Contract Number:

HUD IDIS #:

Loan #:

**Return after recording to:**

**Housing New Mexico**

**Attn: HOME Rehab Program Manager**

**7425 Jefferson Street NE**

**Albuquerque, NM 87109**

NEW MEXICO MORTGAGE FINANCE AUTHORITY

HOME REHABILITATION PROGRAM

TRIBAL LAND AWARD AGREEMENT

FOR USE WITH HOME INVESTMENT PARTNERSHIP ACT FUNDS

**THIS AWARD AND TRIBAL LAND AGREEMENT** ("Agreement") is entered into this 00day of Month, 20XX between Homeowner name(s) here whose address is Homeowner Address Here (“Owner”) securing Owner’s obligations to the N**ew Mexico Mortgage Finance Authority (Housing New Mexico |**

**MFA)(“Housing New Mexico”)**, a public body, politic and corporate, separate and apart from but constituting a governmental instrumentality of the state of New Mexico, whose address is 7425 Jefferson St. NE, Albuquerque, New Mexico 87109.

# Award of Funds and Restrictions on Property.

Owner in consideration of Owner’s receipt of Home Rehabilitation Program funds in the amount of

**Dollars ($     )**, as may be amended from time to time (“Award”) from Housing New Mexico, does hereby agree to the restrictions outlined herein with respect to the following described residence located on the trust or restricted lands of the Pueblo Name HerePueblo, in County name hereCounty, New Mexico, which has an address Homeowner Address Here (the “Property Address”), and which is more particularly described as follows:

*Insert TITLE PLOT INFORMATION (LEGAL DESCRIPTION) HERE*

 together with all improvements now or hereafter erected on the property, and all easements, rights, appurtenances and rents, all of which shall be deemed to be and remain a part of the property covered by this Agreement; and all of the foregoing together with said property (or the leasehold estate if this Agreement is on a leasehold) are hereinafter referred to as the “Property.”

Owner covenants that Owner is the possessor of the leasehold interest in the Property, as approved by the Bureau of Indian Affairs pursuant to 25 CFR Part 162, located on trust or restricted lands of the

Pueblo Name Here **Pueblo** and has the right to accept the Award and enter into this Agreement and to abide by the restrictions and requirements of this Agreement.

This Agreement secures the performance of the following obligations, with mortgage covenants, and is upon the statutory mortgage condition for the breach of which it is subject to foreclosure as provided by law:

1. Repayment of the Award, including all renewals, modifications and amendments of this Agreement, including any increase in the principal amount of the Award made subsequent to the date of this Agreement, and
2. The performance of all of Owner's obligations, covenants, and agreements contained in this Agreement, as may be amended from time to time, and imposed upon the use of the Property.

This Agreement secures all future advances of funds to Owner by Housing New Mexico in connection with this Agreement, and the lien of each such advance will relate back to the date of recordation of this Agreement. Owner acknowledges and agrees that the Award amount shall increase by the amount of any additional advances for change orders requested by Owner and approved by Housing New Mexico, and shall decrease if the total amount of the Award is not needed to complete the rehabilitation, and that an amendment to this Agreement in the form of Exhibit A (“Amendment”) shall be completed by Housing New Mexico with respect to any change to the Award, and further that as a condition of the Award, Owner shall be required to execute the amendment which will be recorded in the records of clerk of County Name Here County, New Mexico. Failure to execute an Amendment shall be a breach of this Agreement for which Housing New Mexico may exercise those remedies outlined in paragraph 14 of this Agreement and any other remedies available at law or in equity.

