

**OWNER OCCUPANCY AFFIDAVIT**

I/We, the undersigned, certify that our intent in seeking this mortgage is for an owner occupied transaction and understand that the loan is being sold on the secondary market as an owner-occupied mortgage loan. We intend to occupy the property and utilize as our primary residence and understand that rental of this unit negates all of the terms of our mortgage as this loan is being sold on the secondary market as a primary owner occupied residence.

I/We further acknowledge that the lender has the right to **authenticate** occupancy of the subject premises by all means allowable by law which includes, but is not limited to: employer verification, voter registration, tax return filings, insurance billing addresses for health, life, auto, consumer debt billing addresses, water, garbage and any other municipality billing, county tax assessor, State Homeowner's exemption filings, utilities, cable/satellite billing, Secretary of State registrations, U.S. Postal service deliveries, credit bureau repositories for addresses reflected for new credit, and actual physical field review of the subject premises. The Lender also has the right to advise any other lender, that I advised I was an owner occupant (within the last 12 months) on this transaction.

I/We further acknowledge that my/our failure to utilize subject premises as a primary residence will cause an **immediate default** of the mortgage loan and an acceleration of the due on sale clause will be instituted. Lender may foreclose this Security Instrument by judicial proceeding and any other remedies permitted by applicable law. All attorney fees and court filing fees incurred to initial and pursue foreclosure proceedings will be assumed as an obligation of the undersigned for failure to occupy subject premises and Lender shall be entitled to collect all expenses incurred in pursuing remedy. I/We further understand and agree that any/all earnest monies paid, down payment contributions made or equity positions in the property, can possibly be forfeited and utilized against the costs incurred to accelerate said mortgage loan. I/We further acknowledge and agree that Lender can and will pursue the undersigned for any fees incurred, interest lost, secondary market losses that they incur due to repurchase due to a non-occupancy finding.

I/We further acknowledge that it is a federal crime punishable by up to a \$1MM fine and up to 30 years in prison for misrepresenting occupancy on a federally insured mortgage loan.

Acknowledged this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature