

Non-QM Borrower Affirmation & Certificate of Business Purpose Investor Cash Flow Product

Date: _____

Loan Number: _____

Borrower(s) Name(s): _____

Property Address: _____

Recitals:

- 1.) I/We have requested the following loan type (please check):
 - ☐ Fixed Rate Mortgage ("FRM"): For ____ months (loan term)
 - ☐ FRM with Interest Only Feature ("IO FRM"): 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")
 - ☐ FRM/ARM with Interest Only feature ("IO FRM/ARM"): 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 annually in accordance with the terms of the note that I am/we are signing. If I/we have elected an IO FRM or 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 annually 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 any of 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
- 4.) This loan is being made on the basis that it will be for business purposes only.

Affirmation:

Now, therefore, I/we affirm the following:

- 1.) I/We understand that this loan is being made for business purposes and not household purposes. Proceeds from the loan will be used for business purposes only and not for household purposes.

- 2.) I/We intend to rent the subject property out to a third party or parties. I/We will not owner occupy the property.
- 3.) Neither I/We nor any family member intend or expect to occupy the Property at any time. I/We will not, under any circumstances, occupy the Property at any time while the Loan remains outstanding. In addition, I/We will not claim the Property as my/our primary or secondary residence for any purposes for the duration of my/our Loan. I/We now reside, and for the duration of my Loan will continue to reside, elsewhere.
- 4.) 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.
- 5.) I/We understand that due to this loan's classification, laws intended to protect consumers taking out consumer purpose loans such as the Truth in Lending Act (15 U.S.C §1601 et seq.), the Real Estate Settlement Procedures Act (12 U.S.C. §2601 et seq.), the Secure and Fair Enforcement Mortgage Licensing Act (12 U.S.C. §5101 et seq.), the Gramm-Leach-Bliley Act (15 U.S.C. §6802-6809) and the Homeowner's Protection Act (12 U.S.C. §4901 et seq.) may not be or are not applicable to this transaction.
- 6.) I/We understand that this program did not require me/us to submit any income documentation and the sole means used to determine qualification for the loan is the cash flow for the subject property. If I/we had submitted full income documentation such as tax returns, I/we may have been able to qualify for a different loan with a more favorable terms.
- 7.) 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 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