counseling agency (see attached *Counseling Agency List*),
4. Pay at least three percent (3%) of the purchase price from their own funds,
5. Obtain a traditional mortgage loan from a Participating Lender<sup>1</sup>.

**Cuyahoga County Down Payment Assistance Loan Terms for NSP Houses<sup>2</sup>**

**Loan Amount:** 20% of the purchase price of the house  
**Term:** Ten Years (120 Months)  
**Interest Rate:** Zero Percent (0%)  
**Loan Forgiveness:** 50% forgiven after five years and 100% forgiven after ten years of occupancy by the Buyer.

**To apply, submit a completed application with all attachments to:**

Cuyahoga County Department of Development  
Attn: Jonathan Holody  
1701 East 12<sup>th</sup> Street  
Cleveland, Ohio 44114

**For More Information, Contact:** Jonathan Holody, (216) 698-2576 or by email: at [jholody@cuyahogacounty.us](mailto:jholody@cuyahogacounty.us)

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<sup>1</sup>A Participating Lender must agree to comply with the bank regulators' guidance for non-traditional mortgages (see Statement on Subprime Mortgage Lending).

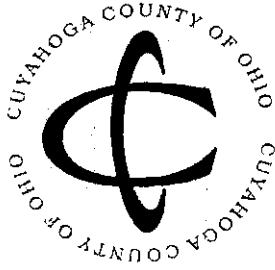
<sup>2</sup> All loans are subject to approval by Cuyahoga County and additional terms and conditions as outlined in the loan documents. Terms, conditions and requirements outlined in this packet may change without notice and at the sole discretion of Cuyahoga County. This packet does not constitute a commitment on behalf of Cuyahoga County to lend.

# **NSP Income Guidelines**

## **Cuyahoga County**

### **Acquisition, Renovation, Resale Loan Program**

<b>Income Limits</b>	<b>Gross Income</b>	
<b>Household Size</b>	<b>Annual</b>	<b>Monthly</b>
1	<b>\$53,500</b>	<b>\$ 4,458</b>
2	<b>\$61,150</b>	<b>\$ 5,096</b>
3	<b>\$68,800</b>	<b>\$ 5,733</b>
4	<b>\$76,450</b>	<b>\$ 6,371</b>
5	<b>\$82,550</b>	<b>\$ 6,879</b>
6	<b>\$88,650</b>	<b>\$ 7,388</b>
7	<b>\$94,800</b>	<b>\$ 7,900</b>
8	<b>\$100,900</b>	<b>\$ 8,408</b>



## Cuyahoga County Down Payment Assistance Loan Program For NSP Renovated Houses

### LOAN APPLICATION

Estimated Purchase Price \$ \_\_\_\_\_

Estimated Down Payment Loan (up to 20%) \$ \_\_\_\_\_

<b>APPLICANT(S) INFORMATION:</b>				
Last Name	First	Int.	Social Security Number	Date of Birth
Street			City	State      Zip
Home Telephone			Email Address	
Last Name	First	Int.	Social Security Number	Date of Birth
Street			City	State      Zip
Home Telephone			Email Address	

**List all persons who will live in the home being purchased.**

Full Name (First and Last) <small>(use back for additional household members)</small>	Age	Annual Income	Relationship	Ethnicity* <small>(See page 2 for demographic category)</small>
		\$	<b>Applicant</b>	
		\$	<b>Joint Applicant</b>	
		\$		
		\$		
		\$		
		\$		
		\$		

*\*Demographic information is for statistical purposes and does not affect loan approval or denial.*

Borrower(s) Name(s): \_\_\_\_\_

**DEMOGRAPHIC INFORMATION\***

Use one of the categories listed below in the ethnicity column provided on page one for each household member.

