

MORTGAGE is a purchase money mortgage given to secure the unpaid portion of the purchase price of the described property.

TO HAVE AND TO HOLD unto Lender and Lender's successors and assigns, forever, together with all easements, rights, appurtenances, rents, water, water rights, and water stock, and all fixtures now or hereafter on the property, all of which, including replacements and additions thereto, shall be deemed to be and part of the property (or the leasehold estate if this Mortgage is on a leasehold) are herein referred to as the Property.

AND WHEREAS Borrower is lawfully seized of the estate hereby conveyed and has the right to sell and convey the Property, that the Property is unencumbered, and that Borrower will warrant and defend the title to the Property against all claims and demands, subject to any declarations, easements, or encumbrances listed in a Schedule of Exceptions to coverage in any title insurance policy insuring Lender's interest in the Property.

**REPRESENTATIONS BY BORROWER**

WHEREAS to induce the making of the Mortgage Loan for which this Mortgage is given as security, Borrower and by execution of this Mortgage, does make to Lender, the following material representations:

BORROWER IS THE OWNER OF NO INTEREST IN RESIDENTIAL PROPERTY OTHER THAN THE PROPERTY WHICH SECURES THIS MORTGAGE;

BORROWER HAS HAD NO OWNERSHIP INTEREST IN A RESIDENCE AT ANY TIME WITHIN THE PREVIOUS SIX (6) YEARS OF THE DATE OF THIS MORTGAGE;

BORROWER INTENDS TO AND WILL OCCUPY THE PROPERTY WHICH IS THE SUBJECT OF THIS MORTGAGE AS HIS PRINCIPAL RESIDENCE, AND NOT AS A SECOND HOME OR VACATION HOME. WITHIN SIXTY (60) DAYS OF THE DATE OF THIS MORTGAGE AND WILL CONTINUE TO OCCUPY THE PROPERTY AS HIS PRINCIPAL RESIDENCE AS LONG AS THE DEBT SECURED BY THIS MORTGAGE REMAINS UNPAID;

BORROWER REPRESENTS THAT NO PORTION OF THE PROPERTY WILL BE USED IN ANY TRADE OR BUSINESS OR PROFESSIONAL OR PASTORAL OR OFFICIAL OR POLITICAL OR CAMPAIGN OR PESSIMIST ACTIVITY DURING THE TERM OF THE MORTGAGE;

BORROWER REPRESENTS THAT THE MORTGAGE LOAN IS A NEW MORTGAGE LOAN AND IS NOT A REFINANCING EXCEPT TO THE EXTENT THAT THE MORTGAGE LOAN IS A REPLACEMENT OF A CONSTRUCTION PERIOD LOAN OR THE REPLACEMENT OF A BRIDGE LOAN OR TEMPORARY FINANCING WHICH HAS HAD A TERM OF TWENTY-FOUR (24) MONTHS OR LESS;

BORROWER REPRESENTS THAT THE PURCHASE PRICE OF THE PROPERTY AS SET FORTH IN BORROWER'S AFFIDAVIT EXECUTED AS PART OF THE APPLICATION FOR THIS MORTGAGE IS TRUE AND CORRECT AND ACCURATELY STATES THE PURCHASE PRICE AND ALL OTHER FEES, CHARGES, AND COSTS ASSOCIATED WITH THE PURCHASE OF THE PROPERTY;

BORROWER REPRESENTS THAT THE PROPERTY DOES NOT INCLUDE ANY EXCESS LAND OR INTEREST IN LAND THAT IS NOT REQUIRED TO MAINTAIN THE BASIC LIVABILITY OF THE PROPERTY;

BORROWER REPRESENTS THAT CONSTRUCTION OF THE RESIDENCE SITUATED ON THE PROPERTY HAS BEEN COMPLETED AND THAT SUCH RESIDENCE CONTAINS NO UNFINISHED WORK;

BORROWER WARRANTS THAT EACH OF THE FOREGOING REPRESENTATIONS IS TRUE, ACCURATE, AND CORRECT. BORROWER(S) AGREE(S) THAT IN THE EVENT THAT ANY SUCH REPRESENTATION SHALL BE DETERMINED TO BE FALSE, INCORRECT, OR INACCURATE, LENDER'S REMEDY SHALL BE ALL SUMS SECURED BY THIS MORTGAGE TO BE IMMEDIATELY DUE AND PAYABLE TO LENDER.

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