

BISMARTBUY101

How to Originate, Process, and Review SmartBuy Loans

All items subject to change. Visit ihdamortgage.org for current information. This is a high-level overview and should not be used on its own to determine program guidelines and IHDA Overlays.



How does SmartBuy work?



- SmartBuy aims to increase access to
 homeownership by removing the
 burden of student loans for
 homebuyers.
- It comes with a flat \$5,000 2nd mortgage deferred that can be used for down payment assistance or closing costs.
- It will also pay up to but not exceeding \$40,000 toward the payoff of student loans!

Can any lender participate?

Yes, but...

a) Lender must be an approved IHDA Mortgage participating lender, and

b) someone who holds a leadership role (CEO, CFO, SVP), or someone authorized by leadership must indicate they want to participate via *https://www.ihdamortgage.org/sbrequest*

A separate list of lenders and resources will be available on <u>www.ihdamortgage.org/smartbuy</u>

SMARTBUY

	1 st Mortgage Term	30-Year fixed rate
	ONLY Allowed Loan Types	Freddie Mae
- Baba	DPA Assistance	\$5,000* flat deferred
	Student Loan Assistance	Up to, but not exceeding, \$40,000
2 nd Mortgage Term		Due upon the sooner of the maturity date or repayment of the 1 st mortgage
	Student Loan Assistance Terms	Promissory Note and Deed Restriction; no repayment required after 36 months

*The DPA cannot be used to pay off debt of any kind.

SMARTBUY Terms

Borrower Requirements

- Meet all IHDA requirements
- Must have at least \$1,000 in student loans from qualified source
 - Debt must be from an eligible educational institution, in borrower(s) name and for borrower(s) education
 - First-time or non-first time homebuyer
 - Must be current on their student loans (forbearance is ok)

IHDA Compliance

• Borrower's income must not exceed the applicable county limits

 Purchase Price cannot exceed the applicable county limits

Financing Requirements

- Fannie Mae, Freddie Mac, and FHA Loan Types Only!
- ALL student loans must be paid off at closing by the \$40,000 assistance or in combination with borrower funds

EDSNARTBUY Initial Eligibility Review



Before we get started...

1)

2

If the assistance (up to but not exceeding \$40k) does not cover the student debt, the borrower must cover the difference. (Gift funds are ok)

If you use any of the assistance to pay a borrower or co-borrower's student loans, then ALL their student loans must be paid off. Either with the assistance, their own funds, or a combo of both.

Three BIG things to pay attention to on SmartBuy...



You can leave either borrower's student loans unpaid and still use their income to qualify.

Initial Eligibility Review

Is my borrower eligible?

Student Loan Review

- Request a current student loan statement for every student loan the borrower has (do this for all borrowers using the assistance).
- Review all the student loans reported on the credit report to ensure you have accounted for ALL student debt.
- Once you have this information, you will use it to complete the SmartBuy Submission Cover. (we'll cover this on the next slide)





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Initial Eligibility Review

Is my borrower eligible?

Using the Submission Cover

- The SmartBuy submission cover will:
 - Total all the student loan debt and autofill the required documents
 - Calculate the assistance amount needed
 - Calculate the funds the borrower will need to bring if the assistance amount does not cover the full balance

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ALL LOAN TYPES

Section 2c –

- All Borrower(s) and/or CoBorrower(s) student loans should be listed
- Student loans being paid off should be marked as being "paid at closing"
- If only paying off 1 of the Borrower(s) loans only those loans should be marked as being "paid at closing"

Reminder: All student loans for at least 1 of the Borrower(s) must all be paid in full at closing

Section 4b –

- Add IHDA DPA 2nd as subordinate lien with \$5,000 loan amount, as applicable
- Will be left blank if the Borrower opts out of the IHDA 2nd

Section 4d –

Add IHDA SmartBuy Assistance as grant for student loan payoff amount up to \$40,000







