



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

**MEMBER INSTITUTIONS ARE REQUIRED TO REVIEW AND CONFORM THE ATTACHED DOCUMENT TO SATISFY THE LEGAL REQUIREMENTS OF THE JURISDICTION IN WHICH THE AHP-ASSISTED UNIT IS LOCATED.**

**THE FEDERAL HOME LOAN BANK OF ATLANTA STRONGLY SUGGESTS THAT MEMBERS CONSULT LEGAL COUNSEL TO ENSURE FULL COMPLIANCE WITH RECORDING AND OTHER REQUIREMENTS OF ALL APPLICABLE LAWS. BY PROVIDING YOU WITH THESE DOCUMENTS, THE FEDERAL HOME LOAN BANK OF ATLANTA IS IN NO WAY PROVIDING LEGAL ADVICE OR MAKING ANY REPRESENTATION AS TO THE EFFECTIVENESS OF THE DOCUMENTS.**

**NO MODIFICATIONS TO THE SUBSTANTIVE PROVISIONS OF THESE DOCUMENTS ARE ALLOWED WITHOUT THE PRIOR WRITTEN AGREEMENT OF FHLBANK ATLANTA.**

**REQUIREMENTS LISTED HEREIN ARE FOR HOMEOWNERSHIP UNITS CLOSED WITH FHLBANK ATLANTA AHP HOMEOWNERSHIP SET-ASIDE PROGRAM FUNDS.**

**FEDERAL HOME LOAN BANK OF ATLANTA**  
**Affordable Housing Program – Owner-Occupied**

**SUBORDINATE DEED OF TRUST**

THIS SUBORDINATE DEED OF TRUST for Affordable Housing Program (the “*AHP*”) funds is made on «close\_date» (the “*Closing Date*”) by «Borrower\_name(s)» (the “*Borrower*”) as trustor, residing at

to \_\_\_\_\_ (the “*Trustee*”) maintaining offices at

and «lender\_name» (the “*Lender*”), maintaining offices at

as beneficiary.

WHEREAS, the Federal Home Loan Bank of Atlanta (“*FHLBank Atlanta*”) is providing AHP funds to the Borrower through the Lender for costs in connection with the purchase of a home by the Borrower which shall be used as the Borrower’s primary residence;

WHEREAS, FHLBank Atlanta and the Lender entered into an Agreement for AHP Homeownership Set-Aside Program (as amended from time to time, the “*AHP Agreement*”) to issue funds to the Borrower through the Lender pursuant to the AHP, as provided in the Affordable Housing Program Implementation Plan (as the same may be modified from time to time, the “*Implementation Plan*”), and AHP policies, procedures, guidelines, and instructions (together with the Implementation Plan, collectively, as the same may be modified from time to time, “*FHLBank Atlanta’s AHP Policies and Procedures*”; and together with the Federal Housing Finance Agency’s Affordable Housing Program Regulations 12 CFR Part 1291 et seq., as may be amended from time to time, the “*AHP Regulations*,” collectively, “*AHP Requirements*”);

WHEREAS, the Lender has determined that the Borrower meets the definition of an eligible home buyer as defined by FHLBank Atlanta and as provided by the AHP Requirements; and

WHEREAS, the Borrower is indebted to the Lender in the amount of «AHP\_subsidy\_amount», that financed the purchase of the AHP-Assisted Unit (the “*AHP Subsidy*”), which indebtedness is evidenced by the Borrower’s Note of even date herewith (as amended from time to time, the “*Note*”).

NOW THEREFORE, TO SECURE TO LENDER (a) the repayment of the indebtedness evidenced by the Note and (b) the performance of the covenants and agreements of the Borrower herein contained, the Borrower does hereby grant, convey, and assign to Trustee and Trustee’s successors and assigns, in trust, with power of sale, for the benefit of Lender the AHP-Assisted Unit (hereinafter defined) described below.

**1. DEED OF TRUST AS SECURITY**

- A. This Deed of Trust secures to the Lender: (i) the repayment of the AHP Subsidy; and (ii) the performance of the Borrower’s covenants and agreements under this Deed of Trust and the Note. For this purpose, the Borrower does hereby grant and convey to Trustee and Trustee’s successors and assigns, in trust , WITH DEED OF TRUST COVENANTS

UPON THE STATUTORY CONDITION AND WITH THE STATUTORY POWER OF SALE, for the benefit of Lender, the following described property:

County of «**property\_county**», and State of «**property\_state**», specifically described as follows:

AHP-Assisted Unit Address: «**property\_address**», «**property\_city**», «**property\_state**», «**property\_zip**»

TO HAVE AND TO HOLD this property unto Trustee and Trustee's successors and assigns, forever, together with all the improvements now or hereafter erected on the property, and all easements, appurtenances, and fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Deed of Trust.

Which is more particularly described in the Legal Description attached hereto as Exhibit A (the "**AHP-Assisted Unit**").

- B. This Deed of Trust is subject and subordinate to security instrument(s) recorded against the AHP-Assisted Unit dated as of the Closing Date.

## **2. REPAYMENT TERMS**

This Deed of Trust will expire five years from the date hereof (such five-year period, the "**Retention Period**") and no payments will be due on the AHP Subsidy, except as set forth below in the case of a sale or refinancing during the Retention Period.

## **3. AHP SUBSIDY**

The Borrower hereby acknowledges and agrees that the AHP Subsidy represents a reduction in the Borrower's purchase costs for the acquisition of the AHP-Assisted Unit described in paragraph 1.A above, which is, or will be, used as the Borrower's primary residence.

## **4. NOTICE OF A SALE, REFINANCING, TRANSFER, OR ASSIGNMENT**

The Borrower hereby agrees that the Lender and FHLBank Atlanta or its designee shall be given thirty (30) days prior written notice of a sale, refinancing, transfer, or assignment of the AHP-Assisted Unit during the Retention Period.

Such notice shall be mailed or sent by a nationally recognized overnight carrier, sent by facsimile transmission (with confirmation copy), or served personally at the addresses indicated below, or at such other address as shall be designated by a party by future written notice to the other parties. 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 notice is deposited in the mail with first class

postage prepaid, addressed as aforesaid; and notice sent by overnight carrier shall be effective the day following delivery to said carrier

Notices to FHLBank Atlanta shall be sent to:

Federal Home Loan Bank of Atlanta  
1475 Peachtree Street, NE  
Atlanta, Georgia 30309  
Attention: Community Investment Services

Notices to Lender shall be sent to:

## **5. REPAYMENT OBLIGATION**

- A. In the event of a sale, transfer or assignment of title or deed, or refinancing of the AHP-Assisted Unit prior to the end of the Retention Period, an amount equal to a pro rata share of the AHP Subsidy, reduced for every month the Borrower has owned the AHP-Assisted Unit, shall be repaid to FHLBank Atlanta from any net proceeds realized upon the sale, transfer or assignment, or refinancing of the AHP-Assisted Unit unless:
- (i) The AHP-Assisted Unit was assisted with a permanent mortgage loan funded by an AHP subsidized advance;
  - (ii) The subsequent purchaser, transferee, or assignee is a low- or moderate-income household, as determined by FHLBank Atlanta. FHLBank Atlanta or its designee shall determine the household's income using one or more proxies that are reliable indicators of the subsequent purchaser's income, pursuant to applicable Finance Agency guidance, unless documentation demonstrating that household's actual income is available. FHLBank Atlanta and the Lender are not required to request or obtain such documentation, but must use it in lieu of a proxy if available;
  - (iii) The amount of the AHP Subsidy that would be required to be repaid in accordance with the calculation in paragraph (a)(7)(v) of Section 1291.15 of the AHP Regulations is \$2,500 or less; or
  - (iv) Following a refinancing, the AHP-Assisted Unit continues to be subject to a satisfactory and legally enforceable retention agreement or mechanism described in Section 1291.15(a)(7) of the AHP Regulations.
- B. The Lender shall be entitled to collect the portion of AHP Subsidy owed by the Borrower as determined by this Section 5 by taking the following actions:

- (i) The Lender shall give notice to the Borrower following the Borrower's breach of any covenant or agreement in this Deed of Trust, specifying the nature of said breach and the action and time within which to cure such breach.
- (ii) If the breach is not cured on or before the date specified in the notice, the Lender at its option and in its sole discretion may pursue any and all remedies available pursuant to the AHP Requirements.

## **6. THIRD PARTY BENEFICIARY**

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

## **7. RECEIPT OF ADDITIONAL AHP SUBSIDY DURING RETENTION PERIOD**

The AHP-Assisted Unit may not receive funds from multiple Set-aside product(s) offered by FHLBank Atlanta during the Retention Period.

## **8. MONITORING**

Borrower agrees to comply with all requests by Lender for information or documentation arising from Lender's obligations to obtain information from the Owner under the AHP Requirements.

## **9. MISCELLANEOUS**

- A. The Borrower acknowledges and agrees that the AHP Subsidy is subject to the terms and conditions of this Deed of Trust, the Note, and the AHP Requirements, as the same may be amended from time to time.
- B. The Borrower agrees to the terms and conditions of this Deed of Trust and certifies that its representations contained in its AHP application and any related certifications are true, complete and accurate.
- C. By executing this Deed of Trust in the space indicated below, the Borrower fully understands and agrees to the terms and conditions contained herein. The Borrower acknowledges that he/she must satisfy all terms and conditions contained in this Deed of Trust.
- D. The Borrower agrees to be responsible for all tax issues (including, but not limited to, reporting and payment) arising from receipt of the funds secured hereunder.
- E. To the extent the Lender and the Borrower have entered into any other agreements pertaining to the AHP-Assisted Unit, the terms of such agreements remain in full force and effect, provided *however*, in the event of any conflict between such agreements and

this Deed of Trust, unless otherwise expressly provided in this Deed of Trust, the terms of this Deed of Trust shall prevail.

- F. The Borrower acknowledges receipt of a true copy of this Deed of Trust.
- G. This Deed of Trust 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 where the AHP-Assisted Unit is located (excluding, however, the conflict of laws rules of such State).
- H. In the event that any portion of this Deed of Trust conflicts with applicable law, such conflict shall not affect other provisions of this Deed of Trust that can be given effect without the conflicting provision.
- I. The Borrower's obligation to repay the AHP Subsidy shall terminate after any foreclosure, deed in lieu of foreclosure, assignment of a Federal Housing Administration first mortgage to the Department of Housing and Urban Development, or the death of the Borrower.
- J. This Deed of Trust shall be binding upon and inure to the benefit of the successors and permitted assigns of the Lender, the Borrower, and FHLBank Atlanta.
- K. This Deed of Trust 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.
- L. If more than one person is the Borrower of the AHP-Assisted Unit, their obligations under this Deed of Trust shall be joint and several, and references in this Deed of Trust to "Borrower" shall be deemed to refer to each of such persons.
- M. Lender may from time to time remove Trustee and appoint a successor trustee to any Trustee appointed hereunder by an instrument recorded in the county in which this Deed of Trust is recorded. Without conveyance of the AHP-Assisted Unit, the successor trustee shall succeed to all the title, power and duties conferred upon Trustee herein and by applicable law.

[SIGNATURES ON NEXT PAGE]

IN WITNESS WHEREOF, the undersigned Borrower(s) execute(s) this Deed of Trust under power of seal on the day and year first above written:

WITNESS:

\_\_\_\_\_ (SEAL)  
Borrower

\_\_\_\_\_ (SEAL)  
Borrower

STATE OF , COUNTY OF ss.:

On «**close\_date**», before me, the undersigned, a Notary Public in and for said State, personally appeared «**borw\_list**», personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name is subscribed to the within instrument and acknowledged to me that he executed the same in her/his/their capacity, and that by her/his/their signature on the instrument, the individual(s) or the person upon behalf of which the individual acted, executed the instrument.

\_\_\_\_\_  
Notary Public

My Commission Expires:

**EXHIBIT A**

**LEGAL DESCRIPTION**