

**MULTI FAMILY HOUSING
ASSUMPTION AGREEMENT**

Type of Loan: (Check one) <input type="checkbox"/> RCH <input type="checkbox"/> RRH <input type="checkbox"/> LH <input type="checkbox"/> RHS
Terms: (Check one) <input type="checkbox"/> Same <input type="checkbox"/> New
Case Number:
Project Number:

THIS AGREEMENT dated _____, 20____, is between the United States of America, acting through the Department of Agriculture, Rural Housing Service or its successor (herein called the Government), and the assuming parties,

_____ (herein called Borrower), whose mailing address is _____

The Government is the holder of debt instrument(s) executed by _____

_____ identified as follows:

TABLE I

Kind of Instruction	Date Executed	Principal Amount	UNPAID ON DATE HERE OF			Int. Rate	Ins. Charge Rate
			Principal	Accrued Interest	Late Fees		
		Totals					

And such loans are secured instrument(s) taken on property described therein which is located in _____ County, State of _____

TABLE II

Kind of Instruction	Date Executed	Office Where Recorded	Book/Volume/ Document Number	Page Number

In consideration of the assumption of indebtedness and subsidy as herein provided and the Government's consent to this assumption and related conveyance of the security property, if applicable, it is agreed as follows:

1. The assuming parties hereby jointly and severally assume liability for and agree to pay to the order of the Government at the office shown below (or other as may later be specified) the amounts, including all obligations and duties under any note or other security instrument identified above, the principal sum of _____ dollars (\$ _____) plus interest at the rate of _____ percent(_____ %) per annum, payable in installments as follows:

a. \$ _____ on _____, 20____, and \$ _____ thereafter on the _____ of each _____ until the principal and interest are fully paid, except that the final installment of the entire indebtedness evidenced hereby, if not sooner paid, shall be due and payable on or before _____.

b. Upon completion of this assumption all payments will be converted to the Predetermined Amortization Schedule System (PASS) and, the first installment in the amount of \$ _____ will be due and payable on _____, 20____. Thereafter, regular installments, each in the amount of \$ _____ will be due and payable on the first day of each month until the principal and interest are fully paid, except that the final installment of the entire indebtedness evidenced hereby, if not paid sooner, shall be due and payable on or before _____.

2. Payments of principal and interest shall be applied in accordance with the Government's accounting procedures in effect on the date of the receipt of the payment. The Borrower agrees to pay late charges in accordance with the Government's regulations in effort when a late charge is assessed.

3. The provisions of said debt and security instruments and of any outstanding agreement executed or assumed by the present debtors pertinent thereto shall, except as modified herein, remain in full force and effect, and the assuming parties hereby assume obligations of and agree to be bound by and comply with all covenants, agreements and conditions contained in said instruments and agreements, excepts as modified herein, the same as if they had executed them as of the dates thereof as principal obligors.

4. Provisions of the debt and security instrument(s) which require that the borrower graduate to another credit source do not apply to an assumption on ineligible terms. (An assumption on ineligible terms has been identified by the approval official and so noted in the official case file maintained at the Government's office noted in this document.)

5. The property secured by the instruments described in Table 11 was obtained or improved through Federal financial assistance. This property is subject to the provisions of Title VI of the Civil Rights Act of 1964 and the regulations issued pursuant thereto for so long as the property continues to be used for the same or similar purpose for which financial assistance was extended or so long as the purchaser owns it, whichever is longer.

6. This Agreement is subject to present regulations of the Government and to its future regulations which are not inconsistent with the express provisions hereof.

By _____ (Borrowers)

State Director (Borrowers)
Rural Development _____ (Borrowers)

(Office Address) _____ (Borrowers)