STOP BEFORE YOU RUN DU

FANNIE MAE ONLY

SmartBuy assistance will not be included in the CLTV

- IHDA DPA of \$5,000
 - Entered as subordinate financing
- HFA Preferred included in special feature codes
- SmartBuy assistance added as a grant
 - Mark existing student loan as: 'paid at closing'



How to Enter in LPA



STOP **BEFORE** YOU RUN LPA

FREDDIE MAC ONLY

SmartBuy assistance will not be included in the CLTV

IHDA DPA of \$5,000
Entered as subordinate financing
Shown in the affordable second section

HFA Advantage is in the program identifiers

SmartBuy assistance added as a grant

Mark existing student loan as: 'paid at closing'







- Entry into both DU & LPA are the same for FHA loans
- SmartBuy assistance will not be included in the CLTV
- IHDA DPA of \$5,000
 Entered as subordinate financing
- SmartBuy assistance added as a grant
- Mark existing student loan as:
 'paid at closing'



Initial Eligibility Review

Is my borrower eligible?

Using the Submission Cover (cont.)

- Complete this section using the credit report and student loan statements
 - If a loan isn't going to be paid off with assistance it must be listed but the payoff amount must be listed as \$0.
- Complete this section with the details of transaction
 - Hit the <u>Calculate</u> button on the top, and it will total these amounts for you:
 - #3: Total Education Liabilities
 - #7. Total SmartBuy Education assistance
 - #8. Final Balance (cash needed to close)

Reminder: If you update ANY amount, hit calculate again to be sure your totals updated!

- The SmartBuy Calculator Section:
 - Is automatically calculated based on what you put in
 - Shows you if the assistance provided covers the total student loans and if not, how much they will need to bring to closing.

STU	DENT L	OANS INSTRUCTIONS: List minimum) must have the assistance does not o loans. If any borrower's payoff for each debt usi	every student loan for all borrowe their loans paid in full by the \$40 over the full balance, the borrower mus debt is not being paid by the SmartBuy e SmartBuy Assistance and list them as	rs whether or not 0,000 SmartBuy a t pay the difference / assistance (partia paid on the final cl	it is being ssistance or or opt out o lly or in full osing disclos	paid in connection w in combination wit of utilizing any of the 3), enter the payoff am sure.	vith program funds. (h non-IHDA borrow SmartBuy assistance to ount as \$0. Lenders m	One borrower () er funds/credits. It ward their student ust include a valid	
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	5. FINA	AL BALANCE (negat	ive = short to close)	•				\$ 5	,000.00
	REMINDE	R: Borrowers can leav t of 1% or \$1,000, which	e the table with \$25 ever is greater (all othe	0 plus an er funds sh	ything ould be	above and used for pr	beyond the incipal reduc	borrower' ion).	s minimum

SMARTBUY CALCULATOR	Help!
Total Educational Debt	\$48,000.00
SmartBuy Assistance (up to \$40k)	\$40,000.00
Borrower Funds Applied	\$8,000.00

Click calculate to verify totals! Balance (must be \$0 to be compliant) \$ 0.00



BUSMARTBUY

FILE MUST BE SUBMITTED TO IHDA PRIOR TO CLOSING!!!

Prep for Pre-Close Review



Pre-Close Review Prep

Preparing to submit for pre-close IHDA Review

- Now that you've verified the borrower's eligibility you can submit for Pre-Close Review once you have:
 - Lender Underwriting Approval
 - Obtain current payoffs for all student loans
 - All items on the Pre-Close SmartBuy Checklist





Pre-Close Review Prep (cont.)

Student Loan Attestation

About this Doc:

 Auto Completed by Submission Cover

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- Lists every student loan obligation belonging to the borrower(s)
- Should mirror the amounts found on the payoffs
 - Signed by all borrowers
- Notarized (not required with e-signature)

What is collected on this document:

- The payoff amount of each loan
- Payoff Expiry Date
- Account Number

- Current balance
- Monthly Payment
- Months left on loan
- Creditor Name
- Who the debt belongs to

Illinois H	ousing Development Authority
STUD	SMATLENY FRETATION
Borrower name	Street Address.
Co-Borrower Name	Gity

INSTRUCTIONS:

Co-Borrower Name.

