Fannie Mae®

Servicing Guide

Fannie Mae Single Family

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Preface

The *Servicing Guide* is organized into six parts. There are five parts (A-E), which are structured consistent with the mortgage loan life cycle and the servicers' relationship with Fannie Mae. Part F, *Servicing Guide* Procedures, Exhibits and Quick Reference Materials, includes a variety of individual supporting materials, including a glossary of terms and a list of contacts. Parts may be structured by subpart, chapter, section, and topic; however, policies and requirements appear at the topic level only. The following table outlines a high-level overview of the *Servicing Guide.*

Part and Title	Topics Include, but are not limited to,
A, Doing Business with Fannie Mae	• Servicer Duties and Responsibilities • Breach of Contract and Nonperformance • Setting Up Operations (Staffing, Procedures, Custodial Account Requirements)
B, Escrow, Taxes, Assessments, and Insurance	• Escrow Administration • Property Taxes and Assessments • Insurance (Property, Flood, MI, and Lender-Placed)
C, Mortgage Payment Processing, Remitting, Accounting and Reporting	• Payment Processing • ARM Loan Servicing • Payment Remitting and Accounting • Reporting
D, Providing Solutions to Borrowers	• Release of Security • Transfers of Ownership • Notice of Liens, Legal Action, and Property Forfeitures and Seizures • Assisting Borrowers Facing Default or In Default • Fannie Mae Home Retention and Liquidation Workout Options
E, Default-Related Legal Services, Bankruptcy, Foreclosure, and Acquired Properties	• Referring Default-Related Legal Matters to a Law Firm • Bankruptcy Proceedings • Foreclosure Proceedings • Managing Acquired Properties

Use of the Numbering System

A numbering system is used in the *Servicing Guide* to identify the level of content as shown in the following

table.

Each...	Has a corresponding...	Example
Part	letter	D
Subpart	one-digit number beginning with 1	D2
Chapter	one-digit number beginning with 1	D2–3
Section	one-digit number beginning with 1	D2–3.1
Topic	two-digit number beginning with 01	D2–3.1–01

The example column shows how the numbering system can be used to map the location of specific content within the *Servicing Guide* to Part D, Subpart 2, Chapter 3, Section 1, Topic 01.

The part and subpart are combined as D2, the chapter and sections are combined as 3.1, and the topic is added as —01. Not all parts have subparts and not all chapters have sections. As topics are added, updated, and deleted with each publication of the *Servicing Guide*, the chapter, section and topic identifiers may change as necessary.

Trademark Acknowledgements

Fannie Mae's trademarks referenced in this *Servicing Guide* are detailed on our website and may be used without the corresponding symbol. All other trademarks are the property of their respective owners.

Effective Dates for the Servicing Guide

Each topic within the *Servicing Guide* is followed by a date shown in parentheses. Beginning with the publication of the 2014 *Servicing Guide*, this date represents the date of the most recent *Servicing Guide* announcement that amended content within an individual topic. The servicer must refer to the individual Servicing announcement to determine the policy effective date. Links to announcements in the past five years that amended the policies in that topic can be found in the Recent Related Announcements table at the end of the topic, as applicable.

Topic updates with older related announcements can be found in prior PDF versions of the *Servicing Guide* in the Fannie Mae Selling and Servicing Policy Archives.

Amendments to the Servicing Guide

Fannie Mae may at any time alter or waive any of the requirements, impose other additional requirements, or rescind or amend any and all material set forth in the *Servicing Guide*. The servicer must make sure that its staff is thoroughly familiar with the content and requirements of the *Servicing Guide* as they now exist and as they may be changed from time to time.

Notification of Changes and Updates

Fannie Mae notifies servicers of changes and updates to servicing policies and procedures through *Servicing Guide* announcements, lender letters, and notices as described below:

- *Servicing Guide* announcements describe changes to policies and requirements within the *Servicing Guide* content. *Servicing Guide* announcements are numbered in chronological order as: SVC–202X–XX.
- Lender letters communicate
    - - new or modified policies and requirements that may be temporary in nature,
    - - reminders of existing policies, and
    - - advance notice of policy changes with future effective dates to be included in future *Servicing Guide* updates. Lender Letters are numbered in chronological order as: LL–202X–XX.
- Servicing Notices provide notification of information not impacting the *Servicing Guide* content, such as updates to an Exhibit on Fannie Mae's website. Notices are identified by the date published (and are not numbered).

Fannie Mae does not mail printed copies of Guide updates, announcements, lender letters, or notices. Fannie Mae notifies servicers of changes and updates to its *Servicing Guide* policies and procedures in two ways:

- posting the documents on Fannie Mae's website and the AllRegs® subscription website, and
- email notification to servicers that subscribe to Fannie Mae's email subscription service and select the option "Servicing News."

For a list of *Servicing Guide* policy changes and updates, see In Case You Missed It.

- 2021 In Case You Missed It
- 2020 In Case You Missed It

Exhibits, Forms, and Content Incorporated by Reference

Information about specific forms the servicer must use to fulfill the policies and requirements contained in the *Servicing Guide* is provided within the Guide. Servicers can access the actual forms in two ways:

- on Fannie Mae's website via the Guide Forms and Legal Documents pages, which provide a complete list of all forms and legal documents, or
- on the AllRegs subscription website for users with a full subscription to AllRegs.

Some exhibits that relate to Fannie Mae policies and requirements are only referenced in the *Servicing Guide* and are posted in their entirety on Fannie Mae's website. All materials referenced by hyperlink, such as forms, exhibits and reference materials that are posted to Fannie Mae's website are incorporated by reference into the *Servicing Guide* and are fully enforceable.

In addition, from time to time, Fannie Mae issues product-specific guides or directives, which are incorporated into the *Servicing Guide* by reference. All forms, exhibits, and product-specific information — whether it currently exists or is subsequently created — referenced in the *Servicing Guide* now or later are legally a part of the *Servicing Guide* and Fannie Mae's contract with its servicers.

Guide Maintenance

Periodically non-policy related maintenance is needed to ensure the integrity of the *Servicing Guide*. Examples of maintenance include, updating or removing links to content that has been moved or deleted, modifying terminology to align with corporate branding, and incorporating new features to help improve the ease of navigating the Guide.

Technical Issues

In the event of technical difficulties or system failures with Fannie Mae's website or with delivery of the "Selling +Servicing News" option of Fannie Mae's email subscription service, users may use the "Contact Us" link of the website to ask a question or obtain more information.

When Questions Arise

The *Servicing Guide* explains how to become an approved Fannie Mae servicer and the policies and requirements required to perform normal and routine servicing matter. If a servicer feels that a situation is not covered by the *Servicing Guide*, or a procedure may not apply due to extenuating circumstances, the servicer's principal contact should be its lead Fannie Mae Servicing Representative (see F-4-02, List of Contacts) unless specifically instructed otherwise in the *Servicing Guide*.

For a list of other Fannie Mae contact information, refer to Quick Reference Materials in the *Servicing Guide*. Servicers can also visit Ask Poli® to get answers to servicing policy questions.

Part A, Doing Business with Fannie Mae

Introduction

This part describes the processes and procedures required when doing business with Fannie Mae.

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Subpart A1, Contractual Obligations

Introduction

This subpart describes contractual obligations in doing business with Fannie Mae.

Chapter A1-1, Understanding the Lender Contract

Introduction

This chapter contains information on understanding the lender contract.

A1-1-01, Application and Approval of Seller/Servicer (11/13/2019)

Introduction
Sellers/servicers must be approved to do business with Fannie Mae. Fannie Mae determines a seller/servicer's qualifications by reviewing the seller/servicer's financial condition, organization, staffing, selling and servicing experience, and other relevant factors.

- General Information

General Information

See Fannie Mae's website for more information on the application process for approval to do business with Fannie Mae, including:

- required documentation,
- minimum business requirements,
- application review fee, and
- any special approvals needed to sell or servicer mortgages with unique requirements.

Recent Related Announcements

The table below provides references to recently issued Announcements that are related to this topic.

Announcements	Issue Date
Announcement SVC-2019-07	November 13, 2019

A1-1-02, Representation and Warranty Requirements (08/16/2017)

Introduction
This topic contains the following:

- Representation and Warranty Requirements for All Fannie Mae Mortgage Loans
- Representation and Warranty Requirements for Mortgage Loans with Mortgage Insurance
- Indemnification for Losses

Representation and Warranty Requirements for All Fannie Mae Mortgage Loans

In order to sell mortgage loans to Fannie Mae or deliver pools of mortgage loans to Fannie Mae for MBS, the seller makes certain representations and warranties concerning the seller itself as well as the mortgage loans it is selling or delivering. The MSSC contains specific representations and warranties as does the *Selling Guide*. See *Selling Guide* A2-1-01, Contractual Obligations for Seller/Servicers for additional information on the MSSC and general contract terms. Additional representations and warranties are contained in the *Servicing Guide* and elsewhere in the Lender Contract. Violation of any representation or warranty is a breach of the Lender Contract, including the warranty that the mortgage loan complies with all applicable requirements of the Lender Contract, which provides Fannie Mae with certain rights and remedies.

All selling representations and warranties are made to Fannie Mae as of the date a seller/servicer transfers mortgage loans to Fannie Mae and continue and survive

- the sale of mortgage loans to Fannie Mae or delivery of pools of mortgage loans for Fannie Mae MBS,
- any subsequent resale of the mortgage loans by Fannie Mae, and
- termination of the MSSC and any agreement that is part of the Lender Contract unless Fannie Mae expressly releases the seller/servicer from them in writing.

The seller/servicer makes each representation and warranty set forth in the Lender Contract separately and independently from every other warranty it makes for a specific mortgage loan.

Representations and warranties are not limited to matters of which the seller/servicer had knowledge, except for the warranties numbered 10, 11, and 17 of Section IV, A: Specific Warranties, of the MSSC, which are violated only if the seller/servicer had knowledge of the untruth or, acting as a prudent seller/servicer, should have known about it through the exercise of due diligence. Although warranty number 17 is limited to matters of which the seller/servicer has knowledge or, as a prudent seller/servicer, should have discovered, this limitation does not in any way limit the seller/servicer’s warranty number 1 that the mortgage loan meets all applicable requirements in the Lender Contract, nor does it affect any other warranty. The seller/servicer is

deemed to know matters that are of public record.

Because the selling warranties are not limited to matters within a seller/servicer's knowledge, except as noted above, the action or inaction (including misrepresentation or fraud) of the borrower, or a third party, as well as the action or inaction (including misrepresentation or fraud) of the seller/servicer will constitute the seller/servicer's breach of a selling warranty.

The servicer that acquires the servicing of a mortgage loan (either concurrently with or subsequent to Fannie Mae's purchase of the mortgage loan) assumes and is responsible for the same selling warranties that the party responsible for the selling representations and warranties made when the mortgage loan was sold to Fannie Mae. When the servicer transfers its contractual right to service some or all of its servicing responsibilities to another Fannie Mae-approved servicer, any variance or waiver granted to a transferor servicer does not automatically transfer to the transferee servicer. In addition, the transferor servicer and transferee servicer must ensure that all existing special servicing obligations associated with the transferred mortgage loan are disclosed.

By submitting any mortgage loan or participation interest to Fannie Mae under any execution, including MBS, or a portfolio mortgage loan, the seller/servicer represents and warrants that

- there is no agreement with any other party providing for servicing the mortgage loans that continues after such date unless there is full compliance with all the Fannie Mae Guide requirements for subservicing, or
- any prior servicing agreement is made expressly subordinate to Fannie Mae's rights as owner of the mortgage loans.

The party that was servicing for the seller/servicer prior to such date may become the servicer for Fannie Mae, if there is full compliance with all the *Servicing Guide* requirements that provide for assignment of servicing from the seller/servicer concurrent with conveyance of the mortgage loan to Fannie Mae. For additional information, see A2-7-01, Concurrent Servicing Transfers.

Representation and Warranty Requirements for Mortgage Loans with Mortgage Insurance

The seller represents and warrants that each mortgage loan it sells and delivers is insurable and that no fraud or material misrepresentation has been committed

- by any employee, any agent of the responsible party, or any third party including, without limitation, the borrower;
- by act or omission, in connection with the origination of the mortgage loan or servicing prior to the sale; and
- regardless of the level or type of documentation, verification, or corroboration of information that may be required by the *Selling Guide* or any other contract.

A mortgage loan is insurable if a mortgage insurer would not decline to insure it by reason of any fraud, misrepresentation, negligence, or dishonest, criminal, or knowingly wrongful act in origination or servicing, and would not be entitled to deny a claim by reason of any of the foregoing.

See Chapter B-8, Mortgage Insurance for additional information.

Indemnification for Losses

For information regarding Fannie Mae's Indemnification requirements and process, see *Selling Guide* A2-1-03, Indemnification for Losses.

Recent Related Announcements

There are no recently issued Announcements related to this topic.

A1-1-03, Evaluating a Servicer’s Performance (11/25/2015)

Introduction
This topic contains the following:

- Performance Management Framework Overview
- Servicing Performance Categories
- Evaluating Performance
- Implementing Performance Improvement Plans

Performance Management Framework Overview

In order to determine the servicer’s compliance with its servicing duties under the Lender Contract, Fannie Mae measures the servicer’s performance utilizing various performance metrics, which may include servicer reviews and the STAR™ Program for those servicers (also refers to a subservicer if there is a subservicing arrangement) which Fannie Mae has identified for inclusion in the Program.

Servicers selected to participate in the STAR Program will receive written notification from Fannie Mae prior to being added into the program.

The STAR Program is one of Fannie Mae’s performance management frameworks designed to determine the servicer’s overall performance based on operational assessments and scorecards. The STAR Reference Guide serves as implementation guidance for servicers. The STAR Reference Guide is located on Fannie Mae’s website on the STAR Program page and is incorporated herein by reference. Fannie Mae may change the STAR Reference Guide from time to time.

Servicing Performance Categories

Operational assessments and servicer reviews measure the servicer’s performance based on key criteria in certain servicer performance categories, which may include, but are not limited to the following:

- customer service;
- escrow administration;
- property, flood, and MI;
- collections;
- loss mitigation;
- investor relations/reporting;
- mortgage loan payment processing;
- bankruptcy, foreclosure, and REO management;
- data integrity;
- delinquency and annual financial and management reporting;
- document custody and record retention;
- remitting; and
- accounting and reporting.

Fannie Mae reserves the right, from time to time, to

- amend the performance criteria,
- modify how the results are determined, and
- revise the content of the performance metrics.

Fannie Mae may also communicate individual performance targets which may not be included in the STAR Program operational assessments and scorecards. Fannie Mae must regularly monitor each servicer's performance.

Evaluating Performance

Fannie Mae considers many factors when it evaluates whether the servicer's overall performance is acceptable, including, without limitation, the following:

- trends in performance,
- adequacy of staffing,
- compliance reviews and audits,
- STAR Program results,
- mortgage loan file reviews,
- timeliness of its payment obligations, and
- overall compliance with the requirements of the Lender Contract.

Unacceptable performance, including unacceptable STAR Program results, may result in a performance improvement plan. Fannie Mae reserves the right to terminate the servicer's Lender Contract in whole or in part,

including its selling and/or servicing arrangement at any time with or without cause, in accordance with the Lender Contract.

Implementing Performance Improvement Plans

Fannie Mae expects all servicers to service all mortgage loans in full compliance with the Lender Contract. The servicer's performance may be measured by Fannie Mae through any number of servicing quality and compliance reviews, including the STAR Program, servicer reviews, as well as, timely payment of its obligations, compliance with the *Servicing Guide, and other key performance metrics.*

Servicers with unacceptable performance may be subject to a performance improvement plan issued by Fannie Mae.

Performance improvement plans may require the servicer to take actions and/or meet targets within defined time frames in order to remedy servicing deficiencies, which may include one or more of the following areas:

- customer service;
- escrow administration;
- property, flood, and MI;
- collections;
- loss mitigation;
- investor relations/reporting;
- mortgage payment processing, remitting, accounting and reporting;
- bankruptcy, foreclosure and REO management;
- data integrity;
- delinquency and annual financial and management reporting; and
- document custody and record retention.

The failure of the servicer to meet the terms of its performance improvement plan, including any timeline requirements for the performance improvement, constitutes a breach of the Lender Contract and may result in Fannie Mae terminating the servicer's selling and/or servicing approvals in whole or in part or taking other appropriate actions under its Lender Contract.

Recent Related Announcements

There are no recently issued Announcements related to this topic.

Chapter A1-2, Termination of the Lender Contract without Cause

Introduction

This chapter contains information on the termination of the Lender Contract without cause.

A1-2-01, Servicer's Termination of the Lender Contract (11/12/2014)

The servicer or Fannie Mae may terminate the servicing arrangement without cause. By giving Fannie Mae advance written notice, the servicer may terminate its contractual rights to the servicing of all Fannie Mae mortgage loans and MBS pools or participation interests in mortgage loans for all of the mortgage loans and MBS pools it is servicing without providing for a transferee servicer to assume the servicing obligations, responsibilities, and liabilities. However, when the servicer elects to terminate its contractual rights to the servicing of mortgage loans or participation interest in mortgage loans, the servicer is responsible for all reasonable and customary costs and expenses related to the transfer of servicing in connection with a termination.

The servicer's termination of its servicing arrangement does not release it from any of its responsibilities or liabilities related to specific mortgage loans and MBS pools that Fannie Mae purchased or securitized (or contracted to purchase or securitize) before the termination, unless Fannie Mae expressly agrees in writing to release the servicer from those responsibilities or liabilities.

The termination will become effective on the last business day of the third month following the month in which the notice is given. Absent Fannie Mae's written agreement, the servicer may not terminate its servicing rights for less than all of the mortgage loans or participation interests in mortgage loans that it is servicing for Fannie Mae.

Recent Related Announcements

There are no recently issued Announcements related to this topic.

A1-2-02, Fannie Mae's Termination of the Lender Contract without Cause (11/12/2014)

Introduction
This topic contains the following:

- Overview
- Servicer Options When the Termination without Cause Is Not Connected to the Sale of the Mortgage Loan
- When the Termination without Cause Is Connected to the Sale of the Mortgage Loan
- Transfer of Servicing Due to Delinquency Status

Overview

Fannie Mae may terminate the servicer's contractual right to service without cause, in accordance with the MSSC.

Also, see A1-4.1-02, Fannie Mae's Remedies for information on Fannie Mae's right to terminate with cause.

Fannie Mae will give the servicer a termination notice. Any responsibilities or liabilities related to specific portfolio or MBS mortgage loans that the servicer had before the termination will continue to exist after the termination unless Fannie Mae expressly agrees in writing to release the servicer from those responsibilities and liabilities.

When Fannie Mae terminates the Lender Contract, the servicer must comply with instructions provided by Fannie Mae regarding requirements reasonably necessary to effectuate the transfer of servicing in connection with a termination.

The servicer is responsible for all reasonable and customary costs and expenses related to the transfer of servicing in connection with a termination.

Servicer Options When the Termination without Cause Is Not Connected to the Sale of the Mortgage Loan

If Fannie Mae elects to terminate the servicing without cause and the termination is not in connection with the sale of Fannie Mae's interest in the affected mortgage loans, the servicer may attempt to arrange for a sale of the servicing of the mortgage loans to another Fannie Mae-approved servicer within the 90-day period following the issuance of Fannie Mae's termination notice. The servicing must be sold to another Fannie Mae-approved servicer in good standing that, in Fannie Mae's judgment, will properly service the mortgage loans to be transferred. Before the end of the 90 days, the servicer must notify Fannie Mae of any proposed sale, providing related information for Fannie Mae's consideration. Fannie Mae must approve the transfer before the sale can be completed. Fannie Mae's approval will not be unreasonably withheld.

If Fannie Mae approves the transfer, it must be completed within 60 days after the date of approval and is subject to the following conditions:

- The transferor servicer (seller) is entitled to all the proceeds of the sale of servicing, but it must pay all costs and expenses related to the transfer. Fannie Mae will not pay a termination fee.
- The transferee servicer (purchaser) must assume
    - warranties that were made to Fannie Mae when Fannie Mae purchased or securitized the mortgage loans being transferred, and
    - all of the transferor servicer's contractual obligations covering the servicing of the transferred mortgage loans, including (but not limited to) any outstanding claims.

Once the transfer becomes effective, the transferee servicer (purchaser) will be granted the same contractual rights and servicing compensation that the transferor servicer had received. The transferee servicer's

(purchaser's) assumption of these warranties and obligations does not, in any way, release the transferor servicer from its obligations related to selling representations and warranties and servicing responsibilities or liabilities.

Fannie Mae may terminate the servicer's Lender Contract on the 15th day following the end of the 90-day period if, at the end of the 90-day period following Fannie Mae's termination notice without cause

- the servicer has not arranged to sell its servicing and given Fannie Mae the required notice, or
- Fannie Mae does not approve the proposed transfer.

Fannie Mae may then transfer the servicing to the servicer of its choice. If Fannie Mae decides to do so, it may publicly announce that it is soliciting bids for the purchase of the servicing rights from Fannie Mae–approved servicers that are in good standing. Within ten days after any public announcement, Fannie Mae may negotiate and effect the sale of the servicing rights to the highest satisfactory bidder.

Regardless of whether Fannie Mae publicly solicits bids, it must pay the transferor servicer a termination fee (reduced by reasonable and customary costs and expenses related to the transfer of servicing).

Termination Fee for Mortgage Loans Delivered Prior to January 1, 2013: For mortgage loans delivered prior to January 1, 2013, the termination fee is the amount equal to two times the servicer's annualized servicing compensation—base servicing fee plus any excess yield—for the mortgage loan as of the termination date.

Termination Fee for Mortgage Loans Delivered On or After January 1, 2013: For mortgage loans delivered on or after January 1, 2013, the termination fee for a without cause termination is based on conditions existing as of the transfer date. The termination fee is an amount equal to the lesser of the following:

- Two times the Net Servicing Rate multiplied by the UPB as of the date of transfer of those mortgage loans subject to termination that are not delinquent. For purposes of this calculation, a mortgage loan will be deemed to be delinquent if, as of a month end transfer date, any payment is outstanding. In the event of a servicing transfer date that takes place other than at month end, a mortgage loan will be deemed to be delinquent if there is any payment outstanding as of the month end immediately preceding the transfer date. No termination fee will be paid for a delinquent mortgage loan.
- The market value of the contractual right to service the mortgage loans as established by a qualified market leader in servicing valuations using costs reflective of Fannie Mae's cost to engage a subservicer, applying protocols appropriate for the risk of the portfolio as determined by Fannie Mae in its sole discretion.

For purposes of calculating the termination fee, the "Net Servicing Rate" means the note rate of the mortgage loan less all of the following: a) the PTR due Fannie Mae, b) any guaranty fee due Fannie Mae, c) any excess servicing not retained by the servicer, d) any lender paid MI, and e) any other component of the note rate the servicer is not entitled to retain for servicing the loan, expressed as an annualized fractional percentage.

When the Termination without Cause Is Connected to the Sale of the Mortgage Loan

When Fannie Mae terminates the servicer's servicing arrangement without cause and in connection with a sale of all of Fannie Mae's interest in the affected mortgages loans, the servicer will have no further rights in the

servicing of the mortgage loans it had been servicing for Fannie Mae.

For mortgage loans delivered prior to January 1, 2013, the termination fee in such a situation will be an amount equal to two times the servicer's annualized servicing compensation—base servicing fee plus any excess yield—for the mortgage loan as of the termination date.

For mortgage loans delivered on or after January 1, 2013 for which Fannie Mae terminates the servicer's servicing arrangement without cause and in connection with a sale of Fannie Mae's interest in the affected mortgages loans, Fannie Mae will apply the same termination fee calculation utilized for terminations without cause referenced above applicable to mortgage loans delivered on or after January 1, 2013. However, if the servicing responsibilities or liabilities for a mortgage loan are retained by the servicer in connection with the sale of Fannie Mae's interest, no termination fee will be paid.

Transfer of Servicing Due to Delinquency Status

For mortgage loans delivered on or after January 1, 2013, Fannie Mae has the right to terminate and transfer the servicer's servicing rights in a mortgage loan in the event the mortgage loan has two or more payments outstanding as of the "Determination Date," which is defined as a day of a month designated by Fannie Mae, taking into account necessary compliance with all applicable laws and regulations, including, without limitation, the federal RESPA and Regulation X, as amended. For example, a mortgage loan for which a monthly payment is due and owing for August 1 will have two payments outstanding as of September 2.

In the event Fannie Mae intends to exercise its right to terminate and transfer the servicer's servicing rights due to the delinquency status on mortgage loans delivered on or after January 1, 2013, Fannie Mae will give the servicer notice at least 90 days prior to the first applicable termination date. If Fannie Mae has given the servicer such 90 days notice, Fannie Mae may thereafter suspend its exercise of such termination and transfer rights at any time; provided, however that upon the written request of the servicer Fannie Mae will provide up to 180 days notice prior to suspending the exercise of such termination and transfer rights.

All terminations and transfers effectuated pursuant to delinquency status are effective as of the last day of the transfer month. Fannie Mae will not pay a termination fee in connection with a termination of the servicer's servicing rights due to delinquency status. The mortgage loan servicing will transfer to and remain with the new servicer, even if the mortgage loan becomes current after the Determination Date.

Recent Related Announcements

There are no recently issued Announcements related to this topic.

Chapter A1-3, Repurchases, Indemnifications, and Make Whole Payment Requests

Introduction

This chapter includes information on repurchases, indemnifications, and make whole payment requests.

A1-3-01, Requirements for Voluntary Repurchase (10/11/2023)

Introduction
This topic contains the following:

- Overview
- Voluntary Repurchase of Portfolio Mortgage Loans
- Voluntary Repurchase of Certain MBS Mortgage Loans
- Requesting Repurchase of Portfolio or MBS Mortgage Loans

Overview

The servicer may initiate a request for Fannie Mae's approval to repurchase a mortgage loan. Fannie Mae's approval of the servicer's request will depend, in part, on whether the mortgage loan is currently either an MBS mortgage loan or a portfolio mortgage loan.

> **Note**: Fannie Mae will only approve requests to repurchase an MBS mortgage loan under the circumstances stated in *Voluntary Repurchase of Certain MBS Mortgage Loans* below.

Following the repurchase of any mortgage loan, losses are the responsibility and legal obligation of the responsible party. For modified mortgage loans, the responsible party must comply with all legal obligations in connection with the mortgage loan.

Voluntary Repurchase of Portfolio Mortgage Loans

When the servicer or responsible party wishes to repurchase a mortgage loan that Fannie Mae holds in its portfolio, it must submit a written offer to the Non-Standard Repurchase Team (see F-4-02, List of Contacts). Fannie Mae will not approve requests to repurchase a portfolio mortgage loan in connection with a conditional tender of payment that is used as an alternative to refinancing the mortgage loan. See *Selling Guide* B2-1.3-04, Prohibited Refinancing Practices for additional information.

Voluntary Repurchase of Certain MBS Mortgage Loans

Under certain circumstances, an MBS mortgage loan (or Fannie Mae's participation interest in it) must be repurchased from the pool (see *Mandatory Repurchase of Certain MBS Mortgage Loans* in A1-3-02, Fannie Mae-Initiated Repurchases, Indemnifications, Make Whole Payment Requests and Deferred Payment Obligations). However, the following table describes the circumstances under which the servicer *has the option* to repurchase the mortgage loan from the MBS pool.

Option	Circumstance
Optional repurchase of a delinquent regular servicing option MBS mortgage loan	A mortgage loan that has four consecutive payments past due may be repurchased from the MBS pool by the servicer. **Note:** Fannie Mae/Freddie Mac uniform first lien mortgage loan security instruments provide that a payment is past due if not paid by close of business on the stated due date, which is normally the first day of the month. If the requesting party chooses not to repurchase the mortgage loan at this time, the servicer must continue to advance scheduled P&I payments for the mortgage loan until it is removed from the MBS pool. See C-3-01, Responsibilities Related to Remitting P&I Funds to Fannie Mae for additional information.
Optional repurchase related to due-on sale enforcement	The servicer may repurchase the mortgage loan as an alternative to enforcing the due-on-sale (or due-on-transfer) provision. The due-on-sale (or due-on-transfer) provision is enforceable when the servicer has knowledge that a mortgaged property has been or is about to be conveyed by the borrower in violation of the due-on-sale (or due-on-transfer) provision, requiring the servicer to call the mortgage loan due and payable. See D1-4.1-01, Determining Whether a Transfer of Ownership Is Permitted for additional information. After removing the mortgage loan from the MBS pool, the servicer may allow an assumption of the mortgage loan. If the new borrower is creditworthy and the mortgage loan meets all of Fannie Mae's current eligibility requirements, the servicer is authorized to subsequently submit the assumed mortgage loan to Fannie Mae for purchase under any of Fannie Mae's standard commitments for cash deliveries or as part of an MBS pool delivery.

The servicer of a special servicing option MBS mortgage loan also may repurchase the mortgage loan from the pool as an alternative to enforcing the due-on-sale (or due-on-transfer) provision as described above, but that repurchase requires prior approval by Fannie Mae. Similarly, after removing the mortgage loan from the MBS pool, the servicer may allow an assumption of the mortgage loan.

Regular servicing option MBS mortgage loans, and shared-risk special servicing option MBS mortgage loans for which the servicer's shared risk liability has not expired, that have been removed from an MBS pool, and have been modified are not eligible for redelivery to Fannie Mae unless Fannie Mae agrees otherwise.

Requesting Repurchase of Portfolio or MBS Mortgage Loans

The following table describes the requirements for the offer to repurchase mortgage loans.

✓	To offer to repurchase mortgage loans, the requesting party must...
	Identify the mortgage loans to be repurchased by coupon rate and participation certificate yield (if applicable).
	Explain the reason for the request.
	Set forth the specific terms and conditions of the repurchase.
	Specify the purchase price the requesting party is offering.

After evaluating the offer, Fannie Mae will notify the requesting party of its acceptance or declination of any counteroffer the requesting party proposes.

Recent Related Announcements

The table below provides references to recently issued Announcements that are related to this topic.

Announcements	Issue Date
Announcement SVC-2023-05	October 11, 2023
Announcement SVC-2021-07	October 13, 2021

A1-3-02, Fannie Mae-Initiated Repurchases, Indemnifications, Make Whole Payment Requests and Deferred Payment Obligations (10/11/2023)

Introduction
This topic contains the following:

- Overview of Fannie Mae-Initiated Repurchases, Indemnifications, and Make Whole Payment Requests
- Servicing Defect Remedies Framework
- Servicer Responses to a Demand
- Repurchase as a Result of Mortgage Insurance Coverage Violations
- Mandatory Repurchase of Certain MBS Mortgage Loans
- Calculating Repurchase Proceeds
- Alternatives to Repurchase

- Deferred Payment Obligations (DPO)
- Calculation of Indemnification Claim for Loss of Mortgage Insurance Benefits

Overview of Fannie Mae-Initiated Repurchases, Indemnifications, and Make Whole Payment Requests

The Lender Contract provides remedies to Fannie Mae for the seller/servicer's nonperformance. Any remedies that are applied will, in Fannie Mae's sole judgment, be commensurate with the associated level of risk; Fannie Mae will strive to apply the most appropriate remedy to compensate Fannie Mae for the harm caused by the violation.

Fannie Mae may, in addition to any other remedy available at law or in equity, require a party responsible for a breach to repurchase Fannie Mae's interest in a mortgage loan, remit a make whole payment, or indemnify or otherwise hold Fannie Mae harmless for any Fannie Mae losses. If Fannie Mae, in its discretion, determines that a breach of the seller/servicer's obligations may be reasonably corrected, Fannie Mae will provide the seller/servicer an opportunity to correct such breach within a specified time frame and manner as specified in the Guides, if any.

Fannie Mae may offer or decline to offer the seller/servicer certain servicing alternative remedies based on the seller/servicer counterparty status to the extent there are future obligations required as part of the servicing alternative remedy. Other factors to be considered by Fannie Mae may include, but are not limited to, the failure to maintain a quality servicing practice and the seller/servicer's ability and willingness to comply with the other provisions of the Lender Contract.

Subject to *Servicing Defect Remedies Framework* for servicing defects attributable to servicing violations, Fannie Mae may require the repurchase of a mortgage loan (or of an acquired property) or the remittance of a make whole payment for reasons including, but not limited to

- the breach of any contractual warranty (including instances of fraud or misrepresentation),
- under the terms of any applicable repurchase agreement or contract provisions, or
- because of an uncorrected servicing defect.

For servicing defects attributable to servicing violations in connection with MBS mortgage loans, the mortgage loan must have been properly removed from an MBS pool on a separate basis consistent with the *Servicing Guide* before a demand for a servicing repurchase remedy is issued based on a servicing defect. A servicing defect, by itself, does not form a basis for removing a loan from an MBS Pool.

Additionally, Fannie Mae requires some repurchases because the terms under which the mortgage loans were purchased or securitized call for a repurchase under certain conditions or circumstances. Repurchases that fall into this category generally include, but are not limited to, Charter violations, an ARM loan in an MBS pool that has converted to a fixed rate mortgage loan per the borrower's exercise of its option in the mortgage loan documents, or an MBS mortgage loan that has 24 payments past due.

Following the repurchase of any mortgage loan, losses are the responsibility and legal obligation of the responsible party. For modified mortgage loans, the responsible party must comply with all legal obligations in connection with the mortgage loan.

Servicing Defect Remedies Framework

The servicing defect remedies framework relates specifically to the categorization of servicing defects, seller/servicer corrections of those defects, and available remedies when defects are identified, including alternatives to repurchase. If Fannie Mae identifies a servicing violation, it may issue either a notice of servicing defect or a demand for a servicing remedy.

The following table provides the definition of terms related to the servicing defect remedies framework.

Term	Definition
servicing violation	A breach of any servicer requirement or obligation contained in the Lender Contract related to servicing functions including, but not limited to • processing of payments, • collections, • communications, • loss mitigation, • property preservation, and • ensuring appropriate insurance is on the mortgage loan or property.
servicing defect	A loan-level deficiency based on a servicing violation resulting from a breach of a term contained in the Lender Contract in effect at the time of the servicing violation.
servicing correction	An action taken by the seller/servicer that demonstrates that the identified servicing defect either (i) did not, in fact, exist, or (ii) has been corrected in the time frame specified by Fannie Mae, such that the servicing defect is no longer considered by Fannie Mae to be a servicing defect.
servicing remedy	An action to resolve a servicing defect elected by Fannie Mae per the Lender Contract, which may be either a servicing alternative remedy or a repurchase.

Term	Definition
servicing alternative remedy	Remedies other than repurchase of the identified mortgage loan including, after foreclosure, the acquired property, that compensates Fannie Mae for damages, expenses and losses resulting from the identified servicing defect. The costs associated with calculating any servicing alternative remedy could include, but are not limited to • a daily carrying cost that is not duplicative of any other cost or fee below; • property maintenance costs; • taxes; • insurance; • HOA/condo association fees; • appraisal/BPO fees; • legal fees and costs; • property inspection costs; • utility costs; • any documented property value decline, where appropriate; • costs to repair; and • outstanding fees/fines/liens.

Term	Definition
servicing repurchase defect	A servicing defect attributable to a servicing violation for which a demand for a repurchase servicing remedy could be issued without first issuing a notice of servicing defect or a demand for a servicing alternative remedy. Servicing repurchase defects shall be limited to servicing defects that • cause Fannie Mae's lien, security interest or other property interest to be subordinated, extinguished or become inadequate for the realization against the related mortgaged premises for the benefit of the security; • pose a significant reputational risk to Fannie Mae; • result from the servicer modifying or applying a payment deferral to a mortgage loan that was sold to Fannie Mae with recourse or full indemnification in violation of Fannie Mae's workout option eligibility requirements; • result in the mortgage loan to not be, or continue to be, supported by Fannie Mae's servicing systems; • cause irreparable damage to the physical improvements to the property or render the property uninhabitable.

The following table describes the servicing defect remedies framework.

<table>
<tr><th>Step</th><th colspan="2">Action</th></tr>
<tr><td rowspan="5">1</td><td colspan="2">Fannie Mae will determine whether to send a notice of servicing defect or a demand for a servicing remedy based on the requirements in the following table.</td></tr>
<tr><td>If Fannie Mae determines that the servicing defect resulting from a servicing violation that...</td><td>Then Fannie Mae will...</td></tr>
<tr><td>can be reasonably corrected by the seller/servicer</td><td>issue a notice of servicing defect.</td></tr>
<tr><td>• is uncorrectable by the seller/servicer;
• is not corrected by the seller/servicer during the servicing correction period, if applicable; or
• caused or will cause Fannie Mae losses, expense or damages, notwithstanding any servicing correction</td><td>issue a demand for a servicing remedy.</td></tr>
<tr><td colspan="2">In certain limited circumstances, a servicing defect resulting from a servicing violation may be deemed to be uncorrectable. A servicing violation may be deemed uncorrectable if it resulted from a servicing defect that
• extinguishes the lien, security interest or other property interest, or the lien, security interest or other property interest becomes inadequate for the realization against the related mortgaged premises for the benefit of the security;
• causes irreparable damage to the physical improvements to the property or renders the property uninhabitable;
• is a result of a foreclosure sale to a third-party purchaser, completed short sale, or completed Mortgage Release (deed-in-lieu of foreclosure) that was not compliant with the Lender Contract;
• extinguishes Fannie Mae’s ability to either file an insurance claim or seek full recovery of an insurance claim amount, for all insurance or guarantee types; or
• results in a property that was not preserved and maintained in accordance with the Lender Contact, and, following acquisition of the property, Fannie Mae needs to make any repairs to the property as a result of the seller/servicer’s failure to preserve and maintain the property in accordance with the Lender Contract.
Note: Fannie Mae’s determination that a servicing defect is uncorrectable or is a servicing repurchase defect may be appealed by the seller/servicer as outlined in Servicer Responses to a Demand. In the event the appeal results in the determination that a servicing defect could be corrected, the initial demand for a servicing remedy will be considered withdrawn, Fannie Mae will issue a notice of servicing defect, and the seller/servicer may correct such servicing defect during the servicing correction period set forth in the notice of servicing defect.</td></tr>
<tr><td colspan="2">The notice of servicing defect or demand for a servicing remedy must include the information in the following table, as applicable.</td></tr>
</table>

<table>
<tr><th>Step</th><th colspan="2">Action</th></tr>
<tr><td rowspan="5"></td><td>If the notice is a...</td><td>Then the notice must contain...</td></tr>
<tr><td>notice of a servicing defect</td><td>• the specific servicing violation(s) and/or related servicing defect(s), and
• the servicing correction period.</td></tr>
<tr><td>demand for a servicing repurchase remedy</td><td>• the specific servicing violation(s) and/or related servicing defect(s),
• the time frame for completing the repurchase,
• details regarding the calculation of the repurchase price as outlined in the Guides, and
• information regarding the seller/servicer’s right to appeal and time frame for appeal.</td></tr>
<tr><td>demand for a servicing alternative remedy</td><td>• the specific servicing violation(s) and/or related servicing defect(s),
• the time frame for completing the servicing alternative remedy,
• the servicing alternative remedy amount, including a breakdown of the servicing alternative remedy amount, and
• information regarding the seller/servicer’s right to appeal and time frame for appeal.</td></tr>
<tr><td colspan="2">A demand for a servicing alternative remedy will be issued for servicing defects not constituting servicing repurchase defects, including, if applicable, after a servicing correction period. Fannie Mae will issue any such demand within 60 days after the expiration of the servicing correction period, including any extensions and resolution of any appeals, unless it provides notice to the servicer that it is unable to provide the demand within such time frame. Any such notice will describe the anticipated time frame for issuing the related demand for a servicing alternative remedy. A demand for a repurchase servicing remedy will be issued for any servicing repurchase defect.
Note: If there are multiple servicing defects caused by a servicing violation or violations, Fannie Mae may issue either
• a demand for a repurchase servicing remedy if any servicing violation constitutes a servicing repurchase defect, or
• a demand for a servicing alternative remedy for all servicing defects, in each case based on each specific servicing violation.
If the seller/servicer fails to comply with any demand for a servicing remedy, Fannie Mae may pursue other available rights and remedies under the Lender Contract, including repurchase.</td></tr>
</table>

Step	Action
2	During the servicing correction period identified in the notice of servicing defect, the seller/servicer must correct the related servicing defect(s) in the specified time frame required in the notice of servicing defect and in the manner required by the Lender Contract, if any. Following the servicing correction period, Fannie Mae will assess any servicing correction made by the seller/servicer to determine whether a demand for a servicing remedy will be issued. If the seller/servicer provides an acceptable servicing correction, Fannie Mae will not pursue a repurchase; however, Fannie Mae may still issue a demand for a servicing alternative remedy for any damages, expenses or losses suffered as a result of the servicing violation. If Fannie Mae determines it will not issue a demand for a servicing remedy, Fannie Mae will notify the seller/servicer that the related notice of servicing defect has been closed.
3	All demands for a servicing remedy issued to the seller/servicer are subject to appeal by the seller/servicer. See *Servicer Responses to a Demand* for more information about the appeal process.

Servicer Responses to a Demand

Subject to the *Servicing Defect Remedies Framework*, Fannie Mae may issue a repurchase or make whole payment request or pursue another remedy with the entity that is responsible for the selling representations or warranties or for the servicing responsibilities or liabilities (the ”seller/servicer” or the ”responsible party”) and Fannie Mae may require the immediate repurchase of a mortgage loan or an acquired property or the remittance of make whole payments in accordance with the Guides.

The seller/servicer must submit the requested documentation for an underwriting or servicing review so that Fannie Mae receives the file within 30 days after Fannie Mae notifies the seller/servicer that it has selected a mortgage loan for review, unless Fannie Mae advises that it needs the files in a different time frame. Fannie Mae, in its sole discretion, may request the documentation in a shorter or longer period of time based upon circumstances at the time.

The seller/servicer must pay Fannie Mae the funds that are due in connection with a request for repurchase, indemnification, or make whole payment within 60 days after receipt of the request or within such other time frame as specified by Fannie Mae unless an appeal is made. For repurchase requests made on active mortgage loans (mortgage loans that have not been foreclosed upon or liquidated), the payment of the repurchase price may be made by the seller/servicer with its next scheduled remittance following the completion of the 60-day period.

See A2-4-01, Quality Control Reviews for the requirements when Fannie Mae receives an offer to purchase an acquired property prior to the completion of an underwriting or servicing review.

Appeal Process

The seller/servicer or other responsible party may submit a written appeal of a demand. The ”appeal process” includes both the first and second appeals available to the seller/servicer under the conditions described in the following table. Note that the seller/servicer may provide a correction of an alleged servicing defect at any time during the appeal process. Also see *Appeal and Independent Dispute Resolution Processes* posted on Fannie Mae’s website for more detailed information about the requirements for each step in the appeal process.

Appeal Process	Seller/Servicer or Other Responsible Party Action	Fannie Mae Action
First appeal	The seller/servicer or responsible party must submit an appeal in writing within 60 days of receiving a demand. **Note**: Fannie Mae may identify a shorter or longer appeal period in the demand based on circumstances at the time.	Fannie Mae must respond in writing to the seller/servicer or responsible party's appeal within 60 days of its receipt.
Second appeal	If the first appeal is denied and the seller/servicer or responsible party has additional material information, the seller/servicer or responsible party may choose to submit a second appeal, which must be submitted within 15 days of receiving a denial of the first appeal.	Fannie Mae must respond in writing to the seller/servicer or responsible party's second appeal within 60 days of its receipt.

If no written appeal is received within the applicable 60–day time frame or the time frame identified by Fannie Mae in the demand for a servicing remedy, it will be assumed that the responsible party does not contest the demand and the repurchase, indemnification or make whole payment funds are due to Fannie Mae. Thereafter, the appeal process will be unavailable to the responsible party for that particular request.

Impasse and Management Escalation Process for Repurchases and Other Remedies

At the conclusion of the first or second appeal, if the seller/servicer or other responsible party wishes to challenge the existence of a servicing defect identified in the demand, the seller/servicer or other responsible party may initiate the impasse process. If Fannie Mae reaffirms the demand during the impasse process, the seller/servicer or other responsible party may continue the challenge in the management escalation process.

The steps in the impasse and management escalation processes are described in the following table. Also see Appeal and Independent Dispute Resolution Processes posted on Fannie Mae's website for more detailed information about the requirements for each step.

Impasse and Management Escalation Processes	Seller/Servicer or Other Responsible Party Action	Fannie Mae Action or Further Action by the Parties
Impasse	At the conclusion of the first or second appeal, if the seller/servicer or responsible party wants to challenge the existence of the defect, it must initiate the impasse process in writing within 15 days of receiving Fannie Mae's denial of the first or second appeal.	Fannie Mae and the seller/servicer or responsible party will have 30 days in which to attempt to resolve the dispute, unless both parties agree to a longer time period.
Management Escalation Process	At the conclusion of the impasse process, if Fannie Mae reaffirmed the demand and the seller/servicer or responsible party wants to continue to challenge the existence of the defect, it must initiate the management escalation process in writing within 15 days after conclusion of the impasse process by notifying its Fannie Mae officer contact it wants to initiate management escalation. If, at the end of the management escalation process, Fannie Mae has reaffirmed the demand, the seller/servicer or other responsible party may initiate the Independent Dispute Resolution process.	Within 30 days of receipt of the seller/servicer or other responsible party's initiation of the management escalation process, Fannie Mae must involve an officer outside of the servicing remedies group in a review of the dispute. Fannie Mae and the seller/servicer or responsible party have 30 days in which to attempt to resolve the dispute, unless both parties agree to a longer time period.

Independent Dispute Resolution (IDR) Process

The IDR process is available for disputes that are not resolved through the appeal, impasse, or management escalation processes. The IDR process is available, if the preconditions to each step have been followed and the parties have not filed litigation to attempt to address the dispute. The IDR process is available to seller/servicers or other responsible parties that have not been suspended, disqualified, or terminated by Fannie Mae, and that have complied with any prior IDR award or demand (as applicable). The IDR process is governed by the Federal Arbitration Act, 9 U.S.C. §§1 et. Seq.

The IDR process addresses loan-level demands and whether alleged breach(es) by the seller/servicer of its representations and warranties, or duties or responsibilities, as provided under the Lender Contract exist at the time the IDR process commences. The IDR process may be used for

- demands relating to a breach of a selling representation, warranty, duty or responsibility involving whole loans purchased and mortgage loans delivered into MBS with pool issue dates on or after January 1, 2016; and
- demands for a servicing remedy that are issued on or after December 1, 2016.

The IDR process cannot be used

- to resolve suspension, disqualification, or termination of a seller/servicer;
- if a seller/servicer receives a formal notice of default from Fannie Mae; or
- to resolve a breach of any servicer requirement or obligation related to the servicing of a mortgage loan that results in the assessment of a compensatory fee by Fannie Mae.

A neutral third party, selected by the IDR program administrator, will determine whether the alleged breach(es) existed at the time the IDR process commenced based on case file packages and subject matter expert reports submitted in writing by both parties. The neutral party's decision will be final and binding upon the seller/servicer and Fannie Mae.

Initiation of the IDR Process

The following table describes the initiation of the IDR process.

If Fannie Mae...	Then...
reaffirms the demand at the conclusion of the management escalation process	the eligible seller/servicer or responsible party will have 15 days to initiate the IDR process by completing and submitting an executed Retainer Agreement in the form on Fannie Mae's website (*IDR Retainer Agreement*) to the Fannie Mae officer involved in the management escalation process and to the program administrator as described in *Appeal and Independent Dispute Resolution Processes*.
has not received the seller/servicer or responsible party's fully completed and executed Retainer Agreement within 15 days of the conclusion of the management escalation period, and the seller/servicer or responsible party has not complied with the remedy demand.	Fannie Mae shall have the option of either initiating the IDR process within 6 months of the end of the management escalation period or pursuing other remedies. **Note**: The seller/servicer or responsible party will have no further right to appeal the existence of the defect in the demand, including the commencement of the IDR process, and will be obligated to comply with the terms of the demand.

The IDR process is designed to be a cost-effective way to resolve disputes involving demands for a servicing remedy that remain after the appeal, impasse and management escalation processes have been exhausted.

The costs and fees associated with the IDR process itself will vary depending on the circumstances and outcome of each case. For additional information about the details of the IDR process, see *Appeal and Independent Dispute Resolution Processes* on Fannie Mae's website.

Compliance with a Demand for a Repurchase Servicing Remedy

A seller/servicer or other responsible party has 15 days in which to initiate the next stage of the first or second appeal, impasse, management escalation, or IDR process, as applicable. If the seller/servicer or other responsible party fails to challenge the existence of the defect by letting the applicable 15–day initiation period expire, or if Fannie Mae reaffirms the demand for a repurchase servicing remedy at the conclusion of the appeal, impasse, management escalation, or IDR process, the seller/servicer or other responsible party must comply with the demand for a repurchase servicing remedy. For repurchases made on an active mortgage loan, the payment of the repurchase price may be made by the servicer with its next scheduled remittance following the completion of the 15–day initiation period.

There are times when a repurchase of an active mortgage loan will involve the transfer of servicing to a new servicer. In such a situation, RESPA requires that the borrowers involved in the servicing transfer receive certain notices in advance of the servicing transfer. If the repurchase of a mortgage loan will involve a servicing transfer to a new servicer, Fannie Mae will provide the parties with additional time to process the repurchase so that all regulatory notices can be provided prior to the repurchase. However, Fannie Mae requires that the party responsible for such a repurchase notify Fannie Mae within the 15–day initiation period that a servicing transfer will take place to the identified new servicer and the date of the servicing transfer. Once the transferring servicer has timely notified Fannie Mae that there will be a servicing transfer on an active mortgage loan, the repurchasing party must work with the current servicer to provide all necessary legal notices to the borrower. All repurchases of active mortgage loans involving a servicing transfer must occur at month end as quickly as reasonably possible following Fannie Mae's repurchase request or reaffirmation.

Should Fannie Mae have to take legal action to enforce its right to require repurchase of a mortgage loan (or property), the responsible party also will be liable to Fannie Mae for Fannie Mae's attorney fees, costs, and related expenses, as well as for any applicable consequential damages.

Repurchase as a Result of Mortgage Insurance Coverage Violations

The responsible party and the mortgage loan may be eligible for an alternative to repurchase when the MI has been rescinded pursuant to the remedies framework in the *Selling Guide* for mortgage loans acquired after July 1, 2014 if

- the responsible party meets Fannie Mae's eligibility criteria, and
- the only defect Fannie Mae identifies in the mortgage loan is the rescission of MI or the responsible party corrects all defects identified, except the MI rescission defect, during the required correction period.

The MI stand-in is defined as the full MI benefit that would have been payable under the original MI policy if the mortgage loan liquidates. If the responsible party and the mortgage loan are deemed eligible for an alternative to repurchase, then the responsible party will be offered one of two agreements for an MI stand-in.

A mortgage loan will not be eligible for the MI stand-in if

- Fannie Mae identifies other defects during the full file QC review which the responsible party fails to

correct during the required correction period, or

- the responsible party does not respond in a timely manner or submit all the required documents within the time frames required by Fannie Mae in A2-4-01, Quality Control Reviews.

If the responsible party corrects the defects that made the mortgage loan ineligible for the MI stand-in, Fannie Mae will review the mortgage loan and responsible party for this alternative to repurchase.

The following table describes the requirements the eligible responsible party must meet after Fannie Mae receives notification that the MI has been rescinded.

Step	Responsible Party Action
1	Receives notification from Fannie Mae that the mortgage loan has been selected for a QC review.
2	Within 30 days of receipt of the notification from Fannie Mae, submits • a full mortgage loan servicing file, and • the supporting MI documentation. The supporting MI documentation includes, but is not limited to • a copy of the MI rescission letter, • all communication related to the rescission of the MI and rebuttal, and • the mortgage insurer's investigation reports.
3	Receives a letter from Fannie Mae that states that the mortgage loan is eligible for an MI stand-in as an alternative to repurchase, if Fannie Mae determines that the mortgage loan is eligible for an MI stand-in.
4	Within 60 days of the date of the letter • notifies Fannie Mae of its interest in the MI stand-in, • repurchases the mortgage loan, or • has the MI reinstated and provides proof of the reinstatement to Fannie Mae.
5	If the responsible party indicates its interest in the MI stand-in, Fannie Mae will offer either • an Indemnification Agreement in which the responsible party agrees to immediately pay Fannie Mae the MI stand-in amount after liquidation, or • a Pledge and Security Agreement in which the responsible party agrees to immediately post liquid assets required by Fannie Mae. **Note:** Fannie Mae will evaluate the financial condition of the eligible responsible party and determine which MI stand-in option to offer the responsible party.
6	Executes and returns the relevant documents and post collateral, if required, within the time frame specified.

Mandatory Repurchase of Certain MBS Mortgage Loans

Fannie Mae is required to remove a mortgage loan, or cause the mortgage loan to be repurchased, from an MBS pool under the circumstances set forth below. The servicer must immediately notify Fannie Mae when it is aware of any of the following:

- when a court or governmental regulator determines that Fannie Mae was not authorized to acquire the mortgage loan or a court or agency requires that the mortgage loan be repurchased to comply with applicable law;
- upon notice that any of the following events will occur, or at least before
    - the borrower exercises an option in the mortgage loan documents to convert from an ARM loan to a fixed interest rate,
    - the borrower exercises an option in the mortgage loan documents to change from one index to another, or
    - if the maximum or minimum interest rate or the margin used in calculating the rate per the mortgage loan documents changes as a result of a mortgage loan assumption;
- as soon as practicable, if any governmental agency or court requires a transfer of the property securing a mortgage loan (other than to a co-borrower or in connection with a divorce or other transfer excepted from due-on-sale enforcement);
- if any mortgage insurer or the FHA or VA requires transfer of the mortgage loan or the property to it in order to obtain the benefits of the insurance or the guaranty, or requires a longer period of time in addressing certain foreclosure prevention alternatives;
- as soon as practicable when the servicer first discovers that the borrower has transferred title to the mortgaged property to the servicer or Fannie Mae, thereby effecting a Mortgage Release (deed-in-lieu of foreclosure); or
- if the mortgage loan becomes 24 months past due with respect to payments of P&I measured from the last installment paid in full, unless an exception exists that permits the mortgage loan to remain in the MBS pool beyond the 24th month.

24-Month Rule: Under the MBS trust rules, subject to certain conditions, an MBS mortgage loan must be removed from its MBS pool no later than when the mortgage loan becomes 24 months past due, as measured from the LPI date. However, under various circumstances Fannie Mae will remove a special servicing option delinquent MBS mortgage loan from its MBS pool prior to the mortgage loan becoming 24 months delinquent, in accordance with A1-3-06, Automatic Reclassification of MBS Mortgage Loans.

Similarly, Fannie Mae generally will reclassify a delinquent regular servicing option MBS mortgage loan - those for which the servicer has the entire foreclosure loss risk and those for which Fannie Mae and the servicer share the foreclosure loss risk, with the servicer having the responsibility for marketing the acquired property - still in the MBS pool when the mortgage loan reaches six consecutive months of delinquency (see A1-3-06, Automatic Reclassification of MBS Mortgage Loans). For such mortgage loans, the servicer remains responsible for existing recourse obligations, including the responsibility to repurchase the mortgage loan no later than when it becomes 24 months past due. If the servicer has not already repurchased the mortgage loan, Fannie Mae will issue a demand for repurchase to the servicer when the mortgage loan becomes 22 months past due. The repurchase must be reported to Fannie Mae as activity occurring in the month that contains the due date of the

24th consecutive past due payment.

Although most mortgage loans will be removed from the MBS pool by or before the time the mortgage loan becomes 24 months past due, an MBS mortgage loan serviced under the special servicing option - those for which Fannie Mae has the entire foreclosure loss risk and those for which Fannie Mae and the servicer share the foreclosure loss risk, with Fannie Mae having the responsibility for marketing the acquired property - may be allowed to remain in its MBS pool beyond 24 months past due if:

- the borrower has entered into and is complying with a repayment plan pursuant to which the arrearages on the mortgage loan are required to be paid in full and the mortgage loan brought current by or before the original maturity date of the mortgage loan;
- applicable law (including bankruptcy law, probate law, or the SCRA of 2004 or other relief act) requires that foreclosure on the related secured property or other legal remedy against the borrower or the related secured property be delayed and the period for delay or inaction has not elapsed; or
- the mortgage loan is in the process of being assigned to the insurer or guarantor that provided any related MI or guaranty.

If repurchase by the servicer at 24 months due is *not* required because a mortgage loan meets one of these conditions, including the condition that the mortgage loan has become current, but the mortgage loan later becomes delinquent, Fannie Mae will review the individual circumstances to determine whether repurchase is warranted at that time.

> **Note:** Under the Fannie Mae/Freddie Mac uniform first lien mortgage loan security instruments, a payment is past due if not paid by close of business on the stated due date, which is normally the first day of the month.

Calculating Repurchase Proceeds

Generally, when Fannie Mae requests that the responsible party repurchase a mortgage loan, the repurchase price is the same as the price at which Fannie Mae originally purchased the mortgage loan. This is usually true when the responsible party repurchases a mortgage loan under a repurchase agreement or because of a breach of warranty or other obligation; however, some agreements may specify other terms. If Fannie Mae agrees to a repurchase request as an accommodation to the responsible party, Fannie Mae bases its repurchase price on current market prices.

> **Note:** The servicer must not deduct loan level price adjustments from the repurchase price or make whole payment. See the *Selling Guide* for additional information on loan level price adjustments.

Repurchase of a Portfolio Mortgage Loan: The proceeds Fannie Mae will receive for the repurchase of a portfolio mortgage loan that Fannie Mae holds in its portfolio are usually determined by the steps represented in the following table.

<table>
<tr><th>Step</th><th colspan="2">Required Action</th></tr>
<tr><td rowspan="10">1</td><td colspan="2">Determine the purchase price Fannie Mae originally paid for the mortgage loan. The following table describes the factors that determine the required repurchase proceeds for a mortgage loan other than a reverse mortgage loan.</td></tr>
<tr><td>If Fannie Mae originally purchased the mortgage loan...</td><td>Then Fannie Mae will...</td></tr>
<tr><td>at par</td><td>multiply the UPB at the time of repurchase by the purchase price that Fannie Mae originally paid for the mortgage loan.</td></tr>
<tr><td>at a premium or discounted purchase price and the mortgage loan has undergone negative amortization</td><td>multiply the UPB at the time of repurchase, limited to the amount of the original purchase price discount or premium.</td></tr>
<tr><td colspan="2">The purchase price used to calculate the repurchase amount is expressed as a percentage of par. The following table describes the purchase price based on Fannie Mae’s purchase price.</td></tr>
<tr><td>If Fannie Mae originally purchased the mortgage loan...</td><td>Then the percentage will be...</td></tr>
<tr><td>at par</td><td>100%.</td></tr>
<tr><td>at a premium</td><td>greater than 100%.</td></tr>
<tr><td>at a discount</td><td>less than 100%.</td></tr>
<tr><td>2</td><td colspan="2">Add appropriate adjustments for interest, attorney fees, legal expenses, court costs, and other expenses Fannie Mae may have incurred.</td></tr>
<tr><td>3</td><td colspan="2">Make appropriate adjustments to reflect Fannie Mae’s percentage ownership in the mortgage loan.</td></tr>
</table>

Step	Required Action	
4	Interest must be calculated as follows:	
	If the remittance type of the mortgage loan is...	**Then interest must be calculated through...**
	Actual/Actual	the effective repurchase date.
	Scheduled/Actual or Scheduled/Scheduled	the end of the repurchase month.

Repurchase of an MBS Mortgage Loan: The proceeds for the repurchase of an MBS mortgage loan represent the sum of Fannie Mae's share of the outstanding security balance for the mortgage loan as of the repurchase month and one month's interest on that balance.

Interest must be calculated in accordance with the following table.

If the amortization type of the mortgage loan is...	Interest must be calculated at...
fixed-rate	the PTR of the MBS pool.
adjustable-rate	either • the accrual rate for the mortgage loan (if the mortgage loan is in a weighted-average ARM MBS pool), or • the accrual rate for the MBS pool (if the mortgage loan is in a stated-structure ARM MBS pool).

The proceeds for the repurchase of an MBS mortgage loan represent the sum of Fannie Mae's share of the outstanding security balance for the mortgage loan as of the repurchase month and one month's interest on that balance.

Repurchase of an Acquired Property: Whenever the Guides permit or require repurchase of a mortgage loan without redelivery to Fannie Mae's portfolio and, at the time of the purchase, title to the security property has passed to Fannie Mae, or is held for Fannie Mae but is in the name of the servicer pursuant to its duties as Fannie Mae's servicer, the language of the Guides will be applied to require purchase of Fannie Mae's interest in the property.

The purchase price

- will be the same as if the responsible party was repurchasing the mortgage loan, with accrued interest

and other adjustments, including Fannie Mae's property-related expenses such as maintenance and marketing expenses, through the date of purchase; and

- is not based on the market value of the property at the time of the purchase.

Further, when the responsible party purchases the property or remits a make whole payment Fannie Mae also will convey all rights as owner of the mortgage loan (for example, deficiency rights), if any, that it may still have pursuant to applicable state law, but it has no obligation to the responsible party to have preserved such rights.

The seller/servicer may be required to repurchase properties with tenants in place due to, among other things, violations of selling representations and warranties or improper servicing. Fannie Mae requires the servicer to promptly resolve any repurchase requests, regardless of the presence of a tenant in the related property.

Make Whole Payment: A "make whole payment" is the amount that a party responsible for a breach of a selling representation or warranty or a servicing breach must pay Fannie Mae so that Fannie Mae does not incur a loss on the mortgage loan or the property. In the event that a repurchase demand would have been issued but the mortgage loan has been liquidated, Fannie Mae will issue a reimbursement request for a make whole payment instead.

Alternatives to Repurchase

Fannie Mae may elect an alternate remedy to the immediate repurchase of a mortgage loan when Fannie Mae identifies underwriting deficiencies during a post-purchase review. See the *Selling Guide* for more information regarding underwriting deficiencies and requirements for completing post-purchase date data corrections.

Subject to the servicing defect remedies framework, in some instances in which the seller/servicer has breached its Lender Contract, Fannie Mae may allow the servicer to correct the servicing violation.

Subject to *Servicing Defect Remedies Framework,* in certain circumstances, Fannie Mae may provide the seller/servicer with an alternative to the immediate repurchase of the identified mortgage loan. In each case, Fannie Mae will notify the seller/servicer of the type and terms of the servicing alternative remedy. The alternatives, as described in the following table, may include one or more of the following, as determined by Fannie Mae's discretion.

Repurchase Alternative	Definition
Recourse	An agreement by the seller/servicer to provide recourse for the life of the mortgage loan or for some other specified time period.
Collateralized Recourse	Recourse as described above, with respect to which the seller/servicer's obligation is secured by a specified collateral account.

Repurchase Alternative	Definition
Indemnification Agreement	An agreement by the seller/servicer to indemnify, defend, and hold Fannie Mae harmless from any Fannie Mae losses relating to the mortgage loan.
Indemnification Payment	The amount that a party responsible for the servicing breach must pay to Fannie Mae to compensate Fannie Mae for all Fannie Mae losses that are based on, or result from, the seller/servicer's failure or alleged failure to satisfy its duties and responsibilities for mortgages or MBS pools it services for Fannie Mae under the provisions of the Lender Contract.
Collateralized Indemnification	Indemnification as described above, with respect to which the seller/servicer's obligation is secured by a specified collateral account.
Loss Share	An agreement between Fannie Mae and the seller/servicer to each pay a specified proportion of the losses that have arisen or may arise in the future relating to the mortgage loan.
Loss Reimbursement	An agreement by the seller/servicer to reimburse Fannie Mae for specified losses relating to the mortgage loan.

Subject to the servicing defect remedies framework, Fannie Mae will strive to apply the most appropriate remedy that is commensurate with the associated level of risk to compensate Fannie Mae for the harm caused by the violation.

Deferred Payment Obligations (DPO)

A DPO is defined as the unpaid portion of the MI claim where the failure to pay the full amount due is solely attributable to the mortgage insurer's financial inability to pay or its insolvency. Such a mortgage insurer shall be referred to as a "DPO mortgage insurer." Fannie Mae bears the risk of loss that a DPO related claim filed with a mortgage insurer for a properly delivered and serviced mortgage loan that meets all of Fannie Mae's eligibility requirements is not ultimately collectible. A mortgage insurer's financial inability to pay a claim or its insolvency is not considered to be a failure by the servicer to keep MI coverage in force, as otherwise required by A1-3-03, Repurchase Obligations Related to Bifurcated Mortgage Loans.

For a mortgage loan where there is a demand for repurchase or make whole payment amount due to Fannie

Mae because of a breach of the selling representations and warranties for a non-bifurcated loan, the servicer must remit the full amount of the repurchase price or make whole payment.

For a mortgage loan where there is a demand for repurchase or make whole payment amount due to Fannie Mae because of a breach of the selling representations and warranties for a bifurcated mortgage loan, the responsible party must remit the full amount of the bifurcated repurchase price or make whole payment to the servicer to remit to Fannie Mae. The repurchase price, make whole payment or bifurcated repurchase price must not be reduced by the DPO and must only include a credit for the MI payment actually paid by the MI company.

Fannie Mae will at all times retain the right to be indemnified according to Selling Guide A2-1-03, Indemnification for Losses.

The following table describes the Fannie Mae actions and servicer requirements once the responsible party completely satisfies its payment obligations to Fannie Mae with respect to the repurchase or make whole demand for a selling breach of a representation or warranty.

✓	**Once the responsible party completely satisfies all of its payment obligations to Fannie Mae with respect to the repurchase or make whole demand for a selling breach of a representation or warranty**
	Fannie Mae agrees to execute such documents as are necessary to convey all its rights to the DPO to the responsible party.
	The responsible party will succeed to all of Fannie Mae’s rights, title and interest in any remaining DPO on the subject mortgage loan. Fannie Mae will no longer have any claim to the remaining DPO, if any, pending on the subject mortgage loan.
	• For a non-bifurcated loan the servicer must then notify the DPO mortgage insurer that any future DPO payments must be remitted to the responsible party (or through the servicer to the responsible party) and not to Fannie Mae. • For a bifurcated loan the servicer and responsible party must work together to notify the DPO mortgage insurer that any future DPO payments or investor premium refunds must be remitted to the responsible party and not to the servicer or to Fannie Mae.
	The responsible party becomes the owner of the mortgage loan or acquired property if a repurchase or bifurcated repurchase price has been paid in full.

In the event the servicer receives a DPO payment or investor premium refund from a mortgage insurer after Fannie Mae has been made whole on a mortgage loan by a responsible party, the servicer must promptly remit those payments to the responsible party. It is the responsibility of the responsible party to pursue the collection from the DPO mortgage insurer of any DPO or investor premium refunds, if applicable, that are outstanding following Fannie Mae’s receipt of the repurchase price, bifurcated repurchase price or make whole funds.

Calculation of Indemnification Claim for Loss of Mortgage Insurance Benefits

As a result of an indemnification claim for the loss of the MI benefit due to a servicing breach, Fannie Mae may demand that the servicer indemnify Fannie Mae with respect to the insurance benefit that would have been paid by the mortgage insurer if the claim had been allowed. If the indemnification claim for the loss of the MI benefit due to a servicing breach involves a DPO mortgage insurer, Fannie Mae will calculate the indemnification claim as the amount it would have received in MI benefits from the DPO mortgage insurer if the claim had been allowed and if the servicer had not committed a servicing breach. As the DPO mortgage insurer's regulator approves additional payments on the claims outstanding, Fannie Mae will bill the servicer for any increases in the amount payable on such claims after the initial indemnification claim is filed.

For example, if the DPO mortgage insurer is paying allowed claims at a rate of 60%, and a $30,000 claim is denied in full or coverage is cancelled due to a servicing breach, Fannie Mae's current indemnification claim to the servicer for the loss of the MI benefit would be for 60% of the $30,000 claim, or $18,000 ($30,000 x 60%). If the DPO mortgage insurer is later permitted to increase the cash payment (and as a result, decrease the DPO) on such allowed claims from 60% to 70%, Fannie Mae will bill the servicer for an additional 10% of the amount Fannie Mae estimated would have constituted the MI benefit if the claim had been allowed, or $3,000 ($30,000 x 10%). The servicer is reminded that Fannie Mae is not limited to indemnification as a remedy when the servicer breaches the Lender Contract.

The servicer should contact mi_mail@fanniemae.com with questions regarding the DPO billings.

Recent Related Announcements

The table below provides references to recently issued Announcements that are related to this topic.

Announcements	Issue Date
Announcement SVC-2023-05	October 11, 2023
Announcement SVC-2021-07	October 13, 2021
Announcement SVC-2021-01	January 20, 2021
Announcement SVC-2020-04	September 9, 2020

A1-3-03, Repurchase Obligations Related to Bifurcated Mortgage Loans (02/15/2017)

Introduction
This topic contains the following:

- Overview
- Issuance of Repurchase Request, Request for a Make Whole Payment, or Request for Indemnification
- Issuance of Repurchase Statement
- Remittance of Bifurcated Repurchase Price and Appeal Process
- Servicer's Failure to Comply
- Hiring of Servicer
- Fannie Mae Custodial Collection Account
- Processing of Funds Following Remittance of the Bifurcated Repurchase Price
- Sharing of Information
- Documentation Retention
- Release of Records
- Conflict of Interest
- Disputes Between the Responsible Party and Servicer

Overview

A bifurcated mortgage loan is a mortgage loan or property for which the current servicer is not the responsible party for the selling representations and warranties and/or for the prior servicing responsibilities or liabilities. A bifurcated mortgage loan that has not been foreclosed upon is referred to as an active bifurcated mortgage loan. A bifurcated mortgage loan that has been through foreclosure or Mortgage Release but has not been sold by Fannie Mae is referred to as an acquired bifurcated property.

Issuance of Repurchase Request, Request for a Make Whole Payment, or Request for Indemnification

Subject to the origination defect remedies framework outlined in the *Selling Guide* and *Servicing Defect Remedies Framework* in A1-3-02, Fannie Mae-Initiated Repurchases, Indemnifications, Make Whole Payment Requests and Deferred Payment Obligations, when Fannie Mae identifies a selling or servicing defect on a bifurcated mortgage loan that results in Fannie Mae electing a repurchase, a make whole payment, or an indemnification payment as the remedy for the breach, Fannie Mae will issue the notice of servicing defect or a demand for a servicing remedy to the party Fannie Mae believes is the breaching responsible party.

If the responsible party is not the current servicer, the responsible party is obligated to promptly notify the current servicer of Fannie Mae's notice of servicing defect. The servicer of a bifurcated mortgage loan is responsible for cooperating with the responsible party to correct a servicing defect. As outlined in A2-1-01, General Servicer Duties and Responsibilities, the servicer must pay all out-of-pocket costs and expenses incurred in performing its servicing obligations, notably those related to property preservation and protection, enforcement of judicial proceedings, and handling of acquired properties.

If Fannie Mae declines to pre-approve or reimburse the servicer for such servicing advances because Fannie Mae believes that the unapproved costs and expenses are the result of a servicing violation, the servicer must still perform its servicing obligations and preserve and protect the security property, move to enforce the judicial proceedings, and manage and dispose of the acquired properties as required by the Lender Contract.

If the servicer believes that it is not the party responsible for the servicing violation and that the servicing advances it incurred should be reimbursed by a prior servicer or other third party, the servicer may demand

reimbursement from such third party pursuant to the terms of any agreement it may have with such prior servicer or other third party.

If Fannie Mae requests an indemnification payment on a bifurcated mortgage loan, the responsible party must remit the indemnification funds directly to Fannie Mae.

If Fannie Mae determines that the appropriate remedy is a repurchase or make whole payment on a bifurcated mortgage loan, the current servicer will be responsible for

- managing the repurchase of an active bifurcated mortgage loan or acquired bifurcated property,
- receiving the repurchase funds or make whole payments from the responsible party, and
- promptly remitting all funds to Fannie Mae in accordance with the *Servicing Guide* on this topic.

The servicer that services a bifurcated mortgage loan must comply with all of the terms of the *Servicing Guide*, except as provided in this topic.

The responsible party for a bifurcated mortgage loan that is subject to a demand for a servicing remedy can appeal by following the appeal process described in *Servicer Responses to a Demand* in A1-3-02, Fannie Mae-Initiated Repurchases, Indemnifications, Make Whole Payment Requests and Deferred Payment Obligations. No additional time will be granted for the appeal or for the remittance of payments because the request involves a bifurcated mortgage loan.

If the seller/servicer believes it is not the responsible party, it must promptly notify Fannie Mae that it disputes being the responsible party for the bifurcated mortgage loan. Fannie Mae's determination of responsible party is final. See E-3.2-14, Addressing Title Defects for Bifurcated Mortgage Loans for information on the servicer's responsibilities related to title defects.

Issuance of Repurchase Statement

All servicers of bifurcated mortgage loans must establish and communicate a unique email address that is designated for responsible parties to use to request a repurchase statement.

Make Whole Payment or Acquired Bifurcated Property Transactions: Prior to paying the bifurcated repurchase price, as defined below, the responsible party must obtain a loss statement from Fannie Mae. The loss statement issued on a bifurcated mortgage loan is a statement of the partial amount due to Fannie Mae for a make whole payment or purchase of an acquired bifurcated property, since it does not include the servicer repurchase portion, as defined below. The loss statement is obtained by accessing Fannie Mae's Loan Quality Connect. If the loss statement is not available on Loan Quality Connect or the responsible party does not have Loan Quality Connect access, it may be obtained by submitting a request to the Centralized Repurchase Team (see F-4-02, List of Contacts).

The responsible party must promptly contact the servicer at its designated email address to request a statement of the full amount due to Fannie Mae (a repurchase statement).

When it requests the repurchase statement from the servicer, the responsible party must provide the servicer with a copy of a current loss statement.

Active Bifurcated Mortgage Loan Transactions: The servicer must calculate the bifurcated repurchase price for an active bifurcated mortgage loan from its books and records. The responsible party must promptly

contact the servicer at its designated email address to request the repurchase statement. No loss statement will be available from Fannie Mae for an active bifurcated mortgage loan.

The servicer must forward an accurate and complete repurchase statement for the bifurcated mortgage loan at issue to the responsible party within ten business days of Fannie Mae's or the responsible party's request, once the responsible party has indicated that it will pay the full amount due. It is the responsible party's duty to notify the servicer that it has agreed to pay the full amount due. The current servicer is authorized and directed to issue the repurchase statement to sellers/servicers that are identified either by the seller/servicer or by Fannie Mae as the responsible party for an outstanding payment obligation on a bifurcated mortgage loan.

Calculation of Bifurcated Repurchase Price for a Bifurcated Mortgage Loan: The sum of the "Fannie Mae repurchase portion" (defined below) and the "Servicer repurchase portion" (defined below), less credits for the "PMI payment credits" and "Fannie Mae payments" (each defined below) will equal the "bifurcated repurchase price" for a bifurcated mortgage loan. The amount quoted by the servicer on the repurchase statement must equal the bifurcated repurchase price.

The bifurcated repurchase price for a bifurcated mortgage loan is calculated in accordance with the steps outlined in the following table.

Step	Servicer Action
1	Determine the Fannie Mae repurchase portion, which is defined as the sum of • the UPB, with adjustments for any active bifurcated mortgage loan as required in the *Servicing Guide;* • interest on an active bifurcated mortgage loan calculated in accordance with the *Servicing Guide*, plus delinquent interest, plus imputed interest on either an acquired bifurcated property or a make whole payment; and • expenses that Fannie Mae has incurred, including, without limitation, advances for which Fannie Mae has previously reimbursed the servicer, and any fees and costs that are otherwise due to Fannie Mae under the servicer's and responsible party's Lender Contract.
2	Determine the servicer repurchase portion, which is defined as any and all fees and costs that the servicer has incurred in servicing the bifurcated mortgage loan that are eligible for reimbursement according to the terms of the *Servicing Guide* but which have not been reimbursed. These fees and costs may include, without limitation: • escrow advances for T&I, and • corporate advances for items such as property preservation fees, attorney fees, and costs.
3	Add the Fannie Mae repurchase portion and the servicer repurchase portion.
4	Subtract credits for PMI payment credits (as hereafter defined) and for Fannie Mae payments (as defined below).

"Fannie Mae payments" are defined as any amount that Fannie Mae or the servicer may have received from

- the sale of the acquired bifurcated property;
- any escrow proceeds, net rental, or other income; and
- a third party as compensation for amounts that are directly related to the risk of owning the relevant mortgage loan, such as certain compensatory fees or indemnification amounts that Fannie Mae, in its sole discretion, has assessed against and collected from a party other than the responsible party.

> **Note:** "Fannie Mae payments" do not include any loan level price adjustments or risk fees collected at delivery or post-delivery of the mortgage loan.

"PMI payment credits" are defined as

- the amount of any rescinded MIPs that were refunded by the primary MI company on a lender-paid or borrower-paid MI policy that were not due to the borrower as a result of the fact that they were paid to the borrower covering the time following payoff of the mortgage loan (the "investor premium refunds");
- any amounts received from borrowers following the rescission or cancellation of MI that the servicer collected under the terms of the mortgage loan from the borrower for MI payments which the servicer will hold as loss reserve payments; and
- any other payments that have been received by the servicer or Fannie Mae from the primary mortgage insurer, including any payments made on claims filed.

Fannie Mae will not pay the servicer a termination fee when there is a repurchase of an active bifurcated mortgage loan or acquired bifurcated property. The servicer must not assess late charges or other fees to the responsible party due to any possible delay by the responsible party in remitting the bifurcated repurchase price to the servicer.

Credits on Repurchase Statements: The repurchase statement must include credits for "PMI payment credits," and for any "Fannie Mae payments," both as defined above, that the servicer is aware of plus any credits Fannie Mae reports to the servicer that it has received via the loss statement or such other method as determined by Fannie Mae.

Remittance of Bifurcated Repurchase Price and Appeal Process

Active Bifurcated Mortgage Loan Repurchases: When the current servicer for an active bifurcated mortgage loan will continue to service the mortgage loan for the responsible party following the repurchase, the responsible party must pay the servicer the bifurcated repurchase price in sufficient time so that the servicer can remit the bifurcated repurchase price to Fannie Mae within 60 days of the repurchase request (or with its next scheduled remittance following the completion of the 60–day period) unless a proper appeal is made by the responsible party, or a proper impasse or management escalation or IDR process is pending, in which event payment will be due, if applicable. The appeal process for a repurchase request on an active bifurcated mortgage loan in which the servicing is not being transferred is described in *Servicer Responses to a Demand* in A1-3-02, Fannie Mae-Initiated Repurchases, Indemnifications, Make Whole Payment Requests and Deferred Payment Obligations.

When the current servicer will not continue to service the bifurcated mortgage loan following the repurchase, the responsible party must notify Fannie Mae as described in A2-7-03, Post-Delivery Servicing Transfers that there will be a servicing transfer on an active bifurcated mortgage loan. The responsible party must work with the new servicer to provide all necessary legal notices to the borrower. All servicing transfers due to the

repurchase of an active bifurcated mortgage loan must occur at month end as quickly as reasonably possible following Fannie Mae's repurchase request or reaffirmation of the repurchase request.

When the bifurcated repurchase price is remitted by the responsible party to the servicer on an active bifurcated mortgage loan with a scheduled/scheduled or scheduled/actual remittance schedule, the responsible party is required to remit the bifurcated repurchase price to the servicer no less than two business days prior to the end of the month.

Acquired Bifurcated Property Repurchases: A responsible party must pay the servicer the bifurcated repurchase price in sufficient time so that the servicer can remit the bifurcated repurchase price to Fannie Mae within 60 days after the responsible party's receipt of the repurchase request on an acquired bifurcated property, unless a proper appeal is made by the responsible party, or a proper impasse or management escalation or IDR process is pending, in which event payment will be due, if applicable. See *Servicer Responses to a Demand* in A1-3-02, Fannie Mae-Initiated Repurchases, Indemnifications, Make Whole Payment Requests and Deferred Payment Obligations.

For acquired bifurcated properties, the servicer must identify for the responsible party the days on which it will accept the remittance of the bifurcated repurchase price and transfer the acquired bifurcated property to the responsible party. These repurchase days must be scheduled to occur at least twice a month and no less than every 15 days. Once a servicer has issued a repurchase statement on an acquired bifurcated property, the responsible party is required to remit the bifurcated repurchase price to the servicer on the date that is no less than two business days prior to the day in which the servicing of the acquired bifurcated property will change from the servicer servicing the acquired bifurcated property for Fannie Mae to the current or new servicer servicing the acquired bifurcated property on behalf of the responsible party or its successor or assigns.

Make Whole Payment: A responsible party must pay the servicer for remittance to Fannie Mae the bifurcated repurchase price (which in this instance is equal to the make whole payment) within 60 days after receipt of the make whole payment request unless a proper appeal is made, or a proper impasse or management escalation or IDR process is pending, in which event payment will be due, if applicable. See *Servicer Responses to a Demand* in A1-3-02, Fannie Mae-Initiated Repurchases, Indemnifications, Make Whole Payment Requests and Deferred Payment Obligations.

Responsible Party and Servicer's Obligation: The responsible party is also responsible for any interest that accrues as part of the bifurcated repurchase price if it elects to remit the bifurcated repurchase price to the servicer earlier than two business days prior to month end for an active bifurcated mortgage loan, or on the dates specified by the servicer for the transfer of the acquired bifurcated property. The servicer must take no longer than two business days from the date the servicer receives the bifurcated repurchase price from the responsible party to remit the Fannie Mae repurchase portion to Fannie Mae for an acquired bifurcated property or make whole payment. The effective date of the repurchase is the date that the servicer receives the bifurcated repurchase price from the responsible party.

Application of Bifurcated Repurchase Price: The servicer must first retain the servicer repurchase portion (as described above) of the bifurcated repurchase price to reimburse itself for amounts due it by Fannie Mae that are reimbursable under the Lender Contract, but which have not been reimbursed. In the event the responsible party remits an amount less than the bifurcated repurchase price to the servicer, the servicer must deduct the servicer repurchase portion and remit any remaining funds to Fannie Mae as a partial payment of the Fannie Mae repurchase portion. Fannie Mae will seek the balance of the bifurcated repurchase price from the responsible party.

The servicer must handle DPOs in accordance with A1-3-02, Fannie Mae-Initiated Repurchases, Indemnifications,

Make Whole Payment Requests and Deferred Payment Obligations.

Servicer's Failure to Comply

In the event the servicer fails to issue the repurchase statement within ten business days of the responsible party's request for the repurchase statement (provided that the responsible party has provided the servicer with a loss statement for an acquired bifurcated property or make whole payment), and/or the servicer exceeds the required time frame in remitting the bifurcated repurchase price to Fannie Mae, the servicer will be responsible for any delinquent or imputed interest assessed by Fannie Mae for the number of days the servicer exceeds the designated time frames, and for any additional fees or costs that may be incurred due to the delay. The servicer must add its own funds in the remittance of the Fannie Mae repurchase portion to Fannie Mae to make up for any interest, fees, or costs assessed due to its failure to comply with the designated time frames.

Hiring of Servicer

It is the obligation of the responsible party as the new owner of the bifurcated mortgage loan or acquired bifurcated property to either service the mortgage loan or bifurcated property itself following the effective date of repurchase, or to hire an entity to service the mortgage loan. The current servicer is not permitted to service the active bifurcated mortgage loan or acquired bifurcated property for the responsible party under the terms of the Lender Contract following repurchase, as the servicing contract between Fannie Mae and the servicer for such mortgage loan terminates with the repurchase.

The responsible party must at all times keep the best interests of the borrower in mind when transferring the servicing of a bifurcated mortgage loan. For example, this might include delaying the servicing transfer a month at its own expense in the event all steps necessary to assure a smooth transfer of the servicing have not been completed at the time the RESPA notices are required to be mailed to the borrower, if applicable.

Promptly after asking the servicer for a repurchase statement for an active bifurcated mortgage loan or an acquired bifurcated property, the responsible party must advise the servicer of the name of the legal entity that will be servicing the active bifurcated mortgage loan or acquired bifurcated property following its payment of the amount due. This notification must include the name of a contact at the new servicer that the current servicer can work with to properly complete the servicing transfer.

Fannie Mae Custodial Collection Account

The servicer must deposit the Fannie Mae repurchase portion in one or more P&I custodial accounts that it has established for Fannie Mae in accordance with A4-1-02, Establishing Custodial Bank Accounts. All funds related to the bifurcated repurchase price that are received for a bifurcated mortgage loan must be credited to the custodial account no later than one business day after they are received.

Processing of Funds Following Remittance of the Bifurcated Repurchase Price

In the event the servicer receives any PMI payment credits or DPO payments following its receipt and remittance of the bifurcated repurchase price from the responsible party, the servicer must promptly remit these funds directly to the responsible party within 15 business days of their receipt. The servicer must remit

these custodial funds to the responsible party on behalf of Fannie Mae and must not reduce the amount of the PMI payment credits or DPO payments by any amounts the responsible party may owe the servicer outside of the Lender Contract.

In the event Fannie Mae has, in its sole discretion, assessed any compensatory fees or made any demands for indemnification from a party other than the responsible party in connection with the mortgage loan and the amount assessed is considered an investor loss that would have reduced the bifurcated repurchase price if it had been paid prior to Fannie Mae's receipt of the bifurcated repurchase price, Fannie Mae agrees to use reasonable efforts to forward such amounts it has collected directly to the responsible party upon receipt. Fannie Mae is not obligated to pursue collection of such amounts following receipt of the bifurcated repurchase price.

Sharing of Information

The servicer and responsible party must cooperate with each other in promptly sharing information necessary to substantiate the amounts identified on the repurchase statement. The servicer must provide the responsible party with documentation reasonably necessary to support all amounts included on the repurchase statement within ten business days of the responsible party's written request.

If the repurchase or make whole payment request involving a bifurcated mortgage loan is based exclusively on a breach of a selling representation or warranty, the servicer is not authorized to share with the responsible party any of the servicing records including collection notes, other than data/documents needed to substantiate the bifurcated repurchase price. For example, payment histories to validate the LPI or copies of mortgage loan modification documents needed to validate the mortgage loan modification terms or preliminary servicing transfer data reasonably necessary to transfer servicing if the servicing is to be transferred may be shared. Once the parties have agreed to the servicing transfer date for an active bifurcated mortgage loan, the current servicer is authorized to provide the responsible party, or its designee, the information it needs to meet all time-critical deadlines such as the dates of scheduled mediation or litigation hearings, tax sales, foreclosure sale dates, etc., that are scheduled to take place shortly after the transfer date.

Documentation Retention

The servicer and the responsible party must maintain the original documents related to the origination and servicing of the mortgage loans. The fact that a bifurcated mortgage loan is involved does not change the servicer's obligation as servicer to maintain the complete mortgage loan servicing file and all other documents related to the servicing of the bifurcated mortgage loan.

The servicer and the responsible party must keep

- all of the individual mortgage loan records, including, but not limited to those identified in *Post-Closing Loan File Document Checklist*, (Form 1032);
- any and all servicing records for the time it serviced the bifurcated mortgage loan;
- the servicing records for the time any prior servicer serviced the bifurcated mortgage loan; and
- the servicing records for a bifurcated mortgage loan for at least four years from the date Fannie Mae is paid in full unless applicable law requires longer retention or Fannie Mae specifies that the records must be retained for a longer period. The responsible party must make copies of the mortgage loan records

available to Fannie Mae upon its request.

The servicer and the responsible party must be able to retrieve and reproduce a complete, accurate, and clear copy of the individual mortgage loan file and servicing documentation in its original format for the time it may have serviced the bifurcated mortgage loan upon request by Fannie Mae, in accordance with the requirements of the *Selling* and *Servicing Guides* regarding retention and storage of records. Following the repurchase of the active bifurcated mortgage loan, the acquired bifurcated property, or the remittance of the make whole payment, the servicer and responsible party agree to make available to Fannie Mae or its designee at no cost to Fannie Mae, information, data, or documents related to the active bifurcated mortgage loan, the liquidation of the acquired bifurcated property, or the remittance of the make whole payment as may reasonably be requested or required by Fannie Mae any time prior to four years following the date Fannie Mae is paid in full.

Release of Records

Following Fannie Mae's receipt of the bifurcated repurchase price, the responsible party is entitled to receive a copy of the records related to the origination and servicing of the bifurcated mortgage loan or the acquired bifurcated property, upon its request. The responsible party must advise the servicer which records, if any, it wishes to receive. The servicer must use commercially reasonable efforts to deliver all requested records to the responsible party or its designee.

Once Fannie Mae has received the bifurcated repurchase price for the active bifurcated mortgage loan or acquired bifurcated property, the current servicer will no longer be servicing the active bifurcated mortgage loan or acquired bifurcated property for Fannie Mae. The current servicer's obligations to indemnify Fannie Mae, to maintain records, and to comply with the relevant terms of the *Servicing Guide* post-transfer will survive the repurchase or make whole payment.

Conflict of Interest

The servicer is not permitted to use its relationship as a servicer with Fannie Mae as an opportunity to collect from the responsible party any amounts that may be independently due the servicer from the responsible party. To the extent the servicer and the responsible party have separate contracts outstanding between them in which other fees are due the servicer, such as servicing release premiums, excess fee amounts, etc., those amounts must be separately billed by the servicer to the responsible party and must not be tied in any way to the bifurcated repurchase price due Fannie Mae. Any attempt by the servicer to combine the amounts due or to refuse to accept any payment that does not also include other amounts which may be due from the responsible party to the servicer outside of the Lender Contract, will violate the policy described in *Selling Guide A3-4-01, Confidentiality of Information*.

Disputes Between the Responsible Party and Servicer

Any disputes between the servicer and the responsible party about amounts due between them under separate contracts must not delay or interfere with the responsible party's obligation to Fannie Mae to promptly repurchase the bifurcated mortgage loan, acquired bifurcated property, or remit the make whole payment. In the event the responsible party has a good faith dispute about the calculation of the bifurcated repurchase price, even after the servicer has provided documentation to support the amount due, the servicer and responsible party must work together to resolve the dispute and remit the bifurcated repurchase price within

the time frame required in *Remittance of Bifurcated Repurchase Price and Appeal Process.*

Recent Related Announcements

There are no recently issued Announcements related to this topic.

A1-3-04, Reporting the Repurchase (10/11/2023)

Introduction
This topic contains the following:

- Overview
- Repurchase of an Acquired Property
- Repurchase of a Second-Lien Mortgage Loan

Overview

This topic provides requirements for reporting repurchases to Fannie Mae.

The servicer must also report repurchases under the process described in the Investor Reporting Manual.

Repurchase of an Acquired Property

As soon as Fannie Mae receives the full amount of the repurchase proceeds, it will execute a quit-claim deed to convey the property to the responsible party (and will work with the responsible party to ensure that the reconveyance deed is appropriately recorded in the land records).

Repurchase of a Second-Lien Mortgage Loan

If the repurchase relates to a defaulted second-lien mortgage loan for which Fannie Mae advanced funds, the servicer must contact its Fannie Mae Servicing Representative (see F-4-02, List of Contacts) on how to report the repurchase (and how to remit the funds). Fannie Mae also instructs the servicer about how the servicer must report the repurchase (and remit the funds) when the servicer repurchases an acquired property after it submits an REOgram™ to Fannie Mae and the mortgage loan has been removed from Fannie Mae's investor reporting system records.

Recent Related Announcements

The table below provides references to recently issued Announcements that are related to this topic.

Announcements	Issue Date
Announcement SVC-2023-05	October 11, 2023

A1-3-05, Redelivering a Mortgage Loan (11/12/2014)

Fannie Mae may allow the redelivery of a mortgage loan that was repurchased by the responsible party, as long as the defect making the mortgage loan ineligible has been corrected and it meets Fannie Mae's current underwriting standards. This includes mortgage loans repurchased due to MI rescissions, claim denials, or mortgage insurer-initiated cancellation of coverage. The terms for redelivery of mortgage loans previously repurchased from Fannie Mae will be considered on a case-by-case basis at Fannie Mae's sole discretion, on a negotiated basis.

> **Note**: Fannie Mae will not accept redelivery of a mortgage loan that was required to be repurchased by a secondary market investor, GSE, or private institutional investor other than Fannie Mae even if the identified defect has been corrected and the mortgage loan may otherwise meet Fannie Mae requirements.

A mortgage loan that a lender repurchased from another investor or GSE that was delivered in error to that investor or GSE is eligible for delivery to Fannie Mae as long as it meets all current requirements.

In the event a mortgage loan is deemed ineligible for redelivery to Fannie Mae or rejected by Fannie Mae upon redelivery, any future losses incurred after repurchase are the responsibility of the responsible party and not Fannie Mae.

Recent Related Announcements

There are no recently issued Announcements related to this topic.

A1-3-06, Automatic Reclassification of MBS Mortgage Loans (10/13/2021)

Introduction
This topic contains the following:

- Selecting MBS Mortgage Loans for Reclassification by Fannie Mae

- Changes to the Servicer's Records

Selecting MBS Mortgage Loans for Reclassification by Fannie Mae

An MBS mortgage loan typically must be removed from its MBS pool no later than when the mortgage loan is 24 months past due, in accordance with *Mandatory Repurchase of Certain MBS Mortgage Loans* in A1-3-02, Fannie Mae-Initiated Repurchases, Indemnifications, Make Whole Payment Requests and Deferred Payment Obligations. Rather than requiring the servicer to repurchase certain delinquent MBS mortgage loans that are serviced under the special servicing option—those for which Fannie Mae has the entire foreclosure loss risk and those for which Fannie Mae and the servicer share the foreclosure loss risk, with Fannie Mae having the responsibility for marketing the acquired property—Fannie Mae will reclassify a conventional mortgage loan that satisfies its selection criteria as an actual/actual remittance type portfolio mortgage loan (however, PFP mortgage loans with an original scheduled/scheduled remittance type will remain a scheduled/scheduled remittance type even after being removed from the pool).

Generally, Fannie Mae will select special servicing option delinquent MBS mortgage loans for reclassification when the mortgage loan is 24 months past due, as measured by the LPI date. However, when applicable, reclassification will occur earlier than 24 months delinquency when the mortgage loan is:

- paid in full, or where the related lien is released or charged-off;
- repurchased by a seller/servicer under applicable selling and servicing requirements;
- entering a permanent modification, which generally requires it to be removed from the MBS pool. During any modification trial period, the loan will remain in the MBS until the trial period ends;
- subject to a short sale or Mortgage Release; or
- referred to foreclosure.

> **Note:** MBS mortgage loans subject to a payment deferral will not be selected for automatic reclassification (see F-1-25, Reclassifying or Voluntary Repurchasing an MBS Mortgage Loan).

Additionally, Fannie Mae will generally select regular servicing option MBS mortgage loans - those for which the servicer has the entire foreclosure loss risk and those for which Fannie Mae and the servicer share the foreclosure loss risk, with the servicer having the responsibility for marketing the acquired property - for reclassification when the mortgage loan reaches six consecutive months of delinquency based on LPI date.

The servicer must follow the procedures in F-1-25, Reclassifying or Voluntary Repurchasing an MBS Mortgage Loan for handling the mortgage loans that Fannie Mae has selected for reclassification.

All MBS mortgage loans (regular servicing and special servicing option mortgage loans) removed from MBS pools will be held in Fannie Mae's portfolio subject to repurchase requirements. The servicer remains responsible for the recourse obligation on a regular servicing option mortgage loan that is removed from the pool and held in Fannie Mae's portfolio. For more details, see A1-3-02, Fannie Mae-Initiated Repurchases, Indemnifications, Make Whole Payment Requests and Deferred Payment Obligations.

Changes to the Servicer's Records

The servicer must change its internal records to reflect the appropriate reclassification remittance type, as described in the Investor Reporting Manual and F-1-25, Reclassifying or Voluntary Repurchasing an MBS Mortgage Loan.

Recent Related Announcements

The table below provides references to recently issued Announcements that are related to this topic.

Announcements	Issue Date
Announcement SVC-2021-07	October 13, 2021
Announcement SVC-2021-01	January 20, 2021
Announcement SVC-2020-04	September 9, 2020

Chapter A1-4, Breach of Contract and Nonperformance

Introduction

This chapter contains information for understanding breach of contract and nonperformance

Section A1-4.1, Remedies Available to Fannie Mae

A1-4.1-01, Defining a Breach of Contract (06/21/2017)

Any of the following events constitute a breach of the servicer's contractual obligations:

- The servicer's failure to comply with any provision of the Lender Contract including, but not limited to, the following:
    - a failure to establish and maintain satisfactory accounts for the deposit of Fannie Mae's and borrowers' funds;
    - the use of Fannie Mae's or borrowers' funds in any manner other than as permitted by this

Servicing Guide including, but not limited to

- the failure to deposit all funds collected for the mortgage loans into the proper custodial account not later than the first business day following their receipt, or
- the failure to remit all funds due Fannie Mae within the required time frames;

- the failure to ensure that the servicing-related policies for servicing all Fannie Mae-issued MBS mortgage loan pools (including those PFP) are in compliance with this *Servicing Guide* and that the mortgage loans in the MBS pools are all serviced in a consistent manner;
- the failure to bear the risk of loss from borrower defaults for MBS pools serviced under the regular servicing option;
- the failure to maintain adequate and accurate accounting records and mortgage loan servicing records, in accordance with Fannie Mae's requirements;
- the failure to take prompt and diligent action consistent with applicable law to collect sums past due on the mortgage loans or to take any other diligent action that Fannie Mae or acceptable industry practice reasonably requires with respect to mortgage loans that are in default; or
- the failure to take diligent action consistent with applicable law to foreclose any mortgage loan that is in default, whether or not resulting from the acts or omissions of a law firm or other person or entity the servicer chooses to effect such foreclosure.

- Unacceptable performance as determined by Fannie Mae with regard to the servicer's compliance with the Lender Contract, including, but not limited, to servicer performance measurements as described in the *Servicing Guide*, STAR Program results and the requirements of any written performance improvement plan.
- The servicer's insolvency, the adjudication of the servicer as a bankrupt, the appointment of a receiver, the servicer's execution of a general assignment for the benefit of its creditors, or any change in the servicer's financial status that, in Fannie Mae's opinion, materially and adversely affects its ability to provide satisfactory servicing of the mortgage loans (if any of these events should occur, no interest in any mortgage loan or pool of mortgage loans shall be deemed an asset or liability of the servicer's successors or assigns, nor shall any interest pass by operation of law without Fannie Mae's consent).
- The sale of a majority interest in the servicer or a change in the corporate status or structure of a corporate servicer without Fannie Mae's prior written consent.
- A change in the servicer's financial or business condition, or in its operations, which, in Fannie Mae's sole judgment, is material and adverse.
- The servicer's failure to meet Fannie Mae's standards and requirements for eligible servicers if, in Fannie Mae's opinion, the failure materially and adversely affects the servicer's ability to comply with the provisions of the Lender Contract.
- The finding by a court of competent jurisdiction that the servicer, or any of its principal officers, has committed an act that constitutes civil fraud, or the conviction of the servicer or its officer(s) for any criminal act that is related to the servicer's mortgage loan servicing activities, if Fannie Mae believes that such act materially and adversely affects the servicer's reputation or the reputation or interests of Fannie Mae.
- The placement of the servicer on probation or restriction of its activities in any manner by a federal or state government agency that would materially and adversely affect the servicer's ability to comply with the terms or conditions of the Lender Contract.
- Any judgment, order, finding or regulatory action to which the servicer is subject that would materially

and adversely affect the servicer's ability to comply with the terms or conditions of the Lender Contract.

Recent Related Announcements

There are no recently issued Announcements related to this topic.

A1-4.1-02, Fannie Mae's Remedies (09/09/2020)

Introduction
This topic contains the following:

- Overview
- Overview of Remedies
- Imposition of Sanctions
- Suspension of New Servicing
- Fannie Mae's Termination For Cause
- Alternatives to Contract Termination

Overview

Fannie Mae has remedies available in the event of the seller/servicer's breach of contract and nonperformance. All rights and remedies under the Lender Contract are distinct, cumulative, and non-exclusive, not only as to each other but as to any rights or remedies afforded by law or equity. They may be exercised together, separately or successively. Subject to the *Servicing Defect Remedies Framework* in A1-3-02, Fannie Mae-Initiated Repurchases, Indemnifications, Make Whole Payment Requests and Deferred Payment Obligations and the origination defect remedies framework in the *Selling Guide*, Fannie Mae has no obligation to pursue any specific remedy, and its decision to pursue one or more remedies does not waive, limit, or affect Fannie Mae's right to pursue any other remedy, and any remedies that are applied will, in Fannie Mae's sole judgment, be commensurate with the associated level of risk.

Overview of Remedies

Fannie Mae has remedies available in the event of the seller/servicer's breach of contract or nonperformance.

In lieu of exercising its right to terminate the Lender Contract or the servicer's servicing arrangement, Fannie Mae may pursue a variety of other remedies, either to correct a specific problem or to improve the seller/servicer's overall performance. Possible remedies include those identified in A1-3-02, Fannie Mae-Initiated Repurchases, Indemnifications, Make Whole Payment Requests and Deferred Payment Obligations, among others.

If Fannie Mae decides not to take action against the seller/servicer at any point in time, it does not mean that it condones any action or inaction by the seller/servicer that would be grounds for suspension or termination or that Fannie Mae is waiving its right to take action in the future.

Imposition of Sanctions

When Fannie Mae determines that the seller/servicer's performance of its selling and/or servicing obligations does not meet the standards in its Lender Contract, Fannie Mae may impose a formal sanction to give the seller/servicer official notice of its shortcomings and an opportunity to correct its deficiencies. Prior to imposing servicing sanctions, Fannie Mae generally gives the servicer notice of the contemplated action so the servicer can submit a written response or request a meeting with its Fannie Mae Servicing Representative (see F-4-02, List of Contacts).

The servicer's written response must include a description and explanation of any mitigating circumstances or specific proposals to satisfy Fannie Mae's objections to the servicer's performance of its servicing obligations under the Lender Contract. Fannie Mae reserves the right to omit these steps and take immediate action to terminate or suspend the Lender Contract at any time in accordance with the provisions thereof.

If any act, omission, or failure of performance by the servicer constitutes a breach of the Lender Contract, Fannie Mae is not obligated to impose a sanction prior to exercising its contractual right to terminate or suspend the servicing arrangement or all of its Lender Contract. If Fannie Mae initially chooses to place the servicer under a formal sanction, Fannie Mae can subsequently decide that termination or suspension is the more appropriate action and take immediate steps to effect the termination even if the terms of the sanction have not yet expired.

Suspension of New Servicing

Fannie Mae may suspend the servicer's right to add new mortgage loans to its Fannie Mae servicing portfolio whether those mortgage loans represent new mortgage loans Fannie Mae would purchase or securitize or existing Fannie Mae-owned or securitized mortgage loans that would be transferred from another servicer. The suspension of new servicing applies to all types of mortgage loans or to specific products, depending on the nature of the servicer's performance deficiencies.

Fannie Mae will specify a time period for each suspension. The exact suspension period will relate to the seriousness of the deficiencies and the anticipated time it will take to correct them. In some cases, Fannie Mae may specify a definite date on which the suspension will end. In other cases, Fannie Mae may state that the suspension is for an indefinite period. Fannie Mae usually specifies an indefinite period when it wants the servicer to satisfy certain conditions — such as the hiring of additional staff or reducing a high delinquency ratio and maintaining it at an acceptable level for a certain number of months — before it removes the suspension. Fannie Mae will specify the performance areas that must be improved to avoid termination of the servicing arrangement.

Fannie Mae may remove this sanction if the servicer accomplishes the expected improvement before the suspension period ends. If it appears that no improvement is forthcoming, Fannie Mae may decide, either at or before the end of the stated suspension period, that it is appropriate to terminate either with or without cause all or part of the servicing arrangement or the entire Lender Contract under the applicable provisions of the Lender Contract.

Fannie Mae's Termination For Cause

Fannie Mae may terminate the seller/servicer's Lender Contract, including its selling and/or servicing arrangement at any time with or without cause, in accordance with the Lender Contract. Fannie Mae will give the servicer a termination notice. Any responsibilities or liabilities related to specific portfolio or MBS mortgage loans that the servicer had before the termination will continue to exist after the termination unless Fannie Mae expressly agrees in writing to release the servicer from those responsibilities and liabilities.

As guarantor, Fannie Mae must be able to direct servicing to entities best suited to perform servicing functions to the extent the servicer is not able to meet its contractual obligations.

When Fannie Mae terminates the Lender Contract, the servicer must comply with instructions provided by Fannie Mae regarding requirements reasonably necessary to effectuate the transfer of servicing in connection with a termination. Fannie Mae may retain the servicing or hire a new servicer or subservicer to service the mortgage loans. Fannie Mae will negotiate a new servicing or subservicing fee with the entity that Fannie Mae hires to service the mortgage loans following termination of the servicer's rights to service the mortgage loans.

The servicer shall be responsible for all reasonable and customary costs and expenses related to the transfer of servicing in connection with a termination.

When Fannie Mae terminates a servicer's servicing arrangement for cause based on the servicer's breach of its Lender Contract related to its servicing arrangement or in connection with the termination of the entire Lender Contract, the servicer will have no further rights in the servicing of the mortgage loans it had been servicing for Fannie Mae. Fannie Mae will not pay a termination fee in such cases and it may make the termination effective immediately.

Alternatives to Contract Termination

The Lender Contract provides remedies to Fannie Mae for the seller/servicer's breach of contract and nonperformance. Subject to the Servicing Defect Remedies Framework in A1-3-02, Fannie Mae-Initiated Repurchases, Indemnifications, Make Whole Payment Requests and Deferred Payment Obligations, any remedies that are applied will, in Fannie Mae's sole judgment, be commensurate with the associated level of risk. In addition to termination, there are less stringent sanctions and/or additional requirements that Fannie Mae may impose as a condition for not terminating the Lender Contract. Some possible requirements are set forth in the *Guides*, including the following conditions that apply to sellers, servicers, and responsible parties that assume the selling representations and warranties or servicing responsibilities or liabilities:

- requiring the responsible party to indemnify Fannie Mae for actual and prospective Fannie Mae losses;
- requiring the responsible party to repurchase a mortgage loan or an acquired property;
- requiring the responsible party to remit a make whole payment;
- imposing a compensatory fee;
- imposing a suspension or some other formal sanction against the responsible party;
- requiring additional and more frequent financial and operational reporting;
- accelerating the processing and rebuttal time periods and payment of outstanding repurchases and repurchase/indemnification obligations;
- requiring the servicer to take steps to sell and transfer all of its Fannie Mae servicing, or portions thereof as designated by Fannie Mae, to an unrelated entity upon 90 days' written notice from Fannie Mae;

- limiting the responsible party from acquiring additional Fannie Mae servicing (over and above its existing servicing) in either its servicing or its subservicing portfolio;
- denying transfer of servicing requests or denying pledged servicing requests;
- modifying or suspending any contract or agreement with the responsible party, such as a variance or special requirement, including termination, suspension, or rescission of any variance approved under the terms thereof;
- requiring the responsible party to post collateral in the form of cash or cash equivalents reasonably acceptable to Fannie Mae in an amount determined by Fannie Mae based on the particular circumstances;
- imposing limits on trading desk transactions; and
- imposing some other formal sanction on the responsible party.

Fannie Mae may offset any obligations that it may owe the responsible party against any obligations the responsible party may owe Fannie Mae under any existing agreement, whether or not Fannie Mae has made any demand under such agreement and even though such obligations may not yet be immediately due.

Fannie Mae may pursue these alternative remedies for a variety of reasons, including when it believes the servicer should have an opportunity to correct the breach of the Lender Contract and their imposition will lead to a correction. Fannie Mae has no obligation to pursue any of these alternative remedies and its decision to pursue one or more of the remedies does not waive, limit or affect its ability to terminate the Lender Contract or one or more of the individual arrangements at any time that Fannie Mae deems it appropriate to do so under the provisions of the Lender Contract. Fannie Mae will strive to apply the most appropriate remedy that is commensurate with the associated level of risk to compensate Fannie Mae for the harm caused by the violation.

Fannie Mae is willing to work with the servicer and responsible party and consider other solutions that can correct or adequately address its concerns. Fannie Mae's decision not to take action against the servicer does not mean that Fannie Mae condones any action or inaction by the servicer, or that Fannie Mae is waiving its right to take action in the future.

Recent Related Announcements

The table below provides references to recently issued Announcements that are related to this topic.

Announcements	Issue Date
Announcement SVC-2020-04	September 9, 2020

Section A1-4.2, Imposition of Compensatory Fees

A1-4.2-01, Compensatory Fees Other Than Delays in the Liquidation Process (12/21/2022)

If Fannie Mae believes the servicer is failing to comply with Fannie Mae's servicing requirements, it may pursue a variety of remedies, either to correct a specific problem or to improve the servicer's overall performance. One possible remedy is the imposition of a compensatory fee to compensate Fannie Mae for damages and to emphasize the importance Fannie Mae places on a particular aspect of the servicer's performance. Sometimes, a compensatory fee will relate to the action the servicer took (or failed to take) for a specific mortgage loan. At other times, the compensatory fee may relate to the effect that the servicer's deficiencies may have on Fannie Mae's cash flow.

Fannie Mae may charge a compensatory fee in any of the following situations when it feels the imposition of a fee — which gives the servicer a financial incentive to correct its servicing problems — will improve the quality of the servicer's performance.

The following table describes some of the types of compensatory fees Fannie Mae may charge and the calculation of the relevant compensatory fee.

Compensatory Fee Category	Calculation of the Compensatory Fee
Delayed remittance of claim proceeds	In some cases, MI claim settlements serviced under the special servicing option are sent directly to the servicer in error. The servicer must remit the claim proceeds to Fannie Mae within the required time frames outlined in F-1-06, Filing an MI Claim for a Liquidated Mortgage Loan or Acquired Property. If the servicer does not remit the claim proceeds timely, Fannie Mae may impose a daily interest charge until it does receive them. This interest charge will be calculated at the prime rate that was in effect on the first business day of the month in which the remittance was due (as published in *The Wall Street Journal's prime rate index),* plus 3%.
Late confirmation of REOgram	The servicer must notify Fannie Mae of an acquired property in accordance with E-4.1-01, Notifying Fannie Mae of an Acquired Property. If Fannie Mae does not receive the REOgram confirmation as required, Fannie Mae may charge the servicer $100 a day until it does receive it. Fannie Mae will not enforce this fee if the servicer provides a reasonable explanation for the delay; however, the servicer must indemnify and hold Fannie Mae harmless against all Fannie Mae losses that result from its failure to submit the information to Fannie Mae in a timely manner.

Compensatory Fee Category	Calculation of the Compensatory Fee
Unauthorized transfer of servicing	The servicer must obtain Fannie Mae's prior approval of any transfer of servicing or subservicing as outlined in A2-7-03, Post-Delivery Servicing Transfers. If a servicer fails to obtain Fannie Mae's prior approval of any transfer of servicing, Fannie Mae may assess a compensatory fee that can vary depending on the circumstances and exercise any other available remedy; however, it will not exceed 1% of Fannie Mae's share of the aggregate UPB of the applicable mortgage loans being transferred.

<table>
<tr><th>Compensatory Fee Category</th><th colspan="3">Calculation of the Compensatory Fee</th></tr>
<tr><td rowspan="6">Late remittance of monthly collections</td><td colspan="3">The servicer must remit funds to Fannie Mae as outlined in the Investor Reporting Manual. If the servicer does not remit the funds or does not remit the funds when due, Fannie Mae may (in addition to exercising its other available remedies) charge the compensatory fees outlined in the following table to cover Fannie Mae’s internal administrative costs and risk.</td></tr>
<tr><td>Delayed Remittance</td><td>Formula for Calculation of Compensatory Fee</td><td>Compensatory Fees Not Less Than</td></tr>
<tr><td>First Instance</td><td>1. Multiply the calculated late remittance by the number of days the remittance is late, and then
2. Multiply that product by the sum of the prime interest rate*, plus 3%.</td><td>In any given month, not less than $250.</td></tr>
<tr><td>Second Instance (if it occurs within one year of the first instance)</td><td>1. Multiply the calculated late remittance by the number of days the remittance is late, and then
2. Multiply that product by the sum of the prime interest rate*, plus 3%.</td><td>In any given month, not less than $500.</td></tr>
<tr><td>Subsequent Instances (if they occur within one year of most recent instance)</td><td>1. Multiply the calculated late remittance by the number of days the remittance is late, and then
2. Multiply that product by the sum of the prime interest rate*, plus 3%.</td><td>In any given month, not less than $1,000.</td></tr>
<tr><td colspan="3">*Prime interest rate as published in The Wall Street Journal’s prime rate index.</td></tr>
</table>

Compensatory Fee Category	Calculation of the Compensatory Fee
Excessive amount of delinquent installments	Fannie Mae evaluates the servicer's delinquencies for actual/actual remittance type mortgage loans to determine their effect on its cash flow. In any given month, Fannie Mae may compare the amount of past due installments for the delinquencies the servicer reports to Fannie Mae to the total installments for all of the mortgage loans in its Fannie Mae servicing portfolio. If this ratio is too high, Fannie Mae will work with the servicer to establish a goal for improvement and a time frame for accomplishing the goal. If the goal is not met within the established time frame, Fannie Mae may charge the servicer a compensatory fee on that portion of the goal that is not met. Generally, the fee will be calculated at the prime rate that was in effect on the first business day of the month in which the remittance was due (as published in The Wall Street Journal's prime rate index), plus 3%. Fannie Mae may continue to charge a compensatory fee until the goal is met or until it becomes evident that Fannie Mae must consider more serious disciplinary actions, and may charge a higher compensatory fee as well.
Late submission of annual financial statements/reports	The servicer must submit its annual financial statements to Fannie Mae or Fannie Mae may charge a compensatory fee, as outlined in *Selling Guide A4-1-02, Submission of Financial Statements and Reports.*

<table>
<tr><th>Compensatory Fee Category</th><th colspan="2">Calculation of the Compensatory Fee</th></tr>
<tr><td rowspan="5">Late or inaccurate submission of delinquency status information or Fannie Mae investor reporting system reports</td><td colspan="2">The servicer must submit Fannie Mae investor reporting system reports as required in the Investor Reporting Manual and delinquency status information as outlined in D2-4-01, Reporting a Delinquent Mortgage Loan to Fannie Mae and F-1-21, Reporting a Delinquent Mortgage Loan via Fannie Mae’s Servicing Solutions System. If the servicer fails to submit accurate and properly formatted information by the required deadlines, Fannie Mae may assess compensatory fees to compensate for Fannie Mae’s internal administrative costs as outlined in the following table.
Note: Reporting of delinquency status information and Fannie Mae investor reporting system reports are independent monthly reporting activities, separately subject to compensatory fees.</td></tr>
<tr><td>Late or Inaccurate Monthly Reporting</td><td>Compensatory Fee</td></tr>
<tr><td>First Instance</td><td>Greater of $250 or $50 per mortgage loan up to a maximum of $5,000</td></tr>
<tr><td>Second Instance</td><td>Greater of $500 or $50 per mortgage loan up to a maximum of $10,000</td></tr>
<tr><td>Each Subsequent Instance (if it occurs within one year of the most recent prior instance)</td><td>Greater of $1,000 or $50 per mortgage loan up to a maximum of $15,000</td></tr>
<tr><td colspan="2">Fannie Mae reserves the right to elect instead of to hold the servicer liable for actual damages.
Instances of late reporting include, but are not limited to
• Failure to Comply with Reporting Deadlines - The servicer must comply with the reporting time frames outlined in D2-4-01, Reporting a Delinquent Mortgage Loan to Fannie Mae, F-1-21, Reporting a Delinquent Mortgage Loan via Fannie Mae’s Servicing Solutions System, and the Investor Reporting Manual, as applicable.
• Untimely Reporting of ARM Loan Conversions – The servicer must provide information about the conversion when it submits its monthly Fannie Mae investor reporting system reports to Fannie Mae as required by the Investor Reporting Manual.
• Delayed Remittance of Collections – The servicer must comply with the reporting time frames outlined in the Investor Reporting Manual.</td></tr>
</table>

Recent Related Announcements

The table below provides references to recently issued Announcements that are related to this topic.

Announcements	Issue Date
Announcement SVC-2022-08	December 21, 2022
Announcement SVC-2021-04	July 14, 2021

A1-4.2-02, Compensatory Fees for Delays in the Liquidation Process (02/13/2019)

Introduction
This topic contains the following:

- Overview
- Assessing the Foreclosure Time Frame
- Calculating Compensatory Fees

Overview

Periodically, Fannie Mae reviews the servicer's handling of seriously delinquent portfolio mortgage loans or MBS mortgage loans when serviced under the special servicing option to determine whether specific actions, such as referral to foreclosure, foreclosure sale, conveyance or claim filing, are being taken in a timely manner. Fannie Mae reserves the right to review any seriously delinquent mortgage loan and pursue any remedy available to it for delays when it deems appropriate, which may be prior to or after the liquidation of the mortgage loan. If the servicer fails to complete a foreclosure action within the time frame prescribed by Fannie Mae, one of the remedies that Fannie Mae may pursue is the assessment of compensatory fees.

If Fannie Mae selects compensatory fees as the appropriate remedy for delays in connection with a completed foreclosure, compensatory fees will be assessed if the entire period from the date the delinquency began, the LPI date, through the foreclosure sale date is longer than Fannie Mae's allowable foreclosure time frame in the applicable jurisdiction as described in Assessing the Foreclosure Time Frame. This also includes foreclosure sales that result in a third-party sale.

Fannie Mae has the right to rely on the delinquent mortgage loan status data submitted by the servicer as definitively and conclusively reflecting the status of a mortgage loan for purposes of the assessment and collection of compensatory fees for delays in liquidating delinquent mortgage loans. Accordingly, Fannie Mae may choose to reject any information provided by the servicer to support a status code that is different from the one reported.

The servicer's failure to report on an accurate and timely basis and to otherwise comply with the requirements of the Servicing Guide may result in the imposition of compensatory fees separate from compensatory fees that may be imposed for foreclosure time frame non-compliance. See A1-4.2-01, Compensatory Fees Other Than

Delays in the Liquidation Process for additional information.

For mortgage loans with a foreclosure sale date on or after January 1, 2019, compensatory fees will be assessed if, after identification of a chronic issue with a servicer's compliance with foreclosure time frames, the servicer does not meet the terms of a performance improvement plan designed to remediate the issues as described in A1-1-03, Evaluating a Servicer's Performance.

Note: Servicers may be exempt from compensatory fee assessments based upon the number of mortgage loans serviced as well as the number of mortgage loans in excess of Fannie Mae's allowable foreclosure time frame. These specific thresholds are determined as part of the STAR™ Program servicer inclusion criteria for time frame management.

Fannie Mae may assess the servicer a compensatory fee of $1,000 for internal administrative costs plus any third-party costs if the servicer must rescind a foreclosure sale due to the servicer's failure to follow Fannie Mae guidelines or other servicer error or alleged error. Fannie Mae will not reimburse foreclosure fees and costs that are required to complete a new foreclosure following rescission.

Assessing the Foreclosure Time Frame

When determining the servicer's compliance with Fannie Mae's time frames for completing foreclosure, adjustments are made for allowable delays. Allowable delays and the applicable number of days permitted for each delay are shown in the Foreclosure Time Frames and Compensatory Fee Allowable Delays Exhibit. See also E-3.2-15, Allowable Time Frames for Completing Foreclosure.

Delays due to urgent or unforeseeable circumstances or for situations in which applicable law necessitates additional time may also be considered; however, such circumstances should be rare.

Calculating Compensatory Fees

Compensatory fees will be applied based on the UPB of the mortgage loan, the applicable PTR, the length of the delay, and any additional costs that are directly attributable to the delay. Fannie Mae assesses the servicer's foreclosure time frame performance on a monthly basis at the mortgage loan level using the process in the following table.

Step	Calculating Compensatory Fees
1	a. Calculate the number of days the servicer took to complete the foreclosure process, from the LPI date through the foreclosure sale date. b. Determine if the days are in excess of the allowable time frame.
2	The compensatory fee for each mortgage loan will be calculated using • the UPB of the mortgage loan, • the applicable PTR, and • the number of days the mortgage loan exceeded the allowable time frame.

> **Note:** A compensatory fee bill will be issued only for those servicers identified as having a chronic issue in meeting foreclosure time frames and only after the completion of a performance improvement plan. The total compensatory fee bill amount will be adjusted based on the results of the mortgage loan level review as described in A2-4-01, Quality Control Reviews and the servicer's implementation of remediation under the performance improvement plan as described in A1-1-03, Evaluating a Servicer's Performance.

See F-2-03, Compensatory Fee Calculation Examples for examples that illustrate how compensatory fees are calculated.

Recent Related Announcements

The table below provides references to recently issued Announcements that are related to this topic.

Announcements	Issue Date
Announcement SVC-2019-01	February 13, 2019

Subpart A2, Getting Started with Fannie Mae

Chapter A2-1, Servicer Duties and Responsibilities

Introduction

This chapter contains information on servicer duties and responsibilities.

A2-1-01, General Servicer Duties and Responsibilities (02/12/2025)

Introduction
This topic contains the following:

- Overview of General Servicer Duties and Responsibilities
- Maintaining Fair Lending Data
- Additional Servicer Duties and Responsibilities for Certain Servicers
- Processing of Funds
- Delinquency Advances
- Servicing Advances

Overview of General Servicer Duties and Responsibilities

The servicer services Fannie Mae mortgage loans as an independent contractor and not as an agent, assignee, or representative of Fannie Mae. Most of the policies and standards described in the *Selling and Servicing Guides* are intended to set forth the broad parameters under which the servicer must exercise sound and professional judgment as a mortgage loan servicer in the performance of its duties. As a result, in most instances Fannie Mae has not set forth absolute requirements because it believes the servicer needs to maintain the discretion to apply appropriate judgment in dealing with borrowers and mortgage loans on a case by case basis, consistent with Fannie Mae's servicing policies. Further, even where Fannie Mae has set forth a "requirement," it has not enumerated specifically how the servicer should implement it. Fannie Mae generally will not object to the practices the servicer regularly applies so long as they are carried out in accordance with established written procedures that are consistent with Fannie Mae's servicing policies. The servicer may apply practices used on its own portfolio of mortgage loans to Fannie Mae mortgage loans as long as the practices are in accordance with the servicer's established written procedures and are consistent with Fannie Mae's servicing policies. As a general matter, the servicer must have sufficient staffing levels, technology, and properly trained staff (including third-party providers of its outsourced servicing activities and technology) to

- carry out all aspects of their servicing duties in accordance with the timing requirements of the *Servicing Guide*,
- maintain acceptable performance standards, and
- provide borrowers with assistance when it is requested.

Furthermore, the servicer (or master servicer) must

- require the subservicer/outsource vendor to have policies and procedures for the contracted servicing activities, including for the orderly transfer of any contracted critical servicing activities upon a termination or expiration of any applicable contract;
- ensure no disruption of service, service levels, or offerings from any subservicer or outsource vendor which may have a material adverse effect on either the borrower or the critical servicing functions for mortgage loans serviced for Fannie Mae;
- conduct audits and QC reviews on subservicer/outsource vendor for contracted servicing activities, including services performed outside the United States, to ensure compliance with Fannie Mae requirements;
- conduct operational assessments and reviews that measure the subservicer/outsource vendor performance in various departments; and
- develop, document, and implement a formal vendor risk management program that meets the requirements in the *Fannie Mae Information Security and Business Resiliency Supplement*.

The servicer must have effective processes to promptly address borrower inquiries (relating to both current and delinquent mortgage loans) and provide timely payoff quotes and refunds of escrow deposits after payoff. To the extent consistent with the borrower's mortgage loan documents and applicable laws and regulations, Fannie Mae encourages the servicer to adopt servicing practices that allow for an appropriate level of discretion to take into account the facts of a particular mortgage loan and the circumstances of the borrower.

In performing the services and duties incident to the servicing of mortgage loans, the servicer must take

whatever action necessary to protect the beneficial interest of Fannie Mae and an MBS trust in the security property as long as it is authorized to do so by the terms of the mortgage loan. Among other things, this generally includes, but is not limited to:

- complying with laws (see *Selling Guide,* A3-2-01, Compliance With Laws);
- monitoring and paying property taxes, HOA assessments, and related expenses to avoid possible tax liens or other liens that may take priority over Fannie Mae's mortgage lien (see B-1-01, Administering an Escrow Account and Paying Expenses for additional information);
- maintaining adequate property insurance to cover damage from unforeseen casualty losses;
- establishing and maintaining accounts for the deposit of borrowers' funds;
- responding to borrowers' inquiries (relating to both current and delinquent mortgage loans) about the terms of their mortgage loans or the actions the servicer has (or has not) taken in its servicing of the mortgage loans;
- making periodic property inspections to ensure the physical condition of the property is satisfactory, there are no apparent hazardous conditions (such as the presence of hazardous wastes or toxic substances) affecting the property, and there are no apparent violations of applicable law that might result in a seizure or forfeiture of the property, and to determine and initiate the needed responsive actions (see D2-2-10, Requirements for Performing Property Inspections and E-3.3-03, Inspecting Properties Prior to Foreclosure Sale for additional information);
- maintaining accurate mortgage loan servicing and accounting records, including proper coding of mortgage loans to ensure proper MBS mortgage loan servicing guidelines are followed;
- resolving discrepancies identified between the servicer's records and the data attributes submitted to Fannie Mae at the time of mortgage loan delivery by following the post-purchase adjustment process (see *Selling Guide* C1-2-02, Loan Data and Documentation Delivery Requirements);
- collecting and promptly remitting any and all amounts due Fannie Mae;
- taking prompt and appropriate action to resolve or prevent a delinquency, including any action necessary to liquidate a defaulted mortgage loan (see Parts D and E for additional information);
- performing certain administrative functions related to an acquired property when Fannie Mae so requests (see E-4.3-01, Managing the Property Post-Foreclosure Sale for additional information);
- advancing reasonable amounts, if necessary, to cover expenses arising in connection with any of the duties described above; and
- providing timely payoff quotes and refunds of escrow deposits after payoff.

The servicer must use good judgment and take the actions described in the following table.

✓	**The servicer must...**
	Exercise sound professional judgment as the mortgage loan servicer in the performance of its duties.

✓	The servicer must...
	Use its discretion to apply appropriate judgment in dealing with borrowers and mortgage loans on a case-by-case basis, consistent with Fannie Mae's servicing policies.
	Perform specific administrative responsibilities and business obligations in the overall conduct of its mortgage loan operations as described in the *Servicing Guide.*
	Service all mortgage loans in a sound, businesslike manner.
	Protect against fraud, misrepresentation, or negligence by any parties involved in the mortgage loan servicing process. See also *Selling Guide* A3-4-03, Preventing, Detecting, and Reporting Mortgage Fraud for more requirements, and visit Fannie Mae's Mortgage Fraud Prevention website for additional resources.
	Have adequate controls and QC procedures in place.

Fannie Mae's basic servicing policies do not change on the basis of its lien position.

Maintaining Fair Lending Data

For mortgage loans originated on or after March 1, 2023, the servicer must maintain the following fair lending data elements in a queryable format for each mortgage loan if obtained during the origination process:

- race of borrower(s),
- ethnicity of borrower(s),
- age of borrower(s),
- gender of borrower(s), and
- preferred language of borrower(s).

> **Note:** In the event of a future transfer of ownership or assumption of the mortgage loan, the servicer is authorized, but not required, to update these data elements.

Additional Servicer Duties and Responsibilities for Certain Servicers

The following provisions apply to all master servicers and subservicers that own and/or service a total portfolio size greater than or equal to 20,000 mortgage loans at any time during a calendar year.

To the extent the servicer relies on any third-party technology provider for the performance of critical servicing functions, the servicer must provide:

- not less than 180 days' prior written notice to Fannie Mae of its intent to change such third-party technology provider, together with, upon Fannie Mae's written request, the servicer's transition plan for

such change; and
- within 5 business days after its occurrence, written notice to Fannie Mae of any termination, breach, or impairment of rights by servicer or the technology provider of or under such contract.

These obligations are in addition to, not in lieu of, the servicer's obligations to notify Fannie Mae under *Selling Guide* A4-1-01, Maintaining Seller/Servicer Eligibility.

Critical servicing functions include services and processes that directly impact the servicing of a mortgage loan (e.g., mortgage loan payment processing, remitting, accounting, and reporting, etc.), providing servicing solutions to a borrower in need, or the timely and accurate reporting to Fannie Mae or other entities.

Such transition plan must describe the steps the servicer is undertaking to ensure an orderly transfer of critical servicing functions to a new technology service provider so there is no interruption to borrowers and Fannie Mae and account for continuity of technology service from the original third-party technology service provider.

In addition, in all contracts with third-party technology providers for critical servicing functions, the servicer must ensure

- Fannie Mae is provided within five business days with copies of any termination, notice of default, breach or non-performance or any notice of impairment of rights, in each case sent to the servicer; and
- such third-party technology provider acknowledges Fannie Mae's ownership interest in the Fannie Mae mortgage loans (including all associated files and data) and agrees to reasonably cooperate with any transfer of such mortgage loans to a new servicer, technology service provider or servicing platform, as may be required by or directed by Fannie Mae, upon payment of reasonable and customary transition fees.

Processing of Funds

The servicer's authorization to receive, handle, or dispose of funds representing mortgage loan payments (for principal, interest, and tax and insurance escrow deposits) or of other funds or assets related to the mortgage loans it services for Fannie Mae or to the properties secured by those mortgage loans is limited to those servicing actions that are expressly authorized in the *Servicing Guide or in the Lender Contract.*

Because these funds and assets are owned by Fannie Mae and other parties (such as the borrower, a participating seller/servicer, or an MBS holder, if applicable), the servicer, in its handling of these funds, is acting on behalf of and as a fiduciary for, Fannie Mae and other parties, as their respective interests may appear; the servicer is not acting as a debtor of Fannie Mae.

If the servicer takes any action with respect to these funds or assets that is not expressly authorized, such as the withdrawal or retention of mortgage loan payment funds Fannie Mae is due as an offset against any claim the servicer may have against Fannie Mae, the servicer is not only violating the provisions of the *Servicing Guide and the Lender Contract*, but also is violating the rights of any and all other parties that have a beneficial interest in the funds. Such action is therefore prohibited and will be considered a breach of the Lender Contract.

Delinquency Advances

Because the servicer of scheduled/actual and scheduled/scheduled remittance type mortgage loans generally must remit funds to Fannie Mae when they are scheduled to be remitted rather than when they are actually

collected, there may be times when the funds collected are not sufficient to make the servicer's required payment. In those cases, the servicer must advance its own funds to cover funds due for delinquent mortgage loans if the funds have not been collected. Funds advanced for this purpose are referred to as "delinquency advances." See C-3-01, Responsibilities Related to Remitting P&I Funds to Fannie Mae for additional requirements related to delinquency advances including details of when the servicer must advance principal and interest depending on the mortgage loan type and servicing option.

The servicer must make a delinquency advance if the funds on deposit in the servicer's P&I custodial account on the day the monthly remittance is due to Fannie Mae are less than the amount of the required monthly remittance. To avoid using its own funds, the servicer is authorized to use funds it has on hand for any prepaid P&I installments, principal curtailments, and payoffs to offset payment (or interest) shortfalls that occur as the result of mortgage loan delinquencies. The servicer must maintain monthly records of all P&I advances for delinquent mortgage loans (including those in the Stop Delinquency Advance process) and perform appropriate monthly reconciliation activities.

Regardless of the mortgage loan type or applicable servicing option, the servicer may reimburse itself for its delinquency advances from borrower collections that are subsequently deposited to the P&I custodial account.

Servicing Advances

The servicer must pay all out-of-pocket costs and expenses incurred in performing its servicing obligations, such as those related to the following:

- preservation and protection of the security property (see the Property Preservation Matrix and Reference Guide for additional information),
- enforcement of judicial proceedings, and
- management and disposition of acquired properties.

Funds advanced for this purpose are referred to as "servicing advances."

Servicing advances may be recovered from the borrower, insurance proceeds, claims settlements, or other available sources, except as described below. Fannie Mae will reimburse the servicer for certain unrecovered losses under the following circumstances:

- when the expense relates to protection of the security or foreclosure costs for a portfolio mortgage loan, or
- for an MBS mortgage loan serviced under the special servicing option.

Fannie Mae will not reimburse the servicer for unrecovered losses for costs, losses, or other items the servicer agreed to hold Fannie Mae harmless against under its warranties or indemnification agreements or for advances made in connection with litigation or proceedings Fannie Mae did not approve (if its approval was specifically required).

In no event may the servicer recover its servicing advances for a specific mortgage loan from the P&I payments for another mortgage loan or from the T&I deposits in another borrower's account.

Recent Related Announcements

The table below provides references to recently issued Announcements that are related to this topic.

Announcements	Issue Date
Announcement SVC-2025-01	February 12, 2025
Announcement SVC-2024-06	November 13, 2024
Announcement SVC-2023-02	April 12, 2023
Announcement SVC-2022-06	August 10, 2022
Announcement SVC-2022-05	July 13, 2022
Announcement SVC-2021-06	September 8, 2021
Announcement SVC-2019-05	July 10, 2019

A2-1-02, Servicer's Duties and Responsibilities Related to MBS Mortgage Loans (12/09/2020)

Introduction
This topic contains the following:

- Nature of the MBS Trust
- Prohibited Actions
- Servicing Requirements of MBS Mortgage Loans

Nature of the MBS Trust

The MBS Trust Agreements and the Trust Indentures clarify and document the various roles and capacities of Fannie Mae, including its responsibilities regarding the servicing of MBS mortgage loans. MBS mortgage loans are subject to a Trust Indenture or a Trust Agreement. The MBS trust documents are the governing documents for a Fannie Mae MBS trust and

- include key servicing requirements;
- set forth Fannie Mae's roles as issuer, master servicer, guarantor, and trustee; and

- describe the servicer's role as the direct servicer.

Under the MBS Trust Agreements and the Trust Indentures, mortgage loans and the proceeds of those mortgage loans are held by Fannie Mae as trustee for the benefit of the MBS trusts and their beneficial owners, the MBS investors. The servicer is responsible for servicing MBS mortgage loans for the MBS trusts that own the mortgage loans.

Fannie Mae is also the master servicer for the MBS trusts, and, in that capacity, contracts with the servicer as the direct servicer and has the responsibility for assuring that servicing is performed in accordance with the Trust Agreement or the Trust Indenture, as applicable.

Daily servicing operations are performed by the direct servicers pursuant to the MSSC, the *Servicing Guide*, the MBS commitment and any other applicable agreement (such as a variance or special requirement) applicable to the purchase and servicing of mortgage loans in MBS trusts. The Trust Agreement uses the term "Servicing Contract" to refer to any of the agreements between the servicer and Fannie Mae relating to the servicing of MBS mortgage loans.

By servicing MBS mortgage loans, the servicer agrees that

- a successor to Fannie Mae as master servicer for the MBS trusts automatically will succeed to the rights of Fannie Mae under any Servicing Contract and will have authority to enforce the terms and conditions of the applicable Servicing Contract, including the authority to terminate the servicer, in accordance with the terms of the Servicing Contract, and to appoint a replacement servicer; and
- Fannie Mae as trustee, on behalf of the trusts, and Fannie Mae as guarantor are third-party beneficiaries of the Servicing Contract between that servicer and Fannie Mae as master servicer, with the authority to enforce such contract under certain conditions.

The servicer's duties and responsibilities and its obligations under the Lender Contract do not change on the basis of whether the mortgage loan is a portfolio or MBS mortgage loan. Fannie Mae has fiduciary responsibilities to MBS certificate holders, and as such it imposes certain restrictions on the servicer's authority as it relates to servicing MBS mortgage loans (some of which also may apply to mortgage loans that are not securitized).

Prohibited Actions

The servicer must not take the following actions with respect to an MBS mortgage loan:

- Sell or hypothecate the mortgage loan (or a participation interest in a mortgage loan), other than repurchasing it for its own account under the provisions of *Chapter A1–3, Repurchases, Indemnifications, and Make Whole Payment Requests.*
- Modify any of the terms of the mortgage loan (including the extension of a future advance or a release of a borrower from liability), unless either Fannie Mae agrees to a mortgage loan modification as a means of preventing foreclosure of the mortgage loan, or the servicer releases the borrower from liability in connection with an eligible property transfers as outlined in D1-4.1-02, Allowable Exemptions Due to the Type of Transfer.
- Repurchase or reclassify any MBS mortgage loan for the purpose of modifying any of the terms of the mortgage loan (including the extension of a future advance or a release of a borrower from liability), or

for any other reason, unless Fannie Mae specifically permits or requires repurchase or reclassification, or unless Fannie Mae specifically agrees. See D2-3.1-02, Conditions of a First and Second Lien Mortgage Loan Modification for an MBS Mortgage Loan for additional information.

- Defer the exercise of any right to accelerate the mortgage loan debt, except as is consistent with Fannie Mae's policy of considering certain types of transfers of ownership as exempt transactions or agreeing to forbearance or a repayment plan, or when considering mortgage loan modifications or payment deferrals for delinquent borrowers. See *Section D1–4.1, Information Related to Transfers of Ownership Applicable to All Mortgage Loans* for additional information.
- Exercise any "call option" provided for by the terms of a conventional mortgage loan, unless Fannie Mae normally requires such options to be exercised for mortgage loans in its portfolio. See D1-5-01, Call Options and Cross-Default Provisions for additional information.
- Release all or any portion of the property from the mortgage lien, except in accordance with the terms of the mortgage loan, an approved partial release, or under a court order or decree, and then only to the extent that Fannie Mae allows for, for mortgage loans in its portfolio.
- Accept a voluntary Mortgage Release under any conditions other than those Fannie Mae allows for, for mortgage loans in its portfolio, as described in D2-3.3-02, Fannie Mae Mortgage Release (Deed-in-Lieu of Foreclosure).
- Exercise any "put option" provided by a mortgage loan, such as the optional assignment of certain FHA Section 221 mortgage loans following their twentieth anniversary.
- Change an ARM index or the manner in which the index values are selected, unless specifically provided for in the mortgage loan documents. See *Chapter C-2, Servicing ARM Loans* and *Chapter A1–3, Repurchases, Indemnifications, and Make Whole Payment Requests* for additional information.

Servicing Requirements of MBS Mortgage Loans

The following mortgage loans, when securitized into an MBS pool directly from Fannie Mae's portfolio (referred to as PFP mortgage loans), must be serviced as MBS mortgage loans:

- all mortgage loans that have been sold to Fannie Mae as whole mortgage loans, and
- any MBS mortgage loan that was reclassified into Fannie Mae's portfolio.

> **Note:** This requirement does not change the servicer's existing reporting and remitting requirements for these mortgage loans nor does it change the custodial depository requirements for the applicable remittance type under which these mortgage loans are serviced.

Fannie Mae notifies the servicer of mortgage loans that have been securitized into an MBS pool. The servicer must code all of these mortgage loans in their records as MBS mortgage loans as soon as possible and service them in accordance with the provisions of the *Servicing Guide applicable to MBS mortgage loans.*

The servicing requirements of an MBS Trust Agreement or Trust Indenture vary depending on the MBS trust documents under which a particular MBS mortgage loan was pooled. The following table describes the four categories of MBS trust documents.

Category of MBS Trust Documents	Description
1980's Indentures	The various fixed-rate or ARM Trust Indentures (each a "1980's Indenture") for MBS mortgage loan pools with issue dates up to and including May 1, 2007.
2007 Second Amended Trust Agreement	The 2007 Second Amended Trust Agreement applies to MBS mortgage loan pools with issue dates from June 1, 2007 through December 1, 2008.
2009 Amended Trust Agreement	The 2009 Amended Trust Agreement applies to MBS mortgage loan pools with issue dates from January 1, 2009 through May 1, 2016.
2016 Second Amended Trust Agreement	The 2016 Second Amended Trust Agreement applies to MBS mortgage loan pools with issue dates on or after June 1, 2016.

Not all workout options will be available for all MBS mortgage loans. Since the availability of a particular workout option for an MBS mortgage loan depends on the MBS trust documents under which that mortgage loan was pooled, the servicer must identify the issue date of the MBS in order to determine whether a workout option is available to a borrower. The use of one type or a combination of workout options is determined by facts and circumstances related to the particular mortgage loan and the borrower, as such facts and circumstances may change from time to time and include, but are not limited to:

- whether the workout option is available for the MBS mortgage loan based on which MBS trust documents apply to the MBS mortgage loan; and
- the applicable *Servicing Guide* provisions or, in the absence of *Servicing Guide* provisions, customary servicing practices of prudent servicers in servicing and administering mortgage loans for their own portfolios.

In the *Servicing Guide* or through its contracts with servicers, Fannie Mae from time to time may limit the availability and application of certain servicing terms stated in a trust document. Thus, the *Servicing Guide* may be more restrictive than the MBS trust documents with respect to servicing provisions, but neither the *Servicing Guide* nor any contractual agreement (including variances and waivers) with a servicer may be more expansive than or otherwise inconsistent with the MBS trust documents.

Recent Related Announcements

The table below provides references to recently issued Announcements that are related to this topic.

Announcements	Issue Date
Announcement SVC-2020-07	December 9, 2020

Announcements	Issue Date
Announcement SVC-2020-04	September 9, 2020

A2-1-03, Servicer's Duties and Responsibilities Related to Mortgage Loans with Resale Restrictions or Shared Equity Transactions (02/12/2025)

Introduction
This topic describes additional requirements only applicable to servicers.

- Overview
- Servicing Mortgage Loans Subject to Resale Restrictions or Shared Equity Transactions

Overview

This topic describes additional requirements only applicable to servicers.

See *Selling Guide* Section B5-5.2, Loans with Resale Restrictions and Section B5-5.3, Shared Equity Transactions for information on resale restriction mortgage loans and shared equity transactions.

Servicing Mortgage Loans Subject to Resale Restrictions or Shared Equity Transactions

The servicer must service mortgage loans subject to resale restrictions (as described in *Selling Guide* Section B5-5.2, Loans with Resale Restrictions) or shared equity transactions (as described in *Selling Guide* Section B5-5.3, Shared Equity Transactions) in accordance with this Guide, the mortgage loan documents, the recorded resale restriction agreement or any shared equity transaction agreement, as applicable, and in compliance with applicable law. Any resale restrictions, including those related to a shared equity transaction, as applicable, must not impair the servicer's ability to carry out its general servicing duties and responsibilities in accordance with this Guide, including, but not limited to

- managing escrows,
- providing delinquency management and loss mitigation, and
- conducting default servicing including managing foreclosure proceedings.

The servicer must notify its Fannie Mae Servicing Representative (see F-4-02, List of Contacts) if it becomes aware of any such impairments related to a mortgage loan.

Failure by the parties to comply with any requirements of a resale restriction agreement or a shared equity

transaction agreement, including, but not limited to the following, as applicable, must not impair the servicer's ability to carry out its obligations under this Guide, the mortgage loan documents, and applicable law:

- determining eligible homeowner or occupancy status,
- property maintenance and improvements,
- maintaining property and flood insurance,
- payment of fees and assessments,
- determining the property value and resale price,
- transfers to eligible transferees,
- the exercise of purchase option rights, and
- providing proper notifications to the borrower or servicer.

The servicer shall have no obligation to enforce the terms and conditions of any resale restriction agreement or shared equity transaction agreement, as applicable. However, the servicer must cooperate with the shared equity program provider in carrying out its servicing-related obligations under any shared equity transaction agreement or the *Community Land Trust Ground Lease Rider*, as applicable.

Pursuant to the terms of any resale restriction agreement or shared equity transaction agreement, as applicable, the servicer shall have the right but not the obligation to work with the borrower during an event of default under such agreement in order to protect the interests of Fannie Mae. Additionally, the servicer is authorized, but not required, to participate in any arbitration or mediation between the parties to any such agreement that the servicer believes may impact the servicing of the mortgage loans as required by this Guide.

Unless the servicer has the borrower's prior written authorization, and only as permitted by applicable law, the servicer must not provide any notices required to be provided to the borrower in accordance with this Guide to any other party to the resale restriction agreement or shared equity transaction agreement, as applicable, including, but not limited to:

- notices provided in connection with early delinquency outreach and loss mitigation,
- legal notices, such as breach and acceleration letters, and
- any notice of foreclosure sale or Mortgage Release.

However, the servicer must give notices of delinquency and any other notices to the shared equity program provider in accordance with the terms of any shared equity transaction agreement or the *Community Land Trust Ground Lease Rider*, as applicable, for purposes of preventing any disruption to the servicer in carrying out its obligations to assist a borrower who is facing default, including offering a workout option in accordance with the Guide.

Shared Equity Transactions - Purchase Option

A shared equity transaction agreement or *Community Land Trust Ground Lease Rider*, as applicable, may grant a program provider or its designee a purchase option or right of first refusal option to purchase the property securing the mortgage loan in the event of a proposed transfer of the property by the borrower, upon commencement of foreclosure proceedings after the borrower's failure to resolve a delinquency including through a workout option, or upon the servicer's acquisition of the property at foreclosure sale or through a Mortgage Release, after satisfying all amounts due under the mortgage loan.

The servicer is responsible for adhering to Fannie Mae's established processes and time frames for completing routine foreclosure proceedings. See E-3.2, Initiating and Processing Foreclosure Proceedings for additional information.

Additionally, the servicer must notify Fannie Mae of the shared equity program provider's acquisition of the property pursuant to a purchase option. See E-4.1-01, Notifying Fannie Mae of an Acquired Property for additional information.

Shared Equity Transactions - Excess Proceeds

The servicer must cooperate with the shared equity program provider to pay any excess proceeds due to the shared equity program provider in accordance with the terms of the shared equity transaction agreement. Excess proceeds are any proceeds that result from an eminent domain proceeding, foreclosure sale, Mortgage Release, or other transfer of the property securing the mortgage loan after the repayment in full of all amounts due under the mortgage and otherwise satisfying any of the borrower's defined maximum resale price interest in the property as described in the shared equity transaction agreement.

Recent Related Announcements

The table below provides references to recently issued Announcements that are related to this topic.

Announcements	Issue Date
Announcement SVC-2025-01	February 12, 2025
Announcement SVC-2024-04	July 10, 2024
Announcement SVC-2023-03	May 10, 2023

A2-1-04, Execution of Legal Documents (09/09/2020)

Introduction
This topic contains the following:

- Overview
- Fannie Mae’s Limited Power of Attorney to Execute Documents
- Correcting Conveyances to Fannie Mae

Overview

The servicer ordinarily appears in the land records as the mortgagee to facilitate performance of the servicer’s contractual responsibilities, including, but not limited to, the receipt of legal notices that may impact Fannie Mae’s lien, such as notices of foreclosure, tax, and other liens. However, Fannie Mae may take any and all action with respect to the mortgage loan it deems necessary to protect its or an MBS trust’s ownership of the mortgage loan, including recording an assignment of mortgage, or its legal equivalent, from the servicer to Fannie Mae or its designee. In the event that Fannie Mae determines it necessary to record such an instrument,

the servicer must assist Fannie Mae by

- preparing and recording any required documentation, such as assignments of mortgages, powers of attorney, or affidavits; and
- providing recordation information for the affected mortgage loans.

The servicer must follow the procedures in F-1-10, Obtaining and Executing Legal Documents when sending documents for Fannie Mae's execution.

The servicer is authorized to execute legal documents related to payoffs, foreclosures, releases of liability, releases of security, payment deferrals, mortgage loan modifications, subordinations, assignments of mortgages, and conveyances (or reconveyances) for any mortgage loan for which it (or MERS®) is the owner of record. When an instrument of record requires the use of an address for Fannie Mae, including assignments of mortgages, foreclosure deeds, REO deeds, and lien releases, the servicer must follow the procedures in Fannie Mae Contacts for Document Execution Requests in F-1-10, Obtaining and Executing Legal Documents to locate the appropriate address.

Fannie Mae's Limited Power of Attorney to Execute Documents

When Fannie Mae is the owner of record for a mortgage loan, it permits the servicer that has Fannie Mae's LPOA to execute certain types of legal documents on Fannie Mae's behalf. The servicer must have an LPOA in place to be authorized to execute the following legal documents on behalf of Fannie Mae:

- full satisfaction or release of a mortgage or the request to a trustee for a full reconveyance of a deed of trust;
- partial release or discharge of a mortgage or the request to a trustee for a partial reconveyance or discharge of a deed of trust;
- modification or extension of a mortgage or deed of trust;
- subordination of the lien of a mortgage or deed of trust;
- completion, termination, cancellation, or rescission of foreclosure relating to a mortgage or deed of trust, including, but not limited to, the following actions:
    - the appointment of a successor or substitute trustee under a deed of trust, in accordance with state law and the deed of trust;
    - the issuance or cancellation or rescission of notices of default;
    - the cancellation or rescission of notices of sale; and
    - the issuance of such other documents as may be necessary under the terms of the mortgage, deed of trust, or state law to expeditiously complete said transactions, including, but not limited to, assignments or endorsements of mortgages, deeds of trust, or promissory notes to convey title from Fannie Mae to the Attorney-in-Fact under this LPOA;
- conveyance of properties to FHA, HUD, the VA, RD, or a state or private mortgage insurer; and
- assignments or endorsements of mortgages, deeds of trust, or promissory notes to FHA, HUD, VA, RD, a state or private mortgage insurer, or MERS.

To request an LPOA, the servicer must follow the procedures in *Requesting a Limited Power of Attorney* in

F-1-10, Obtaining and Executing Legal Documents.

If the servicer does not have an LPOA to execute documents on Fannie Mae's behalf, or has a power of attorney that does not authorize it to execute documents for a specific type of transaction, the servicer must send the documents requiring execution in any instance in which Fannie Mae is the owner of record for the mortgage loan by email, when permitted. If, however, an original document must be executed by Fannie Mae, the servicer must send the document by regular or overnight mail. The servicer must follow the procedures in Fannie Mae Contacts for Document Execution Requests in F-1-10, Obtaining and Executing Legal Documents for instructions in sending documents to Fannie Mae.

Correcting Conveyances to Fannie Mae

The servicer must execute a quitclaim deed for properties that have been conveyed in error to Fannie Mae. The servicer must follow all procedures in F-1-10, Obtaining and Executing Legal Documents when preparing the reconveyance quitclaim deed. A quitclaim deed is an instrument of conveyance of real property that passes whatever title, claim, or interest that the grantor has in the property, but does not make any representations as to the validity of such title. A quitclaim deed is not a guarantee that the grantor has clear title to the property; rather it is a relinquishment of the grantor's rights, if any, in the property. The holder of a quitclaim deed receives only the interest owned by the person conveying the deed.

Fannie Mae will execute the quitclaim deed only if the servicer has prepared the document to quitclaim or assign back to the previous grantor or assignor. The servicer must send the request for quitclaim deed execution to Fannie Mae as described in *Submitting a Reconveyance Quitclaim Deed* in F-1-10, Obtaining and Executing Legal Documents.

Recent Related Announcements

The table below provides references to recently issued Announcements that are related to this topic.

Announcements	Issue Date
Announcement SVC-2020-04	September 9, 2020

A2-1-05, Note Holder Status for Legal Proceedings Conducted in the Servicer's Name (06/21/2017)

Introduction
This topic contains the following:

- Overview
- Temporary Possession by the Servicer
- Physical Possession of the Note by the Servicer
- Reversion of Possession to Fannie Mae

Overview

Fannie Mae is at all times the owner of the mortgage note, whether the mortgage loan is in Fannie Mae's portfolio or part of the MBS pool. In addition, Fannie Mae at all times has possession of and is the holder of the mortgage note, whether Fannie Mae has direct possession of the note or a custodian has custody of the note, except in the limited circumstances expressly described in this topic.

Temporary Possession by the Servicer

In order to ensure that a servicer is able to perform the services and duties incident to the servicing of the mortgage loan, Fannie Mae temporarily gives the servicer possession of the mortgage note whenever the servicer, acting in its own name, represents the interests of Fannie Mae in foreclosure actions, bankruptcy cases, probate proceedings, or other legal proceedings.

This temporary transfer of possession occurs automatically and immediately upon the commencement of the servicer's representation, in its name, of Fannie Mae's interests in the foreclosure, bankruptcy, probate, or other legal proceeding.

When Fannie Mae transfers possession, if the note is held by a document custodian on Fannie Mae's behalf, the custodian has possession of the note on behalf of the servicer so that the servicer has constructive possession of the note and the servicer shall be the holder of the note and is authorized and entitled to enforce the note in the name of the servicer for Fannie Mae's benefit.

If the servicer determines based on state law that it needs to be the holder of an eNote prior to representing the interests of Fannie Mae in a foreclosure, bankruptcy, or other legal proceeding, the servicer must follow the procedures in *Foreclosure, Bankruptcy and Other Legal Proceedings* in F-1-26, Servicing eMortgages to request a transfer in control and location from Fannie Mae.

Physical Possession of the Note by the Servicer

In most cases, the servicer will have a copy of the mortgage note. If the servicer determines that it needs physical possession of the original mortgage note to represent the interests of Fannie Mae in a foreclosure, bankruptcy, probate, or other legal proceeding, the servicer may obtain physical possession of the original mortgage note by submitting a request directly to the document custodian.

If Fannie Mae possesses the original note through a third-party document custodian that has custody of the note, the servicer must submit a *Request for Release/Return of Documents* (Form 2009) to Fannie Mae's custodian to obtain the note and any other custodial documents that are needed.

In either case, the servicer must specify whether the original note is required or whether the request is for a copy.

For eMortgages, if the eNote is not acceptable in its electronic form for a foreclosure, bankruptcy, or other legal proceeding, the servicer is authorized to use a printed Authoritative Copy of the eNote for the legal proceeding or action.

Reversion of Possession to Fannie Mae

At the conclusion of the servicer's representation of Fannie Mae's interests in the foreclosure, bankruptcy, probate, or other legal proceeding, or upon the servicer ceasing to service the loan for any reason, possession automatically reverts to Fannie Mae, and Fannie Mae resumes being the holder for itself, just as it was before the foreclosure, bankruptcy, probate, or other legal proceeding. If the servicer has obtained physical possession of the original note, it must be returned to Fannie Mae or the document custodian, as applicable.

Recent Related Announcements

There are no recently issued Announcements related to this topic.

A2-1-06, Use of Fannie Mae Trademarks (08/16/2017)

For a list of trademarks currently used by Fannie Mae and requirements on how to refer to them, see *Selling Guide* A2-5-01, Fannie Mae Trade Name and Trademarks and Fannie Mae's website.

Recent Related Announcements

There are no recently issued Announcements related to this topic.

A2-1-07, Subservicing (12/08/2021)

Introduction
This topic contains the following:

- Overview
- Requirements for Subservicing Arrangements
- When Post-Delivery Transfers of Servicing Involve Subservicers

Overview

The servicer may use other organizations to perform some or all of its servicing functions on its behalf. Fannie Mae refers to these arrangements as "subservicing" arrangements, meaning that the servicer (the "subservicer") other than the contractually responsible servicer (the "master" servicer) is performing the servicing functions.

The following are not considered to be subservicing arrangements:

- when a computer service bureau is used to perform accounting and reporting functions, and
- when the originating seller/servicer sells and assigns servicing to another seller/servicer, unless the originating seller/servicer continues to be the contractually responsible servicer.

Requirements for Subservicing Arrangements

The servicer may use a subservicer only if it will not interfere with the servicer's ability to meet Fannie Mae's remitting and reporting requirements.

The master servicer may not enter into new subservicing arrangements or extend existing arrangements to include newly originated mortgage loans, unless both the master servicer and the subservicer are Fannie Mae-approved servicers in good standing who are able to perform the duties associated with the master servicer/subservicer arrangement.

The master servicer must ensure that its written agreement with the subservicer acknowledges Fannie Mae's right to rescind its recognition of the subservicing arrangement if Fannie Mae decides to transfer the master servicer's portfolio for any reason.

The master servicer is not required to submit each separate subservicing arrangement under an existing subservicing agreement to Fannie Mae for its approval. However, if the arrangement is a new one, the subservicer must submit the applicable *Letter of Authorization for P&I Custodial Account* (Form 1013) for a P&I custodial account and *Letter of Authorization for T&I Custodial Account* (Form 1014) for a T&I custodial account indicating that it has established the required custodial accounts and submit these forms electronically to Fannie Mae's Custodial Accounting Team (see F-4-02, List of Contacts).

Even if a subservicing arrangement is known, approved of, or consented to by Fannie Mae, the master servicer remains fully liable to Fannie Mae for the performance of all servicing obligations. Fannie Mae may enforce any rights and remedies it may have against the master servicer for breach of the servicing obligations, whether such breach was caused by the master servicer or by the subservicer. In addition to the foregoing and not in limitation thereof, Fannie Mae also may enforce any rights and remedies it may have against the subservicer for breach of the servicing obligations (see A2-7-03, Post-Delivery Servicing Transfers).

The master servicer must confirm its existing subservicing arrangements when it submits the *Lender Record Information* (Form 582) each year.

The following table describes requirements, pursuant to the MSSC and the Guides, of a subservicing arrangement.

✓	**When a master servicer enters into a subservicing arrangement with respect to all related mortgage loans...**

✓	**When a master servicer enters into a subservicing arrangement with respect to all related mortgage loans...**
	The master servicer and the subservicer must execute and submit the *Data Access Authorization Form* (Form 101) at the inception of the subservicing arrangement. **Note:** Each mortgage loan that is subject to a subservicing arrangement must be identified in Fannie Mae's records. The master servicer and the subservicer must also execute and submit Form 101 at the termination of the subservicing arrangement.
	The master servicer represents and warrants to Fannie Mae that the subservicer will service those mortgage loans in accordance with all Fannie Mae requirements.
	The subservicer must • be approved by Fannie Mae to service special products, if applicable, unless the special product is ◦ an eMortgage; or ◦ a HomeStyle Renovation mortgage loan, for which the subservicer does not perform the responsibilities outlined in D1-2-01, Renovation Mortgage Loans. • continue the subservicing of Fannie Mae mortgage loans until an acceptable disposition of the subserviced portfolio is reached; • ensure it has the necessary resources to appropriately support the subserviced portfolios and to govern the required interaction with the master servicer and service level agreements; • remove funds from P&I, T&I, or other custodial accounts only as allowed by the *Servicing Guide*; • disclose any and all Fannie Mae assessments or reviews to the master servicer upon request by the master servicer; and • disclose to Fannie Mae if it discovers that it and/or the master servicer is in material breach of the Lender Contract or subservicing arrangement in connection with the Fannie Mae subserviced loans, or has been subject to any material legal, regulatory or administrative proceeding or order relating to the subservicing arrangement or Fannie Mae subserviced loans.
	The subservicer and master servicer of eMortgages must jointly develop policies and procedures to address servicing functions which include, but are not limited to, mortgage payoffs, modifications to an eNote, foreclosure, bankruptcy, and other legal proceedings.
	The master servicer of eMortgages must agree to perform any Fannie Mae and MERS requirements which the subservicer is unable to perform.
	The subservicer agrees with Fannie Mae to service those mortgage loans in accordance with all Fannie Mae requirements.

✓	**When a master servicer enters into a subservicing arrangement with respect to all related mortgage loans…**
	The master servicer must • maintain policies and procedures to evaluate the subservicer's compliance and performance with the master servicer's Lender Contract, which includes, without limitation, the *Servicing Guide*; and • maintain policies and procedures for selecting and assessing a subservicer. **Note**: The master servicer must make any of the above documentation available to Fannie Mae upon request.
	The master servicer and subservicer each represent and warrant to Fannie Mae that • the provisions of any agreement between the originating lender, the transferor servicer, and any other party providing for servicing those mortgage loans will not continue after the date on which Fannie Mae funds the whole loan delivery or issues the MBS with respect to those mortgage loans, except as the subservicing agreement between the master servicer and the subservicer; and • the subservicing agreement does not conflict with Fannie Mae's servicing requirements.
	The master servicer and the subservicer must • provide copies of the subservicing agreement and the master servicer's audits and QC reviews of the subservicer's performance under the subservicing arrangement upon request from Fannie Mae; and • maintain policies and procedures for monitoring compliance in accordance with the *Servicing Guide and performance of outsource vendors, including services performed outside the United States.*
	The master servicer and its subservicers may negotiate the servicing fees that the subservicers will receive. The master servicer's and the subservicer's rights to receive the servicing fee and subservicing fee will be terminated if Fannie Mae transfers the servicing portfolio for any reason. **Note:** Fannie Mae will not pay the master servicer or subservicer any servicing compensation or other fees that may be payable under a subservicing arrangement.
	Each subservicer must establish custodial accounts for all Fannie Mae mortgage loans that it subservices for a master servicer. Funds for MBS pools and for portfolio mortgage loans cannot be commingled in the same custodial account. A subservicer's custodial accounts related to mortgage loans it is servicing for the master servicer must be separate from any other accounts it maintains for mortgage loans it services directly for Fannie Mae or for any other investor, including other mortgage loans (which are not Fannie Mae mortgage loans) that it services for the master servicer.

✓	When a master servicer enters into a subservicing arrangement with respect to all related mortgage loans...
	The master servicer must report to Fannie Mae under the correct remittance type and must ensure that Fannie Mae receives the proper remittance amount regardless of whether the master servicer allows the subservicer to report activity to the master servicer under a different remittance type.
	The master servicer must remit to Fannie Mae all mortgage loan funds in sufficient time to ensure that Fannie Mae receives the correct remittance amount when it is due, regardless of any arrangement the master servicer and subservicer have to accept collections from the subservicer at a later date. If the subservicer uses a remittance date that is later than the one Fannie Mae prescribes, the master servicer must advance any funds necessary.

When Post-Delivery Transfers of Servicing Involve Subservicers

As required in A2-7-03, Post-Delivery Servicing Transfers, the servicer must obtain Fannie Mae's prior written consent for any transfer of servicing responsibilities involving Fannie Mae mortgage loans. Fannie Mae's prior written consent is required for all servicing transfers involving a subservicer, including a transfer of servicing responsibilities from

- one subservicer to another,
- the master servicer to a subservicer, or
- the subservicer to the master servicer.

The transferor servicer must indicate on the *Request for Approval of Servicing Transfer* (Form 629) if the transferee servicer will use a subservicer as a result of the servicing transfer. Both the transferee servicer and the subservicer must execute Form 101 at the inception and the termination of the subservicing arrangement.

As part of its review of the transfer of servicing review, Fannie Mae will also evaluate the performance and capacity of any subservicer the transferee servicer intends to utilize. See A2-7-03, Post-Delivery Servicing Transfers for additional information.

Recent Related Announcements

The table below provides references to recently issued Announcements that are related to this topic.

Announcements	Issue Date
Announcement SVC-2021-09	December 8, 2021
Announcement SVC-2021-07	October 13, 2021

A2-1-08, First Lien Mortgage Loan Requirements (11/12/2014)

Introduction
This topic contains the following:

- Coordination with First Lien Mortgage Loan Servicer
- Required Advances for Second Lien Mortgage Loans
- Subordination of Second Lien Mortgage Loan

Coordination with First Lien Mortgage Loan Servicer

The servicer of a second lien mortgage loan is responsible for coordinating with the servicer of the first lien mortgage loan on any actions it takes to protect Fannie Mae's or an MBS trust's investment and, if necessary, advance funds to protect that investment.

The servicer must send a written notice of Fannie Mae's ownership interest to the servicer of the first lien mortgage loan as soon as Fannie Mae purchases or securitizes the second lien mortgage loan. This notice must include a request for the first lien mortgage loan servicer to provide immediate notice to the second lien mortgage loan servicer of any event or situation that might jeopardize Fannie Mae's or an MBS trust's investment in the second lien mortgage loan.

This close coordination should continue through the disposition of an acquired property or satisfaction of the mortgage loan debts.

The servicer of the second lien mortgage loan must work with the first lien mortgage loan servicer to identify specific servicing responsibilities that might be more effective if they were shared or handled by only one servicer instead of by the two servicers acting independently. Any agreement that is reached must concentrate on eliminating duplication of effort and avoiding unnecessary expenses. Both servicers must have a clear understanding of their specific responsibilities.

Required Advances for Second Lien Mortgage Loans

The servicer of a second lien mortgage loan must advance reasonable amounts for expenditures that are required to protect Fannie Mae's investment in the second lien mortgage loan regardless of whether the mortgage loan is current or delinquent. These advances usually relate to the second lien mortgage loan, but occasionally they may be required for the first lien mortgage loan. The servicer must document the individual mortgage loan file to support fully the need for the advance.

Among other things, the servicer may be required to advance funds for

- the payment of real estate taxes and/or property or flood insurance premiums,
- property management expenses,
- maintenance,

- repairs,
- prevention of waste, and
- capital improvements to the property.

The servicer must advance funds to reinstate or satisfy the first lien mortgage loan with conventional MI if required by the mortgage insurer as a condition for claim filing.

Advances for Second Lien Mortgage Loans: Whenever the servicer advances funds for the protection of the security, appropriate arrangements should be made for the borrower to repay the advance. If the mortgage loan is current and the borrower cannot or will not repay the advance in a lump-sum payment or in installments, the servicer may make the advance, as described in the following table.

If the second lien mortgage loan is a...	And...	Then the servicer...
portfolio mortgage loan	the mortgage loan instrument, local laws, and government regulations allow the capitalization of advances	should capitalize its advance by: 1. increasing the UPB by the amount of its advance, and then 2. requesting that Fannie Mae reimburse it for Fannie Mae's share of the advance, via *request for expense reimbursement.*
	the mortgage loan instrument, local laws, or government regulations do not allow the capitalization of advances	should request that Fannie Mae reimburse it for Fannie Mae's share of the advance, via *request for expense reimbursement*.
MBS mortgage loan	the mortgage loan instrument, local laws, and government regulations allow the capitalization of advances	may apply subsequent mortgage loan payments against the advance.

If the mortgage loan is delinquent, the servicer should arrange for the borrower to repay the advance, either in installments, or as part of the full amount required to reinstate the mortgage loan. If the mortgage loan is subsequently foreclosed and the borrower had not repaid the advance, Fannie Mae will reimburse the servicer for Fannie Mae's share of the advance when

- the acquired property is sold, unless the mortgage loan is an MBS mortgage loan serviced under the regular servicing option, or
- the insurance claim is settled if the mortgage loan is insured by a conventional mortgage insurer.

Advances for the First Lien Mortgage Loan: Whether the servicer of the second lien mortgage loan is required to advance funds for the protection of the secured property depends on the conditions described in the

following table.

If Fannie Mae…	Then the servicer of the second lien mortgage loan…
holds both the first and second lien mortgage loans	does not need to advance funds for the protection of the security, although it may have to advance funds to reinstate or pay off the first lien mortgage loan in connection with the second lien mortgage loan foreclosure.
does not hold the first lien mortgage loan	must advance funds to pay delinquent payments, taxes, property or flood insurance premiums, and any other charges related to the first lien mortgage loan if that is required to protect Fannie Mae's investment.

The servicer must obtain approval from its Fannie Mae Servicing Representative (see F-4-02, List of Contacts), even when Fannie Mae holds the first lien mortgage loan, before it advances funds to pay more than three monthly installments, to pay off the first lien mortgage loan, or to pay any expense if its advances for the first lien mortgage loan have reached $7,500.

To request reimbursement for Fannie Mae's share of any advances made on the first lien mortgage loan, the servicer of a portfolio mortgage loan or MBS mortgage loan serviced under the special servicing option must submit a *request for expense reimbursement to Fannie Mae.*

Subordination of Second Lien Mortgage Loan

When a first lien mortgage loan is being refinanced, the second lien mortgage loan holder may be asked to execute a subordination agreement, which keeps the second lien mortgage loan in its original lien position even though it will predate the new first lien mortgage loan. The servicer should restrict the degree of subordination as much as possible.

The servicer may consider the following guidelines when evaluating a subordination offer.

If Fannie Mae...	Then the servicer...
is not providing the funds to refinance the first lien mortgage loan	should agree to subordinate Fannie Mae's interest only if the combined unpaid balances of the second lien mortgage loan and the new first lien mortgage loan represent 80% or less of the current appraised value of the property. The servicer may require that a portion of the proceeds from the refinancing be applied to reduce the unpaid balance of Fannie Mae's second lien mortgage loan.
is providing the funds to refinance the first lien mortgage loan	should consolidate the first and second lien mortgage loans or work to ensure the second lien is paid in full. Otherwise, the servicer may agree to subordinate Fannie Mae's interest as long as the combined unpaid balances of the second lien mortgage loan and the new first lien mortgage loan do not exceed Fannie Mae's underwriting guidelines for single-family first lien mortgage loans and represent 80% or less of the current appraised value of the property. To meet these requirements, it may be necessary to apply funds toward the reduction of the second lien mortgage loan debt, reduce the amount of the new first lien mortgage loan, or both.

When a borrower who has an FHA Title I home improvement loan refinances their existing first lien mortgage loan to obtain a lower interest rate or a longer term, the servicer may agree to subordinate the Title I loan to the new refinance mortgage loan (without obtaining Fannie Mae's or FHA's prior written consent) as long as the amount of the new refinanced mortgage loan is not greater than the sum of the existing first lien mortgage loan and reasonable financing or closing costs. If the borrower is refinancing for any other reason, the servicer must obtain FHA's written authorization to subordinate the Title I loan to the new first lien mortgage loan in order to ensure that the security value of the Title I loan is not impaired or reduced.

A2-1-09, Compliance with Requirements and Laws (02/12/2025)

See the *Selling Guide* for the following requirements:

- *Selling Guide* A3-2-01, Compliance with Laws for requirements related to general information on compliance with laws, reporting requirements, and cybersecurity incident requirements.
- *Selling Guide* A3-4-01, Confidentiality of Information for requirements related to the use and handling of confidential information.

Recent Related Announcements

The table below provides references to recently issued Announcements that are related to this topic.

Announcements	Issue Date
Announcement SVC-2025-01	February 12, 2025
Announcement SVC-2023-02	April 12, 2023
Announcement SVC-2022-01	February 9, 2022

Chapter A2-2, Refinance and Lending Practices

Introduction

This chapter contains information on refinance lending practices.

A2-2-01, Refinance and Lending Practices (02/14/2018)

See the *Selling Guide for the following requirements:*

- *Selling Guide* A3-2-02, Responsible Lending Practices for responsible lending policies and underwriting standards.
- *Selling Guide* B2-1.3-04, Prohibited Refinancing Practices for policies on questionable and prohibited refinancing.

Recent Related Announcements

There are no recently issued Announcements related to this topic.

Chapter A2-3, Servicer Compensation

Introduction

This chapter contains information on servicer compensation.

A2-3-01, Servicer Compensation (12/14/2016)

Introduction
This topic contains the following:

- Servicing Fees
- Calculating and Collecting Servicing Fees

Servicing Fees

Servicing fees are payable to the servicer from the time Fannie Mae purchases or securitizes a mortgage loan until it is liquidated (or otherwise removed from an MBS pool or Fannie Mae's active accounting records), as long as the servicer collects or remits the mortgage loan payments.

As compensation for servicing mortgage loans for Fannie Mae, Fannie Mae pays the servicer servicing fees and allows it to retain the following:

- late charges,
- fees charged for certain servicing activities,
- yield differential adjustments, and
- in some cases, either a share or all of any applicable prepayment premiums that Fannie Mae permits under the terms of a negotiated contract.

As described in the Lender Contract, the servicer bears the cost of servicing mortgage loans sold to Fannie Mae, except as expressly provided otherwise in Fannie Mae's Guides. The servicing fee that Fannie Mae pays the servicer and the other revenue sources consistent with the Guides are intended to compensate the servicer for a variety of standard activities associated with the servicing of mortgage loans.

The servicer may not sell, assign, transfer, pledge, or hypothecate its servicing compensation (or any portion of it) or enter into any agreement that would result in the sale, assignment, transfer, pledge, or hypothecation of that income or its servicing rights, except under the conditions and circumstances specified in A2-7-02, Pledge of Servicing Rights and Transfer of Interest in Servicing Income.

Calculating and Collecting Servicing Fees

The exact servicing fee that applies to any given mortgage loan appears on the trial balance report that is produced by Fannie Mae's investor reporting system (see the Investor Reporting Manual).

Because servicing fees are computed on the same UPB and for the same period as the interest portion of the monthly installment, the servicer generally can base its servicing fee calculation on the interest collected. However, when a mortgage loan is undergoing negative amortization, servicing fees must be based on the interest amount that is accrued, rather than on the amount that was actually collected.

For mortgage loans where military indulgence is warranted or required under the SCRA, see D2-3.4-01, Military Indulgence, for the calculation of servicing fees.

The servicer is authorized to obtain its servicing fee compensation by way of the methods in the following table.

If the servicing fee is paid…	Then the servicer is authorized to obtain its servicing fee compensation by…
on a monthly basis	• deducting its fee from each borrower's payment before it is deposited to the custodial account, or • writing itself a check against its custodial account for the amount of servicing fee that is due each month.
upon liquidation of the mortgage loan	• deducting its fee from the amount sent to Fannie Mae when the borrower pays off their mortgage loan, • deducting its fee from the proceeds of a third-party foreclosure sale if sold for total mortgage indebtedness, or • deducting its fee from the amount remitted to redeem an acquired property if the property is redeemed for total mortgage indebtedness.

Depending on the type of mortgage loan, the servicer is authorized to retain additional servicing compensation as described in the following table.

If the mortgage loan is a…	Then the servicer is authorized to retain as additional servicing compensation the amount by which the mortgage coupon rate exceeds…
portfolio mortgage loan	• Fannie Mae's PTR for a mortgage loan, or • Fannie Mae's required yield for a participation interest.

If the mortgage loan is a…	Then the servicer is authorized to retain as additional servicing compensation the amount by which the mortgage coupon rate exceeds…
MBS mortgage loan	• the PTR for a fixed-rate MBS mortgage loan, • the pool accrual rate for a stated-structure ARM MBS pool, or • the accrual rate for the mortgage loan for a weighted-average ARM MBS pool, to the extent that it is greater than the minimum allowable retained servicing spread but less than the maximum allowable retained servicing spread.

Recent Related Announcements

There are no recently issued Announcements related to this topic.

A2-3-02, Servicing Fees for Portfolio and MBS Mortgage Loans (07/13/2022)

The servicer's total servicing fee for a mortgage loan generally is the difference between the mortgage interest rate and the rate at which the servicer passes through interest to Fannie Mae. However, the servicer of an MBS mortgage loan must pay Fannie Mae a guaranty fee (unless the mortgage loan reaches a certain level of delinquency), so its total servicing fee compensation is reduced by the amount of the guaranty fee. In addition, the total servicing compensation for a conventional mortgage that has lender-purchased MI is reduced by the accrual for the applicable renewal premium for this coverage. The total servicing fee (after deduction of the applicable guaranty fee for an MBS mortgage and/or the applicable renewal premium accrual for a mortgage with lender-purchased MI) must at least equal Fannie Mae's required minimum servicing fee for the particular type of mortgage loan.

See F-2-08, Servicing Fees for MBS Mortgage Loans and F-2-09, Servicing Fees for Portfolio Mortgage Loans for a list of the servicing fees by mortgage loan type. See also *Remitting MBS Guaranty Fees and Charges* in F-1-20, Remitting and Accounting to Fannie Mae for information on when Fannie Mae will suspend drafting guaranty fees for a delinquent MBS mortgage loan.

Servicing Fees During and After a Mortgage Loan Modification Trial Period Plan: During a Trial Period Plan, the servicer continues to earn servicing fees to the extent that the borrower's payments equal a contractual full payment.

The servicer will receive servicing fees when the mortgage loan modification becomes effective. If the servicing

fee that the servicer was receiving before the mortgage loan modification was greater than one-quarter of one percent (0.25%), then the servicer must change the servicing fee to one-quarter of one percent (0.25%). For mortgage loans that have lender-paid MI, see B-8.1-02, Paying Conventional Mortgage Insurance Premiums for additional information.

Servicing Fees After a Payment Deferral: The servicer will continue to receive the servicing fee it was receiving prior to completing the payment deferral after the payment deferral becomes effective.

Recent Related Announcements

The table below provides references to recently issued Announcements that are related to this topic.

Announcements	Issue Date
Announcement SVC-2022-05	July 13, 2022
Announcement SVC-2020-04	September 9, 2020

A2-3-03, Yield Differential Adjustments (08/16/2017)

When the interest rate of a fixed-rate mortgage loan is greater than Fannie Mae's required yield, it allows the servicer to retain all or part of this difference. A similar concept applies for ARM loans when the mortgage margin — or net mortgage margin for net yield commitments — exceeds Fannie Mae's required commitment margin. The exact amount of the difference that the servicer may retain —which is called a yield differential adjustment —is determined by the policy Fannie Mae had in effect when it issued its commitment to purchase the mortgage loan. In addition, ARM loans may have a short-term yield differential until the first interest rate change if the "base interest rate" or "net mortgage rate" exceeds Fannie Mae's required yield.

The exact amount of yield differential adjustment that the servicer may retain is usually determined by the policy that was in effect when Fannie Mae issued its commitment to purchase the mortgage loan. See F-2-05, Historical Yield Differential Adjustment Provisions for Fannie Mae's present yield differential adjustment policy and a historical record of the various yield differential adjustment policies that may apply to mortgage loans in the servicer's portfolio.

Yield differential adjustments may be changed, or eliminated altogether, under the conditions described in the following table.

If Fannie Mae…	Then…
sells the mortgage loan or an interest in it	any yield differential adjustment will be eliminated—although Fannie Mae's pooling of portfolio mortgage loans to form an MBS will not affect the servicer's yield differential adjustment.
terminates the servicer's right to service the mortgage loan (either with cause or without cause)	any yield differential adjustment will be eliminated, unless Fannie Mae agrees otherwise in writing.
purchased an ARM loan at a ***discount***	the yield differential adjustment will be eliminated when the first interest rate adjustment occurs. See F-2-05, Historical Yield Differential Adjustment Provisions for an exception to this policy.
purchased an ARM loan at ***par***	the yield differential adjustment may be reduced when the first interest rate change occurs. See F-2-05, Historical Yield Differential Adjustment Provisions for an explanation of how the new yield differential adjustment is determined.

Additionally, if the servicer chooses to terminate its servicing responsibility under the terms of the Lender Contract, any yield differential adjustment will be eliminated, unless Fannie Mae agrees otherwise in writing.

Recent Related Announcements

There are no recently issued Announcements related to this topic.

A2-3-04, Late Charges as Compensation (12/11/2019)

The servicer may collect late charges, and if it does, it must do so in compliance with the requirements set forth in *Selling Guide* B8-3-02: Special Note Provisions and Language Requirements. Also, see C-1.1-01, Servicer Responsibilities for Processing Mortgage Loan Payments for Fannie Mae requirements regarding application of payments, including late charges.

The servicer must report the amount of late charges it collects each month for a given mortgage loan as part of

the monthly activity information it provides through Fannie Mae's investor reporting system. See the Investor Reporting Manual for additional information.

Recent Related Announcements

The table below provides references to recently issued Announcements that are related to this topic.

Announcements	Issue Date
Announcement SVC-2019-08	December 11, 2019

A2-3-05, Fees for Certain Servicing Activities (11/08/2017)

Introduction
This topic contains the following:

- Prohibited Fees for Servicing
- Allowable Fees for Servicing
- Additional Fee Assessment Guidelines

Prohibited Fees for Servicing

The servicer is not authorized to charge the borrower fees relating to the following activities:

- handling borrower disputes;
- facilitating routine borrower collections;
- arranging repayment or forbearance plans;
- sending borrowers notices (sometimes called "demand" or "breach" letters) relating to nonpayment of principal, interest, taxes, or insurance in advance of a formal acceleration notice that matures the mortgage loan principal balance and begins the foreclosure process; and
- updating the servicer's records to "reinstate" a mortgage loan that has been brought current.

Allowable Fees for Servicing

The servicing fee generally is not intended to encompass certain additional work that the servicer performs at the borrower's request or on the borrower's behalf, including but not limited to:

- a change in ownership of the security property,
- replacement of insurance policies,

- a release or partial release of security,
- providing expedited service via fax,
- providing more than one payoff statement in a short period of time (or even a single payoff statement if applicable law expressly permits a borrower fee),
- providing duplicate copies of mortgage loan documents,
- accepting a “phone pay” payment, and
- consummating the assumption of a mortgage loan.

Additional Fee Assessment Guidelines

The following table describes additional fee assessment guidelines based on activities for ARM loan adjustments or assumptions.

For…	The servicer…
ARM loan adjustments	may not charge fees for the interest rate or payment changes that are required periodically for ARM loans, although it may charge a processing fee to cover the administrative costs of converting an ARM loan to a fixed-rate mortgage loan, limited to $100 for most ARM plans or $250 for ARM plans that include a monthly conversion option.
transfers of ownership, assumptions, and releases of liability of conventional mortgage loans	must limit the assumption fee, although out-of-pocket expenses for processing the transaction —such as the cost of the credit report —may be charged at actual cost. Fannie Mae considers the following fee schedule to be reasonable; however, if the servicer’s costs do not warrant these fees, it should charge lower fees: • $100 if the transfer of ownership does not require a review of the purchaser’s (transferee) credit, or • the greater of $400 or 1% of the UPB of the mortgage loan —up to a maximum of $900 —if the transfer of ownership requires credit approval of the transferee or a release of liability is requested. The servicer must advise Fannie Mae of any fees it collects for a transfer of ownership as part of the monthly activity information it provides through the Fannie Mae investor reporting system.
assumptions of FHA or VA mortgage loans	must follow FHA or VA requirements regarding the maximum allowable assumption fees for these government mortgage loans.

Recent Related Announcements

There are no recently issued Announcements related to this topic.

A2-3-06, Prepayment Premiums (11/12/2014)

The servicer must not collect prepayment premiums from the borrower when a mortgage loan is paid in full—unless the mortgage loan was delivered under a negotiated contract that specifically permitted enforcement of the provisions of the mortgage documents that authorized the charging of a premium for prepayments. Even then, the servicer must not charge the prepayment premium when the mortgage debt is accelerated as the result of the borrower's default in making their mortgage loan payments.

If the servicer collects prepayment premiums under the terms of a negotiated contract, it must report any prepayment premium it collects for a given mortgage loan (even if the premium is not remitted to Fannie Mae) as part of the monthly activity information it provides through Fannie Mae's investor reporting system.

Recent Related Announcements

There are no recently issued Announcements related to this topic.

Chapter A2-4, Fannie Mae's Quality Control Review

Introduction

This chapter contains information on Fannie Mae's quality control review.

A2-4-01, Quality Control Reviews (08/17/2016)

Introduction
This topic contains the following:

- Overview
- Notification of a Quality Control Review
- Timely Delivery of Individual Mortgage Loan Files
- Document Submission Requirements
- Fannie Mae's Quality Control Review
- Requirements Specific for Servicing Quality Control Reviews
- Fannie Mae Quality Control Report
- Appeal of Fannie Mae QC Review Decisions
- Servicing Review File Requirements
- Underwriting or Servicing Reviews of Acquired Properties

Overview

Fannie Mae may review mortgage loans it has purchased or securitized (including those with early payment defaults, those that have been foreclosed, as well as any other mortgage loan) to ensure that its underwriting, eligibility, and servicing requirements have been met.

When Fannie Mae's quality assurance risk assessment identifies a mortgage loan as having a higher degree of risk, Fannie Mae may perform a post-foreclosure full file QC review to evaluate the seller/servicer's initial underwriting of the mortgage loan and, if applicable, the actions the seller/servicer took in servicing the mortgage loan. In such cases, Fannie Mae will notify the seller/servicer about the type of review Fannie Mae will perform and the scope of the review.

Notification of a Quality Control Review

The seller/servicer is notified which mortgage loans Fannie Mae has selected for review via written or electronic notification. Electronic notification will be delivered via Loan Quality Connect if the seller/servicer has signed up for it.

Timely Delivery of Individual Mortgage Loan Files

The seller/servicer must send the requested documentation for an underwriting or servicing review so that Fannie Mae receives the review file within 30 days after Fannie Mae notifies the seller/servicer that it has selected a mortgage loan for review. Fannie Mae, in its sole discretion, may request the documentation in a shorter or longer period of time based upon circumstances at the time.

Fannie Mae will make every effort to work with the seller/servicer when extenuating circumstances prevent it from delivering documentation in a timely manner. However, if a seller/servicer delays in providing the requested information, Fannie Mae, in its sole discretion, reserves the right to require indemnification, repurchase (depending on the circumstances of the individual case) of these mortgage loans, or other alternatives. When a seller/servicer has a pattern of extensive delays or unresponsiveness, Fannie Mae may consider this a breach of contract and consider other actions against the seller/servicer, up to and including termination.

Document Submission Requirements

The seller and servicer must maintain a complete individual mortgage loan file and be able to produce copies of the complete individual mortgage loan file upon Fannie Mae's request. The servicing review file must include supporting documents for all *requests for expense reimbursement* it has submitted or intends to submit to Fannie Mae (for example, vendor invoices and third-party invoices from the vendor rendering services), in addition to other servicing and liquidation information such as

- property inspection reports,
- copies of delinquency repayment plans,

- copies of disclosures of ARM loan interest rate and payment changes,
- documents related to insurance loss settlements, and
- foreclosure records, as stated in the *Servicing Guide*.

In all instances, the servicer must document its compliance with all Fannie Mae policies and procedures, including, but not limited to, timelines that are required by the *Servicing Guide*. The servicer must maintain in the individual mortgage loan file all documents and system records that preserve Fannie Mae's ownership interest in the individual mortgage loan.

When Fannie Mae requests both a mortgage loan origination and a mortgage loan servicing file, the seller/servicer must package the material as a single PDF file.

The complete mortgage loan file must include clear copies of any required documents. Documents must be provided in the required format, via the Loan Quality Connect System to ensure successful delivery.

Fannie Mae's Quality Control Review

Fannie Mae has QC policies and procedures in place for its review of performing and non-performing mortgage loans. Fannie Mae uses a statistically valid approach in selecting a random sample of new mortgage loan deliveries for review. The random sample is augmented with targeted, discretionary sampling, which aids in the measurement of the overall quality of mortgage loan deliveries. The QC process evaluates individual mortgage loan files on a comprehensive basis with the primary focus of confirming that mortgage loans meet Fannie Mae's underwriting and eligibility requirements. Fannie Mae will continue to review any servicing files requested with the primary focus of confirming that the mortgage loan has been serviced in accordance with the Lender Contract.

The QC process also provides the seller/servicer with data and feedback about the quality of its mortgage loan origination process. The goal is to engage the seller/servicer in frequent, meaningful exchanges of information about trends in the quality of delivered mortgage loans and to inform the seller/servicer about significant underwriting deficiencies identified through the QC review process. Together, Fannie Mae and its sellers/servicers should share a commitment to improving the quality of mortgage loan originations. Fannie Mae requires that the seller/servicer implement and enforce strong underwriting processes and, if necessary, will work with the seller/servicer to develop action plans to improve origination quality.

Fannie Mae's QC policies are administered by its LQC. The selection process may change at any time to address concerns.

Requirements Specific for Servicing Quality Control Reviews

Fannie Mae will utilize delinquent mortgage loan status code data and other information collected from the servicer during other interactions to identify delays in the default management process. Fannie Mae may elect to perform a servicing review to further evaluate the actions the servicer took in servicing those mortgage loans.

Fannie Mae will notify the servicer of the intention to perform a desk review or an on-site review. The servicer must submit the requested documentation or make it available for an on-site review in the time frame specified in the notification. If the servicer fails to do so, Fannie Mae may exercise available remedies, including

compensatory fees, without first reviewing the individual mortgage loan file. The list of documents that must be included in any servicing review file Fannie Mae request are outlined in *Servicing Review File Requirements*.

Fannie Mae will communicate any performance deficiencies noted to the servicer. Unless Fannie Mae elects to immediately terminate the servicer's right to service the mortgage loans, the servicer will be given an opportunity to explain any mitigating circumstances or factors that justify the servicing actions it took or did not take within the time frame specified by Fannie Mae in its communication of the performance deficiencies.

Fannie Mae's evaluation of the actions the servicer took in servicing the mortgage loan will focus primarily on determining whether the servicer took all of the appropriate steps to cure the delinquency or avoid foreclosure (through Fannie Mae's various relief provisions or foreclosure prevention alternatives) and, if a foreclosure could not be avoided, on confirming that the servicer completed the legal actions within Fannie Mae's required time frames.

For the most part, Fannie Mae will rely on various reports that are produced by its automated delinquency and foreclosure prevention management systems to evaluate the servicer's performance. However, when Fannie Mae's analysis of these reports indicates that there is a possibility that the servicer's delinquency management performance is poor or if Fannie Mae believes certain servicing files should be reviewed for other reasons, Fannie Mae may require the servicer to submit a servicing review file for a mortgage loan to Fannie Mae's SF CPM division (see F-4-02, List of Contacts).

If Fannie Mae identifies deficiencies in its evaluation of the servicing review file, it will communicate them to the servicer. The servicer, in most instances, will be given an opportunity to explain any mitigating circumstances or factors that justify the servicing actions it took (or did not take).

When the servicer's review identifies significant deficiencies, it may offer to purchase the property from Fannie Mae when it submits the complete individual mortgage loan file (rather than waiting for the results of Fannie Mae's review). Fannie Mae will entertain such offers–as long as they will make Fannie Mae whole and are permitted by the Trust Agreement, if applicable–since Fannie Mae would no longer have to be concerned about the property disposition process.

When Fannie Mae has received the origination and/or servicing review file, it will begin the process of reviewing the file(s) to determine whether the mortgage loan met Fannie Mae's origination, eligibility and/or servicing standards. If Fannie Mae concludes that a repurchase demand should be issued on a mortgage loan pursuant to the origination defect remedies framework, Fannie Mae generally will issue a request for repurchase (calling for the servicer to take title to the property and pay Fannie Mae for its full investment in it). Fannie Mae may, on occasion, give the servicer the option of having Fannie Mae dispose of the property (and agreeing to indemnify Fannie Mae for any loss Fannie Mae incurs in connection with the sale), or require the lender to fully reimburse Fannie Mae for its loss through a demand for a make whole payment in the event that Fannie Mae sells the property or accepts a purchase offer prior to notifying the servicer that the mortgage loan did not meet Fannie Mae's eligibility or underwriting requirements.

In the event the servicing defect identified by Fannie Mae also turns out to be a breach of any provision of any MI policy issued with respect to a mortgage loan, the seller/servicer is not released from any breach of the Lender Contract that may result if the MI company insuring the loan rescinds, cancels, denies, or curtails the MI benefit due to the same or similar acts or omissions that make up the defect.

Fannie Mae Quality Control Report

Fannie Mae provides the seller/servicer with ongoing feedback about their overall QC performance. The feedback identifies defect types, reporting on frequent or common defects, and describes quality trend analyses and significant underwriting deficiencies identified through the QC review process. This information is provided through a variety of methods that range from regular electronic transmissions to more formal periodic discussions.

When Fannie Mae identifies a defective mortgage loan, it may in its sole discretion, impose a condition to retaining the mortgage loan, such as requiring the seller/servicer to agree to an alternative remedy to repurchase. In some cases, as permitted by the Lender Contract, Fannie Mae will issue a repurchase or make whole payment request to the seller/servicer.

The *Servicing Guide* contains timelines by which the seller/servicer must pay Fannie Mae the funds that are due in connection with a demand for a servicing remedy in *A1-3-02, Fannie Mae-Initiated Repurchases, Indemnifications, Make Whole Payment Requests and Deferred Payment Obligations*. If the seller/servicer delays in this or has a pattern of unresponsiveness, Fannie Mae may consider this an independent breach of contract and consider other actions against the seller/servicer, up to and including termination.

Certain servicing repurchase alternatives may be available only to certain seller/servicers that are in good standing with Fannie Mae. See *Servicer Responses to a Demand in A1-3-02, Fannie Mae-Initiated Repurchases, Indemnifications, Make Whole Payment Requests and Deferred Payment Obligations* for more information.

Appeal of Fannie Mae QC Review Decisions

Fannie Mae maintains processes for the seller/servicer to appeal a demand for a servicing remedy, including an IDR process, in certain instances. See the Selling Guide for more information on the origination defect remedies framework appeals process and *Servicer Responses to a Demand* in A1-3-02, Fannie Mae-Initiated Repurchases, Indemnifications, Make Whole Payment Requests and Deferred Payment Obligations for more information on the servicing defect remedies framework appeal and escalation processes. A demand for a repurchase servicing remedy or reimbursement may be rescinded or withdrawn because the seller/servicer provides documentation within the time period specified by Fannie Mae (when Fannie Mae determines that a breach of the Lender Contract may be corrected).

Servicing Review File Requirements

The following table provides a list of the documentation that must be included in the servicing review file.

✓	**The servicer must include in the servicing review file...**
	The collection history for the default that led to the foreclosure or mortgage release (including the reason for the default, delinquency notices sent, and copies of borrower's previous payment histories).
	A summary of all attempts to develop a workout plan or arrange a workout option, including evidence of any communication with Fannie Mae.

✓	The servicer must include in the servicing review file...
	A bankruptcy tracking log, or a separate report indicating the dates of any bankruptcy filings and the dates that any lifting of a bankruptcy stay was attempted and attained.
	The foreclosure tracking log, or a separate report indicating the date that the case was referred to the foreclosure attorney and the date of the foreclosure sale, as well as summarizing any communications with Fannie Mae about delays in the foreclosure process (including delays resulting from the presence of hazardous waste, natural disasters, massive layoffs, etc.) or departures from standard foreclosure procedures (such as using judicial foreclosure in a power of sale state).
	Any other type of information that is requested, given the type of review.

The outside of the servicing review file must clearly identify the case, as follows:

- servicing file for acquired property;
- mortgage remittance type (A/A, S/A, or S/S);
- servicing option (special or shared risk);
- Fannie Mae mortgage loan number;
- servicer mortgage loan number;
- borrower's name; and
- property address.

Underwriting or Servicing Reviews of Acquired Properties

When Fannie Mae receives an offer to purchase an acquired property that is also subject to an underwriting or servicing review, Fannie Mae may accept the purchase offer without first notifying the servicer, whether or not a final decision has been reached with respect to the review. If, after completion of the review, Fannie Mae determines that the mortgage loan did not meet its eligibility or underwriting requirements and Fannie Mae has incurred a loss by selling the property, the seller/servicer will be required to fully reimburse Fannie Mae for its loss.

Recent Related Announcements

There are no recently issued Announcements related to this topic.

Chapter A2-5, Individual Mortgage Loan Files and Records

Introduction

This chapter contains information on resources for mortgage loan files and records, including electronic transactions.

A2-5-01, Ownership and Retention of Individual Mortgage Loan Files and Records (02/14/2024)

See the *Selling Guide* Chapter A2-4, Individual Mortgage Loan Files and Records for the following requirements:

- *Selling Guide* A2-4.1-01, Establishing Loan Files for information on documentation requirements and managing the individual loan file.
- *Selling Guide* A2-4.1-02, Ownership and Retention of Loan Files and Records for information on records retention.
- *Selling Guide* A2-4.1-03, Electronic Records, Signatures, and Transactions for information related to maintaining electronic records and data integrity.
- *Selling Guide* A2-4.1-04, Notarization Standards for requirements for notarization, including audio-visual aided remote ink-signed notarization (RIN).

Recent Related Announcements

The table below provides references to recently issued Announcements that are related to this topic.

Announcements	Issue Date
Announcement SVC-2024-01	February 14, 2024
Announcement SVC-2022-07	October 12, 2022
Announcement SVC-2021-04	July 14, 2021

Chapter A2-6, Custodial Documents

Introduction

This chapter contains information on the requirements related to custodial documents.

A2-6-01, Custodial Documents (05/15/2019)

Introduction
Custodial documents are the legal documents pertaining to a mortgage loan that a document custodian takes into physical possession when Fannie Mae purchases or securitizes a mortgage loan.

See the *Selling Guide* for the following requirements:

- *Selling Guide* A3-3-04, Document Custodians for the requirements for document custodians
- *Selling Guide* A3-3-05, Custody of Mortgage Documents for the requirements for the custody of mortgage documents

Recent Related Announcements

The table below provides references to recently issued Announcements that are related to this topic.

Announcements	Issue Date
Announcement SVC-2019-03	May 15, 2019

Chapter A2-7, Servicing Transfers

Introduction

This chapter contains information on Servicing Transfers.

A2-7-01, Concurrent Servicing Transfers (05/11/2022)

Introduction
This topic contains the following:

- Overview
- Servicing Assignment Contract
- Notification of Concurrent Servicing Transfers
- Notifying Borrowers
- Termination of Concurrent Servicing Transfers

Overview

A concurrent servicing transfer (also known as a transfer of servicing concurrent with delivery) occurs when a seller transfers the servicing rights for a mortgage loan to a Fannie Mae–approved servicer at the same time it sells the mortgage loan to Fannie Mae. This is an "automatic" transfer because Fannie Mae's prior approval of the transaction is not required.

In a concurrent servicing transfer (also known as a transfer of servicing concurrent with delivery), the transferee servicer is under the same contractual obligations under the MSSC as the mortgage loan seller. The transferee servicer must meet Fannie Mae's eligibility criteria that apply to a seller/servicer that becomes Fannie Mae's servicer in a post-delivery transfer of servicing as set forth in A2-7-03, Post-Delivery Servicing Transfers.

If the mortgage loan seller is servicing the mortgage loans prior to delivery and will not be servicing the mortgage loans after delivery, the mortgage loan seller may automatically transfer servicing to a seller/servicer that is eligible to service them for Fannie Mae, and has agreed to do so, effective concurrently with delivery of the mortgage loans to Fannie Mae. The mortgage loan seller must notify Fannie Mae at the time of mortgage loan delivery that servicing has been transferred.

Additionally, the mortgage loan seller may designate the seller/servicer as Fannie Mae's servicer for the mortgage loans by notifying Fannie Mae at the time of delivery if

- the mortgage loan seller is not servicing the mortgage loans prior to delivery because it has contracted with a transferee servicer to service the mortgage loans for the mortgage loan seller;
- the mortgage loan seller will not be servicing the mortgage loans after delivery;
- the transferee servicer is eligible to service the mortgage loans for Fannie Mae; and
- the transferee servicer agrees to service the mortgage loans for Fannie Mae, which requires the contractual servicing relationship be with Fannie Mae instead of with the mortgage loan seller.

If the servicer wants the contractual servicing relationship to be with the mortgage loan seller instead of with Fannie Mae, even after delivery of the mortgage loans to Fannie Mae, the mortgage loan seller must become Fannie Mae's servicer (as "master servicer"), and the servicer must become a "subservicer." (See A2-1-07, Subservicing for additional information).

After Fannie Mae has purchased or securitized a mortgage loan, Fannie Mae must approve all subsequent assignments of servicing related to that mortgage loan before the servicing can be transferred.

Servicing Assignment Contract

The servicing transfer agreement between the seller/servicer and the transferee servicer must provide (among other requirements) that

- the effective date for transfer of the servicing of the mortgage loans will be no later than the date Fannie Mae funds the whole loan delivery or issues the MBS;
- Fannie Mae may request and obtain (at any time) a copy of such agreement; and
- the agreement must provide, for the stated benefit of Fannie Mae, that the transferee servicer, as of the

effective date

- accepts the servicing portfolio and agrees to service the mortgage loans in accordance with all Fannie Mae requirements;
- assumes responsibility for all of the seller/servicer's contractual obligations related to the mortgage loans, including all selling warranties and any other liabilities that arise in connection with the mortgage loans or the servicing of them prior to the delivery of the mortgage loans to Fannie Mae;
- has performed due diligence review(s) of the servicing portfolio to its satisfaction, which includes examination of the books, records, and custodial accounts of the seller/servicer with respect to the servicing portfolio;
- assumes full responsibility to Fannie Mae for the correctness of such books and records; and
- represents and warrants that the provisions of any agreement between the transferee servicer and any other party providing for servicing the mortgage loans will not continue after the date on which Fannie Mae funds the whole loan delivery or issues the MBS.

By accepting a transfer of servicing, the transferee servicer agrees to the above matters and represents and warrants that they are correct (as applicable), even in those cases in which the contractual relationship between the seller/servicer and the transferee servicer is such that no agreement to assign the servicing is legally necessary at the time the mortgage loans are delivered to Fannie Mae.

Further, by designating another seller/servicer as servicer of the mortgage loans on the applicable loan schedule, the seller/servicer represents and warrants that with respect to such mortgage loans:

- the servicer has agreed to the above matters and represents and warrants that they are correct (as applicable), and
- the provisions of any agreement between the seller/servicer and any other party providing for servicing of the mortgage loans will not continue after the date on which Fannie Mae funds the whole loan delivery or issues the MBS.

However, the seller/servicer is not released from any liabilities to Fannie Mae with respect to the mortgage loans or the servicing of them prior to the delivery of the mortgage loans to Fannie Mae. The seller/servicer and the transferee servicer will be jointly and severally liable to Fannie Mae for the obligations and liabilities related to the mortgage loans or the servicing of them that arise before delivery of the mortgage loans to Fannie Mae.

In addition to the requirements of this section, a transfer of servicing that becomes effective concurrent with delivery of the mortgage loans to Fannie Mae must be implemented in accordance with Fannie Mae's requirements in A1-1-02, Representation and Warranty Requirements.

After Fannie Mae has purchased or securitized a mortgage loan, Fannie Mae must approve all subsequent assignments of servicing related to that mortgage loan before the servicing can be transferred. See A2-7-03, Post-Delivery Servicing Transfers for additional information.

Notification of Concurrent Servicing Transfers

The mortgage loan seller must notify Fannie Mae of the transferee servicer by entering the transferee servicer's nine-digit Fannie Mae seller/servicer number into the Loan Delivery application.

Special Provision for Puerto Rico: Assignments of mortgage loans generally are not recordable in Puerto Rico. Therefore, no intervening assignments need to be prepared, recorded, or retained in the individual mortgage loan file.

The recordation of deeds of assignment is permitted in connection with direct mortgage loans (which are mortgage loans that are documented by a single instrument that combines the terms of the note and the terms of the mortgage loan). In this case, the individual mortgage loan file must include a complete, unbroken chain of public deeds of assignment for the mortgage loan that evidence the transfer of title beginning with the originating seller/servicer and ending with the servicer.

Notifying Borrowers

The transferor and transferee servicers must work together closely to ensure that borrowers whose mortgage loans are the subject of a servicing transfer receive the information described in the following table.

✓	**The transferor and transferee servicer must provide borrowers...**
	Prompt and accurate information of a pending transfer of servicing.
	Prompt and courteous responses to their inquiries about the transfer.
	Specific notices regarding the transfer of servicing.

All notices provided to borrowers must be made in accordance with applicable law, including the provisions of the RESPA and any state law requirements.

If the servicer determines that the RESPA notification of transfer letter is returned, the servicer must initiate skip trace activities to obtain an alternate mailing address.

Termination of Concurrent Servicing Transfers

If a concurrent servicing transfer does not meet Fannie Mae's eligibility standards as stated in the *Servicing Guide*, Fannie Mae is entitled to terminate the transferee servicer's servicing with respect to the affected mortgage loans in order to transfer servicing of the mortgage loans to another servicer pursuant to Fannie Mae's rights under the MSSC. The mortgage loan seller is obligated for all Fannie Mae losses resulting from the seller's designation of an ineligible servicer.

Recent Related Announcements

The table below provides references to recently issued Announcements that are related to this topic.

Announcements	Issue Date
Announcement SVC-2022-03	May 11, 2022

A2-7-02, Pledge of Servicing Rights and Transfer of Interest in Servicing Income (11/25/2015)

Introduction
This topic contains the following:

- Overview
- Pledges of Servicing Rights
- Security Agreement
- Acknowledgment Agreement
- Transfer of an Interest in Servicing Income
- Purchase and Sale, Security, or Financing Agreement
- Subordination of Interest Agreement

Overview

Fannie Mae will permit the seller/servicer to enter into one of the following transactions, provided that the purpose for the transaction is a purpose permitted by Fannie Mae, as described below, and the seller/servicer obtains the prior written consent of Fannie Mae, in its sole discretion:

1. a pledge or grant of a security interest in the servicing rights to all or part of its Fannie Mae servicing portfolio, including mortgage loans in MBS pools (a “pledge of servicing”);

2. a sale, assignment, transfer, pledge, or hypothecation of all or any portion of its compensation in excess of the amount needed to service mortgage loans for Fannie Mae (“excess servicing compensation”); or

3. a sale, assignment, transfer, pledge, or hypothecation of all or any portion of its right to receive reimbursement of servicing advances.

> **Note**: A transaction described in item 2 or 3 is referred to as a “transfer of an interest in servicing income.”

The seller/servicer is authorized to enter into a pledge of servicing or a transfer of an interest in servicing income for the following purposes only:

- to fund the acquisition of and performance of required servicing activities for additional servicing and/or servicing portfolios;
- to provide collateral for warehouse lines of credit; or
- to effect the purchase of all or substantially all of the assets of a mortgage banking company, including a management buyout of its existing company or a buyout of the controlling ownership interests of existing shareholders.

The seller/servicer must request Fannie Mae's prior approval of a specific pledging transaction or transfer of an interest in servicing income at least 30 days prior to the proposed effective date.

Pledges of Servicing Rights

A pledge of servicing transaction between the seller/servicer and the secured creditor must be documented by a security agreement determined by the seller/servicer and the secured creditor. The seller/servicer, the secured creditor, and Fannie Mae must also execute an acknowledgment agreement acceptable to Fannie Mae which sets forth the rights and responsibilities of the seller/servicer, the secured creditor, and Fannie Mae.

Security Agreement

The seller/servicer pledging its servicing rights and the secured party to whom the rights are pledged must enter into a legally binding security agreement. Fannie Mae does not specify the precise terms or provisions that must be included in the security agreement. However, since the terms and provisions of the acknowledgment agreement (which is executed by the seller/servicer, the secured creditor, and Fannie Mae) will prevail if there are any conflicts or inconsistencies between the security agreement and the acknowledgment agreement, both parties executing the security agreement should make every effort to ensure that there are no conflicts or inconsistencies between the two agreements.

Each request for approval of a proposed pledge of servicing must include a copy of the related proposed security agreement. The seller/servicer and the secured creditor may amend the security agreement after Fannie Mae approves the transaction without obtaining Fannie Mae's prior consent, as long as

- all representations and warranties made by the seller/servicer and the secured party in the acknowledgment agreement will apply to such amendment, and
- the acknowledgment agreement does not specify that Fannie Mae's prior written consent is required prior to any change in particular provisions of the security agreement.

The secured creditor must include in any financing statement it files for recordation in connection with the security agreement a statement, in the form set forth in the acknowledgment agreement, that the security interest described in the financing statement is subject and subordinate to all rights, powers, and prerogatives of Fannie Mae under, and in connection with the terms of the acknowledgment agreement, and the Lender Contract, which rights, powers, and prerogatives include, without limitation, the right of Fannie Mae to terminate the seller/servicer's Lender Contract with or without cause and the right to sell, or have transferred, the seller/servicer's Fannie Mae servicing rights as therein provided.

The secured creditor must also adhere to the requirements listed in the following table.

✓	The secured creditor must...
	Provide copies of the executed security agreement and any recorded financing statement to Fannie Mae's Mortgage Servicing Rights Pledges division (see F-4-02, List of Contacts).
	File for recording a proper release of the recorded financing statement within five business days after the effective date of the termination, transfer, or extinguishment of the security interest, and must notify Fannie Mae's Mortgage Servicing Rights Pledges division (see F-4-02, List of Contacts) of the filing if • the security interest is released or extinguished, or • the pledged servicing rights are transferred to the secured creditor as a result of the seller/servicer's default under the security agreement or in accordance with the terms of the acknowledgment agreement.

Acknowledgment Agreement

Fannie Mae will not approve any request for a pledge of servicing unless the seller/servicer, the secured creditor, and Fannie Mae execute an acknowledgment agreement. The servicer may request the basic form of acknowledgment agreement (which may be modified by Fannie Mae to describe the particular pledge transaction and include any other terms and conditions to Fannie Mae's approval of such transaction, in its sole discretion), from Fannie Mae's Mortgage Servicing Rights Pledges division (see F-4-02, List of Contacts).

Under the terms of the acknowledgment agreement, the secured creditor's security interest is subordinate to all of Fannie Mae's rights, powers, and prerogatives under the acknowledgment agreement and the Lender Contract.

The secured creditor has no claim or entitlement as a secured creditor against Fannie Mae, and Fannie Mae has no duty or obligation to the secured creditor, except as otherwise expressly provided in the acknowledgment agreement. The acknowledgment agreement provides that if the secured party sells one or more participations in the loans made pursuant to the security agreement, the participants shall benefit under the security agreement and the acknowledgment agreement solely through the secured party.

The secured creditor may request that Fannie Mae transfer the servicing of the mortgage loans for which servicing rights have been pledged if the secured party elects to enforce its security interest or any remedy for the seller/servicer's default under the security agreement, if the secured creditor has a valid power of attorney authorizing it to make the transfer request on the seller/servicer's behalf. The secured creditor may request that the servicing be transferred to

- the secured creditor (as long as it is an approved Fannie Mae servicer), or
- such other Fannie Mae–approved servicer as the secured creditor designates.

The transfer of servicing request will be evaluated, processed, and documented under Fannie Mae's general procedures for servicing transfers, unless Fannie Mae agrees to modify a specific requirement or amend a particular document. Fannie Mae will not unreasonably withhold its consent to a transfer that is proposed by the secured party. If Fannie Mae finds the proposed transferee servicer unacceptable, it will work with the secured

party to find another transferee servicer that is acceptable; provided, however, that Fannie Mae shall retain the right to establish conditions to the approval of any such transfer in its sole discretion.

Fannie Mae has the right, under the terms of its contracts with the seller/servicer, to terminate, sell, or transfer the servicing that has been pledged. If Fannie Mae exercises that right, it may recognize a right of the secured creditor to request that it be retained to service the pledged servicing rights and assume the obligations and liabilities of the seller/servicer to Fannie Mae on such terms and conditions as may be prescribed by Fannie Mae. If Fannie Mae exercises its right to terminate, sell, or transfer the servicing that has been pledged, subject to any such right of assumption of the secured party, Fannie Mae will either

- market and sell the pledged servicing in a manner it deems appropriate, or
- retain the pledged servicing and have the market value (the “appraised market value”) established by a qualified market leader in servicing valuations selected by Fannie Mae.

Under the terms of the acknowledgment agreement, the servicing rights that have been pledged will be at all times after such termination, sale, or transfer effected by Fannie Mae in accordance with its contractual provisions with the seller/servicer, free and clear of the secured creditor's security interest.

When Fannie Mae exercises its right to terminate, sell, or transfer servicing that has been pledged, it may select the secured creditor or its designee to act as the new servicer or subservicer of the mortgage loans, or another Fannie Mae–approved servicer. Fannie Mae will notify the secured creditor after it terminates the seller/servicer’s servicing rights that have been pledged.

Fannie Mae will notify the secured creditor of its right to claim all or part of any remaining sales proceeds, appraised market value, or any applicable contract termination fees if it has a valid power of attorney from the seller/servicer authorizing it to request distribution of the sales proceeds, appraised market value, or any applicable contract termination fees, to the extent that Fannie Mae is fully reimbursed for all costs and expenses related to the determination of appraised market value or the sale or transfer and for any actual and projected amounts that are or may be due for obligations not met under the Lender Contract.

The secured creditor’s failure to execute the acknowledgment agreement may impair its ability to claim any portion of the sales proceeds, appraised market value, or any applicable contract termination fees if Fannie Mae terminates the servicer’s contract and sells the servicing portfolio and will impair its ability to request Fannie Mae to transfer the mortgage loans for which the servicing rights are pledged to another servicer if the servicer defaults under the security agreement. The servicer’s failure to seek Fannie Mae’s approval for a pledge of servicing or to execute the acknowledgment agreement could result in a suspension of its selling and servicing rights or in the termination of its Lender Contract, if it proceeds with an unauthorized pledge of its servicing rights.

Transfer of an Interest in Servicing Income

A transfer of an interest in servicing income transaction between the seller/servicer and the purchaser or financier must be documented by a purchase and sale, security, or financing agreement in a form determined by the seller/servicer and the purchaser or financier. The seller/servicer, the purchaser or financier, and Fannie Mae must also execute a subordination of interest agreement acceptable to Fannie Mae, which sets forth the rights and responsibilities of the seller/servicer, the purchaser or financier, and Fannie Mae.

Purchase and Sale, Security, or Financing Agreement

The seller/servicer that seeks to transfer an interest in servicing income and the purchaser or financier to whom the interest in servicing income is transferred must enter into a legally binding purchase and sale, security, or financing agreement. Fannie Mae does not specify the precise terms or provisions that must be included in the purchase and sale, security, or financing agreement. However, since the terms and provisions of the subordination of interest agreement (which is executed by the seller/servicer, the purchaser or financier, and Fannie Mae) will prevail if there are any conflicts or inconsistencies between the purchase and sale, security, or financing agreement and the subordination of interest agreement, both parties executing the purchase and sale, security, or financing agreement must make every effort to ensure that there are no conflicts or inconsistencies between the two agreements.

The seller/servicer must include with each request for approval of a proposed transfer of an interest in servicing income a copy of the related proposed purchase and sale, security, or financing agreement.

The seller/servicer and the purchaser or financier may amend the purchase and sale, security, or financing agreement after Fannie Mae approves the transaction without obtaining Fannie Mae's prior consent, as long as

- all representations and warranties made by the seller/servicer and the purchaser or financier in the subordination of interest agreement will apply to such amendment; and
- the subordination of interest agreement does not specify that Fannie Mae's prior written consent is required prior to any change in particular provisions of the purchase and sale, security, or financing agreement.

The purchaser or financier must include in any financing statement it files for recordation in connection with the purchase and sale, security, or financing agreement a statement, in the form set forth in the subordination of interest agreement, that the security interest described in the financing statement is subject and subordinate to all rights, powers, and prerogatives of Fannie Mae under, and in connection with the terms of the subordination of interest agreement and the Lender Contract. This includes, without limitation, the right of Fannie Mae to terminate the seller/servicer's Lender Contract with or without cause and the right to sell, or have transferred, the seller/servicer's Fannie Mae servicing rights as therein provided.

The following table provides further instructions to the purchaser or financier with regard to document submissions requirements.

✓	**The purchaser or financier must...**
	Provide copies of the executed purchase and sale, security, or financing agreement and any recorded financing statement to Fannie Mae's Mortgage Servicing Rights Pledges division (see F-4-02, List of Contacts).
	File for recording a proper release of the recorded financing statement within five business days after the effective date of the termination, transfer, or extinguishment of the security interest, notifying Fannie Mae's Mortgage Servicing Rights Pledges division (see F-4-02, List of Contacts) of the filing if the security interest is released or extinguished.

Subordination of Interest Agreement

Fannie Mae will not approve any request for the transfer of an interest in servicing income unless Fannie Mae, the seller/servicer, and the purchaser or financier execute a subordination of interest agreement acceptable to Fannie Mae. Under the terms of the subordination of interest agreement, the purchaser or financier's interest is subordinate to all of Fannie Mae's rights, powers, and prerogatives under the subordination of interest agreement and the Lender Contract.

The purchaser or financier has no claim or entitlement as a secured creditor against Fannie Mae, and Fannie Mae has no duty or obligation to the purchaser or financier, except as otherwise expressly provided in the subordination of interest agreement. The subordination of interest agreement will provide that if the purchaser or financier sells one or more participations in the interests acquired pursuant to the purchase and sale, security, or financing agreement, the participants will benefit under the purchase and sale, security, or financing agreement and the subordination of interest agreement solely through the purchaser or financier. Fannie Mae has the right, under the terms of its contracts with the seller/servicer, to terminate, sell, or transfer the servicing which creates the interest in servicing income.

Under the terms of a subordination of interest agreement relating to the transfer of an interest in excess servicing compensation, the purchaser's or financier's right to any interest in such excess servicing compensation and any payments with respect thereto will exist only as long as the seller/servicer is the servicer of the mortgage loans as to which an interest in excess servicing compensation has been transferred and is not in default of its obligations to Fannie Mae.

In the case of a subordination of interest agreement relating to the transfer of an interest in the right to receive reimbursement of servicing advances, any servicing advances made by the seller/servicer prior to the termination, sale or transfer of the related servicing by Fannie Mae will be reimbursed by Fannie Mae in accordance with the terms of the seller/servicer's Lender Contract.

If the transfer of an interest in servicing income is secured by the seller/servicer's pledge of all or part of its Fannie Mae servicing portfolio, the subordination of interest agreement will also contain provisions, similar to those described in the *Acknowledgment Agreement that set forth the rights and responsibilities of the seller/servicer, the purchaser or financier, and Fannie Mae with respect to the pledged servicing.*

The servicer's failure to seek Fannie Mae's approval for a transfer of an interest in servicing income or to execute the subordination of interest agreement could result in a suspension of its selling and servicing rights or in the termination of its Lender Contract, if it proceeds with an unauthorized transfer of an interest in servicing income.

Recent Related Announcements

There are no recently issued Announcements related to this topic.

A2-7-03, Post-Delivery Servicing Transfers (12/18/2024)

Introduction
This topic contains the following:

- Overview of Post-Delivery Servicing Transfers
- Obligations of the Transferor and Transferee Servicers
- Requesting Fannie Mae Approval
- Conditions for Approval
- Providing Consent to the Servicing Transfer
- Servicing Transfer as a Result of the Servicer's Termination of the Servicing Relationship
- Special Notifications to the Transferee Servicer
- When a Servicing Transfer Includes an eMortgage
- Servicing Fee
- Assumption of Warranties and Other Obligations
- Notifying Borrowers
- Notifying Third Parties
- Transfer of Individual Mortgage Loan Files and Portfolio Information
- Submission of Final Accounting Reports/Remittances
- Preparing Mortgage Loan Assignments
- Transfer of Custodial Documents
- Transitional Responsibilities

Overview of Post-Delivery Servicing Transfers

Subsequent to the delivery of mortgage loans to Fannie Mae, the servicer must obtain Fannie Mae's prior written consent for any transfer of servicing responsibilities involving Fannie Mae mortgage loans and/or acquired properties, including transfers

- resulting from a change in the servicer's corporate ownership or structure, and
- involving a subservicer, including master servicer transfers from one subservicer to another, from the master servicer to a subservicer, or from the subservicer to the master servicer.

The servicer or subservicer must not transfer its responsibility for servicing or subservicing any mortgage loans and/or acquired properties unless Fannie Mae approves the transfer. See *When Post-Delivery Transfers of Servicing Involve Subservicers* in A2-1-07, Subservicing for additional information.

Any unauthorized transfer of servicing or subservicing will not be recognized by Fannie Mae. An unauthorized transfer of servicing or subservicing may occur when the servicer or subservicer fails to

- give Fannie Mae adequate notice of a proposed transfer (as defined in *Requesting Fannie Mae Approval*),
- obtain its written approval for a transfer, or
- fulfill any conditions of Fannie Mae's approval of a given transfer of servicing.

Any unauthorized transfers of servicing may be the basis for terminating the contractual relationships Fannie Mae has with the transferor, transferee servicers, and any involved subservicer. However, instead of terminating the contractual relationship(s), Fannie Mae may choose to

- impose sanctions;
- impose compensatory fees (see A1-4.2-01, Compensatory Fees Other Than Delays in the Liquidation Process) for calculation of the compensatory fee for an unauthorized transfer of servicing);
- hold any transferor or transferee servicer or subservicer that enters into an unauthorized transfer of servicing jointly and severally liable for any losses incurred by Fannie Mae as the result of the unauthorized transfer; and/or
- impose other available remedies.

The transferee servicer must indicate on the *Request for Approval of Servicing or Subservicing Transfer* (Form 629) if the transferee servicer will use a subservicer as a result of the servicing transfer.

As part of the transfer of servicing review, Fannie Mae will also evaluate the performance and capacity of any subservicer the transferee servicer intends to utilize.

Fannie Mae generally will consider requests for transfers of either all or a portion of the mortgage loans and/or acquired properties that a servicer services and/or manages for it. Transfers of servicing or subservicing of individual mortgage loans in an MBS pool are permitted unless the transfer involves regular servicing option MBS mortgage loans or shared-risk special servicing option MBS mortgage loans for which the servicer's shared-risk liability is still in effect, in which case the servicing of all of the mortgage loans in the pool must be transferred.

Fannie Mae will consider the transfer of servicing, including servicing involving a subservicer, for government-guaranteed mortgage loans only if the proposed transferee servicer is a HUD-approved coinsurer that is willing to assume the coinsurance obligations for the mortgage loans.

Obligations of the Transferor and Transferee Servicers

The following table provides the requirements of the transferor servicer prior to requesting Fannie Mae's approval.

✓	**The transferor servicer must...**
	Confirm that the transferee servicer is • approved to service all products included in the transfer, including those described in *Special Seller/Servicer Approval and MSSC Addendum* in *Selling Guide* A2-1-01, Contractual Obligations for Sellers/Servicers, • aware of its duties and obligations, and • agrees to assume the additional responsibilities related to the servicing of those mortgage loans.
	Provide special notification to the transferee servicer of the products being transferred.

The transferee servicer must assume all of the responsibilities, duties, and selling warranties that were agreed to whether made when the mortgage loan was originally sold to Fannie Mae or subsequent to that date. This includes responsibility for the performance of obligations that predate the transfer, including special servicing obligations. However, the transferee servicer's assumption of these responsibilities, duties, and warranties will in no way release the transferor servicer from its contractual obligations related to the transferred mortgage loans. The two servicers will be jointly and severally liable to Fannie Mae for all warranties and for repurchase, all special obligations under agreements previously made by the transferor servicer or any previous seller or servicer (including actions that arose prior to the transfer). When a servicer transfers its contractual right to service some or all of its Fannie Mae single-family servicing to another Fannie Mae-approved servicer, any variance or waiver granted to a transferor servicer does not automatically transfer to the transferee servicer. In addition, the transferor servicer and transferee servicer must ensure that all existing special servicing obligations associated with the transferred mortgage loan are disclosed.

By beginning to service the mortgage loans the transferee servicer agrees to assume all obligations related to the servicing of MBS pools—including all duties and responsibilities under the regular servicing option or a shared-risk special servicing option, bearing all costs and risks previously borne by the transferor servicer or any earlier seller or servicer, as well as any additional costs and risks that arise subsequent to, or as the result of conditions imposed on, the transfer.

Fannie Mae's consent to a transfer of servicing does not release either the transferor servicer or the transferee servicer from any obligation it would otherwise have to Fannie Mae. As of the sale date for an approved transfer of servicing or subservicing the transferor servicer and the transferee servicer acknowledge their joint and several liability with respect to the transferred mortgage loans (and for any special obligations outstanding as of the sale date, unless Fannie Mae has agreed to release one of the servicers from a specific responsibility). Fannie Mae may look to either the transferee servicer or transferor servicer for fulfilling any financial or other obligations related to the warranties, repurchase, and special obligations. In fact, all servicers also acknowledge their obligation to ensure that Fannie Mae is paid directly any proceeds of the servicing transfer that may be required to offset any claims Fannie Mae may have against the transferor servicer and agree to indemnify and hold Fannie Mae harmless against all Fannie Mae losses arising out of a failure to fully transfer all documents, records, and funds required by the servicing transfer agreement.

Requesting Fannie Mae Approval

When requesting approval to transfer servicing, the transferor or transferee servicer or subservicer must submit a fully completed Form 629 at least

- 60 days prior to the earlier of proposed sale or transfer date for servicing transfers, and
- 30 days prior to the earlier of proposed sale or transfer date for subservicing transfers.

The transfer and sale dates must be included on Form 629. The transfer date refers to the date on which the physical transfer of the servicing or subservicing responsibilities from the transferor servicer or subservicer, as the case may be, to the transferee servicer or subservicer occurs. It may not necessarily be the same date as the sale date identified in a servicing transfer agreement. The sale date is the date on which the ownership of the servicing rights and the legal liability for the servicing of the Fannie Mae mortgage loans transfer from one servicer to another.

> **Note:** Fannie Mae may require a longer approval timeframe based on size and portfolio characteristics

> of the transfer request. The servicer should take this into account when submitting the request prior to the earlier of proposed sale or transfer dates listed above.

> **Note:** While Fannie Mae requires the transferring parties to identify the sale date associated with a servicing transfer, Fannie Mae's approval will only be issued as to the transfer date.

The proposed transfer date must be the first business day of the month for which the transferee servicer will be responsible for reporting the loan-level detail activity to Fannie Mae. Forms not submitted within the above time frames must be resubmitted and received in time for the next scheduled transfer cycle.

The servicer must submit Form 629 for all active mortgage loans.

The transferor servicer must submit a separate Form 629 for

- acquired properties,
- REMIC, and
- reverse mortgage loans.

The servicer must submit an eTransfer file for certain active mortgage loans.

Form 629 submitted for a transfer of servicing or subservicing must contain an applicable mortgage loan-level list containing all items mentioned in Form 629.

See F-1-11, Post-Delivery Servicing Transfers for additional information.

Bifurcated Mortgage Loans: Once the parties have agreed to a servicing transfer date for an active bifurcated mortgage loan, the transferor servicer is authorized to provide to the responsible party or its designee the information it needs to meet all time-critical deadlines that are scheduled to take place shortly after the transfer date, such as the dates of scheduled mediation or litigation hearing, tax sales, foreclosure sale dates.

Conditions for Approval

The following table describes the requirements of the proposed transferee servicer.

✓	**The proposed transferee servicer must...**
	Be an approved servicer that is in good standing with Fannie Mae.
	Have in place appropriate controls and adequate procedures relating to transfers of servicing, including those addressing the boarding and reconciliation of mortgage loans to help avoid delays in actively servicing the mortgage loans or managing the acquired properties.

Fannie Mae will also evaluate the transferee and transferor servicers' and the subservicer's performance prior to approval in the following areas (although it may consider additional factors if it chooses to do so):

- overall servicing or subservicing performance, including the servicing and subservicing of special mortgage loan products, accounting, and remitting;
- capacity to service or subservice the mortgage loans and/or acquired properties that are to be included in the proposed transfer;
- characteristics of the transferor servicer's retained servicing portfolio;
- overall performance of other contractual duties and obligations;
- delinquency ratios;
- foreclosure and acquired property activity;
- status of unresolved issues related to demands for a repurchase servicing remedy, claim denials or curtailments, compensatory fees, indemnification claims, or other outstanding claims; and
- financial condition.

The transferor and/or transferee servicer(s) must provide additional information upon Fannie Mae's request during the review process.

Fannie Mae's contractual requirements related to transfers of servicing and the servicers' obligations to perform under them apply in all cases (unless Fannie Mae expressly waives them in writing). Fannie Mae encourages a servicer that is contemplating the purchase of another servicer's portfolio to contact its Fannie Mae Servicing Representative (see F-4-02, List of Contacts) early in the negotiation process. This will ensure that the servicer

- is aware of any objections Fannie Mae might have to its becoming a transferee servicer or subservicer for the servicing portfolio it is considering purchasing,
- can determine whether the proposed transfer involves unusual circumstances or conditions that might require additional time for Fannie Mae to review, and
- ascertain whether the proposed transfer has terms that might not be readily acceptable to Fannie Mae.

Fannie Mae will make no representations or warranties about the value, condition, or any other aspects of the mortgage loans, servicing rights, and/or acquired properties for which servicing is to be transferred. Because the transferee servicer will be liable to Fannie Mae for all obligations of the transferor servicer, Fannie Mae expects that the transferee servicer will perform a due diligence review of the servicing portfolio that it is acquiring. However, the transferee servicer's obligations to Fannie Mae are not contingent on the performance of such a due diligence review.

To assist the servicer in processing and reconciling the transfer of servicing, Fannie Mae has designed a series of reports that should significantly reduce the likelihood of errors or delays in the transfer process. The information in these reports can be used to reconcile and correct loan-level information related to the mortgage loans for which servicing is to be transferred. Any information in the reports Fannie Mae provides will be compiled from data in its records (including information it received from third parties, but did not independently verify). However, Fannie Mae does not attest to the accuracy, completeness, or suitability of the information for the servicers' use for any particular purpose(s). For any given transfer of servicing, Fannie Mae uses appropriate business practices to permit the transferor servicer and the transferee servicer and subservicer (but no other parties) to have access to the data on which the reports are based. Fannie Mae does not represent or warrant that any unauthorized party will not be able to gain access to the data (particularly when it is transmitted electronically), nor will Fannie Mae be responsible for any damages arising out of, or related to, such parties gaining access to the data and using the information it provides.

Providing Consent to the Servicing Transfer

If Fannie Mae consents to a proposed transfer of servicing, it will deliver its consent notice to the transferor and transferee servicers to the contacts designated on Form 629. By implementing the related transfer of servicing, both the transferor and transferee servicers agree to the provisions of the MSSC, Lender Contract, and any amendments made to such agreements. The transferor and transferee servicers must comply with any other provisions set forth in the consent notice. As a condition of approving the transfer of servicing, Fannie Mae reserves its right to request and obtain (at any time) a copy of the servicing transfer agreement between the transferor servicer and the transferee servicer.

Fannie Mae's conditions for approval of a servicing transfer are discussed in F-1-11, Post-Delivery Servicing Transfers. Fannie Mae may also impose additional terms and conditions on its consent to a servicing transfer as deemed appropriate under the particular circumstances, as described in its communication to the transferor servicer.

Servicing Transfer as a Result of the Servicer's Termination of the Servicing Relationship

If a servicer decides to terminate its servicing relationship with Fannie Mae, the transfer of the servicer's entire servicing portfolio must include all mortgage loans that are being serviced even if they no longer generate any servicing fee income. Therefore, acquired properties that have been removed from an active accounting status must be transferred, unless Fannie Mae has notified the servicer that Fannie Mae's records have been closed or the servicer is only waiting for a request of reimbursement claims payment from Fannie Mae.

Special Notifications to the Transferee Servicer

The transferor servicer must provide special notification to the transferee servicer when a transfer of servicing includes, but is not limited to the following types of mortgage loans:

- eMortgages,or
- mortgage loans subject to a resale restriction agreement or shared equity transaction agreement.

See F-1-11, Post-Delivery Servicing Transfers for additional information and for special requirements related to servicing transfers involving eMortgages.

When a Servicing Transfer Includes an eMortgage

For an eMortgage, the transferee servicer must assume all of the responsibilities and duties of eMortgages. However, the transferee servicer's assumption of these responsibilities, duties, and warranties will in no way release the transferor servicer from its contractual obligations related to the transferred mortgage loans. The two servicers will be jointly and severally liable to Fannie Mae for

- all warranties and for repurchase,

- all special obligations under agreements previously made by the transferor servicer or any previous servicer or servicer (including actions that arose prior to the transfer), and
- all reporting, compliance, and audit oversight related duties regarding the transferred mortgage loans.

Servicing Fee

As described in the following table, the transferee servicer will generally receive the same servicing compensation the transferor servicer was receiving.

For...	The transferee servicer will generally receive...
actual/actual and scheduled/actual remittance type portfolio mortgage loans	the same servicing fee—the base servicing fee plus any excess yield—that the transferor servicer had been receiving.
MBS mortgage loans and scheduled/scheduled remittance type mortgage loans held in Fannie Mae's portfolio	compensation at the same rate the transferor servicer had been receiving, which is the difference between the mortgage interest rate (less any applicable premium for lender-purchased MI) and the sum of Fannie Mae's required PTR, the guaranty fee rate, and, if applicable, any portion of the servicing fee that has been securitized.

Assumption of Warranties and Other Obligations

The transferee servicer must assume all of the duties, selling representations and warranties, servicing responsibilities and liabilities, and recourse and repurchase obligations of the transferor servicer unless explicitly agreed to otherwise in writing by Fannie Mae with respect to the mortgage loans and acquired properties. This includes responsibility for the performance of special servicing obligations that were agreed to, whether those obligations were made when the mortgage loans were originally sold to Fannie Mae or subsequent to that date. However, the transferee servicer's assumption of these responsibilities, duties, liabilities, and warranties will not release the transferor servicer from its contractual obligations related to the transferred mortgage loans or acquired properties.

As of the earlier of the sale date or the transfer date for an approved transfer of servicing, the transferor servicer and the transferee servicer have joint and several liability with respect to all duties, selling representations and warranties, recourse and repurchase obligations, all obligations under agreements previously made by the transferor servicer or any previous seller or servicer with Fannie Mae, and servicing responsibilities and liabilities relating to the transferred mortgage loans and acquired properties. Additionally, when Fannie Mae does not reimburse additional fees incurred as a result of a servicing transfer, the transferee servicer is responsible for any legal fees incurred as a result of the servicing transfer.

Fannie Mae does not release the transferor servicer of its obligations with respect to the transferred mortgage loans or acquired properties. Fannie Mae reserves the right to require payment of any proceeds of the servicing

transfer to offset any claims Fannie Mae may have against the transferor servicer or transferee servicer. Both the transferor servicer and the transferee servicer agree to indemnify and hold Fannie Mae harmless against all Fannie Mae losses arising out of a failure to fully transfer all documents, records, and funds.

Notifying Borrowers

The transferor and transferee servicers must work together closely to ensure that borrowers whose mortgage loans are the subject of a servicing transfer receive the information described in the following table.

✓	**The transferor and transferee servicer must provide borrowers...**
	Prompt and accurate information of a pending transfer of servicing.
	Prompt and courteous responses to their inquiries about the transfer.
	Specific notices regarding the transfer of servicing.

All notices provided to borrowers must be made in accordance with applicable law, including the provisions of the RESPA and any state law requirements.

If the servicer determines that the RESPA notification of transfer letter is returned, the servicer must initiate skip trace activities to obtain an alternate mailing address.

Notifying Third Parties

The transferor or transferee servicer must take certain actions to ensure that all servicing functions that involve third parties will continue uninterrupted (or will be discontinued if that is appropriate) after the transfer of servicing. For specific information on the required actions, see F-1-11, Post-Delivery Servicing Transfers.

Both the transferor and transferee servicers must take the notification actions described in the following table when working with the document custodian.

Responsible Party	**Action**
The transferor servicer must...	• advise the transferor document custodian maintaining possession of the custodial documents related to the transfer of servicing within 30 days of the transfer effective date, and • make arrangements for the prompt and safe transfer of the custodial documents to the transferee document custodian designated by the transferee servicer, if applicable.

Responsible Party	Action
The transferee servicer must...	Advise the transferee document custodian of the pending transfer of servicing.

The transferor and transferee servicers must comply with the requirements outlined in Selling Guide A-3-3-05, Custody of Mortgage Documents. Also see Fannie Mae's Requirements for Document Custodians for additional information.

If the transferor servicer has been utilizing a self-custodian as its transferor document custodian related to a pending transfer, the transferee servicer may elect to use the transferor servicer's document custodian as its designated transferee document custodian, unless Fannie Mae has indicated that it will not agree to such an arrangement. In such cases, the transferor servicer must continue to meet the eligibility criteria and operational requirements Fannie Mae has in place for document custodians as described in the *Servicing Guide*, *Selling Guide*, and the *RDC Guide*.

The document custodian designated by the transferee servicer is required to recertify the custodial documents related to the transfer of servicing regardless of whether the documents themselves are moved and in accordance with *Fannie Mae's Requirements for Document Custodians*. If the documents are not moved, the document custodian must change the servicer associated with the mortgage loan custodial files in its tracking system. The document custodian is required to track the custodial documents it holds on behalf of Fannie Mae by servicer. In addition, the transferee servicer must have a valid *Master Custodial Agreement (Form 2017) in place with the document custodian.*

Transfer of Individual Mortgage Loan Files and Portfolio Information

The storage format of the individual mortgage loan files must be in accordance with Selling Guide A2-4.1-03, Electronic Records, Signatures, and Transactions. For specific information that must be delivered by the transferor servicer to the transferee servicer, see also F-1-11, Post-Delivery Servicing Transfers.

In general, the transferee servicer must incorporate flexibility into its default and other servicing procedures to take into consideration problems that may be attributable to the logistics of servicing transfers. The following table describes the requirements of the transferor servicer with regard to transferring individual mortgage loan files and portfolio information.

✓	The transferor servicer must...
	Deliver to the transferee servicer the complete individual mortgage loan file, as defined in *Selling Guide* A2-4.1-01, Establishing Loan Files, for each mortgage loan included in the transfer. Also, see F-1-11, Post-Delivery Servicing Transfers for additional information and for special requirements related to the transfer of servicing involving eMortgages.

✓	The transferor servicer must...
	Identify to the transferee servicer any mortgage loans that are in foreclosure, bankruptcy, or subject to a workout option and for any acquired properties (if Fannie Mae has not sold them by the transfer dater), as required in F-1-11, Post-Delivery Servicing Transfers.
	Turn over the complete books and records to the transferee servicer of each mortgage loan or acquired property.
	Maintain adequate records of the mortgage loans and acquired properties included in the portfolio transfer in their corporate records so that it can easily identify the documents and information turned over to the transferee servicer.

The following table describes the requirements of the transferee servicer with regard to transferring individual mortgage loan files.

✓	The transferee servicer must...
	Receive a complete copy of the individual mortgage loan files so that it is able to service the transferred mortgage loans without interruption as of the transfer date. If the transfer includes eMortgage loans that were closed using remote online notarization (RON), the transferee servicer must ensure they have access to the recording of the remote notarial ceremony and retain access in accordance with the requirements in *Selling Guide,* A2-4.1-03, Electronic Records, Signatures, and Transactions.
	Understand borrower account histories (including the amount and nature of all servicing advances and fees assessed to the borrower) as of the transfer date.
	Review its subsequent collection of funds from borrowers to ensure accurate accounting for recovery of advances charged to the borrower.
	Honor any forbearance agreements or other arrangements made with borrowers by the previous servicer (or provides reasonable notice of any change in these arrangements—if contractually permitted).

The following table describes the requirements of both the transferor and transferee servicers with regard to transferring individual mortgage loan files and portfolio information.

✓	Both the transferor and transferee servicer must...
	Ensure that fees and charges improperly assessed to a borrower are promptly refunded or credited to the borrower's account.
	Establish procedures for the delivery and receipt of information after the transfer date in the event that the transferor servicer obtains any other information related to the transferred mortgage loans that must be sent to the transferee servicer.
	Maintain adequate records of the mortgage loans and acquired properties included in the portfolio transfer in their corporate records so that they can easily identify • the mortgage loans and acquired properties included in the transfer, • the transfer date, • the parties involved in the transfer, and • the documents an information turned over to the transferee servicer.

Submission of Final Accounting Reports/Remittances

The transferor servicer must submit the monthly LARs for Fannie Mae's investor reporting system for the month of the transfer date. The transferor servicer is contractually responsible for all remittances due Fannie Mae for the final monthly accounting period.

For additional information regarding the final accounting reports and remittance requirements related to mortgage loans included in a transfer of servicing, see F-1-11, Post-Delivery Servicing Transfers.

Preparing Mortgage Loan Assignments

The transferor servicer must prepare and record an assignment, if required, to ensure the chain of assignment is complete. If the transferee servicer is a master servicer utilizing a subservicer and the subservicer will be the mortgagee of record, the required assignment must be either from the transferor to the subservicer if the mortgage loan is not registered with the MERS or from the MERS to the subservicer if the mortgage loan is registered with the MERS. Fannie Mae will hold both the transferor servicer and the transferee servicer accountable for ensuring all assignments are appropriately prepared and recorded, where applicable.

For additional information regarding the mortgage assignment requirements, see Preparing Mortgage Loan Assignments in F-1-11, Post-Delivery Servicing Transfers.

Transfer of Custodial Documents

In the case of a transfer of servicing, the transferee servicer is authorized to elect to keep the custodial documents for the transferred portfolio mortgage loans and MBS mortgage loans at any Fannie Mae document custodian with which the transferee servicer has a custodial agreement on file with Fannie Mae. The document

custodian must meet all of the requirements outlined in Fannie Mae's *Requirements for Document Custodians* in A2-6, Custodial Documents.

The servicer must follow the procedures in *Transfer of Custodial Documents* in F-1-11, Post-Delivery Servicing Transfers.

Transitional Responsibilities

The following table describes the transitional responsibilities of both the transferor and transferee servicers.

✓	**Both the transferor and transferee servicers must...**
	Ensure that their staffs and facilities are adequately prepared to process servicing and accounting transactions and to respond to borrower inquiries during the transfer transition period.
	Assume responsibility for responding to borrower inquiries that are received after the transfer date.

The following table describes the transitional responsibilities of the transferee servicer.

✓	**The transferee servicer must...**
	Give special consideration to the borrower's needs.
	Make every effort to resolve disputes to the borrower's satisfaction when the dispute arises from a legitimate misunderstanding of the instructions that were included in the notices of transfer that were sent to the borrower.
	Waive late notices.
	Make appropriate adjustments to payment and credit records to reflect misapplied or unapplied payments that were owed to the transferee servicer, but which were sent to the transferor servicer, if necessary.

Recent Related Announcements

The table below provides references to recently issued Announcements that are related to this topic.

Announcements	Issue Date
Announcement SVC-2024-07	December 18, 2024
Announcement SVC-2024-06	November 13, 2024
Announcement SVC-2023-05	October 11, 2023
Announcement SVC-2023-03	May 10, 2023
Announcement SVC-2022-03	May 11, 2022
Announcement SVC-2021-07	October 13, 2021

Chapter A2-8, Mortgage Electronic Registration System

Introduction

This chapter contains information on the Mortgage Electronic Registration System.

A2-8-01, Mortgage Electronic Registration System (04/10/2019)

See *Selling Guide* B8-7-01, Mortgage Electronic Registration Systems (MERS), Inc., for seller/servicer requirements related to the use of MERS.

Recent Related Announcements

The table below provides references to recently issued Announcements that are related to this topic.

Announcements	Issue Date
Announcement SVC-2019-02	April 10, 2019

Chapter A2-9, Mortgage Assignments to Fannie Mae

Introduction

This chapter contains information on mortgage assignments to Fannie Mae.

A2-9-01, General Requirements (05/11/2022)

Fannie Mae, at its sole discretion and at any time, may require a servicer, at the servicer's expense, to prepare, execute, and/or record assignments of the mortgage to Fannie Mae. The mortgage assignments that it prepares must meet the requirements described in the following table.

✓	**The mortgage assignment must...**
	Show the assignee as Fannie Mae.
	Be prepared in recordable form and meet the local recorder's office requirements.
	Not include a recitation that the assignment of the mortgage loan or lien is "without recourse."

Recent Related Announcements

The table below provides references to Announcements that are related to this topic.

Announcements	Issue Date
Announcement SVC-2022-03	May 11, 2022

A2-9-02, Special Provision for Puerto Rico (05/11/2022)

Assignments of mortgages generally are not recordable in Puerto Rico. Therefore, no assignments need to be prepared, recorded, or retained in the individual mortgage loan file.

Recent Related Announcements

The table below provides references to recently issued Announcements that are related to this topic.

Announcements	Issue Date
Announcement SVC-2022-03	May 11, 2022

Subpart A3, Maintaining Fannie Mae Seller/Servicer Status

Introduction

This subpart contains information on maintenance of seller/servicer eligibility.

Chapter A3-1, Maintaining Fannie Mae Seller/Servicer Status

Introduction

This chapter contains information on maintaining servicer eligibility.

A3-1-01, Maintaining Fannie Mae Seller/Servicer Status (02/12/2025)

See the *Selling Guide* for the following requirements:

- *Selling Guide Chapter A3-5, Fidelity Bond and Errors and Omissions Coverage* for the requirements for maintaining acceptable fidelity bond and errors and omissions coverage.

- *Selling Guide Chapter A4-1, Maintaining Seller/Servicer Eligibility:* Overview for the following requirements*:*
    - *A4-1-01, Maintaining Seller/Servicer Eligibility* for the requirements for maintaining seller/servicer eligibility.
    - *A4-1-02, Submission of Financial Statements and Reports* for the requirements for submitting financial information and Lender Record Information to Fannie Mae.
    - *A4-1-03, Report of Changes in the Seller/Servicer's Organization* for the requirements for notifying Fannie Mae of organizational changes and events.
    - *A4-1-04*, *Submission of irrevocable Limited Powers of Attorney* for the submission of irrevocable limited power of attorney.

Recent Related Announcements

The table below provides references to recently issued Announcements that are related to this topic.

Announcements	Issue Date
Announcement SVC-2025-01	February 12, 2025
Announcement SVC-2024-03	May 8, 2024
Announcement SVC-2023-06	December 20, 2023
Announcement SVC-2023-01	March 8, 2023
Announcement SVC-2022-08	December 21, 2022
Announcement SVC-2022-03	May 11, 2022
Announcement SVC-2020-08	December 16, 2020

Subpart A4, Setting Up Servicer Operations

Introduction

This subpart contains information on setting up servicer operations.

Chapter A4-1, Establishing and Implementing Internal Operations for All Mortgage Loans and Acquired Properties

Introduction

This chapter includes information pertaining to establishing and implementing internal operations for mortgage loans and acquired properties.

A4-1-01, Staffing, Training, Procedures, and Quality Control Requirements (02/12/2025)

Introduction
This topic contains the following:

- Staffing Requirements
- Training Requirements
- Establishing Written Policies or Procedures
- Business Continuity Management
- Quality Control Procedures
- Quality Control Procedures for Delinquency Management and Default Prevention
- Quality Control of Systems

Staffing Requirements

The servicer must comply with the staffing requirements outlined in the following table.

✓	**The servicer must...**
	Have sufficient staffing levels and properly trained staff (including third-party providers of its outsourced servicing activities) to • carry out all aspects of their servicing duties in accordance with the timing requirements of the *Servicing Guide*, • maintain acceptable performance standards, and • provide borrowers with assistance when it is requested.

✓	The servicer must...
	Adhere to the human resource security requirements on background verifications, code of conduct or similar polices, standards and procedures, and information security awareness training as outlined in the Supplement. Ensure its staff is able to effectively communicate with borrowers whose mortgage loans it services by either • employing multilingual staff, if applicable, to communicate with the diversity of borrowers whose mortgage loans it services, or • making translation services available to the borrower.
	Develop an approach to managing delinquent borrowers that • provides continuity of contact with the borrower, and • allows the borrower to contact one individual or a dedicated team of individuals in the servicer's organization to obtain accurate information on the various workout options available. When using a team approach, the servicer must provide the borrower with the ability to request and speak to, or leave a message for, a specific person from the assigned team.
	Ensure the staff • completes the review of a borrower's appeal of a mortgage loan modification determination if different than those responsible for the initial evaluation and decision on the complete BRP, and • tracks all information related to appeals in the mortgage loan servicing file.

Fannie Mae encourages the servicer to develop a borrower delinquency management model that allows the borrower to contact one individual or a dedicated team of individuals in the servicer's organization to obtain accurate information on the various workout options available to them. If the servicer develops such a model, the individual or dedicated team of individuals should also be able to handle and resolve borrower issues throughout the delinquency management process and provide updates on the status of any request for a workout option and the status of pending foreclosure proceedings. The goal of the model is to ensure the servicer presents all workout options and more effectively moves the borrower through the default prevention process to resolution.

Training Requirements

The servicer must design and implement a training program that includes:

- the fundamentals of all Fannie Mae workout options programs;
- familiarity with F-2-10, Fannie Mae's Workout Hierarchy;
- training on an annual basis and as training needs are identified through quality assurance reviews;
- delivery of continual training programs to all employees and agents on policy changes communicated through future Announcements, Lender Letters, and any other correspondence that Fannie Mae may

issue; and

- training on compliance with applicable laws and regulations.

Additionally, the servicer's foreclosure and bankruptcy staff must be knowledgeable about Fannie Mae's workout options.

Establishing Written Policies or Procedures

The servicer must have fully documented written policies and/or procedures that address all aspects of mortgage servicing to ensure its staff, and any outsourcing and third-party vendors used by the servicer, consistently comply with Fannie Mae's requirements.

The following table describes some, but not all, of the requirements for written policies and/or procedures.

Topic	Policy or Procedure Requirements
Oversight of outsourcing and third-party vendors	The servicer must establish policies and procedures in place to ensure all outsourcing firms and third-party vendors used by the servicer are fully compliant with the requirements of the *Servicing Guide,* where applicable, and ensure any individual or company involved in the servicing of mortgage loans owned by Fannie Mae is not included on the FHFA's Suspended Counterparty Program list available on FHFA's website. This includes, but is not limited to, any activity related to marketing, maintenance, or the sale of Fannie Mae acquired properties.
Automatically drafting payments from the borrower's bank account	If the servicer uses electronic direct debit or allows other non-traditional payment methods, it must have controls and procedures in place to ensure it will still be able to meet all of Fannie Mae's applicable requirements for custodial and remittance accounting in A4-1-02, Establishing Custodial Bank Accounts and C-3-01, Responsibilities Related to Remitting P&I Funds to Fannie Mae.
Responsibilities for ARM loan servicing	The servicer must establish procedures to • ensure it follows the terms of other negotiated plans when it makes interest rate and payment change adjustments, • monitor the appropriate indexes for any negotiated ARM plans to ensure it uses the latest available value for the index to determine an interest rate change, and • ensure prompt referral to the foreclosure prevention unit to evaluate workout options, if appropriate.

Topic	Policy or Procedure Requirements
Insurance loss events	The servicer must have written policies and procedures to • protect the interests of Fannie Mae and the borrower when an insurance loss event occurs, and • apply any insurance loss proceeds in excess of the cost to repair.
Unapplied funds held in a T&I custodial account	In accordance with A4-1-02, Establishing Custodial Bank Accounts and F-1-03, Establishing and Implementing Custodial Accounts, the servicer must have written policies and procedures in place to address actively identifying and monitoring all unapplied funds held in a T&I custodial account until resolution, including • conducting research to ensure unapplied funds are identified and applied as appropriate; • attempting to contact the borrower, when appropriate, to determine the correct action needed and expected date of resolution; and • determining whether any funds should be returned to the borrower and doing so in a timely manner.
Automatic termination of conventional MI	The servicer must establish appropriate monitoring procedures to ensure borrower-purchased MI is automatically terminated when required by Fannie Mae.

Topic	Policy or Procedure Requirements
Fees assessment for certain servicing activities	The servicer must have written policies that address the following points: • the types or categories of fees and, if known, specific amounts of fees that may be assessed to borrowers for services that are above and beyond the ordinary and customary activities performed by the servicer covered by its servicing fee and related income; • any fees charged to borrowers (or reimbursed by Fannie Mae) must be related to work actually done by the servicer, either directly or indirectly through third parties, including affiliates of the servicer; • the assessment of any fees (other than foreclosure and bankruptcy-related fees that are incurred to enforce the mortgage loan obligation) are allowed pursuant to the provisions of Fannie Mae's Guides, and are clearly disclosed to borrowers in advance of the rendering of the service (where practical) or subsequently (e.g., on monthly statements). (For any service requested by the borrower for which there are options or alternatives for free or reduced costs for similar services (e.g., mail versus fax charges), such services must be explained to the borrower before the service is provided.); and • fees may be charged on a repetitive basis only when required or permitted by Fannie Mae's Guides or otherwise clearly supported by the circumstances relating to a particular mortgage loan.
Eligible transfers of property ownership for exempt transactions	The servicer must implement policies and procedures to promptly communicate with a potential successor in interest of the borrower and to confirm successors in interest status in accordance with applicable law. Policies and procedures to manage exempt transactions must allow the transferee to • continue making monthly payments, and • pursue an assumption of the mortgage loan or a workout option, as applicable.
Prohibited Refinance Practices	The servicer must implement policies and procedures consistent with *Selling Guide* B2-1.3-04, Prohibited Refinancing Practices.

Topic	Policy or Procedure Requirements
Post-delivery servicing transfers	The servicer must have adequate procedures relating to the boarding of new mortgage loans subsequent to acquisition of servicing pursuant to a servicing transfer to avoid any delayed application of borrower payments of principal, interest, taxes, or insurance, if applicable.
Call center operations	The servicer must have a written policy that addresses inbound call coverage for the customer service, collections, and foreclosure prevention departments and maintaining contact method standards and service levels. See *Call Center Coverage Requirements* in A4-2.1-04, Establishing Contact with the Borrower for additional information.
Collection procedures	The servicer must have procedures in place to immediately address a one-payment delinquency to prevent it from becoming more serious. The servicer must have a policy in place for collection call campaigns.
Behavioral model tool	The servicer must have written policies and procedures to manage mortgage loans considered high risk by the model and that address the utilization of the model, if the servicer uses such a tool.
Borrower's appeal of the denial of any mortgage loan modification for a principal residence	The servicer must have comprehensive processes and written policies and procedures to respond to a borrower's appeal of the denial of any mortgage loan modification Trial Period Plan in connection with a borrower's complete BRP as required by applicable law, that is received • 90 days or more before a scheduled foreclosure sale or if the foreclosure sale date is unknown, and • with respect to a mortgage loan secured by a principal residence.

Topic	Policy or Procedure Requirements
Forbearance plan	The servicer must establish written policies and procedures that describe how to • determine borrower's hardship status, • determine when a forbearance plan requires a payment and how the payment is determined, and • document the decision-making process when applying discretion or business judgment.
Completing the preforeclosure sale review	The servicer must have written policies and procedures requiring a review of the mortgage loan servicing file at least 30 days prior to the scheduled foreclosure sale.
Foreclosure, conveyance, and claim oversight	The servicer must have appropriate policies, procedures, and controls to ensure foreclosures, conveyances, and claims are processed in accordance with the provisions of • the requirements of the FHA, HUD, VA, RD or the mortgage insurer, and • any special requirements of Fannie Mae.
Bankruptcy monitoring and management	The servicer must have written procedures to monitor and manage bankruptcy proceedings effectively.

The servicer must comply with Fannie Mae's request to review the servicer's written policies and procedures, as well as examples of the application of those policies and procedures to specific instances.

Business Continuity Management

For information on Fannie Mae's requirements regarding Business Continuity Plan, Business Continuity Procedures and Disaster Recovery Procedures see *Selling Guide* A4-1-01, Maintaining Seller/Servicer Eligibility.

Quality Control Procedures

The servicer must monitor its compliance with Fannie Mae's requirements through regular QC procedures it establishes and conducts. The servicer must maintain adequate QC procedures and systems to

- ensure the mortgage loans are serviced in accordance with sound mortgage banking and accounting principles and in compliance with Fannie Mae's Guides;
- guard against misrepresentation and dishonest, fraudulent, or negligent acts by any parties involved in the mortgage loan servicing process;

- protect against errors and omissions by officers, employees, or other authorized persons;
- verify and audit routinely the accuracy of the ARM loan adjustment and its facilitation of timely responses to errors identified by the borrower, the servicer's regulatory agency, or Fannie Mae; and
- protect Fannie Mae's investment in the security properties.

The servicer must perform annual QC tests to ensure all outsourcing firms and third-party vendors used by the servicer are fully compliant with the *Servicing Guide*. Results of the QC tests must be provided to Fannie Mae upon request.

Failure to maintain adequate QC measures will result in the servicer being in breach of its Lender Contract.

Quality Control Procedures for Delinquency Management and Default Prevention

The servicer must develop a QC program that addresses specific aspects of delinquency management and default prevention. The following table provides some of the requirements for the servicer's QC program.

✓	**The QC program must include, but is not limited to, the following...**
	Monitoring the effectiveness of collection and foreclosure prevention calls to borrowers.
	Conducting periodic reviews of any Behavioral Model Tool to ensure its effectiveness and make details of the model and any analysis available to Fannie Mae upon request. **Note**: Fannie Mae reserves the right to require the servicer to discontinue its use for Fannie Mae mortgage loans or implement additional measures for targeting its collection and default management practices.
	Determining whether documentation of collection and foreclosure prevention activities is accurately maintained in the servicer's mortgage loan servicing system.
	Monitoring whether workout options are considered in the preferred order in accordance with D2-3.1-01, Determining the Appropriate Workout Option and F-2-10, Fannie Mae's Workout Hierarchy.
	Determining all appropriate workout options were considered and documented prior to the decision to foreclose.
	Determining the adequacy of internal controls and procedures in connection with pre-referral review activities to ensure compliance with these requirements and applicable law.

✓	The QC program must include, but is not limited to, the following...
	Determining whether accurate and timely delinquency status information is submitted to Fannie Mae.
	Determining all communications with borrowers comply with the requirements of applicable laws, including debt collection laws such as the FDCPA, the provisions of the United States Bankruptcy Code, and any applicable state laws.

Quality Control of Systems

The servicer's QC must ensure compliance with Fannie Mae's requirements and the legal requirements of each jurisdiction in which it operates, be well-documented, and provide for a review of the following systems:

- delinquent mortgage loan servicing system,
- system to control and monitor bankruptcy proceedings, and
- foreclosure monitoring system.

The servicer must

- conduct regular testing of compliance with applicable laws in all jurisdictions in which it operates,
- regularly review and assess the adequacy of internal controls,
- keep a record of any activity under these internal systems,
- report comprehensive results of all testing to the senior management,
- promptly take appropriate corrective action if these systems identify a problem area, and
- make the comprehensive results of all testing and evidence of correction actions taken and the related results available for review upon Fannie Mae's request.

Recent Related Announcements

The table below provides references to recently issued Announcements that are related to this topic.

Announcements	Issue Date
Announcement SVC-2025-01	February 12, 2025
Announcement SVC-2023-04	July 12, 2023
Announcement SVC-2020-03	July 15, 2020

A4-1-02, Establishing Custodial Bank Accounts (07/12/2023)

Introduction
This topic contains the following:

- Overview
- Eligible Custodial Depositories
- Remedies for Ineligible Custodial Depository
- P&I Custodial Accounts
- T&I Custodial Accounts
- Interest-Bearing Accounts
- Subservicing Custodial Accounts
- Use of Clearing Accounts

Overview

The servicer must hold in a custodial bank account any funds it receives for a portfolio mortgage loan or a MBS mortgage loan. The servicer is responsible for the safekeeping of custodial funds at all times. Even if the servicer has complied with all of the requirements of the Servicing Guide, Fannie Mae will hold the servicer responsible for any loss of funds deposited in a custodial account and any damages Fannie Mae suffers because of delays in obtaining the funds from the custodial account.

The servicer must provide Fannie Mae with a status of the funds in the custodial account at the end of each month.

The servicer must follow the procedures in F-1-03, Establishing and Implementing Custodial Accounts for requirements for establishing, implementing, and monitoring custodial accounts and bank instructions for drafting.

Also see A2-1-02, Servicer's Duties and Responsibilities Related to MBS Mortgage Loans for additional information.

Eligible Custodial Depositories

All custodial accounts (and clearing accounts) for mortgage loans with a scheduled/scheduled remittance type must be established in a Federal Reserve Bank, a Federal Home Loan Bank, or another depository institution provided that such other depository institution meets the requirements listed in the following table.

Item	The depository institution must…
a.	Have accounts that are insured by the FDIC or the NCUSIF.

Item	The depository institution must…
b.	Be rated as ”well capitalized” by its federal or state regulator.
c.	Have a financial rating that meets at least one of the following criteria: • Institutions with assets of $30 billion or more must have either ◦ a short-term issuer rating by S&P of ”A-3” (or better) or, if no short-term issuer rating is available by S&P, a long-term issuer rating of ”BBB-” (or better) by S&P; or ◦ a short-term bank deposit rating by Moody’s of ”P-3” (or better) or, if no short-term bank deposit rating is available by Moody’s, a long-term bank deposit rating of ”Baa3” (or better) by Moody’s. • Institutions with assets of less than $30 billion must have a financial rating of either ◦ 125 (or better) by IDC Financial Publishing, Inc. or ◦ C+ (or better) by KBRA Financial Intelligence (KFI) score issued by Kroll Bond Rating Agency, LLC.

If a depository institution satisfies the standards in (a) and (b) and has a rating that meets or exceeds at least one of the applicable ratings specified in (c) above, it will be an eligible depository even if it is rated by another organization below the minimum level specified in (c).

The servicer must keep its custodial accounts for mortgage loans with either actual/actual or scheduled/actual remittance types (or both) in a Federal Reserve Bank, a Federal Home Loan Bank, or a depository institution that satisfies the standards in (a) and (b) in the previous table, and has a financial rating of either

- 75 (or better) by IDC Financial Publishing, Inc. or
- C (or better) by KBRA Financial Intelligence (KFI) score issued by Kroll Bond Rating Agency, LLC.

The servicer must monitor these ratings based on the frequency used by the ratings agency for publishing and updating rating changes to determine the continued eligibility of a depository institution.

Fannie Mae may require that funds be transferred out of a depository institution — even if the institution satisfies Fannie Mae’s financial rating criteria — or more quickly than indicated above if Fannie Mae decides that it is in its best interests or the interests of MBS investors to do so.

Remedies for Ineligible Custodial Depository

The servicer must notify Fannie Mae within three business days when its custodial depository fails to meet Fannie Mae’s eligibility requirements. If the servicer’s custodial depository that holds P&I or T&I funds becomes an ineligible depository by failing to meet Fannie Mae’s requirements for custodial depositories, Fannie Mae may implement one or more remedies with respect to the disposition of those P&I and T&I funds.

The specific remedies that are available to Fannie Mae may vary depending on the magnitude of P&I and T&I custodial funds the servicer and its affiliates collect and hold on Fannie Mae’s behalf and the amount of risk to these P&I and T&I funds assessed, as well as other factors determined by Fannie Mae and include, but are not

limited to those described in the following table.

✓	Specific remedies for ineligible custodial depository
	Transfer funds to an eligible custodial depository.
	Move funds to a trust account as directed by Fannie Mae.
	Hold P&I and T&I funds in a custodial account in amounts fully insured by the FDIC or NCUSIF, or other governmental insurer or guarantor acceptable to Fannie Mae.
	Require more frequent remittances to Fannie Mae (on a schedule directed by Fannie Mae) while allowing funds to remain in the ineligible custodial depository account.

P&I Custodial Accounts

The servicer must maintain separate P&I custodial accounts for each remittance type for Fannie Mae mortgage loans under which the servicer reports. The servicer, at its discretion, is authorized to maintain multiple P&I custodial accounts per remittance type. For scheduled/scheduled remittance types, the servicer must establish at least two P&I custodial accounts, to ensure P&I funds for MBS pools are not commingled with those of portfolio mortgage loans or with other funds the servicer collects, if applicable.

If the servicer deposits funds for various MBS pools serviced into the same P&I custodial account, the servicer must maintain detailed accounting records for each pool's contribution to the custodial account and be able to identify the portion of the funds that are due from each pool for its respective P&I remittances.

P&I and T&I funds must not be commingled in the same custodial account, regardless of the remittance type.

The funds in the P&I custodial account must relate to mortgage P&I payments due Fannie Mae that were

- received from the borrower;
- applied from an interest rate buydown account; or
- advanced by the servicer to cover a scheduled amount, including:
    - principal curtailments,
    - payments in full,
    - proceeds from a third-party foreclosure sale, and
    - repurchase proceeds.

The servicer also must deposit into the P&I custodial account other funds that are due for remittance to Fannie Mae including:

- guaranty fees,

- guaranty fee buydown charges,
- upfront commitment fees,
- pair-off fees,
- extension fees,
- LLPAs related to mortgage loans in MBS pools, and
- special remittances related to portfolio and MBS mortgage loans or to acquired properties.

The servicer must deposit any excess servicing fee that has been securitized in an MBS P&I custodial account at the same time the related P&I payment is credited to the P&I custodial account.

T&I Custodial Accounts

The servicer is authorized to

- commingle T&I escrow funds for all remittance types for Fannie Mae mortgage loans in the same custodial account, or
- establish multiple T&I custodial accounts for each remittance type, and
- establish separate T&I accounts for the deposit of property or flood insurance loss drafts, partial payments, rental income, or unapplied (suspense) funds.

Funds in the T&I custodial account must not be commingled with P&I funds, the servicer's general corporate funds or with funds held by the servicer for other investors.

The servicer must use the T&I custodial account for the following types of funds:

- escrow deposits collected for the payment of escrow related expenses;
- advances the servicer made to cover servicing advances required for payment of foreclosure-related expenses, as well as the T&I for delinquent mortgage loans;
- interest rate buydown accounts, to the extent that the amount is not yet scheduled for application to a monthly payment; and
- payments that are being held as unapplied (suspense) pending a determination of their proper application, which include, but are not limited to
    - partial payments,
    - property or flood insurance loss drafts, (see Depositing the Insurance Loss Proceeds Not Disbursed in B-5-01, Insured Loss Events),
    - payment overages or shortages, or
    - rental income.

Interest-Bearing Accounts

All custodial accounts established for P&I funds or T&I funds may be interest-bearing accounts. Interest-bearing

accounts must meet all federal, state, and local laws and government regulations. All funds in a custodial account must be immediately available on demand, without the servicer (or Fannie Mae) having to provide advance notice of its intent to withdraw funds or pay a penalty fee for early withdrawals. The servicer is responsible for the payment of any penalties related to excess withdrawals if the servicer chooses to maintain custodial funds in accounts that limit the number of withdrawals (such as money-market accounts).

Investment of custodial funds is not permitted.

The servicer must agree to the conditions outlined in the following table when it uses an interest-bearing account to accumulate funds.

✓	**Conditions for using an interest-bearing account**
	Within 30 days after interest is credited to the T&I account, the servicer must disburse it from the account, paying any interest related to escrowed funds (less administrative expenses related to maintenance of the account) to the borrower where required by applicable law and/or contract.
	The servicer must pay any expenses, losses, damages, or withdrawal penalties sustained because the borrower's escrow funds were not in a demand deposit account.

Subservicing Custodial Accounts

When a subservicing arrangement exists, the subservicer must establish separate custodial accounts for all Fannie Mae mortgage loans that it either

- subservices for a master servicer, or
- services directly for Fannie Mae or any other investor.

> **Note**: The use of subservicer custodial accounts does not relieve the master servicer of its responsibilities for establishing the required custodial accounts and ensuring that the custodial funds are handled in accordance with Fannie Mae's requirements.

Use of Clearing Accounts

The servicer may use general ledger or internal operating accounts as clearing accounts provided that

- the institution is an eligible depository and meets the requirements outlined in *Eligible Custodial Depositories,*
- the account is titled to indicate it is custodial in nature and includes "for the benefit of Fannie Mae" in the account title,
- the deposits are subsequently recorded in a separate custodial account meeting Fannie Mae's custodial requirements within one business day (including any period during which funds were in a clearing account or general ledger account) of receipt from the borrower, and

- adequate records and audit trails must be maintained to support all credits to, and charges from the borrower's payment records and the clearing accounts.

Recent Related Announcements

The table below provides references to recently issued Announcements that are related to this topic.

Announcements	Issue Date
Announcement SVC-2023-04	July 12, 2023

A4-1-03, Addressing Borrower Inquiries and Disputes (12/20/2023)

Introduction
This topic contains the following:

- Addressing Borrower Inquiries and Disputes for All Mortgage Loans
- Managing Texas Section 50(a)(6) Loans

Addressing Borrower Inquiries and Disputes for All Mortgage Loans

The servicer must comply with the requirements outlined in the following table when responding to borrower inquiries and disputes.

✓	The servicer must…
	Promptly respond to all inquiries, especially in the event of a borrower dispute, about the following: • the terms of their mortgage loan, • the status of their account, or • any actions the servicer took or did not take in servicing their mortgage loan.
	Ensure all processes to respond to borrower inquiries and resolve allegations of servicer errors asserted by borrowers are compliant with applicable law, including timelines for responding to borrowers and any applicable prohibitions on foreclosure referral or foreclosure sale.

✓	The servicer must…
	Ensure borrowers have an effective means to communicate with the servicer to facilitate resolution of the dispute and resolve disputes without imposing unnecessary additional fees on borrowers.
	Not commence foreclosure proceedings without a thorough review of the circumstances surrounding an ongoing dispute and reasonable efforts to resolve the dispute.

The following table describes the information the servicer must provide the borrower when the borrower makes an inquiry in writing to determine the owner or assignee of their mortgage loan.

If the mortgage loan is…	Then the servicer must…
a portfolio mortgage loan	• indicate the owner of the mortgage loan as “Fannie Mae”; • provide the owner contact address of Midtown Center, 1100 15th Street, NW, Washington, DC 20005; and • provide the contact number of the owner as 1-800-2FANNIE (1-800-232-6643).
MBS mortgage loan	• indicate the owner of the mortgage loan as “Fannie Mae in its capacity as Trustee”; • provide the owner contact address of Midtown Center, 1100 15th Street, NW, Washington, DC 20005; • provide the contact number of the owner as 1-800-2FANNIE (1-800-232-6643); and If the borrower requests the number of the trust or pool the servicer must provide the six-digit pool number as the Trust identifier including as applicable: • the Fannie Mae Trust identifier for structured deals is the designated trust name (e.g.,Fannie Mae REMIC Trust 2005-W2); and the Fannie Mae Trust identifier for structured deals is the designated trust name (e.g.,Fannie Mae REMIC Trust 2005-W2); and • the Fannie Mae contact number above for the related Trust identifier for mortgage loans in PFP pools. **Note**: The six-digit MBS pool number appears in Fannie Mae’s investor reporting system application.

The servicer must indicate in its communication to borrowers that the owner status of their loan is based upon the servicer’s review of its records as of a date certain and that loan ownership status may change from time to time.

Managing Texas Section 50(a)(6) Loans

The servicer of a Texas Section 50(a)(6) loan must comply with the requirements in the following table.

✓	**The servicer must…**
	Have adequate procedures to receive and timely respond to borrower inquiries, claims of defects, and other complaints.
	Have processes and procedures in place to timely cure any failures to comply with applicable law.

If the servicer receives notification of failure to comply with respect to a Fannie Mae Texas Section 50(a)(6) loan, it must immediately notify Fannie Mae's Legal department by submitting a *Non-Routine Litigation Form* (Form 20) and, if the notification is in writing, provide Fannie Mae with a copy of the notification.

The servicer's failure to cure within 60 days after being notified of a failure to comply may, under Texas law, result in the forfeiture of all P&I due under the Texas Constitution Section 50(a)(6).

In addition to having processes and procedures to ensure compliance with Texas Constitution Section 50(a)(6), the seller/servicer must have specific processes in place to cure any failure to comply with Texas Constitution Section 50(a)(6) by one of the authorized means, as required by the *Selling Guide*. However, any action taken, or not taken, in connection with a failure to comply with Texas Constitution Section 50(a)(6), even if such action is a result of the seller/servicer's effort to cure a failure to comply, that results in any of the following constitutes a breach of the seller/servicer's selling representations and warranties and/or servicing obligations and requirements:

- a forfeiture of any principal or interest due under the mortgage loan;
- invalidation of the mortgage loan as a first lien;
- abatement of accrual of interest and the borrower's obligations under the mortgage loan;
- reduction in the principal amount of the mortgage loan; or
- any modification of the amount, interest, rate, term, or other provision of the mortgage loan.

Such action, taken or not taken, shall be deemed a failure to correct a significant defect and/or a servicing defect that permits Fannie Mae to exercise any of the remedies provided in the Lender Contract, including the right to require the seller/servicer to repurchase the mortgage loan.

Recent Related Announcements

The table below provides references to recently issued Announcements that are related to this topic.

Announcements	**Issue Date**
Announcement SVC-2023-06	December 20, 2023

Announcements	Issue Date
Announcement SVC-2023-03	May 10, 2023

Chapter A4-2, Requirements for Delinquent Mortgage Loans and Mortgage Loans at Risk of Default

Introduction

This chapter includes information pertaining to requirements for delinquent mortgage loans and mortgage loans at risk of default.

Section A4-2.1, Establishing Default Management Strategies

A4-2.1-01, Preventing Defaults and Managing Delinquencies (09/09/2020)

Introduction
This topic contains the following:

- General Responsibilities for Preventing Defaults and Managing Delinquencies

General Responsibilities for Preventing Defaults and Managing Delinquencies

The servicer must take the actions described in the following table in the servicing of Fannie Mae mortgage loans.

✓	The servicer must…
	Identify and distinguish the pool issue date of a MBS mortgage loan and be familiar with the varying servicing requirements applicable to those pool issue dates.

✓	The servicer must…
	Adapt its systems to be able to identify the MBS issue dates for PFP mortgage loans in MBS pools.
	Comply with all specific written direction Fannie Mae issues to an individual servicer regarding actions to be taken in connection with preventing a foreclosure, including, but not limited to, actions to be taken in connection with payment deferrals, mortgage loan modifications, short sales, and Mortgage Releases, with respect to either • all mortgage loans purchased or securitized by Fannie Mae, or • a designated population.
	Cooperate with third parties engaged by Fannie Mae to support the servicer in the fulfillment of the servicer's obligations that may impose additional requirements.
	Establish a practice for servicing delinquent mortgage loans that follows the accepted standards used by prudent servicers.
	Apply the requirements of a borrower Delinquency Management Model that allows a borrower to contact one individual or a dedicated team of individuals in the servicer's organization to obtain accurate information on the various foreclosure prevention alternatives available to the borrower. If the servicer develops a model for itself or any other investor, it must apply the requirements of the model to mortgage loans serviced for Fannie Mae.
	Employ collection and foreclosure prevention strategies that are designed to meet the goal of bringing delinquent mortgage loans current in as short a time as possible.
	Ensure that all notices and information provided to the borrower are clear and understandable.
	Be aware of any programs that may assist a borrower in resolving their delinquencies, or of any housing counseling agencies that may help them in their debt management and provide information on and refer the borrower to those programs or agencies when it is appropriate.

Some of the servicer's operational requirements for servicing delinquent mortgage loans are listed in the following table.

✓	The servicer must have…
	An accounting system that immediately alerts the appropriate department that a mortgage loan is delinquent.

✓	The servicer must have…
	A collection department staff that is familiar with all FHA, HUD, VA, RD, mortgage insurer, and Fannie Mae procedural and reporting requirements, if applicable.
	Procedures to • advise the borrower on how to avoid or cure delinquencies, • instruct the borrower on how to obtain information about housing counseling, and • refer the borrower to housing counseling upon receipt of the borrower's request.
	Guidelines for the individual analysis of each delinquency.
	Instructions and adequate controls for the following: • sending delinquency notices, • assessing late charges, • applying or returning partial payments, • maintaining collection histories, and • reporting delinquencies to credit bureaus.
	Management review procedures to evaluate the borrower's actions and the servicer's collection efforts before the execution of a workout option or the decision to start liquidation proceedings.

Recent Related Announcements

The table below provides references to recently issued Announcements that are related to this topic.

Announcements	Issue Date
Announcement SVC-2020-04	September 9, 2020

A4-2.1-02, Property Inspection Vendor Management and Oversight (11/12/2014)

The servicer must refer to the following table for guidelines on managing and overseeing third-party property inspection vendors.

✓	The servicer must…
	Not enter into or participate in any arrangement with property inspection vendors • for which the servicer receives a direct benefit for Fannie Mae mortgage loans or acquired properties that is not passed through to Fannie Mae, or • that is influenced by an actual or perceived conflict of interest (particularly those arrangements with affiliates).
	Use the most cost-effective and efficient vendors for property inspections related to any Fannie Mae mortgage loans or acquired properties without regard to arrangements that could provide a financial benefit directly to servicers.

Recent Related Announcements

There are no recently issued Announcements related to this topic.

A4-2.1-03, Managing Short Sales (06/21/2017)

All properties being considered for a short sale must be listed on the applicable MLS that covers the geographic area in which the property is located for a minimum of five consecutive calendar days, including one weekend (i.e., Saturday and Sunday), prior to the servicer submitting the short sale recommendation to Fannie Mae for review.

> **Note:** If the geographic area in which the property is located is not covered by MLS, the property must be advertised in a manner customary for that real estate market. A printed copy of the property listing must be kept in the mortgage loan servicing file.

Recent Related Announcements

There are no recently issued Announcements related to this topic.

A4-2.1-04, Establishing Contact with the Borrower (12/16/2015)

Introduction
This topic contains the following:

- Call Center Coverage Requirements

- Requirements for Borrower Contact Attempts

Call Center Coverage Requirements

The following table provides the requirements for call center operations.

✓	Call Center Coverage Requirements
	The average speed to answer an inbound call must be 60 seconds or less.
	The monthly Call Blockage Rate must be less than or equal to 1%.
	The Call Abandonment Rate must be less than or equal to 5%.
	For live chats (that is, electronic question and answer sessions), responses must be initiated in less than or equal to 5 minutes from a chat inquiry.
	On average, emails from borrowers must be responded to within 48 hours of receipt.
	The foreclosure prevention department staff must be available during inbound and outbound collection activity unless collections staff are also well-versed in workout options.

Requirements for Borrower Contact Attempts

The servicer must attempt to achieve QRPC to resolve the mortgage loan delinquency. All contact attempts must be documented in the mortgage loan servicing file.

The following table provides the servicer’s responsibilities in its attempts to contact a borrower.

✓	The servicer must…
	Utilize the minimum number of attempts discussed in this Guide to contact the borrower during the various stages of delinquency.
	Document all contact attempts in the mortgage loan servicing file and provide evidence to Fannie Mae that it satisfied the QRPC standard upon request.

✓	The servicer must…
	Vary the days of the week and times of the day of calls to an individual borrower to achieve adequate outreach, and include some evening and weekend calls. **Note:** If the day a servicer is required to conduct contact attempts is a day the servicer is not open, contact attempts must be conducted the next day the servicer is open.

The servicer is authorized to use various outreach methods to contact the borrower as permitted by applicable law, including but not limited to:

- mail,
- email,
- texting, and
- voice response unit technology.

Recent Related Announcements

There are no recently issued Announcements related to this topic.

A4-2.1-05, Requirements for Collection and Foreclosure Prevention Strategies Unique to Second Lien Mortgage Loans (11/12/2014)

The following table lists the responsibilities of the servicer of a second lien mortgage loan in implementing its collection and foreclosure prevention strategies.

✓	The servicer must…
	Contact the first lien mortgage servicer to determine the following: • the status of the first lien mortgage loan, • any previous or ongoing collection efforts employed by that servicer, and • the borrower’s commitment and performance during those collection efforts. The servicer must take the information received from the first lien mortgage servicer into consideration when deciding the collection method it intends to use.

✓	The servicer must…
	Keep in mind that the servicing of delinquent second lien mortgage loans requires accelerated follow-up and expedited liquidation decisions if the collection methods used are not successful.
	Begin its telephone contact attempts before it mails the late payment notice, concentrating particularly during the five- to ten-day period that precedes the due date of the next installment.

Recent Related Announcements

There are no recently issued Announcements related to this topic.

A4-2.1-06, Adverse Action Notification Certification (06/10/2015)

The servicer is authorized to provide a sample adverse action notice and certify using the Adverse Action Notification Certification (Form 183) that it has a process to send the text pre-approved by Fannie Mae for every adverse action notice that is sent in accordance with the requirements of *Evaluating a Borrower for Imminent Default for Conventional Mortgage Loan Modification Eligibility* in D2-1-01, Determining if the Borrower's Mortgage Payment is in Imminent Default. The servicer must send the sample adverse action notice and completed Form 183 to Fannie Mae (see F-4-02, List of Contacts).

If the servicer chooses to certify using Form 183, the certification will remain valid until the servicer changes its notice and then must provide Fannie Mae with a new sample adverse action notice and Form 183.

Recent Related Announcements

There are no recently issued Announcements related to this topic.

A4-2.1-07, Servicer's Duties and Responsibilities Related to Mortgage Loans with an Outstanding Non-Interest-Bearing Balance (10/11/2023)

The servicer must attempt to contact a borrower with a mortgage loan subject to an outstanding non-interest-bearing balance (e.g., such as that resulting from a payment deferral or a Fannie Mae Flex Modification) prior to the maturity date or projected date of payoff, in order to determine if the borrower can afford to pay the total amount due or requires assistance. As early as 180 days but no later than 150 days prior to the maturity date or the projected date of payoff of the interest-bearing UPB of a mortgage loan subject to an outstanding non-interest-bearing balance, the servicer must provide written notice to the borrower informing the borrower that the non-interest-bearing balance is coming due and provide both the due date and the outstanding balance. If the servicer has not established contact with the borrower and discussed the outstanding non-interest-bearing balance that is due, the servicer must send an additional written notice to the borrower as early as 75 days but no later than 60 days before the maturity date or the projected payoff date of the interest-bearing UPB.

Upon establishing contact with the borrower, the servicer must discuss with the borrower the outstanding non-interest-bearing balance that is coming due and determine based on communication with the borrower whether they are able to pay the non-interest-bearing balance on the maturity date or the projected payoff date. If the servicer determines the borrower cannot afford to pay the total amount due, then the servicer must discuss potential repayment options based on the borrower's circumstances and submit the case to Fannie Mae's SF CPM division (see F-4-02, List of Contacts) for review and approval.

The servicer is authorized to send additional notices at its discretion leading up to the maturity date or the interest-bearing UPB payoff date; however, notices cannot be sent any earlier than 180 days prior to the maturity date or the projected payoff date.

When sending the required written notifications to borrowers, the servicer must use the Borrower Notification of Non-Interest-Bearing Balance, or its equivalent. While use of the Borrower Notification of Non-Interest-Bearing Balance is optional, it reflects the minimum level of information that the servicer must communicate and illustrates a level of specificity that complies with the requirements of this *Servicing Guide*. Also, the servicer must ensure the notice complies with applicable law.

Recent Related Announcements

The table below provides references to recently issued Announcements that are related to this topic.

Announcements	Issue Date
Announcement SVC-2023-05	October 11, 2023

Section A4-2.2, Requirements for Default-Related Law Firms

A4-2.2-01, Selecting and Retaining Law Firms (05/08/2024)

Introduction
This topic contains the following:

- Overview
- Performing Due Diligence When Selecting and Retaining Law Firms
- Submitting a Servicer Selection Form
- Law Firm Training and the Limited Retention Agreement
- The Use of Special Counsel

Overview

The servicer is responsible for selecting qualified, experienced law firms for all jurisdictions to handle default-related legal services relating to Fannie Mae mortgage loans. Default related legal services include foreclosure, workout options, bankruptcy and related litigation.

See F-2-04, Firm Minimum Requirements and Compliance with the HERA in *Selling Guide* A3-2-01, Compliance with Laws for additional information regarding requirements for law firm selection. For a Mortgage Release, a servicer is authorized to select a third-party other than a law firm to prepare documentation; however, the servicer must select qualified and experienced vendors to complete the services related to this activity.

In order to mitigate risk arising from the concentration of legal work relating to Fannie Mae mortgage loans, the servicer must select and retain an appropriate number of law firms for each jurisdiction.

Fannie Mae does not allow for the direct referrals of Fannie Mae mortgage loans to trustees for foreclosure in any jurisdiction.

Fannie Mae retains counsel directly for legal services relating to acquired properties.

Performing Due Diligence When Selecting and Retaining Law Firms

The following table lists the servicer's duties related to law firm selection.

✓	**The servicer must…**
	Collect data from the law firm.
	Conduct appropriate due diligence to evaluate whether the law firm meets Fannie Mae's minimum requirements as described in F-2-04, Firm Minimum Requirements.

✓	The servicer must…
	Maintain documentation evidencing its law firm selection process, including how law firms are • solicited, • evaluated, and • selected.

If the servicer concludes that a law firm does not meet Fannie Mae's minimum requirements, or as a result of the due diligence process decides not to retain the law firm, the servicer must inform the law firm that it has not been selected. Information relating to law firms that are not selected and retained by the servicer must be maintained for the longer of any retention period applicable to the servicer, or seven years.

The servicer is not obligated to inform Fannie Mae if the servicer

- determines that a law firm does not meet the minimum requirements, or
- decides not to retain a law firm.

Submitting a Servicer Selection Form

The servicer must submit a *Servicer Selection Form* (Form 200) to Fannie Mae for each law firm it wishes to retain to provide default-related legal services for Fannie Mae mortgage loans. By submitting Form 200, the servicer certifies the law firm's satisfaction of Fannie Mae's minimum requirements and other certain required disclosures.

The following table provides Fannie Mae's requirements related to the submission of Form 200.

✓	The servicer must…
	Submit a Form 200 for each jurisdiction for which the servicer wishes to retain a law firm, if the law firm practices in multiple jurisdictions.
	Retain all information submitted by a law firm in support of the law firm's application or otherwise gathered by the servicer regarding the law firm. **Note:** Information relating to law firms that are selected and retained by the servicer must be maintained as long as the law firm is providing legal services with respect to Fannie Mae mortgage loans and, thereafter, for the longer of any retention period applicable to the servicer, or seven years.
	Make all information available to Fannie Mae upon request.

Within 15 business days following the submission of Form 200, Fannie Mae expects that it will be in a position to issue a "No Objection" determination, an "Objection" determination, or request additional information for each

Form 200 submitted.

The following table provides the servicer with further instructions based on Fannie Mae's response to Form 200.

If Fannie Mae…	Then the servicer must…
issues an ”Objection” determination	not retain the law firm to handle Fannie Mae matters and inform the law firm that it was not selected.
issues a ”No Objection” determination	inform the law firm that it must attend Fannie Mae new law firm training and sign a limited retention agreement with Fannie Mae in order to become eligible to receive referrals of Fannie Mae mortgage loans.
requests additional information	provide the requested information as quickly as possible.

The servicer cannot rely upon the fact that another servicer previously submitted Form 200 with respect to a law firm and received a ”No Objection” determination.

Law Firm Training and the Limited Retention Agreement

All law firms that receive a "No Objection" determination from Fannie Mae must complete Fannie Mae new law firm training. Law firms only have to attend this training once, regardless of the number of servicers that select and retain the law firm.

Law firms must also execute a limited retention agreement. The limited retention agreement will recognize and reflect a joint attorney-client relationship between the law firm, Fannie Mae and the servicer. It will also provide that it controls in the event that there are any inconsistent provisions in any agreement between the law firm and the servicer. The servicer may access the form of the limited retention agreement by logging in to the password-protected portion of Fannie Mae’s website. Fannie Mae considers the form of the limited retention agreements to be confidential and proprietary information, and the servicer must treat the forms consistent with this classification.

The Use of Special Counsel

From time to time, servicers retain counsel at their own expense to represent Fannie Mae and/or the servicer pursuant to their indemnification obligations to Fannie Mae (Special Counsel). Special Counsel retained and paid by servicers pursuant to their indemnification obligations to Fannie Mae do not have to be selected and retained pursuant to the guidelines described in A4-2.2-01, Selecting and Retaining Law Firms. The following table describes the requirements of the servicer if it retains Special Counsel.

✓	The servicer must…
	Notify Fannie Mae of the retention of Special Counsel.
	Ensure that its Special Counsel keeps Fannie Mae updated on the progress of the matters handled by the law firm.
	Ensure that it or the Special Counsel periodically updates the law firm to which the foreclosure, bankruptcy, or eviction matter was originally referred regarding the status of the matter for which the Special Counsel was retained.

Once any issues for which Special Counsel was retained are resolved, the servicer must transition the foreclosure, bankruptcy, or eviction matter back to the law firm to which it was originally referred for any required further proceedings.

See *Selling Guide* A2-1-03, Indemnification for Losses for additional information.

Recent Related Announcements

The table below provides references to recently issued Announcements that are related to this topic.

Announcements	Issue Date
Announcement SVC-2024-03	May 8, 2024
Announcement SVC-2022-01	February 9, 2022

A4-2.2-02, Law Firm Management and Oversight (11/12/2014)

Introduction
This topic contains the following:

- Overview of Law Firm Management and Oversight
- Establishing Written Policies and Procedures Related to Law Firm Oversight and Compliance
- Conducting Law Firm Compliance Reviews and Training
- Reporting Law Firm Performance to Fannie Mae
- Escalations of Law Firm and Servicer Issues and Government and Media Inquiries

Overview of Law Firm Management and Oversight

The servicer is fully responsible for managing and overseeing all aspects of the performance and compliance of any law firm to which it makes a referral, including foreclosure prevention activities and timeline performance. The servicer must interact with the law firm as necessary throughout the course of the foreclosure or bankruptcy proceedings in order to ensure that the matters are completed in a timely manner, in accordance with applicable law, and in accordance with the requirements of the *Servicing Guide*, including the requirement that the servicer timely deliver good and marketable title to Fannie Mae following a foreclosure. The servicer must obtain, review, and analyze data and reports from the law firms and take appropriate action as necessary. The servicer is accountable and responsible to Fannie Mae for any delays or losses resulting from deficiencies in the law firm's performance. The servicer must reimburse Fannie Mae for any losses suffered because a law firm did not meet its responsibilities.

The following table lists the servicer's ongoing responsibilities following referral to a law firm.

✓	**After referral, the servicer must…**
	Continue pursuing foreclosure prevention efforts.
	Keep the law firm apprised about the status of any workout proposals, bankruptcy filings, or other events that affect the matter.
	Provide any additional documentation, information, or signatures to the law firm, as needed.
	Advance funds to pay attorney fees and costs.
	Provide bidding instructions.
	File applicable IRS forms related to paying attorney fees.
	Monitor timeline performance.
	Obtain and review data and reports from law firms and take appropriate actions as necessary.
	Fulfill all of its other servicing obligations.

The servicer must also ensure that the law firm is able to

- process foreclosures and bankruptcies in a timely and efficient manner,
- recognize and facilitate foreclosure prevention whenever possible, and
- quickly obtain relief from the bankruptcy so that foreclosure proceedings may be initiated or continued, when appropriate.

Establishing Written Policies and Procedures Related to Law Firm Oversight and Compliance

The servicer must develop and have in place policies and procedures regarding oversight and compliance relating to law firms handling Fannie Mae default-related matters. The servicer must have policies and procedures reasonably designed to ensure that the law firms handling of Fannie Mae default-related matters are in compliance with the Mortgage Default Counsel Retention Agreement with Fannie Mae, the applicable provisions of the *Servicing Guide*, and applicable law.

Conducting Law Firm Compliance Reviews and Training

The servicer must conduct periodic law firm compliance reviews and training as appropriate. In determining the frequency of firm compliance reviews, the servicer must consider the overall risk posed by the firm (legal, reputational, and financial), firm volume, performance, any changes in staffing ratios or levels, any litigation against the firm alleging systemic issues, any media coverage regarding the firm, and the prior results of any firm compliance reviews.

Compliance Reviews: The servicer's ongoing compliance monitoring must address the following minimum elements.

✓	**Elements of the servicer’s ongoing compliance monitoring that must be maintained**
	Ongoing eligibility under Fannie Mae minimum requirements.
	Compliance with the limited retention agreement with Fannie Mae, including the fee and cost guidelines.
	Compliance with the applicable provisions of the *Servicing Guide.*
	Compliance with applicable law.
	Law firm capacity.
	Reputational risk issues, for example, complaints against the law firm, bar complaints, sanction proceedings, or investigations by regulatory or law enforcement authorities.
	Verification that the law firm has effective controls in place related to information security, data management, and fraud prevention.
	Document custody practices.

✓	Elements of the servicer’s ongoing compliance monitoring that must be maintained
	Business continuity.
	Maintenance of appropriate errors and omissions coverage.
	Financial viability.
	Adequacy of staffing.
	Applicable ratios (attorney to staff; attorney to file, and staff to file) and the law firm’s management of the ratios.
	Training.
	Quality of work.

The servicer must make available to Fannie Mae upon request the materials relating to its performance and compliance monitoring of law firms providing default-related legal services, including

- information regarding the servicer's compliance monitoring, including scope and methodology,
- the schedule of law firm compliance reviews conducted,
- the identity of any vendors used in the law firm compliance reviews,
- any documentation from the law firm compliance reviews, and
- any findings, reports or remediation plans resulting from the law firm compliance reviews.

Fannie Mae reserves the right to review and require changes to the servicer's compliance process, as well as to require the servicer to conduct additional compliance activities related to law firms handling its default matters. In addition, Fannie Mae may require the servicer to change the scope of its compliance process in connection with Fannie Mae mortgage loans. Fannie Mae also reserves the right to directly conduct law firm audits and law firm on-site visits as deemed necessary.

Ongoing Training: The servicer must ensure that law firms receive any necessary training, including information regarding Fannie Mae requirements, such as *Servicing Guide* Announcements that may affect the law firms. Although Fannie Mae may conduct mandatory law firm training from time to time, the servicer is responsible for ensuring that law firms are aware of Fannie Mae’s requirements.

Reporting Law Firm Performance to Fannie Mae

The servicer must generate and provide in a timely manner data and reports requested by Fannie Mae related to, among other things, servicer performance in managing the foreclosure and bankruptcy processes and

oversight of law firm performance and compliance. The servicer must provide Fannie Mae access, as requested, to data in its servicing systems regarding Fannie Mae mortgage loans. Fannie Mae will periodically specify the required data and reports on Fannie Mae's website.

Escalations of Law Firm and Servicer Issues and Government and Media Inquiries

Within two business days of discovery, or sooner if circumstances warrant, the servicer must notify Fannie Mae of matters requiring Fannie Mae's attention, including the following:

- any information regarding a law firm that might warrant a suspension of referrals, the transfer of matters to another law firm, and/or termination of the law firm;
- information suggesting legal or reputational risk posed by a law firm, e.g., bar complaints, sanction proceedings, or litigation asserting systemic issues with the law firm or its practices;
- any actual or suspected data security breach involving the law firm;
- any actual or alleged fraud on the part of a law firm;
- federal, state, or local governmental inquiries, including Congressional inquiries, that involve a significant legal or reputational risk issue related to a law firm selected and retained to perform default-related legal services on Fannie Mae mortgage loans or that involve a significant legal or reputational risk issue related to default-related practices of the servicer on Fannie Mae mortgage loans;
- media inquiries related to a law firm selected and retained to perform default-related legal services on Fannie Mae mortgage loans or default-related practices of the servicer on Fannie Mae mortgage loans;
- volume or capacity issues with a law firm;
- a breach of the limited retention agreement between Fannie Mae and a law firm;
- any systemic issues with a law firm;
- significant issues with the servicer's process for handling delinquent mortgage loans, e.g., an issue that causes widespread foreclosure delays or an issue that requires remediation efforts be taken with respect to mortgage loans in one or more jurisdictions; or
- any material change in the ownership, partnership, or organization of the law firm after executing the limited retention agreement, including instances where a named partner leaves the law firm or a practice group separates from the law firm.

Fannie Mae reserves the right to issue direction to servicers and law firms regarding escalated matters.

Escalation Process: Escalated matters must be reported to Fannie Mae's Legal department via email (see F-4-02, List of Contacts).

The following table provides additional instructions for escalating matters to Fannie Mae.

✓	**When the servicer provides Fannie Mae notice of a matter requiring Fannie Mae's attention, the servicer must…**

✓	When the servicer provides Fannie Mae notice of a matter requiring Fannie Mae's attention, the servicer must…
	Designate in its email one or more points of contact.
	Promptly obtain and provide Fannie Mae with any additional information requested from the law firm.

Recent Related Announcements

There are no recently issued Announcements related to this topic.

A4-2.2-03, Prohibition Against Servicer-Specified Vendors for Fannie Mae Referrals, Use of Vendors, and Outsourcing Companies (04/12/2017)

The servicer cannot directly or indirectly require or encourage law firms to use specified vendors in connection with Fannie Mae referrals, including, but not limited to

- title companies,
- posting and publication vendors, and
- service of process vendors.

The law firm must be allowed to select vendors of its choice based on its assessment of factors such as the cost efficiency, quality, reliability, and timeliness of the services provided by the vendor.

Arrangements with vendors and other service providers, particularly affiliates, must not be influenced by an actual or perceived conflict of interest. The servicer and law firm must use the most cost-efficient and effective vendors to assist in processing foreclosures and bankruptcy cases without regard to arrangements that could provide a financial benefit directly or indirectly to the servicer.

The law firm must obtain Fannie Mae's prior written approval if it wishes to use a vendor that is the servicer itself, an outsourcing company, or other third-party vendor utilized by the servicer to assist in servicing defaulted mortgage loans, or an affiliate of the servicer, outsourcing company, or third-party vendor. Requests for approval must be directed to Fannie Mae's Legal Department via email (see F-4-02, List of Contacts).

The servicer must not enter into or participate in any arrangements with an outsourcing company or third-party vendor pursuant to which the servicer receives a direct or indirect benefit of any kind (such as a lower charge for services or a payment) for referring a foreclosure or bankruptcy matter relating to a Fannie Mae mortgage

loan to a particular law firm. In addition, the servicer must obtain prior written approval from Fannie Mae's Legal Department before entering into any arrangement with an outsourcing company or third-party vendor that is not an approved Fannie Mae servicer involving the outsourcing company or third-party vendor undertaking all or substantially all of the servicer's responsibilities with respect to servicing loans in bankruptcy (see F-4-02, List of Contacts).

Outsourcing companies or third-party vendors must not be permitted to directly or indirectly select, or influence the selection of, the law firms to be used on Fannie Mae mortgage loans.

The servicer, its agents, or any outsourcing firm it employs may not charge either directly or indirectly any outsourcing fee, referral fee, packaging fee, or similar fee in connection with any Fannie Mae mortgage loan. This requirement is in place, in part, to deter actual and potential conflicts of interest that may arise and compromise the overall effectiveness of service provided to Fannie Mae.

To help ensure compliance with this requirement, Fannie Mae explicitly prohibits the following parties from directly or indirectly charging any amounts to (or receiving any payments or any benefits from) law firms or their affiliates in connection with any Fannie Mae mortgage loan or service provided directly or indirectly with respect to any Fannie Mae mortgage loan except as Fannie Mae may expressly permit

- the servicer,
- any outsourcing company or other third-party vendor utilized by the servicer to assist in servicing defaulted mortgage loans (for example, referring loans to foreclosure or bankruptcy, monitoring law firm performance, or providing administrative support services), and
- any affiliate of the servicer, outsourcing company, or third-party vendor.

Fannie Mae does expressly permit the benefit that servicers may receive from law firms having access to and utilizing data obtained from the servicer's systems through "direct sourcing" arrangements.

Any other charges, payments, or benefits from law firms or their affiliates in connection with Fannie Mae mortgage loans will require Fannie Mae's prior written approval.

The servicer is responsible for ensuring compliance with these requirements. The servicer must diligently monitor and manage any outsourcing company or vendor it utilizes to assist with the servicing of defaulted mortgage loans to ensure all Fannie Mae servicing guidelines are fully met in a timely and cost-effective manner.

Recent Related Announcements

There are no recently issued Announcements related to this topic.

A4-2.2-04, Law Firm Suspensions, Matter Transfers, and

Terminations (08/15/2018)

Introduction
This topic contains the following:

- Servicer-Directed Suspensions
- Fannie Mae-Directed Suspensions
- Implementation of Suspensions

Servicer-Directed Suspensions

The following table provides instructions for the servicer regarding the suspension of referrals, law firm matter transfers, and termination of law firms.

If...	Then the servicer must...
the servicer becomes aware of information regarding a law firm handling Fannie Mae default-related matters that might warrant a suspension of referrals, the transfer of matters to another law firm, and/or the termination of the law firm (for example, due to legal, reputational, or operational risk)	• notify Fannie Mae within two business days or sooner if circumstances warrant as set forth in *Escalations of Law Firm and Servicer Issues and Government and Media Inquiries* in A4-2.2-02, Law Firm Management and Oversight, and • conduct due diligence with respect to the issue.
the servicer intends to suspend referrals and/or terminate a law firm	• provide Fannie Mae with prior notice at least five business days before implementing the decision, • provide Fannie Mae with the implementation plan for the course of action chosen by the servicer, • inform the law firm of the decision, and • keep Fannie Mae periodically updated with respect to the status of implementation of the decision.
the servicer is transferring matters to another law firm	refer to *Servicing Guide* E-1.1-01, General Requirements for Referring a Mortgage Loan to a Law Firm for the requirements for notifying Fannie Mae of the transfer of default-related matters.

The servicer must retain all information relating to

- its due diligence review,

- its decision, and
- all other information supporting its decision for the longer of any retention period applicable to the servicer, or seven years after the decision.

The servicer must make such information available to Fannie Mae upon request.

Fannie Mae-Directed Suspensions

Fannie Mae reserves the right to direct the servicer to initiate an investigation of a law firm if it becomes aware of information that might warrant a suspension of referrals, the transfer of law firm matters, or termination of the law firm. Fannie Mae may itself conduct due diligence and investigations as necessary, and may instruct the servicer to suspend some or all new referrals, to transfer some or all of its matters, or to terminate law firms.

In the event of a decision by Fannie Mae to suspend new referrals, transfer matters, or terminate a law firm, Fannie Mae will inform the servicer of the decision and provide direction regarding required servicer actions.

Implementation of Suspensions

The servicer is responsible for implementing any suspension, transfer of law firm matters, and/or termination unless otherwise directed by Fannie Mae.

The servicer must consider all pertinent factors when determining the proper implementation strategy for any suspension, law firm matter transfers, and/or termination, including:

- the capacity of other eligible law firms in the jurisdiction to handle additional capacity and/or transferred matters,
- the proration of fees between the transferor and transferee law firms,
- avoiding duplicative fees and costs as a result of any transfer, and
- the continuing availability of adequate errors and omissions coverage for a law firm as to which some matters are left for resolution following a suspension of referrals or partial transfer of matters.

With respect to any required matter transfer, the servicer must take all required steps to effectuate, manage, and monitor the transfer and report periodically to Fannie Mae regarding

- the identity of each transferee law firm,
- the identification and quantification of the matters transferred to each transferee law firm, and
- the timing and status of the law firm matter transfer.

The servicer must not charge Fannie Mae or the borrower for any fees or costs associated with transferring matters, and such amounts must not be added to the borrower’s total indebtedness.

Fannie Mae reserves the right to manage any suspension, transfer of matters, and/or termination if it concludes that Fannie Mae's management is necessary to manage legal, reputational, or operational risks. The servicer must follow all reasonable instructions given by Fannie Mae.

Recent Related Announcements

There are no recently issued Announcements related to this topic.

Part B, Escrow, Taxes, Assessments, and Insurance

Introduction

This part describes how to administer an escrow account to manage taxes, assessments, and insurance requirements.

Published April 9, 2025

Chapter B-1, Escrow Account Administration

Introduction

This chapter describes escrow account administration.

B-1-01, Administering an Escrow Account and Paying Expenses (09/11/2024)

Introduction
This topic contains the following:

- Overview
- Paying Interest on an Escrow Account
- Waiving Escrow Account Requirements
- Administering an Escrow Account in Connection With a Payment Deferral
- Administering an Escrow Account in Connection With a Mortgage Loan Modification
- Manufactured Home Tax Requirements
- Paying Assessments and Related Expenses to Protect the Priority of Fannie Mae's Mortgage Lien
- Advancing Funds to Cover Expenses

Overview

Without regard to whether the mortgage loan has an escrow account, the servicer must protect Fannie Mae's mortgage lien and the property securing the mortgage loan by

- monitoring the status of all escrow and related charges, which may include but are not limited to
    - property and flood insurance premiums;
    - mortgage insurance premiums;
    - real estate taxes;
    - ground rents;
    - regular and special assessments for condominiums, homeowners' associations (HOA), and Planned Unit Developments (PUD);
    - co-op corporation fees and assessments;
    - local government and public utility assessments; and
    - any other charges, fines, and imposition attributable to the property which can attain priority over Fannie Mae's mortgage lien; and
- maintaining accurate records on the status of all escrow and related charges.

Unless otherwise noted, the requirements in this section apply whether the mortgage loan is a first lien mortgage loan that has an escrow account or a second lien mortgage loan where the servicer chooses to require an escrow account.

When the mortgage loan has an escrow account, the servicer must

- ensure the timely payment of all escrow and related charges before any applicable penalty or termination date, and
- make payments for escrow-related expenses early enough to take advantage of any discount period to obtain the maximum discounts allowed whenever funds are available in the escrow account.

Paying Interest on an Escrow Account

Fannie Mae will not reimburse the servicer when the servicer pays interest on an escrow account, whether required by law or voluntary.

Waiving Escrow Account Requirements

The servicer must not solicit a borrower with an offer to waive the escrow account requirements but is authorized to evaluate a borrower's request subject to the requirements in the following table.

✓	**The servicer must...**
	Evaluate whether it is appropriate to waive the escrow account requirement based on the mortgage loan documents and applicable law.
	Deny a request to waive escrow requirement for a mortgage loan if • the borrower has received a prior mortgage loan modification, or previously been approved for an escrow waiver and failed to make all payments timely, as required, • the borrower has experienced any delinquency in the 12 months immediately preceding the request, • the borrower has experienced a 60+ day delinquency in the 24 months immediately preceding the request, or • the principal balance for the mortgage loan is greater than or equal to 80% of the original appraised value.
	Maintain the basis for the waiver decision and any disclosures provided to the borrower, if applicable, in the mortgage loan servicing file. The servicer must make this information available to Fannie Mae upon request.

The servicer may not waive the individual escrow requirement for MIPs when the premiums are paid monthly.

Administering an Escrow Account in Connection With a Payment Deferral

When a borrower is eligible for a payment deferral and the servicer was not collecting escrows on the existing mortgage loan, the servicer is not required to revoke any escrow deposit account waiver and establish an escrow deposit account as a condition of the payment deferral if the servicer confirms the borrower is current on the payments for taxes, special assessments, property and flood insurance premiums, premiums for borrower-purchased MI, ground rents, and similar items.

Prior to offering a payment deferral, the servicer must analyze an existing escrow account to estimate the periodic escrow deposit required to ensure adequate funds are available to pay future charges, taking into consideration T&I payments that may come due during the processing month, if applicable. In the event the initial escrow analysis identifies an escrow shortage, the servicer must spread any escrow shortage repayment amount in equal monthly payments over a period of 60 months, unless the borrower decides to pay the escrow shortage amount in a lump sum up-front or over a shorter period, not less than 12 months. Any subsequent escrow shortage that may be identified in the next annual analysis cycle must be spread out over either the remaining term of the initial escrow shortage repayment period or another period of up to 60 months.

See *Performing an Escrow Analysis* in D2-3.2-04, Payment Deferral and *Performing an Escrow Analysis* in D2-3.2-05, Disaster Payment Deferral for additional information.

Administering an Escrow Account in Connection With a Mortgage Loan Modification

The following table outlines the escrow requirements when a servicer is evaluating a borrower for a mortgage loan modification.

✓	**The servicer must...**
	Revoke any escrow deposit account waiver and establish an escrow deposit account prior to the beginning of the trial payment period in accordance with Fannie Mae's requirements, unless the borrower is current on the payments for taxes, special assessments, property and flood insurance premiums, premiums for borrower-purchased MI, ground rents, and similar items and the mortgage loan modification is a Fannie Mae Flex Modification in accordance with *Evaluating or Soliciting a Borrower with a Disaster-Related Hardship for a Fannie Mae Flex Modification* in D2-3.2-06, Fannie Mae Flex Modification.

✓	The servicer must...
	Analyze an existing escrow account to estimate the periodic escrow deposit required to ensure adequate funds are available to pay future charges, taking into consideration T&I payments that may come due during any Trial Period Plan. In the event the initial escrow analysis identifies an escrow shortage, the servicer must spread any escrow shortage repayment amount in equal monthly payments over a period of 60 months, unless the borrower decides to pay the escrow shortage amount in a lump sum up-front or over a shorter period, not less than 12 months. Any subsequent escrow shortage that may be identified in the next annual analysis cycle must be spread out over either the remaining term of the initial escrow shortage repayment period or another period of up to 60 months.
	Ensure the borrower's monthly mortgage loan payments, including trial period payments, include an escrow payment. See the applicable mortgage loan modification program in *Section D2–3.2, Home Retention Workout Options for additional information.*

See *Performing an Escrow Analysis* in D2-3.2-06, Fannie Mae Flex Modification for additional information.

Manufactured Home Tax Requirements

When the property securing the mortgage loan is a manufactured home, the servicer must ensure the manufactured home and land are taxed as real property and a single tax bill is issued.

If this is not possible, the dwelling must be taxed separately as personal property and the servicer must adjust its system to escrow for both real and personal property taxes. Fannie Mae's requirements for real estate taxes apply equally to personal property taxes applicable to the dwelling.

Paying Assessments and Related Expenses to Protect the Priority of Fannie Mae's Mortgage Lien

The following table outlines the servicer's responsibilities for addressing a regular or special assessment, including for an HOA, PUD, or condo association or a related expense, prior to the foreclosure sale date when applicable law creates a lien that is superior in priority over Fannie Mae's mortgage lien and that if foreclosed, would extinguish Fannie Mae's mortgage lien.

✓	The servicer must...
	Determine the minimum amount necessary to clear the association's claim of lien in order to prevent the extinguishment of Fannie Mae's mortgage lien.

✓	The servicer must...
	Negotiate with the association, as needed and with reasonable effort, to minimize the amount necessary to clear the association's lien against the property.
	Pay the necessary amount prior to the foreclosure sale date or closing of a Mortgage Release.

> **Note:** The servicer must notify Fannie Mae's Legal department by submitting a Non-Routine Form (Form 20) when

- the association refuses to issue a statement of the amount due showing only the priority amounts,
- the association continues to assert lien priority after the servicer has paid the priority amounts,
- litigation is filed by the association to foreclose a Fannie Mae-owned mortgage lien or to establish lien priority, or
- efforts to settle a dispute with the association fail.

The servicer must follow the procedures in *General Expense Reimbursement Requirements* in F-1-05, Expense Reimbursement to determine the timing and amount of advances, if any, Fannie Mae will reimburse.

The servicer must follow the procedures in Allowable Payments to Subordinate Lienholders in D2-3.3-01, Fannie Mae Short Sale to determine the type and amount of payments to subordinate lienholders, if any, Fannie Mae will allow to be paid from the short sale proceeds.

The servicer must follow the procedures in accordance with D1-1-02, Evaluating a First Lien Mortgage Loan for Charge-Off and Release of Lien and D1-1-03, Evaluating a Second Lien Consideration of a Second Lien Mortgage Loan to determine if the loan is eligible for charge-off prior to advances.

Advancing Funds to Cover Expenses

The servicer must promptly advance the funds to cover an expense when an escrow account has insufficient funds to pay an expense in a timely manner. The servicer must require the borrower to reimburse it for advances because the escrow deposit account did not have sufficient funds to cover an expense or emergency repairs to the property. Any funds the servicer advances must stay in the T&I custodial account until the borrower remits funds sufficient to cure the deficit.

The following table outlines the requirements when the servicer waives the escrow account requirement and the borrower fails to pay the insurance premiums, taxes, or other related charges.

✓	The servicer must...
	Advance the payment, including any late payment penalties, from its own funds.

✓	The servicer must...
	Revoke any escrow waiver and establish an escrow account in accordance with Fannie Mae's requirements to collect funds to repay the advances and pay future bills.

The servicer must follow the procedures in *General Expense Reimbursement Requirements* in F-1-05, Expense Reimbursement to determine how to obtain reimbursement from future payments, and how to obtain reimbursement from Fannie Mae.

Recent Related Announcements

The table below provides references to recently issued Announcements that are related to this topic.

Announcements	Issue Date
Announcement SVC-2024-05	September 11, 2024
Announcement SVC-2023-05	October 11, 2023
Announcement SVC-2023-03	May 10, 2023
Announcement SVC-2022-04	June 8, 2022
Announcement SVC-2022-01	February 9, 2022
Announcement SVC-2020-04	September 9, 2020
Announcement SVC-2019-05	July 10, 2019

Chapter B-2, Property Insurance Requirements

Introduction

This chapter describes requirements relating to property insurance.

B-2-01, Property Insurance Requirements Applicable to All Property Types (02/14/2024)

Introduction
This topic contains the following:

- Overview
- Servicer Responsibilities Related to Property Insurance for First Lien Mortgage Loans
- Servicer Responsibilities Related to Property Insurance for Second Lien Mortgage Loans

Overview

This topic describes additional requirements only applicable to servicers.

Refer to *Selling Guid*e B7-3-01, General Property Insurance Requirements for All Property Types for general property insurance requirements, including

- property insurer rating requirements,
- exceptions to insurer rating requirements, and
- other exceptions to property insurance requirements.

Refer to *Selling Guide* B7-3-07, Evidence of Property Insurance for information on evidence of property insurance.

Also, see *Acceptable Evidence of Master Insurance Policies* in B-2-03, Master Property Insurance Requirements for Project Developments.

Servicer Responsibilities Related to Property Insurance for First Lien Mortgage Loans

The servicer must have policies and procedures in place to ensure that required property insurance is continuously maintained on the subject property. The following table lists the servicer's responsibilities applicable to all first lien mortgage loans owned or securitized by Fannie Mae unless otherwise noted.

✓	**The servicer must...**
	Verify at least annually that the selected insurer, policy amount and type of coverage meet Fannie Mae's requirements as described in *Selling Guide* B7-3, Property and Flood Insurance.
	Ensure requirements contained in any negotiated contract are met.

✓	The servicer must...
	Ensure property insurance premiums are paid. See B-1-01, Administering an Escrow Account and Paying Expenses for additional information.
	Obtain lender-placed insurance in response to notification that coverage is being cancelled, non-renewed, reduced, or otherwise modified in a manner resulting in coverage that no longer meets Fannie Mae's requirements, in accordance with B-6-01, Lender-Placed Insurance Requirements.
	Contact its Fannie Mae Servicing Representative (see F-4-02, List of Contacts) to determine if additional coverage is needed as described in *Selling Guide* B7-3-05, Additional Insurance Requirements.
	Change the insurance coverage for a mortgage loan when it is inadequate to protect Fannie Mae's interests or, in the instance of lender-placed insurance, causes Fannie Mae to be over-insured. Examples include properties that become vacant and home renovation loans. See *Selling Guide* B7-3-05, Additional Insurance Requirements for additional information.

Servicer Responsibilities Related to Property Insurance for Second Lien Mortgage Loans

The following table lists the servicer's responsibilities applicable to all second lien mortgage loans owned or securitized by Fannie Mae.

✓	The servicer must...
	Obtain and review a copy of the property insurance policy annually to determine if the insurance coverage meets Fannie Mae's requirements.
	Require the borrower to obtain appropriate endorsements that will bring the coverage in line with Fannie Mae's requirements if the existing property insurance policy does not provide the amount of coverage Fannie Mae requires and send a copy of these endorsements to the servicer of the first-lien mortgage loan.
	Ensure property insurance premiums are paid, see B-1-01, Administering an Escrow Account and Paying Expenses for additional information.

✓	The servicer must...
	Obtain lender-placed insurance in response to notification that coverage is being cancelled, non-renewed, reduced, or otherwise modified in a manner resulting in coverage that no longer meets Fannie Mae's requirements, in accordance with B-6-01, Lender-Placed Insurance Requirements.

Recent Related Announcements

The table below provides references to recently issued Announcements that are related to this topic.

Announcements	Issue Date
Announcement SVC-2024-01	February 14, 2024
Announcement SVC-2022-08	December 21, 2022
Announcement SVC-2021-09	December 8, 2021
Announcement SVC-2020-07	December 9, 2020

B-2-02, Property Insurance Requirements for One- to Four-Unit Properties (12/21/2022)

Introduction
This topic contains the following:

- Overview
- Determining the Required Coverage Amount for Second Lien Mortgage Loans
- Mortgagee Clause Requirements for Second Lien Mortgage Loans

Overview

This topic describes additional requirements only applicable to servicers. Refer to *Selling Guide* B7-3-02, Property Insurance Requirements for One- to Four-Unit Properties for property insurance requirements for mortgage loans secured by a one- to four-unit property, including

- coverage requirements,
- determining the required coverage amount for first lien mortgage loans, and
- deductible requirements.

Refer to *Selling Guide* B7-3-08, Mortgagee Clause, Named Insured, and Notice of Cancellation Requirements for the applicable requirements for mortgage loans secured by a one- to four-unit property.

Determining the Required Coverage Amount for Second Lien Mortgage Loans

When the existing coverage for a property that secures a second lien mortgage does not provide coverage equal to the lesser of 100% of the replacement cost value of the property improvements or the combined unpaid principal balance of the first-lien and second-lien mortgages (as long as that equals at least 80% of the replacement cost value of the improvements), the servicer must require the borrower to obtain appropriate endorsements to bring the coverage in line with Fannie Mae's requirements. A copy of any endorsements should be sent to the first-lien mortgage servicer.

Mortgagee Clause Requirements for Second Lien Mortgage Loans

For a second lien mortgage loan, the mortgagee clause in the property insurance policy for the first lien mortgage loan must be amended to recognize the second lien mortgage loan and to clearly set out Fannie Mae's interest in the policy coverage.

Recent Related Announcements

The table below provides references to recently issued Announcements that are related to this topic.

Announcements	Issue Date
Announcement SVC-2022-08	December 21, 2022
Announcement SVC-2021-09	December 8, 2021

B-2-03, Master Property Insurance Requirements for Project Developments (02/14/2024)

Introduction
This topic contains the following:

- Overview
- Acceptable Evidence of Master Property Insurance Policies

Overview

This topic describes additional requirements only applicable to servicers. Refer to *Selling Guide* B7-3-03, Master Property Insurance Requirements for Project Developments for property insurance requirements for project developments, including

- determining if a master property insurance policy is required,
- coverage requirements,
- determining the required coverage amount,
- deductible requirements,
- special coverage requirements for project developments,
- special coverage requirements for condo projects,
- builder/developer property insurance policies, and
- policies covering multiple projects.

Acceptable Evidence of Master Property Insurance Policies

The servicer must ensure on an annual basis that the master insurance coverage maintained for a PUD, condo, or co-op project meets the requirements outlined in this *Servicing Guide*.

Refer to *Selling Guide* B7-3-07, Evidence of Property Insurance for acceptable evidence of master insurance policies. Acceptable evidence of master insurance coverage for a unit in a PUD, condo, or co-op project includes either:

- a copy of the current master policy and any endorsements, and a certificate of insurance showing the individual unit securing the mortgage loan is covered under the policy;
- a blanket insurance policy which covers every project in which the servicer services Fannie Mae mortgage loans, with premiums borne by the servicer as a corporate expense; or
- an insurance policy maintained by the servicer which provides ”walls-in” coverage as well as loss assessment coverage as needed in the event of an uninsured loss for all Fannie Mae PUD, condo, or co-op mortgage loans serviced by the servicer.

In accordance with *Selling Guide* A2-1-03, Indemnification for Losses, the servicer must indemnify Fannie Mae in the event that the servicer's use of an insurance product does not provide sufficient coverage. In no event shall a servicer's obligation to Fannie Mae thereunder be limited to the amount of coverage in force under an insurance product that it has selected or obtained.

Recent Related Announcements

The table below provides references to recently issued Announcements that are related to this topic.

Announcements	Issue Date
Announcement SVC-2024-01	February 14, 2024

Announcements	Issue Date
Announcement SVC-2022-08	December 21, 2022
Announcement SVC-2021-09	December 8, 2021

B-2-04, Individual Property Insurance Requirements for Units in Project Developments (12/21/2022)

Refer to *Selling Guide* B7-3-04, Individual Property Insurance Requirements for a Unit in a Project Development for property insurance requirements for mortgage loans secured by a unit in a project development, including

- determining if an individual property insurance policy on a unit in a project development is required,
- coverage requirements,
- determining the required coverage amount, and
- deductible requirements.

Refer to *Selling Guide* B7-3-08, Mortgagee Clause, Name Insured, and Notice of Cancellation Requirements for the applicable requirements for mortgage loans secured by a unit in a project development.

Recent Related Announcements

The table below provides references to recently issued Announcements that are related to this topic.

Announcements	Issue Date
Announcement SVC-2022-08	December 21, 2022

Chapter B-3, Flood Insurance Requirements

Introduction

This chapter describes requirements for flood insurance.

B-3-01, Flood Insurance Requirements Applicable to All Property Types (02/14/2024)

Introduction
This topic contains the following:

- Overview
- Servicer Responsibilities Related to Flood Insurance
- Requirements When a Property's Flood Zone Status Changes
- Determining the Required Coverage Amount for First Lien Mortgage Loans
- Determining the Required Coverage Amount for Second Lien Mortgage Loans
- Requirements During a National Flood Insurance Program Lapse

Overview

Refer to *Selling Guide* B7-3-06, Flood Insurance Requirements for All Property Types for general flood insurance requirements. This topic describes additional requirements only applicable to servicers.

Servicer Responsibilities Related to Flood Insurance

The following table outlines the servicer's responsibilities for the maintenance of flood insurance.

✓	**The servicer must...**
	Ensure the property securing the mortgage loan is adequately protected by flood insurance when required, with no lapses of coverage (see *Requirements During a National Flood Insurance Program Lapse* for servicing mortgage loans impacted by a lapse of the NFIP).
	Ensure the flood insurance premiums are paid. See B-1-01, Administering an Escrow Account and Paying Expenses for additional information.
	Actively monitor all flood maps and community status changes and take appropriate action as changes occur. If a property is remapped into an SFHA, see *When a Property's Flood Zone Status Changes* for additional information.
	Provide evidence of flood insurance coverage to Fannie Mae within 10 business days of the date of Fannie Mae's request.

✓	The servicer must...
	Ensure appropriate coverage is in place upon completion of repairs, renovation, or construction for home renovation or energy improvement loans. See *Selling Guide* B7-3-05, Additional Insurance Requirements for additional information.

Requirements When a Property's Flood Zone Status Changes

When a property is remapped into an SFHA, the servicer must take the action described in the following table.

If the property is located in a...	Then the servicer must...
participating community under the NFIP	obtain the required coverage within 120 days after the effective date of the remapping even if the borrower refuses to obtain the required coverage or to pay a disputed premium.
non-participating community under the NFIP	work with the borrower to locate a private insurance carrier and obtain the required coverage within 120 days after the effective date of the remapping.

The servicer must follow the procedures in *General Expense Reimbursement Requirements* in F-1-05, Expense Reimbursement for information related to flood insurance premium reimbursement.

When a property is remapped out of an SFHA, the servicer must not require flood insurance. If the borrower provides a letter from FEMA stating the structure is no longer in an SFHA and requests that the flood insurance be canceled, the servicer must

- cancel the flood insurance, and
- maintain a copy of the letter from FEMA in the individual mortgage loan file.

Determining the Required Coverage Amount for First Lien Mortgage Loans

Refer to *Selling Guide* B7-3-06, Flood Insurance Requirements for All Property Types for determining the required coverage amount for first lien mortgage loans.

Determining the Required Coverage Amount for Second Lien Mortgage Loans

If Fannie Mae does not have an interest in the first lien mortgage loan and the property securing a second lien mortgage loan is not covered by a required flood insurance policy because the holder of the first lien mortgage loan did not require flood insurance coverage, the servicer must require the borrower to obtain a flood

insurance policy with coverage in the amount of the lesser of

- the UPB of all property liens, or
- the maximum coverage available under the NFIP.

Requirements During a National Flood Insurance Program Lapse

Refer to *Selling Guide* B7-3-06, Flood Insurance Requirements for All Property Types for additional requirements that must also be met in the event of a lapse of the NFIP.

The following table lists the servicer's responsibilities for impacted mortgage loans during a lapse of the NFIP.

✓	**The servicer must continue to...**
	Collect flood insurance premiums and remit payment to the appropriate insurance company when the NFIP has been reauthorized.
	Track properties securing mortgage loans for which a new policy, an increase in coverage, or renewal of an existing policy would have occurred during the lapse.
	Take all steps (as permitted by applicable law) necessary to facilitate the issuance of coverage once the lapse has ended.

Recent Related Announcements

The table below provides references to recently issued Announcements that are related to this topic.

Announcements	Issue Date
Announcement SVC-2024-01	February 14, 2024
Announcement SVC-2022-08	December 21, 2022
Announcement SVC-2021-09	December 8, 2021

Chapter B-4, Additional Insurance Requirements

Introduction

This chapter describes requirements relating to additional insurance coverages.

B-4-01, Additional Insurance Requirements (12/21/2022)

Refer to *Selling Guide* B7-3-05, Additional Insurance Requirements for additional insurance requirements, including

- additional property insurance coverage,
- insurance requirements for renovation and energy-related improvement loans, and
- optional credit life or mortgage loan insurance.

Recent Related Announcements

The table below provides references to recently issued Announcements that are related to this topic.

Announcements	Issue Date
Announcement SVC-2022-08	December 21, 2022
Announcement SVC-2021-09	December 8, 2021

Chapter B-5, Property and Flood Insurance Loss Events and Claim Settlements

Introduction

This chapter describes requirements relating to property and flood insurance loss events and claim settlements.

B-5-01, Insured Loss Events (07/12/2023)

Introduction
This topic contains the following:

- Servicer Responsibilities
- Responsibilities For All Properties that Can Be Legally Rebuilt
- Disbursing Insurance Loss Proceeds Based on the Mortgage Loan Status and the Borrower's Intent

- Performing Remote Insured Loss Repair Inspections
- Depositing the Insurance Loss Proceeds Not Disbursed

Servicer Responsibilities

When a property securing a mortgage loan experiences an insured loss, the servicer must ensure the proof of loss claim is filed within the time period specified in the insurance policy and monitor the disbursement of insurance loss proceeds (see *Disbursing Insurance Loss Proceeds Based on the Mortgage Loan Status and the Borrower's Intent* for additional information).

> **Note:** If the servicer is unable to establish contact with the borrower, the servicer must contact the insurance carrier to determine whether the borrower has filed the proof of loss claim. If the borrower has not filed the claim, the servicer must file a proof of loss claim under the standard mortgagee clause and collect the insurance loss proceeds on Fannie Mae's behalf.

If a property inspection reveals an insurable loss event and the proof of loss claim is not filed, is denied, or is curtailed due to the servicer's failure to file a timely claim, the servicer must make Fannie Mae whole for any losses relating to the property damage, expenses, or fees Fannie Mae incurs.

Additional responsibilities depend upon whether the property can be legally rebuilt, as described in the following table.

If…	Then the servicer must…
the property cannot be legally rebuilt	use any insurance loss proceeds to reduce the outstanding mortgage loan debt.
the property can be legally rebuilt	follow the instructions in *Responsibilities for All Properties that Can Be Legally Rebuilt* and determine the appropriate actions based on the status of the mortgage loan at the time of the loss event, as described in *Disbursing Insurance Loss Proceeds Based on the Mortgage Loan Status and the Borrower's Intent*.

Responsibilities For All Properties that Can Be Legally Rebuilt

The following table provides a list of the servicer's responsibilities when there is an insurable loss on a property securing a mortgage loan and the property can be legally rebuilt.

✓	The servicer must…
	Document details on the damages or cause of loss to the property.
	Discuss with the borrower any plans for repairing the property. **Note:** If the servicer is unable to establish contact with the borrower or the property is abandoned, the servicer must ensure the property is maintained and secured by complying with the requirements in D2-2-10, Requirements for Performing Property Inspections and the Property Preservation Matrix and Reference Guide.
	Immediately issue the borrower a check for any amount of insurance loss proceeds designated for contents (for example, personal property) or living expenses.
	Deposit any insurance loss proceeds not disbursed into an interest-bearing account (see *Depositing the Insurance Loss Proceeds Not Disbursed* for additional information).
	Ensure any property inspection report accurately assesses the condition of the property, is dated, and identifies the mortgagor(s) and the property address.
	Obtain the proper lien releases, if applicable.
	Prohibit payment of fees out of the insurance loss proceeds to any public adjusters or other third parties retained by the borrower to assist with the recovery of those proceeds, unless otherwise agreed to by Fannie Mae in writing. **Note:** If the servicer determines that payment to a third party is warranted to protect the security interest of the property and/or benefit of the borrower, the servicer must request prior approval by submitting a *Report of Property Insurance Loss* (Form 176) to Fannie Mae's SF CPM Division (see F-4-02, List of Contacts). The request must include the mortgage loan and property information, a description of the specific damage or loss, details of the insurance claim, and a business justification for the request.
	Disburse any insurance loss proceeds based on the requirements in this Guide without regard to whether supplemental loss proceeds will be received. **Note:** The servicer and/or the insurance company may not have reason to believe that a supplemental claim will be filed for additional damages at the time the initial loss proceeds are paid by the insurer.

Disbursing Insurance Loss Proceeds Based on the Mortgage Loan Status and the Borrower's Intent

The servicer must release the insurance loss proceeds received from the insurance carrier based on the status of the mortgage loan at the time of the loss event and whether the borrower intends to repair the property.

Mortgage Loans Current or Less Than 31 Days Delinquent

If a mortgage loan is current or less than 31 days delinquent at the time of the loss event, then the servicer is authorized to

- release an initial disbursement of insurance loss proceeds up to the greater of
  - $40,000;
  - 33% of the insurance loss proceeds; or
  - the amount by which the release funds exceed the sum of the UPB, accrued interest, and advances on the mortgage loan; and
- disburse any remaining funds based on periodic inspections of the progress of the repair work.

If multiple disbursements of insurance loss proceeds are required, the servicer must also

- review and approve the final plans for repair, including obtaining the necessary bids to repair the property; and
- monitor and inspect repairs as completed to verify the repairs comply with the final repair plan.

> **Note:** A final inspection is not required.

> **Note**: If the borrower has made advance payments to the contractor and/or to purchase materials, then the servicer is authorized to reimburse the borrower by releasing insurance loss proceeds as evidenced by paid receipts. Receipts are not necessary if the loss proceeds are less than or equal to $40,000.

Mortgage Loans 31 Days or More Delinquent

The servicer must evaluate the borrower for a workout option in accordance with D2-3.1-01, Determining the Appropriate Workout Option and disburse the insurance loss proceeds as outlined in the following table.

If the insurance loss proceeds are…	Then the servicer…
less than or equal to $5,000	is authorized to make the disbursement in one payment.

If the insurance loss proceeds are…	Then the servicer…
greater than $5,000	• is authorized to release an initial disbursement of insurance loss proceeds of 25% of the total insurance loss proceeds but no more than the greater of ◦ $10,000; or ◦ the amount by which the release funds exceed the sum of the UPB, accrued interest, and advances on the mortgage loan; and • is authorized to disburse the remaining funds in increments not to exceed 25% of the insurance loss proceeds following inspection of the repairs.

Regardless of the disbursement amount or schedule, the servicer must

- review and approve the final plans for repair, including obtaining the necessary bids to repair the property;
- monitor and inspect repairs as completed to verify the repairs comply with the final repair plan; and
- conduct a final inspection to ensure all repairs are completed.

Mortgage Loans for Properties that are Abandoned and/or Have a Scheduled Foreclosure Sale Date

If the borrower wants to repair or restore the property, then the servicer must take the actions described in the following table.

✓	The servicer must…
	Evaluate the borrower for a workout option in accordance with D2-3, Fannie Mae's Home Retention and Liquidation Workout Options.
	Follow the requirements in D2-2-10, Requirements for Performing Property Inspections and the Property Preservation Matrix and Reference Guide to ensure the property is maintained and preserved.
	Submit a *Report of Property Insurance Loss* (Form 176) to Fannie Mae's SF CPM division (see F-4-02, List of Contacts within five business days of the servicer receiving notification of the damages.

When the Borrower Does Not Intend to Make Repairs

If a borrower does not want to repair or restore the property, the servicer must take the actions described in the following table.

✓	The servicer must…	
	Follow the requirements in D2-2-10, Requirements for Performing Property Inspections and the Property Preservation Matrix and Reference Guide to ensure the property is maintained and preserved.	
	Submit Form 176 to Fannie Mae's SF CPM division (see F-4-02, List of Contacts within five business days of learning of the borrower's intent not to repair or restore the property.	
	Take the action described in the following table depending on eligibility for a workout option.	
	If…	**Then…**
	the borrower is eligible for a workout option in accordance with D2-3, Fannie Mae's Home Retention and Liquidation Workout Options	ensure the borrower has assigned any insurance loss proceeds to Fannie Mae, if required.
	the borrower is not eligible for a workout option in accordance with D2-3, Fannie Mae's Home Retention and Liquidation Workout Options, but the servicer has determined that a workout option is appropriate	submit the case to Fannie Mae for review through Fannie Mae's servicing solutions system.
	the mortgage loan progresses to foreclosure sale	follow the requirements in E-3.3-05, Issuing Bidding Instructions for determining the foreclosure sale bid amount.

The servicer must remit insurance loss proceeds to Fannie Mae depending upon the circumstance of the mortgage loan, as outlined in the following table.

If the mortgage loan progresses to a…	Then the servicer must…
short sale	at closing, remit the remaining balance of any insurance loss proceeds via CRS using remittance code 332.
Mortgage Release or foreclosure sale	• remit the remaining balance of any insurance loss proceeds the servicer is maintaining on a mortgage loan within 30 days of confirming the REOgram via CRS using remittance code 332, and • wire any insurance loss proceeds that were a result of a claim filed by Fannie Mae's property recovery firm or that were received by the servicer after confirming the REOgram to Fannie Mae within 10 business days of receipt. **Note**: The servicer must not issue any insurance loss proceeds to pay fees to its property recovery firm or any other servicer expenses, and Fannie Mae will not reimburse fees to any servicer's property recovery firm or for any other related servicer expense.

Insured Loss Repair Inspection Costs:

The servicer is authorized to request reimbursement for insured loss repair inspection costs incurred on current and delinquent mortgage loans when required to disburse additional funds or complete a final inspection of

repairs. To request reimbursement, the servicer must follow the procedures in *Reimbursement for Property Inspections and Property Preservation Expenses* in F-1-05, Expense Reimbursement.

Performing Remote Insured Loss Repair Inspections

For mortgage loans that are current or less than 31 days delinquent at the time of the loss event, the servicer is authorized to use borrower-submitted photos and/or video, or conduct servicer-directed video calls with the borrower to document the progress or completion of repairs of the property, provided that the conditions listed in the following table are met.

✓	**The photo and/or video must…**
	Allow the servicer to determine the repairs are from the location of the property.
	Authenticate when taken and that such photos or video were not altered in any way.
	Clearly identify the repairs that are being documented and confirm the repairs • were completed in accordance with the insurance adjuster's itemized estimate and the repair plan, and • do not affect the safety, soundness or structural integrity of the property or the ability to obtain an occupancy permit.

> **Note:** For remote inspections conducted by video call with the borrower, the servicer must retain video and/or photo records of the call that clearly document the servicer's compliance with the above requirements.

Depositing the Insurance Loss Proceeds Not Disbursed

The servicer must deposit the insurance loss proceeds not disbursed to the borrower in an interest-bearing account. The following table provides a list of account requirements.

✓	**The interest-bearing account must…**
	Be a T&I custodial account with a depository institution that meets Fannie Mae's eligibility criteria for custodial depositories.
	Be for the borrower's benefit.
	Yield interest equivalent to the interest the borrower could expect to obtain from a savings or money market account.

The servicer must pay the accumulated interest to the borrower once the repairs to the property have been completed, unless

- the borrower requests an earlier disbursement of the interest, or
- applicable law allows for the accumulated interest to be applied to the UPB.

> **Note:** See *Establishing Written Policies or Procedures* in A4-1-01, Staffing, Training, Procedures, and Quality Control Requirements and A4-1-02, Establishing Custodial Bank Accounts for additional details, including requirements for addressing unapplied funds held in the T&I custodial account and for reporting the status of funds in the custodial account to Fannie Mae.

Recent Related Announcements

The table below provides references to recently issued Announcements that are related to this topic.

Announcements	Issue Date
Announcement SVC-2023-04	July 12, 2023
Announcement SVC-2021-04	July 14, 2021
Announcement SVC-2021-02	March 10, 2021
Announcement SVC-2020-03	July 15, 2020
Announcement SVC-2019-02	April 10, 2019

B-5-02, Uninsured Loss Events (09/09/2020)

When a natural disaster or other event results in an uninsured loss to the property, the servicer must take the steps listed in the following table.

Step	Servicer Action
1	Determine the damage.

Step	Servicer Action
2	If the property is abandoned, secure it in accordance with the requirements for a property in foreclosure in *E-3.2-12, Performing Property Preservation During Foreclosure Proceedings* and the *Property Preservation Matrix and Reference Guide*.
3	Develop plans to repair the property.
4	Assist the borrower in filing for any disaster relief that may be available in accordance with D1-3-01, Evaluating the Impact of a Disaster Event and Assisting a Borrower.
5	Evaluate the borrower for a workout option in accordance with Chapter D2-3, Fannie Mae's Home Retention and Liquidation Workout Options, if applicable.

Recent Related Announcements

The table below provides references to recently issued Announcements that are related to this topic.

Announcements	Issue Date
Announcement SVC-2020-04	September 9, 2020

Chapter B-6, Lender-Placed Insurance

Introduction

This chapter describes the requirements related to lender-placed insurance.

B-6-01, Lender-Placed Insurance Requirements (10/14/2015)

Introduction
This topic contains the following:

- Servicer Responsibilities Related to Lender-Placed Insurance
- Lender-Placed Insurance Deductible Requirements

Servicer Responsibilities Related to Lender-Placed Insurance

If the servicer cannot obtain evidence of acceptable property or flood insurance for a property securing a mortgage loan, the servicer must obtain lender-placed insurance in compliance with Fannie Mae's insurance requirements. The following table provides the servicer's responsibilities related to lender-placed insurance.

✓	**The servicer must...**
	Only issue lender-placed insurance coverage after it makes unsuccessful attempts to obtain evidence of insurance in accordance with applicable law.
	Not use a lender-placed insurance carrier that is an affiliated entity, as defined below, for a lender-placed insurance policy, including any captive insurance or reinsurance arrangements with an affiliated entity.
	Exclude any lender-placed insurance commissions or payments (including any incentive based compensation regardless of its designation as commission, bonus, fees, or other types of payments from the servicer's lender-placed insurance carrier; for example, underwriting bonuses or other payments based on insurance loss ratios) earned on a lender-placed insurance policy by the servicer, broker, or any affiliated entity, as defined below, from the lender-placed insurance premiums charged to the borrower or submitted for reimbursement from Fannie Mae.
	Provide copies of its lender-placed insurance policy, including any other contractual arrangements between the servicer and a lender-placed insurance carrier, upon Fannie Mae's request.
	Provide any documentation or data relating to its lender-placed insurance activities and lender-placed insurance coverage requested by Fannie Mae within 30 days of Fannie Mae's request.
	In compliance with applicable law: • terminate any lender-placed insurance, and • refund all lender-placed insurance premiums and fees charged during any period of coverage overlap.

For purposes of lender-placed insurance, an affiliated entity is defined as

- an entity owned or controlled, in whole or in part, by the servicer including, but not limited to, a subsidiary or joint venture of the servicer;
- an entity that owns or controls, in whole or in part, the servicer (for example, the parent company of the servicer); or
- an entity under common ownership or control with the servicer (for example, two subsidiaries of the

same parent company).

An affiliated entity does not include a publicly traded company where the servicer owns less than 5% of its stock.

Lender-Placed Insurance Deductible Requirements

The servicer must set the deductible for a lender-placed property insurance policy based on the following table.

If the coverage amount is...	Then the required deductible is...
less than $100,000	$1,000.
from $100,000 up to and including $250,000	$2,000.
greater than $250,000	$2,500.

> **Note:** Lender-placed flood insurance, and lender-placed wind- or hail-only insurance policies are excluded from this requirement.

Recent Related Announcements

There are no recently issued Announcements related to this topic.

Chapter B-7, Liability and Fidelity/Crime Insurance Requirements for Project Developments

Introduction

This chapter describes the requirements relating to liability and fidelity/crime insurance for project developments.

B-7-01, General Liability Insurance Requirements for Project Developments (12/21/2022)

Refer to *Selling Guide* B7-4-01, General Liability Insurance Requirements for Project Developments for general liability insurance coverage requirements for project developments.

Recent Related Announcements

The table below provides references to recently issued Announcements that are related to this topic.

Announcements	Issue Date
Announcement SVC-2022-08	December 21, 2022

B-7-02, Fidelity/Crime Insurance Requirements for Project Developments (12/21/2022)

Refer to *Selling Guide* B7-4-02, Fidelity/Crime Insurance Requirements for Project Developments for fidelity/crime insurance coverage requirements for project developments.

Recent Related Announcements

The table below provides references to recently issued Announcements that are related to this topic.

Announcements	Issue Date
Announcement SVC-2022-08	December 21, 2022

Chapter B-8, Mortgage Insurance

Introduction

This chapter describes requirements relating to mortgage insurance.

Section B-8.1, Conventional Mortgage Insurance Requirements

B-8.1-01, Conventional Mortgage Insurance Servicer Responsibilities (11/17/2021)

The following table outlines the servicer's responsibilities for maintaining MI coverage.

✓	**The servicer must...**
	Obtain MI from companies Fannie Mae deems qualified mortgage insurers, as listed in *Approved Mortgage Insurers and Related Identifiers*.
	Ensure the MI coverage Fannie Mae requires when it purchases or securitizes a mortgage loan remains in effect for as long as required by Fannie Mae.
	Consult with MI providers for specific processes related to obtaining approvals, reporting, and other operational matters in connection with a workout option, if applicable.
	Pay all renewal premiums promptly. See *Reimbursement for Mortgage Insurance Premium Expenses* in F-1-05, Expense Reimbursement.
	Comply with all requirements under the Homeowners Protection Act of 1998 or other applicable law.
	Provide mortgage insurers instructions that • authorize the release of data to Fannie Mae on mortgage loans it services on behalf of Fannie Mae now or in the future, that are insured under mortgage insurance master policies, and • instruct each mortgage insurer to provide to Fannie Mae any information, data, and materials requested by Fannie Mae. The servicer must follow the procedures in *Instructing Mortgage Insurers to Release Data* in F-1-02, Escrow, Taxes, Assessments, and Insurance for details on Fannie Mae's requirements.

✓	The servicer must...
	Maintain the borrower-purchased conventional MI, which was in effect when Fannie Mae acquired the mortgage loan, unless the conditions Fannie Mae imposes for replacing or cancelling the coverage are met. See B-8.1-03, Replacing Conventional Mortgage Insurance Policies and B-8.1-04, Termination of Conventional Mortgage Insurance for additional information. Lender-purchased MI for conventional mortgage loans must be kept in effect until the mortgage loan is paid in full.
	Report rescissions, mortgage insurer-initiated cancellations, and claim denials to Fannie Mae no more than 30 days from the date of notification of the MI company's determination to effect a rescission, mortgage insurer-initiated cancellation, or claim denial. The servicer must follow the procedures in *Notifying Fannie Mae of Mortgage Insurance Rescissions, Claim Denials, or Cancellations* in F-1-02, Escrow, Taxes, Assessments, and Insurance for details on Fannie Mae's requirements.

Without Fannie Mae's prior written approval, the servicer must not enter into any agreement that

- modifies the terms of an approved MI master primary policy on mortgage loans delivered to Fannie Mae, or
- allows for loss sharing, indemnification, settlement, or similar agreements of any kind between the servicer and MI company that affect Fannie Mae's interest in its mortgage loans.

Recent Related Announcements

The table below provides references to recently issued Announcements that are related to this topic.

Announcements	Issue Date
Announcement SVC-2021-08	November 17, 2021

B-8.1-02, Paying Conventional Mortgage Insurance Premiums (05/20/2015)

For conventional mortgage loans with borrower-purchased MI, the servicer must pay the renewal premium either monthly or annually as required. See B-1-01, Administering an Escrow Account and Paying Expenses and

F-1-05, Expense Reimbursement for additional information.

Payment of the renewal premium for a lender-purchased MI policy is the servicer's corporate responsibility and must be paid from the servicer's own funds. The servicer must not deposit these funds in a Fannie Mae custodial account unless Fannie Mae authorizes the use of a custodial account for this purpose.

After a mortgage loan is modified, the servicer must not

- include a factor in the servicing fee for lender-purchased MI coverage paid through annual or monthly renewal premiums, or
- allow an excess servicing fee.

With the exception of a mortgage loan modified under the Fannie Mae HAMP modification program, the servicer has the option of funding the payment of renewal premiums from its own corporate funds or from the borrower's escrow account.

Recent Related Announcements

There are no recently issued Announcements related to this topic.

B-8.1-03, Replacing Conventional Mortgage Insurance Policies (11/12/2014)

The servicer must not replace existing MI policies with policies from a different mortgage insurer or with different policies from the same mortgage insurer, unless the circumstances of the borrower, the property, or the mortgage loan have changed in a way that warrants a change in the MI coverage. See *Approved Mortgage Insurers and Related Identifiers* for the list of acceptable conventional mortgage insurers and the associated MI codes. Fannie Mae will advise the servicer in the case where the servicer would otherwise seek to replace a MI policy where the existing mortgage insurer stops issuing renewal policies or when Fannie Mae removes an insurer from its list of approved mortgage insurers.

Recent Related Announcements

There are no recently issued Announcements related to this topic.

B-8.1-04, Termination of Conventional Mortgage Insurance (05/15/2019)

Introduction
This topic contains the following:

- Automatic Termination of Conventional Mortgage Insurance
- Borrower-Initiated Termination of Conventional Mortgage Insurance Based on Original Value of the Property
- Borrower-Initiated Termination of Conventional Mortgage Insurance Based on Current Value of the Property
- Verification of Acceptable Payment Record for Borrowers Impacted by a Disaster
- Terminating the Conventional Mortgage Insurance for a Modified Mortgage Loan
- Finalizing and Reporting the Mortgage Insurance Termination
- Performing an Escrow Analysis Upon Termination of Mortgage Insurance

Automatic Termination of Conventional Mortgage Insurance

The servicer must not charge the borrower a fee for processing an automatic termination.

The servicer must take the following steps to terminate the MI, as applicable:

1. Determine when the MI is due to automatically terminate.

The servicer's review must determine whether

- a mortgage loan is eligible for automatic termination of MI based on the scheduled termination date (or the mid-point of the amortization period, as applicable), and
- the borrower's payments are current on that date.

The following table describes the timing of the automatic termination.

If the mortgage loan closed...	Then the MI is eligible to be terminated...
on or after July 29, 1999 and is secured by a one-unit principal residence or second home	on the applicable termination date, provided the borrower's payments are current on the termination date. The applicable termination date is • the date the principal balance of the mortgage loan is first scheduled to reach 78% of the original value of the property, or • the first day of the month following the date the mid-point of the mortgage loan amortization period is reached, if the scheduled LTV ratio for the mortgage loan does not reach 78% before the mid-point.
before July 29, 1999, regardless of the property type; or on or after July 29, 1999 and is secured by a one- to four- unit investment property or a two- to four-unit principal residence	on the first day of the month after the date that is the mid-point of the original amortization period, provided the borrower's payments are current on that date.

> **Note:** The servicer must determine the original value of the property in accordance with applicable law.

2. Verify the borrower's payments are considered current.

The borrower's payments are considered current if the payment due in the month preceding the scheduled termination date, or the mid-point of the amortization period, as applicable, was paid by the end of the month in which the payment was due.

The following table describes the action the servicer must take depending upon the status of the borrower's payments.

If the borrower's payments are...	Then the servicer...
current and the mortgage loan is eligible for automatic termination based on its scheduled amortization	must terminate the MI immediately.
current and the mortgage loan is eligible for automatic termination based on the mid-point of the amortization period	must terminate the MI no later than the first day of the month following the mid-point date.

If the borrower's payments are...	Then the servicer...
not current	must not terminate the MI, even if the other eligibility criteria for automatic termination are met. The servicer must • notify the borrower within 30 days after the termination date the MI was not automatically terminated because the payments were not current, and • terminate the MI immediately if the borrower's payments are current at the time of a subsequent review.

Borrower-Initiated Termination of Conventional Mortgage Insurance Based on Original Value of the Property

The servicer must take the following steps to evaluate the borrower's written or verbal request for MI termination due to reduction in the UPB through the payment of scheduled monthly payments or an unscheduled principal curtailment:

1. Verify the LTV ratio of the mortgage loan meets Fannie Mae's eligibility criteria.

The following table describes the LTV ratio eligibility criteria.

If the mortgage loan is secured by...	Then the LTV ratio eligibility criterion is met...
• a one-unit principal residence or • second home	on the date the mortgage loan balance is first scheduled to reach 80% (or actually reaches 80%) of the original value of the property.
• a one- to four-unit investment property or • a two- to four-unit principal residence	on the date the outstanding principal balance of the mortgage loan reaches 70% of the original value of the property.

> **Note**: The servicer must determine the original value of the property in accordance with applicable law.

2. Verify the borrower has an acceptable payment record.

An acceptable payment record is achieved when the mortgage loan

- is current when the termination is requested, which means the mortgage loan payment for the month preceding the date of the termination request was paid;
- has no payment 30 or more days past due in the last 12 months; and
- has no payment 60 or more days past due in the last 24 months.

> **Note**: When assessing the payment history for a mortgage loan that has been outstanding for fewer than 24 months (or for a new borrower who assumed a mortgage loan within the last 23 months), the servicer must apply the acceptable payment record criterion to the length of time the mortgage loan has been outstanding (or that has elapsed since the new borrower assumed the mortgage loan).

The 12- and 24-month payment histories must be measured backward from the later of the date

- the balance is first scheduled to reach, or actually reaches, 80% of the original value of the property; or
- the borrower actually requests termination.

3. Verify the current value of the property is not less than its original value.

The servicer must obtain a property valuation from Fannie Mae's servicing solutions system to verify that the current value of the property is at least equal to the original value of the property and take the required actions based on the following table.

If...	Then the servicer must...
Fannie Mae's servicing solutions system renders a current property value and the value is at least equal to the original value of the property	terminate the MI and notify the borrower within 30 days of receiving the value.
Fannie Mae's servicing solutions system renders a current property value and the value is less than the original value of the property	deny the borrower’s request for termination unless the borrower • pays down the mortgage loan balance to the point that satisfies Fannie Mae's LTV ratio eligibility criterion, or • chooses to verify that the current value of the property is at least equal to the original value of the property by following the procedure in *Ordering Property Values for Mortgage Insurance Termination* in F-1-02, Escrow, Taxes, Assessments, and Insurance.

If...	Then the servicer must...
Fannie Mae's servicing solutions system does not render a property value	deny the borrower's request for termination unless the borrower chooses to verify that the current value of the property is at least equal to the original value of the property by following the procedure in *Ordering Property Values for Mortgage Insurance Termination* in F-1-02, Escrow, Taxes, Assessments, and Insurance.
The BPO or appraised value is at least equal to the original value of the property	terminate the MI and notify the borrower within 30 days of receiving the value.
The BPO or appraised value is less than the original value of the property	deny the borrower's request for termination unless the borrower pays down the mortgage loan balance to the point that it satisfies Fannie Mae's LTV ratio eligibility criterion.

Note: The AVM value in Fannie Mae's servicing solutions system will be updated after 120 days.

If the request for termination is denied, the servicer must

- notify the borrower and provide the grounds for denial, including the results of the AVM value, BPO, or appraisal used to make the determination, and
- send this notice within 30 days of the date the servicer received the AVM value, BPO, or appraisal, if applicable and in accordance with applicable law.

The servicer is authorized to identify a mortgage loan that is close to or has reached the LTV requirements for MI termination based on original value and notify the borrower of the actions required to terminate MI. The servicer must terminate MI based on original value of the property only after receiving a direct response from the borrower to do so.

Borrower-Initiated Termination of Conventional Mortgage Insurance Based on Current Value of the Property

The servicer must not solicit a borrower for MI termination based on current value of the property. The servicer must only terminate MI based on current value of the property in response to a borrower-initiated request for termination.

If the borrower’s written or verbal request for termination based on the current value includes the information necessary to reach a decision, the servicer must evaluate the request based on the following:

1. Verify the LTV ratio of the mortgage loan meets Fannie Mae’s eligibility criteria.

Satisfaction that the mortgage loan meets the applicable LTV ratio eligibility criterion must be evidenced by obtaining a property valuation based on an inspection of both the interior and exterior of the property from Fannie Mae's servicing solutions system by following the procedure in Ordering Property Values for Mortgage Insurance Termination in F-1-02, Escrow, Taxes, Assessments, and Insurance.

The following table describes the LTV ratio eligibility criteria.

If the mortgage loan is...	Then...
secured by a one-unit principal residence or second home	the LTV ratio must be • 75% or less, if the seasoning of the mortgage loan is between two and five years. • 80% or less, if the seasoning of the mortgage loan is greater than five years. If Fannie Mae's minimum two-year seasoning requirement is waived because the property improvements made by the borrower increased the property value, the LTV ratio must be 80% or less. **Note**: The borrower must provide details to the servicer on the property improvements made since the mortgage loan's origination. Improvements that increase value are typically renovations that substantially improve marketability and extend the useful life of the property (e.g. kitchen and bathroom renovations and/or the addition of square footage). Repairs that are made to keep the property maintained and fully functional are not considered improvements.
secured by a one- to four-unit investment property or a two- to four-unit principal residence	the LTV ratio must be 70% or less and the seasoning of the mortgage loan must be greater than two years.

2. Verify the borrower has an acceptable payment record.

An acceptable payment record is achieved when the mortgage loan

- is current when the termination is requested, which means the mortgage loan payment for the month preceding the date of the termination request was paid;
- has no payment 30 or more days past due in the last 12 months; and
- has no payment 60 or more days past due in the last 24 months.

> **Note:** When assessing the payment history for a mortgage loan and the borrower has made property improvements, the servicer must apply the acceptable payment record criterion to the length of time the mortgage loan has been outstanding.

If a mortgage loan has been assumed by a new borrower, the servicer must not agree to the termination unless the new borrower has a 24-month payment history for the mortgage loan.

The servicer must notify the borrower if the request for termination is denied and provide the reasons for denial, including the results of the BPO or appraisal. This notice must be sent within 30 days after the later of

- the date the servicer received the borrower's request for termination, or
- the date the servicer received the BPO or appraisal.

Verification of Acceptable Payment Record for Borrowers Impacted by a Disaster

When verifying an acceptable payment history for a borrower that was impacted by a disaster event in which the servicer provided either a forbearance plan, a repayment plan, or a Trial Period Plan, or disaster payment deferral and the borrower complied with the terms of such workout option, the servicer must not consider any payment that is 30 or more days past due in the last 12 months, or 60 or more days past due in the last 24 months that is attributable to the disaster event. This applies when reviewing the borrower's request for termination of conventional MI based on either original or current value of the property.

Terminating the Conventional Mortgage Insurance for a Modified Mortgage Loan

The MI termination eligibility criteria for a modified mortgage loan must be based on the terms and conditions of the modified mortgage loan, including the amortization schedule of the modified mortgage loan, and must comply with applicable law.

Finalizing and Reporting the Mortgage Insurance Termination

The servicer must automatically terminate the MI on the applicable termination date and must approve a borrower-initiated request for termination if the previously stated requirements for the applicable type of MI termination are met.

The servicer must not collect MIPs as part of the borrower's mortgage loan payment more than 30 days after the later of

- the date the servicer received the borrower's request for termination (or the scheduled termination date or the mid-point of the amortization period, as applicable, for an automatic termination), or
- the date all eligibility criteria for termination were satisfied.

The following table provides the requirements for finalizing and reporting the termination of the MI.

✓	The servicer must...
	Reduce the borrower's mortgage loan payment by the amount that was being collected to pay the MIP within the required time frame, unless the MIP was financed as part of the mortgage loan amount.
	Notify the borrower within 30 days after termination that the MI has been terminated and, if applicable, indicate no further escrow deposits for MI will be due from the borrower.
	Forward any unearned MIP refund to the borrower as soon as it is received from the mortgage insurer, but no later than 45 days after the MI termination date.
	Report the termination of MI to Fannie Mae with the next Fannie Mae investor reporting system reports it submits after the termination date. See *Reporting Discontinuance of Mortgage Insurance* in the Investor Reporting Manual for additional information.

Performing an Escrow Analysis Upon Termination of Mortgage Insurance

The following table outlines the actions the servicer must take depending on whether it performs a new escrow analysis at the time the MI is terminated.

If the servicer...	Then...
does not perform a new escrow analysis	the servicer must advise the borrower that escrow deposits accumulated to pay off the next MIP will be considered in the borrower's next escrow account analysis.
performs a new escrow analysis	the resulting change in the mortgage loan payment must not equal the amount previously escrowed for the MIP, should other escrow items need to be adjusted.

Recent Related Announcements

The table below provides references to recently issued Announcements that are related to this topic.

Announcements	Issue Date
Announcement SVC-2019-03	May 15, 2019

Section B-8.2, FHA Mortgage Insurance Requirements

B-8.2-01, FHA Mortgage Insurance Coverage Requirements (05/10/2017)

The servicer must maintain the FHA MI, which was in effect when Fannie Mae acquired the mortgage loan, unless the conditions Fannie Mae or FHA imposes for canceling the coverage are met. See B-8.2-03, Termination or Cancellation of FHA Mortgage Insurance and FHA Mortgage Insurance Premium for additional information.

When the servicer agrees to cancel the annual FHA MIP, it must reduce the borrower’s monthly mortgage loan payment by any monthly escrow deposit that was being collected to pay the MIP.

Without Fannie Mae's prior written approval, the servicer must not enter into any agreement which has the potential to modify MI loss claim settlements under the terms of the insurance contract.

See Requesting Fannie Mae Approval for Agreements with Government Insurers or Guarantors in F-1-06, Filing an MI Claim for a Liquidated Mortgage Loan or Acquired Property for additional information.

Recent Related Announcements

There are no recently issued Announcements related to this topic.

B-8.2-02, Conversion of FHA Coinsured Mortgage Loans to Full Insurance (11/12/2014)

If a current FHA coinsured mortgage loan is not automatically converted to full insurance when the 60th monthly payment is made, the servicer must contact its Fannie Mae Servicing Representative (see F-4-02, List of Contacts).

If the servicer cannot continue its coinsurance obligations because of its dissolution or bankruptcy, it must notify FHA and provide a list of all coinsured mortgage loans in its Fannie Mae portfolio. The servicer must send Fannie Mae the list of mortgage loans and a copy of FHA's acknowledgment that the mortgage loans will be converted to full insurance.

Recent Related Announcements

There are no recently issued Announcements related to this topic.

B-8.2-03, Termination or Cancellation of FHA Mortgage Insurance and FHA Mortgage Insurance Premium (11/12/2014)

The servicer must execute the termination or cancellation of FHA MIP payments in accordance with applicable FHA guidelines for

- automatic cancellation,
- borrower-initiated cancellation based on a partial prepayment, or
- borrower-initiated cancellation based on current value of the property.

Upon receipt of a borrower's written request to cancel the FHA MIP based on the current value of the property, the servicer must evaluate the request in accordance with Fannie Mae's provisions to terminate conventional MI based on the current value of the property, as described in *Borrower-Initiated Termination of Conventional Mortgage Insurance Based on Current Value of the Property* in B-8.1-04, Termination of Conventional Mortgage Insurance.

The servicer must not cancel FHA MI for any FHA-insured mortgage loan in an MBS or other Fannie Mae-issued mortgage security pool.

The following table outlines the servicer's responsibilities if the criteria for canceling FHA MIP are satisfied.

✓	**The servicer must...**
	Notify FHA to cancel the FHA MIP.

✓	**The servicer must...**
	Notify Fannie Mae of the cancellation in accordance with *Reporting Discontinuance of Mortgage Insurance* in the Investor Reporting Manual for detailed reporting requirements.
	Retain supporting documentation in the mortgage loan servicing file.

Recent Related Announcements

There are no recently issued Announcements related to this topic.

Part C, Mortgage Loan Payment Processing, Remitting, Accounting, and Reporting

Introduction

This part contains information on mortgage loan payment processing, remitting, accounting and reporting.

Published April 9, 2025

Chapter C-1, Processing Mortgage Loan Payments

Introduction

This chapter contains information on processing mortgage loan payments.

Section C-1.1, Processing Scheduled Mortgage Loan Payments

C-1.1-01, Servicer Responsibilities for Processing Mortgage Loan Payments (04/12/2023)

The following table outlines the servicer's responsibilities for processing payments for any mortgage loan that Fannie Mae owns or securitizes.

✓	**The servicer must...**
	Notify the borrower of upcoming payment changes in accordance with the mortgage loan documents, applicable law, or as specifically required by this *Servicing Guide.*
	Apply scheduled payments, including late charges (if applicable), in the order specified in the security instrument. **Note:** When multiple payments are received, each payment must be applied separately.
	Ensure payments for all mortgage loans are credited upon receipt and that each portion of the payment is accounted for in its records.
	Apply all funds as intended by the borrower, when applicable. **Note:** Funds intended by the borrower for first lien mortgage loans must not be reallocated as payment towards any subordinate lien.

✓	The servicer must...
	Deposit all funds into a custodial account in a financial institution that meets Fannie Mae's rating requirements for custodial depositories (or within its own institution if it qualifies) within 24 hours of receipt. When the servicer uses a lockbox agent to collect mortgage payments, the payments must be deposited into the collection clearing account no later than the 1st business day after they are received by the lockbox agent. This means that the funds must be deposited into the applicable custodial account no later than the 2nd business day after the servicer's lockbox agent receives them.
	Follow any specific requirements of FHA, HUD, or VA, when applicable.
	Follow any specific requirements of the SCRA, when applicable. The servicer must follow the procedures in F-1-19, Processing a Military Indulgence.

For all mortgage loan modifications with a step interest rate adjustment, the servicer must send the borrower a notification of the mortgage loan interest rate adjustment. All payment change notifications for mortgage loan modifications with a step interest rate adjustment must include the information shown in the following table.

✓	Notice Requirements
	The amount and effective date of the interest rate increase.
	The amount and due date of the borrower's new monthly payment.
	An explanation pursuant to the terms of the modification agreement, that at the end of the initial fixed-rate term, the interest rate will increase according to the schedule in the modification agreement until it reaches the interest rate cap. Furthermore, the explanation should, as applicable, include statements regarding the following: • how the interest rate cap was set; and • notification that once the interest rate reaches the interest rate cap, it will be fixed for the remaining life of the mortgage loan.
	A payment schedule table, similar to the one included in the modification agreement, that outlines the future interest rates and monthly payment amounts (identifying P&I, and estimated escrows) and the effective dates for such amounts, or the servicer may explain these terms, dates, and amounts.

✓	Notice Requirements
	An explanation that the monthly payment includes an escrow for property taxes, applicable property insurance, and the other escrowed expenses, which, if changed, will change the monthly payment.
	An explanation of how the new monthly payment was determined.
	Servicer contact information and instructions to the borrower to contact the servicer if the borrower has questions or concerns about the new monthly payment.
	The Homeowner's HOPE™ Hotline Number (1–888–995–HOPE).
	An explanation that the borrower can seek assistance with household budgeting at no charge from HUD-approved housing counseling agencies that can be found on HUD.gov.
	Information regarding the availability of additional educational resources on Fannie Mae's consumer website.

The servicer must send notifications for all mortgage loans with step interest rate adjustments in compliance with the timing requirements provided in the following table.

Type of Interest Rate Adjustment	Days Prior to Change	At a minimum, the servicer must send...
Mortgage Loan Modification Initial Step Interest Rate Adjustment	150 to 90	the first written notification detailing the pending change.
	75 to 60	the second written notification detailing the pending change.
Mortgage Loan Modification Subsequent Year Step Interest Rate Adjustments	120 to 60	notification detailing the pending change.

The servicer must follow the procedures in *Applying a Mortgage Loan Payment in F-1-09, Processing Mortgage Loan Payments and Payoffs* for specific instructions related to this topic.

Recent Related Announcements

The table below provides references to recently issued Announcements that are related to this topic.

Announcements	Issue Date
Announcement SVC-2023-02	April 12, 2023

C-1.1-02, Processing Payment Shortages or Funds Received When a Mortgage Loan Modification Is Pending (12/11/2019)

Introduction
This topic contains the following:

- Processing and Applying Payments Using Buydown Funds
- Processing and Applying Payment Shortages
- Processing Funds Received When a Mortgage Loan Modification Is Pending

Processing and Applying Payments Using Buydown Funds

The servicer must send notification detailing the pending rate increase to the borrower 90 days prior to the payment change. As long as a mortgage loan is under an interest rate buydown plan, the servicer must treat the portion of the payment received from the borrower in accordance with the plan as a full installment.

Processing and Applying Payment Shortages

The servicer must accept and apply any borrower payment that includes the full amount for

- principal,
- interest,
- taxes, and
- insurance.

The servicer must accept and apply these funds even though the amount excludes any applicable late charges, if permitted by applicable law and to the extent that acceptance would not jeopardize the servicer's position in legal proceedings, such as foreclosure.

If the interest rate of a mortgage loan has been reduced in accordance with D2-3.4-01, Military Indulgence, the servicer must waive the collection of late charges during the period for which the reduced interest rate remains in effect. Also, see *D2-3, Fannie Mae's Home Retention and Liquidation Workout Options* for requirements related to waiving late charges for specific workout options.

For an escrowed first lien mortgage loan with an instrument dated March 1999 or later, if the borrower's payment is deficient by $50 or less, the servicer is authorized to

- apply the payment by reducing the amount credited to the escrow account,
- apply the partial payment as "unapplied funds" in a T&I custodial account, or
- return the partial payment to the borrower.

> **Note:** The servicer must only accept a partial payment that is deficient by $50 or less for up to three monthly mortgage loan payments during a 12-month period.

With the exception of those partial payments applied as noted above, the servicer of a first lien mortgage loan - and second lien mortgage loan, provided the first lien mortgage loan is current - must accept a partial payment and hold it as "unapplied funds" in a T&I custodial account if all of the requirements in the following table are met. Otherwise, the servicer is authorized to return the partial payment to the borrower.

✓	**The servicer must accept a partial payment as unapplied funds if all of the following conditions are met...**
	The borrower has a commitment toward repayment of the mortgage loan obligation.
	The borrower is not habitually delinquent.
	The borrower does not have a history of remitting checks that are returned for insufficient funds.
	The borrower commits to paying the balance of the payment within the next 30 days.

Processing Funds Received When a Mortgage Loan Modification Is Pending

During any Trial Period Plan, and if permitted by the applicable loan documents, the servicer must accept and hold (as unapplied funds in a custodial account) trial period payments received which do not constitute a full monthly contractual payment. When the total of the reduced payments held as unapplied funds is equal to a full PITI payment, the servicer must apply all full payments to the mortgage loan.

Any unapplied funds remaining at the end of the Trial Period Plan which do not constitute a monthly, contractual PITI payment must be applied to reduce any amounts that would otherwise be capitalized onto the principal balance.

Recent Related Announcements

The table below provides references to recently issued Announcements that are related to this topic.

Announcements	Issue Date
Announcement SVC-2019-08	December 11, 2019

C-1.1-03, Automatically Drafting Payments from the Borrower's Bank Account (11/12/2014)

When automatically drafting a mortgage loan payment from a borrower's designated bank account, the servicer must draft each payment no later than the date the servicer would accept a mortgage loan payment by other payment methods without penalty.

Recent Related Announcements

There are no recently issued Announcements related to this topic.

C-1.1-04, Accepting Biweekly Payments from Third-Party Payment Contractors (11/12/2014)

If a borrower arranges with a third party to make biweekly payments, the servicer must accept payments made on time and in a sufficient amount.

Recent Related Announcements

There are no recently issued Announcements related to this topic.

Section C-1.2, Processing Unscheduled Mortgage Loan Payments

C-1.2-01, Processing Additional Principal Payments (11/13/2024)

Introduction
This topic contains the following:

- Processing Additional Principal Payments for Current Mortgage Loans
- Processing Additional Principal Payments for Delinquent Mortgage Loans
- Reapplying Principal Payments to Cure a Delinquency
- Processing Additional Principal Payments at Fannie Mae's Request
- Processing a Re-Amortization After Application of Additional Principal Payments

Processing Additional Principal Payments for Current Mortgage Loans

The servicer must immediately accept and apply an additional principal payment (referred to as a principal curtailment) identified by the borrower as such for a current mortgage loan.

The servicer must follow the procedures in *Processing a Principal Curtailment* in F-1-09, Processing Mortgage Loan Payments and Payoffs for detailed instructions related to applying a principal curtailment for a current mortgage loan.

For additional contractual information as it pertains to principal curtailments, see Fannie Mae's *Selling Guide* Topic B2–1.5–05: Principal Curtailments.

Mortgage Loans Subject to a Payment Deferral or a Modification: The following table outlines how the servicer must apply a principal curtailment on a mortgage loan subject to a payment deferral or a modification.

If the principal curtailment being applied...	Then the servicer must apply such principal curtailment...
is less than the interest-bearing UPB	to the interest-bearing UPB.
is greater than or equal to the interest-bearing UPB	in the following order: 1. to the non-interest bearing balance, if any; and 2. to the interest-bearing UPB.

Processing Additional Principal Payments for Delinquent Mortgage Loans

In the case of a delinquent mortgage loan, any additional principal payments identified as such must first be applied toward curing the delinquency. If there are any remaining funds, the servicer must then apply them in accordance with *Processing Additional Principal Payments for Current Mortgage Loans.*

Reapplying Principal Payments to Cure a Delinquency

Upon a borrower's written or verbal request, the servicer is authorized to reapply principal prepayments to cure a delinquency if the request meets the conditions in the following table.

✓	**Conditions that must be met to reapply principal prepayments to cure a delinquency**
	The mortgage loan is either • a portfolio mortgage loan; or • a participation pool mortgage loan (which is not a mortgage loan that has been pooled to back an MBS issue, including PFP mortgage loans).
	The reapplication of the principal prepayment does not result in the mortgage loan balance being higher than it would have been had the original amortization schedule for the mortgage loan been followed.
	The borrower has not previously received mortgage assistance funds from a mortgage assistance fund program provider. See D2-3.1-05, Interacting with Mortgage Assistance Fund Program Providers for additional information.
	The borrower agrees to submit any additional funds that are needed to supplement the prepayment so that the total delinquency can be cured. **Note**: If the borrower cannot raise the additional funds, the servicer is authorized to combine the reapplication of a principal prepayment with a workout option. See D2-3, Fannie Mae's Home Retention and Liquidation Workout Options for additional information.

Processing Additional Principal Payments at Fannie Mae's Request

Upon receipt of Fannie Mae's request to reduce the UPB of a mortgage loan for a partial release of security, a condemnation award, or insurance proceeds sent to the servicer, the servicer must process the funds as an additional principal payment.

Processing a Re-Amortization After Application of Additional Principal Payments

The following table lists the servicer's responsibilities when the borrower requests that the mortgage loan be re-amortized to reduce the contractual monthly mortgage loan payment after a substantial principal curtailment.

✓	**The servicer must…**

	complete an *Agreement for Modification, Re-Amortization, or Extension of a Mortgage (Form 181)*. In completing *Form 181*, the servicer must • only revise as authorized in its instructions; • provide the borrower and the document custodian the completed *Form 181*; • determine, in compliance with applicable law, if the borrower is required to execute *Form 181* to ensure the mortgage loan maintains its first lien position and is fully enforceable; and • send a copy of *Form 181* to Fannie Mae's eVault via MERS eDelivery for eMortgages.
	report the payment change as described in *Reporting a Transaction Type 83 (Payment/Rate Change Record)* in the *Investor Reporting Manual*.
	not consider a mortgage loan re-amortization to be a mortgage loan modification for the purpose of determining eligibility for a subsequent mortgage loan modification in accordance with this Guide.

Recent Related Announcements

The table below provides references to recently issued Announcements that are related to this topic.

Announcements	Issue Date
Announcement SVC-2024-06	November 13, 2024
Announcement SVC-2023-05	October 11, 2023
Announcement SVC-2021-04	July 14, 2021
Announcement SVC-2020-04	September 9, 2020

C-1.2-02, Processing Short Sale Proceeds (11/12/2014)

The servicer must follow the procedures in *Remitting Short Sale Proceeds* in F-1-20, Remitting and Accounting to Fannie Mae to ensure that the short sale proceeds are remitted timely and accurately.

Recent Related Announcements

There are no recently issued Announcements related to this topic.

C-1.2-03, Processing Payments in Full (11/12/2014)

Introduction
This topic contains the following:

- Overview
- Applying Funds Remaining in an Interest Rate Buydown Plan Account
- Collecting and Accounting for HomeSaver Advance Notes

Overview

The servicer must provide payoff statements to the borrower or their agent, when requested. The servicer must also collect and remit sufficient funds to Fannie Mae to satisfy the debt and ensure the proper accounting and reporting of the mortgage loan payoff, once received.

The servicer must follow the procedures in *Satisfying the Mortgage Loan and Releasing the Lien* in F-1-09, Processing Mortgage Loan Payments and Payoffs for additional instructions related to payoff processing.

Applying Funds Remaining in an Interest Rate Buydown Plan Account

The servicer must apply any funds remaining after payoff in an interest rate buydown plan account in accordance with the applicable mortgage loan agreement. If the servicer is holding the remaining buydown funds, it must include them with its remittance of the payoff proceeds. The servicer must follow the procedures in *Applying Funds Remaining After Payoff in an Interest Rate Buydown Account* in F-1-09, Processing Mortgage Loan Payments and Payoffs for specific instructions for applying buydown funds after payoff of the mortgage loan.

Collecting and Accounting for HomeSaver Advance Notes

The servicer must be able to identify whether the borrower on a first lien mortgage loan currently has an HSA note, and reference it in any payoff statement it issues for the first lien mortgage loan.

In the event of a sale or transfer of the property, this reference must remind the borrower that the HSA note is due and payable in full.

In the event of a refinance, this reference must clearly

- remind the borrower that the HSA note must continue to be paid, and
- state that payoff of the HSA note is not required to release the first lien mortgage loan.

If the borrower or servicer of the first lien mortgage loan needs information related to an HSA note (such as where to send a payment), the servicer may send a request for information to Fannie Mae's SF CPM division (see F-4-02, List of Contacts). The servicer must be able to promptly redirect any HSA note payments received

to the party designated by Fannie Mae.

Recent Related Announcements

There are no recently issued Announcements related to this topic.

C-1.2-04, Satisfying the Mortgage Loan and Releasing the Lien (05/15/2019)

Introduction
Once payoff funds are received, the servicer must take all actions necessary to satisfy a mortgage loan, including recording a release of lien in the real property records, in a timely manner.

In addition, the servicer must determine and execute the appropriate satisfaction documents for the payoff of an electronic mortgage loan, based on the requirements of the state in which the security property is located.

For specific instructions, the servicer must follow the procedure Satisfying the Mortgage Loan and Releasing the Lien in F-1-09, Processing Mortgage Loan Payments and Payoffs. The servicer may request reimbursement of recording fees that cannot be legally charged to the borrower in accordance with Reimbursement for Recording Costs Associated with a Mortgage Loan Satisfaction or Charge-Off in F-1-05, Expense Reimbursement.

This topic contains the following:

- Satisfying the Mortgage Loan When Fannie Mae Is the Mortgagee of Record
- Satisfying the Mortgage Loan When Fannie Mae Is Not the Mortgagee of Record

Satisfying the Mortgage Loan When Fannie Mae Is the Mortgagee of Record

The servicer that does not have a LPOA (or that has a power of attorney that does not cover release and satisfaction documents) must send any required release or satisfaction documents to Fannie Mae for execution, whether or not Fannie Mae is holding the custody documents.

Satisfying the Mortgage Loan When Fannie Mae Is Not the Mortgagee of Record

If Fannie Mae is not the mortgagee of record for a mortgage loan, the servicer must execute any required satisfaction documents in its own name (or in MERS' name, if applicable for a MERS-registered mortgage loan).

Recent Related Announcements

The table below provides references to recently issued Announcements that are related to this topic.

Announcements	Issue Date
Announcement SVC-2019-03	May 15, 2019

C-1.2-05, Charging for a Release of Lien (05/15/2019)

The servicer must not charge the borrower a fee for releasing, reconveying, or discharging Fannie Mae's lien against the property, unless all of the conditions listed in the following table apply.

✓	Conditions under which a release of lien fee may be charged
	The fee is paid to a third party for services rendered. For example, fees paid to a recorder of deeds, a notary public, or a trustee under a deed of trust (even if the trustee is the servicer's affiliate or subsidiary).
	Such fees are not prohibited by applicable law, the terms of the note or security instrument, or the mortgage insurer or guarantor.
	The amount of the fee is consistent with other fees permitted by the mortgage insurer or guarantor, if applicable.
	The release of lien is not related to a charge-off (see D1-1-02, Evaluating a First Lien Mortgage Loan for Charge-Off and Release of Lien).

The servicer must follow the procedures in *Reimbursement for Recording Costs Associated with a Mortgage Loan Satisfaction or Charge-Off* in F-1-05, Expense Reimbursement in order to seek reimbursement from Fannie Mae.

Recent Related Announcements

The table below provides references to recently issued Announcements that are related to this topic.

Announcements	Issue Date
Announcement SVC-2019-03	May 15, 2019

Chapter C-2, Servicing ARM Loans

Introduction

This chapter describes servicing of ARM loans.

Section C-2.1, Processing ARM Loan Payments

C-2.1-01, Responsibilities for ARM Loan Servicing (11/12/2014)

The following table provides a list of the servicer's responsibilities related to servicing ARM loans.

✓	**The servicer must...**
	Enforce each ARM loan according to the terms specifically described in its mortgage loan instrument. These may be modified or supplemented by any additional terms specified in a negotiated contract issued in connection with Fannie Mae's purchase or securitization of the mortgage loan.
	Use its own funds to satisfy any shortage resulting from untimely interest rate or payment adjustments.
	Reimburse Fannie Mae if the servicer makes an error that causes the amount of negative amortization to exceed the maximum allowed and Fannie Mae is adversely affected by this breach of the mortgage loan terms.

Recent Related Announcements

There are no recently issued Announcements related to this topic.

C-2.1-02, Notifying the Borrower Regarding Interest Rate and/or Payment Changes (11/12/2014)

Introduction
This topic contains the following:

- General Requirements for All ARM Change Notices
- Additional Notice Requirements Specific to Plans with Payment Caps
- When the Interest Rate Changes More Frequently Than the Payment
- When the Payment Changes More Frequently Than the Interest Rate

General Requirements for All ARM Change Notices

The servicer of an ARM loan must notify the borrower before the effective date of any change to the mortgage loan interest rate or monthly payment in accordance with applicable law and the mortgage loan security instrument. When the interest rate and the monthly payment change at different intervals, separate notices are required for each change.

All ARM notices must comply with the disclosure requirements set forth in the TILA and the individual mortgage loan documents.

Additional Notice Requirements Specific to Plans with Payment Caps

In addition to the information noted in *General Requirements for All ARM Change Notices,* notices for ARM plans that have payment change limitations must also include all of the information listed in the following table.

✓	**Notice Requirements**
	The monthly payment required to fully amortize the mortgage loan, if different from the new monthly payment amount.
	The difference between a full payment amount and a limited-payment amount.
	The borrower’s option to choose the limited-payment amount, and if applicable: • any limitations on their right to exercise this option, • the effect that their failure to exercise this option will have on future options, and • the amount of negative amortization that will occur if the option is exercised.

✓	Notice Requirements
	The date by which the borrower must notify the servicer if they choose to pay the limited-payment amount.

Note: Notices for mortgage loans that have an option to convert to a fixed rate mortgage loan must also include an explanation of this option and the requirements for its execution.

When the Interest Rate Changes More Frequently Than the Payment

The following table provides a list of additional information that must be included in the notice for an interest rate change for ARM plans in which the interest rate changes more frequently than the payment.

✓	Notice Requirements
	The method used to determine the full payment amount and why the monthly payment will not be changed to that amount (if applicable).
	The amount of any negative amortization that will occur until the next interest change date when the monthly payment is not being changed to keep pace with the mortgage loan interest rate.

If the servicer gives the borrower an option of limiting the payment increase, the notice must also include all of the details listed in the following table.

✓	Notice of the option to limit the payment increase
	An explanation of why the offer is being made.
	The method used to determine the limited payment amount.
	The amount of negative amortization that will occur if the borrower chooses to limit the payment increase.
	The limited payment amount and the date on which it will become effective.
	The date by which the borrower must notify the servicer if they choose to pay the limited payment amount.

✓	Notice of the option to limit the payment increase
	A request that the borrower indicate their acceptance of the offer by signing and returning the notice to the servicer for inclusion in its permanent records.
	The date the next payment change will occur if the borrower chooses the limited payment amount.

When the Payment Changes More Frequently Than the Interest Rate

The following table provides a list of additional information that must be included in the notice for a payment change when the monthly payment changes more frequently than the interest rate.

✓	Notice Requirements
	The amount of any negative amortization that will occur (when the monthly payment is not sufficient to fully amortize the mortgage loan), until the next payment change date.
	The date the monthly payment will change if the negative amortization limit will be reached before the next scheduled payment change.

When the notice also serves as notification of an interest rate change, it must also explain the additional details noted in the following table.

✓	Notice of interest rate change
	The difference between a full payment amount and a graduated-payment amount.
	The borrower’s option to choose the graduated-payment amount if the full payment amount represents more than a 7.5% increase over the previous monthly payment amount.
	The amount of negative amortization that will occur if the borrower requests a subsequent graduated-payment period.

> **Note**: Notices for mortgage loans that have an option to convert to a fixed rate mortgage loan must also include an explanation of this option and the requirements for its execution.

Recent Related Announcements

There are no recently issued Announcements related to this topic.

Section C-2.2, Processing Corrections to Errors

C-2.2-01, Identifying and Disclosing Adjustment Errors (11/12/2014)

Introduction
This topic contains the following:

- Overview
- Re-Amortizing the Mortgage Loan
- Calculating the New, Correct Monthly Payments

Overview

The servicer must verify all previous interest rate and payment adjustments were correctly handled for a mortgage loan before it corrects an identified adjustment error.

When the servicer confirms either an individual ARM adjustment error, or the cumulative effect of several ARM adjustment errors, the servicer must make arrangements within 60 days to

- correct the error(s) in its and Fannie Mae's records,
- adjust the borrower's current interest rate and/or monthly payment without waiting for the next scheduled interest rate and/or monthly payment adjustment date (taking into consideration Fannie Mae's policy on the applicability of any interest rate or payment caps specified in the mortgage loan documents), and
- notify the borrower about the effect of the correction.

If the servicer is unable to resolve an ARM adjustment error within 20 days of having received a borrower inquiry concerning the matter, it must send the borrower an interim response.

The servicer must not report the correction of an ARM adjustment error or make an effort to correct an erroneous remittance until it has discussed the specifics of the correction with its Fannie Mae Investor Reporting Representative (see F-4-02, List of Contacts).

The servicer must follow all applicable procedures in *Correcting ARM Adjustment Errors* in F-1-01, Servicing ARM Loans.

Re-Amortizing the Mortgage Loan

Once the servicer verifies the correct interest rate or monthly payment for each adjustment date that has occurred, it must re-amortize the mortgage loan to determine whether the borrower has been overcharged or

undercharged.

The mortgage loan must be re-amortized from the date of the first erroneous adjustment through the date the LPI was applied.

The servicer must follow the procedures in *Re-amortizing the Mortgage Loan* in F-1-01, Servicing ARM Loans to complete the re-amortization.

Calculating the New, Correct Monthly Payments

The servicer must determine whether the borrower's monthly payment needs to be changed as a result of any ARM adjustment error. If the net effect of correcting an adjustment error is an undercharge, it cannot be collected from the borrower, nor can the UPB of the mortgage loan be changed to offset it.

The servicer must follow the procedures in Calculating the New Monthly Payment After an Adjustment Error and *Determining the Amount of an Under- or Overcharge Related to an Adjustment Error* in F-1-01, Servicing ARM Loans to calculate the correct monthly payment.

Recent Related Announcements

There are no recently issued Announcements related to this topic.

C-2.2-02, Assuming Responsibility for Conversion Notice Errors (11/12/2014)

If a borrower questions why the servicer did not provide notification of an upcoming opportunity to exercise a conversion to a fixed rate mortgage loan option and the borrower was entitled to such notification under Fannie Mae's policy, the servicer must immediately offer the borrower the option of converting, provided that the borrower met the eligibility criteria on the option date.

The servicer must follow the procedures in *Correcting Conversion Notice Errors* in F-1-01, Servicing ARM Loans to verify the correct interest rate.

Recent Related Announcements

There are no recently issued Announcements related to this topic.

C-2.2-03, Determining Whether to Provide a Refund or Credit for Overcharges (11/12/2014)

The servicer must credit the borrower's account for any net overcharge by reallocating the borrower's actual monthly payments between P&I, or by reducing the UPB of the mortgage loan when the overcharge is related to an incorrect interest rate only.

When the overcharge is related to an incorrect monthly payment, credits may be used instead of cash refunds when

- the servicer has advanced funds to cure an escrow overdraft,
- the mortgage loan is delinquent,
- the adjustment error is an interest rate change error only, or
- the adjustment error is a payment change error only.

The servicer must establish its own procedures to ensure compliance with all of Fannie Mae's policies regarding the correction of adjustment errors for all mortgage loans it services for Fannie Mae, regardless of whether they were originated under standard or negotiated ARM plans.

The servicer must follow the applicable procedures in either Refunding or Crediting Overcharges Resulting from an Incorrect Monthly Payment and an Incorrect Interest Rate, or *Refunding or Crediting Overcharges Resulting from an Incorrect Monthly Payment* in F-1-01, Servicing ARM Loans.

Recent Related Announcements

There are no recently issued Announcements related to this topic.

Section C-2.3, Processing ARM Loan Conversions

C-2.3-01, Processing ARM Conversions to Fixed Rate Mortgage Loans (05/15/2019)

Introduction
This topic contains the following:

- Overview
- Determining Eligibility Criteria for Converting a First Lien ARM to a Fixed Rate Mortgage Loan
- Completing the Conversion

Overview

This topic provides requirements for processing ARM loan conversions to fixed rate mortgage loans.

The servicer must also follow the procedures in F-1-01, Servicing ARM Loans in order to complete the conversion of an ARM loan to a fixed rate mortgage loan.

Determining Eligibility Criteria for Converting a First Lien ARM to a Fixed Rate Mortgage Loan

To be eligible for conversion to a fixed rate mortgage loan, the servicer must confirm that an ARM loan

- is current (or must be brought current by the conversion date),
- has an LTV ratio of 95% or less, and
- satisfies any other conditions specified under a negotiated contract.

If the mortgage loan has negatively amortized, the servicer must obtain a new appraisal to determine

- the current LTV of the property, and
- whether the borrower will have to pay any funds to reduce the UPB to the amount required to achieve an LTV ratio equal to 95% of the current value of the property.

Completing the Conversion

The following table provides a list of all items required before the servicer can complete the conversion of an ARM to a fixed rate mortgage loan.

✓	**The servicer must have...**
	Received any required appraisal report.
	Received from the borrower • any amount required to reduce the UPB, if applicable; • any other items as specified in a negotiated contract; and • a signed agreement acknowledging the changes to the mortgage note necessary to provide for the new fixed interest rate.

✓	The servicer must have...
	Sent a document custodian the original agreement, if Fannie Mae is holding the original note as a custody document.
	Performed any other actions as specified in the negotiated contract.

Recent Related Announcements

The table below provides references to recently issued Announcements that are related to this topic.

Announcements	Issue Date
Announcement SVC-2019-03	May 15, 2019

C-2.3-02, Notifying Fannie Mae of Conversions for Portfolio Mortgage Loans (11/12/2014)

The servicer must provide information about an ARM loan conversion when it submits its monthly investor reporting system reports to Fannie Mae. The servicer must report this information in compliance with the reporting time frames provided in the *Investor Reporting Manual*.

Fannie Mae may charge a compensatory fee to servicers who fail to report an ARM conversion in a timely manner. See also A1-4.2-01, Compensatory Fees Other Than Delays in the Liquidation Process.

Recent Related Announcements

There are no recently issued Announcements related to this topic.

C-2.3-03, Repurchasing Converted MBS Mortgage Loans and

Redelivering Them to Fannie Mae (11/12/2014)

If the borrower exercises the conversion option for an ARM that is in an MBS pool, the servicer must repurchase the mortgage loan from the pool in the month preceding the month the mortgage loan begins to accrue interest at the new fixed rate. The servicer must have received all executed conversion documents before it repurchases the mortgage loan.

After the servicer repurchases the converted mortgage loan from the MBS pool, it must determine whether it is able to redeliver the converted mortgage loan to Fannie Mae using the post-conversion disposition option specified at delivery.

The servicer must follow the procedures in *Repurchasing Converted MBS Mortgage Loans and Redelivering Them to Fannie Mae* in F-1-01, Servicing ARM Loans for detailed instructions.

Recent Related Announcements

There are no recently issued Announcements related to this topic.

Chapter C-3, Remitting and Accounting

Introduction

This chapter describes requirements related to remitting and accounting.

C-3-01, Responsibilities Related to Remitting P&I Funds to Fannie Mae (07/13/2022)

Introduction
This topic contains the following:

- Overview
- Remitting to Fannie Mae for Delinquent MBS Mortgage Loans
- Remitting to Fannie Mae for Delinquent Portfolio Mortgage Loans
- Remitting to Fannie Mae for Biweekly Payments
- Remitting to Fannie Mae for Mortgage Loans with Interest Rate Buydowns
- Processing Over-Remittances

Overview

The servicer must remit all funds that are due to Fannie Mae for that month under the schedule established for each remittance type and, if applicable, remittance cycle. Depending on the mortgage loan type and individual circumstances, required remittances may include, but are not limited to:

- Scheduled P&I or actual P&I payments collected;
- Guaranty fees and charges;
- Claim, sale or payoff proceeds;
- Special remittances; or
- Other fees and charges.

If the servicer does not remit funds due to Fannie Mae on or before the remittance due date, Fannie Mae may impose a compensatory fee.

The servicer must follow the procedures in F-1-20, Remitting and Accounting to Fannie Mae and Fannie Mae's *Investor Reporting Manual* for detailed instructions. See also A2-1-01, General Servicer Duties and Responsibilities for additional information on the servicer's remittance responsibilities, including for delinquent mortgage loans.

Remitting to Fannie Mae for Delinquent MBS Mortgage Loans

The servicer must remit P&I to Fannie Mae on scheduled/scheduled remittance type MBS mortgage loans regardless of whether it actually receives payments from the borrower. The following table further describes the servicer's remittance responsibilities, depending on the mortgage loan servicing option.

Servicing Option	**The servicer must remit P&I until the mortgage loan…**
Special servicing option mortgage loans	becomes four consecutive months delinquent. When the mortgage loan reaches that point, Fannie Mae will suspend drafting scheduled P&I amounts from the servicer's custodial account until the mortgage loan becomes current or a full contractual payment is made (see F-1-20, Remitting and Accounting to Fannie Mae for details on the Stop Delinquency Advance process).
Regular servicing option mortgage loans	is removed from Fannie Mae's active accounting records or the MBS pool.

Remitting to Fannie Mae for Delinquent Portfolio Mortgage Loans

The servicer must remit scheduled principal and/or interest to Fannie Mae for a delinquent portfolio mortgage loan in accordance with the table below, regardless of whether it actually receives payments from the borrower.

Mortgage Loan Type	The servicer must remit…
Special servicing option mortgage loans with a scheduled/scheduled remittance type	P&I until the mortgage loan becomes four consecutive months delinquent. When the mortgage loan reaches that point, Fannie Mae will suspend drafting scheduled P&I amounts from the servicer's custodial account until the mortgage loan becomes current or a full contractual payment is made (see F-1-20, Remitting and Accounting to Fannie Mae for details on the Stop Delinquency Advance process).
Regular servicing option mortgage loans with a scheduled/scheduled remittance type	P&I until it is removed from Fannie Mae's active accounting records.
Scheduled/actual remittance type mortgage loans (including participation pool mortgage loans)	scheduled interest only through the third month of delinquency, except for concurrent sales participation pool mortgage loans, which require that interest be advanced through the foreclosure sale date.

For remitting amounts collected for actual/actual mortgage loans, refer to F-1-20, Remitting and Accounting to Fannie Mae.

Remitting to Fannie Mae for Biweekly Payments

Actual/actual biweekly mortgage loan activity must be reported to Fannie Mae daily as received. For mortgage loans with a biweekly payment, the servicer must deposit the difference between the interest collected from the borrowers and the interest due on the loan into its designated draft account.

The servicer must remit funds to Fannie Mae for a mortgage loan with biweekly payments when

- a full installment of P&I has accumulated for a mortgage loan that has an actual/actual remittance type, or
- the biweekly payment is scheduled to be remitted (whether or not it was collected from the borrower) for a mortgage loan that has a scheduled/actual or scheduled/scheduled remittance type.

Remitting to Fannie Mae for Mortgage Loans with Interest Rate Buydowns

If the servicer holds the buydown funds, the servicer must remit to Fannie Mae the interest buydown funds along with the payment received from the borrower as a full contractual payment each month.

If Fannie Mae holds the buydown funds for a first lien mortgage loan that it purchased for its portfolio, Fannie Mae will automatically apply funds that it holds toward the interest due each month. Therefore, the servicer must adjust its individual mortgage loan records to reflect the application of Fannie Mae's portion of the payment.

The servicer must return any money it has held in association with an interest buydown to Fannie Mae, when either

- the buydown term ends, or
- the mortgage loan is liquidated, whichever occurs first.

Processing Over-Remittances

The servicer must exercise due diligence to ensure that it discovers over-remittances as soon as possible. Once the servicer discovers an over-remittance, it should promptly notify Fannie Mae by submitting a documented claim for a refund.

Recent Related Announcements

The table below provides references to recently issued Announcements that are related to this topic.

Announcements	Issue Date
Announcement SVC-2022-05	July 13, 2022
Announcement SVC-2020-03	July 15, 2020

C-3-02, Remitting Payoff Proceeds (11/12/2014)

The servicer must determine the appropriate schedule and the correct amount of funds due to Fannie Mae based on the mortgage loan's remittance type and remittance cycle.

The servicer must follow the applicable procedures in F-1-20, Remitting and Accounting to Fannie Mae.

Recent Related Announcements

There are no recently issued Announcements related to this topic.

Chapter C-4, Reporting

Introduction

This chapter describes requirements related to reporting.

Section C-4.1, Credit Bureau Reporting Requirements

C-4.1-01, Notifying Credit Repositories (07/15/2020)

The following table outlines the servicer's responsibilities related to credit bureau reporting for mortgage loans that Fannie Mae holds in its portfolio or in an MBS.

✓	**The servicer must...**
	Provide the status of each mortgage loan to each of the four major credit repositories as of the last day of each month. Statuses include, but are not limited to, the following: • new originations; • current mortgage loans; • delinquent mortgage loans, including 30–, 60–, 90+ day delinquencies, forbearances, repayment plans, Trial Period Plans, modifications; and • liquidated mortgage loans, including short sales, Mortgage Releases, foreclosures, law enforcement property seizures and forfeitures under applicable state or federal law, and charge offs.
	Verify the appropriate reporting instructions with each of the four major credit repositories.
	Comply with all applicable laws when reporting to the four major credit repositories.

The servicer must follow all procedures in *Reporting to Credit Repositories* in F-1-23, Reporting to Third Parties.

Recent Related Announcements

The table below provides references to recently issued Announcements that are related to this topic.

Announcements	Issue Date
Announcement SVC-2020-03	July 15, 2020

Section C-4.2, IRS Reporting Requirements

C-4.2-01, Filing IRS Forms (06/09/2021)

Introduction
This topic contains the following:

- Overview
- IRS Forms 1099-A and 1099-C
- Fannie Mae Exceptions to IRS Form 1099-C Reporting
- IRS Forms 1099-MISC and 1098

Overview

This topic provides information related to filing reports with the IRS. IRS Forms must be completed in accordance with the instructions of the IRS and the rules under the Internal Revenue Code.

If the IRS penalizes Fannie Mae because a servicer failed to file a required form - or filed an incorrect or late form - the servicer must reimburse Fannie Mae for any penalty fees the IRS assesses (unless it can document that it met the filing requirements).

The servicer must also follow all procedures in *Reporting to the IRS* in F-1-23, Reporting to Third Parties for specific instructions pertaining to this topic.

IRS Forms 1099-A and 1099-C

The IRS requires that information returns be filed when Fannie Mae (or a third party) acquires an interest in a property in full or partial satisfaction of the secured debt, or when Fannie Mae has reason to know that a property has been abandoned or upon cancellation of the borrower's mortgage loan debt. The servicer must file IRS Forms 1099-A and 1099-C in accordance with IRS requirements on Fannie Mae’s behalf for

- portfolio mortgage loans (including participation pool mortgage loans if Fannie Mae's percentage ownership is 50% or greater) that Fannie Mae holds in its portfolio, and
- MBS mortgage loans (including mortgage participations if the securitized portion of the whole mortgage loan is 50% or greater) that are not serviced under the regular servicing option.

The servicer must satisfy the reporting requirements for the "owner of record" (instead of on Fannie Mae's behalf) for

- participation pool mortgage loans held in Fannie Mae's portfolio if Fannie Mae's ownership interest is less than 50%,
- mortgage participations in MBS pools if the securitized portion of the whole mortgage loan is less than 50%, and
- most MBS mortgage loans serviced under the regular servicing option.

However, if the servicer did not perform its regular servicing obligation to purchase a delinquent MBS mortgage loan before the property was acquired, the servicer must file the information return on Fannie Mae's behalf.

For purposes of filing these reports:

- Fannie Mae (or the "owner of record") acquires an interest in the property when any redemption period that follows a foreclosure sale ends without redemption rights being exercised (or when Fannie Mae accepts a Mortgage Release);
- a third party — including the servicer of a first lien mortgage loan secured by a property that also has a subordinate lien, if the servicer bids an amount that is less than that required to satisfy both the first and second lien mortgage debts — acquires an interest in the property at the foreclosure sale; and
- abandonment occurs when the servicer has "reason to know" from "all facts and circumstances concerning the status of the property" that the borrower intended to discard or has permanently discarded the property from use.

The servicer will have an additional three months before its reporting obligation arises if it expects to begin foreclosure proceedings within the three months after it determines that abandonment has occurred.

When filing a form on Fannie Mae's behalf, the servicer must include certain information on the form as set forth in F-1-23, Reporting to Third Parties.

Fannie Mae Exceptions to IRS Form 1099-C Reporting

The servicer must not file an IRS Form 1099-C for mortgage loans that Fannie Mae has assigned (or will assign) to vendors for collection. Fannie Mae will provide a list of accounts to servicers via email for which they must not send the IRS Form 1099-C. Notification will take place no later than January 5th of the year following the calendar year in which the foreclosure sale occurs.

IRS Forms 1099-MISC and 1098

The servicer must file IRS Form 1098, Mortgage Interest Statement, when applicable for each mortgage loan

held in whole or in part by Fannie Mae using its own name and taxpayer identification number.

The servicer must not prepare or file IRS Form 1099-MISC, Miscellaneous Income, using Fannie Mae's name or taxpayer identification number. The servicer must consult with its tax advisor to review its reporting obligations with regard to the filing of IRS Form 1099-MISC.

Recent Related Announcements

The table below provides references to recently issued Announcements that are related to this topic.

Announcements	Issue Date
Announcement SVC-2021-03	June 09, 2021

Section C-4.3, Investor Reporting Requirements

C-4.3-01, Servicer Responsibilities Related to Investor Reporting (11/13/2024)

The following table outlines the servicer responsibilities related to reporting to Fannie Mae.

✓	The servicer must...	
	Use an automated format to report all loan-level transactions on its entire mortgage loan portfolio using Fannie Mae’s investor reporting system.	
	Ensure the transactions are reported in sufficient time for Fannie Mae to receive the notifications based on the following table.	
	If the transaction is...	**Then the servicer must report...**

✓	The servicer must...	
	a removal transaction (payoff, repurchase or foreclosure action)	• by 5 p.m. eastern time on the next business day if the servicer processes the transaction in its system. • by 8 p.m. eastern time on the next business day if the servicer does not process the transaction in its system on the first business day of the month. • corrections to reporting errors for removal transactions by 5 p.m. eastern time on the second business day of the month following the reporting period.
	not a removal transaction	• by 8 p.m. eastern time on the next business day after the servicer processes the transaction in its system. • by 8 p.m. eastern time on the 22nd calendar day of the month for all summary reporting mortgage loans, if no payment is received from the borrower. If the 22nd calendar day falls on a weekend or holiday, then the servicer must report the mortgage loan activity by 8 p.m. eastern time on the preceding business day. • corrections to reported activity, and any additional payment activity for the prior reporting period, by 8 p.m. eastern time on the next business day after the servicer processes the activity in its system but no later than 8 p.m. eastern time on the first business day of the month following the reporting period.
	Reconcile the investor reporting system reports it receives from Fannie Mae to its internal records and make available to Fannie Mae upon request.	
	Perform a thorough review and correct all transactional errors and data discrepancies, if applicable.	

The servicer must see Fannie Mae's *Investor Reporting Manual* for additional reporting instructions, an explanation of proper reporting codes, and for the correct use of formulas and calculations.

Recent Related Announcements

The table below provides references to recently issued Announcements that are related to this topic.

Announcements	Issue Date
Announcement SVC-2024-06	November 13, 2024

Part D, Providing Solutions to a Borrower

Introduction

This part contains information on providing solutions to borrowers.

Published April 9, 2025

Subpart D1, Assisting the Borrower with Property-Related Issues and Legal Actions

Introduction

This subpart contains information on assisting the borrower with property-related issues and legal actions.

Chapter D1-1, Requests for the Release of Property and/or Charge-Off of a Mortgage Loan

Introduction

This chapter contains information on requests for the release, of property and/or charge-off of a mortgage loan.

D1-1-01, Evaluating a Request for the Release, or Partial Release, of Property Securing a Mortgage Loan (07/12/2023)

Introduction
This topic contains the following:

- Overview
- Evaluating a Request for the Release of a Beneficial Easement or the Grant of a Burdensome Easement
- Evaluating a Request for the Lease of Oil, Gas, or Mineral Rights
- Evaluating a Request for the Partial Release of Real Property
- Evaluating a Request for the Addition of Land
- Evaluating a Request for the Partition of Real Property
- Evaluating a Request for the Substitution of Property Securing a Mortgage Loan
- Evaluating a Request for the Partial or Total Taking of Property Securing a Mortgage Loan by Condemnation or Eminent Domain
- Evaluating a Request to Lease Real Property for the Installation of a Semi-Permanent Structure
- Evaluating a Request for the Subdivision of Real Property

Overview

This topic provides information related to evaluating a request for the release, or partial release of property securing a mortgage loan. The evaluation requirements for each of the various types of requests are described in this topic.

To request a review for a release, or partial release, of property securing a mortgage loan, the borrower must submit an *Application for Release of Security* (Form 236) to the servicer. An application is considered complete when all required documentation and information, as outlined within this *Servicing Guide* and Form 236, has been obtained. When the servicer receives a complete application, the servicer must counsel the borrower to consider the costs and benefits of any action covered by this policy prior to evaluating the request. The servicer must then evaluate each request in accordance with this *Guide.*

If the complete application meets all the applicable requirements as outlined within this topic, then the servicer is authorized to approve the request. If upon the evaluation of the borrower's request the servicer determines that it does not meet all of the applicable requirements as outlined within this topic, but the servicer determines that extenuating circumstances exist, the servicer must submit the request to Fannie Mae for a non-delegated review. Additionally, with the exception of eminent domain actions that fall within the policies in this *Guide*, all requests related to Texas Section 50(a)(6) loans must be escalated to Fannie Mae for review and decisioning. To submit a request for a non-delegated review, the servicer must submit the complete application and all required documentation to Fannie Mae's SF CPM division (see F-4-02, List of Contacts). The servicer must also follow the processing requirements found in *Processing a Request for the Release of Property Securing a Mortgage Loan* in F-1-04, Evaluating a Request for the Release, or Partial Release, of Property Securing a Mortgage Loan.

Evaluating a Request for the Release of a Beneficial Easement or the Grant of a Burdensome Easement

When a borrower requests a release or grant of an easement, the servicer must ensure that the borrower submits a completed Application for Release of Security (Form 236). A complete application must include all information and documentation required per the form.

Request for the Release of a Beneficial Easement: The servicer must evaluate the request for the release of a beneficial easement to determine whether or not the release will adversely affect the value of the property securing a mortgage loan by considering the following:

- the convenience, access, or other benefits provided by the easement, which will be lost upon release, and
- the value of the property with the easement in place compared with the value of the property without the easement.

The servicer must assess the effect a release of the easement may have on the use or value of the property.

The following table describes the servicer's action based upon the impact to the property securing a mortgage loan.

If the servicer has determined that releasing a beneficial easement...	Then the servicer...
will not adversely affect the value of the property securing a mortgage loan or restrict the borrower's use of the property securing a mortgage loan	is authorized to approve the request to release the easement on Fannie Mae's behalf.

If the servicer has determined that releasing a beneficial easement...	Then the servicer...
will adversely affect the value of the property securing a mortgage loan, and the LTV based on the estimated property value after the easement is released is less than 60%	is authorized to approve the request to release the easement on Fannie Mae's behalf.
will adversely affect the value of the property securing a mortgage loan, and the LTV based on the estimated property value after the easement is released is greater than or equal to 60%	is authorized to approve the request to release the easement if the borrower agrees to reduce the mortgage loan balance by an amount sufficient to maintain the higher of • the LTV ratio immediately prior to releasing the easement, or • 60%.
expected to adversely affect the future use of marketability of the property securing a mortgage loan	must decline the request to release the easement.

Request for the Grant of a Burdensome Easement: The servicer must evaluate the request for the granting of a burdensome easement to determine the extent to which granting a burdensome easement adversely affects the use, value or future marketability of the property securing a mortgage loan, which depends on the following:

- the degree and quantity of rights that are released with the easement;
- the community's customs, attitudes, and prevalent practices regarding such easements;
- the value of the property without the easement in place compared with the value of the property with the easement in place; and
- the manner and extent of the use of the easement.

The servicer is authorized to approve any request for a customary public utility easement as long as

- A subsurface utility easement does not extend under the house or other improvements to the property.
- An above-surface utility easement for distribution purposes that runs along any of the property lines or easements for drainage purposes that run along the rear property line if the easements do not extend more than 12 feet from the property line, do not interfere with any of the improvements or use of the property, and do not present a health or safety hazard.

The servicer must evaluate requests for other types of easements based on the specific circumstance of the request, as described in the following table.

If the servicer has determined that granting a burdensome easement...	Then the servicer...
will not adversely affect the value of the property securing a mortgage loan	is authorized to approve the request to grant the easement on Fannie Mae's behalf.
will adversely affect the value of the property securing a mortgage loan, and the LTV based on the estimated property value with the easement in place is less than 60%	is authorized to approve the request to grant the easement on Fannie Mae's behalf.
will adversely affect the value of the property securing a mortgage loan, and the LTV based on the estimated property value without the easement in place is greater than or equal to 60%	is authorized to approve the request to release the easement if the borrower agrees to reduce the mortgage loan balance by an amount sufficient to maintain the higher of • the LTV ratio immediately prior to releasing the easement, or • 60%.
has potential long-term negative implications that could affect the value of the property securing a mortgage loan or impact Fannie Mae's ability to foreclose on the mortgage loan	must decline the request to grant the easement.

Any request to grant a burdensome easement on a limited basis (e.g., granting access to specific persons as opposed to all current and future owners of the property) must be denied.

If a request to grant a burdensome easement includes subordinating the mortgage lien to the easement, the servicer is authorized to agree on Fannie Mae's behalf to subordinate the mortgage lien to the easement if

- the easement is the type that is customary in the area and does not interfere with the property owner's use or enjoyment of the property, and
- any cash consideration is applied to the outstanding mortgage loan debt in accordance with the mortgage loan documents.

Evaluating a Request for the Lease of Oil, Gas, or Mineral Rights

When a borrower requests to lease oil, gas, or mineral rights to the property, the servicer must ensure that the borrower submits a completed Form 236. A complete application must include all information and documentation required per the form.

Before agreeing to a lease of oil, gas, or mineral rights, the servicer must consider the extent to which the

subject property and neighboring properties may be affected by the exercise of the rights covered in the lease. The servicer must take the following into consideration:

- The extent to which the rights granted by the lease infringe on the property owner's rights. For example, if the lease permits removal of deposits by directional exploration from an area outside of the property, there may be little or no adverse effect, depending on the location of the exploration area and the attitude of the community. On the other hand, if the lease allows for complete ingress and egress to explore any part of the property or to store or install equipment on it, the property may no longer have any real value as a residential property.
- Any hazards, nuisances, or damages that may result from the exercise of the rights granted by the lease. In mineral areas where subsidence from directional mining may be a problem, the potential extent of a hazard or nuisance can be determined by reviewing the past history of such operations in the locality and taking into consideration the property's subsurface soil structure and the extent and depth of the proposed mining. In oil-producing areas, hazards, nuisances, and damages can result from drilling operation, ingress and egress, storage, pipeline transportation, fire, explosion, or gusher wells. The effect of these potential hazards or nuisances on the value of the property would depend on their intensity and closeness and the community's attitude toward such hazards or nuisances. For example, in areas in which oil exploration is a major part of the economy, the risk may be considered acceptable, whereas it might be unacceptable in areas in which such exploration has a minor effect on the economy.

The servicer must determine whether the leasing of oil, gas or mineral rights meets the conditions in the following table.

✓	**Conditions required to approve a lease of oil, gas, or mineral rights**
	The mortgage loan must be current.
	The mortgage must have been originated greater than 12 months prior to the date of the request.
	The mortgage loan must not have been • greater than 30 days past due more than once in the most recent 12-month period, or • otherwise in default under the terms of the mortgage loan over the most recent 12-month period.
	Granting of oil, gas, or mineral leases is customary in the area.
	Exercise of the lease does not prevent its use for residential purposes or expose the residents to health or safety hazards.
	Any reduction in the value of the property as a result of the lease does not exceed the amount of any royalty payments received in exchange for the lease.

✓	Conditions required to approve a lease of oil, gas, or mineral rights
	Any drill site located on the property lies outside of a 500-foot radius from the exterior walls of the residential dwelling or any other structures associated with the collateral property, including but not limited to detached garages, storage sheds, or accessory dwelling units.

The servicer must evaluate requests for the leasing of oil, gas, and mineral rights based on the specific circumstances of the request, as described in the following table.

If the leasing of oil, gas, or mineral rights...	Then the servicer...
meets all of the conditions and the LTV based on the estimated property value with the lease, any applicable drill site and/or ingress and egress across the property in place is less than 60%	is authorized to approve the lease on Fannie Mae's behalf and waive Fannie Mae's interest in any royalties under the current terms of the lease.
meets all of the conditions and the LTV based on the estimated property value with the lease, any applicable drill site and/or ingress and egress across the property in place is greater than or equal to 60%	is authorized to approve the lease on the Fannie Mae's behalf if the borrower agrees to apply royalties to the mortgage loan balance by an amount sufficient to maintain the higher of • the LTV ratio immediately prior to the lease, or • 60%.
does not meet the conditions as outlined above	must deny the request.

Evaluating a Request for the Partial Release of Real Property

When a borrower requests a partial release of real property securing Fannie Mae's mortgage loan, the servicer must ensure that the borrower submits a completed Form 236. A complete application must include all information and documentation required per the form.

The servicer must determine whether the release of a portion of the real property meets the conditions in the following table.

✓	Conditions required to approve a partial release of security
	The mortgage loan must be current.
	The mortgage loan must have been originated greater than 12 months prior to the date of the request.

✓	Conditions required to approve a partial release of security
	The mortgage loan must not have been • greater than 30 days past due more than once in the most recent 12-month period, or • otherwise in default under the terms of the mortgage loan over the most recent 12-month period.
	The priority of Fannie Mae's mortgage lien must not be impacted.
	The release may not result in the property becoming inaccessible by public roads.

The servicer must evaluate requests to release a portion of the real property securing the mortgage loan based on the specific circumstance of the request, as described in the following table.

If the partial release of real property...	Then the servicer...
meets all of the conditions and the LTV based on the estimated property value after the release is less than 60%	is authorized to approve the release of real property on Fannie Mae's behalf.
meets all of the conditions and the LTV based on the estimated property value after the release is greater than or equal to 60%	is authorized to approve the release on Fannie Mae's behalf if the borrower agrees to reduce the mortgage loan balance by an amount sufficient to maintain the higher of • the LTV ratio immediately prior to granting the release, or • 60%.
does not meet any of the conditions.	must deny the request.

If the request to release a portion of the real property securing the mortgage loan includes a concurrent request to add land, the requirements for each request type must be met.

Evaluating a Request for the Addition of Land

When a borrower requests to add land to the real property securing the mortgage loan, the servicer must ensure that the borrower submits a complete Application for Release of Security (Form 236). A complete application must include all information and documentation required per the form.

The servicer must determine whether the request to add the land to the real property securing the mortgage loan meets the conditions in the following table.

✓	Conditions required to approve an addition of land
	The mortgage loan must be current.
	The mortgage loan must have been originated greater than 12 months prior to the date of the request.
	The mortgage loan must not have been • greater than 30 days past due more than once in the most recent 12-month period, or • otherwise in default under the terms of the mortgage loan over the most recent 12-month period.
	The priority of Fannie Mae's mortgage lien must not be impacted with the addition of land.
	The additional land parcel must be conveyed in its entirety and must have the same basic zoning requirements as the existing property (e.g., residential, agricultural).
	The entire property may contain only one dwelling unit. Limited additional non-residential structures located on the additional land are acceptable.
	The additional land must not contain any hazardous materials, dilapidated, or unsafe structures or other issues that may adversely affect the value or marketability of the combined property.
	Any structures present on the additional land must be compliant with local building codes.
	The additional land parcel and the existing property securing a mortgage loan must be adjoined. Parcels that otherwise would be adjoined, but are divided by a road, are acceptable if the parcel without a residence is a non-buildable lot (e.g., waterfront properties where the parcel without the dwelling provides access to the water but may not be built upon due to local building codes).

The servicer must evaluate requests to add land to the real property securing the mortgage loan based on the specific circumstances of the request, as described in the following table.

If the addition of land...	Then the servicer...
meets all of the conditions and the LTV based on the estimated property value after the addition is less than 60%	is authorized to approve the addition of real property on Fannie Mae's behalf.

If the addition of land...	Then the servicer...
meets all of the conditions and the LTV based on the estimated property value after the addition is greater than or equal to 60%	is authorized to approve the addition of real property on Fannie Mae's behalf if the borrower agrees to reduce the mortgage loan balance by an amount sufficient to maintain the higher of • the LTV ratio immediately prior to the addition of land, or • 60%.
does not meet any of the conditions	must deny the request.

If the request to add a portion of the real property securing the mortgage loan includes a concurrent request to release land, the requirements for each request type must be met.

Evaluating a Request for the Partition of Real Property

When a borrower requests a partition of the property, the servicer must ensure that the borrower submits a complete Application for Release of Security (Form 236). A complete application must include all information and documentation required per the form.

The servicer must evaluate requests to partition real property based on the specific circumstance of the request, as described in the following table.

✓	Conditions required to approve a partition of real property
	The mortgage loan must be current.
	The mortgage loan must have been originated greater than 12 months prior to the date of the request.
	The mortgage loan must not have been • greater than 30 days past due more than once in the most recent 12-month period, or • otherwise in default under the terms of the mortgage loan over the most recent 12-month period.
	The priority of Fannie Mae's mortgage lien must not be impacted.
	The partition of the property satisfies the subdivision laws of the county or jurisdiction, if applicable, and complies with all zoning requirements or codes.

✓	Conditions required to approve a partition of real property
	The primary dwelling must be located within the boundaries of a single parcel to be retained as encumbered under Fannie Mae's mortgage lien.

The servicer must evaluate requests to partition real property based on the specific circumstance of the request, as described in the following table.

If the partition of real property...	Then the servicer...
meets all of the conditions and the LTV based on the estimated property value after the partition is less than 60%	is authorized to approve the partition on Fannie Mae's behalf.
meets all of the conditions and the LTV based on the estimated property value after the partition is greater than or equal to 60%	is authorized to approve the partition on Fannie Mae's behalf if the borrower agrees to reduce the mortgage loan balance by an amount sufficient to maintain the higher of • the LTV ratio immediately prior to the partition, or • 60%.
does not meet any of the conditions	must deny the request.

If the request for the partition of real property includes a request to release a borrower from liability under the mortgage loan, the servicer is authorized to approve the request if the borrower who retains possession of the property securing a mortgage loan has the financial ability to make the mortgage loan payments. To evaluate a borrower's financial ability to make the mortgage payments the servicer should follow the procedures in F-1-28, Reviewing a Transfer of Ownership for Credit and Financial Capacity.

Evaluating a Request for the Substitution of Property Securing a Mortgage Loan

The servicer must submit all requests for the substitution of property securing a mortgage loan, along with its recommendation, to Fannie Mae's SF CPM division (see F-4-02, List of Contacts). Prior to submitting the request to Fannie Mae, the servicer must ensure that the substitution of property securing the mortgage loan satisfies the subdivision requirements of the applicable jurisdiction(s) and complies with all applicable zoning requirements and building codes. A complete application must include all information and documentation required per the form.

If Fannie Mae approves the substitution of property securing a mortgage loan, the servicer must take the actions described in the following table.

✓	**If Fannie Mae agrees to the substitution of property securing a mortgage loan, the servicer must...**
	Advise the borrower that they • are solely responsible for financing the costs of the relocation of the dwelling, or demolition of the dwelling and reconstruction of a replacement dwelling, unless Fannie Mae agrees to absorb some of the costs; • bear all risks of damage to the house or failure to complete the move; and • must obtain flood insurance coverage, if the new lot or location is in a Special Flood Hazard Area for which Fannie Mae requires flood insurance. See *Chapter B-3, Flood Insurance Requirements* for Fannie Mae's flood insurance requirements.
	Verify that all building code and zoning requirements are met in connection with the relocation of the existing dwelling or demolition and reconstruction of a replacement dwelling.
	Ensure that Fannie Mae's mortgage lien • remains a good and valid lien of the same priority during and after the move to a new lot, • is extended to cover the new lot before the move and is a good and valid lien of the same priority on the new lot, and • is released from the old lot after the move.
	Confirm completion of the planned relocation of the improvements to the new location or demolition and reconstruction of the dwelling.

Evaluating a Request for the Partial or Total Taking of Property Securing a Mortgage Loan by Condemnation or Eminent Domain

The servicer must do and pay for whatever is necessary to protect Fannie Mae's interest in the property securing the mortgage loan when there is a legal proceeding that may significantly impact Fannie Mae's interest. In the instance of eminent domain action, the servicer must also pursue any available legal remedies if it appears the compensation award offer does not accurately reflect the value of the property.

The servicer must follow the procedures in *Protecting Fannie Mae's Rights Regarding Taking of Property by Condemnation or Eminent Domain* in F-1-04, Evaluating a Request for the Release, or Partial Release, of Property Securing a Mortgage Loan to protect Fannie Mae's interest in the property and Fannie Mae's rights under the security instrument.

When a government takes eminent domain action against a property securing Fannie Mae's mortgage loan, the servicer must ensure that an Application for Release of Security (Form 236) is completed to adequately document the government action, and its impact to the property. A complete application must include all information and documentation required per the form.

The servicer must refer to the terms of the security instrument to determine how compensation awards are to be distributed in the event of either a partial taking or total taking of a property securing a mortgage loan.

However, the terms of the security instrument permit some flexibility in determining how the proceeds should be applied if the borrower has abandoned the property or does not acknowledge a specific offer to award compensation or settle a claim.

The servicer is authorized to agree to Form 236 related to a partial or full taking of the property if

- all required documentation has been received,
- the compensation award is sufficient to fully satisfy the mortgage debt, and
- the compensation award is determined to be an accurate representation of the property's value based on the servicer's assessment of the provided property valuation.

If the amount of the compensation award applied to the mortgage loan balance will not be sufficient to fully satisfy the mortgage debt, the servicer is authorized to agree for Form 236 if

- the provided valuation document indicates the current value of the property prior to the seizure, the value of the property to be seized, and the value of the remaining property;
- the provided valuation document was produced within six months of the date of the request;
- the compensation offer is determined to be an accurate representation of the property's value based on the servicer's assessment of the provided property valuation; and
- the LTV is less than or equal to the LTV ratio of the loan immediately prior to the eminent domain action.

If the value was not produced within six months of the date of the request, is determined to be inaccurate, or is missing one or more of the required values (current value of the property prior to the seizure, the value of the property to be seized, and the value of the remaining property) but all of the other conditions have been met, the servicer may evaluate the accuracy of the value or establish a value for the property for the purpose of assessing the compensation award by obtaining a value from one of the following sources:

- Fannie Mae's servicing solutions system;
- Freddie Mac's AVM;
- a third-party AVM; or
- the servicer's own internal AVM, provided that
    - the servicer is subject to supervision by a federal regulatory agency, and
    - other servicer's primary federal regulatory agency has reviewed the model.

If Fannie Mae's servicing solutions system, Freddie Mac's AVM, the third-party AVM, or the servicer's internal AVM does not render a reliable confidence score, or if the value provided by the government agency lies outside of a 10% threshold in comparison to the value provided by an approved valuation model, the servicer must submit the application to Fannie Mae for review.

If the servicer disagrees that the compensation award is an accurate representation of the property's value, the documentation provided is incomplete, or the provided value is missing one of more of the required values and cannot be confirmed via an alternative value, the servicer should contact Fannie Mae's SF CPM division (see F-4-02, List of Contacts) to determine the action Fannie Mae wants it to take.

If the borrower has abandoned the property or fails to respond within 30 days to the servicer's notification that

the government has offered to pay a compensation award or settle a claim for damages in connection with a condemnation or taking by eminent domain, the servicer may disburse the proceeds without contacting the borrower. Generally, the servicer must apply the proceeds to reduce the mortgage loan debt unless there is only a partial taking of the property securing a mortgage loan and foreclosure proceedings have been initiated. In such cases, the servicer must contact Fannie Mae's SF CPM division (see F-4-02, List of Contacts) to determine how to apply the proceeds, as Fannie Mae may prefer to use the proceeds to restore or repair the property.

Evaluating a Request to Lease Real Property for the Installation of a Semi-Permanent Structure

When a borrower requests to lease a portion of the property for the installation of any semi-permanent structure such as a wind turbine, cellular base station or other similar structure, the servicer must ensure that the borrower submits a complete *Application for Release of Security* (Form 236). A complete application must include all information and documentation required per the form.

Before approving any agreement related to the placement of a semi-permanent structure on the security property, the servicer must consider the extent to which the subject property and neighboring properties may be affected by the exercise of the rights covered in the lease. The servicer must take the following into consideration:

- The extent to which the rights granted by the agreement infringe on the property owner's rights.
- Any hazards, nuisances, or damages that may result from the exercise of the rights granted by the lease.

The servicer must determine whether the request to lease real property for the installation of a semi-permanent structure meets the conditions in the following table.

✓	**Conditions required to approve the installation of a semi-permanent structure**
	The mortgage loan must be current.
	The mortgage loan must have been originated greater than 12 months prior to the date of the request.
	The mortgage loan must not have been • greater than 30 days past due more than once in the most recent 12-month period, or • otherwise in default under the terms of the mortgage loan over the most recent 12-month period.
	Exercise of the lease does not prevent its use for residential purposes or expose the residents to health or safety hazards.

✓	Conditions required to approve the installation of a semi-permanent structure
	The installed structure lies outside of a 500-foot radius from the dwelling and any additional structures, including but not limited to detached garages, storage sheds, or accessory dwelling units.

The servicer must evaluate requests to lease real property for the installation of a semi-permanent structure based on the specific circumstance of the request, as described in the following table.

If leasing a portion of the real property for the installation of a semi-permanent structure...	Then the servicer...
meets all of the conditions and the LTV based on the estimated property values with the semi-permanent structure installed is less than 60%	is authorized to approve the lease on Fannie Mae's behalf and waive Fannie Mae's interest in any contractual payments under the current terms of the lease.
meets all of the conditions and the LTV based on the estimated property value with the semi-permanent structure installed is greater than or equal to 60%	is authorized to approve the lease on Fannie Mae's behalf if the borrower agrees to reduce the mortgage loan balance by an amount sufficient to maintain the higher of • the LTV ratio immediately prior to the lease becoming effective, or • 60%.
does not meet any of the conditions.	must deny the request.

Evaluating a Request for the Subdivision of Real Property

When a borrower requests a subdivision of the property, the servicer must ensure that the borrower submits a complete *Application for Release of Security* (Form 236). A complete application must include all information and documentation required per the form.

The servicer must determine whether the request to subdivide real property meets the conditions in the following table.

✓	Conditions required to approve a request to subdivide real property
	The mortgage loan must be current.

✓	Conditions required to approve a request to subdivide real property
	The mortgage loan must have been originated greater than 12 months prior to the date of the request.
	The mortgage loan must not have been • greater than 30 days past due more than once in the most recent 12-month period, or • otherwise in default under the terms of the mortgage loan over the most recent 12-month period.
	The priority of Fannie Mae's mortgage lien must not be impacted.
	Any existing structures associated with the collateral property, including but not limited to detached garages, storage sheds, or accessory dwelling units, must be located completely within the boundaries of a single lot created through the subdivision.
	The subdivision of the property satisfies the subdivision laws of the county or jurisdiction, if applicable, and complies with all zoning requirements or codes.

The servicer must evaluate requests to subdivide real property based on the specific circumstance of the request, as described in the following table.

If the subdivision of real property...	Then the servicer...
meets all of the conditions and the LTV based on the estimated property value after the subdivision is less than 60%	is authorized to approve the subdivision of real property on Fannie Mae's behalf.
meets all of the conditions and the LTV based on the estimated property value after the subdivision is greater than or equal to 60%	is authorized to approve the subdivision of real property on Fannie Mae's behalf if the borrower agrees to reduce the mortgage loan balance by an amount sufficient to maintain the higher of • the LTV ratio immediately prior to the subdivision, or • 60%.
does not meet any of the conditions	must deny the request.

Recent Related Announcements

The table below provides references to recently issued Announcements that are related to this topic.

Announcements	Issue Date
Announcement SVC-2023-04	July 12, 2023
Announcement SVC-2021-03	June 09, 2021
Announcement SVC-2019-04	June 12, 2019

D1-1-02, Evaluating a First Lien Mortgage Loan for Charge-Off and Release of Lien (09/11/2024)

The servicer must review and submit to Fannie Mae for approval a request for approval to cease collection efforts on a delinquent mortgage loan when the following requirements have been met:

- the mortgage loan becomes 120 days delinquent, or the mortgage loan has reached maturity plus 120 days,
- all appropriate measures to collect under the *Servicing Guide* have been exhausted, and the servicer has deemed the debt to be uncollectable,
- the mortgage loan is secured by a property that was the borrower's principal residence at loan origination, any home on the property is currently occupied, and the land and any structures on the land are being maintained and preserved in compliance with municipal requirements as supported by property inspections, and
- at least one of the following conditions apply:
    - a foreclosure sale cannot be completed for a first lien conventional mortgage loan that Fannie Mae owns or securitizes;
    - the mortgage loan, or the property securing it, is the subject of an agreement to resolve a legal dispute, or a court has permitted the mortgage loan to be satisfied (see D1-6-02, Handling Notices of Liens, Legal Action, Other Actions Impacting Fannie Mae's Interest);

      > **Note:** When an issue is presented that may pose a significant legal or reputational risk to Fannie Mae, the servicer must follow the procedures in accordance with E-1.3-01, General Servicer Responsibilities for Non-Routine Matters.

    - the property securing the mortgage loan is or has been the subject of either:
        - a government seizure (see D1-6-03, Handling Property Forfeitures and Seizures);
        - foreclosure by condominium/homeowner's association and the property has been sold; or
        - a receivership proceeding and the property has been sold;

- the mortgage loan has an impediment or encumbrance making it impossible or impracticable to obtain clear title to the mortgaged premises, and the mortgage loan is not subject to repurchase as outlined in A1-3-02, Fannie Mae-Initiated Repurchases, Indemnifications, Make Whole Payment Requests and Deferred Payment Obligations ;
- the UPB is $5,000 or less and the total indebtedness is $15,000, or less;

> **Note:** In the event the UPB is greater than $5,000 or the indebtedness exceeds $15,000, and all other criteria has been met, the request may be submitted for consideration.

- the property securing the mortgage loan is a unit in a condominium, cooperative, or similar project, and either the unit is damaged, and the repair of the unit is not feasible because of the physical condition of the remainder of the project; or the project is not presently economically viable; or the governing body or a court has terminated the association;
- the property has suffered a natural or man-made disaster that results in earth movement (e.g., a landslide or a mudslide) such that rebuilding on the land is impracticable or impossible; or
- a third-party is willing to accept legal responsibility for the property securing the mortgage loan.

> **Note:** Confirmation of transfer of ownership to the third party will be required if the charge-off is approved.

Fannie Mae must determine if a charge-off and release of the related first lien is the most beneficial outcome for the mortgage loan.

The servicer must follow the procedures in F-1-24, Requesting Fannie Mae's Approval via Fannie Mae's Servicing Solutions System for detailed requirements related to requesting prior approval and, if approved, completing a charge-off/lien release, the Investor Reporting Manual for reporting a charge-off to Fannie Mae, and *Reimbursement for Recording Costs Associated with a Mortgage Loan Satisfaction or Charge-Off* in F-1-05, Expense Reimbursement .

Recent Related Announcements

The table below provides references to recently issued Announcements that are related to this topic.

Announcements	Issue Date
Announcement SVC-2024-05	September 11, 2024
Announcement SVC-2019-03	May 15, 2019

D1-1-03, Evaluating a Second Lien Consideration of a Second Lien Mortgage Loan (09/11/2024)

The servicer must review and submit to Fannie Mae a request for a second lien consideration approval when one of the following situations apply:

- the second mortgage loan becomes 120 days delinquent, or the second mortgage loan has reached maturity plus 120 days;
- the first mortgage loan is in default, regardless of the status of the second mortgage loan; or
- the second mortgage loan has an impediment or encumbrance making it impossible or impracticable to obtain clear title to the mortgage premises, and the mortgage loan is not subject to repurchase as outlined in A1-3-02, Fannie Mae-Initiated Repurchases, Indemnifications, Make Whole Payment Requests and Deferred Payment Obligations.

In addition, the servicer must follow the procedures in *Requesting Approval for a Second Lien Consideration of a Second Lien Mortgage Loan* in F-1-24, Requesting Fannie Mae's Approval via Fannie Mae's Servicing Solutions System for submitting a recommendation to Fannie Mae.

See the Investor Reporting Manual for reporting a charge-off to Fannie Mae.

Recent Related Announcements

The table below provides references to recently issued Announcements that are related to this topic.

Announcements	Issue Date
Announcement SVC-2024-05	September 11, 2024

Chapter D1-2, Servicing Renovation Mortgage Loans

Introduction

This chapter contains information on servicing renovation mortgage loans, which includes energy-related improvement mortgage loans.

D1-2-01, Renovation Mortgage Loans (02/09/2022)

Introduction
This topic contains the following:

- Servicer's Responsibilities for Renovation Mortgage Loans
- Administering Escrow Accounts for Renovation Mortgage Loans
- Servicer's Responsibilities upon Completion of Renovation Work

Servicer's Responsibilities for Renovation Mortgage Loans

The following table lists the servicer's responsibilities when Fannie Mae purchases a renovation mortgage loan before completion of the home improvements or repair work.

For purposes of this *Servicing Guide*, renovation includes energy-related improvements.

✓	**The servicer must...**
	Exercise all approval and oversight responsibilities that are customary to ensure that clear title to the property is maintained.
	Administer the renovation escrow account, as described in greater detail below.
	Ensure that the renovation work is completed in a timely manner. Renovation work must be completed no later than 15 months from the mortgage loan closing date. The servicer is authorized to request an extension not to exceed 18 months from the mortgage loan closing date if • the borrower is not in default under any of the mortgage loan documents, including the renovation or construction contract; and • the renovation work cannot be completed on time because extenuating circumstances exist that are beyond borrower's control. In the rare circumstance a renovation project is expected to exceed 15 months, the servicer must submit an extension request in Fannie Mae Loan Quality Connect™ (see F-4-02, List of Contacts) and describe the circumstances contributing to the delay and determine potential remedies.

✓	The servicer must...
	Ensure that the renovation work is completed in accordance with the plans, specifications, and the contractor's estimated bids. The three key documents used to document the terms of the renovation work are as follows: • The plans and specifications, which fully describe all of the work to be done and provide an indication of when various jobs or stages of completion will be scheduled (including both the start and completion dates). • The renovation or construction contract between the borrower and the contractor which sets out the specific work the contractor agrees to perform, states the agreed-upon costs of the renovation work, identifies all subcontractors and suppliers, and includes an itemized description that establishes the schedule for completing each stage of the work and the corresponding payments to the contractor. It also provides the contractor's agreement to complete the work in compliance with the contract and all applicable government regulations (such as building codes and zoning restrictions) and to obtain the necessary building permits (including a certificate of occupancy, if required). • The renovation or construction mortgage loan agreement between the borrower and the lender which states the terms and conditions of the mortgage loan prior to the completion of the work. It also includes the details about the timetable for completing the renovation or construction work; details about the use of proceeds of the renovation mortgage loan (and any amount the borrower has to provide from their own funds), the method and timetable for payment of the funds to the contractor and the borrower; procedures for documenting requests for disbursements, establishing and maintaining contingency reserves, and processing change orders; and details about conditions that apply to repayment of the mortgage loan, completion requirements, and resolution of disputes.
	Require the borrower to submit a *HomeStyle Change Order Request (Form 1200),* or a similar form, to provide a detailed description of the change(s), the cost of the change(s), and the estimated completion date(s) before approving any change a borrower wants to make to the original plans and specifications.
	Ensure that all renovation work (excluding "Do-It-Yourself" repairs) is performed by licensed contractors and/or sub-contractors, unless contractor licensing is not applicable under state or local regulations for the specific work being completed.
	Manage the release of funds to pay for the completed work. Property inspections are required to confirm that renovation work is completed timely and according to plan, prior to escrow draw requests being approved. See *Administering Escrow Accounts for Renovation Mortgage Loans* below for additional details.

✓	The servicer must...
	Refer to the HUD guidelines for specific requirements for government-insured renovation mortgage loans, if applicable.

If the servicer's action or lack of action affects Fannie Mae's ability to acquire clear title to the property, Fannie Mae may require the servicer to repurchase the mortgage loan.

Administering Escrow Accounts for Renovation Mortgage Loans

The following table describes the funds that the servicer must ensure are included in a renovation escrow account, as applicable.

Types of funds held in a renovation escrow account	Description
A Contingency Reserve	An amount of at least 10%, and up to 15% of the total costs for the renovation work, which the servicer must only release to cover required, necessary, and unforeseen repairs or deficiencies that are discovered during the renovation.
Construction Related Costs	Documented charges that may be considered part of the renovation work include, but are not limited to, the following: • property inspection fees, • fees for the title update, • architectural and engineering fees, • independent consultant fees, • costs for required permits, • fees for review of renovation plans, • appraisal fees, and • fees charged for processing construction draws.

Types of funds held in a renovation escrow account	Description
Mortgage Loan Payments	If the property is a principal residence that cannot be occupied during the renovation period, the servicer must use this amount to fund mortgage loan payments that become due during the renovation construction period. **Note:** The servicer must ensure that this represents only those payments that come due during the period that the property cannot be occupied and that the amount funded does not exceed six full mortgage loan payments of PITIA.

The following table lists the servicer's responsibilities for administering renovation escrow accounts for renovation mortgage loans.

✓	The servicer must...
	Deposit all of the applicable renovation costs into an interest-bearing renovation escrow account at the time that the mortgage loan is delivered. The servicer may commingle the renovation escrow accounts for different borrowers in the same custodial account. **Note**: If there is an increase in costs during the renovation period, the borrower or the servicer must fund the amount of the increase. The servicer must ensure that the borrower obtains the additional funds in a manner that will not affect the priority of Fannie Mae's lien.
	Ensure that the renovation escrow account • is a custodial account that satisfies Fannie Mae's criteria for custodial accounts and depositories as outlined in A4-1-02, Establishing Custodial Bank Accounts, and • includes all required funds previously described to pay for the renovation.
	Pay or credit all interest earned on the renovation escrow account, less any administrative expenses involved in maintaining the account, to the borrower.
	If requested by the borrower, release an amount not to exceed 50% of total planned materials costs upon request, provided funds for materials were not released upon, or immediately following, loan closing. **Note:** A portion of this initial draw may be used to pay for permits, architect fees, and design or planning expenses that were incurred during the initial planning phase of the project.

✓	The servicer must...
	Release any additional funds from the renovation escrow account to the contractor and the borrower only when • requested in accordance with the agreed upon schedule; and • an inspection has occurred to validate that all work is being completed in accordance with the renovation plans (including any changes to the renovation plans submitted to Fannie Mae via *HomeStyle Change Order Request* (Form 1200), or a similar Form.

Servicer's Responsibilities upon Completion of Renovation Work

The following table provides the servicer's responsibilities upon completion of the renovation work.

✓	Following completion of the renovation work, the servicer must...
	Obtain an *Appraisal Update and/or Completion Report (Form 1004D)* from a renovation consultant, architect, or appraiser to confirm that the renovation was completed in accordance with the plans and specifications. **Note:** *Form 1004D* must be reviewed to confirm that all "subject to" items listed in the appraisal were completed.
	Obtain a certificate of occupancy, if required.
	Ensure that the appraisal on file accurately reflects the final scope of completed work. **Note**: When improvements to the property were not completed to plan, this may require an updated appraisal to determine whether the changes affect the "as completed" value. The servicer must self-report any reduction in value to the HomeStyle Renovation Mailbox (see F-4-02, List of Contacts).
	Obtain an endorsement to the title insurance policy, concurrent with the date of the last disbursement of funds, to extend its effective date through the date the renovation was completed, ensuring the continuance of Fannie Mae's first-lien priority. **Note:** When the property is in a state in which contractors', subcontractors', or material men's liens have priority over mortgage liens, the servicer must obtain all necessary lien releases or take any other action that may be required to ensure that the title to the property is clear of all liens and encumbrances.

✓	Following completion of the renovation work, the servicer must...
	Obtain a certification regarding the property insurance to confirm that the coverage has been increased, if necessary, to comply with Fannie Mae's standard property and flood insurance requirements. See B-2, Property Insurance Requirements and B-3, Flood Insurance Requirements for Fannie Mae's applicable property insurance coverage requirements.
	Use all funds remaining in the renovation escrow account that were not deposited separately by the borrowers to reduce the UPB of the mortgage loan. However, in some cases, unused contingency funds can be used to make additional improvements or repairs to the property.

Recent Related Announcements

The table below provides references to recently issued Announcements that are related to this topic.

Announcements	Issue Date
Announcement SVC-2022-01	February 9, 2022

Chapter D1-3, Providing Assistance to a Borrower Impacted by a Disaster Event

Introduction

This chapter contains information on providing assistance to borrowers impacted by a disaster event.

D1-3-01, Evaluating the Impact of a Disaster Event and Assisting a Borrower (04/12/2023)

Introduction
This topic contains the following:

- Evaluating the Extent and Nature of the Property Damage
- Servicer's Responsibilities When a Borrower Is Affected by a Disaster Event
- Workout Hierarchy for When a Borrower Is Affected by a Disaster Event
- Initiating or Suspending Legal Proceedings

Evaluating the Extent and Nature of the Property Damage

Disasters are earthquakes, floods, hurricanes, or other catastrophes caused by either nature or a person or event beyond the borrower's control resulting in devastation in terms of property damage and destruction.

When the servicer becomes aware that a disaster event has occurred, it must determine the extent and nature of the damage to any property securing a mortgage loan in the disaster area (regardless of whether the property is in a FEMA-Declared Disaster Area eligible for Individual Assistance) through reasonable means, including but not limited to:

- obtaining information from the borrower, or
- performing a property inspection when necessary.

> **Note:** The servicer is authorized, but not required, to attempt to contact the borrower or perform a property inspection if the mortgage loan is current at the time of the disaster event and remains current following the disaster event.

When a disaster event occurs, the servicer is permitted to use predictive modeling data or alternative technology, such as aerial photography, to estimate the likelihood of damage in an area or to a property impacted by a disaster event.

See D2-2-10, Requirements for Performing Property Inspections for additional information on property inspections.

When inspecting impacted properties, the servicer must utilize the Property Inspection Report (Form 30) or equivalent. The servicer must exercise discretion in determining whether an interior or exterior property inspection is appropriate depending on the individual circumstances. The servicer is authorized to request reimbursement for disaster inspection costs incurred on current and delinquent mortgage loans when a property inspection is necessary. To request reimbursement, the servicer must follow the procedures in *Reimbursement for Property Inspections and Property Preservation Expenses* in F-1-05, Expense Reimbursement.

The following table describes the servicer's requirements when it becomes aware that a property securing a mortgage loan has incurred damage as a result of a disaster event.

✓	**The servicer must...**
	Determine whether the property is adequately insured against any damage in accordance with B-2, Property Insurance Requirements and B-3, Flood Insurance Requirements.
	Ensure that any applicable property insurance claims are filed and settled promptly, and that the property is repaired fully in accordance with B-5-01, Insured Loss Events.
	Follow the requirements in B-5-02, Uninsured Loss Events if there are uninsured losses.

See the Property Preservation Matrix and Reference Guide for additional information on property inspections and property preservation.

Servicer’s Responsibilities When a Borrower Is Affected by a Disaster Event

The following table describes the servicer's requirements when a borrower is affected by a disaster event.

✓	**The servicer must...**
	Counsel the borrower on the availability of appropriate workout options and federal disaster relief that might be available through FEMA. See *Chapter D2-3, Fannie Mae’s Home Retention and Liquidation Workout Options* for additional information on available workout options. **Note:** The servicer is also authorized to inform the borrower of Fannie Mae’s free disaster recovery housing counseling service as a resource to assist borrowers impacted by disasters (see F-4-02, List of Contacts).
	Evaluate each mortgage loan that is or becomes delinquent as a result of the borrower incurring damages or expenses related to the disaster event on a case-by-case basis.
	Ensure that the specific action that it takes does not jeopardize Fannie Mae’s ability to recover damages under any applicable property insurance policy.
	Contact its Fannie Mae Servicing Representative (see F-4-02, List of Contacts) if it needs assistance in determining how a policy should be applied or if it has determined that a departure from Fannie Mae’s policies is warranted.
	Refer to FHA, VA, or RD guidelines to determine appropriate procedures for extending relief to a borrower who has a government-insured or government-guaranteed mortgage loan.

Workout Hierarchy for When a Borrower Is Affected by a Disaster Event

If the servicer determines that the borrower is unable to resolve a delinquency resulting from a disaster-related hardship through a reinstatement and cannot afford a repayment plan, the servicer must evaluate the borrower for a retention workout option in accordance with the following table.

<table>
<tr><th>If the servicer...</th><th colspan="3">Then the servicer must evaluate the borrower affected by the disaster event...</th></tr>
<tr><td rowspan="13">achieves QRPC with the borrower, regardless of whether the borrower was on a disaster-related forbearance plan</td><td colspan="3">in accordance with the steps in the following table</td></tr>
<tr><td>Step</td><td colspan="2">Servicer Action</td></tr>
<tr><td rowspan="4">1</td><td colspan="2">Evaluate the borrower for a disaster payment deferral in accordance with Determining Eligibility for a Disaster Payment Deferral in D2-3.2-05, Disaster Payment Deferral</td></tr>
<tr><td>If...</td><td>Then the servicer must...</td></tr>
<tr><td>the mortgage loan is eligible</td><td>offer a disaster payment deferral.</td></tr>
<tr><td>the servicer determines that the borrower is not capable of maintaining the full contractual monthly PITI payment, including the amount required to repay any escrow shortage amount over a term of 60 months, or the mortgage loan is greater than 12 months delinquent</td><td>proceed to step 2</td></tr>
<tr><td rowspan="4">2</td><td colspan="2">Evaluate the borrower for a Fannie Mae Flex Modification in accordance with the reduced eligibility criteria within Evaluating or Soliciting a Borrower with a Disaster-Related Hardship for a Fannie Mae Flex Modification in D2-3.2-06, Fannie Mae Flex Modification</td></tr>
<tr><td>If the mortgage loan is...</td><td>Then the servicer must...</td></tr>
<tr><td>eligible</td><td>offer a Fannie Mae Flex Modification</td></tr>
<tr><td>two or more months delinquent at the time the disaster occurred, or less than 90 days delinquent</td><td>proceed to step 3</td></tr>
<tr><td rowspan="4">3</td><td colspan="2">Evaluate the borrower for a Fannie Mae Flex Modification in accordance with D2-3.2-06, Fannie Mae Flex Modification</td></tr>
<tr><td>If the mortgage loan is...</td><td>Then the servicer must...</td></tr>
<tr><td>eligible</td><td>offer a Fannie Mae Flex Modification.</td></tr>
<tr><td>not eligible</td><td>evaluate the borrower for a Fannie Mae Short Sale (see D2-3.3-01, Fannie Mae Short Sale or a Fannie Mae Mortgage Release (see D2-3.3-02, Fannie Mae Mortgage Release (Deed-in-Lieu of Foreclosure).</td></tr>
</table>

<table>
<tr><th>If the servicer...</th><th colspan="3">Then the servicer must evaluate the borrower affected by the disaster event...</th></tr>
<tr><td rowspan="11">does not achieve QRPC with a borrower who is on a disaster-related forbearance plan prior to the expiration of the plan</td><td colspan="3">in accordance with the steps in the following table</td></tr>
<tr><td>Step</td><td colspan="2">Servicer Action</td></tr>
<tr><td rowspan="4">1</td><td colspan="2">Evaluate the borrower for a disaster payment deferral in accordance with Determining Eligibility for a Disaster Payment Deferral in D2-3.2-05, Disaster Payment Deferral</td></tr>
<tr><td>If the mortgage loan is...</td><td>Then the servicer must...</td></tr>
<tr><td>eligible</td><td>solicit the borrower for a disaster payment deferral in accordance with Soliciting the Borrower for a Disaster Payment Deferral in D2-3.2-05, Disaster Payment Deferral.</td></tr>
<tr><td>greater than 12 months</td><td>proceed to step 2.</td></tr>
<tr><td rowspan="4">2</td><td colspan="2">Evaluate the borrower for a Fannie Mae Flex Modification in accordance with the reduced eligibility criteria within Evaluating or Soliciting a Borrower with a Disaster-Related Hardship for a Fannie Mae Flex Modification in D2-3.2-06, Fannie Mae Flex Modification</td></tr>
<tr><td>If the mortgage loan is...</td><td>Then the servicer must...</td></tr>
<tr><td>eligible</td><td>offer a Fannie Mae Flex Modification.</td></tr>
<tr><td>two or more months delinquent at the time the disaster occurred</td><td>proceed to step 3</td></tr>
<tr><td rowspan="4">3</td><td colspan="2">Evaluate the borrower for a Fannie Mae Flex Modification in accordance with D2-3.2-06, Fannie Mae Flex Modification.</td></tr>
<tr><td>If the mortgage loan is...</td><td>Then the servicer must...</td></tr>
<tr><td>90 days or more delinquent and the borrower is otherwise eligible</td><td>solicit the borrower a Fannie Mae Flex Modification in accordance with Soliciting the Borrower for a Fannie Mae Flex Modification in D2-3.2-06, Fannie Mae Flex Modification</td></tr>
<tr><td>not eligible</td><td>continue attempts to achieve QRPC in accordance with D2-2-02, Outbound Contact Attempt Requirements</td></tr>
<tr><td colspan="3">Note: If the borrower doesn't respond to the disaster payment deferral offer as described in Soliciting the Borrower for a Disaster Payment Deferral in D2-3.2-05, Disaster Payment Deferral by the acceptance date provided in the disaster payment deferral agreement, then the servicer must evaluate the borrower in accordance with Evaluating or Soliciting a Borrower with a Disaster-Related Hardship for a Fannie Mae Flex Modification in D2-3.2-06, Fannie Mae Flex Modification</td></tr>
</table>

<table>
<tr><th>If the servicer...</th><th colspan="2">Then the servicer must evaluate the borrower affected by the disaster event...</th></tr>
<tr><td rowspan="4">does not achieve QRPC with a borrower who was not on a disaster-related forbearance plan prior to the expiration of the plan</td><td colspan="2">for a Fannie Mae Flex Modification in accordance with D2-3.2-06, Fannie Mae Flex Modification and take action in accordance with the following table.</td></tr>
<tr><td>If the mortgage loan is...</td><td>Then the servicer must...</td></tr>
<tr><td>90 or more days delinquent and the borrower is otherwise eligible</td><td>solicit the borrower a Fannie Mae Flex Modification in accordance with Soliciting the Borrower for a Fannie Mae Flex Modification in D2-3.2-06, Fannie Mae Flex Modification</td></tr>
<tr><td>not eligible</td><td>continue attempts to achieve QRPC in accordance with D2-2-02, Outbound Contact Attempt Requirements</td></tr>
</table>

Initiating or Suspending Legal Proceedings

If the servicer has any doubt about the effect of the disaster event on the condition of a property or the borrower's employment or income status, it must suspend any legal proceedings, including foreclosure proceedings, already in process until it can determine the accurate status, and make its final decision on the appropriate course of action based upon its findings. The servicer must contact its Fannie Mae Servicing Representative (see F-4-02, List of Contacts) to obtain written approval before granting a suspension that exceeds 90 days.

The servicer must not initiate or complete foreclosure proceedings related to a property that has been destroyed until it evaluates the economic feasibility of pursuing the foreclosure.

Recent Related Announcements

The table below provides references to recently issued Announcements that are related to this topic.

Announcements	Issue Date
Announcement SVC-2023-02	April 12, 2023
Announcement SVC-2022-01	February 9, 2022
Announcement SVC-2020-04	September 9, 2020
Announcement SVC-2020-03	July 15, 2020
Announcement SVC-2019-02	April 10, 2019

Chapter D1-4, Transfers of Ownership

Introduction

This chapter contains information on transfers of ownership.

Section D1-4.1, Information Relating to Transfers of Ownership Applicable to All Mortgage Loans

D1-4.1-01, Determining Whether a Transfer of Ownership Is Permitted (11/12/2014)

Introduction
This topic contains information on determining whether a transfer of ownership is permitted.

For purposes of enforcing the due-on-sale (or due-on-transfer) provision, if any, in the security instrument, the servicer must consider all of the following situations to be a transfer of ownership:

- the purchase of a property “subject to” the mortgage loan,
- the assumption of the mortgage loan debt by the property purchaser,
- any exchange of possession of property under a land sales contract or any other land trust device, and
- in cases in which an *inter vivos* revocable trust is the borrower, any transfer of a beneficial interest in the trust.

When the servicer receives a request for a statement of account in connection with a possible transfer of ownership of a property, or if the servicer learns after the fact that a transfer has occurred, the servicer must take the actions listed in the following table.

✓	**The servicer must...**
	Review the mortgage loan instruments to determine whether the mortgage loan is subject to enforcement of the due-on-sale (or due-on-transfer) provision.

✓	The servicer must...
	Investigate any questionable changes to determine whether a transfer of ownership has occurred.
	Determine whether any action needs to be taken to enforce the due-on-sale (or due-on-transfer) provision.

The statement of account that the servicer issues in connection with a possible transfer must clearly state the items listed in the following table.

✓	The statement of account must clearly...
	State Fannie Mae's right to enforce the due-on-sale (or due-on-transfer) provision, if applicable.
	Describe Fannie Mae's policy regarding enforcement of due-on-sale (or due-on-transfer) provisions.
	Describe any exceptions or limiting conditions to the policy.

Recent Related Announcements

There are no recently issued Announcements related to this topic.

D1-4.1-02, Allowable Exemptions Due to the Type of Transfer (12/20/2023)

Introduction
This topic contains information on allowable exemptions due to the type of transfer.

Unless the previous borrower requests a release of liability, the servicer must process the following exempt transactions without reviewing or approving the terms of the transfer:

- A transfer of the property to
  - the surviving party in the event of the death of a joint tenant or a tenant by the entirety;
  - a junior lienholder as a result of a foreclosure or acceptance of a deed-in-lieu of foreclosure for the subordinate mortgage loan;
  - one of the borrowers if the property is jointly owned by unrelated co-borrowers, as long as the

borrower who is gaining full ownership of the property continues to occupy it and the transfer occurs after at least 12 months have elapsed since the mortgage loan was closed;

- a related or unrelated natural person, provided the transferee acknowledges in writing that they
  - are assuming all of the obligations under, and will be bound by the note and the security interest; and
  - will occupy the property with the transferor as their principal residence.

- The granting of a leasehold interest that has a term of three or fewer years and does not provide an option to purchase the property. If the lease has a renewal option that would allow the term to extend beyond three years, this exemption does not apply.
- The creation of a subordinate lien, as long as it does not relate to a transfer of occupancy rights.
- The creation of a purchase money security interest for household appliances.
- A transfer of the property (or, if the borrower is an *inter vivos* revocable trust, a transfer of a beneficial interest in the trust) to
  - a relative of the deceased borrower (or, in the case of an *inter vivos* revocable trust borrower, to a relative of the individual who established the trust), as long as the transferee occupies the property;
  - the spouse, child(ren), parent(s), brother(s) or sister(s), grandparent(s), or grandchild(ren) of the borrower (or, in the case of an *inter vivos* revocable trust borrower, of the individual who established the trust), as long as the transferee occupies the property;
  - a spouse of the borrower (or, in the case of an *inter vivos* revocable trust borrower, of the individual who established the trust) under a divorce decree or legal separation agreement or from an incidental property settlement agreement, as long as the transferee will occupy the property;
  - an *inter vivos* trust (or, if the borrower is an *inter vivos* revocable trust, into a new trust) provided that the borrower (or the individual who established the original *inter vivos* revocable trust) will be the beneficiary of the trust and the occupant of the property and if the transfer results in a permitted change of occupancy type to an investment property, such change does not violate the security instrument (for example, the 12 month occupancy requirement for a principal residence).

    > **Note:** For all such transfers affecting mortgage loans purchased or securitized by Fannie Mae on or after June 1, 2016, the transferee is not required to occupy the property.

  - a limited liability company (LLC), provided that
    - the mortgage loan was purchased or securitized by Fannie Mae on or after June 1, 2016, and
    - the LLC is controlled by the original borrower or the original borrower owns a majority interest in the LLC, and if the transfer results in a permitted change of occupancy type to an investment property, such change does not violate the security instrument (for example, the 12 month occupancy requirement for a principal residence).

    > **Note**: The servicer must notify the borrower that a property transferred to an LLC must be transferred back to a natural person in order to qualify for a refinance loan and to meet Fannie Mae's *Selling Guide* underwriting requirements.

For a mortgage loan acquired by Fannie Mae after June 1, 2007, if a servicer reasonably believes that a due-on-

transfer provision is unenforceable by law or would not be enforced by a court, the servicer is authorized to approve a transfer of an interest in the mortgaged property or a direct or indirect interest in the borrower (if an entity), provided the servicer has notified Fannie Mae's Legal department (see F-4-02, List of Contacts) of the reason for its belief and Fannie Mae has either sent a notice of non-objection to the proposed transfer or not responded within 60 days of its receipt of the notice.

The servicer must notify the applicable property insurance companies, tax authorities, the mortgage insurer, and any other interested parties when it processes a transfer of ownership.

The servicer must follow the procedures in *Obtaining MI Approval for a Conventional Mortgage Loan* in F-1-17, Processing a Transfer of Ownership for information on obtaining mortgage insurer approval and in *Completing a Transfer of Ownership* in F-1-17, Processing a Transfer of Ownership for detailed requirements related to executing the assumption or assumption and release agreement, as applicable.

If the mortgage loan is delinquent and the transferee is unable to bring the mortgage loan current, the servicer must evaluate them for all available workout options in accordance with D2-2, Requirements for Contacting a Borrower and D2-3, Fannie Mae's Home Retention and Liquidation Workout Options and offer the transferee the appropriate workout option for which they are eligible. If the servicer determines that a mortgage loan modification is an appropriate workout solution, the servicer must

- ensure that the transfer is an exempt transaction, and
- review the transferee for a mortgage loan modification as if they were a borrower based on the requirements in this *Servicing Guide* and applicable law.

If the transferee satisfies all the requirements of a mortgage loan modification, then the servicer must require the transferee to sign an assumption agreement (which would be signed in conjunction with the modification agreement).

If the previous borrower requests a release of liability, the servicer must determine that the transferee's credit and financial capacity is acceptable (see F-1-28, Reviewing a Transfer of Ownership for Credit and Financial Capacity).

Recent Related Announcements

The table below provides references to recently issued Announcements that are related to this topic.

Announcements	Issue Date
Announcement SVC-2023-06	December 20, 2023
Announcement SVC-2022-02	April 13, 2022
Announcement SVC-2020-04	September 9, 2020

D1-4.1-03, Allowable Exceptions Due to State Law Restrictions ("Window-Period" Mortgage Loans) (11/08/2017)

Introduction
This topic contains information on allowable exceptions due to state law restrictions ("window-period" mortgage loans).

The Garn-St. Germain Depository Institutions Act of 1982, which authorized enforcement of due-on-sale (or due-on-transfer) provisions, exempted certain mortgage loans that were already subject to state law restrictions on due-on-sale (or due-on-transfer) enforcement. Mortgage loans originated or assumed between the time the state enacted its restrictions and the date the Garn-St. Germain Depository Institutions Act went into effect are "window-period" mortgage loans. A list of the states having window-period mortgage loans, the term of the exemption, and Fannie Mae's specific enforcement policy related to a fixed-rate first lien mortgage loan or a second lien mortgage loan secured by a property located in one of these states are shown below:

- Michigan: Mortgage loan may be assumed at a blended rate, in accordance with state law. Window period runs from January 5, 1977, to October 15, 1982. Restrictions are in effect for the full term of the mortgage loan.
- New Mexico: Mortgage loan may be assumed with a 2% increase in the existing interest rate, subject to any maximum limitation specified in the state law. Window period runs from March 15, 1979, to October 15, 1982. Restrictions are in effect for the full term of the mortgage loan.
- Utah: Mortgage loan may be assumed with a 1% increase in the existing interest rate and an additional 1% increase five years later. Window period runs from May 12, 1981 to October 15, 1982. Restrictions are in effect for the full term of the mortgage loan.

The servicer must verify whether a mortgage loan is a "window-period" mortgage loan. If the mortgage loan is a "window-period" mortgage loan, the servicer is authorized to approve a transfer of ownership as long as the criteria listed in the following table are satisfied.

✓	**Criteria required to approve a transfer of ownership on window-period mortgage loans**
	The purchaser's credit and financial capacity are acceptable under Fannie Mae's current underwriting guidelines (see F-1-28, Reviewing a Transfer of Ownership for Credit and Financial Capacity).
	The mortgage insurer approves the transfer and the mortgage insurer's specified conditions are satisfied, if applicable. The servicer must follow the procedures in *Obtaining MI Approval for a Conventional Mortgage Loan* in F-1-17, Processing a Transfer of Ownership for information on obtaining mortgage insurer approval.

> **Note**: If the mortgage insurer denies the transfer or imposes conditions for approval, the servicer must inform the parties involved in the transaction of the mortgage insurer's decision as its reason for not approving the request or the imposition of conditions for approval.

When the state law allows an increase in the mortgage loan interest rate, the servicer should determine the new rate for a whole mortgage loan or a participation pool mortgage loan by adding the allowable increase to the existing mortgage loan interest rate, unless the state law requires a different method. That new interest rate for the mortgage loan should be used to evaluate the purchaser's financial ability. The servicer must not change the interest rate if the mortgage loan is in an MBS pool, even though the state law would permit an increase.

If the transfer of ownership is not approved or the required eligibility criteria are not satisfied and the transfer of ownership occurs, the servicer must take all steps necessary to enforce the due-on-sale (or due-on-transfer) provision. If the funds required to satisfy the mortgage loan debt are not received after the mortgage loan is accelerated, the servicer must initiate foreclosure proceedings.

The servicer must follow the procedures in *Completing a Transfer of Ownership* in F-1-17, Processing a Transfer of Ownership for detailed requirements related to executing an assumption (or assumption and release) agreement.

The servicer must notify the applicable property insurance companies, tax authorities, and any other interested parties. If the purchaser did not provide a new property insurance policy, the servicer must obtain an endorsement to the existing property insurance policy.

Recent Related Announcements

There are no recently issued Announcements related to this topic.

D1-4.1-04, Transfers of Ownership by Grant Deed (11/12/2014)

Introduction
This topic contains information on transfers of ownership by grant deed.

The servicer must not consent to any transfer of ownership by a grant deed involving a party that indicates its services will relieve the borrower of their mortgage loan debt. The following table lists the servicer's responsibilities if it learns that the borrower has been contacted by such a party proposing the execution of a grant deed.

✓	**The servicer must...**
	Explain to the borrower that the transfer of ownership will not be acknowledged, that the borrower will not be relieved of the mortgage obligation, and that foreclosure proceedings may be initiated if the property is transferred.

✓	The servicer must...
	Work with a borrower who has experienced a hardship to determine whether any workout options are appropriate. See D2-3, Fannie Mae's Home Retention and Liquidation Workout Options for additional information.

The servicer must contact its Fannie Mae Servicing Representative (see F-4-02, List of Contacts) if it is contacted by a party about accepting a short payoff for a property that it obtained through the borrower's execution of a grant deed. Under no circumstances should the servicer negotiate the short payoff. Fannie Mae generally will advise the servicer either to accept a Mortgage Release or to initiate foreclosure proceedings.

The servicer must follow the procedures in *Responding to a Title Transferred via Grant Deed* in F-1-17, Processing a Transfer of Ownership for transfers of ownership by a grant deed.

Recent Related Announcements

There are no recently issued Announcements related to this topic.

D1-4.1-05, Enforcing the Due-on-Sale (or Due-on-Transfer) Provision (11/08/2017)

Introduction
This topic contains information on enforcing the due-on-sale (or due-on-transfer) provision.

Unless the transfer of ownership is an exempt transaction or involves a property that secures a "window-period" mortgage loan, the servicer must accelerate the debt.

The servicer must send any notices required under the terms of the mortgage loan and applicable law before it accelerates the debt. If the funds required to satisfy the debt are not received, the servicer should then begin foreclosure proceedings.

When the servicer learns that a transfer of ownership has occurred, it should notify the property purchaser that the mortgage loan is due and payable. For a whole mortgage loan or a participation pool mortgage loan held in Fannie Mae's portfolio, the servicer should provide 30 days notice to the purchaser to pay the mortgage loan balance in full or to apply and qualify for a new mortgage loan. If neither is received within 30 days, the servicer should institute foreclosure proceedings. Under certain circumstances, Fannie Mae may consider the following alternatives:

- Waiver for mortgage loans in default. See *Allowing a Delinquent Mortgage Loan to Be Assumed* in D2-3.4-04, Qualifying Mortgage Assumption Workout Option for information on mortgage loan

assumptions.

- Optional repurchase of certain mortgage loans. See A1-3-01, Requirements for Voluntary Repurchase for additional information.
- Potential litigation. If the legality of the due-on-sale (or due-on-transfer) provision is questioned or litigated, see D1-6-02, Handling Notices of Liens, Legal Action, Other Actions Impacting Fannie Mae's Interest for Fannie Mae's requirements for handling the action.

Recent Related Announcements

There are no recently issued Announcements related to this topic.

Section D1-4.2, Information Relating to Transfers of Ownership on Conventional Mortgage Loans

D1-4.2-01, Conventional Mortgage Loans that Do Not Include a Due-on-Sale (or Due-on-Transfer) Provision (09/09/2020)

Introduction
This topic contains information on conventional mortgage loans that do not include a due-on-sale (or due-on-transfer) provision.

The following table describes the servicer's responsibility if a mortgage loan not subject to a due-on-sale (or due-on-transfer) provision is modified or subject to a payment deferral.

If the mortgage loan not subject to a due-on-sale (or due-on-transfer) provision is...	Then the servicer must...
modified	obtain the borrower's agreement that the mortgage loan modification will cancel the assumability feature of that mortgage loan.
subject to a payment deferral	notify the borrower that the non-interest bearing balance must be paid in full at the time of any sale or transfer.

See D1-4.2-02, Conventional Mortgage Loans That Include a Due- on-Sale (or Due-on-Transfer) Provision for additional information.

For all other mortgage loans that are not subject to a due-on-sale (or due-on-transfer) provision, there are no restrictions on the transfer of ownership. However, the servicer must determine that the purchaser's credit and financial capacity is acceptable under current Fannie Mae underwriting guidelines if the previous borrower requests a release of liability. See F-1-28, Reviewing a Transfer of Ownership for Credit and Financial Capacity for the servicer's requirements for evaluating a request for a release of liability.

The servicer must follow Obtaining MI Approval for a Conventional Mortgage Loan in F-1-17, Processing a Transfer of Ownership for information on obtaining mortgage insurer approval and in *Completing a Transfer of Ownership* in F-1-17, Processing a Transfer of Ownership for detailed requirements related to executing the assumption (or assumption and release) agreement.

The servicer must notify the applicable property insurance companies, tax authorities, the mortgage insurer, and any other interested parties. If the purchaser did not provide a new property insurance policy, the servicer must request the insurer to prepare an endorsement to the existing property insurance policy to name the new borrower. The servicer must also obtain a new MI policy for an insured mortgage loan or an agreement that extends the previous coverage to the new borrower.

Recent Related Announcements

The table below provides references to recently issued Announcements that are related to this topic.

Announcements	Issue Date
Announcement SVC-2020-04	September 9, 2020

D1-4.2-02, Conventional Mortgage Loans That Include a Due- on-Sale (or Due-on-Transfer) Provision (11/08/2017)

Introduction
This topic contains the following:

- Determining When to Refer to the Participating Lender's Policy
- Non-Exempt Transactions: Exceptions for Certain Loan Types if the Purchaser is Creditworthy

Determining When to Refer to the Participating Lender's Policy

The servicer must refer to the participating lender's policies for the following mortgage loans as Fannie Mae's policies do not apply:

- Participation pool mortgage loans held in portfolio that were purchased from a supervised lender under

commitments dated before August 1, 1983.

- Concurrent sales participation pool mortgage loans in which it holds a majority interest.

Non-Exempt Transactions: Exceptions for Certain Loan Types if the Purchaser is Creditworthy

The servicer is authorized to allow transfers of ownership for the following first lien mortgage loans if all of the criteria listed below are satisfied:

- All ARMs and GPARMs, except for the following:
  - those closed under ARM Plans 975, 1029, and 1103;
  - those that have extended fixed-rate periods (ARM Plans 659, 660, 661, 750, 751, 1423, 1437, 2724, 2725, 2726, 2727, 2728, 2729, 3223, 3224, 3225, 3226, 3227, 3228, 3252 (except as limited for those plans that may be used for Texas Section 50(a)(6) loans), if the transfer would take place during the fixed-rate period); and
  - those that have been converted to fixed-rate mortgage loans.
- Fixed-rate portfolio mortgage loans that Fannie Mae purchased under commitment contracts dated before November 10, 1980 unless
  - the purchase of the property is financed directly or indirectly with wraparound or secondary financing from an institutional lender, or
  - Fannie Mae has pooled a mortgage loan originally held as a portfolio mortgage loan to back an MBS. Fannie Mae will notify the servicer when it does this.

The servicer must determine that all of the criteria listed in the following table are satisfied to approve a transfer of ownership.

✓	**Criteria required to approve a transfer of ownership to a creditworthy purchaser**
	The purchaser's credit and financial capacity are acceptable under Fannie Mae's current underwriting guidelines. See F-1-28, Reviewing a Transfer of Ownership for Credit and Financial Capacity for additional information.
	The mortgage insurer approves the transfer and the mortgage insurer's specified conditions are satisfied, if applicable. The servicer must follow the procedures in *Obtaining MI Approval for a Conventional Mortgage Loan* in F-1-17, Processing a Transfer of Ownership for information on obtaining mortgage insurer approval.

> **Note:** If the mortgage insurer denies the transfer or imposes conditions for approval, the servicer must inform the parties involved in the transaction of the mortgage insurer's decision as its reason for not approving the request or the imposition of conditions for approval.

Before approving a transfer of ownership for a pledged-asset mortgage loan, the servicer must determine that

the pledged asset will remain in place through the assignment of the original pledged asset or the substitution of a new asset of equivalent value. The servicer must contact its Fannie Mae Servicing Representative (see F-4-02, List of Contacts) to discuss the acceptability of a substitute asset or any other alternative the purchaser proposes.

As second lien mortgage loans are not assumable under the existing terms, if the servicer of a second lien mortgage loan is notified that a prospective purchaser wishes to assume a second lien mortgage loan, it must advise the servicer of the first lien mortgage loan, the borrower, and the proposed property purchaser that the second lien mortgage loan debt will be accelerated if the transfer takes place. This is true even if Fannie Mae holds the first lien mortgage loan and allows it to be assumed under its existing terms. If the servicer learns of the transfer after the fact, it should notify all parties that the second lien mortgage loan is in default and that steps will be taken to accelerate the debt. The servicer must then contact its Fannie Mae Servicing Representative (see F-4-02, List of Contacts) for approval of the acceleration.

If the transfer of ownership is not approved or the required eligibility criteria are not satisfied and the transfer of ownership occurs, the servicer must take all steps necessary to enforce the due-on-sale (or due-on-transfer) provision. If the funds required to satisfy the mortgage loan debt are not received after the mortgage loan is accelerated, the servicer must initiate foreclosure proceedings.

The servicer must follow the procedures in *Completing a Transfer of Ownership* in F-1-17, Processing a Transfer of Ownership for detailed requirements related to executing the assumption (or assumption and release) agreement.

The servicer must notify the applicable property insurance companies, tax authorities, and any other interested parties. If the purchaser did not provide a new property insurance policy, the servicer must request the insurer to prepare an endorsement to the existing property insurance policy to name the new borrower.

Recent Related Announcements

There are no recently issued Announcements related to this topic.

Section D1-4.3, Information Relating to Transfers of Ownership on Government Mortgage Loans

D1-4.3-01, Transfers of Ownership on FHA and VA Mortgage Loans (11/08/2017)

Introduction
This topic contains information on transfers of ownership on FHA and VA mortgage loans.

- Transfers of Ownership on FHA and VA Mortgage Loans

Transfers of Ownership on FHA and VA Mortgage Loans

The servicer must evaluate and process the transfer of ownership for an FHA or VA mortgage loan in compliance with applicable regulations and procedures. When a transfer of ownership occurs for an FHA or VA mortgage loan that is not subject to a due-on-sale provision, the servicer must notify the applicable property insurance companies, tax authorities, FHA or VA (as applicable), and any other interested parties. If the new borrower does not provide their own property insurance policy, the servicer must request the insurer to prepare an endorsement to the existing property insurance policy to name the new borrower.

The servicer must follow the procedures in *Completing a Transfer of Ownership* in F-1-17, Processing a Transfer of Ownership for detailed requirements related to executing the assumption (or assumption and release) agreement.

Recent Related Announcements

There are no recently issued Announcements related to this topic.

D1-4.3-02, Transfers of Ownership on RD Mortgage Loans (11/12/2014)

Introduction
This topic contains information on transfers of ownership on RD mortgage loans.

- Transfers of Ownership on RD Mortgage Loans

Transfers of Ownership on RD Mortgage Loans

The servicer must service RD mortgage loans in accordance with the mortgage loan instruments. If an RD mortgage loan has the due-on-sale (or due-on-transfer) provision of Fannie Mae's conventional mortgage instruments, the servicer must enforce the provision unless the transfer is one of the exempt transactions described in D1-4.1-02, Allowable Exemptions Due to the Type of Transfer.

The servicer must adhere to the requirements described in D1-4.1-05, Enforcing the Due-on-Sale (or Due-on-Transfer) Provision for accelerating the debt for an RD mortgage loan.

Recent Related Announcements

There are no recently issued Announcements related to this topic.

Chapter D1-5, Call Provision Enforcement

Introduction

This chapter contains information on call options and cross-default provisions.

D1-5-01, Call Options and Cross-Default Provisions (11/12/2014)

Introduction
This topic includes the following:

- Overview
- Call Options
- Cross-Default Provision

Overview

The servicer must maintain the integrity of Fannie Mae's rights under the mortgage loan by the appropriate enforcement of call options and cross-default provisions in the security instrument.

Call Options

When a conventional mortgage loan includes a call option provision, the servicer must contact its Fannie Mae Servicing Representative (see F-4-02, List of Contacts) 90 days before the call date to obtain Fannie Mae's decision on whether it intends to exercise its option and, if so, whether the mortgage loan must be paid in full or whether Fannie Mae is willing to refinance it.

Whenever possible, Fannie Mae will refinance the mortgage loan. If Fannie Mae decides to call a participation pool mortgage loan, the participating lender has the right to repurchase it, rather than exercise the call.

Cross-Default Provision

When a conventional first lien mortgage loan that involves a leasehold estate contains a cross-default provision and the borrower is delinquent on their lease payments, the servicer's action depends on the status of the mortgage loan, as described in the following table.

If the lease payment is delinquent and the mortgage loan is...	Then the servicer must...
current	either • advance its own funds to cure the lease default, or **Note**: The servicer may then bill the borrower for the funds it advanced. If the borrower does not repay the advance, the servicer may apply future mortgage loan payments toward the advance if the mortgage loan documents, local law, and government regulations do not prohibit it. • contact its Fannie Mae Servicing Representative (see F-4-02, List of Contacts) if it has determined that the cross-default provision should be exercised.
delinquent and the servicer has determined that the default cannot be cured	contact its Fannie Mae Servicing Representative (see F-4-02, List of Contacts) and recommend an appropriate action.

In reaching its recommendation, the servicer should consider the amount of Fannie Mae's investment in the property, the current value of the property, the nature of the real estate market in the area, and the type of MI coverage in effect. The servicer may recommend any of the following:

- purchase of the land from the leaseholder—at the purchase price stipulated in the lease (This will enable Fannie Mae to acquire both the land and the improvements through foreclosure proceedings),
- assumption of the borrower's interest in the lease estate—as long as the lease is assumable by the mortgagee without the leaseholder's consent (Fannie Mae can then acquire the improvements by foreclosing on the mortgage loan and sell the acquired property subject to assumption of the lease), or
- forfeiture of Fannie Mae's interest in the improvements to the leaseholder—as long as Fannie Mae would not incur any penalty or liability.

Recent Related Announcements

There are no recently issued Announcements related to this topic.

Chapter D1-6, Addressing Notices of Liens, Legal Action, Property Forfeitures or Seizures, or Other Actions

Introduction

This chapter contains information on addressing notices of liens, legal action, property forfeitures or seizures, or other actions.

D1-6-01, Requesting to Waive Certain Rights under the Mortgage Loan (11/12/2014)

Introduction
This topic contains information on requesting to waive certain rights under the mortgage loan.

- Requesting to Waive Certain Rights under the Mortgage Loan

Requesting to Waive Certain Rights under the Mortgage Loan

The servicer must not approve any requests that waive, release, or would result in any changes to

- the covenants or restrictions in the security instrument,
- any obligation that the borrower has under the note or security instrument,
- any of the noteholder's rights to receive certain notifications, or
- the provisions of the legal documents for a condo, PUD, or co-op project.

The servicer must refer all such requests to Fannie Mae's SF CPM division (see F-4-02, List of Contacts).

Recent Related Announcements

There are no recently issued Announcements related to this topic.

D1-6-02, Handling Notices of Liens, Legal Action, Other Actions Impacting Fannie Mae's Interest (05/10/2023)

Introduction
This topic contains information on handling notices of liens, legal action, other actions impacting Fannie Mae's interest.

- Handling Notices of Liens, Legal Action, Other Actions Impacting Fannie Mae's Interest

Handling Notices of Liens, Legal Action, Other Actions Impacting Fannie Mae's Interest

Fannie Mae reserves the right to direct and control all litigation involving a Fannie Mae mortgage loan, and the servicer and any law firm handling the litigation must cooperate fully with Fannie Mae in the prosecution,

defense, or handling of the matter. The servicer must describe Fannie Mae as "Federal National Mortgage Association ("Fannie Mae"), a corporation organized and existing under the laws of the United States of America" in legal proceedings. Fannie Mae may not be referred to as a government agency.

The servicer must not initiate legal proceedings or intervene in legal proceedings on Fannie Mae's behalf without Fannie Mae's prior written approval, with the exception of routine foreclosures, bankruptcy matters, and possessory actions for certain mortgage loans.

The servicer must take all reasonable actions to prevent new liens that would be superior to Fannie Mae's mortgage lien from being attached against the property. The servicer must refer to the Property Preservation Matrix and Reference Guide for further clarification on handling code violations, liens, condemnation, demolition, and similar issues on vacant or abandoned properties securing a delinquent mortgage loan.

From time to time, servicers may be served with a summons and complaint relating to a Fannie Mae mortgage loan (*e.g., a condemnation action, a probate proceeding, a partition action, a quiet title action, a code violation notice, a tax sale, or a subordinate loan foreclosure). The servicer is responsible for handling these types of legal actions, including retaining any legal counsel necessary to represent Fannie Mae's interests. The following table outlines the servicer's responsibilities upon receipt of notice of a legal action impacting Fannie Mae's interest.*

✓	**The servicer must...**
	Notify Fannie Mae's Single Family Legal department immediately of any non-routine litigation and certain matters requiring escalation as required in accordance with this Guide by submitting a *Non-Routine Litigation Form* (Form 20). See E-1.3-02, Reporting Non-Routine Litigation to Fannie Mae for additional information.
	Use counsel selected and engaged pursuant to Fannie Mae's requirements. See A4-2.2-01, Selecting and Retaining Law Firms for additional information. **Note:** If a legal proceeding involves allegations that would trigger Fannie Mae's right to indemnification from the servicer (*e.g.*, allegations of origination issues or servicing errors), the servicer is authorized to retain any counsel of its choice.
	Obtain excess fee approval from its Fannie Mae Servicing Representative (see F-4-02, List of Contacts) if the legal proceeding does not involve allegations that would trigger Fannie Mae's right to indemnification from the servicer.
	Instruct counsel to • notify the borrower about their responsibility for expenses when the deed of trust or mortgage loan provides for the borrower to reimburse any legal fees or costs incurred by the servicer, and • handle such matters by stipulation or any other expeditious matter that will reduce fees and costs.

✓	The servicer must...
	Notify Fannie Mae's Project Standards Team (see F-4-02, List of Contacts) if, for a condo association, co-op corporation or PUD project, the servicer is advised of any proposed action that requires the consent of a specified percentage of the mortgage loan holders in the project, the servicer must contact Fannie Mae immediately with its recommendation regarding the proposed action.

MERS Notices: If the servicer receives an electronic notice from MERS related to a mortgage loan that it services for Fannie Mae, it must take the actions listed in the following table.

✓	The servicer must...
	Take appropriate and timely action based on the notice.
	Advise MERS that it is the servicer for any notice in which the servicer is unidentified but becomes aware by checking all electronic messages on a daily basis.

The servicer of a co-op share loan must protect Fannie Mae's interest in the share loan under the terms of any recognition agreement.

Recent Related Announcements

The table below provides references to recently issued Announcements that are related to this topic.

Announcement	Issue Date
Announcement SVC-2023-03	May 10,2023

D1-6-03, Handling Property Forfeitures and Seizures (11/12/2014)

Introduction
This topic contains information on handling property forfeitures and seizures.

- Handling Property Forfeitures and Seizures

Handling Property Forfeitures and Seizures

With respect to property forfeitures and seizures, the servicer must take the actions described in the following table.

✓	**The servicer must...**
	Control and monitor all proceedings and actions related to property forfeitures and seizures.
	Maintain a detailed record of all contacts, requests, and actions taken with respect to each property.
	Ensure that all information regarding any forfeiture contacts are kept confidential and limit the number of persons having access to the information.
	Keep its Fannie Mae Servicing Representative (see F-4-02, List of Contacts) informed about the status of the mortgage loan and the property by reporting, at a minimum, the following items: • the source of any mortgage loan payments, • any default under the payment terms of the mortgage loan, • a sale or other disposition of the property, and • the amount of any property disposition proceeds.

The servicer must follow the procedures in F-1-07, Handling Property Forfeitures and Seizures for responding when contacted in regards to a property forfeiture or seizure depending on the timing of the contact. Also see D1-1-02, Evaluating a First Lien Mortgage Loan for Charge-Off and Release of Lien.

Recent Related Announcements

There are no recently issued Announcements related to this topic.

Subpart D2, Assisting a Borrower Who is Facing Default or in Default

Introduction

This subpart contains information on assisting a borrower who is facing default or in default.

Chapter D2-1, Working with a Borrower Who is Facing Default

Introduction

This chapter contains information on working with a borrower who is facing default.

D2-1-01, Determining if the Borrower's Mortgage Payment is in Imminent Default (12/12/2018)

Introduction
This topic contains the following:

- Evaluating a Borrower Facing Imminent Default
- Evaluating a Borrower for Imminent Default for Conventional Mortgage Loan Modification Eligibility
- Evaluating a Borrower for Imminent Default for Fannie Mae Short Sale or Fannie Mae Mortgage Release Eligibility

Evaluating a Borrower Facing Imminent Default

The servicer must consider available workout options when the servicer is notified or otherwise becomes aware of events or factors that are expected to cause the borrower's monthly payment to be in default within the next 90 days ("imminent default"). In determining whether a borrower's monthly payment is in imminent default, the servicer must take the actions described in the following table.

✓	**The servicer must...**
	Evaluate the borrower's financial and hardship condition. See D2-2-05, Receiving a Borrower Response Package for information on evaluating the borrower for workout options when the borrower submits a complete BRP.
	Evaluate the condition of and the circumstances affecting the property securing the mortgage loan by consulting with the borrower.

The servicer must not solicit borrowers who are current or less than 30 days delinquent for a workout option.

If the servicer determines that a borrower whose mortgage loan was less than 60 days delinquent did not qualify for any workout options, and the borrower's mortgage loan subsequently becomes 60 or more days delinquent, the servicer must continue its solicitation and collection efforts with the borrower in accordance with

D2-2, Requirements for Contacting a Borrower.

Evaluating a Borrower for Imminent Default for Conventional Mortgage Loan Modification Eligibility

For a borrower's monthly payment to be considered in imminent default for the purpose of determining eligibility for a conventional mortgage loan modification, the borrower must satisfy

- the initial eligibility criteria, and
- either the credit or hardship eligibility criteria.

The servicer must take the steps in the following table to perform the imminent default evaluation.

Step	Servicer Action	
1	Determine if all initial eligibility criteria are satisfied.	
		Initial Eligibility Criteria
		The mortgage loan is current or less than 60 days delinquent as of the evaluation date.
		The property securing the mortgage loan is occupied as a principal residence by at least one borrower.
		The borrower submits a complete BRP (see D2-2-05, Receiving a Borrower Response Package for additional information).
		The borrower's non-retirement cash reserves are less than $25,000 based on information provided in the *Mortgage Assistance Application* (Form 710), or equivalent.
		The borrower has a hardship as documented in accordance with Form 710, or equivalent. **Note:** An increased monthly P&I payment that has occurred as a result of an interest rate adjustment within the last 12 months for a previously modified mortgage loan with a step-rate feature is an acceptable hardship.

<table>
<tr><th>Step</th><th colspan="2">Servicer Action</th></tr>
<tr><td rowspan="3">2</td><td colspan="2">Determine if either the credit or hardship eligibility criteria is satisfied.</td></tr>
<tr><td>Review</td><td>Eligibility Criteria</td></tr>
<tr><td>Credit</td><td>A FICO credit score less than or equal to 620, and either
• two or more 30-day delinquencies on the mortgage loan in the six months immediately preceding the month of the evaluation, or
Note: The servicer must not consider a missed contractual payment that becomes 60 or more days delinquent as having two or more 30-day delinquencies in the six-month period immediately preceding the month of the evaluation.
• a pre-modification housing expense-to-income ratio greater than 40% calculated in accordance with the procedures in Calculating the Housing Expense-to-Income Ratio for Imminent Default for a Conventional Mortgage Loan Modification in F-1-12, Preparing to Implement a Workout Option.
Note: The FICO credit score must be no more than 90 days old as of the date of evaluation. If the servicer obtains multiple credit scores for a single borrower, it must select a representative credit score using the lower of two or the middle of three credit scores. If there are multiple borrowers, the servicer must determine the representative score for each borrower and use the lowest representative score as the credit score for the evaluation.</td></tr>
<tr><td>Hardship</td><td>The borrower has one of the following hardships as documented in accordance with Form 710, or equivalent:
• death of a borrower or death of either the primary or secondary wage earner in the household;
• long-term or permanent disability, or serious illness of a borrower, co-borrower, or dependent family member;
• divorce or legal separation;
• separation of borrowers unrelated by marriage, civil union, or similar domestic partnership under applicable law; or
• an increased monthly P&I payment occurred as result of an interest rate adjustment within the last 12 months for a mortgage loan previously modified with a step-rate feature.</td></tr>
</table>

If the servicer requests Fannie Mae's approval of a conventional mortgage loan modification through Fannie Mae's servicing solutions system and the mortgage loan is current (i.e., not delinquent or in default) and Fannie Mae declines the borrower's request, the servicer must send an *Adverse Action Notice* (Form 182) to the borrower within 30 days of receipt of Fannie Mae's decision, unless the servicer offers the borrower another retention workout option and the borrower accepts the counteroffer within the 30-day period.

While use of Form 182 is optional, it reflects the minimum level of information the servicer must communicate and illustrates a level of specificity that complies with the requirements of this *Guide.* The following table provides requirements for the adverse action notice.

✓	**The adverse action notice must include...**
	A statement that Fannie Mae, as the owner of the mortgage loan, reviewed the mortgage loan modification request.
	Fannie Mae's contact address shown as: Midtown Center 1100 15th Street, NW Washington, DC, 20005
	The reason Fannie Mae did not approve the request.
	The name and contact information of the credit reporting agency used to make the denial decision, if applicable.

When requesting Fannie Mae's approval for a mortgage loan modification for a borrower facing imminent default, the servicer must either

- include the draft adverse action notice in its submission to Fannie Mae's servicing solutions system, or
- certify it has a process to send the text pre-approved by Fannie Mae for every adverse action notice that is sent in accordance with the requirements of this *Guide.* See A4-2.1-06, Adverse Action Notification Certification for information on obtaining approval and certification.

Evaluating a Borrower for Imminent Default for Fannie Mae Short Sale or Fannie Mae Mortgage Release Eligibility

For a borrower's monthly payment to be considered in imminent default for the purpose of determining eligibility for a Fannie Mae Short Sale or a Fannie Mae Mortgage Release, the borrower must satisfy

- the initial eligibility criteria, and
- either the credit or hardship eligibility criteria.

The servicer must take the steps in the following table to perform the imminent default evaluation, unless the borrower's debt has been discharged pursuant to Chapter 7 of the U.S. bankruptcy code, in which case the servicer must evaluate the borrower for a Fannie Mae short sale in accordance with D2-3.3-01, Fannie Mae Short Sale or Fannie Mae Mortgage Release in accordance with D2-3.3-02, Fannie Mae Mortgage Release (Deed-in-Lieu of Foreclosure).

Step	Servicer Action	
1	Determine if all initial eligibility criteria are satisfied.	
	?	**Initial Eligibility Criteria**
		The mortgage loan is current or less than 60 days delinquent as of the evaluation date.
		The property securing the mortgage loan is occupied as a principal residence by at least one borrower. **Note:** If a servicemember receives a PCS order where the transfer or new employment location is greater than 50 miles one way from the property securing the mortgage loan, the property securing the mortgage loan must have been or currently be the servicemember's principal residence.
		The borrower submits a complete BRP (see D2-2-05, Receiving a Borrower Response Package for additional information).
		The borrower's non-retirement cash reserves are less than $25,000 based on information provided in the *Mortgage Assistance Application* (Form 710), or equivalent. **Note:** If a servicemember receives a PCS order where the transfer or new employment location is greater than 50 miles one way from the property securing the mortgage loan, and the property securing the mortgage loan was or currently is the servicemember's principal residence, they are exempt from the non-retirement cash reserves requirement.
		The borrower has a hardship as documented in accordance with Form 710, or equivalent.

<table>
<tr><th>Step</th><th colspan="2">Servicer Action</th></tr>
<tr><td rowspan="3">2</td><td colspan="2">Determine if either the credit or hardship eligibility is satisfied.</td></tr>
<tr><td>Review</td><td>Eligibility Criteria</td></tr>
<tr><td>Credit</td><td>A FICO credit score less than or equal to 620, and either
• two or more 30-day delinquencies on the mortgage loan in the six months immediately preceding the month of the evaluation, or
Note: The servicer must not consider a missed contractual payment that becomes 60 or more days delinquent as having two or more 30-day delinquencies in the six-month period immediately preceding the month of the evaluation.
• a housing expense-to-income ratio greater than 40% calculated in accordance with the procedures in Calculating the Housing Expense-to-Income Ratio for Imminent Default for a Fannie Mae Short Sale or Fannie Mae Mortgage Release in F-1-12, Preparing to Implement a Workout Option.
Note: The FICO credit score must be no more than 90 days old as of the date of evaluation. If the servicer obtains multiple credit scores for a single borrower, it must select a representative credit score using the lower of two or the middle of three credit scores. If there are multiple borrowers, the servicer must determine the representative score for each borrower and use the lowest representative score as the credit score for the evaluation.</td></tr>
<tr><td>Hardship</td><td>The borrower has one of the following hardships as documented in accordance with Form 710, or equivalent:
• death of a borrower or death of either the primary or secondary wage earner in the household;
• long-term or permanent disability, or serious illness of a borrower, co-borrower, or dependent family member;
• divorce or legal separation;
• separation of borrowers unrelated by marriage, civil union, or similar domestic partnership under applicable law; or
• distant employment transfer/relocation, including a PCS order, greater than 50 miles one way from the property securing the mortgage loan.</td></tr>
</table>

Recent Related Announcements

There are no recently issued Announcements related to this topic.

Chapter D2-2, Requirements for Contacting a Borrower

Introduction

This chapter contains information on requirements for contacting a borrower.

D2-2-01, Achieving Quality Right Party Contact with a Borrower (11/14/2018)

Introduction
This topic contains information on achieving quality right party contact with a borrower.

- Achieving Quality Right Party Contact with a Borrower

Achieving Quality Right Party Contact with a Borrower

QRPC is a uniform standard for communicating with the borrower, co-borrower, or a trusted advisor (collectively referred to as “borrower”) about resolution of the mortgage loan delinquency. The servicer must make every attempt to achieve QRPC. The purpose of QRPC is to

- determine the reason for the delinquency and whether it is temporary or permanent in nature,
- determine the occupancy status of the property,
- determine whether or not the borrower has the ability to repay the mortgage loan debt,
- educate the borrower on the availability of workout options, as appropriate, and
- obtain a commitment from the borrower to resolve the delinquency.

Recent Related Announcements

There are no recently issued Announcements related to this topic.

D2-2-02, Outbound Contact Attempt Requirements (11/14/2018)

Introduction
This topic contains information on outbound contact attempt requirements.

- Outbound Contact Attempt Requirements

Outbound Contact Attempt Requirements

The purpose of outbound contact attempts is to achieve QRPC as described in D2-2-01, Achieving Quality Right Party Contact with a Borrower. When communicating with the borrower, the servicer must emphasize the importance of making payments on or prior to their due dates.

The following table provides specific requirements for outbound contact attempts.

Timing of outbound contact attempts	Outbound contact attempt requirements
Days 36 through 210 of delinquency	The servicer must begin outbound contact attempts no later than the 36th day of delinquency and must continue every 7 days until one of the following outcomes is attained: • QRPC is achieved and/or the borrower adheres to any workout option agreement made with the servicer, • the delinquency is resolved, • a complete BRP is received (see D2-2-05, Receiving a Borrower Response Package for information on the requirements for a complete BRP), • the borrower has provided a promise to pay the delinquent amount by a specified date (not to exceed 30 days), or • QRPC is achieved and the borrower indicates that they are not interested in a workout option. Unless required by applicable law to continue outbound contact attempts to the delinquent borrower, the servicer must discontinue all outbound contact attempts • 60 days prior to the judicial foreclosure sale date, or • 30 days prior to a non-judicial foreclosure sale date. **Note:** The servicer is authorized to conduct outbound contact attempts prior to the 36th day of delinquency and to use its own methodology or borrower behavioral models to determine when outbound contact attempts should begin prior to the 36th day of delinquency.

Timing of outbound contact attempts	Outbound contact attempt requirements
After the 210th day of delinquency	The servicer is authorized to continue outbound contact attempts beyond the 210th day of the delinquency until one of the following outcomes is attained: • QRPC is achieved and/or the borrower adheres to any workout option agreement made with the servicer, • the delinquency is resolved, • a complete BRP is received (see D2-2-05, Receiving a Borrower Response Package for information on the requirements for a complete BRP), • the borrower has provided a promise to pay the delinquent amount by a specified date (not to exceed 30 days), or • QRPC is achieved and the borrower indicates that they are not interested in a workout option. Unless required by applicable law to continue outbound contact attempts to the delinquent borrower, the servicer must discontinue all outbound contact attempts • 60 days prior to the judicial foreclosure sale date, or • 30 days prior to a non-judicial foreclosure sale date.

Recent Related Announcements

There are no recently issued Announcements related to this topic.

D2-2-03, Sending a Payment Reminder Notice (04/12/2023)

Introduction
This topic contains information on sending a payment reminder notice.

- Sending a Payment Reminder Notice

Sending a Payment Reminder Notice

The servicer must send a payment reminder notice to the borrower no later than the 17th day of delinquency if the payment has not been received with the following exceptions:

- the mortgage loan is a second lien mortgage loan (see D2-2-09, Additional Borrower Contact Requirements for the Servicer of a Second Lien Mortgage Loan), or
- the borrower is subject to an active forbearance plan (without regard to whether the forbearance plan

provides for reduced or suspended payments).

The following table outlines the requirements for a payment reminder notice.

✓	Requirements for a payment reminder notice
	Address the borrower by name.
	State a desire to work with the borrower to preserve homeownership.
	State the amount of late charges that are due, if applicable.
	Explain that the borrower can seek assistance with household budgeting at no charge from HUD-approved housing counseling agencies that can be found on HUD.gov.
	Inform the borrower about the availability of additional educational resources on Fannie Mae's consumer website.

Recent Related Announcements

The table below provides references to recently issued Announcements that are related to this topic.

Announcements	Issue Date
Announcement SVC-2023-02	April 12, 2023
Announcement SVC-2020-03	July 15, 2020

D2-2-04, Sending a Borrower a Solicitation Package for a Workout Option (09/13/2017)

Introduction
This topic contains information on sending the borrower a Borrower Solicitation Package for a workout option.

- Sending a Borrower a Solicitation Package for a Workout Option

Sending a Borrower a Solicitation Package for a Workout Option

If at any time during the delinquency the servicer has achieved QRPC and has not obtained a resolution to the delinquency, the servicer must send the borrower a Borrower Solicitation Package, if a Borrower Solicitation Package has not previously been sent.

A Borrower Solicitation Package consists of the following documents:

- Borrower Solicitation Letter (Form 745), or equivalent; and
- Mortgage Assistance Application (Form 710), or equivalent, provided that the equivalent form requests the same financial information and documentation, hardship information, and attestations from the borrower.

> **Note:** The servicer is authorized to include *IRS IVES Request for Transcript of Tax Return (IRS IVES Form 4506-C)* in the Borrower Solicitation Package.

If the servicer has not achieved QRPC or obtained a resolution to the delinquency by the 45th day of delinquency, the servicer must send either a *Borrower Solicitation Letter* (Form 745), or equivalent, or a Borrower Solicitation Package.

> **Note:** If the servicer customizes Form 745, it must make the letter available to Fannie Mae upon request and it must retain references to the Homeowner's HOPE™ Hotline Number (1-888-995-HOPE) within the Borrower Solicitation Package.

The servicer is authorized to

- mail, fax, or electronically transmit copies of Form 745, or equivalent, and other documents associated with the Borrower Solicitation Package to a borrower; or
- permit a borrower to copy, print, or download a copy of such documents via a secure servicer-provided Internet website.

See Selling Guide A2-4.1-03, Electronic Records, Signatures, and Transactions for information on electronic record requirements.

Recent Related Announcements

There are no recently issued Announcements related to this topic.

D2-2-05, Receiving a Borrower Response Package (06/09/2021)

Introduction
This topic contains the following:

- Determining Whether a Borrower Response Package is Complete

- Acknowledging Receipt of a Borrower Response Package
- Sending a Notice of Incomplete Information
- Sending a Notice of Decision on a Workout Option
- Receipt of a Borrower Response Package after Referral to Foreclosure

Determining Whether a Borrower Response Package is Complete

Unless a borrower or co-borrower is deceased or divorced, all parties whose income was used to qualify for the original mortgage loan and who signed the mortgage loan note must submit the items required for a complete BRP. The following table lists the documentation that the servicer must obtain for a BRP to be complete, as required in *Mortgage Assistance Application* (Form 710).

✓	**Items required for a complete BRP**
	Form 710, or equivalent, that is completed in its entirety.

✓	Items required for a complete BRP
	Income documentation as outlined in Form 710 based on income type. Income documentation must be no more than 90 days old as of the date the servicer first determines that the borrower submitted a complete BRP or at the time of a subsequent evaluation for another workout option. **Non-borrower income:** The servicer may include income of a non-borrower who contributes to the mortgage loan payment in monthly gross income if the income is voluntarily provided by the borrower, is documented and verified by the servicer using the same standards used for verifying a borrower's income, and if • the servicer verifies that the non-borrower occupies the subject property as a principal residence based on a review of the credit report or any other available document; and • there is documentary evidence to support that the income has been, and reasonably can continue to be, relied upon to support the mortgage loan payment. The servicer must not consider the expenses of a non-borrower household member and may only consider the amount of the non-borrower's income that they routinely contribute to the household. **Non-taxable income:** When the borrower's income is non-taxable, and the income and its tax-exempt status are likely to continue, the servicer must develop an "adjusted gross income" by adding an amount equivalent to 25% of the non-taxable income to the borrower's income. If the servicer can determine that the actual amount of federal and state taxes is more than 25% of the borrower's non-taxable income, the servicer is authorized to use that amount to develop the adjusted gross income. Income documented by bank statements: When the borrower's income is documented by bank statements, the servicer must develop an adjusted gross income by adding an amount equivalent to 25% of the amount documented by the bank statements. If the servicer can determine that the actual amount of federal and state taxes is more than 25% of the borrower's income documented by bank statements, the servicer is authorized to use that amount to verify the borrower's income. **Note**: If a borrower has been impacted by a disaster (see D1-3, Providing Assistance to a Borrower Impacted by a Disaster Event), income documentation must be equal to or less than 180 days old at the time of the post-disaster evaluation for a workout option, and the evaluation must occur prior to the expiration of any forbearance period granted to the borrower affected by a disaster.
	Hardship documentation as outlined in Form 710 based on hardship type.

✓	Items required for a complete BRP
	The *IRS IVES Request for Transcript of Tax Return* (IRS IVES Form 4506-C) signed by the borrower under the following circumstances: • to reconcile inconsistencies between other information the borrower provided (e.g., information the borrower provided in the Form 710) and the income documentation; or • if Fannie Mae requests it. **Note**: The servicer is authorized to obtain the 4506-C signed by the borrower in the instance the borrower is self-employed, and they do not provide the documentation that is outlined in the Form 710. If the IRS IVES Request for Transcript of Tax Return (IRS IVES Form 4506-C) is required, the servicer must follow the procedures in *Processing the IRS IVES Form 4506-C* in F-1-12, Preparing to Implement a Workout Option for processing the IRS IVES Form 4506-C.

The servicer is authorized to

- permit the borrower to complete, sign, and fax or email the documents required for a complete BRP to the servicer in accordance with applicable law;
- provide a secure means of access through which a borrower may prepare and electronically deliver the documents required for a complete BRP to the servicer; or
- use a third-party verification vendor to verify income and asset information the borrower provided in the Form 710 as long as the servicer
    - complies with the requirements in this Guide, including but not limited to, the policies outlined in
        - *Overview of General Servicer Duties and Responsibilities* in A2-1-01, General Servicer Duties and Responsibilities; and
        - *Establishing Written Policies or Procedures* and *Quality Control Requirements* in A4-1-01, Staffing, Training, Procedures, and Quality Control Requirements;
    - understands it will be held accountable for the security, accuracy, and integrity of the information obtained from the third-party verification vendor;
    - obtains legal authorization from the borrower to use this verification method; and
    - retains all verification reports received from the third-party verification vendor in the loan file.

> **Note:** The servicer must supplement the verification report by obtaining any missing information, or any information necessary to address inconsistencies, from the borrower.

See *Selling Guide* A2-4.1-03, Electronic Records, Signatures, and Transactions for additional information.

If the servicer determines that any special documentation is required to support information provided by the borrower, it must contact its Fannie Mae Servicing Representative (see F-4-02, List of Contacts).

A BRP is not considered complete if the borrower submits Form 710, or equivalent, that is

- only partially completed,
- not accompanied by all required income and hardship documentation, or
- not accompanied by an executed IRS IVES Form 4506-C under the circumstances described in this section

above.

When a borrower is in an active Chapter 7 or Chapter 13 bankruptcy, the servicer is authorized to

- accept a copy of the bankruptcy schedule(s) in lieu of Form 710, provided that the schedule(s) is not more than 90 days old on the date the servicer receives the schedule(s);
- accept tax returns, if returns are required to be filed; and
- use this information, along with any required income and hardship documentation as specified in Form 710, to determine borrower eligibility for workout options.

Acknowledging Receipt of a Borrower Response Package

Within five business days, the servicer must acknowledge its receipt of a BRP to the borrower in writing, and must indicate whether the BRP is complete or incomplete. The acknowledgment must include the items listed in the following table.

✓	**The acknowledgment must include...**
	A statement indicating whether the BRP is complete or incomplete; and if complete, providing any other information required by applicable law. The servicer's evaluation process and response time frame.
	An explanation of the foreclosure process, including that • the foreclosure process may continue, and • foreclosure referral will not occur if the servicer is reviewing a complete BRP or if the servicer extends an offer for a home retention workout option and the borrower's response time for acceptance has not expired.

In addition, for borrowers who submit a complete BRP 37 days or less prior to a scheduled foreclosure sale, the servicer must submit an explanation of the servicer's plans for evaluating the borrower for a workout option and suspending the foreclosure sale, if appropriate.

Sending a Notice of Incomplete Information

The servicer must send an Incomplete Information Notice including the items listed in the following table to the borrower no later than 5 business days from receipt of documentation from the borrower if the servicer determines that documentation is missing.

✓	The Incomplete Information Notice must include...
	A list of missing documents or information needed to begin an evaluation of the borrower for a workout option.
	A toll-free number for the borrower to contact the servicer if the borrower has any questions.
	A reference to the HUD website for HUD-approved counselors as a resource available to help the borrower complete the package.
	A reminder that failure to submit all the required documentation or information may result in ineligibility for a workout option and the foreclosure proceedings will continue, including referral to foreclosure if the mortgage loan was not previously referred.
	A statement that depending on the timing of when the necessary information or documentation is received, there is no guarantee of an evaluation for a workout option and suspension of foreclosure proceedings.

If the BRP is incomplete, the servicer is authorized to combine the Incomplete Information Notice with the acknowledgment of its receipt of the BRP.

The servicer is authorized, but not required, to send an Incomplete Information Notice to a borrower who submits incomplete documentation 37 days or less prior to a scheduled foreclosure sale. The servicer is strongly encouraged to work with borrowers who submit incomplete documentation 37 days or less prior to a scheduled foreclosure sale to obtain a complete BRP and expedite a decision.

The servicer must continue to attempt to obtain missing documentation using outbound contact methods as described in D2-2-02, Outbound Contact Attempt Requirements.

Sending a Notice of Decision on a Workout Option

The servicer must review and evaluate a complete BRP and communicate a decision to the borrower by sending an Evaluation Notice, or equivalent, within five days after making the decision, but no later than 30 days following the receipt of a complete BRP. See E-3.4-01, Suspending Foreclosure Proceedings for Workout Negotiations for evaluation requirements during foreclosure proceedings.

While use of an Evaluation Notice is optional, it reflects a minimum level of information that the servicer must communicate and illustrates a level of specificity that complies with the requirements of this Guide. The following table provides the requirements for the Evaluation Notice.

✓	**The *Evaluation Notice* must...**
	Be written in clear, concise language.
	Identify whether the borrower is receiving an offer of a workout option and, if so, the decision for the workout option that is being offered to the borrower.
	Provide the steps the borrower must take to participate in or accept any offer.
	Provide a 14-day time frame for the borrower to accept or decline the workout option or inform the servicer of the borrower's intent to accept the workout option, if applicable.
	Include all other disclosures required by applicable law.

An acceptance by the borrower of a workout option may be in the form of verbal or written communication, or receipt of a payment, if applicable. The type of acceptance may vary based on the status of the foreclosure action of the mortgage loan.

Receipt of a Borrower Response Package after Referral to Foreclosure

If a mortgage loan has been referred to foreclosure prior to receipt of a complete BRP and a complete BRP is subsequently received, see E-3.4-01, Suspending Foreclosure Proceedings for Workout Negotiations for the requirements for reviewing and evaluating a BRP.

Recent Related Announcements

The table below provides references to recently issued Announcements that are related to this topic.

Announcements	Issue Date
Announcement SVC-2021-03	June 9, 2021

D2-2-06, Sending a Breach or Acceleration Letter (11/14/2018)

Introduction
This topic contains the following:

- Requirements for Conventional Mortgage Loans
- Requirements for Government Mortgage Loans

Requirements for Conventional Mortgage Loans

The servicer must issue the breach or acceleration letter as described in the following table.

If the property securing a first lien mortgage loan is...	Then the servicer must issue the breach or acceleration letter...
not vacant or abandoned	no later than the 75th day of delinquency.
vacant or abandoned and the mortgage loan is greater than 30 days delinquent	within 10 days from the determination of vacancy but no later than the 75th day of delinquency.

Unless the servicer is able to contact the delinquent borrower and is discussing some type of workout option, the servicer must refer the mortgage loan to foreclosure upon expiration of the breach or acceleration letter. See E-1.2-02, Timing of the Foreclosure Referral for Mortgage Loans Generally for the timing and requirements for referring the mortgage loan to foreclosure.

The following table lists the requirements for the content of the breach or acceleration letter.

✓	The breach or acceleration letter must clearly explain...
	The exact nature of the breach (for example, a default in payments).
	The action required to cure the breach.
	The date by which the breach must be cured.
	The possibility that a deficiency judgment might be pursued if the foreclosure proceedings are undertaken, if applicable.

Requirements for Government Mortgage Loans

For FHA and VA mortgage loans, the servicer must follow applicable FHA and VA guidelines.

Recent Related Announcements

There are no recently issued Announcements related to this topic.

D2-2-07, Resolving an Appeal of a Mortgage Loan Modification Trial Period Plan Denial for a Principal Residence (05/10/2017)

Introduction
This topic contains information on resolving an appeal of a mortgage loan modification Trial Period Plan denial for a principal residence only.

- Resolving an Appeal of a Mortgage Loan Modification Trial Period Plan Denial for a Principal Residence

Resolving an Appeal of a Mortgage Loan Modification Trial Period Plan Denial for a Principal Residence

For information on identifying an appeal of the denial of a mortgage loan modification Trial Period Plan, see *Establishing Written Policies or Procedures* in A4-1-01, Staffing, Training, Procedures, and Quality Control Requirements. The servicer must confirm that an appeal in connection with a complete BRP that satisfies these requirements is a written request for an appeal that includes the following:

- borrower's name,
- property address, and
- mortgage loan number.

In order for the borrower to be eligible for an appeal of a denial of a mortgage loan modification Trial Period Plan, the following conditions must be met:

- the mortgage loan must be secured by a principal residence, and
- the borrower must have submitted a complete BRP 90 days or more before a scheduled foreclosure sale date, or the foreclosure sale date is unknown.

The appeal requirements do not apply if the borrower previously submitted a complete BRP and the mortgage loan has been delinquent at all times since submitting the prior complete BRP, as authorized by applicable law.

The servicer must inform the borrower that they may submit any supporting documentation and specific appeal reason at the time the servicer is notified of the appeal.

The servicer must provide written notice of the appeal decision within 30 days of receipt of the borrower's appeal. The following table describes the servicer's requirements for handling an appeal depending upon when the appeal is received.

If the servicer receives…	Then the servicer…
the borrower's appeal within the 14-day appeal period and any new information	must evaluate the appeal and accept any new information submitted by the borrower within this time frame as part of the independent appeal review.
the borrower's appeal within the 14-day appeal period, but the servicer receives any new information or documentation after the 14-day appeal period but before the appeal decision is issued	is authorized to • complete the review with any new information or documentation provided by the borrower as part of the appeals process; or • treat the request along with any additional information as part of a new complete BRP and review the complete BRP in accordance with D2-2, Requirements for Contacting a Borrower and E-3, Managing Foreclosure Proceedings.
the borrower's appeal after the 14-day appeal period	

The servicer must not require that the borrower accept any initial offer for a workout option prior to resolution of the appeal.

The following table describes the servicer's requirements after review of an appeal if the servicer determines that the borrower was eligible for a mortgage loan modification Trial Period Plan for which the borrower was previously denied.

✓	The servicer must…
	Send the borrower an offer for such a Trial Period Plan for which the borrower was initially denied.
	Provide the borrower 14 days from the date of the servicer's appeal decision notice to indicate their intent to accept either the new offer or the initial offer, provided that the borrower continues to be eligible for the initial offer, in accordance with *Sending a Notice of Decision on a Workout Option* in D2-2-05, Receiving a Borrower Response Package.

If the borrower waits to accept the initial offer until after receiving the appeal decision, the servicer must take the actions in the following table.

✓	The servicer must…
	Determine whether the borrower continues to be eligible for the initial offer without considering any accrued amounts.

✓	The servicer must...
	Adjust the due dates of the initial offer, as applicable, accordingly.

The servicer must adjust the payment amount in instances where additional amounts have accrued and/or the due dates of the initial offer have changed because the borrower was awaiting the outcome of the appeal decision by taking the actions in the following table.

✓	The servicer must...
	Adjust the payment amount of the initial offer. **Note**: For Trial Period Plans, the servicer is authorized to adjust the payment amount at the beginning of the Trial Period Plan or after the borrower's successful completion of the Trial Period Plan.
	Use the same approach to adjusting the payment amount consistently on all mortgage loans it services for Fannie Mae.
	Reissue the initial offer to reflect any adjusted dates and/or payment amounts.

If the borrower waits to accept the initial offer until after receiving the appeal decision, the first payment due date of any resulting mortgage loan modification Trial Period Plan offer, and the revised first payment due date for the initial offer, as applicable, is based on when the appeals decision is sent by the servicer to the borrower, as described in the following table.

If the servicer sends the appeal decision...	Then the Trial Period Plan effective date and the due date of the first Trial Period Plan payment is...
on or before the 15th of the month	the first day of the next month.
after the 15th of the month	the first day of the month after the next month.

The servicer's appeal decision is final and not subject to further appeal. The servicer must make information related to the appeals process available to Fannie Mae upon request.

Recent Related Announcements

There are no recently issued Announcements related to this topic.

D2-2-08, Interviewing Face-to-Face with a Borrower for Certain FHA and HUD Mortgage Loans (11/12/2014)

Introduction
This topic contains information on interviewing face-to-face with a borrower for certain FHA and HUD mortgage loans.

- Interviewing Face-to-Face with a Borrower for Certain FHA and HUD Mortgage Loans

Interviewing Face-to-Face with a Borrower for Certain FHA and HUD Mortgage Loans

The servicer must schedule, or attempt to schedule, a face-to-face interview with the borrower in accordance with applicable HUD servicing guidelines for the following types of mortgage loans:

- FHA Section 248 first lien mortgage loans, and
- HUD-guaranteed Section 184 mortgage loans.

Recent Related Announcements

There are no recently issued Announcements related to this topic.

D2-2-09, Additional Borrower Contact Requirements for the Servicer of a Second Lien Mortgage Loan (12/16/2015)

Introduction
This topic contains the following:

- Sending a Payment Reminder Notice
- Contacting the Servicer of the First Lien Mortgage Loan
- Sending a Breach or Acceleration Letter

Sending a Payment Reminder Notice

The servicer of a second lien mortgage loan must mail a payment reminder notice immediately after the due date of the first unpaid installment to inform the borrower that a late charge will be assessed if the payment is not received by a specified date. If the payment is not received by the date specified, the servicer must send

the borrower a *Borrower Solicitation Letter* (Form 745), or equivalent, stating the amount of late charges due.

Contacting the Servicer of the First Lien Mortgage Loan

The servicer of a second lien mortgage loan must contact the servicer of the first lien mortgage loan if it has not heard from the borrower by the 17th day of delinquency to determine

- the status of the first lien mortgage loan, and
- any action that the first lien mortgage loan servicer is contemplating.

Sending a Breach or Acceleration Letter

The servicer of a conventional second lien mortgage loan must send the borrower a breach or acceleration letter at least 30 days before foreclosure proceedings begin.

When the servicer has information that the property has been abandoned or that the borrower has displayed an obvious lack of concern for the mortgage loan obligation, the breach or acceleration letter must be sent at the earliest possible date, but no later than the 45th day of delinquency.

Recent Related Announcements

There are no recently issued Announcements related to this topic.

D2-2-10, Requirements for Performing Property Inspections (05/10/2023)

Introduction
This topic contains the following:

- Inspecting a Property Securing a Delinquent Mortgage Loan
- Inspecting and Repairing a Property in Disrepair
- Inspecting and Protecting a Vacant or Abandoned Property

Inspecting a Property Securing a Delinquent Mortgage Loan

The servicer must order a property inspection on or after the 90th day of delinquency and complete the property inspection no later than the 120th day of delinquency for all delinquent mortgage loans and continue inspecting every calendar month as long as the mortgage loan remains 90 or more days delinquent until the foreclosure sale, the execution of a Mortgage Release, or the mortgage loan becomes current unless otherwise noted in this *Servicing Guide*.

However, the servicer must not complete a property inspection every calendar month when the mortgage loan is 90 or more days delinquent if

- the property is borrower/tenant occupied, and
- one of the following has occurred:
  - QRPC has been established within the last 30 days,
  - a full payment has been received within the last 30 days,
  - a workout option has been approved and the borrower is performing under the plan, or
  - the borrower is performing under the applicable bankruptcy plan.

The servicer must use a Property Inspection Report (Form 30) or its own form that provides equivalent information to document the property inspection. When a property inspection is required every calendar month, the property inspections must occur between 20 and 35 days apart. However, the servicer must complete more frequent property inspections when necessary (for example, when required by local ordinance or based on property condition). If extenuating circumstances cause inspection delays, the servicer must document efforts to conduct timely inspection and the reason for any exception in the mortgage loan file.

The servicer must complete a final property inspection within 35 days prior to the foreclosure sale, or in applicable foreclosure actions where there is no foreclosure sale and title is transferred by court order, the estimated court order docket date (if known). See E-3.3-03, Inspecting Properties Prior to Foreclosure Sale for additional information.

The following table outlines the type of inspection the servicer must perform depending on the occupancy status.

If...	Then the servicer must complete...
the property is vacant or abandoned	an interior inspection as allowed by applicable law
the occupancy status of the property is • unknown, or • occupied (whether by borrower(s), tenant(s), or unknown occupant(s))	an exterior inspection

The servicer is authorized to consider a curbside (drive-by) inspection as an exterior inspection only in the following circumstances:

- if there are legal constraints due to compliance with applicable law including active bankruptcy, or
- if there is potential danger to the inspector.

The servicer must maintain and make any checklists or other documentation relied upon to determine the occupancy status of a property available to Fannie Mae upon request. Fannie Mae reserves the right to require

- revisions to the checklists,
- the use of a prescribed form of checklist, or
- affidavits of vacancy where necessary or appropriate to evidence the vacancy status.

See A4-2.1-02, Property Inspection Vendor Management and Oversight for information on property inspection vendor management.

The servicer must follow the procedures in Reimbursement for Property Inspections and Property Preservation Expenses in F-1-05, Expense Reimbursement for requesting reimbursement of property inspection fees.

The servicer of a second lien mortgage loan must complete a property inspection of the property securing the mortgage loan by the earlier of

- the date that it initiates foreclosure proceedings, or
- the 120th day of delinquency.

Inspecting and Repairing a Property in Disrepair

When the servicer learns of any condition detrimental to the value of the property or the need for urgent repairs, the servicer must remind the borrower of their obligation to maintain the property and take the action described in the following table depending on the borrower's action. (For disaster-impacted properties, see D1-3-01, Evaluating the Impact of a Disaster Event and Assisting a Borrower).

If the borrower...	Then the servicer...
agrees to arrange for the necessary repairs and has the financial resources to do so	must follow up until the repairs have been completed.
is willing to make the repairs, but is unable to do so	is authorized to ask Fannie Mae to advance the necessary funds by requesting expense reimbursement if the mortgage loan is either • a whole mortgage loan, • a participation pool mortgage loan, or • an MBS mortgage loan serviced under the special servicing option. **Note:** Appropriate arrangements should be made for the borrower to repay the advance.

<table>
<tr><th>If the borrower...</th><th colspan="2">Then the servicer...</th></tr>
<tr><td rowspan="4">refuses to make repairs of an emergency nature or to allow the servicer to have such repairs made</td><td colspan="2">must adhere to the following requirements.</td></tr>
<tr><td>If the mortgage loan...</td><td>Then the servicer must...</td></tr>
<tr><td>is current and/or the property is occupied</td><td>determine if inspections are necessary and whether it should pursue other actions, such as legal action, to have emergency repairs made. For non-routine litigation matters, the servicer must notify Fannie Mae's Legal Department by submitting a Non-Routine Litigation Form (Form 20).</td></tr>
<tr><td>is or becomes delinquent and the servicer determines the property is vacant</td><td>follow the requirements for inspecting, securing, and repairing vacant properties and securing delinquent mortgage loans set forth in Inspecting and Protecting a Vacant or Abandoned Property and the Property Preservation Matrix and Reference Guide.</td></tr>
</table>

Before the servicer of a second lien mortgage loan conducts a property inspection, it must contact the first lien mortgage loan servicer to determine when the property was last inspected to avoid a potential duplication of effort. If the servicer conducts a property inspection, it must notify the first lien mortgage loan servicer of the results of the property inspection and the borrower's plans regarding any needed repairs. The following table describes the action that the servicer of a second lien mortgage loan must take depending on the borrower's action.

If the borrower...	Then the servicer...
agrees to arrange for the necessary repairs	must follow up until the repairs have been completed.

If the borrower...	Then the servicer...
refuses to make the necessary repairs	must determine what action the first lien mortgage loan servicer intends to take. If the first lien mortgage loan servicer does not intend to take any action to repair the property, the servicer must contact its Fannie Mae Servicing Representative (see F-4-02, List of Contacts).

The servicer must follow the procedures in *General Expense Reimbursement Requirements* in F-1-05, Expense Reimbursement for advancing funds to make repairs and requesting reimbursement.

Inspecting and Protecting a Vacant or Abandoned Property

The servicer must inspect a property as soon as possible after it becomes aware of the possibility that the property may be vacant or abandoned.

When the servicer determines the property is vacant, the servicer must take the actions listed in the following table.

✓	The servicer must...
	Make immediate arrangements to protect the property from vandalism and the elements to the extent that local laws allow such action. See *Overview of General Servicer Duties and Responsibilities* in A2-1-01, General Servicer Duties and Responsibilities and the Property Preservation Matrix and Reference Guide for additional information.
	Attempt to locate the borrower to determine the reason for the vacancy.
	Contact any other lienholders to determine if any action has been taken and their intentions.
	Notify the property insurance carrier about the vacancy to ensure that appropriate insurance coverage is being maintained.

The following table describes the servicer's next steps depending on the mortgage loan status if the property inspection confirms that the property is vacant.

If the property inspection confirms that the property is vacant and the mortgage loan is...	Then the servicer must...
delinquent	complete a property inspection every calendar month as long as the mortgage loan remains 90 or more days delinquent without regard to whether QRPC, as described in D2-2-01, Achieving Quality Right Party Contact with a Borrower, has been established.
not delinquent	summarize its attempts to locate the borrower and its discussions with any other lienholders and submit a recommendation for further action to its Fannie Mae Servicing Representative (see F-4-02, List of Contacts).

The servicer must obtain a signed copy of the inspection report that first reported the vacancy, in which the person who completed the inspection certifies that they personally went to the property location and that the property is vacant.

An electronic signature is acceptable when obtaining a signed copy of the inspection report. See *Selling Guide* A2-4.1-03, Electronic Records, Signatures, and Transactions for additional information.

If a property is subsequently inspected and remains vacant, the continued vacancy status must be documented on the checklist or other document evidencing notes of the inspection, but no additional signature is required. If a property previously reported to be vacant becomes occupied, a new signed inspection report is required if the property becomes vacant.

Once the servicer has confirmed the property is abandoned, the servicer must complete an interior inspection every calendar month until the foreclosure sale date, or in applicable foreclosure actions where there is no foreclosure sale and title is transferred by court order, the date the court's order is entered on the docket. Interior inspections may be conducted simultaneously with other required property inspections.

Recent Related Announcements

The table below provides references to recently issued Announcements that are related to this topic.

Announcements	Issue Date
Announcement SVC-2023-03	May 10, 2023
Announcement SVC-2021-08	November 17, 2021
Announcement SVC-2019-02	April 10, 2019

Chapter D2-3, Fannie Mae's Home Retention and Liquidation Workout Options

Introduction

This chapter contains information on Fannie Mae's home retention and liquidation workout options.

Section D2-3.1, Preparing to Implement a Home Retention or Liquidation Workout Option

D2-3.1-01, Determining the Appropriate Workout Option (11/12/2014)

Introduction
This topic contains the following:

- Evaluating the Mortgage Loan for Workout Options
- Evaluating a Borrower for Workout Options
- Considering Refinancing a First and Second Lien Mortgage Loan

Evaluating the Mortgage Loan for Workout Options

The servicer must be familiar with the terms and eligibility requirements of each of the workout options available to help borrowers when the mortgage loan becomes delinquent or when the borrower's monthly payment is in imminent default, as they may differ depending on whether the mortgage loan is in an MBS pool, including PFP mortgage loans, or in Fannie Mae's portfolio.

The servicer must consider Fannie Mae's workout options for the following conventional mortgage loans:

- those held in Fannie Mae's portfolio,
- those purchased for Fannie Mae's portfolio but that are subsequently sold to back an MBS pool PFP, and
- those originally delivered as part of an MBS pool serviced under the special servicing option or shared-risk special servicing option MBS mortgage loans for which Fannie Mae markets the acquired property.

When the servicer uses Fannie Mae's workout options for any mortgage loan other than those described

previously, Fannie Mae will not be responsible for any losses or expenses the servicer incurs and will not pay the incentive fees it usually pays for certain workout options.

For government mortgage loans, the servicer must offer the specific workout options that the mortgage insurer or guarantor makes available.

The servicer must see the F-2-02, Incentive Fees for Workout Options for information on the applicable incentive fees associated with a workout option, and must follow the procedures in F-1-18, Processing a Workout Incentive Fee for processing incentive fees.

If the eligibility criteria for a particular workout option are not satisfied but the servicer determines that there are acceptable mitigating circumstances, it must submit a request to Fannie Mae for review.

Evaluating a Borrower for Workout Options

See F-2-10, Fannie Mae's Workout Hierarchy for evaluating a borrower for workout options. The servicer must analyze each case carefully before determining which workout option is most appropriate. To ensure that the final workout option agreed upon is realistic, the servicer must consider the borrower's financial condition, except as otherwise authorized under this Guide. See D2-2-05, Receiving a Borrower Response Package for information on evaluating the borrower for workout options.

The following table provides the requirements if the servicer has information that the borrower should be evaluated for workout options.

✓	**The servicer must...**
	Explain to the borrower Fannie Mae's workout options and the borrower's responsibilities under each.
	Obtain a complete BRP, unless stated otherwise in this Guide, to determine the most appropriate workout option. See D2-2-04, Sending a Borrower a Solicitation Package for a Workout Option and D2-2-05, Receiving a Borrower Response Package for the requirements for sending a Borrower Solicitation Package and evaluating the borrower for workout options.
	Stress the consequences of not meeting the terms of a workout option.

The servicer must not require the borrower to make an upfront cash contribution to be considered for a workout option.

Considering Refinancing a First and Second Lien Mortgage Loan

When Fannie Mae's mortgage loan is in the second lien position and both the first and second lien mortgage loans need to be modified, it may be more appropriate to consider consolidating and refinancing the total debt.

The servicer must submit to Fannie Mae for prior approval any proposals to consolidate and refinance the existing debt in lieu of modifying the outstanding mortgage loans.

Recent Related Announcements

There are no recently issued Announcements related to this topic.

D2-3.1-02, Conditions of a First and Second Lien Mortgage Loan Modification for an MBS Mortgage Loan (01/20/2021)

- Conditions of a First and Second Lien Mortgage Loan Modification for an MBS Mortgage Loan

Conditions of a First and Second Lien Mortgage Loan Modification for an MBS Mortgage Loan

The servicer must not modify a mortgage loan while it is in an MBS pool (including PFP mortgage loans). Performing MBS mortgage loans are ineligible for purchase from the related MBS pool for the purpose of modifying the mortgage loan term, interest rate, UPB, or other major characteristic(s) of the mortgage loan. However, if a special servicing option mortgage loan has been in a continuous state of delinquency for four consecutive monthly payment due dates (or at least eight consecutive payment due dates in the case of a biweekly mortgage loan) without a full cure of the delinquency during that period, then the mortgage loan may be modified after it is removed from the MBS pool.

The servicer must ensure that the mortgage loan modification is not implemented if the required Trial Period Plan payments are not made in accordance with the applicable mortgage loan modification workout option, since the preconditions to make the mortgage loan modification effective have not been satisfied. The servicer must ensure that a mortgage loan modification does not become effective while it remains in an MBS pool.

The mortgage loan modification agreement must be executed after the mortgage loan has been removed from any MBS pool and reclassified as a Fannie Mae portfolio mortgage loan, and must reflect the actual date of the servicer's execution. The servicer must follow the procedures in Reclassifying or Voluntary Repurchasing an MBS Mortgage Loan *for a Mortgage Loan Modification* in F-1-25, Reclassifying or Voluntary Repurchasing an MBS Mortgage Loan to reclassify or voluntary repurchase, as applicable, the mortgage loan.

The following table describes the requirements for removal of a mortgage loan from an MBS pool for the purpose of modifying the mortgage loan once the preconditions to make the mortgage loan modification effective have been satisfied.

If the mortgage loan is...	Then the mortgage loan must be...
a regular servicing option mortgage loan or a shared-risk special servicing option mortgage loan for which the servicer's shared risk liability has not expired	purchased by the servicer from the MBS pool.
a special servicing option mortgage loan or a shared-risk special servicing option mortgage loan for which Fannie Mae markets the acquired property	reclassified through Fannie Mae's standard reclassification process.

> **Note**: For an MBS mortgage loan that is not subject to Fannie Mae's automatic reclassification process, the servicer must request reclassification or a voluntary repurchase through Fannie Mae's servicing solutions system.

Regular servicing option MBS mortgage loans, and shared-risk special servicing option MBS mortgage loans for which the servicer's shared risk liability has not expired, that have been removed from an MBS pool, and have been modified are not eligible for redelivery to Fannie Mae unless Fannie Mae agrees otherwise.

If the servicer determines that a mortgage loan modification is the appropriate workout option for an MBS mortgage loan with a pool issue date on or after January 1, 2009, and that the extraordinary circumstances relating to the mortgage loan justify the earlier removal of the mortgage loan from the MBS pool, it must request Fannie Mae's prior written approval to remove a mortgage loan that has only one monthly payment delinquent if the delinquency has not been fully cured on or before the next payment date.

See A1-3-06, Automatic Reclassification of MBS Mortgage Loans for additional information on the reclassification and removal of MBS mortgage loans.

Recent Related Announcements

The table below provides references to recently issued Announcements that are related to this topic.

Announcements	Issue Date
Announcement SVC-2021-01	January 20, 2021

D2-3.1-03, Working with a Borrower that has a Group Home Mortgage Loan (11/12/2014)

Introduction
This topic contains information on working with a borrower that has a group home mortgage loan.

- Working with a Borrower that has a Group Home Mortgage Loan

Working with a Borrower that has a Group Home Mortgage Loan

The servicer of a mortgage loan where the property securing the mortgage loan serves as a group home must

- work with the borrower and the funding agency to resolve a serious delinquency; and
- devote additional resources to foreclosure prevention efforts when the group home that secures a delinquent mortgage loan is still being occupied by disabled tenants and, if appropriate, delay the initiation of foreclosure.

Recent Related Announcements

There are no recently issued Announcements related to this topic.

D2-3.1-04, Offering a Workout Option When Also Servicing a Subordinate Lien Mortgage Loan (09/09/2020)

Introduction
This topic contains information on offering a workout option when also servicing a subordinate lien mortgage loan.

- Offering a Workout Option When Also Servicing a Subordinate Lien Mortgage Loan

Offering a Workout Option When Also Servicing a Subordinate Lien Mortgage Loan

If the servicer of a first lien mortgage loan owned or securitized by Fannie Mae also services a subordinate lien mortgage loan for the same property, either for themselves or another investor, and the servicer determines that the borrower is eligible for a workout option relating to the first lien mortgage loan, the offer to accept the workout option must not be contingent upon the borrower making payments on or bringing current the subordinate lien mortgage loan.

Fannie Mae recognizes that it may be necessary for the servicer to make a payment to a subordinate lienholder in certain instances. The servicer must obtain Fannie Mae's prior written approval to make payment to a subordinate lienholder when the servicer determines that a payment deferral or a mortgage loan modification is the appropriate workout option for a borrower. See *Allowable Payments to Subordinate Lienholders* in D2-3.3-01, Fannie Mae Short Sale and in D2-3.3-02, Fannie Mae Mortgage Release (Deed-in-Lieu of Foreclosure) for additional information on payments to subordinate lienholders for short sales and Mortgage Releases.

Recent Related Announcements

The table below provides references to recently issued Announcements that are related to this topic.

Announcements	Issue Date
Announcement SVC-2020-04	September 9, 2020

D2-3.1-05, Interacting with Mortgage Assistance Fund Program Providers (10/12/2022)

The following table lists the servicer's responsibilities with regard to handling funds provided on behalf of a borrower from a state or local government mortgage assistance fund program, such as those administered by an HFA or other designee.

✓	**The servicer must…**
	Accept such funds on behalf of a borrower (i.e., treat as borrower-paid funds) provided that application of such funds does not impair Fannie Mae's interests in the mortgage loan.
	Apply funds in accordance with • C-1.1-01, Servicer Responsibilities for Processing Mortgage Loan Payments • C-1.1-02, Processing Payment Shortages or Funds Received When a Mortgage Loan Modification Is Pending • C-1.2-01, Processing Additional Principal Payments
	Provide the necessary mortgage loan information to the mortgage assistance fund program provider and the eligible borrower to enable their participation in the program.
	Not deny or delay consideration of a borrower for a workout option pending approval for mortgage assistance.
	Cancel an active forbearance plan, an active repayment plan, or a payment deferral that has not yet been completed if the mortgage loan is fully reinstated as a result of mortgage assistance funds.

	Contact Fannie Mae's SFCPM Division (see F-4-02, List of Contacts) immediately if application of mortgage assistance funds fully reinstate the mortgage loan during an active mortgage loan modification Trial Period Plan to obtain Fannie Mae's assistance with appropriately completing the mortgage loan modification, including satisfying any conditions related to MBS trust requirements.
	Evaluate the borrower for a retention workout option in accordance with Chapter D2-3, Fannie Mae's Home Retention and Liquidation Workout Options if the borrower requests additional assistance after the mortgage loan has been fully reinstated. Note: If the borrower fails to qualify for a conventional mortgage loan modification due to the imminent default evaluation (see Evaluating a Borrower for Imminent Default for Conventional Mortgage Loan Modification Eligibility in D2-1-01, Determining if the Borrower's Mortgage Payment is in Imminent Default for more information), the servicer must submit the case to Fannie Mae for review through Fannie Mae's servicing solutions system.
	Attempt to contact the borrower and achieve QRPC in accordance with Chapter D2-2, Requirements for Contacting a Borrower to resolve the remaining delinquency if the funds do not fully reinstate the borrower's mortgage loan.
	Refer to the following topics with regard to handling foreclosure activities: • E-3.2-07, Impact of Engagement with a Mortgage Assistance Fund Program Provider • E-3.2-08, Processing Reinstatements During Foreclosure • E-3.4-01, Suspending Foreclosure Proceedings for Workout Negotiations
	Be able to • readily identify on its servicing system any borrower who receives mortgage assistance from a mortgage assistance fund program provider, and • provide this information to Fannie Mae upon request.

Recent Related Announcements

The table below provides references to recently issued Announcements that are related to this topic.

Announcements	Issue Date
Announcement SVC-2022-07	October 12, 2022
Announcement SVC-2021-04	July 14, 2021

Announcements	Issue Date
Announcement SVC-2020-04	September 9, 2020

D2-3.1-06, Notifying Fannie Mae of Lead-Based Paint Citations (11/12/2014)

- Notifying Fannie Mae of Lead-Based Paint Citations

Notifying Fannie Mae of Lead-Based Paint Citations

For any mortgage loan secured by a one-unit investment property or a two- to four-unit property for which the servicer is considering a workout option, the servicer must notify Fannie Mae if it

- learns of the issuance of a lead-based paint citation,
- obtains other evidence of lead-based paint law violations, or
- becomes aware of threatened or pending lead-based paint litigation.

If the security property is located in Massachusetts, the servicer must conduct an actual search to determine whether there are any outstanding lead-based paint citations against the property or the property owner.

The servicer must follow the procedures in *Notifying Fannie Mae of Lead-Based Paint Citations* in F-1-12, Preparing to Implement a Workout Option to report the action to Fannie Mae.

Recent Related Announcements

There are no recently issued Announcements related to this topic.

Section D2-3.2, Home Retention Workout Options

D2-3.2-01, Forbearance Plan (10/11/2023)

Introduction
This topic contains the following:

- Determining Eligibility for a Forbearance Plan
- Forbearance Plan Terms
- Contacting a Borrower During a Forbearance Plan Term
- Handling Late Charges in Connection with a Forbearance Plan

Determining Eligibility for a Forbearance Plan

The servicer is authorized to evaluate the borrower for a forbearance plan without receiving a complete BRP. The following table provides the eligibility criteria for a forbearance plan at the time of evaluation.

✓	**Eligibility criteria for a forbearance plan**
	The servicer must achieve QRPC with the borrower (see D2-2-01, Achieving Quality Right Party Contact with a Borrower) for additional information. **Note:** If the borrower's hardship is due to a disaster event, the servicer is authorized to offer a forbearance plan without achieving QRPC in accordance with *Forbearance Plan Terms below.*
	The borrower must have an eligible hardship. **Note:** While a BRP is not required, see the *Mortgage Assistance Application* (Form 710) for types of eligible hardships.
	The property securing the mortgage loan must be a principal residence. **Note:** If the borrower's hardship is due to a disaster event, the property securing the mortgage loan may be a second home or an investment property.
	The property securing the mortgage loan must not be condemned or abandoned. **Note:** The property securing the mortgage loan may be vacant.

If the servicer determines the borrower is not eligible for a forbearance plan but there are acceptable mitigating circumstances, it must request Fannie Mae's prior written approval by submitting a completed Forbearance Exception Request Template. Generally, the servicer's determination of acceptable mitigating circumstances is based on a review of the borrower's complete BRP.

Forbearance Plan Terms

The following requirements apply to forbearance plans:

- For an MBS mortgage loan, the servicer must not allow a forbearance plan to extend beyond the last scheduled payment date of the mortgage loan. Additionally, the servicer must identify and distinguish the pool issue date and be familiar with the reclassification requirements (see A1-3-06, Automatic Reclassification of MBS Mortgage Loans for additional information).
- If the eligibility criteria in *Determining Eligibility for a Forbearance Plan* above is met, the servicer is authorized to
    - offer an initial forbearance plan term of up to 6 months, and
    - grant an extension of the initial forbearance plan term of up to 6 additional months.

> **Note:** The servicer is authorized to offer the 6-month terms in separate, shorter increments.

If the borrower's hardship is due to a disaster event (see *Chapter D1-3, Providing Assistance to a Borrower Impacted by a Disaster Event* for additional information) the servicer is authorized to offer an initial forbearance plan term of up to 3 months without achieving QRPC if

- the property securing the mortgage loan is located in a FEMA-Declared Disaster Area eligible for Individual Assistance,
- the mortgage loan was current or less than two months delinquent at the time the disaster event occurred, and
- the mortgage loan is equal to or greater than one month delinquent.

The servicer must continue attempts to achieve QRPC during this initial 3-month forbearance plan term.

- The servicer must receive Fannie Mae's prior written approval for a forbearance plan to
    - exceed a cumulative term of 12 months as measured from the start date of the initial forbearance plan, or
    - result in the mortgage loan becoming greater than 12 months delinquent.
- When the servicer initially offers an arrangement that includes a combination of both forbearance and a repayment plan, the combined period must not exceed 36 months.
- The borrower's monthly payment must be reduced or suspended during the forbearance plan term. When the servicer requires the borrower to make reduced payments, the payment must be received on or before the last day of the month in which it is due, unless the servicer determines that acceptable mitigating circumstances caused the payment to be late.

The forbearance plan terms must be provided to the borrower with an *Evaluation Notice*. See *Sending a Notice of Decision on a Workout Option* in D2-2-05, Receiving a Borrower Response Package for additional information.

> **Note:** If the mortgage loan is a second lien mortgage loan, the servicer must include a provision for automatic termination of the forbearance plan when the first lien mortgage loan goes into foreclosure.

- Once the forbearance plan is complete, one of the following must occur:

- the mortgage loan must be brought current through a reinstatement,
- the borrower is approved for another workout option,
- the mortgage loan is paid in full, or
- the servicer refers the mortgage loan to foreclosure in accordance with applicable law.

- The servicer must terminate the forbearance plan if it determines
  - the borrower failed to meet the terms specified in the Evaluation Notice,
  - any of the eligibility criteria for the forbearance plan are no longer satisfied,
  - the borrower's hardship is resolved, or
  - the borrower requests that the forbearance plan be terminated.

Contacting a Borrower During a Forbearance Plan Term

The servicer must begin attempts to contact the borrower no later than 30 days prior to the expiration of any forbearance plan term and must continue outreach attempts until either QRPC is achieved or the forbearance plan term has expired. The following table provides the requirements the servicer must follow depending upon whether QRPC is achieved when the borrower's hardship is not related to a disaster event.

If QRPC...	Then the servicer must determine...
is achieved	• if the borrower's hardship has been resolved, • the borrower's intention with respect to the property, and • whether the borrower needs to submit a complete BRP to be evaluated for other workout options.
is not achieved	• if the borrower is eligible for a payment deferral and, if eligible, solicit the borrower in accordance with D2-3.2-04, Payment Deferral; or • if the borrower is ineligible for a payment deferral but eligible for a Fannie Mae Flex Modification, then the servicer must solicit the borrower in accordance with D2-3.2-06, Fannie Mae Flex Modification.

If the borrower has a disaster-related hardship, see *Workout Hierarchy for When a Borrower is Affected by a Disaster Event* in D1-3-01, Evaluating the Impact of a Disaster Event and Assisting a Borrower for evaluating and soliciting the borrower for a workout option.

See A4-2.1-04, Establishing Contact with the Borrower and D2-2-04, Sending a Borrower a Solicitation Package for a Workout Option for additional information on contacting the borrower and sending a Borrower Solicitation Package.

Handling Late Charges in Connection with a Forbearance Plan

The servicer must not accrue or collect late charges from the borrower during the forbearance plan. If the borrower defaults on the terms of the forbearance plan, the servicer is authorized to accrue late charges from the date the borrower defaulted on the plan.

Recent Related Announcements

The table below provides references to recently issued Announcements that are related to this topic.

Announcements	Issue Date
Announcement SVC-2023-05	October 11, 2023
Announcement SVC-2020-04	September 9, 2020

D2-3.2-02, Repayment Plan (10/11/2023)

Introduction
This topic contains the following:

- Repayment Plan Terms
- Soliciting the Borrower for a Workout Option After a Failed Repayment Plan
- Handling Late Charges with a Repayment Plan

Repayment Plan Terms

The servicer is authorized to evaluate the borrower for a repayment plan without receiving a complete BRP. However, if the borrower submitted a complete BRP, the servicer must evaluate the borrower in accordance with Fannie Mae's evaluation requirements as indicated in D2-2-05, Receiving a Borrower Response Package.

The following requirements apply to repayment plans:

- The servicer must consider a repayment plan when the delinquency resulted from a temporary hardship that no longer appears to be a problem.
- For an MBS mortgage loan, the servicer must identify and distinguish the pool issue date and be familiar with the reclassification requirements (see A1-3-06, Automatic Reclassification of MBS Mortgage Loans for additional information).
- The repayment plan terms must be provided to the borrower with an Evaluation Notice. For additional information on the requirements for an Evaluation Notice, see Sending a Notice of Decision on a Workout

Option in D2-2-05, Receiving a Borrower Response Package.

- When the servicer initially offers an arrangement that includes a combination of both forbearance and a repayment plan, the combined period must not exceed 36 months.

The following table provides the requirements for a repayment plan based on the mortgage loan's delinquency status at the time of evaluation and the duration of the repayment plan.

If, at the time of evaluation, the mortgage loan is …	Then…
Less than or equal to 90 days delinquent and the term of the repayment plan does not exceed six months	• The borrower is not required to submit a complete BRP. • The total monthly repayment plan payment must not exceed 150% of the full monthly contractual payment. • The borrower must have the financial capacity to bring the mortgage loan current during the repayment plan; which may be verified through QRPC if the offer is not based on a complete BRP.
Greater than 90 days delinquent or the term of the repayment plan exceeds six months.	• The borrower is required to submit a complete BRP. • The total monthly repayment plan payment must not exceed 150% of the full monthly contract payment. • A repayment plan that exceeds 12 months must be submitted to Fannie Mae for written approval. • The servicer may offer the borrower a mortgage loan modification as an alternative to a repayment plan.

> **Note**: The borrower may make a payment that is sufficient to bring the arrearage within eligible parameters.

Soliciting the Borrower for a Workout Option After a Failed Repayment Plan

If the borrower does not make their total monthly repayment plan payment by the end of the month in which it is due and the servicer is unable to achieve QRPC, then the servicer must evaluate the borrower for a payment deferral and, if eligible, solicit the borrower for a payment deferral in accordance with D2-3.2-04, Payment Deferral.

If the borrower is ineligible for a payment deferral, then the servicer must evaluate the borrower for a Fannie Mae Flex Modification and, if eligible, solicit the borrower for a Fannie Mae Flex Modification in accordance with

D2-3.2-06, Fannie Mae Flex Modification.

If a borrower with a disaster-related hardship does not make their total monthly repayment plan payment by the end of the month in which it is due and the servicer is unable to achieve QRPC, then the servicer must evaluate the borrower for a disaster payment deferral and, if eligible, solicit the borrower for a disaster payment deferral in accordance with D2-3.2-05, Disaster Payment Deferral.

If the borrower is ineligible for a disaster payment deferral, then the servicer must evaluate the borrower for a Fannie Mae Flex Modification and, if eligible, solicit the borrower for a Fannie Mae Flex Modification in accordance with *Evaluating or Soliciting a Borrower with a Disaster-Related Hardship for a Fannie Mae Flex Modification* in D2-3.2-06, Fannie Mae Flex Modification.

Handling Late Charges with a Repayment Plan

The repayment plan may include accrued late charges due when the plan is established between the servicer and the borrower. The servicer must waive late charges accrued during the repayment plan period as long as the terms of the repayment plan are maintained by the borrower.

Recent Related Announcements

The table below provides references to recently issued Announcements that are related to this topic.

Announcements	Issue Date
Announcement SVC-2023-05	October 11, 2023

D2-3.2-03, Government Mortgage Loan Modifications (08/17/2016)

Introduction
This topic contains information on government mortgage loan modifications.

- Government Mortgage Loan Modifications

Government Mortgage Loan Modifications

Before recommending a mortgage loan modification or extension for a government mortgage loan to Fannie Mae, the servicer must first obtain the approval of the FHA, HUD, VA, or the RD, as applicable, using any documentation the mortgage insurer or guarantor requires.

For an MBS mortgage loan, the servicer must also see D2-3.1-02, Conditions of a First and Second Lien Mortgage Loan Modification for an MBS Mortgage Loan.

After the servicer obtains all applicable approvals, it must prepare and fully execute the mortgage loan modification agreement required by the FHA, HUD, VA or the RD or, if none is explicitly required, the *Agreement*

for Modification, Re-Amortization or Extension of a Mortgage (Form 181).

The servicer must follow the procedures in *Executing and Recording the Mortgage Loan Modification Agreement* in F-1-15, Processing a Government Mortgage Loan Modification for executing and, if applicable, recording the mortgage loan modification agreement.

For a completed FHA mortgage loan modification, the servicer must provide all documents to FHA in the time frame that it requires. In the event FHA issues a request for repayment of the incentive payment or partial claim, the servicer must repay the funds.

Recent Related Announcements

There are no recently issued Announcements related to this topic.

D2-3.2-04, Payment Deferral (10/11/2023)

Introduction
This topic contains the following information:

- Determining Eligibility for a Payment Deferral
- Determining Eligibility for a Payment Deferral for a Texas Section 50(a)(6) Loan
- Performing an Escrow Analysis
- Determining the Payment Deferral Terms
- Completing a Payment Deferral
- Soliciting the Borrower for a Payment Deferral
- Requirement to Make a Payment During the Month of Solicitation and/or a Processing Month for a Payment Deferral
- Using the Solicitation Letters
- Processing a Payment Deferral for an MBS Mortgage Loan
- Processing a Payment Deferral for a Mortgage Loan with Mortgage Insurance
- Handling Fees and Late Charges in Connection with a Payment Deferral

Determining Eligibility for a Payment Deferral

The servicer is authorized to evaluate the borrower for a payment deferral without receiving a complete Borrower Response Package (BRP). When the servicer offers a payment deferral without receiving a complete BRP, the servicer is not required to send an Evaluation Notice, or equivalent.

If the borrower submitted a complete BRP, then the servicer must evaluate the borrower in accordance with D2-2-05, Receiving a Borrower Response Package. The servicer is authorized to use an Evaluation Notice, but must make the appropriate changes as necessary, including to the applicable Frequently Asked Questions, to reflect the terms of the payment deferral.

In order to be eligible for a payment deferral, the following criteria must be met.

✓	Eligibility Criteria for a Payment Deferral
	The servicer must achieve QRPC with the borrower (see D2-2-01, Achieving Quality Right Party Contact with a Borrower for additional information). Additionally, the servicer must confirm that the borrower: • has resolved the hardship; • is able to continue making the full monthly contractual payment, including the amount required to repay any escrow shortage amount over a term of 60 months; and • is unable to reinstate the mortgage loan or afford a repayment plan to cure the delinquency.
	The mortgage loan must be a conventional first lien mortgage loan, and may be a fixed-rate, a step-rate, or an ARM. **Note:** The property securing the mortgage loan may be vacant or condemned.
	The mortgage loan must have been originated at least 12 months prior to the evaluation date for a payment deferral.
	The mortgage loan must be equal to or greater than 2 months delinquent but less than or equal to 6 months delinquent as of the date of evaluation.
	The mortgage loan may receive more than one payment deferral; however, no more than 12 months of cumulative past-due P&I payments as the result of a payment deferral may be deferred over the life of the mortgage loan. **Note**: This cumulative cap does not include past-due P&I payments deferred as the result of a disaster payment deferral.
	The mortgage loan must not have received a prior payment deferral with an effective date within 12 months of the evaluation date. **Note:** This does not apply to a prior disaster payment deferral.
	As of the evaluation date, the mortgage loan must not be within 36 months of its maturity or projected payoff date. **Note:** If the borrower is otherwise eligible for a payment deferral and the servicer determines that a payment deferral is the appropriate solution based on the borrower's circumstances, then the servicer is authorized to submit a request for a payment deferral through Fannie Mae's servicing solutions system for review and to obtain prior approval from Fannie Mae.

✓	Eligibility Criteria for a Payment Deferral
	The mortgage loan must not be subject to • a recourse or indemnification arrangement under which Fannie Mae purchased or securitized the mortgage loan or that was imposed by Fannie Mae after the mortgage loan was purchased or securitized, • an approved liquidation workout option, • an active and performing repayment plan, • a current offer for another retention workout option, or • an active and performing mortgage loan modification Trial Period Plan.
	The borrower must not have failed a non-disaster related mortgage loan modification Trial Period Plan within 12 months of being evaluated for eligibility for a payment deferral. **Note:** Converting from a Trial Period Plan to a forbearance plan is not considered a failed Trial Period Plan.
	The mortgage loan must not have been modified with a non-disaster related mortgage loan modification within the previous 12 months of being evaluated for eligibility for a payment deferral.

Determining Eligibility for a Payment Deferral for a Texas Section 50(a)(6) Loan

A Texas Section 50(a)(6) loan is eligible for a payment deferral if

- the requirements described in *Determining Eligibility for a Payment Deferral* are satisfied, and
- the application of a payment deferral to the mortgage loan complies with applicable law.

If the servicer receives notice from the borrower that a payment deferral fails to comply with Texas Section 50(a)(6) requirements, the servicer must immediately, but no later than seven business days after receipt, take the actions listed in the following table.

✓	The servicer must
	Inform Fannie Mae's Legal department by submitting a *Non-Routine Litigation Form* (Form 20) and include the borrower notice in its submission.
	Collaborate with Fannie Mae on the appropriate response, including any cure that may be necessary, within the 60-day time frame provided by the requirements of Texas Section 50(a)(6).

Performing an Escrow Analysis

The servicer must perform an escrow analysis prior to offering a payment deferral. See *Administrating an Escrow Account in Connection With a Payment Deferral* in B-1-01, Administering an Escrow Account and Paying Expenses for additional information.

Any escrow account shortage that is identified at the time of the payment deferral must not be included in the non-interest-bearing balance and the servicer is not required to fund any existing escrow account shortage.

If applicable law prohibits the establishment of the escrow account, the servicer must ensure that the T&I payments are paid to date.

Determining the Payment Deferral Terms

The servicer must defer the following amounts as a non-interest-bearing balance, due and payable at maturity of the mortgage loan, or earlier upon the sale or transfer of the property, refinance of the mortgage loan, or payoff of the interest-bearing UPB:

- at least 2 months and up to 6 months of past-due P&I payments, provided that it does not result in more than 12 months of past-due P&I payments cumulatively deferred over the life of the mortgage loan as a result of the payment deferral;
- out-of-pocket escrow advances resulting from a delinquency and paid to third parties, provided they are paid prior to the effective date of the payment deferral; and
- servicing advances resulting from a delinquency, paid to third parties in the ordinary course of business, and not retained by the servicer, provided they are paid prior to the effective date of the payment deferral, if allowed by state law.

All other terms of the mortgage loan must remain unchanged.

Any existing non-interest-bearing balance on the mortgage loan remains due and payable at maturity of the mortgage loan, or earlier upon the sale or transfer of the property, refinance of the mortgage loan, or payoff of the interest-bearing UPB.

Also see A4-2.1-07, Servicer's Duties and Responsibilities Related to Mortgage Loans with an Outstanding Non-Interest-Bearing Balance for additional information.

Completing a Payment Deferral

Fannie Mae considers a payment deferral to be completed when the case is submitted into Fannie Mae's servicing solutions system, including entry of loan-level information such as the applicable campaign ID to identify a payment deferral. The case must be entered by the last day of the month in which the evaluation took place.

If the servicer is unable to complete the payment deferral prior to the 15th day of the evaluation month, then the servicer is authorized to allow for sufficient processing time (via a "processing month") to complete a payment deferral. The servicer must treat all borrowers equally in applying the processing month, as evidenced

by a written policy.

The servicer must send the payment deferral agreement, or equivalent, to the borrower no later than five days after the completion of the payment deferral.

While use of the payment deferral agreement is optional, it reflects the minimum level of information that the servicer must communicate and illustrates a level of specificity that complies with the requirements of the *Servicing Guide. Also, the servicer must ensure the payment deferral agreement complies with applicable law.*

> **Note:** If the servicer determines the borrower's signature is required on the payment deferral agreement, it must receive the executed agreement prior to completing the payment deferral.

The servicer represents and warrants that application of the payment deferral to the mortgage loan must not impair Fannie Mae's first lien position or enforceability against the borrower(s) in accordance with its terms.

The servicer must also provide documents to the document custodian in accordance with the following table.

If the payment deferral agreement is...	Then the servicer must send...
not required to be signed by the borrower	a copy of the payment deferral agreement signed by the servicer to the document custodian within 25 days of the effective date of the payment deferral.
required to be signed by the borrower but not recorded	the fully executed original payment deferral agreement to the document custodian within 25 days of the effective date of the payment deferral.
required to be recorded	• a certified copy of the fully executed payment deferral agreement to the document custodian within 25 days of the effective date of the payment deferral, and • the original payment deferral agreement that is returned from the recorder's office to the document custodian within 5 business days of receipt.

Soliciting the Borrower for a Payment Deferral

If the servicer is unable to achieve QRPC as described in *Contacting a Borrower During a Forbearance Plan Term* in D2-3.2-01, Forbearance Plan with a borrower on a forbearance plan and the borrower is otherwise eligible for a payment deferral, the servicer must solicit the borrower for a payment deferral within 15 days after expiration of the forbearance plan.

If the borrower does not make their total monthly repayment plan payment by the end of the month in which it is due, then the servicer must solicit the borrower for a payment deferral by the 15th day of the following month provided that QRPC has not been achieved and the borrower is otherwise eligible for a payment deferral.

See *Using Solicitation Letters* later in this topic for additional information.

The servicer must also refer to *Solicitating the Borrower for a Fannie Mae Flex Modification* in D2-3.2-06, Fannie Mae Flex Modification for when to solicit the borrower for a Fannie Mae Flex Modification.

Requirement to Make a Payment During the Month of Solicitation and/or a Processing Month for a Payment Deferral

The borrower must make their full monthly contractual payment during the month of solicitation and/or during the processing month if, as of the date of evaluation,

- the mortgage loan is 6 months delinquent, or
- the payment deferral would cause the mortgage loan to exceed 12 months of cumulative deferred past-due P&I payments over the life of the mortgage loan.

In this circumstance, the servicer must complete the payment deferral within the solicitation month and/or the processing month as applicable after receipt of the borrower's full monthly contractual payment due during that month.

Using the Solicitation Letters

When soliciting the borrower for a payment deferral, the servicer must use the Payment Deferral Post-Forbearance Plan Solicitation Cover Letter or the Payment Deferral Post-Repayment Solicitation Cover Letter, as applicable, with the payment deferral agreement or the equivalent, making any appropriate changes to comply with applicable law.

While use of these documents is optional, they reflect the minimum level of information that the servicer must communicate and illustrate a level of specificity that complies with the requirements of the *Servicing Guide*. The servicer must ensure that all documents comply with applicable law.

The servicer must include instruction on how to accept the solicitation in the payment deferral agreement. The servicer is authorized to consider the following as acceptance by the borrower, subject to applicable law:

- the borrower contacting the servicer directly in accordance with any acceptable outreach and communication method,
- the borrower returning an executed payment deferral agreement, or
- any other method evidencing the borrowers acceptance as determined by the servicer.

Processing a Payment Deferral for an MBS Mortgage Loan

MBS mortgage loans subject to a payment deferral will not be subject to automatic reclassification as described in A1-3-06, Automatic Reclassification of MBS Mortgage Loans. In addition, the servicer must not make a manual reclassification request for mortgage loans subject to a payment deferral.

Processing a Payment Deferral for a Mortgage Loan with Mortgage Insurance

The servicer must see F-2-06, Mortgage Insurer Delegations for Workout Options for the list of conventional mortgage insurers from which Fannie Mae has obtained delegation of authority on behalf of all servicers, which allows the servicer to process a payment deferral without obtaining separate mortgage insurer approval at the company or loan level.

Handling Fees and Late Charges in Connection with a Payment Deferral

The servicer must not charge the borrower administrative fees.

The servicer must waive all late charges, penalties, stop payment fees, or similar charges upon completing a payment deferral.

The servicer must follow the procedures in Reimbursement for Expenses Associated with Workout Options in F-1-05, Expense Reimbursement for advancing funds and requesting reimbursement.

Recent Related Announcements

The table below provides references to recently issued Announcements that are related to this topic.

Announcements	Issue Date
Announcement SVC-2023-05	October 11, 2023
Announcement SVC-2023-03	May 10, 2023
Announcement SVC-2020-07	December 9, 2020

D2-3.2-05, Disaster Payment Deferral (10/11/2023)

Introduction
This topic contains the following:
See also Chapter D1-3, Providing Assistance to a Borrower Impacted by a Disaster Event for the requirements for assisting a borrower impacted by a disaster.

- Determining Eligibility for a Disaster Payment Deferral
- Determining Eligibility for a Disaster Payment Deferral for a Texas Section 50(a)(6) Loan
- Performing an Escrow Analysis
- Determining the Disaster Payment Deferral Terms
- Completing a Disaster Payment Deferral

- Soliciting a Borrower for a Disaster Payment Deferral
- Requirement to Make a Payment During the Month of Solicitation and/or a Processing Month for a Disaster Payment Deferral
- Using the Solicitation Letters
- Processing a Disaster Payment Deferral for an MBS Mortgage Loan
- Processing a Disaster Payment Deferral for a Mortgage Loan with Mortgage Insurance
- Handling Fees and Late Charges in Connection with a Disaster Payment Deferral

Determining Eligibility for a Disaster Payment Deferral

The servicer must not require a complete BRP to evaluate the borrower for a disaster payment deferral if the eligibility criteria are satisfied.

> **Note:** A disaster-related forbearance plan is not required for purposes of determining borrower eligibility for a disaster payment deferral.

In order to be eligible for a disaster payment deferral, the criteria in the following table must be met.

✓	**Eligibility Criteria for a Disaster Payment Deferral**
	The disaster event must result in • a financial hardship (e.g., a loss/reduction of income or increase in expenses) that impacts the borrower's ability to pay their current contractual monthly payment, and • either ◦ the property securing the mortgage loan experienced an insured loss, ◦ the property securing the mortgage loan is located in a FEMA-Declared Disaster Area eligible for Individual Assistance, or ◦ the borrower's place of employment is located in a FEMA-Declared Disaster Area eligible for Individual Assistance. **Note:** See *Evaluating the Extent and Nature of the Property Damage in D1-3-01, Evaluating the Impact of a Disaster Event and Assisting a Borrower for additional information on what constitutes a disaster.*
	The servicer must achieve QRPC with the borrower (see D2-2-01, Achieving Quality Right Party Contact with a Borrower for additional information). Additionally, the servicer must confirm that the borrower • has resolved the hardship, • is able to continue making the full monthly contractual payment, including the amount required to repay any escrow shortage amount over a term of 60 months, and • is unable to reinstate the mortgage loan or afford a repayment plan to cure the delinquency.

✓	Eligibility Criteria for a Disaster Payment Deferral
	The mortgage loan must be a conventional first lien mortgage loan, and may be a fixed-rate, a step-rate, or an ARM. **Note:** The property securing the mortgage loan may be vacant or condemned.
	The mortgage loan must • have been current or less than two months delinquent at the time the disaster occurred (e.g., disaster occurs on Mar. 20, the borrower has an LPI of Jan. 1 when the disaster occurred), and • be equal to or greater than one month delinquent but less than or equal to 12 months delinquent as of the date of evaluation. **Note:** If a borrower's hardship is related to disaster but they were two or more months delinquent as of the date the disaster occurred, and the servicer determines the borrower can maintain their full monthly contractual payment, then the servicer must submit a request for a disaster payment deferral through Fannie Mae's servicing solutions system for review and obtain prior approval from Fannie Mae.
	The mortgage loan must not have previously received a disaster payment deferral as a result of the same disaster event. **Note:** The mortgage loan may have previously received a non-disaster payment deferral
	As of the evaluation date, the mortgage loan must not be within 36 months of its maturity or projected payoff date. **Note:** If the borrower is otherwise eligible for a disaster payment deferral and the servicer determines that a disaster payment deferral is the appropriate solution based on the borrower's circumstances, then the servicer is authorized to submit a request for a disaster payment deferral through Fannie Mae's servicing solutions system for review and to obtain prior approval from Fannie Mae.
	The mortgage loan must not be subject to • a recourse or indemnification arrangement under which Fannie Mae purchased or securitized the mortgage loan or that was imposed by Fannie Mae after the mortgage loan was purchased or securitized, • an approved liquidation workout option, • an active and performing repayment plan, • a current offer for another retention workout option, or • an active and performing mortgage loan modification Trial Period Plan.

Determining Eligibility for a Disaster Payment Deferral for a Texas Section 50(a)(6) Loan

A Texas Section 50(a)(6) loan is eligible for a disaster payment deferral if

- the requirements described in Determining Eligibility for a Disaster Payment Deferral are satisfied, and
- the application of a disaster payment deferral to the mortgage loan complies with applicable law.

If the servicer receives a notice from the borrower that a disaster payment deferral fails to comply with Texas Section 50(a)(6) requirements, the servicer must immediately, but no later than seven business days after receipt, take the actions listed in the following table.

✓	**The servicer must...**
	Inform Fannie Mae's Legal department by submitting a Non-Routine Litigation Form (Form 20) and include the borrower notice in its submission.
	Collaborate with Fannie Mae on the appropriate response, including any cure that may be necessary, within the 60-day time frame provided by requirements of Texas Section 50(a)(6).

Performing an Escrow Analysis

The servicer must perform an escrow analysis prior to offering a disaster payment deferral. See *Administering an Escrow Account in Connection With a Payment Deferral* in B-1-01, Administering an Escrow Account and Paying Expenses for additional information.

Any escrow account shortage that is identified at the time of the disaster payment deferral must not be included in the non-interest-bearing balance, and the servicer is not required to fund any existing escrow account shortage.

If applicable law prohibits the establishment of the escrow account, the servicer must ensure that the T&I payments are paid to date.

Determining the Disaster Payment Deferral Terms

The servicer must defer the following amounts as a non-interest bearing balance, due and payable at maturity of the mortgage loan, or earlier upon the sale or transfer of the property, refinance of the mortgage loan, or payoff of the interest-bearing UPB:

- up to 12 months of past-due P&I payments;
- out-of-pocket escrow advances paid to third parties, provided they are paid prior to the effective date of the disaster payment deferral; and
- servicing advances paid to third parties in the ordinary course of business and not retained by the servicer, provided they are paid prior to the effective date of the disaster payment deferral, if allowed by state law.

All other terms of the mortgage loan must remain unchanged.

Any existing non-interest bearing balance amount on the mortgage loan remains due and payable at maturity of the mortgage loan, or earlier upon the sale or transfer of the property, refinance of the mortgage loan, or payoff of the interest-bearing UPB.

Also see A4-2.1-07, Servicer's Duties and Responsibilities Related to Mortgage Loans with an Outstanding Non-Interest-Bearing Balance for additional information.

Completing a Disaster Payment Deferral

Fannie Mae considers a disaster payment deferral to be completed when the case is submitted into Fannie Mae's servicing solutions system, including entry of loan-level information such as the applicable campaign ID to identify a payment deferral. The case must be entered by the last day of the month in which the evaluation took place.

If the servicer is unable to complete the disaster payment deferral prior to the 15th day of the evaluation month, then the servicer is authorized to allow for sufficient processing time (using a "processing month") to complete a disaster payment deferral. The servicer must treat all borrowers equally in applying the processing month, as evidenced by written policy.

The servicer must send the disaster payment deferral agreement, or equivalent, to the borrower no later than five days after the completion of the disaster payment deferral.

While use of the disaster payment deferral agreement is optional, it reflects the minimum level of information that the servicer must communicate and illustrates a level of specificity that complies with the requirements of this Guide. Also, the servicer must ensure the disaster payment deferral agreement complies with applicable law.

> **Note:** If the servicer determines the borrower's signature is required on the disaster payment deferral agreement, it must receive the executed agreement prior to completing the disaster payment deferral.

The servicer represents and warrants that application of the disaster payment deferral to the mortgage loan does not impair Fannie Mae's first lien position or enforceability against the borrower(s) in accordance with its terms.

The servicer must also provide documents to the document custodian in accordance with the following table.

If the disaster payment deferral agreement is...	Then the servicer must send...
not required to be signed by the borrower	a copy of the disaster payment deferral agreement signed by the servicer to the document custodian within 25 days of the effective date of the disaster payment deferral.

If the disaster payment deferral agreement is...	Then the servicer must send...
required to be signed by the borrower but not recorded	the fully executed original disaster payment deferral agreement to the document custodian within 25 days of the effective date of the disaster payment deferral.
required to be recorded	• a certified copy of the fully executed disaster payment deferral agreement to the document custodian within 25 days of the effective date of the disaster payment deferral, and • the original disaster payment deferral agreement that is returned from the recorder's office to the document custodian within 5 business days of receipt.

Soliciting a Borrower for a Disaster Payment Deferral

If the servicer is unable to achieve QRPC as described in *Contacting a Borrower During a Forbearance Plan Term* in D2-3.2-01, Forbearance Plan with a borrower on a disaster-related forbearance plan and the borrower is otherwise eligible for a disaster payment deferral, the servicer must solicit the borrower for a disaster payment deferral within 15 days after expiration of the forbearance plan.

If a borrower with a disaster-related hardship does not make their total monthly repayment plan payment by the end of the month in which it is due, then the servicer must solicit the borrower for a disaster payment deferral by the 15th day of the following month, provided that QRPC has not been achieved and the borrower is otherwise eligible for a disaster payment deferral.

See *Using the Solicitation Letters* later in this topic for additional information.

The servicer must refer to *Evaluating or Soliciting a Borrower with a Disaster-Related Hardship for a Fannie Mae Flex Modification* in D2-3.2-06, Fannie Mae Flex Modification for when to solicit the borrower for a Fannie Mae Flex Modification.

Requirement to Make a Payment During the Month of Solicitation and/or a Processing Month for a Disaster Payment Deferral

The borrower must make their full monthly contractual payment during the month of the solicitation and/or a processing month if, as of the date of evaluation, the mortgage loan is 12 months delinquent.

In this circumstance, the servicer must complete the disaster payment deferral within the month of the solicitation and/or processing month after receipt of the borrower's full monthly contractual payment due during

that month.

Using the Solicitation Letters

When soliciting the borrower for a disaster payment deferral, the servicer must use the Payment Deferral Post-Disaster Forbearance Plan Solicitation Cover Letter or the Disaster Payment Deferral Post-Repayment Plan Solicitation Cover Letter, as applicable, with the payment deferral agreement or the equivalent, making any appropriate changes to comply with applicable law.

While use of these documents is optional, they reflect the minimum level of information that the servicer must communicate and illustrate a level of specificity that complies with the requirements of the *Servicing Guide*. The servicer must ensure that all documents comply with applicable law.

The servicer must included instruction on how to accept the solicitation in the payment deferral agreement. The servicer is authorized to consider the following as acceptance by the borrower, subject to applicable law:

- the borrower contacting the servicer directly in accordance with any acceptable outreach and communication method,
- the borrower returning an executed payment deferral agreement, or
- any other method evidencing the borrower's acceptance as determined by the servicer.

Processing a Disaster Payment Deferral for an MBS Mortgage Loan

MBS mortgage loans subject to a disaster payment deferral will not be subject to automatic reclassification as described in A1-3-06, Automatic Reclassification of MBS Mortgage Loans. In addition, the servicer must not make a manual reclassification request for mortgage loans subject to a disaster payment deferral.

Processing a Disaster Payment Deferral for a Mortgage Loan with Mortgage Insurance

The servicer must see F-2-06, Mortgage Insurer Delegations for Workout Options for the list of conventional mortgage insurers from which Fannie Mae has obtained delegation of authority on behalf of all servicers, which allows the servicer to process a disaster payment deferral without obtaining separate mortgage insurer approval at the company or loan level.

Handling Fees and Late Charges in Connection with a Disaster Payment Deferral

The servicer must not charge the borrower administrative fees.

The servicer must waive all late charges, penalties, stop payment fees, or similar charges upon completing a disaster payment deferral.

The servicer must follow the procedures in Reimbursement for Expenses Associated with Workout Options in F-1-05, Expense Reimbursement for advancing funds and requesting reimbursement.

Recent Related Announcements

The table below provides references to recently issued Announcements that are related to this topic.

Announcements	Issue Date
Announcement SVC-2023-05	October 11, 2023
Announcement SVC-2023-03	May 10, 2023
Announcement SVC-2022-04	June 8, 2022
Announcement SVC-2022-01	February 9, 2022
Announcement SVC-2020-06	November 10, 2020
Announcement SVC-2020-04	September 9, 2020
Announcement SVC-2021-03	June 9, 2021

D2-3.2-06, Fannie Mae Flex Modification (11/13/2024)

Introduction
This topic contains the following:

- Documentation Requirements
- Determining Eligibility for a Fannie Mae Flex Modification
- Determining Eligibility for a Fannie Mae Flex Modification for a Texas Section 50(a)(6) Loan
- Performing an Escrow Analysis
- Determining the Fannie Mae Flex Modification Terms
- Offering a Trial Period Plan and Completing a Fannie Mae Flex Modification
- Soliciting the Borrower for a Fannie Mae Flex Modification
- Evaluating or Soliciting a Borrower with a Disaster-Related Hardship for a Fannie Mae Flex Modification
- Handling a Complete Borrower Response Package
- Processing a Fannie Mae Flex Modification for a Mortgage Loan with Mortgage Insurance
- Handling Fees and Late Charges in Connection with a Fannie Mae Flex Modification

Documentation Requirements

If the mortgage loan is current or less than 90 days delinquent, the borrower must submit a complete BRP except as described below.

If the borrower submitted a complete BRP prior to the 90th day of delinquency, the servicer must

- use the information from the *Mortgage Assistance Application* (Form 710), or equivalent, to determine the borrower's hardship, total income and assets; and
- evaluate the borrower for all workout options in accordance with D2-3.1-01, Determining the Appropriate Workout Option.

A complete BRP is not required and the servicer may solicit an eligible borrower as described in *Soliciting the Borrower for a Fannie Mae Flex Modification* if the mortgage loan

- is 90 or more days delinquent; or
- was previously modified into a mortgage loan with a step-rate feature, an interest rate adjustment occurred within the last 12 months, and the mortgage loan became 60 days delinquent after the interest rate adjustment.

> **Note:** For purposes of determining the submission date in connection with the borrower's submission of a complete BRP, the servicer must use the date of the postmark or other independent indicator such as date and time stamp (electronic or otherwise).

Determining Eligibility for a Fannie Mae Flex Modification

In order to be eligible for a Fannie Mae Flex Modification, all of the criteria in the following table must be met.

✓	**Eligibility Criteria for a Fannie Mae Flex Modification**
	The mortgage loan must be a conventional first lien mortgage loan. **Note:** The property securing the mortgage loan may be vacant or condemned.
	The mortgage loan must be at least 60 days delinquent or the servicer has determined that the borrower's monthly payment is in imminent default in accordance with *Evaluating a Borrower for Imminent Default for Conventional Mortgage Loan Modification Eligibility* in D2-1-01, Determining if the Borrower's Mortgage Payment is in Imminent Default.
	The mortgage loan must have been originated at least 12 months prior to the evaluation date for the mortgage loan modification.

✓	Eligibility Criteria for a Fannie Mae Flex Modification
	The mortgage loan must not be subject to • a recourse or indemnification arrangement under which Fannie Mae purchased or securitized the mortgage loan or that was imposed by Fannie Mae after the mortgage loan was purchased or securitized, • an approved liquidation workout option, • an active and performing repayment plan, • a current offer for another retention workout option, or • an active and performing modification Trial Period Plan.
	The mortgage loan must not have been modified three or more times previously, regardless of the mortgage loan modification program or dates of prior mortgage loan modifications. **Note:** A payment deferral does not count as a mortgage loan modification when determining the number of times the mortgage loan has previously been modified for purposes of determining eligibility for a Fannie Mae Flex Modification.
	The borrower must not have failed a Fannie Mae Flex Modification Trial Period Plan within 12 months of being evaluated for eligibility for another Fannie Mae Flex Modification. **Note:** Converting from a Trial Period Plan to a forbearance plan is not considered a failed Trial Period Plan.
	The mortgage loan must not have received a Fannie Mae Flex Modification and become 60 days or more delinquent within the first 12 months of the effective date of the mortgage loan modification without being reinstated.

If the borrower has experienced a disaster-related hardship, the servicer must follow the requirements described in *Evaluating or Soliciting a Borrower with a Disaster-Related Hardship for a Fannie Mae Flex Modification*.

If the eligibility criteria for a Fannie Mae Flex Modification is not satisfied, but the servicer determines there are acceptable mitigating circumstances, the servicer is authorized to offer a mortgage loan modification outside of these requirements by submitting a request through Fannie Mae's servicing solutions system for review and obtaining prior approval from Fannie Mae. Generally, the servicer's determination of acceptable mitigating circumstances is based on a review of the borrower's complete BRP.

If the borrower converts from a Trial Period Plan to a forbearance plan, the borrower may subsequently be eligible for a Fannie Mae Flex Modification upon successful completion of the forbearance plan and, if eligible, must be placed in a new Fannie Mae Flex Modification Trial Period Plan based on the delinquency status at the time of the evaluation for the Fannie Mae Flex Modification.

Determining Eligibility for a Fannie Mae Flex Modification for a Texas Section

50(a)(6) Loan

A Texas Section 50(a)(6) loan is eligible for a Fannie Mae Flex Modification if

- the requirements described in *Determining Eligibility for a Fannie Mae Flex Modification* are satisfied, and
- the mortgage loan is modified in accordance with applicable law.

If the servicer receives a notice from the borrower that a mortgage loan modification fails to comply with Texas Constitution Section 50(a)(6) requirements, the servicer must immediately, but no later than seven business days after receipt, take the actions listed in the following table.

✓	**The servicer must...**
	Inform Fannie Mae's Legal department by submitting a *Non-Routine Litigation Form* (Form 20) and include the borrower notice in its submission.
	Collaborate with Fannie Mae on the appropriate response, including any cure that may be necessary, within the 60-day time frame provided by the requirements of Texas Constitution Section 50(a)(6).

Performing an Escrow Analysis

The servicer must perform an escrow analysis prior to offering a Trial Period Plan. See *Administering an Escrow Account in Connection With a Mortgage Loan Modification* in B-1-01, Administering an Escrow Account and Paying Expenses for additional information.

Any escrow account shortage that is identified at the time of the mortgage loan modification must not be capitalized and the servicer is not required to fund any existing escrow account shortage.

If applicable law prohibits the establishment of the escrow account, the servicer must ensure that the T&I payments are paid to date.

Determining the Fannie Mae Flex Modification Terms

The servicer must follow the procedures in *Obtaining a Property Valuation* in F-1-27, Processing a Fannie Mae Flex Modification for determining the property value. The servicer must determine the post-modification MTMLTV ratio, which must include capitalized arrearages.

The servicer must follow the procedures in *Determining the New Modified Mortgage Loan Terms* in F-1-27, Processing a Fannie Mae Flex Modification for determining the borrower's new modified mortgage loan terms. The servicer must request Fannie Mae's prior written approval through Fannie Mae's servicing solutions system to deviate from the prescribed steps for determining the new modified mortgage payment terms, unless a certain step is prohibited by applicable state law.

Also see A4-2.1-07, Servicer's Duties and Responsibilities Related to Mortgage Loans with an Outstanding Non-

Interest-Bearing Balance for additional information.

The following table lists additional Fannie Mae Flex Modification requirements.

✓	**The Fannie Mae Flex Modification must result in...**	
	A fixed rate mortgage loan. **Note:** An ARM or interest-only mortgage loan must be converted to a fully amortizing mortgage loan and may not be a bi-weekly or daily simple interest mortgage loan.	
	A monthly P&I payment as described in the following table.	
	If, at the time of evaluation, the mortgage loan is...	**Then the monthly P&I payment must be...**
	current or less than 31 days delinquent	less than the borrower's pre-modification P&I payment.
	31 or more days delinquent	less than or equal to the pre-modification P&I payment.

When the servicer submits a request through Fannie Mae's servicing solutions system for Fannie Mae's approval of a Fannie Mae Flex Modification based on the borrower's submission of a BRP, in accordance with applicable law it must:

- immediately provide the borrower with notice of the right to receive a copy of all appraisals and other valuations developed in connection with the mortgage loan modification, and
- provide the borrower a copy of all appraisals and other valuations developed in connection with the mortgage loan modification.

Prior to granting a permanent mortgage loan modification, the servicer must place the borrower in a Trial Period Plan using the new modified mortgage loan terms.

Offering a Trial Period Plan and Completing a Fannie Mae Flex Modification

For an MBS mortgage loan, the servicer must also see *Conditions of a First and Second Lien Mortgage Loan Modification for an MBS Mortgage Loan* in D2-3.1-02, Conditions of a First and Second Lien Mortgage Loan Modification for an MBS Mortgage Loan.

The servicer must communicate with the borrower that the mortgage loan modification will not be binding, enforceable, or effective unless all conditions of the mortgage loan modification have been satisfied, which is when all of the following have occurred:

- the borrower has satisfied all of the requirements of the Trial Period Plan,

- the borrower has executed and returned a copy of the *Loan Modification Agreement* (Form 3179), and
- the servicer or Fannie Mae (depending upon the entity that is the mortgagee of record) executes and dates Form 3179.

The servicer must use the applicable Evaluation Notice to document the borrower's Trial Period Plan. See *Sending a Notice of Decision on a Workout Option* in D2-2-05, Receiving a Borrower Response Package for requirements relating to the Evaluation Notice, and the additional requirements provided in the table below.

If the servicer sends the Evaluation Notice…	Then the servicer must use…
on or before the 15th day of a calendar month	the first day of the following month as the first Trial Period Plan payment due date.
after the 15th day of a calendar month	the first day of the month after the next month as the first Trial Period Plan payment due date.

The following table provides the requirements for the length of the Trial Period Plan, which must not change even if the borrower makes scheduled payments earlier than required.

If the mortgage loan at the time of evaluation is…	Then the Trial Period Plan must be…
current or less than 31 days delinquent	four months long.
31 or more days delinquent	three months long.

If the borrower fails to make a Trial Period Plan payment by the last day of the month in which it is due, the borrower is considered to have failed the Trial Period Plan and the servicer must not grant the borrower a permanent Fannie Mae Flex Modification.

The servicer must see E-3.4-01, Suspending Foreclosure Proceedings for Workout Negotiations for the requirements for suspending foreclosure.

The servicer must use the Form Modification Cover Letter to communicate a borrower's eligibility for a permanent Fannie Mae Flex Modification, which must be accompanied by a completed Form 3179.

The servicer must ensure that the modified mortgage loan retains its first lien position and is fully enforceable in accordance with its terms.

Electronic documents, signatures, and notarizations for Fannie Mae Flex Modifications are acceptable as long as the electronic record complies with Fannie Mae's requirements. See *Selling Guide* A2-4.1-03, Electronic Records, Signatures, and Transactions for Fannie Mae's requirements for electronic records.

The servicer must follow the procedures in *Executing and Recording the Loan Modification Agreement and Adjusting the Mortgage Loan Account Post-Mortgage Loan Modification* in F-1-27, Processing a Fannie Mae Flex

Modification for preparing, executing, and recording Form 3179 and for adjusting the mortgage loan account upon completion of the mortgage loan modification. The servicer must also follow the procedures in *Loan Modifications for an eMortgage* in F-1-26, Servicing eMortgages for additional requirements when the modified mortgage loan is an eMortgage.

Soliciting the Borrower for a Fannie Mae Flex Modification

Except as specified in the note below, if the mortgage loan is 90 or more days delinquent and the servicer determines that the borrower is eligible for a Fannie Mae Flex Modification and at least one of the following circumstances are met, the servicer must solicit the borrower for a Fannie Mae Flex Modification between the 90th and 105th day of delinquency:

- the borrower did not submit a complete BRP before the 90th day of delinquency;
- prior to soliciting the borrower, the servicer previously conducted an evaluation of the complete BRP and determined that the borrower was not eligible for a workout option in accordance with this Guide; or
- the borrower has rejected all other alternatives to foreclosure offered by the servicer.

> **Note:** If the mortgage loan was previously modified into a mortgage loan with a step-rate feature, an interest rate adjustment occurred within the last 12 months and the mortgage loan became 60 days delinquent after the interest rate adjustment, and the servicer determines that the borrower is eligible for a Fannie Mae Flex Modification without having to evaluate a complete BRP, the servicer must send the solicitation to the borrower between the 60th and 75th day of delinquency.

If for any reason the servicer fails to send the solicitation within the prescribed time frame, it must send the solicitation as soon as possible thereafter.

The following table outlines additional scenarios where the servicer must evaluate and then, if eligible, solicit a borrower for a Fannie Mae Flex Modification.

Scenario	Requirements
Soliciting a Borrower for a Fannie Mae Flex Modification in Relation to a Forbearance Plan	If the servicer is unable to achieve QRPC as described in *Contacting a Borrower During a Forbearance Plan Term* in D2-3.2-01, Forbearance Plan and the borrower is ineligible for a payment deferral as described in *Determining Eligibility for a Payment Deferral* in D2-3.2-04, Payment Deferral, then the servicer must evaluate the borrower for a Fannie Mae Flex Modification and, if the mortgage loan is at least 90 days delinquent and the borrower is otherwise eligible, solicit the borrower within 15 days after expiration of the forbearance plan. In addition, if a borrower does not respond to the payment deferral solicitation by the acceptance date provided in the payment deferral agreement as described in *Soliciting the Borrower for a Payment Deferral* in D2-3.2-04, Payment Deferral, then the servicer must evaluate the borrower for a Fannie Mae Flex Modification and, if the mortgage loan is at least 90 days delinquent and the borrower is otherwise eligible, solicit the borrower within 15 days after the expiration of the payment deferral solicitation.

Scenario	Requirements
Soliciting a Borrower for a Fannie Mae Flex Modification in Relation to a Failed Repayment Plan	If the borrower does not make their total monthly repayment plan payment by the end of the month in which it is due and the borrower is ineligible for a payment deferral as described in *Determining Eligibility for a Payment Deferral* in D2-3.2-04, Payment Deferral, then the servicer must evaluate the borrower for a Fannie Mae Flex Modification and, provided QRPC has not been achieved, the mortgage loan is at least 90 days delinquent, and the borrower is otherwise eligible, solicit the borrower by the 15th day of the following month. In addition, if a borrower does not make their total monthly repayment plan payment by the end of the month in which it is due and does not respond to the payment deferral solicitation by the acceptance date provided in the payment deferral agreement as described in *Soliciting the Borrower for a Payment Deferral* in D2-3.2-04, Payment Deferral, then the servicer must evaluate the borrower for a Fannie Mae Flex Modification and, provided QRPC has not been achieved, the mortgage loan is at least 90 days delinquent, and the borrower is otherwise eligible, solicit the borrower within 15 days after the expiration of the payment deferral solicitation.
Soliciting a Borrower for a Fannie Mae Flex Modification in Relation to a Default on a Payment Deferral	If the mortgage loan becomes 60 days delinquent within 6 months of the payment deferral's effective date (see D2-3.2-04, Payment Deferral for additional information) and the servicer is unable to achieve QRPC, then the servicer must evaluate the borrower for a Fannie Mae Flex Modification and, if eligible, solicit the borrower no later than the 75th day of delinquency. Additionally, the servicer is not required to • receive a complete BRP from the borrower, or • have previously solicited the borrower for a workout option.

When soliciting the borrower for a Fannie Mae Flex Modification, the servicer must send the borrower the applicable Flex Modification Solicitation Cover Letter with the *Flex Modification Trial Period Plan Solicitation Offer - Not Based on an Evaluation of a BRP* Evaluation Notice, or the equivalent, and make appropriate changes to these documents, including the applicable Frequently Asked Questions as needed to comply with applicable law.

The servicer is authorized to continue proactive solicitation for a Fannie Mae Flex Modification at its discretion, but must not solicit a borrower if the property has a scheduled foreclosure sale date within

- 60 days of the evaluation date if the property is in a judicial state, or
- 30 days of the evaluation date if the property is in a non-judicial state.

While the borrower remains eligible for a Fannie Mae Flex Modification if a payment is received following the borrower evaluation or solicitation that results in the mortgage loan subsequently becoming less than 90 days delinquent (or less than 60 days delinquent if the mortgage loan was previously modified into a mortgage loan with a step-rate feature and an interest rate adjustment occurred within the last 12 months), the servicer must ensure that the mortgage loan is at least 30 days or more delinquent prior to the commencement of the Fannie Mae Flex Modification Trial Period Plan.

Evaluating or Soliciting a Borrower with a Disaster-Related Hardship for a Fannie Mae Flex Modification

The following table provides the reduced eligibility criteria for evaluating a borrower with a disaster-related hardship for a Fannie Mae Flex Modification.

✓	**Reduced Eligibility Criteria When Evaluating a Borrower with a Disaster-Related Hardship for a Fannie Mae Flex Modification**
	The disaster event must result in • a financial hardship (for example, a loss/reduction of income or increase in expenses) that impacts the borrower's ability to pay their current contractual monthly payment, and • either ◦ the property securing the mortgage loan experienced an insured loss, ◦ the property securing the mortgage loan is located in a FEMA-Declared Disaster Area eligible for Individual Assistance, or ◦ the borrower's place of employment is located in a FEMA-Declared Disaster Area eligible for Individual Assistance. **Note:** See *Evaluating the Extent and Nature of the Property Damage* in D1-3-01, Evaluating the Impact of a Disaster Event and Assisting a Borrower for additional information on what constitutes a disaster.
	The mortgage loan must be a first-lien conventional mortgage loan.
	The mortgage loan must • have been current or less than two months delinquent when the disaster occurred, and • be at least three months delinquent.

✓	**Reduced Eligibility Criteria When Evaluating a Borrower with a Disaster-Related Hardship for a Fannie Mae Flex Modification**
	The mortgage loan must not be subject to • a recourse or indemnification arrangement under which Fannie Mae purchased or securitized the mortgage loan or that was imposed by Fannie Mae after the mortgage loan was purchased or securitized, • an approved liquidation workout option, • an active and performing repayment plan, • a current offer for another workout option, or • an active and performing mortgage loan modification Trial Period Plan.

The following table outlines additional scenarios where the servicer must evaluate and then, if eligible, solicit a borrower with a disaster-related hardship for a Fannie Mae Flex Modification.

Scenario	Requirements
Soliciting a Borrower with a Disaster-Related Hardship for a Fannie Mae Flex Modification in Relation to a Forbearance Plan	If the servicer is unable to achieve QRPC as described in *Contacting a Borrower During a Forbearance Plan Term* in D2-3.2-01, Forbearance Plan and the borrower is ineligible for a disaster payment deferral, then the servicer must evaluate the borrower for a Fannie Mae Flex Modification in accordance with the reduced eligibility criteria in the table above and, if the borrower is otherwise eligible, solicit the borrower within 15 days after expiration of the forbearance plan. In addition, if a borrower does not respond to the disaster payment deferral solicitation by the acceptance date provided in the payment deferral agreement as described in *Soliciting a Borrower for a Disaster Payment Deferral* in D2-3.2-05, Disaster Payment Deferral, then the servicer must evaluate the borrower for a Fannie Mae Flex Modification in accordance with the reduced eligibility criteria in the table above and, if the borrower is otherwise eligible, solicit the borrower within 15 days after the expiration of the disaster payment deferral solicitation.

Scenario	Requirements
Soliciting a Borrower with a Disaster-Related Hardship for a Fannie Mae Flex Modification in Relation to a Failed Repayment Plan	If the borrower does not make their total monthly repayment plan payment by the end of the month in which it is due and the borrower is ineligible for a disaster payment deferral as described in *Determining Eligibility for a Disaster Payment Deferral* in D2-3.2-05, Disaster Payment Deferral, then the servicer must evaluate the borrower for a Fannie Mae Flex Modification in accordance with the reduced eligibility criteria in the table above and, if the borrower is otherwise eligible, solicit the borrower by the 15th day of the following month. In addition, if a borrower does not make their total monthly repayment plan payment by the end of the month in which it is due and does not respond to the disaster payment deferral solicitation by the acceptance date provided in the payment deferral agreement as described in *Soliciting the Borrower for a Disaster Payment Deferral* in D2-3.2-05, Disaster Payment Deferral, then the servicer must evaluate the borrower for a Fannie Mae Flex Modification in accordance with the reduced eligibility criteria in the table above and, if the borrower is otherwise eligible, solicit the borrower within 15 days after the expiration of the disaster payment deferral solicitation.

Scenario	Requirements
Soliciting a Borrower for a Fannie Mae Flex Modification in Relation to a Failed Disaster Payment Deferral	If the mortgage loan becomes 60 days delinquent within 6 months of the disaster payment deferral's effective date (see D2-3.2-05, Disaster Payment Deferral for additional information) and the servicer is unable to achieve QRPC, then the servicer must evaluate the borrower for a Fannie Mae Flex Modification and solicit the borrower no later than the 75th day of delinquency, provided that the mortgage loan is • a first-lien conventional mortgage loan, and • not subject to ◦ a recourse or indemnification arrangement under which Fannie Mae purchased or securitized the mortgage loan or that was imposed by Fannie Mae after the mortgage loan was purchased or securitized, ◦ an approved liquidation workout option, ◦ an active and performing repayment plan, ◦ a current offer for another retention workout option, or ◦ an active and performing mortgage loan modification Trial Period Plan. Additionally, the servicer is not required to • receive a complete BRP from the borrower, or • have previously solicited the borrower for a workout option.

When soliciting the borrower for a Fannie Mae Flex Modification, the servicer must send the borrower the applicable Flex Modification Solicitation Cover Letter with the *Flex Modification Trial Period Plan Solicitation Offer - Not Based on an Evaluation of a BRP* Evaluation Notice, or the equivalent, and make appropriate changes to these documents, including the applicable Frequently Asked Questions and as needed to comply with applicable law.

The servicer is authorized to continue proactive solicitation for a Fannie Mae Flex Modification based on the reduced eligibility criteria at its discretion, but must not solicit a borrower if the property has a scheduled foreclosure sale date within

- 60 days of the evaluation date if the property is in a judicial state, or
- 30 days of the evaluation date if the property is in a non-judicial state.

Handling a Complete Borrower Response Package

The servicer must acknowledge receipt of the BRP in accordance with *Acknowledging Receipt of a Borrower*

Response Package in D2-2-05, Receiving a Borrower Response Package and provide any complete or incomplete information notice.

If the borrower submits a complete BRP when the mortgage loan is 90 or more days delinquent, the servicer must evaluate the borrower for all workout options in accordance with D2-3.1-01, Determining the Appropriate Workout Option.

If the borrower does not accept the Fannie Mae Flex Modification solicitation offer as described above, the servicer must resume follow-up solicitation for an incomplete BRP in accordance with this Guide and applicable law.

The following table provides the servicer's requirements if the borrower submitted a complete BRP prior to the 90th day of delinquency but the servicer is in the process of soliciting the borrower for a Fannie Mae Flex Modification in accordance with *Soliciting the Borrower for a Fannie Mae Flex Modification*. See *Documentation Requirements* to determine the submission date of a complete BRP.

If the borrower submitted a complete BRP prior to the 90th day of delinquency, and the servicer receives the complete BRP…	**Then the servicer must…**
prior to soliciting the borrower for a Fannie Mae Flex Modification	review the BRP in accordance with D2-2-05, Receiving a Borrower Response Package, and evaluate the borrower for all workout options in accordance with Chapter D2-3 Fannie Mae's Home Retention and Liquidation Workout Options, including the Fannie Mae Flex Modification based on borrower submission of a complete BRP.

If the borrower submitted a complete BRP prior to the 90th day of delinquency, and the servicer receives the complete BRP…	Then the servicer must…
after soliciting the borrower for a Fannie Mae Flex Modification and prior to sending the Loan Modification Agreement to the borrower for signature	either • evaluate the borrower for all workout options in accordance with Chapter D2-3 Fannie Mae's Home Retention and Liquidation Workout Options, including the Fannie Mae Flex Modification based on borrower submission of a complete BRP, if the borrower has **not accepted the Fannie Mae Flex Modification solicitation offer, or** • re-evaluate the borrower for a Fannie Mae Flex modification based on borrower submission of a complete BRP if the borrower has accepted the Flex Modification solicitation offer. **Note:** If the P&I payment amount based on the submission of a complete BRP is less than the P&I payment amount reflected in the solicitation Trial Period Plan, inform the borrower that if they make the Trial Period Plan payments in accordance with the plan, the mortgage loan will be permanently modified with the lower P&I payment amount which will be reflected in the Loan Modification Agreement.

Processing a Fannie Mae Flex Modification for a Mortgage Loan with Mortgage Insurance

The servicer must see F-2-06, Mortgage Insurer Delegations for Workout Options for the list of conventional mortgage insurers from which Fannie Mae has obtained delegation of authority on behalf of all servicers, which allows the servicer to process a Fannie Mae Flex Modification without obtaining separate mortgage insurer approval at the company or loan level.

Handling Fees and Late Charges in Connection with a Fannie Mae Flex Modification

The servicer must not charge the borrower administrative fees.

The servicer is authorized to assess late charges during the Trial Period Plan. The servicer must waive all late charges, penalties, stop payment fees, or similar charges upon the borrower's conversion to a permanent mortgage loan modification.

The servicer must follow the procedures in *Reimbursement for Expenses Associated with Workout Options* in

F-1-05, Expense Reimbursement for advancing funds and requesting reimbursement.

Recent Related Announcements

The table below provides references to recently issued Announcements that are related to this topic.

Announcements	Issue Date
Announcement SVC-2024-06	November 13, 2024
Announcement SVC-2023-05	October 11, 2023
Announcement SVC-2023-03	May 10, 2023
Announcement SVC-2020-04	September 9, 2020

Section D2-3.3, Home Liquidation Workout Options

D2-3.3-01, Fannie Mae Short Sale (12/21/2022)

Introduction
This topic contains the following:

- General Requirements When Processing a Fannie Mae Short Sale
- Communicating with a Borrower Regarding a Fannie Mae Short Sale
- Evaluating a Borrower to Determine Eligibility for a Fannie Mae Short Sale
- Evaluating a Borrower's Ability to Make a Cash Contribution
- Evaluating the Credit Report for New Mortgage Loans Obtained
- Obtaining a Property Valuation
- Determining Allowable Short Sale Transaction Costs
- Listing the Property and Evaluating a Short Sale
- Allowable Payments to Subordinate Lienholders
- Incentive Payments to Assist a Borrower with Relocation Expenses
- Providing a Deficiency Waiver for Certain Mortgage Loans
- Servicer Responsibility for Anti-Fraud Measures
- Processing a Fannie Mae Short Sale for a Mortgage Loan with Mortgage Insurance

General Requirements When Processing a Fannie Mae Short Sale

The following table provides some of the servicer's responsibilities in connection with processing a Fannie Mae short sale.

✓	**The servicer must...**
	Evaluate the borrower's eligibility and cash contribution requirements, if any, based on the status of the mortgage loan at the time of the respective evaluation.
	Advise the borrower of the advantages and disadvantages of agreeing to a short sale.
	Adhere to the time frames for evaluating the short sale and closing the short sale transaction.
	Oversee the sale of the mortgaged property by communicating with the listing agent to explain the requirements related to the short sale and refer the agent to HomePath for Short Sales to register the short sale offer, as applicable.
	Review each sales contract in detail to verify that the terms comply with this Guide.
	Obtain a property valuation if there's reason to believe the borrower meets the eligibility requirements and the borrower expresses an interest in a short sale.
	Review the settlement statement prior to the short sale closing for proper transfer of title.
	Work with the title company to resolve any issues that may delay the closing, including assisting in subordinate lien releases.
	Provide instructions to the title company regarding closing of the transaction in compliance with this Guide.
	Ensure that the borrower has waived reimbursement of any escrow, buydown funds, or prepaid items and assigned any insurance proceeds to Fannie Mae, if applicable.
	Ensure the sales proceeds are received on a timely basis.
	Report short sales to Fannie Mae. See D2-4-02, Reporting a Workout Option to Fannie Mae and the Investor Reporting Manual.

✓	The servicer must...
	Appropriately manage liquidation workout options that involve the borrower's relinquishing ownership of the property to ensure that the borrower's rights are appropriately protected.
	Provide evidence of the borrower's indication of intent to pursue a short sale to Fannie Mae upon request.

If the servicer is responding to an unsolicited short sale request from a borrower, it is authorized to proceed directly with evaluating the borrower for a Fannie Mae short sale without first conducting an evaluation for a home retention workout option. See D2-2-05, Receiving a Borrower Response Package for information on evaluating the borrower for workout options.

The servicer must follow the procedures in *Requesting Reimbursement for Expenses Associated with Workout Options* in F-1-05, Expense Reimbursement for requesting reimbursement of allowable fees.

Communicating with a Borrower Regarding a Fannie Mae Short Sale

The following table provides the servicer's responsibilities when communicating, either verbally or in writing, about a short sale with the borrower.

✓	The servicer must advise the borrower of the following...
	Listing the property for sale may not delay the initiation of foreclosure proceedings, in the event that the foreclosure process has not yet started.
	They must allow the vendor(s) timely and sufficient access to the property for the purpose of obtaining the valuation.
	They will remain responsible for maintenance of the property until it is sold and the settlement has occurred. In the event the borrower cannot maintain the property and the property is vacant or abandoned on a delinquent mortgage loan, the servicer must maintain the property in accordance with the Property Preservation Matrix and Reference Guide.
	If the sales proceeds are not sufficient to satisfy the mortgage loan debt, the mortgage loan holder may require them to contribute funds to reduce its loss. See *Evaluating a Borrower's Ability to Make a Cash Contribution* for additional information on evaluating a borrower's ability to make a cash contribution.

✓	The servicer must advise the borrower of the following...
	There may be possible tax consequences if any portion of the outstanding debt is forgiven, and refer the borrower to IRS Publication 544, Sales and Other Dispositions of Assets, particularly the section captioned “Foreclosure, Repossession, or Abandonment.”
	They must execute all documents that are necessary to sell the property, even though the documents will indicate that the sales proceeds must be paid to the mortgage holder.
	All sales contracts that will not fully satisfy the outstanding debt must include a contingency clause making the sale of the property “contingent on the mortgage holder’s and the mortgage insurer’s, if applicable, agreement to the sale.”
	The following cancellation clause must be included in the sales contract: “The seller’s obligation to perform on this contact is subject to the rights of the mortgage insurer (if any) and the mortgage holder relating to the conveyance of the property.”

Evaluating a Borrower to Determine Eligibility for a Fannie Mae Short Sale

The following table provides the requirements for evaluating the borrower to determine eligibility for a Fannie Mae short sale based on the delinquency status of the mortgage loan at the time of the evaluation.

If the mortgage loan delinquency status at the time of evaluation is...	Then the servicer must evaluate the borrower for a Fannie Mae short sale...
current or less than 90 days delinquent	based on a complete BRP (see D2-2-05, Receiving a Borrower Response Package). **Note:** If the mortgage loan is current or less than 60 days delinquent, the servicer must determine that the borrower’s monthly payment is in imminent default in accordance with *Evaluating a Borrower for Imminent Default for Fannie Mae Short Sale or Fannie Mae Mortgage Release Eligibility* in D2-1-01, Determining if the Borrower’s Mortgage Payment is in Imminent Default.

If the mortgage loan delinquency status at the time of evaluation is...	Then the servicer must evaluate the borrower for a Fannie Mae short sale...
between 90 days and 18 months delinquent	based on a complete BRP, unless one of the following conditions applies, in which case the servicer must evaluate the borrower for a Fannie Mae Short Sale without receiving a complete BRP: • the borrower failed a Fannie Mae Flex Modification Trial Period Plan within the previous 12 months (see D2-3.2-06, Fannie Mae Flex Modification); • the borrower received a Fannie Mae Flex Modification and become 60 days or more delinquent within the first 12 months of the effective date of the mortgage loan modification without reinstating; • the borrower completed three or more mortgage loan modifications; • the borrower received a forbearance plan as a result of a hardship where applicable law has special requirements related to credit bureau reporting (e.g., disaster event) and became 90 days or more delinquent prior to the evaluation for a short sale; or • the mortgage loan is not secured by an investment property, as identified at origination, and the borrower's classic FICO credit score is less than or equal to 620. **Note**: The FICO credit score must be no more than 90 days old as of the date of evaluation. If the servicer obtains multiple credit scores for a single borrower, it must select a representative credit score using the lower of two or the middle of three credit scores. If there are multiple borrowers, the servicer must determine the representative score for each borrower and use the lowest representative score as the credit score for the evaluation.
greater than 18 months delinquent	without receiving a complete BRP.

> **Note:** Fannie Mae also will agree to short sales for FHA, VA, or RD mortgage loans if they comply with all of the insurer's or guarantor's guidelines and do not result in a loss to Fannie Mae.

If the borrower's debt has been discharged pursuant to Chapter 7 of the U.S. bankruptcy code, the servicer must evaluate the borrower for a Fannie Mae short sale without receiving a complete BRP regardless of the delinquency status of the mortgage loan at the time of evaluation. The servicer must obtain proof that the mortgage loan was included in the borrower's Chapter 7 bankruptcy filing, such as notification from the court or a copy of the order of discharge showing the mortgage loan as discharged.

If the servicer determines the borrower is eligible for a Fannie Mae short sale or if the borrower has non-retirement cash reserves greater than $50,000, the servicer must follow the procedures in *Requesting Approval for a Non-Delegated Short Sale Case* in *F-1-24, Requesting Fannie Mae's Approval via Fannie Mae's Servicing Solutions System for requesting Fannie Mae's approval.*

If the servicer evaluated the borrower without receiving a complete BRP and the borrower fully reinstated the mortgage loan after the initial short sale evaluation, the borrower is no longer eligible for a short sale based on the initial eligibility evaluation. However, the servicer is not required to re-evaluate the borrower to determine eligibility upon receipt of a purchase offer if they were approved without a purchase offer and does not fully reinstate the mortgage loan.

Evaluating a Borrower's Ability to Make a Cash Contribution

The servicer must not evaluate the borrower for a cash contribution if

- prohibited by applicable law;
- the servicer evaluated the borrower for a short sale without receiving a complete BRP in accordance with *Evaluating a Borrower to Determine Eligibility for a Fannie Mae Short Sale; or*
- they are a servicemember with PCS orders relocating them greater than 50 miles one way from the property securing the mortgage loan and the property securing the mortgage loan was or currently is the servicemember's principal residence.

In all other instances, the servicer must evaluate the borrower for a cash contribution and request a cash contribution, if

- the borrower's non-retirement cash reserves, as stated on the *Mortgage Assistance Application* (Form 710), are in excess of $10,000; or

  > **Note:** The servicer must verbally verify the assets stated on Form 710 and obtain documentation to reconcile any inconsistencies. See *Determining Whether a Borrower Response Package is Complete* in D2-2-05, Receiving a Borrower Response Package for additional information.

- the borrower's housing expense-to-income ratio is less than or equal to 40% as calculated in accordance with *Calculating the Borrower's Housing Expense-to-Income Ratio* in F-1-14, Processing a Fannie Mae Short Sale.

The servicer must initially request a cash contribution of the greater of the following, rounded to the nearest $100 and not to exceed the amount of the deficiency:

- 20% of the borrower's non-retirement cash reserves, or
- four times the contractual monthly mortgage loan payment including PITI. If the servicer does not escrow for T&I, it must estimate the borrower's monthly tax and insurance premium amounts.

If the servicer determines it is warranted based on its assessment of the borrower's individual situation and circumstances and ability to contribute, it is authorized to

- request a lower initial cash contribution amount,
- negotiate a lower cash contribution amount, or

- agree to no cash contribution amount.

> **Note:** If the mortgage loan is current or less than 60 days delinquent, the borrower must contribute a minimum of 20% of their non-retirement cash reserves.

The servicer must follow the procedures in *Requesting Approval for a Non-Delegated Short Sale Case* in F-1-24, Requesting Fannie Mae's Approval via Fannie Mae's Servicing Solutions System for requesting Fannie Mae's approval if

- the borrower refuses to make a cash contribution in an amount the servicer determines is reasonable, or
- the mortgage loan is current or less than 60 days delinquent and the borrower refuses to contribute a minimum of 20% of their non-retirement cash reserves.

The requirement for a cash contribution is waived if the contribution amount is less than $500.

> **Note:** The servicer must not request updated documentation from the borrower when evaluating the borrower's ability to make a cash contribution and the complete BRP is greater than 90 days old. However, if the borrower's credit report is greater than 90 days old when the servicer evaluates the borrower's ability to make a cash contribution, the servicer must obtain a new credit report.

Evaluating the Credit Report for New Mortgage Loans Obtained

For all short sale cases except those in which the servicer evaluated the borrower for a short sale without receiving a complete BRP in accordance with *Evaluating a Borrower to Determine Eligibility for a Fannie Mae Short Sale, the servicer must review each borrower's credit report to determine*

- if the borrower(s) obtained a new mortgage loan in the six months preceding the delinquency on the mortgage loan secured by the subject property; or
- in the case of a current mortgage loan, in the six months preceding the evaluation for a short sale.

If the servicer determines that the borrower obtained a new mortgage loan in the six months preceding the delinquency, or preceding the evaluation for a short sale, as applicable, the mortgage loan is only eligible if the hardship, which must be documented in accordance with Form 710, was due to

- a distant employment transfer/relocation greater than 50 miles one way from the property securing the mortgage loan and the property securing the mortgage loan is the borrower's principal residence,
- new employment greater than 50 miles one way from the property securing the mortgage loan and the property securing the mortgage loan is the borrower's principal residence, or
- PCS orders relocating a servicemember greater than 50 miles one way from the property securing the mortgage loan and the property securing the mortgage loan was or currently is the servicemember's principal residence.

In all other instances, the servicer must submit a recommendation to Fannie Mae for review. The servicer must follow the procedures in Requesting Approval for a Non-Delegated Short Sale Case in F-1-24, Requesting Fannie Mae's Approval via Fannie Mae's Servicing Solutions System for requesting Fannie Mae's approval.

Obtaining a Property Valuation

If the borrower expresses interest in a short sale and the servicer determines that the borrower meets the eligibility criteria for a Fannie Mae short sale as stated above, it must place a property valuation order directly with Fannie Mae to determine the market value of the property securing the mortgage loan.

The servicer must follow the procedures in *Obtaining a Property Valuation* in F-1-14, Processing a Fannie Mae Short Sale for obtaining a property valuation.

Also, see *Processing a Fannie Mae Short Sale for a Mortgage Loan With Mortgage Insurance* for additional requirements.

Determining Allowable Short Sale Transaction Costs

The following are the types of short sale transaction costs that may be deducted from the contract sales price:

- real estate sales commission customary for the market, which must not exceed 6% of the sales price of the property;
- short sale negotiation fees, provided they are deducted from the allowable real estate sales commission;
- real estate taxes and other assessments prorated to the date of closing;
- typical and customary local and state transfer taxes and stamps;
- title and settlement charges typically paid by the seller;
- seller's attorney fees for settlement services typically provided by a title or escrow company;
- wood-destroying pest inspections and treatment, when required by local law or custom;
- HOA fees that are past due, if applicable;
- buyer closing costs typically paid by the seller that are usual and customary for the local market; and
- any other amounts if authorized by Fannie Mae.

Fannie Mae prohibits the following transaction costs:

- any outsourcing fees or non-customary third party fees;
- real estate sales commission paid to the borrower or the purchaser;
- buyer's discount points or mortgage loan origination costs; or
- fees that are not usual or customary for the local market.

Listing the Property and Evaluating a Short Sale

Listing the Property: The following table provides the servicing requirements for initial engagement with a real estate agent depending on whether or not the property is already listed.

If the property...	Then the servicer...
is already listed with a real estate agent	• must ask the borrower to provide the real estate agent's name, address, and telephone number; and • must contact the agent to explain the requirements related to the short sale and refer the agent to HomePath for Short Sales to register the short sale offer, as applicable.
has not yet been listed for sale	• is authorized to assist the borrower in finding an agent to handle the listing, as long as the servicer explains to the borrower that they may select a different agent; and • is authorized to provide list price guidance.

> **Note**: The property must be listed with a licensed real estate agent who is not a borrower on the mortgage loan.

The servicer must provide written correspondence to the borrower and/or the borrower's real estate agent to include the following information:

- a statement that the suggested list price is provided only as guidance, and not as the required list price;
- a statement that an offer at or above Fannie Mae's suggested list price may not automatically result in an approval of the short sale by Fannie Mae; and
- the types of transaction costs that Fannie Mae allows to be deducted from the contract sales price, as listed previously.

The property must be listed with an active status on an MLS for a minimum of five consecutive calendar days, including a Saturday and a Sunday, prior to the servicer submitting the short sale recommendation to Fannie Mae for approval.

> **Note:** The property must be listed on the applicable MLS which covers the geographic area in which the property is located. If a property is located in an area that is not covered by an MLS, the property must be advertised in a manner customary for that real estate market for at least five consecutive calendar days, including a Saturday and a Sunday.

Evaluating a Short Sale: The following table provides the required time frames for the servicer to evaluate the short sale and close the short sale transaction.

Time Frame	Requirements
Within five business days of receipt of an initial short sale offer	• Acknowledge receipt of the short sale offer. • Provide the borrower with a checklist of required documentation, including any documentation required for a complete BRP, if necessary, if the short sale offer is submitted with incomplete information (see *Evaluating a Borrower to Determine Eligibility for a Fannie Mae Short Sale above).* • Refer the agent to HomePath for Short Sales to register the short sale offer.
Within 30 calendar days of receipt of a complete BRP, if required, and an initial short sale offer	Provide, in writing, Fannie Mae's response to the short sale offer, to include one of the following: • approve, • counteroffer requesting a response from the borrower within five business days, or **Note:** If the servicer is responding to a complete BRP submitted, see E-3.4-01, Suspending Foreclosure Proceedings for Workout Negotiations. • decline.
Within ten business days of receipt of any revised short sales offer	Communicate a decision to the borrower on the revised short sale offer.
Within 60 calendar days of the servicer's approval of a short sale offer	The short sale transaction must close unless the servicer requests written approval from Fannie Mae to extend this time frame.

The servicer must follow the procedures in *Requesting Approval for a Non-Delegated Short Sale Case* in F-1-24, Requesting Fannie Mae's Approval via Fannie Mae's Servicing Solutions System for requesting Fannie Mae's approval.

Allowable Payments to Subordinate Lienholders

The following table provides the requirements that apply to allowable payments to subordinate lienholders for a Fannie Mae short sale.

✓	Requirements for payments to subordinate lienholders
	Payments to subordinate lienholders must be in exchange for • a lien release, • a full release of liability for the borrower, and • extinguishment of the indebtedness secured by the subject property.
	Payments from the sales proceeds to all subordinate lienholders to facilitate lien releases must not exceed $6,000 in aggregate. If an individual subordinate lien or total subordinate liens are less than $6,000, the payoff must not exceed the subordinate lien amount owed. If there are multiple subordinate lienholders, the servicer has discretion to divide the subordinate lien payments among the subordinate lienholders.
	Payments to subordinate lienholders must be paid from the sales proceeds at the closing of the short sale transaction.
	Funds must only be used for subordinate mortgage liens or deeds of trust recorded in the land records that constitute a valid lien against the subject property. Funds must not be used for payment of other types of liens which may include, but are not limited to, the following: • HOA liens, • judgments, • mechanic's liens, and • materialmen's liens. **Note**: If these or similar types of other liens impede the closing of a short sale, the servicer must include a written explanation in its case submission to Fannie Mae for prior written approval

Prior to releasing any funds to a subordinate lienholder, the servicer must obtain written commitment from the subordinate lienholder that it will

- release the borrower from all claims and liability relating to the subordinate lien in exchange for receiving the agreed-upon payoff amount,
- waive all rights to seek a deficiency judgment against the borrower, and
- not require a cash contribution in addition to any funds provided by Fannie Mae as a condition for releasing its lien and releasing the borrower from personal liability.

