

chfa down payment assistance program requirements

colorado housing and finance authority



Disclaimer

This Disclaimer applies to all content provided through CHFA webinars or other training events. The training content provided is intended to help explain CHFA's programs but should not be relied upon as an alternative to the CHFA Seller's Guide. CHFA makes reasonable efforts to ensure that information provided in its trainings is up-to-date and accurate. If there are any discrepancies between information provided in a training event, including in slide presentations, and CHFA's Seller's Guide and/or eNews, the later documents should be relied upon.

chfa grant

chfa down payment assistance grant

- Non-Repayable – borrowers do not have to repay the grant
- Maximum amount of 3% of the total first mortgage loan amount or \$25,000, whichever is less
 - Whole dollar DPA amount only, round down
 - Calculation example: 3% of a \$394,890.00 total First Mortgage Loan Amount = \$11,846.70
 - Drop the cents or round down for a maximum grant amount of \$11,846.00
- CHFA will only fund the whole dollar loan amount if cents are included on closing documents

chfa down payment assistance grant

- Assist with Down Payment, Closing Costs, and/or pre-pays
- **Cannot** be used for the following:
 - Pay borrower's debts
 - Difference between appraised value and sales price
 - \$1000 CHFA minimum borrower contribution
 - Fund repair escrow account
 - Lower loan amount under max loan amount for county or area
- Excess grant money options
 - More down payment
 - Mortgage Insurance premium – follow TRID/RESPA/TILA guidelines
 - Principal reduction to first mortgage – CHFA does not have a cap
 - Real estate commissions
 - Lower loan amount
 - Cannot go to the borrower as cash back

chfa down payment assistance grant

- Lender must fund grant
 - CHFA will reimburse at purchase of first mortgage loan
- Grant must show on the Loan Estimate as a credit to the borrower(s) and on Closing Disclosure as “CHFA DPA Grant”
- DPA Grant Award Letters to be sent to closing
 - FHA loans - CHFA Form 501, Down Payment Assistance Award Letter
 - VA and USDA-RD loans – CHFA Form 502, Down Payment Assistance Award Letter
 - Award letters available under the reservation tab in HomeConnection once loan is locked/reserved

chfa form 501 grant award letter fha loans

CHFA Form 501
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Colorado Housing and Finance Authority
www.chfainfo.com

CHFA DPA GRANT AWARD LETTER (FHA LOANS)

CHFA Loan No.:
Date:
Grantee(s) Name:
Property Address:
CHFA DPA Grant Amount:

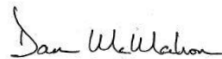
Colorado Housing and Finance Authority (CHFA) is providing funds (the "CHFA DPA Grant") under its CHFA DPA Grant Program to the grantee(s) referenced above (the "Grantee") for use toward Grantee's HUD Minimum Required Investment (MRI), down payment, closing cost(s) and/or prepaid(s). The CHFA DPA Grant will be provided on the condition that it is made in connection with the closing of an FHA-insured first mortgage loan meeting the CHFA DPA Grant program requirements (the "First Mortgage Loan").

The CHFA DPA Grant will be in the amount specified above, provided such amount does not exceed three percent (3%) of the original principal balance of the First Mortgage Loan. CHFA has, at or before such First Mortgage Loan closing (the "Closing"), incurred a legally enforceable obligation to fund the CHFA DPA Grant with funds which legally belong to CHFA. The CHFA DPA Grant is provided in CHFA's governmental capacity in Colorado, the state in which the property identified above is located. Grantee's repayment of the CHFA DPA Grant is not required.

The calculation of the interest rate on the First Mortgage Loan is based in part on the particular CHFA loan program selected by the Grantee (the "CHFA Program"). By selecting such CHFA Program, Grantee may be paying a higher mortgage loan interest rate than might otherwise be available under a different loan program.

The person signing below is duly authorized to execute this letter.

Electronic Signature: The electronic signature of each Borrower included in this letter, in any form, is intended to authenticate this writing, bind it hereto, and to otherwise have the same force and effect as a manual signature.



Dan McMahon, Director of Home Finance

_____	Date _____
Grantee	
_____	Date _____
Grantee	
_____	Date _____
Grantee	
_____	Date _____
Grantee	

Colorado Housing and Finance Authority
1981 Blake Street - Denver, CO 80202
main 1.800.877.2432
tdd 303.297.7305



If first mortgage loan amount changes, this letter will need to be re-generated by CHFA. The grant amount must match the credit given on the CD, otherwise FHA may not insure the loan.

chfa form 502 grant award letter va and usda-rd loans

CHFA Form 502
Page 1 of 1
1/23.v3

Colorado Housing and Finance Authority
www.chfainfo.com

CHFA DPA GRANT AWARD LETTER

CHFA Loan No.:

Date:

Grantee(s) Name:

Property Address:

CHFA DPA Grant Amount:

The Colorado Housing and Finance Authority (CHFA) is providing funds (the "CHFA DPA Grant") to the grantee(s) referenced above (the "Grantee") toward Grantee's down payment, closing cost(s) and/or prepaid(s) for the above-referenced loan (the "First Mortgage Loan").

The CHFA DPA Grant will be in the amount specified above, *provided* such amount does not exceed three percent (3%) of the original principal balance of the First Mortgage Loan. It will be provided by the originating lender to the Grantee at closing and reimbursed by CHFA upon CHFA's purchase of the First Mortgage Loan. Grantee's repayment of the CHFA DPA Grant is not required.

The calculation of the interest rate on the First Mortgage Loan is based in part on the particular CHFA loan program selected by the Grantee (the "CHFA Program"). By selecting such CHFA Program, Grantee may be paying a higher mortgage loan interest rate than might otherwise be available under a different loan program.



Dan McMahon, Director of Home Finance

Colorado Housing and Finance Authority
1981 Blake Street - Denver, CO 80202
main 1.800.877.2432
tdd 303.297.7305



Borrowers are
not required
to sign this
form.

chfa second mortgage

chfa down payment assistance 0% second mortgage

- Maximum amount of up to 4% of the total first mortgage loan amount or \$25,000, whichever is less
 - CHFA FirstGeneration and HomeAccess loan programs – full \$25,000 available
 - Regardless of 1st mortgage loan amount
 - Borrowers can opt to take a lesser amount
 - Whole dollar loan amount only, round down
 - Calculation example: 4% of a \$397,895.00 total first mortgage loan amount = \$15,915.80.
 - Drop the cents or round down for a maximum loan amount of \$15,915.00
 - Calculation example: 4% of a \$650,000 total first mortgage loan amount = \$26,000 – 2nd mortgage loan would be capped at \$25,000
 - CHFA will only fund the whole dollar amount
- Second mortgage loan amount may be less than the 4% maximum; not required to use the full amount

chfa down payment assistance 0% second mortgage

- Assist with Down Payment, Closing Costs, and/or pre-pays
- **Cannot** be used for the following:
 - Pay borrower's debts
 - Difference between appraised value and sales price
 - \$1000 CHFA minimum borrower contribution
 - Fund repair escrow account
 - Lower loan amount under max loan amount for county or area
- Excess second mortgage money options
 - More down payment
 - Single paid premium MI option – follow TRID/RESPA/TILA
 - Principal reduction to first mortgage – CHFA does not have a cap
 - Real estate commissions
 - Lower loan amount
 - Excess money cannot go to the borrower as cash back

chfa down payment assistance 0% second mortgage - continued

- Second Mortgage Loan must be indicated as a credit on the Loan Estimate and on the Closing Disclosure as “CHFA Second Lien”
 - Lender must fund second mortgage loan
 - CHFA will reimburse at purchase of first mortgage loan
- Due and repayable lien
 - Maturity of first mortgage loan – considered a balloon loan
 - Upon refinance or sale of property
 - If borrower refinances first mortgage back to CHFA, the maturity date of the second mortgage does not change
 - Upon default of first mortgage
 - Or if property ceases to be borrower’s primary residence
- Second Mortgage Loan will close in CHFA’s name
 - Lender must complete all Second Mortgage Documents and present to borrower at application and closing

chfa down payment assistance 0% second mortgage - continued

- Vesting is not required on second mortgage documents
- Guidelines for completing second mortgage forms available on CHFA website
 - CHFA Form 375, Guide to CHFA Down Payment Assistance (DPA) Second Mortgage Disclosures
 - Balloon section must be marked as “Yes”
- Title commitment/policy not required for second mortgage
- DPA Award Letter issued by CHFA at time of approval to be signed at closing
 - CHFA Form 368, Down Payment Assistance Award Letter for Second Mortgage Loan – **FHA loans only**
 - CHFA FirstStep and FirstGeneration loans, letter will be found under the compliance tab in Homeconnection once loan is program compliance approved
 - CHFA SmartStep loans, letter will be found under the reservation tab in HomeConnection after loan is locked/reserved

chfa form 368, down payment assistance award letter - fha loans only

CHFA Form 368
Page 1 of 1
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Colorado Housing and Finance Authority
www.chfainfo.com
**CHFA DPA Second Mortgage Loan Award Letter
(FHA Loans)**

