
Name of Mortgage Lender:

«ORIGINATOR»
("Mortgage Lender")

Mortgage Lender Contact Person:

«CALLER»
(Person to whom all inquiries and documents should be addressed)

Mortgage Lender's Address:

«ORIGINATOR»
«LENDERADDRESS1»
«LENDERCITY», «LENDERSTATE» «LENDERZIP»

MFA Lender's Phone: «CALLERAREACODE»-
«CALLEREXCHANGE»-«CALLERPHONEALPHA»

MFA First Mortgage Loan Number: «LOANNUMBER»

Mortgage Note Rate: N/A

Grant Amount: \$25,000

Source of Grant Funds: CSLFRF Funds

Servicer: N/A

Grant INCOME LIMIT: «INCOMELIMIT»

Name of Mortgage Loan Applicant(s):

«MORTGAGOR_NAME»
«COMORTGAGOR_NAME2»
«COMORTGAGORNAME3»

Applicant(s) Social Security Number(s):

«MORTGAGORSSN1» «MORTGAGORSSN12»
«MORTGAGORSSN13»
«COMORTGAGORSSN21» «COMORTGAGORSSN22»
«COMORTGAGORSSN23»
«COMORTGAGORSSN31» «COMORTGAGORSSN32»
«COMORTGAGORSSN33»

Address or legal description of property to be financed with Mortgage Loan (the "Mortgage Property"):

«MORTGAGORSTREETNUM1»
«MORTGAGORSTREETNAME1» «MORTGAGORAPT»
«MORTGAGORCITY», «MORTGAGORSTATE»
«MORTGAGORZIP»

County: «COUNTYCODE»

Date Funds Reserved: «RESERVATION_DATE»

New/Existing Construction: «NEWEXISTING»

LOAN RESERVATION: The Loan Reservation/Lock Commitment ("Lock Commitment") for the Down Payment Advantage Grant described herein (the "Grant") **will expire at 5:00 p.m. on «M 60DAYEXPIRATIONDATE» (the "Expiration Date")**. Prior to the Expiration Date, the Mortgage Lender shall provide a copy of the fully-executed Lock Commitment(s), along with all Closed Loan File documentation for the First Mortgage Loan and the Grant, as defined in and required by the Program Documents, as they may be amended from time to time, to the New Mexico Mortgage Finance Authority's ("MFA") Contracted Service Provider. In addition, for this Lock Commitment to be effective, the First Mortgage Loan must be purchased by the Contracted Service Provider prior to the Expiration Date.

MORTGAGE LENDER CERTIFICATION: By executing this Lock Commitment, the Mortgage Lender hereby certifies that the First Mortgage Loan and Grant meet the criteria described herein and contained in the Master Agreement, the Program Documents as they may be amended from time to time, and the Mortgage Purchase Agreement. Mortgage Lender understands and agrees that eligibility for the Grant is contingent on Applicant meeting the eligibility requirements for the First Mortgage Loan as defined in the Program Documents. The Mortgage Lender further certifies that as of the date of Closing, the First Mortgage Loan will be eligible to be purchased by MFA's Contracted Service Provider.

CLOSING: MFA will review the First Mortgage Loan and Grant for Program Compliance prior to Closing. Closing shall not take place until the Mortgage Lender has received a fully executed copy of the FirstHome Program Compliance Approval/Purchase Commitment (the "Commitment") from MFA for the First Mortgage Loan. It is the responsibility of the Mortgage Lender to ensure that the Mortgage Loan complies with all terms and conditions of the Commitment, the Master Agreement, the Program Documents and the Mortgage Purchase Contract.

DEFINITIONS: Except as otherwise defined or referenced herein, capitalized terms used in this Commitment shall have the same meaning as the capitalized terms defined in the Master Agreement.

AMENDMENT: Mortgage Lender consents to the amendment of the typewritten information in the forepart of this Lock Commitment without notice to the Mortgage Lender to conform such information to the First Mortgage Loan, Grant documents and the Closed Loan File prior to purchase of the Mortgage Loan by the Contracted Service Provider.

