Single-Family Seller/Servicer Guide PDF as Published 03/09/16

This is a PDF of the Freddie Mac *Single-Family Seller/Servicer Guide* ("Guide") chapters as of March 9, 2016. Freddie Mac provides this Guide PDF as a convenience to its Seller/Servicers. It is *not* the most current version of the Guide (see below for how to access the current official electronic version of the Guide, which includes the Guide forms, exhibits, Glossary and Directory).

Compilation of Guide Chapters

This comprehensive file is a compilation of all of the separate Guide chapters as they were published on March 9, 2016. The footers are updated by chapter and reflect the date of the last time on or before March 9, 2016 that each specific chapter was updated. Therefore, while this Guide PDF includes all Guide chapters as of March 9, 2016, only the chapters that were updated on March 9, 2016 have that date in the footer.

Additionally, certain sections may have future revisions with effective dates after the date of this Guide PDF. If the future effective version of a section has been published by March 9, 2016, that version also is included in this PDF.

The Current Official Electronic Version of the Guide is available on the AllRegs® web site

The current official electronic version of the Guide is posted on the AllRegs® web site of Ellie Mae, Inc., and is available free of charge through the "AllRegs" link on the following web page: http://www.freddiemac.com/singlefamily/guide/. **Seller/Servicers are advised to view the Guide and Guide Bulletins on the AllRegs web site for the most current Guide requirements.** Seller/Servicers are responsible for compliance with the Guide and Bulletins containing specific Guide changes with corresponding effective dates, as posted on the AllRegs web site.

Chapter 1101: The Guide

1101.1: Introduction to the Guide (03/02/16)

This section provides an overview of the content and organization of the Guide.

The Guide consists of Freddie Mac's requirements relating to the purchase, sale, and Servicing of Mortgages. The Guide's structure reflects how and when Seller/Servicers interact with Freddie Mac and is organized to aid in locating the provisions related to the Seller/Servicer's daily workflow.

(a) Segments

The Guide is grouped into three segments:

- Freddie Mac Seller/Servicer Relationship
- Selling
- Servicing

The Guide's design places the provisions applicable to all Seller/Servicers in one central location (Freddie Mac Seller/Servicer Relationship), and then differentiates between those for selling and Servicing. Although the Guide has distinct Selling and Servicing Segments, there may be information and/or cross references for Servicers in the Selling Segment and for Sellers in the Servicing Segment.

Additionally, the Guide contains exhibits, forms, the Glossary and the Directory.

(b) Series and topics

Within each segment there are three distinct series of topics relating to that segment, totaling nine series. The series of topics within each segment are described below.

Description of Series	Summary of Topics
Freddie Mac Seller/Servicer Relationship	
Series 1000, General Contract Terms Series 1000 covers the contractual relationship between the Seller/Servicer and Freddie Mac.	■ Legal effect of the Guide ■ Freddie Mac policies ■ General Seller/Servicer representation and warranties ■ Electronic transactions ■ Types of Seller purchase contracts
Series 2000, Doing Business with Freddie Mac Series 2000 covers Seller/Servicer eligibility and other requirements for doing business with Freddie Mac.	■ Becoming a Freddie Mac Seller/Servicer ■ Establishing third-party relationships (for example, Document Custodians) ■ Access and use of Freddie Mac systems
Series 3000, Risk Management and Remedies Series 3000 covers management of risks related to the purchase and Servicing of Mortgages.	■ Freddie Mac Exclusionary List and FHFA Suspended Counterparty Program ■ Fraud prevention, detection and reporting ■ Mortgage file contents and retention ■ Quality control programs ■ Review of Servicer performance ■ Remedies (including repurchase and termination of Servicing)
Selling	
Series 4000, Mortgage Eligibility Series 4000 covers the eligibility of Mortgages for sale to Freddie Mac.	■ Uniform Instruments ■ General Mortgage eligibility ■ Refinance Mortgages ■ Affordable Mortgages ■ Freddie Mac Mortgage products ■ Mortgage and title insurance

Series 5000, Origination and Underwriting Series 5000 covers underwriting the Borrower and determining the adequacy of the property securing the Mortgage.	■ Methods of underwriting ■ Borrower eligibility ■ Credit assessment ■ Property eligibility ■ Appraisal requirements
Series 6000, Selling and Delivery Series 6000 covers Freddie Mac Mortgage purchase programs and Mortgage delivery requirements.	■ Cash programs ■ Guarantor and MultiLender Swap Programs ■ Mortgage delivery data ■ Assessment and payment of fees ■ Delivery and custody of Mortgage documents ■ Warehouse financing
Servicing	
Series 7000, Transfers of Servicing Series 7000 covers the process for facilitating Transfers of Servicing.	■ Transfer of Servicing requirements ■ Reporting to Freddie Mac ■ Document Custody transfer
Series 8000, Servicing All Mortgages Series 8000 covers general requirements for Servicing.	■ Day-to-day Servicer responsibilities ■ Investor accounting and remitting ■ Custodial funds management ■ Escrow and insurance ■ Property-related matters ■ Servicer compensation ■ Servicer reports

Series 9000, Servicing Default Management Series 9000 covers Servicing Mortgages in default.	■ Ongoing Servicer responsibilities ■ Collection efforts ■ Alternatives to foreclosure ■ Foreclosure ■ Bankruptcy ■ REO ■ Reimbursement of expenses

(c) Chapters and sections

Each topic contains at least one chapter, and each chapter contains at least one section. The titles of topics, and chapters and sections within topics, are intended to facilitate navigation and searching capabilities.

(d) Numbering format

The numbering system of the Guide reflects how the provisions are grouped by segment, series and topics.

The format is as follows:

- **X**XXX.XX – The first digit indicates the series number (For example, Series 6000, Selling and Delivery, or Series 5000, Origination and Underwriting)
- X**X**XX.XX – The second digit indicates the topic number, which can have one or many chapters
- XX**XX**.XX – The last 2 digits before the decimal point indicate the chapter number
- XXXX.**XX** – The 2 digits after the decimal indicates the section number

For example, in Section 1101.1:

- **1**101.1 – The first "1" represents that this section is located in Series 1000, General Contract Terms
- 1**1**01.1 – The second "1" represents that this section is located in the first topic of Series 1000, Topic 1100 – The Guide
- 11**01**.1 – The "01" before the decimal point represents that this section is located in the first chapter within Topic 1100, Chapter 1101, The Guide

- 1101.**1** – The "1" after the decimal point represents that this is the first section in Chapter 1101, Section 1101.1, Introduction to the Guide.

This numbering can help in locating specific content. For example, these are the steps a Seller/Servicer could take if it wants to locate the Guide requirements about reporting fraud and other Suspicious Activity:

- First, the **segment** should be identified. This is a requirement that applies to both Sellers and Servicers and is contained within the Freddie Mac Seller/Servicer Relationship Segment.

- Second, the **series** should be found. As this is part of risk management, the relevant series is Series **3**000, Risk Management and Remedies.

- Next, the **topic** needs to be determined. These requirements are contained within topic 3**2**00: Fraud Prevention, Detection and Reporting; Reporting Other Suspicious Activity.

- Finally, the **chapter and section** within the topic need to be located. In this case, the chapter title mirrors the topic heading, Chapter 32**01**: Fraud Prevention, Detection and Reporting; Reporting Other Suspicious Activity. The specific provisions about this subject are contained in Section 3201.**2**: Fraud and other Suspicious Activity reporting requirements.

The numerical reference to this provision, then, is Section 3201.2.

(e) Exhibits, forms, the Glossary and the Directory

The Guide also includes:

- **Exhibits**

  Exhibits referenced in the Guide are Freddie Mac exhibits unless otherwise indicated.

- **Forms**

  Forms referenced in the Guide are Freddie Mac forms unless otherwise indicated.

- **Glossary**

  The Glossary contains definitions of select terms used in the Guide.

- **Directory**

  The Directory contains Freddie Mac contact information (addresses, telephone numbers, fax numbers and e-mail addresses) to be utilized for specific questions, requests and

documentation. Guide references to the Directory are indicated with a bolded parenthetical (e.g., "**(see Directory 5)**").

1101.2: Legal effect of the Guide and other Purchase Documents (03/02/16)

(a) Status as a contract

(i) Effect of the Guide and other Purchase Documents

The Guide governs the business relationship between a Seller/Servicer and Freddie Mac relating to the sale and Servicing of Mortgages. Each Seller/Servicer must complete and submit a Form 16SF, Annual Eligibility Certification Report, that certifies that the Seller/Servicer has access to the Electronic version of the Guide as an Electronic Record, as those terms are defined in Chapter 1401, and is in compliance with all requirements of the Purchase Documents.

In connection with the sale of Mortgages to Freddie Mac, the Seller/Servicer agrees that each transaction is governed by the Guide, the applicable Purchase Contract and all other Purchase Documents.

A Seller/Servicer must service all Mortgages that the Seller/Servicer has sold to Freddie Mac and/or has agreed to service for Freddie Mac in accordance with the standards set forth in the Seller/Servicer's Purchase Documents. All of a Seller/Servicer's obligations to service Mortgages for Freddie Mac are considered to constitute, and must be performed pursuant to a unitary, indivisible master Servicing contract, and the Servicing obligations assumed pursuant to any contract to sell Mortgages to Freddie Mac are deemed to be merged into, and must be performed pursuant to, such unitary, indivisible master Servicing contract.

A Seller/Servicer acknowledges that Freddie Mac's agreement to purchase Mortgages from the Seller/Servicer pursuant to any individual Purchase Contract is based upon the Seller/Servicer's agreement that the Mortgages purchased will be serviced by the Seller/Servicer pursuant to the unitary, indivisible master Servicing contract. The Seller/Servicer agrees that any failure to service any Mortgage in accordance with the terms of the unitary, indivisible master Servicing contract, or any breach of any of the Seller/Servicer's obligations under any aspect of the unitary, indivisible master Servicing contract, shall be deemed to constitute a breach of the entire contract and shall entitle Freddie Mac to terminate all or a portion of the Servicing. The termination of a portion of the Servicing shall not alter the unitary, indivisible nature of the Servicing contract.

If a Servicer who services Mortgages for Freddie Mac is not also the Seller of the Mortgages to Freddie Mac, the Servicer must agree to service Mortgages for Freddie Mac by separate agreement, which incorporates the applicable Purchase Documents. In such

case, the separate agreement shall be deemed to be one of the "Purchase Documents" that constitute the unitary, indivisible master Servicing contract.

In addition, in certain cases, a Seller and/or Servicer who uses certain Freddie Mac services will, by virtue of the provisions of the Guide, be deemed to have agreed upon certain terms and conditions related to such services and their use.

(ii) Amendments to the Guide

Freddie Mac may, in its sole discretion, amend or supplement the Guide from time to time. Amendments to the Guide may be a paper Record or an Electronic Record, as those terms are defined in Chapter 1401. The Guide may not be amended orally. Freddie Mac may amend the Guide by:

- Publishing Bulletins, which apply to all Sellers/Servicers, or
- Entering into a Purchase Contract or other written or Electronic agreement, which applies to the Seller/Servicer that is a party to the Purchase Contract or agreement

Bulletins expressly amend, supplement, revise or terminate specific provisions of the Guide. An amendment, supplement, revision or termination of a provision in the Guide is effective as of the date specified by Freddie Mac in the applicable Bulletin.

A Purchase Contract or other written agreement or Electronic agreement amends or supplements specific provisions of the Guide for purposes of such Purchase Contract or other agreement, as applicable. Such amendments or supplements to the Guide are effective as of the date specified in the Purchase Contract or other agreement. See Section 1501.2(d) for information about how amendments and supplements to the Guide amend or otherwise apply to a Seller's Purchase Contracts and other Purchase Documents.

(iii)Publication of Guide and Bulletins

The Guide is posted on the AllRegs® web site of Ellie Mae, Inc., which operates the AllRegs brand ("AllRegs") and which posts the Guide under license from and with the express permission of Freddie Mac. AllRegs is the exclusive third-party electronic publisher of the Guide. Seller/Servicers also can access the Guide on the AllRegs web site by using the link on FreddieMac.com.

Freddie Mac makes no representation or warranty regarding availability, features or functionality of the AllRegs web site.

By using the web site, Seller/Servicers acknowledge and agree (individually and on behalf of the entity for which they access the Guide) neither Freddie Mac nor AllRegs shall be liable to them (or the entity for which they access the Guide) for any losses or damages whatsoever resulting directly or indirectly from Freddie Mac's designation of the Guide as found on the AllRegs web site as the official Electronic version, as an

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Bulletins are published on AllRegs and FreddieMac.com. A Seller/Servicer with an AllRegs subscription may receive notice of Bulletins directly from AllRegs. If a Seller/Servicer does not receive notice of Bulletins through AllRegs, the Seller/Servicer must take the steps necessary to receive the applicable Freddie Mac Single-Family Update e-mails, which will notify Seller/Servicer of Bulletin publications. A Seller/Servicer's failure to take the appropriate steps to receive notices of Bulletins does not relieve the Seller/Servicer of its legal obligations to comply with the terms of the Bulletins.

(iv) Effective Date

The effective date of each section of the Guide is located at the beginning of each section, to the right of the section number and name.

(b) Reliance

By entering into a Purchase Contract or into the unitary, indivisible master Servicing contract with Freddie Mac, the Seller/Servicer acknowledges that it is not relying upon Freddie Mac or any employee, agent or representative thereof, in making its decision to enter into the contract and that it has relied upon the advice and counsel of its own employees, agents and representatives as to the regulatory, business, corporate, tax, accounting and other consequences of entering into and performing its obligations under a Purchase Contract or the unitary, indivisible master Servicing contract.

(c) Assignments; security interests

A Seller/Servicer shall not, in whole or in part, assign, sell, convey, hypothecate, pledge or in any other way or transfer, conditionally or otherwise, or grant a security interest in, any of its obligations, rights or interest under any Purchase Contract or under the unitary, indivisible master Servicing contract, including any of its rights or obligations under this Guide or any of the Purchase Documents, without Freddie Mac's prior written consent. Any purported or attempted assignment or transfer of, or grant of a security interest in, any such obligations, rights or interest is prohibited and shall be null and void.

Freddie Mac has the unconditional right to sell, assign, convey, hypothecate, pledge or in any way transfer, in whole or in part, its rights and interest under the Purchase Documents with respect to any Mortgage it purchases. Freddie Mac has the right to direct the Servicer to send remittances, notices, reports and other communications to any party designated by Freddie

Mac and may designate any such party to exercise any and all of Freddie Mac's rights hereunder.

(d) Notice

(i) Seller/Servicer notices to Freddie Mac

Except as otherwise provided in the Guide or other Purchase Documents, any communication, advice, consent, document, notice or direction given, made, sent or withdrawn by the Seller/Servicer pursuant to the Purchase Documents must be in writing and will be deemed to have been duly given to and received by Freddie Mac on the day such communication, advice, consent, document, notice or direction is actually received by Freddie Mac at the address specified below:

Address: In writing to Freddie Mac **(see Directory 1)** by first class mail

Other addresses may be substituted for the above upon notice of the substitution.

(ii) Freddie Mac notices to Seller/Servicer

Any communication, advice, consent, document, notice or direction given, made, sent or withdrawn by Freddie Mac pursuant to the Purchase Documents may be in writing or may be in electronic form in accordance with Chapter 1401. Such notice will be deemed to have been duly given to the Seller/Servicer on the date such communication, advice, consent, document, notice or direction is:

- Received in writing by first class mail by the Seller/Servicer at the address set forth in the Purchase Documents, or
- Received in electronic form (e-mail) as an Electronic Record by the Seller/Servicer's computer information processing system at its Internet e-mail address provided to Freddie Mac by the Seller/Servicer, or
- Received in electronic form (facsimile) as a Record or Electronic Record by the Seller/Servicer's electronic facsimile machine or system at the facsimile telephone number provided to Freddie Mac by the Seller/Servicer

Other addresses may be substituted for the above upon notice of the substitution.

(e) Severability

If any provision of this Guide shall be held invalid, the legality and enforceability of all remaining provisions shall not in any way be affected or impaired thereby, and this Guide shall be interpreted as if such invalid provision were not contained herein.

(f) Defined terms

Initial capitalization of words in the Guide generally denotes terms that are defined in (i) the Glossary, (ii) the chapter in which capitalized words appear, or (iii) an expressly referenced chapter.

(g) Construction of the Guide

This Guide shall not be construed against Freddie Mac as being the drafter hereof.

(h) Entire agreement

This Guide, including the exhibits attached to the Guide and all Purchase Documents incorporated by reference in the Guide, constitutes the entire understanding between Freddie Mac and the Seller/Servicer and supersedes all other agreements, covenants, representations, warranties, understandings and communications between the parties, whether oral or written or Electronic, with respect to the transactions contemplated by the Guide.

(i) Governing law

This Guide shall be construed, and the rights and obligations of Freddie Mac and the Seller/Servicer hereunder determined, in accordance with the laws of the United States. Insofar as there may be no applicable precedent, and insofar as to do so would not frustrate any provision of this Guide or the transactions governed thereby, the laws of the State of New York shall be deemed reflective of the laws of the United States.

(j) Copyright

The Guide (including related supplements and Bulletins) and Industry Letters are copyrighted. Limited permission to reproduce the Guide is granted to Seller/Servicers strictly for their own use in originating and selling Mortgages to, and in Servicing Mortgages for, Freddie Mac. No part of the Guide may be reproduced for any other reason (in any form or by any means) without the express written permission of Freddie Mac. Requests for such permission to reproduce the Guide must be sent to Freddie Mac **(see Directory 1)**.

Requests will be reviewed and answered by Freddie Mac in the ordinary course of business.

Freddie Mac reserves the right to revoke permission to reproduce the Guide upon 60 days' notice to any and all Seller/Servicers. Under no circumstances will Freddie Mac permit the Guide to be reproduced by any Electronic or mechanical means, including, but not limited to, reproduction in, or as a component of, any information storage and retrieval system.

(k) Headings and design features

Headings and design features are written for convenience of reference only and do not constitute a part of this Purchase Document.

Chapter 1201: General Freddie Mac Policies

1201.1: Objective of Freddie Mac's purchase programs (03/02/16)

Freddie Mac was created by Congress in 1970 to stabilize the nation's residential mortgage markets and expand opportunities for homeownership and affordable rental housing (Federal Home Loan Mortgage Corporation Act, 12 U.S.C. 1451 et. seq.). Freddie Mac's public mission is to provide liquidity, stability and affordability to the United States housing market. Freddie Mac does this primarily by purchasing residential Mortgages originated by mortgage lenders. In most instances, Freddie Mac packages these Mortgages into mortgage-related securities, which are guaranteed by Freddie Mac and sold in the global capital markets. Freddie Mac also invests in Mortgages and mortgage-related securities. Freddie Mac does not originate Mortgages or lend money directly to consumers.

Freddie Mac supports the United States housing market and the overall economy by:

- Providing America's families with access to mortgage funding at lower rates
- Helping distressed borrowers keep their homes and avoid foreclosure, and
- Providing consistent liquidity to the multifamily mortgage market, which includes providing financing for affordable rental housing

Freddie Mac is also working with the FHFA, Freddie Mac's customers and the industry to build a stronger housing finance system for the nation.

1201.2: Overview of Freddie Mac's purchase programs (03/02/16)

Freddie Mac purchase programs provide for the purchase of conventional Home Mortgages on a whole loan basis. Freddie Mac does not set a minimum loan amount for purchases and encourages the Seller to make loans of any amount.

Mortgages under all purchase programs are purchased by Freddie Mac on a Required Net Yield basis to Freddie Mac. Interest payments received on the Mortgages over and above the Required Net Yield are retained by the Seller/Servicer. When a Mortgage is purchased, a Minimum Servicing Spread is required to provide adequate Servicing compensation to the Seller/Servicer.

Freddie Mac reserves the right to supplement, modify or terminate any purchase program at any time without prior notice.

1201.3: Characterization and nature of Mortgage purchase transactions (03/02/16)

The Seller and Freddie Mac agree that each and every Mortgage purchase and sale transaction entered into under the Purchase Documents (including, without limitation, any purchase and sale under the Cash, Guarantor or MultiLender Swap programs) — whether sold with or without recourse — is expressly intended by the Seller and Freddie Mac:

- To be construed as the Seller's sale, transfer, conveyance and delivery of all such Mortgages to Freddie Mac, and
- To be construed as Freddie Mac's purchase and receipt of such Mortgages (and/or participation interests therein), and
- Not to be construed as the Seller's pledge to secure a debt or any other obligation

The Seller and Freddie Mac intend for the sale, transfer, conveyance and delivery of all Mortgages to Freddie Mac by the Seller to be true, absolute and unconditional sales.

If despite the intent of the Seller and Freddie Mac, the Mortgages (or any of them) are determined to be property of the Seller (i.e., the sale was not a true sale), Freddie Mac and the Seller agree that:

- The Purchase Documents created a security agreement within the meaning of the Uniform Commercial Code (UCC) in effect in the applicable State, conveying to Freddie Mac a security interest in all of the Seller's right, title, and interest in and to the Mortgage and all proceeds from the Mortgage
- Freddie Mac is the secured party under such security agreement
- The possession by Freddie Mac or its designee (including, without limitation, any applicable Document Custodian) of the Notes (and any related documents) shall be deemed to be possession by the secured party for purposes of perfecting the security interest pursuant to the UCC
- The Seller shall assist Freddie Mac with any reasonable actions necessary to ensure that Freddie Mac receives a perfected security interest of first priority under applicable law; and
- Freddie Mac will have all of the rights and remedies of a secured party and creditor under the UCC and may execute and file UCC financing statements as reasonably necessary

1201.4: Limitation on Mortgage purchases and commitments (03/02/16)

(a) Limitation on number and amount of Mortgage purchases and commitments

Freddie Mac reserves the right to:

- Limit the number and/or aggregate dollar amount of Mortgage commitments it will accept from any Seller. Maximums are subject to change by Freddie Mac at any time without prior notice or publication

- Establish the Maximum Annual Mortgage Purchase Amount that Freddie Mac will purchase from a Seller in any calendar year. Freddie Mac will notify a Seller in writing if Freddie Mac has established a Maximum Annual Mortgage Purchase Amount for that Seller for that calendar year and will inform the Seller of the maximum amount for that year. The Maximum Annual Mortgage Purchase Amount will not be adjusted by a purchase tolerance, and the purchase tolerances in Section 6401.1 will not apply to the Maximum Annual Mortgage Purchase Amount.

- Limit the number and/or aggregate dollar amount of Home Mortgages it will purchase in any subdivision, tract, Condominium Project, Planned Unit Development (PUD), or ground lease community

- Establish maximum Mortgage purchase amounts for time frames other than one year

- Establish maximum purchase amounts for specific types of Mortgages based on Mortgage characteristics or any other basis Freddie Mac deems appropriate, at its sole discretion

- Establish minimum Mortgage purchase amounts

(b) Review of aggregate purchase amount

If Freddie Mac has established a Maximum Annual Mortgage Purchase Amount with respect to the Seller, Freddie Mac will, after a commitment has been made, review the aggregate amount of Mortgages purchased from the Seller to date in the current calendar year. Freddie Mac will notify the Seller if the contract commitment amount stated in the Purchase Contract, when added to the aggregate amount of Mortgage purchases to date from the Seller for that calendar year, would cause the Seller to exceed the Maximum Annual Mortgage Purchase Amount established for the Seller. In such case, Freddie Mac, in its sole and absolute discretion, may purchase Mortgages from the Seller in an amount that exceeds the Seller's Maximum Annual Mortgage Purchase Amount or may rescind, in whole or in part, any Purchase Contract (including any Purchase Contract entered into by any other Freddie Mac authorized method) that will result in the Seller's exceeding its Maximum Annual Mortgage

Purchase Amount. The Seller agrees that any such rescission shall be made without the payment by Freddie Mac of any Seller claims.

1201.5: Servicing in accordance with Purchase Documents (03/02/16)

Mortgages purchased by Freddie Mac must be serviced by a Servicer in accordance with applicable law and the applicable Purchase Documents. For performing Servicing duties, Freddie Mac will compensate the Servicer in accordance with Chapter 8103.

Freddie Mac reserves the right to refuse to purchase any Mortgage that, in its sole discretion, Freddie Mac determines cannot be adequately serviced by the Seller (if also a Servicer), its assignee or its duly authorized Servicing Agent.

1201.6: Transfer costs (03/02/16)

The Seller agrees to pay documentary stamp taxes, recording fees, transfer taxes and all other expenses payable in connection with Mortgages purchased by Freddie Mac.

1201.7: Sale of Mortgages by Freddie Mac (03/02/16)

Freddie Mac may, from time to time, sell in whole or in part Mortgages it has purchased pursuant to the Purchase Documents.

For information regarding a termination of Servicing related to the sale of Mortgages by Freddie Mac, refer to Section 3603.6.

1201.8: Receipt and treatment of confidential information (03/02/16)

Due to its relationship with Freddie Mac as an approved Seller/Servicer, Freddie Mac may provide the Seller/Servicer with information and documentation that Freddie Mac has identified as “confidential information.” Such confidential information may include, but is not limited to, information and documentation concerning the development, negotiation, operation or terms of various products, programs, technology, business terms, trade secrets, certain commercial and financial information, and/or “material inside information” within the meaning of the federal securities laws. Confidential information may include confidential information belonging to third parties.

(a) Treatment of confidential information

The Seller/Servicer must treat all confidential information and all information or materials prepared from confidential information, defined as "derivative information," as strictly confidential and proprietary. The Seller/Servicer must not release or disclose or permit the release or disclosure of the confidential information or the derivative information, or any portion thereof, for any purpose at any time except to the extent:

- Allowed by this section
- Expressly required or consented to by Freddie Mac in writing, or
- Ordered by a court or administrative agency

In the event the Seller/Servicer anticipates that it may be required, for any reason, to release or disclose confidential information or derivative information, the Seller/Servicer shall immediately notify Freddie Mac **(see Directory 1)**, and provide reasonable cooperation to Freddie Mac, to allow Freddie Mac to take any actions it deems necessary to prevent or limit the release or disclosure of the confidential information or derivative information in question.

(b) Copies of confidential information

The Seller/Servicer shall not copy or permit copies to be made of the confidential information, the derivative information, or any portion thereof, except to the extent necessary for Servicing or other obligations to Freddie Mac or unless prior written consent from Freddie Mac has been obtained. The Seller/Servicer shall mark “Confidential” in a prominent location on all confidential information, derivative information and on all copies.

(c) Authorized parties

If necessary for Servicing or other obligations to Freddie Mac, the Seller/Servicer may provide confidential information, derivative information, and copies thereof, to:

- Officers, directors, principals, partners, employees of the Seller/Servicer
- Its regulators, auditors, counsel and accountants
- Any MI or other vendor

Collectively, the parties identified in 1 through 3 above are “Persons” for this subsection 1201.8(c) to whom the Seller/Servicer may need to provide such information or copies, in each instance, solely as determined by counsel for the Seller/Servicer that such sharing is either (i) legally required, or (ii) necessary for fulfilling the Seller/Servicer’s Servicing or other obligations to Freddie Mac. The Seller/Servicer must notify any such Persons receiving such confidential information or derivative information (and any copy thereof) that such Person has the same obligations as the Seller/Servicer to keep the confidential information or

derivative information (and any copy thereof) confidential. The Seller/Servicer will deliver to Freddie Mac a list of all or any such Persons promptly upon request. Notwithstanding the preceding provisions of this subsection 1201.8(c), under no circumstances may a Seller/Servicer provide or otherwise make available a Freddie Mac Exclusionary List to any Person (other than an officer, director, principal, partner or employee with a need to have the Exclusionary List for the purposes set forth in this section) or entity without the prior express written authorization of the Financial Instrument Fraud and Anti-Money Laundering Officer.

(d) Exclusions

Confidential information and derivative information do not include any information that is:

- Generally available to the public without violation of the provisions of this subsection
- Provided to the Seller/Servicer by a third party that is not itself under a confidentiality obligation with respect to the information, or
- Independently developed by the Seller/Servicer without use of the confidential information, derivative information or any portion thereof

1201.9: The Mortgage file, Mortgage data and related records (03/02/16)

(a) Ownership

All documents in the Mortgage file, all data related to Mortgages owned or guaranteed by Freddie Mac to which the Servicer obtains access in connection with any agreement with Freddie Mac, including, without limitation, data in the documents in the Mortgage file (collectively, Mortgage data) and all other documents and records related to the Mortgage of whatever kind or description (whether prepared or originated by the Servicer or others, or whether prepared or maintained or held by the Servicer or others acting for and on behalf of the Servicer), including all current and historical computerized data files, will be, and will remain at all times, the property of Freddie Mac. All of these records and Mortgage data in the possession of the Servicer are retained by the Servicer in a custodial capacity only.

(b) Permitted use of Mortgage data

The Servicer may use these records and Mortgage data only for the following purposes:

- Servicing Mortgages (and, in compliance with the provisions of the Guide, retaining subservicers to service Mortgages) on behalf of, and in the interest of, Freddie Mac
- As background information for the Servicer's use related to marketing or cross-selling of the Servicer's own primary market products and services in compliance with applicable

laws, provided that such marketing and cross-selling does not involve disclosure of these records or Mortgage data to any third parties,
other than vendors assisting the Servicer in its marketing activities who are themselves bound by these requirements

- As necessary to enable a vendor to provide analytic services to the Servicer with respect to the Servicer's Servicing portfolio, for the Servicer's internal use only, provided the vendor is bound by these requirements, and

- As necessary to enable the Servicer to comply with its obligations under applicable law including, without limitation, any disclosures required in connection with audits by regulatory agencies with jurisdiction over the Servicer's operations

Except as expressly authorized by Freddie Mac in writing, Servicers may not use or disclose, or authorize or permit third parties to use or disclose, these records or Mortgage data for any other purpose including, without limitation, resale or licensing of Mortgage data, either alone or with other data. See Section 8101.8, for additional requirements related to confidentiality.

1201.10: Minority-Owned, Women-Owned and Disabled-Owned Business Enterprises (03/02/16)

It is Freddie Mac's policy to provide, to the maximum extent possible in balance with financially safe and sound business practices, the opportunity for Minority-Owned, Women-Owned and Disabled-Owned Business Enterprises to compete fairly as suppliers, contractors and subcontractors in Freddie Mac's business activities, taking into account both price and quality. As an aspect of this policy, Freddie Mac encourages Seller/Servicers to ensure that Minority-Owned, Women-Owned and Disabled-Owned Business Enterprises are given the opportunity to compete fairly in supplying services to Seller/Servicers.

1201.11: Audit confirmation requests (03/02/16)

Sellers or Servicers requiring confirmation from Freddie Mac with respect to the Mortgages sold to and serviced for Freddie Mac must use a format similar to that provided in Exhibit 65, Audit Confirmation Request. The confirmation request must be submitted to Freddie Mac via e-mail at **audit_confirmation@freddiemac.com**.

Chapter 1301: General Responsibilities of the Seller/Servicer

1301.1: Submission of data to Freddie Mac (03/02/16)

The Seller/Servicer warrants that all data and/or other information submitted to Freddie Mac is true, complete and accurate. The Seller/Servicer agrees to complete all Freddie Mac forms according to the instructions or guidance provided by Freddie Mac. With respect to data and/or other information transmitted to Freddie Mac through a permitted electronic medium, the Seller/Servicer warrants that the:

- Transmission complies with the requirements of the applicable Purchase Documents
- Transmission contains all the required information
- Terms, conditions and requirements stated in the Purchase Documents have been fully satisfied and adhered to

1301.2: Compliance with applicable law (03/02/16)

(a) Seller/Servicer obligations

The Seller/Servicer agrees to comply with all applicable federal, State and local laws, ordinances, regulations and orders, including, without limitation and as amended, the following laws and their applicable regulations:

1. Title VI of the Civil Rights Act of 1964
2. Title VIII of the Civil Rights Act of 1968, as amended
3. Section 527 of the National Housing Act
4. The Equal Credit Opportunity Act
5. The Fair Credit Reporting Act
6. All applicable laws, rules, regulations and guidance prescribed by Seller/Servicer's regulator(s), governing data privacy and/or the safeguarding of Borrower personal information including, without limitation, the Gramm-Leach-Bliley Act
7. Executive Order 11063, Equal Opportunity in Housing, issued by the President of the United States on November 20, 1962

8. The foreign assets control regulations, 31 C.F.R. Chapter V, as amended, and any authorizing legislation or executive order relating thereto, as administered by the Office of Foreign Assets Control (OFAC) within the United States Department of the Treasury (collectively "OFAC Regulations")

9. The Bank Secrecy Act, the Money Laundering Control Act and Title III of the USA PATRIOT Act

10. Section 5 of the Federal Trade Commission Act and similar laws that prohibit unfair or deceptive acts or practices

11. The Truth-in-Lending Act

12. The Real Estate Settlement Procedures Act

13. The Fair Debt Collections Practices Act

14. The Homeowners Protection Act of 1998

15. Judicial and professional rules of conduct governing discussions with opposing parties in litigation when represented by counsel (e.g., solicitation of delinquent Borrowers in bankruptcy or Borrowers engaged in litigation with the Servicer)

16. The U.S. Bankruptcy Code

17. The Electronic Signatures in Global and National Commerce Act, as enacted by the United States government ("E-SIGN")

18. The Uniform Electronic Transactions Act, as enacted by the applicable State ("UETA") unless superseded by E-SIGN

The Seller/Servicer agrees to indemnify and hold Freddie Mac harmless from and against all claims, judgments, losses, costs and expenses incurred by Freddie Mac arising out of the Seller/Servicer's violation of any federal, State or local law, regulation, regulatory guidance, ordinance or order.

A Seller/Servicer cannot assume that because it complies with all applicable Freddie Mac requirements that the Seller/Servicer therefore complies with all applicable federal, State and local laws, ordinances, regulations and orders.

(b) OFAC screening; notice of OFAC match

Seller/Servicers are expected to establish and maintain an effective OFAC compliance program that ensures compliance with OFAC Regulations.

Sellers must screen each Borrower against OFAC's most recent list of Specially Designated Nationals and Blocked Persons ("OFAC SDN List") prior to delivery to Freddie Mac. If a Borrower is on the OFAC SDN List, the Mortgage is ineligible for sale to Freddie Mac. The Servicer must periodically screen the Mortgages that it services for Freddie Mac against the OFAC SDN List. The frequency of such screening should be based on the Servicer's OFAC compliance program and be commensurate with the Servicer's OFAC risk profile (i.e., Servicers could screen Freddie Mac Mortgages with the same frequency as they do their own portfolio).

A Servicer that identifies a valid match against the OFAC SDN List must notify Freddie Mac via e-mail within 24 hours of blocking or rejecting a Mortgage or Mortgage transaction based on such valid OFAC SDN List match **(see Directory 1)**. Such e-mail notification must also provide the following information:

- Freddie Mac loan number
- Borrower name
- Name, title, e-mail address, and telephone number for the point of contact at the Servicer who will be able to discuss the OFAC SDN List match

Upon receipt of the notice, a representative from Freddie Mac will contact the Servicer to discuss the OFAC SDN List match and any potential next steps. Freddie Mac may also require the Servicer to provide documentation or additional information regarding the OFAC SDN List match.

Notifying Freddie Mac of a confirmed match against the OFAC SDN List does not absolve the Servicer from its responsibility to file a report with OFAC, as required by OFAC Regulations.

(c) Anti-money laundering (AML) compliance; reporting AML non-compliance and Suspicious Activity

Seller/Servicers subject to the AML provisions of the Bank Secrecy Act are expected to establish and maintain a compliance program that ensures compliance with all applicable provisions of the Bank Secrecy Act and implementing federal regulations.

Seller/Servicers must, as permitted by law, notify Freddie Mac **(see Directory 1)** within seven Business Days of confirmation of any instances of the Seller/Servicer's own non-compliance or compliance failure related to the AML requirements of the Bank Secrecy Act, the Money Laundering Control Act, or Title III of the USA Patriot Act, and applicable implementing federal regulations.

All Seller/Servicers, including those not subject to the AML provisions of the Bank Secrecy Act, must develop internal controls, policies and procedures designed to detect Suspicious

Activity, and to report such Suspicious Activity to Freddie Mac **(see Directory 1)** in accordance with Section 3201.2.

(d) FHFA Suspended Counterparty Program

Seller/Servicers must comply with the requirements set forth in Section 3101.2 applicable to FHFA's Suspended Counterparty Program.

(e) Seller lending practices

The Seller must employ business practices that promote fair lending.

(f) Servicer responsibility for incident response program and notice of breach

Servicers must maintain a "Response Program" consistent with the requirements of the Interagency Guidance on Response Programs for Unauthorized Access to Customer Information and Customer Notice (the "Interagency Guidance") (12 CFR Parts 208 and 225).

If the Servicer believes there has been a "security incident," defined as any unauthorized access to, or acquisition of, information that compromises the security, confidentiality or integrity of "sensitive customer information" (as defined in the Interagency Guidance) maintained by the Servicer, and that security incident is related to Mortgages owned by Freddie Mac, the Servicer must send the following notifications to Freddie Mac **(see Directory 1)**

- Written notice of the security incident, including a detailed description of its scope and root cause (to the extent then understood) and a description of the notices provided to affected Borrowers, within a reasonable time after the security incident; and

- If the Servicer does not send notices to all Borrowers affected by a certain security incident, the Servicer must provide written notice including a rationale and explanation for not sending notice to all affected Borrowers as soon as practicable after the security incident

If the Servicer intends to refer to Freddie Mac in any notices it sends to Borrowers on Mortgages whose information was affected by the security incident, the Servicer must notify Freddie Mac within a reasonable time prior to sending those notices to Borrowers. Freddie Mac must have the opportunity to review the content of the notices.

In all such cases, the Servicer must cooperate with Freddie Mac including, without limitation, by providing all information and assistance requested to enable Freddie Mac to comply with its legal obligations and to manage any issues arising out of the security incident.

(g) Servicers diversity practices – minority, women and disabled inclusion

In accordance with regulations adopted by the Federal Housing Finance Agency, 12 C.F.R. Pt. 1207, pursuant to the Housing and Economic Recovery Act of 2008, 12 U.S.C. § 4520 ("HERA"), each Servicer will:

1. Practice the principles of equal employment opportunity and non-discrimination in all its business activities

2. Contractually require each subcontractor that the Servicer engages to provide services or goods to Freddie Mac to practice the principles of equal employment opportunity and non-discrimination in all its business activities, and

3. Upon request, provide Freddie Mac with information and appropriate certifications regarding:

   - The diversity status of the Servicer

   - The diversity status of subcontractors the Servicer engages to provide services or goods to Freddie Mac with respect to Servicing under the Purchase Documents

   - The amounts Freddie Mac pays to the Servicer for Servicing under the Purchase Documents

   - The amounts the Servicer pays to subcontractors to provide services or goods to Freddie Mac with respect to Servicing under the Purchase Documents, and

   - Any other information Freddie Mac requests to comply with HERA and applicable diversity and inclusion regulations

(h) Servicer adverse action notices

If Freddie Mac participated in evaluating a Borrower for a workout or relief option that is not approved, Freddie Mac will provide the reasons why it did not approve the workout or relief option to the Servicer. If Freddie Mac participated in the decision and if the decision gives rise to an obligation to provide the Borrower a notice or notices under applicable law, including, but not limited to, adverse action notices required by the Equal Credit Opportunity Act or the Fair Credit Reporting Act, then the Servicer must provide such notices to the Borrower on behalf of Freddie Mac. In these cases, the notices provided by the Servicer to the Borrower must identify both the Servicer and Freddie Mac as having participated in the evaluation of the workout or relief option and the decision to deny the request.

(i) Repurchase requests related to compliance with laws representations and warranties

(i) Freddie Mac will only issue a repurchase request for Seller violations of law that:

   - Could be expected to impair Freddie Mac's or its Servicer's ability to enforce the Note or Mortgage

- Impose assignee liability, or

- Are found to have been violations of, or if Freddie Mac has made a finding based on the facts available to Freddie Mac that a violation may have occurred of, one or more of the following laws or related regulations:

  - OFAC Regulations

  - The Fair Housing Act

  - Anti-discrimination provisions of the Equal Credit Opportunity Act (ECOA)

  - Unfair, deceptive, or abusive acts or practices under federal and State laws (UDAAP), and

  - The Securities Exchange Act of 1934

With respect to UDAAP, Freddie Mac will take into consideration published federal and State announcements of interpretations as well as all published judicial and administrative decisions and will not enforce a repurchase if the matter can be cured by remediation to the injured party and the Seller makes such remediation. However, three or more years after the Settlement Date of a Mortgage, Freddie Mac may not seek repurchase on UDAAP grounds regarding a specific practice unless a lender self-reports or if a federal or State enforcement authority has indicated, asserted or claimed that such practice violates or may violate UDAAP, or a federal or State court has held that a specific practice violates UDAAP.

(ii) A repurchase demand based on a compliance with law violation by the Seller will include supporting facts and findings made by Freddie Mac in the course of considering the facts and circumstances before it. Freddie Mac's determination that a violation has occurred must be consistent with the facts and circumstances provided by the Seller and any other information obtained by Freddie Mac as part of its evaluation of the situation.

(iii) When Freddie Mac issues a repurchase request to the Seller in connection with a failure to comply with laws and there is pending litigation underway involving that same issue or a government agency with authority to make a determination regarding the issue has publicly stated that it is reviewing the issue, the Seller will not be required to repurchase until 30 days after the litigation has been dismissed, settled or concluded at trial in an adjudication or the governmental agency has made a final determination, as applicable (collectively, "the Resolution"). After the Resolution, the Seller may request that Freddie Mac review the appropriateness of the repurchase request in light of the Resolution. Freddie Mac will withdraw the repurchase request where appropriate.

(iv) Freddie Mac will not issue a repurchase request to the Seller based on violations of the ability to repay provisions under the Truth-in-Lending Act ("ATR") unless a court or regulator concludes the Mortgage did not comply with ATR.

(v) This section does not limit Freddie Mac's rights to issue repurchase requests for Servicer breach of its obligations regarding compliance with applicable laws.

1301.3: Inspection of records (03/02/16)

The Seller/Servicer agrees to allow Freddie Mac, during normal business hours, to inspect all of the Seller/Servicer's books and records pertaining to its Mortgage operations and to any Mortgages purchased by Freddie Mac.

Additionally, when Freddie Mac requests, either before or after termination of Servicing, the Servicer must permit Freddie Mac at any time during normal business hours to inspect the Mortgage files and all of the Servicer's records pertaining to Mortgage operations related to Freddie Mac.

1301.4: Reliance on the Seller/Servicer warranties and representations (03/02/16)

The Seller/Servicer should carefully read the Purchase Documents. The Seller/Servicer acknowledges that Freddie Mac and any transferees or assignees of Freddie Mac purchase Mortgages and trade in any related securities in reliance on the accuracy and truth of the Seller/Servicer's warranties and representations and on its compliance with the agreements, requirements, terms and conditions set forth in the Purchase Documents.

1301.5: Review of Mortgages by Freddie Mac prior to purchase (03/02/16)

Before the Freddie Mac Funding Date (Cash programs) or Settlement Date of the PC (Guarantor programs), Freddie Mac may, in its discretion, refuse to purchase any Mortgage if it determines any of the following:

- The Mortgage is not of investment quality
- The Seller has failed to satisfy or has breached any of the provisions of the Purchase Documents
- Any of the warranties or representations of the Seller to Freddie Mac are untrue

- The Seller has failed to provide Freddie Mac with information that is true, complete and accurate as to the Mortgage

For each Mortgage it refuses to purchase, Freddie Mac may require the Seller to substitute in its place another Mortgage that is satisfactory to Freddie Mac.

1301.6: Seller authorized to sell Mortgage (03/02/16)

The Seller must have the full legal authority, must have taken all action required by law and by its organizational documents and must have obtained any consents required, to sell, transfer and assign a Mortgage to Freddie Mac free and clear of all claims, security interests or other encumbrances.

The Note and the Security Instrument must be enforceable by the Seller. Transfer of the Note and the Security Instrument in whole or in part to any subsequent purchaser must not detract from their enforceability. The Purchase Contract must have been duly authorized, executed and delivered by the Seller and must be valid, binding and enforceable according to its terms and conditions.

Compliance with the terms and conditions of the Purchase Documents by the Seller must not conflict with, result in a breach of or default under or be adversely affected by the following:

- Any terms and conditions of the charter or bylaws or other type of organization constituent documents of the Seller

- Any agreement or instrument to which the Seller is a party

- Any judgment, order or regulation to which the Seller is subject

Each Seller that is an "insured depository institution," as that term is defined in Section 1813(c)(2) of Title 12 of the United States Code, as amended, acknowledges, agrees, covenants, represents and warrants to Freddie Mac that the Seller's Master Agreements and other applicable Purchase Documents entered into by and between the Seller and Freddie Mac:

- Are in writing or are Records or Electronic Records, as those terms are defined in Section 1401.2

- Were executed or authenticated by the Seller and Freddie Mac contemporaneously with the agreement reached by the Seller and Freddie Mac for sale of Mortgages by the Seller to Freddie Mac in return for cash and/or PCs received by the Seller

- Were approved by the Seller's board of directors or the Seller's officers or employees who were duly authorized by the board of directors to enter into such agreements and board approvals, resolutions and/or delegations of authority are reflected in the minutes of the board, and

- Have been, continuously, from the time of their execution or authentication, official records of the Seller

1301.7: Servicer authorized to service (03/02/16)

The Servicer must be eligible to service Mortgages for Freddie Mac under the requirements of the Purchase Documents. The Servicer warrants that it has complied with all applicable laws related to licensing, qualification to do business or approval to service Mortgages. The Servicer also warrants that the Purchase Documents have been duly authorized, executed and delivered and are valid and enforceable according to their terms. The Servicer further warrants that compliance with the terms and conditions thereof will not conflict with, result in a breach of or default under, or be adversely affected by the following:

- Any terms and conditions of the Servicer's charter
- Any agreement or instrument to which the Servicer is a party
- Any judgment, order or regulation to which the Servicer is subject

1301.8: Warranties and representations by the Seller (03/02/16)

As of the Delivery Date, the Funding Date or the Settlement Date (as applicable), and the date of any substitution of Mortgages pursuant to the Purchase Documents, the Seller makes the warranties and representations in this section for each Mortgage purchased by Freddie Mac. The Seller is fully liable for all warranties and representations made to Freddie Mac, regardless of whether the Seller originated the Mortgage.

(a) General warranties and representations

1. The terms, conditions and requirements stated in the Purchase Documents have been fully satisfied
2. All warranties and representations of the Seller are true and correct
3. The Seller is in compliance with its agreements contained in the Purchase Documents
4. The Seller has not misstated, misrepresented or omitted any material fact about the Mortgage

5. The Seller has given correctly and on a timely basis to the Borrower all disclosures and notices required under applicable law and the terms of the Note and the Security Instrument

6. With respect to each ARM, the Seller has calculated any and all adjustments to the interest rate or the monthly payment correctly and given on a timely basis any and all notices of such adjustments completely in accordance with the terms of the Note and the Security Instrument and with the requirements of applicable law

7. The Seller has adopted Exhibit 31, Home Valuation Code of Conduct, and for each conventional Mortgage, the appraisal was obtained in a manner consistent with the Home Valuation Code of Conduct

8. No person or entity on the Freddie Mac Exclusionary List played a role in the origination or sale of such Mortgage or the related real estate transaction. See Section 3101.1(b).

9. Solely with respect to a Mortgage registered with MERS®, MERS is the mortgagee of record (either by being named in the Security Instrument as nominee for the Seller, or by being named as the assignee in a recorded assignment of the Security Instrument), or, where applicable, MERS is not the mortgagee of record for purposes of MERS iRegistration

Upon Freddie Mac's written request, either before or after the Funding Date, the Seller will supply evidence satisfactory to Freddie Mac of the Seller's compliance with any provision of the Purchase Documents. Before the Funding Date, the Seller must obtain Freddie Mac's written approval of any waivers or modifications to the provisions of the Purchase Documents.

The Seller represents and warrants that all persons executing documents on behalf of the Seller are duly authorized to do so.

The Seller warrants that it and, if applicable, the originator of the Mortgages it sells to Freddie Mac have complied with all applicable laws relating to licensing, qualification to do business or approval to originate Mortgages.

Before the Funding Date, the Seller may contact Freddie Mac to request review of a Mortgage in order to obtain a waiver of the warranty requirements of Sections 3101.1(d) and 1301.8(a)(8). The Seller should make such request to the Freddie Mac Fraud Mailbox at **mortgage_fraud_reporting@freddiemac.com** or, alternatively, may make such request by fax or mail **(see Directory 1)**. As part of the request, the Seller must inform Freddie Mac of the nature and extent of the role played by the person or entity on the Exclusionary List in connection with the Mortgage and must provide other relevant information upon request. If Freddie Mac reviews the Mortgage and subsequently elects to purchase the Mortgage, Freddie Mac will provide the Seller with written notice of such election, in which case the warranty concerning the involvement of an excluded person or entity will not be applicable to the sale of the Mortgage. All other requirements of the Purchase Documents relating to the

sale of the Mortgage will remain in full force and effect. Freddie Mac's election to review and its decision to purchase such a Mortgage are within its sole discretion.

(b) Seller sole Mortgage owner; Mortgage not subject to any other interest

(i) As of the Delivery Date, the Seller must be the sole owner of the Mortgage.

As of the Funding Date or the Settlement Date, whichever is applicable, all Mortgages purchased by Freddie Mac must be free and clear of all claims, security interests or other encumbrances. The Seller agrees to take or cause to be taken such further actions, including without limitation, the preparation, execution and filing of additional documents and instruments, as may be reasonably necessary to assure and confirm to Freddie Mac that the Mortgages purchased by Freddie Mac are free and clear of any and all security interests as of the Funding Date or the Settlement Date.

(ii) The Seller warrants to Freddie Mac that as of the Freddie Mac Funding Date (Cash programs) or Settlement Date of the PC (Guarantor programs), the Mortgage is not subject to any other interest.

The Seller further warrants and agrees not to sell, assign, convey, hypothecate, pledge or in any other way transfer, conditionally or otherwise, its interest in a Mortgage that Freddie Mac has purchased, except as expressly permitted in the Purchase Documents.

1301.9: Servicer agreements (03/02/16)

In addition to general warranty statements elsewhere in this Guide, the Servicer agrees that, in Servicing Mortgages and REO for Freddie Mac, the Servicer will

- Comply with the Purchase Documents and any instruction, request or requirement issued by Freddie Mac
- Abide by Freddie Mac's decision with respect to any of the Mortgages or REO, regardless of the Servicer's Percentage of Participation in the Mortgage or REO
- Hold Freddie Mac harmless for any loss the Servicer may suffer from any decision made by Freddie Mac with respect to any of the Mortgages or REO, regardless of the Servicer's Percentage of Participation in the Mortgage or REO
- Reimburse Freddie Mac for any expenses (including court costs and reasonable attorney fees) incurred by Freddie Mac, at its sole discretion, in remedying or correcting any failure of the Servicer to service a Mortgage or REO in accordance with the requirements of the Purchase Documents
- Reimburse Freddie Mac for any costs incurred by Freddie Mac as a result of a Servicer's delays in meeting the foreclosure or bankruptcy timelines when the delay results from any

failure of a Seller/Servicer to originate a Mortgage or service a Mortgage or REO in accordance with the requirements of the Purchase Documents; such costs to be determined in Freddie Mac's sole discretion.

1301.10: Survival of warranties; remedies (03/02/16)

The warranties and representations in the Purchase Documents for any Mortgage purchased by Freddie Mac survive payment of the purchase price by Freddie Mac. The warranties and representations are not affected by any investigation made by, or on behalf of, Freddie Mac, except when expressly waived in writing by Freddie Mac.

When any party has purchased a Mortgage from Freddie Mac that Freddie Mac previously purchased from a Seller, Freddie Mac may exercise any rights or remedies at law or in equity on behalf of the party to the extent that the party does not affirmatively do so. Freddie Mac may also exercise its discretion to disqualify or suspend a Seller or a Servicer pursuant to Chapter 2301 or Section 9102.1.

For each Mortgage purchased by Freddie Mac, the Seller and the Servicer agree that Freddie Mac may, at any time and without limitation, require the Seller or the Servicer, at the Seller's or the Servicer's expense, to make such endorsements to and assignments and recordations of any of the Mortgage documents so as to reflect the interests of Freddie Mac and/or its successors and assigns.

1301.11: Enforcement of representations and warranties related to underwriting of the Borrower, Mortgaged Premises and project (03/02/16)

I. Selling representation and warranty framework – Version 1

The requirements below are effective for Mortgages with Freddie Mac Settlement Dates on and after January 1, 2013 and before July 1, 2014.

See Section 1301.11 II. below for selling representation and warranty framework – Version 2.

(a) Representations and warranties

For Mortgages, including Mortgages sold pursuant to negotiated provisions, that comply with the eligibility requirements set forth in (b) below, Freddie Mac will not exercise its remedies, including the issuance of a repurchase request, in connection with the Seller/Servicer's breaches of selling representations and warranties in the topics, chapters and sections of the Guide listed in the table below[1], relating to:

- The underwriting of the Borrower, which includes the Seller's assessment of the Borrower's loan terms, credit history, employment and income, assets, and other financial information used for qualifying the Borrower for the Mortgage

- The underwriting of the Mortgaged Premises, which is the analysis of the description and valuation of the Mortgaged Premises to determine its adequacy as collateral for the Mortgage

- The underwriting of the project in which the Mortgaged Premises is located, which is the analysis of the Planned Unit Development (PUD) or Condominium Project

[1] This includes the topics, chapters and sections as amended by the Seller's Purchase Documents, if applicable.

For Guide provisions not listed in this table, the Seller/Servicer will continue to be responsible for representations and warranties for the life of the loan.

Guide topic/chapter/section	**Title of topic, chapter or section and where noted, exclusions to provisions in the topic/chapter/section** Note: Where the following provisions of the Guide contain references to requirements located in other topics, chapters and/or sections of the Guide, Freddie Mac will not exercise its remedies in connection with breaches of representations and warranties related to those requirements only if the topic/chapter/section where the requirement is located is included below.
Section 4101.1	The Mortgage application
Section 4201.1	Investment quality Mortgage With the exception of the Mortgage being adequately secured by real property
Section 4201.4	Term, with the following exceptions: For a Mortgage with an Application Received Date prior to **January 10, 2014**, and a Freddie Mac Settlement Date on or before **July 31, 2014**: The Mortgage must not have an original maturity that exceeds 40 years from the Origination Date or the Effective Date of Permanent Financing for a Construction Conversion or Renovation Mortgage.

Guide topic/chapter/section	Title of topic, chapter or section and where noted, exclusions to provisions in the topic/chapter/section Note: Where the following provisions of the Guide contain references to requirements located in other topics, chapters and/or sections of the Guide, Freddie Mac will not exercise its remedies in connection with breaches of representations and warranties related to those requirements only if the topic/chapter/section where the requirement is located is included below.
	For a Mortgage with an Application Received Date on or after **January 10, 2014**, or a Freddie Mac Settlement Date after **July 31, 2014**: The Mortgage must not have an original maturity that exceeds 30 years from the Origination Date or the Effective Date of Permanent Financing for a Construction Conversion or Renovation Mortgage.
Subsection 4201.5(d)	Age of collateral documentation: Settlement Dates more than 120 days after the Note Date
Section 4201.8	Assumption of Mortgage
Section 4201.13	No circumstances adversely affecting value of Mortgage
Section 4201.14	Mortgages secured by Primary Residences
Section 4201.15	Second home Mortgages
Section 4201.16	Investment Property Mortgages
Section 4201.17	Purchase requirements for Mortgages secured by properties with resale restrictions
Section 4201.18	Impact of Contaminated Sites
Section 4201.20	Blanket Mortgages
Chapter 4203	Maximum Loan Amounts and LTV, TLTV and HTLTV Ratios
Chapter 4204	Secondary Financing and Other Financing Arrangements With the exception of the requirement that for any Mortgage with a buydown plan, the initial interest rate may not be more than 3% below the Note Rate and the buydown plan may not extend for more than 3 years

Guide topic/chapter/section	Title of topic, chapter or section and where noted, exclusions to provisions in the topic/chapter/section Note: Where the following provisions of the Guide contain references to requirements located in other topics, chapters and/or sections of the Guide, Freddie Mac will not exercise its remedies in connection with breaches of representations and warranties related to those requirements only if the topic/chapter/section where the requirement is located is included below.
Topic 4300	Refinance Mortgages With the exception of Section 4301.3 regarding refinance practices
Subsection 4401.8(b)	Calculating Borrower ratios for ARMs
Chapter 4402	Seller-Owned Converted and Seller-Owned Modified Mortgages
Chapter 4404	Land Contract; Contract for Deed
Chapter 4405	Energy Conservation Improvements
Topic 4500	Affordable Mortgages
Topic 4600	Special Freddie Mac Mortgage Products
Subsection 4701.2(a)	Financed premiums (mortgage insurance premiums)
Topic 5100	Determining Borrower Eligibility With the exception of: ▪ Section 5103.2 regarding requirements for permanent and nonpermanent resident aliens ▪ Section 5103.5 regarding requirements for living trusts
Topic 5200	Credit Assessment
Topic 5300	Stable Monthly Income and Asset Qualification Sources
Topic 5400	Evaluation of monthly obligations
Topic 5500	Assets (Borrower Funds and reserves)
Topic 5600	Property Eligibility and Appraisal Requirements

Guide topic/chapter/section	Title of topic, chapter or section and where noted, exclusions to provisions in the topic/chapter/section Note: Where the following provisions of the Guide contain references to requirements located in other topics, chapters and/or sections of the Guide, Freddie Mac will not exercise its remedies in connection with breaches of representations and warranties related to those requirements only if the topic/chapter/section where the requirement is located is included below.
	With the exception of: ■ Subsection 5601.2(a), Residential Requirements ■ Subsection 5601.3(a) relating to Exhibit 35, Appraiser Independence Requirements ■ Subsection 5601.3(a) relating to the Uniform Standards of Professional Appraisal Practice (USPAP)

Guide topic/chapter/section	Title of topic, chapter or section and where noted, exclusions to provisions in the topic/chapter/section Note: Where the following provisions of the Guide contain references to requirements located in other topics, chapters and/or sections of the Guide, Freddie Mac will not exercise its remedies in connection with breaches of representations and warranties related to those requirements only if the topic/chapter/section where the requirement is located is included below.
Chapter 5701	Condominiums With the exception of: ■ Section 5701.2 relating to project insurance requirements ■ Section 5701.2 relating to title insurance ■ Section 5701.2 relating to project ownership ■ Subsection 5701.3(a), Project Required to be Registered with a Federal or State Securities Agency ■ Subsection 5701.3(b), Condominium Hotel ■ Subsection 5701.3(d), Project with Non-Incidental Commercial Space ■ Subsection 5701.3(e), Tenancy in Common Apartment Project ■ Subsection 5701.3(f), Timeshare Project or Project with Segmented Ownership ■ Subsection 5701.3(g), Houseboat Project ■ Subsection 5701.3(l), Continuing Care Retirement Community (CCRC) ■ Subsection 5701.3(m), Manufactured Homes ■ Subsection 5701.3(n), New Condominium Projects in Florida ■ Subsection 5701.6(f), Compliance with Laws ■ Subsection 5701.6(g), Limitations on Ability to Sell/Right of First Refusal ■ Subsection 5701.6(i), Mortgagee Consent ■ Subsection 5701.6(j), Rights of Condominium Mortgagees and Guarantors

Guide topic/chapter/section	Title of topic, chapter or section and where noted, exclusions to provisions in the topic/chapter/section Note: Where the following provisions of the Guide contain references to requirements located in other topics, chapters and/or sections of the Guide, Freddie Mac will not exercise its remedies in connection with breaches of representations and warranties related to those requirements only if the topic/chapter/section where the requirement is located is included below.
Chapter 5702	Planned Unit Developments With the exception of subsection 5702.2(b) relating to insurance requirements
Chapter 5703	Manufactured Homes With the exception of subsections 5703.2(a) and (b) regarding the characteristics and requirements of a Manufactured Home
Chapter 5704	Leasehold Estates With the exception of subsection 5704.1(b) regarding warranties for leasehold Mortgages

(b) Eligible Mortgages

Freddie Mac will not exercise its remedies in connection with breaches of representations and warranties described in Section 1301.11(a) for Mortgages that meet the following requirements:

- The Mortgage must have a Freddie Mac Settlement Date on or after January 1, 2013
- The Mortgage must have an acceptable payment history by meeting the following:
  - For Mortgages other than Freddie Mac Relief Refinance Mortgages[SM]:
    - Following the Freddie Mac Settlement Date, the Borrower made the first 36 monthly payments due with no 30-day or greater Delinquencies, or
    - Following the Freddie Mac Settlement Date, the Borrower (i) made the first 60 monthly payments due with no more than two 30-day Delinquencies, and no 60-day or greater Delinquencies, during the first 36 monthly payments; and (ii) must not be 30 or more days delinquent with respect to the 60th monthly payment

- For Relief Refinance Mortgages:

  - Following the Freddie Mac Settlement Date, the Borrower made the first 12 monthly payments due with no 30-day or greater Delinquencies, or

  - Following the Freddie Mac Settlement Date, the Borrower (i) made the first 60 monthly payments due with no more than two 30-day Delinquencies, and no 60-day or greater Delinquencies, during the first 36 monthly payments; and (ii) must not be 30 or more days delinquent with respect to the 60th monthly payment

  In addition, during the applicable payment history period:

  - With the exception of temporary subsidy buydown arrangements permitted by the Purchase Documents, neither the Seller/Servicer nor any third party may escrow or advance funds to be used for payment of any monthly installment, principal, interest or other charge payable under the terms of the Mortgage, and

  - The Mortgage must not have been subject to a forbearance agreement, repayment plan, or otherwise have been modified from its original terms

- The Mortgage must be a conventional Mortgage delivered to Freddie Mac through a flow purchase contract (that is, not sold through the bulk path)

- The Mortgage must not be a Mortgage that Freddie Mac and the Seller/Servicer have agreed is subject to any credit enhancement other than primary mortgage insurance

- The Mortgage must not have an outstanding request for a repurchase, a repurchase alternative or a make-whole

(c) Life-of-loan representations and warranties

For Mortgages that meet the eligibility requirements set forth in (b) above, the Seller/Servicer will not be relieved from Freddie Mac's enforcement of its representations and warranties with respect to the following matters, even if such issues are referenced in the Guide topics, chapters or sections in the table above. Instead, the Seller/Servicer will be responsible for all such representations and warranties for the life of the loan.

- **Charter matters.** Each Mortgage must be eligible for purchase under the Freddie Mac Charter Act in the following respects:

  - The Mortgage must be secured by a residential property that is located within any of the 50 States, the District of Columbia, Guam, Puerto Rico or the U.S. Virgin Islands at the time of Freddie Mac's purchase, as set forth in Section 4201.1 and the definition of a State in the Glossary

- The original UPB of the Mortgage must not exceed the maximum original loan amounts set forth in Sections 4203.3 and 4603.2

- The Mortgage must not be secured by vacant land or property primarily used for agriculture, farming or commercial enterprise at the time of Freddie Mac's purchase

- The Mortgage must be secured by a residential property consisting of 1-4 dwelling units at the time of Freddie Mac's purchase

- Any Mortgage with a loan-to-value (LTV) ratio in excess of 80% at the time of Freddie Mac's purchase must (i) have mortgage insurance on the portion of the Mortgage in excess of 80% of the property's value (determined in accordance with Section 4701.1, or in the case of Relief Refinance Mortgages, meet the applicable mortgage insurance requirements in the Guide), (ii) be sold with recourse, within the meaning of Section 6201.7(a), or (iii) be sold on a participation basis

- **Misstatements, misrepresentations and omissions**

  The Mortgage must not have any misstatements, misrepresentations or omissions ("misrepresentations"), by any party to the Mortgage transaction (including, but not limited to, the Seller, Borrowers, property sellers, builders, real estate agents, lenders, mortgage brokers, loan officers, originators, appraisers, appraisal companies, closing agents, title companies or other third party vendors) pertaining to the requirements described in the topics, chapters and sections of the Guide set forth in the table above that are made with or without the Seller's knowledge, and that:

  - Involve three or more Mortgages sold to Freddie Mac by the same Seller, and

  - Were made pursuant to a common pattern of activity in connection with the Mortgage origination or sale, based on information in the Mortgage file or other facts or circumstances that existed on the Settlement Date, which involved at least one party common to all the Mortgages (if the common party is the Seller, then the same individual; if the common party is a third party, then the same individual or entity), and

  - Are "significant" in that, using true and accurate information, either Freddie Mac determines that:

    1. The Mortgage would not have been eligible for sale under the terms of the Seller's Purchase Documents in effect on the Settlement Date, or

    2. The Mortgage would have been eligible for sale, but under different terms

For purposes of finding three or more Mortgages to constitute the pattern, both Mortgages that have obtained relief under the framework and Mortgages that have not obtained relief may be counted. If Mortgages that have not obtained relief are counted for purposes of establishing a pattern, those Mortgages must meet all requirements of this exclusion (i.e., three or more Mortgages, common pattern of activity, significance) in order for Freddie Mac to enforce a remedy for each Mortgage.

In determining whether a misrepresentation is significant, Freddie Mac will rely on its Loan Prospector simulator, which approximates the Risk Class at the time of delivery. Freddie Mac will compare the Loan Prospector simulator assessment using true and accurate information with the Loan Prospector simulator assessment received at the time of delivery.

A misrepresentation will be considered significant only if the Mortgage receives a worse Loan Prospector assessment from the simulator than was received at the time of delivery to Freddie Mac, except that Freddie Mac will also take into account any applicable negotiated terms of business and the impact of any undisclosed concessions, concealed transaction terms or other violations of the Seller's Purchase Documents that are involved in the misrepresentation, but are not evaluated by the Loan Prospector simulator when determining significance. Freddie Mac will notify the Seller/Servicer of any such undisclosed matters or violations that are considered in connection with determining significance and will provide the Seller/Servicer with documentation supporting the significance determination.

If Freddie Mac determines that the Mortgage would have been eligible for sale but under different terms than those under which the Mortgage was sold, as described in number 2 of the third bullet above, Freddie Mac will not seek repurchase, but instead will re-price the Mortgage, consistent with the Seller's Purchase Documents in effect on the Settlement Date, to reflect the true risk profile of the Mortgage.

As an exception to the above, Mortgages involving fraud will be subject to repurchase, regardless of whether the above test (three or more Mortgages, common pattern of activity, significance) has been met. For purposes of this life-of-loan representation and warranty only, "fraud" is established either by:

- An adjudicated claim affirming fraud by or against the Seller or other party to the Mortgage transaction, or

- Freddie Mac finding clear and convincing evidence that a Seller or other party to the Mortgage transaction knowingly executed or participated in a scheme or artifice in connection with the underwriting, origination or sale of a Mortgage to:

  - Defraud Freddie Mac or any other party to the Mortgage transaction, or

- ❑ Obtain any moneys, funds, credits, assets, securities, or other properties from Freddie Mac or any other party to the Mortgage transaction by means of fraudulent pretenses, representations or promises

■ **Data inaccuracies**

The Mortgage must not have any Uniform Loan Delivery Dataset (ULDD) data inaccuracies pertaining to the requirements described in the topics, chapters and sections of the Guide set forth in the table above, if and to the extent:

- ❑ The data inaccuracies affect five or more Mortgages and involve the same delivery data element(s), and

- ❑ The ULDD data differs from the information in the Mortgage file, and

- ❑ The data inaccuracies are "significant" in that, using the information in the Mortgage file to qualify the Borrower, Mortgaged Premises and/or project in which the Mortgaged Premises is located, either Freddie Mac determines that:

  1. The Mortgage would not have been eligible for sale under the terms of the Seller's Purchase Documents in effect on the Settlement Date, or

  2. The Mortgage would have been eligible for sale, but under different terms

For purposes of finding five or more Mortgages involving the same delivery data element inaccuracy, both Mortgages that have obtained relief under the framework and Mortgages that have not obtained relief may be counted. If Mortgages that have not obtained relief are counted for purposes of establishing that there were five or more Mortgages with the same delivery data element inaccuracy, those Mortgages must meet all other requirements of this exclusion (i.e., same delivery data elements, data differs from information in the Mortgage file, significance) in order for Freddie Mac to enforce a remedy for each Mortgage.

In determining whether the data inaccuracy is significant, Freddie Mac will rely on its Loan Prospector simulator, which approximates the Risk Class at the time of delivery. Freddie Mac will compare the Loan Prospector simulator assessment using true and accurate information with the Loan Prospector simulator assessment received at the time of delivery.

A data inaccuracy will be considered significant only if the Mortgage receives a worse Loan Prospector assessment from the simulator than was received at the time of delivery to Freddie Mac, except that Freddie Mac will also take into account any applicable negotiated terms of business when determining significance. Freddie Mac will provide the Seller/Servicer with documentation supporting the significance determination.

If Freddie Mac determines that the Mortgage would have been eligible for sale, but under different terms than those under which the Mortgage was sold, as described in number 2 of the third bullet above, Freddie Mac will not seek repurchase, but instead will re-price the Mortgage consistent with the Seller's Purchase Documents in effect on the Settlement Date to reflect the true risk profile of the Mortgage.

- **Clear title/First Lien priority.** The Mortgage must be enforceable as a First Lien (with no pending condemnation proceedings) and have clear title through foreclosure.

- **Compliance with laws.** The Mortgage must comply with all applicable federal, State and local laws, ordinances, regulations and orders, including, without limitation, State anti-predatory lending laws and regulations.

- **Unacceptable Mortgage products**

  The Mortgage must be a Mortgage product acceptable for sale to Freddie Mac. The Seller/Servicer will not be relieved of Freddie Mac's enforcement of its representations and warranties for unacceptable Mortgage products, including, but not limited to, the following:

  - A Mortgage with an interest-only feature
  - A Graduated Payment Mortgage
  - A Mortgage originated with stated or no income and/or asset documentation (A Freddie Mac Relief Refinance Mortgage℠ is not considered a Mortgage originated with stated or no income and/or asset documentation)
  - A Mortgage subject to negative amortization
  - A construction loan (other than a Construction Conversion Mortgage)
  - A daily simple interest Mortgage
  - A Prepayment Penalty Mortgage with an Application Received Date on or after January 10, 2014 or a Freddie Mac Settlement Date after July 31, 2014
  - A reverse Mortgage
  - A Mortgage with balloon payments (with or without a reset option)
  - A second Mortgage

II. Selling representation and warranty framework—Version 2

The requirements below are effective for Mortgages with Freddie Mac Settlement Dates on and after July 1, 2014.

(a) Representations and warranties

For Mortgages, including Mortgages sold pursuant to negotiated provisions, that comply with the eligibility requirements set forth in (b) below, Freddie Mac will not exercise its remedies, including the issuance of a repurchase request, in connection with the Seller/Servicer's breaches of selling representations and warranties in the topics, chapters and sections of the Guide listed in the table below[1], relating to:

- The underwriting of the Borrower, which includes the Seller's assessment of the Borrower's loan terms, credit history, employment and income, assets, and other financial information used for qualifying the Borrower for the Mortgage
- The underwriting of the Mortgaged Premises, which is the analysis of the description and valuation of the Mortgaged Premises to determine its adequacy as collateral for the Mortgage
- The underwriting of the project in which the Mortgaged Premises is located, which is the analysis of the Planned Unit Development (PUD) or Condominium Project

[1] This includes the topics, chapters and sections as amended by the Seller's Purchase Documents, if applicable.

For Guide provisions not listed in this table, the Seller/Servicer will continue to be responsible for representations and warranties for the life of the loan.

Guide topic/chapter/section	**Title of topic, chapter or section and where noted, exclusions to provisions in the topic/chapter/section** Note: Where the following provisions of the Guide contain references to requirements located in other topics, chapters and/or sections of the Guide, Freddie Mac will not exercise its remedies in connection with breaches of representations and warranties related to those requirements only if the topic/chapter/section where the requirement is located is included below.
Section 4101.1	The Mortgage application
Section 4201.1	Investment quality Mortgage With the exception of the Mortgage being adequately secured by real property
Section 4201.4	Term, with the following exceptions:

Guide topic/chapter/section	Title of topic, chapter or section and where noted, exclusions to provisions in the topic/chapter/section Note: Where the following provisions of the Guide contain references to requirements located in other topics, chapters and/or sections of the Guide, Freddie Mac will not exercise its remedies in connection with breaches of representations and warranties related to those requirements only if the topic/chapter/section where the requirement is located is included below.
	For a Mortgage with an Application Received Date prior to **January 10, 2014**, and a Freddie Mac Settlement Date on or before **July 31, 2014**: The Mortgage must not have an original maturity that exceeds 40 years from the Origination Date or the Effective Date of Permanent Financing for a Construction Conversion or Renovation Mortgage. For a Mortgage with an Application Received Date on or after **January 10, 2014**, or a Freddie Mac Settlement Date after **July 31, 2014**: The Mortgage must not have an original maturity that exceeds 30 years from the Origination Date or the Effective Date of Permanent Financing for a Construction Conversion or Renovation Mortgage.
Subsection 4201.5(d)	Age of collateral documentation: Settlement Dates more than 120 days after the Note Date
Section 4201.8	Assumption of Mortgage
Section 4201.13	No circumstances adversely affecting value of Mortgage
Section 4201.14	Mortgages secured by Primary Residences
Section 4201.15	Second home Mortgages
Section 4201.16	Investment Property Mortgages
Section 4201.17	Purchase requirements for Mortgages secured by properties with resale restrictions
Section 4201.18	Impact of Contaminated Sites
Section 4201.20	Blanket Mortgages
Chapter 4203	Maximum Loan Amounts and LTV, TLTV and HTLTV

Guide topic/chapter/section	Title of topic, chapter or section and where noted, exclusions to provisions in the topic/chapter/section Note: Where the following provisions of the Guide contain references to requirements located in other topics, chapters and/or sections of the Guide, Freddie Mac will not exercise its remedies in connection with breaches of representations and warranties related to those requirements only if the topic/chapter/section where the requirement is located is included below.
	Ratios
Chapter 4204	Secondary Financing and Other Financing Arrangements With the exception of the requirement that for any Mortgage with a buydown plan, the initial interest rate may not be more than 3% below the Note Rate and the buydown plan may not extend for more than 3 years
Topic 4300	Refinance Mortgages With the exception of Section 4301.3 regarding refinance practices
Subsection 4401.8(b)	Calculating Borrower ratios for ARMs
Chapter 4402	Seller-Owned Converted and Seller-Owned Modified Mortgages
Chapter 4404	Land Contract; Contract for Deed
Chapter 4405	Energy Conservation Improvements
Topic 4500	Affordable Mortgages
Topic 4600	Special Freddie Mac Mortgage Products
Subsection 4701.2(a)	Financed premiums (mortgage insurance premiums)
Topic 5100	Determining Borrower Eligibility With the exception of: ▪ Section 5103.2 regarding requirements for permanent and nonpermanent resident aliens ▪ Section 5103.5 regarding requirements for living trusts

Guide topic/chapter/section	Title of topic, chapter or section and where noted, exclusions to provisions in the topic/chapter/section Note: Where the following provisions of the Guide contain references to requirements located in other topics, chapters and/or sections of the Guide, Freddie Mac will not exercise its remedies in connection with breaches of representations and warranties related to those requirements only if the topic/chapter/section where the requirement is located is included below.
Topic 5200	Credit Assessment
Topic 5300	Stable Monthly Income and Asset Qualification Sources
Topic 5400	Evaluation of monthly obligations
Topic 5500	Assets (Borrower Funds and reserves)
Topic 5600	Property Eligibility and Appraisal Requirements With the exception of: ■ Subsection 5601.2(a), Residential Requirements ■ Subsection 5601.3(a) relating to Exhibit 35, Appraiser Independence Requirements ■ Subsection 5601.3(a) relating to the Uniform Standards of Professional Appraisal Practice (USPAP)

Guide topic/chapter/section	Title of topic, chapter or section and where noted, exclusions to provisions in the topic/chapter/section Note: Where the following provisions of the Guide contain references to requirements located in other topics, chapters and/or sections of the Guide, Freddie Mac will not exercise its remedies in connection with breaches of representations and warranties related to those requirements only if the topic/chapter/section where the requirement is located is included below.
Chapter 5701	Condominiums With the exception of: ■ Section 5701.2 relating to project insurance requirements ■ Section 5701.2 relating to title insurance ■ Section 5701.2 relating to project ownership ■ Subsection 5701.3(a), Project Required to be Registered with a Federal or State Securities Agency ■ Subsection 5701.3(b), Condominium Hotel ■ Subsection 5701.3(d), Project with Non-Incidental Commercial Space ■ Subsection 5701.3(e), Tenancy in Common Apartment Project ■ Subsection 5701.3(f), Timeshare Project or Project with Segmented Ownership ■ Subsection 5701.3(g), Houseboat Project ■ Subsection 5701.3(l), Continuing Care Retirement Community (CCRC) ■ Subsection 5701.3(m), Manufactured Homes ■ Subsection 5701.3(n), New Condominium Projects in Florida ■ Subsection 5701.6(f), Compliance with Laws ■ Subsection 5701.6(g), Limitations on Ability to Sell/Right of First Refusal ■ Subsection 5701.6(i), Mortgagee Consent ■ Subsection 5701.6(j), Rights of Condominium Mortgagees and Guarantors

Guide topic/chapter/section	Title of topic, chapter or section and where noted, exclusions to provisions in the topic/chapter/section Note: Where the following provisions of the Guide contain references to requirements located in other topics, chapters and/or sections of the Guide, Freddie Mac will not exercise its remedies in connection with breaches of representations and warranties related to those requirements only if the topic/chapter/section where the requirement is located is included below.
Chapter 5702	Planned Unit Developments With the exception of subsection 5702.2(b)relating to insurance requirements
Chapter 5703	Manufactured Homes With the exception of subsections 5703.2(a) and (b) regarding the characteristics and requirements of a Manufactured Home
Chapter 5704	Leasehold Estates With the exception of subsection 5704.1(b) regarding warranties for leasehold Mortgages

(b) Eligible Mortgages

Freddie Mac will not exercise its remedies in connection with breaches of representations and warranties described in Section 1301.11(a) for Mortgages that meet the following requirements:

- The Mortgage must have a Freddie Mac Settlement Date on or after July 1, 2014
- The Mortgage must be a conventional Mortgage delivered to Freddie Mac through a flow purchase contract (that is, not sold through the bulk path)
- The Mortgage must not be a Mortgage that Freddie Mac and the Seller/Servicer have agreed is subject to any credit enhancement other than primary mortgage insurance
- The Mortgage must have either an acceptable payment history or a satisfactory conclusion of a Freddie Mac quality control review as more fully described below:

  Acceptable payment history

  The Mortgage has an acceptable payment history if it meets the following eligibility requirements:

- For Mortgages other than Relief Refinance Mortgages:

  - Following the Freddie Mac Settlement Date, the Borrower (i) made the first 36 monthly payments due with no more than two 30-day Delinquencies, and no 60-day or greater Delinquencies; and (ii) must not be 30 or more days delinquent with respect to the 36th monthly payment

- For Relief Refinance Mortgages:

  - Following the Freddie Mac Settlement Date, the Borrower made the first 12 monthly payments due with no 30-day or greater Delinquencies, or

  - Following the Freddie Mac Settlement Date, the Borrower (i) made the first 36 monthly payments due with no more than two 30-day Delinquencies, and no 60-day or greater Delinquencies; and (ii) must not be 30 or more days delinquent with respect to the 36th monthly payment

- In addition, during the applicable payment history period:

  - With the exception of temporary subsidy buydown arrangements permitted by the Purchase Documents, neither the Seller/Servicer nor any third party may escrow or advance funds to be used for payment of any monthly installment, principal, interest or other charge payable under the terms of the Mortgage

  - The Mortgage must not have been subject to a forbearance agreement, repayment plan, or otherwise have been modified from its original terms

  - The Mortgage must not have an outstanding request for a repurchase, a repurchase alternative or a make-whole

Satisfactory conclusion of a Freddie Mac quality control review

For a Mortgage to obtain a satisfactory conclusion of a Freddie Mac quality control review, it must meet one of the following requirements:

- Freddie Mac completes a quality control review of the Mortgage file, which includes a review of the credit underwriting and eligibility of the Borrower, the Mortgaged Premises (including its value), and the project in which the Mortgaged Premises is located, if applicable ("quality control review"), and determines that the Mortgage is acceptable (that is, the Mortgage is not subject to a repurchase request)

- Freddie Mac completes the quality control review and determines the Mortgage is not acceptable because of a loan deficiency that is curable, and the Seller/Servicer cures the deficiency to Freddie Mac's satisfaction. For example, if the Mortgage

file delivered to Freddie Mac did not contain the required verification of income, the loan deficiency would be deemed to be corrected if the Seller/Servicer provided the missing documentation within the time frame specified. Another example of an action taken to correct a loan deficiency is rectifying a prior lien by producing evidence of a recorded satisfaction or release of such prior lien within the time frame specified.

- Freddie Mac completes the quality control review and determines the Mortgage is not acceptable, but Freddie Mac and the Seller/Servicer agreed upon an alternative to repurchase that has since expired or terminated by its terms. For example, if Freddie Mac determined a Mortgage was not acceptable and, as a repurchase alternative, Freddie Mac and the Seller/Servicer agreed that the Mortgage would be subject to recourse for five years, then the Seller/Servicer will be relieved from Freddie Mac's enforcement of the representations and warranties described in Section 1301.11(a) at the end of the five-year period. Other possible repurchase alternatives include indemnification, make-whole arrangements, and certain split loss agreements.

(c) Life-of-loan representations and warranties

For Mortgages that meet the eligibility requirements set forth in (b) above, the Seller/Servicer will not be relieved from Freddie Mac's enforcement of its representations and warranties with respect to the following matters, even if such issues are referenced in the Guide topics, chapters or sections in the table above. Instead, the Seller/Servicer will be responsible for all such representations and warranties for the life of the loan.

- **Charter matters.** Each Mortgage must be eligible for purchase under the Freddie Mac Charter Act in the following respects:

  - The Mortgage must be secured by a residential property that is located within any of the 50 States, the District of Columbia, Guam, Puerto Rico or the U.S. Virgin Islands at the time of Freddie Mac's purchase, as set forth in Section 4201.1 and the definition of a State in the Glossary

  - The original UPB of the Mortgage must not exceed the maximum original loan amounts set forth in Sections 4203.3 and 4603.2

  - The Mortgage must not be secured by vacant land or property primarily used for agriculture, farming or commercial enterprise at the time of Freddie Mac's purchase

  - The Mortgage must be secured by a residential property consisting of 1-4 dwelling units at the time of Freddie Mac's purchase

- Any Mortgage with an LTV ratio in excess of 80% at the time of Freddie Mac's purchase must (i) have mortgage insurance on the portion of the Mortgage in excess of 80% of the property's value (determined in accordance with Section 4701.1, or in the case of Relief Refinance Mortgages, meet the applicable mortgage insurance requirements in the Guide), (ii) be sold with recourse, within the meaning of Section 6201.7(a), or (iii) be sold on a participation basis

- **Misstatements, misrepresentations and omissions**

The Mortgage must not have any misstatements, misrepresentations or omissions ("misrepresentations"), by any party to the Mortgage transaction (including, but not limited to, the Seller, Borrowers, property sellers, builders, real estate agents, lenders, mortgage brokers, loan officers, originators, appraisers, appraisal companies, closing agents, title companies or other third party vendors) pertaining to the requirements described in the topics, chapters and sections of the Guide set forth in the table above that are made with or without the Seller's knowledge, and that:

- Involve three or more Mortgages sold to Freddie Mac by the same Seller, and

- Were made pursuant to a common pattern of activity in connection with the Mortgage origination or sale, based on information in the Mortgage file or other facts or circumstances that existed on the Settlement Date, which involved at least one party common to all the Mortgages (if the common party is the Seller, then the same individual; if the common party is a third party, then the same individual or entity), and

- Are "significant" in that, using true and accurate information, either Freddie Mac determines that:

  1. The Mortgage would not have been eligible for sale under the terms of the Seller's Purchase Documents in effect on the Settlement Date, or

  2. The Mortgage would have been eligible for sale, but under different terms

For purposes of finding three or more Mortgages to constitute the pattern, both Mortgages that have obtained relief under the framework and Mortgages that have not obtained relief may be counted. If Mortgages that have not obtained relief are counted for purposes of establishing a pattern, those Mortgages must meet all requirements of this exclusion (i.e., three or more Mortgages, common pattern of activity, significance) in order for Freddie Mac to enforce a remedy for each Mortgage.

In determining whether a misrepresentation is significant, Freddie Mac will rely on its Loan Prospector simulator, which approximates the Risk Class at the time of delivery. Freddie Mac will compare the Loan Prospector simulator assessment using true and accurate information with the Loan Prospector simulator assessment received at the time of delivery.

A misrepresentation will be considered significant only if the Mortgage receives a worse Loan Prospector assessment from the simulator than was received at the time of delivery to Freddie Mac, except that Freddie Mac will also take into account any applicable negotiated terms of business and the impact of any undisclosed concessions, concealed transaction terms or other violations of the Seller's Purchase Documents that are involved in the misrepresentation but are not evaluated by the Loan Prospector simulator when determining significance. Freddie Mac will notify the Seller/Servicer of any such undisclosed matters or violations that are considered in connection with determining significance and will provide the Seller/Servicer with documentation supporting the significance determination.

If Freddie Mac determines that the Mortgage would have been eligible for sale but under different terms than those under which the Mortgage was sold, as described in number 2 of the third bullet above, Freddie Mac will not seek repurchase, but instead will re-price the Mortgage, consistent with the Seller's Purchase Documents in effect on the Settlement Date, to reflect the true risk profile of the Mortgage.
As an exception to the above, Mortgages involving fraud will be subject to repurchase, regardless of whether the above test (three or more Mortgages, common pattern of activity, significance) has been met. For purposes of this life-of-loan representation and warranty only, "fraud" is established either by:

- An adjudicated claim affirming fraud by or against the Seller or other party to the Mortgage transaction, or

- Freddie Mac finding clear and convincing evidence that a Seller or other party to the Mortgage transaction knowingly executed or participated in a scheme or artifice in connection with the underwriting, origination or sale of a Mortgage to:

  - Defraud Freddie Mac or any other party to the Mortgage transaction, or

  - Obtain any moneys, funds, credits, assets, securities, or other properties from Freddie Mac or any other party to the Mortgage transaction by means of fraudulent pretenses, representations or promises

- **Data inaccuracies**

  The Mortgage must not have any Uniform Loan Delivery Dataset (ULDD) data inaccuracies pertaining to the requirements described in the topics, chapters and sections of the Guide set forth in the table above, if and to the extent:

  - The data inaccuracies affect five or more Mortgages and involve the same delivery data element(s), and

  - The ULDD data differs from the information in the Mortgage file, and

- The data inaccuracies are "significant" in that, using the information in the Mortgage file to qualify the Borrower, Mortgaged Premises and/or project in which the Mortgaged Premises is located, either Freddie Mac determines that:

  1. The Mortgage would not have been eligible for sale under the terms of the Seller's Purchase Documents in effect on the Settlement Date, or

  2. The Mortgage would have been eligible for sale, but under different terms

For purposes of finding five or more Mortgages involving the same delivery data element inaccuracy, both Mortgages that have obtained relief under the framework and Mortgages that have not obtained relief may be counted. If Mortgages that have not obtained relief are counted for purposes of establishing that there were five or more Mortgages with the same delivery data element inaccuracy, those Mortgages must meet all other requirements of this exclusion (i.e., same delivery data elements, data differs from information in the Mortgage file, significance) in order for Freddie Mac to enforce a remedy for each Mortgage.

In determining whether the data inaccuracy is significant, Freddie Mac will rely on its Loan Prospector simulator, which approximates the Risk Class at the time of delivery. Freddie Mac will compare the Loan Prospector simulator assessment using true and accurate information with the Loan Prospector simulator assessment received at the time of delivery.

A data inaccuracy will be considered significant only if the Mortgage receives a worse Loan Prospector assessment from the simulator than was received at the time of delivery to Freddie Mac, except that Freddie Mac will also take into account any applicable negotiated terms of business when determining significance. Freddie Mac will provide the Seller/Servicer with documentation supporting the significance determination.

If Freddie Mac determines that the Mortgage would have been eligible for sale but under different terms than those under which the Mortgage was sold, as described in number 2 of the third bullet above, Freddie Mac will not seek repurchase, but instead will re-price the Mortgage, consistent with the Seller's Purchase Documents in effect on the Settlement Date, to reflect the true risk profile of the Mortgage.

- **Clear title/First Lien priority.** The Mortgage must be enforceable as a First Lien (with no pending condemnation proceedings) and have clear title through foreclosure.

- **Compliance with laws.** The Mortgage must comply with all applicable federal, State and local laws, ordinances, regulations and orders, including, without limitation, State anti-predatory lending laws and regulations.

- **Unacceptable Mortgage products**

The Mortgage must be a Mortgage product acceptable for sale to Freddie Mac. The Seller/Servicer will not be relieved of Freddie Mac's enforcement of its representations and warranties for unacceptable Mortgage products, including, but not limited to, the following:

- A Mortgage with an interest-only feature
- A Graduated Payment Mortgage
- A Mortgage originated with stated or no income and/or asset documentation (A Freddie Mac Relief Refinance Mortgage℠ is not considered a Mortgage originated with stated or no income and/or asset documentation)
- A Mortgage subject to negative amortization
- A construction loan (other than a Construction Conversion Mortgage)
- A daily simple interest Mortgage
- A Prepayment Penalty Mortgage with an Application Received Date on or after January 10, 2014 or a Freddie Mac Settlement Date after July 31, 2014
- A reverse Mortgage
- A Mortgage with balloon payments (with or without a reset option)
- A second Mortgage

1301.11: Enforcement of representations and warranties related to underwriting of the Borrower, Mortgaged Premises and project (Future effective date 03/31/16)

I. Selling representation and warranty framework – Version 1

The requirements below are effective for Mortgages with Freddie Mac Settlement Dates on and after January 1, 2013 and before July 1, 2014.

See Section 1301.11 II. below for selling representation and warranty framework – Version 2.

(a) Representations and warranties

For Mortgages, including Mortgages sold pursuant to negotiated provisions, that comply with the eligibility requirements set forth in (b) below, Freddie Mac will not exercise its remedies, including the issuance of a repurchase request, in connection with the Seller/Servicer's breaches of selling representations and warranties in the topics, chapters and sections of the Guide listed in the table below[1], relating to:

- The underwriting of the Borrower, which includes the Seller's assessment of the Borrower's loan terms, credit history, employment and income, assets, and other financial information used for qualifying the Borrower for the Mortgage
- The underwriting of the Mortgaged Premises, which is the analysis of the description and valuation of the Mortgaged Premises to determine its adequacy as collateral for the Mortgage
- The underwriting of the project in which the Mortgaged Premises is located, which is the analysis of the Planned Unit Development (PUD) or Condominium Project

[1] This includes the topics, chapters and sections as amended by the Seller's Purchase Documents, if applicable.

For Guide provisions not listed in this table, the Seller/Servicer will continue to be responsible for representations and warranties for the life of the loan.

Guide topic/chapter/section	**Title of topic, chapter or section and where noted, exclusions to provisions in the topic/chapter/section** Note: Where the following provisions of the Guide contain references to requirements located in other topics, chapters and/or sections of the Guide, Freddie Mac will not exercise its remedies in connection with breaches of representations and warranties related to those requirements only if the topic/chapter/section where the requirement is located is included below.
Section 4101.1	The Mortgage application
Section 4201.1	Investment quality Mortgage With the exception of the Mortgage being adequately secured by real property
Section 4201.4	Term, with the following exceptions: For a Mortgage with an Application Received Date prior to **January 10, 2014**, and a Freddie Mac Settlement Date on or before **July 31, 2014**: The

Guide topic/chapter/section	Title of topic, chapter or section and where noted, exclusions to provisions in the topic/chapter/section Note: Where the following provisions of the Guide contain references to requirements located in other topics, chapters and/or sections of the Guide, Freddie Mac will not exercise its remedies in connection with breaches of representations and warranties related to those requirements only if the topic/chapter/section where the requirement is located is included below.
	Mortgage must not have an original maturity that exceeds 40 years from the Origination Date or the Effective Date of Permanent Financing for a Construction Conversion or Renovation Mortgage. For a Mortgage with an Application Received Date on or after **January 10, 2014**, or a Freddie Mac Settlement Date after **July 31, 2014**: The Mortgage must not have an original maturity that exceeds 30 years from the Origination Date or the Effective Date of Permanent Financing for a Construction Conversion or Renovation Mortgage.
Subsection 4201.5(d)	Age of collateral documentation: Settlement Dates more than 120 days after the Note Date
Section 4201.8	Assumption of Mortgage
Section 4201.13	No circumstances adversely affecting value of Mortgage
Section 4201.14	Mortgages secured by Primary Residences
Section 4201.15	Second home Mortgages
Section 4201.16	Investment Property Mortgages
Section 4201.17	Purchase requirements for Mortgages secured by properties with resale restrictions
Section 4201.18	Impact of Contaminated Sites
Section 4201.20	Blanket Mortgages
Chapter 4203	Maximum Loan Amounts and LTV, TLTV and HTLTV Ratios

Guide topic/chapter/section	Title of topic, chapter or section and where noted, exclusions to provisions in the topic/chapter/section Note: Where the following provisions of the Guide contain references to requirements located in other topics, chapters and/or sections of the Guide, Freddie Mac will not exercise its remedies in connection with breaches of representations and warranties related to those requirements only if the topic/chapter/section where the requirement is located is included below.
Chapter 4204	Secondary Financing and Other Financing Arrangements With the exception of the requirement that for any Mortgage with a buydown plan, the initial interest rate may not be more than 3% below the Note Rate and the buydown plan may not extend for more than 3 years
Topic 4300	Refinance Mortgages With the exception of Section 4301.3 regarding refinance practices
Subsection 4401.8(b)	Calculating Borrower ratios for ARMs
Chapter 4402	Seller-Owned Converted and Seller-Owned Modified Mortgages
Chapter 4404	Land Contract; Contract for Deed
Chapter 4405	Energy Conservation Improvements
Topic 4500	Affordable Mortgages
Topic 4600	Special Freddie Mac Mortgage Products
Subsection 4701.2(a)	Financed premiums (mortgage insurance premiums)
Topic 5100	Determining Borrower Eligibility With the exception of: ▪ Section 5103.2 regarding requirements for permanent and nonpermanent resident aliens ▪ Section 5103.5 regarding requirements for living trusts
Topic 5200	Credit Assessment

Guide topic/chapter/section	Title of topic, chapter or section and where noted, exclusions to provisions in the topic/chapter/section Note: Where the following provisions of the Guide contain references to requirements located in other topics, chapters and/or sections of the Guide, Freddie Mac will not exercise its remedies in connection with breaches of representations and warranties related to those requirements only if the topic/chapter/section where the requirement is located is included below.
Topic 5300	Stable Monthly Income and Asset Qualification Sources
Topic 5400	Evaluation of monthly obligations
Topic 5500	Assets (Borrower Funds and reserves)
Topic 5600	Property Eligibility and Appraisal Requirements With the exception of: ■ Subsection 5601.2(a), Residential Requirements ■ Subsection 5601.3(a) relating to Exhibit 35, Appraiser Independence Requirements ■ Subsection 5601.3(a) relating to the Uniform Standards of Professional Appraisal Practice (USPAP)
Chapter 5701	Condominiums With the exception of: ■ Section 5701.2 relating to project insurance requirements ■ Section 5701.2 relating to title insurance ■ Section 5701.2 relating to project ownership ■ Subsection 5701.3(a), Project Required to be Registered with a Federal or State Securities Agency ■ Subsection 5701.3(b), Condominium Hotel ■ Subsection 5701.3(d), Project with Non-Incidental Commercial Space ■ Subsection 5701.3(e), Tenancy in Common Apartment Project

Guide topic/chapter/section	Title of topic, chapter or section and where noted, exclusions to provisions in the topic/chapter/section Note: Where the following provisions of the Guide contain references to requirements located in other topics, chapters and/or sections of the Guide, Freddie Mac will not exercise its remedies in connection with breaches of representations and warranties related to those requirements only if the topic/chapter/section where the requirement is located is included below.
	■ Subsection 5701.3(f), Timeshare Project or Project with Segmented Ownership ■ Subsection 5701.3(g), Houseboat Project ■ Subsection 5701.3(l), Continuing Care Retirement Community (CCRC) ■ Subsection 5701.3(m), Manufactured Homes ■ Subsection 5701.3(n), New Condominium Projects in Florida ■ Subsection 5701.6(f), Compliance with Laws ■ Subsection 5701.6(g), Limitations on Ability to Sell/Right of First Refusal ■ Subsection 5701.6(i), Mortgagee Consent ■ Subsection 5701.6(j), Rights of Condominium Mortgagees and Guarantors
Chapter 5702	Planned Unit Developments With the exception of subsection 5702.2(b) relating to insurance requirements
Chapter 5703	Manufactured Homes With the exception of subsections 5703.2(a) and (b) regarding the characteristics and requirements of a Manufactured Home
Chapter 5704	Leasehold Estates With the exception of subsection 5704.1(b) regarding warranties for leasehold Mortgages

(b) Eligible Mortgages

Freddie Mac will not exercise its remedies in connection with breaches of representations and warranties described in Section 1301.11(a) for Mortgages that meet the following requirements:

- The Mortgage must have a Freddie Mac Settlement Date on or after January 1, 2013
- The Mortgage must have an acceptable payment history by meeting the following:
  - For Mortgages other than Freddie Mac Relief Refinance Mortgages[SM]:
    - Following the Freddie Mac Settlement Date, the Borrower made the first 36 monthly payments due with no 30-day or greater Delinquencies, or
    - Following the Freddie Mac Settlement Date, the Borrower (i) made the first 60 monthly payments due with no more than two 30-day Delinquencies, and no 60-day or greater Delinquencies, during the first 36 monthly payments; and (ii) must not be 30 or more days delinquent with respect to the 60th monthly payment
  - For Relief Refinance Mortgages:
    - Following the Freddie Mac Settlement Date, the Borrower made the first 12 monthly payments due with no 30-day or greater Delinquencies, or
    - Following the Freddie Mac Settlement Date, the Borrower (i) made the first 60 monthly payments due with no more than two 30-day Delinquencies, and no 60-day or greater Delinquencies, during the first 36 monthly payments; and (ii) must not be 30 or more days delinquent with respect to the 60th monthly payment

  In addition, during the applicable payment history period:

  - With the exception of temporary subsidy buydown arrangements permitted by the Purchase Documents, neither the Seller/Servicer nor any third party may escrow or advance funds to be used for payment of any monthly installment, principal, interest or other charge payable under the terms of the Mortgage, and
  - The Mortgage must not have been subject to a forbearance agreement, repayment plan, or otherwise have been modified from its original terms
- The Mortgage must be a conventional Mortgage delivered to Freddie Mac through a flow purchase contract (that is, not sold through the bulk path)
- The Mortgage must not be a Mortgage that Freddie Mac and the Seller/Servicer have agreed is subject to any credit enhancement other than primary mortgage insurance

- The Mortgage must not have an outstanding request for a repurchase, a repurchase alternative or a make-whole

(c) Life-of-loan representations and warranties

For Mortgages that meet the eligibility requirements set forth in (b) above, the Seller/Servicer will not be relieved from Freddie Mac's enforcement of its representations and warranties with respect to the following matters, even if such issues are referenced in the Guide topics, chapters or sections in the table above. Instead, the Seller/Servicer will be responsible for all such representations and warranties for the life of the loan.

- **Charter matters.** Each Mortgage must be eligible for purchase under the Freddie Mac Charter Act in the following respects:

  - The Mortgage must be secured by a residential property that is located within any of the 50 States, the District of Columbia, Guam, Puerto Rico or the U.S. Virgin Islands at the time of Freddie Mac's purchase, as set forth in Section 4201.1 and the definition of a State in the Glossary

  - The original UPB of the Mortgage must not exceed the maximum original loan amounts set forth in Sections 4203.3 and 4603.2

  - The Mortgage must not be secured by vacant land or property primarily used for agriculture, farming or commercial enterprise at the time of Freddie Mac's purchase

  - The Mortgage must be secured by a residential property consisting of 1-4 dwelling units at the time of Freddie Mac's purchase

  - Any Mortgage with a loan-to-value (LTV) ratio in excess of 80% at the time of Freddie Mac's purchase must (i) have mortgage insurance on the portion of the Mortgage in excess of 80% of the property's value (determined in accordance with Section 4701.1, or in the case of Relief Refinance Mortgages, meet the applicable mortgage insurance requirements in the Guide), (ii) be sold with recourse, within the meaning of Section 6201.7(a),, or (iii) be sold on a participation basis

- **Misstatements, misrepresentations and omissions**

  The Mortgage must not have any misstatements, misrepresentations or omissions ("misrepresentations"), by any party to the Mortgage transaction (including, but not limited to, the Seller, Borrowers, property sellers, builders, real estate agents, lenders, mortgage brokers, loan officers, originators, appraisers, appraisal companies, closing agents, title companies or other third party vendors) pertaining to the requirements

described in the topics, chapters and sections of the Guide set forth in the table above that are made with or without the Seller's knowledge, and that:

- Involve three or more Mortgages sold to Freddie Mac by the same Seller, and

- Were made pursuant to a common pattern of activity in connection with the Mortgage origination or sale, based on information in the Mortgage file or other facts or circumstances that existed on the Settlement Date, which involved at least one party common to all the Mortgages (if the common party is the Seller, then the same individual; if the common party is a third party, then the same individual or entity), and

- Are "significant" in that, using true and accurate information, either Freddie Mac determines that:

  1. The Mortgage would not have been eligible for sale under the terms of the Seller's Purchase Documents in effect on the Settlement Date, or

  2. The Mortgage would have been eligible for sale, but under different terms

For purposes of finding three or more Mortgages to constitute the pattern, both Mortgages that have obtained relief under the framework and Mortgages that have not obtained relief may be counted. If Mortgages that have not obtained relief are counted for purposes of establishing a pattern, those Mortgages must meet all requirements of this exclusion (i.e., three or more Mortgages, common pattern of activity, significance) in order for Freddie Mac to enforce a remedy for each Mortgage.

In determining whether a misrepresentation is significant, Freddie Mac will rely on its Loan Prospector simulator, which approximates the Risk Class at the time of delivery. Freddie Mac will compare the Loan Prospector simulator assessment using true and accurate information with the Loan Prospector simulator assessment received at the time of delivery.

A misrepresentation will be considered significant only if the Mortgage receives a worse Loan Prospector assessment from the simulator than was received at the time of delivery to Freddie Mac, except that Freddie Mac will also take into account any applicable negotiated terms of business and the impact of any undisclosed concessions, concealed transaction terms or other violations of the Seller's Purchase Documents that are involved in the misrepresentation, but are not evaluated by the Loan Prospector simulator when determining significance. Freddie Mac will notify the Seller/Servicer of any such undisclosed matters or violations that are considered in connection with determining significance and will provide the Seller/Servicer with documentation supporting the significance determination.

If Freddie Mac determines that the Mortgage would have been eligible for sale but under different terms than those under which the Mortgage was sold, as described in

number 2 of the third bullet above, Freddie Mac will not seek repurchase, but instead will re-price the Mortgage, consistent with the Seller's Purchase Documents in effect on the Settlement Date, to reflect the true risk profile of the Mortgage.

As an exception to the above, Mortgages involving fraud will be subject to repurchase, regardless of whether the above test (three or more Mortgages, common pattern of activity, significance) has been met. For purposes of this life-of-loan representation and warranty only, "fraud" is established either by:

- An adjudicated claim affirming fraud by or against the Seller or other party to the Mortgage transaction, or

- Freddie Mac finding clear and convincing evidence that a Seller or other party to the Mortgage transaction knowingly executed or participated in a scheme or artifice in connection with the underwriting, origination or sale of a Mortgage to:

  - Defraud Freddie Mac or any other party to the Mortgage transaction, or

  - Obtain any moneys, funds, credits, assets, securities, or other properties from Freddie Mac or any other party to the Mortgage transaction by means of fraudulent pretenses, representations or promises

- **Data inaccuracies**

  The Mortgage must not have any Uniform Loan Delivery Dataset (ULDD) data inaccuracies pertaining to the requirements described in the topics, chapters and sections of the Guide set forth in the table above, if and to the extent:

  - The data inaccuracies affect five or more Mortgages and involve the same delivery data element(s), and

  - The ULDD data differs from the information in the Mortgage file, and

  - The data inaccuracies are "significant" in that, using the information in the Mortgage file to qualify the Borrower, Mortgaged Premises and/or project in which the Mortgaged Premises is located, either Freddie Mac determines that:

    1. The Mortgage would not have been eligible for sale under the terms of the Seller's Purchase Documents in effect on the Settlement Date, or

    2. The Mortgage would have been eligible for sale, but under different terms

  For purposes of finding five or more Mortgages involving the same delivery data element inaccuracy, both Mortgages that have obtained relief under the framework and Mortgages that have not obtained relief may be counted. If Mortgages that have not obtained relief are counted for purposes of establishing that there were five or

more Mortgages with the same delivery data element inaccuracy, those Mortgages must meet all other requirements of this exclusion (i.e., same delivery data elements, data differs from information in the Mortgage file, significance) in order for Freddie Mac to enforce a remedy for each Mortgage.

In determining whether the data inaccuracy is significant, Freddie Mac will rely on its Loan Prospector simulator, which approximates the Risk Class at the time of delivery. Freddie Mac will compare the Loan Prospector simulator assessment using true and accurate information with the Loan Prospector simulator assessment received at the time of delivery.

A data inaccuracy will be considered significant only if the Mortgage receives a worse Loan Prospector assessment from the simulator than was received at the time of delivery to Freddie Mac, except that Freddie Mac will also take into account any applicable negotiated terms of business when determining significance. Freddie Mac will provide the Seller/Servicer with documentation supporting the significance determination.

If Freddie Mac determines that the Mortgage would have been eligible for sale, but under different terms than those under which the Mortgage was sold, as described in number 2 of the third bullet above, Freddie Mac will not seek repurchase, but instead will re-price the Mortgage consistent with the Seller's Purchase Documents in effect on the Settlement Date to reflect the true risk profile of the Mortgage.

- **Clear title/First Lien priority.** The Mortgage must be enforceable as a First Lien (with no pending condemnation proceedings) and have clear title through foreclosure.

- **Compliance with laws.** The Mortgage must comply with all applicable federal, State and local laws, ordinances, regulations and orders, including, without limitation, State anti-predatory lending laws and regulations.

- **Unacceptable Mortgage products**

  The Mortgage must be a Mortgage product acceptable for sale to Freddie Mac. The Seller/Servicer will not be relieved of Freddie Mac's enforcement of its representations and warranties for unacceptable Mortgage products, including, but not limited to, the following:

  - A Mortgage with an interest-only feature

  - A Graduated Payment Mortgage

  - A Mortgage originated with stated or no income and/or asset documentation (A Freddie Mac Relief Refinance Mortgage[SM] is not considered a Mortgage originated with stated or no income and/or asset documentation)

- ❑ A Mortgage subject to negative amortization
- ❑ A construction loan (other than a Construction Conversion Mortgage)
- ❑ A daily simple interest Mortgage
- ❑ A Prepayment Penalty Mortgage with an Application Received Date on or after January 10, 2014 or a Freddie Mac Settlement Date after July 31, 2014
- ❑ A reverse Mortgage
- ❑ A Mortgage with balloon payments (with or without a reset option)
- ❑ A second Mortgage

II. Selling representation and warranty framework—Version 2

The requirements below are effective for Mortgages with Freddie Mac Settlement Dates on and after July 1, 2014.

(a) Representations and warranties

For Mortgages, including Mortgages sold pursuant to negotiated provisions, that comply with the eligibility requirements set forth in (b) below, Freddie Mac will not exercise its remedies, including the issuance of a repurchase request, in connection with the Seller/Servicer's breaches of selling representations and warranties in the topics, chapters and sections of the Guide listed in the table below[1], relating to:

- ■ The underwriting of the Borrower, which includes the Seller's assessment of the Borrower's loan terms, credit history, employment and income, assets, and other financial information used for qualifying the Borrower for the Mortgage
- ■ The underwriting of the Mortgaged Premises, which is the analysis of the description and valuation of the Mortgaged Premises to determine its adequacy as collateral for the Mortgage
- ■ The underwriting of the project in which the Mortgaged Premises is located, which is the analysis of the Planned Unit Development (PUD) or Condominium Project

[1] This includes the topics, chapters and sections as amended by the Seller's Purchase Documents, if applicable.

For Guide provisions not listed in this table, the Seller/Servicer will continue to be responsible for representations and warranties for the life of the loan.

Guide topic/chapter/section	Title of topic, chapter or section and where noted, exclusions to provisions in the topic/chapter/section Note: Where the following provisions of the Guide contain references to requirements located in other topics, chapters and/or sections of the Guide, Freddie Mac will not exercise its remedies in connection with breaches of representations and warranties related to those requirements only if the topic/chapter/section where the requirement is located is included below.
Section 4101.1	The Mortgage application
Section 4201.1	Investment quality Mortgage With the exception of the Mortgage being adequately secured by real property
Section 4201.4	Term, with the following exceptions: For a Mortgage with an Application Received Date prior to **January 10, 2014**, and a Freddie Mac Settlement Date on or before **July 31, 2014**: The Mortgage must not have an original maturity that exceeds 40 years from the Origination Date or the Effective Date of Permanent Financing for a Construction Conversion or Renovation Mortgage. For a Mortgage with an Application Received Date on or after **January 10, 2014**, or a Freddie Mac Settlement Date after **July 31, 2014**: The Mortgage must not have an original maturity that exceeds 30 years from the Origination Date or the Effective Date of Permanent Financing for a Construction Conversion or Renovation Mortgage.
Subsection 4201.5(d)	Age of collateral documentation: Settlement Dates more than 120 days after the Note Date
Section 4201.8	Assumption of Mortgage
Section 4201.13	No circumstances adversely affecting value of Mortgage
Section 4201.14	Mortgages secured by Primary Residences
Section 4201.15	Second home Mortgages

Guide topic/chapter/section	Title of topic, chapter or section and where noted, exclusions to provisions in the topic/chapter/section Note: Where the following provisions of the Guide contain references to requirements located in other topics, chapters and/or sections of the Guide, Freddie Mac will not exercise its remedies in connection with breaches of representations and warranties related to those requirements only if the topic/chapter/section where the requirement is located is included below.
Section 4201.16	Investment Property Mortgages
Section 4201.17	Purchase requirements for Mortgages secured by properties with resale restrictions
Section 4201.18	Impact of Contaminated Sites
Section 4201.20	Blanket Mortgages
Chapter 4203	Maximum Loan Amounts and LTV, TLTV and HTLTV Ratios
Chapter 4204	Secondary Financing and Other Financing Arrangements With the exception of the requirement that for any Mortgage with a buydown plan, the initial interest rate may not be more than 3% below the Note Rate and the buydown plan may not extend for more than 3 years
Topic 4300	Refinance Mortgages With the exception of Section 4301.3 regarding refinance practices
Subsection 4401.8(b)	Calculating Borrower ratios for ARMs
Chapter 4402	Seller-Owned Converted and Seller-Owned Modified Mortgages
Chapter 4404	Land Contract; Contract for Deed
Chapter 4405	Energy Conservation Improvements

Guide topic/chapter/section	Title of topic, chapter or section and where noted, exclusions to provisions in the topic/chapter/section Note: Where the following provisions of the Guide contain references to requirements located in other topics, chapters and/or sections of the Guide, Freddie Mac will not exercise its remedies in connection with breaches of representations and warranties related to those requirements only if the topic/chapter/section where the requirement is located is included below.
Topic 4500	Affordable Mortgages
Topic 4600	Special Freddie Mac Mortgage Products
Subsection 4701.2(a)	Financed premiums (mortgage insurance premiums)
Topic 5100	Determining Borrower Eligibility With the exception of: ▪ Section 5103.2 regarding requirements for permanent and nonpermanent resident aliens ▪ Section 5103.5 regarding requirements for living trusts
Topic 5200	Credit Assessment
Topic 5300	Stable Monthly Income and Asset Qualification Sources
Topic 5400	Evaluation of monthly obligations
Topic 5500	Assets (Borrower Funds and reserves)
Topic 5600	Property Eligibility and Appraisal Requirements With the exception of: ■ Subsection 5601.2(a), Residential Requirements ■ Subsection 5601.3(a) relating to Exhibit 35, Appraiser Independence Requirements ■ Subsection 5601.3(a) relating to the Uniform Standards of Professional Appraisal Practice (USPAP)

Guide topic/chapter/section	Title of topic, chapter or section and where noted, exclusions to provisions in the topic/chapter/section Note: Where the following provisions of the Guide contain references to requirements located in other topics, chapters and/or sections of the Guide, Freddie Mac will not exercise its remedies in connection with breaches of representations and warranties related to those requirements only if the topic/chapter/section where the requirement is located is included below.
Chapter 5701	Condominiums With the exception of: ■ Section 5701.2 relating to project insurance requirements ■ Section 5701.2 relating to title insurance ■ Section 5701.2 relating to project ownership ■ Subsection 5701.3(a), Project Required to be Registered with a Federal or State Securities Agency ■ Subsection 5701.3(b), Condominium Hotel ■ Subsection 5701.3(d), Project with Excessive Commercial or Non-residential Space ■ Subsection 5701.3(e), Tenancy in Common Apartment Project ■ Subsection 5701.3(f), Timeshare Project or Project with Segmented Ownership ■ Subsection 5701.3(g), Houseboat Project ■ Subsection 5701.3(l), Continuing Care Retirement Community (CCRC) ■ Subsection 5701.3(m), Manufactured Homes ■ Subsection 5701.3(n), New Condominium Projects in Florida ■ Subsection 5701.6(f), Compliance with Laws ■ Subsection 5701.6(g), Limitations on Ability to Sell/Right of First Refusal ■ Subsection 5701.6(i), Mortgagee Consent ■ Subsection 5701.6(j), Rights of Condominium Mortgagees and Guarantors

Guide topic/chapter/section	Title of topic, chapter or section and where noted, exclusions to provisions in the topic/chapter/section Note: Where the following provisions of the Guide contain references to requirements located in other topics, chapters and/or sections of the Guide, Freddie Mac will not exercise its remedies in connection with breaches of representations and warranties related to those requirements only if the topic/chapter/section where the requirement is located is included below.
Chapter 5702	Planned Unit Developments With the exception of subsection 5702.2(b) relating to insurance requirements
Chapter 5703	Manufactured Homes With the exception of subsections 5703.2(a) and (b) regarding the characteristics and requirements of a Manufactured Home
Chapter 5704	Leasehold Estates With the exception of subsection 5704.1(b) regarding warranties for leasehold Mortgages

(b) Eligible Mortgages

Freddie Mac will not exercise its remedies in connection with breaches of representations and warranties described in Section 1301.11(a) for Mortgages that meet the following requirements:

- The Mortgage must have a Freddie Mac Settlement Date on or after July 1, 2014
- The Mortgage must be a conventional Mortgage delivered to Freddie Mac through a flow purchase contract (that is, not sold through the bulk path)
- The Mortgage must not be a Mortgage that Freddie Mac and the Seller/Servicer have agreed is subject to any credit enhancement other than primary mortgage insurance
- The Mortgage must have either an acceptable payment history or a satisfactory conclusion of a Freddie Mac quality control review as more fully described below:

Acceptable payment history

The Mortgage has an acceptable payment history if it meets the following eligibility requirements:

- For Mortgages other than Relief Refinance Mortgages:
  - Following the Freddie Mac Settlement Date, the Borrower (i) made the first 36 monthly payments due with no more than two 30-day Delinquencies, and no 60-day or greater Delinquencies; and (ii) must not be 30 or more days delinquent with respect to the 36th monthly payment
- For Relief Refinance Mortgages:
  - Following the Freddie Mac Settlement Date, the Borrower made the first 12 monthly payments due with no 30-day or greater Delinquencies, or
  - Following the Freddie Mac Settlement Date, the Borrower (i) made the first 36 monthly payments due with no more than two 30-day Delinquencies, and no 60-day or greater Delinquencies; and (ii) must not be 30 or more days delinquent with respect to the 36th monthly payment
- In addition, during the applicable payment history period:
  - With the exception of temporary subsidy buydown arrangements permitted by the Purchase Documents, neither the Seller/Servicer nor any third party may escrow or advance funds to be used for payment of any monthly installment, principal, interest or other charge payable under the terms of the Mortgage
  - The Mortgage must not have been subject to a forbearance agreement, repayment plan, or otherwise have been modified from its original terms
  - The Mortgage must not have an outstanding request for a repurchase, a repurchase alternative or a make-whole

Satisfactory conclusion of a Freddie Mac quality control review

For a Mortgage to obtain a satisfactory conclusion of a Freddie Mac quality control review, it must meet one of the following requirements:

- Freddie Mac completes a quality control review of the Mortgage file, which includes a review of the credit underwriting and eligibility of the Borrower, the Mortgaged Premises (including its value), and the project in which the Mortgaged Premises is located, if applicable ("quality control review"), and determines that the Mortgage is acceptable (that is, the Mortgage is not subject to a repurchase request)

- Freddie Mac completes the quality control review and determines the Mortgage is not acceptable because of a loan deficiency that is curable, and the Seller/Servicer cures the deficiency to Freddie Mac's satisfaction. For example, if the Mortgage file delivered to Freddie Mac did not contain the required verification of income, the loan deficiency would be deemed to be corrected if the Seller/Servicer provided the missing documentation within the time frame specified. Another example of an action taken to correct a loan deficiency is rectifying a prior lien by producing evidence of a recorded satisfaction or release of such prior lien within the time frame specified.

- Freddie Mac completes the quality control review and determines the Mortgage is not acceptable, but Freddie Mac and the Seller/Servicer agreed upon an alternative to repurchase that has since expired or terminated by its terms. For example, if Freddie Mac determined a Mortgage was not acceptable and, as a repurchase alternative, Freddie Mac and the Seller/Servicer agreed that the Mortgage would be subject to recourse for five years, then the Seller/Servicer will be relieved from Freddie Mac's enforcement of the representations and warranties described in Section 1301.11(a) at the end of the five-year period. Other possible repurchase alternatives include indemnification, make-whole arrangements, and certain split loss agreements.

(c) Life-of-loan representations and warranties

For Mortgages that meet the eligibility requirements set forth in (b) above, the Seller/Servicer will not be relieved from Freddie Mac's enforcement of its representations and warranties with respect to the following matters, even if such issues are referenced in the Guide topics, chapters or sections in the table above. Instead, the Seller/Servicer will be responsible for all such representations and warranties for the life of the loan.

- **Charter matters.** Each Mortgage must be eligible for purchase under the Freddie Mac Charter Act in the following respects:

  - The Mortgage must be secured by a residential property that is located within any of the 50 States, the District of Columbia, Guam, Puerto Rico or the U.S. Virgin Islands at the time of Freddie Mac's purchase, as set forth in Section 4201.1 and the definition of a State in the Glossary

  - The original UPB of the Mortgage must not exceed the maximum original loan amounts set forth in Sections 4203.3 and 4603.2

  - The Mortgage must not be secured by vacant land or property primarily used for agriculture, farming or commercial enterprise at the time of Freddie Mac's purchase

- The Mortgage must be secured by a residential property consisting of 1-4 dwelling units at the time of Freddie Mac's purchase

- Any Mortgage with an LTV ratio in excess of 80% at the time of Freddie Mac's purchase must (i) have mortgage insurance on the portion of the Mortgage in excess of 80% of the property's value (determined in accordance with Section 4701.1, or in the case of Relief Refinance Mortgages, meet the applicable mortgage insurance requirements in the Guide), (ii) be sold with recourse, within the meaning of Section 6201.7(a), or (iii) be sold on a participation basis

- **Misstatements, misrepresentations and omissions**

The Mortgage must not have any misstatements, misrepresentations or omissions ("misrepresentations"), by any party to the Mortgage transaction (including, but not limited to, the Seller, Borrowers, property sellers, builders, real estate agents, lenders, mortgage brokers, loan officers, originators, appraisers, appraisal companies, closing agents, title companies or other third party vendors) pertaining to the requirements described in the topics, chapters and sections of the Guide set forth in the table above that are made with or without the Seller's knowledge, and that:

- Involve three or more Mortgages sold to Freddie Mac by the same Seller, and

- Were made pursuant to a common pattern of activity in connection with the Mortgage origination or sale, based on information in the Mortgage file or other facts or circumstances that existed on the Settlement Date, which involved at least one party common to all the Mortgages (if the common party is the Seller, then the same individual; if the common party is a third party, then the same individual or entity), and

- Are "significant" in that, using true and accurate information, either Freddie Mac determines that:

  1. The Mortgage would not have been eligible for sale under the terms of the Seller's Purchase Documents in effect on the Settlement Date, or

  2. The Mortgage would have been eligible for sale, but under different terms

For purposes of finding three or more Mortgages to constitute the pattern, both Mortgages that have obtained relief under the framework and Mortgages that have not obtained relief may be counted. If Mortgages that have not obtained relief are counted for purposes of establishing a pattern, those Mortgages must meet all requirements of this exclusion (i.e., three or more Mortgages, common pattern of activity, significance) in order for Freddie Mac to enforce a remedy for each Mortgage.

In determining whether a misrepresentation is significant, Freddie Mac will rely on its Loan Prospector simulator, which approximates the Risk Class at the time of delivery. Freddie Mac will compare the Loan Prospector simulator assessment using true and accurate information with the Loan Prospector simulator assessment received at the time of delivery.

A misrepresentation will be considered significant only if the Mortgage receives a worse Loan Prospector assessment from the simulator than was received at the time of delivery to Freddie Mac, except that Freddie Mac will also take into account any applicable negotiated terms of business and the impact of any undisclosed concessions, concealed transaction terms or other violations of the Seller's Purchase Documents that are involved in the misrepresentation but are not evaluated by the Loan Prospector simulator when determining significance. Freddie Mac will notify the Seller/Servicer of any such undisclosed matters or violations that are considered in connection with determining significance and will provide the Seller/Servicer with documentation supporting the significance determination.

If Freddie Mac determines that the Mortgage would have been eligible for sale but under different terms than those under which the Mortgage was sold, as described in number 2 of the third bullet above, Freddie Mac will not seek repurchase, but instead will re-price the Mortgage, consistent with the Seller's Purchase Documents in effect on the Settlement Date, to reflect the true risk profile of the Mortgage.
As an exception to the above, Mortgages involving fraud will be subject to repurchase, regardless of whether the above test (three or more Mortgages, common pattern of activity, significance) has been met. For purposes of this life-of-loan representation and warranty only, "fraud" is established either by:

- An adjudicated claim affirming fraud by or against the Seller or other party to the Mortgage transaction, or

- Freddie Mac finding clear and convincing evidence that a Seller or other party to the Mortgage transaction knowingly executed or participated in a scheme or artifice in connection with the underwriting, origination or sale of a Mortgage to:

  - Defraud Freddie Mac or any other party to the Mortgage transaction, or

  - Obtain any moneys, funds, credits, assets, securities, or other properties from Freddie Mac or any other party to the Mortgage transaction by means of fraudulent pretenses, representations or promises

- **Data inaccuracies**

The Mortgage must not have any Uniform Loan Delivery Dataset (ULDD) data inaccuracies pertaining to the requirements described in the topics, chapters and sections of the Guide set forth in the table above, if and to the extent:

- ❑ The data inaccuracies affect five or more Mortgages and involve the same delivery data element(s), and

- ❑ The ULDD data differs from the information in the Mortgage file, and

- ❑ The data inaccuracies are "significant" in that, using the information in the Mortgage file to qualify the Borrower, Mortgaged Premises and/or project in which the Mortgaged Premises is located, either Freddie Mac determines that:

    1. The Mortgage would not have been eligible for sale under the terms of the Seller's Purchase Documents in effect on the Settlement Date, or

    2. The Mortgage would have been eligible for sale, but under different terms

For purposes of finding five or more Mortgages involving the same delivery data element inaccuracy, both Mortgages that have obtained relief under the framework and Mortgages that have not obtained relief may be counted. If Mortgages that have not obtained relief are counted for purposes of establishing that there were five or more Mortgages with the same delivery data element inaccuracy, those Mortgages must meet all other requirements of this exclusion (i.e., same delivery data elements, data differs from information in the Mortgage file, significance) in order for Freddie Mac to enforce a remedy for each Mortgage.

In determining whether the data inaccuracy is significant, Freddie Mac will rely on its Loan Prospector simulator, which approximates the Risk Class at the time of delivery. Freddie Mac will compare the Loan Prospector simulator assessment using true and accurate information with the Loan Prospector simulator assessment received at the time of delivery.

A data inaccuracy will be considered significant only if the Mortgage receives a worse Loan Prospector assessment from the simulator than was received at the time of delivery to Freddie Mac, except that Freddie Mac will also take into account any applicable negotiated terms of business when determining significance. Freddie Mac will provide the Seller/Servicer with documentation supporting the significance determination.

If Freddie Mac determines that the Mortgage would have been eligible for sale but under different terms than those under which the Mortgage was sold, as described in number 2 of the third bullet above, Freddie Mac will not seek repurchase, but instead will re-price the Mortgage, consistent with the Seller's

Purchase Documents in effect on the Settlement Date, to reflect the true risk profile of the Mortgage.

- **Clear title/First Lien priority.** The Mortgage must be enforceable as a First Lien (with no pending condemnation proceedings) and have clear title through foreclosure.

- **Compliance with laws.** The Mortgage must comply with all applicable federal, State and local laws, ordinances, regulations and orders, including, without limitation, State anti-predatory lending laws and regulations.

- **Unacceptable Mortgage products**

  The Mortgage must be a Mortgage product acceptable for sale to Freddie Mac. The Seller/Servicer will not be relieved of Freddie Mac's enforcement of its representations and warranties for unacceptable Mortgage products, including, but not limited to, the following:

  - A Mortgage with an interest-only feature
  - A Graduated Payment Mortgage
  - A Mortgage originated with stated or no income and/or asset documentation (A Freddie Mac Relief Refinance Mortgage℠ is not considered a Mortgage originated with stated or no income and/or asset documentation)
  - A Mortgage subject to negative amortization
  - A construction loan (other than a Construction Conversion Mortgage)
  - A daily simple interest Mortgage
  - A Prepayment Penalty Mortgage with an Application Received Date on or after January 10, 2014 or a Freddie Mac Settlement Date after July 31, 2014
  - A reverse Mortgage
  - A Mortgage with balloon payments (with or without a reset option)
  - A second Mortgage

Chapter 1302: Information Security and Business Continuity Planning

1302.1 Overview of information security and business continuity planning requirements (Future effective date 05/02/16)

To minimize Freddie Mac's risk of loss in the event of a disaster or unexpected disruption to critical business processes, a Seller/Servicer must have and maintain an information security program and business continuity plan that ensure its ongoing ability to conduct business operations with Freddie Mac.

This chapter contains the minimum information security program requirements Seller/Servicers must implement to reduce the impact and likelihood of unauthorized persons (or authorized persons with malicious or unlawful intentions) from gaining access to Freddie Mac's proprietary information, data and consumer personal non-public information in:

- Freddie Mac's systems
- Seller/Servicers' files, records, storage facilities and systems
- Seller/Servicers' vendors' files, records, storage facilities and systems

This chapter also includes the minimum requirements for a Seller/Servicer's business continuity plan to support continuation of critical business processes necessary to comply with the Seller/Servicer's Purchase Documents.

If a Seller/Servicer's regulator has established information security and/or business continuity plan requirements that exceed Freddie Mac's minimum requirements, then the more rigorous requirements shall apply.

The Federal Financial Institutions Examination Council (FFIEC) provides detailed guidance on its public **web site** on the components of a successful information security program, business continuity plan and activities. Seller/Servicers are strongly encouraged to review this guidance.

1302.2: Information security (Future effective date 05/02/16)

Seller/Servicers should be familiar with the following terms as they relate to information security requirements:

- **Authentication:** The process in which a system verifies the identity of an individual usually based on a username and password

- **Encryption:** The process of encoding messages or information in such a way that only authorized parties can read it

(a) Information security program

Seller/Servicers must adopt, maintain and administer written minimum security standards, policies and procedures that address critical issues including, but not limited to, user responsibilities, ownership of information, baseline security practices, technical security protection mechanisms and other requirements in this section.

At least annually, Seller/Servicers must review and assess the adequacy of their information security policies and procedures used in connection with the selling and Servicing of Freddie Mac Mortgages to ensure compliance with the Guide and their other Purchase Documents. Seller/Servicers must make their information security program policies and procedures available to Freddie Mac upon request.

(i) Human resources security

- Pre-employment screening: Seller/Servicers must conduct, or retain a third party to conduct, background verification checks (screening) for all candidates for employment or contractor status

- Information security awareness, education and training: Seller/Servicers must provide information security awareness training to all employees of the organization, and, where relevant, contractors and third party users. The awareness training must provide information on roles and responsibilities for all users in protecting information at the Seller/Servicer, along with practical ways to incorporate information security into daily routines.

(ii) Physical and environmental security controls

Seller/Servicers must create and maintain:

- A physical security control program of the organization's buildings and facilities containing information systems, to detect and prohibit unauthorized

persons gaining access and respond to physical security incidents using real-time physical intrusion alarms and surveillance equipment

- Environmental security controls to protect the organization from loss of connectivity and damage caused by fire, earthquake, flood, hurricane, tornado and other weather-related adverse events and other adverse events

(iii) Communications and operations management

Seller/Servicers must implement technical security measures to prevent and monitor for malicious software, stop unwanted spam and traffic, and protect from unauthorized use of wireless connections. Measures must include those provided in the remainder of this section.

(iv) Removable media policy

Seller/Servicers must restrict usage of removable media such as USB thumb drives, CD/DVD drives and external hard drives to personnel with a business need for this media to complete their activities. If data must be placed on removable media, the media must be encrypted.

(v) Anti-virus program/updates

Seller/Servicers must install anti-virus software to protect servers and end user systems and ensure that updates are applied periodically.

(vi) Boundary protection

Seller/Servicers must:

- Implement information technology controls that allow for monitoring, detection and restriction of unauthorized network perimeter activity, such as a firewall

- Manage and restrict ports, protocols and services to only those that are required for business operations

(vii) Wireless networks

Seller/Servicers must control, secure and monitor wireless access points. In addition, Seller/Servicers that offer wireless networks for network users must:

- Implement a strong Wireless Local Area Network (WLAN) Authentication method; prohibit use of the Wired Equivalent Privacy (WEP) algorithm

- Password protect administrative access to the router

(viii) Vulnerability management

Vulnerability testing enumerates known software vulnerabilities on a system and prioritizes them according to likelihood of occurrence, and impact of exploitation. Seller/Servicers must conduct vulnerability testing on a regular basis and have a process in place to analyze and remediate identified vulnerabilities.

(ix) Configuration and patch management

Seller/Servicers must:

- Develop and execute a process for developing and maintaining secure configuration baselines (also known as hardening guides, baseline secure configurations) of infrastructure components
- Identify a group responsible for software updates and patches and maintain a process for testing and installing software updates as they are available

(x) Data Encryption

Seller/Servicers must:

- Ensure the protection, integrity and confidentiality of data in transit
- Use Encryption during transmission of any sensitive data such as Protected Personal Information (PPI)
- Use Encryption mechanisms on portable end-user devices to protect data if the hardware (laptop, mobile device) is lost or stolen

(b) Access control

(i) Access management policy

As part of its information security program, a Seller/Servicer must:

- Establish an access management policy that includes a process for granting and removing system access, requirements for Authentication and rules of behavior
- Enforce access control methods that limit access to systems, physical or virtual resources and grant access to users on a need to know basis
- Manage Seller/Servicer user accounts for Freddie Mac systems in accordance with the Guide and its applicable Purchase Documents. Seller/Servicers must

monitor for users who transfer roles or are terminated and no longer need access to their accounts. Seller/Servicers must notify Freddie Mac **(see Directory 8)** within 24 hours or prior to the transfer of termination. Refer to the instructions to update systems access for relevant applications at **http://www.freddiemac.com/singlefamily/technology_user_access.html**

(ii) Granting, removing and reviewing access

Seller/Servicers must maintain written procedures for the following:

- Approval of access requests
- Removal of access for terminations
- Analysis of user access and removal of access no longer needed for employee/contractor transfers
- Periodic account maintenance and reconciliation

(iii) Authentication requirements and guidelines

Seller/Servicers must require employees to authenticate or prove their identity to the system through a private, protected method or process which includes, but is not limited to, user identification codes, passwords, personal identification numbers, a smart card and/or a token device. If passwords are used, the Authentication policy must mandate minimum guidelines for password complexity, reuse timelines and password change timelines.

(iv) Asset management

Seller/Servicers must maintain an inventory management system to track physical and software assets, such as end-user technology, servers, network devices, and corresponding asset ownership. The inventory management system must be reconciled to actual inventory on a periodic basis to verify all assets are included.

(v) Vendor risk management program

Seller/Servicers must implement a vendor risk management program to formally evaluate, track and measure third-party risk; to assess its impact on aspects of the organization's business; and to develop compensating controls or other forms of mitigation to safeguard and protect Freddie Mac's information, data and PPI from unauthorized persons, malicious software or other harmful computer information, commands, codes or programs.

If a provision of the Guide or a Seller/Servicer's other Purchase Documents require more stringent minimum information security requirements, then the Seller/Servicer must adhere to those more stringent requirements.

1302.3: Business continuity planning (Future effective date 05/02/16)

A Freddie Mac Seller/Servicer must have a business continuity plan in place to support its ongoing ability to conduct business operations and maintain or restore Freddie Mac Mortgage proprietary information, Mortgage files, data and consumer personal non-public information and records in the event of a disaster or other interruption to business operations and processes.

At a minimum, the Seller/Servicer must:

1. Establish and maintain a written business continuity policy and plan, approved by management, that addresses potential disruptions and is reviewed and updated annually

2. Establish a governing body or committee to provide guidance for the Seller/Servicer's business continuity plan

3. At least annually, conduct:

   - A business disruption impact analysis of the organization

   - A test of the Seller/Servicer's business continuity plan. This includes recovering predefined critical business functions.

4. At least once every two years, conduct a formal risk and threat assessment of the organization, or more frequently after significant changes to business operations

5. Establish a formal crisis management team, which is responsible for declaring the event a crisis and implementing a documented crisis management plan; and develop a plan for activating the crisis management team

6. Establish a documented crisis management plan, that is reviewed and updated at least annually

If a provision of the Guide or Seller/Servicer's other Purchase Documents require more stringent minimum information security requirements, then the Seller/Servicer must adhere to those more stringent requirements.

Chapter 1401: Electronic Transactions

1401.1: Electronic Transactions (03/02/16)

This chapter sets forth the requirements for Electronic Transactions, as defined in Section 1401.2. The Electronic Transactions permitted or required hereunder are Eligible Electronic Transactions, as such term is defined in Section 1401.2. **Nothing contained in Chapter 1401 permits the sale of Mortgages with Electronic Notes (eNotes) to Freddie Mac.**

1401.2: Defined terms (03/02/16)

The following defined terms are used throughout Chapter 1401, other chapters of the Guide and the Seller/Servicer's other Purchase Documents for all Eligible Electronic Transfers. Any defined term in Section 1401.2 that is used in the definition of another defined term in Section 1401.2 will be in quotes (" ") unless the defined term is in a title.

Closing Documents: All loan documents (excluding eNotes) provided to a Borrower at the closing (settlement) of a Mortgage, as required by: (i) Federal, State and/or local law, regulations, rules or ordinances; (ii) the originating lender; and (iii) Freddie Mac

Confidential Means of Access: A private, protected method or process used to enter Freddie Mac's applications and systems, which includes, but is not limited to, user identification codes, passwords, personal identification numbers or other Freddie Mac permitted methods of or processes to access Freddie Mac's confidential and proprietary "Systems"

Electronic: Relating to technology having electrical, digital, magnetic, wireless, optical, electromagnetic, or similar capabilities, as defined in the "UETA" and/or "E-SIGN"

Electronic Record: A "Record" created, generated, sent, communicated, received, or stored by "Electronic" means, as defined in the "UETA" and/or "E-SIGN." The term also includes a paper document converted into an Electronic Record.

Electronic Signature: An "Electronic" sound, symbol or process attached to, or logically associated with, a contract or other "Record" and executed or adopted by a person with the intent to sign the "Record," as defined in the "UETA" and/or "E-SIGN"

Electronic Transaction: An action or set of actions occurring between two or more persons relating to the conduct of business, commercial, or governmental affairs, using "Electronic" means, as defined in the "UETA" and/or "E_SIGN"

Eligible Electronic Transaction: An "Electronic Transaction" that Freddie Mac has required or permitted the Seller/Servicer to engage in and/or conduct, as specified in Chapter 1401, other chapters of the Guide or the Seller/Servicer's other Purchase Documents

E-SIGN: The federal Electronic Signatures in Global and National Commerce Act (15 U.S. Code, Chapter 96)

Electronic Notarization: Notarization by "Electronic" means of a person's "Electronic Signature," after proper identification by a Notary Public, licensed or otherwise authorized by the State in which the Notary Public is domiciled, which complies with the State's laws, regulations and rules, including, without limitation, the "UETA" and/or "E-SIGN"

Electronic Recording:

- Recording a copy of a paper Security Instrument or other paper document (together referred to as a "Paper Document") with respect to which: (i) the Paper Document was created, executed, witnessed (if applicable) and notarized, in writing, using paper, pen and ink; (ii) the Seller, or its closing or title agent, electronically delivers an "Electronic" copy of the Paper Document to the local public land recording office ("Public Recording Office") for recording; (iii) the Public Recording Office returns to the Seller or its closing or title agent: (a) an "Electronic" or paper copy of the recorded copy of the Paper Document or (b) other form of confirmation containing the recording information; or

- Recording an "Electronic" copy of an "Electronic" Security Instrument or other "Electronic" document (together referred to as an, "Electronic Document") with respect to which: (i) the Electronic Document was created, executed, witnessed (if applicable) and notarized, electronically, using "Electronic Records," "Electronic Signatures" and "Electronic Notarization"; (ii) the Seller or its closing or title agent electronically delivers an "Electronic" copy of the Electronic Document to the local public land recording office ("Public Recording Office") for recording; and (iii) the Public Recording Office returns to the Seller or its closing or title agent: (a) an "Electronic" or paper copy of the recorded copy of the Electronic Document, or (b) other form of confirmation containing the recording information

Federal Financial Institutions Examination Council or FFIEC: U.S. government interagency body empowered to prescribe uniform principles, standards, and report forms for the federal examination of financial institutions by its members, which membership consists of: (i) Board of Governors of the Federal Reserve Board (FRB); (ii) Federal Deposit Insurance Corporation (FDIC); (iii) National Credit Union Administration (NCUA); (iv) the Office of the Comptroller of the Currency (OCC); and (v) Consumer Financial Protection Bureau (CFPB)

Federally Regulated Seller: A Seller that is regulated by one of the following federal regulators: (i) Board of Governors of the FRB; (ii) FDIC; (iii) NCUA; (iv) OCC; and (v) CFPB

Initial Loan Documents: All documents provided to a Borrower before the closing (settlement) of a Mortgage, as required by: (i) federal, State and/or local law, regulations, rules or ordinances, (ii) the originating lender and (iii) Freddie Mac

Record: Information that is inscribed on a tangible medium or that is stored in an electronic or other medium and is retrievable in perceivable form as defined in the "UETA" and/or "E-SIGN." A Record may be a paper or an "Electronic" document.

Systems: All computers, servers, fax machines, other Electronic devices, hardware, web sites, Internet, private networks, telephone lines or wireless communications, together with software applications, security measures, proprietary coding, interfaces and/or connectivity used to create, present, sign, transfer, transmit, send, submit, deliver, receive, retrieve maintain and/or store Records, Electronic Records or Electronic Signatures in order to engage in and/or conduct Electronic Transactions.

TPPs: Third-party providers, which include Correspondents, Mortgage Brokers, independent contractors, agents or other third parties.

UETA: The Uniform Electronic Transactions Act of 1999, promulgated by the U.S. Uniform Law Commission for consideration and enactment by the States. Reference to the UETA herein, means the UETA as promulgated by the U.S. Uniform Law Commission or the UETA as enacted by an applicable State.

1401.3: Requirements applicable to all Eligible Electronic Transactions (03/02/16)

The following requirements apply to all Eligible Electronic Transactions that Freddie Mac permits or requires the Seller/Servicer to engage in or conduct in this Chapter 1401, other Guide chapters, the Seller/Servicer's other Purchase Documents and any user agreement(s) by and between the Seller/Servicer and Freddie Mac. (Examples of some Eligible Electronic Transactions include, but are not limited to, use of the Selling System℠, Loan Prospector® and the Freddie Mac Service Loans application.)

If these requirements conflict with requirements in other Guide chapters, the Seller/Servicer's other Purchase Documents or any user agreement(s) by and between the Seller/Servicer and Freddie Mac, the requirements in the other Guide chapters, the Seller/Servicer's other Purchase Documents or any user agreement(s) shall control and prevail over these requirements, but only to the extent necessary to resolve the conflict. If the Seller/Servicer believes there is any such conflict, the Seller/Servicer should contact Freddie Mac to discuss any such conflict in an effort to resolve it.

1401.3: Requirements applicable to all Eligible Electronic Transactions (Future effective date 05/02/16)

The following requirements and applicable requirements in Chapter 1302 apply to all Eligible Electronic Transactions that Freddie Mac permits or requires the Seller/Servicer to engage in or conduct in this Chapter 1401, other Guide chapters, the Seller/Servicer's other Purchase Documents and any user agreement(s) by and between the Seller/Servicer and Freddie Mac. (Examples of some Eligible Electronic Transactions include, but are not limited to, use of the Selling System℠, Loan Prospector® and the Freddie Mac Service Loans application.)

If these requirements conflict with requirements in other Guide chapters, the Seller/Servicer's other Purchase Documents or any user agreement(s) by and between the Seller/Servicer and Freddie Mac, the requirements in the other Guide chapters, the Seller/Servicer's other Purchase Documents or any user agreement(s) shall control and prevail over these requirements, but only to the extent necessary to resolve the conflict. If the Seller/Servicer believes there is any such conflict, the Seller/Servicer should contact Freddie Mac to discuss any such conflict in an effort to resolve it.

1401.4: Consent and agreement to engage in and conduct Eligible Electronic Transactions (03/02/16)

When the Seller/Servicer engages in or conducts Eligible Electronic Transactions with Freddie Mac, the Seller/Servicer agrees:

- That the Seller/Servicer consents to engage in or conduct Eligible Electronic Transactions with Freddie Mac

- To adopt (among other Electronic Signatures the Seller/Servicer adopts, from time to time) the Seller/Servicer's Freddie Mac Seller/Servicer number(s), a copy or representation of the Seller/Servicer's representative's written signature and/or Electronic Signature and/or such other symbols or processes as expressly required or permitted by Freddie Mac ("Seller/Servicer's Electronic Signature(s)")

- That Freddie Mac can rely on any paper Records (with or without Electronic Signatures) or Electronic Records (with or without Electronic Signatures) that are delivered to Freddie Mac

- That the Seller/Servicer will be bound by all Eligible Electronic Transactions the Seller/Servicer engages in or conducts with Freddie Mac

- That the Seller/Servicer will be bound by all Eligible Electronic Transactions that the Seller/Servicer engages in or conducts with Freddie Mac based upon telephone conversations, including those telephone conversations recorded by Freddie Mac in the ordinary course of business; provided, however, under no circumstances will Freddie Mac be bound by any telephone conversations recorded by the Seller/Servicer

1401.5: Security standards for all Eligible Electronic Transactions engaged in or conducted by the Seller/Servicer (03/02/16)

Freddie Mac will provide the Seller/Servicer with, or require the Seller/Servicer to create, a Confidential Means of Access ("CMA") to Freddie Mac's Systems or other Systems in connection with Eligible Electronic Transactions with Freddie Mac.

A breach of security by the Seller/Servicer (or any of the Seller/Servicer's vendors, independent contractors, agents or other third parties, if applicable) with respect to the Seller/Servicer's CMA to Freddie Mac's Systems may result in unauthorized persons (or authorized persons with malicious or unlawful intentions) gaining access to Freddie Mac's Systems. Such persons may: (i) destroy, damage or misappropriate Freddie Mac property or (ii) introduce malicious software ("Malware") or other harmful computer information, commands, codes or programs ("Harmful Software") into Freddie Mac's Systems. Any such unlawful entry or intrusion into Freddie Mac's Systems may result in substantial harm to Freddie Mac including, without limitation, damage to Freddie Mac's Systems, Records and/or data or theft of confidential proprietary information and/or consumer personal private financial information.

The Seller/Servicer is responsible for protecting and safeguarding the Seller/Servicer's CMA to Freddie Mac's System and any third-party System, if applicable, from any and all malicious conduct or theft by any of its employees, vendors, independent contractors, agents or third parties, unauthorized persons, and Malware and Harmful Software that may:

- Enable unauthorized access to Freddie Mac's Systems
- Cause or facilitate the destruction, corruption, malfunction or appropriation of, or damage or change to, any of Freddie Mac's Systems or the Electronic Records and data (e.g., financial information, proprietary information, confidential information or personal private information) stored in Freddie Mac's Systems

The Seller/Servicer must adopt, maintain and administer written minimum security standards, policies and procedures, such as the guidelines promulgated by the FFIEC, to prevent the loss, theft or unauthorized or improper disclosure or use of the Seller/Servicer's CMA to Freddie Mac's Systems.

The Seller/Servicer must notify Freddie Mac immediately in the event the Seller/Servicer:

- Sustains a breach of security in connection with the Seller/Servicer's CMA to Freddie Mac's Systems, or
- Becomes aware of the loss, theft or unauthorized disclosure or use of the Seller/Servicer's CMA to Freddie Mac's Systems or other Systems, or

- Has any reason to believe that the Seller/Servicer's CMA to Freddie Mac's Systems may be, has been or will be compromised and is no longer safe or secure

The Seller/Servicer's adoption of and compliance with the Seller/Servicer's minimum security standards will not relieve the Seller/Servicer from any liability set forth in this chapter; provided, however, adopting and maintaining such minimum security standards should assist the Seller/Servicer in managing and mitigating the Seller/Servicer's security risks. The Seller/Servicer will be solely responsible for implementing and updating its minimum security standards and assessing whether the Seller/Servicer should adopt the security practices recommended by its regulator or even more rigorous minimum security standards. Freddie Mac has the right, in its sole discretion, but not the obligation, to establish minimum security standards for Seller/Servicers, in connection with any or all Eligible Electronic Transactions at any time. Freddie Mac's decision not to adopt minimum security standards for Seller/Servicers, shall not be a defense to any security breach caused by the Seller/Servicer's failure to adopt, implement, manage, maintain, administer and update appropriate minimum security standards.

The Seller/Servicer's failure to adopt, implement, maintain, administer and update appropriate minimum security standards may result in termination of the Seller/Servicer's access to any or all of Freddie Mac's Systems. In addition, Freddie Mac may take other actions available under the Guide, the Seller/Servicer's other Purchase Documents, any user agreement or law.

1401.5: Security standards for all Eligible Electronic Transactions engaged in or conducted by the Seller/Servicer (Future effective date 05/02/16)

Freddie Mac will provide the Seller/Servicer with, or require the Seller/Servicer to create, a Confidential Means of Access ("CMA") to Freddie Mac's Systems or other Systems in connection with Eligible Electronic Transactions with Freddie Mac.

A breach of security by the Seller/Servicer (or any of the Seller/Servicer's vendors, independent contractors, agents or other third parties, if applicable) with respect to the Seller/Servicer's CMA to Freddie Mac's Systems may result in unauthorized persons (or authorized persons with malicious or unlawful intentions) gaining access to Freddie Mac's Systems. Such persons may: (i) destroy, damage or misappropriate Freddie Mac property or (ii) introduce malicious software ("Malware") or other harmful computer information, commands, codes or programs ("Harmful Software") into Freddie Mac's Systems. Any such unlawful entry or intrusion into Freddie Mac's Systems may result in substantial harm to Freddie Mac including, without limitation, damage to Freddie Mac's Systems, Records and/or data or theft of confidential proprietary information and/or consumer personal private financial information.

The Seller/Servicer is responsible for protecting and safeguarding the Seller/Servicer's CMA to Freddie Mac's System and any third-party System, if applicable, from any and all malicious conduct or theft by any of its employees, vendors, independent contractors, agents or third parties, unauthorized persons, and Malware and Harmful Software that may:

- Enable unauthorized access to Freddie Mac's Systems

- Cause or facilitate the destruction, corruption, malfunction or appropriation of, or damage or change to, any of Freddie Mac's Systems or the Electronic Records and data (e.g., financial information, proprietary information, confidential information or personal private information) stored in Freddie Mac's Systems

Refer to Section 1302.2 for information regarding Freddie Mac's minimum information security program requirements.

The Seller/Servicer must notify Freddie Mac immediately in the event the Seller/Servicer:

- Sustains a breach of security in connection with the Seller/Servicer's CMA to Freddie Mac's Systems, or

- Becomes aware of the loss, theft or unauthorized disclosure or use of the Seller/Servicer's CMA to Freddie Mac's Systems or other Systems, or

- Has any reason to believe that the Seller/Servicer's CMA to Freddie Mac's Systems may be, has been or will be compromised and is no longer safe or secure

The Seller/Servicer's compliance with Freddie Mac's requirements in Section 1302.2 will not relieve the Seller/Servicer from any liability set forth in this chapter; provided, however, adopting and maintaining such minimum security standards should assist the Seller/Servicer in managing and mitigating the Seller/Servicer's security risks. The Seller/Servicer will be solely responsible for implementing and updating its security standards and assessing whether the Seller/Servicer should adopt more rigorous minimum security standards.

The Seller/Servicer's failure to adopt, implement, maintain, administer and update the required minimum security standards may result in termination of the Seller/Servicer's access to any or all of Freddie Mac's Systems. In addition, Freddie Mac may take other actions available under the Guide, the Seller/Servicer's other Purchase Documents, any user agreement or law.

1401.6: Security standards for Eligible Electronic Transactions engaged in or conducted by the Seller/Servicer's TPPs (03/02/16)

A Federally Regulated Seller/Servicer, that is expressly approved by Freddie Mac in the Sellers/Servicer' Purchase Documents to permit the Seller/Servicer's TPPs to engage in or conduct Eligible Electronic Transactions for or on behalf of the Seller/Servicer (or in connection with doing business with the Seller/Servicer) must contractually require its TPPs to comply with the following:

- The Seller/Servicer must require the TPPs to adopt the Seller/Servicer's minimum security standards (or higher standards) as described in Section 1401.5

- The Seller/Servicer must require use of the Seller/Servicer's mandatory minimum security standards (or higher standards) in the Seller/Servicer's written agreements with its TPPs

- The Seller/Servicer must require its TPPs to initially (and annually thereafter) certify to the Seller/Servicer that they have adopted and implemented the Seller/Servicer's minimum security standards (or higher standards) before the TPP may conduct any Eligible Electronic Transactions for or on behalf of (or in connection with doing business with) the Seller/Servicer

The Seller/Servicer's TPPs' adoption of and compliance with the Seller/Servicer's minimum security standards (or higher standards) in Section 1401.5 will not relieve the Seller/Servicer from any liability set forth in this chapter; provided, however, requiring the Seller/Servicer's TPPs to adopt and maintain such minimum security standards (or higher standards) should assist the Seller/Servicer and its TPPs to manage and mitigate the Seller/Servicer's and the TPP's security risks. The Seller/Servicer will be solely responsible for updating and implementing its minimum security standards and assessing whether the Seller/Servicer should adopt (and require its TPPs to adopt) the security practices recommended by the Seller/Servicer's federal regulator or even higher minimum security standards.

Freddie Mac has the right, in its sole discretion, but not the obligation, to establish minimum security standards for Eligible Electronic Transactions at any time. Freddie Mac's decision not to adopt minimum security standards that the Seller/Servicer and its TPPs must comply with shall not be a defense to any security breach caused by the Seller/Servicer's, or any of its TPP's, failure to adopt, implement, manage, maintain, administer and update appropriate minimum security standards.

The Seller/Servicer's failure to require its TPPs to adopt, implement, maintain, administer and update the Seller/Servicer's minimum security standards (or higher standards) may result in termination of the Seller/Servicer's access to any or all of Freddie Mac's Systems and/or applications. In addition, Freddie Mac may take other actions available under the Guide, the Seller/Servicer's other Purchase Documents or law.

1401.6: Security standards for Eligible Electronic Transactions engaged in or conducted by the Seller/Servicer's TPPs (Future effective date 05/02/16)

A Federally Regulated Seller/Servicer, that is expressly approved by Freddie Mac in the Sellers/Servicer' Purchase Documents to permit the Seller/Servicer's TPPs to engage in or conduct Eligible Electronic Transactions for or on behalf of the Seller/Servicer (or in connection with doing business with the Seller/Servicer) must contractually require its TPPs to comply with the following:

- The Seller/Servicer must require the TPPs to adopt the minimum security standards (or higher standards) as described in Section 1401.5

- The Seller/Servicer must require use of the mandatory minimum security standards (or higher standards) in the Seller/Servicer's written agreements with its TPPs

- The Seller/Servicer must require its TPPs to initially (and annually thereafter) certify to the Seller/Servicer that they have adopted and implemented the minimum security standards (or higher standards) before the TPP may conduct any Eligible Electronic Transactions for or on behalf of (or in connection with doing business with) the Seller/Servicer

The Seller/Servicer's TPPs' adoption of and compliance with the minimum security standards (or higher standards) in Section 1401.5 will not relieve the Seller/Servicer from any liability set forth in this chapter; provided, however, requiring the Seller/Servicer's TPPs to adopt and maintain such minimum security standards (or higher standards) should assist the Seller/Servicer and its TPPs to manage and mitigate the Seller/Servicer's and the TPP's security risks. The Seller/Servicer will be solely responsible for updating and implementing its minimum security standards and assessing whether the Seller/Servicer should adopt (and require its TPPs to adopt) the security practices recommended by the Seller/Servicer's federal regulator or even higher minimum security standards.

The Seller/Servicer's failure to require its TPPs to adopt, implement, maintain, administer and update the required minimum security standards (or higher standards) may result in termination of the Seller/Servicer's access to any or all of Freddie Mac's Systems and/or applications. In addition, Freddie Mac may take other actions available under the Guide, the Seller/Servicer's other Purchase Documents or law.

1401.7: Seller's due diligence requirements for the Seller's Systems used to engage in or conduct Eligible Electronic Transactions (03/02/16)

The Seller must conduct due diligence reviews on the Seller's Systems before the Seller may engage in or conduct any Eligible Electronic Transactions with Freddie Mac, to confirm that:

- The Seller's Systems are in compliance with the Seller's minimum security standards

- The Seller's Systems create valid, enforceable and effective Records, Electronic Records and Electronic Signatures in compliance with E-SIGN, as applicable

- When conducting Electronic Transactions in connection with Borrowers (consumers) the Seller's Systems electronically create and permit Borrowers (consumers) to electronically sign an Electronic Transaction "consumer consent" and provide the Borrower (consumer) with the Electronic Transaction disclosures, in compliance with E-SIGN

- The Seller's Systems comply with all State and federal laws

The Seller's confirmation process would include having the Seller's Systems reviewed by internal or external computer technology and security experts and legal experts.

1401.8: Seller's due diligence requirements for TPP's Systems used for Eligible Electronic Transactions (03/02/16)

The Seller must confirm that its TPPs have conducted due diligence reviews of the Systems the TPPs intend to use before the Seller may permit its TPPs to Conduct Eligible Electronic Transactions for, or on behalf of, the Seller (or in connection with doing business with the Seller).

The Seller must use its reasonable and prudent judgment is determining whether its TPPs have conducted sufficient and appropriate due diligence on the TPP's Systems. The TPPs must conduct the same level of due diligence required of the Seller in Section 1401.7. The Seller will be held responsible for the acts, errors and omissions of its TPPs and the TPPs' Systems.

1401.9: Electronic Signatures (03/02/16)

Unless otherwise provided in the Guide or Seller/Servicer's other Purchase Documents, an Electronic Signature includes, but is not limited to, an Electronic copy or representation of a written signature or other Electronic signing process (permitted or required by Freddie Mac) that is attached to or logically associated with a paper Record or Electronic Record. An Electronic Record includes, but is not limited to:

- A facsimile ("fax") machine copy of a paper Record
- A fax machine copy of an Electronic Record
- An e-mail
- An e-mail with Electronic Record(s) attached
- A scanned copy of a paper Record or Electronic Record
- A paper Record converted into an Electronic Record
- Electronic information communicated or transmitted using Electronic means permitted or required by Freddie Mac

1401.10: Additional requirements for Initial Loan Documents and Closing Documents (03/02/16)

Sections 1401.10 through 1401.16 provide requirements specifically related to Initial Loan Documents and Closing Documents. The Seller must comply with these requirements in addition to compliance with all other sections in Chapter 1401.

1401.11: Eligible Electronic Initial Loan Documents and Electronic Closing Documents – Retail Mortgages (03/02/16)

A Federally Regulated Seller may sell Retail Mortgages to Freddie Mac which are originated using Electronic Initial Loan Documents and closed using Electronic Closing Documents, excluding Mortgages with Electronic Notes (eNotes), set forth in Exhibit 7, provided that the Seller:

- Is and remains at all times, a Federally Regulated Seller
- Adopts, implements, manages, maintains, administers and updates minimum security standards for its Systems
- Adopts, implements, manages, maintains and administers an initial (and annually thereafter) due diligence and certification process, to certify that the Seller's System complies with the Seller's minimum security standards and E-SIGN and/or the UETA, as applicable
- Maintains Records of its initial and annual due diligence and certification process so that such information may be reviewed by Freddie Mac at any time
- Represents and warrants to, and covenants with, Freddie Mac that each Electronic Initial Loan Document and Electronic Closing Document the Seller creates and uses in the origination and closing processes, (i) complies with all applicable federal and/or State laws and regulations and (ii) is valid, enforceable and effective in accordance with the terms therein
- Stores all such Electronic Initial Loan Documents and Electronic Closing Documents in accordance with the requirements of the Guide and, if Servicing is transferred, the Seller must securely transfer all such Electronic Initial Loan Documents and Electronic Closing Documents to the new Servicer

Nothing contained in this Chapter 1401 permits the sale of Mortgages with Electronic Notes (eNotes) to Freddie Mac.

1401.12: Eligible Electronic Initial Loan Documents and Electronic Closing Documents – Wholesale Home Mortgages (03/02/16)

A Federally Regulated Seller that has been expressly approved by Freddie Mac to sell Wholesale Home Mortgages to Freddie Mac in the Seller's Purchase Documents, may permit its Correspondents and/or Mortgage Brokers to create and use Electronic Initial Loan Documents and Electronic Closing Documents, as set forth in Exhibit 7, provided that the Seller:

- Is and remains, at all times, a Federally Regulated Seller
- Requires the Correspondents and/or Mortgage Brokers to adopt, implement, maintain and administer the Seller's minimum security standards as set forth in Section 1401.5
- Requires its Correspondents and/or Mortgage Brokers to initially (and annually thereafter) certify to the Seller that the Correspondents and Mortgage Brokers Systems comply with the Seller's minimum security standards and E-SIGN and/or the UETA, as applicable
- Obtains an annual certification from each Correspondent and/or Mortgage Broker, duly signed by a Vice President or higher ranking officer (or their equivalent), that certifies that the Systems that the Correspondents and/or Mortgage Brokers use comply with the Seller's minimum security standards and E-SIGN and/or the UETA, as applicable
- Requires its Correspondents and/or Mortgage Brokers to maintain Records of its initial and annual due diligence and certification processes so that such information may be reviewed by the Seller (or Freddie Mac) at any time
- Requires its Correspondents and Mortgage Brokers to represent and warrant to, and covenant with, the Seller that each Electronic Initial Loan Document and Electronic Closing Document that the Correspondent and/or Mortgage Broker creates and uses in the loan origination and/or closing processes: (i) complies with all applicable federal and/or State laws and regulations and (ii) is valid, enforceable and effective in accordance with the terms therein
- Represents and warrants to, and covenants with, Freddie Mac that each Electronic Initial Loan Document and Electronic Closing Document that the Correspondent and/or Mortgage Broker creates and uses in the loan origination and/or closing processes: (i) complies with all applicable federal and/or State laws and regulations and (ii) is valid, enforceable and effective in accordance with the terms therein
- Requires its Correspondents and/or Mortgage Brokers to transfer such Electronic Initial Loan Documents and Electronic Closing Documents to the Seller and the Seller must receive and store all such Electronic Initial Loan Documents and Electronic Closing Documents in accordance with the requirements of the Guide and, if Servicing is transferred, the Seller must transfer such Electronic Initial Loan Documents and Electronic Closing Documents to the new Servicer

Nothing contained in Chapter 1401 permits the sale of Mortgages with Electronic Notes (eNotes) to Freddie Mac.

1401.13: Electronic real estate purchase and sale agreements (03/02/16)

(a) Local customary real estate broker contracts

A local customary real estate broker purchase and sale agreement ("Contract"), used in the ordinary course of the residential real estate business in a State (excluding contracts for the purchase and sale of residential REO and short sales) delivered to the Seller as a paper copy of a Record or as an Electronic Record, which has been signed by the buyer and/or the seller of real estate using a copy or representation of their respective written signature or an Electronic Signature, which is attached thereto or logically associated therewith, is acceptable in lieu of obtaining an original paper Contract or copy of an original paper Contract signed with a pen and ink signature, provided that:

- The Electronic Contract process is managed by a licensed real estate broker
- The Electronic Contract otherwise complies with all of Freddie Mac's requirements
- The Electronic Contract is true, complete, accurate and duly signed by the parties
- Any affidavits or other notarized documents associated with such Electronic Contract must be original paper documents signed with pen and ink signatures and must be notarized and stamped with a traditional notary seal, if applicable

(b) REO Contracts

An Electronic REO Contract, for the purchase and sale of residential real estate, signed by Freddie Mac (or its designee) as the seller of the REO and/or the buyer of the REO using an Electronic Signature is acceptable in lieu of obtaining an original signed paper Contract or copy of an original paper Contract signed with a pen and ink signature, provided that:

- The Electronic Contract process is managed by a licensed real estate broker
- The Electronic Contract otherwise complies with all of Freddie Mac's requirements
- The Electronic Contract is true, complete, accurate and duly signed by the parties
- Any required affidavits or other notarized documents associated with such Electronic Contract must be original paper documents signed with pen and ink signatures and must be notarized and stamped with a traditional notary seal, if applicable

(c) Short sale Contracts

Short sale Contracts, for the purchase and sale of residential real estate, signed by the seller and/or the buyer of the real estate using Electronic Signatures is acceptable in lieu of a paper original or copy of a paper original Contract signed with a pen and ink signature, provided that:

- The Electronic Contract process is managed by a licensed real estate broker
- The Electronic Contract otherwise complies with all other Freddie Mac requirements
- The Electronic Contract is true, complete, accurate and duly signed by the parties
- Any required Short sale affidavits or other notarized documents associated with such Short sale Contract, must be original paper documents signed with pen and ink signatures and must be notarized and stamped with a traditional notary seal, if applicable

1401.14: Electronic Recording of Paper Closing Documents (03/02/16)

Mortgages closed in States in which the Seller may electronically Record paper Security Instruments and other paper closing documents (collectively, "Paper Closing Document(s)") are eligible for purchase by Freddie Mac, provided that:

- The Seller confirms that the Electronic copy of the Paper Closing Document(s) to be recorded is received by the Public Recording Office for recording
- The Seller receives an Electronic or paper copy of the: (i) recorded copy of the Paper Closing Document(s) or (ii) other form of Public Recording Office official confirmation of the recording of the Paper Closing Document(s), with the recording information thereon
- The original paper Security Instrument or any other Paper Closing Document(s), duly executed by the Borrower, is maintained as a paper Security Instrument (or any other Paper Closing Document(s)) together with the paper or Electronic copy of the recorded Security Instrument (or any other Paper Closing Document(s)) received by the Seller from the Public Recording Office, with the recording information thereon
- The Note is paper and is signed by the Borrower in writing with a pen and ink and is delivered to Freddie Mac as a paper Note
- The title insurer makes no exception in the final title insurance policy with respect to the fact that the Security Instrument (or any other Paper Closing Document(s)) was recorded by

delivering an Electronic copy of the Security Instrument (or any other Paper Closing Document(s)) to the Public Recording Office and electronically recorded

- The Seller represents and warrants to, and covenants with, Freddie Mac that the: (i) Security Instrument has been duly recorded and is a valid, effective and enforceable first lien; and (ii) any other Paper Closing Document(s) has been duly recorded and is a valid, effective and enforceable document

- The Seller represents and warrants to, and covenants with, Freddie Mac that the electronically recorded copy of the Security Instrument (or any other Paper Closing Document(s)) complies with E-SIGN and/or the UETA, as applicable

1401.15: Electronic Recording of Electronic Closing Documents (03/02/16)

Mortgages closed in States in which the Seller may electronically record an Electronic Security Instrument or any other Electronic closing document (collectively, "Electronic Closing Document(s)"), are eligible for purchase by Freddie Mac, provided that:

- The Seller confirms that the copy of the Electronic Closing Document(s) is in an Electronic document format permitted for receipt and recording by the Public Recording Office

- The Seller receives an Electronic or paper copy of the: (i) recorded Electronic Closing Document; or (ii) other form of Public Recording Office official confirmation of the recording of the Electronic Closing Document(s), with the recording information thereon

- The Note is paper and is signed by the Borrower in writing with a pen and ink and is delivered to Freddie Mac as a paper Note

- The title insurer makes no exception in the final title insurance policy with respect to fact that the Electronic Security Instrument (or any other Electronic Closing Document(s)) was recorded by delivering an Electronic copy of the Electronic Security Instrument (or any other Electronic Closing Document(s)) to the Public Recording Office and electronically recorded

- The Seller represents and warrants to, and covenants with, Freddie Mac that: (i) the Electronic Security Instrument has been duly recorded and is a valid, effective and enforceable first lien; and (ii) any other Electronic Closing Document(s) has been duly recorded and is a valid, effective and enforceable closing document

- The Seller represents and warrants to, and covenants with, Freddie Mac that the electronically recorded Electronic Security Instrument (and any other Electronic Closing Document(s)) complies with E-SIGN and/or the UETA, as applicable

- The Seller stores the Electronic Security Instrument (and any other Electronic Closing Document(s)) in an Electronic vault System that will ensure the Electronic Security Instrument (or any other Electronic Closing Document(s)) remains valid, effective and enforceable for the life of the Mortgage

1401.16: Electronically Notarized Electronic Closing Documents (03/02/16)

Mortgages in which Electronic Notarization was used in connection with the Electronic Security Instrument or other Electronic Closing Documents, are eligible for purchase by Freddie Mac, provided that:

- The notary public is licensed and domiciled in the State in which the Mortgaged Premises is located and the Electronic Notarization law was enacted

- The title insurer must not make any exceptions in the final title insurance policy, regarding the fact that the Electronic Security Instrument (or any other Electronic Closing Document(s)) was electronically created, executed, witnessed, and if applicable, notarized and recorded

- The Seller represents and warrants to, and covenants with, Freddie Mac that each: (i) Electronic Security Instrument that has been electronically signed, notarized and recorded is a valid, effective and enforceable first lien; and (ii) any other Electronic Closing Document(s) that has been electronically signed, notarized and recorded is a valid, effective and enforceable closing document

- The Seller represents and warrants to, and covenants with, Freddie Mac that each Electronic Security Instrument and any other Electronic Closing Document(s) that has been electronically signed, notarized and electronically recorded complies with the UETA and/or E-SIGN, as applicable

1401.17: Electronic transactions conducted between Servicer and Borrower (03/02/16)

In lieu of having the Servicer or Borrower, as applicable, prepare, sign and send, return, or submit paper documents, such as Form 710, Uniform Borrower Assistance Form, explanation letters, modification agreements for modifications under the Home Affordable Modification Program, solicitation letters, evaluation notices and other forms and documents in connection with consideration for a reinstatement, relief or workout option as required in Chapters 9102, 9201, 9203, 9204 and 9205 (such documents referred to as “loss mitigation documents”), the Servicer may either:

- Mail, fax or electronically transmit copies of the loss mitigation documents (excluding letters a Borrower must provide) to a Borrower or permit a Borrower to copy, print or download a copy of the loss mitigation documents via a secure Servicer-provided Internet web site and permit the Borrower to complete, sign and fax copies (or e-mail copies) of the signed loss mitigation documents to the Servicer (Note: Under some State laws, an individual may not be required to transmit his/her Social Security number over an unsecured Electronic channel), or

- Give the Borrower a secure means of access through which a Borrower may prepare and electronically sign loss mitigation documents (including letters a Borrower must provide) and submit them to Servicer.

Except as set forth in Section 9205.20, for purposes of this section, a loan modification agreement is not a loss mitigation document and may not be electronically transmitted (faxed, e-mailed or otherwise sent electronically) by the Borrower to the Servicer. The Servicer may transmit a loan modification agreement electronically to the Borrower, but the Borrower must print, sign and return an original paper loan modification agreement to the Servicer. The only exception to the foregoing is a HAMP eModification Agreement, as defined in Chapter 9205.

In the event the Servicer permits Borrowers to provide any of the loss mitigation documents as Electronic Records, the Servicer:

- May create an Electronic substitute for Form 710 and any other required forms, provided that the information requested is the same information requested on Form 710 and the other required forms

- Must comply with all applicable requirements in the Guide and other Purchase Documents, including, but not limited to, Chapter 1401

- Must consult with its legal counsel to determine that the Servicer's use of fax and/or other Electronic copies of loss mitigation documents, complies with the requirements of the federal Electronic Signatures in Global and National Commerce Act (E-SIGN) and/or the Uniform Electronic Transaction Act (UETA), as enacted in the jurisdiction in which the property securing each Mortgage is located, as applicable, and all other applicable laws

- Must use security measures, processes and procedures that protect the confidentiality and privacy of the Borrowers' personal and financial information in accordance with all applicable laws, including, without limitation, the Gramm-Leach-Bliley Act and its implementing regulations

- Must securely store and maintain all such Electronic Records for the same period of time as required by the Guide and other applicable Purchase Documents for paper forms and other loss mitigation documents

- Represents and warrants to Freddie Mac that the loss mitigation documents prepared, signed and submitted by a Borrower electronically are authentic and enforceable against the Borrower

- Must provide Borrowers with fax numbers, e-mail addresses, web site addresses and/or other Electronic transmission destinations specifically dedicated to the secure receipt and, if applicable, storage of such Electronic Records

The Servicer acknowledges and agrees that Freddie Mac's above consent to the Servicer's conducting Electronic Transactions with Borrowers is limited to Electronic Transactions and communications between the Servicer and Borrowers in connection with the preparation, execution and submission of loss mitigation documents. The Servicer must continue to provide loss mitigation documents and information to Freddie Mac in the manner required by the Guide and other Purchase Documents. The Servicer may not permit Borrowers to submit any loss mitigation documents directly to Freddie Mac electronically without Freddie Mac's express written or Electronic consent.

Servicers must obtain a Borrower's express consent in accordance with E-SIGN before permitting a Borrower to use Electronic Records and Electronic Signatures in connection with the execution and/or delivery of any loss mitigation documents, communications or other servicing documents. In addition, Servicers must continue to provide and accept all loss mitigation documents on paper for Borrowers who choose not to use Electronic Records and Electronic Signatures. Under no circumstances may a Borrower be required to use Electronic Records and Electronic Signatures.

In addition, the Servicer acknowledges and agrees that the provisions of section 101 of E-SIGN (which permits the use of Electronic Signatures and Electronic Records) do not apply to any notice of default, acceleration, repossession, foreclosure, or eviction, or the right to cure, under a credit agreement secured by, or a rental agreement for, a primary residence of an individual. Accordingly, all such notices must be in writing and delivered in accordance with otherwise applicable State and/or federal law to Borrowers and all individuals on the title to the Mortgaged Premises.

1401.18: Representations, warranties and covenants for Eligible Electronic Transactions engaged in or conducted by the Seller/Servicer with Freddie Mac (03/02/16)

The Seller/Servicer represents and warrants to, and covenants with, Freddie Mac, that:

- The Seller/Servicer's Systems are compatible with Freddie Mac's Systems and the Seller/Servicer is able to receive, view, retrieve, print, send and store Electronic Records in connection with conducting Eligible Electronic Transactions with Freddie Mac

- The Seller/Servicer's Systems permit the Seller/Servicer to deliver Electronic Records, with or without Electronic Signatures, to Freddie Mac

- Copies of paper Records and Electronic Records, delivered to Freddie Mac have been duly authorized by the Seller/Servicer and are true, complete and correct

- Records delivered to Freddie Mac which have a copy or representation of the Seller/Servicer's representative's written signature or Electronic Signature affixed thereto, attached thereto or logically associated therewith, shall be conclusive verification that the Seller/Servicer: (i) duly authorized the completion, execution and delivery of such Records to Freddie Mac; and (ii) intended to be bound and is bound by the terms and conditions in such Records

- The Seller/Servicer waives any and all defenses, claims, counterclaims and/or assertions that Records delivered to Freddie Mac with the Seller/Servicer's representative's written signature or Electronic Signature affixed thereto, attached thereto or logically associated therewith, was not authorized by the Seller/Servicer

- The Seller/Servicer shall also be bound to such terms and conditions in such Records if Seller/Servicer: (i) performs any of the duties or undertakes any of the obligations set forth in such Records; or (ii) uses any of the services, rights, privileges or benefits made available to the Seller/Servicer in such Records

- If the Seller/Servicer is required or permitted by Freddie Mac to conduct Eligible Electronic Transactions, the Seller/Servicer shall not alter any language, the organization of information or the display of information in any Freddie Mac forms, documents, exhibits, uniform instruments or any other paper Records or Electronic Records used in connection with any such Eligible Electronic Transactions without Freddie Mac's express written consent

1401.19: Representations, warranties and covenants for Eligible Electronic Transactions engaged in or conducted by the Seller/Servicer's TPPs (03/02/16)

The Seller/Servicer represents and warrants to, and covenants with, Freddie Mac that:

- Each TPP's Systems are compatible with the Seller/Servicer's Systems

- Each TPP's Systems are able to readily print, store, send, receive, store and retrieve Electronic Records or Electronic Signatures that may be sent to the Seller/Servicer or received from the Seller/Servicer in connection with conducting Eligible Electronic Transactions

- Records or Electronic Records delivered to the Seller/Servicer by any TPP that contain a copy or representation of the TPP's representative's written signature or Electronic Signature affixed thereto, attached thereto or logically associated therewith, is valid, enforceable, effective and has been duly authorized by the TPP

- Electronic Records delivered to the Seller/Servicer by the Seller/Servicer's TPPs (with or without the Electronic Signatures) are true, correct and complete Electronic Records and the TPPs are bound by the terms and conditions in such Electronic Records

- The Seller/Servicer waives any and all defenses, claims, counterclaims and/or assertions that any Electronic Records delivered to the Seller/Servicer by the TPPs (with or without Electronic Signatures) were not authorized by the TPPs

1401.20: Indemnification (03/02/16)

With respect to all Electronic Transactions engaged in or conducted by the Seller/Servicer with Freddie Mac or all Electronic Transactions conducted by the TPPs with the Seller/Servicer, the Seller/Servicer agrees to indemnify, defend and hold Freddie Mac and Freddie Mac's technology provider(s) harmless from and against any and all losses, costs, claims, actions, damages including, but not limited to, indirect, incidental, special or consequential damages, whether foreseeable or not, liabilities, judgments, legal fees, counterclaims or defenses that Freddie Mac or Freddie Mac's technology provider(s) become subject to or incur as a result of any challenge, dispute or lawsuit relating to:

- The loss, theft, unauthorized or improper disclosure or use of Confidential Means of Access to Freddie Mac's Systems caused by the errors, omissions or negligence of the Seller/Servicer or its TPPs

- The destruction, corruption, malfunction or appropriation of, or damage or change to any part of Freddie Mac's Systems, Electronic Records, Electronic Signatures or data (e.g., financial information, proprietary information, confidential information or personal private information) stored in Freddie Mac's Systems, caused by the Seller/Servicer's or the Seller/Servicer's TPPs' errors, omissions or negligence

- The Seller/Servicer's or the Seller/Servicer's TPPs' failure to adopt, maintain and administer minimum security standards to safeguard and protect Freddie Mac's Systems from unauthorized persons, malicious software or other harmful computer information, commands, codes or programs

- The Seller/Servicer's or the Seller/Servicer's TPPs' claim or defense that certain Electronic Transactions conducted by the Seller/Servicer or the Seller/Servicer's TPP were not authorized by the Seller/Servicer, the Seller/Servicer's TPPs or any other party, or that certain Records or Electronic Records (with or without Electronic Signatures) delivered to Freddie Mac were not authorized by the Seller/Servicer or the Seller/Servicer's TPPs or any other party

- The Seller/Servicer's or any of the Seller/Servicer's TPPs' signature, Electronic Signature, Record or Electronic Record is (or are) Electronic

- The Seller/Servicer's repudiation of:
  - The Seller/Servicer's signature or Electronic Signature affixed to, attached to or logically associated with a Record or Electronic Record (or copy thereof) delivered to Freddie Mac, or
  - A copy or representation of the Seller/Servicer's representative's signature or Electronic Signature affixed to, attached to or logically associated with a Record or Electronic Record that has been sent to Freddie Mac by the Seller/Servicer using a fax machine, computer or other Electronic device and received by Freddie Mac using a fax machine, computer or other Electronic device as a Record or Electronic Record
- The Seller/Servicer's TPPs' repudiation of:
  - A copy or representation of any TPP's representative's written signature or Electronic Signature affixed to, attached to or logically associated with a Record or Electronic Record (or copy thereof) delivered to the Seller/Servicer
  - A copy or representation of any TPP's representative's written signature or Electronic Signature, that is affixed to, attached to or logically associated with a Record or Electronic Record that has been sent to the Seller/Servicer by the Seller/Servicer or the Seller/Servicer's TPP using a fax machine, computer or other Electronic device, and received by the Seller/Servicer or Freddie Mac, using a fax machine, computer or other Electronic device, as a copy of the Record or Electronic Record
- The authenticity, validity, enforceability or effectiveness of any Record, Electronic Record or Electronic Signature delivered to Freddie Mac by the Seller/Servicer or delivered to the Seller/Servicer by the Seller/Servicer's TPPs

1401.21: Electronic Transaction liability (03/02/16)

Freddie Mac shall not be liable to the Seller/Servicer or any other party participating in any Electronic Transactions for any delays or other failures in performing Freddie Mac's obligations under any Eligible Electronic Transactions where such delay or failure:

- Is caused by any event beyond Freddie Mac's control
- Could not be reasonably foreseen at the time of the Electronic Transaction
- The consequences of which could not be avoided or overcome, or
- Is caused by Freddie Mac's, the Seller/Servicer's, the Correspondent's and/or Mortgage Broker's or any other party's Internet service provider

In addition, Freddie Mac shall not be liable to the Seller/Servicer or any other party participating in any Electronic Transactions for indirect, incidental, special or consequential damages of any type arising out of or relating in any manner to the electronic transmission of Records, Electronic Records or Electronic Signatures whether under contract, tort or any other theory of liability, even if Freddie Mac is aware of the possibility of such damages.

The Seller/Servicer and any other party participating in Electronic Transactions, shall be liable for any and all losses, costs, expenses, legal fees and/or damages including, but not limited to, indirect, incidental, special or consequential damages, whether foreseeable or not, incurred by Freddie Mac or Freddie Mac's technology provider and which are the result of the Seller/Servicer's, the Seller/Servicer's technology provider's, the Correspondent's and/or Mortgage Broker's or any other party's failure to comply with Freddie Mac's requirements in connection with conducting Eligible Electronic Transactions.

1401.22: Law governing Electronic Transactions (03/02/16)

The law governing Electronic Transactions shall be E-SIGN and/or the UETA, as enacted by an applicable State. Under no circumstances will any Electronic Transaction be governed by the Uniform Computer Information Transactions Act (UCITA), unless Freddie Mac expressly agrees in a written or Electronic amendment to the Seller/Servicer's Purchase Documents.

Chapter 1501: Seller Master Agreements, Master Commitments and Guide Plus Additional Provisions

1501.1: Master Agreements and Master Commitments (03/02/16)

This chapter covers the terms relating to Master Agreements, Master Commitments and Guide Plus Additional Provisions. See Section 1501.3 for information specific to Guide Plus Additional Provisions.

(a) Binding contract

Freddie Mac and Sellers may enter into Master Agreements and/or Master Commitments that provide Seller-specific, negotiated terms for the purchase and sale and Servicing of Mortgages. Based on negotiations with the Seller, Freddie Mac will prepare and forward to the Seller the Master Agreements and/or Master Commitments, executed by Freddie Mac.

A binding contract between Freddie Mac and the Seller is established when the following occur, as applicable:

Document	Actions by Seller to Indicate Acceptance of Terms of the Contract
Master Agreement	Seller executes and returns the Master Agreement
Master Commitment issued under a Master Agreement	If the Master Agreement does not require execution of the Master Commitment by the Seller: Seller delivers Mortgages under the Master Commitment; the Seller's delivery of Mortgages constitutes acceptance of all terms and conditions of the Master Commitment In all other cases, the Seller executes and returns the Master Commitment
Master Commitment not issued under a Master Agreement	Seller executes and returns the Master Commitment

(b) Amendments to Master Agreements and/or Master Commitments

From time to time, Freddie Mac will prepare and forward to the Seller amendments to Master Agreements and/or Master Commitments. Based on negotiations, Freddie Mac and the Seller may enter into amendments with Seller-specific, negotiated terms that either (i) amend existing terms of the Master Agreement or Master Commitment, as applicable, or (ii) add new provisions to the Master Agreement or Master Commitment, as applicable. Freddie Mac may also issue amendments under a Master Agreement, Master Commitment or Guide provision that allow Freddie Mac to amend, supplement, revise or terminate a provision.

Amendments become binding:

- On the date Freddie Mac and the Seller have executed the amendment and the Seller has returned the executed amendment; or

- On the date stated in the amendment, when Freddie Mac has issued the amendment under a Master Agreement, Master Commitment or Guide provision that allows Freddie Mac to amend, supplement, revise or terminate a provision; or

- If either the Master Agreement or Master Commitment, as applicable, does not require the Seller to execute the amendment, when the Seller has delivered Mortgages under the Master Agreement or Master Commitment, as applicable; the Seller's delivery of Mortgages is deemed to be acceptance of all terms and conditions of the amendment

Amendments are effective on the date specified by Freddie Mac.

(c) Transmission of Master Agreements, Master Commitments and/or Amendments

When Freddie Mac forwards to the Seller the Master Agreement and/or Master Commitment, or an amendment to the Master Agreement or Master Commitment (collectively, the Master Agreement, the Master Commitment and the amendment are referred to as the "Document") and if execution of the Document by the Seller is required, the Seller will have a time period specified in the Document to execute and return the Document either:

- By facsimile transmission to the fax number contained in the cover letter accompanying the Document, or

- As an Electronic Record attached to an Internet e-mail transmission sent to an e-mail address specifically and expressly authorized by Freddie Mac and provided to the Seller

The execution and delivery of a Document as stated above is an Eligible Electronic Transaction, as defined in and governed by Chapter 1401.

A Seller's failure to execute and return the executed Master Agreement, and/or, if required, Master Commitment, or, if required, the amendment within the specified period may, at Freddie Mac's option, render Freddie Mac's offer null and void.

(d) Part and section headings of Master Agreements and Master Commitments

Part and section headings set forth in Master Agreements and/or Master Commitments are for convenience of reference only and will not be construed as part of the Master Agreement and/or Master Commitment.

(e) Defined terms

Capitalized terms used in a Master Agreement and/or Master Commitment and not otherwise defined in the Master Agreement and/or Master Commitment shall have the meanings ascribed to them in the Guide. References in a Master Agreement and/or Master Commitment to Freddie Mac's Mortgage Products and delivery programs shall have the meanings ascribed to them in the Guide.

1501.2: Terms of Master Agreements and Master Commitments (03/02/16)

(a) Master Agreements

The Master Agreement sets forth terms relating to the purchase and sale of Mortgages, including:

1. The Maximum Master Agreement Amount

2. The Required Delivery Date for deliveries under the Master Agreement

3. Any restrictions on the delivery program that may be used (Cash program only; Guarantor program only; Guarantor and MultiLender Swap programs only; Cash and Guarantor and MultiLender Swap programs), subject to the requirements of the Purchase Documents

4. Any Mortgage Products or programs not eligible for sale under the Guide

5. Any negotiated provisions that may vary from the provisions of the Guide

6. Any other relevant terms and conditions

From time to time, Freddie Mac may negotiate alternative Master Agreement structures that do not include some or all of the above provisions.

(b) Master Commitment(s), when issued under a Master Agreement

The Master Commitment, when issued under a Master Agreement, incorporates the terms of the Master Agreement and sets forth the remaining terms relating to the purchase and sale of Mortgages under the Master Agreement, including:

1. The Master Commitment Amount

2. The Effective Date for Delivery, if applicable

3. The Required Delivery Date

4. Any negotiated provisions that may vary from the Guide or the Master Agreement

5. Whether delivery is mandatory (that is, the Seller is obligated to sell Mortgages under the Master Commitment) or optional (that is, the Seller has the option to sell Mortgages under the Master Commitment)

6. For mandatory Master Commitments, a stated tolerance for purchases that are either in excess of or less than the Master Commitment Amount

7. The Required Spreads for Mortgages Eligible for sale under the Guarantor and MultiLender Swap programs. Required Spreads for all Mortgages delivered under these programs are increased by the amount stated in Exhibit 19RS, Required Spread Add-On. For Mortgages sold through the Selling System℠, the amount of the Required Spread Add-On will appear in the Selling System as a Gfee Add-On. For all other delivery paths and executions, the increase stated in Exhibit 19RS will be reflected in the pricing provided to Sellers.

8. Whether the Seller may sell Mortgages with recourse. Mortgages sold under a Master Commitment issued under a Master Agreement will be sold without recourse subject to any other specified requirements as to certain provisions or credit enhancement, unless otherwise stated in the Purchase Documents

9. Any other relevant terms and conditions

(c) Master Commitment(s) issued without a Master Agreement

A Master Commitment issued without a Master Agreement sets forth all the terms relating to the purchase and sale of Mortgages, including:

1. The Master Commitment Amount

2. The Effective Date of Delivery, if applicable

3. The Required Delivery Date

4. Whether delivery is mandatory (that is, the Seller is obligated to sell Mortgages under the Master Commitment) or optional (that is, the Seller has the option to sell Mortgages under the Master Commitment)

5. For mandatory Master Commitments, a stated tolerance for purchases that are either in excess of or less than the Master Commitment Amount

6. Any restrictions on the delivery program that may be used (Cash program only; Guarantor program only; Guarantor and MultiLender Swap programs only; Cash and Guarantor and MultiLender Swap programs), subject to the requirements of the Purchase Documents

7. Any Mortgage Products or programs not eligible for sale under the Guide

8. Any negotiated provisions that may vary from the provisions of the Guide

9. Whether the Seller may sell Mortgages with recourse. Mortgages sold under a Master Commitment without a Master Agreement will be sold without recourse subject to any other specified requirements as to certain provisions or credit enhancement, unless otherwise stated in the Purchase Documents.

10. The Required Spreads for Mortgages eligible for sale under the Guarantor and MultiLender Swap programs. Required Spreads for all Mortgages delivered under these programs are increased by the amount stated in Exhibit 19RS. For Mortgages sold through the Selling System, the amount of the Required Spread Add-On will appear in the Selling System as a Gfee Add-On. For all other delivery paths and executions, the increase stated in Exhibit 19RS will be reflected in the pricing provided to Sellers.

11. Any other relevant terms and conditions

(d) Changes to Master Agreements and Master Commitments

Freddie Mac may amend, supplement, revise or terminate the provisions of a Seller's Master Agreement or Master Commitment, in whole or in part, upon written notice during the term of the Master Agreement or Master Commitment. For Master Agreements that do not have a Required Delivery Date, the terms and conditions of the Master Agreement remain in full force and effect unless or until Freddie Mac provides the Seller with written notice of a change to all or part of the Master Agreement. Such changes are effective as of the date specified in the written notice.

An amendment to the Guide that affects any negotiated provision of the Seller's Master Agreement or Master Commitment is effective as of the date specified by Freddie Mac in a written notice to the Seller indicating how the negotiated provision will be affected by the Guide amendment. The notice may be provided in a Bulletin.

1501.3: Guide Plus Additional Provisions (03/02/16)

Certain Sellers may be eligible to deliver Mortgages in accordance with the requirements of Guide Plus Additional Provisions. The Seller's delivery of Mortgages constitutes acceptance of all terms and conditions of the Guide Plus Additional Provisions, as amended from time to time.

(a) Accessing Guide Plus Additional Provisions

(i) Guide Plus Additional Provisions

Access to Guide Plus Additional Provisions will be provided to the Seller through AllRegs®.

(ii) Authorized Users

The Seller must authorize a designated representative ("Guide Access Manager") to be responsible for providing and maintaining user access to Guide Plus Additional Provisions. An authorized representative of the Seller must sign and submit Form 905, Guide Access Manager Authorization Form, designating the Guide Access Manager to the Guide Plus mailbox at **guideplus@freddiemac.com**. The Seller must submit a new Form 905 each time a new Guide Access Manager is designated; submission and completion of Form 905 is not required to add or delete employee users who are not Guide Access Managers. The Seller, through the designated Guide Access Manager, is responsible for authorizing and managing employee access to Guide Plus through AllRegs.

The Seller must safeguard and protect the User IDs, passwords and Personal Identification Numbers (PINs) that allow the Seller to access Guide Plus terms, and adopt security measures to prevent their loss, theft or unauthorized disclosure or use.

(b) Changes to Guide Plus Additional Provisions

Freddie Mac reserves the right to amend, supplement, revise or terminate any or all of the Seller's Guide Plus Additional Provisions. All updates and notifications related to Guide Plus Additional Provisions will be announced through notification e-mails from mailbox, **announcements@allregs.com**, or from **guideplus@freddiemac.com** and may also be published in the Announcements section of the AllRegs web site. E-mail communications and/or publication constitute written communication and notice from Freddie Mac. Amendments are effective on the date specified by Freddie Mac.

The Seller is responsible for ensuring spam filters are set to allow e-mails from the e-mail addresses above and must comply with all amendments to Guide Plus Additional Provisions, regardless of the Seller's spam filter settings and regardless of whether the Seller has unsubscribed from the e-mail notifications.

(c) Consent to conduct Electronic Transactions

The Seller's consent to conduct Electronic Transactions with Freddie Mac under Chapter 1401 applies to Electronic Transactions conducted in connection with Guide Plus Additional Provisions, including, but not limited to, using Records, Electronic Records and Electronic Signatures in accordance with Chapter 1401.

1501.4: Contracts, delivery programs and procedures (03/02/16)

The Seller must fulfill its obligation, with respect to mandatory Master Commitment(s), or may exercise its option, with respect to optional Master Commitments, to sell Mortgages by entering into:

- Fixed-Rate Cash and WAC ARM Cash Contracts
- Fixed-Rate Guarantor Contracts or WAC ARM Guarantor Contracts under the Guarantor program or MultiLender Swap Contracts under the MultiLender Swap program, or
- Both cash contracts and Guarantor or MultiLender Swap contracts

(a) Cash contracts

The Seller may sell Mortgages under the Cash program to Freddie Mac using the functionality that Freddie Mac, in its sole discretion, makes available to the Seller. The provisions of the Purchase Documents, including but not limited to, Chapters 2402, 6101 and 6102, any additional Guide chapters providing for use of specific Selling System℠ functionality, and any additional terms and conditions contained within the Selling System, will apply to the sale of Mortgages for cash.

(b) Guarantor and MultiLender Swap contracts

If Required Spreads are stated in the Master Commitment for a Mortgage Product or the Master Commitment describes a process or method for obtaining the applicable Required Spreads, the Seller may sell those Mortgage Products to Freddie Mac as set forth in Section 6201.1 under the Guarantor program and, subject to the terms of the Purchase Documents, the MultiLender Swap program in exchange for:

- Gold PC®s
- Giant PCs
- WAC ARM PCs

1501.5: Credit toward a Master Agreement and/or Master Commitment (03/02/16)

The aggregate UPB of Mortgages purchased pursuant to Purchase Contracts taken out under the Guarantor or MultiLender Swap programs will be credited to the Maximum Master Agreement Amount and to the Master Commitment Amount. Such Purchase Contracts will be so credited until Freddie Mac has purchased Mortgages having an aggregate UPB equal to the Master Commitment Amount, including the allowable purchase tolerance, or the aggregate UPB of Mortgages purchased under a Master Agreement is equal to the Maximum Master Agreement Amount, or until the Required Delivery Date, whichever occurs first.

Unless the Master Commitment provides otherwise, cash purchases are eligible to fulfill the Master Commitment. At the Seller's request, the aggregate UPB of Mortgages specified in any Cash Purchase Contract may be credited to the Seller's outstanding Master Commitments. For any Seller that concurrently has two or more Master Commitments outstanding, the allocation of cash contracts will be made to the Master Commitment number specified when entering into the cash contract.

1501.6: Contract tolerances, pairoffs (03/02/16)

Purchase tolerances for Master Commitments are set forth in the Master Commitment and apply only to the Contract Commitment Amount specified in the Master Commitment.

In the event the Seller delivers Mortgages with an aggregate UPB greater than the Contract Commitment Amount of the applicable Master Commitment plus the purchase tolerance set forth in the Master Commitment, Freddie Mac reserves the right to charge a fee if it agrees to accept the delivery.

A Cash Purchase Contract is subject to:

- The purchase tolerances applicable to Cash Purchase Contracts for fixed-rate Mortgages and ARMs and
- Pairoff fees as set forth in Section 6401.1

The Seller may pair off a mandatory Master Commitment in accordance with the procedures set forth in Section 6401.1. Any pairoff fees assessed for failure to fulfill a mandatory Master Commitment shall be in addition to the pairoff fees assessed for failure to satisfy the mandatory delivery requirements for fixed-rate Mortgages or for ARMs delivered under Cash Purchase Contracts.

1501.7: Remittance cycles (03/02/16)

If the Seller is required to use a particular remittance cycle for all contracts taken out under a Master Commitment, the Master Commitment will include a statement to that effect. If no remittance cycle has been required in the Master Commitment, the Seller may elect any permitted remittance cycle when taking out the contract.

When the Seller elects a remittance cycle when taking out a contract that is different from the remittance cycle reflected in the Master Commitment:

- Such feature will be offered under the terms generally made available by Freddie Mac at the time the Seller enters into the conversion
- The Required Spreads set forth in the Master Commitment or the price paid under a Cash Purchase Contract, as applicable, will be adjusted accordingly
- The applicable Fixed-Rate Guarantor Contract, WAC ARM Guarantor Contract, MultiLender Swap Contract or Cash Purchase Contract will set forth such terms with respect to the feature as specified by Freddie Mac

1501.8: Revocation of Master Agreement and/or Master Commitment (03/02/16)

The terms, provisions and any waivers of Guide requirements set forth in the Master Agreement and/or Master Commitment are expressly conditional upon:

- Compliance by the Seller with the terms and conditions set forth in the Master Agreement and/or Master Commitment, the Guide and the other Purchase Documents, and
- The truth and accuracy of the representations and warranties made by the Seller under the Purchase Documents

In the event of a breach by the Seller of any of the Purchase Document terms and conditions or in the event any representation or warranty proves to have been untrue at the time made, Freddie Mac may immediately revoke the Master Agreement and/or Master Commitment in whole or in part for future deliveries.

Chapter 2101: Seller/Servicer Institutional Eligibility

2101.1: Eligibility criteria (03/02/16)

An institution must be approved by Freddie Mac as a Seller/Servicer before it can sell Mortgages to or service Mortgages for Freddie Mac. Once approved, the Seller/Servicer must comply with all the applicable requirements in the Purchase Documents, including the requirements in this chapter.

The Seller/Servicer warrants that at all times it shall:

- Be a viable organization and, as applicable, able effectively to:
  - Originate or otherwise acquire Mortgages acceptable for sale to Freddie Mac and/or
  - Service Mortgages in a manner acceptable to Freddie Mac
- Maintain an Acceptable Net Worth (see Section 2101.2)
- Comply with any additional requirements, as deemed appropriate by Freddie Mac in its sole discretion. Freddie Mac will provide Seller/Servicer with notice of any additional requirements
- Provide audited or Reviewed Financial Statements, as may be required by Freddie Mac, at the time of approval and otherwise as may be required by Freddie Mac, including audited or Reviewed Financial Statements for the Seller/Servicer's parent, subsidiaries, and affiliates
- Maintain fidelity and errors and omissions insurance coverages as set forth in Sections 2101.6 through 2101.9
- Maintain a quality control program that is acceptable to Freddie Mac (see Chapter 3402), and
- Be able to demonstrate to Freddie Mac's satisfaction, that it has sufficient capitalization, profitability, liquidity and funding sources to support its ongoing operations and its commitments to Freddie Mac

Freddie Mac's determinations regarding Seller/Servicer's compliance with the warranties listed above shall be conclusive and in Freddie Mac's sole discretion.

2101.1: Eligibility criteria (Future effective date 05/02/16)

An institution must be approved by Freddie Mac as a Seller/Servicer before it can sell Mortgages to or service Mortgages for Freddie Mac. Once approved, the Seller/Servicer must comply with all the applicable requirements in the Purchase Documents, including the requirements in this chapter.

The Seller/Servicer warrants that at all times it shall:

- Be a viable organization and, as applicable, able effectively to:
  - Originate or otherwise acquire Mortgages acceptable for sale to Freddie Mac and/or
  - Service Mortgages in a manner acceptable to Freddie Mac
- Maintain an Acceptable Net Worth (see Section 2101.2)
- Comply with any additional requirements, as deemed appropriate by Freddie Mac in its sole discretion. Freddie Mac will provide Seller/Servicer with notice of any additional requirements
- Provide audited or Reviewed Financial Statements, as may be required by Freddie Mac, at the time of approval and otherwise as may be required by Freddie Mac, including audited or Reviewed Financial Statements for the Seller/Servicer's parent, subsidiaries, and affiliates
- Maintain fidelity and errors and omissions insurance coverages as set forth in Sections 2101.6 through 2101.9
- Maintain a quality control program that is acceptable to Freddie Mac (see Chapter 3402), and
- Be able to demonstrate to Freddie Mac's satisfaction, that it has sufficient capitalization, profitability, liquidity and funding sources to support its ongoing operations and its commitments to Freddie Mac
- Comply with the information security and business continuity planning requirements in Chapter 1302

Freddie Mac's determinations regarding Seller/Servicer's compliance with the warranties listed above shall be conclusive and in Freddie Mac's sole discretion.

2101.2: Acceptable Net Worth and other financial requirements (03/02/16)

(a) Defined terms

Seller/Servicers should be familiar with the following terms used in this section as they relate to financial requirements:

- **Agency Mortgage Servicing:** The aggregate UPB of all Mortgages secured by 1- to 4-unit residential properties serviced for Freddie Mac, Fannie Mae and Ginnie Mae (a quarterly Chief Financial Officer certification of this information will be required). The UPB of any Mortgages for which a Servicer is engaged by another entity to service those Mortgages as a subservicer will be excluded.

- **Tangible Net Worth:** Total equity less receivables due from related entities, less goodwill and other intangible assets, less carrying value of pledged assets net of associated liabilities

- **Liquidity:** Cash and cash equivalents (unrestricted), certain investment grade securities that are available for sale or held for trade (including single-family mortgage-backed securities backed solely by Agency Mortgage Servicing, obligations of Government Sponsored Enterprises, and Treasury obligations), unused/available portion of committed Servicing advance lines (a quarterly Chief Financial Officer certification of this information will be required)

(b) Seller/Servicers that are depository institutions

Seller/Servicers that are depository institutions must at all times maintain an Acceptable Net Worth of $2,500,000 plus a dollar amount equivalent to 25 basis points of the Seller/Servicer's UPB of all Mortgages secured by 1- to 4-unit residential properties that it services directly, regardless of whether the Mortgages are owned by the Servicer or by a third-party investor. Freddie Mac will exclude from the Acceptable Net Worth calculation the UPB of any Mortgages for which a Servicer is engaged by another entity to service those Mortgages as a subservicer. Seller/Servicers that are depository institutions must maintain compliance with their applicable capital and liquidity requirements imposed by their regulators.

(c) Seller/Servicers that are not depository institutions

Seller/Servicers that are not depository institutions must at all times maintain the Acceptable Net Worth requirements applicable to depository institutions above, and must also maintain a:

- Tangible Net Worth/total assets ratio greater than or equal to 6%, and

- Liquidity equal to or exceeding 3.5 basis points times Agency Mortgage Servicing plus 200 basis points times the sum of nonperforming (90 or more days delinquent) Agency Mortgage Servicing that exceed 6% of Agency Mortgage Servicing

(d) Additional requirements

Notwithstanding the above, Freddie Mac may, as it deems appropriate and in its sole discretion:

- Modify a Seller/Servicer's Acceptable Net Worth requirement
- Impose limitations, restrictions or qualifications on the sale of Mortgages to, or the Servicing of Mortgages for Freddie Mac by any Seller/Servicer, and
- Impose additional financial requirements on any Seller/Servicer, including, but not limited to, requirements relating to liquidity and profitability, regardless of the Seller/Servicer's Acceptable Net Worth

Freddie Mac will provide the Seller/Servicer with notice of any modification to the Seller/Servicer's Acceptable Net Worth or other financial requirements, any additional requirements, and any limitations, restrictions or qualifications on the sale of Mortgages or Servicing of Mortgages.

2101.3: Activity thresholds and no- activity fee (03/02/16)

Beginning January 1, 2014, a Seller/Servicer that does not meet certain activity thresholds will be assessed a no-activity fee in the amount of $7,500.

To avoid being assessed the no-activity fee, Seller/Servicers must meet at least one of the following activity thresholds:

- Sell to Freddie Mac during the immediately preceding 36 months, or
- Service, or be a Servicing Agent for, a Mortgage portfolio for Freddie Mac as of December 31 of the immediately preceding calendar year

New Seller/Servicers are exempt from the fee until they have been approved by Freddie Mac for three years.

The no-activity fee will also be assessed for each subsequent calendar year in which the Seller/Servicer does not meet the activity threshold but remains an approved Freddie Mac Seller/Servicer. The fee will be assessed and paid in accordance with the requirements of Chapter 6303.

2101.4: Financial reporting (03/02/16)

The Seller/Servicer must at all times comply with the following reporting requirements:

- Each Seller/Servicer must submit annual audited financial statements to Freddie Mac, except that:
  - A federally insured depository institution need not submit such statements, and
  - A Seller/Servicer that is approved only to sell Mortgages to Freddie Mac may submit Reviewed Financial Statements
- Each Seller/Servicer that is a subsidiary of another institution and that is required to submit audited financial statements (as noted above) may submit audited financial statements prepared at the Seller/Servicer level or at its parent level, with a consolidating worksheet
- An annual audited report on internal controls is required only if audited financial statements are required by Freddie Mac. This internal control report should be a separate report stating whether the independent public accountant (IPA) noted any material weaknesses during the audit of the financial statements. The report should be prepared in accordance with Interpretation 1 of Statement and Auditing Standards (SAS) No. 60, "Communication of Internal Control Structure Related Matters Noted in an Audit," titled, “Reporting on the Existence of Material Weaknesses” (AICPA, Professional Standards, vol. I, AU sec. 9325).

If audited financial statements and internal control reports are required by Freddie Mac, the audited financial statements and internal control reports must be prepared by an IPA who is a licensed certified public accountant (CPA) or a public accountant licensed on or before December 31, 1970, who complies with the applicable provisions of the public accountancy law and rules of the jurisdiction(s) where the audit is conducted and the jurisdiction(s) in which the IPA is licensed.

Freddie Mac reserves the right to require audited financial statements, audited reports on internal controls, additional financial statements and other information relevant to the Seller/Servicer’s eligibility, including audited or Reviewed Financial Statements for the Seller/Servicer’s parent, subsidiaries and affiliates, at any time and regardless of the Seller/Servicer’s annual eligibility reporting requirements.

2101.5: Mortgage bankers financial reporting (03/02/16)

Each Seller/Servicer that is a mortgage banker must submit a complete and accurate Form 1055, Mortgage Bankers’ Financial Reporting Form, on a quarterly basis. For reporting purposes, mortgage bankers are firms, other than federally insured depositories, that originate Mortgages for sale in the secondary market and/or service Mortgages. This definition includes Sellers/Servicers that are mortgage banker subsidiaries of federally insured depositories.

Form 1055 must be submitted in accordance with the following requirements:

- For reporting periods ending March 31, June 30 or September 30, Form 1055 must be filed no later than 30 days after the end of the reporting period. For reporting periods ending on December 31, the Form 1055 must be filed no later than 60 days after the end of the reporting period. Mortgage bankers with fiscal years that do not end on December 31 should refer to the instructions that accompany the Form 1055 on the web site noted below before completing the report

- Form 1055 must be completed and submitted on-line at **http://www.mbfrf.org**. You may print the Form 1055 from the web site

Failure to submit a complete and accurate Form 1055 within the prescribed time frame may result in suspension or disqualification of the Seller/Servicer, at Freddie Mac's sole discretion.

2101.6: Seller/Servicer insurance requirements (03/02/16)

(a) Coverage levels

(i) Limits of insurance

The Seller/Servicer must maintain in effect, at all times and at its expense, a fidelity bond and a mortgagee's errors and omissions (E&O) insurance policy.

If the Seller/Servicer uses its parent's bond or policy, as permitted in Section 2101.6, the minimum limit of insurance must be based on the consolidated base amount for the parent and for all institutions related to the parent that are covered by the parent's bond or policy, as applicable.

Freddie Mac will accept bonds or policies that provide for an aggregate limit of insurance for a bond's or policy's term provided that the aggregate at least equals the minimum limit per loss or occurrence calculated in accordance with this Section 2101.6.

For fidelity bond and E&O insurance, the higher minimum Freddie Mac Multifamily coverage limit applies if:

- The Seller/Servicer is also a Freddie Mac Multifamily Seller/Servicer

- The required fidelity or mortgagee's E&O coverage is provided under the same insurance contract that covers both Home Mortgages and Multifamily Mortgages and

- The Freddie Mac *Multifamily Seller/Servicer Guide* requires a higher limit of fidelity or mortgagee's E&O coverage

(A) Limits of fidelity bond

The minimum acceptable limits per fidelity loss or occurrence are as follows:

Base*	Minimum required insurance limit
$100 million or less	$300,000
$500 million or less	$300,000 +0.15% of base over $100 million
$1 billion or less	$300,000 +0.15% of $400 million (i.e., $600,000) +0.125% of base over $500 million
Over $1 billion	$300,000 +0.15% of $400 million (i.e., $600,000) +0.125% of $500 million (i.e., $625,000) +0.1% of base over $1 billion

* Base = The highest of total annual Home Mortgage and Multifamily Mortgage origination, sale or servicing volume including Home Mortgages and Multifamily Mortgages held in portfolio and those sold to or serviced for others.

(B) Limits of E&O insurance

Mortgagee's E&O coverage must be maintained at a minimum limit equal to the higher of (i) $300,000 or (ii) 20% of the fidelity coverage required in the table above. If the base consists of Home Mortgages only, the limit of mortgagee's E&O insurance may be capped at $10 million.

For mortgagee's E&O insurance, Freddie Mac will accept policies providing coverage per Mortgage if the insurance limit per Mortgage is no less than the UPB of the largest Mortgage originated and/or sold by the Seller or serviced by the Servicer, whichever is highest.

For mortgagee's E&O insurance, Freddie Mac will accept a policy that provides lower limits of insurance for losses other than those caused by lack or insufficiency of property insurance on Mortgaged Premises, if any such lower limit of insurance is the maximum liability that the insurer will assume for similar losses by institutions similar to the Seller/Servicer.

Examples of calculations of the required minimum insurance limits are as follows:

Base	Calculation	Minimum required insurance limit for fidelity bond
$90 million	not applicable	$300,000*
$400 million	$300,000 +0.15% of $300 million $750,000	$750,000*
$750 million	$300,000 +0.15% of $400 million +0.125% of $250 million $1,212,500	$1,212,500*
$1.5 billion	$300,000 +0.15% of $400 million +0.125% of $500 million +0.1% of $500 million $2,025,000	$2,025,000**

* $300,000 in mortgagee's E&O coverage (the higher of $300,000 or 20% of the required fidelity coverage)

** $405,000 in mortgagee's E&O coverage (the higher of $300,000 or 20% of the required fidelity coverage)

(ii) Deductibles

The maximum deductible allowed for any one fidelity loss is the higher of:

- 5% of the minimum limit of fidelity insurance required by Freddie Mac, or
- $100,000

The maximum deductible allowed for any one mortgagee's E&O loss is the higher of:

- 5% of the minimum limit of mortgagee's E&O insurance required by Freddie Mac, or
- $100,000

The deductible may not be calculated based on the actual limit of insurance in force. For example, Freddie Mac requires a Servicer to maintain at least $5 million in fidelity insurance. The Servicer actually maintains $7 million in fidelity insurance. The maximum deductible allowed is 5% of $5 million or $250.000.

(b) Acceptable insurer

Freddie Mac will accept coverage underwritten by an insurer that is rated A- (A-minus) or better by the A.M. Best Company.

(c) Parent institution's coverage

When the Seller/Servicer is a subsidiary of an institution with fidelity and/or mortgagee's E&O insurance that meets Freddie Mac's requirements, Freddie Mac will accept the insurance of the Seller/Servicer's parent as adequate for the Seller/Servicer if:

- The Seller/Servicer is named as joint insured, and
- Coverage under the parent's policy or policies of insurance does not restrict or otherwise limit the Seller/Servicer's ability to comply with all of Freddie Mac's insurance requirements

(d) Other obligations of the Seller/Servicer

The Seller/Servicer must maintain at its offices a complete and accurate copy of its fidelity bonds and mortgagee's E&O policies for the current year and the past five years. Copies of these bonds and policies shall be provided to Freddie Mac upon request.

The Seller/Servicer authorizes Freddie Mac to obtain copies of the bonds and policies and all related information from the Seller/Servicer's insurer and/or agent or representative of the insurer.

Freddie Mac's requirements for fidelity and mortgagee's E&O insurance do not diminish, restrict or otherwise limit the Seller/Servicer's responsibilities and obligations stated in the Purchase Documents.

The Seller/Servicer must familiarize itself with the terms of the fidelity and mortgagee's E&O coverages and take all actions necessary to preserve the coverage and maximum benefits of such insurance for the Seller/Servicer and Freddie Mac, as applicable.

2101.7: Fidelity insurance coverage (03/02/16)

(a) Documentation

Fidelity insurance coverage may be documented on a bond form acceptable to Freddie Mac or on the standard bond form currently mandated by or acceptable to the government agency that has regulatory or supervisory authority over the Seller/Servicer. If the Seller/Servicer is not regulated or supervised, Freddie Mac will accept coverage documented on the bond form commonly issued to institutions similar to the Seller/Servicer. The coverage may be provided

in policy forms with names that include, but are not limited to, Fidelity Bond, Mortgage Bankers Bond, Financial Institution Bond, Financial Institution Crime Policy or Bankers Blanket Bond. Whichever policy form is relied upon to document the coverage required by Freddie Mac, the Seller/Servicer warrants that the terms of such coverage meet all of the requirements in Section 2101.7(b).

(b) Scope

Fidelity insurance coverage must protect the Seller/Servicer against loss resulting from dishonesty, theft and/or fraud committed by officers and/or employees of the Seller/Servicer as well as by persons duly authorized to act on the Seller/Servicer's behalf in the origination and/or sale of Mortgages and/or Servicing of Mortgages or REO, including, but not limited to, the following:

- Employees of outside firms while providing legal services to the Seller/Servicer or performing as data processors of checks or other accounting records for the Seller/Servicer — unless such firms have provided to the Seller/Servicer satisfactory evidence of fidelity insurance at least equal to that required of the Seller/Servicer by Freddie Mac

- Persons assigned to the Seller/Servicer through an intervening employer or agency to perform the usual duties of an employee of the Seller/Servicer on a contingent or temporary basis, and

- Interns

Fidelity insurance must also:

- Protect Freddie Mac, as an investor, against losses that Freddie Mac incurs in connection with dishonesty, theft and/or fraud committed by any partner, sole proprietor or major shareholder of the Seller/Servicer

- Not be limited solely to dishonesty, theft and/or fraud committed for improper personal gain

- Provide that the insurer will name Freddie Mac, as an investor, as sole loss payee on payment drafts the insurer issues for losses that Freddie Mac incurs in connection with acts covered by the insurance, and

- Give Freddie Mac, as an investor, the right to file a claim directly with the insurer for losses that Freddie Mac incurs in connection with acts covered by insurance, irrespective of whether the Seller/Servicer tenders a claim under the bond in connection with the events that give rise to the claim filed by Freddie Mac

2101.8: Mortgagee's E&O insurance coverage (03/02/16)

(a) Documentation

Mortgagee's E&O insurance coverage must be documented on policy forms commonly issued to institutions similar to the Seller/Servicer. The coverage may be provided in policy forms with names that include, but are not limited to, Mortgage Bankers Bond, Mortgage Errors & Omissions, Mortgage Impairment, Mortgage Holders Liability, Professional Liability or Mortgage Protection. Whichever policy form is relied upon to document the coverage required by Freddie Mac, the Seller/Servicer warrants that the terms of such coverage meet all of the requirements in Section 2101.8(b).

(b) Scope

The coverage must protect the Seller/Servicer against loss resulting from negligence, errors or omissions committed by the persons required to be covered by the Seller/Servicer's fidelity insurance, under Section 2101.7(b), while performing their duties with respect to Mortgages originated and/or sold by the Seller and/or Mortgages or REO serviced by the Servicer. Such duties include, but are not limited to, the following:

- Determining whether the Mortgaged Premises are located in Special Flood Hazard Areas (SFHA) as defined by the Director of the Federal Emergency Management Agency (FEMA)
- Ensuring that the Mortgaged Premises are insured in accordance with Chapter 8202
- Maintaining, where applicable, FHA insurance, VA guaranty or mortgage insurance on the Mortgages
- Complying with applicable reporting requirements of the FHA, VA or MI, and
- Ensuring the payment of real estate taxes and any other mandatory assessments on the Mortgaged Premises or REO

Mortgagee's E&O insurance coverage must also:

- Provide that the insurer will name Freddie Mac, as an investor, as sole loss payee on payment drafts the insurer issues for losses that Freddie Mac incurs in connection with acts covered by the insurance, and
- Give Freddie Mac, as an investor, the right to file a claim directly with the insurer for losses that Freddie Mac incurs in connection with acts covered by the insurance, irrespective of whether the Seller/Servicer tenders a claim under the policy in connection with the events that give rise to the claim filed by Freddie Mac

2101.9: Seller/Servicer insurance reporting requirements (03/02/16)

(a) Certificate of insurance

Within 30 days of obtaining or renewing fidelity and/or mortgagee's E&O insurance, the Seller/Servicer must submit to Freddie Mac **(see Directory 1)** a certificate of insurance and related documentation showing the following information:

- Name and address of insurer and insurance broker
- Bond or policy number
- The Seller/Servicer as named insured or joint named insured
- Type of insurance and coverage; limit of liability on a per loss, occurrence or mortgage basis (specify) and/or any applicable aggregate limit of coverage; and effective dates of coverage
- Deductible amounts
- Any endorsement or optional coverage modifying the original bond or policy if the endorsement or optional coverage reinforces compliance with Freddie Mac's requirements or effectively reduces the coverage required by Freddie Mac. Reference to a form number is not acceptable. A copy of the endorsement or optional coverage is required if the endorsement or optional coverage cannot be summarized substantively on the certificate.
- The insurer's agreement to notify Freddie Mac **(see Directory 1)** at least 30 calendar days before the insurer, on its own initiative, cancels or non-renews the Seller/Servicer's coverage for any reason
- The insurer's agreement to notify Freddie Mac **(see Directory 1)** within 10 Business Days after the insurer, on its own initiative, reduces or restrictively modifies the Seller/Servicer's coverage for any reason or, at the Seller/Servicer's request, cancels or non-renews the Seller/Servicer's coverage
- The insurer's agreement to notify Freddie Mac **(see Directory 1)** within 10 Business Days after the insurer's payment to the Seller/Servicer of a claim that (i) applies to a coverage written with an aggregate limit of insurance and (ii) depletes such aggregate limit of insurance by more than 50%

(b) Annual certification

The Seller/Servicer must certify compliance with Freddie Mac's requirements for fidelity and mortgagee's E&O insurance on Form 16SF, Annual Eligibility Certification Report, submitted in accordance with Sections 2101.10 and 2101.11.

(c) Notice of loss or change in coverage

The Seller/Servicer must report to Freddie Mac **(see Directory 1)** the following events within 10 Business Days of their occurrence using Form 1107SF, Seller/Servicer Change Notification Form, submitted in accordance with provisions of Section 2101.12:

- The determination that any single act of embezzlement, theft of funds or fraud or mortgagee's E&O loss has caused loss exceeding $100,000, whether or not Freddie Mac's interests are affected or a claim is filed with the insurer, or

- The receipt of a notice from the insurer that the insurer has taken or intends to take action to cancel, reduce, not renew or restrictively modify the Seller/Servicer's fidelity and/or mortgagee's E&O insurance for any reason. The Seller/Servicer must include a copy of the insurer's notice and detail the reasons for the insurer's action or intended action if not stated in the insurer's notice. The Seller/Servicer must also report its effort to obtain replacement coverage or otherwise satisfy Freddie Mac's insurance requirements.

2101.10: Annual eligibility certification (03/02/16)

Freddie Mac makes Form 16SF, Annual Eligibility Certification Report, available to each Seller/Servicer on or about the end of the Seller/Servicer's fiscal year. The Form 16SF requires certain information about the Seller/Servicer and its operations and the Seller/Servicer's certification that it continues to meet Freddie Mac's eligibility requirements and comply with the provisions and requirements of the Guide and the Seller/Servicer's other Purchase Documents. If the Seller/Servicer does not meet or comply with one or more requirements, it must identify each such failure on Form 16SF together with such information concerning remediation of such failure as Freddie Mac may request.

See Section 2101.11 for information and requirements regarding submission of Form 16SF.

2101.11: Annual reporting requirements (03/02/16)

The following must be completed as of the Seller/Servicer's fiscal year-end and submitted to Freddie Mac **(see Directory 1)** within 90 days after the end of that fiscal year:

- Form 16SF, Annual Eligibility Certification Report (see Section 2101.10)

- Audited or reviewed financial statements, as required by Section 2101.4, and

- Any other documentation requested by Freddie Mac

The Form 16SF must be submitted using Electronic Records and Electronic Signatures, as such terms are defined in Chapter 1401, via the Internet web application at the following web site address: **http://www.freddiemac.com/singlefamily/doingbusiness/acctmaintain.html.**

Any audited financial statements and auditor's reports required (see Section 2104.4) must be submitted electronically as an attachment to the Form 16SF or via e-mail to **institutional_eligibility@freddiemac.com**.

The Seller/Servicer is responsible for truthfulness, completeness and accuracy of the information in the electronically executed and submitted Form 16SF (including any required or supplemental information submitted with the Form 16SF) to the same degree as if the Seller/Servicer's duly authorized representative made the submission to Freddie Mac in paper and signed in ink.

A Seller/Servicer that is suspended from selling or Servicing Mortgages for, or is not approved to sell to or service Mortgages for, Freddie Mac is not required to submit Form 16SF unless directed to do so by Freddie Mac. Failure of any other Seller/Servicer to submit Form 16SF as set forth in this Section 2101.11 may result in suspension or disqualification of that Seller/Servicer.

2101.12: Reporting of changes in Seller/Servicer's organization or status (03/02/16)

A Seller/Servicer must complete and submit the applicable sections of Form 1107SF, Seller/Servicer Change Notification Form, to Freddie Mac **(see Directory 1)** at least 14 Business Days before any of the following events:

1. A major change in its ownership or organization, including, but not limited to, a:

   (a) Merger

   (b) Consolidation (including a regulatory agency-assisted transaction)

   (c) Transfer of stock that results in any person or entity directly or indirectly owning a percentage of stock that results in a change of control

   (d) Charter change (such as a State-chartered bank becoming federally chartered)

   (e) Conversion (such as a thrift institution converting from mutual to stock form)

   (f) Change in the Seller/Servicer's senior management

(g) Transfer of all of the Seller/Servicer's assets or assets of a mortgage-related function, without the transfer of accompanying liabilities, to a Freddie Mac-approved Seller/Servicer

2. A name change

3. A change concerning:

   (a) Affiliate relationships

   (b) External auditors

   (c) Fiscal year-end

   (d) Servicing relationships

A Seller/Servicer must complete and submit the applicable sections of Form 1107SF to Freddie Mac **(see Directory 1)** within seven Business Days after it:

1. Is terminated by a mortgage insurance company, secondary marketing agency, other investor or warehouse lender

2. Voluntarily files a petition under federal bankruptcy or State insolvency laws, or answers an involuntary proceeding admitting insolvency or inability to pay debts

3. Fails to obtain a vacation or stay of involuntary proceedings brought for its reorganization, dissolution or liquidation

4. Is adjudged bankrupt or insolvent

5. Has a trustee, conservator or receiver is appointed for the Seller/Servicer or its property

6. Makes an assignment for the benefit of its creditors

7. Is put on probation or its activities are restricted in any manner by any agency of the federal or State government

8. Becomes subject to an active or threatened (overtly and in writing) class action legal proceeding or a regulatory or supervisory action, proceeding or investigation including, without limitation, any judgment, order, finding or settlement agreement that could adversely affect the Seller/Servicer's ability to comply with the terms and conditions of the Purchase Documents or otherwise potentially adversely impact Freddie Mac

9. Notifies the Warehouse Lender, or is notified by the Warehouse Lender (whichever occurs first) of the Seller/Servicer's violation of any of the financial covenants (including, but not limited to, covenants covering working capital, debt/equity, servicing UPB or net worth) of

any warehousing lending agreement(s) and any major events related to the warehouse facilities, such as a new agreement, cancellation or termination of an agreement, any substantive modification to an agreement or default under an agreement or notice of default given by either party to an agreement

On a case-by-case basis, Freddie Mac may require the Seller/Servicer to provide additional information concerning its change in ownership or status. Freddie Mac reserves the right to evaluate information related to the changed Seller/Servicer and to take any action it deems necessary. In the event the Seller/Servicer is required to complete and submit applicable sections of Form 1107SF the Seller/Servicer should also review its:

- Form 988SF-1, Certificate of Incumbency for a Bank, Savings Bank, Savings and Loan Association, Credit Union or Corporation, or

- Form 988SF-2, Certificate of Incumbency for a Limited Liability Company, or

- Form 989SF, Certificate of Incumbency for a Limited Partnership, as applicable

to determine if a new Form 988SF-1, Form 988SF-2 or Form 989SF (and board of directors resolution or other governing body resolution), as applicable, should be submitted with new wire transfer instructions, Automated Clearing House (ACH) instructions, or other payment instructions (for example, a new Form 483, Wire Transfer Authorization, or Form 1132, Authorization for Automatic Transfer of Funds Through the Automated Clearing House (ACH)), as applicable.

The Seller/Servicer must submit the Form 1107SF, signed by its duly authorized representative, including any other required or supplemental documents, by one of the following methods:

- **Paper original.** The Seller/Servicer may complete a paper Form 1107SF, sign it in ink and deliver it to Freddie Mac **(see Directory 1)**.

- **Electronic Record**, as defined in Chapter 1401. The Seller/Servicer may go to: **http://www.freddiemac.com/singlefamily/doingbusiness/acctmaintain.html** and locate the Form 1107SF, complete, electronically sign and submit the form.

- **Facsimile (fax) copy.** The Seller/Servicer may complete the paper Form 1107SF, sign it in ink and submit it to Freddie Mac via fax at the designated fax number **(see Directory 1)**.

- **E-mail copy.** The Seller/Servicer may complete a paper Form 1107SF, sign it in ink, scan it into a standard document format (PDF, TIF, JPEG, etc.), attach it to an e-mail and send the e-mail and attached copy of the Form 1107SF to the designated Freddie Mac e-mail address **(see Directory 1)**.

Any other required or supplemental information that the Seller/Servicer must or wishes to submit with the Form 1107SF must be delivered using one of the four methods set forth above. In addition, whether submitting the Form 1107 SF as an original signed paper Record or as an

electronically signed Electronic Record, the Seller/Servicer is representing and warranting to Freddie Mac that the information in the Form 1107SF and in any required or supplemental documents is true, complete and correct.

2101.13: Transfer of assets to an entity that is not a Freddie Mac-approved Seller/Servicer (03/02/16)

Failure to comply with all of the requirements of this Section 2101.13 within the prescribed time frame may result in suspension or disqualification of the Seller/Servicer.

A Seller/Servicer must complete and submit Form 1107SF, Seller/Servicer Change Notification Form, Section A, and all attachments, to Freddie Mac **(see Directory 1)** in the manner described in Section 2101.12 no less than 75 Business Days prior to the proposed transfer of:

- All of its assets without the transfer of accompanying liabilities, to an entity that is not a Freddie Mac-approved Seller/Servicer, or
- The assets of a Mortgage-related function (for example, originations or Servicing), without the transfer of accompanying liabilities, to an entity that is not a Freddie Mac-approved Seller/Servicer

In such situations, Freddie Mac does not consider that the Seller/Servicer has transferred its Freddie Mac approval and Seller/Servicer number to the transferee.

Freddie Mac may require the Seller/Servicer to provide additional information concerning the proposed transfer of assets.

The proposed transferee must obtain Freddie Mac's approval as a Seller/Servicer prior to the effective date of the asset transfer. To obtain such approval, the proposed transferee must submit an application to become an approved Seller/Servicer concurrent with the Seller/Servicer's submission of Form 1107SF. If the proposed transferee fails to apply for and receive approval as a Freddie Mac Seller/Servicer, it will be precluded from selling Mortgages to, or Servicing Mortgages for, Freddie Mac. Application packages containing the forms needed to process applicants for approval as a Seller/Servicer may be obtained by contacting Freddie Mac **(see Directory 1)** or by visiting: **http://www.freddiemac.com/singlefamily/doingbusiness/**.

2101.14: Seller/Servicer changes that result in Transfer of Servicing (03/02/16)

A change in a Seller/Servicer's organization may also involve a Transfer of Servicing. If the change will result in a Transfer of Servicing as defined in the Glossary, the Seller/Servicer must comply with the notification requirements in Sections 2102.12 and 2101.13, and all requirements

for Subsequent Transfers of Servicing in Chapter 7101, including the requirement that the request for approval of the transfer be submitted to Freddie Mac at least 45 Business Days prior to the requested transfer date.

If a proposed transfer of assets includes a Transfer of Servicing, the request for approval of the proposed Transfer of Servicing should be submitted along with the application to become a Seller/Servicer, but no later than 45 Business Days prior to the effective date of the transfer.

If a Transfer of Servicing will result from an organizational or status change, the required request for approval of Transfer of Servicing must be submitted 45 Business Days prior to the effective date of the proposed transfer even though the notification of the organizational change is not required until after the change has occurred.

Chapter 2201: Additional Documentation Requirements

2201.1: Seller Certificate of Incumbency requirements (03/02/16)

Each Seller must provide Freddie Mac with a Form 988SF-1, Certificate of Incumbency for a Bank, Savings Bank, Savings and Loan Association, Credit Union or Corporation, Form 988SF-2, Certificate of Incumbency for a Limited Liability Company, or Form 989SF, Certificate of Incumbency for a Limited Partnership, as applicable, (Certificate(s) of Incumbency) with a resolution of the board of directors or other governing body (the "Resolution") that designates the employees who are authorized to provide Freddie Mac with instructions (or to modify instructions) to transfer funds or securities by wire transfer, Automated Clearing House (ACH) or other funds transfer system expressly approved and designated by Freddie Mac in connection with the sale of Mortgages to Freddie Mac. The Certificate of Incumbency must contain specimens of the original signatures (pen and ink signatures, i.e., "wet signatures") of all employees designated as "Authorized Employees." The Resolution must be in the form attached to the Certificate(s) of Incumbency as Exhibit A, unless applicable law requires another form of resolution.

By executing the Certificate(s) of Incumbency (including Form 988ASF or Form 989ASF, if applicable) and delivering such forms to Freddie Mac, the Seller represents and warrants to and covenants with Freddie Mac that:

- All employees listed under paragraph numbered 2 of the Certificate(s) of Incumbency (including Form 988ASF and Form 989ASF, if applicable) are Seller's employees who have been (and who are) duly authorized by the Seller's governing body (board of directors, board of members, sole member, etc.) as Authorized Employees, empowered to provide Freddie Mac with instructions (or modifications to previous instructions) to transfer funds (cash or securities) by wire transfer, ACH or other funds transfer system expressly approved and designated by Freddie Mac, in connection with the sale of Mortgages to Freddie Mac

- The Authorized Employees (a) hold the positions and/or titles with the Seller set forth directly across from their names and (b) are duly authorized individually to (i) execute any and all paper or Electronic instruments, documents or forms, ("Records"), as defined in Chapter 1401, necessary or proper or required by Freddie Mac to effectuate the authority set forth in paragraph numbered 1 of the Certificate(s) of Incumbency (including Form 988ASF or Form 989ASF, if applicable) by affixing, attaching or associating their original written signatures (or copies or representations thereof), ("Signatures"), as defined in Chapter 1401, to (or with) the Records and (ii) deliver the duly executed Records to Freddie Mac as required

- The specimen signature set forth directly across from each Authorized Employee's name and position and/or title is the true and genuine original written signature of each such

Authorized Employee, and Freddie Mac may conclusively rely on the accuracy, genuineness, good faith, validity, effectiveness and enforceability of any Record provided to Freddie Mac bearing an Authorized Employee's Signature

- If a Form 988ASF or Form 989ASF is attached to the applicable Certificate of Incumbency to add "Authorized Employees," such Form 988ASF or Form 989ASF is conclusively deemed to be incorporated by reference into and made a part of the applicable Certificate of Incumbency

- The Seller's Authorized Employees are duly authorized to engage in and conduct Electronic Transactions with Freddie Mac, as defined in Chapter 1401, in connection with providing Freddie Mac with wire transfer instructions, and Seller consents to such Electronic Transactions

- The Certificate(s) of Incumbency (including Form 988ASF and Form 989ASF, if applicable) are "Purchase Documents," as defined in the Guide, and all capitalized terms used in such forms that are not defined in such forms, shall have the meanings ascribed to such terms in the Guide

- The information set forth in any Certificate(s) of Incumbency (including Form 988ASF and Form 989ASF, if applicable) is true and correct and Freddie Mac may conclusively rely upon the information in the Certificate(s) of Incumbency (including Form 988ASF and Form 989ASF, if applicable) and any addendum, Resolution, and/or Record attached to (or associated with) the Certificate(s) of Incumbency that is delivered to Freddie Mac, as required, until such time the Seller delivers a Certificate(s) of Incumbency to Freddie Mac that is accepted as a compliant replacement Certificate of Incumbency by Freddie Mac

Although Freddie Mac reserves the right to verify or authenticate any request for a change, the Seller may not consider Freddie Mac's failure to do so an act of negligence.

In an emergency, the Seller may request Freddie Mac to remove the name of an employee who is listed as an Authorized Employee from the Seller's most recent Certificate of Incumbency provided to Freddie Mac, by delivering a facsimile transmission of a copy of (i) a cover letter signed by a duly authorized officer of the Seller directing Freddie Mac to remove an Authorized Employee's name from the list of Authorized Employees, and (ii) the Seller's most recent Certificate of Incumbency provided to Freddie Mac with the removed Authorized Employee's name struck (lined) through (**see Directory 8**). The Seller should submit a new Form 988SF-1, Form 988SF-2, or Form 989SF, as applicable, as soon as possible, together with any new wire transfer, ACH or other funds transfer instructions if necessary. Freddie Mac will make every effort to act promptly on requests for emergency removal of the name(s) of Authorized Employee, but cannot guarantee that it will be able to prevent wire transfers of funds or securities made in accordance with instructions previously provided to Freddie Mac by any Authorized Employees.

Any instructions for the transfer of funds or securities provided by an Authorized Employee on the Seller's behalf remain in effect and are valid until modified by another Authorized Employee. The Seller is solely responsible for any and all cash and security wire transfer instructions. If the Seller has requested that Freddie Mac remove an Authorized Employee from

the most recent Certificate of Incumbency provided to Freddie Mac, the Seller should review all existing cash and wire transfer instructions to determine if any other changes are necessary.

If a Seller has requested that Freddie Mac remove from the Seller's most recent Certificate of Incumbency the only Authorized Employee assigned the Selling System user role of Setup Manager, the Seller must also submit a new Form 900, Selling System Authorized User Identification and Certification Form, which assigns the role of Setup Manager to another employee who is an Authorized Employee on the Seller's most recent Certificate of Incumbency. In addition, in the event the Seller has requested that Freddie Mac remove from the Seller's most recent Certificate of Incumbency the Authorized Employee or Authorized Employees who executed the most recent Form 483, Wire Transfer Instructions; Form 987E, Wire Transfer Authorization for a Cash Warehouse Delivery, and/or Form 1132, Authorization for Automatic Transfer of Funds Through the Automated Clearing House (ACH), provided to Freddie Mac, the Seller must submit new Forms 483, 987E and/or 1132, as applicable, signed by an Authorized Employee who continues to be an Authorized Employee on the Seller's most recent Certificate of Incumbency.

2201.2: Establishing and maintaining wire transfer instructions for cash proceeds (03/02/16)

In order to make timely and accurate wire transfers of cash proceeds for the purchase of Mortgages, Freddie Mac maintains a centralized database containing individual wire instructions as provided by the Seller on Form 483, Wire Transfer Authorization. This file is maintained and controlled in the Freddie Mac office in McLean, Virginia.

Freddie Mac will not wire transfer any cash proceeds for the purchase of Mortgages unless and until the Seller has submitted to Freddie Mac a Form 988SF-1, Certificate of Incumbency for a Bank, Savings Bank, Savings and Loan Association, Credit Union or Corporation, Form 988SF-2, Certificate of Incumbency for a Limited Liability Company, or Form 989SF, Certificate of Incumbency for a Limited Partnership, as applicable, (Certificate(s) of Incumbency) that lists "Authorized Employees" who are authorized and empowered to provide Freddie Mac with wire transfer instructions (or modifications to previous instructions) to transfer funds or securities on the Seller's behalf in connection with the sale of Mortgages to Freddie Mac. See Section 2201.1 for additional information regarding Certificate of Incumbency requirements.

Freddie Mac accepts wire transfer instructions only if submitted to Freddie Mac on Form 483 signed by an authorized officer of the Seller. The officer's signature on Form 483 must be acknowledged by a notary public and the officer executing Form 483 must be designated as an Authorized Employee on the Seller's Certificate(s) of Incumbency. (Wire transfer instructions will not be accepted by telephone.)

Any questions concerning Certificate(s) of Incumbency or wire transfer instructions may be directed to Freddie Mac **(see Directory 8)**.

Form 483 is the Seller's legal authorization to allow Freddie Mac to wire transfer funds to a designated bank. Settlements cannot be made if wire transfer instructions are not on file. The Seller must ensure that the wire transfer instructions on file at the time of Mortgage delivery are complete and correct. Once instructions are on file, all future settlements will be transferred according to the same instructions. The Seller can change the wire transfer instructions only by submitting a newly executed and authorized Form 483 to Freddie Mac. At least five Business Days are required by Freddie Mac to process a change. Wire transfer instructions given in connection with the purchase of Mortgages subject to a security interest of a Warehouse Lender must comply with Chapter 6305.

To use multiple wire transfer instructions, the Seller must complete and execute a new Form 483 for each set of wire transfer instructions. In each instance, the original signed paper Form 483 must be submitted to Freddie Mac at the address on the form and the authorized officer executing the Form 483 must be designated as an Authorized Employee on the Seller's Certificate(s) of Incumbency (including Form 988ASF and Form 989ASF, if applicable).

The Seller agrees to indemnify, defend and hold Freddie Mac, its successors, assigns and transfer agents harmless from and against any and all losses, claims, demands, actions, suits, damages, costs and expenses (including reasonable attorney fees) of every nature and character that may arise or be made against or be incurred by Freddie Mac as a result of any of the following:

- Seller's failure to provide Certificate(s) of Incumbency (including Form 988ASF and Form 989ASF, if applicable) that lists Authorized Employees authorized and empowered to provide Freddie Mac with wire transfer instructions (or modifications to previous wire transfer instructions) to transfer funds or securities on the Seller's behalf in connection with the sale of Mortgages to Freddie Mac

- Seller's failure to provide Freddie Mac with a resolution of the board of directors or other governing body resolution that authorizes and empowers the employees identified by Seller as Authorized Employees in the Certificate(s) of Incumbency (including Form 988ASF and Form 989ASF, if applicable)

- Freddie Mac's transfer of any cash proceeds from the sale of Mortgages to Freddie Mac in accordance with the Purchase Documents and Seller's wire transfer instructions on Form 483 and the Seller's listing and designation of Authorized Employees on the Seller's Certificate(s) of Incumbency (including Form 988ASF or Form 989ASF, if applicable)

- Seller's failure to provide complete, accurate and authorized wire transfer instructions

- Seller's failure to promptly notify Freddie Mac of any necessary or desired changes to the authorized wire transfer instructions

- Security interests, claims or encumbrances of any third party, including a Warehouse Lender, if any

Chapter 2202: Document Custodian and Document Custody

2202.1: Document Custodian (03/02/16)

The Seller/Servicer must contract with a Document Custodian, which may be the Designated Custodian or another approved Document Custodian, chosen by the Seller/Servicer on Form 1035, Document Custodial Agreement, Single-Family Mortgages, and Form 1035DC, Designated Custodial Agreement, Single-Family Mortgages, in accordance with the requirements of Sections 2202.2 and 2202.3.

The Seller/Servicer must use a single Document Custodian for all Home Mortgages sold to or serviced for Freddie Mac. However, if the Seller/Servicer has established a relationship with the Designated Custodian, the Seller/Servicer, at any time and at its option, may elect to use the Designated Custodian instead of its elected Document Custodian, for any delivery of Mortgages to Freddie Mac. Compensation for the Document Custodian's or Designated Custodian's services is the sole responsibility of the Seller/Servicer.

2202.2: Document Custodian eligibility (03/02/16)

(a) General requirements

The Seller/Servicer must choose a Document Custodian that will:

- Enter into a custodial agreement with the Seller/Servicer and Freddie Mac (see Section 2202.3)
- Meet and maintain all applicable eligibility requirements of this section
- Comply with:
  - All Guide requirements pertaining to Notes and assignments held for Freddie Mac including, but not limited to, Sections 4101.9 and 7101.9 and other requirements for Notes, assignments and related loan documents, as amended from time-to-time. If the requirements are amended in the Guide, then the custodial agreement will be deemed amended to the extent necessary to conform with such amended Guide requirements.
  - All terms of the custodial agreement
  - Any other requirements which Freddie Mac may choose to specify in order to ensure the safety and security or enforceability of the Notes and assignments held by the Document Custodian

- ❑ Such standards, including custodial performance, and such fiduciary responsibilities as may be prescribed by Freddie Mac, in its discretion, from time-to-time

- Notify Freddie Mac and the Seller/Servicer if, at any time, it fails to meet any applicable eligibility requirement

(b) Basic eligibility requirements

An eligible Document Custodian must:

1. Be one of the following types of institutions:

- A financial institution that is supervised and regulated by the Federal Deposit Insurance Corporation (FDIC), Board of Governors of the Federal Reserve System, or the Office of the Comptroller of the Currency (OCC), or

- A subsidiary of a supervised and regulated financial institution listed above, authorized to perform trust services under applicable law, or

- A Federal Home Loan Bank chartered pursuant to the Federal Home Loan Bank Act

2. Not be in receivership, conservatorship or liquidation and have no federally-regulated parent that is in receivership, conservatorship or liquidation

3. The following must have an investment-grade rating by a nationally recognized statistical rating organization or have an Acceptable Net Worth of at least $500,000,000:

- Entities applying to be Document Custodians, and

- Document Custodians with existing custodial relationships or entering into new custodial relationships with Freddie Mac Seller/Servicers

4. Be equipped with secure, fire-resistant storage facilities with adequate controls on access to ensure the safety and security of the Notes and assignments in its custody. For eligible Document Custodians and for entities applying to be a Document Custodian, the vault must provide a minimum of two hours fire protection. If a Document Custodian's regulator requires a higher standard of fire protection, then that higher standard shall apply.

5. Maintain the Note and assignments in such a manner as to ensure security and confidentiality and prohibit unauthorized access to or use of information contained in the Notes and assignments

6. Use employees who are knowledgeable in the handling of Notes and assignments and of the functions and duties of a Document Custodian as required by Freddie Mac, including

access to and use of the Selling System[SM]. (See Section 2402.11 for information on obtaining Selling System access and user roles.)

7. Access the electronic version of the Guide through the link on **http://www.freddiemac.com/singlefamily/guide** or arrange for a current subscription to the electronic Guide via AllRegs®

8. Maintain the following insurance coverages, at a minimum:

- Financial institution bond, or equivalent insurance, covering any loss resulting from:
  - Employee dishonesty
  - Physical damage or destruction to, or loss of, any Notes and assignments while such documents are located on the Document Custodian's premises
  - Physical damage or destruction to, or loss of, any Notes and assignments while such documents are in transit between the Document Custodian's premises and anywhere, regardless of the means by which they are transported, if the Document Custodian has contractually agreed with the Seller/Servicer to assume liability for Notes and assignments while in transit
- If the Document Custodian has not contractually agreed with the Seller/Servicer to assume liability for the Notes and assignments while in transit, the Seller/Servicer must obtain insurance as described in Section 2202.5(c)
- Errors and omissions insurance covering claims resulting from the Document Custodian's breach of duty, neglect, errors or omissions, misstatement, misleading statement or other wrongful acts committed in the conduct of document custodial services

  For the purpose of these insurance coverages, the Notes are to be defined as "Negotiable Instruments" per Section 3-104 of the Uniform Commercial Code (UCC).

Freddie Mac's insurance requirements as stated in this subsection do not diminish, restrict or otherwise limit the Document Custodian's responsibilities and obligations as stated in any Form 1035.

The required insurance coverages must:

- Be underwritten by an insurer that has an A- (A minus) or better rating according to the A.M. Best Company
- Be maintained in amounts that are deemed adequate for the number of Notes held in custody and that are deemed appropriate based on prudent business practice

- Each have a deductible amount no more than the greater of 5% of the Document Custodian's generally accepted accounting principles (GAAP) net worth or $100,000, but in no case greater than $10,000,000

In the event that a Document Custodian is covered under its parent's insurance program rather than maintaining its own insurance:

- The acceptable deductible amount for each insurance coverage may be no more than the greater of 5% of the parent's GAAP net worth or $100,000, but in no case greater than $10,000,000

- The Document Custodian must be a named insured

- The parent's insurance policy(ies) must meet the Document Custodian insurance requirements as stated in this section

In the event of cancellation or non-renewal of any of the required insurance coverages, the Document Custodian or its insurer, insurance broker or agent must provide the Seller/Servicer and Freddie Mac's Counterparty Credit Risk Management Department **(see Directory 1)** 30 days advance written notice thereof.

9. Have and maintain a document tracking and reporting system that, at minimum:

- Provides, in an electronic format acceptable to Freddie Mac, an accounting of all Notes held for Freddie Mac identified by Freddie Mac loan number and the six-digit Seller/Servicer number

- Monitors the receipt of Notes and assignments, including related documentation (for example, modifying instruments or powers of attorney)

- Monitors the release of Notes and assignments requested by the Servicer

- Tracks the physical location of the Note and related documents

- Cross references the Freddie Mac loan number for each Mortgage with the loan number assigned by the Seller/Servicer

- Accurately accounts for documents transferred or released

The Document Custodian must provide screen prints of its document tracking system to Freddie Mac together with its request for initial approval, and thereafter, annually as part of its eligibility certification, and otherwise, upon request.

10. Have and maintain a disaster recovery plan that documents, at a minimum:

- The process by which the physical recovery/restoration of documents will occur
- The recovery of tracking system data, including any electronically maintained information
- The relocation/restoration of the facilities to ensure continuing ability to perform required custodial functions
- Provisions for the testing and maintenance of the plan
- A provision to notify Freddie Mac **(see Directory 9)** of a disaster within 24 hours of the disaster according to the requirement in Section 8107.2(a)

11. Have and implement written procedures that ensure compliance with Freddie Mac requirements and prudent practices in performing the duties of a Document Custodian with respect to the Notes and associated documents, including, at minimum:

- Certification and maintenance
- Release and transfer
- Access
- Tracking and reporting

(c) Eligibility requirements for the Seller/Servicer acting as its own Document Custodian

Subject to Freddie Mac's approval and in Freddie Mac's sole discretion, the Seller/Servicer may act as its own Document Custodian if it satisfies all requirements in Sections 2202.2(a) and 2202.2(b) and if the Notes and assignments for Mortgages serviced for Freddie Mac in its custody are entrusted to a department that:

- Is established and operated under trust powers granted by the Seller/Servicer's primary regulator
- Has custodial officers who are duly authorized to act on behalf of the Document Custodian in its trust capacity and empowered to enter into a custodial agreement with the Seller/Servicer and Freddie Mac
- Is subject to periodic review, examination and inspection by the regulator granting trust powers
- Is independently and separately managed from any functional area that performs Mortgage origination, selling or servicing
- Maintains separate records, files and operations

- Uses personnel not engaged in the functions of Mortgage origination, selling or Servicing to perform the custodial function

(d) Eligibility requirements for a third-party Document Custodian that is not an affiliate of the Seller/Servicer

An institution that is not an affiliate of the Seller/Servicer may act as a Document Custodian if:

- It satisfies all requirements in Sections 2202.2(a) and 2202.2(b)
- Within the institution, the document custodial function:
  - Is independently and separately managed from any functional area that performs Mortgage origination, selling or Servicing
  - Maintains separate records, files and operations
  - Is performed by personnel not engaged in the functions of Mortgage origination, selling or Servicing

(e) Eligibility requirements for a third-party Document Custodian that is an affiliate of the Seller/Servicer

Subject to Freddie Mac's approval and in Freddie Mac's sole discretion, a third-party that is an affiliate of the Seller/Servicer may act as a Document Custodian if:

- It meets all the requirements in Sections 2202.2(a) and 2202.2(b)
- It is independently and separately managed from the Seller/Servicer. The third-party Document Custodian may occupy the same premises as the Seller/Servicer, as long as the Seller/Servicer is not involved in the management or operations of the third-party custodian.
- Within the institution, the document custodial function:
  - Is independently and separately managed from any functional area that performs Mortgage origination, selling or Servicing
  - Maintains separate records, files and operations
  - Is performed by personnel not engaged in the functions of Mortgage origination, selling or Servicing

(f) Additional eligibility requirements for a Document Custodian that is an affiliate of a warehouse lender

Freddie Mac recognizes that there may be instances where, for operational efficiency, the document custodial function shares personnel with the institution's warehouse lending function. This sharing of personnel will be allowed only when the document custodial function has:

- A separate tracking and reporting system that provides a clear distinction between Freddie Mac's assets and the collateral held for the warehouse lender
- Separate record keeping from other functional areas, including warehouse lending
- Operating controls that provide a clear distinction between:
  - Activities that an employee performs for the benefit of the warehouse lender and activities performed for Freddie Mac
  - Management decisions that apply to collateral held as security for the warehouse line and those that apply to Notes that are held in trust for the sole benefit of Freddie Mac

2202.3: Contracting with a Document Custodian (03/02/16)

(a) Contracting with a Document Custodian other than the Designated Custodian

Before delivering any Notes and assignments to a Document Custodian other than the Designated Custodian, the Seller/Servicer must deliver a Form 1035, Document Custodial Agreement: Single-Family Mortgages, executed by the Seller/Servicer and the Document Custodian to Freddie Mac **(see Directory 1)**. (The application requirements may be obtained from Freddie Mac **(see Directory 1)**.) Seller/Servicers may not make a delivery pursuant to Section 6301.8 until Freddie Mac has approved the Document Custodian application as evidenced by Freddie Mac's execution of Form 1035.

After reviewing the request, Form 1035 and any other required documentation, and determining that the Document Custodian meets the eligibility requirements, Freddie Mac will assign a Document Custodian number to the Document Custodian and assign a custodial agreement number to Form 1035. Freddie Mac will execute Form 1035, provide the Seller/Servicer and the Document Custodian each with a copy of the Freddie Mac-executed Form 1035 and inform the respective parties of the Document Custodian number and the Document Custodian agreement number.

The Document Custodian will be assigned only one Document Custodian number for all Seller/Servicers whose Freddie Mac Notes and assignments are entrusted to its custody. It

must, however, complete a separate application, including Form 1035, executed by the Seller/Servicer and the Document Custodian, for each Seller/Servicer that wishes to use its custodial services. If Freddie Mac has already assigned the Document Custodian a Document Custodian number, the Document Custodian must insert its preassigned number in the appropriate space when it completes the application package and executes Form 1035. Freddie Mac will review each application.

Form 1035 is an agreement governing the custody of all Notes for Mortgages serviced for Freddie Mac that the Seller/Servicer elects to have held by the Document Custodian. Freddie Mac will keep on file the original Form 1035 for the Seller/Servicer and the Document Custodian.

In executing Form 1035, Freddie Mac is relying on the representations and warranties of the Seller/Servicer and the Document Custodian that the Document Custodian satisfies the eligibility requirements in Section 2202.2. Freddie Mac and/or its auditors may perform, with or without prior notice, an on-site audit of all records and documents held by the Document Custodian that relate to the Notes and assignments held for Freddie Mac. Freddie Mac also reserves the right to perform an on-site audit at any time to evaluate the Document Custodian's compliance with Freddie Mac requirements and to assess its internal controls. Freddie Mac's execution of Form 1035 will not be deemed to be an approval of the Document Custodian or a waiver of its rights to enforce the eligibility conditions.

(b) Contracting with the Designated Custodian

Servicers may use Freddie Mac's Designated Custodian, The Bank of New York Mellon Trust Company, N.A., (BNYM) to hold the Notes for Mortgages they service for Freddie Mac. Sellers electing to sell Mortgages to Freddie Mac through the Servicing Released Sales Process and Servicers approved by Freddie Mac to participate in that process, must use the Designated Custodian for Mortgages purchased under that process. See below for specific requirements.

In order to establish a custodial relationship with the Designated Custodian, the Seller/Servicer must complete the Freddie Mac Form 1035DC, Designated Custodial Agreement: Single-Family Mortgages (available at **http://www.freddiemac.com/cim/forms.html**), as well as other forms available from the Designated Custodian (**see Directory 4**). (Note that the Form 1035DC is a different form from the Form 1035.)

Freddie Mac has assigned the Designated Custodian a Document Custodian number, which the Designated Custodian will insert in the appropriate space when it completes the application package and executes Form 1035DC. Freddie Mac will review each application and, if approved, will notify the Seller/Servicer of the effective date of its agreement with the Designated Custodian.

Questions specific to the Form 1035DC should be directed to Freddie Mac at **institutional_eligibility@freddiemac.com**, or by calling (571) 382-3434, Option 2.

Questions regarding the Designated Custodian Registration Forms should be directed to the Designated Custodian via e-mail at **FreddiemacCustodian@bnymellon.com**, or by calling the Designated Custodian Document Custody Support Line (800) 211-2677.

(c) Special requirements – Mortgages sold through the Selling System[SM] Servicing Released Sales Process

Sellers electing to sell Mortgages to Freddie Mac through the Servicing Released Sales Process must use the Designated Custodian for this process, and must establish a relationship with the Designated Custodian.

Servicers approved by Freddie Mac to participate in the Servicing Released Sales Process must use the Designated Custodian for Mortgages purchased by Freddie Mac under this process, and must establish a relationship with the Designated Custodian. Such Servicers will be responsible for associated Designated Custodian-assessed custodial fees, including but not limited to fees for Note certification, safekeeping, and release.

When Servicing of Mortgages sold under the Servicing Released Sales Process is subsequently transferred, the subsequent Transferee Servicer must also establish a relationship with the Designated Custodian, and is responsible for associated Designated Custodian-assessed custodial fees.

(d) Terminating the custodial relationship

If the Seller/Servicer terminates a custodial relationship with a Document Custodian, then all Notes and assignments for Mortgages serviced for Freddie Mac and held by the terminated Document Custodian must be transferred to a new Document Custodian within 30 days of Freddie Mac's approval of the transfer of custody as evidenced by an executed Form 1035, or if using the Designated Custodian, an executed Form 1035DC. Custody of the Notes and assignments must be transferred in accordance with Sections 2202.6 and 7101.9.

2202.4: Document Custodian duties to Freddie Mac (03/02/16)

Document Custodian covenants to Freddie Mac that it will:

1. Make available for review by Freddie Mac or its designee, at any time during normal business hours, with or without prior notice, Notes and assignments and the facilities in which they are stored, maintenance and release procedures, and control and tracking systems, and other evidence of compliance with eligibility requirements as requested

2. Make the custodial staff available for interview by Freddie Mac or its designee at any time during normal business hours, with or without prior notice, for an assessment of the staff's

familiarity with and adherence to Freddie Mac's custodial requirements and the Document Custodian's internal controls

3. Indemnify Freddie Mac for such losses as may occur as a result of any negligence by the Document Custodian in the performance of its duties under the Guide and the Form 1035, Document Custodial Agreement: Single-Family Mortgages, or Form 1035DC, Designated Custodial Agreement: Single-Family Mortgages, pertaining to Freddie Mac Notes and assignments in the custody of the Document Custodian or Designated Custodian, as applicable

4. Maintain physical custody of the Note and assignments, in trust, for the benefit of the Seller/Servicer in circumstances when the Document Custodian receives a completed and signed Form 1036 from the Seller/Servicer requesting constructive possession

5. Provide, in an electronic format acceptable to Freddie Mac, an accounting of all Notes and assignments, as described in Section 2202.2(b)(9), that the Document Custodian has in its physical custody: (i) in trust for the benefit of Freddie Mac or (ii) in trust for the benefit of the Seller/Servicer when the Seller/Servicer has constructive possession of the Notes

6. Consent and agree to conduct Electronic Transactions, as defined in Chapter 1401, with the Seller/Servicer and Freddie Mac in connection with its functions, duties and obligations under this section and Form 1035

7. Adopt, as its signature and its Electronic Signature, as defined in Chapter 1401, its Freddie Mac Document Custodian number and comply with the applicable requirements of Chapter 1401 as if each reference to the word "Seller/Servicer" were a reference to the words "Document Custodian" and/or "Designated Custodian," as applicable

Freddie Mac may, at any time, and in its sole discretion, require a Document Custodian to segregate the Notes and assignments that it maintains, in trust, for the benefit of Freddie Mac from those it maintains for other investors.

The Document Custodian may not enter into any understanding, agreement, or relationship with any party by which any such party would obtain, retain or claim any interest (including an ownership or security interest) in the Notes and any assignments or the underlying Mortgages, unless otherwise specifically and expressly approved by Freddie Mac in writing.

If the Document Custodian's facilities are affected by a disaster, the Document Custodian must promptly notify Freddie Mac **(see Directory 9)**, but such notification shall occur no later than 24 hours after the discovery of such disaster, time being of the essence.

2202.5: Seller/Servicer and the Document Custodian (03/02/16)

(a) Responsibility for documents and Document Custodian compliance

The Seller/Servicer agrees to indemnify Freddie Mac and hold Freddie Mac harmless for any loss, damage or expense (including court costs and reasonable attorney fees) that Freddie Mac may incur as a result of the Seller/Servicer's Document Custodian holding Notes and any other documents.

The Seller/Servicer is responsible for ensuring that its Document Custodian complies with all applicable Freddie Mac requirements regarding Note custody. Freddie Mac's Document Custody Procedures Handbook is located and available to Seller/Servicers and Document Custodians on the Internet at AllRegs.com, or at **http://www.freddiemac.com/cim/handbook.html**. Seller/Servicers and Document Custodians will find this handbook to be a useful resource in fulfilling these requirements.

(b) Monitoring the eligibility status of the Document Custodian

The Seller/Servicer is responsible for monitoring the Document Custodian for compliance with Freddie Mac's Document Custodian eligibility requirements, and must ensure that the Document Custodian is in compliance with all eligibility requirements at all times, provided, however, that Freddie Mac will perform this monitoring for the Designated Custodian.

If, at any time, the Document Custodian fails to comply with any eligibility requirement, the Seller/Servicer must contact Freddie Mac **(see Directory 1)** in writing within one day of the Seller/Servicer learning of the noncompliance. Freddie Mac, at its discretion, may allow the Seller/Servicer a period of time to work with its Document Custodian to ensure that the Document Custodian takes all necessary steps to meet the requirements. However, Freddie Mac reserves the right to immediately terminate a custodial agreement. Further, Freddie Mac may direct the Seller/Servicer to transfer the Notes to the Designated Custodian or a new Document Custodian pursuant to Sections 2202.1 through 2202.3, and transfer all Notes and assignments for Mortgages serviced for Freddie Mac from the old Document Custodian to the new Document Custodian, pursuant to Section 2202.6(a).

(c) Transit insurance requirements

If the Seller/Servicer has not contractually agreed with the Document Custodian to have the Document Custodian assume liability for Notes and assignments while in transit, the Seller/Servicer must obtain insurance covering physical damage or destruction to, or loss of, any Notes and assignments while such documents are in transit between the Document Custodian's vault and anywhere, regardless of the means by which they are transported. For the purpose of this insurance, Mortgage Notes are to be referred to as "Negotiable Instruments" as that term is defined in Section 3-104 of the model Uniform Commercial Code (UCC), promulgated by the National Conference of Commissioners on Uniform State Laws, and enacted in the applicable State.

At a minimum, the required insurance coverage must:

- Be underwritten by an insurer that has an A- (A minus) or better rating according to the A.M. Best Company

- Be maintained in amounts that are deemed adequate for the number of Notes and assignments held in custody and that are deemed appropriate based on prudent business practice

- Each have a deductible amount no more than the greater of 5% of the Seller/Servicer's GAAP net worth or $100,000, but in no case greater than $10,000,000

In the event that a Seller/Servicer is covered under its parent's insurance program rather than by its own insurance:

- The acceptable deductible amount for each insurance coverage may be no more than the greater of 5% of the parent's GAAP net worth or $100,000, but in no case greater than $10,000,000

- The Seller/Servicer must be a named insured

- The parent's insurance policy(ies) must meet requirements as stated in this subsection

In the event of cancellation or non-renewal of any of the required insurance coverages, the Seller/Servicer or the Seller/Servicer's insurer, insurance broker or agent must provide Freddie Mac **(see Directory 1)** a minimum of 30 days advance written notice thereof.

Freddie Mac's insurance requirements as stated in this subsection do not diminish, restrict or otherwise limit the Seller/Servicer's responsibilities and obligations as stated in the Form 1035, Form 1035DC, or otherwise in the Purchase Documents.

2202.6: Transfer of Custody (03/02/16)

(a) Transfers initiated by Freddie Mac

At its sole discretion, Freddie Mac may terminate the custodial agreement without cause, following 30 days written notice to the Seller/Servicer and the Document Custodian, and require the transfer of all Notes and assignments held by the Document Custodian within 30 days to another Document Custodian or to the Designated Custodian (**see Directory 4**).

As set forth in the Document Custodial Agreement, Single-Family Mortgages (Form 1035), and the Designated Custodial Agreement, Single-Family Mortgages (Form 1035DC), Freddie Mac may immediately terminate any custodial agreement between Freddie Mac, a Seller/Servicer and a Document Custodian and require that all Notes and assignments be immediately transferred to another Document Custodian or as directed by Freddie Mac, upon the occurrence of any of the following:

- Disqualification or suspension of a Seller/Servicer pursuant to Section 2201.2
- Failure of the Document Custodian to meet the eligibility requirements pursuant to Section 2202.2
- Freddie Mac's determination that the performance of the Document Custodian has been unsatisfactory
- Any other circumstance with respect to the Document Custodian, the Notes or assignments that might adversely affect the Notes or assignments or the interests of Freddie Mac

(b) Transfers initiated by Seller/Servicers

If a Seller/Servicer elects to change Document Custodians and terminate an existing Form 1035 or Form 1035DC, as applicable, an application for the new Document Custodian must be completed, which includes the execution of a new Form 1035 or Form 1035DC, and must be delivered in accordance with Section 2202.3 to Freddie Mac **(see Directory 1)**. Arrangements must be made to move all Notes and assignments held for Freddie Mac to the new Document Custodian, no later than 30 days after Freddie Mac's approval of the new custodial relationship, as evidenced by an executed Form 1035 or Form 1035DC. Freddie Mac may require that the Notes and assignments be transferred immediately.

(c) Transfers initiated by Document Custodians

A Document Custodian may terminate its custodial agreement with the Seller/Servicer and Freddie Mac following 30 days written notice to the Seller/Servicer and to Freddie Mac **(see Directory 1)**. The Seller/Servicer must ensure the Notes and assignments held by the Document Custodian are moved to a new Freddie Mac-approved Document Custodian or to Freddie Mac's Designated Custodian **(see Directory 4)**, no later than 30 days after Freddie Mac's approval of the new custodial relationship, as evidenced by an executed Form 1035 or Form 1035DC. Freddie Mac may require that the Notes and assignments be transferred immediately.

(d) Documenting the transfer of custody

The terminated Document Custodian may not refuse, or fail to fulfill, its custodial obligations until the Notes and assignments have been transferred to the Transferee Document Custodian.

On behalf of itself and the Transferee Servicer, the Transferee Document Custodian must deliver Form 1034T, Subsequent Transfer Document Custodial Certification Schedule, executed by the Transferor and the Transferee Document Custodian, to Freddie Mac **(see Directory 9)** no later than 180 days after the Effective Date of Transfer. By submitting Form 1034T to Freddie Mac, the Transferee Servicer and the Transferee Document Custodian are representing and warranting to Freddie Mac that they have made the certifications contained

in Form 1034T, and that each of them shall be bound by the information and certifications contained in the Form 1034T.

Chapter 2203: MERS® membership

2203.1: MERS® membership (03/02/16)

(a) MERS® membership

A Seller/Servicer must comply with the requirements of the MERS Governing Documents if the Seller/Servicer is a MERS Member and sells to and/or services on behalf of Freddie Mac, as applicable, Mortgages registered on the MERS System. If any requirements of the MERS Governing Documents conflict with the requirements of the Guide, the Seller/Servicer must comply with the requirements of the Guide.

(b) Termination of MERS membership

If a Seller/Servicer's membership in MERS is terminated for any reason, the Seller/Servicer must promptly notify Freddie Mac at **mers@freddiemac.com**, subject line: MERS Membership Termination**.** For each Mortgage registered on the MERS System that will be sold to or is being serviced for Freddie Mac, the Seller/Servicer must, upon such termination, and as applicable, either (i) prepare an assignment of the Mortgage from MERS to itself, have the assignment executed, and, where required by law, record the executed assignment in the applicable public land records, or (ii) where there is a transfer of such Servicing to a Transferee Servicer, follow the Concurrent Transfer of Servicing obligations under Section 6301.6(d) depending on whether or not the Transferee Servicer is a MERS Member.

Chapter 2301: Disqualification or Suspension of a Seller/Servicer

2301.1: Disqualification or suspension of Seller's eligibility to sell (03/02/16)

Freddie Mac, in its discretion, may disqualify or suspend a Seller from eligibility to sell Mortgages to Freddie Mac. The Seller will be ineligible to obtain new purchase commitments during a period of disqualification or suspension. During the period of Seller disqualification or suspension, Freddie Mac may, at its discretion, determine whether outstanding commitments held by the Seller must be honored or the outstanding balance of the commitment fulfilled by using the pairoff procedure (see Section 6401.1). Freddie Mac will determine the length of any suspension period and may prescribe the terms and conditions for reinstatement. The notice of disqualification or suspension and the opportunity of a Seller to respond to and appeal the action are governed by the procedures in Sections 2301.3 through 2301.6.

For information regarding outstanding purchase commitments when Freddie Mac terminates Servicing with or without cause, see Section 3603.5.

2301.2: Disqualification or suspension of the Seller or the Servicer (03/02/16)

(a) Disqualification or suspension with cause

Without limiting Freddie Mac's right to take whatever other action it deems appropriate to protect its interests and enforce its rights (including disqualification or suspension for reasons not listed below), Freddie Mac may disqualify or suspend a Seller or a Servicer for any of the following reasons:

1. Impending or actual insolvency of the Seller or the Servicer, its parent, or an affiliate or subsidiary of the Seller or the Servicer

2. The filing of a voluntary petition by the Seller or the Servicer, its parent, or an affiliate or subsidiary of the Seller or the Servicer under federal bankruptcy or State insolvency laws

3. The filing of an answer by the Seller or the Servicer, its parent, or an affiliate or subsidiary of the Seller or the Servicer, in an involuntary proceeding admitting insolvency or inability to pay debts

4. The adjudication of the Seller or Servicer, its parent, or an affiliate or subsidiary of the Seller or the Servicer, as bankrupt

5. The appointment of a trustee or receiver for the Seller or the Servicer or its property, or for its parent, an affiliate or subsidiary of the Seller or the Servicer or for the property of such entities

6. The execution by the Seller or the Servicer, its parent, or an affiliate or subsidiary of the Seller or the Servicer, of an assignment for the benefit of creditors

7. The failure of the Seller or the Servicer, its parent, or an affiliate or subsidiary of the Seller or the Servicer, to obtain a vacation or stay of involuntary proceedings brought for its reorganization, dissolution or liquidation

8. The Seller's or the Servicer's failure to maintain qualified loan origination or Servicing staff and/or adequate facilities to assure (i) the investment quality of the Mortgages sold to Freddie Mac or (ii) the adequacy of the Servicing of Mortgages purchased by Freddie Mac

9. Any weakness or notable change in the financial or organizational status or management of the Seller or the Servicer, its parent, or an affiliate or subsidiary of the Seller or the Servicer, including any adverse change in profitability or liquidity, that, in the opinion of Freddie Mac, could adversely affect Freddie Mac

10. The failure of the Seller or the Servicer to meet any requirement as may be prescribed by Freddie Mac for eligibility as a Seller or a Servicer, including, but not limited to, a Seller or Servicer's failure to maintain an Acceptable Net Worth and/or failure to meet any other financial requirements related to the Seller or Servicer's eligibility required by Freddie Mac (see Section 2101.2)

11. The placement of the Seller or the Servicer, its parent, or an affiliate or subsidiary of the Seller or the Servicer, on probation or restriction of its activities, or the activities of its parent, or an affiliate or subsidiary of the Seller or the Servicer, in any manner by a federal or State government agency

12. Any judgment, order, finding or regulatory action to which the Seller or Servicer (or its management), its parent, or an affiliate or subsidiary of the Seller or the Servicer, is subject that would adversely affect the Seller's or Servicer's ability to comply with the terms and conditions of the Purchase Documents

13. Freddie Mac's determination that the Seller's or Servicer's warranty obligations are disproportionate to its capital and/or assets

14. The Seller's failure to deliver any documents under a Freddie Mac mandatory delivery purchase program

15. The Seller's or the Servicer's failure to observe or comply with any term or provision of the Purchase Documents

16. The Seller's or the Servicer's misstatement, misrepresentation or omission of any material fact on any application, certification or other document submitted, or in any oral representation made, to Freddie Mac

17. The Seller's or the Servicer's assigning or attempting to assign its interests, rights or obligations under the Purchase Documents without Freddie Mac's written consent

18. The Servicer's failure or inability to account properly for the disposition of all monies required to be safeguarded in Custodial Accounts or buydown accounts

19. Seller's or Servicer's default or failure to perform under any contract with Freddie Mac including, but not limited to, contracts not directly related to the sale or Servicing of Mortgages and contracts relating to Mortgages purchased or serviced other than pursuant to this Guide

20. The Seller's or Servicer's having a 30-, 60- or 90+-day Delinquency rate or an REO rate more than 50% higher than the average 30-, 60- or 90+-day Delinquency rate or REO rate for any or all Mortgages owned or guaranteed by Freddie Mac nationally or in the same geographical area (which may include Standard Metropolitan Statistical Area, county, or State) in which the Mortgaged Premises that secure the Mortgages either sold by the Seller or serviced by the Servicer are located and with similar Mortgage and Borrower characteristics, such as origination year, loan-to-value ratio, and documentation type (e.g., full documentation, reduced documentation)
21. The Seller/Servicer's failure to submit a complete and accurate Form 16SF, Annual Eligibility Certification Report, within the time frame prescribed by Section 2101.11

22. The failure of the Seller/Servicer that is a mortgage banker to submit a complete and accurate Form 1055, Mortgage Bankers' Financial Reporting Form, within the time frame prescribed by Section 2101.5

23. The Seller/Servicer's failure to comply with the provisions of Section 3101.1 regarding the Freddie Mac Exclusionary List

24. Placement on the Exclusionary List of the Seller or Servicer, its parent, or an affiliate or subsidiary of the Seller or Servicer

25. The Seller/Servicer's failure to submit a complete and accurate Form 1107SF, Seller/Servicer Change Notification Form, within the time frame required in Section 2101.12 or 2101.13

26. Freddie Mac's determination that the Servicer's overall performance is unacceptable pursuant to Section 3501.2. Freddie Mac considers the Servicer Success Scorecard results (see Section 3501.2), together with other factors, including, but not limited to, Servicer

Success File Reviews, trends in performance, adequacy of staffing, audit results, and/or compliance with all requirements of the Purchase Documents in evaluating whether the Servicer's overall performance is unacceptable.

27. The failure of the Seller to deliver a minimum volume of Mortgages (measured by dollar amount or number of Mortgages) within the time frame specified by Freddie Mac

28. The Seller/Servicer's failure to maintain the confidentiality of the Exclusionary List or information contained on the Exclusionary List

29. The Seller/Servicer's failure to fulfill any obligation to Freddie Mac when due including, but not limited to, the failure to repurchase a Mortgage, pay fees or other monies, and remit custodial or buydown funds

30. The Seller/Servicer's failure to provide audited or Reviewed Financial Statements for its parent, subsidiaries and affiliates upon Freddie Mac request

When the Seller is also a Servicer, suspension or disqualification as a Seller is sufficient cause for suspension or disqualification as a Servicer or termination of all or a portion of Servicing with cause. Whether or not Freddie Mac terminates Servicing by the Servicer, any of the above events is cause for revocation of the power of attorney granted to the Servicer in accordance with Section 8101.2. When the Servicer is also a Seller, suspension or disqualification as a Servicer or termination of all or a portion of Servicing with cause under Chapter 3603 is sufficient cause for suspension or disqualification as a Seller.

(b) Disqualification or suspension without cause

Freddie Mac may disqualify or suspend a Seller or a Servicer without cause. Disqualification or suspension of a Seller or a Servicer without cause will be effective immediately upon notice of the disqualification or suspension, unless the notice specifies a later date. During the period of Seller disqualification or suspension, Freddie Mac may, at its discretion, determine whether outstanding commitments held by the Seller must be honored or the outstanding balance of the commitment fulfilled by using the pairoff procedure (see Section 6401.1). A Seller will not be entitled to a termination fee or any other compensation from Freddie Mac for any reason or cause relating to any consequential, incidental or indirect damages arising out of, or in connection with, its disqualification or suspension without cause.

Notwithstanding Sections 2301.3 through 2301.6, Freddie Mac's decision to suspend or disqualify a Seller without cause or to terminate Servicing without cause is conclusive.

2301.3: Notice of intent to disqualify or suspend the Seller or the Servicer (03/02/16)

Freddie Mac will not provide the Seller or the Servicer with prior written notice of an intent to disqualify or suspend the Seller or the Servicer, unless Freddie Mac determines, in its discretion, that the giving of prior notice will in no way adversely affect Freddie Mac's interests. In such cases, 30 days' prior written notice will be given. Certain violations of this Guide (such as the commission of fraudulent acts or the failure to deliver under a mandatory delivery purchase program) are viewed with particular seriousness by Freddie Mac. In such cases, Freddie Mac will tend to act without prior written notice to disqualify or suspend the Seller. If prior written notice is not provided, disqualification or suspension will become effective upon oral notice from Freddie Mac to the Seller. Written confirmation of that oral notice will follow.

Any prior written notice or written confirmation of oral notice will contain a brief statement of the basis for the disqualification or suspension and may advise the Seller or the Servicer of its right to obtain a review of Freddie Mac's action or proposed action if permitted in accordance with the procedures in Section 2301.5.

Before giving notice of disqualification or suspension, Freddie Mac may, in its discretion, notify a Seller or a Servicer that it has violated, is violating or may be about to violate provisions of this Guide or other Purchase Documents, and that unless corrective action is taken within a specified time period, disqualification or suspension may result. Freddie Mac may give the notification as part of an audit report or as a result of any other review or investigation of the Seller or the Servicer by Freddie Mac. Any such notification may be issued by means determined by Freddie Mac including, but not limited to, electronic mail to the Seller's or Servicer's e-mail address provided to Freddie Mac by the Seller or Servicer in accordance with Freddie Mac's requirements.

2301.4: Request for voluntary termination of status as a Freddie Mac Seller or Servicer (03/02/16)

A Seller/Servicer may ask for a voluntary termination of its status as a Freddie Mac-approved Seller and/or Servicer by submitting a request to Freddie Mac. The request may be submitted in writing or may be submitted or transmitted in the form of a Record or Electronic Record, as those terms are defined in Section 1401.2, by the Seller/Servicer's authorized employee or representative. If the request is in electronic form, it must be signed using the Seller/Servicer's Electronic Signature and will be subject to Chapter 1401. The request will be deemed to have been duly given to and received by Freddie Mac on the date such request is:

- Received in writing by Freddie Mac **(see Directory 1)** via first class mail, or

- Received in electronic form (e-mail) as an Electronic Record by Freddie Mac's computer information processing system via the Internet, at its Internet e-mail address **(see Directory 1)**

- Received as a Record or Electronic Record in electronic form (facsimile) by Freddie Mac's electronic facsimile machine or system at Freddie Mac **(see Directory 1)**

Other addresses may be substituted for the above upon notice of the substitution.

The Seller/Servicer may also request the termination of its status as a Freddie Mac approved Seller and/or Servicer by completing the appropriate section of the Form 1107SF, Seller/Servicer Change Notification Form, and submitting the form to Freddie Mac.

The Seller/Servicer's voluntary termination shall not be effective until an authorized representative of Freddie Mac has approved the request in writing or in a Record or Electronic Record. Freddie Mac may condition its approval of a voluntary termination on requirements such as full satisfaction of the Seller or Servicer's outstanding obligations due Freddie Mac, the transfer of any portfolio, and/or compensation to Freddie Mac for a negatively-valued portfolio. In the event of a portfolio transfer, the Servicer is responsible for all transfer-related expenses, and remains responsible and liable to Freddie Mac for all representations and warranties arising prior to the transfer.

2301.5: Appeal (03/02/16)

The provisions of this section and Section 2301.6 do not apply to Sellers and Servicers approved by Freddie Mac on or after October 3, 2012 to sell and/or service Mortgages. Those Sellers and Servicers do not have a right to appeal Freddie Mac's notice of determination to disqualify or suspend.

A Seller or Servicer approved to sell and/or service Mortgages for Freddie Mac prior to October 3, 2012 may write to Freddie Mac **(see Directory 1)** to appeal a determination to disqualify or suspend with cause pursuant to Section 2301.2(a).

The appeal must be postmarked or hand delivered no later than 15 days:

- From the date the Seller or the Servicer received written notice of Freddie Mac's intention to suspend or disqualify, or
- If prior written notice was not provided by Freddie Mac, from the date the Seller or Servicer received written confirmation of Freddie Mac's oral notice to suspend or disqualify

If an appeal is not filed within the 15-day period, the Seller or Servicer will be deemed to have waived its right to appeal.

Any appeal must provide Freddie Mac with information and documentation that clearly supports the Seller's or Servicer's request for reconsideration of Freddie Mac's disqualification or suspension determination.

2301.6: Final decision (03/02/16)

Freddie Mac's Vice President — Counterparty Credit Risk Management, or that person's designee, will review the appeal of the Seller/Servicer if eligible to file an appeal under Section 2301.5 before rendering a final decision.

The Vice President — Counterparty Credit Risk Management, or that person's designee, will then render a final decision in writing to the Seller/Servicer either affirming, reversing or modifying Freddie Mac's prior determination to disqualify or suspend.

Chapter 2401: Systems License

2401.1: Systems license (03/02/16)

(a) Definitions

The definitions below apply for purposes of this Section 2401.1. Capitalized terms used but not defined in this Section 2401.1 have the meaning set forth in the Glossary.

- "Affiliated Third Parties" means third parties engaged to perform services for the Seller/Servicer
- "Documentation" means any written instructions, user guides, job aids, training materials and other documentation that Freddie Mac provides to the Seller/Servicer relating to any System
- "Output" means any output or content of the Systems that is provided to or made available to the Seller/Servicer
- "Permitted Users" means the Seller/Servicer's employees and Affiliated Third Parties who need to access or use the applicable Systems, Documentation and Output in connection with their responsibilities to the Seller/Servicer
- "Purpose" is defined in Section 2401.1(c)(i)
- "Software" is defined in the definition of "Systems" below
- "Systems" means any systems, computers, fax machines, other electronic devices, hardware, software and applications ("Software"), web sites, Internet, private networks, telephone lines or wireless communications, proprietary coding, interfaces and/or connectivity, whether owned, leased, licensed or otherwise used by Freddie Mac, that Freddie Mac provides or makes available to the Seller/Servicer in connection with the sale of Mortgages to Freddie Mac or the Servicing of Mortgages owned, guaranteed or securitized by Freddie Mac and that are not otherwise covered by the terms of a separate user agreement, license or similar document in the Guide or other Purchase Documents
- "Support Services" means services or support provided by Freddie Mac or its contractors to the Seller/Servicer in connection with the Systems
- "User" means the Seller/Servicer and any person or entity who gains access to the Systems, Output and Documentation directly or indirectly through the Seller/Servicer, including but not limited to Permitted Users

(b) Scope and applicability

The Seller/Servicer agrees that the provisions of this Section 2401.1 apply to its and its Users' use of any Systems.

(c) Authorization to use the Freddie Mac Systems, Output and Documentation

(i) Freddie Mac authorizes the Seller/Servicer to use the Systems, Output and Documentation, at no cost unless otherwise indicated by Freddie Mac in the relevant Documentation, solely in connection with the sale of Mortgages to Freddie Mac or the Servicing of Mortgages owned, guaranteed or securitized by Freddie Mac (the "Purpose").

(ii) The Seller/Servicer may, consistent with the Purpose, allow Permitted Users to use the Systems, Output and Documentation to the extent necessary in connection with their responsibilities to Seller/Servicer and provided such Permitted Users are bound by and under a duty to comply with the terms of this Section 2401.1.

(iii) The Seller/Servicer will not permit any person or entity on the Freddie Mac Exclusionary List to access or use the Systems, Output or Documentation.

(d) Seller/Servicer's use of the Systems and Documentation

(i) Use of the Systems, Output and Documentation is subject to and must comply at all times with (A) the terms of this Section 2401.1, (B) the Documentation (including any instructions relating to administering user IDs, passwords and any other Confidential Means of Access (as that term is defined in Section 1401.2) to the Systems), and (C) all other applicable requirements of the Purchase Documents (including, without limitation and as applicable, requirements relating to confidentiality).

(ii) Except as permitted by Section 2401.1(c), the Seller/Servicer will not enable or permit any person or entity to access or use the Systems, Output or Documentation, directly or indirectly through Seller/Servicer.

(iii) The Seller/Servicer is fully responsible for use of the Systems, Output and Documentation by any User and shall have controls in place to ensure that Permitted Users comply with the terms of this Section 2401.1 in their use of the Systems, Output and Documentation.

(iv) The Seller/Servicer will immediately notify Freddie Mac if it becomes aware of unauthorized access to or use of the Systems by any person or entity

(v) Freddie Mac reserves the right, at any time and in its sole discretion, to modify, enhance or retire the Systems, Output, Documentation and Support Services.

(vi) For Software residing at any Seller/Servicer site or on any Seller/Servicer systems, the Seller/Servicer will (unless agreed otherwise by Freddie Mac in writing) use only the most recent version of the Software provided or made available by Freddie Mac and will follow Freddie Mac's instructions concerning the cessation of use of any old or retired versions of the Software.

(vii) The Seller/Servicer will permit (and require applicable Affiliated Third Parties to permit) Freddie Mac, from time to time upon reasonable notice, to audit facilities and systems used in conjunction with the Systems to confirm compliance with the requirements of this Section 2401.1.

(e) Seller/Servicer's warranties; indemnification

(i) The Seller/Servicer acknowledges and agrees that (A) all of the representations and warranties it is deemed to make under the Purchase Documents with respect to loan documentation, data and other information it provides to Freddie Mac shall apply to any such materials it or any User provides to Freddie Mac through the Systems, and (B) Freddie Mac will have all rights and remedies available to it under the Guide with respect to a breach by the Seller/Servicer of any such representation or warranty or any Seller/Servicer misrepresentation.

(ii) The Seller/Servicer agrees to indemnify and defend Freddie Mac (including its officers, representatives and agents) and hold it and them harmless from and against any and all third-party claims and related damages, judgments, liabilities, fines, penalties, losses, costs, and expenses, including reasonable attorneys' fees, arising out of or relating to any Users' use of the Systems, Output and Documentation, other than claims arising directly out of the violation of applicable laws by the Systems, Output and Documentation themselves. The Seller/Servicer will have the right to control the defense and settlement of any such claims, subject to Freddie Mac's consent, which will not be unreasonably withheld. Freddie Mac will provide the Seller/Servicer with notice of any such claim promptly after it comes to Freddie Mac's attention and will provide reasonable cooperation and assistance in the defense or settlement of the claim, at the Seller/Servicer's sole cost and expense.

(f) Freddie Mac's limited warranty and liability limitation

(i) Freddie Mac represents that it has the right to grant the Seller/Servicer the rights specified in this Section 2401.1.

(ii) EXCEPT AS EXPRESSLY PROVIDED IN SECTION 2401.1(f)(i), THE SYSTEMS, THE OUTPUT, THE DOCUMENTATION, AND THE SUPPORT SERVICES ARE PROVIDED "AS IS" AND "AS AVAILABLE," AND ALL USES OF THE FOREGOING ARE AT USERS' SOLE RISK. EXCEPT TO THE EXTENT EXPRESSLY PROVIDED IN SECTION 2401.1(e)(i) ABOVE, ALL WARRANTIES CONCERNING THE SYSTEMS, THE OUTPUT, THE DOCUMENTATION, AND THE SUPPORT SERVICES, BOTH EXPRESS AND IMPLIED, ARE HEREBY EXPRESSLY DISCLAIMED, INCLUDING, WITHOUT LIMITATION, ANY WARRANTIES OF MERCHANTABILITY, ACCURACY AND/OR FITNESS FOR A PARTICULAR PURPOSE.

(iii) FREDDIE MAC WILL HAVE NO LIABILITY TO ANY USER OR ANY THIRD PARTIES FOR INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES OF ANY TYPE WHATSOEVER,

INCLUDING WITHOUT LIMITATION, LOST PROFITS, ARISING OUT OF OR RELATING IN ANY MANNER WHATSOEVER TO ANY USER'S USE OF THE SYSTEMS, THE OUTPUT, THE DOCUMENTATION, OR THE SUPPORT SERVICES, WHETHER UNDER A CONTRACT, TORT OR ANY OTHER THEORY OF LIABILITY, EVEN IF FREDDIE MAC IS AWARE OF THE POSSIBILITY OF SUCH DAMAGES. IN ADDITION, FREDDIE MAC WILL HAVE NO LIABILITY TO ANY USER FOR THIRD-PARTY CLAIMS MADE AGAINST ANY USER ARISING OUT OF, OR RELATING TO, THE SELLER/SERVICER'S OR ANY USER'S USE OF OR INABILITY TO USE THE SYSTEMS. WITHOUT LIMITING THE FOREGOING, FREDDIE MAC'S SOLE LIABILITY ARISING OUT OF OR RELATING TO THE SYSTEMS, THE OUTPUT, THE DOCUMENTATION, AND THE SUPPORT SERVICES FROM ANY SOURCE AND UNDER ANY THEORY OF LIABILITY, WHATSOEVER, INCLUDING (WITHOUT LIMITATION) LIABILITY ARISING OUT OF CONTRACT, NEGLIGENCE OR STRICT LIABILITY, OR IN TORT OR WARRANTY, WILL CONSIST OF MONETARY DAMAGES UP TO, BUT NOT TO EXCEED, AN AGGREGATE OF $5,000.

(g) Ownership of the Systems, Output and Documentation

The Systems, Output and Documentation are the sole and exclusive property of Freddie Mac or its licensors. The Seller/Servicer acknowledges that it has no ownership or other rights or interest in the Systems, Output or Documentation, except to the extent of the rights expressly granted in this Section 2401.1, and will treat all nonpublic information and data concerning the Systems, the Output, Documentation and Support Services as strictly confidential. The Seller/Servicer will not modify, enhance, disassemble or reverse engineer the Systems or the Output in any manner or for any reason. The Seller/Servicer will not copy any System, in whole or in part, other than for the limited purpose of creating a single archival or backup copy. The Seller/Servicer will reproduce without modification on any copy of the Systems, Output or Documentation all copyright, confidentiality and other proprietary notices included on the original version or otherwise provided by Freddie Mac.

(h) Termination of license

(i) Freddie Mac reserves the right, at any time in its sole discretion and upon notice to the Seller/Servicer, to (A) terminate the Seller/Servicer's license to use all or any of the Systems, which as of the effective date of such termination will terminate the rights of all Permitted Users as to such Systems, and (B) to terminate the rights of any Permitted User to use all or any of the Systems. Such notices may be given via the applicable System, electronic mail or other written communication from Freddie Mac. Freddie Mac may terminate, in its sole discretion and without notice, what it believes to be unauthorized access to the Systems by any person or entity.

(ii) Unless authorized otherwise by Freddie Mac in writing, the Seller/Servicer's license to use the Systems will automatically terminate if and when the Seller/Servicer's ceases to be an approved Freddie Mac Seller/Servicer. A

Permitted User's rights to use the Systems will automatically terminate if and when such Permitted User is included on the Freddie Mac Exclusionary List.

(iii) Upon termination of the Seller/Servicer's right to use any System, the Seller/Servicer will have no further right to use or retain such System or any associated Documentation, Output or Support Services, except that the Seller/Servicer may retain and continue to use a copy of any Output associated with the System to the extent required by (A) the Purchase Documents, (B) The Seller/Servicer's normal internal quality control processes or document retention protocols, or (C) applicable law, in each case subject to the provisions of this Section 2401.1. Upon termination, the Seller/Servicer will promptly, and in no event later than 30 days after the effective date of such termination, return to Freddie Mac (or, if requested by Freddie Mac, destroy and have a Seller/Servicer officer certify in writing that it has destroyed) all copies of Software and Documentation.

Chapter 2402: Selling Mortgages through the Selling System[SM]

2402.1: Sale of Mortgages through the Selling System[SM] (03/02/16)

This chapter sets forth special requirements for the sale of Home Mortgages through the Selling System[SM], Freddie Mac's web-based system for selling Mortgages. The Selling System is accessible at the following URL: **https://sell.freddiemac.com.**

A Seller may sell Mortgages to Freddie Mac through the Selling System using the particular functionality that Freddie Mac, in its sole discretion, makes available to the Seller effective as of the date specified by Freddie Mac.

2402.2: Eligible Sellers (03/02/16)

To sell Home Mortgages through the Selling System[SM], a Seller must:

- Receive a secure means of access to the Selling System from Freddie Mac
- Agree to certain additional terms and conditions contained within the Selling System
- Comply with the other applicable terms and conditions in the Guide and Seller's other Purchase Documents

By virtue of its use of the Selling System, each approved Seller agrees to be bound by the Purchase Documents including, but not limited to, Chapter 1401, the applicable terms of this chapter, the terms of any additional Guide chapters providing for use of specific Selling System functionality and any additional terms and conditions contained within the Selling System.

2402.3: Separate written agreements superseded (03/02/16)

In the event a Seller enters into a separate written agreement with Freddie Mac for use of specific Selling System[SM] functionality, and subsequently the Guide is revised to include provisions governing the use of such functionality, such separate written agreement shall have no further force or effect and shall be superseded and replaced by the Guide provisions as of the effective date of those provisions.

2402.4: Termination of eligibility (03/02/16)

The Seller acknowledges and agrees that at any time and in addition to any other remedies Freddie Mac is entitled to under the Purchase Documents, Freddie Mac (i) may revoke its consent for a Seller to use the provisions of this chapter or any chapter providing terms for the sale of Mortgages to Freddie Mac using the Selling System^{SM} and (ii) may terminate a Seller's eligibility to use any application or functionality within the Selling System.

2402.5: Incorporation of the Selling System^{SM} into the Purchase Documents (03/02/16)

The Selling System^{SM} including, but not limited to, all of its visual content displayed on screens and pages, system processes, system rules, terms and conditions, privacy policy and instructions, is incorporated into and made a part of the Purchase Documents. In addition, any amendments, modifications, revisions, changes, and/or updates made to the Selling System by Freddie Mac, from time to time, will be automatically incorporated into and made a part of the Purchase Documents whenever such amendments, modifications, revisions, changes, and/or updates are published, disseminated or otherwise made available to a Seller by Freddie Mac.

2402.6: Special representations and warranties (03/02/16)

The Seller represents and warrants that it will comply with all of the terms, conditions and requirements of this chapter, any additional Guide chapters providing for use of Selling System^{SM} functionality, the Selling System, the Guide and all other applicable Purchase Documents.

2402.7: Consent to conduct electronic transactions (03/02/16)

The Seller consents to conduct Electronic Transactions, as defined in Chapter 1401, with Freddie Mac using the Selling System^{SM} including, but not limited to, using Records, Electronic Records and Electronic Signatures in accordance with and as defined in Chapter 1401 and agrees that the Seller will be bound by the terms and conditions of such Electronic Transactions. When using the Selling System, the Seller will make on-screen selections by "clicking on" certain designated items, icons or buttons to signify the Seller's selection and/or agreement with various terms and conditions presented within the Selling System. The Seller's Electronic Signature, includes, but is not necessarily limited to, the process or action of "clicking on" such designated items, icons or buttons.

2402.8: System security (03/02/16)

Freddie Mac, in its sole discretion, will provide Sellers and Document Custodians with, or require Sellers and Document Custodians to create, user IDs, passwords, personal identification numbers and/or access codes, as applicable, to permit secure access to the Selling System[SM]. Sellers and Document Custodians must adopt security measures in accordance with Sections 1401.5 and 1401.6.

In addition to the notification requirements in Section 1401.5, Sellers and Document Custodians must immediately notify Freddie Mac in the event the Seller or Document Custodian terminates an employee's authorization to access the Selling System by submitting a new Form 900, Selling System Authorized User Identification and Certification Form, or Form 901, Document Custodian Selling System Authorized User Identification & Certification Form, as applicable, to Freddie Mac.

In the event of an emergency, the Seller or Document Custodian may request termination of Selling System access of a previously authorized employee by transmitting a fax copy of a new Form 900 or Form 901, as applicable, to Freddie Mac at 703-738-1532, or e-FAX to **pe_customer_setup@freddiemac.com**. Promptly thereafter, the Seller or Document Custodian must submit a duly executed new paper Form 900 or Form 901, as applicable. Freddie Mac will make every effort to prevent the employee from accessing the Selling System promptly after the initial request, but cannot guarantee that it will be able to prevent the employee from accessing the Selling System before access has been terminated in accordance with the submitted paper Form 900 or Form 901.

Although Freddie Mac reserves the right to verify the information in or authenticity of any new Form 900 or Form 901, as applicable, submitted to Freddie Mac, the Seller and Document Custodian may not consider our failure to do so an act of negligence.

2402.8: System security (Future effective date 05/02/16)

Freddie Mac, in its sole discretion, will provide Sellers and Document Custodians with, or require Sellers and Document Custodians to create, user IDs, passwords, personal identification numbers and/or access codes, as applicable, to permit secure access to the Selling System[SM]. Sellers and Document Custodians must adopt security measures in accordance with Sections 1302.2, 1401.5 and 1401.6.

In addition to the notification requirements in Section 1401.5, Sellers and Document Custodians must immediately notify Freddie Mac in the event the Seller or Document Custodian terminates an employee's authorization to access the Selling System by submitting a new Form 900, Selling System Authorized User Identification and Certification Form, or Form 901, Document Custodian Selling System Authorized User Identification & Certification Form, as applicable, to Freddie Mac.

In the event of an emergency, the Seller or Document Custodian may request termination of Selling System access of a previously authorized employee by transmitting a fax copy of a new Form 900 or Form 901, as applicable, to Freddie Mac at 703-738-1532, or e-FAX to **pe_customer_setup@freddiemac.com**. Promptly thereafter, the Seller or Document Custodian must submit a duly executed new paper Form 900 or Form 901, as applicable. Freddie Mac will make every effort to prevent the employee from accessing the Selling System promptly after the initial request, but cannot guarantee that it will be able to prevent the employee from accessing the Selling System before access has been terminated in accordance with the submitted paper Form 900 or Form 901.

Although Freddie Mac reserves the right to verify the information in or authenticity of any new Form 900 or Form 901, as applicable, submitted to Freddie Mac, the Seller and Document Custodian may not consider our failure to do so an act of negligence.

2402.9: Access to copies of transaction records (03/02/16)

The Seller acknowledges and agrees that its ongoing access to copies of Records and Electronic Records related to any Electronic Transactions, as those terms are defined in Chapter 1401, conducted by Seller using the Selling System^{SM} will be:

- Paper copies the Seller prints out using Seller's computer print capabilities and its printer, or
- Electronic copies Seller is able to download to its computer or copy to a disk

Accordingly, the Seller assumes responsibility for obtaining and retaining copies of any such Records and Electronic Records for the Seller's future reference. If the Seller is unable to print, download or copy any of the Records or Electronic Records, the Seller may contact Freddie Mac for assistance in obtaining copies of the Electronic Records that Freddie Mac may have stored.

2402.10: System requirements (03/02/16)

The Seller acknowledges and agrees that Freddie Mac has provided Seller with written or electronic information that describes the minimum hardware, software, browser and other Internet connectivity requirements Seller must comply with in order to conduct Electronic Transactions, as that term is defined in Chapter 1401, with Freddie Mac using the Selling System^{SM}.

2402.11: User roles (03/02/16)

(a) Seller roles

In connection with use of the Selling System[SM], the Seller must provide information to Freddie Mac regarding authorized Selling System users and their designated user roles. The Seller must submit this information to Freddie Mac by completing and submitting Form 900, Selling System Authorized User Identification and Certification Form.

Upon receipt of the initial completed form, Freddie Mac will provide the Seller with user IDs and passwords for the designated individuals. The Seller must submit Form 900 to add, delete, modify or confirm an individual's existing user roles. See Section 2402.8 with respect to system security and Seller's responsibility.

Any employee or employees identified on Form 900 as performing the Setup Manager role (to approve wire transfer information and instructions in the applicable Selling System screens on the Seller's behalf) must be designated by the Seller as one of the employees authorized to provide Freddie Mac with instructions (or modify instructions) to transfer funds or securities on the Seller's behalf in connection with the sale of Mortgages to Freddie Mac on the Seller's Form 988SF-1, Certificate of Incumbency for a Bank, Savings Bank, Savings and Loan Association, Credit Union or Corporation, Form 988SF-2, Certificate of Incumbency for a Limited Liability Company, or Form 989SF, Certificate of Incumbency for a Limited Partnership, as applicable (see Section 2201.1 for more information regarding Certificate of Incumbency requirements).

(b) Document Custodian roles

In connection with use of the Selling System, the Document Custodian must provide information to Freddie Mac regarding Document Custodian's authorized Selling System users and their designated user roles. The Document Custodian must submit this information to Freddie Mac by completing and submitting Form 901, Document Custodian Selling System Authorized User Identification & Certification Form, for each Seller with which the Document Custodian has established a custodian relationship, in accordance with Section 2202.3.

Upon receipt of the completed form, Freddie Mac will assign user roles in the Selling System and issue user IDs and/or passwords to Authorized Users.

By executing the Form 901, the Document Custodian represents and warrants to, and covenants with, Freddie Mac that Freddie Mac may rely on the information on the executed Form 901 until such time as the Document Custodian requests that it be modified or that a user be removed. To add, remove or change a user role, a Document Custodian must submit a new Form 901. See Section 2402.8 for requirements related to information security.

Chapter 2403: Additional Selling Tools and Systems

2403.1: Loan Prospector® User Agreement (03/02/16)

(a) Terms of agreement

Each Seller that uses Loan Prospector (either directly or through an authorized agent), by virtue of such use, will be deemed to have agreed to the terms and conditions set forth in the Loan Prospector User Agreement, as included in this Guide as Exhibit 15, Loan Prospector® User Agreement, to the same extent as if the Seller had executed the Agreement as a "User," except to the extent otherwise expressly agreed to by Freddie Mac and the Seller in writing.

(b) Third-party use of Loan Prospector

A Seller that uses Loan Prospector may request that a third party be permitted to use Loan Prospector as an agent of Seller. A Seller making such a request must submit it to its Loan Prospector Technology Sales Representative.

Freddie Mac may, in the exercise of its sole and absolute discretion, approve or disapprove such a request. If Freddie Mac approves such a request, it shall do so in the manner specified in Exhibit 29, Agreement of Terms and Conditions for Third-Party Use of Loan Prospector®. Each Seller that receives approval for such third-party use agrees that all such use granted pursuant to Seller's request shall be in accordance with the terms set forth in Exhibit 29, to the same extent as if the Seller had executed the Agreement as a "User."

(c) Use of data accessed through Loan Prospector

A Seller that accesses Home Value Explorer® (HVE®) values for Freddie Mac Relief Refinance Mortgages℠ through the Loan Prospector browser and a Loan Prospector User that receives Home Value Explorer (HVE) values on the Feedback Certificate will be deemed to have agreed to the terms and conditions relating to use of data generated by Home Value Explorer (HVE) set forth in the Terms Relating to Use of Data Generated by Home Value Explorer, included in this Guide as Exhibit 32, Terms Relating to Use of Data Generated by Home Value Explorer®.

2403.2: Automated Underwriting System Timesharing Agreement (03/02/16)

Each Seller that uses Loan Prospector® on a timesharing basis to request evaluations with respect to certain Mortgages will be deemed to have agreed to the terms and conditions set forth in the Automated Underwriting System Timesharing Agreement, as included in this Guide as Exhibit

16, Automated Underwriting System Timesharing Agreement, to the same extent as if the Seller had executed the Agreement as a "Customer," except to the extent otherwise expressly agreed to by Freddie Mac and the Seller in writing.

2403.3: Use of Home Value Explorer® (HVE®) data provided directly by Freddie Mac (03/02/16)

From time to time, Freddie Mac may provide Seller/Servicers directly with data generated by Home Value Explorer (HVE) (the "HVE data"), either electronically or by other means.

Seller/Servicers receiving HVE data directly from Freddie Mac (as opposed to through an authorized Home Value Explorer (HVE) distributor or re-seller) will be deemed to have agreed to the terms and conditions relating to use of data generated by Home Value Explorer (HVE) set forth in Exhibit 32, Terms Relating to Use of Data Generated by Home Value Explorer.

2403.4: Loan Quality Advisor℠ Agreement (03/02/16)

Each Seller that uses Loan Quality Advisor, by virtue of such use, will be deemed to have agreed to the terms and conditions set forth in the Loan Quality Advisor℠ Agreement ("Agreement"), as included in this Guide as Exhibit 37, Loan Quality Advisor℠ Agreement, to the same extent as if the Seller had executed the Agreement by a duly authorized representative of the Seller signing the Agreement by hand, except to the extent otherwise expressly agreed to by Freddie Mac and the Seller in writing.

2403.5: Quality Control Information Manager (03/02/16)

Quality Control Information Manager is a system that hosts for Freddie Mac certain quality control loan management data and remedy management information for Mortgages Freddie Mac owns or guarantees. Each Seller/Servicer that uses Quality Control Information Manager, by virtue of such use, will be deemed to have agreed to the terms and conditions set forth in the Quality Control Information Manager Agreement ("Agreement"), included in the Guide as Exhibit 38, Quality Control Information Manager Agreement, to the same extent as if the Seller/Servicer had executed the Agreement by a duly authorized representative of the Seller/Servicer signing the Agreement, by hand, except to the extent otherwise expressly agreed to by Freddie Mac and the Seller/Servicer in writing.

2403.6: Freddie Mac Loan Coverage Advisor℠ (03/02/16)

Freddie Mac Loan Coverage Advisor℠ (LCVA) is an Internet-based application that calculates, tracks and publishes the date on which the Seller and/or Servicer is relieved of certain specified

selling representations and warranties related to underwriting the Borrower, Mortgaged Premises and project in which the Mortgaged Premises is located for Mortgages sold to Freddie Mac. The Seller/Servicer's use of LCVA is governed by Exhibit 39, Freddie Mac Loan Coverage Advisor℠ User Agreement, Form 906, Freddie Mac Loan Coverage Advisor℠ Authorized User Role Form and the Seller/Servicer's other applicable Purchase Documents, as amended from time to time.

In connection with the use of LCVA, the Seller/Servicer must provide information to Freddie Mac regarding the Seller/Servicer's employee(s) who will serve as the "Customer Administrator" and in the authorized LCVA Authorized User Role of "Read-Only User." The Seller/Servicer must provide this information to Freddie Mac by completing, signing and submitting Form 906 to Freddie Mac.

Upon receipt of the initial completed and signed Form 906, Freddie Mac will provide the Customer Administrator with user IDs for the Read-Only Users. The Seller/Servicer must complete, sign and deliver a new Form 906 to change the Customer Administrator and/or to add, modify or delete any Read-Only User.

The Seller/Servicer is responsible for confirming its Seller/Servicer numbers: (i) reported to Freddie Mac on Form 906 and (ii) reported to the Seller by Freddie Mac pursuant to Form 906.

By virtue of the Seller/Servicer's use of LCVA, the Seller/Servicer shall be conclusively deemed to have agreed to be bound: (i) by the terms and conditions set forth in Exhibit 39, Form 906 and the Seller/Servicer's other applicable Purchase Documents, as amended from time to time, and (ii) in the same manner and to the same extent the Seller/Servicer would be bound had the Seller/Servicer's duly authorized representative executed a paper version of Exhibit 39 with a pen and ink signature.

Chapter 2404: Requirements for Servicing Mortgages Using the Freddie Mac Service Loans Application

2404.1: Using the Freddie Mac Service Loans Application (03/02/16)

This chapter sets forth special requirements for using the Freddie Mac Service Loans application, Freddie Mac's web-based application for reporting loan-level information to Freddie Mac and performing other Mortgage Servicing activities, such as processing Subsequent Transfers of Servicing requests. The Servicer may also access certain other Freddie Mac technology tools, such as Default Reporting Manager℠ and the Servicer Performance Profile, from the Service Loans application.

The Service Loans application is accessible at **http://www.freddiemac.com/singlefamily/service/.**

The Servicer should refer to Chapter 1401 for the definition of the following terms used in this chapter:

- Confidential Means of Access
- Electronic
- Electronic Record
- Electronic Signature
- Electronic Transaction
- Record

The Servicer should refer to the following sections and chapters for additional information on reporting requirements:

- Section 9102.8 for default reporting requirements
- Section 9102.7 for reporting requirements for Mortgages with respect to which a Servicer is pursuing an alternative to foreclosure
- Chapters 8301 and 8303 for monthly loan-level exception and non-exception activity reporting requirements

To service Mortgages using the Service Loans application, the Servicer must:

- Receive a user ID and password or other Confidential Means of Access to the Service Loans application from Freddie Mac for each of the Servicer's employees who need access to the Service Loans application
- Agree to the terms and conditions for use of the Service Loans application
- Comply with the other applicable terms and conditions in the Guide and the Servicer's other Purchase Documents

The Servicer will be deemed to have agreed to and be bound by all of the terms and conditions for access and use of the Service Loans application whenever an employee of the Servicer: (i) accesses the Service Loans application by entering such employee's user identification code ("User ID") and password; (ii) clicks the "I Agree" button following the paragraph titled "Agreement in Connection with the Use of the Freddie Mac Service Loans application" presented on an early screen in the Service Loans application; and/or (iii) uses the Service Loans application in connection with Servicing Mortgages for Freddie Mac.

Reporting requirements and requirements for data transmissions or submissions apply to those activities conducted through the Service Loans application, unless otherwise specifically provided.

2404.2: Prior user agreement superseded (03/02/16)

In the event a Servicer has entered into a written user agreement with Freddie Mac to use the Freddie Mac Service Loans application prior to the date this Chapter 2404 is published, such prior written user agreement shall, as of such publication date, have no further force or effect and is superseded and replaced in its entirety by the provisions of this chapter.

2404.3: Freddie Mac Service Loans application incorporated into the Guide (03/02/16)

The Freddie Mac Service Loans application, including, without limitation, all visual content displayed on screens and pages, system processes, system rules, terms and conditions, privacy policy, user guides and instructions, is by this reference, incorporated into and made a part of the Guide and other Purchase Documents.

2404.4: Amendments (03/02/16)

The Servicer acknowledges and agrees that Freddie Mac may amend, revise and/or update the Freddie Mac Service Loans application, this chapter and/or any other applicable Purchase Documents and any such amendment, revision and/or update will be effective as of the date specified by Freddie Mac.

2404.5: Special representations and warranties (03/02/16)

The Servicer represents and warrants to and covenants with Freddie Mac that the Servicer will comply with all of the requirements of this chapter, any other applicable Purchase Documents, system processes and rules, terms of use, privacy policy, security standards and any user guides and instructions in connection with Servicing Freddie Mac Mortgages using the Freddie Mac Service Loans application.

2404.6: Electronic Transactions (03/02/16)

(a) Consent to conduct Electronic Transactions

The Servicer consents to conduct Electronic Transactions with Freddie Mac using the Freddie Mac Service Loans application including, but not limited to, using Electronic Records and Electronic Signatures in accordance with Chapter 1401. The Servicer agrees that the Servicer's employees may use Electronic Signatures which shall be the Servicer's adopted and authorized Electronic Signatures, as defined in Section 1401.4, which also includes the process of using a computer mouse to "click on" terms, words, items, images, numbers or buttons on screens in the Service Loans application.

(b) Service Loans application requirements

The Servicer acknowledges that Freddie Mac has provided the Servicer with the minimum hardware, software, browser and other Internet connectivity requirements the Servicer needs to conduct Electronic Transactions using the Service Loans application.

2404.7: Security and Servicer responsibilities (03/02/16)

The Servicer must provide information to Freddie Mac in order to identify employees who are authorized to use the Freddie Mac Service Loans application ("Authorized Users") and the employee designated user roles by completing and submitting the Form 902, Freddie Mac Service Loans Application Authorized User Roles Form – For Use by Servicers Only.

In addition to the representations, warranties and agreements set forth therein, by executing and submitting the Form 479A, Single-Family Servicing Agent Certification, a Servicer also authorizes its Servicing Agent to access the Freddie Mac Service Loans application ("Service Loans application") and designate Servicing Agent employees to appropriate user roles to service certain Freddie Mac Mortgages (see Section 8102.1 for Servicing Agent approval requirements and Servicer's continuing duties and obligations). Upon receiving Freddie Mac approval, Servicing Agents must complete and submit Form 902SA, Freddie Mac Service Loans Application Authorized User Roles Form – For Use by Servicing Agents Only, to identify the Servicing Agent's duly authorized employees and their respective delegated user roles (also designated Authorized Users) to service only certain specifically and expressly identified Freddie Mac Mortgages as authorized by a written agreement between the Servicer and the Servicing Agent, which agreement has been provided to and approved by Freddie Mac.

Upon receipt of the completed Form 902 (or Form 902SA, as applicable), Freddie Mac will provide the Servicer (and/or its Servicing Agent, if applicable) with user identification codes ("User IDs") and passwords for Authorized Users to access the Service Loans application. Until further notice, the Servicer (and/or its Servicing Agent, if applicable) must submit a new Form 902 (or Form 902SA, as applicable) to add, delete, modify or confirm an individual's user roles.

The Servicer (and/or its Servicing Agent, if applicable) must adopt minimum security standards to protect such User IDs, passwords and/or Personal Identification Numbers (PINs) and any other Confidential Means of Access to the Service Loans application as required by Section 1401.5 and 1401.6. The Servicer agrees that the term "Seller/Servicer" used in Chapter 1401 shall also mean the word "Servicer." The Servicer agrees that the Servicer's (and/or its Servicing Agent's, if applicable) employees may use Electronic Signatures, which shall be the Servicer's adopted and authorized Electronic Signatures, as defined in Section 1401.4, which also includes the process of using a computer mouse to "click on" terms, words, items, images, numbers or buttons on screens in the Service Loans application.

The Servicer (and/or its Servicing Agent, if applicable) must notify Freddie Mac within one Business Day of an Authorized User's (i) name change, (ii) position/title change, (iii) employment termination, and/or (iv) authorization expiration or termination and submit a new Form 902 (or Form 902SA, as applicable) to Freddie Mac to reassign an Authorized User or revoke an Authorized User's User ID and password.

In addition, the Servicer (and/or its Servicing Agent, if applicable) must notify Freddie Mac within one Business Day:

- In the event of any loss, theft or unauthorized disclosure or use of any User IDs, passwords, PINs or any other Confidential Means of Access

- If any Authorized User has knowledge or reason to believe that the Authorized User's Confidential Means of Access to the Service Loans application is no longer secure for any reason

- If the Servicer uses a Servicing Agent and the Servicer has knowledge or reason to believe that the Servicing Agent is not complying with the Servicer's minimum security standards or other Purchase Documents

- In the event that the Servicer uses a Servicing Agent and the Servicing Agent relationship expires or is terminated for any reason by either party

2404.8: Access to copies of Electronic Transaction Records (03/02/16)

The Servicer acknowledges and agrees that the Servicer's ongoing access to copies of Records and Electronic Records related to any Electronic Transactions conducted by the Servicer in the Freddie Mac Service Loans application will be either:

- Paper copies printed by the Servicer, or

- Electronic copies the Servicer is able to download or save to its computers or copy

The Servicer acknowledges that it is responsible for making or obtaining copies of such Records and Electronic Records. If the Servicer is unable to print, download or copy any of the Records or Electronic Records, the Servicer may contact Freddie Mac for possible assistance.

Chapter 2405: Freddie Mac Reimbursement System

2405.1: Process for requesting expense reimbursement (03/02/16)

Refer to Bulletin 2016-2, which requires all Servicers to be set up to receive reimbursement of expenses and payment of incentives via Automated Clearing House credit entries, which may be implemented prior to the mandatory implementation of the August 1, 2016 effective version of this section.

The Servicer must submit a request for reimbursement via the Freddie Mac Reimbursement System (available at **http://www.freddiemac.com/singlefamily/service**) in accordance with the requirements of this chapter.

Any Servicer submitting an expense reimbursement request for the first time must obtain access to the system by submitting Form 1200, Reimbursement System User Setup Form, which is available at Freddie Mac's web site at **http://www.freddiemac.com/singlefamily/service**.

Servicers may choose to receive reimbursement of expenses and payment of incentives via Automated Clearing House (ACH) credit entries into their commercial checking accounts, rather than receiving paper checks. For instructions on how to receive ACH credit entries, Servicers should refer to Exhibit 98, Expense Reimbursement/Incentive Payment Authorization Agreement for ACH Credits.

Freddie Mac's expense reimbursement resources include:

- Reimbursement System User Guide
- Expense Reimbursement Desk Reference

2405.1: Process for requesting expense reimbursement and for receiving reimbursement of expenses and payment of incentives (Future effective date 08/01/16)

The Servicer must submit a request for reimbursement via the Freddie Mac Reimbursement System (available at **http://www.freddiemac.com/singlefamily/service**) in accordance with the requirements of this chapter.

Any Servicer submitting an expense reimbursement request for the first time must obtain access to the system by submitting Form 1200, Reimbursement System User Setup Form, which is available at Freddie Mac's web site at **http://www.freddiemac.com/singlefamily/service/**.

To be reimbursed for expenses and paid incentives, Servicers must authorize Freddie Mac to make such payments via Automated Clearing House (ACH) credit entries into their commercial checking accounts. To authorize receipt of ACH credit entries or to make changes to ACH credit account instructions previously provided, Servicers must follow the steps outlined in Exhibit 98, Expense Reimbursement/Incentive Payment Authorization Agreement for ACH Credits, and submit the form to the address provided.

Servicers may submit ACH credit-related questions or concerns to **104_Expense@freddiemac.com**.

Freddie Mac's expense reimbursement resources include:

- Reimbursement System User Guide
- Expense Reimbursement Desk Reference (available at **http://www.freddiemac.com/learn/pdfs/service/exp_reimburse.pdf**)

2405.2: Servicer bound by use of the Reimbursement System (03/02/16)

By virtue of Servicer's use of the Freddie Mac Reimbursement System, the Servicer agrees and is deemed to be bound by: (i) all of the provisions of the Reimbursement System User Agreement – Servicer set forth in Exhibit 91 of the Guide to the same degree as if the Servicer has signed such Agreement as "User"; (ii) Chapter 1401; (iii) the provisions of this Chapter 9701; and (iv) all other applicable terms and conditions of the Guide and other Purchase Documents.

2405.3: Consent to conduct Electronic Transactions (03/02/16)

Servicers should refer to Chapter 1401 for the definition of the following terms used in this section:

- Electronic Record
- Electronic Signature

- Electronic Transaction
- Record

Servicer consents to conduct Electronic Transactions with Freddie Mac using the Freddie Mac Reimbursement System including, but not limited to, Records, Electronic Records and Electronic Signatures in accordance with Chapter 1401 and agrees that Servicer will be bound by the terms and conditions of such Electronic Transactions. When using the Reimbursement System, the Servicer will make on-screen selections by "clicking on" certain designated terms, items, icons or buttons to signify Servicer's agreement with various terms and conditions presented within the Reimbursement System. Servicer's Electronic Signature, includes, but is not necessarily limited to, the process or action of "clicking on" such designated items, icons or buttons.

2405.4: System security (03/02/16)

Freddie Mac, in its sole discretion, will provide the initial password, vendor code and user identification to the Servicer. The Servicer must then create user IDs and passwords, as applicable, to permit secure access to the Freddie Mac Reimbursement System by authorized employees, and must adopt security measures in accordance with Sections 1401.5 and 1401.6 and 1401.17.

Managing access to the Reimbursement System

In addition to the notification requirements in Section 1401.5, the Servicer must create and maintain IDs and passwords in accordance with the Reimbursement System User Guide and Exhibit 91.

For security purposes, passwords and IDs should not be shared. The Servicer must ensure that only active employees of the Servicer or its permitted vendors with a need to use the Reimbursement System are given user access, and that such access is terminated whenever the employee or an authorized third party's employee is terminated or has no further need to use the Reimbursement System.

When managing user access to the Reimbursement System, Servicers must:

- Safeguard IDs, passwords, Personal Identification Numbers (PINs) and all other confidential means of access ("Confidential Means of Access") to the Reimbursement System
- Adopt minimum security standards to prevent the loss, theft or unauthorized disclosure or use of IDs, passwords, PINs or other Confidential Means of Access and information in the Reimbursement System
- Notify Freddie Mac within one Business Day **(see Directory 5)** in the event that:

- ❑ Any loss, theft or unauthorized disclosure or use of any authorized user's ID, password, PIN or any other Confidential Means of Access occurs

- ❑ The Servicer has knowledge or reason to believe that an authorized user's Confidential Means of Access to the Reimbursement System is no longer secure for any reason

- Indemnify and hold Freddie Mac harmless from and against any and all costs, fees (including legal fees and court costs), losses or damages sustained or incurred by Freddie Mac when a breach of security from the Servicer (and/or its Servicing Agent or permitted vendor, if applicable) results in the unauthorized disclosure or use of any IDs, passwords, PINs or any other Confidential Means of Access to information in the Reimbursement System application

- If the Servicer engages an authorized third-party service provider to perform loss mitigation activities including the use of the Reimbursement System in connection with the Servicing of Freddie Mac Mortgages, the Servicer must monitor its authorized third party to ensure compliance with all applicable requirements of the Guide and any other Purchase Documents and applicable law and have written policies and procedures in place for doing so

2405.4: System security (Future effective date 05/02/16)

Freddie Mac, in its sole discretion, will provide the initial password, vendor code and user identification to the Servicer. The Servicer must then create user IDs and passwords, as applicable, to permit secure access to the Freddie Mac Reimbursement System by authorized employees, and must adopt security measures in accordance with Sections 1302.2, 1401.5 and 1401.6 and 1401.17.

Managing access to the Reimbursement System

In addition to the notification requirements in Section 1401.5, the Servicer must create and maintain IDs and passwords in accordance with the Reimbursement System User Guide and Exhibit 91.

For security purposes, passwords and IDs should not be shared. The Servicer must ensure that only active employees of the Servicer or its permitted vendors with a need to use the Reimbursement System are given user access, and that such access is terminated whenever the employee or an authorized third party's employee is terminated or has no further need to use the Reimbursement System.

When managing user access to the Reimbursement System, Servicers must:

- Safeguard IDs, passwords, Personal Identification Numbers (PINs) and all other confidential means of access ("Confidential Means of Access") to the Reimbursement System

- Adopt minimum security standards to prevent the loss, theft or unauthorized disclosure or use of IDs, passwords, PINs or other Confidential Means of Access and information in the Reimbursement System

- Notify Freddie Mac within one Business Day **(see Directory 5)** in the event that:

  - Any loss, theft or unauthorized disclosure or use of any authorized user's ID, password, PIN or any other Confidential Means of Access occurs

  - The Servicer has knowledge or reason to believe that an authorized user's Confidential Means of Access to the Reimbursement System is no longer secure for any reason

- Indemnify and hold Freddie Mac harmless from and against any and all costs, fees (including legal fees and court costs), losses or damages sustained or incurred by Freddie Mac when a breach of security from the Servicer (and/or its Servicing Agent or permitted vendor, if applicable) results in the unauthorized disclosure or use of any IDs, passwords, PINs or any other Confidential Means of Access to information in the Reimbursement System application

- If the Servicer engages an authorized third-party service provider to perform loss mitigation activities including the use of the Reimbursement System in connection with the Servicing of Freddie Mac Mortgages, the Servicer must monitor its authorized third party to ensure compliance with all applicable requirements of the Guide and any other Purchase Documents and applicable law and have written policies and procedures in place for doing so

2405.5: Access to copies of Electronic Transaction Records (03/02/16)

Servicers should refer to Chapter 1401 for the definition of the following terms used in this section:

- Electronic

- Electronic Record

- Electronic Transaction

- Record

- System

The Servicer acknowledges and agrees that its ongoing access to copies of Records and Electronic Records related to any Electronic Transactions conducted by Servicer using the Freddie Mac Reimbursement System will be:

- Paper copies Servicer prints out using its Systems, print capabilities and its printer, or

- Electronic copies Servicer is able to download to its computer or copy to a disk or other Electronic device

Accordingly, the Servicer assumes responsibility for obtaining and retaining copies of any such Records and Electronic Records for Servicer's future reference. If the Servicer is unable to print, download or copy any of the Records or Electronic Records, the Servicer may contact (800) FREDDIE and select option four for Servicing for assistance in obtaining copies of the Electronic Records.

2405.6: User access requirements (03/02/16)

Servicer acknowledges and agrees that Freddie Mac has provided Servicer with written or Electronic, as defined in Chapter 1401, information that describes the minimum hardware, software, browser and other Internet connectivity requirements necessary to conduct Electronic Transactions, as defined in Chapter 1401, with Freddie Mac using the Freddie Mac Reimbursement System.

2405.7: Use of Reimbursement System by Permitted Vendors (03/02/16)

The Servicer may grant Freddie Mac Reimbursement System access to a vendor who provides services in connection with Mortgages serviced for Freddie Mac. Such vendors are referred to as "Permitted Vendors." Permitted Vendors are allowed access to the Reimbursement System for the purposes of:

- Submitting requests for pre-approval (RPAs) via the RPA functionality in the Reimbursement System pursuant to Section 9701.3

- Submitting claims for Servicer reimbursement based on the expense and income codes, subject to any associated expense limits, listed in Exhibits 57, 57A and 74, Expense and Income Codes for Expense Reimbursement Claims

Freddie Mac, at any time and in its sole discretion, may terminate a Permitted Vendor's access to the Reimbursement System and/or direct the Servicer to terminate a Permitted Vendor's access.

The Servicer must comply with the following requirements related to use of the Reimbursement System by a Permitted Vendor:

- The Servicer must obtain from each Permitted Vendor an original Exhibit 92, Reimbursement System User Agreement – Permitted Vendor, signed by an officer of the

Permitted Vendor. The Servicer must maintain a copy of this signed document and make it available to Freddie Mac upon request.

- The Servicer must have written policies and procedures in place that document its criteria for selecting Permitted Vendors and how the Servicer will monitor the Permitted Vendor's use of the Reimbursement System

- The Servicer must periodically review and analyze the types and dollar amounts of expenses requested by Permitted Vendors to ensure compliance with all applicable requirements

- For property preservation services, if Freddie Mac requires that competitive bids be obtained from multiple vendors, the Servicer is responsible for obtaining the multiple bids and keeping records of the bids

2405.8: Servicer's responsibilities for the Reimbursement System (03/02/16)

The Servicer is responsible for:

- Use of the Freddie Mac Reimbursement System by the Servicer's employees, any personnel retained by the Servicer for the purpose of entering data into the Reimbursement System on behalf of the Servicer, and Permitted Vendors (see Section 2405.7) or others (whether or not authorized) who obtain access to the Reimbursement System through the Servicer or a Permitted Vendor

- Compliance with applicable provisions of the Guide, the Reimbursement System User Guide, Exhibit 91, Reimbursement System User Agreement – Servicer, and Exhibit 92, Reimbursement System User Agreement – Permitted Vendor, by the Servicer's employees, personnel referenced above and Permitted Vendors

- Administering User IDs and passwords in accordance with the Reimbursement System User Guide and Exhibit 91

- Any losses, including Freddie Mac's payment of expenses for which the Servicer was not entitled to reimbursement, that Freddie Mac suffers as a result of use of the Reimbursement System by Servicer's employees, any personnel retained by Servicer for the sole purpose of entering data into the Reimbursement System on behalf of the Servicer, and Permitted Vendors or others (whether or not authorized) who obtain access to the Reimbursement System through the Servicer or a Permitted Vendor

- Ensuring that Permitted Vendors sign and comply with the Exhibit 92. The Servicer must maintain auditable records of such agreements.

Chapter 2406: Additional Servicing Tools and Systems

2406.1: Workout Prospector® User Agreement (03/02/16)

The Servicer's logging into the Workout Prospector software, shall be deemed to be Servicer's Electronic Signature, as defined in Chapter 1401, for purposes of binding the Servicer to the terms and conditions in the Workout Prospector User Agreement, set forth as Exhibit 86, for use of the Workout Prospector software, in the same manner the Servicer would be bound had the Servicer signed such Agreement in writing and delivered it to Freddie Mac. In addition, a Servicer that uses Freddie Mac's Workout Prospector software will also bind the Servicer to all of the provisions of the Workout Prospector User Agreement, set forth as Exhibit 86 and Exhibit 86A, Workout Prospector® User Agreement – Authorized Third Party.

If the Servicer engages an authorized third party to perform loss mitigation activities including the use of Workout Prospector in connection with the Servicing of Mortgages, the Servicer must:

- Develop criteria for selecting an authorized third party and for monitoring the authorized third party's use of Workout Prospector in compliance with the Guide and all applicable law

- Have a control environment to ensure that only active employees of the authorized third party with a need to use Workout Prospector are given user access and that, in cooperation with Freddie Mac, such access is terminated whenever the authorized third party's employee is terminated or has no further need to use Workout Prospector

- Periodically perform quality control reviews or audits on the authorized third party's use of Workout Prospector including to ensure compliance with all applicable requirements of the Guide and any other Purchase Documents and federal, State and local laws; and

- Have written policies and procedures documenting all these requirements as well as consistently monitor and audit compliance with its policies and procedures and immediately report to Freddie Mac **(see Directory 5)** any deficiencies it finds

Managing access to Workout Prospector

For security purposes, passwords and IDs should not be shared. The Servicer must ensure that only active employees of the Servicer or its authorized third parties with a need to use Workout Prospector are given user access, and that such access is terminated

whenever the employee or authorized third party's employee is terminated or has no further need to use Workout Prospector.

When managing user access to Workout Prospector, Servicers must:

- Safeguard IDs, passwords, Personal Identification Numbers (PINs) and all other confidential means of access ("Confidential Means of Access") to Workout Prospector

- Adopt minimum security standards to prevent the loss, theft or unauthorized disclosure or use of IDs, passwords, PINs or other Confidential Means of Access and information in Workout Prospector

- Notify Freddie Mac within one Business Day **(see Directory 5)** in the event that:

  - An authorized user's (a) name changes, (b) position/title changes, (c) employment is terminated, or (d) authorization expires or terminates

  - Any loss, theft or unauthorized disclosure or use of any authorized user's ID, password, PIN or any other Confidential Means of Access occurs

  - The Servicer has knowledge or reason to believe that an authorized user's Confidential Means of Access to Workout Prospector is no longer secure for any reason

- Indemnify and hold Freddie Mac harmless from and against any and all costs, fees (including legal fees and court costs), losses or damages sustained or incurred by Freddie Mac when a breach of security from the Servicer (and/or its Servicing Agent or authorized third party service provider, if applicable) results in the unauthorized disclosure or use of any IDs, passwords, PINs or any other Confidential Means of Access to information in the Workout Prospector application

2406.2: Quality Control Information Manager (03/02/16)

Quality Control Information Manager is a system that hosts for Freddie Mac certain quality control loan management data and remedy management information for Mortgages Freddie Mac owns or guarantees. Each Seller/Servicer that uses Quality Control Information Manager, by virtue of such use, will be deemed to have agreed to the terms and conditions set forth in the Quality Control Information Manager Agreement ("Agreement"), included in the Guide as Exhibit 38, Quality Control Information Manager Agreement, to the same extent as if the Seller/Servicer had executed the Agreement by a duly authorized representative of the Seller/Servicer signing the Agreement, by hand, except to the extent otherwise expressly agreed to by Freddie Mac and the Seller/Servicer in writing.

2406.3: Freddie Mac Loan Coverage Advisor℠ (03/02/16)

Freddie Mac Loan Coverage Advisor℠ (LCVA) is an Internet-based application that calculates, tracks and publishes the date on which the Seller and/or Servicer is relieved of certain specified selling representations and warranties related to underwriting the Borrower, Mortgaged Premises and project in which the Mortgaged Premises is located for Mortgages sold to Freddie Mac. The Seller/Servicer's use of LCVA is governed by Exhibit 39, Freddie Mac Loan Coverage Advisor℠ User Agreement, Form 906, Freddie Mac Loan Coverage Advisor℠ Authorized User Role Form, and the Seller/Servicer's other applicable Purchase Documents, as amended from time to time.

In connection with the use of LCVA, the Seller/Servicer must provide information to Freddie Mac regarding the Seller/Servicer's employee(s) who will serve as the "Customer Administrator" and in the authorized LCVA Authorized User Role of "Read-Only User." The Seller/Servicer must provide this information to Freddie Mac by completing, signing and submitting Form 906 to Freddie Mac.

Upon receipt of the initial completed and signed Form 906, Freddie Mac will provide the Customer Administrator with user IDs for the Read-Only Users. The Seller/Servicer must complete, sign and deliver a new Form 906 to change the Customer Administrator and/or to add, modify or delete any Read-Only User.

The Seller/Servicer is responsible for confirming its Seller/Servicer numbers: (i) reported to Freddie Mac on Form 906; and (ii) reported to the Seller by Freddie Mac pursuant to Form 906.

By virtue of the Seller/Servicer's use of LCVA, the Seller/Servicer shall be conclusively deemed to have agreed to be bound: (i) by the terms and conditions set forth in Exhibit 39, Form 906 and the Seller/Servicer's other applicable Purchase Documents, as amended from time to time; and (ii) in the same manner and to the same extent the Seller/Servicer would be bound had the Seller/Servicer's duly authorized representative executed a paper version of Exhibit 39 with a pen and ink signature.

2406.4: Managing access to and obtaining a property value via BPOdirect® (03/02/16)

When Freddie Mac requires that a property value be obtained through BPOdirect®, the Servicer must obtain the property value via the Internet from Freddie Mac's web site at: **https://www.bpodirect.com**.

Note: Consistent with the requirement in Section 8101.1 to act in the most timely, efficient and responsible manner to protect Freddie Mac's interests, a Servicer may not order a BPO through BPOdirect for a 1- or 2-unit dwelling when evaluating a Borrower for a modification if the Servicer is permitted to use an available Home Value Explorer® (HVE®) point value estimate or automated value in accordance with the requirements of Option One or Option Two set forth in Section 9206.8 or Section 9205.8(e).

(a) Managing access to BPOdirect

Each employee of a Servicer, or its authorized third-party service provider, authorized to obtain valuations must have a separate password and ID to access BPOdirect. An authorized employee or third-party service provider who does not have a password and ID should go to the web site and select Servicer Registration. For security purposes, passwords and IDs should not be shared. Once an employee or third-party service provider registers, a password and ID will be sent to that employee via e-mail, using the e-mail address that the employee or third-party service provider provides. The Servicer must ensure that only active employees of the Servicer or its authorized third parties with a need to use BPOdirect are given user access, and that such access is terminated whenever the employee or authorized third party's employee is terminated or has no further need to use BPOdirect.

When managing user access to BPOdirect, Servicers must:

- Safeguard IDs, passwords, Personal Identification Numbers (PINs) and all other confidential means of access ("Confidential Means of Access") to BPOdirect
- Adopt minimum security standards to prevent the loss, theft or unauthorized disclosure or use of IDs, passwords, PINs or other Confidential Means of Access and information in BPOdirect
- Notify Freddie Mac within one Business Day **(see Directory 5)** in the event that:
  - An authorized user's (a) name changes, (b) position/title changes, (c) employment is terminated, or (d) authorization expires or terminates
  - Any loss, theft or unauthorized disclosure or use of any authorized user's ID, password, PIN or any other Confidential Means of Access occurs
  - The Servicer has knowledge or reason to believe that an authorized user's Confidential Means of Access to BPOdirect is no longer secure for any reason
- Indemnify and hold Freddie Mac harmless from and against any and all costs, fees (including legal fees and court costs), losses or damages sustained or incurred by Freddie Mac when a breach of security from the Servicer (and/or its Servicing Agent or authorized third-party service provider, if applicable) results in the

unauthorized disclosure or use of any IDs, passwords, PINs or any other Confidential Means of Access to information in the BPOdirect application

- If the Servicer engages an authorized third-party service provider to perform loss mitigation activities including the use of BPOdirect in connection with the Servicing of Freddie Mac Mortgages, the Servicer must monitor its authorized third party to ensure compliance with all applicable requirements of the Guide and any other Purchase Documents and applicable law and have written policies and procedures in place for doing so

(b) Obtaining a property value via BPOdirect

When a Servicer logs into BPOdirect, the web site may display an automated value if one is available. If Freddie Mac permits the use of an automated value to evaluate the Borrower for a specific relief or workout option, then the Servicer must use the automated value provided in BPOdirect. If an automated value is not available in BPOdirect or through another permitted source (e.g., via Home Value Explorer (HVE) or the Freddie Mac Automated Value Model (AVM) report), or the MI requires a BPO/property valuation, the Servicer must submit a property valuation request to Freddie Mac. There is no cost associated with automated values obtained through BPOdirect. If Freddie Mac requires a BPO for the situation the Servicer is evaluating, then the Servicer must take the additional step of ordering a BPO from BPOdirect. Once the BPO valuation is complete, the BPO value will be available to the Servicer in BPOdirect.

Note: If the Mortgage is covered by mortgage insurance, the Servicer must ensure that the property value it obtains is based on a property valuation type that is consistent with the MI's requirements.

2406.5: Freddie Mac Default Fee Appeal System (03/02/16)

For Mortgages that resulted in a foreclosure sale on or after January 1, 2016:

Freddie Mac is the owner of an application known as the Freddie Mac Default Fee Appeal System, which provides information regarding foreclosure related compensatory fees, and permits Servicers to file appeals and monitor the status of Freddie Mac's review of such appeals. The Default Fee Appeal System is available for use by the Servicer and its Servicing Agents and by virtue of its use of the Default Fee Appeal System, the Servicer and its Servicing Agents agree and are deemed to be bound by: (i) all of the provisions of the Default Fee Appeal System User Agreement set forth in Exhibit 94 to the same degree as if the Servicer or Servicing Agent has signed such Agreement as a "User"; (ii) Chapter 1401; and (iii) all other applicable terms and conditions of the Guide and other Purchase Documents.

The Servicer or Servicing Agent must provide information to Freddie Mac in order to identify employees who are authorized to use the Default Fee Appeal System ("Authorized Users") by completing and submitting, as applicable, Form 903 or Form 903SA.

Upon receipt of the completed Form 903 or Form 903SA, as applicable, Freddie Mac will provide the Servicer or Servicing Agent with user identification codes ("User IDs") and passwords for Authorized Users to access the Default Fee Appeal System. The Servicer or Servicing Agent must adopt security measures in accordance with Sections 1401.5 and 1401.6 and 1401.17. Until further notice, the Servicer or Servicing Agent must submit a new Form 903 or Form 903SA, as applicable, to add, delete, modify or confirm an employee as an Authorized User.

2406.5: Freddie Mac Default Fee Appeal System (Future effective date 05/02/16)

For Mortgages that resulted in a foreclosure sale on or after January 1, 2016:

Freddie Mac is the owner of an application known as the Freddie Mac Default Fee Appeal System, which provides information regarding foreclosure related compensatory fees, and permits Servicers to file appeals and monitor the status of Freddie Mac's review of such appeals. The Default Fee Appeal System is available for use by the Servicer and its Servicing Agents and by virtue of its use of the Default Fee Appeal System, the Servicer and its Servicing Agents agree and are deemed to be bound by: (i) all of the provisions of the Default Fee Appeal System User Agreement set forth in Exhibit 94 to the same degree as if the Servicer or Servicing Agent has signed such Agreement as a "User"; (ii) Chapter 1401; and (iii) all other applicable terms and conditions of the Guide and other Purchase Documents.

The Servicer or Servicing Agent must provide information to Freddie Mac in order to identify employees who are authorized to use the Default Fee Appeal System ("Authorized Users") by completing and submitting, as applicable, Form 903 or Form 903SA.

Upon receipt of the completed Form 903 or Form 903SA, as applicable, Freddie Mac will provide the Servicer or Servicing Agent with user identification codes ("User IDs") and passwords for Authorized Users to access the Default Fee Appeal System. The Servicer or Servicing Agent must adopt security measures in accordance with Sections 1302.2, 1401.5, 1401.6 and 1401.17. Until further notice, the Servicer or Servicing Agent must submit a new Form 903 or Form 903SA, as applicable, to add, delete, modify or confirm an employee as an Authorized User.

Chapter 3101: Freddie Mac Exclusionary List and FHFA Suspended Counterparty Program

3101.1: Freddie Mac Exclusionary List (03/02/16)

(a) Purpose of the Exclusionary List

Freddie Mac maintains the Freddie Mac Exclusionary List to protect the integrity of its Mortgage purchase and Servicing functions. The names of persons or entities whose conduct presents risks to Freddie Mac, as determined by Freddie Mac in its sole discretion, may be placed on the Exclusionary List, in which case such persons or entities are prohibited from doing business with Freddie Mac, either directly or indirectly.

(b) Use of the Exclusionary List

The Seller/Servicer must use the Exclusionary List only for the following purposes:

i.) Screen parties involved in the origination of the Mortgage

Prior to the sale of each Mortgage to Freddie Mac, the Seller must use the Exclusionary List to determine whether, as of the Note Date, a person or entity whose name is on the Exclusionary List was the Borrower on the Mortgage or has played a role in the origination of the Mortgage or in the underlying real estate transaction.

If a party whose name is on the Exclusionary List is the Borrower on the Mortgage or played a role in the origination of a Mortgage or the underlying real estate transaction, the Mortgage is not eligible for sale to Freddie Mac.

ii.) Screen parties involved in Freddie Mac sales, quality control and Servicing functions

The Seller/Servicer must use the Exclusionary List to ensure that none of the Seller/Servicer's own employees engaged in the sales, quality control or Servicing of Freddie Mac Mortgages or REO have their name on the Exclusionary List. This prohibition includes both the Seller/Servicer's own employees and any third parties to whom sales, quality control or Servicing functions regarding Freddie Mac Mortgages or REOs are outsourced or assigned.

Prohibited roles in sales functions include, without limitation, parties involved in the delivery of Freddie Mac Mortgages. Prohibited roles in quality control functions include, without limitation, those reviewing eligibility of Freddie Mac Mortgages and those involved in reporting adverse findings to Freddie Mac. Prohibited roles in Servicing functions include, without limitation:

- Parties who report, remit or process Mortgage payments, or who manage Custodial Accounts or perform custodial fund accounting

- Participants in any loss mitigation activities

- Participants in the maintenance of an REO property owned by Freddie Mac or a property securing a Freddie Mac Mortgage

The Seller/Servicer is not required to screen any individual or entity that Freddie Mac selects, approves and/or directs the Seller/Servicer to use (e.g., providers of property valuations through BPOdirect®).

(c) Process for placement on the Exclusionary List

Freddie Mac will generally provide an individual or entity written notice of their proposed placement of their names on the Exclusionary List, along with an opportunity to submit a written response. However, Freddie Mac may determine, in its sole discretion, that circumstances require placement of a person or entity's name on the Exclusionary List immediately, without prior written notice. Examples of grounds for placement on the Exclusionary List include, without limitation:

- Fraud or possible fraud

- Misrepresentations, misstatements or omissions of facts

- Theft or misappropriation of funds

- Willful or reckless violation of statutory or regulatory requirements

- Business practices that Freddie Mac determines present risks to Freddie Mac

- Lack of business controls to ensure the integrity of the Mortgages sold to or serviced for Freddie Mac

- Evidence which demonstrates a lack of integrity or business competence

- Other grounds that in Freddie Mac's judgment may adversely affect Freddie Mac

Freddie Mac, in its sole discretion, will render a final decision regarding placement on the Exclusionary List after reviewing the response, if any, submitted by the proposed individual or entity.

(d) Seller warranties regarding the Exclusionary List

The Seller represents and warrants that, as of the Note Date, no person or entity whose name is listed on the Exclusionary List was the Borrower on the Mortgage or played a role in the origination or sale of a Mortgage to Freddie Mac, or in the underlying real estate transaction.

Furthermore, the Seller represents and warrants that it will maintain sufficient controls to meet this warranty obligation.

(e) Waiver of Seller warranties regarding the Exclusionary List

Before the Funding Date, a Seller may contact Freddie Mac to request a waiver of the warranty requirements of Sections 3101.1(d) and 1301.8(a)(8) with respect to a particular Mortgage. The Seller should make such request to the Freddie Mac fraud mailbox at **mortgage_fraud_reporting@freddiemac.com**, or alternatively may make such request by fax or regular mail **(see Directory 1).**

As part of the request, the Seller must inform Freddie Mac of the nature and extent of the role played by the person or entity whose name is on the Exclusionary List in connection with the Mortgage and must provide other relevant information, upon request. If Freddie Mac reviews the request and subsequently elects to grant the waiver, Freddie Mac will provide the Seller with written notice of such election, in which case the warranty concerning the involvement of an excluded person or entity will not be applicable to the sale of the Mortgage. All other requirements of the Purchase Documents relating to the sale of the Mortgage will remain in full force and effect. Freddie Mac's election to review and its decision to purchase such a Mortgage are within its sole discretion.

(f) Servicer warranties regarding the Exclusionary List

The Servicer represents and warrants that no individual or entity whose name is on the Exclusionary List will play a role in any Servicing or quality control functions relating to a Mortgage or REO. The Servicer acknowledges that this prohibition includes both the Servicer's own employees and any third parties to whom Servicing or quality control functions regarding Freddie Mac Mortgages or REOs are outsourced or assigned, including, without limitation:

- Parties who report, remit or process Mortgage payments, or who manage Custodial Accounts or perform custodial fund accounting
- Participants in any loss mitigation activities
- Individuals reviewing eligibility of Mortgages sold to Freddie Mac or who report adverse findings to Freddie Mac
- Participants in the maintenance of an REO property owned by Freddie Mac or a property securing a Freddie Mac Mortgage.

Furthermore, the Servicer warrants that it will maintain sufficient controls to meet this warranty obligation.

(g) Waiver of Servicer warranties regarding the Exclusionary List

The Servicer must contact Freddie Mac to request a written waiver prior to performing a function or entering into a transaction that would violate the Servicer's representation and warranty set forth in Section 3101.1(f).

The Servicer should make such request to the Freddie Mac fraud mailbox at **mortgage_fraud_reporting@freddiemac.com**, or alternatively may make such request by fax or regular mail **(see Directory 1).**

As part of the request, the Servicer must inform Freddie Mac of the nature and extent of the role played by the person or entity whose name is on the Exclusionary List in the proposed transaction, and must provide other relevant information upon request. If Freddie Mac elects to grant the waiver, Freddie Mac will provide the Servicer with written notice of such election, in which case the warranty concerning the involvement of an excluded person or entity will not be applicable to such transaction. All other requirements of the Purchase Documents relating to the Servicing of the Mortgage will remain in full force and effect. Freddie Mac's decision regarding the waiver of such warranties is within its sole discretion.

(h) Reporting obligations of the Seller/Servicer

The Seller/Servicer must immediately report the discovery of any possible breach of warranties regarding the Exclusionary List contained in Section 3101.1 to the Freddie Mac fraud mailbox at **mortgage_fraud_reporting@freddiemac.com**. Alternatively, the Seller/Servicer can report such breaches by fax or regular mail **(see Directory 1)**.

(i) Confidentiality and use of the Exclusionary List

The identities of the persons and entities on the Exclusionary List whose names are not publicly available, and the Exclusionary List is considered "Confidential Information" of Freddie Mac for purposes of Section 1201.8. The Seller/Servicer represents and warrants that it will keep the Exclusionary List confidential in accordance with the terms and conditions of Section 1201.8. The Seller/Servicer may use the Exclusionary List only as required in Section 3101.1(b), and may not use or disclose the Exclusionary List for any other purpose without Freddie Mac's written permission. The Seller/Servicer agrees to indemnify Freddie Mac for any loss, damage, or expense resulting from its failure to maintain the confidentiality of the Exclusionary List or information contained on the Exclusionary List.

(j) Access to the Exclusionary List

The Exclusionary List is updated at least monthly by Freddie Mac and is electronically available to Seller/Servicers through various Freddie Mac systems, including the Selling System℠, the Freddie Mac Service Loans application, Loan Prospector®, the Freddie Mac

Learning Center and MultiSuite®. The Seller/Servicer must ensure that it uses only the most current version of the Exclusionary List, and must obtain an authorized ID and password to access the Exclusionary List. The Seller/Servicer may obtain additional information on how to access the Exclusionary List by calling 800-FREDDIE.

(k) Remedies

Freddie Mac's remedies for a breach of the warranties, obligations or requirements of the Seller/Servicer regarding the Exclusionary List include all remedies available to Freddie Mac under the Purchase Documents including, without limitation, suspension or termination of the Seller or Servicer, and repurchase of the Mortgage.

3101.2: FHFA Suspended Counterparty Program (03/02/16)

FHFA maintains a Suspended Counterparty Program (SCP) and requires Freddie Mac to refrain from and/or cease conducting business with individuals and entities listed on FHFA's SCP list ("Named Parties"), subject to any conditions or exclusions set forth in an applicable Named Party's final suspension order.

Freddie Mac requires Seller/Servicers to establish and maintain procedures to ensure they do not employ or contract with Named Parties for any purpose directly related to the origination, underwriting, or Servicing of a Freddie Mac Mortgage, subject to any conditions or exclusions set forth in an applicable SCP Named Party's final suspension order.

A Seller may not sell any Mortgage to Freddie Mac and a Servicer may not engage in any Servicing activity in connection with a Freddie Mac Mortgage in which a Named Party is a necessary signatory on the Note, Security Instrument, modification agreement, deed of sale (e.g., short sale, third-party sale, etc.) or other Servicing-related contract related to such Mortgage, subject to any conditions or exclusions set forth in the applicable Named Party's final suspension order.

Seller/Servicers are responsible for reviewing FHFA's SCP list and related final suspension orders, which can be found on FHFA's web site at **http://www.fhfa.gov/SupervisionRegulation/LegalDocuments/Pages/SuspendedCounterpartyProgram.aspx**.

Chapter 3201: Fraud Prevention, Detection and Reporting; Reporting Other Suspicious Activity

3201.1: Prevention and detection (03/02/16)

The Seller/Servicer must have comprehensive practices and procedures to prevent and detect fraud throughout each stage of the origination and Servicing of a Mortgage and in related real estate transactions.

This section identifies basic fraud prevention and detection requirements related to:

- Employee hiring and training
- Origination and Servicing
- Seller/Servicer's in-house quality control program

Freddie Mac encourages Seller/Servicers to implement additional practices and procedures, as deemed necessary, in order to ensure that an effective fraud prevention and detection plan is in place.

(a) Hiring and training

The Seller/Servicer must have screening and hiring practices in place to ensure the integrity of its employees. Employees and any entity or individual engaged to handle or perform functions typically handled by employees, and in a position to notice or report fraud and suspected fraud, must receive training in each applicable area of its mortgage business about:

- Common and emerging fraud schemes
- Red flags that may signal fraud and the need for more review

Also, the Seller/Servicer must communicate its procedures (including requirements of this chapter) for prevention, detection and reporting of fraud and suspected fraud to employees as well as entities and individuals referenced above.

Parties engaged to handle or perform functions typically performed by employees and in a position to notice or report fraud or suspected fraud may include parties such as contract underwriters, contract processing services (including loan processors), contract quality control firms, Borrower outreach companies, loss mitigation services and collection companies.

The training must include periodic updates no less frequently than on an annual basis to ensure that employees and parties referenced above are aware of emerging fraud scenarios.

The Seller/Servicer must either provide the training directly, hire a third party to provide the training, or obtain an annual written verification from the engaged entity or individual confirming that training has already been received from another party in accordance with the requirements of this section.

(b) Origination and Servicing

The Seller/Servicer must take the following minimum steps to prevent and detect fraud in the areas of origination and Servicing:

- Ensure that information indicating suspected fraud that is received from any source including, but not limited to, Borrowers and participants in the Mortgage and related real estate transactions, is escalated internally and properly investigated

- Ensure that information indicating suspected fraud that is received from any source in connection with Servicing functions relating to a Mortgage or REO including, but not limited to, any loss mitigation activities or transactions, such as forbearance plans, loan modifications, foreclosures, deeds-in-lieu of foreclosure or short sales of the underlying property, is escalated internally and properly investigated

- Investigate unusual patterns or discrepancies or other red flags, such as first and early-payment defaults

- Comply with Section 3101.1 regarding screening through the Freddie Mac Exclusionary List

- Comply with all other Guide provisions relating to fraud prevention and detection

It is also important for Seller/Servicers to know the parties with whom they do business.

- Sellers must approve, evaluate and monitor Mortgage Brokers, Correspondents, Mortgage Service Providers, and appraisers

- Servicers must approve, evaluate and monitor appraisers and any third party to whom Servicing functions relating to a Mortgage or REO are outsourced or assigned including, but not limited to, any loss mitigation activities or transactions such as foreclosures, deeds-in-lieu of foreclosure or short sales of the underlying property

(c) Seller/Servicer's in-house quality control program

Pre- and post-funding quality control reviews are an integral part of fraud prevention and detection in the mortgage process.

Specifically, the Seller/Servicer must:

- Use discretionary samples to evaluate the work of a particular employee or Mortgage transaction participant when there is a reason to suspect fraud

- Target and sample loans to better identify and highlight potential trends such as early payment defaults or other red flags that could indicate suspected fraud

- Comply with all other Guide provisions relating to quality control reviews

The Seller/Servicer must periodically update its quality control policies and procedures to address emerging fraud scenarios.

3201.2: Fraud and other Suspicious Activity reporting requirements (03/02/16)

(a) Procedures for reporting and what to report

The Seller/Servicer must have written procedures for reporting fraud and suspected fraud and other Suspicious Activity in connection with a Mortgage sold to, or serviced for, Freddie Mac and discovered at any time including, but not limited to, during origination, quality control reviews, Servicing activities or loss mitigation efforts.

Specifically, a Seller/Servicer must report to Freddie Mac when the Seller/Servicer has a reasonable belief that one of the following is occurring or has occurred during origination or Servicing of a Mortgage including, but not limited to, any loss mitigation activity:

- Misrepresentation, misstatement or omission related to the Borrower including, but not limited to, identification, employment, income, assets, sources of funds, indebtedness and property occupancy

- Misrepresentation, misstatement or omission related to the Mortgaged Premises including, but not limited to, property valuation, property value and property use

- Misrepresentation, misstatement or omission of any other information related to a Mortgage or related real estate transaction including, but not limited to, undisclosed Seller or other third-party incentives, loan performance, mortgage purpose, kickbacks, an undisclosed relationship between parties to the transaction when Freddie Mac requires that the transaction is an “arm’s length” transaction

- Multiple deliveries of the same Mortgage

- Theft of custodial funds or non-remitted payoff funds

- A person or entity on the Freddie Mac Exclusionary List is involved or was involved in the origination, sale or Servicing of the Mortgage or in the related real estate transactions in violation of Section 3101.1

- Termination or denial of mortgage insurance based on fraud

(b) Reporting within 60 days

The Seller/Servicer must report the information identified in Section 3201.2(a) to Freddie Mac in writing within 60 days.

The Seller/Servicer must report the information either by submitting Freddie Mac's **Mortgage Fraud Reporting Form – Origination** or Freddie Mac's **Mortgage Fraud Reporting Form – Servicing**, as appropriate, located at **http://www.freddiemac.com/singlefamily/preventfraud/,** or by submitting the information required in the form via fax, e-mail or regular mail. **(See Directory 1.)**

(c) Immediate notification and reporting

Notwithstanding the requirements of Section 3201.2(b), the Seller/Servicer must notify Freddie Mac of the following circumstances immediately:

- Theft of custodial funds, lack of collateral, non-remittance of pay-off funds or multiple deliveries of the same Mortgage
- A substantial likelihood that the fraud or suspected fraud or other Suspicious Activity will receive significant public exposure or publicity
- A Seller/Servicer is notified of the entry of a civil judgment, guilty plea or criminal conviction indicating lack of integrity and relating to a participant in a Mortgage or related real estate transaction, or relating to a board member, officer, employee or contractor of the Seller/Servicer
- The Seller/Servicer is notified by law enforcement or another governmental authority that such authority is conducting an investigation or prosecution of fraud relating to Mortgages owned by, or serviced for, Freddie Mac or relating to a board member, officer, employee or contractor of the Seller/Servicer
- A scheme or pattern of (i) more than five Mortgages sold to, or serviced for, Freddie Mac, or (ii) Mortgages sold to, or serviced for, Freddie Mac with an aggregate UPB of at least $1 Million
- Actual or possible terrorist financing or ongoing or possible money laundering schemes or activity

To notify Freddie Mac immediately, the Seller/Servicer must call the Freddie Mac fraud hotline at 800-4FRAUD8 (800-437-2838).

The Seller/Servicer must also follow the immediate notification with a written report as required by Section 3201.2(b) above.

Seller/Servicers are not required and must not disclose to Freddie Mac any Financial Crimes Enforcement Network Suspicious Activity Reports (SARs) or draft SARs, documents or information revealing the existence of a SAR or indicating whether or not a SAR has been filed, or where disclosure of Suspicious Activity would otherwise be prohibited by law.

3201.3: Cooperation requirements (03/02/16)

The Seller/Servicer must cooperate with Freddie Mac to prevent and investigate fraud and other Suspicious Activity. Cooperation includes making available to Freddie Mac individuals with knowledge of relevant facts. Cooperation also includes providing and assisting Freddie Mac, when permitted by law, in obtaining all information, documentation and records requested by Freddie Mac relating to a Mortgage and related real estate transactions including, but not limited to, closing or settlement agent files, Mortgage files, Borrower payment records and reverifications of employment, income, occupancy and assets. The Seller/Servicer must comply with the deadlines specified by Freddie Mac for providing information, documentation, records, access to individuals or any other requested cooperation.

3201.4: Additional requirements (03/02/16)

Seller/Servicers are reminded of their continuing obligation to comply with all applicable federal, State and local laws, including those relating to fraud and anti-money laundering (see Section 1301.2). Also, Seller/Servicers must document their procedures for fraud prevention, detection and reporting, and detection and reporting of Suspicious Activity, including the requirements of this chapter, and must make these procedures available to Freddie Mac upon request.

3201.5: Additional fraud mitigation resources (03/02/16)

Fraud Mitigation Best Practices is an online manual that includes best business practices for fraud prevention and detection and contains additional information designed to assist Seller/Servicers in their fraud prevention and detection efforts. Seller/Servicers can access *Fraud Mitigation Best Practices* on Freddie Mac's web site at **http://www.freddiemac.com/singlefamily/preventfraud/resources.html**.

Seller/Servicers may also consult the following for additional information:

- Freddie Mac fraud hotline: 800-4FRAUD8 (800-437-2838)
- Freddie Mac Mortgage Fraud Prevention web site: **http://www.freddiemac.com/singlefamily/preventfraud/**
- Mortgage Fraud Prevention Toolkit: **http://www.freddiemac.com/singlefamily/preventfraud/toolkit.html**
- Best Practices for Transactions Involving Property Flips, Bulletin 2009-24, Attachment A

Chapter 3301: Mortgage File Contents

3301.1: Mortgage file (03/02/16)

The Seller or its transferee Servicer must maintain the Mortgage file in accordance with Chapter 3302. The file must contain all applicable documents listed in Chapter 3401 and in this chapter.

3301.2: Security Instrument (03/02/16)

The file must contain the original Security Instrument, complete with recordation notation. Where recorders may keep the originals, a copy certified by the recorder will suffice. In jurisdictions where applicable law or common practice requires the original Security Instrument to obtain a release, the Seller/Servicer agrees to maintain a certified copy of the original Security Instrument complete with recordation notation.

If the Mortgage is secured by a Manufactured Home, see Section 5703.7(c), paragraph 3.

3301.3: New York Consolidation, Extension and Modification Agreement (03/02/16)

For Mortgages secured by property in New York State that are documented using a New York Consolidation, Modification and Extension Agreement (NY CEMA), the Mortgage file must contain the following:

- A legible copy of the face and back of the Consolidated Note showing all endorsements
- Unless Original Notes are required by Section 3401.3, legible copies of the face and back of Original Old Money Note and, if applicable, Original New Money (Gap) Notes
- Original NY CEMA, complete with recordation notation. Where recorders may keep the originals, a copy certified by the recorder will suffice.

For Mortgages secured by property in New York State that are documented using an NY CEMA Form 3172, 1/01 or Form 3172, 1/01 (rev. 5/01), the Mortgage file must contain the following additional documents:

- If the most recent prior Mortgage was originated as a consolidated Mortgage using NY CEMA Form 3172, 1/01 or Form 3172, 1/01 (rev. 5/01), the NY CEMA with all exhibits attached from the prior consolidation, the original Consolidated Note from the prior Consolidation, the Original Old Money Note, and the Original New Money (Gap) Note, and if new funds were advanced to the Borrower at the time of the current consolidation, the

Original Old Money Note and Original New Money (Gap) Note, if applicable, must each be an original Note, with live signatures by the Borrower, endorsed in blank.

- If the most recent prior Mortgage was originated as a consolidated Mortgage using the NY CEMA Form 3172 7/86, the Original Old Money Note, the NY CEMA with all exhibits attached from the prior Consolidation, the Original New Money (Gap) Note, and if new funds were advanced to the Borrower at the time of the current consolidation, the Original Old Money Note and Original New Money (Gap) Note, if applicable, must each be an original Note, with live signatures by the Borrower, endorsed in blank.

- If the most recent prior Mortgage was not originated using an NY CEMA Form 3172, 1/01, Form 3172, 1/01 (rev. 5/01), or Form 3172 7/86 (that is, the most recent prior Mortgage was not a consolidated Mortgage), the Original Old Money Note, and the Original New Money (Gap) Note, and if new funds were advanced to the Borrower at the time of the current consolidation, the Original Old Money Note and Original New Money (Gap) Note, if applicable, must each be an original Note, with live signatures by the Borrower, endorsed in blank.

3301.4: Assignment instrument (03/02/16)

The Intervening Assignments must be sent to and held by the Document Custodian, unless the Mortgage is registered with (MERS®) and the Seller/Servicer has elected to retain all assignments for MERS-registered Mortgages in the Mortgage files. The Seller/Servicer must supply its Document Custodian with any documentation necessary for the Document Custodian to determine whether the Seller/Servicer has elected to hold all assignments in the Mortgage files.

See Section 6301.8 for additional information.

3301.5: Power of attorney (03/02/16)

If the Note was executed by a person acting as attorney-in-fact pursuant to authority granted by a Borrower under a power of attorney, the copy of the power of attorney must be attached to the copy of the Note kept in the file. Refer to Section 6301.4 for documentation delivery requirements for powers of attorney.

3301.6: Plat of survey (03/02/16)

The file must contain a plat of survey, if required by Section 4702.2(e).

3301.7: Property insurance policies (03/02/16)

The file must contain property insurance policies, properly endorsed, or suitable evidence of insurance as described in Section 8202.8, unless the Seller/Servicer carries Mortgage impairment insurance instead of maintaining possession of property insurance policies.

3301.8: Assurance of water supply (03/02/16)

If the Mortgaged Premises are dependent for assurance of an adequate supply of water on a water or irrigation company that supplies water only to its shareholders, the file must contain a stock certificate, duly endorsed to Freddie Mac, entitling the property owner to an adequate supply of water.

3301.9: Mortgage insurance policy (03/02/16)

If the Mortgage is required to be insured, the file must contain the Mortgage insurance policy or proof of insurance.

3301.10: Leasehold estate (03/02/16)

Documents affecting the leasehold estate, if any, securing the indebtedness must be included in the file. This includes an original executed or certified copy of the lease containing the recordation location and, if applicable, a copy of the nondisturbance agreement executed by the fee simple lienholder containing the recordation location.

3301.11: Additional documentation to be retained in Mortgage file (03/02/16)

The Seller/Servicer must retain all other documents constituting the file and other documents requested by Freddie Mac or commonly maintained in files of private institutional Mortgage investors or servicers.

For each Mortgage covering an individual condominium or Planned Unit Development (PUD) unit, the Seller/Servicer agrees to retain additional documentation required by Freddie Mac, e.g., the declaration of condominium, bylaws and regulations, etc. The Seller/Servicer agrees to deliver the documentation at its own expense to Freddie Mac when requested. The documentation pertaining to a project in general does not need to be maintained in the individual unit's Mortgage file.

Chapter 3302: Mortgage File Retention

3302.1: Maintaining Mortgage file (03/02/16)

The Servicer must maintain an individual file for each Mortgage serviced for Freddie Mac. The file must contain all documents required to be held by the Seller, as stated in Chapter 3301 of this Guide, as well as all legal notices, correspondence, forms and reports concerning the Mortgage and the Mortgaged Premises or REO.

The Servicer must also maintain adequate records of collection efforts and make the records available for Freddie Mac's inspection on request. At a minimum, the records must show:

- The dates when letters and notices were mailed
- Dates and results of all collection activities with Borrowers
- Reasons for prior and current defaults
- Terms of any arrangements for curing the Delinquency and/or providing alternatives to foreclosure
- Documentation of property inspections, as required in Section 9202.11

3302.2: Form of Mortgage file documents (03/02/16)

(a) Paper originals

The Servicer must maintain the paper original of each of the following documents:

- The Security Instrument, complete with the recordation notation. Where recorders may keep the originals, a copy certified by the recorder will suffice. In jurisdictions where applicable law or common practice requires the original Security Instrument to obtain a release, the Servicer agrees to maintain a copy certified by the recorder of the original Security Instrument, complete with the recordation notation.
- The certificate of title, with the lien properly noted, if the Mortgage is secured by a Manufactured Home in a certificate of title State where there is no procedure for canceling the certificate of title. In jurisdictions where applicable law requires the owner of the Manufactured Home to retain the original certificate of title, the Servicer may maintain a copy of the original certificate of title. Refer to Section 5703.7(c).
- The recorded assignment of the Mortgage to MERS®, if applicable, and any Intervening Assignments, if the Servicer has elected to retain the assignments for MERS-registered Mortgages

- For Mortgages documented using a New York Consolidation, Extension and Modification Agreement (NY CEMA), the Original Old Money Notes, Original New Money Notes (Gap Notes) and, if applicable, Original Consolidated Notes from prior consolidations as required by Sections 4101.5, 3401.3 and 3301.3

The above documents must be kept in a fire-resistant storage area. If they are maintained in the Mortgage file, the file must be kept in a fire-resistant storage area. Freddie Mac may, at any time, require that, at the Servicer's expense, the Servicer or the Document Custodian affix the Freddie Mac loan number to the face of each Note.

In addition to maintaining the paper original of the documents above, the Servicer should maintain back-up paper or electronic copies of such original paper documents.

(b) Reproductions of original paper documents

Except for the original paper documents in Section 3302.2(a) above, which must be maintained as paper originals, the Servicer may maintain copies of other paper Mortgage file documents that are reproduced from the original paper documents by any photographic, photostatic, microfilm, microfiche, electronic imaging, optical disk or laser disk storage process; provided that:

- The copies are allowed under laws or regulations to which the Servicer is subject and in the jurisdiction where the Mortgaged Premises are located

- The Servicer has a written opinion of its counsel that the copies are admissible evidence in court

- The copies were made in the regular course of business pursuant to a written policy of the Servicer applicable to all its Mortgage files

- The copies were made by a process that accurately reproduces or forms a durable medium for reproducing the originals

- If the Servicer maintains electronic copies of such paper Mortgage file documents, the Servicer must store the electronic copies of such documents in a manner that preserves (i) the view (visual computer screen image or printed paper image) of such electronic documents and any data contained in or associated with the electronic document for the life of each associated Mortgage plus seven years

- The Servicer maintains Systems, as that term is defined in Chapter 1401, on the premises where the copies are kept, that permit the viewing or reading of the copies and the reproduction of such copies into legible paper copies. The Servicer must make such Systems available for use by Freddie Mac's representatives as needed

- Effective for Mortgages with Note Dates on or after July 1, 2013, Servicers may no longer make copies of original paper Mortgage file documents for any Mortgage file documents (excluding the paper original Mortgage file documents specified in Section 3302.2(a), which must always be maintained and stored as paper originals) using microfilm or microfiche. Servicers may copy original paper Mortgage file documents using scanning systems commonly used in the regular course of business at this time, and maintain copies of such documents as Portable Document Format (PDF), Tagged Image File (TIF) format, Joint Photographic Experts Group (JPEG) format or other electronic document formats commonly used in the regular course of business at this time.

(c) Electronic Mortgage file documents

If any of the Servicer's Mortgage files contain: (i) some documents that were originally paper and (ii) some documents that were originally created as electronic documents, as permitted by Chapter 1401 or the Servicer's other Purchase Documents, and the Servicer determines that it is a business necessity to convert such electronic Mortgage file documents to a different electronic document format (e.g., due to technological innovation, changes to the Servicer's Systems, merger of the Servicer with a Servicer that has different Systems, or a Transfer of Servicing to a Servicer that has different Systems), such electronic Mortgage file documents may be converted to another electronic document format; provided that the view (visual computer screen image) of and the content (data contained in or associated with the electronic documents) in the electronic Mortgage file documents are not altered, garbled, lost or destroyed

(d) Additional document retention and Document Custodian requirements

In addition to the requirements set forth above, Servicers must comply with the document retention and Document Custodian requirements set forth in Sections 9206.17, 9205.9(f), 9205.11(i) and 9205.20.

3302.3: Mortgage file control and identification (03/02/16)

Regardless of the form in which Mortgage files and records are kept, the Servicer must have control and identification features in place to:

- Permit ready identification of the Freddie Mac loan number assigned to each Mortgage serviced for Freddie Mac and Freddie Mac's Percentage of Participation in each such Mortgage

- Permit ready identification of which Mortgages are MERS®-registered and of those that are closed with MERS as original mortgagee of record

- Prevent the pledge or sale to a third party of any Mortgage in which Freddie Mac has a Percentage of Participation

- Permit prompt retrieval and, if applicable, delivery to Freddie Mac of a file or individual components of a file by Freddie Mac loan number

- Permit prompt preparation and delivery to Freddie Mac of scheduled and unscheduled reports that Freddie Mac may require by Freddie Mac loan number and/or Percentage of Participation

If, for any reason, Freddie Mac changes a loan number and has so advised the Servicer, the Servicer must promptly make the necessary changes to the applicable Mortgage file and records to reflect the new Freddie Mac loan number and instruct its Document Custodian, if applicable, to take similar action.

The Servicer must maintain the Mortgage file while Freddie Mac retains an interest in the applicable Mortgage and for at least seven years from the date Freddie Mac's interest in the Mortgage is satisfied.

If the Mortgage was paid in full, the file must contain a copy of the canceled Note. If the Mortgage was repurchased by the Servicer to allow a Transfer of Ownership that is not allowed by Freddie Mac or does not meet Freddie Mac's requirements, the file must contain a copy of the executed Transfer of Ownership or assumption/release of liability instrument.

3302.4: Damage or loss of Mortgage file (03/02/16)

The Servicer must bear the entire cost of restoring Mortgage files and related documents and records damaged or lost for any reason.

3302.5: Transfer of file custody; security of file information (03/02/16)

Freddie Mac may at any time require the Servicer to deliver the following documents to a Document Custodian approved by Freddie Mac or a transferee designated by Freddie Mac:

- Any original Note, Security Instrument, assignment and modifying instrument still in the Servicer's custody

- Any Mortgage file, document within a Mortgage file or other related documents and records in the Servicer's or its Document Custodian's custody, whether maintained as originals or as copies in accordance with Section 3302.2

The Servicer may, without Freddie Mac's prior approval, entrust custody of all or part of the Mortgage file to the Document Custodian holding Notes and assignments under Section 2202.2. When requested, the Servicer must be able to identify to Freddie Mac those file items held by the Document Custodian and document to Freddie Mac the Document Custodian's acknowledgment that such file items:

- Are Freddie Mac's property
- Will be maintained by the Document Custodian according to standards at least equal to those set in this chapter
- Will be maintained in such a way as to ensure the security and confidentiality of the information; protect against anticipated threats or hazards to the security or integrity of the information; and protect against unauthorized access to or use of such information
- Will be surrendered to Freddie Mac at any time Freddie Mac may request them

The Servicer agrees to indemnify Freddie Mac and hold Freddie Mac harmless for any loss, damage or expense (including court costs and reasonable attorney fees) that Freddie Mac may incur as a result of the Document Custodian's holding all or part of the Mortgage file.

The Servicer must maintain a copy (in a form allowable under Section 3302.2) of any original document that has been entrusted to the Document Custodian for safekeeping.
If all or part of the Mortgage file is held by the Servicer's Document Custodian, the Servicer agrees to recover from the Document Custodian (at the Servicer's expense) and provide to Freddie Mac (at the place and within the time frame specified by Freddie Mac) any Document Custodian-held original document requested by Freddie Mac for the postfunding quality control detailed in Chapter 3301 or in conjunction with a Freddie Mac desktop or on-site review of the Servicer's Servicing operations.

Chapter 3401: Freddie Mac's Postfunding Quality Control Review

3401.1: Postfunding quality control (03/02/16)

(a) Defined terms

As used in this Section 3401.1, the following terms have the meanings ascribed to them below:

Correction: Action taken by the Seller/Servicer, typically through delivery of documentation or information to Freddie Mac, that demonstrates that the identified Significant Defect (i) did not, in fact, exist at the time of Mortgage purchase, or (ii) has been corrected in the time frame and manner specified in the Purchase Documents such that the Defect is no longer considered by Freddie Mac to be a Significant Defect. Examples of Corrections include, but are not limited to, De Minimis Corrections and the acquisition of required insurance.

Counterparty Status: Freddie Mac's assessment of a Seller/Servicer's financial capacity which could determine which Remedy Freddie Mac will offer to a Seller/Servicer for a Mortgage with a Significant Defect.

Defect: A loan-level deficiency that breaches a term contained in the Purchase Documents in effect at the time of Mortgage purchase.

De Minimis Correction: Minor amount not to exceed $500 (or such higher amount as the Seller/Servicer and Freddie Mac may agree) that, when remitted, refunded, or otherwise provided, corrects or otherwise resolves an identified Significant Defect. A De Minimis Correction cannot be made: (a) in connection with any Mortgage where the correction would result in a specific required minimum Borrower contribution not being met, or (b) to correct a violation of the requirements set forth in the Freddie Mac Charter Act.

Finding: One or more Defects that, when considered with other Mortgage features, does not necessitate a change in the price of the Mortgage or result in the Mortgage being unacceptable even if the true and accurate facts about the Mortgage had been known at the time Freddie Mac purchased the Mortgage.

Price-Adjusted Loan ("PAL"): One or more Defects that, when considered with other Mortgage features, and based on the facts of the Mortgage as delivered to Freddie Mac, result in a Mortgage that was otherwise eligible for delivery to Freddie Mac had the correct data been delivered and postsettlement delivery fee (delivery fee) been paid to Freddie Mac by the Seller/Servicer.

Remedy: An action to resolve a Significant Defect elected by Freddie Mac pursuant to the Purchase Documents in effect at the time of Mortgage purchase.

Repurchase Alternative: Remedies other than repurchase of the identified Mortgage. Repurchase Alternatives could include, but are not limited to:

Performing Loans	Non-Performing Loans
Recourse/repurchase agreement	Make-whole payment
Indemnification agreement	Split loss
Mortgage insurance stand-in agreement	Loss reimbursement
Collateralized indemnification agreements (collateral in lieu of repurchase or collateralized recourse)	

Significant Defect: One or more Defects that either necessitate a change to the price for which the Mortgage was purchased or result in the Mortgage being unacceptable for purchase had the true and accurate information about the Mortgage been known at time of purchase. Mortgages with Findings and PALs are not Mortgages with Significant Defects.

In determining whether there is a Significant Defect, Freddie Mac must give due consideration to the severity of the Defect. In addition, in order to be a Significant Defect, the Defect must relate to one of the following:

- The underwriting of the Borrower's creditworthiness and capacity (e.g., Borrower's income, Borrower credit/liabilities and Borrower assets) or Borrower eligibility and qualification (e.g. area median income, First-Time Homebuyer, lawful presence in the United States)

- The underwriting criteria related to property or project eligibility (e.g., residential use and condominium eligibility), the property appraisal, or the physical condition of the Mortgaged Premises

- Mortgage or product terms and criteria (e.g., products that may require special Seller/Servicer approval as a prerequisite for delivery and the criteria described in the Purchase Documents such as LTV Ratio, occupancy, credit score, Mortgage purpose and Mortgage Product, and terms such as ineligible transaction types and limitations on cash out to the Borrower that determines the type of refinance) or any terms and criteria set forth in any negotiated provision)

- A life-of-loan representation and warranty (as described in Section 1301.11)

- Requirements applicable at time of Mortgage purchase (e.g., no defaults, all taxes and insurances have been paid or escrows established, and no modification, encumbrance, subordination or release of Mortgage)

- The warranties and obligations of Seller/Servicer set forth in Section 3101.1 regarding the Freddie Mac Exclusionary List or in Section 3101.2 regarding the FHFA Suspended Counterparty Program

- The existence, sufficiency or enforceability of any required insurance or guaranty, or

- The form and/or execution of Freddie Mac required Mortgage documents that without which make the Mortgage ineligible for sale or limit the enforceability of the required Mortgage terms (e.g., Uniform Residential Loan Application, power of attorney, Texas 50(a)(6) Mortgage documents or nonstandard and special purpose documents such as Living Trusts)

(b) General quality control policy

Freddie Mac reserves the right to conduct a postfunding quality control review of any Mortgage sold to Freddie Mac.

Freddie Mac will underwrite each Mortgage selected for postfunding quality control review to verify that the Mortgage:

- Is of investment quality (as defined in Section 4201.1)

- Is based on a determination that the Borrower has acceptable credit reputation and capacity

- Is secured by collateral that is adequate for the transaction, and

- Otherwise complies with Freddie Mac's underwriting guidelines and other requirements set forth in the Purchase Documents, including compliance with applicable anti-predatory lending laws

Freddie Mac's determination of whether a Mortgage is of investment quality and otherwise complies with all requirements of the Purchase Documents is conclusive.

(c) FICO® scores

Freddie Mac obtains FICO scores for Mortgages purchased and uses such scores and the accompanying reason codes as one of the sampling criteria for postfunding quality control reviews. If the Seller delivers and documents an Indicator Score in accordance with the provisions of Section 5203.2(f), Freddie Mac will use the Seller-delivered score.

(d) Reviewing Accept Mortgages and A-minus Mortgages

For Accept Mortgages and A-minus Mortgages, the Borrower will be considered creditworthy and no further assessment of Borrower creditworthiness will be made in the postfunding review if:

- The Seller has submitted to Loan Prospector® all required information and has complied with the terms applicable to Accept Mortgages and A-minus Mortgages in the Guide
- The information submitted is true, complete and accurate

(e) Mortgage file submission requirements

Freddie Mac will notify the Seller/Servicer via e-mail that certain Mortgages have been selected for postfunding quality control review and will provide a checklist of documents that must be submitted to Freddie Mac for each selected Mortgage. The Seller/Servicer must submit:

- All credit, income, employment, collateral and asset documentation used by the Seller to make the Mortgage underwriting decision
- The documents listed in Sections 3401.3 through 3401.28, as applicable
- The source documentation for any Indicator Score, and
- Any other documents listed on the checklist

In addition, for nonperforming Mortgages requested for postfunding quality control review, the checklist may include, among other things, records of all collection efforts, including Borrower contacts, property inspections, attempts to develop a workout plan and bankruptcy and/or foreclosure tracking logs and notes.

The Seller/Servicer must provide all documents indicated on the applicable postfunding quality control checklist in an electronic media format and file size as specified on the Quality Control web page located at **http://www.freddiemac.com/singlefamily/qc_electronic_file_delivery_reqs.html**. Freddie Mac reserves the right, in its sole discretion, to take any appropriate action if a Seller/Servicer does not deliver the required documents in accordance with the specified media format and file size requirements. Such action may include, but is not limited to, assessing a noncompliance fee to compensate Freddie Mac for costs incurred by having to manually process file deliveries. All documentation sent to Freddie Mac may be used in the postfunding quality control review, even if the Seller/Servicer includes documentation that is not required. The Seller/Servicer is responsible for the accuracy and authenticity of all documentation in the Mortgage file.

Within 30 days from the date that Freddie Mac requests the Mortgage files for postfunding quality control review, Freddie Mac must receive the requested Mortgage files containing all

the specified documentation. If Freddie Mac does not receive the requested Mortgage files within the requested time frame, Freddie Mac will issue a repurchase request. Additionally, failure to submit a Mortgage file selected for postfunding quality control review in accordance with the requirements of the Purchase Documents may result in a Seller's or Servicer's suspension or disqualification. Based upon circumstances at the time, Freddie Mac, in its sole discretion, may specify a shorter or longer period of time for receipt of the requested Mortgage files.

An offer by the Seller/Servicer to repurchase the Mortgage will not exempt the Seller/Servicer from submitting the documents for postfunding quality control review that have been requested by Freddie Mac.

(f) Process for remedying selling and origination defects

The steps below describe the process that Freddie Mac will follow to categorize Defects, allow Corrections to Defects, and remedy Defects through either a repurchase request or Repurchase Alternative.

(i) Step 1 – Identification of Findings, PALs and Significant Defects

After a full-file postfunding quality control review is completed, Freddie Mac will designate any Defect(s) as resulting in a Finding, PAL or Significant Defect. Freddie Mac's repurchase letters will continue to detail the specific Significant Defects found during the quality control review.

If Freddie Mac designates the Defect as resulting in a Finding, Freddie Mac will not require a Correction or a Remedy from the Seller/Servicer. However, Freddie Mac may request a data update from the Seller/Servicer.

If Freddie Mac designates the Defect as resulting in a PAL, the Seller/Servicer must pay to Freddie Mac the applicable delivery fee that should have been paid when the Mortgage was purchased by Freddie Mac had the true and accurate facts about the Mortgage been known at the time of purchase, which will be paid in accordance with Section 6303.2. Freddie Mac may not demand repurchase of a PAL. The Seller/Servicer may not voluntarily repurchase a PAL.

If Freddie Mac identifies a Significant Defect, Freddie Mac will require repurchase of the Mortgage or may offer the Seller a Repurchase Alternative.

Freddie Mac also checks for data discrepancies (which could be independent of a full file quality control review) that may result in the assessment of a delivery fee.

(ii) Step 2 – Correcting certain significant Defects

During the appeals process described in Section 3602.7, a Seller/Servicer has the right to provide a Correction of any Significant Defects. Any additional documentation or

information that the Seller/Servicer provides is subject to the same standard of quality control review as the initial Mortgage file documentation.

The documentation submitted to correct a Significant Defect must be based on information or data that either:

- Was available at the time of underwriting (and no later than the Note Date), or
- Covers the time of underwriting so long as such evidence meets the applicable documentation requirements set forth in the Purchase Documents

During the appeals process, Seller/Servicers have the ability to correct Defects related to property, flood or mortgage insurance.

If a Seller/Servicer does not repurchase the Mortgage or perform any Repurchase Alternative in accordance with the Purchase Documents, such Seller/Servicer continues to have the obligation to correct any Significant Defect in accordance with the Purchase Documents.

(iii) Step 3 – Freddie Mac review of Seller response and Mortgage reassessment

During the appeals process described in Section 3602.7, Freddie Mac will conduct a Mortgage reassessment by reviewing any Corrections submitted by the Seller/Servicer in accordance with the applicable Purchase Documents in order to determine whether a Significant Defect still exists.

If a Seller/Servicer submits additional documentation and/or information or takes steps which correct all Significant Defects in accordance with the Purchase Documents, Freddie Mac will rescind the Remedy request.

If, following reassessment, all Significant Defects have not been corrected in accordance with the Purchase Documents, the Seller/Servicer must comply with the Remedy request in a timely manner.

If, following reassessment, Freddie Mac determines that the Mortgage is a PAL, the Seller/Servicer must pay Freddie Mac the delivery fee, in accordance with Section 6303.2 that should have been paid when the Mortgage was purchased by Freddie Mac had the true and accurate facts about the Mortgage been known at the time of purchase.

Freddie Mac may consider a Mortgage with a Significant Defect for a Repurchase Alternative depending on Freddie Mac's commercially reasonable determination that the Mortgage is retainable. Freddie Mac will determine whether the Mortgage is retainable based on the Seller/Servicer's Counterparty Status and whether the Mortgage was an acceptable investment at the time of purchase. If a Repurchase Alternative is offered on a Mortgage with a Significant Defect, the Seller/Servicer can conclude that a full-file quality control review has been completed. However, if a Repurchase Alternative is

offered on a Mortgage where a Seller/Servicer self-reports a Defect, the Seller/Servicer cannot conclude that a full-file quality control review has occurred or that representation and warranty relief has been granted.

At any time during the appeals process, a Seller/Servicer has the right to propose a Repurchase Alternative following the identification of a Significant Defect. Freddie Mac will in good faith consider and respond to the Seller/Servicer's proposed Repurchase Alternative.

Freddie Mac may offer or decline to offer the Seller/Servicer certain Repurchase Alternatives based on the Seller/Servicer's Counterparty Status to the extent there are future obligations required as part of the Repurchase Alternative. Other factors to be considered by Freddie Mac may include, but are not limited to, the failure to maintain a quality loan origination process and the Seller/Servicer's ability and willingness to comply with other provisions of the Purchase Documents.

If a Mortgage has multiple Significant Defects, and the Seller/Servicer is successful in correcting some, but not all, of the Significant Defects, Freddie Mac may continue to pursue repurchase as a Remedy if the Mortgage has Significant Defects after the Mortgage reassessment is complete. If a Mortgage has multiple Significant Defects and the Seller/Servicer is successful in correcting all of them, but there remains a Defect that makes the Mortgage a PAL after reassessment, Freddie Mac may subsequently notify the Seller/Servicer of the delivery fee that remains due. Such delivery fee will be paid in accordance with Section 6303.2.

(iv) Step 4 – Range of possible outcomes

(A) Finding

If the Mortgage has had a full-file quality control review completed with only Findings discovered, the Seller/Servicer will be relieved from Freddie Mac's enforcement of certain selling representations and warranties related to such Mortgage (as described in Section 1301.11(a)) provided all other requirements in Section 1301.11 are met. If a Mortgage has not had a full-file quality control review, the Seller/Servicer may still be relieved from Freddie Mac's enforcement of certain selling representations and warranties through other provisions under the selling representation and warranty framework described in Section 1301.11.

(B) PAL

The appeals process for a PAL will result in one of the following outcomes:

- Rescission of the request for the payment of the delivery fee, or
- Payment of the delivery fee

If the PAL has had a full-file quality control review completed without the identification of any Significant Defects, the Seller/Servicer will be relieved from Freddie Mac's enforcement of certain selling representations and warranties related to such Mortgage (as described in Section 1301.11(a)) when the Seller/Servicer pays the delivery fee, provided all other requirements in Section 1301.11 are met. A PAL that has not had a full-file quality control review will not be relieved from Freddie Mac's enforcement of certain selling representations and warranties (as described in Section 1301.11(a)) when the Seller/Servicer pays the delivery fee, but the Seller/Servicer may still be relieved from Freddie Mac's enforcement of certain selling representations and warranties through other provisions under the selling representation and warranty framework described in Section 1301.11.

(C) Significant Defects

The appeals process for Mortgages with Significant Defects may result in a range of outcomes, including:

- Rescission of the Remedy request
- Agreement on a Repurchase Alternative, or
- Fulfillment of the Remedy request

If Freddie Mac offers a Repurchase Alternative after a repurchase demand has been issued, the Seller/Servicer has the option to repurchase the Mortgage instead of accepting the Repurchase Alternative.

If a Mortgage with a Significant Defect has had a full-file quality control review, the Seller/Servicer will be relieved from Freddie Mac's enforcement of certain selling representations and warranties related to such Mortgage (as described in Section 1301.11(a)) if (i) all Significant Defects have been corrected, or (ii) a Repurchase Alternative has been offered and accepted, and fully executed and completed by the Seller/Servicer in compliance with any related terms, including the expiration of all applicable time frames, provided all other requirements set forth in Section 1301.11 are met.

At its sole discretion, Freddie Mac, in addition to its other contractual and legal remedies, will require repurchase of each Mortgage that does not comply with the requirement(s) set forth in the Purchase Documents to submit requested Mortgage documentation for postfunding quality control review within the allotted time.

3401.2: Credit enhancer postfunding review (03/02/16)

Freddie Mac may elect to obtain a credit enhancement on some or all of the Mortgages it purchases, either concurrently with or subsequent to the purchase of the Mortgages. In such

event, the Seller, as the Servicer of the Mortgages, or any transferee Servicer, may receive an electronic request from Freddie Mac to provide the credit enhancer with Mortgage files or other Mortgage information or documentation ("Mortgage information") related to the credit-enhanced Mortgages for review.

Freddie Mac's request to the Seller or transferee Servicer, as applicable, will identify the credit enhancer requesting the Mortgage information, authorize the release of the specific Mortgage information, and provide the name and contact information for the individual at the credit enhancer to whom the Mortgage information should be directed. The Seller or any transferee Servicer, as applicable, must provide the Mortgage information no later than:

- 30 days after receipt of the request, or
- The agreed-upon written deadline as negotiated between the credit enhancer and the Seller or transferee Servicer, as applicable

With respect to each request for Mortgage information:

- The Seller or transferee Servicer, as applicable, will not be entitled to receive notice of any action taken by the credit enhancer, and
- If the Seller or transferee Servicer, as applicable, fails to cooperate with the credit enhancer and such failure jeopardizes Freddie Mac's ability to maintain the credit enhancement, Freddie Mac may exercise any or all of its rights and remedies under the Seller's Purchase Documents or, as applicable, the transferee Servicer's Purchase Documents.

Requests for Mortgage information by a credit enhancer do not in any way modify, mitigate or nullify any of Freddie Mac's rights under the Purchase Documents including, but not limited to, the right to conduct a quality control review of the Mortgages at any time in the future and to issue remedies for Mortgages Freddie Mac determines are ineligible. As provided in Section 1301.10, the Seller's representations and warranties are not affected by any investigation by the credit enhancer or by any subsequent investigation made by, or on behalf of, Freddie Mac.

3401.3: Note (03/02/16)

A legible copy of the entire Note, complete with addenda, as applicable, and showing all endorsements must be maintained in the Mortgage file together with any related modification or assumption/release of the liability instrument. The final endorsement from the Seller, as required in Section 6301.3, does not need to appear on the copy of the Note included in the file submitted for postfunding quality control review.

For Mortgages secured by property in New York State that are documented using a New York Consolidation, Modification and Extension Agreement (NY CEMA), the Mortgage file must contain legible copies of the following documents:

- Consolidated Note showing all endorsements

- Original Old Money Note and, if applicable, Original New Money (Gap) Note
- All other documents specified in Section 4101.5(b)

3401.4: Modifying instrument or assumption of indebtedness agreement (03/02/16)

The following documents must be included in the Mortgage file:

- The modification or conversion agreement, or the ownership transfer instrument and assumption of indebtedness agreement, if the Mortgage has been modified or converted from an ARM to a fixed-rate Mortgage or if the ownership of the Mortgaged Premises has been transferred in any way; however, the Seller/Servicer does not need to submit for postfunding quality control review a copy of any modifying instrument that by its terms ceases to be effective upon purchase of the Mortgage by Freddie Mac

- The Construction Conversion Modification Agreement for Construction Conversion Mortgages and Renovation Mortgages; and

- The Mortgage application, credit report, employment and income verifications for the current Borrowers, if the Mortgaged Premises is currently owned by anyone other than the original Borrowers. A certification of the terms of the sale of the Mortgaged Premises (for example, a copy of the purchase agreement signed by the seller and purchaser) must also be included.

3401.5: Underwriting summary (03/02/16)

A completed Form 1077, Uniform Underwriting and Transmittal Summary, must be included in the Mortgage file.

3401.6: Title insurance (03/02/16)

Unless the final title insurance policy is issued at settlement, the Mortgage file must contain a commitment for title insurance on an American Land Title Association (ALTA) Commitment Form or equivalent until the final policy is issued. The final policy, once issued, must be maintained in the Mortgage file and must include all required endorsements.

3401.7: Residential loan application (03/02/16)

A copy of the initial Form 65, Uniform Residential Loan Application, as well as the final signed application, must be included in the Mortgage file. The final signed application must match the file documentation. If there are any discrepancies between the information on the application and the information in the credit, income and assets verifications, a written explanation of such discrepancies must also be included in the Mortgage file.

3401.8: Credit documentation (03/02/16)

A credit report must be included in the Mortgage file. If Credit Scores were obtained for underwriting, they must be included in the Mortgage file. For any Mortgage underwritten with Credit Scores, the Credit Score selected for each Borrower and the process used to select the Credit Score must be noted on Form 1077, Uniform Underwriting and Transmittal Summary, or another similar document in the Mortgage file. Source documentation also must be retained in the Mortgage file.

3401.9: Verification of employment and income (03/02/16)

Documentation of employment and income verification and a written analysis of the income used to qualify the Borrower must be retained in the Mortgage file.

3401.10: Underwriting explanation (03/02/16)

When either the total monthly housing expense-to-income ratio guideline of 28% or the monthly debt payment-to-income ratio guideline of 36% is exceeded, a written explanation fully supporting the Seller's underwriting decision must be retained in the Mortgage file.

3401.11: Property valuation documentation (03/02/16)

The Mortgage file must include all documentation used to determine that the Mortgaged Premises is acceptable including, but not limited to, an appraisal report and any completion report for appraisals subject to conditions.

3401.12: Form 998, Operating Income Statement (03/02/16)

A completed Form 998, Operating Income Statement, must be included in the Mortgage file.

3401.13: Leasehold Mortgage (03/02/16)

If the Mortgaged Premises is on a leasehold estate, a Form 461, Ground Lease Analysis, and a copy of the lease with recordation information must be retained in the Mortgage file.

3401.14: Buydown agreement (03/02/16)

For Mortgages with a temporary subsidy buydown plan, the Mortgage file must contain a copy of the executed buydown agreement.

3401.15: Mortgage insurance certificate (03/02/16)

If mortgage insurance is required, a copy of the mortgage insurance certificate, as well as all documents and information relating to any change in mortgage insurance from that provided at delivery including, but not limited to, notices of cancellation, rescission or termination of mortgage insurance, and denials of claims must be included in the Mortgage file.

3401.16: Mortgage payment history (03/02/16)

The Mortgage file must include a payment history from the first payment Due Date to the Delivery Date. This Mortgage payment history must:

- Demonstrate no Delinquencies of 30 days or more
- Be understandable without code translation

3401.17: Verification of source of funds (03/02/16)

The Mortgage file must include evidence of verification of all eligible sources of Borrower Funds used for down payment, prepaid items, closing costs, financing costs and reserves.

3401.18: Verification of previous Mortgage/rental payment history (03/02/16)

Evidence of verification of Mortgage payment history and/or rental payment history for the 12-month period prior to the date of the Mortgage application must be included in the Mortgage file.

3401.19: Sales contract (03/02/16)

For purchase Mortgages, a copy of the fully executed sales contract and all addenda must be included in the Mortgage file.

3401.20: Closing statements (03/02/16)

The Mortgage file must include the final Settlement/Closing Disclosure Statement evidencing all costs to the homebuyer and property seller, if applicable. For Mortgages with Application Received Dates prior to October 3, 2015, the Settlement/Closing Disclosure Statement must be signed by all parties to the transaction.

For Mortgages with Application Received Dates prior to October 3, 2015, secured by Mortgaged Premises in escrow states, the Mortgage file must include:

- Estimated Settlement/Closing Disclosure Statement signed by the Borrower and the property seller, if applicable; and
- The final Settlement/Closing Disclosure Statement signed by the escrow officer

3401.21: Documentation of flood zone determination (03/02/16)

The flood zone determination must be documented in the Mortgage file.

3401.22: Evidence of flood insurance (03/02/16)

If flood insurance is required, the Mortgage file must include acceptable final evidence of flood insurance.

If final evidence of flood insurance is not available at the time of the quality control review, one of the following documents is acceptable:

- Completed and executed NFIP Flood Insurance Application PLUS a copy of the Borrower's premium check or agent's paid receipt

OR

- Completed and executed NFIP Flood Insurance Application PLUS the final Settlement/Closing Disclosure Statement reflecting the flood insurance premium collected at closing

OR

- Completed and executed NFIP General Change Endorsement Form showing the assignment of the current flood insurance policy by the property seller to the Borrower

If the flood insurer is not the NFIP, the insurer's equivalent of the applicable NFIP form is acceptable.

If the flood zone determination documentation shows the insurable improvements are in a Special Flood Hazard Area (SFHA) but flood insurance was waived, the Mortgage file must include the documentation which served as the basis for the waiver.

3401.23: Other documentation (03/02/16)

The Seller/Servicer agrees to maintain in the Mortgage file and submit to Freddie Mac:

- The most recent Feedback Certificate and responses, including Risk Class results and underwriting requirements

- All documents necessary to evidence compliance with all applicable anti-predatory lending laws and regulations including, for example, any required reasonable tangible net benefit analysis, Borrower disclosures or disclosures relating to affiliated business or service providers

- All other documents requested by Freddie Mac

Freddie Mac may require that the requested documents be delivered to Freddie Mac, an agent of Freddie Mac, or to a Document Custodian.

3401.24: Mortgage secured by a Manufactured Home (03/02/16)

For a Mortgage secured by a Manufactured Home, the Mortgage file must include documentation evidencing that the Manufactured Home is legally classified as real property, the Manufactured Home is properly titled and the lien on the Manufactured Home is properly created, evidenced and perfected.

For a Mortgage on a new Manufactured Home, the Mortgage file must contain a copy of the manufacturer's invoice and Manufactured Home Purchase Agreement in the Mortgage file.

If the Manufactured Home was installed on or after October 28, 2008, the Mortgage file must contain evidence that the Manufactured Home was installed in compliance with applicable HUD Codes for Manufactured Homes (HUD Codes).

3401.25: Truth-in-Lending Disclosure Statement (03/02/16)

For Mortgages with Application Received Dates prior to October 3, 2015, a copy of the final Truth-in-Lending Disclosure Statement must be included in the Mortgage file.

3401.26: Secondary financing (03/02/16)

For each Mortgage that is concurrently originated with a subordinate lien (i.e., the Mortgage and subordinate lien are originated on the same day), the Seller must include in the Mortgage file a copy of the following documentation for the subordinate lien:

- Note or other evidence of subordinate lien terms
- Settlement/Closing Disclosure Statement
- For Home Equity Lines of Credit (HELOCs), the HELOC agreement indicating all fees and costs paid by the Borrower at closing, and the maximum permitted credit advance

For refinance Mortgages, the Mortgage file must include evidence of subordination of outstanding secondary financing.

3401.27: Freddie Mac Relief Refinance Mortgage[SM] – Same Servicer (03/02/16)

For Freddie Mac Relief Refinance Mortgages – Same Servicer, the Mortgage file for the Mortgage being refinanced must be made available to Freddie Mac upon request.

3401.28: Electronic Records and Electronic Signatures (03/02/16)

If a Mortgage is originated using any Electronic Records expressly permitted by Freddie Mac in the Guide or in a Seller/Servicer's other Purchase Documents, the Seller/Servicer's Mortgage file may contain a combination of paper documents and Electronic Records and must contain:

- The clear and conspicuous statement of certain information required by E-Sign (see Title I, Section 101(c)(1)(B)(i)-(iv) and (C)(i) of E-Sign) and satisfactory evidence that the Borrower received the information before consenting to Electronic Records

- The "Consent to Electronic Records" required by E-Sign (see Title I, Section 101(c)(1)(A) and (C)(i)-(ii) of E-Sign) and satisfactory evidence that "reasonably demonstrates" that the Borrower was able to access the information required by E-Sign (see preceding bullet) before electronically consenting or confirming consent to Electronic Records

- Federal or State disclosures that were electronically presented to and accessed by the Borrower electronically, with satisfactory evidence of when and how the electronic disclosures were received and, if required, signed by the Borrower using an Electronic Signature

- Any other paper documents and/or Electronic Records required by the Seller/Servicer's Purchase Documents, with satisfactory evidence of when and how the paper documents and/or Electronic Records were received and, if required, signed by the Borrower either in writing or using an Electronic Signature, as applicable

In all cases, the paper documents and/or Electronic Records (including Electronic Signatures) in the Mortgage file must be sufficient to permit Freddie Mac to perform a postfunding quality control review and, among other things, obtain a reverification of the Borrower's employment and income from employers and/or other third parties.

If the Seller/Servicer's Mortgage files contain a combination of paper documents and Electronic Records, the Seller/Servicer must maintain a computerized tracking system that cross-references the locations of both paper documents and Electronic Records for each Mortgage. Such computerized information must be made available to Freddie Mac promptly upon request.

Chapter 3402: Seller's In-House Quality Control Program

3402.1: Seller's quality control program (03/02/16)

The Seller must operate a quality control program for Home Mortgages that is acceptable to Freddie Mac. Organizations with a commitment to quality control recognize that quality begins before an application is taken and continues throughout the entire Mortgage origination process.

The purpose of a quality control program is to monitor and evaluate the integrity of the origination process and to provide feedback to the organization about its originations. This feedback is used to adjust and improve production processes.

Effective quality control programs are designed to monitor and evaluate the specific characteristics of the Seller's organization, and reflect:

- The size and structure of the organization
- The experience and expertise of the staff
- The geographic areas of operation
- The branch structure
- The volume and types of Mortgages originated
- The origination sources used (for example, from Mortgage Brokers or Correspondents or via the Internet)
- Any significant changes in the product lines, origination sources or production process
- Controls in place to ensure that internal policies and procedures are followed

Although no single specific quality control program can meet the needs of all Sellers, there are certain characteristics found in all effective quality control programs. The Seller's quality control program must:

- Be in writing
- Provide for standard operating procedures for all employees who will be involved with or affected by the quality control process
- Be capable of evaluating and monitoring the overall quality of Mortgage production on a regular and timely basis

- Include preclosing and postclosing quality control reviews

- Include procedures to ensure that sample selection, Mortgage file reviews and the reporting of findings to senior management are conducted in a timely manner

The Seller may use any combination of preclosing or postclosing quality control reviews based on its specific operations and needs. The Seller's postclosing in-house quality control program must operate independently of the Mortgage origination and underwriting departments.

The Seller must also comply with the requirements of Section 3201.1 (c) relating to fraud prevention and detection in its quality control program, as well as other applicable requirements of Chapter 3201 relating to fraud prevention, detection and reporting.

Freddie Mac's *Quality Control and Fraud Prevention Resources* includes best business practices for designing, administering and documenting an effective quality control program. Sellers may find the ***Quality Control Best Practices*** publication to be a useful online resource in fulfilling Freddie Mac's requirements, as stated in this chapter, for their in-house quality control programs. Sellers can access any of the three components of the *Quality Control and Fraud Prevention Resources*: ***Quality Control Best Practices***, ***Wholesale Originations Best Practices*** and ***Fraud Mitigation Best Practices*** on Freddie Mac's web site at **http://www.freddiemac.com/singlefamily/quality_control.html**.

3402.2: Use of third-party quality control services (03/02/16)

The Seller may use third-party quality control services for all or part of its quality control program. The Seller using third-party quality control services must:

- Ensure that the services performed by third-party quality control services comply with Freddie Mac's requirements

- Monitor and evaluate the performance of third-party quality control services on a regular basis

The Seller must review third-party quality control findings and take the same corrective actions as it would with respect to quality control findings made by its own staff.

3402.3: Transfers of Servicing (03/02/16)

The Seller's postclosing quality control program must include policies and procedures addressing Transfers of Servicing.

When Servicing is transferred, the Seller must:

- Retain copies of the file documents to complete the quality control reviews, or
- Make arrangements with the new Servicer to assist in the quality control reviews

Records of completed quality control reviews must be provided to the new Servicer.

3402.4: Postclosing sample selection (03/02/16)

The Seller's postclosing quality control sample must, at a minimum, consist of three sample types:

- Random
- Targeted
- Discretionary

(a) Random sample

Home Mortgages in the random sample are randomly selected from the population so that every Mortgage has an equal chance of selection.

Loan Prospector® Mortgages must make up a representative portion of the Seller's quality control sample.

Except as provided under the last paragraph of this section, the Seller must:

- Select for quality control review at least 10% of one of the following production populations:
  - Total annual Home Mortgage production, or
  - Total annual secondary market Home Mortgage production, or
  - Total annual Freddie Mac Home Mortgage production

  However, any Mortgages excluded from the Seller's quality control sample selection process, as set forth in the remaining provisions of this section, are not eligible for sale to Freddie Mac.

- Schedule its sampling procedures so that every Home Mortgage within the selected population has a chance of being selected for review within 90 days of the Note Date

- Assign to quality control personnel the authority to conduct additional reviews at their discretion

- Warrant that over the course of each 12-month period, the selected samples are representative of the full scope of the Seller's product line and production process within the selected population

The full scope of the Seller's product line and origination process includes all of the following:

- Home Mortgages from all product lines

- Home Mortgages from all States of operation

- Home Mortgages from each branch office

- Home Mortgages from each third party involved in the origination process

- Home Mortgages with high-risk characteristics (for example, high loan-to-value ratios, ARMs, 3- to 4-unit properties, Manufactured Homes, cash-out refinance Mortgages, Investment Property Mortgages and Caution Mortgages)

A Seller with a total annual production volume in excess of 5,000 Home Mortgages may substitute a statistically based sampling methodology that is of sufficient size to ensure a confidence level of 95% and a margin of error not to exceed 2% on an annual basis based on the defect rates for Mortgages recently reviewed by the Seller's quality control.

(b) Targeted sample

Each month, the Seller must select all Mortgages sold to Freddie Mac that become 60 days or more past due in the first six months following the Note Date. These Mortgages must be carefully evaluated to determine the presence of any fraud or other deficiency.

(c) Discretionary sample

Mortgages in a discretionary sample are selected on a non-random basis from a specific population.

As required in Section 3201.1(c), discretionary samples must be selected to evaluate the work of a particular employee or Mortgage transaction participant when there is a reason to suspect fraud. Discretionary samples should also be selected as needed in order to:

- Review the work of a new branch office, employee or third-party originator

- Validate that a new product or offering is being originated in accordance with the Seller's policies and procedures

- Comply with a request from Freddie Mac to review loans in a specific population

3402.5: Reverifications made by Seller (03/02/16)

The Seller must make certain reverifications on Loan Prospector® and Non-Loan Prospector Mortgages selected for postclosing quality control review. The purposes of the reverification process include:

- Evaluating the validity and quality of the information used in the original underwriting decision
- Protecting the Seller against fraud and misrepresentation

Sellers should begin reverifying the information listed in this section as soon as possible after the sample selection to facilitate the Mortgage file review.

Reverifications may be in written or verbal form.

All reverification documentation must be retained in the Mortgage file.

(a) Verifications of employment, income and sources of funds

For postclosing quality control reviews, the Seller must reverify all employment, income and sources of funds used in the original underwriting process and based on the minimum documentation required at the time of origination. Copies of the original verifications should be submitted to the issuers with a request that they confirm the accuracy of the documentation.

Any verbal reverifications of employment, income and source of funds must be documented in writing. The written documentation must:

- Identify the name of the quality control reviewer who made the contact
- Identify the name of the business (employer, bank, etc.)
- Identify the name and title of the individual who provided the verification (employer contact, gift donor, etc.)
- Show the date(s) of the contact
- Confirm that the information in the original verification was accurate or identify any inaccuracy

- Identify the phone number for the individual contacted. The phone number must be obtained from an acceptable third-party source.

- Identify the name of the third-party source used to obtain the phone number (phone book, internet, 411 information services, etc.)

The Seller must obtain the Internal Revenue Service (IRS) income information using Form 4506-T (or an alternate form acceptable to the IRS that collects comparable information) for each Mortgage selected for quality control review. The IRS form does not need to be resubmitted to the IRS if a response was received during the origination process.

For Borrowers with income that is derived from sources in Puerto Rico, Guam or the U.S. Virgin Islands that are exempt from federal income taxation under the Internal Revenue Code, the above requirements apply, except as follows:

- For Borrowers with income that is derived from sources in Puerto Rico, the Seller must submit the Commonwealth of Puerto Rico Form 2907 titled "Request For Copy of the Return, Estate or Gift Certificate of Release" (Modelo SC 2907 "Solicitud De Copia De Planilla, Relevo De Herencia Y De Donacion") to the Puerto Rico Department of the Treasury, Internal Revenue Area

- For Borrowers with income that is derived from sources in Guam or the U.S. Virgin Islands, the Seller must submit the Form 4506-T (or an alternate form that authorizes the release of comparable tax information) to the Guam Department of Taxation and Revenue or Virgin Islands Bureau of Internal Revenue, as applicable

(b) Borrower's Social Security number

For Mortgages included in postclosing quality control samples, the Seller must validate the Social Security number provided by each Borrower.

The Seller is not required to validate the Social Security number during the postclosing quality control review, if:

- The Seller validated the Social Security number during the loan origination process or a preclosing quality control review; and

- The Social Security number was not initially validated by a Mortgage Broker or Correspondent; and

- The Mortgage file indicates there were no misrepresentations in connection with the Borrower's application or the underwriting of the Mortgage

(c) Credit reports

For Loan Prospector Mortgages, the Seller is not required to obtain a new credit report. The Seller must verify that the identifying information for any Borrower (name, current and previous address and Social Security number) is true, complete and accurate and that it was properly input into Loan Prospector on or before the Note Date. Any credit information obtained from sources other than Loan Prospector must be reviewed.

For Loan Prospector Accept Mortgages and A-minus Mortgages, the Seller is not required to review the Loan Prospector-provided credit reports to determine that the credit report was properly underwritten, or that it is in compliance with credit underwriting guidelines, except as noted below:

- For Accept and A-minus Mortgages, the Seller must verify that the Loan Prospector-provided credit reports are for the correct Borrower

- For A-minus Mortgages, the Seller must review the Loan Prospector-provided credit reports to determine compliance with Sections 5101.9(c) and 5202.2(b)

For one out of every 10 Non-Loan Prospector Mortgages selected for postclosing quality control review, the Seller must obtain either a new Residential Mortgage Credit Report or a three-repository merged in-file credit report.

For the remaining Non-Loan Prospector Mortgages in the Seller's postclosing quality control sample, the Seller must obtain new in-file credit reports containing information from one or more of the national repositories.

The new credit report should be ordered from a source other than the original reporting agency. The new credit report must be compared with the credit report used when the Mortgage was originated.

For Manually Underwritten Mortgages, the Seller must re-underwrite the credit and continue to review the Mortgage file documents in accordance with Section 3402.7 to determine that the Mortgage was underwritten to Freddie Mac's requirements.

For all Mortgages selected for postclosing quality control review, the Seller must determine whether additional credit was granted and considered in qualifying when the Borrower's credit report reveals inquiries within the previous 120-day period.

(d) Verification of owner-occupancy

For all Mortgages secured by Primary Residences that are selected for postclosing quality control review, the Seller must verify that the Borrower is occupying the Mortgaged Premises as a Primary Residence.

(e) Property valuation

For postclosing quality control reviews, the Seller must select from the following options:

- Option 1 — Of every 10 Mortgages selected for quality control review, one must be a field review and the remaining nine Mortgages may be desk reviews

- Option 2 — Of every 10 Mortgages selected for a quality control review, three must be a field review. No desk reviews are necessary for the other seven Mortgages

For purposes of performing field reviews, the following quality control requirements apply:

- If the Mortgage is secured by a one-unit property and was originated using an appraisal report, the Seller must obtain a field review with the results reported on Freddie Mac Form 1032, One-Unit Residential Appraisal Field Review Report

- If the Mortgage is secured by a two- to four-unit property, the Seller must obtain a field review with the results reported on Freddie Mac Form 1072, Two- to Four-Unit Residential Appraisal Field Review Report

- The Seller does not need to obtain a field review during the quality control review if one was obtained during the origination process

The field review must:

- Be prepared by a qualified appraiser (as described in Section 5601.3) not affiliated with the original appraiser or appraisal firm

- Either concur with, or provide a different opinion regarding, the value and marketability of the Mortgaged Premises as of the effective date of the original appraisal and not as of the date of the appraisal review

- Be used to evaluate the quality of the original appraisal report

- Include an exterior review of the subject property and comparables

- Include a review of the accuracy of the factual data in the original appraisal report

When a desk review of the original appraisal report is required for the remaining Mortgages in the Seller's postclosing quality control sample, the reviewer need not be an appraiser. However, the reviewer must be familiar with the subject's market area and be qualified to:

- Address the appropriateness of the data presented in the report

- Address the appropriateness of the comparable sales

- Conclude that the appraiser's rationale for the final reconciliation of value was supported

3402.6: Data integrity review (03/02/16)

The Seller's postclosing quality control review procedures for all Mortgages must include a review of the completeness and accuracy of the information obtained in the Mortgage origination process.

The data integrity review of the information must include a process for checking data fields entered in Loan Prospector® and ensuring that all data submitted is valid.

The Seller must perform a data integrity review on all Mortgages sampled to ensure that the loan data is accurate and consistent. Source documentation to be reviewed includes:

- Form 65, Uniform Residential Loan Application(s)
- Employment and income verifications
- Sales contracts
- Tax returns
- Credit data
- Asset documentation
- Property valuation documentation
- Mortgage delivery data, including the Key Number when applicable

If in a course of postclosing quality control review, the Seller determines that the Key Number for a Loan Prospector Mortgage is missing or is inaccurate, the Seller must notify Freddie Mac **(see Directory 2)** in writing within 30 days of the finding.

3402.7: Documentation review (03/02/16)

For all Mortgages included in the postclosing quality control sample, the Seller must review:

- The existence and accuracy of documentation required by applicable law
- Compliance with the eligibility and underwriting requirements and guidelines of the Seller, the mortgage insurer and Freddie Mac, as applicable
- Compliance with the Seller's warranties regarding Freddie Mac's Exclusionary List

- The Settlement/Closing Disclosure Statement and related documentation to determine that all conditions of closing have been satisfied

The Seller must also include the following documents in its quality control review for comparison with the reverifications received:

- Form 65, Uniform Residential Loan Application
- Credit documentation
- Employment and income documentation
- Asset documentation
- Property valuation documentation
- Sales contract
- Form 1077, Uniform Underwriting and Transmittal Summary

The Seller must include the following applicable closing documents in its postclosing quality control review to ensure that the information is accurate, complete and consistent with other documents in the Mortgage file:

- Notes and riders
- Security Instruments and assignments
- Mortgage insurance certificate or policy or Mortgage guaranty certificate
- Modification or assumption agreement
- Title binder or final title insurance policy (both if available) or other evidence of title
- Plat or survey
- Settlement/Closing Disclosure Statements
- Leasehold estate documents
- Hazard insurance policy or certificate
- Flood insurance policy or certificate or flood zone determination documents
- Underwriter's approval and any conditions of closing

- Closing instructions

3402.8: Preclosing quality control reviews (03/02/16)

The Seller's quality control program must include a process to perform quality control reviews on a sampling of its Mortgages prior to closing. The goal of an effective preclosing review process is to monitor the Seller's origination policies, ensure the accuracy of the Mortgage data and prevent the closing of Mortgages with deficiencies such as fraud, inaccurate data and insufficient documentation.

The Seller's in-house preclosing quality control process should operate independently of the Mortgage origination and underwriting departments when operationally possible.

(a) Procedures

The Seller's preclosing review process should include procedures for:

- Sample selection and timing that permits reviews to be completed prior to closing
- Reporting deficiencies and taking appropriate corrective measures
- Documenting the resolution of defects
- Canceling or postponing settlement when the preclosing review reveals deficiencies or when the review cannot be completed prior to the scheduled settlement

(b) Sample selection

The Seller's sampling process should include Mortgages that are representative of the full scope of the Seller's product line and production process as defined in Section 3402.4(a). The Seller should regularly assess its sampling methodology to ensure that its preclosing quality control process is effective. Additionally, the Seller should target samples, as needed, in order to:

- Review the work originated by a new branch office, employee or third-party originator
- Validate that a new product or offering is being originated in accordance with the Seller's policies and procedures
- Evaluate the work of a particular employee or Mortgage transaction participant when there is a reason to suspect fraud as required in Section 3201.1(c)

(c) Validation and reverification

An effective preclosing quality control review process should include validation or reverification of:

- Data entered into Loan Prospector®
- Social Security number provided by each Borrower, unless the Seller validated the number during the loan origination process
- Income documentation and calculation
- Employment
- Assets required to close or meet reserves requirements
- Property valuation documentation or property valuation data
- Adequate mortgage insurance coverage
- Whether additional credit was granted and considered in qualifying when the Borrower's credit report reveals inquiries within the previous 120-day period

3402.9: Documenting reviews (03/02/16)

The Seller must:

- Maintain complete records for each Mortgage file selected for a preclosing or a postclosing quality control review
- Document and explain discrepancies or inconsistencies found in the Mortgage file that affect the eligibility of the Mortgage based on the requirements of the Seller, the Mortgage insurer or Freddie Mac

3402.10: Reporting requirements (03/02/16)

The Seller's quality control program must provide that all preclosing and postclosing quality control activities be fully documented in writing and reviewed by management on a regular basis.

The results of quality control reviews must be reported in writing to the Seller's senior management within 90 days of selection of the Mortgage files for review. The Seller must thoroughly analyze findings affecting the acceptability or eligibility of Mortgages and initiate any necessary corrective actions.

The Seller must notify Freddie Mac **(see Directory 2)** in writing within 30 days of the Seller's determination that a postclosing quality control finding affects the eligibility of a Mortgage sold to Freddie Mac, except that findings related to fraud or possible fraud must be reported in accordance with Section 3201.2. Freddie Mac reserves the right to increase the sampling or to impose other requirements on a case-by-case basis.

3402.11: Retention of Seller's quality control records (03/02/16)

For at least three years from the date of the preclosing or postclosing quality control review, the Seller must retain all records of its quality control findings, along with documentation of any corrective action taken. These records must be made available to Freddie Mac upon request and must be included in the information provided to the new Servicer if a Transfer of Servicing occurs.

Chapter 3403: Servicer's Quality Control Program

3403.1: Servicer's quality control program (03/02/16)

The Servicer must implement a quality control program with respect to its Servicing of Mortgages for Freddie Mac, and, in implementing this program, it may leverage its existing processes. Freddie Mac may review and require changes to a Servicer's quality control program. Servicers must have written policies and procedures documenting its quality control program's requirements and must consistently monitor compliance with these policies and procedures as part of a prudent risk management framework. As part of its Servicing quality control program, the Servicer must regularly review and assess the adequacy of its internal controls, procedures and systems used in connection with Servicing of Freddie Mac Mortgages to ensure compliance with the Guide and other Purchase Documents.

The Servicer must take remedial steps, as appropriate, to address any deficiencies identified regardless of whether such deficiencies are discovered by the Servicer, identified and communicated by Freddie Mac, identified by a Borrower and confirmed by the Servicer, or identified by a third party (e.g., external auditor, law firm, or regulatory agency) and confirmed by the Servicer. The Servicer must formally document the results of its reviews and assessments and make the results, including any remediation plan or completed remediation, available to Freddie Mac upon request.

A Servicer must provide evidence of its quality control program upon Freddie Mac's request. At a minimum, a Servicer's quality control program must:

- Comply with the requirements of Section 3201.1(c) relating to fraud prevention and detection in its quality control program, as well as other applicable requirements of Chapter 3201 relating to fraud prevention, detection and reporting

- Evaluate whether the Servicer is maintaining accurate and complete records as required by Chapter 3302 and the document retention and Document Custodian requirements set forth in Sections 9206.17, 9205.9(f), 9205.11(i) and 9205.20

- Establish control and identification features for all Mortgage files, in accordance with Section 3302.3

- Provide for periodic reviews of the Servicer's cash accounting, investor reporting and remitting, escrow management and notifications to Borrowers, and custodial accounts management processes and controls, using a Mortgage sample size that reflects a meaningful representation of the UPB of the Mortgages the Servicer services for Freddie Mac

- Assess ARM adjustment accuracy and notifications to Borrowers

- Periodically perform quality control reviews or audits on any authorized Outsourced Vendor's use of any Servicing Tools or other Systems (as that term is defined in Section 2401.1) to ensure compliance with the Guide and other Purchase Documents, including Section 2406.1

- Evaluate whether its operations personnel and, if applicable, Outsourced Vendors, are complying with and accurately conducting the pre-foreclosure referral Mortgage File Review requirements of Sections 9101.2(c), 9102.4(b), and 9301.4 and pre-foreclosure sale account review requirements of Section 9301.29

- Periodically review notices of default, notices of acceleration, right to cure notices, and, where applicable, right to appeal a loan modification denial notice, to ensure that they are properly dated, timely sent, and otherwise provides Borrowers with all rights required by applicable law and assess whether all condition precedents to proceeding with foreclosure are met

- Develop and execute a quality assurance program for compliance with Freddie Mac's Home Affordable Modification Program (HAMP®) requirements in accordance with Section 9205.18

- Periodically review compliance with Freddie Mac's loss mitigation requirements, which includes compliance with Freddie Mac's modification program requirements and short sales

- Maintain policies and procedures that are reasonably designed to ensure that the Servicer investigates, responds to and makes corrections in response to complaints or errors asserted by Borrowers

Chapter 3501: Freddie Mac Servicer Success File Reviews and Performance Criteria

3501.1: Freddie Mac Servicer Success File Reviews (03/02/16)

As part of the Servicing Success Program, as described at **http://www.freddiemac.com/singlefamily/service/servicing_success_program.html**, Freddie Mac will be conducting reviews of delinquent Mortgage files from time to time as discussed below. These file reviews ("Servicer Success File Reviews" or "File Reviews") are in addition to any audit of Mortgage files specified in Section 8101.7.

(a) Types of File Reviews

Freddie Mac will notify a Servicer in writing that certain Mortgages have been selected for a Servicer Success File Review. Freddie Mac may conduct the following types of File Reviews:

- Prudent Servicing Review: An assessment of the Servicer's collection activities, loss mitigation activities, timeline management, and property preservation processes
- Short Sale Compliance Review: An assessment of the Servicer's compliance with the requirements of the Guide, and other Purchase Documents, as applicable, regarding completed short sales
- Loan Modification Compliance Review: An assessment of the Servicer's compliance with the requirements of the Guide and other Purchase Documents, as applicable, regarding completed modifications

Freddie Mac may modify or expand the types of File Reviews from time to time.

(b) File Review requests

Freddie Mac will notify a Servicer in writing that certain Mortgages have been selected for a File Review.

Servicers must comply with the instructions and any requirements set forth in a File Review request from Freddie Mac, which will:

- Include the Freddie Mac loan numbers associated with the Mortgage files being requested
- Specify the documentation that must be included with each type of file (e.g., short sale under Chapter 9204 or modification under Chapter 9204 or Chapter 9205)

- Provide detailed instructions on the manner in which the documents are to be submitted to Freddie Mac, and

- State that Freddie Mac must receive the requested file documentation within 30 calendar days from the date of the letter requesting the documentation or such other time frame Freddie Mac specifies in the request

All documentation sent to Freddie Mac may be used in the File Review, even if the Servicer includes documentation that is not required. Freddie Mac may request additional Mortgage files and/or additional documents during the File Review. The Servicer must submit the requested documentation in the manner specified by Freddie Mac or Freddie Mac may refuse to accept the documentation. A Servicer's failure to submit requested documentation will be considered a violation of the Purchase Documents, and Freddie Mac will pursue all rights and remedies available under the Purchase Documents and applicable law. Additionally, failure to submit the documentation is considered a file defect and may be considered in determining a Servicer's overall performance in accordance with Section 3501.2.

Upon completion of the File Review, Freddie Mac will provide its conclusions, including any defects, in writing to the Servicer. Servicers may provide Freddie Mac with a response or appeal to the findings noted in Freddie Mac's conclusions up to 15 Business Days after the date of Freddie Mac's written conclusions. If an identified defect was the result of a missing or incorrect document, that document may be submitted with the Servicer's appeal to support clearing the defect. If the Servicer failed to submit any documents in response to Freddie Mac's initial File Review request on a Mortgage, and the overall result is "Fail – Missing Docs," the Servicer may not appeal the defect for that Mortgage. Freddie Mac's decision on the File Review shall be deemed conclusive and may be considered as a factor in determining a Servicer's overall performance in accordance with Section 3501.2. Freddie Mac, in its sole and absolute discretion, may choose to rely on such conclusions or upon any other available information in determining whether to pursue any other right or remedy available to Freddie Mac under the Purchase Documents or applicable law.

Note: File Reviews are not a substitute for the Servicer's own internal quality control for default management activities.

3501.2: Servicer performance criteria (03/02/16)

(a) Servicer Success Scorecard performance

The Servicer Success Scorecard is a confidential monthly performance review for all Servicers which measures a Servicer's performance based on key criteria in two categories, investor reporting and default management. Each Servicer's performance results are published monthly in a Servicer Success Scorecard at **http://www.freddiemac.com/singlefamily/service/servicing_success_program.html**. The performance criteria are also published at

http://www.freddiemac.com/singlefamily/service/servicing_success_program.html, and these criteria, and changes thereto by Freddie Mac, are incorporated into the Guide by reference. Certain Servicers may have individual performance goals based on the criteria in the Servicer Success Scorecard that are incorporated into negotiated terms of business.

Freddie Mac reserves the right to amend the performance criteria, modify how the rankings are determined and revise the content of the Servicer Success Scorecard at any time. Each Servicer Success Scorecard is considered to be "confidential information" for purposes of Section 1201.8.

(b) Servicer Success Scorecard performance results

Freddie Mac will regularly monitor each Servicer's performance against the criteria in the Servicer Success Scorecard. Servicers will be placed into groups based upon similarities in Servicers' portfolios (each a "peer group"). The peer groups will be determined based upon portfolio composition parameters determined by Freddie Mac.

The Servicer Success Scorecard provides a Servicer with a ranking compared to other Servicers in such Servicer's peer group in the default management category. A Servicer will be presumed to have an unacceptable Servicer Success Scorecard result if the Servicer's ranking in the default management category is in the bottom 25% of ranked Servicers in the Servicer's peer group.

Freddie Mac considers factors such as trends in performance, adequacy of staffing, audit results, the Servicer Success Scorecard results, Servicer Success File Reviews, and/or compliance with all requirements of the Purchase Documents in evaluating whether the Servicer's overall performance is unacceptable for purposes of Section 2301.2.

In the default management category, a Servicer will receive a ranking on its Servicer Success Scorecard results compared against the Servicer's peer group if the Servicer services 25 or more Mortgages for Freddie Mac that are 90 or more days delinquent.

Refer to Section 9201.5 for additional information on Freddie Mac's default management performance category. Refer to Section 8301.3 for additional information on Freddie Mac's investor reporting performance category.

Chapter 3601: Remedies (Including Repurchase and Termination of Servicing)

3601.1: Freddie Mac remedies (03/02/16)

In addition to any other remedies it may have at law or in equity, for any Mortgage it purchased, Freddie Mac may require the Seller or Servicer to:

- Indemnify Freddie Mac and hold it harmless for any loss, damage or expense (including court costs and reasonable attorney fees) that it may sustain, and/or
- Repurchase Freddie Mac's interest in the Mortgage at any time if the Borrower or any other party in the Mortgage transaction has made any misstatement, misrepresentation or omission in conjunction with such transaction, whether or not the Seller or Servicer was a party to or had knowledge of such false representation, and/or
- Repurchase Freddie Mac's interest in the Mortgage or comply with the terms of any repurchase alternatives at any time under any of the other circumstances set forth in Sections 3602.1 and 3602.2, and/or
- Terminate Servicing pursuant to Chapter 3603, and/or
- Set off any amounts owed by a Seller/Servicer to Freddie Mac against any other funds that Freddie Mac owes to a Seller/Servicer, such as workout incentives, expense reimbursements or any other amounts

Chapter 3602: Repurchases

3602.1: Repurchases required by Freddie Mac due to violations of sale representations and warranties (03/02/16)

For Mortgages sold to Freddie Mac, the Seller, the Seller as Servicer, any prior Servicer and/or the current Transferee Servicer of the Mortgages (in this Section 3602.1, the "Seller/Servicer") are jointly and severally liable for all selling and origination representations, covenants and warranties in the Purchase Documents with respect to the Mortgages, unless specifically otherwise provided in the Purchase Documents. In addition to any other remedies it may have at law or in equity for any Mortgage it purchased, Freddie Mac may require the Seller/Servicer to repurchase Freddie Mac's interest in a Mortgage if Freddie Mac has designated any loan-level deficiency that breaches a term contained in the Purchase Documents in effect at the time of Mortgage purchase as resulting in a Significant Defect (as such term is defined in Section 3401.1).

Freddie Mac will require the Seller/Servicer to repurchase Freddie Mac's interest in a Mortgage if the repurchase is required under the terms of the Purchase Documents.

Freddie Mac's decision to require the Seller/Servicer to repurchase a Mortgage shall be conclusive. Failure to comply with Freddie Mac's repurchase requirement may result in suspension of selling and/or Servicing privileges or disqualification as a Freddie Mac Seller and/or Servicer. Suspension or disqualification shall not limit Freddie Mac's right to take other action to enforce its rights or protect its interests.

The Seller/Servicer must repurchase Freddie Mac's interest in the identified Mortgage within 60 days of the date of Freddie Mac's request or within such other time frame as specified by Freddie Mac. Any appeal of Freddie Mac's repurchase request must be made in accordance with the requirements of Section 3602.7.

Freddie Mac may, at its sole discretion, provide the Seller/Servicer with a Repurchase Alternative (as such term is defined in Section 3401.1(a)) of the identified Mortgage in accordance with Section 3401.1(f). In each such case, Freddie Mac will notify the Seller/Servicer of the type and terms of the Repurchase Alternative.

For purposes of this Section 3602.1, Mortgages that are subject to repurchase include active Mortgages, inactive Mortgages and REO and all other post-foreclosure situations pursuant to the provisions of Section 3602.4.

3602.2: Repurchases and repurchase alternatives required by Freddie Mac due to Servicing violations (03/02/16)

(a) Defined terms

As used in this section and Section 3602.8, the following terms have the meanings ascribed to them below:

Servicing Correction: Action taken by the 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 Freddie Mac, such that the Servicing Defect is no longer considered by Freddie Mac to be a Servicing Defect.

Servicer Counterparty Status: Freddie Mac's assessment of a Seller/Servicer's financial capacity which could determine whether to offer the Seller/Servicer certain Servicing Repurchase Alternatives for a Servicing Violation.

Servicing Defect: A loan-level deficiency based on a Servicing Violation resulting from a breach of a requirement, term or condition contained in the Purchase Documents in effect at the time of the Servicing Violation.

Servicing Remedy: An action to resolve a Servicing Defect elected by Freddie Mac in accordance with the Purchase Documents which may be either a Servicing Repurchase Alternative or a repurchase.

Servicing Repurchase Alternative: Remedies other than repurchase of the identified Mortgage including, after foreclosure, the REO property that compensates Freddie Mac for damages, expenses and losses resulting from the identified Servicing Defect. The Servicing Repurchase Alternative offered by Freddie Mac will be based on the individual Servicing Defect and the costs associated with any Servicing Repurchase Alternative 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
- Homeowners association (HOA) dues/condominium assessments
- Appraisal/BPO costs

- Legal fees and costs
- Property inspection costs
- Utility costs
- Any documented property value decline, where appropriate
- Costs to repair
- Outstanding fees/fines/liens

Servicing Repurchase Defect: A Servicing Defect attributable to a Servicing Violation for which a repurchase request could be issued without first issuing a notice of Servicing Defect, or a Servicing Repurchase Alternative demand letter. Servicing Repurchase Defects are limited to Servicing Defects that:

- Cause Freddie Mac's lien, security interest or other property interest to be subordinated, extinguished or become inadequate for the realization of the benefits of the security against the related Mortgaged Premises
- Pose a significant reputational risk to Freddie Mac
- Result from the Servicer modifying a Mortgage that was sold to Freddie Mac with recourse or full indemnification in violation of Freddie Mac's modification eligibility requirements
- Result in the Mortgage to not be, or no longer be, supported by Freddie Mac's Servicing systems; or
- Cause irreparable damage to the physical improvements to the Mortgaged Premises or REO property or render the Mortgaged Premises or REO property uninhabitable

Servicing Violation: A breach of any Servicer requirement or obligation contained in the Purchase Documents related to Servicing functions including, but not limited to, processing of payments, delinquency management, communications, loss mitigation, property preservation and ensuring appropriate insurance is on the Mortgage or property.

(b) Process for remediating Servicing Violations and related Servicing Defects

The steps below describe the process that Freddie Mac will follow to categorize Servicing Defects, allow Servicing Corrections to Servicing Defects through a notice of Servicing Defect, and remedy Servicing Defects through a Servicing Remedy letter (either a repurchase request or Servicing Repurchase Alternative demand letter).

(i) Step 1 – Determination of whether to send a notice of Servicing Defect or a Servicing Remedy letter

(A) Notices of Servicing Defect and Servicing Remedy letters

If Freddie Mac identifies a Servicing Violation, Freddie Mac may issue either a notice of Servicing Defect or a Servicing Remedy letter.

(I) Notice of Servicing Defect

If Freddie Mac determines that the Servicing Defect resulting from a Servicing Violation can be reasonably corrected by the Servicer, Freddie Mac will issue a notice of Servicing Defect.

(II) Servicing Remedy letter

If Freddie Mac deems the Servicing Defect resulting from a Servicing Violation to be uncorrectable by the Servicer, Freddie Mac will issue a Servicing Remedy letter. A Servicing Remedy letter may also be issued if a Servicing Defect (a) is not corrected by the Servicer during the Servicing Correction period, if applicable, or (b) caused or will cause Freddie Mac losses, expenses or damages, notwithstanding any Servicing Correction.

If a Servicer fails to comply with any Servicing Remedy letter, Freddie Mac may pursue other available rights and remedies under the Guide and the other Purchase Documents, including repurchase.

The following are limited instances in which a Servicing Defect resulting from a Servicing Violation may be deemed to be uncorrectable. Therefore, a Servicing Remedy letter may be issued in lieu of a notice of Servicing Defect when a Servicing Defect:

- Extinguishes the lien, security interest or other property interest, or the lien, security interest or other property interest becomes inadequate for the realization of the benefits of the security against the related Mortgaged Premises

- Causes irreparable damage to the physical improvements to the Mortgaged Premises or REO property or renders the Mortgaged Premises or REO property uninhabitable

- Is a result of a foreclosure sale to a third-party purchaser, completed short sale, or completed deed-in-lieu of foreclosure that was not compliant with the Guide and the other Purchase Documents

- Extinguishes Freddie Mac's ability to either file an insurance claim or seek full recovery of an insurance claim amount, for any insurance or guarantee type; or

- Results in a property that was not preserved and maintained in accordance with the Guide and the other Purchase Documents, and, following acquisition of the property, Freddie Mac needs to make any repairs to the REO property as a result of the Servicer's failure to preserve and maintain the property in accordance with the Guide and the other Purchase Documents.

(III) Servicing Repurchase Alternative demand letter

A Servicing Repurchase Alternative demand letter will be issued for Servicing Defects not constituting Servicing Repurchase Defects, including, if applicable, after a Servicing Correction period. Freddie Mac will issue any such Servicing Repurchase Alternative demand letter within 60 days after the expiration of the Servicing Correction period, including any extensions and resolution of any appeals (see Section 3602.8), unless Freddie Mac provides notice to the Servicer that it is unable to provide the Servicing Repurchase Alternative demand letter within such time frame. Any such notice will describe the anticipated time frame for issuing the related Servicing Repurchase Alternative demand letter.

A repurchase request will be issued for any Servicing Repurchase Defect. For purposes of this Section 3602.2, repurchase requests include active Mortgages, inactive Mortgages and REO and all other post-foreclosure situations pursuant to the provisions of Section 3602.4.

If there are multiple Servicing Defects caused by a Servicing Violation or Violations, Freddie Mac may either issue a (i) repurchase request if any Servicing Violation constitutes a Servicing Repurchase Defect, or (ii) a Servicing Repurchase Alternative demand letter for all Servicing Defects, in each case based on each specific Servicing Violation.

(B) Contents of notices of Servicing Defect and Servicing Remedy letters

The notice of Servicing Defect or Servicing Remedy letter will include the following information:

- The specific Servicing Violation(s) and/or related Servicing Defect(s)
- For a notice of Servicing Defect, the Servicing Correction period
- For a Servicing Repurchase Alternative demand letter, the Servicing Repurchase Alternative amount, including calculation of the Servicing Repurchase Alternative amount. (For a repurchase request, details regarding the calculation of the repurchase price as described in Section 3602.4.)

- For a Servicing Remedy letter, the time frame for completing the repurchase or payment of the Servicing Repurchase Alternative, and information regarding the Servicer's right to appeal and time frame for appeal pursuant to Section 3602.8

(ii) Step 2 – Servicing Corrections

During the Servicing Correction period identified in a notice of Servicing Defect, a Servicer must correct the related Servicing Defect(s) in the specified time frame required in the notice of Servicing Defect. Following the Servicing Correction period, Freddie Mac will assess any Servicing Correction made by the Servicer to determine whether a Servicing Remedy letter will be issued. If the Servicer provides an acceptable Servicing Correction, Freddie Mac will not pursue a repurchase; however, Freddie Mac may still issue a Servicing Repurchase Alternative demand letter for any damages, expenses or losses suffered as a result of the Servicing Violation. If Freddie Mac determines it will not issue a Servicing Remedy letter, Freddie Mac will notify the Servicer that the related notice of Servicing Defect has been closed.

(iii)Step 3 – Appeals of Servicing Remedy letters

All Servicing Remedy letters issued to a Servicer are subject to appeal by the Servicer in accordance with Section 3602.8.

(c) Other representations and warranties

In addition to any other remedies it may have at law or in equity for any Mortgage it purchased, Freddie Mac may require the Servicer to repurchase Freddie Mac's interest in a Mortgage if, in Freddie Mac's sole discretion, Freddie Mac determines that the Servicer has failed to comply with any contractual representation and warranty, as prescribed in the Guide and the other Purchase Documents.

Contractual representations and warranties include, but are not limited to, compliance with Chapter 3201 regarding fraud, compliance with the Freddie Mac Charter Act, warranties and obligations of the Servicer regarding the Freddie Mac Exclusionary List or the Federal Housing Finance Agency's Suspended Counterparty Program, and compliance with applicable law, all as related to the Servicing of a Mortgage.

3602.3 Repurchases requested by the Seller/Servicer (03/02/16)

Under exceptional circumstances, the Seller/Servicer may be allowed to repurchase Freddie Mac's interest in a Mortgage. Each repurchase must have Freddie Mac's prior written approval and be documented in the applicable Mortgage file. To request a repurchase, the Seller/Servicer must complete a Form 105, Multipurpose Loan Servicing Transmittal, and submit it to Freddie

Mac via e-mail at **repurchase@freddiemac.com**. (**See Directory 1** for additional submission options.)

Generally, only a Mortgage that is 90 or more days delinquent or being foreclosed upon may be repurchased under this section. Without Freddie Mac's prior written approval, a Seller/Servicer may not voluntarily repurchase a Price-Adjusted Loan (as such term is defined in Section 3401.1(a).

3602.4 Repurchase price (03/02/16)

The repurchase price is calculated as follows:

- **Active Mortgages (see Section 8303.1):**
  - The amount of Freddie Mac's participation interest in the UPB of the Mortgage, including any Negative Amortization on an ARM
  - PLUS accrued interest at the applicable net yield rate from the first day of the month of repurchase through the day before repurchase
- **Inactive Mortgages (see Section 8303.1):**
  - The amount of Freddie Mac's participation interest in the UPB of the Mortgage, including any Negative Amortization on an ARM
  - PLUS accrued interest at the applicable net yield rate from the DDLPI through the day before repurchase
  - PLUS any expenses reimbursed by Freddie Mac to the Servicer
  - PLUS any other costs incurred by Freddie Mac and the Servicer in connection with foreclosure or the liquidation of the Mortgage in default
  - MINUS any mortgage insurance proceeds, sale proceeds, other proceeds, rental income or refunds remitted to Freddie Mac by or on behalf of the Servicer
- **REO and all other post-foreclosure situations:**
  - The amount of Freddie Mac's participation interest in the UPB of the Mortgage as of the acquisition date or the date of acceptance of a deed-in-lieu of foreclosure, including any Negative Amortization on an ARM
  - PLUS accrued interest at the:

- Accounting Net Yield (ANY) from the DDLPI through the earlier of the day before the repurchase due date or the 150th day from the DDLPI

- Average of the prime rate for the month preceding the repurchase request date minus one half of 1% from the 151st day from the DDLPI through the earlier of the day before the repurchase due date or 60 days after the settlement date of the sale of the REO (if applicable)

❑ PLUS any expenses reimbursed by Freddie Mac to the Servicer

❑ PLUS all costs associated with the acquisition, maintenance, rehabilitation and disposition of the property acquired, including any incentive or below market financing provided by Freddie Mac and the Servicer of the Mortgage in connection with the REO property

❑ PLUS an allocation for general and administrative expenses

❑ PLUS any other cost incurred by Freddie Mac and the Servicer in connection with the REO property, foreclosure or the liquidation of Mortgages in default

❑ PLUS the cost of advancing payment for expenses net of any proceeds received at the:

- ANY from the DDLPI through the earlier of the day before the repurchase due date on the 150th day from the DDLPI

- The average of the prime rate for the month preceding the repurchase request date minus one half of 1% from the 151st day from the DDLPI through the earlier of the day before the repurchase due date or 60 days after the settlement date of the sale of the REO

❑ MINUS any mortgage insurance proceeds, sale proceeds, other proceeds, rental income or refunds remitted to Freddie Mac by or on behalf of the Servicer

- **For active Mortgages, inactive Mortgages and REO (and all other post-foreclosure situations) for which a Servicer remits under the super accelerated remittance cycle (super ARC) option (as described in Sections 8301.4 and 8303.18):**

❑ The amount of Freddie Mac's participation interest in the UPB of the Mortgage, as decreased by any Scheduled Principal payments made by the Servicer but not received by the Servicer from Borrower

❑ The applicable additional calculations stated above

The Seller/Servicer agrees that, in the event of repurchase, it will pay all documentary stamp taxes, recording fees, transfer taxes and all other expenses payable in connection with the transfer of Mortgages.

At Freddie Mac's discretion, the repurchase price may also include any premium paid for Mortgages we purchased, or with respect to Mortgage delivery through the Guarantor program, the premium (expressed as a percentage) that was or would have been applicable to the PC Pool comprising the particular Mortgages, based on market conditions existing on the Settlement Date as determined by Freddie Mac, multiplied by the outstanding UPB of the particular Mortgage on the repurchase date. In addition, the repurchase price will include an amount equal to any buyup proceeds paid by Freddie Mac to the Seller in connection with the sale of the Mortgage to Freddie Mac and an amount equal to any loss, damage or expense, including court costs and reasonable attorney fees, as incurred by Freddie Mac in connection with its purchase, ownership and resale to the Seller of its participation interest in the Mortgage.

The Seller/Servicer must remit the repurchase funds or comply with the repurchase appeal requirements in Section 3602.7 or Section 3602.8, as applicable, within 60 days of the date of Freddie Mac's repurchase letter. If the Seller/Servicer does not submit a written appeal to Freddie Mac within 60 days or within such other time frame as specified by Freddie Mac, it will be assumed that the Seller/Servicer does not contest the repurchase and that the repurchase funds are due to Freddie Mac. Thereupon the appeal process will no longer be available to the Seller/Servicer for that particular repurchase request.

If Freddie Mac does not receive the repurchase funds by the repurchase due date, then the Seller/Servicer may be charged a late remittance fee each month on the total amount owed. The rate of interest on the late remittance amount will equal the highest quoted prime rate printed on the first Business Day following the 15th day of the month prior to the repurchase funds due date plus 3% (300 basis points). The prime rate is published in *The Wall Street Journal's* "Money Rates" column or comparable section. If the prime rate is not published, Freddie Mac will determine the interest rate (see Section 8303.42). The amount of any repurchase late fee will appear on the Seller account activity statement described in Section 6303.1(e) and will be drafted from the Seller's Automated Clearing House (ACH) account in accordance with Section 6303.2 (g).

3602.5: Documenting and reporting repurchases (03/02/16)

All repurchases must be documented in the applicable Mortgage files and are subject to Freddie Mac review. In addition, for any repurchase made to allow a Transfer of Ownership under Section 3602.2, the Seller/Servicer must also retain the documentation required in Section 8406.9 after the transfer has occurred.

Repurchases, other than those for which the Seller/Servicer has received written demand by Freddie Mac, must have Freddie Mac's prior written approval. Refer to Section 3602.3 for information on submitting a request to repurchase a Mortgage.

A repurchase is not completed until the reporting and remitting requirements of Section 8303.14 have been satisfied.

3602.6: Survival of Freddie Mac's remedies; misrepresentations by the Seller or Servicer (03/02/16)

Freddie Mac's decision to require or allow a repurchase in no way diminishes its right to pursue further action such as disqualification, suspension or termination of Servicing under the provisions of Chapter 2301 and/or 3603. Freddie Mac may also exercise these remedies when its inspection of the documentation of a repurchased Mortgage reveals facts materially different from those for which Freddie Mac originally approved this repurchase.

3602.7: Appealing a repurchase request due to violations of selling and origination representations and warranties (03/02/16)

Upon receipt of a repurchase request for any violation described in Section 3602.1, if the recipient of the repurchase request (in this Section 3602.7, referred to as the "Seller/Servicer") has additional supporting information and/or documentation that may affect Freddie Mac's decision, the Seller/Servicer may file an appeal. See Section 3401.1(f) for information regarding Freddie Mac's review of Corrections (as defined in Section 3401.1(a)) submitted by the Seller/Servicer.

The appeal process is as follows:

1. Within 60 days from the date of Freddie Mac's letter requiring repurchase or within such other time frame as may be specified by Freddie Mac, the Seller/Servicer may submit a written appeal. If no written appeal is received within the 60-day period or within such other time frame as may be specified by Freddie Mac, the procedures in this section will be unavailable to the Seller/Servicer for that particular repurchase request.

2. An appeal of a repurchase request must be sent in writing to the Freddie Mac office requesting the repurchase

3. The appeal package must contain:

   - A statement of all relevant facts concerning the Mortgage

   - An explanation of why these facts were not disclosed in the file during the origination of the Mortgage

   - A statement of why Freddie Mac's decision should be reversed

- Any available documentation supporting the basis for the appeal

4. Freddie Mac will review the appeal and advise the Seller/Servicer in writing of the appeal decision

5. If the appeal is denied, then either:

   - The Seller/Servicer must complete the repurchase of the Mortgage within 15 days from the date of Freddie Mac's denial letter or within such other time frame as specified by Freddie Mac; or

   - If new information that was not available at the time of the first appeal, and was therefore not submitted to Freddie Mac for consideration, becomes available after submission of the first appeal, the Seller/Servicer may submit an additional appeal of the repurchase request within 15 days from the date of Freddie Mac's denial letter. The additional appeal must be sent in writing to the Freddie Mac office that denied the prior appeal and must contain the items described in Section 3602.7(3) above. The additional appeal must be supported by the new information, and any supporting documentation must be submitted with the additional appeal. Freddie Mac, in its sole discretion, will determine whether to consider such additional appeal. Freddie Mac will not consider any further appeal related to the Mortgage.

6. Freddie Mac's decision on the appeal is conclusive

3602.8: Appealing a repurchase request or repurchase alternative issued due to Servicing violations (03/02/16)

Upon receipt of a repurchase request or a Servicing Repurchase Alternative demand letter for any Servicing Violation or other violation described in Section 3602.2, the Servicer may file an appeal if the Servicer has additional supporting information and/or documentation that may affect:

- Freddie Mac's decision to exercise a Servicing Remedy

- Freddie Mac's determination that a Servicing Defect is uncorrectable or is a Servicing Repurchase Defect pursuant to Section 3602.2

The appeal process is as follows:

1. Within 60 days from the date of Freddie Mac's letter requiring repurchase or providing a Servicing Repurchase Alternative, or within such other time frame as may be specified by Freddie Mac, the Servicer may submit a written appeal. If no written appeal is received

within the 60-day period or within such other time frame as may be specified by Freddie Mac, the procedures in this section will be unavailable to the Servicer for that particular request.

2. An appeal must be sent in writing to the Freddie Mac office referenced in Freddie Mac's letter

3. The appeal package must contain:

   - A statement of all relevant facts concerning the Servicing of the Mortgage

   - A statement of why Freddie Mac's decision should be reversed, in whole or in part

   - Any available documentation supporting the basis for the appeal

4. Freddie Mac will review the appeal and advise the Servicer in writing of the appeal decision

5. If the appeal is denied, then:

   - The Servicer must remit payment for the repurchase or Servicing Repurchase Alternative within 15 days from the date of Freddie Mac's denial letter or within such other time frame as may be specified by Freddie Mac, or

   - If new material information that was not available at the time of the first appeal, and was therefore not submitted to Freddie Mac for consideration, becomes available after submission of the first appeal, the Servicer may submit an additional appeal of the request within 15 days from the date of Freddie Mac's denial letter. The additional appeal must be sent in writing to the Freddie Mac office that denied the prior appeal and must contain the items described in Section 3602.8(3) above. Freddie Mac, in its sole discretion, will determine whether to consider such additional appeal.

6. Freddie Mac's decision on the appeal or additional appeal, if applicable, is conclusive. In the event the appeal results in the determination that a Servicing Defect can be corrected, the Servicing Remedy letter will be considered withdrawn, and Freddie Mac will issue a notice of Servicing Defect described in Section 3602.2.

7. If the appeal and denial of such appeal was in response to Freddie Mac's notification to the Servicer regarding a Servicing Repurchase Alternative, Freddie Mac will not consider any further appeal if Freddie Mac subsequently requests repurchase and the repurchase request is due to the same violation identified in the Servicing Repurchase Alternative demand letter

At any time during the appeals process, the Servicer may propose a Servicing Repurchase Alternative. Freddie Mac will, in good faith, review and advise the Servicer of its decision.

Freddie Mac may offer or decline to offer the Servicer certain Servicing Repurchase Alternatives based on the Servicer Counterparty Status (described in Section 3602.2) to the extent there are future obligations required as part of the Servicing Repurchase Alternative. Other factors to be

considered by Freddie Mac may include, but are not limited to, the failure to maintain a quality Servicing practice and the Servicer's ability and willingness to comply with other provisions of the Guide and the other Purchase Documents.

If the Servicer does not comply with the terms of the Servicing Remedy letter and does not remit payment or file an appeal timely, Freddie Mac may then pursue other rights and remedies for failure to comply, including repurchase; however, the repurchase appeal provisions of this Section 3602.8 will not be available to the Servicer.

Chapter 3603: Termination of Servicing

3603.1: Termination of Servicing (03/02/16)

Freddie Mac may terminate all or any portion of Servicing by the Servicer at any time with cause or without cause as provided in this chapter. See Section 3603.6 for requirements for termination of Servicing in connection with the sale of Mortgages by Freddie Mac.

A termination of a given portion of Servicing shall not waive or impair Freddie Mac's future right, in the exercise of its sole discretion, to terminate all or further portions of the remaining Servicing for any reason listed in Section 2301.2, regardless of whether or not the reason relates to Mortgages subject to the termination of the given portion of the Servicing. In addition, Freddie Mac may use its sole discretion in selecting which Mortgages shall be subject to a partial termination of Servicing.

In lieu of termination of all or a portion of Servicing, Freddie Mac may also require the Servicer to engage a Servicing Agent for all or a portion of the Mortgages, for such period of time as determined by Freddie Mac. The Servicing Agent must be approved by Freddie Mac, in its sole discretion, and the Servicer must comply with all other applicable requirements of the Guide. The retention and use of the Servicing Agent by the Servicer must occur within such time as specified by Freddie Mac. The Servicer is responsible for all expenses and costs incurred with respect to the Servicing Agent.

Regardless of whether all or a portion of Servicing is terminated or subject to the engagement of a Servicing Agent pursuant to this section, the Servicer remains responsible and liable to Freddie Mac for all Servicing representations and warranties as provided in Section 8102.1.

Freddie Mac's election of a remedy under this section does not waive its right to elect any other remedy or combination of remedies, including termination of all or a portion of Servicing. The Transferee Servicer's assumption of responsibilities, representations and warranties upon transfer does not release the Transferor Servicer of its responsibilities, representations and warranties with respect to the transferred Mortgages.

(a) Termination with cause

Freddie Mac may terminate all or any portion of Servicing by the Servicer at any time with cause for any of the reasons for disqualification and/or suspension cited in Section 2301.2. Sections 2301.3 through 2301.6 govern the notice of termination of Servicing with cause and the Servicer's opportunity to appeal, if applicable. Termination of Servicing with cause is a basis for immediate disqualification or suspension as a Seller/Servicer. A Transfer of Servicing with cause does not relieve

the Servicer of any of its obligations under the Purchase Documents with respect to the transferred Mortgages.

(i) Servicer compensation/Freddie Mac reimbursement

Upon termination of Servicing with cause, the Servicer will have no right to service such applicable Mortgages for Freddie Mac or to receive any compensation for the performance of such Servicing. In addition, no Termination Fee as described in Section 3603.1(b)(ii) below will be paid to the Servicer.

If Servicing is terminated with cause and Freddie Mac obtains a new Servicer, Freddie Mac is entitled to reimbursement from the former Servicer for any loss, damage or expense incident to the Transfer of Servicing. Such expenses include, but are not limited to, court costs, reasonable attorney fees, copying costs, costs of the physical transfer of files and the cost of an audit or examination of the Servicer if Freddie Mac determines that such a procedure is appropriate (transfer-related expense's records, s).

(ii) Other requirements

The provisions of Sections 3603.2, 3603.3, and 3603.4 apply to termination of Servicing with cause.

(b) Termination without cause

(i) Notice Period and Servicer right to transfer

Freddie Mac may terminate all or any portion of Servicing by the Servicer at any time without cause with respect to any Mortgage owned or guaranteed by Freddie Mac. Freddie Mac will notify the Servicer in writing 90 days before the scheduled date of the termination of Servicing without cause. Within that 90-day period (the "Notice Period"), the Servicer may arrange to transfer Servicing to another Servicer that is approved by Freddie Mac to service the particular portfolio being transferred. Such a Transfer of Servicing is subject to the requirements of Chapter 7101 and, if approved, must be completed 60 days from the date that Freddie Mac approves the transfer.

If the Servicer is unable to arrange to transfer Servicing within the Notice Period or if the approved Transfer of Servicing is not completed timely, Freddie Mac will terminate Servicing by the Servicer and will transfer the Servicing to a Servicer of Freddie Mac's choice.

(ii) Termination Fee

In the event Freddie Mac terminates Servicing by the Servicer without cause and transfers the Servicing to a Servicer of Freddie Mac's choice ((b)(i) above), Freddie Mac will pay the terminated Servicer a termination fee ("Termination

Fee") calculated based on conditions existing as of the transfer date in an amount equal to the lesser of the following:

- Two times the Net Servicing Rate, as defined below, times the UPB of the transferring Mortgages that are not delinquent as of the transfer date (no Termination Fee will be paid for Mortgages that are delinquent as of the transfer date). For purposes of this calculation, a Mortgage will be deemed to be delinquent if as of a month end transfer date any payment is outstanding. In the event of a Transfer of Servicing that takes place other than at month end, a Mortgage 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 as of the transfer date, or

- The market value of the contractual right to service the Mortgages as established by a qualified market leader in servicing valuations using costs reflective of Freddie Mac's costs to engage a Servicing Agent, applying protocols appropriate for the risk of the portfolio as determined by Freddie Mac in its sole discretion (such value, as so established, shall be conclusive)

For calculation of the Termination Fee, the "Net Servicing Rate" means the Note Rate of the Mortgage less all of the following, expressed as an annualized fractional percentage:

- The pass-through rate due Freddie Mac

- Any guarantee fee due Freddie Mac

- Any excess Servicing not retained by the Servicer

- Any lender-paid mortgage insurance, and

- Any other component of the Note Rate that the Servicer is not entitled to retain for Servicing the Mortgage

Any dispute concerning the Termination Fee shall not delay the transfer of the Servicing. Freddie Mac shall deduct the amount of its transfer-related expenses as described in subsection 3603.1(a)(i) from the Termination Fee. Before Freddie Mac's payment of a Termination Fee, the Servicer must complete all repurchases required under Chapter 3602 and fulfill any other outstanding obligations of the Servicer to Freddie Mac. If the Servicer fails to do so, Freddie Mac will offset the sum of such repurchases and any other outstanding obligations of the Servicer against the Termination Fee.

Freddie Mac's payment to a Servicer of the Termination Fee will constitute the entire compensation payable in consideration of the termination of Servicing. A Servicer will not be entitled to any additional compensation from Freddie Mac for

any reason or cause relating to any consequential, incidental or indirect damages arising out of, or in connection with, the termination of Servicing. A Transfer of Servicing without cause does not relieve the Servicer of its obligations under the Purchase Documents with respect to the transferred Mortgages.

(iii) Other requirements

The provisions of Sections 3603.2, 3603.3 and 3603.4 apply to termination of Servicing without cause.

Notwithstanding Sections 2301.3 through 2301.6, Freddie Mac's decision to suspend or disqualify a Seller without cause or to terminate Servicing without cause is conclusive.

3603.2: Transfer (03/02/16)

If Freddie Mac transfers all or a portion of the Servicing of any Mortgages, the Servicing compensation (as stated in Section 8105.1) is paid to the new Servicer. Freddie Mac reserves the right to negotiate a Servicing fee with the subsequent Servicer. Freddie Mac will have the exclusive right to receive any amount that may be paid by the new Servicer for the right to the Servicing compensation.

3603.3: Documents and records (03/02/16)

Upon termination of the Servicing of any Mortgage, the Servicer is responsible for supplying and (if applicable) causing its Custodian to supply all reports, documents and information (including, but not limited to, all Mortgage records specified in Section 8101.7) requested by Freddie Mac on the date specified by Freddie Mac. The material, including an accounting of the current status of each Mortgage for which Servicing is being terminated, must be prepared in the form requested by Freddie Mac and delivered to the new Servicer and the new Custodian, if applicable, designated by Freddie Mac.

3603.4: Remittance to Freddie Mac (03/02/16)

The remittance to Freddie Mac of Mortgage collections for each Mortgage for which Servicing is terminated must be made on the date specified by Freddie Mac (notwithstanding Freddie Mac's regular remittance requirements). Additionally, all Escrow Funds, Escrow accounts and prepaid installments held by the Servicer for each Mortgage for which Servicing is being terminated must be transferred to the new Servicer on the date specified by Freddie Mac.

The Servicer must use its best efforts to effect the orderly and efficient Transfer of Servicing to the new Servicer.

3603.5: Outstanding purchase commitments (03/02/16)

If the terminated Servicer holds outstanding commitments for the purchase by Freddie Mac of additional Mortgages, Freddie Mac, in its discretion, may:

- Transfer the Servicing of those Mortgages to a new Servicer immediately upon funding the purchases of the Mortgages, or
- Assign the outstanding commitments to another Seller, or
- Pair off the outstanding commitments, or
- Cancel the outstanding commitments

3603.6: Termination of Servicing related to sale of Mortgages by Freddie Mac (03/02/16)

If Freddie Mac sells Mortgages it has purchased pursuant to the Purchase Documents (see Section 1201.7), Freddie Mac will notify the Servicer upon receipt of an accepted bid and at least 30 days before the scheduled closing of the purchase. If Freddie Mac does not transfer the Servicing to a new Servicer in connection with the sale of the Mortgages, then the Servicer will continue to service the Mortgages and Freddie Mac will not pay the Servicer any compensation in connection with the Mortgage sale.

If, however, Servicing is transferred to a new Servicer, then Freddie Mac will pay the Servicing Transferor a Termination Fee that will be calculated in accordance with the requirements for calculation of the Termination Fee when Servicing is terminated without cause as described in Section 3603.1(b).

The requirements of Sections 3603.2, 3603.3 and 3603.4 apply to a Transfer of Servicing related to the sale of Mortgages by Freddie Mac.

Chapter 4101: Uniform Instruments

4101.1: The Mortgage application (03/02/16)

(a) Required use of Form 65, Uniform Residential Loan Application

The Form 65, Uniform Residential Loan Application, must be used for all Mortgage applications. The Form 65A, Statement of Assets and Liabilities, may be used to supplement the Form 65, if needed.

The Form 65 and Form 65A used for a Mortgage must be the version current as of the date of the loan application. See Exhibit 4, Single-Family Uniform Instruments, for the date of the current version of the Form 65 and Form 65A.

The Seller must not make any changes or additions to the Form 65 or Form 65A, except for changes and modifications that are required or permitted by the provisions in Exhibit 5, Authorized Changes to Notes, Riders, Security Instruments and the Uniform Residential Loan Application. The format (font, type size, page size, number of pages and margins) of the Form 65 and Form 65A may be adjusted as necessary, to make the document easier to read and complete or to reduce the number of pages. In doing so, additional blocks, lines or spaces may be added to allow all relevant information to be included but sections, blocks or lines may not be removed. The Freddie Mac and Fannie Mae taglines must remain intact. Any adjustments made to the format of these forms must be made pursuant to all applicable law.

As an option, the Seller may use the Fannie Mae Spanish/English version of the Uniform Residential Loan Application, Form 1003(s), and the Statement of Assets and Liabilities, Form 1003A(s). A Seller choosing to use these forms assumes all responsibility for ensuring that use of the form is permissible under applicable law. The Seller must attach a translation and warrant that the translation is complete and accurate. Neither the language in the form, nor the fact that Freddie Mac permits its use on an optional basis, shall be deemed to constitute a waiver, amendment or modification by Freddie Mac of any requirements of the Purchase Documents.

(b) Completion instructions

A completed Form 65 and Form 65A, if necessary, is used to begin the process of determining the Borrower's credit reputation and capacity to repay the Mortgage. If a residential mortgage credit report (RMCR) is ordered, the information on the Form 65 must be provided to the consumer reporting agency that is to issue the RMCR. The Seller may elect to complete the liabilities portion of the application directly from the credit reports either manually or through an automated process.

If the credit reports identify fewer than three open Tradelines (except for Accept Mortgages), the Seller should ask the Borrower if any additional Tradeline references exist (see Section 5202.1).

The final Form 65 and Form 65A, if used, must reflect accurate and complete information as of the Note Date. All of the Borrower's debts incurred through the Note Date must be included on the final Form 65 and Form 65A, if used, and must be considered in the calculation of the Borrower's monthly debt payment-to-income ratio (see Section 5401.2). The final Form 65 and Form 65A, if used, must be complete, legible, dated and signed by the Borrowers signing the Note.

Information on the initial application must be entered as originally provided by the Borrower and/or, if applicable, as listed on the credit reports, whether handwritten or typed. The information given by the Borrowers on the application must be consistent with both the identifying information in the credit reports as well as with the verifications in the Mortgage file. For any Mortgage in which there is a material discrepancy, the Seller must prepare a written statement explaining the discrepancy.

The signature block for joint credit should be signed only if there are co-applicants both of whose income and assets/liabilities are being used for qualification purposes. The signature block should not be signed if there are co-applicants but one is signing because that person has community property or similar rights.

(c) Electronic and fax copies of loan applications

Freddie Mac agrees that the Seller may receive an initial Form 65 and Form 65A, if necessary, from a Borrower as an Electronic Record or fax copy. The Freddie Mac Form 65 and Form 65A contain language in the acknowledgement and agreement section that permits the Borrower to:

- Physically sign a paper Form 65 and Form 65A, if necessary, with pen and ink and deliver a fax copy of the signed Form 65 to the Seller via facsimile transmission or

- Electronically sign an electronic Form 65 and Form 65A, if necessary, using an Electronic Signature and deliver the electronic Form 65 to the Seller as an Electronic Record via the Internet or other form of electronic transmission

The Seller represents and warrants that any initial Form 65 and Form 65A, if necessary, received from a Borrower as an Electronic Record or fax copy has been duly signed by the Borrower and complies with the federal Electronic Signatures in Global and National Commerce Act ("E-Sign") and all other applicable State and federal laws and regulations including, without limitation, all State and federal consumer disclosure laws and regulations. The Seller agrees that the initial Form 65 and Form 65A, if necessary, received from a Borrower as an Electronic Record or fax copy are subject to the representations, warranties, covenants, agreements and requirements contained in Section 1401.4 or Section 1410.12, as applicable.

The final loan application delivered by the Borrower to the Seller at loan closing must be an original paper Form 65, and Form 65A if necessary, either physically signed by the Borrower using a pen or signed electronically by the Borrower at closing (settlement) using an Electronic Signature that meets the requirements in Chapter 1401.

The Seller may maintain copies of the original signed paper Form 65 and Form 65A in accordance with the requirements of Section 3302.2.

4101.2: Home Mortgage Uniform Instruments (03/02/16)

(a) Use of Uniform Instruments

The Security Instrument and Note must be executed on the Uniform Instruments (1-4 Family) for the jurisdiction where the Mortgaged Premises are located. The Uniform Instruments used for a Mortgage must be the versions current as of the Mortgage Note Date. See Exhibit 4, Single-Family Uniform Instruments, for the current dates of revisions of all Uniform Instruments.

For any Mortgage secured by one of the following types of property, Freddie Mac requires both:

- The single-family Fannie Mae/Freddie Mac Uniform Security Instrument for the jurisdiction where the Mortgaged Premises are located, and
- One of the following types of riders, as applicable:

Property Type	Form
Condominium Unit	Condominium Rider Form 3140
Planned Unit Development unit	Planned Unit Development Rider Form 3150
1- to 4-unit Investment Property	1- to 4-Family Rider Form 3170
2- to 4-unit Primary Residence	1- to 4-Family Rider Form 3170
Second home	Second Home Rider Form 3890

(b) Additional Mortgage documentation requirements

In addition to the Uniform Instruments required by this Section 4101.2, certain Mortgage products have additional loan documentation requirements stated elsewhere in the Guide as follows:

- Section 4301.7 for Texas Equity Section 50(a)(6) Mortgages
- Section 4402.3 for Seller-Owned Converted Mortgages
- Section 4604.4(a) for Affordable Merit Rate® Mortgages
- Sections 5703.7(d) and 5703.7(e) for Mortgages secured by Manufactured Homes
- Section 4602.3 for Construction Conversion and Renovation Mortgages
- Chapter 4205 for Government Funded, Guaranteed or Insured Mortgages

(c) Mortgage instruments for ARMs

(i) Required ARM Uniform Instruments

ARMs must be closed on the Uniform Instruments for the applicable ARM product described in the charts below.

The Uniform Instruments for an ARM consist of an ARM Note, the Fannie Mae/Freddie Mac Security Instrument and any applicable property type riders, and an ARM rider to the Security Instrument. The Seller must use the most current version of the State-specific Fannie Mae/Freddie Mac Single Family Security Instrument prepared for use in the jurisdiction in which the Mortgaged Premises are located and the most current version of any applicable property type riders. The Seller must also use the most current version of the ARM Note and ARM rider.

The most current version of the Uniform Instruments is the version in effect as of the Note Date of the Mortgage. See Exhibit 4, Single-Family Uniform Instruments, for the current dates of revisions of all Uniform Instruments. See Exhibit 5, Authorized Changes to Notes, Riders, Security Instruments, and the Uniform Residential Loan Application, for authorized changes to the Uniform Instruments.

The ARM Note and ARM rider must be completed in accordance with the terms of the applicable ARM product.

For certain ARM products, State-specific versions of the ARM Note have been prepared for Alaska, Florida, New Hampshire, Puerto Rico, Vermont, Virginia, West Virginia and Wisconsin. If a State-specific version of an ARM Note has been prepared, it must be used

for ARMs secured by Mortgaged Premises located in that State. The multistate version of the ARM Note, with the required changes stated in Exhibit 5, must be used in all other States.

Freddie Mac makes available Uniform Instruments for use with ARM products with various features.

The Uniform Instruments have the following features embedded in the form itself (hard-coded):

- Index
- Lookback Period
- Assumability

The Uniform Instruments have blanks to be completed by the Seller for the following features (soft-coded):

- Maturity Date (determines the term)
- First Interest Change Date (determined by the Initial Period)
- Maximum interest rate at the first Interest Change Date (determined by the Initial Cap)
- Maximum increase or decrease in the interest rate at each adjustment after the first Interest Change Date (Periodic Cap); the Periodic Cap is hard-coded 1% or 2% for 1-Year Weekly Constant Maturity Treasury (CMT)-Indexed Assumable Life of Loan with 45 day Lookback Period
- Maximum interest rate for the life of the loan (Lifetime Ceiling; determined by the Life Cap)

In determining which Uniform Instrument to use with each ARM product, the Seller must select the form with the applicable hard-coded information and complete the soft-coded information as appropriate. Because many of the features of an ARM product are soft-coded, the same Uniform Instrument may be used for different ARM products. For example, the 1-Year LIBOR-Indexed ARM Note and rider may be used with a 1-Year, 3/1, 5/1, 7/1 and 10/1 LIBOR-Indexed ARM with the same Lookback Period and assumability period.

The Uniform Instruments may be used for ARM products that do not meet the eligibility requirements for sale to Freddie Mac. Freddie Mac encourages the Seller to use Uniform Instruments, if available, for originating ARM loans even if the ARM product is not eligible for sale.

The following charts describe the Uniform Instruments available for different hard-coded features for ARM products:

	ARMs							
	Weekly Treasury Constant Maturity (CMT)						**LIBOR**	
	1-Year		**3-Year**		**5-Year**		**1-Year**	
	Note	**Rider**	**Note**	**Rider**	**Note**	**Rider**	**Note**	**Rider**
Lookback = 45 Days Preceding the Interest Change Date								
Assumable for life of loan	3501* 3502**	3108* 3111**	3504	3114	3514	3131	5530	5130
Assumable after Initial Period	5510+	5110+	N/A	N/A	N/A	N/A	5531	5131

* Hard-coded with a 1% Periodic Cap
** Hard-coded with a 2% Periodic Cap
+ Periodic Cap not hard-coded, must be completed by the Seller

All ARM Uniform Instruments are available on Freddie Mac's web site at **http://www.freddiemac.com/singlefamily/guide/?tab=2&tog**.

(ii) Use of Fannie Mae ARM instruments

The Seller may use Fannie Mae's ARM instruments only in accordance with the provisions of this subparagraph. The Seller must consult its own legal counsel when using a Fannie Mae instrument for a particular Freddie Mac ARM product.

The Seller originating ARMs on Fannie Mae instruments represents and warrants that the Fannie Mae instrument, when completed, is appropriate for the applicable Freddie Mac ARM product and can be serviced in accordance with the Guide.

4101.3: Authorized changes to Uniform Instruments (03/02/16)

The Seller must not make any changes or additions to the Uniform Instruments that have any force or effect after purchase of the Mortgage by Freddie Mac, except for changes and modifications that:

- Are accomplished by use of Fannie Mae/Freddie Mac Uniform Instrument Riders

- Pertain to an assumption or an alteration of the principal, Note Rate, payment amount or date, or maturity date of the Mortgage, or

- Are required or permitted by the provisions in Exhibit 5, Authorized Changes to Notes, Riders, Security Instruments and the Uniform Residential Loan Application

If a change or addition permitted under this section is made to the instrument in the form of an addendum or rider, the addendum or rider must:

- Be referenced in the instrument it is modifying

- Reference the instrument, and

- Be firmly attached to the instrument

The Seller agrees that no changes or additions to the Uniform Instruments otherwise permitted here will be made if such changes or additions would adversely affect the negotiability of the Note.

The Uniform Instruments may require modification for use with Construction Conversion Mortgages and Renovation Mortgages. Sellers that use the Uniform Instruments for construction or renovation loans may make changes or additions necessary for that purpose. These changes and additions should be provided in a Note addendum or Security Instrument rider. The changes or additions do not need to contain a statement that they become void upon purchase by Freddie Mac if the changes or additions are necessary to assure the first priority of the Mortgage lien or if, by their terms, the changes or additions cease to be effective before the Settlement Date.

See Section 4602.3 for information on documenting Construction Conversion Mortgages and Renovation Mortgages.

4101.4: Master Form and Short Form Security Instruments (03/02/16)

(a) Master Form and Short Form Security Instruments

Certain States have statutes that allow originating lenders to record a Master Form Security Instrument in a given county and then to record a Short Form Security Instrument for each subsequent Mortgage originated and recorded in that county. The Short Form Security Instrument contains the loan-specific information (e.g., Borrower name, lender name, loan amount, description of property) and identifies the provisions of the Master Form Security Instrument that are being incorporated into the Short Form Security Instrument.

The State-specific Fannie Mae/Freddie Mac Uniform Master Form Security Instrument and Short Form Security Instrument are available from Freddie Mac's web site at

http://www.freddiemac.com/singlefamily/guide/?tab=2&tog. See Exhibit 4, Single-Family Uniform Instruments, for the list of currently available Master Form Security Instruments and Short Form Security Instruments and the current dates of these instruments.

Freddie Mac will purchase Mortgages originated on a Short Form Security Instrument provided the requirements stated in this Section 4101.4 are satisfied.

The Seller must not use or record a Short Form Security Instrument unless it has already recorded a Master Form Security Instrument in the recorder's office serving the recording jurisdiction in which the Mortgaged Premises is located. In North Carolina, a Master Form may not be recorded in certain designated counties stated in the North Carolina statute.

A copy of the recorded Master Form Security Instrument must be provided to the Borrower.

(i) Master Form Security Instrument – The Master Form Security Instrument is the Master Form Mortgage or Deed of Trust that is permitted under certain State statutes to be recorded by originating lenders in a given recording jurisdiction in the State. The Master Form Security Instrument for each State (with the exception of Ohio) consists of (1) a title page (the name of the title page differs in different States), which contains the information required under the State statute to record the Master Form Security Instrument in that State and (2) the current Fannie Mae/Freddie Mac Uniform Security Instrument for that State.

In Ohio, there is no title page; the Master Form Security Instrument is the current Fannie Mae/Freddie Mac Ohio Mortgage with the required Master Form information provided on the first page of the Ohio Mortgage form itself.

(ii) Short Form Security Instrument – The Short Form Security Instrument is the Mortgage or Deed of Trust recorded for each individual Mortgage made and recorded in the recording jurisdiction where the Master Form Security Instrument is recorded; the Short Form Security Instrument contains loan-specific information and incorporates by reference the provisions of the previously recorded Master Form Security Instrument. A Seller must not use or record a Short Form Security Instrument unless the Seller has already recorded a Master Form Security Instrument in the recorder's office serving the recording jurisdiction in which the Mortgaged Premises is located.

(b) Instructions for use of Master Form Security Instrument; Short Form Security Instrument

(i) Master Form Security Instrument – The Seller must:

1. Complete the title page by inserting the names and relevant information in the applicable places and have the title page signed and acknowledged, if required

2. Attach the title page to the front of the current Security Instrument for the State

3. Record the title page and Security Instrument together in the recorder's office serving the recording jurisdiction(s) in which the Seller anticipates subsequently recording Short Form Security Instruments

4. In Ohio, complete the information in the box at the top of the first page of the Master Mortgage Form by inserting the names and relevant information in the applicable places and have the first page signed in the box at the top of the first page. Do not complete information outside of the box other than "Return to" information.

The Security Instrument to which the title page is attached (or in Ohio, on which the Master Form information is provided) should not have any information completed and should not be signed or acknowledged.

In the event Freddie Mac revises the Uniform Security Instrument for the applicable State, the Seller must record the revised Master Form Security Instrument in all applicable local recording offices. The previously recorded Master Form Security Instrument must not be released or superseded.

Mortgages originated after the effective date of a revised Uniform Security Instrument must be originated using a Short Form Security Instrument that references the new recorded Master Form Security Instrument.

(ii) Short Form Security Instrument – The Seller must:

1. Insert the recording information from the Master Form Security Instrument in the first paragraph of the "Definitions" section. (The recording information must be that of the Master Form Security Instrument that was recorded in the recording jurisdiction in which the Mortgaged Premises is located.)

2. Insert information for all blank spaces in the "Definitions" section

3. Check the applicable Rider boxes

4. Insert the property description information

5. Provide the Borrower with an exact copy of the recorded Master Form Security Instrument (the completed title page with recordation information and the applicable current Fannie Mae/Freddie Mac Uniform Security Instrument for the State)

6. Arrange for the Short Form Security Instrument to be executed by the Borrower(s) and acknowledged

7. Arrange for any applicable Riders to be executed by the Borrower(s). In Pennsylvania, attach a copy of the Fannie Mae/Freddie Mac Pennsylvania Uniform Mortgage under the caption: "General Provisions Incorporated by Reference and Not to be Recorded with this Document" after the Rider(s), if any.

8. Record the Short Form Security Instrument and any applicable Riders in the recorder's office serving the recording jurisdiction in which the Mortgaged Premises is located

4101.5: Origination and Delivery of Mortgages using a New York Consolidation, Extension and Modification Agreement (the "NY CEMA") (03/02/16)

Freddie Mac will purchase refinance Mortgages secured by property located in New York State that are documented using an NY CEMA. The NY CEMA combines into one set of rights and obligations all of the promises and agreements stated in existing Notes and Mortgages secured by the Mortgaged Premises including, if new funds are advanced to the Borrower at the time of the consolidation, a new Note and Mortgage. The result is that the Borrower has one consolidated loan obligation, evidenced by a Consolidated Note that is paid in accordance with the terms of the NY CEMA.

In this section:

- The original Note executed by the Borrower that is being consolidated, extended and modified by the newly executed NY CEMA is referred to as the Original Old Money Note

- The original Note executed by the Borrower at the time the current NY CEMA is executed that represents new funds advanced to the Borrower at the time of the current consolidation is referred to as the Original New Money (Gap) Note

In connection with the current financing transaction evidenced by the NY CEMA, the Borrower must execute a new original Note, referred to as the Consolidated Note, that consolidates, extends and modifies the Original Old Money Note and the Original New Money (Gap) Note, if any.

(a) Documentation

When documenting a Mortgage using an NY CEMA, the Seller must use the most current version of the New York Consolidation, Extension and Modification Agreement Single-Family Fannie Mae/Freddie Mac Uniform Instrument (Form 3172). The current version can be found on Freddie Mac's web site at **http://www.freddiemac.com/singlefamily/guide/?tab=2&tog**.

In addition, the Borrower must execute a Consolidated Note.

(b) Delivery package for NY CEMA

For a Mortgage originated using the NY CEMA, the Seller must deliver the complete NY CEMA delivery package listed below to its Document Custodian.

The complete NY CEMA delivery package must include the following documents:

(i) NY CEMA

This may be a certified copy, as the original must be submitted for recordation. If a certified copy is delivered, the Seller warrants the copy is a true and correct copy of the original delivered for recording.

(ii) NY CEMA exhibits

Complete set of NY CEMA exhibits, as follows:

- Exhibit A — A list, or a copy of a list, of the obligations being consolidated, modified and extended. All Notes, security instruments, assignments, consolidation agreements and related agreements that modify, consolidate or extend prior underlying obligations and which predate the current NY CEMA must be listed separately in Exhibit A.

- Exhibit B — The property description of the Mortgaged Premises. A copy of Schedule A (Property Description) to the New York Mortgage may be used but should be marked as Exhibit B to identify it as an NY CEMA exhibit.

- Exhibit C — A copy of the complete Consolidated Note (including any applicable addenda), with fixed-rate or adjustable-rate Note language inserted at the top of the first page. (The required language is stated in (iii) below.) Borrower signatures are not required.

- Exhibit D — The most current version of the New York Single-Family Fannie Mae/Freddie Mac Uniform Security Instrument (Form 3033) with all blanks completed and any applicable riders attached. Borrower signatures are not required.

(iii)Separate, originally executed Consolidated Note

An original Note with live Borrower signatures, endorsed in blank. The Consolidated Note must be the most current version of the applicable Single-Family Fannie Mae/Freddie Mac Uniform Note (e.g., Form 3233, 3501, 3502, 3504 or 3514) with all blanks completed and any applicable addendum or addenda. The Consolidated Note must have the following language, as applicable, inserted at the top of the document:

- For Fixed-Rate Notes:

  Consolidated Note

This Note amends and restates in their entirety, and is given in substitution for, the Notes described in Exhibit A of the New York Consolidation, Extension and Modification Agreement dated the same date as this Note.

- For Adjustable-Rate Notes:

  Consolidated Adjustable-Rate Note

  This Note amends and restates in their entirety, and is given in substitution for, the Notes described in Exhibit A of the New York Consolidation, Extension and Modification Agreement dated the same date as this Note.

(c) Mortgage file requirements

With respect to Mortgages documented with the NY CEMA, Seller represents and warrants that the Mortgage file contains the documentation required by Sections 3301.3, 3302.2 and 3401.3.

4101.6: Availability of Uniform Instruments (03/02/16)

Fannie Mae/Freddie Mac Uniform Instruments (including condominium rider and Planned Unit Development (PUD) rider forms) and Freddie Mac-specific Uniform Instruments are available from Freddie Mac's web site at **http://www.freddiemac.com/singlefamily/guide/?tab=2&tog.**

Spanish translations of certain Uniform Instruments are available on Freddie Mac's Uniform Instrument web site: **http://www.freddiemac.com/uniform/spanish.html**. Spanish translations complement the English-language documents and may be provided to consumers as supplemental education material when originating single-family residential Mortgages. The Spanish translations are for reference only and are not to be executed.

Sellers may reprint the Uniform Instruments on their own letterhead, by computer or in any other way that Sellers may choose. However, the text of the Uniform Instruments must remain unchanged and the tagline that identifies the instrument as a Uniform Instrument must remain part of the document and be included on each page.

4101.7: Seller's duties regarding Uniform Instruments (03/02/16)

The Seller agrees that any action taken when enforcing its rights under the Mortgage documents will not violate the terms of any covenant in the Mortgage documents. The Seller also agrees to enforce its rights under the Uniform Instruments based on instructions or guidance provided by Freddie Mac.

4101.8: Signatures required (03/02/16)

The Security Instrument must be signed by all individuals with an ownership interest in the Mortgaged Premises. (See Exhibit 5, Authorized Changes to Notes, Riders, Security Instruments and the Uniform Residential Loan Application, for permissible changes to the Fannie Mae/Freddie Mac Uniform Instruments.) The Security Instrument must also be signed by each individual whose signature is necessary under the applicable statutory or decisional law of the State to create a valid lien, pass clear title, waive inchoate rights to property or assign earnings. The Note or applicable assumption agreement must be signed by any individual whose income or financial strength is needed to meet the Freddie Mac credit underwriting guidelines. If the Mortgage is delivered as an owner-occupied Mortgage, the Note must be signed by an Owner-Occupant.

4101.9: Execution, acknowledgment and recordation of the Security Instrument (03/02/16)

The Security Instrument must be properly executed, acknowledged, delivered and recorded in all places necessary to perfect a First Lien security interest in the Mortgaged Premises in favor of the mortgagee.

If a Mortgage is registered with MERS® and is originated naming MERS as the original mortgagee of record, solely as nominee for the lender named in the Security Instrument and the Note, and the lender's successors and assigns, the Seller must ensure that the Security Instrument is properly executed, acknowledged, delivered and recorded in all places necessary to perfect a First Lien security interest in the Mortgaged Premises in favor of MERS, solely as nominee for the lender named in the Security Instrument and the Note, and the lender's successors and assigns.

Refer to Section 1301.7 for specific representations and warranties with respect to MERS registration for Mortgages purchased by Freddie Mac.

4101.10: Due-on-sale provisions (03/02/16)

(a) Description of due-on-sale clauses

The Uniform Instruments include provisions governing whether the loan will be accelerated if the Borrower sells or transfers the Mortgaged Premises or any interest in the Mortgaged Premises, or whether instead the loan may be assumed by a third party who acquires the Mortgaged Premises or any interest in the Mortgaged Premises by sale or transfer. These provisions are sometimes referred to as "due-on-sale" clauses. Uniform Instruments for different Mortgage products may have different due-on-sale clauses. The type of due-on-sale clause set forth in the Uniform Instruments used to originate a particular Mortgage

determines whether or not the Mortgage is assumable by the party to whom the Mortgaged Premises is transferred.

The Uniform Instruments used in connection with the origination of ARMs contain due-on-sale provisions governing whether the loan will be accelerated if the Borrower sells or transfers the Mortgaged Premises or any interest in the Mortgaged Premises, or whether instead the loan may be assumed by a third party who acquires the Mortgaged Premises or any interest in the Mortgaged Premises.

(b) Types of due-on-sale clauses

(i) Nonassumable during the life of the loan

Some due-on-sale clauses provide that the lender will require immediate payment in full of all sums secured by the Security Instrument (generally referred to as accelerating the loan) if the Borrower sells or transfers the Mortgaged Premises. The effect of this type of due-on-sale clause is that the Mortgage is nonassumable for the life of the loan. The Uniform Instruments used with fixed-rate Mortgages include this type of due-on-sale clause.

(ii) Assumable during the life of the loan

Some due-on-sale clauses state that the lender will not accelerate the loan if the lender evaluates the proposed sale or transfer as if a new loan were being made to the intended transferee, and if the lender determines the lender's security would not be impaired by the loan assumption. The effect of this type of due-on-sale clause is that the Mortgage is assumable for the life of the loan. Freddie Mac makes available ARM Uniform Instruments for all ARM indices that include this type of due-on-sale clause.

All 3- and 5-Year Constant Maturity Treasury (CMT)-Indexed ARMs must be originated on Uniform Instruments that provide for the Mortgage to be assumable during the life of the Mortgage.

(iii) Assumable until a specified event, then nonassumable

Some due-on-sale clauses provide that the loan is assumable until the occurrence of a specified event, but after that specified event has occurred, the loan is nonassumable.

(iv) Nonassumable during a specified period of time and assumable thereafter

Some due-on-sale clauses provide that during an initial specified period of time the loan is nonassumable, but after that specified period of time, the loan is assumable provided certain conditions are met. With respect to an ARM, the specified period of time is the end of the Initial Period. ARMs must be assumable during the entire period during which the interest rate is adjustable.

Freddie Mac makes available ARM Uniform Instruments for 1-Year Weekly CMT-Indexed and 6-Month and 1-Year LIBOR-Indexed ARMs that include this type of due-on-sale clause, and the Mortgages become assumable after the end of the Initial Period when the Note Rate begins to adjust.

(v) Nonassumable during a specified period of time and thereafter assumable until a specified event, and then nonassumable

Some due-on-sale clauses provide (i) an initial specified period during which the Mortgage is nonassumable, (ii) after the initial specified period of time, the loan is assumable provided certain conditions are met, and (iii) upon the occurrence of a specified event, the loan is nonassumable.

(c) Summary of due-on-sale characteristics

All fixed-rate Mortgages must be originated on Uniform Instruments that provide for the Mortgage to be nonassumable.

All 3- and 5-Year CMT-Indexed ARMs should be originated on Uniform Instruments that provide for the Mortgage to be assumable during the life of the Mortgage.

All 1-Year Weekly CMT-Indexed and all 6-Month and 1-Year LIBOR-Indexed ARMs may be originated on Uniform Instruments that provide either for the Mortgage to be assumable during the life of the Mortgage or for the Mortgage to be nonassumable during the Initial Period and assumable thereafter.

For eligible Mortgage products that are not originated on Uniform Instruments, such as FHA/VA Mortgages, the due-on-sale characteristics may be different from those specified above.

(d) Exceptions for applicable laws and certain circumstances

Regardless of the type of due-on-sale clause stated in the Uniform Instrument used to originate a Mortgage, Freddie Mac will permit a Mortgage, which under its terms is nonassumable, to be assumed if required by federal or State law or under the circumstances as described in Sections 8406.4 and 8406.5.

4101.11: Advances (03/02/16)

(a) Future advances made before purchase

Freddie Mac will purchase Home Mortgages on which future advances have been made before the Delivery Date, provided that:

- The advances have been consolidated with the outstanding principal amount secured by the Mortgage, and the secured principal amount, as consolidated, bears a single interest rate and repayment term

- The lien securing the consolidated principal amount is expressly insured as having First Lien priority by a title insurance policy, by an endorsement to the policy insuring the consolidated mortgagee's interest or by other title evidence acceptable to Freddie Mac as specified in this Guide

- The consolidated principal amount does not exceed the original loan amount

Sellers originating Mortgages on Uniform Instruments that do not contain a covenant permitting future advances, and who wish to allow future advances, may execute a rider permitting future advances. The rider must contain language providing that the terms shall have no force or effect subsequent to a specified date which must be before the sale of the Mortgage, in whole or in part, to Freddie Mac. In addition, the rider must contain the following provision:

Notwithstanding the foregoing provisions, the ability of the lender, its successors and assigns, to enforce the repayment of future advances made prior to the sale of the Mortgage to Freddie Mac shall remain in full force and effect.

(b) Advances made after purchase

On Home Mortgages that have been sold to Freddie Mac, in whole or in part, the Seller or Servicer may not make additional advances.

Chapter 4201: General Mortgage Eligibility

4201.1: Investment quality Mortgage (03/02/16)

An investment quality Mortgage is a Mortgage that is made to a Borrower from whom repayment of the debt can be expected, is adequately secured by real property and is originated in accordance with the requirements of the Purchase Documents. The Seller warrants that all Mortgages sold to Freddie Mac have the characteristics of an investment quality Mortgage.

4201.2: Mortgage valid First Lien; no prior liens; Mortgage not modified (03/02/16)

The Mortgage must be a valid First Lien on the Mortgaged Premises. The Mortgaged Premises must be free and clear of all prior liens and encumbrances and no rights or condition may exist that could give rise to such liens, except for:

- Liens for real estate taxes and special assessments not yet due and payable
- Rights and conditions specified in Section 4702.4

The Mortgage must be a legal, valid and binding obligation of the Borrower, enforceable according to its terms and conditions, and free from any right of setoff, counterclaim or other claim or defense. No part of the Mortgaged Premises may have been released from the Mortgage.

The terms of the Mortgage may not in any material manner have been modified, amended or in any way waived or changed, except as permitted by Freddie Mac for Mortgages eligible for sale as Construction Conversion Mortgages or Renovation Mortgages which use Modification Construction Conversion Documentation, Seller-Owned Converted Mortgages, Seller-Owned Modified Mortgages or refinance Mortgages secured by property in New York State that are documented using a New York Consolidation, Modification and Extension Agreement.

4201.3: Amortization (03/02/16)

The Note must provide for full amortization by maturity through regular monthly payments. Amortization must begin no later than 62 days after final disbursement of the Mortgage proceeds.

4201.4: Term (03/02/16)

Unless otherwise expressly permitted by the Guide, the original maturity of all Mortgages delivered to Freddie Mac must not exceed 30 years from the Origination Date. For the 15-year program, the original maturity of the Mortgage must not exceed 15 years from the Origination Date. For the 20-year program, the original maturity must be greater than 15 years and must not exceed 20 years from the Origination Date. For the 30-year program, the original maturity of the Mortgage must be greater than 15 years and must not exceed 30 years from the Origination Date. For Construction Conversion Mortgages or Renovation Mortgages, the term must start on the Effective Date of Permanent Financing.

4201.5: Closed Mortgages; Seasoned Mortgages and Restructured Mortgages; age of collateral documentation (03/02/16)

(a) General requirements

The Mortgage must be closed before delivery to Freddie Mac. Final disbursement of the Mortgage proceeds constitutes closing of the Mortgage. Construction Conversion and Renovation Mortgages must be delivered after the Effective Date of Permanent Financing. The Mortgage must be closed in the Seller's name as lender or validly assigned and endorsed to the Seller as a holder-in-due-course.

The Settlement Date must occur no more than 12 months after the Note Date or for Construction Conversion and Renovation Mortgages, the Effective Date of Permanent Financing, unless the Mortgage is a Seller-Owned Modified Mortgage or Seller-Owned Converted Mortgage with a Settlement Date that is not more than 12 months after the modification or conversion date. See Chapter 4402 for special eligibility requirements for the purchase of these Mortgages.

(b) Seasoned Mortgages

Seasoned Mortgages may only be sold to Freddie Mac through a negotiated sales transaction through our bulk sales unit.

(c) Restructured Mortgages

Restructured Mortgages may only be sold to Freddie Mac through a negotiated sales transaction through our bulk sales unit.

(d) Age of collateral documentation: Settlement Dates more than 120 days after the Note Date

If the Settlement Date is more than 120 days after the Note Date, or for Construction Conversion and Renovation Mortgages, more than 120 days after the Effective Date of

Permanent Financing, the Seller must obtain a new appraisal with at least an exterior-only inspection that meets Freddie Mac requirements. The effective date of the new appraisal must be no more than 60 days prior to the Settlement Date.

If the value of the Mortgaged Premises has declined since the effective date of the underlying appraisal, the Mortgage is eligible for sale only through a negotiated sales transaction through our bulk sales unit.

For Seller-Owned Converted and Seller-Owned Mortgages, see Section 4402.1(d)(a).

4201.6: Principal amount advanced; no mandatory future advances; outstanding balance (03/02/16)

The full principal amount of the Mortgage must have been disbursed or advanced to the Borrower or disbursed or advanced according to the direction of the Borrower. The Borrower may not have an option under the Security Instrument to borrow additional funds secured by the Security Instrument. The outstanding principal balance of the Mortgage must be as represented by the Seller to Freddie Mac and must be fully secured by the Security Instrument.

4201.7: Mortgage not in default (03/02/16)

As of the Freddie Mac Funding Date and during the immediate 12 months before the Delivery Date,

- No part of the Borrower's monthly installment of principal and interest (and, if applicable, monthly Escrow payment) may have been 30 days or more delinquent (see definition of Delinquency)
- There may not have been any other default under the terms and conditions of the Mortgage that remained uncured for 30 days or more after notice of the default to the Borrower

All costs, fees and expenses incurred in making, closing and recording the Mortgage must have been paid. Before the Delivery Date, there must not have been any advance of funds by the Seller or any prior holder of the Mortgage, nor by another at the request of the Seller or any prior holder of the Mortgage, to or on behalf of the Borrower to be used by the Borrower for the payment of any monthly installment, principal, interest or other charge payable under the terms of the Mortgage.

4201.8: Assumption of Mortgage (03/02/16)

A Mortgage not owned by Freddie Mac with respect to which the original Borrower has conveyed the Mortgaged Premises to a new owner is eligible for purchase by Freddie Mac,

provided that the new owner is obligated by a written assumption agreement to repay the indebtedness secured by the Mortgaged Premises and has been fully underwritten and qualified according to the requirements of Topics 5100-5500 and the provisions of any other Guide sections applicable to the particular Mortgage being assumed. For example, if the Mortgaged Premises is a Manufactured Home, the provisions of Chapter 5703 must be satisfied.

4201.9: Biweekly Mortgages and payment plans (03/02/16)

A biweekly Mortgage is a Mortgage on which the Borrower makes a principal and interest payment every two weeks pursuant to either the terms of the Note, a rider or a separate agreement.

A Mortgage originated with a biweekly payment schedule is eligible for sale to Freddie Mac only on a negotiated basis as a biweekly Mortgage.

The Seller may offer a biweekly payment plan to a Borrower as part of the Seller's origination process. If the plan is in effect or the Borrower has agreed to accept the plan, then the Mortgage is eligible for sale to Freddie Mac only on a negotiated basis as a biweekly Mortgage.

If the Servicer enters into a biweekly payment plan with the Borrower after the Mortgage has been sold to Freddie Mac, then the Servicer must comply with the requirements set forth in Section 8104.2.

4201.10: Wholesale Home Mortgages (03/02/16)

Freddie Mac will purchase Wholesale Home Mortgages under the terms of the Purchase Documents and this section.

(a) Representations and warranties

The Seller must represent and warrant with respect to each Wholesale Home Mortgage it sells to Freddie Mac that the Seller has management controls in place that:

- Ensure the Mortgage complies with the terms of the Purchase Documents
- Correspond to the scope and types of risks associated with its wholesale business. Factors to be considered include, but are not limited to, the:
  - Number of Correspondents and Mortgage Brokers the Seller uses
  - Length of time the business relationship has been established
  - Types of services provided by the Correspondent or Mortgage Broker

(b) Wholesale originations best practices

Freddie Mac's *Quality Control and Fraud Prevention Resources* includes best business practices for wholesale lending. Sellers may find the *Wholesale Originations Best Practices* publication to be a useful, on-line resource in fulfilling Freddie Mac's requirements for Wholesale Home Mortgages stated in this section. Sellers can access any of the three components of the *Quality Control and Fraud Prevention Resources*: ***Quality Control Best Practices***, ***Wholesale Originations Best Practices*** and ***Fraud Prevention Best Practices*** on Freddie Mac's web site at **http://www.freddiemac.com/singlefamily/quality_control.html**. See Chapter 3201 for more information about Seller/Servicer's requirements relating to fraud prevention, detection and reporting.

(c) Delivery Instructions

The Seller is required to deliver one of the following ULDD Data Points, as applicable, for each Wholesale Home Mortgage:

- *Loan Originator Type* of "Correspondent," or
- *Loan Originator Type* of "Broker"

4201.11: Location of the Mortgaged Premises (03/02/16)

The Mortgaged Premises must be located in a State.

4201.12: General property insurance requirements (03/02/16)

The requirements of Sections 8202.1 through 8202.10 for property and casualty insurance must be met at the time a Mortgage is sold to Freddie Mac and continually thereafter for as long as Freddie Mac owns an interest in the Mortgage.

4201.13: No circumstances adversely affecting value of Mortgage (03/02/16)

No proceeding may be pending for condemnation of all or any part of the Mortgaged Premises. There may be no circumstances or conditions of which the Seller is aware involving the Mortgage, the Mortgaged Premises or the creditworthiness of the Borrower that would adversely affect the value or marketability of the Mortgage.

4201.14: Mortgages secured by Primary Residences (03/02/16)

A Mortgage will not qualify to be an owner-occupied property Mortgage unless the Borrower is an individual or individuals, and at least one of the Borrowers is, as of the Delivery Date, occupying all or part of the Mortgaged Premises as a Primary Residence. For Manually Underwritten Mortgages and A-minus Mortgages, when the loan-to-value ratio is greater than 90%, each Borrower whose income or financial strength was used for qualification purposes must, as of the Delivery Date, occupy all or part of the Mortgaged Premises as a Primary Residence. Refer to 5103.1 for requirements for non-occupying borrower.

4201.15: Second home Mortgages (03/02/16)

Freddie Mac will purchase Mortgages secured by second homes under the terms of the Purchase Documents and this section.

(a) Eligible and ineligible Mortgages

To be eligible, second home Mortgages must:

- Comply with Section 4203.4 or the maximum loan-to-value (LTV), total LTV (TLTV) and Home Equity Line of Credit TLTV (HTLTV) ratio requirements for certain Mortgage products or offerings found in other Guide chapters
- Be secured by a 1-unit property owned by an individual who is also the Borrower, occupied by the Borrower for some portion of the year and the property must be:
  - In such a location as to function reasonably as a second home
  - Suitable for year-round occupancy
  - Available for the Borrower's exclusive use and enjoyment

The property must not be:

- Subject to any timesharing or other shared ownership arrangement
- An ineligible property (e.g., a unit in a Condominium Hotel)
- Subject to any rental pools or agreements that require the Borrower to rent the property, give a management company control over the occupancy of the property, or involve revenue sharing between any owners and the developer or another party

Freddie Mac's determination of whether a property is a second home is conclusive. A 2-unit property used as a second home is considered an Investment Property and must meet all of the requirements of Section 4201.16.

A Mortgage secured by a second home must be an Accept Mortgage, an A-minus Mortgage or a Manually Underwritten Mortgage with a minimum Indicator Score as set forth in Exhibit 25, Mortgages with Risk Class and/or Minimum Indicator Score Requirements, to be eligible for delivery.

(b) Special underwriting requirements

Each second home Mortgage must meet the following requirements:

1. For newly constructed homes that are purchase transactions, the Borrower may not be affiliated with or related to the builder, developer or the property seller

2. Each Borrower individually and all Borrowers collectively must not own and/or be obligated on (e.g., Notes, land contracts and/or any other debt or obligation) more than six 1- to 4-unit financed properties, including the subject property and the Borrower's Primary Residence. Examples of financed properties that do not have to be counted in this limitation include:

   - Commercial real estate
   - Multifamily (five or more units) real estate
   - Timeshares
   - Undeveloped land
   - Manufactured homes not titled as real property (chattel lien), unless the property is situated on the land that is titled as real property
   - Property titled in the name of the Borrower's business provided that the Borrower, in his or her individual capacity, is not on title and/or is not obligated on the property
   - Property titled in the name of a trust where the Borrower is a trustee, provided that the Borrower, in his or her individual capacity, is not on title and/or not obligated on the property

3. Rental income from the Borrower's second home or 1-unit Primary Residence may not be considered as stable monthly income in the credit qualification analysis

4. The monthly housing expense related to a Borrower's current Primary Residence must be used in computing the Borrower's monthly housing expense-to-income ratio

5. The monthly payment amount (as described in Section 5401.2) on the second home must be considered in calculating the Borrower's monthly debt payment-to-income ratio

6. The reserves requirements in Sections 5501.2 and 5501.3 must be met

(c) Other requirements

Form 3890, Multistate Second Home Rider, is required for all Mortgages secured by second homes.

4201.16: Investment Property Mortgages (03/02/16)

Freddie Mac will purchase Investment Property Mortgages under the terms of the Purchase Documents and this section.

(a) Eligible Mortgages

(i) Each Investment Property Mortgage must comply with Section 4203.4

(ii) Each Investment Property Mortgage must be an Accept Mortgage, an A-minus Mortgage or a Manually Underwritten Mortgage with a minimum Indicator Score as set forth in Exhibit 25, Mortgages with Risk Class and/or Minimum Indicator Score Requirements

(iii) Mortgages with temporary subsidy buydowns are not eligible for delivery as Investment Property Mortgages

(iv) Freddie Mac will purchase Investment Property Mortgages made to Borrowers who own more than one financed Investment Property, provided that the Investment Property Mortgage being sold to Freddie Mac is:

- An eligible fixed-rate, level-payment Mortgage, or
- A 7/1 or 10/1 ARM, and
- Not an A-minus Mortgage

(b) Special underwriting requirements

An Investment Property Mortgage delivered to Freddie Mac must meet the following special underwriting requirements:

(i) For newly constructed homes that are purchase transactions, the Borrower may not be affiliated with or related to the builder, developer or property seller

(ii) Each Borrower individually and all Borrowers collectively must not own and/or be obligated on (e.g., Notes, land contracts and/or any other debt or obligation) more than six 1- to 4-unit financed properties, including the subject property and the Borrower's Primary Residence. Examples of financed properties that do not have to be counted in this limitation include:

- Commercial real estate
- Multifamily (five or more units) real estate
- Timeshares
- Undeveloped land
- Manufactured homes not titled as real property (chattel lien), unless the property is situated on the land that is titled as real property
- Property titled in the name of the Borrower's business provided that the Borrower, in his or her individual capacity, is not on title and/or is not obligated on the property
- Property titled in the name of a trust where the Borrower is a trustee, provided that the Borrower, in his or her individual capacity, is not on title and/or not obligated on the property

(iii) The monthly housing expense related to the Borrower's current Primary Residence must be used in calculating the Borrower's monthly housing expense-to-income ratio

(iv) Regardless of whether rental income from the Mortgaged Premises is used in qualifying, the reserves requirements in Sections 5501.2 and 5501.3 must be met

(v) The aggregate negative rental income from all rental properties must be treated as an obligation and considered in calculating the Borrower's monthly debt payment-to-income ratio

(vi) Borrower Funds must not include gifts from a Related Person or gifts or grants from an Agency as described in Section 5501.3(c)

(vii) If rental income is not used for qualifying, the monthly payment amount (as described in Section 5401.2) for the Mortgaged Premises plus operating expenses must be used in calculating the monthly debt payment-to-income ratio

(c) Additional documentation requirement

An Investment Property Mortgage must be originated using the 1-4 Family Rider, Form 3170. See Exhibit 5, Authorized Changes to Notes, Riders, Security Instruments and the

Uniform Residential Loan Application, Section VIII for authorized changes to the 1-4 Family Rider for Investment Property Mortgages.

(d) Postsettlement delivery fees (delivery fees) for Investment Property Mortgages

A special delivery fee will be assessed and billed to the Seller in conjunction with the sale of Investment Property Mortgages. The Seller must refer to Exhibit 19, Postsettlement Delivery Fees, for information on the Investment Property Mortgages delivery fee and other delivery fees. Delivery fees are paid in accordance with the delivery fee provisions outlined in Chapter 6303.

4201.17: Purchase requirements for Mortgages secured by properties with resale restrictions (03/02/16)

Freddie Mac will purchase Mortgages secured by properties subject to resale restrictions including, but not limited to, income-based restrictions (also referred to as inclusionary zoning) and age-based restrictions (such as senior housing), if the requirements of this section are met and the restrictions are in compliance with all federal, State and local laws, rules and regulations.

The income-based restrictions referenced above are typically imposed by State or local governments to require a specified number or percentage of properties in a designated area to be dedicated as housing for low- or moderate-income individuals. These resale restrictions are stated in an easement, covenant or condition in a deed or other instrument executed by or on behalf of the owner of the land, and they may be in effect for a certain number of years or an unlimited time. The restrictions are binding on current and subsequent property owners, and remain in effect until they are formally removed or modified, or terminate in accordance with their terms, such as at a foreclosure sale or upon acceptance of a deed-in-lieu of foreclosure.

(a) General purchase requirements

Freddie Mac purchase requirements including, but not limited to, all applicable Condominium Project and Planned Unit Development (PUD) requirements must be met.

(b) Right of first refusal

For properties subject to resale restrictions, any right of first refusal must run to the enabling authority or jurisdiction that imposed the resale restrictions, with a time period not exceeding 90 days from the date of written notice to the authority or jurisdiction that the restricted property is being offered for sale.

(c) Resale controls

Properties subject to resale restrictions, except for age restrictions, must have resale controls for a fixed period of time. The controls must be administered by a duly authorized authority of State, local or municipal government or an agent of the authority that has established mechanisms to provide applicant screening and processing on an ongoing basis. The controls may not be administered by the developer.

(d) Notice of default or foreclosure

The mortgagee is not required to send notice of default or foreclosure to any third party.

(e) Public land records

Agreements or requirements, i.e., enacted ordinances, statutes, published policies or imposed restrictions, must appear in the public land records for the project in a manner discoverable by a routine title search.

(f) Effect of foreclosure or deed-in-lieu of foreclosure

Any resale restrictions, except for age-restrictions, must not survive foreclosure or deed-in-lieu of foreclosure.

(g) Payment of financial obligations

Any requirement in the deed restrictions requiring the owner of the property to make payments under certain circumstances or requiring repayment of financial subsidies must state that the payment obligation is subordinate to the lien of the First Lien Mortgage.

(h) Appraisal requirements for restricted properties

The appraisal must include at least three comparable sales with similar resale restrictions.

4201.18: Impact of Contaminated Sites (03/02/16)

If the Seller knows of the existence of a Contaminated Site in the neighborhood where the property is located, it must do all of the following:

- Inform the appraiser of such a site when ordering the appraisal (see Section 5601.3)
- Form an opinion on the impact that such a site may have on the investment quality of the Mortgage
- Document the Mortgage file with a description of the site and its location relative to the property and the Seller's opinion on the investment quality of the Mortgage

4201.19: Legal description requirements (03/02/16)

For each Mortgage purchased by Freddie Mac, the legal description as stated in the Security Instrument and title insurance policy or other evidence of title must be in one of the following forms:

(a) Metes and bounds

A metes and bounds description should comply with the following standards:

- The beginning point should be established by a monument located at the beginning point or by reference to a nearby monument
- The sides of the Mortgaged Premises must be described by the distances and bearings of each. In place of bearings, the interior angle method is acceptable if the beginning point is on a dedicated public street line or a fixed line on other property, or if the course of the first side can be otherwise properly fixed.
- The distances, bearings and angles should be taken from a recent instrument survey or recently recertified instrument survey by a licensed civil engineer or registered surveyor
- Curved courses should be described by data including the length of arc, the radius of circle for the arc and the chord distance and bearing. When a survey course is part of a dedicated public street or road line, the course may be described by indicating the distance and direction the course takes along the street line from the end of the previous course, if commonly accepted by private institutional Mortgage investors in the area where the Mortgaged Premises is located.
- The legal description should be a single perimeter description of the entire plot. Division into parcels must be avoided unless serving a special purpose of the Mortgage. Division is necessary, however, if the plot is located on two sides of a public way. It is also customary in many areas to describe an easement appurtenant to a fee parcel by using a separate parcel description.

(b) Lot and block

A description composed of lots and/or blocks including a reference to a recorded map or plat that shows the lots or blocks is usually adequate.

When all of the lots or blocks in the description do not appear on the same recorded map or plat; however, a reference to the location of the apparently identical sides of lots or blocks in different recorded maps or plats, fixed in both maps or plats by the same monuments (a rare situation) is usually adequate.

(c) Additional acceptable forms

Although encountered in only a few cases, a description of a parcel bounded on all sides by dedicated streets or alleys can acceptably refer only to the bounding lines of the streets or alleys.

A description of registered property is acceptable if in the form required by the local Torrens Act.

(d) Consistency of legal description

The Mortgage, title insurance policy (or substitute evidence of title), survey, lease, mortgage insurance policy, property insurance policies and all other documents pertaining to the Mortgage or the Mortgaged Premises must each have a legal description consistent with that in the other documents.

4201.20: Blanket Mortgages (03/02/16)

When the Mortgaged Premises consist of more than one parcel of real estate, the parcels must be adjoining and the Mortgage must be a valid First Lien on each parcel. In addition, only one parcel may contain a residence. For example, the Mortgage may be secured by one parcel of real estate with a residence and an adjoining parcel which contains either vacant land or a garage; but the adjoining parcel cannot contain another residence.

4201.21: Land trusts (03/02/16)

Mortgages secured by properties in which the legal and equitable title is held by a land trust are eligible for purchase if permitted by the Seller's Purchase Documents. A Seller should contact its Freddie Mac Account Manager to discuss how to obtain the applicable term of business.

Chapter 4202: Responsible Lending

4202.1: Compliance with law (03/02/16)

The Mortgage and the Servicing of the Mortgage, Mortgage transaction and the Mortgaged Premises must be in compliance with all requirements of all federal, State and local laws, rules and regulations including, without limitations, truth-in-lending laws, licensing laws, doing-business laws, usury laws and anti-predatory lending and similar laws. Any right of rescission involving the Mortgage under such laws, rules or regulations must have expired.

4202.2: State Anti-Predatory Lending Laws and Regulations (03/02/16)

Mortgages secured by Mortgaged Premises in the following States that are designated as "high-cost," "high-risk" or similar Mortgages are not eligible for purchase by Freddie Mac:

- **Arkansas**: Mortgages with Note Dates on or after July 17, 2003 that are "high-cost home loans" under the Arkansas Home Loan Protection Act, A.C.A. § 23-53-101, et seq.
- **Colorado**: Mortgages with Note Dates on or after January 1, 2003 that are "covered loans" under the Consumer Equity Protection Act, C.R.S. 5-3.5-101, et seq.
- **Georgia**: Mortgages with Note Dates between October 1, 2002 and March 7, 2003 that are governed by the Georgia Fair Lending Act, O.C.G.A. § 7-6A-1, et seq., and Mortgages with Note Dates on and after March 7, 2003 that are "high-cost home loans"
- **Illinois**: Mortgages with Note Dates on or after January 1, 2004 that are "high-risk home loans" under the High-Risk Home Loan Act, 815 ILCS 137/1, et seq.
- **Indiana**: Mortgages with Note Dates on or after January 1, 2005 that are "high cost home loans" under Article 9 (Home Loan Practices) of the Indiana Code concerning trade regulations; consumer sales and credit, Burns Ind. Code Ann. § 24-9-1-1, et seq.
- **Kentucky**: Mortgages with Note Dates on or after June 25, 2003 that are "high-cost home loans" under the Kentucky Revised Statutes Chapter 360, KRS § 360.100
- **Maine**: Mortgages with Note Dates on or after September 13, 2003 that are "high rate, high fee mortgages" under Article 8-A (the Maine Consumer Credit Code – Truth-in-Lending), 9-A MRSA § 8-501, et seq.
- **Massachusetts**: Mortgages with Note Dates on or after November 7, 2004 that are "high cost home mortgage loans" under the Predatory Home Loan Practices Act, ALM GL ch. 183C, § 1, et seq.

- **New Jersey**: Mortgages with Note Dates on or after November 27, 2003 that are "high-cost home loans" under the New Jersey Home Ownership Security Act of 2002, N.J. Stat. § 46:10B-22, et seq.

- **New Mexico**: Mortgages with Note Dates on or after January 1, 2004 that are "high-cost home loans" under the Home Loan Protection Act, N.M. Stat. Ann. § 58-21A-1, et seq.

- **New York**: Mortgages with initial application dates after April 1, 2003 that are "high-cost home loans" under the New York Banking Law, NY CLS Bank § 6-l. In addition, Mortgages with Note Dates on or after September 1, 2008 that are "subprime home loans" under the New York Banking Law, NY CLS Bank § 6-m.

- **Oklahoma**: Mortgages with Note Dates on or after January 1, 2004 that are "subsection 10 mortgages" under Article 1, Part 3 of the Consumer Credit Code, 14A Okl. St. § 1-301

- **Rhode Island**: Mortgages with Note Dates on or after December 31, 2006 that are "high-cost home loans" under the Rhode Island Home Loan Protection Act, R.I. Gen. Laws § 34-25.2-1, et seq.

- **Tennessee**: Mortgages with Note Dates on or after January 1, 2007 that are "high-cost home loans" under the Tennessee Home Loan Protection Act, Tenn. Code Ann. § 45-20-101, et seq.

Such Mortgages are ineligible for purchase by Freddie Mac regardless of whether the lender and/or Seller/Servicer enjoys preemption based on its charter or whether the law provides for an exemption for particular lenders and/or Seller/Servicers based on their charters or for particular Mortgages based on their purchase by Freddie Mac or another entity.

In addition, the Seller/Servicer represents and warrants that:

- It has in place policies and procedures based on the requirements of each law identified above to ensure that it does not inadvertently deliver an ineligible Mortgage to Freddie Mac for purchase

- It has received representations and warranties from any person or entity from which the Seller purchased the Mortgage that they are not "high-cost," "high-risk" or similar Mortgages under the laws identified above, and

- No person, with the intent to avoid the application or evade the provisions of one of the laws identified above, divided a loan transaction into separate parts (by creating a concurrent subordinate lien or otherwise) or performed any other subterfuge

4202.3: Predatory lending practices (03/02/16)

The requirements in Subsection 4202.3(a) are effective for Mortgages with Application Received Dates **prior to January 10, 2014**.

Refer to Subsection 4202.3(b) for requirements for Mortgages with Application Received Dates on or after January 10, 2014.

(a) Requirements effective for Mortgages with Application Received Dates prior to January 10, 2014

Freddie Mac actively opposes predatory lending and has implemented a number of policies designed to combat it. Freddie Mac-approved Seller/Servicers should have policies designed to identify and avoid predatory lending practices.

To further implement certain Freddie Mac anti-predatory lending policies, when selling a Mortgage to Freddie Mac, a Seller represents and warrants:

- For Mortgages secured by a Primary Residence, points and fees charged in connection with the Mortgage sold to Freddie Mac do not exceed 5% of the original loan amount. For loans with a balance not exceeding $20,000, a maximum of $1,000 may be used in lieu of the 5% limitation.

  For purposes of this representation and warranty, points and fees include:

  - Origination fees
  - Underwriting fees
  - Broker fees
  - Finder's fees
  - Charges that a Seller imposes as a condition of making the loan, whether they are paid to the Seller or to a third party

  For purposes of this representation and warranty, points and fees do not include:

  - Bona fide discount points
  - Fees paid for actual services rendered in connection with the Mortgage origination, such as attorney's fees, notary's fees, and fees paid for property appraisals, credit reports, surveys, title examinations and extracts, flood and tax certifications and home inspections
  - The cost of mortgage insurance or credit-risk price adjustments
  - The costs of title, property and flood insurance policies
  - State and local transfer fees and taxes

- ❑ Escrow deposits for the future payment of taxes and insurance premiums, and

- ❑ Miscellaneous fees and charges that, in total, do not exceed one-quarter of 1% (0.25%) of the loan amount

In addition to the foregoing and in accordance with Guide requirements, for all Mortgages sold to Freddie Mac, Sellers must represent and warrant compliance with the requirements of Sections 1301.2, 4202.1, 4202.2, 4202.4, 4202.7, 4202.4, 4202.9, 4202.5 and 4301.2.

- For all Prepayment Penalty Mortgages eligible for sale to Freddie Mac, the Seller must represent and warrant compliance with the following requirements:

  - ❑ The terms of the prepayment penalty were adequately disclosed to the Borrower; and

  - ❑ There is no penalty assessed in the event of a Borrower default

  In addition to the above representations and warranties, for a Prepayment Penalty Mortgage secured by a Primary Residence eligible for sale to Freddie Mac, the Seller must represent and warrant that:

  - ❑ The Mortgage provided a benefit to the Borrower, such as a rate or fee reduction, for accepting the prepayment penalty; and

  - ❑ The Borrower was offered the choice of another Mortgage that did not include the prepayment penalty

- No Borrower who qualified for a lower-cost loan product has been "steered" to a higher-cost loan product. A Seller should offer or direct applicants who seek financing through the Seller's higher-priced subprime or non-prime lending channel toward its standard Mortgage line if the applicants qualify for one of the standard products.

For additional information regarding Freddie Mac anti-predatory lending requirements, see the following locations:

Topic	Location
Compliance With Applicable Law	Section 1301.2
Anti-Predatory Lending Laws and Regulations	Sections 4202.2
Credit Insurance — Single-Premium Credit Insurance	Section 4202.7
Home Ownership and Equity Protection Act of 1994 (HOEPA) Mortgages	Section 4202.4
Mandatory Arbitration	Section 4202.9
Higher-Priced Mortgage Loans and Higher-Priced Covered Transactions	Section 4202.5
General Requirements for All Refinance Mortgages — Mortgages Subject to the HOEPA are Ineligible for Purchase	Section 4301.2
Underwriting the Borrower	Topics 5100 – 5500
Credit Reporting Requirements	Section 8106.6

(b) Requirements effective for Mortgages with Application Received Dates on or after January 10, 2014

Freddie Mac actively opposes predatory lending and has implemented a number of policies designed to combat it. Freddie Mac-approved Seller/Servicers should have policies designed to identify and avoid predatory lending practices.

To further implement certain Freddie Mac anti-predatory lending policies, when selling a Mortgage to Freddie Mac, a Seller represents and warrants:

- Compliance with the requirements of Sections 1301.2, 4202.1, 4202.2, 4202.4, 4202.5, 4202.7, 4202.9, and 4301.2; and

- No Borrower who qualified for a lower-cost loan product has been "steered" to a higher-cost loan product. A Seller should offer or direct applicants who seek financing through the Seller's higher-priced subprime or non-prime lending channel toward its standard Mortgage line if the applicants qualify for one of the standard products.

For additional information regarding Freddie Mac anti-predatory lending requirements, see the following locations:

Topic	Location
Compliance With Applicable Law	Section 1301.2
Anti-Predatory Lending Laws and Regulations	Sections 4202.2
Home Ownership and Equity Protection Act of 1994 (HOEPA) Mortgages	Section 4202.4
Higher-Priced Mortgage Loans and Higher-Priced Covered Transactions	Section 4202.5
Credit Insurance — Single-Premium Credit Insurance	Section 4202.7
Mandatory Arbitration	Section 4202.9
General Requirements for All Refinance Mortgages — Mortgages Subject to the HOEPA are Ineligible for Purchase	Section 4301.2
Underwriting the Borrower	Topics 5100 - 5500
Credit Reporting Requirements	Section 8106.6

4202.4: HOEPA Mortgages (03/02/16)

For Primary Residences, purchase transaction Mortgages and refinance Mortgages that exceed the thresholds under the Home Ownership and Equity Protection Act of 1994 (HOEPA) and its implementing regulations are ineligible for purchase by Freddie Mac.

4202.5: Higher-Priced Mortgage Loans and Higher-Priced Covered Transactions (03/02/16)

Effective for Mortgages with Application Received Dates on or after October 1, 2009 and prior to October 15, 2014, Freddie Mac will purchase Higher-Priced Mortgage Loans (HPMLs), as defined in the Glossary, under the terms of the Purchase Documents and this section.

HPMLs eligible for sale to Freddie Mac must be one of the following Mortgage Products:

- A fixed-rate Mortgage

- A 7/1 or 10/1 ARM

HPMLs sold to Freddie Mac must not be:

- A Prepayment Penalty Mortgage
- An ARM with an Initial Period less than seven years

For Mortgages with Application Received Dates on or after October 15, 2014, Freddie Mac will purchase Higher-Priced Mortgage Loans (HPMLs) and Higher-Priced Covered Transactions (HPCTs), as defined in the Glossary, under the terms of the Purchase Documents and this section.

HPMLs and HPCTs eligible for sale to Freddie Mac must be one of the following Mortgage Products:

- A fixed-rate Mortgage
- An ARM with an Initial Period of five, seven or ten years

For additional information regarding Freddie Mac HPML and HPCT requirements, see the following locations:

Topic	Location
Compliance with applicable law	Sections 1301.2 and 4202.1
Freddie Mac Relief Refinance Mortgages℠	Chapters 4302 and 4303
Eligible ARMs; Underwriting Requirements	Sections 4401.1 and 4401.8

4202.6: Points and fees limitation (03/02/16)

Effective for Mortgages with Application Received Dates on or after January 10, 2014, Mortgages with points and fees exceeding 3% of the total loan amount (or such other applicable limits for lower balance Mortgages) as specified under the Truth-in-Lending Act and its implementing regulations, 12 C.F.R. 1026.43(e)(3), will not be eligible for sale to Freddie Mac. Sellers must use the points and fees calculation that is required for qualified mortgages under the Truth-in-Lending Act and its implementing regulations, 12 C.F.R. 1026.32(b) to determine compliance with applicable requirements.

However, Mortgages that exceed the points and fees thresholds stated above will be eligible for sale to Freddie Mac if the following conditions are met:

- Such Mortgages are exempt from Regulation Z, 12 C.F.R. 1026.43(a) or are not subject to the Truth-in-Lending Act; and

- The points and fees do not exceed 5% of the total loan amount. Sellers must use the points and fees calculation that is required for high-cost Mortgages under the Home Ownership and Equity Protection Act of 1994 and its implementing regulations, 12 C.F.R. 1026.32(b).

Mortgages with Application Received Dates prior to January 10, 2014 are not subject to the requirements in this section.

4202.7: Credit insurance (03/02/16)

Freddie Mac will not purchase or securitize any Mortgage if the Borrower obtained a prepaid single-premium credit-life, credit disability, credit unemployment or credit property insurance policy in connection with the origination of the Mortgage, regardless of whether the premium was financed in the Mortgage amount or paid from the Borrower's funds. This prohibition does not apply to credit insurance products where premiums are calculated, earned and paid on a monthly or other regular periodic basis or to prepaid hazard, flood or mortgage insurance policies.

4202.8: Mortgages with private transfer fee covenants (03/02/16)

Mortgages on properties encumbered by private transfer fee covenants prohibited by 12 C.F.R. Part 1228 are ineligible for purchase by Freddie Mac if those covenants were created on or after February 8, 2011.

In addition, the Seller/Servicer represents and warrants that:

- It has controls in place to ensure that it does not inadvertently deliver an ineligible Mortgage to Freddie Mac as described above, and

- If applicable, it has received representations and warranties from any person or entity from which the Seller purchased the Mortgage that the property securing the Mortgage is not encumbered by private transfer fee covenants created on or after February 8, 2011

4202.9: Mandatory arbitration (03/02/16)

Freddie Mac will not purchase any Mortgage if any of the Mortgage documents – including the Note, any Note addendum, the Security Instrument or any Security Instrument rider – contain a "mandatory arbitration" clause, that is, a clause that obligates the Borrower to submit to arbitration any dispute arising out of or relating in any way to the mortgage transaction.

Freddie Mac's Uniform Instruments do not provide for mandatory arbitration, and the addition of a mandatory arbitration clause is not an authorized change to the Uniform Instruments. No ancillary Mortgage document may contain a mandatory arbitration provision.

Chapter 4203: Maximum Loan Amounts and LTV, TLTV and HTLTV Ratios

4203.1: Value (03/02/16)

(a) Loan Prospector® Mortgages and Non-Loan Prospector Mortgages

For a purchase transaction, "value" is the lesser of the appraised value of the Mortgaged Premises on the Note Date or the purchase price of the Mortgaged Premises.

For a refinance, "value" is the appraised value of the Mortgaged Premises on the Note Date.

The value used to determine the loan-to-value (LTV), total LTV (TLTV) and Home Equity Line of Credit (HELOC) TLTV (HTLTV) ratios for Freddie Mac Relief Refinance Mortgages℠, must be determined in accordance with the requirements in Section 4302.2(d) for Relief Refinance – Same Servicer or 4303.3(g) for Relief Refinance – Open Access.

(b) New York State mortgage insurance requirements

Solely for the purpose of determining whether mortgage insurance is required or should be canceled, for Loan Prospector and Non-Loan Prospector Mortgages, the "value" of Mortgaged Premises located in the State of New York, is the appraised value of the Mortgage Premises on the Note Date.

(This definition of the "value" of Mortgaged Premises located in the State of New York applies only to the above-stated mortgage insurance requirements, and is not applicable for any other purposes under the terms of the Purchase Documents.)

(c) Construction Conversion and Renovation Mortgages

The value used to determine the LTV, TLTV and HTLTV ratios for Construction Conversion and Renovation Mortgages, must be determined in accordance with the requirements in Section 4602.10.

4203.2: Calculating LTV, TLTV and HTLTV ratios (03/02/16)

Loan Prospector® calculates the loan-to-value (LTV) ratio, total LTV (TLTV) ratio, and Home Equity Line of Credit (HELOC) TLTV (HTLTV) ratio based on the data submitted by the Seller.

For Non-Loan Prospector Mortgages:

- The LTV ratio is obtained by dividing the First Lien Mortgage amount by value, as defined in Section 4203.1
- The TLTV ratio is obtained by dividing the sum of the First Lien Mortgage amount and the disbursed amount of the HELOC and any other secondary financing by value, as defined in Section 4203.1
- The HTLTV ratio is obtained by dividing the sum of the First Lien Mortgage amount and the total HELOC credit line limit and any other secondary financing by value, as defined in Section 4203.1

To determine if a Mortgage meets LTV, TLTV or HTLTV ratio requirements, round each ratio up to the next whole number.

Freddie Mac will calculate the LTV ratio for each Mortgage it purchases based on data delivered by the Seller. Freddie Mac will calculate the LTV ratio to two decimal places and round the result of that calculation up to the next whole number. For example, 94.01% will be rounded up to 95%.

4203.3: Maximum original loan amounts for Home Mortgage purchases (03/02/16)

The following maximum original loan amounts* apply to Home Mortgages with Funding or Settlement Dates on or after January 1, 2016. Except for the Mortgage Products, offerings and characteristics listed below, the loan amount used to determine compliance with the original loan amount limits is the original loan amount:

Number of Units	Maximum Original Loan Amount	Properties in Alaska, Guam, Hawaii or U.S. Virgin Islands
1	$417,000	$625,500
2	$533,850	$800,775
3	$645,300	$967,950
4	$801,950	$1,202,925

* Mortgages with higher loan amounts may be eligible for sale provided they meet the requirements of Chapter 4603.

For the Mortgage Product, offering or characteristic listed below, the loan amount used to determine compliance with the original loan amount limits is stated in the following chart:

Mortgage Product, offering or characteristic	**Loan amount to be used to determine compliance with maximum loan amounts**
Seller-Owned Modified Mortgages (as described in Chapter 4402 and Section 6302.27)	The loan amount of the Mortgage as stated in the original Note
Seller-Owned Converted Mortgages (as described in Chapter 4402 and Section 6302.19)	The loan amount of the Mortgage as stated in the ARM Note
Construction Conversion Mortgages and Renovation Mortgages originated using Integrated Documentation (as described in Chapter 4602 and Section 6302.28)	The loan amount of the Interim Construction Financing as stated in the integrated Note for the Interim Construction Financing and Permanent Financing
Construction Conversion Mortgages and Renovation Mortgages originated using Modification Documentation (as described in Chapter 4602 and Section 6302.28)	The higher of (i) the loan amount of the Interim Construction Financing as stated in the Note for the Interim Construction Financing or (ii) the loan amount of the Permanent Financing as stated in the Construction Conversion Modification Agreement
Construction Conversion Mortgages and Renovation Mortgages originated using Separate Documentation (as described in Chapter 4602 and Section 6302.28)	The loan amount of the Permanent Financing as stated in the Note for the Permanent Financing
Mortgages with future advances made before the Delivery Date consolidated with the outstanding principal amount (as described in Section 4101.11(a))	The loan amount of the Mortgage as stated in the original Note (which must be equal to or greater than the consolidated principal amount)
Mortgages with a principal curtailment made before the Delivery Date (as described in Section 6302.32)	The loan amount of the Mortgage as stated in the Note
Mortgages with financed mortgage insurance premiums (as described in Section 4701.2)	The loan amount of the Mortgage as stated in the Note (which includes the financed mortgage insurance premium)

For the Mortgage Products, offerings and characteristics listed in the chart above, the loan amount for purposes of determining compliance with the maximum loan amount limits provided in this section may be different from the amount delivered in the ULDD Data Point *Note Amount* and from the amount used to calculate the LTV ratio. See Chapter 6302 for delivery instructions.

4203.4: Maximum LTV, TLTV and HTLTV ratios (03/02/16)

The maximum loan-to-value (LTV)/total LTV (TLTV)/Home Equity Line of Credit (HELOC) TLTV (HTLTV) ratios for the following may differ from those ratios identified in this section and may be found in the Sections listed below:

- Mortgages secured by a Manufactured Home – Section 5703.3(e)
- Home Possible® Mortgages – Section 4501.10
- Super conforming Mortgages – Section 4603.3(c)
- Mortgages to Borrowers with a credit history that includes a previous Mortgage foreclosure, a conveyance of a deed-in-lieu of foreclosure, or a short sale – Section 5202.5(a)
- Mortgages that use a Streamlined Project Review – Section 5701.4

PURCHASE AND "NO CASH-OUT" REFINANCE MORTGAGES (Fixed-Rate and ARMs)** ** See chart below titled *"NO CASH-OUT" REFINANCES OF MORTGAGES CURRENTLY OWNED OR SECURITIZED BY FREDDIE MAC* for LTV/TLTV/HTLTV ratios and other requirements for a "no cash-out" refinance of a Mortgage currently owned or securitized by Freddie Mac.	
Mortgage Purpose and Property Type	**Maximum LTV/TLTV/HTLTV ratio**
1-unit Primary Residence	95%
2- to 4-unit Primary Residence	80%
Second home	85%

PURCHASE AND "NO CASH-OUT" REFINANCE MORTGAGES (Fixed-Rate and ARMs)** ** See chart below titled *"NO CASH-OUT" REFINANCES OF MORTGAGES CURRENTLY OWNED OR SECURITIZED BY FREDDIE MAC* for LTV/TLTV/HTLTV ratios and other requirements for a "no cash-out" refinance of a Mortgage currently owned or securitized by Freddie Mac.	
Mortgage Purpose and Property Type	**Maximum LTV/TLTV/HTLTV ratio**
Purchase transaction Mortgage secured by 1-unit Investment Property	85%
"No cash-out" refinance Mortgage secured by 1-unit Investment Property	75%
Purchase transaction Mortgage secured by 2- to 4-unit Investment Property	75%
"No cash-out" refinance Mortgage secured by 2- to 4-unit Investment Property	75%

CASH-OUT REFINANCE MORTGAGES (Fixed-Rate and ARMs)	
Property Type	**Maximum LTV/TLTV/HTLTV ratio**
1-unit Primary Residence	80%
2- to 4-unit Primary Residence	75%
Second home	75%
1-unit Investment Property	75%
2- to 4-unit Investment Property	70%

"NO CASH-OUT" REFINANCES OF MORTGAGES CURRENTLY OWNED OR SECURITIZED BY FREDDIE MAC* (Fixed-Rate and ARMs) * The LTV/TLTV/HTLTV ratios in this chart are only allowed with Mortgages originated in accordance with Section 4301.4(c).	
Property Type	**Maximum LTV/TLTV/HTLTV ratio**
1- to 2-unit Primary Residence	95%
3- to 4-unit Primary Residence	80%
Second home	95%
1- to 4-unit Investment Property	75%

Note: The minimum Indicator Score requirements for Mortgages sold to Freddie Mac can be found in Exhibit 25, Mortgages with Risk Class and/or Minimum Indicator Score Requirements.

4203.4: Maximum LTV, TLTV and HTLTV ratios (Future effective date 03/28/16)

The maximum loan-to-value (LTV)/total LTV (TLTV)/Home Equity Line of Credit (HELOC) TLTV (HTLTV) ratios for the following may differ from those ratios identified in this section and may be found in the Sections listed below:

- Mortgages secured by a Manufactured Home – Section 5703.3(e)
- Home Possible® Mortgages – Section 4501.10
- Mortgages to Borrowers with a credit history that includes a previous Mortgage foreclosure, a conveyance of a deed-in-lieu of foreclosure, or a short sale – Section 5202.5(a)
- Mortgages that use a Streamlined Project Review – Section 5701.4

PURCHASE AND "NO CASH-OUT" REFINANCE MORTGAGES**
(Fixed-Rate and ARMs)

** See chart below titled *"NO CASH-OUT" REFINANCES OF MORTGAGES CURRENTLY OWNED OR SECURITIZED BY FREDDIE MAC* for LTV/TLTV/HTLTV ratios and other requirements for a "no cash-out" refinance of a Mortgage currently owned or securitized by Freddie Mac.

Property Type	Maximum LTV/TLTV/HTLTV ratio
1-unit Primary Residence	95%
2- to 4-unit Primary Residence	80%
Second home	85%
1-unit Investment Property	85%
2- to 4-unit Investment Property	75%

CASH-OUT REFINANCE MORTGAGES (Fixed-Rate and ARMs)	
Property Type	**Maximum LTV/TLTV/HTLTV ratio**
1-unit Primary Residence	80%
2- to 4-unit Primary Residence	75%
Second home	75%
1-unit Investment Property	75%
2- to 4-unit Investment Property	70%

"NO CASH-OUT" REFINANCES OF MORTGAGES CURRENTLY OWNED OR SECURITIZED BY FREDDIE MAC* (Fixed-Rate and ARMs) * The LTV/TLTV/HTLTV ratios in this chart are only allowed with Mortgages originated in accordance with Section 4301.4(c).	
Property Type	**Maximum LTV/TLTV/HTLTV ratio**
1- to 2-unit Primary Residence	95%
3- to 4-unit Primary Residence	80%
Second home	95%
1-unit Investment Property	85%
2- to 4-unit Investment Property	75%

Note: The minimum Indicator Score requirements for Mortgages sold to Freddie Mac can be found in Exhibit 25, Mortgages with Risk Class and/or Minimum Indicator Score Requirements.

Chapter 4204: Secondary Financing and Other Financing Arrangements

4204.1: Mortgages with secondary financing (03/02/16)

(a) General requirements

Secondary financing is all financing that is subordinate in lien priority to the First Lien Mortgage. Freddie Mac will purchase First Lien Mortgages with secondary financing under the terms of the Purchase Documents and this section. Terms of any secondary financing must be disclosed to the appraiser and to the MI. The terms of the secondary financing that must be disclosed include, but are not limited to, the Note Rate and the institution or individual providing the financing. The Seller may not indicate a value needed to support the transaction, or provide any information to the appraiser about an expected loan-to-value (LTV) ratio.

Secondary financing is not eligible for sale to Freddie Mac.

For special requirements for Affordable Seconds, see Section 4204.2 .

(b) Special requirements for new secondary financing

Secondary financing originated concurrently with the First Lien Mortgage (i.e., the First Lien Mortgage and the junior lien are originated on the same day) must meet the following requirements:

- **Maturity date**

  The maturity date or amortization basis of the junior lien must not be less than five years after the Note Date of the First Lien Mortgage delivered to Freddie Mac, unless the junior lien is fully amortizing or a Home Equity Line of Credit (HELOC). In addition, the junior lien must not contain a call provision within the five-year period, unless the junior lien is a HELOC.

  If the secondary financing is an Employer Assisted Homeownership (EAH) Benefit, the terms of the secondary financing must permit the Borrower to continue making payments on the loan in the event the Borrower no longer works for the employer and may not require repayment in full unless:

  1. The Borrower terminates his or her employment for any reason, or

  2. The employer terminates the Borrower's employment for any reason other than long-term disability, the elimination of the employee's position or reduction-in-force

- **Scheduled payments**

The terms of the secondary financing must provide for regular monthly payments sufficient to meet the interest due; interest may not accrue.

If the secondary financing is an EAH Benefit and the monthly payment of principal and interest or interest only begins on or after the 61st monthly payment under the First Lien Mortgage or if repayment of the principal is due only upon sale or default, the amount of the monthly payment may be excluded from the monthly housing expense-to-income ratio and monthly debt payment-to-income ratio. Otherwise, the required monthly payment must be included in both the ratios.

- **Documentation requirements**

  The Seller must include a copy of the following documentation in the Mortgage file:

  - ❑ Note or other evidence of subordinate lien terms
  - ❑ Settlement/Closing Disclosure Statement that evidences the fees and costs paid by the Borrower at closing in connection with the secondary financing
  - ❑ For HELOCs, the HELOC agreement indicating all fees and costs paid by the Borrower at closing, and the maximum permitted credit advance

(c) Special requirements for existing secondary financing

Freddie Mac will purchase First Lien refinance Mortgages with existing junior liens (including HELOCs) that are not paid off from the proceeds of the refinance Mortgage provided that:

- Evidence of subordination of outstanding secondary financing is retained in the Mortgage file
- The junior lien has scheduled payments sufficient to meet the interest due

(d) Postsettlement delivery fees (delivery fees) and other delivery instructions for Mortgages with secondary financing

A special delivery fee will be assessed and billed to the Seller in conjunction with the sale of certain Mortgages with secondary financing. The Seller must refer to Exhibit 19, Postsettlement Delivery Fees, for information on the Secondary Financing delivery fee and other delivery fees. Delivery fees are paid in accordance with the delivery fee provisions outlined in Chapter 6303.

See Section 6302.34 for delivery instructions for Mortgages with secondary financing.

The Secondary Financing delivery fee will not be assessed on a Mortgage with an Affordable Second®. Affordable Seconds are described in Section 4204.2.

4204.2: Special requirements for Affordable Seconds® (03/02/16)

Affordable Seconds must comply with the requirements of Section 4204.1(a) and the following requirements regardless of whether they are originated concurrently (i.e., the First Lien Mortgage and the Affordable Second are originated on the same day) or are being subordinated to the First Lien Mortgage in a refinance transaction.

- **Source**

  An Affordable Second must be provided by an Agency under an established, ongoing, documented secondary financing or financial assistance program. The source of the Affordable Second must not be the property seller or another interested party to the transaction.

- **Eligible First Lien Mortgages**

  The First Lien Mortgage must be:

  - A fixed-rate Mortgage or an ARM with an initial fixed-rate period of five years or greater
  - A purchase transaction or a "no cash-out" refinance, and
  - Secured by a 1- to 4-unit Primary Residence

- **Maturity date**

  The terms of the Affordable Second must not require a balloon payment due before the maturity or payment in full of the First Lien Mortgage.

  If the Affordable Second is an Employer Assisted Homeownership (EAH) Benefit, the terms of the secondary financing must permit the Borrower to continue making payments on the loan in the event the Borrower no longer works for the employer and may not require repayment in full unless:

  - The Borrower terminates his or her employment for any reason, or
  - The employer terminates the Borrower's employment for any reason other than long-term disability, the elimination of the employee's position or reduction-in-force

- **Scheduled payments**

  The interest rate of the Affordable Second must not be more than 2% higher than the interest rate of the First Lien Mortgage. Interest accruals, which are added to principal, may not

increase the total loan-to-value (TLTV) ratio beyond the maximum TLTV ratio allowed for the First Lien Mortgage at any time during the term of the First Lien Mortgage.

If monthly payments on the Affordable Second are required and begin before the 61st monthly payment under the First Lien Mortgage, such monthly payments must be included in the Borrower's monthly housing expense-to-income ratio and monthly debt payment-to-income ratio. If monthly payments on the Affordable Second begin on or after the 61st monthly payment under the First Lien Mortgage or if repayment of the entire Affordable Second amount is due only upon sale or default, the amount of the Affordable Second monthly payment may be excluded from both ratios.

- **Loan Prospector®**

When submitting a Mortgage with an Affordable Second to Loan Prospector, the Seller may enter the amount of the Affordable Second in the "Total Gift Fund" field of Loan Prospector instead of entering it into the "Subordinate Amount" field, provided that:

- ❑ The Affordable Second does not require a payment before the Due Date of the 61st monthly payment, and
- ❑ It meets all the other requirements for an Affordable Second stated in Section 4204.2

Except for entering the Affordable Second amount into Loan Prospector as a gift, the Seller must include the Affordable Second as secondary financing in all circumstances, including:

- ❑ Calculating the TLTV ratio for delivery
- ❑ Complying with the delivery requirements in Section 6302.34

- **Participation in appreciation (equity sharing)**

When the terms of an Affordable Second permit the Agency to share in the appreciation of the Mortgaged Premises, the following requirements must be met:

- ❑ At the time of origination of the Affordable Second, the Agency's share of appreciation, as a percentage, must not exceed the principal amount of the Affordable Second divided by value, as defined in Section 4203.1 ("the percentage of the Affordable Second"), except as stated below. For example, if the Affordable Second amount is 5% of value, the maximum share of appreciation is 5%.
- ❑ The terms of the Affordable Second may permit the provider a share of appreciation exceeding the percentage of the Affordable Second if all of the following requirements are met:
  - The Agency must not charge interest on the Affordable Second

- The Agency's share of appreciation must not exceed 75%
- The Agency's share of appreciation must be reduced to the percentage of the Affordable Second, or below, within the first five years
- The terms of the Affordable Second must allow the Borrower to recover all of the following before the Agency is able to share in the appreciation:
  - The down payment paid from Borrower Funds
  - Customary costs incurred by the Borrower for selling the property
  - Costs for improvements to the property that were allowed by the Agency or under the Agency's program
  - The payments of principal of the First Lien Mortgage

- **Land Use Restrictions**

  Any Land Use Restrictions included in the Affordable Second documentation must:

  - Be subject to and subordinate to the First Lien Mortgage, and
  - Terminate upon payment in full of the Affordable Second, or
  - Satisfy the requirements of Section 4201.17

- **Financing structure**

  The Affordable Second financing cannot be a HELOC.

- **Documentation requirements**

  The Seller must include a copy of the following documentation for the Affordable Second in the Mortgage file:

  - Note or other evidence of terms for the Affordable Second
  - Settlement/Closing Disclosure Statement that evidences the fees and costs paid by the Borrower at closing in connection with a new Affordable Second
  - For refinance transactions, evidence of subordination of an existing Affordable Second

4204.3: Interested party contributions (03/02/16)

(a) Types of interested party contributions and eligibility requirements

Freddie Mac will purchase Mortgages that include interested party contributions under the terms of the Purchase Documents and this section.

Interested parties include, but are not limited to, the builder, developer, seller of the property and real estate agent.

Interested party contributions may include either financing and/or sales concessions. Freddie Mac considers the following to be interested party contributions:

- Funds from the Seller, originating lender, an employer, a municipality, a nonprofit organization and, except as stated below, a Related Person are subject to the interested party contributions requirements if the contributing party is affiliated with any of the interested parties as stated in the paragraph above

- Funds from an interested party that flow through a third-party organization or a nonprofit agency to the Borrower

- Funds from an interested party, including a third-party organization or a nonprofit agency, used to pay costs associated with the Mortgage transaction on the Borrower's behalf

- Funds that are donated to a third party, which in turn provides the funds to pay some or all of the Borrower's Closing Costs, Financing Costs and/or Prepaids/Escrows

A gift, including a gift of Equity, from a Related Person who is also the seller of the subject property is not subject to the requirements of this section, provided that:

- The Related Person is not, and has no affiliation with, the builder, real estate agent or any other interested party to the transaction and

- All of the requirements pertaining to gifts as stated in Section5501.3 are met.

Funds from Premium Financing may be used by the lender to pay the Borrower's Closing Costs, Financing Costs and Prepaids/Escrows, but may not be used to fund a temporary subsidy buydown plan on a "no cash-out" refinance Mortgage. Funds from Premium Financing are not included in the maximum financing concession limitations below.

If a temporary subsidy buydown plan is involved, the plan also must meet the requirements of Section 4204.4.

Mortgages with abatements (that are funds provided to a lender or third party by an interested party to pay or reimburse in whole or in part a certain number of monthly payments of principal, interest, taxes, insurance and/or other assessments on the Borrower's behalf in

excess of Prepaid/Escrows associated with the Mortgage closing) are not eligible for sale to Freddie Mac.

The payment of no more than 12 months of homeowners association dues by an interested party is not considered an abatement but is considered an interested party contribution, subject to the requirements of this section. The funds for the payment of the homeowners association dues must be collected at closing and transferred directly to the homeowners association, as documented on the Settlement/Closing Disclosure Statement.

(b) Financing concessions

Financing concessions are funds that originate from an interested party to the transaction, as described in 4204.3(a), that are used to:

- Reduce permanently the interest rate on the Mortgage
- Fund a buydown plan to temporarily subsidize the Borrower's monthly payment on the Mortgage (see Section 4204.4)
- Make contributions in any way related to the Mortgage Financing Costs, Closing Costs, or Prepaids/Escrows, including up to 12 months of homeowners association dues

Based on "value" as defined in Section 4203.1, the maximum financing concessions allowed for Mortgages secured by Primary Residences and second homes are:

- 9% of value for Mortgages with loan-to-value (LTV) ratios or, if there is secondary financing, total LTV (TLTV) ratios less than or equal to 75%
- 6% of value for Mortgages with LTV ratios or, if there is secondary financing, TLTV ratios greater than 75% up to and including 90%
- 3% of value for Mortgages with LTV ratios or, if there is secondary financing, TLTV ratios greater than 90%

For Mortgages secured by Investment Properties, the maximum financing concession allowed is 2% of value regardless of the LTV ratio.

The amount of any financing concessions in excess of the limitations set forth above will be considered a sales concession.

Funds paid by the property seller that are fees or costs customarily paid by the property seller according to local convention are not subject to the maximum financing concession limitations above.

(c) Sales concessions

Sales concessions include:

- Financing concessions in excess of the maximum financing concession limitations in Section 4204.3(b)

- Any contributions such as vacations, furniture, automobiles, securities or other give-aways granted by any interested party to the transaction

- Interested party contributions used to reimburse the Borrower for payment of fees charged to process or negotiate a short sale (commonly referred to as short sale processing fees, short sale negotiation fees, buyer discount fees, or short sale buyer fees)

For purposes of determining the value of the Mortgaged Premises pursuant to Section 4203.1, the dollar amount of any excess financing concessions, the value of any contributions and/or the dollar amount of any short sale fee reimbursements granted by an interested party to the transaction must be deducted from the purchase price. The LTV ratio is then calculated using the lower of the reduced purchase price (after the reduction for all sales concessions has been made) or the appraised value of the Mortgaged Premises.

(d) Unplanned buydowns

In calculating the total value of financing concessions, Freddie Mac does not include amounts paid as an "unplanned buydown."

An unplanned buydown is comprised of any funds paid at closing by an interested party to reduce the effective interest rate on the Borrower's Mortgage to a rate closer to or equal to the rate specified in the sales contract. Unplanned buydowns arise from an increase in Mortgage market interest rates between the date of the sales contract and the Note Date. Typically, unplanned buydowns arise in transactions involving properties that are newly constructed. For example, if prevailing interest rates in the Mortgage market rise during construction, the builder may increase the amount of his financing concessions, using funds from his profit margin to maintain the sales contract financing terms.

In order for a financing concession to be considered an unplanned buydown, the following conditions must be met:

- The sale price of the property must be fixed in the sales contract and the transaction must be closed at that price

- The terms of the financing must be specified in the sales contract. The interest rate must be either specified in the contract or sufficiently identified so as to be fixed (for example, prevailing VA rate) in the contract

- The amount paid as an unplanned buydown must have been caused by an increase in Mortgage market interest rates between the date of the sales contract and the Note Date

- Any unplanned buydown that is a temporary subsidy buydown plan must comply with the provisions of Section 4204.4

The following items are not unplanned buydowns and must not exceed the limitations specified in Section 4204.3(b) above:

- Costs and charges to which the property seller agreed in the sales contract

- Costs and charges resulting from financing terms contained in the sales contract that were more favorable to the Borrower than market conditions that existed as of the date of the sales contract

(e) Special documentation requirements

The amount and the source of all interested party contributions must be documented in the Mortgage file and be clearly shown on the Settlement/Closing Disclosure Statement.

Mortgages with interested party contributions paid outside of closing and not disclosed on the Settlement/Closing Disclosure Statement are not eligible for sale to Freddie Mac.

When the Settlement/Closing Disclosure Statement discloses financing concessions that exceed Freddie Mac's limits and an unplanned buydown was involved, the Mortgage file must contain a written analysis and documentation evidencing that the unplanned buydown met each of the conditions in Section 4204.3(d).

For Loan Prospector® Mortgages, the Seller must ensure that the data submitted to Loan Prospector accurately reflects the presence of any financing and sales concessions.

4204.4: Temporary subsidy buydown plans (03/02/16)

Freddie Mac will purchase Mortgages with temporary subsidy buydown plans (buydown plans) under the terms of the Purchase Documents and this section. Buydown plans allow the Borrower to benefit from temporary subsidies of the monthly payment of principal and interest.

(a) Eligibility

Buydown plans are not permitted for Mortgages with the following characteristics:

- 6-month ARMs; 1-year ARMs; and 3/1 ARMs

- Cash-out refinance Mortgages

- "No cash-out" refinance Mortgages with a buydown plan funded from Premium Financing

- Investment Property Mortgages
- Mortgages secured by Manufactured Homes

Home Possible® Mortgages with buydown plans must meet the requirements of this section and Section 4501.5.

For any Mortgage with a buydown plan, the initial interest rate may not be more than three percentage points below the Note Rate. Also, the buydown plan may not extend for more than three years after the first scheduled payment date.

(b) Special underwriting requirements for Limited Buydown Mortgages

For a Limited Buydown Mortgage, the initial interest rate is:

- Temporarily reduced to no more than two percentage points below the Note Rate
- Increased by no more than one percentage point annually for no more than two years

Property Type	Fixed-Rate, 7/1 and 10/1 ARMs, and 7/6-Month and 10/6-Month ARMs	5/1, 3-Year and 5-Year ARMs
1-unit Primary Residence and second home	Yes	Yes
2-unit Primary Residence	Yes	Yes
3- to 4-unit Primary Residence	Yes	No

Borrower qualification:

- For fixed-rate Mortgages, the Borrower must be qualified using monthly payments calculated at the Note Rate
- For ARMs, the Borrower must be qualified using monthly payments calculated in accordance with Section 4401.8
- If reserves are required, the reserves must be calculated using the Note Rate

(c) Special underwriting requirements for Extended Buydown Mortgages

Freddie Mac will purchase Extended Buydown Mortgages with initial interest rates that are:

- Temporarily reduced no more than three percentage points below the Note Rate
- Increased by no more than one percentage point annually for more than two but no more than three years

Property Type	Fixed-Rate, 7/1 and 10/1 ARMs, and 7/6-Month and 10/6-Month ARMs	5/1 and 5-Year ARMs
1-unit Primary Residence and second home	Yes	Yes
2-unit Primary Residence	Yes	Yes
3- to 4-unit Primary Residence	Yes	No

Borrower qualification:

- For fixed-rate Mortgages, the Borrower must be qualified using monthly payments calculated at the Note Rate
- For ARMs, the Borrower must be qualified using monthly payments calculated in accordance with Section 4401.8
- If reserves are required, the reserves must be calculated using the Note Rate

(d) Delivery requirements for Mortgages with a buydown plan

See Section 6302.18 for information on the delivery and pooling requirements for Mortgages with a buydown plan.

(e) Special documentation requirements for Mortgages with buydown plans

(i) Application of buydown funds

The Borrower must agree in writing that the buydown funds in the buydown account will be automatically applied each month to reduce the monthly payment of principal and interest to the extent provided under the subsidy buydown agreement. The buydown

agreement must provide that the Borrower will not be relieved of the obligation to make the full monthly Mortgage payments required by the terms of the Mortgage Note if, for any reason, the buydown funds are not available or the buydown funds are not paid.

The Mortgage file must contain a copy of the executed buydown agreement and must clearly show the Seller's calculations of the total cost of the temporary subsidy buydown, any interested party contribution and the annual percentage increase in the Borrower's monthly principal and interest payment.

(ii) Custodial Account requirements for buydowns

Each subsidy buydown must be fully funded at origination. See Sections 8302.1(b) and 8302.4(b) for Custodial Account requirements for buydown plans.

The buydown agreement must state that the Borrower will not assign, transfer or close the account, or withdraw buydown funds, except as permitted by the terms of the buydown agreement.

(iii) References

No references to the buydown plan are permitted in the Note and Security Instruments.

(iv) Interest rate and monthly payments

The interest rate and monthly payments shown in the Note must be calculated without reference to the temporary buydown subsidy. In no event may the temporary subsidy buydown agreement change the terms of the Note or Mortgage.

(v) Servicing requirements

If the Mortgage is foreclosed, the funds in the buydown account must be used to reduce the Mortgage debt. If the Mortgage is paid in full, the funds must be distributed in accordance with the buydown agreement. If the property is sold and the Mortgage is assumed by the purchaser, the funds may continue to be used to reduce the Mortgage payments under the original terms of the buydown agreement.

4204.5: Shared equity plans (03/02/16)

Freddie Mac does not approve individual shared equity plans. Freddie Mac will, however, consider purchasing Mortgages using such plans if the following requirements are met:

- The Seller must obtain a Mortgage application, financial statements and credit reports for both the Owner-Occupant and owner-investor
- The Freddie Mac credit guidelines are satisfied

- The shared equity plan is a written agreement, a copy of which is retained in the Mortgage file

The Seller warrants the following:

1. A minimum down payment of at least 5% was made by the Owner-Occupant from Borrower Personal Funds as described in Section 5503.1(b)

2. The owner-investor made an additional down payment of at least 5%

3. Both the Owner-Occupant and owner-investor signed the Note and Security Instrument

4. Both the Owner-Occupant and owner-investor are individuals, i.e., not corporations, limited partnerships, partnerships or trusts

5. No agreement requiring sale of the property or buyout of either owner's interest may be in effect within seven years of the date of the Note and Security Instrument

6. The seller of the property or other interested party to the transaction (such as a builder or a real estate broker or agent) is not a party to the agreement

7. The Seller or the Servicer is able to service the Mortgage according to all the requirements of the Guide

Chapter 4205: Government funded, guaranteed or insured Mortgages

4205.1: Section 502 GRH Mortgages (03/02/16)

(a) Overview

Freddie Mac will purchase Section 502 GRH Mortgages in accordance with the provisions of this chapter and the Purchase Documents.

The Seller should be familiar with Freddie Mac's definitions in the Glossary for:

- Section 502 GRH Mortgage
- RHS

The following additional terms apply for purposes of this section:

- **Lender Agreement:** The current RHS Agreement for Participation in Single Family Guaranteed/Insured Loan Programs of the United States Government Lender Agreement — Form RD 1980-16 executed by the Seller
- **Guaranteed Regulations:** The RD Instructions 1980D of Title 7, Part 1980, Subpart D of the Code of Federal Regulations, collectively with the forms, agreements, manuals and other material and documents issued by RHS, as may be modified by RHS from time to time
- **Conditional Commitment:** The current Conditional Commitment for Single Family Housing Loan Guarantee — Form RD 1980-18
- **Lender Record Change:** The current Guaranteed Rural Housing Lender Record Change — Form RD 1980-11
- **Loan Guarantee:** The current RHS guarantee issued on Form RD 1980-17

Each Section 502 GRH Mortgage must be originated in compliance with all of the requirements of the Guaranteed Regulations and the Lender Agreement, unless these requirements are either:

- Modified or waived in writing by RHS, and Freddie Mac has approved those modifications or waivers, or
- Specifically restricted or modified by this chapter

(b) Eligible Mortgages

A Section 502 GRH Mortgage must be:

- An assumable or nonassumable first-lien secured by a Primary Residence
- A purchase transaction or "no cash-out" refinance of existing Section 502 GRH Mortgage
- A 30-year fully amortizing fixed-rate Mortgage that is not a Seasoned Mortgage
- A Non-Loan Prospector Mortgage

Section 502 GRH Mortgages must be sold to Freddie Mac with recourse, within the meaning of Section 6201.7(a).

The Seller must obtain Freddie Mac's written approval, which must be expressly included in the Seller's Purchase Documents, to sell Section 502 GRH Mortgages. The Seller should request this written approval by calling its account manager or (800) FREDDIE.

(c) Loan limits

No Section 502 GRH Mortgage may have an original principal balance in excess of the maximum principal loan amount allowed under the RHS Guaranteed Regulations, or in excess of the maximum loan amounts for conventional Mortgages stated in Section 4203.3, whichever is less. A Section 502 GRH Mortgage may not be a super conforming Mortgage.

(d) Requirements

Each Section 502 GRH Mortgage must comply with the provisions of the Guide, except that if there are Guaranteed Regulations applicable to the following matters, the Guaranteed Regulations will apply:

- Borrower underwriting
- Loan-to-value (LTV) ratios and total LTV (TLTV) ratios
- Sources of funds for down payment, Closing Costs, Financing Costs, Prepaids/Escrows and reserves
- Financing concessions and temporary subsidy buydown plans
- Secondary financing
- Property eligibility
- Title insurance

- Property insurance, and
- Mortgage insurance

Each Section 502 GRH Mortgage must comply with the Guaranteed Regulations for LTV/TLTV ratios, and the LTV/TLTV ratios must not exceed 115%, as calculated under the requirements in Section 4203.2.

(e) Special RHS documentation instructions

- Loan Guarantee

  Freddie Mac will purchase Section 502 GRH Mortgages prior to the receipt of the Loan Guarantee if:

  - RHS has issued its Conditional Commitment and the conditions precedent to the issuance of the Loan Guarantee stated in the Guaranteed Regulations and the Conditional Commitment have been satisfied
  - The Seller has delivered the Guaranteed Loan Closing Report, current Form RD 1980-19, to RHS and has paid the RHS Loan Guarantee fee
  - As of the Delivery Date, the Seller represents and warrants that there is no basis for RHS to fail to issue the Loan Guarantee and that it has not been notified by RHS that the Loan Guarantee has been denied

- Lender Record Change

  The Seller must complete and execute the Lender Record Change and submit it to the appropriate RHS Servicing Office within 15 calendar days after the Delivery Date of each Section 502 GRH Mortgage. For purposes of completing the Lender Record Change, the Seller is the "Selling Lender," Freddie Mac is the "Purchasing (Holding) Lender," and the Seller is the "Lender's Servicing Agent." Freddie Mac's lender identification number is 52-0904874. Leave the "Purchasing Lender Agency Assigned Branch No." blank.

(f) Mortgage file contents

In addition to the documents required in Chapters 3401 and 3301, the Mortgage file for each Section 502 GRH Mortgage must contain:

- A Conditional Commitment
- A Loan Guarantee

- A Lender Record Change

(g) Special Seller warranties

The Seller warrants to Freddie Mac, as of the Delivery Date of each Section 502 GRH Mortgage, that:

- The Seller has obtained a determination from RHS that the Seller is eligible to participate as an originating lender for Section 502 GRH Mortgages
- The Seller has executed the Lender Agreement that is and will remain in full force and effect
- The Loan Guarantee by RHS of the Section 502 GRH Mortgage is in full force and in effect as of the Delivery Date
- The Seller has complied and will continue to comply with the RHS Guaranteed Regulations, the RHS Lender Agreement and all other applicable RHS guidelines, regulations and requirements

(h) Mortgage instruments

If the Section 502 GRH Mortgage is assumable, it must be originated on Mortgage instruments approved by the FHA for FHA-insured assumable fixed-rate Mortgages with all applicable riders and addenda required by FHA.

If a Section 502 GRH Mortgage is not assumable, it must be originated on the then current Fannie Mae/Freddie Mac Uniform Instruments including all applicable riders required in Section 4101.2 for the jurisdiction in which the Mortgaged Premises are located.

For all Section 502 GRH Mortgages, the monthly payment due date stated in the Note must be the first day of the month.

(i) Delivery instructions

See Section 6302.15 for delivery and pooling requirements for Section 502 GRH Mortgages sold to Freddie Mac.

(j) Postsettlement delivery fees (delivery fees)

Assumable and nonassumable Section 502 GRH Mortgages must be sold to Freddie Mac with recourse, within the meaning of Section 6201.7(a). The Seller must refer to Exhibit 19, Postsettlement Delivery Fees, and/or its negotiated terms of business for delivery fees applicable to these Mortgages.

Delivery fees are paid in accordance with the delivery fee provisions stated in Chapter 6303.

4205.2: Home Possible® Mortgages with RHS Leveraged Seconds (03/02/16)

(a) Overview

Freddie Mac will purchase a Home Possible Mortgage with an RHS Leveraged Second in accordance with the provisions of this chapter and the Purchase Documents. Freddie Mac will not purchase the RHS Leveraged Second.

The Seller should be familiar with Freddie Mac's definition in the Glossary for RHS Leveraged Second. The following additional terms apply for the purposes of this section:

- Second Loan Documents are all of the following RHS documents:
  - Promissory Note, Form RD 1940-16 (Rev. 10-96)
  - Real Estate [Deed of Trust] or [Mortgage] for [the State in which the Mortgaged Premises are located], Form RHS 3550-14 (Rev. 10-96)
  - Subsidy Repayment Agreement, Form RD 3550-12 (Rev.10-96)
  - Interest Credit Agreement (Section 502 RHS Loans), Form FmHA 1944-6 (Rev. 12-95), and
  - Agreement with Prior Lienholder, Form FmHA 1927-8 (Rev. 1-92)
- Second Loan Regulations are the provisions applicable to:

  Section 502 direct leveraged Mortgages originated by RHS contained in Part 3550 of Title 7 of the Code of Federal Regulations and the RHS Direct Single Family Housing Loans and Grants Field Service Handbook and Centralized Servicing Center Handbook collectively with the forms, agreements, manuals and other material and documents issued by RHS, as may be modified by RHS from time to time.

(b) Eligible Mortgages

The Home Possible Mortgage purchased by Freddie Mac must be:

- A first-lien, purchase transaction, 30-year fully amortizing fixed-rate Mortgage
- Secured by a 1-unit Primary Residence

Home Possible Advantage℠ Mortgages are not eligible for purchase as Home Possible Mortgages with RHS Leveraged Seconds.

(c) Maximum loan-to-value (LTV) and total LTV (TLTV) ratio limits

The maximum LTV ratio of the Home Possible Mortgage is 50% and the maximum TLTV ratio, including the RHS Leveraged Second and all other secondary financing, is the lesser of 95% or the maximum allowed under the second loan regulations.

(d) RHS requirements

The Seller must comply with all Freddie Mac requirements for Home Possible Mortgages. Freddie Mac may allow the Borrower underwriting and qualification flexibilities with Home Possible Mortgages that are not permitted for the first Mortgage under the Second Loan Regulations. In the following areas, the Seller must comply with the provisions of the Second Loan Regulations pertaining to the first Mortgage even in situations where the underwriting and qualification requirements for Home Possible Mortgages are more flexible.

- Temporary subsidy buydown plans
- Maximum allowable qualifying ratios
- Borrower income limits
- Amount and source of funds for the down payment, Closing Costs and Prepaids/Escrows
- Borrower reserves
- Rural designation as defined by RHS
- Property inspection
- Homeownership education

Financing concessions, if used as a source of funds, must be limited to such Closing Costs and Prepaids/Escrows as are customary in the market where the Mortgaged Premises are located.

(e) Additional documentation

In addition to documentation required for the Home Possible Mortgage, the Mortgage file must contain:

- A Borrower's Certification of Eligibility, Form RD 1944.59 (Rev. 10-96)
- Copies of the executed Second Loan Documents and any other documents executed by the Borrower in connection with the RHS Leveraged Second

(f) Special Seller warranties

The Seller warrants that the RHS Leveraged Second:

- Has been closed and all proceeds advanced to the Borrower or at the Borrower's designation, prior to the Delivery Date of the Home Possible Mortgage
- At all times after the Note Date of the Home Possible Mortgage, the debt obligation and lien or other restriction on the Mortgaged Premises, of the RHS Leveraged Second and any recorded Second Loan Document are subordinate to the Home Possible Mortgage
- Was originated on the Second Loan Documents. Any changes or modifications to the Second Loan Documents must be approved by Freddie Mac.
- Was originated by RHS pursuant to the Second Loan Regulations in effect on the closing date of the RHS Leveraged Second. Any waivers or modifications to the RHS Second Loan Regulations with respect to an individual Borrower must be approved by Freddie Mac.
- Was originated by a Seller approved by RHS

In addition, the Borrower must be underwritten and approved by the RHS Field Office for the RHS Leveraged Second.

(g) Delivery instructions

See Section 6302.14 for delivery and pooling requirements for Home Possible Mortgages with RHS Leveraged Seconds sold to Freddie Mac.

(h) Postsettlement delivery fees (delivery fees)

The Seller must refer to Exhibit 19, Postsettlement Delivery Fees, for information on delivery fees for a Home Possible Mortgage with an RHS Leveraged Second. Delivery fees are paid in accordance with the delivery fee provisions stated in Chapter 6303.

See Section 4501.14 for information regarding delivery fees applicable to Home Possible Mortgages.

4205.3: Section 184 Native American Mortgages (03/02/16)

(a) Overview

Freddie Mac will purchase Section 184 Native American Mortgages in accordance with the provisions of this chapter and the Purchase Documents.

The Seller should be familiar with Freddie Mac's definition in the Glossary for Section 184 Native American Mortgages. Additionally, the following terms apply for purposes of this section:

- An Indian is any person recognized as being Indian or Alaska Native by an Indian Tribe, the federal government or any State and includes the term "Native American"

- An Indian Tribe is any Indian or Alaska Native tribe, band, rancheria, colony, pueblo, nation or other organized group or community of Indians or Alaska Natives recognized as eligible for services provided to Indians or Alaska Natives by the U.S. Secretary of the Interior because of its status as such an entity, or that is an eligible recipient under Chapter 67 of Title 31, of the U.S. Code

- The Section 184 Regulations are the Indian Housing Loan Guarantee Program Processing Guidelines, dated February 2003, collectively with the forms, agreements, manuals and other material and documents issued by HUD, and as may be modified in writing by HUD from time to time

(b) Eligible Mortgages and ineligible Mortgages

Each Section 184 Native American Mortgage must:

- Be a first-lien, purchase transaction, 15-, 20- or 30-year fully amortizing, assumable, fixed-rate Mortgage

- Have an original UPB within the maximum loan amount allowed under the Section 184 Regulations, or the maximum loan amount for conventional Mortgages stated in Section 4203.3, whichever is less

- Be a Non-Loan Prospector Mortgage

Each Section 184 Native American Mortgage must not be:

- A Seasoned Mortgage

- Originated in connection with other FHA/VA programs, such as Section 203(k) of the National Housing Act

- A super conforming Mortgage

Each Section 184 Native American Mortgage must be: sold to Freddie Mac with recourse, within the meaning of Section 6201.7(a).

The Seller must obtain Freddie Mac's approval to sell Section 184 Native American Mortgages. The Seller should request this approval by calling its account manager or (800) FREDDIE.

(c) Compliance with Freddie Mac's requirements

Each Section 184 Native American Mortgage must comply with the provisions of the Guide, except that if there are Section 184 Regulations applicable to the following matters, the Section 184 Regulations apply:

- Eligible Borrowers
- Borrower underwriting
- Loan-to-value (LTV) ratio and total LTV (TLTV) ratio
- Source of funds for the down payment, Closing Costs and Prepaids/Escrows
- Reserves
- Secondary financing
- Temporary subsidy buydown plans
- Interested party contributions
- Appraisals
- Mortgage and property insurance
- Mortgage instruments

(d) Title status report

When the title to the Mortgaged Premises is an unrestricted fee simple, the provisions of Chapter 4702 apply. When title to the Mortgaged Premises is other than unrestricted fee simple, the Seller must obtain a title status report and any other documentation required by the Section 184 Regulations. The Seller must record the Security Instrument, and all other Mortgage documents required to be recorded, in accordance with the terms of the Section 184 Regulations.

(e) Mortgage file documentation

In addition to the documents required by Chapters 3401 and 3301, the Mortgage file must contain the following documents:

- Documentation of the land status and court system that has jurisdiction over the property
- The Indian Loan Guarantee Certificate (HUD Form 53039)

(f) Special Seller warranties

The Seller represents and warrants with respect to each Section 184 Native American Mortgage that:

- The HUD guarantee on each Section 184 Native American Mortgage is in full force and effect as of the Delivery Date and will not be canceled while Freddie Mac has an ownership interest in the Mortgage
- Each Section 184 Native American Mortgage was originated in compliance with all the requirements of the Section 184 Regulations, unless those requirements were modified or waived in writing by HUD and the Bureau of Indian Affairs and Freddie Mac approved the modifications and waivers
- The Borrower's Indian Tribe received authorization from HUD to participate in the Mortgage loan program described in the Section 184 Regulations and adopted, and is enforcing, a legal and administrative framework and procedures for foreclosure, evictions, establishing priority of liens and leasing, that meets the requirements of the Section 184 Regulations
- The HUD guarantee fee was paid
- The Seller received the Indian Loan Guarantee Certificate (HUD Form 53039) endorsed for guarantee by an authorized agent of the Assistant Secretary for Public and Indian Housing

(g) Delivery instructions

See Section 6302.13 for delivery and pooling requirements for Section 184 Native American Mortgages sold to Freddie Mac.

(h) Postsettlement delivery fees (delivery fees)

Each Section 184 Native American Mortgage must be sold to Freddie Mac with recourse, within the meaning of Section 6201.7(a). The Seller should refer to Exhibit 19, Postsettlement Delivery Fees, and/or their negotiated terms of business for delivery fees applicable to these Mortgages.

Delivery fees are paid in accordance with the delivery fee provisions stated in Chapter 6303.

4205.4: FHA/VA Mortgages (03/02/16)

(a) General requirements

FHA/VA Mortgages eligible for purchase must have the following characteristics:

- Each Mortgage is a fixed-rate, level payment, fully amortizing, first-lien FHA Mortgage or VA Mortgage
- No graduated-payment Mortgages, ARMs, super conforming Mortgages, Home Improvement Loans, Multifamily Mortgages or Second Mortgages may be delivered
- Each Mortgage meets all requirements applicable to the program under which it is insured or guaranteed
- Each Mortgage meets the requirements set forth in the Guide, except to the extent that (i) the requirements of the Guide are inconsistent with the requirements of the program under which the Mortgage is insured or guaranteed or (ii) the requirements of the Guide are specifically modified by this chapter
- Each Mortgage is sold to Freddie Mac with recourse, within the meaning of Section 6201.7(a)
- See Section 6302.12 for delivery and pooling requirements for FHA/VA Mortgages sold to Freddie Mac

The Seller must file a Mortgage Record Change (Form HUD-92080) with HUD to report the sale of an FHA Mortgage and provide HUD with required information on the Seller or selling mortgagee, on Freddie Mac or purchase or holding mortgagee, and on the Servicer. The HUD Mortgagee number for Freddie Mac is 92304-0999-4.

The Seller must obtain Freddie Mac's approval before selling FHA/VA Mortgages to Freddie Mac by calling either its Freddie Mac representative or (800) FREDDIE.

(b) Additional requirements

Notwithstanding any requirements applicable to the program under which an FHA/VA Mortgage is insured or guaranteed:

- No Mortgage may have an original maturity in excess of 30 years
- No FHA Mortgage may have an original principal balance in excess of the maximum principal amount as determined under the National Housing Act or in excess of the maximum loan amounts for conventional Mortgages in Section 4203.3, whichever is less
- The original principal balance of a VA Mortgage may not exceed the maximum loan amount for a conventional 1-unit Home Mortgage as described in Section 4203.3

- Each Mortgage must be covered by a paid-up Mortgage title insurance policy written by a title insurer and in a form acceptable to the Secretary of HUD or the VA Administrator, as applicable. Such policy may not be subject to any exceptions other than those previously approved by the Secretary of HUD or the VA Administrator. The protection and benefits of such policy in the amounts required by HUD and the VA must run to Freddie Mac and to the Secretary of HUD or the VA Administrator, as applicable. With respect to any FHA Mortgage on a property formerly held by HUD, a title insurance policy is not required if the Secretary of HUD is obligated to:

  - Waive any objection to title by reason of any lien or other adverse interest that was senior to the FHA Mortgage on the date such FHA Mortgage was filed for record, or

  - Accept an assignment of the FHA Mortgage if the mortgagee is unable to complete foreclosure because of a defect in the FHA Mortgage instrument, a defect in the FHA Mortgage transaction or a defect in the title which existed at or before the time the FHA Mortgage was filed for record

Prior encumbrances on the Mortgaged Premises are not acceptable unless such encumbrances were previously approved by the FHA or VA and, as determined by Freddie Mac, do not detract from the value of the Mortgaged Premises or affect the First Lien priority or the marketability of the Mortgage or the Mortgaged Premises.

Notwithstanding any requirements applicable to Mortgages generally under the Guide, the following classes of requirements do not apply to FHA or VA Mortgages offered for sale to Freddie Mac:

- Property appraisal
- Credit underwriting
- Mortgage insurance
- Owner-occupancy

All Mortgages must be originated on Mortgage instruments approved by the FHA or the VA, as applicable.

Notwithstanding the modification made in this section with respect to the document delivery requirements of the Guide, the Seller must submit such other documents as Freddie Mac may request for any FHA or VA Mortgage delivered pursuant to the Purchase Documents.

(c) Mortgage file requirements

In addition to the documentation specified in the Guide, the Mortgage file retained by the Seller for FHA/VA Mortgages must contain the following documents:

- The Mortgage application of the original Borrower and, if available and applicable, that of the current Borrower

The credit report on the original Borrower and, if available and applicable, on the current Borrower

- The original FHA or VA commitment and, if available and applicable, the FHA Escrow Commitment Certificate and related documents
- With respect to VA Mortgages, the VA Certificate of Reasonable Value
- The FHA Mortgage Insurance Certificate or VA Loan Guaranty Certificate, as applicable
- Any other documents that are required to be retained by federal or State laws, statutes or regulations

(d) Special Seller warranties

For all FHA/VA Mortgages, the Seller further represents and warrants that:

- The FHA insurance or the VA guaranty is in full force and effect as of the Delivery Date
- The Seller has complied and will continue to comply with all applicable FHA and/or VA guidelines, regulations and requirements including, but not limited to, those relating to loan origination and Servicing

(e) Postsettlement delivery fees (delivery fees)

Each FHA/VA Mortgage must be sold to Freddie Mac with recourse, within the meaning of Section 6201.7(a). The Seller should refer to Exhibit 19, Postsettlement Delivery Fees, and/or their negotiated terms of business for delivery fees applicable to these Mortgages.

Delivery fees are paid in accordance with the delivery fee provisions stated in Chapter 6303.

4205.5: Mortgage previously sold to the Government National Mortgage Association (GNMA) (03/02/16)

A Mortgage previously sold to the Government National Mortgage Association (GNMA) and repurchased from GNMA, or a Mortgage on which a GNMA price differential has been paid, is eligible for purchase by Freddie Mac, provided it meets all of the requirements of the Purchase Documents at the time it is offered for sale to Freddie Mac.

Chapter 4301: Refinance Mortgages

4301.1: Refinance Mortgages (03/02/16)

A refinance Mortgage is either:

1. A Mortgage the proceeds of which are used to pay off an existing Mortgage or Mortgages secured by the Mortgaged Premises with the cancellation of the existing promissory note(s) and the execution of a new promissory note and a new Security Instrument, or

2. A Mortgage secured by Mortgaged Premises previously owned free and clear by the Borrower

A Mortgage the proceeds of which are used to pay off an Interim Construction Financing must meet requirements of Chapter 4602 for Construction Conversion and Renovation Mortgages, including, but not limited to, how the transaction type (purchase or refinance) is determined.

Freddie Mac will purchase refinance Mortgages under the terms of the Purchase Documents and this chapter.

Freddie Mac offers three types of refinance Mortgages:

- A “no cash-out” refinance

- A cash-out refinance

- A special purpose cash-out refinance

Within these types, Freddie Mac has special requirements for refinancing certain Mortgages currently owned by Freddie Mac.

4301.2: General requirements for all refinance Mortgages (03/02/16)

For all refinance Mortgages:

- The refinance Mortgage must comply with Section 4203.4

- When an existing Mortgage will be satisfied as a result of a refinance transaction, one of the following requirements must be met:

- At least one Borrower on the refinance Mortgage was a Borrower on the Mortgage being refinanced; or

- At least one Borrower on the refinance Mortgage held title to and resided in the Mortgaged Premises as a Primary Residence for the most recent 12-month period and the Mortgage file contains documentation evidencing that the Borrower, either:

  - Has been making timely Mortgage payments, including the payments for any secondary financing, for the most recent 12-month period; or

  - Is a Related Person to a Borrower on the Mortgage being refinanced; or

- At least one Borrower on the refinance Mortgage inherited or was legally awarded the Mortgaged Premises (for example), in the case of divorce, separation or dissolution of a domestic partnership)

A Living Trust may be made irrevocable by a Settlor's death. To be an eligible Borrower at the time of the refinance transaction, the Borrower must continue to be a Living Trust that meets Freddie Mac's revocability and, as applicable, other eligibility requirements.

A Restructured Mortgage may only be sold to Freddie Mac through a negotiated sales transaction through our bulk sales unit.

In addition, a refinance Mortgage that exceeds the thresholds under the Home Ownership and Equity Protection Act of 1994 and its implementing regulations is ineligible for purchase by Freddie Mac.

See Section 6302.16 for delivery and pooling requirements for refinance Mortgages sold to Freddie Mac.

4301.3: Refinance practices (03/02/16)

(a) Allowable refinance practices

A Seller/Servicer may present refinance or payoff information to any Borrower who requests such information. A Seller/Servicer may also conduct broad-based refinance advertising, telephone or other campaigns directed at broad categories of Borrowers such as:

- All Borrowers who have Mortgages in the Servicing portfolio (including those Mortgages owned by the Servicer as well as those it services for others)

- All Borrowers who have Mortgage coupons above a certain level

- All Borrowers who have certain Mortgage products, such as conventional fixed-rate Mortgages or ARMs

- All Borrowers whose Mortgages are secured by Mortgaged Premises located in certain geographical areas

(b) Unacceptable refinance practices

In advertising or implementing refinance terms, a Seller/Servicer may not intentionally target Freddie Mac-owned Mortgages. A Seller/Servicer also may not segregate Mortgages in its own portfolio from those sold to Freddie Mac for different treatment in terms of refinance advertising, offers or practices.

A Seller may not deliver any Mortgage to Freddie Mac obtained from a Mortgage Broker or Correspondent if the Seller has knowledge or reason to believe that the Mortgage Broker or Correspondent, as the case may be, has received an application to refinance or has agreed to refinance the Mortgage (even if the agreement is not in writing). It is likewise unacceptable to sell or deliver a Mortgage to Freddie Mac if the Seller has knowledge or reason to believe that the Borrower has entered into, or has agreed to enter into, a refinancing arrangement (even if the agreement is not in writing).

Freddie Mac expects the Seller/Servicer to monitor the prepayment levels of its Mortgages, particularly refinance Mortgages. If the Seller/Servicer becomes aware of circumstances likely to result in unusually high prepayment rates on Mortgages purchased from it by Freddie Mac, it must notify its Freddie Mac Account Manager immediately. If requested to do so by Freddie Mac, the Seller/Servicer is obligated to cooperate fully and promptly with Freddie Mac personnel and to provide adequate information in trying to determine the reason and a solution for any such high prepayment rates. Freddie Mac reserves the right to initiate on its own an investigation of high prepayment rates of a particular Seller/Servicer.

A Seller/Servicer must incorporate adequate controls in its origination and refinancing procedures to prevent unacceptable refinance practices by the Seller/Servicer or any of its Mortgage Brokers and Correspondents.

A Seller may not sell or deliver a Mortgage to Freddie Mac without full and accurate disclosure of all material information about the Mortgage (see Sections 6201.16, 4201.1, 4201.13 and 8101.8). Any information related to refinancing or proclivity for refinancing is considered material information to Freddie Mac. A Seller/Servicer that has any questions about compliance with Freddie Mac requirements should contact its Freddie Mac Account Manager (or other designated Freddie Mac personnel) to ensure compliance with Freddie Mac's requirements and to facilitate full and accurate disclosure of all pertinent information.

A Seller/Servicer that (i) engages in unacceptable refinance practices, (ii) knowingly sells or delivers Mortgages to Freddie Mac from Mortgage Brokers or Correspondents it knew, or should have known, were engaging in unacceptable refinance practices, or (iii) fails to maintain proper controls for such Mortgages being sold or delivered to Freddie Mac, will be subject to any or all of the remedies available to Freddie Mac at law or in equity and pursuant to this Guide and relevant Purchase Documents. Those remedies include, but are not limited

to, disqualification, suspension and/or requiring the Seller/Servicer to make Freddie Mac whole for losses, including losses associated with repurchases at par for Mortgages purchased at premium prices and/or losses associated with claims made by security investors. With respect to claims by such investors, the disposition of such claims is solely within the discretion of Freddie Mac.

When a Seller originates a cash-out refinance Mortgage or a purchase transaction Mortgage with the intention of refinancing that Mortgage as a "no cash-out" refinance Mortgage prior to sale to Freddie Mac, the "no cash-out" refinance Mortgage is ineligible for sale to Freddie Mac.

4301.4: "No cash-out" refinance Mortgages (03/02/16)

A "no cash-out" refinance Mortgage must meet the applicable requirements in Sections 4301.2 and 4203.4.

A "no cash-out" refinance Mortgage is a Mortgage for which the proceeds may be used only to:

- Pay off the first, regardless of its age; for Construction Conversion Mortgages and Renovation Mortgages, the amount of the Interim Construction Financing secured by the Mortgaged Premises is considered an amount used to pay off the first Mortgage
- Pay off any junior liens secured by the Mortgaged Premises, that were used in their entirety to acquire the subject property
- Pay related Closing Costs, Financing Costs and Prepaids/Escrows
- Disburse cash out to the Borrower (or any other payee) not to exceed 2% of the new refinance Mortgage or $2,000, whichever is less
- Pay off the outstanding balance of a land contract or contract for deed if the requirements in Section 4404.1 are met

In the event there are remaining proceeds from the "no cash-out" refinance Mortgage after the proceeds are applied as described above:

- The Mortgage amount must be reduced, or
- The excess amount must be applied as a principal curtailment to the new refinance Mortgage at closing and must be clearly reflected on the Settlement/Closing Disclosure Statement.

Under no circumstances may cash disbursed to the Borrower (or any other payee) exceed the maximum permitted for "no cash-out" refinance Mortgages.

(a) Secondary financing

The Borrower is not required to satisfy outstanding junior liens secured by the Mortgaged Premises, provided that the junior lien meets the requirements of Section 4204.1 and/or 4204.2, as applicable.

(b) Special documentation requirements

If a junior lien was paid off as part of the "no cash-out" refinance transaction, the Seller must maintain documentation in the Mortgage file demonstrating that the full amount of the lien was used for the purchase of the subject property.

(c) Special requirements for Freddie Mac–owned "no cash-out" refinance Mortgages

If the Mortgage being refinanced is a First Lien, conventional Mortgage currently owned by Freddie Mac in whole or in part or securitized by Freddie Mac, the "no cash-out" refinance Mortgage may be eligible for higher loan-to-value (LTV)/total LTV (TLTV)/Home Equity Line of Credit (HELOC) TLTV (HTLTV) ratios as provided in Section 4203.4, provided that the requirements of this section and Section 4301.2, as applicable, are met and:

- The proceeds of the new refinance Mortgage may not pay off a junior lien secured by the Mortgaged Premises, and
- Proof of the Freddie Mac loan number of the existing Mortgage is provided in the Mortgage file.

Super conforming Mortgages that are Freddie Mac-owned "no cash-out" refinance Mortgages are not eligible for the higher LTV/TLTV/HTLTV ratios permitted by this section.

(d) Delivery and pooling

See Section 6302.16 for delivery and pooling requirements for "no cash-out" refinance Mortgages.

See Section 6302.35 for delivery and pooling requirements if a principal curtailment is applied to the "no cash-out" refinance Mortgage at closing.

4301.4: "No cash-out" refinance Mortgages (Future effective date 03/28/16)

A "no cash-out" refinance Mortgage must meet the applicable requirements in Sections 4301.2 and 4203.4.

A "no cash-out" refinance Mortgage is a Mortgage for which the proceeds may be used only to:

- Pay off the first, regardless of its age; for Construction Conversion Mortgages and Renovation Mortgages, the amount of the Interim Construction Financing secured by the Mortgaged Premises is considered an amount used to pay off the first Mortgage

- Pay off any junior liens secured by the Mortgaged Premises, that were used in their entirety to acquire the subject property
- Pay related Closing Costs, Financing Costs and Prepaids/Escrows
- Disburse cash out to the Borrower (or any other payee) not to exceed 2% of the new refinance Mortgage or $2,000, whichever is less
- Pay off the outstanding balance of a land contract or contract for deed if the requirements in Section 4404.1 are met

In the event there are remaining proceeds from the "no cash-out" refinance Mortgage after the proceeds are applied as described above:

- The Mortgage amount must be reduced, or
- The excess amount must be applied as a principal curtailment to the new refinance Mortgage at closing and must be clearly reflected on the Settlement/Closing Disclosure Statement.

Under no circumstances may cash disbursed to the Borrower (or any other payee) exceed the maximum permitted for "no cash-out" refinance Mortgages.

(a) Secondary financing

The Borrower is not required to satisfy outstanding junior liens secured by the Mortgaged Premises, provided that the junior lien meets the requirements of Section 4204.1 and/or 4204.2, as applicable.

(b) Special documentation requirements

If a junior lien was paid off as part of the "no cash-out" refinance transaction, the Seller must maintain documentation in the Mortgage file demonstrating that the full amount of the lien was used for the purchase of the subject property.

(c) Special requirements for Freddie Mac–owned "no cash-out" refinance Mortgages

If the Mortgage being refinanced is a First Lien, conventional Mortgage currently owned by Freddie Mac in whole or in part or securitized by Freddie Mac, the "no cash-out" refinance Mortgage may be eligible for higher loan-to-value (LTV)/total LTV (TLTV)/Home Equity Line of Credit (HELOC) TLTV (HTLTV) ratios as provided in Section 4203.4, provided that the requirements of this section and Section 4301.2, as applicable, are met and:

- The proceeds of the new refinance Mortgage may not pay off a junior lien secured by the Mortgaged Premises, and
- Proof of the Freddie Mac loan number of the existing Mortgage is provided in the Mortgage file.

(d) Delivery and pooling

See Section 6302.16 for delivery and pooling requirements for "no cash-out" refinance Mortgages.

See Section 6302.35 for delivery and pooling requirements if a principal curtailment is applied to the "no cash-out" refinance Mortgage at closing.

4301.5: Cash-out refinance Mortgages (03/02/16)

A cash-out refinance Mortgage must meet the applicable requirements in Sections 4203.4and 4301.2.

A cash-out refinance Mortgage must be an Accept Mortgage, an A-minus Mortgage or a Manually Underwritten Mortgage with a minimum Indicator Score set forth in Exhibit 25, Mortgages with Risk Class and/or Minimum Indicator Score Requirements, to be eligible for delivery.

A cash-out refinance Mortgage is a Mortgage in which the use of the loan amount is not limited to specific purposes.

A Mortgage placed on a property previously owned free and clear by the Borrower is always considered a cash-out refinance Mortgage.

At least one Borrower must have been on the title to the subject property for at least six months prior to the Note Date, except as specified below.

If none of the Borrowers have been on the title to the subject property for at least six months prior to the Note Date of the cash-out refinance Mortgage, the following requirement(s) must be met:

- At least one Borrower on the refinance Mortgage inherited or was legally awarded the subject property (for example, in the case of divorce, separation or dissolution of a domestic partnership)

OR, all of the following:

- The Settlement/Closing Disclosure Statement from the purchase transaction must reflect that no financing secured by the subject property was used to purchase the subject property. If the Mortgage has an Application Received Date prior to October 3, 2015, the Settlement/Closing Disclosure Statement must be an executed version. A recorded trustee's deed or equivalent documentation may be used when a Settlement/Closing Disclosure Statement was not used for the purchase transaction.

- The preliminary title report for the refinance transaction must reflect the Borrower as the owner of the subject property and must reflect that there are no liens on the property

- The source of funds used to purchase the subject property must be fully documented

- If funds were borrowed to purchase the subject property, those funds must be repaid and reflected on the Settlement/Closing Disclosure Statement for the refinance transaction

- The amount of the cash-out refinance Mortgage must not exceed the sum of the original purchase price and related Closing Costs, Financing Costs and Prepaids/Escrows as documented by the Settlement/Closing Disclosure Statement for the purchase transaction, less any gift funds used to purchase the subject property. A recorded trustee's deed or equivalent documentation may be used when a Settlement/Closing Disclosure Statement was not used for the purchase transaction.

- There must have been no affiliation or relationship between the buyer and seller of the purchase transaction

(a) Postsettlement delivery fees (delivery fees) for cash-out refinance Mortgages

A special delivery fee will be assessed and billed to the Seller in conjunction with the sale of certain cash-out refinance Mortgages. The Seller must refer to Exhibit 19, Postsettlement Delivery Fees, for information on the Cash-Out Refinance Mortgages Indicator Score/Loan-to-Value delivery fee and other delivery fees. Delivery fees are paid in accordance with the delivery fee provisions outlined in Chapter 6303.

(b) Delivery and pooling

See Section 6302.16 for delivery and pooling requirements for cash-out refinance Mortgages.

4301.6: Special purpose cash-out refinance Mortgages (03/02/16)

A cash-out refinance Mortgage where the owner of a property uses the proceeds of the refinance transaction to buy out the equity of a co-owner is a special purpose cash-out refinance Mortgage. A special purpose cash-out refinance Mortgage must meet the applicable requirements of Section 4301.2, the loan-to-value (LTV)/total LTV (TLTV)/Home Equity Line of Credit (HELOC) TLTV (HTLTV) ratio requirements for cash-out refinance Mortgages in Sections 4203.4, 5703.3, and 4603.3, and the minimum Indicator Score requirements in Exhibit 25, Mortgages with Risk Class and/or Minimum Indicator Score Requirements.

The loan amount of a special purpose cash-out refinance Mortgage is limited to amounts used to buy out the equity of the co-owner, which may include:

- Paying off the first Mortgage, regardless of age

- Paying off junior liens secured by the Mortgaged Premises
- Paying related Closing Costs, Financing Costs and Prepaids

In addition, the following conditions must be met:

- The Borrower and the co-owner receiving the buy-out proceeds must have jointly owned the property for a minimum of 12 months prior to the initial loan application (parties who inherited an interest in the property are exempt from this requirement)
- The Borrower and the co-owner receiving the buy-out proceeds must provide evidence that they occupied the subject property as their Primary Residence (parties who inherited an interest in the property are exempt from this requirement)
- The Borrower and the co-owner receiving the buy-out proceeds must provide a written agreement, signed by all parties, stating the terms of the property transfer and the disposition of the proceeds from the refinancing transaction
- The Borrower who retains sole ownership of the property may not receive any of the proceeds from the refinance transaction

(a) Secondary financing

The Borrower is not required to satisfy outstanding junior liens secured by the Mortgaged Premises provided that the junior lien meets the requirements of Section 4204.1 and/or 4204.2, as applicable.

(b) Special documentation requirements

The Seller must retain the following in the Mortgage file:

- Documentation evidencing that the Borrower and the co-owner jointly occupied the Mortgaged Premises as their Primary Residence, if applicable
- A copy of the written agreement stating the terms of property transfer and the disposition of the refinance proceeds

(c) Postsettlement delivery fees (delivery fees)

The cash-out refinance delivery fee indicated on Exhibit 19, Postsettlement Delivery Fees, will not be assessed or billed to a Seller for a special purpose cash-out refinance Mortgage.

(d) Delivery and pooling

See Section 6302.16 for delivery and pooling requirements for special purpose cash-out refinance Mortgages.

4301.7: Texas Equity Section 50(a)(6) Mortgages (03/02/16)

(a) Eligibility to sell and service Texas Equity Section 50(a)(6) Mortgages

Unless otherwise notified in writing, Sellers are eligible to deliver Texas Equity Section 50(a)(6) Mortgages.

The Servicer must be eligible to service Texas Equity Section 50(a)(6) Mortgages in accordance with Section 8101.5 and related Servicing provisions.

(b) Eligible Mortgages

Texas Equity Section 50(a)(6) Mortgages must have the following characteristics:

- 15-, 20- or 30-year terms
- First Lien
- Fixed interest rate, fully amortizing, with a level payment
- Conventional whole Mortgages

Texas Equity Section 50(a)(6) Mortgages may not be ARMs.

A Texas Equity Section 50(a)(6) Mortgage must be one of the following, depending on the applicable facts:

- A cash-out refinance Mortgage, as described in Section 4301.5, or
- A "no cash-out" refinance Mortgage as described in Section 4301.4

A Texas Equity Section 50(a)(6) Mortgage may not be a special purpose cash-out refinance Mortgage.

The generally accepted commercial terms used to describe Mortgages originated under Article XVI of the Texas Constitution ("cash-out refinance," "rate-term refinance") may not correspond to the meaning given the same or comparable terms when used in Chapter 4301. Sellers must understand the distinctions between Freddie Mac's refinance definitions in Chapter 4301 and the provisions of Section 50(a)(6) and determine when Section 50(a)(6) applies, regardless of the definitions of cash-out and "no cash out" refinance transactions used in Chapter 4301.

The Seller is responsible for determining whether the proposed refinance of a Mortgage secured by the Borrower's homestead in the State of Texas is a Mortgage that must be originated pursuant to Section 50(a)(6) of Article XVI of the Texas Constitution.

(c) Mortgaged Premises; appraisal; fair market value

Each Mortgage must be secured by a Mortgaged Premises that is:

- A 1-unit Primary Residence
- Located in the State of Texas
- The Borrower's homestead, and
- A residential property, not a farm, ranch or used for any agricultural purposes

A Living Trust that meets the eligibility requirements of Section 5303.2 may be a Borrower for a Texas Equity Section 50(a)(6) Mortgage if the Living Trust meets the requirements for a "qualifying trust" under Texas law for purposes of owning residential property that qualifies for the homestead exemption.

The Seller must provide an appraisal that meets Freddie Mac requirements and complies with Section 50(a)(6)(Q)(ix) and Section 50(h) of Article XVI of the Texas Constitution.

The Seller and the owner of the homestead must execute a written acknowledgment of the "fair market value" of the homestead property as of the date the extension of credit is made. The appraisal report must be attached to the acknowledgment.

(d) LTV and TLTV Ratios

The maximum loan-to-value (LTV) and total LTV (TLTV) ratios for Texas Equity Section 50(a)(6) Mortgages must not exceed 80% and must be lower if necessary to comply with the provisions of Sections 4203.4 and 4301.4 for "no cash out" and cash out refinances, as applicable.

(e) Texas Equity Uniform Instruments and other documents

Texas Equity Section 50(a)(6) Mortgages must be originated using the most recent version of the following special Fannie Mae/Freddie Mac Texas Home Equity Uniform Instruments:

(i) Security Instrument
Texas Home Equity Security Instrument (Texas Equity - First Lien) Fannie Mae/Freddie Mac UNIFORM INSTRUMENT Form 3044.1 01/01 (rev. 10/03)

(ii) Note

Texas Home Equity Note (Texas Equity - Fixed Rate - First Lien) Fannie Mae/Freddie Mac UNIFORM INSTRUMENT Form 3244.1 01/01 (rev. 10/03)

(iii) Borrower Affidavit

Texas Home Equity Affidavit and Agreement (Texas Equity - First Lien) Fannie Mae/Freddie Mac UNIFORM INSTRUMENT Form 3185 01/01 (rev. 12/07). The

affidavit must be recorded together with the Security Instrument and any applicable riders.

(iv) Condominium Rider

Texas Home Equity Condominium Rider (Texas Equity - First Lien) Fannie Mae/Freddie Mac UNIFORM INSTRUMENT Form 3140.44 01/01, if the property is a Condominium Unit

(v) Planned Unit Development (PUD) Rider

Texas Home Equity Planned Unit Development Rider (Texas Equity - First Lien) Fannie Mae/Freddie Mac UNIFORM INSTRUMENT Form 3150.44 01/01, if the property is in a PUD

Seller may access the Fannie Mae/Freddie Mac Texas Home Equity Uniform Instruments via the Internet at **http://www.freddiemac.com/singlefamily/guide/?tab=2&tog**.

The Seller must prepare, obtain and/or provide any and all other documentation that the Seller determines is necessary to originate Texas Equity Section 50(a)(6) Mortgages in compliance with all applicable laws.

(f) Special representations and warranties

Seller represents and warrants that:

1. Neither the Seller nor its Correspondents or Mortgage Brokers has been found by any federal regulatory agency to have engaged in the practice of refusing to make loans because the applicants for the loans reside in a certain area or the property proposed to secure the loans is located in a certain area

2. All refinance Mortgages that fall within the provisions of Section 50(a)(6) of the Article XVI of the Texas Constitution have been originated as Texas Equity Section 50(a)(6) Mortgages and comply with Section 50(a)(6) of Article XVI and related provisions of the Texas Constitution, as amended, and all other applicable laws

   In connection with this representation and warranty, Freddie Mac recommends that the Seller obtain advice from Texas legal counsel that confirms that the Seller's lending and servicing policies, procedures, and practices are in compliance with Section 50(a)(6) of Article XVI of the Texas Constitution, all other applicable Texas Constitutional provisions, statutes, court decisions, regulations and rules and applicable State and federal law.

3. The estate or interest in the Mortgaged Premises is vested in the Borrower. There is no defect in the Borrower's title to the Mortgaged Premises

4. The Mortgage is a valid and enforceable First Lien on the Mortgaged Premises

(g) Specific remedies

Any action taken, or not taken, in connection with the origination of a Texas Equity Section 50(a)(6) Mortgage that results in any of the following (even if such action is a result of lender's effort to cure a failure to comply with the provision of the Section 50(a)(6)) is a breach of the representations and warranties in this Section 4301.7 and Freddie Mac shall be entitled to any of the remedies stated in Section 3601.1, including the right to require the Seller to repurchase the Mortgage immediately upon Freddie Mac's request, at a price determined in accordance with Section 3602.3 of the Guide:

- A forfeiture of any principal or interest due under the Mortgage
- The invalidation of the Mortgage as a First Lien
- The abatement of accrual of interest and the Borrower's obligations under the Mortgage
- A reduction in the principal amount of the Mortgage
- Any modification of the amount, interest rate, term or other provision of the Mortgage

(h) Delivery and pooling

See Section 6302.16 for delivery and pooling requirements for Texas Equity Section 50(a)(6) Mortgages.

(i) Related provisions

In addition to the requirements in this section, other requirements related to Texas Equity Section 50(a)(6) Mortgages are described in the following locations:

Topic	Location
Delivery Requirements	Section 6302.16
Refinance Mortgages	Chapter 4301
Title Insurance	Section 4702.1, 4702.3 and 4702.5
Special Servicing	Sections 8101.1, 8201.5, 9301.16 and 9401.10

4301.8: Refinance of Mortgages secured by properties subject to an energy retrofit loan (03/02/16)

For the refinance of Mortgages with Freddie Mac Settlement Dates before July 6, 2010 that are secured by properties subject to a Property Assessed Clean Energy (PACE) or PACE-like obligation (either referred to as a "PACE obligation"), originated before July 6, 2010 that provides for First Lien priority, the following requirements apply:

- The new refinance Mortgage must be originated as a "no cash-out" refinance Mortgage meeting the requirements of Section 4301.4 or as a cash-out refinance Mortgage meeting the requirements of Section 4301.5, with the PACE obligation being paid in full as part of the refinance. For a "no cash-out" refinance Mortgage, although the requirements of Section 4301.4 provide otherwise, the Mortgage proceeds may be used to pay off the PACE obligation.

- If the new refinance Mortgage does not meet the requirements of a "no cash-out" refinance Mortgage in Section 4301.4 or of a cash-out refinance Mortgage in Section 4301.5, as modified above, then the Mortgage may be originated as a Freddie Mac Relief Refinance Mortgage℠ – Open Access meeting the requirements of Chapter 4303, with the PACE obligation remaining in place. The PACE obligation is not required to be included in the calculation of the total loan-to-value ratio; however, the PACE obligation must be included in the monthly debt payment-to-income ratio.

  In addition, the Seller must insert "H28" (Relief Refinance MTG w/ Prop Assessed Clean Energy (PACE) obligations) in the ULDD Data Point *Investor Feature Identifier* for Freddie Mac Relief Refinance Mortgages – Open Access when the PACE obligation remains in place.

Chapter 4302: Freddie Mac Relief Refinance Mortgages^{SM} – Same Servicer

4302.1: Freddie Mac Relief Refinance Mortgages^{SM} – Same Servicer: General requirements and allowable refinance practices (03/02/16)

The requirements below are effective for Freddie Mac Relief Refinance Mortgages^{SM} – Same Servicer (Relief Refinance Mortgages – Same Servicer) with Application Received Dates on or after November 19, 2012.

(a) General requirements

Relief Refinance Mortgages – Same Servicer must:

- Have Application Received Dates on or before December 31, 2016
- Have Settlement Dates no more than 12 months after the Note Date and on or before September 30, 2017

Negotiated underwriting provisions, and special negotiated Mortgage products or offerings stated in the Purchase Documents are permitted, unless:

- The provisions, products or offerings conflict with the requirements of this chapter, in which case, the requirements of this chapter will apply
- The provisions, products, or offerings are related to Freddie Mac Relief Refinance Mortgages – Open Access

(b) Allowable refinance practices

(i) For Relief Refinance Mortgages – Same Servicer with loan-to-value (LTV) ratios greater than 80%, the following refinance solicitation and advertising provisions apply:

(A) Solicitation and advertising. Although the provisions of Section 4301.3 may imply otherwise, in advertising or soliciting Relief Refinance Mortgages – Same Servicer, the Seller may target Mortgages owned or securitized by Freddie Mac, provided that the Seller simultaneously applies the same advertising and solicitation activities with respect to Borrowers of Mortgages owned or securitized by Fannie Mae that are eligible to be refinanced under the Home Affordable Refinance Program (HARP). All other provisions of Section 4301.3 regarding refinance practices remain in effect with respect to Relief Refinance Mortgages – Same Servicer. In particular, consistent with

the provisions of Section 4301.3, the Seller must apply the same advertising and solicitation activities to all Relief Refinance Mortgages – Same Servicer serviced for Freddie Mac, regardless of whether the Seller or a third-party owns the associated PC Pools.

(B) Advertising and other communications with Borrowers. Sellers may contact Borrowers that may qualify for Relief Refinance Mortgages – Same Servicer to inform Borrowers of the enhancements to HARP. The communication may include any information about Relief Refinance Mortgages – Same Servicer and Borrower eligibility that the Seller deems pertinent. However, if the Seller's communication includes a reference to Freddie Mac, then the communication must also include the following (or substantively similar) verbiage:

- Freddie Mac and Fannie Mae have adopted changes to the HARP and you may be eligible to take advantage of these changes
- If your mortgage is owned or guaranteed by either Freddie Mac or Fannie Mae, you may be eligible to refinance your Mortgage under the enhanced and expanded provisions of HARP
- You can determine whether your mortgage is owned by either Freddie Mac or Fannie Mae by checking the following web sites:
  - For Freddie Mac: www.freddiemac.com/mymortgage
  - For Fannie Mae: **www.fanniemae.com/loanlookup/**

(ii) For Relief Refinance Mortgages – Same Servicer with LTV ratios less than or equal to 80%, see Section 4301.3 for allowable and unacceptable refinance practices.

4302.2: Requirements for Freddie Mac Relief Refinance Mortgages[SM] – Same Servicer (03/02/16)

The requirements below are effective for Relief Refinance Mortgages – Same Servicer with Application Received Dates on or after November 19, 2012.

(a) Eligible Mortgages

(i) Mortgage being refinanced

The Mortgage being refinanced must:

- Have a Note Date on or before May 31, 2009

- Be serviced by the Seller, or an Affiliate of the Seller. The Mortgage originator of the Relief Refinance Mortgage[SM] – Same Servicer must have the Mortgage file of the Mortgage being refinanced.

- Be a First Lien, conventional Mortgage currently owned by Freddie Mac, in whole or in part, or securitized by Freddie Mac

- Have met Freddie Mac's eligibility requirements as stated in the Seller's Purchase Documents on the Note Date of the Mortgage being refinanced

- Be seasoned for at least three months (that is, the Note Date of the Mortgage being refinanced must be at least three months prior to the Note Date of the Relief Refinance Mortgage – Same Servicer)

- Have a Mortgage payment history that indicates the following:

  - The Mortgage has not been 30 or more days delinquent in the most recent six months; and

  - The Mortgage has not been 30 or more days delinquent more than once in the most recent 12 months or if the Mortgage is seasoned for less than 12 months, since the Mortgage Note Date

If the Mortgage being refinanced has:

- Mortgage insurance, it is eligible for refinancing under the provisions of this chapter; refer to Section 4302.2(h)

- Recourse or indemnification, it is eligible for refinancing under the provisions of this chapter; refer to Section 4302.2(j)

- Mortgage pool insurance or another negotiated credit enhancement, it is eligible for refinancing provided the loan-to-value (LTV) ratio of the Relief Refinance Mortgage – Same Servicer is less than or equal to 80%. For Relief Refinance Mortgages – Same Servicer with LTV ratios greater than 80%, the Seller must contact its Freddie Mac representative for additional instructions for eligibility and delivery of these Mortgages

Mortgages sold to Freddie Mac through the bulk sales unit, including but not limited to Alternative A Mortgages, are eligible for refinancing under the provisions of this chapter unless Freddie Mac notifies the Seller, in writing, that they are ineligible.

Notwithstanding the requirements of Section 4201.5(c), Restructured Mortgages are eligible to be refinanced as Relief Refinance Mortgages – Same Servicer. Such Relief Refinance Mortgages – Same Servicer are eligible to be delivered to Freddie Mac through a flow Purchase Contract.

If the Mortgage being refinanced was considered for and/or received a Freddie Mac modification (Home Affordable Modification Program (HAMP®) or non-HAMP), the Mortgage is eligible to be refinanced as a Relief Refinance Mortgage – Same Servicer, provided the requirements of this chapter are met, including the Mortgage payment history requirements above. The current contractually-obligated payment terms under the Note, including the most recent modification of the Note, if any, must be used for the purpose of determining whether the Relief Refinance Mortgage – Same Servicer meets the Borrower benefit requirements below.

The Seller is not required to represent and warrant that the Mortgage being refinanced met the Freddie Mac eligibility requirements in its Purchase Documents related to the following:

- Borrower creditworthiness (credit reputation and capacity) and any other underwriting requirements

- Value, condition and marketability of the Mortgaged Premises

Additionally, in lieu of representing and warranting that the Mortgage being refinanced met Freddie Mac eligibility requirements related to fraud, the Seller represents and warrants that the Mortgage being refinanced by a Relief Refinance Mortgage – Same Servicer was not originated or sold pursuant to any scheme or pattern of fraud that involved two or more Mortgages and two or more perpetrators acting in common effort with respect to such Mortgages. For purposes of the foregoing, "fraud" is defined as a misstatement, misrepresentation or omission that cannot be corrected and that was relied upon by Freddie Mac to purchase the Mortgage being refinanced. For purposes of the foregoing, a "perpetrator" is an individual or entity involved in the origination or sale of the Mortgage or the related real estate transaction including, but not limited to, a mortgage broker, loan officer, appraiser, appraisal company, title or closing agent, or property seller, or the Borrower(s) acting in conjunction with one of the former.

The Seller is required to represent and warrant that the Mortgage being refinanced met all other Freddie Mac eligibility requirements in its Purchase Documents including, but not limited to, requirements related to anti-predatory lending and Project eligibility for Mortgages secured by Condominium Units, or, if permitted by the Seller's Purchase Documents, Cooperative Share Mortgages.

Freddie Mac may perform a postfunding quality control review of the Mortgage file for the Mortgage being refinanced, and reserves its rights to exercise any of its remedies, including the right to require repurchase of the Relief Refinance Mortgage – Same Servicer, in the event that the Mortgage being refinanced failed to meet Freddie Mac's eligibility requirements as stated in the Seller's Purchase Documents, except as specifically stated otherwise above.

(ii) Relief Refinance Mortgage – Same Servicer

The Relief Refinance Mortgage – Same Servicer must be originated by the Seller or an Affiliate of the Seller.

Relief Refinance Mortgages – Same Servicer must be one of the following Mortgage Products:

- A conventional 15-, 20- or 30-year fixed-rate, fully amortizing Mortgage
- A conventional 5/1, 7/1 or 10/1 fully amortizing ARM

The maximum LTV ratio of Relief Refinance Mortgages – Same Servicer must comply with the requirements in subparagraph (f) below.

The Relief Refinance Mortgage – Same Servicer may be a super conforming Mortgage.

The Seller is responsible for determining whether the proposed refinance of a Mortgage secured by the Borrower's homestead in the State of Texas is a Mortgage that must be originated pursuant to Section 50(a)(6) of Article XVI of the Texas Constitution. Refer to Section 4301.7 for additional information regarding Texas Equity Section 50(a)(6) Mortgages.

The Seller must manually underwrite the Relief Refinance Mortgage – Same Servicer in accordance with the requirements of this chapter and determine that the Mortgage is acceptable for sale to Freddie Mac. Any previous representation and warranty relief relating to submission of the Mortgage being refinanced to Loan Prospector or to any other automated underwriting system remains for the Mortgage being refinanced but is of no further force and effect for the Relief Refinance Mortgage – Same Servicer.

(iii) Borrower benefit

The Relief Refinance Mortgage – Same Servicer must be originated for one of the following purposes:

- A reduction in the interest rate of the First Lien Mortgage
- To replace an ARM, Initial Interest℠ Mortgage or any Mortgage with an interest-only period, or a Balloon/Reset Mortgage with a fixed-rate, fully amortizing Mortgage
- A reduction in the amortization term of the First Lien Mortgage
- A reduction in the monthly principal and interest payment of the First Lien Mortgage

A fixed-rate Mortgage may be refinanced into an ARM only when it results in a reduction in the monthly principal and interest payment of the First Lien Mortgage.

However, because an ARM is a riskier product than a fixed-rate Mortgage, Sellers should urge Borrowers to refinance into fixed-rate Mortgages whenever possible.

(iv) Mortgage proceeds

The proceeds of the Relief Refinance Mortgage – Same Servicer must be used only to:

- Pay off the first Mortgage (amount including only the UPB and interest accrued through the date the Mortgage being refinanced is paid off)
- Pay related Closing Costs, Financing Costs and Prepaids/Escrows not to exceed $5,000
- Disburse cash to the Borrower not to exceed $250

In the event there are remaining proceeds from the Relief Refinance Mortgage – Same Servicer after the proceeds are applied as described above:

- The Mortgage amount must be reduced, or
- The excess amount must be applied as a principal curtailment to the Relief Refinance Mortgage – Same Servicer at closing and must be clearly reflected on the Settlement/Closing Disclosure Statement

Under no circumstances may cash disbursed to the Borrower exceed $250.

The proceeds may not be used to pay off or pay down any junior liens.

(v) Secondary financing

An existing junior lien:

- Must be subordinate to the Relief Refinance Mortgage – Same Servicer and must meet requirements for secondary financing set forth in Chapter 4204. An increase in the current unpaid principal amount of any junior lien is prohibited to curtail the Relief Refinance Mortgage – Same Servicer or to pay related Closing Costs, Financing Costs or Prepaids/Escrows, and no new secondary financing is permitted.

Existing secondary financing may be an Affordable Second® meeting the requirements of the Seller's Purchase Documents. The Affordable Second must be subordinate to the Relief Refinance Mortgage – Same Servicer. Refer to Section 4302.3 for special delivery requirements for Relief Refinance Mortgages – Same Servicer with an Affordable Second.

- May be refinanced simultaneously with the existing First Lien if the junior lien is being refinanced for one of the following purposes:

- ❑ A reduction in the interest rate of the junior lien
- ❑ To replace an ARM, an interest-only junior lien, or a junior lien with a balloon or call option with a fixed-rate, fully amortizing junior lien
- ❑ A reduction in the amortization term of the junior lien
- ❑ A reduction in the monthly payment of the junior lien

The UPB of the new junior lien may not be more than the UPB, at the time of payoff, of the junior lien being refinanced.

If the junior lien being refinanced is a fixed-rate junior lien, the new junior lien may not be an ARM.

(vi) Change in Borrowers

The Borrower(s) obligated on the Note on the Relief Refinance Mortgage – Same Servicer must be the same as the Borrower(s) obligated on the Note on the Mortgage being refinanced, except that a Borrower obligated on the Note of the Mortgage being refinanced may be omitted from the Note of the Relief Refinance Mortgage – Same Servicer, provided that:

- ■ The Mortgage file contains evidence that the remaining Borrower has been making the Mortgage payments, including the payments for any secondary financing, for the most recent 12-month period; or
- ■ The remaining Borrower(s) qualifies for the Mortgage based on the requirements for Mortgages with a principal and interest payment increase in Section 4302.2(g); or
- ■ In the case of death, the Seller obtains and retains in the Mortgage file documentation of the Borrower's death

In all cases, at least one Borrower(s) from the Mortgage being refinanced must be retained.

(vii) Living Trusts

A Living Trust may be made irrevocable by a Settlor's death. To be an eligible Borrower at the time of the refinance transaction, the Borrower must continue to be a Living Trust that meets Freddie Mac's revocability and, as applicable, other eligibility requirements.

(viii) Land trusts

Notwithstanding the requirements of Section 4201.21, Mortgages secured by property in which the legal and equitable title is held by a land trust are eligible to be refinanced as Relief Refinance Mortgages – Same Servicer.

(b) Mortgages ineligible for purchase as Relief Refinance Mortgages – Same Servicer

Relief Refinance Mortgages – Same Servicer must not be:

- ARMs having LTV ratios exceeding 105%
- Cash-out refinance Mortgages
- Special purpose cash-out refinance Mortgages
- Mortgages with a potential for negative amortization or an Option ARM
- Mortgages originated under Chapter 4602 and any other Mortgage that converts interim construction financing to permanent financing
- Mortgages subject to a temporary subsidy buydown
- FHA Mortgages
- VA Mortgages
- Section 502 GRH Mortgages
- Section 184 Native American Mortgages
- Home Possible® Mortgages, and any affordable Mortgage, including Mortgages originated under the Seller's proprietary affordable program
- Affordable Merit Rate® Mortgages
- Freddie Mac Relief Refinance Mortgages – Open Access
- Mortgages using an Automated Valuation Model (AVM) other than Home Value Explorer® (HVE®) to determine property value
- Seasoned Mortgages
- Mortgages that exceed the thresholds under the Home Ownership and Equity Protection Act of 1994 and its implementing regulations

(c) Required use of Form 65, Uniform Residential Loan Application

Form 65 must be completed for all Relief Refinance Mortgages – Same Servicer. Form 65A, Statement of Assets and Liabilities, may be used to supplement the Form 65, if needed. The final Form 65 and Form 65A, if used, must be complete, legible, dated and signed by all Borrowers signing the Note.

Refer to Section 4101.1 for additional requirements regarding Form 65.

(d) Mortgaged Premises; determination of property value

Each Relief Refinance Mortgage – Same Servicer must be secured by Mortgaged Premises that are:

- 1- to 4-unit Primary Residences
- Second homes
- 1- to 4-unit Investment Properties

The Mortgage being refinanced and the Relief Refinance Mortgage – Same Servicer do not have to represent the same occupancy.

The Mortgaged Premises must be an attached or detached dwelling, a Manufactured Home, unit in a Condominium Project or PUD, or, if permitted by the Seller's Purchase Documents, a Cooperative Unit.

With respect to Mortgages secured by units in a Condominium Project or Cooperative Share Mortgages, the Seller does not need to again represent and warrant that the Project meets Freddie Mac eligibility requirements as of the Settlement Date of the Relief Refinance Mortgage – Same Servicer. Refer to Section 4302.3 for delivery requirements for Mortgages secured by units in a Condominium Project.

Property valuation requirements for the Mortgage being refinanced

With respect to the Mortgage being refinanced, the following property value requirements apply:

- The Seller of the Relief Refinance Mortgage – Same Servicer must have the appraisal used to originate the Mortgage being refinanced or the Last Feedback Certificate evidencing that the Mortgage being refinanced was eligible for the Property Inspection Alternative (PIA), or, if the Seller's Purchase Documents permitted the use of an AVM in lieu of an appraisal for the Mortgage being refinanced, the Seller must have the requisite AVM documentation, in the Mortgage file for the Mortgage being refinanced
- The appraisal, PIA or AVM, as applicable, for the Mortgage being refinanced must meet the requirements of the Seller's Purchase Documents

- The Seller retains all the representations and warranties for the appraisal or AVM, as applicable, for the Mortgage being refinanced, in accordance with the Seller's Purchase Documents, except that the Seller is not responsible for the representations and warranties regarding the value, condition and marketability of the Mortgaged Premises for the Mortgage being refinanced

The Seller must retain the appraisal used to originate the Mortgage being refinanced and all other related documentation (e.g., Form 2070, Loan Prospector Condition and Marketability Report) or, if applicable, AVM documentation required by the Seller's Purchase Documents, as applicable, for the Mortgage being refinanced in the Mortgage file for the Mortgage being refinanced and must provide such documentation to Freddie Mac's Quality Control upon request.

Property valuation requirements for the Relief Refinance Mortgage – Same Servicer

With respect to the determination of property value for a Relief Refinance Mortgage – Same Servicer, the Seller has the two options identified below. The Seller's regulatory agency may require an appraisal report in instances where Freddie Mac does not; in such event the Seller must comply with any relevant requirements of regulatory agencies that mandate an appraisal.

- **Option One: Home Value Explorer** (HVE)

  The Seller may determine the value of the Mortgaged Premises using a point value estimate from Home Value Explorer (HVE). For detailed information on Home Value Explorer (HVE) please visit **http://www.freddiemac.com/hve/hve.html**.

  The Seller that receives a point value estimate and other data generated by HVE (HVE data) directly from Freddie Mac (as opposed to an authorized HVE distributor or reseller) to originate Relief Refinance Mortgages – Same Servicer will be deemed to have agreed to the terms and conditions relating to use of data generated by Home Value Explorer (HVE) set forth in the Terms Relating to Use of Data Generated by Home Value Explorer, included in Exhibit 32, Terms Relating to Use of Data Generated by Home Value Explorer®.

  The following requirements must be met for the Seller to use an HVE point value estimate to determine property value for the Relief Refinance Mortgage – Same Servicer:

  - The property must be a 1- or 2-unit dwelling

  - The property must be an attached or detached dwelling, or a unit in a Condominium Project or PUD

  - The property must not be a Manufactured Home, dwelling on a leasehold estate, or if the Seller is permitted to deliver Cooperative Share Mortgages under its Purchase Documents, a Cooperative Unit

- The HVE point value estimate must have a Forecast Standard Deviation that is no greater than 0.20 (corresponding to a Confidence Score of "H" (high) or "M" (medium))

- The Seller must maintain the HVE point value estimate for the Relief Refinance Mortgage – Same Servicer and any information necessary to evidence compliance with the HVE requirements. Upon Freddie Mac's request, the Seller must provide Freddie Mac with a copy of this HVE documentation.

- As of the Note Date of the Relief Refinance Mortgage – Same Servicer, the HVE point value estimate may not be more than 120 days old

If the above requirements are met and the Seller uses the HVE point value estimate to determine value:

- The Seller is relieved of representations and warranties regarding the value, internal and external condition and marketability of the Mortgaged Premises for the Relief Refinance Mortgage – Same Servicer, provided that if the Seller, as of the Settlement Date, is aware of any circumstances or conditions that would adversely affect the value, condition or marketability of the Mortgaged Premises, the refinance Mortgage is not eligible for sale to Freddie Mac under Option One and the Seller must determine the value of the Mortgaged Premises in accordance with Option Two described below

- The Seller represents and warrants that all information provided by the Seller for the purpose of obtaining the HVE point value estimate, including the address of the Mortgaged Premises, is true, complete and accurate

If the above requirements for use of the HVE point value estimate are not met, the Seller must determine the value of the Mortgaged Premises in accordance with Option Two described below.

For special delivery instructions related to the delivery of Mortgages for which the Seller determines property value using the HVE point value estimate refer to Section 4302.3.

- **Option Two: New appraisal**

The Seller must obtain a new appraisal that meets the requirements of the Seller's Purchase Documents.

The Seller is not responsible for the representations and warranties regarding the value, condition and marketability of the Mortgaged Premises. Notwithstanding the requirements of Section 5601.12(e), Freddie Mac will accept appraisal reports with a Uniform Appraisal Dataset (UAD) condition rating of C5 or C6 and/or a UAD quality

rating of Q6 completed on an "as-is" basis; the appraisal does not have to be completed "subject to" needed repairs being completed.

The Seller is not responsible for the completeness and accuracy of the appraiser's description of the Mortgaged Premises, and the accuracy of and support for, the appraiser's opinion of the market value of the Mortgaged Premises as specified in Section 5601.12.

Notwithstanding the provisions of Sections 4201.5 and 5601.8(b), the Seller is not required to obtain a new appraisal if the Settlement Date is more than 120 days after the Note Date.

When obtaining a new appraisal using Option Two above, the special appraisal and collateral requirements in Section 4603.5 do not apply to super conforming Relief Refinance Mortgages – Same Servicer.

For Texas Equity Section 50(a)(6) Mortgages, the Seller must obtain an appraisal that meets Freddie Mac requirements and complies with Section 50(a)(6)(Q)(ix) and Section 50(h) of Article XVI of the Texas Constitution.

- **Properties affected by disasters**

Notwithstanding the provisions of Section 5601.2(c), for Relief Refinance Mortgages secured by properties in areas affected by disasters:

- A Seller is not required to obtain a property inspection or new appraisal when a property valuation (either an HVE point value estimate or an appraisal) was relied on prior to a disaster, provided the Mortgage meets the requirements of Chapter 8202; and

- A Seller can use an HVE point value estimate with a high or medium confidence score after a disaster without obtaining a property inspection or appraisal to determine property condition, provided that the Mortgage meets the requirements of Chapter 8202

This flexibility for Freddie Mac Relief Refinance Mortgages does not impact Servicing requirements. Seller/Servicers must ensure that the Mortgaged Premises are covered by insurance meeting the requirements in Chapter 8202, and in accordance with the terms of the Security Instrument and applicable law. See Section 5601.2(c) for additional information relating to property eligibility requirements for properties affected by disasters.

(e) LTV, TLTV and HTLTV ratios

Regardless of any maximum LTV, total LTV (TLTV) and Home Equity Line of Credit TLTV (HTLTV) ratios identified for specific offerings in the Guide or the Seller's other Purchase Documents:

- For adjustable-rate Relief Refinance Mortgages – Same Servicer, the maximum LTV ratio is 105%
- For fixed-rate Relief Refinance Mortgages – Same Servicer, there is no maximum LTV ratio
- There are no maximum TLTV and HTLTV ratios

Notwithstanding the foregoing, the maximum LTV and TLTV ratios for Texas Equity Section 50(a)(6) Mortgages is 80%.

(f) Borrower creditworthiness/minimum Indicator Score/source of income and Borrower Funds

(i) Borrower creditworthiness/minimum Indicator Score

A Borrower will be presumed to be creditworthy for the Relief Refinance Mortgage – Same Servicer under Chapter 4603, Topics 5100 through 5500, and Chapter 5703 and additionally under the underwriting requirements of Chapter 4201, for Mortgages secured by a second home or an Investment Property, including the requirements regarding number of financed properties, if all of the requirements of this chapter are met.

The Mortgage payment history for the Mortgage being refinanced must indicate the following:

- The Mortgage has not been delinquent in the most recent six months; and
- The Mortgage has not been 30 days delinquent more than once in the most recent 12 months or if the Mortgage is seasoned for less than 12 months, since the Mortgage Note Date

Except as set forth in Section 4302.2(g), there is no minimum Indicator Score required for eligibility of the Relief Refinance Mortgage – Same Servicer. However, the Seller must identify and deliver an Indicator Score for all Relief Refinance Mortgages – Same Servicer in accordance with the requirements of Section 5203.2(e). Unless a minimum Indicator Score is required (see Section 5203.2(f)), if the Seller determines that there is no usable Credit Score due to insufficient information or inaccurate information, the Mortgage is eligible for purchase as a Relief Refinance Mortgage – Same Servicer (refer to Sections 5203.2(f) and 6302.11 for Indicator Score delivery requirements).

(ii) Source of income and Borrower Funds

Except as stated below, at least one Borrower must have a source of income and verification of the income source is required.

- For employed income, a verbal verification of employment is required and must meet the requirements of Section 5302.3 and Topic 5300
- For self-employed income, verification of existence of the business is required and must meet the requirements of Topic 5300
- For income other than employed or self-employed income, verification of the source of income is required. The income source must be an eligible source of income under Topic 5100 through 5500.

The Seller may verify 12 months' reserves (using the monthly payment amount, as described in Sections 5501.2 and 5501.3) for the new refinance Mortgage in lieu of verifying an income source as stated above. Borrower Funds that can be used for reserves in this instance are limited to funds in the Borrower's depository accounts, meeting the requirements in Section 5501.3(b). The Seller must obtain and maintain in the Mortgage file the most recent monthly or quarterly account statement. The Seller does not need to meet the documentation requirements of Sections 5501.3(b) and (c) or investigate large deposits or increases in balances as required in Section 5501.3(a).

Except as set forth above and in Section 4302.3(g), verification of funds is not required.

(g) Principal and interest payment increase/Higher-Priced Covered Transactions (HPCTs) and Higher-Priced Mortgage Loans (HPMLs)

The requirements below must be met when:

(i) The principal and interest payment increases by more than 20% of the current contractually obligated payment under the Note. In the event that the Note provides for more than one payment option, the Seller must use the lowest payment option to determine whether the increase exceeds 20%. There is no limitation on the amount of the increase in the Borrower's principal and interest payment, or

(ii) A Relief Refinance Mortgage – Same Servicer is an HPCT or an HPML with an Application Received Date on or after January 10, 2014

- A new credit report must be obtained
- The Mortgage must have a minimum Indicator Score of 620. If no Borrower has a usable Credit Score, the Mortgage does not have an Indicator Score and the Mortgage is not eligible for purchase as a Relief Refinance Mortgage – Same Servicer

- The Seller must verify Borrower Funds needed for closing. When using funds in the Borrower's depository account including, but not limited to, a checking, savings, money market, stock, bond or retirement account, the Seller must obtain and maintain in the Mortgage file the most recent monthly or quarterly account statement. The Seller does not need to meet the documentation requirements of Sections 5501.3(b) and (c) (e.g., investigate large deposits or increases in balances as required in Section 5501.3(a). All other asset types (other than depository accounts) must meet Streamlined Accept documentation requirements in Section 5501.3(b) and (c).

- The debt payment-to-income ("DTI") ratio must be calculated using the new credit report and verified income. The maximum DTI is 45%.

- When Hardest Hit Fund (HHF) program funds are used in accordance with Section 4302.2(k) and repayment of funds is required, the verified payment must be included in the monthly DTI ratio, unless repayment of funds is due only upon sale or default

- The Seller must verify the income source and amount and, at a minimum, meet the following documentation requirements:

Income sources	Minimum documentation requirements
Employment income (primary or secondary) **Bonus** **Overtime** **Tip income** **Automobile allowance**	■ Year-to-date (YTD) paystub, salary voucher or written verification of employment (VOE) documenting at least 30 days of income; and ■ Verbal VOE obtained either no more than 10 Business Days prior to the Note Date or after the Note Date but prior to the Delivery Date
Commission income	■ YTD paystub, salary voucher or written VOE documenting at least 30 days of income; or ■ Complete individual federal tax returns covering the most recent one-year period; And ■ Verbal VOE obtained either no more than 10 Business Days prior to the Note Date or after the Note Date but prior to the Delivery Date
Mortgage differential	Provide a copy of the agreement from the employer stating the amount of the payments

Income sources	Minimum documentation requirements
Military income **Military reserve income**	YTD Leave and Earnings Statement (LES) or written VOE documenting at least 30 days of income and a verbal VOE obtained either no more than 10 Business Days prior to the Note Date or after the Note Date but prior to the Delivery Date. In lieu of a verbal VOE, an LES dated no more than 30 days prior to Note Date may be provided.
Seasonal employment	■ YTD paystub, salary voucher or written VOE documenting at least 30 days of income; and ■ Verbal VOE obtained either no more than 10 Business Days prior to the Note Date or after the Note Date but Prior to the Delivery Date for seasonal employment
Income while on temporary leave from current employment	The Seller may use the Borrower's gross monthly income amount that was received prior to the temporary leave provided that the following documentation is obtained: ■ A paystub or a written VOE documenting pre-leave income; and ■ A written statement signed by the Borrower confirming the Borrower's intent to return to the current employer The Seller must receive no evidence of information from the Borrower's employer indicating that the Borrower does not have the right to return to work after the leave period.
Self-employed **(all types; primary and secondary)**	■ Complete signed individual federal tax return for the most recent year; and ■ Verification of existence of the business through a third-party source obtained either no more than 30 calendar days prior to Note Date or after the Note Date but prior to the Delivery Date
Notes receivable	Copy of the note and most recent one-month bank statement or other equivalent documentation evidencing receipt of the income

Income sources	Minimum documentation requirements
Dividend and interest **Capital gains** **Royalty payments**	Copy of complete individual federal income tax returns for the most recent one-year period; evidence of sufficient assets to support the qualifying income for dividend/interest income and capital gains
Trust income	Copy of the Trust Agreement
Retirement income **Retirement account distributions as income** **Survivor and dependent benefit income** **Long-term disability income** **Social Security Supplemental Security Income** **Homeownership Voucher Program** **Public assistance income (including unemployment compensation)** **Foster care income**	■ A copy of the award letter, 1099 or other third-party documentation showing income type, source, amount; or ■ Most recent one-month bank statement or other equivalent documentation evidencing receipt of the income
Alimony **Separate maintenance** **Child support**	Copy of the signed court order and evidence of receipt of the total court ordered amount for the most recent one month
Housing or parsonage allowance	■ **A** written VOE, a letter from the employer or paystubs reflecting the amount of the housing or parsonage allowance and the terms under which it is paid; or ■ Evidence of one month receipt of the housing allowance
Tax exempt income	The most recent complete individual federal tax returns or other documentation evidencing that the income, or a portion of the income, is nontaxable. Only the nontaxable portion of income may be grossed up.

Income sources	Minimum documentation requirements
Rental income	An executed lease agreement or the most recent complete individual federal tax returns
Mortgage Credit Certificate (MCC)	A copy of the MCC

When using assets as a basis for Mortgage qualification, the Seller must document the assets in accordance with the applicable requirements in Topic 5300.

All Borrowers, whose income is used to qualify, must sign Internal Revenue Service (IRS) Form 4506-T (or an alternate form acceptable to the IRS that authorizes the release of comparable tax information) on the application date and again on the Note Date, except that if the Form 4506-T obtained on the application date is submitted to the IRS and transcripts are received back from the IRS, the Seller is not required to obtain an additional Borrower signed Form 4506-T.

If submitting the Form 4506-T to the IRS, the Seller must ensure that the IRS receives the form prior to the form's expiration date. The Seller must retain the tax documentation received back from the IRS in the Mortgage file.

Income tax information obtained by the Seller directly from the IRS is acceptable in lieu of tax returns, provided that the Seller obtains and maintains in the Mortgage file all of the information that would be included on the tax returns.

For Borrowers with income that is derived from sources in Puerto Rico, Guam or the U.S. Virgin Islands that are exempt from federal income taxation under the Internal Revenue Code, the above requirements apply, except as follows:

- In lieu of a Form 4506-T, Borrowers with income that is derived from sources in Puerto Rico must sign the most recent version of Commonwealth of Puerto Rico Form 2907 titled "Request For Copy of the Return, Estate or Gift Certificate of Release" (Modelo SC 2907 "Solicitud De Copia De Planilla, Relevo De Herencia Y De Donacion") for submission to the Puerto Rico Department of the Treasury, Internal Revenue Area

- Borrowers with income that is derived from sources in Guam or the U.S. Virgin Islands must sign the Form 4506-T (or an alternate form that authorizes the release of comparable tax information) for submission to the Guam Department of Taxation and Revenue or Virgin Islands Bureau of Internal Revenue, as applicable

Additionally, in lieu of the verbal VOE obtained in accordance with the above requirements, the Seller may obtain a written verification of employment or third-party

verification of employment when a verbal VOE is unavailable. See Section 5102.3(a) for written verification requirements, Section 5302.3 for verbal VOE requirements and Section 5302.4 for third-party employment and income verification requirements.

(h) Mortgage insurance

The following provisions apply for a Relief Refinance Mortgage – Same Servicer that has an LTV ratio greater than 80%:

- If the Mortgage being refinanced has mortgage insurance coverage, then the same percentage of mortgage insurance coverage must be maintained for the Relief Refinance Mortgage – Same Servicer on the entire UPB

- If the Mortgage being refinanced does not have mortgage insurance coverage, then no mortgage insurance coverage is required for the Relief Refinance Mortgage – Same Servicer

The Seller/Servicer must comply with any requirements established by the applicable mortgage insurer to transfer and maintain the existing mortgage insurance coverage.

Refer to Section 4302.3 for special delivery requirements for Relief Refinance Mortgages – Same Servicer related to mortgage insurance.

(i) Special documentation requirements

The Seller of the Relief Refinance Mortgage – Same Servicer must have the Mortgage file(s) for the Mortgage being refinanced, and must provide both the original Mortgage file(s) and the Mortgage file for the Relief Refinance Mortgage – Same Servicer to Freddie Mac Quality Control upon request.

(j) Mortgages with recourse and indemnification

Relief Refinance Mortgages – Same Servicer that are refinances of Mortgages with recourse or indemnification must be delivered to Freddie Mac with recourse or indemnification, and must meet the following requirements:

(i) If the Mortgage being refinanced was sold to Freddie Mac w ith recourse or indemnification for the life of the Mortgage, or the Mortgage was credit enhanced with recourse or indemnification for the life of the Mortgage after it was sold to Freddie Mac, the Relief Refinance Mortgage – Same Servicer must be sold to Freddie Mac with recourse or indemnification, as applicable, for the life of the Mortgage.

(ii) If the Mortgage being refinanced was sold to Freddie Mac w ith recourse or indemnification for a term that is less than the life of the Mortgage, or the Mortgage was credit enhanced with recourse or indemnification for a term that is less than the life of the Mortgage after it was sold to Freddie Mac, the Relief Refinance Mortgage – Same

Servicer must be sold to Freddie Mac with recourse or indemnification, as applicable, that extends for three years after the Settlement Date of the Relief Refinance Mortgage – Same Servicer.

(iii) If any Relief Refinance Mortgage – Same Servicer sold to Freddie Mac with recourse or indemnification that extends for three years after the Settlement Date, as required in (ii) above, is 30 days or more delinquent on the date that is three years after the Settlement Date, the Seller's recourse or indemnification obligation with respect to the delinquent Mortgage will not expire and will continue until the earliest of:

- The date on which the delinquent Mortgage becomes and remains current for a period of 12 consecutive scheduled monthly payments from the date of the last Delinquency
- The final sale or disposition of any real property securing a delinquent Mortgage (including, delivery of the property to the Seller or retention of the property by the Borrower pursuant to Freddie Mac's loss mitigation activities), and payment in full to Freddie Mac upon its sale or disposition
- The payment in full of the delinquent Mortgage
- The repurchase of the delinquent Mortgage by the Seller according to the repurchase procedures in the Guide. The repurchase price of each delinquent Mortgage will be calculated in accordance with Section 3602.4.

(k) HHF

HHF program funds provided by a state Housing Finance Agency ("HFA") may be used to pay down the outstanding balance on a Mortgage being refinanced at the time of closing, and to pay Closing Costs, Financing Costs and Prepaids/Escrows for the Relief Refinance Mortgage – Same Servicer, as long as the funds do not result in a lien on the property.

The Mortgage file must contain documentation verifying the terms and conditions under which the HHF program funds are provided to the Borrower.

The HHF program funds must be reflected on the Settlement/Closing Disclosure Statement.

(l) Incentives and contributions

The following requirements are effective for Mortgages with Application Received Dates on or after April 30, 2013:

(i) The lender may provide the Borrower with a cash or a cash-like (e.g., a gift card) incentive that is not part of the refinance transaction and is therefore not reflected on the Settlement/Closing Disclosure Statement provided that:

- The amount of the contribution does not exceed $500.00; and

- No repayment is required

The contribution is not considered cash out to the Borrower and does not have to be included in the calculation of the proceeds of the Relief Refinance Mortgage – Same Servicer as described in Section 4302.2(a).

(ii) The lender may provide a contribution towards the payoff of the Mortgage being refinanced, provided that:

- The amount of the contribution does not exceed $2,000.00
- No repayment is required; and
- The contribution is reflected on the Settlement/Closing Disclosure Statement

The contribution is not considered cash out to the Borrower provided it does not result in cash disbursed to the Borrower exceeding $250.00, as required in Section 4302.2(a).

As required under the Guide for all Mortgages sold to Freddie Mac, the Seller must comply with the requirements of all applicable laws in structuring and providing the contributions in Section 4302.2(l)(i) and (ii) above.

4302.3: Delivery and pooling requirements for Freddie Mac Relief Refinance Mortgages℠ – Same Servicer (03/02/16)

The requirements below are effective for Relief Refinance Mortgages – Same Servicer with Application Received Dates on or after November 19, 2012.

(a) Delivery programs for fixed-rate and adjustable-rate Relief Refinance Mortgages℠ – Same Servicer with loan-to-value (LTV) ratios less than or equal to 105%

Relief Refinance Mortgages – Same Servicer having LTV ratios less than or equal to 105% must be sold under the following:

- Fixed-rate Cash, using one of the following Servicing options:
  - Servicing retained
  - Concurrent Transfer of Servicing
  - Servicing Released Sales Process

More information regarding Mortgages eligible for sale under the Servicing Released Sales Process can be found on Freddie Mac's web site at **http://www.freddiemac.com/singlefamily/sell/pdf/available_products.pdf**.

- Weighted Average Coupon (WAC) ARM Cash
- Fixed-rate Guarantor
- WAC ARM Guarantor
- MultiLender Swap

(b) Delivery programs for fixed-rate Relief Refinance Mortgages – Same Servicer with LTV ratios greater than 105% and less than or equal to 125%

Relief Refinance Mortgages – Same Servicer having LTV ratios greater than 105% and less than or equal to 125% must be sold under the following:

- Fixed-rate Cash, using one of the following Servicing options:
  - Servicing retained
  - Concurrent Transfer of Servicing

  Relief Refinance Mortgages – Same Servicer having LTV ratios greater than 105% are not eligible for sale under the Servicing Released Sales Process.
- Fixed-rate Guarantor

(c) Delivery programs for fixed-rate Relief Refinance Mortgages – Same Servicer with LTV ratios greater than 125%

Relief Refinance Mortgages – Same Servicer having LTV ratios greater than 125% must be sold only under:

- Fixed-rate Cash, using one of the following Servicing options:
  - Servicing retained
  - Concurrent Transfer of Servicing

  Relief Refinance Mortgages – Same Servicer having LTV ratios greater than 105% are not eligible for sale under the Servicing Released Sales Process.
- Fixed-rate Guarantor

(d) Mortgage data delivery requirements

In connection with the delivery of each Relief Refinance Mortgage – Same Servicer, the Seller must deliver the following ULDD Data Points, in addition to the applicable ULDD Data Points set forth in Chapter 6302. Refer to Section 6302.1 for information related to the organization of the delivery requirements set forth in the tables below.

Loan Data Required for Relief Refinance Mortgage - Same Servicer			
Sort ID	**Data Point Name**	**Valid Value**	**Notes**
LOAN – At Closing → Underwriting / Credit Information			
→Loan Details			
315	Loan Purpose Type	Refinance	
294	Refinance Cash Out Determination Type	No Cash Out	
→ Streamlined Loan Details			
222	Related Loan Investor Type	FRE	
221	Related Investor Loan Identifier	<Associated FRE Loan #>	This is the 9-digit Freddie Mac-supplied number assigned to the original Mortgage by the Seller when the Mortgage was initially sold to Freddie Mac.
→Additional Underwriting Details			

Loan Data Required for Relief Refinance Mortgage - Same Servicer			
Sort ID	**Data Point Name**	**Valid Value**	**Notes**
291	Total Monthly Income Amount		If less than or equal to a 20% principal and interest (P&I) increase, insert the monthly amount of Stated Income. If greater than a 20% P&I increase, insert documented monthly income. For all Higher-Priced Covered Transactions and Higher-Priced Mortgage Loans with Application Received Dates on or after January 10, 2014, insert documented monthly income. Enter the aggregate amount of the monthly income for each qualified Borrower.
LOAN – Current			
→ Product Details			
451	Refinance Program Identifier	Relief Refinance Same Servicer	For Relief Refinance Mortgages that are also Texas Equity Section 50(a)(6) Mortgages, enter "Relief Refinance Same Servicer."
→ Origination Information → Mortgage Insurance Information → Mortgage Insurance Details			

Loan Data Required for Relief Refinance Mortgage - Same Servicer			
Sort ID	**Data Point Name**	**Valid Value**	**Notes**
413/414	MI Company Name Type/ MI Company Name Type Other Description (In the Selling System, this appears as "MI Company Name Type.")	▪ Essent ▪ Genworth ▪ MGIC ▪ PMI ▪ Radian ▪ RMIC ▪ Triad ▪ UGI ▪ Other – ArchMI ▪ Other – CAHLIF ▪ Other – MIF ▪ Other – NMI ▪ Other – RMIC-NC	Enter a valid insurer from Exhibit 10. For Relief Refinance Mortgages – Same Servicer with LTV ratios greater than 80% requiring mortgage insurance in accordance with Section 4302.2.
412	MI Certificate Identifier		Enter the certificate number of the existing mortgage insurance policy transferred to the Relief Refinance Mortgage – Same Servicer or the replacement certificate number. Enter a value between five and 10 characters, as defined in Exhibit 10.
416	MI Coverage Percent		If the Mortgage being refinanced has mortgage insurance and the LTV ratio of the Relief Refinance Mortgage – Same Servicer is greater than 80%, enter the same percentage of loss coverage.
PROPERTY			
42	Project Classification Identifier	Exempt From Review	Enter "Exempt From Review" for Relief Refinance Mortgages – Same Servicer.

Loan Data Required for Relief Refinance Mortgage - Same Servicer			
Sort ID	**Data Point Name**	**Valid Value**	**Notes**
41	Project Attachment Type	▪ Attached ▪ Detached	Enter "Attached" if any of the units in the project have a common wall or other direct physical connection with another unit. Enter "Detached" only if all of the units in the project have no common wall or other direct physical connection with another unit. If the data is not available and the subject loan is a Relief Refinance Mortgage, enter "Attached." For Mortgages with Application Received Dates on or after August 1, 2012 and delivered on or after November 26, 2012, this data point is not required.
43/44	Project Design Type/Project Design Type Other Description *(In the Selling System, this appears as "Project Design Type.")*	Garden Project	Enter "Garden Project" regardless of the number of stories. For Mortgages with Application Received Dates on or after August 1, 2012 and delivered on or after November 26, 2012, this data point is not required.
45	Project Dwelling Unit Count	1	Enter "1" regardless of the number of units. For Mortgages with Application Received Dates on or after August 1, 2012 and delivered on or after November 26, 2012, this data point is not required.
46	Project Dwelling Units Sold Count	1	Enter "1" regardless of the number of units sold. For Mortgages with Application Received Dates on or after August 1, 2012 and delivered on or after November 26, 2012, this data point is not required.

When delivering Relief Refinance Mortgages – Same Servicer with the value of the Mortgaged Premises determined using a point value estimate from Home Value Explorer® (HVE®), the Seller must deliver the following ULDD Data Points:

Data Required for Mortgages Originated using Home Value Explorer (HVE)			
Sort ID	**ULDD Data Point**	**Valid Value**	**Notes**
PROPERTY			
→ Property Information → Appraisal / Valuation Property Details			
89	Property Valuation Method Type	Automated Valuation Model	
83	Property Valuation Amount		Enter the point value estimate provided by HVE.
84	Property Valuation Effective Date		Enter the effective date of the most recent point value estimate.
80	AVM Model Name Type	Home Value Explorer	
LOAN – Current			
→ Product Information → Product Details			
368	Investor Feature Identifier	H03	

When delivering Relief Refinance Mortgages – Same Servicer with an Affordable Second, the Seller must deliver the following ULDD Data Points:

Data Required for Mortgages with an Affordable Second			
Sort ID	**ULDD Data Point**	**Valid Value**	**Notes**
LOAN – Current → Product Information → Product Details			
368	Investor Feature Identifier	583	

(e) Special mortgage insurance delivery requirements

For Relief Refinance Mortgages – Same Servicer, the Seller must complete the ULDD Data Point *MI Company Name Type* only if the Mortgage has mortgage insurance coverage. For such Mortgages, the Seller must deliver the mortgage insurance company name that identifies the Freddie Mac-approved mortgage insurer that is insuring the Mortgage in the ULDD Data Point *MI Company Name Type*, as well as completing the other mortgage insurance-related ULDD Data Points.

Triad Guaranty Insurance Corporation and Freddie Mac approved affiliates (collectively, "Triad")

If the Mortgage being refinanced has a certificate of insurance from Triad, that coverage may be maintained for the Relief Refinance Mortgage – Same Servicer and that Mortgage is eligible for sale to Freddie Mac. For purposes of delivering Relief Refinance Mortgages – Same Servicer with Triad mortgage insurance, the Seller should deliver the ULDD Data Point *MI Company Name Type* "Triad."

Republic Mortgage Insurance Co. and RMIC of North Carolina (collectively, "RMIC")

If the Mortgage being refinanced has a certificate of insurance from RMIC, that coverage may be maintained for the Relief Refinance Mortgage – Same Servicer and that Mortgage is eligible for sale to Freddie Mac. For purposes of delivering Relief Refinance Mortgages – Same Servicer with RMIC mortgage insurance, the Seller should deliver the ULDD Data Point *MI Company Name* Type "RMIC."

PMI Mortgage Insurance Co. and its Freddie Mac-approved wholly-owned subsidiaries (collectively, "PMI")

If the Mortgage being refinanced has a certificate of insurance from PMI and the existing coverage is continued through modification of the existing mortgage insurance certificate, that coverage may be maintained for the Relief Refinance Mortgage – Same Servicer and the Relief Refinance Mortgage is eligible for sale to Freddie Mac. For purposes of delivering Relief Refinance Mortgages – Same Servicer with PMI mortgage insurance, the Seller should deliver the ULDD Data Point *MI Company Name Type* "PMI."

If the Relief Refinance Mortgage – Same Servicer is being delivered without mortgage insurance in accordance with the requirements of Section 4302.2(h), the Seller must deliver the following ULDD Data Points:

Loan Data Required for Relief Refinance Mortgage – Same Servicer			
Sort ID	**Data Point Name**	**Valid Value**	**Notes**
LOAN – Current→ Origination Information			
→ Mortgage Insurance Information → Mortgage Insurance Details			

Loan Data Required for Relief Refinance Mortgage – Same Servicer			
Sort ID	**Data Point Name**	**Valid Value**	**Notes**
429/430	Primary MI Absence Reason Type/ Primary MI Absence Reason Type Other Description (In the Selling System, this appears as "Primary MI Absence Reason Type.")	Other - No MI Based on Mortgage Being Refinanced	Enter "No MI Based On Mortgage Being Refinanced" for Relief Refinance Mortgages – Same Servicer, if applicable.

(f) Delivery of Mortgages with recourse or indemnification

In connection with the delivery of each Relief Refinance Mortgage – Same Servicer where the Mortgage being refinanced had recourse as described in Section 4302.2(j):

- The Seller must insert "001" (indicating the Mortgage is sold with recourse) in the ULDD Data Point *Investor Feature Identifier*, if the Mortgage being refinanced was sold with recourse for the life of the Mortgage or the Mortgage was credit enhanced with recourse for the life of the Mortgage after it was sold to Freddie Mac

In connection with the delivery of each Relief Refinance Mortgage – Same Servicer where the Mortgage being refinanced had indemnification as described in Section 4302.2(i):

- The Seller must insert "033" (indicating the Mortgage is sold with indemnification) in the ULDD Data Point *Investor Feature Identifier*, as applicable, if the Mortgage being refinanced was sold with indemnification for the life of the Mortgage or the Mortgage was credit enhanced with indemnification for the life of the Mortgage after it was sold to Freddie Mac

If the Mortgage being refinanced was sold or the Mortgage being refinanced was credit enhanced after it was sold to Freddie Mac, with indemnification or recourse for less than the life of the Mortgage, the Seller need not provide ULDD Data Point *Investor Feature Identifiers* "001" or "033" indicating the Relief Refinance Mortgage – Same Servicer is subject to recourse or indemnification. In this instance, Freddie Mac will manage the transfer of the credit enhancement from the Mortgage being refinanced to the Relief Refinance Mortgage – Same Servicer.

(g) Special delivery requirements for Cash contracts

For fixed-rate and adjustable-rate Relief Refinance Mortgages – Same Servicer with LTV ratios less than or equal to 105%, there are no special delivery requirements.

For fixed-rate Relief Refinance Mortgages – Same Servicer with LTV ratios greater than 105%:

- All Mortgages in a particular Cash contract must have LTV ratios either:
  - Greater than 105% and less than or equal to 115%; or
  - Greater than 115%

Mortgages with LTV ratios greater than 105% must not be included in fixed-rate Cash contracts that include Mortgages with LTV ratios less than or equal to 105%. The Cash contract may include both Relief Refinance Mortgages – Same Servicer and Relief Refinance Mortgages – Open Access with the applicable LTV ratios.

- The Seller must identify fixed-rate Cash contracts for Relief Refinance Mortgages with LTV ratios greater than 105% by selecting the appropriate "LTV Range for the contract" on the Take Out a Cash Contract screen in the Selling System℠.
  - For LTV ratios greater than 105% and less than or equal to 115%: select ">105% - <=115%"
  - For LTV ratios greater than 115%: select ">115%"

The Seller should refer to Chapter 6302 and its other Purchase Documents for delivery requirements related to specific Mortgages (e.g., super conforming Mortgages).

(h) Pooling requirements for Gold PCs® and Giant PCs

For fixed-rate and adjustable-rate Relief Refinance Mortgages – Same Servicer with LTV ratios less than or equal to 105%:

There are no special pooling requirements for the Mortgages.

The Seller should refer to Chapter 6302 and their other Purchase Documents for delivery and pooling requirements related to specific Mortgages (e.g., Cooperative Share Mortgages, super conforming Mortgages), and refer to Chapter 6202 for general pooling requirements for fixed-rate Mortgages under the fixed-rate Guarantor and MultiLender Swap programs, and to Chapter 6202 for general pooling requirements for ARMs under the WAC ARM Guarantor program.

For fixed-rate Relief Refinance Mortgages – Same Servicer with LTV ratios greater than 105% and less than or equal to 125%:

The Mortgages must not be pooled together with Mortgages having LTV ratios less than or equal to 105%. Instead, the Mortgages must be pooled in PC Pools with a prefix designation

specifically for Relief Refinance Mortgages having LTV ratios greater than 105%. The PC Pool may include both Relief Refinance Mortgages – Same Servicer and Relief Refinance Mortgages – Open Access, and all the Mortgages in the PC Pool must have LTV ratios greater than 105%.

The Seller should refer to Chapter 6302 and their other Purchase Documents for delivery and pooling requirements related to specific Mortgages (e.g., Cooperative Share Mortgages, super conforming Mortgages) and refer to Chapter 6202 for general pooling requirements for fixed-rate Mortgages under the fixed-rate Guarantor program.

The Seller should refer to Exhibit 17S, Available Mortgage Products, for more information about eligibility and coding requirements for Relief Refinance Mortgages – Same Servicer having LTV ratios greater than 105% and less than or equal to 125% which are sold under the fixed-rate Guarantor program.

For fixed-rate Relief Refinance Mortgages - Same Servicer with LTV ratios greater than 125%:

The Mortgages must not be pooled together with Mortgages having LTV ratios less than 125%. Instead, the Mortgages must be pooled in PC Pools with a prefix designation specifically for Relief Refinance Mortgages having LTV ratios greater than 125%. The PC Pool may include both Relief Refinance Mortgages – Same Servicer and Relief Refinance Mortgages – Open Access, and all the Mortgages in the PC Pool must have LTV ratios greater than 125%.

Sellers should refer to Chapter 6302 and their other Purchase Documents for delivery and pooling requirements related to specific Mortgages (e.g., Cooperative Share Mortgages, super conforming Mortgages) and refer to Chapter 6202 for general pooling requirements for fixed-rate Mortgages under the fixed-rate Guarantor program.

Sellers should refer to Exhibit 17S for more information about eligibility and coding requirements for Relief Refinance Mortgages – Same Servicer having LTV ratios greater than 125% which are sold under the fixed-rate Guarantor program through the Selling System.

(i) Pooling requirements for WAC ARM PCs

Only Relief Refinance Mortgages – Same Servicer which have LTV ratios less than or equal to 105% may be ARMs. There are no special pooling requirements for such Relief Refinance Mortgages – Same Servicer.

The Seller should refer to Chapter 6302 and their other Purchase Documents for delivery and pooling requirements related to specific Mortgages (e.g., super conforming Mortgages) and refer to Chapter 6202 for general pooling requirements for ARMs under the WAC ARM Guarantor program.

4302.4: Postsettlement delivery fees and other assessments and credits for Freddie Mac Relief Refinance Mortgages^{SM} – Same Servicer (03/02/16)

(a) Postsettlement delivery fees (delivery fees)

Delivery fees are applicable to Relief Refinance Mortgages^{SM} – Same Servicer. The Seller must refer to Exhibit 19, Postsettlement Delivery Fees, for information on delivery fees, delivery fee rates and delivery fee caps.

Freddie Mac will not assess Exhibit 19 delivery fees for Relief Refinance Mortgages – Same Servicer sold with full recourse for the life of the Mortgage or indemnification for the life of the Mortgage.

Delivery fees are paid in accordance with the delivery fee provisions stated in Chapter 6303.

(b) Cash adjustor under fixed-rate Cash

For fixed-rate Relief Refinance Mortgages – Same Servicer which have loan-to-value ratios greater than 105% and which are sold under fixed-rate Cash, Freddie Mac may apply a cash adjustor. The cash adjustor values will be provided in the Selling System^{SM} and may change at any time at Freddie Mac's discretion. The cash adjustor values are determined as of the commitment date. Because the cash adjustor value will not be included in the contract product price at time of commitment, it must be applied by the Seller to a particular Mortgage at commitment.

Freddie Mac will net the cash adjustor amount against the contract product price displayed in the Selling System once the Seller allocates a Mortgage to the contract.

4302.5: Other Guide provisions related to Freddie Mac Relief Refinance Mortgages^{SM} – Same Servicer (03/02/16)

In addition to the requirements in this chapter, other requirements are described in the following locations:

Provision	Location
Higher-Priced Mortgage Loans and Higher-Priced Covered Transactions	Section 4202.5

Maximum original loan amounts for Home Mortgage purchase	Section 4203.3
Requirements for Texas Equity Section 50(a)(6) Mortgages	Section 4301.7
ARMs	Chapter 4401
Minimum and maximum original loan amounts for super conforming Mortgages	Section 4603.2
Credit Scores	Section 5203.2
Documenting and delivering Underwriting and Indicator Scores	Section 5203.2(f)
Streamlined Accept Documentation requirements	Topic 5300 and Sections 5501.3(b) and (c)
Freddie Mac Swap Disclosure and Pooling Requirements	Chapter 6202
Mortgage Delivery Instructions	Chapter 6302
Non-Loan Prospector Mortgage requirements	Section 6302.11
Special delivery requirements for Mortgages with principal curtailments	Section 6302.32
Available Mortgage Products	Exhibit 17S
Postsettlement Delivery Fees	Exhibit 19
Terms Related to Use of Data generated by Home Value Explorer®	Exhibit 32

Chapter 4303: Freddie Mac Relief Refinance Mortgages^{SM} – Open Access

4303.1: Freddie Mac Relief Refinance MortgagesSM – Open Access (03/02/16)

The requirements below are effective for Freddie Mac Relief Refinance Mortgages^{SM} – Open Access (Relief Refinance Mortgages – Open Access).

Relief Refinance Mortgages – Open Access must:

- Have Application Received Dates on or after December 1, 2011 and on or before December 31, 2016
- Have Settlement Dates no more than 12 months after the Note Date and on or before September 30, 2017

Negotiated underwriting provisions, and special negotiated Mortgage products or offerings stated in the Purchase Documents are permitted, unless:

- The provisions, products or offerings conflict with the requirements of this chapter, in which case, the requirements of this chapter will apply
- The provisions, products, or offerings are related to Freddie Mac-owned refinance Mortgages or Freddie Mac Relief Refinance Mortgages – Same Servicer

4303.2: Freddie Mac Relief Refinance Mortgages^{SM} – Open Access: Eligibility requirements, eligible Mortgages and ineligible Mortgages (03/02/16)

(a) Eligibility of the Mortgage being refinanced

The Mortgage being refinanced must:

- Have a Note Date on or before May 31, 2009
- Be a First Lien, conventional Mortgage currently owned by Freddie Mac, in whole or in part, or securitized by Freddie Mac

- Be seasoned for at least three months (that is, the Note Date of the Mortgage being refinanced must be at least three months prior to the Note Date of the Relief Refinance Mortgage – Open Access)

Notwithstanding the requirements of Section 4201.5(c) Restructured Mortgages are eligible to be refinanced as Relief Refinance Mortgages – Open Access. Such Relief Refinance Mortgages – Open Access are eligible to be delivered to Freddie Mac through a flow Purchase Contract.

If the Mortgage being refinanced was considered for and/or received a Freddie Mac modification (Home Affordable Modification Program (HAMP®) or non-HAMP), the Mortgage is eligible to be refinanced as a Relief Refinance Mortgage – Open Access, provided the requirements of this chapter are met. The current contractually-obligated payment terms under the Note, including the most recent modification of the Note, if any, must be used for the purpose of determining whether the Relief Refinance Mortgage – Open Access meets the Borrower benefit requirements below.

If the Mortgage being refinanced has mortgage insurance or pool insurance, it is eligible for refinancing under the provisions of this chapter. Refer to Section 4303.3(h) for additional requirements regarding delivery of Relief Refinance Mortgage – Open Access with mortgage insurance.

If the Mortgage being refinanced has recourse, indemnification or another negotiated credit enhancement, it is ineligible for refinancing as a Relief Refinance Mortgage – Open Access.

(b) Eligibility of the Relief Refinance Mortgage – Open Access

(i) Product eligibility

A Relief Refinance Mortgage – Open Access must be one of the following:

- A conventional 15-, 20- or 30-year fixed-rate, fully amortizing Mortgage
- A conventional 5/1, 7/1 or 10/1 fully amortizing ARM

The Relief Refinance Mortgage – Open Access may be a super conforming Mortgage. See Section 4603.2, for the maximum original loan amounts for super conforming Mortgages.

(ii) Occupancy and the Mortgaged Premises

Each Relief Refinance Mortgage – Open Access must be secured by Mortgaged Premises that are:

- 1- to 4-unit Primary Residences

- Second homes

- 1- to 4-unit Investment Properties

The Mortgaged Premises must be an attached or detached dwelling, a Manufactured Home, unit in a Condominium Project or Planned Unit Development (PUD), or, if permitted by the Seller's Purchase Documents, a Cooperative Unit.

Except as modified by this chapter, the Relief Refinance Mortgage – Open Access must meet all of the eligibility, underwriting and documentation requirements and provisions of the Guide as of the Note Date.

For Mortgages secured by second homes and Investment Properties, the requirements related to the number of financed properties in Sections 4201.15(b)(2), 4201.16(a)(iv) and 4201.16(b)(ii), respectively, do not apply.

Cooperative Share Mortgages must meet the requirements of the Seller's Purchase Documents and this chapter.

For Mortgages secured by Condominium Units, the Seller is not required to evaluate if the Condominium Project meets the project eligibility requirements set forth in Chapter 5701, provided that:

- The Seller represents and warrants that the project is not located in a Condominium Hotel, houseboat project, timeshare project, or a project with segmented ownership; and

- The project has insurance that meets the applicable insurance requirements of Chapter 8202

(c) Borrower eligibility and benefit

(i) Eligible Borrowers

The Borrower(s) obligated on the Note on the Relief Refinance Mortgage – Open Access must be the same as the Borrower(s) obligated on the Note on the Mortgage being refinanced, except that:

- A Borrower obligated on the Note of the Mortgage being refinanced may be omitted from the Note of the Relief Refinance Mortgage – Open Access

- A Borrower(s) may be added to the Note of the Relief Refinance Mortgage – Open Access, except that a nonoccupying Borrower may not be added to a Mortgage secured by a Primary Residence

In all cases, at least one Borrower(s) from the Mortgage being refinanced must be retained.

Living Trusts

A Living Trust may be made irrevocable by a Settlor's death. To be an eligible Borrower at the time of the refinance transaction, the Borrower must continue to be a Living Trust that meets Freddie Mac's revocability and, as applicable, other eligibility requirements.

(ii) Borrower benefit

The Relief Refinance Mortgage – Open Access must be originated for one of the following purposes:

- A reduction in the interest rate of the First Lien Mortgage
- To replace an ARM, Initial Interest℠ Mortgage or any Mortgage with an interest-only period, or a Balloon/Reset Mortgage with a fixed-rate, fully amortizing Mortgage
- A reduction in the amortization term of the First Lien Mortgage
- A reduction in the monthly principal and interest payment of the First Lien Mortgage

A fixed-rate Mortgage may be refinanced into an ARM only when it results in a reduction in the monthly principal and interest payment of the First Lien Mortgage. However, because an ARM is a riskier product than a fixed-rate Mortgage, Sellers should urge Borrowers to refinance into fixed-rate Mortgages whenever possible.

There is no limitation on the amount of the increase in the Borrower's principal and interest payment.

(d) Mortgages ineligible for purchase as Relief Refinance Mortgages – Open Access

Relief Refinance Mortgages – Open Access must not be:

- ARMs having loan-to-value (LTV) ratios exceeding 105%
- Cash-out refinance Mortgages
- Special purpose cash-out refinance Mortgages
- Mortgages with a potential for negative amortization or an Option ARM
- Mortgages originated under Chapter 4602 and any other Mortgage that converts interim construction financing to permanent financing

- Mortgages subject to a temporary subsidy buydown
- FHA Mortgages
- VA Mortgages
- Section 502 GRH Mortgages
- Section 184 Native American Mortgages
- Freddie Mac Relief Refinance Mortgages – Same Servicer
- Home Possible® Mortgages, and any affordable Mortgage, including Mortgages originated under the Seller's proprietary affordable program
- Affordable Merit Rate® Mortgages
- Mortgages submitted to any other automated underwriting system excluding Loan Prospector
- Mortgages with original loans amounts greater than $1,000,000
- Mortgages using an Automated Valuation Model (AVM) other than Home Value Explorer® (HVE®) to determine property value
- Seasoned Mortgages
- Mortgages that exceed the thresholds under the Home Ownership and Equity Protection Act of 1994 and its implementing regulations

4303.3: Requirements for Freddie Mac Relief Refinance Mortgages℠ – Open Access (03/02/16)

The requirements below are effective for Mortgages with Application Received Dates **on or after** November 19, 2012.

(a) Maximum loan-to-value (LTV)/total LTV (TLTV)/Home Equity Line of Credit TLTV (HTLTV) ratios

Except as set forth below in this section and regardless of any maximum LTV, TLTV and HTLTV ratios identified for specific offerings in the Guide or Seller's other Purchase Documents:

- There is no maximum LTV ratio for fixed-rate Relief Refinance Mortgages – Open Access

- The maximum LTV ratio for adjustable-rate Relief Refinance Mortgages – Open Access is 105%

- There are no maximum TLTV and HTLTV ratios

The LTV and TLTV ratios for Texas Equity Section 50(a)(6) Mortgages must not exceed 80%.

(b) Mortgage proceeds

The proceeds of the Relief Refinance Mortgage – Open Access must be used only to:

- Pay off the first Mortgage (amount including only the UPB and interest accrued through the date the Mortgage being refinanced is paid off)

- Pay related Closing Costs, Financing Costs and Prepaids/Escrows not to exceed $5,000

- Disburse cash to the Borrower not to exceed $250

For Relief Refinance Mortgages – Open Access, in the event there are remaining proceeds from the Mortgage after the proceeds are applied as described above:

- The Mortgage amount must be reduced, or

- The excess amount must be applied as a principal curtailment to the Relief Refinance Mortgage – Open Access at closing and must be clearly reflected on the Settlement/Closing Disclosure Statement

Under no circumstances may cash disbursed to the Borrower (or any other payee) exceed $250.

The proceeds may not be used to pay off or pay down any junior liens.

(c) Secondary financing

An existing junior lien:

- Must be subordinate to the Relief Refinance Mortgage – Open Access and must meet requirements for secondary financing set forth in Chapter 4204. An increase in the current unpaid principal amount of any junior lien is prohibited to curtail the Relief Refinance Mortgage – Open Access or to pay related Closing Costs, Financing Costs or Prepaids/Escrows, and no new secondary financing is permitted.

Existing secondary financing may be an Affordable Second® meeting the requirements of the Seller's Purchase Documents. The Affordable Second must be subordinate to the Relief Refinance Mortgage – Open Access. Refer to Section 4303.4 for special delivery requirements for Relief Refinance Mortgage – Open Access with an Affordable Second.

- May be refinanced simultaneously with the First Lien Mortgage being refinanced if the junior lien is being refinanced for one of the following purposes:
  - A reduction in the interest rate of the junior lien
  - To replace an ARM, an interest-only junior lien, or a junior lien with a balloon or call option with a fixed-rate, fully amortizing junior lien
  - A reduction in the amortization term of the junior lien
  - A reduction in the monthly payment of the junior lien

  The UPB of the new junior lien may not be more than the UPB, at the time of payoff, of the junior lien being refinanced.

  If the junior lien being refinanced is a fixed-rate junior lien, the new junior lien may not be an ARM.

(d) Borrower creditworthiness and minimum Indicator Score

Except as modified by this chapter, the Relief Refinance Mortgage – Open Access must meet all of the underwriting requirements in the Guide as of the Note Date of the new refinance Mortgage.

All Relief Refinance Mortgage – Open Access must be submitted to Loan Prospector® in accordance with the requirements of Chapter 5101.

If the Mortgage receives a Loan Prospector evaluation status of invalid, ineligible or incomplete, the Seller must take all steps possible in accordance with Chapter 5101 to correct the information and resubmit the Mortgage to Loan Prospector.

A Relief Refinance Mortgage – Open Access receiving an evaluation status of invalid, ineligible or incomplete is ineligible for sale to Freddie Mac.

For each Loan Prospector Mortgage delivered to Freddie Mac, the Seller is required to include the Key Number in the ULDD Data Point *Automated Underwriting Case Identifier*. A Mortgage delivered without a Key Number will be considered a Non-Loan Prospector Mortgage.

(i) Accept and A-minus Mortgages

Except for Relief Refinance Mortgages – Open Access that are Higher-Priced Covered Transactions (HPCTs) or Higher-Priced Mortgage Loans (HPMLs) with Application Received Dates on or after January 10, 2014, the Borrower's credit reputation is acceptable if:

- The Mortgage receives a Risk Class of Accept, or
- The Mortgage receives a Risk Class of Caution, with an evaluation status of eligible for A-minus. For all A Minus Mortgages, the requirements in Section 5101.9 must be met.

For Relief Refinance Mortgages – Open Access that are HPCTs or HPMLs with Application Received Dates on or after January 10, 2014, the Borrower's credit reputation is acceptable if:

- The Mortgage receives a Risk Class of Accept and has a minimum Indicator Score of 620, or
- The Mortgage receives a Risk Class of Caution, with an evaluation status of eligible for A-minus and has a minimum Indicator Score of 620. For all A-Minus Mortgages, the requirements in Section 5101.9 must be met.

Regardless of the Risk Class, for HPCTs or HPMLs with Application Received Dates on or after January 10, 2014, the Seller must ensure that the minimum Indicator Score requirement is met.

(ii) Risk Class of Caution Manually Underwritten Mortgages

Relief Refinance Mortgages – Open Access with a Risk Class of Caution and no A-minus eligible purchase eligibility message must be manually underwritten in accordance with Topics 5100 through 5500 and this chapter. The Seller is not relieved of any warranties regarding Borrower creditworthiness.

Noncredit Payment References are prohibited and may not be used to establish an acceptable credit reputation for a Relief Refinance Mortgage – Open Access.

To be eligible for sale to Freddie Mac, the Manually Underwritten Relief Refinance Mortgage – Open Access must comply with the minimum Indicator Score requirements in the following chart:

Minimum Indicator Scores **Manually Underwritten Relief Refinance Mortgage – Open Access**		
Property Type	**LTV**	**Minimum Indicator Score**
1- to 4-unit Primary Residence	>75%	660
	≤75%	620
Second home	>75%	720
	≤75%	620
1-unit Investment Property	>75%	720
	≤75%	620
2- to 4-unit Investment Property	>75%	720
	≤75%	660

The Seller must identify and deliver an Indicator Score for all Relief Refinance Mortgages – Open Access in accordance with the requirements of Section 5203.2(e). If the Seller determines that there is no usable Credit Score due to insufficient information or inaccurate information, the Mortgage is not eligible for sale to Freddie Mac.

Manually Underwritten Relief Refinance Mortgages – Open Access must, at a minimum, meet the income and asset documentation requirements of this chapter.

Refer to Section 5203.2(f) for Indicator Score delivery requirements.

(e) Stable monthly income and asset qualification sources and monthly debt payment-to-income ratio

Notwithstanding the requirements in Topic 5300, the Seller is not required to establish a minimum history of receiving income or make a determination that the income can be expected to continue for at least the next three years in order to use the income for qualifying, provided the Seller documents and calculates the income using, at a minimum, documentation required in Section 4303.3(f) . The requirements of Chapters 5301 and 5303 through 5306 do not apply to Relief Refinance Mortgages – Open Access. When using assets as a basis for Mortgage qualification, the Seller must comply with the requirements of Section 5307.1.

For Loan Prospector Mortgages, Loan Prospector calculates and assesses the Borrower's qualifying ratios.

- For Accept Mortgages and A-minus Mortgages, Loan Prospector has determined that the Borrower's qualifying ratios are acceptable, provided the Mortgage is not an HPCT or HPML with an Application Received Date on or after January 10, 2014.

- For Accept Mortgages and A-minus Mortgages that are HPCTs or HPMLs with Application Received Dates on or after January 10, 2014, the Seller must ensure that the debt payment-to-income ratio is not greater than 45% regardless of the Risk Class.

For Caution Mortgages that are Manually Underwritten Mortgages, the debt payment-to-income ratio must be underwritten in accordance with Section 5401.2.

(f) Documentation requirements

Unless modified in this chapter, the Relief Refinance Mortgage – Open Access must meet all of Freddie Mac's documentation requirements as of the Note Date of the refinance Mortgage.

(i) Income documentation information

All income used for qualifying must, at a minimum, be documented as follows in lieu of meeting Streamlined Accept or Standard Documentation requirements in Topic 5300, except as specifically stated below, and regardless of the Documentation Level returned by Loan Prospector:

Income sources	Minimum documentation requirements
Employment income (primary or secondary) **Bonus** **Overtime** **Tip income** **Automobile allowance**	■ Year-to-date (YTD) paystub, salary voucher or written verification of employment (VOE) documenting at least 30 days of income; and ■ Verbal VOE obtained either no more than 10 Business Days prior to the Note Date or after the Note Date but prior to the Delivery Date
Commission income	■ YTD paystub, salary voucher or written VOE documenting at least 30 days of income; or ■ Complete individual federal tax returns covering the most recent one-year period; And ■ Verbal VOE obtained either no more than 10 Business Days prior to the Note Date or after the Note Date but prior to the Delivery Date

Mortgage differential	Provide a copy of the agreement from the employer stating the amount of the payments
Military income **Military reserve income**	YTD Leave and Earnings Statement (LES) or written VOE documenting at least 30 days of income and a verbal VOE obtained either no more than 10 Business Days prior to the Note Date or after the Note Date but prior to the Delivery Date. In lieu of a verbal VOE, an LES dated no more than 30 days prior to Note Date may be provided.
Seasonal employment	■ YTD paystub, salary voucher or written VOE documenting at least 30 days of income; and ■ Verbal VOE obtained either no more than 10 Business Days prior to the Note Date or after the Note Date but prior to the Delivery Date for seasonal employment
Income while on temporary leave from current employment	The Seller may use the Borrower's gross monthly income amount that was received prior to the temporary leave provided that the following documentation is obtained: ■ A paystub or a written VOE documenting pre-leave income; and ■ A written statement signed by the Borrower confirming the Borrower's intent to return to the current employer The Seller must receive no evidence of information from the Borrower's employer indicating that the Borrower does not have the right to return to work after the leave period.
Self-employed **(all types; primary and secondary)**	■ Complete signed individual federal tax return for the most recent year; and ■ Verification of existence of the business through a third-party source obtained either no more than 30 calendar days prior to Note Date or after the Note Date but prior to the Delivery Date
Notes receivable	Copy of the note and most recent one-month bank statement or other equivalent documentation evidencing receipt of the income

Dividend and interest **Capital gains** **Royalty payments**	Copy of complete individual federal income tax returns for the most recent one-year period; evidence of sufficient assets to support the qualifying income for dividend/interest income and capital gains
Trust income	Copy of the Trust Agreement
Retirement income **Retirement account distributions as income** **Survivor and dependent benefit income** **Long-term disability income** **Social Security Supplemental Security Income** **Homeownership Voucher Program** **Public assistance income (including unemployment compensation)** **Foster care income**	■ A copy of the award letter, 1099 or other third-party documentation showing income type, source, amount; or ■ Most recent one-month bank statement or other equivalent documentation evidencing receipt of the income
Alimony **Separate maintenance** **Child support**	Copy of the signed court order and evidence of receipt of the total court ordered amount for the most recent one month
Housing or parsonage allowance	■ A written VOE, a letter from the employer or paystubs reflecting the amount of the housing or parsonage allowance and the terms under which it is paid; or ■ Evidence of one month receipt of the housing allowance
Tax exempt income	The most recent complete individual federal tax returns or other documentation evidencing that the income, or a portion of the income, is nontaxable. Only the nontaxable portion of income may be grossed up.
Rental income	An executed lease agreement or the most recent complete individual federal tax returns

Mortgage Credit Certificate (MCC)	A copy of the MCC

When using assets as a basis for Mortgage qualification, the Seller must document the assets in accordance with the applicable requirements in Section 5307.1.

All Borrowers, whose income is used to qualify, must sign Internal Revenue Service (IRS) Form 4506-T (or an alternate form acceptable to the IRS that authorizes the release of comparable tax information) on the application date and again on the Note Date, except that if the Form 4506-T obtained on the application date is submitted to the IRS and transcripts are received back from the IRS, the Seller is not required to obtain an additional Borrower signed Form 4506-T.

If submitting the Form 4506-T to the IRS, the Seller must ensure that the IRS receives the form prior to the form's expiration date. The Seller must retain the tax documentation received back from the IRS in the Mortgage file.

Income tax information obtained by the Seller directly from the IRS is acceptable in lieu of tax returns, provided that the Seller obtains and maintains in the Mortgage file all of the information that would be included on the tax returns.

For Borrowers with income that is derived from sources in Puerto Rico, Guam or the U.S. Virgin Islands that are exempt from federal income taxation under the Internal Revenue Code, the above requirements apply, except as follows:

- In lieu of a Form 4506-T, Borrowers with income that is derived from sources in Puerto Rico must sign the most recent version of Commonwealth of Puerto Rico Form 2907 titled "Request For Copy of the Return, Estate or Gift Certificate of Release" (Modelo SC 2907 "Solicitud De Copia De Planilla, Relevo De Herencia Y De Donacion") for submission to the Puerto Rico Department of the Treasury, Internal Revenue Area

- Borrowers with income that is derived from sources in Guam or the U.S. Virgin Islands must sign the Form 4506-T (or an alternate form that authorizes the release of comparable tax information) for submission to the Guam Department of Taxation and Revenue or Virgin Islands Bureau of Internal Revenue, as applicable

Additionally, in lieu of the verbal VOE obtained in accordance with the above requirements, the Seller may obtain a written verification of employment or third-party verification of employment when a verbal VOE is unavailable. See Section 5102.3(a) for written verification requirements, Section 5302.3 for verbal VOE requirements and Section 5302.4 for third-party employment and/or income verification requirements.

(ii) Asset documentation information

When verifying funds in the Borrower's depository account, including, but not limited to, a checking, savings, money market, stock, bond or retirement account, the Seller must obtain and maintain in the Mortgage file the most recent monthly or quarterly account statement. For the Borrower's depository accounts, the Seller does not need to meet the documentation requirements of Section 5501.3(b) and (c) or investigate large deposits or increases in balances as required in Section 5501.3(a).

All other asset types (other than depository accounts) must meet the Streamlined Accept documentation requirements in Section 5501.3(b) and (c).

(g) Property valuation requirements

With respect to the determination of property value for a Relief Refinance Mortgage – Open Access, the Seller has the two options identified below. The Seller's regulatory agency may require an appraisal report in instances where Freddie Mac does not; in such event, the Seller must comply with any relevant requirements of regulatory agencies that mandate an appraisal.

For Texas Equity Section 50(a)(6) Mortgages, the Seller must obtain an appraisal that meets Freddie Mac requirements and complies with Section 50(a)(6)(Q)(ix) and Section 50(h) of Article XVI of the Texas Constitution.

- **Option One: Home Value Explorer® (HVE®)**

  The Seller may determine the value of the Mortgaged Premises using a point value estimate from Home Value Explorer (HVE). For detailed information on Home Value Explorer (HVE), visit **http://www.freddiemac.com/hve/hve.html**.

  The Seller that receives a point value estimate and other data generated by Home Value Explorer (HVE) (HVE data) directly from Freddie Mac (as opposed to an authorized Home Value Explorer (HVE) distributor or reseller) to originate Relief Refinance Mortgages – Open Access will be deemed to have agreed to the terms and conditions relating to use of data generated by Home Value Explorer (HVE) set forth in the Terms Relating to Use of Data Generated by Home Value Explorer, included in Exhibit 32, Terms Relating to Use of Data Generated by Home Value Explorer®.

  The following requirements must be met for the Seller to use a Home Value Explorer (HVE) point value estimate to determine property value for the Relief Refinance Mortgage – Open Access:

  - ❑ The property must be a 1- or 2-unit dwelling
  - ❑ The property must be an attached or detached dwelling, or a unit in a Condominium Project or Planned Unit Development (PUD)

- The property must not be a Manufactured Home, dwelling on a leasehold estate, or if the Seller is permitted to deliver Cooperative Share Mortgages under its Purchase Documents, a Cooperative Unit

- The HVE point value estimate must have a Forecast Standard Deviation that is no greater than 0.20 (corresponding to a Confidence Score of "H" (high) or "M" (medium))

- The Seller must maintain the HVE point value estimate for the Relief Refinance Mortgage – Open Access and any information necessary to evidence compliance with the HVE requirements. Upon Freddie Mac's request, the Seller must provide Freddie Mac with a copy of this HVE documentation.

- As of the Note Date of the Relief Refinance Mortgage – Open Access, the HVE point value estimate may not be more than 120 days old

If the above requirements are met and the Seller uses the HVE point value estimate to determine value:

- The Seller is relieved of representations and warranties regarding the value, internal and external condition and marketability of the Mortgaged Premises for the Relief Refinance Mortgage – Open Access, provided that if the Seller, as of the Settlement Date, is aware of any circumstances or conditions that would adversely affect the value, condition or marketability of the Mortgaged Premises, the refinance Mortgage is not eligible for sale to Freddie Mac under Option One and the Seller must determine the value of the Mortgaged Premises in accordance with Option Two described below

- The Seller represents and warrants that all information provided by the Seller for the purpose of obtaining the HVE point value estimate, including the address of the Mortgaged Premises, is true, complete and accurate

If the above requirements for use of the HVE point value estimate are not met, the Seller must determine the value of the Mortgaged Premises in accordance with Option Two described below.

For special delivery instructions related to the delivery of Mortgages for which the Seller determines property value using the HVE point value estimate refer to Section 4303.3.

- **Option Two: New appraisal**

The Seller must obtain an appraisal with an interior and exterior inspection that meets Freddie Mac requirements.

The Seller is not responsible for the representations and warranties regarding the value, condition and marketability of the Mortgaged Premises. Notwithstanding the

requirements of Section 5601.12(e), Freddie Mac will accept appraisal reports with a Uniform Appraisal Dataset (UAD) condition rating of C5 or C6 and/or a UAD quality rating of Q6 completed on an "as-is" basis; the appraisal does not have to be completed "subject to" needed repairs being completed.

The Seller is not responsible for the completeness and accuracy of the appraiser's description of the Mortgaged Premises, and the accuracy of and support for, the appraiser's opinion of the market value of the Mortgaged Premises as specified in Section 5601.12.

Notwithstanding the provisions of Sections 4201.5 and 5601.8(b), the Seller is not required to obtain a new appraisal if the Settlement Date is more than 120 days after the Note Date.

When obtaining a new appraisal using Option Two above, the special appraisal and collateral requirements in Section 4603.5 do not apply for super conforming Relief Refinance Mortgages – Open Access.

- **Properties affected by disasters**

  Notwithstanding the provisions of Section 5601.2(c), for Relief Refinance Mortgages secured by properties in areas affected by disasters:

  - A Seller is not required to obtain a property inspection or new appraisal when a property valuation (either an HVE point value estimate or an appraisal) was relied on prior to a disaster, provided the Mortgage meets the requirements of Chapter 8202; and

  - A Seller can use an HVE point value estimate with a high or medium confidence score after a disaster without obtaining a property inspection or appraisal to determine property condition, provided that the Mortgage meets the requirements of Chapter 8202

  This flexibility for Freddie Mac Relief Refinance Mortgages does not impact Servicing requirements. Seller/Servicers must ensure that the Mortgaged Premises are covered by insurance meeting the requirements in Chapter 8202, and in accordance with the terms of the Security Instrument and applicable law. See Section 5601.2(c) for additional information relating to property eligibility requirements for properties affected by disasters.

(h) Mortgage insurance

For each Relief Refinance Mortgage – Open Access with an LTV ratio greater than 80%:

- If the Mortgage being refinanced has mortgage insurance coverage, then the same percentage of mortgage insurance coverage must be maintained for the new refinance Mortgage on the entire UPB

- If the Mortgage being refinanced does not have mortgage insurance coverage, then no mortgage insurance coverage is required for the new refinance Mortgage

The Seller/Servicer must comply with any requirements established by the applicable mortgage insurer to transfer and/or maintain the existing mortgage insurance coverage.

Refer to Section 4303.4 for special delivery requirements for Relief Refinance Mortgage – Open Access related to mortgage insurance.

(i) Hardest Hit Fund (HHF)

HHF program funds provided by a state Housing Finance Agency ("HFA") may be used to pay down the outstanding balance on a Mortgage being refinanced at the time of closing, and to pay Closing Costs, Financing Costs and Prepaids/Escrows for the Relief Refinance Mortgage – Open Access, as long as the funds do not result in a lien on the property.

The Mortgage file must contain documentation verifying the terms and conditions under which the HHF program funds are provided to the Borrower.

When repayment of HHF program funds is required, the verified payment must be included in the monthly debt payment-to-income ratio, unless repayment of funds is due only upon sale or default.

The HHF program funds must be reflected on the Settlement/Closing Disclosure Statement.

(j) Incentives and contributions

The following requirements are effective for Mortgages with Application Received Dates on or after April 30, 2013:

(i) The lender may provide the Borrower with a cash or a cash-like (e.g., a gift card) incentive that is not part of the refinance transaction and is therefore not reflected on the Settlement/Closing Disclosure Statement provided that:

- The amount of the contribution does not exceed $500.00; and

- No repayment is required

The contribution is not considered cash out to the Borrower and does not have to be included in the calculation of the proceeds of the Relief Refinance Mortgage – Open Access as described in Section 4303.3(b).

(ii) The lender may provide a contribution towards the payoff of the Mortgage being refinanced, provided that:

- The amount of the contribution does not exceed $2,000.00
- No repayment is required; and
- The contribution is reflected on the Settlement/Closing Disclosure Statement

The contribution is not considered cash out to the Borrower provided it does not result in cash disbursed to the Borrower exceeding $250.00, as required in Section 4303.3(b).

As required under the Guide for all Mortgages sold to Freddie Mac, the Seller must comply with the requirements of all applicable laws in structuring and providing the contributions in Section 4303.3(j)(i) and (ii) above.

4303.4: Delivery and pooling requirements for Freddie Mac Relief Refinance Mortgages℠ – Open Access (03/02/16)

(a) Delivery programs for fixed-rate and adjustable-rate Relief Refinance Mortgages℠ – Open Access with loan-to-value (LTV) ratios less than or equal to 105%
Relief Refinance Mortgages – Open Access having LTV ratios less than or equal to 105% must be sold under the following:

- Fixed-rate Cash, using one of the following Servicing options:
  - Servicing retained
  - Concurrent Transfer of Servicing
  - Servicing Released Sales Process

  More information regarding Mortgages eligible for sale under the Servicing Released Sales Process can be found on Freddie Mac's web site at **http://www.freddiemac.com/singlefamily/sell/pdf/available_products.pdf**.

- Weighted Average Coupon (WAC) ARM Cash
- Fixed-rate Guarantor
- WAC ARM Guarantor
- MultiLender Swap

(b) Delivery programs for fixed-rate Relief Refinance Mortgages – Open Access with LTV ratios greater than 105% and less than or equal to 125%

Relief Refinance Mortgages – Open Access having LTV ratios greater than 105% and less than or equal to 125% must be sold under the following:

- Fixed-rate Cash, using one of the following Servicing options:
  - Servicing retained
  - Concurrent Transfer of Servicing

  Relief Refinance Mortgages – Open Access having LTV ratios greater than 105% are not eligible for sale under the Servicing Released Sales Process.
- Fixed-rate Guarantor

(c) Delivery programs for fixed-rate Relief Refinance Mortgages – Open Access with LTV ratios greater than 125%

Relief Refinance Mortgages – Open Access having LTV ratios greater than 125% must be sold only under:

- Fixed-rate Cash, using one of the following Servicing options:
  - Servicing retained
  - Concurrent Transfer of Servicing

  Relief Refinance Mortgages – Open Access having LTV ratios greater than 105% are not eligible for sale under the Servicing Released Sales Process.
- Fixed-rate Guarantor

(d) Delivery requirements

In connection with the delivery of each Relief Refinance Mortgage – Open Access, the Seller must deliver the following ULDD Data Points, in addition to the applicable ULDD Data Points set forth in Chapter 6302. Refer to Section 6302.1 for directions on applying the information set forth in the tables below.

Loan Data Required for Relief Refinance Mortgage – Open Access			
Sort ID	**Data Point Name**	**Valid Value**	**Notes**

Loan Data Required for Relief Refinance Mortgage – Open Access			
Sort ID	**Data Point Name**	**Valid Value**	**Notes**
LOAN – At Closing → Underwriting / Credit Information			
→Loan Details			
315	Loan Purpose Type	Refinance	
294	Refinance Cash Out Determination Type	No Cash Out	
→ Streamlined Loan Details			
222	Related Loan Investor Type	FRE	
221	Related Investor Loan Identifier	<Associated FRE Loan #>	This is the 9-digit Freddie Mac-supplied number assigned to the original Mortgage by the Seller when the Mortgage was initially sold to Freddie Mac.
→Additional Underwriting Details			
291	Total Monthly Income Amount		Insert documented monthly income. Enter the aggregate amount of the monthly income for each qualified Borrower.
LOAN – Current			
→ Product Details			
451	Refinance Program Identifier	Relief Refinance Open Access	For Relief Refinance Mortgages that are also Texas Equity Section 50(a)(6) Mortgages, enter "Relief Refinance Open Access."
→ Origination Information → Mortgage Insurance Information → Mortgage Insurance Details			

Loan Data Required for Relief Refinance Mortgage – Open Access			
Sort ID	**Data Point Name**	**Valid Value**	**Notes**
413/414	MI Company Name Type/ MI Company Name Type Other Description (In the Selling System, this appears as "MI Company Name Type.")	▪ Essent ▪ Genworth ▪ MGIC ▪ PMI ▪ Radian ▪ RMIC ▪ Triad ▪ UGI ▪ Other – ArchMI ▪ Other – CAHLIF ▪ Other – MIF ▪ Other – NMI ▪ Other – RMIC-NC	Enter a valid insurer from Exhibit 10.
412	MI Certificate Identifier		Enter the certificate number of the existing mortgage insurance policy transferred to the Relief Refinance Mortgage – Open Access or the replacement certificate number. Enter a value between five and 10 characters, as defined in Exhibit 10.
416	MI Coverage Percent		If the Mortgage being refinanced has mortgage insurance and the LTV ratio of the Relief Refinance Mortgage – Open Access is greater than 80%, enter the same percentage of loss coverage.
PROPERTY			
42	Project Classification Identifier	Exempt From Review	Enter "Exempt From Review" for Relief Refinance Mortgages – Open Access.

Loan Data Required for Relief Refinance Mortgage – Open Access			
Sort ID	**Data Point Name**	**Valid Value**	**Notes**
41	Project Attachment Type	▪ Attached ▪ Detached	Enter "Attached" if any of the units in the project have a common wall or other direct physical connection with another unit. Enter "Detached" only if all of the units in the project have no common wall or other direct physical connection with another unit. If the data is not available and the subject loan is a Relief Refinance Mortgage, enter "Attached." For Mortgages with Application Received Dates on or after August 1, 2012 and delivered on or after November 26, 2012, this data point is not required.
43/44	Project Design Type/Project Design Type Other Description (In the Selling System, this appears as "Project Design Type.")	Garden Project	Enter "Garden Project" regardless of the number of stories. For Mortgages with Application Received Dates on or after August 1, 2012 and delivered on or after November 26, 2012, this data point is not required.
45	Project Dwelling Unit Count	1	Enter "1" regardless of the number of units. For Mortgages with Application Received Dates on or after August 1, 2012 and delivered on or after November 26, 2012, this data point is not required.

Loan Data Required for Relief Refinance Mortgage – Open Access			
Sort ID	**Data Point Name**	**Valid Value**	**Notes**
46	Project Dwelling Units Sold Count	1	Enter "1" regardless of the number of units sold. For Mortgages with Application Received Dates on or after August 1, 2012 and delivered on or after November 26, 2012, this data point is not required.

When delivering Relief Refinance Mortgages – Open Access with the value of the Mortgaged Premises determined using a point value estimate from Home Value Explorer® (HVE®), the Seller must deliver the following ULDD Data Points:

Data Required for Mortgages Originated using Home Value Explorer (HVE)			
Sort ID	**ULDD Data Point**	**Valid Value**	**Notes**
PROPERTY			
→ Property Information → Appraisal / Valuation Property Details			
89	Property Valuation Method Type	Automated Valuation Model	
83	Property Valuation Amount		Enter the point value estimate provided by HVE.
84	Property Valuation Effective Date		Enter the effective date of the most recent point value estimate.
80	AVM Model Name Type	Home Value Explorer	
LOAN – Current			
→ Product Information → Product Details			
368	Investor Feature Identifier	H03	

When delivering Relief Refinance Mortgages – Open Access with an Affordable Second, the Seller must deliver the following ULDD Data Points:

Data Required for Mortgages with an Affordable Second			
Sort ID	**ULDD Data Point**	**Valid Value**	**Notes**
LOAN – Current → Product Information → Product Details			
368	Investor Feature Identifier	583	

When the loan is a Relief Refinance Mortgage – Open Access, the Seller must deliver the following ULDD Data Point, if applicable:

Loan Data Required for Relief Refinance Mortgage – Open Access			
Sort ID	**Data Point Name**	**Valid Value**	**Notes**
LOAN – Current → Product Information → Product Details			
368	Investor Feature Identifier	H28	Relief Refinance Mortgage with Property Assessed Clean Energy (PACE) Obligation

The Feedback Certificate for a Relief Refinance Mortgage – Open Access will contain the existing nine-digit Freddie Mac loan number for the Mortgage being refinanced.

(e) Special Mortgage insurance delivery requirements

For Relief Refinance Mortgage – Open Access with mortgage insurance being transferred from the Mortgage being refinanced, the Seller must enter the existing mortgage insurance certificate number or, if applicable, the replacement certificate number and existing percent of coverage for the mortgage being refinanced for the Relief Refinance Mortgage – Open Access.

The Seller must complete the ULDD Data Point *MI Company Name Type* if the Mortgage has mortgage insurance coverage. The Seller must deliver the mortgage insurance company name that identifies the Freddie Mac-approved mortgage insurer that is insuring the Mortgage in the ULDD Data Point *MI Company Name Type*, as well as completing the other mortgage insurance-related ULDD Data Points.

The Feedback Certificate for a Relief Refinance Mortgage Open Access will contain the mortgage insurance loss coverage percentage, the mortgage insurance certificate number, and

mortgage insurer name as applicable. Refer to Exhibit 10, Freddie Mac Approved Mortgage Insurers, for the applicable ULDD Data Point *MI Company Name Type*.

Republic Mortgage Insurance Co. and RMIC of North Carolina (collectively, "RMIC")

If the Mortgage being refinanced has a certificate of insurance from RMIC and the existing coverage is continued through modification of the existing mortgage insurance certificate, that coverage may be maintained for the Relief Refinance Mortgage – Open Access and that Mortgage is eligible for sale to Freddie Mac. For purposes of delivering Relief Refinance Mortgages – Open Access with RMIC mortgage insurance, the Seller should deliver the ULDD Data Point *MI Company Name* Type "RMIC."

PMI Mortgage Insurance Co. and its Freddie Mac-approved wholly-owned subsidiaries (collectively, "PMI")

If the Mortgage being refinanced has a certificate of insurance from PMI and the existing coverage is continued through modification of the existing mortgage insurance certificate, that coverage may be maintained for the Relief Refinance Mortgage – Open Access and the Relief Refinance Mortgage is eligible for sale to Freddie Mac. For purposes of delivering Relief Refinance Mortgages – Open Access with PMI mortgage insurance, the Seller should deliver the ULDD Data Point *MI Company Name Type* "PMI."

If the Relief Refinance Mortgage – Open Access is being delivered without mortgage insurance in accordance with the requirements of Section 4303.3(h), the Seller must deliver the following ULDD Data Points:

Loan Data Required for Relief Refinance Mortgage – Open Access			
Sort ID	**Data Point Name**	**Valid Value**	**Notes**
LOAN – Current→ Origination Information			
→ Mortgage Insurance Information → Mortgage Insurance Details			
429/430	Primary MI Absence Reason Type/ Primary MI Absence Reason Type Other Description (In the Selling System, this appears as "Primary MI Absence Reason Type.")	Other - No MI Based on Mortgage Being Refinanced	Enter "No MI Based On Mortgage Being Refinanced" for Relief Refinance Mortgages – Open Access, if applicable.

(f) Special delivery requirements for Cash Contracts

For fixed-rate and adjustable-rate Relief Refinance Mortgages – Open Access with LTV ratios less than or equal to 105%, there are no special delivery requirements for the Mortgages.

For fixed-rate Relief Refinance Mortgages – Open Access with LTV ratios greater than 105%:

- All Mortgages in a particular Cash contract must have LTV ratios either:
  - Greater than 105% and less than or equal to 115%; or
  - Greater than 115%

Mortgages with LTV ratios greater than 105% must not be included in fixed-rate Cash contracts that include Mortgages with LTV ratios less than or equal to 105%. The Cash contract may include both Relief Refinance Mortgages – Open Access and Relief Refinance Mortgages – Same Servicer with the applicable LTV ratios.

- The Seller must identify fixed-rate Cash contracts for Relief Refinance Mortgages with LTV ratios greater than 105% by selecting the appropriate "LTV Range for the contract" on the Take Out a Cash Contract screen in the Selling System℠:
  - For LTV ratios greater than 105% and less than or equal to 115%: select ">105% - <=115%"
  - For LTV ratios greater than 115%: select ">115%"

The Seller should refer to Chapter 6302 and their other Purchase Documents for delivery requirements related to specific Mortgages (e.g., super conforming Mortgages).

(g) Pooling requirements for Gold PCs® and Giant PCs

For fixed-rate and adjustable-rate Relief Refinance Mortgages – Open Access with LTV ratios less than or equal to 105%:

There are no special pooling requirements for the Mortgages.

The Seller should refer to Chapter 6302 and their other Purchase Documents for delivery and pooling requirements related to specific Mortgages (e.g., Cooperative Share Mortgages, super conforming Mortgages) and refer to Chapter 6202 for general pooling requirements for fixed-rate Mortgages under the fixed-rate Guarantor or MultiLender Swap programs, and to Chapter 6202 for general pooling requirements for ARMs under the WAC ARM Guarantor program.

For fixed-rate Relief Refinance Mortgages – Open Access with LTV ratios greater than 105% and less or equal to 125%:

The Mortgages must not be pooled together with Mortgages having LTV ratios less than or equal to 105%. Instead, the Mortgages must be pooled in PC Pools with a prefix designation specifically for Relief Refinance Mortgages having LTV ratios greater than 105%. The PC Pool may include both Relief Refinance Mortgages –Open Access and Relief Refinance Mortgages – Same Servicer, and all the Mortgages in the PC Pool must have LTV ratios greater than 105%.

The Seller should refer to Chapter 6302 and their other Purchase Documents for delivery and pooling requirements related to specific Mortgages (e.g., Cooperative Share Mortgages, super conforming Mortgages) and refer to Chapter 6202 for general pooling requirements for fixed-rate Mortgages under the fixed-rate Guarantor program.

The Seller should refer to Exhibit 17S, Available Mortgage Products, for more information about eligibility requirements for Relief Refinance Mortgages – Open Access having LTV ratios greater than 105% and less than or equal to 125% which are sold under the fixed-rate Guarantor program.

For fixed-rate Relief Refinance Mortgages – Open Access with LTV ratios greater than 125%:

The Mortgages must not be pooled together with Mortgages having LTV ratios less than or equal to 125%. Instead, the Mortgages must be pooled in PC Pools with a prefix designation specifically for Relief Refinance Mortgages having LTV ratios greater than 125%. The PC Pool may include both Relief Refinance Mortgages – Open Access and Relief Refinance Mortgages – Same Servicer, and all the Mortgages in the PC Pool must have LTV ratios greater than 125%.

Sellers should refer to Chapter 6302 and their other Purchase Documents for delivery and pooling requirements related to specific Mortgages (e.g., Cooperative Share Mortgages, super conforming Mortgages) and refer to Chapter 6202 for general pooling requirements for fixed-rate Mortgages under the fixed-rate Guarantor program.

Sellers should refer to Exhibit 17S for more information about eligibility and coding requirements for Relief Refinance Mortgages – Open Access having LTV ratios greater than 125% which are sold under the fixed-rate Guarantor program through the Selling System.

(h) Pooling requirements for WAC ARM PCs

Only Relief Refinance Mortgages – Open Access which have LTV ratios less than or equal to 105% may be ARMs. There are no special pooling requirements for such Relief Refinance Mortgages – Open Access.

The Seller should refer to Chapter 6302 and their other Purchase Documents for delivery and pooling requirements related to specific Mortgages (e.g., super conforming Mortgages) and refer to Chapter 6202 for general pooling requirements for ARMs under the WAC ARM Guarantor program.

4303.5: Postsettlement delivery fees and other assessments and credits for Freddie Mac Relief Refinance Mortgages℠ – Open Access (03/02/16)

(a) Postsettlement delivery fees (delivery fees)

Special delivery fees are applicable to Relief Refinance Mortgages – Open Access. The Seller must refer to Exhibit 19, Postsettlement Delivery Fees, for information on delivery fees, delivery fee rates and delivery fee caps.

Delivery fees are paid in accordance with the delivery fee provisions stated in Chapter 6303.

(b) Cash adjustor under fixed-rate Cash

For fixed-rate Relief Refinance Mortgages – Open Access which have loan-to-value (LTV) ratios greater than 105% and which are sold under fixed-rate Cash, Freddie Mac may apply a cash adjustor. The cash adjustor values will be provided in the Selling System℠ and may change at any time at Freddie Mac's discretion. The cash adjustor values are determined as of the commitment date. Because the cash adjustor value will not be included in the contract product price at time of commitment, it must be applied by the Seller to a particular Mortgage at commitment.

Freddie Mac will net the cash adjustor amount against the contract product price displayed in the Selling System once the Seller allocates a Mortgage to the contract.

4303.6: Other Guide provisions related to Freddie Mac Relief Refinance Mortgages℠ – Open Access (03/02/16)

In addition to the requirements in this chapter, other requirements are described in the following locations:

Provision	Location
Second home Mortgages	Section 4201.15
Investment Property Mortgages	Section 4201.16
Higher-Priced Mortgage Loans and Higher-Priced Covered Transactions	Section 4202.5
Maximum original loan amounts for Home Mortgage purchase	Section 4203.3
Requirements for Texas Equity Section 50(a)(6) Mortgages	Section 4301.7
ARMs	Chapter 4401
Minimum and maximum original loan amounts for super conforming Mortgages	Section 4603.2
Using Loan Prospector®	Chapter 5101
Underwriting the Borrower	Topics 5100 through 5500
Credit Scores	Section 5203.2
Documenting and delivering Underwriting and Indicator Scores	Section 5203.2(f)
Freddie Mac Swap Disclosure and Pooling Requirements	Chapter 6202
Mortgage Delivery Instructions	Chapter 6302
Special delivery requirements for Mortgages with principal curtailments	Section 6302.32
Available Mortgage Products	Exhibit 17S
Postsettlement Delivery Fees	Exhibit 19

Provision	Location
Terms Related to Use of Data Generated by Home Value Explorer®	Exhibit 32

Chapter 4401: ARMs

4401.1: Eligible ARMs (03/02/16)

Freddie Mac will purchase rate-capped ARMs that are fully amortizing First Lien Mortgages with an original maturity not exceeding 30 years. For Higher-Priced Mortgage Loan and Higher-Priced Covered Transaction requirements, see the Glossary and Section 4202.5.

Many of the sections of this chapter have charts that set forth specific requirements for eligible ARM products, such as the Index and Lookback Period applicable to each ARM product, the Initial Cap and Periodic Cap of each ARM product and the Uniform Instruments to be used in connection with the origination of each ARM product. Exhibit 17S, Available Mortgage Products, provides a consolidated summary of certain information contained in the charts of this chapter regarding eligible ARM products.

4401.2: Eligible ARM products (03/02/16)

ARMs eligible for purchase by Freddie Mac have an Initial Period followed by subsequent Note Rate adjustments that occur on a periodic basis, as specified in the Note. The following chart shows, for each eligible ARM product, the applicable Initial Period and the subsequent adjustment period.

Eligible ARM Product	**Initial Period***	**Periodic Adjustments (Subsequent to the Initial Period)**
1-year ARM	12 months	12 months
3-year ARM	36 months	36 months
5-year ARM	60 months	60 months
3/1 ARM	36 months	12 months
5/1 ARM	60 months	12 months
7/1 ARM	84 months	12 months

10/1 ARM	120 months	12 months

* The Initial Period may be shorter or longer than the number of months specified. See Section 4401.5 for the time frame within which the first Interest Change Date must occur.

4401.3: Eligible ARM Index and Lookback Period (03/02/16)

ARMs eligible for purchase by Freddie Mac are subject to periodic Note Rate adjustments based on the value of an Index at a specified time, as set forth in the Note. The time interval for establishing the Index value is referred to as the Lookback Period. The following chart shows the Indices applicable to each eligible ARM product and the Lookback Period used to establish the Index values.

Eligible ARM Product	Index	Lookback Period
1-year ARM	1-Yr Weekly CMT*	45 days
	1-Yr LIBOR**	45 days
3-year ARM	3-Yr Weekly CMT	45 days
5-year ARM	5-Yr Weekly CMT	45 days
3/1 ARM	1-Yr Weekly CMT	45 days
	1-Yr LIBOR	45 days
5/1 ARM	1-Yr Weekly CMT	45 days
	1-Yr LIBOR	45 days
7/1 ARM	1-Yr Weekly CMT	45 days
	1-Yr LIBOR	45 days
10/1 ARM	1-Yr Weekly CMT	45 days

Eligible ARM Product	Index	Lookback Period
	1-Yr LIBOR	45 days

* CMT = Constant Maturity Treasury

** LIBOR = London Interbank Offered Rate

4401.4: General ARM requirements (03/02/16)

(a) Due Date

The Due Date, as stated in the Note, must occur on the first day of the month.

(b) Payment Change Date

The Payment Change Date must occur on the first day of the month following each Interest Change Date.

(c) Calculation of monthly payment amount

The monthly payment amount that is calculated following each Interest Change Date must be sufficient to fully amortize the UPB over the remaining term of the ARM.

(d) Margin

For 1-year ARMs, 3/1 ARMs and 3-year ARMs, the Margin must be less than 400 basis points. For all other ARMs, there is no maximum Margin. For more information on Margins, refer to:

- Section 6102.4 for ARMs sold under WAC ARM Cash
- Section 6201.3 for ARMs sold under WAC ARM Guarantor.

(e) Lifetime Ceiling

The Lifetime Ceiling must equal the sum of the Note Rate at origination plus the Life Cap specified in Section 4401.5(c).

(f) Lifetime Floor

ARMs with Lifetime Floors are not eligible for sale to Freddie Mac unless specifically provided for in the Purchase Documents.

4401.5: ARM Note Rate change requirements (03/02/16)

ARMs eligible for purchase by Freddie Mac must comply with the requirements of this Section 4401.5 regarding when an Interest Change Date may occur, how the Note Rate is calculated at an Interest Change Date and how much the Note Rate may increase or decrease at an Interest Change Date. In all cases, Note Rate changes must comply with the terms of the Note and with applicable law.

(a) Interest Change Date

The Interest Change Date, as stated in the Note, must occur on the first day of the month.

The following chart shows the time frame within which the first Interest Change Date must occur, and the number of months between all subsequent Interest Change Dates:

Eligible ARM Product	1st Interest Change Date Period Between 1st Payment Due Date and 1st Interest Change Date	Subsequent Interest Change Dates Period Between Interest Change Dates After 1st Interest Change Date
1-year ARM	6-18 months	12 months
3-year ARM	30-42 months	36 months
5-year ARM	54-66 months	60 months
3/1 ARM	30-42 months	12 months
5/1 ARM	54-66 months	12 months
7/1 ARM	78-90 months	12 months
10/1 ARM	114-126 months	12 months

(b) Calculation of changes

The Note Rate must be calculated in accordance with the terms of the Note. Additionally, the following requirements must be met:

- Due to the fractional nature of the LIBOR Index, the Index value must be truncated to the third decimal place before adding the Margin

- The sum of the current Index value plus the Margin must be rounded to the nearest one-eighth of 1% (0.125%)

- For LIBOR-Indexed ARMs, the Seller must inform the Borrower in writing on or before the Note Date and in each Note Rate adjustment notice that the LIBOR Index used to calculate the new Note Rate for each Interest Change Date is the average of the London interbank offered rates for six-month or one-year US dollar denominated deposits, as applicable, as published in the print edition of *The Wall Street Journal*

(c) Limits on Note Rate changes

The ARM must have limitations on the amount that the Note Rate may increase or decrease at each Interest Change Date.

1. The Note Rate at the first Interest Change Date is subject to a maximum and minimum Note Rate, as specified in the Note:

   - The maximum Note Rate at the first Interest Change Date is determined by adding the Initial Cap to the Note Rate at the time of origination

   - The minimum Note Rate at the first Interest Change Date is determined by subtracting the Initial Cap from the Note Rate at the time of origination; however, the minimum Note Rate may not be less than the Margin

2. The Note Rate at subsequent Interest Change Dates is subject to a Periodic Cap, as specified in the Note

3. The Note Rate at each Interest Change Date may not exceed the Lifetime Ceiling, as specified in the Note. The Lifetime Ceiling is determined by adding the Life Cap to the Note Rate in effect at time of origination.

(d) Applicable caps for eligible ARM products

The following chart shows the applicable Initial Cap, Periodic Cap and Life Cap for ARM products eligible under WAC ARM Cash:

Eligible ARM Product	Index	Initial Cap	Periodic Cap	Life Cap
1-year ARM	1-Yr Weekly CMT*	1%	1%	6%

Eligible ARM Product	Index	Initial Cap	Periodic Cap	Life Cap
	1-Yr Weekly CMT	2%	2%	6%
	1-Yr LIBOR**	2%	2%	6%
3/1 ARM	1-Yr Weekly CMT	2%	2%	6%
	1-Yr LIBOR	2%	2%	5 or 6%
5/1 ARM	1-Yr Weekly CMT	2%	2%	5%
	1-Yr LIBOR	2%	2%	5 or 6%
7/1 ARM	1-Yr Weekly CMT	5%	2%	5%
	1-Yr LIBOR	5%	2%	5%
10/1 ARM	1-Yr Weekly CMT	5%	2%	5%
	1-Yr LIBOR	5%	2%	5%

* CMT = Constant Maturity Treasury

** LIBOR = London Interbank Offered Rate

The following chart shows the applicable Initial Cap, Periodic Cap and Life Cap for ARM products eligible under the WAC ARM Guarantor program:

Eligible ARM Product	Index	Initial Cap	Periodic Cap	Life Cap
1-year ARM	1-Yr Weekly CMT*	1%	1%	Less than or equal to 6%
	1-Yr Weekly CMT	2%	2%	Less than or equal to 6%

Eligible ARM Product	Index	Initial Cap	Periodic Cap	Life Cap
	1-Yr LIBOR**	2%	2%	Less than or equal to 6%
3-year ARM	3-Yr Weekly CMT	2%	2%	Less than or equal to 6%
5-year ARM	5-Yr Weekly CMT	2%	2%	Less than or equal to 6%
3/1 ARM	1-Yr Weekly CMT	2%	2%	Less than or equal to 6%
	1-Yr LIBOR	2%	2%	Less than or equal to 6%
5/1 ARM	1-Yr Weekly CMT	2%	2%	Less than or equal to 6%
	1-Yr LIBOR	2%	2%	Less than or equal to 6%
7/1 ARM	1-Yr Weekly CMT	Same as Life Cap	2%	Less than or equal to 6%
	1-Yr Weekly CMT	2%	2%	Less than or equal to 6%
	1-Yr Weekly CMT	3%	2%	Less than or equal to 6%
	1-Yr Weekly CMT	5%	2%	Less than or equal to 6%

Eligible ARM Product	Index	Initial Cap	Periodic Cap	Life Cap
	1-Yr LIBOR	2%	2%	Less than or equal to 6%
	1-Yr LIBOR	5%	2%	Less than or equal to 6%
10/1 ARM	1-Yr Weekly CMT	Same as Life Cap	2%	Less than or equal to 6%
	1-Yr Weekly CMT	2%	2%	Less than or equal to 6%
	1-Yr Weekly CMT	3%	2%	Less than or equal to 6%
	1-Yr Weekly CMT	5%	2%	Less than or equal to 6%
	1-Yr LIBOR	2%	2%	Less than or equal to 6%
	1-Yr LIBOR	5%	2%	Less than or equal to 6%

* CMT = Constant Maturity Treasury

** LIBOR = London Interbank Offered Rate

4401.6: Mortgage insurance requirements for ARMs (03/02/16)

The Seller must provide mortgage insurance on all ARMs in accordance with Section 4701.1.

4401.7: Title insurance requirements for ARMs (03/02/16)

The Seller must provide title insurance in accordance with Chapter 4702.

4401.8: Underwriting requirements for ARMs (03/02/16)

(a) Special ARM qualifications

For 1-year ARMs, 3-year ARMs, 5-year ARMs, 3/1 ARMs, 5/1 ARMs that are less than one year old at the time of delivery, the initial Note Rate cannot be more than three percentage points below the fully-indexed rate. For purposes of this Section 4401.8, the fully-indexed rate is the sum of the Margin plus a value of the applicable Index at any time within 90 days preceding the Note Date, rounded to the nearest one-eighth of 1% (0.125%).

(b) Calculating Borrower ratios for ARMs

For all ARMs, the Borrower must be qualified as follows:

ARM Type	Borrower Qualified at
1-year ARM 3/1 ARM 3-year ARM 5/1 ARM 5-year ARM	No less than the greater of the Note Rate plus two percentage points or the fully-indexed rate
7/1 ARM 10/1 ARM	For Mortgages with Application Received Dates prior to **January 10, 2014**, no less than the Note Rate. For Mortgages with Application Received Dates on or after **January 10, 2014**, no less than the: ■ Note Rate for Mortgages that are not Higher-Priced Covered Transactions (HPCTs) or Higher-Priced Mortgage Loans (HPMLs) ■ Greater of the Note Rate or the fully-indexed rate for Mortgages that are HPCTs or HPMLs

(c) Buydowns

For ARMs that are Financed Permanent Buydown Mortgages and ARMs with temporary subsidy buydown plans, the Borrower must be qualified in accordance with the requirements of this section.

For additional buydown provisions related to ARMs, refer to Section 4204.4 for ARMs with temporary subsidy buydown plans and Chapter 4601 for Financed Permanent Buydown Mortgages.

4401.9: Postsettlement delivery fees (delivery fees) for ARMs (03/02/16)

A special delivery fee will be assessed and billed to the Seller in conjunction with the sale of certain ARMs. The Seller must refer to Exhibit 19, Postsettlement Delivery Fees, for information on the ARM delivery fee and other delivery fees.

Delivery fees are paid in accordance with the delivery fee provisions outlined in Chapter 6303.

Chapter 4402: Seller-Owned Converted and Seller-Owned Modified Mortgages

4402.1: Common requirements for Seller-Owned Converted and Seller-Owned Modified Mortgages (03/02/16)

(a) Eligible Mortgages

(i) Requirements related to the Mortgage prior to conversion or modification

Prior to conversion or modification, the Mortgage must have had the following characteristics:

- The Mortgage must have been secured by a First Lien on a 1- to 4-unit Primary Residence or a 1-unit second home
- The occupancy type of the Mortgage Premises must not have changed since the Note Date or since the Effective Date of Permanent Financing if the Mortgage was originated as a Construction Conversion or Renovation Mortgage
- The Mortgage met all Freddie Mac's eligibility and underwriting requirements on the Note Date or on the Effective Date of Permanent Financing if the Mortgage was originated as a Construction Conversion or Renovation Mortgage
- The loan-to-value (LTV), total LTV (TLTV) and Home Equity Line of Credit (HELOC) TLTV (HTLTV) ratios did not exceed the limits in Section 4203.4 as of the Note Date or as of the Effective Date of Permanent Financing if the Mortgage was originated as a Construction Conversion or Renovation Mortgage
- The principal balance of the Mortgage has not increased since the Note Date, or since the Effective Date of Permanent Financing if the Mortgage was originated as a Construction Conversion or Renovation Mortgage, and the loan amount of the Mortgage prior to modification did not exceed the maximum loan amount in Section 4203.3 in effect on the Note Date (The Mortgage may not be a super conforming Mortgage)
- The Mortgage was not in default and otherwise meets the requirements in Section 4201.7
- The Mortgage was a conventional, fully amortizing Mortgage and the Mortgage had an original amortization term no greater than 30 years from the Note Date or from the

Effective Date of Permanent Financing if the Mortgage was originated as a Construction Conversion or Renovation Mortgage

- The Mortgage was not a Restructured Mortgage prior to conversion or modification
- The Mortgage was not an interest-only Mortgage prior to conversion or modification

(ii) Eligibility of the Seller-Owned Converted or Seller-Owned Modified Mortgage

A Seller-Owned Converted or Seller-Owned Modified Mortgage must have the following characteristics:

- The Mortgage meets all Freddie Mac's eligibility and underwriting requirements in effect on the Delivery Date
- The current LTV, TLTV and HTLTV ratios do not exceed the limits in Section 4203.4 as of the Delivery Date. The current ratios are calculated by dividing the UPB of the Mortgage as of the Delivery Date by the value as defined in Section 4203.1.
- The Mortgage must comply with the maximum original loan amounts stated in Section 4203.3 in effect on the Settlement Date. (The Mortgage may not be a super conforming Mortgage.)
- The Seller may not have assessed a prepayment penalty in connection with the conversion or modification of the Mortgage
- The Borrowers are the same as the Borrowers on the Mortgage prior to conversion or modification, except that a Borrower who contributed no qualifying income, assets or reserves to the Mortgage may have been removed
- The Mortgage is a conventional, fully amortizing Mortgage and the Mortgage term may not extend beyond 30 years from the Note Date or from the Effective Date of Permanent Financing if the Mortgage was originated as a Construction Conversion or Renovation Mortgage
- The Seller-Owned Converted or Seller-Owned Modified Mortgage is not a Restructured Mortgage

A Mortgage originated as a Construction Conversion or Renovation Mortgage is a Seller-Owned Modified Mortgage if:

- The terms of the Permanent Financing have been modified or if an ARM, converted to a fixed-rate Mortgage, after the Effective Date of Permanent Financing; and
- It meets the requirements of this Chapter 4402, and

- It is not a Home Possible® Mortgage or a Mortgage secured by a Manufactured Home

(b) Special underwriting requirements

- Except as modified by this chapter, the Seller is required to manually underwrite and requalify each Borrower using Freddie Mac's eligibility and underwriting requirements in accordance with Topics 5100 through 5500 as in effect as of the Delivery Date. In addition, Mortgages secured by second homes must meet the requirements of Section 4201.15.

- The Mortgage must comply with the minimum Indicator Score requirements set forth in Exhibit 25 for an applicable Mortgage product, and must meet the requirements of Topics 5100 through 5500 . If no Borrower has a usable Credit Score and as a result, the Mortgage does not have an Indicator Score, the Mortgage is not eligible for purchase

- A Seller-Owned Converted or Seller-Owned Modified Mortgage is not eligible to be submitted to Loan Prospector® for evaluation

- The Seller-Owned Converted or Seller-Owned Modified Mortgage will not receive any representation and warranty relief relating to the evaluation of the Mortgage through Loan Prospector and any previous relief provided is of no force and effect in connection with the Mortgage

- The Seller-Owned Converted or Seller-Owned Modified Mortgage eligibility and underwriting requirements must be based on the loan purpose as of the Note Date

(c) Special documentation requirements

The Seller must maintain in the Mortgage file:

- All documentation required by the Purchase Documents as of the Note Date or as of the Effective Date of Permanent Financing if the Mortgage was originated as a Construction Conversion or Renovation Mortgage

- All documentation associated with the conversion or modification of the Mortgage

- The Mortgage payment history of the Mortgage for the 12-month period prior to the Delivery Date (or the full length of Mortgage payment history, if less than 12 months) documented by a new credit report or a Servicer generated payment history

- Credit, employment and income documentation required to requalify each Borrower in accordance with the Standard Documentation requirements in Topic 5300 for the Seller-Owned Converted or Seller-Owned Modified Mortgage including, but not limited to:

  - New Uniform Residential Loan Application

  - New credit report meeting the requirements of Section 5203.1

- ❑ Verification of income and employment

- Any other documentation required as of the Delivery Date (e.g., the Indicator Score). If Freddie Mac required a minimum Indicator Score for the Mortgage at time of origination, the Seller must note this Indicator Score in addition to the Indicator Score required for delivery under this chapter on the Form 1077, Uniform Underwriting and Transmittal Summary.

Underwriting documentation must be obtained within 120 days prior to the modification or Conversion Date.

(d) Property value warranty requirements

The Seller must provide a new appraisal with an effective date no more than 120 days prior to the modification or Conversion Date. The appraisal must meet Freddie Mac requirements. The Seller warrants that the property value has not declined since the effective date of the most recent appraisal if the Mortgage was originated as a Construction Conversion or Renovation Mortgage. The new appraisal must not be used to determine the original LTV, TLTV and HTLTV ratios for the Mortgage or the current LTV, TLTV and HTLTV ratios as of the Delivery Date.

(e) Planned Unit Development, leasehold estate and Condominium Project warranty requirements

For Mortgages secured by Condominium Units, the Seller must underwrite the Condominium Project, and based on such evaluation, must represent and warrant that the Condominium Project complies with the requirements set forth in Chapter 5701.

Mortgages secured by leasehold estates must meet the special warranties set forth in Chapter 5704 as applicable.

Mortgages secured by units in Planned Unit Developments must meet the special warranties set forth in Chapter 5702 as applicable.

(f) Mortgage insurance requirements

- For a Mortgage that had an LTV ratio greater than 80% on the Note Date or on the Effective Date of Permanent Financing if the Mortgage was originated as a Construction Conversion or Renovation Mortgage, and has a current LTV ratio greater than 80%, the required level of mortgage insurance coverage will be determined by the requirements in this Guide as of the Note Date or as of the Effective Date of Permanent Financing if the Mortgage was originated as a Construction Conversion or Renovation Mortgage

- The Seller is not required to increase existing mortgage insurance coverage to comply with Section 4701.1 if Freddie Mac's minimum coverage amounts have increased

between the (i) Note Date or the Effective Date of Permanent Financing if the Mortgage was originated as a Construction Conversion or Renovation Mortgage, and (ii) the Delivery Date

- The Seller/Servicer must warrant that conversion or modification has not altered or impaired the coverage under the mortgage insurance policy. If the Seller/Servicer cannot warrant that the insurance policy has not been impaired, the Seller/Servicer must obtain an endorsement which brings the policy into compliance with the requirements of Section 4701.1.

- Lender-paid mortgage insurance is permitted

- The flexible mortgage insurance options described in Section 4701.1(b) and financed mortgage insurance premiums described in Section 4701.2(a) are not permitted

(g) Form 1077, Uniform Underwriting and Transmittal Summary

On Form 1077, or on another document in the Mortgage file, the Seller must state that the loan is a Seller-Owned Converted Mortgage or a Seller-Owned Modified Mortgage. If applicable, Seller must state that the Mortgage was originated as a Construction Conversion or Renovation Mortgage.

(h) Title insurance

The Mortgage must meet the title insurance requirements of Chapter 4702. The Seller/Servicer must warrant that conversion or modification has not altered or impaired coverage under the title insurance policy or attorney's opinion of title.

(i) Quality control

If the Mortgage is selected for Freddie Mac's post funding quality control, the Seller/Servicer must provide the original underwriting file and the underwriting file required to requalify the Borrower at the time of conversion or modification.

4402.1: Common requirements for Seller-Owned Converted and Seller-Owned Modified Mortgages (Future effective date 07/01/16)

(a) Eligible Mortgages

(i) Requirements related to the Mortgage prior to conversion or modification

Prior to conversion or modification, the Mortgage must have had the following characteristics:

- The Mortgage must have been secured by a First Lien on a 1- to 4-unit Primary Residence or a 1-unit second home

- The occupancy type of the Mortgage Premises must not have changed since the Note Date or since the Effective Date of Permanent Financing if the Mortgage was originated as a Construction Conversion or Renovation Mortgage

- The Mortgage met all Freddie Mac's eligibility and underwriting requirements on the Note Date or on the Effective Date of Permanent Financing if the Mortgage was originated as a Construction Conversion or Renovation Mortgage

- The loan-to-value (LTV), total LTV (TLTV) and Home Equity Line of Credit TLTV (HELOC) (HTLTV) ratios did not exceed the limits in Section 4203.4 as of the Note Date or as of the Effective Date of Permanent Financing if the Mortgage was originated as a Construction Conversion or Renovation Mortgage

- The principal balance of the Mortgage has not increased since the Note Date, or since the Effective Date of Permanent Financing if the Mortgage was originated as a Construction Conversion or Renovation Mortgage, and the loan amount of the Mortgage prior to modification did not exceed the maximum loan amount in Section 4203.3 in effect on the Note Date (The Mortgage may not be a super conforming Mortgage)

- The Mortgage was not in default and otherwise meets the requirements in Section 4201.7

- The Mortgage was a conventional, fully amortizing Mortgage and the Mortgage had an original amortization term no greater than 30 years from the Note Date or from the Effective Date of Permanent Financing if the Mortgage was originated as a Construction Conversion or Renovation Mortgage

- The Mortgage was not a Restructured Mortgage prior to conversion or modification

- The Mortgage was not an interest-only Mortgage prior to conversion or modification

(ii) Eligibility of the Seller-Owned Converted or Seller-Owned Modified Mortgage

A Seller-Owned Converted or Seller-Owned Modified Mortgage must have the following characteristics:

- The Mortgage meets all Freddie Mac's eligibility and underwriting requirements in effect on the Delivery Date

- The current LTV, TLTV and HTLTV ratios do not exceed the limits in Section 4203.4 as of the Delivery Date. The current ratios are calculated by dividing the UPB of the Mortgage as of the Delivery Date by the value as defined in Section 4203.1.

- The Mortgage must comply with the maximum original loan amounts stated in Section 4203.3 in effect on the Settlement Date. (The Mortgage may not be a super conforming Mortgage.)

- The Seller may not have assessed a prepayment penalty in connection with the conversion or modification of the Mortgage

- The Borrowers are the same as the Borrowers on the Mortgage prior to conversion or modification, except that a Borrower who contributed no qualifying income, assets or reserves to the Mortgage may have been removed

- The Mortgage is a conventional, fully amortizing Mortgage and the Mortgage term may not extend beyond 30 years from the Note Date or from the Effective Date of Permanent Financing if the Mortgage was originated as a Construction Conversion or Renovation Mortgage

- The Seller-Owned Converted or Seller-Owned Modified Mortgage is not a Restructured Mortgage

A Mortgage originated as a Construction Conversion or Renovation Mortgage is a Seller-Owned Modified Mortgage if:

- The terms of the Permanent Financing have been modified or if an ARM, converted to a fixed-rate Mortgage, after the Effective Date of Permanent Financing; and

- It meets the requirements of this Chapter 4402, and

- It is not a Home Possible® Mortgage or a Mortgage secured by a Manufactured Home

(b) Special underwriting requirements

- Except as modified by this chapter, the Seller is required to manually underwrite and requalify each Borrower using Freddie Mac's eligibility and underwriting requirements in accordance with Topics 5100 through 5500 as in effect as of the Delivery Date. In addition, Mortgages secured by second homes must meet the requirements of Section 4201.15.

- The Mortgage must comply with the minimum Indicator Score requirements set forth in Exhibit 25 for an applicable Mortgage product, and must meet the requirements of Topics 5100 through 5500 . If no Borrower has a usable Credit Score and as a result, the Mortgage does not have an Indicator Score, the Mortgage is not eligible for purchase

- A Seller-Owned Converted or Seller-Owned Modified Mortgage is not eligible to be submitted to Loan Prospector® for evaluation

- The Seller-Owned Converted or Seller-Owned Modified Mortgage will not receive any representation and warranty relief relating to the evaluation of the Mortgage through Loan Prospector and any previous relief provided is of no force and effect in connection with the Mortgage

- The Seller-Owned Converted or Seller-Owned Modified Mortgage eligibility and underwriting requirements must be based on the loan purpose as of the Note Date

(c) Special documentation requirements

The Seller must maintain in the Mortgage file:

- All documentation required by the Purchase Documents as of the Note Date or as of the Effective Date of Permanent Financing if the Mortgage was originated as a Construction Conversion or Renovation Mortgage

- All documentation associated with the conversion or modification of the Mortgage

- The Mortgage payment history of the Mortgage for the 12-month period prior to the Delivery Date (or the full length of Mortgage payment history, if less than 12 months) documented by a new credit report or a Servicer generated payment history

- Credit, employment and income documentation required to requalify each Borrower in accordance with the Standard Documentation requirements in Topic 5300 for the Seller-Owned Converted or Seller-Owned Modified Mortgage including, but not limited to:

  - New Uniform Residential Loan Application

  - New credit report meeting the requirements of Section 5203.1

  - Verification of income and employment

- Any other documentation required as of the Delivery Date (e.g., the Indicator Score). If Freddie Mac required a minimum Indicator Score for the Mortgage at time of origination, the Seller must note this Indicator Score in addition to the Indicator Score required for delivery under this chapter on the Form 1077, Uniform Underwriting and Transmittal Summary.

Underwriting documentation must be obtained within 120 days prior to the modification or Conversion Date.

(d) Property value warranty requirements

The Seller must provide a new appraisal with an effective date no more than 120 days prior to the modification or Conversion Date. The appraisal must meet Freddie Mac requirements. The Seller warrants that the property value has not declined since the effective date of the

most recent appraisal if the Mortgage was originated as a Construction Conversion or Renovation Mortgage. The new appraisal must not be used to determine the original LTV, TLTV and HTLTV ratios for the Mortgage or the current LTV, TLTV and HTLTV ratios as of the Delivery Date.

(e) Planned Unit Development, leasehold estate and condominium warranty requirements

For Mortgages secured by Condominium Units, the Seller must underwrite the Condominium Project, and based on such evaluation, must represent and warrant that the Condominium complies with the requirements set forth in Chapter 5701.

Mortgages secured by leasehold estates must meet the special warranties set forth in Chapter 5704 as applicable.

Mortgages secured by Planned Unit Developments must meet the special warranties set forth in Chapter 5702 as applicable.

(f) Mortgage insurance requirements

- For a Mortgage that had an LTV ratio greater than 80% on the Note Date or on the Effective Date of Permanent Financing if the Mortgage was originated as a Construction Conversion or Renovation Mortgage, and has a current LTV ratio greater than 80%, the required level of mortgage insurance coverage will be determined by the requirements in this Guide as of the Note Date or as of the Effective Date of Permanent Financing if the Mortgage was originated as a Construction Conversion or Renovation Mortgage

- The Seller is not required to increase existing mortgage insurance coverage to comply with Section 4701.1 if Freddie Mac's minimum coverage amounts have increased between the (i) Note Date or the Effective Date of Permanent Financing if the Mortgage was originated as a Construction Conversion or Renovation Mortgage, and (ii) the Delivery Date

- The Seller/Servicer must warrant that conversion or modification has not altered or impaired the coverage under the mortgage insurance policy. If the Seller/Servicer cannot warrant that the insurance policy has not been impaired, the Seller/Servicer must obtain an endorsement which brings the policy into compliance with the requirements of Section 4701.1.

- Lender-paid mortgage insurance is permitted

- The custom mortgage insurance option described in Section 4701.1 and financed mortgage insurance premiums described in Section 4701.2(a) are not permitted

(g) Form 1077, Uniform Underwriting and Transmittal Summary

On Form 1077, or on another document in the Mortgage file, the Seller must state that the loan is a Seller-Owned Converted Mortgage or a Seller-Owned Modified Mortgage. If applicable, Seller must state that the Mortgage was originated as a Construction Conversion or Renovation Mortgage.

(h) Title insurance

The Mortgage must meet the title insurance requirements of Chapter 4702. The Seller/Servicer must warrant that conversion or modification has not altered or impaired coverage under the title insurance policy or attorney's opinion of title.

(i) Quality control

If the Mortgage is selected for Freddie Mac's post funding quality control, the Seller/Servicer must provide the original underwriting file and the underwriting file required to requalify the Borrower at the time of conversion or modification.

4402.2: Special requirements for Seller-Owned Converted Mortgages (03/02/16)

(a) Overview

Credit related waivers to Guide requirements negotiated elsewhere in the Purchase Documents may apply to Seller-Owned Converted Mortgages unless the credit related waivers, provisions, products or offerings conflict with the requirements of this Chapter, in which case, the requirements of this Chapter will apply unless expressly stated otherwise in the Purchase Documents.

(b) Eligible Mortgages

- A Seller-Owned Converted Mortgage may be secured by a 1- to 4-unit Investment Property
- A Mortgage with a temporary subsidy buydown plan is not eligible for sale as a Seller-Owned Converted Mortgage. If the original Mortgage included a temporary subsidy buydown, any remaining funds in the buydown account at time of conversion must be distributed in accordance with the buydown agreement
- The Seller must warrant that all the original Note and Security Instrument terms for converting the Mortgage to a fixed rate of interest have been met
- The Seller-Owned Converted Mortgage Note must be negotiable, and the entire indebtedness must be fully enforceable against the Borrower and secured by a First Lien on the Mortgaged Premises

- The Seller-Owned Converted Mortgage Note must have a fixed rate of interest with level monthly principal and interest payments

- A fully enforceable due-on-sale clause, such as contained in Freddie Mac's current fixed-rate Uniform Instruments, must be in effect after conversion to fixed-rate

(c) Special underwriting requirements

In addition to the underwriting requirements in Section 4402.1(b), a Seller-Owned Converted Mortgage secured by a 1- to 4-unit Investment Property must meet the requirements of Section 4201.16.

(d) Delivery requirements

See Section 6302.19 for delivery and pooling requirements for Seller-Owned Converted Mortgages.

4402.3: Uniform Instruments and nonstandard documents for Seller-Owned Converted Mortgages (03/02/16)

The original convertible ARM may have been originated using Uniform Instruments in accordance with Section 4101.2 or nonstandard documents. Documentation for the Seller-Owned Converted Mortgage should consist of the following:

- The original Security Instrument and Convertible Adjustable Rate Rider; and

- A document evidencing the conversion of the ARM to a fixed-rate Mortgage; the conversion document must be recorded if necessary to establish that the Seller-Owned Converted Mortgage is a First Lien. The Seller may use the Freddie Mac Multistate Agreement to Convert, Freddie Mac Uniform Instrument Form 3180, to evidence the ARM conversion. If the Seller uses a loan instrument other than the Agreement to Convert, the Seller represents and warrants that the instrument, when completed, contains substantially identical provisions to the Freddie Mac Agreement to Convert and is appropriate for use to evidence the conversion of the Convertible ARM; and

- Either:

  - The original Convertible Adjustable Rate Note with the document evidencing the conversion attached, or

  - A new fixed-rate Note

If a new Note is executed, the Seller must use the Fannie Mae/Freddie Mac Fixed-Rate Note as required by Section 4101.2.

If the Seller-Owned Converted Mortgage is documented with the original documents and a document evidencing the ARM conversion, the following requirements apply:

(a) Original Security Instrument and Convertible Adjustable Rate Rider

The original Security Instrument and Convertible Adjustable Rate Rider must be either:

- The version of the Fannie Mae/Freddie Mac Uniform Security Instrument for the State in which the Mortgaged Premises are located in effect on the Note Date, with either the Fannie Mae or Freddie Mac Uniform Convertible Adjustable Rate Rider, or

- A nonstandard document that contains provisions comparable to the provisions of the version of the Fannie Mae/Freddie Mac Uniform Security Instrument in effect on the Note Date for the State in which the Mortgaged Premises are located, including the provisions relating to:

  - Default and foreclosure rights

  - The use of hazard insurance proceeds, condemnation, and hazardous waste

  - No waivers of homestead rights, dower or similar marital rights

  - Matters that affect the security for the Mortgage, including charges and liens and property preservation

  - Borrower Mortgage payment and escrow obligations

  - Rights of the lender in the event of Borrower bankruptcy

(b) Original Convertible Adjustable Rate Note

The original Convertible Adjustable Rate Note must be either:

- The applicable version of the Fannie Mae or Freddie Mac Uniform Convertible Adjustable Rate Note in effect on the Note Date, or

- A nonstandard Convertible Adjustable Rate Note, provided the Convertible Adjustable Rate Note contains provisions that are consistent with the provisions in the Fannie Mae or Freddie Mac Convertible Adjustable Rate Note for ARMs originated on the Note Date. The Seller must review the Convertible Adjustable Rate Note for consistency, including the provisions relating to the following, and determine that:

  - The late payment fee does not exceed the maximum fee allowed by State law and this Guide

- ❑ There are no provisions allowing skipped payments, a grace period following a partial payment or a grace period for other hardship or other reasons

- ❑ There are no waivers of homestead rights, dower or similar marital rights

(c) Seller-Owned Converted Mortgages originated as a Construction Conversion or Renovation Mortgage

For a Seller-Owned Converted Mortgage that was originated as a Construction Conversion or Renovation Mortgage, the conversion of Interim Construction Financing to Permanent Financing must have occurred prior to the conversion from a Convertible ARM to a fixed-rate Mortgage and must have been documented in accordance with Section 4602.3. The conversion from a Convertible ARM to a fixed-rate Mortgage must be documented in accordance with this Section 4402.3.

4402.4: Special requirements for Seller-Owned Modified Mortgages (03/02/16)

(a) Overview

Credit-related waivers to the Guide requirements negotiated elsewhere in the Purchase Documents shall not apply to Seller-Owned Modified Mortgages.

(b) Ineligible Mortgages

A Seller-Owned Modified Mortgage may not have been originated as:

- A Home Possible® Mortgage

- An Affordable Merit Rate® Mortgage

- A Mortgage using an Automated Valuation Model (AVM)

(c) Special requirements

The Mortgage must only be modified for the purpose of a reduction in interest rate of the First Lien Mortgage.

(d) Delivery requirements

See Section 6302.27 for delivery and pooling requirements for Seller-Owned Modified Mortgages.

4402.5: Uniform Instruments for Seller-Owned Modified Mortgages (03/02/16)

Documentation for a Seller-Owned Modified Mortgage should consist of all of the following:

(a) Security Instrument

The Security Instrument with all applicable riders. The Security Instrument must be either:

- The version of the Fannie Mae/Freddie Mac Uniform Security Instrument for the State in which the Mortgaged Premises are located in effect on the Note Date, or
- A nonstandard document that has been modified to conform to the current Fannie Mae/Freddie Mac Uniform Security Instrument for the State in which the Mortgaged Premises are located

(b) Note

The promissory note must be either:

- The original Fannie Mae/Freddie Mac Uniform Fixed-Rate Note with the loan modification agreement attached, or
- A new Note; a new Note must be used if the Seller-Owned Modified Mortgage is not a fixed-rate Mortgage. If a new Note is executed, Seller must use the applicable Uniform Instrument Note as required by Section 4101.2 for the modified Mortgage Product.

(c) Loan Modification Agreement

A document evidencing the loan modification. The loan modification agreement must be recorded if necessary to establish that the Seller-Owned Modified Mortgage is a First Lien.

The loan modification agreement must contain the following information with respect to the modifications on the Seller-Owned Modified Mortgage:

- The effective date of the loan modification
- The current outstanding principal balance on the Seller-Owned Modified Mortgage
- Whether the interest rate on the Seller-Owned Modified Mortgage is a fixed or adjustable interest rate
- The yearly interest rate on the Seller-Owned Modified Mortgage
- Amount of monthly payments on the Seller-Owned Modified Mortgage

- Date the monthly payments on the Seller-Owned Modified Mortgage begin
- The maturity date of the Seller-Owned Modified Mortgage

If the original Mortgage is either (i) a fixed-rate Mortgage originated on the Fannie Mae/Freddie Mac Uniform Fixed-Rate Note and after modification will remain a fixed-rate Mortgage, or (ii) a Mortgage that is being modified to a fixed-rate Mortgage using the Fannie Mae/Freddie Mac Uniform Fixed-Rate Note, the Seller may use the Freddie Mac Multistate Loan Modification to a Fixed Interest Rate, Freddie Mac Uniform Instrument Form 5161 as the loan modification agreement. If Seller uses a different instrument to evidence the loan modification for a fixed-rate Seller-Owned Modified Mortgage, the Seller represents and warrants that the instrument, when completed, contains substantially identical provisions to the Freddie Mac Loan Modification to a Fixed Interest Rate and is appropriate for use to evidence the modification of the Mortgage.

(d) Seller-Owned Modified Mortgages originated as a Construction Conversion or Renovation Mortgage

For a Seller-Owned Modified Mortgage that was originated as a Construction Conversion or Renovation Mortgage, the conversion of Interim Construction Financing to Permanent Financing must have occurred prior to the modification and must have been documented in accordance with Section 4602.3. The modification of the Permanent Financing that occurs after the Effective Date of Permanent Financing must be documented in accordance with this Section 4402.5.

Chapter 4403: Mortgages with Capitalized Balances

4403.1: Mortgages with capitalized balances (03/02/16)

(a) Overview

Mortgages having principal balances that include capitalization of interest, taxes, hazard insurance premiums and/or late charges are eligible for purchase under certain conditions.

(b) General requirements

By delivery of Mortgages with capitalized balances, the Seller represents and warrants the following requirements have been met as of the Delivery Date:

1. Capitalization is permitted under the Mortgage documents and applicable State law

2. The Note is negotiable, and the entire indebtedness, including all amounts capitalized, is fully enforceable against the Borrower and secured by a First Lien

3. The UPB of the Mortgage, including all amounts capitalized, does not exceed the original loan amount as reflected in the Note

4. No capitalization will occur after the Purchase Contract Date of Acceptance

5. The Mortgage is fully amortizing in substantially equal monthly installments of principal and interest over a period of up to 15, 20 or 30 years, respectively (depending on whether the Mortgage is to be included in a 15-, 20- or 30-year PC Pool) following the Delivery Date. If, as a result of the capitalization, the Note maturity date could have exceeded the maximum term to maturity for the related PC Pool after delivery to Freddie Mac or could have resulted in a balloon payment at maturity, the Seller must have reamortized the Mortgage before delivery to Freddie Mac. For each Mortgage that has been reamortized or for which the stated maturity date has been extended, the Seller makes the following additional representations and warranties:

   - Each affected Borrower has been informed of the capitalization, and

   - If such Borrower's Mortgage contains a stated maturity date, that capitalization will result in installments becoming due after such stated maturity date or an increase in the monthly payment

6. All computations of maturity dates are correct

(c) Delivery requirements

Refer to Section 6302.22 for delivery requirements for Mortgages with capitalized balances.

Chapter 4404: Land Contract; Contract for Deed

4404.1: Land contract; contract for deed (03/02/16)

When the proceeds of a Mortgage are used to pay the outstanding balance under a land contract or contract for deed, the Mortgage may be considered either a purchase or a "no cash-out" refinance Mortgage if the requirements in this section are met.

A copy of the executed land contract or contract for deed must be included in the Mortgage file.

If the proceeds of a Mortgage secured by a Manufactured Home are used to pay the outstanding balance under a land contract or contract for deed, the Mortgage is ineligible for sale to Freddie Mac.

(a) Purchase

For the transaction to be considered a purchase transaction:

- The land contract or contract for deed must have been executed less than 12 months prior to the Application Received Date
- All of the loan proceeds must be used to pay the outstanding balance under the land contract or contract for deed and no loan proceeds may be disbursed to the Borrower
- The loan-to-value (LTV) ratio must be calculated using the lesser of the following:
  - The current appraised value of the Mortgaged Premises, or
  - The total acquisition cost (the purchase price indicated in the original land contract or contract for deed, plus any cost the Borrower has expended for rehabilitation, renovation, refurbishment or energy conservation improvements). The Mortgage file must contain sufficient documentation on which to calculate the total acquisition cost.

(b) "No cash-out" refinance

For the transaction to be considered a "no cash-out" refinance transaction:

- The land contract or contract for deed must have been executed at least 12 months prior to the Application Received Date
- The LTV ratio must be calculated using the current appraised value of the Mortgaged Premises

- The Mortgage file must include third-party documentation evidencing payments in accordance with the land contract or contract for deed for the most recent 12-month period

- The Mortgage must meet the requirements for “no cash-out” refinance Mortgages in Section 4301.4

Chapter 4405: Energy Conservation Improvements

4405.1: Energy conservation improvements (03/02/16)

A Mortgage may finance the purchase of a property that is to be retrofitted, refurbished or improved with energy conservation components. If the Seller considers the cost of such energy conservation improvements in setting the terms of the Mortgage, the purchase price may be considered the price paid for the Mortgaged Premises by the purchaser plus the actual cost of the energy conservation improvements. The value used to determine the loan-to-value (LTV), total LTV (TLTV) and Home Equity Line of Credit (HELOC) TLTV (HTLTV) ratios is the lesser of this purchase price or the "as completed" appraised value. The appraisal must state the estimated market value after completion of the improvements and be supported by a satisfactory completion certificate reported on Form 442, Appraisal Update and/or Completion Report.

Unless a completion escrow account is established in accordance with the requirements of Section 5601.2(b), all improvements must be completed before delivery of the Mortgage to Freddie Mac. If the Mortgage is to be delivered to Freddie Mac prior to the completion of the energy conservation improvements, the requirements for incomplete improvements in Section 5601.2(b) must be met.

See Section 6302.23 for delivery instructions.

Chapter 4501: Home Possible® Mortgages

4501.1: Purchase of Home Possible Mortgages (03/02/16)

This chapter details requirements for Home Possible® Mortgages, including Home Possible Advantage℠ Mortgages.

Unless specifically made applicable to Home Possible Mortgages, negotiated underwriting provisions stated in the Purchase Documents will not apply to these Mortgages. In addition, unless specifically permitted, the special negotiated Mortgage products or offerings described in the Purchase Documents may not be used with Home Possible Mortgages.

As provided in Section 1201.4(a), bullet five, Freddie Mac in its sole discretion may establish maximum purchase amounts for an individual Seller, or in the aggregate, for Home Possible Mortgages.

4501.2: Home Possible Advantage℠ Mortgages (03/02/16)

Home Possible Advantage℠ Mortgages are Home Possible® Mortgages with additional flexibility of higher loan-to-value (LTV) and total LTV (TLTV) ratio limits. Home Possible Advantage Mortgages must comply with all Home Possible Mortgage requirements in the Guide, including this chapter, except as otherwise specifically stated.

4501.3: Eligible and ineligible Home Possible® Mortgages (03/02/16)

(a) Eligible Mortgages

Home Possible® Mortgages eligible for purchase must be First Lien Mortgages that are fully amortizing.

Home Possible Mortgages, other than Mortgages secured by Manufactured Homes, must have an original maturity date not greater than 30 years.

Home Possible Mortgages secured by Manufactured Homes must have a maximum original maturity not greater than that specified in Section 5703.3(d).

Home Possible Advantage[SM] Mortgages must be conventional fixed-rate Mortgages. All other Home Possible Mortgages must be one of the following conventional Mortgage products:

- Fixed-rate Mortgages
- 7/1 or 10/1 ARMs if secured by a 1- or 2-unit property
- 5/1 ARMs if secured by a 1- or 2-unit property other than a Manufactured Home

Home Possible Mortgages may be one of the following provided the Mortgage meets the applicable requirements for that offering and this chapter:

- Home Possible Mortgages, other than Home Possible Advantage Mortgages, with RHS Leveraged Seconds originated in accordance with Section 4205.2
- Construction Conversion and Renovation Mortgages originated in accordance with Chapter 4602

(b) Ineligible Mortgages

Mortgages with the following characteristics are not eligible for purchase as Home Possible Mortgages:

- Affordable Merit Rate Mortgages
- A-minus Mortgages
- Seasoned Mortgages
- Financed Permanent Buydown Mortgages
- Seller-Owned Modified Mortgages and Seller-Owned Converted Mortgages
- Mortgages with capitalized balances as described in Chapter 4403
- FHA and VA Mortgages
- Section 502 GRH Mortgages
- Section 184 Native American Mortgages
- Super conforming Mortgages as described in Chapter 4603

- Freddie Mac Relief Refinance Mortgages℠ – Same Servicer and Freddie Mac Relief Refinance Mortgages – Open Access

4501.4: Loan purpose for Home Possible® Mortgages (03/02/16)

A Home Possible® Mortgage must be either a purchase transaction or "no cash-out" refinance Mortgage. A Home Possible Mortgage may not be a cash-out refinance Mortgage.

4501.5: Temporary subsidy buydown plans for Home Possible® Mortgage (03/02/16)

Temporary subsidy buydown plans as described in Section 4204.4 are permitted for Home Possible® Mortgages secured by 1- to 2-unit properties, other than Manufactured Homes. If a Home Possible Mortgage with a temporary subsidy buydown plan is subject to secondary financing, including an Affordable Second® that requires repayment to begin before the Due Date of the 61st monthly payment under the Home Possible Mortgage, the secondary financing must have a fixed-interest rate.

4501.6: Eligible property and appraisal requirements for Home Possible® Mortgages (03/02/16)

(a) Eligible property

(i) Home Possible® Mortgages other than Home Possible Advantage℠ Mortgages

A Home Possible Mortgage must be secured by a 1- to 4-unit Primary Residence.

Home Possible Mortgages secured by Manufactured Homes must comply with all requirements of Chapter 5703 and this chapter. Where the requirements of Chapter 5703 and this chapter conflict, the following will apply:

1. A-minus Mortgages are not eligible

2. Second homes are not eligible

3. Cash-out refinance transactions are not eligible

4. The minimum contribution from Borrower Personal Funds on purchase transactions and the eligible sources of funds for down payment, Closing Costs, Financing Costs, Prepaids/Escrows, and reserves are those permitted for Home Possible Mortgages

5. Mortgage insurance coverage levels must be those used for Mortgages secured by a Manufactured Home.

(ii) Home Possible Advantage Mortgages

A Home Possible Advantage Mortgage must be secured by a 1-unit Primary Residence that is not a Manufactured Home.

(b) Appraisal requirements

The Seller must obtain an appraisal with an interior and exterior inspection that meets the requirements of Chapter 5601.

4501.7: Eligible Borrowers for Home Possible® Mortgages (03/02/16)

(a) Income limits

The income used to qualify the Borrower converted to an annual basis must not exceed 100% of the area median income or the percentages (income multipliers) in the designated high-cost areas listed below. There is no income limit if the Mortgaged Premises is located in an Underserved Area.

State	County	Income Multiplier
California	All Counties	140%
Hawaii	All Counties	170%
Massachusetts	Essex County Middlesex County Norfolk County Plymouth County Suffolk County	135% 135% 135% 135% 135%

State	County	Income Multiplier
New Hampshire	Rockingham County Strafford County	135% 135%
New Jersey	Bergen County Essex County Hudson County Hunterdon County Middlesex County Monmouth County Morris County Ocean County Passaic County Somerset County Sussex County Union County	165% 165% 165% 165% 165% 165% 165% 165% 165% 165% 165% 165%
New York	Bronx County Duchess County Kings County Nassau County New York County Orange County Putnam County Queens County Richmond County Rockland County Suffolk County Ulster County Westchester County	165% 165% 165% 165% 165% 165% 165% 165% 165% 165% 165% 165% 165%
Oregon	Clackamas County Columbia County Multnomah County Washington County Yamhill County	120% 120% 120% 120% 120%
Pennsylvania	Pike County	165%

State	County	Income Multiplier
Washington	Clark County King County Pierce County Skamania County Snohomish County	120% 120% 120% 120% 120%

For Loan Prospector® Mortgages, Loan Prospector will determine the income eligibility of the Mortgage; for Non-Loan Prospector Mortgages, the Seller should use the **Affordable Income & Property Eligibility tool** on **http://www.freddiemac.com**.

When determining whether or not the Borrower satisfied the income limits, income must be calculated as described in Section 4501.9(e).

(b) Ownership of other property

The Borrower must not have an individual or joint ownership interest in any other residential property as of the Note Date, or the Effective Date of Permanent Financing for Construction Conversion and Renovation Mortgages.

(c) Occupancy

All Borrowers must occupy the Mortgaged Premises as their Primary Residence.

4501.8: Underwriting requirements for Home Possible® Mortgages (03/02/16)

A Home Possible® Mortgage may be submitted to Loan Prospector® or may be a Manually Underwritten Mortgage, except as otherwise stated below.

(a) Loan Prospector

The Borrower's credit reputation is acceptable if the Mortgage is submitted to Loan Prospector in accordance with Chapter 5101 and receives a Risk Class of Accept.

A Home Possible Mortgage secured by a Manufactured Home must be submitted to Loan Prospector.

A Home Possible Mortgage that is secured by a Manufactured Home and has a term greater than 20 years and a loan-to-value (LTV)/total LTV (TLTV)/Home Equity Line of Credit

(HELOC) TLTV (HTLTV) ratio greater than 90% and less than or equal to 95% must receive a Risk Class of Accept.

For special requirements for submitting Mortgages with Affordable Seconds® to Loan Prospector, see Section 4204.2.

(b) Manually Underwritten Mortgages

Manually Underwritten Mortgages must meet the requirements of this chapter and Topics 5100 through 5500 including, but not limited to, the requirement that each Borrower individually, and all Borrowers collectively, have an acceptable credit reputation as described in Topics 5100 and 5200.

An individual Borrower with insufficient credit history, for whom the Seller cannot document a credit reputation because the Borrower does not have sufficient credit history, is considered to have an acceptable credit reputation provided that:

1. The Borrower has no evidence of any derogatory credit, such as a lien, judgment or collection, paid or unpaid, reflected on the credit report or elsewhere in the Mortgage file, and

2. At least one other Borrower whose income and assets are used for qualification has an acceptable credit reputation as described in Topics 5100 and 5200.

   For Manually Underwritten Mortgages, the minimum Indicator Scores are:

Property/Mortgage Type	**Minimum Indicator Score**
Home Possible Mortgages	
1-unit fixed-rate Mortgages that are purchase transactions	660
1-unit that is an ARM or a “no cash-out” refinance transaction	680
2- to 4-unit	700
Manufactured Homes	720
Home Possible Advantage℠ Mortgages	
1-unit fixed-rate Mortgages that are purchase transactions	660
1-unit fixed-rate Mortgages that are “no cash-out” refinance transactions	680

If none of the Borrowers have a usable Credit Score, Mortgages that are not (i) Home Possible Advantage Mortgages, or (ii) secured by Manufactured Homes, may be manually underwritten without Credit Scores provided that for these Mortgages, in addition to meeting the requirements in Chapter 5202, each Borrower's credit history for the most recent 24 months must show:

- No unpaid judgments, tax liens or collections
- No payments 60 days or more past due
- No more than two payments 30 days past due
- No housing payments past due

Home Possible Advantage Mortgages in which none of the Borrowers has a usable Credit Score are not eligible for sale to Freddie Mac.

A Home Possible Mortgage secured by a Manufactured Home may be a Manually Underwritten Mortgage only when the Mortgage:

- Meets the Minimum Indicator Score required in this section, and
- Has a term of 20 years or less, or an LTV/TLTV/HTLTV ratio of 90% or less, and
- Was submitted to Loan Prospector and received an evaluation status of invalid, ineligible, or incomplete, or a Risk Class of Caution, ineligible for A-minus

4501.9: Borrower income and qualifying ratios for Home Possible® Mortgages (03/02/16)

(a) Rental income from 1-unit Primary Residence

Rental income from a 1-unit Primary Residence may be considered as stable monthly income (as defined in Section 5301.1) provided it meets the requirements in Section 5306.1 or the following:

- Connection with Borrower. The person providing the rental income and the Borrower:
  - Have resided together for at least one year
  - Will continue residing together in the new residence, and

- ❑ The person providing the rental income provides appropriate documentation to evidence residency with the Borrower (i.e., copy of a driver's license, bill, bank statement, etc., that shows the address of that person to be the same as the Borrower's address)

- ■ Rental payment. Rental income from the person residing in the Mortgaged Premises:

  - ❑ Has been paid to the Borrower for the past 12 months on a regular basis

  - ❑ Can be verified by the Borrower with evidence showing receipt of regular payments of rental income to the Borrower for the past 12 months (i.e., copies of cancelled checks)

  - ❑ Does not exceed 30% of total income used to qualify for the Mortgage

- ■ The Mortgage file must contain a written statement from the Borrower affirming:

  - ❑ The source of the rental income

  - ❑ The fact that the person providing the rental income has resided with the Borrower for the past year and intends to continue residing with the Borrower in the new residence for the foreseeable future

(b) Rental income from 2- to 4-unit Primary Residences

Rental income from a 2- to 4-unit Primary Residence that meets the requirements of Section 5306.1 may be considered as stable monthly income.

(c) Contribution to total qualifying income from Borrowers with insufficient credit history

For Manually Underwritten Mortgages, the Seller may consider as qualifying income, the income contributed by a Borrower with insufficient credit history, as described in Section 4501.8(b), provided the amount contributed by the Borrower with insufficient credit history is not more than 30% of the total qualifying income.

(d) Qualifying ratios

There is no maximum monthly housing expense-to-income ratio.

Debt payment-to-income ratios must not exceed the following limits:

Underwriting Path	Home Possible® Mortgages	Home Possible Advantage℠ Mortgages
Loan Prospector® Mortgages	Determined by Loan Prospector	
Manually Underwritten Mortgages	45%	43%

(e) Calculation of qualifying income

The Seller must attempt to verify all income reported on the Form 65, Uniform Residential Loan Application, in accordance with Chapters 5302 through 5307. Any discrepancies, including underreported income, must be corrected before submitting the Mortgage to Loan Prospector. All income reported on the Form 65 that has been verified and that meets the criteria for stable monthly income as described in Topic 5300 must be used to qualify the Borrower and submitted to Loan Prospector for Loan Prospector Mortgages.

4501.10: LTV/TLTV/HTLTV ratios, Borrower contribution, reserves, sources of funds for Home Possible® Mortgages (03/02/16)

(a) Loan-to-value (LTV)/total LTV (TLTV)/Home Equity Line of Credit (HELOC) TLTV (HTLTV) ratios, Borrower contribution

(i) LTV/TLTV/HTLTV ratios

The following requirements apply to purchase and "no cash-out" refinance transactions:

Property Type	Maximum LTV ratio	Maximum TLTV ratio	Maximum HTLTV ratio
Home Possible® Mortgages			
1- to 4-unit	95%	95%	95%
Manufactured Home	See Chapter 5703	See Chapter 5703	See Chapter 5703
Home Possible Advantage℠ Mortgages			

1-unit	97%	105%	N/A*

* Secondary financing subordinated to a Home Possible Advantage Mortgage must be an Affordable Second®. The Affordable Second financing cannot be a Home Equity Line of Credit.

(ii) Borrower contribution requirements

The following requirements apply to purchase transactions:

Minimum Contribution from Borrower Personal Funds*			
Property Type	**Home Possible Mortgages with LTV/TLTV/HTLTV ratios <=80%**	**Home Possible Mortgages with LTV/TLTV/HTLTV ratios >80% <=95%**	**Home Possible Advantage Mortgages**
1-unit	None	None	None
2- to 4-unit	None	3%	N/A
Manufactured Home	None	None	N/A

*Stated as a percentage of value

(b) Reserves

The Borrower must have the following minimum reserves, using the monthly payment amount as described in Sections 5501.2 and 5501.3:

Property	**Home Possible Mortgages**	**Home Possible Advantage Mortgages**
1-unit	None required	None required
2- to 4-unit	Two months	N/A

For Loan Prospector® Mortgages, the Seller must verify all reserves required by Loan Prospector, as stated on the Feedback Certificate. The above required reserves are included in the amount of reserves required by Loan Prospector.

(c) Sources of funds

The following sources of funds are permitted and must meet the requirements below:

Use	Permitted Sources of Funds
Minimum Borrower contribution	Borrower Personal Funds
Down payment for purchase transaction (the difference between the purchase price and the First Lien amount)	Borrower Personal Funds Other Borrower Funds
Additional Equity if needed for a "no cash-out" refinance transaction	Borrower Personal Funds Other Borrower Funds
Closing Costs, Financing Costs, Prepaids/Escrows	Borrower Personal Funds Other Borrower Funds Flexible sources of funds
Reserves	Borrower Personal Funds Other Borrower Funds Eligible assets, as described in Section 5501.3(b)

(i) Borrower Personal Funds

When used with Home Possible Mortgages, Borrower Personal Funds include:

1. Borrower Personal Funds as described in Section 5501.3(b)

2. Cash on hand, if the following requirements are met:

   - The Seller reasonably concludes, and can support, that the Borrower is a cash-basis individual and that the cash on hand is not borrowed and could be saved by the Borrower

   - The Mortgage file contains the following documents supporting the Seller's conclusion:

     - A completed Exhibit 23, Monthly Budget and Residual Analysis Form, or another document containing the same information, confirming that the total monthly residual income available for savings is a positive number

     - Copies of six months' cash receipts (e.g., rent or utility receipts) or other alternative documentation (e.g., direct verifications or wire transfers) meeting the requirements of Section 5202.2(b) to verify that recurring obligations,

including the payment of revolving and installment debt, are customarily paid in cash

- ❑ A credit report, obtained at the time of loan application, meeting the requirements of Section 5203.1. The credit report must not show more than three Tradelines.

- ❑ Copies of three months' statements for any open revolving account that reveal cash advances are not the source of Borrower Funds. Any cash advances must be explained and documented (i.e., a cash advance used in an emergency situation).

- ❑ An updated credit report obtained approximately one week before closing that does not show any new accounts or a substantial increase to an existing account that approximates, or exceeds, the amount of cash on hand provided by the Borrower

- ■ The Mortgage file must have no indication that the Borrower typically uses checking, savings or similar accounts

- ■ Evidence that funds for the down payment, Closing Costs, Financing Costs, Prepaids/Escrows and reserves are deposited in a financial institution or are held in an institutional escrow account prior to closing

(ii) Other Borrower Funds

When used with Home Possible Mortgages, Other Borrower Funds include:

1. Other Borrower Funds as described in Section 5501.3(c)

2. In addition to gifts, gifts of equity or grants described in Section 5501.3(c), a gift or grant from the Seller as the originating lender

3. For purchase transactions, proceeds from an unsecured loan meeting the requirements of Section 5501.4 from the following sources:

   - ■ An Agency

   - ■ A Related Person, or

   - ■ A Community Savings System (funds in excess of the Borrower contribution to the Community Savings System)

4. Sweat equity, if the following conditions are met:

   Sweat equity is credit for labor performed on the Mortgaged Premises or materials furnished for the Mortgaged Premises by the Borrower. Such credit must be fully

explained and documented. Any labor performed must be completed in a skillful, workmanlike manner in order to support the appraised value. Completion in a skillful, workmanlike manner must be certified by the appraiser.

Credit will not be given for sweat equity unless there is at least a 5% down payment from Borrower Personal Funds.

5. Proceeds from an Affordable Second or other secondary financing that meets the requirements in Chapter 4204. Any secondary financing subordinated to a Home Possible Advantage Mortgage must be an Affordable Second.

(iii)Flexible sources of funds

When used with Home Possible Mortgages, flexible sources of funds include:

1. Financing concessions as described in Section 4204.3(b) meeting the applicable requirements of Section 4204.3

2. Premium Financing

3. Proceeds from an unsecured loan from the Seller as originating lender meeting the requirements of Section 5501.4

4501.11: Mortgage insurance for Home Possible® Mortgages (03/02/16)

The required coverage levels for mortgage insurance for Home Possible® Mortgages are:

Property type/number of units	LTV ratios	Mortgage insurance coverage
1-unit properties other than Manufactured Homes	Greater than 95% up to and including 97%	18%

1-to 4-unit properties other than Manufactured Homes	Greater than 90% up to and including 95%	16%
	Greater than 85% up to and including 90%	12%
	Greater than 80% up to and including 85%	6%
Manufactured Homes	As required in Section 5703.3(f)	

The flexible mortgage insurance options described in Section 4701.1(b) are not permitted. Lender-paid and financed mortgage insurance premiums described in Section 4701.2 are permitted. See Section 5703.3(f) for mortgage insurance options available for Mortgages secured by Manufactured Homes.

4501.11: Mortgage insurance for Home Possible® Mortgages (Future effective date 07/01/16)

The required coverage levels for mortgage insurance for Home Possible® Mortgages are stated in Section 4701.1.

Lender-paid and financed mortgage insurance premiums described in Section 4701.2 are permitted. See Section 4701.1 for mortgage insurance options available for Mortgages secured by Manufactured Homes.

4501.12: Homeownership education and landlord education for Home Possible® Mortgages (03/02/16)

(a) Homeownership education

When all the Borrowers are First-Time Homebuyers for purchase transaction Home Possible® Mortgages, at least one qualifying Borrower must participate in a homeownership education program before the Note Date, or the Effective Date of Permanent Financing for Construction Conversion and Renovation Mortgages.

Homeownership education must be provided by a party not involved in the sale or financing of the property; if provided by the originating lender or by the Seller, the homeownership

education must be conducted by someone not directly involved in the loan origination, processing or approval process.

Homeownership education programs may use different formats and require different lengths of time to complete. The following are acceptable:

- Internet (on-line) homeownership education programs that have been developed by mortgage insurance companies
- Homeownership education programs that meet the standards of the National Industry Standards for Homeownership Education and Counseling (**www.homeownershipstandards.com**)
- Programs using Freddie CreditSmart® provided Module 1 (Your Credit and Why It is Important), Module 2 (Managing Your Money), Module 7 (Thinking Like a Lender), Module 11 (Becoming a Homeowner), and Module 12 (Preserving Homeownership: Protecting Your Investment) are included

A copy of Exhibit 20, Homeownership Education Certification, or another document containing comparable information must be retained in the Mortgage file.

(b) Borrower disclosure

The Seller must comply with all Borrower disclosure requirements under all applicable law, including (without limitation) the Real Estate Settlement Procedures Act and the Truth in Lending Act.

There must be a disclosure and consent document signed by the Borrower at closing that permits a Seller/Servicer to refer the Borrower's information to a non-profit third-party homeownership counseling agency (counseling agency) if the Borrower becomes delinquent in his or her Mortgage payments.

The disclosure and consent document must:

- Be valid and comply with applicable laws and regulations
- Specify that Seller/Servicer, at its discretion, may select a counseling agency to provide delinquent loan counseling or use the counseling agency that provided the pre-purchase homeownership education
- Be retained in the Mortgage file

(c) Landlord education (2- to 4-unit Primary Residences)

- Purchase Transactions — At least one qualifying Borrower must participate in a landlord education program before the Note Date, or the Effective Date of Permanent Financing

for Construction Conversion and Renovation Mortgages. A copy of a certificate evidencing successful completion of the landlord education program must be retained in the Mortgage file.

- Refinance Transactions — Landlord education is not required but is recommended for Borrowers who have not previously attended a program.

(d) Post-purchase and Early Delinquency Counseling

The Seller, as Servicer, must provide (at no cost to the Borrower) Early Delinquency Counseling to all Borrowers who experience problems meeting their Mortgage obligations, in accordance with Sections 9101.2(c) and 9102.5(c).

4501.13: Delivery and pooling for Home Possible® Mortgages (03/02/16)

See Section 6302.14 for delivery and pooling requirements for Home Possible® Mortgages.

4501.14: Postsettlement delivery fees (delivery fees) for Home Possible® Mortgages (03/02/16)

Special delivery fees are applicable to Home Possible® Mortgages and Home Possible Advantage℠ Mortgages.

For Home Possible Mortgages other than Home Possible Advantage Mortgages:

- Special delivery fee rates apply for the Number of Units delivery fee
- The following delivery fees do not apply:
  - ARMs, if a 7/1 or 10/1 ARM
  - Indicator Score/Loan-to-Value
  - Condominium Unit Mortgages
  - Secondary Financing with Affordable Seconds® meeting the requirements of Section 4204.2
  - CS/LTV Delivery Fees ("A-Minus Fees") – LP Mortgages

The following delivery fees do not apply to Home Possible Advantage Mortgages:

- Indicator Score/Loan-to-Value
- Condominium Unit Mortgages
- CS/LTV Delivery Fees ("A-Minus Fees") – LP Mortgages
- Secondary Financing, with Affordable Seconds meeting the requirements of Section 4204.2

The Seller must refer to Exhibit 19, Postsettlement Delivery Fees, for information on delivery fees.

Delivery fees are paid in accordance with the delivery fee provisions stated in Chapter 6303.

4501.14: Postsettlement delivery fees (delivery fees) for Home Possible® Mortgages (Future effective date 07/01/16)

Special delivery fees are applicable to Home Possible® Mortgages and Home Possible Advantage℠ Mortgages.

For Home Possible Mortgages other than Home Possible Advantage Mortgages:

- Special delivery fee rates apply for the Number of Units delivery fee
- The following delivery fees do not apply:
  - ARMs, if a 7/1 or 10/1 ARM
  - Secondary Financing with Affordable Seconds® meeting the requirements of Section 4204.2
  - CS/LTV Delivery Fees ("A-Minus Fees") – LP Mortgages

The following delivery fees do not apply to Home Possible Advantage Mortgages:

- CS/LTV Delivery Fees ("A-Minus Fees") – LP Mortgages
- Secondary Financing, with Affordable Seconds meeting the requirements of Section 4204.2

The Seller must refer to Exhibit 19, Postsettlement Delivery Fees, for information on delivery fees.

Delivery fees are paid in accordance with the delivery fee provisions stated in Chapter 6303.

Chapter 4601: Financed Permanent Buydown Mortgages

4601.1: Eligible Financed Permanent Buydown Mortgages (03/02/16)

Financed Permanent Buydown Mortgages must have the following characteristics:

- The Mortgage must be an eligible fixed-rate, level payment Mortgage, a 5/1 ARM; a 7/1 ARM or a 10/1 ARM
- The Mortgage must not be an A-minus Mortgage
- The Mortgage must not be a Home Possible® Mortgage
- The Mortgage must not be an Affordable Merit Rate® Mortgage
- The Mortgage must not be an FHA Mortgage, a VA Mortgage, a Section 502 GRH Mortgage, or a Section 184 Native American Mortgage
- Temporary subsidy buydowns are not permitted

4601.2: Underwriting Financed Permanent Buydown Mortgages (03/02/16)

For purposes of this chapter, the following definitions apply:

- **Base Mortgage Amount:** The Mortgage amount without the financed discount points
- **Gross loan-to-value (LTV), total LTV (TLTV) and Home Equity Line of Credit (HELOC) TLTV (HTLTV) ratios:** The LTV, TLTV or HTLTV ratio calculated using the Mortgage amount, which includes the financed discount points

Eligibility of Financed Permanent Buydown Mortgages is determined using the Gross LTV, TLTV, and HTLTV ratios.

Financed Permanent Buydown Mortgages must comply with the following requirements:

1. The Gross LTV, TLTV and HTLTV ratios must not exceed the LTV, TLTV, or HTLTV ratios specified in Section 4203.4

2. The amount of the mortgage insurance coverage must meet the coverage level requirements in Section 4701.1, using the Gross LTV ratio

3. The maximum amount a Borrower can finance for a permanent buydown is three discount points, calculated based upon the Base Mortgage Amount

4. For fixed-rate Mortgages, Borrower qualification is based on the monthly housing expense-to-income ratio calculated using the monthly payment at the permanent bought down Note Rate. For ARMs, Borrower qualification is based on monthly payments calculated in accordance with Section 4401.8.

5. For ARMs, the permanent buydown is in effect for the initial Note Rate and each Note Rate adjustment for the entire term of the Mortgage. The Lifetime Ceiling will be calculated using the permanent bought down initial Note Rate. The permanent buydown does not affect the Margin, Initial Cap or Periodic Cap.

4601.3: Other requirements for Financed Permanent Buydown Mortgages (03/02/16)

(a) Delivery requirements

See Section 6302.24 for pooling and delivery requirements for Financed Permanent Buydown Mortgages.

(b) Calculation of applicable postsettlement delivery fees

Any applicable postsettlement delivery fees will be assessed and billed based on the UPB of the Mortgage (including the financed permanent buydown points) and the Gross loan-to-value (LTV) ratio.

Chapter 4602: Construction Conversion and Renovation Mortgages

4602.1: Replacement of Interim Construction Financing overview (03/02/16)

A transaction where Mortgage proceeds are used to replace Interim Construction Financing must meet requirements of this chapter to be eligible for sale to Freddie Mac.

4602.2: Eligible and ineligible Construction Conversion and Renovation Mortgages (03/02/16)

Construction Conversion and Renovation Mortgages that are eligible for purchase must be First Lien Mortgages and may be any Mortgage Product or offering eligible under this Guide unless specifically described as ineligible in this chapter.

The following Mortgages are ineligible for delivery as Construction Conversion or Renovation Mortgages:

- FHA and VA Mortgages
- Section 502 GRH Mortgages
- Section 184 Native American Mortgages

Certain types of refinance Mortgages and certain property types may also be ineligible for delivery as Construction Conversion or Renovation Mortgages. See Sections 4602.5(b) and 4602.7 for additional restrictions on the eligible Mortgage purpose and property types.

4602.3: Documentation of Permanent Financing (03/02/16)

With a Construction Conversion Mortgage or a Renovation Mortgage, conversion of the Interim Construction Financing to Permanent Financing may be accomplished using one of the following structures:

- Integrated Construction Conversion Documentation (not permitted with a Construction Conversion Mortgage secured by a Manufactured Home)

- Separate Construction Conversion Documentation
- Modification Construction Conversion Documentation (not permitted with a Construction Conversion Mortgage secured by a Manufactured Home)

(a) Required Uniform Instruments; Uniform Security Instrument

The Permanent Financing must be closed on the Uniform Instruments permitted under this Guide to be used with the applicable Mortgage Product being used for the Permanent Financing.

The Seller must use the most current version of the State-specific Fannie Mae/Freddie Mac Single-Family Security Instrument prepared for use in the jurisdiction in which the Mortgaged Premises are located and the most current version of any applicable property type riders. The most current version of the Uniform Instruments is the version in effect as of the date the Security Instrument for the Permanent Financing is executed. See Exhibit 4, Single-Family Uniform Instruments, for the current dates of revisions of all Uniform Instruments. See Exhibit 5, Authorized Changes to Notes, Riders, Security Instruments and the Uniform Residential Loan Application, for authorized changes to the Uniform Instruments.

(b) Types of documentation of Permanent Financing

The Interim Construction Financing and Permanent Financing of Construction Conversion and Renovation Mortgages must be documented as follows:

Type Mortgage	Documentation Structure	Closings	Required Documentation
Integrated Documentation	Single set of Mortgage loan instruments with construction financing terms incorporated into the Note for the Permanent Financing No change to the Note at conversion of Interim Construction Financing except to reduce the principal balance No modification agreement	Single closing at time of Interim Construction Financing to execute the Mortgage loan instruments	• Uniform Security Instrument • Uniform Note applicable to the Permanent Financing Mortgage Product with changes needed for terms of the Interim Construction Financing. Interim Construction Financing terms should be in an addendum to the Note
Separate Documentation	Two sets of Mortgage loan instruments: one set for the Interim Construction Financing and a second set for the Permanent Financing No modification agreement	Two closings: (i) to execute the Interim Construction Financing loan instruments, and (ii) to execute the Permanent Financing loan instruments	• Interim Construction Financing may be documented using non-Uniform Instruments • Uniform Security Instrument for Permanent Financing • Uniform Note applicable to the Mortgage Product for Permanent Financing

Type Mortgage	Documentation Structure	Closings	Required Documentation
Modification Documentation	(i) One Security Instrument for both Interim Construction and Permanent Financing, (ii) the Note for Interim Construction Financing, and (iii) a modification agreement, which may include a new Note for Permanent Financing if different from the Interim Construction Financing, the Note used for the Interim Construction Financing was a non-Uniform Instrument or was for a different Mortgage Product Construction Conversion Modification Agreement used at time of conversion of Interim Construction Financing to Permanent Financing	Two closings: (i) at the time of the Interim Construction Financing, to execute the Mortgage loan instruments, and (ii) at the time of Permanent Financing, to execute the Construction Conversion Modification Agreement and if necessary, a new Note	• Uniform Security Instrument • Uniform Note applicable to Mortgage Product for Interim Construction Financing; non-Uniform Note may be used but must execute new Uniform Note with modification agreement • Construction Conversion Modification Agreement (see subsection (c) below for version of Construction Conversion Modification Agreement to be used) • New Uniform Note applicable to Mortgage Product for Permanent Financing if the Note used for the Interim Construction Financing was a non-Uniform Note or was for a different Mortgage Product • Additional riders to the Security Instrument if needed for the Permanent Financing Mortgage Product (for example, an ARM Rider may be needed)

(c) Construction Conversion Modification Agreements to be used under special circumstances

The following requirements apply in these circumstances when using Modification Documentation:

Interim Construction Financing is on Uniform Note for same Mortgage Product as the Permanent Financing	Borrower must execute Construction Conversion Modification Agreement applicable to the Mortgage Product; new Uniform Note not required. • As examples, see Freddie Mac Multistate Construction Conversion Modification Agreement - Fixed-Interest Rate (Modification of Note) (Form 5162), or Freddie Mac Construction Conversion Modification Agreement - Adjustable Interest Rate (Modification of Note) (Form 5163)
Interim Construction Financing is on Uniform Note for different Mortgage Product from that used for Permanent Financing	Borrower must execute Construction Conversion Modification Agreement and new Uniform Note and any necessary Riders appropriate for the Mortgage Product being used for the Permanent Financing • As an example, see Freddie Mac Multistate Construction Conversion Modification Agreement (New Note) (Form 5164) As an alternative, if the Interim Construction Financing was on a Uniform Note for a Mortgage Product other than a fixed-rate Mortgage and the Permanent Financing is fixed-rate financing, the Borrower may execute a Construction Conversion Modification Agreement with fixed-rate terms incorporated into the modification. • As an example, see Freddie Mac Multistate Construction Conversion Modification Agreement - Fixed Interest Rate (Embedded Fixed-rate Financing Terms for use with modification into a Fixed Interest Rate) (Form 5165)

Interim Construction Financing is not on a Uniform Note	Borrower must execute Construction Conversion Modification Agreement and new Uniform Note and any necessary Riders appropriate for the Mortgage Product being used for the Permanent Financing. • As an example, see Freddie Mac Multistate Construction Conversion Modification Agreement (New Note) (Form 5164)

The Seller may use the applicable Freddie Mac Construction Conversion Modification Agreement(s) described in the chart above or develop its own modification agreement using Freddie Mac's examples. However, the Seller's modification agreement must not incorporate the terms of the Note for the Permanent Financing in those situations where Freddie Mac requires that a new Uniform Note be used.

If the Seller uses a different Construction Conversion Modification Agreement than those described above to evidence the terms of the Permanent Mortgage, Seller represents and warrants that the instrument, when completed:

- Contains substantially identical provisions to the comparable Freddie Mac Construction Conversion Modification Agreement form, and
- Is appropriate for use to evidence the conversion of Interim Construction Financing to Permanent Financing

4602.4: Mortgage term for Construction Conversion and Renovation Mortgages (03/02/16)

For Construction Conversion Mortgages and Renovation Mortgages, the term of the Permanent Financing begins on the Effective Date of Permanent Financing.

Construction Conversion Mortgages secured by Manufactured Homes must have a maximum original maturity not greater than that specified in Section 5703.3(d).

4602.5: Mortgage purpose for Construction Conversion and Renovation Mortgages (03/02/16)

(a) Purchase or refinance

Construction Conversion Mortgages and Renovation Mortgages may be for purchase transactions, "no cash-out" or cash-out refinance transactions as shown in the chart below. A

Construction Conversion Mortgage or a Renovation Mortgage may not be used for the purpose of making a single disbursement of funds to a builder or contractor or for the assumption of an existing Mortgage.

If, prior to the closing of the Interim Construction Financing, the Borrower is . . .	**Then the transaction is a . . .**	**And proceeds from the Interim Construction Financing may be used to. . .**
Not the owner of record of the land, or If the site-built home is on a leasehold estate, not the lessee of the leasehold estate	Purchase transaction	• Purchase the land, or for a site-built home, acquire a leasehold interest in the land • For Renovation Mortgages, purchase the site-built home • Pay construction or renovation costs of the site-built home • For a Manufactured Home, acquire the Manufactured Home and pay construction costs, including costs to install and anchor the Manufactured Home on a permanent foundation system
The owner of record of the land, or If the site-built home is on a leasehold estate, the lessee of the leasehold estate	Refinance transaction	• Pay off any existing liens on the land and on the improvements, if the Mortgage is a Renovation Mortgage • Pay off any existing liens on the land, if the Mortgage is a Construction Conversion Mortgage • Pay all transaction costs, such as Closing Costs, Financing Costs and/or Prepaids/Escrows • Pay construction or renovation costs of the site-built home • For a Manufactured Home, acquire the Manufactured Home and pay construction costs, including costs to install and anchor the Manufactured Home on a permanent foundation system on land owned by the Borrower

(b) Special considerations for Refinance Mortgages

The following special considerations apply to Construction Conversion Mortgages and Renovation Mortgages that are refinance Mortgages:

Type of refinance	Eligible property types	Land ownership requirements
"No cash-out" refinance as described in Section 4301.4	Site-built homes	No additional requirements
	Manufactured Homes	At least one Borrower must have been on title to the land for 12 months or more prior to the Effective Date of Permanent Financing
Cash-out refinance as described in Section 4301.5	Site-built home	At least one Borrower must have been on title to the land for six months or more prior to the Effective Date of Permanent Financing

Special purpose cash-out refinance Mortgages are ineligible as Construction Conversion Mortgages and Renovation Mortgages.

Construction Conversion and Renovation Mortgages are "no cash-out" refinance transactions if the requirements in Section 4301.4 are met. For purposes of Section 4301.4, the amount of the Interim Construction Financing secured by the Mortgaged Premises is considered an amount used to pay off the first Mortgage as described in Section 4301.4. The proceeds of the Permanent Financing may be used to pay off a junior lien(s) secured by the Mortgaged Premises provided the lien(s) were used in their entirety for the construction and/or renovation of the subject property, as applicable, as documented in the Mortgage file. However, paying off unsecured liens or construction costs paid by the Borrower outside of the secured Interim Construction Financing is considered cash out to the Borrower, if above $2,000 or 2% of the loan amount, whichever is less.

4602.6: Eligible Borrowers for Construction Conversion and Renovation Mortgages (03/02/16)

The Borrower on a Construction Conversion Mortgage or a Renovation Mortgage must satisfy the following requirements:

- The Borrower on the Permanent Financing must be the Borrower on, and obligated to repay, the Interim Construction Financing, and any other outstanding prior financing, including installation financing or outstanding prior Mortgages except as follows:
  - A Borrower may be omitted in the event of death or divorce, or
  - A Borrower who is a Related Person may be added, provided that all Borrowers on the Permanent Financing are owner-occupants of the Mortgaged Premises and considered in the underwriting of the Permanent Financing
- The builder/developer must not be obligated to repay the Interim Construction Financing or any Mortgage on the land or the improvements except when the builder/developer is the Borrower on the Permanent Financing and will occupy the Mortgaged Premises as his or her Primary Residence

4602.7: Eligible property for Construction Conversion and Renovation Mortgages (03/02/16)

Construction Conversion Mortgages and Renovation Mortgages must be secured by Mortgaged Premises that satisfy the following requirements.

- The Mortgaged Premises must be:

Construction Conversion Mortgage	A newly built or constructed 1- to 4-unit site-built home, or A newly purchased Manufactured Home that has never been attached to a foundation.
Renovation Mortgage	An existing 1- to 4-unit site-built home

- Prior to the start of construction or renovation work, the Borrower must own the land in fee simple or, for a site-built home, have a leasehold estate meeting the requirements of Chapter 5704. The Borrower may have acquired the land through a purchase, inheritance, gift or divorce settlement.

Completion status as of sale of the Mortgage to Freddie Mac

All improvements must be fully completed before the sale of the Mortgage to Freddie Mac except for Mortgages secured by site-built homes meeting the requirements in Section 5601.2(b) and for which completion escrows are established in accordance with the requirements of Section 5601.2(b).

For a Manufactured Home, the installation must be fully complete, including permanent utility connections and construction of any site-built improvements such as garages, decks, or porches, before the Mortgage can be sold to Freddie Mac as evidenced by a satisfactory completion report.

For both site-built homes and Manufactured Homes, Sellers must provide evidence that the property is complete. See the requirements in Section 5601.11.

4602.8: Underwriting the Permanent Financing (03/02/16)

(a) Original and subsequent underwriting

The Seller is required to underwrite the Mortgage for the Permanent Financing that will be sold to Freddie Mac prior to the Effective Date of the Permanent Financing. For Construction Conversion Mortgages and Renovation Mortgages, underwriting may occur prior to or after closing of the Interim Construction Financing.

Changes in the terms of the financing or in the Mortgage Product are permitted prior to the Effective Date of the Permanent Financing. A change in Borrowers is permitted provided that requirements of Section 4602.6 are met. If there are changes in the terms of the Permanent Financing or if the property value has declined after the Mortgage has been underwritten then:

- If a Non-Loan Prospector Mortgage, it must be re underwritten, or
- If a Loan Prospector® Mortgage, it may require resubmission of the Mortgage to Loan Prospector as described in Section 4602.8(b).

(b) Resubmission of Loan Prospector Mortgages

Loan Prospector Mortgages must meet the requirements in Chapter 5101 including the resubmission requirements in Section 5101.6 except that resubmission of a Mortgage to Loan Prospector is not required if there is:

- A change from the previous submission if the change involves one of the exceptions in Section 5101.6

- A decrease in the loan amount, provided the Permanent Financing complies with the following conditions:
  - When there is an increase in the down payment, all funds used to reduce the loan amount must meet the requirements of Chapter 5501
  - When there is a decrease in the reserves amount, the amount of verified reserves is no less than the reserves required to be verified on the Feedback Certificate
  - The decrease in the loan amount does not change the level of Mortgage insurance coverage. For example if the property value is $120,000 and the loan amount is $114,000 (which equals a 95% loan-to-value (LTV) ratio), the loan amount may decrease to $109,200 (91% LTV ratio). However, if the loan amount decreases to $108,000 (90% LTV ratio) the loan must be resubmitted.
- A change from an ARM to a fixed-rate Mortgage, provided the Permanent Financing complies with the following conditions:
  - The Permanent Financing is not subject to a temporary subsidy buydown plan
  - In the prior submission, the Borrower was qualified with an ARM monthly housing expense payment equal to or greater than the fixed-rate monthly housing expense
  - The Mortgage term of the fixed-rate Mortgage is the same as the Mortgage term for the ARM
- A decrease in the reserves amount, provided that the amount of verified reserves is no less than the reserves required to be verified on the Feedback Certificate

4602.9: Appraisal requirements for Construction Conversion and Renovation Mortgages (03/02/16)

The Seller must obtain an appraisal with an interior and exterior inspection that meets Freddie Mac requirements.

The Seller represents and warrants that the originating lender provided the appraiser with all the appraisal information required in Chapter 5601, including plans and specifications.

The appraiser's opinion of value must provide the "as completed" value.

The effective date of the appraisal must be prior to the Effective Date of Permanent Financing and the appraisal must meet the requirements of Chapter 5601, including Section 5601.8.

4602.10: Calculation of value for Construction Conversion and Renovation Mortgages (03/02/16)

Value used to determine the loan-to-value (LTV), total LTV (TLTV) and Home Equity Line of Credit (HELOC) TLTV (HTLTV) ratios must be established as follows:

Purchase Transaction		
Property Type	**Value**	
	Construction Conversion Mortgages	**Renovation Mortgages**
1- to 4-unit site-built home	Value is the lesser of: • The purchase price of the Mortgaged Premises (the purchase price of the land* and total construction costs), or • Appraised value of the Mortgaged Premises, as completed.	Value is the lesser of: • The purchase price of the Mortgaged Premises prior to the renovation plus the renovation costs (costs of demolition and reconstruction), or • Appraised value of the Mortgaged Premises, as completed.
1-unit Manufactured Home	Value is the lesser of: • The purchase price of the Manufactured Home, plus the lowest purchase price at which the land was sold during the most recent 12-month period*, or • Appraised value of the Mortgaged Premises, as completed.	Not eligible

* If the Borrower acquired the land as a gift or by inheritance, the value of the land as reported on the appraisal may be used in lieu of the purchase price of the land.

Any item that is included in the calculation of cost to construct or renovate the home must be commonly and customarily included in the cost to construct other homes in the area where the

Mortgaged Premises is located. The cost to construct must not include items such as furniture, electronic and home entertainment equipment or other personal items.

"No Cash-out" Refinance Transactions		
Property Type	**Value**	
	Construction Conversion Mortgages	**Renovation Mortgages**
1- to 4-unit site-built home	Appraised value of the Mortgaged Premises, as completed	
1-unit Manufactured Home	Appraised value of the Mortgaged Premises, as completed	Not eligible

Cash-out Refinance Transactions	
Construction Conversion and Renovation Mortgages	
Property Type	**Value**
1- to 4-unit site-built home	Appraised value of the Mortgaged Premises, as completed
1-unit Manufactured Home	Not eligible

4602.11: Seller-Owned Modified and Seller-Owned Converted Mortgages (03/02/16)

The Seller-Owned Modified and Seller-Owned Converted Mortgage offering described in Chapter 4402 may not be used to convert or modify the Interim Construction Financing to Permanent Financing.

After the Effective Date of Permanent Financing, if the terms of the Permanent Financing have been modified or if an ARM converted to a fixed-rate Mortgage, the resulting Mortgage is a

Seller-Owned Modified or Seller-Owned Converted Mortgage that must meet the requirements of Chapter 4402 and other provisions related to these Mortgages, including requirements excluding the Home Possible® Mortgages and Mortgages secured by Manufactured Homes from eligibility as Seller-Owned Modified or Seller-Owned Converted Mortgages.

4602.12: Mortgage file documentation for Construction Conversion and Renovation Mortgages (03/02/16)

The Mortgage file for each Construction Conversion or Renovation Mortgage must contain:

- Documentation that supports classification of the Mortgage as a Construction Conversion or a Renovation Mortgage
- Sufficient documentation (for example: purchase contracts, plans and specifications, receipts, invoices, lien waivers etc.) on which to validate the actual cost to construct or renovate the home
- A document that clearly shows the Seller's calculation of the purchase price and/or cost to construct
- All Settlement/Closing Disclosure Statements evidencing all costs (including Closing Costs) to homebuyer and property seller at closing of the Interim Construction Financing and the closing of the Permanent Financing. For Mortgages with Application Received Dates prior to October 3, 2015, all Settlement/Closing Disclosure Statements must be signed by all parties to the transaction.

In addition, the Mortgage file must contain the following documentation, when applicable:

- For a Mortgage secured by a Manufactured Home, the manufacturer's invoice and the Manufactured Home Purchase Agreement
- For a "no cash-out" refinance Mortgage secured by a Manufactured Home, documentation that supports at least one Borrower has been on title to the land for 12 months or more prior to the Effective Date of Permanent Financing
- For a cash-out refinance Mortgage, documentation that supports at least one Borrower has been on title to the land for six months or more prior to the Effective Date of Permanent Financing
- Appropriate documentation to verify the acquisition and transfer of ownership of the land if the Borrower acquired the land as a gift or by inheritance

4602.13: Residential loan application and uniform underwriting and transmittal summary forms for Construction Conversion and Renovation Mortgages (03/02/16)

The Seller must code the Purpose of Loan on Form 65, Uniform Residential Loan Application, as either Purchase or Refinance (as applicable) and not as Construction or Construction-Permanent.

The Seller must code the Loan Purpose on Form 1077, Uniform Underwriting and Transmittal Summary as either Purchase, Cash-out Refinance or No Cash-Out Refinance (as applicable) and not as Home Improvement or Construction to Permanent. The Seller must indicate in the Underwriter Comments if the Mortgage is a Construction Conversion Mortgage or Renovation Mortgage.

4602.14: Delivery requirements for Construction Conversion and Renovation Mortgages (03/02/16)

See Section 6302.28 for delivery and pooling requirements for Construction Conversion and Renovation Mortgages.

4602.15: Postsettlement delivery fees (delivery fees) for Construction Conversion and Renovation Mortgages (03/02/16)

The Seller must refer to Exhibit 19, Postsettlement Delivery Fees, for information on Construction Conversion and Renovation Mortgages delivery fees and on other delivery fees.

Delivery fees are paid in accordance with the delivery fee provisions stated in Chapter 6303.

Chapter 4603: Super Conforming Mortgages

4603.1: Purchase of super conforming Mortgages (03/02/16)

Freddie Mac will purchase super conforming Mortgages under the terms of the Purchase Documents and this chapter. Super conforming Mortgages are Mortgages that are secured by properties located in designated high-cost areas and have original loan amounts meeting the loan limits in Section 4603.2.

Unless specifically prohibited, the special negotiated Mortgage underwriting provisions, products and offerings described in the Purchase Documents may be used with super conforming Mortgages provided that the more restrictive provisions of this chapter or the Seller's other Purchase Documents apply.

Unless otherwise notified in writing, Sellers are eligible to deliver super conforming Mortgages.

4603.2: Minimum and maximum original loan amounts for super conforming Mortgages (03/02/16)

The following minimum and maximum original loan amounts apply to super conforming Mortgages that have Freddie Mac Funding or Settlement Dates on or after January 1, 2016 and Freddie Mac Funding or Settlement Dates on or before December 31, 2016:

Units	Minimum/Maximum Original Loan Amount		Properties in Alaska, Hawaii, Guam and the U.S. Virgin Islands	
	Minimum Loan Amount	Maximum Loan Amount	Minimum Loan Amount	Maximum Loan Amount
		Permanent (HERA)*		Permanent (HERA)*
1	>$417,000	$625,500	>$625,500	$938,250
2	>$533,850	$800,775	>$800,775	$1,201,150
3	>$645,300	$967,950	>$967,950	$1,451,925
4	>$801,950	$1,202,925	>$1,202,925	$1,804,375

* These are the maximum potential loan limits for designated high-cost areas, as determined under the provisions of the Housing and Economic Recovery Act of 2008 (HERA). Actual loan limits are established for each county (or equivalent) and the loan limits for specific high-cost areas may be lower. The original principal balance of a Mortgage must not exceed the maximum loan limit for the specific area in which the Mortgaged Premises is located. For specific loan limits for each high-cost area, as released by the Federal Housing Finance Agency, visit: **http://www.fhfa.gov/DataTools/Downloads/Documents/Conforming-Loan-Limits/FullCountyLoanLimitList2016_HERA-BASED_FINAL.pdf**.

For super conforming Mortgages, the Seller must use the loan amount of the Mortgage stated in the Note to determine compliance with the maximum loan limits stated above.

4603.3: General eligibility requirements for super conforming Mortgages (03/02/16)

(a) Eligible Mortgages

Super conforming Mortgages with original loan amounts of $1,000,000 or less must have been submitted to Loan Prospector®. Super conforming Mortgages with loan amounts greater than $1,000,000 must be manually underwritten.

A super conforming Mortgage must be a:

- Fully amortizing 15-, 20- or 30-year fixed-rate Mortgage, or
- 5/1, 7/1 or 10/1, fully amortizing ARM

Freddie Mac Relief Refinance Mortgages℠ – Same Servicer and Freddie Mac Relief Refinance Mortgages℠ – Open Access may be super conforming Mortgages provided the Mortgage meets the applicable requirements for that offering in Chapter 4302 or 4303, respectively.

Super conforming Mortgages may be any of the following provided the Mortgage meets the applicable requirements for that offering and this chapter. If there is a conflict between any of the requirements for the following products or offerings, the more restrictive requirements will apply:

- Texas Equity Section 50(a)(6) Mortgages originated in accordance with Section 4301.7
- A-minus Mortgages originated in accordance with Section 5101.9

(b) Ineligible Mortgages

Super conforming Mortgages must not be:

1. ARMs with Initial Periods of less than five years

2. Mortgages secured by a Manufactured Home

3. Home Possible® Mortgages, and any affordable Mortgage, including Mortgages originated under the Seller's proprietary affordable program

4. Seller-Owned Converted Mortgages

5. Seller-Owned Modified Mortgages

6. FHA/VA Mortgages

7. Section 502 GRH Mortgages

8. Section 184 Native American Mortgages

9. Affordable Merit Rate® Mortgages

10. Mortgages using an Automated Valuation Model (AVM)

11. Mortgages with flexible mortgage insurance options

12. Mortgages with financed mortgage insurance premiums

13. Mortgages with annual or monthly lender-paid mortgage insurance premiums

(c) Maximum loan-to-value (LTV)/total LTV (TLTV)/Home Equity Line of Credit (HELOC) TLTV (HTLTV) ratios

(i) The maximum LTV/TLTV/HTLTV ratios for super conforming 1-unit Mortgages with original loan amounts greater than $417,000 to $625,500 and for all 2- to 4- unit properties are as follows:

PURCHASE TRANSACTION MORTGAGES		
Product	**Property Type**	**Maximum LTV/TLTV/HTLTV ratio**
15-, 20- or 30-year fixed-rate and 5/1, 7/1, 10/1 amortizing ARMs	1-unit Primary Residence	90%
	2- to 4-unit Primary Residence	75%
	Second home	80%
	1-unit Investment Property	
	2- to 4-unit Investment Property	70%

"NO CASH-OUT" REFINANCE MORTGAGES		
Product	**Property Type**	**Maximum LTV/TLTV/HTLTV ratio**
15-, 20- or 30-year fixed-rate and 5/1, 7/1, 10/1 amortizing ARMs	1-unit Primary Residence	90%
	2- to 4-unit Primary Residence	75%
	Second home	80%
	1-unit Investment Property	75%
	2- to 4-unit Investment Property	70%

"CASH-OUT" REFINANCE MORTGAGES		
Product	**Property Type**	**Maximum LTV/TLTV/HTLTV ratio**
15-, 20- or 30-year fixed-rate and 5/1, 7/1, 10/1 amortizing ARMs	1- unit Primary Residence	75%
	2- to 4-unit Primary Residence	65%
	Second home	
	1- to 4-unit Investment Property	

(ii) The maximum LTV/TLTV/HTLTV ratios for super conforming 1-unit Mortgages with original loan amounts greater than $625,500 are as follows:

PURCHASE AND "NO CASH-OUT" REFINANCE MORTGAGES		
Product	**Property Type**	**Maximum LTV/TLTV/HTLTV ratio**
15-, 20- or 30-year fixed-rate and 5/1, 7/1, 10/1 amortizing ARMs	1-unit Primary Residence	80%
	Second home	70%
	1-unit Investment Property	

"CASH-OUT" REFINANCE MORTGAGES		
Product	**Property Type**	**Maximum LTV/TLTV/HTLTV ratio**

"CASH-OUT" REFINANCE MORTGAGES		
15-, 20- or 30-year fixed-rate and 5/1, 7/1, 10/1 amortizing ARMs	1-unit Primary Residence	65%
	Second home	
	1-unit Investment Property	

(d) Mortgage insurance requirements

Standard Mortgage insurance coverage is required in accordance with Section 4701.1(a). Lender-paid mortgage insurance with single premiums is permitted.

The flexible mortgage insurance options described in Section 4701.1(b) and financed mortgage insurance premiums described in Section 4701.2(a) are not permitted.

(e) Monthly debt payment-to-income ratio

The maximum monthly debt payment-to-income ratio for super conforming Manually Underwritten Mortgages is 45%.

For Manually Underwritten Mortgages, the debt-to-income ratio must be underwritten in accordance with Section 5401.2.

4603.3: General eligibility requirements for super conforming Mortgages (Future effective date 03/28/16)

(a) Eligible Mortgages

Super conforming Mortgages with original loan amounts of $1,000,000 or less must have been submitted to Loan Prospector®. Super conforming Mortgages with loan amounts greater than $1,000,000 must be manually underwritten.

A super conforming Mortgage must be a:

- Fully amortizing 15-, 20- or 30-year fixed-rate Mortgage, or

- 5/1, 7/1 or 10/1, fully amortizing ARM

Freddie Mac Relief Refinance Mortgages℠ – Same Servicer and Freddie Mac Relief Refinance Mortgages℠ – Open Access may be super conforming Mortgages provided the Mortgage meets the applicable requirements for that offering in Chapter 4302 or 4303, respectively.

Super conforming Mortgages may be any of the following provided the Mortgage meets the applicable requirements for that offering and this chapter. If there is a conflict between any of the requirements for the following products or offerings, the more restrictive requirements will apply:

- Texas Equity Section 50(a)(6) Mortgages originated in accordance with Section 4301.7

- A-minus Mortgages originated in accordance with Section 5101.9

(b) Ineligible Mortgages

Super conforming Mortgages must not be:

1. ARMs with Initial Periods of less than five years

2. Mortgages secured by a Manufactured Home

3. Home Possible® Mortgages, and any affordable Mortgage, including Mortgages originated under the Seller's proprietary affordable program

4. Seller-Owned Converted Mortgages

5. Seller-Owned Modified Mortgages

6. FHA/VA Mortgages

7. Section 502 GRH Mortgages

8. Section 184 Native American Mortgages

9. Affordable Merit Rate® Mortgages

10. Mortgages using an Automated Valuation Model (AVM)

11. Mortgages with flexible mortgage insurance options

12. Mortgages with financed mortgage insurance premiums

13. Mortgages with annual or monthly lender-paid mortgage insurance premiums

(c) Maximum loan-to-value (LTV)/total LTV (TLTV)/Home Equity Line of Credit (HELOC) TLTV (HTLTV) ratios

See Section 4203.4 for maximum LTV/TLTV/HTLTV ratios.

(d) Mortgage insurance requirements

Standard Mortgage insurance coverage is required in accordance with Section 4701.1(a). Lender-paid mortgage insurance with single premiums is permitted.

The flexible mortgage insurance options described in Section 4701.1(b) and financed mortgage insurance premiums described in Section 4701.2(a) are not permitted.

(e) Monthly debt payment-to-income ratio

The maximum monthly debt payment-to-income ratio for super conforming Manually Underwritten Mortgages is 45%.

For Manually Underwritten Mortgages, the debt-to-income ratio must be underwritten in accordance with Section 5401.2.

4603.3: General eligibility requirements for super conforming Mortgages (Future effective date 07/01/16)

(a) Eligible Mortgages

Super conforming Mortgages with original loan amounts of $1,000,000 or less must have been submitted to Loan Prospector®. Super conforming Mortgages with loan amounts greater than $1,000,000 must be manually underwritten.

A super conforming Mortgage must be a:

- Fully amortizing 15-, 20- or 30-year fixed-rate Mortgage, or
- 5/1, 7/1 or 10/1, fully amortizing ARM

Freddie Mac Relief Refinance Mortgages℠ – Same Servicer and Freddie Mac Relief Refinance Mortgages℠ – Open Access may be super conforming Mortgages provided the Mortgage meets the applicable requirements for that offering in Chapter 4302 or 4303, respectively.

Super conforming Mortgages may be any of the following provided the Mortgage meets the applicable requirements for that offering and this chapter. If there is a conflict between any of the requirements for the following products or offerings, the more restrictive requirements will apply:

- Texas Equity Section 50(a)(6) Mortgages originated in accordance with Section 4301.7
- A-minus Mortgages originated in accordance with Section 5101.9

(b) Ineligible Mortgages

Super conforming Mortgages must not be:

1. ARMs with Initial Periods of less than five years
2. Mortgages secured by a Manufactured Home
3. Home Possible® Mortgages, and any affordable Mortgage, including Mortgages originated under the Seller's proprietary affordable program
4. Seller-Owned Converted Mortgages
5. Seller-Owned Modified Mortgages
6. FHA/VA Mortgages
7. Section 502 GRH Mortgages
8. Section 184 Native American Mortgages
9. Affordable Merit Rate® Mortgages
10. Mortgages using an Automated Valuation Model (AVM)
11. Mortgages with custom mortgage insurance
12. Mortgages with financed mortgage insurance premiums
13. Mortgages with annual or monthly lender-paid mortgage insurance premiums

(c) Maximum loan-to-value (LTV)/total LTV (TLTV)/Home Equity Line of Credit (HELOC) TLTV (HTLTV) ratios

See Section 4203.4 for maximum LTV/TLTV/HTLTV ratios.

(d) Mortgage insurance requirements

Standard Mortgage insurance coverage is required in accordance with Section 4701.1(a). Lender-paid mortgage insurance with single premiums is permitted.

The custom mortgage insurance option described in Section 4701.1(b) and financed mortgage insurance premiums described in Section 4701.2(a) are not permitted.

(e) Monthly debt payment-to-income ratio

The maximum monthly debt payment-to-income ratio for super conforming Manually Underwritten Mortgages is 45%.

For Manually Underwritten Mortgages, the debt-to-income ratio must be underwritten in accordance with Section 5401.2.

4603.4: Underwriting requirements for super conforming Mortgages (03/02/16)

(a) Loan Prospector® Mortgages

All super conforming Mortgages with original loan amounts of $1,000,000 or less must be submitted to Loan Prospector.

The Borrower's credit reputation is acceptable if:

- The Mortgage receives a Risk Class of Accept, or
- The Mortgage receives a Risk Class of Caution-eligible for A-minus and if all requirements in Section 5101.9 for A-minus Mortgages are met

If the Mortgage receives a risk evaluation status of invalid, ineligible or incomplete, the Seller must take all steps possible in accordance with Chapter 5101 to correct the information and resubmit the Mortgage.

Super conforming Mortgages with original loan amounts of $1,000,000 or less that have never been submitted to Loan Prospector are not eligible for delivery.

The Seller must deliver the Key Number (Loan Prospector AUS Key Number) in the ULDD Data Point *Automated Underwriting Case Identifier* for all super conforming Mortgage transactions with original loan amounts of $1,000,000 or less.

(b) Non-Loan Prospector Mortgages

Super conforming Mortgages with original loan amounts greater than $1,000,000 or a Risk Class or Evaluation Status of invalid, ineligible, incomplete or Caution-ineligible for A-minus must be manually underwritten in accordance with Topics 5100 through 5500 and this chapter.

Noncredit Payment References are prohibited to establish an acceptable credit reputation for super conforming Mortgages.

To be eligible for sale to Freddie Mac, a minimum Indicator Score is required for super conforming Manually Underwritten Mortgages:

Minimum Indicator Scores for super conforming Manually Underwritten Mortgages

PURCHASE AND "NO CASH-OUT" REFINANCE MORTGAGES		
Property Type	**Maximum loan-to-value (LTV)/total LTV (TLTV)/Home Equity Line of Credit (HELOC) TLTV (HTLTV) ratio**	**Minimum Indicator Score**
1- unit Primary Residence	>75%	660
	≤75%	620
2- to 4-unit Primary Residence	≤75%	620
Second home	>75%	720
	≤75%	620
1-unit Investment Property	>75%	720
	≤75%	620
2- to 4-unit Investment Property	≤70%	660

"CASH-OUT" REFINANCE MORTGAGES		
Property Type	**Maximum LTV/TLTV/HTLTV ratio**	**Minimum Indicator Score**
1-unit Primary Residence	>70%	720
	≤70%	620
2- to 4-unit Primary Residence	≤65%	680
Second home and Investment Property	≤65%	700

4603.4: Underwriting requirements for super conforming Mortgages (Future effective date 03/28/16)

(a) Loan Prospector® Mortgages

All super conforming Mortgages with original loan amounts of $1,000,000 or less must be submitted to Loan Prospector.

The Borrower's credit reputation is acceptable if:

- The Mortgage receives a Risk Class of Accept, or
- The Mortgage receives a Risk Class of Caution-eligible for A-minus and if all requirements in Section 5101.9 for A-minus Mortgages are met

If the Mortgage receives a risk evaluation status of invalid, ineligible or incomplete, the Seller must take all steps possible in accordance with Chapter 5101 to correct the information and resubmit the Mortgage.

Super conforming Mortgages with original loan amounts of $1,000,000 or less that have never been submitted to Loan Prospector are not eligible for delivery.

The Seller must deliver the Key Number (Loan Prospector AUS Key Number) in the ULDD Data Point *Automated Underwriting Case Identifier* for all super conforming Mortgage transactions with original loan amounts of $1,000,000 or less.

(b) Non-Loan Prospector Mortgages

Super conforming Mortgages with original loan amounts greater than $1,000,000 or a Risk Class or Evaluation Status of invalid, ineligible, incomplete or Caution-ineligible for A-minus must be manually underwritten in accordance with Topics 5100 through 5500 and this chapter.

Noncredit Payment References are prohibited to establish an acceptable credit reputation for super conforming Mortgages.

To be eligible for sale to Freddie Mac, a minimum Indicator Score is required for super conforming Manually Underwritten Mortgages. The minimum Indicator Score requirements for Mortgages sold to Freddie Mac can be found in Exhibit 25, Mortgages with Risk Class and/or Minimum Indicator Score Requirements.

4603.5: Special appraisal and collateral requirements for super conforming Mortgages (03/02/16)

The Seller must obtain an appraisal with an interior and exterior inspection that meets Freddie Mac requirements.

For super conforming Mortgages, an appraisal field review reported on Form 1032, One-Unit Residential Appraisal Field Review Report, is also required when the loan-to-value (LTV)/total LTV (TLTV)/Home Equity Line of Credit (HELOC) TLTV (HTLTV) ratio is greater than 75% and the value is $1,000,000 or greater.

When the appraisal field review report results in a different opinion of market value, the lower of the opinion of market value from the appraisal field review report or sale price must be used to calculate the LTV/TLTV/HTLTV ratio.

The appraiser performing the initial appraisal and the appraisal field review report must be qualified to perform appraisals without oversight or supervision by a “supervisory” appraiser.

Effective for Mortgages with Application Received Dates on or before August 31, 2015, in addition to meeting the requirements of Chapter 5701 when the subject property is an attached condominium, the appraiser must provide at least two comparable sales from outside the subject project and outside the influence of the developer, builder or property seller.

4603.6: Delivery and pooling requirements for super conforming Mortgages (03/02/16)

See Section 6302.31 for delivery and pooling requirements for super conforming Mortgages.

4603.7 Postsettlement delivery fee (delivery fee) for super conforming Mortgages

A special delivery fee will be assessed and billed to the Seller in conjunction with the sale of super conforming Mortgages. The Seller must refer to Exhibit 19, Postsettlement Delivery Fees, for information on the special delivery fee and other delivery fees. Delivery fees are paid in accordance with the delivery fee provisions outlined in Chapter 6303.

Chapter 4604: Affordable Merit Rate® Mortgages

4604.1: Purchase of Affordable Merit Rate® Mortgages (03/02/16)

Freddie Mac will purchase Affordable Merit Rate® Mortgages that comply with the Guide and this chapter. Waivers to Guide requirements negotiated elsewhere in the Purchase Documents will not apply to Affordable Merit Rate Mortgages.

Affordable Merit Rate Mortgages are designed for Borrowers who have a weak credit reputation and/or questionable capacity and for Mortgages where excessive layering of risk exists. Although the Affordable Merit Rate Mortgage may have a higher initial interest rate, the Borrower will benefit from a 1% interest rate reduction for making Mortgage payments on time for 24 consecutive months during the period ending on the fourth anniversary of the first payment date.

4604.2: Eligible Affordable Merit Rate® Mortgages (03/02/16)

Affordable Merit Rate® Mortgages must be:

- A Loan Prospector® Mortgage with a Risk Class of Caution and evaluation results of eligible for A-minus
- A purchase or "no cash-out" refinance Mortgage
- Secured by a 1- or 2-unit Primary Residence, and
- A fixed-rate Mortgage that fully amortizes over a 30-year period

Affordable Merit Rate Mortgages must not be a Mortgage with a temporary subsidy buydown plan.

4604.3: Special underwriting requirements for Affordable Merit Rate® Mortgages (03/02/16)

Loan Prospector® has determined the creditworthiness of the Borrower is acceptable if all Mortgage payment histories for each qualifying Borrower are verified on the Loan Prospector in-file credit reports.

If all Mortgage payment histories for each qualifying Borrower are not verified on the Loan Prospector credit reports, the Seller must directly verify and document in the Mortgage file any Mortgage payment histories during the last 12-month period in accordance with the requirements of Section 5202.2(b)(ii).

If the Borrower was 30 or more days delinquent more than twice, or was 60 or more days delinquent on any Mortgage or combination of Mortgages, the Mortgage is ineligible for delivery to Freddie Mac.

A Caution Mortgage that receives loan evaluation results of eligible for A-minus and that does not meet the requirements of this chapter may be eligible for sale as an A-minus Mortgage if the requirements of Section 5101.9 are met.

4604.4: Other requirements for Affordable Merit Rate® Mortgages (03/02/16)

(a) Loan instruments

The Mortgages must be originated using both the Security Instrument and Note executed on the FNMA/Freddie Mac Uniform Instruments (1-4 Family) for the jurisdiction where the Mortgaged Premises are located and the Freddie Mac Uniform Instrument Multistate Affordable Merit Rate® Addendum To Note (Form 3294, 4/00) and Multistate Affordable Merit Rate Rider (Form 3194, 4/00).

(b) Quality control

An Affordable Merit Rate Mortgage is subject to the quality control requirements for an Accept Mortgage as described in Chapter 3402.

(c) Servicing

Affordable Merit Rate Mortgages must be serviced in accordance with Section 8303.28. Refer to Bulletin 2000-3 for more details.

(d) Delivery requirements

See Section 6302.36 for delivery requirements for Affordable Merit Rate Mortgages.

(e) Postsettlement delivery fee

A Caution Mortgage that receives evaluation results of eligible for A-minus will not be assessed a Credit Score/Loan-to-Value (CS/LTV) postsettlement delivery fee if it meets the requirements of this chapter and is delivered as an Affordable Merit Rate Mortgage.

Chapter 4701: Mortgage Insurance and Late Charges

4701.1: Mortgage insurance (03/02/16)

A Freddie Mac-approved Mortgage insurance policy issued by an MI that, as of the Delivery Date, is a Freddie Mac-approved MI (see Exhibit 10, Freddie Mac-Approved Mortgage Insurers) is required on each conventional Mortgage Freddie Mac purchases that has an loan-to-value (LTV) ratio of more than 80%. The LTV ratio is obtained by dividing the original loan amount by the value, as defined in Section 4203.1. The "value" of Mortgaged Premises located in the State of New York, as used solely for the purpose of determining whether mortgage insurance is required or should be canceled, is the appraised value of the Mortgaged Premises on the Note Date of the Mortgage. (This definition of the "value" of Mortgaged Premises located in the State of New York applies only to the above-stated mortgage insurance requirements, and is not applicable for any other purposes under the terms of the Purchase Documents. In particular, this definition of "value" is not applicable in determining the LTV ratios for the required percentage of mortgage insurance coverage.)

The required mortgage insurance must be in full force and effect as of the Delivery Date. Mortgage insurance coverage must not be subject to any exclusion besides those exclusions stated in the MI's master policy. Coverage must run to the benefit of Freddie Mac for a whole loan or a participation loan insured under a participation policy, or to the Seller for any other insured participation loan. No action may have been taken, or no action may have failed to be taken, that would impair the rights of Freddie Mac or the Seller. Participation policies with provisions inconsistent with this section or that impose premium payment or reporting requirements on Freddie Mac are not acceptable.

The insurance must remain in force until canceled in accordance with the requirements of Sections 8203.2 through 8203.7 or pursuant to applicable law. The Seller warrants that the Borrower has been given all disclosures required by law, including, but not limited to, the Homeowners Protection Act of 1998 (HPA), as amended, relating to the terms on which Borrower-paid mortgage insurance may be canceled. This includes all disclosures required by the HPA at loan origination to describe the Borrower's mortgage insurance cancellation rights under the HPA.

Mortgage insurance coverage must continue to be carried with the MI that insured the Mortgage when it was delivered to Freddie Mac, except as provided for in Section 8203.10 .

Freddie Mac's mortgage insurance coverage level options

Certain Mortgages require MI coverage levels that are different than those listed below. Those requirements are indicated in the individual sections where they apply.

(a) Standard mortgage insurance coverage

The standard required coverage levels for mortgage insurance are listed below.

For All Mortgages, Except 15- and 20-Year Fixed-Rate Mortgages:	
LTV Ratio*	**Mortgage Insurance Coverage**
Greater than 80% up to 85%	12%
Greater than 85% up to 90%	25%
Greater than 90%	30%

* If the mortgage insurance premium is financed, see Section 4701.2 for the LTV ratio calculation.

For 15- and 20-Year Fixed-Rate Mortgages:	
LTV Ratio*	**Mortgage Insurance Coverage**
Greater than 80% up to 85%	6%
Greater than 85% up to 90%	12%
Greater than 90%	25%

* If the mortgage insurance premium is financed, see Section 4701.2 for the LTV ratio calculation.

(b) Flexible mortgage insurance options

Freddie Mac's flexible mortgage insurance options provide alternatives to standard mortgage insurance coverage. These options include:

- Custom mortgage insurance (Custom MI)
- Reduced mortgage insurance (Reduced MI)

Flexible mortgage insurance is available only for Accept Mortgages. The premiums for flexible mortgage insurance may not be financed as part of the principal amount of the Mortgage. The lender-paid mortgage insurance option may not be used in conjunction with a flexible mortgage insurance option.
The flexible mortgage insurance options are not permitted for super conforming Mortgages.

A special postsettlement delivery fee (delivery fee) will be assessed and billed to the Seller in conjunction with the sale of Mortgages with certain flexible mortgage insurance options. The Seller must refer to Exhibit 19, Postsettlement Delivery Fees, for information on the Flexible Mortgage Insurance Options delivery fee and other delivery fees. Postsettlement delivery fees are paid in accordance with the delivery fee provisions outlined in Chapter 6303.

All Mortgages sold to Freddie Mac with flexible mortgage insurance may be delivered through the Cash, Guarantor or MultiLender Swap programs and may be pooled with other conventional/conforming loans.

(i) Custom mortgage insurance

Freddie Mac will purchase an Accept Mortgage with the applicable Custom MI coverage level if the Last Feedback Certificate indicates the Mortgage is eligible for Custom MI and the Mortgage is secured by a Primary Residence or second home.

The following minimum coverage levels apply regardless of the Mortgage term:

LTV Ratio	Mortgage Insurance Coverage
Greater than 85% up to 90%	12%
Greater than 90% up to 95%	18%

(ii) Reduced mortgage insurance

Freddie Mac will purchase an Accept Mortgage with Reduced MI coverage if the Last Feedback Certificate indicates the Mortgage is eligible for Reduced MI and the Mortgage is:

- Level-payment, fully amortizing fixed-rate
- Amortizing over a period greater than 20 years
- Secured by a 1- to 2-unit Primary Residence
- Either a purchase money transaction, or a “no cash-out” refinance with respect to which the Mortgage being refinanced was owned by Freddie Mac

The following minimum coverage levels apply:

LTV Ratio	Mortgage Insurance Coverage
Greater than 85% up to 90%	17%
Greater than 90% up to 95%	25%

4701.1: Mortgage insurance (Future effective date 07/01/16)

A Freddie Mac-approved Mortgage insurance policy issued by an MI that, as of the Delivery Date, is a Freddie Mac-approved MI (see Exhibit 10, Freddie Mac-Approved Mortgage Insurers) is required on each conventional Mortgage Freddie Mac purchases that has an loan-to-value (LTV) ratio of more than 80%. The LTV ratio is obtained by dividing the original loan amount by the value, as defined in Section 4203.1. The "value" of Mortgaged Premises located in the State of New York, as used solely for the purpose of determining whether mortgage insurance is required or should be canceled, is the appraised value of the Mortgaged Premises on the Note Date of the Mortgage. (This definition of the "value" of Mortgaged Premises located in the State of New York applies only to the above-stated mortgage insurance requirements, and is not applicable for any other purposes under the terms of the Purchase Documents. In particular, this definition of "value" is not applicable in determining the LTV ratios for the required percentage of mortgage insurance coverage.)

The required mortgage insurance must be in full force and effect as of the Delivery Date. Mortgage insurance coverage must not be subject to any exclusion besides those exclusions stated in the MI's master policy. Coverage must run to the benefit of Freddie Mac for a whole loan or a participation loan insured under a participation policy, or to the Seller for any other insured participation loan. No action may have been taken, or no action may have failed to be taken, that would impair the rights of Freddie Mac or the Seller. Participation policies with provisions inconsistent with this section or that impose premium payment or reporting requirements on Freddie Mac are not acceptable.

The insurance must remain in force until canceled in accordance with the requirements of Sections 8203.2 through 8203.7 or pursuant to applicable law. The Seller warrants that the Borrower has been given all disclosures required by law, including, but not limited to, the Homeowners Protection Act of 1998 (HPA), as amended, relating to the terms on which Borrower-paid mortgage insurance may be canceled. This includes all disclosures required by the HPA at loan origination to describe the Borrower's mortgage insurance cancellation rights under the HPA.

Mortgage insurance coverage must continue to be carried with the MI that insured the Mortgage when it was delivered to Freddie Mac, except as provided for in Section 8203.10 .

Freddie Mac's mortgage insurance coverage level options

Freddie Mac offers two mortgage insurance coverage level options: standard mortgage insurance and custom mortgage insurance.

Custom mortgage insurance option provides an alternative to standard mortgage insurance coverage.
Custom mortgage insurance is available only for Accept Mortgages. The premiums for custom mortgage insurance may not be financed as part of the principal amount of the Mortgage. The lender-paid mortgage insurance option may not be used in conjunction with custom mortgage insurance.
Custom mortgage insurance is not permitted for super conforming Mortgages.

A special postsettlement delivery fee (delivery fee) will be assessed and billed to the Seller in conjunction with the sale of Mortgages with custom mortgage insurance coverage. The Seller must refer to Exhibit 19, Postsettlement Delivery Fees, for information on the custom mortgage insurance delivery fees and other delivery fees. Postsettlement delivery fees are paid in accordance with the delivery fee provisions outlined in Chapter 6303.

Mortgages sold to Freddie Mac with custom mortgage insurance may be delivered through the Cash, Guarantor or MultiLender Swap programs and may be pooled with other conventional/conforming loans.

The standard and custom minimum coverage levels apply as stated in the table below:

Transaction type	Mortgage insurance coverage	LTV ratio			
		> 80% & ≤85%	> 85% & ≤90%	> 90% & ≤95%	>95% & ≤97%
Fixed rate, term ≤ 20 years	Standard	6%	12%	25%	N/A
	Custom*	N/A	N/A	16%	N/A
■ Fixed rate, term > 20 years ■ ARMs; and ■ Manufactured Homes[1]	Standard	12%	25%	30%	N/A
	Custom*	6%	12%	16%	N/A
Home Possible® Mortgages, fixed rate, term ≤ 20 years	Standard	6%	12%	25%	25%
	Custom*	N/A	N/A	16%	18%
Home Possible Mortgages: ■ Fixed rate, term > 20 years ■ ARMs; and ■ Manufactured Homes[1]	Standard	12%	25%	25%	25%
	Custom*	6%	12%	16%	18%

[1] Manufactured Homes are limited to a maximum LTV ratio of 95%.

* If custom mortgage insurance is chosen, in addition to all other applicable delivery fees, the custom mortgage insurance delivery fee in Exhibit 19 applies, including on Home Possible Mortgages.

4701.2: Mortgage insurance premiums (03/02/16)

Mortgage insurance premiums may be paid as follows:

- Monthly, annually, as a single premium, or a combination of these
- Financed premiums as described below
- Lender-paid premiums as described below

For Borrower-paid mortgage insurance premiums, the Borrower must pay the mortgage insurance premium by a single payment at closing or through monthly Escrow payments. A Mortgage that includes a Borrower-paid mortgage insurance premium in the Note Rate is not eligible for sale to Freddie Mac.

Lender-paid mortgage insurance premiums for annual and monthly premium programs must be included in the Servicing Spread included in the Note Rate on the Mortgage (see Section 4701.2(b)). Mortgages with single-premium lender-paid mortgage insurance do not require an adjustment to the Minimum Servicing Spread.

(a) Financed premiums

For purposes of this section, the following definitions apply:

- **Base LTV ratio:** The loan-to-value (LTV) ratio calculated using the Mortgage amount without the financed mortgage insurance premium

- **Gross (higher) LTV ratio:** The LTV ratio calculated using the Mortgage amount which includes the financed mortgage insurance premium

Mortgages for which the mortgage insurance premium is included as part of the principal amount of the Mortgage (that is, a financed premium) are eligible for purchase using the Base LTV ratio provided the Mortgage complies with the requirements below.

Financed mortgage insurance premiums are not permitted for super conforming Mortgages.

(i) For Accept Mortgages, all of the following apply:

- The Base LTV ratio must not exceed the lesser of 95% or the LTV ratio specified in Section 4203.4

- The Gross LTV ratio must not exceed 95%

- The Mortgaged Premises must be a 1-unit Primary Residence or second home

- The Mortgage is a fixed-rate, fully amortizing Mortgage or an ARM

- The amount of coverage meets the standard coverage level requirements in Section 4701.1 using the Base LTV ratio

- The mortgage insurance premium must be paid with a single-premium payment, (i.e., monthly premium payments are not eligible)

(ii) For Caution Mortgages and Non-Loan Prospector Mortgages, all of the following apply:

- The Base LTV ratio must not exceed the lesser of 90% or the LTV ratio specified in Section 4203.4
- The Gross LTV ratio must not exceed 95%
- The Mortgage Premises is a 1-unit Primary Residence or second home
- The Mortgage is a fixed-rate, fully amortizing Mortgage or an ARM
- The amount of coverage meets the standard coverage level requirements in Section 4701.1 using the Base LTV ratio
- The mortgage insurance premium must be paid by a single premium payment (that is, monthly premium payments are not eligible)

Financed mortgage insurance premium endorsement

The mortgage insurance policy must include an endorsement, generally referred to as the "financed mortgage insurance premium endorsement." This endorsement states that adjustments will be made to the claim calculation to meet the required exposure level for the Base LTV ratio.

Maximum original loan amount

The maximum original loan amounts provided in Section 4203.3 apply to Mortgages with financed mortgage insurance premiums. The original loan amount of the Mortgage inclusive of the amount of any financed mortgage insurance premium may not exceed the maximum original loan limits provided in Section 4203.3.

Delivery requirements for Mortgages with financed mortgage insurance premium

See Section 6302.21 for delivery requirements. Any applicable postsettlement delivery fees will be assessed based on the Mortgage's Gross LTV ratio and the UPB, which includes the financed mortgage insurance premium.

(b) Lender-paid mortgage insurance

Freddie Mac will purchase Mortgages with single, annual or monthly premium lender-paid mortgage insurance as follows:

(i) For annual and monthly premiums:

- The Mortgage is a fixed-rate, fully amortizing Mortgage or a non-convertible ARM
- The Mortgage is not a super conforming Mortgage

- For monthly and annual premium programs, premium payments are made from the Servicing Spread compensation. To ensure that the Servicer receives sufficient Servicing compensation after premium payments are made, the Minimum Contract Servicing Spread must be no less than the sum of the Minimum Servicing Spread plus the amount necessary to pay the mortgage insurance premium when due.

- Coverage will be maintained for the life of the Mortgage. A change in MI may be allowed if approved by Freddie Mac (see Chapter 8203).

- The Mortgage is sold under the Guarantor or MultiLender Swap program

The Seller must obtain Freddie Mac's approval to sell Mortgages with annual or monthly premium lender-paid mortgage insurance to Freddie Mac. The Seller should request this approval by calling its account manager or (800) FREDDIE.

(ii) For single premiums:

- The Mortgage is a Mortgage eligible for purchase under the Purchase Documents

- Coverage will be maintained for the life of the Mortgage. A change in MI may be allowed if approved by Freddie Mac (see Chapter 8203).

- The originating lender or the Seller must pay the entire mortgage insurance premium prior to the Delivery Date

See Section 6302.21 for delivery requirements for Mortgages with lender-paid mortgage insurance.

4701.3: Commissions, fees or other compensation on insurance (03/02/16)

The Seller warrants that in connection with the placement or renewal of any mortgage insurance, including insurance on any other Mortgages it owns, to the Seller's knowledge, the insurer (including its parent company or any affiliate thereof) has not caused or permitted any consideration or thing of value (other than the protection provided by its mortgage insurance) to be paid to or received by any of the following:

- The Mortgage lender

- Any officer, director or employee of the lender or any member of their immediate families

- Any insurance agency, corporation (other than the insurer), partnership, trust or other business entity (including any service corporation, whether organized for profit or otherwise)

in which the lender or any of its officers, directors, employees or their immediate family members have financial interest, or

- Any designee, trustee, nominee or other agent or representative of any of the foregoing

This requirement applies to any commission, fee or other compensation on all mortgage insurance presently in force or to be placed in the future.

4701.4: Late charges (03/02/16)

The Uniform Single Family Note provides blanks for inserting the amounts of late charges and the grace period after which such charges are assessable. Any amount and period stated must be permissible under applicable law.

For Mortgages purchased by Freddie Mac, the Seller agrees to collect late charges only on monthly installments more than 15 days late. If the 15-day period ends on a weekend or holiday, it is extended to the next Business Day. The Seller also agrees not to collect late charges of more than 5% of the late principal and interest payment. The Seller may retain any late charge collected as additional Servicing compensation.

If the late charge stated in the Note is more than 5% of the principal and interest payment and/or is to be assessed on a monthly installment late 15 days or less, the Seller agrees to notify the Borrower in writing of Freddie Mac's late charge and grace period requirements and to retain a copy of the written notification in the Mortgage file for each Mortgage purchased by Freddie Mac.

Chapter 4702: Title Insurance

4702.1: General Freddie Mac title insurance requirements (03/02/16)

Each Mortgage purchased by Freddie Mac must be covered by one of the following:

- A paid-up Mortgage title insurance policy meeting the requirements in Section 4702.2, or
- An attorney's title opinion or certificate meeting the requirements in Section 4702.3

A title insurance policy is mandatory for Mortgages secured by units in a Planned Unit Development or Condominium Project, dwellings on leasehold estates, Manufactured Homes, properties subject to deed restrictions or restrictive agreements, Texas Equity Section 50(a)(6) Mortgages and for Mortgages executed using a power of attorney.

4702.2: Title insurance policy requirements (03/02/16)

Each title insurance policy must meet the following minimum requirements:

(a) Title insurer

The title insurance policy must be written by a title insurer legally able to do business in the jurisdiction where the Mortgaged Premises are located.

The policy must be fully enforceable and protective of the mortgagee's rights and comply with all other requirements of this section.

If a preliminary binder or commitment is issued, it must be issued by the same title insurer that issues the final title insurance policy.

Selection or acceptance of the title insurance company by the Seller must be based solely on considerations, such as the comprehensiveness of the policy, the financial ability of the company to stand behind its commitment, the company's record on settling claims and other considerations normally employed by institutional investors originating or purchasing Mortgages in the jurisdiction where the Mortgaged Premises are located. The selection or acceptance must not be based on receipt of any fee or other consideration by the Seller or its employees, officers or directors.

(b) Amount of protection

The title insurance policy must protect the mortgagee up to at least the current principal balance of the Mortgage.

(c) Insured

The title insurance protection must run to Freddie Mac for Mortgages purchased in their entirety by Freddie Mac.

If a Mortgage is registered with MERS® and is originated naming MERS as original mortgagee of record, solely as nominee for the Lender named in the Security Instrument and the Note, and Lender's successors and assigns, then the "insured Mortgage" covered by the title insurance policy must be identified in the title insurance policy as the Security Instrument given to MERS, solely as nominee for Lender and Lender's successors and assigns. However, under no circumstances may MERS be named as an insured in a title insurance policy.

Furthermore, if a Mortgage is registered with MERS, the Seller/Servicer must arrange for all insurance drafts, notices, policies, invoices, etc., to be delivered directly to the Seller/Servicer. Although the MERS address appears in local public land records, the address for MERS must not be given to organizations that normally direct mail to the Seller/Servicer or Servicing Agent.

(d) Form

The title insurance policy must be written on:

- Effective for Mortgages with Note Dates on or after January 1, 2008, in those States where their use is permitted, either:
  - The American Land Title Association (ALTA) 2006 Loan Policy (adopted 6/17/06), or
  - The ALTA Short Form Residential Loan Policy One-To-Four Family (adopted 6/17/06)
- For all other Mortgages, one of the following:
  - The ALTA 1992 Loan Policy (revised 10/17/92)
  - The ALTA Short Form Residential Loan Policy One- to Four-Family (adopted 10/21/00)
  - The ALTA Short Form Expanded Coverage Residential Loan Policy One- to Four-Family (adopted 10/22/03)

Sellers may use a title insurance policy written on a form other than one of the ALTA insurance policy forms described above, provided the Seller warrants that the coverage the policy provides is at least as broad as the coverage provided by the ALTA 2006 Loan Policy.

Regardless of the title insurance policy form used, the following endorsements must be attached to or, where applicable, incorporated by reference into the policy. When using the ALTA 2006 Loan Policy, the Seller must use the 2006 version of the applicable endorsement form (with the endorsement form number followed by -06 (6/17/06)):

- An ALTA Form 8.1, Environmental Protection Lien Endorsement. Form 8.1 may make an exception only for specific State statutes that provide for possible subsequent "superliens" that could take priority over the Mortgage

- For all ARMs, the appropriate ALTA form for Variable Rate Mortgages (ALTA Form 6, Variable Rate Mortgage; ALTA Form 6.1, Variable Rate Mortgage — regulations; or ALTA Form 6.2, Variable Rate Mortgage — Negative Amortization)

- An ALTA Form 4 endorsement or its equivalent for each Condominium Unit Mortgage

- An ALTA Form 5 endorsement or its equivalent for each Mortgage secured by a Planned Unit Development (PUD) unit

- An ALTA Form 13.1 endorsement or its equivalent for all leasehold Mortgages. The title insurance policy must include as part of the insured estate, the value of the lessee's leasehold improvements.

- An ALTA Form 7.1 endorsement in States where available, or Form 7 endorsement in other States, or its equivalent for each Mortgage secured by a Manufactured Home. The title policy must identify the Manufactured Home located on the land and insure against any loss if the Manufactured Home is not real property.

- An ALTA Form 9 endorsement or its equivalent meeting the requirements of Section 4702.4(d) (3rd bullet) for each Mortgage secured by property subject to a restrictive agreement or restrictive covenant

A Seller may accept evidence of title insurance under a master title insurance policy for any Home Mortgage. Any Seller that accepts evidence of title insurance under a master title insurance policy represents and warrants as follows:

- The Seller has reviewed the title insurer's master policy documents, including the certificate of title insurance or short-form title policy, the master policy with all endorsements and any other applicable documents, and, based on this review and on certifications from the title insurer, the Seller has confirmed that the master policy provides at least the amount and scope of coverage given by the ALTA 2006 Loan Policy and that the master policy otherwise meets the requirements of this Section 4702.2

- The Seller has obtained from the title insurer a fully executed master title insurance policy issued in the Seller's name as insured. If the Mortgage is purchased in its entirety by Freddie Mac, the Seller will assign to Freddie Mac its rights in the policy to the extent of the Mortgage purchased. For Mortgages in which Freddie Mac has purchased a participation interest, the Seller does not need to assign its rights in the policy.

- The master policy has been approved by the applicable State or local authority where such approval is required

- The insurer will replace the title insurance certificate with a full individual ALTA or similar policy upon 10 days' notice by Freddie Mac

Freddie Mac may refuse to accept the master title insurance policy of any title insurer.

(e) Survey requirements

If the title company insuring the Mortgage or the attorney rendering the opinion of title requires a survey to remove exceptions to survey matters, the Seller must provide a survey of the Mortgaged Premises. The survey provided must conform to:

- The title insurance company's or attorney's standards, and

- Any applicable legal standards relating to surveys

(f) Exceptions

When the title insurance policy takes exception to survey matters, other than those permitted under Section 4702.4, the Seller must provide whatever information is required by the title insurance company to either remove the exception or obtain an endorsement providing the insurance required. If the title company will not issue a policy without a survey exception, Freddie Mac will not purchase the Mortgage. In addition, the title policy must not be subject to any title exceptions other than those permitted under Section 4702.4.

4702.3: Opinions of title (certificates of title) (03/02/16)

An attorney's opinion of title is acceptable to Freddie Mac in lieu of a title insurance policy if all of the following conditions are met without exception:

1. The opinion must be addressed to the Seller and all successors in interest of the Seller
2. The opinion must provide the following statement:

   We [I] agree to indemnify you and your successors in interest in the [Mortgage] [deed of trust] opined hereto, to the full extent of any loss attributable to a breach of our [my] duty to exercise reasonable care and skill in the examination of the title and the giving of this opinion.

3. The opinion must be given by an attorney licensed to practice law in the jurisdiction where the Mortgaged Premises is located. The attorney must also be insured against malpractice in rendering opinions of title in an amount commonly prevailing in the jurisdiction, taking into account the volume of opinions rendered by the attorney.

4. The opinion must not take exception to survey matters. When the attorney's opinion takes exception to survey matters, the Seller must provide whatever information is required by the attorney to remove the exception. If the attorney will not issue the title opinion without a survey exception, Freddie Mac will not purchase the Mortgage. In addition, the opinion must not be subject to any title exceptions other than those permitted under Section 4702.4.

5. The Mortgage must not be:

   - Secured by a unit in a Condominium Project or Planned Unit Development (PUD)
   - Secured by a dwelling on a leasehold estate
   - Secured by a Manufactured Home
   - Secured by property subject to deed restrictions or restrictive agreements
   - Executed using a power of attorney
   - A Texas Equity Section 50(a)(6) Mortgage

6. An attorney's opinion of title must be commonly acceptable in lieu of title insurance by private institutional Mortgage investors in the area where the Mortgaged Premises are located

7. The following opinion relating to prior environmental protection liens must be given in lieu of the American Land Title Association (ALTA) Endorsement 8.1 in an attorney's opinion of title. Item (i) of the opinion refers to environmental liens at the time the opinion is issued; item (ii) refers to State lien statutes that could give rise to a priority lien. An attorney may include an exception in item (ii) for possible subsequent superliens that could take priority over the Mortgage only if the Mortgaged Premises is located in a State whose State statutes provide for such a superlien:

   "There is (i) no environmental protection lien recorded in those records established under State statutes for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without knowledge, or filed in the records of the clerk of the United States district court for the district in which the land is located, nor (ii) are there any environmental protection liens provided for by any State statute in effect on the date of this opinion, which could achieve priority over the Mortgage except those listed below (list any State statute that allows a lien for environmental protection that can attain priority over the lien of the insured Mortgage; if none, state 'none')."

8. The following opinion must be given in lieu of the applicable ALTA form for ARMs, if applicable:

   "The law of the State in which the property securing the Mortgage is located provides that (i) the lien of the Mortgage will not become invalid or unenforceable resulting from provisions in the Mortgage which provide for changes in the interest rate calculated pursuant to the formula provided in the Mortgage, and (ii) priority of the lien of the Mortgage for the UPB of the loan, together with interest as changed and other sums advanced by the Noteholder in accordance with the provisions of the Mortgage, will not be lost as a result of changes in the rate of interest calculated pursuant to the formula provided in the Mortgage."

4702.4: Acceptable exceptions to the title insurance policy or to the attorney's opinion of title (03/02/16)

The following exceptions to the title insurance policy or to the attorney's opinion of title are acceptable:

(a) Subsurface public utility easements

Exceptions for subsurface public utility easements for local residential distribution, such as lines for gas and water, and cable for electric, telephone or television utilities, are acceptable provided that the location of the easements is ascertainable and fixed. The exercise of the rights thereunder must not interfere with the use and enjoyment of any present improvements on the Mortgaged Premises or proposed improvements on which the appraisal or Mortgage is based.

(b) Surface public utility easements

Exceptions for surface easements for public utilities for local residential distribution are acceptable provided that the location of the easements is ascertainable and fixed. The exercise of the rights thereunder must not interfere with the use and enjoyment of any of the following:

- Present improvements on the Mortgaged Premises
- Proposed improvements upon which the appraisal or Mortgage is based
- Part of the Mortgaged Premises outside the easement and not occupied by improvements

(c) Encroachments on public utility easements

Exceptions for encroachments on easements for public utilities by a garage, tool shed or similar structure that is not attached to, or a portion of, the dwelling structure are acceptable

provided that the encroachments do not interfere with the use and enjoyment of the easements or the exercise of rights of repair and maintenance in connection therewith.

(d) Restrictive agreements

Exceptions for restrictive agreements or restrictive covenants of record related to cost, use, setback, minimum size and building materials, and architectural, aesthetic or similar matters (other than single-family-use restrictions on 2- to 4-unit properties) are acceptable provided that the following conditions are met:

- The restrictive agreements or restrictive covenants do not create or provide for any lien that would be prior to the lien of the Home Mortgage nor provide for the elimination of the lien of the Home Mortgage

- The terms and provisions of the restrictive agreements or restrictive covenants are commonly acceptable to private institutional Mortgage investors in the area where the Mortgaged Premises are located

- An endorsement to the title insurance policy affirmatively insures that no violation of any such restrictive agreement or restrictive covenant exists and that any future violation shall not result in forfeiture or reversion of title

(e) Mutual easement agreements

Exceptions for mutual easement agreements of record that establish a joint driveway or a party wall are acceptable if such improvements are constructed in any of the following ways:

- Partly on the Mortgaged Premises and partly on adjoining property, or

- Wholly on the Mortgaged Premises, or

- Wholly on the adjoining property

The easement agreement must allow all present and future owners and their heirs, successors and assigns forever, unlimited use and enjoyment of the driveway or party wall without any restriction other than restriction by reason of the mutual easement owners' rights in common and duties for joint maintenance.

(f) Fence misplacements

Exceptions for fence misplacements on either side of the property line of the Mortgaged Premises, are acceptable provided that neither the misplacement, nor a future correction thereof, will interfere with the use and enjoyment of any improvements on the Mortgaged Premises nor with the use and enjoyment of the balance of the Mortgaged Premises not occupied by improvements. The definition of fence in this section shall not include retaining walls or other permanent structures.

(g) Encroachments on the Mortgaged Premises by improvements on adjoining property

Exceptions for encroachments on the Mortgaged Premises by improvements on adjoining property are acceptable provided that the following conditions are met:

- The encroachment must not touch any improvements on the Mortgaged Premises
- The encroachment must not interfere with the use and enjoyment of any improvements on the Mortgaged Premises nor with the use and enjoyment of the Mortgaged Premises not occupied by improvements

(h) Encroachments on adjoining property

Exceptions for encroachments on adjoining property by eaves or other projections attached to improvements on the Mortgaged Premises, or by structures such as tool sheds, or by a driveway appurtenant to the Mortgaged Premises are acceptable provided that there is an endorsement to the title insurance policy whereby the policy affirmatively insures against loss suffered by reason of the entry of a decree or court order requiring the removal of the encroachment.

(i) Oil, gas, water and mineral rights

Exceptions for outstanding oil, gas, water or mineral rights are acceptable if commonly granted by private institutional Mortgage investors in the area where the Mortgaged Premises is located, and:

- The exercise of such rights will not result in damage to the Mortgaged Premises or impairment of the use or marketability of the Mortgaged Premises for residential purposes and there is no right of surface or subsurface entry within 200 feet of the residential structure, or
- There is a comprehensive endorsement to the title insurance policy that affirmatively insures the lender against damage or loss due to the exercise of such rights

(j) Liens for taxes not due

Exceptions for liens for real estate or ad valorem taxes and assessments that specifically state that such liens are not yet due and payable are acceptable.

(k) Sums readvanced

This includes the priority of the lien for any sum repaid and subsequently readvanced under the terms of the Mortgage insured thereby.

(l) Tenants in possession

Exceptions for rights of tenants in possession, as tenants only, under prior unrecorded leases, are acceptable.

(m)Other exceptions

Any exception not set forth above in Sections 4702.4(a) through 4702.4(l) is acceptable only if all of the following conditions are met:

1. The subject of the exception must not interfere with the use and enjoyment of any present or proposed improvements on the Mortgaged Premises or with the use and enjoyment of the balance of the Mortgaged Premises not occupied by improvements

2. The subject of the exception must not affect the marketability of the Mortgaged Premises

3. The subject of the exception must have no or minimal effect on the value of the Mortgaged Premises

4. The subject of the exception must be acceptable to the MI if the Mortgage is insured

5. The subject of the exception must be commonly acceptable to private institutional Mortgage investors in the area where the Mortgaged Premises is located

The Seller shall warrant that all exceptions to the title insurance policy or to the attorney's opinion of title are permissible under this section. Freddie Mac will not issue any letters addressing the acceptability of particular exceptions nor waivers of the above requirements.

4702.5: Special title insurance requirements for Texas Equity Section 50(a)(6) Mortgages (03/02/16)

Texas Equity Section 50(a)(6) Mortgages must be covered by a title insurance policy meeting the requirements of Chapter 4702 with the endorsements described below.

- An Equity Loan Mortgage Endorsement (Form T-42). The Form T-42 endorsement must include the optional coverage provided by paragraph 2(f) of the endorsement and there must not be any exceptions to, or deletions of, paragraphs 2(a) through 2(e) of the Form T-42 endorsement.

- A Supplemental Coverage Equity Loan Mortgage Endorsement (Form T 42.1). There must not be any exceptions to, or deletions of, paragraphs 1(a) through 1(k) of the Form T-42.1 endorsement, or any subsequent subparagraphs added to Paragraph 1 by any revision of the Form T 42.1 approved by the Texas Insurance Commission.

- Any other endorsement that provides additional optional mortgagee coverage that is approved by the State of Texas Insurance Commission. The endorsement must be obtained by the Seller for Texas Equity Section 50(a)(6) Mortgages originated on and after the date the endorsement becomes legally available. There must be no exceptions to, or deletions of, any paragraphs providing additional coverage in any such endorsement.

Chapter 5101: Using Loan Prospector®

5101.1: General information for using Loan Prospector® (03/02/16)

(a) Access to and use of Loan Prospector®

Loan Prospector is an automated loan assessment system that indicates whether a Mortgage will be eligible for purchase by Freddie Mac, provided other conditions are met. Use of Loan Prospector can eliminate many of the manual processing and underwriting requirements of traditional Mortgage processing. Although Freddie Mac will continue to purchase manually processed Mortgages, Freddie Mac prefers and recommends that most Mortgages be processed through Loan Prospector.

Loan Prospector may be accessed from a commercial Loan Origination System (LOS), a custom LOS system or directly via an Internet connection. Loan Prospector utilizes the information obtained from:

- Data input by the originator
- Credit repositories
- Home Value Explorer (HVE)

Loan Prospector uses statistical models and judgmental rules to analyze the data received and then returns a Feedback Certificate. Loan Prospector will return credit information and for certain Mortgages will provide HVE support for the Mortgaged Premises.

(b) Loan Prospector Mortgages

In order for a Mortgage to qualify as a Loan Prospector Mortgage, the Mortgage must meet all of the following criteria:

- Be submitted to Loan Prospector no more than 120 days before and no later than the Note Date, or for Construction Conversion and Renovation Mortgages, the Effective Date of Permanent Financing
- Have all credit reports (including the Loan Prospector credit reports) dated no more than 120 days before and no later than on the Note Date, or for Construction Conversion and Renovation Mortgages, the Effective Date of Permanent Financing
- Receive an automated underwriting service (AUS) status of “complete” on the Feedback Certificate based on the last submission to Loan Prospector on or before the Note Date, or

for Construction Conversion and Renovation Mortgages, the Effective Date of Permanent Financing

- Comply with all of the requirements of this Chapter 5101

- Have a Settlement Date that is not more than 12 months after the Note Date, or for Construction Conversion and Renovation Mortgages, the Effective Date of Permanent Financing (i.e., the Mortgage is not a Seasoned Mortgage, as defined in the Glossary)

Mortgages that are submitted to Loan Prospector and receive a status of ineligible, invalid or incomplete must be manually underwritten as Non-Loan Prospector Mortgages.

For each Mortgage submitted, or to be submitted, to Loan Prospector, the Seller must consider each application without regard to the Borrower's race, color, religion, national origin, age, sex, marital status, familial status or handicap.

(c) Last Feedback Certificate

The Last Feedback Certificate:

- Is, except as stated in Chapter 4602 and Section 5101.6, based on true, complete and accurate data as required by the Seller's Purchase Documents

- Is used by Freddie Mac to determine the Risk Class, Documentation Level and, postsettlement delivery fees (delivery fees)

- Must be retained in the Mortgage file

In delivering the Mortgage to Freddie Mac, the Seller represents and warrants that the applicable Feedback Certificates are retained in the Mortgage file and meet all of the requirements of Chapter 5101. If Freddie Mac subsequently determines that the Feedback Certificates are not in the Mortgage file, any representation and warranty relief, Documentation Levels granted and/or payment or non-payment of fees are subject to change based on the actual contents of the Mortgage file.

The Last Feedback Certificate may be transferred without restriction prior to delivery of the Mortgage to Freddie Mac. However, the Last Feedback Certificate and the conditions indicated on it are effective only with respect to Freddie Mac and only when the Mortgage is delivered to Freddie Mac by a Freddie Mac Seller in compliance with the Seller's Purchase Documents. (An example of a Feedback Certificate is included in the *Loan Prospector Functionality Guide* or at **http://www.freddiemac.com/learn**.)

(d) Key Number

The Key Number is a unique number assigned to a Mortgage by Loan Prospector when the Mortgage is first submitted to Loan Prospector. The Key Number is returned to the Seller on

the Feedback Certificate and is used by the Seller and Freddie Mac to identify an individual Mortgage (e.g., a purchase, a refinance, etc.) from application through closing and delivery.

A Key Number is valid for use with only one Mortgage. Once that Mortgage has been closed, regardless of whether the Mortgage is sold to Freddie Mac, the Key Number may be used only in delivering that Mortgage to Freddie Mac or for the Seller's quality control process. The Key Number from a previously closed Mortgage may not be re-used to process or originate another Mortgage. Additionally, if the Borrower has more than one Mortgage in process, each loan must have a separate application and a different Key Number.

The Seller may resubmit the Mortgage to Loan Prospector using the original Key Number, provided Freddie Mac has not removed the Key Number from Loan Prospector.

For each Loan Prospector Mortgage delivered to Freddie Mac, the Seller must deliver the Key Number in the ULDD Data Point *Automated Underwriting Case Identifier*. A Mortgage delivered without a Key Number will be considered a Non-Loan Prospector Mortgage.

The Seller is not required to deliver the Key Number on the following Mortgages, as they are considered Non-Loan Prospector Mortgages:

- Mortgages, other than Mortgages secured by Manufactured Homes, submitted to Loan Prospector on or before the Note Date, or for Construction Conversion and Renovation Mortgages, the Effective Date of Permanent Financing, that received an AUS status of invalid, ineligible or incomplete; the Seller must deliver the Key Number for Mortgages secured by Manufactured Homes that received an AUS status of invalid, ineligible or incomplete

- Mortgages submitted to Loan Prospector for the first time after the Note Date

- Mortgages delivered as Seasoned Mortgages, Seller-Owned Converted Mortgages or Seller-Owned Modified Mortgages

(e) Invalid, ineligible or incomplete status

Loan Prospector may return an evaluation status of invalid, ineligible or incomplete. If resubmission with new and/or corrected information does not correct the status, the Mortgage cannot be processed through Loan Prospector. The Mortgage must be manually underwritten and delivered as a Non-Loan Prospector Mortgage.

(f) Number of Borrowers

Loan Prospector cannot evaluate more than five Borrowers on a single application. When there are more than five Borrowers the Seller must manually underwrite the Mortgage.

(g) Compliance with Loan Prospector requirements

If the Mortgage and/or the Seller fail to comply with all Loan Prospector requirements, including, except as stated in Chapter 4602 and Section 5101.6, submission of true, complete and accurate data to Loan Prospector, the benefits and terms associated with the Loan Prospector Mortgage may not apply and the Mortgage may be subject to the terms and requirements for a Non-Loan Prospector and/or a Manually Underwritten Mortgage.

(h) Required and optional data fields

Loan Prospector requires submission of specific data elements in order to process the information and return a complete decision with a Risk Class and Documentation Level. Complete details of the required and optional data fields as well as the data field specifications can be found in the *Loan Prospector Functionality Guide* or at http://www.freddiemac.com/learn**.**

(i) Loan Prospector fees

Effective for new submissions on or after June 1, 2015, a Seller/Servicer that uses Loan Prospector (either directly or through an authorized agent) will not pay fees to Freddie Mac as confirmed in the fee schedule included in the Guide as Exhibit 18, Loan Prospector® Price Structure, and the terms and conditions contained in the Loan Prospector User Agreement included in the Guide as Exhibit 15, Loan Prospector® User Agreement.

5101.2: Accuracy of data submitted to Loan Prospector® (03/02/16)

Because Loan Prospector® is an automated system, it relies heavily on information from other sources. Consequently, accurate data and accurate data entry are critical. The Seller is responsible for the accuracy and completeness of the data it submits to Loan Prospector. The Seller must ensure that the identifying information for any Borrower and property (name, current and previous address and social security number and property address) are true, complete and accurate and that they are properly input into Loan Prospector on or before the Note Date. Except as stated in Chapter 4602 and Section 5101.6, all data that was submitted to Loan Prospector for the Last Feedback Certificate must be true, complete and accurate, as required by the Purchase Documents.

5101.3: Loan Prospector® Risk Class (03/02/16)

The Risk Class on the Last Feedback Certificate establishes the extent of underwriting required. Based on its analysis of the data, Loan Prospector® will return a Risk Class of:

- Accept, or
- Caution

(a) Accept Mortgage

An Accept Mortgage is a Loan Prospector Mortgage that receives a Risk Class of Accept. An Accept Risk Class confirms that Loan Prospector has determined that the Borrower's creditworthiness is acceptable, provided that the requirements in Topics 5100 through 5500 applicable to Accept Mortgages are met.

(b) Caution Mortgage

A Caution Mortgage is a Loan Prospector Mortgage that receives a Risk Class of Caution. A Caution Mortgage may be eligible for A-minus. The Feedback Certificate will specify if a Mortgage is eligible for A-minus. Loan Prospector Mortgages that receive assessment results of eligible for A-minus may be eligible for sale to Freddie Mac if they meet the requirements of Section 5101.9 for A-minus Mortgages.

For a Caution Mortgage that is not eligible for A-minus, the Caution Risk Class indicates that the Mortgage is unlikely to comply with Freddie Mac's eligibility and underwriting requirements because there is a strong indication of excessive layering of risk as described in Section 5102.2. The Seller must determine that the Mortgage is acceptable by manually underwriting the Mortgage.

Even if the Seller determines a Caution Mortgage is acceptable, a postsettlement delivery fee (delivery fee) will be assessed and billed to the Seller in conjunction with the sale of the Mortgage. Standard delivery fee rates are indicated in Exhibit 19, Postsettlement Delivery Fees. Delivery fees are paid in accordance with the delivery fee provisions outlined in Chapter 6303.

5101.4: Documentation requirements when using Loan Prospector® (03/02/16)

The Documentation Level shown on the Last Feedback Certificate indicates the minimum level of documentation that Freddie Mac will accept for the Mortgage.

Streamlined Accept Documentation

A Streamlined Accept Documentation Mortgage requires significantly less documentation than a Standard Documentation Mortgage.

Standard Documentation

Standard Documentation is required for higher-risk Accept Mortgages, Caution Mortgages (including all A-minus Mortgages) and all Non-Loan Prospector Mortgages. This is the most comprehensive level of documentation.

Specific feedback messages will describe the type of documentation needed for employment, income and asset verification based on the data input into Loan Prospector. The specific feedback messages are for guidance purposes only. For complete details regarding employment and income documentation requirements using Streamlined Accept and Standard Documentation Levels, see Chapters 5303 through 5307. For complete details regarding asset documentation requirements using Streamlined Accept and Standard Documentation Levels, see Section 5501.3.

The Seller is responsible for documenting information in the Mortgage file and, except as stated in Chapter 4602 and Section 5101.6, must make sure that the information submitted to Loan Prospector matches what is documented in the Mortgage file.

The Seller must have processes in place to ensure that the requirements on the Feedback Certificate and other applicable requirements of the Guide and the Seller's other Purchase Documents are met. If the Mortgage delivered to Freddie Mac does not comply with the requirements of the Last Feedback Certificate, the Guide or the Seller's other Purchase Documents, Freddie Mac may require additional documentation.

5101.5: Minimum Assessment Feedback (03/02/16)

The Minimum Assessment Feedback (MAF) shown on the Feedback Certificate will advise the Seller of the type of appraisal report required.

5101.6: Resubmission requirements/Loan Prospector® tolerances (03/02/16)

A Mortgage may be resubmitted to Loan Prospector®; however, the Risk and/or Documentation Classes might change. Loan Prospector minimizes the number of times that the Documentation Class will change, even if the Risk Class changes.

(a) Resubmission required

The Risk Class and Documentation Level on the Last Feedback Certificate must be based on submission of accurate data to Loan Prospector. Except as indicated in this section and Chapter 4602, resubmission of a Mortgage to Loan Prospector prior to the Delivery Date is required if:

- Information on the previous submission was not true, complete or accurate
- The most recent submission on or before the Note Date, or the Effective Date of Permanent Financing for Construction Conversion and Renovation Mortgages (including the date of the Loan Prospector credit report(s)) exceeds the date requirements in Section 5203.1(i); resubmission must occur on or before the Note Date, or the Effective Date of Permanent Financing for Construction Conversion and Renovation Mortgages

- Any information submitted to Loan Prospector changes, except as indicated below

If resubmission of a Mortgage to Loan Prospector is after the Note Date, or the Effective Date of Permanent Financing for Construction Conversion and Renovation Mortgages, refer to the additional requirements in Section 5101.7.

(b) Resubmission not required

A change from the previous submission involving the following does not require resubmission:

(i) Debts/income:

- The monthly debt payment (including monthly housing expense (see Section 5401.1) decreases
- The income for any Borrower increases; however, for Home Possible® Mortgages, resubmission is required if the income used to qualify the Borrower (as described in Section 4501.9(e)) increases
- The income for any Borrower decreases and/or the monthly debt payment (including monthly housing expense) increases, and
  - The total difference does not change the total debt-to-income ratio by more than three percentage points, and
  - The total debt-to-income ratio on the previous submission did not exceed 45%

(ii) Assets/reserves:

- The amount of verified assets increases
- The amount of verified reserves increases
- The amount of verified reserves decreases to an amount that is no less than the reserves required to be verified on the Feedback Certificate

(iii)Loan amount:

- The loan amount decreases by no more than 1% on a refinance transaction and at the time of the most recent Loan Prospector submission mortgage insurance is not required on the Mortgage

- The loan amount decreases by no more than 1% on a refinance transaction and at the time of the most recent Loan Prospector submission mortgage insurance on the Mortgage is required, and
  - The change does not impact the amount of the mortgage insurance coverage, and
  - The amount of the mortgage insurance premium collected by the Seller is based on the new loan amount and the Seller obtains a new mortgage insurance certificate

Refer to Section 4602.8(b) for Loan Prospector resubmission requirements for Construction Conversion and Renovation Mortgages.

Any other changes in the information submitted to Loan Prospector require resubmission.

5101.7: Resubmission to Loan Prospector® after the Note Date (03/02/16)

If the Seller determines after the Note Date, or the Effective Date of Permanent Financing for Construction Conversion and Renovation Mortgages, that the information entered into Loan Prospector® was not true, complete, and accurate and does not match the terms of the Mortgage to be delivered to Freddie Mac, except as otherwise permitted in Section 5101.6 and unless otherwise prohibited below, the Mortgage must be resubmitted to Loan Prospector after the Note Date or the Effective Date of Permanent Financing, as applicable, but prior to the Delivery Date.

The Seller must select "Post Closing Quality Control" as the Loan Processing Stage.

A Mortgage cannot be resubmitted to Loan Prospector after the Note Date or the Effective Date of Permanent Financing for Construction Conversion and Renovation Mortgages if:

- Resubmission is more than 120 days after the Loan Prospector Assessment Expiration Date displayed on the Feedback Certificate in effect as of the Note Date; or
- A Borrower is being added or deleted, or a change is being made to a Borrower's last name or Social Security Number; or
- A new credit report company needs to be selected; or
- The single or joint merged credit report indicator changes; or
- The order of Borrowers changes on a joint merged credit request; or
- The merged credit report number does not match the merged credit report number from the most recent complete transaction

If the Mortgage cannot be resubmitted to Loan Prospector after the Note Date, or the Effective Date of Permanent Financing for Construction Conversion and Renovation Mortgages, the Mortgage must be manually underwritten and is considered a Non-Loan Prospector Mortgage.

5101.8: Representation and warranty relief for creditworthiness (03/02/16)

Representation and warranty relief for Borrower creditworthiness (see Sections 5102.1, 5102.2, 5401.1 and 5401.2 and Chapter 5201) granted to the Seller are valid for the life of the Mortgage, provided all of the following conditions are met:

- The Last Feedback Certificate returned a Risk Class of:
  - Accept, or
  - Caution, A-minus eligible and the Mortgage complied with Section 5101.9
- The Mortgage and the Seller comply all requirements of the Purchase Documents including, but not limited to, Section 4201.13 and Chapter 5101
- The Last Feedback Certificate complies with Chapter 5101
- The Last Feedback Certificate matches the terms of the transaction delivered to Freddie Mac and, except as stated in Section 5101.7 and Chapter 4602, information entered into Loan Prospector® was true, complete and accurate
- The Mortgage was not sold to Freddie Mac as a Seller-Owned Modified Mortgage, Seller-Owned Converted Mortgage or a Seasoned Mortgage
- The property address returned on the Last Feedback Certificate is the address of the Mortgaged Premises
- The Mortgage met all applicable manual eligibility requirements found in the Seller's Purchase Documents and the Last Feedback Certificate
- The Mortgage was not originated based on fraudulent and/or misrepresented information and/or documentation

Representation and warranty relief is terminated if Freddie Mac determines that:

- The Mortgage was ineligible to have been submitted to Loan Prospector and is a Non-Loan Prospector Mortgage, or

- The Mortgage is not an Accept Mortgage or an A-minus Mortgage, or
- All requirements in Chapter 5101 were not met

5101.9: A-minus Mortgages (03/02/16)

(a) Purchase of A-minus Mortgages

Freddie Mac will purchase A-minus Mortgages under the terms of the Purchase Documents and this section. A-minus Mortgages are designed for Borrowers who have a weak credit reputation and/or questionable capacity and for Mortgages where excessive layering of risk indicates that the Mortgage is unlikely to be acceptable according to Topics 5100 through 5500.

(b) Eligibility requirements

An A-minus Mortgage must have the following characteristics:

- The Mortgage must be a conventional Mortgage
- The Mortgage must be a Loan Prospector® Mortgage with a Risk Class of Caution and evaluation results of eligible for A-minus

A Caution Mortgage that receives loan evaluation results of eligible for A-minus, but that does not meet the requirements of this section, is not eligible for delivery to Freddie Mac as an A-minus Mortgage, but may be eligible for delivery as a Caution Mortgage in accordance with the requirements of Topics 5100 through 5500. A Caution Mortgage that receives loan evaluation results of eligible for A-minus, and that meets the requirements of this section, may be eligible for sale as an Affordable Merit Rate® Mortgage if the requirements of Chapter 4604 are met.

(c) Special underwriting requirements

Loan Prospector has determined the creditworthiness of the Borrower is acceptable if all Mortgage payment histories for each qualifying Borrower are verified on the Loan Prospector credit reports.

If all Mortgage payment histories for each qualifying Borrower are not verified on the Loan Prospector credit reports, the Seller must directly verify and document any Mortgage payment histories in accordance with the requirements of Section 5202.2(b). The Seller must warrant that during the prior 12-month period, each Borrower was not 30 days or more delinquent more than once and was never 60 days or more delinquent on any directly verified Mortgage or combination of directly verified Mortgages. If this warranty cannot be made, the Mortgage is ineligible for delivery to Freddie Mac.

In addition, for all Borrowers without usable Credit Scores, the requirements in Section 5201.1 must be met. Any debt that is not reported to the credit repositories must be verified to have a satisfactory payment history and the payment must be included in the monthly debt payment-to-income ratio.

(d) Other requirements

- **Documentation**

  The Mortgage must be documented in accordance with the requirements in Topic 5300 and Section 5501.3 for Standard Documentation.

- **Quality control**

  An A-minus Mortgage is subject to the quality control requirements for a Loan Prospector Accept Mortgage as described in Chapter 3402.

- **Delivery requirements**

  There are no special requirements for delivery of A-minus Mortgages.

- **Postsettlement delivery fees (delivery fees) for A-minus Mortgages**

  A special delivery fee will be assessed and billed to the Seller in conjunction with the sale of A-minus Mortgages. The Credit Score/Loan-to-Value (CS/LTV) Fee Level found on the Last Feedback Certificate will determine the applicable CS/LTV (A-minus) delivery fee rate.

  The Seller must refer to Exhibit 19, Postsettlement Delivery Fees, for information on the CS/LTV (A-minus) delivery fee and other delivery fees. Delivery fees are paid in accordance with the delivery fee provisions outlined in Chapter 6303.

Chapter 5102: Underwriting a Mortgage for sale to Freddie Mac

5102.1: Underwriting a Mortgage (03/02/16)

(a) Three "Cs" of underwriting

Freddie Mac purchases Mortgages that meet standards and requirements included in the Guide. Freddie Mac requirements establish the information that must be analyzed and documented in the Mortgage file and, when applicable, warranted by the Seller for each Mortgage sold to Freddie Mac. The conclusion that a Mortgage is acceptable must be based on a determination that the Borrower is creditworthy (acceptable credit reputation and capacity) and the Mortgaged Premises (collateral) is adequate for the transaction. Credit reputation, capacity and collateral are often called the "three Cs" of underwriting. If one of these components is not acceptable or if there is excessive layering of risk across components, the Mortgage is not acceptable for sale to Freddie Mac.

Topics 5100 through 5500 include Freddie Mac's requirements for determining that the Borrower has acceptable credit reputation and capacity. These topics also cover layering of risk within the three components and how to determine excessive layering of risk.

In addition, other specific requirements related to Borrower credit reputation and Borrower capacity for special Mortgage products, offerings and special features are provided in the following locations:

Subject	Location
Second home Mortgages	4201.15(b)
Investment Property Mortgages	Sections 4201.16(a)
Secondary financing	Sections 4204.1(b)
Temporary subsidy buydown plans	Sections 4204.4(b) and 4204.4(c)
Cash-out refinance Mortgages	Section 4301.5
ARMs	Section 4401.8(b)

Subject	Location
Seller-Owned Converted and Seller-Owned Modified Mortgages	Sections 4402.1(b) and 4402.4(c)
Home Possible® Mortgages	Sections 4501.8 and 4501.9
Section 502 GRH Mortgages, Home Possible® Mortgages with RHS Leveraged Seconds, Section 184 Native American Mortgages	Sections 4205.1(d), 4205.2(d) and 4205.3(c)
Underwriting Financed Permanent Buydown Mortgages	Section 4601.2
Construction Conversion and Renovation Mortgages	Section 4602.8
Super conforming Mortgages	Section 4603
Affordable Merit Rate® Mortgages	Section 4604.3
A-Minus Mortgages	Sections 5101.9(b) and 5101.9(c)
Unsecured loans	Section 5501.4(b)
Manufactured Homes	Sections 5703.3(a), 5703.5(a) and 5703.5(e)

See Chapter 5601 for requirements regarding collateral.

(b) Underwriting information

All information used to evaluate the creditworthiness of the Borrower must be supported by documentation in the Mortgage file and must be obtained before, as applicable, the Note Date, or:

- For Construction Conversion and Renovation Mortgages, the Effective Date of Permanent Financing

- The modification date for Seller-Owned Modified Mortgages
- The Conversion Date for Seller-Owned Converted Mortgages
- The date of the applicable assumption agreement

(c) Number of Borrowers

Freddie Mac does not limit the number of Borrowers on the Mortgage or require that they be related. When multiple Borrowers are involved, the overall creditworthiness of each Borrower and all Borrowers collectively must be evaluated. The presence of more than one Borrower on the Mortgage helps to reduce risk.

5102.2: Methods of underwriting (03/02/16)

Borrower creditworthiness is established and excessive layering of risk is identified by one of the following methods:

(a) Submitting the Mortgage to Loan Prospector®

In many cases, the most effective way to evaluate Borrower creditworthiness and identify excessive layering of risk is to submit the Mortgage to Loan Prospector. Loan Prospector performs an overall evaluation of the credit risks in the Mortgage file based on the information provided by the Seller and credit repositories and returns a Risk Class of either Accept or Caution on the Feedback Certificate.

See Chapter 5101 for additional details regarding Loan Prospector Mortgages.

(i) Borrower creditworthiness

A Seller is relieved of the requirements to represent and warrant that the Borrower is creditworthy if:

- The Seller delivers a Mortgage with a Risk Class of Accept (with a Documentation Level of Streamlined Accept or Standard Documentation), or
- The Seller delivers a Mortgage with a Risk Class of Caution, eligible for A-minus, that complies with all applicable underwriting, product and other requirements of the Seller's Purchase Documents (including Chapter 5101)

For Accept Mortgages and A-minus Mortgages, Loan Prospector has determined that the Borrower is creditworthy provided, except as permitted otherwise in Section 5101.6, the amount of stable monthly income used by Loan Prospector is correct and meets the requirements for stable monthly income in Topic 5300, as verified under the applicable

verification requirements of Topic 5300. Additional evaluation of Borrower creditworthiness by the Seller is not required.

(ii) Layering of risk

For all Accept Mortgages and A-minus Mortgages, Loan Prospector has determined that the layering of risk is acceptable. The Seller does not have to make this determination.

For all Caution Mortgages not eligible as A-minus Mortgages, the Seller must manually underwrite the Mortgages in accordance with Section 5102.2(b). For such Mortgages, there is a strong indication that the layering of risk is excessive and that acceptability and compliance with Freddie Mac requirements is unlikely.

(b) Manually underwriting the Mortgage

Mortgages for which the Seller evaluates the Mortgage data and makes the final determination regarding Borrower creditworthiness and excessive layering of risk are referred to as "Manually Underwritten Mortgages." Manually Underwritten Mortgages are the following:

- Mortgages that were never submitted to Loan Prospector
- Mortgages that were submitted to Loan Prospector and received an evaluation status of invalid, ineligible or incomplete
- Mortgages that were submitted to Loan Prospector, received a Risk Class of Caution and were not eligible as A-minus Mortgages

For Manually Underwritten Mortgages, the Seller's conclusion that Borrower credit reputation and capacity are acceptable must be based on the documentation included in the Mortgage file and described on Form 1077, Uniform Underwriting and Transmittal Summary, or another document in the Mortgage file.

(i) Borrower creditworthiness

For Manually Underwritten Mortgages, the Seller must manually underwrite Borrower creditworthiness as required in Topics 5100 through 5500, in order to determine that the Borrower is creditworthy. The Seller must confirm that the Borrower has the minimum Indicator Score, if applicable, as indicated in Exhibit 25, Mortgages with Risk Class and/or Minimum Indicator Score Requirements.

Another part of determining the Borrower's creditworthiness is evaluating the Borrower's capacity to repay the Mortgage and other monthly obligations.

The Seller must determine capacity by analyzing file documentation of the following factors:

- Stable monthly income
- Monthly housing expense-to-income and monthly debt payment-to-income ratios
- Reserves and other liquid assets
- Information about how the Borrower has paid obligations in the past

The following characteristics specific to the Mortgage request may introduce an additional layer of risk that must be considered in evaluating capacity:

- The payoff of a junior lien from the proceeds of a refinance Mortgage
- A cash-out refinance Mortgage
- A Borrower with low reserves or no reserves

Based on its analysis, the Seller must provide a written, well-reasoned conclusion that the Borrower has the ability to meet current obligations, including the new Mortgage.

For Caution Mortgages, the Seller may not use information already considered by Loan Prospector to determine that capacity is acceptable when the Feedback Certificate contains credit risk comments related to capacity. See Section 5102.2(b)(ii) for factors considered by Loan Prospector. Factors not considered by Loan Prospector, such as the existence of verified income that is not included in the submission or energy savings from an energy-efficient property (see Section 5401.1), may be used by the Seller in making a case that capacity is acceptable.

When multiple risk factors are present, more conservative underwriting must be undertaken to assess whether the Mortgage is acceptable. The Seller must document in the Mortgage file all offsetting factors and an overall conclusion that the Borrower has the ability to meet current obligations, including the new Mortgage.

The Seller must presume the Borrower's capacity to repay is not acceptable when the following conditions exist:

- The Mortgage is a Loan Prospector Caution Mortgage, and
  - The transaction is a cash-out refinance, and
  - At least one Credit Risk Comment related to the monthly debt payment-to-income ratio is returned on the Feedback Certificate
- The Mortgage is a Non-Loan Prospector Mortgage, and

- The transaction is a cash-out refinance, and
- The monthly debt payment-to-income ratio exceeds 42%, and
- Any Borrower has an Underwriting Score less than 700, and
- The total loan-to-value (TLTV) ratio is greater than 75%

A Borrower who increases debt and then periodically uses refinance or debt consolidation to reduce payments to a manageable level presents a higher degree of risk. The Seller should consider the Borrower's short- term and long- term ability to repay the Mortgage.

Freddie Mac requires that the Seller use objective criteria to evaluate the Borrower's creditworthiness and apply underwriting requirements and guidelines consistently to each Borrower, regardless of race, color, religion, national origin, age, sex, marital status, familial status or handicap. (See also Section 1301.2 for equal opportunity compliance requirements.)

When properly applied, Freddie Mac's underwriting requirements and guidelines will result in an evaluation of the Borrower's overall creditworthiness rather than an evaluation that focuses on minor exceptions to specific policies.

(ii) Layering of risk

For all Manually Underwritten Mortgages, the Seller is responsible for determining that the Mortgage is acceptable for sale to Freddie Mac by performing a detailed risk assessment. Multiple characteristics that increase risk without sufficient offsetting factors are likely to result in excessive risk layering. An offsetting factor does not need to be established for each risk factor if the overall risk is balanced.

The Seller's conclusion that a Mortgage has acceptable layering of risk must be documented in the file and at a minimum include:

- The identified risk factors
- The identified offsetting factors
- Documentation of the offsetting factors
- A written conclusion that the Mortgage does not exhibit excessive layering of risks

The Seller must determine that each component (credit reputation, capacity and collateral) is acceptable and that the overall layering of risk is acceptable. A conclusion that the Mortgage is acceptable cannot be reached by looking only at a single underwriting component or by placing the most weight on a single component, but may result from balancing the weakness of one component against the strength of the other

two components. For example, a Borrower with weak capacity may be found to be acceptable because of strong collateral and credit reputation, but a Borrower with weak capacity and weak credit reputation is not acceptable because only collateral is strong.

Even when each of the three components is acceptable, layered risk may make a Mortgage unacceptable. Characteristics specific to the Mortgage request, such as the type of Mortgage product, the purpose of the Mortgage and the property type securing the Mortgage, add layers of risk that must be considered. For instance:

- An ARM adds an additional layer of capacity risk to a Mortgage request that would not be present in a fixed-rate Mortgage
- A Mortgage made to finance an Investment Property or for a cash-out refinance adds an additional layer of capacity risk to a Mortgage request that would not be present in a Mortgage made to finance an owner-occupied dwelling or a "no cash-out" refinance Mortgage
- A Mortgage secured by a 2- to 4-unit property or a Condominium Unit adds a layer of collateral risk that would not be present in a Mortgage secured by a 1-unit detached dwelling

Whenever there is evidence of layered risk, more conservative underwriting must be undertaken to assess whether the Mortgage is acceptable for sale to Freddie Mac.

The following chart gives examples of loan characteristics that increase risk in a Mortgage. This list does not identify all possible risk factors or combinations of risks in a Mortgage file; nor is it intended to imply that an individual characteristic is unacceptable. But the chart does illustrate how layering of risk can be assessed. Read vertically, the chart shows how risk may be layered within a component; read horizontally, it shows how risk may be layered across components.

Credit Reputation	**Capacity**	**Collateral**
Adverse or derogatory credit information	A housing payment-to-income ratio in excess of guidelines	Low equity/down payment
High balances-to-limits	A debt payment-to-income ratio in excess of guidelines	Maximum financing
High overall utilization of revolving credit	A debt payment-to-income ratio in excess of guidelines	Investment Property

Credit Reputation	Capacity	Collateral
Credit history of short duration	Cash-out refinance	2- to 4-unit property
A significant change in the Borrower's credit history	No reserves	Manufactured Home
Several inquiries	ARM	Condominium Unit

The Seller must determine that each component and the layering of risk across components are acceptable and document that conclusion in the Mortgage file.

Additional requirements for Caution Mortgages

For all Caution Mortgages not eligible as A-minus Mortgages, the Seller must manually underwrite the Mortgages in accordance with Topics 5100 through 5500. For such Mortgages, there is a strong indication that the layering of risk is excessive and that acceptability and compliance with Freddie Mac requirements is unlikely.

When underwriting a Caution Mortgage, the Seller must analyze all risk factors present in the Mortgage file, including those identified in the Credit Risk Comments and Repository Reason Code Comments sections of the Feedback Certificate, and document in the Mortgage file offsetting factors satisfactory to ensure that the Mortgage is acceptable. The offsets used must provide information not considered by Loan Prospector.

The Seller cannot use the following factors as a basis for concluding that excessive layering of risk is not present because Loan Prospector has already considered them:

- TLTV or LTV ratio below the maximum allowable financing
- Qualifying monthly housing expense-to-income ratio or monthly debt payment-to-income ratio below Freddie Mac's guidelines
- The level of reserves
- The type of Mortgage product
- The type of property securing the Mortgage
- FICO® score, or

- Any combination of these factors

5102.3: General requirements for verifying documents (03/02/16)

This section and Sections 5102.4, 5202.2(b) and 5501.3 and Chapters 5302 through 5307 describe the requirements for verifications.

(a) Written verifications

Written verifications must meet all of the following requirements:

- Standard verification forms, such as the original verification of employment (VOE), verification of deposit (VOD), direct verification of Tradelines and Noncredit Payment References, including Mortgage payment history and verification of rental payments must be sent directly from the originator to the Borrower's employer, depository, creditor or landlord and, upon completion, returned directly from that entity to the originator

- Facsimile verification forms are acceptable if it is clear from the document that the information was sent by facsimile transmission directly from the source to the originator and are considered to be originals

- The original documents must not contain any alterations, erasures, correction fluid or correction tape

- The Seller's Mortgage file contains legible copies of the originals

- The copies must have been made by the originator or the applicant directly from the originals. Copies provided by any other source, such as the agent or builder, are not acceptable.

An electronic verification is a computer-generated document, accessed and printed from an Intranet or Internet, that may be used to verify information such as the Borrower's employment, income or funds on deposit. This includes on-line bank statements, investment account statements, employment and/or income statements. The Borrower may provide the verification directly, or the originator may obtain it directly from the employer, depository or other institution.

The Borrower may provide verification of income, employment and assets in the form of a photocopy, facsimile or electronic verification. If the Borrower has provided electronic verifications, photocopies or facsimiles of other verifications, where the originator did not view and copy the original documents directly, the Seller is strongly encouraged to reverify the information through the quality control process.

(b) Documents of foreign origin

All documents of foreign origin must be filled out in English or the originator must provide a translation, attached to each document, and warrant that the translation is complete and accurate. All foreign currency amounts must be converted to U.S. dollars at the time of translation and it must be clear that the Borrower owned the funds prior to the transfer.

(c) Quality control reverification

As part of quality control review, Freddie Mac may require, in its discretion, that the Seller reverify the information contained in any Mortgage file submitted to Freddie Mac. Freddie Mac reserves the right to independently reverify the information contained in any Mortgage file.

5102.4: Age of documentation (03/02/16)

Verifications of employment, income, current receipt of income, source of funds and payment history must be dated no more than 120 days before, as applicable the Note Date, the Effective Date of Permanent Financing for Construction Conversion and Renovation Mortgages, the modification date for Seller-Owned Modified Mortgages, the Conversion Date for Seller-Owned Converted Mortgages or the applicable assumption agreement date, and must be used in evaluating the creditworthiness of the Borrower. Any information verified more than 120 days before, as applicable, the Note Date, the Effective Date of Permanent Financing for Construction Conversion and Renovation Mortgages, the modification date for Seller-Owned Modified Mortgages, the Conversion Date for Seller-Owned Converted Mortgages or any applicable assumption agreement date, must be reverified. Verifications made after the Note Date, the Effective Date of Permanent Financing or applicable assumption agreement date do not satisfy the requirements of this section. See Chapter 4402 for the requirements for Seller-Owned Modified and Seller-Owned Converted Mortgages.

In addition, no more than 10 Business Days prior to the Note Date, the Seller must confirm the Borrower's employment by obtaining a verbal verification of employment. For a self-employed Borrower, the Seller must obtain a verification of existence of the Borrower's business through a third party source no more than 30 calendar days prior to the Note Date. Alternatively, the Seller may obtain the verification of employment or the existence of business, as applicable, after the Note Date but prior to the Delivery Date. See Chapters 5302, 5303 and 5304 for additional information regarding verbal verifications of employment and applicable documentation requirements.

Chapter 5103: Special Borrower Eligibility

5103.1 Non-occupying Borrower (03/02/16)

When a Mortgage includes a non-occupying Borrower the following apply:

- For Manually Underwritten Mortgages and A-minus Mortgages, the loan-to-value ratio must not exceed 90%
- For Accept Mortgages and A-minus Mortgages, the Seller is not required to calculate or evaluate the occupant Borrower's monthly housing expense-to-income ratio or the occupant Borrower's monthly debt payment-to-income ratio
- For Manually Underwritten Mortgages, the occupant Borrower's monthly housing expense-to-income ratio should not exceed 35% of the occupant Borrower's stable monthly income and the occupant Borrower's monthly debt payment-to-income ratio must not exceed 43% of the occupant Borrower's stable monthly income
- For Manually Underwritten Mortgages, Loan Prospector® A-Minus Mortgages and Loan Prospector Accept Mortgages, Borrower Funds and reserves may come from the occupant and/or the nonoccupant Borrower.

5103.2: Permanent and nonpermanent resident aliens (03/02/16)

A non-U.S. citizen who is lawfully residing in the U.S. as a permanent or nonpermanent resident alien is eligible for a Mortgage on the same terms as a U.S. citizen.

A Mortgage to a non-U.S. citizen who has no lawful residency status in the United States is not eligible for sale to Freddie Mac.

5103.3: Endorser, guarantor and surety (03/02/16)

A Mortgage with a personal endorser, guarantor and/or surety may be eligible for purchase by Freddie Mac provided the following requirements are met:

- The endorsement, guaranty or surety agreement must not be qualified or limited in any manner
- For Manually Underwritten Mortgages and A-minus Mortgages, when the loan-to-value (LTV) ratio is greater than 90%, the endorser, guarantor or surety whose income or financial strength was used for qualification purposes must, as of the

Delivery Date, occupy all or part of the Mortgaged Premises as a Primary Residence. When the LTV ratio is equal to or less than 90%, a nonoccupying endorser, guarantor or surety is permitted, but the occupant Borrower must be able to qualify for the Mortgage in accordance with Chapter 5401.

- For Accept Mortgages, a nonoccupying endorser, guarantor or surety is permitted when the LTV ratio is equal to or less than 95%

- The endorser, guarantor or surety may not be an interested party to the transaction (for example, the builder, seller or broker)

All underwriting criteria and documentation described in Topics 5100 through 5500 apply to the credit evaluation of an endorser, guarantor or surety. All applicable credit documentation must be submitted to Freddie Mac when the Mortgage is delivered to Freddie Mac for purchase.

5103.4: Creditworthiness of a previous Borrower (03/02/16)

Freddie Mac does not consider the creditworthiness of a previous Borrower who has sold the Mortgaged Premises or whose Mortgage has been assumed by another. For a Mortgage that has undergone an ownership transfer of the Mortgaged Premises, the new owner must be obligated by a written assumption agreement to repay the entire indebtedness and must be fully underwritten and qualified according to the requirements in Topics 5100 through 5500.

5103.5: Living Trust (03/02/16)

A Living Trust is an inter vivos revocable trust that meets all of the following requirements:

- The trust is created by one or more Settlors during his or her lifetime

- The trust becomes effective during the lifetime of the Settlor(s); and

- Each Settlor retains the right during his or her lifetime to revoke or amend the trust

Living Trusts also may be referred to as “inter vivos trusts” or “inter vivos revocable trusts.”

In addition to the definition of a Living Trust, the Seller should be familiar with Freddie Mac’s definitions in the Glossary for:

- Settlor

- Underwritten Settlor

The Seller warrants and represents that the Living Trust meets Freddie Mac's revocability and all other eligibility requirements as of the Delivery Date and the Funding Date.

A Living Trust is an eligible Borrower for a Home Mortgage if it meets all of the following conditions:

1. Special underwriting requirement

- The Mortgage applicants must include an Underwritten Settlor (or at least one Underwritten Settlor if there is more than one Settlor)

2. Trust requirements

- The Settlor (or each Settlor, if there is more than one) is the primary beneficiary of the trust
- The trustee(s) must be the Settlor (or at least one Settlor if there is more than one), or a Settlor and one or more co-trustees. A financial institution customarily engaged in trust functions in the applicable jurisdiction may serve as a co-trustee.
- The trustee(s) must be specifically authorized to:
  - Borrow money for the benefit of an Underwritten Settlor
  - Purchase, construct or encumber realty to secure a loan to an Underwritten Settlor

3. Property type and occupancy requirements

- The Mortgage is secured by:
  - A 1- to 4-unit Primary Residence occupied by an Underwritten Settlor, or
  - A second home occupied for some portion of the year by an Underwritten Settlor, or
  - A 1- to 4-unit Investment Property

4. Title and title insurance

- **Title**
  - The title to the property is vested in the trustee(s) on behalf of the trust (or in such other manner as is customary in the jurisdiction for Living Trusts)
  - The Seller must verify that title vested in the trustee(s) on behalf of the trust (or in such other manner as is customary in the jurisdiction for Living Trusts) does not lessen in any way Freddie Mac's interest in the Mortgage, such as

Freddie Mac's ability to obtain clear and marketable title to the Mortgaged Premises in the event of a foreclosure of the Mortgage

- The title insurance policy:
  - States that title to the Mortgaged Premises is vested in the trustee(s) on behalf of the Living Trust (or in such other manner as is customary in the jurisdiction for Living Trusts)
  - Does not list any exceptions arising from the trust ownership of the property
  - The Seller must verify that the title insurance policy provides full title insurance protection to Freddie Mac

5. Signatures required

- The loan documents are executed as follows:
  - The Note is executed by:

    (i) Each Underwritten Settlor individually; and

    (ii) One or more trustees on behalf of the trust, indicating the complete legal name of the trust, using the form prescribed in Exhibit 9, Signature and Acknowledgement Forms for Living Trusts. An Underwritten Settlor executing the Note both individually and as a trustee must use one of the methods prescribed in Exhibit 9.

    If there is not enough space on the Note for the signatures of the trustee(s), a signature addendum to the Note (the "Signature Addendum") may be used, provided that all of the following requirements are met:

    (i) Each Underwritten Settlor (regardless of whether the Underwritten Settlor also is signing as a trustee) signs individually in the Borrower's signature lines on the Note itself; only the signature(s) of the trustee(s) may be included on the Signature Addendum

    (ii) The Note clearly references the existence of the Signature Addendum

    (iii) The Signature Addendum:

    - Is permanently affixed to the Note
    - Clearly identifies the Note by referencing the following:
      - Name(s) of the Borrower(s)
      - Note Date
      - Property address

- ❑ Original Principal Balance of the Note

(iv) The form of Signature Addendum, and its use, complies with all applicable laws

(v) The use of the Signature Addendum results in a properly signed and legally enforceable Note

(vi) The Signature Addendum does not impair Freddie Mac's status as a "holder in due course" or any of Freddie Mac's rights under the Purchase Documents

(vii) The Seller indemnifies Freddie Mac from any loss or damage Freddie Mac may incur as a result of the use of the Signature Addendum

- ❑ The Security Instrument is:

  (i) Executed by the trustee(s) on behalf of the trust, indicating the complete legal name of the trust, using the form prescribed in Exhibit 9; and

  (ii) Is acknowledged by each Underwritten Settlor using either the form prescribed in Exhibit 9 or a rider to the Security Instrument that meets all of the requirements stated in Exhibit 9

The Seller may exclude any institutional trustee and any individual trustee who is not an Underwritten Settlor from personal liability under the Note and the Security Instrument, provided that:

- ❑ The Seller verifies that such exclusion applies specifically to that trustee, and the Seller excludes only that trustee from liability; and

- ❑ Such exclusion does not impair the exercise of any rights and remedies under the Note and/or the Security Instrument

6. Seller Review

The Seller must review:

- ■ Either (a) the trust agreement for the Living Trust or, (b) an abstract, certification or other summary of the trust agreement if and to the extent the laws of the applicable jurisdiction require or permit a third-party dealing with a trustee to rely on such abstract, certification or other summary. Based on such review, the Seller must determine that:

  - ❑ The Settlor (or each Settlor, if there is more than one) has retained the power to revoke or amend the trust

  - ❑ There is specific authorization for the trustee(s) to borrow money and to purchase, construct, or encumber realty as more fully described in Section 5103.5(2) above

- ❑ There is no unusual risk or impairment of lenders' rights (such as distributions required to be made in specified amounts from other than net income)

- ❑ The beneficiary need not grant written consent for the trust to borrow money or, if such consent is required, it has been granted in writing for purposes of the Mortgage

- ❑ If the trust agreement requires more than one trustee to borrow money or to purchase, construct or encumber realty, that the requisite number of trustees have signed the loan documents

- ■ The deed conveying the Mortgaged Premises to the trustee or trust to verify that title is vested in the trustee(s) on behalf of the Living Trust (or is vested in such other manner as is customary in the jurisdiction for Living Trusts)

7. The Mortgage file

- ■ The Mortgage file must contain either:

  - ❑ A complete copy of the trust agreement

  - ❑ An abstract, certification or other summary of the trust agreement if and to the extent the laws of the applicable jurisdiction require or permit a third-party dealing with a trustee to rely on such abstract, certification or other summary

8. Seller instructions

- ■ The Seller must comply with the delivery instructions in the Purchase Documents

Chapter 5201: Credit Assessment with Loan Prospector

5201.1: Credit Assessment with Loan Prospector® (03/02/16)

(a) Documenting Borrower's credit reputation

To document the credit reputation for Loan Prospector® Accept and A-Minus Mortgages, the Seller must use the following:

- The Uniform Residential Loan Application
- The credit reports (see Section 5203.1 for details)
- The Feedback Certificate
- An underwriting summary such as Form 1077, Uniform Underwriting and Transmittal Summary

Direct verification of Mortgage debt, rental payments and other debts not shown on the credit reports are typically not required for Accept Mortgages. Direct verification may be required for Mortgage debts on A-minus Mortgages. (See Section 5101.9.) For Accept and A-minus Mortgages where not all Borrowers have a usable Credit Score, the requirements in Section 5201.1(c) below apply**.**

The Seller is not required to obtain or document an explanation of adverse or derogatory information on Accept Mortgages or A-minus Mortgages.

(b) Evaluating Borrower's credit reputation

For Accept Mortgages and A-minus Mortgages, Loan Prospector has evaluated the Borrower's credit reputation, and determined that the credit reputation is acceptable.

(c) Special requirements for Borrowers without usable Credit Scores

For Accept Mortgages and A-minus Mortgages where not all Borrowers have a usable Credit Score, the following requirements apply.

- All of the following requirements must be met in order for Loan Prospector to assess a transaction where not all Borrowers have a usable Credit Score:
  - At least one Borrower on the transaction has a usable Credit Score, as determined by Loan Prospector

- ❑ The transaction is a purchase or "no cash-out" refinance Mortgage
- ❑ The Mortgage is secured by a 1-unit property and all Borrowers occupy the property as their Primary Residence
- ❑ Borrowers with a usable Credit Score contribute more than 50% of the total monthly income
- ❑ Borrowers without a usable Credit Score are not self-employed

- For all Borrowers without usable Credit Scores, any debt that is not reported to the credit repositories must be verified to have a satisfactory payment history and the payment must be included in the monthly debt payment-to-income ratio

(d) Significant inaccurate credit information

If the Seller determines the decision repository file used to create the Selected Borrower's credit report contains significant inaccurate credit information, the Seller must consider the Loan Prospector decision invalid and manually underwrite the Mortgage as a Non-Loan Prospector Mortgage (see Topics 5100 through 5500).

Significant inaccuracies include:

- Public records information on a bankruptcy, foreclosure, judgment or collection that does not belong to the Borrower
- Delinquencies that are reported in error
- One or more Tradelines that do not belong to the Borrower
- Tradelines for accounts for which the Borrower is not the primary account holder, but is listed as an authorized user

When the decision repository file used to create the Selected Borrower's credit report contains any authorized user accounts, the Loan Prospector decision is considered valid if the Seller obtains and retains in the Mortgage file documentation that evidences at least one of the following for each authorized user account:

- Another Borrower on the Mortgage owns the Tradeline in question
- The Tradeline is owned by the Borrower's spouse, or
- The Borrower has been making the payments on the account for the last 12 months

If the Seller is unable to document one of the above three requirements for each authorized user account, the Seller may consider the Loan Prospector decision valid and underwrite the Mortgage as a Loan Prospector Mortgage if the Seller determines that the authorized user accounts have an insignificant impact on the Borrower's overall credit history and the information on the credit report is representative of the Borrower's own credit reputation.

The Seller should base its determination on the number of the Borrower's own Tradelines, as well as their age, type, size and the payment history, as compared to the authorized user accounts. The Seller must document its determination on Form 1077, Uniform Underwriting and Transmittal Summary, or another document in the Mortgage file.

(e) Inquiries

Inquiries on the credit report generally reflect the Borrower's requests for new or additional credit. Inquiries made for other purposes, such as general solicitations not initiated by the Borrower or monitoring inquiries by current creditors, typically are not shown on the credit report.

When the credit report indicates that a creditor has made an inquiry within the previous 120-day period, the Seller must determine whether additional credit was granted. A letter from the creditor or, if such a letter is unobtainable, a signed statement from the Borrower may be used to determine whether additional credit was obtained. If additional credit was granted, the Seller must obtain verification of the debt and must consider the debt when qualifying the Borrower subject to the requirements in Section 5401.2, Monthly debt payment-to-income ratio.

Chapter 5202: Credit Assessment for Manually Underwritten Mortgages

5202.1: Establishing Borrower credit reputation for Manually Underwritten Mortgages (03/02/16)

To establish an acceptable credit reputation, there must be at least a minimum amount of credit history available. There may be situations in which a credit history of short duration is sufficient to demonstrate an acceptable reputation as long as the history contains a sufficient number of payment references. A credit history of short duration adds a layer of risk that must be considered in evaluating the Borrower's credit reputation.

At least one Borrower whose income or assets are used for qualification must have a minimum number of payment references comprised of:

- At least three Tradelines, whether or not on the credit report, or
- If a Borrower does not have three Tradelines, at least four Noncredit Payment References or a total of four Tradelines and Noncredit Payment References

A Tradeline for an account for which the Borrower is not the primary account holder, but is listed as an authorized user, may be considered a Borrower's Tradeline if the Seller obtains and retains in the Mortgage file documentation that evidences at least one of the following:

- Another Borrower on the Mortgage owns the Tradeline in question
- The Tradeline is owned by the Borrower's spouse, or
- The Borrower has been making the payments on the account for the last 12 months

To be used to establish a minimum payment history, a Noncredit Payment Reference must have existed for at least 12 months. A Borrower with a credit reputation established using only Noncredit Payment References adds an additional layer of risk that must be considered by the Seller.

When the Borrower has a housing payment history, the Seller must verify both current and prior housing payment histories for no less than the most recent 12 months (or length of housing payment history if less than 12 months) in accordance with Section 5202.2(b).

Documented payments of a voluntary nature, such as deposits to a savings account, contributions to a payroll savings plan or contributions to a stock purchase plan of at least 12 months may be included as one of the Noncredit Payment References if the history shows periodic deposits (at least quarterly) resulting in a growing balance over the year.

As long as a permanent or nonpermanent resident alien Borrower has established the minimum number of payment references required above in the United States, a U.S. credit history may be supplemented with a credit history from a foreign country to establish an acceptable credit reputation. Documentation from a foreign country must meet the standards set forth in Sections 5102.3, 5102.4, 5202.2(b) and 5203.1.

5202.2: Documenting Borrower credit reputation for Manually Underwritten Mortgages (03/02/16)

(a) Required documentation

The Seller is required to document the Borrower's credit reputation and the Seller's determination that the Borrower's reputation is acceptable. Although the documentation necessary to establish an acceptable credit reputation may vary, Freddie Mac requires that the Mortgage file documentation clearly demonstrates the Borrower met his or her obligations over an extended period of time.

To document the Borrower's credit reputation for Manually Underwritten Mortgages, the Seller must use the following documentation:

- The Uniform Residential Loan Application
- The credit reports (see Section 5203.1 for details)
- For Caution Mortgages, the Feedback Certificate
- Any direct verification of payment histories
- An underwriting summary such as Form 1077, Uniform Underwriting and Transmittal Summary
- Additional documentation may be required depending on the Borrower's credit history

The first step in documenting credit reputation is to document the Borrower's existing credit history. This must be done by documenting a history of payments made by the Borrower through the credit reporting process as detailed in Section 5203.1 and/or by direct verification. If the credit report does not contain a reference for each significant open debt, including housing debt, listed on the Mortgage application, the Seller must obtain a separate written verification for each unreported debt. Accounts listed on the credit report as "will rate by mail only" or "need written authorization" also require separate verification by the Seller.

The Seller must document in the Mortgage file and describe on Form 1077 or another document in the Mortgage file:

- Any additional risks uncovered during the evaluation of the credit history
- The Seller's analysis and conclusion that the Borrower's credit reputation is acceptable

The documents used to establish the Borrower's credit history must be consistent with each other and with the Borrower information found on the Mortgage application. The Mortgage file must also include any supporting documentation necessary to address derogatory information or other risks identified by other sources.

When underwriting with Credit Scores, the Seller must identify on Form 1077, or another document in the Mortgage file, the Credit Score selected for each Borrower and the process used to select that Credit Score from among all Credit Scores received for that Borrower. An explanation for any Credit Scores found to be unusable due to an insufficient number of Tradelines or inaccurate information should also be included.

See Section 5202.5(b) for documentation of the Borrower's explanation of adverse or derogatory credit information.

(b) Documentation of Tradelines and Noncredit Payment References

Tradelines (e.g., installment loans, revolving charge accounts and Mortgages) and Noncredit Payment References (e.g., rent, utilities and insurance) may appear on a credit report meeting the requirements of Section 5203.1 or the Seller may obtain a direct verification from the creditor or other acceptable documentation of payment history meeting the requirements of this section.

If the verification of a Noncredit Payment Reference on the credit report or direct verification is provided by a source other than a professional business, the Mortgage file must also include other documentation supporting the payment history, for example, canceled checks, depository statements or receipts issued by the creditor, subject to requirements below.

(i) Direct verification

A direct verification may be either a completed verification form or a computer-generated payment history obtained by the Seller directly from the creditor and signed by the individual providing the verification.

Direct verifications must contain sufficient information to establish the following:

- The name and address of the creditor
- The name of the payor
- The name and title of the individual providing the credit reference

- The telephone number of the creditor
- The account number, if applicable
- The nature of the obligation (rent, utilities, payment for purchases, insurance, etc.)
- The highest credit balance, if applicable
- The amount of the payment due
- The outstanding balance
- The current and historical status of the account. The completed verification form must indicate the number of times and duration of times past due. The historical account status format should be "0 x 30, 0 x 60, 0 x 90 days" late. However, alternative formats are acceptable as long as the meaning is clear. Statements such as "current," "as agreed," or "satisfactory" are not acceptable by themselves because they are too vague.
- For a housing payment history, age of the reference if the length of housing payment history is less than 12 months

General reference letters without the above information are not sufficient documentation for establishing an acceptable credit reputation.

(ii) Other acceptable documentation

In lieu of a direct verification from the creditor, the Seller may obtain canceled checks, receipts issued by the creditor in accordance with the requirements of subsection (iii) below, or depository account statements from the Borrower. The Mortgage file must also contain documentation that substantiates the terms of the debt repayment (e.g., a copy of a fully executed lease agreement for a rental verification).

For rental verification, if the Seller obtains a copy of a fully executed lease agreement and either canceled checks, depository account statements or receipts from the creditor for payments in cash in accordance with the requirements of subsection (iii) below, and the Seller confirms that the Borrower has made timely payments in accordance with the terms of the lease for the most recent 12 months, the documentation requirements of this subsection (ii) are met.

The obtained documentation must contain sufficient information to establish the following:

- The name and address of the creditor
- The name of the payor

- The nature of the obligation (rent, utilities, payment for purchases, insurance, etc.)
- The highest credit balance, if applicable
- The amount of the payment due
- The outstanding balance
- The current and historical status of the account, including number of times past due and how many days past due
- For a housing payment history, age of the reference if the length of housing payment history is less than 12 months

Documented payments of a voluntary nature, such as deposits to a savings account, contributions to a payroll savings plan or contributions to a stock purchase plan of at least 12 months may be included as one of the Noncredit Payment References if the history shows periodic deposits (at least quarterly) resulting in a growing balance over the year. If a savings history is used as one of the Noncredit Payment References, the Mortgage file must contain documentation, such as depository account statements that meet the requirements of Section 5501.3(a).

(iii) Special requirements for receipts

Receipts from the creditor are acceptable documentation only if the payments being verified were made in cash and there is no evidence in the Mortgage file that the payments were made by checks or direct bank transfers.

5202.3: Evaluating Borrower credit reputation for Manually Underwritten Mortgages (03/02/16)

The Borrower's credit reputation may be evaluated by any of the following methods:

- For Borrowers with usable Credit Scores, manually underwriting with Fair Isaac Corporation (FICO®) scores and reason codes and analyzing the information in each of the Borrower's credit reports and other verifications as required by this section and Section 5202.4. When a minimum Indicator Score is required, it must be met or exceeded for the Mortgage to be eligible for delivery to Freddie Mac.
- For Borrowers without usable Credit Scores, manually underwriting without FICO scores, and analyzing all information contained in each of the Borrower's credit reports and other verifications

See Section 5203.2 for more information about Credit Scores and Indicator Scores, including when minimum Indicator Scores are required for a Mortgage to be eligible for sale to Freddie Mac.

The Seller must review the credit reports and direct verifications and thoroughly evaluate the Borrower's credit reputation in accordance with the requirements set forth in this section and document in the Mortgage file the Seller's conclusion the reputation is acceptable. The Seller must determine that each Borrower individually, and that all Borrowers collectively, have acceptable credit reputations. The acceptable credit reputation of one Borrower cannot be used to offset the unacceptable credit reputation of another.

An acceptable credit reputation is established by a history that, when viewed as a whole, evidences a Borrower's willingness to make ongoing payments and ability to manage obligations as agreed. The Seller must perform a detailed review of all aspects of the Borrower's credit history. To ensure that the Seller has satisfactorily established the Borrower's willingness to repay and ability to manage obligations as agreed, the Seller must:

- Review the credit report to determine that the credit report meets the requirements of Section 5203.1

- Review the credit report and all credit documentation to determine that the data is accurate and the documentation in the Mortgage file is consistent with the credit report

- Evaluate the Borrower(s) overall credit reputation using the factors described in this section and Sections 5202.4 through 5202.6, especially those listed in the reason codes accompanying the FICO score

- Identify and document credit-related offsets for the risks indicated by the reason codes; for example, if the reason codes indicate nonpayment of obligations, the Seller may establish that the Borrower was unable to meet credit obligations because he or she experienced financial difficulties attributable to extenuating circumstances (see Section 5202.5(a) for more information on extenuating circumstances)

- Identify and document credit-related offsets for significant derogatory information included in the credit history, such as bankruptcy, foreclosure, short sale or recent late housing payments (see Section 5202.5(a))

- If the Mortgage is a Caution Mortgage, document credit-related offsets needed for the factors identified in the *Credit Risk Comments* and *Repository Reason Code Comments* sections of the Feedback Certificate necessary to ensure that the Mortgage is acceptable

- After credit reputation is established, evaluate the overall layering of risk (see Section 5102.2(b))

- Document its evaluation and conclusion that the credit reputation is acceptable on Form 1077, Uniform Underwriting and Transmittal Summary, or on a separate document in the Mortgage file

What constitutes an acceptable credit reputation for Freddie Mac may vary according to the Mortgage product or type. For example, a Mortgage that has significant derogatory credit information and would not receive an Accept Risk Class from Loan Prospector® may still be eligible for delivery as an A-minus Mortgage. The Seller may also be able to conclude that a Mortgage receiving a Caution Risk Class from Loan Prospector due to significant derogatory information has an acceptable credit reputation by documenting that the derogatory credit was attributable to extenuating circumstances. The requirements for establishing and documenting extenuating circumstances are set forth in Section 5202.5(a).

For Manually Underwritten Mortgages, the Seller's evaluation of the Borrower's credit reputation must be based on the entire credit history documented in the Mortgage file. The Seller must weigh the following factors in arriving at a conclusion that the Borrower's credit reputation is acceptable:

1. The type and amount of credit outstanding

2. How long the Borrower has had credit

3. How the Borrower uses available credit, including revolving balances-to-limits

4. Recent changes in the number of open accounts or overall amount of credit outstanding

5. The payment history and status of all accounts

6. Any recent inquiries shown on the credit report

7. Any public record or collection items

If a Borrower's credit history includes both Tradelines and Noncredit Payment References, the Seller must put more weight on the Tradelines when evaluating the Borrower's credit reputation and cannot use Noncredit Payment References to offset derogatory credit in a Tradeline reference. If a Borrower's credit history includes housing obligations (rental or Mortgage), the Seller should put more weight on how housing payments were made than nonhousing payments, but must not ignore any derogatory information in the credit history.

The Seller must also consider layering of risk in its evaluation of credit reputation. A stronger credit reputation may be required if either capacity or collateral is weak. (See Sections 5102.1 and 5102.2(b) for more information on how to evaluate the overall risk of the Mortgage using the "three Cs" (credit reputation, capacity and collateral).)

5202.4: Additional requirements for Borrowers with usable Credit Scores (03/02/16)

For Manually Underwritten Mortgages, Freddie Mac requires the use of Fair Isaac Corporation (FICO®) scores with accompanying reason codes in underwriting the Borrower's credit reputation. A FICO Score is an effective tool in evaluating a Borrower's credit reputation; however it does not necessarily indicate that the Borrower's credit reputation is acceptable. The reason codes indicate the most important reasons why a FICO score is not higher and must be used by the Seller to identify the credit factors that need to be addressed in determining the Borrower has an acceptable credit reputation. Because FICO scores evaluate all the information in the Borrower's repository credit file at the time the FICO score was created, a Seller underwriting with FICO scores will find much of the evaluation of the Borrower's credit reputation is already reflected in the FICO score and accompanying reason codes.

Sellers must select one Credit Score from all usable Credit Scores obtained for an individual Borrower that quantifies the credit reputation risk for that individual Borrower. For Borrowers with a usable Credit Score, a minimum Indicator Score of 620 is required.

Sellers should refer to Exhibit 25, Mortgages with Risk Class and/or Minimum Indicator Score Requirements, and to the Guide sections referenced in Exhibit 25 for minimum Indicator Score requirements. Additionally, Sellers should also review the Guide and other Purchase Documents for additional special requirements, which may not appear in Exhibit 25 to determine the eligibility of Mortgages for which Freddie Mac requires a minimum Indicator Score.

When manually underwriting with FICO scores, the Seller must not use the following factors as offsets for weaknesses in the Borrower's credit reputation because they have already been considered in creating the FICO score:

1. The absence of, or age of, derogatory information

2. The number/proportion of accounts paid as agreed versus delinquent

3. The types of accounts paid as agreed versus the types of accounts that are delinquent

4. Recent pay-down or consolidation of account balances by the Borrower

5. The length of the Borrower's credit history

6. Any combinations of the above factors

5202.5: Adverse or derogatory credit information (03/02/16)

(a) Evaluating adverse or derogatory credit information

Adverse credit information in and of itself does not mean the Borrower's credit reputation is unacceptable. When there is adverse or derogatory information in the Borrower's credit history, the Seller must determine whether the derogatory information is significant.

For Caution Mortgages with at least two Feedback Certificate messages related to nonpayment of obligations, the Seller must presume the derogatory information is significant. The Seller must document the extenuating circumstances or conclude that the difficulties were due to financial mismanagement.

Similarly, for Manually Underwritten Mortgages underwritten using Fair Isaac Corporation (FICO®) scores with at least two reason codes related to nonpayment of obligations, the Seller must presume the derogatory information is significant and the Seller must document the extenuating circumstances or conclude that the difficulties were due to financial mismanagement. See Sections 5202.3 and 5202.4 for additional information regarding the requirements necessary to determine a Borrower has an acceptable credit reputation for Manually Underwritten Mortgages using FICO scores in underwriting.

For all other Manually Underwritten Mortgages with or without FICO scores, the Seller must weigh the amount of derogatory information against the rest of the credit history and decide whether it is significant. In making its determination, the Seller should not ignore any derogatory credit, but must give more weight to late housing payments and to derogatory information or late payments occurring within the past two years. Generally, the more recent the adverse or derogatory credit information, the more likely it is significant.

The Seller must consider all of the following:

- The number, timing and extent of the adverse or derogatory credit information
- The number, type and size of accounts with adverse or derogatory credit information
- Public record information, such as judgments and collection accounts
- Other characteristics listed in this section

For example, Freddie Mac considers a 30-day late housing payment to have more weight than a 30-day late nonhousing payment, and a collection account to have more weight than a 30-day late payment on a revolving account.

Although there may be many situations involving derogatory credit information that are less clear, especially when disputes about obligations are involved, the derogatory credit information is not significant when it consists only of isolated late payments, even if several accounts show sporadic late payments, provided all of the following exist:

- The late payments were not recent

- The late payments did not extend beyond one month
- The number and size of delinquent accounts is not large in relation to the overall credit
- The credit history does not show multiple revolving accounts with high balances-to-limits or high overall utilization of revolving credit
- All other credit has been paid as agreed

However, the derogatory information is significant if any of the following exist:

- There are several accounts showing recent late payments
- There are multiple 60- or 90-day late payments
- There is more than one 30-day late housing payment in the last 12 months
- There are more than two 30-day or more than one 60-day late housing payments within the most recent two years
- The number and size of the delinquent accounts are large in relation to the overall credit
- There are multiple episodes of late payments extending over a period of time
- The credit history shows derogatory credit information within the two most recent years combined with multiple revolving accounts with high balances-to-limits
- The public record information reveals several occurrences of derogatory credit information, including judgments, tax liens and/or collection accounts
- There is a bankruptcy, foreclosure, deed-in-lieu of foreclosure, or short sale within the last seven years that is disclosed on a credit report, disclosed by the Borrower on the Form 65, Uniform Residential Loan Application, or is evidenced by other documentation contained in the Mortgage file

If the Seller decides that the derogatory information is not significant, it must provide documentation supporting its conclusion in the Mortgage file. If the Seller decides that the derogatory information is significant, it must determine whether the problems were due to extenuating circumstances or to financial mismanagement.

(i) Handling significant adverse or derogatory information caused by extenuating circumstances for Manually Underwritten Mortgages

Freddie Mac considers an extenuating circumstance to be a nonrecurring or isolated circumstance, or set of circumstances, that was beyond the Borrower's control and that

significantly reduced income and/or increased expenses and rendered the Borrower unable to repay obligations as agreed, resulting in significant adverse or derogatory credit information.

In addition, if the Borrower's credit history includes significant adverse or derogatory credit within the most recent two years, even if it was caused by extenuating circumstances, the Borrower's credit reputation cannot be considered acceptable.

When the Seller uses extenuating circumstances to justify that the Borrower's credit reputation is acceptable despite significant adverse or derogatory information, the Seller must confirm the extenuating circumstances and that the Borrower has reestablished an acceptable credit reputation. If the Seller cannot obtain third-party documentation confirming the extenuating circumstances and reestablishment of credit, it cannot consider the extenuating circumstance as an acceptable offset to significant adverse or derogatory credit information.

The Mortgage file must contain all of the following documentation:

- A written statement from the Borrower attributing the cause of the financial difficulties to outside factors beyond the Borrower's control that are not ongoing and are unlikely to recur

- Third-party documentation confirming that the events related by the Borrower in the explanation were an isolated occurrence and significantly reduced the Borrower's income and/or increased expenses and rendered the Borrower unable to repay as agreed

- An underwriting analysis on Form 1077, Uniform Underwriting and Transmittal Summary, or on a separate document in the Mortgage file, relating the Borrower's explanation to the Mortgage file documentation and leading to a reasonable conclusion that:

  - The events causing the financial difficulties were beyond the Borrower's control, are not ongoing and are unlikely to recur; and

  - The Borrower has reestablished an acceptable credit reputation

- Evidence on the credit report and other documentation in the Mortgage file of the length of time since completion of the significant derogatory event to the date of application and of completion of the recovery time period requirements below. In addition to the recovery time period requirements, the following additional requirements below must also be met:

Significant Derogatory Event	Recovery Time Periods for Reestablishment of Credit with Extenuating Circumstances	Additional Requirements
Foreclosure	36 months from the completion date as reported on the credit report	Whenever a Borrower has had a previous foreclosure, deed-in-lieu of foreclosure or a short sale within the last seven years, the Mortgage must either be: ■ A purchase transaction Mortgage secured by a Primary Residence with a maximum loan-to-value (LTV)/total LTV (TLTV)/Home Equity Line of Credit TLTV (HTLTV) ratio of the lesser of 90% or the maximum LTV/TLTV/HTLTV ratio for the transaction, or ■ A "no cash-out" refinance Mortgage that meets the requirements of Chapter 4301 Additionally, the Mortgage file must contain evidence of the completion of the foreclosure, deed-in-lieu of foreclosure or short sale.
Deed-in-lieu of foreclosure	24 months from the execution date	
Short sale	24 months from the completion date	

Significant Derogatory Event	Recovery Time Periods for Reestablishment of Credit with Extenuating Circumstances	Additional Requirements
Bankruptcy (all bankruptcy actions)	24 months from the discharge or dismissal date	Whenever a Borrower has had a bankruptcy within the last seven years, the Mortgage file must also contain: ■ Copies of the bankruptcy petition, schedule of debts and discharge or dismissal ■ Evidence to indicate that all debts not satisfied by the bankruptcy have been paid or are being paid ■ Any other evidence necessary to support the Seller's determination that the Borrower has reestablished and maintained an acceptable credit reputation
Other significant adverse or derogatory credit information	24 months from the most recent significant adverse or derogatory credit information	N/A

(ii) Handling significant adverse or derogatory information caused by financial mismanagement for Manually Underwritten Mortgages

If the Seller is unable to document extenuating circumstances in accordance with Freddie Mac's requirements, then it must conclude that the problems were due to financial mismanagement.

In order to conclude that the Borrower's credit reputation is still acceptable despite the previous financial mismanagement, the Seller must explain on Form 1077 or on a separate document in the Mortgage file, the rationale supporting its determination that the financial mismanagement is unlikely to recur and the Borrower's credit reputation is acceptable. Making a case that the Borrower is sufficiently willing to repay obligations when significant derogatory information was caused by financial mismanagement is very difficult. It will take a longer and more convincing reestablishment period to overcome derogatory information caused by financial mismanagement than would be needed if the Borrower had experienced financial difficulties due to extenuating circumstances.

When the Seller determines that the Borrower's credit reputation is acceptable despite significant adverse or derogatory information caused by financial mismanagement, the Mortgage file must contain all of the following documentation:

- Evidence that the Borrower has reestablished an acceptable credit reputation as required in Topics 5100 and 5200 for Manually Underwritten Mortgages

- Evidence on the credit report and other credit documentation in the Mortgage file of the length of time since completion of the significant derogatory event to the date of the application, and of completion of the recovery time period requirements below. In addition to the recovery time period requirements, the following additional requirements below must also be met:

Significant Derogatory Event	**Recovery Time Periods for Reestablishment of Credit with Financial Mismanagement**	**Additional Requirements**
Foreclosure	84 months from the completion date as reported on the credit report	N/A
Deed-in-lieu of foreclosure	48 months from the execution date	Whenever a Borrower has had a previous deed-in-

Significant Derogatory Event	Recovery Time Periods for Reestablishment of Credit with Financial Mismanagement	Additional Requirements
Short sale	48 months from the completion date	lieu of foreclosure or a short sale within the last seven years, the Mortgage must either be: ■ A purchase transaction Mortgage secured by a Primary Residence with a maximum LTV/TLTV/HTLTV ratio of the lesser of 90%, or the maximum LTV/TLTV/HTLTV ratio for the transaction, or ■ A "no cash-out" refinance Mortgage that meets the requirements of Chapter 4301 Additionally, the Mortgage file must contain evidence of the completion of the foreclosure, deed-in-lieu of foreclosure or short sale.
Bankruptcy (other than a Chapter 13 bankruptcy)	48 months from the discharge or dismissal date	Whenever a Borrower has had a bankruptcy within the last seven years, the Mortgage file must also

Significant Derogatory Event	Recovery Time Periods for Reestablishment of Credit with Financial Mismanagement	Additional Requirements
Chapter 13 bankruptcy	24 months after the discharge date 48 months from the dismissal date	contain: ■ Copies of the bankruptcy petition, schedule of debts and discharge or dismissal ■ Evidence to indicate that all debts not satisfied by the bankruptcy have been paid or are being paid ■ Any other evidence necessary to support the Seller's determination that the Borrower has reestablished and maintained an acceptable credit reputation
Multiple bankruptcy filings in the past seven years	60 months from the most recent discharge or dismissal date	
Other significant adverse or derogatory credit information	48 months from the most recent significant adverse or derogatory credit information	N/A

(b) Documenting Borrower explanation of adverse or derogatory information

As part of its review of Manually Underwritten Mortgages, the Seller may need to request that the Borrower provide a written explanation of the circumstances causing the payment difficulty. The decision to require an explanation letter should be based on such factors as the age of the delinquent account, the frequency and severity of late payments, the size of the

account balance and payment, when the late payments occurred and the status of the Borrower's other credit accounts.

For example, a Borrower's credit history shows a 30-day late payment on a single charge account ten months ago. The Borrower has several other charge accounts, an installment loan and a Mortgage, all showing timely payments. The Seller may decide not to obtain a letter of explanation. However, if several of the Borrower's credit accounts showed late payments, or the Borrower's Mortgage or installment loan were also late, the single late on the charge account ten months ago may be considered significant, so the Seller should obtain a letter of explanation from the Borrower and include it in the Mortgage file.

A written explanation is required for significant derogatory information. The purpose for requiring a written explanation is to assist the Seller in determining whether the Borrower's credit problems were due to extenuating circumstances (factors clearly beyond the control of the Borrower) or whether they reflect financial mismanagement (the Borrower's disregard for the payment of obligations when due).

In order to accomplish this purpose, it may be necessary to allow someone to assist the Borrower in preparing the explanation. If the Borrower needs assistance in preparing a written explanation, another party, such as the real estate agent or loan officer, should be encouraged to assist the Borrower in preparing the explanation. As long as the explanation accurately reflects the facts as related by the Borrower (as evidenced by the Borrower's signature attesting accuracy), the Seller should accept the explanation as documentation for its review.

A written explanation in and of itself does not satisfy the Seller's responsibility to determine the Borrower's willingness to repay. When adverse or derogatory information is considered significant, as explained in Section 5202.5(a), the Seller must relate the reasons for the late payments, as stated by the Borrower, to the other information about the Borrower's credit history contained in the Mortgage file. The Seller must reasonably be able to conclude that:

- The explanation is consistent with the adverse information reported and the other information in the Mortgage file
- The explanation establishes a credible cause for the late payments
- The Borrower represents an acceptable credit risk and exhibits the ability and willingness to repay the Mortgage

5202.6: Evaluating other credit information (03/02/16)

(a) Inquiries

Inquiries on the credit report generally reflect the Borrower's requests for new or additional credit. Inquiries made for other purposes, such as general solicitations not initiated by the

Borrower or monitoring inquiries by current creditors, typically are not shown on the credit report.

When the credit report indicates that a creditor has made an inquiry within the previous 120-day period, the Seller must determine whether additional credit was granted. A letter from the creditor or, if such a letter is unobtainable, a signed statement from the Borrower may be used to determine whether additional credit was obtained. If additional credit was granted, the Seller must obtain verification of the debt and must consider the debt when qualifying the Borrower subject to the requirements in Section 5401.2, Monthly debt payment-to-income ratio.

When underwriting with Fair Isaac Corporation (FICO®) scores, a reason code will alert the Seller that the number of inquiries affected the Borrower's FICO score and, therefore, should not be overlooked in underwriting. In this case and when underwriting without FICO scores, the Seller must decide whether the number of recent inquiries, especially when combined with other credit information, increases the risk of the Borrower's credit profile.

Several inquiries within the most recent 12 months generally increase risk and, when combined with high balances-to-limits on revolving accounts may indicate that the Borrower is in danger of becoming overextended. In addition, several recent inquiries, combined with a credit history of short duration may make even mild derogatory credit information significant.

To address how risk evidenced by several recent inquiries, layered with other credit reputation risks, affects the Borrower's overall credit reputation, the Seller must look at:

- The Borrower's payment history
- The age of the Borrower's other credit
- The type of credit being sought
- The total amount of credit outstanding, and
- The overall credit utilization reflected on the report

(b) Age of accounts

For Manually Underwritten Mortgages, the Seller must review the age of the Borrower's credit obligations to determine whether there has been a recent, significant increase in the number of open accounts. The age of an account is found on a credit report by referring to the "date opened" column. The length of a Borrower's credit history can be measured from the oldest account.

Like inquiries, several recently opened accounts may be a warning that the Borrower could become overextended and require a more conservative approach to reviewing both Borrower

credit reputation and capacity. A credit history with all recently opened accounts may indicate that the Borrower lacks sufficient experience managing financial obligations.

The Seller should also review the age of accounts to determine if there has been a significant change in the Borrower's credit profile. A change in the Borrower's pattern of credit use, which includes several newly opened revolving accounts, several inquiries and high utilization of revolving Tradelines, introduces significant layering of risk to the Borrower's credit reputation.

When underwriting with FICO scores, a reason code will alert the Seller that the age of accounts affected the Borrower's FICO score and, therefore, should not be overlooked in underwriting. In this case and when underwriting without FICO scores, the Seller must decide whether the age of accounts, combined with other credit information, increases the risk of the Borrower's profile.

To address how the age of a Borrower's accounts, layered with other credit risks, affects the Borrower's credit reputation, the Seller must consider:

- The Borrower's payment history
- The amount of outstanding credit
- The overall utilization of revolving accounts, and
- Recent inquiries

(c) Balances-to-limits/high overall utilization of revolving credit

For Manually Underwritten Mortgages, the Seller must compare the current balance for each open account to the high credit or limit to determine whether there is a pattern of accounts with balances at or near their limits. Multiple revolving accounts with balances more than 50% of their limits must be considered as additional risk when evaluating credit reputation. The more accounts with high balances-to-limits and the higher the percentage used, the higher the risk.

High balances-to-limits may also indicate the Borrower is making minimum payments on revolving accounts rather than reducing the debt and may be at or near payment capacity. Any derogatory information in a credit history within the most recent two years combined with several revolving accounts at or near their limits should be considered significant derogatory information when evaluating the credit reputation.

In addition to evaluating balances-to-limits, the Seller must compare the overall amount of outstanding revolving credit to the overall amount of revolving credit available to the Borrower, as shown on the credit report, to determine credit utilization. Usage of more than 60% of available revolving credit must be considered a risk factor when evaluating credit

reputation. The higher the Borrower's overall utilization of revolving credit, the higher the amount of risk.

A pattern of revolving accounts at or near their limits, and utilization of a high proportion of the overall revolving credit available to the Borrower, especially when combined with newly opened accounts, indicates that the Borrower is becoming overextended and there is significant risk in the Borrower's credit reputation. The Seller may not use the lack of adverse or derogatory credit information as an offset for high balances-to-limits or high overall utilization of revolving credit.

For a Caution Mortgage with at least two Feedback Certificate messages related to high balances-to-limits or high overall utilization of revolving credit, the Seller should presume the Borrower's credit reputation is unacceptable.

When underwriting with FICO scores, a reason code will alert the Seller that the balances on revolving accounts are too high or the proportion of balance to high credit on bank revolving or all revolving accounts is too high and affected the Borrower's FICO score.

The Seller must determine whether the balances-to-limits and overall revolving utilization, combined with other credit information, make the Borrower's credit reputation unacceptable.

For example, a Borrower with multiple revolving accounts with balances at or near limits, overall utilization of revolving credit of 90%, and less than four years of credit history would have an unacceptable credit reputation, even if there were no derogatory information in the credit report, unless the Borrower had sufficient cash reserves to pay off all revolving account balances and the Borrower's total debt-to-income ratio was within guidelines.

To address how high balances-to-limits, when layered with other credit risks, affect the Borrower's overall credit reputation, the Seller should look at:

- The Borrower's payment history
- The age of the Borrower's credit
- The number of accounts with outstanding balances
- Recent inquiries, and
- The total amount of credit outstanding

Chapter 5203: Credit Reports and Credit Scores

5203.1: Credit reports (03/02/16)

Each Mortgage file submitted to Freddie Mac must contain one or more written credit reports meeting the requirements of this section.

The Seller must determine that the consumer reporting agency/bureau or credit repositories accessed the correct credit file by confirming the Borrower's identifying information (name, current and previous address and Social Security number) on the credit reports returned. The Seller is required to re-request the credit reports if a data entry error was made, or if the credit reports contain incorrect identifying information.

(a) Repository of credit information

A repository of credit information is an organization engaged primarily in gathering, recording, updating, storing and distributing financial and public record information concerning the debt repayment histories of individuals being considered for credit extension. The following national organizations meet this definition:

- Equifax Credit Information Services
- Experian Information Systems and Services
- TransUnion Credit Information Company

(b) Consumer reporting agency or bureau

A consumer reporting agency is an organization engaged in the preparation and sale of credit reports used by credit grantors to determine the credit and public record history of an individual. These reports contain data obtained from the repositories of credit information. The reports may also contain information and verifications obtained from other sources.

(c) In-file credit reports

An in-file credit report is issued by a credit repository and contains "as is" information which is information that has not been updated or re-verified as a result of a credit inquiry.

If the Seller chooses to use in-file credit reports, Freddie Mac requires the Seller to obtain reports from at least two credit repositories for each Borrower.

(d) Merged credit reports

A merged credit report is issued by a credit repository or a consumer reporting agency or bureau and includes the credit information from at least two credit repositories. A merged credit report includes all credit repository credit data for an individual Borrower. A joint merged credit report includes all credit repository credit data on two individual Borrowers.

The credit information from each credit repository may be presented in a stacked merged credit report (that is, all records from all repositories are included in the report), or the consumer reporting agency or bureau may eliminate duplicate records through an automated merge process. Each consumer reporting agency or bureau may have a slightly different merge logic to eliminate duplicate records.

If the Seller chooses to use merged or joint merged credit reports, Freddie Mac requires the credit repository or consumer reporting agency or bureau to obtain reports from at least two credit repositories for each Borrower.

(e) Residential Mortgage Credit Report

A Residential Mortgage Credit Report (RMCR) is a detailed account of the credit, employment and residence history as well as public records information prepared by a consumer reporting agency for an individual Borrower or two individual Borrowers. The RMCR was designed for use in mortgage financing of 1- to 4-unit dwellings. Credit information from two national repositories is merged and verified by a consumer reporting agency or bureau before it is sent to the user. The consumer reporting agency or bureau may also verify other information not contained in repository records.

(f) Credit report standards

All credit reports must meet the applicable standards from the following table:

Standard	In-file credit report	Merged credit report	RMCR
Must have no erasures, alterations, correction fluid or correction tape and must be filed in the Mortgage file	X	X	X

Standard	In-file credit report	Merged credit report	RMCR
Show the names of the national credit repositories from which the information was obtained. The report must contain information from at least two national credit repositories for each area in which the Borrower has resided during the most recent two-year period. Separate credit repository inquiries are necessary when multiple Borrowers have maintained credit individually.	X	X	X
Be issued by a consumer reporting agency that obtains or verifies all information from sources other than the applicant	X	X	X
Present all credit data in a format that is easy to read and free of excessive coding. All codes must be clearly defined.	X	X	X
Identify the full name, address and telephone number of the repository, consumer reporting agency or bureau issuing the report	X	X	X

Standard	In-file credit report	Merged credit report	RMCR
Identify who ordered the report and who was billed for it (if different from the party who ordered it), unless the billed party has a documented agent or corporate relationship with the lender who ordered the report			X
Be delivered to the office of the requestor	X	X	X
Show responsive statements concerning items on the report. For example, the consumer reporting agency must report "unable to verify" or "employer refused to verify." The same responsive reporting applies to trade and credit history.			X
List all inquiries made within the previous 90 days	X	X	X

Standard	In-file credit report	Merged credit report	RMCR
Show a positive statement that the consumer reporting agency attempted to verify the Borrower's current employment and, if obtainable, income. The report must show the date of verification. Verification may be made by telephone. If there has been a change in employment in the past two years, the report must also state the Borrower's previous employment and income. In cases in which employment was not verified, the report must indicate why it was not.			X
Include all available public records information. The legal search must disclose whether any judgments, foreclosures, tax liens or bankruptcies were discovered in the public records. Adverse items must be reported as provided under the Fair Credit Reporting Act.	X	X	X

Standard	In-file credit report	Merged credit report	RMCR
List, in all cases, the historical status of each account. This status must be in a “number of times past due” format. Freddie Mac prefers the format of “0 x 30, 0 x 60, 0 x 90 days” late. However, the format of R1, R2, etc., is acceptable if the meaning of the ratings is given and the credit report also gives historical negative ratings, such as “was R3 in 6/84.” As long as its meaning is clear from the credit report, a consecutive numbering sequence for payment history — such as "00010000..." is also acceptable. Statements such as “current,” “as agreed,” or “satisfactory” are not acceptable by themselves because they are too vague.	X	X	X
The consumer reporting agency must interview the subjects of the credit report when the agency has incomplete information or when it discovers information that indicates the possible existence of undisclosed credit information or public records. The interview may be conducted by telephone and should obtain any information necessary to provide a credit report that is factually correct and complete.			X

Standard	In-file credit report	Merged credit report	RMCR
Indicate the dates the accounts were last updated with the creditors. Each account with a balance must have been checked with the creditor within 90 days of the date of the credit report.			X
Indicate the dates the accounts were last updated with the creditors	X	X	
Contain all credit and legal activity that has occurred within a minimum of the last seven years	X	X	X

Standard	In-file credit report	Merged credit report	RMCR
Credit reports received from foreign countries must meet the requirements and standards for domestic reports, including the requirement for information for an RMCR as described in Section 5203.1, including the requirement to contact two national repositories for each area in which the Borrower has resided during the most recent two years. Any credit report that does not meet these standards is not acceptable as documentation for a Mortgage sold to Freddie Mac. All foreign credit reports must be completed in English, or the Seller must provide a translation and warrant that the translation is complete and accurate.	X	X	X

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Note:
In addition to reviewing the files delivered by the Seller, Freddie Mac will spot-check credit reports and make other checks to ensure the quality of credit reports used in the underwriting process. If Freddie Mac, in its discretion, determines that a credit report is inadequate, Freddie Mac reserves the right to declare as unacceptable the consumer reporting agency originating the report and the Seller may not use that consumer reporting agency for Mortgages sold to Freddie Mac.

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(g) FICO scores

Loan Prospector will automatically request Fair Isaac Corporation (FICO®) scores for each Borrower and select one FICO score that will be used to evaluate the Mortgage. If the Mortgage is not submitted to Loan Prospector, the Seller must request the credit agency or repository to include FICO scores from all credit

repositories on all credit reports. See Section 5203.2 for additional details on FICO scores.

(h) Credit report options for Loan Prospector Mortgages

The Seller must include in the Mortgage file a complete set of credit reports for all Borrowers. All credit reports used by the Seller to evaluate the Borrower's creditworthiness, including the calculation of total monthly debt payments, must be of the same type. For example, the Seller may not use in-file credit reports for one Borrower, a merged credit report for another and an RMCR for a third Borrower. All in-file credit reports for an individual Borrower must be dated within 14 days of each other.

Freddie Mac encourages the Seller to use the following types of credit reports obtained through Loan Prospector:

- In-file credit reports
- Merged/joint merged credit reports. (Note: If the Seller requests merged credit reports from Loan Prospector, the Loan Prospector in-file credit reports will not be returned.)

If the Seller chooses to use Loan Prospector-provided credit reports (i.e., In-files or merged credit reports), then only those credit reports must be retained in the Mortgage file.

However, the Seller may also use the following credit reports obtained outside of Loan Prospector:

- In-file credit reports
- Merged/joint merged credit reports
- RMCR

If the Seller chooses to use credit reports obtained outside of Loan Prospector and also prints reports from Loan Prospector, the Seller must include in the Mortgage file any credit reports received from Loan Prospector and the credit reports obtained outside of Loan Prospector.

The Seller may use any of the above credit reports to assess the Borrower's credit reputation and to calculate total monthly debt payments (see also Section 5401.2).

(i) Requirements for credit reports

All credit reports must be dated within 120 days before, as applicable, the Note Date, or for Construction Conversion and Renovation Mortgages, the Effective Date of Permanent Financing, the modification date for Seller-Owned Modified Mortgages,

the Conversion Date for Seller-Owned Converted Mortgages or the date of the assumption agreement. See Chapter 4402 for the requirements for Seller-Owned Modified and Seller-Owned Converted Mortgages.

(j) Credit report options for Non-Loan Prospector Mortgages

The Seller must include in the Mortgage file a complete set of credit reports for all Borrowers. All credit reports must be of the same type. All in-file credit reports for any one Borrower must be dated within 14 days of each other.

The Seller may use the following types of credit reports:

- In-file credit reports
- Merged/joint merged credit reports
- RMCR

5203.2: Credit Scores (03/02/16)

Freddie Mac requires the Seller to use Credit Scores to underwrite Manually Underwritten Mortgages. A Credit Score used to underwrite a Borrower's credit reputation is referred to as an "Underwriting Score." See Sections 5202.3 and 5202.4 for information needed to determine the Borrower has an acceptable credit reputation.

Freddie Mac may require that one Credit Score be identified and delivered for a Mortgage for reasons such as eligibility or pricing. When one Credit Score is required, the Credit Score is referred to as the "Indicator Score." The Indicator Score must be identified in accordance with Section 5203.2(e) and must be delivered in accordance with the requirements of Section 5203.2(f).

To expand the range of Mortgage products with higher-risk characteristics that Freddie Mac is able to purchase, the eligibility of such Mortgages may be limited to those having a minimum Indicator Score. When a minimum Indicator Score is required, it must be met or exceeded for the Mortgage to be eligible for delivery to Freddie Mac.

For example, to be eligible for sale to Freddie Mac, a minimum Indicator Score is required for Manually Underwritten Mortgages that are:

- Investment Property Mortgages
- Mortgages secured by second homes
- Mortgages secured by 2- to 4-unit Primary Residences, or
- Cash-out Refinance Mortgages

The minimum Indicator Score requirements are noted in Exhibit 25, Mortgages with Risk Class and/or Minimum Indicator Score Requirements. If the Borrower does not have a usable Credit Score in connection with a purchase transaction or "no cash-out" refinance Mortgage secured by a 1- to 4-unit Primary Residence that is not a super conforming Mortgage, then the use of Noncredit Payment References as described in Section 5202.2(b) is acceptable.

For Loan Prospector® Mortgages, Credit Scores are obtained by Loan Prospector and provided with the in-file credit report(s) or merged credit report(s). A minimum Indicator Score, in most cases, is not required for Accept Mortgages and A-minus Mortgages since Loan Prospector has made the determination that the Borrower's credit reputation and the Mortgage product are acceptable. If Exhibit 25 requires a minimum Indicator Score for Loan Prospector Mortgages, the Indicator Score delivered by Seller will be used to assess whether or not the minimum Indicator Score requirements have been met. If, however, the Seller does not deliver an Indicator Score, then the Indicator Score determined by Loan Prospector will be used to assess whether or not the minimum Indicator Score requirements have been met. An Indicator Score does not indicate that the Borrower's credit reputation is acceptable. Even when the Indicator Score for the Mortgage exceeds the minimum required, the Seller must determine that each Borrower individually, and that all Borrowers collectively, have an acceptable credit reputation.

Freddie Mac will also use the Indicator Score delivered by the Seller to determine the Indicator Score/Loan-to-Value delivery fee applicable to a Loan Prospector Mortgage. If, however, the Seller does not deliver an Indicator Score, Freddie Mac will use the Loan Prospector Key Number that Seller delivers to determine the Indicator Score for a Loan Prospector Mortgage. If the Seller delivers neither the Indicator Score nor a Loan Prospector Key Number, the Mortgage will be assessed the 620 Indicator Score/Loan-to-Value delivery fee (see Chapter 6303).

For Non-Loan Prospector Mortgages, an Indicator Score is required (see Exhibit 25 for Indicator Score requirements). With the exception of a purchase transaction or "no cash-out" refinance Mortgage secured by a 1- to 4-unit Primary Residence, other than a Manufactured Home, if no Borrower has a usable Credit Score, there can be no Indicator Score for the Mortgage and it is not eligible for sale to Freddie Mac. If the Borrower does not have a usable Credit Score in connection with a purchase transaction or "no cash-out" refinance Mortgage secured by a 1- to 4-unit Primary Residence that is not a super conforming Mortgage, underwriting without credit scores as described in Sections 5202.3 and 5202.5 through 5202.6 is acceptable to evaluate the Borrower's credit reputation.

If no Borrower has a usable Credit Score and an Indicator Score is not required for the Mortgage to be eligible, see Section 5203.2(f) for delivery requirements. Freddie Mac will not assess an Indicator Score/Loan-to-Value delivery fee or a Credit Score/Loan-to-Value (CS/LTV) postsettlement delivery fee (A-minus fee) for Mortgages when the Seller determines there is no usable Credit Score due to insufficient information or inaccurate information that is delivered in accordance with Section 5203.2(f).

The methods used to obtain, select and identify both Underwriting Scores and Indicator Scores are described in Sections 5203.2(d) and (e).

(a) Types of Credit Scores

Freddie Mac requires the Seller to use a FICO® score, whenever a usable Credit Score is required. FICO scores have different names at each of the three major United States credit reporting companies. All of these scores, however, are developed using the same methods by FICO.

FICO scores are known as:

Credit Reporting Company	FICO Score
Equifax®	Beacon 5.0/Equifax FICO Score v5
Experian®	Experian/Fair Isaac Risk Model
TransUnion®	EMPIRICA®

Freddie Mac has identified a strong correlation between Mortgage performance and FICO Bureau scores (FICO score). FICO scores range from 300 to 850. The lower the FICO score, the greater the risk of default.

(b) Obtaining FICO scores

FICO scores can be obtained by requesting a credit reporting company (often called a consumer reporting agency, a credit repository or a credit bureau) to provide them as part of the required credit report. The Seller must request FICO scores and accompanying reason codes from at least two of the credit repositories, for each Borrower.

The three credit repositories are:

- Equifax Credit Information Services
- Experian Information Systems and Services
- TransUnion Credit Information Company

The following versions of the FICO score are required for Manually Underwritten Mortgages:

- Beacon 5.0/Equifax FICO Score v5

- Experian/Fair Isaac Risk Model v2
- TransUnion FICO Risk Score 04

It is unusual for a Borrower who reports credit obligations on the application not to have a FICO score. If no FICO score is received for such a Borrower, the Seller must re-check the information provided when ordering the FICO scores and resubmit a request if an error is identified.

The Seller must obtain FICO scores no more than 120 days prior to, as applicable, the Note Date, the modification date for Seller-Owned Modified Mortgages, the Conversion Date for Seller-Owned Converted Mortgages or assumption agreement date.

For Construction Conversion and Renovation Mortgages, the Seller must obtain FICO scores no more than 120 days prior to the Effective Date of Permanent Financing.

(c) Usable Credit/FICO scores

For Manually Underwritten Mortgages, the Seller must determine that each Credit Score (FICO score) received is usable. For a FICO score to be usable it must be based on sufficient, accurate information. Too little information, or information that is significantly inaccurate, makes the FICO score unusable for Mortgage underwriting. This is important both to ensure that the FICO score is adequately indicative of a Borrower's credit reputation and to ensure fairness for Borrowers in using Credit Scores to evaluate their overall credit reputation.

(i) Insufficient information

Although FICO scores may be generated if a repository's file includes only one Tradeline, the Seller must not use any FICO score based on fewer than three Tradelines. This is important both to ensure that the FICO score is adequately indicative of a Borrower's credit reputation and to ensure fairness for Borrowers in using Credit Scores to evaluate their overall credit reputation.

Because a merged credit report or Residential Mortgage Credit Report (RMCR) may show more Tradelines than were included in the particular repository's file used to generate the FICO score, the Seller should request that the credit reporting company indicate on the credit report the number of Tradelines that were used to create each FICO score. Alternatively, the Seller may wish to obtain the in-file report used to create each FICO score and use the in-file report to determine if the FICO score was based on at least three Tradelines.

(ii) Inaccurate information

If the credit reporting company reports that the repository file used to create a FICO score contains inaccurate information about a Borrower's credit history, the

Seller must determine if the inaccuracy is significant and, if so, it must disregard that FICO score and explain the decision on Form 1077, Uniform Underwriting and Transmittal Summary, or another document in the Mortgage file. However, minor discrepancies in the balances owed or payment amounts on open accounts belonging to the Borrower are not to be considered significant. FICO scores based on information that includes minor discrepancies must be used to select an Underwriting Score for each Borrower and identify an Indicator Score for the Mortgage.

The Seller must disregard FICO scores based on significant inaccuracies. Significant inaccuracies include:

- Public records information on a bankruptcy, foreclosure, judgment or collection that does not belong to the Borrower
- Delinquencies that are reported in error
- One or more Tradelines that do not belong to the Borrower
- Tradelines for accounts for which the Borrower is not the primary account holder, but is listed as an authorized user (authorized user accounts). However, the Seller does not have to disregard the FICO score if the Seller obtains and retains evidence in the Mortgage file of at least one of the following for each authorized user account:
  - Another Borrower on the Mortgage owns the Tradeline in question
  - The Tradeline is owned by the Borrower's spouse, or
  - The Borrower has been making the payments on the account for the last 12 months

If the Seller is unable to document one of the above three requirements for each authorized user account, the FICO score does not have to be disregarded if the Seller determines that the authorized user accounts have an insignificant impact on the Borrower's overall credit history and the information on the credit report is representative of the Borrower's own credit reputation. The Seller should base its determination on the number of the Borrower's own Tradelines, as well as their age, type, size and the payment history, as compared to the authorized user accounts. The Seller must document its determination on Form 1077 or another document in the Mortgage file.

The Seller must not attempt to adjust the value of a FICO score because some information used to create the score is inaccurate. The Seller may obtain and use a different FICO score from another repository if the score obtained from that repository was not based on similar inaccurate information. This is important both to ensure that the FICO score is adequately indicative of a Borrower's credit

reputation and to ensure fairness for Borrowers in using Credit Scores to evaluate their overall credit reputation.

For each Mortgage that the Seller has determined the inaccurate information is significant, the Mortgage file must contain written documentation from the repository of credit information or the creditor reporting the inaccurate information affirming the errors. In addition, the Seller is strongly encouraged to inform the Borrower that, pursuant to rights granted under the federal Fair Credit Reporting Act, the Borrower has a right to contact both the consumer reporting agency (repository) from which the inaccurate FICO score was obtained and the furnisher of the inaccurate credit information to require the disputed credit information to be reinvestigated and corrected. The requirements of this paragraph do not apply to authorized user accounts.

(d) Identifying the Underwriting Score for each Borrower

To use Credit Scores to underwrite the Borrower's credit reputation, the Seller must select a single FICO score for each qualifying Borrower from the FICO scores that were received and determined to be usable as described above.

To identify the Underwriting Score, the Seller must use the middle/lower method. It is the method used by Loan Prospector and is most predictive of the Borrower's overall credit reputation.

- If three usable FICO scores are obtained for a Borrower, the Underwriting Score for that Borrower is the one with the middle value. For example, if the FICO scores are 660, 656, 640, the single FICO score selected by the Seller would be 656. When there is a duplicate score, the Seller would select that score to be the Underwriting Score. If the FICO scores for a Borrower are 660, 660 and 640, the Seller would select 660.

- If two usable FICO scores are obtained for a Borrower, the Underwriting Score for that Borrower is the lower of the two FICO scores

- If only one usable FICO score is obtained for a Borrower, that FICO score is the Underwriting Score

(e) Identifying the Indicator Score for the Mortgage when a minimum Indicator Score is required

When a minimum Indicator Score is required to establish eligibility for the product offering, it must be met or exceeded for the Mortgage to be eligible for delivery to Freddie Mac.

Before the Seller can identify an Indicator Score, the Seller must select a single FICO score for each qualifying Borrower as described above.

If a Borrower has no usable FICO score, so no Underwriting Score can be identified for that Borrower, the Seller may use the Underwriting Scores for the remaining Borrowers to identify the Indicator Score. If no Borrower has a usable FICO score, and an Indicator Score is required for the Mortgage to be eligible, there can be no Indicator Score for the Mortgage and it is not eligible for sale to Freddie Mac.

The minimum Indicator Score requirements for Mortgages are noted in the individual chapters or sections for the product offerings and in Exhibit 25.

There are three methods of identifying an Indicator Score, as described in more detail below. Freddie Mac:

- Permits the Seller to use any one of three methods
- Prefers the Seller use one method for all their loans
- Recommends the Seller use the middle/lower then lowest method to identify an Indicator Score

(i) Middle/lower then lowest method

To use the middle/lower then lowest method, the Seller must follow the requirements in the Sections 5203.2(a) through 5203.2(d) to find an Underwriting Score for each qualifying Borrower, and then choose the lowest Underwriting Score as the Indicator Score for the Mortgage. If there is only one qualifying Borrower, that Borrower's Underwriting Score is the Indicator Score for the Mortgage.

To determine the Indicator Score using the middle/lower then lowest method for Borrowers A and B as noted in the example above, the lowest Underwriting Score across Borrowers would be selected; therefore, 656 is the Indicator Score for the Mortgage.

(ii) Middle/lower then average method

The Seller must follow all of the requirements in Sections 5203.2(a) through 5203.2(d) except the Indicator Score would be the average value of all Underwriting Scores.

(iii)Average/average method

The Seller must follow all of the requirements in Sections 5203.2(a) through 5203.2(d) except that the Underwriting Score for each qualifying Borrower would be the average value calculated from all usable FICO scores received for the Borrower. The Indicator Score is the average value of all Underwriting Scores.

The middle/lower then lowest method is the most predictive of the overall credit reputation of the Mortgage. The CS/LTV and Indicator Score/Loan-to-Value

postsettlement delivery fee rates in Exhibit 19, Postsettlement Delivery Fees, assume that the middle/lower then lowest method has been used to identify the Mortgage Indicator Score. The postsettlement delivery fee rates will be adjusted if a method other than the middle/lower then lowest method is used. Further, notwithstanding the provisions of Section 6303.1(a), Freddie Mac reserves the right to adjust the CS/LTV and/or Indicator Score/Loan-to-Value postsettlement delivery fee rates for a particular Seller or Sellers on the earlier of 30 days written notice or the day immediately following the Required Delivery Date of the Master Commitment if we determine that the particular Seller or Sellers inconsistently use the permitted methods to identify Indicator Scores for Mortgages delivered to Freddie Mac. See Exhibit 19 for details.

(f) Documenting and delivering Underwriting and Indicator Scores

When delivering a Minimum Indicator Score, the Seller must:

- Note the Underwriting Scores, the Indicator Score, and how they were identified, on Form 1077 or another similar document in the Mortgage file

- Retain the source documentation for the Indicator Score in the Mortgage file

The Seller must deliver the Indicator Score in the ULDD Data Point *Loan Level Credit Score Value* and must deliver the ULDD Data Point *Loan Level Credit Score Selection Method Type* as follows:

- "Middle Or Lower Then Lowest," "Middle or Lower Then Average," or "Average Then Average"

- If the Seller enters a usable Credit Score value in the ULDD Data Point *Loan Level Credit Score Value*, then the Seller must enter a Credit Score method of "Middle Or Lower Then Lowest," "Middle or Lower Then Average," or "Average Then Average" in the ULDD Data Point *Loan Level Credit Score Selection Method Type*, as applicable

- If the Seller determines there is no usable Indicator Score in the Mortgage file due to insufficient credit information, the Seller must select the valid value of "Insufficient Credit History" in the ULDD Data Point *Credit Score Impairment Type*, as applicable

- If the Seller determines there is no usable Indicator Score in the Mortgage file due to significant inaccurate credit information, the Seller must select the valid value of "Significant Errors Score" in the ULDD Data Point *Credit Score Impairment Type*, as applicable

If the Seller does not deliver an Indicator Score for Loan Prospector Mortgages, the Seller must enter the Loan Prospector Key Number in the ULDD Data Point *Automated Underwriting Case Identifier* so that Freddie Mac may use the Indicator Score from the Last Feedback Certificate to determine the Mortgage Indicator Score.

If the Seller does not deliver the Loan Prospector Key Number, the Mortgage will not qualify as a Loan Prospector Mortgage.

(g) Postsettlement delivery fees (delivery fees) for Mortgages with certain Indicator Scores and certain Credit Scores

A special delivery fee will be assessed and billed to the Seller in conjunction with the sale of all Mortgages with certain Indicator Score and Loan-to-Value combinations. The Seller must refer to Exhibit 19 for information on the Indicator Score/Loan-to-Value delivery fees and other delivery fees.

A special delivery fee will be assessed and billed to the Seller in conjunction with the sale of Loan Prospector A-minus Mortgages, other Caution Mortgages, and Non-Loan Prospector Mortgages with certain Credit Score and LTV combinations. The Seller must refer to Exhibit 19 for information on the CS/LTV (A-minus) delivery fee and other delivery fees. Delivery fees are paid in accordance with the delivery fee provisions outlined in Chapter 6303.

Chapter 5301: General requirements for all stable monthly income and asset qualification sources

5301.1: General requirements for all stable monthly income and asset qualification sources (03/02/16)

(a) Stable monthly income sources

Stable monthly income is the Borrower's verified gross monthly income from all acceptable and verifiable sources that can reasonably be expected to continue for at least the next three years. For each income source used to qualify the Borrower, the Seller must determine that both the source and the amount of the income are stable.

In most instances, a two-year history of receiving income is required in order for the income to be considered stable and used for qualifying. When the Borrower has less than a two-year history of receiving income, the Seller must provide a written analysis to justify the determination that the income that is used to qualify the Borrower is stable. While the sources of income may vary, the Borrower should have a consistent level of income despite changes in the sources of income.

The Seller's determination that the income can reasonably be expected to continue should focus on the Borrower's past employment/self-employment history, history of receipt of other income and the probability of continued consistent receipt of the income used to qualify the Borrower. At a minimum, the determination must be based on the requirements of Topic 5300, and any other documentation contained in the Mortgage file. For all income, the Seller may consider the income for qualifying the Borrower, provided the Seller does not have knowledge, information or documentation that contradicts a reasonable expectation of continuance or probability of consistent receipt over at least the next three years.

(b) Stable monthly asset qualification sources

In addition to the income sources described, asset qualification sources that meet the requirements of Topic 5300, including Chapter 5307, may also be used to qualify the Borrower for the Mortgage. For each asset qualification source used to qualify the Borrower, the Seller must determine that both the source of the asset and the amount of the asset source used to qualify the Borrower are reasonable and stable.

(c) General requirements for all income and asset qualification sources

Regardless of the underwriting path, the income and asset qualification sources used to qualify the Borrower and the documentation in the Mortgage file must be evaluated for stable monthly income and asset qualification requirements and must meet the requirements of

Topic 5300. In addition, the Seller must include a written analysis of the income and/or asset qualification source and amount in the Mortgage file.

Only income and asset qualification sources that meet the requirements of Topic 5300 may be used to qualify the Borrower for the Mortgage.

Income or asset qualification sources that do not meet these requirements or are not calculated correctly may invalidate the Loan Prospector Risk Class on the Feedback Certificate.

For the purposes of Topic 5300, all references to the Note Date are replaced with the modification date for Seller-Owned Modified Mortgages, the Conversion Date for Seller-Owned Converted Mortgages, the Effective Date of Permanent Financing for Construction Conversion and Renovation Mortgages, or the assumption agreement date, as applicable.

Chapter 5302: General documentation requirements

5302.1: Introduction to documentation requirements and levels (03/02/16)

Employment, income and asset qualification sources used to qualify the Borrower must be documented in accordance with one of the following Documentation Levels:

- Streamlined Accept Documentation
- Standard Documentation

For Loan Prospector® Mortgages, the Documentation Level shown on the Feedback Certificate indicates the minimum level of documentation acceptable for a Loan Prospector Mortgage. The Seller must provide the documentation required in this chapter for the Documentation Level returned.

All Manually Underwritten Mortgages must at least be documented according to Standard Documentation.

For each income and asset qualification source used to qualify the Borrower, the Seller must obtain the required documentation and verifications for the applicable Documentation Level, as listed in the respective income sections of Topic 5300. All documentation must be maintained in the Mortgage file.

In addition to the documentation requirements listed in the respective income sections of Topic 5300 additional documentation may be necessary to evaluate, justify and explain the qualification of the Borrower.

To be acceptable to Freddie Mac, the documents used for written income verifications, verbal verifications of employment, and third-party employment and income verifications must meet the requirements of Chapters 5302 through 5307. In addition, the documentation must meet general requirements for verifying documents in Section 5102.3 and age of documentation requirements in Section 5102.4.

5302.2: Written income verification requirements (03/02/16)

Income documentation and verifications must meet the following requirements:

(a) Paystubs

Paystubs or salary vouchers must:

- Be computer-generated or typed (not handwritten) by the employer
- Clearly identify the Borrower as the employee
- Show the time period covered
- Show both the current period and year-to-date earnings

(b) W-2 forms

W-2 forms must be:

- Complete
- The employee copy provided by the employer

(c) Tax returns

Tax returns must:

- Be the Borrower's copy of the forms filed with the Internal Revenue Service (IRS)
- Be signed by the Borrower
- Include all schedules and forms

In all cases, information received directly from the IRS is acceptable in lieu of federal individual income tax returns and W-2 forms as long as it contains all of the information that would be included in the federal individual income tax returns.

Although the Borrower may not meet the definition of self-employed as stated in Section 5304.1**,** the Seller must obtain the Borrower's federal individual income tax returns for certain types of income if using the income to qualify the Borrower. These include, but are not limited to:

- Commission income
- Income reported on a 1099
- Income from independent contracting
- Income from employment by a family member, property seller or broker

- Income from employment on a contract basis

5302.3: Verbal verifications of employment (Verbal VOE) (03/02/16)

When verbal verifications of employment (verbal VOEs) are required, the Seller must provide Form 90, Verbal Verification of Employment, or a similar written document that includes the following:

- Name of the person who contacted the employer
- Name of the employer
- Name and title of the individual contacted at employer
- Phone number for the individual contacted. The phone number must be obtained from an acceptable third party source.
- Name of the third party source used to obtain the phone number for the employer (e.g., the phone directory, internet, directory assistance, etc.)
- Date of contact
- Dates of employment
- Borrower's position or title
- Borrower's current employment status
- Any additional information that was verified

5302.4: Third-party employment and income verifications (03/02/16)

Employment and income verifications obtained through third-party verification service providers are acceptable. The verifications must be received by the originator directly from the third-party verification service provider. A legible copy of the verification must be retained in the Mortgage file and must contain the following information:

- Third-party income verifications must contain sufficient information to determine stable monthly income in accordance with the requirements of Topic 5300

- Third-party employment verifications must contain the same employment information as required for verbal verifications of employment in Section 5302.3

However, when the verification is generated electronically and is not completed or provided by a representative of the employer, as applicable, the representative's information is not required.

If any required information is missing, the Seller must obtain additional documentation to supplement the third-party verification. The Seller is responsible for ensuring the accuracy and integrity of the information provided by the third-party verification services.

5302.5: IRS Form 4506-T requirements for all income and asset qualification sources (03/02/16)

All Borrowers, whose income is used to qualify, must sign Internal Revenue Service (IRS) Form 4506-T (or an alternate form acceptable to the IRS that authorizes the release of comparable tax information) on the application date and again on the Note Date, except that if the Form 4506-T obtained on the application date is submitted to the IRS and transcripts are received back from the IRS, Seller is not required to obtain an additional Borrower signed Form 4506-T.

If submitting the Form 4506-T to the IRS, the Seller must ensure that the IRS receives the form prior to the form's expiration date. The Seller must retain the tax documentation received back from the IRS in the Mortgage file.

In all cases, income tax information obtained by the Seller directly from the IRS is acceptable in lieu of tax returns and W-2 forms, provided that the Seller obtains and maintains in the Mortgage file all of the information that would be included on those forms.

For Borrowers with income that is derived from sources in Puerto Rico, Guam or the U.S. Virgin Islands that are exempt from federal income taxation under the Internal Revenue Code, the above requirements apply, except as follows:

- In lieu of a Form 4506-T, Borrowers with income that is derived from sources in Puerto Rico must sign the most recent version of Commonwealth of Puerto Rico Form 2907 titled "Request For Copy of the Return, Estate or Gift Certificate of Release" (Modelo SC 2907 "Solicitud De Copia De Planilla, Relevo De Herencia Y De Donacion") for submission to the Puerto Rico Department of the Treasury, Internal Revenue Area

- Borrowers with income that is derived from sources in Guam or the U.S. Virgin Islands must sign the Form 4506-T (or an alternate form that authorizes the release of comparable tax information) for submission to the Guam Department of Taxation and Revenue or Virgin Islands Bureau of Internal Revenue, as applicable

Chapter 5303: Employed income

5303.1: General requirements for all employed income (03/02/16)

Stable monthly income may be income from primary and secondary employment, including base earnings plus consistent and documented secondary income, such as bonuses, commissions, overtime, additional part-time employment or seasonal employment. The Seller must analyze all income documentation from the income sources and determine that the Borrower's income is stable and likely to continue at the level used to qualify for at least the next three years.

A Borrower who has had different types of employment in the past may be considered to have stable income if the income amount has remained at a consistent level. When evaluating a Borrower who has changed jobs frequently, the Seller must focus on whether the changes have affected the Borrower's ability to pay the Borrower's obligations.

Newly employed

For a Borrower who has less than a two-year employment and income history, the Borrower's income may be qualifying income if the Mortgage file contains documentation to support that the Borrower was either attending school or in a training program immediately prior to their current employment history.

Re-entering the workforce

For a Borrower who is re-entering the workforce and has less than a two-year employment and income history, the Borrower's income may be qualifying income if the Borrower has been at the current employer for a minimum of six months and there is evidence of a previous employment history.

Gaps in employment

- **Streamlined Accept Documentation Level**: No explanation is required for gaps in employment
- **Standard Documentation Level**: Gaps in employment that are more than 60 days in length must be documented on the Uniform Residential Loan Application and an explanation from the Borrower included in the Mortgage file

Borrower employed by a family member or by the property seller or real estate broker

- **Streamlined Accept Documentation Level**

  All of the following:

  - ❒ Complete federal individual income tax return for the most recent year
  - ❒ Written verification of employment (VOE) covering the most recent one-year period
  - ❒ Verbal VOE[1]

  Or all of the following:

  - ❒ Complete federal individual income tax return for the most recent year
  - ❒ Year-to-date (YTD) paystub or salary voucher documenting at least 30 days of income
  - ❒ W-2 form for the most recent one-year period
  - ❒ Verbal VOE[1]

- **Standard Documentation Level**

  All **of the following:**

  - ❒ Complete federal individual income tax returns for the most recent two years
  - ❒ Written VOE covering the most recent two-year period
  - ❒ Verbal VOE[1]

  Or all of the following:

  - ❒ Complete federal individual income tax returns for the most recent two years

- ❒ YTD paystub or salary voucher documenting at least 30 days of income
- ❒ W-2 forms for the most recent two-year period
- ❒ Verbal VOE[1]

[1] The verbal VOE must be obtained no more than 10 Business Days prior to the Note Date or after the Note Date but prior to the Delivery Date. Additionally, in lieu of the verbal VOE obtained as required above, the Seller may obtain a written VOE or third-party employment verification when a verbal VOE is unavailable.

5303.2: Income from primary employment – base earnings (03/02/16)

This table contains requirements pertaining to primary employment.

Primary employment	Stable monthly income requirements	Documentation requirements	
		Streamlined Accept Documentation Level	***Standard Documentation Level***
Income from primary employment - (salary and hourly income)	In connection with a Borrower's primary employment, the Seller must determine that the amount of income used to qualify the Borrower is stable.	**All of the following:** ■ Written verification of employment (VOE) covering the most recent one-year period ■ Verbal VOE[1] **Or all of the following:** ■ Year-to-date (YTD) paystub or salary voucher documenting at least 30 days of income ■ W-2 form for the most recent one-year period ■ Verbal VOE[1]	**All of the following:** ■ Written VOE covering the most recent two-year period ■ Verbal VOE [1] **Or all of the following:** ■ YTD paystub or salary voucher documenting at least 30 days of income ■ W-2 forms for the most recent two-year period ■ Verbal VOE [1]

[1] The verbal VOE must be obtained no more than 10 Business Days prior to the Note Date or after the Note Date but prior to the Delivery Date. Additionally, in lieu of the verbal VOE obtained as required in the chart above, the Seller may obtain a written VOE or third-party employment verification when a verbal VOE is unavailable.

5303.3: Income from secondary employment (03/02/16)

This table contains requirements pertaining to secondary employment.

Secondary employment	Stable monthly income requirements	Documentation requirements
		Streamlined Accept and Standard Documentation Level
Income from a second or additional job	The Borrower must have a two-year consecutive history of receiving income from a second or additional job and income from the second or additional job must be likely to continue for at least the next three years in order to consider the income for qualifying.	**All of the following:** ■ A written verification of employment (VOE) covering the most recent two-year period ■ Verbal VOE[1] **Or all of the following:** ■ Year-to-date (YTD) paystub or salary voucher documenting at least 30 days of income ■ W-2 forms for the most recent two-year period ■ Verbal VOE[1]

[1] The verbal VOE must be obtained no more than 10 Business Days prior to the Note Date or after the Note Date but prior to the Delivery Date. Additionally, in lieu of the verbal VOE obtained as required in the chart above, the Seller may obtain a written VOE or third-party employment verification when a verbal VOE is unavailable.

5303.4: Additional employed income (03/02/16)

A Borrower may receive additional income from employment such as commission, bonuses, overtime pay and automobile allowances. If the Seller includes additional earnings to qualify the Borrower, the Seller must determine that the amount of additional income used to qualify the Borrower is stable and complies with the requirements below for each income type. This section contains topic specific stable monthly income and documentation requirements for the following income types:

- Commission
- Bonus
- Overtime
- Tips
- Automobile Allowance
- Mortgage differential
- Military income, entitlements and reserve duty
- Unemployment compensation associated with seasonal employment

Income Type	Stable monthly income requirements	Documentation requirements	
		Streamlined Accept Documentation Level	***Standard Documentation Level***
Commission	The Borrower must have a two-year consecutive history of receiving commission income and the commission income must be likely to continue for at least the next three years in order to consider the income for qualifying. Borrowers who receive commission income must provide federal tax returns for the previous two-year period. Employee paid business expenses reflected on the Borrower's tax returns must be deducted from the Borrower's gross commission income when calculating income.	**All of the following:** ■ Written verification of employment (VOE) covering the most recent two-year period ■ Complete federal individual income tax returns covering the most recent two-year period ■ Verbal VOE[1] **Or, all of the following:** ■ Year-to-date (YTD) paystub or salary voucher documenting at least 30 days of income ■ Complete federal individual income tax returns covering the most recent two-year period in addition to applicable W-2s or 1099s ■ Verbal VOE[1]	
Bonus	The Borrower must have a two-year consecutive history of receiving bonus income and the bonus income must be likely to continue for at least the next three years in order to consider the income for qualifying.	**All of the following:** ■ Written VOE covering the most recent two-year period ■ Verbal VOE[1] **Or all of the following:** ■ YTD paystub or salary voucher documenting at least 30 days of income ■ W-2 forms for the most recent two-year period ■ Verbal VOE[1]	

Income Type	Stable monthly income requirements	Documentation requirements	
		Streamlined Accept Documentation Level	***Standard Documentation Level***
Overtime	The Borrower must have a two-year consecutive history of receiving overtime income and the overtime income must be likely to continue for at least the next three years in order to consider the income for qualifying.	**All of the following:** ■ Written VOE covering the most recent two-year period ■ Verbal VOE[1] **Or all of the following:** ■ YTD paystub or salary voucher documenting at least 30 days of income ■ W-2 forms for the most recent two-year period ■ Verbal VOE[1]	
Tips	The Borrower must have a two-year consecutive history of receiving income from tips and the tip income must be likely to continue for at least the next three years in order to consider the income for qualifying.	**All of the following:** ■ Written VOE covering the most recent two-year period ■ Verbal VOE[1] **Or all of the following:** ■ YTD paystub or salary voucher documenting at least 30 days of income ■ W-2 forms for the most recent two-year period ■ Verbal VOE[1]	

Income Type	Stable monthly income requirements	Documentation requirements	
		Streamlined Accept Documentation Level	***Standard Documentation Level***
Automobile Allowance	The Borrower must have a two-year consecutive history of receiving an automobile allowance and the automobile allowance must be likely to continue for at least the next three years in order to consider the income for qualifying. The Seller may add the full amount of the allowance to the Borrower's qualifying income, and when calculating the Borrower's debt payment-to-income ratio, the Seller must include the full amount of the monthly automobile financing expense in the calculation of the Borrower's monthly debt payment (refer to Section 5401.2). The Seller may not subtract the automobile allowance from the monthly automobile financing expense.	**All of the following:** ■ Written VOE covering the most recent two-year period ■ Verbal VOE[1] **Or all of the following:** ■ YTD paystub or salary voucher documenting at least 30 days of income ■ W-2 forms for the most recent two-year period ■ Verbal VOE[1]	

Income Type	Stable monthly income requirements	Documentation requirements	
		Streamlined Accept Documentation Level	***Standard Documentation Level***
Mortgage differential	Payments from the Borrower's employer for all or part of the interest differential between the Borrower's present and proposed mortgage payment may be considered qualifying income if the documentation shows that the payments are pursuant to an established, ongoing and documented employer program and will continue for at least the next three years. A history of receipt is not required for the income to be considered stable. The employer must not be an interested party to the transaction.	Agreement from the employer stating the terms including, but not limited to, the scheduled amount and duration of the payments.	

Income Type	Stable monthly income requirements	Documentation requirements	
		Streamlined Accept Documentation Level	***Standard Documentation Level***
Military income, entitlements and reserve duty	A Borrower who is a member of the United States Armed Forces may receive pay entitlements such as flight or hazard duty, rations, clothing allowance or quarters allowance in addition to base pay. The Seller may consider entitlements qualifying income if documented and likely to continue for at least the next three years. If the Borrower is a member of a reserve component of the United States Armed Forces, the Seller may consider the reserve duty income for qualifying. A history of receipt is not required for the income to be considered stable.	**All of the following:** ■ Written VOE covering the most recent one-year period ■ Verbal VOE[1] **Or all of the following:** ■ YTD Leave and Earnings Statement documenting at least 30 days of income ■ W-2 form for the most recent one-year period ■ Verbal VOE[1] In lieu of a verbal VOE, a Leave and Earnings Statement dated no more than 30 days prior to the Note Date may be provided.	**All of the following:** ■ Written VOE covering the most recent two-year period ■ Verbal VOE[1] **Or all of the following:** ■ YTD Leave and Earnings Statement documenting at least 30 days of income ■ W-2 forms for the most recent two-year-period ■ Verbal VOE[1] In lieu of a verbal VOE, a Leave and Earnings Statement no more than 30 days prior to the Note Date may be provided.

Income Type	Stable monthly income requirements	Documentation requirements	
		Streamlined Accept Documentation Level	***Standard Documentation Level***
Seasonal employment and unemployment compensation	The Borrower must have a two-year consecutive history of receiving income from seasonal employment and the seasonal employment income must be likely to continue for at least the next three years in order to consider the income for qualifying. Unemployment compensation associated with seasonal employment may be considered qualifying income if the Borrower has a two-year history of receipt and the unemployment compensation is likely to continue for at least the next three years. The Seller must not use seasonal employment income or unemployment compensation to qualify the Borrower unless the income is reported on the Borrower's federal individual income tax returns for the most recent two-year period.	**All of the following:** ■ Written VOE covering the most recent two-year period for the seasonal employment ■ Verbal VOE[1] ■ Proof of receipt of unemployment compensation for the most recent two-year period (if applicable) **Or all of the following:** ■ YTD paystub or salary voucher documenting at least 30 days of income ■ W-2 forms for the most recent two-year period ■ Verbal VOE[1] ■ Proof of receipt of unemployment compensation for the most recent two-year period (if applicable)	

[1] The verbal VOE must be obtained no more than 10 Business Days prior to the Note Date or after the Note Date but prior to the Delivery Date. Additionally, in lieu of the verbal VOE obtained as required in the chart above, the Seller may obtain a written VOE or third-party employment verification when a verbal VOE is unavailable.

5303.5: Employed income calculation guidance and requirements (03/02/16)

(a) Base earnings

The following table is a guide for how to calculate monthly income that is paid on an hourly, weekly, every two weeks, semi-monthly or monthly basis. These income calculations may not apply in all situations or to income levels that fluctuate.

Calculation of Monthly Income: Hourly or Salaried Borrowers		
Frequency	**Calculation**	**Validation**
Hourly	Multiply the hourly pay rate by the average number of hours worked per week then multiply by 52 weeks and divide by 12 months.	The monthly income documented in the Mortgage file must support the Seller's income calculation. If the required documentation does not support the calculation, further analysis is required and additional documentation may be necessary to support the stability of the income and the amount of income used to qualify. A written analysis of the income used to qualify the Borrower must be retained in the Mortgage file.
Weekly	Multiply the weekly income by 52 weeks and divide by 12 months.	
Every two weeks	Multiply the two weeks income by 26 pay periods and divide by 12 months.	
Twice per month	Multiply the semi-monthly income by 24 pay periods and divide by 12 months.	
Monthly	Use the monthly income from the paystub.	
Borrowers who may be paid less than 12 months per year	Some Borrowers' annual salaries may be received over a time period of less than 12 months. It is important to determine how the Borrower is paid in order to accurately calculate income. Sellers should determine how often and for how long the Borrower is paid and then determine monthly income based on the calculations above. For example, if a Borrower is paid 10 months of the year, multiply their monthly salary by 10 months and divide by 12.	

(b) Additional employed income sources

- **Bonus and commission income**

The following table is a guide for how to calculate monthly bonus and commission income. These income calculations may not apply in all situations or to income levels that fluctuate.

Commission and Bonus Income Calculation Examples		
Frequency	**Calculation**	**Validation**
Annual, quarterly or monthly	If the amount of the bonus and/or commission income is consistent or has increased, divide the total of the most recent two years bonus or commission income (minus business expenses, if applicable) by 24 months. If the amount of the bonus and/or commission income has decreased, divide the most recent annual payment (minus business expenses, if applicable) by 12 months (or if paid quarterly or monthly, by the number of months that the amount includes). If the bonus and/or commission income has decreased, the Seller must determine that the income is stable and provide an explanation for the decrease. The Seller must be able to justify that the income is likely to continue at the level used for qualifying.	The monthly income documented in the Mortgage file must support the Seller's income calculation. If the required documentation does not support the calculation, further analysis is required and additional documentation may be necessary to support the stability of the income and the amount of income used to qualify. A written analysis of the income used to qualify the Borrower must be retained in the Mortgage file (Form 91, Income Analysis Form, or comparable form may be used for calculating commission income).

- **Overtime:** The Seller must consider the income trend by considering the hourly rate, the number of hours worked, and use the amount that is most likely to continue for the next three years

- **Tips:** For tip income that fluctuates, the Seller must evaluate the income trend and use the amount that is most likely to continue for the next three years

- **Income from a second or additional job:** The Seller must evaluate the income trend and use the amount that is most likely to continue for the next three years

(c) Significant increases or decreases in income level

When the Borrower has experienced a significant decrease in income, the Seller cannot average the Borrower's income using a previous higher level unless there is documentation of a one-time occurrence (e.g., injury) that prevented the Borrower from working or earning full income for a period of time and evidence that the Borrower is back to the income amount that they previously earned. The Seller must focus its analysis on the most recent earnings and the income that is most likely to be received at the level used for qualifying. If a Borrower is currently on temporary leave, follow the guidance in Section 5303.6.

When the Borrower has experienced a significant increase in income, and the Seller qualifies the Borrower using the higher amount, the Seller must obtain sufficient documentation to determine that the increase is stable and likely to continue at the level used for qualifying (e.g., that the income is not a one-time incentive payment).

5303.6: Income while on temporary leave (03/02/16)

The following section provides guidance to Sellers for underwriting Borrowers on temporary leave from their current employment.

Temporary leave

Temporary leave from an employer may encompass various circumstances (e.g., family and medical, short-term disability, maternity, other temporary leaves with or without pay)**.** Temporary leave is generally short in duration. The period of time that a Borrower is on temporary leave may be determined by various factors such as applicable law, employer policies and short-term insurance policy and/or benefit terms. Leave ceases being considered temporary when the Borrower does not intend to return to the current employer or does not have a commitment from the current employer to return to employment. Refer to Chapter 5305 regarding long-term disability

income if the Seller has knowledge the Borrower has applied for, is receiving or will be receiving long-term disability benefits or long-term insurance benefits.

Determining qualifying income and Borrower capacity to meet obligations while on temporary leave

During a temporary leave, a Borrower's income may be reduced and/or completely interrupted. The Seller must determine that during and after the temporary leave the Borrower has capacity to repay the Mortgage and all other monthly obligations in accordance with Topics 5100 through 5500. The Seller's determination must be based on required documentation, Seller knowledge and available information.

(a) For Borrowers returning to their current employer prior to or on the first Mortgage payment due date:

The Seller may use for qualifying income the Borrower's pre-leave gross monthly income.

(b) For Borrowers returning to their current employer after the first Mortgage payment due date:

- The Seller may use for qualifying income the Borrower's gross monthly income amount being received for the duration of the temporary leave

- In the event that the income has been reduced or interrupted, the Seller may use for qualifying income the monthly reduced income amount (this amount may be zero) being received for the duration of the leave combined with the Borrower's available liquid assets, as necessary. Available liquid assets may be used as a partial or complete income supplement up to the amount of the income reduction. The "Asset calculation for Mortgage qualification" described in Section 5307.1(b) does not apply to the calculation of assets as an income supplement when determining qualifying income and Borrower capacity to meet obligations while on temporary leave. Assets that are required for the transaction (e.g., down payment, Closing Costs, Financing Costs, Prepaids/Escrows and reserves) may not be considered as available assets.

- The total qualifying income must not exceed the Borrower's pre-leave gross monthly income amount

Documentation requirements

The following documentation is required for all Borrowers on temporary leave:

- Documentation to verify the Borrower's pre-leave income and employment in accordance with Topic 5300, regardless of leave status
- Written statement from the Borrower confirming the Borrower's intent to return to the current employer and the intended date of return
- Documentation generated by current employer confirming the Borrower's eligibility to return to the current employer after temporary leave. Acceptable forms of employer documentation that the Seller may obtain from the Borrower include, but are not limited to: an employer-approved leave request, a Family Medical Leave Act document, or other documentation generated by the employer or a third-party verifier on behalf of the employer.

In addition, the following documentation is required for Borrowers returning to the current employer after the first Mortgage payment due date:

- Documentation evidencing amount and duration of all temporary leave income sources being used to qualify the Borrower (e.g., short-term disability benefits or insurance, sick leave benefits, temporarily reduced income from employer) that are being received during the temporary leave
- All available liquid assets used to supplement the reduced income for the duration of the temporary leave must meet the requirements of and be verified in accordance with the Streamlined Accept Documentation or Standard Documentation requirements, as applicable, listed in Section 5501.3
- A written rationale explaining the analysis used to determine the qualifying income, regardless of the underwriting path

Chapter 5304: Self-employed income

5304.1: Stable monthly income and documentation requirements for self-employed Borrowers (03/02/16)

(a) Definition of a self-employed Borrower

A Borrower who has an ownership interest of 25% or more in a business is considered to be self-employed. The business may be a sole proprietorship, a partnership (general or limited), an S corporation or a corporation.

(b) Loan Prospector®

The Seller must indicate to Loan Prospector that a Borrower is self-employed when the Borrower meets Freddie Mac's definition of self-employed as stated above. This is required in all cases whether or not the Seller is using the self-employment income to qualify the Borrower.

(c) Analysis

A two-year history of self-employment is required in most instances to ensure that income is stable. When the Borrower has been self-employed for less than two years, the Seller must document that the Borrower has a two-year history of receipt of income at the same or greater level in the same or similar occupation in order to consider the income for qualifying. In addition, the Seller must consider the Borrower's experience in the business before considering the income for qualifying purposes. The Borrower's federal tax returns must reflect at least one year of self-employment income. If the Borrower has been self-employed for less than two years or is relocating to a different geographic area, the Seller must consider the acceptance of the company's service or products in the marketplace before considering the income for qualifying purposes. The Seller must document and explain how they determined that the Borrower's income will continue at the same level in the new location.

The Seller's calculation of a self-employed Borrower's average monthly income must be based on a review of the Borrower's complete federal individual income tax returns (Form 1040) including W-2's and K-1's (if applicable) as well as the Borrower's complete business tax returns (Forms 1120, 1120S and 1065), when applicable. The Seller must analyze the tax returns and provide a written analysis of the Borrower's self-employed income on Form 91, Income Analysis Form, or a comparable form. Non-cash items such as depreciation, depletion and amortization may be added back to adjusted gross income for the purpose of determining qualifying income. Documented nonrecurring losses, such as casualty losses, can also be added back to the adjusted gross income, as well as loss carry-overs from previous tax years.

As part of the analysis, the Seller must consider whether the Borrower's self-employed income has increased or decreased over the previous two years. If the analysis reflects that the Borrower's income has significantly increased or decreased, the Seller must provide sufficient documentation and justification to support their determination that the income used to qualify the Borrower is stable and likely to continue for the next three years. It may be necessary to obtain additional years' tax returns when the Borrower's self-employment income fluctuates in order to determine the stability of the income.

If the Borrower is self-employed and the self-employment income is not used to qualify, the Seller must obtain the Borrower's federal individual income tax returns to determine if there is a business loss that may have an impact on the stable monthly income used for qualifying. If a business loss is reported on the Borrower's federal individual income tax returns, the Seller may need to obtain additional documentation in order to fully evaluate the impact of a business loss on the income used for qualifying.

The Seller must use caution when including additional income that the Borrower draws from the Borrower's corporation, partnership or S-corporation as qualifying income. The Seller must verify that the Borrower has a legal right to the additional income by obtaining a corporate resolution or other comparable document that establishes that right. The Seller must also verify the Borrower's percentage of ownership of the business entity from a review of the business tax returns, letter from the accountant for the business or similar documents. The analysis of the business must support that the business is clearly capable of providing the Borrower with the additional income used to qualify.

Refer to Section 5401.2(b)(ii) for requirements for self-employed Borrower's debt paid by the Borrower's business.

(d) Business assets used for closing

When business assets are used for down payment and Closing Costs, Financing Costs, Prepaids/Escrows and reserves, the assets must be verified in accordance with the documentation requirements in Sections 5102.3, 5102.4 and 5501.3. The business assets must be related to the business that the Borrower owns that is documented in the Mortgage file. Because the Borrower's withdrawal of assets from a sole proprietorship, a partnership, an S corporation or a corporation may have a negative impact on the ability of the business to continue operating, the impact of withdrawal must be considered in the Seller's analysis of the Borrower's self-employed income. As part of the analysis, the Seller must document a cash flow analysis for the Borrower's business using the individual and/or business tax returns, as applicable. The Seller may perform the required analysis using any format that enables the Seller to determine that the withdrawal of the funds for the down payment and Closing Costs, Financing Costs, Prepaids/Escrows and reserves will not have a detrimental effect on the business. The Mortgage file must contain the Seller's written cash flow analysis and conclusions.

(e) Verification of existence of the business through a third party source

The Seller must verify the existence of the Borrower's business from a third-party source. Acceptable third party sources include, but are not limited to, a regulatory agency, the phone directory, the Internet, directory assistance or the applicable licensing bureau. When the Seller obtains a verbal verification of the existence of the business, the Seller must verify the name and address of the business, provide the date the information is verified, the entity contacted and the name and title of the person who obtained the verification for the Seller. The verification must be completed prior to delivery, but no more than 30 days prior to the Note Date.

(f) Documentation requirements

The Seller must establish and calculate the stable monthly qualifying income using the following required documentation:

- Form 91, Income Analysis Form, or comparable form
- Verification of existence of the business through a third party source as described in Section 5304.1(e), above
- Federal tax returns, as required in the chart below, including all applicable schedules and forms and reflecting at least 12 months of self-employed income

Business structure	Streamlined Accept Documentation Level	Standard Documentation Level
Sole Proprietorship	Complete signed federal individual income tax return for the most recent year.	Complete signed federal individual income tax returns for the two most recent years.
Partnership	Complete signed federal individual and Partnership (Form 1065) income tax returns, including K-1(s) for the most recent year.	Complete signed federal individual and Partnership (Form 1065) income tax returns, including K-1(s) for the two most recent years.
S Corporation	Complete signed federal individual and S Corporation (Form 1120S) income tax returns, including K-1(s) for the most recent year.	Complete signed federal individual and S Corporation (Form 1120S) income tax returns, including K-1(s) for the two most recent years.
Corporation	Complete signed federal individual and Corporation (Form 1120) income tax returns, including W-2(s) for the most recent year.	Complete signed federal individual and Corporation (Form 1120) income tax returns, including W-2(s) for the two most recent years.

Chapter 5305: Other income

5305.1: General requirements for all other income (non-employment/non-self-employment) (03/02/16)

If a Borrower chooses to disclose non-employment/non-self-employment income such as alimony, child support or separate maintenance payments, public assistance payments, Social Security or retirement benefits, trust or investment income, the Seller should consider them as stable income consistent with the requirements of Topic 5300.

As with all income, the Seller must evaluate whether the non-employment/non-self-employment income has been consistently received for at least two years and is likely to be consistently received for at least the next three years based on the requirements in Topic 5300, and any other documentation contained in the Mortgage file. In some instances, as described below, a two- year history of receipt of the non-employment/non-self-employment income is not required. In other instances where the Borrower has less than a two-year history of receiving income, the Seller may be able to use the income to qualify the Borrower but must provide a written analysis to justify the determination that the income that is used to qualify the Borrower is stable. The Seller may consider non-employment/non-self-employment income for qualifying provided the Seller does not have knowledge, information or documentation that contradicts a reasonable expectation of continuance or probability of consistent receipt for at least the next three years.

Factors that must be considered in determining the likelihood of continued consistent receipt of non-employment/non-self-employment income below include, but are not limited to, the following:

1. Whether the payments are received pursuant to a written agreement, court decree, government program, law and/or regulation
2. The length of time the payments have been received
3. The regularity of receipt of the income
4. The consistency of the amount of income
5. The availability of procedures to compel payment
6. Whether full or partial payments have been made

7. The age of each child for which support and/or benefit payments are made (if applicable)
8. Applicable eligibility criteria governing the continued receipt of the income

5305.2: Specific requirements for other income types (03/02/16)

This section contains topic specific stable monthly income and documentation requirements for the following income types:

- Notes receivable
- Dividend and interest
- Capital gains
- Royalty payments
- Trust income
- Retirement income
- Retirement account distributions as income
- Survivor and dependent benefit income
- Long-term disability income
- Social Security Supplemental Security Income
- Public assistance income
- Homeownership Voucher Program
- Foster-care income

- Alimony, child support or separate maintenance payments
- Housing or parsonage allowance
- Mortgage Credit Certificates
- Tax-exempt income

Income type	Stable monthly income requirements	Documentation requirements
		Streamlined Accept and Standard Documentation Levels
Notes receivable	Income from Notes Receivable may be considered qualifying income if the Mortgage file contains a copy of the note and evidence that the Borrower has received payments on a regular monthly basis for the most recent 12 months. Notes Receivable income must continue for at least the next three years.	Copy of the note evidencing the terms including, but not limited to, the scheduled amount and duration of payments, and proof of receipt of payments for the most recent one-year period.
Dividend and interest	Dividend and interest income may be considered qualifying income if the Mortgage file contains evidence that the income has been received for the most recent two years. Sufficient assets remaining after closing must be documented to support continuance of the dividend and interest income, at the level used for qualifying, for at least the next three years.	Copy of complete federal individual income tax returns for the most recent two-year period; evidence of sufficient assets to support the qualifying income.
Capital gains	Capital gains may be considered qualifying income if the Borrower's most recent two years' individual federal tax returns (including Capital Gains and	Copy of complete federal individual income tax returns for the most recent two-year period (including Schedule D) reflecting capital gain income; evidence of sufficient assets

Income type	Stable monthly income requirements	Documentation requirements
		Streamlined Accept and Standard Documentation Levels
	Losses, Schedule D), show that the Borrower has realized capital gains. Sufficient assets remaining after closing must be documented to support continuance of the capital gain income, at the level used for qualifying, for at least the next three years.	to support the qualifying income.
Royalty payments	Income received from royalty payments may be considered qualifying income if the Mortgage file contains evidence that the Borrower has received payments on a regular basis for the most recent 12 months and the royalty payments are likely to continue for at least the next three years. The Seller must provide a copy of the most recent federal individual income tax returns including Supplemental Income and Loss, Schedule E.	A copy of the most recent complete federal individual income tax return.
Trust income	Trust income may be considered qualifying income if the Mortgage file contains evidence of the amount, frequency and duration of payments. A history of receipt is not required for the income to be considered stable; however, the trust income must be likely to continue for at least the next three years.	Copy of the Trust Agreement.
Retirement income	Retirement income may be considered qualifying income if the Mortgage file contains evidence of the type of retirement income (e.g., Social Security, pension, annuity, other similar benefits), source, pre-	For existing and established sources of retirement income: ■ Document income type, source, payment frequency and pre-determined payment amount with a benefit verification letter, award letter, pay statement, 1099 or

Income type	Stable monthly income requirements	Documentation requirements
		Streamlined Accept and Standard Documentation Levels
	determined payment amount, payment frequency and current receipt. A history of receipt is not required for the income to be considered stable. If the retirement income is newly established, verification of current receipt is not required; however, the finalized terms of the new income must be documented with the benefit verification letter, notice of award letter or other equivalent documentation from the payor that provides and establishes these terms. The terms that must be verified include, but are not limited to, the source, type, effective date of income commencement, payment frequency and pre-determined payment amount that will commence prior to or on the first Mortgage payment due date. The documentation must be dated no more than 120 days prior to the Note Date. All retirement income must be likely to continue for at least the next three years.	other equivalent documentation. Age of documentation requirements as described in Section 5102.4 do not have to be met. ■ Document current receipt with a bank statement, pay statement, benefit verification letter, award letter or other equivalent documentation. Age of documentation requirements as described in Section 5102.4 must be met. **or** For newly established sources of retirement income: ■ Document the finalized terms of the newly established income including, but not limited to, the source, type, effective date of income commencement, payment frequency and pre-determined payment amount with the benefit verification letter, notice of award letter or other equivalent documentation from the payor that provides and establishes these terms. The income must commence prior to or on the first Mortgage payment due date. The documentation must be dated no more than 120 days prior to the Note Date. Verification of current receipt is not required.
Retirement account distributions as income	Distributions from retirement accounts recognized by the Internal Revenue Service (IRS) (e.g., 401(k), IRA) that are not subject to penalty (e.g., early withdrawal penalty) may be considered stable monthly qualifying income. Evidence of the income	■ Most recent retirement account statement(s), documentation from financial institution holding retirement account that verifies regularly scheduled distribution arrangements, 1099(s) and/or other equivalent documentation showing income source,

Income type	Stable monthly income requirements	Documentation requirements
		Streamlined Accept and Standard Documentation Levels
	source, type, distribution frequency, distribution amount(s), current receipt (as applicable) and history of receipt (as applicable), must be documented. If distributions are being taken in accordance with certain IRS rules, such as the Required Minimum Distributions (RMD) rule (i.e., excise tax penalty applies if distributions are not taken), and evidence of current receipt of the required minimum distribution amount is obtained, history of receipt is not required for the income to be considered stable. Due to the multiple variables inherent with distributions from retirement accounts, including, but not limited to, fixed and fluctuating income amounts, the history of receipt necessary to justify a stable monthly qualifying income amount may vary. This may include a range of history from zero to 24 months, depending upon the individual circumstances. As with all income, the Seller must determine that the source and amount of the income are stable. Factors that the Seller must consider when determining that the income used to qualify the Borrower is stable, and when determining the history of receipt necessary to justify a stable monthly qualifying income amount include, but are not limited to the following: ■ Frequency and regularity of receipt of the distributions	type, distribution frequency, distribution amounts and history of receipt (as applicable), and ■ Bank statement(s) or other equivalent documentation evidencing current receipt (as applicable), and ■ Evidence of sufficient assets to support the qualifying income If the retirement distributions are not scheduled monthly payments (e.g., annual, semi-annual, quarterly), the most recent distribution verified through a retirement account statement, 1099 and/or other equivalent documentation, as applicable, is sufficient in lieu of current receipt; however, verification of receipt of multiple distributions may be necessary to determine frequency of distributions, history of receipt and amount of stable monthly qualifying income.

Income type	Stable monthly income requirements	Documentation requirements
		Streamlined Accept and Standard Documentation Levels
	▪ Length of time the distributions have been taken and whether or not they establish a stable pattern of receipt over a given period of time. For example, consider whether or not the distributions are fixed amounts occurring with regular frequency or are fluctuating amounts occurring with or without regular frequency. For fixed amounts occurring with regular frequency, a lesser history of receipt may be needed in order to determine the amount and stability of the qualifying income than would be needed for fluctuating amounts. For fluctuating amounts, it may be necessary to obtain a longer history of receipt in order to determine the amount and stability of the qualifying income while taking into consideration whether or not the overall payments are similar when viewed year over year or with another similar measure, such as quarter over quarter. ▪ Rules governing distributions (e.g., IRS rules governing exceptions to early withdrawal penalties and Required Minimum Distributions (RMD), employer retirement plan rules and designs governing scheduled distribution terms). Certain rules may provide support for the frequency and regularity of receipt as well as continued receipt, thereby enabling a lesser amount of history to justify a stable monthly	

Income type	Stable monthly income requirements	Documentation requirements
		Streamlined Accept and Standard Documentation Levels
	qualifying income amount. Sufficient assets remaining after closing must be documented to support continuance of the retirement account distributions as income for at least the next three years. A written rationale explaining the analysis used to determine the qualifying income must be provided, regardless of the underwriting path.	
Survivor and dependent benefit income	Survivor and dependent benefit income may be considered qualifying income if the Mortgage file contains evidence of the type of survivor and/or dependent benefit income (e.g., Social Security Survivor benefits, Survivors' Department of Veterans Affairs (VA) benefits, other similar benefits), source, pre-determined payment amount, payment frequency and current receipt. A history of receipt is not required for the income to be considered stable. If the survivor and/or dependent benefit income is newly established, verification of current receipt is not required; however, the finalized terms of the new income must be documented with the benefit verification letter, notice of award letter or other equivalent documentation from the payor that provides and establishes these terms. The terms that must be verified include, but are not limited to, the	For existing and established sources of survivor and/or dependent benefit income: ■ Document income type, source, payment frequency and pre-determined payment amount with a benefit verification letter, award letter, 1099 or other equivalent documentation. Age of documentation requirements as described in Section 5102.4 do not have to be met. ■ Document current receipt with a bank statement, benefit verification letter, notice of award letter or other equivalent documentation. Age of documentation requirements as described in Section 5102.4 must be met. **or** For newly established sources of survivor and/or dependent benefit income: ■ Document the finalized terms of the newly established

Income type	Stable monthly income requirements	Documentation requirements Streamlined Accept and Standard Documentation Levels
	source, type, effective date of income commencement, payment frequency and pre-determined payment amount that will commence prior to or on the first Mortgage payment due date. The documentation must be dated no more than 120 days prior to the Note Date. All survivor and dependent benefit income must be likely to continue for at least the next three years.	income including, but not limited to, the source, type, effective date of income commencement, payment frequency and pre-determined payment amount with the benefit verification letter, notice of award letter or other equivalent documentation from the payor that provides and establishes these terms. The income must commence prior to or on the first Mortgage payment due date. The documentation must be dated no more than 120 days prior to the Note Date. Verification of current receipt is not required.
Long-term disability income	Long-term disability income (e.g., Social Security disability benefits, VA disability compensation, worker's compensation, private disability insurance) may be considered qualifying income that has a reasonable expectation of continuance unless there is a pre-determined insurance and/or benefit expiration date that is less than three years (e.g., stated termination of a private disability insurance policy). Pending or current re-evaluation of medical eligibility for insurance and/or benefit payments is not considered an indication that the insurance and/or benefit payment will not continue. Evidence of the source, insurance and/or benefit type, pre-determined payment amount, payment frequency and current receipt must be obtained. A history of receipt is not required for the income to be considered stable.	For existing and established sources of long-term disability income: ■ Document income type, source, payment frequency and pre-determined payment amount with a benefit verification letter, award letter, pay statement, 1099, W-2 or other equivalent documentation. Age of documentation requirements as described in Section 5102.4 do not have to be met. ■ Document current receipt with a bank statement, pay statement, benefit verification letter, notice of award letter or other equivalent documentation. Age of documentation requirements as described in Section 5102.4 must be met. **or** For newly established sources of long-term disability

Income type	Stable monthly income requirements	Documentation requirements
		Streamlined Accept and Standard Documentation Levels
	If the long-term disability income is newly established, verification of current receipt is not required; however, the finalized terms of the new income must be documented with the benefit verification letter, notice of award letter or other equivalent documentation from the payor that provides and establishes these terms. The terms that must be verified include, but are not limited to, the source, type, effective date of income commencement, payment frequency and pre-determined payment amount that will commence prior to or on the first Mortgage payment due date. The documentation must be dated no more than 120 days prior to the Note Date.	income: ■ Document the finalized terms of the newly established income including, but not limited to, the source, type, effective date of income commencement, payment frequency and pre-determined payment amount with the benefit verification letter, notice of award letter or other equivalent documentation from the payor that provides and establishes these terms. The income must commence prior to or on the first Mortgage payment due date. The documentation must be dated no more than 120 days prior to the Note Date. Verification of current receipt is not required. If the disability policy has a pre-determined expiration date (e.g., certain disability policies provided by employers, private insurers), obtain a copy of the certificate of coverage, or other equivalent documentation evidencing the policy term.
Social Security Supplemental Security Income	Social Security Supplemental Security Income (SSI) may be considered as qualifying income that has a reasonable expectation of continuance unless there is evidence that the benefits will not continue. Pending or current re-evaluation of medical eligibility for benefit payments is not considered an indication that the insurance and/or benefit payment will not continue. Evidence of the source, benefit type, pre-determined	For existing and established Social Security Supplemental Security Income benefits: ■ Document source, benefit type, payment frequency and pre-determined payment amount with a benefit verification letter, award letter, 1099 or other equivalent documentation. Age of documentation requirements as described in Section 5102.4 do not have to be met. ■ Document current receipt with a bank statement,

Income type	Stable monthly income requirements	Documentation requirements
		Streamlined Accept and Standard Documentation Levels
	payment amount, payment frequency and current receipt must be obtained. A history of receipt is not required for the income to be considered stable. If the SSI benefits income is newly established, verification of current receipt is not required; however, the finalized terms of the new income must be documented with the benefit verification letter, notice of award letter or other equivalent documentation from the payor that provides and establishes these terms. The terms that must be verified include, but are not limited to, the source, benefit type, effective date of income commencement, payment frequency and pre-determined payment amount that will commence prior to or on the first Mortgage payment due date. The documentation must be dated no more than 120 days prior to the Note Date.	benefit verification letter, notice of award letter or other equivalent documentation. Age of documentation requirements as described in Section 5102.4 must be met. or For newly established SSI benefits: ■ Document the finalized terms of the newly established income including, but not limited to, the source, benefit type, effective date of income commencement, payment frequency and pre-determined payment amount with the benefit verification letter, notice of award letter or other equivalent documentation from the payor that provides and establishes these terms. The income must commence prior to or on the first Mortgage payment due date. The documentation must be dated no more than 120 days prior to the Note Date. Verification of current receipt is not required.
Public assistance income	Public assistance income (e.g., Temporary Assistance for Needy Families (TANF)) may be considered qualifying income if the Mortgage file contains evidence of the source, benefit type, payment frequency, amount, duration of benefit eligibility and current receipt. A history of receipt is not required for the income to be considered stable. If the public assistance income is newly established, verification of current receipt is not required;	For existing and established sources of public assistance benefits: ■ Document income source, benefit type, payment frequency, pre-determined payment amount and duration of benefit eligibility with a benefit verification letter or other equivalent documentation from applicable agency. Age of documentation requirements as described in Section 5102.4 do not have to be met.

Income type	Stable monthly income requirements	Documentation requirements
		Streamlined Accept and Standard Documentation Levels
	however, the finalized terms of the new income must be documented with the benefit verification letter or other equivalent documentation from the applicable agency that provides and establishes these terms. The terms that must be verified include, but are not limited to, the source, benefit type, duration of benefit eligibility, effective date of income commencement, payment frequency and pre-determined payment amount that will commence prior to or on the first Mortgage payment due date. The documentation must be dated no more than 120 days prior to the Note Date. All public assistance income must be likely to continue for the next three years.	■ Document current receipt with a bank statement, benefit verification letter from applicable agency or other equivalent documentation. Age of documentation requirements as described in Section 5102.4 must be met. or For newly established sources of public assistance benefits: ■ Document the finalized terms of the newly established income including, but not limited to, the source, benefit type, duration of benefit eligibility, effective date of income commencement, payment frequency and pre-determined payment amount with the benefit verification letter or other equivalent documentation from the applicable agency that provides and establishes these terms. The income must commence prior to or on the first Mortgage payment due date. The documentation must be dated no more than 120 days prior to the Note Date. Verification of current receipt is not required.
Homeownership Voucher Program	Homeownership Voucher Program payments (formerly referred to as Section 8 homeownership assistance payments) may be considered qualifying income. The payments may not be used to offset the monthly housing payment amount used for qualification. The Seller must provide documentation that shows the monthly payment	Documentation from the public housing agency that issued the homeownership voucher stating the terms including, but not limited to, the source, benefit type, payment frequency, payment amount and duration of the term limit for assistance.

Income type	Stable monthly income requirements	Documentation requirements
		Streamlined Accept and Standard Documentation Levels
	amount and terms of the income received from the public housing agency that issued the voucher. The Homeownership Voucher Program assistance term limit must have a remaining term of at least three years.	
Foster-care income	Foster-care income may be considered qualifying income if the income is received from a state- or county-sponsored organization and the Borrower has a two-year history of providing foster-care services. Foster care income must be likely to continue for at least the next three years.	Proof of receipt of foster-care income for the most recent two-year period.
Alimony, child support or separate maintenance payments	Income from alimony, child support or separate maintenance payments may be considered qualifying income if the documentation shows that the payor was obligated to make payments to the Borrower for the most recent six months and is obligated to make payment to the Borrower for at least the next three years. Evidence that the payments have been received for the most recent six months is required. If the payor has been obligated to make payments for less than six months, if the payments are not for the full amount or are not received on a consistent basis, the income must not be considered for qualifying.	■ Proof of receipt of the total court ordered amount for the most recent six months, and ■ Copy of the signed court order documenting the payor's obligation for the previous six months and the duration of the obligation, and ■ For child support income, proof of the ages of the children for which child support is received
Housing or parsonage	A non-military housing or parsonage allowance may be considered qualifying income if the	Provide a written verification of employment (VOE), a letter from the employer or paystubs reflecting the amount

Income type	Stable monthly income requirements	Documentation requirements
		Streamlined Accept and Standard Documentation Levels
allowance	documentation shows that the income has been received for the most recent 12 months and the allowance is likely to continue for at least the next three years. The housing allowance may not be used to offset the monthly housing payment.	of the housing or parsonage allowance and the terms under which it is paid. Provide proof of 12 months receipt of the housing allowance.
Mortgage Credit Certificates (MCCs)	The amount of the MCC tax credit may be considered as qualifying income in accordance with the following requirements: ■ The amount used as qualifying income must be calculated as follows: (Mortgage amount) x (Note Rate) x (Mortgage Credit Certificate rate %) divided by 12 ■ The amount used as qualifying income cannot exceed the maximum Mortgage interest credit permitted by the IRS ■ The Mortgage file must contain a copy of the: **(i)** MCC **(ii)** The Seller's calculation of the amount used as qualifying income A history of receipt of MCC tax credit is not required.	A copy of the MCC
Tax-exempt	The Seller may gross up all tax-exempt income provided such income is likely to continue to remain	Provide the most recent complete federal individual income tax return or other documentation evidencing that

Income type	Stable monthly income requirements	Documentation requirements
		Streamlined Accept and Standard Documentation Levels
income	untaxed into the foreseeable future. The Seller must provide documentation such as, but not limited to, tax returns, in the Mortgage file to verify that the income is not taxable in order to "gross up" the tax-exempt income for qualifying. If the Seller is not able to provide documentation to evidence that the income is not taxable, the Seller cannot "gross up" the tax-exempt income for qualifying. To gross up tax-exempt income, the Seller may use either 25% or the current federal and state income tax withholding tables to determine an amount which can be prudently employed to adjust or "gross up" the Borrower's actual income.	the income, or a portion of the income, is nontaxable.

Chapter 5306: Rental income

5306.1: Rental income (03/02/16)

General requirements

Rental income may be used to qualify the Borrower, provided the requirements of this section and the documentation requirements contained in Sections 5102.3 and 5102.4, and Chapter 5302 are met. Rental income may be generated from:

- A subject 1-unit Primary Residence
- A subject 2- to 4-unit Primary Residence
- A subject 1- to 4-unit Investment Property
- Investment property owned by the Borrower other than the subject property

Whenever rental income is to be used, reasonable adjustments to gross rental income must be made to compensate for vacancies, operating and maintenance expenses and rental income received for furniture.

If the Borrower owned a rental property during the previous tax year, the Borrower's federal individual income tax returns must be obtained to determine the net rental income or loss for qualifying. In some instances, the income reported on the Borrower's federal individual income tax returns may not reflect the property's current rental value (i.e., the tax returns show large one-time expenses or the property was under renovation). In these instances, federal individual income tax returns must be obtained; however, Form 998, Operating Income Statement, may be used to determine rental income. The Seller must explain the reasons for not using the income or loss from the federal individual income tax returns to determine rental income, in the Mortgage file.

Topic	Eligibility and documentation requirements
Rental income from the subject 1-unit Primary Residence	Rental income generated from a Borrower's 1-unit Primary Residence may be used to qualify a Borrower with a disability if the rental income is from a live-in aide. Typically, a live-in aide will receive room and board payments through Medicaid waiver funds from which rental payments are made to the Borrower. This income source may be considered stable monthly income if: ■ The Borrower has received rental payments from a live-in aide for the past 12 months on a regular basis, and

Topic	Eligibility and documentation requirements
	■ The live-in aide plans to continue to reside with the Borrower for the foreseeable future The rental income may be considered in an amount up to 30% of the total gross income that is used to qualify the Borrower for the Mortgage. Rental income generated from the Borrower's second home or 1-unit Primary Residence other than as provided for above is not considered stable monthly income and may not be used to qualify the Borrower unless the rental income complies with Section 4501.9 for Home Possible® Mortgages.
Rental income from the subject 2- to 4-unit Primary Residence	Rental income from unit(s) in the Borrower's 2- to 4-unit Primary Residence that are not occupied by the Borrower may be used to qualify the Borrower. If rental income from the subject 2- to 4-unit Primary Residence is being used to qualify the Borrower, the following requirements apply: ■ The Seller must obtain and use Form 998 unless the subject property has been owned for at least one year and is reported on Schedule E of the Borrower's prior year federal individual income tax return. If income from the subject property is reported on the Borrower's federal individual income tax returns the Seller must use Schedule E to determine the net rental income. If Form 998 is used to determine rental income, it must be completed up to the Monthly Operating Income (MOI) reconciliation. ■ The Seller must substantiate the rental income using the income approach on the appraisal and copies of the present lease(s), if applicable, must support the rental income used to qualify the Borrower The Form 998 is not required if rental income from the subject property is not considered in qualifying the Borrower. Regardless of whether rental income is used in qualifying the Borrower, the ULDD Data Point *Property Dwelling Unit Eligible Rent Amount* for each non-owner occupied unit in a 2- to 4-unit Primary Residence must be delivered. MOI from the Form 998 or net rental income from Schedule E is entered under "Gross Monthly Income" in Section V of the Form 65, Uniform Residential Loan Application, and may be considered as stable monthly income (Section 5301.1) in qualifying the Borrower, provided the Borrower meets the reserve

Topic	Eligibility and documentation requirements
	requirement. If MOI or net rental income from Schedule E is a negative number, it must be included as a liability for qualification purposes.
Rental income from the subject 1- to 4-unit Investment Property	If the Borrower qualifies with the full monthly payment amount (as described in Section 5401.2) plus operating expenses for the subject Investment Property included in the Borrower's monthly debt payment-to-income ratio, no further evaluation or calculation of rental income from the subject property is required and Form 998 is not required. The Seller must deliver the ULDD Data Point *Property Dwelling Unit Eligible Rent Amount* for each 1-unit Investment Property and each unit in a 2- to 4-unit Investment Property regardless of whether rental income from the subject Investment Property is being used to qualify the Borrower. If rental income from the subject Investment Property is to be considered in qualifying the Borrower, the following requirements apply: ■ The Seller must obtain and use Form 998 unless the subject property has been owned for at least one year and is reported on the Schedule E of the Borrower's prior year federal individual income tax return. If income from the subject property is reported on the Borrower's federal individual income tax returns, the Seller must use Schedule E to determine the net rental income. If Form 998 is used, it must be completed up to the MOI reconciliation. ■ The income approach on the appraisal and copies of the present leases, if applicable, must support the rental income used to qualify the Borrower If the Net Cash Flow shown on the Form 998 or net rental income from Schedule E of the Borrower's tax returns is a positive number, that figure may be entered as rental income in the "Gross Monthly Income" section of Form 65 and may be considered stable monthly income. If the Net Cash Flow shown on the Form 998 or net rental income from Schedule E of the Borrower's tax returns is a negative number, it must be included as a liability for qualification purposes.

Topic	Eligibility and documentation requirements
Rental income from investment property owned by the Borrower other than the subject property	Rental income from investment properties that are owned by the Borrower, other than the subject property, must be shown in the "Schedule of Real Estate Owned" in Section VI of Form 65. When rental income from other investment properties owned by the Borrower in the previous tax year is reported on the Borrower's federal individual income tax returns, the Seller must use Schedule E of the Borrower's tax returns to determine the net rental income. Signed leases may be used to determine the net rental income for an investment property not owned during the previous tax year. Additionally, signed leases may be used to substantiate gross rents that are higher than the rental income documented on the tax returns; however, no more than 75% of the gross rental income from the signed leases may be used, unless the prior two years' federal individual income tax returns clearly support the use of a higher percentage. The aggregate net rental loss must be considered a liability for qualification purposes. Aggregate net rental income may be counted as stable monthly income, provided the reliability of receipt is clearly supported by the documentation in the file.

Chapter 5307: Asset qualification sources

5307.1: Assets as a basis for Mortgage qualification (03/02/16)

The assets described in this Section 5307.1 may be used to qualify the Borrower for the Mortgage, provided that, regardless of the underwriting path of the Mortgage, the requirements of this section are met. The Borrower must not currently be using the eligible assets as a source of income.

(a) Mortgage eligibility requirements

The assets described in this Section 5307.1 may only be used to qualify the Borrower if the Mortgage meets all of the following requirements:

- The Mortgage is secured by a 1-unit Primary Residence or second home
- The Mortgage is either a purchase transaction Mortgage, "no cash-out" refinance Mortgage, or Freddie Mac Relief Refinance Mortgage℠
- The Mortgage has a maximum loan-to-value (LTV)/total LTV (TLTV)/Home Equity Line of Credit (HELOC) TLTV (HTLTV) ratio of 70%

(b) Asset calculation for Mortgage qualification

Seller may use 70% of the balance of the eligible asset less any funds required to complete the transaction (e.g., downpayment, Closing Costs, Financing Costs, Prepaids/Escrows), divided by 360 months, regardless of loan term or account balance, to qualify the Borrower for the Mortgage.

(c) Asset eligibility and documentation requirements

The assets described below may be used to qualify the Borrower for the Mortgage, provided that the assets meet the following requirements:

Asset type	Asset eligibility requirements	Streamlined Accept and Standard Documentation requirements
Retirement Assets	■ The retirement assets must be in a retirement account recognized by the Internal Revenue Service (IRS) (e.g., 401(k), IRA) ■ Borrower(s) must be the sole owner ■ The account must be immediately accessible in its entirety ■ Account funds must not be subject to a penalty ■ The Borrower's rights to the funds in the account must be fully vested	■ Most recent retirement asset account statement(s) ■ Satisfactorily documented evidence of the following: ❑ Borrower(s) must be the sole owner of the account ❑ Retirement asset account is a retirement account recognized by the IRS ❑ 100% of balance is fully vested and immediately accessible ❑ Account is not subject to a penalty

Asset type	Asset eligibility requirements	Streamlined Accept and Standard Documentation requirements
Lump-sum distribution funds not deposited to an eligible retirement asset	If the lump-sum distribution funds have been deposited to an eligible retirement asset, follow the requirements for retirement assets described above. ■ Lump-sum distribution funds must be derived from a retirement account recognized by the IRS (e.g., 401(k), IRA) and must be deposited to a non-retirement brokerage or depository account ■ A Borrower must have been the recipient of the lump-sum distribution funds ■ Parties not obligated on the Mortgage may not have an ownership interest in the account that holds the funds from the lump-sum distribution ■ The proceeds from the lump-sum distribution must be immediately accessible in their entirety ■ The proceeds from the lump-sum distribution must not have been or currently be subject to a penalty	■ Most recent three months personal depository or brokerage account statements ■ Employer distribution letter(s) and/or check-stub(s) evidencing receipt and type of lump-sum distribution funds; IRS 1099-R (if it has been received) ■ Satisfactorily documented evidence of the following: ❑ Funds verified in the non-retirement account and used for Mortgage qualification must have been derived from eligible retirement assets ❑ Lump-sum distribution funds must not have been or currently be subject to a penalty

Asset type	Asset eligibility requirements	Streamlined Accept and Standard Documentation requirements
Assets from the sale of the Borrower's business	■ The Borrower(s) must be the sole owner(s) of the proceeds from the sale of the business that were deposited to the non-retirement brokerage or depository account ■ Parties not obligated on the Mortgage may not have an ownership interest in the account that holds the proceeds from the sale of the Borrower's business ■ The proceeds from the sale of the business must be immediately accessible in their entirety ■ The sale of the business must not have resulted in the following: retention of business assets, existing secured or unsecured debt, ownership interest or seller-held notes to buyer of business	■ Most recent three months personal depository or brokerage account statements ■ Fully executed closing documents evidencing final sale of business to include sales price and net proceeds ■ Contract for sale of business ■ Most recent business tax return prior to sale of business ■ Satisfactorily documented evidence of the following: ❑ Funds verified in the non-retirement account and used for Mortgage qualification must have been derived from the sale of the Borrower's business

Chapter 5401: Evaluation of Monthly Obligations

5401.1: Monthly housing expense-to-income ratio (03/02/16)

The monthly housing expense is the sum of the following monthly charges on the Borrower's Primary Residence:

- Principal and interest payments on the Mortgage
- Property hazard insurance premiums
- Real estate taxes
- When applicable:
  - Mortgage insurance premiums
  - Leasehold payments
  - Homeowners association dues (excluding unit utility charges)
  - Payments on secondary financing

Loan Prospector® calculates and assesses the Borrower's qualifying ratios based on input from the Seller. For Accept Mortgages and A-minus Mortgages, Loan Prospector has determined that the Borrower's qualifying ratios are acceptable.

For Manually Underwritten Mortgages, the Seller must evaluate the Borrower's ability to pay the monthly housing expense and other obligations. As a guideline, the monthly housing expense-to-income ratio should not be greater than 25% to 28% of the Borrower's stable monthly income. The Borrower may exceed the monthly housing expense-to-income ratio and monthly debt payment-to-income ratio only on an exception basis with an offset documented in the Mortgage file.

Examples of conditions that might support the use of higher monthly payment ratios are found in Section 5401.2. Generally, however, more flexibility is appropriate for the monthly housing expense-to-income ratio than for the monthly debt payment-to-income ratio. Less flexibility is appropriate for situations involving additional layers of risk, such as ARMs, a marginal credit reputation, minimal reserves or maximum financing.

For any Manually Underwritten Mortgage for which either of the ratio guidelines is exceeded, the Seller must prepare and retain in the Mortgage file a written explanation justifying its underwriting decision.

If the property is energy-efficient or contains energy-efficient items (see Section 5601.12(p)), higher housing expense-to-income ratio and debt payment-to-income ratio may be appropriate. In its underwriting analysis, the Seller should consider the impact utility charges have on the Borrower's ability to meet the monthly housing expense and properly maintain the property. An energy-efficient property results in lower utility charges, allowing the owner to apply more income to housing expense. If higher ratios are used, the Seller must provide in the Mortgage file the calculation and source documentation used to derive the dollar offset allowed due to lower utility charges. Source documentation may be:

- The appraisal report indicating the energy efficiency of the property, or
- An established home energy rating system (HERS)

See Section 5103.1 for special requirements when a non-occupying Borrower is present.

See Section 4201.15(b) for special underwriting requirements for second home Mortgages.

See Section 4201.16(b) for special underwriting requirements for Investment Property Mortgages.

See Section 4204.4 for special requirements for Mortgages with temporary subsidy buydown plans.

See Section 4401.8 for special underwriting requirements for ARMs.

5401.2: Monthly debt payment-to-income ratio (03/02/16)

(a) Liabilities included in the monthly debt payment-to-income ratio

The monthly debt payment is the sum of the monthly charges for the following liabilities:

1. **Monthly housing expense** (see Section 5401.1)

2. **Payments on all installment debts** with more than 10 months of payments remaining, including debts that are in a period of either deferment or forbearance.

   Examples of installment debts with deferred payments include:

   - Debts on furniture, household items and automobiles on which the initial payment is delayed for a period of time as part of a promotional campaign by the merchant

- Student loans on which the repayment period has not yet started because the Borrower is still in school or payment has been suspended for a period of time with the approval of the creditor

When a monthly payment on an installment debt is not reported on the credit report or is listed as deferred, the Seller must obtain documentation verifying the monthly payment amount included in the monthly debt payment-to-income ratio. If no monthly payment is reported on a student loan that is deferred or is in forbearance, and there is no documentation in the Mortgage file indicating the proposed monthly payment amount (e.g., the loan verification letter), 1% of the outstanding balance will be considered to be the monthly amount for qualifying purposes.

Examples of documentation of the required payment amount include:

- A direct verification obtained from the creditor
- A copy of the installment loan agreement obtained from the Borrower, or
- If payments are currently deferred, the payment amount that will be required once the deferment or forbearance period has ended, as stated in a copy of a financial institution's student loan certification or the installment loan agreement

Payments on installment debts secured by financial assets in which repayment may be obtained by liquidating the asset, may be excluded from the monthly debt payment-to-income ratio for qualifying purposes, regardless of the payment amount or number of payments remaining. The loan secured by the financial asset must have been made by a financial institution. The Seller may only consider the assets in the account that exceed the loan balance to be available to the Borrower as Borrower Funds. See Chapter 5501 for more information.

3. **Alimony, child support or maintenance** payments with more than 10 months of payments remaining

4. **Monthly payments on revolving or open-end accounts**, regardless of the balance. In the absence of a monthly payment on the credit report, and if there is no documentation in the Mortgage file indicating the monthly payment amount, 5% of the outstanding balance will be considered to be the required monthly payment amount. Monthly payments on open-end accounts (accounts which require the balance to be paid in full monthly) are not required to be included in the monthly debt payment if the Borrower has sufficient verified funds to pay off the outstanding account balance. The funds must be in addition to any funds required for down payment, Closing Costs, Financing Costs, Prepaids/Escrows or reserves, as applicable.

5. **Car lease payments**, regardless of the number of payments remaining

6. **Aggregate net rental loss from all Investment Properties owned**

7. **Monthly payment amounts for other properties**, including principal and interest on the First Lien and any secondary financing, taxes and insurance and, when applicable, mortgage insurance premiums, leasehold payments, homeowners association dues (excluding unit utility charges)

   If the Borrower's current Primary Residence is pending sale and the sale will not close before the Note Date of the Mortgage, or for Construction Conversion and Renovation Mortgages, the Effective Date of Permanent Financing, the monthly payment amount for the property pending sale may be excluded from the monthly debt payment-to-income ratio if the Mortgage file contains:

   - An executed sales contract for the property pending sale. If the executed sales contract includes a financing contingency, the Mortgage file must also contain evidence that the financing contingency has been cleared or a lender's commitment to the buyer of the property pending sale;

   OR

   - An executed buyout agreement that is part of an employer relocation plan where the employer/relocation company takes responsibility for the outstanding Mortgage(s)

The Borrower's liabilities must be reflected on the Mortgage application (Form 65, Uniform Residential Loan Application) and considered when qualifying the Borrower. Sellers must review the Mortgage application, credit report, Borrower's paystubs (if provided) and other file documentation for Borrower liabilities. All of the Borrower's debts incurred through the Note Date must be considered when qualifying the Borrower.

If the Borrower pays off or pays down existing debts in order to qualify for the Mortgage, the Seller must document the payoff or pay down of the debts and the source of the funds used in the Mortgage file.

(b) Liabilities that may be excluded from the monthly debt payment-to-income ratio

(i) Contingent liabilities

For Loan Prospector® Mortgages and Non-Loan Prospector Mortgages, if the Borrower is a cosigner/guarantor on a debt (which includes Mortgage debt) for another person, the Seller must determine who actually makes the payments on the debt when deciding whether the contingent liability needs to be included in debts submitted to Loan Prospector or considered by the Seller when manually qualifying the Borrower.

The Seller must obtain evidence that timely payments are being made by someone other than the Borrower and document that someone other than the Borrower makes the payments by obtaining copies of canceled checks or a statement from the lender. The Seller may document that timely payments are being made through a reference on the

Borrower's credit report or by obtaining a payment reference from the lender. If someone other than the Borrower has been making the payments for the most recent 12 months and the payments have been timely for the most recent 12 months, the contingent liability may be excluded.

If the payments on the contingent liability have not been timely over the most recent 12 months or if the Seller is unable to document that someone other than the Borrower made the payments for the most recent 12 months, the liability must be included in the data submitted to Loan Prospector or, when manually underwriting, included in the monthly debt payment-to-income ratio.

If the Borrower is listed as the Borrower on a Mortgage that has been assumed by another, the Seller must obtain a copy of the documents transferring the property and any assumption agreement executed by the transferee. As long as the Borrower no longer owns the property, the contingent liability may be disregarded, without having to document the most recent 12 months' payment history.

The contingent liability (on a secured debt or Mortgage) may also be disregarded and the documentation of the most recent 12 months' payment history is not required, if the obligation to make the payments on a debt of the Borrower:

- Has been assigned to another by court order, such as a divorce decree, and
- The Seller documents the order (provides appropriate pages from the separation agreement or divorce decree) and documents the transfer of title

(ii) Self-employed Borrower's debt paid by the Borrower's business

When a self-employed Borrower is obligated on a debt that has been paid by the Borrower's business for 12 months or longer, the monthly payment for the debt may be excluded from the monthly debt payment-to-income ratio if the following requirements are met:

- The Mortgage file contains evidence that the debt has been paid timely by the Borrower's business for no less than the most recent 12 months, and
- The tax returns evidence that business expenses associated with the debt (e.g., interest, lease payments, taxes, insurance) have been reported and support that the debt has been paid by the business

(c) Evaluating debt ratios

Loan Prospector calculates and evaluates the Borrower's qualifying ratios. For Accept Mortgages and A-minus Mortgages, Loan Prospector has determined that the Borrower's qualifying ratios are acceptable.

For Manually Underwritten Mortgages, the Seller must evaluate the Borrower's ability to pay the monthly housing expense and other obligations. When the Borrower's monthly debt payment to income ratio exceeds 45%, the loan is ineligible for sale to Freddie Mac. As a guideline, the monthly debt payment-to-income ratio should not be greater than 33% to 36% of the Borrower's stable monthly income.

When the Borrower's monthly debt payment-to-income ratio exceeds 36%, the Seller must document in the file the justification for the higher qualifying ratio.

Except in rare circumstances, the Borrower's debt-to-income ratio should not exceed 36% for the following Mortgages:

- Cash-out refinance Mortgages
- Investment Property Mortgages
- Mortgages secured by second homes
- Mortgages secured by 2- to 4-unit properties
- Mortgages where there is evidence that the Borrower increases debt and then periodically uses refinance or debt consolidation loans to reduce payments to a manageable level

The following factors may be considered in justifying a debt payment-to-income ratio that exceeds 36% but is not greater than 45%:

- The Mortgage is secured by an energy efficient property, as described in Section 5401.1
- The Borrower's probability for increased earnings based on education, job training or time employed or practiced in a profession
- Documented rent paid by Related Persons living in the house
- The Borrower demonstrated ability to carry a higher housing expense or higher debt level while maintaining a good credit history for at least 12 months
- The existence of verified income that is not included within the definition of "stable monthly income" in Section 5301.1 when there is an expectation that future expenses will be lower (such as child-support income that is scheduled to cease in one year when a child becomes an adult. In this case, the expectation would be that either future household expenses will be lower or that additional income will be provided by the new adult.)

In addition, the examples listed below may be used to justify higher qualifying ratios for Non-Loan Prospector Mortgages. These examples may not be used to justify higher

qualifying ratios for Caution Mortgages because they have already been considered by Loan Prospector.

1. The Borrower's verified liquid assets are substantial enough to evidence an ability to repay the Mortgage regardless of income

2. A down payment on the purchase of the property of at least 25%

3. The Borrower's strong Credit Score (for example, a 740 or higher Fair Isaac Corporation (FICO™) score) and the Seller's confirmation that the Borrower's credit reputation is excellent

For any Manually Underwritten Mortgage for which either of the ratio guidelines is exceeded, the Seller must prepare and retain in the Mortgage file a written explanation justifying its underwriting decision.

See Section 5103.1 for special requirements when a non-occupying Borrower is present.

Chapter 5501: Assets (Borrower Funds and Reserves)

5501.1: Required Borrower Funds (03/02/16)

Borrower Funds are all funds paid by the Borrower in connection with the property purchase or Mortgage financing. Borrower Funds must be from Borrower Personal Funds or Other Borrower Funds as outlined in this chapter.

The Seller must verify sufficient Borrower Funds, including:

- Down payment (including an earnest money deposit)
- Prepaids/Escrow items, if paid by the Borrower
- Closing Costs, if paid by the Borrower
- Financing Costs, if paid by the Borrower

When someone other than the Borrower is paying any of the items listed above, the file must contain documentation showing the amount being paid and who paid it. If the payments are made by an interested party to the transaction or funds from Premium Financing are being used, the requirements of Section 4204.3 must be met.

See Section 5304.1 for additional information and requirements if business assets are used for the down payment or Closing Costs, Financing Costs and Prepaids/Escrows.

Proof of liquidation may be required for an asset that is used for the down payment, Closing Costs, Financing Costs and Prepaids/Escrows. See Sections 5102.3, 5102.4 and 5501.3 and Chapters 5302 through 5307 for documentation requirements.

Earnest money deposit

When verifying an earnest money deposit for a purchase transaction Mortgage, the Seller must determine that the source of the cash deposit is an eligible source of Borrower Funds and must document the source in accordance with the requirements for the applicable asset type, as stated in Section 5501.3.

Care should be taken to make sure that the earnest money deposit is not counted twice in the evaluation of the Mortgage (i.e., deducted from the funds to close and counted in assets).

5501.2: Reserves (03/02/16)

Reserves are eligible assets, as described in Section 5501.3, remaining after the Mortgage closing. Reserves are measured by the number of months of the monthly payment amount for the property. The monthly payment amount is the sum of the following monthly charges:

- Principal and interest payments on the Mortgage
- Property hazard insurance premiums
- Real estate taxes
- When applicable:
  - Mortgage insurance premiums
  - Leasehold payments
  - Homeowners association dues (excluding unit utility charges)
  - Payments on secondary financing

When calculating reserves for the subject property, the principal and interest payment of the monthly payment amount must be based, at a minimum, on the Note Rate. When calculating reserves for other properties, the monthly payment amount for the property is the same amount as used in the debt payment-to-income ratio calculation.

The minimum reserves requirements, as described below, must be met.

Minimum required reserves

For Loan Prospector® Mortgages and Manually Underwritten Mortgages, the verified reserves must equal or exceed the following reserves requirements in (a) below. Certain Mortgages also require additional reserves as described in (b) below. The requirements apply to Loan Prospector Mortgages regardless of the Risk Class. For Home Possible® Mortgages, refer to Section 4501.10 for minimum reserves requirements.

(a) Required reserves

Subject property	Required reserves
Primary Residence - 1-unit	None
Primary Residence - 2- to 4-unit	Six months for the subject property
Second home	Two months for the subject property
Investment Property	Six months for the subject property

For Loan Prospector Mortgages, the Seller must verify all reserves required by Loan Prospector, as stated on the Feedback Certificate. The above required reserves are included in the amount of reserves required by Loan Prospector.

(b) Additional required reserves

Second home and Investment Property Mortgages require reserves in addition to the required reserves in (a) above:

Subject property	Additional required reserves
Second home or Investment Property	Two months for each additional second home and/or 1- to 4-unit Investment Property: ■ In which the Borrower has an ownership interest or on which the Borrower is obligated, and ■ That is financed

For Loan Prospector Mortgages, the Seller must determine and verify the additional required reserves stated above in addition to the amount of reserves required to be verified on the Feedback Certificate.

5501.3 Asset eligibility and documentation requirements (03/02/16)

Eligible sources of Borrower Funds and reserves include Borrower Personal Funds and Other Borrower Funds. This section describes eligibility and documentation requirements for these sources of funds.

(a) General documentation requirements

All documentation of Borrower Funds must meet the requirements of this section and Sections 5102.3 and 5102.4. If a portion of the Borrower's funds were to be saved by the Borrower between the date of the loan application and the date of the loan closing, then the Mortgage file documents must show that funds were accumulated and on deposit prior to closing.

(i) Requirements for direct account verifications and asset account statements

Direct account verifications and asset account statements used to verify any depository accounts must meet the following additional requirements:

- Direct account verifications (i.e., verification of deposit form (VOD)) must:
  - Identify the issuing institution or administrator, as applicable

- Identify the account owner(s)
- Identify the account number
- Identify the type of account
- Identify account open date
- Identify the current account balance
- Identify the average balance for the previous two months
- Identify any outstanding loans
- If it is a securities account, identify the stocks/securities
- Include the title, signature and phone number of the depository representative who completed the verification

When using a direct account verification, the Seller must include documentation of the source of funds when an account is opened within 90 days of verification and/or when the current balance in an account is significantly greater than the average balance.

- Asset account statements must:
  - Identify the issuing institution or administrator, as applicable
  - Identify the account owner(s)
  - Identify the account number
  - Show all transactions
  - Show the period covered and ending balance
  - Show any outstanding loans
  - If a securities account, identify the stocks/securities

The following requirements apply when evaluating deposits on the Borrower's account statements:

1. Except as stated below, the Seller is not required to document the sources of unverified deposits for purchase or refinance transactions. However, when qualifying the Borrower, the Seller must consider any liabilities resulting from all borrowed funds.

2. For purchase transactions, the Seller must document the source of funds for any single deposit exceeding 50% of the total monthly qualifying income for the Mortgage if the deposit is needed to meet the requirements for Borrower Funds and/or reserves.

3. When a deposit that is covered by subparagraph 2) above is not documented and is not needed for Borrower Funds and/or required reserves, the Seller must reduce the funds used for qualifying purposes by the amount of the unverified deposit. For Loan Prospector Mortgages, the Seller must enter the reduced amount of the asset into Loan Prospector.

4. When a single deposit consists of both verified and unverified portions, the Seller may use just the unverified portion when determining whether the deposit exceeds the 50% requirement in subparagraph 2) above.

5. When the source of funds can be clearly identified from the deposit information on the account statement (e.g., direct payroll deposits) or other documented income or asset source in the Mortgage file (e.g. tax refund amounts appearing on the tax returns in the file), the Seller is not required to obtain additional documentation.

6. The Seller must document the source of a deposit of any amount regardless of the transaction type if the Seller has any indication that the funds are borrowed or are not from an eligible source under Chapter 5501.

(ii) Third-party asset verifications

Asset verifications obtained through third-party verification service providers are acceptable. The verifications must be received by the originator directly from the third-party verification service provider and must contain the same information as required for direct account verifications or asset account statements above.

However, when the verification is generated electronically and is not completed or provided by a representative of the employer or the depository institution, as applicable, the representative's information is not required.

If any required information is missing, the Seller must obtain additional documentation to supplement the third-party verification. The Seller is responsible for ensuring the accuracy and integrity of the information provided by the third-party verification services.

A legible copy of the verification must be retained in the Mortgage file.

(b) Special requirements for Borrower Personal Funds

For a purchase transaction Mortgage, the Borrower must make the initial down payment from Borrower Personal Funds when specifically required in the Guide.

The eligible asset types for Borrower Personal Funds and the applicable documentation requirements are described in the table below. The eligibility and documentation requirements apply to both Borrower Funds and reserves. Any limitations on the use of an asset type are stated in the table.

For Loan Prospector® Mortgages, the Documentation Level shown on the Feedback Certificate indicates the minimum level of documentation acceptable for a Loan Prospector Mortgage. The Seller must provide the documentation required in this chapter for the Documentation Level returned.

All Manually Underwritten Mortgages must at least be documented according to Standard Documentation.

Asset Type	Borrower Personal Funds Eligibility Requirements	Streamlined Accept Documentation Requirements	Standard Documentation Requirements
1. Depository accounts: Funds on deposit in the Borrower's checking, savings, money market or certificate of deposit account	Funds on deposit in the Borrower's checking, savings, money market or certificate of deposit account.	A depository account statement covering a **one-month** period or a direct account verification (i.e., VOD).	Depository account statements covering a **two-month** period or direct account verification (i.e., VOD).
2. Depository accounts: Stocks, bonds, mutual funds, United States government securities and other securities	Stocks, bonds, mutual funds, United States government securities and other securities that are traded on an exchange or marketplace generally available to the public provided that the value of the funds or securities can be readily verified through financial publications and the security is owned by the Borrower.	A stock or brokerage account statement covering a **one-month** period or a direct account verification (i.e., VOD). If the Borrower does not receive a stock/security account statement, the Seller must: ■ Provide a copy of the stock	A stock or brokerage account statement covering a **two-month** period or a direct account verification (i.e., VOD). If the Borrower does not receive a stock/security account statement, the Seller must: ■ Provide a copy of the stock certificate ■ Provide the

Asset Type	Borrower Personal Funds Eligibility Requirements	Streamlined Accept Documentation Requirements	Standard Documentation Requirements
		certificate ■ Provide the current stock prices from a published source to determine the value See below for when evidence of liquidation is required*	current stock prices from a published source to determine the value See below for when evidence of liquidation is required*
3. Depository accounts: Vested stock options	Vested stock options, that are traded on an exchange or marketplace generally available to the public provided that the value of the funds or securities can be readily verified through financial publications and the security is owned by the Borrower.	An account statement covering a **one-month** period or direct account verification (i.e., VOD) confirming the number of vested shares and current value If the Borrower does not receive a stock/security account statement for the stock options, the Seller must: ■ Provide a statement verifying the number of vested shares owned by the Borrower ■ Provide the current stock price from a published source to	Account statements covering a **two-month** period or direct account verification (i.e., VOD) confirming the number of vested shares and current value If the Borrower does not receive a stock/security account statement for the stock options, the Seller must: ■ Provide a statement verifying the number of vested shares owned by the Borrower ■ Provide the current stock price from a published source to determine the value

Asset Type	Borrower Personal Funds Eligibility Requirements	Streamlined Accept Documentation Requirements	Standard Documentation Requirements
		determine the value See below for when evidence of liquidation is required*	See below for when evidence of liquidation is required*
4. Depository accounts: United States savings bonds	United States savings bonds, owned by the Borrower, used at 100% of face value if mature. If the bonds are not mature, the redeemable value at the time of underwriting must be used.	■ A written statement from a financial institution (or the Seller) confirming that a representative of the financial institution (or the Seller) has seen the bonds, lists the serial numbers of the bond(s), date of maturity, type and amount of bond and that the Borrower is the owner ■ Evidence of the bond values from the appropriate U.S. Treasury Table ■ See below for when evidence of liquidation is required*	
5. Depository accounts: Personal Independent Retirement Account (IRA) and Simplified Employment Pension Plan (SEP)-IRA accounts	Personal IRA and SEP-IRA accounts that are owned by the Borrower.	An account statement covering a **one-month** period or a direct account verification (i.e., VOD). See below for when evidence of liquidation is required*	An account statement covering a **two-month** period or a direct account verification (i.e., VOD). See below for when evidence of liquidation is required*

Asset Type	Borrower Personal Funds Eligibility Requirements	Streamlined Accept Documentation Requirements	Standard Documentation Requirements
6. Depository accounts: 401(k), KEOGH, 403(b) and other IRS-qualified employer retirement plan accounts	401(k), KEOGH, 403(b) and other IRS-qualified employer retirement plan accounts owned by the Borrower, valued at the vested amount of the account less any outstanding loans secured by the account funds.	An account statement covering a **one-month** period or a direct account verification (i.e., VOD) reflecting the vested balance or the percentage vested. See below for when evidence of liquidation is required.* When evidence of liquidation is not obtained, the Mortgage file must include documentation of the terms of the retirement plan showing that the Borrower is permitted to make withdrawals regardless of current employment status in order to use the vested amount of an IRS-qualified employer retirement account for closing or reserves.	An account statement covering a **two-month** period or a direct account verification (i.e., VOD) reflecting the vested balance or the percentage vested. See below for when evidence of liquidation is required.* When evidence of liquidation is not obtained, the Mortgage file must include documentation of the terms of the retirement plan showing that the Borrower is permitted to make withdrawals regardless of current employment status in order to use the vested amount of an IRS-qualified employer retirement account for closing or reserves.

Asset Type	Borrower Personal Funds Eligibility Requirements	Streamlined Accept Documentation Requirements	Standard Documentation Requirements
7. Proceeds of a loan fully secured by the Borrower's assets	Proceeds of a loan fully secured by the Borrower's owned assets	Provide the following: ■ Documentation verifying the value and ownership of the asset used to secure the loan as well as the amount and terms of the loan ■ Evidence of receipt of the loan proceeds	
8. Proceeds from the sale of the Borrower's assets	Proceeds from the sale of the Borrower's assets	**Sale of real property** Proceeds from sale of real property must be verified by: ■ The Settlement/Closing Disclosure Statement – For Mortgages with Application Received Dates prior to October 3, 2015, the Settlement/Closing Disclosure Statement must be signed by the buyer and the seller, or their authorized agents, and/or ■ An executed buy-out agreement that is part of an employer relocation plan takes responsibility for the outstanding Mortgage(s) **Sale of an asset** Proceeds from the sale of an asset other than real property or exchange-traded securities must be verified with: ■ A signed bill of sale documenting the asset and transfer of ownership, and ■ Evidence of receipt of the proceeds	
9. Funds from a trust	Funds disbursed to the Borrower from a trust. The Borrower's portion of undistributed trust funds can be used as	Trust verifications must: ■ Be a typed copy of the trust agreement or a signed statement on letterhead from the trustee that details the information required below ■ Identify the trustee including name,	

Asset Type	Borrower Personal Funds Eligibility Requirements	Streamlined Accept Documentation Requirements	Standard Documentation Requirements
	reserves only.	address, telephone number and an individual contact. The trustee must be an independent party that typically handles trust accounts (trust company, financial institution, CPA, lawyer). ■ Identify the Borrower as the beneficiary ■ Show that the Borrower has access to all or a certain specific amount of the funds ■ Show that the trust has the assets to disburse funds to the Borrower When trust funds are needed for closing, evidence of receipt of the disbursed funds from the trust is required.	
10. Individual Development Account (IDA) – Borrower Contribution and Agency matching funds not subject to Recapture	Funds on deposit in an IDA consisting of the payments made by the Borrower and Agency matching funds that are not subject to Recapture. ■ Any matching funds may be considered Borrower Personal Funds and may be used for the partial or total of the down payment, Closing Costs, Financing Costs and Prepaids/Escrows; and ■ A maximum of a 4-to-1 match by an Agency's funds is	Documentation of the IDA program must verify: ■ If the matching funds are subject to Recapture ■ The ratio of matching funds by the Agency ■ Regular payments made by the Borrower and the matching organization ■ The vested balance or the percentage of vesting	

Asset Type	Borrower Personal Funds Eligibility Requirements	Streamlined Accept Documentation Requirements	Standard Documentation Requirements
	permitted; and ■ The Borrower must satisfy any vesting requirements of the matching IDA program		
11. Community Savings System accounts – Borrower contributions	Funds on deposit in a Community Savings System that are deposited by the Borrower	Community Savings Systems account statements or a direct account verification must identify the nonprofit community organization as the administrator and show all Borrower contributions	
12. Pooled funds	Pooled funds are funds on deposit provided by the Borrower and other member(s) of a group of Related Persons who: ■ Have resided together for at least one year, and ■ Will continue residing together in the new residence, and ■ Are "pooling" their funds to buy a home Funds provided by Related Persons who do not reside with the Borrower are subject to the requirements of the chart in Section 5501.3(c) for gifts.	Provide the following: ■ Evidence that the Borrower and the Related Person have resided together for at least one year ■ Documentation verifying the pooled funds per the requirements for the applicable asset type contained in this chart or the chart in Section 5501.3(c), as applicable ■ A written statement from the Borrower, executed at application attesting: ❑ To the source of pooled funds ❑ To the fact that the pooled funds are not borrowed ❑ To the relationship between the contributing Related Person and the Borrower. (For example, the affidavit might state that the Related Person is the Borrower's uncle or that the Related Person is the cousin of the Borrower's spouse.) ❑ That the Related Person has resided with the Borrower for the	

Asset Type	Borrower Personal Funds Eligibility Requirements	Streamlined Accept Documentation Requirements	Standard Documentation Requirements
		past year and intends to continue residing with the Borrower in the new residence for the foreseeable future The written statement need not be notarized or acknowledged but must be kept in the Mortgage file.	
13. Credit card charges, cash advances or unsecured line of credit used to pay fees associated with the Mortgage application process	The amount charged by a Borrower on a credit card to pay fees associated with the Mortgage application process (e.g., origination fees, commitment fees, lock-in fees, appraisal, credit report and flood certifications), or a cash advance taken by the Borrower on a revolving credit card account or an unsecured line of credit to pay these fees, subject to the following requirements. ■ The maximum amount charged or advanced may not exceed the greater of 2% of the Mortgage amount or $1,500 **and** ■ The Borrower must have sufficient verified funds to pay these	Provide the following: ■ A copy of the account statement or receipt showing the amount charged or advanced; and ■ Verification of sufficient funds to pay the amount charged or advanced if the amount charged or advanced is not included in the monthly debt payment-to-income ratio	

Asset Type	Borrower Personal Funds Eligibility Requirements	Streamlined Accept Documentation Requirements	Standard Documentation Requirements
	fees (in addition to the funds needed for the down payment, Prepaids/Escrows, other Closing Costs, Financing Costs and reserves as required); however, the Borrower is not required to pay off these charges at closing; **or** ■ The amount charged or advanced must be included in the Borrower's total outstanding debt and the repayment of such amount must be included when determining the Borrower's monthly debt payment-to-income ratio as described in Section 5401.2 Refer to Section 6302.30 for instructions on delivering Mortgages where Borrower uses a credit card, cash advance or unsecured line of credit to pay fees associated with the Mortgage application process.		

Asset Type	Borrower Personal Funds Eligibility Requirements	Streamlined Accept Documentation Requirements	Standard Documentation Requirements
14. Cash value of a life insurance policy	Cash value of a life insurance policy (not the face value). The Borrower must be the owner of the policy and not the beneficiary.	Verification of the cash value of a life insurance policy must: ■ Be a computer-generated or typed statement from the insurance company ■ Identify the life insurance company ■ Identify the policy owner(s) ■ Show the period covered and ending cash value ■ Show any outstanding loans ■ When cash value of the life insurance policy is needed for closing, evidence of liquidation is required	
15. Rent credits	The portion of prior rental payments credited toward the purchase price under a documented rental/purchase agreement, not to exceed the difference between the market rent and actual rent paid.	The Mortgage file must contain a copy of the rental/purchase agreement and evidence of rent paid (See Section 5202.2(b)) and evidence of appraiser's determination of the market rent.	
16. Trade equity	The net proceeds of the trade-in of the Borrower's previously-owned residence. The Borrower's equity in the previously owned residence is determined by subtracting any outstanding liens on the previously owned residence, plus any	The Mortgage file must contain appraisal of the Borrower's previously owned residence and a copy of the trade-in contract.	

Asset Type	Borrower Personal Funds Eligibility Requirements	Streamlined Accept Documentation Requirements	Standard Documentation Requirements
	transfer costs, from the lesser of the appraised value of the previously owned residence or its trade-in price as shown in the trade-in contract.		

* When assets that are invested in stocks, bonds, mutual funds, U.S. government securities or other securities are needed for closing, evidence of liquidation is required unless the combined value of the assets is at least 20% greater than the amount from these assets needed for closing.

See Section 4501.10(c) for additional sources of Borrower Personal Funds for Home Possible Mortgages

(c) Special requirements for Other Borrower Funds

The eligible asset types for Other Borrower Funds and the applicable documentation requirements are described in the table below. The eligibility and documentation requirements apply to both Borrower Funds and reserves. Any limitations on the use of an asset type are stated in the table.

For Loan Prospector Mortgages, the Documentation Level shown on the Feedback Certificate indicates the minimum level of documentation acceptable for a Loan Prospector Mortgage. The Seller must provide the documentation required in this chapter for the Documentation Level returned.

All Manually Underwritten Mortgages must at least be documented according to Standard Documentation.

Asset Type	Other Borrower Funds Eligibility Requirements	Streamlined Accept Documentation Requirements	Standard Documentation Requirements
1. Gift or a gift of equity from a Related Person	A gift or gift of equity from a Related Person that does not have to be repaid is an eligible source of Borrower Funds for a Mortgage secured by a Primary Residence or second home, but is not an eligible source of Borrower Funds for an Investment Property Mortgage. In connection with a Mortgage secured by a second home, if a gift from a Related Person is used with a Mortgage with a loan-to-value ratio greater than 80%, the gift is a permitted source of Borrower Funds only if the Borrower has made a down payment of at least 5% from Borrower Personal Funds.	A gift letter signed by the donor is required. Information provided in the gift letter must: ■ State the donor's name and that the funds are given by a Related Person ■ Include the donor's mailing address and telephone number ■ Identify the Mortgaged Premises ■ State the amount of the gift ■ Establish that the funds are a gift that does not have to be repaid If the verifications provided in the Mortgage file do not show evidence that the gift funds have been deposited in the Borrower's account, the Borrower must provide evidence of the transfer of funds from the donor to the Borrower. A gift of equity must be reflected on the Settlement/Closing Disclosure Statement.	

Asset Type	Other Borrower Funds Eligibility Requirements	Streamlined Accept Documentation Requirements	Standard Documentation Requirements
2. Gift or grant from an Agency	A gift or grant from an Agency that does not have to be repaid. The following requirements must be met: ■ The gift or grant is given pursuant to an established program ■ The Agency is not an interested party (as described in Section 4204.3); and ■ The funds were not obtained from an interested party either directly or through a third party Gifts and grants from Agencies are not eligible sources of Borrower Funds for Investment Property Mortgages.	Documentation supporting a gift or grant from an Agency must: ■ Establish that the funds were provided by an Agency ■ Establish that the organization has an established gift or grant program ■ Establish that the funds are a gift or grant that does not have to be repaid ■ Provide evidence that the funds were received by the Borrower or by the Seller on the Borrower's behalf ■ Identify the donor's mailing address Examples of acceptable documentation include copies of grant program materials, award letters or terms and conditions provided to the Borrower.	

Asset Type	Other Borrower Funds Eligibility Requirements	Streamlined Accept Documentation Requirements	Standard Documentation Requirements
3. Individual Development Account (IDA) – Agency matching funds subject to Recapture	Funds representing the matching funds contributed to an IDA by an Agency. ■ The matching funds must be considered a gift or grant from an Agency as described in this chart ■ A maximum of a 3-to-1 match by an Agency's funds is permitted; and ■ The Borrower must satisfy any vesting requirements of the matching IDA program	Documentation of the IDA program must verify: ■ If the matching funds are subject to Recapture ■ The ratio of matching funds by the Agency ■ Regular payments made by the Borrower and the matching organization ■ The vested balance or the percentage of vesting Documentation of matching funds subject to a Recapture provision must also meet the requirements of this chart for a gift or grant from an Agency.	
4. Proceeds from an unsecured loan that is an Employer Assisted Homeownership (EAH) Benefit	For purchase transactions, proceeds from an unsecured loan that is an EAH Benefit are eligible sources of Borrower Funds and reserves provided that requirements of Sections 5501.4 and 5501.5 for EAH Benefit and unsecured loans are met.	■ A copy of the established, ongoing and documented employer benefit program (must show the amount of the benefit and terms of the program) ■ Evidence of receipt of the EAH benefit	

(d) Examples of assets that are not eligible to be reserves

Examples of assets that are not eligible to be reserves include:

- Nonfinancial assets such as collectibles, coins, stamps, and art work that would require appraisal and/or liquidation
- Stocks issued by, or notes/loans receivable from, a privately held company
- In connection with cash-out refinance Mortgages, the cash proceeds from the refinance transaction

5501.4: Unsecured loans (03/02/16)

(a) Requirements

The Seller must determine whether an unsecured loan is an eligible source of Other Borrower Funds based on the requirements of Sections 4501.10 and 5501.3(c).

An unsecured loan is a loan that meets all of the following:

1. Is not documented in the local jurisdiction's land records and is not secured by the Mortgaged Premises
2. Does not contain provisions that allow or could result in negative amortization
3. Has a maturity date that:
   a. Does not exceed the maturity date of the Mortgage, and
   b. Is at least five years after the Note Date of the Mortgage, unless the unsecured loan is fully amortizing
4. Has an interest rate that is no greater than the Note Rate on the Mortgage
5. Is not a cash advance from a credit card or unsecured line of credit
6. Has its source, terms and conditions documented on the Form 65, Uniform Residential Loan Application
7. Has its terms documented in the Mortgage file
8. For purchase transactions, the required minimum down payment from Borrower Personal Funds, as applicable, is satisfied

9. If used in connection with a purchase transaction, the lender is not an interested party to the transaction (as described in Section 4204.3), and did not obtain funds from an interested party to the transaction

10. If the loan is an Employer Assisted Homeownership (EAH) Benefit, its terms permit the Borrower to continue making payments on the loan in the event the Borrower no longer works for the employer and may not require repayment in full unless:

    a. The Borrower terminates his or her employment for any reason, or

    b. The employer terminates the Borrower's employment for any reason other than long-term disability, the elimination of the employee's position or reduction-in-force

(b) Underwriting; documentation

For purchase transactions, if the monthly payment of principal and interest or interest only begins on or after the 61st monthly payment under the first lien Mortgage or if repayment of the loan is due only upon sale or default, the amount of the monthly payment may be excluded from the monthly debt payment-to-income ratio; otherwise, the required monthly payments must be included in calculating the monthly debt payment-to-income ratio. For refinance transactions, see Section 5401.2 for instructions on calculating the monthly debt payment-to-income ratio.

For purchase transactions, the Mortgage file must contain written evidence of the transfer of the unsecured loan proceeds, if they are not verified in the Borrower's account.

5501.5: Employer Assisted Homeownership (EAH) Benefit (03/02/16)

(a) General requirements

An Employer Assisted Homeownership (EAH) Benefit may be used as a source of funds for down payment, Closing Costs, Financing Costs, Prepaids/Escrows and reserves if the terms of the EAH Benefit comply with the following:

1. The EAH Benefit is provided to an employee from the employer pursuant to an established, ongoing and documented employer benefit program, provided (i) the employer is not an interested party (as described in Section 4204.3) and (ii) the funds were not obtained from an interested party either directly or through a third party

2. The Mortgage is secured by a 1- to 4-unit Primary Residence

(b) Types of benefits

The EAH Benefit may be any of the following structures:

1. A grant, meeting the requirements in Section 5501.3(c)

2. Matching funds from an Individual Development Account (IDA) meeting the requirements in Section 5501.3(c)

3. A fully repayable, deferred payment or forgivable unsecured loan meeting the requirements of Section 5501.3(c) and Section 5501.4

4. Fully repayable, deferred payment or forgivable secondary financing meeting the requirements in Section 4204.1(a) and Section 4204.1(b)

5. A fully repayable, deferred payment or forgivable Affordable Second meeting the requirements of Section 4204.2

(c) Related provisions

Delivery requirements related to EAH Benefits are described in Section 6302.29.

Chapter 5601: Property Eligibility and Appraisal Requirements

5601.1: Acceptable collateral (03/02/16)

The Mortgaged Premises must be acceptable collateral for a Mortgage to be eligible for sale to Freddie Mac.

This chapter details Freddie Mac's requirements for determining if the collateral is acceptable for the Mortgage transaction.

5601.2: General property eligibility requirements (03/02/16)

We expect the Seller to place as much emphasis on the adequacy of the property as collateral as it does on underwriting the Borrower's creditworthiness. The conclusion that a Mortgage is acceptable to Freddie Mac must be based on the determination that the Borrower is creditworthy (acceptable credit reputation and capacity) and the Mortgaged Premises is adequate collateral for the Mortgage transaction. The Seller is responsible for determining the eligibility of the property and the acceptability of the appraisal report.

(a) Residential requirements

Freddie Mac will purchase eligible Mortgages secured by residential properties in urban, suburban and rural market areas as long as the Mortgaged Premises is adequate collateral for the Mortgage transaction based on the value, condition and marketability of the property. Freddie Mac does not purchase Mortgages secured by vacant or undeveloped land, land development properties or properties used primarily for agriculture, farming or commercial enterprise. The Mortgaged Premises must be residential based on the property characteristics, zoning and land use.

The Mortgaged Premises must:

- Be an attached or detached dwelling unit(s) located on an individual lot, in a Planned Unit Development or in a Condominium Project. See Chapter 5701 for special requirements for condominiums.
- Be safe, sound, habitable and undamaged by fire or windstorms or other perils
- Be complete unless the requirements of Section 5601.2(b) are met
- Meet all conditions of the appraisal if an appraisal was performed and made subject to conditions, unless the requirements of Section 5601.2(b) are met

- Represent the highest and best use of the property as improved (or as proposed per plans and specifications) in accordance with Section 5601.12(d)
- Have a legal or legal non-conforming use in accordance with Section 5601.12(d)
- Have legal access (ingress and egress)
- Be suitable for year-round occupancy regardless of the location
- Have utilities that meet community standards
- Have mechanical systems that meet community standards
- Have property insurance coverage that meets Freddie Mac's requirements and coverage for hazards specific to the location of the property
- Not be subject to a pending legal proceeding for condemnation in whole or in part

See Section 5601.12 for requirements on reviewing the appraisal report and underwriting the property.

(b) Incomplete improvements

A Mortgage is eligible for sale to Freddie Mac prior to the completion of improvements provided all of the following conditions are satisfied:

1. The appraiser has provided the 'as completed' value as the opinion of market value
2. The appraiser has provided a list of the incomplete items and the appraiser or a disinterested (but relevant) party has provided a cost to complete the incomplete items.

   An example of a disinterested (but relevant) party is a contractor/painter who provides an estimate to paint interior walls. A relevant party includes, but is not limited to, a representative of a home improvement store or an independent contractor that performs the services needed to complete the improvements.
3. The incomplete items do not adversely affect the safety, soundness or habitability of the Mortgaged Premises
4. The Seller determines that the improvements cannot be completed for valid reasons; examples include, but are not limited to, inclement weather or temporary shortages of building materials. (This requirement does not apply to incomplete energy conservation improvements.)
5. The improvements will be satisfactorily completed no more than 180 days after the Note Date

6. The Mortgage is not secured by a Manufactured Home. (This requirement does not apply to incomplete energy conservation improvements.)

7. The cost to complete the incomplete items does not exceed 10% of the 'as completed' value of the Mortgaged Premises

8. The Seller has established a completion escrow account to complete the Mortgaged Premises and disbursements from that account are controlled by the Seller or the Servicer

9. The mortgage insurance and title insurance will not be impaired or adversely affected during and after the completion period

10. Upon completion of all improvements, the Seller will have the appraiser perform the final inspection of the property and complete a certification of completion. The completion report must document that the property has been completed and must be retained in the Mortgage file. (See Section 5601.11 for more information.)

(c) Properties affected by disasters

The Seller should be prepared to address property damage issues that may occur in the event of a disaster that may affect the acceptability of properties as security for Mortgages. Seller should have established procedures to inspect and update the property value, condition and marketability of properties when a major disaster or emergency occurs.

The Federal Emergency Management Agency (FEMA) announces Presidentially declared major disasters and emergencies, but the declaration is usually made after the event has already occurred. Once FEMA announces a major disaster or emergency, or earlier when the Seller becomes aware of a disaster, the Seller should take appropriate steps to ascertain the condition of properties in affected areas to preserve any relief of Seller representations and warranties that were granted regarding the Mortgaged Premises, and to minimize risk of future liability arising from a warranty violation.

For example, if a tornado damages the neighborhood where the Mortgaged Premises is located, whether or not the Seller is aware of the disaster, the Seller represents and warrants that at origination and delivery, the Mortgaged Premises is undamaged by fire, windstorm, or other perils. The Seller should take appropriate steps, including a property inspection, to determine if the Mortgaged Premises is damaged prior to the sale of a Mortgage to Freddie Mac.

Recommended steps:

- Within a reasonable period of time following a disaster, the Seller should perform inspections of properties that may be affected to assess the degree of any damage

- The Seller should re-verify property insurance coverage is adequate to protect against future loss to properties and to ensure it has been obtained or maintained adequately with respect to affected properties

- The Seller should consider, in consultation with the appraiser, the impact of any revision to the contract of sale for subject properties or the impact of any termination of leases entered into prior to such disaster

5601.3: General appraisal requirements (03/02/16)

Freddie Mac requires that the Seller obtain an appraisal report that accurately reflects the market value, condition and marketability of the property. The Seller is responsible for compliance with the Appraiser Independence Requirements (AIR), the selection of the appraiser, the appraiser's use of the appropriate Freddie Mac appraisal report forms, compliance with the Uniform Appraisal Dataset (UAD) and a successful submission of the appraisal report to the Uniform Collateral Data Portal (UCDP), all as specified in more detail in this chapter.

Freddie Mac's requirements relating to the appraisal report forms (including the certifications) convey our expectations for the property valuation and appraisal reporting processes, the appraiser's accountability for the quality of his or her appraisal report, and the appraiser's compliance with both the Uniform Standards of Professional Appraisal Practice (USPAP) and Freddie Mac's requirements. Freddie Mac's requirements are supplemental to those of USPAP. See Section 5601.5 for more information on appraisal report forms and appraisal completion certification requirements.

(a) Seller selection of appraisers and Appraiser Independence Requirements

Freddie Mac does not select or approve individual appraisers or appraisal management companies. The Seller approves and selects the appraiser. The Seller warrants that the appraisal services provided comply with the USPAP, applicable laws, and Freddie Mac requirements.

With respect to each conventional Mortgage delivered to Freddie Mac, the Seller represents and warrants that the appraisal was obtained in a manner consistent with the requirements of Exhibit 35, Appraiser Independence Requirements ("Appraiser Independence Requirements").

The appraiser must be a State-certified or State-licensed real estate appraiser in the State in which the subject property is located, have knowledge and experience in appraising the property type in the market area and have access to the applicable data sources.

The Seller must ensure that the individuals ordering and underwriting appraisal reports and performing collateral reviews are independent of loan production staff. If absolute lines of independence cannot be achieved as a result of the Seller's small size and limited staff, the Seller must be able to clearly demonstrate that it has prudent safeguards to isolate its collateral evaluation process from influence or interference from its Mortgage production process.

Freddie Mac requires Sellers to obtain appraisals in a manner consistent with the Appraiser Independence Requirements. Freddie Mac does not require the use of appraisal management companies or any other third-party vendor to order appraisals. The Appraiser Independence

Requirements allow the use of staff (or in-house) appraisers and independent fee appraisers.

The appraisal report must be signed by an appraiser that the Seller has approved.

(b) Seller representations and warranties regarding appraisers and appraisal reports

In addition to the representations and warranties with respect to the Appraiser Independence Requirements, with respect to each appraisal report, the Seller represents and warrants that:

1. All information known to the Seller that may affect the estimate of market value or marketability has been provided to the appraiser in conjunction with the appraisal request

2. It has reviewed the report and has concluded that the Mortgaged Premises is adequate collateral for the Mortgage transaction, in accordance with the requirements of Section 4201.1

3. The appraisal report complies with all applicable requirements in Seller's Purchase Documents

4. The appraisal report is of professional quality and supports all of the appraiser's assumptions, data, analyses, rationale and conclusions that were relied upon in the appraiser's opinion of the market value of the property and in addressing the marketability of the Mortgaged Premises

5. The information in the appraisal report is accurate, internally consistent, written in clearly understandable language, fully supported and sufficiently documented

Deficient appraisals will be considered a breach of the Seller's warranty as to the acceptability of the Mortgage and will subject the Seller to the remedies available to Freddie Mac. In addition to reviewing the appraisal report submitted by the Seller, Freddie Mac may make property inspections and/or other investigations to assure property eligibility and proper underwriting of the Mortgages offered for sale to and sold to Freddie Mac.

(c) Representations by appraisers and unacceptable appraisers

Appraisers and appraisal management companies must not make any representation to third parties as being approved by Freddie Mac.

Freddie Mac may at any time refuse to accept appraisal reports made by a particular appraiser. (See Section 1204(a) for additional requirements on the Freddie Mac Exclusionary List and Section 3101.2 for additional requirements on the Federal Housing Finance Agency Suspended Counterparty Program.)

(d) Definition of market value

An appraisal must be based on the following definition of market value:

The most probable price which a property should bring in a competitive and open market under all conditions requisite to a fair sale, the buyer and seller, each acting prudently, knowledgeably and assuming the price is not affected by undue stimulus.

Implicit in this definition is the consummation of a sale as of a specified date and the passing of title from seller to buyer under conditions whereby:

1. Buyer and seller are typically motivated

2. Both parties are well informed or well advised, and each acting in what he or she considers his or her own best interest

3. A reasonable time is allowed for exposure in the open market

4. Payment is made in terms of cash in U.S. dollars or in terms of financial arrangements comparable thereto, and

5. The price represents the normal consideration for the property sold unaffected by special or creative financing or sales concessions* granted by anyone associated with the sale

*Adjustments to the comparables must be made for special or creative financing or sales concessions. No adjustments are necessary for those costs which are normally paid by sellers as a result of tradition or law in a market area; these costs are readily identifiable since the seller pays these costs in virtually all sales transactions. Special or creative financing adjustments can be made to the comparable property by comparisons to financing terms offered by a third-party institutional lender that is not already involved in the property or transaction. Any adjustment should not be calculated on a mechanical dollar-for-dollar cost of the financing or concession but the dollar amount of any adjustment should approximate the market's reaction to the financing or concessions based on the appraiser's judgment.

The market value estimate of the subject property must not include value assigned to furniture or any other personal property.

(e) Detrimental conditions

The appraiser must note the presence of detrimental conditions, such as expansive soils, underground mines or subsidence in the immediate area of the subject property. In addition, the appraiser must note any evidence of dampness, infestation or abnormal settlement observed in the subject property and call for correction of the observed condition or professional inspections to determine the seriousness of the condition. The appraiser must also consider the effect of such conditions in estimating the subject property's market value and/or any effect on marketability.

For any appraisal that is made subject to inspections or conditions due to detrimental conditions, the Seller must include in the Mortgage file evidence of corrective action as called for by the inspector or appraiser. The evidence of the corrective action must meet Freddie Mac requirements. (See Section 5601.11 for requirements for final inspection and the completion report.)

(f) Statement of Assumptions and Limiting Conditions, and Appraiser's Certification

The Statement of Assumptions and Limiting Conditions, Appraiser's Certification and Supervisory Appraiser's Certification are incorporated into each appraisal report form. Modifications or deletions to these are not permitted. However, additional certifications that do not constitute material alterations to the report, such as those required by law or those related to the appraiser's continuing education or membership in an appraisal organization, are permitted.

(g) Owner of Record

When a new appraisal is required, the Seller must verify:

- For purchase transactions:
  - The property seller listed on the sales contract is the Owner of Record of the subject property or
  - If the transaction involves the sale of land separate from the dwelling, the property seller listed on the sales contract for the land is the Owner of Record for the land
- For refinance transactions, the Borrower is an Owner of Record of the subject property
- For transactions that involve the payoff of a land contract, the property seller is the vendor on the recorded land contract and the Owner of Record of the subject property; and the Borrower is a vendee on the recorded land contract

If the property seller for purchase transactions or the Borrower for refinance transactions is not the Owner of Record, the Seller must investigate the circumstances of the transaction to ensure that the transaction is legitimate. The Seller must retain documentation evidencing the verification or legitimacy of the transaction in the Mortgage file. Such documentation may include, but is not limited to, the appraiser's analysis and conclusions in the appraisal, a property sales history report, a copy of the recorded deed, a copy of a property tax bill, or the title commitment or binder indicating the legal ownership of the property.

(h) Information supplied to the appraiser

The Seller warrants that they or a third party specifically authorized by the Seller provided the following information on the subject property, as applicable, to the appraiser in conjunction with all appraisal requests:

1. The complete legal description (see Section 4201.19 for legal description requirements)
2. The complete sales contract (A sales contract on a new home should state the base price of the house and itemize each option.)
3. All financing terms, financing and sales concessions granted by anyone associated with transaction, and any gifts, buydowns and down payment assistance provided by anyone on behalf of the Borrowers, whether for purchase or refinance transactions

4. Income and expense statements, property leases and a list of non-realty items that are included in the transaction, and

5. Any other information that the Seller knows that may affect the value or marketability of the property. This information includes, but is not limited to, an affiliation between the property seller and purchaser, proposed changes to the use of the property, and the presence of any Contaminated Site or Hazardous Substance affecting the property or the neighborhood in which the property is located.

5601.4: Unacceptable appraisal practices (03/02/16)

Unacceptable appraisal practices

The following are examples of unacceptable appraisal practices. Evidence of any of the practices listed in this section will be a breach of Seller's warranty as to the professional quality of the appraisal.

1. Inclusion of inaccurate or incomplete data about the subject property, the neighborhood or any comparable sale used in the appraisal analysis

2. Failure to report and/or consider any apparent factor that has an adverse effect on the value and/or marketability of the subject property

3. Consideration of the age or location of a dwelling or the age of the neighborhood or census tract where the dwelling is located in a manner that has a discriminatory effect

4. Reliance in the appraisal analysis on comparable sales that were not personally inspected by the appraiser. A personal inspection requires at least a visual inspection of the exterior of the comparable property.

5. Reliance in any appraisal analysis on inappropriate comparable sales, or the failure to use comparable sales that are more similar to or nearer to the subject property without adequate explanation

6. Use of comparable sales data provided by interested parties to the transaction without verification by a disinterested party

7. The use of inordinate adjustments for differences between the subject property and the comparable sales that do not reflect the market's reaction to such differences, or the failure to make proper adjustments when they are clearly necessary

8. Consideration of the race, color, religion, sex, age, marital status, handicap, familial status or national origin of the prospective owners or occupants of the subject property or of the present owners or occupants of the properties in the vicinity of the subject property (see also

Section 1301.2 for equal opportunity compliance requirements, and Section 5601.12(c) for prohibition against discrimination in appraising)

9. Development of value and/or marketability conclusions that are not supported by available market data

10. The appraiser's or supervisory appraiser's breach of a certification or Statement of Assumptions and Limiting Conditions or comparable statements as found on any Freddie Mac approved appraisal report form or addendum.

    See Section 5601.15 for unacceptable appraisal and inspection practices when using Electronic Signatures and using and maintaining Electronic Records.

5601.5: Appraisal reports and inspection types (03/02/16)

To evidence that the Mortgaged Premises is acceptable collateral for the Mortgage transaction, each Mortgage file must contain a written appraisal report that meets Freddie Mac's requirements.

(a) Appraisal report forms by property type and inspection type

The following table lists Freddie Mac's appraisal report forms and the applicable inspection types. An appraisal report based on an interior and exterior property inspection is required for each Mortgage transaction. An appraisal report based on an exterior-only property inspection is acceptable for an appraisal update and a subsequent opinion of market value.

Appraisal Report Forms by Property Type and Inspection Type		
Property Type	**Form Number**	**Type of Inspection**
1-unit property, including a unit in a Planned Unit Development (PUD) or a unit in a Detached Condominium Project	Form 70	Interior and exterior inspection
	Form 2055	Exterior-only inspection
Condominium Unit	Form 465	Interior and exterior inspection
	Form 466	Exterior-only inspection
Manufactured Home	Form 70B	Interior and exterior inspection
2- to 4-unit property	Form 72	Interior and exterior inspection

(b) Appraiser's inspection of the subject property

If an appraiser observes conditions that require further investigation, the appraiser must make the appraisal subject to an inspection by an appropriate licensed professional. Conditions that may require such inspections include observations of severe cracks in foundations or walls, active infestation, significant water damage and/or wet basements or crawl spaces, or unusual odors from a water source. Any conditions affecting safety, structural soundness or habitability must be repaired before closing.

If the appraisal is made subject to an inspection, the Seller must consult the services of an expert, a licensed or certified professional or another person trained in the particular field of concern.

(c) Appraisal completion certification requirements

The type of inspection required for the completion certificate is dependent on the nature of the appraisal conditions or the changes to the subject property.

- If the initial appraisal provides an 'as is' value, an interior inspection is not required unless the Seller is aware of any changes to the Mortgaged Premises that would have an adverse effect on condition and marketability

- If the initial appraisal is subject to completion per plans and specifications, an interior and exterior inspection is required

- If the initial appraisal is subject to repairs that affect safety, soundness or habitability, an interior and exterior inspection is required if repairs are required for the interior of the dwelling. Otherwise, an exterior-only inspection is required.

(d) Use of most accurate opinion of market value

If a Seller obtains a new appraisal, including an appraisal update, prior to the Settlement Date, the Seller must use the most accurate and supported opinion of market value (see Section 5601.13(c)).

(e) Mortgage file documentation

Copies of all collateral assessments obtained for the Mortgage transaction must be retained in the Mortgage file and provided to Freddie Mac upon request.

5601.6: Loan Prospector® Minimum Assessment Feedback (03/02/16)

For Loan Prospector Mortgages, the Minimum Assessment Feedback (MAF) will advise the Seller of the type of appraisal report required. The MAF is valid for 120 days. If the effective date of the Feedback Certificate is more than 120 days before the Note Date, the transaction must be resubmitted to Loan Prospector.

5601.7: Overview of appraisal report forms (03/02/16)

This section lists Freddie Mac's appraisal report forms. See Section 5601.10 for information about appraisal exhibits and addenda.

(a) Form 70, Uniform Residential Appraisal Report

Form 70 is designed to report the results of an appraisal of a 1-unit property, including a unit in a PUD or a 1-unit property with an accessory unit. It may also be used for a unit in a Detached Condominium Project if the appraiser includes information about the project and its condition. The form may not be used for an appraisal of a Manufactured Home or a unit in an attached Condominium Project. An interior and exterior inspection of the subject property is required. Appraisals reported on Form 70 with an effective date on or after September 1, 2011**,** must be completed using the Uniform Appraisal Dataset (UAD) in accordance with Appendix D, UAD Field-Specific Standardization Requirements, of the Uniform Appraisal Dataset Specification ("UAD Specification") when reporting an appraisal for a conventional Mortgage. (See Section 5601.14.)

(b) Form 2055, Exterior-Only Inspection Residential Appraisal Report

Form 2055 is designed to report the results of an appraisal of a 1-unit property, including a unit in a PUD or a 1-unit property with an accessory unit. It may also be used for a unit in a Detached Condominium Project if the appraiser includes information about the project and its condition. The form may not be used for an appraisal of a Manufactured Home or a unit in an attached Condominium Project. An exterior-only inspection of the subject property is required. Appraisals reported on Form 2055 with an effective date on or after September 1, 2011, must be completed using the UAD in accordance with Appendix D, UAD Field-Specific Standardization Requirements, of the UAD Specification ("Appendix D") when reporting an appraisal for a conventional Mortgage. (See Section 5601.14.)

Form 2055 upgrade requirements

The appraisal must be upgraded to a Form 70 when one or more of the following conditions exist:

- The appraiser cannot obtain sufficient information about both the interior and exterior physical characteristics of the subject property from third-party data sources in order to develop an accurate and adequately supported appraisal
- The appraiser cannot reconcile all significant discrepancies (e.g., size, condition, etc.) among available data sources
- The appraiser's exterior-only inspection does not provide sufficient information to develop an accurate and adequately supported appraisal, including the inability to view the property improvements from the street
- The subject property is new construction and has not yet been occupied
- The subject property is undergoing renovation or rehabilitation
- The data sources used to develop the appraisal (such as the sales contract for purchase transactions) indicate the presence of physical deficiencies or an adverse condition, or the appraiser observes apparent physical deficiencies or adverse property conditions during the exterior property inspection
- The condition rating is C5 or C6 based on the UAD (refer to Section 5601.12(e))
- The quality rating is Q6 based on the UAD (refer to Section 5601.12(e))

(c) Form 70B, Manufactured Home Appraisal Report

Form 70B is designed to report an appraisal of a one-unit Manufactured Home, including a Manufactured Home in a Planned Unit Development (PUD). A Manufactured Home located in a Condominium Project requires the appraiser to inspect the project and complete the project information section of the Form 465, Individual Condominium Unit Appraisal Report, and attach it as an addendum to Form 70B. Form 70B must be used for all Mortgages

secured by a Manufactured Home. Freddie Mac does not require the UAD to be used for appraisals reported on Form 70B. However, Form 70B may be completed using the standards contained in the UAD Specification to the extent those standards are applicable. The UAD quality ratings are not applicable to Manufactured Homes and should not be used in appraisals reported on Form 70B.

(d) Form 72, Small Residential Income Property Appraisal Report

Form 72 is designed to report the appraisal results for a 2- to 4-unit property. An interior and exterior inspection of the subject property is required. Freddie Mac does not require the UAD to be used for appraisals reported on Form 72. However, Form 72 may be completed using the standards contained in the UAD Specification to the extent those standards are applicable.

(e) Form 465, Individual Condominium Unit Appraisal Report

Form 465 is designed to report the results of an appraisal of a 1-unit property in a Condominium Project, whether attached or detached. An interior and exterior inspection of the subject property is required. Appraisals reported on Form 465 with effective dates on or after September 1, 2011, must be completed using the UAD in accordance with Appendix D of the UAD Specification when reporting an appraisal for a conventional Mortgage. (See Section 5601.14.)

(f) Form 466, Exterior-Only Inspection Individual Condominium Unit Appraisal Report

Form 466 is designed to report the results of an appraisal of a unit in a Condominium Project, whether attached or detached. An exterior-only inspection of the subject property is required. Appraisals reported on Form 466 with effective dates on or after September 1, 2011**,** must be completed using the UAD in accordance with Appendix D of the UAD Specification when reporting an appraisal for a conventional Mortgage. (See Section 5601.14.)

Form 466 upgrade requirements

The appraisal must be upgraded to a Form 465 when one or more of the following conditions exist:

- The appraiser cannot obtain sufficient information about both the interior and exterior physical characteristics of the subject property from third-party data sources in order to develop an accurate and adequately supported appraisal

- The appraiser cannot reconcile all significant discrepancies (e.g., size, condition, etc.) among available data sources

- The appraiser's exterior-only inspection does not provide sufficient information to develop an accurate and adequately supported appraisal, including the inability to view the property improvements from the street

- The subject property is new construction and has not yet been occupied
- The subject property is undergoing renovation or rehabilitation
- The data sources used to develop the appraisal (including the Purchase Contract) indicate the presence of physical deficiencies or an adverse condition, or the appraiser observes apparent physical deficiencies or adverse property conditions during the exterior property inspection
- The condition rating is C5 or C6 based on the UAD (refer to Section 5601.12(e))
- The quality rating is Q6 based on the UAD (refer to Section 5601.12(e))

(g) Appraisal field review reports

One of the following report forms must be used when the Seller obtains an appraisal field review report:

- Form 1032, One-Unit Residential Appraisal Field Review Report, for 1-unit properties
- Form 1072, Two- to Four-Unit Residential Appraisal Field Review Report, for 2- to 4-unit properties

(h) Form 1033, One-Unit Residential Appraisal Desk Review Report

The Seller may use Form 1033 only if permitted by the Seller's Purchase Documents. The Seller should contact its Freddie Mac representative to discuss how to obtain the applicable term of business.

5601.8: Age of appraisal reports and appraisal updates (03/02/16)

(a) Age of appraisal reports as of the Note Date

- If the effective date of the appraisal report is more than 120 days before the Note Date, and not more than 12 months before the Note Date, an appraisal update with at least an exterior-only inspection is required. For the purpose of this chapter, the Note Date is equivalent to the Effective Date of Permanent Financing when the Mortgage is sold to Freddie Mac as a Construction Conversion or Renovation Mortgage.
- If the effective date of the appraisal report is more than 12 months before the Note Date, a new appraisal with an interior and exterior inspection is required

(b) Age of appraisal reports and appraisal requirements as of the Settlement Date

1. If the Settlement Date is more than 120 days after the Note Date, the Seller must obtain a new appraisal. See Section 4201.5(c) for more information.

2. The Seller must obtain a new appraisal and determine whether the Mortgage is eligible for sale to Freddie Mac if:

   - The Seller becomes aware of any changes to the Mortgaged Premises that may have an adverse impact to its value, condition or marketability, and

   - The adverse changes occurred after the effective date of the appraisal report but prior to the Settlement Date

(c) Appraisal update requirements

An appraisal update must be performed and reported as follows:

1. An appraisal update reported on Form 442, Appraisal Update and/or Completion Report

2. A new appraisal based on an exterior-only inspection and reported on the appropriate Freddie Mac form based on the property type, or

3. A new appraisal based on an interior and exterior inspection and reported on the appropriate Freddie Mac form based on the property type

The appraiser who provided the opinion of market value that is the basis of the Seller's value warranty, whether from the initial appraisal report, a subsequent appraisal report or an appraisal field review report, should perform the appraisal update. However, the Seller may select another Seller-approved appraiser who is qualified to perform the appraisal update.

(d) Exhibit requirements for appraisal updates

If existing photographs accurately represent the subject property and comparable sales, new photographs of the subject property and comparable sales, as applicable, are not required. Additional photographs of any factors that affect the marketability or value of the subject property should be provided if not already part of the report being updated.

Photographs that meet the requirements of Section 5601.10(a) are required for any new comparable sales.

(e) Adverse changes to the value of the property before the Note Date

If the value of the subject property has declined, the Seller must adjust the terms of the Mortgage transaction as appropriate. Loan Prospector® Mortgages must be resubmitted to Loan Prospector if required by Section 5101.6.

(f) Re-use of an appraisal report for a subsequent transaction

When an appraisal is required for a subsequent transaction secured by the Mortgaged Premises, the prior appraisal report may be re-used if an appraisal update is obtained and the following requirements are met:

1. The Borrowers on the new transaction must be the Borrowers on the prior transaction. The only exception is in the event of a divorce or legal separation. The Borrower for the new transaction must be one of the Borrowers on the prior transaction, and the file must document that the Borrower for the new transaction obtained the property through a divorce or legal separation.

2. Since the effective date of the prior appraisal report, the Mortgaged Premises must not have undergone any substantial rehabilitation or renovation or have been affected by disaster to the extent that the improvement or deterioration of the property would affect marketability or market value

3. The new transaction may not be a purchase transaction, a cash-out refinancing, or a payoff of secondary financing.

4. The appraisal report from the prior transaction must meet all the following requirements:

   - The effective date of the appraisal report from the prior transaction must not be more than 12 months prior to the Note Date of the subsequent transaction

   - The lender/client is the Seller or a third party specifically authorized by the Seller

   - The appraisal update must meet all requirements in Chapter 5601 and reflect the Mortgage transaction (e.g., the current Borrowers, the appropriate transaction type, owner of record, lender/client)

5601.9: Seller representations and warranties regarding the Mortgaged Premises (03/02/16)

In addition to all other representations and warranties specified in the Seller's Purchase Documents, the Seller makes the following representations and warranties as of the Settlement Date.

- **Value warranty**

  The Seller represents and warrants that the value of the Mortgaged Premises is at least equal to the appraiser's opinion of the market value of the property, and that the value of the Mortgaged Premises has not declined since the effective date of the appraisal.

- **Condition warranty**

The Seller represents and warrants that the Mortgaged Premises is safe, habitable and structurally sound.

- **Marketability warranty**

  The Seller represents and warrants that the Mortgaged Premises is acceptable to typical purchasers in the market in which the property is located.

5601.10: Required exhibits and addenda for appraisal report forms (03/02/16)

At a minimum each appraisal report must include the exhibits required for the property type. The exhibits must meet the requirements provided in this section.

(a) Exhibit requirements

1. **Types of photographs**

   Photographs must be original photographs or electronic images that are in color and illustrative of the property. The photographs must be clear, appropriately identified and must clearly show the improvements, including any physical deterioration of the property, amenities, conditions and external influences that have a material effect on the market value or marketability of the subject property.

   - For any comparable sales, if an original photograph cannot be obtained, a clear copy of the photograph of the comparable sale from a multiple listing service (MLS) is acceptable. The appraiser must have provided a reasonable justification for using the MLS source.

2. **Building sketch**

   - **Detached properties and end-unit properties**

     For detached 1-unit properties, end units in Planned Unit Developments and units in Detached Condominium Projects, the exterior sketch of the improvements must include the dimensions and calculations the appraiser used to determine the size of the subject property.

   - **Attached properties**

     For interior units in Planned Unit Developments and attached Condominium Units, an interior perimeter sketch is acceptable. Appraisers may have relied on the dimensions and estimates for gross living area as shown on the plat or exhibits to the Project

Documents of a Condominium Project or Planned Unit Development, or provided legible photocopies of floor plans or individual unit plats that include the dimensions and calculations.

- **2- to 4-unit properties**

  For 2- to 4-unit properties, the sketch must also include each unit's layout and entries, and indicate the square feet of living area per unit and the gross building area (GBA).

3. Location map

The location map must identify the location of the subject property and any comparables including sale, rental and listing comparables as applicable. This map may be a photocopy of a printed street map showing the location of the subject property and comparable properties in relation to major streets and influences such as parks and schools.

(b) Exhibits required for appraisals with interior and exterior inspections (Forms 70, 70B, 72 and 465)

The following exhibits that meet the requirements in Section 5601.10(a) are required for appraisals with interior and exterior inspections:

1. Photographs of the subject property

An appraisal report with an interior and exterior inspection must include at least the following:

- A front view of the subject property
- A rear view of the subject property
- A street scene identifying the location of the subject property and showing neighboring improvements
- The kitchen of the subject property
- All bathrooms of the subject property
- The main living area of the subject property

The appraiser must include additional photographs, as needed, to show any physical deterioration, improvements, amenities, conditions and external influences that materially impact market value or marketability.

2. Photographs of comparable sales

The report of an appraisal with an interior and exterior inspection must include at least one clear photograph that shows the front of each comparable sale.

The appraiser must include additional photographs, as needed to show the improvements, amenities or external influences that materially impact market value or marketability.

3. Building sketch

See Section 5601.10(a).

4. Location map

See Section 5601.10(a).

(c) Exhibits required for appraisals with exterior-only inspections (Forms 466 and 2055)

An appraisal report based on an exterior-only inspection must include all the following that meet the requirements of Section 5601.10(a):

- At least one photograph that shows the front view of the subject property
- Location map indicating the location of the subject property and any comparables, whether comparable sales, listings or rentals

(d) Form 71, Market Condition Addendum

Freddie Mac requires Form 71 for all appraisal report forms, regardless of the property type and inspection type.

(e) Other exhibits and addenda

The appraiser must provide any additional information or data that is needed to provide the lender/client with an accurate and adequately supported appraisal. The Seller may request that the appraiser provide additional exhibits or addenda as part of the appraisal scope of work. Any exhibit or addenda must be incorporated into the appraisal.

5601.11: Final inspection and completion report (03/02/16)

For appraisals that are made subject to completion per plans and specifications, or to repairs, alterations or conditions, a final inspection of the property is required and a completion report must be provided that documents that the property has been completed. The completion report must meet the requirements of this section and must be retained in the Mortgage file.

1. For appraisals that are made subject to completion per plans and specifications, or are subject to repairs or alterations:

   - An appraiser must perform the final inspection of the property and sign the completion report

   - The completion report must include updated photographs if the photographs provided as exhibits to the appraisal report do not reflect the condition and marketability of the dwelling as of the Settlement Date. If the renovations, rehabilitation or upgrades are to the interior of the improvements, interior photographs are required.

2. For appraisals that are made subject to final inspection of the property by a licensed professional (e.g. structural engineer, well digger, pest inspector):

   - A licensed professional must perform the inspection of the property and complete any needed repairs

   - The completion report must be either:

     - A report signed by the licensed professional who inspected the property stating that the repair is not required, or

     - A report or invoice signed by the licensed professional who performed the repairs stating that the repair has been completed and the issue corrected. The report or invoice must provide the professional's license number and signature.

3. For appraisals that are subject to any of the conditions above in 1 and 2, the inspection of the property and the completion report must meet all the following requirements:

   - The final inspection of the property must be performed after completion of the construction, repairs, improvements, alterations or conditions

   - The completion report must state that all conditions or requirements set forth in the appraisal have been fulfilled, or that the repairs have been completed or were not necessary

   - The completion report must be dated before the Settlement Date unless the requirements for incomplete improvements have been met. (See Section 5601.2(b) for more information.)

See Form 442 for a suggested form or suggested text that may be used as a completion report.

If a final inspection of the property and a new appraisal of the property are both required, the Seller has the option to obtain a new appraisal that also acts as a completion report. The appraiser

performing the new appraisal must provide an 'as is' value as the opinion of market value. See Section 5601.5(c) for more information.

5601.12: Property description and analysis (03/02/16)

The appraiser's description of the subject property must be complete and accurate, and the opinion of the market value of the subject property must be accurate and adequately supported.

The appraisal report forms require the appraiser to certify that the appraiser did not base, either partially or completely, their analysis and/or opinion of market value in the appraisal report on the race, color, religion, sex, age, marital status, handicap, familial status, or national origin of either the prospective owners or occupants of the subject property or of the present owners or occupants of the properties in the vicinity of the subject property or on any other basis prohibited by law.

This section is intended to provide the Seller with information for reviewing the appraisal report and underwriting the property and is organized in the general order that the issues are addressed on appraisal report forms.

(a) Subject section

The "Subject" section of the appraisal report must identify the subject property by providing a complete property address and legal description, and by identifying the owner of public record for the property. For appraisal reports that are required to be completed using the Uniform Appraisal Dataset (UAD), the format of the property address must conform to the United States Postal Service (USPS) Address Standards in Publication 28. If a legal description is lengthy, the appraiser may attach it as an addendum to the report. (Refer to Section 5601.14.)

The occupancy status of the property must be identified as either owner, tenant or vacant as of the effective date of the appraisal. The property rights appraised must be reported as either fee simple or leasehold, and the report also must indicate whether the property is currently offered for sale or was offered for sale within the 12 months prior to the effective date of the appraisal. The appraisal report must also state the data source(s) used, offering price(s), date(s) and the days on market for the subject property.

The appraisal report must include the name of the lender on the lender/client line. Any applicable appraisal management company should be reported in the appraiser's certification section of the appraisal report form.

(b) Contract section

Freddie Mac requires the contract for sale to include the sale or contract price, date of contract and loan charges to be paid by the property seller, and the financing and sales concessions to be paid by the property seller or any other interested party to the transaction.

The Seller is responsible for the appraiser being provided the complete contract for sale for the subject property with the appraisal request regardless of whether the appraisal is ordered by the Seller or another lender. The appraiser must have the necessary and appropriate data sources for the area in which the subject property is located.

The "Contract" section of the appraisal report must include the results of the appraiser's analysis of the contract for sale, the contract price, the date of contract and to acknowledge if the property seller is the owner of public record, and the data source(s) used. The appraisal report must also include the total dollar amount and description of any financial assistance (loan charges, sales concessions, gift or downpayment assistance, etc.) to be paid by any party on behalf of the Borrower.

For appraisal reports that are required to be completed using the UAD, the "Contract" section of the appraisal report must also indicate the type of sale for the transaction. Valid UAD sale types include REO sale, short sale, court ordered sale, estate sale, relocation sale, non-arms length sale and arms length sale. (Refer to Section 5601.14.)

(c) Neighborhood section

The "Neighborhood" section of the appraisal report requires the appraiser to: identify the neighborhood boundaries; describe the neighborhood characteristics as either "Urban," "Suburban" or "Rural"; describe the percent built-up as either "Over 75%," "25-75%" or "Under 25%"; describe the growth rate as either "Rapid," "Stable" or "Slow"; and to report on market conditions, housing trends, price and age ranges and present land uses for the properties in the neighborhood.

Mortgages secured by residential properties in urban, suburban and rural market areas are eligible for delivery to Freddie Mac as long as the Mortgaged Premises is adequate collateral for the transaction based on the value, condition and marketability of the property. Neighborhood or market area characteristics and market conditions tend to vary based on property location. Characteristics that are typical in certain locations may not exist in other locations; therefore, they must be viewed in context with the type of property location.

For example:
Urban locations often consist of a variety of different property types that have different uses. It is not unusual to find residential, mixed-use, retail and commercial properties in an urban neighborhood. Similarly, rural locations may be relatively undeveloped market areas that consist of a variety of different property types and land uses, such as agricultural properties, undeveloped land and land development properties.

The existence of non-residential property types or land uses within the neighborhood or market area is a characteristic that the appraiser considers when performing the neighborhood or market area analysis. Non-residential properties or land uses such as agricultural properties, undeveloped land and land development properties in the neighborhood or market area do not make the residential properties in those locations ineligible.

Properties with outbuildings, such as a barn or stable, must be considered in the underwriting process to determine whether the property is residential or non-residential. A property with a small barn or stable may be acceptable if the contributory value of the outbuilding(s) is

minimal and the appraiser demonstrates through the use of comparable sales with similar characteristics that it is typical for residential properties in the market area. However, if the property has a large outbuilding, such as a large barn or multiple outbuildings, it may indicate that the property is agricultural or non-residential and ineligible as security for a Freddie Mac Mortgage.

Properties in rural locations often have relatively large sites as compared to other locations. In addition, there may be a lack of comparable sales due to the relatively low number of recent sales transactions in the market area. In such cases, appraisers may have to use comparable sales that are located a considerable distance from the subject property or comparable sales that are not very similar to the subject property. This is acceptable as long as the appraiser can justify and support the use of the comparable sales and analysis in the appraisal report.

In addition, the appraiser must not improperly take into consideration the:

- Property modifications made to accommodate handicapped persons, or
- Age or location of a dwelling, or
- Age of the neighborhood or census tract where the dwelling is located

Freddie Mac will not accept any Mortgage supported by an appraisal report that makes reference to the race, color, religion, sex, age, marital status, handicap, familial status or national origin of any person, or the age or racial composition of the neighborhood. (See Section 5701.6 for unacceptable appraisal practices.)

(d) Site section

1. Property characteristics

The "Site" section of the appraisal report must accurately describe the physical characteristics of the site, site improvements, site view and available utilities, and must fully analyze any locational factors affecting the site.

- **Zoning**

  The appraisal report must accurately state:

  - The zoning classification
  - A description of the zoning classification
  - Whether the use of the subject property represents a legal, legal non-conforming or illegal use, or if there is no zoning

  The use of the Mortgaged Premises must conform to applicable zoning and use restrictions. Freddie Mac may, however, purchase a Mortgage secured by property that does not conform to applicable zoning and use restrictions, if the property is a

legal non-conforming use (commonly referred to as grandfathered use). Units in attached Condominium Projects must be legal conforming.

Any adverse effect of non-conforming use must be reflected in the opinion of market value and must also be addressed in the comments section of the appraisal report form.

- **Highest and best use**

  The Mortgaged Premises must represent the highest and best use of the property as improved (or as proposed per plans and specifications).

- **Utilities**

  The utilities serving the subject property must meet community standards. In addition, the comparable sales should have utilities similar to the subject property. When differences in utilities exist between the subject property and the comparable sales, any adjustments or lack of adjustments made to the comparable sales for significant differences must be explained in the comments area or on an attached addendum. In addition, the appraisal must evaluate the effect these differences have on the subject property's value or marketability.

- **Streets**

  The subject property must have legally appropriate ingress and egress. The streets serving the subject property must be maintained in a manner that generally meets community standards. In addition, the comparable sales should have street maintenance similar to the subject property. When differences exist between the ownership or maintenance of the subject property's streets and the comparable sale's streets, adjustments or lack of adjustments made to the comparable sales for the differences must be explained in the comments area or on an attached addendum. In addition, the appraisal must evaluate the effect these differences have on the subject property's value or marketability.

- **Land-to-value ratio**

  The land-to-value ratio should be typical for residential properties in the market.

- **Excess acreage**

  The appraiser must appraise the entire site, regardless of the amount of acreage. The site description must accurately describe the entire site and any improvements to include any outbuildings. The comparable sales should have similar acreage. When differences in acreage exist between the subject property and the comparable sales, any adjustments or lack of adjustments made to the comparable sales for significant differences must be explained in the comments area or on an attached addendum, and the appraiser must explain the effect these differences have on the subject property's value or marketability.

- **Additional parcels**

  The Mortgaged Premises may consist of more than one adjoining parcel of real estate, but cannot include an adjoining parcel that contains an additional residence. When the subject property includes two or more adjoining parcels of real estate, the site description must accurately describe the land and any improvements included in each of the parcels. In addition, the comparable sales should have adjoining parcels similar to the subject property. When differences in sites exist between the subject property and the comparable sales, any adjustments or lack of adjustments made to the comparable sales for significant differences must be explained in the comments area or on an attached addendum. In addition, the appraisal report must explain the effect these differences have on the subject property's value or marketability (see also Section 5601.2).

- **Flood hazard area**

  The appraiser is not required to complete this section if the flood zone is determined by another party, such as a non-appraiser on the staff of the Seller, a surveyor or a specialized flood zone determination company.

  If the property is in a "Special Flood Hazard Area" (SFHA) as identified by the Federal Emergency Management Agency (FEMA) through the National Flood Insurance Program (NFIP), the appraiser must comment on and consider any impacts this has on the subject property's market value or marketability.

  See Section 8202.3 for flood zone determination and flood insurance requirements.

2. Impact of Contaminated Sites, Hazardous Substances and other adverse conditions

The appraiser must consider any known Contaminated Sites or Hazardous Substances that affect the property or the neighborhood in which the property is located. The appraiser must also report the presence of Contaminated Sites or Hazardous Substances, make appropriate adjustments to reflect any impact on market value, and comment on any effect on the marketability of the subject property.

Examples of matters about which the appraiser must note and comment include but are not limited to:

- Any presence of asbestos, urea-formaldehyde or any similar insulation in the dwelling
- Proximity of the property and/or its neighborhood to a Contaminated Site
- Proximity of the property to ground water contamination, chemical or petroleum spills or other Hazardous Substances that are expected to impact the area for more than one year
- Proximity of the property to areas that may affect the value or marketability of the property including, but not limited to, the following:

1. Industrial sites
2. Waste or water treatment facilities
3. Commercial establishments (other than retail establishments that serve the residential neighborhood)
4. Airport approach paths
5. Floodplains
6. Landslide areas

(e) Improvements section

The appraisal report must contain an accurate description of the improvements and any factors that may affect the market value or marketability of the subject property. **For appraisal reports that are required to be completed using the UAD, the appraiser is responsible for reporting on the condition and quality of the property as described below.**

Freddie Mac does not provide minimum specifications for materials and construction. However, a Mortgaged Premises with an overall quality rating of Q6 is generally not acceptable collateral to secure a Mortgage sold to Freddie Mac. A Mortgage secured by a property with a quality rating of Q6 is eligible for delivery to Freddie Mac only if all issues that caused the property to be rated Q6 are cured prior to delivery of the Mortgage to Freddie Mac. Items that may be required to be cured include modifying the property to make it habitable as a year-round residence; upgrading the electrical, plumbing, and other mechanical systems and equipment to meet community standards; correcting any substandard or non-conforming additions to the original structure; and curing any other quality related items needed to make the Mortgaged Premises acceptable to typical purchasers in the market in which the property is located.

It is acceptable for an appraisal to be completed subject to repairs or alterations required for the subject property to be rated Q5 or better. If the appraisal is completed subject to repairs or alterations, then the UAD quality rating for the subject property should reflect the overall quality of the subject property on the basis of the hypothetical condition that the repairs or alterations have been completed.

Appraisal report forms required to be completed using the UAD must incorporate the UAD condition rating (C1, C2, C3, C4, C5, or C6) that best describes the overall condition of the subject property. The condition of the property should be determined as a holistic overall rating. However, if a property has deficiencies or defects that are severe enough to affect the safety, soundness or structural integrity of the improvements, then the property's condition must be rated C6. The appraisal report must contain additional commentary, descriptions, and explanations as required in order to enable the intended users of the appraisal to understand the property condition and quality. (Refer to Section 5601.14.)

A Mortgaged Premises that has a UAD condition rating of C5 or C6 is not acceptable collateral to secure a Mortgage sold to Freddie Mac. A Mortgage secured by a property with a condition rating of C5 or C6 is eligible for delivery to Freddie Mac only if all issues that caused the property to be rated C5 or C6 are cured prior to delivery of the Mortgage to Freddie Mac. It is acceptable for an appraisal to be completed subject to repairs or alterations required for the subject property to be rated C4 or better. If the appraisal is completed subject to repairs or alterations, then the UAD condition rating should reflect the overall condition of the subject property on the basis of a hypothetical condition that the repairs or alterations have been completed.

Repairs that affect the safety, structural integrity, mechanical systems or habitability of the improvements must be made. Cosmetic repairs, those that do not affect the safety, structural integrity, mechanical systems or habitability need not be made as long as:

- The appraiser has made any necessary adjustments to the comparables
- The appraisal is not made subject to repairs, and
- The appraiser has addressed whether the condition affects the value or marketability of the property

Examples of cosmetic repairs include: worn floor coverings, minor cracks in windows, minor holes in interior walls or interior doors, etc.

If the appraiser notes that additions or alterations were made without required permits, the appraisal report should also contain comments on the quality and appearance of the work. In addition, the appraiser should note special energy-efficient items and adverse environmental conditions.

If the property has been modified to accommodate mixed-use, the appraiser should address whether the modifications affect the property's marketability as a residence and whether the cost to restore the property to solely residential use will affect its value.

An unusual floor plan, such as a home with tandem bedrooms or a bathroom off the kitchen, does not make a property ineligible for financing. The appraiser should address whether an unusual floor plan or similar obsolescence is also found in other properties in the neighborhood, and to the extent possible, comparables used should also have similar obsolescence in order to demonstrate marketability and support value.

A 1-unit detached property may have an incidental accessory unit that is incidental to the overall value and appearance of the subject property. Examples of such properties include a dwelling with a unit above a detached garage, a dwelling with a guest apartment, or a dwelling with a basement unit. The appraiser must describe the accessory unit, and analyze any effect on the value or marketability of the subject property.

For properties that have recently undergone rehabilitation or renovation, the appraiser must list the changes made and provide photographs of the rehabilitation or renovation. The photographs must meet the requirements of Section 5601.12(a).

When the subject property does not conform to its neighborhood in terms of type, design, age, and the materials and techniques used in its construction, the appraisal must evaluate the effect the nonconformance has on the property's value and marketability. The appraisal must not improperly take into consideration the age of the dwelling. (See Section 5601.4 for unacceptable appraisal practices.)

Freddie Mac does not require an estimate of remaining economic life.

(f) Sales comparison approach

Freddie Mac considers the sales comparison approach to be the most reliable approach to value. Therefore, a Seller must place primary emphasis on this approach when reviewing and judging the acceptability of each appraisal report.

- **Appropriate adjustments:**

  Each comparable sale must be analyzed for similarities and differences between it and the subject property. The appraiser must make appropriate adjustments for differences, and indicate the dollar amount of the adjustments to reflect the value of the differences to the market. Comparable sales must be adjusted to the subject property, except for sales and financing concessions that must be adjusted to the market at the time of the sale.

- **Sales and financing concessions:**

  The appraiser must independently verify and analyze all pending and recent sales of comparable properties, report how the sales were verified and whether concessions were granted. At least three verified, closed (settled) sales of comparable properties must be analyzed and market-based adjustments made for significant differences between the comparable sales and the subject property.

  Sales or financing concessions are offered by interested parties to the transaction (e.g., the builder, developer, property seller or real estate agent). Because the effect of concessions on sale prices can vary with the type and amount of the concessions, any adjustments to comparable sales must be based on the market reaction to them. The appraiser should provide comparable sales that sold without concessions to justify and support the adjustments made in determining the market reaction to the concessions. Adjustments may not be based solely on dollar-for-dollar deductions equal to the dollar value of the concessions. If comparable sales without concessions are not available, adjustments to comparable sales with concessions must reflect the differences between what the comparable sales actually sold for with the concessions and what they would have sold for without the concessions.

  The appraiser's opinion of market value must reflect the value of the subject property without the concessions. The appraiser must also provide the dollar value of the concessions as a comment in the appraisal report.

  For Seller treatment of concessions, see Section 4204.3, Interested party contributions.

- **Location**

For appraisal report forms that are required to be completed using the UAD, the appraisal report form must include a rating of the location of the subject property and each comparable sale by providing a rating of either "Neutral," "Beneficial" or "Adverse." The location rating is for the location of the subject property within the neighborhood or market area, and is not a rating for the overall neighborhood or market area. See Appendix D – Field Specific Standardization Requirements of the Uniform Appraisal Dataset Specification ("UAD Specification") for additional requirements regarding location.

The location rating (which will be abbreviated as N, B, or A in the appraisal report form) should describe the overall effect on value and marketability of the location of the property within the neighborhood.

- **View**

For appraisal report forms that are required to be completed using the UAD, the overall view associated with the subject property and each comparable sale must be rated as either "Neutral," "Beneficial" or "Adverse." The UAD view rating (which will be abbreviated as N, B, or A in the appraisal) should describe the overall effect on value and marketability of the view associated with the property. See Appendix D – Field Specific Standardization Requirements of the UAD Specification for additional requirements regarding view.

In all appraisals, appropriate adjustments must be made for differences in view between the subject property and each comparable property to reflect the value of the differences, if any, to the market.

Refer to Section 5601.14.

- **Condition and quality**

Appraisal report forms that are required to be completed using the UAD must incorporate the UAD condition rating (C1, C2, C3, C4, C5, or C6) that best describes the overall condition of the subject property and each comparable property.

Additionally, appraisal report forms that are required to be completed using the UAD must incorporate the UAD quality rating (Q1, Q2, Q3, Q4, Q5, or Q6) that best describes the overall quality of the subject property and each comparable property.

In all appraisals, appropriate adjustments must be made for differences in condition and quality between the subject property and each comparable property to reflect the value, if any, of the differences to the market. Sometimes, it may be appropriate for an appraiser to make an adjustment for differences in quality and condition between the subject property and a comparable property even though the properties have the same UAD quality or condition rating. The appraiser is expected to provide a sufficient explanation of the basis and rationale for all adjustments (or, if necessary, lack of adjustments) within the appraisal report or addenda.

(Refer to Sections 5601.12(e) and 5601.14.)

- **Selection of comparable sales and analysis**

  The appraiser must report a minimum of three comparable sales as part of the sales comparison approach. The appraiser may submit more than three comparable sales to justify and support his or her opinion of market value, as long as at least three are actual settled or closed sales. Generally, the appraiser should use comparable sales that have been settled or closed within the last 12 months. However, the appraiser may use older comparable sales as additional supporting data as long as the appraiser can justify and support such use in the appraisal report. The appraiser must comment on the reasons for using any comparable sales that are more than six months old. In addition, if the appraiser believes that it is appropriate, he or she also may use contract offerings and current listings as supporting data.

  Each comparable sale that is used in the sales comparison approach must be analyzed for differences and similarities between it and the property that is being appraised. The appraiser must make appropriate adjustments for location, terms and conditions of sale, date of sale, and the physical characteristics of the properties. The proper selection of comparable properties minimizes both the need for, and the size of, any price adjustments.

  - **Effective for Mortgages with Application Received Dates on or before August 31, 2015**

    For properties located in existing established subdivisions, Planned Unit Developments or ground lease communities and for units in existing Condominium Projects, the appraiser may use three comparable sales from within that subject project or subdivision. However, if the subject property is in a controlled market (such as a new subdivision or project, a newly-converted project or an area where the property seller owns a substantial number of units), at least one comparable sale must be outside the influence of the developer, builder or property seller. Resales from within the subject project or subdivision may be used to meet this requirement. When comparable sales from outside the subject project or subdivision are used, they must also be outside the influence of the subject property's developer, builder or property seller.

  - **Sellers may implement the following requirements in lieu of the paragraph above immediately; however, effective for Mortgages with Application Received Dates on or after September 1, 2015, they must comply with the following:**

    - **Requirements for properties in established subdivisions, units in established Planned Unit Developments (PUDs) or units in Established Condominium Projects**

      For properties located in established subdivisions, units in established PUDs or units in Established Condominium Projects, the appraiser should use comparable sales from within the subject subdivision or project.

- **Requirements for properties in new subdivisions, units in new PUDs or units in recently converted or New Condominium Projects**

  For properties located in new subdivisions, units in new PUDs or units in recently converted or New Condominium Projects, the appraiser must use comparable sales from within the subject subdivision or project as well as comparable sales in other subdivisions or projects to help demonstrate the marketability of new developments or recently converted projects and the market value of the property.

  The appraiser must use:

  - ❑ One comparable sale from inside the subject subdivision or project
  - ❑ One comparable sale from outside the subject subdivision or project, and
  - ❑ One comparable sale from inside or outside the subject subdivision or project

  Comparable sales or resales from within the subject subdivision or project are preferable to comparable sales from outside the subdivision or project provided the builder or developer of the subject property is not involved in the sale transaction. At a minimum, at least two comparable sales must be outside the influence of the builder or developer of the subject property.

The Seller should be aware that there are varying conditions that characterize different types of locations. Conditions that are typical of certain locations may not be present in other locales. This does not mean that the conditions are unacceptable, rather that they must be viewed in context with the nature of the area in which the Mortgaged Premises is located.

For example:

When the Mortgaged Premises is located in a suburban or urban area, the appraiser would most likely use comparable sales in the immediate vicinity of the property since suburban and urban areas are usually more densely developed and comparable sales are typically available in the subject neighborhood.

Rural areas often have less real estate sales activity than more populated locations. Property sales in rural locations often involve a variety of property types, and may have relatively large parcels as compared to other locations. Given the potential challenges with appraising properties in these market areas, the appraiser must be knowledgeable about the varying conditions that characterize properties in a particular geographic area. In such cases, appraisers may have to use older comparable sales, comparable sales that are located a considerable distance from the subject property or comparable sales that are not similar to the subject property. The appraiser must justify and support such use in the appraisal report.

Mortgages secured by non-traditional types of properties are eligible for delivery to Freddie Mac. The appraiser may use traditional homes as comparable sales for unique properties as long as the appraiser determines and adjusts for any differences between the

subject property and the comparable sales and can justify and support the use of the comparable sales in the appraisal report. Occasionally, there may be no similar or truly comparable sales for a particular property because of the uniqueness of the property or other conditions. In such cases, the appraiser must use his or her knowledge and judgment to select comparable sales that represent the best indicators of value for the subject property to reflect the actions of typical purchasers in the market.

In addition, comparable sales may be taken from a competing neighborhood if:

- The appraiser has established that the neighborhoods are comparable and compete for the same buyers, and
- Comparable sales taken from the competing neighborhood are better indicators of current market trends in the subject neighborhood than the existing comparable sales available in the subject neighborhood

(g) Sale and listing history

The appraiser must research, verify, analyze and report:

- Any current agreement for sale for the subject property
- Any offering for sale of the subject property in the twelve months prior to the effective date of the appraisal
- Any prior sales or transfers of the subject property for the three years prior to the effective date of the appraisal
- Any prior sales or transfers of each comparable sale for the year prior to the date of sale of each comparable sale

The Seller's review of the acceptability of each appraisal should include an analysis of the sale and listing history. The Seller must confirm that the sale price trend in relation to the appraiser's opinion of market value is reasonable and representative of the market.

For purchase transactions, the Seller should analyze the appraisal report and the current contract for sale for the subject property.

For both purchase and refinance transactions, the Seller's underwriting analysis of the appraisal report should include any current listing or offering for sale for the subject property, the sales history of the subject property and comparable sales, and the current ownership of the subject property.

To reduce the Seller's risk of liability resulting from fraudulent or inaccurate appraisals, the Seller should analyze the subject property and comparable sales and evaluate the time elapsed between the date(s) the property was acquired and the date(s) resold, or the date of the current resale contract, if applicable. If the sales history of the subject property or comparable sales indicates current or prior sale prices may be excessive, and resale dates occurred shortly after the property seller's acquisition of the property, the appraisal report

should provide evidence to justify and support a rapidly appreciating real estate market, significant improvements that resulted in a corresponding increase in the property value or a previous sale that was below market value due to a distress or tax sale.

(h) Reconciliation

The data and information presented in the appraisal report must justify and support the appraiser's opinion of market value. The appraiser must explain how the final value conclusion was determined, and the rationale must be consistent with the comments, conclusions and assumptions stated throughout the appraisal report.

The reconciliation must contain any conditions of the appraisal on which the final opinion of market value is based.

If the subject transaction involves sales or financing concessions, the appraiser's opinion of market value must reflect the value of the subject property without the concessions. The appraiser must also provide the dollar value of the concessions as a comment in the appraisal report.

(i) Cost approach

The cost approach to value is required for appraisals of Manufactured Homes. It is not required for appraisals of attached Planned Unit Development or Condominium Units.

The Seller may request the appraiser to develop and report the cost approach to value when not required for the transaction. The appraiser must develop and report the result of any approach to value that is applicable and necessary for an appraisal, even if the Seller did not request it. The approach may be appropriate especially when appraising properties that are:

- New or proposed construction
- Under renovation
- Unique because of their styles or construction methods, or
- Have functional obsolescence not typical for the market

When the cost approach to value is developed, the appraiser must make proper adjustments for any items detrimental to stability or marketability, such as physical, functional and external depreciation that are not typical for the market.

Appraisals that rely primarily on the cost or income approaches to value in order to estimate market value are unacceptable.

(j) Income approach

The income approach to value is required for appraisals of 2- to 4-unit properties. The Seller may request the appraiser to develop and report the income approach to value when not

required for the transaction. The appraiser must develop and report the result of any approach to value that is applicable and necessary for an appraisal, even if the Seller did not request it.

Appraisals that rely primarily on the income or cost approaches to value in order to estimate market value are unacceptable.

(k) Planned Unit Development units

See Section 5702.3 for appraisal requirements for units in Planned Unit Developments.

(l) Condominium Units

See Section 5701.8(a) for appraisal requirements for units in Condominium Projects.

(m) Manufactured Homes

See Section 5703.6 for appraisal requirements for Manufactured Homes.

(n) 2- to 4-unit properties

In addition to the other requirements and guidelines set forth in this chapter, the following requirements and guidelines are applicable to completing Form 72, Small Residential Income Property Appraisal Report, for 2- to 4-unit properties.

1. Comparable rent data for 2- to 4-unit properties

At least three rental comparables must be analyzed in the "comparable rental data" section. These rental comparables must:

- Have current rental information
- Be units similar to and located near the subject property

The rental comparables are usually not the same comparable properties used in the sales comparison approach. The appraisal report should state that the units and properties selected as rental comparables are comparable to the subject property (both the units and the overall property) and should accurately represent the rental market for the subject property unless otherwise stated in the report.

2. Subject's rent schedule for 2- to 4-unit properties

This section contains the subject property's current actual rents and the estimated market rents. The estimated market rents for the subject property must be supported in the appraisal report and be consistent with the data presented throughout the report.

3. Sales comparison approach for 2- to 4-unit properties

In addition to the other requirements in this chapter, the appraisal must contain the unadjusted units of comparison for the comparable sales. If the appraisal is prepared in

conjunction with a purchase transaction, the units of comparison must be provided for the subject property as well. These units of comparison are the sales price per square foot of gross building area (GBA), per unit and per room and the gross rent multiplier (GRM). The comment area of the sales comparison analysis must reconcile the adjusted sales prices of the comparable sales and the unadjusted units of comparison, as appropriate, according to the manner in which such properties sell in the defined market area.

The appraiser must indicate in the comments area which factors are deemed most consistent and which factors typical investors or purchasers in that market consider when purchasing a similar property.

(o) Leasehold estates

See Section 5704.3 for appraisal requirements for leasehold estates

(p) Energy-efficient properties

An energy-efficient property uses cost-effective design, construction, materials, mechanical systems, equipment and site orientation to conserve energy in a manner consistent with the area in which the property is located.

If the property has energy-efficient features, the appraiser must identify the features.

If energy-efficient features of a property, whether the subject property or comparable sales, affect value or marketability, the appraiser must make appropriate adjustments to reflect the market reaction to the energy-efficient features.

(q) Mixed-Use Properties

The appraiser must provide the following when appraising a mixed-use property:

- An appraisal with an interior and exterior inspection
- A detailed description of any accommodations made for the commercial use of the subject property
- A discussion of any adverse impacts of the commercial use
- A statement describing any market resistance to the commercial use, and adjustments for any commercial features made to the comparable sales
- An opinion of market value based on the property's residential nature

Each residential property with mixed-use must meet all of the following requirements:

- The property must be located in a residential neighborhood, be primarily residential, and must be typical for the properties in the market

- The use must represent a legal, permissible use of the property under the local zoning requirements
- The property must be a 1-unit Primary Residence
- If the property has a commercial use, the Borrower must be the owner and the operator of the business
- The dwelling may not be modified in a manner that has an adverse impact on its marketability as a residence
- The commercial use must not have an adverse effect on the habitability and safety of the property or site

5601.13: Obtaining subsequent appraisal reports and reconciling multiple opinions of market value (03/02/16)

(a) Reviewing appraisal reports

The Seller is required to evaluate an appraisal to determine whether or not the appraisal report meets the requirements of this chapter and the Seller's other Purchase Documents and that the opinion of market value is accurate and adequately supported.

Before rejecting an appraisal, the Seller should request the appraiser to provide additional information and/or address any deficiencies with the appraisal report. If the appraiser does not adequately address the Seller's concerns and the Seller is unable to conclude that the appraisal report meets Freddie Mac requirements, then the appraisal must be rejected and a new appraisal must be obtained.

(b) Obtaining subsequent appraisal reports and appraisal field review reports

Exhibit 35, Appraiser Independence Requirements, ("Appraiser Independence Requirements") permits the Seller to obtain a second or subsequent appraisal if: (a) there is a reasonable basis to believe that the initial appraisal was flawed or tainted and such basis is clearly and appropriately noted in the Mortgage file or, (b) the appraisal is obtained pursuant to written, pre-established bona fide pre- or post-funding appraisal review or quality control processes or underwriting guidelines as long as the Seller adheres to a policy of selecting the most reliable appraisal, rather than the appraisal that states the highest value, or (c) it is required by law.

(c) Reconciling multiple opinions of market value

If the initial appraisal report was not rejected and a second or subsequent appraisal report or an appraisal field review report is obtained in compliance with the requirements of this

chapter, the Seller's other Purchase Documents and the Appraiser Independence Requirements, the Seller must determine which of the opinions of market value is the most accurate.

The Seller must comply with the Appraiser Independence Requirements and adhere to a policy of selecting the most reliable appraisal, rather than the appraisal that states the highest value. The Seller's appraisal review and reconciliation process must result in the Seller relying on the most accurate and supported opinion of market value.

When the Seller determines that the opinions of market value are equally accurate and well supported, then the lower of the opinions of market value must be used to underwrite the Mortgage.

A copy of all valuation documents used in the analysis as well as written documentation justifying the decision as to which appraisal (or appraisal field review) report was used to underwrite the Mortgage must be retained in the Mortgage file.

The value used to underwrite the Mortgage is the basis for the Seller's value warranty and is the value that must be delivered to Freddie Mac.

5601.14: Appraisal data and delivery; Uniform Appraisal Dataset (UAD) and Uniform Collateral Data Portal (UCDP®) (03/02/16)

(a) Overview

This section contains information and requirements relating to the Uniform Appraisal Dataset (UAD), the Uniform Appraisal Dataset Specification ("UAD Specification"), which includes the UAD Field-Specific Standardization Requirements ("Appendix D"), and the UCDP.

- The UAD standardizes key appraisal data elements for a subset of fields on certain uniform residential appraisal report forms and includes all data points required to complete these appraisal report forms.

- The UAD Specification documents the business and technical requirements for the implementation of the UAD.

  Appendix D provides field-specific standardization requirements for completing Freddie Mac's residential appraisal report forms that are required to be completed using the UAD. It lists the requirements for the data that must be included in specific forms and how the data should be reported on the appraisal report form.

- The UCDP is a portal for the electronic collection and delivery of certain appraisal report forms and the associated appraisal data to Freddie Mac.

(b) Uniform Appraisal Dataset (UAD)

For appraisals with effective dates on or after **September 1, 2011**, the following appraisal report forms must be completed using the UAD in accordance with Appendix D when reporting results of an appraisal for a conventional Mortgage:

- Uniform Residential Appraisal Report (Freddie Mac Form 70)
- Individual Condominium Unit Appraisal Report (Freddie Mac Form 465)
- Exterior-Only Inspection Individual Condominium Unit Appraisal Report (Freddie Mac Form 466)
- Exterior-Only Inspection Residential Appraisal Report (Freddie Mac Form 2055)

Other appraisal report forms may be completed using the standards contained in the UAD Specification to the extent those standards are applicable to that particular form.

The UAD Specification may be amended from time to time. The current version can be found on **www.freddiemac.com**.

Sellers must validate that appraisal reports meet the requirements of Appendix D. Compliance with the UAD does not relieve the Seller from other Freddie Mac appraisal requirements and does not affect Seller representations and warranties regarding appraisals and the Mortgaged Premises.

(c) Delivery of appraisals through the UCDP

For conventional Mortgages that require appraisal reports and have residential loan applications dated on or after **December 1, 2011** and Delivery Dates on or after **March 19, 2012**, the following appraisal report forms, including all exhibits and addenda, must be submitted to the UCDP and receive a "Successful" status before the Delivery Date of the Mortgage:

- Uniform Residential Appraisal Report (Freddie Mac Form 70)
- Manufactured Home Appraisal Report (Freddie Mac Form 70B)
- Small Residential Income Property Appraisal Report (Freddie Mac Form 72)
- Individual Condominium Unit Appraisal Report (Freddie Mac Form 465)
- Exterior-Only Inspection Individual Condominium Unit Appraisal Report (Freddie Mac Form 466)
- Exterior-Only Inspection Residential Appraisal Report (Freddie Mac Form 2055)

Freddie Mac appraisal report forms not listed above must not be submitted through the UCDP.

Sellers may use the UCDP as a tool to aid in determining UAD compliance. However, the submission of appraisal report forms to the UCDP does not relieve the Seller from Freddie Mac appraisal requirements, including the requirement that the appraisal must comply with Appendix D of the UAD and does not affect Seller representations and warranties regarding appraisals and the Mortgaged Premises.

The Seller's ability to select an appraisal management company or other party in connection with the use of the UCDP does not constitute Freddie Mac's endorsement or approval of the appraisal management company or other party and does not relieve Seller of any obligations pursuant to the Guide or Seller's other Purchase Documents, including the requirements in Section 3101.1 related to the Freddie Mac Exclusionary List.

(d) UCDP messaging

When an appraisal report is submitted to the UCDP, the Seller may receive a variety of feedback messages designed to assist the Seller in evaluating the appraisal report to determine whether it meets the requirements of this chapter (e.g., the accuracy of the appraiser's opinion of market value, UAD compliance, etc.). The Seller should be prepared to address these feedback messages as part of their appraisal report review and property underwriting process.

Note: The presence of one or more feedback message(s) with a "warning" severity indicator does not prevent the "successful" submission of an appraisal report to the UCDP, and does not deem the property ineligible or the appraisal report unacceptable. In addition, the absence of feedback messages does not represent Freddie Mac's acceptance of the appraised value or relief from Seller representations and warranties.

(e) Information and data submitted to the UCDP

Freddie Mac and its agents and contractors have the right to use, reproduce, modify, disclose, sublicense, distribute and retain all information and data submitted to the UCDP and designated for delivery to Freddie Mac, including, but not limited to, any field on an appraisal report and the contents thereof, all information and data entered by Seller or on Seller's behalf, and any other information and data obtained by or transmitted through the UCDP, (collectively, the "UCDP Data") as follows: (i) for all purposes related to the UCDP, the appraisal, the loan and any securities to which the UCDP Data relates, (ii) for analytic, modeling, quality control, fraud detection, information security and similar purposes, (iii) in connection with other data and services obtained or provided by Freddie Mac, (iv) for internal purposes, including, without limitation, system monitoring, maintenance and security, (v) as required to comply with applicable laws, regulations, court orders and the order of an agency that either regulates or has jurisdiction over Freddie Mac, and (vi) in order to enforce Freddie Mac's rights and remedies.

5601.15: Electronic transmission of appraisal reports (03/02/16)

The Seller may use and maintain an Electronic Record of the appraisal report as an original Mortgage file document if all of the following conditions are met:

- The electronic appraisal report otherwise complies with the applicable requirements of Chapter 5601
- The appraiser electronically transmits the electronic appraisal report directly to the Seller or any third party specifically authorized by the Seller, as applicable
- The electronically transmitted photographs and any addenda are clear and otherwise satisfy the requirements of Section 5601.10(a) and Section 5601.10(e)
- The Seller represents and warrants that the appraiser's Electronic Signature, and a supervisory appraiser's signature if applicable, are attached to or logically associated with the electronic appraisal report in accordance with the federal Electronic Signatures in Global and National Commerce Act ("E-SIGN") and other applicable State and federal laws
- The Seller represents and warrants that the electronic appraisal report is as effective, enforceable and valid as a paper original of the appraisal report duly executed by the appraiser, and the supervisory appraiser if applicable

In addition to the unacceptable appraisal practices set forth in Section 5601.4, the following are unacceptable electronic appraisal report practices and will constitute a breach of the Seller's warranty of the professional quality of the appraisal report:

- Failure of the appraiser to take reasonable precautions to protect his or her electronic signature from identity and signature theft, including granting a trainee, administrative personnel or other third party permission to use the appraiser's or supervisory appraiser's electronic signature
- Failure to maintain proper security controls to protect against alteration of the appraisal report or data used in connection with preparing the report by someone other than the appraiser, or supervisory appraiser if applicable, ultimately responsible for the report
- Failure to securely store the electronic appraisal report, including all original photographs, maps and supporting documents, as originally reported by the appraiser

The Seller retains liability for the authenticity and accuracy of the electronic appraisal report, including all original photographs, maps and supporting documents. In the event the Seller is concerned about the accuracy or reliability of the electronic appraisal report or photographs, maps and supporting documents, the Seller shall immediately obtain a paper duplicate of the electronic appraisal report signed with pen and ink by the appraiser, and the supervisory appraiser if applicable, and maintain the paper duplicate of the electronic appraisal report in the

Mortgage file. The Seller shall provide the electronic or original appraisal report and photographs, as applicable, to Freddie Mac at any time upon Freddie Mac's request. After receiving the paper duplicate of the original appraisal report signed with pen and ink by the appraiser, and the supervisory appraiser if applicable, the Seller may maintain a copy of the paper duplicate of the original appraisal report and photographs reproduced from the original of such documents, in accordance with the requirements of Section 3302.2. The Seller shall provide Freddie Mac with a copy of the original appraisal report and photographs upon Freddie Mac's request.

The Seller represents and warrants that any appraisal report, including photographs received from an appraiser by the Seller or any third party specifically authorized by the Seller as an Electronic Record, is a copy of the original appraisal report, including photographs, that was signed by the appraiser and a supervisory appraiser if applicable, and that it complies with applicable State and federal laws and regulations. The Seller agrees that the appraisal report and photographs received from an appraiser by the Seller or any third party specifically authorized by the Seller as an Electronic Record are subject to the Seller's representations, warranties, covenants, agreements and requirements contained in Chapter 1401.

In the event the Seller becomes aware of the unauthorized or improper use of the appraiser's signature and a supervisory appraiser's signature if applicable, in connection with any electronic appraisal report, including photographs, or if the Seller suspects unauthorized alteration of any appraisal report, the Seller must notify Freddie Mac immediately.

Chapter 5701: Condominiums

5701.1: Seller's assessment of project risks; terms used in this chapter (03/02/16)

(a) Seller's assessment of project risks

Freddie Mac requires a Condominium Project review to address certain project risks including, but not limited to, the marketability and condition of the project, the marketability of the units within the project, the financial stability and viability of the project, project-level litigation, restrictions on unit owners' rights to occupy the unit, ownership and use of the project common areas and amenities and the adequacy of insurance coverage to protect the project from damage and loss.

Freddie Mac expects the Seller to have staff that is experienced and knowledgeable about Condominium Project risks and to place as much emphasis on the adequacy of the property as collateral as it does on underwriting the Borrower's creditworthiness. The quality of a Mortgage secured by a unit in a Condominium Project can be impacted by the financial stability and viability of the particular project, among other project characteristics. The conclusion that a Mortgage is acceptable to Freddie Mac must be based on the determination that the Borrower is creditworthy and the Mortgaged Premises is adequate collateral for the Mortgage transaction.

(b) Terms used in this chapter

The Seller should be familiar with Freddie Mac's Glossary definitions of the following terms:

- 2- to 4-Unit Condominium Project
- Amenities
- Common Elements
- Condominium Hotel
- Condominium Project
- Condominium Unit
- Condominium Unit Mortgage
- Detached Condominium Project
- Established Condominium Project

- Limited Common Elements
- New Condominium Project
- Project Documents

The following additional term is used in this chapter:

Homeowners Association (HOA): A Homeowners Association is an association comprised of unit owners that maintains the Common Elements for the benefit of the unit owners. In a Condominium Project, the association has no ownership interest in the Common Elements.

5701.2: Condominium Project review and general Condominium Project eligibility requirements (03/02/16)

Freddie Mac's Condominium Project review and eligibility requirements provide a sequential process for project eligibility review.

The Seller must determine compliance with:

- The Condominium Project review requirements in Section 5701.2(a) and
- The Condominium Project eligibility requirements, which have two components:
  1. The general Condominium Project eligibility requirements in Section 5701.2(b), and
  2. The Condominium Project eligibility requirements for ***one*** of the particular project review types that are set forth in either Section 5701.4, 5701.5, 5701.6, 5701.7 or 5701.9

(a) Condominium Project review requirements

1. The Seller must have policies and procedures in place, and must take appropriate steps to ensure that the Condominium Unit, the Condominium Unit Mortgage and the Condominium Project comply with applicable requirements.

2. The Seller must review and determine that a Condominium Project complies with Freddie Mac's requirements within 180 days prior to the Note Date. The Seller must deliver a Condominium Unit Mortgage no later than 120 days after the Note Date. If the Condominium Unit Mortgage is not delivered within 120 days after the Note Date, the Seller must update the review and determination of the Condominium Project eligibility.

3. Freddie Mac reserves the right to conduct its own review of the Condominium Project for Condominium Unit Mortgages delivered to Freddie Mac.

4. The Seller must retain all documentation related to the review of the Condominium Project. Upon request, the Seller must provide the project information and documentation to Freddie Mac.

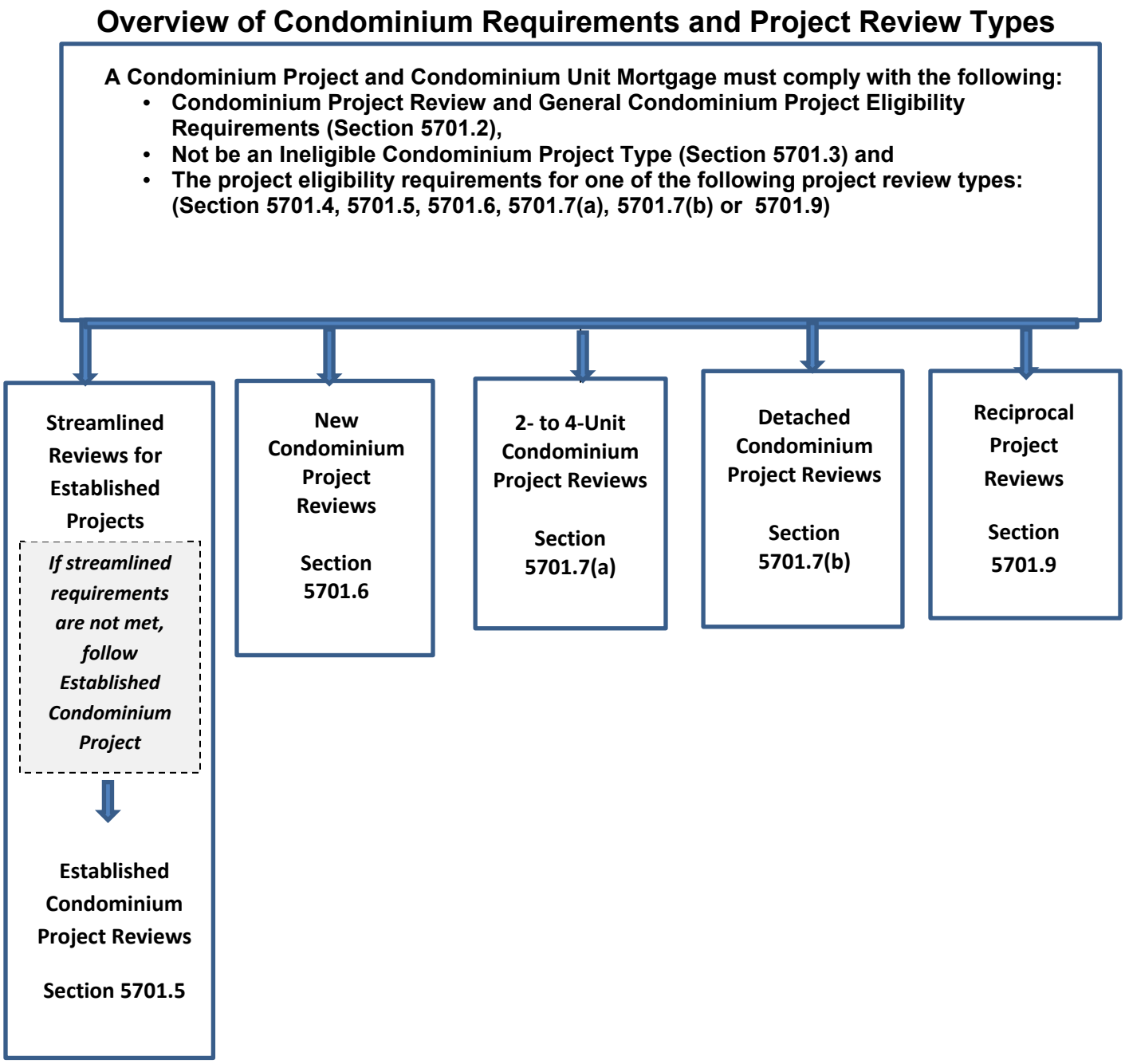
5. The Seller must ensure that:

   i. The project complies with the general Condominium Project eligibility requirements set forth in Section 5701.2(b); and

   ii. The Condominium Unit Mortgage, the Condominium Unit and the Condominium Project comply with project eligibility requirements for ***one*** of the following project review types:

      - Streamlined reviews (Section 5701.4)
      - Established Condominium Projects (Section 5701.5)
      - New Condominium Projects (Section 5701.6)
      - 2- to 4-Unit Condominium Projects (Section 5701.7(a))
      - Detached Condominium Projects (Section 5701.7(b))
      - Reciprocal project reviews (Section 5701.9)

Below is a diagram illustrating an overview of our Condominium requirements and project review types:



(b) General Condominium Project eligibility requirements

The Condominium Project must comply with the following general Condominium Project eligibility requirements:

1. Ineligible project

The project must not be an ineligible project. See Section 5701.3.

2. **Project insurance**

   The project must have insurance that complies with the applicable requirements of Chapter 8202.

3. **Title insurance**

   The Condominium Unit must be covered by a title insurance policy that complies with requirements of Chapter 4702.

4. **Project ownership**

   When control of the Homeowners Association (HOA) has been or will be turned over to the unit owners, the unit owners must have either (i) an undivided ownership interest in the land on which the project is located or (ii) a leasehold interest in the land on which the project is located.

5. **Ownership and use of the Common Elements**

   The unit owners must be the sole owners of, and have the right to the use of, the Common Elements, including all buildings, roads, parking, facilities and Amenities except as specified below. The developer must not retain any ownership interest in the Common Elements, facilities and Amenities, except as a unit owner.

   A project with shared Amenities is eligible if two or more HOAs share the Amenities (such as recreational or fitness facilities, swimming pools and clubhouses) for the sole use of the unit owners, and the HOAs have an agreement specifying:

   - A description of the shared Amenities and the terms of the unit owners' permitted use of the shared Amenities
   - How the shared Amenities will be funded, managed and maintained, and
   - The method for resolving disputes between the HOAs regarding the shared Amenities

6. **Financing of Limited Common Elements**

   The unit owners must be the sole owners of, and have the right to the use of, the Common Elements, including all buildings, roads, parking, facilities and Amenities except as specified below. The developer must not retain any ownership interest in the Common Elements, facilities and Amenities, except as a unit owner.

   A project with shared Amenities is eligible if two or more HOAs share the Amenities (such as recreational or fitness facilities, swimming pools and clubhouses) for the sole use of the unit owners, and the HOAs have an agreement specifying:

- A description of the shared Amenities and the terms of the unit owners' permitted use of the shared Amenities
- How the shared Amenities will be funded, managed and maintained, and
- The method for resolving disputes between the HOAs regarding the shared Amenities

7. Projects on Leasehold Estates

If a Condominium Project is on a leasehold estate, the lease must comply with the requirements of Chapter 5704.

5701.3: Ineligible projects

Mortgages secured by units in any of the following types of projects are not eligible for sale to Freddie Mac:

(a) Project required to be registered with a federal or State securities agency

Any project that is required to be registered with the U.S. Securities and Exchange Commission or any State securities agency, regardless of the project type.

(b) Condominium Hotel

A Condominium Hotel is a project that is operated and managed as a hotel, or similar type of transient property, even though the units are individually owned.

Projects that have one or more of the following characteristics are considered a Condominium Hotel or similar type of transient property, and are ineligible projects:

- Projects that include hotel type services and characteristics such as registration services, rentals of units on a daily basis, daily cleaning services, central telephone service, central key systems and restrictions on interior decorating
- Projects that are conversions of a hotel (or a conversion of a similar type of transient housing)
- Projects with mandatory or voluntary rental-pooling and revenue-sharing agreements (or similar agreements that restrict the unit owner's ability to occupy the unit) to assure an inventory of units for rent on a frequent basis, such as daily, weekly, monthly or seasonally (see Section 5701.10(b) for further guidance), and

- Projects with names that include the words “hotel,” “motel,” “inn,” “lodge” or a branded hotel chain or name

If owners of Condominium Units in projects in resort locations rent their units (either individually or through a rental management company) on a short-term basis, this alone does not indicate that the project is to be considered a Condominium Hotel. Sellers must fully analyze all the characteristics of the project and related information to determine if the project is a Condominium Hotel.

Section 5701.10 provides additional details on determining whether a project is a Condominium Hotel.

(c) Project with multi-dwelling units

A project in which an owner may hold a single deed evidencing ownership of more than one dwelling unit.

(d) Project with non-incidental commercial space

A project in which more than 25% of the total square footage of the project is used for non-residential or commercial purposes.

(e) Tenancy-in Common apartment project

A tenancy-in-common apartment project is owned by several owners as tenants-in-common or by a Homeowners Association (HOA). Individuals have an undivided interest in the residential apartment building (including the units) and land on which the building is located, and may or may not have the right of exclusive occupancy of a specific apartment unit in the building.

(f) Timeshare project or project with segmented ownership

A project in which there is an arrangement under which a purchaser receives an interest in real estate and the right to use a unit or Amenities, or both, for a specified period and on a recurring basis such as the 15th week of the year, or ownership that is for a limited period such as for the subsequent five years.

(g) Houseboat project

A project comprised of boats that have been designed or modified to be used primarily as dwelling units.

(h) Project that is a legal nonconforming use

A Condominium Project with legal non-conforming use and the jurisdiction in which the

project is located does not allow the rebuilding of the improvements to current density in the event of their partial or full destruction. This restriction does not apply to Detached Condominium Projects or if the jurisdiction in which the project is located allows the rebuilding of the improvements to their current density in the event of their partial or full destruction.

(i) Project in litigation

A project in which: (1) the HOA is named as a party to pending litigation, or (2) the project sponsor or developer is named as a party to pending litigation that relates to the safety, structural soundness, functional use or habitability of the project.

If the Seller determines that the reason for the pending litigation involves minor matters that do not affect the safety, structural soundness, functional use or habitability of the project, the project is eligible as long as the litigation is limited to one of the following:

- The litigation amount is known, the insurance company has committed to provide the defense and the litigation amount is covered by the insurance policy
- The matters involve non-monetary neighbor disputes or rights of quiet enjoyment, or
- The HOA is the plaintiff in the litigation and the matter is minor with insignificant impact to the financial status of the project.

The Seller must retain documentation to support its analysis that the reason for the dispute meets Freddie Mac's requirements for minor matters as described above.

(j) New Project sold with excessive Seller contributions

A New Condominium Project where the builder, developer or property seller is offering financing or sale arrangements for Condominium Unit Mortgages. These individual Mortgages have builder/developer contributions that do not comply with the requirements of the Purchase Documents, including Section 4204.3.

Examples include, but are not limited to:

- Rent-backs or leasebacks
- Payments of principal, interest, taxes and insurance (PITI), or
- HOA assessments that exceed limitations in Section 4204.3, and
- Undisclosed contributions not disclosed on the Settlement/Closing Disclosure Statement

(k) Project with excessive single investor concentration

Any project in which an individual or a single entity such as an investor group, partnership or corporation owns more than the following total number of units in the project:

Number of units in the project	Total number of units owned by individual or single entity
Two to four	One
Five to 20	Two
21 or more	10%

Vacant units being actively marketed by the developer are not included in the calculation of the developer's percentage of ownership. Any units leased by the developer must be included in the calculation of the developer's percentage of ownership.

(l) Continuing Care Retirement Community (CCRC)

A CCRC is a residential project designed to meet the health and housing needs of seniors as their needs change over time. CCRCs are distinguished from age-restricted communities in that residents in CCRCs contract in advance for a lifetime commitment from the facility to care for them, regardless of the future health or housing needs. CCRCs may also be known as Life-Care Facilities.

(m)Manufactured Homes

Mortgages secured by Manufactured Homes, except when approved through the Fannie Mae Project Eligibility Service (PERS) process (refer to Section 5701.9(a) for additional information).

(n) New Condominium Projects in Florida

Mortgages secured by attached units in New Condominium Projects in Florida, except when approved through the Fannie Mae PERS process (refer to Section 5701.9(a) for additional information).

5701.3: Ineligible projects (Future effective date 03/31/16)

Mortgages secured by units in any of the following types of projects are not eligible for sale to Freddie Mac:

(a) Project required to be registered with a federal or State securities agency

Any project that is required to be registered with the U.S. Securities and Exchange Commission or any State securities agency, regardless of the project type.

(b) Condominium Hotel

A Condominium Hotel is a project that is operated and managed as a hotel, or similar type of transient property, even though the units are individually owned.

Projects that have one or more of the following characteristics are considered a Condominium Hotel or similar type of transient property, and are ineligible projects:

- Projects that include hotel type services and characteristics such as registration services, rentals of units on a daily basis, daily cleaning services, central telephone service, central key systems and restrictions on interior decorating

- Projects that are conversions of a hotel (or a conversion of a similar type of transient housing)

- Projects with mandatory or voluntary rental-pooling and revenue-sharing agreements (or similar agreements that restrict the unit owner's ability to occupy the unit) to assure an inventory of units for rent on a frequent basis, such as daily, weekly, monthly or seasonally (see Section 5701.10(b) for further guidance), and

- Projects with names that include the words "hotel," "motel," "inn," "lodge" or a branded hotel chain or name

If owners of Condominium Units in projects in resort locations rent their units (either individually or through a rental management company) on a short-term basis, this alone does not indicate that the project is to be considered a Condominium Hotel. Sellers must fully analyze all the characteristics of the project and related information to determine if the project is a Condominium Hotel.

Section 5701.10 provides additional details on determining whether a project is a Condominium Hotel.

(c) Project with multi-dwelling units

A project in which an owner may hold a single deed evidencing ownership of more than one dwelling unit.

(d) Project with excessive commercial or non-residential space

A project in which more than 25% of the total above and below grade square footage of the project (or more than 25% of the total above and below grade square footage of the building

in which the project is located) is used as commercial or non-residential space.

Section 5701.11 provides additional details on projects with excessive commercial or non-residential space.

(e) Tenancy-in Common apartment project

A tenancy-in-common apartment project is owned by several owners as tenants-in-common or by a Homeowners Association (HOA). Individuals have an undivided interest in the residential apartment building (including the units) and land on which the building is located, and may or may not have the right of exclusive occupancy of a specific apartment unit in the building.

(f) Timeshare project or project with segmented ownership

A project in which there is an arrangement under which a purchaser receives an interest in real estate and the right to use a unit or Amenities, or both, for a specified period and on a recurring basis such as the 15th week of the year, or ownership that is for a limited period such as for the subsequent five years.

(g) Houseboat project

A project comprised of boats that have been designed or modified to be used primarily as dwelling units.

(h) Project that is a legal nonconforming use

A Condominium Project with legal non-conforming use and the jurisdiction in which the project is located does not allow the rebuilding of the improvements to current density in the event of their partial or full destruction. This restriction does not apply to Detached Condominium Projects or if the jurisdiction in which the project is located allows the rebuilding of the improvements to their current density in the event of their partial or full destruction.

(i) Project in litigation

A project in which: (1) the HOA is named as a party to pending litigation, or (2) the project sponsor or developer is named as a party to pending litigation that relates to the safety, structural soundness, functional use or habitability of the project.

If the Seller determines that the reason for the pending litigation involves minor matters that do not affect the safety, structural soundness, functional use or habitability of the project, the project is eligible as long as the litigation is limited to one of the following:

- The litigation amount is known, the insurance company has committed to provide the defense and the litigation amount is covered by the insurance policy

- The matters involve non-monetary neighbor disputes or rights of quiet enjoyment, or
- The HOA is the plaintiff in the litigation and the matter is minor with insignificant impact to the financial status of the project.

The Seller must retain documentation to support its analysis that the reason for the dispute meets Freddie Mac's requirements for minor matters as described above.

(j) New Project sold with excessive Seller contributions

A New Condominium Project where the builder, developer or property seller is offering financing or sale arrangements for Condominium Unit Mortgages. These individual Mortgages have builder/developer contributions that do not comply with the requirements of the Purchase Documents, including Section 4204.3.

Examples include, but are not limited to:

- Rent-backs or leasebacks
- Payments of principal, interest, taxes and insurance (PITI), or
- HOA assessments that exceed limitations in Section 4204.3, and
- Undisclosed contributions not disclosed on the Settlement/Closing Disclosure Statement

(k) Project with excessive single investor concentration

Any project in which an individual or a single entity such as an investor group, partnership or corporation owns more than the following total number of units in the project:

Number of units in the project	Total number of units owned by individual or single entity
Two to four	One
Five to 20	Two
21 or more	10%

Vacant units being actively marketed by the developer are not included in the calculation of the developer's percentage of ownership. Any units leased by the developer must be included in the calculation of the developer's percentage of ownership.

(l) Continuing Care Retirement Community (CCRC)

A CCRC is a residential project designed to meet the health and housing needs of seniors as their needs change over time. CCRCs are distinguished from age-restricted communities in that residents in CCRCs contract in advance for a lifetime commitment from the facility to care for them, regardless of the future health or housing needs. CCRCs may also be known as Life-Care Facilities.

(m)Manufactured Homes

Mortgages secured by Manufactured Homes, except when approved through the Fannie Mae Project Eligibility Service (PERS) process (refer to Section 5701.9(a) for additional information).

(n) New Condominium Projects in Florida

Mortgages secured by attached units in New Condominium Projects in Florida, except when approved through the Fannie Mae Project Eligibility Service (PERS) process (refer to Section 5701.9(a) for additional information).

5701.4: Streamlined reviews (03/02/16)

In addition to the project eligibility requirements in Section 5701.2(b), Condominium Unit Mortgages must comply with all of the following requirements to be eligible for the streamlined project review type.

(a) The Condominium Unit must be located in an Established Condominium Project, which is a Condominium Project in which:

- The Condominium Project (all Condominium Units, Common Elements and Amenities) and related facilities owned by any Master Association are complete and not subject to any additional phasing
- At least 90% of the total units in the project have been conveyed to the unit purchasers other than the developer
- The unit owners control the Homeowners Association

(b) There are no Manufactured Homes in the Condominium Project

(c) Maximum loan-to-value (LTV)/total LTV (TLTV)/Home Equity Line of Credit TLTV (HTLTV) ratios

The Mortgage must not exceed the LTV/TLTV/HTLTV ratios for the occupancy type and underwriting path as indicated in the following chart:

Streamlined review for Condominium Units in Established Condominium Projects *not* located in Florida		
Maximum LTV/TLTV/HTLTV ratios		
Occupancy Type	**LP Accept Mortgages**	**All Other Mortgages**
Primary Residence	90%	80%
Second Home	75%	75%
Investment Property	Not eligible	Not eligible

Streamlined review for Condominium Units in Established Condominium Projects located in Florida		
Maximum LTV/TLTV/HTLTV ratios		
Occupancy Type	**LP Accept Mortgages**	**All Other Mortgages**
Primary Residence	75%	75%
Second Home	70%	70%
Investment Property	Not eligible	Not eligible

A Condominium Project containing a mix of attached and detached units is eligible for a streamlined review if it meets the requirements in this section 5701.4 (also see the example in Section 5701.12(a)).

Note: If the requirements for streamlined reviews in this section 5701.4 are met, then the requirements for any of the other project review types in Sections 5701.5, 5701.6, 5701.7 and 5701.9 are not applicable.

5701.5: Established Condominium Projects (03/02/16)

An Established Condominium Project is a Condominium Project in which:

- The Condominium Project (all Condominium Units, Common Elements and Amenities) and related facilities owned by any Master Association are complete and not subject to any additional phasing

- At least 90% of the total units in the project have been conveyed to the unit purchasers other than the developer

- The unit owners control the Homeowners Association (HOA)

In addition to the project eligibility requirements in Section 5701.2(b), if the Mortgages secured by Condominium Units in Established Condominium Projects do not comply with the eligibility requirements for streamlined reviews in Section 5701.4, the Mortgages must comply with all of the following eligibility requirements:

(a) Project completion requirements for Established Condominium Projects

All units, Common Elements and Amenities must be complete.

(b) There are no Manufactured Homes in the Condominium Project

(c) Owner-occupancy requirements for Established Condominium Projects

- If the property will be used as a Primary Residence or second home, there is no owner-occupancy requirement for the Condominium Project

- If the property will be used as an Investment Property, at least 50% of the total number of Condominium Units in the Condominium Project must have been conveyed to purchasers (other than the developer or a successor to the developer) who occupy their units as a Primary Residence or second home

(d) Project budget requirements for Established Condominium Projects

The project's budget must be consistent with the nature of the project and appropriate assessments must be established to manage the project

- There must be appropriate allocations for line items pertinent to the type and status of the Condominium Project
- There must be adequate funding for insurance deductible amounts

- At least 10% of the budget must provide funding for replacement reserves for capital expenditures and deferred maintenance based on the project's age, estimated remaining life and replacement cost of major Common Elements

  - The replacement reserve percentage is determined by dividing: (1) the annual budgeted replacement reserve allocation by (2) the HOA's annual budgeted assessment income (including regular common expense fees)

- The calculation may exclude: (1) special assessment income, (2) income in reserve accounts, (3) incidental income not relied upon for maintenance operations or capital improvements and (4) amounts collected from unit owners (but usually paid individually by them) for items or utilities such as internet access

- A Seller may rely on a reserve study instead of the project budget providing a replacement reserve of at least 10%, provided the conditions in section (f) below are met

(e) Delinquent assessments for Established Condominium Projects

No more than 15% of the total number of units in a project are 60 or more days delinquent on the payment of their HOA assessments.

(f) Requirements when a Seller relies on a project reserve study for Established Condominium Projects

The reserve study must comply with the following requirements:

- The reserve study generally must include:

  - An inventory of major components of the project

  - Financial analysis and evaluation of current reserve fund adequacy, and

  - Proposed annual reserve funding plan

- A reserve study's financial analysis must validate that the project has appropriately allocated the recommended reserve funds to provide the Condominium Project with sufficient financial protection comparable to Freddie Mac's standard budget requirements for replacement reserves

- The reserve study's annual reserve funding plan, which details total costs identified for replacement components, must meet or exceed the study's recommendation and conclusion

  - The most current reserve study (or update) must be dated within 36 months of the Seller's determination that a Condominium Project is eligible (see Section 5701.2(A)(2)

- The reserve study must be prepared by an independent expert skilled in performing such studies (such as a reserve study professional, a construction engineer, a certified public accountant who specializes in reserve studies or any professional with demonstrated experience and knowledge in completing reserve studies)

- The reserve study must meet or exceed requirements set forth in any applicable state statutes

- The reserve study must comment favorably on the project's age, estimated remaining life, structural integrity and the replacement of major components

If the Seller relies on a reserve study that meets the requirements of this section, the project's budget must contain appropriate allocations to support the costs identified in the study.

The Seller must obtain and retain in the Mortgage file a copy of the reserve study. The Seller must also perform an analysis of the study and retain this analysis in the Mortgage file.

Note: If the requirements for Established Condominium Projects in this section are met, then the requirements for any of the other project review types in Sections 5701.4, 5701.6, 5701.7 and 5701.9 are not applicable.

5701.6: New Condominium Projects (03/02/16)

A New Condominium Project is a Condominium Project in which:

- The Condominium Project (all Condominium Units, Common Elements and Amenities) and related facilities owned by any Master Association are not complete or are subject to additional phasing

- Fewer than 90% of the total number of units in the project have been conveyed to the unit purchasers other than the developer, or

- The developer has not turned control of the Homeowners Association (HOA) over to the unit owners

In addition to the project eligibility requirements in Section 5701.2(b), Mortgages secured by Condominium Units in New Condominium Projects must comply with all of the following requirements:

(a) Project completion requirements

The subject legal phase (or the subject building) and any prior legal phases in which units have been offered for sale are substantially complete. "Substantially complete" indicates that the Common Elements are complete and the units are complete subject to the selection of buyer preference items.

(b) There are no Manufactured Homes in the Condominium Project

(c) Owner-occupancy requirements for New Condominium Projects

At least 70% of the total units in the project (or at least 70% of the sum of the subject legal phase and prior legal phases) must have been conveyed or must be under contract to purchasers other than the developer (or its successor) who will occupy the units as their Primary Residences or second homes.

Legal phases are defined by the Project Documents. Construction phases developed for the convenience of the developer are not necessarily legal phases. For the purpose of calculating owner-occupancy for this project review process, a project consisting of one building cannot have more than one legal phase and any one building in a Condominium Project comprised of multiple buildings cannot be subject to more than one legal phase.

(d) Project budget requirement for New Condominium Projects

The HOA assessments must begin once the developer has ceased to pay operating expenses attributable to the Condominium Project, whether or not all units have been sold. When any unit owner other than the developer pays assessments, the developer must pay the assessments attributable to the unsold units.

The project's budget (or its projected budget if the project has not been turned over to the unit owners) must be consistent with the nature of the project and appropriate assessments must be established to manage the project.

- There must be appropriate allocations for line items pertinent to the type and status of the Condominium Project

- If the project was recently converted, the developer must have initially funded a working capital fund in an amount consistent with the estimated remaining life of the Common Elements

- There must be adequate funding for insurance deductible amounts

- At least 10% of the budget must provide funding for replacement reserves for capital expenditures and deferred maintenance based on the project's age, estimated remaining life and replacement cost of major Common Elements

  - The replacement reserve percentage is determined by dividing (1) the annual budgeted replacement reserve allocation by (2) the HOA's annual budgeted assessment income (including regular common expense fees)

  - The calculation may exclude: (1) special assessment income, (2) income in reserve accounts, (3) incidental income not relied upon for maintenance, operations or capital improvements and (4) amounts collected from unit owners (but usually paid individually by them) for items or utilities such as internet access

- A Seller may rely on a reserve study instead of the project budget providing a replacement reserve of at least 10% provided the conditions in Section 5701.6(m) below are met

(e) Delinquent assessments for New Condominium Projects

No more than 15% of the total number of units in a project are 60 or more days delinquent in the payment of their HOA assessments

(f) Compliance with laws

The Condominium Project has been created and exists in full compliance with the applicable State law, the requirements of the jurisdiction in which the Condominium Project is located, and with all other applicable laws and regulations governing creation of the Condominium Project.

(g) Limitations on ability to sell/Right of first refusal

Any right of first refusal in the Project Documents will not adversely impact the rights of a mortgagee or its assignee to:

- Foreclose or take title to a Condominium Unit pursuant to the remedies in the Mortgage
- Accept a deed or assignment in lieu of foreclosure in the event of default by a mortgagor, or
- Sell or lease a unit acquired by the mortgagee or its assignee

(h) Conversions

For a Condominium Project conversion, which is a Condominium Project with a prior use, the following requirements must be met:

- The licensed engineer must state that the project is structurally sound, and the condition and remaining useful life of the major project components are sufficient to meet the residential needs of the project, and that the licensed engineer has found no evidence that any of these conditions are not met. Major components include the roof, elevators and mechanical systems such as HVAC, plumbing and electricity.
- All rehabilitation work involved in a Condominium Project conversion must be completed in a professional manner
- If the conversion was a partial rehabilitation, the Seller must have verified that all repairs affecting soundness and habitability are complete, replacement reserves have been allocated for all capital improvements, and the underwriter has determined that the reserves are sufficient to fund the improvements

(i) Mortgagee consent

1. The Project Documents or applicable State law must provide that amendments of a material adverse nature to First Lien mortgagees be agreed to by mortgagees that represent at least 51% of the unit votes (based on one vote for each first Mortgage owned) subject to First Lien Mortgages

2. The Project Documents or applicable State law must provide that any action to terminate the legal status of the project or to use insurance proceeds for any purpose other than to rebuild, must be agreed to by First Lien mortgagees that represent at least 51% of the unit votes (based on one vote for each first Mortgage owned) that are subject to First Lien Mortgages

3. The Project Documents may allow implied approval to be assumed when the then current mortgagee of record fails to submit a response to any written proposal for an amendment within 60 days after the then current mortgagee of record actually receives proper notice of the proposal, provided the notice was delivered by certified or registered mail, with a "return receipt" requested

(j) Rights of Condominium mortgagees and guarantors

The Project Documents, applicable State law, or any applicable insurance policy must give the mortgagee and guarantor of the Mortgage on any unit in a Condominium Project the right to timely written notice of:

1. Any condemnation or casualty loss that affects either a material portion of the Condominium Project or the unit securing its Mortgage

2. Any 60-day delinquency in the payment of assessments or charges owed by the owner of any unit for which it holds the Mortgage

3. A lapse, cancellation, or material reduction of any insurance policy maintained by the HOA

4. Any proposed action that requires the consent of a specified percentage of mortgagees

(k) First mortgagee's rights confirmed

The Project Documents must not give a Condominium Unit owner or any other party priority over any rights of the first mortgagee of the Condominium Unit pursuant to its Mortgage in the case of payment to the unit owner of proceeds from termination, or insurance proceeds or condemnation awards for losses to or a taking of Condominium Units and/or Common Elements.

(l) Marketing units in the Condominium Project

The sales program developed for marketing units in a project must recognize and provide procedures for complying with all laws pertaining to the advertising and sale of real estate, the form and content of sales contracts and the method for handling deposits connected with the sale.

When the Project Documents allow the HOA to retain the right of first refusal (i.e., the right to provide a substitute buyer or to have the first option to purchase a unit), that right cannot be exercised in any way that constitutes unlawful discrimination, or that is likely to impair the marketability of the units in the project.

(m) Requirements when a Seller relies on a project reserve study for New Condominium Projects

The reserve study must comply with the following requirements:

- The reserve study generally must include:
  - An inventory of major components of the project
  - Financial analysis and evaluation of current reserve fund adequacy, and
  - Proposed annual reserve funding plan
- A reserve study's financial analysis must validate that the project has appropriately allocated the recommended reserve funds to provide the Condominium Project with sufficient financial protection comparable to Freddie Mac's standard budget requirements for replacement reserves
- The reserve study's annual reserve funding plan, which details total costs identified for replacement components, must meet or exceed the study's recommendation and conclusion
- The most current reserve study (or update) must be dated within 36 months of the Seller's determination that a Condominium Project is eligible (see Section 5701.2(a)(2))
- The reserve study must be prepared by an independent expert skilled in performing such studies (such as a reserve study professional, a construction engineer, a certified public accountant who specializes in reserve studies, or any professional with demonstrated experience and knowledge in completing reserve studies)
- The reserve study must meet or exceed requirements set forth in any applicable state statutes

- The reserve study must comment favorably on the project's age, estimated remaining life, structural integrity and the replacement of major components

If the Seller relies on a reserve study that meets the requirements of this section, the project's budget must contain appropriate allocations to support the costs identified in the study.

The Seller must obtain and retain in the Mortgage file a copy of the reserve study. The Seller must also perform an analysis of the study and retain this analysis in the Mortgage file.

Note: If the requirements for New Condominium Projects in this section are met, then the requirements for any of the other project review types in Sections 5701.4, 5701.5, 5701.7 and 5701.9 are not applicable.

5701.7: Other Condominium Projects (03/02/16)

(a) 2- to 4-Unit Condominium Projects

In addition to the project eligibility requirements in Section 5701.2(b), a Mortgage secured by a Condominium Unit in a 2- to 4-Unit Condominium Project must comply with the following requirements:

1. The Condominium Project must comply with the definition of a 2- to 4-Unit Condominium Project, which is a project that is comprised of at least two, but no more than four, 1-unit dwellings that are each separately owned with separate legal descriptions

2. All units and Common Elements in the project and in any Master Association must be complete

3. All but one unit in the Condominium Project must have been conveyed to purchasers (other than the developer) who occupy their units as Primary Residences or second homes

4. The Condominium Project must not include Manufactured Homes

(b) Detached Condominium Projects

In addition to the project eligibility requirements in Section 5701.2(b), Condominium Unit Mortgages secured by Condominium Units in Detached Condominium Projects must comply with the following requirements:

1. The Condominium Project must comply with the definition of a Detached Condominium Project, which is a Condominium Project comprised solely of detached, 1-unit dwellings

2. The Condominium Project must not include Manufactured Homes

Note: If the requirements for other Condominium Projects in this section are met, then the requirements for any of the other project review types in Sections 5701.4, 5701.5, 5701.6 and 5701.9 are not applicable.

5701.8: Condominium appraisal and underwriting requirements (03/02/16)

(a) Appraisal requirements for Condominium Units

(i) General appraisal requirements

The appraiser must report the project name, the assessments, including special assessments and the property rights for each comparable sale and must compare them to the subject project. The appraiser must also identify the Common Elements including the Amenities available to the unit owners, comment on their condition and analyze how they compare to the Common Elements and Amenities of competing projects.

Comparable sales must be from Condominium Projects in the same market, be similar to the subject Project and compete for the same purchasers.

(ii) Comparable sales selection

- **Effective for Mortgages with Application Received Dates on or before August 31, 2015**

  Open or controlled markets

  For Condominium Units located in Established Projects, the appraiser may use three comparable sales from within the subject project that are resales exposed to the open market, and not under the control of the project developer or property seller of multiple units.

  If the subject property is in a controlled market, at least one comparable sale must be outside the influence of the developer, builder or property seller. Resales from within the subject project that have been exposed to the open market may be used to comply with this requirement. Comparable sales from outside the subject Project must also be outside the influence of the subject property's developer, builder or property seller.

- **Sellers may implement the requirements in Section 5601.12(f) in lieu of the two paragraphs above immediately; however, effective for Mortgages with Application Received Dates on or after September 1, 2015, they must:**

Refer to Section 5601.12(f) for specific requirements applicable to units in Established Condominium Projects or in recently converted or New Condominium Projects.

(iii) Additional appraisal requirements for units in Detached Condominium Projects

The appraiser must use similar detached condominium comparable sales from the same project or from similar Detached Condominium Projects in the same market area. The appraiser may use detached comparable sales that are not located in a Condominium Project only if the appraiser supports the use of such sales in the appraisal report and reflects any effect that the condominium form of ownership has on the market value and marketability of the subject property. Each appraisal report must comply with the requirements in Sections 5601.5, 5601.7, 5601.10 and 5601.12.

(b) Underwriting considerations for Condominium Projects with mixed uses and Condominium Projects with live-work Condominium Units

(i) Condominium Projects with mixed uses

Freddie Mac will purchase eligible Condominium Mortgages in Condominium Projects with a combination of residential, commercial, industrial, office and/or institutional uses provided that the Condominium Mortgages comply with all applicable Freddie Mac requirements, including the requirements of Section 5701.2 and Section 5701.3(d).

(ii) Live-work Condominium Units

Freddie Mac will purchase eligible Condominium Mortgages in Condominium Projects with live-work Condominium Units provided that:

- The Condominium Mortgage complies with all applicable Freddie Mac requirements, including the requirements of Section 5701.2, and
- The primary use of the live-work Condominium Unit is residential and the non-residential use of such Condominium Unit is secondary

(c) Underwriting considerations for Common Elements and Amenities

The project's Common Elements, including Amenities and Limited Common Elements, must be consistent with the nature of the project and similar to competing Condominium Projects in the market area.

(d) Financing of Limited Common Elements

Limited Common Elements are portions of Common Elements reserved for use by one or more unit owners but not all unit owners. Limited Common Elements are defined in the

Project Documents, and may include, but are not limited to, balconies or patios serving a single unit, assigned parking spaces or storage bins.

Limited Common Elements that are purchased as part of the Condominium Unit may be financed as part of the Mortgage, and the cost of such Limited Common Elements may be included when determining the sale price and loan-to-value (LTV) ratio.

Only Limited Common Elements may be financed along with the Condominium Unit. Facilities serving the Condominium Unit which are made available to the Condominium Unit by a permit, license or lease (other than in a leasehold condominium), must not be financed as part of a Mortgage, and the cost of the use of such facilities may not be included when determining the sale price and LTV ratio.

5701.9: Reciprocal project reviews (03/02/16)

Condominium Unit Mortgages secured by Condominium Units located in Condominium Projects approved by other secondary market participants are eligible for sale to Freddie Mac if the Condominium Unit Mortgages comply with the following requirements:

(a) Fannie Mae-approved projects

With the exception of Mortgages secured by units in Condominium Projects that receive Fannie Mae Special Approval designations or Fannie Mae Project Eligibility Review Service (PERS) Conditional Approval designations, Freddie Mac will purchase Mortgages secured by 1-unit residential dwellings in Condominium Projects that Fannie Mae has approved through (i) Final Project Approval through PERS, or (ii) project acceptance certification through Fannie Mae's Condominium Project Manager (CPM), if the Mortgage complies with the requirements below.

As of the Settlement Date:

1. The project complies with all applicable Fannie Mae eligibility requirements and lender warranties

2. Any terms and conditions set forth in the acceptance have not expired, and have not been rescinded or modified in any way

3. The Mortgage file contains documentation of Fannie Mae's approval (e.g. a copy of the appropriate web page showing that the Condominium Project has received a Fannie Mae PERS Final Project Approval (1028/PERS) or a CPM project acceptance certification)

4. The Condominium Project complies with the project eligibility requirements in Section 5701.2(b)

For those Mortgages approved through CPM and that are secured by Condominium Units located in attached Established Condominium Projects in Florida, the Seller also warrants that:

1. The loan-to-value (LTV)/total LTV (TLTV)/Home Equity Line of Credit TLTV (HTLTV) ratio is 75% or less for a Primary Residence

2. The LTV/TLTV/HTLTV ratio is 70% or less for a second home

3. The property is not an Investment Property

Mortgages secured by attached Condominium Units in New Condominium Projects in Florida are only eligible for sale to Freddie Mac if the project is approved through PERS.

Mortgages secured by Condominium Units in Condominium Projects comprised of Manufactured Homes are only eligible for sale to Freddie Mac if the project has Final Project Approval through PERS.

(b) FHA-Approved Project review for Condominiums

Freddie Mac will purchase Mortgages secured by 1-unit residential dwellings in Condominium Projects that appear on the list of projects approved by FHA, provided that the Mortgages are FHA Mortgages, VA Mortgages, Section 502 GRH Mortgages, or HUD-Guaranteed Section 184 Native American Mortgages that comply with the applicable requirements of the Guide. For all other Mortgages secured by Condominium Units, Condominium Project eligibility may not be determined on the basis of FHA project approval.

When the Seller sells Freddie Mac a Mortgage secured by a unit in a project that is on the FHA web site of approved projects, the Seller warrants all of the following as of the Settlement Date:

1. The project is in the "approved" status, complies with any FHA-approval conditions noted on the FHA web site, the approval has not yet expired and has not been rescinded or modified in any way

2. The Mortgage file contains documentation of FHA's approved status (for example, a copy of the appropriate web page showing that the project is approved and that the approval is current)

3. The Seller is not aware of any circumstances that would make the project ineligible for approval

Note: If the requirements for reciprocal project reviews in this section are met, then the requirements for any of the other project review types in Sections 5701.4, 5701.5, 5701.6 and 5701.7 are not applicable.

5701.10: Condominium Hotel (03/02/16)

(a) Reviews to determine whether a project is a Condominium Hotel

The Seller must have policies and procedures in place and must take appropriate steps to ensure that a project is not a Condominium Hotel.

To ensure that the project is not a Condominium Hotel, the Seller can rely on sources of information such as the resources listed below as part of its due diligence to determine whether a Mortgage is eligible for sale to Freddie Mac:

- All Project Documents including but not limited to the by-laws, project budgets and financial statements
- Any offering statements (or their equivalent) and marketing materials
- Internet web sites, especially web sites for the project itself, the project developer, the entity marketing the project if other than the project developer, and press releases about the project
- Contract for sale
- Appraisal report

(b) Characteristics of a Condominium Hotel

Mandatory or voluntary rental-pooling arrangements (or unit leasing programs) and revenue-sharing agreements are generally between the individual unit owners, and/or the HOA the developer, successor to the developer or a third party. These agreements may provide restrictions on the unit owner's use such as blackout dates and occupancy limits, thereby providing a ready supply of units for rent and a revenue share to the unit owners from the rental of the units. See Section 5701.3(b).

If the underwriting of the project indicates that the project is operated and managed as a hotel or similar type of transient property, the project is a Condominium Hotel and any Mortgage secured by a unit in such project is not eligible for sale to Freddie Mac.

5701.11: Projects with excessive commercial or non-residential space (Future effective date 03/31/16)

(a) Determination of whether a project contains excessive commercial or non-residential space

The Seller must determine if the commercial or non-residential space in a project is more than 25% of the total above and below grade square footage of the project (or more than 25% of the total above and below grade square footage of the building in which the project is located).

(b) Calculation of commercial or non-residential space

- The division of the total commercial or non-residential square footage by the total square footage of the project or building will determine the total amount of commercial or non-residential space.
- In calculating the amount of commercial or non-residential space, Sellers must determine:
  - The total square footage of the project (or the building in which the project is located)
  - The square footage of the commercial or non-residential space, and
  - The residential space square footage

Project Amenities and facilities that are residential in nature, owned by the HOA or unit owners, and allocated for the sole use of the residential unit owners are considered to be residential space.

- The following must be included as commercial or non-residential space:
  - Retail and other commercial or non-residential space (for example, restaurants and stores)
  - Parking space that is not owned by or allocated to the residential unit owners (for example, public parking facilities that are either free or fee-based)
  - Residential rental apartments, hotels, motels and other similar types of space, although such space may have residential characteristics,
  - Non-residential space that the HOA does not own, but that is owned by a private individual or entity outside of the HOA structure (for example, private fitness facilities that are membership-based rather than owned by the HOA for the sole use of the residential unit owners), and
  - The total square footage of commercial or non-residential space even when the HOA representing the residential owners is different from the association representing the commercial owners

5701.12: Delivery requirements (03/02/16)

(a) Uniform underwriting and transmittal summary form

The Seller must select the appropriate project classification on Form 1077, Uniform Underwriting and Transmittal Summary, and check the appropriate boxes based upon the Uniform Loan Delivery Dataset (ULDD) valid values in the chart below. These categories correspond to the valid values to be delivered, as indicated.

Project status	**Project classification as follows on Form 1077**	**Valid value as follows for ULDD Data Point *Project Classification Identifier* (Sort ID 42)**
New Condominium Project (see Section 5701.6)	New project	Full Review
Established Condominium Project (see Section 5701.5)	Established project	Full Review
2- to 4-Unit Condominium Project (see Section 5701.7(a))	2- to 4-unit project	Full Review
Detached Condominium Project (see Section 5701.7(b))	Detached project	Full Review *see "Notes" for Sort ID 42 in Section 6302.20(b)
Streamlined review (see Section 5701.4)	Streamlined review	Streamlined Review *see "Notes" for Sort ID 42 in Section 6302.20(b)
Reciprocal review (see Section 5701.9)	Reciprocal review and enter CPM Project ID# in the CPM Project ID# field	Condominium Project Manager Review

Project status	Project classification as follows on Form 1077	Valid value as follows for ULDD Data Point *Project Classification Identifier* (Sort ID 42)
Reciprocal review – FHA Approved Project (see Section 5701.9)	Reciprocal review and FHA-approved	FHA_Approved
Reciprocal review – Project Eligibility Review Service (PERS) (see Section 5701.9)	Reciprocal review and enter "PERS" in the CPM Project ID# field	Project Eligibility Review Service

When completing Form 1077, the Seller must use only one category of Freddie Mac's project classifications listed on Form 1077. Below are examples of the appropriate category to select on Form 1077 for an Established Condominium Project with a streamlined review and a Condominium Project that contains a mix of attached and detached units.

Example 1: Established Condominium Project with a streamlined review

Although the Form 1077 terms suggest that the Seller could classify a Condominium Project in more than one category (i.e., an Established Condominium Project with a streamlined review could be coded either as an "Established project" or a "Streamlined review"), the Seller should classify such a Condominium Project as a "Streamlined review"; the Seller should select the "Established project" category only if Seller is unable to use the Streamlined review and must do a Full Review for an Established project.

Example 2: Condominium Project that contains a mix of attached and detached units

If a Condominium Project contains a mix of attached and detached units and the Seller has performed a streamlined review in compliance with the requirements of Section 5701.4, the Seller should classify the project as a "Streamlined review" on Form 1077. The Seller should select the "Detached project" category on Form 1077 only if the project meets the Guide definition of a Detached Condominium Project (i.e., is comprised solely of detached, 1-unit dwellings).

When a "Reciprocal Review" is coded on Form 1077, the Seller must also provide additional information as shown above. For example, when there is a reciprocal review utilizing Fannie

Mae's Condominium Project Manager (CPM), the CPM Project ID# must be entered in the "CPM Project ID#" field. For reciprocal reviews using Fannie Mae's PERS, "PERS" must be entered in the "CPM Project ID#" field.

(b) Other delivery requirements

See Section 6302.20 f or delivery and pooling requirements for Condominium Unit Mortgages.

(c) Requesting Homeowners Association (HOA) taxpayer identification number(s) (TIN(s))

Sellers are encouraged to obtain the TIN(s) for the HOA and retain this information as part of the project review documentation.

NOTE: This information is not a current ULDD Data Point and is not required for delivery of Condominium Unit Mortgages sold to Freddie Mac.

Chapter 5702: Planned Unit Developments

5702.1: General requirements for Planned Unit Developments (PUDs) (03/02/16)

(a) PUD definition

A Planned Unit Development (PUD) is a development that has all of the characteristics listed in the Glossary of this Guide.

(b) Condominium Units in PUDs

If a Condominium Unit is located in a PUD, the Seller must comply with the Condominium requirements and warranties in Chapter 5701 and the PUD requirements and warranties in this chapter.

(c) Leasehold estates

If the PUD unit or any PUD Common Element is on a leasehold estate, the Seller must comply with the leasehold estate requirements in Chapter 5704 and the PUD requirements and warranties in this chapter.

The Seller should be familiar with Freddie Mac's Glossary definitions of the following terms:

- Amenities
- Common Elements
- Planned Unit Development (PUD)

The following additional terms are used in this chapter:

Covenants, Conditions and Restrictions (CC&Rs): CC&Rs are part of the Project Documents that dictate how the Homeowners Association operates, and define the responsibilities of the unit owners, tenants and guests.

Homeowners Association: A Homeowners Association is an association comprised of unit owners that maintains the Common Elements in a Planned Unit Development for the benefit of the unit owners. In Planned Unit Developments, the Homeowners Association owns the Common Elements, and maintains them for the benefit of the unit owners.

5702.2: Seller warranties for Planned Unit Developments (03/02/16)

(a) Definition

The property meets the definition of Planned Unit Development (PUD) in the Glossary.

When reviewing a PUD to determine if it meets the requirements in this section, Sellers must consider all units and space that are included as integral parts of the subject PUD's Homeowners Association. Freddie Mac's determination of whether a Project is a PUD, however, is conclusive.

(b) Insurance

The property insurance requirements in Sections 8202.2 through 8202.5 and Section 8202.10 have been met.

5702.3: Appraisal requirements for units in Planned Unit Developments (03/02/16)

The appraiser must report the Planned Unit Development's legal name, the Homeowners Association assessments, and the property rights for each comparable sale; and must compare them to the subject Planned Unit Development. The appraiser must also identify the Common Elements/Amenities available to the unit owners, comment on their condition, and analyze how they compare to the Common Elements/Amenities of competing Planned Unit Developments.

Comparable sales for a unit in a Planned Unit Development may be detached 1-unit dwellings that are not subject to CC&Rs, are in the same market, and compete for the same purchasers. The appraiser must support the use of 1-unit dwellings not subject to CC&Rs as comparable sales, and must analyze and report the impact the deed restrictions have on marketability and value.

Refer to Section 5601.12(f) for specific appraisal requirements relating to comparable sales selection.

5702.4: Reciprocal Project reviews for Planned Unit Developments (03/02/16)

Freddie Mac will purchase (i) Mortgages secured by a 1-unit residential dwelling in a Planned Unit Development that Fannie Mae has approved, and (ii) Mortgages secured by a 1-unit residential dwelling in an FHA-approved Planned Unit Development, provided they meet the following requirements.

As of the Settlement Date:

- The Planned Unit Development must comply with the applicable eligibility requirements and warranties; any terms and conditions set forth in the acceptance/approval have not expired, and have not been rescinded or modified in any way

- The Seller is not aware of any circumstances that would make the Planned Unit Development ineligible for approval/acceptance

Chapter 5703: Manufactured Homes

5703.1: Purchase of Mortgages secured by Manufactured Homes (03/02/16)

Freddie Mac will purchase Mortgages secured by Manufactured Homes under the terms of the Guide and this chapter.

Unless specifically made applicable to Mortgages secured by Manufactured Homes, negotiated underwriting provisions stated in the Purchase Documents will not apply to such Mortgages. In addition, unless specifically permitted, the special negotiated Mortgage products described in the Purchase Documents may not be used with Mortgages secured by Manufactured Homes.

Sellers should be familiar with the following terms used in this chapter.

HUD Codes for Manufactured Homes (HUD Codes)

The HUD Codes for Manufactured Homes (HUD Codes) refer to a series of regulations that establish requirements for Manufactured Homes in compliance with the National Manufactured Home Construction and Safety Standards Act of 1974, 42 U.S.C. 5401-5426. The codes are administered by HUD and include but are not necessarily limited to:

- Federal Manufactured Home Construction and Safety Standards (MHCSS; 24 C.F.R. Part 3280)
- Manufactured Home Procedural and Enforcement Regulations (24 C.F.R. Part 3282)
- Model Manufactured Home Installation Standards (MIS; 24 C.F.R. Part 3285 or 3286)
- Other codes incorporated by reference, e.g. FEMA 85, Manufactured Home Installation in Flood Hazard Areas

HUD Certification Label (HUD label or tag)

The HUD Certification Label is a metal plate that is affixed to the exterior of each transportable section of the Manufactured Home. The HUD Certification Number appears on each HUD Certification Label and evidences compliance with the Federal Manufactured Home Construction and Safety Standards.

HUD Data Plate/Compliance Certificate (Data Plate)

The HUD Data Plate/Compliance Certificate is a paper label mounted in the Manufactured Home that contains, among other things, the manufacturer's name, trade/model name, year manufactured and serial number, a list of the Certification Label number(s), etc. The Data Plate

is typically affixed in a readily accessible and visible location (e.g., near the main electrical panel, or in a kitchen cabinet, or a bedroom closet).

New Manufactured Home

A New Manufactured Home is a Manufactured Home that is purchased directly from a retailer or a developer, has never been occupied, and has never been affixed to a permanent foundation on another site.

5703.2: Property eligibility for Manufactured Homes (03/02/16)

(a) A Manufactured Home must have the following characteristics:

- The Manufactured Home must have been built on or after June 15, 1976

- The Manufactured Home must be built on a permanent chassis in compliance with the applicable HUD Codes for Manufactured Homes (HUD Codes) in effect as of the date the Manufactured Home was constructed

  To evidence the Manufactured Home is built in compliance with the Federal Manufactured Home Construction and Safety Standards, both the HUD Certification Label and HUD Data Plate must be present and legible. The HUD Data Plate section of the Manufactured Home Appraisal Report (Form 70B) must be completed with the information from both sources.

  When either the HUD Certification Label or the HUD Data Plate is not present or not legible, Freddie Mac will accept the following as evidence of compliance:

  HUD Certification Label

  - A verification letter from the Institute for Building Technology and Safety (IBTS)

  HUD Data Plate

  - A copy of the Data Plate or substitute performance verification certificate from the IBTS, or

  - A copy of the Data Plate from the In-Plant Primary Inspection Agency (IPIA) or manufacturer

- The Manufactured Home must be legally classified as real property; it must be a 1-unit dwelling that is permanently affixed to a permanent foundation in a way that makes it part of the real property

- The anchoring system must comply with the HUD Codes.

  If the Manufactured Home was installed prior to October 20, 2008, the anchoring system must comply with the manufacturer's design or a design by a licensed (registered) professional engineer.

  Anchoring systems refer to all components of the anchoring and support systems such as piers, footings, ties, anchoring equipment, anchoring assemblies, and any other equipment, materials, and methods of construction that support and secure the Manufactured Home to the ground.

- The permanent foundation must be designed for the site conditions, home design features, and the loads the home was designed to withstand in accordance with the manufacturer's instructions or a design by a licensed (registered) professional engineer. The foundation must meet all local, State or federal codes, as applicable.

- The Manufactured Home must be at least 12 feet wide and have a minimum of 600 square feet of gross living area

(b) A Manufactured Home must meet the following requirements:

- If any structural modifications or add-ons have been made to a 1-unit dwelling and any portion of the dwelling is a Manufactured Home, the Mortgage securing such property must be delivered as a Manufactured Home in compliance with the requirements of this chapter

- The Manufactured Home must be a 1-unit dwelling comprised of a single section (a "single-wide Manufactured Home") or multiple sections (a "multiwide Manufactured Home")

- The wheels, axles, and towing hitches must be removed from the Manufactured Home

- The land on which the Manufactured Home is situated must be owned by the Borrower in fee simple. Mortgages secured by Manufactured Homes located in a Condominium Project are eligible for sale to Freddie Mac if project eligibility is determined through a reciprocal review. See Section 5701.9. A Mortgage secured by a Manufactured Home located on a leasehold estate is not eligible for sale to Freddie Mac.

- A multiwide Manufactured Home may be located on an individual lot or in a subdivision or Planned Unit Development. A Mortgage secured by a single-wide Manufactured Home is eligible for sale to Freddie Mac only if the Manufactured Home is located in a Planned Unit Development or if located in a Condominium Project, and project eligibility is determined through a reciprocal review. See Section 5701.9.

- The Manufactured Home must be permanently connected to utilities in compliance with the HUD Codes. Utilities include power, water, and a sewage disposal system.

- The Mortgaged Premises must conform to all applicable use restrictions and must be zoned for residential use, and not commercial or business uses

- The square footage and room dimensions must be acceptable to typical purchasers in the market area

- The Manufactured Home must be permanently affixed to the permanent foundation, in compliance with the HUD Codes.

  If the installation was prior to October 20, 2008, the foundation must be designed for the site conditions, home design features, and the loads the home was designed to withstand in accordance with the manufacturer's instructions or a design by a licensed (registered) professional engineer. The foundation must meet all applicable local, State or federal codes. Any structural modifications to an existing Manufactured Home must be approved by a licensed professional engineer or the local, State or federal authority.

- Any improvements, modifications or repairs that affect the safety, soundness or habitability of the Manufactured Home must be completed prior to the sale of the Mortgage to Freddie Mac

(c) Other types of factory-built housing

Freddie Mac does not include other types of factory-built housing not subject to the National Manufactured Construction and Safety Standards Act, such as modular or panelized housing, in the definition of Manufactured Homes. Freddie Mac will purchase a Mortgage secured by one of those other types of factory-built housing, as long as Freddie Mac's Mortgage and property eligibility requirements are met.

5703.3: General eligibility requirements for Mortgages secured by Manufactured Homes (03/02/16)

(a) Eligible Mortgages

A Mortgage secured by a Manufactured Home must be submitted to Loan Prospector®. The following Mortgages are eligible:

- An Accept Mortgage, or

- An A-minus Mortgage, or

- A Mortgage that was submitted to Loan Prospector and received:

- ❑ An evaluation status of invalid, ineligible or incomplete, or
- ❑ A Risk Class of Caution and was not eligible as an A-minus Mortgage

And

- A fully amortizing 15-, 20- or 30-year fixed-rate Mortgage, or
- A 7/1 ARM, or
- A 10/1 ARM

(b) Ineligible Mortgages

A Mortgage secured by a Manufactured Home must not be:

- An ARM, other than those listed in Section 5703.3(a)
- A Home Possible Advantage[SM] Mortgage
- A Non-Loan Prospector Mortgage that has never been submitted to Loan Prospector
- A Mortgage subject to a temporary subsidy buydown
- A Renovation Mortgage
- A Seller-Owned Converted Mortgage
- A Seller-Owned Modified Mortgage
- An Investment Property Mortgage
- A Seasoned Mortgage
- A leasehold Mortgage
- A Mortgage securing a Manufactured Home that was moved from its original site and was previously occupied or installed on a permanent foundation
- A Mortgage with proceeds that are used to pay the outstanding balance under a land contract or contract for deed

(c) Occupancy

A Manufactured Home must be a Primary Residence or a second home.

An Investment Property Mortgage secured by a Manufactured Home is ineligible for delivery.

(d) Maximum loan term

For a purchase or "no cash-out" refinance transaction secured by a Primary Residence that is an Accept Mortgage, the maximum loan term is:

- 30 years, for Mortgages with loan-to-value (LTV)/total LTV (TLTV)/Home Equity Line of Credit TLTV (HTLTV) ratios less than or equal to 95%

For a purchase or "no cash-out" refinance transaction secured by a Primary Residence that is an A-minus Mortgage, or a Mortgage that was submitted to Loan Prospector and received an evaluation status of invalid, ineligible or incomplete, or a Risk Class of Caution and was not eligible as an A-minus Mortgage, the maximum loan term is:

- 20 years, for Mortgages with LTV/TLTV/HTLTV ratios greater than 90% and less than or equal to 95%

- 30 years, for Mortgages with LTV/TLTV/HTLTV ratios less than or equal to 90%

For a purchase or "no cash-out" refinance transaction secured by a second home, the maximum loan term is:

- 30 years, for Mortgages with LTV/TLTV/HTLTV ratios less than or equal to 85%

For a cash-out refinance transaction secured by a Primary Residence, the maximum loan term is:

- 20 years, for Mortgages with LTV/TLTV/HTLTV ratios less than or equal to 65%

(e) Maximum LTV/TLTV/HTLTV ratios

The maximum LTV/TLTV/HTLTV ratios for a Mortgage secured by a Manufactured Home are as follows:

PURCHASE AND "NO CASH-OUT" REFINANCE TRANSACTIONS	
ACCEPT MORTGAGES **(Fixed-rate, 7/1 ARM and 10/1 ARM with a maximum 30-year loan term)**	
Occupancy type	**Maximum LTV/TLTV/HTLTV ratio**

Primary Residence	95%
A-MINUS MORTGAGES, CAUTION MORTGAGES AND MORTGAGES THAT WERE SUBMITTED TO LOAN PROSPECTOR AND RECEIVED AN EVALUATION STATUS OF INVALID, INELIGIBLE OR INCOMPLETE (Fixed-rate, 7/1 ARM and 10/1 ARM with a maximum 30-year loan term)	
Occupancy type	**Maximum LTV/TLTV/HTLTV ratio**
Primary Residence	90%
A-MINUS MORTGAGES, CAUTION MORTGAGES AND MORTGAGES THAT WERE SUBMITTED TO LOAN PROSPECTOR AND RECEIVED AN EVALUATION STATUS OF INVALID, INELIGIBLE OR INCOMPLETE (Fixed-rate, 7/1 ARM and 10/1 ARM with a maximum 20-year loan term)	
Occupancy type	**Maximum LTV/TLTV/HTLTV ratio**
Primary Residence	95%
ACCEPT MORTGAGES, A-MINUS MORTGAGES, CAUTION MORTGAGES AND MORTGAGES THAT WERE SUBMITTED TO LOAN PROSPECTOR AND RECEIVED AN EVALUATION STATUS OF INVALID, INELIGIBLE OR INCOMPLETE (Fixed-rate, 7/1 ARM and 10/1 ARM with a maximum 30-year loan term)	
Occupancy type	**Maximum LTV/TLTV/HTLTV ratio**
Second home	85%

CASH-OUT REFINANCE TRANSACTIONS	
ACCEPT MORTGAGES, A-MINUS MORTGAGES, CAUTION MORTGAGES AND MORTGAGES THAT WERE SUBMITTED TO LOAN PROSPECTOR AND RECEIVED AN EVALUATION STATUS OF INVALID, INELIGIBLE OR INCOMPLETE (Fixed-rate, 7/1 ARM and 10/1 ARM with a maximum 20-year loan term)	
Occupancy Type	**Maximum LTV/TLTV/HTLTV ratio**
Primary Residence	65%

(f) Mortgage insurance requirements

A Mortgage secured by a Manufactured Home must have mortgage insurance coverage as follows:

LTV Ratio	≤20-Year Loan Term	>20-Year Loan Term and ≤30-Year Loan Term
Primary Residence		
Greater than 80% up to 85%	12%	12%
Greater than 85% up to 90%	25%	25%
Greater than 90%	30%	30%

The Mortgage can include Borrower-paid mortgage insurance premiums as provided for in Section 4701.2. The Mortgage is not eligible for the flexible mortgage insurance options described in Section4701.1.

5703.3: General eligibility requirements for Mortgages secured by Manufactured Homes (Future effective date 07/01/16)

(a) Eligible Mortgages

A Mortgage secured by a Manufactured Home must be submitted to Loan Prospector®. The following Mortgages are eligible:

- An Accept Mortgage, or
- An A-minus Mortgage, or
- A Mortgage that was submitted to Loan Prospector and received:
  - An evaluation status of invalid, ineligible or incomplete, or
  - A Risk Class of Caution and was not eligible as an A-minus Mortgage

And

- A fully amortizing 15-, 20- or 30-year fixed-rate Mortgage, or
- A 7/1 ARM, or
- A 10/1 ARM

(b) Ineligible Mortgages

A Mortgage secured by a Manufactured Home must not be:

- An ARM, other than those listed in Section 5703.3(a)
- A Home Possible Advantage℠ Mortgage
- A Non-Loan Prospector Mortgage that has never been submitted to Loan Prospector
- A Mortgage subject to a temporary subsidy buydown
- A Renovation Mortgage
- A Seller-Owned Converted Mortgage
- A Seller-Owned Modified Mortgage

- An Investment Property Mortgage
- A Seasoned Mortgage
- A leasehold Mortgage
- A Mortgage securing a Manufactured Home that was moved from its original site and was previously occupied or installed on a permanent foundation
- A Mortgage with proceeds that are used to pay the outstanding balance under a land contract or contract for deed

(c) Occupancy

A Manufactured Home must be a Primary Residence or a second home.

An Investment Property Mortgage secured by a Manufactured Home is ineligible for delivery.

(d) Maximum loan term

For a purchase or "no cash-out" refinance transaction secured by a Primary Residence that is an Accept Mortgage, the maximum loan term is:

- 30 years, for Mortgages with loan-to-value (LTV)/total LTV (TLTV)/Home Equity Line of Credit TLTV (HTLTV) ratios less than or equal to 95%

For a purchase or "no cash-out" refinance transaction secured by a Primary Residence that is an A-minus Mortgage, or a Mortgage that was submitted to Loan Prospector and received an evaluation status of invalid, ineligible or incomplete, or a Risk Class of Caution and was not eligible as an A-minus Mortgage, the maximum loan term is:

- 20 years, for Mortgages with LTV/TLTV/HTLTV ratios greater than 90% and less than or equal to 95%
- 30 years, for Mortgages with LTV/TLTV/HTLTV ratios less than or equal to 90%

For a purchase or "no cash-out" refinance transaction secured by a second home, the maximum loan term is:

- 30 years, for Mortgages with LTV/TLTV/HTLTV ratios less than or equal to 85%

For a cash-out refinance transaction secured by a Primary Residence, the maximum loan term is:

- 20 years, for Mortgages with LTV/TLTV/HTLTV ratios less than or equal to 65%

(e) Maximum LTV/TLTV/HTLTV ratios

The maximum LTV/TLTV/HTLTV ratios for a Mortgage secured by a Manufactured Home are as follows:

PURCHASE AND "NO CASH-OUT" REFINANCE TRANSACTIONS	
ACCEPT MORTGAGES **(Fixed-rate, 7/1 ARM and 10/1 ARM with a maximum 30-year loan term)**	
Occupancy type	**Maximum LTV/TLTV/HTLTV ratio**
Primary Residence	95%
A-MINUS MORTGAGES, CAUTION MORTGAGES AND MORTGAGES THAT WERE SUBMITTED TO LOAN PROSPECTOR AND RECEIVED AN EVALUATION STATUS OF INVALID, INELIGIBLE OR INCOMPLETE **(Fixed-rate, 7/1 ARM and 10/1 ARM with a maximum 30-year loan term)**	
Occupancy type	**Maximum LTV/TLTV/HTLTV ratio**
Primary Residence	90%
A-MINUS MORTGAGES, CAUTION MORTGAGES AND MORTGAGES THAT WERE SUBMITTED TO LOAN PROSPECTOR AND RECEIVED AN EVALUATION STATUS OF INVALID, INELIGIBLE OR INCOMPLETE **(Fixed-rate, 7/1 ARM and 10/1 ARM with a maximum 20-year loan term)**	
Occupancy type	**Maximum LTV/TLTV/HTLTV ratio**
Primary Residence	95%

ACCEPT MORTGAGES, A-MINUS MORTGAGES, CAUTION MORTGAGES AND MORTGAGES THAT WERE SUBMITTED TO LOAN PROSPECTOR AND RECEIVED AN EVALUATION STATUS OF INVALID, INELIGIBLE OR INCOMPLETE (Fixed-rate, 7/1 ARM and 10/1 ARM with a maximum 30-year loan term)	
Occupancy type	**Maximum LTV/TLTV/HTLTV ratio**
Second home	85%

CASH-OUT REFINANCE TRANSACTIONS	
ACCEPT MORTGAGES, A-MINUS MORTGAGES, CAUTION MORTGAGES AND MORTGAGES THAT WERE SUBMITTED TO LOAN PROSPECTOR AND RECEIVED AN EVALUATION STATUS OF INVALID, INELIGIBLE OR INCOMPLETE (Fixed-rate, 7/1 ARM and 10/1 ARM with a maximum 20-year loan term)	
Occupancy Type	**Maximum LTV/TLTV/HTLTV ratio**
Primary Residence	65%

(f) Mortgage insurance requirements

A Mortgage secured by a Manufactured Home must have mortgage insurance coverage as stated in Section 4701.1.

The Mortgage can include Borrower-paid mortgage insurance premiums as provided for in Section 4701.2.

5703.4: Eligible transaction types for Mortgages secured by Manufactured Homes (03/02/16)

A Mortgage secured by a Manufactured Home may be a purchase transaction, “no cash-out” refinance transaction or a cash-out refinance transaction.

(a) Purchase transactions

A purchase transaction is one in which the loan proceeds are used to finance the purchase of the Manufactured Home. The proceeds may also be used to purchase the land, or the Borrower may separately own the land. The purchase price may include documented costs for delivery and setup, site development, installation, and permanent utility connections, including well and/or septic systems. Credits for wheels and axles, and any Manufactured Home retailer rebates, must be deducted from the purchase price along with any sales concessions in accordance with Section 4204.3. Financing of any forms of insurance, except for mortgage insurance, or other costs is not allowed for purchase transactions.

The maximum loan-to-value (LTV) (and total LTV (TLTV)/Home Equity Line of Credit TLTV (HTLTV) ratios, if applicable) for a purchase transaction Mortgage secured by a newly built Manufactured Home (i.e., not previously owned) and/or not affixed to a permanent foundation as of the application date, is based on value calculated as the lower of:

- The purchase price of the Manufactured Home, and
  - If the land was purchased less than 12 months prior to the application date, the lowest purchase price at which the land was sold during that 12-month period, or
  - If the land was purchased 12 months or more prior to the application date, the current appraised value of the land, or
- The current appraised value of the Manufactured Home and land

The LTV ratio (and TLTV/HTLTV ratio, if applicable) for a purchase transaction Mortgage secured by a Manufactured Home that is affixed to a permanent foundation prior to the application date will be based on value calculated as the lowest of:

- The purchase price of the Manufactured Home and land, or
- The current appraised value of the Manufactured Home and land, or
- If the Manufactured Home was affixed to a permanent foundation less than 12 months prior to the application date, the lowest price at which the Manufactured Home was previously sold during that 12-month period, and the lower of:
  - The current appraised value of the land, or
  - The lowest price at which the land was sold during that 12-month period (provided there was such a sale)

For a new Manufactured Home, whether it is affixed to a permanent foundation prior to or after the application date, the Seller must obtain a copy of the manufacturer's invoice and Manufactured Home Purchase Agreement.

See Chapter 4602 for the requirements for purchase transaction Construction Conversion Mortgages secured by a Manufactured Home as well as for calculation of value used to determine the LTV ratio (and TLTV/HTLTV ratio, if applicable) for those Mortgages.

(b) "No cash-out" refinance transactions

A "no cash-out" refinance transaction involves the payoff of an existing Mortgage secured by the Manufactured Home and land. The loan amount is limited to the amounts used to:

- Pay off the first Mortgage secured by the Manufactured Home and the land (or the existing Mortgages if the home and land were encumbered by separate first Mortgages) that was obtained by the Borrower, regardless of age
- Pay off any junior lien(s) secured by the Manufactured Home and/or land that was used in its entirety to purchase the Manufactured Home and/or land that was obtained by the Borrower
- Pay related Closing Costs, Financing Costs and Prepaids/Escrows
- Disburse cash out to the Borrower (or any other payee) not to exceed 2% of the new refinance Mortgage or $2,000, whichever is less

A "no cash-out" refinance Mortgage must also meet the requirements in Sections 4301.4(a) and 4301.4(b) except that the loan amount is limited to the amounts described in this section .

The LTV ratio (and TLTV/HTLTV ratio, if applicable) for a "no cash-out" refinance transaction is based on value calculated as follows:

- If the Borrower has owned the Manufactured Home and land for 12 months or more prior to the application date, the value is the current appraised value
- If the Borrower has owned the Manufactured Home for less than 12 months prior to the application date, and if the Manufactured Home and land are secured by separate liens, the value is the lower of:
  - The current appraised value of the Manufactured Home and land

    OR

  - The lowest price at which the Manufactured Home was previously sold during the 12-month period preceding the application date, and
  - The lower of the current appraised value of the land or the lowest purchase price at which the land was sold during the 12-month period preceding the application date (provided there was such a sale)

- If the Borrower has owned the Manufactured Home and land for less than 12 months prior to the application date, and the Manufactured Home and land are secured by a single lien, value is the lower of:
  - The purchase price at which the Manufactured Home and land were previously sold during the 12-month period preceding the application date, or
  - The current appraised value of the Manufactured Home and land

For a new Manufactured Home, whether it is affixed to a permanent foundation prior to or after the application date, the Seller must obtain a copy of the manufacturer's invoice and Manufactured Home Purchase Agreement.

See Chapter 4602 for the requirements for "no cash-out" refinance transaction Construction Conversion Mortgages secured by a Manufactured Home as well as for calculation of value used to determine the LTV ratio (and TLTV/HTLTV ratio, if applicable) for those Mortgages.

(c) Cash-out refinance transactions

A cash-out refinance transaction involves the payoff of an existing Mortgage secured by the Manufactured Home and land (or existing liens if the Manufactured Home and land were encumbered by separate first Mortgages), or enables the property owner to obtain a Mortgage on a property that does not already have a Mortgage against it, and permits the Borrower to take equity out of the property in the form of Mortgage proceeds. To be eligible for a cash-out refinance, the Borrower must have owned both the Manufactured Home and land for 12 months or more prior to the application date.

The value for a cash-out refinance Mortgage is based on the current appraised value of the Manufactured Home and land.

5703.5: Underwriting requirements for Mortgages secured by Manufactured Homes (03/02/16)

(a) Loan Prospector® Mortgages

All Mortgages secured by Manufactured Homes must be submitted to Loan Prospector.

Non-Loan Prospector Mortgages secured by Manufactured Homes that have never been submitted to Loan Prospector are not eligible for delivery.

Mortgages that are submitted to Loan Prospector and receive a Risk Class of Caution, not eligible for A-minus, or an evaluation status of invalid, ineligible or incomplete, must be manually underwritten in accordance with the requirements of Topics 5100 through 5500 and must have the Minimum Indicator Scores required on Exhibit 25, Mortgages with Risk Class and/or Minimum Indicator Score Requirements.

(b) Borrower funds

Refer to Section 5501.3 for eligible sources of Borrower Personal Funds.

(c) Land

If the Borrower owns the land on which the Manufactured Home is being permanently attached, the land may be used as an equity contribution. In such event, the Borrower's equity contribution is equal to:

- The current appraised value of the land if the Borrower has owned the land for 12 months or more prior to the application date, or
- The lower of the current appraised value of the land or the purchase price of the land if the Borrower has owned the land for less than 12 months

If the Borrower purchased the land less than 12 months prior to the application date, the Seller must document the Borrower's equity contribution with:

- A certified copy of the Settlement/Closing Disclosure Statement, and
- A copy of the warranty deed evidencing there are no liens against the subject property, or a copy of the release for any prior lien(s)

If the Borrower acquired the land as a gift, an inheritance or by some other non-purchase transaction less than 12 months prior to the application date, the Seller must obtain appropriate documentation to verify the acquisition and transfer of ownership of the land. In such event, the value of the land will be its current appraised value.

(d) Trade equity

If the subject transaction involves trade equity from the Borrower's existing Manufactured Home, the requirements of this subsection must be met.

The maximum equity contribution from the traded Manufactured Home must be determined as follows:

- If the Borrower has owned the traded Manufactured Home for 12 months or more prior to the application date, 90% of the retail value based on the N.A.D.A. Manufactured Housing Appraisal Guide®, or
- If the Borrower has owned the traded Manufactured Home for less than 12 months prior to the application date, the maximum equity contribution is the lesser of 90% of the retail value or the lowest price at which the Manufactured Home was sold during that 12-month period

Any costs resulting from the removal of the Manufactured Home or any outstanding indebtedness secured by liens on the Manufactured Home must be deducted from the maximum equity contribution.

The trade equity must be documented by a lien search in the appropriate real property or personal property records to verify ownership and existence of liens on the Manufactured Home and land, if included. The seller of the new Manufactured Home must provide proof of title transfer and satisfaction of any existing liens on the traded Manufactured Home.

(e) Layering of risk

A Manufactured Home adds a layer of collateral risk that must be considered when evaluating the overall risk of the Mortgage using the three Cs of underwriting (credit reputation, capacity and collateral). The Seller must consider this high-risk characteristic in evaluating the overall risk of the Mortgage and avoid combining a Manufactured Home with weaknesses in the components of capacity and credit reputation. See Section 5102.2 for more information on evaluating layering of risk and how to document that the overall risk of the Mortgage is acceptable.

For example, a Mortgage secured by a Manufactured Home with maximum financing is acceptable if the Borrower has a strong credit reputation and strong capacity to offset the high risk within the collateral component. However, if the Borrower has weaknesses in credit reputation, such as a credit history of short duration or derogatory credit information, the layering of risk across credit reputation and collateral is excessive and would make the Mortgage unacceptable.

5703.6: Appraisal requirements for Manufactured Homes (03/02/16)

The Seller must obtain an appraisal with an interior and exterior inspection that meets Freddie Mac requirements, including the following requirements:

(a) Additional appraiser qualifications for appraisals of Manufactured Homes

In addition to the appraiser qualifications stated in Section 5601.3, the Seller must determine that the appraiser demonstrates the knowledge and experience to perform quality appraisals for Manufactured Homes. The appraiser must:

- Have adequate experience and must have previously completed real property appraisals of Manufactured Homes
- Have adequate education and/or training related to the appraisal of Manufactured Homes

- Understand the unique features that affect the quality of Manufactured Homes and the factory construction techniques for Manufactured Homes

- Understand the manufacturers' and federal, State and local requirements for the installation of Manufactured Homes

- Be knowledgeable concerning the local Manufactured Home market, and

- Have access to appropriate data sources to establish an opinion of value

  Traditional appraisal data sources may not provide sufficient quality Manufactured Home data for the appraiser to develop a supportable and well-documented appraisal. Although the Multiple Listing Service and public records information remain an important source of data, the appraiser must develop other sources such as Manufactured Home retailers and builders experienced in the installation of Manufactured Homes.

  The N.A.D.A. Manufactured Housing Appraisal Guide® and Marshall & Swift® Residential Cost Handbook may also be used to provide support for the appraiser's quality adjustments and value conclusions.

(b) Contract for sale of a Manufactured Home provided to appraiser

In addition to the requirements in Section 5601.3, the Seller must provide the appraiser with:

- A complete copy of the executed contract for sale of the Manufactured Home and the land, or if the Manufactured Home and land have separate contracts, the executed contract for each is required. If the Borrower has owned the land for 12 months or more, a copy of the executed contract for the land is not required.

- A copy of the manufacturer's invoice and the Manufactured Home Purchase Agreement when:

  - The Manufactured Home is a new Manufactured Home and the transaction is a purchase transaction; or

  - The Mortgage is a Construction Conversion Mortgage and the transaction is either a purchase transaction or “no cash-out” refinance transaction

- The appraiser must analyze the contract for sale and other documents for the transaction, including, if required, the manufacturer’s invoice and Manufactured Home Purchase Agreement

- If the Manufactured Home was installed after October 20, 2008, the Seller must provide the appraiser with a copy of the Certification of Installation or the comparable State-specific form, and any additional information the appraiser may need as part of the ordering of the completion report or appraisal update.

(c) Appraisal requirements for a Manufactured Home

The appraiser must, at a minimum:

- Perform a complete visual inspection of the interior and exterior areas of the Manufactured Home
- Inspect the neighborhood
- Inspect each of the comparable sales from at least the street
- Research, verify, and analyze data from reliable public and/or private sources
- Develop an opinion of the market value of the Manufactured Home based on the sales comparison approach to value. Non-realty items, such as insurance, warranties or furniture must be excluded from the value conclusion
- Develop the cost approach to value as support for the sales comparison approach
- Report his or her analyses, opinions, and conclusions on Form 70B, Manufactured Home Appraisal Report
- Match the manufacturer's serial number(s) and the HUD Certification Label number(s) on the dwelling to the number(s) on the contract for sale, manufacturer's invoice, and any other documentation provided. If the numbers do not match, the appraisal report must clearly state that the Manufactured Home is not the same dwelling referenced on the contract for sale or other applicable documentation.
- Complete the Form 70B in its entirety

(d) Sales comparison approach for Manufactured Homes

- The appraiser must state the specific number of manufactured home sales and listings as well as the respective price ranges that were used in the analysis
- The appraisal report for the Manufactured Home must contain at least two comparable manufactured home sales of similar configuration (i.e., single-wide comparable sales for a single-wide subject property and multiwide comparable sales for a multiwide subject property) and similar quality

The appraiser may use either site-built housing or a different type of factory built-housing as the third comparable sale if the appraiser explains the reason for selecting the comparable and makes and supports the appropriate adjustments in the appraisal report. More than three comparable sales may be used if needed to adequately support the appraiser's opinion of value.

If the Manufactured Home is in a controlled market (such as a new subdivision or project, a newly converted project or an area where the property seller owns a substantial number of units), at least one comparable sale must be outside the influence of the developer, builder or property seller. Resales from within the subject project or subdivision may be used to meet this requirement. When comparable sales from outside the subject project or subdivision are used, they must also be outside the influence of the subject property's developer, builder or property seller.

The appraiser must not create comparable sales by combining vacant land sales with the contract purchase price of the Manufactured Home. If the appraiser is unable to develop an appraisal based on at least two comparable sales of similar Manufactured Homes, the Mortgage is not eligible for sale to Freddie Mac.

(e) Cost approach for Manufactured Homes

The cost approach and sales comparison approach are complementary for the valuation of manufactured housing and must support the final value conclusion. A detailed cost approach to value based on published sources and supported by market data is required for all Manufactured Home appraisals. It must, at a minimum, provide the information indicated on Form 70B, and provide sufficient information and data to allow the Seller and other reviewers to replicate the cost figures and calculations.

The cost figures must come directly from a published cost service without modification by the appraiser. The appraiser must report the source of the cost data and the effective date of cost data.

The appraiser must provide a quality rating from the cost service used. The appraiser's quality rating must be based on objective criteria.

The appraiser must provide his or her opinion of site value supported by a summary of comparable land sales or other methods used for estimating site value.

(f) Income approach for Manufactured Homes

The income approach to value is not required; however, the appraiser must consider the income approach to value and develop it if applicable and necessary to develop a credible report.

(g) Completion documentation for Manufactured Homes

If the appraisal is performed before the Manufactured Home is delivered and installed on a permanent foundation, the Seller must document that the Manufactured Home is complete. If a new appraisal is required, the appraiser must provide an analysis of previously unavailable information. If the new appraisal is an appraisal update that also acts as documentation of

completion, the appraiser must state that the conditions of the underlying appraisal have been satisfied.

5703.7: Title issues and lien requirements relating to Manufactured Homes (03/02/16)

(a) Real property requirements

To be eligible for delivery to Freddie Mac, a Mortgage must be secured by a perfected First Lien on real estate that consists of the Manufactured Home and the land on which the Manufactured Home is permanently affixed, and the Manufactured Home must be legally classified as real property under applicable State law, including relevant statutes, regulations and judicial decisions.

The Seller must be:

- Familiar with, and comply with, all State laws and regulations and complete all steps necessary to ensure that all of the property securing the Mortgage, including the Manufactured Home, is real property

- Aware of all State laws relating to titling the Manufactured Home and creating and perfecting liens on the Manufactured Home

If a State has laws, regulations or administrative policies that establish procedures allowing for the surrender and cancellation of the certificate of title, the Seller must comply with these procedures.

If a State does not have procedures allowing for the surrender and cancellation of the certificate of title, the Seller must comply with requirements for evidencing and perfecting a lien on the Manufactured Home on the certificate of title.

For example, if a State has laws, regulations or administrative policies that establish procedures allowing for the surrender and cancellation of the certificate of title, the Borrower may have to file an evidence of intent or affidavit of affixture for a Manufactured Home to be converted to real property. Or, a State may require a foundation form to be recorded in the land records and filed with the agency governing manufactured housing to complete the process for converting it to real property.

A Mortgage secured by a real estate lien on a Manufactured Home evidenced and perfected using a certificate of title is eligible for delivery only if a State has no statutory, regulatory or formal administrative process for surrendering and canceling a certificate of title or exemption of a Manufactured Home from the certificate of title requirements.

(b) Real property classification

Generally, a State will classify or recognize a Manufactured Home as real property using one of the following approaches:

1. **Non-certificate of title States**

   The Manufactured Home is classified as real property when it meets the requirements imposed by the State, including but not limited to, the permanent attachment of the Manufactured Home to the land. The State does not require that the owner of the Manufactured Home obtain a certificate of title for the Manufactured Home ("non-certificate of title States").

   In non-certificate of title States, title to the Manufactured Home is evidenced and conveyed by deed and the lien on the Manufactured Home and the land is created and perfected by a recorded Security Instrument.

2. **Certificate of title surrender States**

   The Manufactured Home is classified as real property when it meets the requirements imposed by the State, including but not limited to:

   - The Manufactured Home is permanently affixed to the land
   - The certificate of title is surrendered to the appropriate State agency, and
   - The certificate of title is cancelled by the State agency ("certificate of title surrender States")

   Some certificate of title surrender States also provide for an exemption from the issuance of a certificate of title upon the surrender of the manufacturer's statement of origin if the Manufactured Home is permanently affixed to the land and meets the other requirements for a surrender and cancellation of a certificate of title.

   In certificate of title surrender States, after the certificate of title has been cancelled or otherwise exempted, title to the Manufactured Home is evidenced and conveyed by deed and the lien on the Manufactured Home and the land is created and perfected by a recorded Security Instrument.

3. **Certificate of title States**

   The Manufactured Home is recognized as part of the real property when it meets the requirements imposed by the State, including but not limited to:

   - The Manufactured Home is permanently affixed to the land, and

- The Manufactured Home meets all other conditions to be legally recognized as real property when a certificate of title has been issued by the State but not surrendered ("certificate of title States")

In a certificate of title State, the State does not have procedures allowing for the surrender and cancellation of the certificate of title.

In a certificate of title State:

- Ownership of the Manufactured Home is shown on the certificate of title and ownership of the land is shown on the recorded deed to the real property

- Transfer of ownership of the Manufactured Home is either noted on the certificate of title or by the issuance of a new certificate of title showing the purchaser as the owner, and transfer of ownership of the land is done through a recorded deed of transfer

- The lien on the land is created by the Security Instrument and is evidenced and perfected by recording the Security Instrument in the land records. The lien on the Manufactured Home is created by the same Security Instrument but is evidenced and perfected by its notation on the certificate of title to the Manufactured Home and/or filing with the appropriate State agency, or another specified method.

(c) Documentation requirements

In all cases, notwithstanding the different processes required by State law, the Seller must maintain in the Mortgage file documentation evidencing that:

- The Manufactured Home is legally classified as real property, and

- The Manufactured Home is properly titled, and

- The lien on the Manufactured Home and the land on which it is permanently affixed has been properly created, evidenced and perfected

The documentation must include the serial number(s)/vehicle identification number(s) (VIN) for each section of the Manufactured Home.

1. Special requirements for non-certificate of title States

The Seller must maintain the following in the Mortgage file:

- Information stating the legal basis (statutory or common law) for determining that the Manufactured Home is real property that is exempt from certificate of title requirements. This information may be included in the documentation from the title insurance company that the Manufactured Home is real property, and

- Evidence that a certificate of title has not been issued such as the manufacturer's statement of origin (provided that the manufacturer's statement of origin is not required to be surrendered to a State agency)

2. Special requirements for certificate of title surrender States

The Seller must provide documentation from the appropriate State authority to evidence that the certificate of title has been surrendered and cancelled (or in the case of a new Manufactured Home, the manufacturer's statement of origin has been surrendered and no certificate of title was issued). The Seller must provide as evidence:

- A certificate of cancellation, notification letter or other acknowledgement from the Department of Motor Vehicles (DMV) or the appropriate State agency to which the certificate of title was surrendered, or

- A copy of the documents submitted in connection with the surrender, along with evidence that the documents were delivered and received by the appropriate State agency

  And

- Copies of documents recorded in the land records as part of the title surrender procedures to show the Manufactured Home has been converted to real property, such as an affidavit of affixture

3. Special requirements for certificate of title States

The Seller must comply with the following special requirements for Mortgages secured by Manufactured Homes located in certificate of title States:

- In addition to the requirements for perfecting a lien on the land to which the Manufactured Home is permanently affixed, the Seller must take all necessary action to perfect the lien on the Manufactured Home. This may include adding a notation of the Seller's security interest in the Manufactured Home on the certificate of title in the name of Seller and its successors in interest and assigns, and/or recording its lien with the State motor vehicles administration or other authorized agency.

- The Seller must verify that ownership of the Manufactured Home as shown on the certificate of title and ownership of the land as shown on the deed are identical, and that the owner of the Manufactured Home and the land is the Borrower under the Note and Security Instrument

- The Seller/Servicer is not required to note the assignment of the security interest in the Manufactured Home to the Federal Home Loan Mortgage Corporation (Freddie Mac) on the certificate of title. However, if it deems necessary to protect its interests, at its sole discretion and at any time, Freddie Mac may require a Seller/Servicer, at

the Seller/Servicer's expense, to note the assignment of its security interest in the Manufactured Home to Freddie Mac in one or more of the following ways, depending on State law:

- ❑ Notation on the certificate of title, and/or
- ❑ Recording the assignment to Freddie Mac with the State motor vehicles administration or other authorized agency

- For assignments of the lien on the Manufactured Home, the Seller/Servicer must ensure that the chain of assignments as noted on the certificate of title is complete from the original mortgagee on the certificate of title to the Seller, and the full chain of assignments noted on the certificate of title is recorded in the State motor vehicles administration or other authorized agency, if required. If the Seller concurrently or subsequently transfers the Servicing rights, an assignment to the new Servicer must be noted on the certificate of title and/or must be recorded in the State motor vehicles administration or other authorized agency, if required.

The following requirements must be completed by the Seller when preparing and completing assignments of the security interest in the Manufactured Home for Concurrent or Subsequent Transfers of Servicing in a certificate of title State:

- If the Borrower holds the original certificate of title, and the original certificate of title must be produced to note the assignment, the Seller/Servicer must obtain the original certificate of title from the Borrower and follow the applicable procedures to note the assignment on the certificate of title

- The Transferor must note any intervening assignments from the original mortgagee to the Transferor on the certificate of title and, if required, record the complete chain of assignments from the original mortgagee to the Transferor with the State motor vehicles administration or other authorized agency

- The Transferor must note the assignment of its interest in the Manufactured Home to the Transferee on the original certificate of title and, if required, record the assignment with the State motor vehicles administration or other authorized agency

- If the Borrower holds the original certificate of title, the Transferor must retain a copy of the original certificate with the noted assignments before returning the original certificate of title with the noted assignments to the Borrower in accordance with applicable procedures

- The Transferor must deliver the certificate of title (or, if applicable, a copy of the certificate of title) evidencing the complete chain of title to the Transferee who must retain the certificate of title or a copy of the certificate of title, as applicable, in the Mortgage file

The Seller must maintain the following documents in the Mortgage file for certificate of title States.

- The original certificate of title showing all intervening assignments and ending with the Seller and its successors in interests and assigns as lienholder if State law does not require the original certificate of title to be held by the Manufactured Home owner, or

- A copy of the certificate of title showing all intervening assignments and ending showing the Seller and its successors in interests and assigns as lienholder if State law requires the original certificate of title to be held by the Manufactured Home owner, and

- Evidence on the certificate of title (original or copy, as applicable) of the assignment of the security interest in the Manufactured Home from the Transferor to the Transferee Servicer if there has been a Transfer of Servicing

Note: Mortgages secured by Manufactured Homes in certificate of title States are not eligible for registration with the MERS®.

(d) Borrower and Seller affidavit

The Borrower and, if required, the Seller, must sign an affidavit that acknowledges their intent for the Manufactured Home to be permanently part of the real property that secures the Mortgage and that contains any specific language that may be required by applicable law. The affidavit must be recorded, if permitted, and either a copy of the affidavit showing the record location or the original after its return from recordation must be maintained in the Mortgage file.

(e) Uniform Instruments

The financing of the Manufactured Home and the land must be evidenced by a valid and enforceable single real estate First Lien Security Instrument that includes the Manufactured Home as part of the real property collateral and is recorded in the land records.

Mortgages secured by Manufactured Homes must be evidenced by:

- The current Fannie Mae/Freddie Mac Uniform fixed-rate Note or acceptable ARM Note, and

- The current Fannie Mae/Freddie Mac State-specific Security Instrument

The Note or the Security Instrument may not contain any statement that provides for the waiver of the rights of holders of due course or provides that an assignee Note holder may be held liable for claims the Borrower may have against other parties.

A Manufactured Home must be described in the Security Instrument and the description must include the year, make, model and serial number(s)/VIN(s) for each section of the Manufactured Home and any other information required by applicable law to identify the Manufactured Home.

(f) Title insurance

The Mortgage must be covered under a standard real estate title insurance policy that complies with Chapter 4702, and that identifies the Manufactured Home located on the real property and insures against any loss if the Manufactured Home is not real property.

The Seller must provide one of the following title policy endorsements for each Manufactured Home:

- An ALTA Form 7.1, where available, or ALTA Form 7 endorsement, or
- An endorsement required in the applicable jurisdiction that insures that the Manufactured Home constitutes real property, such as the T-31 endorsement in the State of Texas

Note: The ALTA Form 7 endorsement does not insure the Manufactured Home has been properly converted to real property. If the State has statutory, regulatory or formal administrative process for surrendering and canceling a certificate of title, the Seller is responsible for ensuring that all steps necessary to convert the Manufactured Home to real property have been completed and documentation evidencing the conversion is in the Mortgage file.

(g) Closing instructions

The Seller must provide its closing agents closing instructions that instruct the agent to obtain the required documentation evidencing that the Manufactured Home is affixed to a permanent foundation on the land.

In non-certificate of title States, the closing instructions must instruct the closing agent to provide documentation for retention in the Mortgage file showing that the Manufactured Home is real property that does not require a certificate of title, including documentation that the Manufactured Home has been permanently installed.

In certificate of title surrender States, the closing instructions must instruct the closing agent to perform all necessary procedures to assure that the certificate of title to the Manufactured Home is properly cancelled (or the manufacturer's statement of origin properly surrendered), and provide the Seller with supporting documentary evidence for retention in the Mortgage file.

Except for States where insured closing protection letters are not allowed under State law or regulations, the Seller must obtain an insured closing protection letter for each Mortgage that is secured by a Manufactured Home. If any of the documentation related to the conversion of the Manufactured Home to real property cannot be obtained until after closing, the Seller

should obtain a properly circumscribed power of attorney from the Borrower that may be used to complete the post-closing items as intended.

5703.8: Taxation of Mortgaged Premises (03/02/16)

If State law or the local taxing authority, as of the Origination Date, requires or permits the Mortgaged Premises to be taxed as real estate, the Mortgaged Premises must be taxed as real estate by the jurisdiction where it is located.

If State law or the local taxing authority, as of the Origination Date, requires the Mortgaged Premises to be taxed as personal property, the Mortgaged Premises may be taxed as personal property by the jurisdiction where it is located provided:

- The taxation does not affect the status of the property as real property, and
- The Servicer's escrow systems are adjusted to escrow for both real estate and personal property taxes, and
- If the taxing authority has provisions for notifying secured lenders of tax delinquencies, the Seller has taken all necessary action to ensure that the Seller/Servicer will receive any applicable notice of tax delinquency

All of our requirements relating to real estate taxes apply equally to personal property taxes applicable to a Mortgage secured by a Manufactured Home.

Note: The taxation of the Mortgaged Premises as real property is not evidence that all the appropriate steps to convert a Manufactured Home to real property have been completed or that a Manufactured Home is legally classified as real property.

5703.9: Other requirements for Mortgages secured by Manufactured Homes (03/02/16)

(a) Delivery requirements

See Section 6302.25 for additional special delivery requirements for Mortgages secured by Manufactured Homes.

(b) Postsettlement delivery fee (delivery fee)

A special delivery fee will be assessed and billed to the Seller in conjunction with the sale of Mortgages secured by Manufactured Homes. The Seller must refer to
Exhibit 19, Postsettlement Delivery Fees, for information on the Manufactured Homes

delivery fee and other delivery fees. Delivery fees are paid in accordance with the delivery fee provisions outlined in Chapter 6303.

Chapter 5704: Leasehold Estates

5704.1: Purchase of leasehold Mortgages (03/02/16)

Freddie Mac will purchase a Mortgage secured by a leasehold estate, including a Mortgage secured by a leasehold estate in a ground lease community. A Mortgage that is secured by a leasehold interest is considered to be a leasehold Mortgage. The following property types are eligible to secure leasehold Mortgages:

- 1- to 4-unit properties
- Planned Unit Development (PUD) units
- Condominium Units

A Manufactured Home is not eligible to secure a leasehold Mortgage.

(a) Terms

The following terms apply for purposes of this section:

- **Basic Rent**

  The amount paid for the use of the leasehold estate under the terms of the lease (or sublease, if applicable). Basic rent does not include:

  - Taxes
  - Insurance
  - Utilities for the leasehold estate or common areas, or
  - Use fees or operating expenses for the common areas, facilities and services

- **Fee simple lienholder**

  Any entity, including the fee simple mortgagee or a creditor that has a lien on the lessor's fee simple interest in the leased land and the common areas and community facilities.

- **Ground lease community**

  A planned residential development, including infrastructure, common areas and community facilities for use by the individual lessee, with the following characteristics:

1. Under the terms of the lease, the individual lessee holds a real property leasehold estate in a parcel of land improved by a dwelling and has an undivided common interest in the infrastructure, common areas and community facilities

2. The ground lease community is either a Planned Unit Development (PUD) or Condominium Project, administered by a HOA; or the community is administered by the fee simple land owner/lessor that owns, and is obligated under the lease to maintain, the infrastructure, common areas and community facilities for the common use and benefit of the individual lessees

- **Leasehold mortgagee**

  The mortgagee that has a lien on the lessee's (or sublessee's) leasehold estate including improvements.

- **Nondisturbance and attornment agreement**

  An agreement from the fee simple lienholder to accept the terms of the lease and not to interfere with the rights of the lessee in the use of the leasehold estate if it acquires title to the lessor's fee simple interest provided the lessee is not in default under the terms of the lease. The terms required to be in the nondisturbance and attornment agreement are provided in Section 5704.1(b), item 4.

  A nondisturbance and attornment agreement may also be an agreement from the fee simple lessor to accept the terms of a sublease and not to interfere with the rights of the sublessee in the use of the leasehold estate if the lease between the fee simple lessor and the sublessor terminates provided the sublessee is not in default under the terms of the sublease.

(b) Warranties

For each leasehold Mortgage, the Seller warrants the following:

1. The leasehold Mortgage constitutes an interest in real estate

2. The lease and any sublease (including all amendments) are recorded in the appropriate land records. A memorandum of lease or sublease may be recorded in lieu of the complete lease or sublease.

3. The lease is in full force and effect and is binding and enforceable against the lessor

4. If the lessor's fee simple interest in the land is subject to any encumbrances or liens, the fee simple lienholder has executed and recorded a nondisturbance and attornment agreement that contains the following provisions:

   - The lease or any of the rights of the lessee under the lease will not be terminated or otherwise affected by enforcement of any lien or other rights granted to the fee simple lienholder

- The rights of the leasehold mortgagee will not be terminated or otherwise affected by enforcement of any lien or rights granted to the fee simple lienholder

- The fee simple lienholder will not name the lessee or the leasehold mortgagee as a party defendant in any action to enforce its lien

- If the fee simple lienholder forecloses on its lien, the lease will continue in full force and effect as a direct lease between the fee simple lienholder and the lessee or, if applicable, the leasehold mortgagee

- The fee simple lienholder will accept the attornment of the lessee

- The lien of the fee simple lienholder on the real property does not extend to the improvements and fixtures, real or personal property owned by the lessee

- The lessee and the leasehold mortgagee have no liability or obligation to the fee simple lienholder in connection with its lien on the fee simple interest

- Condemnation and insurance proceeds awarded to the lessor will be used for the restoration, repair or replacement of the property damaged or taken by condemnation if economically feasible

The nondisturbance provisions listed above may be contingent on the lease being in full force and effect and the lessee (or the leasehold mortgagee if it has exercised its rights under the lease and the leasehold mortgage) not being in default in the payment of rent, taxes or property insurance.

If the lease contains any provisions requiring the lessee to agree to the subordination of the lease to liens or encumbrances on the fee simple interest, these provisions must be conditioned on the lessee and the leasehold mortgagee receiving a recorded nondisturbance and attornment agreement that contains the provisions stated above and is executed by the fee simple lienholder.

5. The lease is a lease of the fee or a sublease executed by both the fee owner and the sublessor. If the lease is a sublease, it must contain a nondisturbance and attornment agreement

6. The use of leasehold estates for residential properties is an accepted practice in the area where the Mortgaged Premises are located and such properties are readily marketable

7. The instrument creating the lease, sublease, or conveyance reserving ground rents is in a form commonly acceptable to private institutional investors in the area where the Mortgaged Premises are located and contains provisions consistent with this section 5704.1

8. The original term of the lease or any exercised option to renew the lease, or any renewal options that are enforceable by the leasehold mortgagee, whichever is applicable, does not terminate earlier than five years after the maturity date of the Mortgage

9. The lease does not contain provisions for termination in the event of damage to or destruction of the Mortgaged Premises so long as the leasehold Mortgage exists

10. For subleasehold Mortgages, the amount of the sublease payments is at least equal to the amount of the lease payments. The sublease payments are due no less frequently than the lease payments.

(c) Required lease provisions

The lease (or sublease) must:

1. Permit mortgaging of the leasehold (or subleasehold) estate

2. Permit assignments of the leasehold (or subleasehold) estate, including any improvements on the leasehold estate, without the lessor's consent; however, if the leasehold is in a restricted community, including but not limited to communities restricted to residents of certain ages or income, the lease must require that the assignee/lessee satisfy those restrictions

   The lease may permit the lessor to review and consent to or deny a proposed assignee/lessee based on whether the proposed assignee/lessee satisfies the creditworthiness requirements of Freddie Mac or other secondary market investors. The lessor will have five Business Days after receipt of the application to deny the assignee/lessee.

   The lease may prohibit the lessee from leasing or subleasing or renting the leasehold estate; however, in the event of foreclosure or deed-in-lieu of foreclosure, any such provision must cease to be effective for the mortgagee and subsequent purchasers of the property.

3. Provide for release of an assigning lessee (or sublessee)

4. Permit the leasehold Mortgage security to be insured under a hazard insurance policy

5. Provide for payment of hazard insurance proceeds to the leasehold mortgagee or insurance trustee

6. Contain the following provisions governing increases in the basic rent and amounts due under the lease:

   a. Basic rent

      Permit an increase in the basic rent during the term of the Mortgage and within five years after the maturity date of the Mortgage only if the increase is a sum certain amount at a specified date or time interval. During this period, basic rent increases based on the cost of living index or other indices or reappraisal are acceptable if the amount of such increases is subject to an annual maximum limitation.

b. Taxes, insurance and utilities

Increases in amounts due under the lease for taxes, insurance, and utilities on the leasehold estate, if collected and paid by the lessor, and taxes, insurance, and utilities related to the common areas and facilities in the ground lease community are permitted if:

- The increase is determined in the same manner as basic rent, including a maximum limitation, or
- The increase is based on the verifiable increase in such items imposed by third parties, and
- The lease provides for the lessee to obtain documentation of the amount paid to third parties for taxes, insurance and utilities

c. Use fees and operating expenses

Increases for use fees and operating expenses for the common areas, facilities and services in the ground lease community may not exceed the cost of living index.

7. Provide that in order for a notice of lessee's default to be valid, the lessor must have sent written notice of the lessee's default to the leasehold mortgagee

8. Provide for the right of the leasehold mortgagee, in its sole discretion, to cure a default for the lessee's (or sublessee, if applicable) account within the time permitted to lessee plus reasonable additional time

9. Provide for no termination for nonmonetary default as long as no default in rent exists, except for a court-ordered termination. In the event of a court-ordered termination, the lease must provide for the lease to continue in effect and any improvements to remain on the leasehold estate as long as there is no default in rent, until the completion of the foreclosure or deed-in-lieu of foreclosure or other loss mitigation action with the Borrower. In addition, the lease must provide for a new lease of the same priority to be given to the leasehold mortgagee, or its designee, in the event the lease terminates because of a court ordered termination. The lessor must provide a title endorsement insuring that the new lease is of the same priority and that the lien on the leasehold estate is a First Lien.

   For purposes of this paragraph, "rent" includes basic rent, other amounts due under the ground lease for such items as taxes, insurance, and utilities on the leasehold estate, if collected and paid by the lessor, and any other use fees and operating expenses to the extent such charges are necessary for the maintenance and preservation of the common areas and community facilities.

10. Provide that in the event of the bankruptcy of the lessor or the lessee, the lessee must notify the leasehold Mortgagee and take, in a timely manner, all action necessary to assume the unexpired term and any renewal options of the lease.

11. Provide that in case of partial taking, the lessee (or sublessee, if applicable) will rebuild and restore the improvements on the Mortgaged Premises, unless the

leasehold mortgagee consents to the distribution of the proceeds instead. (The proceeds must be applied first towards reduction of the leasehold Mortgage debt.)

12. Provide for protection of the mortgagee's interests in the event of a property condemnation

13. Provide for the leasehold mortgagee's right to acquire the lease in its own name or in the name of a nominee upon foreclosure or assignment in lieu of foreclosure

14. Provide for the leasehold mortgagee's right to exercise any renewal options that may exist

15. Provide that the leasehold mortgagee must approve:

    a. Any partition, subdivision, or modification of the ground lease community and the leasehold estate

    b. Any surrender, abandonment or termination of the leasehold estate or the ground lease community

    c. The termination or cancellation of the lease or any action that has the effect of terminating the lease, and

    d. Any amendments to the lease that relate to the provisions in this chapter 5704 or otherwise affect the rights of the leasehold mortgagee

16. Provide that there shall be no merger of the fee interest and leasehold interest in the event the same person or entity acquires both interests

5704.2: Projects on leasehold estates (03/02/16)

Freddie Mac will purchase a Mortgage secured by a unit in a Condominium Project or Planned Unit Development situated on a leasehold estate if the ground lease meets the requirements of this chapter:

- The homeowners association must be the lessee under the ground lease. The fee simple owner must not be the developer, an entity associated with the developer, or a hospitality entity.

- The leasehold estate and the improvements must constitute real property, and must be insured by an acceptable title insurance policy

- The term of the leasehold estate must run for at least five years beyond the maturity date of the Mortgage. This requirement does not apply if the fee simple title will vest in the homeowners association at an earlier date.

- The ground lease must provide that the mortgagee of any underlying Mortgage will receive notice of any monetary or non-monetary default by the homeowners

association under the ground lease, and that the mortgagee will be given the right to cure any such default on behalf of the homeowners association

- The ground lease must provide that the homeowners association may assign, transfer, mortgage or sublet its interest in the ground lease an unlimited number of times either without restriction, or upon payment of a reasonable fee and delivery of reasonable documentation to the lessor. The lessor must not require a credit review or impose other qualifying criteria on any assignee, transferee, or mortgagee.

- The ground lease must provide that the homeowners association will pay taxes, and insurance related to the land in addition to those being paid for the improvements. Before a Seller can sell the leasehold Mortgage to Freddie Mac, all lease rents, other payments, or assessments that have become due must be paid, and the homeowners association must not be in default under any other provision of the lease, and no such a default must have been claimed by the lessor.

- The ground lease must provide for the borrower to retain voting rights in the homeowners association

- The ground lease must not include any default provisions that could result in forfeiture or termination of the lease except for nonpayment of the ground-lease rents; and must guarantee the mortgagee the right to receive notice of any default by the homeowners association and to cure the default. The lease also must include provisions to protect the mortgagee's interests in the event of a property condemnation.

- For a Condominium Unit Mortgage, the Mortgage must be secured by the Borrower’s ownership interest in the project, including but not limited to the leasehold interest in the ground lease

5704.3: Appraisal requirements for leasehold Mortgages (03/02/16)

In addition to the other Guide requirements related to appraisals, an appraisal for each leasehold Mortgage must meet the requirements in this section.

For leasehold Mortgages, the appraiser must develop a detailed description of the terms, conditions, and restrictions of the ground lease. The appraiser must consider and report any effect the terms of the lease have on the value and marketability of the Mortgaged Premises.

When there are similar leasehold sales available that have the same lease terms, the appraiser should use these sales as comparable sales. If sales of properties with the same lease terms are not available, the appraiser should use other similar leasehold sales having different lease terms as comparable sales. The appraiser must describe the differences in the terms of the leases, and report any effect the differences have on the value and marketability of the Mortgaged Premises.

If there are no sales of leasehold properties, the appraiser should use sales of similar properties owned in fee simple as comparable sales. The appraiser must explain why the use of sales with different property rights is appropriate, and make appropriate adjustments to reflect the market's reaction to these differences.

For Condominium Projects and Planned Unit Developments on leasehold estates, the appraiser must also:

- Provide a description of the Common Elements including Amenities
- Comment on the ground rent for the subject property and the competing properties

5704.4: Ground lease analysis for leasehold Mortgages (03/02/16)

Form 461, Ground Lease Analysis, and a copy of the lease, with recordation information, must be maintained in each leasehold Mortgage file. The documents must be provided to Freddie Mac upon request.

5704.5: Security Instruments for leasehold Mortgages (03/02/16)

The Uniform Security Instrument must describe the Mortgaged Premises as a leasehold interest created by a recorded lease in the property described in the legal description. In addition, the Seller must comply with Exhibit 5, Authorized Changes to Notes, Riders, Security Instruments and the Uniform Residential Loan Application, Section V, Item 3, for Leasehold Estates.

Chapter 6101: Fixed-Rate Cash

6101.1: Eligible Sellers for fixed-rate Cash (03/02/16)

In order to be eligible to sell Mortgages to Freddie Mac under fixed-rate Cash, the Seller must have entered into Purchase Contracts with Freddie Mac.

6101.2: Mortgages eligible under fixed-rate Cash (03/02/16)

(a) Eligible Mortgages under fixed-rate Cash

Freddie Mac will purchase fixed-rate Mortgages under fixed-rate Cash.

See Exhibit 17S, Available Mortgage Products, for more information regarding eligibility requirements for fixed-rate Mortgages sold under fixed-rate Cash.

Mortgages eligible for sale under the Servicing Released Sales Process under a Mandatory Cash Contract or a Best Efforts Contract can be found on Freddie Mac's web site at **http://www.freddiemac.com/singlefamily/sell/pdf/available_products.pdf**.

(b) Eligible original maturities

Although Section 4201.4 provides otherwise, the following requirements apply to fixed-rate Mortgages sold under fixed-rate Cash:

- Mortgages sold under contracts for 15-year Mortgages must have an original maturity greater than or equal to 10 years but not greater than 15 years from the Origination Date
- Mortgages sold under contracts for 20-year Mortgages must have an original maturity greater than 15 years but not greater than 20 years from the Origination Date
- Mortgages sold under contracts for 30-year Mortgages must have an original maturity greater than 20 years but not greater than 30 years from the Origination Date

6101.3 Mandatory fixed-rate Cash Contracts (03/02/16)

(a) Offer amounts and procedures

Each Business Day, the Seller may take out Mandatory Cash Contracts to sell one or more Mortgages. Freddie Mac will endeavor to announce prior to the offer day if commitments will not be available due to holidays or other reasons.

The minimum amount for an individual Mandatory Cash Contract is $1,000. Freddie Mac may, at its discretion and at any time, impose a maximum contract amount for Mandatory Cash Contracts.

Under a Mandatory Contract, the Seller must:

- Sell to Freddie Mac one or more Mortgages that meet all of the contract requirements and have an aggregate UPB equal to the contract amount, subject to the purchase tolerance applicable to cash contracts under Section 6401.1

- Complete all requirements for the sale of the Mortgages by the close of business on the Purchase Contract Expiration Date

The terms of the Purchase Contract are provided in the Selling System[SM] and made available in the Selling System's Purchase Contract Confirmation.

(b) Contract periods for Mandatory Cash Contracts

In the Selling System the Purchase Contract Effective Period is the period of time for which a price for eligible Mortgages provided to the Seller by the Selling System is effective. The Seller may select a Purchase Contract Effective Period of between two and 90 days or such other timeframe as permitted by the Selling System. All of the requirements for all Mortgages under the Contract must be completed by the Purchase Contract Expiration Date.

(c) Pricing for Mandatory Cash Contracts

Pricing is available in the Selling System each Business Day at **https://sell.freddiemac.com**, and is based on prices Freddie Mac expects to receive in the securities market for the related PCs. The price also reflects the Mortgage Note Rate, the Minimum Contract Servicing Spread and the delivery period.

Freddie Mac will update prices on active Mortgage coupons throughout the day to reflect movements in the securities market. Posted prices assume a 0.250% Minimum Contract Servicing Spread and the use of the Gold remittance cycle. However, if the Seller requests pricing for a specific contract, the prices will be based on the Minimum Contract Servicing Spread and the remittance cycle specified in the Seller's contract.

The contract price the Seller receives through the Selling System may be adjusted as the Seller allocates Mortgages to the contract or provides more detailed Mortgage data.

The Seller indemnifies Freddie Mac for any and all costs and expenses incurred by Freddie Mac as a result of the Seller's sale of a Mortgage that Freddie Mac priced and purchased under a Mandatory Cash Contract based on incomplete and/or inaccurate Mortgage data provided by the Seller for which Freddie Mac would have provided a different price if the Mortgage data provided by the Seller had been complete and accurate.

Once the Seller has accepted and agreed to the contract price provided by Freddie Mac, there is a binding commitment by Freddie Mac to purchase, and by the Seller to sell, Mortgages

under the contract terms (subject to the conformity of each Mortgage to the requirements of the Purchase Documents).

(d) Pairoff

In the event the contract amount will not be fulfilled by delivery of Mortgages, the Seller may request a pairoff via the Selling System or may wait until the contract expires and the Selling System automatically calculates the pairoff fee.

The pairoff process used in the Selling System is "two-way" and may result in either a fee due Freddie Mac from the Seller or a fee due the Seller from Freddie Mac, depending on market conditions.

The Seller may also choose to allocate Mortgages to "pairoff and transfer to a new contract" (or pairoff and recommit). With this functionality, the Seller may:

- Pairoff part or all of a current contract
- Take out a new contract with different terms and/or a different amount
- Transfer non-funded loans to a new contract to extend the Purchase Contract Effective Period or increase the Purchase Contract amount

A pairoff fee calculated and provided by the Selling System is non-negotiable. Freddie Mac reserves the right to amend the provisions of this section or Section 6401.1 relating to the Selling System pairoff process without prior notice.

6101.4: Best Efforts Contracts under fixed-rate Cash (03/02/16)

(a) Offer amounts and procedures

Each Business Day, the Seller may take out a Best Effort Contract to sell a specific fixed-rate Mortgage. Freddie Mac will endeavor to announce prior to the offer day if commitments will not be available due to holidays or other reasons.

The minimum amount for an individual Best Efforts Contract is $1,000. Freddie Mac may, at its discretion and at any time, impose a maximum contract amount for Best Efforts Cash Contracts.

Under a Best Efforts Contract, the Seller must:

- Use its best efforts to close and fund a specified Mortgage
- Sell the Mortgage to Freddie Mac, at a cash price determined by Freddie Mac, if the Mortgage with the same Borrower(s) and property address is closed and funded

The terms of the Purchase Contract are provided in the Selling System[SM].

If the Mortgage specified under a Best Efforts Contract closes and funds after the Best Efforts Contract expires, the Seller remains obligated to sell the Mortgage to Freddie Mac under that same Best Efforts Contract. See Section 6101.4(c) for the impact on pricing of selling a Mortgage under a Best Efforts Contract that has expired. If despite the Seller's best efforts, the Mortgage is not closed and funded, the Seller will not be assessed a pairoff fee. However, the Seller indemnifies Freddie Mac for any and all costs and expenses incurred by Freddie Mac as a result of the Seller's failure to sell a Mortgage to Freddie Mac that is closed and funded by the Seller.

Furthermore, the Seller may not:

- Substitute a Mortgage with a different Borrower(s) or a different property address for the Mortgage specified in the Best Efforts Contract
- Take out another Best Efforts Contract or a Mandatory Cash Contract, either sequentially or at the same time, for the same Mortgage
- Take out a Best Efforts Contract with fictitious Borrower data or a fictitious property address
- Sell a Mortgage specified in a Best Efforts Contract to another investor

If the Seller fails to comply with the requirements specified above, Freddie Mac may immediately terminate the Seller's eligibility to sell under a Best Efforts Contract.

(b) Contract periods for Best Efforts Contracts

In the Selling System the Purchase Contract Effective Period is the period of time for which a price for eligible Mortgages provided to the Seller by the Selling System is effective. The Seller may select a Purchase Contract Effective Period of between two and 90 days or such other time frame as permitted by the Selling System. All of the requirements for the specified Mortgage under the contract must be completed by the Purchase Contract Expiration Date.

(c) Pricing for Best Efforts Contracts

Pricing is available in the Selling System each Business Day at **https://sell.freddiemac.com**, and is based on prices Freddie Mac expects to receive in the securities market for the related PCs. The price also reflects the Mortgage Note Rate, the Minimum Contract Servicing Spread, the delivery period and the cost that Freddie Mac incurs for managing interest rate risk on behalf of the Seller.

Freddie Mac will update prices on active Mortgage coupons throughout the day to reflect movements in the securities market. Posted prices assume a 0.250% (25 basis point) Minimum Contract Servicing Spread and the use of the Gold remittance cycle. However, if the Seller requests pricing for a specific contract, the prices will be based on the Minimum Contract Servicing Spread and the remittance cycle specified in the Seller's contract.

Among other considerations, Freddie Mac will consider the Seller's success rate, under prevailing market conditions, in closing Mortgages that are allocated to Best Efforts Contracts. A Mortgage that fails to fund and close as specified in the Best Efforts Contract may adversely affect the Seller's pricing for future Best Efforts Contracts.

For Mortgages allocated to Best Efforts Contracts, if any of the characteristics change, the Seller must modify the Mortgage data. For example, if the Borrower switches from a 30-year fixed-rate Mortgage to a 15-year fixed-rate Mortgage, the Mortgage data must be modified without allocating the Mortgage to a new Best Efforts Contract. The contract will be re-priced using the prices in effect as of the date that the Seller originally accepted the Best Efforts Contract price.

In addition, if the Seller sells a Mortgage that has closed and funded after a Best Efforts Contract has expired, Freddie Mac will determine the price for that Mortgage at the time of sale.

The Seller indemnifies Freddie Mac for any and all costs and expenses incurred by Freddie Mac as a result of the Seller's sale of a Mortgage that Freddie Mac priced and purchased under a Best Efforts Contract based on incomplete and/or inaccurate Mortgage data provided by the Seller, for which Freddie Mac would have provided a different price if the Mortgage data provided by the Seller had been complete and accurate.

(d) Best Efforts Contract extensions

In the event that the Mortgage specified in a Best Efforts Contract fails to close before the contract expires, the Seller may extend a Best Efforts Contract at any time prior to funding. A maximum of two extensions is allowed. In exchange for the contract extension, the Seller will be assessed a fee, to be paid in accordance with Section 6303.2.

If a Best Efforts Contract has expired or has been withdrawn and is in the "unfulfilled" contract status for less than 30 days, and the Seller extends the contract, the contract will be re-priced at the lower of the:

- Original accepted price minus the Best Efforts Contract extension fee, or
- Current market price

If a Best Efforts Contract has expired or has been withdrawn and is in the "unfulfilled" contract status for more than 30 days, and the Seller extends the contract, the contract will be re-priced at the current market price.

(e) Status notifications required

With respect to Mortgages sold under a Best Efforts Contract, no later than close of business on the Business Day following the day on which the Seller denies the Borrower's Mortgage application or the Borrower exercises his/her right of rescission, the Seller must notify Freddie Mac of the change in the Mortgage application status or the rescission, as applicable, via the Selling System (also known as "Withdraw Loan" status). Such notification must occur within the Purchase Contract Effective Period.

6101.5: Purchase and settlement of Mandatory fixed-rate Cash and Best Efforts fixed-rate Cash Contracts (03/02/16)

(a) Funding Date

By the close of business on the Purchase Contract Expiration Date, the Seller must have completed all the requirements for the sale of the Mortgages to Freddie Mac. Sellers may request a specific Funding Date for each of the Mortgages sold under a Mandatory Cash or Best Efforts Contract or may elect to have funding occur as soon as the requirements for sale to Freddie Mac have been met ("ASAP funding").

(b) Funding amount

As each Mortgage funds, Freddie Mac will pay the Seller the amount calculated by multiplying the price specified in the Cash Purchase Contract by the UPB of the Mortgage.

If a Mortgage is subject to postsettlement delivery fees (delivery fees) or credits, Freddie Mac will net the fee or credit amounts against the amount paid to the Seller. Any subsequent change to delivery fees and delivery fee credits will appear on the Seller's monthly invoice.

(c) Interest paid to the Servicer in connection with Mortgage funding

In connection with the Mortgage funding, Freddie Mac will determine the amount of interest to pay the Servicer on each Mortgage by computing the interest on the UPB of the Mortgage from the first day of the Funding Date month through the day before the Funding Date using the Accounting Net Yield (ANY).

Thereafter, the Servicer will retain the Servicing Spread for each Mortgage and will remit the ANY to Freddie Mac.

6101.6: Servicing options for Mandatory fixed-rate Cash and Best Efforts fixed-rate Cash Contracts (03/02/16)

(a) Servicing options

Subject to approval and conditions set by Freddie Mac, the Seller may sell fixed-rate Mortgages under Cash using one of the following Servicing options:

- **Servicing retained** — The Seller sells the Mortgage to Freddie Mac and retains the Servicing of the Mortgage

- **Concurrent Transfer of Servicing** — The Seller sells the Mortgage to Freddie Mac and concurrently transfers the Servicing to a Servicer chosen by the Seller. The Servicer selected by the Seller must be a Freddie Mac-approved Servicer eligible to service the particular Mortgage, and Freddie Mac must approve the Transfer of Servicing in accordance with Chapter 7101.

- **Servicing Released Sales Process** — The Seller sells the Mortgage servicing released in accordance with the requirements of Section 6101.7

(b) Remittance cycles

For Mortgages sold under a Mandatory Cash Contract or Best Efforts Contract with servicing retained or the Concurrent Transfer of Servicing option, the following two remittance cycles are available:

- The Gold remittance cycle

- The first Tuesday remittance cycle

If the Seller has selected the Servicing Released Sales Process, the use of the Gold remittance cycle is required.

The Gold remittance cycle and the first Tuesday remittance cycle are described in Section 8303.18. Exhibit 6, Matrix of Remittance Cycle Options, summarizes the remittance cycles available for all Mortgages sold to Freddie Mac.

The price that the Seller receives for the Mortgages under a Mandatory Cash Contract or Best Efforts Contract will reflect the remittance cycle the Seller selected for the contract.

(c) Minimum Contract Servicing Spread

The Servicing Spread applicable to any individual Mortgage delivered pursuant to a specific Purchase Contract may be greater than or equal to, but not less than, the Minimum Contract Servicing Spread selected by the Seller for that specific Purchase Contract.

The Minimum Contract Servicing Spread is selected by the Seller when taking out a Purchase Contract and is applicable to all the Mortgages delivered pursuant to that specific Purchase Contract. The Minimum Contract Servicing Spread must be equal to or greater than the Minimum Servicing Spread.

For fixed-rate Cash, the Minimum Contract Servicing Spread:

- Must be at least 0.250% and may not exceed 0.500% and
- Must equal 0.250% for Mortgages sold under the Servicing Released Sales Process

For Mortgages with annual- or monthly premium lender-paid mortgage insurance, the Seller must select a Minimum Contract Servicing Spread that is sufficient to ensure that the Servicer receives the Minimum Servicing Spread plus the amount necessary to pay the mortgage

insurance premium when due. Refer to Section 4701.2(b) for special eligibility requirements for Mortgages with lender-paid mortgage insurance.

6101.7: Requirements for the fixed-rate Cash Servicing Released Sales Process (03/02/16)

When Mortgages are sold under a Mandatory Cash or Best Efforts Contract with the Servicing Released Sales Process, Freddie Mac arranges for a Transferee Servicer, as identified by Freddie Mac, to accept a Transfer of Servicing from the Seller at the time the Seller sells the Mortgage to Freddie Mac.

The requirements applicable to the sale of Mortgages under the Servicing Released Sales Process are set forth in this chapter and Exhibit 28A, Loan Servicing Purchase and Sale Agreement for the Servicing Released Sales Process.

The Seller agrees to, and shall comply with, the terms of Exhibit 28A, which include, but are not limited to, requirements for the Seller and for each Transferee Servicer.

In addition to the requirements in Section 6101.7 for the Servicing Released Sales Process, the Seller should see Section 6101.6(b) for applicable remittance cycle information and Section 6101.6(c) for the applicable Minimum Contract Servicing Spread.

A Seller without access to the Servicing Released Sales Process must apply to Freddie Mac for approval and access. If Freddie Mac determines that the Seller is eligible to use the Servicing Released Sales Process, Freddie Mac will approve the Seller's use of and provide appropriate access to the Servicing Released Sales Process. The Seller must call their Freddie Mac representative or 800-FREDDIE to inquire about the approval process.

Freddie Mac reserves the right, upon notice, (i) to limit the aggregate UPB of all Mortgages that the Seller may sell to Freddie Mac under the Servicing Released Sales Process, (ii) to impose any additional requirements with respect to the Servicing Released Sales Process, or (iii) to suspend or terminate the Seller's ability to sell Mortgages to Freddie Mac under the Servicing Released Sales Process.

(a) Pricing for contracts with the Servicing Released Sales Process

The price provided by Freddie Mac to the Seller under a Mandatory Cash Contract or Best Efforts Contract with the Servicing Released Sales Process includes:

- The price offered by Freddie Mac for the purchase of the Mortgage(s), and
- The price offered by the Transferee Servicer for the Transfer of Servicing

Prices and fees provided when the Seller enters into a Mandatory Cash Contract or a Best Efforts Contract with the Servicing Released Sales Process are not final; instead, they are determined as of the Funding Date and reflect the Mortgage data provided by the Seller. In addition, the price will not include late fees that must be paid to Freddie Mac pursuant to

Section 6101.7(h) or to the Transferee Servicer as provided in Exhibit 28A. Such additional late fees include fees for late delivery of documents to the Transferee Servicer and fees for failure to transfer or reconcile funds in a timely manner.

(b) Availability of servicing released prices

Only fixed-rate Mortgages for which the Selling System[SM] provides a servicing released price may be sold servicing released under a Mandatory Cash Contract or Best Efforts Contract. Not all Transferee Servicers will provide a bid for Servicing rights for certain Mortgages. If none of the Transferee Servicers provides a bid for Servicing rights for certain Mortgages, then the Servicing Released Sales Process is not available for these Mortgages, which may otherwise be eligible for sale to Freddie Mac.

The Seller must supply all Mortgage data requested by the Selling System (in the fields titled "Loan Fields Required for Pricing" and "Additional Loan Fields That Affect Pricing") so that a Transferee Servicer may provide an accurate bid for the purchase of the Servicing rights. Failure to provide all Mortgage data requested by the Selling System may result in a subsequent rescission of the Transferee Servicer's bid. In that event, if there is no alternative Servicing bid and the loan has been allocated to a Mandatory Cash Contract, the Seller will be subject to a pairoff fee as provided in Section 6401.1.

(c) Funding adjustments and net funding

Funding adjustments are comprised of the Escrow deposits, interest adjustment, Servicing Spread, tax service fee, transaction fee and temporary subsidy buydown funds. The amount of funding adjustments will be identified on the Funding Date as follows:

- The Seller enters in the Selling System the amounts held as Escrow deposits and temporary subsidy buydown funds for each Mortgage sold servicing released, and

- The Selling System calculates the interest adjustment, Servicing Spread, tax service fee and transaction fee

Refer to Section 6302.26 for additional information regarding delivery requirements for Mortgages sold servicing released under Mandatory Cash Contracts or Best Efforts Contracts.

The accuracy of the Escrow deposits and temporary subsidy buydown funds, as submitted by the Seller, is the responsibility of the Seller. Freddie Mac does not edit or validate the amounts of the Escrow deposits and temporary subsidy buydown funds. On the Funding Date, Freddie Mac will deduct the amount of the funding adjustments from the sales proceeds paid by Freddie Mac for the purchase of each Mortgage sold servicing released by the Seller under a Mandatory Cash Contract or Best Efforts Contract. Freddie Mac will forward the deducted amount of the funding adjustments to the Transferee Servicer.

Any reconciliation, correction or adjustment to the amount of Escrow deposits or temporary subsidy buydown funds transferred to the Transferee Servicer is the responsibility of the Seller and the Transferee Servicer. The Seller and the Transferee Servicer must adjust and reconcile any Escrow deposits and temporary subsidy buydown funds after the sale of the

Mortgage. Freddie Mac will not adjust, calculate, refund or pay any amounts with respect to the Escrow deposits or temporary subsidy buydown funds after the Funding Date.

(d) Identification of Transferee Servicers

The Seller authorizes Freddie Mac to select Freddie Mac-approved Servicers as Transferee Servicers to participate in the Servicing Released Sales Process.

(e) Screening out Transferee Servicers

Through the Selling System, Freddie Mac will inform the Seller of the identity of the Transferee Servicer(s) who may offer a price to obtain the Servicing rights through the Servicing Released Sales Process. The Seller has the right to terminate a Transferee Servicer's ability to purchase the Servicing rights for Mortgages sold servicing released that Freddie Mac purchases from the Seller under a Mandatory Cash Contract or Best Efforts Contract by providing e-mail notice to **Freddie_Mac_Servicing_Released_Executions@freddiemac.com**, or by contacting (800) FREDDIE.

Freddie Mac will have three Business Days to complete the termination of the Transferee Servicer from acquiring the Servicing rights to Mortgages sold by the Seller. Such termination will not apply to Mortgages sold servicing released for which the Seller has already entered into a Mandatory Cash Contract or Best Efforts Contract before Freddie Mac completed the termination of the Transferee Servicer.

When the Seller re-prices a servicing released contract, a new Servicing buyer bid may be accepted. The Seller must verify the identity of the Servicing buyer by reviewing the Contract Confirmation that will disclose the most current Servicing rights buyer.

(f) Authorization to disclose the Seller's identity

The Seller authorizes Freddie Mac to disclose and identify the Seller as an eligible Seller of Mortgages and Servicing rights under the Servicing Released Sales Process to any Transferee Servicers or potential Transferee Servicers. In addition, Freddie Mac may, in its discretion, disclose the following information to any Transferee Servicer that services Mortgages that the Seller has sold to Freddie Mac under the Servicing Released Sales Process:

- That the Seller is no longer a Freddie Mac-approved Seller/Servicer
- That the Seller is no longer eligible to sell Mortgages to Freddie Mac under the Servicing Released Sales Process

(g) Servicer's rights to screen out the Seller

The Seller acknowledges that Freddie Mac will permit a Transferee Servicer to notify Freddie Mac that the Transferee Servicer wishes to terminate the Seller's ability to transfer Servicing rights to such Servicer. Freddie Mac may receive such notification without notifying the Seller. The Seller will have no right of action, appeal or other recourse against Freddie Mac

and releases all claims it may have against Freddie Mac and/or the Servicer in connection with such termination actions.

(h) Late fees

Freddie Mac may, in its sole discretion, charge the Seller a late fee of up to $500 for each Mortgage for which the Seller fails to:

- Comply with the requirements in Section 4.2 of Exhibit 28A
- Correctly identify all funding adjustments or to reconcile with the Transferee Servicer all funding adjustments as required in Section 6101.7(c) or as required in Section 5.1 of Exhibit 28A

These late fees are in addition to any fees that the Seller may be required to pay the Servicer as provided in Exhibit 28A.

(i) Warranties

For Mortgages sold servicing released under a Mandatory Cash Contract or Best Efforts Contract, the Seller remains liable to Freddie Mac for all sale representations, covenants and warranties in the Purchase Documents concerning the eligibility for sale to Freddie Mac (the "sale representations") of the Mortgages for which Servicing is transferred. The Transferee Servicer is liable to Freddie Mac for all Servicing representations, covenants and warranties in the Purchase Documents with respect to the Mortgages for which Servicing is transferred.

Freddie Mac will conduct quality control activities relating to the sale representations with the Seller. The Seller agrees that Freddie Mac may share information with the Transferee Servicer regarding the Mortgages sold to Freddie Mac servicing released, including, but not limited to, quality control findings, the Seller's response to quality control findings and defect reports.

(j) Custody of Notes

The Seller is required to deliver the Notes for Mortgages sold servicing released under a Cash Purchase Contract to the Designated Custodian. The Designated Custodian cannot accept Notes unless a custodial relationship has been established between the Seller and the Designated Custodian. See Section 2202.3(c) for more information about the document custody requirements related to Mortgages sold and serviced under the Servicing Released Sales Process.

Chapter 6102: WAC ARM Cash

6102.1: Eligible Sellers for WAC ARM Cash (03/02/16)

In order to be eligible to sell Mortgages to Freddie Mac under WAC ARM Cash, the Seller must have entered into Purchase Contracts with Freddie Mac.

6102.2: WAC ARM Cash defined terms (03/02/16)

Sellers should be familiar with the definitions of the following terms as they relate to ARMs sold to Freddie Mac under WAC ARM Cash:

- **Contract Level Tolerance** — For WAC ARM Cash Contracts, the Contract Level Tolerance is the contract weighted average range of values specified in the contract for the Loan Attributes

- **Loan Attributes** — For ARMs sold under a WAC ARM Cash Contract, the Loan Attributes are the Note Rate, Margin, Servicing Spread, Life Cap and number of months to the next Interest Change Date

- **Loan Level Tolerance** — For ARMs sold under a WAC ARM Cash Contract, the Loan Level Tolerance is the range of values specified in the contract for the Loan Attributes of each ARM that may be allocated to the contract

- **Yield Maintenance Fee** — A Yield Maintenance Fee is a fee charged or credited to a Seller, as applicable, when the Seller delivers ARMs under a mandatory WAC ARM Cash Contract, and the weighted averages of the Loan Attributes are not within the Contract Level Tolerances provided in the WAC ARM Cash Contract

6102.3: Eligible ARMs and purchase requirements for WAC ARM Cash (03/02/16)

See Section 4401.5 for information regarding Initial Caps, Periodic Caps and Life Caps for ARMs sold under WAC ARM Cash.

See Exhibit 17S, Available Mortgage Products, for more information regarding eligibility for ARMs sold under WAC ARM Cash.

Under WAC ARM Cash, the ARMs in a single contract may be delivered with Note Rates, Margins, Life Caps, Servicing Spreads and number of months to the next Interest Change Date that vary within a specified range.

The Margin for ARMs sold under a WAC ARM Cash Contract must fall within the Margin range specified for the contract in the Selling System[SM].

An Accounting Net Yield (ANY) will be calculated for each ARM delivered under a WAC ARM Cash Contract and will be based on the individual ARM's Note Rate and Servicing Spread.

Unless specified otherwise in this chapter, the special eligibility requirements for ARMs set forth in Chapter 4401 apply to ARMs sold under WAC ARM Cash.

Refer to Section 4401.4 for additional information about Margins for ARMs sold to Freddie Mac. Refer to Section 6102.5 for additional information about pricing for ARMs sold under WAC ARM Cash.

6102.4: WAC ARM Cash Contracts (03/02/16)

(a) Offer amounts and procedures

Freddie Mac will endeavor to announce prior to the offer day if commitments will not be available due to holidays or other reasons.

Contracts under WAC ARM Cash are mandatory. Each Business Day, a Seller may take out contracts to sell ARMs under WAC ARM Cash.

The minimum amount for each WAC ARM Cash Contract is $1,000. Freddie Mac may, at its discretion and at any time, impose a maximum contract amount for WAC ARM Cash Contracts.

Under a WAC ARM Cash Contract, the Seller must:

- Sell to Freddie Mac Mortgages that have an aggregate principal balance equal to the contract amount, plus or minus the greater of $10,000 or 2.5% of the contract amount, and

- Have completed all requirements for the sale of the Mortgages by the close of business on the Purchase Contract Expiration Date

(b) Contract periods for WAC ARM Cash Contracts

Sellers may select a Purchase Contract period of between two and 90 days or such other timeframe as permitted by the Selling System.

Mortgages under a WAC ARM Cash Contract may settle one at a time; however, all of the requirements for the sale of all of the Mortgages under the contract must be completed by the Purchase Contract Expiration Date.

(c) Pairoffs

In the event a WAC ARM Cash Contract will not be fulfilled by delivery of Mortgages, the Seller may request a pairoff via the Selling System or may wait until the contract expires and the Selling System will automatically calculate the pairoff fee. The pairoff process used in the Selling System is "two-way" and may result in either a fee due Freddie Mac from the Seller or a fee due the Seller from Freddie Mac, depending on market conditions. See Section 6401.1(a) for additional information regarding pairoffs of Cash Purchase Contracts.

A pairoff fee calculated and provided by the Selling System is non-negotiable. Pairoff fees will be included in the Seller's monthly invoice and paid as set forth in Chapter 6303 Freddie Mac reserves the right to amend the provisions of this section relating to the Selling System pairoff process without prior notice.

6102.5: Pricing under WAC ARM Cash (03/02/16)

(a) Loan level and contract level tolerances

ARMs sold to Freddie Mac under a WAC ARM Cash Contract may have Loan Attributes that vary within a specified range. The Loan Attributes are the:

- Life Caps
- Margin
- Note Rate
- Numbers of months to the next Interest Change Date
- Servicing Spread

When taking out a WAC ARM Cash Contract, the Seller must provide all of the data required by the Selling System^{SM}. Freddie Mac will use the data provided by the Seller to establish Contract Level Tolerances and Loan Level Tolerances for each Loan Attribute.

ARMs allocated to and delivered under the contract must not have Loan Attributes outside of the Loan Level Tolerances specified in the contract. If the Loan Attributes of the ARMs are within the applicable Loan Level Tolerances specified in the contract, the ARMs will be eligible for sale and the price for each of the ARMs will be based upon each individual ARM's specific Loan Attributes.

If the Seller fulfilled the WAC ARM Cash Contract through delivery of ARMs within the purchase tolerance, or delivered ARMs under the WAC ARM Cash Contract and fulfilled the remainder of the contract by pairoff, Freddie Mac will calculate the weighted averages of the Loan Attributes for all of the ARMs delivered under the contract and compare those weighted averages with the Contract Level Tolerances.

(b) Yield Maintenance Fees

If the weighted averages of the Loan Attributes are within the Contract Level Tolerances, a Yield Maintenance Fee will not be assessed. If, however, the weighted averages of the Loan Attributes are outside the Contract Level Tolerances, a Yield Maintenance Fee will be assessed and may result in a fee due Freddie Mac from the Seller or a fee due to the Seller from Freddie Mac. Yield Maintenance Fees will be included in the Seller's monthly invoice and paid as set forth in Chapter 6303.

If the Seller has delivered no ARMs under the WAC ARM Cash Contract, the contract will be completely fulfilled by payoff in accordance with Section 6102.4(c). No Yield Maintenance Fee will be assessed if Seller delivers no ARMs under the WAC ARM Cash Contract.

(c) Obtaining pricing

Pricing for WAC ARM Cash is available from the Selling System each Business Day at **https://sell.freddiemac.com**. Once a Seller accepts and agrees to the contract price, the Seller may not increase the contract amount. The Seller may take out another contract to sell additional ARMs under WAC ARM Cash.

6102.6: Acceptance of offer under WAC ARM Cash (03/02/16)

Except as provided in Section 1201.4(b), there is a binding commitment by Freddie Mac to purchase, and by the Seller to sell, ARMs under the contract terms (subject to conformity of each ARM to the requirements of the Purchase Documents) once the Seller has accepted and agreed to the contract price provided by Freddie Mac in the Selling System[SM]. The terms of the Purchase Contract are provided in the Selling System.

6102.7: Servicing options for WAC ARM Cash (03/02/16)

Subject to approval and conditions set by Freddie Mac, Sellers may sell ARMs under WAC ARM Cash using the following Servicing options:

- **Servicing retained** – The Seller sells the Mortgage to Freddie Mac and retains the Servicing of the Mortgage

- **Concurrent Transfer of Servicing** – The Seller sells the Mortgage to Freddie Mac and concurrently transfers the Servicing to a Servicer chosen by the Seller. The Servicer selected by the Seller must be a Freddie Mac-approved Servicer eligible to service the particular Mortgage, and Freddie Mac must approve the Transfer of Servicing in accordance with Chapter 7101.

6102.8: Remittance cycles and Servicing Spreads for WAC ARM Cash Contracts (03/02/16)

(a) Remittance cycles

Two remittance cycles are available for ARMs delivered pursuant to WAC ARM Cash Contracts:

- The first Tuesday remittance cycle
- The accelerated remittance cycle (ARC)

The first Tuesday remittance cycle and ARC are described in Section 8303.18. Exhibit 6, Matrix of Remittance Cycle Options, summarizes the remittance cycles available for all Mortgages sold to Freddie Mac.

(b) Servicing Spreads

The Servicing Spread applicable to any individual Mortgage delivered pursuant to a specific Purchase Contract may be greater than or equal to, but not less than, the Minimum Contract Servicing Spread selected by the Seller for that specific Purchase Contract.

The Minimum Contract Servicing Spread is selected by the Seller when taking out a Purchase Contract and is applicable to all the Mortgages delivered pursuant to that specific Purchase Contract. The Minimum Contract Servicing Spread must be equal to or greater than the Minimum Servicing Spread.

When entering into a WAC ARM Cash Contract, the Seller must select a weighted average Servicing Spread for the contract that is no less than 0.250% and no greater than 0.375%. Freddie Mac will use the weighted average Servicing Spread selected by the Seller to establish:

- The weighted average Servicing Spread range for the contract (Contract Level Tolerance), and
- The acceptable Servicing Spreads for ARMs allocated to the contract (Loan Level Tolerance)

The Seller must also select a separate Servicing Spread for each ARM allocated to the WAC ARM Cash Contract that is either 0.250% or 0.375%.

After fulfillment of the contract, either through delivery of ARMs within the purchase tolerance or through pairoff, the Selling System^{SM} will calculate the weighted average Servicing Spread for all the ARMs delivered under the contract. If the Servicing Spread or other Loan Attributes are not within the applicable Contract Level Tolerance, a Yield Maintenance Fee will be assessed. Refer to Section 6102.6 for additional information on Yield Maintenance Fees.

6102.9: Purchase and settlement under WAC ARM Cash Contracts (03/02/16)

(a) Funding Date

By the close of business on the Purchase Contract Expiration Date, the Seller must have completed all the requirements for the sale of the Mortgages to Freddie Mac. Sellers may request a specific Funding Date for each of the Mortgages sold under a WAC ARM Cash Contract or may elect to have funding occur as soon as the requirements for sale to Freddie Mac have been met ("ASAP funding").

(b) Funding amount

As each Mortgage funds, Freddie Mac will pay the Seller the amount calculated by multiplying the price (including all adjustments to price based on the ARM Loan Attributes) specified in the Cash Purchase Contract by the UPB of the Mortgage.

If a Mortgage is subject to postsettlement delivery fees (delivery fees) or credits, Freddie Mac will net the fee or credit amounts against the amount paid to the Seller. Any subsequent change to delivery fees and delivery fee credits will appear on the Seller's monthly invoice.

(c) Interest paid to the Servicer in connection with Mortgage funding

In connection with the Mortgage funding, Freddie Mac will determine the amount of interest to pay the Servicer on each ARM purchased under WAC ARM Cash by computing the interest on the UPB of the ARM from the first day of the Funding Date month through the day before the Funding Date using the Accounting Net Yield (ANY).

Thereafter, the Servicer will retain the Servicing Spread for each ARM and remit the ANY to Freddie Mac.

Chapter 6201: Guarantor and MultiLender Swap Programs

6201.1: Summary of Guarantor and MultiLender Swap programs (03/02/16)

The provisions of this chapter set forth the terms for selling eligible Mortgages to Freddie Mac in exchange for Gold PC®s, Giant PCs or WAC ARM PCs. Mortgages may be sold in exchange for securities through one of the following purchase programs:

- Guarantor program
  - Fixed-rate Guarantor program

    Conventional fixed-rate Mortgages and FHA/VA Mortgages may be sold to Freddie Mac in exchange for a Gold PC representing an undivided interest in the same Mortgages.
  - WAC ARM Guarantor program

    Conventional ARMs may be sold to Freddie Mac in exchange for a WAC ARM PC representing an undivided interest in the same Mortgages.
- MultiLender Swap program

  Except as set forth in this Section 6201.1, conventional 15- and 30-year fixed-rate Mortgages may be sold to Freddie Mac in exchange for a Giant PC backed by PCs representing an undivided interest in the same Mortgages and, in some cases, Mortgages sold to Freddie Mac by one or more other Sellers.

  Conventional 20-year fixed-rate Mortgages may be sold to Freddie Mac in exchange for a Gold PC representing an undivided interest in the same Mortgages. In addition, under the MultiLender Swap program, conventional 20-year fixed-rate Mortgages may be sold to Freddie Mac in exchange for a Giant PC if they are pooled together with conventional 30-year fixed-rate Mortgages.

  The following fixed-rate Mortgages may be sold to Freddie Mac in exchange for a Gold PC representing an undivided interest in the same Mortgages:

  - FHA/VA Mortgages
  - Section 184 Native American Mortgages
  - Section 502 GRH Mortgages

Delivery under the Freddie Mac Guarantor and MultiLender Swap programs is not mandatory, but delivery under a Master Commitment may be mandatory. See Section 1501.6 for further information regarding delivery requirements for mandatory Master Commitments.

Unless the context requires otherwise:

- The term "Mortgages" used in this chapter refers to fixed-rate Mortgages and ARMs
- The phrase "Guarantor program" refers to the fixed-rate Guarantor program and the WAC ARM Guarantor program
- The requirements of this chapter apply to the Guarantor program and the MultiLender Swap program

For additional information on the Guarantor and MultiLender Swap programs, refer to the following chapters in the Guide:

Topic	Location
Fixed-rate Guarantor	Chapters 6202 and 6203
WAC ARM Guarantor	Chapters 6202 and 6204
MultiLender Swap	Chapters 6202 and 6205

Sections 6201.1(a) and 6201.1(b) summarize the types of securities issued under the Guarantor program or MultiLender Swap program. For detailed information, see Exhibit 17S, Available Mortgage Products.

For current PC Prefix information, contact Investor Inquiry at (800) 336-3672.

(a) Securities issued under the fixed-rate Guarantor and MultiLender Swap programs

The fixed-rate Guarantor program issues securities for pools of the following types of fixed-rate Mortgages:

- Conventional fixed-rate Mortgages with 15-, 20-, and 30-year terms
- Conventional 15-year, 20- and 30-year pooled together
- 15-, 20- and 30-year FHA/VA Mortgages

The MultiLender Swap program issues securities for pools of the following types of fixed-rate Mortgages:

- Conventional fixed-rate Mortgages with 15-year terms pooled in a 15-year security, and with 20- and 30-year terms pooled together (or commingled) in a 30-year security

- 15-, 20- and 30-year FHA/VA Mortgages

(b) Securities issued under the WAC ARM Guarantor program

The WAC ARM Guarantor program issues WAC ARM PCs for the eligible ARM products. Separate WAC ARM PCs will be issued based on the characteristics of the ARM. The following characteristics are used to form WAC ARM PCs:

- Index
- Lookback Period
- Initial and Periodic Caps
- Length of Initial Period
- Length of subsequent adjustment periods, and
- Whether the ARMs are subject to prepayment penalties or not

See Chapter 4401 and Exhibit 17S for detailed information on the combination of ARM characteristics that are acceptable for WAC ARM PCs.

6201.2: Sellers eligible to submit offers under the Guarantor and MultiLender Swap programs (03/02/16)

All Sellers are eligible to submit offers under the Guarantor and MultiLender Swap programs, provided that the Seller first enters into a Master Commitment with Freddie Mac. A Seller should contact its Freddie Mac Account Manager to discuss how to enter into a Master Commitment.

6201.3: Purchase requirements for Mortgages sold under the Guarantor and MultiLender Swap programs (03/02/16)

Mortgages sold to Freddie Mac under the Guarantor program and the MultiLender Swap program must meet the requirements set forth in the Purchase Documents.

(a) Fixed-rate Guarantor program

Under the fixed-rate Guarantor program, Freddie Mac will purchase fixed-rate Mortgages that have a Note Rate at least equal to the requested PC Coupon plus the Required Spread (as adjusted for remittance cycle, buyup or buydown) plus the Minimum Contract Servicing Spread.

For fixed-rate Guarantor, the Minimum Contract Servicing Spread must be at least 0.250% and may not exceed 2.00%. For Mortgages with lender-paid mortgage insurance that have annual or monthly renewal premiums, the Minimum Contract Servicing Spread must include the amount necessary to pay the mortgage insurance premium when due.

Refer to Chapter 6202 for pooling requirements for fixed-rate Mortgages under the fixed-rate Guarantor program.

(b) MultiLender Swap program

Under the MultiLender Swap program, Freddie Mac will purchase fixed-rate Mortgages that have a Note Rate (as adjusted for remittance cycle, buyup or buydown, and inclusive of any lender-paid mortgage insurance premium) within the specified posted Note Rate range for that program.

For MultiLender Swap, the Minimum Contract Servicing Spread must be at least 0.250% and may not exceed 1.25%

Refer to Chapter 6202 for pooling requirements for fixed-rate Mortgages under the MultiLender Swap program.

(c) WAC ARM Guarantor program

Under the WAC ARM Guarantor program, Freddie Mac will purchase ARMs that have a Margin that is at least the sum of the Required Spread plus the Minimum Contract Servicing Spread.

For WAC ARM Guarantor, the Minimum Contract Servicing Spread must be at least 0.250% and may not exceed 2.00%

For ARMs with lender-paid mortgage insurance that have annual or monthly renewal premiums, the Minimum Contract Servicing Spread must include the amount necessary to pay the mortgage insurance premium when due.

In addition, under the WAC ARM Guarantor program, the Seller selects a value for three discrete Minimum Contract Servicing Spreads:

- Minimum coupon servicing spread
- Minimum margin servicing spread
- Minimum lifetime ceiling servicing spread

Subject to the requirements below, the Seller may select the same value or a different value for any of the three discrete Minimum Contract Servicing Spreads. When the Seller selects a different value for any of the three discrete Minimum Contract Servicing Spreads, the affected ARMs are referred to as having variable servicing spreads.

- **Minimum coupon servicing spread**

The minimum coupon servicing spread is the Minimum Contract Servicing Spread applicable to an ARM from the date that Freddie Mac purchases the ARM and during the period of time that the adjusted Note Rate is limited by the Initial Cap or Periodic Cap, as applicable.

The minimum coupon servicing spread may not vary by more than 0.250% from the minimum margin servicing spread and the minimum lifetime ceiling servicing spread.

- **Minimum margin servicing spread**

  The minimum margin servicing spread is the Minimum Contract Servicing Spread applicable to an ARM from the first time that the adjusted Note Rate is equal to the sum of the Index value plus the Margin.

  The minimum margin servicing spread may not vary by more than 0.250% from the minimum coupon servicing spread and the minimum lifetime ceiling servicing spread.

- **Minimum lifetime ceiling servicing spread**

  The minimum lifetime ceiling servicing spread is the Minimum Contract Servicing Spread applicable to an ARM, from the first time that the adjusted Note Rate is limited by the Lifetime Ceiling through the remaining term of the ARM.

  The minimum lifetime ceiling servicing spread may not vary by more than 0.250% from the minimum coupon servicing spread and the minimum margin servicing spread.

Refer to Chapter 6202 for pooling requirements for ARMs under the WAC ARM Guarantor program.

6201.4: MultiLender Swap posting information (03/02/16)

On the first Business Day of each month, Freddie Mac will announce at **http://www.freddiemac.com/sell/ids/mbsmktg/data/GRMPOOL_DATA.txt** and through various market information vendors the following information with respect to Mortgages Freddie Mac will purchase under the MultiLender Swap program:

- Mortgage term and final Settlement Dates
- PC Coupon
- Permissible Note Rate range
- PC Pool Number
- CUSIP Number

Freddie Mac provides information about the Gold Rush® fees assessed for use of a Settlement Cycle of less than five days at **http://www.freddiemac.com/singlefamily/goldrush-fees.html** and through various market information vendors. See Section 6205.4 for more information.

6201.5: Review of Mortgages for compliance with Seller's Maximum Annual Mortgage Purchase Amount (03/02/16)

If Freddie Mac has established a Maximum Annual Mortgage Purchase Amount with respect to the Seller, Freddie Mac will, after the commitment has been made, review the aggregate amount of Mortgages purchased from the Seller to date in the current calendar year. Freddie Mac, in its sole and absolute discretion, may purchase Mortgages from the Seller in an amount that exceeds the Seller's Maximum Annual Mortgage Purchase Amount or may rescind, in whole or in part, its acceptance of the Seller's offer to sell any Mortgages that will result in the Seller's exceeding its Maximum Annual Mortgage Purchase Amount. Any such rescission shall be made without the payment by Freddie Mac of any Seller claims. Freddie Mac reserves the right to charge a fee on the entire amount of any Purchase Contract that causes the Seller to exceed its Maximum Annual Mortgage Purchase Amount.

6201.6: Freddie Mac's obligation to sell PCs or Giant PCs in exchange for Mortgages (03/02/16)

The obligation of Freddie Mac to sell PCs or Giant PCs in exchange for Mortgages is subject to the Mortgages' eligibility for purchase, the Seller's compliance with any Maximum Annual Mortgage Purchase Amount established for the Seller and all other requirements of the Purchase Documents.

6201.7: Seller's election to sell with or without recourse under the Guarantor and MultiLender Swap programs (03/02/16)

Mortgages may be sold to Freddie Mac with or without recourse, as elected by the Seller and as set forth in the Purchase Documents.

(a) With recourse

A Seller who elects to sell Mortgages to Freddie Mac with recourse bears all risks and costs of a Borrower default, including the costs of foreclosure. Under a recourse obligation, the

Seller must repurchase the Mortgage, plus accrued interest, upon completion of the foreclosure sale (or upon delivery of a deed-in-lieu of foreclosure), whether or not the Borrower retains an equity of redemption. The Seller may, at its option, repurchase any Mortgage that is 90 days delinquent in accordance with the requirements in Sections 3602.3 through 3602.5. The Seller may also, at its option, repurchase any Mortgage for which foreclosure has been initiated.

If the Seller elects to sell Mortgages to Freddie Mac with recourse, the Seller's financial ability to fulfill the required recourse obligation will be reviewed. If Freddie Mac determines that the Seller's financial condition is not sufficient to support a recourse obligation, the Seller may be required to meet additional requirements. There may be instances in which additional recourse sales from the Seller will not be allowed because of the Seller's financial condition. At the time of review, Freddie Mac will determine whether to assess any or all postsettlement delivery fees (delivery fees) as indicated in Exhibit 19, Postsettlement Delivery Fees. Freddie Mac will provide this delivery fee information in a Guide provision or in the Seller's negotiated term of business, as applicable.

In addition, if the Seller elects to sell Mortgages to Freddie Mac with recourse, Freddie Mac will monitor the Seller's continuing ability to fulfill its recourse obligations and may:

- Require that the Seller submit specific financial information relating to the Seller's ability to fulfill its recourse obligations
- Require that the Seller provide Freddie Mac with additional assurances, including guaranties, or pledges of collateral, to support recourse obligations
- Treat the Seller's failure to provide Freddie Mac with requested additional assurances as a failure to fulfill an obligation under the Purchase Documents

The Seller who elects to sell Mortgages with recourse represents and warrants to Freddie Mac that on the Date of Seller's Offer, the Seller's aggregate recourse obligations comply with all applicable federal and State regulations. The Seller should be aware that in the event of a Transfer of Servicing, the Transferee Servicer must be approved by Freddie Mac and may be subject to the same recourse obligations as the Seller of the related Mortgages.

For Mortgages sold to Freddie Mac with recourse, the Note must bear the proper endorsement for sales with recourse, as set forth in Section 6301.3.

(b) Without recourse

If the Seller elects to sell Mortgages without recourse, Freddie Mac assumes the risk of loss from Borrower defaults, subject to the terms and conditions of the Purchase Documents.

6201.8: Remittance cycles under the Guarantor and MultiLender Swap programs (03/02/16)

(a) Overview

Under the fixed-rate Guarantor and MultiLender Swap programs, subject to Freddie Mac approval, the Seller may sell Mortgages to Freddie Mac (as permitted under Section 6201.1) under the following options:

- Gold remittance cycle
- Super accelerated remittance cycle (super ARC)
- First Tuesday remittance cycle

Under the WAC ARM Guarantor program, subject to Freddie Mac approval, the Seller may sell Mortgages to Freddie Mac (as permitted under Section 6201.1) under the following remittance options:

- First Tuesday remittance cycle
- Accelerated remittance cycle (ARC)

The remittance cycles available under the Guarantor and MultiLender Swap programs are summarized in Exhibit 6, Matrix of Remittance Cycle Options. In addition, each remittance cycle is described in Section 8303.18.

(b) Remittance cycles

The following remittance cycles are available:

- **For deliveries under the fixed-rate Guarantor and MultiLender Swap programs**

  The Seller may request at time of Master Commitment issuance that the super ARC, first Tuesday or Gold remittance cycle be made applicable to such contract. The Required Spread provided in the Master Commitment will reflect the remittance cycle chosen at that time, and the Seller will be required to use that remittance cycle for all Fixed-Rate Guarantor or MultiLender Swap Contracts taken out under the Master Commitment.

  If the Seller does not specify a remittance cycle at time of Master Commitment issuance, the Required Spread provided in the Master Commitment will reflect the Gold remittance cycle. The Seller will be able to select a remittance cycle when taking out a Fixed-Rate Guarantor or MultiLender Swap Contract, and the Required Spread for that particular contract will reflect the remittance cycle chosen.

  Regardless of when the remittance cycle is chosen:

  1. Under super ARC, the Required Spread is reduced in exchange for the Seller's obligation to remit Scheduled Principal and Scheduled Interest on the Mortgages sold to Freddie Mac in accordance with the remittance date specified for super ARC as described in Section 8303.18. The Required Spread adjustment for super ARC will be based on the Mortgage product type and on the remittance date selected.

The Seller will be required to state in the Master Commitment or with the initial contract taken out under the Master Commitment a remittance date between the first and 15th day (inclusive) of the month for deliveries using super ARC. This date will then apply to all super ARC Fixed-Rate Guarantor or MultiLender Swap Contracts taken out under that Master Commitment.

2. Under the first Tuesday remittance cycle, the Required Spread is increased in exchange for the Seller's obligation to remit principal and interest on the Mortgages sold to Freddie Mac in accordance with the remittance date specified for the first Tuesday remittance cycle as described in Section 8303.18. The Required Spread adjustment for the first Tuesday remittance cycle will be based on the Mortgage product type.

- **For deliveries under the WAC ARM Guarantor program**

  The Seller may request at time of the Master Commitment issuance that either the first Tuesday remittance cycle or ARC (as described in Section 8303.18) be made applicable to such WAC ARM Guarantor Contract. The Required Spread provided in the Master Commitment will reflect the remittance cycle chosen at that time, and the Seller will be required to use that remittance cycle for all WAC ARM Guarantor Contracts taken out under the Master Commitment.

  The Seller will be able to select a remittance cycle when taking out a WAC ARM Guarantor Contract under a Master Commitment, and if the Seller selects ARC, the Required Spread for that particular WAC ARM Guarantor Contract will be adjusted accordingly.

6201.9: Guarantor Pricing (03/02/16)

This section applies when a Seller's Master Commitment provides that the Seller is eligible to sell Mortgages to Freddie Mac through the Guarantor program or MultiLender Swap program and the Seller's Master Commitment does not state either the Required Spreads for the Mortgages or the terms by which the Seller will receive the Required Spreads for the Mortgages.

(a) Defined terms

For purposes of this section, the following terms have the meanings ascribed to them below:

(i) "Guarantor Pricing" means Required Spreads, Required Spread Add-Ons, negotiated Required Spread adjustments, maximum buyup and maximum buydown, and/or certain negotiated postsettlement delivery fees/credits and/or such other components as Freddie Mac may include from time to time

(ii) "Pricing Day" means the day or days of the month on which Freddie Mac establishes and notifies the Seller of the Guarantor Pricing

(iii) "Pricing Notification" is the e-mail by which Freddie Mac notifies the Seller of the Seller's Guarantor Pricing

(b) Pricing Day and Pricing Notification

(i) The Pricing Day will be stated in the Seller's Master Commitment. If the Pricing Day is not a Business Day, Freddie Mac will establish Guarantor Pricing and notify Seller by e-mail on the first Business Day after such Pricing Day.

(ii) The Pricing Notification will include all applicable components of Guarantor Pricing, the Mortgage products eligible under the Pricing Notification and the applicable effective dates and Settlements Dates covered by the Pricing Notification. The Pricing Notification is a Purchase Document.

(iii) If a Seller provides Freddie Mac with an executed copy of the Seller's Master Commitment on or after the Pricing Day for the first month of the Master Commitment, Freddie Mac will provide the Seller with Guarantor Pricing after receipt of such executed copy. In all such cases, Guarantor Pricing for Mortgages sold to Freddie Mac in subsequent months will be determined in accordance with paragraph (b)(i) above.

(c) Taking out Purchase Contracts

The Seller may take out Purchase Contracts only after the Seller has received a Pricing Notification in accordance with paragraph (b) above.

(d) Acceptance of Guarantor Pricing

The Seller's delivery of Mortgages eligible under a Pricing Notification will be deemed to be the Seller's acceptance of the Guarantor Pricing stated in the Pricing Notification.

(e) Amendment and termination of Guarantor Pricing provisions

In addition to the provisions of Section 1101.2(a)(ii) Freddie Mac may amend, supplement, revise or terminate any of the provisions of this section including, but not limited to, providing one or more additional Pricing Notifications to the Seller in a calendar month and changing the Guarantor Pricing provided in accordance with the above provision, in whole or in part, upon written notice to the Seller. The written notice may be in the form of a Pricing Notification. The effective date of changes will be stated in the written notice. The changes will not apply to contracts the Seller has taken out prior to the effective date of the changes.

6201.10: Buyup and buydown programs under the fixed-rate Guarantor and MultiLender Swap programs (03/02/16)

(a) Adjustments to Required Spreads

When taking out a Fixed-Rate Guarantor Contract or MultiLender Swap Contract, the Seller may request an adjustment to the Required Spread by selecting one of the following buyup and buydown programs:

- Note-level, or
- Loan-level (if permitted under the Seller's Master Commitment)

The adjustment will be based on the Note Rate, the PC Coupon, and the Minimum Contract Servicing Spread. For the note-level program, the Required Spread will be adjusted in the same manner for all Mortgages with that Note Rate and remaining maturity. For the loan-level program, the Seller may select the specific Mortgages for which the Required Spread is to be adjusted.

For purposes of this section, Required Spread means the total Required Spread, which consists of the Required Spread stated in the Seller's Purchase Documents plus all applicable Required Spread Add-Ons and negotiated Required Spread adjustments.

(b) Selection of applicable option

For the note-level program, at the time the Seller takes out a Purchase Contract, the Seller must select one of the following options:

- Buyup and buydown
- Buydown only, or
- Neither buyup nor buydown

For the loan-level program, the Seller will select the applicable option for each Mortgage at the time the Seller delivers the Mortgage. Refer to Section 6302.35 for delivery requirements for such Mortgages. If the Seller fails to deliver the required loan-level buyup and buydown ULDD Data Points for a Mortgage, the Mortgage will not be allocated to the Seller's Purchase Contract.

For both the note-level and loan-level programs, the Seller may update the specified buyup or buydown amount, as applicable, until the Purchase Contract for which the buyup or buydown amount applies is in settlement locked status.

(c) Buyup and buydown payments

In exchange for an increase to the Required Spread (buyup) for certain Mortgages, Freddie Mac will make a cash payment to the Seller.

In exchange for a decrease in the Required Spread (buydown) for certain Mortgages, the Seller will make a cash payment to Freddie Mac.

Buyup payments to be made to the Seller will be netted against buydown payments to be made by the Seller and the result will be paid in accordance with the provisions relating to fees in Section 6303.2.

(d) Calculation of buyup and buydown amounts

Freddie Mac will determine the amount of the increase or decrease in the Required Spread for each Mortgage delivered based on the following information specified when taking out a Purchase Contract:

- PC Coupon for which the Mortgage is delivered
- Minimum Contract Servicing Spread
- Note Rate
- Required Spread
- Buyup maximum amount

In determining the amount of any increase or decrease in the Required Spread, Freddie Mac will use the following formula:

Note Rate	-	Minimum Contract Servicing Spread	-	Required Spread	-	PC Coupon	=	Amount of increase or decrease in Required Spread*

* Expressed in basis points

If the result is a positive number, then the Required Spread will be increased by the amount of that positive number, subject to the maximum buyup limit prevailing at the time the Purchase Contract is taken out. Any Mortgage with a positive number greater than the maximum buyup limit will retain a Servicing Spread greater than the Minimum Contract Servicing Spread specified at the time the Purchase Contract is taken out.

If the result is a negative number, then the Required Spread will be decreased by the amount of that negative number, subject to the maximum buydown limit prevailing at the time the Purchase Contract is taken out, but will not be decreased to less than zero. A Note Rate must equal or exceed the PC Coupon plus the Required Spread (as adjusted for super ARC or first Tuesday remittance cycle and/or the amount of the buyup or buydown) plus the Minimum Contract Servicing Spread to be accepted for purchase for the PC Coupon specified.

(e) Calculation of buyup and buydown payments

Buyup and buydown payments will be calculated in accordance with the following requirements:

For each basis point (0.010%) by which the Required Spread for a Mortgage must be increased or decreased as determined by the preceding formula, a payment will be required in an amount equal to a fixed percent (expressed in basis points) of the UPB of the Mortgage. The number of basis points determined by Freddie Mac will depend on the Note Rate, the Mortgage product and whether a buyup or buydown is required.

(f) Application of buyup maximum amount for Note Rate program

Mortgages are subject to the buyup maximum amount applicable for Mortgage products as stated in the Seller's Purchase Documents. The Seller may enter a lower buyup maximum amount to be applied to the Fixed-Rate Guarantor Contract or MultiLender Swap Contract. If the Seller does not enter a value into the buyup maximum field for a Purchase Contract, the Selling System[SM] will apply the applicable buyup maximum amount as stated in the Seller's Purchase Documents.

(g) Buyup and buydown options under WAC ARM Guarantor program

The buyup and buy down options are not permitted under WAC ARM Guarantor program.

(h) Monthly invoice of buyup proceeds/buydown fees

All buyup proceeds and buydown fees will be paid in accordance with Section 6303.2.

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Note: For general billing information, contact Freddie Mac **(see Directory 8)**.

6201.11: Security wire instructions for the Guarantor and MultiLender Swap programs (03/02/16)

(a) Acknowledgment and consent to electronic transactions

In accordance with Chapter 1401, the Seller is bound by the security wire instructions it provides to Freddie Mac.

(b) Security wire verification

For information about wire transfer instructions and delivery of PCs, see Sections 6203.8, 6204.8, or 6205.8, as applicable.

(c) Liability

Freddie Mac is not liable for errors in the delivery of PCs or Giant PCs, provided that Freddie Mac delivered the PCs or Giant PCs pursuant to security wire instructions that were provided by the Seller in accordance with the requirements of the Purchase Documents.

6201.12: Settlement under the Guarantor and MultiLender Swap programs (03/02/16)

As of the Settlement Date, ownership of, and (subject to the terms of any recourse obligation) risk of loss with respect to, the Mortgages being sold on the Settlement Date will pass from the Seller to Freddie Mac; and Freddie Mac will, in accordance with Section 6201.18, deliver to the Seller in Book-Entry Form the PCs or Giant PCs representing interests therein in the amount determined by Freddie Mac and verified by the Seller in the Selling System℠ "View Wire Instructions" screen.

Freddie Mac will credit or remit to the Seller on a monthly basis the sum of:

- An amount of interest equal to one of the following:
  - With respect to PC Pools and Giant PC Pools backed by PC Pools without the Note-level buyup and buydown feature, interest at the Required Spread on the Mortgages for the period from the PC Issue Date to the day before the Settlement Date, inclusive
  - With respect to PC Pools and Giant PC Pools backed by PC Pools in which the Note-level buyup and buydown feature has been used, the weighted average Required Spread of the Mortgages in the PC Pool for the period from the PC Issue Date to the day before the Settlement Date, inclusive
- The excess, if any, of the aggregate UPB as of the Settlement Date of the Mortgages, over the aggregate original principal balance of the related PCs and Giant PCs

The sum will be credited against any fees payable by the Seller to Freddie Mac for monthly invoiced fees, including, but not limited to, buydown fees, Gold Rush® funding fees and postsettlement delivery fees. If this sum exceeds monthly invoiced fees due for the specified invoice period, a net amount is payable to the Seller. Payment of the net amount due to the Seller will be made in accordance with the delivery and funding fee provisions set forth in Chapter 6303.

If the Seller fails for any reason to transfer all or any portion of the Mortgages accepted for purchase by Freddie Mac, Freddie Mac will have no obligation to sell all or any portion of the PCs or Giant PCs to the Seller. If the Seller fails for any reason to purchase all or any portion of the PCs or Giant PCs from Freddie Mac, Freddie Mac will have no obligation to purchase all or any portion of the Mortgages from the Seller.

6201.13: Special Seller representations and warranties under the Guarantor and MultiLender Swap programs (03/02/16)

In addition to the representations and warranties made elsewhere in the Purchase Documents, the Seller represents and warrants that:

- The purchase information will be true and correct as of the related Settlement Date
- The ending principal balance shown on the Loan-Level Transaction that the Servicer transmits as of the close of the first monthly accounting reporting period following the Settlement Date is equal to the aggregate UPB of the related Mortgages
- As of the Settlement Date, the appraised value of the Mortgaged Premises is at least equal to the appraised value as of the date of the origination of such Mortgage
- For Construction Conversion and Renovation Mortgages, as of the Settlement Date, the appraised value of the Mortgaged Premises is at least equal to the appraised value as of the effective date of the most recent appraisal report

6201.14: Postsettlement adjustments for Mortgages purchased under the Guarantor and MultiLender Swap programs (03/02/16)

If, after any Settlement Date, Freddie Mac determines that the aggregate UPB, as of the Settlement Date, of the Mortgages purchased on such date (the "settlement balance") was greater than the aggregate UPB verified for purchase (the "verified balance") and greater than the original principal balance of the related PC, Freddie Mac will transfer back to the Seller ownership of the smallest number of Mortgages ("unfunded Mortgages") having an aggregate UPB as of the Settlement Date at least equal to the excess of the settlement balance over the verified balance. If the aggregate UPB of the unfunded Mortgages transferred back to the Seller exceeds the difference between the settlement balance and the verified balance, the excess must be reported and remitted promptly by the Seller to Freddie Mac in accordance with Sections 8302.21 and 8303.18, as if such difference were a principal prepayment (Mortgage paid in full) on the related Mortgages.

Without Freddie Mac's prior written approval, the Seller may not remedy an incorrect verified balance by offsetting any difference between the settlement balance and the verified balance against principal collections received on the Mortgages by the Seller after the Settlement Date. The amount of principal reduction reported by the Seller via the Loan-Level Transaction (or any other report developed for reporting accounting information) must, for each accounting reporting period, accurately reflect all principal collections actually received by the Seller on the verified balance plus any prepayment resulting from the transfer of unfunded Mortgages.

If, after the Settlement Date, Freddie Mac determines that the settlement balance of the Mortgages purchased on such date was less than the verified balance and less than the original principal balance of the related PC or Giant PC, the Seller must, at Freddie Mac's option and within the time period and in the manner specified by Freddie Mac, either remit the amount of any such difference to Freddie Mac as a principal payment with respect to such Mortgages, or deliver additional Mortgages that would have been eligible for inclusion in the related PC Pool or Giant PC Pool and that have an aggregate UPB at least equal to the difference between the verified balance and the settlement balance.

6201.15: PCs, Giant PCs and pool factors (03/02/16)

The PCs are offered for sale by Freddie Mac pursuant to the PC Offering Circular. By entering into the Master Commitment, the Seller acknowledges receipt of a copy of the applicable PC Offering Circular.

The Giant PCs are offered for sale by Freddie Mac pursuant to the Giant PC Offering Circular. By entering into a MultiLender Swap Contract for a MultiLender Swap to exchange Mortgages for Giant PCs, the Seller acknowledges receipt of a copy of the Giant PC Offering Circular.

A Seller may be identified as the Seller and/or Servicer of the Mortgages in such manner as Freddie Mac may determine, and will generally be identified on the published monthly list of pool factors for the PC Pools formed under the Guarantor program. Freddie Mac may, in its sole discretion, otherwise identify PCs or Giant PCs sold pursuant to this chapter as representing interests in PC Pools or Giant PCs formed pursuant to the Guarantor or MultiLender Swap programs and release any information concerning the Mortgages, the PCs or the Giant PCs.

6201.16: Disclosure requirements for PCs and Giant PCs (03/02/16)

(a) Disclosure for PCs formed under the Guarantor program

For each PC Pool formed under the Guarantor program, Freddie Mac will provide a Pool Supplement on its website (**www.freddiemac.com/mbs**) and via a link in the Selling System℠ to the Form 15 (Form 15A for Gold PCs®, Form 15C for WAC ARM PCs) that contains information about the Mortgages in the PC Pool as of the Settlement Date. The Seller may also obtain a copy of the Pool Supplement by contacting Investor Inquiry at (800) 336-3672.

In preparing the Pool Supplement, Freddie Mac relies upon the accuracy and completeness of the Mortgage and Servicing information provided by the Seller. If the information in the Pool Supplement is inaccurate or incomplete, the Seller must immediately inform Freddie Mac and provide Freddie Mac with any corrections necessary. Neither the Seller nor any affiliate of the Seller (as affiliate is defined in Rule 405, 17 CFR SEC 230.405, promulgated under the Securities Act of 1933) may make any use of the Pool Supplement if any information contained therein is inaccurate or incomplete.

In addition to a Pool Supplement, Freddie Mac makes available on its web site and from information vendors, information about the Mortgages in the PC Pool that is updated on a monthly basis. Current information about information vendors may be obtained by contacting Freddie Mac **(see Directory 1)**.

Seller/Servicers will also find additional information about Freddie Mac's Gold PC disclosure and WAC ARM PC disclosure in Section 6202.2.

(b) Disclosure for PCs formed under the MultiLender Swap program

For each PC Pool or Giant PC Pool formed under the MultiLender Swap program, Freddie Mac will make available on its website (**www.freddiemac.com/mbs**) and via a link in the Selling System to Form 15 a Pool Supplement containing information about the Mortgages in the PC Pool, or a Giant Offering Circular Supplement containing information about the PCs underlying the Giant PC Pool, as of the Settlement Date. The Pool Supplement and Giant Offering Circular Supplement are available on the first Business Day following the Securities Industry and Financial Markets Association's (SIFMA) Class D monthly securities settlement date. The Seller may also obtain a copy of the Pool Supplement and Giant Offering Circular Supplement by contacting Investor Inquiry at (800) 336-3672.

In preparing the Pool Supplement and Giant Offering Circular Supplement, Freddie Mac relies upon the accuracy and completeness of the Mortgage and Servicing information provided by the Seller. If the information about the Mortgages sold under the MultiLender Swap program is inaccurate or incomplete, the Seller must immediately inform Freddie Mac and provide Freddie Mac with any corrections necessary. Neither the Seller nor any affiliate of the Seller (as affiliate is defined in Rule 405, 17 CFR SEC 230.405, promulgated under the Securities Act of 1933) may make any use of the Pool Supplement or Giant Offering Circular Supplement if any information contained therein is inaccurate or incomplete.

In addition to a Pool Supplement or Giant Offering Circular Supplement, Freddie Mac makes available on its web site and from information vendors, information about the Mortgages in the PC Pool or PCs underlying the Giant PC Pool that is updated on a monthly basis. Current information about information vendors may be obtained by contacting Freddie Mac **(see Directory 1)**.

The aggregate information for Giant PC Pools formed under the MultiLender Swap program does not necessarily reflect, and may differ from, information derived from each of the Mortgages underlying each PC or Giant PC in that Giant PC Pool.

Seller/Servicers will find additional information about Freddie Mac's Gold PC and Giant PC disclosure in Section 6202.2.

(c) Seller's disclosure obligations

The Seller's offer and sale of PCs must comply with all applicable federal securities laws and Freddie Mac requirements. If the Seller or an affiliate of the Seller offers for sale or sells any PC or Giant PC, the Seller must deliver to each person to whom the offer or sale is made, not later than the time a contract of sale is executed, all of the following:

- A copy of the most recent PC Offering Circular or Giant PC Offering Circular, as applicable, including any supplements in effect at the time of the related offer or sale
- Any applicable Pool Supplement or Giant Offering Circular Supplement, and
- Any Additional Supplement required by applicable federal securities laws or by Section 6201.16(d)

If securities are sold to investment bankers, brokers, dealers or other entities for distribution, the Seller must assure that these entities will send or deliver such documents to investors before or with the confirmation of sale.

(d) Seller's obligations for Additional Supplements

In connection with the sale of Mortgages to Freddie Mac, the Seller must inform Freddie Mac in writing if any related offering materials, including the PC Offering Circular or Giant PC Offering Circular:

- Contain an untrue statement of a material fact, or
- Fail to state a material fact necessary to make the statements therein, in light of the circumstances under which they were made, not misleading

Such information may obligate the Seller to prepare an Additional Supplement for the PC Pool. (The Seller will provide such information in the Additional Supplement and only such information as is agreed between the Seller and Freddie Mac.)

Additionally, the Guide section describing certain Mortgage products may indicate that an Additional Supplement is required and will refer to the exhibit that contains the suggested form of Additional Supplement for each particular Mortgage product.

The Seller must deliver the completed Additional Supplement together with the name and telephone number of the person responsible for the Additional Supplement, to Freddie Mac's e-mail address at **Additional_Supplement@freddiemac.com** by no later than the Final Delivery Date.

If the Seller is unable to e-mail its Additional Supplement, it may be faxed to Freddie Mac at (571) 382-4385.

(e) Other information provided by the Seller

The information provided in the Pool Supplement and any Additional Supplement or Giant Offering Circular Supplement is the only information about a PC or Giant PC or the Mortgages in the related PC Pool or Giant PC Pool that the Seller can disclose to the public.

In no event may the Seller make available to any third party information regarding principal paydowns on the Mortgages or pool factors, except as have been made available to the public by Freddie Mac. To make available to any third party any other information with respect to the Mortgages that is not made publicly available by Freddie Mac, the Seller must first obtain Freddie Mac's consent by contacting Investor Inquiry at (800) 336-3672.

After obtaining Freddie Mac's consent, the Seller must provide such information to the third party in writing, and the information must include, on the first page in distinguishing typeface, a statement that the information has been prepared by the Seller and that Freddie Mac is not responsible for the accuracy or completeness of the information. Within one Business Day after the writing is first made available by the Seller to any third party, the Seller must provide a copy of it to Freddie Mac, together with the date the writing was first

made available and the Seller's name, address and telephone number, at the following address:

FREDDIE MAC
1551 PARK RUN DRIVE
ATTN OFFICE OF THE REGISTRAR
MCLEAN, VA 22102

The information received from the Seller may be made available by Freddie Mac to any person upon request.

6201.17: Indemnification for liability relating to Seller's sale of PCs (03/02/16)

The Seller must indemnify and hold Freddie Mac, its directors, officers, employees, successors, assigns and fiscal and transfer agents harmless from and against any and all losses, damages, claims, demands, actions, suits or liabilities, joint or several, to which Freddie Mac may become subject and shall reimburse Freddie Mac for any legal or other expenses reasonably incurred by Freddie Mac in connection with investigating or defending any such loss, damage, claim, demand, suit, liability or action in respect thereof, insofar as such losses, claims, damages, demands, suits, liabilities or actions arise out of or are based upon:

- Any untrue statement or alleged untrue statement of a material fact made or contained in any offering materials (other than the applicable PC Offering Circular or Giant PC Offering Circular) used by the Seller or its underwriters or agents in connection with any public or private offering or sale of any PCs or Giant PCs, or

- Any omission or alleged omission to state therein a material fact required to be stated therein or necessary to make the statements therein, in light of the circumstances under which they were made, not misleading, or

- Any other act or failure to act by the Seller or its underwriters or agents in connection with any such sale or offering, including without limitation, a breach of any of the terms or conditions contained in Section 6201.16 or a breach of any warranty or representation made by the Seller pursuant to Section 6201.16

6201.18: PC and Giant PC delivery (03/02/16)

Subject to the provisions of this Section 6201.18, Freddie Mac will deposit the PCs and Giant PCs in accordance with the instructions the Seller specifies on the applicable screens in the Selling System[SM].

With respect to Mortgages sold under the Guarantor and MultiLender Swap Program, the Seller must complete all applicable delivery information and indicate the depository institutions and

beneficiaries in whose accounts the PCs or Giant PCs issued in Book-Entry Form must be deposited.

The Seller is responsible for assigning and managing its wire instructions for Mortgages sold under the Guarantor and MultiLender Swap Program. For information regarding security wire instructions, see Sections 6203.8, 6204.8 and 6205.8.

For all Mortgages sold to Freddie Mac under the Guarantor Program and MultiLender Swap Program, the Seller agrees to indemnify and hold harmless Freddie Mac, its successors, assigns, fiscal and transfer agents, from and against any and all claims, damages, liabilities, losses, demands, actions, suits, costs and expenses, joint and several, of every nature and character as the same may arise or be made against or be incurred by any of them, as a result of their deposit of any PC or Giant PC to any account, if such PC is deposited in accordance with the Seller's security wire instructions, as entered on the applicable screens in the Selling System.

With respect to the delivery instructions provided by the Seller, all PCs and Giant PCs will be deposited in the accounts of the beneficiaries in Book-Entry Form.

6201.19: Freddie Mac remedies for Seller's breach of representations and warranties relating to securitized loans (03/02/16)

If the Seller breaches any representation or warranty made pursuant to this chapter or any of the purchase information is found to be incorrect, Freddie Mac may at its option:

- Rescind the transaction
- Require the Seller to repurchase any PCs or Giant PCs that have been sold by the Seller
- Retain any fees otherwise refundable to the Seller pursuant to the Purchase Documents
- Require the Seller to take such other action as may be necessary or appropriate at Freddie Mac's sole discretion to remedy such breach or to cause the relevant PC Pool or Giant PC Pool to conform to the terms of the purchase information

The remedies set forth in this chapter are in addition to any remedies otherwise provided for in the Purchase Documents or available under applicable law including, without limitation, Freddie Mac's right to require repurchase or substitution of any Mortgage.

In addition to Freddie Mac's other remedies under this Guide, the breach by the Seller of any representation, warranty or agreement contained in this Guide will constitute grounds for suspension of the Seller's eligibility to sell Mortgages to Freddie Mac as provided in Chapter 2301.

Chapter 6202: Freddie Mac Swap Disclosure and Pooling Requirements

6202.1: Freddie Mac Swap disclosure and pooling requirements (03/02/16)

This chapter sets forth the pooling and disclosure requirements to ensure that eligible Mortgages delivered to Freddie Mac under the Guarantor and MultiLender Swap programs are pooled in a manner that promotes homogeneity and disclosure transparency.

Refer to:

- Section 6201.3 for Servicing Spread requirements
- Chapter 6201 for the terms under which the Seller may sell eligible Mortgages to Freddie Mac in exchange for PCs or Giant PCs
- Chapter 6302 for specific delivery requirements
- Chapter 4401 for specific eligibility requirements for ARMs and Section 6302.7 for specific ARM delivery requirements

(a) Fixed-rate Guarantor program

Each Gold PC® Pool issued under the fixed-rate Guarantor program must consist of Mortgages acquired from a single Seller in exchange for a Gold PC Pool representing an undivided interest in the same Mortgages. PCs bear interest at the applicable PC Coupon and have an original principal balance rounded down to the nearest dollar.

(b) MultiLender Swap program

Each Gold PC Pool issued under the MultiLender Swap program must consist of fixed-rate Mortgages that Freddie Mac has acquired from one or more Sellers.

Each Giant PC Pool issued under the MultiLender Swap program must consist of one or more PCs representing an undivided interest in the fixed-rate Mortgages exchanged for those PCs. PCs and Giant PCs bear interest at the applicable PC Coupon and have an original principal balance rounded down to the nearest dollar.

(c) WAC ARM Guarantor program

Each WAC ARM PC Pool issued under the WAC ARM Guarantor program consists of ARMs acquired from a single Seller in exchange for a PC Pool that represents an undivided interest in the same Mortgages.

6202.2: Freddie Mac Gold PC®, Giant PC and WAC ARM PC disclosure (03/02/16)

(a) Gold PC disclosure

Freddie Mac's Gold PC disclosure includes, in addition to the PC Offering Circular, original Gold PC Pool level information, which is current information as of the PC Issue Date. Gold PC Pool level information is updated monthly to reflect the Mortgages in a Gold PC Pool paying off. The monthly updates for the Gold PC Pool level information may be accessed at **http://www.FreddieMac.com/mbs/html/sd_pc_lookup.html**.

Freddie Mac provides loan level information for each of the Mortgages backing Freddie Mac Gold PCs based on information furnished by the Sellers for Mortgages in a pool issued in December 2005 and later; the loan level information may be accessed at **http://www.FreddieMac.com/mbs/html/sd_pc_lookup.html**.

For pools requiring Additional Supplements, Freddie Mac will post Additional Supplements on its web site and can furnish them upon request for the convenience of investors.

For a complete listing and description of the disclosure data for Gold PCs that Freddie Mac provides for eligible fixed-rate Mortgages delivered to Freddie Mac under the Guarantor or, in certain cases, MultiLender Swap program, refer to the Disclosure Guide at **http://www.freddiemac.com/mbs/docs/disclosure_guide.pdf**.

(b) Giant PC disclosure

Freddie Mac's Giant PC disclosure includes, in addition to the Giant PC Offering Circular and any related supplements, an offering circular supplement for each Giant PC Pool, available on the first Business Day following its PC Issue Date, that identifies the underlying PC Pools and/or Giant PC Pools. This aggregated information does not necessarily reflect, and may differ from, information derived from each of the Mortgages underlying each PC or Giant PC in the Giant PC Pool.

For a complete listing and description of the disclosure data for Giant PCs, in addition to Pool Numbers and outstanding principal balances that Freddie Mac provides for the PCs and Giant PCs that are backed by eligible fixed-rate Mortgages delivered to Freddie Mac, refer to the Disclosure Guide at **http://www.freddiemac.com/mbs/docs/disclosure_guide.pdf**.

(c) WAC ARM PC disclosure

Freddie Mac's WAC ARM PC disclosure includes, in addition to the PC Offering Circular, original WAC ARM PC Pool level information, which is current information as of the PC Issue Date. Unless otherwise indicated below, WAC ARM PC Pool level information is updated monthly to reflect the Mortgages in a WAC ARM PC Pool paying off. The monthly updates for the WAC ARM PC Pool level information may be accessed at **http://www.FreddieMac.com/mbs/html/sd_pc_lookup.html**.

Freddie Mac provides loan level information for each of the Mortgages backing Freddie Mac WAC ARM PCs based on information furnished by the Sellers for Mortgages in a pool issued in December 2005 and later; the loan level information may be accessed at **http://www.FreddieMac.com/mbs/html/sd_pc_lookup.html**.

For pools requiring Additional Supplements, Freddie Mac will post Additional Supplements on its web site and can furnish them upon request for the convenience of investors.

For a complete listing and description of the disclosure data for WAC ARM PCs that Freddie Mac provides for eligible adjustable-rate Mortgages delivered to Freddie Mac under the WAC ARM Guarantor program, refer to the Disclosure Guide at **http://www.freddiemac.com/mbs/index.html**.

6202.3: Pooling requirements for Gold PC® Pools and Giant PC Pools (03/02/16)

This section outlines the pooling and disclosure requirements related to issuing Gold PCs under the fixed-rate Guarantor program and Gold PCs and Giant PCs under the MultiLender Swap program.

(a) Term requirements

- **30-year Gold PC Pool and 30-year Giant PC Pool**

  The underlying fixed-rate Mortgages in each 30-year Gold PC Pool and 30-year Giant PC Pool must have original terms greater than 15 years (180 months), but not exceeding 30 years (360 months). For example, 20-year (240-month) fixed-rate Mortgages may be pooled with 30-year (360-month) fixed-rate Mortgages, without limit.

- **20-year Gold PC Pool**

  The underlying fixed-rate Mortgages in each 20-year Gold PC Pool must have an original term greater than 15 years (180 months), but not exceeding 20 years (240 months).

- **15-year Gold PC Pool and 15-year Giant PC Pool**

The underlying fixed-rate Mortgages in each 15-year Gold PC Pool and 15-year Giant PC Pool must have original terms less than or equal to 15 years (180 months). For example, 10-year (120-month) fixed-rate Mortgages may be pooled with 15-year (180-month) fixed-rate Mortgages, without limit.

(b) Minimum pool size requirements

- **Gold PC Pool**

  The underlying fixed-rate Mortgages in each Gold PC Pool must have an aggregate UPB of at least $1,000,000. The minimum dollar amount for a commitment entered into under the MultiLender Swap program is $1,000.

- **Mini-Gold PC Pool**

  The underlying fixed-rate Mortgages in each mini-Gold PC Pool must have an aggregate UPB of at least $250,000.

- **Giant PC Pool**

  The minimum dollar amount for a commitment entered into under the MultiLender Swap program is $1,000.

(c) Note Rate requirements

- **Fixed-rate Guarantor program**

  The underlying fixed-rate Mortgages in each Gold PC Pool must have Note Rates no less than 25 basis points above the PC Coupon, but no greater than 250 basis points above the PC Coupon.

- **MultiLender Swap program**

  The underlying fixed-rate Mortgages delivered under the MultiLender Swap program must have Note Rates no less than 25 basis points above the posted PC Coupon, but no greater than 125 basis points above the posted PC Coupon.

(d) Seasoned Mortgage requirements

Seasoned Mortgages are not eligible for delivery under the MultiLender Swap program. Construction Conversion and Renovation Mortgages with an Effective Date of Permanent Financing that is more than 12 months prior to the Settlement Date are not eligible for delivery under the MultiLender Swap program.

(e) Requirements for fixed-rate Mortgages with special characteristics

The underlying Mortgages in each Gold PC Pool or MultiLender Swap delivery must have the same characteristics and features. Note that certain Mortgage types are not eligible for the MultiLender Swap program.

The following are the pooling and disclosure requirements for fixed-rate Mortgages with special characteristics:

(i) FHA/VA Mortgages

The underlying Mortgages in each FHA/VA Gold PC Pool must be FHA/VA Mortgages, Section 184 Native American Mortgages or assumable Section 502 GRH Mortgages.

Refer to Section 4205.4 for FHA/VA Mortgage eligibility requirements.

(ii) Section 184 Native American Mortgages

Section 184 Native American Mortgages must be pooled in an FHA/VA Gold PC Pool. The underlying Mortgages in each FHA/VA Gold PC Pool must be FHA/VA Mortgages, Section 184 Native American Mortgages or assumable Section 502 GRH Mortgages.

Refer to Section 4205.3 for Section 184 Native American Mortgage eligibility requirements.

(iii) Section 502 GRH Mortgages

Assumable Section 502 GRH Mortgages must be pooled in an FHA/VA Gold PC Pool. The underlying Mortgages in each FHA/VA Gold PC Pool must be FHA/VA Mortgages, Section 184 Native American Mortgages or assumable Section 502 GRH Mortgages.

Nonassumable Section 502 GRH Mortgages with loan-to-value (LTV) ratios less than or equal to 105% must be pooled in conventional Gold PC Pools with fixed-rate conventional Mortgages. Nonassumable Section 502 GRH Mortgages with LTV ratios greater than 105% must be pooled in High LTV Gold PC Pools.

Refer to Section 4205.1 for Section 502 GRH Mortgage eligibility requirements.

(iv) Relocation Mortgages

If a fixed-rate Mortgage complies with the definition set forth below, the Mortgage must be sold to Freddie Mac as a relocation Mortgage in accordance with the terms of this section.

A relocation Mortgage is a Mortgage with all of the following characteristics:

- It is made to a newly-hired or transferred employee to finance the purchase of a Primary Residence at a new job location, and

- It is made pursuant to an employee relocation program that establishes the terms and conditions under which the employer relocates employees and is administered by the employer or its agent

Under the fixed-rate Guarantor program, the aggregate UPB of all relocation Mortgages may not exceed 10% of the aggregate UPB of all Mortgages in the applicable Gold PC Pool. If the Gold PC Pool also includes Extended Buydown Mortgages, the aggregate UPB of all relocation Mortgages and Extended Buydown Mortgages may not exceed 15% of the aggregate UPB of all Mortgages in the applicable Gold PC Pool.

On a negotiated basis, the Seller may deliver Gold PC Pools that consist entirely of fixed-rate relocation Mortgages. The Seller should contact its Freddie Mac Account Manager for specific eligibility requirements.

Under the MultiLender Swap program, the aggregate UPB of all relocation Mortgages included in any delivery of Mortgages may not exceed 10% of the aggregate UPB of all Mortgages in that delivery. If the delivery also includes Extended Buydown Mortgages, the aggregate UPB of all relocation Mortgages and Extended Buydown Mortgages may not exceed 15% of the aggregate UPB of all Mortgages in that delivery.

(v) Extended Buydown Mortgages

Under the Guarantor program, the aggregate UPB of all Extended Buydown Mortgages may not exceed 10% of the aggregate UPB of all Mortgages in the applicable Gold PC Pool. If the Gold PC Pool also includes relocation Mortgages, the aggregate UPB of all Extended Buydown Mortgages and relocation Mortgages may not exceed 15% of the aggregate UPB of all Mortgages in the applicable Gold PC Pool.

On a negotiated basis, the Seller may deliver Gold PC Pools that consist entirely of fixed-rate Extended Buydown Mortgages. The Seller should contact its Freddie Mac Account Manager for specific eligibility requirements.

Under the MultiLender Swap program, the aggregate UPB of all Extended Buydown Mortgages included in any delivery of Mortgages may not exceed 10% of the aggregate UPB of all Mortgages in that delivery. If the delivery also includes relocation Mortgages, the aggregate UPB of all Extended Buydown Mortgages and relocation Mortgages may not exceed 15% of the aggregate UPB of all Mortgages in that delivery.

Refer to Section 4204.4 for Extended Buydown Mortgage eligibility requirements.

(vi) Super conforming Mortgages

Under the fixed-rate Guarantor program, either:

- For deliveries into 15-, 20-, and 30-year Gold PCs, the aggregate UPB of all 15-, 20-, and/or 30-year fixed-rate super conforming Mortgages may not exceed 10% of the aggregate UPB of all fixed-rate Mortgages in the applicable Gold PC Pool. If the Gold PC Pool also includes relocation Mortgages and/or Extended Buydown Mortgages, then relocation Mortgages and Extended Buydown Mortgages each may not comprise more than 10% of the UPB of all Mortgages in the Gold PC Pool, and the aggregate UPB of all relocation Mortgages and/or Extended Buydown Mortgages combined may not exceed 15% of the aggregate UPB of all Mortgages in the applicable Gold PC Pool. Thus, for each Gold PC Pool, the aggregate UPB of super conforming Mortgages may not exceed 10%, and the aggregate UPB of relocation Mortgages and/or Extended Buydown Mortgages, combined, may not exceed 15% of the UPB of the Gold PC Pool, or

- On a negotiated basis, for deliveries into 15-, 20-, and 30-year super conforming Gold PC Pools, the aggregate UPB of all 15-, 20-, and/or 30-year fixed-rate super conforming Mortgages may be any percentage up to and including 100% of the aggregate UPB of all Mortgages in the applicable Gold PC Pool. Super conforming Gold PC Pools may include both super conforming fixed-rate Mortgages and fixed-rate Mortgages having original loan balances that are less than the super conforming loan limit at the time of origination. The Seller must have a Master Commitment for such deliveries and should contact its Freddie Mac Account Manager for additional information.

For super conforming Mortgages with LTV ratios greater than 105%, the pooling and delivery requirements relating to Freddie Mac Relief Refinance Mortgages℠ – Same Servicer set forth in Section 4302.3(g) apply.

Under the MultiLender Swap program, either:

- For deliveries into 15-, 20-, and 30-year Gold PC Pools and Giant PC Pools issued under the MultiLender Swap program, the aggregate UPB of all fixed-rate super conforming Mortgages included in any delivery of Mortgages may not exceed 10% of the aggregate UPB of all Mortgages in that delivery. If the delivery also includes relocation Mortgages and/or Extended Buydown Mortgages, then relocation Mortgages, and Extended Buydown Mortgages each may not comprise more than 10% of the UPB of all Mortgages in the delivery, and the aggregate UPB of all relocation Mortgages and/or Extended Buydown Mortgages combined may not exceed 15% of the aggregate UPB of all Mortgages in that delivery. Thus, for each delivery, the aggregate UPB of super conforming Mortgages may not exceed 10%, and the aggregate UPB of relocation Mortgages and/or Extended Buydown Mortgages, combined, may not exceed 15% of the aggregate UPB of all Mortgages in that delivery, or

- On a negotiated basis, for deliveries into 15-, 20-, and 30-year super conforming Gold PC Pools issued under the MultiLender Swap program, the aggregate UPB of all 15-, 20-, and/or 30-year fixed-rate super conforming Mortgages may be any percentage up

to and including 100% of the aggregate UPB of all Mortgages in the applicable pool. Such super conforming Gold PC Pools may include both super conforming fixed-rate Mortgages and fixed-rate Mortgages having original loan balances that are less than the super conforming loan limit at the time of origination. The Seller must have a Master Commitment for such deliveries and should contact its Freddie Mac Account Manager for additional information.

Fixed-rate super conforming Mortgages may not be pooled in mini-Gold PC Pools. Refer to Chapter 4603 for super conforming Mortgage eligibility requirements.

6202.4: Pooling requirements for WAC ARM PC Pools

This section outlines the pooling and disclosure requirements related to issuing WAC ARM PCs under the WAC ARM Guarantor program. ARMs may not be sold under the MultiLender Swap program.

(a) Term requirements

The underlying ARMs in each WAC ARM PC Pool must have an original term of 30 years (360 months) or less. For example, a 15-year (180-month) term ARM may be pooled with a 30-year (360-month) term ARM.

Refer to Section 4201.4 for original maturity requirements for Mortgages.

(b) Minimum pool size requirements

The underlying ARMs in each WAC ARM PC Pool must have an aggregate UPB of at least $500,000.

(c) Note Rate requirements

The underlying ARMs in each WAC ARM PC Pool may have different Note Rates.

(d) Margin requirements

The underlying ARMs in each WAC ARM PC Pool may have different Margins.

(e) Lifetime Ceiling requirements

The underlying ARMs in each WAC ARM PC Pool may have different Lifetime Ceilings.

(f) Minimum Contract Servicing Spread requirements

Refer to Section 6201.3(c) for Servicing Spread requirements.

(g) Index requirements

The underlying ARMs in each WAC ARM PC Pool must adjust based on the same Index.

Refer to Section 4401.3 for the ARM Indices descriptions applicable to each eligible ARM product.

(h) Lookback Period requirements

The underlying ARMs in each WAC ARM PC Pool must have the same Lookback Period.

Refer to Section 4401.3 for the Lookback Period applicable to each eligible ARM product.

(i) Initial Period requirements

The underlying ARMs in each WAC ARM PC Pool must have the same Initial Period. For example, 3/1 ARMs may only be pooled with other 3/1 ARMs.

Refer to Section 4401.2 for the Initial Period applicable to each eligible ARM product.

(j) Periodic adjustments

The Initial Period of an ARM is followed by subsequent Note Rate adjustments that occur on a periodic basis. The underlying ARMs in each WAC ARM PC Pool must have the same time interval between subsequent periodic adjustments.

Refer to Section 4401.2 for the periodic adjustments applicable to each eligible ARM product.

(k) Note Rate adjustment cap requirements

(i) Initial Cap

The underlying ARMs in each WAC ARM PC Pool must have the same Initial Cap, except as follows:

- **ARMs past the first Interest Change Date:** If an ARM is past the first Interest Change Date at time of delivery, the Periodic Cap is in effect.

  If any of the underlying ARMs in single WAC ARM PC Pool is past the first Interest Change Date at time of delivery, the Periodic Cap of the ARM that is past the first Interest Change Date must be equal to the Initial Cap of the ARMs that are not past the first Interest Change Date. Refer to Section 6302.7 for delivery requirements.

- **7/1 and 10/1 1-Year Weekly Constant Maturity Treasury (CMT) ARM products** allow ARMs with different Initial Caps to be pooled together in the same WAC ARM

PC Pool if all of the underlying Mortgages in the WAC ARM PC Pool have an Initial Cap equal to the Life Cap, even if the Life Caps are not the same. For example, a 7/1 5% Initial Cap, 2% Periodic Cap, 5% Life Cap ARM may be pooled with a 7/1 6% Initial Cap, 2% Periodic Cap, 6% Life Cap under the 7/1 1-Year Weekly CMT ARM product.

(ii) Periodic Cap

The underlying ARMs in each WAC ARM PC Pool must have the same Periodic Cap.

(iii) Life Cap

The underlying ARMs in each WAC ARM PC Pool may have different Life Caps.

Refer to Exhibit 17S, Available Mortgage Products, for the specific Note Rate adjustment caps for each eligible ARM product.

(l) Assumability feature requirements

The underlying ARMs in each WAC ARM PC Pool must be assumable but may have different assumability features.

Refer to Section 4101.10 for the specific assumability feature for each eligible ARM product. Refer to Section 4101.10 for a description of due-on-sale provisions.

(m) Pooling requirements for ARMs with special characteristics

The underlying Mortgages in each WAC ARM PC Pool must have the same characteristics and features.

The following are the pooling and disclosure requirements for ARMs with special characteristics:

- Under the WAC ARM Guarantor program, the aggregate UPB of all Extended Buydown Mortgages may not exceed 10% of the aggregate UPB of all the Mortgages in the applicable WAC ARM PC Pool

- Refer to Section 6302.18 for the delivery requirements for Extended Buydown Mortgages. Refer to Section 4204.4 for Extended Buydown Mortgage eligibility requirements

Chapter 6203: Sale of Mortgages through the Selling System^{SM} under Fixed-Rate Guarantor Program

6203.1: Eligible Sellers for the fixed-rate Guarantor program through the Selling System^{SM} (03/02/16)

In addition to meeting the requirements of Chapter 6201, the Seller must receive access to the fixed-rate Guarantor program functionality in the Selling System^{SM} from Freddie Mac before the Seller can submit offers under the fixed-rate Guarantor program (see Section 2402.1).

6203.2: Eligible Mortgages sold through the Selling System^{SM} under the fixed-rate Guarantor program (03/02/16)

Freddie Mac will purchase fixed-rate Mortgages under the fixed-rate Guarantor program.

See Exhibit 17S, Available Mortgage Products, for more information regarding eligibility and coding requirements for fixed-rate Mortgages sold under the fixed-rate Guarantor program.

6203.3: Purchase requirements for Mortgages sold through the Selling System^{SM} under the fixed-rate Guarantor program (03/02/16)

Freddie Mac will purchase eligible fixed-rate Mortgages that meet the requirements of the Purchase Documents under the fixed-rate Guarantor program. The eligible Mortgages must have a Note Rate at least equal to the requested PC Coupon plus the Required Spread (as adjusted for remittance cycle, buyup or buydown) plus the Minimum Contract Servicing Spread, which for Mortgages with annual or monthly premium lender-paid mortgage insurance must include the amount necessary to pay the lender-paid mortgage insurance premium when due.

Unless specified otherwise in this chapter, the provisions set forth in Chapter 6201 regarding the fixed-rate Guarantor program and the applicable provisions set forth in Chapter 6202 regarding Freddie Mac swap disclosure and pooling requirements for fixed-rate Mortgages under the fixed-rate Guarantor program apply to Mortgages sold to Freddie Mac under the fixed-rate Guarantor program.

6203.4: Offer procedures/amounts/optional delivery/contract cancellation for Selling System℠ Fixed-Rate Guarantor Contracts (03/02/16)

The Seller may take out one or more Fixed-Rate Guarantor Contracts each Business Day. When taking out a Fixed-Rate Guarantor Contract, the information that the Seller must provide includes, but is not limited to, the Settlement Date and the Settlement Cycle:

- The Seller must select a Settlement Date that is a Business Day on or before the Required Delivery Date of the applicable Master Commitment
- The Seller must select a 3-, 4- or 5-day Settlement Cycle

The Seller may change the Settlement Date as follows:

- If the Settlement Cycle has not commenced, the Seller may change the Settlement Date to a Business Day in the same month or another month provided that the new Settlement Date is on or before the Required Delivery Date of the applicable Master Commitment. It is also possible to change the Final Delivery Date.
- If the Settlement Cycle has commenced, the Seller may change the Settlement Date to a later Business Day in the same month provided that the new Settlement Date is on or before the Required Delivery Date of the applicable Master Commitment. The Final Delivery Date cannot change.

If the Seller selects a 3- or 4-day Settlement Cycle, the Seller will be assessed a Gold Rush® fee, to be paid in accordance with Section 6303.2.

Gold Rush fee rates are:

- Expressed in basis points
- Applied to the aggregate UPB of the Mortgages allocated to a Fixed-Rate Guarantor Contract funded by Freddie Mac on the requested Settlement Date
- Subject to change on a monthly basis
- Posted at the following web site: **http://www.freddiemac.com/singlefamily/goldrush-fees.html**

Refer to Section 6202.3 for minimum pool amount requirements for Gold PCs® and mini-Gold PCs.

Delivery under a Fixed-Rate Guarantor Contract is optional. The Seller may cancel a Fixed-Rate Guarantor Contract in the Selling System℠ until 8:00 p.m. Eastern time on the Business Day immediately preceding the Settlement Date.

6203.5: Purchase and sale obligations and Master Commitment Amounts for Selling System℠ Fixed-Rate Guarantor Contracts (03/02/16)

(a) Purchase and sale obligations

The Seller makes an offer to sell Mortgages to Freddie Mac when the Seller enters the required data into the Selling System℠ to take out a Fixed-Rate Guarantor Contract. A binding contract is created when the Seller accepts the Fixed-Rate Guarantor Contract's terms and conditions made available to the Seller by Freddie Mac.

(b) Master Commitment Amounts

The Seller must monitor the aggregate UPB of all Mortgages they deliver to Freddie Mac under a Master Commitment to ensure that the Master Commitment Amount tolerance is not exceeded.

6203.6: Providing data for Mortgages sold through the Selling System℠ under the fixed-rate Guarantor program (03/02/16)

The Seller must provide the data for all loans sold under the Guarantor program by:

- Importing the required data into the Selling System℠ or
- Importing the relevant Loan Prospector® loan data, based on the Key Number, into the Selling System or
- Manually entering the loan data for each Mortgage into the Selling System

The Seller must then allocate those loans to a Fixed-Rate Guarantor Contract.

The Selling System will automatically assign Freddie Mac loan numbers to Mortgages sold under the fixed-rate Guarantor program.

6203.7: Remittance cycle options and Servicing Spreads for Mortgages sold through the Selling System[SM] under the fixed-rate Guarantor program (03/02/16)

Information and requirements relating to remittance cycle options and Servicing Spreads applicable to fixed-rate Mortgages sold under the fixed-rate Guarantor program through the Selling System[SM] are those set forth in Chapter 6201 as amended or supplemented by this chapter or the Selling System.

(a) Remittance cycle options

The remittance cycles that are available for Mortgages delivered under a Fixed-Rate Guarantor Contract are:

- The Gold remittance cycle
- The first Tuesday remittance cycle
- Super Accelerated Remittance Cycle (Super ARC)

(b) Servicing Spread

In the Selling System, Minimum Required Servicing Spread means Minimum Contract Servicing Spread as that term is defined in the Guide. The Minimum Contract Servicing Spread must be at least 0.25% and may not exceed 2.00%. For fixed-rate Mortgages with lender-paid mortgage insurance that have annual or monthly renewal premiums, the Minimum Contract Servicing Spread must include the amount necessary to pay the mortgage insurance premium when due.

6203.8: Wire transfer instructions/delivery of PCs for Mortgages sold through the Selling System[SM] under the fixed-rate Guarantor program (03/02/16)

The Seller must assign and manage their wire instructions for Mortgages sold under the fixed-rate Guarantor program through the Selling System[SM].

Pursuant to Section 2402.11, the Seller must provide information to Freddie Mac regarding authorized Selling System users and their designated user roles by completing and submitting Form 900, Selling System Authorized User Identification and Certification Form. Any employee or employees designated to perform the Setup Manager Role on the Seller's behalf must be designated by the Seller as one of the employees authorized to provide Freddie Mac with

instructions (or modify instructions) to transfer funds or securities on the Seller's behalf in connection with the sale of Mortgages to Freddie Mac on the Seller's Form 988SF-1, Certificate of Incumbency for a Bank, Savings Bank, Savings and Loan Association, Credit Union or Corporation, Form 988SF-2, Certificate of Incumbency for a Limited Liability Company, or Form 989SF, Certificate of Incumbency for a Limited Partnership, as applicable. See Section 2201.1 for additional information regarding Certificate of Incumbency requirements.

In order for the Fixed-Rate Guarantor Contract to enter the Settlement Cycle, wiring instructions must be completed in the Selling System no later than 8:00 p.m. Eastern time on the Final Delivery Date. If changes need to be made to the wire instructions, the Seller must provide the revised wire transfer instructions in the Selling System no later than 8:00 p.m. Eastern time on the last Business Day before the Settlement Date.

In addition, if the Mortgages allocated to a contract are pledged to a Warehouse Lender, the Warehouse Lender must submit a properly completed Form 996E, Warehouse Provider Release and Transfer (for use only through the Selling System), executed by a duly authorized officer of the Warehouse Lender, to Freddie Mac either as (i) a paper Form 996E by regular mail or overnight delivery service to the address provided by Freddie Mac on Form 996E, or (ii) an Electronic Record (as defined in Section 1401.2) copy of Form 996E attached to an e-mail sent to the address provided on Form 996E. This form must be received no later than 8:00 p.m. Eastern time on the Final Delivery Date. However, the Seller may revise and resubmit the Form 996E by 12:30 p.m. Eastern time the last Business Day before the Settlement Date, if the wire instructions change.

The Seller is responsible to Freddie Mac for the accuracy of information provided by the Seller, including but not limited to the security wire instructions it transmits electronically through any mode of transmission (Section 6201.11). In addition, Freddie Mac shall not be liable for errors in the delivery of PCs, provided that Freddie Mac delivered the PCs pursuant to information (provided by the Seller) that was not modified in accordance with the requirements of the Purchase Documents.

6203.9: Loan Purchase Statements and PC disclosure for Mortgages sold through the Selling System℠ under the fixed-rate Guarantor program (03/02/16)

(a) Loan Purchase Statement

Form 15, Loan Purchase Statement (Form 15A for Gold PC®s), will be accessible to the Seller in the Selling System℠ by the first day of the Settlement Cycle.

(b) Disclosure for PCs formed under the fixed-rate Guarantor program

For each PC Pool formed under the fixed-rate Guarantor program, Freddie Mac will provide a Pool Supplement on its web site (**www.freddiemac.com/mbs**/) and via a link in the Selling System to the Form 15 (Form 15A for Gold PCs), which will be available on the first day of the Settlement Cycle. The Pool Supplement contains information about the Mortgages in the PC Pool as of the Settlement Date. The Seller may also obtain a copy of the Pool Supplement by contacting Investor Inquiry at (800) 336-3672.

Refer to Section 6201.16(a) for additional information regarding the Pool Supplement and other information Freddie Mac makes available on its web site and through information vendors about the Mortgages in a PC Pool.

Chapter 6204: Sale of Mortgages through the Selling System^{SM} under WAC ARM Guarantor Program

6204.1: Eligible Sellers for the WAC ARM Guarantor program through the Selling System^{SM} (03/02/16)

In addition to meeting the requirements of Chapter 6201, the Seller must receive access to the WAC ARM Guarantor program functionality in the Selling SystemSM from Freddie Mac before the Seller can submit offers under the WAC ARM Guarantor program (see Section 2402.1)
In addition to meeting the requirements of Chapter 6201, the Seller must receive access to the fixed-rate Guarantor program functionality in the Selling System^{SM} from Freddie Mac before the Seller can submit offers under the fixed-rate Guarantor program (see Section 2402.1).

6204.2: Eligible ARMs sold through the Selling System^{SM} under the WAC ARM Guarantor program (03/02/16)

Under the WAC ARM Guarantor program, Freddie Mac will purchase the ARM products described in Section 4401.2 and Exhibit 17S, Available Mortgage Products.

See Section 4401.5 for information regarding Initial Caps, Periodic Caps and Life Caps for ARMs sold under the WAC ARM Guarantor program.

See Exhibit 17S for more information regarding eligibility requirements for ARMs sold under the WAC ARM Guarantor program.

6204.3: Purchase requirements for Mortgages sold through the Selling System^{SM} under the WAC ARM Guarantor program (03/02/16)

ARMs eligible for sale to Freddie Mac under the WAC ARM Guarantor program must be non-convertible first lien Mortgages that fully amortize with an original maturity not exceeding 30 years. See Chapter 4401 for additional information regarding the eligibility requirements for ARMs sold to Freddie Mac.

In addition, ARMs eligible for sale under the WAC ARM Guarantor program:

- Must be sold in accordance with the WAC ARM Guarantor Contract

- Must have a Margin that is at least the sum of the Required Spread plus the Minimum Contract Servicing Spread, which includes, for Mortgages with annual or monthly premium lender-paid mortgage insurance, the amount necessary to pay the lender-paid mortgage insurance premium when due

In addition, unless specified otherwise in this chapter, the provisions set forth in Chapter 6201 regarding the Guarantor program, as well as the applicable provisions set forth in Chapter 6202 regarding Freddie Mac swap disclosure and pooling requirements for ARMs under the WAC ARM Guarantor program, apply to Mortgages sold to Freddie Mac under the WAC ARM Guarantor program.

6204.4: Offer procedures/amounts/optional delivery/contract cancellation for Selling System℠ WAC ARM Guarantor Contracts (03/02/16)

The Seller may take out one or more WAC ARM Guarantor Contracts each Business Day. When taking out a WAC ARM Guarantor Contract, the information that the Seller must provide includes, but is not limited to, the Settlement Date and the Settlement Cycle:

- The Seller must select a Settlement Date that is a Business Day on or before the Required Delivery Date of the applicable Master Commitment

- The Seller must select a 3, 4- or 5-day Settlement Cycle

The Seller may change the Settlement Date provided that the Settlement Cycle has not commenced. The new Settlement Date must be a Business Day on or before the Required Delivery Date of the applicable Master Commitment. It is also possible to change the Final Delivery Date.

The Seller cannot change the Settlement Date if the Settlement Cycle has commenced.

If the Seller selects a 3- or 4-day Settlement Cycle, the Seller will be assessed a Gold Rush® fee, to be paid in accordance with Section 6303.2.

Gold Rush fee rates are:

- Expressed in basis points

- Applied to the aggregate UPB of the Mortgages allocated to the WAC ARM Guarantor Contract funded by Freddie Mac on the requested Settlement Date

- Subject to change on a monthly basis

- Posted at the following web site:
  http://www.freddiemac.com/singlefamily/goldrush-fees.html

The underlying Mortgages allocated to a WAC ARM Guarantor Contract must have an aggregate UPB of at least $500,000. See Section 6202.4 for additional information on aggregate UPB limitations for specific types of ARMs.

Delivery under a WAC ARM Guarantor Contract is optional. The Seller may cancel a WAC ARM Guarantor Contract in the Selling System^{SM} until 8:00 p.m. Eastern time on the Business Day immediately preceding the Settlement Date.

6204.5: Purchase and sale obligations and Master Commitment Amounts for Selling System^{SM} WAC ARM Guarantor Contracts (03/02/16)

(a) Purchase and sale obligations

The Seller makes an offer to sell Mortgages to Freddie Mac when the Seller enters the required data into the Selling System^{SM} to take out a WAC ARM Guarantor Contract. A binding contract is created when the Seller accepts the WAC ARM Guarantor Contract's terms and conditions made available to the Seller by Freddie Mac in the Selling System.

(b) Master Commitment Amounts

The Seller must monitor the aggregate UPB of all Mortgages they deliver to Freddie Mac under a Master Commitment to ensure that the Master Commitment Amount tolerance is not exceeded.

6204.6: Providing data for Mortgages sold through the Selling System^{SM} under the WAC ARM Guarantor program (03/02/16)

The Seller must provide the data for all loans sold under the WAC ARM Guarantor program by:

- Importing the required data into the Selling System^{SM} or
- Importing the relevant Loan Prospector® data, based on the Key Number, into the Selling System or
- Manually entering the loan data for each Mortgage into the Selling System

The Seller must then allocate those loans to a WAC ARM Guarantor Contract.

The Selling System will automatically assign Freddie Mac loan numbers to Mortgages sold under the WAC ARM Guarantor program.

6204.7: Remittance cycle options and Servicing Spreads for Mortgages sold through the Selling System^{SM} under the WAC ARM Guarantor program (03/02/16)

(a) Remittance cycle options

Information and requirements relating to remittance cycle options and Servicing Spreads applicable to ARMs sold under the WAC ARM Guarantor program are those set forth in Chapter 6201 as amended or supplemented by this chapter or the Selling System^{SM}.

The two remittance cycles that are available for Mortgages delivered under a WAC ARM Guarantor Contract are the accelerated remittance cycle (ARC) and the first Tuesday remittance cycle.

(b) Servicing Spreads

(i) In the Selling System, Minimum Required Servicing Spread means Minimum Contract Servicing Spread as that term is defined in the Guide The Minimum Contract Servicing Spread for each ARM in a WAC ARM Guarantor Contract must be at least 0.250% and may not exceed 2.00%. For ARMs with lender-paid mortgage insurance that have annual or monthly renewal premiums, the Minimum Contract Servicing Spread must include the amount necessary to pay the mortgage insurance premium when due.

(ii) For ARMs sold under the WAC ARM Guarantor program, the Seller selects three discrete Minimum Contract Servicing Spreads:

- Minimum coupon servicing spread
- Minimum margin servicing spread
- Minimum lifetime ceiling servicing spread

Subject to the requirements of Section 6201.3(c), the Seller may select the same or a different value for any of the three discrete Minimum Contract Servicing Spreads. When the Seller selects a different value for any of the three discrete Minimum Contract

Servicing Spreads, the affected ARMs are referred to as having variable servicing spreads.

6204.8: Wire transfer instructions/delivery of PCs for Mortgages sold through the Selling System[SM] under the WAC ARM Guarantor program (03/02/16)

The Seller must assign and manage their wire instructions for Mortgages sold under the WAC ARM Guarantor program through the Selling System[SM].

Pursuant to Section 2402.11, the Seller must provide information to Freddie Mac regarding authorized Selling System users and their designated user roles by completing and submitting Form 900, Selling System Authorized User Identification and Certification Form. Any employee or employees designated to perform the Setup Manager Role on the Seller's behalf must be designated by the Seller as one of the employees authorized to provide Freddie Mac with instructions (or modify instructions) to transfer funds or securities on the Seller's behalf in connection with the sale of Mortgages to Freddie Mac on the Seller's Form 988SF-1, Certificate of Incumbency for a Bank, Savings Bank, Savings and Loan Association, Credit Union or Corporation, Form 988SF-2, Certificate of Incumbency for a Limited Liability Company, or Form 989SF, Certificate of Incumbency for a Limited Partnership, as applicable. See Section 2201.1 for additional information regarding Certificate of Incumbency requirements.

In order for the WAC ARM Guarantor Contract to enter the Settlement Cycle, wiring instructions must be completed in the Selling System no later than 8:00 p.m. Eastern time on the Final Delivery Date. If changes need to be made to the wire instructions, the Seller must provide the revised wire transfer instructions in the Selling System no later than 8:00 p.m. Eastern time on the last Business Day before the Settlement Date.

In addition, if the Mortgages allocated to a contract are pledged to a Warehouse Lender, the Warehouse Lender must submit a properly completed Form 996E, Warehouse Provider Release and Transfer (for use only through the Selling System), executed by a duly authorized officer of the Warehouse Lender, to Freddie Mac either as (i) a paper Form 996E by regular mail or overnight delivery service to the address provided by Freddie Mac on Form 996E, or (ii) an Electronic Record (as defined in Section 1401.2) copy of Form 996E attached to an e-mail sent to the address provided on Form 996E. This form must be received no later than 8:00 p.m. Eastern time on the Final Delivery Date. However, the Seller may revise and resubmit the Form 996E by 12:30 p.m. Eastern time the last Business Day before the Settlement Date, if the wire instructions change.

The Seller is responsible to Freddie Mac for the accuracy of information provided, including but not limited to, the security wire instructions it transmits electronically through any mode of transmission (see Section 6201.11). In addition, Freddie Mac shall not be liable for errors in the delivery of WAC ARM PCs, provided that Freddie Mac delivered the WAC ARM PCs pursuant

to information (provided by the Seller) that was not modified in accordance with the requirements of the Purchase Documents.

6204.9: Loan Purchase Statements and PC disclosure for Mortgages sold through the Selling System℠ under the WAC ARM Guarantor program (03/02/16)

(a) Loan Purchase Statement

Form 15, Loan Purchase Statement (Form 15C for WAC ARM PC®s), will be accessible to the Seller in the Selling System℠ by the first day of the Settlement Cycle.

(b) Disclosure for PCs formed under the WAC ARM Guarantor program

For each PC Pool formed under the WAC ARM Guarantor program, Freddie Mac will provide a Pool Supplement on its web site (www.freddiemac.com/mbs/) and via a link in the Selling System to the Form 15C, which will be available on the first day of the Settlement Cycle. The Pool Supplement contains information about the Mortgages in the WAC ARM PC Pool as of the Settlement Date. The Seller may also obtain a copy of the Pool Supplement by contacting Investor Inquiry at (800) 336-3672.

Refer to Section 6202.2 for additional information regarding the Pool Supplement and other information Freddie Mac makes available on its web site and through information vendors about the Mortgages in a PC Pool.
bout the Mortgages in a PC Pool.

Chapter 6205: Sale of Mortgages through the Selling System^{SM} under MultiLender Swap Program

6205.1: Eligible Sellers for the MultiLender Swap program through the Selling System^{SM} (03/02/16)

In addition to meeting the requirements of Chapter 6201, the Seller must receive access to the MultiLender Swap program functionality in the Selling System^{SM} from Freddie Mac before the Seller can submit offers under the MultiLender Swap program (see Section 2402.1).

6205.2: Eligible fixed-rate Mortgages sold through the Selling System^{SM} under the MultiLender Swap program (03/02/16)

Freddie Mac will purchase the following Mortgages under the MultiLender Swap program:

- Fixed-rate Mortgages except:
  - Seasoned Mortgages
  - Biweekly Mortgages
  - Mortgages that require an Additional Supplement

See Exhibit 17S, Available Mortgage Products, for more information regarding eligibility and coding requirements for fixed-rate Mortgages sold under the MultiLender Swap program.

6205.3: Purchase and pooling requirements for Mortgages sold through the Selling System^{SM} under the MultiLender Swap program (03/02/16)

Under the MultiLender Swap program, Freddie Mac will purchase conventional fixed-rate Mortgages that have a Note Rate (as adjusted for remittance cycle, buyup or buydown, and inclusive of any annual or monthly lender-paid mortgage insurance premium) within the specified posted Note Rate range for that program.

Mortgages sold under the MultiLender Swap program must have Note Rates at least 0.250% above the Security Coupon (or PC Coupon), but no greater than 1.250% above the Security Coupon.

Refer to Chapter 6202 for pooling requirements for fixed-rate Mortgages under the MultiLender Swap program.

Under the MultiLender Swap program, the minimum dollar amount for a commitment is $1,000.

Unless specified otherwise in this chapter, the provisions set forth in Chapter 6201 regarding the MultiLender Swap program and the applicable provisions set forth in Chapter 6202 regarding Freddie Mac swap disclosure and pooling requirements for fixed-rate Mortgages apply to Mortgages sold to Freddie Mac under the MultiLender Swap program.

6205.4: Offer procedures/amounts/optional delivery/contract cancellation for MultiLender Swap Contracts (03/02/16)

The Seller may take out one or more MultiLender Swap Contracts each Business Day. When taking out a MultiLender Swap Contract, the information that the Seller must provide includes, but is not limited to, the Settlement Month, the PC Pool or Giant PC Pool, the Settlement Date and the Settlement Cycle:

- The Seller must select a Settlement Month (the month when Freddie Mac issues a MultiLender Swap pool) within the term of the applicable Master Commitment
- The Seller must select a PC Pool or Giant PC Pool with a Final Settlement Date on or before the last day of the selected Settlement Month
- The Seller must select a Settlement Date that is on or before the Final Settlement Date of the selected PC Pool or Giant PC Pool
- The Seller must select a 1-, 3-, 4- or 5-day Settlement Cycle

The Seller may change the Settlement Date regardless of whether the Settlement Cycle has commenced or not. In addition:

- The new Settlement Date must be on or before the Final Settlement Date of the selected PC Pool or Giant PC Pool (the date on which the PC Pool or Giant PC Pool settles)
- If the Settlement Cycle has not commenced, it is also possible to change the Final Delivery Date
- If the Settlement Cycle has commenced, the Final Delivery Date cannot change

If the Seller selects a 1-, 3-, or 4-day Settlement Cycle:

- The requirements of Section 6302.4(f) must be met
- The Seller will be assessed a Gold Rush® fee, to be paid in accordance with Section 6303.2

Gold Rush fee rates are:

- Expressed in basis points
- Applied to the aggregate UPB of the Mortgages allocated to the MultiLender Swap Contract funded by Freddie Mac on the requested Settlement Date
- Subject to change on a monthly basis
- Posted at the following web site: **http://www.freddiemac.com/singlefamily/goldrush-fees.html**

Delivery under a MultiLender Swap Contract is optional. The Seller may cancel a MultiLender Swap Contract in the Selling System℠ until 8:00 p.m. Eastern time on the Business Day immediately preceding the Settlement Date.

