

OCCUPANCY AGREEMENT

HOME Funds Loaned:

Loan Date:

Maturity Date:

\$ _____

BORROWER: _____

LENDER: _____
(Qualified Entity,
Grantee, etc.)

The undersigned Borrower(s) of the above-captioned property understand that one of the conditions of the HOME Investment Partnerships loan is the Borrower(s) occupy the subject property and the Borrower(s) do hereby certify as follows:

1. Borrower intends to occupy the property as Borrower's primary residence and will not sublease the property.
2. If Borrower's intention changes prior to the loan closing, Borrower agrees to notify Lender immediately of that fact.
3. Borrower understands that Lender may not make the loan in connection with subject property without this Occupancy Agreement
4. Borrower acknowledges Lender has relied upon Borrower's representation of occupancy in securing said loan, the interest rate, or funding said loan.

THE UNDERSIGNED BORROWER(S) ACKNOWLEDGES AND AGREES THAT:

1. ANY MISREPRESENTATION OF OCCUPANCY BY BORROWER(S);
2. BORROWER(S) FAILURE TO OCCUPY THE PROPERTY AS THE PRIMARY RESIDENCE (i.e., OWNER-OCCUPIED)

SHALL CONSTITUTE A DEFAULT UNDER THE NOTE AND SECURITY INSTRUMENT EXECUTED IN CONNECTION WITH SAID LOAN AND, UPON OCCURRENCE OF SAID DEFAULT, THE WHOLE SUM OF PRINCIPLE AND INTEREST PAYABLE PURSUANT TO SAID NOTE PLUS COSTS AND FEES SHALL BECOME IMMEDIATELY DUE AND PAYABLE.

Borrower(s) understand that it is a Federal Crime punishable by fine or imprisonment or both to knowingly make false statement concerning any of the above facts, as applicable under the provisions of Title 18 U.S.C., Sec. 1014.

I declare that the forgoing Agreement is true and correct and agree to said terms of Agreement allowing Lender discretion to call the loan due based upon any misrepresentation of occupancy.

Borrower

Date

Borrower

Date

Attested: _____