

**Colorado Housing and Finance Authority**  
**CHFA Form 390, Deferred Payment (Balloon), Shared Appreciation Note**  
**Document Completion Instructions**

**This instruction page is for informational purposes only for the CHFA Participating Lender and should NOT be sent to the title company for closing.**

As a reminder, obtaining this form in the CHFA HomeConnection site will auto-populate certain fields. These forms should NOT be downloaded into the Participating Lenders' document preparation system, documents should always be obtained through the CHFA HomeConnection site, CHFA website, or a CHFA approved document preparation system that has already worked with CHFA to provide CHFA forms.

- **NMLS information for Lender and Loan Originator** – this will not auto-populate. Information must be completed.
- **Note Date** – this will not auto-populate. Date the documents will be signed by the borrower and should match the first mortgage loan's promissory note.
- **City and State** – these are hardcoded and should not be changed
- **Property Address** – this will auto-populate, to change or correct the address, click in the box to edit.
- **Loan Amount** – this will auto-populate, to change the loan amount, click in the box to edit.
- **Shared Appreciation** – this will not auto-populate. Input the purchase price of the property in the first line and then the next box will need to be calculated by dividing the principal amount of the second mortgage loan by the purchase price of the property, then multiplying by 100. For example, if the second mortgage loan was \$87,500, and the purchase price was \$437,500, the percent for this line would be: 20
- **Time and Place of Payments** – this will not auto-populate. This date should match the first mortgage Deed of Trust maturity date as the payments for this loan are deferred for the life of the first mortgage purchase loan.
- **Borrower's signature lines** – borrower's names will auto-populate under the signature lines. Check for accuracy, should match the first mortgage Note and Deed of Trust. If corrections are needed, click on the box to edit.

**THIS PAGE IS FOR INFORMATIONAL PURPOSES ONLY, DO NOT SEND TO CLOSING.**

Loan Originator Organization Name: \_\_\_\_\_

Loan Originator Organization NMLSR ID#: \_\_\_\_\_

Individual Loan Originator Name: \_\_\_\_\_

Individual Loan Originator NMLSR ID#: \_\_\_\_\_

**DEFERRED PAYMENT (BALLOON) NOTE**

**Colorado Housing and Finance Authority  
Second Mortgage Loan Program**

**THIS LOAN CONTAINS PROVISIONS PROHIBITING THE UNAUTHORIZED  
TRANSFER OF THE PROPERTY AND IS NOT ASSUMABLE**

**THIS LOAN HAS A BALLOON PAYMENT. AT THE END OF THE  
LOAN TERM, YOU MUST REPAY THE ENTIRE BALANCE OF THE LOAN  
PLUS ANY SHARED APPRECIATION PAYMENT**

\_\_\_\_\_, \_\_\_\_\_ Denver Colorado  
[Note Date] [City] [State]

\_\_\_\_\_  
[Property Address]

**1. BORROWER'S PROMISE TO PAY**

In return for a loan in the amount of U.S. \$\_\_\_\_\_ (the "Principal") that I have received from Colorado Housing and Finance Authority, a body corporate and political subdivision of the State of Colorado (the "Lender"), I promise to pay the Principal, any interest, and the Shared Appreciation Payment (as defined below), to the order of the Lender upon the Maturity Date (as defined below). I will make all payments under this note ("Note") in U.S. currency in the form of cash, check, money order, or other payment method accepted by Lender.

I understand that the Lender may transfer this Note. The Lender or anyone who takes this Note by transfer and who is entitled to receive payments under this Note is called the "Note Holder."

**2. INTEREST**

I will pay interest at the yearly rate of zero percent per annum.

**3. SHARED APPRECIATION**

As a public school employee participant in Lender's Schools To Home program (the "Program"), I have a first mortgage loan on the Property made under the first lien note ("First Lien Note") and a security instrument. I purchased the Property for U.S. \$\_\_\_\_\_ ("Purchase Price"). The second mortgage loan amount under this Note (the Principal defined above) represents \_\_\_\_\_ percent of the Purchase Price [DIVIDE PRINCIPAL BY PURCHASE PRICE AND MULTIPLY BY 100]. Under the Program, Lender is entitled to a pro rata share of appreciation as of the Maturity Date ("Shared Appreciation Payment"). Such Shared Appreciation Payment is calculated by multiplying the percentage that the Principal represented of the Purchase Price by the Appreciation (defined below). If Lender determines that Appreciation is zero or a negative number, I will not be responsible for paying Lender any Shared Appreciation Payment.

#### 4. APPRECIATION CALCULATION AND VALUATION

"Appreciation" of the Property means, after Lender's determination of the applicable facts, an amount equal to:

(A) If the Maturity Date occurs due to resale of the Property in an arm's length transaction between parties unrelated by family, marriage, or commercial enterprise, the actual resale price of the Property, less the price for which I purchased the Property; or

(B) If the Maturity Date occurs due to Borrower refinancing the first mortgage loan, the Property's value pursuant to the appraisal or other independent valuation required by the party providing such refinancing ("Refinance Appraisal"), less the price for which I purchased the Property. The Refinance Appraisal, in Lender's sole determination, must comply with all applicable insurer or guarantor requirements. I must, at my expense, cause the Refinance Appraisal to be provided to Lender together with any authorization or release that may be necessary for Lender's use of the Refinance Appraisal.

(C) If the Maturity Date occurs due to any event not described in (A) or (B) above or no Refinance Appraisal exists, the Property's fair market value as determined by an independent appraisal or other valuation method that, in Lender's sole determination, complies with all applicable insurer or guarantor requirements ("Valuation"), less the price for which I purchased the Property. The Valuation will be obtained at my expense. I agree to pay for the Valuation; to provide Lender at least 60 days' advance, written notice of the event causing the Maturity Date; and to make the Property available for Lender to obtain the Valuation, at reasonable times in a reasonable manner.

Subject to the parameters above, Lender will select the applicable Appreciation calculation method and accept or obtain any Refinance Appraisal or Valuation in Lender's sole discretion. I agree that any Refinance Appraisal or Valuation Lender accepts or obtains and Lender's determination of any Appreciation and the Shared Appreciation Payment will be conclusive and that I have no right to challenge the Refinance Appraisal, Valuation, Appreciation, or Shared Appreciation Payment or calculation thereof.

#### 5. PAYMENTS

This is a deferred payment obligation. I will pay the outstanding Principal; Shared Appreciation Payment, if any; and interest, if any, on the Maturity Date, which is defined as the first to occur of any of the following dates:

(A) \_\_\_\_\_, \_\_\_\_\_;

(B) the date on which the Principal is fully prepaid ("Full Prepayment");

(C) the date on which the property (or any interest therein) securing this Note (the "Property") is sold or otherwise transferred;

(D) the date on which the First Lien Note is refinanced or paid in full;

(E) the date on which the First Lien Note becomes due and payable for any reason; or

(F) the date I cease to use the Property as my primary residence.

I may be required to pay this Note in full before the Maturity Date if I default under this Note or the Security Instrument (defined in Section 12 below).

I will make my payments of the Principal, any Shared Appreciation Payment, and any interest at Colorado Housing and Finance Authority, P.O. Box 660592 Dallas, Texas 75266-0592 or at a different place if required by the Note Holder.

#### 6. BORROWER'S RIGHT TO PREPAY

I have the right to make payments of Principal at any time before they are due. A payment of Principal only before it is due is known as a "Prepayment." When I make a Prepayment, I will notify the Note Holder in writing that I am doing so.

I may make a Full Prepayment or partial Prepayments without paying a Prepayment charge. The Note Holder will use my Prepayments to reduce the amount of Principal that I owe under this Note. However, the Note Holder may apply my Prepayment to the accrued and unpaid interest, if any, on the Prepayment amount, before applying my Prepayment to reduce the Principal amount of the Note. If I make a partial Prepayment, there will be no changes in the Maturity Date unless the Note Holder agrees in writing to those changes. If I make a Full Prepayment, I understand that this is a Maturity Event, as specified in Section 5(B) above, and the entire Shared Appreciation Payment will become immediately due and payable. Before I make a Full Prepayment, I will notify the Note Holder in writing that I am doing so no fewer than 60 days before I intend to make such Full Prepayment. I understand that if I notify the Note Holder of my intent to make a Complete Prepayment, a Valuation will be required to determine the Shared Appreciation Payment, if any.

#### **7. LOAN CHARGES**

If applicable law sets maximum loan charges, and that law is finally interpreted so that any interest or other loan charges collected or to be collected in connection with the loan exceed the permitted limits, then (a) any such loan charge will be reduced by the amount necessary to reduce the charge to the permitted limit, and (b) any sums already collected from me that exceeded permitted limits will be refunded to me. The Note Holder may choose to make this refund by reducing the Principal I owe under this Note or by making a direct payment to me. If a refund reduces Principal, the reduction will be treated as a partial Prepayment.

#### **8. BORROWER'S FAILURE TO PAY AS REQUIRED**

##### **(A) Default**

I will be in default under this Note if:

- (i) I do not pay the full amount of Principal; Shared Appreciation Payment, if any; and interest, if any, on the Maturity Date;
- (ii) I fail to comply with the terms of the "Security Instrument" (defined in Section 12 below) securing this Note; or
- (iii) I fail to comply with the terms of the First Lien Note or the mortgage, mortgage deed, deed of trust, or security deed securing the First Lien Note
- (iv) I cease to use the Property as my primary residence.
- (v) The Note Holder determines that any information furnished by Borrower to Lender regarding the loan under the First Lien Note or this loan is inaccurate or misleading in any material respect.

##### **(B) Notice of Default**

If I am in default, the Note Holder may send me a written notice telling me that if I do not remedy the default by a certain date, the Note Holder may require me to pay immediately the full amount of unpaid Principal; the Shared Appreciation Payment, if any; all the interest, if any, that I owe on those amounts' and other charges due under this Note (the "Default Balance"). That date must be at least 30 days after the date on which the notice is mailed to me or delivered by other means.

##### **(C) No Waiver By Note Holder**

If I am in default and the Note Holder does not require me to pay the Default Balance immediately as described above, the Note Holder will still have the right to do so if I continue to be in default or if I am in default at a later time.

