

Prepared by, and after recording, return to:

Indexing Instructions:

STATE OF MISSISSIPPI
COUNTY OF _____

**RECAPTURE
DEED RESTRICTION**

HOME Investment Partnerships Program

Phone: _____

STATE OF MISSISSIPPI
COUNTY OF _____

The undersigned _____ (“Owner(s)”), is/are the owner(s) of certain real property and improvements located at, in _____ (City/Town), _____ (County), Mississippi and more particularly described on **Exhibit A attached** hereto and incorporated herein for all purposes (the “Property”). For value received, the adequacy and sufficiency of which are hereby acknowledged, Owner does hereby impress the Property with the following deed restrictions.

1. For purposes of these deed restrictions, the following terms have the meaning indicated as per the Mississippi Home Corporation adopted HOME Program recapture requirements:

“Period of Affordability” means a period of time beginning on the date of this instrument ending on the date as indicated below according to activity in which HOME funds were provided.

HOME Activity	Minimum period of affordability in years
Rehabilitation	5
Reconstruction/Replacement	10

MHC means the Mississippi Home Corporation, 735 Riverside Drive, Jackson, Mississippi 39202, 601-718-4642, federalprograms@mshc.com

“HOME funds” means the amount funded by MHC for the benefit of Owner, for the purpose of rehabilitating, reconstructing, or replacing of the Property for the HOME Investment Partnerships Program allocation.

“Recapture Requirements” means that if the Property does not continue as the principal residence of the family for the duration of the required Period of Affordability, that MHC recoups all or a portion of the HOME assistance. MHC will reduce the HOME investment amount to be recaptured on a pro rata basis for the time the homeowner has owned and occupied the housing as a principal residence measured against the required affordability period. The amount of recapture is limited to the net proceeds from the sale.

"Net proceeds" means the Sales Price minus (-) outstanding loan payment (other than HOME funds) minus (-) closing costs.

2. MHC must receive prior written notification of any sale that occurs during the Period of Affordability at least two (2) business days prior to the transaction taking place in order for the correct amount of Recapture to be calculated.
3. In the event of a sale of the Property an amount equal to a pro rata share of the HOME assistance, reduced proportionately for every month of the Period of Affordability the selling Owner owned the Property, shall be repaid to MHC from any net proceeds realized upon the sale of the Property after deductions as indicated in the Net Proceeds definition.
4. The provisions of this instrument are hereby declared covenants running with the land and are fully binding on any successors, heirs, and assigns of Owner who may acquire any right, title, or interest in or to the Property, or any part thereof. Owner, its successors, heirs, and assigns hereby agree and covenant to abide by and fully perform the provisions of this instrument.
5. Owner occupant understands and agrees that this instrument shall be governed by the laws of the State of Mississippi and regulations of the U. S. Department of Housing and Urban Development.
6. Owner occupant understands that the property must be the principal residence of the family during the Period of Affordability. In the event the Property does not remain the principal residence, the Owner must repay MHC an amount equal to a pro rata share of HOME assistance, reduced proportionately for every month of the Period of Affordability the Owner has owned the Property.
7. Owner occupant understands the Period of Affordability is for a period of **X** years beginning on the date of this instrument and ending [REDACTED]. At the ending date of this instrument, this deed restriction is canceled, and all HUD requirements satisfied.

EXECUTED this [REDACTED] day of [REDACTED], 20[REDACTED].

By: _____

By: _____

STATE OF MISSISSIPPI
COUNTY OF _____

PERSONALLY appeared before me, the undersigned authority in and for the said State and County, the within named _____, who acknowledged that **he/she/they** signed and delivered the above foregoing instrument on the day and date therein above stated as for **his/her/their** own voluntary act and deed.

Given under my hand and Official Seal, this the _____ day of _____, 20____.

(SEAL)

Notary Public

My commission expires: _____

EXHIBIT A

Description of Property

Filing instructions to Clerk: