

Application

Minnesota Housing Rental Rehabilitation Loan Program

I. LENDER INFORMATION

Name of Lender Center for Energy and Environment	Date of Application
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Amount of MHFA Rental Rehabilitation Loan \$ _____ for _____ Months
Maximum Loan Amount is \$25,000 for a 1 and 2-unit property or \$10,000 per unit for a 3 or more unit property, up to \$100,000.

II. APPLICANT(S) INFORMATION

The information requested in this credit application is legally required to determine if you qualify for participation in this Minnesota Housing Finance Agency (MHFA) program. A portion of the data requested is classified as "private data on individuals" under Minnesota Statutes 462A.065. Use of the data is limited to that necessary for the administration and management of this program by MHFA personnel, those under contract with MHFA, and other governmental agencies when authorized by state statute or federal law.

The disclosure of your Social Security Number or Minnesota Tax Identification Number is mandatory for participation in this MHFA program, by virtue of the Minnesota Revenue Recapture Act of 1980 (Sections 270A.01 to 270A.12 of Minnesota Statutes), Section 270.66 of said Statutes, and Section 6050H of the Internal Revenue Code of 1986. Supplying these numbers could result in the application of tax refunds to the payment of any delinquent indebtedness to MHFA resulting from this or other MHFA programs. These numbers may be made available to state or federal tax authorities, and state personnel involved in the collection of state obligations.

Full Name of Applicant:	Age:	Applicant Social Security No.:
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Full Name of Co-Applicant:	Age:	Co-Applicant Social Security No.:
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Applicant Address (Street, City, State, Zip):	County:
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Home Phone: () -	Work Phone: () -
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Partnership/Corporation Name:	MN Tax ID No.:
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Address (Street, City, State, Zip):	County:
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Applicant/Organization Type: <input type="checkbox"/> Partnership <input type="checkbox"/> Individual <input type="checkbox"/> Corporation <input type="checkbox"/> Other (Specify):	<i>If you checked "Partnership" or "Corporation", you may be required to personally act as a Guarantor of the loan. Please provide the following information:</i>
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<i>If You Checked "Individual" above, please Indicate your Marital Status Below.</i>	Full Name of Guarantor:
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<table border="0"> <tr> <td><u>Applicant</u></td> <td><u>Co-Applicant</u></td> </tr> <tr> <td><input type="checkbox"/> Married</td> <td><input type="checkbox"/> Married</td> </tr> <tr> <td><input type="checkbox"/> Unmarried</td> <td><input type="checkbox"/> Unmarried</td> </tr> <tr> <td><input type="checkbox"/> Separated</td> <td><input type="checkbox"/> Separated</td> </tr> </table>	<u>Applicant</u>	<u>Co-Applicant</u>	<input type="checkbox"/> Married	<input type="checkbox"/> Married	<input type="checkbox"/> Unmarried	<input type="checkbox"/> Unmarried	<input type="checkbox"/> Separated	<input type="checkbox"/> Separated	Guarantor Address (Street, City, State, Zip):
<u>Applicant</u>	<u>Co-Applicant</u>								
<input type="checkbox"/> Married	<input type="checkbox"/> Married								
<input type="checkbox"/> Unmarried	<input type="checkbox"/> Unmarried								
<input type="checkbox"/> Separated	<input type="checkbox"/> Separated								

Applicant Race/Ethnicity <input type="checkbox"/> White <input type="checkbox"/> Black <input type="checkbox"/> Asian <input type="checkbox"/> Hispanic <input type="checkbox"/> Other	Guarantor Social Security No.:
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III. INCOME AND ASSETS

If you checked "Individual" or are a Guarantor listed above, please complete this section. Note the following:

- The only income standard you must meet is to demonstrate that you have sufficient income to repay the loan.*
- Those owners who have income necessary to repay the loan must sign the loan documents.*
- If the loan is secured by a mortgage, all entities having an ownership interest in the property must sign the mortgage.*

Applicant's Employer (Name, Address):	Phone No.: () -	Position:	Yrs.:	Income Earned: \$
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Co-Applicant/Guarantor 's Employer (Name, Address):	Phone No.: () -	Position:	Yrs.:	Income Earned: \$
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Other Sources of Income (<i>income from alimony, child support, or separate maintenance income need not be shown unless you will rely upon it as a basis for undertaking or repaying this loan.</i>)	Income Earned: \$
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Total Annual Income from sources indicated above:	\$
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Note: You must provide a copy of your personal financial statements. If you do not have them prepared, ask your lender for a blank copy to complete.

