
Bulletin # 207
December 9, 2021

To: CHFA Lenders
From: CHFA Single Family Underwriting
Subject: CHFA Owner-Occupancy Certificate– Uniform Mortgage Rider Form

The CHFA “Owner-Occupancy Certificate/Uniform Mortgage Rider” form has been revised and published.

The form’s revised version dated Rev. 12-2021, may be used immediately however, will be *required* on loan closings dated on or after January 17, 2022.

The revised form is attached for your review and is also provided in a Microsoft Word version on the CHFA website for system implementation purposes. CHFA Lender forms are located at: <https://www.chfa.org/lenders/loan-form-index/> or (www.chfa.org under Lenders / Mortgage Program Resources / Lender Forms/ Owner-Occupancy Certificate/Uniform Mortgage Rider).

All questions regarding this Bulletin should be directed to Lisa Hensley at lisa.hensley@chfa.org or Carolyn Christensen at carolyn.christensen@chfa.org

CHFA UNIFORM MORTGAGE RIDER OWNER-OCCUPANCY CERTIFICATE

This Uniform Mortgage Rider is made this _____ day of _____, 20____, and is incorporated into and amends and supplements a Mortgage dated of even date herewith, given by _____ ("*Borrower*") to secure Borrower's Note to _____ ("*Lender*"), and covering the Property described in the Mortgage to which this Rider is attached. The Borrower acknowledges that the Mortgage and Note shall be assigned to the Connecticut Housing Finance Authority (*the "Authority"*) or its designee.

1. The Borrower acknowledges and agrees that the Mortgage is being made in conformity with the requirements, without limitation, of Chapter 134 of the General Statutes of Connecticut, as amended, and the procedures and regulations promulgated thereunder which shall include the *Home Mortgage Programs Operating Manual* of the Authority (the "Manual"), and the Internal Revenue Code of 1986 (the "Code") and the rules and regulations promulgated thereunder (all of the foregoing being the "Requirements"). In the event that the Borrower has misrepresented or omitted a material fact in the loan application of the Borrower, or other documents submitted in support thereof, or does not comply with the requirements of the loan commitment to the Borrower, the Mortgage, or the Note which it secures, the Authority may not be in compliance with the foregoing Requirements. Such noncompliance may adversely affect the tax-exempt status of the bonds issued by the Authority (the "Bonds"), and the ability of the Authority to issue tax-exempt bonds necessary to raise money to continue its Home Mortgage Purchase Program, under which the Mortgage is being made.
2. Borrower acknowledges and agrees that the Property shall be the permanent principal residence of the Borrower throughout the term of the Mortgage.
3. In recognition of the foregoing, and as a condition to the making of the Mortgage, the Borrower covenants and agrees that the Lender, or the Authority (or its designee) as the assignee of the Lender, may declare all sums secured by the Mortgage to be immediately due and payable upon the occurrence of any of the following:
 - a. All or any part of the Property or an interest therein is sold or transferred by Borrower without the Authority's (or its designee's) prior written consent, excluding (a) the creation of a lien or encumbrance subordinate to the Mortgage, (b) the creation of a purchase-money security interest for household appliances, (c) a transfer by devise, descent or by operation of law upon the death of a joint tenant, or (d) a transfer made pursuant to court order in an action for dissolution of marriage or partition of real property.
 - b. The Borrower does not occupy the Property as the Borrower's principal residence within sixty (60) days after the date hereof and continue to occupy the Property as such principal residence throughout the term of the Mortgage, or in the event this Mortgage is being used to finance a Qualified Rehabilitation (as such term is defined in the Manual), the construction of which is not required to be completed as of the date hereof, within sixty (60) days after the date construction has been completed.
 - c. The Borrower fails to supply any information or document to the Lender or the Authority (or its designee) within ten (10) days after written request therefor provided such information or document has been requested in order to verify whether or not the Mortgage complies with the Requirements and such other conditions of the Authority's Home Mortgage Purchase Program under which this Property is being financed.



4. The Borrower acknowledges that the Lender and the Authority have relied upon the information, statements and representations contained in the loan application, the Borrower Eligibility Certificate and other documents submitted in support of the loan application, in the processing, financing and granting of the Mortgage and in determining that the Requirements will be met. The Borrower represents that the information, statements and representations contained within the loan application, the Borrower Eligibility Certificate and said other documents are true and complete as of the date hereof and that there have been no material adverse changes therein. The loan application, the Borrower Eligibility Certificate and all other documents submitted in support of the loan application are incorporated herein and made a part hereof. Any misstatement or omission of a material fact in such documents will constitute a default under the Mortgage, and the Note which it secures, and may result in the Lender or the Authority (or its designee) declaring all sums secured by the Mortgage to be immediately due and payable. The Borrower agrees to hold the Lender and Authority (or its designee) harmless from any loss, cost or damages, actions or claims arising out of or related to a misstatement or omission of a material fact in the above described documents.

5. Under the provisions of the Code, the Authority must pay or credit to borrowers earnings on certain non-mortgage investments in an amount, if any, determined under the Code. The amount and timing of the payment or credit will be made by the Authority at its sole discretion only as required by the Code to keep interest on the Bonds issued by the Authority exempt from Federal income taxes. The Authority is under no obligation to maximize or earn any amount which must be paid or credited to borrowers. The Authority assumes no responsibility as to the treatment of this payment or credit for Federal income tax purposes and the Borrower accepts full responsibility for same. In the event this Mortgage is not financed with pre-1989 tax-exempt bond proceeds subject to the Code, the provisions of this paragraph shall not apply.

6. In the event of any conflict between the provisions hereof and the provisions of the Mortgage, or the Note which it secures, the provisions of this Uniform Mortgage Rider shall control.

7. The term Borrower used herein shall include any reference to Mortgagor, Grantor, Debtor, or any party so described and defined in the mortgage loan documents. The term Lender used herein shall include any reference to Mortgagee, Grantee, Creditor, or any party so described in the mortgage loan documents.

NOTICE TO BORROWER(S):

THIS RIDER ADDS SUBSTANTIALLY TO THE TERMS OF THE MORTGAGE. DO NOT SIGN IT UNTIL YOU HAVE READ AND UNDERSTOOD IT.

Lender: _____		Date _____
NMLS ID: _____	(Borrower)	
Loan Originator: _____		
NMLS ID: _____		Date _____
	(Borrower)	