List all student loans belonging to the Borrower(s) to be paid off with the Illinois Housing Development Authority ("BHDA") Mortgage SmartBuy Program ("Program") funds or in combination with Borrower's own funds. The sum of all student hans obligances the learning or the Borrower must be paid off at clearing of the Program loan, using the Program funds or the borrower's own funds. Co borrowers may elect to leave their student han obligances to attending. However, a partial payoff of student kans, belonging to Borrower or Co-borrower, using the Program funds is not allowed unless the remaining balance of the student loan obligation is to be paid off with the borrower's own funds at closing of the Program Inax.

ZIP Code.

All items must be reviewed, investigated, and evaluated by the lender to whom you submitted your mortgage loan application (the 'Lender') and its respective agents. This Student Lean Attestation must be signed by all becroning parties.

1. STUDENT LOAN ATTESTATION

....

This Student Loan Attestation shall be considered part of the application for the loan, and is incorporated therein. If any statement made by you in this attestation is false, the morigage loan made to you sell not be eligible for the single family morigage purchase program of HDA, and in such event the outstanding principal halmore of the morigage loam may be declared immediately due and payable.

It may be a federal offense purishable by a maximum of a 55,000 fine, two years imprisonment, or both, to knowingly make a false statement in fine attentiation (Litle 18 United States Code, Section 1014). Kead this attentiation carefully to be sure the information in it is true and complete before signing this form. All questions must be inswered completely. If any question is not applicable, answer 'N/A.' The information provided in this attention is subject to venification by ILDA, the Lender, and their respective agents.

2. STUDENT LOAN OBLIGATIONS

The undersigned, hereinafter collectively referred to as "the Borrower," affirms as follows:

In connection with my application to the IEDA biorgage SmartSuy Program, I declare the following student loan obligations exist or are expected to exist at the time of docing. I admovidge knowings withholding information of underdeed student loan obligations may construct mortgage fraud, if this Student Loan Attestation is executed more than 90 days prior to the Closing Date of the purchase of the property. I agree to update and recently the accessive of the information in this Attestation within 90 days prior to such Closing Date. Dwe hereby certify that, to the best of my knowledge, the following accounts reflect the totality of all student loans Dwe are obligated to:

58-059.1

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b)	In connection	with the Program, a	ll of Borrower's studer	nt loans and Co	-Borrower's
	student loans	if utilizing Program	funds to pay off his/he	er student loans	, must be paid o
	at the time of c	The Program fund	s. or		
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c)	Any student le	program runds.	he Borrower or Co-Bo	rrower(s) left u	inpaid after
-,	closing and af	ter utilizing Program	n funds to constitute a p	artial payoff of	student loans
	shall render th	e loan non-compliar	at and ineligible for deli	very to IHDA.	
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Pre-Close Checklist

- Included on the pre-close submission cover
- File contact Name & Email:
 - Make sure you include the correct file contact on the submission cover
 - This is where IHDA will send your approval and prepared closing docs
- The IHDA pre-close review can take up to five (5) business days



Submit for Pre-Close Review (TPO Connect)



Navigate to the Documents Page

Sergio Herrera 444 Clifton Ave, Chicago, IL, 80601 Suite Mortgage Company, Inc.	Collateral Trac Lender Case #: IL3031742 Total Loan A Loan #: 3192394 VA Loan Sun Alternate Loan	m \$140,000.00 Loan Type: m 750 Loan Purpose	Conventional Intere	st Rate: 4.750% To Value \$4.85% / \$7.88%	C Ist C
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Withdraw Loan	PPE REPORT		Comments	Drag & Drop files here or	Browse for files
	SMARTBUY PRE-CLOSE REVIEW DOCUMENTS		Comments	Drag & Drop files here or	Browse for files

After the loan is Locked as SmartBuy, Navigate to the Documents Page

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SmartBuy Pre-Close Review Documents

The Document Upload Placeholder for 'SmartBuy Pre-Close Review Documents' Appears

When lenders are ready to send the preclose package to IHDA, upload to the corresponding 'SmartBuy Pre-Close Review Documents' placeholder in the documents tab.

Then exit the loan (via clicking Pipeline at top of page).



U Warning

You are unable to perform this action because of the following reasons:

Please upload only to the 'SmartBuy Pre-close Review Documents' or any applicable Conditions within Documents and Purchase Conditions Pages. Make sure to exit the loan after uploading to the Pipeline to get the initial SmartBuy review underway. You do not need to Submit for Review at this time. Email Mortgage@ihda.org with any questions. Document Investor Documents attachment is missing

Document IHDA Documents attachment is missing

SmartBuy Pre-Close Review Documents

SmartBuy Pre-Close documents must be uploaded via <u>SmartBuy Pre-Close</u> <u>Review Documents</u> – if not you will receive this "Error Message"

DO NOT SELECT "SUBMIT FOR REVIEW" - you will receive this "Error Message"





The following loan has had the SmartBuy Pre-Close Review Suspended with Conditions. Please log into the TPO Connect portal to see what necessary deficiencies need correction Prior to Approval, located on the Purchase Conditions page.

Doe, John 3192344 SmartBuy FNMA

Instructions: Once in TPO Connect, pull up the specific loan number, navigate to the Purchase Conditions page, and Upload the Condition PDFs to the appropriate Upload Placeholder.

Please Note: If you have any questions about the loan conditions, please reach out to the IHDA Compliance Officer sending this approval email (Do Not Respond to this Automated Email). If you do not have the Compliance Officer's email address, please reach out to <u>Mortgage@ihda.org</u> and reference the corresponding Compliance Officer and loan number. Reviews and corrections may take as long as up to 10 business days.

Please email <u>Mortgage@ihda.org</u> with any questions or concerns Thank you

Suspended with Conditions

If Suspended with Conditions:

Automated Email sent to File Contact with location of SmartBuy Conditions within TPO Connect

- If conditions are needed to be fulfilled, the Compliance Officer will upload condition requests as usual in TPO Connect to Purchase Conditions Page
- An automated email will be sent out to the File Contact alerting them to check the loan as conditions have been applied to the file
- The Lender will then fix the loan deficiencies, Upload the corrected documents to TPO Connect as usual
- IHDA will be notified overnight of the uploaded conditions
- SmartBuy Condition reviews have up to a 5-business day turn time
 - The process will repeat as necessary



The following loan has had the SmartBuy Pre-Close Review **Approved**. Please log into the TPO Connect portal to download the Promissory Note, Guaranty Letter, and Deed Restriction located on the Documents page.

Doe, John 3192344 SmartBuy FNMA

Instructions: Once in TPO Connect, pull up the specific loan number, navigate to the Documents page, select the "SmartBuy Documents" dropdown arrow, and download the attached PDF by selecting the download arrow to the right.

Please Note: If any of the loan level details change prior to close and the values within the SmartBuy documents need to be adjusted, please reach out to the IHDA Compliance Officer sending this approval email (Do Not Respond to this Automated Email). If you do not have the Compliance Officer's email address, please reach out to <u>Mortgage@ihda.org</u> and reference the corresponding Compliance Officer and loan number. Reviews and corrections may take as long as up to 10 business days.

Please email Mortgage@ihda.org with any questions or concerns. Thank you

Approved file

If File Approved:

Automated Email sent to File Contact with location of SmartBuy Approval Docs within TPO Connect



IHDA is Notified of the Upload

- The first time anything is uploaded to "SmartBuy Pre-Close Review Documents" in TPO Connect, IHDA will be notified overnight
- DO NOT SELECT "SUBMIT FOR REVIEW", as that will move the file into post close IHDA review status
- The loans will be added to the Compliance review Queue
- SmartBuy Reviews have a 5-business day initial review window
- During review the Compliance Officer will either Suspend with Conditions or Approve the Pre-Close Documents



IHDA Review

Readying your documents for IHDA

Pre-Close IHDA Decision

- SmartBuy TPO Connect Process
 - Iocated in Partner Center under Training Archive



- After you've successfully submitted your loan to TPO Connect, IHDA will provide status in TPO:
 - Please check TPO for file status

The IHDA pre-close review can take up to five (5) business days. Please give yourself enough time before close. If there are any conditions/corrections, the 5-day clock starts over.





