



RURAL NEVADA DEVELOPMENT CORPORATION

1320 East Aultman Street • Ely, Nevada 89301
Phone (775) 289-8519 • Toll Free (866) 404-5204
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NEIGHBORHOOD STABILIZATION PROGRAM DOWN PAYMENT ASSISTANCE

Rural Nevada Development Corporation has received an allocation of funds to assist low, moderate, and middle income (LMMI) households purchase foreclosed properties in targeted areas. These deferred loan funds are provided by Nevada Housing Division. There is no interest accrual and no monthly payments. The full amount of the loan is due and payable when the property is sold, there is a transfer of title, or if the home is no longer the client's primary residence. Funds will be used for down payment assistance, principal buy downs, and to fund eligible closing costs.

- The deferred loan is secured by an interest free loan agreement and Deed of Trust to the benefit of Nevada Housing Division.
- The deferred loan is not forgiven.
- Client must carry hazard insurance (and flood insurance where applicable) to adequately cover mortgage and the deferred loan, for the duration of the loan.
- Applicant must be qualified for a mortgage. Notice of pre-qualification from the lender must be submitted with the client's application.
- Home must meet HUD Housing Quality Standards (HQS).
- Homes must be vacant at time of purchase and cannot have been rented at any time during the previous six months.
- Home must be purchased in a targeted area.
- Purchase price cannot exceed 95% of area FHA mortgage limit.
- Minimum of \$20,000 is available for principle buydowns. Assistance cannot exceed 40% of purchase price.
- NSP funds will be used to pay for 50% of lender required down payment. Additional assistance may be available to applicants that are first time homebuyers and whose gross annual income is less than 80% of area median income, per HUD guidelines.

Additional restrictions and program guidelines apply. Please contact our office or visit www.rndcnv.org for more information.

Items needed prior to disbursement of funds:

1. Signed Offer and Acceptance
2. Preliminary Title Report
3. Good faith estimate
4. Appraisal
5. Uniform Relocation Act-Notice to Sellers signed by seller
6. Inspection (will need to meet HQS) this is not needed if the appraisal is an FHA appraisal
7. Lead-Based paint inspection (pre-1978 only). If hazards (chipping, peeling, chalking LBP) are found, no funds will be disbursed until all hazards are corrected.
8. Certification of completion of HUD approved 8 hour homebuyer education class.

Once all items are received by the RNDC office, funds will be disbursed to the Title Company via check or wire transfer.

When determining a closing date please keep in mind that RNDC runs checks every other Friday (see attached calendar). All items listed above must be received by the Friday prior for review and funding approval.

NEIGHBORHOOD STABILIZATION PROGRAM
HOMEBUYER ASSISTANCE PROGRAM

ASSISTANCE DETERMINATION GUIDELINE

-Principle buydowns will be determined by the following:

Client's Gross Annual Income Limit	Buydown Assistance
0-50% AMI	\$40,000
51-80% AMI	\$30,000
80-120% AMI	\$20,000

-Lender required down payment:

If a down payment is required by the lender (i.e. 3.5% for FHA loans), NSP funds can be used for half of the down payment. Clients with incomes that do not exceed 80% AMI and are first time homebuyers, may be eligible for HOME funds to cover the remaining down payment. These additional funds are limited by area and are not guaranteed.

-Eligible closing costs:

May include loan origination fees, appraisal, credit report, title search, escrow fees, document preparation, reserves, and inspection costs. Prepaid items such as insurance premiums and yearly taxes are not eligible.

**NEIGHBORHOOD STABILIZATION PROGRAM
HUD AREA MEDIAN INCOME LIMITS**

Douglas County

	1 Person	2 person	3 Person	4 Person	5 Person	6 Person	7 Person	8 Person
50% AMI	\$25,850.00	\$29,500.00	\$33,200.00	\$36,900.00	\$39,850.00	\$42,800.00	\$45,750.00	\$48,700.00
80% AMI	\$41,350.00	\$47,250.00	\$53,150.00	\$59,050.00	\$63,750.00	\$68,500.00	\$73,200.00	\$77,950.00
120% AMI	\$62,000.00	\$70,850.00	\$79,700.00	\$88,550.00	\$95,650.00	\$102,750.00	\$109,800.00	\$116,900.00

