Lender Loan Number:

Property Name:

[NOTE TO PREPARER: DRAFTING INSTRUCTIONS ARE HIGHLIGHTED, BOLDED AND BRACKETED - REMOVE ALL INSTRUCTIONS AND INAPPLICABLE CHOICES UPON COMPLETION. WHEN YOU ARE DONE THERE SHOULD BE NO HIGHLIGHTING REMAINING.]

**REAFFIRMATION AGREEMENT – GUARANTOR**

**(ESTATE/TRUST OF DECEASED GUARANTOR)**

**(Revised 4-22-2025)**

THIS REAFFIRMATION AGREEMENT – GUARANTOR (“**Reaffirmation Agreement**”) is made effective as of the \_\_\_\_\_\_ day of\_\_\_\_\_\_\_\_\_\_\_, 20\_\_\_, by \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_[as Trustee/Personal Representative/Administrator of the Trust/Estate (“**Guarantor’s Estate**”) of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_(“**Deceased Guarantor**” and together with Guarantor’s Estate, “**Guarantor**”)],for the benefit of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (“**Lender**”).

**RECITALS**

A. Pursuant to the terms of a Multifamily Loan and Security Agreement dated \_\_\_\_\_\_\_\_\_, \_\_\_ (“**Loan Agreement**”), \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (“**Borrower**”)obtained a loan from \_\_\_\_\_\_\_\_\_\_\_\_\_ (“**Original Lender**”) in the original principal amount of $\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (“**Loan**”). The Loan is evidenced by a Multifamily Note in favor of Original Lender dated \_\_\_\_\_\_\_\_\_\_ (“**Note**”). The Note is secured by a Multifamily Mortgage, Deed of Trust, or Deed to Secure Debt dated the same date as the Note (“**Security Instrument**”), encumbering the Mortgaged Property. Original Lender sold the Note, assigned its rights in the Loan Agreement and the Security Instrument, and transferred the Loan to Lender, and Lender is now the holder of the Note and the owner of the Loan. The term “**Loan Documents**” will have the meaning given to it in the Loan Agreement.

B. Guarantor guaranteed payment of certain amounts and performance of certain obligations by Borrower under the terms of the Loan Documents by executing a [Guaranty] dated as of \_\_\_\_\_\_\_\_\_\_\_\_\_\_ (“**Guaranty**”).

C. Deceased Guarantor, a natural person, passed away on \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, which constitutes an Event of Default under the Loan Agreement, unless Borrower satisfies certain conditions including execution and delivery of this Reaffirmation Agreement.

NOW, THEREFORE, in consideration of the mutual covenants contained in this Reaffirmation Agreement and the Loan Documents and other good and valuable consideration, the receipt and sufficiency of which are acknowledged by all parties, Guarantor and Lender agree as follows:

**1. Defined Terms.** Capitalized terms used but not defined in this Reaffirmation Agreement will have the meanings assigned to them in the Guaranty.

**2. Ratification of Guaranty.** By signing this Agreement, Guarantor reaffirms and ratifies the Guaranty and acknowledges that the Guaranty remains in full force and effect.

**3. Miscellaneous**.

(a) This Reaffirmation Agreement will be binding upon and will inure to the benefit of the parties to this Reaffirmation Agreement and their respective heirs, successors and permitted assigns.

(b) No provision of this Reaffirmation Agreement that is held to be inoperative, unenforceable or invalid will affect the remaining provisions, and to this end all provisions of this Reaffirmation Agreement are declared to be severable.

(c) Time is of the essence of this Reaffirmation Agreement.

(d) This Reaffirmation Agreement may not be changed orally, but only by an agreement in writing, signed by the party against whom enforcement of any waiver, change, modification or discharge is sought.

(e) This Reaffirmation Agreement will be construed in accordance with the laws of the Property Jurisdiction.

(f) This Reaffirmation Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together will constitute a single document.

**(Remainder of page intentionally left blank; signature page follows.)**

IN WITNESS WHEREOF, Guarantor and Lender have executed this Reaffirmation Agreement as of the date written above.

**GUARANTOR:**

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, a \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

By:

Name:

Title:

**LENDER:**

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, a \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

By:

Name:

Title: