

## DEED OF TRUST RIDER

### (to be attached to the Deed of Trust on all Homeownership Program loans)

As long as this Security Instrument is held by the West Virginia Housing Development Fund, the Lender shall declare all sums secured by this Security Instrument to be immediately due and payable if:

(a) all or part of the property is sold or otherwise transferred (other than by devise, descent or operation of law) by Borrower to a purchaser or other transferee:

(i) who cannot reasonably be expected to occupy the property as a principal residence within a reasonable time after the sale or transfer, all as provided in Section 143(c) and (i)(2) of the Internal Revenue Code; or

(ii) who has had a present ownership interest in a principal residence during any part of the three-year period ending on the date of the sale or transfer, all as provided in Section 143(d) and (i)(2) of the Internal Revenue Code (except that "100 percent" shall be substituted for "95 percent or more" where the latter appears in Section 143[d][1]); or

(iii) at an acquisition cost which is greater than 90 percent of the average area purchase price (greater than 110 percent for targeted area residences), all as provided in Section 143(e) and (i)(2) of the Internal Revenue Code; or

(iv) whose family income exceeds 115 percent of applicable median family income (140 percent for a family in a targeted area residence), all as provided in Section 143(f) and (i)(2) of the Internal Revenue Code; or

(b) Borrower fails to occupy the property described in the Security Instrument without prior written consent of Lender or the West Virginia Housing Development Fund; or

(c) Borrower omits or misrepresents a fact that is material with respect to the provisions of Section 143 of the Internal Revenue Code in an application for the loan secured by this Security Instrument.

References are to the Internal Revenue Code in effect on the date of execution of the Security Instrument and are deemed to include the implementing regulations.

**ADDITIONAL PROVISIONS:** Notwithstanding any other provisions of this Deed of Trust to the contrary, (i) Lender may not exercise any right or remedy upon default until Borrower has had the opportunity to cure any default as required by West Virginia law; and (ii) Borrower may not be permitted to pay any default charges, attorney fees, or other costs and expenses of Lender not permitted under West Virginia law.

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Borrower

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Co-Borrower