



**GENESEE COUNTY
ALLOCATION COMMITTEE MEETING**

**Genesee County Administration Building
1101 Beach Street, Room 222**

**Thursday, September 22, 2022
11:00 A.M.**

AGENDA

- I. Call to Order
- II. Roll Call
- ***III. Minutes of the July 28, 2022 Meeting (attached)
- ***IV. Community Development Program Transfer of Funds (attached)
- ***V. Neighborhood Stabilization Program (NSP), Neighborhood Purchase Rehab and Resale Program (NPRR) and HOME Program Participating Lender Agreements
- ***VI. Vienna Township Transfer Request
- VII. HUD Update
- VIII. Other Business
- IX. Adjournment

****Indicates Action Item*

NEXT MEETING – October 27, 2022 at 11:00 A.M.

Derek Bradshaw, Director Christine Durgan, Assistant Director
COMMUNITY DEVELOPMENT PROGRAM

1101 Beach Street – Room 111, Flint, Michigan 48502-1470 • (810) 257-3010 • www.gcmpc.org
An Equal Opportunity Organization • Equal Housing Opportunity



**COMMUNITY DEVELOPMENT PROGRAM
ALLOCATION COMMITTEE MEETING
July 28, 2022 11:00 a.m.**

MINUTES

The Allocation Committee met at 11:00 a.m. on Thursday, July 28, 2022, in conference room 301 of the Genesee County Administration Building, 1101 Beach Street, Flint, MI 48502.

I. CALL TO ORDER

Christine Durgan called the meeting to order at 11:00 a.m.

II. ROLL CALL

Present:

Shelley Thompson, Gary Peppin, Brad Dick, Terry Peck, Sheila Taylor, Chris Durgan and Damon Fortney.

Absent:

Jeff Lutze, Mark Emmendorfer, Colleen Brown, Ellen Ellenburg, and Meredith Davis.

Others Present: None.

There were no members of the public in attendance, nor were any comments received from the public regarding the Allocation Committee meeting or the agenda items.

III. MINUTES OF THE MAY 26, 2022 MEETING

Motion: Action: Approve, **Moved by** Gary Peppin, **Seconded by** Brad Dick, to approve the minutes of the May 26, 2022 meeting as presented.

Motion passed unanimously.

IV. COMMUNITY DEVELOPMENT PROGRAM TRANSFER OF FUNDS

Damon Fortney reviewed the requested transfers of funds. The first is a request to transfer funds between two Grand Blanc Township Public Facility Improvement projects. The second is a request to transfer funds from Genesee Township's Infrastructure Improvement project to their Senior Center Operations project. Staff is recommending approval of these transfers.

Motion: Action: Approve, **Moved by** Gary Peppin, **Seconded by** Brad Dick, to approve the Community Development Program Transfer of Funds.

Motion passed unanimously.

V. ESG-CV FUNDING RECOMMENDATIONS

Damon Fortney stated that in June, an ESG-CV Call for Projects was held to accept applications from agencies that serve people experiencing homelessness. Mr. Fortney

reviewed the list of eligible projects and the proposed award amounts. Staff requested approval for the list of projects to be funded with ESG-CV funds.

Motion: Action: Approve, **Moved by** Gary Peppin, **Seconded by** Shelley Thompson, to approve the ESG-CV Funding Recommendations.

Motion passed unanimously.

VI. PROGRAM YEAR 2021 CAPER

Damon Fortney provided an overview of the 2021 Consolidated Annual Performance Evaluation Report (CAPER). The CAPER provides details of expenditures for projects funded through the U.S. Department of Housing and Urban Development (HUD), has been completed and is available for review and public comment. Discussion ensued.

VI. HUD UPDATE

Sheila Taylor provided an update on the 2022 Action Plan. The Action Plan was submitted to HUD in June and staff is waiting to receive approval. The 2022 program year began on May 1st but we have not yet received grant agreements for the program year. Once this occurs, staff will begin signing contracts with subrecipients for 2022 projects.

Sheila Taylor also discussed the upcoming Recycle Day on August 23rd. Recycle Days have switched to an appointment-based format in an effort to reduce wait times and prevent traffic congestion. The July 19th Recycle Day used this format and wait times were greatly improved compared to previous events.

Ms. Taylor also explained that staff is currently in the process of monitoring all HOME rental properties throughout the county for compliance with HOME regulations.

VII. OTHER BUSINESS

There was no other business.

VIII. ADJOURNMENT

Ms. Durgan adjourned the meeting at 11:25 a.m.

Respectfully submitted,
Damon Fortney, Lead Planner
Genesee County Metropolitan Planning Commission



GENESEE COUNTY
METROPOLITAN PLANNING COMMISSION

MEMORANDUM

TO: Members of the Genesee County Allocation Committee

FROM: Sheila Taylor, Division Manager
 Genesee County Metropolitan Planning Commission

DATE: September 22, 2022

SUBJECT: Community Development Program Transfer of Funds

The following transfers are for projects that were completed and closed out with a balance remaining.

Amount	From Project	To Project	Comments
\$65.42	2021 Mt. Morris Township Youth Program IDIS#: 2604 Acct#: 2340-704.17-899.000	Available CDBG Funds Acct#: 2340-704.03-899.000	Project completed and closed out.
\$406.46	2021 Mundy Township Vocational Independence Program IDIS#: 2605 Acct#: 2340-704.17-899.000	Available CDBG Funds Acct#: 2340-704.03-899.000	Project completed and closed out.
\$73.00	2021 Gaines Township Senior Center Operations IDIS#: 2594 Acct#: 2340-704.17-899.000	Available CDBG Funds Acct#: 2340-704.03-899.000	Project completed and closed out.
\$22.29	2021 Fenton Township Parks & Recreation Program IDIS#: 2590 Acct#: 2340-704.17-899.000	Available CDBG Funds Acct#: 2340-704.03-899.000	Project completed and closed out.

COMMUNITY DEVELOPMENT PROGRAM



\$514.85	2021 Flint Township Senior Food Pantry IDIS#: 2591 Acct#: 2340-704.17-899.000	Available CDBG Funds Acct#: 2340-704.03-899.000	Project completed and closed out.
\$2,140.00	2021 Flint Township Crime Prevention IDIS#: 2592 Acct#: 2340-704.17-899.000	Available CDBG Funds Acct#: 2340-704.03-899.000	Project completed and closed out.
\$1,178.12	2021 Grand Blanc Township Safety Program IDIS#: 2598 Acct#: 2340-704.17-899.000	Available CDBG Funds Acct#: 2340-704.03-899.000	Project completed and closed out.

At this time, staff is recommending approval of the Community Development Program fund transfers by the Allocation Committee.



GENESEE COUNTY
**METROPOLITAN PLANNING
COMMISSION**

MEMORANDUM

TO: Members of the Genesee County Allocation Committee

FROM: Sheila Taylor, Division Manager
Genesee County Metropolitan Planning Commission

DATE: September 22, 2022

SUBJECT: Neighborhood Stabilization Program (NSP), Neighborhood Purchase Rehab and Resale Program (NPRR) and HOME Program Participating Lender Agreements

Under the Neighborhood Purchase Rehab and Resale Program (NPRR) and the Neighborhood Stabilization Program 1 and 3 (NSP 1 and NSP3) funding, newly rehabilitated homes are sold to eligible households. Genesee County's NSP and NPRR allows down payment assistance as well as gap financing assistance to eligible buyers.

The HOME Down Payment Assistance (DPA) Program's goal is to assist very low, low-and moderate-income families achieve homeownership. Home DPA provides up to \$5,000 in down payment and closing cost assistance to each eligible homebuyer.

Genesee County Metropolitan Planning Commission staff works with local lenders to provide financial assistance to qualified HOME homebuyers. Staff asks that all lending institutions who wish to participate in the program be approved by the County Board and have a formal agreement with Genesee County. This ensures that local lenders are aware of, and in compliance with rules and regulations and that Genesee County's assistance program is approved by the lender's underwriters. Included in this request are the NSP, NPRR and HOME DPA lender agreements with Ross Mortgage Corporation, Fifth Third Bank and Mortgage 1 Corporation for your review.

At this time, staff is requesting approval from the Allocation Committee to enter into agreements with Ross Mortgage Corporation, Fifth Third Bank and Mortgage 1 Corporation for the purpose of providing financial assistance to NSP, NPRR and HOME DPA Program homebuyers. This approval will be forwarded to the Genesee County Community and Economic Development Committee for a recommendation of approval at their October 12, 2022, meeting.

Derek Bradshaw, Director Christine Durgan, Assistant Director

COMMUNITY DEVELOPMENT PROGRAM

1101 Beach Street – Room 111, Flint, Michigan 48502-1470 * (810) 257-3010 * www.gcmplc.org

An Equal Opportunity Organization * Equal Housing Opportunity



AGREEMENT
FOR
Home Investment Partnerships Program (HOME) Down Payment Assistance

THIS AGREEMENT entered into this _____ day of _____, 2022, between the County of Genesee, A MUNICIPAL CORPORATION, acting by and through its Community Development Program, located at Room 111, County Administration Building, 1101 Beach Street Flint, Michigan 48502-1470, hereinafter referred to as the "County" and **Fifth Third Bank**, located at 12900 S. Saginaw Street, Grand Blanc, MI 48439 with headquarters located at 1000 Town Center Drive, Suite 1300, Southfield, MI 48075, hereinafter, referred to as the "Lender."

WITNESSETH:

WHEREAS, the County has applied for and received funds from the U.S. Department of Housing and Urban Development ("HUD"), under Title II of the Cranston-Gonzalez National Affordable Housing Act of 1990, as amended (the "Act"), and hereby offers financial assistance to eligible homebuyers to acquire affordable homes in accordance with the requirements of Section 24, Code of Federal Regulations (CFR), under Home Investment Partnerships (HOME) Program, as set forth in Parts 91 and 92; and

WHEREAS, the purpose of the County HOME Program is to assist very low, low and moderate income families achieve homeownership; and

WHEREAS, the HOME Program promotes the development and strengthening of partnerships between the County and local financial institutions; and

WHEREAS, the Lender is a primary home mortgage lender, and the County and Lender desire to expand the availability of decent, safe, sanitary and affordable housing for very low, low and moderate income families by coordinating their activities under the methods and procedures set forth herein; and

WHEREAS, the Lender agrees that the terms and conditions set forth herein are a reasonable and appropriate means to assure the use of funds in compliance with the Act, the Authority's General Rules, the provisions of 24 CFR Parts 91 and 92; and

WHEREAS, the above stated objectives of the County HOME Program are consistent with objectives of the Lender, the two parties have therefore, entered into this agreement for the purpose of providing down payment assistance to qualified homebuyers.

NOW, THEREFORE, the County agrees to provide the Lender a maximum of five thousand dollars (\$5,000) for each eligible homebuyer, for the purposes incorporated herein; and in consideration of the mutual covenants and promises set forth herein, the parties hereto agree as follows:

1. The Lender agrees to implement the HOME Program, more specifically described in Exhibit "A," attached hereto and incorporated herein, subject to limitations set forth therein and terms and conditions set forth in 24 CFR Parts 91 and 92. (Exhibit "B")
2. The Lender agrees to conduct marketing outreach of the HOME Program to low income families; residents and tenants of public housing and manufactured housing and mobile home park tenants; and families receiving assistance from public housing agencies.
3. The Lender agrees to determine eligibility and underwrite the Loan Application Package and shall forward to the County HOME Program and to the potential homebuyer, written notice of loan approval. Also, the Lender agrees to contact Genesee County to determine the availability of funds remaining in the HOME Program prior to final loan approval.
4. The lender agrees to provide certification that all homes to be assisted with HOME Program funds have been inspected by a licensed appraiser. Genesee will complete a certified Housing Quality Standards inspection and certify that the home meets Housing Quality Standards, upon the execution of the purchase agreement and payment of mortgage application fee.
5. The Lender agrees to provide each homebuyer with referrals to HUD approved Housing

Counseling Agencies and to provide the County with referral documentation. (Exhibit "C")

6. The Lender agrees to process, document, and fund Buyer's first mortgage for the Program in all cases where Loan Application Packages have been approved by the Lender, according to all applicable laws, regulations, and Lender policies and procedures.
7. The Lender agrees to assure the signing of a second mortgage/lien in the amount of the HOME assistance, payable to the Genesee County HOME Investment Trust fund by way of the closing agent.
8. The County agrees that the second mortgage shall be subordinate to the mortgage/lien of the Lender.
9. In the event that the home is sold or that the owner ceases using the home as his/her principal residence, the owner understands, pursuant to agreement, that he would be responsible to pay the HOME Program consideration which he received, to the Genesee County HOME Investment Trust Fund. This shall be enforced with the use of a lien.
10. The Lender agrees to submit documents to include: certification of client income; loan application 1003; Closing Disclosure; property appraisal; along with request to the County for payment of the DPA at a minimum of 14 days prior to the loan closing. Upon receipt of all required documentation, the County agrees to prepare a payment and second mortgage documents that will be provided for the loan closing.
11. The County agrees to subsidize an amount up to five-thousand dollars (\$5,000) per approved mortgage, said sum to be used for down payment; prepaid taxes and insurance; interest rate buy down to qualifying homebuyer; and/or closing costs based on available HOME funds.
12. The County agrees to immediately notify the Lender upon exhaustion of available HOME funds.
13. The County assumes no credit risk for any loan made under the Program and shall not be liable or responsible in any manner for repayment of a loan in the event of a borrower's default on the promissory note with the Lender.
14. The term of this Agreement shall be for three years from the Genesee County Board of Commissioners approval date. This Agreement may be amended, so long as such amendment is in writing and agreed upon by both Genesee County and Lender.
15. This contract may be terminated by the County for reasons of diminution of funds, or any reason related to changing the objectives of the Genesee County Metropolitan Planning Commission, the HOME Program, or the Lender, by giving the other party fourteen (14) days prior notice of the effective date of termination. Further costs and liabilities associated with this Agreement will no longer be incurred on or after that effective date of termination.
16. The Lender shall assure that homebuyer does not exceed 80% of the current Flint and Genesee County median family income, pursuant to 24 CFR Parts 91 and 92.2. (Exhibit "D").
17. This agreement shall be governed by the laws of the State of Michigan.

FIFTH THIRD BANK

GENESEE COUNTY

Date

Date

By: _____
Name:
Title:
Fifth Third Bank

By: _____
Derek Bradshaw
Director
Genesee County Metropolitan Planning
Commission

Witness

Witness

By: _____
Domonique Clemons, Chairperson
Genesee County Board of Commissioners

Witness

NOTARY FOR THE COUNTY OF GENESEE

State of Michigan)
§
County of Genesee)

On this ____ day of _____ 2022, before me a Notary Public in and for said County, personally appeared **Derek Bradshaw, Director**, who being by me sworn, did acknowledge and say that he is authorized to sign this agreement.

PRINTED NAME OF NOTARY
Notary Public, State of Michigan
County of Genesee
My Commission Expires:
Date Notarial Act Performed: _____

NOTARY FOR FIFTH THIRD BANK

State of Michigan)
§
County of _____)

On this ____ day of _____ 2022, before me a notary public in and for said County, personally appeared _____ who being by me sworn, did acknowledge and say that he/she is authorized to sign this agreement.