IV. CREDIT INFORMATION

Are there any outstanding judgments or liens against you? No Yes
 Have you declared bankruptcy within the last 36 months? No Yes
 Have you had any property foreclosed upon or given title or deed in lieu thereof? No Yes
 Are you a co-maker or endorser on a note? No Yes

Note: If you answer "yes" to any of the questions above, you must provide a separate written explanation.

List all current fixed obligations, installment accounts, charge accounts, loans, and debt to banks, finance companies and Government agencies.

Type of Debt	Current Balance:	Monthly Payment:
Total Personal Installment Debt	\$	\$
Total Personal Revolving Debt	\$	\$
Real estate debt for property other than improved	\$	\$
Total Business Debt	\$	\$

V. INFORMATION ON PROPERTY TO BE IMPROVED *(Applicant must currently own property)*

	Street Address by Building	Number of Units	Number of Stories	Year Built
Building 1				
Building 2				
Building 3				
Building 4				
City	State		Zip Code	County

Purchase Price: \$	Date of Purchase:	Current EMV: \$				
	Whom Indebted (Name, Address):	Date Incurred:	Original Amount:	Current Balance:	Monthly Payment:	Maturity Date:
c-f-d			\$	\$	\$	
Mortgage			\$	\$	\$	
Other			\$	\$	\$	

Is the property being purchased on a contract-for-deed? No Yes
 If yes, is there a "balloon payment"? No Yes Date: _____
 Amt.: \$ _____

Note: the term of your MHFA Rental Rehabilitation Loan cannot extend beyond the date of any balloon payment. A copy of your contract-for-deed must be attached to your application.

VI. PROJECT DEVELOPMENT BUDGET

	ESTIMATED ANNUAL INCOME AND MANAGEMENT EXPENSES (AFTER REHAB)	PROPOSED BUDGET
1.	Gross Rental Income (Total Annual Contract Rent)	
2.	Less 5% vacancy and collection loss	()
3.	Net Rental Income (Line 1 less Line 2)	
4.	Commercial Rent	
5.	Laundry Income	
6.	Parking Income	
7.	Other Income	

8.	TOTAL REVENUE (Lines 3-7)	\$
VI. PROJECT DEVELOPMENT BUDGET (continued)		
9.	Advertising & Marketing	
10.	Management Fee	
11.	Legal	
12.	Auditing	
13.	Telephone	
14.	On-site Management Payroll	
15.	Other Administration (Security, licenses, etc.)	
16.	TOTAL ADMINISTRATION (Lines 9-15)	\$
17.	Elevator Maintenance/Cont.	
18.	Exterminating	
19.	Rubbish Removal	
20.	Other Contract Services	
21.	Janitor Supplies	
22.	Maintenance Supplies	
23.	Grounds Maintenance	
24.	Snow Removal	
25.	Heat & A/C Repair Services	
26.	Paint/Decorating Materials	
27.	General Repair Services	
28.	Maintenance & Janitorial Payroll	
29.	Other Maintenance & Operations	
30.	TOTAL MAINTENANCE (Lines 17-29)	\$
31.	Electricity	
32.	Water and Sewer	
33.	Gas and Oil	
34.	TOTAL UTILITIES (Lines 31-33)	\$
35.	TOTAL OPERATING (Lines 16, 30, 34)	\$
36.	Insurance	
37.	Real Estate Taxes	
38.	Replacement Reserve	
39.	TOTAL DISBURSEMENTS (Lines 35-38)	\$
40.	NET OPERATING INCOME BEFORE DEBT SERVICE (Line 8 - Line 39)	\$
41.	Existing Debt Service on Property	()
42.	Other Debt	()
43.	NET ANNUAL OPERATING INCOME AVAILABLE FOR MHFA RENTAL REHABILITATION LOAN DEBT SERVICE (Line 40 less Lines 41- 42)	\$
44.	MONTHLY OPERATING INCOME AVAILABLE FOR MHFA RENTAL REHABILITATION LOAN DEBT SERVICE (Line 43 divided by 12)	\$

VII. IMPROVEMENT INFORMATION

Labor costs must be incorporated into the cost of each improvement. A copy of a signed MHFA Contractor Warranty from each contractor listed below must be provided with your application.

	TYPE OF IMPROVEMENT	COST	MHFA Rental Rehab Loan Financed (X)	NAME OF CONTRACTOR
00	ACCESSIBILITY <i>(specify):</i>	\$		
10	ELECTRICAL	\$		
20	STRUCTURAL ALTERATIONS	\$		
30	EXTERIOR FINISHING	\$		
40	INTERIOR FINISHING	\$		
50	ROOFING	\$		
60	PLUMBING	\$		
70	HEATING	\$		
80	ENERGY CONSERVATION	\$		
90	MISCELLANEOUS	\$		
	TOTAL PROJECT COST:	\$		

Note: Certain improvements are not eligible. These include: fireplaces, swimming pools, tennis courts, saunas, decks, patios, and other recreational facilities; conversion of seasonal or non-residential structures to residential structures; and construction of additional rental dwelling units

VIII. OTHER IMPROVEMENT FUNDS

Complete this section when the Rental Rehabilitation Loan funds are being coordinated with other funds:

<u>SOURCE</u>	<u>AMOUNT</u>
Applicant Contribution (specify source):	\$
Other Funds (specify source):	\$
Other Funds (specify source):	\$
Other Funds (specify source):	\$
Other Funds (specify source):	\$
This MHFA Rental Rehabilitation Loan:	\$
Total Project Cost:	\$

IX. CONDITIONS PERTAINING TO RECEIVING A RENTAL REHABILITATION LOAN

1. Loan funds shall be spent for the intended purposes within 9 months from the date of the Note.
2. The MHFA or an authorized representative shall have the right to inspect the property to be improved at any time from the date of the Note upon giving due notice to the occupant(s).
3. Improvements shall not begin before loan closing without the prior written consent of the MHFA. MHFA shall only grant said approval in special or unusual circumstances, which pose an immediate threat to the health or safety of the existing residents of the property.
4. Work shall comply with all applicable building or housing code regulations and ordinances and all necessary permits and licenses shall be obtained.
5. The residential portion of the structure must be occupied at the time of loan closing primarily by persons and families of low and moderate income. Persons and families of low and moderate income are those whose gross income (from all sources and before taxes and withholding) is less than 80% of statewide median income as defined by the U.S. Department of Housing and Urban Development. Therefore, persons and families of low and moderate income in at least one of the units in the case of a one-or two-unit building, two of the units in the case of a three-unit building, and at least 75% of the units in the case of buildings containing more than three units, shall occupy the building.

Properties which have been occupied as residential structures in the immediate past that are presently vacant are eligible under the program, but only if the borrower agrees that, when the property becomes occupied, it will be occupied by the required number of low and moderate income households.

Properties presently containing vacant dwelling units and some occupied dwelling units are eligible under the program, provided when the units become occupied after the rehabilitation, the required number of low and moderate-income households will occupy the property.

X. SIGNATURES

I/We certify that the statements contained in this application are true, accurate and complete to the best of my/our knowledge.

I/We agree to the Conditions Pertaining To Receiving a Rental Rehabilitation Loan (Section IX, above).

I/We hereby authorizes the release of any information necessary for the lending institution to process this application.

<i>(Applicant Signature and Title)</i>	<i>(Date)</i>
<i>(Co-Applicant Signature and Title)</i>	<i>(Date)</i>
<i>(Print Name of Entity accepting Application)</i>	
<i>(Print Name)</i>	<i>(Print Title)</i>
<i>(Signature)</i>	<i>(Date)</i>

The Minnesota Housing Finance Agency does not discriminate on the basis of age, race, sex, color, creed, religion, sexual orientation, national origin, disability, familial status or receipt of public assistance in employment or the provision of services.

Equal Opportunity Housing and Equal Opportunity Employment



CHARACTERISTICS OF TENANT HOUSEHOLDS

Borrower: _____ Property Address: _____
 County: _____

This information is requested solely for the purpose of determining compliance with federal civil rights laws and State data needs. Your response will not affect consideration of your application.

