

APPENDIX XIV: NON-OWNER OCCUPANCY RIDER

THIS NON-OWNER OCCUPANCY RIDER is made this _____ day of _____, 20__, and is incorporated into and shall be deemed to amend and supplement the Mortgage Deed of Trust or Security Deed ("Security Instrument") of the same date given by the undersigned ("Borrower") to secure Borrower's Note to _____ ("Lender") of the same date, and covering the property described in the Security Instrument and located at:

[Property Address]

ADDITIONAL COVENANTS. In addition to the covenants and agreements in the Security Instrument, Borrower and Lender further covenant and agree as follows:

- A. Borrower represents that, notwithstanding the provisions of Paragraph 5 of the Security Instrument, (s)he does not intend to occupy the property described in the Security Instrument as a principal residence, and [mark applicable item(s)]:
1. The Security Instrument is for a streamline refinance of a loan which was previously FHA insured.
 2. The Security Instrument is for a loan to be insured under Section 203(k) of the National Housing Act.
 3. The Security Instrument applies to property sold under the HUD Single Family Property Disposition Program and meets the requirements thereof.
 4. The Borrower is an Indian Tribe as provided in Section 248 of the National Housing Act or a serviceperson who is unable to occupy the property because of his or her duty assignment as provided in Section 216 or Subsection (b)(4) or (f) of Section 222 of the National Housing Act.
 5. The Security Agreement is for property sold to a state or local government agency or a non-profit organization (qualified under Section 501(c)(3) of the Internal Revenue Code) that intends to sell or lease the property to low or moderate income persons.
 6. The Security Instrument is for property that is or will be a secondary residence of Borrower and is eligible for an FHA-Insured mortgage in order to avoid undue hardship for Borrower.

Lender shall not require immediate payment in full, notwithstanding the provisions of Paragraph 9(b) of the Security Instrument, solely because all or part of the Property, or a beneficial interest in a trust owning all or part of the Property is sold or otherwise transferred to a purchaser or grantee who does not occupy the Property as his or her principal residence..

BY SIGNING BELOW, Borrower agrees to the representations contained in this Non-Owner Occupancy Rider.

_____ (SEAL)
Borrower

_____ (SEAL)
Borrower

[ADD ANY NECESSARY ACKNOWLEDGEMENT PROVISIONS.]