

AFFIDAVIT OF OCCUPANCY

Lender: Fifth Third Mortgage Company

STATE OF FLORIDA)
) SS
COUNTY OF PALM BEACH)

Loan No.: [Redacted]
Property Address: [Redacted]

Before me, the undersigned authority, personally appeared the undersigned Borrowers, (herein so called, whether one or more) who, upon being duly sworn on oath stated the following:

- 1.1 () The Property is or will be Borrowers' Primary Residence. This means at least one of the Borrowers who executes the Note and Deed of Trust or Mortgage will take title to and occupy the Property. The Property is now occupied as the Borrowers' principal residence or will be occupied as Borrowers' principal residence no later than sixty (60) days after this date or sixty (60) days after the Property shall first become ready for occupancy as a habitable dwelling, whichever is later. The Borrowers have no present intention that is contrary to this representation.
1.2 (x) The Property is or will be the Borrowers' Secondary Residence. A secondary residence is a single family property that either is currently or will be occupied by at least one of the Borrowers in addition to their primary residence. It will not be income producing.
1.3 () The Property is or will be Investment Property. The Property will not be occupied or claimed as a primary or secondary residence by any of the Borrowers, and may produce revenue. Each Borrower now owns, resides on, uses and claims another property or properties which, under the laws of the state in which such properties are located, are entitled to receive homestead exemptions for taxes and/or creditor claims.
2. If the Borrowers have indicated that the Property is their primary residence, the Borrowers represent that (i) they have no present intent to sell, lease, rent or otherwise dispose of said Property, (ii) upon occupancy of the Property they will not have any other permanent and primary residence, and (iii) the Property is not to be used for investment purposes. The Borrowers agree to furnish to Fifth Third Mortgage Company (the "Lender") upon Lender's request, evidence satisfactory to Lender of their continuing occupancy of the Property as their permanent full time residence.
3. Lender has advised the Borrowers that it has originated the Loan in reliance upon the occupancy status being as represented above, and that in consideration of Lender making the Loan, the Borrowers hereby agree to indemnify Lender and hold Lender harmless from and against any and all loss, damage, liability or expense, including costs and reasonable attorneys' fees, to which Lender may be put or which Lender may incur by reason of or in connection with the Borrowers' misrepresentation as to their occupancy of the Property. Borrowers understand that in the event they have misrepresented their occupancy of the Property, Lender may be entitled to receive from the Borrowers an amount sufficient to reduce the principal amount of the Loan to the maximum amount allowed for non-occupant owners under applicable regulations or industry guidelines.
4. Borrowers further acknowledge that they understand that it is a crime to knowingly make false statements to any federal agency of the United States on this and any other similar form. Penalties upon conviction can include a fine and imprisonment. For details, see Title U.S. Code Sections 1001, 1010 and 1014.
5. The agreements and covenants contained herein shall survive the closing of the Loan.

(Borrower) Brian Vickers
(Borrower)
(Borrower)
(Borrower)

SWORN and SUBSCRIBED TO before me on the 10th day of December, 2014.

Notary Public, State of FL
Printed Name of Notary:

My Commission Expires:

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