



First Home ClubSM

FUNDING CERTIFICATION

The Federal Home Loan Bank of New York ("FHLBNY") will process the funding of First Home ClubSM funds when an approved First Home Club member participant ("Member") submits this First Home Club Funding Certification ("Certification") and all the information specified below in order to approve the disbursement of funds. **The Member may submit this request and documentation to fund First Home ClubSM funds anytime after the Member has issued to the household their first mortgage commitment but no later than 10 business days prior to the scheduled date of the closing of the home.**

FHLBNY Participating Member (Stockholder Institution)		Estimated Date of Closing
Household Name(s) (as it will appear on Mortgage)		FHC ID #
Amount FHC Matching Funds Requested \$	Amount of Home Ownership Counseling \$	Total FHC Grant \$

SUBMIT THE FOLLOWING

Please verify inclusion and legibility of all documentation submitted. Review shall cease until all required documentation is received.

- Income Documentation** (include Income Calculation Sheet) which reflects the total household income at the time of Enrollment in the First Home Club program

Total Household Income: \$ _____ Maximum Allowable Income \$ _____
Household Size: _____ Percent of MFI (not to exceed 80%) _____ %

- Savings Deposits** evidencing systematic and consistent savings deposits including third party documentation for any approved withdrawals made from the dedicated account.

Total Eligible Savings: \$ _____ Number of Eligible Deposits: _____
Date Savings Account Opened: _____

- Homeownership Counseling Certificate** for each responsible household having attended all workshops

Name of Homeownership Counseling Agency: _____

- Enrollment Terms and Conditions** that each responsible household executed this statement at the time of Enrollment.

- Member's Mortgage Commitment** which has been executed by the Member and sent to the FHC household

Date of Member's Mortgage Commitment: _____
Type of Loan: _____
Is this a HOEPA loan: YES NO

PROPERTY ADDRESS

Street _____ City _____ State _____ ZIP _____

County _____ MSA _____ Census Tract _____

Section No. _____ Block No. _____ Lot No. _____ Grid No. _____

Type of Property: Single Family Condominium Co-op 2 to 4 Family

Is this Property a Manufactured Home?: YES NO

MEMBER CERTIFICATION

The Member certifies that, to the best of their knowledge, the information provided herewith and part of this First Home Club Funding Certification is true and accurate.

The Member acknowledges that First Home Club funds hereunder are not Federal funds and will be subject to the Rules and Regulations of the Federal Housing Finance Agency, 12 C.F. R. Part 1291 ("Regulations"), as the same may be amended from time to time.

The Member certifies that, they are providing mortgage financing to the household, and that they will provide financial or other incentives in connection with such mortgage financing, and the rate of interest, points, fees, and any other charges by the Member will not exceed a reasonable market rate of interest, points, fees, and other charges for a loan of similar maturity, terms, and risk.

The Member agrees to notify the FHLBNY if the Borrower sells the home or refinances the first mortgage executed with the Member.

The Member concedes that it is the sole responsibility of the Member to insure that the household is properly qualified at the time of enrollment under the policies and procedures of the FHLBNY First Home Club. The member certifies that, to the best of their knowledge, the household has met all the First Home Club Program criteria to qualify for First Home Club funds.

If the FHLBNY or the Member determine that any funds will not be or are no longer being used for the purposes approved by the FHLBNY, the funds will be recaptured and returned to the FHLBNY.

If an Event of Noncompliance occurs, the FHLBNY will recapture a pro rata portion of the Subsidy Amount by taking the following actions:

- a) The FHLBNY will request that the Member promptly reimburse the FHLBNY for such amount. The Member shall, within five (5) business days of the FHLBNY's request, demand that the Borrower pay the Member the full amount of the recapture. The Borrower must then remit such funds within ten (10) business days of the Member's request. Upon receipt, the Member shall promptly remit such funds to the FHLBNY. If the Borrower does not make such payment to the Member, the Member may request in writing that the FHLBNY give the Member a specified period of time to recapture the funds. The FHLBNY may, at its option, grant the Member a specified period of time ("Remediation Period"), as approved by the FHLBNY, in which to recapture the funds. During the Remediation Period, the FHLBNY agrees to take no action against the Member regarding recapture.
- b) If the Member willfully does not, within five (5) business days of the FHLBNY's request, demand that the Borrower pay the Member the full amount of the recapture, the FHLBNY may debit the Member's demand deposit account ("DDA") for such amount. In the event that the balance in such DDA is at any time insufficient to reimburse the FHLBNY for such amount, the FHLBNY may apply any other deposits, credits, moneys, or other properties of the Member then in the possession of the FHLBNY to the reimbursement of such amount.