Date:

CHFA DPA Second Mortgage Loan Number:

Borrower(s) Name:

Property Address:

The above-referenced Colorado Housing and Finance Authority (CHFA) DPA Second Mortgage Loan (the "CHFA DPA Second") is being provided to the borrower(s), referenced above (the "Borrower"), for use toward Borrower's HUD Minimum Required Investment (MRI), closing cost(s), down payment, and/or prepaid(s). The CHFA DPA Second, to be closed in CHFA's name under the CHFA DPA Second Mortgage Loan Program, will be provided on the condition that it is closed in connection with an FHA-insured first mortgage loan meeting CHFA DPA Second Mortgage Loan Program requirements (the "First Mortgage Loan"). CHFA has, at or before such First Mortgage Loan closing (the "Closing"), incurred a legally enforceable liability as a result of its agreement to provide such CHFA DPA Second with funds which legally belong to CHFA. The CHFA DPA Second is provided in CHFA's governmental capacity in Colorado, the state in which the property identified above is located.

The maximum loan amount of the CHFA DPA Second may not exceed the lesser of \$25,000 ("CHFA DPA Limit") or four percent (4%) of the total First Mortgage Loan amount, except for CHFA HomeAccessSM Loans and CHFA FirstGenerationSM Loans which may always go up to the CHFA DPA Limit.

The calculation of the interest rate on the First Mortgage Loan is based in part on the particular CHFA loan program selected by the Borrower (the "CHFA Program"). By selecting such CHFA Program, Borrower may be paying a higher interest rate on the First Mortgage Loan than might otherwise be available under a different loan program.

The person signing below is duly authorized to execute this letter.


Dan McMahon, Director of Home Finance

To be signed by Borrower(s):

The Borrower(s) accepts the repayment terms of the CHFA DPA Second, as reflected in the CHFA DPA Second Note and Deed of Trust executed on the date of Closing.

Electronic Signature: The electronic signature of each Borrower included in this letter, in any form, is intended to authenticate this writing, bind it hereto, and to otherwise have the same force and effect as a manual signature.

Date _____
Date _____
Date _____
Date _____

purchase review documentation requirements

- Second Mortgage Closing Disclosure
 - Lender prepares their own Closing Disclosure
 - follow CHFA requirements
- CHFA Form 307, Second Mortgage Note (Balloon), required
- CHFA Form 314, Second Mortgage Deed of Trust, required
- Use upper and lower case letters, do NOT use all upper case letters as this will reduce the space availability in the input sections

chfa form 307, second mortgage loan note – instructions page

Colorado Housing and Finance Authority
CHFA Form 307, Deferred Payment (Balloon) Note
Document Completion Instructions

This instruction page is for informational purposes only for the CHFA Participating Lender and should NOT be sent to the title company for closing.

As a reminder, obtaining this form in the CHFA HomeConnection site will auto-populate certain fields. These forms should NOT be downloaded into the Participating Lenders' document preparation system, documents should always be obtained through the CHFA HomeConnection site, CHFA website, or a CHFA approved document preparation system that has already worked with CHFA to provide CHFA forms.

- **NMLS information for Lender and Loan Originator** – this will not auto-populate. Information must be completed.
- **Note Date** – this will not auto-populate. Date the documents will be signed by the borrower and should match the first mortgage loan's promissory note.
- **Property Address** – this will auto-populate, to change or correct the address, click in the box to edit.
- **Loan Amount** – this will auto-populate, to change the loan amount, click in the box to edit.
- **Time and Place of Payments** – this will not auto-populate. This date should match the first mortgage Deed of Trust maturity date as the payments for this loan are deferred for the life of the first mortgage purchase loan. Date should include month, day and year of maturity.
- **Borrower's signature lines** – borrower's names will auto-populate under the signature lines. Check for accuracy, should match the first mortgage Note and Deed of Trust. If corrections are needed, click on the box to edit.

