

## **WHERE TO APPLY**

This Refinancing Affidavit should be mailed to the Program Administrator at the following address:

### **COMMUNITY INVESTMENT CORPORATION**

2033 East Grant Road

Tucson, AZ 85719

[www.cictucson.org](http://www.cictucson.org)

520-529-1766

Email: [mcc@cictucson.org](mailto:mcc@cictucson.org)

- 1. APPLICATION PROCEDURE.** You must have closed on your refinancing loan before you apply for a Reissued Mortgage Credit Certificate. Please follow the instructions below:

COMPLETE THE **REFINANCING AFFIDAVIT** ENCLOSED.

MAKE A COPY OF THE **SETTLEMENT STATEMENT/CLOSING DISCLOSURE** AND THE **PROMISSORY NOTE** RELATING TO THE REFINANCING MORTGAGE LOAN AND ATTACH THEM TO YOUR COMPLETED REFINANCING AFFIDAVIT.

ATTACH YOUR **ORIGINAL MORTGAGE CREDIT CERTIFICATE** TO YOUR COMPLETED REFINANCING AFFIDAVIT.

ATTACH THE ORIGINAL **CERTIFICATE OF REFINANCING LENDER (Enclosed)** (**This is the affidavit the mortgage company must sign**) TO YOUR COMPLETED REFINANCING AFFIDAVIT. **OR STATEMENT OF ACCOUNT FROM THE LENDER**

- 2. ANNUAL ADMINISTRATION FEE.** You will continue to be assessed an annual fee for the administration of your Reissued MCC. This is due on or before March 1st of each year.
- 3. LEGAL DOCUMENTS.** All of the Program Administrator's documents are legal and "white out" products are not permissible. If you make an error, simply draw a line through the error, write the correct answer and initial.

# REFINANCING AFFIDAVIT

THE INDUSTRIAL DEVELOPMENT AUTHORITY OF THE  
CITY OF TUCSON OR  
COUNTY OF PIMA, ARIZONA  
SINGLE FAMILY MORTGAGE CREDIT CERTIFICATE PROGRAM

THERE ARE IMPORTANT LEGAL CONSEQUENCES TO THIS LEGAL AFFIDAVIT.  
READ IT CAREFULLY AND UNDERSTAND ITS MEANING FULLY BEFORE SIGNING.

I (We) the undersigned, as part of my (our) application for a reissued mortgage credit certificate ("Reissued MCC") to fully replace a mortgage credit certificate issued to me (us) by The Industrial Development Authority of the City of Tucson or County of Pima, Arizona (the "Issuer"), under the Single Family Mortgage Credit Certificate Program of 199\_\_\_\_\_/20\_\_\_\_\_-Series\_\_\_\_\_(the "Program"), in connection with a mortgage loan (the "Mortgage Loan") from a lender of the undersigned's choosing (the "Lender"), for the undersigned's refinancing of a mortgage loan on a single-family home (the "Residence"), being first duly sworn, state the following:

1. I (We) certify that the following are:

a. My (our) legal name(s): \_\_\_\_\_

\_\_\_\_\_

b. Current address: \_\_\_\_\_

\_\_\_\_\_

c. Telephone: cell (\_\_\_\_\_) \_\_\_\_\_ - \_\_\_\_\_

other (\_\_\_\_\_) \_\_\_\_\_ - \_\_\_\_\_

Email \_\_\_\_\_

Email \_\_\_\_\_

d. Social Security Number(s) \_\_\_\_\_

\_\_\_\_\_

2. On behalf of the Issuer, Community Investment Corporation (CIC), the "Program Administrator", previously issued Mortgage Credit Certificate Number \_\_\_\_\_ (the "Original MCC") to me (us) from the Program in connection with my (our) purchase or improvement of the Residence, which is a single-family home located in the State of Arizona at the address shown above. I (We) have enclosed the Original MCC with this Refinancing Affidavit. We understand that the Original MCC will be cancelled upon issuance of the Reissued MCC.

