

Return to: New Hampshire Housing Finance Authority, H.O. Division  
P.O. Box 5087; Manchester NH 03108

**CASH ASSISTANCE MORTGAGE  
NEW HAMPSHIRE HOUSING FINANCE AUTHORITY  
CASH ASSISTANCE MORTGAGE PROGRAM**

**Parties**

This document (the Cash Assistance Mortgage) is between the following "Parties":

- The "***Borrower***" \_\_\_\_\_ (jointly, severally and individually, the "Borrower" or "Mortgagor") with an address of \_\_\_\_\_, NH \_\_\_\_\_; and
- New Hampshire Housing Finance Authority (***New Hampshire Housing***), 32 Constitution Drive, Bedford, NH 03110 (the "Lender" or "Mortgagee").

**Premises**

This document relates to the "Premises" located at \_\_\_\_\_ (address), (city/town), \_\_\_\_\_ (county), NH \_\_\_\_\_ (zip code) and described in attached Exhibit A. The Premises are subject to a "First Mortgage" of near or even date.

**Section One: Mortgage/Lien**

The Borrower, for consideration paid, grants to New Hampshire Housing with mortgage covenants, to secure the re-payment of the Cash Assistance, the Premises upon the terms and conditions herein.

This Mortgage and Promise to Pay is subordinate to the First Mortgage.

This Mortgage and Promise to Pay is upon the **STATUTORY CONDITIONS** for any breach of which the Mortgagee shall have the **STATUTORY POWER OF SALE**.

Mortgagee 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.

Release of Homestead: The Borrower, and any other party signing below, releases all rights of homestead and other interests in the Premises.

**Section Two: Promise to Repay the Cash Assistance**

For value received, the Borrower promises to pay to New Hampshire Housing, its successors and assigns, (the Repayment Obligation) the amount of \$ \_\_\_\_\_ (the Cash Assistance) received by the Borrower from New Hampshire Housing. The Cash Assistance was used by the Borrower in the purchase of the Premises.

The following provisions apply to the Borrower's Repayment Obligation for the Cash Assistance.

- a. **Interest rate:** 0%. No interest shall accrue or be payable on the Repayment Obligation.
- b. **Periodic Payments:** None. No periodic payments are required.
- c. **Payments:** The Borrower is obligated to pay the Repayment Obligation upon the happening of any one or more of the "Payment Events" (defined below):
  - i. The Borrower fully prepays or refinances the First Mortgage;
  - ii. The Borrower sells, transfers, conveys or otherwise disposes of the Premises; or
  - iii. The Borrower files for bankruptcy or makes a general assignment for the benefit of Borrower's creditors.

**Section Three: Forgiveness and Mortgage Discharge**

Provided no Payment Event has occurred, Borrower's Repayment Obligation for the Cash Assistance shall terminate fully, finally and automatically on the fourth anniversary of the signing date of this Cash Assistance Mortgage. Specifically, this Cash Assistance Mortgage shall be automatically released and discharged on \_\_\_\_\_ without the need for a separately recorded discharge.

**Section Four: Miscellaneous Provisions**

**Termination:** In addition to the automatic termination stated in Section Three, this document will also automatically terminate, releasing the Borrower and the Premises if: a) the first mortgage is foreclosed or if the Premises is transferred pursuant to a deed-in-lieu of foreclosure; or b) the First Mortgage is assigned to the Federal Housing Administration (FHA), Rural Development (RD), Veterans Affairs (VA) or Fannie Mae.

**Costs and Attorney's Fees:** The Borrower shall pay New Hampshire Housing for all of its costs, including attorney's fees, incurred by New Hampshire Housing in enforcing the Borrower's obligations under this document.

**Release:** The Borrower hereby releases and agrees to hold harmless the lender on the First Mortgage, New Hampshire Housing and any assigns of the First Mortgage or this document, from any and all claims, lawsuits, enforcements, setoffs, defenses and other such actions (collectively "Claims") for any and all Claims related to the higher interest rate. If any court or tribunal rules against New Hampshire Housing or the lender in any Claim related to the Cash Assistance, the Borrower's sole remedy shall be forgiveness of the Cash Assistance Mortgage.

**IN WITNESS WHEREOF, the Borrower has executed this Mortgage on this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.**

\_\_\_\_\_  
Borrower/Mortgagor

\_\_\_\_\_  
Borrower/Mortgagor

\_\_\_\_\_  
Name

\_\_\_\_\_  
Name

STATE OF NEW HAMPSHIRE  
COUNTY OF \_\_\_\_\_

On this \_\_\_\_ day of \_\_\_\_\_, personally appeared the above signed, known to me or satisfactorily proven to be the person whose names are subscribed to the foregoing instrument and acknowledged that they executed the same for the purposes therein contained.

Before me,

\_\_\_\_\_  
Justice of the Peace / Notary Public  
My commission expires \_\_\_\_\_