

Loan No.  
Borrower:  
MIN.

## NOTE

NOTE DATE

CITY, STATE

ADDRESS  
CITY, STATE ZIP  
 Property Address

### 1. BORROWER'S PROMISE TO PAY

In return for a loan that I have received, I promise to pay U.S. **\$0,000.00** (this amount will be called "principal"), to the order of the Lender. The Lender is **[LENDER NAME]**. I understand that the Lender may transfer this Note. The Lender or anyone who takes this Note by transfer and who is entitled to receive payments under this Note will be called the "Note Holder."

### 2. INTEREST

No interest is due on this note.

### 3. PAYMENTS

Unless this Note is forgiven under Section 11 hereof, I will pay all principal under this Note on the earlier of the following (the earlier of such dates is called the "Maturity Date") (a) the date on which the Property (or any interest thereon) is sold, assigned or otherwise transferred; (b) the date on which the Primary Loan is refinanced (unless otherwise provided by law), modified, assumed or foreclosed; or (c) **[Maturity Date]**. However, I may be required to pay this Note in full before the Maturity Date if a default occurs under this Note or the deed of trust of even date herewith securing this Note and recorded as a lien against the Property (the "Deed of Trust"). The "Primary Loan" is the loan made by the Lender to me represented by a note of even date herewith and secured by a first priority lien on the Property in the form of a deed of trust or mortgage of even date herewith.

I will make my payment at 912 W. Baxter Drive, Suite 150, South Jordan, UT 84095 or at a different place if required by the Note Holder.

### 4. BORROWER'S FAILURE TO PAY AS REQUIRED

#### (A) Notice of Default

If I do not pay the full amount when due, the Note Holder may send me a written notice telling me that if I do not pay the overdue amount by a certain date I will be in default. That date must be at least 10 days after the date on which the notice is mailed to me or, if it is not mailed, 10 days after the date on which it is delivered to me.

#### (B) Default

If I do not pay the overdue amount by the date stated in the notice described in (A) above, I will be in default. If I am in default, the Note Holder may require me to pay immediately the full amount of principal, which has not been paid. Even if, at a time when I am in default, the Note Holder does not require me to pay immediately in full as described above, the Note Holder will still have the right to do so if I am in default at a later time.

#### (C) Payment of Note Holder's Cost and Expenses

If I do not pay the overdue amount by the date stated in the notice described in (B) above, I will be in default. If I am in default, the Note Holder may require me to pay immediately the full amount of principal which has not been paid and all the interest that I owe on that amount.

Even if, at a time when I am in default, the Note Holder does not require me to pay immediately in full as described above, the Note Holder will still have the right to do so if I am in default at a later time.

### 5. THIS NOTE SECURED BY A DEED OF TRUST

In addition to the protections given to the Note Holder under this Note, a Deed of Trust, dated **[NOTE DATE]**, protects the Note Holder from possible losses which might result if I do not keep the promises which I make in this Note. That Deed of Trust describes how and under what conditions I may be required to make immediate payment in full of all amounts I owe under this Note.

**Transfer of the Property or a Beneficial Interest in Borrower.** Upon the refinance, or modification, assumption or foreclosure of the Primary Loan or any first priority mortgage lien on the Property or any sale,

assignment or transfer of all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person) without Beneficiary's prior written consent, Beneficiary may, at its option, require immediate payment in full of all sums secured by this Deed of Trust. However, this option shall not be exercised by Beneficiary if exercise is prohibited by law as of the date of this Deed of Trust.

**6. BORROWER'S PAYMENTS BEFORE THEY ARE DUE**

I have the right to make payments of principal at any time before they are due. A payment of principal only is known as a "prepayment." When I make a prepayment, I will tell the Note Holder in a letter that I am doing so. A prepayment of all of the unpaid principal is known as a "full prepayment." A prepayment of only part of the unpaid principal is known as a "partial prepayment."

**7. BORROWER'S WAIVERS**

I waive my rights to require the Note Holder to do certain things. Those things are: (A) to demand payment of amounts due (known as "presentment"); (B) to give notice that amounts due have not been paid (known as "notice of dishonor"); (C) to obtain an official certification of nonpayment (known as a "protest"). Anyone else who agrees to keep the promises made in this Note, or who agrees to make payments to the Note Holder if I fail to keep my promises under this Note, or who signs this Note to transfer it to someone else also waives these rights. These persons are known as "guarantors, sureties and endorsers."

**8. GIVING OF NOTICES**

Any notice that must be given to me under this Note will be given by delivering it or by mailing it by certified mail addressed to me at the Property Address above. A notice will be delivered or mailed to me at a different address if I give the Note Holder a notice of my different address.

Any notice that must be given to the Note Holder under this Note will be given by mailing it by certified mail to the Note Holder at the address stated in Section 3 above. A notice will be mailed to the Note Holder at a different address if I am given a notice of that different address.

**9. RESPONSIBILITY OF PERSONS UNDER THIS NOTE**

If more than one person signs this Note, each of us is fully and personally obligated to pay the full amount owed and to keep all of the promises made in this Note. Any guarantor, surety, or endorser of this Note (as described in Section 7 above) is also obligated to do these things. The Note Holder may enforce its rights under this Note against each of us individually or against all of us together. This means that any one of us may be required to pay all of the amounts owed under this Note. Any person who takes over my rights or obligations under this Note will have all of my rights and must keep all of my promises made in this Note. Any person who takes over the rights or obligations of a guarantor, surety, or endorser of this Note (as described in Section 7 above) is also obligated to keep all of the promises made in this Note.

**10. CERTAIN RESTRICTIONS TERMINATE ON FORECLOSURE OF HUD-INSURED FIRST MORTGAGE**

In the event of foreclosure or deed in lieu of foreclosure of prior mortgage or assignment of the first mortgage to the Secretary of Housing and Urban Development, any provisions herein or any provisions in any other collateral agreement restricting the use of the property or otherwise restricting the Borrower's ability to sell the Property shall have no further force or effect. Any person (including his successors or assigns) receiving title to the Property through a foreclosure or deed in lieu of foreclosure of a prior deed of trust shall receive title to the Property free and clear from such restrictions.

**11. FORGIVENESS OF NOTE**

Upon completion of one-hundred twenty (120) consecutive payments on the Primary Loan, my obligation to repay the principal balance under this Note may be forever forgiven and extinguished if:  
A. During the preceding one hundred twenty (120) consecutive payments none of the payments on the Primary Loan have been made sixty (60) days or more after a payment is due.  
B. The Note has not been subordinated. The Note Holder will not willingly subordinate this loan to a new Primary Loan issued to me on the subject property. Consequently, if this loan is subordinated without the consent of the Note Holder, this Section becomes void and the obligations under this Note will not be eligible for forgiveness. I will then

