



HOMEBUYER ASSISTANCE PROGRAM

APPLICATION

Administered by:
Neighborhood Services Department
City of Spartanburg
PO Box 1749
Spartanburg, SC 29304
(864) 596-3560

In partnership with
CommunityWorks
100 West Antrim Drive
Greenville, SC 29607
(864) 235-6331



HOMEBUYER PROGRAM APPLICATION

The City of Spartanburg, South Carolina using ARPA (American Rescue Plan Act) and HOME Partnership Grant Funds, is pleased to provide purchase assistance for families and households for the closing costs of property in the City of Spartanburg to *occupy as their primary residence*. Assistance to homebuyers is in the form of a 20 year mortgage of restrictive covenant requiring resale of the property to an eligible purchaser. This program is administered by the City of Spartanburg Neighborhood Services Division and CommunityWorks. Should you have any questions pertaining to this application please contact:

Neighborhood Services Division
City of Spartanburg
PO Box 1749
Spartanburg, SC 29304
Phone: (864) 596-3560

PURCHASE ASSISTANCE

1. Maximum purchase assistance up to **\$20,000** is available for eligible applicants up to the maximum income limits as determined by the U.S. Department of Housing and Urban Development (HUD).
2. Purchase price of homes in the City of Spartanburg cannot exceed \$237,000 for existing homes, and \$273,000 for new construction. Funds cannot be used for any repairs. City staff will inspect the home for compliance to the International Property Maintenance Codes.
3. Homebuyers are required to request a third party home inspection prior to purchase of any property.
4. All applicants must be pre-approved by a lender. The City does not have an approved lenders list. Mortgages must be fixed interest 20–40-year mortgages. No Adjustable rate mortgages (ARM) accepted.
5. Applications will be accepted during the open enrollment period or until sufficient applications are received.
6. Funds are available on a first come, first qualified, first served basis. Priority will be made for homebuyers purchasing homes in the selected and eligible communities.
7. Income certifications are valid for 6 months.
6. Applicants may use any realtor of their choice. The City also recommends applicants seek competent legal advice.

CITY OF SPARTANBURG, SOUTH CAROLINA HOMEBUYER ASSISTANCE PROGRAM

PURCHASE ASSISTANCE PROGRAM DISCLOSURES

City of Spartanburg, South Carolina Purchase Assistance Process

1. Read, understand and sign program application disclosures. Signed disclosures must accompany application.
2. Be pre-qualified/pre-approved by a participating lender.
3. Pre-qualification to participate in the program is subject to HUD required Part 58.8 Environmental Assessment to be completed by the City prior to purchase.
4. Prequalification in the program is subject to the City's International Property Maintenance Code Inspection. A property not meeting the City requirements will not be eligible for purchase by the applicant(s).
5. Schedule an appointment with the CommunityWorks to submit your completed application.
6. Your application will receive an initial review from City/Community Works staff and you will receive a pre-award letter acknowledging receipt of your application. This does not reserve funding for you and all information presented will be verified. A final approval will not be awarded and funds will not be reserved until an executed contract is received.
7. Homebuyers must provide at least \$500.00 towards a down payment and closing costs.
8. All purchase contracts must contain the program's required addendum, which outlines program conditions and disclosures. Program requirements must be acknowledged by both buyer and seller.
9. Once your offer for purchase is accepted on the property, you will need to order your own appraisal and property inspection.
10. If funds are available, funds will be on a first come, first qualified basis.
11. Your lender will need your executed purchase contract to finish processing your loan.
12. You will be required to attend and satisfactorily complete a HUD Approved 8 Hour Homebuyer's Education Class. We advise you do this as early as possible to help you understand the home buying process. It is valid for 12 months. This must be on file before your scheduled closing.
13. You will sign a mortgage and promissory note for the purchase assistance you receive.

