

INDIANA HOUSING AND COMMUNITY DEVELOPMENT AUTHORITY
MORTGAGE CREDIT CERTIFICATE PROGRAM GUIDE

**INDIANA HOUSING AND COMMUNITY DEVELOPMENT AUTHORITY
MORTGAGE CREDIT CERTIFICATE
PROGRAM GUIDE
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INDIANA HOUSING AND COMMUNITY DEVELOPMENT AUTHORITY

MORTGAGE CREDIT CERTIFICATE PROGRAM

PREAMBLE

The Mortgage Credit Certificate Program (MCC) was authorized by Congress in the Tax Reform Act of 1984 as a means of providing housing assistance to persons and families of low and moderate income. A Mortgagor purchasing a new or existing one (1) unit dwelling may apply for a MCC through a Participating Lender at the time it applies for its loan. An MCC cannot be issued to a Mortgagor who is refinancing an existing mortgage. A Mortgagor may not combine the benefits of an MCC with any IHDA program funded by mortgage revenue bonds.

An MCC operates as a federal income tax credit, reducing Mortgagor's federal income tax. The annual amount of the tax credit is equal to a percentage (credit rate) of the annual interest paid and accrued on the mortgage loan for the residence. The maximum annual amount of the tax credit is \$2,000.00. The credit rate is twenty-five percent (25%) of the closing mortgage amount.

The amount of tax credit that can be claimed each year cannot exceed the Mortgagor's annual federal income tax liability after all other credits and deductions. The itemized deduction for the mortgage interest will be reduced by the amount of the tax credit. Benefits of the MCC are available for the life of the original mortgage so long as the Mortgagor occupies the property as his principal residence. In most cases, the MCC may be reissued if the Mortgagor refinances.

Additional information about the Program, including the eligibility requirements and application requirements, are contained in this Program Guide.

INDIANA HOUSING AND COMMUNITY DEVELOPMENT AUTHORITY

MORTGAGE CREDIT CERTIFICATE PROGRAM

DEFINITIONS

“Acquisition Cost” shall have the meaning set forth in Section 3 of this Program Guide.

“AMI” is the Area Median Income and the program being utilized by the Mortgagors determines which AMI to review for compliance.

“Commitment Expiration Date” means the date on which IHCD’s commitment under the Program expires.

“Conventional” means financing provided through a Federal National Mortgage Association (“Fannie Mae”) or a Federal Home Loan Mortgage Corporation (“Freddie Mac”) home loan program.

“Co-Mortgagor” means any additional individual(s), in addition to the primary Mortgagor, meeting the qualifications of the Mortgage Credit Certificate Program, who is responsible for any primary and secondary liability associated with the Subject Property and as the context requires, for which the Subject Property is their primary residence.

“DTI” is the debt to income ratio of the Mortgagor or debt/income.

“Federal Recapture Tax” has the meaning set forth in Section 4 of this Program Guide.

“FHA Financing” means financing provided through the Federal Housing Administration of the United States Department of Housing and Urban Development (“FHA”) home loan program.

“First-Time Homebuyer” is someone who has not, at any time during the three (3) years preceding the date of the loan closing, had a present ownership interest in his or her principal residence.

“IHCD” means Indiana Housing and Community Development Authority.

“IHCD Online” means the online system used by IHCD and participating lenders to access, manage and verify the program being utilized.

“Master Servicer” means US Bank, N.A.

“MCC” means Mortgage Credit Certificate.

“Mortgagor” means any individual(s) meeting the qualifications of the Mortgage Credit Certificate Program, who is responsible for any primary and secondary liability associated with the Subject Property and includes any Co-Mortgagors, but not including any co-signers to the extent such persons do not reside in the Subject Property as a primary residence.

“Participating Lender” means a lender that has signed the IHCD Mortgage Credit Certificate Mortgage Origination and Sale Agreement or when using the NH/MCC program, has signed the IHCD Next Home and Mortgage Credit Certificate Mortgage Origination and Sale Agreement.

“Program” means the Mortgage Credit Certificate Program.

“Purchase Agreement” means an agreement to purchase real property between, at a minimum, the seller of such property and the Mortgagor.

“Qualified Census Tract” has the meaning set forth in Section 1 of this Program Guide.

“Qualified Veteran” is determined by the Participating Lender following “GSE” guidelines.

“Recapture Amount” has the meaning set forth in Section 4 of this Program Guide.

“Single-Family Dwelling” is a structure designed for residential use by one family, or a unit so designed, whose owner owns, directly or through a non-profit cooperative housing organization, an undivided interest in the underlying real estate, including property owned in common with others which contributes to the use and enjoyment of the structure or unit.

“Subject Property” is the property the Mortgagors are purchasing and will reside in.

“Targeted Area” has the meaning set forth in Section 1 of this Program Guide.

INDIANA HOUSING AND COMMUNITY DEVELOPMENT AUTHORITY

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EXECUTIVE SUMMARY

What a Participating Lender should know about a Mortgagor and their home:

1. Both IHCD and the Participating Lender reserve their rights to request any additional documentation needed to make an accurate determination on any given file.
2. IHCD cannot email, fax or mail any document, including any mortgage documents provided by the Participating Lender containing the Mortgagor's Social Security Number.
3. All reservations must be for FHA, Conventional, VA or USDA mortgages.
4. The Mortgagor(s) must be a first-time homebuyer unless purchasing in a designated Targeted Area.
5. A Mortgagor must not have had an ownership interest in his or her principal residence within the past three (3) years. This restriction is waived for Mortgagor's who purchase in targeted areas and when the Mortgagor is an eligible veteran.
6. IHCD recommends that each Mortgagor that meets the definition of a first-time homebuyer, complete homeownership training program recommended by one of the GSE's.
7. Household size will be determined by the number of Mortgagor(s), along with dependents listed on the Uniform Residential Loan Application (URLA Form 1003) and any/all individuals expected to cohabitate in the residence.
8. The Mortgagor(s) must meet special income guidelines. Income limits vary by county and are dependent on family size.
9. Household income will be determined for Mortgagor and Co-Mortgagor(s) only based off qualifying Gross Annual Income provided by the Participating Lender on the Uniform Residential Loan Application (URLA Form 1003) and the supplement thereto, if any.
10. Participating Lender must disclose all forms of qualifying income for Mortgagor and Co-Mortgagor(s) on the Uniform Residential Loan Application (URLA Form 1003) and as described in Section 2 of this program guide.
11. The property may be a one (1) unit dwelling.
12. The home must be used as the Mortgagors principal residence.
13. If a Mortgagor is purchasing a property that it is renting or has rented previously, the Participating Lender must supply a current lease agreement, purchase agreement, appraisal and a thirty-six (36) month chain of title with the IHCD Affidavit. If there is no current lease agreement, then a submission of a signed buyer/seller agreement encompassing all terms of rental arrangement, may be submitted in lieu of a lease agreement.
14. Tax transcripts are required, unless the subject property is located in a qualified census tract or the borrower is a qualified veteran.
15. A Mortgage Rider is not required.
16. The reservation fee for reserving a loan through the Program is a flat fee of \$800.00.

