

MISSOURI DEPARTMENT OF TRANSPORTATION
 RIGHT OF WAY DIVISION
**ADVANCE REPLACEMENT HOUSING AND
 INCREASED INTEREST PAYMENT AGREEMENT**

JOB NUMBER

COUNTY	ROUTE	PARCEL	FEDERAL NUMBER
--------	-------	--------	----------------

This Agreement made and entered into by and between the Missouri Highway and Transportation Commission, hereinafter called "Commission," and _____, hereinafter called "Displacees."

Whereas Displacees herein request temporary waiver of the following specific eligibility requirements for a replacement housing and increased interest payment - to wit the requirements that (1) they actually occupy a decent, safe and sanitary replacement dwelling prior to receipt of their replacement housing payment, and (2) they encumber their replacement dwelling with a bona fide mortgage.

Now, Therefore, it is Agreed as Follows:

1. Commission will pay Displacee's replacement housing payment in the amount of \$ _____ to _____ in advance of their actual occupancy of a replacement dwelling with the specific understanding and agreement that Displacees will move in and occupy the dwelling located at _____ as their permanent and legal place of abode no later than _____ days after receipt of the subject advance replacement housing payment.
2. Displacees unconditionally promise and agree that in the event they fail to occupy the above designated replacement dwelling as their permanent and legal place of abode by the specified date, they will return the full amount of the previously designated advance replacement housing payment to Commission within 48 hours after the above specified occupancy deadline date.
3. It is mutually agreed that in the event Displacees pay less than \$ _____ for their replacement property this Agreement will be null and void and the advance replacement housing payment will not be made.
4. Commission will also pay Displacees' increased interest payment in the amount of \$ _____ to _____ in advance of the above designated replacement dwelling being encumbered by a bona fide mortgage with the specific understanding and agreement that Displacees will encumber the above designated replacement dwelling with a bona fide mortgage and record evidence of same in the Office of the County Recorder of Deeds within _____ days after receipt of the subject advance increased interest payment.
5. Displacees unconditionally promise and agree in the event they fail to encumber the above designated replacement dwelling with a bona fide mortgage reflecting a principal indebtedness of a least \$ _____ with an applicable interest rate of at least _____ %, or with a term less than _____ months, or fail to file evidence of same for recording, within the above specified time limit they will return the full amount of the previously designated increased interest payment to Commission within 48 hours after the above specified mortgage deadline date.
6. The undersigned displacees certify to being citizens of the U.S. or to being aliens that are lawfully present in the U.S.

MISSOURI HIGHWAY AND TRANSPORTATION COMMISSION		BY DISTRICT ENGINEER	DATE
DISPLACEE	DATE	DISPLACEE	DATE
DISPLACEE	DATE	DISPLACEE	DATE