Mortgage Pre-Qualification/Pre-Approval Required

City Staff will not be able to accept an application without a lender's pre-qualification/pre-approval letter. The lender will require you to complete a loan application and will review your credit, income and other standard loan information to determine if you qualify for a mortgage and how much you are able to afford. Interest rates, loan amounts and terms of any loan are subject to negotiation between lender and borrower. Throughout the process, the lender who pre-qualified you may request additional information from you to complete the loan application. You must be determined both HUD income eligible for the purchase assistance program and able to secure a loan to receive assistance from the City.

Income Certification Process

A third party will verify all household income information. The verification is required to determine your eligibility for assistance under the program guidelines. If you qualify for assistance, your income will be certified and you will receive a notice of eligibility. Should your income change after you were determined income eligible and assistance has not yet been provided, your program eligibility will have to be recertified.

City staff will review all final loan packages and inspection reports to determine program eligibility. All loan documentation, sales contracts and property inspections will be forwarded to CommunityWorks by your lender. Once you have received a mortgage commitment from your lender, you must be sure that the City receives a copy of your Closing Disclosure to enable final compliance review with HOME program rules.

The City of Spartanburg is not acting in any capacity relating to mortgage or real estate transaction. You agree to hold harmless the City of Spartanburg, any governmental agency, its officers, employees, stockholders, agents, successors and assigns from any and all liability that may arise due to you applying for any grant or mortgage or your purchase of any real estate. ***Applicants should always seek competent, professional legal advice when engaging in any real estate related transaction.***

Applicant's Signature

Date

Co-Applicant's Signature

Date



**CITY OF SPARTANBURG
CONFLICT OF INTEREST DISCLOSURE**

As a prospective applicant of the Homebuyer Program in the City of Spartanburg, I understand that I must disclose my relationship with other persons who I may be associated within the City of Spartanburg. I, therefore, attest to the following:

Mark Yes or No to indicate your answer,

_____ I am not a current City of Spartanburg official, employee, board member, Commissioner, agent and/or other representative of the City.

_____ I am a current City of Spartanburg official, employee, board member, Commissioner, agent and/or other representative of the City.

Position/Title _____

_____ I am a former City of Spartanburg official, employee, board member, Commissioner, agent and/or other representative of the City.

Position/Title _____

Date Employment/Term Ended _____

_____ To the best of my knowledge, I am not aware of any current City of Spartanburg official, employee, board member, commissioner, agent and/or other representative of the City who is related to me or with whom I am a business associate.

_____ I am related to or have a business relationship with a current City of Spartanburg official, employee, board member, commissioner, agent and/or other representative.

His/her name is _____

This person is associated with the City in the capacity as: _____

The relationship of the person is as follows:

____ Parent ____ Spouse ____ Immediate family ____ Business associate ____ Other

Applicant's Name (Print) Applicant's Signature Date

Applicant's Mailing Address

PENALTY FOR FALSE OR FRAUDULENT STATEMENT, U.S.C. Title 18, Section 1001, provides: "Whoever in any manner within the jurisdiction of any department or agency of the United States knowingly and willfully falsifies... or makes any false fictitious or fraudulent statement of 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 5 years or both."



APPLICATION CHECKLIST

Applicant Name _____ **Date:** _____

Please review the items required for submission.

All adult household members (18 years of age or older) **must** sign the application.

All documents as that are part of this application including the Seller Notice.

FULLY SIGNED SALES CONTRACT (all parties)

Attach: Copies of photo ID and Social Security Cards for all applicants only.

Attach: Copy of current 2 years income tax return with W2s and/or 1099's for all household members employed over the age of 18.

Attach: Proof of citizenship/ resident alien. Copy of front and back of Alien Registration Cards (Green Card), if any applicant is not a citizen, voter's registration, or passport.

Attach: Two months most current paycheck stubs for **all** household members who are currently employed.

Attach: Self-employed Requirements: An audited or un-audited financial statement of business income along with a signed statement from the self-employed giving anticipated net income for the next 12 months. If you are unable to provide this, one (1) of the following may be accepted: **a)** Signed and dated copies of prior three (3) years' tax returns along with a statement or affidavit of anticipated net income for the next 12 months; or **b)** Signed and dated statements of net income for the next 12 months from a bookkeeper or accountant.

Attach: If any household member is receiving Social Security or SSI Benefit, attach a current benefit statement for each person. (Current benefit statements can be requested in person at your Social Security Administration Office)

Attach: A commitment/approval letter from a Bank or Lender stating the amount of loan for which you are qualified and the estimated interest rate and terms for a first mortgage.

Attach: Proof of other income received by any household member, such as: Alimony, Unemployment benefits, Pension Benefits, Child Support, or any other income you receive regularly.

Attach: Two copies of bank statements, **for all** accounts that are open for each household member.

Attach: A copy of last month's statement for Retirement funds, IRA, State or other funds.

Attach: Homebuyer Class Certificate for each applicant.

Attach: A copy of 3rd Party Home Inspections results.

Attach: Proof of ~~marriage~~ divorce, alimony, child support (If divorced, attach a copy of your Divorce Decree).

Attach: If any household member 18 or older is in school and working; a copy of current school registration or a letter from the school indicating attendance.

Attach: Credit Reports (for applicant & co-applicant)

This program is open to all without regard to race, color, sex, handicap, religion, familial or marital status, or national origin. The City of Spartanburg is a first come, first eligible basis. Those who supply the program with all the information needed to process their application while funds are available will be processed first. Your "APPLICATION" will be **denied** if you do not provide the requested information. Your "APPLICATION" will be **denied** if the information is received after all funds have been obligated. If you have any questions or need assistance please call the number below.

***NOTE: There are Limited Funds and Restrictions Apply.**

NEIGHBORHOOD SERVICES DEPARTMENT
CITY OF SPARTANBURG
PO BOX 1749 SPARTANBURG, SOUTH CAROLINA 29304
PHONE: 864-596-3560



City of Spartanburg's - Homebuyer Assistance Program **Additional Information**

- No current home ownership is allowed.
- All properties will be subject to inspection by the City's Property Maintenance Department for compliance with International Property Maintenance Code.
- No funds are to be escrowed for repairs. Repairs must be addressed before purchase.
- Borrowers are required to provide a minimum of \$500.00 of own funds for down payment / closing cost.
- The borrower will be required to obtain a **fixed** rate loan from a mortgage lender.
- Funds are reserved for a maximum of ninety (90) days for eligible borrowers with an executed purchase contract and a mortgage pre-approval letter from a mortgage lender.
- If the property transfers to legal heirs who are income-eligible, the loan may be assumable under the original terms and conditions of the original contract. All assumable loans are subject to the approval of the City of Spartanburg.
- Eligible properties include single-family homes, townhomes, or condominiums located in the corporate limits of the City of Spartanburg.
- The City recommends homebuyers consider purchasing a home repair warranty.

The attached list of items are to be received by the City of Spartanburg for Final Approval at least two weeks before the scheduled closing date:

- First Mortgage Loan Application
- Underwriting and Transmittal Summary
- Lender Commitment Letter
- Home Inspection Report for Existing Homes – International Property Maintenance Code Requirements – City will inspect and provide report.
- Independent Home Inspection (if applicable)
- Copy of the Appraisal
- Executed Closing Statement
- Homeowner's Hazard and Flood Insurance Policy, if applicable
- Loan Estimate
- HUD-1 – Settlement Statement
- Executed First Mortgage & Promissory Note
- Copy of Recorded Warranty Deed
- Copy of Certificate of Occupancy for New Construction
- Any other documents that may be required under program guidelines.



City of Spartanburg Homebuyer Program Application

Funding: ARPA Funds City of Spartanburg Employee
 HOME Funds Resident (office use only)

GENERAL INFORMATION

Applicant:	Date of Birth:	Social Security Number:
Spouse and/or Co-Applicant:	Date of Birth:	Social Security Number:
Street Address	State	ZIP Code
Mailing Address or P.O. Box #	State	Zip Code
(_____) _____ Home/Cell Phone	(_____) _____ Work Phone	_____ Email Address

LIST ALL OTHER HOUSEHOLD MEMBERS WHO LIVE WITH YOU:

