

# ihcda

Indiana Housing &  
Community Development  
Authority



**2016**

**MY HOME**

**PROGRAM GUIDE**

**INDIANA HOUSING AND COMMUNITY DEVELOPMENT AUTHORITY  
MY HOME PROGRAM GUIDE  
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**INDIANA HOUSING AND COMMUNITY DEVELOPMENT AUTHORITY  
MY HOME PROGRAM  
PREAMBLE**

My Home Program is a new program which funds loans utilizing conventional financing and does not provide any form of down-payment or closing cost assistance (“DPA”). This program would be ideal for the Mortgagor who is in a position to provide his or her own funds at closing. Again, this loan would also need to meet the applicable conventional financing requirements and the requirements of the Master Servicer.

# **INDIANA HOUSING AND COMMUNITY DEVELOPMENT AUTHORITY MY HOME PROGRAM DEFINITIONS**

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

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

“DPA” means down payment assistance.

“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.

“IHCDA” means the Indiana Housing and Community Development Authority.

“IHSF” means the Indiana Housing Single Family online system used by IHCDA to manage the Program.

“Master Servicer” means US Bank, N.A.

“MCC” means Mortgage Credit Certificate.

“MH-MCC” means the MY HOME Program combined with MCC.

“Mortgagor” means any person or persons meeting the qualifications of the MY HOME Program and the Program Guide, and includes any Co-Mortgagors.

“Participating Lender” means a lender that has signed a MY HOME Program Registration Form and a MY HOME Mortgage Origination Agreement with IHCDA.

“Program” or “My Home” means the MY HOME Program, unless specifically indicated to the contrary in this Program Guide.

“Program Guide” means this IHCDA 2016 MY HOME Program Guide

“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.

“Relock” means that the interest rate of a loan will need to be re-established at the higher of the current interest rate and the original interest rate.

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

# **INDIANA HOUSING AND COMMUNITY DEVELOPMENT AUTHORITY MY HOME PROGRAM EXECUTIVE SUMMARY**

This Executive Summary provides a summary of materials provided in this Program Guide.

**MY HOME CAN BE COMBINED WITH THE MORTGAGE CREDIT CERTIFICATE PROGRAM (MCC). THE PARTICIPATING LENDER MUST FOLLOW MCC GUIDELINES IN THIS CASE THAT ARE CONTAINED IN THE MCC PROGRAM GUIDE, WITH THE FOLLOWING EXCEPTIONS.**

1. THE PARTICIPATING LENDER MUST SELL THE MCC LOAN TO THE MASTER SERVICER.
2. THE PARTICIPATING LENDER MUST USE THE CURRENT MY HOME PROGRAM INTEREST RATE.
3. ALL LOANS MUST BE CONVENTIONAL 30 YEAR FIXED RATE MORTGAGES.
4. THE PARTICIPATING LENDER MUST USE MCC INCOME AND ACQUISITION LIMITS.
5. THE PARTICIPATING LENDER MUST HAVE THE LOAN PURCHASED BY THE MASTER SERVICER AND RECEIVE FINAL APPROVAL FROM IHCDA WITHIN SIXTY (60) DAYS AFTER THE DATE OF RESERVATION.
6. THE PARTICIPATING LENDER MUST REFER TO SECTION 6 OF THE MY HOME PROGRAM GUIDE FOR EXTENSION FEES.

## **WHAT A PARTICIPATING LENDER SHOULD KNOW ABOUT A MORTGAGOR AND HIS OR HER HOME:**

1. Both IHCDA and the Participating Lender reserve their rights to request any additional documentation needed to make an accurate determination of eligibility on any given file.
2. The Participating Lender must be a mortgage banker. A mortgage broker is only permitted to be a Participating Lender if it can fully service a loan, open, fund and close a loan in its name or if it uses a Participating Lender to submit its loan to the Master Servicer.
3. IHCDA cannot email, fax or mail any document, including any mortgage documents provided by the Participating Lender containing the Mortgagor's Social Security Number.
4. Reservations for loans will only be taken between 9:00 am and 5:00 pm E.S.T. (Monday - Friday)
5. A rate sheet will appear in the IHSF when a Participating Lender reserves a loan.
6. All reservations must be for Conventional thirty (30) year fixed rate mortgages.
7. All loans must be underwritten to and meet Conventional guidelines.
8. The Mortgagor does not have to be a first-time homebuyer unless when combining MY HOME with MCC.