PRINTED NAME OF NOTARY: _____
Notary Public, State of Michigan, County of _____
My Commission Expires: _____
Date Notarial Act Performed: _____

EXHIBIT A

A maximum of five thousand dollars \$5,000 per approved mortgage, in HOME Program funds may be available to the Lender to assist eligible buyers to purchase eligible homes. Additional funds may be made available upon request by lender and concurrence of County. The criteria are as follows:

1. PROGRAM ELIGIBILITY

Homebuyers eligible for assistance under the Program covered by this Agreement shall:

- Have an annual household income based on household size not to exceed 80% of the current median family income for Genesee County.

2. PROPERTY ELIGIBILITY

Property eligible for assistance under the Program covered by this Agreement shall:

- Be single family housing to include: one to four family residences; condominium units; cooperative units; combination of housing and lots or manufactured housing lots located in Genesee County outside the Cities of Clio, Davison, Flint and the Villages of Lennon and Otter Lake
- Be the principal residence of the homebuyer
- Have a value not to exceed 95% of Genesee County's current median purchase price as established by HUD based on Section 203(b) Single Family Mortgage Limits. (Exhibit "D")
- Meet the Housing Quality Standards as set forth in 24 CFR Part 91 and 92.251
- Pass a lead based paint visual assessment

3. PROJECT COSTS

The County subsidy may be used for the following eligible costs:

- (1) Acquisition costs - The cost of acquiring single family housing.
- (2) Related soft costs - Reasonable and necessary costs incurred by the homebuyer or participating jurisdiction and associated with the financing of single family housing acquisition and rehabilitation. These costs include, but are not limited to:
 - (i) Costs to process and settle the financing for purchase of a home, such as private lender origination fees, credit report fees, fees for title evidence, fees for recordation and filing of legal documents, attorney fees, and private appraisal fees.
 - (ii) Architectural, engineering, or related professional services required to prepare plans, drawings, specifications, or work write-ups.
 - (iii) Costs to provide information services, such as fair housing information to prospective homeowners.
 - (iv) Staff and overhead costs directly related to carrying out the project, such as work specifications preparation, loan processing inspections, and other services related to assisting a potential homebuyer (e.g. housing counseling), which may be charged to project costs only if the individual purchases single family housing with HOME assistance.
 - (v) Costs of environmental review and release of funds (in accordance with 24 CFR part 58) that are directly related to the project.
 - (vi) Ineligible costs - HOME funds under this Agreement may not be used for the development costs (hard costs or soft costs) of new construction of housing for rental purpose.

EXHIBIT B

HOME INVESTMENT PARTNERSHIPS PROGRAM (HOME) "FEDERAL REQUIREMENTS"

The Lender hereby assures and certifies compliance with the statutes, rules, regulations, and guidelines associated with the acceptance and use of funds under the HOME Investment Partnerships Program (HOME) as implemented pursuant to the regulations contained in 24 CFR Parts 91 and 92. The Genesee County Metropolitan Planning Commission through the Community Development Program, is administering this Program on behalf of the County of Genesee. These certifications and assurances shall include the following:

- A. The Lender shall use HOME Program funds for activities and costs defined as "such" under 24 CFR Part 92.602. (Exhibit "A")
- B. The Lender shall comply with the requirements of Executive Order 11063 24 CFR 107: 24 CFR 1 and 24 CFR 100 relating to Equal Opportunity in Housing, Fair Housing, and pertaining to the Title VI Civil Rights Act of 1964 regarding nondiscrimination in Federal programs.
- C. The Lender shall assure that the value of the property shall not exceed 95% of Genesee County's current Median purchase price as established by HUD based on Section 203(b) Single Family Mortgage Limits and pursuant to 24 CFR Parts 91 and §92.254. (Exhibit "D")
- D. The Lender shall assure that the property purchased is the owner's principal residence pursuant to 24 CFR Parts 91 and §92.254.
- E. The Lender shall provide certification that the property meets the Housing Quality Standard as set forth in 24 CFR Parts 91 and §92.251, pursuant to an inspection by Genesee County.
- F. The Lender shall assure that housing assisted with HOME funds meet affordability requirements contained in 24 CFR §92.254(a) and (c).
- G. The Lender acknowledges and agrees that it shall be subject to the sanctions set forth in HOME Regulations 24 CFR 92, if determined to be applicable by the County.
- H. The Lender shall comply with Conflict of Interest provisions in the procurement of property and services according to 24 CFR §85.36 and OMB Circular 110.
- I. The Lender shall provide certification of a second lien payable to Genesee County HOME Investment Trust.

EXHIBIT C

Exhibit C contains the following information:

Reimbursement Request Form
Lead Based Paint Visual Assessment Form
Genesee County Property Lien
Genesee County Subordination Policy
Deferred Payment Loan Promissory Note
HUD Approved Housing Counseling Agencies

**HOME INVESTMENT PARTNERSHIPS (HOME)
DOWNPAYMENT ASSISTANCE LOAN PROGRAM
REQUEST FOR FUNDS**

HOME Project # (for office use) _____
Bank Account # (for office use) _____

Name of Financial Institution: _____

Address: _____

Name of Homebuyer: _____

Property Address: _____

PAYMENT REQUEST	
Closing Cost:	_____
Down payment Assistance:	_____
Prepays:	_____
TOTAL REQUEST:	_____
Waived Fees:	_____
Origination:	_____

Lender must supply a copy of all required documents with the payment request:

- | | |
|---|---|
| <ul style="list-style-type: none"> • Purchase Agreement • Homebuyer Counseling Certificate for 8 hours • Appraisal • Good Faith Estimate • Loan application • Last two years of W-2 tax information | <ul style="list-style-type: none"> • Bank/Lender Approval letter • Verification of Employment (a current month of check stubs for employed members of the household) • Verification of income other than employment (child support, SSI, etc.) |
|---|---|

Prepared By: _____

Date: _____

Staff Approved: _____

Date: _____

Lead Based Paint Visual Assessment Form

Property Address _____

Please circle the correct response:

- 1. Was the dwelling unit built before 1978?
Yes No
- 2. Has a visual assessment been conducted of all paint surfaces to identify all of the deteriorated paint?
Yes No
- 3. Does paint stabilization need to occur?
Yes No
- 4. If so, when did the paint stabilization occur? Date: _____

I have identified and inspected all paint surfaces and have not identified any deteriorated paint surfaces in this dwelling unit.

Signature: _____ Date: _____
Section 8 Inspector

I have stabilized all deteriorated paint surfaces in this dwelling unit.

Signature: _____ Date: _____
Lead Based Paint Supervisor

I have completed a clearance test and have determined that the dwelling unit passes inspection

Signature: _____ Date: _____
Certified Inspector/Risk Assessor

**GENESEE COUNTY HOME INVESTMENT PARTNERSHIPS (HOME) PROGRAM
PROPERTY MORTGAGE LIEN**

This Mortgage LIEN is in conjunction with a HOME Investment Partnerships Act Down Payment Assistance Program repayable loan made by the Mortgagee for the exclusive purpose of assisting the Mortgagor with down payment and/or closing costs for property as described below.

WITNESSETH BY THIS INDENTURE, made this _____ day of _____, 2022,

By _____, a _____, _____, Michigan, _____, hereinafter referred to as the Mortgagor, hereby mortgages and warrants to Genesee County, through its Genesee County Metropolitan Planning Commission, Community Development Program, HOME Investment Trust Fund, Room 111, Genesee County Administration Building, 1101 Beach Street, Flint, Michigan 48502-1470, hereinafter referred to as Mortgagee, the following described lands and premises situated in the _____, County of Genesee and State of Michigan, viz:

Tax Parcel No.:

Legal Description:

Commonly known as:

Together with all tenements, hereditaments, and appurtenances now or hereinafter thereunto belonging, to secure the repayment of:

_____ (\$ _____)

with interest of zero percent (0%) per annum, payable according to the following terms of a promissory note of even date; and the Mortgagor further covenants:

- (1) The Genesee County HOME Investment Partnerships Act Down Payment Assistance Program will require an affordability period of 5 years beginning with the date of the Agreement.
- (2) That Mortgagor(s) will not sell, transfer, rent or otherwise alienate the above-described premises for a period of five (5) years from the date hereof. If Mortgagor(s) sells, transfers, rents or otherwise alienates the said premises, Mortgagor(s) shall be in default of this Mortgage and Loan Agreement and the full amount shall be due to Mortgagee.
- (3) In cases where the Mortgagor (Homebuyer) violates the terms and conditions of the mortgage and/or note, (e.g.) uses the property for rental purposes or the property is no longer the Mortgagor(s) principal residence, the entire amount of HOME financial assistance shall be due. In cases where the aforesaid property is foreclosed upon, the net proceeds, if any, from the foreclosure sale will be recaptured and deposited into the HOME Investment Trust Fund. The Mortgagee shall forgive and release Mortgagor from payment five (5) years from the date hereof.
- (4) Where net proceeds of the sale are insufficient for the Mortgagor (Homebuyer) to repay the full amount of this lien and the Homebuyers capital investments, the amount of funds to be recaptured will be based on the following:
 - i) If the sum of these investments plus the amount due the Mortgagee equals or is less than the net proceeds of sale, then the homebuyer would be allowed to recover his or her investment in the property first, with full remainder being paid to the Mortgagee.
 - ii) If the sum of these investments plus the amount due the Mortgagee exceeds the net proceeds of funds remaining to be paid back to the Mortgagee after payment of the first mortgage, the remainder will be paid back to the Mortgagee. The amount would be considered payment in full.
 - iii) If the sum of the investments plus the amount due the Mortgagee exceeds the net proceeds of sale, then the Homebuyer would be allowed to recover his or her investment in the property first. If there are no funds remaining to be paid back to the Mortgagee after payment of the first mortgage, such an amount would be considered payment in full.
 - iv) In all other cases, where the property's net proceeds either exceed the County's initial HOME investment, or where the title to the property is during the affordability period, Genesee County will require immediate payment of the lien note as a condition for release of any lien placed on the property.
- (5) Mortgagee acknowledges that there is a lien prior to this Property Lien. Genesee County Metropolitan Planning Commission, Community Development Program, acting in accordance with policies established by the Genesee County Board of Commissioners, is prohibited from subordinating its lien on a property assisted with Genesee County HOME Program down payment assistance, when that subordination will result in a situation where the total debt attached to the property exceeds 80% of that property's appraised value. (Attachment "a")
- (6) Mortgagor (Homebuyer) acknowledges that if he/she/they wish(es) to refinance the aforesaid property within the required period of affordability, the Mortgagor (Homebuyer) may do so if the refinance is for the sole purpose of reducing the mortgage interest rate, and not for obtaining property home equity proceeds through the refinance transaction. In the event that the County is asked to take an action on the disposition of this lien for any reason other than the original agreement, documentation shall be delivered by the Mortgagor (Homebuyer) to Genesee County Metropolitan Planning Commission, Community Development Program, requesting approval of the action. (Attachment "b").

Attachment "a"

ACKNOWLEDGEMENT
SUBORDINATION POLICY
Genesee County
HOME Investment Partnerships Program (HOME)

The Genesee County Metropolitan Planning Commission, Community Development Program, acting in accordance with policies established by the Genesee County Board of Commissioners, is prohibited from subordinating its lien on a property assisted with Genesee County HOME Program - Homebuyer Assistance funding, when that subordination will result in a situation where the total debt attached to the property exceeds 80% of that property's appraised value.

I fully understand and abide by all the provisions of this policy and acknowledge that these stated requirements were fully explained to me by the mortgage processor at the appointed time of closing.

Homebuyer Signature: _____

Mortgage Processor Signature: _____

Date: _____

Attachment "b"

In the event that the County is asked to take an action on the disposition of a HOME Investment Partnerships Program (HOME) lien for any reason other than the original agreement, then the following shall be delivered to the Genesee County Community Development Office:

A written request from the Mortgagor (Homebuyer), including an explanation why the action requested is both necessary and reasonable.
--

Documentation supporting the request must include:

- *A current title search (with taxes)
- *A current formal property appraisal
- *A summary statement of all outstanding indebtedness against the property
- *A copy of the subject purchase agreement, loan application, or mortgage commitment.

NOTE: **The total proposed indebtedness, including the mortgage/lien held by Genesee County, cannot exceed 80% of the appraised value. Cash out is not allowed. Genesee County will not subordinate in reverse mortgage transactions.**

Upon receipt of the above, a recommendation and request for action will be presented to the Director-Coordinator of the Genesee County Metropolitan Planning Commission. Please allow two weeks for processing.

If approved, there will be a \$50.00 processing fee to be paid upon pick up of the subordination document.

Should you have any questions regarding this memorandum, please contact Ms. Sheila Taylor at (810) 257-3010.

**GENESEE COUNTY
HOME INVESTMENT PARTNERSHIPS PROGRAM (HOME)
DOWN PAYMENT ASSISTANCE (DPA) PROGRAM**

DEFERRED PAYMENT LOAN PROMISSORY NOTE

Homeowner: _____

Address: _____

Amount: _____

FOR VALUE RECEIVED, the undersigned jointly and severally promise(s) to pay to the order of Genesee County, through its HOME Investment Trust Fund (hereinafter called the County) or its successors the sum of:

_____ (\$_____)

It is agreed and understood by the undersigned and the County that repayment of this loan is deferred while the undersigned remains the owner (in fee simple or as purchaser under land contract) and resides at the above property for a five (5) year period following the date of this agreement. Transfer of the ownership interest or cessation of residency by moving from the property within the five (5) years following this agreement, shall constitute a default of the deferment agreement and cause the full amount as prescribed below, to become due and payable. Failure of the County to exercise this option shall not constitute a waiver of the default.

Loan Amount: _____

IN THE EVENT the undersigned defaults in any of the terms of this Note, the principal amount of the Note shall become due and payable. The County, at its option, may prepare an alternative promissory note requiring monthly payments of principal under such conditions as it deems best.

The undersigned shall have the right to reject the alternative Note by paying the principal amount of this Note within 30 days of the default. Failure of the undersigned to pay the principal amount of this Note or to execute an alternative Note within 30 days of the default shall constitute a breach of this Note and the County may proceed to suit to recover on this Note.

IN THE EVENT of defaults in any of the terms of this grant agreement, the undersigned may also be required to pay costs of collection expenses, if any, including attorney's fees and legal expenses.

THIS NOTE is secured by a Mortgage Lien duly filed for record with the Register of Deeds, Genesee County, Michigan.

IN WITNESS WHEREOF, this Note has been duly executed by the undersigned as of this _____ day of _____, **2022**.

MORTGAGOR:

GENESEE COUNTY
DEREK BRADSHAW, DIRECTOR
GENESEE COUNTY METROPOLITAN PLANNING
COMMISSION

MORTGAGOR:

WITNESS

WITNESS

HUD Approved Housing Counseling Agencies in Genesee County, Michigan

Seniors seeking Home Equity Conversion Mortgage (HECM) counseling can contact the AARP Foundation Network of Expert HECM Counselors at: 1-800-209-8085.

GREENPATH DEBT SOLUTIONS

2222 S. Linden Rd. Ste. D

Flint, MI 48532

Toll-Free: (888) 860-4167

Website: www.greenpath.com

Type of Counseling:

- Financial Management/Budget Counseling
- Mortgage Delinquency and Default Resolution Counseling
- Non-Delinquency Post Purchase Workshops
- Pre-purchase Counseling
- Pre-purchase Homebuyer Education Workshops
- Rental Housing Counseling
- Services for Homeless Counseling

Affiliate of GREENPATH, INC.