Nye County

	1 Person	2 person	3 Person	4 Person	5 Person	6 Person	7 Person	8 Person
50% AMI	\$22,350.00	\$25,500.00	\$28,700.00	\$31,900.00	\$34,450.00	\$37,000.00	\$39,550.00	\$42,100.00
80% AMI	\$35,750.00	\$40,850.00	\$45,950.00	\$51,050.00	\$55,150.00	\$59,200.00	\$63,300.00	\$67,400.00
120% AMI	\$53,600.00	\$61,250.00	\$68,900.00	\$76,550.00	\$82,700.00	\$88,800.00	\$94,950.00	\$101,050.00

FHA Mortgage Limits List - FHA Forward

Message: MORTGAGE LIMITS SUCCESSFULLY COMPLETED
SUCCESS

Mortgage maximums as of Wednesday February 25, 2009
(17 records were selected, 17 records displayed.)

MSA Name	MSA Code	Division	County Name	County Code	State	One-Family	Two-Family	Three-Family	Four-Family	Last Revised	Limit Year
CARSON CITY, NV (MSA)	16180		CARSON CITY	510	NV	\$398,750	\$510,450	\$617,050	\$766,850	01/01/2009	CY2009
FALLON, NV (MICRO)	21980		CHURCHILL	001	NV	\$271,050	\$347,000	\$419,425	\$521,250	01/01/2009	CY2009
LAS VEGAS-PARADISE, NV (MSA)	29820		CLARK	003	NV	\$400,000	\$512,050	\$618,950	\$769,250	01/01/2009	CY2009
GARDNERVILLE RANCHOS, NV (MICRO)	23820		DOUGLAS	005	NV	\$468,750	\$600,100	\$725,350	\$901,450	01/01/2009	CY2009
ELKO, NV (MICRO)	21220		ELKO	007	NV	\$325,000	\$416,050	\$502,900	\$625,000	01/01/2009	CY2009
NON-METRO	99999		ESMERALDA	009	NV	\$271,050	\$347,000	\$419,425	\$521,250	01/01/2009	CY2009
ELKO, NV (MICRO)	21220		EUREKA	011	NV	\$325,000	\$416,050	\$502,900	\$625,000	01/01/2009	CY2009
NON-METRO	99999		HUMBOLDT	013	NV	\$271,050	\$347,000	\$419,425	\$521,250	01/01/2009	CY2009
NON-METRO	99999		LANDER	015	NV	\$271,050	\$347,000	\$419,425	\$521,250	01/01/2009	CY2009
NON-METRO	99999		LINCOLN	017	NV	\$271,050	\$347,000	\$419,425	\$521,250	01/01/2009	CY2009
FERNLEY, NV (MICRO)	22280		LYON	019	NV	\$331,250	\$424,050	\$512,600	\$637,000	01/01/2009	CY2009
NON-METRO	99999		MINERAL	021	NV	\$271,050	\$347,000	\$419,425	\$521,250	01/01/2009	CY2009
PAHRUMP, NV (MICRO)	37220		NYE	023	NV	\$325,000	\$416,050	\$502,900	\$625,000	01/01/2009	CY2009
NON-METRO	99999		PERSHING	027	NV	\$271,050	\$347,000	\$419,425	\$521,250	01/01/2009	CY2009
RENO-SPARKS, NV (MSA)	39900		STOREY	029	NV	\$403,750	\$516,850	\$624,750	\$776,450	01/01/2009	CY2009
RENO-SPARKS, NV (MSA)	39900		WASHOE	031	NV	\$403,750	\$516,850	\$624,750	\$776,450	01/01/2009	CY2009
NON-METRO	99999		WHITE PINE	033	NV	\$271,050	\$347,000	\$419,425	\$521,250	01/01/2009	CY2009

257,497.50

Selection criteria

Sorted by: County
 State: NV
 County:
 County Code:
 MSA Name:
 MSA Code:
 Limit Type: FHA Forward
 Last Revised:

The CY2009 basic standard mortgage limits for FHA insured loans are:

	One-family	Two-family	Three-family	Four-family
FHA Forward	\$271,050.00	\$347,000.00	\$419,425.00	\$521,250.00
HECM	\$625,500.00			
HOPE for Homeowners	\$550,440.00			
Fannie/Freddie	\$417,000.00	\$533,850.00	\$645,300.00	\$801,950.00

High cost area limits are subject to a ceiling based on a percent of the Freddie Mac Loan limits
 The ceilings for CY2009 are:

