## AGREEMENT FOR PROPERTY TAXES BY SPONSOR

by the FHA.

## U.S. Department Of Housing And Urban **Development**

Office of Housing Federal Housing Commissioner OMB Approval No. 2502-0029 (Expires 07/31/2014)

Public reporting burden for this collection of information is estimated to average 1 hour per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. This is part of the basic application package for insured mortgages for construction of rental housing projects with tax abatements approved by local jurisdictions. The information is required to obtain benefits. An agency may not collect this information, and you are not required to complete this form, unless it has a currently valid OMB control number.

This AGREEMENT, made this	day of	hereinafter referred t	, by and between
	,	, nereinafter referred t	o as "Mortgagor", and
(which designations shall include the respective successors ar	, nd assigns and successors in	hereinafter referred t	o as "Mortgagee"
	ia assigns and successors in	interest of the parties	, noroto),
WITNESSETH:			
WHEREAS, THE mortgagee desires to lend to the N	Mortgagor, a corporation for	med for the purpose of	of constructing and
operating a facility known ashereinafter referred to as "Project", the sum of \$	and identified a	s Project No d by a note in said am	and nount and secured by a
mortgage dated; and		9	
WHEREAS, the said note is to be endorsed for mort. Housing Act by the Secretary of Housing and Urban Develop	gage insurance pursuant to S	Section	of the National
hereinafter referred to as "FHA"; and	ment acting by and unough	the rederal flousing	Commissioner,
WHEREAS, the Mortgagor and/or Sponsor claim the	at the project has received o	r will receive abatem	ent or exemption from
real estate taxes; and	ur uro project nuo recervou o	· · · · · · · · · · · · · · · · · · ·	•••• ••• •••• ••• ••• ••• ••• ••• •••
WHEREAS, the Mortgagee is unwilling to lend the a insure the mortgage unless the parties execute this agreement loses its abatement or exemption from real estate from real es	assuring the payment of tax		
NOW therefore, in order to induce the Federal Housinsurance, the parties agree as follows:	ing Commissioner to endors	e the above described	I note for mortgage
1. In the event the Project does not obtain or loses	its abatement or exemption	from real estate taxes	in the future:
a) Sponsor shall, upon the demand of the	Mortgagee or the FHA, pay	real estate taxes as th	ney become due.
b) Mortgagor shall not pay real estate taxe	es without the prior written a	approval of the FHA.	
c) Sponsor shall reimburse the Mortgage for payment of real estate taxes made in			ent by the Mortgagor
• •	_		and and a ELLA
<ol><li>If the Sponsor fails to pay real estate taxes as the Sponsor shall pay to the Mortgagee the lump sur</li></ol>	m of \$	lemand of the Mortga	to be used in the
Sponsor shall pay to the Mortgagee the lump surmanner specified in paragraph 4 hereof. (The analysis)	mount of the lump sum payr	nent shall be determine	ned by the Director and
shall be sufficient to reduce the mortgage to an a on a tax paying basis.)	amount which would permit	the mortgage to be ca	arried by the Mortgago
3. If the Sponsor fails to perform in accordance wi	th naragraphs 1 and 2 hereo	f and the Mortgagee	assions the mortgage to
FHA or acquires title to the Project and delivers	title to the FHA, all in acco	rdance with applicabl	le FHA regulations, this
agreement shall be assigned by the Mortgagee to	o the FHA, and the FHA, as	the holder of the defa	aulted mortgage or as

the owner of the Project, as the case may be, shall have the right to make demand upon the Sponsor for performance hereunder and to pursue to judgment and collection any failure to honor such demand. Such right of the FHA shall survive any actions, including foreclosure, which may have been taken by the Mortgagee, its successors and assigns, or

- 4. If the Mortgagee is paid the lump sum specified in paragraph 2 hereof prior to the assignment of the mortgage to FHA or prior to the Mortgagee's acquisition of title to the Project, the Mortgagee shall use the sum received (a) to pay any real property taxes which are due and payable and (b) to apply the balance as a prepayment on the mortgage without penalty. The Mortgagee agrees that, upon prepayment, it will recast the mortgage and the Sponsor's obligation hereunder shall be terminated.
- The Sponsor reserves the right hereunder to pay at any time the lump sum specified in paragraph 2 hereof to the Mortgagee and thereby terminate all of its obligations under this agreement.
- The Sponsor hereby grants to the Mortgagee full power, in its uncontrolled discretion and without notice, to deal in any manner with the mortgage and note secured thereby, including but not limited to the following:
  - To modify or otherwise change any terms of the note and mortgage, to grant any extension or renewal thereof and any other indulgence with respect thereto, and to effect any release, compromise or settlement with respect thereof: and
  - b) To enter any agreement of forbearance with respect to the note and mortgage and to change the terms of any such agreement.

IN WITNESS WHEREOF, the parties hereto have duly executed this instrument.

ATTEST:					
			(Sponsor)		
		By:			
ATTEST:	Secretary	(Seal)	President		
1111201.			(Sponsor)		
		By:			
ATTEST:	Secretary	(Seal)	President		
ATTEST.			(Sponsor)		
		Ву:	D 11.4		
	Secretary	(Seal)	President		
ATTORNEY'S OPINION					
Federal Housing Administration Washington, DC		Re:			
			(Project Number)		
			(Project Name)		
			(Project Location)		

## Gentlemen:

that the Sponsor is a valid existing entity: that it has the author legally executed by the persons authorized to execute the same		
		Attorney for Sponsor
Federal Housing Administration		
Washington, DC	Re:	(Project Number)
		(Project Name)
		(Project Location)
Gentlemen:		
I am the attorney for the Mortgagor named in the for corporate chatter, bylaws, authorizing resolutions and related opinion that the Mortgagor is a valid, existing entity; that it has executed by the persons authorized to execute the same; and to	documents as authoriz	s of the Mortgagor. Based on such review, it is my ed to enter into the agreement: has been legally

I am the attorney for the Sponsor named in the foregoing Agreement. I have reviewed the Agreement, the corporate

charter, bylaws, authorizing resolutions and other related documents of the Sponsor. Based on such review, it is my opinion

Attorney for Mortgagor