



**NEW MEXICO MORTGAGE FINANCE AUTHORITY ("MFA")
DOWN PAYMENT AND CLOSING COST ASSISTANCE PROGRAM
("HERO DPA Program")
HERO DPA MORTGAGE PURCHASE AGREEMENT**

Lender Loan Number: 4444444

Name of Mortgage Lender:
ABC MORTGAGE COMPANY
("Mortgage Lender")

Mortgage Lender contact person:

JANE SMITH
(person to whom all inquiries and documents should be
addressed)

MFA Lender's Phone Number: 505-555-5555

MFA Lender's Fax Number: 505-666-6666

Mortgage Lender's Address:

1234 ALBUQUERQUE BLVD.
ALBUQUERQUE, NM 87102

MFA HERO DPA Loan Number: XXXXX

HERO DPA Loan Amount: \$5,000.00

HERO DPA Loan note rate: X.XX % per annum (fixed rate)

Term of HERO DPA Loan in years: 30 Years

Name of Mortgage Loan applicant(s):

JOHN DOE

Applicant(s) social security number(s):

555-44-3333

Address or legal description of Residential Housing:

2678 NEW MEXICO WAY
ALBUQUERQUE, NM 87123

County: BERNALILLO

Source of funds: HERO DPA PROGRAM WITH HERO 1ST

Date funds reserved by MFA: JUNE 4, 2008

Servicer: **LENDER CHOICE PER NOFA**

**Lender understands that the use of the HERO DPA Program
requires a HERO First MBS Program loan to be reserved with
MFA.**

MFA's Reservation for the HERO DPA Program Loan described herein (the "Mortgage Loan") **will expire at 5:00 p.m. on July 19, 2008** unless prior to such time the original of this HERO DPA Mortgage Purchase Agreement executed by a representative of the Mortgage Lender and all documentation required to obtain a Mortgage Loan as defined in MFA's Reservation and Compliance Procedures, as amended from time to time, are received by MFA or MFA's Master Servicer.

MORTGAGE LENDER CERTIFICATION: The Mortgage Lender hereby certifies that the Mortgage Loan meets the criteria described herein and contained in the Master Agreement, the Notice of Funds Availability and the Reservation and Compliance Procedures, as amended from time to time (collectively, the "Program Documents") and as of the date of closing will be eligible for purchase within the HERO DPA Program.

OFFER: The Mortgage Lender shall sell the Mortgage Loan to MFA or MFA's Master Servicer in accordance with the terms, conditions, representations, and warranties set forth in the agreement executed by the Mortgage Lender and MFA or MFA's Master Servicer governing the sale of the Mortgage Loan and in the Program Documents prior to the Final Mortgage Loan Delivery Date. In the event of a conflict between the provisions of this Mortgage Purchase Agreement and the provisions of the HERO DPA Notice of Availability of Funds, the provisions of this Mortgage Purchase Agreement shall control.

MFA COMMITMENT: By causing MFA or MFA's Master Servicer to execute this HERO DPA Mortgage Purchase Agreement MFA signifies its acceptance of the offer of the Mortgage Lender made herein. Upon execution of this HERO DPA Mortgage Purchase Agreement, this Mortgage Purchase Agreement shall become a binding agreement of MFA or MFA's Master Servicer to purchase the Mortgage Loan from the Mortgage Lender and of the Mortgage Lender to sell the Mortgage Loan to MFA or MFA's Master Servicer on the terms and conditions described herein. The Program Documents and the agreement between the Mortgage Lender and MFA or MFA's Master Servicer constitute a binding and enforceable agreement between the undersigned parties to this HERO DPA Mortgage Purchase Agreement.

CLOSING: If MFA or MFA's Master Servicer reviewed the Mortgage Loan for Compliance prior to closing, the Mortgage Loan closing may not take place until after the Mortgage Lender has received a copy of the compliance approval letter from MFA or MFA's Master Servicer for the HERO DPA Loan. If MFA's Master Servicer reviews the First Mortgage Loan for Compliance post closing then MFA will review the Mortgage Loan for Compliance at the same time. It is the Mortgage Lender's responsibility to ensure that the Mortgage Loan complies with all guidelines and is closed on the correct documents.

SERVICING: Either MFA or MFA's Master Servicer will service the Mortgage Loan beginning with the date of purchase, depending on the guidelines for the Bond Issue of the HERO First MBS Program Loan. If MFA services the Mortgage Loan, the borrower will be issued two coupons; one for the HERO First MBS Program Loan and one for the Mortgage Loan. If MFA's Master Servicer services the Mortgage Loan, the borrower will be issued one coupon showing the payments for both the Mortgage Loan and the HERO First MBS Program Loan).

DEFINITIONS: Except as otherwise defined herein, capitalized terms used in this Mortgage Purchase Agreement shall have the same meaning as the capitalized terms defined in MFA's Master Agreement.

REPURCHASE: Upon written notice from MFA, in its discretion, Mortgage Lender shall repurchase the Mortgage Loan upon (1) the default and repurchase of the related HERO First MBS Program Loan, (2) upon default in the timely payment of the first installment of the Mortgage Loan or the related HERO First MBS Program Loan or (3) delinquency in payment of any installment within the first nine months of origination of either the Mortgage Loan or the related HERO First MBS Program Loan, in accordance with the requirements of the Notice of Funds Availability and the agreement between Mortgage Lender and MFA or MFA's Master Servicer.

ADDITIONAL TERMS: The following terms shall apply to the Mortgage Loan pursuant to this HERO DPA Mortgage Purchase Agreement. The Mortgage Loan Amount may not be changed to a higher loan amount without MFA's prior approval, in its sole discretion, as provided in the Reservation and Compliance Procedures, as amended from time to time.

If the Mortgage Loan fails to meet the requirements of this HERO DPA Mortgage Purchase Agreement including, without limitation, the requirements of the Program Documents incorporated herein by reference, MFA's Commitment will no longer be valid and MFA or MFA's Master Servicer will be under no obligation to purchase the Mortgage Loan.

The Mortgage Loan shall bear interest at the Mortgage Note Rate described above, shall have a 30-year (360 month) term and substantially equal monthly payment of principal and interest, in amounts sufficient to amortize the principal amount of the Mortgage Loan over the term thereof and will be due on the first day of each calendar month; the first payment of which shall commence no later than 60 days following Closing.

The Mortgage Loan shall meet all applicable FNMA requirements, if any.

An origination fee, equal to one hundred dollars (\$100.00), may be charged by the Mortgage Lender to the mortgagor or the seller of the mortgaged property at closing.

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

The Mortgage Lender has sent or shall send the mortgagor all notices required by the Real Estate Settlement Procedures Act of 1974, as amended, 12 U.S.C. Section 2601, et seq., and the regulations promulgated thereunder.

The Mortgage Lender hereby affirms that the information it has provided to the MFA in this HERO DPA Mortgage Purchase Agreement is true and correct.

The Mortgage Lender hereby affirms its representations, warranties, covenants and agreements set forth in the Program Documents without limitation, and its representations, warranties, covenants and agreements regarding its status and qualification as an Eligible Mortgage Lender set forth in the Master Agreement. The Mortgage Lender hereby affirms that it has possession of the Program Documents.

The MFA and any assignee may assign, transfer, pledge or encumber any of its rights, and/or delegate any of its duties under this HERO DPA Mortgage Purchase Agreement. Upon any such assignment or transfer, the assignee shall, for any and all purposes succeed to all the MFA's rights under this HERO DPA Mortgage Purchase Agreement, 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 this HERO DPA Mortgage Purchase Agreement including, without limitation, those set forth in the Program Documents, shall survive MFA or MFA's Master Servicer's purchase of the Mortgage Loan and remain in full force and effect.

The Final Mortgage Loan delivery date (the final date on which the Mortgage Loan may be delivered for sale to MFA or MFA's Master Servicer in satisfaction of the Mortgage Lender's obligations under this HERO DPA Mortgage Purchase Agreement) shall be:

August 18, 2008

Except as otherwise approved in writing by MFA, if the Mortgage Loan has not been delivered to MFA or MFA's Master Servicer by the FINAL HERO DPA Program MORTGAGE LOAN DELIVERY DATE, MFA's Commitment will terminate and MFA funds shall no longer be reserved or committed for the purchase of the Mortgage Loan after such date.

Amendment: Mortgage Lender consents to the amendment of the typewritten information in the forepart of this Agreement by MFA without notice to the Mortgage Lender to conform such information to the Mortgage Loan documents (prior to delivery of the Mortgage Loan to MFA or MFA's Master Servicer).

MORTGAGE LENDER:

ABC MORTGAGE COMPANY

By: _____

Name: _____

Title: _____

Execution Date: _____

MASTER SERVICER:

LENDER CHOICE PER NOFA

By: _____

Name: _____

Title: _____

Execution Date: _____