

NOTE

**CITY OF CHATTANOOGA
DOWN PAYMENT ASSISTANCE PROGRAM
(Deferred Payment/Forgivable)**

**[THIS LOAN CONTAINS PROVISIONS PROHIBITING THE UNAUTHORIZED
TRANSFER OF THE PROPERTY]**

_____, 20____
[Note Date]

Chattanooga
[City]

Tennessee
[State]

[Property Address]

1. BORROWER'S PROMISE TO PAY.

In return for a loan in the amount of U.S. \$_____ (the "Principal") that I/we, the undersigned borrower(s) (herein, collectively, "I") have received from THE CITY OF CHATTANOOGA, TENNESSEE (the "Lender"), I promise to pay the Principal, plus accrued interest, if any, to the order of the Lender. I will make all payments under this Note in U.S. currency in the form of cash, check, money order, or other payment method accepted by Lender. I understand that the Lender may transfer this Note. The Lender or anyone who takes this Note by transfer and who is entitled to receive payments under this Note is called the "Note Holder."

2. INTEREST

I will pay interest at the yearly rate of 0%.

3. PAYMENTS; FORGIVENESS

This is a deferred payment obligation. I will pay the outstanding Principal and any interest on the "Maturity Date," which is the earliest of any of the following dates:

- (A) the date on which the property (or any interest therein) securing this Note (the "Property") is sold or otherwise transferred; provided, however, a "transfer" shall not include any disposition of an interest resulting from inheritance, devise, bequest, or other succession upon the death of a Property owner, provided further, that in the event of a short sale of the Property in which the net sales proceeds are insufficient to repay this Note in full, Lender may, in its sole discretion, forgive the unpaid balance of this Note so long as (i) I have complied with all terms of this Note, the Security Instrument, and any documents executed in connection therewith throughout my period of ownership of the Property; and (ii) Lender has provided prior written consent to the short sale;
- (B) the date on which the "First Lien Note" is cash-out refinanced (the "First Lien Note" is a loan made by the first lien lender to me under a first lien note and a security instrument on the Property dated the same date as this Note) unless waived by the Note Holder in writing, or unless the entire outstanding balance of

the First Lien Note is refinanced for rate and/or term changes only and (i) no or nominal cash-out occurs, and (ii) Lender approves the refinance in advance in writing; or

(C) the date I cease to use the Property as my primary residence.

I may be required to pay this Note in full before the Maturity Date if I default under this Note or the "Security Instrument" (defined in Section 10 below).

I will make my Principal and any interest payment at _____ or at a different place if required by the Note Holder.

NOTWITHSTANDING THE FOREGOING OR ANY PROVISION OF THIS NOTE TO THE CONTRARY, AND PROVIDED NO DEFAULT IS THEN OCCURRING UNDER THIS NOTE, THE SECURITY INSTRUMENT, THE FIRST LIEN NOTE, OR ANY DOCUMENTS EXECUTED IN CONNECTION THEREWITH, THE ENTIRE BALANCE OF THIS NOTE, INCLUDING ALL PRINCIPAL AND INTEREST ACCRUED THEREON THEN OUTSTANDING, SHALL BE FORGIVEN ON THE DATE THAT IS 30 YEARS FROM THE DATE OF THIS NOTE SET FORTH ABOVE.

4. BORROWER'S RIGHT TO PREPAY

I have the right to make payments of principal at any time before they are due. A payment of principal only before it is due is known as a "Prepayment." When I make a Prepayment, I will notify the Note Holder in writing that I am doing so. I may make a full Prepayment or partial Prepayments without paying a Prepayment charge. The Note Holder will use my Prepayments to reduce the amount of Principal that I owe under this Note. However, the Note Holder may apply my Prepayment to the accrued and unpaid interest, if any, on the Prepayment amount, before applying my Prepayment to reduce the Principal amount of the Note. If I make a partial Prepayment, there will be no changes in the Maturity Date unless the Note Holder agrees in writing to those changes.

5. LOAN CHARGES

If applicable law sets maximum loan charges, and that law is finally interpreted so that any interest or other loan charges collected or to be collected in connection with the loan exceed the permitted limits, then (a) any such loan charge will be reduced by the amount necessary to reduce the charge to the permitted limit, and (b) any sums already collected from me that exceeded permitted limits will be refunded to me. The Note Holder may choose to make this refund by reducing the Principal I owe under this Note or by making a direct payment to me. If a refund reduces Principal, the reduction will be treated as a partial Prepayment.

6. BORROWER'S FAILURE TO PAY AS REQUIRED

(A) Late Charges for Overdue Payments

If the Note Holder has not received the full amount of any payment by the end of 15th calendar days after the date it is due, I will pay a late charge to the Note

Holder. The amount of the charge will be 5% of my overdue payment of principal and interest, if any. I will pay this late charge promptly but only once on each late payment.

(B)

Default

I will be in default under this Note if:

- (i) I do not pay the full amount of Principal and interest, if any, on the Maturity Date;
- (ii) I fail to comply with the terms of the "Security Instrument" (defined in Section 10 below) securing this Note; or
- (iii) I fail to comply with the terms of the First Lien Note or the mortgage, mortgage deed, deed of trust, or security deed securing the First Lien Note.
- (iv) I cease to use the Property as my primary residence.
- (v) The Note Holder determines that any information furnished by Borrower to Lender regarding the loan under the First Lien Note or this loan is inaccurate or misleading in any material respect.

(C)

Notice of Default

If I am in default, the Note Holder may send me a written notice telling me that if I do not remedy the default by a certain date, the Note Holder may require me to pay immediately the full amount of unpaid Principal and all the interest, if any, that I owe on that amount and other charges due under this Note (the "Default Balance"). That date must be at least 30 days after the date on which the notice is mailed to me or delivered by other means.

(D)

No Waiver By Note Holder

If I am in default and the Note Holder does not require me to pay the Default Balance immediately as described above, the Note Holder will still have the right to do so if I continue to be in default or if I am in default at a later time.

(E)

Payment of Note Holder's Costs and Expenses

If the Note Holder has required me to pay the Default Balance immediately as described above, the Note Holder will have the right to be paid back by me for all of its costs and expenses in enforcing this Note to the extent not prohibited by applicable law. Those expenses include, for example, reasonable attorneys' fees and costs.

7. GIVING OF NOTICES

(A)

Notice to Borrower

Unless applicable law requires a different method, any notice that must be given to me under this Note will be given by delivering it, or by mailing it by first class mail, to me at the Property Address above or at a different address if I give the Note Holder a notice of my different address. I will promptly notify the Note Holder of any change to my physical address and of any change to my mailing address. Unless applicable law requires otherwise, notice may instead be sent by e-mail or other electronic communication if agreed to by me and the Note Holder in writing and if I have provided the Note Holder with my current e-mail address or other electronic address. If I have agreed with the Note Holder that notice may be given by e-mail or other electronic communication, I will promptly notify the

Note Holder of any changes to my e-mail address or other electronic address.

(B) Notice to Note Holder

Any notice that I must give to the Note Holder under this Note will be delivered by first class mail to the Note Holder at the address stated in Section 3 above or at a different address if I am given a notice of that different address.

8. OBLIGATIONS OF PERSONS UNDER THIS NOTE

If more than one person signs this Note, each person is fully and personally obligated to keep all of the promises made in this Note, including the promise to pay the full amount owed. Any person who is a guarantor, surety, or endorser of this Note is also obligated to do these things. Any person who takes over these obligations, including the obligations of a guarantor, surety, or endorser of this Note, is also obligated to keep all of the promises made in this Note. The Note Holder may enforce its rights under this Note against each person individually or against all of us together. This means that any one of us may be required to pay all of the amounts owed under this Note.

9. WAIVERS

I and any other person who has obligations under this Note waive the rights of Presentment and Notice of Dishonor. "Presentment" means the right to require the Note Holder to demand payment of amounts due. "Notice of Dishonor" means the right to require the Note Holder to give notice to other persons that amounts due have not been paid.

10. SECURED NOTE

In addition to the protections given to the Note Holder under this Note, a Deed of Trust (the "Security Instrument"), dated the same date as this Note, protects the Note Holder from possible losses that might result if I do not keep the promises that I make in this Note. That Security Instrument also describes how and under what conditions I may be required to make immediate payment of all amounts I owe under this Note. Some of those conditions are described as follows:

If all or any part of the Property or any Interest in the Property is sold or transferred (or if Borrower is not a natural person and a beneficial interest in Borrower is sold or transferred) without Lender's prior written consent, Lender may require immediate payment in full of all sums secured by this Security Instrument. However, Lender will not exercise this option if such exercise is prohibited by Applicable Law. If Lender exercises this option, Lender will give Borrower notice of acceleration. The notice will provide a period of not less than 30 days from the date the notice is given in accordance with Section 11 within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to, or upon, the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower and will be entitled to collect all expenses incurred in pursuing such remedies, including, but not limited to: (a) reasonable attorneys' fees and costs; (b) property inspection and valuation fees; and (c) other fees incurred to protect Lender's Interest in the Property and/or rights under this Security Instrument.

**11. TERMINATION OF CERTAIN RESTRICTIONS ON FIRST LIEN
FHA-INSURED MORTGAGE OR DEED OF TRUST**

In the event of foreclosure or deed in lieu of foreclosure of a prior mortgage, mortgage deed, deed of trust, security deed, or assignment of the first mortgage, mortgage deed, deed of trust or security deed securing the First Lien Note to the Secretary of Housing and Urban Development, any provisions herein or any provisions in any other collateral agreement restricting the use of the Property or otherwise restricting the Borrower's ability to sell the Property will have no further force or effect. Any person (including their successors or assigns) receiving title to the Property through a foreclosure or deed in lieu of foreclosure of a prior mortgage, mortgage deed, deed of trust, or security deed will receive title to the Property free and clear from such restrictions.

**[SIGNATURE PAGE FOLLOWS;
REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]**

IN WITNESS WHEREOF, the undersigned borrower(s) has executed this Note as of the date first set forth above.

BORROWER:

Print Name: _____

Print Name: _____

**[SIGNATURE PAGE TO NOTE - CITY OF CHATTANOOGA
DOWN PAYMENT ASSISTANCE PROGRAM]**