IHDA Review

Important Information





If <u>ANY</u> student loan payoff amounts change, you will need to contact the IHDA compliance officer or <u>mortgage@ihda.org</u> requesting updated closing documents. This will include the Promissory Note, the Deed Restriction, and the Guaranty Letter.

The IHDA pre-close review can take up to five (5) business days. If there are any conditions/corrections, the 5-day clock starts over.



EXAMPLE 1 SMARTBUY Doc Prep for Closing





IHDA Review

Readying your documents for IHDA

Documents Unique to SmartBuy

- IHDA will status as approved and issue you prepared closing docs via TPO Connect:
 - 1. Promissory Note
 - 2. Deed Restriction
 - 3. Guaranty Letter







Closing Doc Promissory Note

About This Document:

- Is prepared and sent to the lender AFTER pre-close approval
- Must be signed at closing
- · Amount will always be the amount of the assistance for student loan debt relief
- NOT recorded

PROMISSORY NOTE

THIS PROMISSORY NOTE ("this "Note") is made as of this _____ day of _____ 20____

(the "Maker") to the order of the ILLINOIS HOUSING DEVELOPMENT AUTHORITY, a body politic and corporate established pursuant to the Illinois Housing Development Act, 20 ILCS 3805/1 et seq., as amended from time to time (the "Act"), and the rules promulgated under the Act, as amended and supplemented (the "Rules"), having its principal office at 111 E. Wacker Drive Suite 1000 Chicago, Illinois 60601 (the "Pavee").

1. FORGIVABLE ASSISTANCE.

The Maker has requested, and the Pavee has agreed to provide forgivable assistance to the Maker pursuant to the requirements of the Illinois SmartBuy Program in an amount not to exceed No/100 Dollars (\$_____ .00) (the "Forgivable Assistance") for that certain residential real property owned by the Maker which is commonly known as



2. COVENANT TO PAY THE FORGIVABLE ASSISTANCE

For value received, the Maker promises to pay to the order of the Payee the Forgivable Assistance, or so much thereof as may be advanced hereafter to Maker at such times and in such amounts as Pavee shall determine in accordance with the terms of this Note, bearing no interest except in the Event of a Default (as defined herein); provided, however, the Forgivable Assistance, shall be reduced by one-thirty-sixth (1/36th) for each month from the date of this Note. All payments under this Note are to be paid as provided in this Note, or such other place as the holder of this Note may from time to time designate. The Forgivable Assistance shall be subject to repayment and recapture for a term of three (3) years from the date of this Note (the "Term"). Absent the occurrence of an Event of Default (as defined herein), which has not been cured or waived by Payee, or an event that but for the passage of time or giving of notice would be an Event of Default

> (i) no payments of principal shall be due and payable by Maker to Payee, and (ii) at the expiration of the Term, Payee shall forgive the entire principal balance of the Forgivable Assistance and cancel this Note.

3. SMARTBUY DOCUMENTS

The Forgivable Assistance is also evidenced, and governed by, among other things: (a) that certain Deed Restriction (SmartBuy Program) executed by Maker (the "Deed Restriction"); and SB-058 1 of 4

(b) all other documents that evidence, or govern the Forgivable Assistance including, but not limited to the required supporting documentation submitted therewith (collectively, the "Ancillary Documents").

This Note, the Deed Restriction, the Student Loan Attestation, and the Ancillary Documents are collectively referred to herein as the "SmartBuy Documents". Terms not otherwise defined herein shall have the meaning ascribed thereto in the other SmartBuy Documents.

