

AGREEMENT TO SUBMIT TO UNITED STATES JURISDICTION

This AGREEMENT TO SUBMIT TO UNITED STATES JURISDICTION (this "**Agreement**"), made as of **Date** _____ by **Borrower** _____, **an individual ("Borrower")**, having an address at _____

Borrowers address _____ for the benefit of _____, **a** _____, **having an address at** _____, **and its successors and assigns** (collectively, "**Lender**").

RECITALS:

A. Borrower has applied to Lender for a loan (the "**Mortgage Loan**") in the original principal amount of \$ _____, as evidenced by a note (the "**Note**") and secured by a deed of trust, mortgage or deed to secure debt (the "**Security Instrument**") on the property located at _____ (the "**Mortgaged Property**").

B. In consideration of the Mortgage Loan, and as a material condition thereof, Borrower has agreed to submit to the jurisdiction of the state and federal courts of the jurisdiction where the Mortgaged Property is located.

NOW, THEREFORE, Borrower hereby agrees as follows:

AGREEMENTS:

1. To the extent, if any, to which Borrower may be deemed to have or hereafter to acquire immunity, on the ground of sovereignty or otherwise, from any judicial process or proceeding to enforce the Note or Security Instrument or to collect amounts due under the Note or Security Instrument (including attachment proceedings prior to judgment or in aid of execution) in any jurisdiction, Borrower hereby waives such immunity and agrees not to claim the same. Any suit, action or proceeding arising out of or relating to this Agreement, the Note, Security Instrument, or the Mortgage Loan shall exclusively be instituted in any state or federal court sitting in _____ County, State of _____, United States of America, and Borrower irrevocably submits to the jurisdiction of any such court in any such suit, action or proceeding and waives, to the fullest extent permitted by law, any objection that Borrower may now or hereafter have to:

(a) the personal jurisdiction of such court in any such suit, action or proceeding;

(b) the laying of venue of any such suit, action or proceeding brought in such court;
and

(c) any claim that any such suit, action or proceeding was brought in an inconvenient forum.

2. Borrower hereby irrevocably designates, appoints and empowers _____ having an office at _____, as authorized agent to receive, for and on behalf of Borrower and Borrower's properties with respect to the Mortgage Loan, service of process in any suit, action or proceeding instituted under Paragraph 1 of this Agreement. Borrower further irrevocably consents to the service of process in any suit, action or proceeding described in Paragraph 1 of this Agreement by the mailing of copies thereof by certified mail, postage prepaid, to its designated agent at the address set forth above or to Borrower at Borrower's address of _____, or in any other manner permitted by law, such service to become effective upon the earlier of (a) the date fifteen (15) days after such mailing, or (b) any earlier date permitted by applicable law, whether or not the agent gives notice

to Borrower of such service of process. Borrower agrees that it will at all times continuously maintain an agent to receive service of process in _____ on behalf of Borrower and Borrower's properties with respect to the Mortgage Loan; and in the event that, for any reason, the agent named above or such agent's successors shall no longer serve as agent of Borrower to receive service of process on his behalf, Borrower shall promptly appoint a successor agent to so serve and advise Lender in writing thereof.

[Remainder of Page Intentionally Blank]

IN WITNESS WHEREOF, Borrower has signed and delivered this Agreement under seal (where applicable) or has caused this Agreement to be signed and delivered under seal (where applicable) by its duly authorized representative. Where applicable law so provides, Borrower intends that this Agreement shall be deemed to be signed and delivered as a sealed instrument.

BORROWER:

ACKNOWLEDGMENT

State of _____)
County of _____)

On _____, before me, _____
_____, Notary Public, personally appeared _____
_____, 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 _____ that the
foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____

(Seal)

Agreement to Submit to United States Jurisdiction
Loan No. _____