

GIFT LETTER FOR A MORTGAGE

Date:

To: [LENDER MORTGAGEE NAME] (the "Lender") **Re:** Mortgage loan application of [BORROWER FULL LEGAL NAME] for the property located at [SUBJECT PROPERTY ADDRESS]

Gift Letter — Conventional Loan (Fannie Mae / Freddie Mac)

I, [DONOR FULL LEGAL NAME], residing at [DONOR ADDRESS] (the "Donor"), hereby certify and represent to [LENDER MORTGAGEE NAME] (the "Lender") the following in connection with the above-referenced conventional mortgage loan application:

1. Gift of Funds

I have made, or will make on or about ****, a bona fide gift of **\$0.00** (zero dollars and 00/100) (the "Gift") to the Borrower(s) named above for use toward the Down Payment in connection with the purchase of the property located at [SUBJECT PROPERTY ADDRESS] (the "Property").

2. Donor's Relationship to the Borrower

I am the Borrower's **Parent**. I certify that my relationship to the Borrower qualifies as an "acceptable donor" under Fannie Mae Selling Guide Section B3-4.3-04 (Personal Gifts) and/or Freddie Mac Single-Family Seller/Service Guide Section 5501.3(c), which permit gifts from a relative (defined as the Borrower's spouse, child, or other dependent, or any other individual related by blood, marriage, adoption, or legal guardianship), a fiancé, fiancée, or domestic partner.

3. No Repayment — Bona Fide Gift

The Gift is an absolute, unconditional, and bona fide gift. I hereby represent and warrant, under penalty of perjury and with knowledge that the Lender will rely on this statement in underwriting and funding the Borrower's mortgage loan, that:

(a) **No repayment of the Gift, in whole or in part, is expected or implied**, whether in the form of cash, services, future consideration, offsetting forgiveness of debt, or otherwise; (b) The Gift is not, and shall not be treated as, a loan of any kind; (c) No lien shall be recorded against, and no security interest shall be asserted in, the Property or any other property of the Borrower on account of the Gift; and (d) I have no present or future financial claim against the Borrower arising out of or relating to the Gift.

4. Source of Funds

The Gift funds are my own personal funds and were drawn from the following source:

- **Source:** Personal savings held in the donor's deposit account for more than sixty (60) days.

I will provide, upon the Lender's request, such supporting documentation as may be required to evidence the source and transfer of the Gift, including (without limitation) a copy of the donor's bank statement evidencing sufficient funds, a copy of the donor's withdrawal or wire-transfer confirmation, a copy of the cashier's or certified check, and a copy of the Borrower's deposit slip or bank statement evidencing receipt of the funds. I understand that Fannie Mae and Freddie Mac require the Lender to document the transfer from donor to Borrower.

5. Funds Transfer

The Gift funds will be transferred on or about by **Wire** directly to the closing agent / escrow.

General Provisions (Apply to All Programs)

Federal Gift Tax Disclosure

The Donor acknowledges that gifts exceeding the annual federal gift-tax exclusion amount (which the IRS adjusts annually for inflation — \$18,000 per donee for 2024; confirm the current year's exclusion) may require the filing of **IRS Form 709** (United States Gift Tax Return) by the Donor. Gifts within the Donor's lifetime unified-credit exemption generally do not result in gift-tax liability but do consume a portion of the lifetime exemption. This Gift Letter is not tax advice, and the Donor should consult a qualified tax professional regarding the federal and state gift-tax consequences of the Gift.

Anti-Money-Laundering Certification

The Donor certifies, under penalty of perjury, that: (a) the Gift funds were lawfully acquired, are the Donor's legitimate personal funds (or, in the case of a charitable or governmental donor, are the legitimate program funds of the Donor), and are not the proceeds of any criminal activity, fraud, or other unlawful conduct; (b) the Donor is not a person or entity listed on the Specially Designated Nationals and Blocked Persons List maintained by the U.S. Department of the Treasury's Office of Foreign Assets Control (OFAC), and the transfer of the Gift will not violate any applicable sanctions program administered by OFAC; and (c) the Donor has not been instructed or induced by any third party to make this Gift on behalf of a person who is not an acceptable source of gift funds under the applicable loan program.

Penalty for Misrepresentation

The Donor acknowledges that this Gift Letter is a material document relied upon by the Lender in underwriting and funding a federally-related mortgage loan. Knowingly making a false statement to a federally insured financial institution or in connection with an FHA-insured, VA-guaranteed, or USDA-guaranteed mortgage loan is a federal crime punishable by fine and/or imprisonment under, without limitation, 18 U.S.C. §§ 1001, 1010, 1014, and 1344. The Donor declares under penalty of

perjury under the laws of the United States and the State of [STATE] that the foregoing statements and certifications are true and correct.

Authorization to Verify

The Donor hereby authorizes [LENDER MORTGAGEE NAME] and any investor, insurer, or guarantor of the above-referenced loan to verify any information in this Gift Letter, including by contacting the Donor's financial institution and obtaining copies of account statements and transfer records relating to the Gift.

Donor Signature

I have read this Gift Letter in its entirety, I understand each of its certifications and representations, and I sign this Gift Letter freely and voluntarily.

[DONOR FULL LEGAL NAME]

_____ PRINTED NAME

_____ SIGNATURE

_____ DATE

Donor Name: [DONOR FULL LEGAL NAME] **Donor Address:** [DONOR ADDRESS] **Donor Phone:** [DONOR PHONE NUMBER] **Relationship to Borrower:** Parent

Borrower Acknowledgment

I, [BORROWER FULL LEGAL NAME] acknowledge receipt of the Gift described above, confirm the truth of the statements made herein as they relate to me, and further confirm that I am under no obligation, express or implied, to repay the Gift in whole or in part.

[BORROWER FULL LEGAL NAME]

_____ PRINTED NAME

_____ SIGNATURE

_____ DATE