9. IHCDCA recommends that each Mortgagor that meets the definition of a first-time homebuyer complete Homeownership training through Framework on the IHCDCA website, which may be accessed at <https://ihcda.frameworkhomeownership.org>.
10. Household size will be determined by the number of Mortgagors and Co-Mortgagor(s) along with all dependents listed on the Uniform Residential Loan Application (URLA Form 1003).
11. The Mortgagor must meet special income guidelines. Income limits vary by county and are dependent on family size.
12. The Mortgagor must meet special purchase price guidelines when using MY HOME with MCC. Purchase price limits vary by county.
13. Income will be determined for Mortgagor and Co-Mortgagor(s) only based off qualifying Gross Annual Income provided on the Uniform Residential Loan Application (URLA Form 1003).
14. Participating Lender must disclose all forms of qualifying income for Mortgagor and Co-Mortgagor on the Uniform Residential Loan Application (URLA Form 1003).
15. The property may be a one (1) unit or two to four (2 - 4) unit dwelling.
16. The home must be used as the Mortgagor's principal residence.
17. If a Mortgagor is purchasing a property that it is renting or has rented previously, the Participating Lender must supply a lease agreement or a title commitment and/or a chain of title with the application package.
18. Loans using Conventional financing that have LTVs less than or equal to 95% must have a minimum FICO credit score of 680. However, loans using Conventional financing and having LTVs greater than 95% must be underwritten by the Master Servicer and meet its requirements therefore the FICO credit score that is required may vary.
19. DPA is not provided with MY HOME.
20. The reservation fee for reserving a loan through the Program is a flat fee of \$100.00.
21. Co-signers of Mortgagor are allowed, except for loans having LTV's greater than 95%, however non-occupying Co-Mortgagors are not allowed. IHCDCA does not include Co-signer's income in total household income. Participating Lender should exclude the co-signer's information from the application package that is being submitted to IHCDCA.
22. Repair escrows are allowed (must follow guidelines issued by the Master Servicer).
23. Participating Lender must advise each Mortgagor of the importance of obtaining an independent home inspection for any home it plans to purchase.
24. A Mortgage Rider is not required on loans.
25. The First Mortgage may not be closed prior to the Committed Approval date shown in IHCF. If there is a violation of the foregoing, the origination Participating Lender shall retain the First Mortgage. If the First Mortgage is not purchased by the Master Servicer or sub-servicer, for any reason, the originating Participating Lender shall retain the First Mortgage.
26. All loans must be sold to the Master Servicer or sub-servicer. After the loans are sold, the Participating Lender will be paid one percent (1%) of the first mortgage amount.

27. Final Approval from IHCDA and purchase by the Master Servicer must occur by the Commitment Expiration Date.
28. Conflicts. If there are any conflicts between the Conventional guidelines and the Program guidelines, please contact IHCDA. IHCDA will also address all questions regarding tax compliance. All other questions should be directed to the Master Servicer.
29. 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.
30. IHCDA strongly encourages Participating Lenders to print this program guide from <http://www.in.gov/myichda/2401.htm>

**INDIANA HOUSING AND COMMUNITY DEVELOPMENT AUTHORITY  
MY HOME PROGRAM  
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”.

**A. TARGETED AREAS ARE EITHER:**

- 1) 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.
- 2) 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.

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.*

**2015 IRS SECTION 42(d)(5)(B) QUALIFIED CENSUS TRACTS**

County	Census Tract				
Allen	0005.00	0006.00	0012.00	0013.00	0016.00
	0017.00	0021.00	0023.00	0028.00	0030.00
	0031.00	0043.00	0044.00		
Clark	0503.03	0504.03			
Delaware	0004.00	0005.00	0006.00	0009.02	0012.00
	0016.00	0020.00			
Elkhart	0026.00				
Floyd	0702.00	0708.01			
Grant	0002.00				
Henry	9765.00				
Howard	0002.00	0004.00	0012.00		
Jay	9630.00				
Lake	0102.01	0102.03	0102.05	0103.02	0105.00
	0110.00	0111.00	0113.00	0114.00	0116.00
	0119.00	0121.00	0122.00	0123.00	0205.00
	0206.00	0301.00	0302.00	0303.00	0310.00
	0412.00				
LaPorte	0413.00				