If the subordinate lienholder chooses to release its lien to allow the short sale to close, but does not agree to release the borrower from liability on the note, it cannot receive a payment from Fannie Mae. Regardless of whether payment is made to a subordinate lienholder, the servicer must obtain written commitment from the subordinate lienholder(s) to release the lien(s).

The servicer must require the closing law firm or settlement agent to either

- confirm that they are in receipt of the written commitment from subordinate lienholder(s) to release the lien(s), or
- request that a copy of the written commitment provided by the subordinate lienholder be sent to the servicer with the settlement statement which is provided in advance of the closing.

Incentive Payments to Assist a Borrower with Relocation Expenses

When a property securing the mortgage loan is the borrower's principal residence at the time of the Evaluation Notice, the borrower is entitled to an incentive payment of $7,500 from Fannie Mae to assist with relocation expenses following the successful completion of a Fannie Mae short sale unless one of the following apply:

- the borrower is required to contribute cash, even if the borrower fails to contribute; or

> **Note:** If the servicer believes relocation assistance is warranted despite the borrower's failure to contribute, the servicer must submit its relocation assistance recommendation to Fannie Mae for prior written approval.

- the borrower has PCS orders and receives a DLA or other government relocation assistance.

> **Note**: If government relocation assistance is not provided to a borrower with PCS orders, the servicer must submit its relocation assistance recommendation to Fannie Mae for prior written approval.

The servicer must adjust the amount of Fannie Mae's relocation assistance in accordance with the following table.

If...	Then the servicer...
the servicer provides relocation assistance	must not deduct that amount from Fannie Mae's relocation assistance amount.
another source provides relocation assistance	must deduct that amount from Fannie Mae's relocation assistance amount.

The servicer must adhere to the requirements in the following table related to the payment of the borrower's relocation incentive payment.

✓	The servicer must...
	Instruct the closing law firm or settlement agent to disburse the amount of the relocation incentive payment provided by Fannie Mae to the borrower at closing from the short sale proceeds, if applicable. **Note:** The servicer must not pay relocation assistance provided by any source other than Fannie Mae from the short sale proceeds.
	Not attempt to renegotiate the relocation incentive payment amount to a lesser amount.
	Not require the borrower to apply the relocation incentive payment to obtain the release of other liens or non-real estate title impediments.

Providing a Deficiency Waiver for Certain Mortgage Loans

The servicer must release the borrower from liability for any deficiency associated with the Fannie Mae mortgage loan upon successful completion of a Fannie Mae short sale for the following mortgage loans:

- mortgage loans that do not have MI; and
- mortgage loans that have MI, but the mortgage insurer has granted Fannie Mae delegation of authority (see *Processing a Fannie Mae Short Sale for a Mortgage Loan With Mortgage Insurance*).

The servicer must provide a deficiency waiver to the borrower at the closing, if applicable.

While use of the *Deficiency Waiver Agreement (Form 189)* is optional, it reflects a minimum level of information that the servicer must include.

Servicer Responsibility for Anti-Fraud Measures

If there is evidence of fraud or misrepresentation in the short sale transaction, the servicer must notate the suspected inappropriate activity in its recommendation to Fannie Mae for review. The servicer must follow the procedures in *Requesting Approval for a Non-Delegated Short Sale Case* in F-1-24, Requesting Fannie Mae's Approval via Fannie Mae's Servicing Solutions System for requesting Fannie Mae's approval.

The following table provides the conditions that must be met for all short sale transactions.

✓	Conditions for completion of a Fannie Mae short sale transaction
	All parties involved in the short sale transaction must sign and date a *Short Sale Affidavit* (Form 191) at the closing. **Note:** If the closing law firm or settlement agent is prohibited by law from signing Form 191, the servicer must condition the waiver of the signature upon an agreement that the closing law firm or settlement agent will not act as the closing agent on a subsequent transaction involving the subject property within one year of the closing of this short sale transaction.
	The borrower or the purchaser must not receive any funds or commissions from the sale of subject property, with the exception of the borrower receiving a relocation incentive payment from Fannie Mae or another acceptable source (see *Incentive Payments to Assist the Borrower with Relocation Expenses* for additional information).
	Any relocation incentive payment received by the borrower from Fannie Mae must be reflected on the settlement statement.
	The deed conveying the property to the purchaser must be amended, in compliance with applicable state law, to include the following provision: "Grantee herein is prohibited from conveying captioned property for any sales price for a period of 30 days from [Insert date of short sale closing]. After this 30–day period, Grantee is further prohibited from conveying the property for a sales price greater than $ [Insert value equal to 120% of short sale price] until 90 days from [Insert date of short sale closing]. These restrictions shall run with the land are not personal to the Grantee." **Note:** If a short sale falls into either of the following categories and the purchaser requests a waiver of the deed restriction requirement, the servicer must submit its recommendation to Fannie Mae for prior written approval: • HAP provided by the Department of Defense, or • a purchase that is the result of an employer relocation program.

Within 48 hours of the short sale transaction closing, the servicer must review the settlement statement to validate compliance with this Guide and for accuracy, including the following items:

- that the purchaser and the sales price match the purchase contract;
- that the settlement statement is consistent with the closing instructions, particularly ineligible transfer of title to related parties; and
- that the deed has been sent for recordation in the name of the buyer.

Processing a Fannie Mae Short Sale for a Mortgage Loan with Mortgage Insurance

The servicer must see F-2-06, Mortgage Insurer Delegations for Workout Options for the list of mortgage insurers from which Fannie Mae has obtained delegation of authority on behalf of all servicers, which allows the servicer to process a Fannie Mae short sale in accordance with this Guide without obtaining separate mortgage insurer approval at the company or loan level.

For mortgage insurers from which Fannie Mae has not obtained delegation of authority, the servicer must, once it has obtained the property valuation, contact the mortgage insurer to discuss the possibility of pursuing a short sale and must not agree to a short sale unless the mortgage insurer agrees in writing to the following:

- to waive its property acquisition rights before the claim is filed, and
- to settle the claim by paying the lesser of the full percentage option under the terms of the master policy or the amount required to make Fannie Mae whole.

In discussing the possibility of a short sale with the mortgage insurer, the servicer must keep in mind the conditions under which Fannie Mae will accept a short sale. If the mortgage insurer refuses to consider a short sale or offers to settle the claim for an amount that is less than the percentage option or Fannie Mae's "make whole" amount, the servicer must contact its Fannie Mae Servicing Representative (see F-4-02, List of Contacts).

The servicer must file a primary MI claim on all conventional first lien mortgage loans on which Fannie Mae bears the risk of loss and is insured under a master primary MI policy with the exception of RMIC. The servicer must follow the procedures in F-1-06, Filing an MI Claim for a Liquidated Mortgage Loan or Acquired Property for filing the MI claim.

Recent Related Announcements

The table below provides references to recently issued Announcements that are related to this topic.

Announcements	Issue Date
Announcement SVC-2022-08	December 21, 2022
Announcement SVC-2022-01	February 9, 2022
Announcement SVC-2021-03	June 9, 2021

D2-3.3-02, Fannie Mae Mortgage Release (Deed-in-Lieu of Foreclosure) (12/21/2022)

Introduction
This topic contains the following:

- General Requirements When Processing a Fannie Mae Mortgage Release
- Evaluating a Borrower to Determine Eligibility for a Fannie Mae Mortgage Release

- Evaluating a Borrower for Fannie Mae Mortgage Release Transition Options
- Evaluating the Credit Report for New Mortgage Loans Obtained
- Obtaining a Property Valuation and Evaluating the Condition of the Property
- Allowable Payments to Subordinate Lienholders
- Incentive Payments to Assist a Borrower with Relocation Expenses
- Evaluating a Borrower's Ability to Make a Cash Contribution
- Requirements for Accepting a Fannie Mae Mortgage Release
- Providing a Deficiency Waiver for Certain Mortgage Loans
- Processing a Fannie Mae Mortgage Release for a Mortgage Loan with Mortgage Insurance

General Requirements When Processing a Fannie Mae Mortgage Release

The following table provides some of the servicer's responsibilities in connection with processing a Fannie Mae Mortgage Release for a first lien mortgage loan.

✓	**The servicer must...**
	Ensure that the borrower is not involved in or party to litigation other than foreclosure or bankruptcy involving the subject property or mortgage loan.
	Evaluate the borrower's eligibility and cash contribution requirements, if any, based on the status of the mortgage loan at the time of the respective evaluation.
	Inform the borrower of the three exit options: 1. Immediate move. 2. A three-month transition lease with no rent payment required. 3. A twelve-month lease at market rent payment. See *Evaluating a Borrower for Fannie Mae Mortgage Release Transition Options* for information on options #2 and #3.
	Advise the borrower that there may be possible tax consequences if any portion of the outstanding debt is forgiven, and refer the borrower to IRS Publication 544, Sales and Other Dispositions of Assets, particularly the section captioned "Foreclosure, Repossession, or Abandonment."
	Work with the borrower to complete all requirements associated with completing and executing the Mortgage Release and ensure that there is sufficient time to complete the processing of the Mortgage Release, including sending the Mortgage Release offer to the borrower, so that an executed deed can be received no later than 30 days prior to the foreclosure sale date, or in applicable foreclosure actions where there is no foreclosure sale and title is transferred by court order, the estimated court order docket date (if known).

✓	The servicer must...
	Work with the title company to resolve any issues that may delay the closing, including assisting the borrower in subordinate lien releases, and ensure that the borrower can convey clear and marketable title. The servicer must follow the procedures in *Verifying Clear and Marketable Title* in F-1-13, Processing a Fannie Mae Mortgage Release (Deed-In-Lieu of Foreclosure) for ensuring that clear and marketable title can be conveyed. **Note:** While the servicer is not required to order a title insurance policy, the servicer is authorized to do so if it deems it necessary to complete the Mortgage Release. Fannie Mae will reimburse the servicer for title insurance costs in accordance with E-5-07, Other Reimbursable Default-Related Legal Expenses.
	Submit the deed for recordation within five business days of the servicer's acceptance of the executed deed from the borrower.
	Ensure the property is vacant and broom swept, unless the borrower is eligible in accordance with *Evaluating a Borrower for Fannie Mae Mortgage Release Transition Options.*
	Release the first lien mortgage loan within the time required by applicable state or local law or, if state or local law does not require release of the first lien mortgage loan within a specific time frame, within 30 business days after the occurrence of the following: • the acceptance of the Mortgage Release by the servicer, and • confirmation by the interior property inspection that the subject property is vacant and secured (unless the borrower is eligible in accordance with *Evaluating a Borrower for Fannie Mae Mortgage Release Transition Options).*
	Appropriately manage liquidation workout options that involve the borrower's relinquishing ownership of the property to ensure that the borrower's rights are appropriately protected.
	Provide evidence of the borrower's indication of intent to pursue a Mortgage Release to Fannie Mae upon request.
	Ensure the mortgage loan is removed from the MBS trust (if applicable) as soon as possible and prior to transfer of title to the servicer or Fannie Mae (see also A1-3-02, Fannie Mae-Initiated Repurchases, Indemnifications, Make Whole Payment Requests and Deferred Payment Obligations).

The servicer must refer to the Property Preservation Matrix and Reference Guide for further clarification on handling delinquent and vacant or abandoned properties during the Mortgage Release process.

Evaluating a Borrower to Determine Eligibility for a Fannie Mae Mortgage

Release

The following table provides the requirements for evaluating the borrower to determine eligibility for a Fannie Mae Mortgage Release based on the delinquency status of the mortgage loan at the time of the evaluation.

If the mortgage loan delinquency status at the time of evaluation is...	**Then the servicer must evaluate the borrower for a Fannie Mae Mortgage Release...**
current or less than 90 days delinquent	based on a complete BRP (see D2-2-05, Receiving a Borrower Response Package). **Note:** If the mortgage loan is current or less than 60 days delinquent, the servicer must determine that the borrower's monthly payment is in imminent default in accordance with *Evaluating a Borrower for Imminent Default for Fannie Mae Short Sale or Fannie Mae Mortgage Release Eligibility* in D2-1-01, Determining if the Borrower's Mortgage Payment is in Imminent Default.
between 90 days and 18 months delinquent	based on a complete BRP, unless one of the following conditions applies, in which case the servicer must evaluate the borrower for a Fannie Mae Mortgage Release without receiving a complete BRP: • the borrower failed a Fannie Mae Flex Modification Trial Period Plan within the previous 12 months (see D2-3.2-06, Fannie Mae Flex Modification); • the borrower received a Fannie Mae Flex Modification and became 60 days or more delinquent within the first 12 months of the effective date of the mortgage loan modification without reinstating; • the borrower completed three or more mortgage loan modifications; • the borrower received a forbearance plan as a result of a hardship where applicable law has special requirements related to credit bureau reporting (e.g., disaster event) and became 90 days or more delinquent prior to the evaluation for a Mortgage Release; or • the mortgage loan is not secured by an investment property, as identified at origination and the borrower's classic FICO credit score, which must be no more than 90 days old as of the date of evaluation, is less than or equal to 620. **Note**: The FICO credit score must be no more than 90 days old as of the date of evaluation. If the servicer obtains multiple credit scores for a single borrower, it must select a representative credit score using the lower of two or the middle of three credit scores. If there are multiple borrowers, the servicer must determine the representative score for each borrower and use the lowest representative score as the credit score for the evaluation.

If the mortgage loan delinquency status at the time of evaluation is...	Then the servicer must evaluate the borrower for a Fannie Mae Mortgage Release...
greater than 18 months delinquent	without receiving a complete BRP.

> **Note:** Fannie Mae also will agree to a deed-in-lieu of foreclosure for FHA, VA, or RD mortgage loans if they comply with all of the insurer's or guarantor's guidelines and do not result in a loss to Fannie Mae.

If the borrower's debt has been discharged pursuant to Chapter 7 of the U.S. bankruptcy code, the servicer must evaluate the borrower for a Fannie Mae Mortgage Release without receiving a complete BRP regardless of the delinquency status of the mortgage loan at the time of evaluation. The servicer must obtain proof that the mortgage loan was included in the borrower's Chapter 7 bankruptcy filing, such as notification from the court or a copy of the order of discharge showing the mortgage loan as discharged.

If the servicer determines the borrower is eligible for a Fannie Mae Mortgage Release or if the borrower has non-retirement cash reserves greater than $50,000, the servicer must follow the procedures in *Requesting Approval for a Non-Delegated Mortgage Release Case* in F-1-24, Requesting Fannie Mae's Approval via Fannie Mae's Servicing Solutions System for requesting Fannie Mae's approval.

If the servicer evaluated the borrower without receiving a complete BRP and the borrower fully reinstated the mortgage loan after the initial Mortgage Release evaluation, the borrower is no longer eligible for a Mortgage Release based on the initial eligibility evaluation.

If the servicer determined the borrower originally qualified for a Fannie Mae short sale without a complete BRP, and the borrower subsequently transitions to a Mortgage Release, the servicer must use the borrower's short sale qualifications for the Mortgage Release, unless the borrower fully reinstated the mortgage loan.

Evaluating a Borrower for Fannie Mae Mortgage Release Transition Options

Once the servicer determines that the borrower is eligible for a Mortgage Release and the borrower expresses interest in a Mortgage Release transition option, the servicer must screen the borrower for eligibility for a Mortgage Release transition option (exit options #2 and #3 as described in *General Requirements When Processing a Fannie Mae Mortgage Release). The servicer must refer the Mortgage Release to Fannie Mae when both the mortgage loan and borrower meet the eligibility criteria described in the following table.*

✓	Mortgage loan and borrower eligibility criteria for Mortgage Release transition options
	The mortgage loan must be a first lien mortgage loan secured by a single-family property.
	The mortgage loan must not be guaranteed, insured, or held by FHA, HUD, VA, or the RD.

✓	Mortgage loan and borrower eligibility criteria for Mortgage Release transition options
	The subject property must be • the borrower's principal residence, or • an investment property which has been leased to a tenant(s) who uses the property as a principal residence. **Note:** For the Mortgage Release transition option that allows the borrower to execute a three-month use and occupancy agreement with no rent payment required, the subject property must be the borrower's principal residence.
	At least three monthly payments must have been made since origination or since the last mortgage loan modification, if applicable. **Note**: This is only applicable for the Mortgage Release transition option that allows the borrower to execute a twelve-month lease agreement with a market rent payment.
	The mortgage loan must not have 12 or more payments past due when referred to Fannie Mae for consideration for a Mortgage Release transition option. **Note**: This is only applicable for the Mortgage Release transition option that allows the borrower to execute a twelve-month lease agreement with a market rent payment.
	The borrower must not be involved in an active bankruptcy proceeding or party to litigation involving the subject property or mortgage loan. **Note**: For the Mortgage Release transition option that allows the borrower to execute a three-month use and occupancy agreement with no rent payment required, the borrower may be involved in an active bankruptcy proceeding.
	Clear and marketable title must be able to be conveyed.
	Subordinate lien releases must be able to be obtained, if applicable.
	The occupant must have verifiable income. **Note:** Unemployed occupants with no source of income are not eligible. For the Mortgage Release transition option that allows the borrower to execute a three-month use and occupancy agreement with no rent payment required, the occupant is not required to have verifiable income.

The servicer must follow the procedures in *Processing a Mortgage Release Transition Option* in F-1-13, Processing a Fannie Mae Mortgage Release (Deed-In-Lieu of Foreclosure) for processing a Mortgage Release transition option.

Evaluating the Credit Report for New Mortgage Loans Obtained

For all Mortgage Release cases except those in which the servicer evaluated the borrower for a Mortgage Release without receiving a complete BRP in accordance with *Evaluating a Borrower to Determine Eligibility for a Fannie Mae Mortgage Release, the servicer must review each borrower's credit report to determine*

- if the borrower(s) obtained a new mortgage loan in the six months preceding the delinquency on the mortgage loan secured by the subject property; or
- in the case of a current mortgage loan, in the six months preceding the evaluation for a Mortgage Release.

If the servicer determines that the borrower obtained a new mortgage loan in the six months preceding the delinquency, or preceding the evaluation for a Mortgage Release, as applicable, the mortgage loan is only eligible if the hardship, which must be documented in accordance with the *Mortgage Assistance Application* (Form 710), was due to

- a distant employment transfer/relocation greater than 50 miles one way from the property securing the mortgage loan and the property securing the mortgage loan is the borrower's principal residence,
- new employment greater than 50 miles one way from the property securing the mortgage loan and the property secuing the mortgage loan is the borrower's principal residence, or
- PCS orders relocating a servicemember greater than 50 miles one way from the property securing the mortgage loan and the property securing the mortgage loan was or currently is the servicemember's principal residence.

In all other instances, the servicer must submit a recommendation to Fannie Mae for review. The servicer must follow the procedures in *Requesting Approval for a Non-Delegated Mortgage Release Case* in F-1-24, Requesting Fannie Mae's Approval via Fannie Mae's Servicing Solutions System for requesting Fannie Mae's approval.

Obtaining a Property Valuation and Evaluating the Condition of the Property

If the servicer determines that the borrower meets the eligibility criteria stated above for a Fannie Mae Mortgage Release, it must obtain a property valuation to determine the market value of the property securing the mortgage loan. The servicer must follow the procedures in *Obtaining a Property Valuation* in F-1-13, Processing a Fannie Mae Mortgage Release (Deed-In-Lieu of Foreclosure) for obtaining a property valuation.

Prior to the borrower executing a Fannie Mae Mortgage Release, the servicer must schedule property inspections to ensure that the property is free of environmental contamination and does not pose potential legal risks. See the Property Preservation Matrix and Reference Guide for additional information. The servicer's action will depend on whether the servicer previously ordered an interior BPO, as described in the following table.

If the servicer has…	Then the servicer…
previously ordered an interior BPO	is authorized to use the interior BPO to determine whether the property condition is acceptable prior to final execution of the Mortgage Release, as long as the BPO is dated within 90 days of the borrower's approval for a Mortgage Release.
not previously ordered an interior BPO	must order an interior inspection of the property and verify the property is in acceptable condition within 60 days of the borrower's acceptance of the Mortgage Release.

See E-3.3-03, Inspecting Properties Prior to Foreclosure Sale and D2-2-10, Requirements for Performing Property Inspections for the requirements related to performing property inspections.

If the property inspection or property valuation reveals that the subject property has been poorly maintained, needs major repairs, or has structural or foundation problems, see B-5-01, Insured Loss Events for additional information.

The servicer must submit the Mortgage Release request to Fannie Mae to receive prior written approval if the property inspection or property valuation reveals that the subject property contains environmental contamination or poses potential legal risks and the servicer determines that a Mortgage Release is the appropriate workout option. The servicer must follow the procedures in *Requesting Approval for a Non-Delegated Mortgage Release Case* in F-1-24, Requesting Fannie Mae's Approval via Fannie Mae's Servicing Solutions System for requesting Fannie Mae's approval.

Allowable Payments to Subordinate Lienholders

The following table provides the requirements that apply to allowable payments to subordinate lienholders for a Mortgage Release.

✓	Requirements for payment to subordinate lienholders
	Payments to subordinate lienholders must be in exchange for • a lien release, • a full release of liability for the borrower, and • extinguishment of the indebtedness secured by the subject property.

✓	Requirements for payment to subordinate lienholders
	Payments to all subordinate lienholders to facilitate lien releases must not exceed $6,000 in aggregate. If an individual subordinate lien or total subordinate liens are less than $6,000, the payoff must not exceed the subordinate lien amount owed. If there are multiple subordinate lienholders, the servicer has discretion to divide the subordinate lien payments among the subordinate lienholders.
	Funds must only be used for subordinate mortgage liens or deeds of trust recorded in the land records that constitute a valid lien against the subject property. Examples of other types of liens which funds must not be used for include, but are not limited to, the following: • HOA liens, • judgments, • mechanic's liens, and • materialmen's liens. **Note**: If other liens impede the closing of a Mortgage Release, the servicer must submit the case to Fannie Mae for prior written approval.

Prior to releasing any funds to a subordinate lienholder, the servicer must obtain written commitment from the subordinate lienholder that it will

- release the borrower from all claims and liability relating to the subordinate lien in exchange for receiving the agreed-upon payoff amount,
- waive all rights to seek a deficiency judgment against the borrower, and
- not require a cash contribution in addition to any funds provided by Fannie Mae as a condition for releasing its lien and releasing the borrower from personal liability.

If a subordinate a lienholder chooses to release its lien to allow the Mortgage Release to close, but does not agree to release the borrower from liability on the note, it cannot receive a payment from Fannie Mae. Regardless of whether payment is made to a subordinate lienholder, the servicer must obtain written commitment from the subordinate lienholder(s) to release the lien(s).

Incentive Payments to Assist a Borrower with Relocation Expenses

If the property securing the mortgage loan is the borrower's principal residence at the time of the Evaluation Notice, the borrower is entitled to an incentive payment of $7,500 from Fannie Mae to assist with relocation expenses following the successful completion of a Fannie Mae Mortgage Release unless one of the following apply:

- the borrower is required to contribute cash, even if the borrower fails to contribute; or

> **Note:** If the servicer believes relocation assistance is warranted despite the borrower's failure

> to contribute, the servicer must submit its relocation assistance recommendation to Fannie Mae for prior written approval.

- the borrower has PCS orders and receives a DLA or other government relocation assistance.

> **Note:** If government relocation assistance is not provided to a borrower with PCS orders, the servicer must submit its relocation assistance recommendation to Fannie Mae for prior written approval.

The servicer must adjust the amount of Fannie Mae's relocation assistance in accordance with the following table.

If...	Then the servicer must...
the servicer elects to provide an additional incentive payment from its own funds	not deduct that amount from Fannie Mae's incentive payment amount.
another source provides assistance	deduct that amount from Fannie Mae's incentive payment amount.
the property inspection report indicates that the subject property is vacant, but that there is damage to the subject property caused by the borrower or that the subject property was not left in broom swept condition	reduce Fannie Mae's incentive payment by the estimate or actual, if known, cost of remediating the issues.

The servicer must adhere to the requirements in the following table related to the payment of the borrower's relocation incentive payment.

✓	The servicer must...
	Not attempt to renegotiate the relocation incentive payment amount to a lesser amount
	Not require the borrower to apply the relocation incentive payment to obtain the release of other liens or non-real estate title impediments.

The timing and distribution for the payment of the borrower incentive is outlined in the following table.

If the borrower...	Then...
is not participating in a Mortgage Release transition option	the servicer must distribute the incentive payment to the borrower within 30 days after the servicer's acceptance of the executed deed from the borrower.
is participating in either a 3- or 12-month Mortgage Release transition option	Fannie Mae's property management company must distribute the incentive payment to the borrower within 30 days after the property becomes vacant.

Evaluating a Borrower's Ability to Make a Cash Contribution

The servicer must evaluate the borrower's ability to make a cash contribution based on the status of the mortgage loan at the time the servicer evaluated the borrower for eligibility for a Mortgage Release.

The servicer must not evaluate the borrower for a cash contribution if

- prohibited by applicable law;
- the servicer evaluated the borrower for a Fannie Mae Mortgage Release without receiving a complete BRP in accordance with *Evaluating a Borrower to Determine Eligibility for a Fannie Mae Mortgage Release; or*
- they are a servicemember with PCS orders relocating them greater than 50 miles one way from the property securing the mortgage loan and the property securing the mortgage loan was or currently is the servicemember's principal residence.

In all other instances, the servicer must evaluate the borrower for a cash contribution and request a cash contribution, if

- the borrower's non-retirement cash reserves, as stated on the *Mortgage Assistance Application* (Form 710) are in excess of $10,000; or

> **Note:** The servicer must verbally verify the assets stated on Form 710 and obtain documentation to reconcile any inconsistencies. See *Determining Whether a Borrower Response Package is Complete* in D2-2-05, Receiving a Borrower Response Package for additional information.

- the borrower's housing expense-to-income ratio is less than or equal to 40% as calculated in accordance with *Calculating the Borrower's Housing Expense-to-Income Ratio* in F-1-13, Processing a Fannie Mae Mortgage Release (Deed-In-Lieu of Foreclosure)

The servicer must initially request a cash contribution of the greater of the following, rounded to the nearest $100 and not to exceed the amount of the deficiency:

- 20% of the borrower's non-retirement cash reserves, or

- four times the contractual monthly mortgage loan payment including PITI. If the servicer does not escrow for T&I, it must estimate the borrower's monthly tax and insurance premium amounts.

If the servicer determines it is warranted based on its assessment of the borrower's individual situation and circumstances and ability to contribute, it is authorized to

- request a lower initial cash contribution amount,
- negotiate a lower cash contribution amount, or
- agree to no cash contribution.

> **Note:** If the mortgage loan is current or less than 60 days delinquent, the borrower must contribute a minimum of 20%of their non-retirement cash reserves.

The servicer must follow the procedures in*Requesting Approval for a Non-Delegated Mortgage Release Case* in F-1-24, Requesting Fannie Mae's Approval via Fannie Mae's Servicing Solutions System for requesting Fannie Mae's approval if

- the borrower refuses to make a cash contribution in an amount the servicer determines is reasonable, or
- the mortgage loan is current or less than 60 days delinquent and the borrower refuses to contribute a minimum of 20% of their non-retirement cash reserves.

The requirement for a cash contribution is waived if the contribution amount is less than $500.

> **Note:** The servicer must not request updated documentation from the borrower when evaluating the borrower's ability to make a cash contribution and the complete BRP is greater than 90 days old. However, if the borrower's credit report is greater than 90 days when the servicer evaluates the borrower's ability to make a cash contribution, the servicer must obtain a new credit report.

Requirements for Accepting a Fannie Mae Mortgage Release

The servicer must obtain all of the items listed in the following table within 60 days of the borrower's acceptance of the offer for a Fannie Mae Mortgage Release.

✓	**Documentation that must be obtained within 60 days of the borrower's acceptance of a Mortgage Release**
	The deed and a personal property release executed by the borrower. **Note:** While use of the *Personal Property Release Form (Form 192)* is optional, it reflects a minimum level of information that the servicer must include.
	The mortgage insurer's approval, if applicable, if Fannie Mae has not obtained a delegation of authority.

✓	**Documentation that must be obtained within 60 days of the borrower's acceptance of a Mortgage Release**
	Agreement(s) that the subordinate lienholder(s) will release • the subordinate lien, and • the borrower from liability if accepting payment from Fannie Mae.
	Clear and marketable title.
	The cash contribution, if applicable.
	The interior property inspection report, if applicable, indicating that there are no environmental hazards or potential legal risks, and that the property is vacant, secure, and in broom swept condition, unless the borrower is eligible in accordance with *Evaluating a Borrower for Fannie Mae Mortgage ReleaseTransition Options*. **Note**: For a Mortgage Release transition option, the servicer must review the interior property valuation to ensure the subject property's habitability (see *Obtaining a Property Valuation and Evaluating the Condition of the Property).*

If the servicer is unable to resolve all issues within 60 days, an extension of 30 days is permitted as long as the servicer provides the borrower with written or verbal weekly status updates indicating the reason that the Mortgage Release is still pending.

The servicer must request Fannie Mae's approval to accept the deed if it receives the executed deed less than 30 days prior to the foreclosure sale date, or in applicable foreclosure actions where there is no foreclosure sale and title is transferred by court order, the estimated court order docket date (if known). The servicer is responsible for any costs incurred due to the acceptance of a Mortgage Release that results in a delay in acquisition of the property.

The servicer must take the action described in the following table if it determines that the borrower has left personal property in the subject property.

If, at the time of the property inspection, the servicer determines that the personal property left by the borrower has…	**Then the servicer…**
an actual cash value less than $500	is authorized to proceed with the Mortgage Release.
an actual cash value equal to or greater than $500	must get Fannie Mae's prior written approval before completing a Mortgage Release.

The servicer must follow the procedures in *Reimbursement for Expenses Associated with Workout Options* in

F-1-05, Expense Reimbursement for requesting reimbursement of allowable fees.

Providing a Deficiency Waiver for Certain Mortgage Loans

The servicer must release the borrower from liability for any deficiency associated with the Fannie Mae mortgage loan upon successful completion of a Fannie Mae Mortgage Release for the following mortgage loans:

- mortgage loans that do not have MI, and
- mortgage loans that have MI, but the mortgage insurer has granted Fannie Mae delegation of authority (see *Processing a Fannie Mae Mortgage Release for a Mortgage Loan With Mortgage Insurance).*

The servicer must provide a deficiency waiver to the borrower after the servicer's acceptance of the executed deed from the borrower, if applicable.

While use of the *Deficiency Waiver Agreement (Form 189)* is optional, it reflects a minimum level of information that the servicer must include.

Processing a Fannie Mae Mortgage Release for a Mortgage Loan with Mortgage Insurance

The servicer must see F-2-06, Mortgage Insurer Delegations for Workout Options for the list of mortgage insurers from which Fannie Mae has obtained delegation of authority on behalf of all servicers, which allows the servicer to process a Fannie Mae Mortgage Release in accordance with this Guide without obtaining separate mortgage insurer approval at the company or loan level.

For mortgage insurers from which Fannie Mae has not obtained delegation of authority, the servicer must not agree to a Fannie Mae Mortgage Release unless the mortgage insurer agrees in writing to the following:

- to waive its property acquisition rights before the claim is filed, and
- to settle the claim by paying the lesser of the full percentage option under the terms of the master policy or the amount required to make Fannie Mae whole.

Recent Related Announcements

The table below provides references to recently issued Announcements that are related to this topic.

Announcements	Issue Date
Announcement SVC-2022-08	December 21, 2022
Announcement SVC-2022-01	February 9, 2022
Announcement SVC-2021-07	October 13, 2021

Announcements	Issue Date
Announcement SVC-2021-06	September 8, 2021
Announcement SVC-2021-03	June 9, 2021
Announcement SVC-2019-02	April 10, 2019

Section D2-3.4, Other Workout Options to Assist a Borrower

D2-3.4-01, Military Indulgence (06/13/2018)

Introduction
SCRA provides protection and relief to civilians who incur a mortgage debt and subsequently enter military service, including members of the National Guard who are called to active duty by federal authorities. Fannie Mae's military indulgence policy covers those servicemembers entitled to relief under SCRA as well as members of the National Guard or other state-supported military unit who are called to active duty by a state governor and entitled to state-mandated relief. The relief generally begins when the individual reports for active duty and ends a period of time after they are separated from active duty. The servicer must grant relief in compliance with applicable law (see A3-2-01, Compliance with Laws).

- Initiating Relief
- Reducing the Interest Rate
- Initiating or Proceeding with Foreclosure Proceedings

Initiating Relief

Before granting any military indulgence (which includes any protection afforded to a servicemember by applicable law), the servicer must document the servicemember's active duty orders using (i) Fannie Mae's Request for Military Indulgence (Form 180) or (ii) other sources (such as a report certifying the active duty status for a servicemember from the Defense Manpower Data Center, an organization within the Department of Defense) and other forms such as the *Mortgage Assistance Application* (Form 710), or equivalent, to document financial and hardship information. While use of Form 180 is optional, it reflects the minimum level of information the servicer must obtain to verify the servicemember's active duty orders, unless the servicemember is requesting assistance in addition to the assistance that is required under the SCRA.

> **Note:** The servicer is authorized to

- identify servicemembers who may be eligible for Fannie Mae's military indulgence by using the Defense Manpower Data Center's SCRA website database, and
- proactively inform active duty servicemembers of Fannie Mae's military indulgence options.

The servicer should contact the eligible servicemember or their family, at a minimum, every three months to determine when their active duty status will end.

The servicer must waive any late charges that became due after the servicemember was called to active duty.

If the servicemember receives a military indulgence forbearance in accordance with applicable law, the servicer must consider the mortgage loan to be current as long as the servicemember remits the amount, if any, required in accordance with the terms of the military indulgence forbearance.

Reducing the Interest Rate

The servicer must grant an eligible servicemember a reduction in the interest rate to 6% in accordance with the provisions of the SCRA; provided, however, that the servicer must not exercise the option provided by the SCRA to apply to a court for relief from reducing the interest rate to 6% if the servicer is of the opinion that the servicemember's ability to pay interest at a rate in excess of 6% per year is not materially affected by reason of the servicemember's military service. The servicer should make the new interest rate effective with the first payment due after the servicemember (i) enters active duty or (ii) is entitled to the new interest rate under the SCRA.

If the servicemember is unable to make the full monthly payment after the interest rate is reduced to 6%, see *Chapter D2-3, Fannie Mae's Home Retention and Liquidation Workout Options* for additional information on workout options that may be available. In addition to reducing the interest rate to 6%, the servicer must reapply any prepaid monthly payments with due dates during the period of active duty at the 6% interest rate. If the servicemember fails to notify the servicer when they enter active duty status, but subsequently provides evidence of the active duty status, the servicer must reapply any monthly payments made during the period of active duty at the 6% interest rate. Installments that are delinquent when the servicemember enters active duty status must be paid at the interest rate that was in effect when the payments came due. The servicer must provide the following options to the servicemember regarding the treatment of any remaining funds after any reapplication:

- application as a monthly payment, if sufficient;
- application as a principal curtailment; or
- a refund to the servicemember.

The servicer must follow the procedures in *Determining the Monthly Mortgage Payment Amount* for calculating the monthly payment amount during and after the servicemember's active duty and in *Determining the Servicing Fee Amount for calculating the servicing fee* in F-1-19, Processing a Military Indulgence. The servicer must provide written correspondence to the servicemember that indicates the new payment amount, the date it becomes effective, and the date it will be discontinued and the servicemember is not required to execute any document to reflect the reduced interest rate attributable to the military indulgence.

Initiating or Proceeding with Foreclosure Proceedings

The servicer must attempt to ascertain the military status of the mortgagor(s) before initiating foreclosure proceedings and must comply with specific state or local laws that address the effect of the SCRA on the foreclosure process, or that impose other restrictions or limitations on foreclosure for servicemembers.

The servicer must stay any foreclosure proceedings that were already in process or postpone the initiation of foreclosure proceedings against a servicemember eligible for military indulgence. The servicer must also provide a 12–month extended stay of foreclosure and other legal proceedings from the date on which military service ends. The servicer must not attempt to obtain the eligible servicemember's written consent or petition the court to continue or commence foreclosure proceedings.

Recent Related Announcements

There are no recently issued Announcements related to this topic.

D2-3.4-02, Offering a Mortgage Release (Deed-in-Lieu of Foreclosure) for a Second Lien Mortgage Loan (11/12/2014)

Introduction
This topic contains information on offering a mortgage release (deed-in-lieu of foreclosure) for a second lien mortgage loan.

- Offering a Mortgage Release (Deed-in-Lieu of Foreclosure) for a Second Lien Mortgage Loan

Offering a Mortgage Release (Deed-in-Lieu of Foreclosure) for a Second Lien Mortgage Loan

The following table provides the requirements for the servicer of a seriously delinquent second lien mortgage loan when evaluating a borrower for a Mortgage Release.

✓	**The servicer must...**
	Coordinate with the first lien mortgage loan servicer regarding any proposed action related to the acceptance of a Mortgage Release to determine the following: • status of the first lien mortgage loan, • intentions of the first lien mortgage loan servicer, and • possibility of a mutually arranged disposition.

✓	The servicer must...
	Order an Owner and Encumbrance Report to ensure that there are no other outstanding liens.

The servicer must obtain Fannie Mae's prior approval to accept a Mortgage Release. The servicer must follow the procedures in *Requesting Approval for a Mortgage Release for a Second Lien Mortgage Loan* in F-1-24, Requesting Fannie Mae's Approval via Fannie Mae's Servicing Solutions System for requesting Fannie Mae's approval of a Mortgage Release.

Recent Related Announcements

There are no recently issued Announcements related to this topic.

D2-3.4-03, Assignment of a Mortgage Loan to the Insurer or Guarantor (11/12/2014)

Introduction
This topic contains the following:

- Assignment of a Conventional Mortgage Loan to the Mortgage Insurer
- Assignment of a HUD or VA Mortgage Loan to the Insurer or Guarantor

Assignment of a Conventional Mortgage Loan to the Mortgage Insurer

If the mortgage insurer exercises a right under the master policy to acquire a delinquent conventional first lien mortgage loan, the servicer must assign the mortgage loan to the mortgage insurer and take whatever action is necessary to obtain payment under the insurance policy.

If the mortgage insurer instructs the servicer to assign an insured delinquent second lien conventional mortgage loan to it rather than continuing the foreclosure process, the servicer must prepare the necessary legal documents to assign the second lien mortgage loan and file a claim under the insurance contract.

See the Investor Reporting Manual for reporting the assignment to Fannie Mae.

Assignment of a HUD or VA Mortgage Loan to the Insurer or Guarantor

If the mortgage insurer or guarantor exercises its right under the policy to acquire a delinquent government mortgage loan or an assignment is the only way to liquidate a mortgage loan, the servicer must

- assign the mortgage loan to the insurer or guarantor and take required follow-up actions in compliance

with applicable regulations and procedures,

- file a claim with the insurer or guarantor, and
- report the assignment to Fannie Mae. See the Investor Reporting Manual for reporting the assignment to Fannie Mae.

Fannie Mae will hold the servicer accountable for any loss Fannie Mae incurs because it failed to assign a VA-guaranteed mortgage loan for refunding when the VA instructed it to do so.

Recent Related Announcements

There are no recently issued Announcements related to this topic.

D2-3.4-04, Qualifying Mortgage Assumption Workout Option (11/08/2017)

Introduction
This topic contains information on qualifying a delinquent mortgage loan for a mortgage assistance workout option.

- Qualifying Mortgage Assumption Workout Option

Qualifying Mortgage Assumption Workout Option

If someone is interested in purchasing a property that secures a delinquent mortgage loan with an enforceable due-on-sale (or due-on-transfer) provision and assuming the mortgage loan, the servicer must take the actions listed in the following table.

✓	**The servicer must...**
	Obtain a complete BRP from the existing borrower to determine their inability to continue making payments on the mortgage loan (see D2-2-05, Receiving a Borrower Response Package for information on obtaining a complete BRP).
	Ensure that the property purchaser qualifies for the mortgage loan in accordance with Fannie Mae's underwriting guidelines in place at the time of qualification (see F-1-28, Reviewing a Transfer of Ownership for Credit and Financial Capacity.

✓	The servicer must...
	Order an appraisal or an interior BPO for the subject property. Also see D1-4.1-05, Enforcing the Due-on-Sale (or Due-on-Transfer) Provision for additional information.
	Obtain the mortgage insurer's written approval, if applicable. The servicer must follow the procedures in Obtaining MI Approval for a Conventional Mortgage Loan in F-1-17, Processing a Transfer of Ownership for information on obtaining mortgage insurer approval.
	Follow the procedures in Requesting Approval for the Assumption of a Delinquent Conventional Mortgage Loan in F-1-24, Requesting Fannie Mae's Approval via Fannie Mae's Servicing Solutions System to determine whether Fannie Mae is willing to forego enforcement of the due-on-sale (due-on-transfer) provision.
	Repurchase an MBS mortgage loan from the MBS pool before the assumption is finalized, if applicable.

If approved by Fannie Mae, the servicer must document each approved assumption with an assumption agreement, or by an assumption and release agreement if a release of liability was agreed to, and record the agreement if required by state law. The servicer must follow the procedures in Completing a Transfer of Ownership in F-1-17, Processing a Transfer of Ownership for detailed requirements related to executing the assumption (or assumption and release) agreement.

As a condition of approving the assumption, the servicer may charge the property purchaser an assumption fee (see Allowable Fees for Servicing in A2-3-05, Fees for Certain Servicing Activities). The servicer is authorized to pass any out-of-pocket expenses related to the assumption on to the purchaser.

Recent Related Announcements

There are no recently issued Announcements related to this topic.

Chapter D2-4, Reporting Delinquent Mortgage Loans and Workout Options

Introduction

This chapter contains information on reporting delinquent mortgage loans and workout options.

D2-4-01, Reporting a Delinquent Mortgage Loan to Fannie Mae (06/10/2020)

Introduction
This topic contains information on reporting a delinquent mortgage loan to Fannie Mae.

- Reporting a Delinquent Mortgage Loan to Fannie Mae

Reporting a Delinquent Mortgage Loan to Fannie Mae

The servicer must electronically transmit a file extract of its delinquent mortgage loans to Fannie Mae each month. The file extract must also include mortgage loans for which an action was taken to manage the delinquency, even if the mortgage loan was current or less than 30 days delinquent. The servicer must follow the procedures in F-1-21, Reporting a Delinquent Mortgage Loan via Fannie Mae's Servicing Solutions System for reporting delinquency status information to Fannie Mae.

Recent Related Announcements

The table below provides references to recently issued Announcements that are related to this topic.

Announcements	Issue Date
Announcement SVC-2020-02	June 10, 2020

D2-4-02, Reporting a Workout Option to Fannie Mae (12/16/2015)

Introduction
This topic contains information on reporting a workout option to Fannie Mae.

- Reporting a Workout Option to Fannie Mae

Reporting a Workout Option to Fannie Mae

The servicer must report certain mortgage loans that receive a workout option to Fannie Mae. The servicer must follow the procedures in F-1-22, Reporting a Workout Option via Fannie Mae's Servicing Solutions System for the requirements for reporting the applicable workout option to Fannie Mae.

Additionally, the servicer must report receipt of Trial Period Plan payments to Fannie Mae in a timely manner

particularly for MBS mortgage loans that are not subject to Fannie Mae's automatic reclassification process as discussed in A1-3-06, Automatic Reclassification of MBS Mortgage Loans.

Recent Related Announcements

There are no recently issued Announcements related to this topic.

D2-4-03, Reporting Certain Workout Options to Treasury (11/12/2014)

Introduction
This topic contains information about reporting certain workout options to Treasury.

- Reporting Certain Workout Options to Treasury

Reporting Certain Workout Options to Treasury

The servicer must report mortgage loans that receive certain workout options to Treasury. The servicer must see HMPAdmin.com for more information on reporting these workout options to Treasury.

Recent Related Announcements

There are no recently issued Announcements related to this topic.

Part E, Default-Related Legal Services, Bankruptcy, Foreclosure Proceedings, and Acquired Properties

Introduction

This part describes default-related legal services, bankruptcy, foreclosure proceedings, and acquired properties.

Published April 9, 2025

Chapter E-1, Referring Default-Related Legal Matters and Non-Routine Litigation to Law Firms

Introduction

This chapter describes referring default-related legal matters and non-routine litigation to law firms.

Section E-1.1, Referring a Mortgage Loan to a Law Firm

E-1.1-01, General Requirements for Referring a Mortgage Loan to a Law Firm (05/08/2024)

- General Requirements for Referring a Mortgage Loan to a Law Firm

General Requirements for Referring a Mortgage Loan to a Law Firm

The following table describes the servicer's responsibilities for all referrals to law firms for default-related legal services.

✓	**The servicer must...**
	Send the referral to a law firm that has been selected and retained for the jurisdiction under the requirements set forth in A4-2.2-01, Selecting and Retaining Law Firms.
	Submit a complete referral package to the law firm and work with the law firm to determine • the documents needed in that particular jurisdiction for the specific proceedings, and • whether the documents may be photocopies or must be the originals.
	Advise the law firm to which the referral is made that Fannie Mae owns or securitizes the mortgage loan being referred.

✓	The servicer must...
	Manage referrals to law firms to avoid any conflicts of interest on the part of the law firm with respect to Fannie Mae and the servicer.
	Provide Fannie Mae's Legal department (see F-4-02, List of Contacts) with written notice at least 5 business days prior to transferring any default-related matter that results in an aggregate of 30 or more transfers within a 6-month period from a single law firm to another law firm in the same state. The servicer must include an implementation plan and transfer details for all of the applicable default-related matter transfers during this 6-month period. **Note:** If a foreclosure sale has already occurred, the servicer must obtain Fannie Mae's prior approval before transferring any default-related matter to another law firm.

The law firm to which a foreclosure referral is made will handle any subsequent bankruptcy case, unless the bankruptcy case is filed in a different jurisdiction and the servicer has not selected and retained the law firm to perform legal services in the jurisdiction in which the bankruptcy case is filed. In those cases, the bankruptcy case must be handled by a law firm selected and retained by the servicer in the jurisdiction in which the bankruptcy case was filed. When the bankruptcy case is resolved, the matter must be referred back to the law firm that originally received the foreclosure referral if foreclosure is still necessary, unless the law firm's retention has been terminated or a suspension of new referrals is in place. See *Required Referral Timelines for Mortgage Loans Previously Referred for Foreclosure in E-1.2-01, Timing of the Bankruptcy Referral for additional information and requirements.*

Fannie Mae may deny reimbursement of fees and out-of-pocket expenses for any referrals to law firms that have not been selected and retained under these requirements. See A1-4.2-02, Compensatory Fees for Delays in the Liquidation Process for additional information.

Recent Related Announcements

The table below provides references to recently issued Announcements that are related to this topic.

Announcements	Date Issue
Announcement SVC-2024-03	May 8, 2024

E-1.1-02, Required Referral Documents (11/12/2014)

Introduction
This topic contains the following:

- Overview
- Additional Required Bankruptcy Referral Documents
- Additional Required Foreclosure Referral Documents
- Additional Documents Required for Proceedings Involving a Manufactured Home

Overview

The servicer must provide all appropriate documentation and mortgage loan status data for each mortgage loan it refers to a law firm for any default-related legal services.

After referral, the servicer must keep the law firm informed about any change in the status of the mortgage loan.

At the time of any referral to a law firm, the servicer must provide the law firm with

- a true, correct, and complete copy of the note, including any allonge, produced from the original held by the document custodian;
- the original note, including any allonge; or
- a lost note affidavit.

Providing a copy of or the original note will depend on whether the applicable law of the jurisdiction requires the original note or merely a copy. Lost note affidavits must only be used after a thorough and diligent search has been made for the original note. Fannie Mae does not reimburse the servicer for the cost to obtain original notes or lost note affidavits.

The servicer must institute a process to request the necessary documents from the document custodian no later than the 95th day of delinquency in order to ensure that these documents are available at the time of referral.

If the servicer fails to provide the appropriate documentation and information as part of the referral package, or does not respond within three business days to requests from the law firm for additional information or documents, Fannie Mae reserves the right to pursue any of its available remedies, which may include, but are not limited to, the following:

- indemnification,
- “make whole,”
- repurchase, or
- compensatory fees.

Additional Required Bankruptcy Referral Documents

The following table lists the documentation required specifically for bankruptcy referral packages.

✓	Documentation required for the bankruptcy referral package
	All legal documents the law firm needs to conduct the bankruptcy proceedings.
	All necessary information about the status of • the property, • the borrower, • the mortgage loan, and • the bankruptcy filing.
	Any relevant information on the current and any prior bankruptcy filings, such as plans, pleadings, schedules, and proofs of claims involving the borrower or the subject property.
	Information related to any potential workout options.
	The mortgage loan collection history.
	Any current or previous foreclosure status information.
	All information the servicer has regarding the value of the security property, if applicable.

The servicer must check its records for the mortgage loan carefully to determine whether the borrower has filed for bankruptcy previously. If the records reflect other bankruptcy filings, the servicer must mark the referral package it sends to the bankruptcy attorney as “repeat filer” or “possible bankruptcy abuse” and ask the attorney to confirm whether the borrower’s filing is considered “abusive.” See also E-2.3-01, Identifying Abusive Filers for additional information.

Additional Required Foreclosure Referral Documents

When an assignment of mortgage to the party in whose name the foreclosure will be conducted is required (and in all cases as to which MERS is the mortgagee of record), the servicer must adhere to the requirements shown in the following table.

✓	The servicer must...
	Have a process to identify the mortgagee of record by the 90th day of delinquency.

✓	The servicer must...
	Ensure that, no later than the time of the foreclosure referral to a law firm, the mortgage has been validly assigned (that is, is legally effective and enforceable) to the party in whose name the foreclosure will be conducted.

The following table provides additional requirements for the assignment of mortgages.

If...	Then the servicer...
the property is located in a jurisdiction that recognizes the effectiveness of executed, but unrecorded, assignments	may initiate foreclosure prior to recordation of the assignment. However, the assignment must be recorded as soon as possible, in compliance with the laws of the jurisdiction where the property is located.
the jurisdiction requires recordation of the assignment to the party in whose name the foreclosure will be conducted before proceeding with foreclosure	must record the assignment before the foreclosure begins (as defined by applicable state or local law).
the MERS is the mortgagee of record	must as quickly as possible prepare and execute (and record, if necessary) the assignment of mortgage from MERS to the party in whose name the foreclosure will be conducted.
the assignment of the mortgage has been executed but not recorded or sent for recording as of the date of the foreclosure referral	must include the original assignment in the referral package sent to the law firm.
applicable law requires that there be an assignment of mortgage to the servicer or Fannie Mae before foreclosure referral, *e.g.*, prior to the sending of a notice of default or right to cure	must prepare and execute (and record, if necessary) the assignment of mortgage in compliance with applicable requirements.

Additional Documents Required for Proceedings Involving a Manufactured Home

If the referral is for a mortgage loan secured by a manufactured home, the servicer must also provide the law firm with

- information that the property type is manufactured housing;
- copies (or originals, if originals will be needed) of all collateral documents or other documents that may facilitate the legal process; and
- a copy of the property inspection report, property status report, or other documentation that identifies the status of the property as manufactured housing.

Recent Related Announcements

There are no recently issued Announcements related to this topic.

E-1.1-03, Required Referral Data (11/12/2014)

The following table lists the information that must be sent to a law firm when a mortgage loan is referred for either bankruptcy or foreclosure proceedings.

✓	**The referral must include…**
	The following servicer information: • the servicer's name, address, and Fannie Mae Identification Number; and • the servicer's contact person's name, telephone number, email address, and fax number.
	The following property information: • the property address, and Tax Identification Number or assessor's parcel number (if available); • the property type (single-family, condo, co-op, etc.); • the number of dwelling units; • occupancy status; • whether the property is owner-occupied or an investment property (if an investment property, provide all known information, including number of units, occupancy status, names of any tenants, rental income, lease amounts, etc.); • whether the property is Native American land (tribal trust, allotted, restricted fee, as applicable); • the name and telephone number of the management agent for a co-op project (if applicable); and • the name and telephone number of the HOA or condominium association (if applicable).

✓	The referral must include…
	The following borrower information: • the borrower's name and, if available, phone number(s) and email address; • the borrower's mailing address (if different from property address); • the borrower's Social Security number or Tax Identification Number; and • the borrower's current military status (if any).
	The following mortgage loan information: • the servicer's Loan Identification and Fannie Mae Loan Number; • MERS MIN, if applicable; • lien priority (first or subordinate); • original mortgage loan amount; • current UPB and LPI date; • the total amount past due (reinstatement); • the total amount due (payoff); • itemization of fees, costs, and other charges; • brief servicing history for the last 12 months (including previous foreclosure referrals, workout attempts, and bankruptcies); • the name of the mortgage insurer (if applicable); and • any other important mortgage loan characteristics (such as HECM status, Texas Section 50(a)(6) loan, etc.).

In addition to all of the data elements previously mentioned in this topic, a referral to a law firm for bankruptcy proceedings will also require the following information:

- bankruptcy case number;
- bankruptcy jurisdiction;
- date of the bankruptcy filing;
- chapter under which the bankruptcy was filed;
- any property valuation information;
- breakdown of the monthly payment (principal, interest, and escrow deposits);
- mortgage escrow analysis (showing any shortage or surplus); and
- foreclosure case number, jurisdiction, and date the proceedings initiated.

Recent Related Announcements

There are no recently issued Announcements related to this topic.

Section E-1.2, Timing of the Referral to a Law Firm

E-1.2-01, Timing of the Bankruptcy Referral (11/12/2014)

Introduction
This topic contains the following:

- Overview
- Required Referral Timelines for Mortgage Loans Not Previously Referred for Foreclosure
- Required Referral Timelines for Mortgage Loans Previously Referred for Foreclosure

Overview

The timeline for referring a case to a law firm will vary depending on the status of the mortgage loan at the time the bankruptcy case is filed.

See F-2-01, Bankruptcy Referral and Completion Timelines for additional information.

Required Referral Timelines for Mortgage Loans Not Previously Referred for Foreclosure

The servicer may refer all delinquent mortgage loans in Chapter 7, 12, and 13 cases to a law firm for preparation of the proof of claim and, in Chapter 12 and 13 cases, review of the debtor's plan. It is not necessary for these mortgage loans to be 60 days delinquent before being referred to a law firm. When the mortgage loan associated with a bankruptcy case has not previously been referred for foreclosure, the servicer must refer the mortgage loan to a law firm in accordance with the criteria presented in the following table.

Bankruptcy filed	Required timelines for referral
Chapter 7, 12, or 13 cases	The servicer must send the referral no later than two weeks from the 60th day of delinquency. If the mortgage loan is already 60 or more days delinquent when the borrower files, the servicer must send the referral no later than two weeks from the date of the bankruptcy filing. The servicer must refer the case earlier to a law firm if it believes that the bankruptcy may affect the borrower's obligations under the terms of the note or mortgage, or if expedited relief from stay is otherwise necessary to protect Fannie Mae's interests.
Chapter 11	Regardless of whether the mortgage loan is current or delinquent when a borrower files, the servicer must refer the case to a law firm. The servicer must send the referral no later than two weeks from the date of the bankruptcy filing.

The servicer is responsible for ensuring that the bankruptcy is appropriately handled prior to referral to a law firm.

Required Referral Timelines for Mortgage Loans Previously Referred for Foreclosure

When the mortgage loan associated with a bankruptcy case has been previously referred to a law firm for the initiation of foreclosure proceedings, the servicer must immediately

- notify the law firm of the bankruptcy filing, and
- send any required bankruptcy referral within two weeks from the date of the bankruptcy filing.

Bankruptcy referral requirements for mortgage loans previously referred to foreclosure are described in the following table.

✓	If a law firm was already retained to conduct the foreclosure proceedings, then…
	The same law firm must handle any subsequent bankruptcy case, unless the bankruptcy case is filed in a different jurisdiction and the servicer has not selected and engaged the law firm to perform legal services in that jurisdiction. In those cases, the bankruptcy must be handled by a law firm selected and retained by the servicer in the jurisdiction in which the bankruptcy case was filed.

✓	If a law firm was already retained to conduct the foreclosure proceedings, then…
	The servicer must promptly forward all applicable information to the law firm and instruct the law firm to take all actions necessary to protect Fannie Mae's interests.

When the bankruptcy case is resolved, the servicer must refer the case back to the law firm that originally received the foreclosure referral, assuming that

- foreclosure is still necessary, and
- the law firm's engagement has not been terminated and no suspension of new referrals is in place.

Recent Related Announcements

There are no recently issued Announcements related to this topic.

E-1.2-02, Timing of the Foreclosure Referral for Mortgage Loans Generally (05/10/2023)

For all mortgage loans secured by a principal residence, the servicer must refer the mortgage loan to foreclosure no earlier than the 121st day of delinquency unless applicable law permits earlier referral. If the servicer determines, in accordance with applicable law, that the property securing the mortgage loan is not, or is no longer the borrower's principal residence, the servicer must refer the mortgage loan to foreclosure prior to the 121st day of delinquency as described below.

Depending on the outcome of the prereferral review for mortgage loans not secured by a principal residence, the mortgage loan must be referred to a law firm for foreclosure no later than the 120th day of delinquency, except in circumstances where the borrower submits a BRP shortly before the foreclosure referral. See E-3.2-01, Conducting Prereferral Review and E-3.2-04, Postponing Foreclosure Referral for Mortgage Loans Not Secured by a Principal Residence for additional information.

Foreclosure is considered to have begun on the date when the servicer refers the matter to a law firm. The servicer must maintain a record of the date of the referral in the mortgage loan file.

Fannie Mae requires the servicer to contact its Fannie Mae Servicing Representative (see F-4-02, List of Contacts) if it becomes aware of environmental hazards that affect the security property. Regardless of whether Fannie Mae is named as a party in any environmental litigation, it must be considered non-routine and the servicer must immediately notify Fannie Mae's Legal department by submitting a Non-Routine Litigation Form (Form 20). See also E-1.3-02, Reporting Non-Routine Litigation to Fannie Mae for additional information. The servicer must follow the procedures in *Reporting Environmental Hazards to Fannie Mae* in F-1-08, Managing Foreclosure Proceedings, for instructions specifically related to reporting environmental issues to Fannie Mae.

See the Property Preservation Matrix and Reference Guide for additional information.

Recent Related Announcements

The table below provides references to recently issued Announcements that are related to this topic.

Announcements	Issue Date
Announcement SVC-2023-03	May 10, 2023

E-1.2-03, Timing of the Foreclosure Referral for Second Lien Conventional Mortgage Loans Not Secured by a Principal Residence (11/12/2014)

Foreclosure proceedings for a second lien mortgage loan that is not secured by a principal residence can begin when at least two full monthly payments are past due. In addition, even if a second lien mortgage loan that is not secured by a principal residence is not two full monthly payments past due, as long as the servicer has complied with SCRA requirements and any applicable state law that restricts the right to foreclose on a second lien mortgage loan, foreclosure proceedings can begin if

- the first lien mortgage loan is in default; and
- the second lien mortgage instrument includes a provision that the second lien mortgage loan will be considered in default, regardless of the status of its payments, if the first lien mortgage loan is in default.

After the servicer sends the required breach letter as prescribed in D2-2-06, Sending a Breach or Acceleration Letter, its next action depends on whether the second lien mortgage loan has conventional MI. When the mortgage loan has MI, the servicer must determine if

- both the first and second lien mortgage loans are in default; and
- Fannie Mae has an interest in only one mortgage loan, or both the first and second lien mortgage loans.

The terms of the recourse or credit enhancement arrangement under which Fannie Mae purchased or securitized an uninsured second lien mortgage loan will determine whether foreclosure proceedings will be initiated and the type(s) of actions the servicer must take. The servicer must contact its Fannie Mae Servicing Representative (see F-4-02, List of Contacts) by submitting a case through Fannie Mae's servicing solutions system before making a decision to foreclose on any conventional second lien mortgage loan and/or to advance the funds to bring the first lien mortgage loan current.

The servicer must refer the case to a law firm to begin foreclosure proceedings on a second lien mortgage loan

that is not secured by a principal residence no later than 30 days after the date it issued the breach letter once a final determination is made to initiate foreclosure on such a mortgage loan.

Recent Related Announcements

There are no recently issued Announcements related to this topic.

E-1.2-04, Timing of the Foreclosure Referral for Government Mortgage Loans (11/12/2014)

If the borrower does not pursue FHA's foreclosure prevention alternatives (or is not eligible for them), the servicer must refer the mortgage loan to a law firm to begin foreclosure proceedings in compliance with FHA's guidelines if permitted by applicable law.

The servicer of a VA-guaranteed mortgage loan must send all notices the VA requires to notify the borrower of their breach of the terms of the mortgage loan and refer the mortgage loan to a law firm to begin foreclosure proceedings in compliance with VA guidelines if permitted by applicable law.

Recent Related Announcements

There are no recently issued Announcements related to this topic.

Section E-1.3, Handling Non-Routine Litigation

E-1.3-01, General Servicer Responsibilities for Non-Routine Matters (10/11/2023)

"Non-routine" litigation generally consists of an action that, regardless of whether Fannie Mae is a party to the proceeding

- seeks monetary damages against Fannie Mae, its officers, directors, or employees;
- challenges the validity, priority, or enforceability of a Fannie Mae mortgage loan or seeks to impair Fannie Mae's interest in an acquired property and the handling of which is not otherwise addressed in the *Servicing Guide*; or
- presents an issue that may pose a significant legal or reputational risk to Fannie Mae.

The following table describes the servicer's responsibilities related to non-routine litigation.

✓	**The servicer must...**
	Appropriately handle legal matters affecting Fannie Mae mortgage loans.
	Notify Fannie Mae's Legal department of any non-routine litigation by submitting a *Non-Routine Litigation Form* (Form 20). **Note:** Fannie Mae reserves the right to direct and control all litigation involving a Fannie Mae mortgage loan, and the servicer and any law firm handling the litigation must cooperate fully with Fannie Mae in the prosecution, defense, or handling of the matter.
	Obtain Fannie Mae's prior written approval before either • removing a case to federal court based on Fannie Mae's Charter, or • appealing or otherwise challenging judgment in any foreclosure or bankruptcy proceeding. **Note**: The servicer must also notify Fannie Mae's Legal department by submitting Form 20 if a borrower files an appeal or seeks other post-judgment relief in a foreclosure or bankruptcy proceeding.
	Periodically update Fannie Mae on the progress of non-routine litigation as necessary and appropriate.
	Provide Fannie Mae with sufficient opportunity in advance of any deadline or due date to review and comment upon proposed substantive pleadings, including: • motions, • responses, • replies, and • briefs.
	Notify retained counsel of its proposal to offer any payment deferral or mortgage loan modification and provide counsel with sufficient opportunity in advance of the solicitation to review and provide comments in connection with any solicitation materials. See D2-3.2-04, Payment Deferral, D2-3.2-05, Disaster Payment Deferral, and D2-3.2-06, Fannie Mae Flex Modification for additional information.

Not all contested matters constitute non-routine litigation. The following represent examples that are considered routine litigation and need not be reported to Fannie Mae:

- a contested foreclosure action in which the borrower alleges a case-specific procedural or technical defect in the foreclosure, or
- a contested foreclosure action in which the borrower alleges a case specific payment application claim.

In contrast, a contested foreclosure or bankruptcy action in which a borrower challenges the servicer's ability to conduct a foreclosure or seek relief from stay based on a legal argument that, if upheld, could have broader application to other Fannie Mae mortgage loans is non- routine litigation because of the potential for negative legal precedent to extend beyond the immediate case.

In order to assist the servicer in identifying non-routine litigation, the following table lists the categories of non-routine litigation and provides examples of matters that must be reported to Fannie Mae as non-routine litigation. Given the evolving nature of default-related litigation, it is not possible to provide an exhaustive list.

Non-Routine Category	Examples
Actions that seek monetary relief against Fannie Mae.	Any claim (including counterclaims, cross- claims, or third-party claims in foreclosure or bankruptcy actions) for damages against Fannie Mae or its officers, directors, or employees.
Actions that challenge the validity, priority, or enforceability of a Fannie Mae mortgage loan or seek to impair Fannie Mae's interest in an acquired property.	An action seeking to demolish a property as a result of a code violation; An action seeking to avoid a lien based on a failure to comply with a law or regulation; An attempt by another lienholder to assert priority over Fannie Mae's lien or extinguish Fannie Mae's interests; A quiet title action seeking to declare Fannie Mae's lien void; or An attempt by a borrower to affect a cramdown of a mortgage loan in bankruptcy.

Non-Routine Category	Examples
Actions that present an issue that may pose significant legal or reputational risk to Fannie Mae.	Any issue involving Fannie Mae's conservatorship, its conservator FHFA, Fannie Mae's status as a federal instrumentality, or an interpretation of Fannie Mae's Charter; Any contention that Fannie Mae is a federal agency or otherwise part of the United States Government; Any "due process" or other constitutional challenge; Any challenge to the methods by which Fannie Mae does business; Any putative class action involving a Fannie Mae mortgage loan; A challenge to the standing of the servicer to conduct foreclosures or bankruptcies that, if successful, could create negative legal precedent with an impact beyond the immediate case; A challenge to the methods by which MERS does business or to its ability to act as nominee under a mortgage; Any "show cause orders" or motions for sanctions relating to a Fannie Mae mortgage loan, whether against Fannie Mae, the servicer, a law firm, or a vendor of the servicer or law firm; Any foreclosure on Native American tribal lands; Any environmental litigation relating to a Fannie Mae loan; A need to foreclose judicially in a state where non-judicial foreclosures predominate; Any claim invoking a Fannie Mae HAMP as a basis to challenge a foreclosure; Any cross-border insolvency proceeding under Chapter 15 of the Bankruptcy Code; Any claim of predatory lending or discrimination in loan origination or servicing; or Any claim implicating the interpretation of the terms of the Fannie Mae/Freddie Mac Uniform Mortgage Instruments.

Recent Related Announcements

The table below provides references to recently issued Announcements that are related to this topic.

Announcements	Issue Date
Announcement SVC-2023-05	October 11, 2023
Announcement SVC-2023-03	May 10, 2023
Announcement SVC-2020-04	September 9, 2020

E-1.3-02, Reporting Non-Routine Litigation to Fannie Mae (05/10/2023)

Non-routine litigation must be reported to Fannie Mae's Legal department using the *Non-Routine Litigation Form* (Form 20) within two business days of the servicer receiving notice of the litigation, except with respect to the following three categories of loan-level challenges:

- a challenge to the standing of the servicer to conduct foreclosures or bankruptcies that, if successful, could create negative legal precedent with an impact beyond the immediate case;
- a challenge to the methods by which MERS does business or its ability to act as nominee under a mortgage; or
- any claim invoking HAMP as a basis to challenge a foreclosure.

With respect to these three categories of loan-level challenges, it is not necessary for the servicer to notify Fannie Mae until

- the borrower seeks summary judgment on such a challenge,
- briefing is required in response to such a challenge, or
- the issue is expected to be raised at a scheduled trial.

Recent Related Announcements

The table below provides references to recently issued Announcements that are related to this topic.

Announcements	Issue Date
Announcement SVC-2023-03	May 10, 2023

E-1.3-03, Reporting “Legal Filings” to MERS (11/12/2014)

Rule 14 of the MERS System Rules of Membership imposes notification requirements concerning “Legal Filings” that raise certain MERS-related challenges. The servicer is responsible for ensuring any notification required under MERS Rule 14 is provided to MERSCORP Holdings, Inc., and also immediately to Fannie Mae’s Single Family Legal department (see F-4-02, List of Contacts).

Recent Related Announcements

There are no recently issued Announcements related to this topic.

Chapter E-2, Managing Bankruptcy Proceedings

Introduction

This chapter describes managing bankruptcy proceedings.

Section E-2.1, Bankruptcy Proceedings in General

E-2.1-01, General Servicing Requirements for Mortgage Loans Under Bankruptcy Protection (06/10/2020)

The following table provides general servicing requirements for all mortgage loans subject to an active bankruptcy.

✓	When a borrower files for bankruptcy, the servicer must...
	Take all actions that are necessary to protect Fannie Mae's interests.
	Report the initiation of bankruptcy proceedings in the first delinquency status information it transmits to Fannie Mae after it learns that the borrower has filed for bankruptcy (even if the mortgage loan payment is current or less than 30 days delinquent). See *Delinquency Status Code Hierarchy and Definitions* in F-1-21, Reporting a Delinquent Mortgage Loan via Fannie Mae's Servicing Solutions System for a list of delinquency status codes.
	Ensure that appropriate follow-ups are scheduled and actions are taken in a timely manner to protect Fannie Mae's interests.
	Be able to provide Fannie Mae with documented evidence it took all required actions to mitigate a specific bankruptcy in a timely and appropriate manner.

Recent Related Announcements

The table below provides references to recently issued Announcements that are related to this topic.

Announcements	Issue Date
Announcement SVC-2020-02	June 10, 2020

E-2.1-02, Confirming Bankruptcy Information (11/12/2014)

- Confirming Bankruptcy Information

Confirming Bankruptcy Information

Once the servicer determines that a borrower has filed bankruptcy, it must obtain confirmation and note in its bankruptcy tracking system all of the information shown in the following table.

✓	Bankruptcy information the servicer must confirm and document in its file
	Borrower's name.

✓	Bankruptcy information the servicer must confirm and document in its file
	Bankruptcy case number.
	Date of filing.
	Chapter under which the bankruptcy was filed.
	Court that has jurisdiction over the case.
	Name of the presiding bankruptcy judge.

Within two weeks of a borrower filing for bankruptcy, the servicer must check its records for the mortgage loan to determine whether a previous bankruptcy has been filed. See E-2.3-01, Identifying Abusive Filers for additional information.

Recent Related Announcements

There are no recently issued Announcements related to this topic.

E-2.1-03, Suspending Debt Collection Efforts (11/12/2014)

The servicer must immediately suspend any and all debt collection efforts (including foreclosure proceedings) upon notification of a bankruptcy filing, unless legal counsel expressly advises it that certain collection efforts may be continued.

If collection efforts or foreclosure proceedings began before the servicer received notice of the bankruptcy filing, the servicer must contact the law firm as soon as possible to determine how to proceed.

Recent Related Announcements

There are no recently issued Announcements related to this topic.

E-2.1-04, Expected Servicer/Attorney Interaction During Bankruptcy Proceedings (11/12/2014)

Key instances of Fannie Mae's required timelines for servicer and attorney interaction related to bankruptcy proceedings are provided in the following table.

The law firm will...	The servicer must...
notify the servicer of the receipt of the referral package (and indicate whether or not it is complete) within two business days	send any required missing documentation (or, if appropriate, have the foreclosure attorney send the documents) to the law firm within three business days after it receives the attorney's acknowledgment and request.
request that the servicer provide the information needed to complete the proof of claim or other necessary action	provide this information to the law firm within three business days. **Note**: The servicer must always provide any additional information, verifications, certifications, documentation, and signatures that the law firm requests no later than three business days after the law firm asks for them.
promptly send to the servicer all workout proposals, along with a recommendation either to accept the proposal or to pursue an alternative bankruptcy strategy (describing the details of the alternative strategy)	review the information and recommendation within five business days. If the servicer concurs with any recommended workout proposal and Fannie Mae's approval is required, it must submit the recommendation to Fannie Mae via Fannie Mae's servicing solutions system within ten business days after it receives the law firm's initial recommendation. Within five business days after it receives Fannie Mae's decision about the workout proposal, the servicer must advise the law firm of the decision.

Recent Related Announcements

There are no recently issued Announcements related to this topic.

E-2.1-05, Filing a Notice of Appearance and Sending Proper Notices (11/12/2014)

The servicer must ensure the law firm files a Notice of Appearance after receiving the referral package.

The transferee servicer must notify the bankruptcy court and the Chapter 12 or Chapter 13 bankruptcy trustee when a mortgage loan subject to a Chapter 12 or Chapter 13 bankruptcy is included in a servicing transfer.

Recent Related Announcements

There are no recently issued Announcements related to this topic.

E-2.1-06, Reviewing Bankruptcy Reorganization Plans (11/12/2014)

The servicer or the law firm must obtain a copy of any proposed reorganization plan and review it prior to the confirmation hearing and any deadline to object to confirmation. The review must consider the scenarios described in the following table.

If any of the following statements are true…	Then…
the plan attempts to modify the security deed or mortgage, the note, the principal balance, the interest rate, or the maturity date	the servicer must ensure that the attorney files an Objection to the Confirmation or to other motions filed by the debtor, as appropriate.
the plan does not include the correct arrearage claim amount and provide for the payment of interest (where permissible to collect)	
the plan does not provide for the arrearage claim to be paid in a reasonable period of time in accordance with local rules and practices	
the plan does not provide for attorney fees	

The servicer must direct the law firm to request that post-petition payments be sent directly to the servicer unless local rules and practices require post-petition payments to be sent to the trustee. If the security property is located in a jurisdiction that allows the trustee to receive both the pre-petition and post-petition monthly payments, and the confirmation hearing is not held within 45 days of the meeting of creditors, the servicer must instruct the law firm to consider requesting interim payments by filing a Motion for Adequate Protection Payments, if permitted by the bankruptcy court.

Recent Related Announcements

There are no recently issued Announcements related to this topic.

E-2.1-07, Preparing and Filing a Proof of Claim (11/12/2014)

Either the servicer or the law firm must prepare and file a proof of claim within the deadline established by the court.

Recent Related Announcements

There are no recently issued Announcements related to this topic.

E-2.1-08, Monitoring Borrower Payments and Critical Dates (11/12/2014)

The following table provides Fannie Mae's requirements for monitoring and tracking borrower payments.

✓	**The servicer must…**
	Keep accurate records of the payments it receives from the borrower before, during, and after the bankruptcy process.
	Ensure that both pre-petition and post-petition payments are made on time and are properly accounted for in accordance with • Fannie Mae's standard servicing requirements, • the borrower's contractual obligations, and • the rules of the bankruptcy court.
	Keep the law firm informed about the borrower's payment record and send a new referral if the mortgagor becomes 60 days delinquent with their plan payments. The referral must be sent no later than two weeks from the 60th day of delinquency.
	Maintain a legal event record that includes dates and indicates the status of the case at various stages in the bankruptcy process.

Recent Related Announcements

There are no recently issued Announcements related to this topic.

E-2.1-09, Identifying Workout Opportunities (11/12/2014)

The following table provides Fannie Mae requirements for the servicer when identifying workout opportunities for mortgage loans in bankruptcy.

✓	The servicer must…
	Work together with the law firm to pursue workout opportunities during all phases of the bankruptcy process. Fannie Mae reserves the right to request a report of the documented communication between the servicer and the law firm concerning workout attempts.
	Have the law firm contact the borrower's counsel to discuss the different workout options that might be suitable for the borrower, when the borrower is contractually delinquent. If the borrower is not represented by counsel, the law firm may contact the borrower directly.
	Work with the law firm and the borrower's counsel to discuss details of the various alternatives and to select the most appropriate option.
	Seek approval from Fannie Mae and the bankruptcy court, as required, when a workout opportunity is identified.

The particular workout option to be utilized in a given bankruptcy case will depend upon many factors, including, but not limited to, the following:

- the type of bankruptcy case,
- the stage of the bankruptcy case,
- local practices and procedures, and
- the particular circumstances of the borrower and the property.

Recent Related Announcements

There are no recently issued Announcements related to this topic.

E-2.1-10, Dealing with Delays in the Bankruptcy Process (11/12/2014)

The bankruptcy timelines in this chapter represent expected time frames within which Fannie Mae expects a routine bankruptcy proceeding to be concluded, given the applicable legal requirements. Fannie Mae recognizes there are a variety of issues that may cause delays in completing bankruptcy cases.

Examples of potential delays in the bankruptcy process include:

- the borrower performing in accordance with an adequate protection order or stipulation,
- a bankruptcy trustee attempting to sell the property securing the mortgage loan, or
- jurisdictional constraints being present.

The servicer must ensure all pre-petition and post-petition payments are properly applied and monitored in accordance with all applicable laws and as described in *Processing Pre-Petition and Post-Petition Payments* in E-2.2-04, Managing Chapter 13 Bankruptcies. The servicer is responsible and accountable for any and all timeline delays attributable to the law firm.

Recent Related Announcements

There are no recently issued Announcements related to this topic.

E-2.1-11, Remitting P&I for MBS Mortgage Loans That Are Part of a Bankruptcy (07/13/2022)

Introduction
This topic contains the following:

- Overview
- Removing Regular Servicing Option MBS Mortgage Loans Upon Confirmation of a Bankruptcy Plan
- Reclassifying Special Servicing Option MBS Mortgage Loans Upon Confirmation of a Bankruptcy Plan

Overview

Unless Fannie Mae has placed the mortgage loan in the Stop Delinquency Advance process, the servicer must report and remit the P&I to Fannie Mae each month as scheduled under the original terms of the mortgage loan as long as any mortgage loan remains in its MBS pool, regardless of servicing option or delinquency status. See C-3-01, Responsibilities Related to Remitting P&I Funds to Fannie Mae. See also E-2.3-03, Handling Cramdowns of the Mortgage Debt for more information regarding P&I remittance on loans subject to cramdowns in bankruptcy, and F-1-20, Remitting and Accounting to Fannie Mae for details on the Stop Delinquency Advance process.

For example, an MBS mortgage loan in an MBS pool issued prior to June 1, 2007 that is current (or has not been in a continuous state of delinquency for at least four consecutive payment due dates) in the month in which the Order of Confirmation is entered will remain in its MBS pool.

Removing Regular Servicing Option MBS Mortgage Loans Upon Confirmation of a Bankruptcy Plan

The following table outlines the time frame within which a servicer may purchase a regular servicing option

mortgage loan from an MBS pool.

If a regular servicing option mortgage loan is in an MBS pool…	Then the servicer may purchase such MBS mortgage loan…
issued on or after June 1, 2007	following the earlier of: • the confirmation of a plan that modifies the terms of the MBS mortgage loan; or • the loan having been in a continuous state of delinquency for at least four consecutive monthly payment due dates, or at least eight consecutive payment due dates in the case of a biweekly mortgage loan, without a full cure during that period.
issued prior to June 1, 2007	after the mortgage loan has been in a continuous state of delinquency for at least four consecutive monthly payment due dates, or at least eight consecutive monthly payment due dates in the case of a biweekly mortgage loan, without a full cure during that period.

A regular servicing option MBS mortgage loan that has been repurchased from its MBS pool is not eligible for redelivery.

Reclassifying Special Servicing Option MBS Mortgage Loans Upon Confirmation of a Bankruptcy Plan

The following table outlines the time frame within which a special servicing option mortgage loan may be reclassified from an MBS pool.

If a special servicing option mortgage loan is in an MBS pool…	Then the mortgage loan may be reclassified…
issued on or after June 1, 2007	following the earlier of: • the confirmation of a reorganization plan that modifies the terms of the MBS mortgage loan; or • the loan having been in a continuous state of delinquency for at least 24 consecutive monthly payment due dates, or at least 48 consecutive payment due dates in the case of a biweekly mortgage loan, without a full cure during that period.

If a special servicing option mortgage loan is in an MBS pool...	Then the mortgage loan may be reclassified...
issued prior to June 1, 2007	after the mortgage loan has been in a continuous state of delinquency for at least 24 consecutive monthly payment due dates, or at least 48 consecutive payment due dates in the case of a biweekly mortgage loan, without a full cure during that period.

The mortgage loan may already appear on Fannie Mae's list of delinquent mortgage loans due for reclassification. If not, the servicer must contact its Fannie Mae Servicing Representative (see F-4-02, List of Contacts) to request that the mortgage loan be added to the reclassifications scheduled for the month in which the plan is confirmed. If the opportunity to do so in the current month has expired, the servicer may request that the mortgage loan be added to the reclassifications for the following month.

Recent Related Announcements

The table below provides references to recently issued Announcements that are related to this topic.

Announcements	Issue Date
Announcement SVC-2022-05	July 13, 2022
Announcement SVC-2021-01	January 20, 2021

Section E-2.2, Managing Bankruptcies by Chapter

E-2.2-01, Managing Chapter 7 Bankruptcies (11/12/2014)

Introduction
This topic contains the following:

- Overview
- Managing Chapter 7 Bankruptcies for Current Mortgage Loans
- Managing Chapter 7 Bankruptcies for Delinquent Mortgage Loans

Overview

Case completion for a Chapter 7 bankruptcy proceeding is defined as

- the termination of the automatic stay,
- the case being dismissed or closed, or
- when the borrower receives a discharge and the trustee abandons all interest in the secured property.

Managing Chapter 7 Bankruptcies for Current Mortgage Loans

The servicer must closely monitor the payment status of the mortgage loan and, if it becomes 60 days delinquent, refer it to a law firm within two weeks of the 60th day of delinquency. The servicer must also closely monitor the case and take appropriate actions to ensure that no pleadings are filed or other actions taken that would adversely affect Fannie Mae's security interest in the property. The time frame for completing a Chapter 7 bankruptcy case for a mortgage loan that was current (or less than 60 days delinquent) when the borrower filed bankruptcy is two months and two weeks from the 60th day of delinquency.

Managing Chapter 7 Bankruptcies for Delinquent Mortgage Loans

The servicer must abide by the requirements shown in the following table when servicing a delinquent mortgage loan involved in a Chapter 7 bankruptcy proceeding.

✓	**The servicer must…**
	Determine the borrower's intentions for the security property as soon as possible.
	Obtain either payments or relief from the bankruptcy stay in a timely manner.

If the borrower intends to surrender the security property, the servicer must attempt to obtain relief from the automatic stay by requesting a court order as expeditiously as possible. If the borrower intends to retain possession of the security property, the servicer must pursue a workout option.

Once the automatic stay is terminated, or the case is dismissed or discharged with a trustee abandonment of the property, the servicer must immediately complete all of the actions described in the following table.

✓	**The servicer must…**
	Send any required breach letter to the borrower.
	Refer the mortgage loan to a law firm to initiate (or resume) foreclosure.

✓	The servicer must…
	Consider the possibility of arranging a workout option.

The time frame for completing a Chapter 7 bankruptcy case for a mortgage loan that was 60 or more days delinquent (or in foreclosure) when the borrower filed bankruptcy is two months and two weeks from the date of the bankruptcy filing.

Recent Related Announcements

There are no recently issued Announcements related to this topic.

E-2.2-02, Managing Chapter 11 Bankruptcies (05/10/2023)

Introduction
This topic contains the following:

- General Servicer Responsibilities
- Managing Chapter 11 Bankruptcies That Involve Delinquent Mortgage Loans
- Servicing the Mortgage Loan After Confirmation of a Chapter 11 Plan

General Servicer Responsibilities

When servicing a mortgage loan involved in a Chapter 11 bankruptcy, the servicer must complete the actions described in the following table.

✓	The servicer must…
	Refer a Chapter 11 case to a law firm within two weeks of the filing of the bankruptcy case and direct the attorney to file a Notice of Appearance.
	Have the law firm review the proposed reorganization plan and the disclosure statement.
	Ensure the law firm actively participates in the plan confirmation process and files an objection to any plan that attempts to modify Fannie Mae's rights under the security instruments, or that is not otherwise in Fannie Mae's best interest.

The servicer must immediately report this as non-routine litigation to Fannie Mae's Legal department by submitting a *Non-Routine Litigation Form* (Form 20). In cases in which the borrower will not receive a discharge

upon confirmation of the reorganization plan, the servicer must instruct the law firm to attempt to negotiate termination of the automatic stay upon confirmation of the plan.

See also E-2.3-03, Handling Cramdowns of the Mortgage Debt.

Managing Chapter 11 Bankruptcies That Involve Delinquent Mortgage Loans

In all cases in which the borrower is contractually delinquent, the servicer must discuss with the law firm whether it is practical to file a Motion for Relief, a Motion for Adequate Protection Payments, and/or a Motion for Sequestration of Rental Income (if the property is being rented). The following table provides the servicer with additional directions for the proper management and servicing of a Chapter 11 bankruptcy that involves a delinquent mortgage loan.

If…	Then the servicer must…
there is proof that the borrower has no equity in the security property and the property is not necessary for the borrower's reorganization	direct the law firm to request relief from the automatic stay.
the mortgage loan is released from bankruptcy without an Order of Confirmation being issued	• examine the possibility of arranging a workout option, • immediately send any required breach letter to the borrower, and • refer the mortgage loan to a law firm to initiate or resume foreclosure proceedings.

Servicing the Mortgage Loan After Confirmation of a Chapter 11 Plan

When a Chapter 11 reorganization plan that modifies the original terms of a mortgage loan is confirmed, the servicer must report the modified terms (or cramdown) to Fannie Mae. The following table provides Fannie Mae's requirements for reporting and servicing the mortgage loan post-confirmation.

✓	The servicer must…
	Send either the mortgage loan modification documents or a copy of the reorganization plan that detail the modified terms of the mortgage loan to a document custodian, as applicable.
	Report the mortgage loan modification in the next delinquency status information it transmits to Fannie Mae after the Order of Confirmation is entered. For a list of delinquency status codes, see *Delinquency Status Code Hierarchy and Definitions* in F-1-21, Reporting a Delinquent Mortgage Loan via Fannie Mae's Servicing Solutions System.

✓	The servicer must…
	Report the terms of the mortgage loan modification through Fannie Mae's servicing solutions system.
	Work with its Fannie Mae Investor Reporting Representative (see F-4-02, List of Contacts) to make appropriate changes to Fannie Mae's investor reporting system records.
	Remit payments for the secured portion of the debt as regular remittances.
	Notify Fannie Mae's SF CPM division (see F-4-02, List of Contacts) when it receives any funds for the unsecured portion of the debt and remit as regular remittances.

With respect to special servicing option MBS mortgage loans, no changes are to be made to the terms of the mortgage loan in Fannie Mae's records until after Fannie Mae reclassifies the mortgage loan as a portfolio mortgage loan. See *Removing Regular Servicing Option MBS Mortgage Loans Upon Confirmation of a Bankruptcy Plan* and *Reclassifying Special Servicing Option MBS Mortgage Loans Upon Confirmation of a Bankruptcy Plan* in E-2.1-11, Remitting P&I for MBS Mortgage Loans That Are Part of a Bankruptcy for requirements related to reclassification or removal of MBS mortgage loans. See also *Processing Pre-Petition and Post-Petition Payments* in E-2.2-04, Managing Chapter 13 Bankruptcies and C-3-01, Responsibilities Related to Remitting P&I Funds to Fannie Mae for more information on actions required when a mortgage loan becomes delinquent.

In cases in which the automatic stay remains in effect following confirmation, if the borrower becomes 60 days delinquent in making the payments required under the plan, the servicer must either refer the case to a law firm within two weeks of the 60th day of delinquency or, if the case has already been referred, advise the law firm to seek relief from the automatic stay or a dismissal of the case in accordance with local bankruptcy rules and practices. The servicer is responsible for ensuring that all previous payments have been properly applied and for verifying that the borrower is 60 days delinquent before sending the referral.

Once the automatic stay is terminated or the case is dismissed, the servicer must immediately complete all the actions described in the following table.

✓	The servicer must…
	Send any required breach letter to the borrower.
	Refer the mortgage loan to a law firm to initiate or resume foreclosure.
	Consider the possibility of arranging a workout option.

Recent Related Announcements

The table below provides references to recently issued Announcements that are related to this topic.

Announcements	Issue Date
Announcement SVC-2023-03	May 10, 2023
Announcement SVC-2022-07	October 12, 2022
Announcement SVC-2019-03	May 15, 2019

E-2.2-03, Managing Chapter 12 Bankruptcies (11/12/2014)

Because there will not be many Chapter 12 filings for all Fannie Mae mortgage loans, each case must be handled according to its specific circumstances. The servicer and the law firm (if the case is referred) must decide the actions that need to be taken.

The timelines for completing a Chapter 12 bankruptcy are described in the following table.

If the mortgage loan…	Then the time frame for completing a Chapter 12 bankruptcy is…
was current or less than 60 days delinquent when the borrower filed bankruptcy	five months and two weeks from the earlier of • the 60th day of delinquency, or • the date of referral to a law firm.
was greater than or equal to 60 days delinquent or in foreclosure when the borrower filed bankruptcy	five months and two weeks from the date of the bankruptcy filing.
becomes 60 days delinquent pursuant to the plan, post-confirmation	two months and two weeks from the 60th day of delinquency, and the servicer must • verify that all previous payments have been properly applied, and • send a new referral to the law firm no later than two weeks from the 60th day of delinquency to seek relief from the automatic stay or a dismissal of the case in accordance with local bankruptcy rules and practices.

Case completion for a Chapter 12 bankruptcy proceeding is defined as any of the following:

- the termination of the automatic stay,
- the case being dismissed or closed,
- when the trustee abandons all interest in the secured property, or
- when the Chapter 12 plan is confirmed.

Recent Related Announcements

There are no recently issued Announcements related to this topic.

E-2.2-04, Managing Chapter 13 Bankruptcies (11/12/2014)

Introduction
This topic contains the following:

- General Servicer Responsibilities
- Processing Pre-Petition and Post-Petition Payments
- Servicing the Mortgage Loan After Confirmation of a Chapter 13 Plan

General Servicer Responsibilities

If the terms of the Chapter 13 plan are unacceptable, and the borrower is not willing to amend the plan to adequately address the unacceptable provisions, the servicer must ensure that the law firm files an Objection to Confirmation of the plan and/or a Motion to Dismiss the case, as appropriate.

The timelines for completing a Chapter 13 bankruptcy are described in the following table.

If the mortgage loan...	**Then the time frame for completing a Chapter 13 bankruptcy is...**
was less than 60 days delinquent when the borrower filed bankruptcy	five months and two weeks from the 60th day of delinquency, or from the date of referral to a law firm, whichever occurs first.
was greater than or equal to 60 days delinquent or in foreclosure when the borrower filed bankruptcy	five months and two weeks from the date of the bankruptcy filing.

If the mortgage loan...	Then the time frame for completing a Chapter 13 bankruptcy is...
becomes 60 days delinquent pursuant to the plan, post-confirmation	two months and two weeks from the 60th day of delinquency.

Case completion for a Chapter 13 bankruptcy proceeding is defined as any of the following:

- the termination of the automatic stay,
- the case being dismissed or closed,
- when the trustee abandons all interest in the secured property, or
- when the Chapter 13 plan is confirmed.

Processing Pre-Petition and Post-Petition Payments

The servicer must monitor and separately account for all pre-petition and post-petition payments. If the payments are sent to the trustee, the servicer must access the trustee's website or contact the trustee's office to verify the receipt of specific payments.

The following table outlines the specific information the servicer must maintain related to any payments it receives during the confirmation process.

✓	Details to be noted with the receipt of all payments pre-confirmation
	Type of payment (pre-petition or post-petition).
	Amount received.
	Date received.
	Source of the payment.
	Allocation of the payment (principal, interest, late charges, etc.).

Unless the court requires the payments to be applied under the terms of the repayment plan, the servicer should generally hold any pre-petition payments it receives as "unapplied" funds until an amount equal to the contractual monthly or biweekly payment due is available for application.

During the confirmation process, the servicer must satisfy Fannie Mae's standard remittance requirements for the remittance type of the mortgage loan, advancing funds when required for scheduled interest and scheduled principal, if applicable. See E-2.1-11, Remitting P&I for MBS Mortgage Loans That Are Part of a Bankruptcy and

C-3-01, Responsibilities Related to Remitting P&I Funds to Fannie Mae for additional information. In addition, the servicer must comply with all policies and procedures in Fannie Mae's Investor Reporting Manual.

Servicing the Mortgage Loan After Confirmation of a Chapter 13 Plan

Once a Chapter 13 bankruptcy plan has been confirmed, the servicer must service the mortgage loan in accordance with the requirements listed in the following table.

✓	**The servicer must…**
	Continue to monitor the timely receipt of all payments for the pre-petition arrearages and any post-petition payments that come due.
	Satisfy Fannie Mae's standard remittance requirements based on the applicable remittance type for the mortgage loan throughout the term of the reorganization plan. See E-2.1-11, Remitting P&I for MBS Mortgage Loans That Are Part of a Bankruptcy for requirements related to reclassification or removal of MBS mortgage loans. See also C-3-01, Responsibilities Related to Remitting P&I Funds to Fannie Mae for additional information.
	Maintain several sets of records during the term of the reorganization plan: • one that reflects application of the payments under the terms of the reorganization plan, • one that reflects application of the payments under the original terms of the mortgage loan, and • one that reflects application of any scheduled interest that must be remitted to Fannie Mae if the mortgage loan has a scheduled/actual remittance type.
	Confirm the plan payment status with the trustee in jurisdictions in which the post-petition monthly payments are made through the Chapter 13 trustee when the servicer believes that the borrower is 60 days delinquent in their payments.
	Refer the case to a law firm to seek relief from the automatic stay or a dismissal of the case in accordance with local bankruptcy rules and practices within two weeks of the borrower becoming 60 days delinquent on either contractual post-petition payments or pre-petition payments pursuant to the plan.
	Send any required breach letter immediately to the borrower and refer the mortgage loan to a law firm to initiate or resume foreclosure proceedings (as applicable) when the automatic stay is lifted or the case is dismissed. Additionally, the servicer must always consider the possibility of arranging a workout option.

Recent Related Announcements

There are no recently issued Announcements related to this topic.

Section E-2.3, Servicing Special Circumstance Bankruptcies

E-2.3-01, Identifying Abusive Filers (11/12/2014)

If the servicer's records reflect other bankruptcy filings by the borrower, it must refer the case to a law firm immediately and ensure the referral is properly labeled as described in *Additional Required Bankruptcy Referral Documents* in E-1.1-02, Required Referral Documents.

The servicer must ensure the law firm closely monitors the status of any case involving an abusive filer and prepares any pleadings that are appropriate.

Recent Related Announcements

There are no recently issued Announcements related to this topic.

E-2.3-02, Addressing Individuals with Fractional Interests in a Security Property (11/12/2014)

When it appears that a fractional interest in a property has been conveyed and a petition for bankruptcy filed solely for the purpose of delaying foreclosure proceedings, the servicer must ensure the law firm prepares a Motion for Relief from Automatic Stay pursuant to Section 362(d)(4), if appropriate. Any orders obtained must be immediately recorded in compliance with applicable state laws governing notices or interests or liens in real property so they will be binding in future cases involving the same property for a two-year period.

Recent Related Announcements

There are no recently issued Announcements related to this topic.

E-2.3-03, Handling Cramdowns of the Mortgage Debt (05/10/2023)

Introduction
This topic contains the following:

- Overview
- General Servicer Responsibilities
- Applying Payments Received During the Confirmation Process
- Applying Payments After Confirmation of a Cramdown

Overview

A cramdown is an attempt to involuntarily modify any terms of the security deed, mortgage, or note by court order.

A borrower's request for a cramdown is non-routine litigation and must immediately be reported to Fannie Mae's Legal department by submitting a *Non-Routine Litigation Form* (Form 20). Fannie Mae must be consulted with respect to all strategy involving cramdowns. Fannie Mae will make the determination of how to respond to cramdowns.

See also E-2.2-02, Managing Chapter 11 Bankruptcies.

General Servicer Responsibilities

The following table lists additional requirements for the servicer when it learns that a bankruptcy case has been filed that includes a cramdown proposal.

✓	**The servicer must…**
	Immediately refer the case to a law firm and mark the referral package as "cramdown" or "involuntary loan modification."
	Ensure the law firm reviews the borrower's proposed valuation of the security property and compares it to the estimated value that the servicer obtains for the property.
	Work closely with the law firm in selecting an appraiser that is sufficiently familiar with the issues involved in complex bankruptcy matters and has experience testifying about these issues in court, if an appraisal is required to oppose a cramdown request.

✓	The servicer must…
	Analyze the case and consult with both the law firm and with Fannie Mae to determine whether an appeal might be appropriate, if the valuation or confirmation hearing results in a ruling adverse to Fannie Mae's interests.
	Report the terms of the confirmed cramdown to Fannie Mae for all Chapter 11, 12, and 13 cases. In order to report cramdown terms for Chapter 12 and Chapter 13 cases, the servicer must follow the instructions set forth in *Servicing the Mortgage Loan After Confirmation of a Chapter 11 Plan* in E-2.2-02, Managing Chapter 11 Bankruptcies.

Applying Payments Received During the Confirmation Process

The servicer must be able to account for any scheduled interest (and principal, if applicable) that must be remitted to Fannie Mae. See *Processing Pre-Petition and Post-Petition Payments* in E-2.2-04, Managing Chapter 13 Bankruptcies for additional information.

The servicer's remittance to Fannie Mae must satisfy Fannie Mae's standard remittance requirements based on the remittance type of the mortgage loan. The servicer may not deduct its expenses from any payments the trustee forwards to it. For additional information regarding reclassifying or removing loans from a MBS pool, see *Removing Regular Servicing Option MBS Mortgage Loans Upon Confirmation of a Bankruptcy Plan* and *Reclassifying Special Servicing Option MBS Mortgage Loans Upon Confirmation of a Bankruptcy Plan* in E-2.1-11, Remitting P&I for MBS Mortgage Loans That Are Part of a Bankruptcy. In addition, the servicer must comply with the policies and procedures in Fannie Mae's Investor Reporting Manual.

Applying Payments After Confirmation of a Cramdown

Once the bankruptcy court confirms a reorganization plan that provides for a cramdown of the mortgage debt, the servicer must separately account for payments to the secured and unsecured portions of the debt made under the repayment plan. The servicer must not make any permanent changes to the mortgage terms by actually modifying the mortgage loan documents. For additional information on reporting the terms of a confirmed cramdown to Fannie Mae, see *Servicing the Mortgage Loan After Confirmation of a Chapter 11 Plan* in E-2.2-02, Managing Chapter 11 Bankruptcies.

The following table lists payment details the servicer must maintain record of in its accounting system for funds applied under the terms of a confirmed cramdown.

✓	Payment details required for a confirmed cramdown
	Interest rate, monthly payment, and due date for the secured portion of the debt.
	Interest rate, monthly payment, and due date for the unsecured portion of the debt.

✓	Payment details required for a confirmed cramdown
	The original terms of the mortgage note and the application of payments under those terms.

If the court rules upon confirmation of the plan that any payments made during the confirmation process be credited against the secured claim, the servicer may need to adjust both its and Fannie Mae's records to reallocate the payments between the secured and unsecured portions of the debt.

The servicer must track the payment of ongoing taxes and applicable property insurance for non-escrowed mortgage loans and must notify the law firm and request that a Motion for Relief from Stay or a Motion to Dismiss be filed if the borrower fails to maintain current tax or property insurance obligations.

The servicer must work with Fannie Mae to make appropriate changes to Fannie Mae's investor reporting system records.

Recent Related Announcements

The table below provides references to recently issued Announcements that are related to this topic.

Announcements	Issue Date
Announcement SVC-2023-03	May 10, 2023

E-2.3-04, Bankruptcies Involving Mortgage Loans Secured by Investment Properties (11/12/2014)

The servicer must ask the law firm to confirm that the security instrument includes an assignment of rents provision when it refers a bankruptcy case that involves an investment property. If an assignment of rents provision is included, the servicer must ensure the law firm files a Motion for Sequestration of Rental Income to prohibit the borrower from using any rental income without the bankruptcy court's permission.

Recent Related Announcements

There are no recently issued Announcements related to this topic.

E-2.3-05, Bankruptcies Involving Multiple Fannie Mae Mortgage Loans (11/12/2014)

Before referring a case to a law firm, the servicer must make a reasonable effort to determine whether the borrower has any other outstanding mortgage debts on other real property included in the bankruptcy estate. One way of doing this is to order a credit report for the borrower to see if any other mortgage debts appear on the report. If such debts exist, the servicer must try to identify the servicers of the other mortgage loans and initiate contact with them to determine whether Fannie Mae also has an interest in those mortgage loans.

In any instance in which Fannie Mae has an interest in more than one mortgage loan for which the security property is part of the same borrower's bankruptcy estate, the servicer must abide by the instructions presented in the following table.

✓	**The servicer must…**
	Coordinate its efforts with those of the other servicers and/or the law firms to which the other servicers have referred the mortgage loans.
	Have the same law firm handle the proceedings for all of the mortgage loans, whenever possible. If not possible, the servicers must emphasize to the individual law firms to which they have referred the mortgage loans the need to work closely with the other law firm(s) involved to ensure that Fannie Mae's interests are adequately protected.

Recent Related Announcements

There are no recently issued Announcements related to this topic.

E-2.3-06, Responding to Bankruptcies Identified After Foreclosure Sale (07/14/2021)

When the servicer learns after the foreclosure sale date that a borrower has filed for bankruptcy, regardless of the date of the bankruptcy filing, the servicer must submit the Bankruptcy Notification Template to Fannie Mae's SF CPM division (see F-4-02, List of Contacts) within two business days.

The following table describes when the servicer is responsible for selecting and monitoring the law firm to handle a bankruptcy proceeding identified after a foreclosure sale.

If the bankruptcy is filed…	And…	Then the servicer…
after the foreclosure sale date	• the filing is after any applicable redemption expiration or confirmation/ratification completion, or • there was no redemption period or confirmation/ratification	is not responsible for selecting and monitoring the law firm that will handle the post-foreclosure sale bankruptcy proceeding.
	the filing is prior to redemption expiration or confirmation/ratification completion, as applicable	is not responsible for selecting and monitoring the law firm that will handle the post-foreclosure sale bankruptcy proceeding unless notified to do so by Fannie Mae.
on or before the foreclosure sale date	the servicer has confirmed the REOgram to Fannie Mae	is responsible for selecting and monitoring the law firm that will handle the bankruptcy proceeding • if notified to do so by Fannie Mae, or • when Fannie Mae eliminates the REOgram as a result of the bankruptcy filing.
	the servicer has not confirmed the REOgram to Fannie Mae	is responsible for selecting and monitoring the law firm that will handle the bankruptcy proceeding.

Recent Related Announcements

The table below provides references to recently issued Announcements that are related to this topic.

Announcements	Issue Date
Announcement SVC-2021-04	July 14, 2021

Announcements	Issue Date
Announcement SVC-2019-06	September 11, 2019

E-2.3-07, Cross-Border Insolvency Proceedings (11/12/2014)

In the event the servicer is notified of a cross-border insolvency proceeding under Chapter 15 of the Bankruptcy Code, the servicer must contact Fannie Mae's Legal department (see F-4-02, List of Contacts) to obtain specific instructions about how such a filing should be reported to Fannie Mae, and to discuss the handling of the matter, including legal fees and costs.

Recent Related Announcements

There are no recently issued Announcements related to this topic.

Chapter E-3, Managing Foreclosure Proceedings

Introduction

This chapter describes managing foreclosure proceedings.

Section E-3.1, Foreclosure Proceedings in General

E-3.1-01, General Servicing Requirements Related to Foreclosure Proceedings (11/12/2014)

This chapter provides Fannie Mae's requirements and policies for conducting foreclosure proceedings for Fannie

Mae mortgage loans.

Fannie Mae sets out those instances when its requirements vary for any particular

- lien type,
- amortization method,
- remittance type,
- servicing option,
- mortgage loan type, or
- ownership interest.

Absent any restrictive language, the same policy or requirement applies for all mortgage loans Fannie Mae has purchased or securitized as standard transactions.

Occasionally, Fannie Mae may address the need for a special servicing option MBS mortgage loan to be handled in a different manner than other mortgage loans serviced for Fannie Mae. Under no circumstances should the servicer of a regular servicing option MBS mortgage loan interpret the content of this chapter as relieving it of its responsibilities and obligations for conducting the foreclosure proceedings and disposing of the acquired property, including the absorption of all costs and any related losses.

Recent Related Announcements

There are no recently issued Announcements related to this topic.

E-3.1-02, Performing Due Diligence Prior to Considering Foreclosure (11/12/2014)

- Performing Due Diligence Prior to Considering Foreclosure

Performing Due Diligence Prior to Considering Foreclosure

The servicer of a portfolio mortgage loan, a participation pool mortgage loan that Fannie Mae holds in its portfolio, or of a special servicing option MBS loan, must protect Fannie Mae’s investment by making every reasonable effort to cure the delinquency through Fannie Mae’s various workout options before referring a mortgage loan for foreclosure proceedings. The servicer must complete the actions shown in the following table prior to referring a mortgage loan to foreclosure.

✓	The servicer must...
	Inspect the property and analyze the individual circumstances of the delinquency.
	Diligently investigate mortgage loans originated as investment properties and attempt to determine whether or not the borrower is collecting rental income from the property. If the servicer suspects that the property or any unit(s) of the property is tenant occupied, it must take appropriate action to ascertain the actual occupancy status of the property. This includes completing detailed property inspections and conducting skip tracing.

> **Note:** If the servicer learns of a change in mortgage loan status after referring the mortgage loan to foreclosure, the servicer must promptly notify the law firm of the change. Status changes include:

- occupancy status,
- rental income and amounts,
- tenant information, and
- lease information.

Recent Related Announcements

There are no recently issued Announcements related to this topic.

E-3.1-03, Fannie Mae Address for Instruments of Record (11/12/2014)

When an instrument of record relating to a single-family property requires the use of an address for Fannie Mae, including assignments of mortgages, foreclosure deeds, REO deeds, and lien releases, see F-4-02, List of Contacts for the proper address.

Recent Related Announcements

There are no recently issued Announcements related to this topic.

E-3.1-04, Addressing a Bankruptcy Filed During Active Foreclosure (11/12/2014)

The servicer must contact the law firm within one business day after it learns of a bankruptcy filing in connection with a mortgage loan that has already been referred to a law firm for foreclosure. See *Required Referral Timelines for Mortgage Loans Previously Referred for Foreclosure* in E-1.2-01, Timing of the Bankruptcy Referral for additional requirements.

Recent Related Announcements

There are no recently issued Announcements related to this topic.

Section E-3.2, Initiating and Processing Foreclosure Proceedings

E-3.2-01, Conducting Prereferral Review (07/14/2021)

The servicer must perform a prereferral review of the mortgage loan within 15 days prior to the date the servicer is required to refer the mortgage loan to foreclosure (see also E-3.1-02, Performing Due Diligence Prior to Considering Foreclosure). Before the review, the breach or acceleration letter and the Borrower Solicitation Package deadline must have expired without affirmative response from the borrower.

For all mortgage loans:

The prereferral review must ensure that all procedures relating to establishing QRPC as outlined in D2-2-01, Achieving Quality Right Party Contact with a Borrower D2-2-01, Achieving Quality Right Party Contact with a Borrower were followed and that:

- an approved payment arrangement is not pending;
- a complete BRP has not been received; or
- if a complete BRP has been received, the servicer has determined that either the borrower is not eligible for a workout option or the servicer has extended an offer for a workout option and the borrower has not accepted the offer within the required time frame specified in the Evaluation Notice.

> **Note**: The servicer must not delay referral to foreclosure if the time frame for the borrower to respond to an offer for a workout option has expired.

For mortgage loans secured by a principal residence:

During any prereferral review period or before the servicer has made the first notice or filing required by applicable law for any judicial or non-judicial foreclosure process that pertains to a mortgage loan secured by a principal residence, the servicer must not refer the mortgage loan to foreclosure under any of the following circumstances:

- there is an approved payment arrangement for a workout option;
- a complete BRP has been received and the servicer is within the 30-day time period for evaluating the complete BRP;
- the servicer has extended an offer for a workout option, including a Trial Period Plan, and the borrower's response time period has not expired;
- the borrower has accepted an offer for a workout option and is performing in accordance with its terms; or
- the time period for the borrower to exercise any right of appeal as described in D2-2-07, Resolving an Appeal of a Mortgage Loan Modification Trial Period Plan Denial for a Principal Residence D2-2-07, Resolving an Appeal of a Mortgage Loan Modification Trial Period Plan Denial for a Principal Residence has not expired, the servicer is evaluating the borrower's appeal, or the time period following the servicer's appeal decision for the borrower to accept any offer for a workout option has not expired.

See also E-3.2-04, Postponing Foreclosure Referral for Mortgage Loans Not Secured by a Principal Residence for additional information.

Recent Related Announcements

The table below provides references to recently issued Announcements that are related to this topic.

Announcements	Issue Date
Announcement SVC-2021-04	July 14, 2021

E-3.2-02, Initiating Foreclosure Proceedings on a First Lien Conventional Mortgage Loan (11/12/2014)

Upon expiration of the breach letter, the servicer must expedite foreclosure proceedings to the greatest extent allowable under applicable law (and without exploring workout options) in the following circumstances, and provided the borrower is not eligible for relief from foreclosure in accordance with D2-3.4-01, Military Indulgence, or any state law that similarly restricts the right to foreclose:

- the property has been abandoned or vacated by the borrower and it is apparent the borrower does not intend to make the monthly payments;
- the borrower was advised in writing of available workout options and their written response indicates a lack of interest in the mortgage loan obligation, or provides permission for the commencement of foreclosure proceedings; or
- income from rental of the property is not being applied to the monthly mortgage loan payments and arrangements cannot be made to apply it.

If the servicer services first lien mortgage loans owned or securitized by Fannie Mae and also services subordinate lien mortgage loans for itself or other investors, the servicer must follow Fannie Mae's foreclosure guidelines and process both the prereferral review and any foreclosure proceedings for the Fannie Mae mortgage loans in a timely manner. The servicer must not consider the status of, or impact on, any subordinate liens that the servicer is servicing for itself or other investors when performing a prereferral review or proceeding with a foreclosure action. However, the servicer that also services a subordinate lien mortgage loan may assign the first lien mortgage loan to Fannie Mae and file the foreclosure of the first lien mortgage loan in Fannie Mae's name in order to avoid having to "sue itself" in the foreclosure action.

Recent Related Announcements

There are no recently issued Announcements related to this topic.

E-3.2-03, Initiating Foreclosure Proceedings on a Second Lien Conventional Mortgage Loan (11/12/2014)

Once a final determination has been made to initiate foreclosure for a second lien mortgage loan, the servicer's next actions will depend on whether both the first and second lien mortgage loans are in default and whether Fannie Mae has an interest in only one mortgage loan or both the first and second lien mortgage loans.

A. Insured second lien mortgage loan in default.

If an insured second lien mortgage loan is in default, but the first lien mortgage loan is current, the servicer may be instructed to

- foreclose on the second lien mortgage loan;
- acquire title to the property subject to the first lien mortgage loan; and

- file a claim with the mortgage insurer. (During the course of the foreclosure proceedings, the mortgage insurer may instruct the servicer to advance funds to satisfy the first lien mortgage loan. In such cases, the servicer must do so and include the advanced funds in the insurance claim it files.)

If the mortgage insurer does not accept conveyance and take title to the acquired property, the second lien mortgage loan servicer must notify Fannie Mae's SF CPM division (see F-4-02, List of Contacts) of this and advise Fannie Mae of the effect of any due-on-sale clause in the first lien mortgage loan.

The following table provides additional requirements based on Fannie Mae's ownership interest in the first lien mortgage loan.

If Fannie Mae…	Then the servicer…
does not have an ownership interest in the first lien mortgage loan	must advance funds to ensure the first lien mortgage loan remains current while the property is on the market.
has an ownership interest in the first lien mortgage loan	must not advance funds to keep the first lien mortgage loan current since eventually Fannie Mae will need to foreclose to acquire clear title to the property.

B. Insured first and second lien mortgage loans in default.

If both the first and second lien mortgage loans are in default, the second lien mortgage loan servicer must assume control over the foreclosure process to ensure that Fannie Mae's interest in the second lien mortgage debt will be fully protected. However, when Fannie Mae has an ownership interest in both mortgage loans, there may be occasions when Fannie Mae decides that the most efficient liquidation method is to instruct the first lien mortgage loan servicer to bid both the first and second lien mortgage debts at the foreclosure sale and to acquire title on Fannie Mae's behalf. If Fannie Mae pursues this alternative, the first lien mortgage loan servicer can still file a claim under the MI policy for that mortgage loan, and Fannie Mae will assume the responsibility for disposing of the acquired property if the mortgage insurer does not accept title to it.

If during foreclosure the mortgage insurer instructs the servicer to reinstate the first lien mortgage loan (or does not issue instructions to the contrary before the date of the foreclosure sale), the servicer must

- advance the funds necessary to reinstate the first lien mortgage loan,
- proceed with the foreclosure of the second lien mortgage loan, and
- acquire title to the property subject to the first lien mortgage loan.

If the mortgage insurer instructs the servicer to satisfy the mortgage loan, the servicer must do so.

If the mortgage insurer does not accept conveyance and take title to the acquired property, the second lien mortgage servicer must notify Fannie Mae's SF CPM division (see F-4-02, List of Contacts). At the same time, the servicer must also advise Fannie Mae about the effect of any due-on-sale (or transfer) clause in the first lien mortgage loan. Fannie Mae will be responsible for marketing the property.

The servicer must not pay off the first lien mortgage loan unless the mortgage insurer or Fannie Mae has issued specific instructions to do so.

Recent Related Announcements

There are no recently issued Announcements related to this topic.

E-3.2-04, Postponing Foreclosure Referral for Mortgage Loans Not Secured by a Principal Residence (08/17/2016)

The servicer may postpone foreclosure referral of property not secured by a principal residence beyond the 120th day of delinquency upon receipt of a complete BRP. For additional information regarding required referral timelines for mortgage loans secured by a principal residence, see E-1.2-02, Timing of the Foreclosure Referral for Mortgage Loans Generally.

The following table provides Fannie Mae requirements for postponement of foreclosure referral beyond the 120th day of delinquency for mortgage loans not secured by a principal residence.

If…	Then the servicer…
a complete BRP is received	must delay the foreclosure referral up to 30 days to complete an evaluation.
the servicer makes a retention offer to the borrower, including a Trial Period Plan, that is based on a complete BRP	must delay the foreclosure referral up to 14 days to allow the borrower to respond to the offer. The borrower may indicate acceptance of the offer as follows: • verbally, • in writing (including email responses), or • by remitting a payment.
a payment is required under the terms of a retention offer that has been extended, including a Trial Period Plan, and the borrower indicates acceptance either verbally or in writing within 14 days of the date of the offer	must delay the foreclosure referral until the last day of the month in which the first payment is due under the terms of the retention offer.

If…	Then the servicer…
the servicer receives the first payment in accordance with the terms of a Trial Period Plan	must delay the foreclosure referral until the borrower breaches the Trial Period Plan.
the servicer receives the first payment in accordance with the terms of a repayment or forbearance plan	must delay the foreclosure referral until the borrower breaches the plan.

Verbal or written acceptance, without payment or execution of required documents, serves only to postpone foreclosure referral. Except for those forbearance or repayment plans for which a written agreement may not be required, a workout arrangement must not be consummated without executed documents. See E-3.4-01, Suspending Foreclosure Proceedings for Workout Negotiations for additional information. The servicer must not postpone foreclosure referral due to the review of a borrower inquiry.

Recent Related Announcements

There are no recently issued Announcements related to this topic.

E-3.2-05, Expected Servicer/Attorney Interaction During Foreclosure Proceedings (04/10/2019)

Fannie Mae requires the servicer and the law firm to interact throughout the course of foreclosure proceedings. Some of the key instances of this interaction are listed in the following table. Please note that this list is not intended to be all-inclusive as there will be other mortgage loan and jurisdictional specific servicing obligations; therefore, the servicer must respond to any law firm requests consistent with the requirements and time frames set forth in the following table.

The law firm will…	And the servicer must…
acknowledge receipt of the referral package (and indicate whether or not it is complete) within two business days	provide any required missing documents or additional information to the law firm (including verifications, certifications, documentation, and signatures) within three business days after it receives the law firm's request for the items. **Note:** To ensure that this timeline is met, a servicer should consider giving the law firm a LPOA, or other similar alternative.
notify the servicer of the scheduled foreclosure sale date, or in applicable foreclosure actions where there is no foreclosure sale and title is transferred by court order, the estimated court order docket date	provide the law firm with bidding instructions at least five business days before the scheduled sale date. If the servicer's failure to provide bidding instructions results in the continuance or postponement of a scheduled foreclosure sale, Fannie Mae will not reimburse the servicer for the attorneys' fees and costs incurred as a result of the continuance or postponement. **Note**: The servicer must advise the law firm if a deficiency judgment is to be pursued after the sale in Louisiana.
request an advance of funds from the servicer when it is required to make a significant advance in connection with the foreclosure proceedings.	respond to the law firm's request for an advance of funds to defray out-of-pocket costs within ten business days in any instance in which the law firm is required to make a significant advance in connection with the foreclosure.

Recent Related Announcements

The table below provides references to recently issued Announcements that are related to this topic.

Announcements	Issue Date
Announcement SVC-2019-02	April 10, 2019

E-3.2-06, Conducting Borrower Outreach During Foreclosure (12/16/2015)

When a conventional mortgage loan exceeds the 210th day of delinquency, the servicer is authorized to continue outreach efforts and to work with the borrower to develop and finalize a workout option.

The following table provides the time frame within which the servicer must conclude outreach efforts.

If the secured property is located in a…	Then the servicer's solicitation efforts must conclude…
judicial state	60 days prior to foreclosure sale.
non-judicial state	30 days prior to foreclosure sale.

The servicer must continue to pursue workout options during the foreclosure process in accordance with Chapter D2-2, Requirements for Contacting a Borrower and *Chapter D2-3, Fannie Mae's Home Retention and Liquidation Workout Options.*

The following table provides additional requirements for workout efforts during foreclosure.

✓	The servicer must…
	Keep the law firm advised about the status of relevant workout negotiations.
	Consult with the law firm before entering into a written workout agreement with the borrower to ensure the foreclosure proceeding will not be impaired in the event it has to be resumed.
	Notify the law firm within two business days after either • a workout arrangement has been agreed to, or • the mortgage loan is fully reinstated.

See E-3.4-01, Suspending Foreclosure Proceedings for Workout Negotiations for specific instructions related to servicer-initiated temporary suspension of foreclosure.

Recent Related Announcements

There are no recently issued Announcements related to this topic.

E-3.2-07, Impact of Engagement with a Mortgage Assistance Fund Program Provider (07/13/2022)

If a mortgage assistance fund program provider notifies the servicer that a borrower has been approved for mortgage assistance and the servicer believes the funds will fully reinstate the mortgage loan, the servicer is authorized to postpone foreclosure actions for up to 45 days.

The servicer may extend the suspension of foreclosure actions beyond 45 days, as necessary, to facilitate the processing of the mortgage assistance, provided that

- it continues to validate with the mortgage assistance fund program provider that the borrower's status has not changed,
- the action is in compliance with its agreement with the mortgage assistance fund program provider, and
- it obtains prior approval from Fannie Mae's SF CPM division (see F-4-02, List of Contacts) for any suspension beyond 60 days.

For additional information, see E-3.4-01, Suspending Foreclosure Proceedings for Workout Negotiations and D2-3.1-05, Interacting with Mortgage Assistance Fund Program Providers.

Recent Related Announcements

The table below provides references to recently issued Announcements that are related to this topic.

Announcements	Issue Date
Announcement SVC-2022-05	July 13, 2022
Announcement SVC-2021-04	July 14, 2021

E-3.2-08, Processing Reinstatements During Foreclosure (07/14/2021)

Introduction
This topic contains the following:

- Accepting a Full Reinstatement During Foreclosure

- Accepting a Partial Reinstatement During Foreclosure
- Servicer Requirements After the Mortgage Loan is Partially or Fully Reinstated During Foreclosure

Accepting a Full Reinstatement During Foreclosure

The servicer must accept a full reinstatement of a first lien mortgage loan even if foreclosure proceedings have already begun. This is also true for a second lien mortgage loan as long as the first lien mortgage loan is not delinquent or provided the first lien mortgage loan servicer has agreed to arrangements for curing the delinquency.

The following table provides the definition of a full reinstatement.

✓	**A full reinstatement must include payment of…**
	All delinquent mortgage loan payments, bearing interest at the rate applicable on the date they became due.
	Late charges on the delinquent payments.
	Any funds the servicer advanced for protection of the security or to pay taxes, insurance premiums, etc.
	The costs of performing the preforeclosure property inspection required by Fannie Mae, FHA, or the VA (as applicable), and if permitted under the terms of the security instrument.
	All expenses, including attorney fees; that were actually incurred in connection with the foreclosure proceedings that are permitted under the terms of the note, security instrument, and applicable law. See also E-5-05, Reimbursing Law Firms/Reimbursement of Uncollected Fees, Costs or Advances for additional information.

For application of funds from a mortgage assistance fund program, see D2-3.1-05, Interacting with Mortgage Assistance Fund Program Providers.

Accepting a Partial Reinstatement During Foreclosure

The servicer is authorized to accept a borrower's request for a partial reinstatement if the borrower would qualify for a workout option after application of the partial reinstatement funds. See D2-3, Fannie Mae's Home Retention and Liquidation Workout Options for additional information on available workout options.

See also C-3-01, Responsibilities Related to Remitting P&I Funds to Fannie Mae for additional information. The

servicer must follow the procedures in F-1-20, Remitting and Accounting to Fannie Mae.

If the application of partial reinstatement funds from a mortgage assistance fund program provider would result in a restart or delay of the foreclosure proceeding, the servicer is authorized to decline acceptance of the funds, (see D2-3.1-05, Interacting with Mortgage Assistance Fund Program Providers for additional information).

Servicer Requirements After the Mortgage Loan is Partially or Fully Reinstated During Foreclosure

After a mortgage loan is either partially or fully reinstated, the servicer must return the original mortgage note to the document custodian if the servicer took physical possession of the original note for the foreclosure action. The servicer must return the note to the document custodian by submitting a *Request for Release/Return of Documents* (Form 2009). The servicer also must follow the procedures in F-1-21, Reporting a Delinquent Mortgage Loan via Fannie Mae's Servicing Solutions System, to report the reinstatement to Fannie Mae.

Recent Related Announcements

The table below provides references to recently issued Announcements that are related to this topic.

Announcements	Issue Date
Announcement SVC-2021-04	July 14, 2021
Announcement SVC-2020-01	February 12, 2020

E-3.2-09, Conducting Foreclosure Proceedings (10/13/2021)

Introduction
This topic contains the following:

- Conducting Foreclosure Proceedings When Fannie Mae Is the Mortgagee of Record
- Conducting Foreclosure Proceedings When the Servicer Is the Mortgagee of Record
- Conducting Foreclosure Proceedings When MERS Is the Mortgagee of Record

Conducting Foreclosure Proceedings When Fannie Mae Is the Mortgagee of Record

The servicer must conduct the foreclosure in Fannie Mae's name when Fannie Mae is the mortgagee of record for all mortgage loans except those for which:

- the servicer has the entire foreclosure loss risk, or

- Fannie Mae and the service share the foreclosure loss risk, with the servicer having the responsibility for marketing the acquired property.

For these excepted mortgage loans, the servicer must request that Fannie Mae reassign the mortgage loan to it so the foreclosure can be completed in the servicer's name.

> **Note:** For requirements on removing a regular servicing option delinquent MBS mortgage loan from an MBS pool prior to foreclosure refer to A1-3-02, Fannie Mae-Initiated Repurchases, Indemnifications, Make Whole Payment Requests and Deferred Payment Obligations. See also A1-3-01, Requirements for Voluntary Repurchase.

The servicer must execute any required substitutions of trustees when Fannie Mae has granted the servicer its LPOA to do so on Fannie Mae's behalf. However, if state law or customary practice prohibits an attorney-in-fact from executing substitutions of trustees, the servicer must submit the substitution of trustee documents to Fannie Mae for execution before the foreclosure proceedings begin.

Conducting Foreclosure Proceedings When the Servicer Is the Mortgagee of Record

When the servicer is the mortgagee of record for a mortgage loan, the jurisdiction in which the security property is located will affect how the foreclosure proceedings are conducted or initiated.

In most states, the law firm must initiate the proceedings in the servicer's name when the servicer is the mortgagee of record or in the participating lender's name when the servicer is not the mortgagee of record for a participation pool mortgage loan. For mortgage loans for which Fannie Mae has the entire foreclosure loss risk, and those for which Fannie Mae and the servicer share the foreclosure loss risk, with Fannie Mae having the responsibility of marketing the acquired property, the law firm must subsequently have title vested in Fannie Mae's name in a manner that will not result in the imposition of a transfer tax. For mortgage loans for which the servicer has the entire foreclosure loss risk, and those for which Fannie Mae and the servicer share the foreclosure loss risk, with the servicer having the responsibility of marketing the acquired property, the law firm must have title vested in the servicer’s name in accordance with the servicer’s requirements.

The servicer and the law firm must determine the most appropriate method to use in each jurisdiction.

In any state or jurisdiction in which the foreclosure proceedings must be conducted in Fannie Mae’s name to prevent the imposition of a transfer tax (such as Rhode Island; New Hampshire; Maine; or Orleans Parish, Louisiana), an assignment of the mortgage or deed of trust to Fannie Mae must be prepared and recorded in a timely manner to avoid any delays in the initiation of the foreclosure proceedings. If the servicer believes that a foreclosure proceeding must be conducted in Fannie Mae’s name in any other jurisdiction to prevent the imposition of a transfer tax, the servicer must contact Fannie Mae’s Legal department (see F-4-02, List of Contacts) for permission to do so.

When a document custodian has custody of an original unrecorded assignment of the mortgage to Fannie Mae, the servicer may either

- request return of that document so it can be recorded, or
- prepare a new assignment if doing so will expedite the process.

Once the assignment to Fannie Mae has been recorded, the foreclosure proceedings must be conducted in

Fannie Mae's name.

Conducting Foreclosure Proceedings When MERS Is the Mortgagee of Record

The servicer must not name MERS as a plaintiff or foreclosing party in any foreclosure action on a Fannie Mae mortgage loan. When MERS is the mortgagee of record, the servicer must prepare an assignment from MERS to the servicer and bring the foreclosure in its own name unless Fannie Mae specifically allows the foreclosure to be brought in the name of Fannie Mae. In that event, the assignment must be from MERS to Fannie Mae, in care of the servicer at the servicer's address for receipt of notices. The assignment must be prepared and provided to the law firm in the referral package.

Fannie Mae will not reimburse the servicer for any expense incurred in preparing or recording an assignment of the mortgage loan from MERS to the servicer or to Fannie Mae. If the borrower reinstates the mortgage loan prior to completion of the foreclosure proceedings, re-assigning and re-registering the mortgage loan with MERS will be at the discretion and expense of the servicer.

The servicer must consult with the law firm to determine if any other legal requirements apply when conducting foreclosures of mortgage loans in which MERS is the prior mortgagee of record. See *Additional Required Foreclosure Referral Documents* in E-1.1-02, Required Referral Documents for additional information regarding MERS and proper assignments.

Recent Related Announcements

The table below provides references to recently issued Announcements that are related to this topic.

Announcements	Issue Date
Announcement SVC-2021-07	October 13, 2021
Announcement SVC-2019-03	May 15, 2019

E-3.2-10, Paying Certain Expenses During the Foreclosure Process (11/12/2014)

The servicer must use any funds remaining in the borrower's escrow deposit account to pay T&I premiums that come due during the foreclosure process. The servicer also may use escrow funds to pay costs for the protection of the security and related foreclosure costs as long as state or local laws, government regulations, or the requirements of the mortgage insurer or guarantor do not preclude the use of escrow funds for these purposes. If the escrow balance is not sufficient to cover these expenses, the servicer must advance its own

funds. See also *Advancing Funds to Cover Expenses* in B-1-01, Administering an Escrow Account and Paying Expenses for additional information.

Recent Related Announcements

There are no recently issued Announcements related to this topic.

E-3.2-11, Collecting Under an Assignment of Rents (08/12/2015)

The servicer must determine whether it is appropriate to pursue collections under the assignment of rents provision, taking into consideration mortgage insurer or guarantor requirements.

If the servicer pursues collections under an assignment of rents provision, it must ensure

- local law allows the mortgagee to collect rents under these circumstances, and
- this action will not create any new rights for the occupant that might impair Fannie Mae's ability to foreclose the mortgage loan at a later date.

Rental income that is collected on a delinquent mortgage loan must be applied in accordance with the terms of the note and security instrument.

The following table provides the servicer with instructions when the mortgage loan is in foreclosure and the servicer is already collecting rental income.

✓	**The servicer must…**
	Hold any rental income it receives as unapplied funds until the mortgage loan is liquidated.
	Keep a record of rental income collections and disbursements so that they can be considered when the final claim under the MI or guaranty is filed.
	Remit Fannie Mae's share of the rental income to Fannie Mae or deduct it from the amount due to reimburse the servicer for any advances it made.

Recent Related Announcements

There are no recently issued Announcements related to this topic.

E-3.2-12, Performing Property Preservation During Foreclosure Proceedings (07/14/2021)

When a mortgage loan is delinquent including throughout the foreclosure process, the servicer must perform all property maintenance functions as necessary to ensure that the condition and appearance of the property are satisfactorily maintained.

The servicer must manage and protect the property until it is conveyed to the insurer or guarantor, or until Fannie Mae assigns that responsibility elsewhere, including when

- a borrower selects an immediate move Mortgage Release and the REOgram is confirmed to Fannie Mae, or
- a borrower selects the three-month transition or twelve-month lease.

The servicer must take whatever action is necessary to protect the value of the property in accordance with the Property Preservation Matrix and Reference Guide. This includes making sure that no apparent violations of applicable law are occurring on the property (such as violations of laws relating to illegal narcotics and similar substances) and that the property is protected against vandals and the elements.

The servicer must refer to the Property Preservation Matrix and Reference Guide for all maintenance work when a mortgage loan is delinquent and the property is vacant or abandoned. When the cost to complete property preservation work will exceed the Fannie Mae allowable, the servicer must submit the request via HomeTracker. The servicer must follow the procedures in *Requesting Fannie Mae Approval for Property Preservation and Maintenance* in F-1-08, Managing Foreclosure Proceedings, for detailed instructions for submitting a request when it does not have access to HomeTracker.

Recent Related Announcements

The table below provides references to recently issued Announcements that are related to this topic.

Announcements	Issue Date
Announcement SVC-2021-04	July 14, 2021

E-3.2-13, Addressing Title Defects Generally (12/16/2015)

With respect to each first lien mortgage loan sold to Fannie Mae, the following warranties are made to Fannie Mae:

- the mortgage is a valid and subsisting lien on the property;
- the property is free and clear of all encumbrances and liens having priority over it except for liens for real estate taxes, and liens for special assessments, that are not yet due and payable; and
- the mortgage and any security agreements, chattel mortgages, or equivalent documents relating to it have been properly signed, are valid, and their terms may be enforced by Fannie Mae, its successors, and assigns.

> **Note:** These warranties are not all inclusive.

The servicer must comply with Fannie Mae's requirements for addressing title defects, as shown in the following table.

✓	**The servicer must…**
	Take reasonable steps to correct the defect, even if the servicer is not responsible for the selling representations and warranties for the mortgage loan or if the title defect was created by a prior servicer.
	Promptly provide the title information to the responsible party if the servicer is not the responsible party.
	Correct the title defect as part of the foreclosure process when possible.

Fannie Mae reserves the right, at its option, to pursue other remedies as set forth in the Guides.

Delays by title insurance companies in processing and resolving claims, or disputes with title insurance companies over coverage issues will not excuse the servicer from its correction or repurchase obligations or prevent the imposition of compensatory fees.

Recent Related Announcements

There are no recently issued Announcements related to this topic.

E-3.2-14, Addressing Title Defects for Bifurcated Mortgage Loans (08/17/2016)

The following table provides a list of servicer responsibilities related to correcting title defects for bifurcated mortgage loans.

✓	**The servicer must…**
	Promptly notify the responsible party when it is notified or becomes aware of an origination or servicing title defect and the selling representations and warranties or prior servicer obligations were not assumed by the servicer.
	Contact Fannie Mae's LQC Digital Data Control Team (see F-4-02, List of Contacts) if it needs confirmation of the responsible party.
	Cooperate with the responsible party and take reasonable steps to correct an origination title defect.

The servicer need not take actions or advance any funds that would not be approved by Fannie Mae unless the responsible party separately agrees to reimburse the servicer for such amounts in attempting to correct the title defect on the bifurcated mortgage loan in the manner suggested by the responsible party. Fannie Mae reserves the right, at its option, to pursue other remedies as set forth in the Guides.

Fannie Mae reserves the right to require the responsible party to repurchase a mortgage loan if the originating or prior servicer created a title defect that is not resolved to Fannie Mae's satisfaction within the time frame and in the manner identified by us in the demand for a servicing repurchase remedy.

Recent Related Announcements

There are no recently issued Announcements related to this topic.

E-3.2-15, Allowable Time Frames for Completing Foreclosure (11/12/2014)

Fannie Mae has established time frames within which it expects routine foreclosure proceedings to be completed. See the *Foreclosure Time Frames and Compensatory Fee Allowable Delays Exhibit* for the maximum number of allowable days within which routine foreclosure proceedings are to be completed.

The maximum number of allowable days

- denotes the maximum allowable time lapse between the due date of the LPI and the completion of the foreclosure sale;

- represents the time typically required for routine, uncontested foreclosure proceedings;
- reflects the legal requirements of the applicable jurisdiction; and
- takes into consideration delays that may occur outside of the control of the servicer.

If the number of actual days to complete the foreclosure proceedings exceeds the maximum number of allowable days, and no reasonable explanation for the delay is provided to Fannie Mae through monthly delinquency status reporting or other information exchange protocols, Fannie Mae will require the servicer to pay a compensatory fee as outlined in A1-4.2-02, Compensatory Fees for Delays in the Liquidation Process.

Examples of reasonable explanations for delays include, but are not limited to, the following:

- bankruptcy;
- probate;
- military indulgence;
- contested foreclosure;
- the mortgage loan is currently in review for a mortgage loan modification;
- the mortgage loan is in an active workout option; or
- recent legislative, administrative, or judicial changes to existing state foreclosure laws, provided that the servicer is diligently working toward resolution of the delay to the extent feasible.

Fannie Mae will not impose compensatory fees for delays beyond the control of the servicer, provided that the delinquency status codes and any other information reported by the servicer on the loan are timely and accurate.

Recent Related Announcements

There are no recently issued Announcements related to this topic.

Section E-3.3, Preparing for the Foreclosure Sale

E-3.3-01, Completing Preforeclosure Sale Review (04/10/2019)

The servicer must review the mortgage loan history at least 30 days prior to the scheduled foreclosure sale date, or in applicable foreclosure actions where there is no foreclosure sale and title is transferred by court order, the estimated court order docket date (if known), to verify

- compliance with all required delinquency management requirements in accordance with this Part and Part D of this *Servicing Guide,* and
- that no approved payment arrangements or workout offers are pending or accepted.

The servicer must fulfill the delinquency management requirements or resolve outstanding workout offers prior to the foreclosure certification date referenced in E-3.3-02, Certifying the Status of Workout Negotiations Prior to Foreclosure Sale.

Recent Related Announcements

The table below provides references to recently issued Announcements that are related to this topic.

Announcements	Issue Date
Announcement SVC-2019-02	April 10, 2019

E-3.3-02, Certifying the Status of Workout Negotiations Prior to Foreclosure Sale (11/12/2014)

The servicer must complete an account review between 7 and 15 days prior to the scheduled foreclosure sale. The following table provides additional servicer guidelines related to the pre-sale certification.

If…	Then the servicer must…
the servicer determines that all delinquency management requirements have been achieved and there is no workout offer either pending or accepted	send written certification to the law firm between 7 and 15 days prior to the foreclosure sale date indicating that the law firm must continue with the foreclosure sale.
a complete BRP was received and an offer for a retention option was extended to the borrower on or before the 7th day prior to the foreclosure sale, or an approved purchase offer for a short sale is scheduled to close	not issue a certification to the law firm and must make every effort to stop a scheduled foreclosure sale.

If…	Then the servicer must…
local jurisdictional requirements are such that the 7- to 15-day time frame prior to foreclosure sales needs to be extended in order to comply with jurisdictional requirements	allow additional time to complete the review and provide the certification to the law firm sooner.

The servicer must instruct the law firm to postpone the foreclosure sale if certification cannot be provided prior to the foreclosure sale date.

The servicer must work with the law firm to develop a process for receipt of the certification to prevent unnecessary delays. Delays in the foreclosure proceeding timelines resulting from cancellation of the foreclosure sale or from the servicer's failure to provide timely certification to the law firm will subject the servicer to compensatory fees. See A1-4.2-02, Compensatory Fees for Delays in the Liquidation Process for additional information.

Recent Related Announcements

There are no recently issued Announcements related to this topic.

E-3.3-03, Inspecting Properties Prior to Foreclosure Sale (04/10/2019)

The servicer must ensure that a thorough property inspection is completed before it decides to liquidate the mortgage loan by initiating foreclosure.

When foreclosure proceedings are initiated, the servicer must ensure that a property inspection is completed within 35 days prior to foreclosure sale or in applicable foreclosure actions where there is no foreclosure sale and title is transferred by court order, the estimated court order docket date (if known) for

- all conventional mortgage loans,
- any FHA mortgage loan that cannot be conveyed to FHA,
- all VA mortgage loans for which VA would not establish an "upset price," and
- any special servicing option RD mortgage loan.

See D2-2-10, Requirements for Performing Property Inspections for requirements when a property inspection is needed and A4-2.1-02, Property Inspection Vendor Management and Oversight for additional requirements for property inspection vendors. The servicer must also follow the procedures in *Reimbursement for Property Inspections and Property Preservation Expenses* in F-1-05, Expense Reimbursement to submit for reimbursement of associated expenses.

Recent Related Announcements

The table below provides references to recently issued Announcements that are related to this topic.

Announcements	Issue Date
Announcement SVC-2019-02	April 10, 2019

E-3.3-04, Marketing the Foreclosure Sale and Using Foreclosure Auction Services (11/14/2018)

For conventional first lien mortgage loans, the servicer must use a vendor identified in the Foreclosure Sale Marketing and Auction Services Exhibit for foreclosure sale marketing services in available jurisdictions. See *Foreclosure Sale Marketing and Foreclosure Auction Services* in F-1-08, Managing Foreclosure Proceedings for more details, including when a vendor may be used for foreclosure auction services.

Recent Related Announcements

There are no recently issued Announcements related to this topic.

E-3.3-05, Issuing Bidding Instructions (05/10/2023)

Introduction
This topic contains the following:

- General Requirements for All Bidding Instructions
- Bidding Instructions for Conventional Mortgage Loans
- Bidding Instructions for FHA-Insured Mortgage Loans
- Bidding Instructions for VA-Guaranteed Mortgage Loans
- Bidding Instructions for RD-Guaranteed Mortgage Loans

General Requirements for All Bidding Instructions

The servicer must issue bidding instructions to the law firm for all mortgage loans referred for foreclosure. The servicer must pay particular attention to any bidding requirements issued by FHA, VA, RD, or the mortgage

insurer to make sure that Fannie Mae will not be prevented from recovering the full amount due under the insurance or guaranty contract.

The following table provides additional requirements for obtaining a property valuation for the purpose of bidding instructions when required by applicable law, Fannie Mae, or the MI company.

✓	**The servicer must…**
	Request the property valuation through Fannie Mae's servicing solutions system as soon as it is aware of the foreclosure sale date, but no earlier than 90 days prior to the foreclosure sale date.
	Include the cost the property valuation order in the MI claim, when applicable.
	Obtain the results of the property valuation order through Fannie Mae's servicing solutions system within 10 calendar days from the date the servicer submits the request. **Note**: Property valuation results may take longer in the event of unusual market conditions or if access to the property is delayed.

The servicer must not issue bidding instructions to the law firm if its preforeclosure property inspection reveals, or if the servicer otherwise discovers, that the property has incurred significant hazard damage without a claim having been filed with the insurance carrier. Instead, the servicer must contact its Fannie Mae Servicing Representative (see F-4-02, List of Contacts) to determine whether or not a property insurance claim should be filed, and if so, what foreclosure bid should be entered.

Bidding Instructions for Conventional Mortgage Loans

The servicer must contact its Fannie Mae Servicing Representative (see F-4-02, List of Contacts) to obtain bidding instructions for all conventional second lien mortgage loans.

For all first lien mortgage loans and co-op share loans that are in a first lien position, the servicer must issue bidding instructions based on the following guidelines, which are designed to ensure that a third party's bidding at the foreclosure sale will not result in Fannie Mae's eventually acquiring the property for more than the total mortgage indebtedness or for less than Fannie Mae's reserve price as described in *When to Obtain a Reserve Price.*

For Fannie Mae's bidding instructions, the servicer must consider whether or not

- the mortgage loan has MI;
- the property is located in a state (or jurisdiction) that has a redemption period in which the borrower (or a junior lienholder) can redeem the property for the amount of the foreclosure bid;
- the property is located in a state (or jurisdiction) that does not have a redemption period, but that levies transfer taxes and/or other related fees and costs on the winning bidder at the foreclosure sale;
- the property is located in a state (or jurisdiction) that recognizes Fannie Mae's exemption from the payment of real estate transfer taxes;

- the property has a property or flood insurance claim that has been filed; and
- the property is subject to a recorded resale restriction agreement or a shared equity transaction agreement, in which case the servicer must comply with the terms of any such agreement.

When to Obtain a Reserve Price

The servicer must obtain a reserve price from Fannie Mae in any of the following circumstances:

- when preparing bids for uninsured conventional first lien mortgage loans,
- when applicable laws do not require that an appraisal report be used to set the bid, or
- if the mortgage insurer of a first lien mortgage loan elects not to issue bidding instructions and defers to Fannie Mae.

The following table provides a list of servicer requirements for obtaining and using a reserve price.

✓	**The servicer must…**
	Request the reserve price through Fannie Mae's servicing solutions system between 30 and 90 days before the scheduled foreclosure sale date. **Note**: The servicer must use the reason code "Reserve Price Bid Instructions" when submitting a request to obtain a reserve price.
	Request an updated reserve price when the "expiration date" of the reserve price will occur prior to the scheduled foreclosure sale date. The servicer must always use an unexpired reserve price to establish the bid amount.
	Provide bidding instructions to the law firm in a timely manner so as not to delay, cancel, or stop a scheduled foreclosure sale. In circumstances where the servicer is unable to provide the law firm with the bidding instructions in a timely manner, it must document the mortgage loan servicing file accordingly.

> **Note**: The servicer must bid the total indebtedness amount minus any outstanding property or flood insurance claim(s) if the calculated reserve price is not available in sufficient time prior to the foreclosure sale date to enable the law firm to enter a specified bid at the foreclosure sale.

The following tables provide Fannie Mae's requirements for the preparation of bidding instructions for a first lien mortgage loan, depending on whether or not the mortgage loan is insured.

For an Uninsured Conventional First Lien Mortgage Loan:

If the security property is in a state or jurisdiction…	Then the servicer must…
that has a redemption period	instruct the law firm to bid • an amount equal to the lesser of ◦ 100% of the reserve price obtained from Fannie Mae, or ◦ 100% of the total mortgage indebtedness minus any outstanding property or flood insurance claims, or • such other amount as may be required by applicable law (e.g., judgment amount).
that does not have a redemption period and does not levy transfer taxes or other related fees and costs on the winning foreclosure bid, or does levy transfer taxes to which Fannie Mae's real estate transfer tax exemption applies	
that does not have a redemption period, but which levies transfer taxes or other related fees and costs on the winning foreclosure bid and does not recognize Fannie Mae's exemption from paying real estate transfer taxes	instruct the law firm to enter an initial bid of $100 (or any other minimum amount the state requires in order for the bid to be considered valid), and continue bidding until it either • wins the bidding, or • bids an amount equal to the lesser of: ◦ 100% of the reserve price obtained from Fannie Mae, or ◦ 100% of the total mortgage indebtedness minus any outstanding property or flood insurance claims, or • such other amount as may be required by applicable law (e.g., judgment amount). If the bid amount cannot be increased because the person conducting the foreclosure is prohibited from accepting a range of bids from the servicer, the servicer must instruct the law firm to bid as if the property were in a jurisdiction with a redemption period as indicated above.

For an Insured Conventional First Lien Mortgage Loan:

For a first lien mortgage loan covered by MI, the servicer must bid an amount approved by the mortgage insurer. If the mortgage insurer elects not to issue bidding instructions per its guidelines, or defers to Fannie Mae for foreclosure sale bidding instructions, the servicer must follow the policies and requirements for an uninsured conventional first lien mortgage loan.

If the mortgage insurer’s bidding instructions or requirements include preserving deficiency rights, and where permitted by applicable law, the servicer must preserve the mortgage insurer’s right to pursue a deficiency action in accordance with the mortgage insurer’s instructions.

Additional Requirements for a Mortgage Loan Subject to a Resale Restriction or Shared Equity Transaction:

The following table provides Fannie Mae's requirements for the preparation of bidding instructions for a first lien mortgage loan subject to a resale restriction or a shared equity transaction agreement.

If the property is subject to a resale restriction agreement or a shared equity transaction agreement...	Then the servicer must...
that survives foreclosure	contact its Fannie Mae Servicing Representative (see F-4-02, List of Contacts) if the resale restrictions would result in bidding instructions for an amount less than total indebtedness or the reserve price obtained from Fannie Mae.
that does not survive foreclosure	instruct the law firm to bid • an amount equal to the lesser of ◦ 100% of the reserve price obtained from Fannie Mae, or ◦ 100% of the total mortgage indebtedness minus any outstanding property or flood insurance claims, or • such other amount as may be required by applicable law (e.g., judgment amount).

Bidding Instructions for FHA-Insured Mortgage Loans

The amount the servicer must bid for a FHA-insured mortgage loan depends on when the mortgage loan was endorsed for insurance. The following table provides additional bidding information based on the policy endorsement date.

If the FHA mortgage loan...	Then the bid amount...	And the servicer must...
was endorsed for insurance before November 30, 1983	must include the full amount of the indebtedness consisting of the • UPB; • accrued interest to the date of the sale using the rate in effect for each payment on the date it became due; • any advances for T&I; and • other foreclosure costs, including attorney fees and any reimbursable property inspection fees.	• subtract from the total indebtedness any funds that it is holding for a mortgage loan insured under an FHA Escrow Commitment or for a mortgage loan that is subject to an interest rate buydown plan, and • send Fannie Mae any funds it holds as soon as the foreclosure sale is held.
was endorsed for insurance on or after November 30, 1983	will vary depending on whether FHA elects to have the property appraised. When FHA has the property appraised, it will advise the servicer of the amount to bid at the foreclosure sale. The bid amount will reflect the fair market value of the property, appropriately adjusted for FHA's estimate for holding costs and resale costs that it would incur if the property were conveyed.	bid the exact amount specified by FHA as long as the servicer receives FHA's bid amount within the five days before the foreclosure sale — unless state law requires a higher amount to be bid. If the servicer does not receive FHA's bid amount within the five days before the foreclosure sale, it must bid the full amount of Fannie Mae's indebtedness.

Bidding Instructions for VA-Guaranteed Mortgage Loans

For VA mortgage loans, the bid must be the amount that VA specified as its "upset price." If VA does not specify an upset price, then the servicer must determine the bid amount by subtracting the amount the VA will pay under its guaranty from the amount required to satisfy the indebtedness.

Bidding Instructions for RD-Guaranteed Mortgage Loans

For RD mortgage loans, the servicer must bid the full amount of the indebtedness. This amount consists of

- the UPB;
- accrued interest to the date of the sale;

- any advances for T&I; and
- other foreclosure costs, including attorney fees and any reimbursable property inspection fees.

Recent Related Announcements

The table below provides references to recently issued Announcements that are related to this topic.

Announcements	Issue Date
Announcement SVC-2023-03	May 10, 2023
Announcement SVC-2022-04	June 8, 2022

E-3.3-06, Handling a Suspension or Reduction of the Redemption Period (11/12/2014)

The servicer must abide by any suspension of the redemption period as required by SCRA. The following table provides additional Fannie Mae requirements applicable to the suspension period.

✓	The servicer must...
	Permit the servicemember's dependents to continue living in the property and paying a reasonable rent, if they were residing in the property at the time of foreclosure sale.
	Notify Fannie Mae's SF CPM division (see F-4-02, List of Contacts) about the suspension of the redemption period until after the completion of the borrower's active duty so that Fannie Mae can adjust its marketing efforts for the property. Also see D2-3.4-01, Military Indulgence.
	Whenever possible and economically feasible, petition the court or take any other legal actions necessary for a reduced redemption period if the property is vacant or abandoned in order to minimize expenses and delays.

Recent Related Announcements

There are no recently issued Announcements related to this topic.

E-3.3-07, Pursuing a Deficiency Judgment (01/18/2017)

The servicer must pursue a deficiency judgment on an FHA, VA, or RD mortgage loan if instructed to do so by FHA, VA, or RD, respectively.

A deficiency judgment cannot be pursued for a Texas Section 50(a)(6) loan.

The servicer is authorized to waive Fannie Mae's deficiency judgment rights if so doing will help resolve foreclosure delays based upon individual borrower circumstances. This authorization is applicable only to conventional mortgage loans that are in foreclosure and are experiencing foreclosure delays.

The servicer must contact the mortgage insurer (if the mortgage loan is covered by MI) to obtain the mortgage insurer's consent to waive its deficiency judgment rights.

If the mortgage insurer does not provide its consent to waive its deficiency judgment rights, the servicer must notify the borrower that, notwithstanding Fannie Mae's waiver of its deficiency judgment rights, the mortgage insurer may have the right to pursue the borrower for any deficiency judgment that occurs from the resolution of the foreclosure matter.

For each deficiency waiver granted, the servicer must ensure that it properly documents the deficiency waiver in the mortgage loan servicing file and must be able to provide this information to Fannie Mae upon request.

The servicer must proceed non-judicially in jurisdictions where the preferred or routine method of foreclosure is non-judicial, even if doing so means waiving Fannie Mae's right to pursue a deficiency judgment, unless the servicer or the law firm is aware of circumstances that suggest the benefits of proceeding judicially outweigh the increase in time frame, fees, and costs. If the servicer has questions regarding the preservation or waiver of deficiency claims, it must contact Fannie Mae's SF CPM division (see F-4-02, List of Contacts) for guidance, including direction to proceed judicially on a case-by-case basis.

The following table provides additional Fannie Mae requirements related to the pursuit of a deficiency judgment.

✓	**The servicer must...**
	Promptly communicate to either the mortgage insurer or Fannie Mae (depending on whether the mortgage loan is insured or uninsured) any information it may have to assist in deciding whether to pursue a deficiency judgment.
	Advise Fannie Mae about any information it receives from the mortgage insurer concerning whether the deficiency judgment is to be pursued solely or jointly.
	Cooperate with and assist Fannie Mae and its vendors in the pursuit of a deficiency.

Recent Related Announcements

There are no recently issued Announcements related to this topic.

Section E-3.4, When Foreclosure Proceedings Must Be Suspended or Canceled

E-3.4-01, Suspending Foreclosure Proceedings for Workout Negotiations (07/14/2021)

Introduction
This topic contains the following:

- Overview
- General Requirements for Suspending Foreclosure Proceedings
- Handling a Complete BRP Received After Foreclosure Referral But More Than 37 Days Prior to the Foreclosure Sale Date for a Principal Residence
- Handling a Complete BRP Received After Foreclosure Referral But More Than 37 Days Prior to the Foreclosure Sale Date for Other Mortgage Loans
- Handling a Complete BRP Received After Foreclosure Referral But Within 15 to 37 Days Prior to the Foreclosure Sale Date
- Handling a Complete BRP Received Less Than 15 Days Prior to the Foreclosure Sale Date

Overview

When a delinquent mortgage loan is referred to a law firm, the servicer must continue to work with the borrower to bring the mortgage loan current or finalize a workout arrangement up to the date of the foreclosure sale, unless the servicer has determined that all workout options are not feasible as discussed in D2-3, Fannie Mae’s Home Retention and Liquidation Workout Options.

When a delinquent mortgage loan is referred to a law firm, the servicer must NOT suspend foreclosure proceedings pending Fannie Mae's approval of additional attorney fees.