METRO COMMUNITY DEVELOPMENT, INC.

1174 Robert T Longway Blvd,

Flint, MI 48503

Phone: (810) 767-4622

Website: www.metro-community.org

Type of Counseling:

- Fair Housing Pre-Purchase Education Workshops
- Financial, Budgeting and Credit Repair Workshops
- Home Improvement and Rehabilitation Counseling
- Mortgage Delinquency and Default Resolution Counseling
- Pre-Purchase Counseling
- Pre-Purchase Homebuyer Education Workshops
- Resolving/Preventing Mortgage Delinquency Workshops
- Services for Homeless Counseling

Affiliate of: HOUSING PARTNERSHIP NETWORK

MICHIGAN STATE HOUSING DEVELOPMENT AUTHORITY

735 E. Michigan Ave.

Lansing, MI 48909

Phone: (517) 373-6840

E-mail: MSHDA-Home-Ownership-PF@michigan.gov

Website: www.michigan.gov/mshda

Type of Counseling:

- Fair Housing Pre-Purchase Education Workshops
- Financial Management/Budget Counseling
- Mortgage Delinquency and Default Resolution Counseling
- Non-Delinquency Post Purchase Workshops
- Pre-Purchase Counseling
- Pre-Purchase Homebuyer Education Workshops
- Predatory Lending Education Workshops

GENESEE COUNTY HABITAT FOR HUMANITY

101 Burtons St,

Flint, MI 48503

Phone: (810) 766-9089

Website: www.geneseehabitat.org

Type of Counseling:

- Pre-Purchase Counseling
- Pre-Purchase Homebuyer Education Workshops
- Fair Housing Pre-Purchase Education Workshops

EXHIBIT D

Exhibit D contains the following information:

Income Chart (as example only, income limits may change)
Maximum Purchase Price Limits

FY 2022 MEDIAN FAMILY INCOME FOR FLINT AND GENESEE COUNTY -- \$71,600

MAXIMUM INCOME LIMITS

Household Size	30% Extremely Low Income	50% Very Low Income	60% Low Income	80% Moderate Income
One Person	\$15,050	\$25,100	\$30,120	\$40,150
Two Person	\$18,310	\$28,650	\$34,380	\$45,850
Three Person	\$23,030	\$32,250	\$38,700	\$51,600
Four Person	\$27,750	\$35,800	\$42,960	\$57,300
Five Person	\$32,470	\$38,700	\$46,440	\$61,900
Six Person	\$37,190	\$41,550	\$49,860	\$66,500
Seven Person	\$41,910	\$44,400	\$53,280	\$71,100
Eight Person	\$46,630	\$47,300	\$56,760	\$75,650

FHA Mortgage Limits - Genesee County, Michigan

The following table is an Example of Current FHA Mortgage Limits for Genesee County, Michigan and is provided only as an example. Mortgage limits are constantly updated. Please refer to HUD's website for current FHA Mortgage Limits.

Mortgage Maximums Last Revised as of November 18, 2021

County Name	State	One-Family	Two-Family	Three-Family	Four-Family
GENESEE	MI	\$420,680	\$538,650	\$651,050	\$809,150

AGREEMENT
FOR
Home Investment Partnerships Program (HOME) Down Payment Assistance

THIS AGREEMENT entered into this _____ day of _____, 2022, between the County of Genesee, A MUNICIPAL CORPORATION, acting by and through its Community Development Program, located at Room 111, County Administration Building, 1101 Beach Street Flint, Michigan 48502-1470, hereinafter referred to as the "County" and **Ross Mortgage Corporation**, located at 2075 W. Big Beaver Road Suite 700, Troy, MI, 48084, hereinafter, referred to as the "Lender."

WITNESSETH:

WHEREAS, the County has applied for and received funds from the U.S. Department of Housing and Urban Development ("HUD"), under Title II of the Cranston-Gonzalez National Affordable Housing Act of 1990, as amended (the "Act"), and hereby offers financial assistance to eligible homebuyers to acquire affordable homes in accordance with the requirements of Section 24, Code of Federal Regulations (CFR), under Home Investment Partnerships (HOME) Program, as set forth in Parts 91 and 92; and

WHEREAS, the purpose of the County HOME Program is to assist very low, low and moderate income families achieve homeownership; and

WHEREAS, the HOME Program promotes the development and strengthening of partnerships between the County and local financial institutions; and

WHEREAS, the Lender is a primary home mortgage lender, and the County and Lender desire to expand the availability of decent, safe, sanitary and affordable housing for very low, low and moderate income families by coordinating their activities under the methods and procedures set forth herein; and

WHEREAS, the Lender agrees that the terms and conditions set forth herein are a reasonable and appropriate means to assure the use of funds in compliance with the Act, the Authority's General Rules, the provisions of 24 CFR Parts 91 and 92; and

WHEREAS, the above stated objectives of the County HOME Program are consistent with objectives of the Lender, the two parties have therefore, entered into this agreement for the purpose of providing down payment assistance to qualified homebuyers.

NOW, THEREFORE, the County agrees to provide the Lender a maximum of five thousand dollars (\$5,000) for each eligible homebuyer, for the purposes incorporated herein; and in consideration of the mutual covenants and promises set forth herein, the parties hereto agree as follows:

1. The Lender agrees to implement the HOME Program, more specifically described in Exhibit "A," attached hereto and incorporated herein, subject to limitations set forth therein and terms and conditions set forth in 24 CFR Parts 91 and 92. (Exhibit "B")
2. The Lender agrees to conduct marketing outreach of the HOME Program to low income families; residents and tenants of public housing and manufactured housing and mobile home park tenants; and families receiving assistance from public housing agencies.
3. The Lender agrees to determine eligibility and underwrite the Loan Application Package and shall forward to the County HOME Program and to the potential homebuyer, written notice of loan approval. Also, the Lender agrees to contact Genesee County to determine the availability of funds remaining in the HOME Program prior to final loan approval.
4. The lender agrees to provide certification that all homes to be assisted with HOME Program funds have been inspected by a licensed appraiser. Genesee will complete a certified Housing Quality Standards inspection and certify that the home meets Housing Quality Standards, upon the execution of the purchase agreement and payment of mortgage application fee.
5. The Lender agrees to provide each homebuyer with referrals to HUD approved Housing

Counseling Agencies and to provide the County with referral documentation. (Exhibit "C")

6. The Lender agrees to process, document, and fund Buyer's first mortgage for the Program in all cases where Loan Application Packages have been approved by the Lender, according to all applicable laws, regulations, and Lender policies and procedures.
7. The Lender agrees to assure the signing of a second mortgage/lien in the amount of the HOME assistance, payable to the Genesee County HOME Investment Trust fund by way of the closing agent.
8. The County agrees that the second mortgage shall be subordinate to the mortgage/lien of the Lender.
9. In the event that the home is sold or that the owner ceases using the home as his/her principal residence, the owner understands, pursuant to agreement, that he would be responsible to pay the HOME Program consideration which he received, to the Genesee County HOME Investment Trust Fund. This shall be enforced with the use of a lien.
10. The Lender agrees to submit documents to include: certification of client income; loan application 1003; Closing Disclosure; property appraisal; along with request to the County for payment of the DPA at a minimum of 14 days prior to the loan closing. Upon receipt of all required documentation, the County agrees to prepare a payment and second mortgage documents that will be provided for the loan closing.
11. The County agrees to subsidize an amount up to five-thousand dollars (\$5,000) per approved mortgage, said sum to be used for down payment; prepaid taxes and insurance; interest rate buy down to qualifying homebuyer; and/or closing costs based on available HOME funds.
12. The County agrees to immediately notify the Lender upon exhaustion of available HOME funds.
13. The County assumes no credit risk for any loan made under the Program and shall not be liable or responsible in any manner for repayment of a loan in the event of a borrower's default on the promissory note with the Lender.
14. The term of this Agreement shall be for three years from the Genesee County Board of Commissioners approval date. This Agreement may be amended, so long as such amendment is in writing and agreed upon by both Genesee County and Lender.
15. This contract may be terminated by the County for reasons of diminution of funds, or any reason related to changing the objectives of the Genesee County Metropolitan Planning Commission, the HOME Program, or the Lender, by giving the other party fourteen (14) days prior notice of the effective date of termination. Further costs and liabilities associated with this Agreement will no longer be incurred on or after that effective date of termination.
16. The Lender shall assure that homebuyer does not exceed 80% of the current Flint and Genesee County median family income, pursuant to 24 CFR Parts 91 and 92.2. (Exhibit "D").
17. This agreement shall be governed by the laws of the State of Michigan.

ROSS MORTGAGE CORPORATION

GENESEE COUNTY

Date

Date

By: _____
Name:
Title:
ROSS MORTGAGE CORPORATION

By: _____
Derek Bradshaw
Director
Genesee County Metropolitan Planning
Commission

Witness

Witness

By: _____
Domonique Clemons, Chairperson
Genesee County Board of Commissioners

Witness

NOTARY FOR THE COUNTY OF GENESEE

State of Michigan)
 §
County of Genesee)

On this _____ day of _____ 2022, before me a Notary Public in and for said County, personally appeared **Derek Bradshaw, Director**, who being by me sworn, did acknowledge and say that he is authorized to sign this agreement.

PRINTED NAME OF NOTARY
Notary Public, State of Michigan
County of Genesee
My Commission Expires:
Date Notarial Act Performed: _____

NOTARY FOR ROSS MORTGAGE CORPORATION

State of _____)
 §
County of _____)

On this _____ day of _____ 2022, before me a notary public in and for said County, personally appeared _____ who being by me sworn, did acknowledge and say that he/she is authorized to sign this agreement.

PRINTED NAME OF NOTARY: _____
Notary Public, State of Michigan, County of _____
My Commission Expires: _____
Date Notarial Act Performed: _____

EXHIBIT A

A maximum of five thousand dollars \$5,000 per approved mortgage, in HOME Program funds may be available to the Lender to assist eligible buyers to purchase eligible homes. Additional funds may be made available upon request by lender and concurrence of County. The criteria are as follows:

1. PROGRAM ELIGIBILITY

Homebuyers eligible for assistance under the Program covered by this Agreement shall:

- Have an annual household income based on household size not to exceed 80% of the current median family income for Genesee County.

2. PROPERTY ELIGIBILITY

Property eligible for assistance under the Program covered by this Agreement shall:

- Be single family housing to include: one to four family residences; condominium units; cooperative units; combination of housing and lots or manufactured housing lots located in Genesee County outside the Cities of Clio, Davison, Flint and the Villages of Lennon and Otter Lake
- Be the principal residence of the homebuyer
- Have a value not to exceed 95% of Genesee County's current median purchase price as established by HUD based on Section 203(b) Single Family Mortgage Limits. (Exhibit "D")
- Meet the Housing Quality Standards as set forth in 24 CFR Part 91 and 92.251
- Pass a lead-based paint visual assessment

3. PROJECT COSTS

The County subsidy may be used for the following eligible costs:

- (1) Acquisition costs - The cost of acquiring single family housing.
- (2) Related soft costs - Reasonable and necessary costs incurred by the homebuyer or participating jurisdiction and associated with the financing of single family housing acquisition and rehabilitation. These costs include, but are not limited to:
 - (i) Costs to process and settle the financing for purchase of a home, such as private lender origination fees, credit report fees, fees for title evidence, fees for recordation and filing of legal documents, attorney fees, and private appraisal fees.
 - (ii) Architectural, engineering, or related professional services required to prepare plans, drawings, specifications, or work write-ups.
 - (iii) Costs to provide information services, such as fair housing information to prospective homeowners.
 - (iv) Staff and overhead costs directly related to carrying out the project, such as work specifications preparation, loan processing inspections, and other services related to assisting a potential homebuyer (e.g. housing counseling), which may be charged to project costs only if the individual purchases single family housing with HOME assistance.
 - (v) Costs of environmental review and release of funds (in accordance with 24 CFR part 58) that are directly related to the project.
 - (vi) Ineligible costs - HOME funds under this Agreement may not be used for the development costs (hard costs or soft costs) of new construction of housing for rental purpose.

EXHIBIT B

HOME INVESTMENT PARTNERSHIPS PROGRAM (HOME) FEDERAL REQUIREMENTS

The Lender hereby assures and certifies compliance with the statutes, rules, regulations, and guidelines associated with the acceptance and use of funds under the HOME Investment Partnerships Program (HOME) as implemented pursuant to the regulations contained in 24 CFR Parts 91 and 92. The Genesee County Metropolitan Planning Commission through the Community Development Program, is administering this Program on behalf of the County of Genesee. These certifications and assurances shall include the following:

- A. The Lender shall use HOME Program funds for activities and costs defined as "such" under 24 CFR Part 92.602. (Exhibit "A")
- B. The Lender shall comply with the requirements of Executive Order 11063 24 CFR 107: 24 CFR 1 and 24 CFR 100 relating to Equal Opportunity in Housing, Fair Housing, and pertaining to the Title VI Civil Rights Act of 1964 regarding nondiscrimination in Federal programs.
- C. The Lender shall assure that the value of the property shall not exceed 95% of Genesee County's current Median purchase price as established by HUD based on Section 203(b) Single Family Mortgage Limits and pursuant to 24 CFR Parts 91 and §92.254. (Exhibit "D")
- D. The Lender shall assure that the property purchased is the owner's principal residence pursuant to 24 CFR Parts 91 and §92.254.
- E. The Lender shall provide certification that the property meets the Housing Quality Standard as set forth in 24 CFR Parts 91 and §92.251, pursuant to an inspection by Genesee County.
- F. The Lender shall assure that housing assisted with HOME funds meet affordability requirements contained in 24 CFR §92.254(a) and (c).
- G. The Lender acknowledges and agrees that it shall be subject to the sanctions set forth in HOME Regulations 24 CFR 92, if determined to be applicable by the County.
- H. The Lender shall comply with Conflict of Interest provisions in the procurement of property and services according to 24 CFR §85.36 and OMB Circular 110.
- I. The Lender shall provide certification of a second lien payable to Genesee County HOME Investment Trust.

EXHIBIT C

Exhibit C contains the following information:

Reimbursement Request Form
Lead Based Paint Visual Assessment Form
Genesee County Property Lien
Genesee County Subordination Policy
Deferred Payment Loan Promissory Note
HUD Approved Housing Counseling Agencies

**HOME INVESTMENT PARTNERSHIPS (HOME)
DOWNPAYMENT ASSISTANCE LOAN PROGRAM
REQUEST FOR FUNDS**

HOME Project # (for office use) _____
Bank Account # (for office use) _____

Name of Financial Institution: _____

Address: _____

Name of Homebuyer: _____

Property Address: _____

PAYMENT REQUEST	
Closing Cost:	_____
Down payment Assistance:	_____
Prepays:	_____
TOTAL REQUEST:	_____
Waived Fees:	_____
Origination:	_____

Lender must supply a copy of all required documents with the payment request:

- | | |
|---|---|
| <ul style="list-style-type: none"> • Purchase Agreement • Homebuyer Counseling Certificate for 8 hours • Appraisal • Good Faith Estimate • Loan application • Last two years of W-2 tax information | <ul style="list-style-type: none"> • Bank/Lender Approval letter • Verification of Employment (a current month of check stubs for employed members of the household) • Verification of income other than employment (child support, SSI, etc.) |
|---|---|

Prepared By: _____

Date: _____

Staff Approved: _____

Date: _____

Lead Based Paint Visual Assessment Form

Property Address _____

Please circle the correct response:

- 1. Was the dwelling unit built before 1978?
Yes No
- 2. Has a visual assessment been conducted of all paint surfaces to identify all of the deteriorated paint?
Yes No
- 3. Does paint stabilization need to occur?
Yes No
- 4. If so, when did the paint stabilization occur? Date: _____

I have identified and inspected all paint surfaces and have not identified any deteriorated paint surfaces in this dwelling unit.