1. **Owner’s Promise to Pay; Reduction of Principal.**

Owner promises to pay the Award, as may be amended from time to time, as follows:

No interest will accrue on the Award. However, Owner shall promptly pay the entire, outstanding principal balance of the Award, as may be amended from time to time, and any other indebtedness evidenced by this Agreement if at any time during the Total Restriction Period (defined below) Owner sells or transfers the Property to a party ineligible for assistance under the Regulations (defined below); refinances in whole or in part any mortgage against the Property that is superior to this Mortgage, provided that Housing New Mexico may, in its sole discretion, approve, in writing, refinances in whole or in part of any mortgage against the property that is superior to this Mortgage, provided that a condition of any such approval will be the agreement of the senior lender to close on the refinance with this Agreement remaining in place, and provided further that Housing New Mexico may agree in its sole discretion to subordinate this Agreement to a new senior lender; in any manner conveys title to the Property; fails to maintain the Property as Owner-occupied, single-family residential property during the term of the Total Restriction Period; or otherwise fails to abide by the Restrictive Covenants and terms of this Agreement.

Provided that Owner is in compliance with the Restrictive Covenants and other requirements set forth in Paragraph 3 of this Agreement, the Principal balance due on this Award shall be reduced on an annual basis on the anniversary of the date of this Agreement (“Restrictive Period”) as follows:

1. If the Award amount is between $1,000 and $24,999, the Total Restrictive Period will be five (5) years, and no forgiveness shall occur within the five-year Total Restrictive Period.
2. If the Award amount is between $25,000 and $49,999, the Total Restrictive Period will be ten (10) years, and the repayment amount will decrease at a rate of twenty percent (20%) per year for the following five years, beginning on the 6th anniversary of the date of the commencement of the Total Restrictive Period.
3. If the Award amount is more than $50,000, the Total Restrictive Period will be fifteen (15) years, and the repayment amount will decrease at a rate of twenty percent (20%) per year for the following five years, beginning on the 11th anniversary of the date of the commencement of the Total Restrictive Period.
4. **Restrictions Covenants.**

This Agreement restricts the use of the Property and is in consideration of the Award from Housing New Mexico to Owner as evidenced by this Agreement. The Award has been made to Owner through Housing New Mexico's HOME Rehabilitation Program and can be made to Owner only if Owner promises to comply with the restrictions and requirements set forth herein, and those restrictions and requirements set forth under the HOME Investment Partnership Act, 42 USC 12701 et seq., and the federal regulations at 24 CFR Part 92 "HOME Investments Partnership Program," as amended (collectively, the "Regulations").

In consideration of the Award and of the mutual covenants and understandings set forth herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Housing New Mexico and Owner agree as follows:

* 1. **Restrictive/Owner Occupied Requirement.** Owner shall maintain the Property as an Owner-occupied single family residential property for residential purposes only, until the expiration of the Total Restriction Period (defined in this paragraph) or so long as any or all of the Award is unpaid and outstanding, whichever it later. The Total Restriction Period is Choose an item. years. The Total Restriction Period will begin on the date of this Agreement.
	2. **Rehabilitation.** Owner agrees that the entire amount of the Award, as may be amended from time to time, will be used to perform the rehabilitation work including any change orders (the "Work") on the Property. Owner expressly authorizes inspection of the Property by Housing New Mexico or Housing New Mexico's agent prior to or following completion of the Work.
	3. **Owner Occupied.** Except as set forth in Paragraph 3E of this Agreement, if, at any time during the Total Restriction Period, the Property ceases to be the principal residence of Owner, whether through sale of the Property or otherwise, then the entire outstanding amount of the Award will be immediately due and payable to Housing New Mexico without demand. If at any time during the Restriction Period the Property ceases to be the principal residence of Owner, Owner must inform Pueblo Name Here (the “Tribal Authority”) promptly in writing at Tribal Authority Address Here.
	4. **No Transfer.** Owner promises that the Property will not be sold, transferred, or title to the Property conveyed, except as provided for in Paragraph 3E of this Agreement, and only after providing written notice of the proposed transfer to the Tribal Authority and receiving written approval from the Tribal Authority. In addition, upon any approved sale or transfer, the entire balance due on the Award shall be immediately due and payable to Housing New Mexico. If at any time during the Total Restriction Period the Property is transferred in violation of this Agreement, or if repayment is not made as required, the Tribal Authority shall assume physical control of the Property and the leasehold rights/title to the Property.
	5. **Exception to Transfer Restriction**. Notwithstanding any other provision of this Agreement, the Property may be transferred as follows:
1. to a person or family (“the Transferee”) who is a Low Income or Very Low-Income Person or Family as defined in 24 CFR 92.2, who Housing New Mexico has determined qualifies for assistance under section 24 CFR 92.203, and who covenants and promises in writing to maintain the Property as the Transferee's principal residence for the remainder of the Total Restriction Period and otherwise to comply with and assume all the terms and conditions of this Agreement; or
2. to a member of the Owner’s immediate family (“Heir”), if the transfer is the result of the death of the Owner and the transfer is by devise or operation of law. Immediate family, for the purposes of this Agreement, is defined as a spouse, children (including stepchildren), mother, father, brother, sister, grandparent, mother-in-law, father-in-law, brother-in-law, sister-in-law, aunt, or uncle. If, after such a transfer, the Heir sells or otherwise transfers the Property during the Total Restriction Period to a person or family that is not an eligible Transferee, the Heir shall be required to repay the amount that is the lesser of the balance of the lien, or the net proceeds of the sale or transfer.