4. MONTHLY PAYMENTS

No payments of principal and interest shall be due unless there is an Event of Default (as defined herein) which is not cured during any applicable notice and cure period. Upon the occurrence of an Event of Default (as defined herein), Maker shall pay the entire outstanding balance of the Forgivable Assistance and Default Interest (as defined herein), to the Payee.

Payments to be made under this Note or under any of the other SmartBuy Documents are to be made at such place as the legal holder of this Note may from time to time in writing appoint, and, in the absence of such appointment, then at the following address:

Illinois Housing Development Authority 21412 Network Place Chicago, Illinois 60673-1412

5. EVENT OF DEFAULT

A breach by the Maker of any of its representations, certifications, warranties or covenants contained in any of the SmartBuy Documents or in the performance of any of its obligations under the SmartBuy Documents shall constitute an "Event of Default" under this Note. Upon the occurrence of an Event of Default and until such Event of Default is cured, interest shall accrue on the Forgivable Assistance at the rate of five percent (5%) per annum (the "Default Interest").

6. REMEDIES

The Payee shall have the right to exercise any one or more of the following remedies upon an Event of Default

- (a) terminate the SmartBuy Documents;
- (b) declare the then outstanding balance of the Forgivable Assistance, together with any Default Interest, immediately due and payable at the place of payment;
- (c) the Payee may proceed to exercise any rights and remedies available to the Payee under the SmartBuy Documents; or
- (d) exercise any other rights and remedies that may be available at law, in equity or otherwise

The Payee's remedies are cumulative, and the exercise of one remedy shall not be deemed an election of remedies, nor foreclose the exercise of any other remedy by the Payee. No waiver of any breach of this Note by the Payee shall be deemed to be a waiver of any other breach or a subsequent breach. If the Payee fails SB-058 2 of 4 to exercise, or delays in exercising, any right under this Note, such failure or delay shall not be deemed a waiver of such right or any other right. If suit is brought to collect the sums due under this Note, the Payee shall be entitled to collect all reasonable costs and expenses of suit, including, but not limited to, reasonable attorneys' fees.

7. PREPAYMENT

Maker may prepay the Forgivable Balance outstanding in whole or in part at any time without penalty.

8. JOINT AND SEVERAL LIABILITY.

Presentment, notice of dishonor, and protest, are waived by all makers, sureties, guarantors and endorsers of this Note. If more than one party is executing this Note as Maker, then all such parties executing this Note agree to be jointly and severally bound by it.

9. NOTICES

Any notice, demand, request or other communication which any party may desire or may be required to give to any other party under this Note shall be given in writing, at the addresses set forth below, by any of the following means:

- (a) personal service;
- (b) overnight courier, or (c) registered of certified United States mail, postage prepaid, return receipt requested.

If to Maker:

Postal Service.

At the address of the Property:

If to Payee: Illinois Housing Development Authority 111 E. Wacker Drive STE 1000 Chicago, Illinois 60601 Attention: Legal Department

Maker's addresses may be changed by notice to Payee given in the same manner as provided in this Note, and the Payee's address may be changed by notice to Maker via email at the email address provided in the Maker's Ancillary Documents. Any notice, demand, request or other communication sent pursuant to subsection

> (a) shall be served and effective upon such personal service. Any notice, demand, request or other communication sent pursuant to subsection

Illinois

- (b) shall be served and effective upon one (1) business day after deposit with the overnight courier. Any notice, demand, request or other communication sent pursuant to subsection (c) shall be served and effective three (3) business days after deposit with the United States
 - SB-058 3 of 4

10. GOVERNING LAW

Maker agrees that this instrument and the rights and obligations of the parties under this Note shall be governed by the laws of the State of Illinois, without reference to its conflict of law principles.

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What is a Deed Restriction?

How to explain to your borrowers

A deed restriction

- restriction placed on a piece of land or property and recorded with the county,
- limits what the owner of the property can do.

SmartBuy deed restriction

relevant if the borrower chooses to sell before the end 3-year forgiveness period of the Student Loan Assistance.

