**FOR USE IN MA, ME, NH, RI, and VT**

**Remove this notice before executing and recording this document.**

PLEASE CONSULT LEGAL COUNSEL TO ENSURE FULL COMPLIANCE WITH RECORDING AND OTHER REQUIREMENTS OF STATE LAW. BY PROVIDING YOU WITH THESE DOCUMENTS, THE FEDERAL HOME LOAN BANK OF BOSTON (FHLBank Boston) IS IN NO WAY PROVIDING LEGAL ADVICE OR MAKING ANY REPRESENTATION AS TO THE EFFECTIVENESS OF THE DOCUMENTS.

**Pay particular attention to the following:**

1. No modifications are allowed without agreement of FHLBank Boston prior to execution.
2. **The parties identified in this document must reflect the parties, as applicable, to the executed AHP Agreement related to this transaction.**
3. **The legal description of the property(ies) should match the legal description included in the associated first mortgage. Please contact FHLBank Boston if this will not be the case.**
4. **If this is a leasehold transaction, please update the document appropriately.**
5. **ERRORS TO THIS OR ANY OTHER RELATED LEGAL DOCUMENTS REGARDING FHLBank Boston AHP FUNDING WILL DELAY FUNDING AND REQUIRE CORRECTION AT THE BORROWER’S SOLE EXPENSE.**
6. The original and recorded documents should be provided to the lender and not FHLBank Boston. Complete copies of fully executed and/or recorded documents should be provided to FHLBank Boston.

For more information, contact your Community Investment Manager at FHLBank Boston.

FEDERAL HOME LOAN BANK OF BOSTON

# Affordable Housing Program – Borrower-Occupied NOTE

**DATE**: **«close\_date»**

For value received, **«Borrower\_name(s)»** (hereinafter referred to as the “Borrower”), residing at

**«property\_address»**, **«property\_city»**, **«property\_state»** promises to pay to the order of **«lender\_name»** (hereinafter referred to as the “Lender”), maintaining offices at **«headquarters\_street\_address»**, **«headquarters\_city\_state\_zip»**, the Affordable Housing Program Subsidy of **«AHP\_subsidy»** Dollars (the “AHP Subsidy”) in lawful money of the United States of America.

**Property Address: «property\_address», «property\_city», «property\_state», «property\_zip»**

1. PAYMENTS

The Borrower shall make all payments hereunder at such address as the Lender may provide the Borrower.

1. BORROWER’S ACKNOWLEDGMENTS AND AGREEMENTS
2. The Borrower hereby agrees that the Lender, the Federal Home Loan Bank of Boston (“FHLBank Boston”), and, in FHLBank Boston’s discretion, FHLBank Boston’s designee shall be given thirty (30) days prior written notice of a sale, transfer, assignment of title or deed, or refinancing of the Property (as defined in that certain **Subordinate Mortgage**, of even date herewith, executed by Borrower in favor of Lender (as amended from time to time, the “Security Agreement”) that secures this Note during the five-year term of this Note (such five-year period, the “Retention Period”).
3. This Note implements requirements applicable to assistance furnished for the benefit of the Borrower to the Lender under the Affordable Housing Program (“AHP”) of FHLBank Boston as provided in the Affordable Housing Program Agreement For Owner-Occupied Initiative (as amended from time to time, the “AHP Agreement”) entered into in connection with the AHP Subsidy.
4. This Note, the Security Agreement, and the Related Documents (as defined in the AHP Agreement) to which the Borrower is a party have been or will be duly executed and delivered and are, or upon execution will be, valid and legally binding obligations of the Borrower, enforceable against the Borrower in accordance with their terms.
5. The consummation of the transactions contemplated hereby and the execution, delivery and performance of this Note, the Security Agreement and the Related Documents by the Borrower will not violate or constitute or result in a material breach of or a default under any agreement, mortgage, deed of trust, lease, loan or security agreement, or any other instrument towhich the Borrower is a party or by which it may be bound or affected.
6. REPAYMENT OBLIGATION

In the event the Property that secures this Note is sold, transferred, assigned by title or deed, or refinanced prior to the end of the Retention Period, the Borrower agrees to repay to FHLBank Boston the lesser of: (x) the AHP Subsidy, reduced on a pro rata basis per month or days (in favor of the Borrower) for the period the Property is owned, and (y) any net proceeds from the sale, transfer, or assignment of title or deed of the unit, or the refinancing, as applicable, minus the AHP-assisted household’s investment, unless one of the following conditions apply:

1. The subsequent purchaser, transferee, or assignee is a low- or moderate-income household as defined by the Federal Housing Finance Agency’s (FHFA) Affordable Housing Program Regulations 12 C.F.R. Part 1291 et seq. (as amended from time to time, the “AHP Regulations”). Neither FHLBank Boston nor its designee is required to request or obtain the subsequent purchaser’s income. The subsequent purchaser, transferee, or assignee does not have any obligation to provide any income documentation; however, if FHLBank Boston or its designee has documentation demonstrating the subsequent purchaser’s actual income, FHLBank Boston may not apply the value limits proxy or any other proxy to determine subsequent purchaser income. When the subsequent purchaser’s, transferee’s, or assignee’s actual income documentation is not available, the Lender and FHLBank Boston shall determine that the subsequent purchaser, transferee, or assignee is a low- or moderate-income household, as defined by the AHP Regulation, by using the HUD Home Investment Partnership Program (HOME) and the Housing Trust Fund (HTF) value limits of the subject property’s location (the “proxy”). The limits are posted annually on the HUD website and will be available on the FHFA website. FHLBank Boston will confirm the subject property address against the HOME and HTF value limits prior to the sale, determining whether the repayment process will need to be fully executed.
2. Following a refinancing, the Property continues to be subject to a deed restriction or other legally enforceable retention agreement or mechanism incorporating the covenants set forth in sections 2, 3, and 4 contained herein and subject to the consent of FHLBank Boston; or
3. The amount of AHP Subsidy that would be required to be repaid in accordance with the calculation in this Section 3 is $2,500 or less.

Additional information is available at [www.fhlbboston.com](http://www.fhlbboston.com) under the tab “Affordable Housing Program” or by contacting FHLBank Boston.

1. FORGIVENESS

The Borrower hereby acknowledges and understands that the AHP Subsidy represents a reduction in the Borrower’s purchase, construction or rehabilitation costs for the Property, which shall be used as the Borrower’s primary residence. Provided repayment by the Borrower is not triggered pursuant to the terms of Section 3 hereof, the AHP Subsidy will be forgiven at the end of the Retention Period and no payment will be due on the AHP Subsidy. The Borrower’s obligations under this Note shall also terminate: (A) after any foreclosure, transfer by deed-in-lieu of foreclosure, or assignment of a Federal Housing Administration first mortgage to HUD, or (B) upon the death of the AHP-assisted homeowner.

1. CHANGES IN TERMS

This Note may not be changed orally but may be changed only by an agreement in writing, signed by the party against whom enforcement of any waiver, change, modification or discharge is sought.

1. APPLICABLE LAW AND SEVERABILITY

This Note shall be governed by the laws of the United States and, to the extent federal law incorporates or defers to state law, the laws of the State/Commonwealth where the Property is located (excluding, however, the conflict of laws rules of such State/Commonwealth). In the event that any portion of this Note conflicts with applicable law, such conflict shall not affect other provisions of this Note that can be given effect without the conflicting provision, and to this end the provisions of this Note are declared to be severable.

1. THIRD PARTY BENEFICIARY

The Borrower agrees that FHLBank Bostonis an intended, third party beneficiary of this Note and is entitled to rely upon all rights, representations, warranties, and covenants made by the Borrower herein to the same extent as if FHLBank Boston were the Lender hereunder.

1. WAIVERS

All parties to this Note, whether maker, principal, surety, guarantor, or endorser, hereby waive demand, notice, and protest.

1. SUCCESSORS AND ASSIGNS

This Note shall inure to the benefit of the successors and assigns of the Lender and FHLBank Boston.

1. OTICES

All notices and other communications shall be mailed, sent by facsimile transmission (with confirmation copy), served personally on a party at the address indicated below, or at such other address as shall be designated by a party by future written notice to the other parties, or sent by electronic mail (“email”) with notice by one of the other delivery methods set forth in this section to promptly follow. Notice sent by facsimile transmission shall be effective on the date transmitted; notice sent by personal service shall be effective on the date of delivery; notice sent by U.S. mail shall be effective three (3) business days after such communication is deposited in the mail with first class postage prepaid, addressed as aforesaid, and notice sent by email shall be effective upon the recipient’s confirmation of receipt.

Notice to FHLBank Boston shall be sent to the following address, or such other location that becomes FHLBank Boston’s primary place of business (provided that FHLBank Boston shall notify the parties in writing prior to such change):

Federal Home Loan Bank of Boston  
800 Boylston Street, 6th Floor  
Boston, MA 02199  
Attn: Housing and Community Investment Department

1-800-357-3452 (Option 5)

Email: [housing@fhlbboston.com](mailto:housing@fhlbboston.com)

Notice to Lender shall be sent to:

Email:

1. REPORTING REQUIREMENTS

FHLBank Boston has established policies and is committed to implementing and maintaining processes and controls to discover and report suspicious activity, including, but not limited to, fraud and money laundering. The Borrower and Lender are each expected to support FHLBank Boston’s efforts in identifying suspicious activity by immediately providing written notification of any suspicious activity in relation to their dealings with FHLBank Boston. Should the Borrower or Lender believe there is suspicious activity related to a FHLBank Boston business transaction, such party must notify FHLBank Boston immediately. The Borrower and Lender will also provide FHLBank Boston with all information, documentation and assistance reasonably requested by FHLBank Boston in response to FHLBank Boston’s receipt of any such notice from the Borrower or Lender.

1. CONFLICT

To the extent the Lender and the Borrower have entered into any other agreements pertaining to the Property, the terms of such agreements remain in full force and effect, provided *however,* in the event of any conflict between such agreements and this Note, unless otherwise expressly provided in this Note, the terms of this Note shall prevail.

IN WITNESS WHEREOF, the undersigned has executed this instrument as of the date and year

above set forth.

WITNESS:

Borrower

\_\_\_\_ Borrower