3. In order to refinance the mortgage loan related to the Original MCC, I (We) applied for and received a Mortgage Loan from the following Lender:

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

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

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

Telephone: (\_\_\_\_\_) \_\_\_\_\_ - \_\_\_\_\_

Loan Officer: \_\_\_\_\_

I (We) have enclosed copies of the Settlement Statement and the promissory note relating to the Mortgage Loan with this Refinancing Affidavit.

4. The closing date of the Mortgage Loan was \_\_\_\_\_, \_\_\_\_\_.

5. At the time I (we) received the Mortgage Loan, the outstanding principal balance of the mortgage loan related to the Original MCC was \$\_\_\_\_\_. (Payoff)

6. If the mortgage loan related to the Original MCC had not been refinanced, its final maturity date would have been \_\_\_\_\_. (30 years from purchase)

7. The Residence is and will continue to be used as my (our) principal residence. The Residence is not and will not be used as an investment property, vacation home, or recreational home, and not more than fifteen percent (15%) of the area of the Residence is or will be used on a regular basis in a trade or business qualifying it for deductions under Section 280A of the Internal Revenue Code of 1986, as amended. I (We) understand the Reissued MCC will be automatically revoked if the Residence ceases to be my (our) principal residence and I (we) agree to notify the Program Administrator and the Issuer in writing within sixty (60) days after the Residence ceases to be my (our) principal residence.

8. No portion of the Mortgage Loan is or will be provided from the proceeds of a tax-exempt bond issue.

9. No person related to me (us) (for federal tax purposes) has or is expected to have, an interest as a creditor in, or will be paid interest on, the Mortgage Loan.

10. I (We) understand and agree that if a Reissued MCC is issued to me (us), it may not be transferred without the prior written approval of the Program Administrator.

11. I (We) understand and agree that I (we) was (were) able to seek refinancing from any lender of my (our) choosing and that I (we) was (were) in no way prohibited from seeking refinancing from any potential lender provided the lender agreed to execute and comply with the Certificate of Refinancing Lender.

12. To the best of my (our) knowledge any points, origination fees, servicing fees, credit report fees, insurance fees and other fees paid to the Lender, or upon the Lender's request, were reasonable and not in excess of amounts customarily charged.

13. I (We) acknowledge and understand that this Refinancing Affidavit will be relied upon for purposes of determining my (our) eligibility for a Reissued MCC. I (We) acknowledge that a material misstatement negligently made in this affidavit or in any other statement made by me (us) in connection with an application for a Reissued MCC will constitute a federal violation punishable by a fine, and a material misstatement fraudulently made in this affidavit or application for a Reissued MCC, will constitute a federal violation punishable by up to a \$10,000 fine and revocation of the Reissued MCC which may be in addition to any criminal penalty imposed by law. In addition, any material misstatement or false statement which affects my (our) eligibility for a Reissued MCC will result in a denial of my (our) application for a Reissued MCC, or, if a Reissued MCC has been issued prior to discovery of the false statement, immediate revocation of the Reissued MCC issued.

14. In addition, I (we) hereby acknowledge and understand that any false pretense, including any false representation, or the fraudulent use of any instrument, facility, article or other valuable thing or service pursuant to my (our) participation in the Program, may be punishable by imprisonment or by a fine.

15. Finally, I (we) hereby acknowledge and agree that the Issuer and the Program Administrator are entitled to continue to be paid by me (us) an annual Administration Fee and that the aforementioned fee is designed to cover the administrative costs of the Issuer incurred by the establishment of the Program. I (We) hereby agree that in the event the Issuer, or the Program Administrator on behalf of the Issuer, brings a legal proceeding to enforce any of the terms hereof, they shall be entitled to recover their reasonable costs and attorneys' fees.

Dated: \_\_\_\_\_

Signature of Applicant(s)

\_\_\_\_\_  
\_\_\_\_\_

State of Arizona )  
 ) ss.  
County of \_\_\_\_\_)

Subscribed to and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

\_\_\_\_\_  
**Notary Public**

My Commission Expires: \_\_\_\_\_