Name	Date of Birth	Age	Sex M / F	Relationship to Applicant	Retired/ Disabled	Employed
					Yes/ No	Yes/ No
					Yes/ No	Yes/ No
					Yes/ No	Yes/ No
					Yes/ No	Yes/ No
					Yes/ No	Yes/ No

Years Living at current address? _____

Is applicant, co-applicant, or any other household member, age 18 or older, a full-time student?
 If yes, please list name _____

Number of Dependents (under 18 years of age): _____

Does Applicant/Co-Applicant currently or has ever owned real property? Yes No

If yes, was the loss of the home due to a foreclosure? Yes No

If no, type of unit to be purchased? _____ Existing Unit _____ Newly Constructed Unit

How did you hear about the program?
 Advertising: _____ Realtor: _____ Banker: _____ Friend/Other: _____



EMPLOYMENT INFORMATION FOR ALL HOUSEHOLD MEMBERS						
Employee Name	Employer	Address	Phone	Employed From/To	Rate of Pay	Monthly gross income

OTHER SOURCES OF INCOME INCLUDING SOCIAL SECURITY, TANF, CHILD SUPPORT, ALIMONY, PENSIONS, UNEMPLOYMENT, ETC.			
Beneficiary name	Type of benefit	Claim number	Monthly benefit amount

LIST ASSET FOR ALL HOUSEHOLD MEMBERS INCLUDING CHECKING, SAVINGS, CD'S, CREDIT UNION ACCOUNTS, STOCKS, BONDS, LIFE INSURANCE POLICIES, REAL ESTATE, ETC. INCLUDING ASSETS DISPOSED OF WITHIN THE LAST TWO YEARS

Asset belongs to	Asset bank or company name	Type of account	Total cash value of asset	Annual Income from asset



LIABILITIES – LIST ALL OUTSTANDING OBLIGATIONS AND DEBT INCLUDING CREDIT CARD DEBT, AUTO LOANS, REAL ESTATE AND MORTGAGE LOANS, CHARGE CARDS, ETC.

Debt belongs to	Creditor's Name	Balance Owed	Monthly Payment
1.			
2.			
3.			
4.			
5.			

Profile: This program is federally funded. Therefore, we request you to complete the following information for statistical purposes only.

Applicant
 Marital Status: Single Married Widow/Widower Divorced Separated
 Citizen/Resident Alien: Yes No
 Sex: Male Female

Race/National Origin:
 Black not Hispanic Origin White not Hispanic Origin Hispanic
 Asian or Pacific Islander American Indian or Alaskan Native
 Other (Specify) _____

Co-applicant
 Marital Status: Single Married Widow/Widower Divorced Separated
 Citizen/Resident Alien: Yes No
 Sex: Male Female

Race/National Origin:
 Black not Hispanic Origin White not Hispanic Origin Hispanic
 Asian or Pacific Islander American Indian or Alaskan Native
 Other (Specify) _____

LENDER INFORMATION

Lending Institution: _____ Phone #: _____
 Lender's Address: _____
 Have you receive a commitment/approval letter from the lender? _____ Loan Number: _____
 Broker/Loan Officer Name _____ Phone #: _____

REAL ESTATE AGENT'S INFORMATION

Agency Name: _____ Phone #: _____
 Agency Address: _____
 Do you have a signed contract? _____ If yes, what is your closing date? _____
 Real Estate Agent's Name: _____ Phone #: _____



AUTHORIZATION TO VERIFY INFORMATION

This is authorization for the City of Spartanburg and CommunityWorks to verify previous or current information regarding me/us. The undersigned specifically acknowledge(s) that: (1) verification or re-verification of any information contained in this application may be made by the City of Spartanburg from any source named in this application, as well as, banks, credit unions, a credit reporting agency and other sources not specifically identified here; (2) the City of Spartanburg may make copies of this letter for distribution to any party with which I (we) have a financial or credit relationship and that any party may treat such copy, including a faxed copy, as an original; (3) the property will be occupied as the applicant's primary residence.