17. Co-signers of the Mortgagor are allowed as long as GSE guidelines are met. Non-occupying Co-Mortgagors are allowed. IHCDCA does not include Co-signer and Non-occupying Co-Mortgagor income in the total household income but will include all occupying Mortgagor(s) income. The Participating Lender should exclude the Non-occupying Co-signer's information from the IHCDCA affidavit that is being submitted to IHCDCA.
18. An FHA case number must be assigned to each loan that has FHA financing.
19. In accordance with FHA Mortgagee Letters 99-18, 2004-04 and 2005-01, Participant must advise each Mortgagor of the importance of obtaining an independent home inspection for any home it plans to purchase.
20. Final Approval from IHCDCA must occur by the Commitment Expiration Date (60 days for existing homes and 180 days for new construction homes).
21. Any employee, agent, or associate of the Participating Lender caught forging or altering documentation or otherwise misrepresenting information will be suspended from the Program and the pertinent information will be turned over to the proper state and local authorities.
22. IHCDCA strongly encourages Participating Lenders to print this program guide from <https://www.in.gov/ihcda/homeownership/2371.htm>

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GEOGRAPHIC ELIGIBILITY

SECTION 1

Certain geographic areas in Indiana have been designated as “Targeted Areas”. Areas in the State not designated as Targeted Areas are referred to as “Non-Targeted Areas”.

1. Targeted Areas are either:
 - a. A Qualified Census Tract: seventy percent (70%) or more of the families have an income which is eighty percent (80%) or less of the statewide median family income.
 - b. An “Area of Chronic Economic Distress” as designated by the State and approved by the Secretary of the United States Department of Treasury and the Secretary of the United States Department of Housing and Urban Development.
2. Targeted Areas include the following counties in the State of Indiana:

Brown	Clinton	Crawford	Daviess	Dearborn	Decatur
Fayette	Franklin	Fulton	Greene	Jackson	Jasper
Jefferson	Knox	Lawrence	Miami	Ohio	Orange
Owen	Parke	Perry	Pike	Rush	Scott
Shelby	Spencer	Vermillion	Vigo	Washington	Wayne

Targeted Areas also include the following census tracts within counties that themselves are not Targeted Areas. The property appraiser must note the qualifying census tract information on the appraisal for a property to be designated within a Targeted Area.

2020 IRS SECTION 42(d)(5)(B) QUALIFIED CENSUS TRACTS

County	Census Tract				
Allen	0005.00	0006.00	0007.01	0012.00	0013.00
	0016.00	0017.00	0020.00	0021.00	0023.00
	0026.00	0028.00	0029.00	0030.00	0031.00
	0035.00	0036.00	0040.00	0043.00	0044.00
	0106.04	0112.01	0113.02	0113.03	9800.01
Cass	9515.00				
Clark	0502.00	0503.06	0505.04		
Clay	0401.00				
Dearborn	0805.00				
Delaware	0003.00	0004.00	0005.00	0006.00	0009.02
	0009.03	0010.00	0012.00	0016.00	0017.00
	0020.00	0028.00			
Elkhart	0015.01	0019.01	0021.02	0023.00	0026.00
	0027.00				
Floyd	0702.00	0704.00	0705.00	0707.00	0708.01
	0709.02				
Grant	0001.00	0002.00	0004.00	0007.00	0008.00

County	Census Tract				
	0009.00				
Henry	9763.00	9765.00			
Howard	0002.00	0004.00	0009.00	0012.00	
Jay	9630.00	9633.00			
Lake	0102.01	0102.03	0102.05	0103.02	0103.04
	0104.00	0105.00	0106.00	0109.00	0110.00
	0111.00	0112.00	0113.00	0114.00	0115.00
	0116.00	0117.00	0118.00	0119.00	0120.00
	0121.00	0122.00	0123.00	0124.00	0126.00
	0127.00	0128.00	0203.00	0204.00	0205.00
	0206.00	0207.00	0208.00	0214.00	0218.00
	0301.00	0302.00	0303.00	0304.00	0305.00
	0306.00	0308.00	0310.00	0411.00	0412.00
	0415.00	0417.00			
LaPorte	0401.00	0403.00	0409.00	0413.00	0414.00
	0423.00	0430.00			
Madison	0003.00	0004.00	0005.00	0008.00	0009.00
	0010.00	0119.00	0120.00		
Marion	3103.05	3103.06	3201.08	3209.02	3209.03
	3225.00	3226.00	3301.06	3306.00	3307.00
	3308.03	3308.04	3308.05	3308.06	3309.00
	3401.08	3402.01	3402.02	3403.00	3404.00
	3405.00	3406.00	3407.00	3409.02	3411.00
	3412.00	3416.00	3417.00	3419.03	3422.00
	3423.00	3424.00	3425.00	3426.00	3501.00
	3503.00	3504.00	3505.00	3506.00	3507.00
	3508.00	3510.00	3512.00	3515.00	3517.00
	3519.00	3521.00	3523.00	3524.00	3526.00
	3527.00	3533.00	3535.00	3536.00	3545.00
	3547.00	3548.00	3549.00	3550.00	3551.00
	3553.00	3557.00	3559.00	3564.00	3569.00
	3572.00	3554.00	3555.00	3556.00	3570.00
	3571.00	3573.00	3574.00	3576.00	3578.00
	3580.00	3581.00	3601.01	3601.02	3602.01
	3603.02	3604.01	3604.02	3604.04	3608.00
	3609.00	3702.02	3802.00	3803.00	3804.02
	3805.02	3806.00	3807.00	3810.01	3812.03
	3812.04	3905.00	3907.00		
Marshall	0205.00				
Monroe	0001.00	0002.01	0002.02	0003.01	0006.01
	0006.02	0009.01	0009.03	0016.00	
Noble	9718.00				
Porter	0509.00				
Randolph	9516.00				

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**INDIANA HOUSING AND COMMUNITY DEVELOPMENT AUTHORITY
MORTGAGE CREDIT CERTIFICATE PROGRAM
MORTGAGOR ELIGIBILITY
SECTION 2**

A Mortgagor applying for an MCC must meet the following eligibility requirements:

1. Must be a first-time homebuyer:
 - a. A “First-Time Homebuyer” is someone who has not, at any time during the three (3) years preceding the date of the loan closing, had a present ownership interest in his or her principal residence. This requirement does not apply to all members of the household only to those persons executing the loan documents and intend to occupy the property. However, Mortgagors acquiring residences in Targeted Areas and eligible veterans are exempt from the First-Time Homebuyer requirement.
2. Hold ownership interest:
 - a. An ownership interest includes:
 - i. A fee simple interest;
 - ii. A joint tenancy, a tenancy in common, or a tenancy by the entirety;
 - iii. The interest of a tenant shareholder in a cooperative;
 - iv. A life estate;
 - v. A land contract (i.e. a contract under which possession and the benefits and burdens of ownership are transferred although legal title is not transferred until some later time);
 - vi. An interest held in trust for the Mortgagor (whether or not created by the Mortgagor) that would constitute a present ownership interest if held directly by the Mortgagor; or
 - vii. Ownership of a factory-made home permanently affixed to real property and taxed as real estate.
 - b. Interests that do not constitute ownership interest include:
 - i. A remainder interest;
 - ii. A lease;
 - iii. A mere expectancy to inherit an interest in a principal residence;
 - iv. The interest that a purchaser of a residence acquires upon the execution of a purchase contract;
 - v. An interest in other than a principal residence during the previous three (3) years; or
 - vi. Ownership of a factory-made home not permanently affixed to real property and taxed as personal property.

3. Must be income eligible:

- a. Mortgagors applying for financing through the Program must meet income limits for the Mortgage Credit Certificate Program, which are based on the income limits of the county in which the residence to be purchased is located. The IHCD website contains the county-by-county income limits.
- b. Income will be determined for Mortgagor(s) using qualifying Gross Annual Income, provided on the Uniform Residential Loan Application (URLA Form 1003), as described below, and the supplement thereto, if any. IHCD and/or the Participating Lender can request any additional information either needs to make this determination.

NOTE: All sources of income shown below must be included on the URLA Form 1003, and the supplement thereto, if any.

- c. Gross Annual Income includes gross wages and salaries from employment, including any part-time, seasonal, or sporadic income, shift differentials, overtime pay, commissions, fees, tips, and bonuses. Gross Annual Income also includes:
 - i. Child support, alimony and separate maintenance payments in which the mortgagor(s) is responsible of informing the lender if this income is received, which amounts must be disclosed on a supplement to the Signed Uniform Residential Loan Application (URLA Form 1003);
 - ii. Periodic payments for trust, annuities, inheritances, insurance policies, pensions, retirement funds and lotteries;
 - iii. All public assistance payments (excluding Medicaid and food stamps) including any amount by which educational grants, scholarships, and/or Veteran Administration educational benefits exceed expenses for tuition, fees, books, and equipment and reasonable rent and utility costs for a student living away from home;
 - iv. Interest and dividends;
 - v. Payments in lieu of earnings, including social security, unemployment benefits, worker's compensation, severance pay, disability or death benefits;
 - vi. Income from partnerships;
 - vii. Rental income from property owned;
 - viii. Recurring monetary contributions or gifts regularly received from a person not living in the residence;
 - ix. All regular pay, special pay, and allowances of a member of the Armed Forces except special pay to a family member serving in the Armed Forces who is exposed to hostile fire.

4. Aliens

- a. The Participating Lender is required to determine the Mortgagor's residency status, in

accordance with Fannie Mae, Freddie Mac, Ginnie Mae (as applicable) or the Master Servicer's guidelines.

**INDIANA HOUSING AND COMMUNITY DEVELOPMENT AUTHORITY
MORTGAGE CREDIT CERTIFICATE PROGRAM
SUBJECT PROPERTY ELIGIBILITY
SECTION 3**

The Subject Property must meet the following eligibility requirements:

1. Types of Properties allowed:

- a. Property standards are determined by the type of financing the Mortgagor is using.
- b. The proceeds of the loans must be used to acquire the principal residence of the Mortgagor. The residence must meet the following requirements:
- c. The property must be located in the State of Indiana.
- d. The property must be maintained as owner occupied for the life of the loan.
- e. The property must be:
 - i. A single-family dwelling; or
 - ii. A condominium must be in accordance with Fannie Mae, Ginnie Mae or the Master Servicer's guidelines; or
 - iii. A townhome following the specific product guide; or
 - iv. A planned unit development; or
 - v. A manufactured home permanently affixed to a permanent foundation.

2. Acquisition Cost:

- a. The "Acquisition Cost" of the residence must not exceed the applicable Program acquisition cost limits. The IHCDCA website contains acquisition cost limits. The term "Acquisition Cost" means the cost of acquiring a residence from the seller(s) as a completed residential unit. The Acquisition Cost includes:
 - i. All amounts paid, either in cash or in kind, by the Mortgagor (or a related party for the benefit of the Mortgagor) to the seller(s) (or a related party of the seller(s)) as consideration for the residence;
 - ii. If the residence is incomplete, the reasonable cost of completing the residence whether or not financed by the MCC loan. For example, if the residence is in need of repair and the repairs are necessary to make the residence habitable, to meet local building codes, or to meet Program requirements, the reasonable cost of making the repairs whether or not financed by the MCC loan;
 - iii. Settlement and financing costs in excess of amounts which are usual and reasonable (e.g. points paid by the Mortgagor for the purpose of "buying down" the interest rate);

- iv. Property taxes, if not prorated between ownership by Mortgagor and seller (e.g., Mortgagor pays next installment due); and
 - v. The cost of the land, or if a gift, the appraised value, is to be added to the Acquisition Cost if the Mortgagor has owned the land for less than two (2) years prior to construction of residence.
- b. Acquisition cost does not include:
- i. Usual and reasonable settlement and financing costs including:
 - 1. Title and transfer costs;
 - 2. Title insurance;
 - 3. Survey fees and other similar costs;
 - 4. Credit reference fees;
 - 5. Legal fees;
 - 6. Appraisal expenses;
 - 7. Usual and reasonable financing points paid by the Mortgagor;
 - 8. Structural and systems or pest inspections; and
 - 9. Other related costs of financing the residence.
 - ii. Land owned by the Mortgagor for more than two (2) years prior to construction.
 - iii. The imputed value of “sweat equity” performed by the Mortgagor or members of the Mortgagor’s immediate family.