Housing New Mexico or the Tribal Authority reserves the right to deny approval of a request to assume or transfer this Agreement and the Award of funds hereunder.

* 1. **Termination of Total Restriction Period.** Owner understands that the Total Restriction Period will not terminate prior to the termination date indicated by this Agreement except in the event of foreclosure and sale of the Property pursuant to an order of a court of competent jurisdiction; transfer of the Property to the Tribal Authority in lieu of foreclosure; or assignment of an FHA-insured prior or subordinate mortgage to the U.S. Department of Housing and Urban Development. The Total Restriction Period will continue through any change in ownership, and a Transferee deemed eligible by both the Tribal Authority and Housing New Mexico to hold the leasehold rights/title to the Property (pursuant to Section 3D of this Agreement and with written approval of the Tribal Authority) shall be required to enter into a new lease agreement, or similar contract to assume title to the Property, with the Tribal Authority. An eligible Transferee must also agree in writing to assume the balance of the prior Owner’s obligation under this Agreement. If the Transferee is deemed ineligible by the Tribal Authority or Housing New Mexico, the Tribal Authority shall exercise its right to take physical and legal control of the Property, nullifying the transfer of ownership to the ineligible Transferee, and assure that leasehold rights/title to the Property are transferred to an eligible individual or individuals, unless the Owner elects to repay the Award amount in accordance with Section 9 of this Agreement. Housing New Mexico’s determination that a proposed Transferee is ineligible under program rules will cause Owner to be immediately liable for full repayment of the Award as may be amended from time to time.

**G. Abandonment.** If the Owner plans to leave the Property unoccupied for a continuous period of thirty (30) days or more during the Total Restriction Period, the Owner must inform the Tribal Authority in writing of the absence and provide the Tribal Authority with an address for forwarding mail to the Owner during the absence.

If the Owner leaves the Property unoccupied for a continuous period of thirty (30) days or more during the Total Restriction Period, without prior written notice to the Tribal Authority, and fails to pay utilities’ bills and/or mortgage payments, absent circumstances of the Owner’s grave illness or death, Tribal Authority shall mail the Owner a thirty (30) day notice to either restore all utilities and pay all overdue mortgage payments immediately, or to provide such other evidence as is deemed by the Tribal Authority sufficient to prove that the Owner remains in occupation of the Property. The thirty (30) day notice to the Owner will be mailed by certified mail, return receipt requested, to the last mailing address the Owner provided the Tribal Authority. Should the Owner fail, prior to the expiration of the thirty (30) day notice period, to prove to the Tribal Authority’s satisfaction that Owner remains in occupation of the Property, the Tribal Authority shall deem the Property abandoned. Upon its determination that the Property has been abandoned, the Tribal Authority shall take physical and legal control of the Property and assure that the leasehold rights/title are transferred to an eligible individual or individuals, unless the Owner elects to repay the Award amount in accordance with Section 9 of this Agreement.

