



**SELLER'S AFFIDAVIT
SINGLE FAMILY BOND PROGRAM
OR MCC PROGRAM**

ISSUER: Montana Board of Housing ("Board")

SELLER'S NAME _____

SELLER'S ADDRESS _____

(forwarding address when applicable)

MORTGAGOR'S NAME _____

PROPERTY ADDRESS _____

The undersigned (jointly and severally the "Seller"), as Seller of a Residence which is subject to a Mortgage Loan provided by the above-referenced Programs, being first duly sworn (or affirmed) under oath hereby states and certifies that:

1. Select (a), (b), (c) or (d) as appropriate:
 - (a) The Seller is more than eighteen (18) years of age and a citizen of the United States.
 - (b) The Seller is a corporation duly organized and in good standing under the laws of _____(corporate jurisdiction), and the persons executing this affidavit and the deed on behalf of the Seller are duly elected officers of the Seller and have been fully empowered by proper resolution of the board of directors of the Seller to execute and deliver this affidavit and the deed; and the Seller has full corporate capacity to convey the real estate described herein and all necessary corporate action for the making of such conveyance has been taken and done.
 - (c) The Seller is a Montana _____ and the persons executing this affidavit and deed on behalf of the Seller are fully empowered to execute and deliver this affidavit and deed.
 - (d) Other (provide explanation) _____
2. The Seller has executed a deed to the above-indicated Purchaser/Mortgagor, conveying the Residence described and located at the Property Address indicated above.
3. The Seller has taken no action which would adversely affect the title to this property.
4. The Seller has not, either as principal or surety, executed any appeal bond or recognizance bond which is or might become a lien on the Residence. There are no suits pending or judgments in any court by or against the Seller affecting the Residence or in which a judgment lien could be acquired on the Residence. There are no bankruptcy proceedings pending by or against the Seller.
5. The Seller has taken no action which would create a lien or charge against the Residence, fixtures or property under the Uniform Commercial Code or otherwise.

