

**SANTA FE COUNTY
HAPPY ROOF PROGRAM HOUSING ASSISTANCE GRANT
AFFORDABILITY AGREEMENT BETWEEN
SANTA FE COUNTY AND QUALIFYING GRANTEE**

THIS Affordability Agreement (“Agreement”) is entered into on this 17th day of April _____ 2012, by and between Santa Fe County (hereinafter referred to as “County”), a New Mexico political subdivision, whose address is 102 Grant Avenue, Santa Fe, New Mexico, 87504 and Maria Agapita Quintana (hereinafter referred to as “Qualifying Grantee”), whose address is HC R 64 Box 8 ½ Cinco Germanos, Santa Cruz, NM, 87567

RECITALS

WHEREAS, Qualifying Grantee, as owner in fee simple of real property located in the County of Santa Fe, State of New Mexico, described in Exhibit A attached (the “Property), has applied for and has been qualified for a Housing Assistance Grant (“Grant”) from the Santa Fe County Housing Assistance Happy Roofs Program (Program) pursuant to the provisions contained in the Affordable Housing Act, Section 6-27-1 NMSA 1978 *et seq.*, the New Mexico Mortgage Finance Authority Affordable Housing Rules (“MFA Rules”) and the Affordable Housing Roof Repair or Replacement and Renovation Ordinance No. 2011-3 (“Ordinance”); and

WHEREAS, The Affordable Housing Act, the MFA Rules and the Ordinance impose occupancy and transfer requirements for the duration of an established Affordability Period.

NOW, THEREFORE, IT IS MUTUALLY AGREED BETWEEN THE PARTIES as follows:

1. SCOPE OF AGREEMENT. In order to satisfy the requirements of the Affordable Housing Act, the MFA Rules and the Ordinance and enable the County to issue the aforementioned Housing Assistance Grant and in consideration of the Grant and of the mutual covenants and understandings set forth herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Qualifying Grantee and the County agree as follows:

- A. This Agreement is in consideration of the Grant from the County to the Qualifying Grantee in the amount of \$ 9169.75 Qualifying Grantee understands and agrees that the Grant shall not be repaid to the County, with the exception of paragraph (D) below.
- B. The Grant has been made to Qualifying Grantee through the Program after Qualifying Grantee submitted its application and was certified to become the Qualifying Grantee pursuant to the applicable rules of the Program. The Grant to Qualifying Grantee is made only if Qualifying Grantee agrees to the restrictions and requirements of all applicable rules and Ordinance and as further set forth below.

- C. The Qualifying Grantee hereby agrees to maintain the Qualified Residence, as identified by the Program and Exhibit A to this Agreement, as an owner-occupied, single family residential property for residential purposes only, until the expiration of the Affordability Period as defined in Section 3 of this Agreement; notwithstanding the foregoing:
- i. the property may be transferred consistent with this Agreement with written approval of the County pursuant to applicable rules and Ordinance if the transfer is to a person or family relation who is of low or moderate income, as established pursuant to the provisions contained in the Ordinance and Program; so long as such person or family member covenants and promises in writing to maintain the property as the transferee's principal residence for the remainder of the Affordability Period set forth in this Agreement and otherwise to comply with and assume all the terms and conditions of this Agreement; or
 - ii. the property may be transferred if the transfer is the result of the death of the Qualifying Grantee or the transfer is by devise or operation of law to the Qualifying Grantee's relation by blood or marriage within the third degree, in which case the transfer will cause an immediate termination of the Affordability Period or the transfer is required by a marital settlement agreement, required by operation of bankruptcy or other insolvency laws or otherwise required by law.
- D. Except as set forth in paragraph (C) above, if, at any time during the Affordability Period, the Property ceases to be the principal residence of the Qualifying Grantee, whether through sale of the Property or otherwise, then the entire outstanding amount of the Grant, including all accrued and unpaid interest, pursuant to Section 2 of this Agreement, will be immediately due and payable to the County. If such payment is not paid upon demand by the County by the Qualifying Grantee or valid transferee within thirty (30) days of such demand, the Qualifying Grantee or valid transferee shall be considered in default and in breach of this Agreement.
- E. The County reserves the right to deny approval of a request to assume or transfer the Agreement if the transferee cannot become a qualifying grantee under the Program.
- F. Qualifying Grantee certifies that the entire amount of the assistance will be used to perform roof repair or replacement work (the "Work") on the Qualifying Residence. The Work shall be completed no later than six (6) months from the date of this Agreement.
- G. The County may, as permitted by law, recover any attorney's fees and costs and seek all remedies afforded by law should Qualifying Grantee become in default or be determined in breach of the Agreement by the Program.

- H. Owner agrees that any default under the terms of the Grant, as those terms are set forth in this Agreement, will constitute a default under this Agreement and shall cause the full amount of the Grant to become immediately due and payable, including all accrued and unpaid interest, if any. If a default or breach of a term of this Agreement occurs the County may proceed with all of its remedies to recover any amounts due and owing under the provisions of this Agreement and as afforded by law.
- I. Owner understands and agrees that this Agreement will terminate, if not already expired, upon the happening of any of the following events: foreclosure and sale of the Property pursuant to an order of a court of competent jurisdiction.
- J. Owner agrees to inspection of the completed roof repair or replacement by the County or its authorized agent prior to and following completion of the work.
- K. Owner agrees that the County is not a guarantor or indemnitor of the roof replacement and repair, and that any and all defects in manufacture or installation shall be matters solely between the Owner and the manufacturer and installer; the Owner therefore releases the County as to any such claims and waives any such claims. Moreover, the Owner agrees to indemnify and hold harmless the County from and against any claims related in any way to the roof repair and replacement to be accomplished or completed pursuant to the terms of this Agreement. Any claims relating to defects in manufacture or installation of a roof repair or replacement shall be the sole responsibility of the Owner.

2. **HOUSING ASSISTANCE GRANT.** The Grant is in the amount of \$ 9169.75. If applicable, repayment of the Grant shall be the principal amount not to exceed \$10,000.00 and bearing interest at the rate of 5% annual percent rate (APR).

3. **EFFECTIVE DATE AND TERM.** This Agreement shall, upon due execution by all parties, become effective as of the date this contract is fully executed by all parties and shall terminate five (5) years later, unless terminated earlier pursuant to Section 1 paragraph (C) or (D) above.

4. **RELEASE.** Qualifying Grantee releases the County, its elected officials, officers, agents and employees from all liabilities, claims, and obligations whatsoever arising from or under or relating to this Agreement.

5. **PUBLICATION, REPRODUCTION, AND USE OF MATERIAL.** The County has the unrestricted right to publish, disclose, distribute and otherwise use, in whole or in part, any reports, data, or other material prepared under or pursuant to this Agreement.

6. **NO ORAL MODIFICATIONS; WRITTEN AMENDMENTS REQUIRED.** This Agreement may not be modified, altered, changed, or amended orally but, rather, only by an instrument in writing executed by the parties hereto.

7. **ENTIRE AGREEMENT; INTEGRATION.** This Agreement incorporates all the agreements, covenants, and understandings between the parties hereto concerning the subject

matter hereof, and all such agreements, covenants and understandings have been merged into this written Agreement. No prior or contemporaneous agreement, covenant or understandings, verbal or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this Agreement.

8. COMPLIANCE WITH APPLICABLE LAW; CHOICE OF LAW.

A. In performing its obligations hereunder, Qualifying Grantee shall comply with all applicable laws, ordinances, and regulations.

B. This Agreement shall be construed in accordance with the substantive laws of the State of New Mexico, without regard to its choice of law rules. Qualifying Grantee and the County agree that the exclusive forum for any litigation between them arising out of or related to this Agreement shall be the First Judicial District Court of the State of New Mexico.

9. SEVERABILITY. If any term or condition of this Agreement shall be held invalid or non-enforceable by any court of competent jurisdiction, the remainder of this Agreement shall not be affected and shall be valid and enforceable to the fullest extent of the law.

10. NOTICES. Any notice required to be given to either party by this Agreement shall be in writing and shall be delivered in person, by courier service or by U.S. mail, either first class or certified, return receipt requested, postage prepaid, as follows:

For Qualifying Grantee: Maria Agapita Quintana
HC R 64 Box 8 ½ Cinco Germanos
Santa Cruz, NM, 87567

For County: Affordable Housing Administrator
ATTN: Affordable Housing Department
102 Grant Ave
Santa Fe, NM 87501

11. FACSIMILE SIGNATURES. The parties hereto agree that a facsimile signature has the same force and effect as an original for all purposes.

