

**RIDER FOR SECTION 184  
INDIVIDUAL ALLOTTED TRUST LAND - NO LEASE**

THIS RIDER FOR SECTION 184 MORTGAGE is made this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_, and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust or Security Deed ("Security Instrument") of the same date given by the undersigned ("Borrower") to secure Borrower's Note ("Note") to \_\_\_\_\_ ("Lender") of the same date and covering the property described in the Security Instrument and located at:

(PROPERTY ADDRESS)

ADDITIONAL COVENANTS. In addition to the covenants and agreements made in the Security Instrument, Borrower and Lender further covenant and agree as follows:

1. If the Security Instrument is assigned to the Secretary of Housing and Urban Development ("Secretary"), any foreclosure proceeding may take place in a tribal court, Federal district court, or other court of competent jurisdiction or non-judicially, if applicable. Section 184 of the Community Housing and Development Act grants to any such court the jurisdiction to convey the property to the Secretary and to order eviction of the delinquent Borrower. In the event of foreclosure, the land shall not be removed from trust or restricted status except upon application to the Secretary of the Interior or his duly authorized representative.
2. The mortgagee or the Secretary shall not sell, transfer or otherwise dispose of or alienate the property except to an eligible tribal member, the Indian tribe, or the Indian housing authority or TDHE servicing the Indian tribe.
3. This Security Instrument may be assumed, subject to credit approval by the Lender/HUD by any eligible tribal member, the Indian tribe, or the Indian housing authority or TDHE servicing the Indian tribe. Assumption shall not cause any adjustment of the interest rate.

STATEMENT OF OCCUPANCY. Borrower(s) will occupy the subject property as a principal residence within sixty (60) days of the loan closing. In the case of new construction borrower(s) must occupy within 60 days of completion of construction and/or issuance of the certificate of occupancy. Borrower(s) further understand that occupancy is a requirement for the life of the 184 loan and that the home shall not be vacated or converted to rental while encumbered with a 184 mortgage. Borrower(s) further confirm and understand and agree that failure to occupy the property as a principal residence as provided above, shall constitute a default under the terms and conditions of the loan, and upon the occurrence of such default the whole sum of principal and interest shall immediately become due and payable at the option of the holder of the note

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants in this Rider for Section 184 Mortgage.

\_\_\_\_\_  
Borrower/Date

\_\_\_\_\_  
Borrower/Date