Signature: _____ Date: _____
Section 8 Inspector

I have stabilized all deteriorated paint surfaces in this dwelling unit.

Signature: _____ Date: _____
Lead Based Paint Supervisor

I have completed a clearance test and have determined that the dwelling unit passes inspection

Signature: _____ Date: _____
Certified Inspector/Risk Assessor

**GENESEE COUNTY HOME INVESTMENT PARTNERSHIPS (HOME) PROGRAM
PROPERTY MORTGAGE LIEN**

This Mortgage LIEN is in conjunction with a HOME Investment Partnerships Act Down Payment Assistance Program repayable loan made by the Mortgagee for the exclusive purpose of assisting the Mortgagor with down payment and/or closing costs for property as described below.

WITNESSETH BY THIS INDENTURE, made this ____ day of _____, 2022,

By _____, a _____, _____, Michigan, _____, hereinafter referred to as the Mortgagor, hereby mortgages and warrants to Genesee County, through its Genesee County Metropolitan Planning Commission, Community Development Program, HOME Investment Trust Fund, Room 111, Genesee County Administration Building, 1101 Beach Street, Flint, Michigan 48502-1470, hereinafter referred to as Mortgagee, the following described lands and premises situated in the _____, County of Genesee and State of Michigan, viz:

Tax Parcel No.:

Legal Description:

Commonly known as:

Together with all tenements, hereditaments, and appurtenances now or hereinafter thereunto belonging, to secure the repayment of:

_____ (\$ _____)

with interest of zero percent (0%) per annum, payable according to the following terms of a promissory note of even date; and the Mortgagor further covenants:

- (1) The Genesee County HOME Investment Partnerships Act Down Payment Assistance Program will require an affordability period of 5 years beginning with the date of the Agreement.
- (2) That Mortgagor(s) will not sell, transfer, rent or otherwise alienate the above-described premises for a period of five (5) years from the date hereof. If Mortgagor(s) sells, transfers, rents or otherwise alienates the said premises, Mortgagor(s) shall be in default of this Mortgage and Loan Agreement and the full amount shall be due to Mortgagee.
- (3) In cases where the Mortgagor (Homebuyer) violates the terms and conditions of the mortgage and/or note, (e.g.) uses the property for rental purposes or the property is no longer the Mortgagor(s) principal residence, the entire amount of HOME financial assistance shall be due. In cases where the aforesaid property is foreclosed upon, the net proceeds, if any, from the foreclosure sale will be recaptured and deposited into the HOME Investment Trust Fund. The Mortgagee shall forgive and release Mortgagor from payment five (5) years from the date hereof.
- (4) Where net proceeds of the sale are insufficient for the Mortgagor (Homebuyer) to repay the full amount of this lien and the Homebuyers capital investments, the amount of funds to be recaptured will be based on the following:
 - i) If the sum of these investments plus the amount due the Mortgagee equals or is less than the net proceeds of sale, then the homebuyer would be allowed to recover his or her investment in the property first, with full remainder being paid to the Mortgagee.
 - ii) If the sum of these investments plus the amount due the Mortgagee exceeds the net proceeds of funds remaining to be paid back to the Mortgagee after payment of the first mortgage, the remainder will be paid back to the Mortgagee. The amount would be considered payment in full.
 - iii) If the sum of the investments plus the amount due the Mortgagee exceeds the net proceeds of sale, then the Homebuyer would be allowed to recover his or her investment in the property first. If there are no funds remaining to be paid back to the Mortgagee after payment of the first mortgage, such an amount would be considered payment in full.
 - iv) In all other cases, where the property's net proceeds either exceed the County's initial HOME investment, or where the title to the property is during the affordability period, Genesee County will require immediate payment of the lien note as a condition for release of any lien placed on the property.
- (5) Mortgagee acknowledges that there is a lien prior to this Property Lien. Genesee County Metropolitan Planning Commission, Community Development Program, acting in accordance with policies established by the Genesee County Board of Commissioners, is prohibited from subordinating its lien on a property assisted with Genesee County HOME Program down payment assistance, when that subordination will result in a situation where the total debt attached to the property exceeds 80% of that property's appraised value. (Attachment "a")
- (6) Mortgagor (Homebuyer) acknowledges that if he/she/they wish(es) to refinance the aforesaid property within the required period of affordability, the Mortgagor (Homebuyer) may do so if the refinance is for the sole purpose of reducing the mortgage interest rate, and not for obtaining property home equity proceeds through the refinance transaction. In the event that the County is asked to take an action on the disposition of this lien for any reason other than the original agreement, documentation shall be delivered by the Mortgagor (Homebuyer) to Genesee County Metropolitan Planning Commission, Community Development Program, requesting approval of the action. (Attachment "b").

Attachment "a"

ACKNOWLEDGEMENT

**SUBORDINATION POLICY
Genesee County
HOME Investment Partnerships Program (HOME)**

The Genesee County Metropolitan Planning Commission, Community Development Program, acting in accordance with policies established by the Genesee County Board of Commissioners, is prohibited from subordinating its lien on a property assisted with Genesee County HOME Program - Homebuyer Assistance funding, when that subordination will result in a situation where the total debt attached to the property exceeds 80% of that property's appraised value.

I fully understand and abide by all the provisions of this policy and acknowledge that these stated requirements were fully explained to me by the mortgage processor at the appointed time of closing.

Homebuyer Signature: _____

Mortgage Processor Signature: _____

Date: _____

Attachment "b"

In the event that the County is asked to take an action on the disposition of a HOME Investment Partnerships Program (HOME) lien for any reason other than the original agreement, then the following shall be delivered to the Genesee County Community Development Office:

<p>A written request from the Mortgagor (Homebuyer), including an explanation why the action requested is both necessary and reasonable.</p>

Documentation supporting the request must include:

- *A current title search (with taxes)
- *A current formal property appraisal
- *A summary statement of all outstanding indebtedness against the property
- *A copy of the subject purchase agreement, loan application, or mortgage commitment.

NOTE: The total proposed indebtedness, including the mortgage/lien held by Genesee County, cannot exceed 80% of the appraised value. Cash out is not allowed. Genesee County will not subordinate in reverse mortgage transactions.

Upon receipt of the above, a recommendation and request for action will be presented to the Director-Coordinator of the Genesee County Metropolitan Planning Commission. Please allow two weeks for processing.

If approved, there will be a \$50.00 processing fee to be paid upon pick up of the subordination document.

Should you have any questions regarding this memorandum, please contact Anthony Kelly at (810) 257-3010.

**GENESEE COUNTY
HOME INVESTMENT PARTNERSHIPS PROGRAM (HOME)
DOWN PAYMENT ASSISTANCE (DPA) PROGRAM**

DEFERRED PAYMENT LOAN PROMISSORY NOTE

Homeowner: _____

Address: _____

Amount: _____

FOR VALUE RECEIVED, the undersigned jointly and severally promise(s) to pay to the order of Genesee County, through its HOME Investment Trust Fund (hereinafter called the County) or its successors the sum of:

_____ (\$_____)

It is agreed and understood by the undersigned and the County that repayment of this loan is deferred while the undersigned remains the owner (in fee simple or as purchaser under land contract) and resides at the above property for a five (5) year period following the date of this agreement. Transfer of the ownership interest or cessation of residency by moving from the property within the five (5) years following this agreement, shall constitute a default of the deferment agreement and cause the full amount as prescribed below, to become due and payable. Failure of the County to exercise this option shall not constitute a waiver of the default.

Loan Amount: _____

IN THE EVENT the undersigned defaults in any of the terms of this Note, the principal amount of the Note shall become due and payable. The County, at its option, may prepare an alternative promissory note requiring monthly payments of principal under such conditions as it deems best.

The undersigned shall have the right to reject the alternative Note by paying the principal amount of this Note within 30 days of the default. Failure of the undersigned to pay the principal amount of this Note or to execute an alternative Note within 30 days of the default shall constitute a breach of this Note and the County may proceed to suit to recover on this Note.

IN THE EVENT of defaults in any of the terms of this grant agreement, the undersigned may also be required to pay costs of collection expenses, if any, including attorney's fees and legal expenses.

THIS NOTE is secured by a Mortgage Lien duly filed for record with the Register of Deeds, Genesee County, Michigan.

IN WITNESS WHEREOF, this Note has been duly executed by the undersigned as of this _____ day of _____, 2022.

MORTGAGOR:

GENESEE COUNTY
DEREK BRADSHAW, DIRECTOR
GENESEE COUNTY METROPOLITAN PLANNING
COMMISSION

MORTGAGOR:

WITNESS

WITNESS

HUD Approved Housing Counseling Agencies in Genesee County, Michigan

Seniors seeking Home Equity Conversion Mortgage (HECM) counseling can contact the AARP Foundation Network of Expert HECM Counselors at: 1-800-209-8085.

GREENPATH DEBT SOLUTIONS

2222 S. Linden Rd. Ste. D

Flint, MI 48532

Toll-Free: (888) 860-4167

Website: www.greenpath.com

Type of Counseling:

- Financial Management/Budget Counseling
- Mortgage Delinquency and Default Resolution Counseling
- Non-Delinquency Post Purchase Workshops
- Pre-purchase Counseling
- Pre-purchase Homebuyer Education Workshops
- Rental Housing Counseling
- Services for Homeless Counseling

Affiliate of GREENPATH, INC.

METRO COMMUNITY DEVELOPMENT, INC.

1174 Robert T Longway Blvd,

Flint, MI 48503

Phone: (810) 767-4622

Website: www.metro-community.org

Type of Counseling:

- Fair Housing Pre-Purchase Education Workshops
- Financial, Budgeting and Credit Repair Workshops
- Home Improvement and Rehabilitation Counseling
- Mortgage Delinquency and Default Resolution Counseling
- Pre-Purchase Counseling
- Pre-Purchase Homebuyer Education Workshops
- Resolving/Preventing Mortgage Delinquency Workshops
- Services for Homeless Counseling

Affiliate of: HOUSING PARTNERSHIP NETWORK

MICHIGAN STATE HOUSING DEVELOPMENT AUTHORITY

735 E. Michigan Ave.

Lansing, MI 48909

Phone: (517) 373-6840

E-mail: MSHDA-Home-Ownership-PF@michigan.gov

Website: www.michigan.gov/mshda

Type of Counseling:

- Fair Housing Pre-Purchase Education Workshops
- Financial Management/Budget Counseling
- Mortgage Delinquency and Default Resolution Counseling
- Non-Delinquency Post Purchase Workshops
- Pre-Purchase Counseling
- Pre-Purchase Homebuyer Education Workshops
- Predatory Lending Education Workshops

GENESEE COUNTY HABITAT FOR HUMANITY

101 Burtons St,

Flint, MI 48503

Phone: (810) 766-9089

Website: www.geneseehabitat.org

Type of Counseling:

- Pre-Purchase Counseling
- Pre-Purchase Homebuyer Education Workshops
- Fair Housing Pre-Purchase Education Workshops

EXHIBIT D

Exhibit D contains the following information:

Income Chart (as example only, income limits may change)
Maximum Purchase Price Limits

FY 2022 MEDIAN FAMILY INCOME FOR FLINT AND GENESEE COUNTY -- \$71,600

MAXIMUM INCOME LIMITS

Household Size	30% Extremely Low Income	50% Very Low Income	60% Low Income	80% Moderate Income
One Person	\$15,050	\$25,100	\$30,120	\$40,150
Two Person	\$18,310	\$28,650	\$34,380	\$45,850
Three Person	\$23,030	\$32,250	\$38,700	\$51,600
Four Person	\$27,750	\$35,800	\$42,960	\$57,300
Five Person	\$32,470	\$38,700	\$46,440	\$61,900
Six Person	\$37,190	\$41,550	\$49,860	\$66,500
Seven Person	\$41,910	\$44,400	\$53,280	\$71,100
Eight Person	\$46,630	\$47,300	\$56,760	\$75,650

FHA Mortgage Limits - Genesee County, Michigan

The following table is an Example of Current FHA Mortgage Limits for Genesee County, Michigan and is provided only as an example. Mortgage limits are constantly updated. Please refer to HUD's website for current FHA Mortgage Limits.

Mortgage Maximums Last Revised as of November 18, 2021

County Name	State	One-Family	Two-Family	Three-Family	Four-Family
GENESEEE	MI	\$420,680	\$538,650	\$651,050	\$809,150

AGREEMENT
FOR
Neighborhood Stabilization Program 1 and 3 (NSP1 and NSP3) and Neighborhood Purchase
Rehab Resale Program (NPRR) Participating Lender Down Payment and Gap Financing
Assistance

THIS AGREEMENT entered into this _____ day of _____, 2022, between the County of Genesee, A MUNICIPAL CORPORATION, acting by and through its Community Development Program, located at Room 111, County Administration Building, 1101 Beach Street Flint, Michigan 48502-1470, hereinafter referred to as the "County" and Fifth Third Bank, located at 12900 S. Saginaw Street, Grand Blanc, MI 48439 with headquarters located at 1000 Town Center Drive, Suite 1300, Southfield, MI 48075, hereinafter, referred to as the "Lender."

WITNESSETH:

WHEREAS, the County was awarded funds from the U.S. Department of Housing and Urban Development (HUD), under Title III of Division B of the Housing and Economic Recovery Act of 2008 and under Section 2301 (b) of the Housing and Economic Recovery Act of 2008, as amended, and an additional allocation of funds provided under Section 1497 of the Wall Street Reform and Consumer Protection Act of 2010 for additional assistance in accordance with the second undesignated paragraph under the heading 'Community Planning and Development – Community Development Fund' in Title XII of Division A of the American Recovery and Reinvestment Act of 2009, as amended (together the "Acts"), and hereby offers financial assistance to eligible homebuyers to acquire Genesee County Neighborhood Stabilization Program or Neighborhood Purchase Rehab Resale Program assisted homes in accordance with the requirements of the HOME Investment Partnerships (HOME) Program Section 24, Code of Federal Regulations (CFR), as set forth in Parts 91 and 92; and Community Development Block Grant program and

WHEREAS, GCMPC has submitted an amendment to the Genesee County 2008 Annual Action Plan to the Department of Housing and Urban Development for funding under the NSP1; and

WHEREAS, GCMPC has submitted an amendment to the Genesee County 2010 Annual Action Plan to the Department of Housing and Urban Development for funding under the NSP3. GCMPC will act as the administrator of the Genesee County NSP/NPRR funding; and

WHEREAS GCMPC has submitted the NPRR program to the Department of Housing and Urban Development for funding under the Community Development Block Grant program as part of the annual action plan; and

WHEREAS, the NSP/NPRR assists very low, low, moderate and/or middle income households achieve homeownership;

WHEREAS, the Lender is a primary home mortgage lender, and the County and Lender desire to expand the availability of decent, safe, sanitary and affordable housing for very low, low, moderate and middle income families by coordinating their activities under the methods and procedures set forth herein; and

WHEREAS, the Lender agrees that the terms and conditions set forth herein are a reasonable and appropriate means to assure the use of funds in compliance with the Acts, the Authority's General Rules, the provisions of the HOME Program, of 24 CFR Parts 91 and 92; and

WHEREAS, the above stated objectives of the County NSP/NPRR are consistent with objectives of the Lender, the two parties have therefore, entered into this agreement for the purpose of providing down payment and closing cost assistance to qualified homebuyers.

NOW, THEREFORE, the County agrees to provide the Lender a maximum of five thousand dollars (\$5,000) for each eligible very low, low, moderate and middle income homebuyer, and/or up to \$25,000 in gap financing for eligible homebuyers for the purposes incorporated herein; and in consideration of the mutual covenants and promises set forth herein, the parties hereto agree as follows:

1. The Lender agrees to implement the NSP/NPRR, more specifically described in Exhibit A, attached hereto and incorporated herein, subject to limitations set forth therein and terms and conditions set forth in 24 CFR Parts 91 and 92. (Exhibit B)

2. The Lender agrees to conduct marketing outreach of the NSP/NPRR to low-income families; residents and tenants of public housing and manufactured housing and mobile home park tenants; and families receiving assistance from public housing agencies.
3. The Lender agrees to determine program and income eligibility and underwrite the Loan Application Package and shall forward to the County NSP/NPRR and to the potential homebuyer, written notice of loan approval.
4. The Lender agrees to provide certification that all homes to be assisted with NSP/NPRR funds have been inspected by a licensed appraiser prior to the execution of the purchase agreement and payment of mortgage application fee.
5. The Lender agrees to provide each homebuyer with referrals to HUD approved Housing Counseling Agencies and to provide the County with referral documentation. (Exhibit C)
6. The Lender agrees to process, document, and fund Buyer's mortgages for the Program in all cases where Loan Application Packages have been approved by the Lender, according to all applicable laws, regulations, and Lender policies and procedures.
7. The Lender agrees to assure the signing of a second, and where gap financing is provided a third, mortgage/lien and a promissory note in the amount of the NSP/NPRR assistance, payable to the Genesee County Community Development Program. (Exhibit C)
8. The County agrees that the second, and where applicable third, mortgage shall be subordinate to the mortgage/lien of the Lender.
9. In the event that the home is sold or that the owner ceases using the home as his/her principal residence, the owner understands, pursuant to agreement, that he would be responsible to pay the NSP/NPRR consideration which he received, to the Genesee County Community Development Program. This shall be enforced with the use of a 15 year forgivable lien.
10. The Lender agrees to submit documents to include: certification of client income, property appraisal and funding request form. Upon receipt of all required documentation, the County agrees to prepare an approval letter stating the homebuyer is eligible for assistance. (Exhibit C)
11. The County agrees to subsidize an amount up to five-thousand dollars (\$5,000) for each eligible very low, low, moderate and middle income household, per approved mortgage in NSP/NPRR down payment and closing cost assistance. Said sum to be used for up to 50% of the required down payment; prepaid taxes and insurance; interest rate buy down to qualifying homebuyer; and/or closing costs based on available NSP/NPRR funds. The County agrees to subsidize an amount up to twenty-five thousand dollars (\$25,000) for each eligible very low, low, moderate and middle income household per approved mortgage. Said sum to be used to provide financing to assist households which may not qualify for a loan amount which will allow the household to purchase a NSP/NPRR assisted home. Exact amounts of subsidy will be determined by the County.
12. The Lender acknowledges and agrees to witness the homebuyer's signature on Genesee County's Subordination Policy. (Exhibit C)
13. The County agrees to immediately notify the Lender upon exhaustion of available NSP/NPRR funds.
14. The County assumes no credit risk for any loan made under the Program and shall not be liable or responsible in any manner for repayment of a loan in the event of a borrower's default on the promissory note with the Lender.
15. The term of this Agreement shall be for three years from the Genesee County Board of Commissioners approval date. This Agreement may be amended, so long as such amendment is in writing and agreed upon by both Genesee County and Lender.
16. This contract may be terminated by the County for reasons of diminution of funds, or any reason related to changing the objectives of the Genesee County Metropolitan Planning Commission, the NSP/NPRR, or the Lender, by giving the other party fourteen (14) days prior notice of the effective date of termination. Further costs and liabilities associated with this Agreement will no longer be incurred on or after that effective date of termination.

17. The Lender shall assure that homebuyer does not exceed 120% of the current Flint and Genesee County median family income for NSP and 80% for NPRR. (Exhibit D)
18. The Lender acknowledges and agrees to the FHA Mortgage Limits. (Exhibit D)
19. This agreement shall be governed by the laws of the State of Michigan.

[SIGNATURE PAGE FOLLOWS]

Fifth Third Bank

GENESEE COUNTY

Date

Date

By: _____
Name:
Title:
Fifth Third Bank

By: _____
Derek Bradshaw
Director
Genesee County Metropolitan Planning
Commission

Witness

Witness

By: _____
Domonique Clemons, Chairperson
Genesee County Board of Commissioners

Witness

NOTARY FOR THE COUNTY OF GENESEE

State of Michigan)
§
County of Genesee)

On this _____ day of _____ 2022, before me a Notary Public in and for said County, personally appeared **Derek Bradshaw, Director**, who being by me sworn, did acknowledge and say that he is authorized to sign this agreement.

PRINTED NAME OF NOTARY
Notary Public, State of Michigan
County of Genesee
My Commission Expires:
Date Notarial Act Performed: _____

NOTARY FOR Fifth Third Bank

State of _____)
§
County of _____)

On this _____ day of _____ 2022, before me a notary public in and for said County, personally appeared _____ who being by me sworn, did acknowledge and say that he/she is authorized to sign this agreement.

PRINTED NAME OF NOTARY: _____
Notary Public, State of Michigan, County of _____
My Commission Expires: _____
Date Notarial Act Performed: _____

EXHIBIT A

A maximum of five thousand dollars (\$5,000) per approved mortgage for each eligible very-low low-, moderate- and middle-income household, in NSP/NPRR funds may be available to the Lender to assist eligible buyers to purchase eligible homes. Additional funds may be made available upon request by lender and concurrence of County. The criteria are as follows:

1. PROGRAM ELIGIBILITY

Homebuyers eligible for assistance under the Program covered by this Agreement shall:

- Have an annual household income based on household size not to exceed 120% of the current median family income for Genesee County.

2. PROPERTY ELIGIBILITY

Property eligible for assistance under the Program covered by this Agreement shall:

- Have been, or will be, rehabilitated using Genesee County NSP/NPRR funds.
- Be the principal residence of the homebuyer.
- Meet the Housing Quality Standards as set forth in 24 CFR Part 91 and 92.251

3. PROJECT COSTS

The County subsidy may be used for the following eligible costs:

- (1) Acquisition costs - The cost of acquiring single family housing.
- (2) Related soft costs - Reasonable and necessary costs incurred by the homebuyer and associated with the financing of single family housing acquisition and rehabilitation. These costs include, but not limited to:
 - (i) Costs to process and settle the financing for purchase of a home, such as private lender origination fees, credit report fees, fees for title evidence, fees for recordation and filing of legal documents, attorney fees, and private appraisal fees.
 - (ii) Ineligible costs – NSP/NPRR funds under this Agreement may not be used for the development costs (hard costs or soft costs) of new construction of housing for rental purpose.

EXHIBIT B

NEIGHBORHOOD STABILIZATION PROGRAM & NEIGHBORHOOD PURCHASE REHAB RESALE PROGRAM FEDERAL REQUIREMENTS

The Lender hereby assures and certifies compliance with the statutes, rules, regulations, and guidelines associated with the acceptance and use of funds under the NSP/NPRR as implemented pursuant to the HOME regulations contained in 24 CFR Parts 91 and 92. The Genesee County Metropolitan Planning Commission through the Community Development Program, is administering this Program on behalf of the County of Genesee. These certifications and assurances shall include the following:

- A. The Lender shall use NSP/NPRR funds for activities and costs defined as "such" under 24 CFR Part 92.602. (Exhibit A)
- B. The Lender shall comply with the requirements of Executive Order 11063 24 CFR 107: 24 CFR 1 and 24 CFR 100 relating to Equal Opportunity in Housing, Fair Housing, and pertaining to the Title VI Civil Rights Act of 1964 regarding nondiscrimination in Federal programs.
- C. The Lender shall assure that the property purchased is the owner's principal residence pursuant to 24 CFR Parts 91 and §92.254.
- D. The Lender shall assure that housing assisted with NSP/NPRR funds meet affordability requirements contained in 24 CFR §92.254(a) and (c).
- E. The Lender acknowledges and agrees that it shall be subject to the sanctions set forth in NSP/NPRR Regulations 24 CFR 92, if determined to be applicable by the County.
- F. The Lender shall comply with Conflict of Interest provisions in the procurement of property and services according to 24 CFR §85.36 and OMB Circular 110.
- G. The Lender shall provide certification of a second lien payable to Genesee County Community Development Program.

EXHIBIT C

Exhibit C contains the following information:

HUD Approved Housing Counseling Agencies
Genesee County NSP/NPRR Down Payment/Closing Cost Assistance Property Mortgage Lien
NSP/NPRR Deferred Payment Loan Promissory Note
Genesee County NSP/NPRR Gap Financing Lien
Genesee County NSP/NPRR Lender Checklist
Request for Funding Form
Genesee County Subordination Policy

HUD Approved Housing Counseling Agencies in Genesee County, Michigan

GREENPATH DEBT SOLUTIONS

2222 S. Linden Rd. Ste. D

Flint, MI 48532

Toll-Free: (888) 860-4167

Website: www.greenpath.com

Type of Counseling:

- Financial Management/Budget Counseling
- Mortgage Delinquency and Default Resolution Counseling
- Non-Delinquency Post Purchase Workshops
- Pre-purchase Counseling
- Pre-purchase Homebuyer Education Workshops
- Rental Housing Counseling
- Services for Homeless Counseling

Affiliate of GREENPATH, INC.

METRO COMMUNITY DEVELOPMENT, INC.

1174 Robert T Longway Blvd,

Flint, MI 48503

Phone: (810) 767-4622

Website: www.metro-community.org

Type of Counseling:

- Fair Housing Pre-Purchase Education Workshops
- Financial, Budgeting and Credit Repair Workshops
- Home Improvement and Rehabilitation Counseling
- Mortgage Delinquency and Default Resolution Counseling
- Pre-Purchase Counseling
- Pre-Purchase Homebuyer Education Workshops
- Resolving/Preventing Mortgage Delinquency Workshops
- Services for Homeless Counseling

Affiliate of: HOUSING PARTNERSHIP NETWORK

MICHIGAN STATE HOUSING DEVELOPMENT AUTHORITY

735 E. Michigan Ave.

Lansing, MI 48909

Phone: (517) 373-6840

E-mail: MSHDA-Home-Ownership-PF@michigan.gov

Website: www.michigan.gov/mshda

Type of Counseling:

- Fair Housing Pre-Purchase Education Workshops
- Financial Management/Budget Counseling
- Mortgage Delinquency and Default Resolution Counseling
- Non-Delinquency Post Purchase Workshops
- Pre-Purchase Counseling
- Pre-Purchase Homebuyer Education Workshops
- Predatory Lending Education Workshops

GENESEE COUNTY HABITAT FOR HUMANITY

101 Burtons St,

Flint, MI 48503

Phone: (810) 766-9089

Website: www.geneseehabitat.org

Type of Counseling:

- Pre-Purchase Counseling
- Pre-Purchase Homebuyer Education Workshops
- Fair Housing Pre-Purchase Education Workshops

**GENESEE COUNTY NEIGHBORHOOD STABILIZATION PROGRAM (NSP)
& NEIGHBORHOOD REHAB RESALE PROGRAM (NPRR)
DOWN PAYMENT/CLOSING COST PROPERTY MORTGAGE LIEN**

This Mortgage LIEN is in conjunction with a Neighborhood Stabilization Program or Neighborhood Purchase Rehab Resale Program repayable loan made by the Mortgagee for the exclusive purpose of assisting the Mortgagor with down payment and/or closing costs for property as described below.

WITNESSETH BY THIS INDENTURE, made this XX^{XX} day of XXXXXXXXXXXX, 2019,

by XXXXXXXXXXXX, a XXXXXXXXXXXX, hereinafter referred to as the Mortgagor, hereby mortgages and warrants to Genesee County, through its Genesee County Metropolitan Planning Commission, Community Development Program, Room 111, Genesee County Administration Building, 1101 Beach Street, Flint, Michigan 48502-1470, hereinafter referred to as Mortgagee, the following described lands and premises situated in the XXXXXXXXXXXX, County of Genesee and State of Michigan, viz:

Tax Parcel No.: XX-XX-XXX-XXX

Legal Description: XXX

Commonly known as: XXXX XXXXXXXXXXXXXXXXXXXX, XXXXXXXXXXXX, MI XXXXX

Together with all tenements, hereditaments, and appurtenances now or hereinafter thereunto belonging, to secure the repayment of:

XXXXXXXXXXXXXXX XXXXXXXXXXXXXXXXXX Dollars and XXXXX cents (\$X,XXX.XX)

with interest of zero percent (0%) per annum, payable according to the following terms of a promissory note of even date; and the Mortgagor further covenants:

- (1) The Genesee County Neighborhood Stabilization Program and Neighborhood Purchase Rehab Resale Program require an affordability period of 15 years beginning with the date of this Agreement. The amount funded under the mortgage and note will be forgiven at the end of fifteen years provided the Mortgagor (homebuyer) has owned and occupied the house throughout the fifteen-year period. The amount of funds to be forgiven will be based on the following:

First five years.....0% forgiven
Sixth Year through fifteenth year.....10% forgiven on an annual basis

- (2) The amount of the loan to be repaid, based upon the above terms, will be recaptured if the Mortgagor sells the aforesaid property within the required period of affordability or discontinues use of the premises as Mortgagor(s) (Homebuyer) principal place of residence.
- (3) In cases where the Mortgagor (Homebuyer) violates the terms and conditions of the mortgage and/or note, (e.g.) uses the property for rental purposes or the property is no longer the Mortgagor(s) principal residence, the entire amount of Neighborhood Stabilization Program or Neighborhood Purchase Rehab Resale Program financial assistance shall be due. In cases where the aforesaid property is foreclosed upon, the net proceeds, if any, from the foreclosure sale will be recaptured and deposited in the Community Development Program.
- (4) Where net proceeds of the sale are insufficient for the Mortgagor (Homebuyer) to repay the full amount of this lien and the Homebuyers capital investments, the amount of funds to be recaptured will be based on the following:
 - i) If the sum of these investments plus the amount due the Mortgagee equals or is less than the net proceeds of sale, then the homebuyer would be allowed to recover his or her investment in the property first, with full remainder being paid to the Mortgagee.
 - ii) If the sum of these investments plus the amount due the Mortgagee exceeds the net proceeds of funds remaining to be paid back to the Mortgagee after payment of the first mortgage, the remainder will be paid back to the Mortgagee. The amount would be considered payment in full.
 - iii) If the sum of the investments plus the amount due the Mortgagee exceeds the net proceeds of sale, then the Homebuyer would be allowed to recover his or her investment in the property first. If there are no funds remaining to be paid back to the Mortgagee after payment of the first mortgage, such an amount would be considered payment in full.
 - iv) In all other cases, where the property's net proceeds either exceed the County's initial Neighborhood Stabilization Program or Neighborhood Purchase Rehab Resale Program investment, or where the title to the property is during the affordability period, Genesee County will require immediate payment of the lien note as a condition for release of any lien placed on the property.
- (5) Mortgagee acknowledges that there is a lien prior to this Property Lien. Genesee County Metropolitan Planning Commission, Community Development Program, acting in accordance with policies established by the Genesee County Board of Commissioners, is prohibited from subordinating its lien on a property assisted with Genesee County Neighborhood Stabilization Program or Neighborhood Rehab and Resale Program down payment assistance, when that subordination will result in a situation where the total debt attached to the property exceeds 80% of that property's appraised value. (Attachment "a")
- (6) Mortgagor (Homebuyer) acknowledges that if he/she/they wish(es) to refinance the aforesaid property within the required period of affordability, the Mortgagor (Homebuyer) may do so if the refinance is for the sole purpose of reducing the mortgage interest rate, and not for obtaining property home equity proceeds through the refinance transaction. In the event that the County is asked to take an action on the disposition of this lien for any reason other than the original agreement, documentation shall be delivered by the Mortgagor (Homebuyer) to Genesee County Metropolitan Planning Commission, Community Development Program, requesting approval of the action. (Attachment "b").
- (7) This lien is junior to the mortgage lien of

**GENESEE COUNTY
NEIGHBORHOOD STABILIZATION PROGRAM (NSP)
& NEIGHBORHOOD REHAB RESALE PROGRAM (NPRR)**

DEFERRED PAYMENT LOAN PROMISSORY NOTE

Homeowner:

Address:

Amount:

FOR VALUE RECEIVED, the undersigned jointly and severally promise(s) to pay to the order of Genesee County, through its Neighborhood Stabilization Program or Neighborhood Purchase Rehab Resale Program Trust Fund (hereinafter called the County) or its successors the sum of

(_____).

