

Home Acquisition Debt

Home acquisition debt is a mortgage you took out after October 13, 1987, to buy, build, or substantially improve a qualified home (your main or second home). It also must be secured by that home.

If the amount of your mortgage is more than the cost of the home plus the cost of any substantial improvements, only the debt that is not more than the cost of the home plus improvements qualifies as home acquisition debt. The additional debt may qualify as home equity debt (discussed later).

Home acquisition debt limit. The total amount you can treat as home acquisition debt at any time on your main home and second home cannot be more than \$1 million (\$500,000 if married filing separately). This limit is reduced (but not below zero) by the amount of your grandfathered debt (discussed later). Debt over this limit may qualify as home equity debt (also discussed later).

Refinanced home acquisition debt. Any secured debt you use to refinance home acquisition debt is treated as home acquisition debt. However, the new debt will qualify as home acquisition debt only up to the amount of the balance of the old mortgage principal just before the refinancing. Any additional debt not used to buy, build, or substantially improve a qualified home is not home acquisition debt, but may qualify as home equity debt (discussed later).

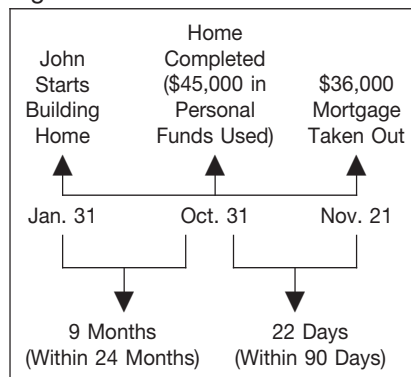
Mortgage that qualifies later. A mortgage that does not qualify as home acquisition debt because it does not meet all the requirements may qualify at a later time. For example, a debt that you use to buy your home may not qualify as home acquisition debt because it is not secured by the home. However, if the debt is later secured by the home, it may qualify as home acquisition debt after that time. Similarly, a debt that you use to buy property may not qualify because the property is not a qualified home. However, if the property later becomes a qualified home, the debt may qualify after that time.

Mortgage treated as used to buy, build, or improve home. A mortgage secured by a qualified home may be treated as home acquisition debt, even if you do not actually use the proceeds to buy, build, or substantially improve the home. This applies in the following situations.

1. You buy your home within 90 days before or after the date you take out the mortgage. The home acquisition debt is limited to the home's cost, plus the cost of any substantial improvements within the limit described below in (2) or (3). (See *Example 1* below.)
2. You build or improve your home and take out the mortgage before the work is completed. The home acquisition debt is limited to the amount of the expenses incurred within 24 months before the date of the mortgage.
3. You build or improve your home and take out the mortgage within 90 days after the work is completed. The home acquisition debt is limited to the amount of the expenses incurred within the period beginning 24 months before the work is completed and ending on the date of the mortgage. (See *Example 2* below.)

Example 1. You bought your main home on June 3 for \$175,000. You paid for the home with cash you got from the sale of your old home. On July 15, you took out a mortgage of \$150,000 secured by your main home. You used the \$150,000 to invest in stocks. You can treat the mortgage as taken out to buy your home because you bought the home within 90 days before you took out the mortgage. The entire mortgage qualifies as home acquisition debt because it was not more than the home's cost.

Example 2. On January 31, John began building a home on the lot that he owned. He used \$45,000 of his personal funds to build the home. The home was completed on October 31. On November 21, John took out a \$36,000 mortgage that was secured by the home. The mortgage can be treated as used to build the home because it was taken out within 90 days after the home was completed. The entire mortgage qualifies as home acquisition debt because it was not more than the expenses incurred within the period beginning 24 months before the home was completed. This is illustrated by *Figure C*.



Date of the mortgage. The date you take out your mortgage is the day the loan proceeds are disbursed. This is generally the closing date. You can treat the day you apply in writing for your mortgage as the date you take it out. However, this applies only if you receive the loan proceeds within a reasonable time (such as within 30 days) after your application is approved. If a timely application you make is rejected, a reasonable additional time will be allowed to make a new application.

Cost of home or improvements. To determine your cost, include amounts paid to acquire any interest in a qualified home or to substantially improve the home.

The cost of building or substantially improving a qualified home includes the costs to acquire real property and building materials, fees for architects and design plans, and required building permits.

Substantial improvement. An improvement is substantial if it:

- Adds to the value of your home,
- Prolongs your home's useful life, or
- Adapts your home to new uses.

Repairs that maintain your home in good condition, such as repainting your home, are not substantial improvements. However, if you paint your home as part of a renovation that substantially improves your qualified home, you can

include the painting costs in the cost of the improvements.

Acquiring an interest in a home because of a divorce. If you incur debt to acquire the interest of a spouse or former spouse in a home, because of a divorce or legal separation, you can treat that debt as home acquisition debt.

Part of home not a qualified home. To figure your home acquisition debt, you must divide the cost of your home and improvements between the part of your home that is a qualified home and any part that is not a qualified home. See *Divided use of your home* under *Qualified Home* in *Part I*.

Home Equity Debt

If you took out a loan for reasons other than to buy, build, or substantially improve your home, it may qualify as home equity debt. In addition, debt you incurred to buy, build, or substantially improve your home, to the extent it is more than the home acquisition debt limit (discussed earlier), may qualify as home equity debt.

Home equity debt is a mortgage you took out after October 13, 1987, that:

- Does not qualify as home acquisition debt or as grandfathered debt, and
- Is secured by your qualified home.

Example. You bought your home for cash 10 years ago. You did not have a mortgage on your home until last year, when you took out a \$20,000 loan, secured by your home, to pay for your daughter's college tuition and your father's medical bills. This loan is home equity debt.

Home equity debt limit. There is a limit on the amount of debt that can be treated as home equity debt. The total home equity debt on your main home and second home is limited to the smaller of:

- \$100,000 (\$50,000 if married filing separately), or
- The total of each home's fair market value (FMV) reduced (but not below zero) by the amount of its home acquisition debt and grandfathered debt. Determine the FMV and the outstanding home acquisition and grandfathered debt for each home on the date that the last debt was secured by the home.

Example. You own one home that you bought in 2000. Its FMV now is \$110,000, and the current balance on your original mortgage (home acquisition debt) is \$95,000. Bank M offers you a home mortgage loan of 125% of the FMV of the home less any outstanding mortgages or other liens. To consolidate some of your other debts, you take out a \$42,500 home mortgage loan [(125% × \$110,000) – \$95,000] with Bank M.

Your home equity debt is limited to \$15,000. This is the smaller of:

- \$100,000, the maximum limit, or
- \$15,000, the amount that the FMV of \$110,000 exceeds the amount of home acquisition debt of \$95,000.

Debt higher than limit. Interest on amounts over the home equity debt limit (such as the interest on \$27,500 [\$42,500 – \$15,000] in the preceding example) generally is treated