12. NO THIRD-PARTY BENEFICIARIES. This Agreement was not intended to and does not create any rights in any persons not a party hereto.

13. NEW MEXICO TORT CLAIMS ACT. No provision of this Agreement modifies or waives any sovereign immunity or limitation of liability enjoyed by County or its “public employees” at common law or under the New Mexico Tort Claims Act, NMSA 1978, Section 41-4-1, et seq.

15. CONDEMNATION. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of the Property, or part thereof, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to the

Grant No. _____

PROMISSORY NOTE

\$ 9169.75

Date 4/17/12

For Value Received, the undersigned, Maria Agapita Quintana, a single person "Borrower", of **HC R 64 Box 8 ½ Cinco Germanos, Santa Cruz, NM, 87567** ("the Property")(described more particularly as set forth on Exhibit A hereto) promise to pay to the order of **the Board of County Commissioners of Santa Fe County** ("Lender"), the principal sum of **Nine Thousand One Hundred Sixty Nine Dollars and Seventy Five Cents \$9,169.75** (hereinafter call "the "Principal"), without interest accrued on the unpaid principal balance, pursuant to that certain Mortgage of even date between the parties.

If Borrower retains ownership of the property and resides on the property for a period of five (5) years following execution of this Note, this Note shall be cancelled upon request of the Borrower. This Note may also be cancelled on request of the Borrower if the property is transferred (by sale or otherwise) to a person of low or moderate income as established by operation of Ordinance No. 2011-3 and the regulations authorized thereunder, and the transferee agrees to execute a mortgage and Note containing the same or similar terms.

In addition to the protections of the Lender described in this Note, this Note is secured by a Mortgage of even date. The Mortgage describes how and under what conditions Borrower may be required to make immediate payments in full of all amounts Borrower owes under the terms of this Note. Any failure by the Borrower to observe or perform, as the case may be, any of the covenants or agreements contained in the Mortgage shall be deemed a default in the terms of this Note.

Failure to perform any obligation or covenant in this Note or within the Mortgage, or if Borrower has made any false statement or representation in the Note or Mortgage, if a receiver or a general assignment for the creditors is made by the Borrower, or if bankruptcy or insolvency proceedings the instituted by the Borrower, or the Borrower permits the impairment of the Property by loss, theft, damage, levy and execution, or destruction, unless it is promptly replaced with Property of like kind and of equal or greater value or restored to its former condition, shall be events of default under this Note.

Presentment, notice of dishonor, and protest are hereby waived by Borrowers. "Presentment" means the right to require the Lender to demand payment of amounts due. "Notice of dishonor" means the right to require the Lender to give notice to other persons that amounts due have not been paid.

This Note shall be binding upon the Borrower and its' successors and assigns.

Borrowers shall be jointly and severally liable under this Note.

Any notice to Borrower provided for in this Note shall be given by mailing such notice by certified mail, return receipt requested, addressed to Borrower at **HC R 64 Box 8 ½ Cinco Germanos, Santa Cruz, NM, 87567** or to such other address as Borrower may designate by written notice to the Lender. Any notice to the Lender shall be sent by registered or certified mail and shall be deemed to have been given and received seventy-two (72) hours after the same is so addressed and mailed postage prepaid, to the Lender at **102 Grant Avenue, Santa Fe, New Mexico 87504** or at such other address as may have been designated by subsequent written notice of Borrower.

Borrower:

maria a Quintero

EXHIBIT A to Affordable Mortgage
Legal Description

EXHIBIT "A"

Book 027, Page 195
T20N R 9E S 5 SW 2.06 AC. TR-A
A & TR-BB

MORTGAGE

THIS MORTGAGE, made this 17th day of April, 2012, by and between the undersigned, Maria Agapita Quintana, a single person "Borrower, of HC R 64 Box 8 ½ Cinco Germanos, Santa Cruz, NM, 87567 ("the Property")(described more particularly on Exhibit A hereto) and **the Board of County Commissioners of Santa Fe County** ("Mortgagee" or "Lender"), in the principal sum of **Nine Thousand One Hundred Sixty Nine Dollars and Seventy Five Cents \$9169.75** (hereinafter call "the "Principal").

Borrower owes Lender the principal sum of **Nine Thousand One Hundred Sixty Nine Dollars and Seventy Five Cents \$9169.75**. Borrower's debt is evidenced by Borrower's Promissory Note in the amount of **Nine Thousand One Hundred Sixty Nine Dollars and Seventy Five Cents \$9169.75**, dated the same date as this Mortgage, which provides repayment of the Note in full unless Borrower retain[s] ownership of the property and resides on the property for a period of five (5) years following execution of the Note, and cancellation of the Note if the property is transferred (by sale or otherwise) to a person of low or moderate income as established by operation of Ordinance No.2011-3 and the regulations authorized there under, and the transferee agrees to execute a mortgage and Note containing the same or similar terms.

This Mortgage secures to the Mortgage: (a) the repayment of the debt evidenced by the Note, and all renewals, extensions and modifications of the Note; (b) the payment of all other sums, with interest, advanced pursuant to this Mortgage, including without limitation sums advanced by Mortgagee in the exercise of remedies provided herein; (c) the performance of Borrower's covenants and agreements herein and in this Note, all subject to the statutory mortgage condition for the breach of which it is subject to foreclosure as provided by law, and with mortgage covenants.

Borrower and Lender covenant and agree as follows:

1. **Payment of Principal and Interest; and Default Interest.** Borrower shall promptly pay, when due, the principal balance of the Note and default interest due under the Note, if any.

2. **Application of Payments.** Unless otherwise required by applicable by law, all payments received by Lender shall be applied first, to accrued interest due, costs incurred by Lender to enforce the Note and this Security Instrument, and then to principal due.

Instrument. Borrower shall pay these charges on time directly to the person owed payment. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this paragraph. If Borrower makes these payments directly, Borrower shall promptly furnish to Lender receipts evidencing the payments. Borrower shall promptly discharge any lien which has priority over this Security Instrument except the Purchase Mortgage or any Refinance Mortgage, as defined in paragraph 13 below.

4. Hazard or Property Insurance. Borrower shall keep all improvements on the Property insured against loss by fire, hazards included within the term "extended coverage," and any other hazards, including floods or flooding, for which Lender requires insurance. This insurance shall be maintained in the amounts and for the periods that Lender requires. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's approval, which shall not be unreasonably withheld. If Borrower fails to maintain coverage described above, Lender may, at Lender's option and Borrower's expense, obtain coverage to protect Lender's rights in the Property in accordance with paragraph 6.

All insurance policies and renewals shall be acceptable to Lender and shall include a standard mortgage clause, adding Lender as the additional insured, and shall provide notice to Lender of cancellation or termination of such policy at least thirty (30) days prior to the effective date of termination or cancellation. If Lender requires, Borrower shall promptly give to Lender all receipts of paid premiums and renewal notices. In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may provide proof of loss if not made promptly by Borrower. Unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the Property damaged, if the restoration or repair is economically feasible and Lender's security is not reduced. If the restoration or repair is not economically feasible or Lender's security would be reduced, the insurance proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. If Borrower abandons the Property, or does not answer within ten (10) days a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may collect the insurance proceeds. Lender may use the proceeds to repair or restore the Property or to pay sums secured by this Security Instrument, whether or not then due.

Notwithstanding the foregoing, all rights of Lender hereunder are and shall remain subordinate and subject to the rights of the holder of the Purchase Mortgage or any Refinance Mortgage.

5. Preservation, Maintenance, and Protection of the Property. Borrower shall not destroy, damage, or impair the Property, allow the Property to deteriorate, or commit waste on the Property. Borrower shall be in default if any forfeiture action or proceeding, whether civil or criminal, is begun that, in Lender's good-faith judgment, could result in forfeiture of the Property or otherwise materially impair the lien created by this Security Instrument or Lender's security interest.