AGREEMENT

The undersigned understands that the intent of this application is for purposes of pre-qualifying only and does not guarantee acceptance or approval and no commitment is hereby made on the part of either the applicant or the City of Spartanburg or CommunityWorks. We further understand that all information and documents provided with, and in association with this application, are public records and as such are subject to the State of Florida's public records laws.

I/We certify the information provided in this application is true and correct as of the date set forth opposite my signature on this application. Any property assisted under this program will not be used for any illegal or restricted purposes, and will be used solely as my / our principal residence.

Any intentionally false or fraudulent statement or supporting document will constitute cancellation of this application and liability in any legal action brought against me/us by the City. The City of Spartanburg and CommunityWorks is hereby authorized to verify any of the above information and to inspect the property prior to approval. I/we agree to have no claim for defamation, violation of privacy or other claims against any person, firm or corporation by reason of any statement or information released by them to the City of Spartanburg.

PENALTY FOR FALSE OR FRAUDULENT STATEMENT: Federal law, U.S.C. Title 18, Sec. 1001, provides: Whoever, in any matter within the jurisdiction of any department or agency of the U.S. knowingly and willfully falsifies ... or makes false, fictitious or fraudulent statements, or entries, shall be fined not more than \$10,000 or imprisoned for not more than five years, or both.

PRIVACY ACT NOTICE

This information is to be used by the agency collecting it, or its assignees, in determining whether you qualify as a prospective loan client under its Program. It will not be disclosed outside the agency except as required and permitted by law. Failure to provide this information may delay or result in rejection of your application. All information you provide is subject to Florida's public records laws.

Applicant's Name (Print or Type) <i>X</i>	Applicant's Signature <i>X</i>	Date
Co-Applicant's Name (Print or Type) <i>X</i>	Co-Applicant's Signature <i>X</i>	Date
Other Adult's Name (Print or Type) <i>X</i>	Other Adult's Signature <i>X</i>	Date
Other Adult's Name (Print or Type) <i>X</i>	Other Adult's Signature <i>X</i>	Date
Other Adult's Name (Print or Type) <i>X</i>	Other Adult's Signature <i>X</i>	Date
Other Adult's Name (Print or Type) <i>X</i>	Other Adult's Signature <i>X</i>	Date



**City of Spartanburg / CommunityWorks
NOTICE TO SELLER**

This Notice is for the property located: _____, Spartanburg, SC and between the following parties:

Buyer / Name and Address: _____

Seller / Name and Address: _____

The Buyer is seeking federal funds to acquire property owned by the Seller. Please be informed of the following:

Voluntary Sale of Property

1. The Buyer does not have the right to eminent domain.
2. A property inspection is required for compliance with the City’s International Property Maintenance Code requirements. Homes in need of repair are not eligible for the City’s Homebuyer Program.
3. Because this is a voluntary transaction, the Buyer may not be able to acquire the property offered for sale if negotiations fail to result in an amicable agreement.
4. The Buyer will inform the Seller of the estimated Fair Market Value of the property prior to purchasing the property.
5. The Seller WILL NOT be entitled to any relocation benefits under this program.
6. Any tenant legally occupying the property is eligible to receive relocation assistance and benefits as identified in the Uniform Relocation Assistance and Real Property Acquisition Policies Act (URA) of 1970, as amended. **Any property with tenant occupants is not eligible for the City’s Homebuyer Program, unless the tenant is the purchase of the property they occupy.**

Environmental Requirements

Both parties are entering into a purchase contract with the understanding that the City of Spartanburg is required to complete an environmental review in accordance with Federal regulations located at 24 CFR Part 58. **It is understood that should the property fail to meet the environmental review requirements, the seller or buyer may terminate the purchase contract.**

Agreement Acceptance

The Buyer and Seller understand if the conditions of this Notice are not complied with, either party may terminate the real property sales contract by notifying the other party by written notice, that the contract is terminated. The Buyer and Seller voluntarily accept this Notice conditions and agree to enter into a contract for the property identified in this agreement.

Signature of Seller

Date

Signature of Witness

Date

Signature of Buyer

Date

Signature of Witness

Date