1. **Prior or Subsequent Mortgages and Deeds of Trust; Charges; Liens.**

Owner shall perform all of Owner's obligations under any mortgage or encumbrance on the Property, whether superior or junior to this Agreement. Owner shall pay or cause to be paid all taxes, assessments, and other charges, fines, and impositions attributable to the Property, and leasehold payments or ground rents, if any. Any default by Owner under a prior or subordinate mortgage or encumbrance against the Property or by Owner’s failure to pay all taxes, assessments and other charges, fines, and impositions attributable to the Property shall constitute a default under this Agreement and shall entitle the Tribal Authority to all legal recourse.

1. **Hazard Insurance.**

Owner shall keep the improvements now existing or hereafter erected on the Property insured for the full replacement value, or as much of the replacement value as is provided through available insurance providers, against loss by fire, structural collapse, earthquake, lightening, explosion, riot or civil commotion, aircraft or vehicles, wind or hail, and sonic boom. If the Property is in a flood plain, Owner promises to obtain flood insurance for the full replacement value of the improvements to the Property. All insurance policies for the Property, and renewals thereof, shall list the Housing New Mexico or its designated agent as loss payee on the policies. The Tribal Authority may, at its own discretion, elect to pay the costs of Owner’s hazard insurance. In the event of loss, Owner shall give prompt notice to the insurance carrier, Housing New Mexico, and the Tribal Authority. Housing New Mexico may give proof of loss if not promptly provided by the Owner. For the purpose of this provision, coverage provided by AMERIND Risk Management Corporation, 502 Cedar Drive, Santa Ana Pueblo, New Mexico 87004, is acceptable.

If the Property is Abandoned by Owner, or if Owner fails to respond to Housing New Mexico within 30 days from the date Housing New Mexico mails notice to Owner that the insurance carrier offers to settle a claim for insurance benefits, Housing New Mexico is authorized to collect and apply the insurance proceeds at Housing New Mexico's option either to restoration or repair of the Property, or to the sums secured by this Agreement. Each insurance company concerned is hereby authorized and directed to make payment of such insurance proceeds directly to Housing New Mexico, as mortgagee, instead of to Owner and Housing New Mexico jointly.

1. **Preservation and Maintenance of Property; Leaseholds; Condominiums; Planned Unit Developments.**

Owner shall keep the Property in good repair and shall not commit waste or permit impairment or deterioration of the Property, as determined by the Tribal Authority on a case-by-case basis and shall comply with the provisions of any lease agreement governing Owner’s rights to the Property.

1. **Protection of Housing New Mexico's Security**.

If Owner fails to perform the covenants and agreements contained in this Agreement, or if any action or proceeding is commenced which materially affects Housing New Mexico's interest in the Property, then Housing New Mexico may at its option and upon notice to Owner, make such appearances, disburse such sums, including reasonable attorneys' fees and costs, and take such action as is necessary to protect Housing New Mexico's interest. Any amounts disbursed by Housing New Mexico pursuant to this paragraph, including any reasonable attorneys’ fees and costs incurred by Housing New Mexico, with interest thereon, at the statutory rate, shall become additional indebtedness of Owner secured by this Agreement. Unless Owner and Housing New Mexico agree to other terms of payment, such amounts shall be payable upon notice from Housing New Mexico to Owner requesting payment thereof. Nothing contained in this Paragraph 7 shall require Housing New Mexico to incur any expense or take any action hereunder.

1. **Condemnation.**

In the event of any condemnation, eminent domain, or other taking by the United States or any authorized governmental authority, compensation awarded for the underlying trust land shall be payable to the Tribe as the landowner. Compensation, if any, awarded for the leasehold interest or improvements located on the Property shall be assigned and paid to Housing New Mexico, subject to the terms of any mortgage, deed of trust, or other security agreement with a lien that has priority over this Agreement.

1. **Default; Repayment Option.**

If, at any time during the Total Restriction Period, the Property is transferred in violation of this Agreement, or Owner is otherwise in default on this Agreement, the Tribal Authority shall take physical and legal control of the Property. Notwithstanding the foregoing, the Owner may elect, in lieu of loss of the Property, to repay the Award to Housing New Mexico, or its designated agent, in accordance with the repayment requirements set forth herein.

* 1. **Ten-Year Restriction Period.** If default should occur during the first five (5) years of a ten (10) year Total Restriction Period, Owner will be required to repay one hundred percent (100%) of the Award amount to Housing New Mexico. Beginning on the sixth (6th) anniversary of the commencement of the Total Restriction Period, the repayment obligation will decrease at a rate of twenty percent (20%) per year, such that the Award will be fully forgiven on the tenth (10th) anniversary.
	2. **Fifteen-Year Restriction Period.** If default should occur during the first ten (10) years of a fifteen (15) year Total Restriction Period, Owner will be required to repay one hundred percent (100%) of the Award amount to the Housing New Mexico. Beginning on the eleventh (11th) anniversary of the commencement of the Total Restriction Period, the repayment obligation will decrease at a rate of twenty percent (20%) per year, such that the Award will be fully forgiven on the fifteenth (15th) anniversary.
1. **Owner Not Released; Forbearance By Housing New Mexico Not a Waiver.**

Any forbearance by Housing New Mexico in exercising any right or remedy hereunder, or otherwise afforded by applicable law, shall not be a waiver of or preclude the exercise of any such right or remedy.

1. **Successors and Assigns Bound; Joint and Several Liability; Cosigners.**

The covenants and agreements contained herein shall bind, and the rights hereunder shall inure to, the respective successors and assigns of Housing New Mexico and Owner, subject to the provisions of Paragraph 3 hereof. Until such time as the Property has been duly transferred to a subsequent Transferee or Heir subject to the consent of the Tribal Authority and pursuant to the provisions contained herein, all owners under this Agreement, whether original cosigners or their successors and assigns, will be jointly and severally liable for all Owner obligations created by this Agreement.

1. **Notice.**

Except for any notice required under applicable law to be given in another manner, (a) any notice to Owner provided for in this Agreement shall be given by certified mail addressed to Owner at the Property Address or at such other address as Owner may designate by notice to Housing New Mexico as provided herein. In the alternative, notice posted on an exterior door of Owner’s dwelling unit at the Property Address or at such other address as Owner may designate and sealed in plastic that is taped on all sides to the door, shall be effective notice under this Agreement. Any notice to Housing New Mexico shall be given by certified mail to Housing New Mexico’s address stated herein or to such other address as Housing New Mexico may designate by notice to Owner as provided herein. Any notice provided for in this Agreement shall be deemed to have been given to Owner or Housing New Mexico when given in the manner designated herein.

1. **Governing Law; Severability.**

The state and local laws applicable to this Agreement shall be the laws of the jurisdiction in which the Property is located. The foregoing sentence shall not limit the applicability of Federal law to this Agreement. In the event that any provision or clause of this Agreement conflicts with applicable law, such conflict shall not affect other provisions of this Agreement, which can be given effect without the conflicting provision, and to this end the provisions of this Agreement are declared to be severable.

1. **Owner’s Copy.**

Owner shall be furnished a conformed copy of this Agreement at the time of execution or filing hereof with the Tribal Authority.

1. **Acceleration; Remedies.**

Except as provided in Paragraph 3E hereof, upon Owner's breach of any covenant in this Agreement, including the covenants to pay when due any sums secured by and under this Agreement, Housing New Mexico shall give notice to Owner as provided in Paragraph 11 hereof specifying: (1) the breach; (2) the action required to cure such breach; (3) a date, not less than ten (10) days from the date the notice is mailed to Owner, by which such breach must be cured; and (4) that failure to cure such breach on or before the date specified in the notice may result in acceleration of the sums secured by this Agreement, foreclosure by judicial proceeding, and sale of the Property. The notice shall further inform Owner of the right to reinstate after acceleration and the right to assert in the foreclosure proceeding the nonexistence of a default or any other defense of Owner to foreclosure. If the breach is not cured on or before the date specified in the notice, Housing New Mexico, at Housing New Mexico's option, may declare all of the sums secured by this Agreement to be immediately due and payable without further demand, and may foreclose this Agreement by judicial proceeding. Housing New Mexico shall be entitled to collect in such proceeding all expenses of foreclosure, including, but not limited to, reasonable attorneys' fees, and costs of documentary evidence, abstracts and title reports.

1. **Owner's Right to Reinstate**.

Notwithstanding Housing New Mexico's acceleration of the sums secured by this Agreement due to Owner's breach, Owner shall have the right to have any proceedings begun by Housing New Mexico to enforce this Agreement discontinued at any time prior to entry of a judgment enforcing this Agreement if: (a) Owner cures all breaches of any covenants or agreements of Owner contained in this Agreement; (b) Owner pays all reasonable expenses incurred by Housing New Mexico in enforcing the covenants and agreements of Owner contained in this Agreement, and in enforcing Housing New Mexico's remedies as provided in Paragraph 14 hereof, including, but not limited to, reasonable attorneys' fees and costs; and (c) Owner takes such action as Housing New Mexico may reasonably require to assure that the lien of this Agreement, Housing New Mexico's interest in the Property and Owner's obligations secured by this Agreement shall continue unimpaired. Upon such cure by Owner, this Agreement and the obligations secured hereby shall remain in full force and effect as if no acceleration had occurred.

1. **Release.**

Upon payment of all sums secured by this Agreement, Housing New Mexico shall release this Agreement without charge to Owner.

1. **Redemption Period.**

If this Agreement is foreclosed, the redemption period after judicial sale shall be one month in lieu of nine months.

REQUEST FOR NOTICE OF DEFAULT

------------------------------AND FORECLOSURE UNDER SUPERIOR------------------------------

MORTGAGES OR DEEDS OF TRUST

Owner and Housing New Mexico request the holder of any mortgage, deed of trust or other encumbrance with a lien which has priority over this Agreement to give Notice to Housing New Mexico, at Housing New Mexico's address set forth on page one of this Agreement of any default under the superior encumbrance and of any sale or other foreclosure action.

THE REMAINDER OF THIS PAGE HAS INTENTIONALLY BEEN LEFT BLANK

IN WITNESS WHEREOF, Owner has executed this Agreement.

          \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Homeowner Signature**

**ACKNOWLEDGMENT**

STATE OF NEW MEXICO )
) ss.
COUNTY OF \_\_\_\_\_\_\_\_\_\_ )

On this \_\_\_ day of \_\_\_\_\_\_\_*, 20\_\_\_*, before me, the undersigned Notary Public, 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 and official seal.

Notary Public

My commission expires: \_\_\_\_\_\_\_\_\_\_

          \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Co-Homeowner Signature**

**ACKNOWLEDGMENT**

STATE OF NEW MEXICO )
) ss.
COUNTY OF \_\_\_\_\_\_\_\_\_\_ )

On this \_\_\_ day of \_\_\_\_\_\_\_*, 20\_\_\_*, before me, the undersigned Notary Public, 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 and official seal.

Notary Public

My commission expires: \_\_\_\_\_\_\_\_\_\_

EXHIBIT A

Contract Number:

HUD IDIS #:

Loan #:

**Return after recording to:**

**Housing New Mexico**

**Attn: HOME Rehab Program Manager**

**7425 Jefferson Street NE**

**Albuquerque, NM 87109**

**AMENDMENT TO**

**NEW MEXICO MORTGAGE FINANCE AUTHORITY**

**HOME REHABILITATION PROGRAM**

**AWARD AND RESTRICTIVE COVENANTS AGREEMENT**

**FOR USE WITH HOME INVESTMENT PARTNERSHIP ACT FUNDS**

This **AMENDMENT TO AWARD AND RESTRICTIVE COVENANTS AGREEMENT** ("Amendment") amends that certain **AWARD AND RESTRICTIVE COVENANTS AGREEMENT** (defined below)and is made and entered into by Homeowner name(s) here whose address is Homeowner Address Here (“Owner”) securing Owner’s obligations to the **New Mexico Mortgage Finance Authority (Housing New Mexico | MFA)(“Housing New Mexico”)**, a public body politic and corporate, separate and apart from but constituting a governmental instrumentality of the state of New Mexico whose address is 7425 Jefferson St. NE, Albuquerque, New Mexico 87109, this day of Month, 20 .

 **WHEREAS,** Owner and Housing New Mexico entered into that certain Award and Restrictive Covenants Agreement dated [INSERT DATE AGREEMENT SIGNED] which was recorded as Document No. [Insert County Clerk Document No. HERE] in the records of the clerk of County Name Here, New Mexico (“Agreement”) on [INSERT RECORDING DATE];

 **WHEREAS**, pursuant to the Agreement, Housing New Mexico made an Award to Owner in the amount of

 **Dollars ($     )**(“Award”) for rehabilitation of the Property located at Homeowner Address Here and which is more particularly described as follows:

*Insert TITLE PLOT INFORMATION (LEGAL DESCRIPTION) HERE*

 [ ] **WHEREAS**, subsequent to the recording of the Agreement ***additional advances*** were made by Housing New Mexico on behalf of Owner for change orders in the principal amount of **Dollars ($     )**; and

 [ ] **WHEREAS**, the rehabilitation of the Property is now complete and the total amount needed to complete the rehabilitation was **Dollars ($     ) *less than the Award***;

and

 **WHEREAS**, pursuant to Section 1 of the Agreement, Owner and Housing New Mexico are entering into this Amendment Agreement to document the total Amended Award amount (shown below) and to reaffirm Owner’s obligations under the Agreement with respect to the Award, as amended.

**NOW, THEREFORE,** Housing New Mexico and Owner agree the Agreement is amended as follows:

1. The Award first defined in Section 1 and referenced throughout the Agreement shall include the total shown below:

|  |  |
| --- | --- |
| Original Award Amount | $0.00 |
| Change to Award Amount | $0.00 |
| **TOTAL AMENDED AWARD** | **$0.00** |

1. The Agreement, as amended by this Amendment Agreement, continues to secure the performance of the following obligations, with mortgage covenants, and is upon the statutory mortgage condition for the breach of which it is subject to foreclosure as provided by law:
2. Repayment of the Award, including all renewals, modifications, or amendment to this Agreement, including any increase in the principal amount of the Award made subsequent to the date of this Agreement, and
3. The performance of all of Owner's obligations, covenants, and agreements contained in this Agreement as amended and imposed upon the use of the Property.
4. Except as specifically modified and amended herein, all of the terms, provisions, requirements and specifications contained in the Agreement remain in full force and effect. Except as otherwise expressly provided herein, the parties do not intend to, and the execution of this Amendment Agreement shall not, in any manner, impair the Agreement.
5. Nothing herein contained shall be construed as a substitution or novation of the obligations of the parties under this Amendment Agreement.
6. This Amendment Agreement shall be construed and governed by the Laws of the State of New Mexico.

THE REMAINDER OF THIS PAGE HAS INTENTIONALLY BEEN LEFT BLANK

IN WITNESS WHEREOF, Owner has executed this Agreement.

          \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Homeowner Signature**

**ACKNOWLEDGMENT**

STATE OF NEW MEXICO )
) ss.
COUNTY OF \_\_\_\_\_\_\_\_\_\_ )

On this \_\_\_ day of \_\_\_\_\_\_\_*, 20\_\_\_*, before me, the undersigned Notary Public, 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 and official seal.

Notary Public

My commission expires: \_\_\_\_\_\_\_\_\_\_

          \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Co-Homeowner Signature**

**ACKNOWLEDGMENT**

STATE OF NEW MEXICO )
) ss.
COUNTY OF \_\_\_\_\_\_\_\_\_\_ )

On this \_\_\_ day of \_\_\_\_\_\_\_*, 20\_\_\_*, before me, the undersigned Notary Public, 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 and official seal.

Notary Public

My commission expires: \_\_\_\_\_\_\_\_\_\_