- Borrowers who choose to sell before the 3 years
 - required to find a buyer that meets the IHDA income limits and purchase price limits in effect the year they purchase the home. (They would not be required to use an IHDA program.)





Closing Doc Deed Restriction

Requirements:

- Is prepared and sent to the lender AFTER pre-close approval
- Contains the PIN, address, legal description, and closing date
- MUST BE RECORDED and sent to IHDA after recordation

Signed at closing by all borrowers, like other IHDA closing docs, it cannot be e-signed

STATE OF____

I, the undersigned, a Notary Public in and for the County and State aforesaid, certify that

personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he/she signed and delivered the said instrument as his/her free and voluntary act and deed, for the uses and purposes therein set forth.

_, 20___

SB-057.1

Notary Public

Given under my hand and official seal this _____ day of ____



THIS INSTRUMENT WAS PREPARED BY:	(the "Property").
PREPARED BY: AFTER RECORDING RETURN TO: Illinois Housing Development Authority III E. Wacker Dr., Suite 1000 Chicago, Illinois 60601 Attn: Homeownership Department PIN:	The Owner does hereby impress all of the Property with the following deed restrictions (the "Restrictions"): OWNER MAY NOT SELL, TRANSFER OR ASSIGN HIS/HER/THEIR INTEREST IN THE PROPERTY, OR ANY PART THEREOF, UNLESS AND EXCEPT (A) SUCH SALE, TRANSFER OR ASSIGNMENT MEETS THE INCOME AND PURCHASE PRICE LIMITS OF THE ILLINOIS HOUSING DEVELOPMENT AUTHORITY IN EFFECT AT THE TIME OF THE PROPOSED SALE, TRANSFER OR ASSIGNMENT (BUT ONLY TO THE EXTENT NECESSARY TO ENSURE THE PROPERTY IS MAINTAINED AND PRESERVED FOR LOW-TO MODERATE-INCOME HOUSING) AND (B) THE ILLINOIS HOUSING DEVELOPMENT AUTHORITY PROVIDES WRITTEN CONSENT TO ANY SUCH SALE, TRANSFER, OR ASSIGNMENT PROVIDED, HOWEVER, SUCH CONSENT WILL NOT BE ENFORCED IF ITS EXERCISE IS PROHIBITED BY FEDERAL LAW AS OF THE EFFECTIVE DATE. The Restrictions shall continue in full force in effect from the Effective Date for a period of three (3) years,
, Illinois SmartBuy Program IHDA Loan Number THIS DOCUMENT MUST BE RECORDED DEED RESTRICTION THIS DEED RESTRICTION, made and entered into as of this day of, 20	unless sconer terminated by the Illinois Housing Development Authority, a body politic and corporate (the "Authority"), at its sole discretion, whichever shall occur first. Upon expiration of the three (3) year term, this document shall automatically terminate, and no additional release shall be required to effectuate such termination. Notwithstanding anything to the contrary contained herein, the Restrictions shall automatically terminate if tille to the Property is transferred pursuant to foreclosure or a deed-in-lieu of foreclosure, or if the mortgage is assigned to the Secretary of the U.S. Department of Housing and Urban Development. The Owner agrees that these Restrictions inure to the benefit of the Authority. The Owner hereby grants the Authority the right to enforce this document by any lawful means, including, but not limited to, applying to any court for specific performance or for an injunction against any violations of this document. If the Authority prevails in a legal proceeding to enforce this document, the Owner agrees that the Authority shall be entiled to recover damages, attorneys fees and court costs. The right of the Authority to enforce this document shall not be waived, expressly or otherwise.
and note particulary described as.	The provisions of this document are hereby declared covenants running with the land and, except as otherwise provided herein, are binding on all successors, heirs, and assigns of the Owner who acquire any right, title, or interest in or to the Property, or any part thereof. Except as otherwise provided herein, any person who acquires any right, title, or interest in or to the Property, or any part thereof. thereby agrees and covenants to ablide by and fully perform the provisions of this document. IN WITNESS WHEREOF, the undersigned have caused this Deed Restriction to be executed as of the Effective Date. OWNER:
	Printed Name: Printed Name:
SB-057.1	SB-057.1

