

AFFIDAVIT OF OCCUPANCY

STATE OF CALIFORNIA }  
COUNTY OF Placer } SS.  
123 TBD  
Roseville, CA 95661

Before me, the undersigned authority duly authorized to take acknowledgments and administer oaths personally appeared: Penny Public

("Affiants") who, upon being duly sworn, depose and say as follows:

1. Affiants hereby certify that, upon taking title to the real property described above, their occupancy status will be as follows:
- [ x ]

1.1 Primary Residence: At least one borrower will occupy, establish, and use the Property identified above as my/our principal residence within 60 days after the execution of the Security Instrument and shall continue to occupy the Property as my/our principal residence for at least one year after the date of occupancy, unless Lender otherwise agrees in writing.
- [ ]

1.2 Second Home: At least one borrower will occupy the property as a second home (vacation, etc) while maintaining a principal residence elsewhere.
- [ ]

1.3 Investment Property: Not owner occupied. Purchased as an investment to be held or rented.
- [ ]

1.4 REFINANCES ONLY  
I/We the undersigned certify that the property referenced above is NOT currently listed for sale or under contract to be listed for sale.

I/We the undersigned acquired the property on

2. Affiants acknowledge that this Affidavit of Occupancy is given as a material inducement to cause: FBC Mortgage, LLC  
  
to make a mortgage loan to Affiants and that any false statements, misrepresentations or material omissions shall constitute a breach of the Affiant's obligation to: FBC Mortgage, LLC  
  
and that all the provisions of the mortgage indenture concerning default on the Promissory Note will thereupon be in full force and effect.
3. Affiants further acknowledge that they have read and understand the following:  
18 United States Code Section 1014:  
"Whoever knowingly makes any false statement or report,...for the purpose of influencing in any way the action of...any institution the accounts of which are insured by the Federal Deposit Insurance Corporation, any Federal home loan bank, the Federal Housing Finance Board, the Federal Deposit Insurance Corporation, the Farm Credit System Insurance Corporation, or the National Credit Union Administration Board,...upon any application,...or loan,...shall be fined not more than \$1,000,000 or imprisoned not more than 30 years or both."
4. The agreements and covenants contained herein shall survive the closing of the mortgage loan transaction.

PENNY PUBLIC

DATE



A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of FLORIDA  
County of SEMINOLE

On FEBRUARY 3, 2020, before me, \_\_\_\_\_ (here insert name and title of the officer), personally appeared PENNY PUBLIC, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature \_\_\_\_\_

\_\_\_\_\_(NOTARY)

(SEAL)

