

**BUSINESS PURPOSE AND NON-OWNER OCCUPANCY AFFIDAVIT**

Property:

Loan Amount:

Borrower:

Closing Date:

Maturity Date:

Guarantor:

Before me, the undersigned authority duly authorized to take acknowledgements and administer oaths personally appeared \_\_\_\_\_ ("Affiant") who, upon being duly sworn, deposes and says as follows:

1. Borrower has applied to lender for a loan (the "Loan") in the amount of the above-referenced Loan Amount, secured by the above referenced Property.
2. Lender has informed the undersigned that Lender will only extend the Loan: (a) if the Property is not to be used as a primary or secondary residence by any Borrower, Guarantor, entity in common control with any Borrower or Guarantor, or any of the members, shareholders, directors, officers, or immediate family of any of the foregoing; and (b) if the Loan proceeds are to be used solely for business or commercial purposes, and not for personal, family, household, or consumer purposes.
3. The undersigned hereby certify, represent and warrant that; (a) the Property is not the primary or secondary residence of any borrower, Guarantor, entity in common control with any Borrower or Guarantor, or any of the members, shareholders, directors, officers, or immediate family members of any of the foregoing and none of the above will use the Property as a primary or secondary residence until the Loan is repaid in full and the Security Instrument is released.
4. The undersigned understands that because this loan is for business purposes that the Loan may not be subject to the requirements of certain federal and state consumer protection, mortgage lending, or other laws, including but not limited to the provisions of the federal Truth-in-Lending Act (15 U.S.C. §§ 1601 et seq.) and its implementing Regulation Z (12 C.F.R. Part 1026), Real Estate Settlement Procedures Act (12 U.S.C. § 2601 et seq.), Gramm-Leach Bliley Act (15 U.S.C. §§ 6802-6809), Secure and Fair Enforcement Mortgage Licensing Act (12 U.S.C. § 5101 et seq.), and Homeowners Protection Act (12 U.S.C. § 4901 et seq.), and that my ability to avail myself of protections offered under federal and state laws for consumer purpose residential mortgage loans may be limited.

If any part of the Loan is resulting in a cash proceed amount, any and all cash proceeds will be used for the following: \_\_\_\_\_

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The undersigned shall indemnify and hold harmless Lender and its officers, directors, shareholders, members, affiliates, successors and assigns harmless against any and all claims or damages of any sort, including attorneys' fees, resulting from or relating to the falsity of any part of this Affidavit. The agreements and covenants contained herein shall survive the closing of the mortgage loan transaction.

BORROWER:

Guarantor(s):

\_\_\_\_\_

By:

Name(s): \_\_\_\_\_

Date: \_\_\_\_\_ Date: \_\_\_\_\_

Affiant: \_\_\_\_\_

Name: \_\_\_\_\_

Date: \_\_\_\_\_

The foregoing was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2022 by: \_\_\_\_\_, Affiant, who is/are personally known to me or who has produced his/her identification and who did take an oath.

\_\_\_\_\_

Notary Public / Justice of the Peace

My commission Expires: