

AFTER RECORDING MAIL TO:

UTAH HOUSING CORPORATION RIDER TO DEED OF TRUST

TAX-EXEMPT FINANCING

THIS Utah Housing Corporation Rider to Deed of Trust is made this _____ day of _____, _____, and is incorporated into and shall be deemed to amend and supplement the Deed of Trust ("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 (the "Property") described in the Security Instrument and located at:

(Property Address)

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

Lender, or each of its successors or assigns as may by separate instrument assume responsibility for assuring compliance by the Borrower with the provisions of this Rider to Deed of Trust, may require immediate payment in full of all sums secured by this Security Instrument if:

- (a) All or part of the Property is sold or otherwise transferred (other than by devise, descent or operation of law) by Borrower to a purchaser or other transferee:
- (i) Who cannot reasonably be expected to occupy the Property as his/her principal residence within a reasonable time after the sale or transfer, all as provided in Section 143 (c) and (i)(2) of the Internal Revenue Code; or
 - (ii) Who has had a present ownership interest in a principal residence during any part of the three-year period ending on the date of the sale or transfer, all as provided in Section 143(d) and (i)(2) of the Internal Revenue Code [except "100 percent" shall be substituted for "95 percent or more" where the latter appears in Section 143(d)(1) and except that this subparagraph (ii) shall not apply if the Property is a targeted area residence on the date of such sale or transfer]; or
 - (iii) At an acquisition cost which is greater than 90 percent of the average area purchase price (greater than 110 percent for targeted area residences) all as provided in Section 143(e) and (i)(2) of the Internal Revenue Code; or
 - (iv) Who has a gross family income in excess of 115% of the applicable median family income (140% of the applicable median family income for a purchaser or transferee of a residence in a targeted area), except that 100% and 120% shall be substituted for 115% and 140%, respectively, if the purchaser or other transferee has a family of fewer than 3 individuals, all as provided in Sections 143(f) and (i)(2) of the Internal Revenue Code.
- (b) Borrower fails to occupy the Property described in the Security Instrument for the term of the Borrower's Note without prior written consent of Lender or its successors or assigns described at the beginning of this Rider to Deed of Trust; or
- (c) Borrower omits or misrepresents a fact that is material with respect to the provisions of Section 143 of the Internal Revenue Code in an application, affidavit or any related instrument made in connection with the loan secured by this Security Instrument.

References are to the 1986 Internal Revenue Code in effect on the date of execution of the Security Instrument and are deemed to include the implementing regulations.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and provisions in this Rider to Deed of Turst.

Borrower

Borrower

STATE OF UTAH)
) ss.
COUNTY OF _____)

Subscribed and sworn to before me this _____ day of _____, 20_____.

Notary Public