

Section 184A Native Hawaiian Housing Loan Guarantee Program

Model COVID-19 Forbearance Loss Mitigation Advance Promissory Note

Section 184A Case No. _____

**Section 184A Native Hawaiian Housing Loan Guarantee Program
Model COVID-19 Forbearance Loss Mitigation Advance Promissory Note**

[Date]

[Property Address]

1. PARTIES

“Borrower” means each person signing at the end of this Note, and the person’s successors and assigns. “Secretary” or “Lender” means the Secretary of U.S. Department of Housing and Urban Development and its successors and assigns.

2. BORROWER’S PROMISE TO PAY

In return for a loan received from Lender, Borrower promises to pay the principal sum of _____ Dollars (U.S. \$_____), to the order of the Lender at the time and through the method described in Section 3.

3. PAYMENT

(A) TIME

The amount in Section 2 is due when any one of the following occurs first:

- (i) [insert date], the maturity date of the primary loan guaranteed under the Section 184A program;
- (ii) Borrower’s full prepayment of all amounts due under the primary Note and related mortgage, deed of trust, or similar security instrument insured by the Secretary;
- (iii) The primary Note and related mortgage, deed of trust, or similar security instrument are no longer insured by the Secretary; or
- (iv) When the property is no longer occupied by the Borrower.

(B) METHOD

Payment shall be made electronically through the Pay.gov portal (www.pay.gov) for the benefit of the U.S. Department of Housing and Urban Development, Office of Native American Programs, (<https://www.pay.gov/public/form/start/39404959>).

4. 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. If Borrower makes a partial prepayment, there will be no changes in the due date or in the amount of the monthly payment of the primary loan guaranteed under the Section 184 loan unless Lender agrees in writing to those changes.

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5. BORROWER'S FAILURE TO PAY AS REQUIRED

If Borrower does not pay the full outstanding balance as evidenced by this Note on the date it is due, Borrower will be in default.

6. BORROWER NOT RELEASED; FORBEARANCE BY LENDER NOT A WAIVER

Any forbearance by Lender in exercising any right or remedy shall not be a waiver of or preclude the exercise of any right or remedy; nor shall a forbearance, or extension of the time for payment of the sums under this Note, operate to release the liability of Borrower to repay this Note.

Lender shall not be required to commence proceedings against any successor in interest or refuse to extend time for payment or otherwise modify amortization of the sums under this Note by reason of any demand made by the original Borrower.

7. WAIVER BY BORROWER

Borrower and any other person who has obligations under this Note waive the rights of presentment and notice of dishonor. "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. 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 the amounts owed under this Note.

9. NOTICES.

Any notice to Borrower shall be given by delivering it or by mailing it by first class mail unless applicable law requires use of another method. The notice shall be directed to the Property Address or any other address Borrower designates by notice to Lender. Any notice to Lender shall be given by first class mail to: Department of Housing and Urban Development, Attention: Office of Native American Programs/OLG, 451 Seventh Street, SW, Room 4108, Washington, DC 20410 or any address Lender designates by notice to Borrower. Any notice provided for in this Note shall be deemed to have been given to Borrower or Lender when given as provided in this paragraph.

10. GOVERNING LAW; SEVERABILITY.

This Note shall be governed by Federal law and the law of the jurisdiction in which the Property is located. In the event that any provision or clause of this Note conflicts with applicable law,

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such conflict shall not affect other provisions of this Note which can be given effect without the conflicting provision. To this end the provisions of this Note are declared to be severable.

11. BORROWER COPY.

Borrower shall be given one conformed copy of this Note.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Note.

Borrower Name

Borrower Signature (SEAL)

Co-Borrower Name

Co-Borrower Signature (SEAL)