	One-family	Two-family	Three-family	Four-family
FHA Forward	\$729,750.00	\$934,200.00	\$1,129,250.00	\$1,403,400.00

February 2010

February 2010							March 2010						
S	M	T	W	T	F	S	S	M	T	W	T	F	S
7	8	9	10	11	12	13	14	15	16	17	18	19	20
14	15	16	17	18	19	20	21	22	23	24	25	26	27
21	22	23	24	25	26	27	28	29	30	31			

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
Jan 31	Feb 1	2	3	4	5	6
					Complete Pkg Rec'd	
					Funds Disbursed	
7	8	9	10	11	12	13
					Funds Disbursed	
					Complete Pkg Rec'd	
14	15	16	17	18	19	20
					Funds Disbursed	
21	22	23	24	25	26	27
					Funds Disbursed	
28	Mar 1	2	3	4	5	6

Housing Quality Standards Inspection

HQS Inspection

Minimum Housing Standards

- Are there at least two working outlets or one working outlet and one permanent working light fixture in the Living room, Kitchen and Bedrooms?
- Are all rooms free from electrical hazards?
- Are all windows and doors that are accessible from the outside lockable?
- Is there at least one window in the Living room and each bedroom, and are all windows free of signs of severe deterioration or missing or broken window panes?
- Are the walls, ceilings and floors in good condition and free from hazardous defects throughout the unit?
- Are painted surfaces free of defective paint?
- Is there a refrigerator that works and maintains a temperature low enough so food does not spoil over a reasonable period of time?
- Is there a kitchen sink that works with hot and cold water?
- Is there space to store, prepare, and serve food?
- Is there a working oven, and a stove (or range) with top burners that work, light without a match?
- Is there a Bathroom with a closing door for privacy?
- Is there at least one permanently installed light fixture?
- Is there a working toilet?
- Is there a working, permanently installed wash basin with hot and cold running water?
- Is there a tub or shower with hot and cold running water?
- Is there ventilation in each bathroom, either a fan exhausting to the outside or a window?
- Are there working smoke detectors on each floor of the unit?
- Is the foundation sound and free from hazards?
- Are all stairs, rails and porches sound and free from hazards?
- Are the roof, gutters, and downspouts, exterior surfaces, and chimney sound and free from hazards?
- Is the heating equipment capable of providing adequate heat to all room used for living?
- Does the unit have adequate ventilation and cooling



Move in ready?
Is the unit freshly painted
and carpets cleaned?

by means of openable windows or a working cooling system?

- Is the hot water heater located, equipped and installed in a safe manner with a working discharge line?
- Is the unit served by an approved public or private sanitary water supply?
- Is plumbing free from leaks or corrosion?
- Can the unit be entered without having to go through another unit?
- Is there an alternative fire exit from this building that is not blocked and meets local or state regulations as an acceptable exit?
- Is the unit free from rats or severe infestation by mice, vermin or other insects?
- Is the unit free from tripping hazards?



This list is not exclusive. There may be other items not listed which may fail the unit.

**RURAL NEVADA DEVELOPMENT
CORPORATION**

AGREEMENT

DOWN PAYMENT ASSISTANCE

This agreement made and entered into this ____ day of _____, 2009 by and between _____, hereinafter referred to as APPLICANT, and RURAL NEVADA DEVELOPMENT CORPORATION, a non-profit corporation, existing under and by virtue of the laws of the State of Nevada, hereinafter referred to as RNDC:

WHEREAS, the State has made available certain funds from the HOME Investment Partnerships Program and Neighborhood Stabilization Program (NSP) for rural counties of Nevada, to be administered as deferred payment loans; and

WHEREAS, the State desires to provide financial assistance through the deferred payment loans and thus make available home ownership opportunities to low, moderate, and middle income families; and

WHEREAS, the Applicant has satisfied the criteria established by the State for eligibility for a deferred payment loan; and

WHEREAS, the State agrees to provide a deferred payment loan to Applicant, subject to the following conditions, restrictions and covenants:

ARTICLE I

SOURCE AND AMOUNT OF FUNDS

The funds which are the subject of the Agreement, and which have been provided to the Applicant under the HOME and/or NSP Down Payment Assistance Program as financial assistance for down payment and eligible closing costs towards the purchase of a housing property unit located at _____, _____ County, Nevada, the legal description of which property is:

_____.

Is for the amount of:

\$0000.00 (_____ **00/100**)

ARTICLE II

RECAPTURE OF LOAN FUNDS

Recapture of NSP and/or HOME funds shall follow these guidelines:

HOME Investment Partnerships Program, Final Rule, 24 CFR Part 92, Subpart F-- Project Requirements, §92.254 Qualifications as affordable housing: homeownership.(a)(5)(ii) Recapture. Recapture provisions must ensure that the participating jurisdiction recoups all or a portion of the HOME assistance to the homebuyers, if the housing does not continue to be the principal residence of the family for the duration of the period of affordability. The participating jurisdiction may structure its recapture provisions based on its program design and market conditions. The period of affordability is based upon the total amount of HOME funds invested in the property.