Closing Doc Letter Of Guaranty

- Is prepared and sent to the lender AFTER preclose approval
- Guarantees reimbursement to the lender for the educational assistance (up to, but not exceeding \$40k)
- This amount should mirror the total of student loans on the Submission Cover

• Valid ONLY if reviewed and e-signed by IHDA

Illinois Housing Development Authority LETTER OF GUARANTY

Date	Borrower Name
IHDA Loan No.	Coborrower Name
Subject Property Street Address	Coborrower Name
Subject Property Zip	IHDA Lender Name
Subject Property State	Assistance Amount

The Illinois Housing Development Authority (the "Authority") is a body politic and corporate of the State of Illinois, created by and existing pursuant to the Illinois Housing Development Act, 20 ILCS 3805/1 et seq., (the "Act"). The Authority administers the SmartBuy Program pursuant to the Act and the administrative rules.

This letter provides aguaranty of reimbursement in the Assistance Amount to the aforementioned participating IHD fender for the specified loan number. The reimbursement amount shall not exceed \$40,000. The fathority will review all loan documentation for compliance with the Act and certify eligibility a specified borrower under the SmartBuy Program prior to closing. Reimbursement will occur after loan closing, at the time of loan purchase by the Authority via its agent U.S. Bank HFA division, or subsequent agent as may apply. In the event the first mortgage should become unsalable to IHDA via its agent, Lender will receive reimbursement for the Assistance Amount. Lender agrees to make every attempt to achieve loan salability.

A Promissory Note and Deed Restriction are attached and must be executed by borrower at time of closing and subsequently included in the assistance documentation provided to the Authority. The Deed Restriction is to be recorded with the appropriate recorder's office immediately after recording of the deed and the original Promissory Note is to be sent to the Authority via its agent at the time of purchase.

Any questions regarding this letter should be addressed to the Authority's Homeownership Department by telephone at 877.456.2656 or by email to Mortgage@ihda.org.

Important Note: This Letter of Guaranty supersedes and replaces in its entirety any previously executed Letter of Guaranty with respect to the same IHDA Loan Number.

Sincerely,

Lender Signature

REVIEWED BY (for IHDA use only)

Date

SB-019

Tara Pavlik Managing Director Homeownership Programs



EIII SMARTBUY Post-Close Review





Final Steps

Readying your documents for Closing

- Once your loan is closed, IHDA will issue an approval or conditions
- Just like other IHDA programs, there are two final post close reviews:
 - The IHDA review
 - The U.S. Bank review (follow the normal steps to upload to USB portal)
- Upon approval by both U.S. Bank and IHDA, lenders will be reimbursed for the DPA and student loan assistance





We need your help! Let's get the word out!



Tell friends and family!

People are 90% more likely to utilize a product or program if it's endorsed by a friend or family member.

Share on your social channels!

SmartBuy will have a dedicated link for interested homebuyers, and we'll be sending along information to everyone that participated in this webinar soon!

Go old-school with flyers!

We will have flyers available to anyone that is interested in promoting these programs soon. Also, if you need something different that is cobranded, let us know! We'll work with you!

Tell us how we're doing!

We love feedback. If you have comments, suggestions, or criticism, we're all ears!





How to offer SmartBuy

- 1. Talk to someone at your company who holds a leadership role, or someone authorized by leadership (CEO, CFO, SVP)
- 2. They must indicate participation via <u>https://www.ihdamortgage.org/sbrequest</u>

A separate list of lenders and resources will be available on <u>www.ihdamortgage.org/smartbuy</u>



Get your questions ready!

. Please keep your mic muted!

2. Put your questions in the chat and we'll answer them in order.

You can also email <u>Mortgage@ihda.org</u> with any questions we didn't cover!



Account Managers





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😤 mortgage @ ihda.org

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Thank You!

We Appreciate Your Partnership!

IHDA Mortgage



mortgage@ihda.org