General Requirements for Suspending Foreclosure Proceedings

If a mortgage loan has been referred to foreclosure prior to receipt of a complete BRP, the servicer may delay the foreclosure process without requesting Fannie Mae’s prior written approval pursuant to the terms and conditions set forth below:

- the BRP must be complete before any legal action may be postponed, except if
    - an offer for a short sale has been made based upon the servicer's evaluation of the borrower for a short sale without receiving a complete BRP in accordance with *Evaluating a Borrower to Determine Eligibility for a Fannie Mae Short Sale* in D2-3.3-01, Fannie Mae Short Sale; or
    - a solicitation for a Fannie Mae Flex Modification has been made and the borrower contacts the servicer within 14 days of the date of the offer to indicate an intent to accept the offer (see Soliciting the Borrower for a Fannie Mae Flex Modification in D2-3.2-06, Fannie Mae Flex Modification). In such event, the servicer must delay the next legal action in the foreclosure proceeding until the last day of the month in which the first payment is due. If the borrower's payment is not received by such date, the servicer must proceed with the foreclosure process;
- in cases where a payment is required under the terms of a retention offer including a Trial Period Plan based on a complete BRP, and the borrower indicates acceptance of the offer (either verbally or in writing), the servicer must delay the next legal action in the foreclosure proceeding until the borrower fails to make the first payment under the terms of the proposed workout. Verbal or written acceptance, without payment or execution of required documents, serves only to postpone the foreclosure process. A workout plan may not be consummated without an Evaluation Notice as required by the particular workout plan;
- if the servicer receives the first payment in a timely manner in accordance with the terms of a Trial Period Plan, repayment plan, or forbearance plan, the servicer must delay the next legal action until the borrower breaches the plan;
- fourteen-day delay periods may be extended in order to postpone or repeat the next legal action or postpone a foreclosure sale if necessary under state or local law;
- if Fannie Mae approves a short sale purchase offer, the servicer must suspend the foreclosure sale to allow the short sale to close as permitted under state or local law; and
- if a notice of trustee/sheriff sale has been recorded and the servicer is notified of borrower approval by the mortgage assistance fund program provider and the servicer believes the funds will reinstate the mortgage loan, the servicer is authorized to postpone the foreclosure proceedings. However, if a foreclosure sale is scheduled less than seven days from the date the servicer is notified of borrower approval by the mortgage assistance fund program provider, the servicer must not notify the attorney to "place on hold" or suspend the foreclosure proceedings. See D2-3.1-05, Interacting with Mortgage Assistance Fund Program Providers for additional information.

When the servicer receives a complete BRP, it must delay the next legal action in the foreclosure process as required by these provisions as long as delays are permitted under applicable law. The next legal action will be the next step required by law to proceed with the foreclosure action, such as publication or service of process, but does not include administrative actions, such as title searches or document preparation.

In some states, the judge may dismiss the case for "lack of prosecution" if the workout plan is not filed with the court as part of the foreclosure proceedings. If this happens and the borrower subsequently defaults under the executed workout plan, the foreclosure proceedings will have to be restarted, which will result in extra foreclosure fees and expenses. In such cases, Fannie Mae will not reimburse the servicer for the resulting additional fees and expenses.

The servicer is not in violation of these requirements to the extent that a court or public official fails or refuses to halt some or all activities in the matter after the servicer has made reasonable efforts to move the court or request the public official for a cessation of the activity or event.

In applicable foreclosure actions where there is no foreclosure sale and title is transferred by court order, where possible and subject to applicable law, the servicer must use the estimated court order docket date, if known, in place of the foreclosure sale date in this topic's requirements.

The limitations described in the remainder of this section apply only to suspensions initiated by the servicer without Fannie Mae's approval and do not apply to suspensions otherwise required by Fannie Mae.

Handling a Complete BRP Received After Foreclosure Referral But More Than 37 Days Prior to the Foreclosure Sale Date for a Principal Residence

The following table contains Fannie Mae's requirements for suspending foreclosure proceedings on all mortgage loans secured by a principal residence when the servicer receives a complete BRP. These requirements do not apply if the borrower previously submitted a complete BRP and the mortgage loan has been delinquent at all times since the borrower submitted the prior complete BRP, as authorized by applicable law.

If...	Then the servicer must...
the borrower's complete BRP is received after referral to foreclosure and more than 37 days prior to the foreclosure sale date	delay filing the Motion for Foreclosure Judgment or Order of Sale.
the Motion for Foreclosure Judgment or Order of Sale has already been filed	request the court to delay a hearing or ruling as permitted under state or local law, unless • the servicer has reviewed a complete BRP and delivered an Evaluation Notice to the borrower stating that the borrower is ineligible for a workout option and, if applicable, the borrower has not requested an appeal or the borrower's appeal has been denied in accordance with D2-2-07, Resolving an Appeal of a Mortgage Loan Modification Trial Period Plan Denial for a Principal Residence; • the borrower rejects all workout options offered by the servicer; or • the borrower fails to perform under an agreement on any workout option.
an Evaluation Notice for a retention offer has been sent to the borrower in connection with the borrower's complete BRP	• in a judicial jurisdiction, continue to delay the Motion for Judgment (or equivalent action) for up to 14 days to permit the borrower to respond; or • in a non-judicial jurisdiction, delay the next legal action for up to 14 days to permit the borrower to respond.

Additional guidance related specifically to short sale and Mortgage Release transactions is provided below.

Complete Borrower Response Package Submitted Without a Short Sale Offer

The servicer must meet the requirements shown in the following table upon receipt of complete BRP without a short sale offer for a principal residence more than 37 days prior to the foreclosure sale date, when either

- the borrower indicates in the complete BRP that they desire a liquidation workout option, or
- the servicer will not be offering a mortgage loan modification to the borrower.

These requirements do not apply if the borrower previously submitted a complete BRP and the mortgage loan has been delinquent at all times since the borrower submitted the prior complete BRP, as authorized by applicable law.

✓	**The servicer must…**
	Send the borrower an Evaluation Notice within 5 days of an evaluation decision but no more than 30 days from the receipt of a complete BRP.
	Require the borrower to • respond to the servicer decision within 14 days of the date of the Evaluation Notice by either ◦ appealing the denial of any mortgage loan modification Trial Period Plan, if applicable; or ◦ indicating the intent to accept the offer to pursue a short sale, if the Evaluation Notice includes the servicer's approval to pursue a short sale. • submit a short sale offer within 45 days of the date of the Evaluation Notice or within 45 days of the servicer's appeal decision, if applicable.
	Review a short sale offer within 15 days from the date it is received if the borrower submits the offer within 45 days of the Evaluation Notice.
	Delay referral to foreclosure or the next legal action in the foreclosure process during the • servicer evaluation of the complete BRP; • 14-day borrower response period; • appeals process, if applicable; • 45-day period the borrower is required to submit a short sale offer to the servicer; • 15-day period the servicer is reviewing a short sale offer submitted within 45 days of the date of the Evaluation Notice; and • 60-day period following approval of the short sale offer to facilitate the closing of an approved short sale.

✓	The servicer must…
	Proceed with the next legal action in the foreclosure process if • Fannie Mae rejects the short sale offer, or • the borrower does not respond or comply with all requirements of the short sale.

Complete Borrower Response Package Submitted With a Short Sale Offer

The following table reflects requirements the servicer must meet when a complete BRP for a principal residence that includes a short sale offer is received more than 37 days prior to the foreclosure sale date. These requirements do not apply if the borrower previously submitted a complete BRP and the mortgage loan has been delinquent at all times since the borrower submitted the prior complete BRP, as authorized by applicable law.

✓	The servicer must…
	Send the borrower an Evaluation Notice within 5 days of an evaluation decision but no more than 30 days from the receipt of a complete BRP submitted with a short sale offer.
	Require the borrower to respond to the servicer decision within 14 days of the date of the Evaluation Notice or, if applicable, appeal the denial of any mortgage loan modification Trial Period Plan. **Note**: The servicer must not require the borrower to respond to a short sale counteroffer prior to the end of the time frame for the borrower's response to the Evaluation Notice. Specifically, the servicer must request a counteroffer response from the borrower by the later of either • five business days for the servicer's or Fannie Mae's short sale counteroffer, or • the date by which the borrower's response to the Evaluation Notice is due in cases where the servicer is providing an Evaluation Notice in response to a complete BRP.
	Delay referral to foreclosure or the next legal action in the foreclosure process during the • servicer evaluation of the complete BRP and short sale offer; • 14-day borrower response period; • appeals process, if applicable; and • 60-day period following approval of the short sale offer to facilitate the closing of an approved short sale.
	Proceed with the next legal action in the foreclosure process if • Fannie Mae rejects the short sale offer, or • the borrower does not respond or comply with all requirements of the short sale.

Mortgage Release

The servicer must meet the requirements shown in the following table when a complete BRP for a principal residence is received more than 37 days prior to the foreclosure sale date and either

- the borrower indicates in the complete BRP that they desire a liquidation workout option, or
- the servicer will not be offering a mortgage loan modification to the borrower.

These requirements do not apply if the borrower previously submitted a complete BRP and the mortgage loan has been delinquent at all times since the borrower submitted the prior complete BRP, as authorized by applicable law.

If the borrower…	Then the servicer…
was not previously approved to pursue a short sale	• must send the borrower an Evaluation Notice within 5 days of an evaluation decision but no more than 30 days from the receipt of a complete BRP. • must require the borrower to respond to the servicer decision within 14 days of the date of the Mortgage Release offer in the Evaluation Notice by either ◦ accepting the offer to pursue a Mortgage Release offer, or ◦ appealing the denial of any mortgage loan modification Trial Period Plan, if applicable. • must delay the next legal action or referral to foreclosure during the ◦ servicer evaluation of the complete BRP; ◦ 14-day borrower response period; ◦ appeals process, if applicable; and ◦ 60 days following the date of the borrower's acceptance in order to complete the Mortgage Release transaction. • must proceed with the next legal action in the foreclosure process at the end of the 60-day period, but is permitted to use an additional 30 days to complete the Mortgage Release transaction if it cannot be completed within 60 days.
was previously approved to pursue a short sale and accepts a Mortgage Release offer	must not delay the next legal action in the foreclosure process and adhere to Fannie Mae's foreclosure postponement requirements.

Handling a Complete BRP Received After Foreclosure Referral But More Than 37

Days Prior to the Foreclosure Sale Date for Other Mortgage Loans

The following table contains Fannie Mae's requirements for suspending foreclosure proceedings on all other mortgage loans when a complete BRP is received after foreclosure referral but more than 37 days prior to the foreclosure sale date.

Complete BRP received after foreclosure referral but more than 37 days prior to the foreclosure sale date	
Stage of Evaluation	**Requirements**
A complete BRP has been received and is being evaluated	No delay in legal action is required.
A complete BRP and a short sale offer have been received	The servicer must attempt to conduct a review of the complete BRP and short sale offer in accordance with Fannie Mae's required timelines. See D2-2-05, Receiving a Borrower Response Package containing standard review timelines. If the servicer cannot do so, it must conduct an expedited review of the complete BRP and short sale offer prior to the foreclosure certification date.
An Evaluation Notice was sent to the borrower and a retention offer has been extended	No delay in legal action is required unless the foreclosure sale is within the borrower's 14-day response period. In those instances, the servicer must delay the foreclosure sale for up to 14 days to allow the borrower to respond.

Handling a Complete BRP Received After Foreclosure Referral But Within 15 to 37 Days Prior to the Foreclosure Sale Date

The following table provides Fannie Mae requirements for suspending foreclosure proceedings for all mortgage loans when the complete BRP is received after foreclosure referral but within 15 to 37 days prior to the foreclosure sale date.

Complete BRP received after foreclosure referral but within 15 to 37 days prior to the foreclosure sale date	
Stage of Evaluation	**Requirements**
The complete BRP has been received and is being evaluated	No delay in legal action is required. The servicer must conduct an expedited review of the complete BRP (and short sale purchase offer, if applicable) prior to the foreclosure certification date.
An Evaluation Notice was sent to borrower and a retention offer has been extended	No delay in legal action is required unless a retention offer is made and the foreclosure sale is within the borrower's 14-day response period. In those instances, the servicer must delay the foreclosure sale for up to 14 days to allow the borrower to respond.

Note: The servicer must not offer a Mortgage Release option during this time period.

Handling a Complete BRP Received Less Than 15 Days Prior to the Foreclosure Sale Date

The following table provides Fannie Mae requirements for suspending foreclosure proceedings for all mortgage loans when the complete BRP is received less than 15 days prior to the foreclosure sale date.

Complete BRP received less than 15 Days prior to the foreclosure sale date	
Stage of Evaluation	**Requirements**
The complete BRP has been received and is being evaluated	No delay in legal action is required. The servicer is encouraged, but not required, to conduct an expedited review of the complete BRP (and short sale purchase offer, if applicable).
A Notification and Evaluation Notice was sent to the borrower and a retention offer has been extended	The servicer must delay the foreclosure sale for up to 14 days to allow the borrower to respond.

Complete BRP received less than 15 Days prior to the foreclosure sale date	
Stage of Evaluation	**Requirements**
Fannie Mae has approved a short sale purchase offer	The servicer must suspend the foreclosure sale to allow the short sale to close as permitted under state or local law.

If the servicer completed its review of the complete BRP, it must notify the borrower prior to the foreclosure sale as to the results of the review. If the servicer did not complete its review of the complete BRP, it must advise the borrower of its inability to review the package prior to the sale.

Note: The servicer must not offer a Mortgage Release option during this time period.

Recent Related Announcements

The table below provides references to recently issued Announcements that are related to this topic.

Announcements	Issue Date
Announcement-SVC-2021-04	July 14, 2021
Announcement SVC-2019-02	April 10, 2019

E-3.4-02, Canceling the Foreclosure Sale for a Completed Workout (04/10/2019)

The servicer must cancel the foreclosure sale once the borrower has successfully completed a workout option.

For a mortgage loan modification, the sale must not be cancelled until

- the Trial Period Plan is successfully completed with all payments having been made, and
- the mortgage loan modification agreement has been signed by the borrower(s).

When the servicer offers the borrower a Mortgage Release, the servicer must not suspend or cancel the foreclosure process until the servicer has accepted the executed deed from the borrower.

The following table provides further clarification regarding servicer actions depending on when the executed

deed is received.

If the servicer...	Then the servicer must...
does not receive an executed deed with clear and marketable title as well as all required documents signed by the borrower at least 30 days prior to the foreclosure sale	continue the foreclosure process.
receives an executed deed more than 30 days prior to foreclosure sale but the borrowers did not provide all the required signed documents	request the additional required documents.

The foreclosure process must not be suspended or canceled unless all required executed documents are received and accepted prior to the foreclosure sale date. The servicer should escalate the decision to accept the documents to Fannie Mae if necessary.

In applicable foreclosure actions where there is no foreclosure sale and title is transferred by court order, the servicer must use the estimated court order docket date, if known, in place of the foreclosure sale date.

Recent Related Announcements

The table below provides references to recently issued Announcements that are related to this topic.

Announcements	Issue Date
Announcement SVC-2019-02	April 10, 2019

Section E-3.5, Servicer Responsibilities Following the Foreclosure Sale

E-3.5-01, Foreclosure of a Property Securing an MBS Mortgage Loan (10/13/2021)

The servicer of an MBS mortgage loan must ensure that the mortgage loan is removed from the MBS pool prior

to completion of the foreclosure. For additional information on reclassifying or repurchasing MBS mortgage loans in foreclosure, see *Mandatory Repurchase of Certain MBS Mortgage Loans* in A1-3-02, Fannie Mae-Initiated Repurchases, Indemnifications, Make Whole Payment Requests and Deferred Payment Obligations, A1-3-01, Requirements for Voluntary Repurchase, and A1-3-06, Automatic Reclassification of MBS Mortgage Loans.

Recent Related Announcements

The table below provides references to recently issued Announcements that are related to this topic.

Announcements	Issue Date
Announcement SVC-2021-07	October 13, 2021
Announcement SVC-2021-01	January 20, 2021
Announcement SVC-2019-02	April 10, 2019

E-3.5-02, Handling Third-Party Sales (07/12/2017)

The following table provides the servicer with requirements for properly handling a third-party sale.

✓	The servicer must...
	Collect the gross sale proceeds and remit the amount Fannie Mae is due within five business days after it receives the final payment from the third-party bidder. The servicer must follow the procedures in *Reporting Third-Party Sales to Fannie Mae* in F-1-08, Managing Foreclosure Proceedings, as well as *Remitting Third-Party Sales Proceeds to Fannie Mae* in F-1-20, Remitting and Accounting to Fannie Mae, for additional instructions.
	Remit the third-party bidder's initial deposit to Fannie Mae within five business days after discovery that a sale will not be finalized.

✓	The servicer must...
	Within 14 days of the later of the date the foreclosure sale is completed (including receipt of funds), or when applicable, the date the court confirms or ratifies the sale: • ask the property insurance carrier to cancel the policy and, unless prohibited by the policy or applicable law, send the servicer any unearned premium refund; or • request cancellation of Fannie Mae's mortgagee interest in the policy and removal of its name from the policy if the insurance carrier is not willing to cancel the policy because Fannie Mae is not the named insured.
	Continue performing necessary activities including property inspections to protect Fannie Mae's interest in the property until the later of the date the foreclosure sale is completed (including receipt of funds), or when applicable, the date the court confirms or ratifies the sale. **Note:** The servicer must adhere to D2-2-10, Requirements for Performing Property Inspections and the Property Preservation Matrix and Reference Guide until one of these occur.

Any excess sales proceeds must be distributed in accordance with applicable law.

> **Note**: Fannie Mae will reimburse the servicer for expenses incurred after the third-party sale in compliance with *Servicing Guide* requirements. The servicer must follow the procedures in F-1-05, Expense Reimbursement and *Requesting Fannie Mae Approval for Property Preservation and Maintenance* in F-1-08, Managing Foreclosure Proceedings.

Recent Related Announcements

There are no recently issued Announcements related to this topic.

E-3.5-03, Providing Evidence of Title (11/12/2014)

In Hawaii, the servicer must obtain an owner's title policy after the foreclosure sale if Fannie Mae acquires title to a property through a non-judicial foreclosure.

The servicer must not obtain an owner's title policy after the foreclosure sale in any other state unless Fannie Mae specifically directs it to do so. Fannie Mae will accept other forms of title evidence as long as FHA, VA, RD, or the mortgage insurer does not specifically require an owner's title policy.

Fannie Mae will not reimburse the servicer for the cost of an owner's title policy unless Fannie Mae or the mortgage insurer directs it to obtain one.

Recent Related Announcements

There are no recently issued Announcements related to this topic.

Chapter E-4, Managing Acquired Properties

Introduction

This chapter describes managing acquired properties.

Section E-4.1, Notifying Fannie Mae of Property Acquisitions

E-4.1-01, Notifying Fannie Mae of an Acquired Property (05/10/2023)

Introduction
This topic contains the following:

- Overview
- Timing and Confirmation of the REOgram
- Review and Confirmation of the REOgram
- Monitoring the Status of Acquired Properties

Overview

Once the foreclosure sale is held and the property acquired, or a Mortgage Release has been executed, the servicer must notify Fannie Mae about the property acquisition.

Two different notifications are required:

- the notice via confirmation (REOgram) that Fannie Mae has an acquired property to dispose of, and
- the notice of the removal status code that is part of the regular investor reporting process.

See *Reporting a Mortgage Release to Fannie Mae* in F-1-22, Reporting a Workout Option via Fannie Mae's Servicing Solutions System, as well as *Reporting a Mortgage Loan Liquidation to Fannie Mae* in Fannie Mae's *Investor Reporting Manual* for additional information.

Unless otherwise directed by Fannie Mae, a special servicing option MBS mortgage loan that has been referred

to foreclosure or a reported Mortgage Release will be removed from the MBS pool (see A1-3-06, Automatic Reclassification of MBS Mortgage Loans).

Timing and Confirmation of the REOgram

Within one business day upon receipt of the daily REOgram notification from Property 360 for any REO property acquired through foreclosure sale or the servicer accepts the executed Mortgage Release, the servicer must review and confirm the REOgram notification in Property 360 for the following mortgage loans:

- all conventional mortgage loans; and
- any special servicing option RD mortgage loans, even though Fannie Mae may not gain clear title to the property until after expiration of any redemption period.

The servicer must review and resolve any exceptions from the daily notification in Property 360 no later than three business days, if applicable.

> **Note:** In applicable jurisdictions, when the foreclosure is completed through a process under which title vests in Fannie Mae (or the servicer in appropriate cases) by operation of court order and there is no foreclosure sale, the servicer must review and confirm the REOgram within one business day of when the court's order is entered on the docket.

Fannie Mae may charge the servicer a compensatory fee for each day it is late in confirmation of the REOgram unless it determines there is a reasonable explanation for the delay as described in A1-4.2-02, Compensatory Fees for Delays in the Liquidation Process. Fannie Mae also may exercise any other available and appropriate remedies for late notifications.

Review and Confirmation of the REOgram

The servicer must review and confirm the REOgram utilizing Property 360 (see F-4-01, References to Fannie Mae's Website in accordance with *Timing of the REOgram* in E-4.1-01, Notifying Fannie Mae of an Acquired Property.

With respect to all resale restrictions, the servicer represents and warrants that upon REOgram confirmation and transfer of the property to Fannie Mae, all required notices have been given in an appropriate manner, and that the foreclosure or Mortgage Release complies with the requirements of the applicable resale restriction agreement or shared equity transaction agreement. With respect to resale restrictions that do not survive foreclosure or acceptance of a Mortgage Release, or the expiration of any applicable redemption period, the servicer represents and warrants that all actions necessary to terminate the resale restrictions have been taken.

Monitoring the Status of Acquired Properties

After the servicer reviews and confirms an REOgram to Fannie Mae, it must monitor the property's status and ensure that it files its *request for expense reimbursement* in a timely manner, in accordance with the requirements and timeframes set forth in E-5-01, Requesting Reimbursement for Expenses.

Recent Related Announcements

The table below provides references to recently issued Announcements that are related to this topic.

Announcements	Issue Date
Announcement SVC-2023-03	May 10, 2023
Announcement SVC-2021-04	July 14, 2021
Announcement SVC-2021-01	January 20, 2021
Announcement SVC-2019-02	April 10, 2019

E-4.1-02, Eliminations and Rescissions of Foreclosure Sales (07/14/2021)

Introduction
This topic contains the following:

- General Requirements for Eliminations and Rescissions of Foreclosure Sales
- Compensatory Fees for Foreclosure Rescissions

General Requirements for Eliminations and Rescissions of Foreclosure Sales

This topic contains Fannie Mae's requirements for eliminations and rescissions of foreclosure sales. "Elimination" is the process of removing a property from Fannie Mae's REO inventory system of record. "Foreclosure Sale Rescission" is the legal process of reversing a foreclosure sale and removing Fannie Mae as titleholder to the property. There are circumstances in which a foreclosure sale rescission may not involve elimination. However, if an REOgram has been confirmed with an associated foreclosure sale, an elimination will also be necessary.

When the servicer identifies an issue that requires an elimination and/or rescission of the foreclosure sale, the servicer must submit a request for elimination and/or rescission within five days.

To submit a request for elimination and/or rescission, the servicer must complete and submit the Elimination/Rescission Request Template.

When Fannie Mae identifies an issue that requires a property to be eliminated from its REO inventory or a foreclosure sale to be rescinded, Fannie Mae will initiate the elimination and/or rescission process.

The servicer must access the Eliminations/Rescissions Daily Report on Fannie Mae Connect. The servicer must complete the actions listed in the following table.

✓	The servicer must...
	Review the Elimination/Rescissions Daily Report for notification of servicer-requested elimination/rescission approvals and Fannie Mae-initiated eliminations/rescissions.
	Add each eliminated file back into its servicer system within 24 hours of notification of approval or notification that the file has been eliminated by Fannie Mae.
	Resume managing the eliminated/rescinded file pursuant to the *Servicing Guide.*
	Work with the law firm that handled the foreclosure to ensure that any necessary activities to complete the elimination and/or rescission are coordinated in a timely fashion.

If a new foreclosure sale takes place or other actions are taken to validate the foreclosure sale, a new REOgram must be confirmed in accordance with *Timing of the REOgram* in E-4.1-01, Notifying Fannie Mae of an Acquired Property.

Upon elimination and/or rescission of the foreclosure sale, the servicer is responsible for transferring title into the appropriate party's name and removing Fannie Mae from title in accordance with *Correcting Conveyances to Fannie Mae* in A2-1-04, Execution of Legal Documents. The servicer must initiate any required steps to restore title to the appropriate party within two days of the elimination and/or rescission notification. The servicer, however, must adhere to specific local and state law recordation requirements, as applicable.

Compensatory Fees for Foreclosure Rescissions

Fannie Mae may assess the servicer a compensatory fee for any failure to follow Fannie Mae guidelines or other servicing error or alleged error that results in a rescission of a foreclosure sale. Fannie Mae will not reimburse foreclosure fees and costs that are required to complete a new foreclosure following rescission. See A1-4.2-02, Compensatory Fees for Delays in the Liquidation Process for additional information on compensatory fees.

Recent Related Announcements

The table below provides references to recently issued Announcements that are related to this topic.

Announcements	Issue Date
Announcement SVC-2021-04	July 14, 2021
Announcement SVC-2019-03	May 15, 2019

Section E-4.2, Conveying Title to an Acquired Property

E-4.2-01, Completing Conveyance Documents (04/10/2019)

Introduction
This topic contains the following:

- General Requirements for Completing All Conveyance Documents
- When Foreclosure Is Conducted in Fannie Mae's Name
- When Foreclosure Is Conducted in the Servicer's Name
- Conveying Insured Conventional Mortgage Loans
- Conveying FHA Mortgage Loans
- Conveying VA Mortgage Loans

General Requirements for Completing All Conveyance Documents

The following table outlines the required servicer actions for completing conveyance documents.

✓	**The servicer must...**
	Satisfy the requirements that FHA, HUD, VA, RD, or the mortgage insurer have established regarding conveyance of an acquired property to them and for completing the actual conveyance within the required time frame.
	Establish procedures to ensure that all post-foreclosure sale actions are taken in a timely manner, particularly in those states (such as Maryland) that require significant post-sale actions to obtain good and marketable title. **Note**: Fannie Mae will hold the servicer responsible for a failure to obtain good and marketable title in a timely manner (even when the foreclosure sale was held within Fannie Mae's prescribed time frame).
	Use the type of deed or other transfer instrument that is customarily used to convey a property in the jurisdiction where the security property is located.

✓	The servicer must...
	Instruct the law firm to include in the conveyance document(s) the • street address, • unit number (when applicable), and • legal description.
	Resume managing the eliminated/rescinded file pursuant to the *Servicing Guide*.
	Retain in its individual mortgage loan file the foreclosure deed and Mortgage Release documents and any and all material that could assist Fannie Mae in marketing, selling, or conveying the property.

If Fannie Mae discovers during the marketing of an acquired property that additional information is needed, it will contact the servicer by telephone or email. The servicer must provide all requested additional information within three business days of the request. See A2-1-04, Execution of Legal Documents for additional information regarding the execution of legal documents. The servicer must follow the procedures in F-1-10, Obtaining and Executing Legal Documents. See also E-3.1-03, Fannie Mae Address for Instruments of Record

When Foreclosure Is Conducted in Fannie Mae's Name

When the foreclosure is conducted in Fannie Mae's name, no conveyance document is required unless the mortgage insurer or guarantor has indicated it will accept conveyance of the property.

The following table outlines the required servicer actions when the foreclosure is conducted in Fannie Mae's name and the mortgage insurer or guarantor indicates it will accept conveyance of the property.

If the servicer...	Then the servicer must...
has Fannie Mae's LPOA to execute conveyance documents	prepare, execute, and submit for recordation a special or limited warranty deed conveying title to the property to the insurer or guarantor.
does not have Fannie Mae's LPOA or is otherwise unable to convey the title directly to the insurer or guarantor	prepare the necessary documents to convey the property to the insurer or guarantor and submit them to Fannie Mae's CPM division (see F-4-02, List of Contacts) for execution. This must be completed at least two weeks before title to the property will be turned over to the insurer or guarantor. Fannie Mae will return the documents to the servicer as soon as they are executed.

When Foreclosure Is Conducted in the Servicer's Name

If the servicer knows that a property can be conveyed directly to FHA or the VA, and that it is allowed to directly convey the title to them, it must do so.

In the following circumstances, the servicer is responsible for the marketing and disposition of the acquired property and title to the property must remain in the servicer's name for

- an FHA coinsured mortgage loan,
- a modified special servicing option or a regular servicing option RD mortgage loan, or
- any regular servicing option MBS mortgage loan, or
- an FHA or VA mortgage loan that cannot be conveyed.

When the foreclosure is conducted in the servicer's name and title vests in the servicer, the servicer must subsequently convey title to the property to Fannie Mae for the following mortgage loans:

- a conventional mortgage loan held in Fannie Mae's portfolio,
- a conventional mortgage loan in a special servicing option MBS pool, or
- a special servicing option RD mortgage loan.

When the servicer is required to convey title to the property to Fannie Mae after the property is acquired, the law firm must have the title vested in Fannie Mae's name in a manner that will not result in the imposition of a transfer tax.

The servicer must submit any deed for recordation that conveys title to Fannie Mae on the day following the foreclosure sale, or in applicable cases when title vests in the servicer by operation of court order without a foreclosure sale, the day following the date when the court’s order is entered on the docket. Should the mortgage insurer or guarantor decide to accept conveyance of the property after title has been conveyed to Fannie Mae, the servicer must proceed as described in *When Foreclosure Is Conducted in Fannie Mae’s Name* in E-4.2-01, Completing Conveyance Documents.

Conveying Insured Conventional Mortgage Loans

The conventional mortgage insurer decides whether it will accept conveyance of a property that secured a conventional mortgage loan only after the claim has been filed. Therefore, the property cannot be conveyed until the mortgage insurer provides notice of its decision.

Whenever the mortgage insurer agrees to accept the property, the servicer must immediately convey it.

Conveying FHA Mortgage Loans

The servicer can convey a property that secured an FHA mortgage loan as soon as Fannie Mae has acquired marketable title. The servicer must not convey a property that secured an FHA coinsured mortgage loan under any circumstances.

Conveying VA Mortgage Loans

The servicer must convey a property that secured a VA mortgage loan to the VA when it sends the "notice of election to convey" within 15 days after the foreclosure sale date. The servicer must also send a preliminary billing for VA's "upset price."

Recent Related Announcements

The table below provides references to recently issued Announcements that are related to this topic.

Announcements	Issue Date
Announcement SVC-2019-02	April 10, 2019

E-4.2-02, Handling Reconveyance to the Insurer or Guarantor (08/17/2016)

Custody of the property must be turned over to FHA, VA, or the mortgage insurer as soon as possible after their requirements for conveying properties have been met. (Also see *Selling Guide* A3-2-01, Compliance with Laws.) When FHA or the VA does not accept a property that the servicer conveys, the servicer must determine why the property was reconveyed to Fannie Mae. If FHA's or VA's reasons for not accepting the property can still be resolved, the servicer must take any action required to correct the matter and then reconvey the property to FHA or VA. Failure to do so may result in Fannie Mae electing a repurchase, a make whole payment, or an indemnification payment (see A1-3-02, Fannie Mae-Initiated Repurchases, Indemnifications, Make Whole Payment Requests and Deferred Payment Obligations). The servicer must address any questions regarding a property that was reconveyed to Fannie Mae’s CPM division (see F-4-02, List of Contacts).

Recent Related Announcements

There are no recently issued Announcements related to this topic.

Section E-4.3, Preserving and Managing Properties

E-4.3-01, Managing the Property Post-Foreclosure Sale (03/08/2023)

Unless otherwise instructed by Fannie Mae, the servicer must cease property preservation activities following the foreclosure sale (or in applicable cases when there is no foreclosure sale and title vests in Fannie Mae or the servicer by operation of court order, the date when the court's order is entered on the docket), even if title transfer to Fannie Mae has not completed such as during an applicable redemption period or when the court has not yet confirmed or ratified the sale.

Under certain circumstances, Fannie Mae may request the servicer to perform some property management functions that usually would be assigned to a broker, agent, or property management company. However, Fannie Mae must approve all repair and marketing costs involved in the disposition of the property.

Unless otherwise notified by Fannie Mae, the servicer must ensure the deed is recorded so that the tax rolls will be changed to reflect Fannie Mae's ownership of the property after the foreclosure sale or mortgage release is complete (see E-4.2-01, Completing Conveyance Documents). Fannie Mae will designate a broker, agent, vendor, or property management company to oversee the property marketing and will assume responsibilities for the payment of ground rents and property taxes, as well as fees and assessments invoiced by an HOA, condo association, or co-op corporation once the foreclosure sale occurs. The servicer is not responsible for these expenses after Fannie Mae acquires the property, unless otherwise directed by Fannie Mae. The servicer must direct questions regarding the payment of these expenses to Fannie Mae's SF CPM division (see F-4-02, List of Contacts).

Recent Related Announcements

The table below provides references to recently issued Announcements that are related to this topic.

Announcements	Issue Date
Announcement SVC-2023-01	March 8, 2023
Announcement SVC-2019-02	April 10, 2019

E-4.3-02, Inspecting Properties Post-Foreclosure Sale (11/13/2019)

Generally, Fannie Mae's designated broker, agent, or property management company will complete all

necessary inspections for acquired properties. However, under certain circumstances, Fannie Mae may require the servicer to conduct a post-foreclosure sale inspection for an acquired property.

The servicer must also conduct any post-foreclosure sale property inspections that FHA and VA require for properties that are conveyed to them.

Fannie Mae will reimburse the servicer for the costs of any post-foreclosure property inspection in the following instances:

- when Fannie Mae requires the servicer to conduct the post-foreclosure sale property inspection; and
- when the post-foreclosure sale inspection is required by FHA and VA, to the extent that the expenses can legitimately be included in an insurance or loan guaranty claim.

See D2-2-10, Requirements for Performing Property Inspections for requirements when a property inspection is needed and A4-2.1-02, Property Inspection Vendor Management and Oversight for additional requirements for property inspection vendors. The servicer must also follow the procedures in *Reimbursement for Property Inspections and Property Preservation Expenses* in F-1-05, Expense Reimbursement to seek reimbursement for inspection costs.

Recent Related Announcements

The table below provides references to recently issued Announcements that are related to this topic.

Announcements	Issue Date
Announcement SVC-2019-07	November 13, 2019
Announcement SVC-2019-02	April 10, 2019

E-4.3-03, The Broker's, Agent's, or Property Management Company's Responsibilities (11/12/2014)

Fannie Mae’s assigned broker, agent, or property management company will manage the maintenance and repair of foreclosed properties and contact the utility companies to have all bills for utility services directed to them for payment. Any issues the servicer may become aware of related to the management or marketing of a property after the foreclosure date must be reported to Fannie Mae’s SF CPM division (see F-4-02, List of Contacts).

Recent Related Announcements

There are no recently issued Announcements related to this topic.

E-4.3-04, Handling Eviction Proceedings (11/12/2014)

Fannie Mae will initiate eviction proceedings, and select and monitor the eviction attorney in connection with any property for which Fannie Mae has the property disposition responsibility.

Properties for which Fannie Mae has this responsibility include:

- conventional mortgage loans that Fannie Mae held in its portfolio;
- government mortgage loans that Fannie Mae held in its portfolio and that cannot be conveyed to the insurer or guarantor; and
- government or conventional mortgage loans that were part of an MBS pool, including any that had a shared-risk special servicing option under which Fannie Mae would be responsible for property disposition efforts.

The foreclosure law firm must include certain language in the foreclosure complaint, judgment, pleadings, or other documentation in any state or jurisdiction in which the inclusion of such language will facilitate or execute the eviction process without causing an appreciable delay in the foreclosure. Fannie Mae requires the law firm to do this work as an integral part of the foreclosure process without charging an additional fee.

Fannie Mae's designated eviction attorney will contact the servicer or the law firm that handled the foreclosure to request any documents needed to initiate the eviction proceedings.

The following table lists servicer requirements for communicating with Fannie Mae's eviction attorney.

✓	**The servicer must...**
	Provide the necessary documentation to ensure that the initial “notice to vacate” can be served as soon as possible after the date of the property acquisition.
	Return any documentation the eviction attorney subsequently requests as soon as possible, or request that the law firm that handled the foreclosure provide the documents directly to the eviction attorney within three business days.
	Work with the eviction attorney to schedule the actual eviction.

For any case in which the servicer has the responsibility for disposing of an acquired property, the servicer or its

eviction attorney must handle the eviction proceedings. Fannie Mae may impose sanctions, including daily compensatory fees, if there are unwarranted delays in processing these cases.

These cases include the following:

- government mortgage loans that will be conveyed to the insurer or guarantor, and
- conventional mortgage loans that were part of an MBS pool that had a shared-risk special servicing option under which the servicer would be responsible for property disposition efforts.

The following table describes servicer requirements when the servicer must retain an attorney to handle eviction proceedings.

✓	**The servicer must...**
	Contact Fannie Mae's SF CPM division (see F-4-02, List of Contacts) to obtain Fannie Mae's maximum allowable eviction fees and costs for the particular state.
	Pay the eviction attorney promptly on receipt of a billing for attorney fees and eviction costs.
	File the applicable *Statement for Recipients of Miscellaneous Income* (IRS Form 1099-MISC) with the IRS, at the appropriate time. See C-4.2-01, Filing IRS Forms for additional information.
	File a supplemental claim for any eviction fees and costs that are claimable under the MI claim, if applicable.
	Aggressively monitor the eviction attorney to ensure that Fannie Mae promptly obtains possession of the property.

The servicer may request reimbursement for its payment of eviction attorney fees and related costs from Fannie Mae by submitting a *request for expense reimbursement.* The servicer must follow the procedures in F-1-05, Expense Reimbursement to do this.

Recent Related Announcements

There are no recently issued Announcements related to this topic.

Section E-4.4, Property and Flood Insurance Coverage Requirements

E-4.4-01, Continuing or Canceling Property Insurance Coverage (11/13/2019)

Introduction
This topic contains the following:

- Overview
- For Conventional Mortgage Loans
- For FHA Mortgage Loans
- For VA Mortgage Loans
- For RD Mortgage Loans

Overview

The servicer's action regarding the continuation or cancellation of property insurance coverage following the foreclosure sale or acceptance of an executed Mortgage Release will depend upon

- the type of mortgage loan that was liquidated, and
- whether the property will be conveyed to the insurer or the guarantor.

Any inquiries regarding the cancellation of property insurance should be addressed to Fannie Mae's SF CPM division (see F-4-02, List of Contacts).

Fannie Mae's property recovery firms assume all responsibilities for filing any necessary property insurance claims for losses identified post-foreclosure for

- conventional first lien mortgage loans,
- conventional second lien mortgage loans for which Fannie Mae either had an ownership interest in the first lien mortgage loan or paid off the first lien mortgage loan in connection with the foreclosure of the second lien mortgage loan,
- FHA or VA mortgage loans that cannot be conveyed to the insurer or guarantor, and
- special servicing option RD guaranteed mortgage loans.

The property recovery firm may contact the servicer to obtain information about any applicable property insurance policy and carrier(s) and any recent property inspections completed by the servicer. The servicer must provide all requested information or documentation to the property recovery firm within three business days.

For Conventional Mortgage Loans

The following table describes the servicer's responsibilities related to the cancellation of property insurance

coverage for all first and second lien conventional mortgage loans when the property is acquired.

✓	**Within 14 days after the foreclosure sale or acceptance of an executed Mortgage Release, the servicer must...**
	Ask the property insurance carrier to cancel the policy and, unless prohibited by the policy or applicable law, send it any unearned premium refund.
	Request cancellation of Fannie Mae's mortgagee interest in the policy and removal of its name from the policy if the insurance carrier is not willing to cancel the policy because Fannie Mae is not the named insured.

For information regarding the servicer's responsibilities prior to liquidation for maintaining a required property insurance coverage and addressing insurable damage or potential damage due to a disaster event, see B-2, Property Insurance Requirements, B-5-01, Insured Loss Events, and D1-3-01, Evaluating the Impact of a Disaster Event and Assisting a Borrower.

For FHA Mortgage Loans

The following table describes servicer requirements for FHA mortgage loans that will be conveyed to HUD.

✓	**The servicer must...**
	Obtain an endorsement to the property insurance policy to reflect Fannie Mae's interests immediately following the foreclosure sale.
	Cancel the insurance coverage on the date the deed to HUD is filed for record and include the amount of the refund, or an estimated refund amount if the refund has not been received, as a deduction on the FHA MI claim.

If the property cannot be conveyed to HUD, the servicer must instead adhere to the policy described for conventional mortgage loans in *For Conventional Mortgage Loans* earlier in this topic.

When the servicer receives the refund of the unearned property insurance premium from the insurer, it must immediately remit the funds to Fannie Mae as a "special remittance." However, if Fannie Mae has not reimbursed the servicer for all of its outstanding foreclosure expenses, the servicer may keep the property insurance premium refund and show it as a credit on the *request for expense reimbursement* that it submits to request reimbursement of its outstanding expenses for the mortgage loan.

> **Note:** This does not pertain to property insurance proceeds, but only premium refunds.

For VA Mortgage Loans

For VA mortgage loans that will be conveyed to VA, the servicer must endorse the applicable property insurance policy over to VA immediately following the foreclosure sale. If the property cannot be conveyed to VA, the servicer must adhere to the policy for conventional mortgage loans in *For Conventional Mortgage Loans* earlier in this topic.

For RD Mortgage Loans

For modified special servicing option or regular servicing option RD mortgage loans, the servicer's decision about canceling the property insurance policy or Fannie Mae's mortgagee interest in it must be made in accordance with RD requirements.

For special servicing option RD mortgage loans, the servicer must adhere to the policy for conventional mortgage loans in *For Conventional Mortgage Loans* earlier in this topic.

Recent Related Announcements

The table below provides references to recently issued Announcements that are related to this topic.

Announcements	Issue Date
Announcement SVC-2019-07	November 13, 2019
Announcement SVC-2019-02	April 10, 2019

E-4.4-02, Remitting Property Insurance Settlement Proceeds or Unearned Premium Refunds (04/10/2019)

After the foreclosure sale, or in applicable foreclosure actions where there is no foreclosure sale, after title is transferred by court order, the servicer must remit the insurance loss proceeds through the CRS. A list of special remittance codes and their uses can be found in Fannie Mae's *CRS User Guide*. When the servicer receives an unearned premium refund, it may either remit the refund to Fannie Mae as a special remittance or, if the servicer has outstanding foreclosure expenses that Fannie Mae has not reimbursed, the servicer may “net” the unearned premium refund out of the next *request for expense reimbursement* it submits for that mortgage loan.

If, for any reason, a property insurance carrier refuses to return the unearned premium refund to the servicer, the servicer must include a comment to that when it submits its final *request for expense reimbursement*.

When the servicer requests reimbursement for a property insurance premium that it has advanced for an acquired property, Fannie Mae will calculate the amount of unearned premium refund that should be due.

Fannie Mae will consider its calculated unearned premium refund amount as an unremitted refund that is still due if

- the servicer's final *request for expense reimbursement* does not reflect the unearned premium refund as a credit, or
- the servicer does not explain why the insurance carrier has not sent the servicer the unearned premium refund.

Recent Related Announcements

The table below provides references to recently issued Announcements that are related to this topic.

Announcements	Issue Date
Announcement SVC-2019-02	April 10, 2019

E-4.4-03, Canceling Flood Insurance Coverage for Acquired Properties (11/13/2019)

When the property is acquired by Fannie Mae, the servicer must notify the flood insurance carrier to cancel flood insurance coverage and send it any unearned premium refund, unless prohibited by the policy or applicable law, within 14 days after the foreclosure sale or acceptance of an executed Mortgage Release.

Any inquiries regarding the cancellation of flood insurance should be addressed to Fannie Mae's CPM division (see F-4-02, List of Contacts).

For information regarding the servicer's responsibilities prior to liquidation for maintaining required flood insurance coverage and addressing insurable damage or potential damage due to a disaster event, see B-3-01, Flood Insurance Requirements Applicable to All Property Types, B-5-01, Insured Loss Events, and D1-3-01, Evaluating the Impact of a Disaster Event and Assisting a Borrower.

Recent Related Announcements

The table below provides references to recently issued Announcements that are related to this topic.

Announcements	Issue Date
Announcement SVC-2019-07	November 13, 2019

Announcements	Issue Date
Announcement SVC-2019-02	April 10, 2019

E-4.4-04, Remitting Flood Insurance Settlement Proceeds or Unearned Premium Refunds (06/13/2018)

When the servicer receives flood insurance settlement proceeds, it must remit them to Fannie Mae as a "special remittance." A list of special remittance codes and their uses can be found in Fannie Mae's *CRS User Guide*. When the servicer receives an unearned premium refund, it may either remit the refund to Fannie Mae as a special remittance or, if the servicer has outstanding foreclosure expenses that Fannie Mae has not reimbursed, the servicer may "net" it out of the next request for expense reimbursement submitted for the mortgage loan.

If, for any reason, the flood insurance carrier refuses to refund the unearned premium to the servicer, the servicer must include a comment to that effect when it submits its final *request for expense reimbursement*.

When the servicer requests reimbursement of a flood insurance premium it has advanced for an acquired property, Fannie Mae will calculate the amount of unearned premium refund that should be due. Fannie Mae will consider its calculated unearned premium refund amount as an unremitted refund that is still due if

- the servicer's final *request for expense reimbursement* does not reflect the unearned premium refund as a credit, or
- the servicer does not explain why the insurance carrier has not sent the servicer the unearned premium refund.

Recent Related Announcements

There are no recently issued Announcements related to this topic.

Section E-4.5, Filing MI Claims for Liquidated Properties

E-4.5-01, Filing MI Claims for Conventional Mortgage Loans or for Other Mortgage Loans for which Fannie Mae Bears the Risk of Loss (07/14/2021)

Introduction
This topic contains the following:

- Overview
- MI Claims Filed by Fannie Mae
- MI Claims Filed by the Servicer

Overview

This topic describes the process for filing MI claims for the following mortgage loans:

- conventional first lien mortgage loans insured by mortgage insurers not participating in the MI Direct® MI claims process, and
- mortgage loans that are not conventional first lien mortgage loans for which Fannie Mae bears the risk of loss.

Prior to filing an MI claim for such mortgage loans, the servicer must review the MI Claims Portal Participants Exhibit to

- determine if the mortgage insurer is participating in the MICP; and
- if so, identify the date on which the mortgage insurer's MICP participation is effective (based on the liquidation date of the mortgage loan).

If...	Then the servicer must...
the mortgage loan is insured by a mortgage insurer participating in MICP and its liquidation date is on or after the mortgage insurer's applicable MICP participation effective date	follow the requirements in MI Claims Filed by Fannie Mae.
the mortgage insurer is not an MICP participant, or if the mortgage insurer is an MICP participant but the liquidation date of the mortgage loan is before the mortgage insurer's applicable MICP participation effective date	follow the requirements in MI Claims Filed by Servicers.

The servicer must provide to Fannie Mae or the mortgage insurer, as applicable, all information and data necessary to timely and accurately file the MI claim, including loan liquidation and MI coverage information as required in C-4.3-01, Servicer Responsibilities Related to Investor Reporting and E-4.1-01, Notifying Fannie Mae of an Acquired Property. Once the MI claim is filed, whether by the servicer or Fannie Mae, the servicer has different responsibilities depending on how the property was liquidated. The servicer must follow the procedures in F-1-06, Filing an MI Claim for a Liquidated Mortgage Loan or Acquired Property.

MI Claims Filed by Fannie Mae

Fannie Mae will file all related primary MI claims for applicable liquidated mortgage loans when the mortgage loan is

- insured by an MICP participant, and
- has a liquidation date on or after the mortgage insurer's applicable MICP participation effective date.

The following table describes the servicer's responsibilities related to MI claims for these mortgage loans.

✓	**The servicer must……**
	Monitor Fannie Mae systems, including MICP, to ensure such systems accurately reflect the identity of the mortgage insurer, the required claim filing deadline, and other information necessary to allow Fannie Mae to file a timely MI claim.
	Inform Fannie Mae if MICP does not contain accurate information.
	Upload to MICP all claim documents required by the MI master policy, and any subsequent or supplemental documents requested by the mortgage insurer or Fannie Mae, within the timeframes required by the MI master policy, the mortgage insurer, or Fannie Mae. See F-1-06, Filing an MI Claim for a Liquidated Mortgage Loan or Acquired Property for additional requirements.

Generally, after completing its reporting responsibilities and all other responsibilities described herein, the servicer is not required to take further action unless it is contacted by Fannie Mae, Fannie Mae's eviction attorney, or the mortgage insurer to provide additional information or documentation. If the servicer fails to provide requested information or documentation, it must indemnify and hold Fannie Mae harmless against all Fannie Mae losses caused by its inaction, in accordance with A1-3-02, Fannie Mae-Initiated Repurchases, Indemnifications, Make Whole Payment Requests and Deferred Payment Obligations and *Selling Guide*, A2-1-03, Indemnifications for Losses.

The servicer must reimburse Fannie Mae if:

- Fannie Mae suffers any losses due to the servicer's failure to supply a mortgage insurer or Fannie Mae with timely and accurate documents or information, as required or requested by the mortgage insurer or Fannie Mae;
- Fannie Mae's claim is denied, delayed, or curtailed due to servicer failure to timely and accurately report any of the information required in C-4.3-01, Servicer Responsibilities Related to Investor Reporting and E-4.1-01, Notifying Fannie Mae of an Acquired Property;
- Fannie Mae suffers any loss due to the servicer's failure to timely and accurately submit a *request for expense reimbursement* as required in E-5-01, Requesting Reimbursement for Expenses;
- expenses in the claim are disallowed, curtailed, or delayed under the MI master policy;
- the amount of interest payable is cut off solely because the servicer did not follow Fannie Mae or the mortgage insurer's required procedures for conveyance; or
- any payments the servicers owes the mortgage insurer or guarantor (for premiums, surcharges, etc.) are netted against the benefits paid to Fannie Mae.

MI Claims Filed by the Servicer

With the exception of mortgage loans insured by RMIC, the servicer must file all primary MI claims for applicable liquidated mortgage loans if

- the mortgage insurer is not participating in the MICP; or
- the mortgage insurer is an MICP Participant, but the mortgage loan liquidation date is before the mortgage insurer's applicable MICP participation effective date.

The MI claim must be filed so that the claims proceeds are sent directly to Fannie Mae.

The servicer must reimburse Fannie Mae if:

- Fannie Mae suffers any losses in connection with any defect in the claim filing process, including but not limited to the failure to provide required or requested information or the failure to file a claim in a timely manner;
- expenses in the claim are disallowed, curtailed, or delayed under the MI master policy;
- the amount of interest payable is cut off solely because the servicer did not follow the Fannie Mae or the mortgage insurer's required procedures for conveyance or claim filing; or
- any payments the servicer owes the mortgage insurer or guarantor (for premiums, surcharges, etc.) are netted against the benefits paid to Fannie Mae.

Generally, after completing its responsibilities, the servicer is not required to take any further action unless it is contacted by Fannie Mae's eviction attorney, or the mortgage insurer, and asked to provide certain information or documentation. If the servicer fails to provide any requested information or documentation in a timely manner, it must indemnify and hold Fannie Mae harmless against all Fannie Mae losses caused by its inaction. The servicer must follow the procedures in *Ensuring Timely Settlement of the MI Claim for a Conventional Mortgage Loan* in F-1-06, Filing an MI Claim for a Liquidated Mortgage Loan or Acquired Property.

Recent Related Announcements

The table below provides references to recently issued Announcements that are related to this topic.

Announcements	Issue Date
Announcement SVC-2021-04	July 14, 2021

E-4.5-02, Filing MI Claims for FHA Mortgage Loans (11/12/2014)

Under FHA regulations, a mortgagee may submit a claim for FHA insurance benefits for a foreclosed single-

family mortgage loan on the date that the deed to HUD is filed for record. The servicer must follow the procedures in *Filing an MI Claim with FHA* in F-1-06, Filing an MI Claim for a Liquidated Mortgage Loan or Acquired Property.

If specifically directed by FHA, the servicer may submit a claim without conveying title to the property to HUD. If this is the case, the servicer must follow the procedures in *Filing an MI Claim for an FHA Mortgage Loan without Conveying Title to HUD* in F-1-06, Filing an MI Claim for a Liquidated Mortgage Loan or Acquired Property.

If the servicer erroneously indicates its name on a claim form for the mortgage loan, FHA will transfer the funds directly to the servicer, rather than to Fannie Mae. When this occurs, the servicer must remit the funds to Fannie Mae immediately. Fannie Mae may impose a daily compensatory fee for delayed remittances of FHA claim settlements that are the result of the servicer's erroneous preparation of the claim form. For additional information see A1-4.2-02, Compensatory Fees for Delays in the Liquidation Process.

If a servicer cannot convey title to HUD, submit the required title evidence or fiscal data, or file a supplemental claim within the time frames that FHA allows, it must follow the procedures in *Requesting an Extension from FHA for Filing an MI Claim* in F-1-06, Filing an MI Claim for a Liquidated Mortgage Loan or Acquired Property.

When Fannie Mae completes its final claim analysis for an FHA mortgage loan, it will notify the servicer if one of the following applies:

- the servicer owes Fannie Mae any money, or
- the servicer must purchase the property from Fannie Mae as the result of HUD’s refusal to accept conveyance of the property or outright denial of the claim.

Within 30 days after the date of Fannie Mae's notification, the servicer must resolve the issue or send Fannie Mae any money it owes.

Recent Related Announcements

There are no recently issued Announcements related to this topic.

E-4.5-03, Filing MI Claims for FHA Coinsured Mortgage Loans (11/12/2014)

After the foreclosure sale of an FHA coinsured mortgage loan, FHA expects the servicer to try to sell the property. However, Fannie Mae will assume the responsibility for marketing the property. If the property is not sold within six months after the foreclosure sale, the servicer must notify FHA. Procedures for filing MI claims will vary based on whether Fannie Mae is able to sell the property within the six month time frame allotted by FHA. The servicer must follow the applicable procedure in either Filing a Claim for an Unsold FHA Coinsured Property or *Filing a Claim for an FHA Coinsured Property that Fannie Mae Sold*, in F-1-06, Filing an MI Claim for a Liquidated Mortgage Loan or Acquired Property.

As soon as the servicer receives the FHA claim settlement, it must remit the full amount it owes Fannie Mae. If the payment is not sent to Fannie Mae within 15 days after it is received, Fannie Mae may impose a daily interest charge until it receives it.

The interest charge will be calculated at the prime rate (as published in *The Wall Street Journal's prime rate index) that was in effect on the first business day of the month in which FHA transferred the funds to the servicer, plus 3%.*

The servicer must reimburse Fannie Mae for any amount that FHA disallows from the claim because of the servicer's failure to comply with FHA's requirements.

The following table indicates the breakdown of the amount due to Fannie Mae depending on whether or not the property was sold.

If the property...	The servicer's payment to Fannie Mae will represent...
was sold and Fannie Mae has the sales proceeds in its possession	• the remaining UPB, • debenture and mortgage loan interest included in FHA's settlement, and • two-thirds of the foreclosure costs.
was not sold within the allowable six months resulting in a claim settlement based on the appraised value of the property	• the entire amount of the outstanding principal balance, • debenture and mortgage loan interest included in FHA's settlement, and • two-thirds of the foreclosure costs.

Recent Related Announcements

There are no recently issued Announcements related to this topic.

E-4.5-04, Filing MI Claims for FHA Title I Loans (11/12/2014)

The servicer must file a claim under the insurance contract for an FHA Title I mortgage loan within nine months of the date of the borrower's default. The servicer must file the claim in accordance with the information shown in the following table.

If the Title I mortgage loan...	Then the claim...
was sold to Fannie Mae without recourse	must be filed in Fannie Mae's name so Fannie Mae's claim reserve account is appropriately adjusted.
was sold to Fannie Mae with recourse	must be filed in the servicer's name so the servicer's claim reserve account is adjusted and the claim proceeds are sent to it.

Recent Related Announcements

There are no recently issued Announcements related to this topic.

E-4.5-05, Filing MI Claims for HUD Section 184 Mortgage Loans (11/12/2014)

The servicer of HUD Section 184 mortgage loan that Fannie Mae held in its portfolio or that was in a special servicing option pool must file the application for mortgage loan guarantee benefits on Fannie Mae’s behalf to ensure the claim settlement check is sent directly to Fannie Mae. The servicer must follow the procedures in *Filing an MI Claim for a Section 184 Mortgage Loan* in F-1-06, Filing an MI Claim for a Liquidated Mortgage Loan or Acquired Property, when the claim must be filed on behalf of Fannie Mae.

The servicer of a HUD Section 184 mortgage loan that is in a regular servicing option MBS pool must make Fannie Mae whole when it assigns the mortgage to HUD. Therefore, it must file the application for loan guarantee benefits in its own name.

Recent Related Announcements

There are no recently issued Announcements related to this topic.

E-4.5-06, Filing MI Claims for VA Mortgage Loans (12/16/2015)

The servicer must file the claim with VA within 15 days after the foreclosure sale in accordance with the

procedures in *Filing a Guaranty Claim with VA* in F-1-06, Filing an MI Claim for a Liquidated Mortgage Loan or Acquired Property.

When Fannie Mae completes its final claim analysis for a VA mortgage loan, Fannie Mae will notify the servicer if one of the following applies:

- the servicer owes Fannie Mae any money, or
- the servicer must purchase the property from Fannie Mae as a result of VA's refusal to accept conveyance of the property or outright denial of the claim.

Within 30 days after the date of Fannie Mae's notification, the servicer must resolve the issue or send Fannie Mae any money it owes.

Recent Related Announcements

There are no recently issued Announcements related to this topic.

E-4.5-07, Filing MI Claims for RD Mortgage Loans (11/12/2014)

Claim filing procedures for RD mortgage loans are similar for all three servicing options, except that the claim is filed for the benefit of the servicer in some cases and on Fannie Mae's behalf in other cases. The following table provides additional details for each of the servicing options.

If the mortgage loan is serviced under...	Then the servicer...
the regular servicing option or the modified special servicing option	must purchase the mortgage loan from Fannie Mae immediately following the foreclosure sale and file the claim on its own behalf since it will be responsible for disposing of the acquired property. **Note:** This is also true for any RD mortgage loan originated under the RD Native American Pilot program.
the special servicing option	is not required to purchase the mortgage loan or to dispose of the acquired property, but must file the claim on Fannie Mae's behalf.

The servicer must follow the procedures in *Filing an RD Guarantee Claim on Fannie Mae's Behalf* in F-1-06, Filing an MI Claim for a Liquidated Mortgage Loan or Acquired Property, when the claim must be filed on behalf of

Fannie Mae.

The responsibility for any loss not recovered from RD varies depending on the servicing option and is described in the following table.

If the mortgage loan is serviced under...	Then...
the regular servicing option, or was originated under the RD Native American Pilot program	the servicer is fully responsible for any losses not recovered from RD.
the special servicing option	Fannie Mae will bear all losses not recovered from RD.
the modified special servicing option	Fannie Mae will reimburse the servicer for the portion of the allowable loss that RD does not pay.

To obtain reimbursement for the difference between the calculated loss and RD's actual claim payment for a modified special servicing option mortgage loan, the servicer must submit a *request for expense reimbursement* to Fannie Mae along with a copy of the RD claim form and notice of RD' acceptance or mortgage loan modification of the claim to Fannie Mae's SF CPM division (see F-4-02, List of Contacts). Fannie Mae will not reimburse the servicer of a modified special servicing option RD mortgage loan for any additional loss it incurs because it sells the property for a net sales price that is less than the appraised value of the property (less RD's allowance for the costs of disposing of the property). However, if the servicer's net sales price is more than the property's appraised value (less RD's allowance for the costs of disposing of the property), Fannie Mae does not require the servicer to return the funds Fannie Mae reimbursed.

Recent Related Announcements

There are no recently issued Announcements related to this topic.

Chapter E-5, Requesting Reimbursement for Expenses Associated with Default-Related Legal Matters

Introduction

This chapter describes requesting reimbursement for default-related expenses.

E-5-01, Requesting Reimbursement for Expenses (11/09/2016)

The servicer must request reimbursement for advances it has made for property taxes, insurance premiums, applicable HOA dues, and other out of pocket expenses by submitting a request for expense reimbursement.

Fannie Mae will allow the servicer to submit requests for reimbursement as soon as possible after incurring an expense. When multiple requests for reimbursement are submitted in connection with the same mortgage loan, the servicer must submit its final *request for expense reimbursement for expenses* incurred during the disposition process within 60 days of the applicable milestone.

For conventional mortgage loans, the applicable milestone is 60 days after

- the completion of a workout option (including a mortgage loan modification or short sale);
- a third-party sale is completed in accordance with E-3.5-02, Handling Third-Party Sales;
- the date the mortgage loan is reinstated or paid off (see E-5-05, Reimbursing Law Firms/Reimbursement of Uncollected Fees, Costs or Advances); or
- Fannie Mae disposes of a property acquired through foreclosure sale or a Fannie Mae Mortgage Release (deed-in-lieu of foreclosure).

For government mortgage loans, the applicable milestone is 60 days after the date the final FHA, VA, or RD claim proceeds are submitted to Fannie Mae.

> **Note:** If the servicer submits a request for reimbursement of advances after the date Fannie Mae specifies for the submission of the final *request for expense reimbursement*, Fannie Mae will deny the request.

The servicer must follow the procedures in F-1-05, Expense Reimbursement, for all reimbursement requests.

Recent Related Announcements

There are no recently issued Announcements related to this topic.

E-5-02, Servicer Responsibilities Prior to Requesting Reimbursement of Attorney Fees and Costs (02/12/2020)

The servicer must instruct the law firm to submit all statements for fees and expenses for default-related legal services directly to the servicer. The following table outlines the responsibilities of the servicer prior to requesting reimbursement from Fannie Mae.

✓	**The servicer must...**
	Review and approve the attorney fees and costs to ensure they comply with Fannie Mae guidelines, including the requirement that all costs be actual, reasonable, and necessary.
	Ensure the legal services were performed in accordance with applicable law and professional standards of conduct.
	Ensure fees and costs charged to borrowers are permitted under the terms of the note, security instrument, and applicable laws.
	Ensure invoices submitted by the law firm describe each expense item in sufficient detail to clearly identify it as being an allowable fee or cost. Examples of sufficient supporting details include: • a servicer's explanation on a Florida mortgage loan that judgment for foreclosure was obtained as a result of an uncontested trial, or • an attorney invoice describing an expense as an attorney fee for a Chapter 13 bankruptcy court notification of default and stay termination.
	Ensure allowable foreclosure attorney fees are invoiced according to the last milestone completed (see *Foreclosure Milestone Invoicing Schedules* in E-5-05, Reimbursing Law Firms/Reimbursement of Uncollected Fees, Costs or Advances).
	Pay the fees and costs and retain paid invoices to substantiate all reimbursement requests.
	Have appropriate policies, procedures, and controls to ensure compliance with Fannie Mae's requirements.

The servicer must ensure the law firm can comply with Fannie Mae's excess fee process. If necessary, law firms can request excess fee training by contacting Fannie Mae's SF CPM division (see F-4-02, List of Contacts).

In accordance with the provisions of this chapter and the procedures in F-1-05, Expense Reimbursement, Fannie Mae will reimburse the servicer for Fannie Mae's share of any attorney fees and actual, reasonable, and necessary out-of-pocket expenses it incurs for foreclosure or bankruptcy proceedings (including the cost of any required appraisal and any advances it has to make to cover escrow deficits) for a whole mortgage loan or a participation pool mortgage loan held in Fannie Mae's portfolio, or for a special servicing option MBS mortgage loan. The servicer must not deduct its expenses from any payments received from the bankruptcy trustee.

Recent Related Announcements

The table below provides references to recently issued Announcements that are related to this topic.

Announcements	Issue Date
Announcement SVC-2020-01	February 12, 2020

E-5-03, Allowable Bankruptcy Fees (12/18/2024)

Fannie Mae's schedule of maximum allowable attorney fees for services rendered in connection with bankruptcy actions is included in the *Allowable Bankruptcy Attorney Fees Exhibit*.

Generally, Fannie Mae will not reimburse the servicer for any attorney fees that exceed or are not included within Fannie Mae's maximum allowable bankruptcy fee schedule—unless the law firm obtains the appropriate excess fee approval from Fannie Mae's SF CPM division (see F-4-02, List of Contacts). The servicer should charge the borrower only those bankruptcy fees and costs that are permitted under the terms of the note, security instrument, and applicable law and that are prorated to reasonably relate to the amount of work actually performed. The servicer must also comply with the additional requirements set forth in E-5-05, Reimbursing Law Firms/Reimbursement of Uncollected Fees, Costs or Advances.

When legally permissible, the servicer must preserve the borrower's obligation to reimburse it for attorney fees and costs paid for bankruptcy actions in accordance with local bankruptcy rules and all applicable law. The servicer is obligated to compensate the law firm for the work performed, but is not completed, on a prorated basis to reasonably relate to the amount of legal work performed and the actual, reasonable, and necessary costs incurred by the law firm.

The servicer may request reimbursement by submitting a *Request for Expense Reimbursement* to Fannie Mae.

Recent Related Announcements

The table below provides references to recently issued Announcements that are related to this topic.

Announcements	Issue Date
Announcement SVC-2024-07	December 18, 2024
Announcement SVC-2020-01	February 12, 2020

E-5-04, Allowable Foreclosure Fees (02/12/2020)

The maximum attorney fees that Fannie Mae allows for legal proceedings related to foreclosures appear in the Allowable Foreclosure Attorney Fees Exhibit. Generally, Fannie Mae will not reimburse the servicer for any attorney fees that exceed or are not included within Fannie Mae's maximum allowable foreclosure fee schedule—unless the law firm obtains the appropriate excess fee approval from Fannie Mae's SF CPM division (see F-4-02, List of Contacts). The servicer must also ensure allowable foreclosure fees comply with the milestone invoicing requirements set forth in E-5-05, Reimbursing Law Firms/Reimbursement of Uncollected Fees, Costs or Advances. The servicer may access additional resources on managing default-related legal services, including the process for the law firm to request Fannie Mae approval for certain excess legal expenses, on Fannie Mae's website.

The allowable fee applies for the life of the default and covers services necessary to complete a routine foreclosure action in the jurisdiction. In the event that a default is cured, such as by a completed loan modification or reinstatement, and the loan subsequently becomes delinquent again, a new allowable foreclosure fee applies without the need for excess fee approval when the servicer must initiate new foreclosure proceedings.

In general, the maximum allowable foreclosure fee for a judicial foreclosure is intended to cover all services that are typically required to be performed by foreclosure counsel in the prosecution of a judicial foreclosure in accordance with local law. The following table lists the services included in the allowable judicial foreclosure fee.

Judicial Foreclosure Services	
A	Ordering title.
B	Reviewing title reports and exceptions.
C	Drafting Complaint, Summons, Lis Pendens, and other papers necessary to initiate the foreclosure action.
D	Filing the foreclosure Complaint and Lis Pendens.
E	Executing all steps necessary to obtain service of process on all defendants, including review of process server affidavits, obtaining court permission to serve by publication, and referral and tracking of published notices.

Judicial Foreclosure Services	
F	Preparing legal papers for entry of foreclosure judgment, whether by default or through summary judgment process.
G	Obtaining judgment of foreclosure, including one court appearance.
H	Preparing all legal papers to conduct the foreclosure sale.
I	Conducting, or arranging for the sheriff or other third party to conduct, the foreclosure sale.
J	Attending the foreclosure sale, when required.
K	Obtaining judicial confirmation of foreclosure sale, where required by local law.
L	Preparing all legal papers necessary to convey title to Fannie Mae or a successful third-party bidder.

In general, the maximum allowable foreclosure fee for non-judicial foreclosures is intended to cover all services that are typically required to be performed by counsel in the completion of a non-judicial foreclosure resulting in title transferring from the borrower to the highest bidder at the foreclosure sale, in accordance with local laws. The following table lists the services included in the allowable non-judicial foreclosure fee.

Non-Judicial Foreclosure Services	
A	Ordering title.
B	Reviewing title reports and exceptions.
C	Preparing all necessary legal papers to initiate the non-judicial foreclosure process, including Substitution of Trustee, Notice of Default, and Notice of Sale.
D	Recording the necessary documents in the appropriate county recorder's office.
E	Executing all steps necessary to obtain service of process on all persons entitled to notice, including review of process server affidavits and referral and tracking of published notices.
F	Publishing and posting the requisite notices as required by local foreclosure law.

Non-Judicial Foreclosure Services	
G	Preparing all legal papers to conduct the foreclosure sale.
H	Conducting, or arranging for sheriff or other third party to conduct, the foreclosure sale.
I	Attending the foreclosure sale, when required.
J	Preparing and filing a report of sale with the local court or recorder's office, where required by local law.
K	Preparing all legal papers necessary to convey title to Fannie Mae or a successful third-party bidder.

For both judicial and non-judicial foreclosure actions, the full attorney fees cannot be considered to be earned until all of the steps necessary to complete the foreclosure and vest title in Fannie Mae, including any post-sale confirmation or ratification proceedings, have been completed.

For both judicial and non-judicial foreclosure actions, the maximum allowable attorney fee does not include the costs involved in such a proceeding, such as title charges, filing costs, recordation costs, process server expenses, and publication costs, as applicable.

Fannie Mae will reimburse the servicer for reasonable attorney fees necessary to resolve issues caused by unexpected events, unless they are due to

- a breach or alleged breach of selling warranties or representations or origination or selling activities,
- the servicer's failure or alleged failure to satisfy its servicing duties and responsibilities, or
- actual or alleged error or lack of diligence on the part of the servicer as it relates to law firm performance management and compliance oversight.

Events that may require additional legal services include, but are not limited to, the following:

- additional court appearances due to borrower delay or court-initiated continuances;
- motions to shorten redemption periods (for instance, when a property has been abandoned);
- litigation activities, including discovery practice, motions, trial, and appeal, engendered by borrower defenses not related to origination or servicing of the mortgage loan or the acts or omissions of a law firm selected and retained by the servicer;
- probate court practice required due to the death of the borrower or co-borrower; or
- intervention by other claimants, including taxing authorities or HOA or condo associations.

The servicer must pay counsel a reasonable fee for services rendered if additional legal services are required to protect Fannie Mae's interest and the legal services

- are not within the scope of services contemplated by the maximum allowable foreclosure fee; and
- are required due to a breach or alleged breach of selling warranties or representations or origination or selling activities or to the lender's failure or alleged failure to satisfy its duties and responsibilities as a servicer. In these circumstances, Fannie Mae will not reimburse the servicer for the fees.

The servicer must not require (and must not permit their affiliates or any outsourcing companies or other third-party vendors utilized by the servicer to assist in servicing defaulted mortgage loan to require) law firms to perform additional services for no compensation.

Some of the services for which the servicer is obligated to pay counsel without reimbursement from Fannie Mae may include, but are not limited to, the following:

- Title curative work, including judicial proceedings to eliminate recorded liens that are prior in time; judicial proceedings to account for missing intervening assignments; and legal analysis and communications with prior lienholders and title companies.
- Litigation activities, including discovery practice, motions, trial, and appeal, caused by borrower defenses related to origination or servicing of the mortgage loan, including payment dispute allegations.

Fannie Mae will not reimburse the servicer for legal fees and expenses related to actions that are essentially servicing functions or for expenses that are properly allocated to the law firm's overhead expenses, since such expenses are taken into consideration when Fannie Mae establishes its fee schedule.

Expenses that are generally considered to be overhead costs include:

- travel time and expenses,
- document preparation charges,
- secretarial and word processing "time" charges,
- fees for notary services,
- photocopy charges,
- charges for certified copies of documents,
- charges for legal services to the trustee,
- telephone charges, and
- any charges for calls or correspondence to the servicer or Fannie Mae.

Recent Related Announcements

The table below provides references to recently issued Announcements that are related to this topic.

Announcements	Issue Date
Announcement SVC-2020-01	February 12, 2020

E-5-05, Reimbursing Law Firms/Reimbursement of Uncollected Fees, Costs or Advances (02/12/2020)

Introduction
This topic contains the following:

- Foreclosure Milestone Invoicing Schedules
- Reimbursing the Law Firm When Foreclosure Proceedings are Stopped
- Reimbursing the Law Firm When a Bankruptcy Referral is Closed Prior to Completion
- Collecting Legal Fees, Costs and Escrow or Corporate Advances from the Borrower
- Reimbursement of Uncollected Fees, Costs and Advances

Foreclosure Milestone Invoicing Schedules

Fannie Mae has established attorney fee milestone invoicing schedules for judicial and non-judicial foreclosures.The following table outlines the requirements for handling invoices the law firms submits to the servicer.

✓	**The servicer must...**
	Review the invoice and ensure the law firm has complied with the milestone invoicing schedule for the applicable jurisdiction.
	Compensate the law firm for the applicable percentage of the allowable foreclosure attorney fee based on the last milestone completed. **Note:** The servicer must not prorate foreclosure attorney fees between milestones.
	Work with the law firm as needed in the applicable jurisdiction to develop invoicing standards that are in accordance with Fannie Mae's milestone invoicing schedule requirements.

The following table sets forth the milestone invoicing schedule for a judicial foreclosure action.

Judicial Foreclosure Milestone	Percentage of Allowable Foreclosure Fee
Title requested	30%
Title reviewed	40%

Judicial Foreclosure Milestone	Percentage of Allowable Foreclosure Fee
Complaint filed	50%
Service started	60%
Service complete	70%
Affidavit/judgment prepared	80%
Judgment to court	90%
Bid reviewed/Confirmed	95%
Foreclosure sale held/Documents recorded	100%

The following table sets forth the milestone invoicing schedule for a non-judicial foreclosure action.

Non-Judicial Foreclosure Milestone	Percentage of Allowable Foreclosure Fee
Title requested	30%
Title reviewed	65%
Notices started	75%
First legal	85%
Foreclosure sale package	95%
Foreclosure sale held/Documents recorded	100%

Reimbursing the Law Firm When Foreclosure Proceedings are Stopped

If foreclosure proceedings are stopped (e.g., because the borrower files for bankruptcy, the mortgage loan is reinstated, or a workout agreement is executed) and foreclosure proceedings are subsequently recommenced, the fee paid to the law firm for the subsequent foreclosure proceedings will vary depending on whether the earlier proceedings can be resumed or must be started over. The following table outlines the servicer's

responsibilities for compensating the law firm for foreclosure attorney fees when a foreclosure is stopped.

If the foreclosure proceedings are stopped and...	Then the servicer must compensate the law firm for...
later resumed	fees for completion of the foreclosure in accordance with the established maximum allowable foreclosure fees (see Allowable Foreclosure Attorney Fees Exhibit), and any fees for which the law firm obtains the appropriate excess fee approval (see F-4-02, List of Contacts).
later started over (or a new foreclosure action is commenced)	• all fees incurred for the actual services rendered prior to the initial action being stopped, based on the last foreclosure milestone completed (see *Foreclosure Milestone Invoicing Schedules* earlier in this topic); and • fees in accordance with the established maximum allowable foreclosure fee for completion of the subsequent foreclosure proceeding.
never resumed	all fees incurred for the actual services rendered prior to the action being stopped, based on the last foreclosure milestone completed (see *Foreclosure Milestone Invoicing Schedules* earlier in this topic).

Reimbursing the Law Firm When a Bankruptcy Referral is Closed Prior to Completion

If a bankruptcy referral is closed (e.g., bankruptcy case is closed or dismissed) prior to the law firm completing all the services covered by the bankruptcy legal service referral, the servicer must reimburse the law firm for attorney fees that have been prorated to reasonably relate to the amount of legal work actually performed by the law firm and actual, reasonable, and necessary costs incurred by the law firm.

Collecting Legal Fees, Costs and Escrow or Corporate Advances from the Borrower

The servicer and the law firm may charge the borrower only those default-related legal expenses, including foreclosure and bankruptcy-related fees and costs, that are permitted under the terms of the note, security instrument, and applicable laws.

The following table outlines additional servicer responsibilities for collecting legal fees, costs, and escrow or corporate advances from the borrower, where legally permissible, and paying the law firm for legal fees and costs.

✓	The servicer must...
	Include as part of the amount required to reinstate or pay off the mortgage loan • all legal fees and costs that were incurred in connection with the foreclosure, bankruptcy or related proceedings, and • all escrow or corporate advances required to protect Fannie Mae's lien and the property securing the mortgage loan, to the extent permitted by the terms of the note, security instrument, and applicable laws.
	Take all legally permissible steps to minimize the amount of uncollected fees, costs, and escrow or corporate advances, such as shortening the time period for which a reinstatement or payoff quote is valid or instructing the borrower to contact the servicer for updated figures.
	Retain all records justifying its determination that any legal fees or costs, or escrow or corporate advances were not legally permissible to collect from the borrower, including the date the payoff or reinstatement quote was issued, the "good through" date for the payoff or reinstatement quote, and the date the fee, cost, or advance was actually incurred.
	Ensure that all applicable and permissible legal fees and costs and escrow or corporate advances are collected from the borrower as a condition of the reinstatement, workout agreement, or payoff.
	Pay the law firm for the fees and costs incurred by the law firm even if sufficient funds were not collected from the borrower.

Reimbursement of Uncollected Fees, Costs and Advances

The servicer cannot request that Fannie Mae reimburse it for any legal fees, costs, or escrow or corporate advances that it failed to include as part of the amount required to reinstate or pay off the loan, unless it was not legally permissible to collect the fees, costs, or escrow or corporate advances from the borrower. If it was not legally permissible to collect fees, costs, or escrow or corporate advances from the borrower, Fannie Mae will reimburse the servicer for such items to the extent that

- services were performed to protect Fannie Mae's interests;
- services were actually rendered; and
- the fees, costs, or escrow or corporate advances were actual, reasonable, and necessary and complied with Fannie Mae's guidelines.

The servicer must follow the procedures in F-1-05, Expense Reimbursement, to request reimbursement for attorney fees, and other costs and/or escrow or corporate advances.

Recent Related Announcements

The table below provides references to recently issued Announcements that are related to this topic.

Announcements	Issue Date
Announcement SVC-2020-01	February 12, 2020
Announcement SVC-2019-02	April 10, 2019

E-5-06, Technology Fees and Electronic Invoicing (11/12/2014)

The servicer or any outsourcing companies or third-party vendors utilized by the servicer must not directly or indirectly charge to the attorney handling Fannie Mae mortgage loans technology or electronic invoice submission fees.

These charges include, without limitation, any fees charged

- on a per loan basis,
- on a “click charge” basis,
- for entering data into the servicer's systems or any other systems, and
- for accessing data in the servicer's systems or any other systems.

The servicer must

- directly pay any outsourcing companies or third-party vendors utilized by the servicer for any technology or electronic invoice submission fees, and
- ensure that attorneys are permitted to integrate the systems used by the attorneys with those of the outsourcing company or third-party vendor utilized by the servicer without any cost to the attorney.

Fannie Mae will reimburse the servicer for technology and electronic invoice submission fees paid by the servicer to an outsourcing company or a third-party vendor up to the limitations set forth below. Any fees paid by the servicer that exceed these limitations must be borne by the servicer. In addition, no portion of the fees for technology usage or electronic invoice submission may be charged as a cost to the borrower or be charged to the attorney.

With respect to technology fees, Fannie Mae will reimburse a maximum of $25.00 per loan for the life of a default, including all portions of the foreclosure and bankruptcy process.

With respect to electronic invoice submission fees, Fannie Mae will reimburse a maximum of $10.00 for the life of the loan, regardless of the number of reinstatements, foreclosure referrals, bankruptcy filings, or invoices

submitted.

The maximum reimbursable fee is $5.00 for the submission of electronic invoices relating to a foreclosure, regardless of the number of invoices, and an additional $5.00 for the submission of electronic invoices if a bankruptcy is filed on the same loan, regardless of the number of invoices.

The servicer must follow the procedures in *Defined Expense Reimbursement Limits* in F-1-05, Expense Reimbursement, for allowable technology and electronic invoicing fees.

Recent Related Announcements

There are no recently issued Announcements related to this topic.

E-5-07, Other Reimbursable Default-Related Legal Expenses (03/08/2023)

Introduction
This topic contains the following:

- General Requirements for Default-Related Legal Costs
- Publication Costs
- Publication Placement Costs for Certain States
- Posting Costs for California
- Foreclosure Title Costs

General Requirements for Default-Related Legal Costs

Both the servicer and the law firm must make every effort to reduce default-related legal expenses in a manner consistent with Fannie Mae's guidelines and all applicable law.

The servicer must attempt to minimize the costs incurred from vendors utilized by the law firm—such as auctioneers, process servers, title companies, posting companies, and newspapers or other publications—by ensuring that all costs are actual, reasonable, and necessary. The servicer and law firm must regularly examine the pricing offered by alternative vendors and negotiate for the best value from the vendor and other qualified service providers.

The servicer should file required court documents and record required legal documents with the county recorder or Land records office electronically, when possible. Fannie Mae will reimburse the servicer for the costs assessed by third-party vendors to electronically file or record default-related documents and records, even if a free paper-filing option is available. However, the servicer must not request reimbursement from Fannie Mae for such vendor costs when an option to file or record electronically without vendor charges exists.

Fannie Mae will reimburse the servicer for Fannie Mae's share of any funds it advances for foreclosure expenses related to FHA, VA, and conventional mortgage loans (whether they are whole mortgage loans, participation

pool mortgage loans held in Fannie Mae's portfolio, or special servicing MBS mortgage loans) and those related to special servicing option RD mortgage loans. Specifically, Fannie Mae will reimburse the servicer for the out-of-pocket costs that it pays to third-party vendors or the courts, which are listed in *Defined Expense Reimbursement Limits* in F-1-05, Expense Reimbursement and provided the costs are actual, reasonable, and necessary (and are included in any applicable FHA, VA, RD, or MI claim that is filed).

To request reimbursement for these items, the servicer must follow the procedures in *Reimbursement for Other Reimbursable Expenses* in F-1-05, Expense Reimbursement.

Fannie Mae prior approval is required in order for Fannie Mae to reimburse the servicer for excess foreclosure title update costs and excess foreclosure sale publication costs, as further outlined in Publication Costs and Foreclosure Title Costs below. The law firm retained by the servicer must obtain the appropriate approval from Fannie Mae when required for these excess costs and provide supporting documentation and explanation to warrant the request. Lack of sufficient supporting documentation and explanation could result in an automatic denial.

Unexpected events which may require additional title updates or additional publication costs beyond what is included in a routine foreclosure action include, but are not limited to, the following:

- a scheduled foreclosure sale is continued or rescheduled;
- complete restart of the foreclosure action if the prior foreclosure sale was already scheduled; and
- non-standard reasons, such as probate, non-routine litigation, or other legal actions.

Fannie Mae has a process in place for law firms to request appropriate approval for excess title and publication costs. The servicer must comply with the instructions shown in the following table to obtain reimbursement for these additional costs.

✓	**The servicer must...**
	Require the law firm to have a process in place to request approval for reimbursable excess title and publication costs from Fannie Mae's Single Family Servicing (see F-4-02, List of Contacts).
	Verify the reason for the additional costs are necessary due to an unexpected event.

Fannie Mae will generally reimburse the servicer for excess title and publication costs if they are necessary due to unexpected events, unless they are due to

- a breach or alleged breach of selling warranties or representations or origination or selling activities,
- the lender’s failure or alleged failure to satisfy its duties and responsibilities as a servicer,
- actual or alleged error or lack of diligence on the part of a law firm retained by the servicer, or
- a servicer initiated file transfer to a new law firm.

The servicer must reimburse the law firm in a timely manner for the additional legal costs associated with the services provided in the above instances unless the excess title or publication costs are due to actual or alleged error or lack of diligence from the law firm retained by the servicer.

The servicer may access additional resources on managing default-related legal services, including title and foreclosure publication costs and the process for the law firm to request Fannie Mae approval for certain excess legal expenses, on Fannie Mae's website.

Publication Costs

Publication costs may be reduced through more efficient use of the print media. For example, in publishing a legal advertisement, the law firm must substitute a reference to the mortgage loan for the full legal description of the property — if doing so will not affect the validity of the foreclosure sale. Similarly, in some circumstances, costs may be managed by ensuring that an advertisement is not typeset or spaced in a manner that increases the costs with no apparent additional benefit. Online or alternative publications may be used to reduce the costs of publication, if allowed by applicable state laws.

Fannie Mae will reimburse the servicer, without prior approval, for costs paid to a newspaper to publish all required documents necessary to complete a typical, uninterrupted foreclosure action. In the event a foreclosure sale is rescheduled or the foreclosure is restarted and there is a subsequent sale date scheduled during the life of the default, Fannie Mae prior approval is required for additional publication costs associated with each new sale date. See also General Requirements for Default-Related Legal Costs for further details.

The servicer must also comply with the following requirements for publication costs.

✓	**The servicer must...**
	Require the law firm to retain receipts from the newspaper or publication as well as any receipts from any publication vendor.
	Ensure that no costs for publication placement services, such as costs related to publication price negotiation, placement, typesetting, follow-up, or advertisement tracking, are passed through to the borrower, the servicer, or Fannie Mae. **Note**: See *Publication Placement Costs for Certain States* for reimbursement of certain publication placement costs for specific states.
	Ensure that only the actual cost of the newspaper or publication reduced by all discounts, rebates, refunds, commissions, and other similar items of any kind is passed through to the borrower, the servicer, or Fannie Mae.
	Ensure that the law firm and any publication vendor used by the law firm are • passing along for the benefit of the borrower, the servicer, and Fannie Mae any available discounts, rebates, refunds, commissions, or other similar items of any kind; and • utilizing the lowest cost newspaper or other publication that meets the requirements of applicable law, taking into account the frequency of publication.

✓	The servicer must...
	Reimburse the law firm in a timely manner for excess publication costs related to postponed or restarted foreclosure sales regardless of whether Fannie Mae prior approval is provided unless the reason for the restart or the postponement is due to actual or alleged error or lack of diligence on the part of a law firm by the servicer.

Publication Placement Costs for Certain States

Fannie Mae will reimburse the servicer an allowable publication placement cost to compensate the law firm for the negotiation of pricing (including any available discounts, rebates, refunds, commissions, or other similar items of any kind), placement, typesetting, follow-up, advertisement tracking, and all other related publication placement services for foreclosure referrals in the following states:

- Alaska
- Arizona
- California
- Nevada
- Oregon
- Washington

Fannie Mae will reimburse the allowable cost once for each foreclosure referral in the applicable jurisdictions regardless of the number of advertisements. Fannie Mae will not pay excess publication placement costs in the event a sale is continued or restarted and these costs are not eligible for submission to Fannie Mae for excess cost review. The following table provides a list of servicer requirements related to publication placement costs for these states.

✓	The servicer must...
	Compensate the law firm for performing the publication placement services even if the law firm does not use a third-party publication vendor.
	Ensure that the publication placement cost is coded as non-recoverable from the borrower and that no additional publication vendor costs are passed through to the borrower, the servicer, or Fannie Mae.
	Request reimbursement for the publication placement cost as a separate item from the costs paid to the newspaper (or alternative publication) for publishing the advertisement.

✓	The servicer must...
	Require the law firm to notify the publication vendor that the publication relates to a Fannie Mae mortgage loan.

Posting Costs for California

Fannie Mae will reimburse the servicer an allowable posting cost per foreclosure referral for out of pocket costs paid to a third-party vendor to post the notice of foreclosure sale in California. This cost only covers the actual, reasonable, and necessary third-party vendor costs for posting the notice of foreclosure sale at the property and public place as required by applicable law.

Foreclosure Title Costs

Foreclosure-related title costs must be kept at a minimum and in compliance with Fannie Mae maximum allowable title costs. The maximum allowable title cost is the amount that Fannie Mae will reimburse the servicer for title costs incurred by the law firm retained by the servicer to handle Fannie Mae foreclosure matters.

The following table provides the servicer with additional information regarding the requirements of a title search and related updates.

✓	Title Search and Update Requirements
	The maximum allowable foreclosure-related title cost includes: • an initial two-owner title search dating back to the deed prior to the mortgagor’s deed, • up to three title updates to the initial title search that are required and necessary to complete the foreclosure sale, and • complete copies of all documents and a summary page.
	Unless specified by Fannie Mae, the initial title search must be an uninsured title search without additional charges for insurance or guarantees.
	The title search and any required updates must confirm title to the property and identify all recorded liens and documents affecting title and all parties that must receive notice of the foreclosure sale.

Review of the title report is included in the Fannie Mae maximum allowable foreclosure attorney fee and should not be added to the title cost. Fannie Mae will not reimburse the servicer for title searches in excess of a two-owner search or for costs to correct title defects that are covered by selling representations or warranties.

The servicer must reimburse the law firm for foreclosure-related title costs associated with:

- additional title work the servicer requires the law firm to run for a more detailed title search in excess of two-owner, and
- fees and costs to correct title defects that are covered by selling representations or warranties.

Recent Related Announcements

The table below provides references to recently issued Announcements that are related to this topic.

Announcements	Issue Date
Announcement SVC-2023-01	March 8, 2023
Announcement SVC-2022-08	December 21, 2022

Part F, Servicing Guide Procedures, Exhibits, and Quick Reference Materials

Introduction

This part contains reference materials to support this

Published April 9, 2025

Chapter F-1, Servicing Guide Procedures

Introduction

This chapter provides resources to support this Guide.

F-1-01, Servicing ARM Loans (12/20/2023)

Introduction
This Servicing Guide Procedure contains the following:

- Reviewing ARM Adjustment Correction Errors
- Reviewing ARM Adjustment Correction Errors for Assumed Mortgage Loans
- Correcting ARM Adjustment Errors
- Verifying the Correct Interest Rate and Payment Amount for Each Adjustment Period
- Re-Amortizing the Mortgage Loan
- Calculating the New Monthly Payment After an Adjustment Error
- Determining the Amount of an Under- or Overcharge Related to an Adjustment Error
- Correcting Conversion Notice Errors
- Refunding or Crediting Overcharges Resulting from an Incorrect Monthly Payment
- Refunding or Crediting Overcharges Resulting from an Incorrect Monthly Payment and an Incorrect Interest Rate
- Exercising/Reporting ARM Conversions for Portfolio Mortgage Loans
- Determining Fannie Mae's Required Net Yield for an ARM Loan Conversion
- Determining the Monthly Payment and Effective Date for an ARM Loan Conversion
- Repurchasing Converted MBS Mortgage Loans and Redelivering Them to Fannie Mae

Reviewing ARM Adjustment Correction Errors

When reviewing adjustments made for ARM loans it services for Fannie Mae, the servicer must follow all of Fannie Mae's procedures, in accordance with C-2.2-01, Identifying and Disclosing Adjustment Errors, regardless of whether the review is undertaken as a result of

- a full audit,
- a routine spot-check of its ARM adjustments, or
- an inquiry from a third party.

Reviewing ARM Adjustment Correction Errors for Assumed Mortgage Loans

The following table describes how to review adjustments for ARM loans that have been assumed, in accordance

with C-2.2-01, Identifying and Disclosing Adjustment Errors

If the previous borrower…	Then the servicer must…
requested the review	review only those adjustments that occurred prior to the effective date of the assumption.
did not request the review	review only those adjustments that occurred after the effective date of the assumption.

Correcting ARM Adjustment Errors

The following table describes various scenarios and resulting actions the servicer must take after correcting an ARM adjustment error, in accordance with C-2.2-01, Identifying and Disclosing Adjustment Errors

If the servicer…	Then the servicer must…
does not reflect the adjustment error consistently in its own internal records, Fannie Mae's records, and notices sent to the borrower	adjust its records by re-amortizing the mortgage loan to properly allocate the P&I distribution for any incorrectly applied payments and to correct the UPB. **Note**: Generally, the borrower does not need to be notified of the correction since it results in amortization of the mortgage loan under the terms that were disclosed to the borrower in their mortgage loan documents.
is required to file a corrected *Mortgage Interest Statement* (IRS Form 1098) with the IRS	send the borrower the appropriate notification of the correction.
notifies the borrower of an incorrect interest rate and/or monthly payment, but updates its records and Fannie Mae's records correctly	notify the borrower of the correction and update Fannie Mae's records if the borrower's UPB after the correction differs from the UPB that Fannie Mae has in its records.

If the ARM adjustment errors require a correction to the Fannie Mae investor reporting system records, the servicer may need to change

- the monthly payment,
- the mortgage loan interest rate,
- the mortgage loan PTR,

- the pool accrual rate, and/or
- other key ARM plan parameters that Fannie Mae retains in its records.

ARM adjustment errors may also have resulted from the servicer's erroneous remittances to Fannie Mae. Fannie Mae may require the servicer to submit appropriate documentation to support its proposed corrective action. This documentation may include:

- copies of the mortgage note and ARM rider;
- the payment history records;
- the corrected amortization schedule; and
- the lender's negotiated contract, if it permitted the ARM adjustments to be handled in a manner that differs from Fannie Mae's standard requirements.

Verifying the Correct Interest Rate and Payment Amount for Each Adjustment Period

The following table provides instructions for verifying the correct interest rate for each ARM adjustment period in accordance with C-2.2-01, Identifying and Disclosing Adjustment Errors.

Step	Servicer Action
1	Use the correct index value applicable for each adjustment date.
2	Apply any per-adjustment interest rate caps.
3	Round the resulting rate as specified in the mortgage loan instrument.

> **Note:** If application of a per-adjustment cap to the final interest rate change would perpetuate the error(s), the servicer must not apply it. The corrected interest rate must never exceed the original interest rate by more than the lifetime cap specified in the mortgage loan instruments.

This same procedure must be used to verify ARM adjustment errors that involve only incorrect interest rate changes, as well as to verify errors that involve only incorrect payment changes if the errors were not identified until after an interest rate change occurred.

The following table shows a variation of this procedure that must be used for ARM adjustment errors involving only incorrect payment changes that are identified before an interest rate change occurs.

Step	Servicer Action
1	Use the correct monthly payment applicable for each payment adjustment date.

Step	Servicer Action
2	Apply any payment caps for each adjustment date that occurred during the period for which the ARM loan was incorrectly adjusted. **Note:** If applying a per-adjustment cap to any payment change would perpetuate the previous error(s), the servicer must not apply it.

Re-Amortizing the Mortgage Loan

In accordance with *Re-Amortizing the Mortgage Loan* in C-2.2-01, Identifying and Disclosing Adjustment Errors, the servicer must adhere to the following instructions.

To re-amortize the mortgage loan, the servicer must use

- the correct interest rate for each interest rate adjustment date that occurred during the period the ARM loan was incorrectly adjusted, and
- the actual payment that the borrower has been making.

However, if the adjustment error for any given adjustment period involved only an incorrect monthly payment, the ARM loan should be re-amortized for only that adjustment period. For this scenario, the servicer must use

- the correct interest rate, and
- the correct monthly payment (instead of the actual payment the borrower was making).

The servicer must also ensure the dates on which it applies any principal curtailments under the corrected amortization schedule are the same as those on which the curtailments were actually applied.

> **Note:** The overcharge or undercharge to the borrower is the difference between the re-amortized UPB for the ARM loan and the actual UPB that resulted from the incorrect payment application.

Calculating the New Monthly Payment After an Adjustment Error

When the servicer identifies and corrects an adjustment error, it must then calculate the new monthly payment, in accordance with *Calculating the New, Correct Monthly Payments* in C-2.2-01, Identifying and Disclosing Adjustment Errors. The following table describes the process for determining the correct monthly payment.

If the adjustment error involved…	Then the interest rate…
both an incorrect interest rate and monthly payment	may or may not need to be changed, depending on whether the subsequent interest rate adjustments resulted in the borrower being charged interest at the correct rate. To calculate the correct monthly payment, the servicer must use • the correct interest rate; • the actual UPB and remaining mortgage loan term as of the LPI date; and • any applicable payment cap, unless its application would perpetuate the previous error(s).
an incorrect monthly payment only	does not need to be changed. To calculate the correct monthly payment, the servicer must use the monthly payment that should have become effective on the last payment adjustment date. **Note:** This is necessary even if the difference between the correct payment and the erroneous payment is greater than the applicable per-adjustment cap.
an incorrect interest rate only	may or may not need to be changed, depending on whether subsequent rate adjustments resulted in the borrower being charged interest at the correct rate.

Determining the Amount of an Under- or Overcharge Related to an Adjustment Error

When the servicer identifies and corrects an adjustment error, it must then determine the amount of the undercharge or overcharge, in accordance with *Calculating the New, Correct Monthly Payments* in C-2.2-01, Identifying and Disclosing Adjustment Errors. The following table describes the process for making this determination.

If...	And...	Then the borrower...
both the mortgage loan interest rate and the monthly payment were incorrect	the UPB that results from the re-amortization is lower than the actual principal balance of the mortgage loan	was overcharged, and is due a refund of (or a credit for) the overcharge.
both the mortgage loan interest rate and the monthly payment were incorrect	the UPB that results from the re-amortization is higher than the actual principal balance of the mortgage loan	was undercharged, although the servicer must not require the borrower to make up the difference between the actual payment and the correct payment, nor may it charge the borrower interest on the amount of the undercharge.
the mortgage loan interest rate was incorrect, but the monthly payment was correct	the UPB that results from the re-amortization is lower than the actual principal balance of the mortgage loan	was charged too much interest, and is due a credit for the overcharge. Because the monthly payment was correct, the borrower is not due an actual cash refund of the interest overcharge. Instead, the servicer must re-allocate the payment it received between P&I to reduce the UPB by the amount of the overcharge.
the mortgage loan interest rate was incorrect, but the monthly payment was correct	the UPB that results from the re-amortization is higher than the actual principal balance of the mortgage loan	was charged too little interest. The servicer must not require the borrower to make up the interest undercharge, re-allocate the borrower's payment between P&I, or charge the borrower interest on the amount of the undercharge.
the monthly payment was incorrect, but the mortgage loan interest rate was correct	the UPB that results from the re-amortization is higher than the actual principal balance of the mortgage loan	was overcharged, and is due a credit for the overcharge. Under certain conditions, the borrower is due a refund of the overcharge.
the monthly payment was incorrect, but the mortgage loan interest rate was correct	the UPB that results from the re-amortization is lower than the actual principal balance of the mortgage loan	was undercharged. The servicer must not require the borrower to make up the difference between their actual payment and the correct payment, nor may it charge the borrower interest on the amount of the undercharge.

Correcting Conversion Notice Errors

The servicer must adhere to the following procedures if a borrower questions the servicer's failure to provide advance notification of an upcoming opportunity to exercise an option to convert to a fixed-rate mortgage loan, in accordance with C-2.2-02, Assuming Responsibility for Conversion Notice Errors.

The servicer must verify the correct interest rate for a borrower who questions the servicer's failure to provide advance notification of an upcoming opportunity to exercise the option to convert to a fixed-rate mortgage loan. To accomplish this, the servicer must calculate the rate that would have been in effect had the borrower been given timely notice of the conversion option and made their election within the required time frame.

The interest rate must

- be calculated in accordance with the provisions of the mortgage loan instruments, and
- **not** exceed the original interest rate by more than the lifetime interest rate cap specified in the mortgage loan instruments.

Refunding or Crediting Overcharges Resulting from an Incorrect Monthly Payment

The following table provides instructions for the servicer to determine whether to refund or credit overcharges related to an incorrect monthly payment for a current ARM loan, in accordance with C-2.2-03, Determining Whether to Provide a Refund or Credit for Overcharges.

If the ARM loan is…	Then the servicer must…
current, and the servicer has not advanced funds to cure an escrow overdraft	give the borrower the choice between • receiving a cash refund and having the UPB of the mortgage loan increased to the correct amount; or • having the previous overpayment of principal treated as the application of a principal curtailment and leaving the actual, lower UPB in effect.

If the ARM loan is…	Then the servicer must…
current, and the servicer has advanced funds to cure an escrow overdraft	give the borrower a choice between • having the overcharge credited against the servicer's outstanding advance, or • having the overcharge treated as the previous application of a principal curtailment. If the borrower chooses a credit, the servicer must increase the UPB of the mortgage loan to the amount that it would have been if the payment adjustment had been correct. However, the servicer may decrease the borrower's payment by any amount previously added to the payment to repay the servicer for its advance. If the borrower chooses a principal curtailment, then the actual, lower UPB remains in effect and the borrower must continue to pay the advance as part of the monthly payment.
delinquent, but the servicer has not advanced funds to cure an escrow overdraft	base its action on the amount of the overcharge, and either • leave the actual, lower UPB in effect if the overcharge is less than a monthly payment of P&I; or • credit the borrower if the overcharge is equal to one or more monthly payments of P&I by ◦ changing the UPB of the ARM loan to the balance that would have been in effect if the adjustment error had not occurred; and ◦ re-applying the overcharge as P&I installments to advance the LPI date, with any remaining overages credited as a principal curtailment.
delinquent, and the servicer has advanced funds to cure an escrow overdraft	repay its advance and apply any remainder toward reducing or curing the delinquency. To repay its advance, the servicer must • increase the UPB of the ARM loan by the amount of the overcharge; and • reduce the monthly payment accordingly, if the monthly payment had been increased to repay the advance. **Note**: The borrower will not be given an option on how to credit the overcharge.

Refunding or Crediting Overcharges Resulting from an Incorrect Monthly Payment and an Incorrect Interest Rate

The servicer must issue a cash refund or credit if the incorrect monthly payment and incorrect interest rate results in a net overcharge of more than $1.00. The following table describes procedures the servicer must

follow in determining whether to refund or credit overcharges related to an incorrect monthly payment and an incorrect interest rate, in accordance with C-2.2-03, Determining Whether to Provide a Refund or Credit for Overcharges.

If the mortgage loan is…	Then the servicer must…
current, and the servicer has not advanced funds to cure an escrow overdraft	send the borrower a cash refund.
current, but the servicer has advanced funds to cure an escrow deficit	credit the overcharge by applying it to reduce the amount of the outstanding advance. **Note:** If any of the net overcharge remains after the advance is fully paid, the servicer must send the borrower a cash refund of the remaining amount.
delinquent, but the servicer has not advanced funds to cure an escrow deficit	credit the borrower for the net overcharge, as follows: If the net overcharge is sufficient to bring the mortgage loan current, the servicer must • apply the overcharge to the past due installments, and • provide the borrower a cash refund of any remaining amount. If the net overcharge is not equal to the full amount of the delinquent monthly payments and applying the overcharge to them jeopardizes current or potential foreclosure proceedings, the servicer must treat the net overcharge as unapplied funds until the borrower submits all of the delinquent monthly payments. If the servicer subsequently must initiate foreclosure proceedings because the borrower did not submit the additional amounts requested, the servicer must apply the funds being held as unapplied toward the reduction of the total indebtedness. If the net overcharge is not equal to the full amount of the delinquent monthly payments, but applying the overcharge does not jeopardize foreclosure proceedings, the servicer must apply the overcharge to the delinquent monthly payments.

<table>
<tr><th>If the mortgage loan is…</th><th colspan="2">Then the servicer must…</th></tr>
<tr><td rowspan="4">delinquent, and the servicer has advanced funds to cure an escrow overdraft</td><td colspan="2">credit the borrower for the net overcharge by completing the steps in the following table.</td></tr>
<tr><td>Step</td><td>Servicer Action</td></tr>
<tr><td>1</td><td>Apply the overcharge to reduce the amount of the servicer’s outstanding advance.</td></tr>
<tr><td>2</td><td>Apply any remaining overcharge to reduce the delinquency.</td></tr>
</table>

Exercising/Reporting ARM Conversions for Portfolio Mortgage Loans

The servicer must notify Fannie Mae about the conversion of a portfolio ARM loan or participation pool ARM loan to a fixed-rate mortgage loan when it submits its monthly accounting reports, in accordance with C-2.3-01, Processing ARM Conversions to Fixed Rate Mortgage Loans.

The following table provides a timeline that compares the requirements for exercising and reporting conversions of ARM plans that have a monthly conversion option to those that have a periodic conversion option.

Action Date	Monthly Conversion Option	Periodic Conversion Option
Date by which borrower must give notice of election to convert	Lender-specified date. Generally, the date will be in the first 5 days of a month for conversions that will become effective on the first[1] day of the second month following the election notice.	Lender-specified date. Generally, the date will be between 15 and 45 days before the scheduled interest rate change date.
Date by which borrower must pay conversion fee and return executed documents	Lender-specified date. Generally, the date will fall between 5 and 45 days before the date on which the new converted interest rate will become effective day of the second month following the election notice[1].	Scheduled interest rate change date.

Action Date	Monthly Conversion Option	Periodic Conversion Option
Effective date for new converted interest rate	First[2] day of the second month following the election notice.	Scheduled interest rate change date.
Effective date for new payment	First[2] day of the month following the effective date of the new converted interest rate.	First[2] day of the month following the scheduled interest rate change date.
Last date for notifying borrower of new payment	Twenty-five days before the effective date of the new payment.	Twenty-five days before the effective date of the new payment.
Last date for reporting conversion to Fannie Mae	Third business day of the month following the effective date for the new payment (which is when the Fannie Mae investor reporting system reports for the reporting period that includes that effective date are due).	Third business day of the month following the effective date for the new payment (which is when the Fannie Mae investor reporting system reports for the reporting period that includes that effective date are due).

Determining Fannie Mae’s Required Net Yield for an ARM Loan Conversion

To determine Fannie Mae’s required net yield for ARM loans, in accordance with C-2.3-01, Processing ARM Conversions to Fixed Rate Mortgage Loans, see the Investor Reporting Manual for additional information.

For inquiries related to convertible ARM plans or Fannie Mae's required net yield, the servicer must contact its Fannie Mae Investor Reporting Representative (see F-4-02, List of Contacts).

Determining the Monthly Payment and Effective Date for an ARM Loan Conversion

The following procedure provides instructions for determining the new monthly payment and effective date, in accordance with C-2.3-01, Processing ARM Conversions to Fixed Rate Mortgage Loans.

To calculate the new monthly payment, the servicer must determine the amount required to repay the UPB of the ARM loan

- in substantially equal payments,
- over the remaining term of the mortgage loan, and
- at the new fixed interest rate.

This new monthly payment becomes effective in the month following the month in which the new fixed interest

rate goes into effect, either on

- the first day of the month; or
- on the applicable due date, if the mortgage loan has a payment due date other than the first of the month.

Repurchasing Converted MBS Mortgage Loans and Redelivering Them to Fannie Mae

The following table provides additional information regarding the repurchase and redelivery of converted MBS mortgage loans in accordance with C-2.3-03, Repurchasing Converted MBS Mortgage Loans and Redelivering Them to Fannie Mae.

Post-Conversion Disposition Option	Under this option, the servicer must…
Option 1: Market Rate	• decide whether or not to redeliver the converted mortgage loan to Fannie Mae; • retain the interest rate risk associated with the period of time between the date the mortgage loan is converted and the date of any future sale of the mortgage loan; and • verify the mortgage loan meets the specific eligibility requirements for converted ARM loans that are specified in the *Selling Guide.* If the servicer chooses to redeliver the mortgage loan to Fannie Mae, it may either deliver the mortgage loan • as part of a new MBS pool of fixed-rate mortgage loans, or • as a portfolio mortgage loan that must be either an actual/actual or a scheduled/actual remittance type. The servicer is authorized to use any outstanding commitment it has with Fannie Mae (or obtain a new one) for the redelivery of the mortgage loan.
Option 2: Take-Out Option	Redeliver the converted mortgage loan to Fannie Mae as a portfolio mortgage loan. Fannie Mae does not require the servicer to re-qualify the borrower or to verify that the mortgage loan still meets Fannie Mae's eligibility requirements. Procedures for obtaining a take-out option commitment are in the *Selling Guide.*

1 To ensure consistent treatment of borrowers, servicers that service both portfolio mortgage loans and MBS mortgage loans should consider using the time frame required for MBS mortgage loans – which is no later than the 15th day of the month in which the election notice is given.

2 Timeline assumes that the monthly payments are due on the first day of each month. If not, the servicer must change these references to reflect the day of the month on which monthly payments are actually due.

Recent Related Announcements

The table below provides references to recently issued Announcements that are related to this topic.

Announcements	Issue Date
Announcement SVC-2023-06	December 20, 2023

F-1-02, Escrow, Taxes, Assessments, and Insurance (12/20/2023)

Introduction
This Servicing Guide Procedure contains the following:

- Instructing Mortgage Insurers to Release Data
- Notifying Fannie Mae of Mortgage Insurance Rescissions, Claim Denials, or Cancellations
- Ordering Property Values for Mortgage Insurance Termination

Instructing Mortgage Insurers to Release Data

The servicer must provide instructions as required for an MI company to release information to Fannie Mae in accordance with B-8.1-01, Conventional Mortgage Insurance Servicer Responsibilities.

The following table provides steps the servicer must follow when instructing the MI company to release details to Fannie Mae.

Step	Servicer Action
1	Use the Mortgage Insurance Disclosure Instructions and Release Template posted on Fannie Mae's website or any other form that is acceptable to the mortgage insurer and that results in the release of the requested data to Fannie Mae.

Step	Servicer Action
2	Provide the Mortgage Insurance Disclosure Instructions and Release Template (or its equivalent) to each mortgage insurer as required. Language that accomplishes the same objective may be included in any written authorization agreement between the servicer and mortgage insurer as long as it covers insured mortgage loans being serviced now or in the future by the servicer. **Note**: These instructions do not relieve the servicers of their obligation under the *Selling Guide* and the *Servicing Guide* to report mortgage insurance coverage terms completely and accurately to Fannie Mae nor do they imply the mortgage insurer rather than the servicer will be the official source of this data for Fannie Mae.

Notifying Fannie Mae of Mortgage Insurance Rescissions, Claim Denials, or Cancellations

The servicer must notify Fannie Mae of MI rescissions, claim denials, or cancellations for all mortgage loans in accordance with B-8.1-01, Conventional Mortgage Insurance Servicer Responsibilities.

The following table provides steps the servicer must follow for notifying Fannie Mae of MI rescissions, claim denials, or cancellations.

If the mortgage loan is...	Then the servicer must...
active	Report to Fannie Mae the Action Code 54 (MI Terminated—High Risk Loan) in the LAR that relates to the month in which the notification was received from the mortgage insurer. The Action Date must be the date of the notification received from the mortgage insurer.
liquidated	Notify Fannie Mae of MI rescissions, claim denials, or cancellations by sending an email to mi_mail@fanniemae.com.

> **Note**: Notification for active and liquidated mortgage loans must include the Fannie Mae and servicer loan numbers and a description of the rescission, mortgage insurer-initiated cancellation, or claim denial.

Ordering Property Values for Mortgage Insurance Termination

The servicer must cancel borrower-purchased MI at the request of the borrower in accordance with Borrower-Initiated Termination of Conventional Mortgage Insurance Based on Original Value of the Property or *Borrower-*

Initiated Termination of Conventional Mortgage Insurance Based on Current Value of the Property, as applicable in B-8.1-04, Termination of Conventional Mortgage Insurance.

On one-unit properties, the servicer must order an interior and exterior BPO, or appraisal if the servicer determines it is required by law, using Fannie Mae's servicing solutions system. On two- to four- unit properties, the servicer must order an interior and exterior appraisal using Fannie Mae's servicing solutions system.

The BPO or appraisal to determine the current value of the property is at the expense of the borrower and the servicer must only order the valuation after the servicer receives the applicable fee. The borrower must be charged the cost of the BPO or appraisal based on the following table.

Valuation Type	Cost
BPO	$190
Restricted appraisal one-unit	$450
Appraisal two- to four-unit	$750

If the borrower is requesting MI termination based on current value of the property because of property improvements made by the borrower since origination, the servicer must include details provided by the borrower of the property improvements to Fannie Mae.

Recent Related Announcements

The table below provides references to recently issued Announcements that are related to this topic.

Announcements	Issue Date
Announcement SVC-2023-06	December 20, 2023
Announcement SVC-2022-08	December 21, 2022
Announcement SVC-2022-07	October 12, 2022
Announcement SVC-2021-09	December 8, 2021
Announcement SVC-2021-08	November 17, 2021

F-1-03, Establishing and Implementing Custodial Accounts (07/12/2023)

Introduction
This Servicing Guide Procedure contains the following:

- Establishing P&I Custodial Accounts
- Drafting Schedule by Type of Draft
- Establishing T&I Custodial Accounts
- Managing T&I Custodial Accounts
- Implementing Custodial Accounts
- Subservicer-Specific Requirements for Custodial Accounts
- Establishing Bank Instructions for Drafting
- Drafting through CRS
- Implementing Bank Instructions in CRS
- Reconciling Custodial Bank Accounts

Establishing P&I Custodial Accounts

As described in *P&I Custodial Accounts* in A4-1-02, Establishing Custodial Bank Accounts, the funds in the P&I custodial account must relate to monthly P&I payments due Fannie Mae. The servicer of participation mortgage loans must deposit only Fannie Mae's percentage shares of the funds into the P&I custodial account. However, the servicer is authorized to transfer the entire P&I payment from its clearing account into the custodial account, as long as it removes its share of the funds no later than the next business day after they are deposited into the custodial account. The servicer must deduct the servicing fees and late charges before the servicer transfers P&I payments from its clearing account to the custodial account.

The following table describes the requirements for the collection and disposition of P&I funds.

✓	**The servicer must...**
	Establish a reasonable daily cut-off of its work to ensure that collections are promptly credited to the appropriate account.
	Ensure that it deposits any monthly payments collected after the mortgage loan was submitted to Fannie Mae for purchase or securitization, including any payments due from an interest rate buydown account, to the P&I account no later than one business day after it or its designee receives Fannie Mae's purchase proceeds or the MBS. Fannie Mae will consider waiving its next-day-deposit requirement when a servicer uses a computer service bureau or a third party as a collection agent if it feels that adequate controls exist.

✓	The servicer must...
	Maintain records identifying each borrower, the amount of each borrower's payment, and the custodial account into which each payment is deposited.

Drafting Schedule by Type of Draft

As described in *P&I Custodial Accounts* in A4-1-02, Establishing Custodial Bank Accounts, the required draft date will differ based on the type of draft.

The following table describes the schedule for various types of drafts.

Draft Type	Drafting Schedule
MBS LLPAs	Fifth business day of the month following issuance of the related MBS pool
• Guaranty fees • Guaranty fee buydown charges	Seventh calendar day of each month, or on the preceding business day if the seventh is not a business day
Other fees and charges, such as • Upfront commitment fees • Pair-off or extension fees • Pool contract fees	Throughout the month

The servicer is authorized to withdraw funds from the P&I custodial account only for the following purposes:

- remit the funds due Fannie Mae on the remittance date;
- reimburse itself for delinquency advances for scheduled/actual and scheduled/scheduled remittance types that are recovered from subsequent collections (to the extent that such collections are payments on the related mortgage loan or are not required to be included in the funds due to Fannie Mae on the next remittance date);
- remove amounts that have been deposited in error;
- remove fees, charges, funds due related to servicing transfers, and other amounts that are deposited into the account on a temporary basis;
- remove interest earned on an interest-bearing custodial account; and
- clear and terminate the account.

Establishing T&I Custodial Accounts

As described in *T&I Custodial Accounts* in A4-1-02, Establishing Custodial Bank Accounts, funds in the T&I custodial account may not be commingled with P&I funds, the servicer's general corporate funds, or with funds held by the servicer for other investors.

The following table describes requirements the servicer must adhere to when establishing custodial accounts for T&I funds.

✓	**The servicer must...**
	Establish a reasonable daily cut-off of its work to ensure that collections are promptly credited to the appropriate account.
	Deposit the borrower's escrow account balance and funds for any interest rate buydown account that are not scheduled for application toward the monthly payment into the T&I custodial account no later than one business day after it (or its designee) receives Fannie Mae's purchase proceeds or the MBS, for newly purchased or securitized mortgage loans. Fannie Mae may waive its next-day-deposit requirement when a servicer uses a computer service bureau or a third party as a collection agent if it feels that adequate controls exist.
	Maintain records if the servicer maintains separate T&I custodial accounts for different remittance types identifying • each borrower, • the amount of each borrower's escrow or other deposits, and • the custodial account into which each payment is deposited.

Managing T&I Custodial Accounts

As described in *T&I Custodial Accounts* in A4-1-02, Establishing Custodial Bank Accounts, a T&I custodial account must be used to

- make escrow-related disbursements, and
- hold unapplied funds pending final disposition.

The servicer is authorized to withdraw T&I funds from the T&I custodial account for these purposes:

- pay taxes, insurance premiums, etc., when they are due;
- apply interest rate buydown funds when due;
- refund escrow account surpluses to the borrower or pay interest to the borrower;
- remove any amounts deposited in error;
- remove funds due to the borrower, such as partial payments or loss draft funds;
- reimburse itself for T&I servicing advances from subsequent payments on the related mortgage loan once the mortgage loan becomes current; and

- clear and terminate the account.

See Establishing Written Policies or Procedures in A4-1-01, Staffing, Training, Procedures, and Quality Control Requirements for requirements for identifying and monitoring unapplied funds, including unapplied property or flood insurance loss proceeds, held in the T&I custodial account.

Implementing Custodial Accounts

As described in A4-1-02, Establishing Custodial Bank Accounts, the servicer is responsible for the safekeeping of custodial funds at all times. For each custodial account the servicer establishes, the servicer and the depository institution must execute

- a *Letter of Authorization for P&I Custodial Account* (Form 1013), or
- a *Letter of Authorization for T&I Custodial Account* (Form 1014).

When a servicer establishes (or changes) a custodial account for a mortgage loan, it must send the original of each executed Form 1013 or Form 1014 electronically to custodial_account@fanniemae.com.

The servicer is authorized to maintain multiple P&I custodial accounts for a single remittance type. The number of custodial accounts established depends on the number of remittance types under which a servicer is reporting and on whether the servicer chooses to commingle its T&I funds for all remittance types. A servicer could establish as many as eight different custodial accounts (although it could reduce the number of accounts to five by commingling the T&I funds for all remittance types), depending on whether it

- has mortgage loans accounted for under all three remittance types (including both portfolio mortgage loans and MBS mortgage loans accounted for as the scheduled/scheduled remittance type), and
- chooses to separate its T&I custodial accounts by each of the remittance types.

On the other hand, a servicer that accounts for portfolio mortgage loans under only one remittance type or that services MBS mortgage loans only would need to establish two custodial accounts.

Custodial accounts established for the deposit of P&I funds must be titled as follows:

"(Name of servicer), as agent, trustee, and/or bailee for the benefit of Fannie Mae and/or payments of various mortgagors and/or various owners of interests in mortgage-backed securities (Custodial Account)."

Custodial accounts established for the deposit of T&I funds must be titled as follows:

"(Name of servicer), as agent and/or trustee for the benefit of Fannie Mae and payments of various mortgagors, respectively (Custodial Account)."

Subservicer-Specific Requirements for Custodial Accounts

A servicer that uses subservicer(s) must have each subservicer execute a separate Letter of Authorization for each custodial account it establishes. The following table describes the steps the servicer and subservicer must take in order to properly implement custodial accounts.

Step	Servicer Action
1	A subservicer that is establishing (or changing) a custodial account must execute and send the original and one copy of the executed Form 1013 or Form 1014 to the servicer.
2	The servicer must retain the copy and send the executed original Form 1013 and/or Form 1014 to Fannie Mae at custodial_account@fanniemae.com.
3	The servicer, subservicer, and the custodial depository must each retain a copy of the executed original Form 1013 and/or Form 1014 in its files.

Establishing Bank Instructions for Drafting

The servicer must arrange for drafting of custodial funds in a manner consistent with the requirements of the *Servicing Guide* and Lender Contract. The servicer must designate bank instructions for a custodial account through the CRS from which Fannie Mae will draft funds.

Drafting through CRS

Under the CRS, a servicer is authorized to designate as a drafting account one P&I account for each remittance type it services.

If the servicer maintains multiple P&I accounts for a single remittance type, the servicer must designate only one of these accounts as its drafting account for that remittance type. All monies due Fannie Mae for that remittance type must be moved to the designated drafting account prior to the date Fannie Mae drafts the account.

A servicer with multiple P&I custodial accounts is authorized to use a consolidated drafting account in order to facilitate operational efficiencies. If the servicer uses a consolidated drafting account that includes scheduled/scheduled MBS mortgage loans, the servicer must designate a separate account as its drafting account for that remittance type only and all monies due must be moved from various MBS P&I custodial accounts (if the servicer has chosen to use multiple custodial accounts) to a single designated MBS pool consolidated drafting account prior to the date Fannie Mae drafts the account.

A servicer is authorized to designate a separate consolidated drafting account for scheduled/scheduled portfolio, scheduled/actual, or actual/actual mortgage loans. The servicer is authorized to designate

- any of the portfolio mortgage loan P&I custodial accounts as the consolidated drafting account, or
- a special consolidated account that is used solely for drafting purposes.

Implementing Bank Instructions in CRS

The following table describes requirements for implementing bank instructions.

If the servicer designates…	Then the servicer must…
bank instructions for a consolidated drafting account	fulfill all requirements under the CRS related to establishing bank instructions (see Fannie Mae's *CRS User Guide*). The servicer must not deposit into the consolidated drafting accounts funds that are collected on behalf of other investors.
an existing P&I custodial account as a special drafting account	must advise Fannie Mae of the special drafting account by submitting Form 1013 electronically to custodial_account@fanniemae.com.

Reconciling Custodial Bank Accounts

The following table describes the requirements for reconciling custodial bank accounts.

Step	Servicer Action	
1	Reconcile its cash book to the custodial account(s) every month using the applicable Custodial Account Analysis.	
	✓	**The servicer must…**
		Use the *P&I Custodial Account Analysis* (Form 496) to • reconcile each P&I custodial account, and • reflect the composition of the cash book balance of the account at the close of the reporting period.
		Use the *T&I Custodial Account Analysis* (Form 496A) to • reconcile each T&I custodial account, and • document unapplied funds that need resolution, and • reflect the composition of the cash book balance of the account at the close of the reporting period.
2	Retain each month's reconciliation and analysis in its records in the event that Fannie Mae requests the submission of a specific Form 496 or Form 496A to Fannie Mae.	

Recent Related Announcements

The table below provides references to recently issued Announcements that are related to this topic.

Announcements	Issue Date
Announcement SVC-2023-04	July 12, 2023
Announcement SVC-2022-03	May 11, 2022
Announcement SVC-2020-07	December 9, 2020

F-1-04, Evaluating a Request for the Release, or Partial Release, of Property Securing a Mortgage Loan (07/12/2023)

Introduction
This Servicing Guide Procedure contains the following:

- Processing a Request for the Release, or Partial Release, of Property Securing a Mortgage Loan
- Protecting Fannie Mae's Rights Regarding Taking of Property by Condemnation or Eminent Domain

Processing a Request for the Release, or Partial Release, of Property Securing a Mortgage Loan

The servicer must evaluate a request for the release of property securing a mortgage loan in accordance with D1-1-01, Evaluating a Request for the Release, or Partial Release, of Property Securing a Mortgage Loan.

Upon receipt of the *Application for Release of Security* (Form 236), and any other documentation that may be necessary depending on the reason for the request for release of security, the servicer must follow the steps outlined in the following table.

Step	Servicer Action
1	Obtain any required approval from • the mortgage insurer or guarantor; and • the servicer of the first lien mortgage loan, if Fannie Mae's interest is in a second lien mortgage loan.

Step	Servicer Action
2	Determine whether Fannie Mae allows the servicer to approve the release of security on its behalf. If the request requires a non-delegated review, submit Form 236 and all documents as specified on Form 236, along with a recommendation, to Fannie Mae's SF CPM division at partial_releases@fanniemae.com for approval. **Note:** The servicer must contact Fannie Mae's SF CPM division (see F-4-02, List of Contacts) to determine whether Fannie Mae is willing to subordinate the mortgage lien to a burdensome easement if it determines that a burdensome easement • is not customary in the area, or • interferes with the property owner's use or enjoyment of the property. If the request for release, or partial release, of security is approved, continue to Step #3.
3	If an escrow deposit account is maintained to pay property taxes, notify the tax collector or assessor under the following circumstances: • a release of any portion of a security property affects the amount of taxes levied against the property, or • an authorized substitution of security property will affect either the taxing jurisdiction or the tax assessment.

<table>
<tr><th>Step</th><th colspan="2">Servicer Action</th></tr>
<tr><td rowspan="5">4</td><td colspan="2">Execute any legal documentation needed for the release of security in accordance with the following table.</td></tr>
<tr><td>If...</td><td>Then the servicer...</td></tr>
<tr><td>the servicer is the owner of record for the mortgage loan</td><td>is authorized to execute any legal documentation needed for the release of security, regardless of whether the release was approved by the servicer or Fannie Mae.</td></tr>
<tr><td>Fannie Mae is the owner of record and the servicer has the required power of attorney to execute documents for release of security, including partial releases, on Fannie Mae’s behalf</td><td>is authorized to execute the documents for releases, including partial releases of security, regardless of whether the release was approved by the servicer or Fannie Mae.</td></tr>
<tr><td>Fannie Mae is the owner of record, the servicer does not have the required power of attorney to execute documents for release of security—including partial releases—on Fannie Mae’s behalf, and the release, or partial release, of security must be approved by Fannie Mae</td><td>must send the documents to Fannie Mae’s SF CPM division (see F-4-02, List of Contacts) at the same time it submits Form 236, so that if the release is approved, Fannie Mae can execute the documents at the same time.</td></tr>
<tr><td>Fannie Mae is the owner of record, the servicer does not have the required power of attorney to execute documents for release of security—including partial releases—on Fannie Mae’s behalf, and the servicer is authorized to approve the release, or partial release, of security</td><td>must send the following to Fannie Mae’s SF CPM division (see F-4-02, List of Contacts):
• the documents to be executed (with the Fannie Mae loan number and, if applicable, the MERS MIN clearly identified);
• a copy of the approved Form 236; and
• a letter that describes any special instructions related to the execution of the documents and indicates the address to which the executed documents should be returned.</td></tr>
</table>

Step	Servicer Action
5	Obtain a title insurance endorsement or similar title insurance product, and comply with any conditions (e.g. recording a release in public records) the title insurer requires for obtaining the endorsement. **Note:** Servicers remain responsible for ensuring that the title insurance coverage remains compliant with the requirements of *Selling Guide* B7-2-03, General Title Insurance Coverage and for taking whatever action necessary to protect the beneficial interest of Fannie Mae and an MBS trust in the security property. See A2-1-01, General Servicer Duties and Responsibilities for additional details.
6	Determine whether any cash consideration paid for the release, or partial release, will be • applied to the outstanding debt. If so, continue to step 7; or • used for property improvements. **Note**: For substantial cash consideration, the servicer may collect the entire amount from the borrower and disburse the funds as specific improvements are completed.

<table>
<tr><th>Step</th><th colspan="2">Servicer Action</th></tr>
<tr><td rowspan="4">7</td><td colspan="2">Apply and report any cash consideration received as part of the release, or partial release, of security as described in the following table.</td></tr>
<tr><td>If...</td><td>Then the servicer must...</td></tr>
<tr><td>any consideration received is less than the total mortgage debt</td><td>• apply it to pay any past due installments or to make an additional principal payment (curtailment), and
• appropriately report the application in the next Fannie Mae investor reporting system reporting period.
Note: If the application of the entire consideration to the UPB results in an LTV ratio that is less than the previous ratio, the servicer must require the borrower to apply only the portion of the consideration required to maintain the previous ratio and permit the borrower to retain the excess. However, if there is reason to require a reduced LTV ratio—such as the occupancy status of the property having changed from principal residence or second home to investment property—the servicer must require that the total consideration be applied to the mortgage loan debt.</td></tr>
<tr><td>the proceeds are sufficient to satisfy the mortgage loan debt or if they do not fully satisfy the mortgage loan debt but Fannie Mae has agreed to charge off the difference (in connection with a condemnation or a full taking of the property by eminent domain)</td><td>• remove the mortgage loan from Fannie Mae’s investor reporting system by Reporting an Action Code 71, and
• remit the proceeds via the CRS as a “Special Remittance” (Remittance Type 370). Also see the Investor Reporting Manual and Fannie Mae’s CRS User Guide.</td></tr>
<tr><td colspan="2">Note: When a request to grant a burdensome easement or to release a beneficial easement is approved, Fannie Mae does not require the borrower to apply any cash consideration they receive for the release toward the mortgage loan debt, although the servicer may require that the consideration be used to make any past due monthly payments.</td></tr>
</table>

Protecting Fannie Mae’s Rights Regarding Taking of Property by Condemnation or Eminent Domain

When there is a legal proceeding that may significantly affect Fannie Mae’s rights in the property, the servicer must evaluate a request for release in accordance with *Evaluating a Request for the Partial or Total Taking of*

Property Securing a Mortgage Loan by Condemnation in D1-1-01, Evaluating a Request for the Release, or Partial Release, of Property Securing a Mortgage Loan.

The servicer must take the actions outlined in the following table.

✓	**The servicer must...**
	Determine the method that the government instrumentality used to establish the property value on which the compensation is based.
	Determine the amount of the proposed award or compensation to be paid to the property owner.
	Pursue any legal remedies that are available if it does not appear that the borrower is being fairly compensated.
	If applicable, advise the law firm engaged in any foreclosure or bankruptcy proceedings about the proposed condemnation or taking by eminent domain so that the law firm can assume responsibility for any necessary legal action.

Recent Related Announcements

The table below provides references to recently issued Announcements that are related to this topic.

Announcements	**Issue Date**
Announcement SVC-2023-04	July 12, 2023
Announcement SVC-2019-04	June 12, 2019

F-1-05, Expense Reimbursement (12/18/2024)

Introduction
This Servicing Guide Procedure contains the following:

- General Expense Reimbursement Requirements
- Reimbursement for Escrow Advances
- Reimbursement for HOA Assessments and Related Expenses
- Reimbursement for Expenses Associated with Workout Options

- Reimbursing Fannie Mae for a Workout Incentive Fee Related to a Cancelled Mortgage Loan Modification or Payment Deferral
- Reimbursement for Foreclosure Attorney Fee Milestones or Prorated Bankruptcy Attorney Fees
- Reimbursement for Property Inspections and Property Preservation Expenses
- Reimbursement for Recording Costs Associated with a Mortgage Loan Satisfaction or Charge-Off
- Reimbursement for Mortgage Insurance Premium Expenses
- Defined Expense Reimbursement Limits
- Reimbursement for Other Reimbursable Default-Related Legal Expenses

General Expense Reimbursement Requirements

The servicer must advance its own funds in accordance with Advancing Funds to Cover Expenses in B-1-01, Administering an Escrow Account and Paying Expenses and *Requirements When a Property's Flood Zone Status Changes* in B-3-01, Flood Insurance Requirements Applicable to All Property Types.

Reimbursement from Fannie Mae

To be eligible for reimbursement of either escrow or corporate advances from Fannie Mae, advances must be

- necessary to protect Fannie Mae's interest in the property, and
- made for a mortgage loan that is a
    - portfolio mortgage loan,
    - participation pool mortgage loan, or
    - special servicing option MBS mortgage loan.

The servicer must also follow the requirements set forth in *Chapter E-5, Requesting Reimbursements for Default-Related Expenses*.

The servicer must take the steps shown in the following table to obtain reimbursement of funds advanced to cover expenses.

Step	Servicer Action
1	Advance the funds to pay expenses in a timely manner.
2	Submit a *request for expense reimbursement* with required supporting documentation.
3	Retain in the mortgage loan servicing file all supporting documentation for all *requests for expense reimbursement.*
4	Ensure supporting documentation is available to Fannie Mae upon request.

If Fannie Mae reimburses the servicer for an advance, and the mortgage loan is subsequently reinstated or subject to a completed retention workout option, the servicer must reimburse Fannie Mae within 60 days of the date of the reinstatement or the completed retention workout option all recoverable advances collected from the borrower at reinstatement or not included in the completed retention workout option.

When the servicer accepts a full reinstatement of the mortgage loan in accordance with E-3.2-08, Processing Reinstatements During Foreclosure where Fannie Mae has reimbursed the servicer for its advances for foreclosure-related expenses including the costs of any preforeclosure property inspection, the servicer must repay the reimbursement within 60 days of the date the mortgage loan is reinstated.

When repaying Fannie Mae in the instances required above, the servicer must remit the funds as a special remittance in accordance with *Remitting a Special Remittance* in F-1-20, Remitting and Accounting to Fannie Mae.

When a property has been remapped into an SFHA and the servicer is unable to collect the applicable flood insurance premium from the borrower, Fannie Mae will advise the servicer if any of the remedies permitted under the mortgage loan should be pursued against the borrower.

Reimbursement for Escrow Advances

Fannie Mae will reimburse the servicer for real estate taxes and property and flood insurance premiums it advances to protect Fannie Mae's interests when there are insufficient funds in the escrow account to cover payments (or for a non-escrowed mortgage loan). Such escrow advances are reimbursable even if the expenses were advanced prior to the mortgage loan becoming delinquent. However, to be eligible for reimbursement, the mortgage loan must have subsequently become delinquent. See also *Defined Expense Reimbursement Limits* further in this topic.

Reimbursement for HOA Assessments and Related Expenses

In accordance with *Paying Assessments* and Related Expenses Associated with Protecting the Priority of Fannie Mae's Mortgage Lien in B-1-01, Administering an Escrow Account and Paying Expenses, Fannie Mae will reimburse the servicer for HOA assessments and similar charges it must pay to the extent necessary to avoid a lien that takes priority over Fannie Mae's mortgage lien under applicable law, and would extinguish Fannie Mae's mortgage lien if foreclosed.

Unless Fannie Mae has provided prior written approval for additional amounts, reimbursement is limited to the lowest of the

- actual advances paid,
- maximum limit provided in the project declaration that would take priority over Fannie Mae's mortgage lien, or
- state statutory maximums that would take priority over Fannie Mae's mortgage lien.

The servicer must maintain adequate records to document that reasonable and timely efforts were made to ensure it minimized the amount of any late fees, interest, and attorney fees, which may be included under the lien pursuant to applicable law. Such expenses must be excluded from the servicer's request for reimbursement from Fannie Mae to the extent they directly result from the servicer's failure to monitor and ensure the timely

payment of the related assessments.

The servicer must take the steps shown in the following table to obtain reimbursement of HOA assessments and related expenses.

Step	Servicer Action
1	Advance the funds to pay expenses.
2	Complete the foreclosure sale or acceptance of the Mortgage Release.
3	Submit a *request for expense reimbursement.*

Reimbursement for Expenses Associated with Workout Options

Reimbursement for Payment Deferral Expenses and Fees

The servicer must pay any necessary and actual out-of-pocket expenses in accordance with the *Servicing Guide associated with execution of a payment deferral.*

The servicer must pay any out-of-pocket expenses, including, but not limited to, the following:

- required notary fees,
- recording costs,
- title costs, or
- any other allowable and documented expense.

> **Note:** The above expenses must not be included in the non-interest bearing balance created by a payment deferral. With regard to expenses that are advanced to third-parties in accordance with this Guide and included in the non-interest bearing balance created by a payment deferral, the servicer will not automatically be reimbursed for expenses related to a payment deferral upon completion of the payment deferral, but instead must request reimbursement from Fannie Mae. The servicer must submit its request for expense reimbursement for expenses advanced and included in the non-interest bearing balance within 60 days of the completion of the payment deferral. See E-5-01, Requesting Reimbursement for Expenses for additional information.

Fannie Mae will reimburse the servicer for allowable out-of-pocket expenses in accordance with this Procedure.

With regard to mortgage loans for which the payment deferral remains in effect, servicing fees, guaranty fees, and excess servicing fees (if applicable) will be reimbursed at the time the mortgage loan matures or is paid-in-full through a credit to the servicer's custodial account.

Reimbursement for Mortgage Loan Modification Expenses

The servicer must pay any necessary and actual out-of-pocket expenses in accordance with the *Servicing Guide* associated with the execution of a mortgage loan modification.

The servicer must pay any out-of-pocket expenses, including, but not limited to, the following:

- required notary fees,
- recording costs,
- title costs,
- property valuation fees,
- credit report fees, or
- other allowable and documented expense.

Fannie Mae will reimburse the servicer for allowable out-of-pocket expenses in accordance with this Procedure.

Reimbursement for Short Sale Expenses

The servicer may request reimbursement for Fannie Mae's share of all expenses related to a short sale for a conventional mortgage loan, including the amount required to reimburse the servicer for the appraisal, by submitting a *request for expense reimbursement*.

> **Note**: Uncollected late charges will not be reimbursed.

The servicer must retain the original invoices that support the expenses claimed in the mortgage loan servicing file.

For special servicing option MBS mortgage loans, the servicer must not request reimbursement for Fannie Mae's share of the amount required to remove the mortgage loan (or participation interest in the mortgage loan) from the pool, since Fannie Mae will automatically reimburse the servicer for this amount after it remits the funds and reports the applicable action code required to remove the mortgage loan (or participation interest in the mortgage loan) from the pool. Also see the Investor Reporting Manual for additional information.

Reimbursement for Mortgage Release Expenses

Fannie Mae will reimburse the servicer for costs related to

- preparing documentation for a completed Mortgage Release (see *Defined Expense Reimbursement Limits* further in this topic), and
- obtaining a title update associated with execution of a Mortgage Release (provided the borrower is unable to pay).

Reimbursing Fannie Mae for a Workout Incentive Fee Related to a Cancelled Mortgage Loan Modification or Payment Deferral

For any mortgage loan modification or payment deferral that is cancelled but not re-entered into Fannie Mae's servicing solutions system within 30 days of the date of the cancellation, the servicer must reimburse Fannie Mae within 60 days of the cancellation date any workout incentive fee previously paid by Fannie Mae to the servicer in connection with the cancelled mortgage loan modification or payment deferral.

Reimbursement for Foreclosure Attorney Fee Milestones or Prorated Bankruptcy

Attorney Fees

In accordance with E-5-05, Reimbursing Law Firms/Reimbursement of Uncollected Fees, Costs or Advances, the servicer may request reimbursement of foreclosure or bankruptcy attorney fees paid to the law firm at established foreclosure milestones or when a bankruptcy proceeding is closed prior to completion, even if the full applicable allowable fee is not incurred.

Reimbursement for Property Inspections and Property Preservation Expenses

Fannie Mae will reimburse the servicer for:

- insured loss repair inspections on current and delinquent mortgage loans when required to confirm property repairs in accordance with B-5-01, Insured Loss Events;
- all interior and exterior preforeclosure property inspections on delinquent mortgage loans (see D2-2-10, Requirements for Performing Property Inspections), as well as post-foreclosure sale inspections following a third-party sale (see E-3.5-02, Handling Third-Party Sales), completed in compliance with requirements of the Servicing Guide;
- property preservation work completed in accordance with E-3.2-12, Performing Property Preservation During Foreclosure Proceedings; and
- inspections on current and delinquent mortgage loans when required to determine the extent and nature of any property damage related to a disaster event in accordance with D1-3-01, Evaluating the Impact of a Disaster Event and Assisting a Borrower.

For insured loss repair inspections and inspections performed on current mortgage loans related to a disaster event, the servicer may begin submitting requests for reimbursement immediately after the inspection is completed, but must submit its request no later than one year after the costs are incurred. For delinquent mortgage loans, refer to the time frames set forth in E-5-01, Requesting Reimbursement for Expenses.

The servicer must refer to the Property Preservation Matrix and Reference Guide for additional details on preserving delinquent and vacant properties. Also see *Defined Expense Reimbursement Limits* further in this topic.

The following table describes the servicer's responsibilities when requesting reimbursement for property inspection and/or property preservation expenses.

✓	**The servicer must...**
	Validate fees and costs prior to submitting a request for expense reimbursement to ensure the expenses are • reasonable and necessary to protect Fannie Mae's interest, and • compliant with Fannie Mae's guidelines.

✓	The servicer must...
	Retain all individual invoices related to completed property inspections and property preservation work and make the invoices available to Fannie Mae upon request.
	Request reimbursement for the lesser of Fannie Mae's maximum allowable reimbursement amount or the actual cost incurred by submitting a *request for expense reimbursement* (refer to *Defined Expense Reimbursement Limits* further in this topic for applicable reimbursement limits).

Reimbursement for Recording Costs Associated with a Mortgage Loan Satisfaction or Charge-Off

The servicer should record mortgage loan satisfactions and lien releases with the county recorder or Land records office electronically, when possible. Fannie Mae will reimburse the servicer for any government-imposed recording costs it has to pay in connection with mortgage loan satisfactions in accordance with C-1.2-05, Charging for a Release of Lien if:

- the mortgage loan is a portfolio mortgage loan or a special servicing option MBS mortgage loan, and
- applicable law and/or mortgage loan documents do not allow the servicer to charge the cost to the borrower.

> **Note:** The servicer must not net costs for recording the satisfaction of a mortgage loan out of the proceeds received for the individual mortgage loan payoff.

Fannie Mae will also reimburse the servicer for costs it incurs to record the required release of lien in the real property records when a mortgage loan charge-off is approved in accordance with D1-1-02, Evaluating a First Lien Mortgage Loan for Charge-Off and Release of Lien.

Fannie Mae will reimburse the servicer for the costs assessed to electronically file or record documents even if a free paper-filing option is available. Fannie Mae will also reimburse the servicer for fees paid to a third-party vendor to assist in such filing, except when an option to file or record electronically without vendor charges exists.

Reimbursement for Mortgage Insurance Premium Expenses

Fannie Mae will reimburse the servicer its costs for borrower-paid primary MI as required in accordance with B-8.1-02, Paying Conventional Mortgage Insurance Premiums. The servicer is authorized to request reimbursement for servicing advances for MI renewal premiums that are paid after the date of default and through the month that any of the following events occurs:

- a third-party sale,
- a short sale,
- a foreclosure, or

- a Mortgage Release (deed-in-lieu of foreclosure).

If the servicer receives an MI premium refund from the mortgage insurer after receiving reimbursement of the MI premium from Fannie Mae, the servicer must remit the reimbursed funds to Fannie Mae through the CRS using the 336 receipt code within 30 days of Fannie Mae's request, unless the servicer receives the MI premium refund following the repurchase of a bifurcated loan, in which case the servicer must follow A1-3-03, Repurchase Obligations Related to Bifurcated Mortgage Loans.

Defined Expense Reimbursement Limits

This procedure contains the amount that Fannie Mae will pay for its share of expenses when specific reimbursement expense limits are defined. Also see the *Allowable Foreclosure Attorney Fees Exhibit* and the *Allowable Bankruptcy Attorney Fees Exhibit* for additional information regarding fees associated with either of these legal proceedings. In addition, also see the Property Preservation Matrix and Reference Guide for additional information concerning preservation work.

Defined Expense Reimbursement Limits	
Property Inspections	
Description	Maximum Reimbursement Amount
Interior Property Inspection	$45/inspection
Exterior Property Inspection	$30/inspection
Insured Loss Repair Inspection	$60/inspection
Workout Expenses	
Mortgage Release document preparation cost	up to $650 each, upon completion
Escrow Expenses	

Defined Expense Reimbursement Limits	
Taxes	Actual amount(s) that the servicer advanced to cover real estate tax payments when the escrow account has insufficient funds to pay the expense in a timely manner (see *Advancing Funds to Cover Expenses* in B-1-01, Administering an Escrow Account and Paying Expenses and *Reimbursement for Escrow Advances* in this topic for further details).
Tax Penalties and Late Charges	• Late charges and penalties are not payable on escrowed mortgage loans. • The first set of late charges and penalties for each tax type, for non-escrowed mortgage loans.
HOA Dues	From the foreclosure sale date up to the REO sale date (disposition). Reimbursement of dues incurred prior to the foreclosure date will be decided per each state's statutes.
Property and Flood Insurance	Actual amount(s) that the servicer advanced to cover property and/or flood insurance premiums when the escrow account has insufficient funds to pay the expense in a timely manner, less any applicable unearned premium refund amount the servicer received when a policy is canceled. Fannie Mae will reimburse the servicer for such advances for a period of up to 14 days after • the date of the foreclosure sale or acceptance of an executed Mortgage Release, • the closing date for a short sale, or • for a third-party sale the later of the date the sale is completed (including funds received), or when applicable, the date the court confirms or ratifies the sale. See *Reimbursement for Escrow Advances* in this topic for further information. See also E-4.4-02, Remitting Property Insurance Settlement Proceeds or Unearned Premium Refunds and E-4.4-04, Remitting Flood Insurance Settlement Proceeds or Unearned Premium Refunds

Defined Expense Reimbursement Limits	
Technology Fees and Electronic Invoicing	
Description	Maximum Reimbursement Amount
Technology Fees	$25/mortgage loan for life of the default
Electronic Invoicing	$10/life of mortgage loan; $5 for submission of electronic invoice relating to a foreclosure and an additional $5 if a bankruptcy is filed on the same mortgage loan
Property Preservation	
Description	Maximum Reimbursement Amount
A. Securing	
Knob lock or Knob lock with deadbolt	$60 each
Padlock or Hasp and Padlock	$40 each
Slider lock/Window lock	$25 each
Boarding	$0.90/united inches (UI)
Clearboarding	Small (≤ 72 UI) = $185 Large (> 72 UI) = $285
Repair/Replace Windows	Standard (≤ 36” × 36”) = $150 Large (> 36” × 36”) = $200 Life of loan cap = $600
Security Door	$250/door
Repair/Replace Exterior Door	$350 for the life of the mortgage loan

Defined Expense Reimbursement Limits	
Repair/Replace Exterior Door Jamb	$300 for the life of the mortgage loan
Cover Exterior Dryer Vent	$25 each — 1 per unit for the life of the mortgage loan
Repair Garage Door	$100/door for the life of the mortgage loan
Pool Covers	$1,200 for the life of the mortgage loan
Repair/Replace Fence	$300 for the life of the mortgage loan
Repair/Replace Gate	$300 for the life of the mortgage loan
Repair/Replace Lanai	$300 for the life of the mortgage loan
B. Yard Service	
Initial Grass Cut and Desert Landscaping (Less than 12” height)	For the life of the mortgage loan: Less than 10,000 sq ft — $125 each 10,001 — 15,000 sq ft — $175 each 15,001 — 25,000 sq ft — $200 each 25,001 — 35,000 sq ft — $225 each 35,001 — 43,560 sq ft — $250 each
Grass Re-cut and Desert Landscaping	Per instance: Less than 10,000 sq ft — $80 each 10,001 — 15,000 sq ft — $100 each 15,001 — 25,000 sq ft — $125 each 25,001 — 35,000 sq ft — $150 each 35,001 — 43,560 sq ft — $175 each
Trim Trees/Shrubs/Vines	$500/calendar year
C. Winterization	

Defined Expense Reimbursement Limits	
Dry Winterization	$150 for the first unit for the life of the mortgage loan
Wet/Steam Winterization	$220 for the first unit for the life of the mortgage loan
Radiant Winterization	$260 for the first unit for the life of the mortgage loan
Additional unit of any type of winterization	$100 each for the life of the mortgage loan
Re-Winterize	$50 each/calendar year
D. Health and Safety	
Cleaning Refrigerator and Stand Alone Freezer	$100 each
Moisture Control	$30 per product, $360/calendar year
Address Discoloration	$400 for the life of the mortgage loan
Cleaning Toilet	$75 each, $375 maximum for the life of the loan
Capping Wires	$1 each
Capping Gas/Water/Sewer Lines	$25 each
Extermination	$100/calendar year
Repair/Replace Deck	$300 for the life of the mortgage loan
Install/Repair/Replace Exterior Handrails	$300 for the life of the mortgage loan
Repair/Replace Steps	$150 for the life of the mortgage loan

Defined Expense Reimbursement Limits	
E. Raw Garbage, Perishable Debris, and Personal Property *Combined maximum of 10 cubic yards for the life of the mortgage loan	
Raw Garbage and Perishable Debris — Interior/Exterior	*$50/cubic yard
Move Personal Property — Interior/Exterior	*$20/cubic yard
Dead Vermin/Animal Removal	$75 for the life of the mortgage loan
Roof Cleaning	$100/calendar year
F. Additional Allowable Items	
Aerial Imagery Report	$65 for the life of the mortgage loan
Address Posting	$50 for the life of the mortgage loan
Chimney Cap	$250/cap — 2 per unit for the life of the mortgage loan
Clean/Reattach Gutters	$100/calendar year
Repair/Replace Gutters	$300/calendar year
Snow Removal	$100 each clearing, $500/calendar year
Repair/Replace Sump Pump	$300 for the life of the mortgage loan
Utility Transfers and Shut Off	$100 for one time shut off/transfer fee of each
Utility Service	$2,000 per initial utility service, $200 per service per month for the life of the mortgage loan
Police/Fire Report	$50 for the life of the mortgage loan

Defined Expense Reimbursement Limits	
Emergency Pump Water	$500 for the life of the mortgage loan
Graffiti Removal	$200 for the life of the mortgage loan
Repair/Replace Fascia	$160 for the life of the mortgage loan
Repair/Replace Soffits	$200 for the life of the mortgage loan
Plumbing Services	$150 for the life of the mortgage loan
Vacancy Notice Posting	$35 for the life of the mortgage loan
G. Damaged Properties	
Patch/Repair Roof	$800 for the life of the mortgage loan
Tarp Roof	$600 for the life of the mortgage loan
H. Code Violations	
Code Violations/Citations	$1,000 per fine/fee/lien$3,000 for the life of mortgage loan
I. Registration	
Property Registration	Actual cost to register per local requirement

Reimbursement for Other Reimbursable Default-Related Legal Expenses

In accordance with E-5-07, Other Reimbursable Default-Related Legal Expenses, Fannie Mae will reimburse the servicer for the following out-of-pocket costs that it pays to third-party vendors or the courts, as long as the costs are actual, reasonable, and necessary (and are included in any applicable FHA, VA, RD, or MI claim that is filed):

- filing costs and other costs required by the courts (including fees paid to a third-party vendor to file electronically except when an option to file or record electronically without vendor charges exists);
- trustee sale guarantees or other title foreclosure litigation reports;

- costs for posting notices of foreclosure sales;
- costs for publication of legal notices (reimbursable for California non-judicial foreclosures only if the notices are placed as specified by Fannie Mae);
- costs for publication placement services for allowable jurisdictions;
- costs of announcing postponements of foreclosure sales;
- costs of servicing summonses and complaints and other legal notices for which the law requires personal service;
- charges for brokers' price opinions (or for appraisals, if Fannie Mae instructed the servicer to obtain them) that are obtained in connection with relief provisions, workout options, or if legally required to determine the amount of the foreclosure bid;
- the cost of recording any legal documents necessary to conduct the foreclosure (such as notices of default, notices of sale, substitutions of trustees, assignments, satisfaction documents, deeds), including fees paid to a third-party vendor to electronically record except when an option to file or record electronically without vendor charges exists; and
- other costs that Fannie Mae approves in advance, such as excess foreclosure title and publication costs, or that are specifically footnoted on the standard fee schedule that appears in Allowable Attorney Foreclosure Fees Exhibit.

> **Note**: Fannie Mae will not reimburse the servicer for any expense incurred in preparing or recording an assignment of the mortgage loan from MERS to either the servicer or Fannie Mae. Reassigning and re-registering the mortgage with MERS is not required by Fannie Mae and any such action will be at the discretion or and expense of the servicer.

Fannie Mae will reimburse the servicer for postage costs incurred by law firms for first-class mail and certified or registered mail when required, provided the postage costs are incurred by the law firm retained by the servicer to handle Fannie Mae foreclosure and bankruptcy matters on mailings that are required by

- state statute, or
- court rule or court order.

Fannie Mae will not reimburse the servicer for postage costs incurred in connection with mailings by the servicer or law firm that are associated with servicer functions. Examples of mailings that are associated with servicer functions are

- demand and acceleration letters;
- communications with borrowers or third parties related to general servicing matters that are not required by state statute, court rule or order;
- correspondence addressing allegations of servicing or organization error;
- responses to Qualified Written Requests under RESPA; and
- responses to FDCPA letters.

All postage costs must be actual, reasonable, and necessary. Fannie Mae will not reimburse the servicer for the cost of

- mailing preparation services,
- overnight mail,
- stationery
- envelopes, or
- postal meter rental.

Under the provisions of 12 U.S.C. §1723a (c)(2), Fannie Mae is exempt from the imposition of revenue or documentary stamps (or the like) that are imposed pursuant to state law. Therefore, Fannie Mae will not reimburse the servicer for those items if it pays them.

Recent Related Announcements

The table below provides references to recently issued Announcements that are related to this topic.

Announcements	Issue Date
Announcement SVC-2024-07	December 18, 2024
Announcement SVC-2024-04	July 10, 2024
Announcement SVC-2023-05	October 11, 2023
Announcement SVC-2023-01	March 8, 2023
Announcement SVC-2022-08	December 21, 2022
Announcement SVC-2022-01	February 9, 2022
Announcement SVC-2021-02	March 10, 2021
Announcement SVC-2020-04	September 9, 2020
Announcement SVC-2020-01	February 12, 2020
Announcement SVC-2019-07	November 13, 2019
Announcement SVC-2019-03	May 15, 2019

F-1-06, Filing an MI Claim for a Liquidated Mortgage Loan or Acquired Property (04/09/2025)

Introduction
This Servicing Guide Procedure contains the following:

- Filing an MI Claim Associated with a Short Sale or Third-Party Sale
- Filing an MI Claim for a Property Acquired through a Mortgage Release or Foreclosure Sale (REO)
- Ensuring Timely Settlement of the MI Claim for a Conventional Mortgage Loan
- Filing an MI Claim with FHA
- Filing an MI Claim for an FHA Mortgage Loan without Conveying Title to FHA
- Requesting an Extension from FHA for Filing an MI Claim
- Filing a Claim for an Unsold FHA Coinsured Property
- Filing a Claim for an FHA Coinsured Property that Fannie Mae Sold
- Filing an MI Claim for a Section 184 Mortgage Loan
- Filing a Guaranty Claim with VA
- Filing an RD Guarantee Claim on Fannie Mae's Behalf
- Requesting Fannie Mae Approval for Agreements with Government Insurers or Guarantors

Filing an MI Claim Associated with a Short Sale or Third-Party Sale

For a mortgage loan liquidated via a short sale or third-party sale, the servicer must complete the actions listed in the following table in relation to the MI claim, in accordance with E-4.5-01, Filing MI Claims for Conventional Mortgage Loans or for Other Mortgage Loans for which Fannie Mae Bears the Risk of Loss.

✓	**The servicer must...**
	Remove the mortgage loan from Fannie Mae's investor reporting system using Action Code 71.
	Report the proceeds from the sale through the CRS, using the 357 receipt code for proceeds from a Short Sale and the 311 receipt code for proceeds from a Third-Party Sale.

<table>
<tr><th>✓</th><th>The servicer must...</th></tr>
<tr><td></td><td>Review the MI Claims Portal Participants Exhibit to determine if the mortgage insurer is participating in the MICP and, if applicable, the mortgage insurer’s MICP participation effective date, and complete the actions in the following table.
<table>
<tr><th>If...</th><th>Then the servicer must...</th></tr>
<tr><td>The mortgage insurer participates in the MICP, and the liquidation date is on or after the applicable effective date</td><td>Upload to MICP all claim documents required by the MI master policy, including copies of the following documents, no later than 10 business days prior to the required claim filing deadline:
• the final settlement valuation,
• the property valuation,
• the approval letter that states the terms and conditions of any short payoff, and
• any other necessary information related to the filing of a claim or that is requested by Fannie Mae or the mortgage insurer.</td></tr>
<tr><td>The mortgage insurer does not participate in the MICP, or the mortgage insurer is an MICP participant, but the liquidation date is before the applicable effective date</td><td>• File the MI claim with the mortgage insurer within 30 days after remitting the applicable receipt code to Fannie Mae.
• Directly provide the mortgage insurer with a copy of the following documents:
◦ the final settlement valuation,
◦ the property valuation
◦ the approval letter that states the terms and conditions of any short payoff, and
◦ any other necessary information related to the filing of a claim or that is requested by Fannie Mae or the mortgage insurer.</td></tr>
</table></td></tr>
<tr><td></td><td>Submit a final request for expense reimbursement through the CRS no later than 30 days following the settlement of the third-party sale or short sale.</td></tr>
</table>

Filing an MI Claim for a Property Acquired through a Mortgage Release or Foreclosure Sale (REO)

For properties acquired through a Mortgage Release or foreclosure sale, the servicer must complete the actions listed in the following table in relation to the MI claim, in accordance with E-4.5-01, Filing MI Claims for Conventional Mortgage Loans or for Other Mortgage Loans for which Fannie Mae Bears the Risk of Loss.

<table>
<tr><th>✓</th><th>The servicer must...</th></tr>
<tr><td></td><td>Confirm the REOgram in accordance with Timing of the REOgram in E-4.1-01, Notifying Fannie Mae of an Acquired Property.</td></tr>
<tr><td></td><td>Remove the mortgage loan from Fannie Mae’s investor reporting system with Action Code 72.</td></tr>
<tr><td></td><td>Review the MI Claims Portal Participants Exhibit to determine if the mortgage insurer is participating in the MICP and, if applicable, the mortgage insurer’s MICP participation effective date, and complete the actions in the following table.
<table>
<tr><th>If...</th><th>Then the servicer must...</th></tr>
<tr><td>The mortgage insurer participates in the MICP, and the liquidation date is on or after the applicable effective date</td><td>Upload to MICP a copy of the valuation for an executed Mortgage Release and any other information related to or necessary for the filing of a claim no later than 10 business days prior to the required claim filing deadline.</td></tr>
<tr><td>The mortgage insurer does not participate in the MICP, or the mortgage insurer is an MICP participant, but the liquidation date is before the applicable effective date</td><td>• File the MI claim with the mortgage insurer within 30 days after the settlement of the Mortgage Release or the date of the foreclosure sale or, in states that have redemption periods after the foreclosure sale, within 30 days after the redemption period expiration.
• Directly provide the mortgage insurer with a copy of the valuation for an executed Mortgage Release and any other information related to or necessary for the filing of a claim.</td></tr>
</table></td></tr>
<tr><td></td><td>Submit a final request for expense reimbursement through the CRS no later than 30 days following the settlement of the Mortgage Release or foreclosure sale date, or, in states that have redemption periods, within 30 days after expiration of the redemption period.</td></tr>
</table>

> **Note:** In applicable jurisdictions, when the foreclosure is completed through a process under which title vests in Fannie Mae (or the servicer in appropriate cases) by operation of court order and there is no foreclosure sale, the servicer must use the date the court’s order is entered on the docket in place of the foreclosure sale date.

Ensuring Timely Settlement of the MI Claim for a Conventional Mortgage Loan

If the servicer files the MI claim directly with the mortgage insurer, the servicer must follow up with the mortgage insurer to ensure that the claim is settled in a timely manner in accordance with E-4.5-01, Filing MI Claims for Conventional Mortgage Loans or for Other Mortgage Loans for which Fannie Mae Bears the Risk of Loss. If Fannie Mae files the MI claim, the servicer must continue to monitor the MICP and inform Fannie Mae to

ensure all necessary information is available and reflected accurately.

Generally, the mortgage insurer is contractually required to pay the claim within a specified period after it receives all required documentation. This period is usually 60 days.

If the servicer was required to filed an MI claim directly with the mortgage insurer and Fannie Mae does not receive the MI claim proceeds before the end of the contractual period, Fannie Mae may exercise any of its remedies, including but not limited to requiring the servicer to advance its own funds to pay the claim amount due Fannie Mae, (see A1-3-02, Fannie Mae-Initiated Repurchases, Indemnifications, Make Whole Payment Requests and Deferred Payment Obligations. Fannie Mae may ask the servicer to explain any delay in receiving the MI claim proceeds.

The servicer must provide all information requested by Fannie Mae in its explanation, which may include but is not limited to:

- the date the mortgage insurer's documentation requirements were met (if not met when the claim was filed),
- the dates of any follow-up efforts with the mortgage insurer, and
- the mortgage insurer's response(s) to the servicer's inquiries.

Filing an MI Claim with FHA

For an FHA mortgage loan, the servicer must complete the actions shown in the following table, in accordance with E-4.5-02, Filing MI Claims for FHA Mortgage Loans.

✓	**The servicer must...**
	Ensure the claim settlement is sent directly to Fannie Mae's lockbox. To do so, the servicer must use the following Fannie Mae name and address on the claim form: Fannie Mae P.O. Box 9776 Washington, DC 20016 —9776
	Upon Fannie Mae's request, email a copy of the FHA claim payment advice letter to fnma_claims@fanniemae.com. **Note:** The servicer must send the claim payment advice letter within two business days after receiving the request from Fannie Mae.
	Analyze FHA's claim payment advice letter (particularly those in which interest is curtailed or expenses are disallowed) to determine whether to • file a supplemental claim, or • contact FHA to offer an explanation that will reverse the curtailment or disallowance. **Note:** Any appeal must be submitted within three months of FHA's denial letter.

Filing an MI Claim for an FHA Mortgage Loan without Conveying Title to FHA

If FHA specifically directs the servicer to submit a claim without conveying the title to the property to HUD, the servicer must comply with all aspects of FHA's claim without conveyance procedures in accordance with E-4.5-02, Filing MI Claims for FHA Mortgage Loans. These procedures include:

- providing required notices to FHA,
- bidding the amount specified by FHA, and
- adhering to any other request made by FHA.

The servicer must use FHA Mortgagee Number 9500109998 when the claim forms require Fannie Mae's FHA Mortgagee Number.

Requesting an Extension from FHA for Filing an MI Claim

If the servicer cannot convey title to FHA, submit the required title evidence or fiscal data, or file a supplemental claim within the time frames FHA allows, it must send a*Mortgagee's Request for Extensions of Time* (Form HUD 50012) to its local HUD office in accordance with E-4.5-02, Filing MI Claims for FHA Mortgage Loans. The request must include the information shown in the following table.

✓	**The servicer must...**
	Provide a valid reason for requesting the extension.
	Define the circumstances that prevent the servicer from taking the timely action.
	Mail the form at least 10 days before the allowable time period has elapsed.

Filing a Claim for an Unsold FHA Coinsured Property

In accordance with E-4.5-03, Filing MI Claims for FHA Coinsured Mortgage Loans, if the property secured by an FHA coinsured mortgage loan is not sold within six months of the foreclosure, the servicer must notify FHA before the expiration of this period. FHA will then arrange for an independent appraisal to determine the value of the property for claim purposes.

The servicer must complete the actions shown in the following table.

✓	**The servicer must...**
	File the MI claim within 15 days after receiving FHA's notice of the appraised value of the property.

✓	The servicer must...
	Send Fannie Mae a deed and any other documents necessary to convey title from Fannie Mae to the servicer. Fannie Mae will return the executed documents to the servicer for recordation.

Filing a Claim for an FHA Coinsured Property that Fannie Mae Sold

If Fannie Mae is able to sell the property within six months after the foreclosure sale, Fannie Mae will notify the seller as soon as the sales contract has been finalized. The servicer must adhere to FHA's procedures shown in the following table, in accordance with E-4.5-03, Filing MI Claims for FHA Coinsured Mortgage Loans.

✓	The servicer must...
	File a *Single-Family Application for Insurance Benefits* (HUD Form 27011) with FHA within 15 days after the new mortgage loan is closed.
	Upon Fannie Mae's request, email a copy of the FHA claim payment advice letter to fnma_claims@fanniemae.com. **Note:** The servicer must send the claim payment advice letter within two business days after receiving the request from Fannie Mae.

Filing an MI Claim for a Section 184 Mortgage Loan

For properties secured by HUD Section 184 mortgage loans, the servicer must follow the procedures in the following table, in accordance with E-4.5-05, Filing MI Claims for HUD Section 184 Mortgage Loans.

✓	The servicer must...
	Instruct HUD to send the proceeds to Fannie Mae P.O. Box 9776 Washington, DC 20016–9776
	Submit a *request for expense reimbursement* after filing the claim to request reimbursement for any HUD-authorized fees and expenses that it advanced.

✓	The servicer must...
	Upon Fannie Mae's request, email a copy of the HUD claim payment advice letter to fnma_claims@fanniemae.com. **Note:** The servicer must send the claim payment advice letter within two business days after receiving the request from Fannie Mae.

Filing a Guaranty Claim with VA

In accordance with E-4.5-06, Filing MI Claims for VA Mortgage Loans, the servicer must follow the procedures shown in the following table.

✓	The servicer must...
	Ensure the claim settlement is sent directly to Fannie Mae's lockbox. To do so, use the following Fannie Mae name and address on the claim form and on the billing for the "upset price." Fannie Mae P.O. Box 277672 Atlanta, GA 30384–7672
	Within two business days after filing the guaranty claim, email a copy of the VA guaranty claim payment advice letter to fnma_claims@fanniemae.com.

Filing an RD Guarantee Claim on Fannie Mae's Behalf

In accordance with E-4.5-07, Filing MI Claims for RD Mortgage Loans, the servicer must adhere to the requirements set forth in the following table.

✓	The servicer must...
	Ensure the claim settlement is sent directly to Fannie Mae's lockbox. To do so, use the following Fannie Mae name and address on the claim form and on the billing for the "upset price." Fannie Mae P.O. Box 277672 Atlanta, GA 30384–7672

✓	The servicer must...
	Upon Fannie Mae's request, email a copy of the RD guarantee claim payment advice letter to fnma_claims@fanniemae.com. **Note**: The servicer must send the claim payment advice letter within two business days of receiving the request from Fannie Mae.

Requesting Fannie Mae Approval for Agreements with Government Insurers or Guarantors

The servicer must not enter into any agreement with insurers or guarantors that has the potential to modify loss claim settlements under the terms of the guaranty or insurance contract in accordance with *Selling Guide* A3-2-01, Compliance with Laws. Prior to entering into an agreement that may potentially impact loss claim settlements under an insurance contract or guaranty, the servicer must submit a request for Fannie Mae's written approval to Fannie Mae's SF CPM Division (see F-4-02, List of Contacts).

✓	The approval request must include...
	One of the following in the subject line, as appropriate: • Servicing Agreement Review - FHA • Servicing Agreement Review - FHA (Reverse Mortgage) • Servicing Agreement Review - HUD • Servicing Agreement Review - RD • Servicing Agreement Review - VA
	All details of the proposed agreement, including the proposed effective date and complete terms of the agreement.
	Contact information to communicate Fannie Mae's decision.

Recent Related Announcements

The table below provides references to recently issued Announcements that are related to this topic.

Announcements	Issue Date
Announcement SVC-2025-02	April 09, 2025
Announcement SVC-2021-04	July 14, 2021

Announcements	Issue Date
Announcement SVC-2019-02	April 10, 2019

F-1-07, Handling Property Forfeitures and Seizures (11/12/2014)

Introduction
This Servicing Guide Procedure contains the following:

- Responding When Contacted by DOJ Representative Prior to Property Forfeiture or Seizure
- Responding to Notification by DOJ Representative After Property Forfeiture or Seizure
- Responding to Contact by Parties Other than Law Enforcement

Responding When Contacted by DOJ Representative Prior to Property Forfeiture or Seizure

When contacted in regards to a property forfeiture or seizure, the servicer must take action in accordance with D1-6-03, Handling Property Forfeitures and Seizures.

If the servicer is contacted by a representative of the DOJ prior to the initiation of forfeiture or seizure of a property, it must follow the steps outlined in the following table.

Step	Servicer Action
1	Verify that the caller is an authorized representative of the DOJ before releasing any information related to a Fannie Mae mortgage loan. To verify, contact the appropriate DOJ representative that the caller indicated. Use the telephone number in the telephone directory, rather than the number provided by the caller. The appropriate party to contact is the • Forfeiture Analyst if the caller identified themselves as an FBI representative, or • Asset Removal Team if the caller identified themselves as a DEA representative.
2	Provide the DOJ representative with the following contact information for its Fannie Mae Servicing Representative (see F-4-02, List of Contacts): • name, • address, and • telephone number.

<table>
<tr><th>Step</th><th colspan="2">Servicer Action</th></tr>
<tr><td>3</td><td colspan="2">Do not provide any information about the borrower, the mortgage loan, or the property unless the DOJ representative provides a subpoena, summons, search warrant, or formal written request.
If the servicer no longer has the individual mortgage loan file because it sent the file to Fannie Mae following its acquisition of the property through a foreclosure sale or acceptance of a Mortgage Release, the servicer must
• refer the caller to Fannie Mae's SF CPM division (see F-4-02, List of Contacts), and
• send the documents presented by the requesting agency to Fannie Mae’s SF CPM division (see F-4-02, List of Contacts).
Note: The servicer must inform the requesting agency that it must also submit a written certification that it has complied with the provisions of the federal Right to Financial Privacy Act, unless the request for information relates to a grand jury subpoena or a case involving crimes against a financial institution (pursuant to Section 3413(1) of 12 USCA).</td></tr>
<tr><td rowspan="4">4</td><td colspan="2">Report its contact with the DOJ’s representatives to Fannie Mae. To notify Fannie Mae, the servicer must take the actions described in the following table.</td></tr>
<tr><td>✔</td><td>Servicer Action</td></tr>
<tr><td></td><td>Call its Fannie Mae Servicing Representative (see F-4-02, List of Contacts).</td></tr>
<tr><td></td><td>Send a letter that describes the
• nature of the contact,
• information that was requested,
• information that was provided, and
• date of the referral to Fannie Mae.</td></tr>
<tr><td></td><td>Transmit the mortgage loan servicing file for the property in question.
Note: Once Fannie Mae receives the mortgage loan servicing file, it assumes the responsibility for handling all inquiries related to the property.</td></tr>
</table>

Step	Servicer Action
5	Prior to or after seizure of a property, the servicer must not, without first contacting Fannie Mae • have any other direct contact with the DOJ representative, or • provide any additional information about the property or the borrower to the DOJ representative. **Note:** The servicer must promptly notify its Fannie Mae Servicing Representative (see F-4-02, List of Contacts) about all contacts related to the property that are initiated by DOJ representatives.

Responding to Notification by DOJ Representative After Property Forfeiture or Seizure

When contacted in regards to a property forfeiture or seizure, the servicer must take action in accordance with D1-6-03, Handling Property Forfeitures and Seizures.

If the DOJ does not contact the servicer before it initiates forfeiture or seizure proceedings, but does provide the servicer with notice when the property is seized or the forfeiture proceedings are instituted, the servicer must take the actions described in the following table.

✓	Servicer Action
	Verify that the caller is an authorized representative of the DOJ before releasing any information related to a Fannie Mae mortgage loan, if applicable. To verify, contact the appropriate party at the DOJ that the caller indicated. Use the telephone number in the telephone directory, rather than the number provided by the caller. The appropriate party to contact is the • Forfeiture Analyst if the caller identified themselves as an FBI representative, or • Asset Removal Team if the caller identified themselves as a DEA representative.
	Contact its Fannie Mae Servicing Representative (see F-4-02, List of Contacts) as soon as it receives the notice.
	Inform its Fannie Mae Servicing Representative (see F-4-02, List of Contacts) about all deadlines and requirements specified in the notice.
	Provide its Fannie Mae Servicing Representative (see F-4-02, List of Contacts) a copy of the notice and any accompanying documents.

Responding to Contact by Parties Other than Law Enforcement

If the servicer is notified, by a party other than law enforcement, of a possible connection between illegal drug

activity and a specific property, the servicer must take action in accordance with D1-6-03, Handling Property Forfeitures and Seizures.

When the servicer receives information about activity from a source other than a law enforcement official, such as a neighbor, the servicer must take the actions described in the following table.

✓	Servicer Action
	Promptly call the Asset Removal Team in the closest DEA office.
	Disclose to the DEA the information permitted under state or federal law applicable to the situation.
	Maintain in the mortgage loan servicing file the following records: • the office contacted, • the name of the DEA representative with whom the servicer spoke, • the date of the contact, and • any other relevant details.
	Promptly contact its Fannie Mae Servicing Representative (see F-4-02, List of Contacts) and provide the following information: • the type of information that was received from the contacting source, • the source of the information, • the DEA regional office that the servicer contacted, • the specific DEA representative that the servicer contacted, and • any other relevant details.
	If any information is requested, follow the appropriate procedure for responding when contacted by DOJ representatives.

Recent Related Announcements

There are no recently issued Announcements related to this topic.

F-1-08, Managing Foreclosure Proceedings (05/10/2023)

Introduction
This Servicing Guide Procedure contains the following:

- Reporting Environmental Hazards to Fannie Mae
- Requesting Fannie Mae Approval for Property Preservation and Maintenance

- Foreclosure Sale Marketing and Foreclosure Auction Services
- Reporting Third-Party Sales to Fannie Mae

Reporting Environmental Hazards to Fannie Mae

The servicer must not begin foreclosure proceedings for any mortgage loan if it becomes aware of environmental hazards (hazardous waste materials, excessive tires, oil spills, etc.) affecting the security property, in accordance with E-1.2-02, Timing of the Foreclosure Referral for Mortgage Loans Generally. Instead, the servicer must report the information to its Fannie Mae Servicing Representative (see F-4-02, List of Contacts). Also see the Property Preservation Matrix and Reference Guide for additional information.

Regardless of whether Fannie Mae is named as a party in any environmental litigation, it must be considered non-routine and the servicer must immediately notify Fannie Mae's Legal department by submitting a *Non-Routine Litigation Form (Form 20). Also see E-1.3-02, Reporting Non-Routine Litigation to Fannie Mae for additional information.*

When the servicer learns about the issuance of a lead-based paint citation, obtains other evidence of lead-based paint law violations, or becomes aware of threatened environmental litigation relating to a mortgage loan that it intends to refer to foreclosure, it must report the information in the following table to its Fannie Mae Servicing Representative (see F-4-02, List of Contacts) within 30 days after the mortgage loan is referred for foreclosure if the security property is a one-unit investment property or a two- to four-unit property.

✓	**The notification to Fannie Mae must include...**
	The current value of the property based on, at a minimum, an exterior inspection of the property and, if the borrower is cooperative, an interior inspection.
	The amount of Fannie Mae's outstanding debt.
	The number of children under eight years of age residing in the property, giving the exact age of each such child (if any) and, in the event the property is a two- to four-unit property, the unit(s) with children residing in them.
	A copy of any documentation it has obtained related to lead-based paint law violations (including actual lead-based paint citation) or threatened or pending lead-based paint litigation.

> **Note:** When the property is located in Massachusetts, the servicer must conduct an actual search to determine whether there are any outstanding lead-based paint citations against the property or property owner just before it decides to refer a mortgage loan to foreclosure. For the most part, Fannie Mae expects that a lead-based paint citation search will involve simply making a phone call to the appropriate oversight authority (such as the local housing court, department of health, etc.). However, if a citation search becomes more complex, Fannie Mae will reimburse the servicer for the actual costs of each required citation search it conducts. To determine whether reimbursement for a specific

> search is warranted, the servicer must contact its Fannie Mae Servicing Representative (see F-4-02, List of Contacts).

If, during the search, the servicer discovers that a lead-based paint citation has been issued, it must contact its Fannie Mae Servicing Representative (see F-4-02, List of Contacts) immediately so Fannie Mae can evaluate the details of the specific case and advise the servicer of the actions it must take (including postponement of the foreclosure sale, if necessary). If Fannie Mae advises the servicer to proceed with the foreclosure action, the servicer must conduct another search immediately before the foreclosure sale is held to ensure no additional citations were issued against the property subsequent to its earlier search.

Requesting Fannie Mae Approval for Property Preservation and Maintenance

When the cost of the contemplated preservation work exceeds Fannie Mae's allowable amount, the servicer must submit the request via HomeTracker for Fannie Mae approval, in accordance with E-3.2-12, Performing Property Preservation During Foreclosure Proceedings. Also see the Property Preservation Matrix and Reference Guide for additional information. The following table provides instructions when the servicer has not acquired access to HomeTracker.

✓	**The servicer must...**
	Complete a *Property Preservation Request for Repair* (Form 1095).
	Attach all photographic evidence along with pertinent supporting documentation to assist Fannie Mae in making a sound decision concerning the proposed maintenance.
	Submit the completed form and all attachments to property_preservation@fanniemae.com.

Once the request for repair is received, Fannie Mae will determine if other bids and/or information are necessary. Fannie Mae will send an email to the servicer at the email address provided on the request for repair to indicate either

- additional bids and/or information are necessary, or
- the amount for the preservation work is approved.

Foreclosure Sale Marketing and Foreclosure Auction Services

When marketing the foreclosure sale for a property securing a conventional first lien mortgage loan in select jurisdictions in accordance with E-3.3-04, Marketing the Foreclosure Sale and Using Foreclosure Auction Services, the servicer must use a vendor identified in the Foreclosure Sale Marketing and Auction Services Exhibit.

The use of a Fannie Mae vendor for foreclosure auction services is optional, and the servicer must allow the law firm the discretion to choose whether to use a vendor for these services.

The Foreclosure Sale Marketing and Auction Services Exhibit sets forth complete requirements for foreclosure sale marketing and foreclosure auction services, including descriptions of each service and applicable jurisdictions.

Fannie Mae will directly pay the vendors it has engaged for any foreclosure sale marketing and foreclosure auction services assigned to them. If the servicer chooses to use a vendor for foreclosure sale-related services in a jurisdiction where Fannie Mae has not engaged the vendor, the servicer is responsible for paying the vendor.

Reporting Third-Party Sales to Fannie Mae

The servicer must report all third-party sales to Fannie Mae in accordance with E-3.5-02, Handling Third-Party Sales. The servicer must follow the instructions shown in the following table.

✓	**The servicer must...**
	Remove the mortgage loan from Fannie Mae's active accounting records or the MBS pool in the reporting period for the month in which the foreclosure sale occurred, by reporting an Action Code 71 to Fannie Mae's investor reporting system. Also see the Investor Reporting Manual.
	Report the proceeds from the sale as a "special remittance." Also see *Reporting a Special Remittance in F-1-20, Remitting and Accounting to Fannie Mae.*
	Forward a copy of the closing statement to Fannie Mae's SF CPM division (see F-4-02, List of Contacts) on the same day it remits the funds to Fannie Mae. The closing statement must include a breakdown of: • principal, • interest, • servicing fees, • outstanding advances, and • any other items to the date of sale.

Recent Related Announcements

The table below provides references to recently issued Announcements that are related to this topic.

Announcements	**Issue Date**
Announcement SVC-2023-03	May 10, 2023

F-1-09, Processing Mortgage Loan Payments and Payoffs (10/19/2016)

Introduction
This Servicing Guide Procedure contains the following:

- Applying a Mortgage Loan Payment
- Calculating the Interest Portion of a Mortgage Loan Payment
- Processing a Principal Curtailment
- Collecting an Advance Made on Behalf of the Borrower at Payoff
- Calculating Interest on a Payoff
- Collecting a Prepayment Premium
- Applying Funds Remaining After Payoff in an Interest Rate Buydown Plan Account
- Satisfying the Mortgage Loan and Releasing the Lien

Applying a Mortgage Loan Payment

The servicer must apply monthly payments in the order described in the following table, in accordance with C-1.1-01, Servicer Responsibilities for Processing Mortgage Loan Payments.

Date of mortgage loan instruments	Monthly payments must be applied in the order listed
Instruments dated March 1999 or later	1. Interest 2. Principal 3. Deposits for escrow items, as applicable. Such deposits may include: • taxes and assessments; • property or MIPs; • leasehold payments or ground rents; and • community association dues, fees, and charges. 4. Late charges, if any
Instruments dated before March 1999	1. Deposits for insurance and taxes, if applicable 2. FHA service charges, if applicable 3. Interest 4. Principal 5. Late charges, if any

Calculating the Interest Portion of a Mortgage Loan Payment

The servicer must calculate the mortgage interest portion of the monthly payment as follows, in accordance with C-1.1-01, Servicer Responsibilities for Processing Mortgage Loan Payments.

If the mortgage loan is...	Then the interest portion must be determined by calculating...
a fixed-rate first lien mortgage loan	30 days' interest on the UPB as of the LPI date and using the current accrual rate.
a fixed-rate first lien biweekly mortgage loan	14 days' interest on the UPB as of the LPI date and using the current interest accrual rate.
a fixed-rate second lien mortgage loan	each monthly payment using the payment-to-payment calculation method, when this is required by the security instrument. Otherwise, interest must be determined as outlined above.
an ARM loan	each monthly payment based on its applicable effective interest accrual date.

Note: Multiple interest accrual rates may apply.

Processing a Principal Curtailment

If the borrower includes a principal curtailment with their monthly payment when the mortgage loan is current, the servicer must apply monthly payments in the order described in the following table, in accordance with *Processing Additional Principal Payments for Current Mortgage Loans* in C-1.2-01, Processing Additional Principal Payments.

When the borrower submits a principal curtailment...	The servicer must...
with the scheduled monthly payment	apply the scheduled monthly payment first, then apply the principal curtailment.
at any other time of the month, separately	apply the principal curtailment first, then apply the next scheduled monthly payment.

After a substantial principal curtailment, the servicer may, in accordance with *Processing Additional Principal Payments for Current Mortgage Loans* in C-1.2-01, Processing Additional Principal Payments, agree to reduce the P&I payment only (based on a re-amortization of the current UPB and using the current interest rate and

remaining loan term) for any current portfolio mortgage loan or for a current first lien mortgage loan that is in an MBS pool.

Collecting an Advance Made on Behalf of the Borrower at Payoff

When a mortgage loan is paid in full, the servicer is responsible for collecting any advances made on behalf of the borrower along with the mortgage loan payoff, in accordance with C-1.2-03, Processing Payments in Full. The following table describes the servicer's responsibilities related to collecting advances.

✓	**The servicer must...**
	Collect any funds advanced on behalf of the borrower.
	Remit the repayment as a special remittance to Fannie Mae, and within 30 days of the payoff date, if Fannie Mae advanced the funds.

Note: The repayment of advances must not be included as part of the payoff proceeds.

Calculating Interest on a Payoff

In accordance with C-1.1-01, Servicer Responsibilities for Processing Mortgage Loan Payments, the servicer must calculate the amount of interest charged to the borrower

- based on the UPB of the mortgage loan,
- as of the LPI date, and
- using the current interest accrual rate.

A full month's interest should be calculated on the basis of a 360–day year, while a partial month's interest should be based on a 365–day year.

The servicer of a second lien mortgage loan or an FHA Title I loan may not use the rule of 78s (or the sum of the digits) method for calculating the interest unless Fannie Mae has provided approval for this calculation method.

The amount of interest that may be charged to the borrower is specified in the following table. This is not necessarily the amount of interest that will be remitted to Fannie Mae. Also see C-3-02, Remitting Payoff Proceeds. The servicer must follow the procedures in F-1-20, Remitting and Accounting to Fannie Mae.

Mortgage Loan Type	The servicer must compute interest...
• VA • RD • FHA Title I • Conventional first lien and second lien mortgage loans • FHA loans that are being refinanced as “new”	up to, but not including, the day the payoff funds were received.
• All other FHA mortgage loans (regardless of the date they were endorsed for MI) • HUD-guaranteed Section 184 loans	• up to the date of payoff, for payoff funds received on an installment due date; or • through the end of the month, for payoff funds received after an installment due date.

> **Note**: When the installment due date falls on a non-business day, the receipt of the payoff funds shall be considered received on the installment due date provided they are received on the next business day.

Collecting a Prepayment Premium

In accordance with C-1.2-03, Processing Payments in Full, the servicer cannot impose or collect a prepayment premium on most mortgage loans. However, the servicer may collect a prepayment premium if all of the conditions set forth in the following table are satisfied and the mortgage loan is not a Texas Section 50(a)(6) loan.

✓	To collect a prepayment premium, the servicer must...
	Have a negotiated contract that specifically provides for the enforcement of a prepayment premium.
	Meet the guidelines set out in the *Selling Guide, B8–3–02, Special Note Provisions and Language Requirements*.
	Advise Fannie Mae of the collection of the premium when it next reports a LAR, regardless of whether Fannie Mae permits the servicer to retain the prepayment premium or requires it to remit the premium to Fannie Mae.

Applying Funds Remaining After Payoff in an Interest Rate Buydown Plan Account

When determining the amount to be collected for payoff of the mortgage loan, the servicer must consider any funds remaining in an interest buydown plan account. The following table provides additional guidance in accordance with *Applying Funds Remaining in an Interest Rate Buydown Plan Account* in C-1.2-03, Processing Payments in Full.

✓	**The servicer must...**
	Reduce the payoff amount by the amount of any remaining buydown funds.
	Not subtract the buydown funds from the mortgage loan balance because an incorrect interest calculation would result.

Satisfying the Mortgage Loan and Releasing the Lien

After verifying the amount required to pay the mortgage loan in full has been received, the servicer must perform all of the tasks specified in the following table in accordance with C-1.2-04, Satisfying the Mortgage Loan and Releasing the Lien.

> **Note:** The servicer must not pass on to the borrower or to Fannie Mae any penalty fee it has to pay because it failed to process the release and satisfaction documents within the required time frame.

✓	**The servicer must...**
	Remove Fannie Mae’s interest (or that of the mortgagee of record) from all applicable property insurance policies.
	Notify the taxing authorities that future tax bills should be sent to the borrower (or to the servicer of the first lien mortgage loan if only a second lien mortgage loan is paid off).
	Prepare and execute the appropriate release or satisfaction documents identified by the Fannie Mae loan number and, if applicable, the MERS MIN.
	Send the satisfaction or release documents, and a request for the assignment of the custody documents, to the following address: Fannie Mae Vendor Oversight Legal Document Execution 13150 Worldgate Drive Herndon, VA 22070 **Note**: Fannie Mae will return the executed documents promptly to the servicer.

✓	The servicer must...
	Notify the mortgage insurer or guarantor of the payoff.
	If the mortgage loan is an eMortgage, update the MERS eRegistry with information of the payoff, charge-off, or assumption.
	Advise MERS to deactivate the MERS registration for the mortgage loan, if applicable. If the eMortgage is secured by property in a state that requires the return of a paper Note upon loan payoff, provide the borrower of an eMortgage a paper copy of the eNote marked “Copy” and “Paid-In-Full” and include: • a letter to the borrower explaining that the borrower is receiving a paper copy of the eNote which was originally registered in the MERS eRegistry, and that the servicer has caused the eNote to be deactivated on the MERS eRegistry due to payment in full, and • other documents and information required by applicable law.
	Remit Fannie Mae’s share of the payoff proceeds in accordance with the remittance schedule established for the remittance type under which the mortgage loan is reported.
	Code the payoff as Action Code 60 when it next reports a LAR to Fannie Mae through Fannie Mae’s investor reporting system.

Recent Related Announcements

There are no recently issued Announcements related to this topic.

F-1-10, Obtaining and Executing Legal Documents (05/15/2019)

Introduction
This Servicing Guide Procedure contains the following:

- Submitting a Request to the Document Custodian
- Submitting a Document Execution Request
- Requesting a Limited Power of Attorney
- Preparing a Reconveyance Quitclaim Deed
- Submitting an Assignment of Mortgage
- Fannie Mae Contacts for Document Execution Requests

Submitting a Request to the Document Custodian

The servicer must provide the law firm with either a copy or the original note at the time of referral, in accordance with E-1.1-02, Required Referral Documents. The servicer must send a *Request for Release/Return of Documents* (Form 2009) to the document custodian to obtain the proper documents.

The servicer must return the loan file to the custodian when it is no longer needed.

Submitting a Document Execution Request

As required in A2-1-04, Execution of Legal Documents, the servicer must submit a document execution request, as described in the following table.

✓	**The servicer must...**
	Send an email to the SF CPM Servicing Documents mailbox at CPM_Servicing_Documents@fanniemae.com and include the following: • Fannie Mae loan number or indicate that a mortgage loan number is not available because the mortgage loan was conveyed to Fannie Mae in error, • the reason for the request, and • attached executable document(s) requiring Fannie Mae signature.
	Include a return shipping label.

When resubmitting (due to an incomplete initial package), be sure to include all documents, including ones previously sent to avoid processing delays.

For additional contact information when an original document must be executed, see *Fannie Mae Contacts for Document Execution Requests.*

Requesting a Limited Power of Attorney

In accordance with *Fannie Mae's Limited Power of Attorney to Execute Documents* in A2-1-04, Execution of Legal Documents, the servicer must have an LPOA in order to execute certain documents on behalf of Fannie Mae.

To request an LPOA, the servicer must perform the steps in the following table.

Step	Servicer Action
1	Prepare and execute a separate LPOA form (see below) for each jurisdiction in which it is servicing mortgage loans on behalf of Fannie Mae. When preparing the form, the servicer is authorized to • reformat the document to make it recordable in specific jurisdictions, • change the notary acknowledgment, and • make other minor wording changes.
2	Attach the document(s) to a cover letter that • states the jurisdiction(s) that the LPOA will cover, • explains any changes made to the document(s), and • provides any special instructions necessary to make the document(s) recordable in a specific jurisdiction.
3	Send the request package to the appropriate address in accordance with *Fannie Mae Contacts for Document Execution Requests*.
4	Have the executed LPOA from Fannie Mae recorded in the proper jurisdiction. **Note:** The servicer is authorized to submit the LPOA for recordation immediately upon its receipt or wait until such time as it is actually needed to process a covered transaction.
5	Maintain the final recorded LPOA. **Note:** Unless Fannie Mae requests it, the servicer must not submit the original recorded LPOA (or a copy) to Fannie Mae.

The servicer must use the following form to execute an LPOA. The servicer must not amend the list of transactions for which the document will be used.

Limited Power of Attorney
Fannie Mae, a corporation organized and existing under the laws of the United States of America, having an office for the conduct of business at 5600 Granite Parkway VII, Plano, TX 75024, constitutes and appoints _____, a _____ organized and existing under the laws of _____, its true and lawful Attorney-in-Fact, and in its name, place and stead and for its use and benefits, to execute, endorse, and acknowledge all documents customarily and reasonably necessary and appropriate for:

• the release of a borrower from personal liability under the mortgage or deed of trust following an approved transfer of ownership of the security property;
• the full satisfaction or release of a mortgage or the request to a trustee for a full reconveyance of a deed of trust;
• the partial release or discharge of a mortgage or the request to a trustee for a partial reconveyance or discharge of a deed of trust;
• the modification or extension of a mortgage or deed of trust;
• the subordination of the lien of a mortgage or deed of trust;

• the completion, termination, cancellation, or rescission of foreclosure relating to a mortgage or deed of trust, including (but not limited to) the following actions:
• the appointment of a successor or substitute trustee under a deed of trust, in accordance with state law and the deed of trust;
• the issuance of a statement of breach or nonperformance;
• the issuance or cancellation or rescission of notices of default;
• the cancellation or rescission of notices of sale; and
• the issuance of such other documents as may be necessary under the terms of the mortgage, deed of trust, or state law to expeditiously complete said transactions, including, but not limited to, assignments or endorsements of mortgage loans, deeds of trust, or promissory notes to convey title from Fannie Mae to the Attorney-in-Fact under this Limited Power of Attorney;

• the conveyance of properties to the Federal Housing Administration (FHA), the Department of Housing and Urban Development (HUD), the Department of Veterans Affairs (VA), Rural Development (RD), or a state or private mortgage insurer; and
• the assignment or endorsement of mortgage loans, deeds of trust, or promissory notes to the Federal Housing Administration (FHA), the Department of Housing and Urban Development (HUD), the Department of Veterans Affairs (VA), Rural Development (RD), a state or private mortgage insurer, or Mortgage Electronic Registration System (MERS®).

The undersigned gives to said Attorney-in-Fact full power and authority to execute such instruments and to do and perform all and every act and thing requisite, necessary, and proper to carry into effect the power or powers granted by or under this Limited Power of Attorney as fully, to all intents and purposes, as the undersigned might or could do, and hereby does ratify and confirm all that said Attorney-in-Fact shall lawfully do or cause to be done by authority hereof.
Third parties without actual notice may rely upon the power granted under this Limited Power of Attorney, upon the exercise of such power by the Attorney-in-Fact, that all conditions precedent to such exercise of power have been satisfied and that this Limited Power of Attorney has not been revoked unless an instrument of revocation has been recorded.
IN WITNESS WHEREOF, I have hereunto set my hand this _____ day of _____, _____.

FANNIE MAE

By: _____,
Assistant Vice President

By: _____,
Assistant Vice President

STATE OF TEXAS}
COUNTY OF COLLIN}

The foregoing instrument was acknowledged before me, a notary public commissioned in Collin County, Texas this _____ day of _____, by _____, Assistant Vice President, and by _____, Assistant Vice President, of Fannie Mae, a United States Corporation, on behalf of the corporation.

_____, Notary Public

My commission expires: _____

Preparing a Reconveyance Quitclaim Deed

If the servicer conveys a property to Fannie Mae in error, the servicer must comply with the requirements shown in the following table in preparing the reconveyance quitclaim deed, in accordance with *Correcting Conveyances to Fannie Mae in A2-1-04, Execution of Legal Documents.*

✓	The servicer must...
	Insert the following clause in the body of the quitclaim deed: “This property was inadvertently conveyed to the Federal National Mortgage Association and the Federal National Mortgage Association did not accept the deed.” **Note:** The word “conveyed” must be used in the first clause, as noted above; otherwise, do not use it.
	Ensure that the grantor’s name in the quitclaim deed matches the grantee’s name in the recorded deed.
	Ensure that the property address and legal description are included in the quitclaim deed.
	Ensure that the property address and the legal description match what is in the recorded deed.
	Provide supporting documentation showing the recorded conveyance to Fannie Mae (i.e., foreclosure deed).
	Include the address shown in Fannie Mae Contacts for Document Execution Requests.
	Submit the quitclaim deed for recordation within five business days of receipt of the fully executed quitclaim deed from Fannie Mae.
	Maintain the final recorded quitclaim deed in the individual mortgage loan file. **Note:** Unless Fannie Mae requests it, the servicer must not submit the final recorded quitclaim deed (or a copy) to Fannie Mae.

The following words must not be used in the body of the quitclaim deed as they do not convey ownership from the grantor to the grantee:

- grants,
- sold,
- bargain, or
- convey.

The following words may be used in the body of the quitclaim deed to convey ownership from the grantor to the grantee:

- remise,
- release, or

- quitclaim.

> **Note:** Fannie Mae will only follow the chain of title or assignment and will only quitclaim to the previous grantor or assignor.

Submitting an Assignment of Mortgage

As required in A2-1-04, Execution of Legal Documents, when submitting a document execution request for an assignment of mortgage the servicer must comply with the requirements shown in the following table.

✓	**The servicer must...**
	Include a copy of the recorded assignment of mortgage to Fannie Mae.
	Include the property address.
	Send the request package to the appropriate address in accordance with Fannie Mae Contacts for Document Execution Requests.
	Maintain the recorded assignment of mortgage from Fannie Mae to the servicer in the individual mortgage loan file. **Note**: Unless Fannie Mae requests it, the servicer must not submit the final recorded assignment of mortgage (or a copy) to Fannie Mae.

See the steps in *Submitting a Document Execution Request* earlier in this topic for additional requirements.

> **Note**: Fannie Mae will only follow the chain of title or assignment and will only quitclaim to the previous grantor or assignor.

Fannie Mae Contacts for Document Execution Requests

As required in A2-1-03, Execution of Legal Documents, the servicer must execute certain legal documents during the normal course of servicing mortgage loans for Fannie Mae. The following table describes the different contacts the servicer must use when requesting the execution of documents. If an original document must be executed by Fannie Mae, the servicer must send the document by regular or overnight mail.

Document Ownership	Document Execution Submission Without LPOA or Servicer Unable to Execute	For Inquiries OR If Required Delivery Method is Email	Delivery Address when an Original is Required to be Mailed
SF CPM Division	• Quitclaim deeds for properties conveyed in error • Release of liability • Assignments of mortgage • Substitution of trustees • Conveyance or reconveyances of acquired properties • Mortgage Loan Modifications • Satisfaction/discharges of paid off mortgage loans • Servicer requests for LPOA to execute on Fannie Mae's behalf • All other documents	CPM_Servicing_Documents@fanniemae.com	Fannie Mae Attn: SF CPM, Documents 5600 Granite Parkway VII Plano, TX 75024
SF CPM, Loss Mitigation Division	Partial Release of Security	partial_releases@ fanniemae.com	Fannie Mae SF CPM, Loss Mitigation Department 5600 Granite Parkway VII Plano, TX 75024

Recent Related Announcements

The table below provides references to recently issued Announcements that are related to this topic.

Announcements	Issue Date
Announcement SVC-2019-03	May 15, 2019
Announcement SVC-2019-02	April 10, 2019

F-1-11, Post-Delivery Servicing Transfers (11/13/2024)

Introduction
This Servicing Guide Procedure includes the following:

- Requesting Fannie Mae Approval
- Special Notifications to the Transferee Servicer

- Notifying Third Parties
- Transfer of Individual Mortgage Loan Files and Portfolio Information
- Submission of Final Accounting Reports/Remittances
- Preparing Mortgage Loan Assignments
- Transfer of Custodial Documents

Requesting Fannie Mae Approval

Transfer of Mortgage Loans

As required in *Requesting Fannie Mae Approval* in A2-7-03, Post-Delivery Servicing Transfers, the servicer must submit the appropriate information to request Fannie Mae's approval of the transfer of servicing, including servicing transfers involving a subservicer.

When requesting approval to transfer servicing, the transferor or transferee servicer or subservicer must submit a fully completed *Request for Approval of Servicing or Subservicing Transfer* (Form 629). The submission is required at least 60 days before the earlier of proposed sale or transfer date for servicing transfers, and at least 30 days before the earlier of proposed sale or transfer date for subservicing transfers.

The servicer must include the transfer and sale dates on Form 629. The transfer date refers to the date on which the physical transfer of the servicing (or subservicing) responsibilities from the transferor servicer (or subservicer, as the case may be) to the transferee servicer (or subservicer) occurs. It may not necessarily be the same date as the sale date identified in a servicing transfer agreement. The sale date is the date on which the ownership of the servicing rights and the legal liability for the servicing of the Fannie Mae mortgage loans transfer from one servicer to another.

> **Note:** While Fannie Mae requires the transferring parties to identify the sale date associated with a servicing transfer, Fannie Mae's approval will only be issued as to the transfer date.

Special Notifications to the Transferee Servicer

As required in Obligations of the Transferor and Transferee Servicers and *Special Notifications to the Transferee Servicer* in A2-7-03, Post-Delivery Servicing Transfers, the transferor servicer must provide special notification to the transferee servicer when a transfer of servicing includes the following:

- an eMortgage, or
- a mortgage loan subject to a resale restriction agreement or a shared equity transaction agreement regardless of whether the restrictions survive foreclosure or acceptance of a Mortgage Release (deed-in-lieu of foreclosure).

When a Servicing Transfer Includes an eMortgage

For an eMortgage, the transferor servicer must take the actions described in the following table.

✓	The transferor servicer must...
	Advise the transferee servicer that an eMortgage is part of the portfolio being transferred.
	Confirm that the transferee servicer • is aware of the special requirements for these mortgage loans, and • agrees to assume the additional responsibilities associated with servicing these mortgage loans.

Special Requirements when the Servicing Transfer includes eMortgages

Subsequent to Fannie Mae's approval of a servicing transfer, the following table describes additional actions that the transferor servicer must complete prior to the date of transfer, for a transfer of servicing that includes eMortgages.

✓	The transferor servicer must...
	Provide to the transferee servicer a copy of all eNotes included in the transfer via MERS eDelivery or some other mutually agreed-upon means.
	Identify RON loans included in the transfer and provide the transferee servicer access to the RON recording in accordance with *Selling Guide*, A2-4.1-03, Electronic Records, Signatures and Transactions.
	Update the "Servicing Agent" field in the MERS eRegistry to reflect the transferee servicer or transferee servicer's agent, as applicable.
	Provide to the transferee servicer all associated borrower attribution evidence and audit trail information detailing the eClosing event.

The transferee servicer must confirm that all actions in the table above have been completed prior to the date of the transfer.

When a Servicing Transfer Includes a Mortgage Loan Subject to Resale Restrictions

For a mortgage loan subject to a resale restriction agreement or a shared equity transaction agreement, the transferor servicer must take the actions described in the following table.

✓	The transferor servicer must...
	Identify each mortgage loan subject to resale restrictions on Form 629.

✓	The transferor servicer must...
	Confirm that the transferee servicer is aware of its duties and obligations related to the servicing of a mortgage loan subject to a resale restriction agreement or a shared equity transaction agreement, as applicable.

Notifying Third Parties

As described in *Notifying Third Parties* in A2-7-03, Post-Delivery Servicing Transfers, the transferor and transferee servicers must take certain actions to ensure that all servicing functions that involve third parties will continue uninterrupted (or discontinued, if appropriate) after the transfer of servicing.

The following table describes the actions the transferor or transferee servicer must take to ensure that all servicing functions that involve third parties will continue uninterrupted (or discontinued, if appropriate) after the transfer of servicing.

✓	The transferor or transferee servicer must...
	Fulfill all requirements of each MI policy that insures any conventional mortgage loans included in the transfer—including, but not limited to, the requirements for providing timely notification or requesting prior approval—to ensure the continuation of the MI coverage. If the current mortgage insurer will not provide continuing coverage following the servicing transfer, the transferee servicer must find another mortgage insurer to provide MI coverage that is equivalent to the previous coverage—at no increased cost to the borrower or Fannie Mae—and obtain that mortgage insurer's written commitment to provide the required coverage.
	Fulfill all requirements of FHA, VA, RD, or HUD—including, but not limited to, providing timely notification or requesting prior approval—to ensure the continuation of the MI or mortgage loan guaranty, if applicable.
	Notify the hazard, flood, earthquake, other property insurance carriers, as applicable, to request a policy endorsement to substitute the transferee servicer's name in the mortgagee clause and to change the premium billing address to that of the transferee servicer (unless the borrower pays the premium directly).
	Notify any tax or flood service provider and any optional insurance provider (or other products that are providing coverage) that the transferor servicer used for any of the mortgage loans that are being transferred to indicate whether the transferee servicer will continue using its services.

✓	The transferor or transferee servicer must...
	Send appropriate notices of the transfer of servicing (providing the transferee servicer's name and address) to taxing authorities, holders of leaseholds, HOAs, and other lien holders. **Note**: Any public utilities that levy mandatory assessments for which funds are being escrowed also must be notified.
	Notify any law firm involved in the management of foreclosure or other legal action in connection with the mortgage loans or acquired properties.
	Notify the current document custodian of the pending transfer of servicing and make arrangements for the prompt and safe transfer of the custodial documents to the document custodian designated by the transferee servicer, in accordance with requirements in the *Servicing Guide.*

Transfer of Individual Mortgage Loan Files and Portfolio Information

As described in *Transfer of Individual Mortgage Loan Files and Portfolio Information* in A2-7-03, Post-Delivery Servicing Transfers, the transferor servicer must deliver specific information to the transferee servicer.

The following table describes the information that must be delivered to the transferee servicer.

✓	The transferor servicer must deliver to the transferee servicer...
	Documentation evidencing each mortgage insurer's approval of the servicing transfer or its commitment to insure the transferred mortgage loans, or a copy of the mortgage insurer's master policy evidencing that it is permissible to transfer servicing of insured mortgage loans without the mortgage insurer's prior approval.
	A list of any conventional mortgage loans that have borrower-paid or lender-purchased MI (identifying the applicable premium rates and the due date of the next premium payment) and an explanation of the premium payment obligations and claim payment procedures that apply to them.
	A list of any eMortgages that are part of the portfolio being transferred.
	Copies of any tax or flood service contracts that will remain in effect, or notification that the contracts will be transferred to the transferee servicer by a tape process.

✓	The transferor servicer must deliver to the transferee servicer...
	A list of tax bills, assessments, property insurance premiums, MIPs, etc. that are due to be paid by the servicer, but that are still unpaid as of the transfer date.
	A list of the expiration dates and premium payment frequencies for property insurance, and MI policies, as applicable, related to each mortgage loan being transferred, whether or not premiums for these policies are escrowed.
	A list of mortgage loans that have optional insurance and other insurance products that will remain in effect.
	A list of mortgage loans that are subject to automatic drafting of the monthly payments.
	A list of ARM loans, showing the plan identification and parameters, the index used, the next interest rate change date, the next payment change date, the dates on which any fixed rate conversion option may be exercised, and the current status of any changes in process.
	Transaction and payment histories for the life of the mortgage loans.
	Trial balances, as of the close of business on the day immediately preceding the transfer date, showing • the remittance type for each mortgage loan (actual/actual, scheduled/actual, or scheduled/scheduled); • the remittance cycle for each MBS mortgage loan (standard, RPM, or MBS Express); • Fannie Mae's applicable ownership interest if it holds only a participation percentage in the mortgage loan; • the applicable pool number for MBS mortgage loans; • delinquencies, foreclosure, bankruptcies, and acquired properties; • transfers of ownership, payoffs, and other exception transactions that are in process, including mortgage loan modification-related transactions; • escrow balances, escrow advances, principal curtailments, unapplied funds, and loss drafts; and • buydown account balances for mortgage loans subject to temporary interest rate buydown plans.
	A copy of the custodial bank reconciliation for each custodial bank account maintained as of the cutoff date (if the transferor servicer is unable to complete this reconciliation by the transfer date, it should complete the reconciliation as promptly as possible and send it to the transferee servicer within five business days after the transfer date).

✓	The transferor servicer must deliver to the transferee servicer...
	Copies of all investor accounting reports that were filed with Fannie Mae for the three months that immediately precede the cutoff date.
	A reconciliation of any outstanding shortage/surplus balance, if applicable, related to the mortgage loans being transferred as of the last reporting period of Fannie Mae's investor reporting system.
	Definitions of codes used in ledger records, trial balances, or any other documents that are being forwarded to the transferee servicer.
	Escrow analyses.
	All information relating to delinquency management and default prevention.
	Copies of all documents including items held by a document custodian, and all other documents pertinent to servicing the mortgage loans including mortgage loan modification agreements.
	All customer correspondence and responses, including borrower complaints and escalated cases.
	The title policies or alternative title products.
	A list of each mortgage loan that is in the process of foreclosure or for which the borrower has filed bankruptcy, including the Fannie Mae loan number and the name and address of the law firm handling the foreclosure or bankruptcy.
	Information and records for any mortgage loans that are in foreclosure, bankruptcy, or a workout status and for any properties that Fannie Mae acquired by foreclosure or acceptance of a Mortgage Release [(deed-in-lieu of foreclosure) (if Fannie Mae has not sold them by the transfer date)]. **Note**: If the original mortgage loan custodial documents are not part of the individual mortgage loan file that is being transferred, the transferor servicer must provide a list showing the name of the party that is in possession of the original mortgage loan note.
	All pertinent information related to the status of any mortgage loan for which a workout option is being pursued.

✓	The transferor servicer must deliver to the transferee servicer...
	A list of any acquired properties for which it is performing administrative functions, such as paying taxes or performing property maintenance if the responsibilities for these functions will be transferred to the transferee servicer. The list must identify each property by the Fannie Mae loan number and include a history of the transferor servicer's actions from the date the property was acquired (including information about expenditures, receipts, and management and marketing activities) and provide the appropriate documentation.
	Information on any mortgage loan or acquired property being transferred that is the subject of litigation at the time of the transfer, including all records pertaining to such litigation (including court filings, disclosure requests and responses, and preliminary rulings).
	Notification of a borrower's enrollment in a state Address Confidentiality Program in compliance with all applicable state requirements, provided a borrower is currently enrolled in a state Address Confidentiality Program, and the borrower's legal substitute mailing address.
	For mortgage loans originated on or after March 1, 2023, the following fair lending data elements in a format such that they are queryable for each mortgage loan if obtained during the origination process: • race of borrower(s), • ethnicity of borrower(s), • age of borrower(s), • gender of borrower(s), and • preferred language of borrower(s).

Transfer of P&I and T&I Funds

As required in A4-1-02, Establishing Custodial Bank Accounts, the servicer is responsible for the safekeeping of custodial funds at all times. The transferor servicer must forward to the transferee servicer all P&I and T&I custodial account balances including, but not limited to, the following:

- unremitted P&I collections;
- escrow funds;
- unapplied funds;
- loss drafts;
- accruals on deposit—for example, for the payment of future renewal premiums for lender-purchased MI; and
- buydown funds.

If the transferor servicer has advanced delinquent interest or scheduled P&I to Fannie Mae, the transferee

servicer must reimburse the transferor servicer once it receives a final accounting of all monies from the transferor servicer.

All new amounts owed must be paid to the appropriate party promptly, as agreed by the parties.

Submission of Final Accounting Reports/Remittances

As described in *Submission of Final Accounting Reports/Remittances* in A2-7-03, Post-Delivery Servicing Transfers, the transferor servicer must submit the monthly LAR for the month that includes the transfer date.

In the month of the transfer date, the transferor servicer will be contractually responsible for

- reporting the monthly LAR for all mortgage loan activity processed on the mortgage loans, and
- ensuring that sufficient funds to satisfy that month's remittance obligation are available for drafting on the scheduled remittance date. However, the transferor and transferee servicers may agree that the transferee servicer will make the actual remittance to Fannie Mae.

In the month following the transfer date, the transferee servicer will be responsible for reporting the monthly LAR applicable to the transferred mortgage loans.

The transferor servicer must provide the transferee servicer with copies of its Fannie Mae investor reporting system shortage/surplus reconciliations for the final monthly accounting period for all mortgage loans included in the servicing transfer. The two servicers should agree on how to resolve any differences and reconcile items or funds that are owed Fannie Mae and security holders. (Any questions regarding these issues must be directed to the transferor servicer's Fannie Mae Investor Reporting Representative.)

If, after reconciling the final shortage/surplus balance, the transferor servicer determines that Fannie Mae needs to process a shortage/surplus adjustment, the transferor servicer must send to its Fannie Mae Investor Reporting Representative (see F-4-02, List of Contacts) a copy of the final shortage/surplus reconciliation along with adequate documentation to support the requested adjustment. The adjustment must be requested within 30 days after the transfer date. The transferee servicer will be responsible for any Fannie Mae investor reporting system shortages related to mortgage loans included in the transfer that are not promptly resolved by the transferor servicer.

Preparing Mortgage Loan Assignments

Mortgage loan assignments must be prepared and recorded, if required, in accordance with *Preparing Mortgage Loan Assignments* in A2-7-03, Post-Delivery Servicing Transfers.

Any required assignment that is submitted to the document custodian(s) must be identified by the applicable Fannie Mae loan number and submitted under cover of a transmittal letter that includes the following information:

- the name of the transferor servicer;
- the name of the transferee servicer;
- the number of mortgage loans included in the transfer;

- the transfer date; and
- a trial balance of the transferred mortgage loans, which identifies the mortgage loans for which assignments to Fannie Mae are being provided (or, if only a few mortgage loans are being transferred, a list of the transferred mortgage loans for which assignments are being provided).

Fannie Mae is the Mortgagee of Record

A new mortgage loan assignment does not need to be prepared if the assignment to Fannie Mae has been recorded. A mortgage loan for which Fannie Mae is the mortgagee of record would be one of the following:

- a mortgage loan that was delivered to Fannie Mae before it converted to the Fannie Mae investor reporting system in 1984 (regardless of the location of the security property);
- a mortgage loan that is secured by a property located in Mississippi or Utah, if the mortgage loan was delivered to Fannie Mae during the period that Fannie Mae required recorded assignments for a Mississippi mortgage loan (after September 1, 1988, until June 7, 1989) or for a Utah mortgage loan (after September 1, 1988, until October 31, 1991); or
- a mortgage loan for which Fannie Mae requested recordation of the assignment (for any reason) after it purchased or securitized the mortgage loan.

Fannie Mae is Not the Mortgagee of Record and the Mortgage Loan is Not Registered with MERS

An assignment from the transferor servicer to the transferee servicer must be prepared and recorded if an assignment to Fannie Mae has not been recorded for a mortgage loan that is not registered with the MERS. The transferor servicer is responsible for recording the assignment from itself to the transferee servicer. (Blanket assignments may be used for the assignment, as long as the coverage for each blanket assignment is restricted to a single recording jurisdiction.) If the transferee servicer is a master servicer utilizing a subservicer and the subservicer will be the mortgagee of record, the required assignment must be from the transferor servicer to the subservicer unless the subservicer is already the mortgagee of record. If the transferor servicer will be the subservicer of the transferee servicer and will remain the mortgagee of record, an assignment to the transferee servicer will not be required.

Fannie Mae is Not the Mortgagee of Record and the Mortgage Loan is Registered with MERS

Generally, when the servicing of a MERS-registered mortgage loan is transferred to a servicer that is not a MERS member (or to a servicer that elects not to continue the MERS registration for the mortgage loan), Fannie Mae requires

- the transferor servicer to prepare an assignment of the mortgage loan from MERS to the transferee servicer (or the subservicer if the subservicer will be the mortgagee of record) and have it executed and recorded, and
- the transferor servicer to “deactivate” the Mortgage Identification Number (MIN) in the MERS system for reason: “Transfer to Non-MERS Status.”

Transfer of Custodial Documents

The following table describes the information that the transferor servicer must deliver to the transferee document custodian.

✓	**The transferor servicer must**
	Provide notification of the servicing transfer within 30 days after the transfer effective date.
	Provide the transferee document custodian Fannie Mae's consent notice along with Form 629 (which includes the list of mortgage loans that are being transferred).
	Provide the transferee servicer the *Request for Release/Return of Documents* (Form 2009) for any mortgage loans for which required documents will not be transferred.
	Provide the transferee document custodian the trial balances and all data required for recertification in a format agreed upon by the transferor servicer and transferee document custodian.

If there is no change in document custodian and the transferee servicer continues to store the custodial documents with the transferor servicer's document custodian, it must execute the *Master Custodial Agreement* (Form 2017), in accordance with *Fannie Mae's Requirements for Document Custodians* unless the transferee servicer already has a master custodial agreement on file with the transferor servicer's document custodian.

The transferee servicer and the transferor servicer must work out appropriate arrangements for paying the costs of transferring the documents and obtaining the required document recertification in an expeditious manner. Custodial documents must be recertified, even if the documents remain with the transferor's document custodian. If the transferee document custodian encounters issues during the recertification process, the transferee document custodian will work directly with the transferee servicer to cure exceptions. If the transferee servicer cannot cure the recertification exceptions, the transferee servicer must contact its Fannie Mae Servicing Representative (see F-4-02, List of Contacts) for further discussion and resolution.

Custodial Documents for Participation Pool Mortgage Loans

For participation pool mortgage loans that Fannie Mae holds in its portfolio, any original mortgage notes that the transferor servicer has in its possession must be transferred to the transferee document custodian for permanent retention no later than 30 days after the transfer date. To ensure that the transferred documents are appropriately identified, a label showing the Fannie Mae loan number must be affixed to the notes. The documents that are being turned over to the transferee document custodian for custody also must be annotated on the trial balance that is submitted to the transferee document custodian in connection with the servicing transfer.

Recent Related Announcements

The table below provides references to recently issued Announcements that are related to this topic.

Announcements	Issue Date
Announcement SVC-2024-06	November 13, 2024
Announcement SVC-2023-05	October 11, 2023
Announcement SVC-2023-03	May 10, 2023
Announcement SVC-2022-06	August 10, 2022
Announcement SVC-2022-05	July 13, 2022
Announcement SVC-2022-03	May 11, 2022
Announcement SVC-2021-09	December 8, 2021
Announcement SVC-2021-07	October 13, 2021

F-1-12, Preparing to Implement a Workout Option (05/10/2023)

Introduction
This Servicing Guide Procedure contains the following:

- Calculating the Housing Expense-to-Income Ratio for Imminent Default for a Conventional Mortgage Loan Modification
- Calculating the Housing Expense-to-Income Ratio for Imminent Default for a Fannie Mae Short Sale or Fannie Mae Mortgage Release
- Processing the IRS IVES Form 4506-C
- Notifying Fannie Mae of Lead-Based Paint Citations

Calculating the Housing Expense-to-Income Ratio for Imminent Default for a Conventional Mortgage Loan Modification

The servicer must determine the borrower's pre-modification housing expense-to-income ratio as outlined in *Evaluating a Borrower for Imminent Default for Conventional Mortgage Loan Modification Eligibility* in D2-1-01, Determining if the Borrower's Mortgage Payment is in Imminent Default.

The borrower's monthly gross income is defined as the borrower's monthly income amount before any payroll

deductions and includes the following items, as applicable:

- wages and salaries;
- overtime pay;
- commissions;
- fees;
- tips;
- bonuses;
- housing allowances;
- other compensation for personal services;
- Social Security payments (including Social Security received by adults on behalf of minors or by minors intended for their own support); and
- monthly income from annuities, insurance policies, retirement funds, pensions, disability or death benefits, rental income, and other income such as adoption assistance.

> **Note:** The servicer must not consider unemployment insurance benefits or any other temporary sources of income related to employment (such as severance payments) as part of the monthly gross income for mortgage loans being evaluated for a mortgage loan modification.

The servicer must then divide the borrower's pre-modification monthly housing expense on the property securing the mortgage loan, which includes the following items (as applicable), by the borrower's monthly gross income:

- P&I;
- property and flood insurance premiums;
- real estate taxes;
- ground rent;
- fees paid in accordance with a resale restriction agreement or a shared equity transaction agreement, as applicable;
- special assessments;
- HOA dues (including utility charges that are attributable to the common areas, but excluding any utility charges that apply to the individual unit);
- co-op corporation fee (less the pro rata share of the master utility charges for servicing individual units that is attributable to the borrower's unit); and

- any escrow shortage currently included as part of the full monthly contractual payment.

> **Note:** The servicer must exclude monthly mortgage insurance premiums from the monthly housing expense-to-income calculation.

Calculating the Housing Expense-to-Income Ratio for Imminent Default for a Fannie Mae Short Sale or Fannie Mae Mortgage Release

The servicer must determine the borrower's housing expense-to-income ratio as outlined in *Evaluating a Borrower for Imminent Default for a Fannie Mae Short Sale or Fannie Mae Mortgage Release Eligibility* in D2-1-01, Determining if the Borrower's Mortgage Payment is in Imminent Default.

The borrower's monthly gross income is defined as the borrower's monthly income amount before any payroll deductions and includes the following items, as applicable:

- wages and salaries;
- overtime pay;
- commissions;
- fees;
- tips;
- bonuses;
- housing allowances;
- other compensation for personal services;
- Social Security payments (including Social Security received by adults on behalf of minors or by minors intended for their own support); and
- monthly income from annuities, insurance policies, retirement funds, pensions, disability or death benefits, rental income, and other income such as adoption assistance.

> **Note:** The servicer must not consider unemployment insurance benefits or any other temporary sources of income related to employment (such as severance payments) as part of the monthly gross income for mortgage loans being evaluated for a mortgage loan modification

The servicer must then divide the borrower's monthly housing expense on the property securing the mortgage loan, which includes the following items (as applicable), by the borrower's monthly gross income:

- P&I;
- property and flood insurance premiums;

- real estate taxes;
- ground rent;
- fees paid in accordance with a resale restriction agreement or a shared equity transaction agreement, as applicable;
- special assessments;
- HOA dues (including utility charges that are attributable to the common areas, but excluding any utility charges that apply to the individual unit);
- co-op corporation fee (less the pro rata share of the master utility charges for servicing individual units that is attributable to the borrower's unit); and
- any escrow shortage currently included as part of the full monthly contractual payment.

> **Note:** The servicer must exclude monthly mortgage insurance premiums from the monthly housing expense-to-income calculation.

Processing the IRS IVES Form 4506-C

The servicer must obtain the IRS IVES Request for Transcript of Tax Return (IRS IVES Form 4506-C) in accordance with *Determining Whether a Borrower Response Package is Complete* in D2-2-05, Receiving a Borrower Response Package.

The servicer must submit the form to the IRS to obtain a copy of the borrower's tax transcript in the following instances:

- to reconcile inconsistencies between other information the borrower provided [e.g., information the borrower provided in the *Mortgage Assistance Application* (Form 710)] and the income documentation;
- when the borrower is self-employed, and they do not provide the documentation that is outlined in the Form 710; or
- if Fannie Mae requests it.

The servicer is encouraged to use the IRS Income Verification Express Service, which uses secure email to deliver tax return transcripts to servicers.

> **Note:** For borrowers in the USTs (also known as U.S. Possessions), IRS IVES Form 4506-C may not be accepted. Depending on the borrower's UST classification of residency, the borrower may be required to file in the UST or the U.S or may have to file in both the UST and U.S.

The servicer must adhere to all applicable processes for eligible borrowers filing tax returns in UST and obtain all applicable forms when required.

Notifying Fannie Mae of Lead-Based Paint Citations

The following table lists the documentation that the servicer must provide when notifying Fannie Mae of lead-based paint citations in accordance with D2-3.1-06, Notifying Fannie Mae of Lead-Based Paint Citations.

✓	The servicer must provide to Fannie Mae…
	A copy of any document related to lead-based paint law violations or threatened or pending lead-based paint litigation.
	The current value of the property.
	The amount of the outstanding debt secured by the property.
	The number and exact age of each child under eight years of age who are residing in the property.

Recent Related Announcements

The table below provides references to recently issued Announcements that are related to this topic.

Announcements	Issue Date
Announcement SVC-2023-03	May 10, 2023
Announcement SVC-2020-02	June 10, 2020

F-1-13, Processing a Fannie Mae Mortgage Release (Deed-In-Lieu of Foreclosure) (05/10/2023)

Introduction
This Servicing Guide Procedure contains the following:

- Verifying Clear and Marketable Title
- Calculating the Borrower's Housing Expense-to-Income Ratio
- Obtaining a Property Valuation
- Processing a Mortgage Release Transition Option

Verifying Clear and Marketable Title

The servicer must adhere to *General Requirements When Processing a Fannie Mae Mortgage Release* in D2-3.3-02, Fannie Mae Mortgage Release (Deed-in-Lieu of Foreclosure).

The servicer must order a title search. In addition to the title search, the servicer must review the following to determine if the borrower will be able to deliver clear and marketable title:

- readily available information provided by the borrower,
- the borrower's credit report,
- the mortgage loan servicing file, and
- other sources identifying subordinate liens and other claims on title.

Calculating the Borrower's Housing Expense-to-Income Ratio

The servicer must determine the borrower's housing expense-to-income ratio as outlined in *Evaluating a Borrower's Ability to Make a Cash Contribution* in D2-3.3-02, Fannie Mae Mortgage Release (Deed-in-Lieu of Foreclosure).

The borrower's monthly gross income is defined as the borrower's monthly income amount before any payroll deductions and includes the following items, as applicable:

- wages and salaries;
- overtime pay;
- commissions;
- fees;
- tips;
- bonuses;
- housing allowances;
- other compensation for personal services;
- Social Security payments (including Social Security received by adults on behalf of minors or by minors intended for their own support); and
- monthly income from annuities, insurance policies, retirement funds, pensions, disability or death benefits, rental income, and other income such as adoption assistance.

> **Note**: The servicer must not consider unemployment insurance benefits or any other temporary sources of income related to unemployment (such as severance payments), as part of the monthly gross income for mortgage loans being evaluated for a Mortgage Release.

The servicer must then divide the borrower's monthly housing expense on the property securing the mortgage loan, which includes the following items (as applicable), by the borrower's monthly gross income:

- P&I;

- property and flood insurance premiums;
- real estate taxes;
- ground rent;
- fees paid in accordance with a resale restriction agreement or a shared equity transaction agreement, as applicable;
- special assessments;
- HOA dues (including utility charges that are attributable to the common areas, but excluding any utility charges that apply to the individual unit);
- co-op corporation fee (less the pro rata share of the master utility charges for servicing individual units that is attributable to the borrower's unit); and
- any escrow shortage currently included as part of the full monthly contractual payment.

> **Note:** The servicer must exclude monthly mortgage insurance premiums from the monthly housing expense-to-income calculation.

Obtaining a Property Valuation

The servicer must obtain a property valuation for a Mortgage Release or a Mortgage Release transition option in accordance with *Obtaining a Property Valuation and Evaluating the Condition of the Property* in D2-3.3-02, Fannie Mae Mortgage Release (Deed-in-Lieu of Foreclosure).

The property valuation for a Mortgage Release can be

- an interior and exterior inspection of the property in the form of a BPO;
- an interior and exterior inspection of the property in the form of a an appraisal, which must be performed in accordance with USPAP; or
- an AVM.

> **Note**: For a Mortgage Release transition option, the property valuation must be an interior and exterior inspection of the property in the form of
>
> - a BPO; or
> - an appraisal, which must be performed in accordance with USPAP.

The property valuation must be dated or have been refreshed by Fannie Mae within 90 calendar days of the servicer approving the borrower for a Mortgage Release.

The following table provides additional requirements for all property valuations for a Mortgage Release.

✓	The servicer must…
	Request the property valuation order through the Fannie Mae's servicing solution system.
	Include the cost of the property valuation order in the MI claim, when applicable.
	Obtain the results of the property valuation order through Fannie Mae's servicing solutions system within 10 calendar days from the date the servicer submits the request. **Note:** Property valuation results may take longer in the event of unusual market conditions or if access to the property is delayed.

Processing a Mortgage Release Transition Option

The servicer must evaluate the borrower for Mortgage Release transition options and refer the case to Fannie Mae in accordance with *Evaluating a Borrower for Fannie Mae Mortgage Release Transition Options in D2-3.3-02, Fannie Mae Mortgage Release (Deed-in-Lieu of Foreclosure)*.

When the servicer refers the case to Fannie Mae, it must provide the applicable form as outlined in the following table.

If the servicer is referring the borrower for the Mortgage Release transition option that allows the borrower to execute…	Then the servicer must submit a…
a three-month transition option with no rent payment required	*Mortgage Release Program Transition Option Referral Form* (Form 193).
a twelve-month lease with a market rent payment	*Mortgage Release Program Lease Option Referral Form* (Form 187).

Fannie Mae, or its designee, will take the steps necessary to further verify subject property and occupant eligibility. The following table provides the subject property eligibility criteria for a Mortgage Release transition option.

✓	Subject Property Eligibility
	There are no zoning or HOA rental limitations that would prevent a Mortgage Release transition option.
	If a property inspection or property valuation reveals damage to the subject property, the estimated total cost to repair the subject property must be less than 10% of its estimated market value (estimated “As Is” sales price). **Note:** If the estimated total cost to repair the subject property is between 10% and 15% of its estimated market value, the servicer must submit the Mortgage Release transition option to Fannie Mae to obtain prior written approval. A subject property with an estimated total cost for repairs greater than 15% of the estimated market value is not eligible.
	The subject property does not have any environmental contaminations or pose any potential legal risk.
	The subject property is in compliance with local rules and laws, or can be brought into compliance within 30 days.
	The subject property is not within a target area for any corporate, government, or community neighborhood stabilization plan which may need the property as part of the plan for purposes other than residential.
	The rental income, if applicable, is anticipated to cover ongoing maintenance and management costs.

The following table provides the occupant eligibility criteria for a Mortgage Release transition option.

✓	Occupant Eligibility
	Income is sufficient to cover rental payments of not more than 31% of the borrower/tenant’s monthly gross income. **Note**: If the current market rent, which will be set by Fannie Mae’s property management company, is greater than 31% of the borrower/ tenant's monthly gross income, a lease agreement will not be offered. For the Mortgage Release three-month transition option with no rent payment required, this income requirement is not applicable.

✓	Occupant Eligibility
	The occupant agrees to • be responsible for regular maintenance, • keep the property in good condition, and • permit marketing of the property for sale. **Note**: For the Mortgage Release three-month transition option with no rent payment required, the borrower must agree to allow the property to be marketed for sale beginning on the 30th day of the use and occupancy agreement.
	The number of occupants is appropriate for the home and in compliance with local laws and HOA rules, if applicable.
	If pets are present, renter's insurance is obtained, if required.
	The occupants signing the lease agreement must agree to a credit review, and all residents over 18 years of age must have an acceptable background check, including receiving clearance from OFAC.
	There are no signs or reports of illegal activities conducted at the property.
	The property is to be used as a principal residence.

Fannie Mae will inform the servicer whether or not a lease was finalized and whether the Mortgage Release is contingent on the property being vacant.

The servicer must then finalize the Mortgage Release accordingly.

> **Note**: The servicer must notify Fannie Mae if a Mortgage Release is not successfully executed for any case that was approved for Mortgage Release transition options consideration. The servicer must use the *Mortgage Release Program Cancellation Form* (Form 188).

Prior to acceptance of a Mortgage Release in connection with the Mortgage Release transition options, the servicer must ensure that the borrowers execute (in favor of Fannie Mae, the servicer, and their agents) a general release of all claims arising prior to the acceptance of the Mortgage Release which relate in any way to the mortgage loan or the subject property.

For non-delegated cases, where Fannie Mae makes the decision, the servicer has five weeks from Fannie Mae’s approval of the Mortgage Release to complete the transaction to allow enough time for the lease approval process. Delegated servicers that might have a shorter processing time frame are instructed to allow time for the lease approval process when the borrower states an interest in the Mortgage Release transition options.

Recent Related Announcements

The table below provides references to recently issued Announcements that are related to this topic.

Announcements	Issue Date
Announcement SVC-2023-03	May 10, 2023
Announcement SVC-2022-04	June 8, 2022
Announcement SVC-2021-03	June 9, 2021
Announcement SVC-2020-02	June 10, 2020

F-1-14, Processing a Fannie Mae Short Sale (05/10/2023)

Introduction
This Servicing Guide Procedure contains the following:

- Calculating the Borrower's Housing Expense-to-Income Ratio
- Obtaining a Property Valuation

Calculating the Borrower's Housing Expense-to-Income Ratio

The servicer must determine the borrower's housing expense-to-income ratio as outlined in *Evaluating a Borrower's Ability to Make a Cash Contribution* in D2-3.3-01, Fannie Mae Short Sale.

The borrower's monthly gross income is defined as the borrower's monthly income amount before any payroll deductions and includes the following items, as applicable:

- wages and salaries;
- overtime pay;
- commissions;
- fees;
- tips;
- bonuses;
- housing allowances;

- other compensation for personal services;
- Social Security payments (including Social Security received by adults on behalf of minors or by minors intended for their own support); and
- monthly income from annuities, insurance policies, retirement funds, pensions, disability or death benefits, rental income, and other income such as adoption assistance.

> **Note:** The servicer must not consider unemployment insurance benefits or any other temporary sources of income related to employment (such as severance payments), as part of the monthly gross income for mortgage loans.

The servicer must then divide the borrower's monthly housing expense on the property securing the mortgage loan, which includes the following items (as applicable), by the borrower's monthly gross income:

- P&I;
- property and flood insurance premiums;
- real estate taxes;
- ground rent;
- fees paid in accordance with a resale restriction agreement or a shared equity transaction agreement, as applicable;
- special assessments;
- HOA dues (including utility charges that are attributable to the common areas, but excluding any utility charges that apply to the individual unit);
- co-op corporation fee (less the pro rata share of the master utility charges for servicing individual units that is attributable to the borrower's unit); and
- any escrow shortage currently included as part of the full monthly contractual payment.

> **Note:** The servicer must exclude monthly mortgage insurance premiums from the monthly housing expense-to-income calculation.

Obtaining a Property Valuation

The servicer must obtain a property valuation in accordance with *Obtaining a Property Valuation in D2-3.3-01, Fannie Mae Short Sale. The property valuation must be dated or have been refreshed by Fannie Mae within 90 calendar days of the short sale approval.*

The following table provides additional requirements for all property valuations for a short sale.

✓	**The servicer must…**
	Request the property valuation order through Fannie Mae's servicing solutions system.

✓	The servicer must…
	Include the cost of the property valuation order in the MI claim, when applicable.
	Obtain the results of the property valuation order through Fannie Mae's servicing solutions system within 10 calendar days from the date the servicer submits the request. **Note:** Property valuation results may take longer in the event of unusual conditions or if access to the property is delayed.

Recent Related Announcements

The table below provides references to recently issued Announcements that are related to this topic.

Announcement	Issue Date
Announcement SVC-2023-03	May 10, 2023
Announcement SVC-2022-04	June 8, 2022
Announcement SVC-2020-02	June 10, 2020

F-1-15, Processing a Government Mortgage Loan Modification (07/08/2015)

Introduction
This Servicing Guide Procedure contains the following:

- Executing and Recording the Mortgage Loan Modification Agreement

Executing and Recording the Mortgage Loan Modification Agreement

The servicer must execute the mortgage loan modification in accordance with D2-3.2-03, Government Mortgage Loan Modifications.

The following table provides the servicer's requirements for executing and, if applicable, recording the mortgage loan modification agreement based upon the entity that is the mortgagee of record.

If...	Then the servicer...
the servicer is the mortgagee of record	is authorized to execute the applicable mortgage loan modification agreement and, if applicable, submit it for recordation. The servicer must then take the following actions: • send a copy of the executed mortgage loan modification agreement to the borrower and to the mortgage insurer or guarantor, • submit the original executed mortgage loan modification agreement (and recorded, if applicable) to the appropriate custodian, and • place a copy in the mortgage loan servicing file.
MERS is the mortgagee of record	
Fannie Mae is the mortgagee of record and has given the servicer a LPOA that allows it to execute this type of mortgage loan modification on Fannie Mae's behalf	
Fannie Mae is the mortgagee of record, but has not given the servicer a LPOA that allows it to execute this type of mortgage loan modification on Fannie Mae's behalf	must send the original mortgage loan modification agreement to Fannie Mae's SF CPM division (see F-4-02, List of Contacts) for execution. The servicer must send the mortgage loan modification agreement under cover of a transmittal letter that specifies the following: • the type of action being requested, • whether the mortgage loan modification agreement will need to be recorded in the public records after it is executed, and • an address to which the executed mortgage loan modification agreement should be returned. Fannie Mae will execute the mortgage loan modification agreement and return it to the servicer, regardless of whether the executed mortgage loan modification agreement needs to be recorded. **Note:** If the mortgage loan modification agreement needs to be recorded, the servicer must submit it for recordation.

Recent Related Announcements

There are no recently issued Announcements related to this topic.

F-1-16, Processing a Repayment Plan (05/10/2017)

Introduction
This Servicing Guide Procedure contains the following:

- Requesting an Extension of a Repayment Plan
- Preparing a Written Agreement or Evaluation Notice for a Repayment Plan

Requesting an Extension of a Repayment Plan

The servicer must obtain Fannie Mae's prior written approval for an extension of a repayment plan or a repayment plan greater than 12 months in accordance with *Repayment Plan Terms* in D2-3.2-02, Repayment Plan.

The servicer must send its recommendation along with the items listed in the following table to its Fannie Mae Servicing Representative (see F-4-02, List of Contacts).

✓	**The servicer's request regarding a repayment plan must include…**
	A copy of the repayment plan.
	A complete BRP.
	Evidence of the mortgage insurer's or guarantor's approval of the proposed repayment plan, if applicable.

Preparing a Written Agreement or Evaluation Notice for a Repayment Plan

The servicer must prepare a written agreement or Evaluation Notice in accordance with *Repayment Plan Terms in D2-3.2-02, Repayment Plan.*

Subject to compliance with applicable law, the written agreement or Evaluation Notice must comply with the requirements shown in the following table.

✓	**The written agreement or *Evaluation Notice* must include...**
	The terms of the agreement, including, as applicable: • the repayment schedule for making additional payment when the borrower resumes regular monthly payments, and the date by which the default will be cured and the mortgage loan will be brought current under the terms of the repayment plan. • Any other information as required by applicable law.
	A provision that permits the servicer to initiate or resume foreclosure if the terms of the agreement are not satisfied by the borrower.
	For any second lien mortgage loan, a provision for automatic termination of the relief plan when the first lien mortgage loan goes into foreclosure.

In the case of a written agreement or Evaluation Notice that is not signed by the borrower, unless prohibited by law, the servicer must include appropriate language to provide that, by making a payment under or acting in accordance with the terms of the agreement, the borrower is further confirming the borrower's agreement to the terms specified in the written agreement or Evaluation Notice.

Recent Related Announcements

There are no recently issued Announcements related to this topic.

F-1-17, Processing a Transfer of Ownership (11/13/2024)

Introduction
This Servicing Guide Procedure contains the following:

- Obtaining MI Approval for a Conventional Mortgage Loan
- Responding to a Title Transferred via Grant Deed
- Completing a Transfer of Ownership

Obtaining MI Approval for a Conventional Mortgage Loan

The servicer must process a transfer of ownership in accordance with *Chapter D1-4, Transfers of Ownership*.

When a transfer of ownership occurs for a mortgage loan, obtaining the mortgage insurer's approval is either

- part of the credit review process, or
- not required unless the borrower requests a release of liability.

The servicer must review the MI policy for the specific provision regarding transfers of ownership, assumptions and releases of liability.

Responding to a Title Transferred via Grant Deed

The servicer must evaluate all transfers of ownership as required in *Chapter D1-4, Transfers of Ownership.* *When the servicer becomes aware of a property transfer through Grant Deed, it must complete the actions shown in the following table.*

✓	**The servicer must…**
	Continue to report credit information related to a mortgage loan delinquency (including the acceptance of a Mortgage Release or the initiation of foreclosure proceedings) to credit bureaus in the borrower's name.
	Determine that the title to the property is clear and marketable (by obtaining a title bring-down).
	File an *Acquisition or Abandonment of Secured Property* (IRS Form 1099-A) if it accepts a Mortgage Release or acquires title to the property through foreclosure, using the borrower's name and Social Security number (rather than a third-party company's name and Tax Identification Number). The servicer should not file a *Cancellation of Debt (IRS Form 1099-C) since no debt is being canceled because Fannie Mae will not accept a short payoff from the third-party company and will continue to hold the borrower liable.*

Completing a Transfer of Ownership

The servicer must process any transfer of ownership in accordance with *Chapter D1-4, Transfers of Ownership.* The servicer must complete the applicable procedure in the following table depending on the type of transaction.

> **Note:** Regardless of the type of transaction in the table below, for all assumption types, the servicer must update the MERS eRegistry to provide notice of the assumption agreement for eMortgages and send the executed agreement to Fannie Mae's eVault via MERS eDelivery.

<table>
<tr><th>Type of Transaction</th><th colspan="2">Servicer Action</th></tr>
<tr><td rowspan="4">An Exempt Transaction</td><td colspan="2">The servicer must process the transfer of ownership as described in the following table.
Note: Fannie Mae does not require an exempt transferee to assume the mortgage loan except in connection with a release of liability or in conjunction with a mortgage loan modification.</td></tr>
<tr><td>If...</td><td>Then the servicer must...</td></tr>
<tr><td>Fannie Mae is the owner of record for the mortgage loan</td><td>• prepare an assumption or assumption and release agreement, as applicable, and either
◦ execute the agreement on Fannie Mae’s behalf if it has an assignment of mortgage, or
◦ prepare the assignment of mortgage and send it to Fannie Mae’s SF CPM division (see F-4-02, List of Contacts) for execution.

Note: Once Fannie Mae returns the executed assignment of mortgage to the servicer, the servicer is authorized to execute the assumption or assumption and release agreement, as applicable, must record the agreement if required by applicable law, and must send a copy of the executed agreement (original recorded, if applicable) to its document custodian.</td></tr>
<tr><td>the servicer is the owner of record for the mortgage loan</td><td>• execute the assumption or assumption and release agreement, as applicable;
• record the agreement if required by applicable law; and
• send a copy of the executed agreement (original recorded, if applicable) to its document custodian.</td></tr>
</table>

<table>
<tr><th>Type of Transaction</th><th colspan="2">Servicer Action</th></tr>
<tr><td rowspan="4">A Transfer Subject to State Law Restrictions</td><td colspan="2">The servicer must process the transfer of ownership as described in the following table. The servicer must include a release of liability provision in the transfer instruments if the borrower requested a release of liability and the mortgage insurer agreed to it.</td></tr>
<tr><td>If...</td><td>Then...</td></tr>
<tr><td>Fannie Mae is the owner of record for the mortgage loan</td><td>the servicer must either
• execute the appropriate transfer documents on Fannie Mae’s behalf if it has an assignment of mortgage
◦ an assumption or assumption and release agreement, as applicable, if there is no change in the interest rate; or
◦ a mortgage loan modification and assumption or assumption and release agreement, as applicable, if the interest rate changes; or
• prepare the assignment of mortgage and send it to Fannie Mae’s SF CPM division (see F-4-02, List of Contacts) for execution.

Note: Once Fannie Mae returns the executed assignment of mortgage to the servicer, the servicer is authorized to execute the appropriate documents, as applicable, must record the document(s) if required by applicable law, and must send a copy of the executed document(s) (original recorded, as applicable) to its document custodian.</td></tr>
<tr><td>the servicer is the owner of record for the mortgage loan</td><td>the servicer
• is authorized to execute the appropriate documents, as applicable;
• must record the document(s) if required by applicable law; and
• must send a copy of the executed document(s) (original recorded, if applicable) to its document custodian.</td></tr>
<tr><td colspan="2">Regardless of the owner of record for the mortgage loan, if the servicer is required by applicable law to record the executed transfer documents, the servicer should request a title bring-down from the title insurer. The bring-down must
• change the effective date of the mortgage title policy to the date the transfer instruments were recorded, and
• insure the mortgage loan as modified by the recorded agreement.</td></tr>
</table>

<table>
<tr><th>Type of Transaction</th><th colspan="2">Servicer Action</th></tr>
<tr><td rowspan="3">A Conventional Mortgage Loan With No Due-on-Sale Provision</td><td colspan="2">The servicer must process the transfer of ownership as described in the following table, if the release of liability is approved.</td></tr>
<tr><td>If...</td><td>Then the servicer must...</td></tr>
<tr><td>Fannie Mae is the owner of record for the mortgage loan</td><td>• prepare an assumption or assumption and release agreement, as applicable, and either
◦ execute the agreement on Fannie Mae’s behalf if it has an assignment of mortgage, or
◦ prepare the assignment of mortgage and send it to Fannie Mae’s SF CPM division (see F-4-02, List of Contacts) for execution.

Note: Once Fannie Mae returns the executed assignment of mortgage to the servicer, the servicer is authorized to execute the assumption or assumption and release agreement, as applicable, must record the agreement if required by applicable law, and must send a copy of the executed agreement (original recorded, as applicable) to its document custodian.</td></tr>
<tr><td>the servicer is the owner of record for the mortgage loan</td><td>• execute the assumption or assumption and release agreement, as applicable;
• record the agreement if required by applicable law; and
• send a copy of the executed agreement (original recorded, if applicable) to its document custodian.</td></tr>
</table>

<table>
<tr><th>Type of Transaction</th><th colspan="2">Servicer Action</th></tr>
<tr><td rowspan="3">A Non-Exempt Transaction With an Exception due to the Loan Type and Creditworthy Purchaser</td><td colspan="2">The servicer must process the transfer of ownership as described in the following table. The servicer must include a release of liability provision in the agreement if the borrower requested a release of liability and the mortgage insurer agreed to it.</td></tr>
<tr><td>If...</td><td>Then the servicer must...</td></tr>
<tr><td>Fannie Mae is the owner of record for the mortgage loan</td><td>• prepare an assumption or assumption and release agreement, as applicable, and either
◦ execute the agreement on Fannie Mae’s behalf if it has an assignment of mortgage, or
◦ prepare the assignment of mortgage and send it to Fannie Mae’s SF CPM division (see F-4-02, List of Contacts) for execution.

Note: Once Fannie Mae returns the executed assignment of mortgage to the servicer, the servicer is authorized to execute the agreement, must record the agreement if required by applicable law, and must send a copy of the executed agreement (original recorded, as applicable) to its document custodian.</td></tr>
<tr><td>the servicer is the owner of record for the mortgage loan</td><td>• execute the assumption or assumption and release agreement, as applicable;
• record the agreement if required by applicable law;
• send a copy of the executed agreement (original recorded, if applicable) to its document custodian; and
• instruct its Fannie Mae investor reporting system representative to change Fannie Mae’s accounting records to reflect the addition of this lifetime interest rate change limitation.</td></tr>
</table>

<table>
<tr><th>Type of Transaction</th><th colspan="2">Servicer Action</th></tr>
<tr><td></td><td colspan="2">Note: When the transfer of ownership involves an ARM that does not include a lifetime interest rate change limitation in its terms, the servicer must include the following language in the assumption or assumption and release agreement, as applicable:
“The interest rate I am required to pay after I assume this mortgage obligation and for the entire term of this mortgage loan will never be greater than __ percent.”
In addition, if the mortgage loan is convertible to a fixed-rate mortgage loan, the servicer also must include the following sentence:
“This limitation also applies if I exercise my option to convert to a fixed-rate mortgage loan.”
To determine the appropriate interest rate to insert in this provision, the servicer should add 6% to the sum of the mortgage margin and the index that is in effect on the date that the assumption statement is prepared. If the transaction has not closed within 30 days, the servicer should establish a new rate based on the latest available index.</td></tr>
<tr><td rowspan="4">An Assumption of a Delinquent Mortgage Loan</td><td colspan="2">The servicer must process the transfer of ownership as described in the following table.</td></tr>
<tr><td>If...</td><td>Then the servicer must...</td></tr>
<tr><td>Fannie Mae is the mortgagee of record and the servicer does not have an assignment of mortgage</td><td>• prepare the assignment of mortgage, and
• send the assignment of mortgage to Fannie Mae’s SF CPM division (see F-4-02, List of Contacts) for execution.

Note: Once Fannie Mae returns the executed assignment of mortgage to the servicer, the servicer is authorized to execute the assumption or assumption and release agreement, as applicable, must record the agreement if required by applicable law, and must send a copy of the executed agreement (original recorded, if applicable) to its document custodian.</td></tr>
<tr><td>the servicer (or MERS) is the mortgagee of record, or if Fannie Mae is the mortgagee of record and the servicer has an assignment of mortgage</td><td>• execute the assumption or assumption and release agreement, as applicable;
• record the agreement if required by applicable law; and
• send a copy of the executed agreement (original recorded, if applicable) to its document custodian.</td></tr>
<tr><td colspan="2">Regardless of the owner of record for the mortgage loan, if the servicer is required by applicable law to record the executed transfer documents, the servicer should request a title bring-down from the title insurer. The bring-down must
• change the effective date of the mortgage title policy to the date the transfer instruments were recorded, and
• insure the mortgage loan as modified by the recorded agreement.</td></tr>
</table>

<table>
<tr><th>Type of Transaction</th><th colspan="2">Servicer Action</th></tr>
<tr><td rowspan="3">An FHA or VA Mortgage Loan</td><td colspan="2">The servicer must process the transfer of ownership as described in the following table.</td></tr>
<tr><td>If...</td><td>Then the servicer must...</td></tr>
<tr><td>Fannie Mae is the owner of record for the mortgage loan</td><td>• prepare an assumption or assumption and release agreement, as applicable, and either
◦ execute the agreement on Fannie Mae’s behalf if it has an assignment of mortgage; or
◦ prepare the assignment of mortgage and send it, along with proof that FHA or VA, as applicable, approved the release of liability, if applicable, to Fannie Mae’s SF CPM division (see F-4-02, List of Contacts) for execution.

Note: Once Fannie Mae returns the executed assignment of mortgage to the servicer, the servicer is authorized to execute the assumption or assumption and release agreement, as applicable, must record the agreement if required by applicable law or applicable FHA/VA program requirements, and must send a copy of the executed agreement (original recorded, if applicable) to its document custodian.</td></tr>
<tr><td>the servicer is the owner of record for the mortgage loan</td><td>• execute the assumption or assumption and release agreement, as applicable;
• record the agreement if required by applicable law or applicable FHA/VA program requirements; and
• send a copy of the executed agreement (original recorded, if applicable) to its document custodian.</td></tr>
</table>

Recent Related Announcements

The table below provides references to recently issued Announcements that are related to this topic.

Announcements	Issue Date
Announcement SVC-2024-06	November 13, 2024
Announcement SVC-2022-02	April 13, 2022
Announcement SVC-2019-03	May 15, 2019

F-1-18, Processing a Workout Incentive Fee (10/11/2023)

Introduction
This Servicing Guide Procedure contains the following:

- Incentive Fee for a Repayment Plan
- Incentive Fee for a Mortgage Loan Modification or a Payment Deferral
- Incentive Fee for a Short Sale
- Incentive Fee for a Mortgage Release

Incentive Fee for a Repayment Plan

The servicer must evaluate a mortgage loan for workout options in accordance with D2-3.1-01, Determining the Appropriate Workout Option.

When a repayment plan is considered to be the appropriate workout option, Fannie Mae will review eligibility for the repayment plan incentive fee and make the final determination based on information provided by the servicer; therefore, the servicer is not required to submit requests for payment of repayment plan incentive fees. Repayment plan incentive fees on eligible mortgage loans will be sent to the servicer on a monthly basis.

After a repayment plan is established, the following criteria must be satisfied:

- the servicer must report the repayment plan using Fannie Mae's servicing solutions system by the second business day of the month following the month the plan was entered into with the borrower; and
- the servicer must continue to report each month that the borrower is on a repayment plan until the mortgage loan becomes current, the borrower defaults on the terms of the repayment plan, or the mortgage loan is liquidated.

Incentive Fee for a Mortgage Loan Modification or a Payment Deferral

The servicer must evaluate a mortgage loan for workout options in accordance with D2-3.1-01, Determining the Appropriate Workout Option.

An incentive fee payment for an eligible mortgage loan modification or a payment deferral will be disbursed as outlined in the following table.

Step	Required Action
1	The servicer enters a closed case into Fannie Mae's servicing solutions system.

Step	Required Action
2	Fannie Mae reviews eligibility for the mortgage loan modification or payment deferral incentive fee and makes the determination based on information provided by the servicer through Fannie Mae's servicing solutions system.
3	If eligible, Fannie Mae pays the incentive fee on a monthly basis. **Note:** The servicer must not submit a *request for expense reimbursement* for the incentive fee.

Also see *Reimbursing Fannie Mae for a Workout Incentive Fee Related to a Cancelled Mortgage Loan Modification or Payment Deferral* in F-1-05, Expense Reimbursement for the requirements for reimbursing Fannie Mae for a previously paid workout incentive fee when a mortgage loan modification or payment deferral is cancelled.

Incentive Fee for a Short Sale

The servicer must evaluate a mortgage loan for workout options in accordance with D2-3.1-01, Determining the Appropriate Workout Option.

An incentive fee payment for an eligible short sale is disbursed as outlined in the following table.

Step	Required Action
1	The servicer enters a closed case into Fannie Mae's servicing solutions system.
2	Fannie Mae reviews eligibility for the short sale incentive fee and makes the determination based on information provided by the servicer through Fannie Mae's servicing solutions system.
3	If eligible, Fannie Mae pays the incentive fee on a monthly basis two months following the month in which the short sale was closed in Fannie Mae's servicing solutions system. **Note**: The servicer must not submit a *request for expense reimbursement* for the incentive fee.

Incentive Fee for a Mortgage Release

The servicer must evaluate a mortgage loan for workout options in accordance with D2-3.1-01, Determining the Appropriate Workout Option.

An incentive fee payment for an eligible Mortgage Release is disbursed as outlined in the following table.

Step	Required Action
1	The servicer enters a closed case into Fannie Mae's servicing solutions system.
2	Fannie Mae reviews eligibility for the Mortgage Release incentive fee and makes the determination based on information provided by the servicer through Fannie Mae's servicing solutions system.
3	If eligible, Fannie Mae pays the incentive fee on a monthly basis two months following the month in which the Mortgage Release was closed in Fannie Mae's servicing solutions system. **Note**: The servicer must not submit a *request for expense reimbursement* for the incentive fee.

Recent Related Announcements

The table below provides references to recently issued Announcements that are related to this topic.

Announcements	Issue Date
Announcement SVC-2023-05	October 11, 2023
Announcement SVC-2020-04	September 9, 2020

F-1-19, Processing a Military Indulgence (12/20/2023)

Introduction
This Servicing Guide Procedure contains the following:

- Determining the Monthly Mortgage Payment Amount
- Determining the Servicing Fee Amount
- Reporting Military Indulgence to Fannie Mae
- Requesting Reimbursement for Advances

Determining the Monthly Mortgage Payment Amount

The servicer must grant a reduction in the interest rate to 6% in accordance with *Reducing the Interest Rate* in D2-3.4-01, Military Indulgence.

The two methods for determining monthly mortgage loan payment amounts owed for mortgage loans for which the interest rate is reduced to 6% are described in the following table.

Method	Rationale
Standard Amortization Method and Payments	This method is based upon a recalculated amortization schedule with interest at the rate of 6% and the actual remaining term of the mortgage loan.
Interest Subsidy Amortization Method and Payments	This method is based on the amortization schedule (or schedules, in the case of an ARM) that would have applied if the servicemember had remained a civilian. Each new payment is calculated as the sum of the next monthly principal installment called for by the applicable amortization schedule plus monthly interest at the rate of 6% based on the prior period's scheduled ending UPB (i.e., the principal balance scheduled to be outstanding immediately prior to the applicable due date). This method results in an amount that increases each month, usually in a minimal amount. Accordingly, the servicer must adjust the payment periodically (at least annually) to ensure that the payment is sufficient to cover, in full, both the monthly principal installments called for by the applicable amortization schedule and interest accruing at 6%. Fannie Mae requires that payments be applied first to principal, rather than interest, so that amortization stays on the schedule that would have applied if the servicemember had remained a civilian. Failure to recalculate the payment periodically will result in a servicemember interest payment at less than 6%.

The servicer must perform the action in the following table in order to advance the LPI date depending upon the mortgage loan type.

If the mortgage loan was delinquent when the servicemember entered active duty status and the mortgage loan is…	Then the servicer must...
a portfolio mortgage loan or a PFP mortgage loan	take the following steps: 1. Capitalize the delinquent interest by increasing the UPB and advancing the LPI date to bring the mortgage loan to a current status. 2. Use this balance to calculate the new monthly payment, based on the 6% interest rate and using the standard amortization method.

If the mortgage loan was delinquent when the servicemember entered active duty status and the mortgage loan is…	Then the servicer must…
an MBS mortgage loan	take the following steps: 1. Hold the payments collected at the recalculated interest rate of 6% as unapplied funds. 2. Apply the funds when they are sufficient to pay the oldest delinquent installment (P&I) in full, with interest at the rate that was in effect when the installment came due. 3. Repeat this process until all the delinquent installments have been paid. 4. Apply payments to installments that came due after the amount owed was recalculated, based on the 6% interest rate and either the standard or the interest subsidy amortization method.

Fannie Mae, as the mortgage holder, will absorb the cost of this interest rate reduction.

> **Note:** ARM loans placed under military indulgence require special treatment while an eligible servicemember is on active duty. Pursuant to the SCRA, the mortgage loan must be treated as a fixed-rate mortgage loan bearing interest at 6%, unless the applicable adjustable rate would be lower. This occurs with either the standard amortization method or the interest subsidy amortization method, in determining payments that come due after the date on which the servicemember reports for active U.S. military duty.
> Any scheduled interest rate adjustments that would result in a rate in excess of 6% must be forgiven during the period of active duty. However, the servicer must never charge the servicemember a higher rate than they would have been charged if they had remained a civilian.

The servicer must change the installment to reflect the contractual interest rate for any period after active duty ends in which the SCRA requires an interest rate reduction to 6% to either the

- pre-military fixed rate, or
- the latest applicable interest rate for an ARM loan.

This will ensure that the servicemember is charged interest at 6% during whatever portion of the month they were on active duty. The following table provides requirements for recalculating the servicemember’s monthly mortgage loan payment after military service.

If...	And the mortgage loan is...	Then the servicemember's monthly mortgage loan payment after service will be...
the standard amortization method was used	a fixed-rate mortgage loan	the payment they had before the interest rate reduction.
	an ARM loan	calculated by re-amortizing the UPB that is scheduled to be outstanding immediately following the last payment that is owed at the reduced rate of 6% at the latest applicable interest rate.
the interest subsidy amortization method was used	a fixed-rate mortgage loan	the payment they had before the interest rate reduction.
	an ARM loan	the full payment as calculated and reported to Fannie Mae as of the scheduled interest change date that most recently precedes the servicemember's release from active duty.

Determining the Servicing Fee Amount

The servicer must grant a reduction in the interest rate to 6% in accordance with *Reducing the Interest Rate* in D2-3.4-01, Military Indulgence.

Once the servicer has reduced the interest rate to 6%, it must calculate its servicing fee on the UPB of the mortgage loan at the beginning of each month and not use a percentage-of-interest factor to determine the fee to ensure that it will continue to receive the same, or nearly the same, servicing fee that it would have received had the interest rate not been reduced to 6%.

> **Note:** With the standard amortization method, there will be a slight difference because principal will amortize faster.

Reporting Military Indulgence to Fannie Mae

The servicer must notify Fannie Mae when it places a mortgage loan under military indulgence in accordance with the *Servicing Guide.* The servicer must notify Fannie Mae by completing the actions shown in the following table.

If the mortgage loan is....	Then the servicer must...
a portfolio mortgage loan or a PFP mortgage loan	• Complete the *SCRA Reporting and Disbursement Request Form* (Form 1022) when the servicer ◦ reduces the servicemember's interest rate; ◦ puts other forms of military indulgence into effect that changes the servicemember's payment; ◦ changes the servicemember's payment, if the interest subsidy amortization method is used; or ◦ changes the interest rate back to its pre-military interest rate (or the applicable adjusted rate, for an ARM); and • Send an email with the completed Form 1022 to the Exceptions Transaction Management Unit at sailors_and_soldiers@fanniemae.com. **Note:** The servicer must submit Form 1022 no later than the ninth business day of the month. Requests received after the ninth business day of the month will be processed the following month.
an MBS mortgage loan	Submit the notification via a file upload on the Fannie Mae investor reporting system. **Note**: The servicer must complete the upload no later than the 15th calendar day of the month. Uploads received after the 15th calendar day of the month will be processed the following month.

If military indulgence (in addition to reduction of the interest rate to 6%) is granted in connection with a delinquency, the servicer must also report the granting of military indulgence in the first delinquency status information report it transmits to Fannie Mae after the date the additional military indulgence was granted.

> **Note:** If the mortgage loan is an ARM, the servicer must report through Fannie Mae's investor reporting system a Transaction Code 83: Monthly Rate/Payment Change, as each scheduled interest rate adjustment is due. Also see the *Investor Reporting Manual.*

Requesting Reimbursement for Advances

The servicer may request reimbursement for advances made under a military indulgence in accordance with the *Servicing Guide.* The process for requesting reimbursement for advances made under a military indulgence varies according to whether the mortgage loan is a portfolio mortgage loan or an MBS mortgage loan, as shown in the following table.

If the mortgage loan is...	Then...
a portfolio mortgage loan	Fannie Mae will adjust its investor reporting system records to reflect the 6% interest rate and new P&I payments (calculated in accordance with either the standard method or the interest subsidy method) upon receipt of Form 1022. The servicer will not have to advance any interest and no request for reimbursement is necessary. **Note:** If the interest subsidy amortization method is used, the servicer must notify Fannie Mae by submitting Form 1022 to sailors_and_soldiers@fanniemae.com to notify Fannie Mae of any change in the monthly installment while the mortgage loan is under military indulgence.
a PFP mortgage loan	• regardless of remittance type, Fannie Mae will not adjust its investor reporting system records. • the servicer must submit Form 1022 to sailors_and_soldiers@fanniemae.com by the ninth business day in order to request an adjustment be made to the servicer's shortage surplus account for the current month. **Note**: Requests received after the ninth business day will be processed the following month.
an MBS mortgage loan	• regardless of remittance type, Fannie Mae will not adjust its investor reporting system records; • the servicer must submit the mortgage loan information through Fannie Mae's investor reporting system; and • once the mortgage loan has been submitted through Fannie Mae's investor reporting system, the servicer must only resubmit if ◦ corrections are needed, ◦ there is an early release, or ◦ service has been extended.

Fannie Mae will continue to make disbursements for the amount of the interest rate reduction through the military indulgence end date plus one year. The disbursements will be funded two days prior to the end of the month in the custodial account that the servicer has assigned for military indulgence funds. Once a mortgage loan is reclassified from the MBS pool, the servicer must submit Form 1022 to have the rates updated effective the month after the reclassification.

The servicer's request for reimbursement will also differ based on the type of amortization method used. The following table provides additional instructions depending on amortization method.

If the servicer uses…	Then…
the standard amortization method	there will be a discrepancy between Fannie Mae's records and the servicer's records, not only with respect to the interest rate, but also between principal scheduled to be collected from the servicemember versus the principal scheduled to be paid to MBS investors. To correct this principal discrepancy, each month the servicer must • remit a reconciling principal curtailment in the amount of the difference between the principal scheduled to be applied to the mortgage note (which is based on re-amortization with 6% interest over the remaining term), compared to the scheduled principal that is due to security holders (which is based on the amortization schedule, or schedules in the case of an ARM, that would have applied if the servicemember had remained a civilian); **Note**: Since this principal is collected from the mortgagor, it is not necessary to submit a reimbursement request for principal to Fannie Mae. (The sum of the interest reduction advanced by the servicer and reimbursed by Fannie Mae, plus the reduced servicemember payment, is more than the amount that would have been advanced to Fannie Mae had the servicemember remained a civilian by an excess amount that Fannie Mae applies on its records as the principal curtailment.) • identify the principal curtailment on all pool reconciliations; and • report the principal curtailment as unscheduled principal during security balance reporting period. (No reconciling principal curtailment is needed with the interest subsidy method because the principal portion of each monthly servicemember payment is the amount specified by the amortization schedule, or schedules in the case of an ARM, that would have applied if the servicemember had remained a civilian.) **Note**: If the servicer fails to report the reconciling principal curtailment at the MBS pool level, it will have a pool-to-security balance reconciliation problem.

If the servicer uses…	Then…
the interest subsidy method	no reconciling principal curtailment needs to be reported. The servicer must, however, adhere to the following: • apply payments to principal before interest (so that amortization stays on the applicable schedule).The amount necessary to cover, in full, both the monthly principal installments called for by the applicable amortization schedule and the interest accruing at 6% will increase each month, although usually by an immaterial amount; and • recalculate the payment at least annually, to avoid a material underpayment of interest. **Note:** Request for reimbursement is not required. Fannie Mae is not required to reimburse for interest insofar as the payment the servicemember owes is insufficient to pay interest at the rate of 6% in full.

Recent Related Announcements

The table below provides references to recently issued Announcements that are related to this topic.

Announcements	Issue Date
Announcement SVC-2023-06	December 20, 2023

F-1-20, Remitting and Accounting to Fannie Mae (11/13/2024)

Introduction
This Servicing Guide Procedure contains the following:

- Remitting a P&I Payment to Fannie Mae for a Summary Reporting Actual/Actual Mortgage Loan
- Remitting a P&I Payment to Fannie Mae for a Detailed Reporting Actual/Actual Mortgage Loan
- Remitting a P&I Payment to Fannie Mae for a Scheduled/Actual Mortgage Loan
- Remitting a P&I Payment to Fannie Mae for a Scheduled/Scheduled Mortgage Loan
- Remitting through the CRS
- Remitting a Special Remittance
- Remitting Short Sale Proceeds
- Remitting MBS Guaranty Fees and Charges
- Remitting Other Fees and Charges
- Remitting Payoff Proceeds
- Remitting Third-Party Sales Proceeds to Fannie Mae

- Remitting a Settlement Received for a Mortgage Loan
- Determining the Payoff Date for a Scheduled/Scheduled Mortgage Loan

Remitting a P&I Payment to Fannie Mae for a Summary Reporting Actual/Actual Mortgage Loan

The servicer must report its remittances for summary reporting actual/actual remittance type mortgage loans to Fannie Mae in the CRS in accordance with C-3-01, Responsibilities Related to Remitting P&I Funds to Fannie Mae.

The servicer must report its remittances to Fannie Mae via CRS

- whenever the total amount collected is greater than $2,500 after the servicer deducts its servicing fees,
- at least once a month if the total amount collected was less than $2,500 after the servicer deducts its servicing fees, and/or
- on the first work day of each month if there were any collections on the last work day in the preceding month that were not remitted because they were received after the 4 p.m. ET deadline for electronically transmitting remittance transactions to Fannie Mae.

The following table outlines requirements if the servicer does not receive its collection activity reports in time to ensure that accumulated collections can be remitted to Fannie Mae in accordance with Fannie Mae's required schedule.

✓	**The servicer must...**
	Make a reasonable estimate of the funds due.
	Base its remittance transmission on that estimate.

The servicer must calculate its estimate by using either

- its preceding remittance transmission amount, or
- management reports that show its past average remittance for that particular day of the month.

When the actual collection report is available, the servicer must adjust its remittance by

- immediately remitting any additional funds that are due, or
- reducing its next remittance transmission by the overremitted amount.

> **Note**: The detailed reporting actual/actual mortgage loans do not follow the same remittance guidelines as the summary reporting actual/actual remittances. For details, also see *Remitting P&I Payments to Fannie Mae for Detailed Reporting, Actual/Actual Mortgage Loans*.

Remitting a P&I Payment to Fannie Mae for a Detailed Reporting Actual/Actual Mortgage Loan

The following table provides instructions for detailed reporting for actual/actual mortgage loans in accordance with C-3-01, Responsibilities Related to Remitting P&I Funds to Fannie Mae.

✓	**The servicer must...**
	Report any activity daily, as received. Any activity reported automatically initiates a draft of the remittance amount from the servicer's custodial account within 48 hours.
	Report mortgage loan activity to Fannie Mae through Fannie Mae's investor reporting system as transactions occur. Transactions may include P&I payments, principal curtailments, payoffs, etc.

Remitting a P&I Payment to Fannie Mae for a Scheduled/Actual Mortgage Loan

The servicer must make all P&I payments due to Fannie Mae for scheduled/actual remittance type mortgage loans available for drafting on the 20th calendar day of each month (or the preceding business day if the 20th is not a business day), in accordance with C-3-01, Responsibilities Related to Remitting P&I Funds to Fannie Mae. Funds drafted will be based on all mortgage loan activity reported for the prior month.

> **Note:** To assist the servicer in ensuring it will have sufficient funds in its drafting account, Fannie Mae will provide the electronic draft notice on its website by the third business day of each month.

Remitting a P&I Payment to Fannie Mae for a Scheduled/Scheduled Mortgage Loan

The servicer of a scheduled/scheduled mortgage loan must remit scheduled P&I to Fannie Mae in accordance with C-3-01, Responsibilities Related to Remitting P&I Funds to Fannie Mae.

Remittance Requirements

The procedure for remitting required P&I payments for scheduled/scheduled remittance type mortgage loans differs based on the type of mortgage loan (portfolio or MBS). The following table provides remitting instructions for scheduled/scheduled remittance type mortgage loans.

Mortgage Loan Type	The servicer must...
Portfolio mortgage loan	Make all funds due to Fannie Mae available for drafting by the 18th calendar day of the month (or the preceding business day if the 18th is not a business day). **Note:** To assist the servicer in ensuring it will have sufficient funds in its drafting account, Fannie Mae will provide the electronic draft notice on its website by the third business day of each month.
MBS mortgage loan	Determine the date by which funds must be available for drafting by Fannie Mae based on which remittance cycle (and, in some instances, on which remittance date) the servicer selected when it created the MBS pool. **Note**: To assist the servicer in ensuring it will have sufficient funds in its drafting account, Fannie Mae will provide the electronic draft notice on its website by the third business day of each month.

For MBS mortgage loans, the procedure differs based on the type of remittance cycle (standard, RPM, or MBS Express). The following table provides remittance requirements based on the remittance cycle specific to MBS mortgage loans.

Remittance Cycle	Remittance Requirements
Standard	Funds must be available for drafting on the 18th calendar day of the month (or the preceding business day if the 18th is not a business day). • For pools that have a sixth day of the month designated remittance date, the funds must be available for drafting on the fifth day of the month. • For pools that have other designated remittance dates, the funds must be available for drafting on the designated remittance date (or the preceding business day if the designated remittance date is not a business day).
RPM	Funds must be available for drafting on the designated remittance date.

Remittance Cycle	Remittance Requirements
MBS Express	Funds must be available for drafting on two different dates depending on the type of funds being remitted. • Remittances related to unscheduled principal (payoffs, curtailments, repurchases, and other removals) must be in the servicer's designated draft account in time for Fannie Mae to draft them on the fourth business day of the month after they were collected. • Remittances related to scheduled P&I must be in the servicer's designated draft account in time for Fannie Mae to draft them on the 18th calendar day of the month (or the preceding business day if the 18th is not a business day).

Stop Delinquency Advance Process

When a special servicing option portfolio or MBS mortgage loan with a scheduled/scheduled remittance type becomes four consecutive months delinquent, Fannie Mae will place it in the Stop Delinquency Advance process and suspend drafting delinquency advances from the servicer's custodial account. While the mortgage loan is in the Stop Delinquency Advance process, the servicer must continue to:

- report mortgage loan activity to Fannie Mae; and
- advance guaranty fees and excess servicing fees, as applicable.

If the servicer collects one or more full contractual payments while the mortgage loan remains in the Stop Delinquency Advance process, Fannie Mae will draft these funds and first apply them to recover advances made by Fannie Mae on behalf of the servicer. Once Fannie Mae has recovered all its advances, the servicer may then retain subsequent contractual payments to recover delinquent P&I advances it has made.

Fannie Mae will remove a mortgage loan from the Stop Delinquency Advance process under certain events, including those set forth in the following table. The table also summarizes additional servicer responsibilities, and the actions Fannie Mae will take, depending on how the mortgage loan exits the process.

If...	Then...
The mortgage loan is removed from the trust and reclassified as an actual/actual remittance type mortgage loan (including for a pending mortgage loan modification)	• The servicer is no longer required to advance P&I. • Fannie Mae will reimburse the servicer for any outstanding delinquency advances.

If...	Then...
The mortgage loan becomes current (including when the borrower completes an applicable home retention workout option)	• The servicer must resume remitting scheduled P&I to Fannie Mae. • Fannie Mae will draft P&I from the servicer's custodial account each month, beginning with the applicable draft date for P&I due for the month in which the mortgage loan became current. • If the mortgage loan was brought current through a completed payment deferral (or when a mortgage loan modification is completed for a portfolio mortgage loan or a PFP mortgage loan that remains a scheduled/scheduled remittance type after removal from the MBS pool), Fannie Mae will reimburse the servicer for any delinquency advances up to that point.
The mortgage loan is paid off or repurchased	Fannie Mae will draft the servicer's custodial account for any outstanding P&I.
The mortgage loan is liquidated (such as through foreclosure, short sale, or Mortgage Release)	Fannie Mae will reimburse the servicer for any outstanding delinquency advances.

Remitting through the CRS

The CRS relies on remittance codes, which are unique to specific transactions, to identify monies related to the individual remittances the servicer reports. (See Fannie Mae's *CRS User Guide* for a list of these codes.) Each remittance type code must be linked to a single drafting account. This account can be either the P&I custodial account for the applicable remittance type or a consolidated account the servicer uses for MBS P&I or for all other remittance types.

In the CRS, the servicer must provide bank instructions to Fannie Mae by 8 p.m. ET, one day prior to the effective date and remit the draft amount at any time up until Fannie Mae's cut-off time at 4 p.m. ET. The servicer is authorized to change the information for individual drafts at any time prior to its transmission of the information to Fannie Mae. After bank instructions and remittance amount are provided to Fannie Mae, Fannie Mae will then draft the servicer's designated account using the ACH system.

The following table summarizes the reporting requirements the servicer must use when remitting funds in CRS for mortgage loans with an actual/actual remittance type, in accordance with C-3-01, Responsibilities Related to Remitting P&I Funds to Fannie Mae.

If the servicer must report via...	Then the servicer must report remittances...
Summary reporting	When collections are enough to require the funds to be remitted to Fannie Mae. Fannie Mae will draft the related funds from the servicer's designated drafting account on the following business day.
Detailed reporting	Daily, as received. This initiates a draft of the remittance amount from the servicer's custodial account on the next business day after loan activity is reported.

> **Note**: For additional information on compensatory fees that may be assessed for late remittances, also see A1-4.2-01, Compensatory Fees Other Than Delays in the Liquidation Process.

Remitting a Special Remittance

The servicer must report special remittances for all mortgage loans it services to Fannie Mae via CRS, in accordance with C-3-01, Responsibilities Related to Remitting P&I Funds to Fannie Mae.

There are several remittance type codes the servicer can use for reporting special remittances to Fannie Mae. (See *CRS User Guide* for a list of remittance type codes). Each special remittance must have a corresponding Fannie Mae loan number entered in CRS.

Each remittance type code must be linked to a single bank account. See F-1-03, Establishing and Implementing Custodial Accounts for additional information on establishing bank account instructions.

Remitting Short Sale Proceeds

For portfolio mortgage loans, PFP mortgage loans, and special servicing option MBS mortgage loans, the servicer must remit short sale proceeds to Fannie Mae in accordance with C-1.2-02, Processing Short Sale Proceeds, by taking the actions described in the following table.

✓	The servicer must...
	Remit the short sale proceeds via CRS as a special remittance using special remittance code 357. **Note:** Do NOT submit as code 001.
	Remit any borrower cash contributions associated with the short sale using special remittance code 324.

✓	The servicer must...
	Remit the short sale proceeds to Fannie Mae within two business days of the servicer's receipt of the net sale proceeds, but no later than three business days after the short sale.
	Include the Fannie Mae loan number where indicated.
	Contact its assigned Fannie Mae Investor Reporting Representative (see F-4-02, List of Contacts) with any questions related to remitting short sale proceeds.

For regular servicing option MBS mortgage loans, shared-risk special servicing option MBS mortgage loans, regular servicing option RD mortgage loans, or any mortgage loans subject to some type of recourse or other credit enhancement arrangement, the servicer must remit the short sale proceeds just as it would remit a full payoff of any other regular servicing option MBS mortgage loan since the servicer must absorb any losses and expenses related to the short sale.

Also see Reporting a Liquidation to Fannie Mae in the *Investor Reporting Manual* for instructions on how to remove the mortgage loan from Fannie Mae's active accounting records.

Remitting MBS Guaranty Fees and Charges

Fannie Mae initiates drafts for guaranty fees, guaranty fee buydown charges, and deposits for guaranty fee buyup charges, in accordance with C-3-01, Responsibilities Related to Remitting P&I Funds to Fannie Mae.

Remittance Requirements

The following table lists the steps the servicer must follow to enable successful drafts/deposits for guaranty fees and buydown/buyup charges.

Step	Servicer Action
1	Designate a custodial bank account from which Fannie Mae will process the fees. See F-1-03, Establishing and Implementing Custodial Accounts for detailed requirements.
2	Retrieve the electronic draft notice (or "bill") from Fannie Mae's website. This notice shows the amount due for guaranty fees, any guaranty fee buydown charges, any adjustment to offset any guaranty fee buyup payment that Fannie Mae owes the servicer, and the total net amount due Fannie Mae.

Step	Servicer Action
3	Review the draft notice for accuracy. If the net of the fees and charges the servicer calculates does not agree with the amount shown on the draft notice, the servicer must contact its Fannie Mae Investor Reporting Representative (see F-4-02, List of Contacts) immediately to provide details on the amount and nature of the discrepancy. Fannie Mae will review its records to validate the discrepancy the servicer identified and make any necessary adjustments to the bill.
4	Remit the fees and charges to the designated custodial account so they are available to Fannie Mae on the seventh calendar day of the month, or on the preceding business day if the seventh is not a business day.

Guaranty Fee Relief Process

When a scheduled/scheduled remittance type MBS mortgage loan becomes four consecutive months delinquent, Fannie Mae will place the mortgage loan in the Guaranty Fee Relief process and suspend drafting guaranty fees from the servicer's custodial account. While the mortgage loan is in the Guaranty Fee Relief process, the servicer must continue to report mortgage loan activity to Fannie Mae.

If the servicer collects one or more full contractual payments while the mortgage loan is in the Guaranty Fee Relief process, Fannie Mae will draft the guaranty fee amount associated with the contractual payment. Fannie Mae will first apply such funds to recover the outstanding guaranty fees due to Fannie Mae. Once Fannie Mae has recovered all its outstanding guaranty fees, the servicer may then retain subsequent guaranty fee amounts to recover delinquent guaranty fee advances it has made.

Fannie Mae will remove a mortgage loan from the Guaranty Fee Relief process under certain events, including those set forth in the following table. The table also summarizes additional servicer responsibilities, and the actions Fannie Mae will take, depending on how the mortgage loan exits the process.

If...	Then...
The mortgage loan is removed from the trust and reclassified as an actual/actual remittance type mortgage loan (including for a pending mortgage loan modification)	The servicer is no longer responsible for remitting guaranty fees to Fannie Mae.

If...	Then...
The mortgage loan becomes current (including when the borrower completes an applicable home retention workout option)	• The servicer must resume remitting guaranty fees to Fannie Mae. • Fannie Mae will draft the guaranty fee from the servicer's designated custodial account each month, beginning with the applicable draft date for the guaranty fee due for the month in which the mortgage loan became current. **Note**: See *Reimbursement for Expenses Associated with Workout Options* in F-1-05, Expense Reimbursement for when Fannie Mae will reimburse guaranty fees for a mortgage loan with a completed payment deferral.
The mortgage loan is paid off or repurchased	The servicer is no longer responsible for remitting guaranty fees to Fannie Mae.
The mortgage loan is liquidated (such as through foreclosure, short sale, or Mortgage Release)	The servicer is no longer responsible for remitting guaranty fees to Fannie Mae.

Remitting Other Fees and Charges

All other fees and charges due Fannie Mae, such as upfront commitment fees or pair-off or extension fees, must all be deposited into a single custodial account that has been designated as the draft account and entered into the CRS. The servicer must deposit the funds for the applicable fees or charges to be remitted prior to the date on which Fannie Mae will draft the funds. The following table provides additional information regarding when Fannie Mae will draft certain other fees, in accordance with C-3-01, Responsibilities Related to Remitting P&I Funds to Fannie Mae.

Type of Fee	Fannie Mae will draft the account...
Upfront commitment fees related to negotiated case commitments	The day following the request for the contract, without providing any advance notification.

Type of Fee	Fannie Mae will draft the account...
Fees related to pair-offs, or extensions of cash commitments or contracts that are request by a seller/servicer	The business day following the seller/servicer's request for the pair-off or extension. Fannie Mae will draft the account on the business day following the extended expiration date or following the expiration of the additional time period it allows for processing pending purchases before an automatic pair-off takes place, if the fees relate to • an automatic five-day extension of a commitment or contract, or • an automatic pair-off of the remaining balance of an expired commitment or contract. Fannie Mae will provide the seller/servicer with advance notification of its draft.

Remitting Payoff Proceeds

The following table provides the schedule and remittance requirements for remitting mortgage loan payoff proceeds to Fannie Mae, in accordance with C-3-02, Remitting Payoff Proceeds.

Mortgage Loan Type	Requirements for Remitting Payoff Proceeds
Actual/Actual Remittance Type Mortgage Loan	If the payoff proceeds are greater than $2,500, they must be remitted to Fannie Mae immediately. Otherwise, the servicer must remit the payoff proceeds under the servicer's regular remittance schedule. The servicer must remit • the UPB; • the full amount of the interest due, up to but not including, the payoff date; • FHA servicer charges, if applicable; and • any prepayment premium, if applicable. **Note:** The servicer may deduct its applicable servicing fees and any unapplied buydown funds Fannie Mae may be holding.

Mortgage Loan Type	Requirements for Remitting Payoff Proceeds
Scheduled/Actual Remittance Type Mortgage Loan	The servicer must remit the payoff proceeds to Fannie Mae as part of its regular monthly remittance, by the 20th day of the month following the month in which they were received, or any other negotiated remittance date. The servicer must remit Fannie Mae's share of • the UPB; • one-half of one month's interest, calculated at the net certificate yield of the PTR for a whole mortgage loan; and • any prepayment premium, if Fannie Mae agreed that such a premium could be collected and requires it to be remitted to Fannie Mae.
Scheduled/Scheduled Remittance Type Mortgage Loan	The servicer must remit the payoff proceeds as part of its regular monthly remittance • on the standard remittance day of the 18th calendar day of the month following the month in which they were received; • by the early remittance day the servicer specified under the RPM for MBS remittances; or • by the 4th business day of the month, if the loan is in an MBS Express pool. The remittance amount to Fannie Mae will vary by mortgage loan type as follows: • Portfolio mortgage loans: ◦ scheduled UPB of the mortgage loan, and ◦ a full month's interest calculated at the PTR of the mortgage loan. • MBS mortgage loans: ◦ a full month's interest calculated at the pass-through rate of the mortgage loan unless the liquidation was process on the first business day and reported to Fannie Mae by the second business day, and ◦ any prepayment premium, if Fannie Mae agreed that such a premium could be collected and requires it to be remitted to Fannie Mae. **Note**: Because the servicer is required to remit a full month's interest to Fannie Mae, the servicer must use its own funds to cover the difference between the interest Fannie Mae is due and the interest collected from the borrower when a mortgage loan is paid off before the end of the month.

For FHA Title I loans, the scheduled for remitting funds depends on the remittance type for the mortgage loan. The servicer must remit

- the UPB, and
- the full amount of interest due through the end of the payoff month.

> **Note:** The servicer may deduct its applicable servicing fee.

Remitting Third-Party Sales Proceeds to Fannie Mae

The servicer must remit all third-party sales proceeds to Fannie Mae regardless of whether or not the sale is finalized or falls through in accordance with E-3.5-02, Handling Third-Party Sales.

If the sale is finalized, the amount that must be remitted to Fannie Mae is:

- up to the total mortgage indebtedness, including the UPB of the mortgage loan and interest (based on the applicable PTR) for the period from the due date of the LPI to the latter of the liquidation or settlement date; or
- the restricted resale price (as determined in accordance with the resale restriction agreement or shared equity transaction agreement, as applicable).

However, if state law requires that the sheriff deduct fees from the sale proceeds, the servicer must remit the proceeds less such deductions to Fannie Mae along with an itemization of the deducted fees.

The servicer must submit a *request for expense reimbursement for any reimbursable expenses.*

The servicer must not submit any sales proceeds that remain after Fannie Mae has been paid the amount it is due—and after the servicer has been reimbursed for its expenses and advances—because these proceeds must be distributed as provided for under local statutory requirements.

Any premium refunds (minus the portion that may be required to reimburse Fannie Mae or the servicer for advances Fannie Mae made) must be disbursed as shown in the following table.

If the mortgage loan is...	Then the payment must be made to the...
FHA	third-party purchaser
Conventional, VA, or RD	borrower

For a VA mortgage loan, the servicer must file a claim under the guaranty if the third party's bid was more than VA's "upset price," but less than the total indebtedness. The servicer also may file a claim under FHA's claim without conveyance procedure for an FHA mortgage loan that was endorsed for insurance on or after November 30, 1983. For additional information, see *Section E0–4.5, Filing MI Claims for Liquidated Properties.*

Remitting a Settlement Received for a Mortgage Loan

The servicer must remit any claim or sales proceeds it receives to Fannie Mae, by adhering to the instructions shown in the following table.

✓	The servicer must...
	Immediately deposit the funds into its P&I custodial account.

✓	The servicer must...
	Report the receipt of funds in its accounting reports for the current month.
	Remit funds to Fannie Mae on the remittance date in the month following their receipt.

Determining the Payoff Date for a Scheduled/Scheduled Mortgage Loan

The following table outlines how the servicer must determine the payoff date.

If...	Then...
a scheduled/scheduled remittance type mortgage loan payoff is handled by a settlement attorney or closing agent	the servicer can consider the mortgage loan as being paid off on the settlement (or closing) date, even if it does not receive the funds for several days.
a mortgage loan payoff comes directly from the borrower	the servicer can consider the mortgage loan paid off on the day the servicer receives the funds.

Recent Related Announcements

The table below provides references to recently issued Announcements that are related to this topic.

Announcements	Issue Date
Announcement SVC-2024-06	November 13, 2024
Announcement SVC-2023-06	December 20, 2023
Announcement SVC-2023-04	July 12, 2023
Announcement SVC-2023-03	May 10, 2023
Announcement SVC-2022-05	July 13, 2022
Announcement SVC-2022-03	May 11, 2022

Announcements	Issue Date
Announcement SVC-2021-07	October 13, 2021
Announcement SVC-2020-03	July 15, 2020

F-1-21, Reporting a Delinquent Mortgage Loan via Fannie Mae's Servicing Solutions System (10/11/2023)

Introduction
This Servicing Guide Procedure contains the following:

- When to Report Delinquency Status Information
- What to Report for a Delinquent Mortgage Loan
- How to Report Delinquent Status Information
- How to Identify and Correct Exceptions
- Delinquency Status Code File Layout
- Delinquency Status Code Hierarchy and Definitions
- Reason for Delinquency Codes

When to Report Delinquency Status Information

The servicer must report delinquency status information to Fannie Mae through Fannie Mae's servicing solutions system in accordance with D2-4-01, Reporting a Delinquent Mortgage Loan to Fannie Mae.

By the second business day of each month, the servicer must report delinquency status information as part of its next scheduled delinquency status report for any mortgage loan, including regular servicing option MBS mortgage loans, that was either

- 30 or more days delinquent as of the last day of the preceding month; or
- for which an action was taken to manage the delinquency (such as granting forbearance, agreeing to a mortgage loan modification, filing for bankruptcy, etc.) during the preceding month, even if the mortgage loan was current or less than 30 days delinquent.

What to Report for a Delinquent Mortgage Loan

The servicer must advise Fannie Mae of the action it plans to take or has taken until the mortgage loan becomes current (or liquidated) by reporting

- the appropriate delinquency status code that best describes the latest action the servicer has taken to manage a delinquency or, if that failed, to liquidate the mortgage loan (see *Delinquency Status Code Hierarchy and Definitions for additional information);*

> **Note:** The reporting of a specific delinquency status code does not relieve the servicer of the need to satisfy other requirements Fannie Mae has regarding providing its Fannie Mae Servicing Representative (see F-4-02, List of Contacts) with advance notice about a given action or requesting Fannie Mae's prior approval before it takes a particular action;

- the effective date of the delinquency status being reported, if applicable (e.g., the month in which mortgage loan payments first become subject to a forbearance or repayment plan or the month in which the borrower files a bankruptcy action, etc.);
- the workout option program type code, if applicable;
- the completion date of the delinquency status being reported, if applicable; and
- the reason for delinquency.

> **Note:** Several different "reason for delinquency" codes could apply to an individual mortgage loan; however, the servicer must report the one that appears to be the primary reason for the borrower's failure to make their monthly payments.

The data submitted must be accurate, complete, timely, and must agree with the servicer's records. Fannie Mae relies on accurate reporting by a servicer to track compliance with timing requirements and restrictions.

The following table indicates what the servicer must report when the mortgage loan was reported to Fannie Mae as delinquent in the prior reporting cycle.

When a mortgage loan was reported in the prior reporting cycle and…	Then the servicer…
none of delinquency status information has changed	must re-transmit the same delinquency status information that it previously reported for the mortgage loan.
the delinquency status information has changed	must report the new delinquency status information. **Note:** The servicer must report the delinquency status code; the effective date and completion date of the delinquency status being reported, if applicable; and the "reason for delinquency" code even if only one of them has changed.

When a mortgage loan was reported in the prior reporting cycle and…	Then the servicer…
a delinquency status code no longer applies because the mortgage loan has been reinstated (and the servicer reported a current LPI date through Fannie Mae's investor reporting system)	will no longer need to report delinquency status information to Fannie Mae for that mortgage loan.
a delinquency status code no longer applies because the mortgage loan has been liquidated (and the servicer reported a liquidation action code through Fannie Mae's investor reporting system)	

How to Report Delinquent Status Information

The servicer is authorized to transmit delinquency status information to Fannie Mae through Fannie Mae's servicing solutions system or via business-to-business electronic file transfer. The record layout for the servicer's delinquent mortgage loan file extract must be the same regardless of the transmission method it chooses. See *Delinquency Status Code File Layout* for additional information.

How to Identify and Correct Exceptions

On the second calendar day following the second business day of the month, Fannie Mae will make the following reports related to invalid and illogical reporting of delinquency status and reason codes available in AMN:

- Delinquency Exception Summary Report-summarizes the types of exceptions for a particular servicer, and
- Delinquency Exception Details Report-provides the loan level details for the various exceptions.

The servicer must obtain and review these reports. The following table outlines the actions that the servicer must take to reconcile any exceptions identified by Fannie Mae.

Step	Servicer Action
1	Determine the appropriate corrections to resolve each exception.
2	By the 10th calendar day of the month in which the exception report was issued, make corrections through Fannie Mae's servicing solutions system.

Step	Servicer Action
3	On the 11th calendar day of the month, receive from Fannie Mae • an updated final exception report, and • a summary of what was reported during the month.
4	Use the final exception reports to reconcile the information on its systems.

Delinquency Status Code File Layout

The record layout detailed in the following table must be used for the delinquent mortgage loan file extract.

#	Data Element	Position	Format	Required Field	Definition
1	Servicer Number	1-9	9 N/ 9(9)	Yes	Fannie Mae-assigned servicer number.
2	Space	10	X(1)	Yes	
3	Fannie Mae Loan Number	11-20	10 AN / 9(10)	Yes	10-digit unique Fannie Mae-assigned loan number.
4	Space	21	X(1)	Yes	
5	Delinquency Status Code	22-23	2 AN / X(2)	Yes	The latest action or stage of a specific action for a mortgage in each reporting cycle.
6	Space	24	X(1)	Yes	
7	Reason for Delinquency Code	25-27	3 AN / X(3)	Yes	Describes the circumstance that appears to be the primary contributing factor to the delinquency.
8	Space	28	X(1)	Yes	

#	Data Element	Position	Format	Required Field	Definition
9	Default Effective Date	29-36	8 N / 9(8)	Required for codes 09, 12, 15, 17, 80, BF and AW.	Date the delinquency status code becomes effective.
10	Space	37	X(1)	Yes	
11	Default Completion Date	38-45	8 N / 9(8)	Required for codes 09, 12,15, 17 and BF.	Date the delinquency status was completed.
12	Space	46	X(1)	Yes	
13	Forbearance Program Type Code	47	1 N / X(1)	Required for reporting forbearance program type	Indicates what type of forbearance plan the borrower is on: • 0 = Forbearance
14	Space	48	X(1)	Yes	
15	Imminent Default Indicator	49	1 N / X(1)	Required for reporting when the Forbearance Program Type Code is a value other than 0.	Indicates the loan has been placed in forbearance because the borrower has been determined to be in imminent default. • 1 = YES or • 0 = NO or Space (Empty)
16	Space	50	X(1)	Yes	

#	Data Element	Position	Format	Required Field	Definition
17	Forbearance Program Payment Amount	51 -61	11 N / 9(8).99	Required for reporting when the Forbearance Program Type Code is a value other than 0.	The forbearance program payment amount is the amount agreed to, not the actual amount received. If the value is short of length, prefix with zeros and suffix with zeros after the decimal.
18	Space	62	X(1)	Yes	
19	Forbearance Program Payment Date	63 -70	8 AN / X(1)	Required for reporting forbearance program payment date	Date the forbearance payment was received during the last reporting month.
20	Space	71	X(1)	Yes	
21	Ninety Plus New Layout Indicator	72-75	4 AN / X(4)	Required for reporting forbearance program	Enter 4 spaces.
22	Space	76	X(5)	Yes	

Delinquency Status Code Hierarchy and Definitions

Each of the delinquency status codes in the following tables can be applied to a given mortgage loan at any point in the delinquency process. The codes are not always mutually exclusive; however, the servicer must report only one code (that may change from month to month) based on Fannie Mae's delinquency status code hierarchy for each delinquent mortgage loan in each reporting cycle.

When multiple delinquency status codes are applicable to an individual loan, the servicer must use the appropriate delinquency status code in the highest priority. Priority Level 1, Priority Level 2, and Priority Level 3 delinquency status codes are mutually exclusive, meaning only one delinquency status code within each priority level can apply during a reporting cycle. If the most appropriate delinquency status code is in a priority level in which the codes are not mutually exclusive, the servicer must determine the delinquency status code that best describes the latest action it has taken to cure the delinquency or to liquidate the mortgage loan.

The servicer must continue to report the appropriate delinquency status code based on the hierarchy and the

effective date of the action taken until the delinquency has been resolved or the delinquency status action is complete.

> **Note:** If the description does not provide a definition of the effective date, then the servicer must report the date the action was taken.

> **Note:** Unlike Fannie Mae's other workout options, payment deferrals do not have a unique workout option delinquency status code. As a result, in the month in which the payment deferral is completed and the mortgage loan is reflected as current in Fannie Mae's investor reporting system, if no other delinquency status code is applicable to a mortgage loan subject to a payment deferral, the servicer is not required to report delinquency status information to Fannie Mae.

Priority Level 1		
Codes for Approved Workout Options		
Code	**Name**	**Definition**
BF	Trial Modification	The borrower has been approved to participate in a mortgage loan modification that requires a Trial Period Plan, even if the borrower files bankruptcy. This code should remain until all scheduled Trial Period Plan payments have been received and the delinquency status code is changed to reflect the most appropriate status. • The **Effective Date** is the first day of the month in which the first Trial Period Plan payment is due. • The **Completion Date** is the last day of the month in which the Trial Period Plan has ended.
09	Forbearance	The servicer has authorized a temporary suspension of payments or has agreed to accept payments less than the borrower's scheduled monthly payment for a specified period of time.
17	Short Sale Approved/Offer Received	A contract or offer has been received for a short sale and Fannie Mae has approved the offer. • The **Effective Date** is the date on which the contract or offer is received. • The **Completion Date** is the anticipated closing date.

Priority Level 1		
Codes for Approved Workout Options		
Code	**Name**	**Definition**
12	Repayment Plan	The servicer has an agreement with the borrower for the acceptance of regularly scheduled monthly payments plus an additional amount over a prescribed number of months to bring the mortgage loan current. • The **Effective Date** is the first scheduled monthly or biweekly payment due under the repayment plan. • The **Completion Date** is the last scheduled payment date.
27	Assumption	An assumption of the mortgage loan debt has been assumed by a third-party. In this scenario, a Trial Period Plan or mortgage loan modification has not been offered to the new borrower. **Note**: If an assumption is completed with a modification, the servicer must report either the Trial Period Plan or Modification code.
28	Modification	The borrower has successfully completed all scheduled mortgage modification Trial Period Plan payments and the Loan Modification Agreement has been sent to the borrower. This code should remain until the loan has been converted to a permanent modification.
29	Charge-off	Fannie Mae has agreed that it is not in its best interests to pursue collection efforts or legal actions against the borrower because of a reduced value for the property, a low outstanding mortgage loan balance, or the presence of certain environmental hazards on the property.
32	Military Indulgence	The servicer has granted a delinquent servicemember a stay of foreclosure proceedings under a military indulgence or any similar applicable law.
44	Mortgage Release	Fannie Mae authorized the servicer to accept a voluntary conveyance of the property instead of acquiring the property through foreclosure proceedings.

Priority Level 2		
Complete Borrower Response Package		
Code	**Name**	**Definition**
H5	Complete BRP	The completed BRP has been received. This code must only be reported in the month the complete BRP is received. If an approved workout option (Level 1) was established in the same reporting cycle in which the complete BRP was received, the servicer must report the appropriate workout delinquency status code. • The **Effective Date** is the date that the completed workout package is received.

Priority Level 3		
Bankruptcy-related Codes		
Code	**Name**	**Definition**
3L	Bankruptcy Chapter 7 – Asset Case	Notification to Fannie Mae that the Chapter 7 bankruptcy will remain in effect longer than normal due to trustee-found assets.
3M	Bankruptcy – Property Surrendered	The property has been surrendered as part of the bankruptcy.
59	Chapter 12 Bankruptcy	The borrower has filed for bankruptcy under Chapter 12 of the U.S. Bankruptcy Code.
65	Chapter 7 Bankruptcy	The borrower has filed for bankruptcy under Chapter 7 of the U.S. Bankruptcy Code. **Note**: If the Chapter 7 is an Asset Case, the servicer must report the delinquency status code – 3L.
66	Chapter 11 Bankruptcy	The borrower has filed for bankruptcy under Chapter 11 of the U.S. Bankruptcy Code.

Priority Level 3		
Bankruptcy-related Codes		
Code	**Name**	**Definition**
67	Chapter 13 Bankruptcy	The borrower has filed for bankruptcy under Chapter 13 of the U.S. Bankruptcy Code. The Chapter 13 has not been confirmed by the bankruptcy court.
69	Chapter 13 Bankruptcy Plan – Post-Petition Period Utilize	The Chapter 13 plan has been confirmed by the bankruptcy court. • The **Effective Date** is the first month after the month in which the plan is confirmed.
Priority Level 4		
Foreclosure-related Codes		
Code	**Name**	**Definition**
20	Reinstatement	The servicer has accepted funds from a borrower on a mortgage loan that is in foreclosure to be applied to the loan to partially reinstate the mortgage loan.
24	Drug Seizure	The DOJ (or any other state or federal agency) has decided to seize (or has seized) a property under the forfeiture provision of the Controlled Substances Act.
30	Third-Party Sale	A successful third-party bidder was awarded the property at the foreclosure sale.
31	Probate	The servicer cannot pursue (or complete) foreclosure action because proceedings relating to a deceased borrower's estate are in process. This code must be reported until probate is resolved.
33	Contested or Litigated Foreclosure	The file is in a contested or litigated foreclosure status and is pending resolution. • The **Effective Date** is the date on which the answer to the complaint was filed or litigation was engaged.

Priority Level 4		
Foreclosure-related Codes		
Code	**Name**	**Definition**
43	Foreclosure	The servicer has referred the case to an attorney (or trustee) to take legal action to acquire the property through a foreclosure sale.
61	Second Lien Considerations	Applies to a second lien mortgage loan to indicate that the servicer is evaluating the advantages and disadvantages of pursuing a foreclosure action or recommending that the debt be charged off.
63	Veterans Affairs—Refund	The Department of Veterans Affairs has requested information about a VA-guaranteed mortgage loan the servicer referred for foreclosure in order to reach a decision about whether to accept an assignment for purposes of refunding the mortgage loan to avoid foreclosure.
71	Foreclosure Sale Scheduled	The foreclosure sale is scheduled. • The **Effective Date** is the date on which the foreclosure sale is initially scheduled to occur.
94	Judgment or Decree Entered	The mortgage loan is in foreclosure and the judgment or decree has been entered. The code should remain until the foreclosure sale is scheduled.
95	Foreclosure Sale Continued	The foreclosure sale was delayed as a result of postponement, attorney delay, or other reason.
BE	Title Issue in Progress	The foreclosure proceedings are delayed due to title issues and are pending resolution.
BG	Pre-File Mediation/ Mediation	The mortgage loan has been referred to mediation. For loans that have been previously referred to an attorney for foreclosure, this code must not be used until the servicer is notified by the attorney that the loan has been referred to mediation. Once notified of the referral to mediation, this code must then replace the existing status code.

Priority Level 5		
Collection-related Codes		
Code	**Name**	**Definition**
AW	Quality Right Party Contact	QRPC has been established but the servicer has not identified a specific solution for resolving the borrower's delinquency. This code must only be reported for one month. • The **Effective Date** is the date that the QRPC was established.
15	Short Sale Approved/Marketing Property	The borrower has been approved to participate in a short sale and is actively marketing the property, but an offer has not yet been received or the borrower is making reduced or suspended payments during a short sale marketing period. • The **Effective Date** is the date the borrower has been approved to participate in a short sale. • The **Completion Date** is the anticipated ending date of the property listing.
42	Delinquent, No Action	The mortgage loan is 30+ days delinquent, but the servicer has not taken legal action. The servicer must then report this code until the servicer is able to achieve QRPC and determine an appropriate course of action.
80	Breach Letter Sent	The breach or acceleration letter has been sent and the mortgage loan has not yet been referred to an attorney (or trustee) for foreclosure proceedings. • The **Effective Date** is the date on which the breach letter was sent.

Priority Level 6		
Other Codes		
Code	**Name**	**Definition**
26	Refinance	The servicer is aware that the borrower is pursuing an arrangement whereby the existing first-lien mortgage loan will be refinanced (paid off). **Note:** This code must only be reported for one month.
49	Assignment	A mortgage loan is in the process of being assigned to the insurer or guarantor.

Reason for Delinquency Codes

Code	Name	Definition
001	Death of Borrower	The delinquency is attributable to the death of the borrower.
002	Illness of Borrower	The delinquency is attributable to a prolonged illness that keeps the borrower from working and generating income.
003	Illness of Borrower's Family Member	The delinquency is attributable to the borrower having incurred extraordinary expenses as the result of the illness of a family member (or having taken on the sole responsibility for repayment of the mortgage debt as the result of the co-borrower's illness).
004	Death of Borrower's Family Member	The delinquency is attributable to the borrower having incurred extraordinary expenses as the result of the death of a family member (or having taken on the sole responsibility for repayment of the mortgage debt as the result of the co-borrower's death).
005	Marital Difficulties	The delinquency is attributable to problems associated with a separation or divorce, such as a dispute over ownership of the property, a decision not to make payments until the divorce settlement is finalized, a reduction in the income available to repay the mortgage debt.

Code	Name	Definition
006	Curtailment of Income	The delinquency is attributable to a reduction in the borrower's income, such as a garnishment of wages, a change to a lower paying job, reduced commissions or overtime pay, or loss of a part-time job.
007	Excessive Obligations and Energy-Environment Costs	The delinquency is attributable to the borrower having incurred excessive • debts (either in a single instance or as a matter of habit) that prevent them from making payments on both those debts and the mortgage debt, or • energy-related costs or costs associated with the removal of environmental hazards in, on, or near the property.
008	Abandonment of Property	The delinquency is attributable to the borrower having abandoned the property for reason(s) that are not known by the servicer (because the servicer has not been able to locate the borrower).
009	Distant Employment Transfer	The delinquency is attributable to the borrower being transferred or relocated to a distant job location and incurring additional expenses for moving and housing in the new location, which affects their ability to pay both those expenses and the mortgage debt.
011	Property Problem	The delinquency is attributable to the condition of the improvements or the property (for example, substandard construction, expensive and extensive repairs needed, subsidence of sinkholes on property, impaired rights of ingress and egress) or the borrower's dissatisfaction with the property or the neighborhood.
012	Inability to Sell Property	The delinquency is attributable to the borrower having difficulty in selling the property.
013	Inability to Rent Property	The delinquency is attributable to the borrower needing rental income to make the monthly payments and having difficulty in finding a tenant for a one-unit investment property or for one- or four-unit property.

Code	Name	Definition
014	Military Service	The delinquency is attributable to the borrower having entered active duty status and their military pay not being sufficient to enable the continued payment of the existing mortgage debt.
015	Other	The delinquency is attributable to reasons that are not otherwise included in this list of applicable codes.
016	Unemployment	The delinquency is attributable to a reduction in income resulting from a borrower having lost their job.
017	Business Failure	The delinquency is attributable to a self-employed borrower having a reduction in income and/or excessive obligations that are the direct result of the failure of their business to remain a viable entity or, at least, to generate sufficient profit that the borrower can rely on to meet their personal obligations.
019	Casualty Loss	The delinquency is attributable to the borrower having incurred a sudden, unexpected property loss as a result of fire, storm, theft, earthquake, or flood.
023	Servicing Problems	The delinquency is attributable to the borrower being dissatisfied with the way the servicer is servicing the mortgage loan or with the fact that servicing of the mortgage loan has been transferred to a new servicer.
026	Payment Adjustment	The delinquency is attributable to the borrower being unable to make a new payment that resulted from an increase related to a scheduled payment change for a graduated-payment or ARM loan; increased monthly escrow accruals that are needed to pay higher taxes, insurance premiums, or special assessments; or the spreading of the amount needed to repay an escrow shortage over the next year.

Code	Name	Definition
027	Payment Dispute	The delinquency is attributable to a disagreement between the borrower and the servicer about the amount of the monthly payment, the acceptance of a partial payment, or the application of previous payments that results in the borrower's refusal to make the payment(s) until the dispute is resolved.
029	Transfer of Ownership Pending	The delinquency is attributable to the borrower having agreed to sell the property and deciding not to make any additional payments.
030	Fraud	The delinquency is attributable to a legal dispute arising out of a fraudulent or illegal action that occurred in connection with the origination of the mortgage loan (or later).
031	Unable to Contact Borrower	The reason for the delinquency cannot be ascertained because the borrower cannot be located or has not responded to the servicer's inquiries.
INC	Incarceration	The delinquency is attributable to the borrower having been jailed or imprisoned (regardless of whether they are still incarcerated).

Recent Related Announcements

The table below provides references to recently issued Announcements that are related to this topic.

Announcements	Issue Date
Announcement SVC-2023-05	October 11, 2023
Announcement SVC-2021-04	July 14, 2021
Announcement SVC-2021-01	January 20, 2021
Announcement SVC-2020-07	December 9, 2020
Announcement SVC-2020-04	September 9, 2020
Announcement SVC-2020-02	June 10, 2020

Announcements	Issue Date
Announcement SVC-2020-01	February 12, 2020

F-1-22, Reporting a Workout Option via Fannie Mae's Servicing Solutions System (10/11/2023)

Introduction
This Servicing Guide Procedure contains the following:

- Reporting a Combination of a Forbearance Plan and Repayment Plan to Fannie Mae
- Reporting a Payment Deferral to Fannie Mae
- Reporting a Mortgage Loan Modification to Fannie Mae
- Reporting a Government Mortgage Loan Modification to Fannie Mae
- Reporting a Mortgage Release to Fannie Mae

Reporting a Combination of a Forbearance Plan and Repayment Plan to Fannie Mae

The servicer must evaluate a borrower for a workout option in accordance with D2-3.1-01, Determining the Appropriate Workout Option.

When the servicer structures a combination of workout options in an agreement that includes forbearance and a repayment plan, it must report the workout option to Fannie Mae as follows:

- use a forbearance plan code during the forbearance period (when monthly payments are reduced or suspended), and
- use a repayment plan code during the repayment period (when regular monthly payments have resumed and additional payments are scheduled to be made to cure the delinquency).

Reporting a Payment Deferral to Fannie Mae

The servicer must evaluate a borrower for a payment deferral and submit an eligible payment deferral case to Fannie Mae's servicing solutions system by entering loan-level information, including the applicable campaign ID to identify a payment deferral, in accordance with D2-3.2-04, Payment Deferral and D2-3.2-05, Disaster Payment Deferral.

If the borrower is required to make their full monthly contractual payment during the month of the solicitation, the servicer must remit and report using a Loan Activity Record (LAR) to Fannie Mae the borrower's full monthly contractual payment prior to completing the payment deferral in Fannie Mae's servicing solutions system.

If the servicer uses a processing month, the servicer must enter the payment deferral case within the processing month but no later than the last day of such month. If a full monthly contractual payment is required in the processing month, then the servicer must remit and report using a LAR to Fannie Mae the borrower's full monthly contractual payment due in the processing month prior to completing the payment deferral in Fannie Mae's servicing solutions system.

> **Note:** If the servicer does not report using a LAR the full monthly contractual payment at least one business day prior to the last day of the month, the servicer will not be able to complete the payment deferral case during that month. If the UPB or LPI reported in Fannie Mae's servicing solutions system prior to application of a payment deferral does not agree with the last reported UPB or LPI in Fannie Mae's investor reporting system, the payment deferral will not be processed in Fannie Mae's investor reporting system until the discrepancy is resolved.