**Ethnicity:**

White	Black/African American
Asian	American Indian/Alaskan Native
Hawaiian National/Pacific Islander	American Indian & White
Asian & White	Black & White
American Indian & Black	Other Multi-Racial
Asian/Pacific Islander	

Female Headed Household (Yes/No)? \_\_\_\_\_

Hispanic/Latino (Yes/No)? \_\_\_\_\_

*\*Demographic information is for statistical purposes and does not affect loan approval or denial.*

**PROPERTY INFORMATION**

Address of home being purchased: \_\_\_\_\_  
Street City Zip

Will all buyer(s) live in the home? \_\_\_\_\_

Is the home vacant now? \_\_\_\_\_

Was the home rented to or occupied by a tenant at any time in the past 90 days? \_\_\_\_\_

Purchase Price \$ \_\_\_\_\_ Number of Bedrooms \_\_\_\_\_

**ADDITIONAL REQUIRED INFORMATION:**

Has any applicant or household member owned a home within the last 3 years? \_\_\_\_\_

Is any applicant delinquent on any federal, state, or local taxes? \_\_\_\_\_

Have the applicants completed eight hours of homebuyer counseling? \_\_\_\_\_

**LEGAL INFORMATION:**

List the names of the persons who will be on the deed: \_\_\_\_\_  
\_\_\_\_\_

List names and addresses of spouses of any person above they are not legally divorced from:  
\_\_\_\_\_  
\_\_\_\_\_

Borrower(s) Name(s): \_\_\_\_\_

**HOUSEHOLD INCOME CERTIFICATION**

<b>INCOME FROM EMPLOYMENT (List all employment of all household members expected in the next 12 months)</b>		
Applicant's Current Employer	Employer's Address	Phone
Position	Annual Gross Pay	
Joint Applicant or Other Household Member Employer	Employer's Address	Phone
Position	Annual Gross Pay	
Other Household Member Employer	Employer's Address	Phone
Position	Annual Gross Pay	

**OTHER INCOME (List amount expected for the next 12 months.)**  
*If you do not receive income from a source indicated, write the number 0 in the space.*  
*If you receive income from a source not listed, use the other income space.*  
*All income of all household members from all sources must be listed.*

Child Support \$ \_\_\_\_\_ Soc. Security \$ \_\_\_\_\_ VA Benefits \$ \_\_\_\_\_

Disability \$ \_\_\_\_\_ T.A.N.F. \$ \_\_\_\_\_ Other Public \$ \_\_\_\_\_

Alimony \$ \_\_\_\_\_ Div. /Int. \$ \_\_\_\_\_ Pension \$ \_\_\_\_\_

Other \$ \_\_\_\_\_ Description: \_\_\_\_\_

*Use back for additional information.*

<b>ASSETS</b>			
Family Member	Asset Description	Current Cash Value of Assets	Actual Income from Assets
3. Net Cash Value of Assets		3.	
4. Total Actual Income from Assets			4.
5. If line 3 is greater than \$5,000, multiply line by <b>.006</b> (Passbook Rate) and enter results here; otherwise, leave blank		5.	

**Please indicate below how you heard about our program.**

Friend \_\_\_\_\_ Relative \_\_\_\_\_ Brochure \_\_\_\_\_  
Neighbor \_\_\_\_\_ Internet \_\_\_\_\_ Agency (list name) \_\_\_\_\_  
Advertisement \_\_\_\_\_ Lender \_\_\_\_\_ Other \_\_\_\_\_

**PROGRAM REQUIREMENTS:** This application will not be processed until the following documents have been submitted to the Cuyahoga County Department of Development:

1. Application, completed and signed ink by all borrowers
2. Typed first mortgage application (must be signed)
3. First mortgage commitment letter or automated approval
4. Income verifications for two full years for all household members for all sources
5. Homebuyer Counseling Agency List with preferred agency selected

**Rate, origination fee, broker fee, and points of the first mortgage must not be excessive for the type of mortgage obtained by the buyer: conventional, VA, or FHA. No balloon payment or prepayment penalty allowed.**

Buyers are strongly encouraged to obtain a private housing inspection as indicated in your purchase agreement.

The Applicant and Joint Applicant understand and agree that they must pay at least 3% of the purchase price from their own funds and/or a bona fide gift. If the final settlement statement would show less than 3% paid from these sources, the Applicant and Joint Applicant agree that the Escrow Agent shall refund the difference to the County. The Down Payment Assistance Loan balance will be reduced by any amount refunded.

