## NOTE

FHA Case No.

JUNE 12, 2009
[Date]

[City]

[State]

[Property Address]

#### 1. PARTIES

"Borrower" means each person signing at the end of this Note, and the person's successors and assigns. "Lender" means

and its successors and assigns.

### 2. BORROWER'S PROMISE TO PAY; INTEREST

In return for a loan received from Lender, Borrower promises to pay the principal sum of ONE HUNDRED TWENTY-SEVEN THOUSAND ONE HUNDRED EIGHTY-SEVEN AND 00/100 Dollars (U.S. \$ 127,187.00 ), plus interest, to the order of the Lender. Interest will be charged on unpaid principal, from the date of disbursement of the loan proceeds by Lender, at the rate of FIVE AND 750/1000 percent (5.750 %) per year until the full amount of principal has been paid.

# 3. PROMISE TO PAY SECURED

Borrower's promise to pay is secured by a mortgage, deed of trust or similar security instrument that is dated the same date as this Note and called the "Security Instrument." The Security Instrument protects the Lender from losses which might result if Borrower defaults under this Note.

#### 4. MANNER OF PAYMENT

(A) Time

Borrower shall make a payment of principal and interest to Lender on the 1st day of each month beginning on AUGUST 1, 2009

Any principal and interest remaining on the 1st day of JULY, 2039

, will be due on that date, which is called the "Maturity Date."

(B) Place

Payment shall be made at

, or at such other place

as Lender may designate in writing by notice to Borrower.

(C) Amount

Each monthly payment of principal and interest will be in the amount of U.S. \$ 742.23

This amount will be part of a larger monthly payment required by the Security Instrument, that shall be applied to principal, interest and other items in the order described in the Security Instrument.

(D) Allonge to this Note for Payment Adjustments

If an allonge providing for payment adjustments is executed by Borrower together with this Note, the covenants of the allonge shall be incorporated into and shall amend and supplement the covenants of this Note as if the allonge were a part of this Note.

(Ch	eck applicable box.)		
	Growing Equity Allonge Graduated Payment Allonge Other [specify]:		

#### 5. BORROWER'S RIGHT TO PREPAY

Borrower has the right to pay the debt evidenced by this Note, in whole or in part, without charge or penalty, on the first day of any month. Lender shall accept prepayment on other days provided that Borrower pays interest on the amount prepaid for the remainder of the month to the extent required by Lender and permitted by regulations of the Secretary. If Borrower makes a partial prepayment, there will be no changes in the due date or in the amount of the monthly payment unless Lender agrees in writing to those changes.

#### 6. BORROWER'S FAILURE TO PAY

#### (A) Late Charge for Overdue Payments

If Lender has not received the full monthly payment required by the Security Instrument, as described in Paragraph 4(C) of this Note, by the end of fifteen calendar days after the payment is due, Lender may collect a late charge in the amount of FOUR AND 000/1000 percent ( 4.000 %) of the overdue amount of each payment.

#### (B) Default

If Borrower defaults by failing to pay in full any monthly payment, then Lender may, except as limited by regulations of the Secretary in the case of payment defaults, require immediate payment in full of the principal balance remaining due and all accrued interest. Lender may choose not to exercise this option without waiving its rights in the event of any subsequent default. In many circumstances, regulations issued by the Secretary will limit Lender's rights to require immediate payment in full in the case of payment defaults. This Note does not authorize acceleration when not permitted by HUD regulations. As used in this Note, "Secretary" means the Secretary of Housing and Urban Development or his or her designee.

#### (C) Payment of Costs and Expenses

If Lender has required immediate payment in full, as described above, Lender may require Borrower to pay costs and expenses including reasonable and customary attorneys' fees for enforcing this Note to the extent not prohibited by applicable law. Such fees and costs shall bear interest from the date of disbursement at the same rate as the principal of this Note.

#### 7. WAIVERS

Borrower and any other person who has obligations under this Note waive the rights of presentment and notice of dishonor and waive the homestead exemption. "Presentment" means the right to require Lender to demand payment of amounts due. "Notice of dishonor" means the right to require Lender to give notice to other persons that amounts due have not been paid.

#### 8. GIVING OF NOTICES

Unless applicable law requires a different method, any notice that must be given to Borrower under this Note will be given by delivering it or by mailing it by first class mail to Borrower at the property address above or at a different address if Borrower has given Lender a notice of Borrower's different address.