3. Eligibility Requirements:

- a. No more than ten percent (10%) of the total area of the residence can reasonably be used as:
 - i. The principal place of business for, or connected with, any trade or business on an exclusive or regular basis; or
 - ii. A place where inventory is held for use in the trade or business of the selling of products at wholesale or retail, unless the residence is the sole fixed location of such trade or business; or
 - iii. A place used on a regular basis in a trade or business.
- b. A residence used as an investment property or a recreational home would not qualify as a principal residence.

- c. All FHA appraisals must be conducted by a licensed appraiser in accordance with the US Department of Housing and Urban Development (HUD) Handbook No. 4150.1 Rev-1.

INDIANA HOUSING AND COMMUNITY DEVELOPMENT AUTHORITY
MORTGAGE CREDIT CERTIFICATE PROGRAM
MORTGAGE FINANCING ELIGIBILITY
SECTION 4

1. Mortgage Financing Eligibility

- a. The proceeds of the loans secured under the Program must be used to acquire the principal residence of the Mortgagor. The mortgage financing must meet the following requirements:
 - i. IHCDCA cannot finance the following:
 - 1. Acquisition of personal property;
 - 2. Land not appurtenant to the residence;
 - 3. Land appurtenant to the residence but not necessary to maintain the basic livability of the residence (or) which provides, other than incidentally a source of income to the Mortgagor;
 - 4. Land which is greater than 1 acre will be presumed to be in excess of what is necessary to maintain the basic livability of the residence and will require specific findings by the surveyor and/or appraiser to rebut such presumption;
 - 5. Settlement and financing costs that are in excess of that considered usual and reasonable;
 - 6. Land identified as buildable;
 - 7. Land that could be used as a source of income.
 - ii. IHCDCA funds cannot refinance an existing loan or replace existing financing on the property.
 - iii. Land sale contracts and leases with the option to purchase will be considered existing financing, regardless of whether or not they have been recorded.
 - iv. No assumptions will be allowed on any IHCDCA loans.
 - v. None of the interest of an MCC loan can be paid to a member of the Mortgagor's immediate family.

2. Notes regarding Mortgage Financing:

- a. The Participating Lender should remember to ensure that the Mortgagor qualifies for the Program before beginning the financing process.

INDIANA HOUSING AND COMMUNITY DEVELOPMENT AUTHORITY
MORTGAGE CREDIT CERTIFICATE PROGRAM
THE FEDERAL RECAPTURE TAX
SECTION 5

Congress enacted legislation in 1988, subsequently amended in October 1990, to recapture, under certain circumstances, some or the entire subsidy from homebuyers who receive qualified mortgage bond assistance after January 1, 1991 (the "Federal Recapture Tax"). Because the recapture rules apply to loans that were based on an MCC, a Mortgagor participating in the Program could be subject to the Federal Recapture Tax. THE FOLLOWING DOES NOT CONSTITUTE TAX OR LEGAL ADVICE AND EACH MORTGAGOR IS ADVISED TO CONSULT WITH A TAX SPECIALIST TO DETERMINE WHETHER HE OR SHE IS RESPONSIBLE FOR PAYING THE FEDERAL RECAPTURE TAX.

The law mandates a "recapture" of some of the benefit of the program if a Mortgagor meets all three (3) of the following criteria: (1) the property ceases to be the principal residence in the first full nine (9) years after the date that the mortgage loan is closed; (2) there is a profit on the sale of the home, and (3) the household income is more than that year's adjusted qualifying income for Mortgagor's family size that year.

If Federal Recapture Tax is owed, it is computed and paid to the IRS for the tax year in which the home is sold. If Federal Recapture Tax must be repaid, it will never exceed the lesser of 6.25% of the original loan amount or one-half (1/2) of the gain on the sale of the home.

The most that a Mortgagor will ever be required to pay when a Mortgagor sells his or her home within the first nine (9) years of purchasing it is 6.25% of the highest principal amount of the mortgage loan that was federally subsidized during the life of the loan or fifty percent (50%) of the gain on the sale of the home. 6.25% of the principal amount of the mortgage loan is the amount considered to be the federally subsidized amount. When a Mortgagor sells his or her home is as important as the amount a Mortgagor receives for the sale of his or her home and his or her income at the time of the sale. The actual Federal Recapture Tax, if any, can only be determined when the Mortgagor sells his or her home.

Remember:

- If a Mortgagor sells his or her home after nine (9) years of purchasing it, there is no Federal Recapture Tax due;
- If he or she does not receive a gain (net profit) on the sale of his or her home, there is no Federal Recapture Tax due, or
- If the household income is not more than that year's adjusted qualifying income for Mortgagor's family size that year, there is no Federal Recapture Tax due.

A Mortgagor is Not Subject to the Federal Recapture Tax if:

- His or her home is disposed of as a result of his or her death.
- A Mortgagor transfers his or her home to his or her spouse or his or her former spouse incident to a divorce and a Mortgagor has no gain or loss included in his or her income as a result of the transfer.
- A Mortgagor refinances his or her home (unless Mortgagor later meets the recapture rules).
- Mortgagor's home is destroyed by fire, storm, flood or other casualty if home is replaced on its original site within two (2) years after the end of the tax year when the casualty happened.

However, if a Mortgagor gives away his or her home (other than incident to a divorce), Federal Recapture Tax amounts must be calculated as if the home was sold at fair market value at the time of disposition.

Income Increase:

If a Mortgagor sold his or her home and made a net profit, then a Mortgagor may have to pay Federal Recapture Tax, depending on whether his or her income has increased above the maximum allowable amount. Within ninety (90) days from the date of the Final Approval, IHCDA will send to each Mortgagor a *Notice to Mortgagor of Maximum Recapture Tax and of Method to Compute Recapture Tax on Disposition of Home*. A sample of this notice is included on the following pages. Mortgagor should keep this notice for future reference in calculating the Federal Recapture Tax.