See the Investor Reporting Manual for additional information.

Reporting a Mortgage Loan Modification to Fannie Mae

The servicer must evaluate a borrower for Fannie Mae's mortgage loan modification options in accordance with Fannie Mae's *Servicing Guide.*

The following table outlines the required servicer actions to report a Fannie Mae mortgage loan modification to Fannie Mae.

Step	Servicer Action
1	Submit a case into Fannie Mae's servicing solutions system by entering loan-level information, including: • a property valuation, and • the applicable campaign ID to identify the mortgage loan modification program under which the case is being submitted.
2	Report loan-level data in Fannie Mae's servicing solutions system upon receipt of the borrower's first Trial Period Plan payment and all subsequent Trial Period Plan payments under the Trial Period Plan. If the borrower makes all required Trial Period Plan payments, continue to step 3. If not, cancel the case in Fannie Mae's servicing solutions system and do not continue to step 3.
3	After application of all Trial Period Plan payments made by the borrower, the servicer must represent and warrant in Fannie Mae's servicing solutions system that once the sum of payments totals a full contractual payment on the underlying mortgage loan, the borrower has been in a delinquent status (that is, not current in contractual payments) on each of the last four monthly payment due dates and continues to be delinquent.

Step	Servicer Action
4	After Fannie Mae's prior written approval is obtained, if required, and the MBS mortgage loan is reclassified, if applicable, the servicer will update the Officer Signature Date in Fannie Mae's servicing solutions system to close the mortgage loan modification. **Note:** If the pre-modification UPB or the pre-modification LPI reported in Fannie Mae's servicing solutions system for the closed mortgage loan modification does not agree with the pre-modification UPB or LPI in Fannie Mae's investor reporting system, the mortgage loan modification will not be processed in Fannie Mae's investor reporting system until the discrepancy is resolved.

Reporting a Government Mortgage Loan Modification to Fannie Mae

For a government mortgage loan, the servicer must evaluate a borrower for and complete a mortgage loan modification in accordance with D2-3.2-03, Government Mortgage Loan Modifications.

The following table outlines the requirements to report a government mortgage loan modification to Fannie Mae.

Step	Servicer Action
1	Obtain a signed mortgage loan modification agreement from the borrower(s) and any co-makers or endorsers of the note.
2	Have its authorized representative sign the completed mortgage loan modification agreement to indicate the servicer's approval of the mortgage loan modification or extension.
3	Submit the information pertaining to the mortgage loan modification as a case in Fannie Mae's servicing solutions system, and upload the executed mortgage loan modification agreement. **Note:** If Fannie Mae notifies the servicer of any discrepancies between the information entered into Fannie Mae's servicing solutions system and Fannie Mae's investor reporting system, continue with steps 4 and 5.

<table>
<tr><th>Step</th><th colspan="2">Servicer Action</th></tr>
<tr><td rowspan="4">4</td><td colspan="2">Work with Fannie Mae to identify the proper corrective action required to resolve the issue(s).</td></tr>
<tr><td>If the servicer determines that…</td><td>Then the servicer must…</td></tr>
<tr><td>the data entered into Fannie Mae’s servicing solutions system was incorrect</td><td>• cancel the case in Fannie Mae’s servicing solutions system,
• correct the data, and
• resubmit a case via Fannie Mae’s servicing solutions system.</td></tr>
<tr><td>the data reported through the LAR was inaccurate</td><td>submit a corrected LAR.</td></tr>
<tr><td>5</td><td colspan="2">Notify Fannie Mae when it has completed the appropriate corrective action.
Note: Fannie Mae will then resolve the error in its investor reporting system. The servicer can confirm that the investor reporting system accurately applied the modified terms after the error is resolved.</td></tr>
</table>

Reporting a Mortgage Release to Fannie Mae

The servicer must evaluate a borrower and execute a Mortgage Release in accordance with D2-3.3-02, Fannie Mae Mortgage Release (Deed-in-Lieu of Foreclosure).

The following table outlines the required servicer actions to report a Fannie Mae Mortgage Release to Fannie Mae.

Step	Servicer Action
1	Once the servicer has received all required documentation, including the interior property inspection report, if applicable, it must report its final acceptance of the Mortgage Release to Fannie Mae through Fannie Mae’s servicing solutions system. **Note:** Regardless of the transition option, the servicer must submit the case to Fannie Mae through Fannie Mae’s servicing solutions system to report its final acceptance of the Mortgage Release.

Step	Servicer Action
2	Review and confirm the REOgram, in accordance with Timing of the REOgram in E-4.1-01, Notifying Fannie Mae of an Acquired Property and submit any applicable lien release documents and contact information for the HOA, to Fannie Mae's SF CPM division (see F-4-02, List of Contacts). **Note**: Also see A1-4.2-01, Compensatory Fees Other Than Delays in the Liquidation Process, for additional information on applicable compensatory fees.

> **Note:** The servicer must submit the case into Fannie Mae's servicing solutions system, regardless of the transition option chosen, to complete its final acceptance of the Mortgage Release.

Also, the servicer must see the Investor Reporting Manual for detailed requirements on how to report to Fannie Mae's investor reporting system.

Recent Related Announcements

The table below provides references to recently issued Announcements that are related to this topic.

Announcements	Issue Date
Announcement SVC-2023-05	October 11, 2023
Announcement SVC-2021-06	September 8, 2021
Announcement SVC-2021-04	July 14, 2021
Announcement SVC-2020-07	December 9, 2020
Announcement SVC-2020-04	September 9, 2020

F-1-23, Reporting to Third Parties (06/09/2021)

Introduction
This Servicing Guide Procedure contains the following:

- Reporting to Credit Repositories
- Reporting to the IRS

Reporting to Credit Repositories

Establishing a Relationship with a Credit Repository

When initially establishing a relationship with a credit repository, the servicer must indicate the relationship is being established in compliance with Fannie Mae's requirements. The following table provides a list of major credit repositories in accordance with C-4.1-01, Notifying Credit Repositories.

Credit Repositories
Equifax Information Services
Experian
Innovis Data Solutions
TransUnion Corporation

Reporting to the IRS

Filing an IRS Form 1099-A or 1099–C

The servicer must file IRS Forms 1099-A and 1099-C electronically on Fannie Mae's behalf, in accordance with C-4.2-01, Filing IRS Forms. The following table describes the servicer's additional responsibilities for filing these information returns with the IRS on Fannie Mae's behalf.

✓	The servicer must...
	Insert the following header information when filing *IRS Form 1099:* • Fannie Mae's name on the first "Lender" line, followed by the servicer address and contact information, • Fannie Mae's Taxpayer Identification Number (TIN) (52-0883107) in the "Lender's TIN" field, and • the servicer loan number in the "account number" field.
	Insert the following header information when filing IRS Form 1099-C: • Fannie Mae's name on the first "Creditor" line, followed by the servicer address and contact information, • Fannie Mae's TIN (52-0883107) in the "Credit's TIN" field; and • the servicer loan number in the "account number" field.

✓	The servicer must...
	Submit a *Summary of IRS Form 1099–A and 1099–C Filing* (Form 1100) to notify Fannie Mae that it reported to the IRS electronically.

Recent Related Announcements

The table below provides references to recently issued Announcements that are related to this topic.

Announcements	Issue Date
Announcement SVC-2021-03	June 09, 2021
Announcement SVC-2020-03	July 15, 2020

F-1-24, Requesting Fannie Mae's Approval via Fannie Mae's Servicing Solutions System (09/11/2024)

Introduction
This Servicing Guide Procedure contains the following:

- Requesting Approval for the Assumption of a Delinquent Conventional Mortgage Loan
- Requesting Approval for a Workout Option for a New Transferee Owner
- Requesting Approval for a Non-Delegated Mortgage Release Case
- Requesting Approval for a Mortgage Release for a Second Lien Mortgage Loan
- Requesting Approval for a Charge-Off of a First Lien Mortgage Loan
- Requesting Approval for a Second Lien Consideration of a Second Lien Mortgage Loan
- Requesting Approval for a Non-Delegated Short Sale Case

Requesting Approval for the Assumption of a Delinquent Conventional Mortgage Loan

The servicer must evaluate a request for an assumption of a delinquent conventional mortgage loan that includes a due-on-sale (or due-on-transfer) provision in accordance with *Allowing a Delinquent Mortgage Loan to be Assumed* in D1-4.2-02, Conventional Mortgage Loans That Include a Due- on-Sale (or Due-on-Transfer) Provision.

To determine whether Fannie Mae is will waive the enforcement of the due-on-sale (or due-on-transfer) provision and approve the assumption, the servicer must provide through Fannie Mae's servicing solutions system the information described in the following table.

✓	**The servicer must provide through Fannie Mae's servicing solutions system…**
	A description of the borrower's financial circumstances.
	The property market value analysis from an appraisal or an interior BPO.
	Information about any conditions of the mortgage insurer's approval, if applicable.
	The servicer's recommendation to waive the due-on-sale (or due-on-transfer) provision and permit the assumption based on the creditworthiness of the prospective purchaser.

Fannie Mae will work with the servicer and the mortgage insurer, if applicable, to determine the exact terms of the assumption, including any cash contribution that must be made by the borrower or the prospective purchaser.

Fannie Mae will not approve an assumption if the mortgage loan has subordinate financing unless arrangements are made to pay off the subordinate lien(s).

> **Note:** The servicer does not need to make any changes to its monthly investor reporting system reports to reflect mortgage assumptions for portfolio mortgage loans.

Requesting Approval for a Workout Option for a New Transferee Owner

The servicer must request Fannie Mae's approval for any workout option it determines is appropriate for a new transferee owner in accordance with D1-4.1-02, Allowable Exemptions Due to the Type of Transfer. The servicer must comply with the requirements shown in the following table.

✓	**Servicer Action**
	Submit the case into Fannie Mae's servicing solutions system under the recommended workout option.
	Indicate in the case comments section that the case is associated with a transfer of ownership or an assumption.

Fannie Mae will determine the terms of the workout and any related assumption.

Requesting Approval for a Non-Delegated Mortgage Release Case

The servicer must evaluate a borrower for a Mortgage Release in accordance with D2-3.3-02, Fannie Mae Mortgage Release (Deed-in-Lieu of Foreclosure).

The following table outlines the required servicer actions to request Fannie Mae's prior written approval for a Mortgage Release as a non-delegated case.

<table>
<tr><th>Step</th><th colspan="2">Servicer Action</th></tr>
<tr><td>1</td><td colspan="2">Transmit the following through Fannie Mae's servicing solutions system:
• a description of the borrower's financial circumstances,
• a property valuation,
• general summary information about satisfaction of the eligibility criteria for Mortgage Release,
• an indication of whether the borrower can make a cash contribution to reduce Fannie Mae's loss, and
• its recommendation to Fannie Mae.</td></tr>
<tr><td rowspan="4">2</td><td colspan="2">Obtain Fannie Mae's decision regarding the Mortgage Release through Fannie Mae's servicing solutions system. Fannie Mae will make its decision available shortly after Fannie Mae receives the servicer's recommendation.</td></tr>
<tr><td>If...</td><td>Then the servicer must...</td></tr>
<tr><td>Fannie Mae approves the Mortgage Release</td><td>continue to step 3.</td></tr>
<tr><td>Fannie Mae denies the Mortgage Release and instructs the servicer to continue with foreclosure</td><td>report the initiation of foreclosure in the next delinquency status information it transmits to Fannie Mae after the date of Fannie Mae's decision. Do not continue to step 3.</td></tr>
<tr><td>3</td><td colspan="2">Obtain the letter including the terms and conditions of Fannie Mae's decision about acceptance of the Mortgage Release through Fannie Mae's servicing solutions system.</td></tr>
<tr><td>4</td><td colspan="2">Have its attorney prepare the deed of conveyance and file a claim with the insurer or guarantor. Also see E-4.2-01, Completing Conveyance Documents.</td></tr>
<tr><td>5</td><td colspan="2">File a claim with the insurer or guarantor, if applicable.</td></tr>
</table>

Requesting Approval for a Mortgage Release for a Second Lien Mortgage Loan

The servicer must evaluate a borrower of a second lien mortgage loan for a Mortgage Release in accordance with D2-3.4-02, Offering a Mortgage Release (Deed-in-Lieu of Foreclosure) for a Second Lien Mortgage Loan.

The following table outlines the required servicer actions to request Fannie Mae's prior written approval for a Mortgage Release.

Step	Servicer Action
1	Transmit the following through Fannie Mae's servicing solutions system: • a description of the borrower's financial circumstances, • a property valuation, • general summary information about satisfaction of the eligibility criteria for a Mortgage Release, • an indication of whether the borrower can make a cash contribution to reduce Fannie Mae's loss, • an analysis of the first lien mortgage loan servicer's intentions and the possibility of recovery on the second lien mortgage loan if the mortgage loan is a second lien mortgage loan and Fannie Mae does not have an interest in the first lien mortgage loan, and • its recommendation. **Note**: If the borrower has non-retirement cash reserves greater than $50,000, the servicer must specify that when it submits the case. Specifically, the servicer must enter the dollar amount, as applicable, in the "assets" field in Fannie Mae's servicing solutions system.
2	Obtain the letter including the terms and conditions of Fannie Mae's decision about acceptance of the Mortgage Release through Fannie Mae's servicing solutions system. This letter will be available shortly after Fannie Mae receives the servicer's recommendation.
3	Have its attorney prepare the deed of conveyance and file a claim with the insurer or guarantor. Also see E-4.2-01, Completing Conveyance Documents.

Requesting Approval for a Charge-Off of a First Lien Mortgage Loan

The servicer must evaluate a first lien mortgage charge-off pursuant to D1-1-02, Evaluating a First Lien Mortgage Loan for Charge-Off and Release of Lien.

The servicer must obtain a property valuation when requesting Fannie Mae's prior approval for a charge-off of a first lien mortgage loan, if applicable.

The following table provides additional requirements for all property valuations for a first lien mortgage loan charge-off.

✓	The servicer must...
	Request the property valuation order through Fannie Mae's servicing solutions system.
	Include the cost of the property valuation order in the MI claim, when applicable.
	Obtain the results of the property valuation order through Fannie Mae's servicing solutions system within 10 calendar days from the date the servicer submits the request. **Note:** Property valuation results may take longer in the event of unusual market conditions or if access to the property is delayed.

The servicer must provide all required documentation as applicable from the table below when submitting a charge off request to Fannie Mae via Fannie Mae's servicing solutions system.

✓	Required Documentation
	Documentation to support a specific circumstance outlined in D1-1-02, Evaluating a First Lien Mortgage Loan for Charge-Off and Release of Lien.
	Fully completed Charge-Off Questionnaire (Form 198).
	Hardship and financial information for each borrower, if available.
	Documentation indicating the occupancy status and property condition, including hazard claim status, repair and/or demolition estimates, if applicable.
	A current value from either an appraisal or BPO, as applicable.
	Current payoff amount including all advances.
	Documentation related to any additional unpaid judgments and liens.

For all approved charge-offs, the servicer must take the steps outlined in the following table.

✓	The servicer must...
	Notify tax authorities that future tax bills should be sent to the borrower (if applicable).

✓	The servicer must...
	Record the release of lien in the real property records.
	Inform the borrower in writing that • The lien against the subject property has been released, • The servicer will not/no longer pursue foreclosure proceedings, and • The borrower is responsible for the payment of property taxes, insurance, and maintenance of the property in accordance with applicable requirements.
	Remove the mortgage loan from Fannie Mae's investor reporting system by reporting an Action Code 70 or 72 as indicated by Fannie Mae in its approval letter.

> **Note:** To the extent feasible, Fannie Mae will require the charge-off and lien release to be conducted simultaneously, unless awaiting receipt of proceeds associated with the mortgage loan. In the event of proceeds, the servicer must remit the proceeds via the CRS as a “Special Remittance” using the Remittance Type as indicated by Fannie Mae in its approval letter. Also see the *Investor Reporting Manual* and Fannie Mae's *CRS User Guide*.

Requesting Approval for a Second Lien Consideration of a Second Lien Mortgage Loan

The servicer must evaluate a second lien mortgage loan for a second lien consideration in accordance with D1-1-03, Evaluating a Second Lien Consideration of a Second Lien Mortgage Loan.

The servicer must obtain a property valuation when requesting Fannie Mae’s prior approval for a second lien consideration of a second lien mortgage loan.

The following table provides additional requirements for all property valuations for a second lien consideration.

✓	The servicer must...
	Request the property valuation order through Fannie Mae's servicing solutions system.
	Include the cost of the property valuation order in the MI claim, when applicable.
	Obtain the results of the property valuation order through Fannie Mae's servicing solutions system within 10 calendar days from the date the servicer submits the request. **Note:** Property valuation results may take longer in the event of unusual market conditions or if access to the property is delayed.

Fannie Mae's decision on whether or not to charge off the second lien mortgage loan debt will depend on the circumstances outlined in the following table.

If...	Then...
Fannie Mae has an interest in both the first and second lien mortgage loans	Fannie Mae may choose to consolidate the two mortgage loans and modify the borrower's payments instead of charging off the debt.
Fannie Mae does not have an interest in the first lien mortgage loan	Fannie Mae may decide to either • pursue a workout for the second lien mortgage loan, • pay off the first lien mortgage loan and foreclose the second lien mortgage loan, or • charge off the second lien mortgage loan debt.

The servicer must provide all required documentation as applicable from the table below when submitting a second lien consideration request to Fannie Mae via Fannie Mae's servicing solutions system.

✓	Required Documentation
	A current value from either an appraisal or BPO, as applicable.
	Current payoff amount including all advances. In addition to a current payoff for the first lien, if applicable.
	Title search dated within 60 days of submission.
	Credit report dated within 60 days of submission.

Requesting Approval for a Non-Delegated Short Sale Case

The servicer must evaluate a borrower for a short sale in accordance with D2-3.3-01, Fannie Mae Short Sale.

The following table outlines the required servicer actions to request Fannie Mae's prior written approval for a short sale as a non-delegated case.

Step	Servicer Action
1	Submit the following through Fannie Mae's servicing solutions system: • a description of the borrower's financial circumstances, • a property market value analysis, • the specifics about the purchase offer, and • the servicer's recommendation to Fannie Mae. **Note:** If the borrower has non-retirement cash reserves greater than $50,000, the servicer must specify that when it submits the case. Specifically, the servicer must enter the dollar amount, as applicable, in the "assets" fields in Fannie Mae's servicing solutions system.
2	Send the same information submitted through Fannie Mae's servicing solutions system and any required documentation to the mortgage insurer by overnight mail delivery (whenever possible). **Note**: Fannie Mae and the mortgage insurer must be notified of a sales offer immediately and simultaneously to avoid jeopardizing Fannie Mae's claim under the MI contract.
3	Obtain the letter including the terms and conditions of Fannie Mae's decision through Fannie Mae's servicing solutions system. This letter will be available shortly after Fannie Mae receives the servicer's recommendation.

Recent Related Announcements

The table below provides references to recently issued Announcements that are related to this topic.

Announcements	Issue Date
Announcement SVC-2024-05	September 11, 2024
Announcement SVC-2022-04	June 8, 2022
Announcement SVC-2021-02	March 10, 2021
Announcement SVC-2020-03	July 15, 2020
Announcement SVC-2019-03	May 15, 2019

F-1-25, Reclassifying or Voluntary Repurchasing an MBS Mortgage Loan (12/20/2023)

Introduction
This Servicing Guide Procedure contains the following:

- General Requirements for Reclassifying an MBS Mortgage Loan
- Reclassifying a Pooled from Portfolio Mortgage Loan
- Reclassifying an MBS Mortgage Loan Performing on a Forbearance Plan or Repayment Plan
- Reclassifying or Voluntary Repurchasing an MBS Mortgage Loan for a Mortgage Loan Modification
- Requirements after a Regular or Special Servicing Option MBS Mortgage Loan has been Reclassified

General Requirements for Reclassifying an MBS Mortgage Loan

Under certain circumstances described in the *Servicing Guide* and below, Fannie Mae will remove a mortgage loan or compel the servicer to remove a mortgage loan from an MBS pool and place it in Fannie Mae's portfolio. With the exclusion of PFP mortgage loans with a scheduled/scheduled remittance type, MBS mortgage loans (regular and special servicing option mortgage loans) removed from MBS pools in this manner will become actual/actual remittance-type mortgage loans that Fannie Mae will hold in its portfolio, identifying them by the Fannie Mae loan number, the servicer's loan number, and the property address. PFP mortgage loans with an original scheduled/scheduled remittance type will remain a scheduled/scheduled remittance type even after being removed from the pool.

> **Note:** For requirements for repurchasing an MBS mortgage loan, see A1-3-01, Requirements for Voluntary Repurchase and *Mandatory Repurchase of Certain MBS Mortgage Loans* in A1-3-02, Fannie Mae-Initiated Repurchases, Indemnifications, Make Whole Payment Requests and Deferred Payment Obligations. See also A1-3-06, Automatic Reclassification of MBS Mortgage Loans for Fannie Mae's selection criteria for automatic reclassification of special servicing option MBS mortgage loans.

The servicer must comply with all payment processing, remitting, accounting, and reporting requirements related to servicing reclassified mortgage loans as outlined in A4-1-02, Establishing Custodial Bank Accounts, and Part C, Mortgage Loan Payment Processing, Remitting, Accounting, and Reporting. If necessary, the servicer must contact its Fannie Mae Investor Reporting Representative (see F-4-02, List of Contacts) for assistance.

Reclassifying a Pooled from Portfolio Mortgage Loan

The servicer may confirm that Fannie Mae has reclassified a PFP mortgage loan by reviewing the PFP Reclass Report that is posted on Fannie Mae's investor reporting system.

Reclassifying an MBS Mortgage Loan Performing on a Forbearance Plan or Repayment Plan

A1-3-06, Automatic Reclassification of MBS Mortgage Loans describes the mortgage loans that Fannie Mae will

select for reclassification. The timing of reclassification for an MBS mortgage loan which the servicer continues to report to Fannie Mae with a delinquency status code indicating forbearance plan or repayment plan is based on the MBS Pool Issue Date as outlined in the following table.

Workout Option (as indicated by monthly delinquency status reporting)	MBS Pool Issue Date	Timing of Reclassification
Forbearance Plan	On or after June 1, 2007 through December 1, 2008	After the sixth consecutive month.
	All other pool issue dates	By the twenty-fourth month past due, as measured by the LPI date.
Repayment Plan	On or after June 1, 2007 through December 1, 2008	18 months from the first day of the month in which the plan commences.
	All other pool issue dates	The mortgage loan will not be reclassified during an active repayment plan.

For mortgage loans with an MBS pool issue date on or after June 1, 2007 through December 1, 2008, on approximately the 11th calendar day of each month, Fannie Mae will post the Eligible for Deselection Report on Fannie Mae's servicing solutions system. This report contains the applicable mortgage loans that have been reported to Fannie Mae with a delinquency status code indicating forbearance plan or repayment plan that Fannie Mae intends to reclassify. The following table outlines the actions that the servicer must take to deselect a mortgage loan for reclassification, as applicable.

Step	Servicer Action
1	Review the report provided by Fannie Mae on Fannie Mae's servicing solutions system.
2	Determine whether any mortgage loan identified should be reclassified based on real-time information that the servicer has for the mortgage loan.

Step	Servicer Action
3	By the 15th day of the month in which it is notified, deselect those mortgage loans that either • are current; • will be reported with a delinquency status code to indicate that the mortgage loan is no longer in a forbearance plan or repayment plan, as applicable; • the servicer is working with the borrower on a workout option; or • the servicer has commenced or resumed collection activities leading to foreclosure proceedings.

Reclassifying or Voluntary Repurchasing an MBS Mortgage Loan for a Mortgage Loan Modification

The servicer must ensure that an MBS mortgage loan is removed from the MBS pool for the purposes of modification in accordance with D2-3.1-02, Conditions of a First and Second Lien Mortgage Loan Modification for an MBS Mortgage Loan.

The following table outlines the actions the servicer must take to reclassify a special servicing option MBS mortgage loan, or to voluntarily repurchase for a regular servicing option mortgage loan or a shared-risk special servicing option mortgage loan for which the servicer's shared risk liability has not expired, based on the mortgage loan status at the time the mortgage loan modification is negotiated.

If, at the time the mortgage loan modification is negotiated...	Then...
the borrower's payment default is imminent	Fannie Mae will reclassify or the servicer will voluntarily repurchase, as applicable, the mortgage loan during the fourth month of the Trial Period Plan if • the borrower has made the fourth payment of a four-month Trial Period Plan, and • the servicer has notified Fannie Mae of receipt of the payment on or before the 15th calendar day (the servicer's reclassification date) of the fourth month of the Trial Period Plan.

If, at the time the mortgage loan modification is negotiated...	Then...
payment default has already occurred	Fannie Mae will reclassify or the servicer will voluntarily repurchase, as applicable, the mortgage loan during the third month of the Trial Period Plan if • the borrower has made the third payment of a three-month Trial Period Plan, and • the servicer has notified Fannie Mae of receipt of the payment on or before the 15th calendar day (the servicer's reclassification date) of the third month of the Trial Period Plan.

If the final Trial Period Plan payment (either third or fourth Trial Period Plan payment as applicable depending on the original mortgage loan status) is received after the 15th calendar day (the servicer's reclassification or voluntary repurchase date) of the final month of the Trial Period Plan but before the end of the Trial Period Plan, then it will not be possible to reclassify or voluntary repurchase the mortgage loan from the MBS pool during the final month of the Trial Period Plan. In such event, the servicer must extend the Trial Period Plan one month, and the reclassification or voluntary repurchase date will be the 15th calendar day of such extended month. If the servicer has not notified Fannie Mae of its receipt of the final Trial Period Plan payment on or before the servicer's reclassification or voluntary repurchase date, the servicer shall extend the Trial Period Plan for an additional month.

If the required Trial Period Plan payments are not made in accordance with the Trial Period Plan, Fannie Mae will cancel the case in Fannie Mae's servicing solutions system.

The following table outlines the actions that the servicer must take after a mortgage loan has completed the Trial Period Plan.

✓	The servicer must...
	Confirm that Fannie Mae has reclassified an MBS mortgage loan by obtaining the Purchase Advice from Fannie Mae's investor reporting system. If Fannie Mae does not include the mortgage loan in its list of mortgage loans due for reclassification before the month in which the modified terms become effective, the servicer must contact its Fannie Mae Servicing Representative (see F-4-02, List of Contacts).
	After a mortgage loan is reclassified, follow the existing procedure and update the Officer Signature Date in Fannie Mae's servicing solutions system to close the mortgage loan modification case.
	Apply all subsequent payments in accordance with the terms of the modified mortgage loan.

Requirements after a Regular or Special Servicing Option MBS Mortgage Loan has been Reclassified

When a regular or special servicing option MBS mortgage loan has been reclassified, the servicer must take the actions outlined in the following table.

✓	**After a regular or special servicing option MBS mortgage loan has been reclassified, the servicer must...**
	Update its internal records to • reflect the remittance type as actual/actual as of the first day of the month in which the reclassification event takes place; • adjust the PTR to include any guaranty fee; • adjust Fannie Mae's required margin to equal the mortgage margin less the servicing fee, if applicable; and • adjust the PTR floor and ceiling to equal the lifetime interest rate floor and ceiling less the servicing fee, if applicable.
	Report the mortgage loan as an actual/actual remittance type, including any activity that occurred for a reclassified mortgage loan, in compliance with the reporting time frames outlined in the Investor Reporting Manual.
	Use the same Fannie Mae loan number that applied to the mortgage loan when it was in the MBS pool.

Recent Related Announcements

The table below provides references to recently issued Announcements that are related to this topic.

Announcements	Issue Date
Announcement SVC-2023-06	December 20, 2023
Announcement SVC-2021-01	January 20, 2021
Announcement SVC-2019-04	June 12, 2019

F-1-26, Servicing eMortgages (11/13/2024)

Introduction
This Servicing Guide Procedure contains the following:

- Loan Modifications for an eMortgage
- Foreclosure, Bankruptcy or Other Legal Proceedings
- Refinancing an eNote Using a New York Consolidation, Extension and Modification Agreement (CEMA)

Loan Modifications for an eMortgage

Any modifications to an eMortgage must comply with the requirements in *Section D2–3.2, Home Retention Workout Options* for the particular Fannie Mae mortgage loan modification, including but not limited to, the borrower's execution and return of a copy of the *Loan Modification Agreement* (Form 3179). The following table describes the additional steps the servicer must take when an eMortgage is modified.

✓	**The servicer must...**
	Update the MERS eRegistry to provide notice of the modification agreement.
	Maintain the original modification agreement in the servicing file and all associated modifying instruments.

Foreclosure, Bankruptcy or Other Legal Proceedings

The servicer must request a transfer in control and location in accordance with *Temporary Possession by the Servicer* in A2-1-05, Note Holder Status for Legal Proceedings Conducted in the Servicer's Name. In states in which the seller/servicer must be the holder of an eNote prior to commencing legal action (such as foreclosure, filing a Proof of Claim or other filing, an action in a borrower's bankruptcy proceedings or other litigation in connection with servicing a mortgage loan), the servicer must request a transfer in "Control and Location" of an eNote from Fannie Mae using the steps in the following table.

Step	**Servicer Action**
1.	Submit a *Request for Transfer of Control of eNotes* (Form 2009e) to Fannie Mae's Custodian Oversight Department at eMortgage_Custody@fanniemae.com at least three business days before the change in control and location is required.

Step	Servicer Action
2.	Accept the transfer on the same business day the servicer receives notification from Fannie Mae that the transfer has been initiated.
3.	Verify that the transfer has been completed and that the servicer now is in the CONTROLLER field on the MERS eRegistry and is also listed in the LOCATION field.

Upon conclusion or cancellation of foreclosure, bankruptcy or other legal proceedings, if the loan remains active, the servicer must initiate a timely transfer of control and location of the eNote back to Fannie Mae.

Refinancing an eNote Using a New York Consolidation, Extension and Modification Agreement (CEMA)

The servicer must follow the acceptable refinance and lending practices in accordance with *Chapter A2–2, Refinance and Lending Practices.* The following table describes the servicer's responsibilities when performing a New York CEMA on an eNote.

✓	The servicer must...
	Request a change in Control and Location of the eNote from Fannie Mae.
	Print the Authoritative Copy of the eNote.
	Update the status on the eRegistry to "INACTIVE-Converted to Paper."

✓	The servicer must...
	Attach the following to the printed Authoritative Copy of the eNote: • date of conversion on the MERS eRegistry; • the name and company of the person converting the eNote; • a copy of the MERS eRegistry transfer history reflecting the servicer as the final controller of the eNote; • a statement indicating that the MERS eRegistry transfer history and future paper endorsements are incorporated into the Note as an allonge; • a copy of the MERS eRegistry transaction history reflecting the eNote has been converted into a paper-based Note; • a statement signed by an officer of the servicer indicating the processes and methods used in printing the eNote ensured ◦ the information and signatures on the face of the printed eNote are a complete and accurate reproduction of those reflected on the face of the Authoritative Copy of the eNote; ◦ the servicer, at the time of the conversion to paper, maintained control and possession of the eNote; ◦ the eNote can no longer be transferred to a new note holder; and ◦ the MERS eRegistry shows the electronic eNote has been converted to a paper-based Note; and • any other allonge appropriate for the Note.
	Ensure the paper-based eNote reflects it is an eNote that has been converted to paper and the paper-based eNote is now the original Note.
	Complete an endorsement of the converted eNote in blank and without recourse using the allonge.
	Deliver the converted (paper) eNote to the lender that is originating the CEMA.

> **Note:** If the servicer is also the lender originating the CEMA, the servicer may postpone printing the Authoritative Copy of the eNote and subsequent steps outlined above until after the CEMA transaction is completed. The servicer must still request a change in Control and Location of the eNote from Fannie Mae to the servicer prior to completing the CEMA transaction.

The servicer must take the actions in the following table if the CEMA transaction is not completed.

✓	The servicer must...
	Send the converted (paper) eNote, that is endorsed in blank and without recourse, to the servicer's document custodian within three business days of receipt of the Note from the CEMA lender. The communication to the document custodian must: • include a subject line that displays, "PAPER NOTE - CONVERTED FROM eNOTE;" and • indicate the converted eNote was previously maintained by Fannie Mae. **Note:** Because the document custodian may not have records or corresponding data for the converted eNote, the servicer must coordinate with its document custodian on the appropriate process for providing data and onboarding of the Note to its document custodian.
	Submit a request to remove SFC 508 (used to identify an eMortgage) from the mortgage loan via the post-purchase adjustment process (see Fannie Mae's website for additional information).

> **Note:** When the servicer was also the lender originating the CEMA and has not converted the eNote to paper, the servicer must promptly initiate a change in the Control and Location of the eNote from the servicer back to Fannie Mae.

Recent Related Announcements

The table below provides references to recently issued Announcements that are related to this topic.

Announcements	Issue Date
Announcement SVC-2024-06	November 13, 2024
Announcement SVC-2023-03	May 10, 2023

F-1-27, Processing a Fannie Mae Flex Modification (04/09/2025)

Introduction
This Servicing Guide Procedure contains the following:

- Obtaining a Property Valuation
- Determining the New Modified Mortgage Loan Terms
- Preparing the Loan Modification Agreement
- Executing and Recording the Loan Modification Agreement
- Adjusting the Mortgage Loan Account Post-Mortgage Loan Modification

Obtaining a Property Valuation

The servicer must obtain a property valuation in accordance with Determining the Fannie Mae Flex Modification Terms in D2-3.2-06, Fannie Mae Flex Modification.

The servicer must obtain a property valuation, which must not be more than 90 days old at the time the servicer evaluates the borrower for the mortgage loan modification, using one of the following:

- an exterior BPO;
- an appraisal;
- Fannie Mae's servicing solutions system;
- Freddie Mac's AVM;
- a third-party AVM; or
- the servicer's own internal AVM, provided that
    - the servicer is subject to supervision by a federal regulatory agency, and the servicer's primary federal regulatory agency has reviewed the model.

If Fannie Mae's servicing solutions system, Freddie Mac's AVM, the third-party AVM, or the servicer's internal AVM does not render a reliable confidence score, the servicer must obtain an assessment of the property value utilizing an exterior BPO, an appraisal, or a property valuation method documented as acceptable to the servicer's federal regulatory supervisor. The property value assessment must be rendered in accordance with the FDIC's Interagency Appraisal and Evaluation Guidelines regardless of whether such guidelines apply to mortgage loan modifications.

The servicer must attach the valuation and documentation when submitting its proposed recommendation to Fannie Mae through its servicing solutions system.

Determining the New Modified Mortgage Loan Terms

The servicer must determine the borrower's new modified mortgage loan terms in accordance with *Determining the Fannie Mae Flex Modification Terms* in D2-3.2-06, Fannie Mae Flex Modification, and the requirements below. The servicer must determine the post-modification MTMLTV ratio, which is defined as the gross UPB of the mortgage loan including capitalized arrearages, divided by the current value of the property.

If the borrower has previously made additional principal payments (referred to as a principal curtailment), the servicer must first calculate the remaining mortgage loan term based on the interest-bearing portion of the borrower's pre-modification UPB and the contractual P&I payment amount prior to proceeding with the steps in the following table.

In order to determine the borrower's new modified mortgage loan terms, the servicer must apply the steps in the order shown in the following table, unless prohibited by applicable law, until the earlier of

- achieving a 20% P&I payment reduction target, or
- exhausting the steps for determining the Fannie Mae Flex Modification terms.

Note: With regard to achieving the 20% P&I payment reduction target, the servicer must apply the increment or amount as described in each step of the following table to result in a payment reduction that exceeds but is as close as possible to 20% (for example, 20.01%).

Note: When determining the final Fannie Mae Flex Modification terms prior to granting the permanent mortgage loan modification, the servicer must use the same interest rate as established when determining the terms for the Trial Period Plan.

<table>
<tr><th>Step</th><th colspan="2">Servicer Action</th></tr>
<tr><td>1</td><td colspan="2">Capitalize eligible arrearages. The following are considered as acceptable arrearages for capitalization:
• accrued interest;
• out-of-pocket escrow advances to third parties, provided they are paid prior to the effective date of the mortgage loan modification;
• servicing advances paid to third parties in the ordinary course of business and not retained by the servicer, provided they are paid prior to the effective date of the mortgage loan modification, if allowed by state laws; and
• any outstanding non-interest bearing balance from a previously completed loan modification or a previously completed payment deferral.
Note: If applicable state law prohibits capitalization of past due interest or any other amount, the servicer must collect such funds from the borrower over a period not to exceed 60 months unless the borrower decides to pay the amount up-front. Late charges may not be capitalized and must be waived if the borrower satisfies all conditions of the Trial Period Plan.
See Administering an Escrow Account in Connection With a Mortgage Loan in B-1-01, Administering an Escrow Account and Paying Expenses for additional information.</td></tr>
<tr><td rowspan="3">2</td><td colspan="2">Set the interest rate to a fixed rate based on the requirements in the following table.</td></tr>
<tr><td>If the mortgage loan is...</td><td>Then the servicer must...</td></tr>
<tr><td>a fixed rate (including an ARM or step-rate that has reached its final interest rate)</td><td>set the modified interest rate to the contractual interest rate in effect for the periodic payment due in the month of the evaluation date.</td></tr>
<tr><td></td><td>an ARM or step-rate that has not reached its final interest rate</td><td>set the interest rate to the greater of
• the contractual interest rate in effect for the periodic payment due in the month of the evaluation date, or
• the Fannie Mae Modification Interest Rate.
Note: If the Fannie Mae Modification Interest Rate exceeds the lifetime interest rate cap of the ARM or the final interest rate for the step-rate, then the servicer must set the contractual interest rate to the lifetime interest rate cap for the ARM or the final interest rate for the step-rate, as applicable.</td></tr>
</table>

Step	Servicer Action
3	If the mortgage loan has a post-modification MTMLTV greater than or equal to 50% and the interest rate as determined in step 2 is greater than the Fannie Mae Modification Interest Rate, then the servicer must reduce the rate in 0.125% increments until the earlier of • achieving the 20% P&I payment reduction target, or • reaching the Fannie Mae Modification Interest Rate. **Note:** In instances where the 20% P&I payment reduction target has not yet been achieved but applying a full 0.125% increment would set the modified interest rate to a rate below the Fannie Mae Modification Interest Rate, then the servicer must apply a partial rate reduction increment (that is, an amount less than 0.125%) to reach the Fannie Mae Modification Interest Rate.
4	Extend the remaining mortgage loan term in monthly increments until the earlier of • achieving the 20% P&I payment reduction target, or • reaching a term that is 480 months from the mortgage loan modification effective date. **Note**: When the mortgage loan is secured by a property where the title is held as a leasehold estate, the term of the leasehold estate must not expire prior to the date that is five years beyond the new maturity date of the modified mortgage loan. In the event that the current term of the leasehold estate would expire prior to such date, the term of the leasehold estate must be renegotiated to satisfy this requirement for the mortgage loan to be eligible for the mortgage loan modification.
5	Forbear principal if the post-modification MTMLTV ratio is greater than 50%, in an amount that is the lesser of • an amount that would achieve the 20% P&I payment reduction target, • amount that would create a post-modification MTMLTV ratio of 50% using the interest-bearing principal balance, or • 30% of the gross post-modification UPB of the mortgage loan. **Note:** Interest must not accrue on any principal forbearance. Principal forbearance is payable upon the earliest of the maturity of the mortgage loan modification, sale or transfer of the property, refinance of the mortgage loan, or payoff of the interest-bearing UPB.

If the steps above are exhausted without achieving the 20% P&I payment reduction target, then the servicer must offer the resulting modified mortgage loan terms to the borrower provided the monthly P&I payment satisfies the P&I-specific requirements in *Determining the Fannie Mae Flex Modification Terms* in D2-3.2-06, Fannie Mae Flex Modification.

Preparing the Loan Modification Agreement

The servicer must complete the mortgage loan modification in accordance with Offering a Trial Period Plan and Completing a Fannie Mae Flex Modification in D2-3.2-06, Fannie Mae Flex Modification.

The servicer must prepare the Loan Modification Agreement (Form 3179) early enough in the Trial Period Plan to allow sufficient processing time so that the mortgage loan modification becomes effective on the first day of the month following the Trial Period Plan (modification effective date). The servicer is authorized to, at its discretion, complete the Loan Modification Agreement so the mortgage loan modification becomes effective on the first day of the second month following the final Trial Period Plan payment to allow for sufficient processing time. However, the servicer must treat all borrowers the same in applying this option by selecting, at its discretion and as evidenced by a written policy, the date by which the final Trial Period Plan payment must be submitted before the servicer applies this option ("cut-off date"). The cut-off date must be after the due date for the final Trial Period Plan payment as set forth in the Evaluation Notice.

> **Note:** If the servicer elects this option, the borrower will not be required to make an additional Trial Period Plan payment during the month (the "processing month") in between the final Trial Period Plan month and the month in which the mortgage loan modification becomes effective. For example, if the last Trial Period Plan month is March and the servicer elects the option described above, the borrower is not required to make any payment during April, and the mortgage loan modification becomes effective, and the first payment under the Loan Modification Agreement is due, on May 1.

The servicer must incorporate into the Form 3179 the applicable provisions in accordance with the requirements in *Summary: Modification Agreement* (Form 3179).

Executing and Recording the Loan Modification Agreement

The servicer is responsible for ensuring that the mortgage loan as modified complies with applicable laws, preserves Fannie Mae's first lien position, and is enforceable against the borrower(s) in accordance with its terms. The servicer must complete the mortgage loan modification in accordance with Offering a Trial Period Plan and Completing a Fannie Mae Flex Modification in D2-3.2-06, Fannie Mae Flex Modification.

In order to ensure that the modified mortgage loan retains its first lien position and is fully enforceable, the servicer must take the actions described in the following table.

✓	**The servicer must...**
	Ensure that the Loan Modification Agreement is executed by the borrower(s). **Note:** The servicer may encounter circumstances where a co-borrower signature is not obtainable for the Loan Modification Agreement, for reasons such as mental incapacity or military deployment. When a co-borrower's signature is not obtainable and the servicer decides to continue with the mortgage loan modification, the servicer must appropriately document the basis for the exception in the servicing records.
	Ensure all real estate taxes and assessments that could become a first lien are current, especially those for manufactured homes taxed as personal property, personal property taxes, condo/HOA fees, utility assessments (such as water bills), ground rent, and other assessments.

✓	The servicer must...
	Obtain a title endorsement or similar title insurance product issued by a title insurance company if the Loan Modification Agreement will be recorded.
	Record the executed Loan Modification Agreement if: • recordation is necessary to ensure that the modified mortgage loan retains its first lien position and is enforceable in accordance with its terms at the time of the modification, throughout its modified term, and during any bankruptcy or foreclosure proceeding involving the modified mortgage loan; or • the Loan Modification Agreement includes assignment of leases and rents provisions.

If the mortgage loan is for a manufactured home, and the lien was created, evidenced, or perfected by collateral documents that are not recorded in the land records, the servicer must also take such action as may be necessary, including any amendment, recording, and/or filing that may be required, to ensure that the collateral documents reflect the mortgage loan modification, in order to preserve Fannie Mae's lien status for the entire amount owed. See *Selling Guide A2-4.1-01, Establishing Loan Files for additional information regarding collateral documents required to be retained for manufactured homes.*

The servicer must execute and record the Loan Modification Agreement based upon the entity that is the mortgagee of record in accordance with A2-1-04, Execution of Legal Documents. In addition, the servicer must send the Loan Modification Agreement to the document custodian if the mortgagee of record is

- the servicer;
- MERs; or
- Fannie Mae, and Fannie Mae has given the servicer an LPOA that allows it to execute this type of document on Fannie Mae's behalf.

When the servicer is required to send the Loan Modification Agreement to the document custodian, the servicer must follow the requirements outlined in the following table.

If the Loan Modification Agreement...	Then the servicer must...
is required to be recorded	• send a certified copy of the fully executed Loan Modification Agreement to the document custodian within 25 days of receipt from the borrower, and • send the original Loan Modification Agreement that is returned from the recorder's office to the document custodian within 5 business days of receipt.
is not required to be recorded	send the fully executed original Loan Modification Agreement to the document custodian within 25 days of receipt from the borrower.

Adjusting the Mortgage Loan Account Post-Mortgage Loan Modification

The servicer must complete the mortgage loan modification in accordance with Offering a *Trial Period Plan and Completing a Fannie Mae Flex Modification* in D2-3.2-06, Fannie Mae Flex Modification.

After a mortgage loan modification is executed, the servicer must adjust the mortgage loan as described in the following table.

✓	**The servicer must...**
	For a portfolio mortgage loan, add any amounts to be capitalized to the UPB of the mortgage loan as of the date specified in the agreement. Usually, the capitalization date is one month before the new modified payment will be due. **Note:** The servicer may request reimbursement from Fannie Mae when any of its costs are capitalized (see F-1-05, Expense Reimbursement).
	Revise the borrower's payment records to provide for collection of the modified payment.
	Apply any funds that • the borrower deposited with the servicer as a condition of the mortgage loan modification, • have been deposited on behalf of the borrower in connection with the mortgage loan modification, or • the mortgage insurer contributed in connection with the mortgage loan modification. **Note:** Amounts due for repayment of principal, interest, or advances must be remitted promptly to Fannie Mae. The remaining funds may be used to clear any advances made by the servicer or to credit the borrower's escrow deposit account.
	Determine if it must change the servicing fee in accordance with A2-3-02, Servicing Fees for Portfolio and MBS Mortgage Loans.

Recent Related Announcements

The table below provides references to recently issued Announcements that are related to this topic.

Announcements	Issue Date
Announcement SVC-2025-02	April 09, 2025
Announcement SVC-2024-06	November 13, 2024

Announcements	Issue Date
Announcement SVC-2023-03	May 10, 2023
Announcement SVC-2021-03	June 09, 2021
Announcement SVC-2019-03	May 15, 2019

F-1-28, Reviewing a Transfer of Ownership for Credit and Financial Capacity (06/12/2019)

Prior to approving a release of liability, the servicer must determine that the transferee's credit and financial capacity is acceptable as required in Chapter D1-4, Transfers of Ownership and D1-1-01, Evaluating a Request for the Release, or Partial Release, of Property Securing a Mortgage Loan.

The servicer must refer to the following Selling Guide topics to determine whether the transferee's credit and financial capacity is acceptable in accordance with Fannie Mae's underwriting guidelines:

- Selling Guide B1-1, Application Package Documentation;
- Selling Guide B2-2, Borrower Eligibility;
- Selling Guide B3-3, Income Assessment;
- Selling Guide B3-4, Asset Assessment;
- Selling Guide B3-5, Credit Assessment; and
- Selling Guide B3-6, Liability Assessment.

For a mortgage loan that has not been modified, the servicer is authorized to use Fannie Mae's automated underwriting system, Desktop Underwriter (DU) (see the Selling Guide B3-2, Desktop Underwriter (DU)) to determine the transferee's credit and financial capacity. If a servicer is not authorized to access DU, the servicer can obtain access by contacting Fannie Mae (see F-4-02, List of Contacts).

If utilizing DU, the servicer must

- submit the transaction as a limited cash-out refinance in DU, and
- use the original value of the property as defined in the Selling Guide.

> **Note:** For a mortgage loan that has been modified, the servicer must contact Fannie Mae to

determine the transferee's credit and financial capacity (see F-4-02, List of Contacts).

The servicer must follow the procedures in Obtaining MI Approval for a Conventional Mortgage Loan in F-1-17, Processing a Transfer of Ownership for information on obtaining mortgage insurer approval, if applicable.

The following table provides the requirements for evaluating a request for a release of liability.

If the servicer has determined that the transferee...	Then the servicer...
is capable of assuming the mortgage loan obligation and the mortgage loan • does not have MI, or • has MI and the mortgage insurer agrees to the release	is authorized to approve the release of liability.
is capable of assuming the mortgage loan obligation but the mortgage loan has MI and the mortgage insurer does not agree to the release	must deny the request for the release of liability, although the transfer may still be processed without a release of liability. **Note**: The denial must state the mortgage insurer's decision as its reason for not approving the request.
is not capable of assuming the mortgage loan obligation	must deny the request for release of liability, although the transfer may still be processed without a release of liability.

Recent Related Announcements

The table below provides references to recently issued Announcements that are related to this topic.

Announcements	Issue Date
Announcement SVC-2019-04	June 12, 2019

Chapter F-2, Exhibits

Introduction

This chapter contains the exhibits referenced within this Servicing Guide.

F-2-01, Bankruptcy Referral and Completion Timelines (11/12/2014)

Introduction
This exhibit contains bankruptcy referral and completion timelines.

- Bankruptcy Referral and Completion Timelines

Bankruptcy Referral and Completion Timelines

Chapter 7 Bankruptcy		
Delinquency Status	**When to Refer to an Attorney**	**Timeline for Case Completion**
Mortgage loan is delinquent, but less than 60 days delinquent when the bankruptcy is filed.	May refer for proof of claim preparation if proof of claim is required to be filed.	2 months and 2 weeks from the 60th day of delinquency to case completion.
Mortgage loan is 60 or more days delinquent or in foreclosure when the bankruptcy is filed.	Refer no later than two weeks after the bankruptcy is filed.	Two months and two weeks from the date of the bankruptcy filing to case completion.
Case completion for a Chapter 7 bankruptcy proceeding is defined as: automatic stay terminated, case dismissed or closed, or the borrower receives a discharge and the trustee abandons all interest in the secured property.		
Chapter 11 Bankruptcy		
Delinquency Status	**When to Refer to an Attorney**	**Timeline for Case Completion**
Mortgage loan is current or delinquent when bankruptcy is filed.	Refer no later than two weeks from the date of the bankruptcy filing.	No timeline implemented at this time.

Chapter 12 and 13 Bankruptcy		
Delinquency Status	**When to Refer to an Attorney**	**Timeline for Case Completion**
Mortgage loan is delinquent but less than 60 days delinquent when the bankruptcy is filed.	May refer for proof of claim preparation and plan review.	Five months and two weeks from the 60th day of delinquency.
Mortgage loan is 60 or more days delinquent or in foreclosure when the bankruptcy is filed.	Refer no later than two weeks after the bankruptcy is filed.	Five months and two weeks from the date of the bankruptcy filing to case completion.
After confirmation of either a Chapter 12 or Chapter 13 plan, the mortgagor becomes 60 days delinquent making payments pursuant to the plan.	Refer when the mortgage loan is 60 days delinquent, but no later than 2 weeks from the 60th day of delinquency.	Five months and two weeks from the 60th day of delinquency.
Case completion for a Chapter 12 or 13 bankruptcy proceeding is defined as: automatic stay terminated, case dismissed or closed, the trustee abandons all interest in the secured property, or the Chapter 12 or 13 plan is confirmed.		

Recent Related Announcements

There are no recently issued Announcements related to this topic.

F-2-02, Incentive Fees for Workout Options (10/11/2023)

Introduction
This exhibit contains incentive fees for workout options.

- Incentive Fees for Workout Options

Incentive Fees for Workout Options

The following table lists the incentive fees for certain workout options that will be paid on mortgage loans where Fannie Mae bears the risk of loss.

> **Note:** Servicer incentive fees for retention workout options will be cumulatively capped at a total of $1,000 per mortgage loan, regardless of whether the initial retention workout option and any subsequent retention workout option were a result of the same hardship. Liquidation workout options are not subject to the cumulative incentive fee cap.

Workout Option	Incentive Fee	Additional Information
Repayment Plan	$500	The following conditions must be satisfied: • The mortgage loan must be 60 days or more delinquent when first reported with a delinquency status code 12 – Repayment Plan. • The mortgage loan must be brought current upon the successful completion of the repayment plan. • The mortgage loan must not be brought current in the same month as the delinquency status code 12 – Repayment Plan is reported. • The mortgage loan must not be paid in full or repurchased after the delinquency status code 12 – Repayment Plan is reported and before the mortgage loan becomes current. • If a repayment plan incentive fee has been paid for the mortgage loan previously, a 12-month period must have elapsed from the date the mortgage loan became current.
Payment Deferral, Disaster Payment Deferral	$500	The servicer must complete the payment deferral or disaster payment deferral (i.e., submit the case via Fannie Mae's servicing solutions system).
Fannie Mae Flex Modification	$1,000	The servicer must close the Fannie Mae Flex Modification within two months of the last day of the month in which the final Trial Period Plan payment is due.

Workout Option	Incentive Fee	Additional Information	
Fannie Mae Short Sale	**Number of Days the Mortgage Loan is Delinquent at the Time the Case is Closed in Fannie Mae's servicing solutions system**	**Incentive Fee Amount**	None
	Less than or equal to 210 days delinquent	$2,500	
	211 days delinquent up to and including 300 days delinquent	$1,500	
	Greater than 300 days delinquent	$750	
Fannie Mae Mortgage Release (Deed-in-Lieu of Foreclosure)	**Number of Days the Mortgage Loan is Delinquent at the Time the Case is Closed in Fannie Mae's servicing solutions system**	**Incentive Fee Amount**	None
	Less than or equal to 210 days delinquent	$2,500	
	211 days delinquent up to and including 300 days delinquent	$1,500	
	Greater than 300 days delinquent	$750	

Recent Related Announcements

The table below provides references to recently issued Announcements that are related to this topic.

Announcements	Issue date
Announcement SVC-2023-05	October 11, 2023

Announcements	Issue date
Announcement SVC-2020-07	December 9, 2020
Announcement SVC-2020-04	September 9, 2020

F-2-03, Compensatory Fee Calculation Examples (02/13/2019)

Introduction
This exhibit contains compensatory fee calculation examples.

- Compensatory Fee Calculation Examples

Compensatory Fee Calculation Examples

The following examples illustrate how compensatory fees will be calculated using the following formula:

UPB x (Daily PTR/365) x Number of Days Delayed.

Example #1: Mortgage Loan-Level Compensatory Fee Analysis Resulting in a Compensatory Fee: In this mortgage loan-level example, the servicer exceeded Fannie Mae's allowable foreclosure time frame and would be billed a compensatory fee in the amount of $728.77.

Property Located in Florida	
UPB	$100,000
PTR	4.75%
LPI	02/01/2013
Property Located in Florida	
Foreclosure Sale Date	10/15/2015
Servicer's Overall State Foreclosure Time Frame	986 days

Property Located in Florida	
Fannie Mae's Overall Allowable Foreclosure Time Frame for Florida	930 days
Allowable Delays Reported	0 days
Number of Days Over Allowable Foreclosure Time Frame	56 days
Compensatory Fee	($100,000)(.0475/365)*(56) = $728.77

Example #2: Mortgage Loan-Level Compensatory Fee Analysis Not Resulting in a Compensatory Fee: In this mortgage loan-level example, the servicer performed under Fannie Mae's allowable foreclosure time frame by 53 days, so a compensatory fee would not be assessed against the servicer for this mortgage loan.

Property Located in Colorado	
UPB	$200,000
PTR	5.25%
LPI	10/01/2015
Foreclosure Sale Date	12/01/2016
Servicer's Overall State Foreclosure Time Frame	427 days
Fannie Mae's Overall Allowable Foreclosure Time Frame for Colorado	450 days
Allowable Delays Reported	30 days
Number of Days Under Allowable Foreclosure Time Frame	– 53 days
Compensatory Fee	Not Applicable

Recent Related Announcements

The table below provides references to recently issued Announcements that are related to this topic.

Announcements	Issue Date
Announcement SVC-2019-01	February 13, 2019

F-2-04, Firm Minimum Requirements (10/11/2023)

Introduction
This exhibit contains firm minimum requirements.

- Firm Minimum Requirements

Firm Minimum Requirements

The following table describes Fannie Mae's minimum requirements for all law firms selected and retained for default-related legal services for all conventional or government single-family mortgage loans held in Fannie Mae's portfolio and MBS pool mortgage loans guaranteed by Fannie Mae.

Requirement	Description
1. The law firm's practice areas must include end-to-end default-related and REO-related legal services.	A firm's practice areas must include end-to-end default-related legal services (foreclosure, bankruptcy, loss mitigation (for example, deeds-in-lieu of foreclosure), and related litigation) and REO-related legal services (eviction, REO closing, and related litigation). A firm must • be familiar with industry standards in the jurisdiction in which it practices; • understand the jurisdiction's legal processes and requirements in foreclosure, bankruptcy, eviction, REO closing, and related litigation; and • understand the substantive legal issues in the jurisdiction (for example, standing). Servicers must consider a firm's experience in the following areas: • the Fannie Mae *Servicing Guide;* • dealing with loss mitigation; • foreclosure mediation; • the FDCPA; • title curative issues; and • general housing-related issues (for example, rent control; Section 8; lead paint liability; health code violations; foreclosure redemption, confirmation and ratification; HOAs; mobile home matters; and cooperative loans). Servicers must also give consideration to a firm's membership in default-related and REO-related trade and industry groups, jurisdiction bar event participation, seminar and lecture participation and attendance, and any other activities relevant to mortgage default and REO law practice.

Requirement	Description
2. The law firm must have an appropriately staffed and equipped office.	A firm must have an appropriately staffed and equipped office located in at least one of the jurisdictions in which the firm has been selected and retained for default-related legal services, or in at least one of the jurisdictions for which the servicer has submitted a *Servicer Selection Form* (Form 200) to Fannie Mae. An approximately staffed and equipped office means a physical office location (brick and mortar) from which law firm employees regularly work, that is not a place of abode, and that contains the usual and sundry equipment and facilities necessary to operate a law practice. A firm must be registered, licensed, and/or permitted, as necessary, with the appropriate jurisdictional authorities for all jurisdictions in which it practices.
3. The law firm must provide two jurisdiction-specific industry references.	A firm must provide the servicer with at least two jurisdiction-specific servicer or default-related references, or, if the firm has been in existence less than one year, the partners or shareholders of the firm must provide at least two servicer or default-related references in connection with work performed in the particular jurisdiction.
4. The law firm must have the ability to handle default-related and REO-related legal matters throughout the jurisdiction.	A firm must have the ability to handle foreclosures, bankruptcies, evictions, REO closings, and related litigation throughout the jurisdiction. If a firm has partnerships or relationships with third parties (for example, local counsel, trustee companies, or title companies) that will perform or complete some aspect of the default-related and REO-related work, the firm must • disclose such relationships and the extent to which third parties will be relied upon, and • have a reasonable contingency plan for the loss of any of those relationships or operational processes. In evaluating any such third-party relationship, the servicer must consider the length of time the relationship has existed and the adequacy of the firm's written policies to mitigate third-party risk. If a firm uses local counsel to handle matters within the jurisdiction, the firm must have a process to select, manage, and review the local counsel and their work product. The process must be designed to ensure that local attorneys are qualified and adequately trained and have a satisfactory history with respect to bar complaints, sanctions, and similar matters. For a firm's contested caseload (for example, contested foreclosures and litigated cases), the firm's reliance on local counsel must be minimal. Any use of local counsel for these matters must be structured so that the retained firm will direct and manage the local counsel on those matters.
5. The law firm must have completed a sufficient volume of default-related and REO-related legal services to demonstrate its experience.	The firm or its managing attorney(s) must have completed a sufficient number of foreclosure, bankruptcy, loss mitigation, eviction, and REO matters within the past 24 months to demonstrate that the firm has experience in representing creditors in default-related and REO-related matters. For the 24-month period, the servicer must review the total number of matters referred, the total number of matters completed, and the number of matters currently pending for each of the following areas: foreclosure, bankruptcy (including proof of claim and motion for relief from stay), loss mitigation, eviction, and REO closing. What constitutes a sufficient number of completed default-related and REO-related legal services will vary depending upon the jurisdiction at issue, the volume the servicer expects to refer to the firm, and the relative size of the firm. Servicers must consider these factors when making this determination.

<table>
<tr><th>Requirement</th><th>Description</th></tr>
<tr><td>6. The law firm must have at least two full-time attorneys dedicated to default mortgage practice in each jurisdiction in which the law firm has been selected and retained for default-related legal services (Qualifying Attorneys), with special rules applicable to a small number of jurisdictions.</td><td>
A firm must have at least two Qualifying Attorneys in each jurisdiction in which the law firm has been selected and retained for default-related legal services, one with at least eight years and a second with at least five years of jurisdiction-specific experience in foreclosure (including, where applicable, confirmation, redemption, and ratification matters), bankruptcy, loss mitigation, eviction, REO closing and related litigation (collectively, "default mortgage practice"). Each Qualifying Attorney must be an owner, partner, or a full-time employee of the firm.
The firm can meet the requirement that the Qualifying Attorneys are in each jurisdiction in one of the two ways outlined in the table below.
<table>
<tr><th>If the firm...</th><th>Then...</th></tr>
<tr><td>does not have an appropriately staffed and equipped office on the jurisdiction</td><td>the two Qualifying Attorneys must:
• reside in the relevant jurisdiction,
• be licensed and in good standing to practice law in the relevant jurisdiction,
• practice law on a full-time basis, and
• devote more than 50% of their working time to default mortgage practice in the relevant jurisdiction.</td></tr>
<tr><td>has an appropriately staffed and equipped office in the jurisdiction</td><td>one or both of the two Qualifying Attorneys may reside outside of the jurisdiction, provided the Qualifying Attorneys who are not resident in the relevant jurisdiction ordinarily work out of the firm's office(s) in the relevant jurisdiction (except during situations involving national or regional emergencies such as natural disaster, health-related pandemics or epidemics, and other situations making it appropriate and reasonable for the firm to not require employees to work at the firm's office(s)).</td></tr>
</table>
The servicer must obtain a list of the names of the firm’s managing attorneys, partners and associates with the years of experience in each area (foreclosure, bankruptcy, eviction, REO closing, and related litigation).
Special rules apply to Alaska, Idaho, Montana, New Hampshire, North Dakota, Rhode Island, South Dakota, West Virginia, Wyoming, the U.S. Territories of American Samoa, Guam, Puerto Rico, the U.S. Virgin Islands, and to the District of Columbia. In these jurisdictions, the two Qualifying Attorneys must:
• be licensed and in good standing to practice law in the relevant jurisdiction; and
• practice law on a full-time basis.
While Fannie Mae expects that servicers will give preference to firms that employ at least two Qualifying Attorneys who reside in the relevant jurisdiction and devote more than 50% of their working time to default mortgage practice in the relevant jurisdiction, servicers may use a firm that does not meet these two standards if the firm otherwise meets the firm minimum requirements.
When submitting the *Servicer Selection Form* (Form 200), the servicer must identify the Qualifying Attorneys for each relevant jurisdiction subject to the requirements in the following table.
<table>
<tr><th>✓</th><th>At a minimum, the servicer must...</th></tr>
<tr><td></td><td>Identify where the attorneys reside by city or county.</td></tr>
<tr><td></td><td>Identify the jurisdiction in which the attorneys are licensed and are in good standing to practice law.</td></tr>
<tr><td></td><td>State whether the attorneys practice law on a full-time basis.</td></tr>
<tr><td></td><td>Describe the employment relationship between the firm and the attorneys, such as whether the attorneys are owners, principals, members, shareholders, partners, associates, or other employees.</td></tr>
</table>
</td></tr>
</table>

Requirement	Description
7. The law firm's attorneys must be licensed and in good standing in the jurisdiction in which the firm will be retained.	A firm's attorneys who will handle the work in the jurisdiction must be licensed to practice and be in good standing in the jurisdiction in which the firm will be retained. Legal work must be performed by attorneys licensed in the jurisdiction.
8. The law firm's non-attorney staff must have reasonable experience.	A firm's non-attorney staff must have reasonable experience. In determining what constitutes reasonable experience, the servicer must consider the average years of experience, education, qualifications, and demonstrated ability of the non-attorney staff in relation to their respective levels of responsibility.
9. The law firm must have an appropriate attorney-to-staff ratio to ensure appropriate staff oversight.	A firm must have an appropriate attorney-to-staff ratio to ensure appropriate staff oversight given the size of the firm and the firm's operational structure. In determining what constitutes an appropriate attorney-to-staff ratio, the servicer must consider whether the firm practices in a judicial or non-judicial foreclosure jurisdiction, the firm's case management practices, the jurisdiction-specific process, the experience of the firm's attorneys and staff, the firm's technology, and the firm's infrastructure.
10. The law firm must have appropriate attorney-to-file and staff-to-file ratios to ensure appropriate file oversight.	A firm must have appropriate attorney-to-file and staff-to-file ratios to ensure appropriate file oversight given the size of the firm and the firm's operational structure. In determining what constitutes the appropriate ratios, a servicer must consider whether the firm practices in a judicial or non-judicial foreclosure jurisdiction, the firm's case management practices, the jurisdiction-specific process, the experience of the firm's attorneys and staff, the firm's technology, and the firm's infrastructure.
11. The law firm must have the ability to grow and contract based on market conditions.	As of the date of the submission of the *Servicer Selection Form* (Form 200), the firm must have the ability to accept additional referrals. The firm must not be operating at full capacity given the existing facilities, personnel, and technology or, alternatively, the firm must outline to the servicer's satisfaction the steps and time frame necessary to be in a position to handle additional referrals while still maintaining appropriate attorney-to-file and staff-to-file ratios. A firm must also have contingency plans to deal with a contraction in the market.

Requirement	Description
12. The law firm must demonstrate high professional standards.	A firm must demonstrate a history of legal practice that comports with applicable legal and ethical standards, reflecting high professional standards. The servicer must conclude that the firm does not, considering the totality of the circumstances, pose a legal or reputational risk or exhibit systematic issues that may lead to legal or reputational risk. A servicer must obtain the following information from the firm in order to evaluate the sufficiency of the firm's professional standards: • any sanctions against the firm or any of its present or former attorneys in the past 5 years, including the nature of the sanctions and, if they relate to a loan-level matter or systemic firm practice, any corrective actions taken by the firm; • any bar complaints/reprimands against present or former firm attorneys in the past 10 years and whether the complaints were closed, are pending, or resulted in some form of adverse action; • any government investigations involving the firm in the past 10 years and whether the investigations involved firm practices or were related to investigations of the firm's client; • any damages or settlement of claims as result of an allegation of professional negligence against the firm or its attorneys in the past 5 years ◦ in excess of $20,000 in any single occurrence or $50,000 in the aggregate, or ◦ that reflect a possible pattern of professional negligence, regardless of amount; and • any significant litigation asserting systemic issues with firm processes or legal work, such as any class action against the firm. If the servicer is aware of any of the above items that involve the firm's professional standards but which were not disclosed by the firm, the servicer must disclose them to Fannie Mae in Form 200. The servicer must obtain disclosure from the firm regarding whether the firm (or any of its partners, shareholders, or employees while acting as a partner, shareholder, or principal at another firm) has previously been terminated by Fannie Mae or Freddie Mac or had referrals by Fannie Mae or Freddie Mac suspended. The servicer must obtain a certification from the firm that, to the best of the firm's knowledge, the firm's documents have been and continue to be prepared, executed, and notarized in compliance with applicable law. If the firm reports that the firm, its attorneys, notaries, or third parties that the firm relies on to perform any aspect of default-related or REO-related services have previously prepared, executed, or notarized documents that have not been in compliance with applicable law, the servicer must conclude that the firm has instituted controls, procedures, and processes to address the contributing cause(s) of the firm's failure to comply with applicable law in order to execute Form 200. Fannie Mae expects servicers to exercise sound judgment and consider the totality of the circumstances in evaluating the potential legal and reputational risks posed by a firm. The items for consideration outlined above are not intended to be exhaustive or to disqualify a firm from retention if the servicer concludes that the firm is acceptable considering the totality of the circumstances.
13. The law firm must be able to track, monitor and complete matters within defined timelines.	The servicer must confirm that the firm is able to track, monitor, and complete foreclosure and bankruptcy matters in compliance with applicable law and Fannie Mae timeline requirements, taking into consideration outside factors that impact compliance with Fannie Mae timelines such as new foreclosure requirements and court delays. The servicer must review the firm's completion timelines.
14. The law firm must have the ability to report key data to Fannie Mae.	A firm must have the capability to provide daily reporting to Fannie Mae, including via a web-based attorney reporting system, regarding key metrics (that is, volume, timelines, delays, loss mitigation successes, etc.). The firm must have staff responsible for reporting.
15. The law firm must have the ability to report diversity data.	A firm must have the capability to report diversity data to the servicer and Fannie Mae, if necessary, in accordance with the HERA. Pursuant to Selling Guide A3-2-01, Compliance with Laws, the servicer must provide Fannie Mae with data regarding the diversity status of the servicer, its agents, subcontractors, and vendors, including: appropriate certifications of minority-, women-, and disabled-owned status; reports, as requested, on the number of minorities, women, and individuals with disabilities utilized; and any other information Fannie Mae requests for purposes of complying with HERA or any other diversity and inclusion requirements.

Requirement	Description
16. The law firm must have adequate technology.	A firm must have technology to provide reporting, communication, and tracking of key events and milestones. A firm must have access to PACER/ECF or other similar systems to obtain case and docket information from federal appellate, district, and bankruptcy court records. The firm must be able to provide status reports and track significant dates and events for foreclosure, bankruptcy, evictions, and REO closings. The firm must have the capability to measure duration between various process stages, to identify process impediments (for example, holds), and to parse holds into different categories. If a firm has partnerships or relationships with third parties (for example, local counsel, trustee companies, or title companies) that will perform or complete some aspect of the default-related or REO-related work or if the firm relies on other offices to perform some aspect of the work or provide operational support, the firm must maintain a reliable and secure means of exchanging matter information between each office and any third party the firm relies upon. The servicer must require a firm to describe whether the firm currently uses a universal translation technology to communicate information between its technological system and the various servicers' systems or explain its method for transmitting information efficiently, accurately, and securely to servicers.
17. The law firm must have adequate technical support.	A firm must have in-house technical expertise or readily available vendor technical support.
18. The law firm must have an appropriate amount of errors and omissions insurance coverage.	A firm must have an appropriate amount of errors and omissions insurance coverage. The amount of required insurance coverage depends upon the amount of foreclosure matters the firm is handling or expects to handle for Fannie Mae and Freddie Mac when it is being evaluated by the servicer. A firm retained to handle Fannie Mae matters must have or be able to obtain the following coverage prior to receiving referrals under the new requirements: • Tier I: volume of 0 to 4,499 foreclosure matters, coverage of not less than $1 million per occurrence with an aggregate of not less than $3 million; • Tier II: volume of 4,500 to 19,999 foreclosure matters, coverage of not less than $5 million per occurrence with an aggregate of not less than $5 million; and • Tier III: volume of 20,000 or more foreclosure matters, coverage of not less than $8 million per occurrence with an aggregate of not less than $8 million. The required level of insurance is determined by the higher of the Fannie Mae or Freddie Mac pending foreclosure volume. By way of example, if a law firm had 2,000 Fannie Mae foreclosure matters and 4,501 Freddie Mac foreclosure matters, the firm would fall within Tier II and the required coverage would be not less than $5 million per occurrence with an aggregate of not less than $5 million. Beginning in 2014, servicers must conduct an updated coverage analysis annually, with the appropriate level of insurance to be determined by the number of matters being handled as of June 1 of each year. When an annual review reveals a need to increase a law firm's coverage, law firms will have until December 31 of each year to obtain any required increased coverage. Servicers may grant firms additional time to obtain increased coverage if necessary to reach the routine renewal date for the firm's policy, but may not grant extensions beyond June 1 of the following year.
19. The law firm must have adequate financial resources.	A firm must have the financial ability to make required advances in connection with filing fees and costs necessary to process default-related and REO-related matters. The servicer must review the firm's financial statements or other financial documents in order to confirm that the firm has sufficient reserves or credit lines to manage operating expenses.
20. The law firm must have business continuity and/or disaster recovery plans in place.	A firm must have business continuity and/or disaster recovery plans in place to recover critical business functions. A firm must have a documented succession/continuity plan in the event of loss of the firm owner/partners.
21. The law firm must have adequate QC, supervision of staff, and review of documents.	A firm must have written policies, procedures, and/or processes in place by the date of the submission of Form 200 to ensure the proper management and supervision of staff and the proper preparation, review, execution, and notarization of default-related and REO-related documents. The firm must also have an escalation process for employees to raise document execution and other QC issues to firm management. The servicer must require the firm to provide information related to the firm's process for ensuring compliance with its policies, procedures, processes, and training, such as an internal compliance program and/or QC reviews.

Requirement	Description
22. The law firm must provide adequate employee training.	A firm must have written policies for employee training, including privacy training. In determining whether a firm's employee training is adequate, the servicer must consider the frequency of training, the presence of policies and procedures, and firm handbooks, manuals, or job aids.
23. The law firm must have adequate controls over information security, data management, and fraud prevention.	A firm must maintain physical, technical, and procedural controls and effective information security and data management to • ensure the security and confidentiality of personally identifiable information (PII) and confidential information, whether in paper, electronic or other form; • protect against any threats or hazards to the security or integrity of such information; and • protect against unauthorized access to or use of such information. The firm must implement controls meeting or exceeding industry standards, including, as applicable, standards promulgated by the ISO or NIST. A firm must ensure that PII that is stored on its systems and workstations is encrypted at rest at all times. A firm must have secured storage for promissory notes and other original documents to prevent theft and to ensure protection against fire, flood or other damage. A firm may not perform, outsource, or send to any affiliate outside of the United States or its territories, any legal work on GSE mortgage loans, including any storage of GSE data. A firm may not send any PII underlying GSE mortgage loans outside the United States. A firm must have written policies, procedures, and processes in place by the date of the submission of Form 200 related to protection of PII and fraud prevention, including policies, procedures, and processes related to: background checks of all employees; protection of PII; fraud prevention and identification; and incident response and notification protocols for data breaches and other security incidents. The servicer must review and confirm that the firm meets these requirements for information security, data management, protection of PII, and fraud prevention.
24. No substantial part of the law firm's practice may include matters that are adverse to financial institutions, including Fannie Mae or Freddie Mac.	No substantial part of a firm's practice may include matters that are adverse to financial institutions, including Fannie Mae or Freddie Mac. Matters adverse to financial institutions include HOA foreclosures, consumer debtor or mortgagor representations, and bankruptcy trustee representations.
25. The servicer must disclose to Fannie Mae any relationships between the servicer and the firm and any relationships between the firm and any outsourcing company utilized by the servicer.	Attorneys handling Fannie Mae matters must not be affected by a conflict of interest. A servicer must retain the most qualified attorneys to handle Fannie Mae matters without regard to arrangements that could provide a financial or personal benefit directly or indirectly to the servicer, its employees, or any outsourcing companies or other third-party vendors utilized by the servicer to assist in servicing defaulted mortgage loans. In Form 200, the servicer must disclose to Fannie Mae any current, past (within the last five years), or pending personal and/or financial relationships between • the servicer and the law firm, including its partners and shareholders (as applicable) and • the law firm, including its partners and shareholders (as applicable); and any outsourcing company or other third-party vendor utilized by the servicer to assist in servicing defaulted mortgage loans.
26. The law firm must disclose any interest in providers of related services.	The servicer must require a firm to disclose the identity of, and any relationship with, any entities providing third-party support functions, including, but not limited to, title searches, title insurance, posting, publication, and service of process. The servicer must require the firm to disclose whether the firm has a process to select and regularly review costs and performance of vendors to ensure competitive pricing and high quality.
27. The law firm must adhere to Fannie Mae guidelines regarding outsourcing fees, referral fees, technology and electronic invoice fees, and vendor selection.	For additional information on these requirements, see A4-2.2-03, Prohibition Against Servicer-Specified Vendors for Fannie Mae Referrals, Use of Vendors, and Outsourcing Companies. The servicer must follow the procedures in F-1-05, Expense Reimbursement to request reimbursement from Fannie Mae.

Recent Related Announcements

The table below provides references to recently issued Announcements that are related to this topic.

Announcements	Issue Date
Announcement SVC-2023-05	October 11, 2023

F-2-05, Historical Yield Differential Adjustment Provisions (08/16/2017)

Introduction
This exhibit contains historical yield differential adjustment provisions.

- Historical Yield Differential Adjustment Provisions

Historical Yield Differential Adjustment Provisions

Fannie Mae's present yield differential adjustment policy and a history of the various yield differential adjustment policies that may apply to mortgage loans are dependent on whether the mortgage loan is a fixed-rate mortgage loan, an ARM loan, or a co-op share loan.

Provisions for Fixed-Rate Mortgage Loans: The following table describes the historical yield differential adjustment policies for fixed-rate mortgage loans, except for co-op share loans.

Date of Commitment	Terms of Provision
June 22, 1981 to Fannie Mae investor reporting system conversion date[1]	**Gross Yield Commitment**: The servicer and Fannie Mae each retain one-half of the first 0.25% excess. After that, the servicer retains one-fourth of any other excess and Fannie Mae retains three-fourths. **Net Yield Commitment**: After the excess is reduced by a minimum servicing fee of 0.375%, the remaining excess is shared under the same formula as shown above.
Fannie Mae investor reporting system date[1] to present	The servicer retains all excess yield.

Provisions for ARM Loans: The following table describes the historical yield differential adjustment policies

for ARM loans, except for co-op share loans.

Date of Commitment	Terms of Provision
August 15, 1983 to September 10, 2017[2]	If Fannie Mae purchased the mortgage loan at **par**, the servicer retains until the first interest rate change any excess above the difference between the net mortgage rate and Fannie Mae's required yield. After that, the servicer may retain the amount by which the net mortgage margin[3] exceeds Fannie Mae's required margin. If Fannie Mae purchased the mortgage loan at a discount, the servicer retains until the first interest rate change any excess above the difference between the net mortgage rate and Fannie Mae's required yield. After that, the servicer receives no excess.
On and after September 11, 2017	For whole loans, at rate reset the lender pass-through rate must be calculated using the top-down method of calculation. See, 5-02, Calculations Related to Pass-through Rates in Fannie Mae's Investor Reporting Manual for additional information regarding this calculation method.

Provisions for Co-op Share Loans: The following table describes the historical yield differential adjustment policies for co-op share loans.

Date of Commitment	Terms of Provision
May 11, 1984 through August 26, 1984	The servicer retains all excess yield for ARM loans. After the excess for a fixed-rate mortgage is reduced by a minimum servicing fee of 0.375%, the remaining excess is shared as follows: • Fannie Mae and the servicer each retain one-half of the first 0.25% excess. • After that, the servicer retains one-fourth of any other excess and Fannie Mae retains three-fourths.
August 27, 1984 to September 10, 2017	For both ***ARM loans*** and ***fixed-rate mortgage loans*** , the servicer retains all excess yield.
On and after September 11, 2017	For ARM whole loans, at rate reset the lender pass-through rate must be calculated using the top-down method of calculation. See, 5-02, Calculations Related to Pass-through Rates in Fannie Mae's Investor Reporting Manual for additional information regarding this calculation method.

1	The date that the mortgage seller was converted to the Fannie Mae investor reporting system. The dates that the Fannie Mae regional offices implemented the Fannie Mae investor reporting system are: Atlanta, November 26, 1984; Chicago, December 3, 1984; Dallas, December 3, 1984; Pasadena, December 10, 1984; and Philadelphia, November 5,1984.
2	Different provisions apply for any interest rate-capped ARM plan mortgage loans delivered under commitments dated on and after February 19, 1985. Under those provisions, the servicer retains until the first interest rate change any excess above the difference between the net mortgage rate and Fannie Mae's required yield. The net mortgage rate is determined by subtracting the 0.5% minimum servicing fee from the mortgage interest rate. Then, on each interest rate change date, the servicer is allowed to retain the amount by which the new net mortgage rate exceeds Fannie Mae's new required PTR. The required PTR is determined by adding the net required margin to the index value, and then comparing the result to the maximum allowable required yield that was determined for both the per-adjustment and lifetime interest rate limitations when Fannie Mae purchased the mortgage. If the calculated PTR exceeds the maximum allowable required yield, that yield becomes the PTR
3	The net mortgage margin is determined by subtracting the 0.5% minimum servicing fee from the margin specified in the mortgage instrument.

Recent Related Announcements

There are no recently issued Announcements related to this topic.

F-2-06, Mortgage Insurer Delegations for Workout Options (02/09/2022)

Introduction
This exhibit contains information related to mortgage insurer delegations for workout options.

- Mortgage Insurer Delegations for Workout Options

Mortgage Insurer Delegations for Workout Options

Fannie Mae has obtained delegation of authority on behalf of all servicers from each of the mortgage insurers identified below for the workout options listed. If Fannie Mae has not obtained delegation of authority from the mortgage insurer for any particular workout option, the servicer must obtain this delegation or seek mortgage

insurer approval.

Fannie Mae Flex Modification: Arch MI, Essent Guaranty, Enact, MassHousing, MGIC, NMI, Radian Guaranty, RMIC, Triad, United Guaranty.

Payment deferral: Arch MI, Essent Guaranty, Enact, MassHousing, MGIC, NMI, Radian Guaranty, RMIC, United Guaranty

Disaster payment deferral: Arch MI, Essent Guaranty, Enact, MassHousing, MGIC, NMI, Radian Guaranty, RMIC, United Guaranty.

Fannie Mae Short Sale: Arch MI, Essent Guaranty, Enact, MassHousing, MGIC, NMI, PMI, Radian Guaranty, RMIC, Triad, United Guaranty.

Fannie Mae Mortgage Release (Deed-in-Lieu of Foreclosure): Arch MI, Essent Guaranty, Enact, MassHousing, MGIC, NMI, PMI, Radian Guaranty, RMIC, Triad, United Guaranty.

In addition, the delegations to Fannie Mae allow for mortgage loan modification and Mortgage Release decisions to be made outside the published terms of the programs listed above. The following mortgage insurers have delegated these decisions to Fannie Mae: Arch MI, Essent Guaranty, Enact, MassHousing, MGIC, NMI, Radian Guaranty, RMIC, Triad, United Guaranty and PMI (for short sale and Mortgage Release decisions only).

> **Note**: Fannie Mae instructs the servicer, when filing a claim for a short sale or Mortgage Release (Deed-in-Lieu of Foreclosure), to provide the relevant available valuation to the mortgage insurer if requested.

Recent Related Announcements

The table below provides references to recently issued Announcements that are related to this topic.

Announcements	Issue Date
Announcement SVC-2022-01	February 9, 2022
Announcement SVC-2020-07	December 9, 2020
Announcement SVC-2020-04	September 9, 2020

F-2-07, Reporting the Principal Amount for Mortgage Loans with Principal Forbearance (09/09/2020)

Introduction
This exhibit contains reporting the principal amount for mortgage loans with principal forbearance.

- Reporting the Principal Amount for Mortgage Loans with Principal Forbearance

Reporting the Principal Amount for Mortgage Loans with Principal Forbearance

The chart below indicates how to report the principal amount for mortgage loans with principal forbearance on the LAR by remittance type.

Reporting LAR Liquidations	Reporting for Remittance Type Actual/Actual	Reporting for Remittance Type Scheduled/Actual	Reporting for Remittance Type Scheduled/Scheduled (Portfolio) (also called MRS or MBS-Acquired)
Payoff (Action Code 60)	Actual UPB = $0.00 Principal Amount = Prior Month Ending Actual UPB + Principal Forbearance Amount	Actual UPB = $0.00 Principal Amount = Prior Month Ending Actual UPB + Principal Forbearance Amount	Actual UPB = $0.00 Principal Amount = Prior Month Scheduled UPB + Principal Forbearance Amount
Repurchase (Action Code 65)	Actual UPB = $0.00 Principal Amount = (Prior Month Ending Actual UPB + Principal Forbearance Amount) x Purchase Price	Actual UPB = $0.00 Principal Amount = (Prior Month Ending Actual UPB + Principal Forbearance Amount) x Purchase Price	Actual UPB = $0.00 Principal Amount = (Prior Month Scheduled UPB + Principal Forbearance Amount) x Purchase Price
Foreclosure (Action Codes 70, 71, 72)	Actual UPB[1] = Actual UPB reported as of the end of the prior reporting month. Principal Amount = $0.00	Actual UPB[1]= Actual UPB reported as of the end of the prior reporting month. Principal Amount = $0.00	Actual UPB[1]= Actual UPB reported as of the end of the prior reporting month. Principal Amount = Prior Month Scheduled UPB + Principal Forbearance Amount

Action Code Descriptions

- Action Code 60 - Borrower Payoff/Investor Payoff
- Action Code 65 - Repurchase
- Action Code 70 - Liquidation Held for Sale

- Action Code 71 - Liquidated Third-Party Sale/Condemnation/Short Sale/Assigned to FHA/VA
- Action Code 72 - Liquidated-Pending Conveyance

1 Actual UPB reported as of the end of the prior reporting month, not including principal forbearance.

Recent Related Announcements

The table below provides references to recently issued Announcements that are related to this topic.

Announcements	Issue Date
Announcement SVC-2020-04	September 9, 2020

F-2-08, Servicing Fees for MBS Mortgage Loans (09/11/2019)

Introduction
This exhibit contains servicing fees for MBS mortgage loans.

- Servicing Fees for MBS Mortgage Loans

Servicing Fees for MBS Mortgage Loans

The following table describes the servicing fees that apply to MBS mortgage loans.

Product	Servicing Fee
HUD-guaranteed Section 184 mortgage loans and FHA-insured Section 248 mortgage loans with a fixed interest rate	0.25% minimum fee 0.5% maximum fee
All other fixed-rate mortgage loans	0.25% minimum fee 0.5% maximum fee for mortgage loans with an MBS pool issue date on or after June 1, 2019
FHA-insured Section 248 mortgage loans with an adjustable interest rate	0.25% minimum fee 0.5% maximum fee
Uniform Hybrid ARM loans (5/1 Hybrid ARM Plan 3252)	0.125% minimum fee

Product	Servicing Fee
All other ARM loans	0.25% minimum fee

Recent Related Announcements

The table below provides references to recently issued Announcements that are related to this topic.

Announcements	Issue Date
Announcement SVC-2019-06	September 11, 2019

F-2-09, Servicing Fees for Portfolio Mortgage Loans (09/11/2019)

Introduction
This exhibit contains servicing fees for portfolio mortgage loans.

- Servicing Fees for Portfolio Mortgage Loans

Servicing Fees for Portfolio Mortgage Loans

The following table describes the servicing fees that apply to portfolio mortgage loans.

Product	Servicing Fee
RD direct-leveraged conventional fixed-rate mortgage loans and RD-guaranteed fixed-rate mortgage loans	0.25% minimum fee
HUD-guaranteed Section 184 mortgage loans and FHA-insured Section 248 mortgage loans with a fixed interest rate	0.5% maximum fee 0.25% minimum fee
FHA-insured Section 248 mortgage loans with an adjustable interest rate	0.25% minimum fee 0.5% maximum fee
HomeStyle Renovation mortgage loans with a fixed interest rate	0.25% minimum fee 0.5% maximum fee for mortgage loans delivered on or after June 1, 2019

Product	Servicing Fee
HomeStyle Construction-to-Permanent mortgage loans with an adjustable interest rate	0.25% minimum fee 1% maximum fee during construction phase, only if the mortgage loan is delivered under a commitment that specifies the premium pricing option 0.5% maximum fee during permanent phase, only if the mortgage is delivered under a commitment that specifies the premium pricing option
HomeStyle Construction-to-Permanent mortgage loans with a fixed interest rate	0.25% minimum fee 1% maximum fee during construction phase if the mortgage loan is delivered under a commitment that specifies the premium pricing option 0.5% maximum fee upon completion of the construction phase, if the mortgage loan is delivered under a commitment that specifies the premium pricing option or the mortgage loan is delivered on or after June 1, 2019
FHA Title I mortgage loans	0.5% minimum fee 1.25% maximum fee
Fixed-rate second-lien mortgage loans	0.5% minimum fee 1.25% maximum fee
Conventional fixed-rate, fully amortizing first-lien mortgage loans with the scheduled/scheduled remittance type	0.25% minimum fee 0.5% maximum fee for mortgage loans delivered on or after June 1, 2019
All other fixed-rate monthly payment first-lien mortgage loans with an actual/actual or scheduled/actual remittance type	Either 0.25% or 0.375% minimum fee (at lender's option) 0.5% maximum fee for mortgage loans delivered on or after June 1, 2019
Biweekly payment first-lien mortgage loans	Either 0.25% or 0.375% minimum fee (at lender's option)
All ARM loans	0.25% minimum fee

Recent Related Announcements

The table below provides references to recently issued Announcements that are related to this topic.

Announcements	Issue Date
Announcement SVC-2019-06	September 11, 2019

F-2-10, Fannie Mae's Workout Hierarchy (12/09/2020)

Introduction
This exhibit contains Fannie Mae's Workout Hierarchy.

- Fannie Mae's Workout Hierarchy

Fannie Mae's Workout Hierarchy

The servicer must consider a reinstatement when the mortgage loan is delinquent and the servicer has determined that the borrower has the ability to bring the mortgage loan current.

The servicer must see *Chapter D2-3, Fannie Mae's Home Retention and Liquidation Workout Options* for the applicable workout option requirements. The following table provides guidance and the order of evaluation for available workout options for a conventional first lien mortgage loan. A complete BRP may not be required in accordance with the workout options described in Chapter D2-3, Fannie Mae's Home Retention and Liquidation Workout Options.

> **Note:** See *Workout Hierarchy for When a Borrower is Affected by a Disaster Event* in D1-3-01, Evaluating the Impact of a Disaster Event and Assisting a Borrower for the workout hierarchy in instances where the servicer determines that the borrower is unable to resolve a delinquency resulting from a disaster-related hardship through a reinstatement and cannot afford a repayment plan.

Temporary Hardship	
The following table describes the servicer's requirements if the borrower is experiencing or has experienced a temporary hardship resulting from a short-term decrease in income or increase in expenses.	
If the hardship has...	**Then the servicer must consider a...**
not been resolved	• D2-3.2-01, Forbearance Plan
been resolved and the borrower does not have the ability to reinstate the mortgage loan	• D2-3.2-02, Repayment Plan

Temporary Hardship	
been resolved and the borrower does not have the ability to afford a repayment plan	• D2-3.2-04, Payment Deferral
Permanent Hardship	
If the borrower is experiencing a hardship that has resulted in a permanent or long-term decrease in income or increase in expenses, the servicer must evaluate the borrower for a workout option in the following order: • D2-3.2-06, Fannie Mae Flex Modification • D2-3.3-01, Fannie Mae Short Sale • D2-3.3-02, Fannie Mae Mortgage Release (Deed-in-Lieu of Foreclosure) **Note:** If a borrower requests to be evaluated for a liquidation workout option, the servicer must first evaluate the borrower for a liquidation workout option.	

Recent Related Announcements

There are no recently issued Announcements related to this topic.

Chapter F-3, Acronyms and Glossary of Defined Terms

Introduction

This chapter provides a list of terms used throughout this Guide with associated definitions.

F-3-01, Acronyms and Glossary of Defined Terms: A (11/08/2017)

accrual rate

The rate at which interest is calculated; for a particular remittance date for an MBS pool, it is the mortgage interest rate due under the terms of the mortgage note during the period beginning on the second day of the month preceding the remittance date and ending on the first day of the month in which such remittance date occurs, less the servicer's servicing spread.

ACH

Automated Clearing House

acquired bifurcated mortgage loan

A bifurcated mortgage loan that has been through foreclosure or Mortgage Release but has not been sold by Fannie Mae.

acquired property

A property for which Fannie Mae has gained title through foreclosure or acceptance of a Mortgage Release (deed-in-lieu of foreclosure); often referred to as real estate owned (REO).

active bifurcated mortgage loan

A bifurcated mortgage loan that has not been foreclosed upon.

active document custodian

An entity that has certified MBS or portfolio mortgage loans for Fannie Mae in the previous calendar year.

actual/actual remittance type

A remittance type that requires the servicer to remit to Fannie Mae only the actual interest due (if it is collected from borrowers) and the actual principal payments collected from borrowers.

ADU

accessory dwelling unit

ALTA

American Land Title Association

AMI

area median incomes

AMN

Asset Management Network

appeal process

The first appeal process and the second appeal process that a seller/servicer or other responsible party can use to appeal a demand for a servicing remedy.

ARM

adjustable-rate mortgage

ARM Flex Plus®

ARM MBS pools that provide interest accruals at a weighted-average pool accrual rate (which is developed by using a fixed MBS margin) and allow interest rate caps to be applied independently to the individual mortgage loans in the pool and to the PTR for the pool. This means that the PTR for a mortgage loan may continue to increase even when no further increases can be made to the borrower's interest rate.

ARM Flex®

ARM MBS pools that provide interest accruals at a weighted-average pool accrual rate (which is developed by using either a fixed MBS margin or a weighted-average MBS margin). Because the application of the interest rate caps for the mortgage loan and the pool will coincide, the PTR for a mortgage loan will not increase on any change date in which the interest rate cap limits the interest rate that is charged to the borrower.

ARM loan conversion
A feature permissible for a mortgage loan as stated in the note or related note or addendum that allows the borrower to covert an ARM loan to a Fixed Rate loan.

ASAP Plus

As Soon As Pooled Plus

ASAP Sale

As Soon As Pooled Sale

assignment of rents

A transaction in which the purchaser (or transferee) of real property takes over or is added to the existing mortgage loan; the seller (or transferor) remains liable for the mortgage loan unless released by the lender or servicer from this obligation. The terms indicating whether or not the mortgage loan is assumable is determined by the security instrument.

assumption

A transaction in which the purchaser (or transferee) of real property takes over or is added to the existing mortgage loan; the seller (or transferor) remains liable for the mortgage loan unless released by the lender or servicer from this obligation. The terms indicating whether or not the mortgage loan is assumable is determined by the security instrument.

ATR

ability to repay

AVM

automated valuation model

F-3-02, Acronyms and Glossary of Defined Terms: B (10/12/2022)

bankruptcy cramdown

A bankruptcy cramdown is the process by which a bankruptcy court modifies the terms of a loan over the creditor's objection. A cramdown can extend the terms of a loan, reduce the interest rate, and divide a borrower’s debts into secured and unsecured portions. If the debt is divided into secured and unsecure portions, the secured portion is equal to the value of the property as determined by the court and the unsecured portion is equal to the difference between the total debt and the value of the property as, determined by the court. The secured portion of the debt should be paid by the borrower in full under the plan, and the unsecured portion will be treated as set forth in the plan, which may result in less than payment in full of the unsecured portion.

beneficial easement

An easement is that generally enhances the use or value of a property by allowing the property owner a limited use of another property, usually a contiguous property.

bifurcated mortgage loan

A mortgage loan or property for which the current servicer is not the responsible party for the selling representations and warranties and/or for the prior servicing responsibilities or liabilities.

Borrower Response Package (BRP)

All of the required documentation that the borrower is required to provide in response to a foreclosure prevention solicitation.

Borrower Solicitation Package

A standardized foreclosure prevention solicitation package that provides the borrower with information on all workout options and the required documentation that must be submitted to be evaluated for a workout option.

BPO

broker price opinion

bps

basis points

burdensome easement

An easement that may be detrimental to the use or value of the security property.

business day

A day other than (1) a Saturday or Sunday, (2) a day on which the Federal Reserve Bank of New York (or other agent acting as Fannie Mae’s fiscal agent) is authorized or obligated by law or executive order to remain closed,

or (3) a day on which the main offices of Fannie Mae in the District of Columbia are scheduled to be closed. In this Guide, the word “day” without the modifier “business” refers to a calendar day.

buydown account

An account in which funds are held so that they can be applied as part of the monthly payment as each payment comes due during the period that an interest rate buydown plan is in effect.

F-3-03, Acronyms and Glossary of Defined Terms: C (02/12/2025)

calendar day

Any day in a month, including Saturdays, Sundays, and Holidays. This term is only used within the context of the Investor Reporting process. (Also see "business day" in this Glossary)

call abandonment rate

The percentage of calls that are not intercepted by a live operator before being disconnected (pure data with no exclusions for servicer thresholds, service levels, or call blocking).

call blockage rate

The percentage of calls that did not connect internally with the servicer due to circuit unavailability or programmatic blockage of calls by the automated call distribution system.

call option

A provision in the mortgage that gives Fannie Mae the right to call the mortgage due and payable at the end of a specified period for whatever reason.

cancellation of MI

Notification by the mortgage insurer that it has cancelled coverage in connection with a specified mortgage loan as of a specified date due to a breach of one or more provisions of the applicable mortgage guaranty insurance policy.

capitalization

The addition of certain amounts due under the mortgage loan—such as T&I payments made by the servicer or delinquent interest installments—to the UPB of the mortgage loan, either because the borrower was unable to pay them or the servicer paid them on the borrower’s behalf.

Cash Remittance System (CRS)

The system used to process P&I remittances for actual/actual remittance type mortgage loans, as well as special remittances for all mortgage loan types.

cash reserves

Liquid assets such as cash, savings, money market funds, or marketable stocks or bonds (excluding retirement accounts).

claim denial (MI)

Notification by the mortgage insurer that a claim will not be paid in connection with a specified mortgage loan due to a breach of one or more provisions of the applicable mortgage guaranty insurance policy (for example, its obligation to produce documents).

clearing account

A bank account that is used for the temporary deposit of funds until they can be appropriately identified and transferred into a permanent account.

co-borrower

For Fannie Mae's purposes, this term is used to describe any borrower other than the first borrower whose name appears on the mortgage note, even when that person owns the property jointly with the first borrower (and is jointly and severally liable for the note).

co-op

unit in a cooperative project

Community Land Trust Ground Lease Rider

A *Community Land Trust Ground Lease Rider*, on either Fannie Mae Form 2100 or the Freddie Mac equivalent form, signed by the borrower and lessor, and recorded in the land records, is required for leasehold mortgages secured by properties held under a community land trust ground lease meeting Fannie Mae standards.

compensatory fee

A fee Fannie Mae charges as compensation for damages that may be incurred as the result of a seller/servicer's failure to comply with a specific policy or procedure or to emphasize the importance Fannie Mae places on a particular aspect of the seller/servicer's performance.

concurrent mortgage loan sale

An exchange of mortgage loans of like terms and quality between Fannie Mae and another seller.

concurrent sales participation pool mortgage loan

A mortgage loan that is part of a participation pool that was created as a result of a concurrent mortgage loan sale.

condemnation

Depending on context, may refer to a determination that a building is not fit for use or is dangerous and must be destroyed, or the taking of private property for a public purpose through an exercise of the right of eminent domain.

condo

unit in a condominium project

conforming mortgage loan

A conventional mortgage loan that had an origination-date principal balance not exceeding the current Fannie Mae loan limit. (“Current” refers to when Fannie Mae purchased or securitized the mortgage.) If a mortgage was originated prior to the current year, the loan limit that was in effect on the origination date is disregarded.

contractual payment

The payment required of the borrower in accordance with (or under) the promissory note and security instrument. The borrower's monthly contractual payment includes any required monthly escrow payment.

cooperative (co-op) project

A residential or mixed-use building wherein a corporation or trust holds title to the property and sells shares of stock representing the value of a single apartment unit to individuals who, in turn, receive a proprietary lease as evidence of title.

CPI

Consumer Price Index

CPM

Condo Project Manager

cramdown

See bankruptcy cramdown.

credit score

When used by Fannie Mae, the classic FICO score developed by Fair Isaac Corporation.

CU

Collateral Underwriter

CUSIP

Committee on Uniform Security Identification Procedures

custodial account

A bank account that a seller/servicer must establish to hold the funds of others—the borrower and Fannie Mae—as opposed to any account established to hold the seller/servicer’s corporate funds.

custody documents

The original mortgage note, and, in some cases, the original MI or loan guaranty certificate, and, if the mortgage

has been modified, the modification agreement.

F-3-04, Acronyms and Glossary of Defined Terms: D (08/17/2016)

data breach

An incident of unauthorized access or use of borrower information that results in any loss, unauthorized use, disclosure, unauthorized access, or unauthorized acquisition of information that is considered NPI (as defined by the Gramm-Leach-Bliley Act, 15 USC § 6809).

deferred payment obligation (DPO)

The unpaid portion of the MI claim where the failure to pay the full amount due on the claim is solely attributable to the mortgage insurer's financial inability to pay or its insolvency.

deferred payment obligation (DPO) mortgage insurer

A mortgage insurer that is insolvent or has the financial inability to pay its claims in full.

delinquency advance

An amount advanced by a servicer in respect of interest or principal on one or more mortgage loans, as required by their servicing contract, even though the servicer has not collected the actual funds from the related borrowers.

demand

A demand issued by Fannie Mae to a seller/servicer or other responsible party to provide a specific servicing remedy as provided in the Lender Contract. The issuance of a notice of servicing defect or request for payment of compensatory fees is not considered a "demand."

demand deposit account

A bank account in which the funds are available for withdrawal at any time without penalty.

deterioration

A loss in value that is caused by deterioration in the physical condition of a property's improvements.

direct surety bond

A class of bond that is written to afford protection for the direct acts of the principal in the event of a loss caused by the principal's negligence, lack of ability, or dishonest act.

DTI

Debt-to-income ratio

DU

Desktop Underwriter

F-3-05, Acronyms and Glossary of Defined Terms: E (10/19/2016)

early payment default underwriting review

A review of the seller's initial underwriting for a mortgage loan that becomes delinquent during the early years of the mortgage term.

electronic

Relating to technology having electrical, digital, magnetic, wireless, optical, electromagnetic, or similar capabilities.

electronic mortgage (eMortgage)

A mortgage loan for which the promissory note and possibly other documents (such as the security instrument and mortgage loan application) are created and stored electronically rather than by using traditional paper documentation that has a pen and ink signature. Most (but not all) eMortgages typically consist of a paper security instrument and an electronic note. The terms "electronic mortgage," "electronic mortgage loan," "eMortgage," and "eMortgage loan" used in this Guide have the same meaning.

electronic note (eNote or transferable record)

An electronic record under ESIGN and UETA that (1) would be a Promissory Note under the Uniform Commercial Code if the Electronic Record were in writing; (2) the issuer of the Electronic Record expressly has agreed is a Transferable Record; and (3) for purposes of ESIGN, relates to a mortgage loan secured by real property.

electronic note Vault (eNote Vault)

A secure storage solution that meets the requirements of ESIGN and UETA.

electronic record

A contract or other record created, generated, sent, communicated, received, or stored by electronic means.

electronic signature

An electronic sound, symbol, or process, attached to or logically associated with a contract or other record executed or adopted by a person with the intent to sign the record.

elimination

The process of removing a property from Fannie Mae’s real estate owned (REO) inventory system of record.

escrow deficiency

The amount of a negative balance in the escrow account, including advances the servicer has made on the borrower’s behalf for tax and insurance payments.

escrow shortage

The amount by which the current escrow account balance falls short of the target balance at the time of the escrow analysis.

excess yield

The amount by which the net note rate exceeds the sum of its required net yield and any specified minimum servicing fee. For ARM loans, this also may be the amount by which the net mortgage margin exceeds its required margin.

F-3-06, Acronyms and Glossary of Defined Terms: F (06/08/2022)

Fannie Mae losses

Losses, damages, penalties, settlements, liabilities, judgments, claims, counterclaims, defenses, actions, costs, expenses, attorney fees, and other legal fees (also referred to as “losses incurred by Fannie Mae”).

Fannie Mae Portfolio

A seller/servicer’s Fannie Mae portfolio includes mortgage loans or participation interests in MBS pools, first and second mortgage loans held in Fannie Mae’s portfolio, Fannie Mae’s participation interests in first or second mortgage loans in participation pools held in its portfolio, and multifamily mortgage loans.

Fannie Mae's servicing solutions system

Refers to Fannie Mae technology, including Fannie Mae's Servicing Management Default Underwriter™ (SMDU™) and/or HSSN™, used for evaluating borrower-requested MI terminations, reporting delinquent mortgage loan status information, workout case submissions, obtaining a property's AVM estimated value and confidence score for loan modifications and Mortgage Release™, and retrieving results of valuation requests for short sales, Mortgage Release and/or Reserve Price Bid Instructions.

Fannie Majors

See multiple pool.

FEMA

Federal Emergency Management Agency

FHA

Federal Housing Administration

FHFA

Federal Housing Finance Agency

FHLMC

Federal Home Loan Mortgage Corporation

financed MIP

An MIP for which the borrower is not required to make an advance payment from their own funds. Rather, the amount required to pay for a lump-sum premium is financed by including it as part of the original mortgage loan amount.

forbearance plan

A retention workout option for borrowers with a temporary unresolved hardship that provides for a period of reduced or suspended payments. A forbearance plan may be followed by either a full reinstatement, mortgage loan payoff, or workout option to enable the borrower to resolve the delinquency.

foreclosure sale rescission

The legal process of reversing a foreclosure sale and removing Fannie Mae as titleholder to the property.

FRM

fixed-rate mortgage

full payment amount

For ARM loans, the monthly payment required, at each interest change date, to amortize the then outstanding principal balance at the new interest rate over the remaining mortgage term.

F-3-07, Acronyms and Glossary of Defined Terms: G (07/13/2022)

group home

A residential structure that is or will be occupied by persons with disabilities irrespective of familial relationship.

GSE

government-sponsored enterprise

guaranty fee

Compensation that a seller pays Fannie Mae for the right to participate in the MBS program.

guaranty fee buydown

An agreement to reduce the guaranty fee remittance rate for an MBS mortgage loan below the contractual rate for the applicable servicing option and remittance cycle in return for the seller's payment of a fee to Fannie Mae.

guaranty fee buyup

An agreement to increase the guaranty fee remittance rate for an MBS mortgage above the contractual rate for the applicable servicing option and remittance cycle in return for Fannie Mae's paying a fee to the lender.

Guaranty Fee Relief process

The process under which Fannie Mae will suspend drafting guaranty fees from the servicer's custodial account when a scheduled/scheduled remittance type MBS mortgage loan (special or regular servicing option) becomes four consecutive months delinquent.

F-3-08, Acronyms and Glossary of Defined Terms: H (06/08/2016)

HCLTV

home equity combined loan-to-value

HOA

homeowners' association

HOEPA

Home Ownership and Equity Protection Act of 1994

home mortgage loan

A residential mortgage loan secured by a one- to four-unit property.

HomeStyle Renovation mortgage

A mortgage that enables eligible borrowers to obtain financing to renovate, remodel, repair, or upgrade their existing home or a home that they are purchasing.

HOPE

Home Owners Preserving Equity™

housing counseling

Counselor-to-client assistance provided by a HUD-approved counseling agency that involves the creation of an action plan to address unique financial circumstances and housing issues, and focuses on overcoming specific obstacles to achieve housing goals, such as:

HSA

HomeSaver Advance

HUD

Department of Housing and Urban Development

F-3-09, Acronyms and Glossary of Defined Terms: I (08/17/2016)

IDR

Independent Dispute Resolution

impasse process

An option available to a seller/servicer or other responsible party for challenging a demand for a servicing remedy after the conclusion of the appeal process.

imputed interest

The interest that Fannie Mae assesses on a loan after it has been foreclosed or liquidated in order to compensate it for the loss of the use of the funds advanced.

inactive document custodian

An entity that has not certified MBS or portfolio mortgage loans for Fannie Mae in the previous calendar year but is holding mortgage loans in custody for Fannie Mae.

independent dispute resolution process

The process for resolving loan-level disputes involving a breach of the Lender Contract. Also referred to as “IDR.”

institutional lender

A financial institution that invests in mortgage loans and keeps them in its own portfolio.

interest accrual rate

The percentage rate at which interest accrues on the mortgage. In most cases, it is also the rate used to calculate the monthly payments, although it is not used for ARM loans with payment change limitations.

interest bearing UPB

The portion of the UPB on which interest accrues.

interest rate differential

See yield differential adjustment.

IRS

Internal Revenue Service

issue date

The first day of the month in which securities backed by an MBS pool are issued.

issue date principal balance

The principal balance of each mortgage loan in an MBS pool after crediting the principal portion of any monthly payments due on or before the issue date for the related securities (whether or not it was actually collected) and after crediting any unscheduled partial payment or other recovery of principal received on or before the issue date (as long as it was not accompanied by payment of an interest amount that represented scheduled interest due for the month after the payment was made).

F-3-10, Acronyms and Glossary of Defined Terms: J (11/12/2014)

No applicable terms.

F-3-11, Acronyms and Glossary of Defined Terms: K (11/12/2014)

No applicable terms.

F-3-12, Acronyms and Glossary of Defined Terms: L (11/12/2014)

LAR

Loan Activity Record

leasehold estate

A way of holding title to a property wherein the borrower does not actually own the property, but rather has a recorded long-term lease on it.

lender-purchased MI

MI coverage for a conventional mortgage loan that the seller pays for by using its own funds, rather than requiring the borrower to include periodic accruals for such coverage as part of their monthly payment.

limited payment amount

The monthly payment established for an ARM loan when the mortgage limits the amount by which a payment can change. It will not be sufficient to fully amortize the mortgage loan so it will result in negative amortization.

liquidation

An event that extinguishes the outstanding balance of the mortgage loan without full payment. Events included are foreclosure sale, Mortgage Release (deed-in-lieu of foreclosure), third party sale, short sale and charge-off.

LLC

limited liability company

LLPA

loan-level price adjustment

loan-level price adjustment (LLPA)

LLPAs are assessed based on certain eligibility or other loan features, such as credit score, loan purpose, occupancy, number of units, product types, etc.

LOS

Loan Origination System

LPI

last paid installment

LPOA

Limited Power of Attorney

LQC

Loan Quality Center

LTV

loan-to-value

F-3-13, Acronyms and Glossary of Defined Terms: M (07/14/2021)

make whole amount

The amount that must be realized from a property disposition to avoid incurring a loss. For a foreclosure, it is the total mortgage indebtedness less the amount of any MI claim proceeds. For a short sale, it is the sum of the current UPB of the mortgage loan, interest (computed at the mortgage note rate) from the LPI date through the expected date of closing, and miscellaneous expenses, less any cash contributions from the borrower or property purchaser.

make whole payment

The amount that a party responsible for a breach of a selling representation or warranty or a servicing breach must pay Fannie Mae so that Fannie Mae does not incur a loss on the mortgage loan or the property.

management escalation process

An option available to a seller/servicer or other responsible party for challenging a demand for a servicing remedy after the conclusion of the impasse process.

mandatory delivery commitment

A portfolio mortgage loan commitment that generally requires the seller to deliver eligible mortgage loans equal to at least the minimum required delivery amount (which is an amount that will not be less than the original commitment amount by more than $10,000 or 2.5% of the original amount) by the expiration date of the commitment.

manufactured home

Any dwelling unit built on a permanent chassis and attached to a permanent foundation system. Other factory-

built housing (not built on a permanent chassis), such as modular, prefabricated, panelized, or sectional housing, is not considered manufactured housing. The manufactured home must be built in compliance with the Federal Manufactured Home Construction and Safety Standards that were established June 15, 1976 (as amended and in force at the time the home is manufactured) and that appear in HUD regulations at 24 C.F.R. Part 3280. Compliance with these standards will be evidenced by the presence of a HUD Data Plate that is affixed in a permanent manner near the main electrical panel or in another readily accessible and visible location. The manufactured home must be a one-family dwelling that is legally classified as real property. The towing hitch, wheels, and axles must be removed and the dwelling must assume the characteristics of site-built housing.

margin

The amount that is added to an index value to create the mortgage interest rate for an ARM; an amount (expressed as a percentage) that is used in the calculation of the purchase price for an ASAP Plus transaction.

margin differential

The margin shortage that occurs when the net mortgage margin is less than Fannie Mae's required margin.

mark-to-market loan-to-value (MTMLTV) ratio

The gross UPB of the mortgage loan, which must include any principal forbearance UPB from a prior mortgage loan modification, divided by the current value of the property that secures the mortgage loan.

market-rate option

A post-conversion disposition option that allows the seller to determine whether it wants to redeliver a repurchased convertible ARM loan that was in an MBS pool to Fannie Mae following its conversion to a fixed-rate mortgage loan or to retain the repurchased mortgage loan for its portfolio.

master servicer

A Fannie Mae approved servicer that is contractually obligated to service one or more mortgage loans for Fannie Mae and has contracted with a subservicer under a subservicing arrangement.

MBS

mortgage-backed security

MBS commitment

An MBS commitment evidences an agreement between Fannie Mae and a lender to buy and sell, respectively, mortgage loans for inclusion in an MBS pool.

MBS Express pool

An MBS pool for which the servicer remits unscheduled principal payments to Fannie Mae on the 4th business day of the month and scheduled P&I payments on the 18th calendar day (or the preceding business day if the 18th is not a business day).

MBS Express remittance cycle

A payment cycle used for scheduled/scheduled remittance types for MBS pools that has two different remittance

dates—one for unscheduled principal payments and one for scheduled P&I payments.

MBS margin

One of the factors used to establish the pool accrual rate for an ARM MBS pool on each interest rate change date. For stated-structure ARM MBS pools, it is the difference between the lowest mortgage margin in the pool and the sum of the guaranty fee and the minimum servicing fee. For weighted-average ARM MBS pools, the MBS margin may be a fixed margin that the seller specifies or a weighted-average margin. A fixed MBS margin is attained by varying the servicing fee for individual mortgage loans to equalize the differences in their mortgage margins. A weighted-average MBS margin is attained by reducing the various mortgage margins by the applicable guaranty fee and a fixed servicing fee that the seller specifies, thus developing a different MBS margin for each mortgage loan.

MBS mortgage loans

A mortgage loan (or participation interest in a mortgage loan) that is part of an MBS pool.

MBS pool

All of the mortgage loans or participation interests in mortgage loans (delivered under one or more contracts) that will back an individual issuance of MBS.

MBS pool delivery

Group or groups of mortgage loans (or participation interests in mortgages) delivered by a seller for the purpose of creating a pool to back an MBS issuance. These deliveries are accepted in one or more pool transactions, rather than being accepted as individual mortgage loans (or participation interests) to be held in Fannie Mae's portfolio. Deliveries under this program are, therefore, referred to as MBS pool deliveries.

MERS

Mortgage Electronic Registration Systems, Inc.

MGIC

Mortgage Guaranty Insurance Corporation

MHA

Making Home Affordable

MI

mortgage insurance

MI Direct process

An MI claims process where Fannie Mae files the primary MI claims on all conventional first lien mortgage loans on which Fannie Mae bears the risk of loss and are insured under a master primary policy issued by certain participating mortgage insurers.

military indulgence

A relief provision that is extended by law (such as by the SCRA to members of the U.S. military or by any similar state law) to a borrower by reason of military service.

MIN

MERS identification number

MIP

mortgage insurance premium

MLS

Multiple Listing Service

modification and assumption agreement

A written agreement to change the interest rate when the due-on-sale (or due-on-transfer) provision of the mortgage is enforced because of a change of ownership. It also releases the previous borrower from personal liability under the mortgage loan.

modified special servicing option

A servicing option that was previously available for RD mortgage loans under which the servicer had limited exposure to losses because Fannie Mae would reimburse it for the portion of an allowable loss that RD did not pay.

monthly payment

The monthly payment of P&I collected by servicers. This may also include escrow items for T&I and is therefore also called the full monthly contractual payment.

monthly remittance

The total of the interest and principal distribution amounts that a servicer is obligated to remit to Fannie Mae on each remittance date. For scheduled/scheduled remittance types, this represents scheduled principal reductions and scheduled interest accruals, whether or not payments were collected from the borrowers. For scheduled/actual remittance types, this represents scheduled interest accruals (whether or not payments were collected from the borrowers) and actual principal collections.

mortgage insurance claims portal (MICP)

An application that allows servicers, mortgage insurers, and Fannie Mae to share a singular view of each mortgage insurance claim from liquidation through settlement.

mortgage loan

An individual secured loan that is sold to Fannie Mae as a portfolio mortgage loan or in a pool of mortgage loans underlying Fannie Mae-guaranteed MBS. The term includes a participation interest in a mortgage loan where context requires.

mortgage loan modification

The act of changing any of the terms of the mortgage by agreement between the borrower and the note holder.

Mortgage Release (deed-in-lieu of foreclosure)

A transfer of title from a delinquent borrower to the servicer in satisfaction of the mortgage debt to avoid foreclosure; also called a voluntary conveyance.

Mortgage Selling and Servicing Contract (MSSC)

The contract that establishes the basic legal relationship between a seller/servicer and Fannie Mae.

MRS

Mortgage Related Securities

MSSC

Mortgage Selling and Servicing Contract

MTMLTV

mark-to-market loan-to-value

multiple pool

An MBS pool that consists of pools of mortgage loans delivered by more than one seller; also called Fannie Majors.

F-3-14, Acronyms and Glossary of Defined Terms: N (09/13/2017)

NCLTN

National Community Land Trust Network

NCUA

National Credit Union Administration

NCUSIF

National Credit Union Share Insurance Fund

net yield commitment

A commitment contract that does not include any amount for the servicing fee as part of its yield. (All of Fannie Mae’s commitments are net yield commitments.)

NFIP

National Flood Insurance Plan

NMI

National Mortgage Insurance

NPI

Nonpublic personal information

F-3-15, Acronyms and Glossary of Defined Terms: O (06/10/2015)

OFAC

Office of Foreign Assets Control

outsource vendor

A third party engaged by a servicer or subservicer to perform select servicing functions according to the terms of an outsource or vendor agreement.

owner of record

The entity that appears in the public records as the owner of a mortgage; usually the mortgage originator, unless the mortgage is subsequently assigned to someone else and that assignment is recorded.

F-3-16, Acronyms and Glossary of Defined Terms: P (10/11/2023)

P&I

principal and interest

PACER

Public Access to Court Electronic Records

pair-off

A process under which a lender that is unable to meet the terms of a mandatory delivery commitment either pays Fannie Mae a fee or, under certain circumstances for whole loans transactions, receives cash back from Fannie Mae, calculated against the unused portion of the commitment.

PAL

price-adjusted loan

participation certificate

The instrument that evidences an undivided interest in mortgages and obligations secured thereby.

participation interest

An individual interest in a mortgage loan, as specified in the applicable participation certificate.

participation pool

The group of mortgage loans that back a participation certificate. Fannie Mae purchases only a percentage interest in each of the mortgage loans. That interest is the same percentage that is specified on the participation certificate.

participation pool mortgage loan

A mortgage loan that is part of a participation pool that Fannie Mae purchased for its portfolio.

pass-through rate

The rate at which interest is paid to Fannie Mae for a mortgage loan. For mortgage loans held in Fannie Mae's portfolio, it is the lower of the required yield or the mortgage interest rate after deduction of a minimum servicing fee.

payment deferral

A retention workout option that defers past-due P&I payments and certain other amounts advanced as a non-interest bearing balance, due and payable at maturity of the mortgage loan or earlier upon the sale or transfer of the property, refinance of the mortgage loan, or payoff of the interest-bearing UPB.

payment rate

The percentage rate used to calculate the monthly payment when the payment will not fully amortize the mortgage. It differs from the interest accrual rate.

PCS

Permanent Change of Station

PERS

Project Eligibility Review Service

PFP

Pooled from Portfolio

PITI

principal, interest, taxes, and insurance

PITIA

principal, interest, taxes, insurance, and other assessments

PMI

Private Mortgage Insurance

pool

A collection of mortgage loans (or participation interests) delivered pursuant to one or more MBS commitments that secure an individual issuance of MBS.

pool accrual rate

The rate of interest that accrues to the security holder of a stated-structure ARM MBS pool. It is subject to change in accordance with adjustments to the index.

pool issue date

The first day of the month in which MBS are issued.

pool purchase contract

See MBS commitment definition.

pool transaction

Any MBS transaction between Fannie Mae and a seller in which Fannie Mae purchases a group of mortgage loans or participation interests from the seller for the sole purpose of backing all or part of an issuance of MBS.

Pooled from Portfolio (PFP)

A PFP mortgage loan is a mortgage loan that has been securitized into an MBS pool directly from Fannie Mae's portfolio. Such mortgage loan was either sold to Fannie Mae as a whole loan mortgage loan or is an MBS mortgage loan that was reclassified into Fannie Mae's portfolio prior to being re-pooled.

portfolio mortgage loan

A mortgage loan purchased by Fannie Mae to hold in its mortgage portfolio.

principal distribution amount

For a particular remittance date, Fannie Mae's share of the aggregate principal portions of the monthly installments for mortgage loans in an MBS pool that became due from the second day of the preceding month to and including the first day of the remittance month (whether or not they were actually collected) and those unscheduled principal recoveries that were collected during the month preceding the month in which the

remittance is made. This is the principal amount that will be drafted from the servicer's custodial account.

principal forbearance

A portion of the UPB that does not accrue interest, also referred to as a non-interest bearing balance, that is payable upon the earliest of the maturity of a mortgage loan modification, sale or transfer of the property, refinance of the mortgage loan, or payoff of the interest-bearing UPB

project development

A condo, PUD, or co-op housing project.

Property 360

Refers to Fannie Mae technology used to manage expense reimbursements, REOgram confirmations, and pre-foreclosure preservation.

property securing a mortgage loan

Consists of the land, all improvements erected on the land, including any replacements or additions erected after the origination of the mortgage loan, and all easements, appurtenances, and fixtures that are part of the property or the improvements.

PTR

pass-through rate

PUD

planned unit development

purchase date

The date on which Fannie Mae disburses the purchase proceeds for a whole loan delivery; the date on which Fannie Mae purchases a pool or mortgage loan in an early funding transaction.

purchase price

The percentage of par that Fannie Mae applies to the UPB of a mortgage submitted as a whole loan delivery to determine the amount of the purchase proceeds; the amount that Fannie Mae will pay the lender on the purchase date for a pool or mortgage loan being purchased in an early funding transaction.

F-3-17, Acronyms and Glossary of Defined Terms: Q (11/12/2014)

QC

quality control

Quality Right Party Contact (QRPC)

A uniform standard for communicating with the borrower, co-borrower, or trusted advisor about resolution of the mortgage loan delinquency.

quitclaim deed

An instrument of conveyance of real property that passes whatever title, claim, or interest that the grantor has in the property, but does not make any representations as to the validity of such title. A quitclaim deed is not a guarantee that the grantor has clear title to the property; rather it is a relinquishment of the grantor's rights, if any, in the property. The holder of a quitclaim deed receives only the interest owned by the person conveying the deed.

F-3-18, Acronyms and Glossary of Defined Terms: R (12/20/2023)

rapid payment method (RPM) remittance cycle

A payment cycle used for scheduled/scheduled remittance types for MBS pools that has an early remittance date (usually the 10th of the month, although earlier or later dates can be negotiated) for both scheduled and unscheduled payments.

RD

Rural Development

RDC

Requirements for Document Custodians

reclassification

The movement of a delinquent special servicing option MBS mortgage loan that meets specified criteria from the MBS pool into Fannie Mae’s portfolio. Under certain scenarios as described in this Guide, delinquent regular servicing option mortgage loans will also be removed from the MBS pool into Fannie Mae’s portfolio.

recognition agreement

An agreement on the part of a co-op corporation to recognize specific rights of sellers who finance share loans in the project (or those of the sellers’ successors and assigns).

recourse

The obligation of the seller to cover losses the buyer incurs as a result of a default on the note. Under a portfolio mortgage loan transaction, a seller that sells a mortgage loan to Fannie Mae under the “with recourse” servicing

option assumes the entire risk of borrower default, while a seller that sells a mortgage loan under the “without recourse” servicing option transfers the risk of borrower default to Fannie Mae. (See regular servicing option and special servicing option for equivalent terms for MBS transactions.)

redemption period

The specified period in which a borrower can reclaim foreclosed property by making full payment of the mortgage debt, under a legally enforceable right of redemption in some states.

regular servicing option

A guaranty fee option for an MBS pool under which the seller assumes the entire risk of loss from a borrower default; a servicing option for RD-guaranteed mortgage loans under which the servicer is fully responsible for any losses not recovered from the RD. (See recourse for the equivalent term for a portfolio mortgage loan delivery.)

relative

The borrower’s spouse, child, or other dependent or any other individual who is related to the borrower by blood, marriage, adoption, or legal guardianship.

release of liability

A written agreement whereby Fannie Mae releases a borrower from personal liability under the mortgage loan because a second party (the property purchaser or transferee) has been credit qualified and agreed to assume liability of the mortgage loan.

remaining term

Original term less the number of payments that have been applied.

REMIC

Real Estate Mortgage Investment Conduit

remittance cycle

A schedule for determining when funds must be remitted to Fannie Mae each month. Portfolio mortgage loans generally have only a single remittance cycle (regardless of the remittance type), but MBS mortgage loans have three different remittance cycles (standard, RPM, and MBS Express).

remittance date

The date on which the servicer’s remittances are due to Fannie Mae. There is no specific remittance date for actual/actual remittance types since the remittance is based on the amount of funds accumulated at any time. For scheduled/scheduled remittance types, the usual remittance date for the P&I distribution amounts is the 18th of the month (although the servicer may choose an earlier remittance date under either the RPM or MBS Express remittance cycles). For scheduled/actual remittance types, the remittance date is the 20th of the month.

remittance type

A way of determining the composition of the servicer’s required remittance to Fannie Mae. For portfolio

mortgage loans, there are three types (actual/actual, scheduled/actual, and scheduled/scheduled).

remittance type code

A unique code that is used to identify monies related to individual drafts reported through the CRS. There are a different series of codes for P&I remittances and special remittances.

renovation escrow account

An account that is established at closing for a renovation or energy-related improvement mortgage loan. It includes the renovation costs, the contingency reserve, and any escrowed monthly payments (if applicable) or monies that the borrower provides from their own funds. These funds are then used to pay for completed repair and renovation work and, if applicable, to make the monthly payments that come due during the renovation period.

REO

real estate owned

REOgram

An automated notice that a property has been acquired by foreclosure or acceptance of a Mortgage Release (deed-in-lieu of foreclosure), which serves as a confirmation for potential property on-boarding and dispositions.

repayment plan

An arrangement made to repay delinquent installments or advances.

repurchase date

The date through which interest must be calculated when a seller/servicer is required to repurchase a mortgage loan or an acquired property from Fannie Mae; the date on which the seller redelivers mortgage loans funded in certain early funding transactions to Fannie Mae for portfolio mortgage loan purchase or for securitization under an As Soon As Pooled Sale transaction.

repurchase price

The percentage of par that the seller/servicer must apply to the unpaid balance or outstanding debt of a mortgage loan or acquired property that it has to repurchase from Fannie Mae; the sum of the purchase price and the price differential for an As Soon As Pooled Plus™ settlement.

required margin

Fannie Mae’s posted commitment margin for each ARM plan plus all applicable adjustments.

required yield

Fannie Mae’s commitment yield plus all applicable adjustments. This yield does not include a servicing fee.

rescission of MI

Notification by the mortgage insurer that it has made the determination to rescind coverage in connection with a specified mortgage loan due to a breach of one or more provisions of the applicable mortgage guaranty

insurance policy.

residential home mortgage

A mortgage that covers a one- to four-unit dwelling that is used to provide living accommodations.

RESPA

Real Estate Settlement Procedures Act

responsible party

A seller, servicer, or other entity that is responsible for the selling representations and warranties and/or for the servicing responsibilities or liabilities on a mortgage loan.

revocable trust (or living trust)

A trust that an individual creates during their lifetime that becomes effective during their lifetime, but which can be changed or canceled at any time for any reason during its creator's lifetime.

RHS

Rural Housing Service

RIN

remote ink-signed notarization

RMIC

Republic Mortgage Insurance Company

RPM

rapid payment method

rule of 78s

A method used to calculate an interest rebate when an installment loan that had add-on interest is paid off (or refinanced) prior to its maturity date.

F-3-19, Acronyms and Glossary of Defined Terms: S (12/20/2023)

sale date

For post-delivery servicing transfers, the date on which the ownership of the servicing rights and the legal

liability for the servicing of Fannie Mae mortgage loans transfer from one servicer to another.

scheduled UPB

The dollar amount of the current UPB of the mortgage loan amortized through the month following the current reporting period, without consideration of Fannie Mae's acquired percentage (unfactored) and excluding any principal forbearance amount (deferred principal).

scheduled/actual remittance type

A method of sending monthly payments to Fannie Mae requiring servicers to remit the scheduled interest due (whether or not it is collected from borrowers) and the actual principal payments that it collects from borrowers.

scheduled/scheduled remittance type

A method of sending monthly payments to Fannie Mae requiring servicers to remit the scheduled interest due and the scheduled principal due (whether or not payments are collected from borrowers).

SCRA

Servicemembers Civil Relief Act

security

An ownership interest in a pool of mortgage loans, which is evidenced by a book-entry account within the Federal Reserve’s book-entry system.

security balance

The balance for an MBS mortgage loan (or a participation interest in an MBS mortgage loan) that is determined by reducing Fannie Mae’s share of the issue date principal balance of the mortgage loan by its share of any principal distribution amounts included in subsequent monthly remittances; the balance for an MBS pool that represents the aggregate security balance of all the mortgage loans (or participation interests) in the pool as of any date, which is equal to the aggregate issue date principal balances of the mortgage loans (or participation interests) less any subsequent principal distribution amounts.

seller/servicer

The Servicing Guide uses the term “seller/servicer” to refer to a seller and/or servicer that may be any or all of the parties involved in the origination, sale, delivery, and/or servicing of any type of Fannie Mae mortgage loan.

servicer

A Fannie Mae approved servicer that is contractually obligated to service one or more mortgage loans for Fannie Mae. Also refers to a subservicer if there is a subservicing arrangement.

servicing alternative remedy

Remedies other than repurchase of the identified mortgage loan including, after foreclosure, the acquired property that compensates Fannie Mae for damages, expenses, and losses resulting from the identified servicing defect. The costs associated with calculating any servicing alternative could include, but are not limited to

servicing compensation

The income that the servicer receives for the collection of payments and management of operational procedures related to a mortgage loan. It includes a base servicing fee, plus late charges, fees charged for certain servicing activities, yield differential adjustments or excess yield, and, sometimes, prepayment premiums.

servicing contract

Any of the agreements between the servicer and Fannie Mae relating to the servicing of MBS mortgage loans.

servicing correction

An action taken by the seller/servicer that demonstrates that the identified servicing defect either (1) did not, in fact, exist, or (2) has been corrected in the time frame specified by Fannie Mae, such that the servicing defect is no longer considered by Fannie Mae to be a servicing defect.

servicing defect

A loan-level deficiency based on a servicing violation resulting from a breach of a term contained in the Lender Contract in effect at the time of the servicing violation.

servicing remedy

An action to resolve a servicing defect elected by Fannie Mae per the Lender Contract which may be either a servicing alternative remedy or a repurchase.

servicing repurchase defect

A servicing defect attributable to a servicing violation for which a demand for a repurchase servicing remedy could be issued without first issuing a notice of servicing defect or a demand for a servicing alternative remedy. Servicing repurchase defects shall be limited to servicing defects that

servicing spread

The fixed percentage amount for each mortgage loan or participation interest in a weighted-average ARM MBS pool that consists of the guaranty fee and the servicing fee. It cannot be less than the sum of the minimum allowable servicing fee and the guaranty fee applicable to the pool, nor greater than the sum of the maximum allowable servicing fee and the guaranty fee.

servicing violation

A breach of any servicer requirement or obligation contained in the Lender Contract related to servicing functions including, but not limited to

SF CPM

Fannie Mae's Single-Family Credit Portfolio Management

SFC

special feature code

SFHA

Special Flood Hazard Area

short sale

A procedure wherein Fannie Mae agrees to the borrower’s selling of their property for an amount less than that which is owed to Fannie Mae in order to avoid a foreclosure.

SIFMA

Securities Industry and Financial Markets Association

single pool

An MBS pool that consists of mortgage loans or participation interests delivered by a single seller.

single-family mortgage loan

A mortgage loan secured by a property that contains one to four residential dwelling units.

SOFR

Secured Overnight Financing Rate

special remittance

A remittance, which generally is of a nonrecurring nature for an individual mortgage loan, that relates to a mortgage loan that has been liquidated through a short sale or foreclosure sale or the acceptance of a Mortgage Release (deed-in-lieu of foreclosure). It also may relate to a mortgage loan that has been paid in full, a mortgage loan for which Fannie Mae has advanced funds to protect its security, or a mortgage loan still in Fannie Mae’s portfolio that requires a purchase adjustment.

special requirement

A negotiated agreement for the delivery of certain special mortgage loan products or other mortgage loans that were originated with terms that are at variance with standard Fannie Mae pricing and operational requirements.

special servicing option

A guaranty fee option for an MBS pool under which Fannie Mae assumes the entire risk of loss from a borrower default; a servicing option for RD-guaranteed mortgages under which Fannie Mae will bear all losses not recovered from the RD. (See recourse for an equivalent term for a whole loan delivery.)

standard remittance cycle

A payment cycle used for scheduled/scheduled remittance types for MBS pools that requires the scheduled and unscheduled payments to be remitted to Fannie Mae on the 18th calendar day of each month (or on the preceding business day if the 18th is not a business day).

step-rate mortgage loan

A mortgage loan where the initial modified interest rate set at the time of the mortgage loan modification is a

below market interest rate that is fixed for a specified period of time, then increases until it reaches its determined market interest rate. Once the market interest rate is achieved it remains fixed for the remaining term of the mortgage loan.

Stop Delinquency Advance process

The process under which Fannie Mae will suspend drafting scheduled P&I advances from the servicer's custodial account when a special servicing option portfolio or MBS mortgage loan with a scheduled/scheduled remittance type becomes four consecutive months delinquent.

subservicer

A Fannie Mae approved servicer that is contractually obligated to a master servicer to perform substantially all of the ongoing servicing activities for one or more mortgage loans for the master servicer.

subservicing arrangement

An arrangement wherein the master servicer of one or more Fannie Mae mortgage loans hires a subservicer to subservice substantially all of its servicing functions.

subservicing transfer

A transfer of the physical servicing of one or more Fannie Mae mortgage loans from a master servicer to a subservicer, from a subservicer to another subservicer, or from a subservicer back to the master servicer for substantially all of the Fannie Mae required servicing functions.

sum of the digits interest calculation

See rule of 78s.

supervised lender

A financial institution that is a member of the Federal Reserve System, or an institution whose accounts are insured by the FDIC or the NCUA.

F-3-20, Acronyms and Glossary of Defined Terms: T (11/08/2017)

T&I

taxes and insurance

take-out option

A post-conversion disposition option that requires the seller to redeliver as a portfolio mortgage loan a repurchased convertible ARM loan that was in an MBS pool following its conversion to a fixed-rate mortgage loan and to continue any recourse or credit enhancement that initially applied to the mortgage loan (unless

Fannie Mae agrees that it is no longer needed).

TBA

to be announced

third-party sale

A foreclosure sale at which the successful purchaser of the property is someone other than the mortgagee or the borrower or their representatives.

TILA

Truth in Lending Act

total or near-total loss

A loss that is greater than 80% of the coverage amount of the insurance policy.

transfer date

For post-delivery servicing transfers, the date on which the physical transfer of the servicing or subservicing responsibilities from the transferor servicer or subservicer, as the case may be, to the transferee servicer or subservicer occurs. It may not necessarily be the same date as the sale date identified in the servicer transfer agreement.

transfer of ownership

Any means by which the ownership of property changes hands. Fannie Mae considers the transfer of all or any part of the property or any interest in the property to be a transfer of ownership, including the purchase of a property “subject to” the mortgage, the assumption of the mortgage debt by the property purchaser, and any exchange of possession of the property under a land sales contract, grant deed, or any other land trust device. In cases in which an revocable trust or a limited liability company (LLC) is the owner of the property, Fannie Mae also considers any transfer of a beneficial interest in the trust or a controlling interest in the LLC to be a transfer of ownership.

Trial Period Plan

A three-month period prior to the modification effective date during which the borrower makes payments approximating an amount equal to the modified payment as a condition of the modification. If the borrower is current or less than 31 days delinquent, the trial period must be four months in length.

two- to four-unit property

A property that consists of a structure that provides living space (dwelling units) for two to four families, although ownership of the structure is evidenced by a single deed.

F-3-21, Acronyms and Glossary of Defined Terms: U (05/15/2019)

UETA

Uniform Electronic Transactions Act

underwriting documents

All of the documentation used to support the lending decision for a mortgage—such as the loan application and other documents used to verify a borrower's employment, income, deposits, and credit history.

underwriting performance review

An after-the-fact review and risk assessment for a sampling of the mortgage loans Fannie Mae purchases or securitizes to ensure that they satisfy Fannie Mae's mortgage loan eligibility criteria and underwriting guidelines.

Uniform Mortgage-Backed Security (UMBS)

A common security issued by the GSEs that is eligible for trading in the To-be-Announced market. The securities are backed by fixed-rate mortgage loans secured by single-family, one-to-four unit properties and are identified by certain pool prefixes.

unit mortgage

A mortgage (or share loan) on an individual residential unit in a PUD, condo, or co-op project.

UPB

unpaid principal balance

USPAP

Uniform Standards of Professional Appraisal Practice

F-3-22, Acronyms and Glossary of Defined Terms: V (11/12/2014)

VA

U.S. Department of Veterans Affairs

variance

A negotiated agreement for the delivery of certain special mortgage loan products or other mortgage loans that were originated or are serviced with terms that are at variance with standard Fannie Mae eligibility, underwriting, or other origination or servicing criteria or requirements.

voluntary conveyance

See Mortgage Release (deed-in-lieu of foreclosure).

F-3-23, Acronyms and Glossary of Defined Terms: W (11/12/2014)

weighted-average pool accrual rate

The weighted average of the net mortgage interest rates of the mortgage loans in a weighted-average ARM MBS pool, which is the rate at which interest will accrue on the MBS.

weighted-average structure pooling

A method of creating an ARM MBS pool that results in interest accruals to the security holder at the weighted average of the accrual rates of the mortgage loans in the pool.

whole loan delivery

The submission of a whole mortgage or a participation pool mortgage to Fannie Mae for purchase as a portfolio mortgage. Fannie Mae pays the mortgage seller cash for its mortgage delivery, rather than swapping the mortgage for a MBS.

F-3-24, Acronyms and Glossary of Defined Terms: X (11/12/2014)

No applicable terms.

F-3-25, Acronyms and Glossary of Defined Terms: Y (11/12/2014)

yield differential adjustment

An amount paid to the servicer of a portfolio first mortgage loan when the initial interest rate of a mortgage loan exceeds Fannie Mae’s required yield for the commitment under which the mortgage loan was purchased. For ARM loans, a yield differential adjustment occurs if there is excess “margin” rather than yield.

F-3-26, Acronyms and Glossary of Defined Terms: Z (11/12/2014)

No applicable terms.

Chapter F-4, Servicing Guide Resources

Introduction

This chapter provides resources to support this Guide.

F-4-01, References to Fannie Mae's Website (02/12/2025)

Introduction
This topic contains a list of documents that are referenced in this Guide and posted on Fannie Mae's website. The servicer must obtain the documents listed below from (or any successor site).

Document Name	Location
Allowable Foreclosure Attorney Fees Exhibit	https://singlefamily.fanniemae.com/media/document/pdf/allowable-foreclosure-attorney-fees
Allowable Bankruptcy Attorney Fees Exhibit	https://singlefamily.fanniemae.com/media/document/pdf/allowable-bankruptcy-attorney-fees
Appeal and Independent Dispute Resolution Processes	https://singlefamily.fanniemae.com/media/document/pdf/appeal-and-independent-dispute-resolution-processes
Approved Mortgage Insurers and Related Identifiers	https://singlefamily.fanniemae.com/media/document/pdf/approved-mortgage-insurers-and-related-identifiers
Bankruptcy Notification Template	https://singlefamily.fanniemae.com/media/document/xlsx/bankruptcy-notification-template
Elimination/Rescission Request Template	https://singlefamily.fanniemae.com/media/document/xlsx/eliminationrescission-request-template
Evaluation Notices	https://singlefamily.fanniemae.com/media/document/docx/evaluation-notices
Fannie Mae Guide Forms	https://singlefamily.fanniemae.com/selling-and-servicing-guide-forms-and-communications
Fannie Mae Information Security and Business Resiliency Supplement	https://www.fanniemae.com/media/document/pdf/information-security-and-business-resiliency-supplement
Fannie Mae Legal Documents	https://singlefamily.fanniemae.com/fannie-mae-legal-documents
Fannie Mae Single-Family Reverse Mortgage Loan Servicing Manual	https://singlefamily.fanniemae.com/media/document/pdf/reverse-mortgage-loan-servicing-manual
Fannie Mae Modification Interest Rate	https://singlefamily.fanniemae.com/media/document/pdf/fannie-mae-modification-interest-rate
Flex Modification Solicitation Cover Letters	https://singlefamily.fanniemae.com/media/document/doc/flex-modification-solicitation-cover-letters-effective-oct-1-2023
Forbearance Exception Request Template	https://singlefamily.fanniemae.com/media/document/xls/forbearance-exception-request-template
Foreclosure Time Frames and Compensatory Fee Allowable Delays Exhibit	https://singlefamily.fanniemae.com/media/document/pdf/foreclosure-time-frames-and-compensatory-fee-allowable-delays
Independent Dispute Resolution Retainer Agreement	https://singlefamily.fanniemae.com/media/document/pdf/idr-retainer-agreement
Investor Reporting Manual	https://singlefamily.fanniemae.com/media/document/pdf/investor-reporting-manual
Lender Record Information	https://singlefamily.fanniemae.com/form-582-lender-record-information
Loan Quality Connect	https://singlefamily.fanniemae.com/applications-technology/loan-quality-connect

Document Name	Location
Managing Default-Related Legal Services	https://singlefamily.fanniemae.com/servicing/loss-mitigation
Mortgage Insurance Disclosure Instructions and Release Template	https://singlefamily.fanniemae.com/media/document/docx/mortgage-insurance-disclosure-instructions-and-release-template
Payment Deferral Agreement	https://singlefamily.fanniemae.com/media/document/docx/payment-deferral-agreement
Payment Deferral Post-Disaster Forbearance Solicitation Cover Letter	https://singlefamily.fanniemae.com/media/document/docx/payment-deferral-post-disaster-forbearance-solicitation-cover-letter
Property Preservation Matrix and Reference Guide	https://singlefamily.fanniemae.com/media/document/pdf/property-maintenance-and-management-property-preservation-matrix-and-reference-guide
Requirements for Document Custodians	https://singlefamily.fanniemae.com/media/document/pdf/requirements-document-custodians
Servicing Technology Applications (e.g., Master Servicing, Loss Mitigation, Expense Reimbursement)	https://singlefamily.fanniemae.com/applications-technology/applications-technology
Standard ARM Plan Matrix	https://singlefamily.fanniemae.com/media/document/pdf/standard-arm-plan-matrix
STAR Reference Guide	https://singlefamily.fanniemae.com/external-resource/star-reference-guide

F-4-02, List of Contacts (04/09/2025)

Introduction
This topic contains contact information for Fannie Mae and other resources referenced in this Guide.

- Fannie Mae Contacts

Fannie Mae Contacts

The following table provides contact information for Fannie Mae and other resources for policies and requirements referenced in this *Guide.*

Name	Purpose	Contact Information
Payments Team	For inquires on submission of bank instructions in the CRS	payments_team@fanniemae.com
Single-Family CPM Operations	To report property acquisition to Fannie Mae	NPDC_REOGram@fanniemae.com

Name	Purpose	Contact Information
Custodial Accounting Team	For submission of Form 1013 and Form 1014	custodial_account@fanniemae.com
Custodian Oversight and Monitoring Operations	For executed Master Custodial Agreements (Form 2017); submission of Form 2001; notification to Fannie Mae for document custodian ratings, non-compliance with eligibility or operational requirements, non-servicing transfer related file transfers, or any other document custodian related inquiries.	custodian_oversight@fanniemae.com
Exceptions Transaction Management Unit	To notify Fannie Mae of military indulgence or submit Form 1022	sailors_and_soldiers@fanniemae.com
Fannie Mae Address for Instruments of Record	For instruments of record relating to a single-family property that require the use of an address for Fannie Mae, including assignments of mortgages, foreclosure deeds, REO deeds, and lien releases.	Fannie Mae 5600 Granite Parkway VII Plano, TX 75024
Fannie Mae Washington, DC office	To indicate Fannie Mae ownership / trustee of a mortgage loan	Midtown Center 1100 15th Street, NW Washington, DC 20005 Tel: (800) 2FANNIE (232-6643)
HomeStyle Renovation Mortgage	To submit HomeStyle Renovation recourse removal requests, extension requests, documents, and notifications of decreases in “as completed” property value due to changes in scope of renovations	Loan Quality Connect website
Housing Counseling Services	Provides counseling services for borrowers that have experienced a disaster event or financial hardship	(855) HERE2HELP (437-3243) or Fannie Mae's consumer website
Investor Reporting Representative	To discuss specifics related to P&I, remitting, account, reporting, ARM adjustment error corrections, and convertible ARM plans or the required net yield	New servicers not yet assigned an Investor Reporting Representative must call (800) 2FANNIE (232-6643)
Loan Quality Center (LQC) Digital Data Control Team	For inquiries related to Selling and/or Servicing Representations and Warranties Or For inquiries related to loan file and/or document submissions Or For inquiries related to lender request contact updates	Digital_Data@fanniemae.com DDC_Inventory@fanniemae.com contact_updates@fanniemae.com
LQC - CURE Loss Statement Team	To obtain loss statements from Fannie Mae	crt_fm_loss_statement_requests@fanniemae.com

Name	Purpose	Contact Information
SF CPM Division	To notify Fannie Mae when funds are received for the unsecured portion of the debt for a confirmed bankruptcy cramdown	etm_delmods@fanniemae.com
	To obtain training on the submission process for the appropriate approval for excess attorney fees or excess foreclosure title or foreclosure sale publication costs	excess_fee_request@fanniemae.com
	For questions regarding *Request for Approval of Servicing or Subservicing Transfer* (Form 629).	servicing_transfers@fanniemae.com
	To request information related to a HomeSaver Advance note	HSA_mailbox@fanniemae.com
	Form submission of the Elimination/Rescission Request Template	elimination_requests@fanniemae.com
	To discuss partial releases with Fannie Mae; for submission of Form 236; for submission of requests for substitution of property securing a mortgage loan; to forward requests to waive certain rights under the mortgage loan to Fannie Mae; for mortgage loan debt that will not be fully satisfied in connection with a property seizure.	partial_releases@fanniemae.com
	For all valuation requests related to short sales, Mortgage Releases, and bidding instructions	valuation_operations@fanniemae.com
	For valuation questions and escalations related to borrower-requested MI terminations	mi_terminations_escalations@fanniemae.com
	To request a Deficiency Waiver Template and subsequent approval of a waiver from Fannie Mae	dj_waiver@fanniemae.com
	For questions regarding the preservation or waiver of deficiency claims	deficiency_judgment@fanniemae.com
	For the following document submissions: • Quitclaim deeds for properties conveyed in error • Assignments of mortgage • Substitution of trustees • Conveyances or reconveyances of acquired properties • Loan modifications • Satisfactions/Discharges of paid off mortgage loans • Servicer LPOA requests to execute documents on Fannie Mae's behalf • All other documents	Fannie Mae Attn: SF CPM, Documents 5600 Granite Parkway VII Plano, TX 75024 CPM_Servicing_Documents@fanniemae.com
	For questions regarding *Servicer Selection Form* (Form 200)	servicer_selection_form@ fanniemae.com
	For submission of the Forbearance Exception Request Template or repayment plan extension requests	loss_mitigation@fanniemae.com **Note:** The servicer must include "Forbearance" or "Repayment Plan" in the subject line.
	For submission of the Bankruptcy Notification Template	ar_questions@fanniemae.com
	To request reimbursement for expenses in accordance with F-1-05, Expense Reimbursement	Property 360 website
	For inquiries regarding property preservation and Form 1095	property_preservation@fanniemae.com
	For inquiries regarding the cancellation of property insurance	reo_hazard_claims@fanniemae.com
	For submission of Form 176	hazard_loss@fanniemae.com
	To correct an erroneous REOgram confirmation	npdc_completions@fanniemae.com
	For electronic submission of Form 183	loss_mitigation@fanniemae.com
	For submission of RD guarantee claim payment advice letters	fnma_claims@fanniemae.com
	To request Fannie Mae approval for agreement revisions related to RD mortgage loans	fnma_claims@fanniemae.com
	For submission of FHA, Section 184, and VA guaranty claim payment advice letters	fnma_claims@fanniemae.com
	To request Fannie Mae approval for agreement revisions related to FHA, VA or HUD mortgage loans	fnma_claims@fanniemae.com
	For questions regarding a property that was reconveyed from an insurer or guarantor	fnma_claims@fanniemae.com
	For questions regarding payment of HOA or condo association fees and assessments post foreclosure sale	HOA_Correspondence@fanniemae.com
	For questions regarding payment of taxes post foreclosure sale	Tax_Correspondence@fanniemae.com
	For questions regarding payment of co-op corporation fees or assessments post foreclosure sale	reo_coop@fanniemae.com
	For review of the transferee's credit and financial capacity for a modified mortgage loan	loss_mitigation@fanniemae.com
	For access to DU for review of the transferee's credit and financial capacity	The Single-Family Servicing Servicer Support Center at (800) 2FANNIE (232-6643)
	To obtain Fannie Mae's prior approval for any suspension of a foreclosure action beyond 60 days to facilitate the processing of assistance from a mortgage assistance fund program provider	loss_mitigation@fanniemae.com
	To obtain Fannie Mae's assistance with appropriately completing a mortgage loan modification when the mortgage is fully reinstated as a result of the application of the mortgage assistance funds during an active Trial Period Plan.	loss_mitigation@fanniemae.com
	To submit a case for Fannie Mae's review and approval if the servicer determines a borrower cannot afford to pay the total outstanding non-interest bearing balance when it is due.	loss_mitigation@fanniemae.com
	For questions regarding charge-off or second lien consideration requests	charge_off@fanniemae.com

Name	Purpose	Contact Information
Regional Offices	For situations not covered in the *Servicing Guide* or when instructed in the *Servicing Guide* to contact the regional office	One South Wacker Drive, Suite 1400 Chicago, IL 60606-4667 1700 Market Street, Suite 3100 Philadelphia, PA 19103 1075 Peachtree Street NE, Suite 1600 Atlanta, GA 30309 5600 Granite Parkway VII Plano, TX 75024 707 Wilshire Boulevard Los Angeles, CA 90017 (800) 2FANNIE (232-6643)
Servicing Representative	For questions or to report information as outlined in this *Servicing Guide*	Contact your Customer Account Team or the Single-Family Servicing Servicer Support Center. The Single-Family Servicing Servicer Support Center may be reached at (800) 2FANNIE (232-6643)
Legal department	For the following: • To report escalated matters to Fannie Mae, • To provide written notice of the transfer of files from one law firm to another, • To obtain approval for exceptions to Fannie Mae's policies and requirements related to law firm management and oversight, or • To obtain approval to use an outsourcing company or third-party vendor for servicing responsibilities with respect to servicing loans in bankruptcy.	default_attorney@fanniemae.com
	To inform Fannie Mae's Legal department that an HOA refuses a release of lien; notify Fannie Mae of non-routine litigation and certain matters requiring escalation; and inform Fannie Mae of receipt of a notification of a failure to comply with Texas Constitution Section 50(a)(6)	Submit Form 20
	To obtain specific instructions for reporting cross-border insolvency	Submit Form 20
	To notify Fannie Mae when the servicer reasonably believes that a due-on-sale (or due-on-transfer) provision is unenforceable by law or court	exempt_transfers@fanniemae.com **Note:** The servicer must include "ACTION REQUIRED: TRANSFER OF OWNERSHIP REVIEW" in the subject line and include in the body of the email the Fannie Mae loan number, transferee relationship and timing of the transfer.
Mortgage Servicing Rights Pledges	To provide relevant documentation related to the pledge of servicing rights and transfer of interest in servicing income.	msr_pledges@fanniemae.com
Project Standards Team	To notify Fannie Mae's Project Standards Team if the servicer is advised for an HOA of a condo or PUD project of any proposed action that requires the consent of a specified percentage of the mortgage loan holders in the project.	cpm_manage@fanniemae.com
Voluntary Repurchases and Self-Reporting	To submit a self-report or a voluntary repurchase request	Loan Quality Connect website

F-4-03, List of Lender Contracts (06/13/2018)

Introduction

The following list summarizes the major contracts lenders must have in order to do business with Fannie Mae. It is intended to assist lenders in knowing the Fannie Mae contractual requirements that exist, but is not inclusive of all contracts that may be required.

- Lender Contracts

Lender Contracts

The following table summarizes the major contracts lenders must have in order to do business with Fannie Mae:

Contract Name	Purpose	How to Obtain it
Mortgage Selling and Servicing Contract (MSSC) (and Addenda)	For all sellers/servicers that sell mortgage loans to Fannie Mae or service mortgage loans on Fannie Mae's behalf. The MSSC may include special approvals for sellers/servicers to deliver certain types of mortgage loans (for example: second mortgages, HomeStyle, and co-op share loans).	Becoming a Fannie Mae Customer
Software Subscription Agreement (and applicable Schedules)	The *Software Subscription Agreement* is required for lenders to obtain access to any of Fannie Mae's technology applications. Lenders must also sign one or more schedules to obtain access to specific applications.	See *Software Subscription Agreement General Terms and Conditions* contained in the *Consolidated Technology Guide*.