(A) The following option for recapture requirements is acceptable to HUD.

(1) Shared net proceeds. If the net proceeds are not sufficient to recapture the full HOME investment (or a reduced amount as provided for in paragraph (a)(5)(ii)(A)(2), above, of this section) plus enable the homeowner to recover the amount of the homeowner's down payment and any capital improvement investment made by the owner since purchase, the participating jurisdiction may share the net proceeds. The net proceeds are the sales price minus loan repayment (other than HOME funds) and closing costs. The net proceeds may be divided proportionally as set forth in the following mathematical formulas:

$$\frac{\text{HOME investment}}{\text{HOME investment} + \text{homeowner investment}} \times \text{Net proceeds} = \text{HOME amount to be recaptured}$$

$$\frac{\text{homeowner invest}}{\text{HOME investment} + \text{homeowner investment}} \times \text{Net proceeds} = \text{amount to homeowner}$$

ARTICLE III

HAZARD INSURANCE COVERAGE

The Applicant further agrees to maintain sufficient hazard insurance on the subject property which will adequately cover and secure the State's total loan amount. The Applicant agrees to have the RNDC, 1320 East Aultman, Ely, NV 89301, listed as an additional insured on the policy. RNDC shall receive 30 days written notice of cancellation.

ARTICLE IV

COMPLIANCE WITH COUNTY CODES

The Applicant also agrees to maintain the subject property in accordance with all applicable building and health codes, including improvements made or installed pursuant to this agreement for the term of the agreement.

ARTICLE V

DEED RESTRICTIONS

The Applicant further agrees and understands that the RNDC's Down Payment Assistance Program requires that units assisted with HUD HOME and/or NSP funds remain affordable to low income purchasers for the stated term of compliance or until the unit is sold and the HOME and/or NSP subsidy is recaptured. In order to insure compliance with this restriction, a list of at least five deed restrictions will be incorporated into each project Deed of Trust as well as a signed written agreement. The deed restrictions are as follows:

- 1) RNDC reserves the right of first refusal. Owner agrees that if the Owner decides to sale or transfer of property, RNDC shall have the option to purchase the home. Owner shall submit a copy of the proposed loan's terms together with any and all other information reasonably requested by RNDC. Within 45 days from receipt of information, RNDC shall render a decision.
- 2) The property must be used as the purchaser's principal residence.
- 3) No subleases are allowed.
- 4) HOME and/or NSP funds must be recaptured upon sale or transfer of title of the property.
- 5) In the event of foreclosure, a deed-in-lieu of foreclosure of the First Mortgage, or upon payment in full of the assistance, any provision herein or in any collateral agreement restricting the use of the Property of restricting the Borrower's ability to sell the property, shall automatically have no further force or effect on the subsequent owners or purchasers of the Property. Any person, including his successors and assigns (other than the Borrower or related entity or person to the Borrower), receiving title to the Property through a foreclosure or deed-in-lieu of foreclosures of the First Mortgage shall receive title to the Property free and clear from such restrictions.

ARTICLE VI

BREACH OF CONTRACT AND LEGAL COSTS

The Applicant further agrees that the deferred loan granted herein shall be secured by a Deed of Trust executed by the Applicant, and recorded in the Office of the County Recorder in said County where property is located, State of Nevada. Said Deed of Trust may not be subordinate to any other lien in favor of the State of Nevada any person with who the Applicant has business of family ties.

JOHN DOE

DATE

JANE DOE

DATE

STATE OF NEVADA
COUNTY OF _____

On this _____ day of _____, 2009, _____
personally appeared before me, a Notary Public, and executed this document.

NOTARY PUBLIC

FERREL D. HANSEN, Chief Executive Officer
Rural Nevada Development Corp.

DATE

STATE OF NEVADA
COUNTY OF _____

On this _____ day of _____, 2009, FERREL D. HANSEN personally
appeared before me, a Notary Public, and executed this document.

NOTARY PUBLIC

The undersigned hereby affirms
that there is no Social Security
number contained in this document

PARCEL # 00-00-000

After Recording Please Return to:

RNDC

Housing Administrator

1320 E. Aultman

Ely, NV 89301

DEED OF TRUST

This DEED OF TRUST, made this _____ day of _____, 2009 by and
between _____, husband and wife,
hereinafter named TRUSTOR, and **FIRST AMERICAN TITLE COMPANY OF NEVADA,**
hereinafter named TRUSTEE, and **NEVADA HOUSING DIVISION** hereinafter named
BENEFICIARY.

WITNESSETH, that TRUSTOR IRREVOCABLY grants, transfers and assigns to TRUSTEE in
trust with power of sale, that property located in the County of _____ Nevada, legally
described as follows:

And more commonly known as _____ STREET,
_____, county of NEVADA.

TOGETHER WITH all appurtenances in which TRUSTOR has any interests including water
rights benefiting said real property, represented by shares of a company or otherwise; and

TOGETHER WITH the rents, issues and profits thereof, reserving the right to collect and use the
same, except during some default hereunder, in which event the TRUSTEE shall collect the same
by any lawful means in the name of the BENEFICIARY,

FOR THE PURPOSE OF SECURING total amount of Down Payment Assistance Agreement
(including any and all change orders executed subsequent to the date of this Deed of Trust) and
payment of any indebtedness evidenced by and accruing under said Down Payment Assistance
Agreement in the principal sum of **Ten thousand ninety-one dollars and 00/100 (\$00,000.00)**
executed by TRUSTOR in favor of BENEFICIARY, or order.

“The Owner’s right, title and interest in this unit and the use, sale, resale and rental of this
property are subject to the terms, conditions, restrictions, limitations and provisions for HOME
and/or Neighborhood Stabilization Program funds as set forth in:

*HOME Investment Partnerships Program, Final Rule, 24 CFR Part 92, Subpart F--
Project Requirements, §92.254 Qualifications as affordable housing:*

homeownership.(a)(5)(ii) Recapture. Recapture provisions must ensure that the participating jurisdiction recoups all or a portion of the HOME assistance to the homebuyers, if the housing does not continue to be the principal residence of the family for the duration of the period of affordability. The participating jurisdiction may structure its recapture provisions based on its program design and market conditions. The period of affordability is based upon the total amount of HOME funds invested in the property.

(A) The following option for recapture requirements is acceptable to HUD.

(1) Shared net proceeds. If the net proceeds are not sufficient to recapture the full HOME investment (or a reduced amount as provided for in paragraph (a)(5)(ii)(A)(2), above, of this section) plus enable the homeowner to recover the amount of the homeowner's down payment and any capital improvement investment made by the owner since purchase, the participating jurisdiction may share the net proceeds. The net proceeds are the sales price minus loan repayment (other than HOME funds) and closing costs. The net proceeds may be divided proportionally as set forth in the following mathematical formulas:

$$\frac{\text{HOME investment}}{\text{HOME investment} + \text{homeowner investment}} \quad X \quad \text{Net proceeds} = \text{HOME amount to be recaptured}$$
$$\frac{\text{homeowner invest}}{\text{HOME investment} + \text{homeowner investment}} \quad X \quad \text{Net proceeds} = \text{amount to homeowner}$$

By execution of this Deed of Trust that those provisions included in the Rural Nevada Development Corporation Down Payment Agreement executed by TRUSTOR hereby incorporated herein by reference and made part hereof as though fully set forth herein at length; that the TRUSTOR or his successors will observe and obligations, and parties in said provisions shall be construed to refer to the property obligations and parties set forth in this Deed of Trust.

THE UNDERSIGNED TRUSTOR request that a copy of any Notice of Default and of any Notice of Sale hereunder, be mailed to him/her, or his/her authorized agent at the address herein set forth:

RURAL NEVADA DEVELOPMENT CORPORATION
1320 E. AULTMAN
ELY, NV 89301

JOHN DOE

DATE

JANE DOE

DATE

STATE OF NEVADA
COUNTY OF _____

On this _____ day of _____, 2009 JOHN DOE & JANE DOE personally appeared before me, a Notary Public, and executed this document.

NOTARY PUBLIC