

**MORTGAGE RIDER
NEW HAMPSHIRE MANUFACTURED OR
FACTORY-BUILT HOUSING
LOCATED IN A RESIDENT-OWNED COOPERATIVE**

THIS MORTGAGE RIDER is made this _____ day of _____, and is incorporated into and shall be deemed to amend and supplement the Security Instrument (the “**Security Instrument**”) of the same date given by the undersigned (“**Borrower**”) to secure Borrower’s Note (the “**Note**”) to _____ (“**Lender**”) of the same date and covering the Property (as defined and described in the Security Instrument) and located at: _____

[insert Property address]

Borrower represents as follows:

Borrower is a duly qualified member of _____ (the “**Cooperative**”), a Consumer Cooperative Association organized under Chapter 301-A of the New Hampshire Revised Statutes Annotated (“**RSA**”).

The Property described in the Security Instrument includes a manufactured housing unit (“**Manufactured Housing**”) or a factory-built housing unit or factory-built home such as presite built, modular, prefabricated, panelized, or sectional housing (“**Factory-Built Housing**”) that is located on the following homesite owned by the Cooperative: _____ (the “**Homesite**”). Manufactured Housing and Factory-Built Housing are together referred to as “**MH**.”

As a member of the Cooperative and pursuant to an occupancy agreement entered into between Borrower and the Cooperative (the “**Occupancy Agreement**”), Borrower has the right to have the MH occupy the Homesite.

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

1. **Property.** The Property subject to the Security Instrument shall include:
 - a) the MH, together with all additions, improvements and fixtures now or hereafter attached to the MH (collectively the “**Home**”); and
 - b) Borrower’s rights to have the Home occupy the Homesite, including all occupancy rights arising under the Occupancy Agreement and rights of occupancy extended to Borrower as a member of the Cooperative or otherwise arising by law.
2. **Occupancy Obligations of Borrower to the Cooperative.** Borrower agrees to timely perform all obligations of Borrower due to the Cooperative under the Occupancy Agreement, including, but not limited to, timely payment of monthly Homesite rental payments. Borrower also agrees to timely perform all obligations of Borrower to the Cooperative arising under any of the Cooperative’s Constituent Documents. The “Cooperative’s Constituent Documents” include: (i) the Cooperative’s Articles of Incorporation or Association; (ii) the Cooperative’s Bylaws; (iii) the Cooperative’s operating rules and regulations, if any; and (iv) any other similar documents. All payment obligations owing to the Cooperative by Borrower, including, but not limited to, monthly Homesite rental payments under the Occupancy Agreement, are hereinafter called “Cooperative Fees.”

3. **Borrower's Nonpayment of Cooperative Fees.** If Borrower fails to pay Cooperative Fees when due, then Lender may, in its sole discretion and without obligation, pay all or a portion of such fees to the Cooperative on behalf of the Borrower. Any amounts disbursed by Lender to the Cooperative for Cooperative Fees shall become additional debt of Borrower secured under the Security Instrument and this Rider. These amounts shall bear interest at the Note rate from the date of disbursement and shall be payable, with such interest, upon notice from Lender to Borrower requesting payment. It is agreed that Lender incurs no liability for acting or failing to act as authorized under this Section 3.
4. **Movement of Home Prohibited.** Borrower shall not move the Home from the Homesite or disconnect the Home from utilities.
5. **No Reliance by Borrower.** Borrower acknowledges that Lender's decision to originate loans to members of the Cooperative, or a decision by any assign of Lender to acquire such loans, does not constitute any assurance or representation by the Lender, its agents or its successors and assigns, as to the Cooperative's financial condition or the condition of its properties. Borrower acknowledges that Borrower has sole and independent responsibility to determine whether the Cooperative is a suitable location for Borrower's Home. Borrower acknowledges that Borrower has not relied upon Lender, its agents or its successors and assigns with respect to the Cooperative's financial condition or the condition of its properties. Borrower expressly waives and disclaims any and all rights, causes of action and claims of any kind whatsoever against Lender, its agents and its successor and assigns relating to the Cooperative's financial condition or the condition of its properties.
6. **Principal Residence and Real Estate.** Borrower represents that the Home is or will be Borrower's principal residence and agrees that the Home shall only be used as Borrower's principal residence. Borrower also intends, as provided by New Hampshire law, that the Property secured under this Rider shall constitute real property.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Rider.

_____(Seal)
-Borrower
_____(Seal)
-Borrower