Madison	0005.00	0008.00	0009.00		
Marion	3103.05	3226.00	3308.03	3308.04	3308.05
	3401.08	3404.00	3407.00	3412.00	3416.00
	3417.00	3419.03	3423.00	3503.00	3505.00
	3508.00	3510.00	3519.00	3521.00	3523.00
	3524.00	3526.00	3527.00	3528.00	3535.00
	3547.00	3548.00	3549.00	3550.00	3551.00
	3557.00	3559.00	3564.00	3569.00	3572.00
	3573.00	3574.00	3581.00	3601.01	3603.02
	3604.01	3907.00			
Monroe	0002.01	0002.02	0006.01	0016.00	
Randolph	9516.00				
Shelby	7106.01				
St. Joseph	0004.00	0005.00	0006.00	0017.00	0019.00
	0020.00	0021.00	0024.00	0028.00	0029.00
	0030.00	0034.00			
Tippecanoe	0004.00	0054.00	0055.00	0105.00	
Vanderburgh	0011.00	0012.00	0013.00	0014.00	0019.00
	0020.00	0021.00	0025.00	0026.00	

**INDIANA HOUSING AND COMMUNITY DEVELOPMENT AUTHORITY  
MY HOME PROGRAM  
MORTGAGOR ELIGIBILITY  
SECTION 2**

A Mortgagor applying for financing must meet the following eligibility requirements:

**A. Must be income eligible.**

Mortgagors applying for financing through the Program must meet income limits for the MY HOME Program which are based on the income limits of the county in which the residence to be purchased is located. The IHEDA website contains the county-by-county income limits.

Income will be determined for Mortgagor and Co-Mortgagor(s) only based off qualifying Gross Annual Income provided on the Uniform Residential Loan Application (URLA Form 1003). The "Gross Annual Income" is defined below. IHEDA and/or the Participating Lender can request any additional information either needs to make this determination.

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:

1. Child support, alimony and separate maintenance payments;
2. Periodic payments for trust, annuities, inheritances, insurance policies, pensions, retirement funds and lotteries;
3. 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;
4. Interest and dividends;
5. Payments in lieu of earnings, including social security, unemployment benefits, worker's compensation, severance pay, disability or death benefits;
6. Income from partnerships;
7. Rental income from property owned;
8. Recurring monetary contributions or gifts regularly received from a person not living in the residence; and
9. 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.

**B. Aliens.** U.S. citizenship is not required under current Fannie Mae and Ginnie Mae guidelines. However, the Participating Lender is required to determine the Mortgagor's residency status, in accordance with Fannie Mae, Ginnie Mae or the Master Servicer's guidelines, as applicable. IHEDA and/or the Participating Lender may request any additional immigration documentation needed to verify or make a determination on residency status or household size.

**INDIANA HOUSING AND COMMUNITY DEVELOPMENT AUTHORITY  
MY HOME PROGRAM  
PROPERTY ELIGIBILITY  
SECTION 3**

**A. TYPES OF PROPERTIES ALLOWED**

Property standards are determined by the type of financing the Mortgagor is using.

The proceeds of the loans must be used to acquire the principal residence of the Mortgagor. The residence must meet the following requirements:

1. The property must be located in the State of Indiana.
2. The property must be:
  - A one (1) unit or two to four (2 - 4) unit house; or
  - A condominium (for loans having LTVs less than or equal to 95%); or
  - A planned unit development.
3. The amount paid to the seller for consideration for the property cannot be higher than it would be had the sale occurred without the benefit of the Program.
4. Manufactured Homes are not permitted

**B. ACQUISITION COST**

1. The "Acquisition Cost" of the residence must not exceed the applicable Program acquisition cost limits (applicable when doing MY HOME-MCC only). The IHCDA 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:
  - A. 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;
  - B. If the residence is incomplete, the reasonable cost of completing the residence whether or not financed by the loan;
  - C. 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 loan;
  - D. 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);
  - E. Property taxes, if not prorated between ownership by Mortgagor and seller (e.g., Mortgagor pays next installment due); and
  - F. 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.

**2. Acquisition cost does not include:**

A. Usual and reasonable settlement and financing costs including:

- (a) Title and transfer costs;
- (b) Title insurance;
- (c) Survey fees and other similar costs;
- (d) Credit reference fees;
- (e) Legal fees;
- (f) Appraisal expenses;
- (g) Usual and reasonable financing points;
- (h) Structural and systems or pest inspections; and
- (i) Other related costs of financing the residence.

B. Land owned by the Mortgagor for more than two (2) years prior to construction.

C. The imputed value of “sweat equity” performed by the Mortgagor or members of the Mortgagor’s immediate family.

3 . No more than ten percent (10%) of the total area of the residence can reasonably be used as:

- A. The principal place of business for, or connected with, any trade or business on an exclusive or regular basis;
- B. 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
- C. A place used on a regular basis in a trade or business.

