

SAMPLE MORTGAGE NOTE PURCHASE DOCUMENT
BANKS USUALLY ISSUE THEIR OWN MORTGAGE PURCHASE AGREEMENT

MORTGAGE PURCHASE AGREEMENT

THIS AGREEMENT, MADE and entered into this ____ DAY OF _____, 20____, by and between _____ hereinafter referred to as "Owner") and _____ (hereinafter referred to as "Buyer").

WITNESSETH WHEREAS, Owner is the owner and holder of a mortgage or deed of trust (hereinafter referred to as "Mortgage") duly recorded in the public records of _____ County in the state of _____, a lien on the property described in Exhibit "A", securing a promissory note in the original amount of \$_____ (hereinafter referred to as "Note").

WHEREAS, the Owner intends to assign said Note and Mortgage to Buyer upon the terms and provisions more specifically set forth herein, and endorsed without recourse;

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained, the parties agree as follows:

1. Owner's Warranties. The Owner covenants, represents and warrants:

- a. The Mortgage is a good and valid instrument and constitutes a valid lien against real property.
- b. Owner is vested with a full and absolute title to said Note and Mortgage and has the authority to assign and transfer the same, which are presently free and clear of all encumbrances.
- c. The initial principal face amount of the Note and Mortgage has been advanced to or on behalf of the mortgagor or trustor (hereinafter referred to as "Mortgagor"), the Mortgagor received consideration for the Note and Mortgage, and there are no defaults existing at the present time under any covenants contained in the said Note and Mortgage except the following: NONE
- d. The Note and Mortgage were not originated or closed in a manner which violated, or now violates, any Federal, State, or Local laws, ordinances, regulations or rulings, including, without limitation, Federal and State truth-in-lending laws and any other consumer protection laws, all Federal and State equal credit opportunity laws, and applicable State usury laws, the requirements of the Real Estate Settlement Procedures Act of 1974, the applicable requirements of the Servicemen's Act of 1944 and the National Housing Act.
- e. There are no undisclosed agreements between the Mortgagor and the Owner concerning any facts or conditions, whether past, present, or future, which might in any way affect the obligations of the Mortgagor to make timely payments thereon.
- f. Owner has no knowledge of any valid legal defenses which would adversely affect the enforceability of the Note and Mortgage.

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g. The Note and Mortgage documents were executed by person(s) purported to be the Mortgagor and contain no forged or unauthorized signatures, and the parties therein were of full age and capacity to contract.

h. The present unpaid principal balance on the Note and Mortgage, as shown on the attached amortization schedule (Exhibit "B"), is \$_____ and the next mortgage payment, in the amount of \$_____ is due and payable on _____, 20_____.

i. The Note and Mortgage and any other documents, instruments or records representing, evidencing, or relating thereto, are true, correct, undisputed and reflects full, correct and accurate information as to the balance and status thereof, that no credit heretofore has been given to the Mortgagor which was gratuitous or was given for payment made by an employee or agent of the Owner, or has arisen from a renewal granted for the purposes of concealing a delinquency.

j. The Mortgage and Note are free of usury and from any set-off, counterclaim or defense of any nature whatsoever; that no settlement, payment or compromise has been made with respect to the Note and Mortgage and that no special promise or consideration has been made to the Mortgagor.

2. Sale and Consideration. Owner hereby sells the said Note and Mortgage in their entirety to Buyer for the sum of \$_____, receipt of which Owner does hereby acknowledge.

3. Indemnification. Owner agrees to indemnify and save Buyer harmless from and against any and all loss, damage, liability, and expense (including its reasonable attorney's fees and cost of litigation) sustained or incurred by Buyer arising out of, or based upon, the inaccuracy or breach of any warranty or representation made by Owner or Buyer under this Agreement and breach of Owner of its obligation to repurchase any mortgage or covenant performed by it under this Agreement.

4. Time and Binding Affect. Time shall always be of the essence and this Agreement shall ensure and be binding upon the respective heirs, representatives, successors and assigns of the parties hereto.

IN WITNESS WHEREOF, the said parties have hereunto set their hands and seals this _____ day of _____, 20_____.

BUYER

OWNER