It is agreed and understood by the undersigned and the County that repayment of this loan is deferred while the undersigned remains the owner (in fee simple or as purchaser under land contract) and resides at the above property. Transfer of the ownership interest or cessation of residency by moving from the property, shall constitute a default of the deferment agreement and cause the full amount as prescribed below, to become due and payable. Failure of the County to exercise this option shall not constitute a waiver of the default.

Loan Amount: \$_____

The amount of funds to be forgiven will be based on the following:

- First five years.....0% forgiven
- Sixth Year through fifteenth year.....10% forgiven on an annual basis

IN THE EVENT the undersigned defaults in any of the terms of this Note, the principal amount of the Note shall become due and payable. The County, at its option, may prepare an alternative promissory note requiring monthly payments of principal under such conditions as it deems best.

The undersigned shall have the right to reject the alternative Note by paying the principal amount of this Note within 30 days of the default. Failure of the undersigned to pay the principal amount of this Note or to execute an alternative Note within 30 days of the default shall constitute a breach of this Note and the County may proceed to suit to recover on this Note.

IN THE EVENT of defaults in any of the terms of this grant agreement, the undersigned may also be required to pay costs of collection expenses, if any, including attorney's fees and legal expenses.

THIS NOTE is secured by a Mortgage Lien duly filed for record with the Register of Deeds, Genesee County, Michigan.

[SIGNATURE PAGE FOLLOWS]

**GENESEE COUNTY NEIGHBORHOOD STABILIZATION PROGRAM (NSP)
& NEIGHBORHOOD PURCHASE REHAB RESALE PROGRAM (NPRR)
GAP FINANCING PROPERTY MORTGAGE LIEN**

This LIEN evidences a Neighborhood Stabilization Program (NSP) or Neighborhood Purchase Rehab Resale Program (NPRR) repayable loan made by the Mortgagee for the exclusive purpose of assisting the Mortgagor(s) with Gap Financing for the property as described below.

THIS INDENTURE, made this ____ day of _____, 2022

WITNESSETH _____, a _____, whose address is _____, hereinafter referred to as the Mortgagor, hereby mortgages and warrants to Genesee County, 1101 Beach St., Room 111, Flint, MI 48502, hereinafter referred to as Mortgagee, the following described lands and premises situated in the _____, County of Genesee and State of Michigan, viz:

Tax Parcel No: _____

Legal description: _____

Commonly known as: _____

together with all tenements, hereditaments, and appurtenances now and hereinafter thereunto belonging to secure the repayment of:

_____ dollars and _____ cents (\$ _____.),

interest of zero percent (0%) per annum, payable according to the terms of a promissory note of even date hereof; and the Mortgagor further covenants:

(1) Per Genesee County Metropolitan Planning Commission NSP and NPRR Program Resale Provisions,

(a) The amount funded under the mortgage and note will be forgiven at the end of fifteen years provided the Mortgagor (homebuyer) has owned and occupied the house throughout the fifteen-year period. The amount of funds to be forgiven will be based on the following:

First five years.....0% forgiven
Sixth Year through fifteenth year.....10% forgiven on an annual basis

(b) The loan will be recaptured if the Mortgagor sells the home within the fifteen-years of affordability period. The down payment, principal payments and capital improvements made by the Mortgagor (homebuyer) since purchase will be calculated. The amount of funds to be recaptured will be based on the following:

- (i) If the sum of these investments plus the amount due the Mortgagee, equals or is less than the net proceeds of sale, then the homebuyer would be allowed to recover his or her investment in the property first, with full remainder being paid to the Mortgagee.
- (ii) If the sum of these investments plus the amount due the Mortgagee, exceeds the net proceeds of sale, then the homebuyer would be allowed to recover his or her investment in the property first. If there are funds remaining to be paid back to the mortgagee after payment of the first mortgage, the remainder will be paid back to the Mortgagee. The amount would be considered payment in full.
- (iii) If the sum of these investments plus the amount due the Mortgagee, exceeds the net proceeds of sale, then the homebuyer would be allowed to recover his or her investment in the property first. If there are no funds remaining to be paid back to the Mortgagee after payment of the first mortgage, such an amount would be considered payment in full.

(2) In cases where the Mortgagor (homebuyer) violates the terms and conditions of the mortgage and/or note, (e.g. uses the property for rental purposes or the property is no longer the mortgagor(s) principal residence) the entire amount of NSP or NPRR financial assistance shall be due. Mortgagee reserves the right to require full repayment of the amount of NSP or NPRR assistance.

(3) Mortgagee acknowledges that there is a lien prior to this Property Lien. If Mortgagor (homebuyer) refinances, the Mortgagor may do so if the refinance is for reducing the mortgage payments and not for consolidation of credit card obligations, bills or for obtaining property home equity. If this condition is violated, the Mortgagee shall require full repayment of the amount of NSP or NPRR assistance.

This Lien is junior to the mortgage liens of _____

(4) The covenants herein shall bind and the benefits and advantages inure to the respective heirs, assigns and successors of the Mortgagor.

SIGNED AND DELIVERED by the Mortgagor to Mortgagee on the day and year first above written.

MORTGAGOR:

GENESEE COUNTY
DEREK BRADSHAW, DIRECTOR
GENESEE COUNTY METROPOLITAN PLANNING
COMMISSION

MORTGAGOR:

NOTARY FOR THE COUNTY OF GENESEE

State of Michigan)
)ss
County of Genesee)

On this _____ day of _____, 2022, before me a Notary Public in and for said County, personally appeared **Derek Bradshaw** who being by me sworn, did acknowledge and say that he is the **Director** of the Genesee County Metropolitan Planning Commission and that he is authorized to sign this agreement.

PRINTED NAME OF NOTARY
Notary Public, State of Michigan
County of Genesee
My Commission Expires: _____
Date Notarial Act Performed: _____

NOTARY FOR THE PROPERTY OWNER

State of Michigan)
)ss
County of Genesee)

On this _____ day of _____ 2022, before me a Notary Public in and for said County, personally appeared

_____ who being by me sworn, did acknowledge and say that he/she is authorized to sign this agreement.

PRINTED NAME OF NOTARY
Notary Public, State of Michigan, County of Genesee
My Commission Expires: _____
Date Notarial Act Performed: _____

Prepared by and return to:
Genesee County Metropolitan Planning Commission
Genesee County Community Development
1101 Beach Street, Room 111
Flint, MI 48502
(810) 257-3010

**Genesee County Neighborhood Stabilization Program (NSP)
& Neighborhood Purchase Rehab Resale Program (NPRR)
Lender Checklist**

Information to be submitted by Lender to Verify Borrower's Eligibility:

- Purchase Agreement
- Homebuyer Counseling Certificate (verification of 8 hours of homebuyer counseling)
- Verification of employment
- Two months current check stubs
- Appraisal
- Loan Estimate
- Last two years of W-2 tax information
- Loan Application
- Bank/Lender Approval letter
- Request Form (showing amount of funding being requested)
- Genesee County NSP or NPRR Application

The aforementioned documentation must accompany your funding request in order for your file to be reviewed by our office.

**GENESEE COUNTY NEIGHBORHOOD STABILIZATION PROGRAM (NSP)
And NEIGHBORHOOD PURCHASE REHAB RESALE (NPRR)
DOWN PAYMENT ASSISTANCE**

REQUEST FOR FUNDING

Name of Financial Institution: _____
Address: _____

Name of Homebuyer: _____
Property Address: _____

REIMBURSEMENT REQUEST	
Total Required Closing Costs/Pre-Paid:	_____
Amount of Closing Costs/Pre-Paid Requested:	_____
Total Required Down Payment:	_____
Amount of Down Payment Requested:	_____
Total Gap Financing Requested:	_____
Total Amount Requested:	\$ _____

Lender must supply a copy of the following information as an attachment to the payment request:

- * Closing papers (final to be sent with lien & Promissory Note)
- * Lien & Promissory Note (to be submitted within 10 days of closing)

Prepared By: _____
Date: _____

Staff Approved: _____
Date: _____

ACKNOWLEDGEMENT

**SUBORDINATION POLICY
Genesee County
Neighborhood Stabilization Program (NSP)
& Neighborhood Purchase Rehab Resale Program (NPRR)**

The Genesee County Metropolitan Planning Commission, Community Development Program, acting in accordance with policies established by the Genesee County Board of Commissioners, is prohibited from subordinating its lien on a property assisted with Genesee County Neighborhood Stabilization Program or Neighborhood Rehab and Resale Program funding, when that subordination will result in a situation where the total debt attached to the property exceeds 80% of that property's appraised value.

I fully understand and abide by all the provisions of this policy and acknowledge that these stated requirements were fully explained to me by the mortgage processor at the appointed time of closing.

Homebuyer Signature: _____

Mortgage Processor Signature: _____

Date: _____

Attachment "b"

In the event that the County is asked to take an action on the disposition of a Neighborhood Stabilization Program or Neighborhood Purchase Rehab Resale Program lien for any reason other than the original agreement, then the following shall be delivered to the Genesee County Community Development Office:

A written request from the Mortgagor (Homebuyer), including an explanation why the action requested is both necessary and reasonable.

Documentation supporting the request must include:

- *A current title search (with taxes)
- *A current formal property appraisal
- *A summary statement of all outstanding indebtedness against the property
- *A copy of the subject purchase agreement, loan application, or mortgage commitment.

NOTE: The total proposed indebtedness, including the mortgage/lien held by Genesee County, cannot exceed 80% of the appraised value. Cash out is not allowed. Genesee County will not subordinate in reverse mortgage transactions.

Upon receipt of the above, a recommendation and request for action will be presented to the Director-Coordinator of the Genesee County Metropolitan Planning Commission. Please allow two weeks for processing.

If approved, there will be a \$50.00 processing fee to be paid upon pick up of the subordination document.

Should you have any questions regarding this memorandum, please contact Ms. Sheila Taylor at (810) 257-3010.

EXHIBIT D

Exhibit D contains the following information:

Income Chart (as example only, income limits may change)
Maximum Purchase Price Limits

FY 2022 MEDIAN FAMILY INCOME FOR FLINT AND GENESEE COUNTY -- \$71,600

NSP MAXIMUM INCOME LIMITS

Household Size	Very Low Income 50%	Low Income 60%	Moderate Income 80%	Middle Income 120%
One Person	\$25,100	\$30,120	\$40,150	\$60,150
Two Person	\$28,650	\$34,380	\$45,850	\$68,750
Three Person	\$32,250	\$38,700	\$51,600	\$77,350
Four Person	\$35,800	\$42,960	\$57,300	\$85,900
Five Person	\$38,700	\$46,440	\$61,900	\$92,800
Six Person	\$41,550	\$49,860	\$66,500	\$99,650
Seven Person	\$44,400	\$53,280	\$71,100	\$106,550
Eight Person	\$47,300	\$56,760	\$75,650	\$113,400

FHA Mortgage Limits - Genesee County, Michigan

The following table is an Example of Current FHA Mortgage Limits for Genesee County, Michigan and is provided only as an example. Mortgage limits are constantly updated. Please refer to HUD's website for current FHA Mortgage Limits.

Mortgage Maximums Last Revised as of November 18, 2021

County Name	State	One-Family	Two-Family	Three-Family	Four-Family
GENESEEE	MI	\$420,680	\$538,650	\$651,050	\$809,150

AGREEMENT
FOR
Neighborhood Stabilization Program 1 and 3 (NSP1 and NSP3) and Neighborhood Purchase
Rehab Resale Program (NPRR) Participating Lender Down Payment and Gap Financing
Assistance

THIS AGREEMENT entered into this _____ day of _____, 2022, between the County of Genesee, A MUNICIPAL CORPORATION, acting by and through its Community Development Program, located at Room 111, County Administration Building, 1101 Beach Street Flint, Michigan 48502-1470, hereinafter referred to as the "County" and **Ross Mortgage Corporation**, located at 2075 W. Big Beaver Road Suite 700, Troy, MI, 48084, hereinafter, referred to as the "Lender."

WITNESSETH:

WHEREAS, the County was awarded funds from the U.S. Department of Housing and Urban Development (HUD), under Title III of Division B of the Housing and Economic Recovery Act of 2008 and under Section 2301 (b) of the Housing and Economic Recovery Act of 2008, as amended, and an additional allocation of funds provided under Section 1497 of the Wall Street Reform and Consumer Protection Act of 2010 for additional assistance in accordance with the second undesignated paragraph under the heading 'Community Planning and Development – Community Development Fund' in Title XII of Division A of the American Recovery and Reinvestment Act of 2009, as amended (together the "Acts"), and hereby offers financial assistance to eligible homebuyers to acquire Genesee County Neighborhood Stabilization Program or Neighborhood Purchase Rehab Resale Program assisted homes in accordance with the requirements of the HOME Investment Partnerships (HOME) Program Section 24, Code of Federal Regulations (CFR), as set forth in Parts 91 and 92; and Community Development Block Grant program and

WHEREAS, GCMPC has submitted an amendment to the Genesee County 2008 Annual Action Plan to the Department of Housing and Urban Development for funding under the NSP1; and

WHEREAS, GCMPC has submitted an amendment to the Genesee County 2010 Annual Action Plan to the Department of Housing and Urban Development for funding under the NSP3. GCMPC will act as the administrator of the Genesee County NSP/NPRR funding; and

WHEREAS GCMPC has submitted the NPRR program to the Department of Housing and Urban Development for funding under the Community Development Block Grant program as part of the annual action plan; and

WHEREAS, the NSP/NPRR assists very low, low, moderate and/or middle income households achieve homeownership;

WHEREAS, the Lender is a primary home mortgage lender, and the County and Lender desire to expand the availability of decent, safe, sanitary and affordable housing for very low, low, moderate and middle income families by coordinating their activities under the methods and procedures set forth herein; and

WHEREAS, the Lender agrees that the terms and conditions set forth herein are a reasonable and appropriate means to assure the use of funds in compliance with the Acts, the Authority's General Rules, the provisions of the HOME Program, of 24 CFR Parts 91 and 92; and

WHEREAS, the above stated objectives of the County NSP/NPRR are consistent with objectives of the Lender, the two parties have therefore, entered into this agreement for the purpose of providing down payment and closing cost assistance to qualified homebuyers.

NOW, THEREFORE, the County agrees to provide the Lender a maximum of five thousand dollars (\$5,000) for each eligible very low, low, moderate and middle income homebuyer, and/or up to \$25,000 in gap financing for eligible homebuyers for the purposes incorporated herein; and in consideration of the mutual covenants and promises set forth herein, the parties hereto agree as follows:

1. The Lender agrees to implement the NSP/NPRR, more specifically described in Exhibit A, attached hereto and incorporated herein, subject to limitations set forth therein and terms and conditions set forth in 24 CFR Parts 91 and 92. (Exhibit B)

2. The Lender agrees to conduct marketing outreach of the NSP/NPRR to low-income families; residents and tenants of public housing and manufactured housing and mobile home park tenants; and families receiving assistance from public housing agencies.
3. The Lender agrees to determine program and income eligibility and underwrite the Loan Application Package and shall forward to the County NSP/NPRR and to the potential homebuyer, written notice of loan approval.
4. The Lender agrees to provide certification that all homes to be assisted with NSP/NPRR funds have been inspected by a licensed appraiser prior to the execution of the purchase agreement and payment of mortgage application fee.
5. The Lender agrees to provide each homebuyer with referrals to HUD approved Housing Counseling Agencies and to provide the County with referral documentation. (Exhibit C)
6. The Lender agrees to process, document, and fund Buyer's mortgages for the Program in all cases where Loan Application Packages have been approved by the Lender, according to all applicable laws, regulations, and Lender policies and procedures.
7. The Lender agrees to assure the signing of a second, and where gap financing is provided a third, mortgage/lien and a promissory note in the amount of the NSP/NPRR assistance, payable to the Genesee County Community Development Program. (Exhibit C)
8. The County agrees that the second, and where applicable third, mortgage shall be subordinate to the mortgage/lien of the Lender.
9. In the event that the home is sold or that the owner ceases using the home as his/her principal residence, the owner understands, pursuant to agreement, that he would be responsible to pay the NSP/NPRR consideration which he received, to the Genesee County Community Development Program. This shall be enforced with the use of a 15 year forgivable lien.
10. The Lender agrees to submit documents to include: certification of client income, property appraisal and funding request form. Upon receipt of all required documentation, the County agrees to prepare an approval letter stating the homebuyer is eligible for assistance. (Exhibit C)
11. The County agrees to subsidize an amount up to five-thousand dollars (\$5,000) for each eligible very low, low, moderate and middle income household, per approved mortgage in NSP/NPRR down payment and closing cost assistance. Said sum to be used for up to 50% of the required down payment; prepaid taxes and insurance; interest rate buy down to qualifying homebuyer; and/or closing costs based on available NSP/NPRR funds. The County agrees to subsidize an amount up to twenty-five thousand dollars (\$25,000) for each eligible very low, low, moderate and middle income household per approved mortgage. Said sum to be used to provide financing to assist households which may not qualify for a loan amount which will allow the household to purchase a NSP/NPRR assisted home. Exact amounts of subsidy will be determined by the County.
12. The Lender acknowledges and agrees to witness the homebuyer's signature on Genesee County's Subordination Policy. (Exhibit C)
13. The County agrees to immediately notify the Lender upon exhaustion of available NSP/NPRR funds.
14. The County assumes no credit risk for any loan made under the Program and shall not be liable or responsible in any manner for repayment of a loan in the event of a borrower's default on the promissory note with the Lender.
15. The term of this Agreement shall be for three years from the Genesee County Board of Commissioners approval date. This Agreement may be amended, so long as such amendment is in writing and agreed upon by both Genesee County and Lender.
16. This contract may be terminated by the County for reasons of diminution of funds, or any reason related to changing the objectives of the Genesee County Metropolitan Planning Commission, the NSP/NPRR, or the Lender, by giving the other party fourteen (14) days prior notice of the effective date of termination. Further costs and liabilities associated with this Agreement will no longer be incurred on or after that effective date of termination.

17. The Lender shall assure that homebuyer does not exceed 120% of the current Flint and Genesee County median family income for NSP and 80% for NPRR. (Exhibit D)
18. The Lender acknowledges and agrees to the FHA Mortgage Limits. (Exhibit D)
19. This agreement shall be governed by the laws of the State of Michigan.

[SIGNATURE PAGE FOLLOWS]

Ross Mortgage Corporation

GENESEE COUNTY

Date

Date

By: _____
Name:
Title:
Ross Mortgage Corporation

By: _____
Derek Bradshaw
Director
Genesee County Metropolitan Planning
Commission

Witness

Witness

By: _____
Domonique Clemons, Chairperson
Genesee County Board of Commissioners

Witness

NOTARY FOR THE COUNTY OF GENESEE

State of Michigan)
§
County of Genesee)

On this _____ day of _____ 2022, before me a Notary Public in and for said County, personally appeared **Derek Bradshaw, Director**, who being by me sworn, did acknowledge and say that he is authorized to sign this agreement.

PRINTED NAME OF NOTARY
Notary Public, State of Michigan
County of Genesee
My Commission Expires:
Date Notarial Act Performed: _____

NOTARY FOR Ross Mortgage Corporation

State of _____)
§
County of _____)

On this _____ day of _____ 2022, before me a notary public in and for said County, personally appeared _____ who being by me sworn, did acknowledge and say that he/she is authorized to sign this agreement.

PRINTED NAME OF NOTARY: _____
Notary Public, State of Michigan, County of _____
My Commission Expires: _____
Date Notarial Act Performed: _____

EXHIBIT A

A maximum of five thousand dollars (\$5,000) per approved mortgage for each eligible very-low low-, moderate- and middle-income household, in NSP/NPRR funds may be available to the Lender to assist eligible buyers to purchase eligible homes. Additional funds may be made available upon request by lender and concurrence of County. The criteria are as follows:

1. PROGRAM ELIGIBILITY

Homebuyers eligible for assistance under the Program covered by this Agreement shall:

- Have an annual household income based on household size not to exceed 120% of the current median family income for Genesee County.

2. PROPERTY ELIGIBILITY

Property eligible for assistance under the Program covered by this Agreement shall:

- Have been, or will be, rehabilitated using Genesee County NSP/NPRR funds.
- Be the principal residence of the homebuyer.
- Meet the Housing Quality Standards as set forth in 24 CFR Part 91 and 92.251

3. PROJECT COSTS

The County subsidy may be used for the following eligible costs:

- (1) Acquisition costs - The cost of acquiring single family housing.
- (2) Related soft costs - Reasonable and necessary costs incurred by the homebuyer and associated with the financing of single family housing acquisition and rehabilitation. These costs include, but not limited to:
 - (i) Costs to process and settle the financing for purchase of a home, such as private lender origination fees, credit report fees, fees for title evidence, fees for recordation and filing of legal documents, attorney fees, and private appraisal fees.
 - (ii) Ineligible costs – NSP/NPRR funds under this Agreement may not be used for the development costs (hard costs or soft costs) of new construction of housing for rental purpose.

EXHIBIT B

NEIGHBORHOOD STABILIZATION PROGRAM & NEIGHBORHOOD PURCHASE REHAB RESALE PROGRAM FEDERAL REQUIREMENTS

The Lender hereby assures and certifies compliance with the statutes, rules, regulations, and guidelines associated with the acceptance and use of funds under the NSP/NPRR as implemented pursuant to the HOME regulations contained in 24 CFR Parts 91 and 92. The Genesee County Metropolitan Planning Commission through the Community Development Program, is administering this Program on behalf of the County of Genesee. These certifications and assurances shall include the following:

- A. The Lender shall use NSP/NPRR funds for activities and costs defined as "such" under 24 CFR Part 92.602. (Exhibit A)
- B. The Lender shall comply with the requirements of Executive Order 11063 24 CFR 107: 24 CFR 1 and 24 CFR 100 relating to Equal Opportunity in Housing, Fair Housing, and pertaining to the Title VI Civil Rights Act of 1964 regarding nondiscrimination in Federal programs.
- C. The Lender shall assure that the property purchased is the owner's principal residence pursuant to 24 CFR Parts 91 and §92.254.
- D. The Lender shall assure that housing assisted with NSP/NPRR funds meet affordability requirements contained in 24 CFR §92.254(a) and (c).
- E. The Lender acknowledges and agrees that it shall be subject to the sanctions set forth in NSP/NPRR Regulations 24 CFR 92, if determined to be applicable by the County.
- F. The Lender shall comply with Conflict of Interest provisions in the procurement of property and services according to 24 CFR §85.36 and OMB Circular 110.
- G. The Lender shall provide certification of a second lien payable to Genesee County Community Development Program.

EXHIBIT C

Exhibit C contains the following information:

HUD Approved Housing Counseling Agencies
Genesee County NSP/NPRR Down Payment/Closing Cost Assistance Property Mortgage Lien
NSP/NPRR Deferred Payment Loan Promissory Note
Genesee County NSP/NPRR Gap Financing Lien
Genesee County NSP/NPRR Lender Checklist
Request for Funding Form
Genesee County Subordination Policy

HUD Approved Housing Counseling Agencies in Genesee County, Michigan

GREENPATH DEBT SOLUTIONS

2222 S. Linden Rd. Ste. D

Flint, MI 48532

Toll-Free: (888) 860-4167

Website: www.greenpath.com

Type of Counseling:

- Financial Management/Budget Counseling
- Mortgage Delinquency and Default Resolution Counseling
- Non-Delinquency Post Purchase Workshops
- Pre-purchase Counseling
- Pre-purchase Homebuyer Education Workshops
- Rental Housing Counseling
- Services for Homeless Counseling

Affiliate of GREENPATH, INC.

METRO COMMUNITY DEVELOPMENT, INC.

1174 Robert T Longway Blvd,

Flint, MI 48503

Phone: (810) 767-4622

Website: www.metro-community.org

Type of Counseling:

- Fair Housing Pre-Purchase Education Workshops
- Financial, Budgeting and Credit Repair Workshops
- Home Improvement and Rehabilitation Counseling
- Mortgage Delinquency and Default Resolution Counseling
- Pre-Purchase Counseling
- Pre-Purchase Homebuyer Education Workshops
- Resolving/Preventing Mortgage Delinquency Workshops
- Services for Homeless Counseling

Affiliate of: HOUSING PARTNERSHIP NETWORK

MICHIGAN STATE HOUSING DEVELOPMENT AUTHORITY

735 E. Michigan Ave.

Lansing, MI 48909

Phone: (517) 373-6840

E-mail: MSHDA-Home-Ownership-PF@michigan.gov

Website: www.michigan.gov/mshda

Type of Counseling:

- Fair Housing Pre-Purchase Education Workshops
- Financial Management/Budget Counseling
- Mortgage Delinquency and Default Resolution Counseling
- Non-Delinquency Post Purchase Workshops
- Pre-Purchase Counseling
- Pre-Purchase Homebuyer Education Workshops
- Predatory Lending Education Workshops

GENESEE COUNTY HABITAT FOR HUMANITY

101 Burtons St,

Flint, MI 48503

Phone: (810) 766-9089

Website: www.geneseehabitat.org

Type of Counseling:

- Pre-Purchase Counseling
- Pre-Purchase Homebuyer Education Workshops
- Fair Housing Pre-Purchase Education Workshops

**GENESEE COUNTY NEIGHBORHOOD STABILIZATION PROGRAM (NSP)
& NEIGHBORHOOD PURCHASE REHAB RESALE PROGRAM (NPRR)
DOWN PAYMENT/CLOSING COST PROPERTY MORTGAGE LIEN**

This Mortgage LIEN is in conjunction with a Neighborhood Stabilization Program or Neighborhood Purchase Rehab Resale Program repayable loan made by the Mortgagee for the exclusive purpose of assisting the Mortgagor with down payment and/or closing costs for property as described below.

WITNESSETH BY THIS INDENTURE, made this XX^{XX} day of XXXXXXXXXXXX, 2019,

by XXXXXXXXXXXX, a XXXXXXXXXXXX, hereinafter referred to as the Mortgagor, hereby mortgages and warrants to Genesee County, through its Genesee County Metropolitan Planning Commission, Community Development Program, Room 111, Genesee County Administration Building, 1101 Beach Street, Flint, Michigan 48502-1470, hereinafter referred to as Mortgagee, the following described lands and premises situated in the XXXXXXXXXXXX, County of Genesee and State of Michigan, viz:

Tax Parcel No.: XX-XX-XXX-XXX

Legal Description: XXX

Commonly known as: XXXX XXXXXXXXXXXXXXXXXXXX, XXXXXXXXXXXX, MI XXXXX

Together with all tenements, hereditaments, and appurtenances now or hereinafter thereunto belonging, to secure the repayment of:

XXXXXXXXXXXXXXX XXXXXXXXXXXXXXXXXX Dollars and XXXXX cents (\$X,XXX.XX)

with interest of zero percent (0%) per annum, payable according to the following terms of a promissory note of even date; and the Mortgagor further covenants:

- (1) The Genesee County Neighborhood Stabilization Program and Neighborhood Purchase Rehab Resale Program require an affordability period of 15 years beginning with the date of this Agreement. The amount funded under the mortgage and note will be forgiven at the end of fifteen years provided the Mortgagor (homebuyer) has owned and occupied the house throughout the fifteen-year period. The amount of funds to be forgiven will be based on the following:

First five years.....0% forgiven
Sixth Year through fifteenth year.....10% forgiven on an annual basis