HOUSEHOLD CHARACTERISTICS (Complete one line for each unit in the development)

UNIT NO.	NO. OF BED-ROOMS	MONTHLY GROSS RENT Contract rent+ tenant paid utilities + subsidy	VACANCY STATUS O=Occupied V=Vacant	ANNUAL GROSS INCOME OF HOUSEHOLD Unadjusted income of all residents from all sources	AGE OF HEAD OF HOUSEHOLD U=Undisclosed	GENDER OF HEAD OF HOUSEHOLD M=Male F=Female U=Undisclosed	RACE OF HEAD OF HOUSEHOLD W=White B=Black H=Hispanic I=American Indian or Alaskan Native A=Asian or Pacific Islander O=Other U=Undisclosed	NO. OF ADULTS IN HOUSEHOLD Adults residing in unit (including head of household)	NO. OF MINOR CHILDREN IN HOUSEHOLD Children under age 18 residing in unit.	MARTIAL STATUS M=Married N=Not Married (includes widowed or divorced) S=Separated U=Undisclosed
				\$						
				\$						
				\$						
				\$						
				\$						
				\$						
				\$						
				\$						
				\$						

I/we certify that the information stated here is true, accurate, and complete to the best of my/our knowledge and belief.

Borrower: _____ Date: _____
 Co-Borrower: _____ Date: _____

Contractor Warranty

Minnesota Housing Rental Rehab Loan Program

PROPERTY ADDRESS: _____

ATTENTION PROPERTY OWNER: YOUR CONTRACTOR(S) MUST SIGN THIS WARRANTY

CONTRACTOR WARRANTIES

a.) Hold Harmless

Contractor shall defend, indemnify; and hold harmless the owner, and the officers, members, and employees of the Minnesota Housing Finance Agency ("MHFA") and lending institution from liability and claim for damages because of bodily injury, death; property damage, sickness, disease, or loss and expense rising from contractor's operations under this contract.

b.) Lien Waivers

Contractor shall protect, defend and indemnify owner from any claims for unpaid work, labor, or materials. Payment shall not be due until the contractor has delivered to the owner complete release of all liens arising out of this contract or receipt in full covering all labor and materials for which: a lien could be filed, or a bond satisfactory to the Owner indemnifying him against any lien.

c.) Permits and Codes

Contractor shall secure all necessary permits and licenses required to do this work, and comply with: all building code regulations and ordinances whether or not covered by the specifications and drawings for the work.

d.) Equal Employment Opportunity

Contractor shall provide equal opportunity to all persons, without discrimination as to race, color, creed, religion, national origin, sex, marital status, age and status with: regard to public assistance or disability.

e.) Unacceptable Risk

Contractor shall not be listed on the "unacceptable risk determination" list of the U.S. Department of Housing and Urban Development or the U.S. Farmer's Home Administration.

f.) For Good and Valuable Consideration

(i) The contractor hereby warrants to the owner and to subsequent owners of the property to be improved THAT DURING THE TWO (2) YEAR PERIOD FROM AND AFTER THE DATE ON WHICH THE HOME IMPROVEMENT WORK WAS COMPLETED (HEREINAFTER CALLED THE "WARRANTY DATE"), CONTRACTOR'S IMPROVEMENTS TO THE DWELLING LOCATED ON THE PROPERTY, OR IMPROVEMENTS TO APURTENANCES THERETO, OR IMPROVEMENTS TO DETACHED GARAGES, DRIVEWAYS AND WALKWAYS, INCLUDING ALL MATERIALS, HARDWARE AND FIXTURES UTILIZED IN SAID IMPROVEMENTS, SHALL BE FREE FROM DEFECTS CAUSED BY FAULTY WORKMANSHIP AND DEFECTIVE MATERIALS DUE TO NONCOMPLIANCE WITH BUILDING STANDARDS: and that if contractor's improvements involve major structural changes or additions to the dwelling, that said improvements, for a period of TEN YEARS after the Warranty Date, shall be free from major construction defects in the load-bearing portion of the dwelling, the soil, which: affect the dwelling's load-bearing function and which: vitally affect or are imminently likely to vitally affect its use for residential purposes. "Major construction defects." as used herein, shall not include damage due to movement of the soil caused by flood, earthquake, or other natural disaster. The contractor hereby further warrants that it shall repair, correct, or replace, at no cost to owner, any instances of defective workmanship or materials or deficiencies subject to the warranties contained in this paragraph.