5. A residence used as an investment property, rental property, or a recreational home would not qualify as a principal residence.

6. If the dwelling contains two (2), three (3) or four (4) units, then (a) one unit is occupied by the mortgagor of the units, (b) the units were first occupied at least five (5) years before the MCC-linked mortgage (but not necessarily occupied on the date hereof), and (c) if the dwelling is located in a Targeted Area, clause (b) above shall not apply if the family income of the Mortgagor meets the applicable income requirements.

7. All 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, however on loans with LTVs greater than 95% appraisals must comply with the Master Servicer’s guidelines.

**INDIANA HOUSING AND COMMUNITY DEVELOPMENT AUTHORITY  
MY HOME PROGRAM  
MORTGAGE FINANCING ELIGIBILITY  
SECTION 4**

**A. MORTGAGE FINANCING ELIGIBILITY**

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:

1. The loans cannot finance the following:
  - A. Acquisition of personal property;
  - B. Land not appurtenant to the residence;
  - C. 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;  
or
  - D. Settlement and financing costs that are in excess of that considered usual and reasonable.
2. IHCDAs funds cannot refinance an existing loan or replace existing financing on the property.
  - Land sale contracts will be considered existing financing, regardless of whether or not they have been recorded.
3. No assumptions will be allowed on any IHCDAs loans.
4. None of the interest of an MCC loan can be paid to a member of the Mortgagor's immediate family.

**B. NOTES REGARDING MORTGAGE FINANCING**

1. The Participating Lender should remember to ensure that the Mortgagor qualifies for the Program before beginning the financing process.
2. IHCDAs encourages the Participating Lender to provide information to the Mortgagor concerning an energy efficiency rating being performed on the property prior to purchase. This rating could result in the Mortgagor qualifying for an energy efficient mortgage. Brochures detailing how to have a rating performed may be obtained by calling the Indiana Community Action Association at (317) 638-4232 or by visiting their website at <http://www.incap.org>.

**INDIANA HOUSING AND COMMUNITY DEVELOPMENT AUTHORITY  
MY HOME PROGRAM  
INTEREST RATE CHANGES  
SECTION 5**

**A. INTEREST RATE CHANGE PROCEDURES**

The interest rate may change throughout the day, based on fluctuations in the market interest rate.

**B. NOTIFICATION OF RATE**

A rate sheet will appear in the IHSF when the Participating Lender accesses the IHSF to reserve a loan.

The Participating Lender should refer to the reservation confirmation prior to submitting an application package to confirm the correct interest rate for the loan.

It is the Participating Lender's responsibility to check the IHSF to determine the current interest rate prior to applying for a loan on behalf of a Mortgagor.

**INDIANA HOUSING AND COMMUNITY DEVELOPMENT AUTHORITY  
MY HOME PROGRAM  
FEE SCHEDULE  
SECTION 6**

**A. FEES**

**IHCDA RESERVATION FEE:**

Flat fee of \$100.00.

The Participating Lender may ACH wire the reservation fee to IHCDA. IHCDA will forward the ACH wire information to the Participating Lender once a signed Mortgage Origination and Sale Agreement (MOSA) is received and approved by IHCDA. The Participating Lender may submit up to thirteen (13) reservation fees per ACH wire. The Participating Lender must have a reservation number from the IHSF before submitting fees.

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 IHCDA. A separate check must be made out for each reservation fee. IHCDA does not accept cash or coins.

Any reservation fee overages will be refunded after the loan is purchased by the Master Servicer.

**EXTENSION FEE:**

Extensions may be granted. Contact IHCDA for extension requests at [ExtensionRequests@ihcda.in.gov](mailto:ExtensionRequests@ihcda.in.gov). Thirty (30) day extensions prior to or on the Commitment Expiration Date will be granted for an extension fee, which will be determined by IHCDA. If an extension is requested after the Commitment Expiration Date the Participating Lender may be required to Relock the interest rate on the loan. Therefore, Mortgagor would receive the higher rate of the current interest rate and the original interest rate.

**IHCDA TRAINING FEES:**

Off site at Participating Lender's location	No Charge
On site at IHCDA offices	No Charge
Program Guide (may be printed from website)	No Charge

**IHCDA RESERVATION FEE REFUNDS:**

Reservation Fees are non-refundable.

Extension fees are non-refundable.

**PARTICIPATING LENDER COMPENSATION:**

The Participating Lender shall receive one percent (1%) of the mortgage amount which is payable upon sale of the loan to the Master Servicer.

**INDIANA HOUSING AND COMMUNITY DEVELOPMENT AUTHORITY  
MY HOME PROGRAM  
RESERVATION REQUEST PROCEDURES  
SECTION 7**

**A. PRELIMINARY ELIGIBILITY REVIEW**

Before making a reservation request, the Participating Lender is required to receive a fully executed Purchase Agreement. The Participating Lender should then determine if the home is located in a Targeted Area or a Non-Targeted Area and whether the Mortgagor meets the other eligibility requirements of the Program. Note: a Participating Lender cannot reserve a loan that it cannot close in its own name, except in the case of a mortgage broker that uses a Participating Lender to submit its loan to the Master Servicer.

A reservation is important: the Mortgagor cannot execute IHCDAS documents without an IHCDAs reservation number.

**B. RESERVATION REQUEST**

1. The Participating Lender must make reservation requests using the IHSF online system. All reservations will be accepted on a first-come, first-served basis and are always subject to availability of funds. IHSF will confirm the reservation number immediately.
2. Once the Participating Lender submits a reservation the interest rate will be locked in.

**C. MODIFICATIONS**

A Participating Lender must request, in writing, any change to a Mortgagors reservation, subject to the following conditions:

1. **Increases in Mortgage Amount.** 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.
2. **Change of Address.** A Participating Lender must ensure that the property is eligible for financing before it places a reservation. Continuous requests for address changes can result in higher interest rates for Mortgagors. If the file has not been reviewed by an IHCDAs underwriter, then the Participating Lender should send its request to any member of the IHCDAs Homeownership Department. At that time, the Participating Lender can choose to keep the original locked rate and the commitment expiration date will remain the same or the Participating Lender may decide to cancel the reservation and create a new reservation at the current rate and obtain a new commitment expiration date. If the file has already been reviewed by an IHCDAs underwriter, then the Participating Lender must contact the appropriate underwriter. The Participating Lender will still have the choice to either keep the original locked rate and the commitment expiration date or create a new reservation at the current rate and obtain a new commitment expiration date.
3. **Transfer of Reservation (Mortgagor).** IHCDAs will not allow the transfer of a reservation from one Mortgagor to another Mortgagor.
4. **Transfer of Reservation (Participating Lender).** IHCDAs will allow a transfer of a reservation from one Participating Lender to another. 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. The new Lender must be a Participating Lender with the Program and submit an e-mail stating that it will accept the transfer of the reservation. The original reservation will be canceled allowing the new Participating Lender to reserve the loan. The Mortgagor will receive the higher rate of the current interest rate and the original interest rate.

The reservation fee will be transferred to the new reservation number, if applicable. The new Participating Lender must submit a new application file to IHCDA. The new Participating Lender cannot close the loan without receiving approval from IHCDA with the new Participating Lender's name specified on the documents.

**D. LOCKED INTEREST RATE.**

Once the Participating Lender submits a reservation; the interest rate will be locked in. This interest rate cannot be changed unless there is a change in the Participating Lender or termination of the loan. In both cases, the Mortgagor will receive the higher of the current interest rate and the original interest rate.

**E. PARTICIPATING LENDER'S CANCELLATION OF A RESERVATION**

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 Homeownership Department as soon as possible.

**F. CANCELLATION OF LOAN IN ORDER TO TAKE ADVANTAGE OF ADJUSTMENTS IN INTEREST RATES**

If the Participating Lender cancels an existing reservation or allows it to expire in what appears to be an attempt to obtain a lower interest rate for the Mortgagor, the Participating Lender will be required to Relock the interest rate on the loan. Therefore, Mortgagor will receive the higher rate of the current interest rate and the original interest rate.

**INDIANA HOUSING AND COMMUNITY DEVELOPMENT AUTHORITY  
MY HOME PROGRAM  
APPLICATION PACKAGE SUBMISSION  
SECTION 8**

Participating Lenders are encouraged to pre-qualify Mortgagors for credit eligibility whenever possible; the Unified Residential Loan Application (URLA Form 1003) can be dated prior to the date of the purchase agreement. Note: IHCDA's documents cannot be dated prior to the date of the reservation.