ADDITIONAL TERMS: The Down Payment Advantage Grant is available to eligible first-time homebuyers. The Grant is unsecured and does not require repayment. The following terms shall apply to the Grant pursuant to this Lock Commitment. The Grant Amount may not be changed to a lower or higher Grant amount.

If the First Mortgage Loan fails to meet the requirements outlined in the First Mortgage Lock Commitment including, without limitation, the requirements of the Master Agreement, the Program Documents, and the Mortgage Purchase Contract, which

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are each incorporated herein by reference, this Grant Lock Commitment shall no longer be valid and the Contracted Service Provider shall be under no obligation to purchase the First Mortgage Loan and the Grant.

MFA's Down Payment Advantage Grant offers a \$25,000 grant to eligible borrowers. Funds can only be used for down payment and closing costs. Paying off debts or cash back to the Applicant is strictly prohibited.

MFA is a public body politic and corporate, separate, and apart from the State of New Mexico but constituting a government instrumentality of the state of New Mexico for the performance of essential public functions. The Authority was organized and created under the Mortgage Finance Authority Act, Sections 58- 18-1 through 58-18-27 inclusive, and Section 2-12-5, New Mexico Statutes Annotated 1978, as amended (the "Act"). The Authority is designated by the Act as the State housing authority for all purposes.

Down Payment Advantage Grant funds have been made available to MFA by the State of New Mexico. Funding for the Program was made available under the American Rescue Plan Act of 2021, Public Law 117-2 (the "Act"), which established the Coronavirus State and Local Fiscal Recovery Funds (the "CSLFRF"). All Down Payment Advantage Grants must comply with the Act, U.S. Department of the Treasury guidance, and any regulations implementing the Act, or otherwise applicable to the CSLFRF.

The above referenced MFA Down Payment Advantage Grant, will be provided on the condition that it is closed in connection with an MFA First Mortgage Loan meeting current Mortgage Loan Program Requirements (the "First Mortgage"). The Down Payment Advantage Grant is provided by MFA in its governmental capacity in New Mexico, the state in which the above identified property is located and is not contingent upon any future transfer of the First Mortgage Loan.

The Mortgage Lender hereby affirms that the information it has provided to MFA in this and all Lock Commitments is true and correct.

The Mortgage Lender hereby affirms that its representations, warranties, covenants and agreements set forth in the Master Agreement, the Program Documents, and the Mortgage Purchase Contract, including, without limitation, its representations, warranties, covenants and agreements regarding its status and qualification as a Mortgage Lender, are true and correct. The Mortgage Lender hereby affirms that it has possession of the Program Documents.

MFA and any assignee may assign, transfer, pledge or encumber any of its rights, and/or delegate any of its duties under this Lock Commitment. Upon any such assignment or transfer, the assignee shall, for any and all purposes succeed to all MFA's rights under this Lock Commitment, including the right to enforce all the Mortgage Lender's obligations hereunder.

The representations, warranties, covenants and agreements of the Mortgage Lender set forth in this Lock Commitment including, without limitation, those set forth in the Master Agreement, the Program Documents, and the Mortgage Purchase Contract, shall survive the Contracted Service Provider's purchase of the Mortgage Loan and shall remain in full force and effect.

Except as otherwise approved in writing by MFA, if the First Mortgage Loan has not been purchased by MFA's Contracted Service Provider by the Expiration Date, this Lock Commitment shall terminate and MFA funds shall no longer be reserved or committed for the purchase of the First Mortgage Loan nor obligated to fund this Grant after such date.

MORTGAGE LENDER:
«ORIGINATOR»

By: _____
Name: _____
Title: _____
Execution Date: _____

CONTRACTED SERVICE PROVIDER:
«MASTER_SERVICER»

By: _____
Name: _____
Title: _____
Execution Date: _____

