

PROGRAM DISCLOSURE
NEW HAMPSHIRE HOUSING FINANCE AUTHORITY
CASH ASSISTANCE MORTGAGE PROGRAM

Parties

This "Program Disclosure" relates to the following "Parties:"

"**Borrower**": _____ with an address of _____, NH

"**Participating Lender**": _____ with an address of _____, NH, and

New Hampshire Housing Finance Authority (*New Hampshire Housing*), 32 Constitution Drive, Bedford, NH 03110.

Property: Mortgage and Cash Assistance

The Borrower intends to:

- Purchase the "Property" located at _____ (address), _____ (city/town), NH
- Borrow money from the Participating Lender to purchase the Property, using a New Hampshire Housing's:
 Home Flex Plus Mortgage; or **Home Preferred Plus Mortgage**.
- Accept "Cash Assistance" from New Hampshire Housing to assist in the Property purchase; and
- Provide New Hampshire Housing with a "Cash Assistance Mortgage" to secure the repayment of the Cash Assistance.

Disclosures

The Borrower understands and accepts:

- The interest rate on either the Home *Flex Plus* or Home *Preferred Plus* Mortgage will be higher than an interest rate the Borrower might have been able to obtain on a mortgage without Cash Assistance; This higher rate means the Borrower will pay more per month and could pay more overall when compared to a mortgage without Cash Assistance.
- The Borrower will: a) promise to repay the Cash Assistance; and b) provide New Hampshire Housing with the Cash Assistance Mortgage.
- New Hampshire Housing will forgive the Borrower's obligation to repay the Cash Assistance four years after date of the Cash Assistance Mortgage unless during that four-year period, the Borrower: a) fully prepays or refinances either the Home *Flex Plus* or Home *Preferred Plus* Mortgage; b) sells, transfers or otherwise disposes of the Property; or c) files for bankruptcy, in which cases the Cash Assistance will have to be repaid to New Hampshire Housing.
- The Cash Assistance Mortgage may require the Borrower to fully repay the Cash Assistance, which might then be considered a "balloon payment," requiring the Borrower to pay back all of the Cash Assistance.
- The Borrower's obligations under the either Home *Flex Plus* or Home *Preferred Plus* Mortgage are not altered by the Cash Assistance Mortgage.
- New Hampshire Housing is not obligated to: a) subordinate this Cash Assistance Mortgage to any future mortgages or liens even if the Borrower seeks to refinance with New Hampshire Housing; b) Approve an assumption of this Cash Assistance Mortgage; or c) Release the Borrower's repayment obligation as part of any loss mitigation or bankruptcy.
- New Hampshire Housing is the sole lender on the Cash Assistance Mortgage. For the Cash Assistance Mortgage, the Participating Lender on the either the Home *Flex Plus* or Home *Preferred Plus* Mortgage is simply preparing documents for New Hampshire Housing but is not the lender on the Cash Assistance Mortgage.

Release and Liability Limit

The Borrower hereby releases and agrees to hold harmless the Participating Lender, New Hampshire Housing and any of their assigns from any and all claims, complaints, lawsuits, enforcements, setoffs, defenses and other such actions (collectively "Claims") related to the higher interest rate. If any court, tribunal or regulatory agency finds against New Hampshire Housing or the Participating Lender on any Claims related to the Cash Assistance Mortgage, the Borrower's sole remedy shall be forgiveness of the Cash Assistance Mortgage. Additionally, the Borrower releases the Participating Lender from any Claims related to the Cash Assistance Mortgage, which is a loan solely from New Hampshire Housing to the Borrower. The Borrower has executed this disclosure on _____ (date).

Borrower/Mortgagor

Name

Borrower/Mortgagor

Name