**A. SUBMISSION**

The Participating Lender is responsible for performing a thorough investigation to determine whether both the Mortgagor and the property meet Program requirements. The following information must be submitted to IHCDA to obtain preliminary approval needed to close:

- Reservation Fee
- IHCDA Homeownership Affidavit
- Certificate of Completion from Framework (if applicable)

**B. APPLICATION PACKAGE SUBMISSION (APPROVAL)**

All files will be reviewed in the order that they are received. IHCDA will underwrite all files within a reasonable amount of time from the date that the file is received. Participating Lenders are encouraged to check IHSF regularly for the status of its application packages.

When IHCDA determines that the application package is complete and in compliance with Program requirements, IHCDA will change the status to reflect "Approved" in the IHSF. IHSF will show a date on which the loan expires which is known as the Commitment Expiration Date, and the Participating Lender must have received final approval from IHCDA and the loan must be purchased by the Master Servicer on or before such date.

**C. APPLICATION PACKAGE SUBMISSION (PENDED)**

If IHCDA needs additional information or if the application package is incomplete, the application package will be considered "pended" and the status will show "Incomplete" in IHSF. IHCDA will review the application conditions within a reasonable amount of time from the date the condition is received.

**INDIANA HOUSING AND COMMUNITY DEVELOPMENT AUTHORITY  
MY HOME PROGRAM  
CLOSING PACKAGE SUBMISSION  
SECTION 9**

**A. DUE DATE**

The loan closing package must be final approved by IHCDA and purchased by the Master Servicer prior to the “Commitment Expiration Date” listed on IHSF. The Commitment Expiration Date is sixty (60) days after the date of reservation on all properties. Extensions may be granted. Contact IHCDA for extension requests at [ExtensionRequests@ihcda.in.gov](mailto:ExtensionRequests@ihcda.in.gov).

**B. SUBMISSION**

After the loan closing, the Participating Lender shall forward to IHCDA the executed closing package, which consists of the following:

- Final Mortgagor and Loan Originator Signed 1003 (Copy)
- Final Signed IHCDA Homeownership Informational Certificate “Info Cert” Document (Copy)
- 3 Years of Tax Transcripts (Copy, required for MY/MCC only)
- Signed Purchase Agreement/Counters/Amendments (Copy)
- Appraisal (Copy)
- Signed Closing Disclosure (Copy)

IHCDA documents cannot be dated prior to the date of closing.

**C. CLOSING PACKAGE SUBMISSION (APPROVAL)**

All files will be reviewed in the order that they are received. IHCDA will underwrite all files within a reasonable amount of time from the date that the file is received. Participating Lenders are encouraged to check IHSF regularly for the status of its closing packages.

When IHCDA determines that the closing package is complete and in compliance with Program requirements, IHCDA will change the status to reflect “Approved” in the IHSF. IHSF will show a date on which the loan expires which is known as the Commitment Expiration Date, and the Participating Lender must have received final approval from IHCDA and the loan must be purchased by the Master Servicer on or before such date.

**D. CLOSING PACKAGE SUBMISSION (PENDED)**

If IHCDA needs additional information or if the closing package is incomplete, the closing package will be considered “pending” and the status will show “Incomplete” in IHSF. IHCDA will review the closing conditions within a reasonable amount of time from the date the condition is received.

**INDIANA HOUSING AND COMMUNITY DEVELOPMENT AUTHORITY  
MY HOME PROGRAM  
CANCELLED/REJECTED/TERMINATED LOANS  
SECTION 10**

**A. CANCELLATION**

If the Participating Lender fails to receive final approval from both IHCD and the Master Servicer by the Commitment Expiration Date, IHCD will cancel the reservation. If the reservation is canceled by IHCD, the Participating Lender may request reinstatement of the reservation. Reinstatements will be approved at IHCD's sole discretion, and subject to the availability of funds. The Participating Lender has thirty (30) days to reinstate the reservation.

**B. DENIED RESERVATION**

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

**C. PERMANENT TERMINATION POLICY**

Once a reservation shows a status of "Terminated" in IHSF, a Participating Lender cannot reinstate the loan. If the Participating Lender wishes to originate a My Home loan with the same Mortgagor at the same property address the Participating Lender must wait sixty (60) days from the date of termination to reserve the new loan. In which case, the Mortgagor will receive the current interest rate. If a loan is "Terminated", and the Mortgagor chooses to use a different Participating Lender the new lender may reserve the loan at any time and the Mortgagor will receive the current interest rate.

**The First Mortgage may not be closed prior to the Committed Approval Date shown in the IHSF. If there is a violation of the foregoing, the originating Participating Lender shall retain the First Mortgage. If the First Mortgage is not purchased by the Master Servicer or sub-servicer, for any reason, the originating Participating Lender shall retain the First Mortgage.**