

Mortgage Moratorium Affidavit

Recitals

Whereas the undersigned (“Borrower(s)”) has executed or will execute a Promissory Note (“Note”) in favor of Luxury Mortgage Corp. (“Lender”) and a Security Instrument, Mortgage, or Deed of Trust (“Security Instrument”) to secure the Note against the Property (as described in the Security Instrument).

Whereas Lender, in reliance upon information provided by Borrower(s), has made a decision to extend credit to the Borrower(s) on the terms disclosed in the Note.

Affirmations

Now, therefore, the Borrower(s) affirm(s) and certify(s) the following:

1. The information listed on the final Uniform Residential Loan Application (Form 1003) executed today is true and correct as of this day and there have been no material changes to my income, employment, or if I/we are self-employed, no material changes to business operations or revenues.
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 other debt for which I am/we are obligated including: changes to employment, income, the revenues or operations of my/our business if I am/we are self-employed.
3. I/We understand that Lender, in reliance of the information shown on the 1003, has made a credit decision for my/our benefit and if this information is inaccurate Lender may be harmed as a result.
4. If I/we am/are providing incorrect information on the 1003, then Lender may exercise any rights and remedies available to it under the Note and/or Security Instrument along with any riders or addenda annexed thereto and made a part thereof.
5. I/We have been furnished with the applicable sections of the various state and federal legislation and regulation related to relief related to monthly payments due under the Note that may be available to me, examples of which include: the Coronavirus Aid, Relief, and Economic Security Act, H.R. 748, 116th Cong. (2019), Emergency Relief for New Yorkers Who Can Demonstrate Financial Hardship As A Result of COVID-19 (3 NYCRR 119), and Message to Massachusetts Financial Institutions, Mortgage Lenders, and Mortgage Loan Servicers Regarding Support for Mortgage Loan Borrowers Impacted by the Novel Coronavirus (COVID-19) issued by the Massachusetts Department of Banking.
6. I/We have read and understand the above documents and been afforded the opportunity to ask any questions related to the programs described therein, including those programs not specifically enumerated above.
7. I/We have no intent to utilize any of the forbearance or modification programs described in the documents including those not specifically enumerated above nor do I/we have any intent to forego payments due under the Note or otherwise fail to adhere to the covenants contained therein.
8. I/We have not entered in to any forbearance agreement for any other debt for which I/we are personally obligated, either mortgage or consumer (car loans, student loans, credit cards, etc.) nor do we intend to seek a forbearance or modification of any debts for which I am/we are personally obligated.

9. No employee of Lender, agent of Lender, or other party acting on behalf of Lender has influenced me/us in any way, shape, or form to make these attestations and affirmations.

Each of the undersigned specifically represents to Lender and to Lender's actual or potential agents, brokers, processors, attorneys, insurers, servicers, successors and assigns and agrees and acknowledges that: (1) the information provided on the 1003 is true and correct as of the date set forth opposite my/our signature and that any intentional or negligent misrepresentation of the information contained on the 1003 or the statements above may result in civil liability, including monetary damages, to any person whom may suffer any loss due to reliance upon any misrepresentation that I have made on the 1003, and/or in criminal penalties including, but not limited to, fine or imprisonment or both under the provisions of Title 18, United States Code, Sec. 1001, et seq.; (2) all statements made on the 1003 are made for the purpose of obtaining a residential mortgage loan; (3) the Lender, its servicers, successors or assigns may retain the original and/or an electronic record of this Affidavit; (4) the Lender and its agents, brokers, insurers, servicers, successors, and assigns may continuously rely on the information contained on the 1003, and I am obligated to amend and/or supplement the information provided on the 1003 if any of the material facts that I have represented herein have changed; (5) in the event that my payments due under the Note become delinquent, the Lender, its servicers, successors or assigns may, in addition to any other rights and remedies that it may have relating to such delinquency, report my name and account information to one or more consumer reporting agencies; and (6) my transmission of this Affidavit as an "electronic record" containing my "electronic signature," as those terms are defined in applicable federal and/or state laws (excluding audio and video recordings), or my facsimile transmission of this Affidavit containing a facsimile of my signature, shall be as effective, enforceable and valid as if a paper version of this Affidavit were delivered containing my original written signature.

Signature page follows

Signed under penalty of perjury this the _____ day of _____, 20__

Witness (may be signed by notary if no
witness present)

Borrower

Witness

Borrower

State of _____

County of _____

On this the _____ day of _____, 20 ____, before me, _____, the undersigned officer, personally appeared _____, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument and acknowledged that _____ he __ she executed the same for the purposes therein contained.

In witness whereof I hereunto set my hand.

Notary Public

Date Commission Expires: _____