AFFIDAVIT OF NON-OCCUPANCY

Borrower: Loan #: MIN:

provide them a business-purpose mortgage

STATE OF COUNTY OF } } SS

Before me, the undersigned authority, duly authorized to take acknowledgments and administer oaths, personally appeared: (the "Borrowers") who, being duly sworn, depose and say as follows:

- Borrowers have applied for and requested that loan (the "Mortgage Loan") to be secured by real property located at (the "Secured Property"), and
- 2. Borrowers hereby certify that the Secured Property is an Investment Property, held or purchased not for owner occupancy or personal use but as an investment to be held or rented, and
- 3. Borrowers hereby certify that, to the extent the Mortgage Loan is a refinance by Borrowers of another loan, the Secured Property is not currently listed for sale or under any contract to be listed for sale, and
- 4. Borrowers, are providing this AFFIDAVIT of NON-OCCUPANCY (the "Affidavit") as a material inducement to cause to make the Mortgage Loan to Borrowers, and
- 5. Borrowers acknowledge that any false statements, misrepresentations or material omissions shall constitute a breach of the Borrowers' obligations to under the Mortgage Loan's terms, and
- 6. Borrowers certify that the information provided to induce to make the Mortgage Loan is true and correct and does not contain inaccurate, incomplete, false or otherwise misleading information, and
- 7. Borrowers acknowledge that because the Mortgage Loan is being made, at the request of the Borrowers, exclusively for business purposes, laws applicable to consumer purpose loans, such as the following laws, are not applicable to the Mortgage Loan, including: the Truth in Lending Act (15 U.S.C. § 1601 *et seq.*), Real Estate Settlement Procedures Act (12 U.S.C. § 2601 *et seq.*), Gramm-Leach Bliley Act (15 U.S.C. § 86802-6809), Secure and Fair Enforcement Mortgage Licensing Act (12 U.S.C. § 5101 *et seq.*), and Homeowners Protection Act (12 U.S.C. § 4901 *et seq.*).
- 8. Borrowers acknowledge that the acknowledgments, certifications, agreements and covenants contained herein shall survive the closing of the Mortgage Loan.

By signing below, Borrowers hereby confirm that they have read and understand the Affidavit of Non-Occupancy and that the Secured Property will not be occupied by the Borrowers as a primary residence, secondary residence or vacation home during the term of the loan:

INFORMATIONAL ONLY - SIGNATURE REQUIRED AT CLOSING