



**NOTE  
HOMEOWNERS ASSOCIATION LOAN PROGRAM**

\_\_\_\_\_, Alaska  
\_\_\_\_\_

For value received, promises to pay to the order of Alaska Housing Finance Corporation the sum of \$\_\_\_\_\_ dollars with interest at the rate of \_\_\_\_\_ percent per annum on the unpaid principal balance, to be paid in monthly installments of \$\_\_\_\_\_ dollars or more, beginning on the first day of \_\_\_\_\_, \_\_\_\_\_, and on the first day of each succeeding month until paid in full, except that the full balance due, if any, shall be payable on \_\_\_\_\_. All payments shall be made at \_\_\_\_\_ unless the maker hereof is otherwise notified in writing at its principal office at \_\_\_\_\_.

1. Late Charges: The holder of this note shall be entitled to a late charge of \_\_\_\_\_ percent of the monthly installment if the installment is not paid in full by the \_\_\_\_\_ day of the month in which it became due.

2. Attorney Fees: In addition to the principal sum stated above, plus interest thereon, and any late charges, the maker hereof agrees to pay the reasonable costs and attorney fees incurred by the holder of this note in collecting on the note or in taking any reasonable action to protect the holder's rights hereunder.

3. Application of Installments: The payments made on this note shall be applied first to the payment of sums expended under paragraph 2 above, then to accrued late charges, then to accrued interest, then to principal.

4. Acceleration: The holder of this note shall have the option, upon any default in payment, on any failure by the maker hereof to observe any term or do any act required by this note or any other document executed in connection with this note, to declare all sums due under this note to be immediately due and payable.

5. Waiver of Notice, etc.: The maker hereof waives presentation of payment, notice of nonpayment, protest, and notice of protest.

6. No Waiver of Remedies: Acceptance by the holder of this note of any late payment, or failure by the holder to take any action permitted by the terms of this note or any other document executed in connection with this note, shall not constitute a waiver of the holder's rights to accelerate this note or take such action on account of any later default. At no time shall the holder be deemed to have waived any of its rights or remedies under this note, other documents executed in connection with this note, or any other right or remedy allowed by law, unless specifically waived in writing.

7. Holder: The term "Holder" as used herein shall mean the original holder of this note and any successor-in-interest to the original holder, whether by assignment, negotiation, or otherwise, and any such successor-in-interest shall succeed to all of the rights and remedies of the original holder of this note.

8. Waiver of Defenses by Maker: The maker hereby waives as against any successor-in-interest to the original holder of this note, all defenses which the maker could have asserted against the original holder. It is expressly agreed that any such successor in interest shall have the rights and immunities of a holder in due course under the Uniform Commercial Code, whether or not this note is taken by negotiation or with notice of any defenses against the original holder.

9. Security: this note is secured by one or more of the following: assignment of the maker's lien rights under AS 34.08.470(b); assignment of the maker's right to collect dues and assessments from its members; assignment of the maker's rights to any judgment or settlement recovered or that may be recovered against the builder, developer, or architect of the common interest community project; and assignment of the maker's accounts. Any holder of this note is entitled to the benefit of the security described in those assignments.

10. Interest on Default: Should this note go into default, any judgment obtained hereon shall bear interest at the higher of the rate set forth in this note or the rate of interest on judgments in the State of Alaska as set out in AS 9.30.070. This interest shall accrue from the date of default.

\_\_\_\_\_  
Association Name

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

Its: \_\_\_\_\_

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

Its: \_\_\_\_\_

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

Its: \_\_\_\_\_