→ THIS PAGE IS FOR INFORMATIONAL PURPOSES ONLY, DO NOT SEND TO CLOSING.

chfa form 307, second mortgage loan note

CHFA Form
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Input Lender and Loan
Officer NMLS information.

Loan Originator Organization Name: _____
Loan Originator Organization NMLS ID#: _____
Individual Loan Originator Name: _____
Individual Loan Originator NMLS ID#: _____

DEFERRED PAYMENT (BALLOON) NOTE

Colorado Housing and Finance Authority
Second Mortgage Loan Program

THIS LOAN CONTAINS PROVISIONS PROHIBITING THE UNAUTHORIZED
TRANSFER OF THE PROPERTY AND IS NOT ASSUMABLE

THIS LOAN HAS A BALLOON PAYMENT. AT THE END OF THE
LOAN TERM, YOU MUST REPAY THE ENTIRE BALANCE OF THE LOAN

Input closing date, property
address and loan amount. If
information auto-populates,
verify it is accurate, if not,
click in box and make
corrections. Property address
must match the property
address on the first mortgage
closing documents. Denver
Colorado is hardcoded, this
cannot be changed

_____, _____
[Note Date] Denver Colorado
[City] [State]

[Property Address]

1. BORROWER'S PROMISE TO PAY

In return for a loan in the amount of U.S. \$ _____ (the "Principal") that I have received from Colorado Housing and Finance Authority, a body corporate and political subdivision of the State of Colorado (the "Lender"), I promise to pay the Principal, plus accrued interest, if any, to the order of the Lender. I will make all payments under this Note in U.S. currency in the form of cash, check, money order, or other payment method accepted by Lender.

I understand that the Lender may transfer this Note. The Lender or anyone who takes this Note by transfer and who is entitled to receive payments under this Note is called the "Note Holder."

2. INTEREST

I will pay simple interest at the rate of zero percent (0%) per annum.

3. PAYMENTS

(A) Time and Place of Payments

This is a deferred payment obligation. I will pay the Principal and any interest on the "Maturity Date," which is the earliest of any of the following dates:

- (i) _____;
- (ii) the date on which the property (or any interest therein) securing this Note (the "Property") is sold or otherwise transferred;
- (iii) the date on which the "First Lien Note" is refinanced or paid in full (the "First Lien Note" is a loan made by

Input payment/maturity
date, which should match the
maturity date of the first
mortgage loan.

chfa form 307, second mortgage loan note

CHFA Form 307
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Loan Originator Organization Name: ABC Mortgage Company
Loan Originator Organization NMLSR ID#: 4656546
Individual Loan Originator Name: John Doe
Individual Loan Originator NMLSR ID#: 654655

DEFERRED PAYMENT (BALLOON) NOTE

Colorado Housing and Finance Authority
Second Mortgage Loan Program

THIS LOAN CONTAINS PROVISIONS PROHIBITING THE UNAUTHORIZED
TRANSFER OF THE PROPERTY AND IS NOT ASSUMABLE

THIS LOAN HAS A BALLOON PAYMENT. AT THE END OF THE
LOAN TERM, YOU MUST REPAY THE ENTIRE BALANCE OF THE LOAN

September 15, 2022 Denver Colorado
[Note Date] [City] [State]
1234 Anywhere St, Anywhere Town, CO 80999
[Property Address]

1. BORROWER'S PROMISE TO PAY

In return for a loan in the amount of U.S. \$15,000.00 (the "Principal") that I have received from Colorado Housing and Finance Authority, a body corporate and political subdivision of the State of Colorado (the "Lender"), I promise to pay the Principal, plus accrued interest, if any, to the order of the Lender. I will make all payments under this Note in U.S. currency in the form of cash, check, money order, or other payment method accepted by Lender.

I understand that the Lender may transfer this Note. The Lender or anyone who takes this Note by transfer and who is entitled to receive payments under this Note is called the "Note Holder."

2. INTEREST

I will pay simple interest at the rate of zero percent (0%) per annum.

3. PAYMENTS

(A) Time and Place of Payments

This is a deferred payment obligation. I will pay the Principal and any interest on the "Maturity Date," which is the earliest of any of the following dates:

- (i) October 1, 2052;
- (ii) the date on which the property (or any interest therein) securing this Note (the "Property") is sold or otherwise transferred;
- (iii) the date on which the "First Lien Note" is refinanced or paid in full (the "First Lien Note" is a loan made by the first lien lender to me under a first lien note and a security instrument on the Property dated the same

Example of
completed first
page.

chfa form 307, second mortgage loan note

CHFA Form
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to: (a) reasonable attorneys' fees and costs; (b) property inspection and valuation fees; and (c) other fees incurred to protect Lender's Interest in the Property and/or rights under this Security Instrument.

11. CERTAIN RESTRICTIONS TERMINATE ON FORECLOSURE OF HUD-INSURED FIRST MORTGAGE OR DEED OF TRUST.

In the event of foreclosure or deed in lieu of foreclosure of a prior mortgage, mortgage deed, deed of trust, security deed, or assignment of the first deed of trust securing the First Lien Note to the Secretary of Housing and Urban Development, any provisions herein or any provisions in any other collateral agreement restricting the use of the Property or otherwise restricting the Borrower's ability to sell the Property will have no further force or effect. Any person (including their successors or assigns) receiving title to the Property through a foreclosure or deed in lieu of foreclosure of a prior mortgage, mortgage deed, deed of trust, or security deed will receive title to the Property free and clear from such restrictions.

WITNESS THE HAND(S) AND SEAL(S) OF THE UNDERSIGNED.

____ (Seal)
- Borrower

____ (Seal)
- Borrower

____ (Seal)
- Borrower

____ (Seal)
- Borrower

[Sign Original Only]

All borrowers need to sign at closing. All names need to match first mortgage closing documents.

chfa form 307, second mortgage loan note

CHFA Form 307
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to: (a) reasonable attorneys' fees and costs; (b) property inspection and valuation fees; and (c) other fees incurred to protect Lender's Interest in the Property and/or rights under this Security Instrument.

11. CERTAIN RESTRICTIONS TERMINATE ON FORECLOSURE OF HUD-INSURED FIRST MORTGAGE OR DEED OF TRUST.

In the event of foreclosure or deed in lieu of foreclosure of a prior mortgage, mortgage deed, deed of trust, security deed, or assignment of the first deed of trust securing the First Lien Note to the Secretary of Housing and Urban Development, any provisions herein or any provisions in any other collateral agreement restricting the use of the Property or otherwise restricting the Borrower's ability to sell the Property will have no further force or effect. Any person (including their successors or assigns) receiving title to the Property through a foreclosure or deed in lieu of foreclosure of a prior mortgage, mortgage deed, deed of trust, or security deed will receive title to the Property free and clear from such restrictions.



Example of completed signature page with four borrowers.

WITNESS THE HAND(S) AND SEAL(S) OF THE UNDERSIGNED.

____ (Seal)
John William Doe - Borrower

____ (Seal)
Susie Lynn Doe - Borrower

____ (Seal)
Adam Thomas Doe - Borrower

____ (Seal)
Lilly Sunshine Doe - Borrower

[Sign Original Only]



chfa form 314, second mortgage deed of trust – instructions page

Colorado Housing and Finance Authority
CHFA Form 314, Subordinate Deed of Trust
Document Completion Instructions

This instruction page is for informational purposes only for the CHFA Participating Lender and should NOT be sent to the title company for closing.

As a reminder, obtaining this form in the CHFA HomeConnection™ site will auto-populate certain fields. These forms should NOT be downloaded into the Participating Lenders' document preparation system, documents should always be obtained through the CHFA HomeConnection site, CHFA's website, or a CHFA approved document preparation system that has already worked with CHFA to provide CHFA forms.

DO NOT ATTACH ANY RIDERS TO THE SECOND MORTGAGE DEED OF TRUST.

