



# Non-Occupant Borrower Occupancy Certification

DATE

LOAN NUMBER

BORROWER(S)

SUBJECT PROPERTY ADDRESS

**I/We the undersigned certify that:**

- ☐ I am/We are the co-borrower(s) of the Promissory Note associated with the first mortgage loan that is being made to the above Borrower(s).
- ☐ I/We attest that we do not currently, nor will ever, occupy the above-mentioned Subject property.
- ☐ I/We attest that we will sign the mortgage or deed of trust note at closing.
- ☐ I/We understand that upon consummation of this transaction I/we will have joint liability for the note with the Borrower(s).
- ☐ I/We do not have an interest in the property sales transaction, such as the property seller(s), the builder(s), or the real estate broker(s).
- ☐ I/We are family member(s) of the Borrower(s) defined as follows: the borrower's spouse, child, dependent, domestic partner, fiancé, fiancée, or any other individual related to the borrower by blood, marriage, adoption, or legal guardianship.

I/We understand that it is illegal to provide false information in an application for a mortgage loan. Mortgage fraud is punishable by up to thirty (30) years in federal prison or a fine of up to \$1,000,000, or both under the provisions of Title 18, United States Code, Sec. 1001, et seq.

I/We understand that failure to comply with the requirements in the Mortgage or Deed of Trust regarding occupancy of the property will entitle the Lender to exercise its remedies for breach of covenant under the Mortgage or Deed of Trust. Such remedies include, without limitation, requiring immediate payment in full of the remaining indebtedness under the Loan together with all other sums secured by the Mortgage or Deed of Trust, and exercise of power of sale or other applicable foreclosure remedies, to the extent permitted by the Mortgage or Deed of Trust.

BORROWER NAME

BORROWER SIGNATURE &amp; DATE

CO-BORROWER NAME

CO-BORROWER SIGNATURE &amp; DATE

CO-BORROWER RELATIONSHIP TO BORROWER