(ii) **Exclusions.** The liability of the contractor is limited to the specific items set forth: in the above and does not extend to the following: (a) loss or damage not reported by the owner to the contractor in writing within six months after the owner discovers or should have discovered the loss or damage; (b) loss or damage caused by defects in design, installation or materials which: the Owner supplied, installed or had installed under their direction; (c) secondary loss or damage such: as personal injury or property damage; (d) loss or damage from normal wear and tear; (e) loss or damage from normal shrinkage caused by drying of the improvements within tolerances of building standards; (f) loss or damages from dampness and condensation due to insufficient ventilation after occupancy; (g) loss or damage from negligence, improper maintenance or alteration of the improvements by parties other than the contractor; (h) loss or damage from changes in grading of the ground around the improvements by parties other than the contractor; (i) landscaping or insect loss or damage; (j) loss or damage from failure to maintain the improvements in good repair; (k) loss or damage which: the owner, whenever feasible, has not taken timely action to minimize; (l) .loss or damage which: occurs after the dwelling forming a part of the property improved is no longer used primarily as a residence; (m) accidental loss of damage usually described as acts of God, including but not limited to :fire, explosion, smoke, water escape, windstorm, hail or lightning, falling trees, aircraft and vehicles, flood, and earthquake, except when the loss or damage is caused by failure to comply with: building standards; (n) loss or damage from soil movement which: is compensated by legislation or covered by insurance; (o) loss or damage due to soil conditions where construction is done upon lands owned by the owner, and obtained by him from a source independent of the contractor; (p) loss or damage due to defects in the existing structure and systems not caused by the contractor's improvement.

g.) Acknowledgment

The above warranties are in addition to, and not in limitation of, any and all other rights and remedies to which the owner, or subsequent owners, may be entitled, at law or inequity, and shall survive the conveyance of title, delivery of possession of the property, or other final settlement made by the owner and shall be binding on the undersigned notwithstanding any provision to the contrary contained in any instrument heretofore or hereafter executed by the owner. The contractor hereby acknowledges that this warranty has been approved by the Minnesota Housing Finance Agency, as provided in Minnesota Statutes, Chapter 462A, as amended,

Warrantor: (Contractor #1 sign here)

Warrantor: (Contractor #2 sign here)

Firm Name (Please Print)

Firm Name (Please Print)

Firm Address

Firm Address

Telephone

Telephone

Signature

Title

Signature

Title

CONSUMER INFORMATION

Improving your rental property can be a satisfying experience. However, expenses can run high and unforeseen problems can arise if you are not prepared. Consider the following suggestions for dealing with a contractor. The Attorney General's Consumer Division provides a brochure entitled Hassle-Free Home Building and Remodeling. You may obtain a copy of this brochure by calling (612) 296-3353 or (800) 657.3787.

CHOOSING A CONTRACTOR

There are many places to look for names of contractors:

- Start in your own neighborhood and ask for recommendations from neighbors who have had work done. Neighborhood groups may have a list of contractors who have done good work in the past.
- Building supply stores, hardware stores, lumberyards, and other materials suppliers may be able to provide names of some good contractors.
- Trade associations can usually offer good referrals because their members must maintain good reputations.
- The "yellow pages" or newspaper want ads may provide necessary information on whom to contact, and what specific improvements contractors specialize in.
- The National Association of the Remodeling Industry@ (NARI@) provides information on selecting a professional remodeling contractor, along with names of its member organizations by calling (612) 332-6274.

INVESTIGATING A CONTRACTOR

Before you sign an agreement or contract, investigate the contractor's reputation. Here are a few places to be consulted:

- ⇒ Former customers
- ⇒ The Better Business Bureau
- ⇒ Your City Hall
- ⇒ Material dealers and trade associations
- ⇒ The Minnesota Attorney General's Office
- ⇒ The U.S. Department of Housing and Urban Development

OBTAINING BIDS

Prior to obtaining bids, you should prepare a list of specifications to ensure that each contractor bids on the same amount of work. The specifications should be thorough and clear, because the contractor can only be held responsible for what is described in the specifications. There are two basic "rules" in obtaining bids:

- REQUEST SPECIFIC, WRITTEN BIDS. Do not accept verbal bids, regardless of the size of job.
- ALWAYS GET BIDS FROM AT LEAST THREE CONTRACTORS.

ITEMS IN A CONTRACT

Each of the following items should be contained in your contract before you sign it:

- ⇒ Specifications
- ⇒ Starting and completion dates
- ⇒ Change order clauses
- ⇒ Schedule of payments
- ⇒ Liability
- ⇒ Permits
- ⇒ Cancellation rights
- ⇒ Guarantees and warranties (have the contractor sign the MHFA Contractor Warranty)
- ⇒ Protection against liens
- ⇒ Cleanup of site

Get clear answers to all your questions before you sign a contract. Ensure you have the necessary financing available for the proposed cost of improvements.

PAYING THE CONTRACTOR

Do not pay a contractor a large portion or the full amount of the contract before the work is done. If needed, arrange for partial payments at the end of various stages of construction, and make final payment after accepting the completed job and after obtaining lien waivers from the contractor.

Pay the Contractor by check or money order, not with cash.

ABOUT THE MHFA CONTRACTOR WARRANTY

Although a warranty is supplied by the Minnesota Housing Finance Agency, the Agency is not party to the warranty. This is between you and the contractor. If you have any problems with the contractor, consult an attorney, a legal aid society, your city or county complaint department, or the Consumer Protection Division of the Minnesota Office of the Attorney General.

It is very important that the contractor(s) sign this warranty as it provides you with a number of important protections. By signing the warranty, the contractor states:

- a. You will be protected from lawsuits if a worker is injured on the job.
- b. He will provide lien waivers before being paid. (This assures you will not have liens placed on your property if a contractor or representative fails to pay the bills incurred with your contract.)
- c. The necessary permits will be obtained and all local building codes will be compiled with.
- d. Any defects in workmanship and materials will be warranted for two years from the date of completion of the improvement(s).

TO CENTER FOR ENERGY AND ENVIRONMENT, Minneapolis, Minnesota

TYPE OF CREDIT - CHECK THE APPROPRIATE BOX

(Name of Lender)

Individual - If you check this box, provide Financial information only about yourself.

Joint with _____ Relationship _____ If you check this box, provide Financial Information about yourself and the other person.

PERSONAL FINANCIAL STATEMENT OF

NOTE: any willful misrepresentation could result in a violation of Federal Law (Sec. 18 U.S.C. 1014)

Name _____ Birth Date _____, _____ Statement Date _____, _____

Address _____ City _____ State/Zip _____ Social Sec. No. _____

Home Phone _____ No. of Dependents _____ Bus or Occupation _____ Bus. Phone _____

NOTE: Complete all of Section II BEFORE Section I

SECTION I

ASSETS	THOU-SANDS	HUN-DREDS	CENTS	LIABILITIES	THOU-SANDS	HUN-DREDS	CENTS
1. Cash On Hand & in Banks				21. Notes Due to Banks			
2. Cash Value of Life Insurance Sec. II-A				22. Accounts & Bills Payable			
3. U.S. Gov. Securities Sec. II-B				23. Unpaid Income Taxes Due - θ Federal θ State			
4. Other Marketable Securities Sec. II-B				24. Other Unpaid Taxes & Interest			
5. Notes & Accounts Receivable - Good Sec. II-C				25. Loans on Life Insurance Policies Sec. II-A			
6.				26.			
7.				27.			
8. TOTAL CURRENT ASSETS				28. TOTAL CURRENT LIABILITIES			
9. Real Estate Owned Sec. II-D				29. Real Estate Mortgages Payable Sec. II-D			
10. Mortgages & Contracts Owned Sec. II-D				30. Liens & Assessments Payable			
11. Personal Property Sec. II-E				31. Other Debts - Itemize			
12.				32.			
13.				33. TOTAL LIABILITIES			
14.				34. Net Worth (Total Assets minus Total Liabilities)			
15. TOTAL ASSETS				35. TOTAL LIABILITIES & NET WORTH			

ANNUAL INCOME

Salary, Bonuses & Commissions	\$	
Dividends & Interest	\$	
Rental & Lease Income (Net)	\$	
Alimony, child support, or separate maintenance income need not be revealed if you do not wish to have it considered as a basis for repaying this obligation.		
Other Income—Itemize	\$	

(Complete Section II on Reverse Side)