**By signing this application the Applicant(s) authorizes the Lender named to share copies of any necessary documents in their possession with the Cuyahoga County Department of Development in order to expedite the processing of this loan application. Also, the signature(s) below gives the Department of Development the authority to obtain credit report(s) and to verify all information contained in this application, by contacting any employer or other party named in the application. I/We have read and understand the pamphlet "Protect Your Family From Lead in Your Home." Available at the following internet link:**

**[http://www.hud.gov/utilities/intercept.cfm?/offices/lead/library/enforcement/pyf\\_eng.pdf](http://www.hud.gov/utilities/intercept.cfm?/offices/lead/library/enforcement/pyf_eng.pdf)**

**Penalty For False Or Fraudulent Statement, U.S.C. Title 18, Sec. 1001 provides: "Whoever, in any matter within the jurisdiction of any department or agency of the United States knowingly and willfully falsifies ... or makes any false, fictitious or fraudulent statements or representations, or makes or uses any false writing or document knowing the same to contain any false, fictitious or fraudulent statement or entry, shall be fined not more than \$10,000 or imprisoned not more than five years or both."**

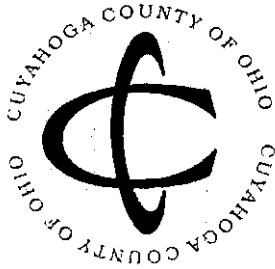
Applicant Certification: I (we) understand and agree to the above.

\_\_\_\_\_  
Applicant Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Joint Applicant Signature

\_\_\_\_\_  
Date



## **Homebuyer Counseling Agency List**

### **NSP Acquisition, Renovation, Resale Loan Program**

#### **Select One**

**Cleveland Housing Network:**  
2999 Payne Avenue, Suite 306, Cleveland, Ohio 44114

**Community Housing Solutions:**  
12114 Larchmere Boulevard, Cleveland, Ohio 44120  
or  
1967 West 45th Street, Cleveland, Ohio 44102

**Neighborhood Housing Services of Greater Cleveland**  
5700 Broadway Avenue, Cleveland, Ohio 44127

**Do Not Contact the Agencies Directly.**

**Potential Homebuyers should submit their selection of Homebuyer Counseling provider to  
the Cuyahoga County Department of Development.**

**Neighborhood Stabilization Program (NSP)  
HOMEBUYER PURCHASE AGREEMENT ADDENDUM**

This Neighborhood Stabilization Program Addendum (Addendum) is to be made part of the Purchase Agreement (Agreement) dated \_\_\_\_\_, 20\_\_\_\_, between \_\_\_\_\_ (Seller) and \_\_\_\_\_ (Buyer), for the property located at: \_\_\_\_\_, \_\_\_\_\_, OH, \_\_\_\_\_ (the Property)

**A. Purchase Contingent Upon County Approval**

This Purchase Agreement is expressly contingent upon the written approval and authorization of the Cuyahoga County Department of Development (County). The Buyer and Seller acknowledge and agree that the transfer of the property from the Buyer to the Seller shall not occur without the written authorization of the County.

**B. Disclosure to Seller with Voluntary, Arm's Length Purchase Offer**

The Seller is hereby informed that the Buyer would like to purchase the property under this Agreement, if a satisfactory agreement can be reached. This purchase may receive funding assistance from the U.S. Department of Housing and Urban Development (HUD).

Please be advised that the Buyer does not have authority to acquire the Seller's property by eminent domain. In the event an amicable agreement for the purchase of the property cannot be reached, the Buyer will not pursue this proposed acquisition.

In accordance with the Uniform Relocation Assistance and Real Property Acquisition Policies Act (URA), owner-occupants who move as a result of a voluntary acquisition are not eligible for relocation assistance. A tenant-occupant who moves as a result of a voluntary acquisition for a federally-assisted project may be eligible for relocation assistance. Such displaced persons may include not only current lawful occupants, but also former tenants required to move for any reason other than an eviction for cause in accordance with applicable federal, state, and local law. If the property is currently tenant-occupied or a tenant lawfully occupied the property on or after February 17, 2009, to the Seller will inform Cuyahoga County immediately. Further, the Seller will not order current occupant(s) to move, or fail to renew a lease, in order to sell the property as vacant. Also, as indicated in the contract of sale, this offer is made on the condition that if the property is vacant then no tenant will be permitted to occupy the property before the sale is complete.

If the Seller does not wish to sell the property, the Buyer will take no further action to acquire it. If the Seller is willing to sell the property under the conditions described in this Agreement, he/she should sign the Agreement and initial this Addendum. The Buyer and Seller's signatures on the Agreement and initials on this Addendum constitute acknowledgement that they have received this disclosure. Please contact the County with any questions about this disclosure.

**Seller's Initials** \_\_\_\_\_

**Buyer's Initials** \_\_\_\_\_