How much do I owe?

The amount a Mortgagor owes will be the lesser of fifty percent (50%) of the gain realized from the sale of his or her home OR the amount resulting from a calculation that uses:

- The income percentage (Consider the amount by which his or her income exceeds the limit in the year that a Mortgagor sells. If the amount is \$5,000.00 or more, then his or her income percentage is one hundred percent (100%). If less than \$5,000.00 then divide the amount by which his or her income exceeds the limit by \$5,000.00 and round to the nearest whole percentage.)
- The maximum recapture tax or federally subsidized amount (this is .0625 x the highest principal amount of his or her loan).
- The holding period percentage as shown on the chart below:

Disposition Within # Months of Closing	Holding Period Percentage
1 - 12	20%
13 - 24	40%
25 - 36	60%
37 - 48	80%
49 - 60	100%
61 - 72	80%
73 - 84	60%
85 - 96	40%
97 - 108	20%
109 or More	No Recapture Tax

Again, a Mortgagor should consult with a tax advisor to determine whether he or she owes Federal Recapture Tax.

For more information, contact the IRS and request Form 8828 and the instructions for Form 8828 (both available on the IRS Website: <http://www.irs.gov>).

SAMPLE LETTER

**INDIANA HOUSING AND COMMUNITY DEVELOPMENT AUTHORITY
30 SOUTH MERIDIAN STREET, SUITE 900
INDIANAPOLIS, INDIANA 46204-3413**

April 01, 2020

Series: MCC
Orig : (Code) Bank Name (Code)
SF #: Number
Loan Amount: \$00,000.00
Term: xx Months
Property: Street Address
City/Zip: City, zip
County: County name
Reserv/Appl Date: 00-00-00
Commitment Date: 00-00-00
Closing Date: 00-00-00
Loan Purchase: 00-00-00

**Notice to Mortgagor(s) of Maximum Recapture Tax
and of Method to Compute Recapture on Dispositions of Home**

In accordance with Section 143 (m) of the Internal Revenue Code, the maximum recapture tax that you may be required to pay upon disposition of this property is \$0000.00. This amount is 6.25% of the highest principal amount of the above-referenced mortgage loan, and is your federally subsidized indebtedness with respect to the loan.

Disposition Within Months of Closing	Holding Period Percentage	Adjusted Qualifying Income On date of Disposition, for Family Size	
		2 or Less	3 or More
1 - 12	20%	62,900	72,335
13 - 24	40%	66,045	75,951
25 - 36	60%	69,347	79,748
37 - 48	80%	72,814	83,735
49 - 60	100%	76,454	87,921
61 - 72	80%	80,276	92,317
73 - 84	60%	84,289	96,932
85 - 96	40%	88,503	101,778
97 - 108	20%	92,928	106,866
109 or More	No Recapture Tax		

Introduction

1. **General.** When you sell your home you may have to pay a recapture tax as calculated below. The recapture tax may also apply if you dispose of your home in some other way. Any reference in this notice to the “sale” of your home also includes other ways of disposing of your home.
2. **Exceptions.** In the following situations, no recapture tax is due:

- a. You dispose of your home later than nine (9) years after you close your mortgage loan;
 - b. Your home is disposed of as a result of your death;
 - c. You transfer your home either to your spouse or to your former spouse incident to divorce and you have no gain or loss included in your income under Section 1041 of the Internal Revenue Code; or
 - d. You dispose of your home at a loss.
3. **Maximum Recapture Tax.** The maximum recapture tax amount is 6.25% of the highest principal amount of your mortgage loan and is your federally subsidized amount with respect to the loan or 50% of the gain on the sale of the residence.
4. **Actual Recapture Tax.** The actual recapture tax, if any, can only be determined when you sell your home, and is the lesser of (1) fifty (50%) of your gain on the sale of your home, regardless of whether you have to include that gain in your income for federal income tax purposes, or (2) your recapture amount determined by multiplying the following three (3) numbers:
- a. The maximum recapture tax, as described in Paragraph three (3) above;
 - b. The holding period percentage, as listed in Column one (1) in the table; and
 - c. The income percentage, as described in Paragraph five (5) below.
5. **Income Percentage.** You calculate the income percentage as follows:
- a. Subtract the applicable adjusted qualifying income in the taxable year in which you sell your home, as listed in Column two (2) of the table on Page one (1) of this letter, from your modified adjusted gross income in the taxable year in which you sell your home.
 - b. Your modified adjusted gross income means your adjusted gross income shown on your federal income tax return for the taxable year in which you sell your home, with the following two adjustments:
 - i. Your adjusted gross income must be increased by the amount of any interest that you receive or acquire in the taxable year from tax-exempt bonds that is excluded from your gross income (under Section 103 of the Internal Revenue Code); and
 - ii. (b) your adjusted gross income must be decreased by the amount of any gain included in your gross income by the reason of the sale of your home.
 - c. If the amount calculated in (a) above is zero (0) or less, you owe no recapture tax and do not need to make any more calculations. If it is \$5000.00 or more, your income percentage is one hundred percent (100%). If it is greater than zero (0) but less than \$5000.00, it must be divided by \$5000.00. This fraction, expressed as a percentage, represents your income percentage. For example, if the fraction is \$1000.00/\$5000.00, your income percentage is twenty percent (20%).

6. Limitations and Special Rules on Recapture Tax

- a. If you give away your home (other than to your spouse or ex-spouse incident to divorce), you must determine your actual recapture tax as if you had sold your home for its fair market value.
- b. If your home is destroyed by fire, storm, flood, or other casualty, there generally is no recapture tax if, within two (2) years, you purchase additional property for use as your principal residence or construct a new home on the site of the home financed with your original subsidized mortgage loan.
- c. In general, except as provided in future regulations, if two (2) or more persons own a home and are jointly liable for the subsidized mortgage loan, the actual recapture tax is determined separately for each individual based on each individual's interests in the home.
- d. If you repay your loan in full during the nine (9) year recapture period and you sell your home during this period, your holding period percentage may be reduced under the special rule in Section 143(m)(4)(c)(ii) of the Internal Revenue Code.
- e. Other special rules may apply in particular circumstances. You may wish to consult with a tax advisor or the local office of the Internal Revenue Service when you sell or otherwise dispose of your home to determine the amount, if any, of your actual recapture tax. See Section 143(m) of the Internal Revenue Code generally.