##### **(D) Payment of Note Holder's Costs and Expenses**

If the Note Holder has required me to pay the Default Balance immediately as described above, the Note Holder will have the right to be paid back by me for all of its costs and expenses in enforcing this Note to the extent not prohibited by applicable law. Those expenses include, for example, reasonable attorneys' fees and costs.

If (i) I am default under this Note; (ii) the mortgage, mortgage deed, deed of trust, or security instrument securing the First Lien Note is an FHA-insured mortgage; and (iii) the default results solely from

a violation of a legal restriction on conveyance as defined by 24 C.F.R. § 203.41 (such as an owner-occupancy requirement), then I will not be liable for the Note Holder's costs and expenses, including attorney fees; I will, however, be liable to repay the outstanding amount of Principal; interest, if any; and the Shared Appreciation Payment, if any, provided to make the property affordable as low- or moderate-income housing plus a reasonable rate of interest, as applicable.

## **9. GIVING OF NOTICES**

### **(A) Notice to Borrower**

Unless applicable law requires a different method, any notice that must be given to me under this Note will be given by delivering it, or by mailing it by first class mail, to me at the Property Address above or at a different address if I give the Note Holder a notice of my different address. I will promptly notify the Note Holder of any change to my physical address and of any change to my mailing address. Unless applicable law requires otherwise, notice may instead be sent by e-mail or other electronic communication if agreed to by me and the Note Holder in writing and if I have provided the Note Holder with my current e-mail address or other electronic address. If I have agreed with the Note Holder that notice may be given by e-mail or other electronic communication, I will promptly notify the Note Holder of any changes to my e-mail address or other electronic address.

### **(B) Notice to Note Holder**

Any notice that I must give to the Note Holder under this Note will be delivered by first class mail to the Note Holder at the address stated in Section 5 above or at a different address if I am given a notice of that different address.

## **10. OBLIGATIONS OF PERSONS UNDER THIS NOTE**

If more than one person signs this Note, each person is fully and personally obligated to keep all of the promises made in this Note, including the promise to pay the full amount owed. Any person who is a guarantor, surety or endorser of this Note is also obligated to do these things. Any person who takes over these obligations, including the obligations of a guarantor, surety or endorser of this Note, is also obligated to keep all of the promises made in this Note. The Note Holder may enforce its rights under this Note against each person individually or against all of us together. This means that any one of us may be required to pay all of the amounts owed under this Note.

## **11. WAIVERS**

I and any other person who has obligations under this Note waive the rights of Presentment and Notice of Dishonor. "Presentment" means the right to require the Note Holder to demand payment of amounts due. "Notice of Dishonor" means the right to require the Note Holder to give notice to other persons that amounts due have not been paid.

## **12. SECURED NOTE**

In addition to the protections given to the Note Holder under this Note, a mortgage, mortgage deed, deed of trust, or security deed (the "Security Instrument"), dated the same date as this Note, protects the Note Holder from possible losses that might result if I do not keep the promises that I make in this Note. That Security Instrument also describes how and under what conditions I may be required to make immediate payment of all amounts I owe under this Note. Some of those conditions are described as follows:

If all or any part of the Property or any Interest in the Property is sold or transferred (or if Borrower is not a natural person and a beneficial interest in Borrower is sold or transferred) without Lender's prior written consent, Lender may require immediate payment in full of all sums secured by this Security Instrument. However, Lender will not exercise this option if such exercise is prohibited by Applicable Law.

If Lender exercises this option, Lender will give Borrower notice of acceleration. The notice will provide a period of not less than 30 days from the date the notice is given in accordance

with Section 9 within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to, or upon, the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower and will be entitled to collect all expenses incurred in pursuing such remedies, including, but not limited to: (a) reasonable attorneys' fees and costs; (b) property inspection and valuation fees; and (c) other fees incurred to protect Lender's Interest in the Property and/or rights under this Security Instrument.

**13. TERMINATION OF CERTAIN RESTRICTIONS ON FIRST LIEN FHA-INSURED MORTGAGE OR DEED OF TRUST.**

In the event of foreclosure or deed in lieu of foreclosure of a prior mortgage, mortgage deed, deed of trust, security deed, or assignment of the first mortgage, mortgage deed, deed of trust, or security deed securing the First Lien Note to the Secretary of Housing and Urban Development, any provisions herein or any provisions in any other collateral agreement restricting the use of the Property or otherwise restricting the Borrower's ability to sell the Property will have no further force or effect. Any person (including their successors or assigns) receiving title to the Property through a foreclosure or deed in lieu of foreclosure of a prior mortgage, mortgage deed, deed of trust, or security deed will receive title to the Property free and clear from such restrictions.

WITNESS THE HAND(S) AND SEAL(S) OF THE UNDERSIGNED.

\_\_\_\_\_(Seal)  
- Borrower

\_\_\_\_\_(Seal)  
- Borrower

\_\_\_\_\_(Seal)  
- Borrower

\_\_\_\_\_(Seal)  
- Borrower

*[Sign Original Only]*