- **Recording information – top left of document** – CHFA no longer requires the original Second Mortgage Deed of Trust to be sent after recording. Lender to input the mailing address of where they want the original sent.
- **NMLS information** for Lender and Loan Originator – this information will not auto-populate. Information must be completed.
- **Borrower(s)** - Borrower(s) name should match the first mortgage note and deed of trust. This information will auto-populate, if corrections are needed, click in the box to edit. There are four separate boxes in this section for up to four borrower's names.
- **Address** – Current Address of borrower(s), where they are currently residing – this information will not auto-populate.
- **Public Trustee** – for the county in which the property is located. This will auto-populate, if corrections are needed, click on the box to edit.
- **Note** – Date of the second mortgage note, must include month, day and year.
- **Loan amount** – the numeric value will auto-populate, however the alpha numeric value will not. Lender must complete the alpha numeric value for the loan amount. If the numeric value is incorrect or has changed, click in the box to edit.
- **Maturity date** – this box will not auto-populate. This should match the maturity date of the first mortgage deed of trust. Date should include month, day, and year of maturity.
- **Security Instrument** – This is the date of closing and should match the second mortgage Note, first mortgage Note, and first mortgage Deed of Trust, this information will not auto-populate. Must include month, day and year.
- **County for location of property** – this box will auto-populate, if corrections are needed, click in the box to edit.
- **Legal description** – this box will not auto-populate. Lender must either:
 - Type in the legal description
 - Type in the verbiage to attach the legal description to the deed of trust. **The legal description must be attached to the second mortgage deed of trust for recording prior to closing.**
- **Property address** – these boxes will auto-populate. If corrections are needed, click in the box to make edit. Property address should include any unit numbers and should match the first mortgage Note and Deed of Trust.
- **Borrower's signature lines** – Borrowers names will auto-populate under the signature lines. Check for accuracy, should match the first mortgage Note and Deed of Trust. If corrections are needed, click on the box to edit.

→ **THIS PAGE IS FOR INFORMATIONAL PURPOSES ONLY, DO NOT RECORD.**

chfa form 314, second mortgage deed of trust page 1

Input where document should be returned after recording, should NOT be CHFA.

Input Lender and Loan Officer NMLS information.

Input all borrower's names, there are four boxes for four different borrowers. Line after borrower's names is for the current residing address of the main borrower on the loan.

Input the Public Trustee of the county in which the property is located

Input the Note/closing date.

After Recording Return To:

[Space Above This Line For Recording Data] _____

CHFA Form 314
7/23.v3

Loan Originator Organization Name:

Loan Originator Organization NMLSR ID#:

Individual Loan Originator Name:

Individual Loan Originator NMLSR ID#:

SUBORDINATE DEED OF TRUST

Deed of Trust Will be Recorded in Second Lien Position

DEFINITIONS

Words used in multiple sections of this document are defined below and other words are defined under the caption TRANSFER OF RIGHTS IN THE PROPERTY and in Sections 11 and 14. Certain rules regarding the usage of words used in this document are also provided in Section 12.

Parties

(A) "Borrower" is currently residing at . Borrower is the trustor under this Security Instrument.

(B) "Lender" is Colorado Housing and Finance Authority. Lender is a body corporate and political subdivision of the State of Colorado organized and existing under the laws of Colorado. Lender's address is 1981 Blake St, Denver CO 80202. Lender is the beneficiary under this Security Instrument. The term "Lender" includes any successors and assigns of Lender.

(C) "Trustee" is the Public Trustee of County, Colorado. The term "Trustee" includes any substitute/successor Trustee.

Documents

(D) "Note" means the promissory note dated and signed by each Borrower who is legally obligated for the debt under that promissory note. The Note evidences the legal

chfa form 314, second mortgage deed of trust page 1

Example of completed first page.

After Recording Return To:

Lender Company Name

Mailing Address for return of DOT

_____[Space Above This Line For Recording Data]_____

CHFA Form 314

2/23.v3

Loan Originator Organization Name: ABC Mortgage Company

Loan Originator Organization NMLSR ID#: 5465465

Individual Loan Originator Name: John Doe

Individual Loan Originator NMLSR ID#: 54654654

SUBORDINATE DEED OF TRUST

Deed of Trust Will be Recorded in Second Lien Position

DEFINITIONS

Words used in multiple sections of this document are defined below and other words are defined under the caption TRANSFER OF RIGHTS IN THE PROPERTY and in Sections 11 and 14. Certain rules regarding the usage of words used in this document are also provided in Section 12.

Parties

(A) "Borrower" is John William Doe, Susie Lynn Doe, Adam Thomas Doe, Lilly Sunshine Doe, currently residing at 1234 Current Address, Current City, Current State Current Zip Code. Borrower is the trustor under this Security Instrument.

(B) "Lender" is Colorado Housing and Finance Authority. Lender is a body corporate and political subdivision of the State of Colorado organized and existing under the laws of Colorado. Lender's address is 1981 Blake St, Denver CO 80202. Lender is the beneficiary under this Security Instrument. The term "Lender" includes any successors and assigns of Lender.

(C) "Trustee" is the Public Trustee of Arapahoe County, Colorado. The term "Trustee" includes any substitute/successor Trustee.