Sincerely,

Authorized Officer

**INDIANA HOUSING AND COMMUNITY DEVELOPMENT AUTHORITY
MORTGAGE CREDIT CERTIFICATE PROGRAM
FEE SCHEDULE
SECTION 6**

The following are the fees associated with the Mortgage Credit Certificate Program:

1. Reservation Fees:

- a. Flat fee of \$800.00. The reservation fee must be received prior to IHCD A reviewing the loan for approval.
- b. The Participating Lender may ACH wire the reservation fee to IHCD A. IHCD A will forward the ACH wire information to the Participating Lender once a signed Mortgage Origination and Sale Agreement (MOSA) is received and approved by IHCD A. The Participating Lender may submit up to thirteen (13) reservation fees per ACH wire. The Participating Lender must have a reservation number from the IHCD A Online before submitting fees.
- c. If a Participating Lender is unable to submit the reservation fee by ACH wire they may submit Mortgagor's certified funds or Participating Lender's check payable to IHCD A. A separate check must be made out for each reservation fee. IHCD A does not accept cash, coins or personal checks from the mortgagor.
- d. Any reservation fee overages will be refunded after the MCC Certificate is issued.

2. Extension Fees:

a. Commitment Extension:

i. 7 days	.06250%
ii. 15 days	.12500%
iii. 22 days	.18750%
iv. 30 days	.25000%

3. Late Submission of Closing Package:

- a. .2500% for a closing package received by IHCD A more than thirty (30) days from the date of closing listed on the Closing Disclosure.

4. Reinstatement Fee:

- | | |
|------------------|--|
| a. 1 – 90 days | \$500.00 |
| b. 91 – 180 days | \$1000.00 |
| c. Over 180 days | \$1500.00 plus the applicable reservation fee. |

5. Reservation Fee Refunds:

- a. If the application package has not been reviewed by IHCD A:

- i. The full reservation fee will be refunded upon the Participating Lender's request for termination of the reservation.
 - b. If IHCDA has reviewed the application package:
 - i. .2500% of the reservation fee will be retained by IHCDA, and the balance of the reservation fee will be refunded upon termination to the Participating Lender.
6. Reinstatement, extension and late submission fees cannot be paid by the Mortgagor and are non-refundable.

**INDIANA HOUSING AND COMMUNITY DEVELOPMENT AUTHORITY
MORTGAGE CREDIT CERTIFICATE PROGRAM
RESERVATION REQUEST PROCEDURES
SECTION 7**

1. Preliminary Eligibility Review

- a. Before making a reservation request for an MCC loan, the Participating Lender is required to:
 - i. Receive a fully executed Purchase Agreement;
 - ii. The Participating Lender is to determine, if the home is located in a Qualified Census Tract (refer to Section 1, of this Program Guide); and
 - iii. The Participating Lender is to review if the Mortgagor meets all other Program eligibility requirements.
- b. The Participating Lender cannot reserve a loan that it cannot close in its own name.
- c. The Mortgagor cannot execute IHCD's documents without an IHCD reservation number.

2. Reservation Request

- a. The Participating Lender must make reservation requests using the IHCD Online. All reservations will be accepted on a first-come, first-served basis and are always subject to availability of funds. IHCD Online will confirm the reservation number immediately.

3. Modifications

- a. A Participating Lender must request any change to a Mortgagor's reservation, subject to the following conditions:
 - i. Increases in Mortgage Amount
 - 1. Requests for increases in loan amounts will be subject to the availability of funds. Participating Lenders should include the purchase price and loan amount (original and revised) via email.
 - ii. Change of Address
 - 1. The Participating Lender should contact the IHCD Homeownership Department and the appropriate changes will be made at that time. In this case the commitment expiration date will start over. If the file has already been underwritten by IHCD the Participating Lender will need to contact the appropriate IHCD Homeownership Department underwriter.

4. Transfer of Reservation (Mortgagor)

- a. IHCD will not allow the transfer of a reservation from one Mortgagor to another Mortgagor.

5. Transfer of Reservation (Participating Lender)

- a. IHCD A will allow a transfer of a reservation from one Participating Lender to another.
 - i. The original Participating Lender must submit an e-mail stating that the reservation and the reservation fees are to be transferred to the new Participating Lender.
 - ii. The new Lender must be a Participating Lender with the Program and submit an e-mail requesting an exception code to re-reserve a new loan.
 - iii. The original reservation will be canceled allowing the new Participating Lender to reserve the loan.
 - iv. The Mortgagor will receive the current interest rate and for the day when the new reservation is locked.
 - v. The reservation fee will be transferred to the new reservation number, if applicable.
 - vi. The new Participating Lender must upload an IHCD A Affidavit to IHCD A for review.
 - vii. The new Participating Lender cannot close the loan without receiving approval from IHCD A with the new Participating Lender's name specified on the documents.

6. Cancellation of a Reservation

- a. If the Participating Lender determines that it will not close a loan for which it has received a reservation number, the Participating Lender should notify the IHCD A Homeownership Department as soon as possible.

**INDIANA HOUSING AND COMMUNITY DEVELOPMENT AUTHORITY
MORTGAGE CREDIT CERTIFICATE PROGRAM
AFFIDAVIT UPLOAD
SECTION 8**

Participating Lenders are encouraged to pre-qualify Mortgagors for credit eligibility whenever possible.

1. Submission

- a. The Participating Lender is responsible for performing a thorough inquiry to determine whether both the Mortgagor and the subject property meet Program requirements.
- b. To obtain preliminary approval needed to close the loan:
 - i. The reservation fee must be received by IHCD; and
 - ii. IHCD's documents cannot be dated prior to the date of the reservation
 - iii. The following documentation uploaded and approved:
 - 1. IHCD Homeownership Affidavit (see point 2, below)

2. Affidavit Upload (Approval)

- a. All files will be reviewed in the order that they are received, and the reservation fees have been applied.
- b. IHCD will underwrite all files within a reasonable amount of time from the date that the file is uploaded into IHCD Online. Participating Lenders are encouraged to check IHCD Online regularly for the status of the affidavit.
- c. When IHCD determines that the affidavit is complete and in compliance with Program requirements, IHCD will change the status to reflect Closing Upload in IHCD Online.
- d. IHCD Online will show a date that the loan expires, which is known as the Commitment Expiration Date (sixty (60) days after the date of reservation on all existing properties and one hundred eighty (180) days on all new construction properties).
- e. The Participating Lender must have received final approval from IHCD on or before the Commitment Expiration Date, as shown in IHCD Online.

