

AFFIDAVIT OF OCCUPANCY AND FINANCIAL STATUS

Lender: LEHMAN BROTHERS BANK, FSB ("Lender")
Loan No.: 0045669553 ("Loan")
Property Address: 81 SOUTH MAIN STREET
LUTHERSVILLE, GEORGIA 30251

("Property")

Before me, the undersigned authority, personally known to the undersigned Borrowers, (herein so called, whether one or more) who, upon being duly sworn on oath stated the following:

- 1.1 [] Primary Residence- The Property is or will be Borrowers' Primary Residence. This means that at least one of the Borrowers who executed the Note and Deed of Trust or Mortgage will take title to and occupy the Property. The Property is now occupied as the Borrowers' principal residence or will be occupied as Borrowers' principal residence no later than sixty (60) days after this date or sixty (60) days after the Property shall first become ready for occupancy as a habitable dwelling, whichever is later.
- 1.2 [] Secondary Residence- The Property is or will be the Borrowers' Secondary Residence. A secondary residence is a single family property that either is currently or will be occupied by at least one of the Borrowers in addition to their primary residence. It will not be income producing.
- 1.3 [x] Investment Property – The Property is or will be Investment Property. The Property will not be occupied or claimed as a primary or secondary residence by any of the Borrowers, and may produce revenue. Each Borrower owns, resides on, uses and claims another property or properties which, under the laws of the state in which such properties are located are entitled to receive homestead exemption for taxes and/or creditor claims.
2. If the Borrowers have indicated that the Property is their primary residence, the Borrowers represent that (i) they have no present intent to sell, lease, rent or otherwise dispose of said Property, (ii) upon occupancy of the Property they will not have any other permanent and primary residence, and (iii) the Property is not to be used for investment purposes. The Borrowers are furnishing to Lender, upon Lender's request, evidence satisfactory to the Lender of their continuing occupancy of the Property as their permanent and full time residence.
3. The undersigned Borrowers signing this Affidavit hereby certify that there have been no significant changes in their financial status; i.e., employer, income, available cash, etc., and that their Loan application to Lender, FHA/VA or conventional lender reflects their current financial position.
4. The Borrowers are advised that Lender has originated the above-referenced Loan in reliance upon the occupancy and financial status represented by the Borrowers in this Affidavit of Occupancy and Financial Status ("Affidavit"); and that in consideration of Lender making the Loan, the Borrowers hereby agree to indemnify Lender and hold Lender harmless from and against any and all loss, damage, liability, or expense, including costs and reasonable attorneys fees, to which Lender may be put or which Lender may incur by reason of or in connection with the Borrowers misrepresentation as to the occupancy of the property and/or the Borrowers financial status.
5. If the Borrowers have indicated that the Property is their primary residence (as defined above) and the Property is not owner-occupied or will not become owner-occupied within sixty (60) days after this date or sixty (60) days after the Property shall first become ready for occupancy as a habitable dwelling, whichever is later,

Sample Document Only

Lender or its successors or assigns, at their option and as permitted by applicable law, may: (1) receive from the Borrowers an amount sufficient to reduce the principal amount of the Loan to a level (or maximum loan to value) normally required by the Lender; (2) declare all sums secured by the Security Instrument immediately due and payable; (3) collect from the Borrower the additional fees (origination and other fees) normally charged by the Lender for non-owner-occupied loans. The interest rate and payment to be in accordance with program guidelines.

- 6. The Borrowers are advised that the making of any misrepresentations or misstatements in this Affidavit or any other document executed in connection with the Loan, the failure to move into the property by the specified time, or a breach of any of the conditions of this Affidavit will constitute a default under the terms of and provisions of the Note and Security Instrument executed in connection with the Loan.
- 7. Borrowers acknowledge that they understand that it is a federal crime punishable by a fine or imprisonment, or both to knowingly make any false statement in this Affidavit as applicable under the provisions of Title 18, United States Code, Sections 1011, 1010 and 1014.
- 8. The agreements and covenants contained in this Affidavit shall survive the closing of the Loan.
- 9. This Affidavit is binding upon the parties, their heirs, administrators, executors, personal representatives, successors, and assigns.

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| _____ | Date <u>3/23/07</u> |
| J. KEITH SWINEY (Signature of Borrower) | |
| _____ (Signature of Borrower) | Date _____ |
| _____ (Signature of Borrower) | Date _____ |
| _____ (Signature of Borrower) | Date _____ |

STATE of: GEORGIA County ss: COBB

Subscribed and sworn to before me this 23rd day of March, 2007

WITNESS my hand and official seal.

Signature: _____
Name (typed or printed) _____

My Commission Expires: