



**NEW MEXICO MORTGAGE FINANCE AUTHORITY ("MFA")
DOWN PAYMENT AND CLOSING COST ASSISTANCE PROGRAM
("HELPING HAND PROGRAM")
HELPING HAND 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 Helping Hand Loan Number: XXXXX

Helping Hand Loan Amount: \$ 8,000.00

Helping Hand Loan note rate: 0.00 % per annum (fixed rate)

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: HOME HELPING HAND

Date funds reserved by MFA: JUNE 4, 2008

Servicer: MFA

MFA's Reservation for the Helping Hand 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 Helping Hand 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, 344 4th Street, SW, Albuquerque, New Mexico 87102.

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 Helping Hand Program.

OFFER: The Mortgage Lender shall sell the Mortgage Loan to MFA in accordance with the terms, conditions, representations, and warranties set forth in the agreement executed by the Mortgage Lender and MFA 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 Helping Hand Notice of Availability of Funds, the provisions of this Mortgage Purchase Agreement shall control.

MFA COMMITMENT: By a representative of MFA executing this Helping Hand Mortgage Purchase Agreement MFA signifies its acceptance of the offer of the Mortgage Lender made herein. Upon execution of this Helping Hand Mortgage Purchase Agreement, this Mortgage Purchase Agreement shall become a binding agreement of MFA to purchase the Helping Hand Program Loan from the Mortgage Lender and of the Mortgage Lender to sell the Helping Hand Program Loan to MFA on the terms and conditions described herein. The Program Documents and the agreement between the Mortgage Lender and MFA constitute a binding and enforceable agreement between the undersigned parties to this Helping Hand Mortgage Purchase Agreement.

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 for the Helping Hand Loan and a copy of the Compliance Approval letter from MFA's Master Servicer for the Mortgage Saver first mortgage. The compliance approval letter for the Helping Hand Loan will be issued by an MFA Specialist and the compliance approval letter for the Mortgage Saver first mortgage will be issued by MFA's Master Servicer.

SERVICING: MFA will service the Helping Hand Loan beginning with the date of purchase.

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 Helping Hand Loan upon (1) the default and repurchase of the related MortgageSaver MBS Program Loan, (2) upon default in the timely payment of the first installment of the Helping Hand Loan or the related MortgageSaver MBS Program Loan or (3) delinquency in payment of any installment within the first nine months of origination of either the Helping Hand Program Loan or the related MortgageSaver MBS Program Loan, in accordance with the requirements of the Notice of Funds Availability and the agreement between Mortgage Lender and Master Servicer.

ADDITIONAL TERMS: The following terms shall apply to the Mortgage Loan pursuant to this Helping Hand 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 Helping Hand 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 will be under no obligation to purchase the Mortgage Loan.

The Mortgage Loan shall bear interest at the Mortgage Note Rate described above.

The Helping Hand Loan shall meet all applicable FHA, VA, USDA Rural Development and FNMA requirements, if any.

MFA shall purchase the Helping Hand Loan at a purchase price of one hundred percent (100%) of the outstanding principal balance of the Helping Hand Loan.

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 Helping Hand 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 Helping Hand 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 Helping Hand 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 Helping Hand Mortgage Purchase Agreement including, without limitation, those set forth in the Program Documents, shall survive the MFA'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 in satisfaction of the Mortgage Lender's obligations under this Helping Hand Mortgage Purchase Agreement) shall be:

AUGUST 18, 2008

Except as otherwise approved in writing by MFA, if the Helping Hand Mortgage Loan has not been delivered to MFA by the FINAL Helping Hand 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 Helping Hand Program 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 }.

MORTGAGE LENDER:

ABC MORTGAGE COMPANY

By: _____

Name: _____

Title: _____

Execution Date: _____

SERVICER

MFA

By: _____

Name: _____

Title: _____

Execution Date: _____