3. Affidavit Upload (Incomplete)

- a. If IHCD needs additional information or if the Affidavit is incomplete, the status will show "Incomplete" in IHCD Online.
- b. The Participating Lender is responsible for reviewing the open conditions and uploading documentation to resolve such issue that has created the open condition.
- c. IHCD will review the application conditions within a reasonable amount of time from the date the condition is uploaded.

**INDIANA HOUSING AND COMMUNITY DEVELOPMENT AUTHORITY
MORTGAGE CREDIT CERTIFICATE PROGRAM
CLOSING PACKAGE UPLOAD
SECTION 9**

Participating Lenders are encouraged to review all documentation prior to uploading into IHCD Online.

1. Due Date

- a. After the loan closing, the Participating Lender shall forward to IHCD the executed closing package which must be received by IHCD within 30 days of closing. The "Commitment Expiration Date" is sixty (60) days after the date of reservation on all existing properties and one hundred eighty (180) days on all new construction properties. Extensions may be granted. Contact IHCD for extension requests.

2. Submission

- a. After the loan closing, the Participating Lender shall upload the executed closing package, which consists of the following:
 - i. Final Loan Originator Signed 1003
 - ii. Final Signed IHCD Informational Statement
 - iii. 3 Years Tax Transcripts
 - iv. Signed Purchase Agreement/Counters/Amendments
 - v. Appraisal
 - vi. Signed Closing Disclosure
 - vii. Mortgage Note
- b. IHCD documents cannot be dated prior to the date of closing.
- c. The Uniform Residential Loan Application (URLA Form 1) can be dated prior to the date of the purchase agreement.
- d. E-signatures are not permitted on IHCD produced documents.

3. Closing Package Submission (Approval)

- a. All files will be reviewed in the order that they are received.
- b. IHCD will underwrite all files within a reasonable amount of time from the date that the file is received.
- c. Participating Lenders are encouraged to check IHCD Online regularly for the status of its closing packages.
- d. When IHCD determines that the closing package is complete and in compliance with Program requirements, IHCD will change the status to reflect Closing Package Review "Approved" in IHCD Online.

- e. IHCD Online will show a date that the loan expires, which is known as the Commitment Expiration Date (sixty (60) days after the date of reservation on all existing properties and one hundred eighty (180) days on all new construction properties).
- f. The Participating Lender must have received final approval from IHCD Online on or before the Commitment Expiration Date, as shown in IHCD Online.

4. Closing Package Upload (Incomplete)

- a. If IHCD needs additional information or if there are incomplete documents, the status will be considered “incomplete” and show as such in IHCD Online.
- b. IHCD will review the closing conditions within a reasonable amount of time from the date the conditions are uploaded.

**INDIANA HOUSING AND COMMUNITY DEVELOPMENT AUTHORITY
MORTGAGE CREDIT CERTIFICATE PROGRAM
CANCELLED/REJECTED/TERMINATED FILES
SECTION 10**

1. Cancellation

- a. If the Participating Lender fails to receive final approval from IHCD A by the Commitment Expiration Date (60 days for existing homes and 180 days for new construction homes), IHCD A will cancel the reservation. If the reservation is canceled by IHCD A, the Participating Lender may request reinstatement of the reservation. Reinstatements will be approved at IHCD A's sole discretion, and subject to the availability of funds. The Participating Lender has thirty (30) days to reinstate the reservation.

2. Denied Reservation

- a. IHCD A may post a "Rejected" status in IHCD A Online if the information included indicates that either the Mortgagor or the property or both do not meet Program requirements. IHCD A will terminate rejected loans thirty (30) days after the date it is given a "Rejected" status in IHCD A Online. Any funds previously allocated to the property shall be made available for other loan applications.

3. Permanent Termination Policy

- a. Once a reservation shows a status of "Terminated" in IHCD A Online, a Participating Lender cannot reinstate the loan. At this time, the applicable portion of the reservation fee will be refunded. The decision concerning whether or not a permanently terminated loan can be reinstated will be based on the following factors: the availability of funds, IHCD A's receipt of all outstanding conditions, IHCD A's receipt of the Reinstatement fee, IHCD A's receipt of the Reservation fee and IHCD A's sole discretion.

**INDIANA HOUSING AND COMMUNITY DEVELOPMENT AUTHORITY
MORTGAGE CREDIT CERTIFICATE PROGRAM
PARTICIPATING LENDER'S TAX ADVISORY OBLIGATION
SECTION 11**

The Participating Lender has an obligation to provide the Mortgagor(s) with a copy of the Internal Revenue Service Form W-4, Employee's Withholding Allowance Certificate. This form contains the Internal Revenue Service instructions for the Mortgagor to file with his or her employer the number of exemptions to be used in calculating the payroll withholding for Federal Income Tax purposes. The Mortgagor(s) must decide whether or not to adjust his and/or her withholding exemptions and decrease his and/or her federal Income Tax withholding in an amount comparable to the expected credit usable by the Mortgagor(s).

1. The Participating Lender shall advise the Mortgagor(s):
 - a. To consult a tax advisor or accountant to determine the Federal Income Tax consequences of participating in the Mortgage Credit Certificate Program and not to rely on statements made by IHCD, the Participating Lender or others; and
 - b. That the use of the Mortgage Credit Certificate will reduce the Mortgagor(s) itemized deduction for mortgage interest used to compute Federal Taxable Income and that the credit is only usable if the Mortgagor(s) has a Federal Income Tax Liability and, depending upon the amount of such liability, may not be fully usable; and
 - c. Any such credit, which may be available, will be prorated during the first year and the last year the credit is available based upon the number of months during which the Mortgagor(s) and the one (1) unit or two to four (2 – 4) unit dwelling qualifies under the Internal Revenue Code for the credit; and
 - d. That the Mortgagor(s) must prepare his Federal Income Tax Return on Form 1040 in order to be able to take any such credit which may be available. IRS Form 1040A or 1040EZ cannot be used in conjunction with the MCC.

