

MINNESOTA HOUSING FINANCE AGENCY VA FIRST MORTGAGE DEED ADDENDUM

The rights and obligations of the parties to the attached Mortgage Deed, which is incorporated herein by this reference, and the Note which is secured by the Mortgage Deed are expressly made subject to this Addendum. In the event of any conflict between the provisions of this Addendum and the provisions of the Mortgage Deed or Note, the provisions of the Addendum shall control.

The Mortgagor acknowledges the right of the mortgagee or a successor or assign to forgive the outstanding principal balance of the sums secured by this Mortgage Deed at any time.

The Mortgagor(s) acknowledges that this Mortgage Deed may be assigned to the Minnesota Housing Finance Agency, and agrees that so long as this Mortgage Deed is held by the Agency or any party to which the Agency assigns this Mortgage Deed:

1. This Mortgage Deed shall be immediately due and payable at the option of the Mortgagee in the event that (i) the Mortgagor(s) either misrepresented a fact or failed to state a fact in connection with the application for the loan secured by this Mortgage Deed, or without limitation, misrepresented a material fact as stated in the Borrower Affidavit, and (ii) as a consequence of the facts not being as represented by the Mortgagor(s), this Mortgage Deed, in the sole judgment of the Mortgagee, fails to meet all the requirements applicable to it under Section 143 of the Internal Revenue Code of 1986, as amended, and the regulations of the Treasury Department thereunder, and under the Agency Mortgage Revenue Bond Rules and Regulations of the Minnesota Housing Finance Agency in effect on the date this Mortgage Deed is executed.
2. This Mortgage Deed may not be assumed without the prior written consent of the Mortgagee, its successors or assigns, and shall be immediately due and payable at the option of the Mortgagee upon the sale, transfer or other disposition or the purported or attempted sale, transfer or other disposition of

the secured premises without such prior written consent of the Mortgagee, other than a transfer by devise, descent or by operation of law. The execution of a land contract, contract for deed, wraparound or other similar agreement that transfers the benefits and burdens of ownership and/or the occupancy of the mortgaged premises is a sale of the secured premises for these purposes.

3. This Mortgage Deed shall be immediately due and payable at the option of the Mortgagee, its successors or assigns, in the event that all or any portion of the secured premises (i) is rented or leased to any person unless the Mortgagor(s) receive(s) the prior written consent of the Mortgagee or (ii) is used in any trade or business.

IN WITNESS WHEREOF, the Mortgagor(s) has hereunto set his hand on the day and year first hereinbefore written.

Borrower's Signature

(Print Borrower Name)

Dated: _____

Co-Borrower's Signature

(Print Co-Borrower Name)

Dated: _____

State of Minnesota }
County of _____ } ss.

This instrument was acknowledged before me this _____ day of _____,
(day) (month)
_____, by _____,
(year) (Print Borrower Name) (Print Co-Borrower Name)

Notary Stamp

Notary Public Signature