- (2) The amount of the loan to be repaid, based upon the above terms, will be recaptured if the Mortgagor sells the aforesaid property within the required period of affordability or discontinues use of the premises as Mortgagor(s) (Homebuyer) principal place of residence.
- (3) In cases where the Mortgagor (Homebuyer) violates the terms and conditions of the mortgage and/or note, (e.g.) uses the property for rental purposes or the property is no longer the Mortgagor(s) principal residence, the entire amount of Neighborhood Stabilization Program or Neighborhood Purchase Rehab Resale Program financial assistance shall be due. In cases where the aforesaid property is foreclosed upon, the net proceeds, if any, from the foreclosure sale will be recaptured and deposited in the Community Development Program.
- (4) Where net proceeds of the sale are insufficient for the Mortgagor (Homebuyer) to repay the full amount of this lien and the Homebuyers capital investments, the amount of funds to be recaptured will be based on the following:
 - i) If the sum of these investments plus the amount due the Mortgagee equals or is less than the net proceeds of sale, then the homebuyer would be allowed to recover his or her investment in the property first, with full remainder being paid to the Mortgagee.
 - ii) If the sum of these investments plus the amount due the Mortgagee exceeds the net proceeds of funds remaining to be paid back to the Mortgagee after payment of the first mortgage, the remainder will be paid back to the Mortgagee. The amount would be considered payment in full.
 - iii) If the sum of the investments plus the amount due the Mortgagee exceeds the net proceeds of sale, then the Homebuyer would be allowed to recover his or her investment in the property first. If there are no funds remaining to be paid back to the Mortgagee after payment of the first mortgage, such an amount would be considered payment in full.
 - iv) In all other cases, where the property's net proceeds either exceed the County's initial Neighborhood Stabilization Program or Neighborhood Purchase Rehab Resale Program investment, or where the title to the property is during the affordability period, Genesee County will require immediate payment of the lien note as a condition for release of any lien placed on the property.
- (5) Mortgagee acknowledges that there is a lien prior to this Property Lien. Genesee County Metropolitan Planning Commission, Community Development Program, acting in accordance with policies established by the Genesee County Board of Commissioners, is prohibited from subordinating its lien on a property assisted with Genesee County Neighborhood Stabilization Program or Neighborhood Rehab and Resale Program down payment assistance, when that subordination will result in a situation where the total debt attached to the property exceeds 80% of that property's appraised value. (Attachment "a")
- (6) Mortgagor (Homebuyer) acknowledges that if he/she/they wish(es) to refinance the aforesaid property within the required period of affordability, the Mortgagor (Homebuyer) may do so if the refinance is for the sole purpose of reducing the mortgage interest rate, and not for obtaining property home equity proceeds through the refinance transaction. In the event that the County is asked to take an action on the disposition of this lien for any reason other than the original agreement, documentation shall be delivered by the Mortgagor (Homebuyer) to Genesee County Metropolitan Planning Commission, Community Development Program, requesting approval of the action. (Attachment "b").
- (7) This lien is junior to the mortgage lien of

**GENESEE COUNTY
NEIGHBORHOOD STABILIZATION PROGRAM (NSP)
& NEIGHBORHOOD REHAB RESALE PROGRAM (NPRR)**

DEFERRED PAYMENT LOAN PROMISSORY NOTE

Homeowner:

Address:

Amount:

FOR VALUE RECEIVED, the undersigned jointly and severally promise(s) to pay to the order of Genesee County, through its Neighborhood Stabilization Program or Neighborhood Purchase Rehab Resale Program Trust Fund (hereinafter called the County) or its successors the sum of

(_____).

It is agreed and understood by the undersigned and the County that repayment of this loan is deferred while the undersigned remains the owner (in fee simple or as purchaser under land contract) and resides at the above property. Transfer of the ownership interest or cessation of residency by moving from the property, shall constitute a default of the deferment agreement and cause the full amount as prescribed below, to become due and payable. Failure of the County to exercise this option shall not constitute a waiver of the default.

Loan Amount: \$_____

The amount of funds to be forgiven will be based on the following:

- First five years.....0% forgiven
- Sixth Year through fifteenth year.....10% forgiven on an annual basis

IN THE EVENT the undersigned defaults in any of the terms of this Note, the principal amount of the Note shall become due and payable. The County, at its option, may prepare an alternative promissory note requiring monthly payments of principal under such conditions as it deems best.

The undersigned shall have the right to reject the alternative Note by paying the principal amount of this Note within 30 days of the default. Failure of the undersigned to pay the principal amount of this Note or to execute an alternative Note within 30 days of the default shall constitute a breach of this Note and the County may proceed to suit to recover on this Note.

IN THE EVENT of defaults in any of the terms of this grant agreement, the undersigned may also be required to pay costs of collection expenses, if any, including attorney's fees and legal expenses.

THIS NOTE is secured by a Mortgage Lien duly filed for record with the Register of Deeds, Genesee County, Michigan.

[SIGNATURE PAGE FOLLOWS]

**GENESEE COUNTY NEIGHBORHOOD STABILIZATION PROGRAM (NSP)
& NEIGHBORHOOD PURCHASE REHAB RESALE PROGRAM (NPRR)
GAP FINANCING PROPERTY MORTGAGE LIEN**

This LIEN evidences a Neighborhood Stabilization Program (NSP) or Neighborhood Purchase Rehab Resale Program (NPRR) repayable loan made by the Mortgagee for the exclusive purpose of assisting the Mortgagor(s) with Gap Financing for the property as described below.

THIS INDENTURE, made this ____ day of _____, 2022

WITNESSETH _____, a _____, whose address is _____, hereinafter referred to as the Mortgagor, hereby mortgages and warrants to Genesee County, 1101 Beach St., Room 111, Flint, MI 48502, hereinafter referred to as Mortgagee, the following described lands and premises situated in the _____, County of Genesee and State of Michigan, viz:

Tax Parcel No: _____

Legal description: _____

Commonly known as: _____

together with all tenements, hereditaments, and appurtenances now and hereinafter thereunto belonging to secure the repayment of:

_____ dollars and _____ cents (\$ _____ . ____),

interest of zero percent (0%) per annum, payable according to the terms of a promissory note of even date hereof; and the Mortgagor further covenants:

(1) Per Genesee County Metropolitan Planning Commission NSP and NPRR Program Resale Provisions,

(a) The amount funded under the mortgage and note will be forgiven at the end of fifteen years provided the Mortgagor (homebuyer) has owned and occupied the house throughout the fifteen-year period. The amount of funds to be forgiven will be based on the following:

First five years.....0% forgiven
Sixth Year through fifteenth year.....10% forgiven on an annual basis

(b) The loan will be recaptured if the Mortgagor sells the home within the fifteen-years of affordability period. The down payment, principal payments and capital improvements made by the Mortgagor (homebuyer) since purchase will be calculated. The amount of funds to be recaptured will be based on the following:

- (i) If the sum of these investments plus the amount due the Mortgagee, equals or is less than the net proceeds of sale, then the homebuyer would be allowed to recover his or her investment in the property first, with full remainder being paid to the Mortgagee.
- (ii) If the sum of these investments plus the amount due the Mortgagee, exceeds the net proceeds of sale, then the homebuyer would be allowed to recover his or her investment in the property first. If there are funds remaining to be paid back to the mortgagee after payment of the first mortgage, the remainder will be paid back to the Mortgagee. The amount would be considered payment in full.
- (iii) If the sum of these investments plus the amount due the Mortgagee, exceeds the net proceeds of sale, then the homebuyer would be allowed to recover his or her investment in the property first. If there are no funds remaining to be paid back to the Mortgagee after payment of the first mortgage, such an amount would be considered payment in full.

(2) In cases where the Mortgagor (homebuyer) violates the terms and conditions of the mortgage and/or note, (e.g. uses the property for rental purposes or the property is no longer the mortgagor(s) principal residence) the entire amount of NSP or NPRR financial assistance shall be due. Mortgagee reserves the right to require full repayment of the amount of NSP or NPRR assistance.

(3) Mortgagee acknowledges that there is a lien prior to this Property Lien. If Mortgagor (homebuyer) refinances, the Mortgagor may do so if the refinance is for reducing the mortgage payments and not for consolidation of credit card obligations, bills or for obtaining property home equity. If this condition is violated, the Mortgagee shall require full repayment of the amount of NSP or NPRR assistance.

This Lien is junior to the mortgage liens of _____

(4) The covenants herein shall bind and the benefits and advantages inure to the respective heirs, assigns and successors of the Mortgagor.

SIGNED AND DELIVERED by the Mortgagor to Mortgagee on the day and year first above written.

MORTGAGOR:

GENESEE COUNTY
DEREK BRADSHAW, DIRECTOR
GENESEE COUNTY METROPOLITAN PLANNING
COMMISSION

MORTGAGOR:

NOTARY FOR THE COUNTY OF GENESEE

State of Michigan)
)ss
County of Genesee)

On this _____ day of _____, 2022, before me a Notary Public in and for said County, personally appeared **Derek Bradshaw** who being by me sworn, did acknowledge and say that he is the **Director** of the Genesee County Metropolitan Planning Commission and that he is authorized to sign this agreement.

PRINTED NAME OF NOTARY
Notary Public, State of Michigan
County of Genesee
My Commission Expires: _____
Date Notarial Act Performed: _____

NOTARY FOR THE PROPERTY OWNER

State of Michigan)
)ss
County of Genesee)

On this _____ day of _____ 2022, before me a Notary Public in and for said County, personally appeared

_____ who being by me sworn, did acknowledge and say that he/she is authorized to sign this agreement.

PRINTED NAME OF NOTARY
Notary Public, State of Michigan, County of Genesee
My Commission Expires: _____
Date Notarial Act Performed: _____

Prepared by and return to:
Genesee County Metropolitan Planning Commission
Genesee County Community Development
1101 Beach Street, Room 111
Flint, MI 48502
(810) 257-3010

**Genesee County Neighborhood Stabilization Program (NSP)
& Neighborhood Purchase Rehab Resale Program (NPRR)
Lender Checklist**

Information to be submitted by Lender to Verify Borrower's Eligibility:

- Purchase Agreement
- Homebuyer Counseling Certificate (verification of 8 hours of homebuyer counseling)
- Verification of employment
- Two months current check stubs
- Appraisal
- Loan Estimate
- Last two years of W-2 tax information
- Loan Application
- Bank/Lender Approval letter
- Request Form (showing amount of funding being requested)
- Genesee County NSP or NPRR Application

The aforementioned documentation must accompany your funding request in order for your file to be reviewed by our office.

**GENESEE COUNTY NEIGHBORHOOD STABILIZATION PROGRAM (NSP)
And NEIGHBORHOOD PURCHASE REHAB RESALE (NPRR)
DOWN PAYMENT ASSISTANCE**

REQUEST FOR FUNDING

Name of Financial Institution: _____
Address: _____

Name of Homebuyer: _____
Property Address: _____

REIMBURSEMENT REQUEST	
Total Required Closing Costs/Pre-Paid:	_____
Amount of Closing Costs/Pre-Paid Requested:	_____
Total Required Down Payment:	_____
Amount of Down Payment Requested:	_____
Total Gap Financing Requested:	_____
Total Amount Requested:	\$ _____

Lender must supply a copy of the following information as an attachment to the payment request:

- * Closing papers (final to be sent with lien & Promissory Note)
- * Lien & Promissory Note (to be submitted within 10 days of closing)

Prepared By: _____
Date: _____

Staff Approved: _____
Date: _____

ACKNOWLEDGEMENT

**SUBORDINATION POLICY
Genesee County
Neighborhood Stabilization Program (NSP)
& Neighborhood Purchase Rehab Resale Program (NPRR)**

The Genesee County Metropolitan Planning Commission, Community Development Program, acting in accordance with policies established by the Genesee County Board of Commissioners, is prohibited from subordinating its lien on a property assisted with Genesee County Neighborhood Stabilization Program or Neighborhood Rehab and Resale Program funding, when that subordination will result in a situation where the total debt attached to the property exceeds 80% of that property's appraised value.

I fully understand and abide by all the provisions of this policy and acknowledge that these stated requirements were fully explained to me by the mortgage processor at the appointed time of closing.

Homebuyer Signature: _____

Mortgage Processor Signature: _____

Date: _____

Attachment "b"

In the event that the County is asked to take an action on the disposition of a Neighborhood Stabilization Program or Neighborhood Purchase Rehab Resale Program lien for any reason other than the original agreement, then the following shall be delivered to the Genesee County Community Development Office:

A written request from the Mortgagor (Homebuyer), including an explanation why the action requested is both necessary and reasonable.

Documentation supporting the request must include:

- *A current title search (with taxes)
- *A current formal property appraisal
- *A summary statement of all outstanding indebtedness against the property
- *A copy of the subject purchase agreement, loan application, or mortgage commitment.

NOTE: The total proposed indebtedness, including the mortgage/lien held by Genesee County, cannot exceed 80% of the appraised value. Cash out is not allowed. Genesee County will not subordinate in reverse mortgage transactions.

Upon receipt of the above, a recommendation and request for action will be presented to the Director-Coordinator of the Genesee County Metropolitan Planning Commission. Please allow two weeks for processing.

If approved, there will be a \$50.00 processing fee to be paid upon pick up of the subordination document.

Should you have any questions regarding this memorandum, please contact Ms. Sheila Taylor at (810) 257-3010.

EXHIBIT D

Exhibit D contains the following information:

Income Chart (as example only, income limits may change)
Maximum Purchase Price Limits

FY 2022 MEDIAN FAMILY INCOME FOR FLINT AND GENESEE COUNTY -- \$71,600

NSP MAXIMUM INCOME LIMITS

Household Size	Very Low Income 50%	Low Income 60%	Moderate Income 80%	Middle Income 120%
One Person	\$25,100	\$30,120	\$40,150	\$60,150
Two Person	\$28,650	\$34,380	\$45,850	\$68,750
Three Person	\$32,250	\$38,700	\$51,600	\$77,350
Four Person	\$35,800	\$42,960	\$57,300	\$85,900
Five Person	\$38,700	\$46,440	\$61,900	\$92,800
Six Person	\$41,550	\$49,860	\$66,500	\$99,650
Seven Person	\$44,400	\$53,280	\$71,100	\$106,550
Eight Person	\$47,300	\$56,760	\$75,650	\$113,400

FHA Mortgage Limits - Genesee County, Michigan

The following table is an Example of Current FHA Mortgage Limits for Genesee County, Michigan and is provided only as an example. Mortgage limits are constantly updated. Please refer to HUD's website for current FHA Mortgage Limits.

Mortgage Maximums Last Revised as of November 18, 2021

County Name	State	One-Family	Two-Family	Three-Family	Four-Family
GENESEEE	MI	\$420,680	\$538,650	\$651,050	\$809,150



GENESEE COUNTY
METROPOLITAN PLANNING COMMISSION

MEMORANDUM

TO: Members of the Genesee County Allocation Committee

FROM: Sheila Taylor, Division Manager
Genesee County Metropolitan Planning Commission

DATE: September 22, 2022

SUBJECT: Budget Transfer Request – Vienna Township

For Program Year 2021, Vienna Township was awarded \$43,648 in CDBG funds for the installation/replacement of sidewalks along Vienna Road. When the township began working with an engineer for this project, it was determined that the costs would be higher than originally anticipated due to the need to acquire easements and wetland mitigation. This combined with rising material costs means that the project is no longer feasible.

In order to keep funds in the community, the township has requested the funds be transferred to the purchase of a new van/bus for the Clio Area Senior Center. CDBG funds had been used to purchase their previous van which was totaled in a collision earlier this year. Insurance will cover a portion of the cost for replacement, but additional funds are still needed as new vehicle prices have increased.

At this time, staff is requesting approval by the Allocation Committee to transfer CDBG funds from the sidewalk project to the purchase of a new vehicle. This recommendation will go to the Community and Economic Development Committee for action on October 12, 2022.

COMMUNITY DEVELOPMENT PROGRAM

1101 Beach Street – Room 111, Flint, Michigan 48502-1470 • (810) 257-3010 • www.gcmpc.org
An Equal Opportunity Organization • Equal Housing Opportunity

