

# Non-QM Borrower Affidavit -1099 Only Option

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

Loan Number: \_\_\_\_\_

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

Property Address: \_\_\_\_\_

Please complete the following as applicable:

1. I/We have requested the following loan type (please check):
  - Fixed Rate Mortgage (FRM) for \_\_\_\_\_ months (loan term)
  - Fixed Rate Mortgage with Interest-Only Feature (FRM IO) for \_\_\_\_\_ months (loan term), with interest-only payments for \_\_\_\_\_ months (Interest-Only Period)
  - Adjustable Rate Mortgage (ARM) for \_\_\_\_\_ months (loan term), with an initial fixed rate of interest for \_\_\_\_\_ months (Fixed Rate Period)
  - Adjustable Rate Mortgage with Interest Only Feature (ARM IO) for \_\_\_\_\_ months (loan term), with a fixed rate period of \_\_\_\_\_ months, and an interest-only period of \_\_\_\_\_ months
2. My/Our initial principal and/or interest payment will be \$\_\_\_\_\_ per month. If I/we have elected an ARM, I/we understand that at the end of the fixed rate period, my/our interest rate may adjust periodically in accordance with the terms of the Note that I am/we are signing. If I/we have elected an interest-only fixed rate mortgage (IO FRM) or an interest-only ARM (IO ARM), I/we understand that at the end of the interest-only period, in addition to any changes that may result from an adjustment to rate, my/our loan will convert to amortize the existing principal balance over the remaining term of the loan in accordance with the terms of the Note and the payments may change as a result. The amortizing payment may adjust periodically as the rate adjusts.
3. In addition to the principal and interest payment, I am/we are aware I/we have additional recurring expenses associated with the property. If these payments are to be escrowed for, they will be included with the monthly payment I am/we are to make. If not, I/we will make them separately. The monthly payments are estimated to be as follows (strike any that do not apply):
  - a. Property Taxes: \$\_\_\_\_\_ per month
  - b. Hazard Insurance: \$\_\_\_\_\_ per month
  - c. Flood Insurance: \$\_\_\_\_\_ per month
  - d. Mortgage Insurance: \$\_\_\_\_\_ per month
  - e. Homeowner's Association Dues: \$\_\_\_\_\_ per month
  - f. Other: \$\_\_\_\_\_ per month

**Affirmation**

I/we affirm the following:

1. I/We reasonably believe I/we can afford to make the monthly payment(s) on the loan and for this property along with any other debt service requirements that I/we have, and I/we do not intend to request a forbearance or other payment deferment on the loan described herein.
2. I am/We are not aware of anything that will occur in the future that will affect my/our ability to make payments for this loan, payments related to this property, or service any other debt for which I/we are obligated.
3. I/We understand that I/we have supplied an alternative means of documenting my/our ability repay this loan as compared with traditional documentation (tax returns, W-2s, K-1s, etc.). I/We understand that had I/we supplied traditional income documentation, I/we may have been able to qualify for a loan program with more favorable terms.
4. I/We certify that the above information and the information on the final Uniform Residential Loan Application (Form 1003) is true and correct as of this day and that it represents an accurate picture of my/our financial status.

**Note**

If there is any discrepancy or conflict between the terms of the loan as contemplated in this document and the terms listed in the promissory note, mortgage/deed of trust, and/or any riders or addenda annexed thereto and made a part thereof, the latter set of documents shall prevail.

By executing this document, I/we confirm that I/we have read this document, understand the terms contained therein, and intend to move forward with the transaction.

Signed this the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

\_\_\_\_\_  
Borrower Name

\_\_\_\_\_  
Borrower Name

\_\_\_\_\_  
Borrower Name

\_\_\_\_\_  
Borrower Name