

Borough of Tinton Falls
Home Improvement Program

MORTGAGE NOTE

THIS MORTGAGE NOTE made this (date) day of (month, year) between: (Client First Name Client Last Name residing at Address, City, State, Zip), the BORROWER(S), and the Borough of Tinton Falls, 556 Tinton Avenue, Tinton Falls, NJ 07724, the LENDER.

If more than one Borrower signs this Mortgage Note (“Note”), the word I shall mean each Borrower named above. The word “Lender” shall mean the original Lender and anyone else who takes this Note by transfer or assignment.

PROMISE TO PAY: In return for a **forgivable loan** that I receive, I promise to pay **\$(amount of loan).00** (the principal of the forgivable loan), and its entirety, within 30 days, upon vacating, the transfer of the title of this property to a non-income eligible household, or rental of the property of prior to the end of the tenth year from the date of the signing of a satisfactory final inspection by the Homeowner (Borrower) and the (name of Home Improvement Program) Inspector.

MORTGAGE TO SECURE PAYMENT: The Lender has been given a mortgage dated **(Month, date, year)**, to protect the Lender if the promises made in the Note are not kept. I agree to keep all promises made in the Mortgage covering the property I own located in the Belleville, County of Essex, State of New Jersey **at (street address)** being **Block: (#), Lot: (#)** as shown on the current tax map of the Borough of Tinton Falls. All terms of the Mortgage are made part of this Note.

FORGIVABLE LOAN TERMS AND CONDITIONS: The Borrower has received this **forgivable loan** in the amount of **\$.00** for the purpose of rehabilitating the Property in order to abate certified health and safety code violations. The ten (10) year term begins on the date of the Program’s satisfactory final inspection. If the property is sold, transferred or rented during the term of this Note, the Borrower agrees to repay the forgivable loan in its entirety with 30 days.

In the event of a pending sale or transfer of the title of this property, this Note and the accompanying Mortgage dated **(Month, date, year)**, may be transferred to the new owner without penalty or payment provided the buyer is determined to be income eligible as defined by the Borough of Tinton Falls Home Improvement Program.

In the event of the death of all Borrowers prior to the end of the ten years, the Mortgage Note shall be due and payable upon settlement of the estate of unless the beneficiaries of

the Borrowers are income eligible and personally occupy the property, in which the event the Mortgage Note shall be done and payable in the event that the beneficiaries of the Borrower vacate or transfer title to the property within the same ten-year term.

DEFAULT: If I fail to keep any other promises I make in this Note or in the Mortgage, the Lender may declare that I am in default on the Mortgage and this Note. Upon default, I must immediately pay the full amount of all unpaid principal, other amounts due on the Mortgage and this Note and the Lender's cost of collections and reasonable attorney fees.

WAIVERS: I give up on my right to require that the Lender do the following (a) to demand payment (called "Presentment"); (b) to notify me of the nonpayment (called a Notice of "Dishonor"); and (c) to obtain official certified statement showing nonpayment (called "A protest"). The Lender may exercise any right under this Note, the Mortgage or under any law, even if the Lender has delayed in exercising that right or has agreed in an earlier instance not to exercise that right. Lender does not waive its right to declare that I am in default by making payments or incurring expense on my behalf.

LIABILITY OF BORROWER(S): The Lender may enforce any of the provisions of this Note against any one or more of the Borrowers who sign this Note.

CHANGES TO THIS NOTE: This Note can only be changed by an agreement in writing signed by both the Borrower(s) and the Lender.

SIGNATURES: I agree to the terms of this Note by signing below.

THE BORROWER HAS RECEIVED A TRUE COPY OF THIS NOTE WITHOUT CHANGE

Witnessed or attested by:

X

(Program Representative Name), Program Representative

Date

X

(Client First Name Client Last Name), Homeowner