

# STATEMENT OF APPLICANT REGARDING OWNER OCCUPANCY OF PROPERTY

I understand and hereby certify that it is a requirement of the undersigned lender ("Lender"), in granting me a loan, that I WILL OCCUPY the property that will secure the loan ("Security Property") AS MY PRIMARY RESIDENCE within \_\_\_\_\_ days after the Deed of Trust/Mortgage for the loan is recorded, and further that I will actually occupy the Security Property during the \_\_\_\_\_ month period following the initial occupancy.

To enable you considering my loan application, I have made certain representations that you may rely upon and verify including the amount of deposits in financial institutions and the amount of monthly income that I receive. Therefore, I hereby certify that the copies of my tax returns, the accuracy of my gift statements and the amount of cash down payment or the cash equity in the Security Property are accurate and true to the best of my knowledge. If, at any time before you grant or fund my loan, I change my mind or have any reason to believe that I will not be occupying the Security Property as my primary residence within \_\_\_\_\_ days from the date of recordation of the Deed of Trust/Mortgage and actually occupying the Security Property during the \_\_\_\_\_ month period immediately following initial occupancy. I will tell you immediately and I understand that you will then be unable to grant me a loan.

I understand that whether I move into the Security Property and make it my primary residence is important to you because, among other things, purchasers of loans (including, but not limited to, agencies, associates and corporations created by federal and state governments for the purchase of loans) typically require that properties securing loans acquired by such purchasers be owner-occupied; your ability to sell a loan (which you often do in the ordinary course of business) will be impaired where a Security Property is not owner-occupied; and the risks involved in the costs of holding and administering a loan are often highest in the case of a loan where the Security Property is not occupied as the residence of the person or persons owning the property.

I understand that, if you approve my loan application, in order for you to fund my loan, I will be required to sign a "Borrowers Declaration" which provides that, if I fail to occupy the Security Property as my primary residence within \_\_\_\_\_ days from the date of recordation of the Deed of Trust/Mortgage and for the \_\_\_\_\_ month period immediately following initial occupancy, Lender will have the right to declare all sums under the Note-- the entire amount I am borrowing--to be immediately due and payable, which means I will have to pay back the entire loan at once. I also understand that Lender, may instead, if it chooses to negotiate with me to increase the interest rate on the loan, and increase the amount of each monthly installment to permit my paying off the same number of installments, but that Lender does not have to do this and may choose simply to declare all sums under the Note immediately due and payable. I also understand that the rights of Lender that are mentioned in this statement will be in addition to any other rights of Lender under the Deed of Trust/Mortgage or allowed by law.

I have read and understand this Statement of Applicant. I understand that the making of false certifications or declarations is a crime under section 1014 of Title 18 of the United States Code. I understand and agree that in the event that any part of this Statement of Applicant be held by any court to be unenforceable in whole or in part for any reason whatsoever, such part, to such extent as it is unenforceable and every other part not so held to be enforceable, shall continue in full force and effect as the statement of Applicant made by the undersigned to you. I have received a copy of this statement of Applicant that I may retain.

\_\_\_\_\_  
Borrower's Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Borrower's Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Borrower's Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Borrower's Signature

\_\_\_\_\_  
Date