Any notice that must be given to Lender under this Note will be given by first class mail to Lender at the address stated in Paragraph 4(B) or at a different address if Borrower is given a notice of that different address.

#### 9. OBLIGATIONS OF PERSONS UNDER THIS NOTE

If more than one person signs this Note, each person is fully and personally obligated to keep all of the promises made in this Note, including the promise to pay the full amount owed. Any person who is a guarantor, surety or endorser of this Note is also obligated to do these things. Any person who takes over these obligations, including the obligations of a guarantor, surety or endorser of this Note, is also obligated to keep all of the promises made in

this Note. Lender may enforce its rights under this Note against each person individually or against all signatories together. Any one person signing this Note may be required to pay all of the amounts owed under this Note.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in pages 1 through 3 of this Note.

(Seal)			(Seal)		
-Borrower			-Borrower		
(Seal)			(Seal)		,
-Borrower	 		-Borrower	ya •	
		٠			
(Seal)		—	(Seal)		
-Borrower	 		-Borrower		

# FEDERAL TRUTH-IN-LENDING DISCLOSURE STATEMENT (THIS IS NEITHER A CONTRACT NOR A COMMITMENT TO LEND)

oftower(a):										
ddress:				,				•		
	ng an "X" are upp	dicable:								
NNUAL	eg an a ste spp	FINANCE	-	Amount	1.	Fotal o	,	I.	Tota	) Cala
ERCENT	AGE	CHARGE		Financed		Paymo		1	Price	
RATE he cost of your yearly rase	credit as	The Saller temporal the credit will cost you		The amount of credit pro to you at an your behalf		ald after y	ni you will have you have made all M Mhodulod.	1		et of your credit including payment of
6	1.427 %	s150,237.4	5	s 122, 478.8	1 1	272	,716.26			
PAYMENTS	Your payment s					-				
vanber of	Amount of Payment **	When Payments Are Due	Number of	Amount of	When Fayer	ichli	Number of	Apoly		When Faymen
Pymon M	•	Monthly Beninsky	Payments	Paymont		Begutaing	Рауписыя	Paym	CUI 49	Are Due
12	794.01	08/01/09			•	-				
12	793.32	08/01/10								
12	792.59	08/01/11								
12	791.82	08/01/12								*
12	791.00	08/01/13								
12	790.14	08/01/14								
12	789.22	08/01/15								
12	788.25	08/01/16								
12	787.22	08/01/17								
6	786.14	08/01/18								
246	742.23	02/01/19								
		*								
								, ,		
DI	MAND FEATUR	E: This obligation has	a demand f	there.						
VA	RIABLE RATE	FEATURE: Your los	n contrina	in Aminople tark (\$94/14)	. Disclusures	about th	te variable rate fo	nature has	ne poet b	rovided to you
		*								
			h ***							
INSURANÇE		sturance is required to o					Y		_	
		e insurance and credit d				rivod ins	ULADOR	Woutside	Insurance	1
4		property insurance from	u maž razam	a turn is occeptable to a	he Lender.					
SECURITY:		security interest in:		Deel man man		_				
	_	ls or property being pur	chascu	Ken property 3	on already ow	n.				
FILING FEE	•	is more than	5			Λ	000			
	IGE: If payment i	b more men		doys late. you will be	_					
PREPAYME		r brebon hom form on o							ed of the	month.
	If you pay of	7. 7.	DIAY	will not be car	ilitil to a refund	d of part	Of the Enance cha	rga.		
ASSUMPTIC	N: Someone buy									
	may			ons muy no			ainder of your los			
See your cont	ract documents for	any additional informat	lon about n	onpayment, delault, an	required repa	yment in	full before the sci	heduled d	lace and pr	opayment refund
and penalties.										
	tans an estimate		A STATE OF THE PARTY OF THE PAR	disclosures except the	_		the same of the last of the la			
Fach	of the undersigned	scknowledge receipt of	i u complete	copy of this disclosure	. The disclosu	re does r	ool constitue a co	OCTACE OF	A commit	ment to lead.
	_									
							2			
		1 7 200 00		•	-					
pplicant	· ·		-	Dace	Applicant					

Applicant

Applicant

Date