

# REQUEST FOR LOAN PURCHASE WITH ACKNOWLEDGEMENT AND CERTIFICATION



Originating Agent Name: \_\_\_\_\_

Contact Person: \_\_\_\_\_ Phone: (\_\_\_\_) \_\_\_\_\_ Email: \_\_\_\_\_

**Must complete below in full. Do not attach wiring information on a separate page.**

WIRE TO:

Receiving Bank Routing # _____	O.A. Account # _____
Receiving Bank Name: _____	Special Instructions: _____
Receiving Bank Address: _____	_____
_____	_____

Great Choice (MRB Loan)

GC97 (MBS-Freddie Mac Loan)

THDA Loan Number: \_\_\_\_\_

Loan Amount: \$ \_\_\_\_\_

THDA 2<sup>nd</sup> Mortgage Loan Number: \_\_\_\_\_

Interest Rate: \_\_\_\_\_ %

Primary Borrower: \_\_\_\_\_

2<sup>nd</sup> Mortgage Loan Amount: \$ \_\_\_\_\_

Property Address: \_\_\_\_\_

2<sup>nd</sup> Mortgage Interest Rate: \_\_\_\_\_ %

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

Initial Escrow: \$ \_\_\_\_\_

1st Payment Due: \_\_\_\_\_

We hereby request THDA to purchase the attached loan, which is:

Complete except for items indicated by "\*" on the enclosed Closed Loan Submission Checklist, which items shall be delivered to THDA by the 120<sup>th</sup> day after the closing date for the referenced loan. If such items are not delivered, we agree to immediately repurchase this loan at the option of and upon notice from THDA, or, if loan has not been purchased by THDA, we acknowledge that the loan will not be eligible for purchase by THDA. These conditions also apply to a THDA second mortgage, if included with this transaction.

Originating Agent acknowledges receipt of the master form from THDA which is titled "Tennessee Housing Development Agency Request for Loan Purchase with Acknowledgement and Certification" on one side and titled "Acknowledgement and Certification" on the other side. By signing below, Originating Agent affirms all matters stated under the title "Acknowledgement and Certification" with respect to the mortgage loans for which this purchase request is being made, regardless of whether the items appearing under the title "Acknowledgement and Certification" on the master form appear on the reverse side of this request for loan purchase.

\_\_\_\_\_  
Originating Agent Authorized Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Phone Number

**FOR THDA USE ONLY**

\$ \_\_\_\_\_ Principal Loan Amount Settlement Date: \_\_\_\_\_

\$ \_\_\_\_\_ (+) or (-) Interest from \_\_\_\_\_ to \_\_\_\_\_ Issue: \_\_\_\_\_

\$ \_\_\_\_\_ Principal Loan Amount 2<sup>nd</sup> Mortgage Loan Type: \_\_\_\_\_

\$ \_\_\_\_\_ (+) or (-) Interest from \_\_\_\_\_ to \_\_\_\_\_

\$ \_\_\_\_\_ (-) Initial Escrow

\$ \_\_\_\_\_ Lender Compensation

\$ \_\_\_\_\_ Other: \_\_\_\_\_ = \$ \_\_\_\_\_ Net Wire

\_\_\_\_\_  
Authorized By

\_\_\_\_\_  
Date

A. THDA Acknowledgement

In connection with the mortgage loan identified by the THDA Loan Number on the Request for Loan Purchase (the "Mortgage Loan"), THDA acknowledges the following:

- (1) The Originating Agent identified on the reverse side of this form (the "O.A.") is to deliver an original promissory note and related documents evidencing the Mortgage Loan to THDA for THDA's consideration in purchasing the Mortgage Loan;
- (2) The promissory note and related documents evidencing the Mortgage Loan may be subject to a security interest pursuant to arrangements the O.A. may have made with other financial institutions;
- (3) If actually received, THDA will hold the promissory note and related documents evidencing the Mortgage Loan for the benefit of the O.A. until such time as THDA decides whether or not to purchase the Mortgage Loan. If THDA decides to purchase the Mortgage Loan, THDA will promptly wire funds to the O.A. or on behalf of the O.A. in accordance with information supplied by O.A. with each individual Request for Loan Purchase submitted to THDA. Thereafter, the Mortgage Loan will be the sole property of THDA not subject to claims of any other parties whatsoever. If THDA decides not to purchase the Mortgage Loan, THDA will promptly return the original promissory note and related documents evidencing the Mortgage Loan to the O.A. in accordance with the information supplied by O.A. with each individual Request for Loan Purchase submitted to THDA. Thereafter, THDA will have no further obligation with respect to the Mortgage Loan; and
- (4) THDA does not agree to and will not be bound by the terms and conditions contained in any other correspondence or documents from the O.A. or from any other entity on behalf of the O.A. with respect to the Mortgage Loan.

B. Originating Agent Mortgage Purchase Certification

Pursuant to T.C.A. Section 13-23-118 and the Originating Agents' Guide and with respect to each Mortgage Loan, O.A., by and through its duly authorized representative whose signature appears on each Request for Loan Purchase, hereby certifies as follows:

- (1) The unpaid principal balance of the promissory note evidencing the Mortgage Loan and the interest rate thereon have been accurately stated to THDA;
- (2) The amount of the unpaid principal balance of the Mortgage Loan is justly due and owing;
- (3) O.A. has no notice of the existence of any counterclaim, offset or defense asserted by the person to whom the Mortgage Loan was made or their respective successor in interest;
- (4) The Mortgage Loan is evidenced by a promissory note and a deed of trust which has been properly recorded with the appropriate public official;
- (5) The deed of trust given to secure the Mortgage Loan constitutes a valid first lien on the real property described in the deed of trust subject only to real property taxes not yet due, installments of assessments not yet due, and easements and restrictions of record which do not adversely affect, to a material degree, the use or value of the real property or improvements thereon;
- (6) The Mortgage Loan, when made, was lawful under state law and/or federal law, whichever governs the affairs of O.A. and would be lawful on the date of purchase by THDA if made by O.A. on that date in the amount of the then unpaid principal balance;
- (7) None of the persons to whom the Mortgage Loan was made are in default in the payment of any installment of principal or interest, escrow funds, real property taxes or otherwise in the performance of their obligations under the promissory note or deed of trust given to evidence and secure the Mortgage Loan and have not, to the knowledge of O.A., been in default in the performance of any such obligation for a period of longer than sixty (60) days during the life of the Mortgage Loan; and
- (8) Improvements to the real property described in the deed of trust securing the Mortgage Loan are covered by valid and subsisting policy of insurance issued by a company authorized to issue such policies in the state of Tennessee and providing fire and extended coverage to an amount not less than ninety percent (90%) of the insurable value of the improvements to the real property. \*Follow GSE guidelines for GC97.
- (9) Once THDA wires funds in accordance with the instructions supplied by O.A. with each Request for Loan Purchase, the promissory note, deed of trust and related documents evidencing the Mortgage Loan will not be subject to any security interest granted to any other party whatsoever.

O.A. acknowledges that it shall be liable to THDA for any damages suffered by THDA by reason of the untruth of any representation or the breach of any warranty set forth above and, in the event that any representation shall prove to be untrue when made or in the event of any breach of warranty, O.A. shall, at the option of THDA, repurchase the Mortgage Loan for the original purchase price adjusted for amounts subsequently paid thereon, as THDA may determine.