

# Home Now Program Compliance Approval/Purchase Commitment

Name of Mortgage Lender:

ABC LENDING

("Mortgage Lender")

Mortgage Lender Contact Person:

BUGS BUNNY

(Person to whom all inquiries and documents should be addressed)

Mortgage Lender's Address:

ABC LENDING

123 MFA STREET

ALBUQUERQUE, NM 87102

MFA Lender's Phone: 505-555-5555

MFA Loan Number: 55555

Mortgage Loan Amount: \$ 6,000.00

Mortgage Note Rate: 0.00%

Source of Funds: HOME NOW

Servicer: NEW MEXICO MORTGAGE FINANCE

AUTHORITY (MFA)

Name of Mortgage Loan Applicant(s):

MFA BORROWER

Applicant(s) Social Security Number(s):

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Address or legal description of property to be financed with Mortgage Loan (the "Mortgage Property"):

4604 NEW MEXICO AVE

ALBUQUERQUE, NM 87109

County: BERNALILLO

Loan Type: CONVENTIONAL UNINSURED

New/Existing Construction: EXISTING

INCOME LIMIT: \$36,400.00

This Mortgage Loan has been Compliance Approved on September 4, 2018 with a Mortgage Note Rate of **0.00%** and a loan amount of **\$6,000.00.**

The following items must be completed at closing, if applicable to the subject loan:

- Co-signer to sign the Note ONLY for MFA purposes
- Sole and Separate Agreement signed if borrower is taking title as sole and separate

A copy of this Compliance Approval/Purchase Commitment ("Commitment") must be included in the closed loan package shipped to the Contracted Service Provider.

This Commitment is valid with or without a signature and is contingent upon Mortgage Lender's receipt of Compliance Approval of the first-position mortgage loan that is subject to a separate compliance approval/purchase commitment.

Cynthia Marquez, Compliance Specialist

**OFFER:** The Mortgage Lender shall sell the Mortgage Loan, to MFA's Contracted Service Provider in accordance with the terms, conditions, representations, and warranties set forth in this Commitment, the Master Agreement between the Mortgage Lender and MFA, the Program Documents, and the Mortgage Purchase Contract executed by the Mortgage Lender and the Contracted Service Provider governing the sale of the Mortgage Loan prior to the Final Mortgage Loan Purchase Date (as that term is defined herein below). In the event of a conflict between the provisions of this Commitment and the provisions of the Master Agreement, the Program Documents, and the Mortgage Purchase Contract, the provisions of this Commitment shall control. The Mortgage Lender expressly agrees that the Master Agreement, the Program Documents, and the Mortgage Purchase Contract set forth additional obligations of Mortgage Lender that are not addressed in this Commitment and that the execution of this Commitment does not invalidate any of those additional obligations. Notwithstanding the foregoing, the Master Agreement, the Program Documents, and the Mortgage Purchase Contract are each incorporated herein by reference.

**COMMITMENT:** By causing its Contracted Service Provider to execute this Commitment, MFA signifies its acceptance of the offer of the Mortgage Lender made herein. Upon execution of this Commitment, it shall become a binding agreement of MFA's Contracted Service Provider to purchase the Mortgage Loan from the Mortgage Lender and of the Mortgage Lender to sell the Mortgage Loan to MFA's Contracted Service Provider on the terms and conditions described herein. The Master Agreement, Program Documents, and the Mortgage Purchase Contract between the Mortgage Lender and the Contracted Service Provider constitute a binding and enforceable agreement between the undersigned parties to this Commitment. However, if the Mortgage Loan is found to be an

ineligible Mortgage Loan, neither the Contracted Service Provider nor MFA is under any obligation to purchase the Mortgage Loan from the Mortgage Lender.

**SERVICING:** MFA will service the Mortgage Loan beginning on the date of purchase of the Mortgage Loan. The borrower will be issued a Mortgage Loan coupon book for the purpose of making payment to MFA on the Mortgage Loan. MFA offers on-line payment options and access to the borrower's account information. The borrower may log onto MFA's website [www.housingnm.org](http://www.housingnm.org) for additional information.

**DEFINITIONS:** Except as otherwise defined herein, capitalized terms used in this Commitment shall have the same meaning as the capitalized terms defined in the Master Agreement.

**AMENDMENT:** Mortgage Lender consents to the amendment of the typewritten information in the forepart of this Commitment without notice to the Mortgage Lender to conform such information to the Mortgage Loan documents prior to purchase of the Mortgage Loan by the Contracted Service Provider.

**ADDITIONAL TERMS:** The following terms shall apply to the Mortgage Loan pursuant to this Commitment.

The Mortgage Loan Amount may not be changed to a lower or higher loan amount without MFA's prior approval, which MFA may or may not provide in its sole discretion as provided in the Program Documents, as amended from time to time. If the Mortgage Loan fails to meet the requirements of this Commitment including, without limitation, the requirements of the Master Agreement, the Program Documents, and the Mortgage Purchase Contract, which are each incorporated herein by reference, the Commitment will no longer be valid and the Contracted Service Provider will be under no obligation to purchase the Mortgage Loan.

The Mortgage Loan shall bear a zero percent (0%) Mortgage Note Rate, shall have a non-amortizing 10 year maturity, loans due on sale, refinance, or transfer of the property. The principal loan balance is forgiven in the eleventh year from the date of the note. If the property is sold within the 10-year affordability period, the new borrower may qualify to receive a loan under the same program and terms. Home Now loans do not carry a prepayment penalty.

The Mortgage Lender hereby affirms that the information it has provided to MFA in this Commitment is true and correct. The Mortgage Lender hereby affirms that its representations, warranties, covenants and agreements set forth in the Master Agreement, the Program Documents, and the Mortgage Purchase Contract, including, without limitation, its representations, warranties, covenants and agreements regarding its status and qualification as a Mortgage Lender, are true and correct. The Mortgage Lender hereby affirms that it has possession of the Program Documents.

MFA and any assignee may assign, transfer, pledge or encumber any of its rights, and/or delegate any of its duties under this Commitment. Upon any such assignment or transfer, the assignee shall, for any and all purposes succeed to all the MFA's rights under this Commitment, including the right to enforce all the Mortgage Lender's obligations hereunder. The representations, warranties, covenants and agreements of the Mortgage Lender set forth in Commitment including, without limitation, those set forth in the Program Documents, the Mortgage Purchase Contract, and the Master Agreement, shall survive the Contracted Service Provider's purchase of the Mortgage Loan and shall remain in full force and effect.

The Contracted Service Provider or MFA shall purchase the Mortgage Loan at a price of one hundred percent (100%) of the outstanding principal balance (plus accrued interest thereon, if any) as of the date of purchase by the Contracted Service Provider or MFA.

**The "Expiration Date," which is the final date on which the Contracted Service Provider shall be obligated to purchase the Mortgage Loan in satisfaction of the mutual covenants and obligations under this Commitment, shall be:**

**November 3, 2018**

Except as otherwise approved in writing by MFA, if the Mortgage Loan has not been purchased by MFA's Contracted Service Provider or MFA by the Expiration Date, the Commitment will terminate and MFA funds shall no longer be reserved or committed for the purchase of the Mortgage Loan after such date.

**MORTGAGE LENDER:**  
ABC LENDING  
By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Execution Date: \_\_\_\_\_

**CONTRACTED SERVICE PROVIDER:**  
MFA  
By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Execution Date: \_\_\_\_\_