6. Protection of Lender's Rights in the Property. If Borrower fails to perform the covenants and agreements contained in this Security Instrument, or there is a legal proceeding that may significantly affect Lender's rights in the Property (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture, or to enforce laws or regulations), then Lender may do and pay for whatever is necessary to protect the value of the Property and Lender's rights in the Property. Lender's actions may include paying any sums secured by a lien which has priority over this Security Instrument, appearing in court, paying reasonable attorneys' fees, and entering on the Property to make repairs. Although Lender may take action under this paragraph 6, Lender is under no obligation to do so.

Any amounts disbursed by Lender under this paragraph 6 shall become additional debt of Borrower secured by this Security Instrument. These amounts shall bear interest from the date of disbursement at the rate set forth of twelve percent (12%) per annum, until repaid, and shall be payable, with interest, upon notice from Lender to Borrower requesting payment.

7. Successor and Assigns Bound; Joint and Several Liability. The covenants and agreements of this Security Instrument shall bind and benefit the successors and assigns of Lender and Borrower.

8. Loan Charges. If the loan secured by this Security Instrument is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the interest or other loan charges collected, or to be collected, in connection with the loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from Borrower which exceeded permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge under the Note.

9. Hazardous Substances. Borrower shall not cause or permit the presence, use, disposal, storage, or release of any hazardous substances on or in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Property that is in violation of any environmental law. The preceding two sentences shall not apply to the presence, use, or storage on the Property of small quantities of hazardous substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property.

10. Legislation Affecting Lender's Rights. If enactment or expiration of applicable laws has the effect of rendering any provision of the Note or this Security Instrument unenforceable according to its terms, Lender, at its option, may require immediate payment in full of all sums secured by this Security Instrument and may invoke any remedies permitted by paragraph 11.

11. Default; Remedies. If (1) Borrower shall fail to pay the sums due under the Note as and when due; or (2) Borrower shall fault on the terms of the Purchase Mortgage or any Refinance Mortgage and Borrower shall fail to cure such default within the deadline set forth in such Purchase Mortgage or Refinance Mortgage, as such may be extended by the holder thereof; or (3) or if a subordinate lien or encumbrance is placed on the Property without Lender's prior written consent; or (4) Borrower shall breach of any covenant or agreement in this Security Instrument, Lender at its option, may require immediate payment in full of all sums secured by this Security Instrument and may, after notice to Borrower and the passage of fifteen (15) days, foreclose this Security Instrument by judicial proceeding. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph numbered 11, including, but not limited to, reasonable attorneys' fees and costs

12. Lender in Possession. Upon acceleration under paragraph 11 or abandonment of the Property, Lender (in person, by agent, or by judicially appointed receiver) shall be entitled to enter upon, take possession of, and manage the Property, and to collect the rents of the Property, including those past due. Any rents collected by Lender or the receiver shall be applied first to payment of the costs of management of the Property and collection of rents, including, but not limited to, receiver's fees, premiums on receiver's bonds, and reasonable attorneys' fees, and then to the sums secured by this Security Instrument. Notwithstanding the foregoing, Lender's rights hereunder shall be subordinate and subject to the rights of the holder of the Purchase Mortgage or any Refinance Mortgage.

13. Subordination to Purchase Mortgage and Refinance Mortgage. Lender and Borrower acknowledge and agree that this Security Instrument is subordinate in all respect to the liens, terms, covenants and conditions of the Purchase Mortgage including all sums advanced for the purpose of (a) protecting or further securing the lien of the Purchase Mortgage, or (b) constructing, renovating, repairing, furnishing, fixturing or equipping the Property. Additionally, in the event Borrower shall elect, from time to time, to re-finance the Purchase Mortgage, Lender agrees to execute any documentation reasonably required by Borrower's lender to subordinate this Security Instrument to mortgage granted by Borrower to secure such debt refinance ("Refinance Mortgage"). In connection with obtaining the Refinance Mortgage, Borrower shall be entitled to increase the amount of debt which was initially secured by the Purchase Mortgage by an amount equal to Borrower's equity in the Property as determined by an appraisal obtained in connection with the refinance. Lender shall have no obligation to subordinate this Security Instrument to a Refinance Mortgage to the extent that the amount of the loan secured by the Refinance Mortgage exceeds the Purchase Mortgage plus Borrower's equity.

