



SELLER'S OCCUPANCY STATUS AFFIDAVIT

STATE OF CALIFORNIA)
) SS:
)

COUNTY OF: Santa Clara

Property Address:

BEFORE ME: The Undersigned authority duly authorized to take acknowledgements and administer oaths, personally appeared, (the "Seller"),

who upon being duly sworn, under oath, certified the following:

- 1. **Material Inducement:** Seller understands and agrees that the statements contained herein are given as a material inducement to the CITY OF SAN JOSE, and City is relying upon such statements, to produce a downpayment assistance mortgage loan (the "Loan") to the Buyer, repayment of which is secured by a Mortgage Note, Deed of Trust, Security Deed or other instrument of security (the "Security Instrument") on certain real property located at: _____ (the "Property").
- 2. **No Tenants:** The Seller certifies that there have been no tenants, lessees or guests occupying the Property since the date the Property was listed for sale (the "listing date").
- 3. **No Move Out.** The Seller certifies that no third party was required to move out at any time before or after the listing date in connection with the sale of the Property or to facilitate the sale of the Property.
- 4. **Principal Residence.** The Seller certifies that **since the listing date** the Property was either vacant and unoccupied or occupied by the Seller.
- 5. **Check One or More Boxes.** The Seller certifies that the box(es) checked below represent the occupancy of the Property since the listing date:

Occupied by Seller : **Vacant:** **Occupied by Someone Else**

- 6. **False, Misleading or Inaccurate Statements:** The Seller understands that any intentional or negligent misrepresentation(s) of the information contained in, or made in connection with the transaction, may result in severe civil and/or criminal penalties, including, but not limited to, fine or imprisonment or both under the provisions of Title 18, United States Code, Section 1001, and liability for monetary damages to the City of San Jose, its agents, successors and assigns, insurers and any other person who may suffer any loss due to reliance upon any misrepresentation(s) which the Seller has made on this affidavit or in connection with the transaction.

Seller's Signature Print Name Date

Seller's Signature Print Name Date

Subscribed and sworn to before me this _____ day of _____, year _____

(Notary Public)