- c) If the Member, within five (5) business days of the FHLBNY's request, demands that the Borrower pay the Member the full amount of the recapture and the Borrower does not remit such funds within ten (10) business days of the Member's request and the Member does not request in writing that the FHLBNY give the Member a Remediation Period in which to recapture the funds, the FHLBNY may debit the Member's DDA for such amount. In the event that the balance in such DDA is at any time insufficient to reimburse the FHLBNY for such amount, the FHLBNY may apply any other deposits, credits, moneys, or other properties of the Member then in the possession of the FHLBNY to the reimbursement of such amount.
- d) If the FHLBNY opts not to grant the Member a Remediation Period, the Member shall either reimburse the FHLBNY for the full amount of the recapture or commence foreclosure proceedings against its lien on the home purchased by the Borrower. The Member shall promptly pay to the FHLBNY all moneys realized from such foreclosure proceedings, up to the total of the Subsidy Amount, after payment of any prior lien(s). Any payments realized from the foreclosure proceedings shall satisfy the Member's obligation, provided that the Member uses its best efforts to effect recapture of the appropriate Subsidy Amount and provides adequate documentation to the FHLBNY to evidence such proceedings. The Member's obligation to repay the recaptured funds to the FHLBNY shall not exceed the amount of such funds actually collected or recovered by the Member from the Borrower or as the result of foreclosure proceedings.
- e) If the Member willfully does not take either course of action within five (5) business days of the FHLBNY's option not to grant the Member a Remediation Period, the FHLBNY will debit the Member's DDA for such amount. In the event that the balance in such DDA is at any time insufficient to reimburse the FHLBNY for such amount, the FHLBNY may apply any other deposits, credits, moneys, or other properties of the Member then in the possession of the FHLBNY to the reimbursement of such amount.

Disbursement of funds pursuant to the Funding Certification shall be made by credit to the Member's DDA at the FHLBNY on or about the requested funding date or the scheduled date of closing. The Member will disburse the funds to the eligible household within 30 days of receipt into the Member's DDA. If the funds are not disbursed within 30 days or if the closing date has been postponed, the funds must be returned to the FHLBNY. The funds will be made once again available ten (10) business days before the rescheduled closing date.

The Member fully understands that, failure to provide complete and readable information on the household may result in the delay of funding or rejection of funding request.

The FHLBNY may cancel this Funding Certification or may deny or limit the amount of funding pursuant to this Funding Certification or declare an event of non-compliance in the following circumstances:

- a) the Lender is in default under the Advances Agreement or is not in compliance with the terms of the FHLBNY's credit policies; or
- b) the Lender's financial condition is such that the FHLBNY determines that the Lender's ability to repay indebtedness is adversely affected; or
- c) the Lender does not supply the FHLBNY, if requested to do so, with evidence satisfactory to the FHLBNY that the Subsidy Amount will be used for the purposes of downpayment and closing costs for the purchase of a home by a first-time homebuyer; or
- d) the Lender is not in full compliance with the FHLBNY's capital stock and collateral requirements at the funding date; or
- e) the Borrower does not meet all the First Home Club program requirements.
- f) Post-closing documents show cash back to the borrower in an amount that exceeds the sum of all HUD-1 noted paid out of closing (poc) items and up to \$250.00 di minimis amount provided for in 12 CFR 1291.6.
- g) the Lender does not submit all required post-closing documents within (10) business days following after the date of settlement.

The Member further certifies that the information and its representations and warranties in the Advances, Collateral Pledge and Security Agreement ("Agreement") between the FHLBNY and Members are true and correct as of the date of this Funding Certification as if made on such date and that the Member is not in default under the Advances Agreement. The Member further represents and warrants to the FHLBNY that (i) it will fully comply with the Regulations; (ii) it is in compliance with the FHLBNY's capital stock and collateral requirements; (iii) it is in compliance with the FHLBNY's credit policies; and (iv) it is not subject to any supervisory or consent agreement with any regulatory body that has authority over it.

FHLBNY Participating Member _____

Print Name _____ Title _____

Authorized Signature _____ Date _____

For Federal Home Loan Bank of New York Use Only

Signature _____	Date _____
Signature _____	Date _____
Verification of System for Commitment/Drawdown _____ Date _____	