The terms and provisions of the Purchase Mortgage or a Refinance Mortgage, as the case may be, are paramount and controlling and they supersede any other term and provisions hereof in conflict therewith. In the event of a foreclosure or deed in lieu of foreclosure of the Purchase Mortgage or a Refinance Mortgage, any provisions herein or any provisions in any other collateral agreement or document restricting the use of the

Property to low or moderate income households or otherwise restricting the Borrower's ability to sell the Property shall have no effect on subsequent owners or purchasers of the Property. Any person, including his successor (other than the Borrower or a related entity of the Borrower), receiving title to the Property through a foreclosure or deed in lieu of foreclosure of the Purchase Mortgage or a Refinance Mortgage shall receive title to the Property free and clear from such restrictions. Further, if the holder of the Purchase Mortgage or a Refinance Mortgage acquires title to the Property pursuant to a deed in lieu of foreclosure, the lien of this Security Instrument shall automatically terminate upon the holder of the Purchase Mortgage or Refinance Mortgage holder's acquisition of title provided that (1) the Lender has been given written notice of a default under the Purchase Mortgage or Refinance Mortgage and (2) Lender shall not have cured the default under the Purchase Mortgage or Refinance Mortgage within the time period permitted for a cure by the Borrower. Nothing herein shall release the Borrower from personal liability for amounts due under the Note or hereunder in the event title is transferred pursuant to a deed in lieu of foreclosure.

In the event of a default of this Security Instrument, Lender shall provide to the holder of a Purchase Mortgage or Refinance Mortgage, a copy of the written default notice and any notice of acceleration sent by Lender to Borrower.

14. Release. Upon payment of all sums secured by this Security Instrument, Lender shall release this Security Instrument, without charge, to Borrower. Borrower shall pay any recording costs. Following release of this Security Instrument, any provisions herein or any provisions in any other collateral agreement or document restricting the use of the Property to low or moderate income households or otherwise restricting the Borrower's ability to sell the Property shall have no effect on Borrower or any subsequent owners or purchasers of the Property.

15. Redemption Period. If this Security Instrument is foreclosed, the redemption period after the date that the judicial sale is confirmed shall be one (1) month.

16. Notices. Any notice to Borrower provided for in this Security Instrument shall be given by delivering it or by mailing it by certified mail, return receipt requested, or by hand-delivery, unless applicable law requires use of another method. The notice shall be directed to [address] or any other address Borrower designates by written notice to Lender. Any notice to Lender shall be given by first class mail to Lender's address stated herein or any other address Lender designates by notice to Borrower. Any notice provided for in this Security Instrument shall be deemed to have been given to Borrower or Lender when given, as provided in this paragraph.

17. Governing Law; Severability. This Security Instrument shall be governed by federal law and the law of the State of New Mexico. In the event that any provision or clause of this Security Instrument or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision. To this end, the provisions of this Security Instrument and the Note are declared to be severable.

18. **Environmental Compliance.** Borrower is, and shall remain, until this Security Instrument is canceled, released, reconveyed, or discharged, the "owner and operator" of the Property within the meaning of, and for the purpose of, 42 U.S.C. Section 96-1(20)(A). At its sole cost and expense, Borrower shall comply with any and all federal, state, and local laws, rules, regulations, or orders with respect to environmental regulation, protection, or remediation (collectively, "Environmental Laws"), shall pay immediately when due the cost of removal of any hazardous and toxic substances, wastes, or materials, pollutants or contaminants, defined or regulated under any Environmental Laws (collectively, "Hazardous Substances") occurring after the date of this Mortgage, and shall keep the Property free of any lien imposed pursuant to any Environmental Laws;

Borrower hereby represents and warrants to Lender that there will be no future, Hazardous Substances stored or otherwise located on the Property.

Borrowers:

Maria A Quintana

ACKNOWLEDGEMENTS

STATE OF New Mexico)
) ss:
COUNTY OF Santa Fe)

The foregoing instrument was hereby acknowledged before me this 17th day of April, 2012 by Maria Quintana.

Meresa D. Druce
Notary Public



My commission expires:

8/31/2014

EXHIBIT A to Affordable Mortgage
Legal Description

EXHIBIT "A"

Book 027, Page 195
T20N R 9E S 5 SW 2.06 AC. TR-A
A & TR-BB