**INDIANA HOUSING AND COMMUNITY DEVELOPMENT AUTHORITY
MORTGAGE CREDIT CERTIFICATE PROGRAM
PARTICIPATING LENDER REPORTING REQUIREMENTS
SECTION 12**

1. IRS Form 8329

- a. IHCDCA is responsible for:
 - i. Mailing the original MCC to the Mortgagor; and
 - ii. Mailing a copy of the MCC to the Participating Lender.
- b. The Participating Lender must keep a copy of the MCC in order to complete IRS Form 8329.
- c. IRS Form 8329 must be completed for each MCC series for which the Participating Lender originated MCC loans and IHCDCA issued an MCC.
- d. The IRS Form 8329 is to be completed and filed with the IRS no later than January 31 following the applicable calendar year.
- e. An MCC assisted mortgage need only be reported once on IRS Form 8329.

2. Records Retention

- a. The Participating Lender must retain the following information for each MCC holder for six (6) years:
 - i. Name, address, and Social Security Number or Tax Identification (TIN) of each of the MCC holders.
 - ii. Name, address, and TIN of issuer:
Indiana Housing & Community Development Authority
30 South Meridian Street, Suite 1000
Indianapolis, IN 46204
 - iii. Date of loan closing, certified indebtedness amount (original mortgage amount) and the MCC rate.

3. Please consult www.irs.gov for the appropriate address to deliver the Form 8329 to the IRS.

**INDIANA HOUSING AND COMMUNITY DEVELOPMENT AUTHORITY
MORTGAGE CREDIT CERTIFICATE PROGRAM
REVOCATION PROCEDURES
SECTION 13**

Automatic revocation of an MCC occurs when the dwelling for which the MCC was issued ceases to be the MCC holder's principal residence or when the MCC loan is paid in full or assumed.

1. The Participating Lender must notify IHCD within five (5) days of the following occurrences with respect to any MCC loan:
 - a. Foreclosure of the MCC loan; or
 - b. Payment of the MCC loan in full; or
 - c. Assumption of the MCC loan; or
 - d. Refinancing of the MCC loan.
2. The Participating Lender shall be responsible for advising any person servicing the MCC loan of this reporting requirement.
3. The MCC holder must notify IHCD within five (5) days if the dwelling ceases to be the MCC holder's principal residence.
4. In the event, IHCD determines that an MCC holder's eligibility for the MCC was possibly based on misrepresentation or on fraudulent statements made, IHCD will notify the Participating Lender and the MCC holder of its intent to revoke the MCC. The notification will give the reasons for the intended revocation and give the Participating Lender and the MCC holder fifteen (15) days to respond in writing and/or provide additional information for IHCD's consideration.
5. If no response is received from either the Participating Lender or the MCC holder, the MCC will be revoked by IHCD. Upon receipt, IHCD will review and consider additional information or documentation presented in support of the MCC holder's eligibility and determine whether to revoke the MCC. If the decision is made to revoke the MCC, IHCD will notify the Participating Lender and the MCC holder of such decision.
6. Revocations of MCCs are reported to the IRS by IHCD quarterly on IRS Form 8330. The MCC holder's name, address, and Social Security Number or Taxpayer Identification Number are reported on the form.

**INDIANA HOUSING AND COMMUNITY DEVELOPMENT AUTHORITY
MORTGAGE CREDIT CERTIFICATE PROGRAM
RE-ISSUANCE AFFIDAVIT
SECTION 14**

THERE ARE IMPORTANT LEGAL CONSEQUENCES TO THIS AFFIDAVIT:

*****READ IT CAREFULLY BEFORE SIGNING*****

(Please print or type)

*MORTGAGOR NAME: _____ LAST 4 OF SS# _____
*CO-MORTGAGOR NAME: _____ LAST 4 OF SS# _____
*EMAIL ADDRESS: _____
*MORTGAGOR TELEPHONE NUMBER () _____ - _____
*CO- MORTGAGOR TELEPHONE NUMBER () _____ - _____
*ADDRESS: _____
_____, INDIANA _____
(CITY) (ZIP CODE)

**THE UNDERSIGNED, DO HEREBY AFFIRM UNDER THE PENALTIES FOR PERJURY THAT
THE FOLLOWING REPRESENTATIONS ARE TRUE AND COMPLETE:**

The property for which we were originally issued a Mortgage Credit Certificate ("MCC") and for which the address is shown above is currently our principal residence. NOTE: If your address has changed for 911 purposes please specify.

Except only for reason of death or divorce (see number 5, attached), we are the same persons to who the existing, original MCC was issued.

We have refinanced our mortgage after December 22, 1992 and an MCC was previously issued. We are requesting that an MCC be re-issued for our new mortgage indebtedness.

We will not use both the original and re-issued MCC and, we will use only the amortization of the Certified Indebtedness rather than the principal balance of our new Mortgage when calculating our annual tax credit.

We are/were not restricted as to which Lender we used to refinance our MCC mortgage loan.

We understand that we will be dealing directly with IHCDA in regard to being issued another MCC, not the mortgage Lender.

In support of our request that a MCC be re-issued for our refinanced mortgage loan, we hereby submit to IHCDA the following:

1. This Affidavit together with a **Certified Check, Cashier's Check or Money Order (payable to Indiana Housing & Community Development Authority /IHCDA)** for the re-issuance fee in an amount of \$200.00.

2. Copy of the HUD-1 Settlement Statement (if re-financed loan closed PRIOR to October 3, 2015) which has been signed by the title company and you or Closing Disclosure (if re-financed loan closed ON OR AFTER October 3, 2015) which has been signed by you. (Obtain a copy from the Lender or title company)
3. Copy of the Mortgage Promissory Note for the **re-financed** loan (which must be signed by you). (Obtain a copy from Lender or title company)
4. Original or, if lost, a copy of the Mortgage Credit Certificate originally issued to us. **If you have previously had your certificate re-issued you should also include a copy of the re-issued certificate.**
5. If a change from original recipients, copy of Death Certificate or Decree of Divorce.
6. Payoff Statement showing exact principal balance and payoff of old mortgage. (Needed if this is the first time refinanced)

All of the required documentation must be sent to the address below:

Indiana Housing & Community Development Authority
Attn: MCC Re-Issuance
30 South Meridian Street
Suite 1000
Indianapolis, IN 46204

Mortgagor Signature

Date Signed

Co-Mortgagor Signature

Date Signed