Documents

(D) "Note" means the promissory note dated February 6, 2023, and signed by each Borrower who is legally obligated for the debt under that promissory note. The Note evidences the legal

chfa form 314, second mortgage deed of trust page 2

obligation of each Borrower who signed the Note to pay Lender

Dollars (U.S. \$)

plus interest, if any. Each Borrower who signed the Note has promised to pay this debt in full, in accordance with the payment schedule set forth in the Note. If applicable, the debt will be paid in full no later than , .

(E) "Riders" means any and all Riders to this Security Instrument that are signed by Borrower. All such Riders are incorporated into and deemed to be a part of this Security Instrument.

(F) "Security Instrument" means this document, which is dated , , together with all Riders to this document.

- Input the alpha-numeric loan amount, must match the numeric loan amount.
- Input the numeric loan amount
- Input the maturity date, must match the first mortgage loan maturity date
- Input the date of the Deed of Trust/closing date

chfa form 314, second mortgage deed of trust page 2

obligation of each Borrower who signed the Note to pay Lender

Fifteen Thousand Five Hundred Ninety Five and no/100 Dollars (U.S. \$ 15,595.00)

plus interest, if any. Each Borrower who signed the Note has promised to pay this debt in full, in accordance with the payment schedule set forth in the Note. If applicable, the debt will be paid in full no later than March 1, 2053.

(E) “Riders” means any and all Riders to this Security Instrument that are signed by Borrower. All such Riders are incorporated into and deemed to be a part of this Security Instrument.

(F) “Security Instrument” means this document, which is dated February 6, 2023, together with all Riders to this document.

- Example of completed information

chfa form 314, second mortgage deed of trust page 3

TRANSFER OF RIGHTS IN THE PROPERTY

This Security Instrument secures to Lender (i) the repayment of the Loan, and all renewals, extensions, and modifications of the Note, and (ii) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower, in consideration of the debt and the trust herein created, irrevocably grants and conveys to Trustee, in trust, with power of sale, the following described property located in the city and county or county of _____:

[Name of Recording Jurisdiction]

Legal Description

which currently has the address of _____

[Street]

_____, Colorado _____ ("Property Address");

[City]

[Zip Code]

- Input the county in which the property is located
- Input the legal description OR the verbiage for attaching the legal description
- Input the property address, city and zip code, which must match the property address on the first mortgage documents

chfa form 314, second mortgage deed of trust page 3

TRANSFER OF RIGHTS IN THE PROPERTY

This Security Instrument secures to Lender (i) the repayment of the Loan, and all renewals, extensions, and modifications of the Note, and (ii) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower, in consideration of the debt and the trust herein created, irrevocably grants and conveys to Trustee, in trust, with power of sale, the following described property located in the city and county or county of Arapahoe:

[Name of Recording Jurisdiction]

Lot #, Block #, in the County of Arapahoe, State of Colorado

OR

See attached legal description

which currently has the address of 1234 Anywhere St Unit 10

[Street]

Anywhere town or city, Colorado 80999 ("Property Address");

[City]

[Zip Code]

- Example of completed information. Use of both types of legal descriptions is an example only.

chfa form 314, second mortgage deed of trust page 12

Witnesses:

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

- All borrowers will need to sign at closing, all names match the first mortgage documents
- Witnesses are not required for closing in Colorado

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Witnesses:

_____(Seal)
John William Doe - Borrower

_____(Seal)
Susie Lynn Doe -Borrower

_____(Seal)
Adam Thomas Doe - Borrower

_____(Seal)
Lilly Sunshine Doe -Borrower

_____ [Space Below This Line For Acknowledgment] _____

- Example of completed information

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STATE OF COLORADO)
)ss
____ County of _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 20____,
by _____ and, _____
and, _____ and, _____.

Witness my hand and official seal.

Notary Public _____

My commission expires: _____

- Borrower names will auto-populate in notary section. Notary will complete at closing

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STATE OF COLORADO)
)ss
City and County of Denver)

The foregoing instrument was acknowledged before me this 6th day of February, 2023,
by John William Doe and, Susie Lynn Doe
and, Adam Thomas Doe and, Lilly Sunshine Doe.

Witness my hand and official seal.



Notary Public

My commission expires: _____

- Example of completed information, without notary signature and stamp

contact us for information

- toll free: (888) 320-3688
- email: homeownership@chfainfo.com
- CHFA website: www.chfainfo.com



thank you!
