**NOTICE OF NONASSIGNMENT**

THIS NOTICE, is made and entered into on this **DATE** of **MONTH, YEAR**, by **HABITAT AFFILIATE NAME**, an Arkansas nonprofit corporation (“**Habitat**”), for the benefit of Arkansas Development Finance Authority, a body politic and corporate of the State of Arkansas, ( “**ADFA**”):

WITNESSETH

WHEREAS, Habitat is the holder of a certain Mortgage in the amount of **MORTGAGE AMOUNT** executed by **BUYER’s NAME/S** (the “Buyer”) on **DATE OF MORTGAGE** which will be recorded in the records of **NAME OF COUNTY** securing the following real property (the “Property”):

**{Insert legal description}**

WHEREAS, ADFA originally provided funding to Habitat from the federal HOME Investment Partnerships Program (“HOME”), which was used, inter alia, by Habitat to acquire and develop the Property and to provide the purchase money financing to the Buyer of the Property;

WHEREAS, ADFA retains responsibility to the United States Department of Housing and Urban Development (“HUD”) for the underlying HOME funds used to develop the Property and finance the Buyer’s purchase of same, including ensuring the receipts are properly accounted for and reused according to the HOME regulations at 24 CFR 92 and that the Buyer is subject to an “affordability period” specified by the HOME regulations;

WHEREAS, Habitat has entered into a certain Agreement to Pay Over Proceeds of Mortgage and Note (the “Agreement”) with ADFA under which Habitat will remit all payments of principal and interest received under said Mortgage to ADFA;

NOW THEREFORE, to further ensure compliance with said Agreement, Habitat agrees, certifies, and warrants to ADFA and provides NOTICE TO ALL PERSONS BY THESE PRESENTS that:

1. No assignment, transfer, or other conveyance of the Mortgage held by Habitat and described herein shall be valid without the express written consent of ADFA. The approval of any such assignment, transfer, or other conveyance shall be in the sole and exclusive discretion of ADFA;
2. Notwithstanding, said Mortgage may, at any time during its term and upon demand of ADFA, be assigned by Habitat, or any of its successors or assigns expressly approved by ADFA, to ADFA; and
3. Following the discharge of said Mortgage as the result of the full and final payment of the debt secured thereby, subject to the terms of the Note, this instrument shall expire.

IN WITNESS WHEREOF, Habitat has caused this instrument to be executed by its duly authorized representative on the date first written above.

 **HABITAT AFFILIATE NAME**

 By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

STATE OF ARKANSAS

COUNTY OF COUNTY

BEFORE ME, the undersigned Notary Public, on this day personally appeared **NAME**, **TITLE** of **HABITAT AFFILIATE NAME** known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that s/he executed the same of the purposes and consideration expressed therein.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the \_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_, 20\_\_.

 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 NOTARY PUBLIC, State of Arkansas

My Commission Expires: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_