CITY OF FARGO, NORTH DAKOTA
200 North Third Street
Fargo, ND 58102

DOWNPAYMENT AND CLOSING COSTS ASSISTANCE PROGRAM
ADDENDUM TO AFFIDAVIT OF BUYER

The undersigned, (herein "Buyer", whether one or more parties), having the first been duly sworn upon oath, hereby deposes and states as follow:

Buyer understands that the CITY OF FARGO, NORTH DAKOTA (herein "City") is assisting in the financing of the purchase of a residence with a second mortgage loan. This second mortgage loan is made available by Federal Funds (herein "HOME Funds"), that have been provided through the provisions of the National Affordable Housing Act of 1990, HOME Investment Partnership Program, pursuant to the federal rules, regulations, and policies promulgated thereunder (herein said act, program, rules, regulations, and policies collectively referred to as the "HOME Program"). The HOME Program is being administered by the City. The Buyer shall receive benefits from this financing such as savings in mortgage loan interest costs and purchase costs. As a result, for as long as the City HOME Loan is outstanding, the Buyer shall be subject to specific requirements and restrictions, all as more particularly set forth in the "Declaration of Land Use Restrictive Covenants" (herein "Restrictive Covenants") that the Buyer is required to grant in consideration for receiving such City HOME Loan.

Buyer understands the falsification of this Affidavit in any way may result in all amounts borrowed from City through the HOME Program administered by it, becoming immediately due and payable. Buyer is aware that all facts recited in this Affidavit may be independently verified and that intentional falsification of this Affidavit could subject the Buyer to sanctions.

A lease, rental, transfer of title to, or possession of the residence, or any portion thereof, by another without the prior written approval of City, may result in legal proceedings to enforce the Restrictive Covenants and this Affidavit.

Buyer hereby acknowledges that the second mortgage is <u>not</u> assumable under any circumstances.

Any untrue or incorrect statement in this Affidavit may result in criminal proceedings being filed against you, or foreclosure and loss of possession of the residence, or both.

A sale or a refinancing of the residence effecting a payoff and release of the second mortgage terminates the original term of the Restrictive Covenants.

DATE:_____ Signature of Buyer _____

DATE:_____ Signature of Buyer _____

STATE OF NORTH DAKOTA)
)ss
COUNTY OF CASS)

Subscribed and sworn to before me this _____ day of _____, 20 .

(SEAL)

_____
Notary Public
Residing at:_____
My Commission Expires:_____

Effective 1/01/06