

Second Lien Note

Date: _____

Maker: _____

Property Address:

Payee: Wells Fargo Bank, National Association, as Trustee, and as assignee of the Nortex Housing Finance Corporation

Place of Payment: US Bank, P O Box 468002, Bedford, OH 44146-8002

Principal Amount: \$ _____

Monthly Principal and Interest Payment \$ _____

Annual Interest Rate on Unpaid Principal from Date: _____% Per Annum

Terms of Payment

Principal of and interest on this Second Lien Note, unless accelerated as described below, shall be due and payable in arrears on or before the first day of each month commencing on _____, ____ until paid. This Second Lien Note matures on _____, _____. This Second Lien Note represents money received by the undersigned from the Nortex Housing Finance Corporation (the "Authority") pursuant to its Down Payment Assistance Program.

U.S. Bank Home Mortgage-MRBP Division (the "Servicer") is acting as agent for the Trustee and the Authority with respect to the servicing of this Second Lien Note and payments on this Second Lien Note may be made directly to the Servicer.

Security for Payment: A mortgage of even date herewith from Maker to Wells Fargo Bank, National Association, as Trustee, and as assignee of the Nortex Housing Finance Corporation, which lien securing this Second Lien Note is secondary and subordinate to a lien securing one other Note in the original principal sum of \$ _____, executed contemporaneously herewith by Maker, payable to the order of _____, covering subject property.

Maker promises to pay to the order of Payee at the place for payment and according to the terms of payment the principal amount hereof. All unpaid amounts shall be due by the scheduled payment date.

If Maker defaults in the payment of this Second Lien Note or in the performance of any obligation in any instrument security or collateral to it, and the default continues after Payee gives Maker notice of the default and the time within which it must be cured, as may be required by law or by written agreement, then Payee may declare the unpaid principal balance on this Second Lien Note immediately due. Maker and each surety, endorser, and guarantor waive all demand for payment, presentations for payment, notices or intention to accelerate maturity, notices of acceleration of maturity, protests, and notices of protest to the extent permitted by law.

If this Second Lien Note or any instrument securing or collateral to it is given, to an attorney for collection or enforcement, or if suit is brought for collection or enforcement, or if it is collected or enforced through probate, bankruptcy, or other judicial proceeding, then Maker shall pay Payee all costs of collection and enforcement, including reasonable attorney's fees and court costs, in addition to other amounts due.

This Second Lien Note will be accelerated at the then principal balance and all other sums due hereunder if the Mortgagor sells or voluntarily refinances the first mortgage note. This Second Lien Note is not assumable.

Each Maker is responsible for all obligations represented by this Second Lien Note.

When the context requires, singular nouns and pronouns include the plural.

**NOTICE TO MAKER
DO NOT SIGN THIS NOTE IF IT CONTAINS BLANK SPACES.
ALL SPACES SHOULD BE COMPLETED BEFORE YOU SIGN.**

MAKER

MAKER

Printed Name of Maker

Printed Name of Maker

MAKER

MAKER

Printed Name of Maker

Printed Name of Maker

(SIGN ORIGINAL ONLY)