6205.5: Purchase and sale obligations and Master Commitment Amounts for Selling System℠ MultiLender Swap Contracts (03/02/16)

(a) Purchase and sale obligations

The Seller makes an offer to sell Mortgages to Freddie Mac when the Seller enters the required loan data into the Selling System℠ to take out a MultiLender Swap Contract. A binding contract is created when the Seller accepts the contract's terms and conditions made available to the Seller by Freddie Mac in the Selling System.

(b) Master Commitment Amounts

The Seller must monitor the aggregate UPB of all Mortgages the Seller delivers to Freddie Mac under a Master Commitment to ensure that the Master Commitment Amount tolerance is not exceeded.

6205.6: Providing data for Mortgages sold through the Selling System℠ under the MultiLender Swap program (03/02/16)

The Seller must provide the data for all loans sold under the MultiLender Swap program by:

- Importing the required data into the Selling System℠, or
- Importing the relevant Loan Prospector® data, based on the Key Number, into the Selling System, or
- Manually entering the loan data for each Mortgage into the Selling System

The Seller must then allocate those loans to a MultiLender Swap Contract.

The Selling System will automatically assign Freddie Mac loan numbers to Mortgages sold under the MultiLender Swap program.

6205.7: Remittance cycle options, Required Spread and Servicing Spread for Mortgages sold through the Selling System℠ under the MultiLender Swap program (03/02/16)

(a) Remittance cycle options

Information and requirements relating to remittance cycle options and Servicing Spreads applicable to fixed-rate Mortgages sold under the MultiLender Swap program through the Selling System℠ are those set forth in Chapter 6201 as amended or supplemented by this chapter or the Selling System.

The following remittance cycle options are available under the MultiLender Swap program:

- The Gold remittance cycle
- The first Tuesday remittance cycle
- Super Accelerated Remittance Cycle (Super ARC)

(b) Required Spread

For the MultiLender Swap program, the Required Spread is as specified in the Seller's Master Commitment.

(c) Servicing Spread

The Minimum Contract Servicing Spread is 0.250% but must not exceed 1.250% for Mortgages sold under the MultiLender Swap program.

6205.8: Wire transfer instructions/delivery of PCs for Mortgages sold through the Selling System℠ under the MultiLender Swap program (03/02/16)

The Seller must assign and manage their wire instructions for Mortgages sold under the MultiLender Swap program through the Selling System℠.

Pursuant to Section 2402.11, the Seller must provide information to Freddie Mac regarding authorized Selling System users and their designated user roles by completing and submitting Form 900, Selling System Authorized User Identification and Certification Form. Any employee or employees designated to perform the Setup Manager Role on the Seller's behalf must be designated by the Seller as one of the employees authorized to provide Freddie Mac with instructions (or modify instructions) to transfer funds or securities on the Seller's behalf in connection with the sale of Mortgages to Freddie Mac on the Seller's Form 988SF-1, Certificate of Incumbency for a Bank, Savings Bank, Savings and Loan Association, Credit Union or Corporation, Form 988SF-2, Certificate of Incumbency for a Limited Liability Company, or Form 989SF, Certificate of Incumbency for a Limited Partnership, as applicable. See Section 2201.1 for additional information regarding Certificate of Incumbency requirements.

In order for the MultiLender Swap Contract to enter the Settlement Cycle, wiring instructions must be completed in the Selling System no later than 8:00 p.m. Eastern time on the Final Delivery Date. If changes need to be made to the wire instructions, the Seller must provide the revised wire transfer instructions in the Selling System no later than 8:00 p.m. Eastern time on the last Business Day before the Settlement Date.

In addition, if the Mortgages allocated to a contract are pledged to a Warehouse Lender, the Warehouse Lender must submit a properly completed Form 996E, Warehouse Provider Release and Transfer (for use only through the Selling System), executed by a duly authorized officer of the Warehouse Lender, to Freddie Mac either as (i) a paper Form 996E by regular mail or overnight delivery service to the address provided by Freddie Mac on Form 996E, or (ii) an Electronic Record (as defined in Section 1401.2) copy of Form 996E attached to an e-mail sent to the address provided on Form 996E. This form must be received no later than 8:00 p.m. Eastern time on the Final Delivery Date. However, the Seller may revise and resubmit the Form 996E by 12:30 p.m. Eastern time the last Business Day before the Settlement Date, if the wire instructions change.

The Seller is responsible to Freddie Mac for the accuracy of information provided by the Seller, including but not limited to the security wire instructions it transmits electronically through any mode of transmission (see Section 6201.11). In addition, Freddie Mac shall not be liable for errors in the delivery of Gold PC®s or Giant PCs, provided that Freddie Mac delivered the Gold PCs or Giant PCs pursuant to information (provided by the Seller) that was not modified in accordance with the requirements of the Purchase Document.

6205.9: Loan Purchase Statements and PC/Giant PC disclosure for Mortgages sold through the Selling

System℠ under the MultiLender Swap program (03/02/16)

(a) Loan Purchase Statement

The Form 15, Loan Purchase Statement (Form 15A for Gold PC®s), will be accessible to the Seller in the Selling System℠ by the first day of the Settlement Cycle for Mortgages sold under the MultiLender Swap program.

(b) Disclosure for PCs and Giant PCs formed under the MultiLender Swap program

For each PC Pool or Giant PC Pool formed under the MultiLender Swap program, Freddie Mac will make available on its website (**www.freddiemac.com/mbs**), and via a link in the Selling System to the Form 15 (Form 15A for Gold PCs), a Pool Supplement containing information about the Mortgages in a PC Pool or a Giant Offering Circular Supplement containing information about the PCs underlying the Giant PC Pool as of the Settlement Date. The Pool Supplement and Giant PC Offering Circular Supplement are available on the first Business Day following the Securities Industry and Financial Markets Association (SIFMA) Class D Monthly Securities Settlement Date. The Seller may also obtain a copy of the Pool Supplement and the Giant Offering Circular Supplement by contacting Investor Inquiry at (800) 336-3672.

Refer to Section 6201.11 or 6201.16(b) for additional information regarding the Pool Supplement, the Giant Offering Circular Supplement and other information Freddie Mac makes available on its web site and through information vendors about the Mortgages in the PC Pools or Giant PC Pool.

Chapter 6301: Documentation Delivery

6301.1: Home Mortgage documentation delivery (03/02/16)

The Seller agrees, at its own expense and within the delivery period required under the purchase program, to deliver to Freddie Mac, or its designee, the documents required under the Purchase Documents, subject to Freddie Mac's approval regarding proper form and execution.

The Seller should plan for a reasonable processing and review period before the Funding Date or Settlement Date. The amount of the purchase price is adjusted for interest accrued through the day before the Funding Date or Settlement Date.

6301.2: Warehouse Mortgage delivery (03/02/16)

Mortgages delivered that are subject to a security interest of a Warehouse Lender must be submitted as required by Chapter 6305.

6301.3: Endorsement of Notes (03/02/16)

(a) Without recourse

For each Mortgage delivered to Freddie Mac (except for Mortgages sold with recourse under the Guarantor or MultiLender Swap program, pursuant to Section 6201.7(a)), the original of the Note must be delivered pursuant to the requirements of this chapter; and the Note must bear the following endorsement signed by the Seller's duly authorized representative:

PAY TO THE ORDER OF _____

WITHOUT RECOURSE

(Name of Seller-endorser) _____

(Signature of duly authorized representative) _____

(Typed name and title of signatory) _____

This endorsement "without recourse" will in no way affect the Seller/Servicer's repurchase obligations under the Purchase Documents. If the Seller is a corporation, the person endorsing the Notes must be a duly authorized officer of the Seller. If the Seller is a partnership or other type of organization that is not a corporation, the person endorsing the

Notes must be duly authorized by the Seller, in accordance with the organization's constituent documents and applicable law, to take such action on behalf of the Seller. Endorsement may not be made pursuant to a power of attorney.

(b) With recourse

For each Mortgage sold with recourse under the Guarantor or MultiLender Swap program, the original of the Note must be delivered bearing the following endorsement signed by the Seller's duly authorized representative:

PAY TO THE ORDER OF _____

(Name of Seller-endorser) _____

(Signature of duly authorized representative) _____
(Typed name and title of signatory) _____

If the Seller is a corporation, the person endorsing the Notes must be a duly authorized officer of the Seller. If the Seller is a partnership or other type of organization that is not a corporation, the person endorsing the Notes must be duly authorized by the Seller, in accordance with the organization's constituent documents and applicable law, to take such action on behalf of the Seller. Endorsement may not be made pursuant to a power of attorney.

(c) Chain of endorsement

If the Seller is not the original payee on the Note, the chain of endorsements must be proper and complete from the original payee shown on the Note to the Seller. At the time the Mortgage is sold to Freddie Mac, the Seller must endorse the Note in blank, in accordance with (a) or (b) above. When a Transfer of Servicing occurs, the Transferor Servicer may not complete the blank endorsement or further endorse the Note.

(d) Facsimile signature

Notes may be endorsed by use of a facsimile signature stamp if the following conditions are met:

- The signature is that of a corporate officer of the Seller who has authority pursuant to a resolution of the Seller's Board of Directors
- The corporate officer whose signature is imprinted on the stamp authenticates his signature by affidavit which will be made available to Freddie Mac upon request
- Before the Delivery Date, the Seller must obtain an opinion of the Seller's counsel that the use of a facsimile signature constitutes a valid signature for an endorsement on each Note so endorsed. The Seller must furnish this opinion to Freddie Mac upon request.

(e) Use of an Allonge for the endorsement of a Note

The Seller may use an Allonge to endorse a Note if the following conditions are met:

- The Allonge is permanently affixed to the Note
- The Allonge references the Borrower's name, the property address and the original principal balance of the Note
- The form of the Allonge, and its use, complies with all applicable laws
- The use of the Allonge does not impair Freddie Mac's status as a "holder in due course" or any of Freddie Mac's rights under the Purchase Documents

6301.4: Power of attorney (03/02/16)

Freddie Mac will permit the Note, the Security Instrument and other closing documents to be executed by a person acting as attorney-in-fact pursuant to authority granted by a Borrower under a power of attorney (POA) in the following circumstances:

- In a hardship or emergency situation; and
- When a Seller determines that applicable law requires use of a POA

The person acting as attorney-in-fact should have a familial, personal or fiduciary relationship with the Borrower, and should not be employed by or affiliated with any party to the loan transaction other than the Borrower. If a POA is used, the Mortgage must be covered by a title insurance policy in accordance with Section 4702.1. If the Seller has determined use of a POA is required by applicable law, the Seller must include a written statement that explains the circumstances in the Mortgage file and deliver the statement to the Document Custodian with the Note.

If a POA is used, the original POA must be attached to and delivered with the Note to the Document Custodian, unless it is recorded with the Security Instrument. If the original POA is sent for recordation with the Security Instrument, a copy of the POA must be delivered with the Note. When the POA is returned from the recording office, either the original or a copy with recording information must be delivered to the Document Custodian and filed with the Note.

6301.5: Modifying instrument or assumption of indebtedness agreement (03/02/16)

The Seller must deliver the following documents with the original Note:

- If a Mortgage has been modified or converted from an ARM to a fixed-rate Mortgage: the original modification or conversion agreement, unless it is recorded with the Security Instrument. If the original modification or conversion agreement is recorded with the Security Instrument, a copy of the modification or conversion agreement must be delivered.

- For a Construction Conversion Mortgage or a Renovation Mortgage that uses Modification Construction Conversion Documentation, the original Construction Conversion Modification Agreement, unless it is recorded with the Security Instrument. If the original Construction Conversion Modification Agreement is recorded with the Security Instrument, a copy of the Construction Conversion Modification Agreement must be delivered.

- If the ownership of the Mortgaged Premises has been transferred in any way the ownership transfer instrument and assumption of indebtedness agreement

The Seller need not submit a modifying instrument that by its terms ceases to be effective upon purchase of the modified Mortgage by Freddie Mac.

6301.6: Assignment of Security Instrument (03/02/16)

The Seller/Servicer is not required to prepare an assignment of the Security Instrument to Freddie Mac. However, Freddie Mac may, at its sole discretion and at any time, require a Seller/Servicer, at the Seller/Servicer's expense, to prepare, execute and/or record assignments of the Security Instrument to Freddie Mac.

If an assignment of the Security Instrument to Freddie Mac has been prepared, the Seller/Servicer must not record it unless directed to do so by Freddie Mac. Any statement in the assignment to the effect that the assignment is made without recourse will in no way affect the Seller/Servicer's repurchase obligations under the Purchase Documents.

For transfer or assignment of Freddie Mac's interest in the Mortgage, the Seller/Servicer shall prepare at its own expense any assignment necessary to transfer the Security Instrument to Freddie Mac's assignee, designee or transferee.

Intervening Assignments must be prepared in accordance with the requirements of this section.

NOTE: Special provisions for preparing assignments for Mortgages secured by Manufactured Homes located in certificate of title States where there is no provision for surrender and cancellation of the certificate of title are set forth in Section 5703.7(c), paragraph 3. Mortgages secured by Manufactured Homes located in certificate of title States where there is no provision for surrender and cancellation of the certificate of title may not be registered with MERS®.

(a) Mortgages not registered with MERS

For a Mortgage not registered with MERS, the Seller/Servicer must ensure that the chain of assignments is complete and recorded from the original mortgagee on the Security Instrument

to the Seller. If the Seller concurrently or subsequently transfers the Servicing, an assignment to the new Servicer must be completed and recorded where required, thus keeping the chain complete.

If a State does not accept assignments for recordation, the Seller must so state in an affidavit maintained with the unrecorded assignment.

(b) Mortgages registered with MERS

For a Mortgage registered with MERS, if MERS is not the original mortgagee of record, the Seller/Servicer must ensure that:

- An assignment of the Security Instrument to MERS has been prepared, duly executed and recorded in all places necessary to perfect a First Lien security interest in the Mortgaged Premises in favor of MERS, solely as nominee for the lender named in the Security Instrument and the Note, and the lender's successors and assigns. Mortgages subsequently assigned to MERS in the States of Montana, Oregon and Washington are not eligible for sale to Freddie Mac.

- The chain of assignments is complete and recorded from the original mortgagee to MERS

If the Seller/Servicer concurrently or subsequently transfers the Servicing of a Mortgage registered with MERS, no further assignments are required if the Transferee Servicer is a MERS Member. If the Transferee Servicer is not a MERS Member, or if the Mortgage has not been, or is no longer, registered with MERS, the Seller/Servicer must complete the assignments in accordance with the requirements in Section 6301.6(a).

(c) Mortgages registered with MERS naming MERS as original mortgagee of record

No assignments are required for a Mortgage registered with MERS if:

- The Mortgage is originated naming MERS as the original mortgagee of record, solely as nominee for the lender named in the Security Instrument and the Note, and the lender's successors and assigns, and

- The Seller/Servicer has ensured that the Security Instrument is properly executed, acknowledged, delivered and recorded in all places necessary to perfect a First Lien security interest in the Mortgaged Premises in favor of MERS, solely as nominee for the lender named in the Security Instrument and the Note, and the lender's successors and assigns

(d) Concurrent Transfers of Servicing

If the Mortgage is registered with MERS, and the Transferee Seller/Servicer is not a MERS Member, then the requirements for Mortgages not registered with MERS must be followed.

For a Concurrent Transfer of Servicing when a Mortgage is registered with MERS:

- The Transferor Servicer must notify MERS of the Transfer of Servicing and reflect such Transfer of Servicing on the MERS System

- The Transferee Seller/Servicer must follow the document custodial procedures in Section 7101.9, and deliver the assignments to the Transferee Document Custodian to be verified and certified in accordance with the requirements of Section 6304.2, unless the Transferee Seller/Servicer has elected to retain all assignments for MERS-registered Mortgages in the Mortgage files. The Transferee Seller/Servicer must also supply its Document Custodian with any documentation necessary for the Document Custodian to determine whether the Seller/Servicer has elected to hold all assignments in the Mortgage files.

For a Concurrent Transfer of Servicing when a Mortgage is not registered with MERS:

- The Transferor Seller must record any Intervening Assignments to complete the chain of assignments from the original mortgagee to the Transferor Seller, in accordance with Section 6301.6(a)

- The Transferor Servicer must then assign the Security Instruments to the Transferee Servicer and record the assignments

- The Transferee Servicer must follow the document custodial procedures set forth in Section 7101.9, and deliver the assignments to the Transferee Document Custodian, to be verified and certified in accordance with the requirements of Section 6304.2

Special provisions for Concurrent Transfers of Servicing of Mortgages secured by Manufactured Homes located in certificate of title States where there is no provision for surrender and cancellation of the certificate of title are set forth in Section 5703.7(c), paragraph 3.

6301.7: Accuracy and preparation of Mortgage data submitted (03/02/16)

The Seller warrants that the Mortgage data provided are true, complete and accurate. Erroneous data or omissions discovered may result in rejection of the Mortgage(s) involved when discovered before purchase or repurchase of the Mortgage(s) involved when discovered after purchase.

The essential accounting data for each Mortgage must agree with the underlying documents and the Seller's individual mortgagor accounting records.

Freddie Mac purchases Mortgage balances as reflected in the Seller's individual Mortgage accounts. The records or accounts used for Mortgages to be sold to Freddie Mac must be updated within 10 days before delivery of Mortgage documents to Freddie Mac **(see Directory 8)**.

Using the most recent Mortgage trial balance or updated Mortgage records, the Seller must indicate the UPB and provide the remaining information required by Chapter 6302. It should not be assumed that payments due as of or before the date the balances are taken from the detailed Mortgage record have been paid. An installment that was due as of or before the date the balances are taken from the individual Mortgage records, but is unpaid, is considered delinquent. For example, a payment that was due on the first of a month, and is unpaid on the second or thereafter, is delinquent for this purpose.

6301.8: Completion of delivery (03/02/16)

Settlement cannot occur until delivery is complete. Delivery will be considered complete when all of the following have been completed:

- The delivery to, and acceptance by, Freddie Mac of all loan data and other information and documentation required by the Purchase Documents. When a Seller/Servicer registers a Mortgage on the MERS® System, the Seller/Servicer must, in addition to any requirements set forth in the MERS Governing Documents, register such Mortgages with MERS *prior* to loan delivery to Freddie Mac. In addition, the Seller/Servicer must supply the MIN for Mortgages registered with MERS at the time of delivery. The Seller/Servicer must indicate the MIN on the Security Instrument and related documents, regardless of whether the Seller/Servicer retains the documents or sends them to the Document Custodian holding the Note.

  For further information on MERS, refer to Exhibit 5, Authorized Changes to Notes, Riders, Security Instruments and the Uniform Residential Loan Application.

- The delivery of the Notes and all other required documentation to, and certification of the Notes by, the Document Custodian. The Seller/Servicer must provide the Document Custodian with sufficient information so that if there is a Subsequent Transfer of Servicing, the Transferor Servicer and Freddie Mac can determine whether a Mortgage that is included in such Subsequent Transfer of Servicing is registered with MERS at the time of the transfer, as required by Section 7101.9.

Prior to certification, the Seller must identify and track the Notes and other loan documents on its computerized servicing system as Mortgages to be sold to Freddie Mac. In addition, Freddie Mac may require that, at the Seller's expense, the Freddie Mac loan number be affixed to the face of each Note.

(a) Delivery and certification

The requirements of Sections 2202.2 and 2202.3 must be met, in addition to the following requirements:

- The Document Custodian must have received and certified, as required by Sections 6304.2 and 6304.3, the following:

  - Form 1034E, Custodial Certification Schedule, or the "Note Delivery Cover Sheet." Form 1034E and the Note Delivery Cover Sheet are available only through the Selling System[SM]. The Seller is not required to maintain a copy of the Form 1034E or the Note Delivery Cover Sheet.

  - The original Notes, endorsed as required by Section 6301.3, along with the originals of any addenda or other modifying instruments to the Notes. (NOTE: The Notes for Mortgages sold through the Servicing Released Sales Process must be delivered to the Designated Custodian. See Section 6101.7 for additional information.)

  - Any documentation, if applicable, that the Mortgages were closed with MERS as original mortgagee of record

  - The original assignments of the Security Instruments, prepared and completed as required by Section 6301.6, unless the Mortgage is registered with MERS and the Seller/Servicer has elected to retain all required assignments in the Mortgage files

    The Seller/Servicer must also supply its Document Custodian with any documentation necessary for the Document Custodian to determine if it should expect to receive assignments for MERS-registered Mortgages.

    If a recorder's office has not yet returned a recorded Intervening Assignment to the Seller/Servicer, the Seller/Servicer must deliver a certified copy of the assignment sent for recordation to the Document Custodian.

    The original recorded assignment must be delivered to the Document Custodian immediately after the Seller/Servicer receives it from the recorder's office. If a jurisdiction does not accept assignments for recordation, the Seller/Servicer must so indicate in an affidavit delivered to the Document Custodian with the unrecorded Intervening Assignment.

  - The following documents, if applicable:

    1. The original Freddie Mac Multistate Agreement to Convert, Form 3180

    2. The original assumption agreement

    3. The original addendum

    4. The original or a copy of the power of attorney, if original is sent for recordation

5. The original, or a certified copy if the original is sent for recordation, of the Multistate Loan Modification Agreement (to a Fixed Interest Rate), Form 5161, or comparable modification agreement that complies with the Guide

6. The original or a certified copy of Form 3172, New York Consolidation, Extension and Modification Agreement (NY CEMA), if original was sent for recordation. See Section 4101.5 for additional documentation delivery requirements for Mortgages originated using a NY CEMA.

7. For a Construction Conversion Mortgage or a Renovation Mortgage that uses Modification Construction Conversion Documentation, the original, or a certified copy if the original is sent for recordation, of the Construction Conversion Modification Agreement

- ❑ Any other documentation that Freddie Mac, at its discretion, may require

- ■ Freddie Mac's Mortgage Purchase Department **(see Directory 8)** must have received the following by the Delivery Date:

  - ❑ For Mortgages subject to a security interest of a Warehouse Lender: the forms required by Sections 6305.3, 6305.4 and 6305.5

  - ❑ Any other documentation that Freddie Mac, at its discretion, may require

- ■ Freddie Mac **(see Directory 9)** must have received any other documentation that Freddie Mac, at its discretion, may require

(b) Additional Seller, Servicer, and Document Custodian Responsibilities

Prior to or immediately after settlement, the Seller must enter the Freddie Mac loan numbers assigned to the Mortgages into the Seller's computerized servicing system and associate such numbers with the Mortgages so that Seller can identify, track and service the Mortgages for Freddie Mac. If Servicing is concurrently transferred, the Transferee Servicer must enter the Freddie Mac loan numbers assigned to the Mortgages by Freddie Mac into the Transferee Servicer's computerized servicing system and associate such numbers with the Mortgages so that the Transferee Servicer may identify, track and service the Mortgages for Freddie Mac.

For all Mortgages, the Seller, Servicer, and Document Custodian must comply with all requirements in the Guide and other Purchase Documents.

The Seller, Servicer, Document Custodian, and/or their successors, assigns and servicing transferees, as applicable, are fully responsible, on an ongoing basis, for the proper delivery, certification, identification and tracking of all Notes for Mortgages sold to Freddie Mac.

6301.9: Mortgage substitutions (03/02/16)

To substitute a Mortgage for another Mortgage previously delivered to Freddie Mac for sale, as permitted or required by Freddie Mac, the Seller must submit the documents required by Section 6301.8.

Upon confirmation of Freddie Mac's acceptance of a substitute Mortgage, the Seller/Servicer may obtain the Note and related documents for the previously delivered Mortgage from the Document Custodian in accordance with Section 8107.2(c).

If Freddie Mac requires substitution for a Mortgage, the Seller will deliver a Mortgage that meets all of the requirements of the Purchase Documents and has an outstanding principal balance that enables the Seller to fulfill the contract commitment amount. The Seller can change the terms of the contract to increase the commitment amount, by executing a contract change request; Seller will be required to pay a fee, if Freddie Mac deems this necessary. The Seller will be required to pay Freddie Mac any differential between the outstanding principal balance of the Mortgage being purchased by Freddie Mac and the Mortgage for which it is being substituted.

The Seller must deliver such substitute Mortgage by the contract Due Date. If a substitute Mortgage has a different Note Rate from that of the previously delivered Mortgage, it must be within the Note Rate range established for the contract.

6301.10: Purchase and settlement procedures (03/02/16)

(a) Preparation of Form 15/A/C, Loan Purchase Statement

After reviewing the submitted Mortgages, Freddie Mac will generate Form 15/A/C, Loan Purchase Statement, which will summarize the pertinent data, and will include a computation of the amount to be funded to the Seller.

Depending on the type of purchase, Freddie Mac will generate one of the following forms:

- Loan Purchase Statement for Cash sales
- Form 15A for fixed-rate Guarantor
- Form 15C for WAC ARM Guarantor

(b) Wire transfers

Wire transfers made in connection with the purchase of Mortgages will be made only to the account of the Seller maintained with an eligible banking institution, such as a Federal Home Loan Bank, a commercial bank or a Federal Reserve Bank. The Seller may maintain an

account with the Federal Reserve Bank for clearing checks only or for receiving and disbursing of wire transfers. Before instructing Freddie Mac to make a wire transfer to an account at a Federal Reserve Bank, the Seller must ensure that the account is eligible to receive direct wire transfers and the Seller must have submitted to Freddie Mac, as applicable, an approved Form 988SF-1, Certificate of Incumbency for a Bank, Savings Bank, Savings and Loan Association, Credit Union or Corporation, Form 988SF-2, Certificate of Incumbency for a Limited Liability Company, or Form 989SF, Certificate of Incumbency for a Limited Partnership, that designates employees who are authorized to provide Freddie Mac with instructions (or to modify instructions) to transfer funds or securities on the Seller's behalf in connection with the sale of Mortgages to Freddie Mac. See Chapter 6305 regarding wire transfer instructions for the purchase by Freddie Mac of Mortgages subject to financing arrangements with Warehouse Lenders. Freddie Mac will not wire transfer funds for the credit of a Servicing Agent.

6301.11: Postsettlement purchase adjustments (03/02/16)

Generally, purchase balances cannot be adjusted after settlement because the Mortgages have been pooled for resale. After settlement and before pooling has taken place, however, it may be possible to adjust a purchase balance. If the Seller has any question regarding purchase balances before funding, the Seller should contact (800) FREDDIE immediately. Thereafter, any questions must be directed to the Seller's accounting representative at Freddie Mac **(see Directory 8)**.

Chapter 6302: Mortgage Delivery Instructions

6302.1: Organization of delivery instructions for ULDD Data Points (03/02/16)

In addition to complying with the document delivery requirements set forth in Chapter 6301, Mortgages sold to Freddie Mac must comply with the delivery requirements of this chapter.

The following sections of this chapter describe the data that must be provided by the Seller in connection with Mortgages sold to Freddie Mac. The data delivery instructions set forth in this chapter are consistent with the data requirements for the Uniform Loan Delivery Dataset (ULDD). The technical document for implementing Freddie Mac's loan data delivery requirements for the ULDD is the Freddie Mac Implementation Guide for Loan Delivery Data ("Freddie Mac IG-LD"), which includes, among other resources:

- Appendix A, XML Data Requirements ("Appendix A"), which details the subset of loan delivery data points specified in the MISMO® Version 3.0 Reference Model ("MISMO v3.0") that is used for the ULDD

- Appendix A Addendum ("ULDD Addendum"), which sets forth corrections to the data contained in Appendix A and amends Appendix A, as published

For purposes of this chapter, references to Appendix A include the changes specified in the Appendix A Addendum.

The Freddie Mac IG-LD, Appendix A and the other technical documentation relating to implementing the ULDD are found under the Technical Resources tab on the ULDD page at: **http://www.freddiemac.com/singlefamily/sell/uniform_delivery.html**.

(a) General data and documentation delivery requirements

(i) Effective dates of Mortgage data delivery requirements

For Mortgages delivered to Freddie Mac, the Seller must comply with the requirements for Mortgage data as applicable to the Application Received Dates and Delivery Dates specified in the table below:

Mortgage Data Requirements According to Mortgage Application Received Date		
Application Received Date	**Delivery Date**	**Mortgage Data Requirements**

Mortgage Data Requirements According to Mortgage Application Received Date		
Application Received Date	**Delivery Date**	**Mortgage Data Requirements**
Before December 1, 2011	On or after July 23, 2012	The Seller must provide either: a. The equivalent of the data previously captured on Form 11, Mortgage Submission Schedule, or Form 13SF, Mortgage Submission Voucher, as applicable, identified in Appendix A, "F11/13SF Equivalent Mandate 7-23-12" tab; **or** b. The data required for Phase 1 implementation identified in Appendix A, on the "Phase 1 Complete" tab
On or after December 1, 2011 and before August 1, 2012	On or after July 23, 2012	The Seller must provide the applicable Mortgage data required for Phase 1 implementation identified in Appendix A, on the "Phase 1 Requirements Mandate 7-23-12" tab.
On or after August 1, 2012 and before March 1, 2014	On or after November 26, 2012	The Seller must provide the applicable Mortgage data required for Phase 1 implementation identified in Appendix A, on the "Phase 1 Complete" tab.
On or after March 1, 2014	On or after August 25, 2014	The Seller must provide the applicable Mortgage data required for Phase 2 implementation specified in Appendix A on the "Phase 2 Complete Mandate 8-25-14" tab.

(ii) Data delivered in MISMO v3.0 format

The Mortgage data must be delivered in the MISMO v3.0 format pursuant to the guidance in the Freddie Mac IG-LD.

(iii) Documentation of delivery requirements

The documentation that the Seller must deliver for all Mortgages includes the delivery of Note(s) as described in Section 6304.2 and wire transfer instructions, if applicable, as described in Sections 2201.2, 6203.8, 6204.8, 6205.8, 6305.3 and 6305.4.

(iv) Timing of delivering data and documentation

For each Mortgage sold to Freddie Mac, the Seller must deliver all Mortgage data and documentation required by this chapter and other applicable sections of the Purchase Documents prior to:

- The Purchase Contract Expiration Date for Mortgages sold under the Cash program; or

- The Final Delivery Date for Mortgages sold under the Guarantor or MultiLender Swap program

(b) Organization of data delivery requirements

The data delivery instructions set forth in this chapter are grouped by the following general topics:

- Mortgages sold under the Cash, Guarantor and MultiLender Swap programs (Sections 6302.2 through 6302.4)
- All Mortgage Products sold to Freddie Mac (Section 6302.5)
- The specific attributes of fixed-rate Mortgages and ARMs (Sections 6302.6 and 6302.7)
- The property and Borrower information that is required for each Mortgage (Sections 6302.8 through 6302.9)
- The underwriting information required for each Mortgage (Sections 6302.10 and 6302.11)
- Mortgages with specific characteristics that require singular delivery instructions (Sections 6302.12 et seq.)

The data delivery instructions are presented throughout this chapter in a tabular format, and include the following information:

- The column titled "Sort ID" refers to the ID number used in Appendix A for the particular ULDD Data Point
- The column titled "ULDD Data Point" sets forth the MISMO Data Point used in Appendix A
- The column titled "Valid Value" sets forth the Freddie Mac supported enumerations specified in Appendix A that are applicable to the Mortgages described in the table. If a value must be selected for a ULDD Data Point, all permissible values are listed in the "Valid Values" column. If there are no valid values specified for a particular ULDD Data Point, the Seller should refer to the "Notes" for specific instructions on completing the "ULDD Data Point" field.
- The column titled "Notes" provides specific delivery instructions for the ULDD Data Point that are consistent with the Implementation Notes set forth in Appendix A. If there are no notes for a particular ULDD Data Point, the Seller should enter the appropriate data based on the data point name and definition.

- The column headers are followed by rows that map the listed data points to the Selling System[SM] graphical user interface (GUI) screen headings and tabs

The data delivery instructions are organized so that those with more general applicability (for example, eligible delivery programs and Mortgage loan product types) appear earlier in this chapter, and the instructions relating to Mortgages with special characteristics follow. The delivery instructions are cumulative, so that, for example, the Seller must provide data regarding the specific delivery program, the particular Mortgage product, the property, loan and Borrower, as well as any special characteristics that the loan may have.

The data delivery instructions set forth in this chapter include requirements for delivery of Investor Feature Identifiers (IFIs) in connection with the sale of Mortgages to Freddie Mac, where applicable. IFIs identify a loan feature not defined by other attributes. A listing of IFIs is available in Exhibit 34, Investor Feature Identifiers.

(c) Relationship between this chapter and Appendix A

The data delivery instructions in this chapter are consistent with the data requirements set forth in Appendix A, and provide much of the same information as Appendix A. For example, the delivery instructions in this chapter provide the valid values for each of the ULDD Data Points required, together with any notes necessary to clarify the appropriate valid value; this information is similar to the columns of Appendix A titled "FRE-Supported Enumerations" and "Freddie Mac Implementation Notes."

The delivery instructions in this chapter differ from Appendix A in that they do not include, for example, cross-references to the phase-in information, and some information such as conditionality, loan role or party role type is presented in a narrative form rather than in a chart format. Additionally, the delivery information in this chapter is organized by Mortgage characteristics rather than in the ULDD Sort ID order format used in Appendix A.

For a complete description of the delivery data required for Mortgages sold to Freddie Mac, the Seller must refer to Appendix A and any published addenda.

(d) Other delivery instructions in this chapter

This chapter also provides delivery instructions relating to eligible programs and pooling information. Additionally, this chapter describes the special delivery requirements applicable to modified Mortgages.

(i) Eligible delivery programs

The sections of this chapter relating to the specific attributes of fixed-rate Mortgages and ARMs (Sections 6302.6 and 6302.7) and to Mortgages with

special characteristics (Sections 6302.12 et seq.) specify any limitations in the delivery programs. For purposes of these sections:

- "Cash" means the Mortgage Product or offering is eligible under fixed-rate Cash and WAC ARM Cash
- "Guarantor" means the Mortgage Product or offering is eligible under the fixed-rate Guarantor and WAC ARM Guarantor programs
- "MultiLender Swap" means the Mortgage Product or offering is eligible under the MultiLender Swap program

If the delivery programs are not specifically limited, the Mortgage Product or offering is eligible for all delivery programs.

(ii) Pooling information

The sections of this chapter relating to Mortgages with special characteristics (Sections 6302.12 et seq.) also specify any special pooling requirements applicable to the Mortgages. If no pooling requirements are specified, refer to Chapter 6202 for general pooling requirements for fixed-rate Mortgages under the fixed-rate Guarantor or MultiLender Swap programs, and for ARMs under the WAC ARM Guarantor program.

(iii) Special instructions for modified Mortgages

The sections of this chapter relating to modified Mortgages (Section 6302.27 with respect to Seller-Owned Modified Mortgages and Section 6302.28(b)(iv) with respect to Construction Conversion or Renovation Mortgages with modification agreements) describe the special delivery instructions that are required to capture information about the Mortgage, both as modified and prior to modification. For modified Mortgages, all the applicable delivery data must be delivered under the "Modification" tab of the Selling System GUI rather than under the "Closing" tab of the GUI; data relating to the Mortgage prior to modification must be delivered under the "Closing" tab of the GUI. Additional loan data requirements specific to modified Mortgages are set forth in Sections 6302.27 and 6302.28(b)(iv).

(e) Seller's warranties regarding accuracy of data

By delivering the required Mortgage data to Freddie Mac, the Seller warrants that the data is true, complete and accurate. Incorrect or missing loan or delivery information may result in rejection of the Mortgage(s) involved if discovered before purchase, or repurchase of the Mortgage(s) involved if discovered after purchase. Additionally, Freddie Mac may pursue all other remedies available to it under the Purchase Documents and applicable law.

6302.2: Cash program delivery instructions (03/02/16)

(a) General requirements

The Seller may deliver eligible fixed-rate Mortgages after taking out a Cash Contract, as described in Sections 6101.3 and 6101.4, or eligible ARMs after taking out a WAC ARM Cash contract, as described in Section 6102.4.

For Mortgages sold under the Cash program, a contract number (ULDD Data Point "Investor Contract Identifier") will be available to a Seller immediately upon taking out a Cash Contract.

Delivery is mandatory unless the contract is a Best Efforts Contract. See Section 6101.4 for additional information regarding Best Efforts Contracts.

The Contract Commitment Amount specified on each Purchase Contract Confirmation must be at least $1,000.

(b) Purchase tolerance

The purchase tolerance for Mortgages delivered under the Cash program is equal to the Contract Commitment Amount specified in the Cash Purchase Contract, plus or minus the greater of $10,000 or 2.5% of the Contract Commitment Amount specified in the Cash Purchase Contract.

See Section 6401.1 for pairoff instructions if the delivery does not meet the Contract Commitment Amount less the purchase tolerance.

(c) Data delivery instructions

(i) Mortgages delivered under the Cash program

For Mortgages purchased by Freddie Mac under the Cash program, the Seller must deliver the following ULDD Data Points:

Data Required for Mortgages Delivered under the Cash Program			
Sort ID	**ULDD Data Point**	**Valid Value**	**Notes**
LOAN – Current			
→ Payment Information → Payment Details			
385	Loan Acquisition Scheduled UPB Amount		For fixed-rate Mortgages, enter the scheduled UPB of the

Data Required for Mortgages Delivered under the Cash Program			
Sort ID	**ULDD Data Point**	**Valid Value**	**Notes**
			Mortgage as of the Funding Date. For ARMs, enter either the scheduled or the actual UPB of the Mortgage as of the Funding Date. The scheduled UPB must include reductions for: ■ The principal due in the Funding Date month (even if not collected) and all prior months ■ The principal portion of any advanced (prepaid) installments received prior to the Funding Date ■ Any partial prepayments (curtailments) received on or before the Delivery Date
440	Last Paid Installment Due Date		For newly originated Mortgages, enter the date through which interest is scheduled to be paid. For Mortgages for which there has been an advanced (prepaid) installment of interest, enter the date through which advanced (prepaid) installments of interest have been made. The related Glossary term is DDLPI.

(ii) Mortgages with lender crediting the Borrower interest at closing

For Mortgages with respect to which the lender credits a Borrower interest at closing in an amount equal to the interest due from the first day of the month through the day before the Note Date, the Borrower's first monthly principal and interest payment is due the first day of the month immediately following the Mortgage closing. For such Mortgages, the Seller represents and warrants that the lender credited the Borrower with interest at closing, and the Seller must deliver the following ULDD Data Point:

Data Required for Mortgages Sold under Cash when Lender Credits Borrower Interest at Closing			
Sort ID	**ULDD Data Point**	**Valid Value**	**Notes**
LOAN – Current			
→ Payment Information → Payment Details			
440	Last Paid Installment Due Date		For fixed-rate Mortgages, enter the Note Date or the first day of the month of closing. For ARMs, enter the first day of the month of closing. The related Glossary term is DDLPI.

See Exhibit 8, Delivery Balance Examples.

6302.3: Guarantor program delivery instructions (03/02/16)

(a) Guarantor program requirements and instructions

For Mortgages sold under the Guarantor program, a contract number (ULDD Data Point "Investor Contract Identifier") will be made available to the Seller immediately upon taking out a Guarantor contract.

In connection with each WAC ARM Guarantor Contract, the Seller must select the appropriate WAC ARM Security Product based on the characteristics of the ARMs.

(b) Purchase tolerance

For Guarantor contracts, any part of the Contract Commitment Amount specified in the Guarantor contract may be delivered, provided the minimum pool size is met.

The Seller can increase a Guarantor contract amount up to the maximum amount of the Seller's Master Commitment plus the applicable tolerance.

(c) Data delivery instructions

(i) Mortgages sold under the Guarantor program

For Mortgages purchased by Freddie Mac under the Guarantor program, the Seller must deliver the following ULDD Data Points:

Data Required for Mortgages Sold under the Guarantor Program			
Sort ID	**ULDD Data Point**	**Valid Value**	**Notes**
LOAN – Current			
→ Payment Information → Payment Details			
385	Loan Acquisition Scheduled UPB Amount		The scheduled UPB must include reductions for: ■ The principal due in the month of settlement (even if not collected) and all prior months ■ The principal portion of any advanced (prepaid) installments received prior to the Settlement Date ■ Any partial prepayments (curtailments) received on or before the Delivery Date
440	Last Paid Installment Due Date		For newly originated Mortgages, enter the date through which interest is scheduled to be paid. For Mortgages for which there has been an advanced (prepaid) installment of interest, enter the date through which advanced (prepaid) installments of interest have been made. The related Glossary term is DDLPI.

(ii) Mortgages with lender crediting Borrower interest at closing

If a lender credits the Borrower interest at closing in an amount equal to the interest due from the first day of the month through the day before the Note Date, the Borrower's first monthly principal and interest payment is due the first day of the month immediately following the Mortgage closing. For such Mortgages, the Seller represents and warrants that the lender credited the Borrower with interest at closing, and the Seller must deliver the following ULDD Data Point:

Data Required for Mortgages Sold under Guarantor when Lender Credits Borrower Interest at Closing			
Sort ID	**ULDD Data Point**	**Valid Value**	**Notes**

Data Required for Mortgages Sold under Guarantor when Lender Credits Borrower Interest at Closing			
Sort ID	**ULDD Data Point**	**Valid Value**	**Notes**
LOAN – Current			
→ Payment Information → Payment Details			
440	Last Paid Installment Due Date		For fixed-rate Mortgages, enter the Note Date or first day of the month of closing. For ARMs, enter the first day of the month of closing. The related Glossary term is DDLPI.

See Exhibit 8, Delivery Balance Examples.

(iii) ARMs with next Interest Change Dates in the month of settlement

For ARMs, if the next Interest Change Date is during the month of settlement, the Seller must deliver the following ULDD Data Points as if the Interest Change Date had already occurred. For example, if the Seller delivers an annually adjusting ARM on February 27 for settlement on March 23, and the Interest Change Date is March 1, the Seller must enter the following values:

ULDD Data Point	Calculation Instructions
Next Rate Adjustment Effective Date	March 1 of the following year
Per Change Rate Adjustment Effective Date For Adjustment Rule Type = "First"	March 1 of the current year
Current Interest Rate Percent	The Note Rate in effect as of March 1 of the current year
Principal And Interest Payment Amount	The amount of the principal and interest (P&I) payment due as of March 1 of the current year

(iv) ARMs past the first Interest Change Date

ARMs that are past the first Interest Change Date may be delivered with ARMs that are not past the first Interest Change Date.

(d) Pooling requirements

Refer to Chapter 6202 for pooling requirements for fixed-rate Mortgages under the fixed-rate Guarantor or MultiLender Swap programs and for pooling requirements for ARMs under the WAC ARM Guarantor program.

(e) Security wire instructions

Security wire instructions are required for all PC Pools. See Section 2201.1 for information regarding Certificate of Incumbency requirements. See Sections 6203.8 and 6204.8 for information about security wire instructions. See also Section 2402.11 for information regarding authorized Selling System[SM] users and their designated user roles and completion and submission of Form 900, Selling System Authorized User Identification and Certification Form.

(f) Use of a Settlement Cycle of less than five days for Guarantor deliveries

For Mortgages delivered to Freddie Mac with a Settlement Cycle of less than five days, the Document Custodian must certify the Mortgages in the Selling System by no later than 8:00 p.m. Eastern time on the Final Delivery Date to satisfy the requirements for completion of delivery set forth in Section 6301.8. Refer to Section 6301.8(a) for additional requirements.

6302.4: MultiLender Swap program delivery instructions (03/02/16)

(a) General requirements

For Mortgages sold under the MultiLender Swap program, a contract number (ULDD Data Point "Investor Contract Identifier") will be made available to the Seller immediately upon taking out a MultiLender Swap Contract. For more information, see Chapter 6205.

The Seller must complete delivery of all Mortgages on or before the Final Delivery Date as provided in the MultiLender Swap Contract.

The Contract Commitment Amount specified in the MultiLender Swap Contract must be in an amount at least equal to the minimum commitment amount specified in Section 6302.4(d).

(b) Purchase tolerance

For MultiLender Swap Contracts, any part of the Contract Commitment Amount specified in the MultiLender Swap Contract may be delivered, provided the minimum commitment amount is met. The maximum amount that Freddie Mac will purchase is the Contract Commitment Amount specified in the MultiLender Swap Contract, plus the greater of $100,000 or 5% of the Contract Commitment Amount.

The Seller can increase a MultiLender Swap Contract amount up to the maximum amount of the Seller's Master Commitment plus the applicable tolerance.

(c) Data delivery instructions

(i) Mortgages sold under MultiLender Swap

For Mortgages purchased by Freddie Mac under the MultiLender Swap program, the Seller must deliver the following ULDD Data Point:

Data Required for Mortgages Sold under MultiLender Swap			
Sort ID	**ULDD Data Point**	**Valid Value**	**Notes**
LOAN – Current			
→ Payment Information → Payment Details			
385	Loan Acquisition Scheduled UPB Amount		The scheduled UPB must include reductions for: ■ The principal due in the month of settlement (even if not collected) and all prior months ■ The principal portion of any advanced (prepaid) installments received prior to the Settlement Date ■ Any partial prepayments (curtailments) received on or before the Delivery Date
440	Last Paid Installment Due Date		For newly originated Mortgages, enter the date through which interest is scheduled to be paid. For Mortgages for which there has been an advanced (prepaid) installment of interest, enter the date through which advanced (prepaid) installments of interest have been made. The related Glossary term is DDLPI.

(ii) Mortgages with lender crediting Borrower interest at closing

If a lender credits the Borrower interest at closing in an amount equal to the interest due from the first day of the month through the day before the Note Date, the

Borrower's first monthly principal and interest payment is due the first day of the month immediately following the Mortgage closing. For such Mortgages, the Seller represents and warrants that the lender credited the Borrower with interest at closing, and the Seller must deliver the following ULDD Data Point:

Data Required for Mortgages Sold under MultiLender Swap program when Lender Credits Borrower Interest at Closing			
Sort ID	**ULDD Data Point**	**Valid Value**	**Notes**
LOAN – Current			
→ Payment Information → Payment Details			
440	Last Paid Installment Due Date		For fixed-rate Mortgages, enter the Note Date or first day of the month of closing. The related Glossary term is DDLPI.

See Exhibit 8, Delivery Balance Examples.

(d) Minimum commitment amount

The minimum dollar amount for a commitment entered into under the MultiLender Swap program is $1,000.

(e) Security wire instructions

Security wire instructions are required for all MultiLender pools. See Section 2201.1 for information regarding Certificate of Incumbency requirements. See Section 6205.8 for information about security wire instructions. See also Section 2402.11 for information regarding authorized Selling System^{SM} users and their designated user roles and completion and submission of Form 900, Selling System Authorized User Identification and Certification Form.

(f) Use of a Settlement Cycle of less than five days for MultiLender Swap program

For Mortgages delivered to Freddie Mac with a Settlement Cycle of less than five days, the Document Custodian must certify the Mortgages in the Selling System by no later than 8:00 p.m. Eastern time on the Final Delivery Date to satisfy the requirements for completion of delivery set forth in Section 6301.8. Refer to Section 6301.8(a) for additional requirements.

6302.5: Loan data required for all Mortgages (03/02/16)

(a) General requirements

This section sets forth the ULDD Data Points that have general applicability for all Mortgages sold to Freddie Mac. The delivery instructions in subsequent sections of this chapter relate to the specific attributes of the Mortgage Product, the property and Borrower information, and the special features or characteristics of the Mortgage. The delivery instructions in subsequent sections are cumulative and may supplement or modify the instructions in this section. See Section 6302.1 for further information.

See Sections 6302.2 through 6302.4 for instructions for specific programs under which the Mortgage is delivered.

(b) Data delivery instructions for all Mortgages

For every Mortgage sold to Freddie Mac, the Seller must deliver the following ULDD Data Points:

Loan Data Required for All Mortgages			
Sort ID	**ULDD Data Point**	**Valid Value**	**Notes**
LOAN – Closing			
93	Loan Role Type[1, 2]	Subject Loan	
252	Loan State Date[1]		Enter the Note Date of the Mortgage.
253	Loan State Type[1, 2]	At Closing	
→Product Information → Product Details			
313	Lien Priority Type	First Lien	
317/318	Mortgage Type/Mortgage Type Other Description (In the Selling System, this appears as "Mortgage Type.")	▪ Conventional ▪ FHA ▪ Other – Public And Indian Housing ▪ USDA Rural Housing ▪ VA	Enter "Conventional" unless the Mortgage is a government loan. The related Glossary term for "Conventional" is Home Mortgage. The related Glossary term for "USDA Rural Housing" is Section 502 GRH Mortgage.
215	Interest Calculation Type	Simple	
214	Interest Calculation Period Type	Month	
270	Payment Frequency Type	Monthly	
226	Balloon Indicator	▪ False	
238	Loan Affordable Indicator	▪ False	Enter "false" unless the

Loan Data Required for All Mortgages			
Sort ID	**ULDD Data Point**	**Valid Value**	**Notes**
		▪ true	Mortgage is a Home Possible Mortgage.
138	Loan Amortization Type[2]	▪ Adjustable Rate ▪ Fixed ▪ Rate Improvement Mortgage	Enter "Rate Improvement Mortgage" for Affordable Merit Rate Mortgages.
137	Loan Amortization Period Type	Month	
136	Loan Amortization Period Count		
→Note Information			
→→Note Details			
320	Note Date		Enter the original Note Date.
319	Note Amount[2]		
321	Note Rate Percent		Enter the original interest rate as indicated on the Note.
194	Borrower Paid Discount Points Total Amount		Enter the dollar amount of all discount points that were paid by the Borrower.
272	Scheduled First Payment Date		
268	Initial Principal And Interest Payment Amount		
258	Loan Maturity Period Type	Month	
256	Loan Maturity Date		
257	Loan Maturity Period Count		
→→Temporary Buydown Details			
228	Buydown Temporary Subsidy Indicator	▪ false ▪ true	Enter "false" unless the Mortgage has a temporary subsidy buydown.
→→Conversion Option Details			
232	Convertible Indicator	▪ false ▪ true	Enter "false" unless the Mortgage has, or ever had, a conversion option.
→→Assumability Details			
225	Assumability Indicator	▪ false ▪ true	Enter "false" unless the Mortgage is assumable as of

Loan Data Required for All Mortgages			
Sort ID	**ULDD Data Point**	**Valid Value**	**Notes**
			the Note Date.
→→Prepayment Penalty Details			
240	Prepayment Penalty Indicator	▪ false	Freddie Mac considers a Mortgage to be a Prepayment Penalty Mortgage if it is currently subject to, or has ever been subject to, a penalty for prepayments of principal. Enter "false" unless the Mortgage has, or ever had, a prepayment penalty provision.
→→Interest Only Details			
237	Interest Only Indicator	false	
→Origination Information			
→→ Origination Details			
224	Application Received Date		Enter the date on which receipt of the Borrower's financial information first triggers the federal Truth-in-Lending disclosure requirements to the Borrower in connection with the Mortgage.
311	Price Lock Date Time		Enter the date on which the Interest Rate reflected on the Note was locked with the Borrower. Only the date is required; the time will be ignored.
227	Borrower Count		Enter the total number of Borrowers on the Note (can be more than five).
229	Capitalized Loan Indicator	▪ false ▪ true	Enter "false" unless the capitalized balance was added to the unpaid principal balance (UPB) of the Note prior to delivery.
234	Escrow Indicator	▪ false ▪ true	Enter "false" unless there is an Escrow associated with this Mortgage.
207	HMDA HOEPA Loan Status	false	Required even if the Seller is

Loan Data Required for All Mortgages			
Sort ID	**ULDD Data Point**	**Valid Value**	**Notes**
	Indicator		not covered by HMDA.
208	HMDA Rate Spread Percent		Enter the spread (difference) between the annual percentage rate (APR) on the Mortgage and the Average Prime Offer Rate (APOR). Do not enter the APR, APOR or *Note Rate*. Freddie Mac will not accept any value that is less than 1.5%. The rate spread should be calculated consistent with the methodology provided in HMDA (Regulation C) and the requirements for determining Higher Priced Mortgage Loans (Regulation Z). For Mortgages with a rate spread reported under HMDA, a Seller should deliver to Freddie Mac the same rate spread reported under HMDA.
→→ Funds Needed to Close Details			
172	Down Payment Amount		Enter down payment amount, reflecting only the total amount contributed by all Borrowers on the loan. If none of the Borrowers contributed to the down payment, then leave blank. The down payment amount is the difference between the purchase price and the original UPB of the Mortgage (excluding any financed mortgage insurance premium amounts). This amount does not include Prepaids/Escrows.
173	Down Payment Source Type	Borrower	Enter "Borrower" if one or more Borrowers contributed to the down payment. If none

Loan Data Required for All Mortgages			
Sort ID	**ULDD Data Point**	**Valid Value**	**Notes**
			of the Borrowers contributed to the down payment, then leave blank.
→Underwriting / Credit Information			
→→Loan Details			
315	Loan Purpose Type	▪ Purchase ▪ Refinance	Enter "Purchase" for purchase transaction Mortgages.
195	Purchase Price Amount		For purchase transaction Mortgages, enter the purchase price of the property, net of any adjustments made for sales concessions. Not required for refinance transaction Mortgages.
241	Relocation Loan Indicator	▪ false ▪ true	Enter "false" unless the Mortgage is a fixed-rate Mortgage that complies with Section 6202.3.
243	Shared Equity Indicator	▪ false ▪ true	Enter "false" unless the Mortgage is a shared equity Mortgage that meets the requirements of Section 4204.5.
→→Construction Details			
231	Construction Loan Indicator	▪ false ▪ true	Enter "false" unless the Mortgage is a Construction Conversion or Renovation Mortgage.
→→Underwriting Details			
328	Loan Manual Underwriting Indicator	▪ false ▪ true	Enter "false" unless the loan underwriting decision is based on manual underwriting and not the recommendation from an automated underwriting system.
→→Additional Underwriting Details			
291	Total Monthly Income Amount		Enter the aggregate of the stable monthly income as defined in Section 5301.1 for all Borrowers. Round to the nearest dollar.

Loan Data Required for All Mortgages			
Sort ID	**ULDD Data Point**	**Valid Value**	**Notes**
287	Borrower Reserves Monthly Payment Count		Enter the total number of monthly payments available from all Borrowers' reserves, as described in Sections 5501.2 and 5501.3.
244	Total Mortgaged Properties Count		Enter the total number of financed one- to four-unit properties that any of the Borrowers own and/or are obligated on. Do not include commercial properties or timeshares. The subject property is included in the property count.
292	Total Monthly Proposed Housing Expense Amount		Enter the sum of the monthly charges on the Borrowers' Primary Residences as described in Section 5401.1 for all Borrowers. Round to the nearest dollar.
290	Total Liabilities Monthly Payment Amount		Enter the monthly debt payment as defined in Section 5401.2. Round to the nearest dollar.
→→Delivered LTV Values			
254	Base LTV Ratio Percent		If there is no financed mortgage insurance, "Base LTV Ratio Percent" equals "LTV Ratio Percent." See Section 4701.2(a).
255	LTV Ratio Percent		Calculate "LTV Ratio Percent" by using the original UPB amount (including "MI Premium Financed Amount," if applicable) and the value, as determined in Section 4203.1.
LOAN – Current			
352	Loan Role Type[1, 2]	Subject Loan	
405	Loan State Date[1]		Enter the date the data is retrieved from the lender's

Loan Data Required for All Mortgages			
Sort ID	**ULDD Data Point**	**Valid Value**	**Notes**
			delivery system.
406	Loan State Type[1, 2]	Current	
→Product Information			
→→Modification Details			
397	Mortgage Modification Indicator	▪ false ▪ true	Enter "false" unless the Mortgage is a Seller-Owned Modified Mortgage or a Construction Conversion or Renovation Mortgage with Modification Documentation.
→→Product Details			
401	MERS MIN Identifier		Enter if the Mortgage is registered with MERS®.
402	Seller Loan Identifier[2]		Enter the seller loan identifier, and not the Freddie Mac loan number.
378	Investor Ownership Percent	100	Value must always be "100."
→Payment Information →Payment Details			
385	Loan Acquisition Scheduled UPB Amount		Enter value as required in Sections 6302.2, 6302.3 and 6302.4.
440	Last Paid Installment Due Date		Enter value as required in Sections 6302.2, 6302.3 and 6302.4. The related Glossary term is DDLPI.
442	UPB Amount[3] (In the Selling System, this appears as "Current UPB Amount.")		Enter the actual balance of the Mortgage as of the last paid installment.
452	Delinquent Payments Over Past Twelve Months Count		The related Glossary term is Delinquency.
TOTAL LOANS			
→ Additional LTV Details → Delivered LTV Values			
91	Combined LTV Ratio Percent		Enter the total loan-to-value (TLTV) ratio calculated in accordance with Section 4203.2.

Loan Data Required for All Mortgages			
Sort ID	**ULDD Data Point**	**Valid Value**	**Notes**
PARTY			
→ Party Information → Loan Originator Details			
628	Party Role Type[1]	Loan Origination Company	
627	Party Role Identifier (In the Selling System, this appears as "Loan Originator Identifier.")		Enter the loan origination company's unique identifier as assigned by the Nationwide Mortgage Licensing System (NMLS) and Registry.
637	Party Role Type[1]	Loan Originator	
634	Party Role Identifier (In the Selling System, this appears as "Loan Originator Identifier.")		Either: ■ Enter the loan officer's unique identifier as assigned by the Nationwide Mortgage Licensing System and Registry; or ■ If a loan officer is exempt from obtaining or is not required to obtain a loan originator identifier through the NMLS, enter "1000"
635	Loan Originator Type	▪ Broker ▪ Correspondent ▪ Lender	See Glossary terms for Mortgage Broker and Correspondent and select applicable value. For Retail Mortgages, select "Lender."
PARTY			
→ Party Information → Note Pay To Details			
641.2	Party Role Type[1]	Note Pay To	Enter "Note Pay To" to indicate that the associated information applies to the funder of the applicable Mortgage; this is the "Lender" as designated on the Note.
641.1	Full Name		Enter the name of the funder of the applicable Mortgage; this is the "Lender" as designated on the Note.

[1] This data point name does not appear as a Selling System input field, but instead is reflected in a screen heading or tab.

[2] This data point must be populated to save the file in the Selling System.

[3] The UPB amount on the loan is the actual balance of the Mortgage as of the last paid installment.

See Section 6302.10 for Loan Prospector® Mortgages and Section 6302.11 for Non-Loan Prospector Mortgages.

6302.6: Loan data required for fixed-rate Mortgages (03/02/16)

(a) General requirements

Refer to Exhibit 17S, Available Mortgage Products, for more information about eligibility requirements for fixed-rate Mortgages sold under fixed-rate Cash, the fixed-rate Guarantor program or the MultiLender Swap program.

(b) Data delivery instructions

For conventional fixed-rate Mortgages, the Seller must deliver the following ULDD Data Point:

Loan Data Required for All Fixed-Rate Mortgages			
Sort ID	**ULDD Data Point**	**Valid Value**	**Notes**
LOAN – Closing			
→ Product Information →Product Details			
138	*Loan Amortization Type*[1]	*Fixed*	*Enter "Fixed" for a fixed-rate Mortgage.*

[1] This data point must be populated to save the file in the Selling System.

See Section 6302.26(b) for instructions for delivering data for Mortgages sold through the Servicing Released Sales Process under fixed-rate Cash.

(c) Delivery programs

15-, 20- and 30-year fixed-rate Mortgages may be sold only under the following:

- Fixed-rate Cash
- Fixed-rate Guarantor
- MultiLender Swap

(d) Pooling requirements for Gold PCs® and Giant PCs®

Refer to Chapter 6202 for general pooling requirements for fixed-rate Mortgages sold under the fixed-rate Guarantor or MultiLender Swap programs.

6302.7: Loan data required for ARMs (03/02/16)

(a) General requirements

Refer to Chapter 4401 for special eligibility requirements for ARMs.

Refer to Exhibit 17S, Available Mortgage Products, for more information about eligibility requirements for ARM products sold under WAC ARM Cash and the WAC ARM Guarantor program.

(b) Data delivery instructions

For ARMs, the Seller must deliver the following ULDD Data Points:

Loan Data Required for ARMs			
Sort ID	**ULDD Data Point**	**Valid Value**	**Notes**
LOAN – Closing			
→Product Information → Product Details			
138	*Loan Amortization Type*[2]	*Adjustable Rate*	*Enter "Adjustable Rate" for an ARM.*
→Note Information			
→→ Note Details			
321	*Note Rate Percent*		
272	*Scheduled First Payment Due Date*		*Must occur on the first day of the month.*
→→ ARM Details			
236	Initial Fixed Period Effective Months Count		The related Glossary term is Initial Period.
115	First Rate Change Payment Effective Date		Must occur on the first day of the month following each Interest Change Date. The related Glossary term is Payment Change Date.

Loan Data Required for ARMs			
Sort ID	**ULDD Data Point**	**Valid Value**	**Notes**
110	Index Source Type	▪ LIBOR One Year WSJ Daily ▪ Six Month LIBOR_WSJ Daily ▪ Weekly Five Year Treasury Securities Constant Maturity FRBH15 ▪ Weekly One Year Treasury Securities Constant Maturity FRBH15 ▪ Weekly Three Year Treasury Securities Constant Maturity FRBH15	
312	Disclosed Index Rate Percent		Enter the value of the index (Sort ID 110 – "Index Source Type") used to generate either the final Truth-in-Lending statement or the Closing Disclosure. Enter the value of the index used to calculate the initial Note Rate for an ARM (not taking into account any discounts or premiums). This is the value of index in effect the day the disclosure to the Borrower was prepared.
113	Interest And Payment Adjustment Index Lead Days Count	45	Enter the number of days preceding the "Per Change Rate Adjustment Effective Date" (Interest Change Date). The related Glossary term is Lookback Period.
119	Margin Rate Percent		The related Glossary term is Margin.
114	Ceiling Rate Percent		Enter the sum of the Note Rate at origination plus the Life Cap. The related Glossary

Loan Data Required for ARMs			
Sort ID	**ULDD Data Point**	**Valid Value**	**Notes**
			term is Lifetime Ceiling.
116	Floor Rate Percent		If the ARM has no Lifetime Floor, this ULDD Data Point must not be provided; do not enter the Margin value. The related Glossary term is Lifetime Floor.
118	Interest Rate Rounding Type	Nearest	Enter if interest rate rounding is specified in the Note.
117	Interest Rate Rounding Percent	0.125	The value for interest rate rounding is "0.125."
→→→ First Adjustment			
120	Adjustment Rule Type[1]	First	Use to describe the initial adjustment structure and caps.
124	Per Change Rate Adjustment Frequency Months Count		Enter the number of months between the initial rate adjustment and the second rate adjustment.
123	Per Change Rate Adjustment Effective Date (In the Selling System, this appears as "First Rate Adjustment Effective Date.")		The related Glossary term is Initial Interest Change Date.
122	Per Change Maximum Increase Rate Percent		Enter the Initial Cap.
121	Per Change Maximum Decrease Rate Percent		Enter the Initial Cap if it exists.
→ →→Subsequent Adjustment			
120	Adjustment Rule Type[1]	Subsequent	Use to identify the periodic adjustment structure and caps.
124	Per Change Rate Adjustment Frequency Months Count		Enter the number of months between the second rate adjustment and the third rate adjustment.

Loan Data Required for ARMs			
Sort ID	**ULDD Data Point**	**Valid Value**	**Notes**
123	Per Change Rate Adjustment Effective Date (In the Selling System, this appears as "Subsequent Rate Adjustment Effective Date.")		Enter the second (first periodic) Interest Change Date.
122	Per Change Maximum Increase Rate Percent		Enter the Periodic Cap.
121	Per Change Maximum Decrease Rate Percent		Enter the Periodic Cap if it exists.
LOAN – Current			
→ Payment Information			
→→ ARM Details			
355	Next Rate Adjustment Effective Date		Enter the next Interest Change Date occurring after the Mortgage is delivered to Freddie Mac. The related Glossary term is Interest Change Date.
436	Principal And Interest Payment Amount		Enter the value as of the Funding Date.
395	Current Interest Rate Percent		Enter the value as of the Funding Date.

[1] This data point name does not appear as a Selling System input field, but instead is reflected in a screen heading or tab.

[2] This data point must be populated to save the file in the Selling System.

(c) Delivery programs

ARMs may be sold only under the following:

- WAC ARM Cash
- WAC ARM Guarantor

(d) Additional requirements for WAC ARM Guarantor Contracts

Refer to Sections 6201.1(b) and 6204.1 for eligible ARM products that may be sold under the WAC ARM Guarantor program. Refer to Chapter 6201 for specific requirements for selling ARMs under the WAC ARM Guarantor program.

(e) Pooling requirements for WAC ARM PCs

Refer to Chapter 6202 for pooling requirements for ARMs under the WAC ARM Guarantor program.

6302.8: Property data required for all Mortgages (03/02/16)

(a) Property data for all Mortgages

To describe the Mortgaged Premises that secure Mortgages sold to Freddie Mac, the Seller must deliver the following ULDD Data Points:

Property Data Required for All Mortgages			
Sort ID	**ULDD Data Point**	**Valid Value**	**Notes**
PROPERTY			
→ Property Information			
→→Subject Property Address			
10	Address Line Text (In the Selling System, this appears as "Street Address.")		Enter the complete street address for the property.
14	City Name		
18	State Code[1]		Enter the state abbreviation maintained by the United States Postal Service (USPS). Refer to USPS (Publication 28 – Postal Addressing Standards) for guidance about state codes.
16	Postal Code[1]		
→→Property Details			
63/64	Property Estate Type/ Property Estate Type Other Description (In the Selling System, this appears as "Property Estate Type.")	▪ Fee Simple ▪ Leasehold ▪ Other Life Estate	
69	Property Usage Type	▪ Investment ▪ Primary Residence	

Property Data Required for All Mortgages			
Sort ID	**ULDD Data Point**	**Valid Value**	**Notes**
		▪ Second Home	
50	Attachment Type	▪ Attached ▪ Detached ▪ Semi Detached	Used to describe an individual dwelling. Enter "Attached" if the dwelling unit has a common wall or other direct physical connection with another dwelling unit, and the appraisal or other property valuation method does not indicate "Semi Detached." Enter "Detached" if the dwelling unit has no common wall nor any other direct physical connection with another dwelling unit. Enter "Semi Detached" if the dwelling unit is an end unit or one of a pair of houses built side-by-side sharing a common wall, such as a duplex.
67	Property Structure Built Year		Enter "9999" if Home Value Explorer® (HVE®) was used to value the subject property.
57	Financed Unit Count[1]	▪ 1 ▪ 2 ▪ 3 ▪ 4	
24	Special Flood Hazard Area Indicator	▪ false ▪ true	Enter "true" if the flood zone designated on Federal Emergency Management Agency (FEMA) Standard Flood Hazard Determination Form contains the letter "A" or "V" and the property has no applicable FEMA Letter of Map Revision (LOMR), FEMA Letter of Determination Review (LODR) or FEMA Letter of Map Amendment (LOMA).
77	Bedroom Count		For two-to four-unit properties, enter the number of bedrooms for each dwelling unit, including both above and below-grade bedrooms.

Property Data Required for All Mortgages			
Sort ID	**ULDD Data Point**	**Valid Value**	**Notes**
			Enter "0" if the unit is a studio/efficiency. Leave blank if HVE was used to value the subject property.
78	Property Dwelling Unit Eligible Rent Amount		For two-to four-unit properties, enter the gross monthly rental income for each non-owner occupied dwelling unit as indicated on the signed lease(s) for the Mortgaged Premises. If there is no active lease for a unit, or the Borrower rents the unit to a family member, enter the gross monthly rental income as estimated on the applicable appraisal report or addenda.
65	Property Flood Insurance Indicator	▪ false ▪ true	Enter "true" if there is flood insurance coverage.
49	PUD Indicator	▪ false ▪ true	Enter "true" if the Mortgaged Premises is located in a Planned Unit Development (PUD). The related Glossary term is Planned Unit Development (PUD).
→→Appraisal/Valuation Property Details			
89/90	Property Valuation Method Type/Property Valuation Method Type Other Description (In the Selling System, this appears as "Property Valuation Method Type.")	Automated Valuation Model ▪ Drive By ▪ Full Appraisal ▪ None ▪ Other - Field Review ▪ Prior Appraisal Used	Enter the Property Valuation Method Type for the method that yielded the value used to calculate the loan-to-value (LTV) ratio for the delivered loan. Enter "Automated Valuation Model" for Home Value Explorer (HVE). Enter "Drive By" for exterior-only appraisals. Enter "Full Appraisal" or "Prior Appraisal Used," as applicable. Enter "None" if applicable. Enter

Property Data Required for All Mortgages			
Sort ID	**ULDD Data Point**	**Valid Value**	**Notes**
			"Other" if a field review was used to value the subject property.
85	Property Valuation Form Type	▪ Appraisal Update and/or Completion Report ▪ Exterior Only Inspection Individual Condominium Unit Appraisal Report ▪ Exterior Only Inspection Residential Appraisal Report ▪ Individual Condominium Unit Appraisal Report ▪ Manufactured Home Appraisal Report ▪ One Unit Residential Appraisal Field Review Report ▪ Small Residential Income Property Appraisal Report ▪ Two To Four Unit Residential Appraisal ▪ Uniform Residential Appraisal Report	Enter the name of the property valuation form used to provide the property value upon which the loan underwriting decision was based, according to Section 5601.5. The form numbers for the valid values are: ▪ FRE 70/FNM 1004 – Uniform Residential Appraisal Report ▪ FRE 70B/FNM 1004C – Manufactured Home Appraisal Report ▪ FRE 72/FNM 1025 – Small Residential Income Property Appraisal Report ▪ FRE 442/FNM 1004D – Appraisal Update and/or Completion Report ▪ FRE 465/ FNM 1073 – Individual Condominium Unit Appraisal Report ▪ FRE 466/FNM 1075 – Exterior Only Inspection Individual Condominium Unit Appraisal Report ▪ FRE 1032/ FNM 2000 – One Unit Residential Appraisal Field Review Report ▪ FRE 1072/FNM 2000A – Two To Four Unit Residential Appraisal Field Review Report ▪ FRE 2055/FNM 2055 – Exterior Only Inspection Residential Appraisal Report
83	Property Valuation Amount		Enter the value that was used to calculate the LTV ratio for the delivered loan. This is: ❑ The appraised value if used ❑ The value supported by Home

Property Data Required for All Mortgages			
Sort ID	**ULDD Data Point**	**Valid Value**	**Notes**
			Value Explorer (HVE) if used ❑ The purchase price if used
84	Property Valuation Effective Date		For Mortgages with appraisals, enter the effective date of the most recent appraisal. For Mortgages using any other property valuation type, enter the effective date on the most recent inspection, LP Feedback Certificate or estimate.
→→Construction Details			
51	Construction Method Type	▪ Manufactured ▪ Site Built	Enter "Manufactured" for Manufactured Homes. Enter "Site Built" for homes built on site and modular homes, panelized housing, or other types of factory built housing.

[1] This data point must be populated to save the file in the Selling System.

See Section 6302.20 for the data requirements for Condominium Unit Mortgages, Section 6302.23 for energy conservation Mortgages, Section 6302.25 for Mortgages secured by Manufactured Homes, and Section 6302.28 for Construction Conversion and Renovation Mortgages.

(b) Data for Investment Property Mortgages

For all Investment Property Mortgages for which an appraisal was performed, the Seller must deliver the following ULDD Data Points:

Data Required for Investment Property Mortgages			
Sort ID	**ULDD Data Point Name**	**Valid Value**	**Notes**
PROPERTY			
→ Property Information → Property Details			
69	*Property Usage Type*	*Investment*	
77	Bedroom Count		*Enter the number of bedrooms for each dwelling unit.* For one-unit properties, include only above-grade bedrooms. For two- to four-unit properties, include both above and below-grade bedrooms. *Enter "0" if the unit is a studio/efficiency.* *Leave blank if HVE was used to value the subject property.*
78	*Property Dwelling Unit Eligible Rent Amount*		*Enter the gross monthly rental income for each unit as indicated on the signed lease(s) for the Mortgaged Premises.* *If there is no active lease for a unit, or the Borrower rents the unit to a family member, enter the gross monthly rental income as estimated on the applicable appraisal report or addenda.*

(c) Data required when an appraisal is obtained in connection with valuing the Mortgaged Premises

When an appraisal is used to value the Mortgaged Premises, the Seller must deliver the following ULDD Data Points:

Data Required when an Appraisal was used to Value the Subject Property			
Sort ID	**ULDD Data Point**	**Valid Value**	**Notes**
PROPERTY			
→ Property Information → Appraisal Details			
89	*Property Valuation Method*	▪ *Drive By*	*Enter "Drive By" for exterior-*

Data Required when an Appraisal was used to Value the Subject Property			
Sort ID	**ULDD Data Point**	**Valid Value**	**Notes**
	Type	▪ *Full Appraisal*	*only appraisals.* *Enter "Full Appraisal" as applicable.*
82	Appraisal Identifier		For conventional Mortgages only, enter the "Document File Identifier" assigned to the appraisal by the Uniform Collateral Data Portal® (UCDP®). The Document File Identifier assigned by the UCDP must be entered even if the appraisal value used to calculate the LTV ratio was determined using a subsequent appraisal review on a form not required to be submitted to the UCDP.
PARTY			
→ Party Information → Appraiser Details			
528	Party Role Type[1]	Appraiser	
525	Appraiser License Identifier		Enter the state license number of the appraiser who completed the final estimate of value. ■ When the appraiser is a trainee and: ❑ Has a license identifier, deliver the trainee's license identifier ❑ Does not have a license identifier, deliver the word "trainee" ■ When the appraiser is not a trainee and there is no supervisory appraiser, deliver the Appraiser License Identifier

[1] This data point name does not appear as a Selling System input field, but instead is reflected in a screen heading or tab.

(d) Data if appraisal is signed by supervisor

When the appraisal is signed by the appraiser's supervisor, the Seller must deliver the following ULDD Data Points:

Data Required when the Appraisal was Signed by a Supervisor			
Sort ID	**ULDD Data Point**	**Valid Value**	**Notes**
PARTY			
→ Party Information → Appraiser Details			
537	Party Role Type[1]	Appraiser Supervisor	
534	Appraiser License Identifier (In the Selling System, this appears as "Appraiser Supervisor Identifier.")		Enter the state license number of the supervisor who signed the appraisal. ■ When Sort ID 528, Party Role Type "Appraiser," is a trainee, always deliver the Appraiser Supervisor Identifier, whether or not the appraiser supervisor signed the appraisal AND whether or not the appraiser trainee has a license identifier ■ When the appraiser is not a trainee and there is no supervisory appraiser, leave the field blank (do not make any entry such as N/A or none)

1 This data point name does not appear as a Selling System input field, but instead is reflected in a screen heading or tab.

6302.9: Data required for all Borrowers (03/02/16)

(a) Data for all Borrowers

(i) General Borrower information

For each Borrower (up to a total of five) on every Mortgage sold to Freddie Mac, the Seller must deliver the following ULDD Data Points:

Data Required for All Borrowers			
Sort ID	**ULDD Data Point**	**Valid Value**	**Notes**
BORROWER			
→Borrower Information			
→→Borrower Details			
611	Party Role Type[1,2]	Borrower	

Data Required for All Borrowers			
Sort ID	**ULDD Data Point**	**Valid Value**	**Notes**
571	Borrower Classification Type[4]	▪ Primary ▪ Secondary	Enter "Primary" if there is one Borrower. If there is more than one Borrower, enter "Primary" for one Borrower and "Secondary" for up to 4 additional Borrowers.
613	Taxpayer Identifier Type	▪ Employer Identification Number ▪ Individual Taxpayer Identification Number ▪ Social Security Number	Enter "Individual Taxpayer Identification Number" or "Social Security Number" for individual Borrowers Enter "Employer Identification Number" for non-individual Borrowers unless the Borrower is a Living Trust as defined in the Glossary. If the Borrower is a Living Trust, enter either "Individual Taxpayer Identification Number" or "Social Security Number" of the Underwritten Settlor as defined in the Glossary.
614	Taxpayer Identifier Value		
→→Borrower Data Required for Government Reporting			
608	Gender Type	▪ Female ▪ Information Not Provided Unknown ▪ Male ▪ Not Applicable	Enter "Not Applicable" for non-individual Borrowers unless the Borrower is a Living Trust. If the Borrower is a Living Trust, enter the gender of the Underwritten Settlor
609	HMDA Ethnicity Type	▪ Hispanic Or Latino ▪ Information Not Provided By Applicant In Mail Internet Or Telephone Application	Enter "Not Applicable" for non-individual Borrowers unless the Borrower is a Living Trust. If the Borrower is a Living Trust, enter the ethnicity of

Data Required for All Borrowers			
Sort ID	**ULDD Data Point**	**Valid Value**	**Notes**
		▪ Not Applicable ▪ Not Hispanic Or Latino	the Underwritten Settlor
610	HMDA Race Type	▪ American Indian Or Alaska Native ▪ Asian ▪ Black Or African American ▪ Information Not Provided By Applicant In Mail Internet Or Telephone Application ▪ Native Hawaiian Or Other Pacific Islander ▪ Not Applicable ▪ White	Enter "Not Applicable" for non-individual Borrowers unless the Borrower is a Living Trust. If the Borrower is a Living Trust, enter the race of the Underwritten Settlor

[1] This data point name does not appear as a Selling System input field, but instead is reflected in a screen heading or tab.

[2] This data point must be populated for the Primary Borrower in order to save the file in the Selling System.

(ii) Primary Borrower mailing information

With respect to the mailing address of the primary Borrower or Underwritten Settlor, as applicable, the Seller must deliver the following ULDD Data Points:

Data Required for Primary Borrower's Mailing Address			
Sort ID	**ULDD Data Point**	**Valid Value**	**Notes**
BORROWER			
→Borrower Information			
→→ Borrower Details			
571	*Borrower Classification Type*[1]	*Primary*	
→→Borrower Mailing Address (Borrower *1*) (*Primary Borrower*)			
572	Borrower Mail To Address Same As Property Indicator	▪ false ▪ true	Enter "true" if the mailing address of the primary Borrower or Underwritten Settlor, as applicable, is the same as the Mortgaged

Data Required for Primary Borrower's Mailing Address			
Sort ID	**ULDD Data Point**	**Valid Value**	**Notes**
			Premises.
548	Address Line Text (In the Selling System, this appears as "Street Address.")		If the mailing address is the same as the Mortgaged Premises, leave this data point blank; otherwise, enter the complete mailing street address. If the mailing address is outside of the United States or Canada, include the "state" if applicable, after the street address.
554	City Name		
560	State Code		Enter the `state abbreviation` maintained by the United States Postal Service (USPS). Refer to USPS (Publication 28 – Postal Addressing Standards) for guidance about state codes.
557	Postal Code		
555	Country Code		Enter two-character codes from the International Organization for Standardization (ISO) 3166-1-alpha-2 code list at **http://www.iso.org/iso/country_codes/iso_3166_code_lists/country_names_and_code_elements.htm**
549	Address Type	Mailing	

[1] This data point must be populated to save the file in the Selling System.

(b) Data for individual Borrowers and Underwritten Settlors

In addition to the data set forth in Section 6302.9(a), the Seller must deliver the following ULDD Data Points for each individual Borrower and, as applicable, Underwritten Settlor:

Data Required for All Individual Borrowers and Underwritten Settlors

Sort ID	ULDD Data Point	Valid Value	Notes
BORROWER			
→Borrower Information – Borrower			
→→ Borrower Details			
540	First Name[1]		Not required for Underwritten Settlor.
542	Middle Name		Enter if exists for individual Borrower; not required for Underwritten Settlor.
541	Last Name[1]		Not required for Underwritten Settlor.
543	Suffix Name		Enter if exists for individual Borrower; not required for Underwritten Settlor.
598	Citizenship Residency Type	▪ Permanent Resident Alien ▪ Nonpermanent Resident Alien ▪ US Citizen	
600	Employment Borrower Self Employed Indicator	▪ false ▪ true	Enter "true" if the Borrower or Underwritten Settlor, as applicable, is considered to be self-employed according to Section 5301.1.
→→→ First Time Homebuyer Details			
597	Borrower First Time Homebuyer Indicator	▪ false ▪ true	Enter "true" if any Borrower or Underwritten Settlor, as applicable, on the Mortgage is a First-Time Homebuyer as defined in the Glossary. Borrower data must be delivered for each First-Time Homebuyer.
→ →Borrower Data Required for Government Reporting			
567	Borrower Age At Application Years Count		
568	Borrower Birth Date		
→ →Borrower Underwriting Details			
573	Borrower Qualifying Income Amount		Enter the stable monthly income, as defined in Section 5301.1 for each qualifying Borrower or Underwritten Settlor, as

Data Required for All Individual Borrowers and Underwritten Settlors			
Sort ID	**ULDD Data Point**	**Valid Value**	**Notes**
			applicable.
596	Bankruptcy Indicator	▪ false ▪ true	Enter "true" if the Uniform Residential Loan Application (URLA), credit report, or other loan documents indicate that the Borrower or Underwritten Settlor, as applicable, has declared bankruptcy within the past 7 years.
599	Loan Foreclosure Or Judgment Indicator	▪ false ▪ true	Enter "true" if the Uniform Residential Loan Application (URLA), credit report, or other loan documents indicate the Borrower or Underwritten Settlor, as applicable, has been directly or indirectly obligated on a loan that resulted in foreclosure, transfer of title in lieu of foreclosure, or judgment.
→→→Borrower Credit Score			
590	Credit Score Value		Enter the FICO® score that is selected as the Underwriting Score for each qualifying Borrower or each Underwritten Settlor, as applicable, if such FICO score exists. The related Glossary term is Underwriting Score.
580	Credit Report Identifier		Enter the associated credit reference number if a merged credit report was used to underwrite the Borrower.
582	Credit Repository Source Indicator	▪ false ▪ true	Enter "true" if a single credit repository (Equifax, Experian, or TransUnion) or a merged credit report (Merged Data) was the source for the Borrower's credit score.

Data Required for All Individual Borrowers and Underwritten Settlors			
Sort ID	**ULDD Data Point**	**Valid Value**	**Notes**
583	Credit Repository Source Type	▪ Equifax ▪ Experian ▪ Merged Data ▪ TransUnion	
591.1	Credit Score Provider Name		If a merged credit report was used to underwrite the Borrower: Enter "1000" for CBCInnovis, Inc. Enter "5000" for Equifax Mortgage Solutions. Enter "5nnn" for Technical Affiliates of Equifax Mortgage Solutions, where "nnn" is the 3-digit Technical Affiliate Code. See **http://www.loanprospector.com/about/crc.html** for current Technical Affiliate Codes. Enter "6000" for Kroll Factual Data Enter "8000" for CREDCO / Credstar / CBA Enter "B000" for LandSafe

[1] This data point must be populated for the Primary Borrower in order to save the file in the Selling System.

(c) Data for non-individual Borrowers

(i) Borrower is a Living Trust

If one or more Borrowers on a loan is a Living Trust, the Seller must deliver the following ULDD data points for each Borrower that is a Living Trust. The Seller must identify the Borrower as a "Living Trust," and complete the personal information fields based on the personal data of the Underwritten Settlor(s) of the trust. See Section 5103.5 for requirements regarding Mortgages with respect to which the Borrower is a Living Trust.

(ii) Borrower is a Native American tribe or tribal organization

Delivery instructions for Mortgages with special characteristics may supplement or supersede instructions that have general applicability, so that, for example, the general information about a Borrower described in this Section 6302.9(c) is modified if the Borrower is a Native American tribe or tribal organization as described in Section 6302.13(b)(iii). If this is the case, the applicable ULDD Data Point is re-listed with the appropriate valid value shown in italics.

(iii) Data for non-individual Borrowers

If the Borrower is an eligible legal entity (non-individual Borrower), the Seller must deliver the following ULDD Data Points for each Borrower:

Data Required for All Non-Individual Borrowers			
Sort ID	**ULDD Data Point**	**Valid Value**	**Notes**
BORROWER			
→Borrower Information			
→→Borrower Details			
545/546	Legal Entity Type/Legal Entity Type Other Description (In the Selling System, this appears as "Non-Individual Borrower Type.")	▪ Other – Living Trust ▪ Other – Native American Tribe Or Tribal Organization	
544	Full Name[1] (In the Selling System, this appears as "Non-Individual Borrower Name.")		Enter the complete, unparsed name of the non-individual title holder of the Mortgaged Premises, unless the Borrower is a Living Trust. If the Borrower is a Living Trust, indicate the complete unparsed name of the Underwritten Settlor. For example, "John W. Johnson"

[1] This data point must be populated for the Primary Borrower in order to save the file in the Selling System.

6302.10: Loan Prospector® Mortgage underwriting data delivery requirements (03/02/16)

(a) General requirements

For each Loan Prospector Mortgage delivered to Freddie Mac, the Seller is required to include the Key Number. A Mortgage delivered without a Key Number will be considered a Non-Loan Prospector Mortgage.

Refer to Section 5101 for additional information on Loan Prospector Mortgages.

(b) Data for Loan Prospector Mortgages

If the Mortgage is an Loan Prospector Mortgage, the Seller must deliver the following ULDD Data Points:

Loan Prospector Mortgage Underwriting Data Requirements			
Sort ID	**ULDD Data Point**	**Valid Value**	**Notes**
LOAN – Closing			
→ Underwriting / Credit Information → Underwriting Details			
328	*Loan Manual Underwriting Indicator*	▪ *false* ▪ *true*	*Enter "false" if the loan underwriting decision is not based on manual underwriting and is based on the recommendation of Loan Prospector.* *Enter "true" if the LP Risk Class is Caution and the loan was manually underwritten prior to delivery.*
326	Automated Underwriting System Type	Loan Prospector	For Loan Prospector Mortgages, enter "Loan Prospector."
325	Automated Underwriting Recommendation Description	▪ Accept ▪ Caution ▪ Caution Eligible For A Minus	Enter the applicable Risk Class/Classification for Loan Prospector Mortgages.
322	Automated Underwriting Case Identifier		Enter the Loan Prospector Key Number.
LOAN – Current			
→ Product Information → Product Details			
→→Modification Details			
397	*Mortgage Modification Indicator*	*false*	

6302.11: Non-Loan Prospector® Mortgage data delivery requirements (03/02/16)

(a) General requirements

The Seller must not deliver any Key Number for Non-Loan Prospector Mortgages.

(b) Data for Non-Loan Prospector Mortgages

For Non- Loan Prospector Mortgages, the Seller must deliver the following ULDD Data Points:

Non-Loan Prospector Mortgage Underwriting Data Requirements			
Sort ID	**ULDD Data Point**	**Valid Value**	**Notes**
LOAN – Closing			
→ Underwriting / Credit Information → Loan Level Credit Details			
328	*Loan Manual Underwriting Indicator*	*true*	*Enter "true" if the loan underwriting decision is based on manual underwriting.*
251	Loan Level Credit Score Value		Enter if the Indicator Score exists. The related Glossary term is Indicator Score.
249	Loan Level Credit Score Selection Method Type	▪ Average Then Average ▪ Middle Or Lower Then Average ▪ Middle Or Lower Then Lowest	Enter if the Indicator Score exists.
247	Credit Score Impairment Type	▪ Insufficient Credit History ▪ Significant Errors Score	Enter if the Indicator Score does not exist or is not usable.

6302.12: Special delivery requirements for FHA/VA Mortgages (03/02/16)

(a) General requirements

See Section 4205.4 for special eligibility requirements for FHA/VA Mortgages.

See Exhibit 17S, Available Mortgage Products, for more information about eligibility requirements for fixed-rate FHA/VA Mortgages.

(b) Data delivery instructions

For FHA/VA Mortgages, the Seller must not deliver mortgage insurance ULDD Data Points.

(i) FHA Mortgages

For FHA Mortgages, the Seller must deliver the following ULDD Data Points:

Data Required for FHA Mortgages			
Sort ID	**ULDD Data Point**	**Valid Value**	**Notes**
LOAN – Closing			
→ Product Information → Product Details			

Data Required for FHA Mortgages			
Sort ID	**ULDD Data Point**	**Valid Value**	**Notes**
LOAN – Closing			
→ Product Information → Product Details			
317	*Mortgage Type*	*FHA*	*Enter this value for FHA Mortgages.*
198	Section Of Act Type	▪ 203B ▪ 234C	Enter "234C" for condominiums and "203B" for all other FHA Mortgages.

(ii) VA Mortgages

For VA Mortgages, the Seller must deliver the following ULDD Data Point:

Data Required for VA Mortgages			
Sort ID	**ULDD Data Point**	**Valid Value**	**Notes**
LOAN – Closing			
→ Product Information → Product Details			
317	*Mortgage Type*	*VA*	*Enter this value for VA Mortgages.*

(c) Delivery programs

FHA/VA Mortgages may be sold only under the following:

- Fixed-rate Cash
- Fixed-rate Guarantor
- MultiLender Swap

(d) Pooling requirements for Gold PCs®

Refer to Chapter 6202 for pooling requirements for FHA/VA Mortgages under the fixed-rate Guarantor or MultiLender Swap programs.

6302.13: Special delivery requirements for Section 184 Native American Mortgages (03/02/16)

(a) General requirements

See Section 4205.3 for special eligibility requirements for Section 184 Native American Mortgages.

See Exhibit 17S, Available Mortgage Products, for more information about eligibility requirements for Section 184 Native American Mortgages.

(b) Data delivery instructions

For Section 184 Native American Mortgages, the Seller must not deliver mortgage insurance ULDD Data Points.

(i) All Section 184 Native American Mortgages

For Section 184 Native American Mortgages with no special characteristics, the Seller must deliver the following ULDD Data Points:

Loan Data Required for Section 184 Native American Mortgages			
Sort ID	**ULDD Data Point**	**Valid Value**	**Notes**
LOAN – Closing			
→Product Information → Product Details			
317/318	Mortgage Type/Mortgage Type Other Description (In the Selling System, this appears as "Mortgage Type.")	Other – Public And Indian Housing	
198	Section Of Act Type	184	

(ii) Section 184 Native American Mortgages with special characteristics

For Section 184 Native American Mortgages with the indicated property characteristics, the Seller must deliver the following ULDD Data Points:

Loan Data Required for Section 184 Native American Mortgages If Applicable			
Sort ID	**ULDD Data Point**	**Valid Value**	**Notes**
PROPERTY			
→ Property Information → Property Details			
63	*Property Estate Type*	*Leasehold*	*Enter this value if the subject property is located on tribal trust land.*
LOAN – Current			
→ Product Information → Product Details			

Loan Data Required for Section 184 Native American Mortgages If Applicable			
Sort ID	**ULDD Data Point**	**Valid Value**	**Notes**
PROPERTY			
→ Property Information → Property Details			
63	*Property Estate Type*	*Leasehold*	*Enter this value if the subject property is located on tribal trust land.*
368	Investor Feature Identifier	130	Enter this value if the subject property is located on allotted land.

(iii) Borrower is a tribe or tribal organization

If the Borrower is a Native American tribe or tribal organization, the Seller must not deliver First-Time Homebuyer or Co-Borrower ULDD Data Points.

If the Borrower is a Native American tribe or tribal organization, the Seller must deliver the following ULDD Data Points:

Data Required for Native American Tribe or Tribal Organization			
Sort ID	**ULDD Data Point**	**Valid Value**	**Notes**
PROPERTY			
→ Property Information → Property Details			
69	*Property Usage Type*	*Investment*	
LOAN – Closing			
→Origination Information → Origination Details			
227	*Borrower Count*	*1*	*Do not provide information about secondary Borrower(s).*
BORROWER			
→Borrower Information – Borrower *1* (*Primary Borrower*)			
→ →Borrower Details (Borrower *1*)			
571	*Borrower Classification Type*[1]	*Primary*	*Enter "Primary" when there is one Borrower.*
545/546	*Legal Entity Type /Legal Entity Type Other Description* *(In the Selling System, this appears as "Non-Individual Borrower Type.")*	*Other - Native American Tribe Or Tribal Organization*	*Enter this value when a Native American tribe or tribal organization is the non-individual title holder of the Mortgaged Premises.*

Data Required for Native American Tribe or Tribal Organization			
Sort ID	**ULDD Data Point**	**Valid Value**	**Notes**
544	*Full Name*[1] *(In the Selling System, this appears as "Non-Individual Borrower Name.")*		*Enter the name of the Native American tribe or tribal organization.*

[1] This data point must be populated to save the file in the Selling System.

(c) Delivery programs

Section 184 Native American Mortgages may be sold only under the following:

- Fixed-rate Cash
- Fixed-rate Guarantor
- MultiLender Swap

(d) Pooling requirements for Gold PCs®

Refer to Section 6202.3 for special pooling requirements for Section 184 Native American Mortgages under the fixed-rate Guarantor or MultiLender Swap programs.

6302.14: Special delivery requirements for Home Possible® Mortgages (03/02/16)

(a) General requirements

See Chapter 4501 for special eligibility requirements for Home Possible Mortgages.

See Section 4501.5 for requirements for Home Possible Mortgages with temporary subsidy buydowns.

See Section 4205.2 for special eligibility requirements for Home Possible Mortgages with RHS Leveraged Seconds.

See Exhibit 17S, Available Mortgage Products, for more information about eligibility requirements for Home Possible Mortgages.

(b) Data delivery instructions

(i) All Home Possible Mortgages

For Home Possible Mortgages, the Seller must deliver the following ULDD Data Points:

Data Required for Home Possible Mortgages			
Sort ID	**ULDD Data Point**	**Valid Value**	**Notes**
LOAN – Closing			
→Product Information → Product Details			
238	*Loan Affordable Indicator*	*true*	*Enter "true" for Home Possible Mortgages.*
→Origination Information			
→→ Funds Needed to Close Details			
172	*Down Payment Amount*		The down payment amount is the difference between the purchase price and the original unpaid principal balance (UPB) of the Mortgage (excluding any financed mortgage insurance premium amounts). This amount does not include Prepaids/Escrows. Enter down payment ULDD Data Points as follows: 1. Sort all down payment amounts by "Down Payment Source Type" (source) and "Down Payment Type" (type) combinations. 2. Sum together amounts from like source – type pairs. 3. After summing: a. If there are 4 or fewer source - type pairs, enter the values for each "Down Payment Amount" (amount),
173/174	Down Payment Source Type/ Down Payment Source Type Other Description (In the Selling System, this appears as "Down Payment Source Type.")	▪ Borrower ▪ Community Non Profit ▪ Employer ▪ Federal Agency ▪ Local Agency ▪ Relative ▪ Religious Non Profit ▪ State Agency ▪ Other - Aggregated Remaining Source Types ▪ Other - FHLB Affordable Housing Program ▪ Other - USDA Rural Housing	
175/176	Down Payment Type/ Down Payment Type Other Description (In the Selling System, this appears as "Down Payment Type.")	▪ Bridge Loan ▪ Cash On Hand ▪ Checking Savings ▪ Equity On Sold Property ▪ Equity On Subject Property ▪ Gift Funds ▪ Life Insurance Cash Value ▪ Lot Equity ▪ Rent With Option To Purchase	

Data Required for Home Possible Mortgages			
Sort ID	**ULDD Data Point**	**Valid Value**	**Notes**
		▪ Sale of Chattel ▪ Secured Borrowed Funds ▪ Stocks And Bonds ▪ Sweat Equity ▪ Trade Equity ▪ Trust Funds ▪ Unsecured Borrowed Funds ▪ Other Type of Down Payment - Aggregated Remaining Types ▪ Other Type of Down Payment - Secondary Financing Closed End ▪ Other Type of Down Payment - Secondary Financing HELOC	source and type combination. b. If there are more than 4 source - type pairs, use the following prioritization for the first 3 values: ▪ Enter in descending order the amount, source and type for pairs with “Down Payment Source Type” = "Borrower.” ▪ Enter in descending order the amount, source and type for any remaining source – type pairs, up to a total of three. c. Sum the amounts for any remaining source – type pairs and enter this as the fourth value for “Down Payment Amount.” Enter “Other - Aggregated Remaining Source Types” as the fourth “Down Payment Source Type” value. Enter “Other - Aggregated Remaining Types” as the fourth “Down Payment Type” value.

Data Required for Home Possible Mortgages			
Sort ID	**ULDD Data Point**	**Valid Value**	**Notes**
151	Closing Cost Contribution Amount		Closing Costs do not include Prepaids/Escrows. Enter closing cost ULDD Data Points as follows: 1. Sort all closing cost contributions by "Closing Cost Funds Type" (type) and "Closing Cost Source Type" (source). 2. Sum together amounts from like type – source pairs. 3. After summing:

Data Required for Home Possible Mortgages			
Sort ID	**ULDD Data Point**	**Valid Value**	**Notes**
152/153	Closing Cost Funds Type/Closing Cost Funds Type Other Description (In the Selling System, this appears as "Closing Cost Funds Type.")	▪ Bridge Loan ▪ Cash On Hand ▪ Checking Savings ▪ Contribution ▪ Credit Card ▪ Equity On Sold Property ▪ Equity On Subject Property ▪ Gift Funds ▪ Grant ▪ Life Insurance Cash Value ▪ Lot Equity ▪ Premium Funds ▪ Rent With Option To Purchase ▪ Retirement Funds ▪ Sale Of Chattel ▪ Secured Loan ▪ Stocks And Bonds ▪ Sweat Equity ▪ Trade Equity ▪ Trust Funds ▪ Unsecured Borrowed Funds ▪ Other - Aggregated Remaining Types ▪ Other - Secondary Financing Closed End ▪ Other - Secondary Financing HELOC	a. If there are 4 or fewer type – source pairs, enter the values for each "Closing Cost Contribution Amount" (amount), type and source combination. b. If there are more than 4 type – source pairs, use the following prioritization for the first 3 values: ▪ Enter in descending order the amount, type, and source for pairs with "Closing Cost Source Type" = "Borrower." ▪ Enter in descending order the amount, type and source for any remaining pairs, up to a total of three. c. Sum the amounts for any remaining type – source pairs and enter this as the fourth value for "Closing Cost Contribution Amount." Enter "Other-Aggregated Remaining Types" as the fourth "Closing Cost Funds Type" value. Enter "Other-Aggregated Remaining Source Types" as the fourth "Closing Cost Source Type" value.

Data Required for Home Possible Mortgages			
Sort ID	**ULDD Data Point**	**Valid Value**	**Notes**
154/155	Closing Cost Source Type/Closing Cost Source Type Other Description (In the Selling System, this appears as "Closing Cost Source Type.")	▪ Borrower ▪ Community Non Profit ▪ Employer ▪ Federal Agency ▪ Lender ▪ Local Agency ▪ Property Seller ▪ Relative ▪ Religious Non Profit ▪ State Agency ▪ Other – Aggregated Remaining Source Types ▪ Other – FHLB Affordable Housing Program ▪ Other – USDA Rural Housing	
Underwriting / Credit Information→ Underwriting Details			
326	*Automated Underwriting System Type*	*Loan Prospector*	
322	*Automated Underwriting Case Identifier*		*Enter the Loan Prospector® (LP) Key Number for all Home Possible Mortgages, if available.*
LOAN – Current			
→ Product Information → Product Details			
404	Loan Program Identifier	▪ Home Possible Mortgage ▪ Home Possible Advantage	
BORROWER			
→Borrower Information			
→→ Borrower Details			
576/577	Counseling Confirmation Type/ Counseling Confirmation Type Other Description (In the Selling System,	▪ Government Agency ▪ HUD Approved Counseling Agency ▪ Lender Trained Counseling ▪ No Borrower Counseling ▪ Other – Borrower Did	

Data Required for Home Possible Mortgages			
Sort ID	**ULDD Data Point**	**Valid Value**	**Notes**
	this appears as "Counseling Confirmation Type.")	Not Participate ▪ Other – Mortgage Insurance Company ▪ Other – Non Profit Organization	
578/579	Counseling Format Type/ Counseling Format Type Other Description (In the Selling System, this appears as "Counseling Format Type.")	▪ Borrower Education Not Required ▪ Classroom ▪ Home Study ▪ Individual ▪ Other – Borrower Did Not Participate	Enter "Individual" if one-on-one counseling was performed.

(ii) Home Possible Mortgages with special characteristics

For Home Possible Mortgages with the indicated characteristics, the Seller must deliver the following ULDD Data Points in addition to the ULDD Data Points required for Home Possible Mortgages in Section 6302.14 (b)(i):

Data Required for Home Possible Mortgages if Applicable			
Sort ID	**ULDD Data Point**	**Valid Value**	**Notes**
LOAN – Current			
→ Product Information → Product Details			
368	Investor Feature Identifier	140	Enter this value for purchase transaction Mortgages when income used to qualify the Borrower, converted to an annual basis, does not exceed 80% of the applicable area median income.
368	Investor Feature Identifier	532	Enter this value when the Mortgage satisfies the minimum number of payment reference requirement using Noncredit Payment References.

(iii) Home Possible Mortgages with secondary financing including Affordable Seconds®

For delivery requirements for Home Possible Mortgages with secondary financing, including Home Possible Mortgages with Affordable Seconds, see Section 6302.34.

(iv) Home Possible Mortgages with RHS Leveraged Seconds

For Home Possible Mortgages with RHS Leveraged Seconds, the Seller must deliver the following ULDD Data Points in addition to the ULDD Data Points required for Home Possible Mortgages in Section 6302.14(b)(i):

Data Required for Home Possible Mortgages with RHS Leveraged Seconds			
Sort ID	**ULDD Data Point**	**Valid Value**	**Notes**
LOAN – Current			
→ Secondary Financing / Related Loan Details			
517	*Lien Priority Type*	*Second Lien*	
519	*Mortgage Type*	*USDA Rural Housing*	

(c) Delivery programs

Home Possible Mortgages may be sold under the following:

- Cash
- Guarantor
- MultiLender Swap

6302.14: Special delivery requirements for Home Possible® Mortgages (07/01/16)

(a) General requirements

See Chapter 4501 for special eligibility requirements for Home Possible Mortgages.

See Section 4501.5 for requirements for Home Possible Mortgages with temporary subsidy buydowns.

See Section 4205.2 for special eligibility requirements for Home Possible Mortgages with RHS) Leveraged Seconds.

See Exhibit 17S, Available Mortgage Products, for more information about eligibility requirements for Home Possible Mortgages.

(b) Data delivery instructions

(i) All Home Possible Mortgages

For Home Possible Mortgages, the Seller must deliver the following ULDD Data Points:

Data Required for Home Possible Mortgages			
Sort ID	**ULDD Data Point**	**Valid Value**	**Notes**
LOAN – Closing			
→Product Information → Product Details			
238	*Loan Affordable Indicator*	*true*	*Enter "true" for Home Possible Mortgages.*
→Origination Information			
→→ Funds Needed to Close Details			
172	*Down Payment Amount*		The down payment amount is the difference between the purchase price and the original unpaid principal balance (UPB) of the Mortgage (excluding any financed mortgage insurance premium amounts). This amount does not include Prepaids/Escrows. Enter down payment ULDD Data Points as follows: 4. Sort all down payment amounts by "Down Payment Source Type" (source) and "Down Payment Type" (type) combinations. 5. Sum together amounts from like source – type pairs.
173/174	Down Payment Source Type/ Down Payment Source Type Other Description (In the Selling System, this appears as "Down Payment Source Type.")	▪ Borrower ▪ Community Non Profit ▪ Employer ▪ Federal Agency ▪ Local Agency ▪ Relative ▪ Religious Non Profit ▪ State Agency ▪ Other - Aggregated Remaining Source Types ▪ Other - FHLB Affordable Housing Program ▪ Other - USDA Rural Housing	
175/176	Down Payment Type/ Down Payment Type Other Description (In the Selling System, this appears as "Down	▪ Bridge Loan ▪ Cash On Hand ▪ Checking Savings ▪ Equity On Sold Property ▪ Equity On Subject Property	

Data Required for Home Possible Mortgages			
Sort ID	**ULDD Data Point**	**Valid Value**	**Notes**
	Payment Type.”)	▪ Gift Funds ▪ Life Insurance Cash Value ▪ Lot Equity ▪ Rent With Option To Purchase ▪ Sale of Chattel ▪ Secured Borrowed Funds ▪ Stocks And Bonds ▪ Sweat Equity ▪ Trade Equity ▪ Trust Funds ▪ Unsecured Borrowed Funds ▪ Other Type of Down Payment - Aggregated Remaining Types ▪ Other Type of Down Payment - Secondary Financing Closed End ▪ Other Type of Down Payment - Secondary Financing HELOC	6. After summing: a. If there are 4 or fewer source - type pairs, enter the values for each “Down Payment Amount” (amount), source and type combination. b. If there are more than 4 source - type pairs, use the following prioritization for the first 3 values: ▪ Enter in descending order the amount, source and type for pairs with “Down Payment Source Type” = "Borrower.” ▪ Enter in descending order the amount, source and type for any remaining source – type pairs, up to a total of three. c. Sum the amounts for any remaining source – type pairs and enter this as the fourth value for “Down Payment Amount.” Enter “Other - Aggregated Remaining Source Types” as the fourth “Down Payment Source Type” value. Enter “Other - Aggregated Remaining Types” as the fourth “Down Payment Type” value.

Data Required for Home Possible Mortgages			
Sort ID	**ULDD Data Point**	**Valid Value**	**Notes**
151	Closing Cost Contribution Amount		Closing Costs do not include Prepaids/Escrows. Enter closing cost ULDD Data Points as follows: 4. Sort all closing cost contributions by "Closing Cost Funds Type" (type)

Data Required for Home Possible Mortgages			
Sort ID	**ULDD Data Point**	**Valid Value**	**Notes**
152/153	Closing Cost Funds Type/Closing Cost Funds Type Other Description (In the Selling System, this appears as "Closing Cost Funds Type.")	▪ Bridge Loan ▪ Cash On Hand ▪ Checking Savings ▪ Contribution ▪ Credit Card ▪ Equity On Sold Property ▪ Equity On Subject Property ▪ Gift Funds ▪ Grant ▪ Life Insurance Cash Value ▪ Lot Equity ▪ Premium Funds ▪ Rent With Option To Purchase ▪ Retirement Funds ▪ Sale Of Chattel ▪ Secured Loan ▪ Stocks And Bonds ▪ Sweat Equity ▪ Trade Equity ▪ Trust Funds ▪ Unsecured Borrowed Funds ▪ Other - Aggregated Remaining Types ▪ Other - Secondary Financing Closed End ▪ Other - Secondary Financing HELOC	and "Closing Cost Source Type" (source). 5. Sum together amounts from like type – source pairs. 6. After summing: a. If there are 4 or fewer type – source pairs, enter the values for each "Closing Cost Contribution Amount" (amount), type and source combination. b. If there are more than 4 type – source pairs, use the following prioritization for the first 3 values: ▪ Enter in descending order the amount, type, and source for pairs with "Closing Cost Source Type" = "Borrower." ▪ Enter in descending order the amount, type and source for any remaining pairs, up to a total of three. c. Sum the amounts for any remaining type – source pairs and enter this as the fourth value for "Closing Cost Contribution Amount." Enter "Other-Aggregated Remaining Types" as the fourth "Closing Cost Funds

Data Required for Home Possible Mortgages			
Sort ID	**ULDD Data Point**	**Valid Value**	**Notes**
154/155	Closing Cost Source Type/Closing Cost Source Type Other Description (In the Selling System, this appears as "Closing Cost Source Type.")	▪ Borrower ▪ Community Non Profit ▪ Employer ▪ Federal Agency ▪ Lender ▪ Local Agency ▪ Property Seller ▪ Relative ▪ Religious Non Profit ▪ State Agency ▪ Other – Aggregated Remaining Source Types ▪ Other – FHLB Affordable Housing Program ▪ Other – USDA Rural Housing	Type" value. Enter "Other-Aggregated Remaining Source Types" as the fourth "Closing Cost Source Type" value.
Underwriting / Credit Information→ Underwriting Details			
326	*Automated Underwriting System Type*	*Loan Prospector*	
322	*Automated Underwriting Case Identifier*		*Enter the Loan Prospector® (LP) Key Number for all Home Possible Mortgages, if available.*
LOAN – Current			
→ Product Information → Product Details			
404	Loan Program Identifier	▪ Home Possible Mortgage ▪ Home Possible Advantage	
BORROWER			
→Borrower Information			
→→ Borrower Details			
576/577	Counseling Confirmation Type/ Counseling Confirmation Type Other Description (In the Selling System, this appears as "Counseling	▪ Government Agency ▪ HUD Approved Counseling Agency ▪ Lender Trained Counseling ▪ No Borrower Counseling ▪ Other – Borrower Did Not Participate	

Data Required for Home Possible Mortgages			
Sort ID	**ULDD Data Point**	**Valid Value**	**Notes**
	Confirmation Type.”)	▪ Other – Mortgage Insurance Company ▪ Other – Non Profit Organization	
578/579	Counseling Format Type/ Counseling Format Type Other Description (In the Selling System, this appears as “Counseling Format Type.”)	▪ Borrower Education Not Required ▪ Classroom ▪ Home Study ▪ Individual ▪ Other – Borrower Did Not Participate	Enter “Individual” if one-on-one counseling was performed.

(ii) Home Possible Mortgages with special characteristics

For Home Possible Mortgages with the indicated characteristics, the Seller must deliver the following ULDD Data Points in addition to the ULDD Data Points required for Home Possible Mortgages in Section 6302.14 (b)(i):

Data Required for Home Possible Mortgages if Applicable			
Sort ID	**ULDD Data Point**	**Valid Value**	**Notes**
LOAN – Current			
→ Product Information → Product Details			
368	Investor Feature Identifier	140	Enter this value for Mortgages when income used to qualify the Borrower, converted to an annual basis, does not exceed 80% of the applicable area median income or the Mortgaged Premises is located in an Underserved Area.
368	Investor Feature Identifier	532	Enter this value when the Mortgage satisfies the minimum number of payment reference requirement using Noncredit Payment References.

(iii) Home Possible Mortgages with secondary financing including Affordable Seconds®

For delivery requirements for Home Possible Mortgages with secondary financing, including Home Possible Mortgages with Affordable Seconds, see Section 6302.34.

(iv) Home Possible Mortgages with RHS Leveraged Seconds

For Home Possible Mortgages with RHS Leveraged Seconds, the Seller must deliver the following ULDD Data Points in addition to the ULDD Data Points required for Home Possible Mortgages in Section 6302.14(b)(i):

Data Required for Home Possible Mortgages with RHS Leveraged Seconds			
Sort ID	**ULDD Data Point**	**Valid Value**	**Notes**
LOAN – Current			
→ Secondary Financing / Related Loan Details			
517	*Lien Priority Type*	*Second Lien*	
519	*Mortgage Type*	*USDA Rural Housing*	

(c) Delivery programs

Home Possible Mortgages may be sold under the following:

- Cash
- Guarantor
- MultiLender Swap

6302.15: Special delivery requirements for Section 502 GRH Mortgages (03/02/16)

(a) General requirements

See Section 4205.1 for special eligibility requirements for Section 502 GRH Mortgages.

See Exhibit 17S, Available Mortgage Products, for more information about eligibility requirements for fixed-rate Section 502 GRH Mortgages.

(b) Data delivery instructions

For Section 502 GRH Mortgages, the Seller must not deliver mortgage insurance ULDD Data Points.

For Section 502 GRH Mortgages, the Seller must deliver the following ULDD Data Points:

Data Required for Section 502 GRH Mortgages			
Sort ID	**ULDD Data Point**	**Valid Value**	**Notes**
LOAN – Closing			
→ Product Information → Product Details			
317	*Mortgage Type*	*USDA Rural Housing*	*Enter "USDA Rural Housing" for Section 502 GRH Mortgages.*
198	Section Of Act Type	502	Enter "502" with Mortgage Type = "USDA Rural Housing."

(c) Delivery programs

Assumable and nonassumable Section 502 GRH Mortgages may be sold only under the following:

- Fixed-rate Cash
- Fixed-rate Guarantor
- MultiLender Swap

Nonassumable Section 502 GRH Mortgages sold under the fixed-rate Guarantor or MultiLender Swap programs must be sold with conventional Mortgages.

(d) Pooling requirements for Gold PCs®

Refer to Section 6202.3 for special pooling requirements for assumable and nonassumable Section 502 GRH Mortgages under the fixed-rate Guarantor or MultiLender Swap programs.

6302.16: Special delivery requirements for refinance Mortgages (03/02/16)

(a) General requirements

See Chapter 4301 for special eligibility requirements for refinance Mortgages.

(b) Data delivery instructions

See Chapter 4302 for data delivery instructions relating to Freddie Mac Relief Refinance Mortgages[SM] – Same Servicer and Chapter 4303 for data delivery instructions relating to Relief Refinance Mortgages – Open Access.

(i) All refinance Mortgages

For refinance Mortgages, the Seller must deliver the following ULDD Data Points:

Data Required for Refinance Mortgages			
Sort ID	**ULDD Data Point**	**Valid Value**	**Notes**
LOAN – At Closing			
→ Underwriting / Credit Information → Loan Details			
315	*Loan Purpose Type*	*Refinance*	
195	*Purchase Price Amount*		*Not required for Refinances.*
294	Refinance Cash Out Determination Type	▪ Cash Out ▪ No Cash Out	
293	Refinance Cash Out Amount		Required for cash-out refinance Mortgages. Enter the calculated value: new loan amount minus paid off first Mortgage amount minus paid off second Mortgage amount (only if the second was used in its entirety to purchase the subject property) minus Closing Costs, Financing Costs and Prepaids/Escrows.

(ii) Refinance Mortgages with special characteristics

For refinance Mortgages with the indicated characteristics, the Seller must deliver the following ULDD Data Points:

Data Required for Refinance Mortgages with Special Characteristics			
Sort ID	**ULDD Data Point**	**Valid Value**	**Notes**
LOAN – At Closing **→ Underwriting / Credit Information → Loan Details**			Enter if the Mortgage is a special purpose cash-

Data Required for Refinance Mortgages with Special Characteristics			
Sort ID	**ULDD Data Point**	**Valid Value**	**Notes**
294	*Refinance Cash Out Determination Type*	*Cash Out*	out refinance Mortgage when cash was used by an owner to buy out the equity of a co-owner.
LOAN – Current → Product Details			
368	Investor Feature Identifier	203	
LOAN – At Closing → Underwriting / Credit Information			Enter if the Mortgage is a Freddie Mac-owned "no cash-out" refinance Mortgage with expanded loan-to-value (LTV)/total LTV (TLTV)/Home Equity Line of Credit TLTV (HTLTV) ratios.
→ →Loan Details			
294	*Refinance Cash Out Determination Type*	*No Cash Out*	
→→Streamlined Loan Details			
222	Related Loan Investor Type	FRE	
221	Related Investor Loan Identifier	<Associated FRE Loan #>	
LOAN – Current → Product Details			
368	Investor Feature Identifier	D99	
LOAN – Current			
→ Product Information → Product Details			
451	Refinance Program Identifier	Texas Equity	Enter if the Mortgage is a Texas Equity Section 50(a)(6) Mortgage.

6302.17: Special delivery requirements for fixed-rate relocation Mortgages (03/02/16)

(a) General requirements

See Section 6202.3 for the definition of a relocation Mortgage. A 15-, 20- or 30-year fixed-rate Mortgage that complies with the definition must be sold to Freddie Mac as a relocation Mortgage.

(b) Data delivery instructions

For relocation Mortgages that comply with Section 6202.3, the Seller must deliver the following ULDD Data Point:

Data Required for Relocation Mortgages			
Sort ID	**ULDD Data Point**	**Valid Value**	**Notes**
LOAN – At Closing			
→ Underwriting / Credit Information → Loan Details			
241	*Relocation Loan Indicator*	*true*	*Enter "true" only if the Mortgage is a fixed-rate Mortgage that complies with Section 6202.3.*

(c) Delivery programs

Fixed-rate relocation Mortgages may be sold only under the following:

- Fixed-rate Cash
- Fixed-rate Guarantor
- MultiLender Swap

(d) Pooling requirements for Gold PCs® and Giant PCs

Refer to Section 6202.3 for pooling requirements for fixed-rate relocation Mortgages under the fixed-rate Guarantor or MultiLender Swap programs.

6302.18: Special delivery requirements for subsidy buydown Mortgages (03/02/16)

(a) General requirements

See Section 4204.4 for special eligibility requirements for Mortgages with temporary subsidy buydowns.

See Section 4501.5 for eligibility requirements for Home Possible® Mortgages with temporary subsidy buydowns.

See Section 6302.26 for data requirements for loans with temporary subsidy buydowns delivered through the Servicing Released Sales Process.

(b) Data delivery instructions

For Mortgages with temporary subsidy buydowns (including Seller-Owned Modified Mortgages), the Seller must deliver the following ULDD Data Points:

Data Required for Subsidy Buydown Mortgages			
Sort ID	**ULDD Data Point**	**Valid Value**	**Notes**
LOAN – Closing and LOAN – Modification			
→ Note Information			
→ Note Details			
321	*Note Rate Percent*		*Enter the interest rate shown on the Note (without reference to the temporary buydown subsidy).*
268	*Initial Principal and Interest Payment Amount*		*Enter the monthly payment shown on the Note (without reference to the temporary buydown subsidy).*
→ Temporary Buydown Details			
228	*Buydown Temporary Subsidy Indicator*	*true*	
145/146	Buydown Contributor Type/Buydown Contributor Type Other Description	▪ Borrower ▪ Lender ▪ Other – Interested Third Party	Enter "Other-Interested Third Party" if the contributor is an Interested Party as described in the Guide. Enter "Lender" for temporary buydowns funded with Premium Financing. Enter "Borrower" for all other temporary buydown contributors.
147	Buydown Change Frequency Months Count		Enter the number of months between each Note Rate increase during the buydown period.
148	Buydown Duration Months Count		Enter the total number of months during which any buydown is in effect.
149	Buydown Increase Rate Percent		Enter the percent by which the Note Rate can increase at each adjustment period.
150	Buydown Initial Discount Percent		For non-modified Mortgages, enter the percent by which the Note Rate was bought down effective as of the Note Date.

Data Required for Subsidy Buydown Mortgages			
Sort ID	**ULDD Data Point**	**Valid Value**	**Notes**
LOAN – Closing and LOAN – Modification			
→ Note Information			
→ Note Details			
			For Seller-Owned Modified Mortgages, enter the percent by which the Note Rate was bought down as of the modification date.
→ Underwriting / Credit Information			
→→ Additional Underwriting Details			
292	*Total Monthly Proposed Housing Expense Amount*		*Enter the monthly housing expense calculated using the Mortgage payment the Borrower is making at the time the Seller delivers the Mortgage. Round to the nearest dollar.*
290	*Total Liabilities Monthly Payment Amount*		*Enter the monthly debt payment calculated using the monthly housing expense determined using the Mortgage payment the Borrower is making at the time the Seller delivers the Mortgage. Round to the nearest dollar.*

(c) Pooling requirements for Gold PCs®, Giant PCs and WAC ARM PCs

Refer to Section 6202.3 for pooling requirements for fixed-rate Mortgages with Extended Buydowns under the fixed-rate Guarantor or MultiLender Swap programs.

Refer to Section 6202.4 for pooling requirements for ARMs with Extended Buydowns under the WAC ARM Guarantor program.

6302.19: Special delivery requirements for Seller-Owned Converted Mortgages (03/02/16)

(a) General requirements

See Chapter 4402 for special eligibility requirements for Seller-Owned Converted Mortgages.

(b) Data delivery instructions

For Seller-Owned Converted Mortgages, the Seller must deliver all required loan data for the original ARM, as well as ULDD Data Points for the converted Mortgage:

Data Required for Seller-Owned Converted Mortgages			
Sort ID	**ULDD Data Point**	**Valid Value**	**Notes**
LOAN – Closing			
→ Product Information → Conversion Option Details			
232	*Convertible Indicator*	*true*	
102	Conversion Type	To Fixed Rate	
→ Underwriting / Credit Information → Streamlined Loan Details			
222	Related Loan Investor Type	Seller	Enter "Seller" for Seller-Owned Converted Mortgages.
LOAN – Current			
→ Product Information → Conversion Details			
354	Convertible Status Type	Exercised	Enter "Exercised" when the conversion option has been exercised prior to delivery.
LOAN – Conversion			
459	Loan Role Type[2]	Subject Loan	
465	Loan State Date[1]		Enter the Conversion Date.
466	Loan State Type[1], [2]	At Conversion	
→ Conversion Information			
474	Note Amount[2]		Enter the loan amount of the resulting Converted Mortgage.
476	Note Rate Percent		Enter the interest rate of the resulting converted Note in effect as of the Conversion Date.
468	Initial Principal And Interest Payment Amount		Enter the principal and interest (P&I) payment as stated on the Note after the conversion.
460	Latest Conversion Effective Date[2]		Enter the Conversion Date.
467	Loan Maturity Date		Enter the maturity date of the resulting Converted

Data Required for Seller-Owned Converted Mortgages			
Sort ID	**ULDD Data Point**	**Valid Value**	**Notes**
			Mortgage.
471	Scheduled First Payment Date		Enter the date of the first scheduled Mortgage payment after conversion.
→ Product Information → Product Details			
463	Interest Calculation Type	Simple	Enter the interest calculation type of the Converted Mortgage.
472	Mortgage Type	Conventional	The related Glossary term for "Conventional" is Home Mortgage.
464.1	Balloon Indicator	false	
469	Payment Frequency Type	Monthly	Enter the payment frequency of the Converted Mortgage.
461	Loan Amortization Type[2]	Fixed	

[1] This data point name does not appear as a Selling System input field, but instead is reflected in a screen heading or tab.

[2] This data point must be populated to save the file in the Selling System.

(c) Delivery programs

Seller-Owned Converted Mortgages may be sold only under the following:

- Fixed-rate Cash
- Fixed-rate Guarantor
- MultiLender Swap

6302.20: Special delivery requirements for Condominium Unit Mortgages (03/02/16)

(a) General requirements

See Chapter 5701 for special eligibility requirements for Condominium Unit Mortgages.

(b) Data delivery instructions

For Condominium Unit Mortgages, the Seller must deliver the following ULDD Data Points:

Data Required for Condominium Unit Mortgages			
Sort ID	**ULDD Data Point**	**Valid Value**	**Notes**
PROPERTY			
→ Property Information			
→→Property Details			
57	*Financed Unit Count*[1]	***1***	
47	Project Legal Structure Type	Condominium	
→→Condominium Details			
48	Project Name		Enter the legal name of the project.
42	Project Classification Identifier	▪ Condominium Project Manager Review ▪ Exempt From Review ▪ FHA_Approved ▪ Full Review ▪ Project Eligibility Review Service ▪ Streamlined Review	Enter "Full Review" if the project review has been performed in compliance with Section 5701.5, 5701.6, or 5701.7(a), as applicable, or Section 5701.7(b), in the case of a *Detached Condominium Project* as defined in the Glossary. For reciprocal reviews performed in compliance with Section 5701.9, enter the applicable value: ▪ Condominium Project Manager Review ▪ FHA_Approved ▪ Project Eligibility Review Service Enter "Streamlined Review" if a review was performed in compliance with Section 5701.4, including for a *Condominium Project* containing a mix of attached and detached units.
41	Project Attachment Type	▪ Attached ▪ Detached	Enter "Attached" if any of the units in the project have a common wall or other direct physical connection

Data Required for Condominium Unit Mortgages			
Sort ID	**ULDD Data Point**	**Valid Value**	**Notes**
			with another unit. Enter "Detached" only if all of the units in the project have no common wall or other direct physical connection with another unit.
43/44	Project Design Type/Project Design Type Other Description (In the Selling System, this appears as "Project Design Type.")	▪ Garden Project ▪ Highrise Project ▪ Midrise Project ▪ Other – Other Selected On Valuation Documentation ▪ Townhouse Rowhouse	All floors above ground are included in the number of stories. Any half basements used for residential purposes are counted as a floor. Enter "Garden Project" if the project has 1-3 stories. Enter "Midrise Project" if the project has 4-7 stories. Enter "Highrise Project" if the project has 8 or more stories. Enter "Townhouse Rowhouse" if one in a row of identical houses or having a common wall; attached to another unit via common wall (e.g., a brownstone). Enter "Other – Other Selected On Valuation Documentation" if the appraisal indicates "Other" or the data is not available and a limited review is allowed.
45	Project Dwelling Unit Count		Enter the number of units in the project (including phases that are not yet complete).
46	Project Dwelling Units Sold Count		Enter the number of units sold (including phases that

Data Required for Condominium Unit Mortgages			
Sort ID	**ULDD Data Point**	**Valid Value**	**Notes**
			are not yet complete).
38	Condominium Project Status Type	▪ Established ▪ New	Enter "Established" if condominium meets Section 5701.5 and Glossary definition of "Established Condominium Project." Enter "New" if condominium meets Section 5701.6 and Glossary definition of "New Condominium Project."

[1] This data point must be populated to save the file in the Selling System.

6302.21: Special delivery requirements for Mortgages with mortgage insurance (03/02/16)

(a) General requirements

See Section 4701.1 for general mortgage insurance requirements.

(b) Data delivery instructions

(i) Mortgages with mortgage insurance

For conventional Mortgages with mortgage insurance, the Seller must deliver the following ULDD Data Points:

Data Required for Mortgages with Mortgage Insurance			
Sort ID	**ULDD Data Point**	**Valid Value**	**Notes**
LOAN – Current			
→ Origination Information → Mortgage Insurance Information → Mortgage Insurance Details			
413/414	MI Company Name Type/ MI Company Name Type Other Description (In the Selling System, this appears as "MI Company Name Type.")	▪ Essent ▪ Genworth ▪ MGIC ▪ PMI ▪ Radian ▪ RMIC ▪ Triad	Enter a valid insurer from Exhibit 10.

Data Required for Mortgages with Mortgage Insurance			
Sort ID	**ULDD Data Point**	**Valid Value**	**Notes**
		▪ UGI ▪ Other – ArchMI ▪ Other – CAHLIF ▪ Other – MIF ▪ Other – NMI ▪ Other – RMIC-NC	
412	MI Certificate Identifier		Enter a value between five and 10 characters, as defined in Exhibit 10.
416	MI Coverage Percent		See Section 4701.1 for required coverage levels.
423	MI Premium Financed Indicator	▪ false ▪ true	Enter "false" unless the mortgage insurance premium is included as part of the principal amount of the Mortgage.
426	MI Premium Source Type	▪ Borrower ▪ Lender	Enter the source ("Borrower" or "Lender") of the payment of the premium(s). If the premiums are paid both monthly and upfront, enter the source of the monthly premium payment only.

(ii) Mortgages with financed mortgage insurance premiums

See Section 4701.2(a) for special eligibility requirements for Mortgages with financed mortgage insurance premiums.

For conventional Mortgages with financed mortgage insurance, the Seller must deliver the following ULDD Data Points:

Data Required for Mortgages with Financed Mortgage Insurance Premiums			
Sort ID	**ULDD Data Point**	**Valid Value**	**Notes**
LOAN – Current			
→ Origination Information → Mortgage Insurance Information → Mortgage Insurance Details			
423	MI Premium Financed Indicator	true	
422	MI Premium Financed Amount		Enter the dollar amount of the single payment premium.

(iii) Mortgages with lender-paid mortgage insurance

See Section 4701.2(b) for special eligibility requirements for Mortgages with lender-paid mortgage insurance.

For conventional Mortgages with lender-paid mortgage insurance, the Seller must deliver the following ULDD Data Points:

Data Required for Mortgages with Lender-Paid Mortgage Insurance			
Sort ID	**ULDD Data Point**	**Valid Value**	**Notes**
LOAN – Current			
→ Origination Information → Mortgage Insurance Information → Mortgage Insurance Details			
426	MI Premium Source Type	Lender	
411	Lender Paid MI Interest Rate Adjustment Percent		
368	Investor Feature Identifier	019	Enter this value for Mortgages with lender-paid mortgage insurance.

(iv) Mortgages without mortgage insurance

For conventional Mortgages without mortgage insurance, the Seller must deliver the following ULDD Data Points:

Data Required for Mortgages without Mortgage Insurance			
Sort ID	**ULDD Data Point**	**Valid Value**	**Notes**
LOAN – Current			
→ Origination Information → Mortgage Insurance Information → Mortgage Insurance Details			
429/430	Primary MI Absence Reason Type/ Primary MI Absence Reason Type Other Description (In the Selling System, this appears as "Primary MI Absence Reason Type.")	▪ MI Canceled Based On Current LTV ▪ No MI Based On Original LTV ▪ Other - Indemnification In Lieu Of MI ▪ Other - Recourse In Lieu Of MI	

6302.22: Special delivery requirements for Mortgages with capitalized balances (03/02/16)

(a) General requirements

Refer to Chapter 4403 for special eligibility requirements for Mortgages having principal balances that include capitalization of interest, taxes, hazard insurance premiums and/or late charges.

(b) Data delivery instructions

For Mortgages with capitalized balances, the Seller must deliver the following ULDD Data Points:

Data Required for Mortgages with Capitalized Balances			
Sort ID	**ULDD Data Point**	**Valid Value**	**Notes**
LOAN – Closing			
→ Note Information → Note Details			
272	*Scheduled First Payment Date*		*Enter the current DDLPI.*
256	*Loan Maturity Date*		*Enter the actual recomputed maturity date based on the actual principal and interest payment currently applicable.*
→ Origination Information → Origination Details			
229	*Capitalized Loan Indicator*	*true*	*Enter true if the capitalized balances were added to the UPB of the Mortgage prior to delivery to Freddie Mac.*
LOAN - Current			
→ Payment Information → Payment Details			
385	*Loan Acquisition Scheduled UPB Amount*		*Enter the UPB of the Mortgage rounded up to the next dollar, including all capitalized amounts, as of the date of the most recent monthly payment on the Mortgage.*

(c) Delivery programs

Mortgages with capitalized balances must be sold under the Guarantor program only.

6302.23: Special delivery requirements for energy conservation Mortgages (03/02/16)

(a) General requirements

See Section 4405.1 for special eligibility requirements for energy conservation Mortgages.

(b) Data delivery instructions

For energy conservation Mortgages, the Seller must deliver the following ULDD Data Points:

Data Required for Energy Conservation Mortgages			
Sort ID	**ULDD Data Point**	**Valid Value**	**Notes**
PROPERTY			
→ Property Information →Appraisal / Valuation Property Details			
83	*Property Valuation Amount*		*Enter the estimated market value after completion of the improvements.*
LOAN – Closing			
→ Note Information →Note Details			
320	*Note Date*		*Enter the date of Mortgage funding and not the anticipated date of final disbursement of the Escrow Funds.*
→ Underwriting / Credit Information			
→ Loan Details			
195	*Purchase Price Amount*		*If considered when setting the terms of the Mortgage, enter the price paid for the Mortgaged Premises plus the actual cost of the energy conservation improvements.*
→ Delivered LTV Values			
255	*LTV Ratio Percent*		*The value used to determine the loan-to-value (LTV) ratio is the lesser of the purchase price including the actual cost of the energy improvements, or the "as completed" appraised value.*

LOAN – Current			
→ Product Information → Product Details			
404	Loan Program Identifier	Energy Conservation	Enter this value for Mortgages that finance the purchase of a property that is to be retrofitted, refurbished or improved with energy conservation components.
TOTAL LOANS			
→ Additional LTV Details → Delivered LTV Values			
91	*Combined LTV Ratio Percent*		*The value used to determine the total LTV (TLTV) ratio is the lesser of the purchase price including the actual cost of the energy improvements, or the "as completed" appraised value.*

6302.24: Special delivery requirements for Financed Permanent Buydown Mortgages (03/02/16)

(a) General requirements

See Chapter 4601 for special eligibility requirements for Financed Permanent Buydown Mortgages.

(b) Data delivery instructions

(i) Mortgages with financed permanent buydowns

For all Mortgages with financed permanent buydowns, the Seller must deliver the following ULDD Data Points:

Data Required for All Mortgages with Financed Permanent Buydowns			
Sort ID	**ULDD Data Point**	**Valid Value**	**Notes**
LOAN – Closing			
→ Note Information → Note Details			
321	*Note Rate Percent*		*Enter the permanently bought down initial Note Rate.*

Data Required for All Mortgages with Financed Permanent Buydowns			
Sort ID	**ULDD Data Point**	**Valid Value**	**Notes**
268	*Initial Principal And Interest Payment Amount*		*Enter the initial principal and interest (P&I) payment amount at the permanently bought down Note Rate.*
→ Underwriting / Credit Information			
→→ Additional Underwriting Details			
292	*Total Monthly Proposed Housing Expense Amount*		*Calculate using the initial P&I payment amount at the permanently bought down Note Rate. Round to the nearest dollar.*
→ Delivered LTV Values			
255	*LTV Ratio Percent*		*Calculate this value using the Mortgage amount that includes the financed discount points.*
TOTAL LOANS			
→ Additional LTV Details → Delivered LTV Values			
91	*Combined LTV Ratio Percent*		*Calculate this value using the Mortgage amount that includes the financed discount points.*

(ii) ARMs with financed permanent buydowns

For ARMs with financed permanent buydowns, the Seller must deliver the following ULDD Data Points:

Data Required for ARMs with Financed Permanent Buydowns			
Sort ID	**ULDD Data Point**	**Valid Value**	**Notes**
LOAN – Closing			
→ Note Information			
→→ ARM Details			
114	*Ceiling Rate Percent*		*Calculate this value using the permanently bought down initial Note Rate.*
116	*Floor Rate Percent*		*Calculate this value using the permanently bought down initial Note Rate.*

6302.25: Special delivery requirements for Mortgages secured by Manufactured Homes (03/02/16)

(a) General requirements

See Chapter 5703 for eligibility requirements for Mortgages secured by Manufactured Homes.

(b) Data delivery instructions

For Mortgages secured by Manufactured Homes, the Seller must deliver the following ULDD Data Points:

Data Required for Mortgages Secured by Manufactured Homes			
Sort ID	**ULDD Data Point**	**Valid Value**	**Notes**
PROPERTY			
→ Property Information → Construction Details			
51	*Construction Method Type*	*Manufactured*	
33	Manufactured Home Width Type	▪ Multi Wide ▪ Single Wide	
LOAN – Closing			
→ Underwriting/Credit Information → Underwriting Details			
326	*Automated Underwriting System Type*	*Loan Prospector®*	
322	*Automated Underwriting Case Identifier*		*Enter the Loan Prospector (LP) Key Number for all Mortgages secured by Manufactured Homes, if available.*

6302.26: Special delivery requirements for fixed-rate Mortgages sold through the Servicing Released Sales Process (03/02/16)

(a) General requirements

For information on selling fixed-rate Mortgages through the Servicing Released Sales Process ("Servicing Released") under the Cash program, see Section 6101.7.

For a list of fixed-rate Mortgages eligible for sale under Best Efforts Contracts under the Servicing Released Sales Process, see the Selling System Availability Matrix at **http://www.freddiemac.com/singlefamily/sell/pdf/available_products.pdf**.

(b) Data delivery instructions

(i) Mortgages with Funding Dates no more than 10 days past the DDLPI, when the DDLPI and the Funding Date are in the same month

For Mortgages sold Servicing Released when the Funding Date is no more than 10 days past the DDLPI and when the DDLPI and the Funding Date are in the same month, the Seller must deliver the following ULDD Data Points:

Data Required for Mortgages with Funding Dates No More than 10 Days Past the DDLPI, When the DDLPI and the Funding Date are in the Same Month			
Sort ID	**ULDD Data Point**	**Valid Value**	**Notes**
LOAN – Current			
→ Payment Information → Payment Details			
385	*Loan Acquisition Scheduled UPB Amount*		*Enter the scheduled UPB of the Mortgage as of the Funding Date.* *The scheduled UPB must include reductions for:* ▪ *The principal due **in the Funding Date month** (even if not collected) and all prior months* ▪ *The principal portion of any advanced (prepaid) installments received prior to the Funding Date* ▪ *Any partial prepayments (curtailments) received on or before the Delivery Date*
440	*Last Paid Installment Due Date*		*For newly originated Mortgages with respect to which the first payment due date has not yet occurred, enter the date through which interest has been paid in the month of funding.* *For Mortgages for which there has been an advanced (prepaid) installment of interest, enter the date through which advanced (prepaid) installments of interest have been made.*

Data Required for Mortgages with Funding Dates No More than 10 Days Past the DDLPI, When the DDLPI and the Funding Date are in the Same Month			
Sort ID	**ULDD Data Point**	**Valid Value**	**Notes**
			For all other Mortgages, enter the date of the Borrower's last paid installment. The related Glossary term is DDLPI.

(ii) Mortgages with Funding Dates more than 10 days after the DDLPI, when the DDLPI and the Funding Date are in the same month

For Mortgages sold through the Servicing Released Sales Process when the Funding Date is more than 10 days after the DDLPI, and when the DDLPI and the Funding Date are in the same month, the Seller must deliver the following ULDD Data Points:

Data Required for Mortgages with Funding Dates More than 10 Days after the DDLPI, When the DDLPI and the Funding Date are in the Same Month			
Sort ID	**ULDD Data Point**	**Valid Value**	**Notes**
LOAN – Current			
→ Payment Information → Payment Details			
385	*Loan Acquisition Scheduled UPB Amount*		*The scheduled UPB must include reductions for:* ▪ *The principal due in the **month after the Funding Date**, the principal due in the month of settlement (even if not collected) and all prior months* ▪ *The principal portion of any advanced (prepaid) installments received prior to the Funding Date* ▪ *Any partial prepayments (curtailments) received on or before the Delivery Date*
440	*Last Paid Installment Due Date*		*For newly originated Mortgages with respect to which the first payment due date has not yet occurred, enter the date through which interest has been paid in the month of funding.* *For Mortgages for which there has been an advanced (prepaid)*

Data Required for Mortgages with Funding Dates More than 10 Days after the DDLPI, When the DDLPI and the Funding Date are in the Same Month			
Sort ID	**ULDD Data Point**	**Valid Value**	**Notes**
			installment of interest, enter the date through which advanced (prepaid) installments of interest have been made. *For all other Mortgages, enter the date of the Borrower's last paid installment.* The related Glossary term is DDLPI.

See Exhibit 8, Delivery Balance Examples.

(iii) Mortgages with Escrow accounts

For Mortgages with Escrow accounts sold through the Servicing Released Sales Process, the Seller must deliver the following ULDD Data Points:

Data Required for Mortgages with Escrow Accounts, Sold through the Servicing Released Sales Process			
Sort ID	**ULDD Data Point**	**Valid Value**	**Notes**
LOAN – Closing			
→ Origination Information			
→ →Origination Details			
234	*Escrow Indicator*	*True*	
→→ Other Funds Collected at Closing Details			
158	Other Funds Collected At Closing Type	Escrow Funds	
157	Other Funds Collected At Closing Amount		Enter the total amount of all Escrow funds.
LOAN – Current			
→ Origination Information → Escrow Details			

Data Required for Mortgages with Escrow Accounts, Sold through the Servicing Released Sales Process			
Sort ID	**ULDD Data Point**	**Valid Value**	**Notes**
364/365	Escrow Item Type/ Escrow Item Type Other Description (In the Selling System, this appears as "Escrow Item Type.")	▪ Borough Property Tax ▪ City Property Tax ▪ County Property Tax ▪ District Property Tax ▪ Earthquake Insurance ▪ Flood Insurance ▪ Hazard Insurance ▪ Mortgage Insurance ▪ Other - Leasehold ▪ Other Tax ▪ Pest Insurance ▪ School Property Tax ▪ State Property Tax ▪ Storm Insurance ▪ Township Property Tax	Enter the applicable valid value for each insurance or tax to be paid from Escrow.
366	Escrow Monthly Payment Amount		Enter the amount for the associated Escrow item type.

(iv) Mortgages with advanced principal, interest, taxes and insurance (PITI) payments

For Mortgages with advanced PITI payments sold through the Servicing Released Sales Process, the Seller must deliver the following ULDD Data Points:

Data Required for Mortgages with Advanced PITI Payments, Sold through the Servicing Released Sales Process			
Sort ID	**ULDD Data Point**	**Valid Value**	**Notes**
LOAN – Closing			
→ Origination Information → Other Funds Collected at Closing Details			
158	Other Funds Collected At Closing Type	Advanced PITI Payment	
157	Other Funds Collected At Closing Amount		Enter the total principal portion of any advanced (prepaid) installment received at closing.

(v) Mortgages with principal curtailments

For Mortgages with principal curtailments sold through the Servicing Released Sales Process, the Seller must deliver the following ULDD Data Points:

Data Required for Mortgages with Principal Curtailments, Sold through the Servicing Released Sales Process			
Sort ID	**ULDD Data Point**	**Valid Value**	**Notes**
LOAN – Closing			
→ Origination Information → Other Funds Collected at Closing Details			
158	Other Funds Collected At Closing Type	Principal Curtailment	
157	Other Funds Collected At Closing Amount		Enter the total amount of any prepayment (curtailment) received at closing.
LOAN – Current			
→ Payment Information → Payment Details			
438	Aggregate Loan Curtailment Amount		Enter the total of all curtailments received to date.

(vi) Mortgages with temporary subsidy buydowns

For Mortgages with temporary subsidy buydowns sold through the Servicing Released Sales Process, the Seller must deliver the following ULDD Data Points:

Data Required for Temporary Subsidy Buydown Mortgages Sold through the Servicing Released Sales Process			
Sort ID	**ULDD Data Point**	**Valid Value**	**Notes**
LOAN – Closing			
→ Origination Information → Other Funds Collected at Closing Details			
158/159	Other Funds Collected At Closing Type/ Other Funds Collected At Closing Type Other Description (In the Selling System, this appears as "Other Funds Collected At Closing Type.")	Other – Buydown	
157	Other Funds Collected At Closing Amount		Enter the amount provided to subsidize the Borrower's interest rate on the Mortgage for the remaining time during which the lower interest rate applies.

(vii) Underwriting information

With respect to the credit underwriting of Mortgages that are delivered through the Servicing Released Sales Process, the Seller must deliver the following ULDD Data Points regardless of whether the Mortgage is a Loan Prospector® Mortgage or a Manually Underwritten Mortgage:

Servicing Released Sales Process Underwriting Data Requirements			
Sort ID	**ULDD Data Point**	**Valid Value**	**Notes**
LOAN – Closing			
→ Underwriting / Credit Information → Loan Level Credit Details			
251	Loan Level Credit Score Value		The related Glossary term is Indicator Score. Enter if the Indicator Score exists.
249	Loan Level Credit Score Selection Method Type	▪ Average Then Average ▪ Middle Or Lower Then Average ▪ Middle Or Lower Then Lowest	Enter if the Indicator Score exists.
247	*Credit Score Impairment Type*	▪ *Insufficient Credit History* ▪ *Significant Errors Score*	*Enter if the Indicator Score does not exist or is not usable.*

6302.27: Special delivery requirements for Seller-Owned Modified Mortgages (03/02/16)

(a) General requirements

See Chapter 4402 for special eligibility requirements for Seller-Owned Modified Mortgages.

(b) Data delivery instructions

For Seller-Owned Modified Mortgages, the Seller must deliver all required loan data for the original loan that was modified, as well as the ULDD Data Points for the modified Mortgage.

(i) Seller-Owned Modified Mortgages

For Seller-Owned Modified Mortgages, the Seller must deliver the following ULDD Data Points:

Data Required for Seller-Owned Modified Mortgages			
Sort ID	**ULDD Data Point**	**Valid Value**	**Notes**
LOAN – Modification			
252	*Loan State Date*[1]		*Enter the effective date of the modification agreement.*
253	*Loan State Type*[1, 2]	*At Modification*	
→ Modification Information → Modification Details			
259	Loan Modification Effective Date[2]		Enter the effective date of the modification agreement.
→ Product Information → Product Details			
313	*Lien Priority Type*		*Not required for Seller-Owned Modified Mortgages.*
→ Note Information → Note Details			
320	*Note Date*		*Not required for Seller-Owned Modified Mortgages.*
→ Underwriting / Credit Information →Streamlined Loan Details			
222	Related Loan Investor Type	Seller	Enter "Seller" for Seller-Owned Modified Mortgages.
LOAN – Current			
→ Product Information → Product Details			
→→Modification Details			
397	*Mortgage Modification Indicator*	*true*	

1 This data point name does not appear as a Selling System input field, but instead is reflected in a screen heading or tab.

2 This data point must be populated to save the file in the Selling System.

(ii) Original loan that was modified

For Seller-Owned Modified Mortgages, with respect to the original loan that was modified, the Seller must deliver the following ULDD Data Points:

Original Loan Data Required for Seller-Owned Modified Mortgages			
Sort ID	**ULDD Data Point**	**Valid Value**	**Notes**
LOAN – Closing (*Origination information for the loan prior to modification*)			
332	Loan Role Type[1]	Subject Loan	Enter "Subject Loan" to indicate that the loan data applies to the Mortgage being delivered to Freddie Mac.
338	Loan State Date[1]		Enter the original Note Date of the modified Mortgage.
339	Loan State Type[1]	At Closing	Enter "At Closing" to indicate that the associated loan data is accurate as of the Note Date.
→Product Information			
→→ Product Details			
345	Lien Priority Type	First Lien	Enter the original lien priority of the Mortgage prior to modification.
347	Mortgage Type	Conventional	Enter the original mortgage type of the Mortgage prior to modification.
335	Interest Calculation Type	Simple	Enter the interest calculation type specified on the original Note prior to modification.
342	Payment Frequency Type	Monthly	Enter the payment frequency on the original Note prior to the modification.
337	Balloon Indicator	false	Enter "false" unless the original Mortgage had a balloon feature prior to modification.
333	Loan Amortization Type	▪ Adjustable Rate ▪ Fixed	Enter the amortization type of the original Mortgage prior to modification.

Original Loan Data Required for Seller-Owned Modified Mortgages			
Sort ID	**ULDD Data Point**	**Valid Value**	**Notes**
→ →Interest Only Details			
337.2	Interest Only Indicator	false	
→Note Information → Note Details			
350	Note Date		Enter the original Note Date.
349	Note Amount		Enter the original Note amount of the loan prior to modification.
351	Note Rate Percent		Enter the interest rate as indicated on the original Note.
344	Scheduled First Payment Date		Enter the first payment date as stated on the Note prior to the modification.
340	Loan Maturity Date		Enter the maturity date on the original Note prior to modification.

[1] This data point name does not appear as a Selling System input field, but instead is reflected in a screen heading or tab.

(iii) Original ARM that was modified

For Seller-Owned Modified Mortgages, with respect to the original ARM that was modified, the Seller must deliver the following ULDD Data Points:

Original ARM Data Required for Seller-Owned Modified Mortgages			
Sort ID	**ULDD Data Point**	**Valid Value**	**Notes**
LOAN – Closing (*Origination information for the loan prior to modification*)			
→Note Information → ARM Details			
337.1	Initial Fixed Period Effective Months Count		Enter the number of months for which the interest rate is fixed before the initial interest rate adjustment for the original Mortgage prior to modification.
→→→First Adjustment			
332.1	Adjustment Rule Type[1]	First	Enter "First" to indicate that the associated data relates to the initial adjustment structure and caps of the original Mortgage prior to modification.

Original ARM Data Required for Seller-Owned Modified Mortgages			
Sort ID	**ULDD Data Point**	**Valid Value**	**Notes**
332.2	Per Change Rate Adjustment Frequency Months Count		Enter the number of months between the initial rate adjustment and the second rate adjustment for the original Mortgage prior to modification.
→→→Subsequent Adjustment			
332.1	Adjustment Rule Type[1]	Subsequent	Enter "Subsequent" to indicate that the associated data relates to the periodic adjustment structure and caps of the original Mortgage prior to modification.
332.2	Per Change Rate Adjustment Frequency Months Count		Enter the number of months between the second rate adjustment and the third rate adjustment for the original Mortgage prior to modification.

[1] This data point name does not appear as a Selling System input field, but instead is reflected in a screen heading or tab.

6302.28: Special delivery requirements for Construction Conversion and Renovation Mortgages (03/02/16)

(a) General requirements

See Chapter 4602 for Construction Conversion and Renovation Mortgages.

There are three types of documentation structures for Construction Conversion and Renovation Mortgages: (1) Integrated Construction Conversion Documentation (Integrated Documentation); (2) Separate Construction Conversion Documentation (Separate Documentation); and (3) Modification Construction Conversion Documentation (Modification Documentation).

(b) Data delivery instructions

The ULDD Data Points and valid values that must be delivered are determined by both (1) the type of Mortgage (i.e., Construction Conversion Mortgage or Renovation Mortgage), and (2) the type of loan documentation used for the Mortgage.

(i) Construction Conversion and Renovation Mortgages

For all Construction Conversion and Renovation Mortgages, regardless of the type of loan documentation used, the Seller must deliver the following ULDD Data Point:

Data Required for Construction Conversion and Renovation Mortgages			
Sort ID	**ULDD Data Point**	**Valid Value**	**Notes**
LOAN – Current			
→ Product Information → Product Details			
404	Loan Program Identifier	▪ Construction Conversion ▪ Renovation	Enter "Construction Conversion" for Construction Conversion Mortgages. Enter "Renovation" for Renovation Mortgages.

(ii) Mortgages with Integrated Documentation for site-built homes

For Construction Conversion or Renovation Mortgages with Integrated Documentation for site-built homes, the Seller must deliver the following ULDD Data Points:

Data Required for Construction Conversion or Renovation Mortgages with Integrated Documentation for Site-Built Homes			
Sort ID	**ULDD Data Point**	**Valid Value**	**Notes**
PROPERTY			
→ Property Information →Construction Details			
51	*Construction Method Type*	*Site Built*	
LOAN – Closing			
→ Underwriting / Credit Information → Construction Details			
167	Construction To Permanent First Payment Due Date		Enter the Due Date of the first principal and interest (P&I) payment of the Permanent Financing as described in Section 4602.3(b). This is the Effective Date of Permanent Financing as described in the Glossary. This is the same as the Scheduled First Payment Date (Sort ID 272).
165	Construction To Permanent Closing Type	One Closing	Enter "One Closing" as described in Section 4602.3(b).

Data Required for Construction Conversion or Renovation Mortgages with Integrated Documentation for Site-Built Homes			
Sort ID	**ULDD Data Point**	**Valid Value**	**Notes**
PROPERTY			
→ Property Information →Construction Details			
163	Construction To Permanent Closing Feature Type	Automatic Conversion	Enter "Automatic Conversion" as described in Section 4602.3(b).
231	*Construction Loan Indicator*	*true*	*Enter "true" for Construction Conversion Mortgages and Renovation Mortgages.*
162	Construction Loan Type	Construction to Permanent	
→ Note Information → Note Details			
320	*Note Date*		*Enter the original Note Date of the integrated Interim Construction Financing and Permanent Financing documentation.*
321	*Note Rate Percent*		*Enter the rate in effect for the Permanent Financing.*

(iii) Mortgages with Separate Documentation for site-built homes or Manufactured Homes

For Construction Conversion or Renovation Mortgages with Separate Documentation for site-built homes and Construction Conversion Mortgages with Separate Documentation for Manufactured Homes, the Seller must deliver the following ULDD Data Points:

Data Required for Construction Conversion or Renovation Mortgages with Separate Documentation for Site-Built Homes and Construction Conversion Mortgages with Separate Documentation for Manufactured Homes			
Sort ID	**ULDD Data Point**	**Valid Value**	**Notes**
PROPERTY			
→ Property Information →Construction Details			
51	*Construction Method Type*	▪ *Site Built* ▪ *Manufactured*	*If the valid value for Loan Program Identifier (Sort ID 404) is "Renovation," enter "Site Built."*
LOAN – Closing			
→ Underwriting / Credit Information → Construction Details			
167	Construction To Permanent First Payment Due Date		Enter the Due Date of the first P&I payment of the new Note for the Permanent Financing as described in Section 4602.3(b).

Data Required for Construction Conversion or Renovation Mortgages with Separate Documentation for Site-Built Homes and Construction Conversion Mortgages with Separate Documentation for Manufactured Homes			
Sort ID	**ULDD Data Point**	**Valid Value**	**Notes**
			This is the same as the Scheduled First Payment Date (Sort ID 272).
165	Construction To Permanent Closing Type	Two Closing	Enter "Two Closing" as described in Section 4602.3(b).
163	Construction To Permanent Closing Feature Type	New Note	Enter "New Note" as described in Section 4602.3(b).
231	*Construction Loan Indicator*	*true*	*Enter "true" for Construction Conversion Mortgages and Renovation Mortgages.*
162	Construction Loan Type	Construction to Permanent	
→ Note Information → Note Details			
320	*Note Date*		*Enter the Note Date of the Permanent Financing documentation. This is the Effective Date of Permanent Financing as described in the Glossary.*
321	*Note Rate Percent*		*Enter the rate in effect for the Permanent Financing.*

(iv) Mortgages with Modification Documentation for site-built homes

(a) Mortgages for permanent financing

For Construction Conversion or Renovation Mortgages with Modification Documentation, the Seller must use the "Modification" tab to enter the delivered Mortgage data, including the following ULDD Data Points:

Data Required for Construction Conversion or Renovation Mortgages with Modification Documentation for Site-Built Homes			
Sort ID	**ULDD Data Point**	**Valid Value**	**Notes**
PROPERTY			
→ Property Information →Construction Details			
51	*Construction Method Type*	*Site Built*	

Data Required for Construction Conversion or Renovation Mortgages with Modification Documentation for Site-Built Homes			
Sort ID	**ULDD Data Point**	**Valid Value**	**Notes**
LOAN – Modification			
252	*Loan State Date*[1]		*Enter the effective date of the modification agreement.* *Enter the Note Date of the new Note if a new Note is used instead of a modification agreement.* *See "Modification Agreement" as defined in Section 4602.3(b).*
253	*Loan State Type*[1, 2]	*At Modification*	
→ Modification Information → Modification Details			
259	*Loan Modification Effective Date*[2]		*Enter the effective date of the modification agreement. This is the Effective Date of Permanent Financing as described in the Glossary.* *Enter the Note Date of the new Note if a new Note is used instead of a modification agreement.*
→ Note Information → Note Details			
321	*Note Rate Percent*		*Enter the rate in effect for the Permanent Financing.*
→ Underwriting / Credit Information → Construction Details			
167	Construction To Permanent First Payment Due Date		Enter the Due Date of the first P&I payment after the Date of the Modification Agreement or after the date of the new Note if a new Note is used instead of a modification agreement. This is the same as the Scheduled First Payment Date (Sort ID 272).
165	Construction To Permanent Closing Type	Two Closing	Enter "Two Closing" as described in Section 4602.3(b).
163	Construction To Permanent Closing Feature Type	Modification Agreement	Enter "Modification Agreement" as described in Section 4602.3(b).
231	*Construction Loan Indicator*	*true*	*Enter "true" for Construction Conversion Mortgages and*

Data Required for Construction Conversion or Renovation Mortgages with Modification Documentation for Site-Built Homes			
Sort ID	**ULDD Data Point**	**Valid Value**	**Notes**
			Renovation Mortgages.
162	Construction Loan Type	Construction to Permanent	
LOAN – Current			
→ Product Information → Product Details			
→→Modification Details			
397	*Mortgage Modification Indicator*	*true*	*Enter "true" for Construction Conversion and Renovation Mortgages with Modification Documentation.*

[1] This data point name does not appear as a Selling System input field, but instead is reflected in a screen heading or tab.

[2] This data point must be populated to save the file in the Selling System.

(b) Information for all construction loans

For Construction Conversion or Renovation Mortgages with Modification Documentation, with respect to the original construction loan that was modified, the Seller must deliver the following ULDD Data Points in the "Closing" tab:

Original Construction (Interim) Loan Data Required for Construction Conversion or Renovation Mortgages with Modification Documentation			
Sort ID	**ULDD Data Point**	**Valid Value**	**Notes**
LOAN – Closing			
332	*Loan Role Type*[1]	*Subject Loan*	*Enter "Subject Loan" to indicate that the loan data is the original construction loan data associated with the permanent loan sold to Freddie Mac.*
338	*Loan State Date*[1]		*Enter the original Note Date of the Interim Construction Financing documentation.*
339	*Loan State Type*[1]	*At Closing*	*Enter "At Closing" to indicate that the associated loan data is accurate as of the Note Date.*
→Product Information			

Original Construction (Interim) Loan Data Required for Construction Conversion or Renovation Mortgages with Modification Documentation			
Sort ID	**ULDD Data Point**	**Valid Value**	**Notes**
→ → Product Details			
345	*Lien Priority Type*	*First Lien*	*Enter the lien priority of the Interim Construction Financing documentation.*
→Note Information → Note Details			
350	*Note Date*		*Enter the original Note Date of the Interim Construction Financing documentation.*
349	*Note Amount*		*Enter the Note amount of the Interim Construction Financing documentation.*

[1] This data point name does not appear as a Selling System input field, but instead is reflected in a screen heading or tab.

6302.29: Special delivery requirements for Mortgages with Employer Assisted Homeownership (EAH) Benefits (03/02/16)

(a) General requirements

See Section 5501.5 and the sections referenced in that section for requirements regarding the use of Employer Assisted Homeownership (EAH) Benefits (EAH Benefits) as a source of funds for down payment, Closing Costs, Financing Costs, Prepaids/Escrows and reserves.

(b) Data delivery instructions

For Mortgages with EAH Benefits, the Seller must deliver the following ULDD Data Point:

Data Required for Mortgages with EAH Benefits			
Sort ID	**ULDD Data Point**	**Valid Value**	**Notes**
LOAN – Current			
→ Product Information → Product Details			
368	Investor Feature Identifier	D25	Enter this value if the Mortgage has EAH Benefits.

6302.30: Special delivery requirements for Mortgages where Borrower uses credit card, cash advance or unsecured line of credit to pay fees (03/02/16)

(a) General requirements

See Section 5501.3(b) for requirements regarding Mortgages where Borrower uses a credit card or a cash advance on a revolving charge account or unsecured line of credit to pay fees associated with the Mortgage application process or for the credit report or appraisal report.

(b) Data delivery instructions

If the Borrower used a credit card, cash advance or unsecured line of credit to pay fees in connection with the origination of the Mortgage, the Seller must deliver the following ULDD Data Point:

Data Required when Borrower Used Credit Card, Cash Advance or Unsecured Line of Credit to Pay Fees			
Sort ID	**ULDD Data Point**	**Valid Value**	**Notes**
LOAN – Closing			
Underwriting / Credit Information			
290	*Total Liabilities Monthly Payment Amount*		*Enter the monthly debt payment as defined in Section 5401.2, including the amount charged or advanced when it is included in the Borrower's total outstanding debt. Round to the nearest dollar.*
LOAN – Current			
→ Product Information → Product Details			
368	Investor Feature Identifier	921	Enter this value if the Borrower used a credit card, cash advance, or unsecured line of credit to pay fees.

6302.31: Special delivery requirements for super conforming Mortgages (03/02/16)

(a) General requirements

See Chapter 4603 for special eligibility requirements for super conforming Mortgages.

See Exhibit 17S, Available Mortgage Products, for more information about eligibility requirements for super conforming Mortgages.

(b) Data delivery instructions

For super conforming Mortgages, the Seller must deliver the following ULDD Data Points:

Data Required for Super Conforming Mortgages			
Sort ID	**ULDD Data Point**	**Valid Value**	**Notes**
PROPERTY			
→ Property Information → Appraisal / Valuation Property Details			
89/90	*Property Valuation Method Type/Property Valuation Method Type Other Description* *(In the Selling System, this appears as "Property Valuation Method Type.")*	▪ *Full Appraisal* ▪ *Other – Field Review*	*Enter the property valuation method type used to complete the property valuation amount.*
82	*Appraisal Identifier*		*Enter the document file identifier of the appraisal (field reviews are not submitted to the Uniform Collateral Data Portal® (UCDP®).*
83	*Property Valuation Amount*		*Enter the lower of the appraised value or the value from the One-Unit Residential Appraisal Field Review Report (Form 1032).* *Enter the appraised value for all other super conforming Mortgages.*
LOAN – Closing			
→Underwriting / Credit Information → Delivered LTV Values			
255	*LTV Ratio Percent*		*When Form 1032 results in a value different from the appraised value, the lower of the appraised value, field review value or sales price must be used to calculate the loan-to-value (LTV) ratio.*
TOTAL LOANS			
→ Additional LTV Details → Delivered LTV Values			
91	*Combined LTV Ratio Percent*		*When Form 1032 results in a value different from the appraised value, the lower of the appraised value, field review value or sales price must be used to calculate the total LTV*

Data Required for Super Conforming Mortgages			
Sort ID	**ULDD Data Point**	**Valid Value**	**Notes**
			(TLTV) ratio.

(c) Delivery programs

Super conforming Mortgages are not eligible for sale under Best Efforts Contracts.

Sellers that have a negotiated Master Commitment permitting deliveries under the Guarantor Program of fixed-rate super conforming Mortgages may not deliver super conforming Mortgages under fixed-rate Cash Contracts.

(d) Delivery requirements for fixed-rate Cash Contracts

The UPB of all 15-, 20- and/or 30-year super conforming Mortgages delivered by the Seller under fixed-rate Cash Contracts during any month must not exceed the greater of (i) $2 million in aggregate, or (ii) 10% of the UPB of each particular Mortgage product (15-, 20- and/or 30-year fixed rate) not including any refinance Mortgages originated under the Home Affordable Refinance Program (HARP) with LTV ratios greater than 105% delivered by the Seller under fixed-rate Cash Contracts during such month.

(e) Pooling requirements for Gold PCs® and Giant PCs®

Refer to Section 6202.3 for pooling requirements for fixed-rate super conforming Mortgages under the fixed-rate Guarantor or MultiLender Swap programs.

6302.32: Special delivery requirements for Mortgages with principal curtailments (03/02/16)

(a) General requirements

If the principal of a Mortgage is curtailed without recalculation of the monthly payment prior to the date the Mortgage is sold to Freddie Mac, the Seller must provide the data described in this section.

Mortgages with principal curtailments that result in modifications to recalculate the monthly payments must be delivered as Seller-Owned Modified Mortgages in accordance with Section 6302.27.

(b) Data delivery instructions

For Mortgages with principal curtailments that do not result in modifications to recalculate the monthly payments, the Seller must deliver the following ULDD Data Points:

Data Required for Mortgages with Principal Curtailments not Resulting in Recast Payment			
Sort ID	**ULDD Data Point**	**Valid Value**	**Notes**
LOAN – Closing			
→ Note Information → Note Details			
256	*Loan Maturity Date*		*Enter the date of the final monthly principal and interest (P&I) payment as indicated on the Note disregarding the effect of any curtailment.*
LOAN – Current			
→ Payment Information → Payment Details			
438	Aggregate Loan Curtailment Amount		Enter the total of all curtailments received as of the Funding Date.

6302.33: Special delivery requirements for Mortgages in which assets are used as a basis for Mortgage qualification (03/02/16)

(a) General requirements

See Section 5307.1 for requirements regarding assets as a basis for Mortgage qualification.

(b) Data delivery instructions

For Mortgages with respect to which assets are used as a basis for qualification, the Seller must deliver the following ULDD Data Point:

Data Required for Mortgages when Assets are Used as a Basis for Qualification			
Sort ID	**ULDD Data Point**	**Valid Value**	**Notes**
LOAN – Current			
→ Product Information → Product Details			
368	Investor Feature Identifier	H31	Enter this value if the Borrower uses assets as a basis for Mortgage qualification.

6302.34: Special delivery requirements for Mortgages with secondary financing (03/02/16)

(a) General requirements

See Sections 4204.1 and 4204.2 for requirements regarding Mortgages with secondary financing, including Affordable Seconds®.

See Section 4501.10 for requirements regarding Home Possible® Mortgages and Home Possible Advantage℠ Mortgages with secondary financing, including Affordable Seconds.

(b) Data delivery instructions

(i) Each subordinate lien

With respect to each subordinate lien, the Seller must deliver the following ULDD Data Points:

Data Required for All Subordinate Liens			
Sort ID	**ULDD Data Point**	**Valid Value**	**Notes**
LOAN – Current			
→ Secondary Financing / Related Loan Details *(Deliver for each Related Loan.)*			
510	Loan Role Type[1, 2]	Related Loan	
514	Loan State Date[1]		Enter the date the data is retrieved from the Seller's delivery system.
515	Loan State Type[1]	Current	
517	Lien Priority Type	▪ Second Lien ▪ Third Lien ▪ Fourth Lien	
519	Mortgage Type	Conventional	

[1] This data point name does not appear as a Selling System input field, but instead is reflected in a screen heading or tab.

[2] This data point must be populated to save the file in the Selling System.

(ii) Each closed-end subordinate lien

For each subordinate lien that is a closed-end loan, the Seller must deliver the following ULDD Data Points in addition to the ULDD Data Points required for all subordinate liens in Section 6302.34(b)(i):

Data Required for All Closed-End Subordinate Liens			
Sort ID	**ULDD Data Point**	**Valid Value**	**Notes**
LOAN – Current			
→ Secondary Financing / Related Loan Details – *(Deliver for each Related Loan.)*			
→→ Closed-end Second			

516	UPB Amount		Enter the balance of the closed-end subordinate Mortgage.
→→ HELOC Details			
513	HELOC Indicator	false	

(iii) Each Home Equity Line of Credit (HELOC)

For each subordinate lien that is a HELOC, the Seller must deliver the following ULDD Data Points in addition to the ULDD Data Points required for all subordinate liens in Section 6302.34(b)(i):

Data Required for All HELOCs			
Sort ID	**ULDD Data Point**	**Valid Value**	**Notes**
TOTAL LOANS			
→ Additional LTV Details → Delivered LTV Values			
92	Home Equity Combined LTV Ratio Percent		Enter the Home Equity Line of Credit total loan-to-value (HTLTV) ratio calculated in accordance with Section 4203.2. For Financed Permanent Buydown Mortgages, the Mortgage amount used to determine the HTLTV ratio includes the financed discount points. For energy conservation Mortgages, the value used to determine the HTLTV ratio is the lesser of the purchase price including the actual cost of the energy improvements, or the "as completed" appraised value. For super conforming Mortgages, when the field review value results in a different value from the appraised value, the value used to determine the HTLTV ratio is the least of the appraised value, field review value or sales price.
LOAN – Current			
→ Secondary Financing / Related Loan Details *(Deliver for each Related Loan.)*			

→→HELOC Details			
513	HELOC Indicator	true	
511	Current HELOC Maximum Balance Amount		Enter the HELOC maximum credit line as of the Note Date of the First Lien Mortgage. If the maximum credit line has been modified, enter the modified maximum amount.
512	HELOC Balance Amount		Enter the disbursed amount of the HELOC, not the maximum credit line.

(iv) Mortgages with Affordable Seconds

For Mortgages with Affordable Seconds that have the following characteristics, the Seller must deliver the following ULDD Data Points in addition to the ULDD Data Points required for all subordinate liens in Section 6302.34(b)(i) and for closed-end subordinate liens in Section 6302.34(b)(i):

Data Required for Mortgages with Affordable Seconds			
Sort ID	**ULDD Data Point**	**Valid Value**	**Notes**
LOAN – Current			
→ Product Information → Product Details			
368	Investor Feature Identifier	583	Enter this value for Mortgages with Affordable Seconds.
368	Investor Feature Identifier	G18	Enter this value for Mortgages with Affordable Seconds entered into Loan Prospector® in the "Total Gift Fund" field.

(v) Home Possible Mortgages with RHS Leveraged Seconds

For additional delivery requirements for Home Possible Mortgages with RHS Leveraged Seconds, see Section 6302.14(b)(iv).

6302.35: Special delivery requirements for Mortgages eligible for sale using the loan-level buyup and buydown program (03/02/16)

(a) General requirements

See Section 6201.10 for requirements regarding the loan-level buyup and buydown program.

(b) Data delivery instructions

For Mortgages sold to Freddie Mac using the loan-level buyup and buydown program, the Seller must deliver the following ULDD Data Points:

Data Required for Loan-Level Buyup or Buydown Mortgages			
Sort ID	**ULDD Data Point**	**Valid Value**	**Notes**
LOAN – Current			
Execution Information → Loan Level Buyup/Buydown Details			
387	Loan Buyup Buydown Type	▪ Buydown ▪ Buyup ▪ BuyupBuydownDoesNotApply	Enter "Buyup" for loan-level buyup. Enter "Buydown" for loan-level buydown. Enter "Buyup Buydown Does Not Apply" when loan-level buyup and buydown does not apply.
386	Loan Buyup Buydown Basis Point Number		Enter, in basis points, the increase or decrease amount of the Required Spread for each individual Mortgage allocated to a specific Guarantor or MultiLender Swap Contract. Leave blank if a loan-level buyup/buydown is not elected.

(c) Delivery programs

Mortgages may be sold only under the following programs:

- Fixed-rate Guarantor
- MultiLender Swap

6302.36: Special delivery requirements for Affordable Merit Rate® Mortgages (03/02/16)

(a) General requirements

See Chapter 4604 for special eligibility requirements for Affordable Merit Rate Mortgages. See Exhibit 17S, Available Mortgage Products, for more information about eligibility requirements for Affordable Merit Rate Mortgages.

(b) Data delivery instructions

For Affordable Merit Rate Mortgages, the Seller must deliver the following ULDD Data Points:

Data Required for Affordable Merit Rate Mortgages			
Sort ID	**ULDD Data Point**	**Valid Value**	**Notes**
LOAN – Closing			
→ Product Information → Product Details			
138	*Loan Amortization Type*[1]	*Rate Improvement Mortgage*	*Enter this value for Affordable Merit Rate Mortgages.*

[1] This data point must be populated to save the file in the Selling System.

(c) Delivery programs

Affordable Merit Rate Mortgages must be sold under fixed-rate Cash only.

Chapter 6303: Assessment and Payment of Fees

6303.1: Assessment of fees (03/02/16)

In connection with the delivery of certain Mortgages:

- The Seller may be required to pay Freddie Mac delivery fees and/or other types of fees (including buydown fees or Yield Maintenance Fees, as defined in Section 6102.2), or
- Freddie Mac may:
  - Be required to pay the Seller proceeds (such as buyup proceeds or Yield Maintenance Fees), or
  - Apply a delivery fee credit

The fees and proceeds will be calculated, assessed and paid, and delivery fee credits will be applied as described in this chapter.

(a) Postsettlement delivery fees (delivery fees)

(i) Assessment of delivery fees

Delivery fees will be assessed and billed to the Seller in conjunction with the sale of Mortgages with certain loan attributes. The Seller must refer to Exhibit 19, Postsettlement Delivery Fees, for information on delivery fees. Delivery fees are paid in accordance with the delivery fee provisions in Section 6303.2.

(ii) Calculation of delivery fees and delivery fee credits

Delivery fees or credits that are based on a percentage of the UPB are calculated by multiplying the UPB of the Mortgage on the Funding/Settlement Date by the delivery fee rate(s) or delivery fee credit specified in Exhibit 19, Postsettlement Delivery Fees, and/or the delivery fee matrix provided to the Seller.

For Mortgages with delivery fees that are based on a flat dollar amount, the delivery fee will be as specified in Exhibit 19 and/or the delivery fee matrix provided to the Seller.

Additional information on certain Exhibit 19 fees and how they are assessed is detailed below.

(iii) Credit Score/Loan-to-Value (CS/LTV) (A-minus) delivery fees

Delivery fees will be assessed and billed to the Seller in conjunction with the sale of certain A-minus Mortgages, other Caution Mortgages and Non-Loan Prospector Mortgages with certain Credit Score and loan-to-value (LTV) ratio combinations.

For CS/LTV (A-minus) delivery fees applicable to Loan Prospector® Mortgages, the following information is used from the Last Feedback Certificate to determine the fee amount:

- The Risk Classification is used to determine whether the Mortgage is subject to a CS/LTV (A-minus) delivery fee
- The CS/LTV Fee Level is used to determine the applicable delivery fee rate

All Caution Mortgages, including those identified as A-minus eligible, are subject to a CS/LTV (A-minus) delivery fee.

For Non-Loan Prospector Mortgages, CS/LTV (A-minus) delivery fees are assessed based on the Indicator Score, credit score selection method, loan purpose, property type, ownership type, number of units as delivered to Freddie Mac and the LTV ratio calculated by Freddie Mac in conjunction with the sale of Mortgages. Freddie Mac's LTV ratio calculation is based on data delivered by the Seller. If the Seller does not deliver an Indicator Score for Non-Loan Prospector Mortgages, the Mortgages will be assessed the highest CS/LTV (A-minus) fee.

(iv) Indicator Score/Loan-to-Value (IS/LTV) delivery fees

Delivery fees will be assessed and billed to the Seller in conjunction with the sale of all Mortgages with certain IS/LTV combinations.

For IS/LTV delivery fees applicable to Loan Prospector Mortgages, the applicable delivery fee will be based on the LTV ratio calculated by Freddie Mac based on data delivered by the Seller, and either the Indicator Score delivered by the Seller or, if the Seller does not deliver the Indicator Score, the Indicator Score found on the Last Feedback Certificate. If the Seller does not deliver an Indicator Score or the Key Number for a Loan Prospector Mortgage, that Mortgage will be assessed the 620 IS/LTV fee.

For Non-Loan Prospector Mortgages, IS/LTV delivery fees are assessed based on the Indicator Score delivered to Freddie Mac and the LTV ratio calculated by Freddie Mac in conjunction with the sale of Mortgages. Freddie Mac's LTV ratio calculation is based on data delivered by the Seller. If the Seller does not deliver the Indicator Score for Non-Loan Prospector Mortgages, the Mortgages will be assessed the 620 IS/LTV fee.

(v) Notification of changes to delivery fees

Freddie Mac reserves the right to change an existing delivery fee rate, (including delivery fee credits), to change the process used to determine whether a Mortgage is subject to a delivery fee or eligible for a delivery fee credit, or to implement a delivery fee or delivery fee credit on any Mortgage product and/or Mortgage attribute that is not subject to a delivery fee or eligible for a delivery fee credit, upon prior written notice to the Seller.

(b) Payment of buyup proceeds and buydown fees

All buyup proceeds and buydown fees will be determined in accordance with the provisions of Section 6201.10(d), as applicable. Delivery fees applicable to the Mortgage will be:

- Deducted from the amount of any buyup proceeds applicable to the Mortgage, or
- Added to the amount of any buydown fees, applicable to the Mortgage

(c) Gold Rush® fees

For Guarantor or MultiLender Swap Contracts, Gold Rush fees will be determined in accordance with the following sections:

- Section 6203.4 for Fixed-Rate Guarantor Contracts
- Section 6204.4 for WAC ARM Guarantor Contracts
- Section 6205.4 for MultiLender Swap Contracts

Gold Rush fees appear on the invoice submitted to the Seller each calendar month.

(d) Yield Maintenance Fees

Yield Maintenance Fees will be determined in accordance with provisions of Section 6102.5. A Yield Maintenance Fee may be due from the Seller to Freddie Mac or may result in proceeds being paid by Freddie Mac to the Seller.

(e) Invoices and account activity statements

Sellers may contact **CashCollections@freddiemac.com** with questions about their monthly invoices and account activity statements.

(i) Invoices

(A) Mortgages sold under Cash Purchase Contracts

For all Mortgages sold to Freddie Mac under Cash Purchase Contracts under the Cash program, Freddie Mac will net the amount of delivery fees and delivery fee credits against the amount paid to the Seller. All other types of fees applicable to Mortgages sold under the Cash program (for example, pairoff fees, Yield Maintenance Fees and any premium recapture described in Section 6303.5) will be assessed on the Seller's monthly invoice.

(B) Mortgages sold under Guarantor and MultiLender Swap Contracts

The net amount of initial postsettlement delivery fees (delivery fees), buyup proceeds and buydown amounts applicable to Mortgages sold to Freddie Mac under Guarantor and MultiLender Swap Contracts will appear on the Seller's monthly invoice and will be drafted from the Automated Clearing House (ACH) account that the Seller has designated for payment of fees associated with the sale of Mortgages to Freddie Mac

in accordance with the provisions of the Daily ACH Process described in Section 6303.2(a). In the alternative, if the Seller is due a credit, Freddie Mac will deposit the credit amount to the designated ACH account within five Business Days of the Settlement Date.

The net amount of all other monthly billed fees associated with the sale of Mortgages to Freddie Mac under the Guarantor and MultiLender Swap programs (such as pairoff fees, Gold Rush Fees, any delivery fee adjustments applicable to Mortgages sold under the Guarantor and MultiLender Swap programs, and any premium recapture and/or buyup reimbursements described in Section 6303.5) will be assessed on the Seller's monthly invoice and drafted from the Seller's ACH account monthly in accordance with the provisions of the Monthly ACH process described in Chapter 6303.

(ii) Account activity statements

In addition to the invoice of the most recent month's activity, each calendar month Freddie Mac will submit to the Seller a statement reflecting all open account activity and the total amount due on the Seller's account. The statement will include late fees as described in Section 6303.6 for accounts past due and any account adjustments or credits received for previous months' activities.

If the total amount due to (or from) Freddie Mac shown on the statement is different from the invoice amount, the Seller may remit to (or receive from) Freddie Mac the amount shown on the statement in accordance with the procedures for payment described in Section 6303.2.

6303.2: Payment of fees (03/02/16)

Freddie Mac will remit to or draft from the Automated Clearing House (ACH) account that the Seller has designated for payment of all fees associated with the sale of Mortgages to Freddie Mac (Seller's ACH account) in accordance with the following:

(a) Daily ACH Process

Freddie Mac will draft from the Seller's ACH account the net amount of initial postsettlement delivery fees (delivery fees), buyup proceeds and buydown amounts applicable to Mortgages sold to Freddie Mac under the Guarantor and MultiLender Swap programs on the fifth Business Day after each applicable Settlement Date. Adjustments and reversals to such fees/amounts will be made using the Monthly ACH Process described below or otherwise in accordance with instructions provided to the Seller by Freddie Mac.

Freddie Mac will provide the Seller with a courtesy e-mail notice to the address specified by the Seller approximately two Business Days before the ACH draft of the net amount of Guarantor/MultiLender Swap fees and amounts described in this Section 6303.2(a); however, the Seller remains responsible for ensuring that the Seller's ACH account maintains sufficient funds to cover any drafts by Freddie Mac (see below).

Freddie Mac recommends that a Seller designate one or more members of its organization as a courtesy e-mail recipient. To designate, add, modify or delete a recipient, send a written request to **Seller_Billing@freddiemac.com**. The request must include the Seller/Servicer number with contact information (name, e-mail and phone number).

(b) Monthly ACH Process

Freddie Mac will draft the net amount of all other monthly billed fees associated with the sale of Mortgages to Freddie Mac, such as pairoff fees, Gold Rush fees, Yield Maintenance Fees, any delivery fee adjustments applicable to Mortgages sold under the Cash, Guarantor and MultiLender Swap programs and associated training fees, from the Seller's ACH account monthly in accordance with this Section 6303.2(b).

If the monthly statement indicates a net amount due to Freddie Mac, Freddie Mac will draft from the Seller's ACH account on the last Business Day of the month for payment of the monthly statement. If the monthly statement indicates a net amount due to the Seller, Freddie Mac will remit that amount to the Seller's ACH account by the last Business Day of the month. The Seller's monthly statement will reflect all ACH transactions completed during the statement period.

To establish ACH payment, the Seller must execute and return to Freddie Mac Form 1132, Authorization for Automatic Transfer of Funds Through the Automated Clearing House (ACH). The employee authorized to execute Form 1132 on the Seller's behalf must be designated as one of the "Authorized Employees" on the Seller's Form 988SF-1, Certificate of Incumbency for a Bank, Savings Bank, Savings and Loan Association, Credit Union or Corporation, Form 988SF-2, Certificate of Incumbency for a Limited Liability Company, or Form 989SF, Certificate of Incumbency for a Limited Partnership, as applicable.

The account identified in Form 1132 for the payment of fees must be a Demand Deposit Account that is separate from any Custodial Account required to be maintained pursuant to any of the Purchase Documents.

The Seller agrees to notify Freddie Mac immediately at **Seller_Billing@freddiemac.com** of any changes to the status of the Seller's ACH account.

Except as set forth below with respect to the Daily ACH Process drafting, in the event that funds in the Seller's ACH account are insufficient to cover the statement amount, the Seller's ACH account is invalid, or if Freddie Mac is unable to draft from the Seller's ACH account for any reason, the statement will be subject to the late payment fees described in Section 6303.6. In that event, the Seller must remit the amount due in accordance with instructions provided by Freddie Mac.

Freddie Mac will not assess any late payment fee if funds in the Seller's ACH account are insufficient to cover the amount due from a Daily ACH Draft, or if Freddie Mac is unable to draft from the Seller's ACH account under the Daily ACH Process for any reason, provided that if any Seller ACH account amount due to Freddie Mac remains outstanding on the due date of the Seller's monthly statement, the Seller will be assessed the late payment fees described in Section 6303.6 on such outstanding amount from and after that due date.

6303.3: Delivery fee refunds, repayments, credits and adjustments (03/02/16)

(a) Refunding delivery fees and repayment of delivery fee credits in connection with repurchases

During the first 12 months after funding/settlement, Freddie Mac may refund to the Seller all or a portion of the delivery fees attributable to any Mortgage that:

- Freddie Mac deems ineligible for purchase
- The Seller is required to repurchase from Freddie Mac
- The Seller requests and is approved to repurchase voluntarily from Freddie Mac

With respect to any Mortgage that is deemed ineligible for purchase or that the Seller is required to repurchase from Freddie Mac, the Seller must reimburse Freddie Mac for any delivery fee credit Freddie Mac has applied to the Seller's monthly invoice or the purchase price paid to the Seller for a Mortgage sold under the Cash program.

With respect to delivery fee refunds, Freddie Mac may deduct a processing fee from any refund amount. The processing fee will be in an amount equal to the product of (i) 0.5% of the UPB of the Mortgage on the Funding/Settlement Date, multiplied by (ii) Freddie Mac's participation interest in the Mortgage, except that in no event will the processing fee exceed the refund amount.

(b) Recalculating delivery fees, delivery fee credits and proceeds

If, during the first six months after the month of funding/settlement, Freddie Mac or the Seller determines that for a particular Mortgage the Seller has not delivered the required data or the correct data to accurately calculate the delivery or funding fee, delivery fee credit or the amount of any proceeds paid by Freddie Mac for that Mortgage, Freddie Mac will recalculate the delivery or funding fee, delivery fee credit or the proceeds for the Mortgage using the correct data identified by Freddie Mac. In that event, the Seller may be assessed an additional delivery fee or may receive a delivery fee refund, may receive a delivery fee credit or be required to repay a delivery fee credit, may receive additional proceeds or be required to repay proceeds received from Freddie Mac. Adjustments to fees and proceeds will be included on a subsequent monthly invoice. Any other recalculation of delivery or funding fees, credits or proceeds will be at Freddie Mac's discretion.

6303.4: Fee for Purchase Contracts that exceed the Maximum Annual Mortgage Purchase Amount (03/02/16)

If Freddie Mac has established a Maximum Annual Mortgage Purchase Amount with respect to the Seller, Freddie Mac may charge a reasonable fee based on the entire amount of any Purchase Contract that is rescinded pursuant to Section 1201.4(b). Freddie Mac will determine the amount of the fee at the time the fee is assessed. The Seller must remit to Freddie Mac the full amount of the fee in the same manner as the payment of postsettlement delivery fees set forth in Section 6303.2.

6303.5: Recapture of premiums and reimbursement of buyup proceeds (03/02/16)

For any Mortgage that is paid off (whether because of a refinance, a prepay or any other reason) within 120 days of the Freddie Mac Funding Date or Settlement Date, Freddie Mac may at its sole discretion require the Seller/Servicer to reimburse Freddie Mac for:

- With respect to a Mortgage delivery through the Cash program, any premium paid for the Mortgage calculated as the amount by which the purchase price exceeded the par price, multiplied by the outstanding UPB of the particular Mortgage on the Funding Date

- With respect to a Mortgage delivery through the Guarantor or MultiLender Swap program, any premium (expressed as a percentage) that was or would have been applicable to the PC Pool comprising the particular Mortgage, based on market conditions existing on the Settlement Date of such Mortgage as determined by Freddie Mac, multiplied by the outstanding UPB of the particular Mortgage on the date of the pay off

- Any buyup proceeds paid by Freddie Mac to the Seller in connection with the delivery of a Mortgage through the Guarantor or MultiLender Swap program, and/or

- Any loss, damage or expense, including court costs and reasonable attorney fees, as incurred by Freddie Mac in connection with its purchase, ownership and/or resale to the Seller of its participation interest in the Mortgage

The amount of any such premiums and/or buyup proceeds will appear on the Seller account activity statement described in Section 6303.1(e) and will be drafted from the Seller's Automated Clearing House Account (ACH) account in accordance with Section 6303.2.

6303.6: Late payment policy (03/02/16)

Fees and remittances not paid or made when due will be subject to a late payment fee consisting of an interest reimbursement charge. The charge will be calculated on the amount due but unpaid as of the last day of the month in which the payment is due. Unless otherwise specified in the Guide for a specific unpaid fee or remittance, the rate of interest will equal the highest quoted prime rate on the last Business Day of the month in which the invoice is dated plus 3.000%. The prime rate is published in the “Money Rates” section or other comparable sections of *The Wall Street Journal*. If the prime rate is not published, Freddie Mac will determine the interest rate.

The late payment fee calculation is as follows: (amount paid late or past due) multiplied by (prime rate + 3.000%) divided by 365, multiplied by the number of days in the calendar month in which the invoice is due but unpaid.

Freddie Mac reserves the right to assess a late payment fee against any Seller/Servicer for failure to make timely payments or remit any fee or remittance required to be made under any of the Purchase Documents, whether or not such fee or remittance is invoiced by Freddie Mac, and regardless of the manner and method of any billing notification. The amount of any repurchase late fee will appear on the Seller account activity statement described in Section 6303.1(e) and will be drafted from the Seller's Automated Clearing House (ACH) account in accordance with Section 6303.2.

The interest reimbursement referred to above is in addition to any remedies Freddie Mac may have under the law or the Purchase Documents for violation of the Seller/Servicer's obligation to make timely payments. In addition to such remedies, Freddie Mac reserves the right, in its sole discretion, to:

- Require payment before the Funding Date rather than as permitted under other provisions of the Purchase Documents

- Postpone any proposed Settlement Date for any PC Pools when the Seller/Servicer has fees that remain due and unpaid five Business Days before the proposed Settlement Date

Freddie Mac reserves the right, at any time and in its sole discretion, to change the late payment fee structure, including, but not limited to, changing the rate of interest assessed, changing the method of calculating the interest reimbursement or imposing a minimum interest reimbursement or a penalty amount, or both.

Freddie Mac, from time to time and upon giving 30 days' written notice, may modify the terms and procedures for crediting and payment of proceeds by Freddie Mac, or payment of fees and remittances by the Seller/Servicer.

Freddie Mac also reserves the right, in its sole discretion, to require payment of fees and remittances before the Settlement Date rather than as permitted under other provisions of the Purchase Documents for reasons other than the breach of Seller/Servicer's obligation to make timely payment. In such case, proceeds and credits, and fees and remittances will be paid in accordance with the procedures specified by Freddie Mac at the time such determination is made.

Chapter 6304: Document Custody

6304.1: Custody of Notes and assignments (03/02/16)

The Seller/Servicer selling Mortgages to Freddie Mac must deliver the original Notes for such Mortgages to a Document Custodian, which may be the Designated Custodian or another approved Document Custodian, chosen by the Seller/Servicer in accordance with the requirements of Sections 2202.2 and 2202.3. However, Freddie Mac may in special instructions, program announcements or individual Mortgage Purchase Contracts, require the Notes to be delivered to the Designated Custodian. For example, the Notes for Mortgages sold through the Servicing Released Sales Process must be delivered to the Designated Custodian.

For purposes of delivering Notes to a Document Custodian, the term "Note" includes the Note evidencing the indebtedness along with any power of attorney or any applicable modifying instrument, such as a modification, a conversion agreement or an assumption of indebtedness and release of liability agreement. The term "assignment" refers to the Intervening Assignment and to the instrument necessary to assign the Security Instrument to Freddie Mac, as described in Section 6301.6.

When delivering Notes to the Document Custodian, the Seller/Servicer must also deliver all original assignments as described in Sections 6301.6(a) through 6301.6(c), unless the Mortgage is registered with MERS® and the Seller/Servicer has elected to retain all assignments for MERS-registered Mortgages in the Mortgage files. If the Seller has so elected for MERS-registered Mortgages, the Seller/Servicer must provide its Document Custodian with documentation that will enable the Document Custodian to verify that the Seller/Servicer has elected to hold assignments in the Mortgage files for MERS-registered Mortgages.

6304.2: Delivery of Notes and assignments to a Document Custodian (03/02/16)

In accordance with Section 6301.8, the Seller/Servicer must deliver the following items to the Document Custodian:

- **Form 1034E**

  The Seller/Servicer must deliver the Form 1034E, Custodial Certification Schedule, or the Note Delivery Cover Sheet, to the Document Custodian.

- **Mortgage Documents**

The original Notes, endorsed as required in Section 6301.3, along with the originals of any riders or other modifying instruments to the Notes. The information on each Note must match the information for the corresponding Mortgages in the Selling System℠.

- **Assignments**

  All original Intervening Assignments of the Security Instruments prepared and completed as required in Section 6301.6.

6304.3: Document Custodian's functions and duties upon receiving Notes and assignments (03/02/16)

(a) Verifications

Upon receiving the Notes and assignments from the Seller/Servicer for Mortgages delivered for purchase by Freddie Mac, the Document Custodian must verify and certify that the following requirements have been met:

- **The Note**: The information on each Note matches all corresponding loan data for the related Mortgage contained in the Selling System℠. The Document Custodian is not required to verify the Seller/Servicer number.

- **Note endorsement:** Each Note is endorsed as required by Section 6301.3. If the Seller/Servicer delivering the Note is not the original payee on the Note, the Document Custodian must verify that the chain of endorsements is proper and complete from the original payee on the Note to the Seller delivering the Note to Freddie Mac — not to the Servicer.

- **Assignments:** The assignments of the Security Instruments from the original Mortgagee to the Seller/Servicer or to MERS® are prepared, executed and recorded where required, in accordance with Sections 6301.6 and 7101.6. The Seller/Servicer must provide its Document Custodian with any documentation necessary for the Document Custodian to determine whether the Seller/Servicer has elected to retain physical custody of all assignments for Mortgages registered with MERS and store the assignments in the Mortgage files, as provided in Section 6301.6.

(b) Certification

The Document Custodian must comply with the applicable requirements of the Purchase Documents when certifying Mortgages delivered for purchase by Freddie Mac.

The Document Custodian must not execute the Custodian Certification for a Mortgage if any of the information on the related Note, required to be verified and certified, does not match the corresponding loan data for the related Mortgage in the Selling System as set forth in Section 6304.3(a) or if any discrepancy is not sufficiently justified. The Document Custodian

must notify the delivering Seller/Servicer of any error, omission or other discrepancy that requires corrective action.

(c) Duties to Freddie Mac

Upon certification of the Notes, the Document Custodian must maintain physical custody of the Notes and any assignments, in trust, for the benefit of Freddie Mac. See Sections 8107.2(b) and (c) for requirements related to the physical or constructive possession of the Note in connection with the Servicing of a Mortgage.

Chapter 6305: Warehouse Financing Arrangements

6305.1: Warehouse financing arrangements (03/02/16)

This chapter addresses arrangements in which the Seller has entered into a financing arrangement with a Warehouse Lender and, pending payment in full by the Seller to the Warehouse Lender of the Indebtedness, has granted that Warehouse Lender a security interest in, or conveyed to that Warehouse Lender an ownership interest in, certain Mortgages that are subsequently offered for sale to Freddie Mac. In these situations, the Warehouse Lender also holds the Note and, at times, ancillary documents for those Mortgages, and delivers the Note (and, at times, ancillary documents) to Freddie Mac pursuant to the Seller's Purchase Contract with Freddie Mac. Subject to certain conditions, the Document Custodian will hold the Note and any ancillary documents relating to the Pledged Mortgages pending their purchase by Freddie Mac. This chapter sets forth and explains the relationships among the Seller, the Warehouse Lender and Freddie Mac.

6305.2: Delivery and acceptance of Pledged Mortgages (03/02/16)

For cash transactions, all Pledged Mortgages in a delivery must be financed by the same Warehouse Lender and no Mortgage that is not a Pledged Mortgage may be included in a delivery that includes Pledged Mortgages.

If the requirements of this chapter have been met, and until Freddie Mac purchases a Pledged Mortgage (or part thereof), the Document Custodian will hold the Note and any ancillary documents for that Pledged Mortgage subject to the interest of the Warehouse Lender created under the Mortgage Warehousing Agreement unless Freddie Mac specifically agrees otherwise in writing. Freddie Mac recognizes no other statement of the condition of its receipt of these documents, including any trust receipt, bailee letter or other purported statement of a continuing security interest.

6305.3: Wire transfer instructions for Pledged Mortgages sold for cash (03/02/16)

With each delivery of Pledged Mortgages to be sold to Freddie Mac for cash through the Selling System^{SM}, the Seller must:

- Submit a completed, executed and duly authorized Form 987E, Wire Transfer Authorization for Warehouse Delivery, which is a general wire transfer authorization for all contracts under which Pledged Mortgages are offered for sale to Freddie Mac using the Selling System. A separate Form 987E is not required for each contract, but the Seller must:

  - Execute a Form 987E for each of the Seller's Warehouse Lenders

  - Provide Freddie Mac with a new Form 987E for any change to the wire transfer instructions

  - Execute and send the original paper Form 987E to Freddie Mac in accordance with the mailing instructions contained in the Form 987E

- Print and deliver to the Warehouse Lender a Form 996E, Warehouse Provider Release and Transfer, which is available only through the Selling System. The Warehouse Lender must complete and execute a duly authorized Form 996E and deliver it to Freddie Mac either as (i) a paper Form 996E by regular mail or overnight delivery service to the address provided by Freddie Mac on Form 996E, or (ii) an Electronic Record (as defined in Section 1401.2) copy of Form 996E attached to an e-mail sent to the address provided on Form 996E. For cash transactions, Freddie Mac must receive the Form 996E by no later than 12:30 p.m. Eastern time on the Business Day immediately preceding the Funding Date.

The employee who executes the Form 987E for the Seller must be an "Authorized Employee" on the Seller's Form 988SF-1, Certificate of Incumbency for a Bank, Savings Bank, Savings and Loan Association, Credit Union or Corporation, Form 988SF-2, Certificate of Incumbency for a Limited Liability Company, or Form 989SF, Certificate of Incumbency for a Limited Partnership ("Certificate(s) of Incumbency"), as applicable (see Section 2201.1 for additional information regarding Certificate of Incumbency requirements). If the employee executing Form 987E is not an Authorized Employee, Freddie Mac will postpone the Funding Date until it receives and processes a Certificate of Incumbency or a new Form 987E executed by an employee designated as an Authorized Employee on the applicable form.

If Freddie Mac does not receive wire transfer instructions on Forms 987E and 996E in sufficient time to process payments, Freddie Mac may, in its sole discretion, postpone the Funding Date until it has processed Forms 987E and 996E. The person who executes the Form 996E must be authorized by the Warehouse Lender on Form 990SF, Warehouse Provider Certificate of Incumbency, to provide Freddie Mac with instructions (or to modify instructions) to transfer funds on behalf of the Warehouse Lender in connection with Freddie Mac's purchase of Mortgages (see Section 6305.12 for additional information regarding Form 990SF requirements). If the person executing Form 996E is not an Authorized Employee, if Freddie Mac does not receive the Form 990SF in sufficient time to process it or believes that the Certificate of Incumbency cannot be relied upon, or that the information on the Certificate of Incumbency is unreliable, Freddie Mac may, in its sole discretion, postpone the Funding Date until it processes a satisfactory Form 990SF and/or Form 996E.

6305.4: PC delivery instructions for Pledged Mortgages (03/02/16)

For Pledged Mortgages allocated to a Guarantor or MultiLender Swap Contract, the Seller must:

- Insert all requested wire transfer information and instructions in the applicable screens in the Selling System[SM].

- Print and deliver to the Warehouse Lender a Form 996E, Warehouse Provider Release and Transfer, which is available only through the Selling System. The Warehouse Lender must complete and execute Form 996E and deliver it to Freddie Mac either as (i) a paper Form 996E by regular mail or overnight delivery service to the address provided by Freddie Mac on Form 996E, or (ii) an Electronic Record (as defined in Section 1401.2) copy of Form 996E attached to an e-mail sent to the address provided on Form 996E.

The employee authorized to perform the Setup Manager role (to approve wire transfer information and instructions in the applicable Selling System screens on the Seller's behalf) on the Seller's Form 900, Selling System Authorized User Identification and Certification Form, must be an "Authorized Employee" on the Seller's Certificate(s) of Incumbency (see Section 2201.1 for additional information); if the person performing the Setup Manager role is not an Authorized Employee, Freddie Mac may postpone the Funding Date until it receives the appropriate documentation.

See Section 2402.11 regarding completion and submission of Form 900. See Sections 6203.8, 6204.8 and 6205.8, for additional instructions for delivery of Certificate(s) of Incumbency and Form 996E for fixed-rate Guarantor, WAC ARM Guarantor and MultiLender Swap Contracts, respectively.

The person who executes the Form 996E must be authorized by the Warehouse Lender on Form 990SF, Warehouse Provider Certificate of Incumbency, to provide Freddie Mac with instructions (or to modify instructions) to transfer funds on behalf of the Warehouse Lender (see Section 6305.12 for additional information). If the person executing Form 996E is not an Authorized Employee, if Freddie Mac does not receive the Form 990SF in sufficient time to process it or believes that the Certificate of Incumbency cannot be relied upon or that the information on the Certificate of Incumbency is unreliable, Freddie Mac may, in its sole discretion, postpone the Funding Date until it receives and processes a satisfactory Form 990SF and/or Form 996E.

6305.5: Delivery procedures for Pledged Mortgages (03/02/16)

In order for the Form 996E, Warehouse Provider Release and Transfer, required for delivery under a Purchase Contract to be complete, it must include an Appendix I showing, for each Mortgage delivered, the Freddie Mac contract number, Freddie Mac loan number, the

Borrower's name and the address of the Mortgaged Premises. Freddie Mac may, in its sole discretion, require the Seller, the Warehouse Lender and, in certain circumstances, the Document Custodian to enter into an Addendum to the Form 996E.

6305.6: Acceptance for purchase or rejection of Pledged Mortgages (03/02/16)

Upon receiving a delivery of Pledged Mortgages, Freddie Mac, pursuant to its normal purchase activities, will review the Pledged Mortgages and return certain Mortgage documents to the Seller in order for the Seller to correct any deficiency in those documents.

If Freddie Mac decides not to purchase a Pledged Mortgage, the Note for the Pledged Mortgage will be delivered to the Warehouse Lender specified on Form 996E,Warehouse Provider Release and Transfer, or to that Warehouse Lender's document custodian, and the Seller will be notified of such decision and delivery.

6305.7: Warehouse Lender's interest (03/02/16)

No Pledged Mortgage will be accepted for purchase by Freddie Mac if the Seller has assigned the Mortgage to a Warehouse Lender and/or if any assignment of the Pledged Mortgage has been recorded in the public records in any jurisdiction unless the Seller obtains from the Warehouse Lender an assignment of the Mortgage in favor of the Seller executed by the Warehouse Lender, in recordable form, to be effective on or before the Funding Date of the Pledged Mortgage. Such assignment in favor of the Seller is to be recorded in the public records of the appropriate jurisdiction by the Seller after the Funding Date if an assignment of the Pledged Mortgage to the Warehouse Lender has been or is recorded. If the assignment of the Mortgage to the Warehouse Lender has not been recorded, the return of that unrecorded assignment to the Seller will satisfy the requirements of this paragraph.

No Pledged Mortgage will be accepted for purchase by Freddie Mac if the Warehouse Lender has filed a financing statement relating to the Pledged Mortgage in the public records of any jurisdiction unless:

- The Seller obtains from the Warehouse Lender a termination statement, executed by the Warehouse Lender, or

- The security interest in the Pledged Mortgage is expressly released automatically upon the purchase of the Pledged Mortgage by Freddie Mac

The termination statement must be filed promptly in the public records of the appropriate jurisdiction by the Seller after the Funding Date.

6305.8: Seller representations and warranties for Pledged Mortgages (03/02/16)

The Seller represents and warrants to Freddie Mac with respect to any Pledged Mortgage purchased by Freddie Mac that, as of the Funding Date, such Pledged Mortgage is free and clear of any and all security interests, claims and encumbrances of any third party, including, without limitation, the Warehouse Lender and any party claiming through the Warehouse Lender. The Seller will take or will cause the Warehouse Lender to take all such further action, including, without limitation, the preparing, executing and filing of additional documents and instruments to assure and confirm to Freddie Mac that the Pledged Mortgages purchased by Freddie Mac are free and clear of any and all security interests and/or ownership interests and that unqualified title to the Pledged Mortgages is conveyed to Freddie Mac as of the Funding Date. The Seller also represents and warrants to Freddie Mac that the wire transfer or PC delivery instructions delivered to Freddie Mac are in accordance with the Seller's agreement with the Warehouse Lender and that the person providing the wire transfer or PC delivery instructions is an "Authorized Employee" on the Seller's Form 988SF-1, Certificate of Incumbency for a Bank, Savings Bank, Savings and Loan Association, Credit Union or Corporation, Form 988SF-2, Certificate of Incumbency for a Limited Liability Company, or Form 989SF, Certificate of Incumbency for a Limited Partnership, as applicable.

6305.9: Freddie Mac's obligations concerning Pledged Mortgages (03/02/16)

If the Funding Date for a Mortgage is postponed due to the Seller's failure to deliver wire transfer instructions (Form 987 or Form 987E, Wire Transfer Authorization for a Cash Warehouse Delivery), PC delivery instructions or security wire instructions inserted into the applicable Selling System^{SM} screens or Form 996E, Warehouse Provider Release and Transfer, as required, or because the person executing Form 987/987E, the contact person on the electronically transmitted security wire transfer instructions or the employee performing the Selling System Setup Manager role is not designated as an "Authorized Employee" on the Seller's Form 988SF-1, Certificate of Incumbency for a Bank, Savings Bank, Savings and Loan Association, Credit Union or Corporation, Form 988SF-2, Certificate of Incumbency for a Limited Liability Company, or Form 989SF, Certificate of Incumbency for a Limited Partnership, as applicable, Freddie Mac will not be liable to the Seller, the Warehouse Lender or to any third party for any losses, costs, expenses or damages that such party may incur as a result of such postponement.

6305.10: Seller indemnification (03/02/16)

The Seller agrees to indemnify and hold Freddie Mac, its successors, assigns and transfer agents harmless from and against any and all losses, claims, demands, actions, suits, damages, costs and

expenses (including reasonable attorney fees) of every nature and character that may arise or be made against or be incurred by Freddie Mac as a result of any of the following:

- The deposit of the Note and any ancillary documents with, and their maintenance by, the Document Custodian pending Freddie Mac's purchase of the Mortgages or the determination not to purchase certain Mortgages (and the subsequent return of rejected Notes and any ancillary documents)

- The delivery or transfer of any Purchase Proceeds by Freddie Mac or its agent to any person if:

  - Such Purchase Proceeds in the form of a PC are delivered or transferred in accordance with the terms of the Purchase Documents and security wire instructions inserted in Selling System[SM] screens, or

  - Such Purchase Proceeds are delivered or transferred in accordance with the Purchase Documents and the Seller's wire transfer instructions on Form 987 or Form 987E, Wire Transfer Authorization for a Cash Warehouse Delivery

- The Seller's failure to provide Form 988SF-1, Certificate of Incumbency for a Bank, Savings Bank, Savings and Loan Association, Credit Union or Corporation, Form 988SF-2, Certificate of Incumbency for a Limited Liability Company, or Form 989SF, Certificate of Incumbency for a Limited Partnership, as applicable, that designates employees authorized to provide Freddie Mac with wire transfer instructions (or modify instructions) to transfer funds or securities on the Seller's behalf

- The Seller's failure to provide complete, accurate and authorized wire transfer instructions or failure to notify Freddie Mac of any necessary or desired changes to the authorized wire transfer instructions

- Security interests, claims, encumbrances of any third party, including any Warehouse Lender, or the failure of any third party, including any Warehouse Lender, to convey to Freddie Mac all of the right, title and interest of whatever nature the third party may have with respect to or in the Note

- The failure of the Warehouse Lender to deliver to Freddie Mac a valid and enforceable Form 996E, Warehouse Provider Release and Transfer, duly executed by Warehouse Lender's Authorized Employee

6305.11: Reimbursement by the Seller for Pledged Mortgages (03/02/16)

No fees in addition to those associated with specific Mortgage programs described elsewhere in this Guide are charged pursuant to a delivery of Pledged Mortgages. However, the Seller agrees

to reimburse Freddie Mac for any reasonable expenses incurred by Freddie Mac in connection with the delivery of Pledged Mortgages by Warehouse Lenders to Freddie Mac. The nature and amount of such expenses will be specified in a written notice to the Seller from Freddie Mac. The Seller must reimburse Freddie Mac for the amount of any such expenses within 10 Business Days of request by Freddie Mac.

6305.12: Special Warehouse Lender acknowledgments and agreements (03/02/16)

(a) Form 990SF

Each Warehouse Lender must provide Freddie Mac with an original executed Form 990SF, Warehouse Provider Certificate of Incumbency, and Exhibit A, which is a copy of resolution by the Warehouse Lender's board of directors or other governing body (the "Resolution") in the form provided by Freddie Mac (unless applicable law requires another form). The Resolution must authorize the employees identified on the Form 990SF (defined therein as "Authorized Employees") to instruct Freddie Mac, on behalf of the Seller, to transfer funds or securities to the Warehouse Lender in conjunction with a Seller's sale of Pledged Mortgages to Freddie Mac, such transfer to be made by wire transfer, Automated Clearing House (ACH) or other method expressly approved and designated by Freddie Mac.

Warehouse Lenders needing additional space to identify Authorized Employees on the Certificate of Incumbency must use Form 990ASF, Warehouse Provider Addendum to Certificate of Incumbency. Form 990ASF must be submitted simultaneously with Form 990SF and the Resolution.

Freddie Mac may, periodically and at its sole discretion, require the Warehouse Lender to submit a new Form 990SF, 990ASF and/or Resolution.

(b) Form 996E

The Warehouse Lender acknowledges and agrees that, in connection with its interim financing arrangement with a Seller, the Warehouse Lender will deliver or transmit a completed Form 996E, Warehouse Provider Release and Transfer, to Freddie Mac as:

- A paper Form 996E that has been signed in ink by the Warehouse Lender's Authorized Employee, by regular mail or overnight delivery service, or

- An Electronic Record (as defined in Section 1401.2) copy (e.g., PDF, JPEG, TIF, etc.) of Form 996E that has been completed and contains the copy or representation of the signature of the Warehouse Lender's Authorized Employee, attached to an e-mail

Such delivery or transmission shall be made to the address indicated on Form 996E, and it shall not include a 'bailee letter' or equivalent documentation with respect to any Pledged Mortgage.

By delivering or transmitting to Freddie Mac a properly completed Form 996E with a copy or representation of the Warehouse Lender's Authorized Employee's signature or Electronic Signature (as defined in Section 1401.2) attached to, logically associated with or contained on such Form 996E:

- Consents to conduct Electronic Transactions (as defined in Section 1401.2) with Freddie Mac in connection with a Seller's Sale of Pledged Mortgages to Freddie Mac using fax copies of Records, Electronic Records or Electronic Signatures in connection with the delivery of Form 996E

- Adopts as its signature or Electronic Signature, as applicable, the signature or Electronic Signature of its Authorized Employee as it appears on the Electronic copy of the Form 996E

- Agrees that its Authorized Employee intended to sign the Form 996E with the authority to, and intending to bind the Warehouse Lender to the terms and conditions contained therein

- Agrees that, Sections 1401.2, 1401.4, 1401.9, 1401.18, 1401.20, 1401.21 and 1401.22 apply to all Electronic Transactions conducted with Freddie Mac, provided that the words "Seller" and "Seller's" are replaced with the words "Warehouse Lender" and "Warehouse Lender's," respectively

Chapter 6401: Nondelivery

6401.1: Pairoff (03/02/16)

A pairoff constitutes fulfillment of a mandatory obligation to deliver Mortgages to Freddie Mac under the Cash program or a mandatory Master Commitment.

The Seller may pair off a Cash Purchase Contract or a mandatory Master Commitment by repurchasing all or any portion of the respective contract in lieu of selling the Mortgages to Freddie Mac. Failure to deliver Mortgages pursuant to the terms of the respective contract or to otherwise fulfill a mandatory obligation to deliver Mortgages to Freddie Mac according to the requirements of this section subjects the Seller to the remedies for nondelivery provided in the Guide.

Best Efforts Contracts are not mandatory, and pairoff requirements do not apply. See Section 6101.4 for additional requirements applicable to Best Efforts Contracts.

(a) Cash program

The pairoff amount for Cash Purchase Contracts is equal to the original commitment amount, less the applicable purchase tolerance and less the amount of Mortgages previously purchased by Freddie Mac under the applicable Purchase Contract. The purchase tolerance is equal to the greater of 2.5% of the Purchase Contract amount or $10,000.

The Seller may do any one of the following:

- Request a pairoff via the Selling System^{SM} prior to the Purchase Contract Expiration Date
- Wait until the contract expires and the Selling System automatically calculates the pairoff fee
- Use the pairoff and recommit functionality as described in Section 6101.3(d)

The pairoff process is “two-way” and may result in either a fee due Freddie Mac from the Seller or a fee due the Seller from Freddie Mac, depending on market conditions. A pairoff fee calculated and provided by the Selling System is non-negotiable.

Pairoff fees will be included in the Seller’s monthly invoice and must be paid as set forth in Chapter 6303. Freddie Mac reserves the right to amend the provisions of this section relating to the Selling System pairoff process without prior notice.

(b) Master Commitment pairoff procedures

The Seller may pair off a mandatory Master Commitment at any time before and including the Required Delivery Date specified in the Master Commitment.

- The Seller makes a pairoff request for a Master Commitment by contacting its Freddie Mac Account Manager
- The pairoff amount for Master Commitments shall equal the original contract commitment amount, less:
- The applicable purchase tolerance set forth in the Master Commitment, and
- The contract commitment amount of any Cash Purchase Contracts converted under the Master Commitment
- The amount of Mortgages previously purchased by Freddie Mac under Guarantor or MultiLender Swap Purchase Contracts converted under the Master Commitment
- Freddie Mac will determine the amount of the pairoff fee and will quote it to the Seller

Pairoff fees will be included in the Seller's invoice and must be paid as set forth in Section 6303.2.

6401.2: Penalty for nondelivery (03/02/16)

In addition to any other remedies it may have under law or in equity, Freddie Mac reserves the right, in its sole discretion, to take any appropriate action to protect its interest and enforce its rights in the event of nondelivery under the Cash program or under a mandatory Master Commitment, including, but not limited to, disqualification or suspension of the Seller from eligibility to sell Mortgages to Freddie Mac under Chapter 2301.

The Seller can fulfill mandatory obligations to deliver Mortgages under a Cash Purchase Contract or a mandatory Master Commitment by initiating a pairoff (see Section 6401.1).

Chapter 7101: Transfers of Servicing

7101.1: Initiating a Transfer of Servicing (03/02/16)

Freddie Mac's requirements for Transfers of Servicing are set forth in this chapter.

A Transfer of Servicing can result from either of two actions:

- A negotiation for the sale of a Servicing portfolio from one party (Transferor Servicer) to another (Transferee Servicer)
- Certain changes in ownership of a Seller/Servicer that result in a conveyance or other transfer, in effect, of Servicing duties and responsibilities set forth in the documents with respect to Mortgages purchased by Freddie Mac. The Seller/Servicer is responsible for:
  - Determining when a Transfer of Servicing will occur due to an organizational change
  - Submitting the appropriate request specified in Section 7101.2
  - Complying with other requirements in this Guide, as applicable

See also Section 8105.2 about Servicing compensation to a new Servicer pursuant to a transfer.

7101.2: Submitting requests for Transfers of Servicing (03/02/16)

The Transferor Servicer and Transferee Servicer must obtain Freddie Mac's written approval of each Transfer of Servicing request before the transfer takes place. In the event the Transferee Servicer is going to establish a subservicing arrangement with a new Servicing Agent, the Transferee Servicer and its proposed Servicing Agent must comply with the requirements of Chapter 8101, including submitting a Form 479A, Single-Family Servicing Agent Certification.

Freddie Mac's prior written approval is required, regardless of whether the transfer is initiated or requested by a Servicer or any other party, such as a conservator, receiver or liquidator of the Servicer.

(a) Concurrent Transfers of Servicing

For a Concurrent Transfer of Servicing, the Transferor Servicer must obtain Freddie Mac's approval of the Transfer of Servicing before entering into a Master Commitment or Purchase Contract to sell the Mortgages to Freddie Mac. Freddie Mac, at its discretion, may rescind or suspend approval of a Concurrent Transfer of Servicing, if Freddie Mac determines that there has been significant deterioration in the financial condition or performance of either Servicer.

The Transferor Servicer and Transferee Servicer must complete Form 960, Agreement for Concurrent Transfer of Servicing of Single-Family Mortgages. The Transferor Servicer must complete the blanks on Form 960 for the Master Commitment, if available. For transfers of Home Mortgages, requests should be submitted to Freddie Mac **(see Directory 3)**.

Freddie Mac will indicate approval, if appropriate, by executing and returning a copy of Form 960 to the Transferor Servicer and Transferee Servicer. Freddie Mac's approval of the transfer is effective for Mortgages delivered during the delivery period specified by Freddie Mac on Form 960 or until the Master Commitment is fulfilled. At the expiration of the delivery period, the Transferor Servicer must submit a new Form 960 to request renewal of Freddie Mac's approval of the transfer or to request approval of another transfer for future Mortgage deliveries.

Freddie Mac will provide to the Transferee Servicer a funding detail report to aid the Transferee Servicer in preparing Servicing and accounting reports.

A Seller may select only one Servicer for a given Purchase Contract.

The requirements for transferring the Servicing of Mortgages sold to Freddie Mac under the Servicing Released Sales Process are contained in Exhibit 28A, Loan Servicing Purchase and Sale Agreement for the Servicing Released Sales Process.

(b) Subsequent Transfers of Servicing

For a Subsequent Transfer of Servicing, the Transferor Servicer must complete and submit the following information to Freddie Mac **(see Directory 3)** at least 45 days before the requested Effective Date of Transfer:

- A fully executed Form 981, Agreement for Subsequent Transfer of Servicing of Single-Family Mortgages, signed by both the Transferor Servicer and the Transferee Servicer, with hard copy lists of the specified Mortgage types and Mortgages with specified features included in the transfer as required by instructions on page 2 of Form 981, and

- A list of Mortgages to be transferred, submitted through the Freddie Mac Service Loans application

Freddie Mac will indicate approval, if appropriate, by providing an approval letter to the Transferor Servicer and the Transferee Servicer.

(c) Denied Transfer of Servicing requests

Freddie Mac reserves the right to deny a Transfer of Servicing request. Freddie Mac may provide the Transferor Servicer written notice of the denial, but is not obligated to provide a written notice explaining the reason for denial.

(d) Freddie Mac's rights

Any unauthorized transfer and assumption of Servicing constitutes grounds for suspension or disqualification of both the Transferor Servicer and purported Transferee Servicer as Seller/Servicers. In addition, Freddie Mac may exercise any of its other rights under the Purchase Documents.

A Servicer's transfer of its Servicing portfolio (in whole or in part) without Freddie Mac's prior written approval will result in the assessment of a compensatory fee determined by Freddie Mac not to exceed 1% of Freddie Mac's share of the UPB of the Mortgages that are being transferred. The imposition of this compensatory fee does not limit Freddie Mac's rights to exercise any of its other rights under the Purchase Documents, including, but not limited to, suspension or disqualification of both the Transferor Servicer and purported Transferee Servicer as Seller/Servicers.

Freddie Mac may perform a post-transfer review of any approved Transfer of Servicing, which may include onsite visits, to determine whether the Transferor Servicer and Transferee Servicer complied with the requirements of the Guide and applicable Purchase Documents.

Freddie Mac may also request the Servicer to perform a post-transfer review and provide documentation of such review.

7101.3: Review of Transferor Servicer and Transferee Servicer (03/02/16)

(a) By Freddie Mac

(i) Freddie Mac will work with the Transferor Servicer and Transferee Servicer to approve a Transfer of Servicing, but reserves the right to approve with conditions. Freddie Mac is not obligated to approve a Transfer of Servicing. Freddie Mac will not approve a Transfer of Servicing if Freddie Mac, in the exercise of its judgment and in its sole discretion, determines that such a transfer is not in the best interests of Freddie Mac or determines that the Transferor Servicer or

Transferee Servicer will not be able to adequately service the Mortgages and/or REO remaining in the post-transfer portfolios.

(ii) The Transferor Servicer and Transferee Servicer must be approved Seller/Servicers and must be in compliance with all the requirements of the Purchase Documents. When reviewing a Transfer of Servicing request, Freddie Mac will review both the Transferor Servicer and the Transferee Servicer. Transferor Servicers and Transferee Servicers must not be subject to any situations prohibited under Section 2301.2 unless approved by Freddie Mac. The review will focus on, but not be limited to, financial capacity to honor contractual obligations, existence of any outstanding obligations (such as repurchases), delinquency and REO ratios, delinquency reporting and the Transferee Servicer's and Transferor Servicer's performance results on the Servicer Success Scorecard.

Freddie Mac's review of the Transfer of Servicing request may take additional time if either the Transferor Servicer or Transferee Servicer is subject to any situations prohibited under Section 2301.2, or the Purchase Documents reflect negotiated terms, including the sale of Mortgages to Freddie Mac with recourse.

(b) By Transferor Servicer

The Transferor Servicer must participate with the Transferee Servicer with respect to the Transferee Servicer's due diligence review on the transferred Mortgages, Custodial Accounts, obligations under the Purchase Documents and any alternative to foreclosure and provide to the Transferee Servicer any missing data, documents or other information necessary for the Transferee Servicer to perform its obligations under the Guide, applicable Purchase Documents, and in accordance with the terms of the Mortgage and applicable alternatives to foreclosure.

The Transferor Servicer should consider adopting the best practices set forth in the *Servicing Transfer Best Practices* document published at **http://www.freddiemac.com/singlefamily/pdf/tos_best_practices.pdf**. Upon request, the Transferor Servicer must provide to Freddie Mac the post-transfer review results.

(c) By Transferee Servicer

The Transferee Servicer must perform a due diligence review on the transferred Mortgages in the transfer and on Custodial Accounts, and to be aware of any obligations of the Transferor Servicer under the Purchase Documents and any alternative to foreclosure, whether offered and outstanding or currently in place with a Borrower. The Transferee Servicer's due diligence efforts should include, but are not limited to, a review of the following information that the Transferor Servicer may provide:

1. Reports and data that confirm and support information provided by the Transferor Servicer

2. Pertinent reports prepared by internal or external auditors, including any recently completed Freddie Mac audit

The Transferee Servicer should consider adopting the best practices set forth in the *Servicing Transfer Best Practices* document published at **www.freddiemac.com/singlefamily/pdf/tos_best_practices.pdf**. Upon request, the Transferee Servicer must provide to Freddie Mac the post-transfer review results.

The Transferor Servicer may not provide a copy of its Servicer Success Scorecard to the Transferee Servicer without Freddie Mac's prior written approval.

7101.4: Additional conditions for Transfers of Servicing (03/02/16)

As a condition of Freddie Mac's approval of a Transfer of Servicing request, the Transferor Servicer and Transferee Servicer must warrant that they have met the additional requirements in this section relating to the Mortgages being transferred.

(a) Mortgage insurance coverage

The transfer must comply with the requirements of each MI that insures any of the Mortgages. Before the transfer occurs, the Transferor Servicer must obtain a commitment from each MI to continue to provide coverage required by Freddie Mac for the benefit of the Transferee Servicer. If any MI will not continue to provide coverage for the benefit of the Transferee Servicer, the Transferor Servicer must obtain a written commitment by another MI to provide equivalent coverage.

(b) Negotiated transactions

The Mortgages being transferred must not be subject to a negotiated contract that prohibits Transfers of Servicing.

(c) Additional delivery data for Concurrent Transfers of Servicing

For Concurrent Transfers of Servicing, the additional Mortgage delivery data required must be submitted by:

- The Transferor Servicer if the data are submitted at the time the Mortgages are delivered to Freddie Mac, or

- The Transferee Servicer if the data are submitted after Mortgage delivery

The Transferor Servicer must obtain Freddie Mac's approval before Mortgage delivery for the Transferee Servicer to submit the data after Mortgage delivery.

If Freddie Mac approves post-delivery submission of the data, the Transferor Servicer must provide to the Transferee Servicer copies of the origination file documents required to complete accurate data delivery.

(d) Participations

The participation interest the Seller/Servicer retains for Mortgages sold in part to Freddie Mac must be retained by the Transferor Servicer or sold to the Transferee Servicer in an approved Transfer of Servicing.

(e) Mortgages in a Trial Period

When a Transfer of Servicing includes Mortgages in a Trial Period, the Transferor Servicer must provide special notification to the Transferee Servicer. Specifically, the Transferor Servicer must advise the Transferee Servicer that Mortgages in a Trial Period are part of the portfolio being transferred and must confirm that the Transferee Servicer is aware of and agrees to assume the additional responsibilities associated with the Servicing of these Mortgages.

If the portfolio being transferred includes Mortgages in a Trial Period, the Transferor Servicer must indicate on Form 981, Agreement for Subsequent Transfer of Servicing of Single-Family Mortgages, whether those Mortgages are subject to a Trial Period Plan or have been modified and identify the applicable modification initiative (e.g., Home Affordable Modification Program (HAMP®), Freddie Mac Standard Modification, Freddie Mac Streamlined Modification, etc.).

(f) Modified Mortgages that have a step-rate provision or partial principal forbearance

The Servicer must indicate on Form 981 whether the transfer includes modified Mortgages that have a step-rate provision (i.e., the interest rate is subject to incremental increases beginning in year 6 of the modification) or a partial principal forbearance.

(g) Mortgages modified electronically

HAMP Mortgages are the only Mortgages that may be modified using Electronic, as defined in Chapter 1401, modification agreements. If the portfolio being transferred includes Mortgages that have been modified electronically, the Transferor Servicer must indicate on Form 981 that the modification agreement is Electronic, provide a list of such Mortgages, and indicate the name of the repository holding the Electronic modification agreement. See Section 9205.20(c) for requirements governing the HAMP eModification Agreement.

(h) Maintain financial eligibility requirements

Prior to the effective date of the transfer, the Transferor Servicer must evaluate whether or not the proposed transfer will in any way impair its ability to demonstrate to Freddie Mac's satisfaction, that it has sufficient capitalization, profitability, liquidity and funding sources to support its ongoing operations and its commitments to Freddie Mac following the transfer, and the Transferee Servicer must conduct the same evaluation of itself.

7101.5: Requirements for reporting Transfers of Servicing to Freddie Mac (03/02/16)

(a) Servicing reporting

Beginning with reports due for the reporting cycle immediately following the Effective Date of Transfer, the Transferee Servicer must submit all Servicing reports, whether required to be submitted electronically or by paper copy, in the name and Seller/Servicer number of the Transferee Servicer.

(b) Accounting reporting and remitting

All accounting reports due to Freddie Mac must be submitted in accordance with Section 8303.3. All funds due to Freddie Mac must be remitted in accordance with Sections 8303.3 through 8303.6.

All of the following must be reported and remitted by the Transferor Servicer:

- Payoffs for which the payoff date is before the Effective Date of Transfer
- Third-party foreclosure sales for which the sale date is before the Effective Date of Transfer
- Reports and funds due for the Accounting Cycle Cutoff date immediately preceding the Effective Date of Transfer

All of the following must be reported and remitted by the Transferee Servicer:

- Payoffs for which the payoff date is on or after the Effective Date of Transfer
- Third-party foreclosure sales for which the sale date is on or after the Effective Date of Transfer
- Reports and funds due for the Accounting Cycle Cutoff dates following the Effective Date of Transfer

7101.6: Endorsement of Notes and assignment of Security Instruments related to Transfers of Servicing (03/02/16)

When a Mortgage is sold to Freddie Mac, the Seller must endorse the Note in blank in accordance with Section 6301.3. When a Transfer of Servicing occurs, the Transferor Servicer may not complete the blank endorsement or further endorse the Note, but must prepare and complete assignments according to the following requirements:

(a) Concurrent Transfer of Servicing for a Mortgage not registered with MERS®

To prepare and complete assignment of the Security Instrument for a Concurrent Transfer of Servicing for a Mortgage not registered with MERS, the Transferor Servicer must:

- Record any Intervening Assignments to complete the chain of assignments to it from the original mortgagee, in accordance with Section 6301.6(a)
- Assign the Security Instruments to the Transferee Servicer, and record the assignment
- Follow the document custodial procedures set forth in Section 7101.9 and deliver the assignment to the Transferee Document Custodian to be verified in accordance with the requirements of Section 6304.2

See Section 6301.6(a) for additional information.

(b) Concurrent Transfer of Servicing for a Mortgage registered with MERS

To prepare and complete an assignment of the Security Instrument for a Concurrent Transfer of Servicing of a Mortgage that is registered with MERS:

- If the **Transferee Servicer is a MERS Member**, no further assignment is needed. The Transferor Servicer must notify MERS of the Transfer of Servicing.
- If the **Transferee Servicer is not a MERS Member**, then for a Concurrent Transfer of Servicing:
  - The Transferor Servicer must prepare and record an assignment of the Security Instrument (on behalf of MERS) from MERS to the Transferee Servicer
  - The Transferor Servicer must follow the document custodial procedures set forth in Section 7101.9, and deliver the assignment to the Transferee Document Custodian to be verified and certified in accordance with the requirements of Section 6304.2

See Section 6301.6(b) for additional information.

(c) Subsequent Transfer of Servicing for a Mortgage not registered with MERS

To prepare and complete an assignment of a Security Instrument for a Subsequent Transfer of Servicing for a Mortgage not registered with MERS, the Transferor Servicer must:

- Recover and destroy any original unrecorded assignments to Freddie Mac that may have been prepared
- Assign the Security Instrument to the Transferee Servicer and record the assignment
- Follow the document custody procedures set forth in Section 7101.9, and deliver assignment(s) to the Transferee Document Custodian to be verified and certified in accordance with the requirements of Section 6304.2

If an original assignment to Freddie Mac was recorded, no additional assignment need be made.

7101.7: Concurrent or Subsequent Transfers of Servicing for a Mortgage secured by a Manufactured Home located in a certificate of title State (03/02/16)

The requirements in this section apply to preparing and completing assignments of the security interest in the Manufactured Home for Concurrent or Subsequent Transfers of Servicing when the Manufactured Home is located in a certificate of title State that does not provide for surrender and cancellation of the certificate of title (see Section 5703.7). In a certificate of title State, a lien on the Manufactured Home is evidenced and perfected by notation on the certificate of title to the Manufactured Home. The lien on the land on which the Manufactured Home is permanently attached is perfected by recording the Security Instrument.

Therefore, in addition to the procedures described in Section 7101.6 for preparing and completing assignments of the Security Instrument, the following procedures must be followed with respect to the Manufactured Home:

- If the Borrower holds the original certificate of title to the Manufactured Home, and the original certificate of title must be produced to note the assignment, the Seller/Servicer must obtain the original certificate of title from the Borrower and follow the applicable procedure to note the assignment on the certificate of title

- The Transferor Servicer must note any intervening assignments from the original mortgagee to the Transferor Servicer on the certificate of title and, if required, record the complete chain of assignments from the original mortgagee to the Transferor Servicer with the State motor vehicles administration or other authorized agency

- The Transferor Servicer must note the assignment of its interest in the Manufactured Home to the Transferee Servicer on the certificate of title and, if required, record the assignment with the State motor vehicles administration or other authorized agency

- If the Borrower holds the original certificate of title, the Transferor Servicer must make and retain a copy of the original certificate with the noted assignments before returning the original certificate of title with the noted assignments to the Borrower in accordance with applicable procedures

- The Transferor Servicer must deliver the certificate of title (or if applicable a copy of the certificate of title) evidencing the complete chain of title to the Transferee Servicer who must retain the certificate of title or a copy of the certificate of title, as applicable, in the Mortgage file

7101.8: Transfer of records (03/02/16)

(a) Transfer of Mortgage and REO files

No later than 30 days after the Effective Date of Transfer, the Transferor Servicer must deliver to the Transferee Servicer the following records for each Mortgage and REO for which Servicing is transferred:

(i) Mortgage file: The Mortgage file that the Servicer is required to maintain in accordance with Chapter 3302

- If the Transferee Servicer does not have the same form of document and records maintenance (photographic, photostatic, microfilm, microfiche, electronic imaging, optical disk or laser disk storage) as the Transferor Servicer, then the Transferor Servicer must either convert the documents and records to the form of storage utilized by the Transferee Servicer or generate paper copies of all documents and records for the Transferee Servicer

- Effective for Mortgages with Note Dates on or after July 1, 2013, Servicers may no longer make copies of original paper Mortgage file documents for any Mortgage file documents (excluding the paper original Mortgage file documents specified in Section 3302.2(a), which must always be maintained and stored as paper originals) using microfilm or microfiche. Servicers may copy original paper Mortgage file documents using scanning systems commonly used in the regular course of business at this time, and maintain copies of such documents as Portable Document Format (PDF), Tagged

Image File (TIF) format, Joint Photographic Experts Group (JPEG) format or other electronic document formats commonly used in the regular course of business at this time.

(ii) Payment history: The complete history of Mortgage payments and, if applicable, Escrow disbursements (including the most recent Escrow analysis), with supporting documentation, from the Origination Date of the Mortgage

(iii) Correspondence and reports: Copies of all correspondence with, and reports to, the Borrowers and, as applicable, FHA, VA, RHS, MI, Freddie Mac and any government authority

(iv) Notice of transfer: A copy of the notice to the Borrowers regarding the Transfer of Servicing

(v) REO history: If REO is being serviced, the complete history of receipts, expenditures and management and marketing activities (including copies of any filed MI claims), with supporting documentation, from the date the REO was acquired

(b) Transfer of portfolio records

No later than the Effective Date of Transfer, the Transferor Servicer must deliver to the Transferee Servicer the following records for the Mortgages and REO for which Servicing is transferred:

(i) Notices to third parties: The notices required in Section 7101.14, including documentation of MI approval and commitment to insure

(ii) Service contracts: Copies of tax and flood hazard determination service contracts, if applicable

(iii) Unpaid charges: A list of Escrowed charges due and unpaid as of the Effective Date of Transfer

(iv) Trial balances: Trial balances, as of the close of the last Business Day immediately preceding the Effective Date of Transfer, showing:

- Transfers of Ownership, payoffs and other Servicing exceptions in process
- Escrows, Escrow advances and prepayments
- Where applicable, buydown accounts and balances
- Delinquencies, foreclosures, bankruptcies and REO

(v) **Automatic payments:** A list of Mortgages subject to automatic drafting of monthly payments

(vi) **Insurance policies:** A list of Mortgages showing expiration dates of the insurance policies on the Mortgaged Premises, whether or not premiums for these policies were Escrowed by the Transferor Servicer

(vii) **Other documents:** Ledger records and definitions of codes used in ledger records, trial balances or any other documents required by Freddie Mac to be transferred to the Transferee Servicer

(c) Additional requirements for Subsequent Transfers of Servicing

For a Subsequent Transfer of Servicing, the Transferor Servicer must deliver to the Transferee Servicer, no later than 30 days after the Effective Date of Transfer, the following documents in addition to those specified in Sections 7101.8(a) and (b):

- **Custodial Accounts:** A copy of the depository's reconciliation, as of the close of the bank's last business day immediately preceding the Effective Date of Transfer, for each Custodial Account maintained in accordance with Chapter 8304

- **Freddie Mac reports:** Copies of all Servicing and accounting reports filed with Freddie Mac for the three months immediately preceding the Effective Date of Transfer

7101.9: Document custody requirements for Transfers of Servicing (03/02/16)

(a) Concurrent Transfers of Servicing

For all Mortgages sold through the Servicing Released Sales Process, there is a Concurrent Transfer of Servicing. Freddie Mac's Designated Custodian **(see Directory 4)** is the Document Custodian for all such Mortgages. The Seller must establish a contractual relationship with the Designated Custodian in accordance with requirements of Section 2202.3(b).

For a Concurrent Transfer of Servicing, the Transferee Document Custodian must have performed the certifications required in Sections 6301.8(a) and 6304.3(b) prior to the Delivery Date. The Seller must cooperate with the Transferee Document Custodian and the Designated Custodian to effect a smooth and orderly transfer. The Seller must work with the Transferee Servicer, the Transferee Document Custodian and the Designated Custodian to cure all document deficiencies prior to recertification of the Notes.

- **The Seller must:**
  - Verify that the Transferee Document Custodian has been selected by the Transferee Servicer in accordance with Freddie Mac's requirements as evidenced by a copy of the Transferee Servicer's and Document Custodian's executed Form 1035 or Form 1035DC
  - Deliver to the Transferee Document Custodian the Notes with related documents and all assignments, together with the Form 1034E, Custodian Certification Schedule, or the Note Delivery Cover Sheet
  - Ensure that all Mortgages registered and assigned to MERS® and all Mortgages closed with MERS as the original mortgagee of record are identified as such. Refer to Section 6301.6 for additional requirements for these Mortgages.
- **The Transferee Document Custodian must:**
  - Verify the documents and information required in Section 6304.3(b) and that a copy of Form 960, Agreement for Concurrent Transfer of Servicing of Single-Family Mortgages, evidencing Freddie Mac's approval of the Transfer of Servicing, accompanies the Notes and assignments
  - Complete the certification of the Mortgages in the Selling System℠
  - Update its document tracking system in accordance with the requirements in Section 2202.2(b)

(b) Responsibilities for Subsequent Transfers of Servicing

The Transferor Document Custodian must cooperate with the Transferee Document Custodian to effect a smooth and orderly transfer.

- No later than 30 days after the Effective Date of Transfer of Servicing the Transferor Document Custodian must:
  - Work with the Transferor and the Transferee Servicers, the Transferee Document Custodian and Freddie Mac to cure all document deficiencies prior to recertification of the Notes
  - Verify that the Transferee Document Custodian has been selected by the Transferee Servicer in accordance with Freddie Mac's requirements and that a copy of the Transferee Servicer's executed Form 1035 or Form 1035DC and Form 981, Agreement for Subsequent Transfer of Servicing of Single-Family Mortgages, accompany the Transferor Servicer's request to transfer the Notes and assignments

- Deliver to the Transferee Document Custodian the Notes with related documents, all assignments in its custody and Form 1034T, Subsequent Transfer Document Custodial Certification Schedule. Notes and related documents may be transported only by a nationally recognized commercial or bonded carrier or courier service.

- Ensure that all Mortgages registered and assigned to MERS and all Mortgages closed with MERS as the original mortgagee of record are identified as such

See Section 2202.6 for information on Transfer of Custody.

- **The Transferee Document Custodian must:**

  - Have a Form 1035, or if the Document Custodian is the Designated Custodian a Form 1035DC, in effect with the Transferee Servicer in accordance with Section 2202.3

  - The Transferee Document Custodian must perform the verifications specified in Section 6304.3(a) with respect to each Note and assignment for which custody is being transferred, and must execute the Form 1034T as required by this section; however, upon a Subsequent Transfer of Servicing, the Transferee Document Custodian need verify only that the following information on the Note matches the corresponding information about the related Mortgage contained on the Form 1034T:

    - Freddie Mac loan number, if present on the Note; otherwise, the Document Custodian must validate the Freddie Mac loan number against data in electronic files or records provided by the Transferee Servicer

    - Borrower's name, and

    - Property address (excluding zip code)

  - Verify that a copy of Form 981, evidencing Freddie Mac's approval of the Transfer of Servicing, accompanies the transfer of Notes with related documents and all assignments

  - On behalf of itself and the Transferee Servicer complete, execute and deliver the Form 1034T to Freddie Mac **(see Directory 9)** no later than 180 days after the Effective Date of Transfer. By submitting the Form 1034T to Freddie Mac, the Transferee Servicer and the Transferee Document Custodian represent and warrant to Freddie Mac that they have made the certifications contained in the Form 1034T, and that each of them is bound by the information and certifications contained in the Form 1034T.

  - Retain the Form 1034T for at least three months from the date the certification is completed. See Section 8107.2(d) for information on imaging and retention.

- Update its document tracking system

- **Transfers of Servicing without a transfer of custody**
  - **The Transferor Servicer must:**
    - Prepare and execute the Form 1034T
    - Prepare an assignment to the Transferee Servicer, which must be recorded and certified, unless the Mortgage is registered to MERS and the Transferee Servicer is a MERS member
    - Deliver the executed Form 1034T and the assignment to the Document Custodian no later than 30 days after the Effective Date of Transfer
  - **The Document Custodian must:**
    - Remove from the Mortgage file and destroy the recordable but unrecorded assignment, if prepared, from the Transferor Servicer to Freddie Mac
    - Execute Form 1034T on behalf of the Transferee Servicer and send a copy to Freddie Mac **(see Directory 9)** no later than 180 days after the Effective Date of Transfer
    - Retain the original or an imaged copy of the Form 1034T for at least three months from the date the certification is completed. See Section 8107.2(d) for information on imaging and retention.
  - **The Transferee Servicer:**
    - If it has elected to hold assignments for MERS-registered Mortgages in the Mortgage files, the Transferee Servicer must provide the Document Custodian with documentation of that election. See Section 6304.1.
    - Will be responsible for all representations and warranties with respect to the validity and enforceability of the Mortgage documents

7101.10: Transfer of funds (03/02/16)

(a) General

All account balances (including, but not limited to, Escrows, prepayments and buydown funds) must be transferred to the Transferee Servicer's depository. A final reconciliation of all monies relating to the transfer must be made by the Transferor Servicer on the Effective Date of Transfer.

(b) Escrow accounts

The Transferor Servicer must forward the entire balance of all Custodial Accounts related to Escrows, buydown funds, repair accounts and replacement reserves (net of documented advances) to the Transferee Servicer's depository on the Effective Date of Transfer.

(c) Interest

Delinquent interest advanced to Freddie Mac by the Transferor Servicer as of the Effective Date of Transfer net of prepaid interest must be reimbursed to the Transferor Servicer by the Transferee Servicer no later than the date the funds are due to Freddie Mac.

(d) Principal

Delinquent principal advanced to Freddie Mac by the Transferor Servicer as of the Effective Date of Transfer net of prepaid principal must be reimbursed to the Transferor Servicer by the Transferee Servicer no later than the Effective Date of Transfer.

7101.11: Notice to Borrowers regarding Transfers of Servicing (03/02/16)

(a) Transferor Servicer's notice to the Borrower

The Transferor Servicer must provide timely notice to the Borrowers to ensure a smooth transition, avoid disruption in Mortgage payments and comply with applicable laws and regulations. The Transferor Servicer must provide written notice to each Borrower at least 15 days before the first payment is due to be received by the Transferee Servicer.

(b) Transferee Servicer's notice to the Borrower

The Transferee Servicer must provide to each Borrower written confirmation of the information in the Transferor Servicer's notice to the Borrowers within 15 days before the date the first payment is due to be received by the Transferee Servicer.

(c) Notice requirements

The notice must advise the Borrower of the following:

1. The Effective Date of Transfer

2. The name and address of the Transferee Servicer

3. The names and telephone numbers of the contact persons or departments of the Transferor Servicer and of the Transferee Servicer where the Borrowers' inquiries relating to the transfer should be directed. (If toll-free numbers are not available, the letter must indicate that collect calls will be accepted.)

4. The date when the Transferor Servicer will no longer collect the Borrowers' payments and when the Transferee Servicer will begin to collect them

5. Any previously Escrowed optional Mortgage life or accident and health insurance for which the Transferee Servicer will not assume responsibility, with appropriate suggestions or instructions for the Borrower to continue such coverage

6. Procedures for maintenance of automatic draft payments, if applicable

The notice may not amend the terms of a Mortgage other than those relating to where to send payments.

7101.12: Borrower issues and inquiries related to Transfers of Servicing (03/02/16)

The Transferor and Transferee Servicers must ensure that their staff and facilities are adequately prepared to process Servicing and accounting transactions and to respond to Borrower inquiries during the transfer transition period. The Transferee Servicer must assume responsibility for responding to Borrower inquiries received after the Effective Date of Transfer. If any Servicing or accounting problem cannot be resolved without the involvement of the Transferor Servicer, the Transferee Servicer, and not the Borrower, should initiate the contact with the Transferor Servicer.

During the transfer transition period, the Transferor and Transferee Servicers must make reasonable efforts to resolve disputes to the Borrowers' satisfaction when such disputes arise from legitimate Borrower misunderstanding of instructions in the notice of Transfer of Servicing. Late charges must be waived and, if applicable, appropriate adjustments to payment and credit records made for misapplied or unapplied payments due to the Transferee Servicer but received by the Transferor Servicer.

7101.13: Funds and correspondence received after Transfers of Servicing (03/02/16)

Within one day of receipt, the Transferor Servicer must deliver to the Transferee Servicer any funds for, or correspondence regarding, any of the transferred Mortgages and REO received on or after the Effective Date of Transfer.

7101.14: Notices of Transfers of Servicing to third parties (03/02/16)

The Transferor Servicer must obtain the following approvals and provide the following notices, as applicable:

- Obtain MI approval and commitment to insure as required by Section 7101.4(a)
- Advise all applicable property insurers including, if applicable, Federal Emergency Management Agency, of the transfer and of the name and address of the Transferee Servicer to modify the mortgage clause required by Section 8202.7
- Provide the required notices to FHA, RHS and/or VA, if applicable
- Notify all other appropriate parties including, but not limited to, mortgage life and/or accident and health insurers, tax verification/reporting services, and flood zone hazard determination services, tax authorities, homeowners associations, fee owners for leasehold Mortgages, other lienholders and public utilities levying mandatory assessments for which Escrow is collected

7101.15: Liabilities of the Transferor Servicer and Transferee Servicer (03/02/16)

(a) Warranties

Except as stated in the following paragraph, for Transfer of Servicing requests received by Freddie Mac, the Transferee Servicer is liable to Freddie Mac for all sale and Servicing responsibilities, representations, covenants and warranties in the Purchase Documents with respect to the Mortgages and REO for which Servicing is transferred, whether or not the Transferor Servicer had such liability. The Transferee Servicer's assumption of responsibilities, representations, covenants and warranties upon transfer does not release the Transferor Servicer, any prior Servicer, or the original Seller of their responsibilities, representations, covenants and warranties with respect to the transferred Mortgages, their liability being joint and several with the Transferee Servicer. However, a Transferor Servicer does not assume such liability for Servicing violations occurring in all respects after the effective date of its transfer and based in all respects upon the actions or omissions of later Transferee Servicers.

For Mortgages sold through Gold Cash Xtra® and the Servicing Released Sales Process, the Seller remains solely liable to Freddie Mac for all sale representations, covenants and warranties in the Purchase Documents (sale representations and warranties) with respect to the Mortgages for which Servicing is transferred. The Transferee Servicer is liable to Freddie Mac for all servicing responsibilities,

representations, covenants and warranties in the Purchase Documents with respect to the Mortgages for which Servicing is transferred. For subsequent Transfers of Servicing of such Mortgages:

- The Seller Transferor remains solely liable to Freddie Mac for all sale representations and warranties with respect to the Mortgages for which Servicing is transferred; and

- The subsequent Transferee Servicer is liable to Freddie Mac for all Servicing responsibilities, representations, covenants and warranties in the Purchase Documents with respect to the Mortgages and REO for which Servicing is transferred, but the Transferee Servicer's assumption of responsibilities, representations, covenants and warranties upon transfer does not release the subsequent Transferor Servicer or any prior Servicer of their responsibilities, representations, covenants and warranties with respect to Servicing of the transferred Mortgages, their liability being joint and several with the Transferee Servicer. However, a Transferor Servicer does not assume such liability for Servicing violations occurring in all respects after the effective date of its transfer and based in all respects upon the actions or omissions of later Transferee Servicers.

Note: For provisions applicable to the concurrent transfer of servicing rights of Mortgages sold to Freddie Mac through Gold Cash Xtra, see Exhibit 28, Loan Servicing Purchase and Sale Agreement.

(b) Hold harmless

The Transferor Servicer and the Transferee Servicer, jointly and severally, fully indemnify and agree to hold Freddie Mac, its successors and assigns, harmless from and against any and all losses, claims, demands, actions, suits, damages, costs and expenses (including reasonable attorney fees) of every nature and character that may arise or be made against or be incurred by Freddie Mac as a result of the Transferor Servicer's or the Transferee Servicer's failure to comply with applicable law or failure to comply with Freddie Mac's Servicing requirements as set forth in the Purchase Documents, including, but not limited to failure to provide the notices required by Section 7101.14, failure to make any payment to the appropriate parties for which Escrow is collected and failure to credit properly any payments received from Borrowers.

(c) Servicing

The Transferee Servicer hereby agrees to service the Mortgages in accordance with the terms of the unitary, indivisible master Servicing contract comprising the Guide, applicable Bulletins, applicable users' guides and any other applicable Purchase Documents, all of which are fully incorporated herein by reference.

Chapter 8101: General Freddie Mac Servicing Policies

8101.1: Servicers' general responsibilities (03/02/16)

The Servicer is responsible to act in the most timely, efficient and responsible manner to protect Freddie Mac's interests. Freddie Mac expects the Servicer's facilities and practices to be sufficient to safeguard Freddie Mac's interests and expects the Servicer to provide proper accounting and prompt response to the needs of both Freddie Mac and the Borrower.

The Servicer agrees that its duties include, but are not limited to, the payment, or verification of the Borrower's payment, of:

- All property insurance premiums
- Mortgage insurance premiums
- Ground rents
- Taxes
- Homeowners association dues and assessments
- Local government and public utility assessments
- Charges, fines and impositions attributable to the property or to the Mortgage

The Servicer also agrees that it will represent and defend Freddie Mac's interest in the applicable Mortgage(s) or REO to the same extent it would represent and defend its own interest.

The Servicer warrants that it will maintain adequate facilities and experienced staff and will take all actions necessary to ensure that the Mortgages and REO in which Freddie Mac has an interest are serviced in accordance with the Purchase Documents including this Guide as amended or supplemented from time to time, any applicable law, any applicable FHA/VA/RHS/MI regulation or requirement and any instructions issued by Freddie Mac. The Servicer also warrants that it has a business continuity plan in place to ensure its ongoing ability to conduct business operations and maintain or restore Freddie Mac Mortgage files and records in the event of a disaster or other interruption to business operations and processes.

If a disaster has affected or interrupted the Servicer's operations, the Servicer must notify Freddie Mac within 24 hours of the disaster, by calling (800) FREDDIE and selecting option four for Servicing. See Exhibit 52, Federal Disaster Assistance, for more information.

To assist with Servicing activities, a number of tools are available through Freddie Mac's web site at **http://www.freddiemac.com/singlefamily/service**. These tools are accessible using a secure User ID and password that a Servicer may request on the web site. See Exhibit 88, Servicing Tools, for a list of available Servicing tools.

8101.1: Servicers' general responsibilities (Future effective date 05/02/16)

The Servicer is responsible to act in the most timely, efficient and responsible manner to protect Freddie Mac's interests. Freddie Mac expects the Servicer's facilities and practices to be sufficient to safeguard Freddie Mac's interests and expects the Servicer to provide proper accounting and prompt response to the needs of both Freddie Mac and the Borrower.

The Servicer agrees that its duties include, but are not limited to, the payment, or verification of the Borrower's payment, of:

- All property insurance premiums
- Mortgage insurance premiums
- Ground rents
- Taxes
- Homeowners association dues and assessments
- Local government and public utility assessments
- Charges, fines and impositions attributable to the property or to the Mortgage

The Servicer also agrees that it will represent and defend Freddie Mac's interest in the applicable Mortgage(s) or REO to the same extent it would represent and defend its own interest.

The Servicer warrants that it will maintain adequate facilities and experienced staff and will take all actions necessary to ensure that the Mortgages and REO in which Freddie Mac has an interest are serviced in accordance with the Purchase Documents including this Guide as amended or supplemented from time to time, any applicable law, any applicable FHA/VA/RHS/MI regulation or requirement and any instructions issued by Freddie Mac. The Servicer also warrants that it has a business continuity plan in place that meets the requirements of Section 1302.3, to ensure its ongoing ability to conduct business operations and maintain or restore Freddie Mac Mortgage files and records in the event of a disaster or other interruption to business operations and processes.

If a disaster has affected or interrupted the Servicer's operations, the Servicer must notify Freddie Mac within 24 hours of the disaster, by calling (800) FREDDIE and selecting

option four for Servicing. See Exhibit 52, Federal Disaster Assistance, for more information.

To assist with Servicing activities, a number of tools are available through Freddie Mac's web site at **http://www.freddiemac.com/singlefamily/service**. These tools are accessible using a secure User ID and password that a Servicer may request on the web site. See Exhibit 88, Servicing Tools, for a list of available Servicing tools.

8101.2: The Servicer to perform its obligations at its own expense (03/02/16)

The Servicer is responsible for performing the duties required under this Guide at its own expense and without cost or charge to Freddie Mac, except as provided in this Guide. Any costs incurred by the Servicer may be charged to the Borrower only to the extent allowed under the terms of the Security Instrument and any applicable law.

8101.3: Servicer's limited power of attorney (03/02/16)

The Servicer agrees to accept a limited power of attorney from Freddie Mac empowering the Servicer to perform all duties of the mortgagee in canceling the Note and Security Instrument upon satisfaction of the Borrower's debt. In its discretion, Freddie Mac may give and the Servicer agrees to accept a power of attorney that grants broader powers to the Servicer. The Servicer must comply with all local recording requirements and is solely responsible for any recording fee assessed by the applicable authority. Freddie Mac may require that the Servicer identify to Freddie Mac all jurisdictions where Freddie Mac's power of attorney has been recorded.

8101.4: Servicer's execution of documents (03/02/16)

All requests for Freddie Mac execution of documents must be submitted to Freddie Mac **(see Directory 9)**. The documents that require Freddie Mac execution must be submitted with a Request for Assistance Form, which is available at: **http://www.freddiemac.com/cim/docex.html**.

Freddie Mac will return the executed documents after verifying that the requesting Servicer has met all conditions as necessitated by the type of action requested and applicable law.

Servicers with a limited power of attorney from Freddie Mac may execute the following documents in Freddie Mac's name when the Mortgage has been assigned to Freddie Mac:

- Release documents

- Assignments of the Security Instrument for initiating foreclosures

A Servicer may request a limited power of attorney in accordance with the requirements of Section 8101.3 by contacting Freddie Mac **(see Directory 9)**. In addition, under certain circumstances, Freddie Mac may require that a Servicer obtain a limited power of attorney from Freddie Mac and use it to complete specific transactions according to the requirements of Section 8101.3.

8101.5: Borrower inquiries (03/02/16)

Regardless of whether a Mortgage is securitized or held by Freddie Mac, Servicers receive Mortgage payments from Borrowers on behalf of, and remit such payments to, Freddie Mac. As such, a Seller/Servicer should respond promptly to a Borrower's inquiry and must provide the Borrower with accurate information about the Borrower's Mortgage.

If a Borrower inquires about the ownership or assignee of his or her Mortgage, the Seller/Servicer may inform the Borrower that Freddie Mac owns the Mortgage once the Borrower's identity is verified. If the Seller/Servicer is unable, in a telephone conversation, to verify that it is the Borrower who is requesting the information, the Borrower's request for information must be made in writing. If requested, the Seller/Servicer may also provide the Borrower with Freddie Mac's address, telephone number and the Freddie Mac loan number associated with the Borrower's Mortgage, and the Seller/Servicer must explain to the Borrower that it services the Mortgage for Freddie Mac.

If the Seller/Servicer provides the Borrower with the requested information in a telephone conversation, the Seller/Servicer must follow up by providing the same information to the Borrower in writing.

The Freddie Mac address and telephone number that the Seller/Servicer must provide to the Borrower are:

FREDDIE MAC
8200 JONES BRANCH DR.
MCLEAN, VA 22102
(800) FREDDIE

See Sections 7101.11 through 7101.13, 8101.8 and 8104.1 for additional Servicing obligations relating to Borrower inquiries.

8101.6: Error resolution procedures related to the Servicing of a Mortgage (03/02/16)

Servicers must comply with the requirements set forth in this section in resolving errors asserted by a Borrower or Borrower's representative relating to the Servicing of a Mortgage.

Servicers must refer to Chapter 9101 for additional requirements pertaining to a Borrower's right to appeal a denial of a Trial Period Plan based on the Servicer's review of the First Complete Borrower Response Package.

The Servicer must have written policies and procedures to ensure that it reviews and responds to any written request received from a Borrower asserting an error relating to the Servicing of the Mortgage, provided the Borrower's written request includes:

- The Borrower's name
- Information that enables the Servicer to identify the Borrower's Mortgage file; and
- The error the Borrower believes has occurred

At a minimum, the Servicer must:

- Have a sufficient number of adequately trained staff to be able to track and respond to any written notice received from a Borrower asserting an error in accordance with the requirements of this section
- Maintain policies and procedures that are reasonably designed to ensure that the Servicer investigates, responds to and makes corrections in response to complaints asserted by Borrowers
- Conduct reasonable investigations and respond to a Borrower with either:
  - A written notification of the correction, the effective date of the correction and Servicer contact information, including a telephone number for further assistance; or
  - A statement that the Servicer has determined that no error occurred, the reasons for the Servicer's determination, a statement of the Borrower's right to request the documents the Servicer used to reach its decision, information on how the Borrower may request those documents, and contact information, including a telephone number
- Respond to the Borrower's notice of error within the time limits set forth under applicable law
- Regularly review and assess the adequacy of its internal controls and procedures used in connection with Servicing of Freddie Mac Mortgages to ensure compliance with the Guide and other Purchase Documents and applicable law

- Take remedial steps, as appropriate, if any deficiencies are identified as a result of its review of internal controls and processes, or if issues are identified from a review of a Borrower's notification asserting an error. The Servicer must formally document the results of such reviews and make the results available to Freddie Mac upon request.

The Servicer must maintain in the Mortgage file documentation of all communication regarding any case for which the Servicer has received written notification from a Borrower asserting an error, and provide such files or aggregated information to Freddie Mac for review upon request.

8101.7: Freddie Mac audits and access to Mortgage records (03/02/16)

Freddie Mac may at any time conduct an audit of the Mortgages for purposes of verifying the Servicer's compliance with the terms and conditions of the Purchase Documents. Mortgages to be audited will be selected by Freddie Mac. The Servicer must submit to Freddie Mac all files relating to the Mortgages. The files must contain, at a minimum, all documents required by the Purchase Documents. The audit rights contained in this Section 8101.7 in no way limit Freddie Mac's rights or remedies as otherwise provided in the Purchase Documents.

In addition, the Servicer agrees that at any reasonable time, as requested by Freddie Mac, it will disclose to or permit Freddie Mac to have access to or to examine, or will deliver to Freddie Mac copies of, any and all records, documents, files, information and data, including any of the same maintained in the Mortgage file or in any database or in any data processing, storage, or retrieval system (all such records, documents, files, information and data hereinafter referred to as "Mortgage records"), pertaining to any Mortgage serviced by the Servicer for Freddie Mac. The Servicer also agrees to take any of the foregoing actions with respect to any and all other records, documents, files, information and data maintained or held by the Servicer which Freddie Mac considers necessary to determine or assess the correctness and completeness of the Mortgage records pertaining to any Mortgage serviced by the Servicer for Freddie Mac or to assure that the Servicer is complying with the requirements of the Purchase Documents. Freddie Mac's request may be made by either spoken or written communication.

If Freddie Mac requests Mortgage records from a Servicer in connection with an audit or for any other purpose, including a Servicer Success file review, the Servicer must deliver such Mortgage records within 30 days from the date of the request. Freddie Mac, in its sole discretion, may request the documentation in a shorter or longer period of time based upon the circumstances at the time. A Servicer's failure to submit the requested Mortgage records will be considered a violation of the Purchase Documents, and Freddie Mac will pursue all rights and remedies available under the Purchase Documents and applicable law.

The Servicer agrees that it shall cause each and every Servicing Agent, service bureau, or any other person which shall, at any time, process, maintain or store any Mortgage records for and on behalf of the Servicer, to consent in writing, to permit Freddie Mac, as requested by Freddie Mac, to have access to, or to have disclosed to it, or to have copies of, any and all of such

Mortgage records, pertaining to any Mortgage serviced by the Servicer for Freddie Mac, and any and all other records, documents, files, information and data maintained or held by such other person which Freddie Mac considers necessary to determine or assess the correctness and completeness of the Mortgage records pertaining to any Mortgage serviced by the Servicers for Freddie Mac or to assure that the Servicer is complying with the requirements of the Purchase Documents.

The Seller/Servicer also agrees to allow Freddie Mac to conduct monitoring from time to time in order to confirm that the Seller/Servicer is satisfying its obligations under the Guide to safeguard Borrower nonpublic personal information pertaining to Mortgages purchased by Freddie Mac.

8101.8: Confidential information, privacy, conflicts of interest, misuse of material information, and security of information (03/02/16)

Through its Servicing of Mortgages for Freddie Mac, the Servicer sometimes obtains confidential information concerning the Borrower and the Mortgaged Premises. This information must not be used in any way that could be construed to represent a conflict of interest or breach of confidentiality and may only be used for purposes of Servicing Mortgages for Freddie Mac and only as permitted under applicable law, including without limitation, all applicable federal, State and local laws relating to data privacy, the safeguarding of information, disclosure of credit information or the purchase and sale of securities. The Servicer must maintain all such confidential information in such a way as to ensure the security and confidentiality of the information; protect against anticipated threats or hazards to the security or integrity of the information; and protect against unauthorized access to or use of such information.

(a) Access to confidential information

The Servicer must disclose to the Borrower, or to any third party authorized in writing by the Borrower, information maintained by the Servicer concerning the Borrower's payment history if the Borrower (or any third party authorized by the Borrower) shall request such information in writing. Information so disclosed must be correct, complete and up-to-date and must accurately reflect the Borrower's performance in meeting payment obligations without the use of codes or abbreviations.

(b) Misuse of material information

Certain information about individual Mortgages or Mortgaged Premises obtained by the Servicer through its Servicing of Mortgages for Freddie Mac may be material to a purchaser or a seller of PCs representing interests in those Mortgages. This information is considered to be material if there is a substantial likelihood that a reasonable investor would consider the information to be important in determining whether to purchase or sell a PC representing interests in the Mortgages. The Servicer may not purchase or sell such a PC (or disclose material information relating to the PC to a third party for its use) without disclosing such

material information to the other party to the transaction. However, if disclosure of such information to other parties would contravene applicable law and regulations regarding disclosure of credit information, the Servicer must refrain from trading with respect to the PC.

8101.9: Servicer agrees to indemnify (03/02/16)

The Servicer must indemnify Freddie Mac and hold it harmless for loss, damage or expenses (including court costs and attorney fees) that Freddie Mac sustains as a result of any failure on the Servicer's part to properly perform its services, duties and obligations under the Purchase Documents.

8101.10: Servicer as independent contractor (03/02/16)

Under the Purchase Documents, the Servicer contracts with Freddie Mac as an independent contractor to service Mortgages for Freddie Mac. The Servicer is not Freddie Mac's agent or assignee.

8101.11: Governing law (03/02/16)

Each Purchase Contract or other contract for the Servicing of Mortgages must be construed, and the rights and obligations of the parties thereunder determined, according to the laws of the United States. The laws of the State of New York are deemed to reflect the laws of the United States when there is no applicable precedent and when to do so would not frustrate any provision of the Purchase Contract or other contracts for Servicing.

8101.12: MERS® (03/02/16)

(a) Post-purchase MERS registration

When registering a Mortgage on the MERS System after the Mortgage is sold to Freddie Mac, the Servicer must notify MERS that Freddie Mac is the investor and provide MERS with the Freddie Mac loan number for the Mortgage.

Mortgages secured by Manufactured Homes located in certificate of title States may not be registered with MERS. Refer to Section 5703.7.

(b) MERS System Rules of Membership – Rule 14 ("MERS Rule 14")

Servicers that are managing "Legal Filings" as described in MERS Rule 14 on behalf of Freddie Mac must provide, when applicable, the various notifications and information required by MERS Rule 14 to MERS on Freddie Mac's behalf about such "Legal Filings."

(c) MERS' notices regarding liens or legal actions

As the mortgagee of record, MERS, rather than a Servicer, may receive notices about liens or legal actions related to Mortgages being serviced for Freddie Mac. When these notices provide information that enables MERS to identify the applicable Servicer, MERS will forward the notice directly to such Servicer. However, MERS may receive some notices that will not include enough information to enable MERS to identify either the Mortgage in question or the applicable Servicer. In such cases, MERS will electronically notify all MERS members about any unidentified notice(s) it has received. Each Servicer that services MERS-registered mortgages for Freddie Mac must establish procedures to ensure that it checks (on a daily basis) all electronic messages it receives from MERS to determine if the unidentified notice relates to a Mortgage serviced for Freddie Mac. If the Servicer is unable to determine if the notice relates to a Mortgage serviced for Freddie Mac, the Servicer must request additional information from MERS to make such determination.

The Servicer must take appropriate and timely action based on the notice, and advise MERS that the Servicer is Servicing the Mortgage so that MERS can promptly update its records.

(d) System-to-system reconciliation with MERS

Seller/Servicers must comply with all MERS-registered mortgage loan data reconciliation requirements set forth in the MERS Governing Documents.

(e) MERS signing officer

A Seller/Servicer must ensure that only its duly authorized officers or employees, as appointed by MERS pursuant to a MERS corporate resolution, are permitted to act as MERS signing officers.

(f) Deactivation of Mortgages from MERS

A Servicer may, in its discretion, "deactivate" a Mortgage from the MERS System. Upon deactivation, the Servicer must prepare an assignment of the Mortgage from MERS to itself in recordable form and, where required by law, record the executed assignment in the applicable public land records. MERS will notify Freddie Mac of the deactivation of any Mortgage in which Freddie Mac has an interest.

Chapter 8102: Servicers and Servicing Agents

8102.1: Managing Servicing Agents (03/02/16)

(a) Servicer's and Servicing Agent's rights and responsibilities

The Servicer must service Mortgages purchased by Freddie Mac in accordance with the requirements of applicable law and the Purchase Documents. FHA, VA and Section 502 GRH Mortgages and Mortgages covered by mortgage insurance must be serviced in accordance with the Servicing requirements of the Purchase Documents and the applicable FHA, VA, RHS or MI requirements. To the extent that those requirements may conflict with the Purchase Documents, the FHA, VA, RHS or MI requirements, as applicable, will control.

A Seller that is not also a Servicer must transfer Servicing to a Servicer in accordance with the requirements of Chapter 7101. The Servicer may request approval to transfer Servicing to another Servicer or designate another Servicer as its Servicing Agent.

A Servicing Agent must be an approved Freddie Mac Servicer, and must comply with all Freddie Mac Servicing requirements set forth in the Guide and other applicable Purchase Documents containing Servicing requirements (e.g., Servicing provisions that amend the Guide). The Master Servicer and the Servicing Agent agree and acknowledge that the Servicing Agent is only authorized to review and use Mortgage data, including, but not limited to, review and use of data through access to the Freddie Mac Service Loans application, related to the Mortgages for which the Servicing Agent has been engaged to perform the Servicing obligations of the Master Servicer.

Notwithstanding Freddie Mac's written approval of a Servicing Agent, in accordance with the provisions of Section 8102.1, and notwithstanding the actual performance by the Servicing Agent of all or a portion of the Master Servicer's Servicing responsibilities, Servicing Agent and Master Servicer agree (a) that they are jointly and severally liable to Freddie Mac and shall indemnify, defend and hold Freddie Mac harmless from and against any and all loss, damage or expense, including court costs and attorney fees arising out of or relating to the Master Servicer's failure to comply with any Servicing requirement in the Guide or other applicable Purchase Documents that is a result of, or caused by, the Servicing Agent's failure to comply with any Servicing requirements within the scope of its Subservicing Agreement or violation of its representations, warranties, covenants and agreements set forth in its executed Form 479A, Single-Family Servicing Agent Certification, and (b) that Freddie Mac may exercise any and all rights and remedies available under the Guide, other applicable Purchase Documents and applicable law against either or both the Master Servicer and/or the Servicing Agent for any such Servicing violation(s), provided however that under no circumstances will Freddie Mac be entitled to any duplicative recovery. The Master Servicer shall continue to be responsible and liable to Freddie Mac for all Servicing requirements and all representations and warranties, in accordance with the terms of the Purchase Documents.

Each Master Servicer and its Servicing Agent agree and fully understand that:

1. The Master Servicer must disclose all relevant Purchase Documents containing Servicing requirements to its Servicing Agent prior to execution of Form 479A

2. The Master Servicer must maintain systems and/or processes to effectively manage and oversee its Servicing Agent's performance under both the Subservicing Agreement and Form 479A executed by both the Master Servicer and Servicing Agent whereby the Servicing Agent, among other things, agreed to service the Mortgages in accordance with the Servicing requirements of the Purchase Documents

3. The Servicing Agent's rights under the Subservicing Agreement are subject and subordinate in all respects to all rights, powers and prerogatives of Freddie Mac under the Purchase Documents, at law and in equity. The Servicing Agent's rights under the Subservicing Agreement are without recourse to Freddie Mac of any kind whatsoever, such that the Servicing Agent's rights to perform the subservicing functions and to be compensated for the same (but not the Servicing Agent's indemnification rights, if any, against the Master Servicer) all pursuant to the Subservicing Agreement, are subject to extinguishment at any time. Freddie Mac's rights, powers and prerogatives include, without limitation, Freddie Mac's right to:

   - Suspend or terminate the Servicing contract with the Master Servicer (in whole or in part, and with or without cause), and/or

   - Suspend or terminate the Master Servicer and/or the Servicing Agent as an approved Freddie Mac Seller/Servicer (whether with cause or without cause)

4. The Servicing Agent has no right to assume any part or the entirety of the Master Servicer's Servicing contract with Freddie Mac

5. The Servicing Agent has no right to suspend or terminate Freddie Mac's Servicing contract with the Master Servicer (whether in whole or in part, or with or without cause) or the right to suspend or terminate the Master Servicer as an approved Freddie Mac Seller/Servicer or Servicer (whether with or without cause)

6. The Servicing Agent has no right to enter into a Transfer of Servicing or other agreement to transfer any rights or obligations under the Subservicing Agreement to a third party

7. The Servicing Agent is not a third-party beneficiary of any of the Purchase Documents between Freddie Mac and the Master Servicer

8. Freddie Mac is a third-party beneficiary of the Subservicing Agreement with respect to the rights of the Master Servicer and the duties and obligations owed by the Servicing Agent under the Subservicing Agreement with respect to the Mortgages serviced for Freddie Mac

9. The Servicing Agent has no interest in the Servicing contract between Freddie Mac and its Master Servicer

10. The Servicing Agent may only make any claims against Freddie Mac, arising out of or relating to its Subservicing Agreement or the Mortgages, through the Master Servicer

11. In any legal action or proceeding to defend or enforce Freddie Mac's rights with respect to Servicing the Mortgages under the applicable Purchase Documents or Freddie Mac's rights as a third-party beneficiary of the Subservicing Agreement, the prevailing party shall be entitled to recover attorney fees and expenses

12. The Master Servicer and Servicing Agent's execution of Form 479A and annual certification of Form 16SF constitutes both the Master Servicer's and its Servicing Agent's express written consent to permit Freddie Mac to have access to, or to have disclosed to Freddie Mac, or to receive copies of:

    i. Any and all Mortgage records pertaining to any Mortgage serviced by the Master Servicer and subserviced by its Servicing Agent

    ii. The Subservicing Agreement, and

    iii. Any and all other records, document, files, information and data maintained or held by the Servicing Agent (or by others on the Servicing Agent's behalf), which Freddie Mac considers necessary or desirable to determine or assess the correctness and completeness of the Mortgage records pertaining to any Mortgage serviced by the Master Servicer and subserviced by the Servicing Agent. Freddie Mac examines the records, documents, files, information and data to ensure that the Master Servicer and Servicing Agent are complying with the requirements of the Purchase Documents and that nothing in this consent shall diminish in any way Freddie Mac's ownership interest in and right to the Mortgage file and all data pertaining to the Mortgage.

13. On or before the 20th day (or if such day is not a Business Day, then the next succeeding Business Day) of each calendar month, the Master Servicer must provide Freddie Mac **(see Directory 3)** with a written report containing:

    i. Any notice of default or event of default under the Subservicing Agreement received or sent by the Master Servicer

    ii. Any notice of an act, event or circumstance indicating that, with the passage of time, without cure of such act, event or circumstance, there would be an event of default under the Subservicing Agreement received or sent by the Master Servicer, and

    iii. Such other information or documents that Freddie Mac may request with respect to the Subservicing Agreement or the Mortgages, all in form and substance acceptable

to Freddie Mac, to the extent that such other information or documents may be requested of other Servicers or Servicing Agents

14. If the Servicing Agent provides notice to the Master Servicer of (i) a default or event of default under the Subservicing Agreement, or (ii) an act, event or circumstance indicating that, with the passage of time without cure would become an event of default under the Subservicing Agreement, then the Servicing Agent will also provide a copy of such notice to Freddie Mac **(see Directory 3)**. The Servicing Agent must also provide Freddie Mac **(see Directory 3)** with a written report from time to time upon request from Freddie Mac, containing such other information or documents as Freddie Mac may request with respect to the Subservicing Agreement or the Mortgages, all in form and substance acceptable to Freddie Mac, to the extent that such other information or documents may be requested of other Servicing Agents; and

15. Except as expressly required under the Guide or other applicable Purchase Document, Freddie Mac has no duty to provide notice to or otherwise deal with the Servicing Agent

(i) Termination or expiration of Subservicing Agreement

A Master Servicer must notify Freddie Mac **(see Directory 3)** in the event its Subservicing Agreement with an approved Servicing Agent expires or is terminated by either party within one Business Day of such an expiration or termination by submitting a new Form 479A. When the Form 479A is submitted, the Master Servicer must notify Freddie Mac as to whether the Master Servicer will service the designated Mortgages or the Master Servicer intends to engage a new Servicing Agent.

(ii) Suspension or disqualification of the Master Servicer or termination of Servicing

If Freddie Mac suspends or disqualifies the Master Servicer as an approved Freddie Mac Seller/Servicer or terminates Servicing with respect to the Master Servicer, then, notwithstanding any provision in the Subservicing Agreement entered into by and between the Master Servicer and an approved Servicing Agent with respect to the Servicing of Mortgages for Freddie Mac, Servicing Agent agrees that any such Subservicing Agreement shall, without notice, demand or other action, immediately terminate and be of no further force and effect. Immediately following any such event, the Master Servicer and the Servicing Agent shall work with Freddie Mac to transfer all Mortgage file documents and Servicing records in accordance with Freddie Mac's instructions and do any and all other acts that Freddie Mac, in its sole discretion, deems necessary to facilitate the transfer of Servicing to another Servicer designated by Freddie Mac. In such event, Freddie Mac, at its sole discretion, may contract separately with the Servicing Agent for the Servicing of the Mortgages which the Master Servicer was previously responsible for Servicing, and the Servicing Agent agrees to assume primary responsibility for Servicing such Mortgages in accordance with the terms of the Purchase Documents.

Notwithstanding any provision to the contrary in any Subservicing Agreement, in the event of the suspension or disqualification of the Servicing Agent as a Freddie Mac Servicer, then any such Subservicing Agreement shall, without notice, demand or other action, immediately terminate and be of no further force and effect with respect to Freddie Mac Mortgages. Immediately following any such suspension or disqualification, the Master Servicer and the Servicing Agent (as may be appropriate) shall execute and transfer all such Mortgage file documents and Servicing records and do all such acts as the Master Servicer may deem necessary to facilitate a transfer back to the Master Servicer of all of the Servicing Agent's Servicing obligations with respect to the Mortgages.

(iii) Transfer of records, document custody requirements and transfers of funds

Whenever the performance of a Master Servicer's Servicing obligations with respect to a Mortgage or group of Mortgages is to be undertaken by a new Servicing Agent or will be undertaken directly by a Master Servicer following the termination or expiration of a Subservicing Agreement with its former Servicing Agent, the Master Servicer and the Servicing Agent shall comply with the requirements of Section 8102.2.

(iv) Master Servicer indemnification of Freddie Mac

The Master Servicer shall, and hereby agrees to, indemnify Freddie Mac from and against any losses, damages, claims or expenses (including court costs and reasonable attorney fees) incurred by Freddie Mac as a direct or indirect consequence of the Servicing Agent's bankruptcy, insolvency, or failure to comply with any of the requirements of the Purchase Documents.

(b) Approval

A Master Servicer may not engage more than one Servicing Agent for Freddie Mac Mortgages being serviced under a particular Freddie Mac Seller/Servicer number at any one time.

A Master Servicer must obtain Freddie Mac's written approval to use a Servicing Agent before the Servicing Agent may commence any Servicing activities on behalf of the Master Servicer. For example, a Seller/Servicer that intends to engage a Servicing Agent to perform all Servicing obligations on behalf of the Seller/Servicer must obtain Freddie Mac's written approval to use that Servicing Agent prior to delivery of a Mortgage to Freddie Mac that it intends to be serviced by the Servicing Agent. In addition, with respect to a Concurrent or Subsequent Transfer of Servicing, a Transferee Servicer that intends to use a Servicing Agent with respect to the transferred Mortgages must obtain Freddie Mac's written approval before the Servicing Agent commences any Servicing activities on behalf of the Transferee/Master Servicer with respect to the transferred Mortgages. To request approval, the Master Servicer must submit a Form 479A to Freddie Mac **(see Directory 3)** executed by both the Master Servicer and the Servicing Agent. Freddie Mac reserves the right to disallow use or rescind

authorization of any Servicing Agent that it has determined does not service Mortgages according to Freddie Mac standards and the applicable Purchase Documents.

Freddie Mac will indicate approval, if appropriate, by executing and returning a copy of Form 479A to the Master Servicer and its Servicing Agent. Freddie Mac's approval is effective until a new Form 479A is received indicating a new Servicing Agent or the Master Servicer as responsible for Servicing the Mortgages. Relationships between a Master Servicer and Servicing Agent that are dormant for a year (e.g., no Servicing activity is performed by the Servicing Agent) will be terminated.

See Section 2404.7 regarding requirements relating to Servicing Agent access to the Service Loans application.

(c) Review of Servicing Agent

Before submitting the executed Form 479A, the prospective Master Servicer must carefully review the proposed Servicing Agent's procedures, methods of operation and minimum security standards, as set forth in Section 1401.5, for compliance with Freddie Mac's requirements. By submitting a Form 479A and proposing to use a particular Servicing Agent, the prospective Master Servicer shall be deemed to represent and warrant to Freddie Mac that it has carefully reviewed the Servicing Agent's procedures, methods of operation and minimum security standards for compliance with Freddie Mac's requirements and has determined that the Servicing Agent has demonstrated the ability to service Mortgages in accordance with such requirements by having satisfactorily serviced for a reasonable period of time an existing portfolio of Mortgages of the same types as the Mortgages to be serviced for Freddie Mac.

(d) Oversight and surveillance

The Master Servicer must establish an oversight and surveillance program to monitor its Servicing Agent's compliance with the Servicing requirements of the Guide and other Purchase Documents applicable to the Master Servicer. In establishing an oversight and surveillance program, a Master Servicer should consider adopting the best practices set forth in the *Servicing Agent Oversight and Surveillance Program Best Practices* document published on **http://www.freddiemac.com/singlefamily/pdf/master_surveillance.pdf**.

(e) Management experience of the Master Servicer

The Master Servicer must employ a seasoned Mortgage Servicing executive and experienced Mortgage Servicing staff to oversee the activities of the Servicing Agent, taking into consideration the volume of subserviced Mortgages and the complexity of the portfolio being serviced (e.g., non-performing high risk Mortgages). When determining the experience level, Master Servicers should consider the average years of experience, education, qualifications and demonstrated ability of the employee in relation to their respective levels of responsibility.

(f) Outsourced Vendors

Freddie Mac does not consider a Servicer's use of an Outsourced Vendor to constitute the use of a Servicing Agent. In addition, the use of an Outsourced Vendor does not require Freddie Mac's approval, unless otherwise provided in the Guide, Servicer's other Purchase Documents or Freddie Mac's eMortgage Guide. The Servicer must ensure that the Outsourced Vendor has:

i. Systems and software applications that function accurately and in compliance with all applicable laws

ii. Systems security that complies with industry standards and all applicable privacy and data breach laws

iii. A business continuity plan in place to maintain and restore the information for all Mortgages serviced for Freddie Mac in the event of a disaster or other interruption of business operations and processes, and

iv. Processes and procedures to ensure prompt and accurate responses to Borrowers. A Servicer that uses an Outsourced Vendor domiciled in, or who provides services to the Servicer from, an offshore location (i.e., not in any State) must apply the same requirements and ensure the same level of service and compliance that is applicable to an Outsourced Vendor domiciled in and providing services to the Servicer from a State. Both the Master Servicer and its Servicing Agent must ensure that a Servicing Agent's Outsourced Vendor complies with the Servicing requirements in the Guide and other Purchase Documents.

The use of an Outsourced Vendor does not relieve the Servicer of any of Servicer's responsibilities to Freddie Mac under the Purchase Documents.

The Servicer shall continue to be responsible and liable to Freddie Mac for all the actions and omissions of any Outsourced Vendor used by the Servicer in accordance with the terms of the Purchase Documents.

8102.1: Managing Servicing Agents (Future effective date 05/02/16)

(a) Servicer's and Servicing Agent's rights and responsibilities

The Servicer must service Mortgages purchased by Freddie Mac in accordance with the requirements of applicable law and the Purchase Documents. FHA, VA and Section 502 GRH Mortgages and Mortgages covered by mortgage insurance must be serviced in accordance with the Servicing requirements of the Purchase Documents and the applicable

FHA, VA, RHS or MI requirements. To the extent that those requirements may conflict with the Purchase Documents, the FHA, VA, RHS or MI requirements, as applicable, will control.

A Seller that is not also a Servicer must transfer Servicing to a Servicer in accordance with the requirements of Chapter 7101. The Servicer may request approval to transfer Servicing to another Servicer or designate another Servicer as its Servicing Agent.

A Servicing Agent must be an approved Freddie Mac Servicer, and must comply with all Freddie Mac Servicing requirements set forth in the Guide and other applicable Purchase Documents containing Servicing requirements (e.g., Servicing provisions that amend the Guide). The Master Servicer and the Servicing Agent agree and acknowledge that the Servicing Agent is only authorized to review and use Mortgage data, including, but not limited to, review and use of data through access to the Freddie Mac Service Loans application, related to the Mortgages for which the Servicing Agent has been engaged to perform the Servicing obligations of the Master Servicer.

Notwithstanding Freddie Mac's written approval of a Servicing Agent, in accordance with the provisions of Section 8102.1, and notwithstanding the actual performance by the Servicing Agent of all or a portion of the Master Servicer's Servicing responsibilities, Servicing Agent and Master Servicer agree (a) that they are jointly and severally liable to Freddie Mac and shall indemnify, defend and hold Freddie Mac harmless from and against any and all loss, damage or expense, including court costs and attorney fees arising out of or relating to the Master Servicer's failure to comply with any Servicing requirement in the Guide or other applicable Purchase Documents that is a result of, or caused by, the Servicing Agent's failure to comply with any Servicing requirements within the scope of its Subservicing Agreement or violation of its representations, warranties, covenants and agreements set forth in its executed Form 479A, Single-Family Servicing Agent Certification, and (b) that Freddie Mac may exercise any and all rights and remedies available under the Guide, other applicable Purchase Documents and applicable law against either or both the Master Servicer and/or the Servicing Agent for any such Servicing violation(s), provided however that under no circumstances will Freddie Mac be entitled to any duplicative recovery. The Master Servicer shall continue to be responsible and liable to Freddie Mac for all Servicing requirements and all representations and warranties, in accordance with the terms of the Purchase Documents.

Each Master Servicer and its Servicing Agent agree and fully understand that:

1. The Master Servicer must disclose all relevant Purchase Documents containing Servicing requirements to its Servicing Agent prior to execution of Form 479A

2. The Master Servicer must maintain systems and/or processes to effectively manage and oversee its Servicing Agent's performance under both the Subservicing Agreement and Form 479A executed by both the Master Servicer and Servicing Agent whereby the Servicing Agent, among other things, agreed to service the Mortgages in accordance with the Servicing requirements of the Purchase Documents

3. The Servicing Agent's rights under the Subservicing Agreement are subject and subordinate in all respects to all rights, powers and prerogatives of Freddie Mac under the Purchase Documents, at law and in equity. The Servicing Agent's rights under the Subservicing Agreement are without recourse to Freddie Mac of any kind whatsoever, such that the Servicing Agent's rights to perform the subservicing functions and to be compensated for the same (but not the Servicing Agent's indemnification rights, if any, against the Master Servicer) all pursuant to the Subservicing Agreement, are subject to extinguishment at any time. Freddie Mac's rights, powers and prerogatives include, without limitation, Freddie Mac's right to:

   - Suspend or terminate the Servicing contract with the Master Servicer (in whole or in part, and with or without cause), and/or

   - Suspend or terminate the Master Servicer and/or the Servicing Agent as an approved Freddie Mac Seller/Servicer (whether with cause or without cause)

4. The Servicing Agent has no right to assume any part or the entirety of the Master Servicer's Servicing contract with Freddie Mac

5. The Servicing Agent has no right to suspend or terminate Freddie Mac's Servicing contract with the Master Servicer (whether in whole or in part, or with or without cause) or the right to suspend or terminate the Master Servicer as an approved Freddie Mac Seller/Servicer or Servicer (whether with or without cause)

6. The Servicing Agent has no right to enter into a Transfer of Servicing or other agreement to transfer any rights or obligations under the Subservicing Agreement to a third party

7. The Servicing Agent is not a third-party beneficiary of any of the Purchase Documents between Freddie Mac and the Master Servicer

8. Freddie Mac is a third-party beneficiary of the Subservicing Agreement with respect to the rights of the Master Servicer and the duties and obligations owed by the Servicing Agent under the Subservicing Agreement with respect to the Mortgages serviced for Freddie Mac

9. The Servicing Agent has no interest in the Servicing contract between Freddie Mac and its Master Servicer

10. The Servicing Agent may only make any claims against Freddie Mac, arising out of or relating to its Subservicing Agreement or the Mortgages, through the Master Servicer

11. In any legal action or proceeding to defend or enforce Freddie Mac's rights with respect to Servicing the Mortgages under the applicable Purchase Documents or Freddie Mac's rights as a third-party beneficiary of the Subservicing Agreement, the prevailing party shall be entitled to recover attorney fees and expenses

12. The Master Servicer and Servicing Agent's execution of Form 479A and annual certification of Form 16SF constitutes both the Master Servicer's and its Servicing Agent's express written consent to permit Freddie Mac to have access to, or to have disclosed to Freddie Mac, or to receive copies of:

    i. Any and all Mortgage records pertaining to any Mortgage serviced by the Master Servicer and subserviced by its Servicing Agent

    ii. The Subservicing Agreement, and

    iii. Any and all other records, document, files, information and data maintained or held by the Servicing Agent (or by others on the Servicing Agent's behalf), which Freddie Mac considers necessary or desirable to determine or assess the correctness and completeness of the Mortgage records pertaining to any Mortgage serviced by the Master Servicer and subserviced by the Servicing Agent. Freddie Mac examines the records, documents, files, information and data to ensure that the Master Servicer and Servicing Agent are complying with the requirements of the Purchase Documents and that nothing in this consent shall diminish in any way Freddie Mac's ownership interest in and right to the Mortgage file and all data pertaining to the Mortgage.

13. On or before the 20th day (or if such day is not a Business Day, then the next succeeding Business Day) of each calendar month, the Master Servicer must provide Freddie Mac **(see Directory 3)** with a written report containing:

    i. Any notice of default or event of default under the Subservicing Agreement received or sent by the Master Servicer

    ii. Any notice of an act, event or circumstance indicating that, with the passage of time, without cure of such act, event or circumstance, there would be an event of default under the Subservicing Agreement received or sent by the Master Servicer, and

    iii. Such other information or documents that Freddie Mac may request with respect to the Subservicing Agreement or the Mortgages, all in form and substance acceptable to Freddie Mac, to the extent that such other information or documents may be requested of other Servicers or Servicing Agents

14. If the Servicing Agent provides notice to the Master Servicer of (i) a default or event of default under the Subservicing Agreement, or (ii) an act, event or circumstance indicating that, with the passage of time without cure would become an event of default under the Subservicing Agreement, then the Servicing Agent will also provide a copy of such notice to Freddie Mac **(see Directory 3)**. The Servicing Agent must also provide Freddie Mac **(see Directory 3)** with a written report from time to time upon request from Freddie Mac, containing such other information or documents as Freddie Mac may request with respect to the Subservicing Agreement or the Mortgages, all in form and substance acceptable to Freddie Mac, to the extent that such other information or documents may be requested of other Servicing Agents; and

15. Except as expressly required under the Guide or other applicable Purchase Document, Freddie Mac has no duty to provide notice to or otherwise deal with the Servicing Agent

(i) Termination or expiration of Subservicing Agreement

A Master Servicer must notify Freddie Mac **(see Directory 3)** in the event its Subservicing Agreement with an approved Servicing Agent expires or is terminated by either party within one Business Day of such an expiration or termination by submitting a new Form 479A. When the Form 479A is submitted, the Master Servicer must notify Freddie Mac as to whether the Master Servicer will service the designated Mortgages or the Master Servicer intends to engage a new Servicing Agent.

(ii) Suspension or disqualification of the Master Servicer or termination of Servicing

If Freddie Mac suspends or disqualifies the Master Servicer as an approved Freddie Mac Seller/Servicer or terminates Servicing with respect to the Master Servicer, then, notwithstanding any provision in the Subservicing Agreement entered into by and between the Master Servicer and an approved Servicing Agent with respect to the Servicing of Mortgages for Freddie Mac, Servicing Agent agrees that any such Subservicing Agreement shall, without notice, demand or other action, immediately terminate and be of no further force and effect. Immediately following any such event, the Master Servicer and the Servicing Agent shall work with Freddie Mac to transfer all Mortgage file documents and Servicing records in accordance with Freddie Mac's instructions and do any and all other acts that Freddie Mac, in its sole discretion, deems necessary to facilitate the transfer of Servicing to another Servicer designated by Freddie Mac. In such event, Freddie Mac, at its sole discretion, may contract separately with the Servicing Agent for the Servicing of the Mortgages which the Master Servicer was previously responsible for Servicing, and the Servicing Agent agrees to assume primary responsibility for Servicing such Mortgages in accordance with the terms of the Purchase Documents.

Notwithstanding any provision to the contrary in any Subservicing Agreement, in the event of the suspension or disqualification of the Servicing Agent as a Freddie Mac Servicer, then any such Subservicing Agreement shall, without notice, demand or other action, immediately terminate and be of no further force and effect with respect to Freddie Mac Mortgages. Immediately following any such suspension or disqualification, the Master Servicer and the Servicing Agent (as may be appropriate) shall execute and transfer all such Mortgage file documents and Servicing records and do all such acts as the Master Servicer may deem necessary to facilitate a transfer back to the Master Servicer of all of the Servicing Agent's Servicing obligations with respect to the Mortgages.

(iii) Transfer of records, document custody requirements and transfers of funds

Whenever the performance of a Master Servicer's Servicing obligations with respect to a Mortgage or group of Mortgages is to be undertaken by a new Servicing Agent or will be undertaken directly by a Master Servicer following the termination or expiration of a Subservicing Agreement with its former Servicing Agent, the Master Servicer and the Servicing Agent shall comply with the requirements of Section 8102.2.

(iv) Master Servicer indemnification of Freddie Mac

The Master Servicer shall, and hereby agrees to, indemnify Freddie Mac from and against any losses, damages, claims or expenses (including court costs and reasonable attorney fees) incurred by Freddie Mac as a direct or indirect consequence of the Servicing Agent's bankruptcy, insolvency, or failure to comply with any of the requirements of the Purchase Documents.

(b) Approval

A Master Servicer may not engage more than one Servicing Agent for Freddie Mac Mortgages being serviced under a particular Freddie Mac Seller/Servicer number at any one time.

A Master Servicer must obtain Freddie Mac's written approval to use a Servicing Agent before the Servicing Agent may commence any Servicing activities on behalf of the Master Servicer. For example, a Seller/Servicer that intends to engage a Servicing Agent to perform all Servicing obligations on behalf of the Seller/Servicer must obtain Freddie Mac's written approval to use that Servicing Agent prior to delivery of a Mortgage to Freddie Mac that it intends to be serviced by the Servicing Agent. In addition, with respect to a Concurrent or Subsequent Transfer of Servicing, a Transferee Servicer that intends to use a Servicing Agent with respect to the transferred Mortgages must obtain Freddie Mac's written approval before the Servicing Agent commences any Servicing activities on behalf of the Transferee/Master Servicer with respect to the transferred Mortgages. To request approval, the Master Servicer must submit a Form 479A to Freddie Mac **(see Directory 3)** executed by both the Master Servicer and the Servicing Agent. Freddie Mac reserves the right to disallow use or rescind authorization of any Servicing Agent that it has determined does not service Mortgages according to Freddie Mac standards and the applicable Purchase Documents.

Freddie Mac will indicate approval, if appropriate, by executing and returning a copy of Form 479A to the Master Servicer and its Servicing Agent. Freddie Mac's approval is effective until a new Form 479A is received indicating a new Servicing Agent or the Master Servicer as responsible for Servicing the Mortgages. Relationships between a Master Servicer and Servicing Agent that are dormant for a year (e.g., no Servicing activity is performed by the Servicing Agent) will be terminated.

See Section 2404.7 regarding requirements relating to Servicing Agent access to the Service Loans application.

(c) Review of Servicing Agent

Before submitting the executed Form 479A, the prospective Master Servicer must carefully review the proposed Servicing Agent's procedures, methods of operation and minimum security standards, as set forth in Section 1401.5, for compliance with Freddie Mac's requirements. By submitting a Form 479A and proposing to use a particular Servicing Agent, the prospective Master Servicer shall be deemed to represent and warrant to Freddie Mac that it has carefully reviewed the Servicing Agent's procedures, methods of operation and minimum security standards for compliance with Freddie Mac's requirements and has determined that the Servicing Agent has demonstrated the ability to service Mortgages in accordance with such requirements by having satisfactorily serviced for a reasonable period of time an existing portfolio of Mortgages of the same types as the Mortgages to be serviced for Freddie Mac.

(d) Oversight and surveillance

The Master Servicer must establish an oversight and surveillance program to monitor its Servicing Agent's compliance with the Servicing requirements of the Guide and other Purchase Documents applicable to the Master Servicer. In establishing an oversight and surveillance program, a Master Servicer should consider adopting the best practices set forth in the *Servicing Agent Oversight and Surveillance Program Best Practices* document published on **http://www.freddiemac.com/singlefamily/pdf/master_surveillance.pdf**.

(e) Management experience of the Master Servicer

The Master Servicer must employ a seasoned Mortgage Servicing executive and experienced Mortgage Servicing staff to oversee the activities of the Servicing Agent, taking into consideration the volume of subserviced Mortgages and the complexity of the portfolio being serviced (e.g., non-performing high risk Mortgages). When determining the experience level, Master Servicers should consider the average years of experience, education, qualifications and demonstrated ability of the employee in relation to their respective levels of responsibility.

(f) Outsourced Vendors

Freddie Mac does not consider a Servicer's use of an Outsourced Vendor to constitute the use of a Servicing Agent. In addition, the use of an Outsourced Vendor does not require Freddie Mac's approval, unless otherwise provided in the Guide, Servicer's other Purchase Documents or Freddie Mac's eMortgage Guide. The Servicer must ensure that the Outsourced Vendor has:

i. Systems and software applications that function accurately and in compliance with all applicable laws

ii. Systems security that complies with Section 1302.2 industry standards and all applicable privacy and data breach laws

iii. A business continuity plan in place to maintain and restore the information within a pre-determined time frame for all Mortgages serviced for Freddie Mac in the event of a disaster or other interruption of business operations and processes, and

iv. Processes and procedures to ensure prompt and accurate responses to Borrowers. A Servicer that uses an Outsourced Vendor domiciled in, or who provides services to the Servicer from, an offshore location (i.e., not in any State) must apply the same requirements and ensure the same level of service and compliance that is applicable to an Outsourced Vendor domiciled in and providing services to the Servicer from a State. Both the Master Servicer and its Servicing Agent must ensure that a Servicing Agent's Outsourced Vendor complies with the Servicing requirements in the Guide and other Purchase Documents.

The use of an Outsourced Vendor does not relieve the Servicer of any of Servicer's responsibilities to Freddie Mac under the Purchase Documents.

The Servicer shall continue to be responsible and liable to Freddie Mac for all the actions and omissions of any Outsourced Vendor used by the Servicer in accordance with the terms of the Purchase Documents.

8102.2: Obligations upon termination or expiration of Subservicing Agreement (03/02/16)

(a) Servicing obligations undertaken by new Servicing Agent or by the Master Servicer

Whenever the Master Servicer's Servicing obligations are undertaken by a new Servicing Agent (e.g., due to the termination or expiration of the Subservicing Agreement with a prior Servicing Agent) or performed directly by the Master Servicer itself, the Master Servicer and, if applicable, the new Servicing Agent must complete and submit **(see Directory 3)** the following information to Freddie Mac at least 30 days before the date the new Servicing Agent commences Servicing of the Mortgages:

- A fully executed Form 479A, Single-Family Servicing Agent Certification, signed by both the Master Servicer and, if applicable, the new Servicing Agent, with a list of the specified Mortgage types and Mortgages with specified features included in the subservicing arrangement including, but not limited to, Mortgages in active alternatives to foreclosure and the terms of such alternatives, and

- A list of Mortgages that will be serviced by the new Servicing Agent or by the Master Servicer directly

(b) Mortgages modified electronically

Home Affordable Modification Program (HAMP®) Mortgages are the only Mortgages that may be modified using Electronic, as defined in Chapter 1401, modification agreements. If the portfolio being transferred as part of the subservicing arrangement includes Mortgages that have been modified electronically, the Servicer that is transferring the Mortgage documents and Servicing records must indicate on Form 479A that:

- The modification agreement is Electronic
- Provide a list of such Mortgages, and
- Indicate the name of the repository holding the Electronic modification agreement

See Section 9205.20 for requirements governing the HAMP eModification Agreement.

Freddie Mac will indicate approval, if appropriate, by providing the signed Form 479A to the Master Servicer and, if applicable, the new Servicing Agent.

(c) Denied Form 479A requests

Freddie Mac reserves the right to deny a Master Servicer's request to use a new Servicing Agent or to undertake Servicing directly. Freddie Mac may provide the Master Servicer written notice of the denial, but is not obligated to provide a written notice explaining the reason for denial. In the event Freddie Mac denies a Master Servicer's request to use a new Servicing Agent or undertake Servicing directly, the Master Servicer agrees to work with Freddie Mac to identify a new Servicing Agent or engage in a Subsequent Transfer of Servicing of the Mortgages to a Transferee Servicer in accordance with the requirements of Chapter 7101.

(d) Freddie Mac's rights

Any unauthorized Servicing of Freddie Mac Mortgages by a new Servicing Agent or by the Master Servicer constitutes grounds for suspension or disqualification of both the Master Servicer and the purported Servicing Agent as Seller/Servicers. In addition, Freddie Mac may exercise any of its other rights under the Purchase Documents.

Freddie Mac may perform a post-transfer review following establishment of the subservicing arrangement, which may include onsite visits, to determine whether the Master Servicer and Servicing Agent, as applicable, complied with the requirements of the Guide and applicable Purchase Documents.

(e) Master Servicer and Servicing Agent reviews

The Master Servicer, the former Servicing Agent and, if applicable, the new Servicing Agent must participate with each other to conduct a due diligence review on the transferred Mortgages, Mortgage files, Servicing data and records, Custodial Accounts, if applicable, obligations under the Purchase Documents and any alternative to foreclosure and provide to the Servicer that will perform the Servicing obligations with any missing data, documents or

other information necessary for that Servicer to perform its obligations in accordance with the Guide, applicable Purchase Documents, terms of the Mortgage and applicable alternatives to foreclosure.

(f) Servicer to perform the Servicing obligations

The Servicer that will perform the Servicing obligations must perform a due diligence review on the transferred Mortgages and on any Custodial Accounts, and be aware of any obligations under the Purchase Documents and any alternative to foreclosure, whether offered and outstanding or currently in place with a Borrower. The Servicer that will be performing the Servicing obligations must ensure that its due diligence efforts include, but are not limited to, a review of the following information:

1. Reports and data that confirm and support information provided to the Servicer

2. Pertinent reports prepared by internal or external auditors, including any recently completed Freddie Mac audit

Upon request, the Master Servicer and any Servicing Agent must provide to Freddie Mac the post-transfer review results.

(g) Servicing reporting

Beginning with reports due for the reporting cycle immediately following the day the new Servicing Agent or Master Servicer undertakes the performance of the Servicing obligations, all Servicing reports, whether required to be submitted electronically or by paper copy, must be submitted in the name and Seller/Servicer number of the Master Servicer.

(h) Transfer of Mortgage and REO files

No later than 30 days after the new Servicing Agent or Master Servicer undertakes the performance of the Servicing obligations, the Servicer that was performing the Servicing obligations must deliver to the new Master Servicer, or, if applicable, the new Servicing Agent, the following records for each Mortgage and REO for which Servicing is transferred:

1. **Mortgage file**: The Mortgage file that the Servicer is required to maintain in accordance with Chapter 3302

   - If the Servicer that was performing the Servicing obligations does not have the same form of document and records maintenance (photographic, photostatic, microfilm, microfiche, electronic imaging, optical disk or laser disk storage) as the new Servicer Agent or Master Servicer, then the former Servicer must either convert the documents and records to the form of storage utilized by the new Servicer Agent or Master Servicer or generate paper copies of all documents and records for the new Servicer Agent or Master Servicer

- Effective for Mortgages with Note Dates on or after July 1, 2013, Servicers may no longer make copies of original paper Mortgage file documents for any Mortgage file documents (excluding the paper original Mortgage file documents specified in Section 3302.2, which must always be maintained and stored as paper originals) using microfilm or microfiche. Servicers may copy original paper Mortgage file documents using scanning systems commonly used in the regular course of business at this time, and maintain copies of such documents as Portable Document Format (PDF), Tagged Image File (TIF) format, Joint Photographic Experts Group (JPEG) format or other electronic document formats commonly used in the regular course of business at this time.

2. **Payment history:** The complete history of Mortgage payments and, if applicable, Escrow disbursements (including the most recent Escrow analysis), with supporting documentation, from the Origination Date of the Mortgage

3. **Correspondence and reports:** Copies of all correspondence with, and reports to, the Borrowers and, as applicable, FHA, VA, RHS, MIs, Freddie Mac and any government authority

4. **Notice of transfer:** A copy of the notice to the Borrowers regarding the change in entity performing the Servicing obligations (e.g., change of payment address)

5. **REO history:** If REO is being serviced, the complete history of receipts, expenditures and management and marketing activities (including copies of any filed MI claims) with supporting documentation from the date the REO was acquired

(i) Transfer of portfolio records

No later than the date the new Servicing Agent or Master Servicer undertakes the performance of the Servicing obligations, the Servicer must deliver to the new Servicing Agent or Master Servicer that will perform the Servicing obligations the following records for the Mortgages and REO that will be serviced by such Servicing Agent or Master Servicer:

1. **Service contracts:** Copies of tax and flood hazard determination service contracts, if applicable

2. **Unpaid charges:** A list of Escrowed charges due and unpaid as of the date the new Servicing Agent or Master Servicer undertakes the performance of the Servicing obligations

3. **Trial balances:** Trial balances, as of the close of the last Business Day immediately preceding the date on which the performance of Servicing obligations will transition to the new Servicing Agent or back to the Master Servicer, showing:

   - Transfers of Ownership, payoffs and other Servicing exceptions in process

- Escrows, Escrow advances and prepayments
- Where applicable, buydown accounts and balances
- Delinquencies, foreclosures, bankruptcies and REO

4. **Automatic payments:** A list of Mortgages subject to automatic drafting of monthly payments along with Borrower authorization and all necessary information to continue without interruption, electronic payments on the Borrower's Mortgage, to the extent permitted by applicable law

5. **Insurance policies:** A list of Mortgages showing expiration dates of the insurance policies on the Mortgaged Premises, whether or not premiums for these policies were Escrowed

6. **Other documents:** Ledger records and definitions of codes used in ledger records, trial balances or any other documents required by Freddie Mac to be transferred to the Servicing Agent or Master Servicer that is undertaking the performance of the Servicing obligations

   - **Custodial Accounts (if applicable):** A copy of the depository institution's reconciliation, as of the close of the bank's last business day immediately preceding the date on which the performance of Servicing obligations will transition to the new Servicing Agent or back to the Master Servicer, for each Custodial Account maintained in accordance with Chapter 8304

   - **Freddie Mac reports:** Copies of all Servicing and accounting reports filed with Freddie Mac for the three months immediately preceding the date on which the performance of Servicing obligations will transition to the new Servicing Agent or back to the Master Servicer

(j) Notices to the Borrower

The Servicer that is ceasing performance of the Servicing obligations must provide timely notice to the Borrowers to ensure a smooth transition, avoid disruption in Mortgage payments and otherwise comply with applicable laws and regulations. The Servicer must provide written notice to each Borrower at least 15 days before the first payment is due to be received by the Servicer Agent or Master Servicer that is undertaking the performance of the Servicing obligations.

(k) Master Servicer's or new Servicing Agent's notice to the Borrower

The Master Servicer or its new Servicing Agent, whichever is undertaking the performance of the Servicing obligations, must provide to each Borrower written confirmation of the information in the notice to the Borrowers provided by the Servicer that is ceasing performance of the Servicing obligations within 15 days before the date the first payment is due to be received by the Master Servicer or its Servicing Agent, as applicable.

(l) Notice requirements

The notice must advise the Borrower of the following:

1. The date the new Servicing Agent or Master Servicer undertakes the performance of the Servicing obligations

2. The name and address of the Servicer undertaking the performance of the Servicing obligations

3. The names and telephone numbers of the contact persons or departments where the Borrowers' inquiries relating to the transfer should be directed. (If toll-free numbers are not available, the letter must indicate that collect calls will be accepted.) Such names and telephone numbers must be provided for the party previously performing the Servicing obligations as well as the new Servicing Agent or Master Servicer undertaking the performance of the Servicing obligations.

4. The date when the party previously performing the Servicing obligation will no longer collect the Borrowers' payments and when the new Servicing Agent or Master Servicer undertaking the performance of the Servicing obligations will begin to collect them

5. Procedures for maintenance of automatic draft payments, if applicable. Every effort must be made to continue, without interruption, electronic payments on the Borrower's Mortgage, to the extent permitted by applicable law.

The notice may not amend the terms of a Mortgage other than those relating to where to send payments.

The Master Servicer and any Servicing Agent must ensure that their staff and facilities are adequately prepared to process Servicing and accounting transactions and to respond to Borrower inquiries during the transfer transition period. The Servicing Agent or Master Servicer undertaking the performance of the Servicing obligations must assume responsibility for responding to Borrower inquiries received after the date of such undertaking. If any Servicing or accounting problem cannot be resolved without the involvement of the Servicer that was performing the Servicing obligations, the new Servicing Agent or Master Servicer undertaking the performance of the Servicing obligations, and not the Borrower, should initiate the contact with the prior Servicer.

During the transfer transition period, the Servicers involved must make reasonable efforts to resolve disputes to the Borrowers' satisfaction when such disputes arise from legitimate Borrower misunderstanding of instructions in the notices to the Borrower. Late charges must be waived and, if applicable, appropriate adjustments to payment and credit records made for misapplied or unapplied payments due to a payment received by the Servicer that was performing the Servicing obligation instead of the new Servicing Agent or Master Servicer undertaking the performance of the Servicing obligations.

Within one day of receipt, the Servicer that was performing the Servicing obligations must deliver to the Servicing Agent or Master Servicer undertaking the performance of the Servicing obligations any funds for, or correspondence regarding, any of the transferred Mortgages and REO received on or after the date the Servicing Agent or Master Servicer undertakes the performance of the Servicing obligations.

Chapter 8103: Servicer accounting and application of payments

8103.1 Servicer fiscal responsibilities (03/02/16)

The Servicer must prepare its balance sheet and other financial statements that clearly reflects the sale of Mortgages to Freddie Mac as a sale of assets. This is required in addition to the file identification and marking of accounting records required elsewhere in this Guide.

8103.2: Mortgage accounting records (03/02/16)

(a) Permanent records

The Servicer must maintain permanent Mortgage accounting records for each Mortgage sold to Freddie Mac. The records must indicate Freddie Mac's Percentage of Participation in each Mortgage and must contain the complete Freddie Mac nine-digit loan number assigned to the Mortgage.

(b) Accounting system

Freddie Mac requires that the Servicer's Mortgage accounting system be able to produce an account transcript for each Mortgage, itemizing the following in chronological order:

- The date, amount and breakdown of principal, interest and Negative Amortization of each payment
- The date to which interest is paid
- The date, amount and nature of each disbursement, advance, adjustment or other transaction affecting the amounts due from or to the Borrower

The system must also be capable of providing:

- The current outstanding principal balance and Negative Amortization of the Mortgage
- The current Escrow (impound) balance
- Disclosure of any insufficiency in Escrow balances for a Mortgage

(c) Accounting principles

The Servicer must maintain the accounts and records for Freddie Mac-owned Mortgages according to sound and generally accepted accounting principles in a manner that permits

Freddie Mac's representatives or designees to examine and audit these accounts and records at any time.

8103.3: Accounting methods (03/02/16)

(a) Amortization method

The Servicer must use the amortization method of individual loan accounting, with interest calculated in arrears, for each Mortgage it services for Freddie Mac. Under this method, an individual Mortgage payment is applied to interest and principal by first calculating the interest portion and then applying the balance of the payment as a principal reduction.

Unless otherwise specifically required by law, the interest portion of the payment must be determined by computing one full month's interest on the outstanding principal balance (Exhibit 62, Interest Calculation: Amortization Method) regardless of the day on which the payment is actually received. To determine the interest due for the month, multiply the outstanding principal balance by the interest rate of the Mortgage and divide by 12.

Factors used for interest calculations must be carried to at least six decimal places, then rounded to the nearest decimal place based on the third digit. After applying the interest portion of the payment, the remainder is applied to principal.

The Fannie Mae/Freddie Mac Uniform Instruments provide for this amortization method, unless the law of the State where the Mortgaged Premises are located specifically requires a different method. If applicable law specifically requires a different method, the Servicer must so notify Freddie Mac **(see Directory 7)** in writing before remitting payments to Freddie Mac. When computations involve multiple installments, such as several delinquent installments, the interest from each may be computed using the same principal balance (Exhibit 63, Interest Calculation: Amortization Method). The amount to be applied to interest from each installment also may be calculated in succession, using the principal balance remaining after the previous calculation and principal application (Exhibit 64, Interest Calculation: Amortization Method). Similarly, a method that strictly applies payments according to a predetermined amortization schedule is also acceptable.

For Initial Interest℠ Mortgages, the monthly payment will be interest-only followed by fully amortizing principal and interest payments beginning on the First Amortizing Payment Date. For Initial Interest Mortgages, Servicers must have the ability to produce monthly payment statements for Borrowers.

In addition, for Initial Interest 3/1, 5/1 and 7/1 10-year Interest Only Period ARMs, Servicers must be able to track the first Interest Change Date and the First Amortizing Payment Date separately.

(b) Interest calculations involving a period of less than one month

For interest calculations involving a period of less than one month (for example, Mortgages paid in full or third-party sales), the amount of interest must be based on actual days and a 365-day year.

(c) Interest-in-advance

Freddie Mac does not permit the use of the prepaid interest or interest-in-advance methods on Mortgages purchased. Any Servicer using the interest-in-advance method must convert to the interest-in-arrears method for Mortgages purchased by Freddie Mac before delivering the Mortgages to Freddie Mac.

8103.4 Application of payments: general (03/02/16)

Except as described in Sections 8103.5 through 8103.7 all payments of the monthly installment due shall be applied as specified in the Security Instrument.

8103.5: Application of payments: differences in collection (03/02/16)

For each Mortgage, all payments received must equal or exceed the monthly principal, interest and Escrow, if applicable, unless a deficiency of $50 or less occurs. The Servicer must not create a payment deficiency by deducting a late charge from the regular monthly payment. Refer to Section 9102.2 for further information on late charge collections.

A Mortgage payment, including Escrow amounts that is deficient by $50 or less may be:

- Applied by reducing the amount credited to the Escrow balance
- Credited to an unapplied or suspense funds account until a full payment is received
- Returned to the Borrower for a complete payment

If the deficiency exceeds $50, the partial payment must be either credited to unapplied or suspense funds until a full payment is received or returned to the Borrower.

Partial payments received from a Borrower during a repayment plan must be held in Freddie Mac's Escrow Custodial Account until a full payment is received.

Refer to Section 8302.4 for requirements regarding the deposit of partial payments to the Escrow Custodial Account.

Checks returned because of insufficient funds must be reflected as a complete reversal of the most recent Escrow, interest, Negative Amortization and principal application.

8103.6: Application of payments: Mortgage paid in full (03/02/16)

(a) General Servicer responsibilities

The Servicer must determine and accept the amount required to pay a Mortgage in full, including the interest to the payoff date and remit the total proceeds due Freddie Mac. The Servicer is responsible for providing payoff amounts to individual Borrowers or their agents and is liable to Freddie Mac for any errors in the amount of any payoff.

The Servicer must take all actions required by law, within statutory time limits, to release the lien and discharge the debt of a Mortgage that has been paid in full (paid off). The Servicer agrees to hold Freddie Mac, its successors and assigns, harmless from and against any and all losses, claims, demands, actions, suits, damages, costs and expenses (including reasonable attorney fees) of every nature and character that may arise or be asserted against or be incurred by Freddie Mac as a result of the Servicer's failure to comply with applicable law.

If the Mortgage is evidenced by a Security Instrument, or is insured or guaranteed under a federal program, that prohibits the charging of a release or reconveyance fee upon payoff, the Servicer may not charge such a fee even if permitted to do so under applicable law. This prohibition extends to trustees in deed of trust jurisdictions and applies to "release" fees, "processing" fees, "forwarding" fees, "document preparation" fees and similarly denominated charges. In deed of trust jurisdictions, a Servicer must not knowingly employ or retain a trustee who charges Borrowers for reconveyance services.

If permitted to do so under applicable law and the Security Instrument, the Servicer may charge the Borrower for the actual cost of recording the release or reconveyance.

The Servicer must request the release of the Note and other documents held by the Document Custodian in accordance with Section 8107.1 for a Mortgage that has been paid in full. The Servicer must comply with any and all statutory requirements and timeframes regarding disposition of the Note, which may require returning the Note to the Borrower following pay off.

Payoff proceeds received by the Servicer must be remitted and reported to Freddie Mac in accordance with applicable provisions of Chapters 8303 and 8304.

(b) Prepayment Penalty Mortgages

With respect to a Prepayment Penalty Mortgage, the Servicer must collect the amount of the prepayment penalty provided for in and under the conditions specified in the Mortgage loan instruments and:

1. For Prepayment Penalty Mortgages sold to Freddie Mac prior to October 14, 2005, the Servicer must not assess or collect a prepayment penalty if either:

- The proceeds received for the payoff of the Mortgage are from the sale of the Mortgaged Premises, or

- The payoff of the Mortgage is received from any source, including insurance proceeds, in connection with the workout of a delinquent Mortgage or due to a default under the terms of Security Instrument

2. For Prepayment Penalty Mortgages sold to Freddie Mac on and after October 14, 2005, the Servicer must not assess or collect a prepayment penalty if either:

   - The proceeds received for the payoff of the Mortgage are from the sale of the Mortgaged Premises and the prepayment period is more than three years or

   - The payoff of the Mortgage is received from any source, including insurance proceeds, in connection with the workout of a delinquent Mortgage or due to a default under the terms of the Security Instrument

(c) FHA/VA and Section 502 GRH Mortgages

For FHA/VA and Section 502 GRH Mortgages, any notice of prepayment or entitlement to interest past the date of payment-in-full must be waived by the Servicer on behalf of Freddie Mac. Escrow balances may be either credited to the mortgagor or returned separately.

When an FHA Mortgage is paid in full, the Servicer must collect the amounts due FHA for the adjusted prepayment premium and for pro rata earned Mortgage insurance premiums. The Servicer must then complete any required notice and submit it directly to FHA with the required remittances.

(d) Buydown accounts

Any funds remaining in the buydown account of a Mortgage prepaid in full must be released according to the terms of the buydown agreement.

For further explanation of procedures to be followed in regard to conventional, FHA/VA and Section 502 GRH Mortgage payments-in-full, see Section 8303.9.

8103.7: Application of payments: partial prepayments (curtailments) (03/02/16)

The Servicer may accept partial prepayments of principal in any amount according to the terms of the Note. Upon request by the Borrower, the monthly principal and interest installments may be recalculated, provided that:

- The monthly payments are current

- There is no extension of the Note maturity date or the maturity date calculated in accordance with any modification agreement in force at the time of Freddie Mac's purchase of the Mortgage
- FHA, VA, RHS or MI approval is obtained, if applicable
- The rate of interest stated in the Note remains unchanged

The Servicer may determine, in its discretion and in compliance with applicable law, whether to require:

- A modification agreement executed by both the Borrower and the Servicer, or
- A Servicer-executed modification agreement

The Servicer must send a copy of the modification agreement to Freddie Mac (see **Directory 3**) by the last Business Day of the month of the effective date of the new payment. If the number of Mortgages that the Servicer is modifying in accordance with this section exceeds a total of ten in a given month, then the Servicer must complete and attach Form 1102, Modified Principal and Interest Payment, with its submission to Freddie Mac, including information for all such modifications.

If the original Security Instrument was registered with MERS®, the Servicer must execute the modification agreement on behalf of MERS. Freddie Mac does not need to approve any modification meeting the requirements in this Section 8103.7.

Freddie Mac will update its systems with the newly modified principal and interest payment as set forth in the modification agreement. The Servicer must also report and remit the new payment in accordance with the requirements in Chapter 8303.

The Servicer warrants that with respect to any modification agreement completed under this section, that the modified Mortgage retains its First Lien position and is fully enforceable at the time of modification, throughout its modified term and during any bankruptcy or foreclosure proceeding involving the Mortgage.

Freddie Mac's execution of any document submitted by the Servicer does not imply that it has reviewed the document for legal adequacy. This is the Servicer's responsibility. When required by local law or practice, the Servicer must obtain the consent of any statutory or contractual lienholder and binding confirmation by the title insurer that no loss in priority of the lien is incurred. The Servicer must make any necessary recordation. To the extent of local law and practice, the Servicer may require the Borrower to reimburse the Servicer's costs and pay expenses incurred in preparing or recording the modification agreement.

The Servicer must send one original modification agreement to the Document Custodian in accordance with the timing and other requirements of Section 9206.17; except for any Mortgage that is modified using a Servicer-executed modification agreement, the Servicer must send such agreement to the Document Custodian within 25 days of the Modification Effective Date. The

Servicer must refer to Section 8103.7 for Freddie Mac's accounting requirements regarding this subject.

Principal curtailments can be made any Business Day of the month and must be applied no later than the day on which the curtailment is received. To determine the interest due for the next monthly payment, multiply the UPB by the interest rate of the Mortgage and divide by 12.

Funds received in consideration of a partial release of the Mortgaged Premises or the taking of the Mortgaged Premises in whole or in part by eminent domain will be applied as instructed by Freddie Mac in accordance with Sections 8401.1 and 8401.2.

(a) ARMs

For ARMs, curtailments must first be applied as a reduction of Negative Amortization and then as a reduction to principal. Both applications must be reported as principal due Freddie Mac in the loan-level transaction.

(b) Computing interest

For computing interest, each partial prepayment received after the Accounting Cycle Cutoff of the monthly installment will be credited as of the Due Date of the next monthly installment. The interest portion of the next installment must be computed on the principal balance before crediting the partial prepayment. If curtailment interest is collected at the time of the partial prepayment, the interest portion of the next installment due is then computed on the principal balance after curtailment.

(c) Modifications

Modifications on Home Mortgages that result in reduced monthly payments due to curtailments may be approved by the Servicer without Freddie Mac's approval, provided that:

- The monthly payments are current
- There is no extension of the Note maturity date or the maturity date calculated in accordance with any modification agreement in force at the time of Freddie Mac's purchase of the Mortgage
- MI, VA, RHS or FHA approval is obtained, if applicable
- The Note Rate remains unchanged; and
- The modification is reflected in a written agreement and processed in accordance with the requirements in Section 8103.7

Except as otherwise stated in the Guide or applicable Purchase Documents, the Servicer must obtain Freddie Mac's prior written approval before entering into a modification with a Borrower.

(d) Initial Interest℠ Mortgages

For Initial Interest℠ Mortgages, if the Borrower makes a principal curtailment during the Interest Only Period, then the next interest-only payment must be recalculated based on the new UPB. For an Initial Interest 3/1, 5/1 and 7/1 10-year Interest Only Period ARM, if there is a principal curtailment during the period when the interest rate has begun adjusting annually but the monthly payments are still interest-only, the Servicer must continue to recalculate the next interest-only payment based on the new UPB until the end of the Interest Only Period; after the Interest Only Period, the monthly payment should be recalculated in accordance with the Servicer's standard processes for ARMs.

If the Borrower makes a principal curtailment during the Interest Only Period, then the next interest only payment must be recalculated based on the new UPB. The Servicer must remit interest based on the new UPB to Freddie Mac in the accounting cycle immediately following the date the Borrower made the principal curtailment.

Servicers must be able to comply with the terms of the Initial Interest Note and calculate (or recalculate) the first fully amortizing principal and interest payment based on the UPB after application of any partial prepayment received on or before the last interest only payment due date.

Before the effective date of any change in the Borrower's monthly payment, the Servicer must deliver or mail the Borrower a notice of such change. The notice must include the information required in the loan instruments or by applicable law, and must also include the following:

1. Name and address of Borrower
2. Address of property
3. Loan number
4. Change in monthly payment
5. New monthly payment amount
6. Reason for change (i.e., reduction in UPB; loan becomes fully amortizing; change in interest rate, if an ARM)
7. Title and telephone number of a person who will answer any questions

8103.8: Reapplication of prior repayments (03/02/16)

The Servicer may not automatically reapply prior prepayments or accumulated prepayments for payment of subsequent installments. Payments advanced to satisfy future installments must be accounted for as advanced (prepaid) installments of principal and interest. The Servicer should contact the Borrower if there is a question about the Borrower's intent.

8103.9: Accounting with respect to delinquency relief (03/02/16)

Freddie Mac's Servicing requirements regarding delinquency relief are described in Chapter 9203. These sections should be read in conjunction with the accounting requirements in this section.

When delinquency relief has been granted, the Servicer must apply funds collected from the Borrower according to the governing Note or repayment agreement. Regardless of cash collected from the Borrower, the Servicer must report to Freddie Mac in accordance with the net yield reporting concept. Freddie Mac will receive its proportionate share of principal collections and the Accounting Net Yield interest for the monthly reporting period.

Section 8303.16 sets forth the monthly reporting requirements.

Chapter 8104: Special Servicing

8104.1 Servicing Texas Equity Section 50(a)(6) Mortgages (03/02/16)

The Servicer must have in place adequate procedures to receive and timely respond to Borrower inquiries, claims of defects, and other complaints (whether or not the Borrower specifically references Article XVI Section 50(a)(6) of the Texas Constitution) received in connection with a Texas Equity Section 50(a)(6) Mortgage. In addition, if the Servicer receives a Borrower notification of the lender's failure to comply, or otherwise discovers that the lender or Servicer has failed to comply, with the provisions of Article XVI of the Texas Constitution with respect to a Texas Equity Section 50(a)(6) Mortgage, it must notify Freddie Mac within seven Business Days of receipt **(see Directory 5)** of the notification or discovery and provide Freddie Mac with a copy of the notification and/or related information. The Servicer must cure all curable defects related to the origination of the Mortgage in accordance with the provisions of Section 50(a)(6) of Article XVI of the Texas Constitution within the time period specified in Section 50(a)(6). Refer to Section 9206.13 for additional notification and other requirements with respect to a complaint or objection to a Trial Period Plan or mortgage modification.

8104.2: Biweekly payment plans (03/02/16)

A Borrower may choose to enter into a biweekly payment plan to accelerate the reduction in principal on a Mortgage by applying the equivalent of one or more extra monthly payments each year, thereby reducing total interest costs.

Biweekly payment plans do not change the conditions and terms of the Note regarding the amount of monthly payments, when monthly payments are due, the application of payments, the assessment of late charges and the calculation of Delinquencies, nor do they change the way payments are reported or remitted to Freddie Mac, or the way Delinquencies are reported to Freddie Mac.

If the Borrower asks about using a third party's biweekly payment plan and this third party is not a vendor who administers the plan for the Servicer, then the Servicer should advise the Borrower that the:

- Conditions and terms of the Mortgage still apply and will be enforced
- Borrower can make the extra payments directly to the Servicer without a formal plan and without the cost and potential risks of using a third party to administer such a plan (or the Servicer may offer such a plan to the Borrower if the Servicer has such a plan available)

- Borrower will be responsible for any late charges or payment shortages if the third party fails to make timely and sufficient payments to the Servicer
- Borrower should check the type of safeguards that will be in place to protect the Borrower's money from misuse by a third party before it is transferred to the Servicer
- Mortgage could be subject to foreclosure action if the third party fails to remit the Borrower's payment to the Servicer and the Mortgage becomes delinquent, even if the Borrower has taken legal action to recover any payments made to the third party that were not remitted to the Servicer

If the Servicer chooses to enter into a biweekly payment plan with a Borrower after the Mortgage has been sold to Freddie Mac, the Servicer must ensure that the following requirements for the administration of the plan are met:

1. A Servicer may offer or advertise the availability of a biweekly payment plan for Mortgages in the Servicer's portfolio, so long as the Servicer does not specifically target the offer or advertisement to Mortgages that are serviced to Freddie Mac
2. The Servicer must establish the biweekly payment plan pursuant to a separate agreement between the Borrower and the Servicer. The agreement must allow for cancellation by either the Borrower or the Servicer at any time, at which point the monthly payment schedule would be reinstated. The Borrower cannot be charged a fee for canceling the agreement.
3. Any fee that is charged to the Borrower for this service must be allowable under applicable law and be reasonable compared to other providers' fees in the market
4. The Servicer may administer the plan or contract with a third-party vendor to administer the plan
5. The plan must provide that two biweekly payments equate to one monthly payment due under the terms of the Note and that payments collected in a given month are applied as a monthly payment on the first day of the month following the month in which the payments were received. In any month in which a third payment is received, that payment is applied as a principal curtailment in the month following the month in which the payment was received.
6. All biweekly principal and interest payments received from the Borrower must be placed in an Escrow Custodial Account that meets the requirements of Chapter 8302. If the Servicer administers the plan, then the payments must be placed into the Escrow Custodial Account no later than the first Business Day after their receipt by the Servicer. If the Servicer administers the plan through a third party, then the payments must be placed into the Escrow Custodial Account no later than the second Business Day after the date on which the third party deposits the payments into the Servicer's payment clearing account. On the payment due date, sufficient funds to equate to one monthly payment must be posted to the Mortgage record and the funds transferred into the Principal and Interest Custodial Account. The Servicer may use the Escrow Custodial Account that is established for Escrow items such as real estate taxes and insurance so long as the biweekly payment funds can be identified and accounted for

separately for each Borrower using the plan, or the Servicer may set up a separate Escrow Custodial Account that meets the requirements of Chapter 8302.

7. If the Borrower does not pay the third biweekly payment in a month when a third payment is due under the plan, the Borrower may not be charged a late charge, nor may the Borrower be reported as delinquent.

8. The Servicer must be able to identify which Mortgages have biweekly payment plans and provide this information to Freddie Mac if asked to do so.

8104.3: FHA, VA, RHS and MI Servicing requirements (03/02/16)

The Servicer must comply with and use its best efforts to obtain compliance by the original Borrower and any transferee of the Borrower with all requirements of the FHA, VA, RHS or MI for Mortgages serviced for Freddie Mac. References to FHA, VA, RHS and MI requirements are made elsewhere in this Guide, and some guidance is given as to the nature of these requirements. The Servicer must ensure that all applicable FHA, VA, RHS and MI requirements are satisfied, so that Freddie Mac receives full benefit of the FHA insurance or RHS guaranty, VA guaranty or Mortgage insurance.

8104.4 Servicing ARMs (03/02/16)

Refer to Chapter 8502 for special Servicing and reporting requirements for ARMs.

8104.5: Home Mortgages purchased in part (03/02/16)

A Freddie Mac participation purchase consists of an ownership interest in a percentage of the UPB of a Mortgage.

The accounting and reporting requirements for Mortgages in which Freddie Mac purchases a participation interest reflect:

- A percentage of all principal collections
- A percentage of interest on the outstanding principal balance at the Accounting Net Yield

Chapter 8105: Servicing Compensation

8105.1: Compensation for Servicing Mortgages (03/02/16)

The compensation for the performance of the Servicer's duties for each Mortgage purchased by Freddie Mac is the amount by which the Note Rate exceeds the Accounting Net Yield, with a Minimum Servicing Spread to provide adequate compensation.

The Minimum Servicing Spread is 0.250% (25 basis points) for all Home Mortgages unless the Purchase Documents provide otherwise.

For Mortgages with annual- or monthly premium lender-paid mortgage insurance, the Minimum Contract Servicing Spread must be no less than the Minimum Servicing Spread plus the amount necessary to pay the mortgage insurance premium when due.

For Mortgages with single-premium lender-paid mortgage insurance, the Minimum Contract Servicing Spread must be no less than the Minimum Servicing Spread.

The compensation for the performance of the Servicer's duties for each Home Mortgage in which Freddie Mac has purchased a Percentage of Participation is the difference between the Note Rate and the Accounting Net Yield, with a Minimum Servicing Spread to provide adequate compensation. The Minimum Servicing Spread is applicable to the entire UPB of the Mortgage (not just Freddie Mac's interest in the Mortgage).

Refer to Sections 6101.6(c), 6102.8(b), and 6203.1(a), (b) and (c) for Servicing Spread requirements.

8105.2: Servicing compensation for a new Servicer pursuant to Transfer of Servicing initiated by Freddie Mac (03/02/16)

If Freddie Mac transfers Servicing with or without cause pursuant to the terms and conditions of the Purchase Documents, Freddie Mac reserves the right, at Freddie Mac's discretion, to negotiate a Servicing fee with the subsequent Servicer.

For any Mortgages purchased by Freddie Mac, the Servicing compensation will be calculated on the entire UPB of the Mortgage (not just on Freddie Mac's interest in the Mortgage). If the Note Rate minus the Accounting Net Yield (ANY) is not sufficient to pay the required Servicing compensation plus any applicable mortgage insurance premium to the new Servicer, the Servicer agrees to pay the balance of the required Servicing compensation to the new Servicer. The Servicer acknowledges that its payment of Servicing compensation to the new Servicer is necessary for adequate Servicing of the Mortgage according to this Guide. The Servicer also

agrees that the new Servicer and Freddie Mac have a right of offset against principal repayments payable to the Servicer in order to pay the required Servicing compensation if not otherwise done.

8105.3: Servicing obligations to be performed for the Servicing compensation (03/02/16)

In consideration for the Servicing Spread, a Servicer is responsible for the performance of all of its Servicing obligations described in the Guide and other Purchase Documents for each of the Mortgages purchased by Freddie Mac. The Servicer's Servicing obligations compensated by the Servicing Spread include, among other things, undertaking all activities required to protect Freddie Mac's interest in the Mortgage in the event of a foreclosure of the property or a bankruptcy of the Borrower, such as:

- Preparing and delivering foreclosure and bankruptcy referrals to attorneys
- Providing all documents and information necessary for the attorneys to prosecute foreclosure or bankruptcy cases (including, but not limited to, missing documents such as Notes, title insurance policies, and Intervening Assignments)
- When necessary, paying for the preparation and recordation of missing documents, such as Intervening Assignments, necessary for the prosecution of foreclosure or bankruptcy cases
- Resolving any title issues that are the result of the Seller's or Servicer's action or inaction
- Managing attorneys, including but not limited to:
  - Collecting, receiving, processing, reviewing and paying attorneys' invoices
  - Supervising and providing necessary assistance to attorneys in the foreclosure and bankruptcy proceedings
  - Making available any monitoring, management, reporting, information and document delivery processes or systems, and paying the fees and costs for such processes or systems (refer to Section 9501.9 for information on connectivity and invoice processing systems)
- Continuing to work with the Borrower to resolve the delinquency through loss mitigation activities
- Handling the bankruptcy management activities specified in Chapter 9401

Nothing in the Guide is intended to prohibit a foreclosure or bankruptcy attorney from assisting a Servicer by working with a Borrower to facilitate a reinstatement of the Mortgage or loss mitigation activity.

Chapter 8106: Servicing Reports to Freddie Mac, Other Third Parties and the Borrower

8106.1 General requirements for Servicing-related reports to Freddie Mac, third parties and the Borrower (03/02/16)

A Servicer must report regularly to Freddie Mac on Servicing activities for Freddie Mac-owned Mortgages. Servicers are also required to report certain information to third parties as well as the Borrower.

Each report and all correspondence to Freddie Mac for a particular Mortgage must reference the Freddie Mac Seller/Servicer number and the Freddie Mac loan number.

(a) Computer facsimiles

Freddie Mac will accept computer-generated facsimiles for:

- Form 1013, 1-4 Unit Property Inspection Report
- Form 105, Multipurpose Loan Servicing Transmittal

Any computer-generated facsimiles of these forms must:

- Reflect the most current comparable Freddie Mac form available
- Be in the same format as the comparable Freddie Mac form with no alterations to the placement of the data fields and no deletions of data fields
- Provide at least two lines of space between detail lines

(b) Additional reports

The Servicer must submit such other reports as Freddie Mac may require from time to time.

(c) Noncompliance fees

Failure to provide timely, complete and accurate reports (regardless of the mode of submission or transmission) subjects the Servicer to the Servicing reporting noncompliance compensatory fees.

Investor Accounting reporting and Servicing reporting noncompliance compensatory fees are monitored and assessed separately.

Freddie Mac reserves the right to change all fees and other remedies at any time and at its sole discretion.

8106.2: IRS Form 1098, Mortgage Interest Statement (03/02/16)

The Servicer must provide IRS Form 1098, Mortgage Interest Statement, to the IRS and the Borrower as required under Section 6050H of the Internal Revenue Code. This reporting must be done for each Mortgage owned in whole or in part by Freddie Mac. The Servicer's name, address and federal identification number must be reported for "Recipient." The Borrower's name, address and Social Security number must be reported for "Payer."

The Servicer must maintain copies of all statements and reports that Freddie Mac requires the Servicer to provide directly to the Borrowers and the IRS in compliance with the above section of the Internal Revenue Code and make such copies available for examination by Freddie Mac upon request. The Servicer is responsible for any penalty levied by the IRS for nonreporting or reporting of inaccurate information, as applicable, with respect to those statements and reports which Freddie Mac requires the Servicer to provide directly to the Borrowers and the IRS.

8106.3: IRS Form 1099-A, Acquisition or Abandonment of Secured Property (03/02/16)

The Servicer must provide Internal Revenue Service (IRS) Form 1099-A, Acquisition or Abandonment of Secured Property, to the IRS and the Borrower as required under Section 6050J of the Internal Revenue Code. This reporting must be done whenever Freddie Mac or a third party acquires an interest in a property in full or partial satisfaction of Freddie Mac's secured debt or when Freddie Mac or the Servicer knows or has reason to know that a property has been abandoned. For the purposes of filing these reports, the following definitions apply:

- Freddie Mac acquires an interest in Mortgaged Premises either:
  - On the date of the foreclosure sale or the date the Borrower's right of redemption, if any, expires, whichever occurs later, or
  - At the time a deed-in-lieu of foreclosure is recorded
- A third party acquires an interest at the time of the foreclosure sale
- Abandonment has occurred when Freddie Mac or the Servicer has reason to know from all the facts and circumstances concerning the status of the Mortgaged Premises that the Borrower intended to and has permanently discarded the property from use. If a Servicer determines that an abandonment has occurred and expects to commence foreclosure proceedings within three months, the reporting obligation generally arises at the end of the three-month period.

The following events trigger the reporting requirement:

- Freddie Mac acquisition. (Freddie Mac acquires the Mortgaged Premises at a foreclosure sale or by deed-in-lieu of foreclosure.)
- Third-party sale. (A third-party acquires the Mortgaged Premises at a foreclosure sale.)
- HUD, RHS or VA acquisition. (The Mortgaged Premises were acquired by HUD, RHS or the VA.)
- Abandonment. (The Mortgaged Premises have been abandoned, three months have passed and foreclosure proceedings have not begun.)

A completed IRS Form 1099-A must be filed electronically with the IRS on or before March 31 of the year following the calendar year in which the reportable event occurred. The Servicer must also furnish the Borrower with an information statement on or before January 31 of that year. The requirement for furnishing such statement to the Borrower can be satisfied by sending a completed Form 1099-A to the Borrower's last known address. The form must show Freddie Mac's name and address and include a statement that the information is being reported to the IRS. On the form, the "account number" should include the nine-digit Freddie Mac loan number, followed by one space and the six-digit Seller/Servicer number.

See Section 8106.4 in the event that both Form 1099-A and Form 1099-C, Cancellation of Debt, may be filed as the result of a cancellation of debt in connection with a foreclosure or similar action in the same year for the same Borrower.

Instructions for completing IRS Form 1099-A are set forth in Freddie Mac Form 1065, Report of IRS Form 1099-A and Form 1099-C Filing. Servicers must comply with the IRS's and the various States' requirements, as amended from time to time, for filing Form 1099-A. Servicers should consult with either their tax advisors or the IRS concerning questions on such requirements.

The Servicer must file all IRS Forms 1099-A with the IRS electronically. Paper filing is not an option as the number of IRS Forms 1099-A that will be filed under the Freddie Mac tax identification number will exceed the maximum allowed for paper filing.

(a) Electronic reporting

Servicers must file their reports with the IRS no later than March 31 of the year following the calendar year in which the reportable event occurred. Even though a Servicer reports to the IRS electronically, the Servicer is still responsible for providing a copy of the Form 1099-A to the Borrower (copy B) and to those States that require it (copy C). Copy B must be furnished to the Borrower on or before January 31 of the year following the reportable event.

IRS requirements for filing electronically are set forth in IRS Publication 1220, *Specifications for Electronic Filing of Forms 1097, 1098, 1099, 3921, 3922, 5498, 8935, and W2-G*. A Servicer may request this publication by downloading it from the IRS website at **www.irs.gov** or by calling the IRS at 1-800-TAX-FORM (1-800-829-3676).

When filing electronically, the Servicer must:

- Insert appropriate header information on the electronic report it files with the IRS in accordance with the following record description:

Field Name	Data Description
"A" Record	
Payer's TIN	520904874
First payer name line	Federal Home Loan Mortgage Corporation
Payer shipping address	8200 Jones Branch Drive
Payer city, State and zip	McLean, VA 22102-3100
"B" Record	
Payer's account number	The nine-digit Freddie Mac loan number and the six-digit Seller/Servicer number, separating these two numbers by one space

- Notify Freddie Mac that the Servicer reported to the IRS electronically:
  - When the report is sent to the IRS, the Servicer must submit Form 1065 to Freddie Mac **(see Directory 3)**
  - A Servicer should not send Freddie Mac copies of the report that it filed with the IRS

(b) Correcting or voiding previously submitted IRS Forms 1099-A

To correct or void a previously submitted IRS Form 1099-A, the Servicer must refer to IRS requirements to determine how to report either for electronic corrections, or voids. To avoid or minimize penalties that may be imposed by the IRS, the Servicer must report corrections or voids to the IRS when an error is discovered. When corrections or voids are submitted to the IRS, a copy of Form 1065 must be submitted to Freddie Mac **(see Directory 3)**. Form 1065 should indicate the number of corrected or voided Forms 1099-A submitted to the IRS.

(c) Filing accuracy and documentation

Servicers are responsible for completing the IRS Form 1099-A and for providing the information to the IRS and to the Borrower in a timely and accurate manner. The Servicer

must maintain copies of all statements and reports that Freddie Mac requires the Servicer to provide directly to the Borrowers and the IRS in compliance with Section 6050J of the Internal Revenue Code. The Servicer must make such copies available for examination by Freddie Mac upon request until Freddie Mac agrees, in writing, that such records may be destroyed.

If the IRS penalizes Freddie Mac or assesses any fee for failure to produce such information or because a Servicer failed to file a return or statement or filed an untimely, incorrect or incomplete return or statement, the Servicer will be required to reimburse Freddie Mac for all costs incurred by Freddie Mac as a result of such penalty or assessment and an amount representing Freddie Mac's total tax liability resulting from such reimbursement. Such reimbursement will not be required if the Servicer can show that it met the filing requirements.

8106.4: IRS Form 1099-C, Cancellation of Debt (03/02/16)

The Servicer must report cancellations of Borrowers' mortgage debt on Internal Revenue Service (IRS) Form 1099-C, Cancellation of Debt, as required under Section 6050P of the Internal Revenue Code for all cancellations of mortgage debt of $600 or more occurring on or after January 1, 2005, with respect to Mortgages owned or guaranteed in whole or in part by Freddie Mac. Form 1099-C must be filed regardless of whether the Borrower must report the cancellation of debt as income.

Freddie Mac Form 1065, Report of IRS Form 1099-A and Form 1099-C Filing, includes instructions for completing IRS Form 1099-C.

(a) Coordination with IRS Form 1099-A, Acquisition or Abandonment of Secured Property

If, in the same calendar year, the Servicer cancels a debt in connection with a foreclosure or abandonment of the Mortgaged Premises, it is not necessary to file both Form 1099-A, Acquisition or Abandonment of Secured Property (see Section 8106.3), and Form 1099-C for the same Borrower. The Servicer will meet the filing requirement for Form 1099-A by completing boxes 4, 5 and 7 on Form 1099-C. However, the Servicer may complete both Forms 1099-A and 1099-C separately; in that case do not complete boxes 4, 5 and 7 on Form 1099-C. (See Form 1065 for filing instructions for IRS Forms 1099-A and 1099-C.)

(b) Requesting taxpayer identification numbers (TINs)

A Servicer must make a reasonable effort to obtain the correct name and taxpayer identification number (TIN) of the Borrower whose debt was cancelled. If the Servicer does not obtain the TIN before the debt is cancelled, it must request the Borrower's TIN. Such request must clearly notify the Borrower that the IRS requires the Borrower to furnish the TIN and that failure to furnish such TIN subjects the Borrower to a $50 penalty imposed by the IRS. Use Form W-9, Request for Taxpayer Identification Number and Certification, to

request the TIN. However, a Borrower is not required to certify the TIN under penalties of perjury.

(c) Exceptions

Servicers are not required to report the following on Form 1099-C:

(i) Certain bankruptcies

Debt cancelled in bankruptcy is not reported unless the debt was incurred for business or investment purposes. Single-family Mortgages may be incurred either for personal purposes or for business or investment purposes. Thus, Servicers should only file IRS Form 1099-C for discharges of debt in bankruptcy if they are aware that the Borrower is holding the property for investment and not as a Primary Residence or second home, such as in the case of an Investment Property Mortgage, determined at origination. In that case, report debt cancelled for the later of:

- The year in which the amount of cancelled debt first can be determined or
- The year in which the debt is cancelled in bankruptcy

(ii) Interest

Servicers do not need to include interest as part of the cancelled debt in box 2. However if interest is reported as part of the cancelled debt in box 2, show the interest separately in box 3.

(iii) Nonprincipal amounts

Nonprincipal amounts include penalties, fines, fees and administrative costs. These do not need to be reported.

(iv) Release of a Borrower

Form 1099-C need not be filed if one of the Borrowers on a Mortgage is released as long as the remaining Borrowers remain liable for the full amount of the unpaid Mortgage.

(v) Guarantor or surety

Form 1099-C need not be filed for a guarantor or surety. A guarantor is not a debtor for purposes of Form 1099-C, even if demand for payment is made to the guarantor.

(vi) Multiple Borrowers

For Mortgages originated after 1994 that involve Borrowers who are jointly and severally liable for the Mortgage, report the entire amount of the cancelled debt on each Borrower's Form 1099-C. Multiple Borrowers are jointly and severally liable for a debt if there is not clear and convincing evidence to the contrary. If it can be shown that joint

and several liability does not exist, a Form 1099-C is required for each Borrower for whom you cancelled a debt of $600 or more.

(vii) Mortgages originated before 1995

For Mortgages originated before 1995, the Servicer must file Form 1099-C only for the primary (or first-named) Borrower.

(viii) Multiple Borrowers who were husband and wife

If the Servicer knows or has reason to know that the multiple Borrowers were husband and wife who were living at the same address when the debt was incurred, and the Servicer has no information that these circumstances have changed, the Servicer may file only one Form 1099-C.

(ix) Entity borrowers

See the instructions to Freddie Mac Form 1065 for the application of these rules to entity borrowers (i.e., estates or trusts).

(d) Definitions

For purposes of these reports, the following definitions apply:

- A debt may include all amounts owed, including stated principal, stated interest, fees, penalties, administrative costs, and fines. However, only stated principal is required to be reported. If accrued interest is included in the amount of the stated debt (in box 2), then it must be reported in box 3

- A debt is cancelled on the date an identifiable event occurs. An identifiable event is:

  1. A discharge in bankruptcy under Title 11 of the U.S. Code (but see exceptions in Section 8106.4(c) above)

  2. A cancellation or extinguishment making the debt unenforceable in a receivership, foreclosure or similar proceeding

  3. A cancellation or extinguishment when the statute of limitations for collecting the debt expires, or when the statutory period for filing a claim or beginning a deficiency judgment proceeding expires. Expiration of the statute of limitations is an identifiable event only when the Borrower's affirmative statute of limitations defense is upheld in a final judgment or decision of a court and the appeal period has expired.

  4. A cancellation or extinguishment when deficiency rights were not preserved during the foreclosure process

  5. A cancellation or extinguishment when Freddie Mac (or its vendor per Section 9601.1) makes the determination not to pursue a deficiency action post-foreclosure and notifies the Servicer of such determination

6. A cancellation or extinguishment when a creditor elects foreclosure remedies that by law end or bar the creditor's right to collect the debt. This event applies if collection is barred by local law after a "power of sale" in the Mortgage or deed of trust is exercised.

7. A cancellation or extinguishment due to a probate or similar proceeding

8. A discharge of indebtedness under an agreement with the debtor to cancel the debt at less than full consideration. Freddie Mac will advise the Servicer if such an agreement is reached with a Borrower.

9. A discharge of indebtedness because of a decision or a defined policy of the creditor to discontinue collection activity and cancel the debt. A creditor's defined policy can be in writing or an established business practice. A practice to stop collection activity and abandon a debt when a particular nonpayment period expires is a defined policy.

Facts and circumstances indicating that a debt was not cancelled include the existence of a lien relating to the debt (up to the value of the security) or the sale or packaging for sale of the debt by the creditor.

In the event of a foreclosure sale where deficiency rights were preserved, the Servicer must not initially file an IRS Form 1099-C. Freddie Mac will determine whether to pursue collection of the deficiency of that Mortgage. If Freddie Mac makes a determination not to pursue collection of the deficiency, Freddie Mac will notify the Servicer in the annual report described below and the Servicer must then file the IRS Form 1099-C.

Every January, Freddie Mac will produce an annual report, entitled "Servicer 1099-C Filing Report" within Default Reporting Manager℠ which can be accessed via **http://www.freddiemac.com/singlefamily/service**) that will list all Mortgages owned or guaranteed in whole or in part by Freddie Mac whereby Freddie Mac has determined not to pursue collection of the deficiency.

Servicers must review this report by the end of January annually, and ensure that an IRS Form 1099-C is filed with the IRS as required in Section 8106.4(e) and is provided to the Borrower as required in Section 8106.4(f).

To facilitate this annual review, from February 1 to December 31 each year, Freddie Mac will issue a monthly report providing a tentative aggregate list of Mortgages for which, as of the month prior to the report month, Freddie Mac has decided to not pursue collection of the deficiency. The monthly 1099-C filing report will be available within Default Reporting Manager by the 22nd calendar day of each applicable month.

Servicers may use the information provided in the monthly 1099-C filing reports to prepare for the required annual review and any eventual IRS Form 1099-C filings; however, as the status of the Mortgage and/or the cancellation of debt may change subsequent to any particular reports issuance, any Servicer that chooses to use the monthly reports in such a manner must, as part of the required annual review, reconcile any IRS 1099-C filings

prepared using information provided in the monthly reports with the information provided in the annual Servicer 1099-C Filing Report.

(e) Reporting IRS Form 1099-C to IRS

The Servicer must file IRS Forms 1099-C on Freddie Mac's behalf. The Servicer must file all Forms 1099-C with the IRS electronically. Paper filing is not an option as the total number of IRS Forms 1099-C that will be filed under the Freddie Mac tax identification number will exceed the maximum allowed for paper filing.

IRS Publication 1220, *Specifications for Electronic Filing of Forms 1097, 1098, 1099, 3921, 3922, 5498, 8935, and W-2G*, sets forth the IRS requirements for filing electronic reports and corrections. The Servicer can obtain this publication by downloading it from the IRS web site at **http://www.irs.gov**, or by calling 1-800-TAX-FORM (1-800-829-3676).

When filing electronically through the IRS FIRE System, the Servicer must insert appropriate header information on the report it files with the IRS in accordance with the following record descriptions:

Field Name	Data Description
"A" Record	
Payer's TIN	520904874
First payer name line	Federal Home Loan Mortgage Corporation
Payer shipping address	8200 Jones Branch Drive
Payer city, State and zip	McLean, VA 22102-3100
"B" Record	
Payer's account number	The 9-digit Freddie Mac loan number and the 6-digit Seller/Servicer number, separating these two numbers by one space

Each Servicer must file its reports with the IRS not later than March 31 of the year following the calendar year in which the cancellation of debt occurs.

(f) Reporting to the Borrower

Even though a Servicer reports to the IRS electronically, the Servicer is still responsible for providing a paper copy of the Form 1099-C to the Borrower (copy B) by January 31 of the year following the calendar year in which the cancellation of debt occurred. The Servicer can satisfy the requirement for furnishing such statement to the Borrower by sending a completed Form 1099-C to the Borrower's last known address. The form must show Freddie Mac's name and address and include a statement that the information is being reported to the IRS.

The Servicer is also required to file IRS Form 1099-C with any State that requires this filing in accordance with the State's filing deadlines.

(g) Notification to Freddie Mac of electronic reporting

The Servicer must notify Freddie Mac that the Servicer reported IRS Form 1099-C to the IRS. When the electronic report is sent to the IRS, the Servicer must submit Freddie Mac Form 1065 to Freddie Mac **(see Directory 3)**.

(h) Correcting or voiding previously submitted IRS Form 1099-C

To correct or void a previously submitted IRS Form 1099-C, the Servicer must refer to IRS requirements to determine how to report either electronic corrections or voids. To avoid or minimize penalties that may be imposed by the IRS, the Servicer must promptly report corrections or voids to the IRS when an error is discovered. When the Servicer submits corrections or voids to the IRS, the Servicer must also submit a copy of Freddie Mac Form 1065 to Freddie Mac **(see Directory 3)**. The Servicer must indicate on Form 1065 the number of corrected or voided Forms 1099-C submitted to the IRS.

(i) Filing accuracy and documentation

Servicers are responsible for completing the IRS Form 1099-C and for providing the information to the IRS and to the Borrower in a timely and accurate manner. The Servicer must maintain copies of all statements and reports that Freddie Mac requires the Servicer to provide directly to the Borrowers and the IRS in compliance with Section 6050P of the Internal Revenue Code. The Servicer must make such copies available for examination by Freddie Mac upon request until Freddie Mac agrees, in writing, that such records may be destroyed (which will be a minimum of four (4) years).

If the IRS penalizes Freddie Mac or assesses any fees for failure to produce such information, or because the Servicer failed to file a return or statement, or filed an untimely, incorrect, or incomplete return or statement, the Servicer will be required to reimburse Freddie Mac for all costs incurred by Freddie Mac as a result of such penalty or assessment and for the amount representing Freddie Mac's total tax liability resulting from such reimbursement. Freddie Mac will not require such reimbursement if the Servicer can show that it met the filing requirements.

8106.5: IRS Form 1099-MISC, Miscellaneous Income (03/02/16)

Servicers should not prepare or file IRS Form 1099-MISC ("Miscellaneous Income") using Freddie Mac's name or Taxpayer Identification Number. The Servicer should consult with its tax advisor to review its reporting obligations with regard to the filing of Form 1099-MISC.

8106.6: Reports to credit repositories (03/02/16)

For each Mortgage serviced for Freddie Mac under the Home Mortgage program, a Servicer must report on a monthly basis the payment status of the Mortgage to the credit repositories listed in Exhibit 51, Credit Repositories and Information to Report.

Freddie Mac does not specify a particular day of the month by which the Servicer must perform the full-file reporting. Freddie Mac requires only that the reporting be performed on a monthly basis for all Mortgages regardless of the Mortgage status. The Servicer may report after each month end to allow time for payment corrections, returned checks and other adjustments to be processed. Freddie Mac will audit Servicers for compliance with the full-file credit reporting requirements.

Note:
Full-file reporting includes Mortgages recently originated, current and delinquent Mortgages, Mortgages liquidated through workout options or foreclosure and chargeoffs. Each credit repository will provide the Servicer with the applicable codes to use to report each Mortgage status type.

Freddie Mac will not require reporting to a repository that does not serve the jurisdiction for which a report must be filed. Written advice from a repository that it cannot accept a Servicer's report for a given jurisdiction because it does not serve that jurisdiction will be sufficient evidence to Freddie Mac that the Servicer is in compliance with Freddie Mac's requirements for that jurisdiction.

Borrowers, or their representatives, are permitted under the Federal Fair Credit Reporting Act (FCRA) to inquire about or dispute the accuracy of information in their credit repository files. This right to inquire about or dispute the accuracy of information applies to any Mortgage that the Servicer services for Freddie Mac, just as it does to any other indebtedness of a Borrower. A Borrower may send an inquiry or a notice of dispute concerning the accuracy of reported information about the Borrower's Mortgage directly to the Servicer, or to any of the credit repositories listed in Exhibit 51. Whenever the Servicer receives such an inquiry or notice of dispute from a Borrower, or receives a letter from a credit repository requesting verification or correction of Mortgage-related information, the Servicer must respond in accordance with the requirements of the FCRA.

Chapter 8107: Document Custody

8107.1: Servicer responsibilities related to document custody (03/02/16)

(a) Delivery of modifications to a Document Custodian

If a Note is subsequently modified, pursuant to the requirements of the Guide, the original modifying instrument must be delivered to the Document Custodian holding the original Note.

(b) Obtaining physical or constructive possession of documents

Seller/Servicers may need to obtain physical or constructive possession of a Note or other documents from a Document Custodian to take appropriate action in conjunction with the payoff, foreclosure, repurchase, substitution, conversion, modification or assumption of a Mortgage:

- To obtain physical or constructive possession of a Note and/or other documents from the Designated Custodian, the Seller/Servicer may complete and send the Form 1036, Request for Physical or Constructive Possession of Documents, or make an electronic request ("Web Release Request") using the Designated Custodian's specified Internet web site. Contact the Designated Custodian for further information **(see Directory 4)**. The Seller/Servicer must promptly: (i) if physical possession was obtained by Seller/Servicer, return the Note and any other documents to the Designated Custodian when the reason for having physical possession is no longer required for Servicing the Mortgage (do not return the Note and any other documents to the Designated Custodian if the related Mortgage was repurchased or paid in full), or (ii) if constructive possession was obtained, send notice (a copy of the original Form 1036 with a notice of termination of constructive possession or otherwise as instructed by the Designated Custodian's specified Internet web site) to the Designated Custodian, when the reason for constructive possession is no longer required for Servicing the Mortgage. Seller/Servicers using the Designated Custodian's Internet web site Asset Repository and Collateral System (ARK) to request physical or constructive possession of Notes and other documents must include a copy of the 1036 Release Receipt Report when returning such items to the Designated Custodian. The Release Receipt Report can be electronically generated from the Designated Custodian's ARK web site.

- To obtain physical or constructive possession of a Note and/or other documents from a Document Custodian (excluding the Designated Custodian), the Seller/Servicer must complete Form 1036, and send the Form 1036 to the Document Custodian. The Seller/Servicer must promptly: (i) if physical possession was obtained by the Seller/Servicer, return the Note and any other documents to the Document Custodian when the reason for having physical possession is no longer required for Servicing the Mortgage (do not return the Note and any other documents to the Document Custodian if the related Mortgage was repurchased or paid in full), or (ii) if constructive possession

was obtained by the Seller/Servicer, send notice (copy of the original Form 1036 with a request for termination of constructive possession) to the Document Custodian, when constructive possession is no longer required for Servicing the Mortgage.

Seller/Servicers must follow prudent business practices in protecting and safeguarding all Notes and documents physically transferred and delivered to them by the Document Custodian until these documents are returned to the Document Custodian. These practices include protection from external elements, such as fire, and identification as a Freddie Mac asset and segregation from other non-related documents.

See Section 8107.2(b) when Servicing a Mortgage with respect to which the Seller/Servicer is required to be in physical or constructive possession of the Note to take legal action, such as a Freddie Mac Default Legal Matter or other litigation (collectively, "Legal Action"), and the Document Custodian has physical custody of the Note.

8107.2: Document Custodian's custodial functions (03/02/16)

(a) General duties

Each Document Custodian is responsible for maintaining custody of the original Notes and assignments, in trust, for the benefit of Freddie Mac by:

- Storing the original Notes and assignments in secure, fire-resistant facilities as required by Section 2202.2(b). If the Seller/Servicer delivers supplemental documents, such as original modifying instruments, the Document Custodian must place the supplemental documents with the related Note.

- Affixing the Freddie Mac loan number to the Note, if advised by the Seller/Servicer that Freddie Mac requires it. If the Note for a Mortgage contains the Freddie Mac loan number, changing the Freddie Mac loan number on a Note if advised in writing by the Seller/Servicer that Freddie Mac has changed the Freddie Mac loan number for the related Mortgage.

(b) Physical or constructive possession to take legal action

The Seller/Servicer may be required to be in physical or constructive possession of the Note to take legal action, such as a Freddie Mac Default Legal Matter or other litigation (collectively, "Legal Action"), in connection with Servicing a Mortgage. If the Seller/Servicer concludes that constructive possession is the appropriate type of possession for the Legal Action, the Seller/Servicer shall automatically, immediately and conclusively be deemed to be in constructive possession of the Note upon the earlier of: (i) that date such Legal Action commences, or (ii) the date the Document Custodian receives the Seller/Servicer's Form 1036 requesting constructive possession of the Note, until the Legal Action is concluded.

When the Document Custodian, during any such Legal Action, maintains physical custody of the Note, it does so in trust for the benefit of the Seller/Servicer. For the duration of the Legal Action, the Seller/Servicer shall be: (i) in constructive possession of the Note, (ii) the holder of the Note, (iii) entitled to enforce the Note, and (iv) duly authorized by Freddie Mac to take Legal Action in connection with Servicing the related Mortgage. When the Legal Action is concluded, the Document Custodian shall automatically and immediately cease maintaining physical custody of the Note, in trust, for the benefit of the Seller/Servicer and resume maintaining physical custody of the Note, in trust, for the benefit of Freddie Mac.

The Seller/Servicer must complete, sign and submit a Form 1036, or its equivalent, including the Designated Custodian's Web Release Request described in Section 8107.1(b) (Form 1036 and such the Designated Custodian's Web Release Request, collectively referred to herein as "Form 1036") requesting constructive possession from the Document Custodian or Designated Custodian, as applicable. The date that the constructive possession commences shall be the earlier of the date: (i) the Document Custodian receives the Form 1036 from the Seller/Servicer requesting constructive possession, or (ii) the Seller/Servicer commences the Legal Action. A single Form 1036 may be used to request multiple Notes, provided that each Note is separately listed and identified.

(c) Delivery of possession of documents to the Seller/Servicer

The Seller/Servicer may require physical possession of a Note and other documents in connection with Servicing a Mortgage, including, but not limited to, bringing or defending a Legal Action or conducting a foreclosure or in connection with the maturity, prepayment, repurchase, substitution, conversion, modification or assumption of a Mortgage. In such circumstances, Freddie Mac will deliver physical possession of the Note to the Seller/Servicer as set forth in this Section 8107.2(c).

When Servicing a Mortgage with respect to which the Seller/Servicer is required to be in physical possession of the Note, the Seller/Servicer shall deliver a Form 1036 to the Document Custodian.

To use an Electronic, as defined in Chapter 1401, or system-generated version of the Form 1036, the Seller/Servicer must enter into an electronic transaction agreement with the Document Custodian that:

- Defines Electronic Signature and the type(s) of electronic transmission(s) permitted
- States the Document Custodian's requirements for accepting an Electronic Signature
- States the Seller/Servicer's requirements for maintaining and controlling access to Electronic Signature information
- Clearly assigns liability when the terms of the agreement are violated

In addition, the Seller/Servicer must provide, and the Document Custodian must retain, a list of the individuals designated by the Seller/Servicer to request the release of documents electronically. The list must be signed by an authorized officer of the Seller/Servicer and contain the notarized signatures of the Seller/Servicer's designated individuals.

An Electronic or system-generated Form 1036 must contain all of the information required on the paper Form 1036. A single electronic form may be used to request multiple Notes, provided that the Note is separately listed and identified.

Upon receipt of a signed Form 1036 from the Seller/Servicer, the Document Custodian maintaining physical custody of the Note, in trust, for the benefit of Freddie Mac, shall transfer and deliver physical possession of the Note to the Seller/Servicer. Upon receipt of the Note, the Seller/Servicer shall automatically, immediately and conclusively be deemed to be: (i) in physical possession of the Note, (ii) the holder of the Note, (iii) entitled to enforce the Note, and (iv) duly authorized by Freddie Mac to take Legal Action in connection with Servicing the related Mortgage.

If a document is no longer needed for the reason originally cited on the request, or when the Legal Action is concluded, the Seller/Servicer must promptly return the Note and related documents and a copy of the Form 1036 to the Document Custodian, or return the Note and related other documents required by the Designated Custodian. Upon receipt of the returned Note, the Document Custodian and/or Designated Custodian, as applicable, shall immediately resume maintaining physical custody of the Note, in trust, for the benefit of Freddie Mac, as set forth in the Custodial Agreement, and update its note tracking system to reflect receipt of the Note and any other documents.

Notes and related documents may be transported only by a nationally recognized commercial or bonded carrier or courier service.

See Section 8107.1(b) for additional information on returning Notes to the Document Custodian.

(d) Form imaging and retention requirements

The Document Custodian must retain either the original or an imaged copy of the Form 1036 or its equivalent for at least three months after the date the Mortgage is paid off. The Document Custodian need not retain a Form 1034E, or Note Delivery Cover Sheet, after the related Mortgages have been certified.

Imaged copies of the forms are permitted, provided that:

- Such copies were made in the regular course of business pursuant to Document Custodian's written policy
- Each imaged copy accurately reproduces or forms a durable medium for reproducing the original document
- There is equipment to view or read and to reproduce the imaged copies into legible documents at the location where the imaged copies are maintained

The Document Custodian may destroy:

- Original Certification Schedules after making imaged copies that meet the above criteria

- Requests for Release after making imaged copies that meet the above criteria and updating Document Custodian's Note tracking system to indicate the date of and reason for release of the related documents

- All original or imaged copies of Certification Schedules and Requests for Release after expiration of the retention period

In disposing of such documents, the Document Custodian must have in place and follow procedures to ensure the confidentiality of Borrowers' private personal information and must use disposal methods that safeguard such confidentiality.

Chapter 8201: Escrow

8201.1: Escrow for taxes, ground rents, assessments and other charges (03/02/16)

The Fannie Mae/Freddie Mac Uniform Instruments provide for the collection of Escrow, subject to applicable law, unless waived in writing by the lender. If Escrow has been collected since the time Freddie Mac purchased the Mortgage, the Servicer must continue to collect one-twelfth of the yearly charge for Escrow, plus any "cushion" permitted by applicable law, with each monthly installment of principal and interest. The Servicer may, if requested by the Borrower, also collect and administer funds to pay expenses not provided for in the Mortgage, such as life insurance on the Borrower. The Escrow must be held in an account insured by an agency of the United States.

The Servicer must obtain bills for and pay all Escrow items before the applicable penalty or termination date. The Servicer must maintain adequate records to prove payment of all taxes, ground rents, assessments and other charges that are or may become First Liens on the Mortgaged Premises.

At least annually, the Servicer must compute the required Escrow payment based on reasonable estimates of assessments and bills to determine that sufficient funds are being collected to meet all Escrow payments. If the amount held in Escrow by the Servicer, together with the future monthly installments of Escrow, exceeds the amount required to pay charges as they fall due, plus any "cushion" permitted by applicable law, the Servicer must either repay the excess promptly to the Borrower (if there is no default under the terms of the Security Instrument) or credit the excess to the Borrower by a reduction in monthly Escrow installments. Any interest payable to the Borrower for Escrow, when required by applicable law, or any other funds held by the Servicer, whether due to contractual agreement or operation of law, must be paid by the Servicer at its own expense.

If the amount held in Escrow by the Servicer is deemed insufficient to pay charges when due, the Servicer should obtain the necessary additional funds from the Borrower before the latest date on which the charges may be paid prior to penalty, lapse of insurance policies, adverse impact to Freddie Mac's interest in the Mortgage, etc. If the Borrower fails to remit the deficient amount or if there is insufficient time to obtain the amount, the Servicer must pay any charges due and reflect a shortage in the Borrower's Escrow account. The Servicer may either increase the Borrower's next payment to cover the entire advance or schedule the repayment of such advance over several months. The Servicer may not collect the advance by deducting from one or more regular monthly Mortgage payments.

For delinquent Mortgages, the Servicer must continue to pay Escrow items for the following expenses:

- Taxes, property insurance and other charges as described in the Security Instrument

- Mortgage insurance premiums

Servicers must contact Freddie Mac **(see Directory 5)** and obtain Freddie Mac's written approval before paying the taxing authority when federal, State or local income tax liens would take priority over Freddie Mac's First Lien position.

The Servicer may, by written notification to the Borrower, and without Freddie Mac's approval, start collecting Escrow previously waived.

However, if the Mortgage is secured by a Manufactured Home and the Borrower becomes 60 days or more delinquent, a Servicer must start collecting Escrow that was previously waived as a part of any repayment arrangement.

If a Mortgage had an Escrow account when it was sold to Freddie Mac, the Servicer must not discontinue or waive collecting Escrow if the Mortgage is:

- Secured by a Manufactured Home or a 2- to 4-unit property
- Modified under Freddie Mac's loan modification program
- An Affordable Gold® 97 Mortgage
- A Texas Equity Section 50(a)(6) Mortgage
- An A-minus Mortgage
- A Freddie Mac 100 Mortgage
- A Home Possible® Mortgage

In addition, Servicers must follow the requirements of the FHA, VA, RHS or MI regarding waiving and reinstating Escrow.

On Mortgages other than those listed above, the Servicer may discontinue collecting Escrow if:

- The Mortgage has not been delinquent for 30 days or more at any time during the previous six months
- The waiver is in writing and grants the Servicer the right to resume collection of Escrow if there is any nonpayment of the items for which Escrow had previously been collected and
- Applicable law allows the Servicer to discontinue collecting Escrow

Servicers must discontinue collecting Escrow if required by applicable law. If the terms of the Security Instrument or applicable law do not provide for collection of Escrow, or if the lender elected not to collect Escrow, or if the Servicer has waived Escrow, the Servicer must, at the time taxes, ground rents, assessments and other charges are due in each jurisdiction, proceed as follows:

- The Servicer must require that the Borrower furnish proof of payment of all taxes, ground rents, assessments and other charges; or
- The Servicer may use other means (such as tax services) commonly employed by private institutional mortgage investors to satisfy itself that these items have been paid.

If the Mortgaged Premises is a Manufactured Home taxed as personal property, the Servicer must notify the taxing authority that the Servicer must be notified if the Borrower is delinquent in the payment of taxes if provisions for such notification are available under the personal property tax collection procedures of the jurisdiction.

If Escrow is not collected and the Servicer discovers nonpayment of any charge otherwise payable from Escrow, the Servicer must contact the Borrower and allow the Borrower 30 days to provide proof of payment. The Servicer must advance funds for the unpaid charge and any applicable penalty if the Borrower indicates inability to make the payment or does not provide proof of payment within the required 30 days. The Servicer must attempt to work out an arrangement with the Borrower for repayment of any advance and, if allowed by law, must begin to collect Escrow for future bills.

The Servicer must immediately recommend foreclosure if:

- The Borrower fails to pay any charge otherwise payable from Escrow
- The Servicer has advanced funds for the unpaid charge and any applicable penalty
- A mutually satisfactory arrangement cannot be made for the Borrower's repayment of the advance or the Borrower fails to comply with the terms of any such arrangement

8201.2: Interest on Escrow accounts (03/02/16)

If the Servicer either has entered into an agreement or is required by law to pay interest on Escrow, the Servicer is solely and fully responsible for this payment. The accounting related to the payment of interest on Escrow may not be included with the regular Mortgage accounting for principal and interest.

Chapter 8202: Property Insurance

8202.1: General property insurance requirements (03/02/16)

For as long as Freddie Mac owns an interest in a Mortgage, the Seller/Servicer must ensure that the Mortgaged Premises are covered by insurance meeting the requirements in this and subsequent sections.

(a) Licensing of insurer

All insurance companies (insurers) and insurance companies which guarantee coverages provided by other insurance companies (reinsurers) must be licensed, or otherwise authorized by law, to conduct business in the jurisdictions where the Mortgaged Premises are located.

(b) Assessments

Insurance contracts must provide that no assessment may be made against the Seller/Servicer or Freddie Mac and that any assessment made against others may not become a lien on the Mortgaged Premises superior to the lien of the Freddie Mac Mortgage.

(c) Rating of insurer

The required insurance must be provided by one of the following insurers:

1. An insurer whose current rating meets the requirements below:

   - For an insurer rated by A. M. Best Company (A.M. Best), a minimum Financial Strength Rating of B/III, or for a non-U.S. insurer, A/VIII, as reported online at **http://www.ambest.com**

   - For an insurer rated by Demotech, Inc., a minimum Financial Strength Rating of A as reported online at **http://www.demotech.com**

   - For an insurer rated by Standard & Poor's, a division of The McGraw-Hill Companies ("Standard & Poor's"), a minimum Financial Strength Rating of BBB as reported online at **http://www.standardandpoors.com**

2. An insurer whose coverage is guaranteed by a reinsurer under all of the following conditions:

   - The reinsurer's current rating meets the requirements below:

- For a reinsurer rated by A.M. Best, a minimum Financial Strength Rating of B/III, or for a non-U.S. reinsurer, A/VIII; or

- For a reinsurer rated by Standard & Poor's, a minimum Financial Strength Rating of BBB

- The reinsurer assumes by endorsement 100% of the insurer's liability for any covered loss payable but unpaid by the insurer for reason of insolvency

- The reinsurer assumes by endorsement to give the policyholder, the Seller/Servicer and insurer 90-day written notice before canceling or otherwise terminating the guarantee

- The above endorsements are attached to each property insurance policy accepted by the Seller/Servicer on account of the endorsements

3. A state insurance pool created by statutory authority to provide insurance for geographic areas or insurance lines which suffer from lack of voluntary market availability (such pool may be designated as a property insurance plan, a Fair Access to Insurance Requirements (FAIR) plan, an underwriting association, a joint underwriting association or an insurance authority)

4. A nonadmitted insurer whose current rating meets the requirements below:

   - For an insurer rated by A. M. Best, a minimum Financial Strength Rating of A, or

   - For an insurer rated by Standard & Poor's, a minimum Financial Strength Rating of AA-

5. An insurer whose coverage is guaranteed by the National Flood Insurance Program (NFIP) under a Standard Flood Insurance Policy issued pursuant to the National Flood Insurance Act of 1968, as amended

Insurers rated by more than one rating company need only meet one of the rating requirements.

8202.2: Minimum property insurance types and amounts (03/02/16)

Refer to Bulletin 2016-3, which announced revisions to coinsurance clause and unaffiliated Condominium Project requirements that may be implemented prior to the mandatory implementation of the August 1, 2016 effective version of this section.

(a) 1- to 4-unit properties

At a minimum, the insurable improvements on the Mortgaged Premises must be insured for loss or damage from fire, lightning and other perils (windstorm, hail, explosion, riot, civil commotion, damage by aircraft, damage by vehicles and damage by smoke) covered within the scope of standard extended coverage. If any of the preceding perils (e.g., windstorm) is excluded from the primary insurance policy, coverage of the excluded peril must be picked up through a secondary insurance policy such as may be written by a state insurance pool under Section 8202.1(c)(number 3). The insurance limits must at least equal the higher of:

- The UPB of the Mortgage
- 80% of the full replacement cost of the insurable improvements

The coverage required in accordance with the above formula must not exceed the replacement cost of the insurable improvements, even when the UPB of the Mortgage exceeds such replacement cost.

The Seller/Servicer must ensure that adequate insurance coverage is in force even when the improvements are vacant or unoccupied and must notify all insurers of any such change in occupancy in order to preserve its rights as mortgagee under the applicable insurance policy.

The deductible for fire, water (not caused by flooding) or wind damage to the insured improvements (generally designated as "dwelling" in the insurance policy) may not exceed 5 percent of the limit maintained for dwelling coverage.

(b) PUDs; ground lease communities

Requirements for 1- to 4-unit properties apply to similar residential properties within a Planned Unit Development (PUD) or a ground lease community.

If the individual units are covered by insurance purchased by their respective owners or leasehold lessees, the PUD homeowners association or the fee simple landowner/lessor of the ground lease community must insure common areas and property for 100% of their replacement cost under a commercial package policy which covers, at a minimum, loss from causes identified in the Insurance Services Office's (ISO's) *Commercial Property Causes of Loss — Special Form* endorsement. The policy must provide for loss or damage settlement at replacement cost. The association or fee simple landowner/lessor must also obtain any additional coverage commonly required by private mortgage investors for developments similar in construction, location and use, including the following where applicable and available:

- Agreed Amount, Agreed Value, Replacement Guarantee or Extended Replacement
- Inflation Guard
- Ordinance or Law
- Mechanical Breakdown and Equipment Failure with an Ordinance or Law endorsement

The insurance limit per covered mechanical breakdown or equipment failure must equal the lesser of:

- 100% of the replacement cost of the building housing the property which is susceptible to mechanical breakdown or equipment failure, or
- $2 million

If a higher limit is required by private mortgage investors for PUDs similar in construction, location and use, the PUD homeowners association must maintain the higher insurance limit.

The deductible for fire, water (not caused by flooding) or wind damage to the insured improvements (generally designated as "building" in the insurance policy) may not exceed 5 percent of the limit maintained for building coverage.

Freddie Mac will also accept blanket insurance covering all units in the PUD or ground lease community as well as insurable common areas and property, if called for in the PUD's governing documents or in the lease. Such coverage must meet the requirements applicable to each PUD or ground lease community unit and those applicable to insurable common areas and property. Deductibles are allowed under this blanket coverage under the terms and conditions stipulated above.

The insurance policy of the PUD homeowners association or fee simple landowner/lessor of the ground lease community must name the insured in substantially the same language indicated below:

> **For PUDs:** Association of Owners of the [Name of PUD] Planned Unit Development for the use and benefit of the individual owners (designated by name, if required by law or the governing documents).
>
> **For ground lease communities:** [Name of the lessor] of the [Name of the ground lease community] for the use and benefit of the individual lessees (designated by name, if required by law or by the lease).

(c) Condominiums

The condominium owners association must insure common elements and property for 100% of their replacement cost under a *Condominium Association Coverage Form* of the ISO or equivalent commercial package policy which covers, at a minimum, loss from causes identified in the ISO's *Commercial Property Causes of Loss — Special Form* endorsement.

Common elements and property that must be insured under the condominium owners association's policy include the following:

- Building and structures in the Condominium Project

- Fixtures, machinery, equipment and supplies maintained for the service of the Condominium Project

- Fixtures, improvements, alterations and equipment within the individual Condominium Units, regardless of ownership, unless the Condominium Unit owners are required by the governing documents to insure these items

The insurance coverage must provide for loss or damage settlement at replacement cost.

The additional coverages required of PUD homeowners associations are also required of condominium owners associations where applicable and available.

The deductible for fire, water (not caused by flooding) or wind damage to the insured improvements (generally designated as "building" in the insurance policy) may not exceed 5 percent of the limit maintained for building coverage.

The insurance policy of the condominium owners association must name the insured in substantially the same language indicated below:

> Association of Owners of the [Name of Condominium Project] Condominium for the use and benefit of the individual owners (designated by name, if required by law or the governing documents).

If the Mortgaged Premises is in a Detached Condominium Project and the condominium governing documents so permit, Freddie Mac will accept insurance for the Mortgaged Premises that meets the requirements of Sections 8202.2 through 8202.9 applicable to 1- to 4-unit properties. The condominium unit owners association must maintain all other applicable insurance coverages required in Sections 8202.2 through 8202.9.

8202.2: Minimum property insurance types and amounts (Future effective date 08/01/16)

(a) 1- to 4-unit properties

At a minimum, the insurable improvements on the Mortgaged Premises must be insured for loss or damage from fire, lightning and other perils (windstorm, hail, explosion, riot, civil commotion, damage by aircraft, damage by vehicles and damage by smoke) covered within the scope of standard extended coverage. If any of the preceding perils (e.g., windstorm) is excluded from the primary insurance policy, coverage of the excluded peril must be picked up through a secondary insurance policy such as may be written by a state insurance pool under Section 8202.1(c)(number 3). The insurance limits must at least equal the higher of:

- The UPB of the Mortgage

- 80% of the full replacement cost of the insurable improvements

The coverage required in accordance with the above formula must not exceed the replacement cost of the insurable improvements, even when the UPB of the Mortgage exceeds such replacement cost.

The Seller/Servicer must ensure that adequate insurance coverage is in force even when the improvements are vacant or unoccupied and must notify all insurers of any such change in occupancy in order to preserve its rights as mortgagee under the applicable insurance policy.

The deductible for fire, water (not caused by flooding) or wind damage to the insured improvements (generally designated as "dwelling" in the insurance policy) may not exceed 5 percent of the limit maintained for dwelling coverage.

(b) PUDs; ground lease communities

Requirements for 1- to 4-unit properties apply to similar residential properties within a Planned Unit Development (PUD) or a ground lease community.

If the individual units are covered by insurance purchased by their respective owners or leasehold lessees, the PUD homeowners association or the fee simple landowner/lessor of the ground lease community must insure common areas and property for 100% of their replacement cost under a commercial package policy which covers, at a minimum, loss from causes identified in the Insurance Services Office's (ISO's) *Commercial Property Causes of Loss — Special Form* endorsement. The policy must provide for loss or damage settlement at replacement cost. A policy with a coinsurance clause, inclusion of an Agreed Amount Endorsement or selection of the Agreed Value Option (which waives the requirement for coinsurance) is considered acceptable evidence that the 100% replacement cost requirement has been met. If an Agreed Amount/Agreed Value provision is used, the Agreed Amount must be no less than the estimated replacement cost. If a coinsurance clause is included in the PUD's policy, the policy is still eligible if the amount of coverage is at least equal to 100% replacement cost. The association or fee simple landowner/lessor must also obtain any additional coverage commonly required by private mortgage investors for developments similar in construction, location and use, including the following where applicable and available:

- Agreed Amount, Agreed Value, Replacement Guarantee or Extended Replacement
- Inflation Guard
- Ordinance or Law
- Mechanical Breakdown and Equipment Failure with an Ordinance or Law endorsement

The insurance limit per covered mechanical breakdown or equipment failure must equal the lesser of:

- 100% of the replacement cost of the building housing the property which is susceptible to mechanical breakdown or equipment failure, or

- $2 million

If a higher limit is required by private mortgage investors for PUDs similar in construction, location and use, the PUD homeowners association must maintain the higher insurance limit.

The deductible for fire, water (not caused by flooding) or wind damage to the insured improvements (generally designated as "building" in the insurance policy) may not exceed 5 percent of the limit maintained for building coverage.

Freddie Mac will also accept blanket insurance covering all units in the PUD or ground lease community as well as insurable common areas and property, if called for in the PUD's governing documents or in the lease. Such coverage must meet the requirements applicable to each PUD or ground lease community unit and those applicable to insurable common areas and property. Deductibles are allowed under this blanket coverage under the terms and conditions stipulated above.

The insurance policy of the PUD homeowners association or fee simple landowner/lessor of the ground lease community must name the insured in substantially the same language indicated below:

> **For PUDs:** Association of Owners of the [Name of PUD] Planned Unit Development for the use and benefit of the individual owners (designated by name, if required by law or the governing documents).
>
> **For ground lease communities:** [Name of the lessor] of the [Name of the ground lease community] for the use and benefit of the individual lessees (designated by name, if required by law or by the lease).

(c) Condominiums

The condominium owners association must insure common elements and property for 100% of their replacement cost under a *Condominium Association Coverage Form* of the ISO or equivalent commercial package policy which covers, at a minimum, loss from causes identified in the ISO's *Commercial Property Causes of Loss — Special Form* endorsement.

Common elements and property that must be insured under the condominium owners association's policy include the following:

- Building and structures in the Condominium Project

- Fixtures, machinery, equipment and supplies maintained for the service of the Condominium Project

- Fixtures, improvements, alterations and equipment within the individual Condominium Units, regardless of ownership, unless the Condominium Unit owners are required by the governing documents to insure these items

The insurance coverage must provide for loss or damage settlement at replacement cost.

A policy with a coinsurance clause, inclusion of an Agreed Amount Endorsement or selection of the Agreed Value Option (which waives the requirement for coinsurance) is considered acceptable evidence that the 100% replacement cost requirement has been met. If an Agreed Amount/Agreed Value provision is used, the Agreed Amount must be no less than the estimated replacement cost. Also, if a coinsurance clause is included in the Condominium Project's policy, the policy is still eligible if the amount of coverage is at least equal to 100% replacement cost.

The additional coverages required of PUD homeowners associations are also required of condominium owners associations where applicable and available.

Mortgages secured by a Condominium Unit in a Condominium Project or a property in a PUD with a master or blanket insurance policy that combines insurance coverage for multiple unaffiliated Condominium Projects or PUDs are not eligible for sale to Freddie Mac.

The deductible for fire, water (not caused by flooding) or wind damage to the insured improvements (generally designated as "building" in the insurance policy) may not exceed 5 percent of the limit maintained for building coverage.

The insurance policy of the condominium owners association must name the insured in substantially the same language indicated below:

> Association of Owners of the [Name of Condominium Project] Condominium for the use and benefit of the individual owners (designated by name, if required by law or the governing documents).

If the Mortgaged Premises is in a Detached Condominium Project and the condominium governing documents so permit, Freddie Mac will accept insurance for the Mortgaged Premises that meets the requirements of Sections 8202.2 through 8202.9 applicable to 1- to 4-unit properties. The condominium unit owners association must maintain all other applicable insurance coverages required in Sections 8202.2 through 8202.9.

8202.3: Flood insurance (03/02/16)

A flood zone determination (FZD) must be made for each property securing a Mortgage sold to Freddie Mac.

A FZD must be documented by a completed FEMA Standard Flood Hazard Determination Form, FEMA Form 086-0-032 (Exhibit 13, Standard Flood Hazard Determination Form [SFHDF]) in

accordance with federal law. FEMA Form 086-0-032 replaces FEMA Form 81-93; however, Form 81-93 may be used for an FZD made on or before May 30, 2015. The SFHDF may be used in a printed, computerized or electronic manner and must be retained for the life of the Mortgage in either hard copy or electronic format. Any alternative electronic format must contain all mandatory fields indicated on the SFHDF.

The date in the "Date of Determination" field on the SFHDF must be a date that is no more than 120 days before the Note Date of the Mortgage, or, if applicable, the Note Date of the refinance Mortgage. However, the "Date of Determination" field on the SFHDF may be a date that is more than 120 days before the Note Date of the Mortgage or, if applicable, the Note Date of the refinance Mortgage, if the Seller uses a "life of loan" FZD where the third party providing the FZD provides a "life of loan" certificate assuring that the Mortgage is monitored for compliance.

The loan number or other identifying information in the "Loan Identifier" field on the SFHDF must be the loan number or other identifying information for the Mortgage or, if applicable, the refinance Mortgage.

The Seller/Servicer warrants that any FZD made by a party other than the Seller/Servicer is guaranteed by the FZD maker to be accurate, in accordance with federal law. The Seller/Servicer, however, remains responsible to Freddie Mac for the accuracy of any FZD made by the Seller/Servicer or any party other than the Seller/Servicer.

If the SFHDF identifies the insurable improvements on the Mortgaged Premises as located in an area that has been identified as a Special Flood Hazard Area (SFHA) containing the letter "A" or "V" within its designated zone on a flood map (Flood Hazard Boundary Map or Flood Insurance Rate Map) of FEMA, the Seller/Servicer must ensure that flood insurance is obtained and maintained on such improvements for the term of the Mortgage. The flood insurance policy may be issued by any insurer qualified under Section 8202.1, and the terms and conditions of the flood insurance coverage must be at least equivalent to the terms and conditions of coverage provided under the standard policy of the National Flood Insurance Program (NFIP) for the type of improvements insured.

The Seller/Servicer may waive the flood insurance requirement if:

- The Borrower and the Seller/Servicer have obtained, following a joint request to FEMA as provided under federal law, a Letter of Determination Review (LODR) concluding that the insurable improvements are not in the SFHA, or

- The Borrower has provided the Seller/Servicer with a Letter of Map Amendment (LOMA) from FEMA excluding the insurable improvements or the entire property from the SFHA, or

- The Borrower has provided the Seller/Servicer with a Letter of Map Revision (LOMR) from FEMA removing the community's SFHA designation

The Borrower must maintain flood insurance on the insurable improvements until FEMA issues a LOMA, LOMR or LODR. Upon issuance of a LOMA, LOMR or LODR, the Borrower may request from FEMA a refund of paid flood insurance premiums through the insurance agent

servicing the flood insurance policy. A copy of the LOMA, LOMR or LODR, as applicable, must be maintained in the Mortgage file in accordance with Chapters 3401, 3301 and 3302.

If the insurable improvements on the Mortgaged Premises are located in an SFHA but the community does not participate in the NFIP ("nonparticipating community"), the Mortgage is not eligible for sale to Freddie Mac.

If the insurable improvements on the Mortgaged Premises are located in an area that has not been mapped by FEMA and the Seller/Servicer is not aware of any flood risks to which the improvements are exposed, the Mortgage is eligible for sale to Freddie Mac without the benefit of flood insurance. If the area has not been mapped by FEMA but the Seller/Servicer is aware that the insurable improvements are exposed to flood risks, the Mortgage is not eligible for sale to Freddie Mac without flood insurance on the improvements.

(a) 1- to 4-unit properties

If the community where the Mortgaged Premises are located participates in the Emergency Program of the NFIP, the flood insurance coverage on the insurable improvements must at least equal the lowest of the following:

- The UPB of the Mortgage
- The maximum amount of coverage currently sold under the Emergency Program of the NFIP for the type of improvements insured
- The replacement cost of the insurable improvements

The Seller/Servicer must ensure that the Borrower increases flood insurance coverage on the insurable improvements when the community moves into the Regular Program of the NFIP as described below.

If the community where the Mortgaged Premises are located participates in the Regular Program of the NFIP, the flood insurance coverage on the insurable improvements must at least equal the lowest of the following:

- The UPB of the Mortgage
- The maximum amount of coverage currently sold under the Regular Program of the NFIP for the type of improvements insured
- The replacement cost of the insurable improvements

The deductible may not exceed the maximum deductible amount currently allowed under the NFIP for the type of improvements insured.

For 1- to 4-unit properties, the Seller/Servicer may waive the flood insurance requirements for structures on the Mortgaged Premises that are detached from the primary residential structure and do not serve as a residence.

(b) PUD or ground lease community units

Flood insurance requirements for 1- to 4-unit properties apply to similar residential properties within a PUD or ground lease community.

(c) Condominium Units

Flood insurance requirements for 1- to 4-unit properties apply to similar residential properties in a Detached Condominium Project.

If the Condominium Unit securing a Mortgage sold to or serviced for Freddie Mac is in a building in a Condominium Project other than a Detached Condominium Project and all or part of the building is in an SFHA, the following flood insurance coverage, as applicable, is required:

(i) Condominium owners association's coverage

The condominium owners association must maintain building coverage on the building for the lower of (i) the building's replacement cost or (ii) $250,000 multiplied by the number of residential units in the building.

The condominium owners association must maintain contents coverage on the building for the lower of (i) the actual cash value of the contents in the building that are owned in common by the association members or (ii) the maximum amount of contents coverage sold by the NFIP for a condominium building.

The deductible of the condominium owners association's coverage may not exceed the maximum deductible amount currently allowed under the NFIP for condominium association building coverage. The deductible for association building contents may not exceed the maximum deductible amount currently allowed under the NFIP for association building contents.

(ii) Unit owner's coverage

To the extent the condominium owners association's building coverage does not meet the requirements above, the Borrower must maintain supplemental coverage on the unit in an amount at least equal to the difference between the condominium associations' building coverage allocated to that unit and the amount required on a 1- to 4-unit property and with a deductible not exceeding the maximum deductible allowed for a 1- to 4-unit property.

If the condominium owners associations' building coverage is not at least equal to the lower of 80% of the building's replacement cost or $250,000 multiplied by the number of units in the building, the Mortgage is not eligible for sale to Freddie Mac, with the exception of Freddie Mac Relief Refinance Mortgages[SM] – Same Servicer or Freddie Mac Relief Refinance Mortgages – Open Access, which remain eligible for sale to Freddie Mac with supplemental coverage if applicable.

8202.4: Rent loss insurance (03/02/16)

Rent loss insurance may be designated as "fair rental value" or "fair rental income" under the general heading of "loss of use" or "loss of rents" in property insurance policies which carry diverse labels including but, not limited to, "homeowners policy," "rental dwelling policy," "apartment policy," "landlord protector policy" or "special form," depending upon the company offering the insurance product and/or the jurisdiction in which the product is offered.

Generally, rent loss insurance pays the insured homeowner ("policyholder"):

- For rental income lost due to the insured property being rendered unrentable by direct physical loss caused by a peril such as fire, lightning, windstorm, hail, etc., for which Freddie Mac requires insurance and the property was covered by such insurance and
- Only for such time needed to repair or replace the property or 12 months, whichever is shorter

There may, however, be insurance policies under which the insurer's payment of lost rents to the policyholder does not have a specific time limit as described above. Instead, such policies may have a time limit generally described as "the shortest time required to repair or replace the property" combined with a standard monetary limit of 10 to 30% of the insurance maintained for direct physical loss to the "dwelling" on the insured property.

Generally, there is no additional charge to the policyholder for rent loss insurance that is provided as standard coverage under standard terms of a property insurance policy. Policies that contain a standard monetary limit may provide for such limit to be optionally increased at an additional charge to the policyholder.

8202.5: Liability insurance for PUDs and condominiums (03/02/16)

The PUD or condominium owners association or the fee simple landowner/lessor of the ground lease community must maintain commercial general liability (CGL) insurance covering all common areas, common elements, commercial spaces and public ways in the PUD, condominium or ground lease community.

If not already included in the terms of the CGL coverage, there must be a "severability of interest" endorsement precluding the insurer's denial of a unit owner's claim because of negligent acts by the association, the fee simple landowner/lessor or other unit owners.

The association must also maintain any additional coverage commonly required by private mortgage investors for developments similar in construction, location and use, including the following where applicable and available:

1. Comprehensive automobile liability
2. Bailee's liability
3. Elevator collision liability
4. Garage keeper's liability
5. Host liquor liability
6. Workers' compensation and employer's liability
7. Contractual liability

The insurer's limit of liability per occurrence for personal injury, bodily injury or property damage under the terms of the above coverages must be at least $1 million and the coverage must provide for claim settlements on an occurrence basis.

8202.6: Fidelity or employee dishonesty insurance for condominiums (03/02/16)

Refer to Bulletin 2016-3, which announced revisions to fidelity and employee dishonesty insurance requirements that may be implemented prior to the mandatory implementation of the August 1, 2016 effective version of this section.

Freddie Mac requires all condominium homeowners associations in Condominium Projects that consist of more than 20 units to obtain and maintain fidelity or employee dishonesty insurance that meets the terms and conditions of coverage detailed in this section. If a Condominium Project is located in a State that requires condominium homeowners associations to obtain and maintain fidelity or employee dishonesty insurance on terms or conditions different from Freddie Mac's, Freddie Mac will deem compliance with the State's requirements to be compliance with Freddie Mac's requirements.

The condominium homeowners association must maintain fidelity or employee dishonesty insurance covering losses resulting from dishonest or fraudulent acts committed by the association's directors, managers, trustees, employees or volunteers who manage the funds collected and held for the benefit of the Condominium Unit owners. A professional management

firm must be insured to the same extent as an association that manages its own operation. The management firm must submit evidence of such coverage to the association.

Fidelity or employee dishonesty insurance coverage must have all of the following characteristics:

- The policy must name the condominium homeowners association as the insured, and premiums must be paid as a common expense by the association.
- The coverage must equal no less than the maximum amount of funds in the custody of the condominium owners association or its management firm at any one time. A lower coverage limit is acceptable if the condominium's Project Documents require the homeowners association and any management firm to adhere to certain financial controls. However, in such case, the coverage limit must at least equal the sum of three months of assessments on all units in the Condominium Project.

Freddie Mac will accept reduced fidelity or employee dishonesty insurance coverage based on greater financial controls if such controls include at least one of the following provisions:

- The condominium homeowners association or its management firm maintains separate accounts for the operating budget and the reserve fund. The depository institution in which funds are deposited sends copies of the monthly account statements directly to the association.
- Separate records and accounts are maintained for each condominium homeowners association or other community association using the management firm's services. The management firm does not have the authority to draw checks on or to transfer funds from the reserve fund of the condominium owners association.
- Two or more members of the board of directors must sign any checks drawn on the reserve fund

8202.6: Fidelity or employee dishonesty insurance for condominiums (Future effective date 08/01/16)

Freddie Mac requires all condominium homeowners associations in Condominium Projects that consist of more than 20 units to obtain and maintain fidelity or employee dishonesty insurance that meets the terms and conditions of coverage detailed in this section. If a Condominium Project is located in a State that requires condominium homeowners associations to obtain and maintain fidelity or employee dishonesty insurance on terms or conditions different from Freddie Mac's, Freddie Mac will deem compliance with the State's requirements to be compliance with Freddie Mac's requirements.

The condominium homeowners association must maintain fidelity or employee dishonesty insurance covering losses resulting from dishonest or fraudulent acts committed by the

association's directors, managers, trustees, employees or volunteers who manage the funds collected and held for the benefit of the Condominium Unit owners. A professional management firm must be insured to the same extent as an association that manages its own operation. The management firm must submit evidence of such coverage to the association or must be insured under the condominium homeowners association's policy.

Fidelity or employee dishonesty insurance coverage must have all of the following characteristics:

- The policy must name the condominium homeowners association as the insured, and premiums must be paid as a common expense by the association.
- The coverage must equal no less than the maximum amount of funds in the custody of the condominium homeowners association or its management firm at any one time, unless the amount of the funds is less than or equal to $5,000, in which case fidelity or employee dishonesty insurance is not required. A lower coverage limit is acceptable if the condominium's Project Documents require the homeowners association and any management firm to adhere to certain financial controls. However, in such case, the coverage limit must at least equal the sum of three months of assessments on all units in the Condominium Project.

Freddie Mac will accept reduced fidelity or employee dishonesty insurance coverage based on greater financial controls if such controls include at least one of the following provisions:

- The condominium homeowners association or its management firm maintains separate accounts for the operating budget and the reserve fund. The depository institution in which funds are deposited sends copies of the monthly account statements directly to the association.
- Separate records and accounts are maintained for each condominium homeowners association or other community association using the management firm's services. The management firm does not have the authority to draw checks on or to transfer funds from the reserve fund of the condominium owners association.
- Two or more members of the board of directors must sign any checks drawn on the reserve fund

8202.7: Mortgage clause (03/02/16)

All policies documenting insurance coverage(s) obtained in accordance with Freddie Mac's requirements for 1- to 4-unit properties must have the insurance industry's standard mortgage clause. Such clause must provide that the insurer will notify the named mortgagee at least 10 days before cancellation of the policy.

If the Mortgage is owned in whole by Freddie Mac, "(name of Seller/Servicer), its successors and assigns" should be named as mortgagee instead of Federal Home Loan Mortgage Corporation. In deed-of-trust jurisdictions, the mortgagee should be designated as "(name of Seller/Servicer), its successors and assigns, beneficiary."

If the Federal Home Loan Mortgage Corporation must be named as mortgagee, the endorsement must show the Seller/Servicer's address in lieu of Freddie Mac's, as shown in the example below:

FEDERAL HOME LOAN MORTGAGE CORPORATION
C/O ABC SAVINGS AND LOAN ASSOCIATION
100 MAIN STREET
HOMETOWN USA 12345

If the Mortgage is registered with MERS® and is originated naming MERS as the original mortgagee of record, under no circumstances may MERS be named as loss payee on any property insurance policy.

Regardless of how the mortgage clause is endorsed, or if the Mortgage is registered with MERS, the Seller/Servicer must arrange for all insurance drafts, notices, policies, invoices, etc. to be delivered directly to the Seller/Servicer. Although the MERS address appears in county land records, the address for MERS must not be given to organizations that normally direct mail to the Seller/Servicer or subservicer.

When a mortgage clause is not applicable (e.g., in a separate policy of commercial general liability), a certificate of insurance must be provided to the Seller/Servicer. This certificate must contain the information required for certificates or other evidence of insurance in Section 8202.8, with the Seller/Servicer named as certificate holder instead of mortgagee.

8202.8: Evidence of insurance (03/02/16)

For each property securing a Mortgage owned by Freddie Mac, the Servicer must maintain evidence of all required insurance coverages in one of the following forms:

- An original policy (including the Planned Unit Development (PUD) or condominium owners association or fee simple landowner/lessor's policy under which the required coverages may be provided in whole or in part) and applicable endorsements

- A copy of the original policy and applicable endorsements if the copy meets the requirements of Chapter 3302

- A certificate, evidence or declarations of insurance showing at least the following information:

1. Name insured and mortgagee (where applicable, PUD or condominium owners association or fee simple landowner/lessor and PUD or Condominium Unit or ground lease community mortgagee for all units in which the mortgagee has an insurable interest)

2. Property address

3. Type, amount and effective dates of coverage

4. Deductible amount and coverage to which each such deductible applies

5. Any endorsement or optional coverage obtained and made part of the original policy

6. Insurer's agreement to provide at least 10 days' notice to the mortgagee (including any applicable PUD or Condominium Unit or ground lease community leasehold mortgagee) before cancellation of the policy

7. Signature of an authorized representative of the insurer, if required by law

The Servicer must maintain a specimen of each policy and endorsement for which a certificate, evidence or declarations of insurance is maintained in lieu of the policy and endorsement.

If the Servicer documents and tracks the blanket insurance policy maintained by a condominium owners association and can cross-reference to such policy each Condominium Unit Mortgage the Servicer services for Freddie Mac in the Condominium Project which is covered by such policy, the Servicer need not maintain and track a separate insurance certificate for each such Condominium Unit Mortgage.

The Servicer must carry mortgage impairment or mortgagee interest insurance if it elects not to maintain the documentation described above. The mortgage impairment or mortgagee interest policy must meet the following requirements:

1. Be underwritten by an insurer which is currently rated B/IV or better by A.M. Best and is licensed or otherwise authorized by law to conduct business in the jurisdictions where the properties are located

2. Provide coverage for the Servicer and/or Freddie Mac

3. Provide coverage in scope and amounts at least equal to those required under Sections 2101.5 through 2101.6

4. Provide for at least 180 days' written notice to the Servicer and, if applicable, Freddie Mac before canceling or terminating the coverage

5. Be approved by any regulatory authority to which the Servicer is subject, if such approval is required

Having a mortgage impairment or mortgagee interest policy does not relieve the Servicer of any of its Servicing obligations under the Purchase Documents, including the obligations to demonstrate to Freddie Mac that all the insurance coverages required in this Chapter 8202 on a property securing a Mortgage serviced for Freddie Mac are indeed in force and to take all remedial actions required in this Chapter 8202 when any such coverage is not in force.

In addition to all other remedies of Freddie Mac provided for in the Purchase Documents, the Servicer will indemnify Freddie Mac for any loss Freddie Mac sustains due to the Servicer's failure to verify that the required insurance is in force on the Mortgaged Premises. The Servicer's obligation shall in no way be limited to the amount of coverage in force under a mortgage impairment or mortgagee interest policy.

8202.9: Insurance charges (03/02/16)

Premiums for insurance covering the Mortgaged Premises will be paid when due by Borrowers or the Servicer if the Servicer collects Escrows for such purposes.

Premiums for insurance obtained by a Planned Unit Development (PUD) or condominium owners association for the benefit of the PUD or Condominium Project will be paid by the association as a common expense assessable to all unit owners.

8202.10: Special insurance requirements and changes in insurance requirements (03/02/16)

The Seller/Servicer must require the Borrower to obtain appropriate insurance coverage in accordance with the terms of the Security Instrument and applicable law when any of the following conditions exists:

- The Seller/Servicer becomes aware of localized perils (for example, flood, sinkhole, mine subsidence, volcanic eruption, avalanche) that are not covered by standard property insurance

- The area where the Mortgaged Premises is located was not subject to flood insurance requirements at inception of the Mortgage or when Freddie Mac purchased the Mortgage, but has now been classified as a "Special Flood Hazard Area" (SFHA) by a Federal Emergency Management Agency (FEMA) map change, the Servicer is aware of such classification and the Servicer has determined that the insurable improvements on the Mortgaged Premises are in the new SFHA. Flood insurance required under these provisions must be in force within 120 days of the effective date of the map change or the related Freddie Mac announcement.

  The Servicer must have processes in place that allow the Servicer to identify any map change that becomes effective on or after April 1, 1995, determine which insurable improvements on Mortgaged Premises in the community affected by the map change are now "in SFHA" and

ensure that affected Borrowers obtain flood insurance within 120 days of the effective date of the map change.

Any new flood zone determination (FZD) necessitated by the above provisions must be documented as required in Section 8202.3. The Servicer warrants that any FZD made on or after June 1, 1995, by a party other than the Servicer is guaranteed by the FZD maker to be accurate, in accordance with federal law. The Servicer, however, remains responsible to Freddie Mac for the accuracy of any FZD made by the Servicer or a party other than the Servicer.

- The area where the Mortgaged Premises is located is an SFHA but the community has become a nonparticipating community and flood insurance provided by the National Flood Insurance Program (NFIP) will not be renewed.

If the additional coverage cannot be obtained, the Servicer must immediately make appropriate recommendations to Freddie Mac **(see Directory 5)**.

The Servicer may authorize the Borrower to discontinue flood insurance coverage upon verification of map revision or receipt of one of the following letters:

- A Letter of Map Amendment (LOMA) issued to the Borrower by FEMA, or
- A Letter of Map Revision (LOMR) issued to the Borrower's community by FEMA, or
- A Letter of Determination Review (LODR) issued to the Borrower and the Servicer by FEMA

8202.11: Insurance loss settlements (03/02/16)

Upon notification of loss or damage to the Mortgaged Premises, the Servicer must monitor and coordinate the claim process with the Borrower and the insurer. The Servicer must take appropriate action to:

- Verify the extent of the loss or damage
- Ensure judicious disbursement of insurance proceeds for the necessary repairs
- Protect the priority of the Mortgage by obtaining, where necessary, waivers of materialman's or mechanic's liens
- Document completion of the repairs

Refer to Section 8403.1 for additional requirements.

The Servicer may be named as loss payee on insurance drafts and must comply with any applicable law and, where applicable, any requirement of the FHA, VA, RHS or MI. Details concerning the loss or damage and disposition of the insurance proceeds must be recorded in the Mortgage file.

The Servicer does not need to submit a report and related recommendations to Freddie Mac unless:

- The Mortgage is in foreclosure or the Mortgaged Premises is abandoned and/or has been acquired by the Servicer through foreclosure or deed-in-lieu of foreclosure. (See Section 9603.11(b) for remittance requirements for insurance loss settlements.)
- The insured improvements have suffered a total or near total loss
- The insured improvements cannot be rebuilt
- The Servicer wishes to apply insurance proceeds to the Mortgage debt instead of repairing the property, or
- Insurance proceeds exceed the amounts required to restore the property to its original condition

If any of the above conditions exist, the Servicer must submit the recommendation along with the appropriate documentation to Freddie Mac **(see Directory 5)**, within five Business Days of learning of the situation.

Following is guidance to assist the Servicer in satisfying the requirements of this section.

(a) Property insurance claims

Property insurance that Freddie Mac requires the Borrowers to maintain should provide sufficient recoveries for losses or damages to the Mortgaged Premises:

- **Loss-of-use or additional living expense clause:** Homeowner insurance policies generally have a loss-of-use or additional living expense clause. This clause covers increases in living expenses necessary for an insured household to:
  - Maintain its normal living standards away from a residence that is being repaired or reconstructed
  - Permanently resettle elsewhere
- **Claim proceeds:** Insurers generally issue drafts directly to the insured Borrower in payment for losses to contents (as opposed to structural losses) or for off-residence living expenses. If any such payment is made jointly to the Borrower and the Servicer, the Servicer must release the insurance funds to the Borrower without delay.

When the Mortgaged Premises has suffered a loss, the Servicer must follow the requirements in the below table for releasing proceeds:

	Mortgage status at time of notification of loss	
	Current or less than 31 days delinquent at the time of notification of loss	**31 or more days delinquent at the time of notification of loss**
Initial insurance loss draft distribution	May release insurance proceeds up to the greater of: a) $40,000 b) 10% of UPB or c) The amount by which the release funds exceed the sum of the UPB, accrued interest and advances on the Mortgage	May make an initial disbursement of 25% of the insurance proceeds but not 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. If proceeds are less than or equal to $2,500, the Servicer may disburse in one payment.
Additional loss draft distributions	Remaining funds may be distributed based on the repair plan reviewed and approved by the Servicer with inspections prior to additional funds being released.	Remaining funds may be distributed in increments not to exceed 25% of the insurance loss proceeds. The Servicer must inspect repairs prior to release of any additional funds.

	Current or less than 31 days delinquent at the time of notification of loss	31 or more days delinquent at the time of notification of loss
Final inspection	Required to ensure all repairs are completed. Inspections and a repair plan are not required if total insurance proceeds are less than or equal to $10,000.	Required to ensure all repairs are completed.
Loss payee: Directly to the Borrower or jointly to the Borrower and a contractor	The Servicer may release proceeds received less than or equal to $20,000 directly to the Borrower. The Servicer must release proceeds greater than $20,000 payable jointly to the Borrower and contractor. If the Borrower advanced payments to the contractor, then the check may be made to the Borrower provided the Servicer obtains documentation of the materials and services paid by the Borrower.	All checks must be made payable jointly to the Borrower and a licensed contractor. If the Borrower advanced payments to the contractor, then the check may be made to the Borrower provided the Servicer obtains documentation of the materials and services paid by the Borrower.
Licensed contractor	For proceeds less than $40,000, the Servicer must have policies and procedures to determine when a licensed contractor is required to repair or reconstruct the residences. For proceeds greater than or equal to $40,000, the Servicer must ensure a licensed contractor is used to repair or reconstruct the residences.	Always required to use a licensed contractor to repair or reconstruct the residences.

A Servicer may unilaterally apply the insurance proceeds to the Mortgage's unpaid balance only to the extent allowed by applicable law and the Security Instrument. The Borrower, however, may unilaterally decide to have the proceeds applied to the Mortgage's unpaid balance.

If repair or reconstruction of the residence is expected to take more than three months, insurance funds retained by the Servicer pending disbursement for such repair or reconstruction must be maintained in a federally insured account that pays interest to the Borrower.

(b) Repair or reconstruction of the Mortgaged Premises

In overseeing the repair or reconstruction of damaged or destroyed residences, the Servicer should, to the extent applicable, practicable and required, ascertain that:

- The contractor chosen by the Borrower to repair or reconstruct the residence is:
  - Duly licensed under applicable laws and regulations
  - Qualified and experienced to perform the types of work contracted
  - Financially able to complete the repair or reconstruction within scheduled time frames
- The plans and specifications for the work contracted:
  - Describe repair or reconstruction that is generally consistent with the damage or destruction suffered by the residence, as reported in the proof of loss filed by the Borrower with the property insurer and as documented by the insurer's adjuster
  - Establish a reasonable schedule for completion of each phase of repair or reconstruction
- The Borrower and the contractor have executed a contract by which they agree to the following:
  - The contractor will perform the work described in the plans and specifications
  - The contractor will comply with applicable codes and regulations governing residential repair or reconstruction (including, but not limited to, building codes and zoning, permit and inspection regulations).

    These codes and regulations may vary from State to State and, within the same State, from county to county. Therefore, Servicers should have adequate measures in place to verify contractors' and inspectors' compliance certifications to protect Freddie Mac's and the Servicer's respective investments.

If additional funds are needed to bring a damaged or destroyed residence into compliance with applicable codes and regulations, the Borrowers should determine whether their property insurer will waive any policy provision restricting payment for the increased cost of construction resulting from enforcement of codes and regulations.

- ❑ A specified dollar amount is the maximum amount that the contractor may charge for the work

- ❑ The contractor will be paid a specified advance (if applicable, usually not exceeding 10% percent of the total contract amount) and, subsequently, on a specified draw schedule contingent on verification of satisfactory completion of specified work phases. If the mortgage status at time of notification is 31 or more days delinquent at time of loss, released funds must not exceed 25% increments of insurance loss proceeds.

- ❑ The contractor, its subcontractors and its material suppliers will provide written acknowledgment of payment for work performed and materials supplied and the necessary lien waivers or releases so that the Mortgaged Premises may remain clear of all such liens and encumbrances.

- Each scheduled work phase has been satisfactorily completed in accordance with the plans and specifications in the contract.

The Servicer may choose to have the above described oversight functions performed by its staff or by a third party (such as a specialized firm or another Servicer). However, the Servicer is liable for the performance of any third party it retains. The third party may be compensated from insurance proceeds retained by the Servicer only to the extent agreed to by the Borrower and allowed under applicable law.

8202.12: Lender-Placed Insurance (03/02/16)

Refer to Bulletin 2015-18, which announced new deductible requirements for Lender-Placed Insurance policies that Servicers are encouraged to implement prior to the mandatory implementation of the July 1, 2016 effective version of this section.

The Seller/Servicer must require the Borrower to obtain appropriate insurance coverage in accordance with the terms of the Security Instrument, the Guide and applicable law.

The Servicer must continuously monitor the Borrower and Mortgage to ensure that adequate coverage has been obtained and remains in force. If the Borrower's coverage is cancelled or in jeopardy of cancellation due to non-payment of premium, the Servicer must attempt to continue coverage by paying the premium on behalf of the Borrower in accordance with applicable law. If the Borrower and the Servicer do not or cannot continue such coverage or if the coverage

obtained is cancelled or lapses, the Servicer must obtain Lender-Placed Insurance (LPI). The Servicer must then adjust the Borrower's Escrow payments accordingly or bill the Borrower to recover the advance if the Servicer does not maintain an Escrow account for the Borrower. If the Borrower fails to reimburse the Servicer, the Servicer may recommend acceleration to Freddie Mac for the Borrower's default under the terms of the Security Instrument.

If the additional coverage cannot be obtained, the Servicer must immediately make appropriate recommendations to Freddie Mac **(see Directory 5)**.

If the Servicer obtains LPI coverage for the Borrower from an LPI carrier in accordance with this section, the following apply:

- The Servicer or agents, brokers or other entities affiliated with the Servicer may not receive any compensation in the form of commissions or similar incentive-based compensation regardless of its designation as commission, bonus, fees or other type of payment from LPI carriers; and

- The Servicer may not use its own affiliated entities to insure or reinsure LPI

For purposes of this section an "entity" is "affiliated" with the Servicer when it is owned or controlled, in whole or in part, by the Servicer, including, but not limited to, a subsidiary of or in a joint venture or partnership with the Servicer. An affiliated entity shall also include any entity that owns or controls, in whole or in part, the Servicer (e.g., the parent company of the Servicer) and any entity that is under common ownership or control with the Servicer (e.g., two subsidiaries of the same parent company). An affiliated entity shall not include a publicly-traded company of whose stock the Servicer owns less than 5%.

The Servicer must comply with all applicable law pertaining to administration of LPI, including providing notices to the Borrower and refund of premium for duplicate coverage.

The Servicer must, upon request from Freddie Mac, provide a copy of the insurance policy and any and all agreements with any LPI carrier used by the Servicer on Mortgages demonstrating compliance with the above requirements.

A Servicer's failure to comply with the above requirements may result in any of the remedies available to Freddie Mac in Section 3601.1.

8202.12: Lender-Placed Insurance (Future effective date 07/01/16)

The Seller/Servicer must require the Borrower to obtain appropriate insurance coverage in accordance with the terms of the Security Instrument, the Guide and applicable law.

The Servicer must continuously monitor the Borrower and Mortgage to ensure that adequate coverage has been obtained and remains in force. If the Borrower's coverage is cancelled or in jeopardy of cancellation due to non-payment of premium, the Servicer must attempt to continue coverage by paying the premium on behalf of the Borrower in accordance with applicable law. If the Borrower and the Servicer do not or cannot continue such coverage or if the coverage obtained is cancelled or lapses, the Servicer must obtain Lender-Placed Insurance (LPI). The Servicer must then adjust the Borrower's Escrow payments accordingly or bill the Borrower to recover the advance if the Servicer does not maintain an Escrow account for the Borrower. If the Borrower fails to reimburse the Servicer, the Servicer may recommend acceleration to Freddie Mac for the Borrower's default under the terms of the Security Instrument.

If the additional coverage cannot be obtained, the Servicer must immediately make appropriate recommendations to Freddie Mac **(see Directory 5)**.

If the Servicer obtains LPI coverage for the Borrower from an LPI carrier in accordance with this section, the following apply:

- The Servicer or agents, brokers or other entities affiliated with the Servicer may not receive any compensation in the form of commissions or similar incentive-based compensation regardless of its designation as commission, bonus, fees or other type of payment from LPI carriers; and

- The Servicer may not use its own affiliated entities to insure or reinsure LPI

For purposes of this section an "entity" is "affiliated" with the Servicer when it is owned or controlled, in whole or in part, by the Servicer, including, but not limited to, a subsidiary of or in a joint venture or partnership with the Servicer. An affiliated entity shall also include any entity that owns or controls, in whole or in part, the Servicer (e.g., the parent company of the Servicer) and any entity that is under common ownership or control with the Servicer (e.g., two subsidiaries of the same parent company). An affiliated entity shall not include a publicly-traded company of whose stock the Servicer owns less than 5%.

Required deductibles for LPI policies effective on or after July 1, 2016 are provided in the table below. The required deductible is based on the dwelling coverage amount provided by the LPI policy. These deductibles are required for all perils except wind, hail and flood, to the extent permissible under applicable State law.

Dwelling coverage	Deductible
Less than $100,000	$1,000
$100,000 up to and including $250,000	$2,000
Greater than $250,000	$2,500

The Servicer must comply with all applicable law pertaining to administration of LPI, including providing notices to the Borrower and refund of premium for duplicate coverage.

The Servicer must, upon request from Freddie Mac, provide a copy of the insurance policy and any and all agreements with any LPI carrier used by the Servicer on Mortgages demonstrating compliance with the above requirements.

A Servicer's failure to comply with the above requirements may result in any of the remedies available to Freddie Mac in Section 3601.1.

Chapter 8203: Mortgage Insurance

8203.1: Mortgage insurance warranties (03/02/16)

(a) Terms

The following terms apply for purposes of this chapter:

- **HPA** – The Homeowners Protection Act of 1998, as amended
- **HPA Effective Date** – July 29, 1999, the first date on which requirements of the HPA applied to any HPA Mortgage
- **HPA Mortgage** – A 1-unit Primary Residence Mortgage originated on or after the HPA Effective Date
- **HPA Mortgage Annual Notice** – A written statement that, pursuant to the HPA, the Seller/Servicer must send annually to a Borrower concerning the Borrower's HPA Mortgage. The statement informs the Borrower of mortgage insurance cancellation and termination rights pertaining to the Borrower's HPA Mortgage. The HPA requires different notices, the contents of which depend on whether the HPA Mortgage is a fixed-rate or adjustable-rate Mortgage.
- **Pre-HPA Mortgage** – Any Home Mortgage originated before the HPA Effective Date
- **Pre-HPA Mortgage Annual Notice** – A written statement that, pursuant to the HPA, the Seller/Servicer must send annually to a Borrower concerning the Borrower's Pre-HPA Mortgage. The statement gives instructions to the Borrower on how to contact the Seller/Servicer to determine if and how mortgage insurance may be canceled.

(b) General warranties; applicability of HPA

The Seller/Servicer warrants that mortgage insurance is maintained as required in Section 4701.1 unless canceled in accordance with the requirements of Sections 8203.2 through 8203.7 or pursuant to applicable law. The Seller/Servicer also warrant that the Borrower has been given all disclosures required by law, including, but not limited to, the HPA, relating to the terms on which the Borrower-paid mortgage insurance may be canceled. Such disclosures include an initial HPA-related notice given to a Borrower at the Mortgage closing and an HPA Mortgage Annual Notice or Pre-HPA Mortgage Annual Notice, as applicable.

The HPA contains numerous requirements with which the Seller/Servicer should be familiar and with which it must comply. The Mortgage Bankers Association of America (MBA) and America's Community Bankers (now known as American Bankers Association (ABA)) have published a book entitled *Implementation Guide to PMI Cancellation: Understanding the*

Homeowners Protection Act of 1998 ("Implementation Guide"). The Implementation Guide contains substantial information about the HPA's requirements and how they may be implemented. The Seller/Servicer may find the information set forth in the Implementation Guide to be useful in planning and carrying out its programs for complying with the HPA. The Seller/Servicer should also seek the services of competent professionals if legal advice or other expert assistance to comply with the HPA is required.

Copies of the Implementation Guide may be purchased by contacting the MBA as follows:

Mortgage Bankers Association of America
919 M Street NW, Suite 500
Washington, DC 20036
(202) 557-2861

(c) Pre-HPA Mortgage that is modified or reset

The modification or reset of a Pre-HPA Mortgage (a fixed-rate, adjustable-rate) does not cause the Pre-HPA Mortgage to become an HPA Mortgage or trigger any new obligation under the HPA relating to the Pre-HPA Mortgage.

8203.2: Borrower-requested cancellation of Borrower-paid mortgage insurance: 1-unit Primary Residences or second homes (03/02/16)

The Seller/Servicer must cancel mortgage insurance when the Borrower and the Mortgage meet the requirements of this section. Refer to Section 4201.15 for the definition of second homes. The occupancy of the Mortgaged Premises as stated in the Borrower's Mortgage application is determinative of whether the Mortgaged Premises is a Primary Residence, a second home or an Investment Property for mortgage insurance cancellation purposes.

Some of the requirements below, as they apply to 1-unit Primary Residence Mortgages originated on or after July 29, 1999, are derived from the HPA. (See Section 8203.1 for additional information about the HPA.)

(a) Cancellation point

Based on Original Value	Based on Current Value
The loan-to-value (LTV) ratio must be 80% or less based on the original value as defined in Section 4203.1 At the option of the Borrower, this LTV ratio may be based upon (1) the amortization schedule (initial amortization schedule for a fixed-rate Mortgage or current amortization schedule following the most recent rate change for an ARM) irrespective of the Mortgage's UPB or (2) actual payments.	The LTV ratio must be:
	■ 80% or less, if five years or more have elapsed since the Origination Date of the Mortgage, or
	■ 75% or less, if two or more years, but less than five years have elapsed since the Origination Date of the Mortgage
	If substantial improvements to the Mortgaged Premises have increased the market value of the Mortgaged Premises, Freddie Mac will allow cancellation of mortgage insurance at any time (with no minimum seasoning period) when the LTV ratio is 80% or less. For this purpose, the market value of the Mortgaged Premises must be calculated using the current market value estimate in a BPO or an appraisal that is prepared after the relevant improvements have been completed. When ordering a BPO or an appraisal in conjunction with a request to cancel mortgage insurance on the basis of substantial improvements to the Mortgaged Premises, the Seller/Servicer must require that the broker or appraiser state in the BPO or appraisal the specific nature, extent and cost of the improvements made and the effect of the improvements on the estimated market value. The improvements must conform to local zoning and building codes.

(b) Evidence of value

Based on Original Value	Based on Current Value
The Seller/Servicer must warrant that the value of the Mortgaged Premises, at a minimum, supports the LTV ratio required to cancel mortgage insurance.	The Seller/Servicer must verify the current value by one of the following methods:
Alternatively, the Seller/Servicer must verify the current value by one of the following methods:	■ A current BPO ordered from Freddie Mac's vendor network at the Borrower's expense. (The BPO must be an interior and exterior BPO performed within 120 days of the date on which the Seller/Servicer received the Borrower's request to cancel mortgage insurance. Refer to Sections 2406.4 and 9202.17 for details regarding Freddie Mac's process to order a BPO for any purpose.) or
■ A current BPO the Seller/Servicer orders from Freddie Mac's vendor network at the Borrower's expense. (The BPO must be an interior and exterior BPO performed within 120 days of the date on which the Seller/Servicer received the Borrower's request to cancel mortgage insurance. Refer to Sections 2406.4 and 9202.17 for details regarding Freddie Mac's process to order a BPO for any purpose.) or	
■ A current appraisal with an interior and exterior inspection the Seller/Servicer orders at the Borrower's expense. The appraisal must comply with the requirements of Chapter 5601 and be performed within 120 days of the date on which the Seller/Servicer received the Borrower's request to cancel mortgage insurance.	■ A current appraisal with an interior and exterior inspection the Seller/Servicer orders at the Borrower's expense. The appraisal must comply with the requirements of Chapter 5601 and be performed within 120 days of the date on which the Seller/Servicer received the Borrower's request to cancel mortgage insurance.

(c) Payment history

Based on Original Value	Based on Current Value
The Borrower's payment history must, as it applies to the age of the Mortgage, show:	The Borrower's payment history must, as it applies to the age of the Mortgage, show:

Based on Original Value	Based on Current Value
■ No payment 30 days or more past due in the preceding 12 months, and	■ No payment 30 days or more past due in the preceding 12 months, and
■ No payment 60 days or more past due in the preceding 24 months	■ No payment 60 days or more past due in the preceding 24 months
The reference to a "preceding" period in the payment history requirements set forth above means the specified time period that immediately preceded the later of (a) the date on which the required LTV ratio was reached or (b) the date on which the Seller/Servicer received the Borrower's request to cancel mortgage insurance.	The reference to a "preceding" period in the payment history requirements set forth above means the specified time period that immediately preceded the later of (a) the date on which the required LTV ratio was reached or (b) the date on which the Seller/Servicer received the Borrower's request to cancel mortgage insurance.

(d) Other conditions

Based on Original Value	Based on Current Value
■ No minimum seasoning of a Mortgage required	■ There must be no other default under the Security Instrument in the last 12 months
■ Except as may otherwise be provided in a Purchase Contract entered into between Freddie Mac and a Seller, the Seller/Servicer must not request or require that a Borrower, upon requesting cancellation of mortgage insurance, make a written certification or any other representation concerning the existence or nonexistence of a Second Mortgage or other subordinate lien on the Mortgaged Premises. If a Purchase Contract contains a condition relating to such a written certification or representation by a Borrower, the Seller and the Servicer of the Borrower's Mortgage must provide to the Borrower all disclosures required by law with respect to the condition set forth in the Purchase Contract.	■ Except as may otherwise be provided in a Purchase Contract entered into between Freddie Mac and a Seller, the Seller/Servicer must not request or require that a Borrower, upon requesting cancellation of mortgage insurance, make a written certification or any other representation concerning the existence or nonexistence of a Second Mortgage or other subordinate lien on the Mortgaged Premises. If a Purchase Contract contains a condition relating to such a written certification or representation by a Borrower, the Seller and the Servicer of the Borrower's Mortgage must provide to the Borrower all disclosures

Based on Original Value	Based on Current Value
	required by law with respect to the condition set forth in the Purchase Contract.

(e) Special provision

Based on Original Value	Based on Current Value
In addition to processing and responding to Borrowers' written requests to cancel mortgage insurance in accordance with the requirements in Section 8203.2(a) through 8203.2(d), the Seller/Servicer may also, on its own initiative, do the following: (1) systematically identify all Mortgages the Seller/Servicer services for Freddie Mac that have reached the mortgage insurance cancellation point set forth above, (2) notify the affected Borrowers of the additional steps that must be taken to determine if mortgage insurance may be canceled, and (3) cancel mortgage insurance upon ascertaining that all of the conditions set forth above have been met.	

8203.3: Borrower-requested cancellation of Borrower-paid mortgage insurance: 2- to 4-unit Primary Residences or 1- to 4-unit Investment Properties (03/02/16)

The Seller/Servicer must cancel mortgage insurance when the Borrower and the Mortgage meet the requirements of this section. The occupancy of the Mortgaged Premises as stated in the Borrower's Mortgage application is determinative of whether the Mortgaged Premises is a Primary Residence, a second home or an Investment Property for mortgage insurance cancellation purposes.

(a) Cancellation point

Based on Original Value	Based on Current Value
The loan-to-value (LTV) ratio must be 65% or less based on the original value as defined in Section 4203.1	The LTV ratio must be 65% or less based on the current value.

(b) Evidence of value

Based on Original Value	Based on Current Value
The Seller/Servicer must warrant that the value of the Mortgaged Premises, at a minimum, supports the LTV ratio required to cancel mortgage insurance.	The Seller/Servicer must verify the current value by one of the following methods:
Alternatively, the Seller/Servicer must verify the current value by one of the following methods:	■ A current BPO the Seller/Servicer orders from Freddie Mac's vendor network at the Borrower's expense. (The BPO must be an interior and exterior BPO performed within 120 days of the date on which the Seller/Servicer received the Borrower's request to cancel mortgage insurance. Refer to Sections 2406.4 and 9202.17 for details regarding Freddie Mac's process to order a BPO for any purpose.) or
■ A current BPO the Seller/Servicer orders from Freddie Mac's vendor network at the Borrower's expense. (The BPO must be an interior and exterior BPO performed within 120 days of the date on which the Seller/Servicer received the Borrower's request to cancel mortgage insurance. Refer to Sections 2406.4 and 9202.17 for details regarding Freddie Mac's process to order a BPO for any purpose.) or	

Based on Original Value	Based on Current Value
■ A current appraisal with an interior and exterior inspection the Seller/Servicer orders at the Borrower's expense. The appraisal must comply with the requirements of Chapter 5601 and be performed within 120 days of the date on which the Seller/Servicer received the Borrower's request to cancel mortgage insurance.	■ A current appraisal with an interior and exterior inspection the Seller/Servicer orders at the Borrower's expense. The appraisal must comply with the requirements of Chapter 5601 and be performed within 120 days of the date on which the Seller/Servicer received the Borrower's request to cancel mortgage insurance.

(c) Payment history

Based on Original Value	Based on Current Value
The Borrower's payment history must, as it applies to the age of the Mortgage, show:	The Borrower's payment history must, as it applies to the age of the Mortgage, show:
■ No payment 30 days or more past due in the preceding 12 months, and	■ No payment 30 days or more past due in the preceding 12 months, and
■ No payment 60 days or more past due in the preceding 24 months	■ No payment 60 days or more past due in the preceding 24 months
The reference to a "preceding" period in the payment history requirements set forth above means the specified time period that immediately preceded the later of (a) the date on which the required LTV ratio was reached or (b) the date on which the Seller/Servicer received the Borrower's request to cancel mortgage insurance.	The reference to a "preceding" period in the payment history requirements set forth above means the specified time period that immediately preceded the later of (a) the date on which the required LTV ratio was reached or (b) the date on which the Seller/Servicer received the Borrower's request to cancel mortgage insurance.

(d) Other conditions

Based on Original Value	Based on Current Value
■ No minimum seasoning of a Mortgage required	■ At least two years must have elapsed since the Origination Date of the Mortgage
■ There must be no other default under the Security Instrument in the last 12 months	■ If substantial improvements to the Mortgaged Premises have increased the market value of the Mortgaged Premises, Freddie Mac will allow cancellation of mortgage insurance at any time (with no minimum seasoning period) when the LTV ratio is 65% or less. For this purpose, the market value of the Mortgaged Premises must be calculated using the current market value estimate in a BPO or an appraisal that is prepared after the relevant improvements have been completed. When ordering a BPO or an appraisal in conjunction with a request to cancel mortgage insurance on the basis of substantial improvements to the Mortgaged Premises, the Seller/Servicer must require that the broker or appraiser state in the BPO or appraisal the specific nature, extent and cost of the improvements made and the effect of the improvements on the estimated market value. The improvements must conform to local zoning and building codes:

Based on Original Value	Based on Current Value
■ Except as may otherwise be provided in a Purchase Contract entered into between Freddie Mac and a Seller, the Seller/Servicer must not request or require that a Borrower, upon requesting cancellation of mortgage insurance, make a written certification or any other representation concerning the existence or nonexistence of a Second Mortgage or other subordinate lien on the Mortgaged Premises. If a Purchase Contract contains a condition relating to such a written certification or representation by a Borrower, the Seller and the Servicer of the Borrower's Mortgage must provide to the Borrower all disclosures required by law with respect to the condition set forth in the Purchase Contract.	■ There must be no other default under the Security Instrument in the last 12 months ■ Except as may otherwise be provided in a Purchase Contract entered into between Freddie Mac and a Seller, the Seller/Servicer must not request or require that a Borrower, upon requesting cancellation of mortgage insurance, make a written certification or any other representation concerning the existence or nonexistence of a Second Mortgage or other subordinate lien on the Mortgaged Premises. If a Purchase Contract contains a condition relating to such a written certification or representation by a Borrower, the Seller and the Servicer of the Borrower's Mortgage must provide to the Borrower all disclosures required by law with respect to the condition set forth in the Purchase Contract.

8203.4: Automatic cancellation of Borrower-paid mortgage insurance: 1-unit Primary Residences or second homes (03/02/16)

Some of the requirements below, as they apply to 1-unit Primary Residence Mortgages originated on or after July 29, 1999, are derived from the HPA. (See Section 8203.1 for additional information about the HPA.)

(a) Mortgages secured by 1-unit Primary Residences or second homes with Origination Dates on or after July 29, 1999

For a Mortgage secured by a 1-unit Primary Residence or second home with an Origination Date on or after July 29, 1999, the requirements for the automatic cancellation of mortgage insurance are as follows:

Cancellation point	Whichever occurs first: 1) The date on which the loan-to-value (LTV) ratio of the Mortgage, irrespective of the UPB of the Mortgage on that date, is first scheduled to reach 78% based on the original value of the Mortgaged Premises as defined in Section 4203.1, or 2) The date on which the midpoint of the amortization period of the Mortgage is reached. (The midpoint occurs halfway through a Mortgage's amortization period. As an example, in the case of a 360-month or 30-year Mortgage with a payment Due Date on the 1st of each month, the midpoint is deemed to be the 1st day of the 180th month. Assuming that the 180th month is April 2021, and that the Due Date for the April 2021 payment is April 1, and that the payment record conditions below are met, the Seller/Servicer must have mortgage insurance canceled effective for the 181st month's payment, i.e., the payment whose Due Date is May 1, 2021.) For an ARM (either HPA or Pre-HPA), the LTV ratio set forth above and the midpoint of the amortization period are both based upon the current amortization schedule following the most recent rate change.

Payment record	All Principal and Interest and Escrow installments with Due Dates prior to the cancellation point must be paid by the cancellation point. (In the example set forth above, all installments of Principal and Interest and Escrow with Due Dates before April 1, 2021, must have been paid by April 1, 2021, in order for mortgage insurance to be canceled effective as of May 1, 2021.) If any installment of Principal and Interest and Escrow with a Due Date prior to the cancellation point has not been paid by the cancellation point, then the cancellation point must be deferred to the 1st day of the 1st month beginning after the date on which all installments of Principal and Interest and Escrow with Due Dates prior to the new cancellation point are paid.

(b) Mortgages secured by 1-unit Primary Residences or second homes with Origination Date before July 29, 1999

For a Mortgage secured by a 1-unit Primary Residence or second home with an Origination Date before July 29, 1999, the requirements for the automatic cancellation of mortgage insurance are optional through December 29, 2000, and mandatory effective January 2, 2001, as follows:

Cancellation point	The date on which the midpoint of the amortization period of the Mortgage is reached. (The midpoint occurs halfway through a Mortgage's amortization period. As an example, in the case of a 360-month or 30-year Mortgage with a payment Due Date on the 1st of each month, the midpoint is deemed to be the 1st day of the 180th month. Assuming that the 180th month is April 2001, and that the Due Date for the April 2001 payment is April 1, and that the payment record conditions below are met, the Seller/Servicer must have mortgage insurance canceled effective for the 181st month's payment, i.e., the payment whose Due Date is May 1, 2001.) For an ARM (either HPA or Pre-HPA), the midpoint of the amortization period is based upon the current amortization schedule following the most recent rate change.

Payment record	All Principal and Interest and Escrow installments with Due Dates prior to the cancellation point must be paid by the cancellation point. (In the example set forth above, all installments of Principal and Interest and Escrow with Due Dates before April 1, 2001, must have been paid by April 1, 2001, in order for mortgage insurance to be canceled effective as of May 1, 2001.) If any installment of Principal and Interest and Escrow with a Due Date prior to the cancellation point has not been paid by the cancellation point, then the cancellation point must be deferred to the 1st day of the 1st month beginning after the date on which all installments of Principal and Interest and Escrow with Due Dates prior to the new cancellation point are paid.

(c) Mortgages secured by 2- to 4-unit Primary Residences or 1- to 4-unit Investment Properties

Mortgages secured by 2- to 4-unit Primary Residences or 1- to 4-unit Investment Properties, regardless of their Origination Dates, are not eligible for automatic cancellation of mortgage insurance.

8203.5: Cancellation of Borrower-paid mortgage insurance on modified HPA and pre-HPA Mortgages (03/02/16)

For the purpose of canceling mortgage insurance on a modified Mortgage (either HPA or pre-HPA), the required loan-to-value ratio and the midpoint of the amortization period, as applicable, must be based upon the modified terms of the Mortgage.

8203.6: Cancellation of Borrower-paid mortgage insurance on reset HPA and pre-HPA Mortgages (03/02/16)

For the purpose of canceling mortgage insurance, a Balloon/Reset Mortgage (either HPA or pre-HPA), must be processed pursuant to the same requirements that apply to an ARM.

8203.7: Cancellation of Borrower-paid mortgage insurance on refinance HPA and pre-HPA Mortgages (03/02/16)

For the purpose of canceling mortgage insurance on a refinance Mortgage (either HPA or pre-HPA), the original value is the appraised value relied upon to approve the refinance transaction.

8203.8: Cancellation of lender-paid mortgage insurance (03/02/16)

Lender-paid mortgage insurance is not cancelable but the Seller/Servicer must provide to the Borrower all related disclosures required by the HPA, if applicable.

8203.9: FHA insurance (03/02/16)

FHA insurance must not be canceled while Freddie Mac has an ownership interest in the Mortgage. The Seller/Servicer must; however, discontinue the collection of FHA insurance premiums from a Borrower automatically or pursuant to a Borrower's request in accordance with applicable FHA regulations.

8203.10: Transfers of mortgage insurance coverage (03/02/16)

The Seller/Servicer must not transfer the mortgage insurance coverage in effect at the time the Seller/Servicer delivered a Mortgage to Freddie Mac, except if any of the following events occur:

1. Coverage must be replaced in conjunction with a third party's assumption of the Borrower's Mortgage obligations
2. The existing MI does not renew the existing coverage
3. Freddie Mac has terminated the approval status of the existing MI
4. Freddie Mac has instructed the Seller/Servicer to transfer the coverage

8203.11: Reporting mortgage insurance cancellations (03/02/16)

(a) What the Seller/Servicer must report

The Seller/Servicer must report the following mortgage insurance cancellation data to Freddie Mac:

1. **Cancellation date**

   The cancellation date is defined as the date the Seller/Servicer specifies to the MI that the Seller/Servicer canceled the mortgage insurance.

2. **Cancellation reason code**

   The cancellation reason code is a two-place, numeric-alpha code as follows:

   - 1M — Cancellation resulting from a Borrower request based on original value of property in accordance with Sections 8203.2 through 8203.3 or applicable law
   - 1N — Cancellation resulting from a Borrower request based on current value of property in accordance with Sections 8203.2 through 8203.3 or applicable law
   - 1O — Cancellation based on automatic cancellation provisions of Section 8203.4 or applicable law

(b) When the Seller/Servicer must report

If there is no exception activity to report for a Mortgage whose mortgage insurance the Seller/Servicer has canceled, the Seller/Servicer must report the mortgage insurance cancellation data with its monthly loan-level accounting data within three accounting cycles after the calendar month of the cancellation date. For example, if the cancellation date is April 5, 2001, the Seller/Servicer must report the mortgage insurance cancellation data with its monthly loan-level accounting data no later than the accounting cycle ending July 13, 2001.

If there is exception activity to report for the Mortgage, the Seller/Servicer must defer reporting the mortgage insurance cancellation data until the first available accounting cycle in which there is no exception activity to report for that Mortgage.

Refer to Section 8301.10 for requirements regarding Freddie Mac's reporting media.

8203.12: Directing MI disclosure of Mortgage information to Freddie Mac (03/02/16)

The Seller/Servicer must instruct, in writing, any MI providing current or prospective coverage for Freddie Mac Mortgages in accordance with Section 4701.1, to disclose to Freddie Mac (upon

Freddie Mac's request) any and all information, data, and materials pertaining to any Freddie Mac Mortgage sold to and/or serviced for Freddie Mac by the Seller/Servicer.

To comply with this requirement the Seller/Servicer must, for each MI currently providing coverage on Freddie Mac Mortgages sold and/or serviced by the Seller/Servicer, use Form 1207, Mortgage Insurance Information Disclosure Agreement, and return a copy, fully executed by both the MI and the Seller/Servicer, to Freddie Mac at **MI_Questions@FreddieMac.com**.

For MIs that do not currently meet the above criteria, Seller/Servicers must return a fully executed Form 1207 at the outset of the Seller/Servicer and MI business relationship or when the Seller/Servicer begins selling and/or Servicing Mortgages insured by an MI not included in the above, whichever comes later.

The Seller/Servicer must continue to meet its obligations under the Purchase Documents to provide Freddie Mac information regarding Freddie Mac Mortgages regardless of whether the MI has provided, or may provide, required information and/or materials to Freddie Mac.

Chapter 8301: Basics of Investor Accounting

8301.1: Servicer's responsibilities in connection with Participation Certificates (03/02/16)

The Servicer's responsibilities in connection with Participation Certificates (PCs) backed by Freddie Mac-owned Mortgages include, among other things, collecting and accounting for payments received from Borrowers and passing through principal and interest to Freddie Mac from which Freddie Mac passes through the amount of principal and/or interest due to the PC holders.

The accuracy and timeliness of the Servicer's performance of these responsibilities are vital and are part of the Servicer's warranties to Freddie Mac and Freddie Mac's PC holders.

8301.2: Investor Accounting responsibilities (03/02/16)

Once Freddie Mac purchases a Mortgage from a Seller that also services the Mortgage, or a Servicer acquires the Freddie Mac Servicing rights (as defined in Section 1101.2(c)), the Servicer must:

1. Maintain accurate Servicing records
2. Deposit all required funds into the appropriate Custodial Accounts
3. Report and remit to Freddie Mac throughout the month and monthly as required
4. Resolve any discrepancies between the Servicer's and Freddie Mac's records

The Servicer must comply with the requirements in this chapter and Chapters 8302, 8303 and 8304. The Servicer's investor accounting responsibilities include the following:

(a) Cash accounting

The Servicer's responsibilities in administering funds it receives for Freddie Mac-owned Mortgages include:

1. Collecting, processing and depositing Borrowers' payments to the correct Custodial Accounts
2. Administering the Escrow accounts

(b) Investor reporting and remitting

The Servicer's responsibilities for reporting and remitting funds to Freddie Mac for Freddie Mac-owned Mortgages include:

1. Reporting all loan activity and events to Freddie Mac
2. Reporting current information for each Mortgage that accurately reflects the Borrower's loan activity and loan history
3. Remitting the proper amount of principal, interest and compensatory fees to Freddie Mac by no later than the applicable due dates
4. Reconciling the Servicer's cash accounting and investor reporting systems with Freddie Mac's loan-level accounting records

(c) Custodial Accounts management

The Servicer's responsibilities for managing the Custodial Accounts for Freddie Mac's funds include:

1. Ensuring that Custodial Accounts are safeguarded, properly segregated and maintained at an Eligible Depository
2. Ensuring that the Custodial Accounts are fully funded and reconciled
3. Ensuring that the Form 59, Principal and Interest Custodial Account Reconciliation Worksheet, and Form 59E, Escrow Custodial Account Reconciliation Worksheet, are properly prepared by and approved by different individuals reflecting the required segregation of responsibilities

8301.3: Investor Reporting performance standards (03/02/16)

Freddie Mac will measure a Servicer's performance in the following areas of investor reporting:

- Cash management
- Data integrity and operational management

Refer to the Servicer Success Scorecard for the specific criteria in each of the above-mentioned categories and to Section 3501.2 for additional information about the Servicer Success Scorecard.

8301.4: Accounting reporting methods (03/02/16)

The Servicer must account for all Mortgages it services for Freddie Mac. The three accounting reporting methods used to pass through principal and interest to Freddie Mac are as follows:

(a) Net yield

Freddie Mac requires the Servicer to account for Freddie Mac-owned Mortgages using the net yield accounting reporting method, except in the instances noted in subsections (b) and (c) below.

Under this method, the Servicer must report and remit interest and Freddie Mac's proportionate share of any principal payments collected for each monthly reporting period (Scheduled Interest and actual principal). The Accounting Net Yield (ANY) is the amount of interest that the Servicer will be required to send Freddie Mac for each Mortgage it services for Freddie Mac. The Servicer may have to advance its own funds to ensure that the Servicer remits the correct amount of interest. Refer to Exhibit 60, Loan-Level Reporting Data Description, and Exhibit 61, Interest and Principal Due Freddie Mac, regarding the accounting reporting methods.

(b) Scheduled/scheduled

The scheduled/scheduled method applies to Mortgages Freddie Mac has purchased under the super accelerated remittance cycle (super ARC) option. For these Mortgages, the Servicer must report and remit interest at the ANY and Freddie Mac's proportionate share of principal payments due for each monthly reporting period (Scheduled Interest and Scheduled Principal). The Servicer may have to advance its own funds to ensure that the Servicer remits the correct amount of principal and interest. (The Servicer must use the formula described in Exhibit 66, Determining Borrower's Scheduled Principal Payments, to calculate what funds are due to Freddie Mac.)

(c) Alternate method

Freddie Mac allows the Servicer to use the alternate method of reporting only if one of the following conditions applies:

1. Applicable law prohibits the use of the net yield method

2. The Servicer has accepted a partial reinstatement on a Mortgage and opted to report under the alternate method. Refer to Chapters 8303 and 9203

3. Freddie Mac has instructed the Servicer to use the alternate method of reporting and remitting on Freddie Mac Mortgages

The principal and interest the Servicer reports and remits depends on actual payments collected (actual interest and actual principal). If the Servicer does not collect interest, the

Servicer does not report interest to Freddie Mac. If the Servicer collects payments for more than one accounting cycle, the Servicer reports and remits all of the interest collected and any applicable principal collected. As in the net yield method, the Servicer reports and remits only Freddie Mac's proportionate share of actual principal payments received. Refer to Exhibit 61 for interest calculation formulas used in the alternate method of accounting reporting.

If the Servicer uses the alternate method of accounting reporting for a reason other than a partial reinstatement, and Freddie Mac has not instructed the Servicer to do so, the Servicer must notify Freddie Mac **(see Directory 7)** in writing in advance of the accounting cycle reporting cutoff for that period. Otherwise, Freddie Mac will assume that the Servicer is using the net yield interest method to report and remit to Freddie Mac.

8301.5: Calculating Mortgage interest due to Freddie Mac (03/02/16)

Regardless of the accounting reporting method used, the Servicer must calculate Mortgage interest due to Freddie Mac by multiplying Freddie Mac's share of the UPB by the net yield divided by the applicable period of time. The Servicer must use the following principles when calculating Mortgage interest due Freddie Mac:

1. Interest is due in arrears

2. Interest is due for full calendar months, based on a 12-month, 360-day year

3. Interest is due for partial months based on the actual number of days, 365-day year

4. To calculate monthly interest for newly funded Mortgages, the Servicer must use the funded balance, which is the beginning gross UPB. For all other Mortgages, use either the UPB or the interest-bearing UPB reported at the previous Accounting Cycle Cutoff.

For an adjustable-rate Mortgage that allows Negative Amortization, the amount by which the monthly interest calculated at the Note Rate exceeds the Borrower's scheduled monthly payment to the Servicer is a Negative Amortization increase and is accounted for in the calculation of principal due Freddie Mac.

8301.6 Freddie Mac's percentage of ownership (03/02/16)

Freddie Mac refers to Mortgages in which it owns 100% of the principal as whole Mortgages. Freddie Mac refers to Mortgages in which it owns a partial interest as participation Mortgages. The Percentage of Participation is the portion of the Mortgage that Freddie Mac purchases and can range from 50 to 95%, in 5% increments.

The Servicer must identify on its permanent accounting records, in the Mortgage file and in its reporting to Freddie Mac, whether the Mortgage sold to Freddie Mac is a whole Mortgage or a participation Mortgage and the Percentage of Participation.

The Servicer must report 100% of the UPB in its monthly reporting and remit only Freddie Mac's Percentage of Participation share of the Principal and Interest Payments to Freddie Mac.

8301.7: Net yield interest (03/02/16)

The Servicer must calculate the interest due to Freddie Mac by using the Accounting Net Yield stated on the Form 15, Loan Purchase Statement, and the Funding Detail Report or as stated in the Transfer of Servicing records referenced in Section 7101.8.

The yield is dependent upon the method of pricing chosen at the time the Mortgage was sold to Freddie Mac. Generally, the yield equals the Note Rate minus the Servicing Spread. Refer to Chapters 6101 and 6102 for pricing methods and product descriptions.

8301.8: Servicing fee (03/02/16)

The Servicing fee, referred to as the Servicing Spread, is the compensation the Servicer earns for Servicing Freddie Mac-owned Mortgages.

Refer to Chapter 8105 for detailed information on Servicing fees and Section 8503.9for SCRA-Capped Mortgages.

8301.9: Electronic reporting format (03/02/16)

Freddie Mac uses a common, industry-wide electronic data interchange (EDI) for the investor reporting format. The American National Standards Institute (ANSI), Accredited Standards Committee (ASC) is the nationally recognized governing body for the development and maintenance of electronic data standards. Freddie Mac uses the standardized investor reporting format, known as the Investor Reporting (203) transaction set, developed by ASC.

The Servicer may or may not be required to use EDI depending on the Servicer's selection of a reporting medium as follows:

- If the Servicer reports via the Freddie Mac Service Loans application, it is not required to use the EDI format

- If the Servicer reports via another electronic communication path, as described in Section 8301.10(2), it must use the EDI format

- If a service bureau reports data to Freddie Mac on a Servicer's behalf, the service bureau must use the EDI format

Refer to the Investor Reporting EDI Implementation Guide or call (800) FREDDIE and select option four for Servicing for further information.

8301.10: Reporting media (03/02/16)

Freddie Mac requires Servicers to use of one of the following methods to report activity on the Mortgages serviced for Freddie Mac:

1. The Freddie Mac Service Loans application, an Internet-based application that provides Servicers with Servicing functionality to manage and report activity for Mortgages serviced for Freddie Mac for:

   - Performing loans
   - Default management
   - Transfer of Servicing

2. Internet-based communications method (referred to as Generic Connect Services (GCS)). GCS provides a variety of secure protocols that support a wide range of generic file transfer situations, such as bulk file transmissions transmitted by service bureaus or Servicers.

   Investor Accounting reports, such as the Servicer's daily Edit Reports, Monthly Account Statement, System Cleared Edits, and Loan Reconciliation Difference Report are available through the Service Loans application at **http://www.freddiemac.com/singlefamily/service**.

If the Servicer fails to comply with Freddie Mac's reporting requirements, Freddie Mac will assess a reporting noncompliance compensatory fee in accordance with the requirements of Sections 8303.36, 8303.37 and 8303.38. See Section 8301.9 for additional information on reporting formats.

For further information, call (800) FREDDIE and select option four for Servicing.

8301.11: Loan-level transaction (03/02/16)

The term loan-level transaction refers to the required monthly and exception or liquidation reporting of all activity that occurs during each accounting cycle for each Mortgage serviced for Freddie Mac. Servicers are required to report loan level activity from purchase date to

liquidation. Refer to Exhibit 60, Loan-Level Reporting Data Description. Refer to Section 8303.1 for the definition of exception (or liquidation) activity.

8301.12: Accounting cycle (03/02/16)

The accounting cycle is a one-month period that begins on the first day after the Accounting Cycle Cutoff each month and ends on the 15th day of the following month.

8301.13: Cash float (03/02/16)

Freddie Mac does not require the Servicer to remit Freddie Mac's funds until the contract specified remittance due date. The Servicer may earn interest on the cash float of funds it deposits into the Custodial Accounts. Refer to Section 8304.4 for Freddie Mac's requirements regarding the investment of funds in the Custodial Accounts.

8301.14: Other reporting and remitting requirements (03/02/16)

The Servicer must process the remittance for a repurchase in accordance with the requirements in Section 8303.14. In addition, the Servicer must transfer funds into the Custodial Account prior to remitting the repurchase proceeds to Freddie Mac.

Refer to Chapter 3602 for additional requirements for repurchases required by Freddie Mac or repurchases requested by the Servicer.

The following are default management procedures that have reporting and remitting requirements specified in other sections of the Guide:

Topic		**Section**
1.	Repayment plans	9203.11
2.	Loan modifications	9206.18
3.	Short sales and make-whole preforeclosure sales	9208.8
4.	Deeds-in-lieu of foreclosure	9209.8
5.	Charge-offs	9210.5
6.	Third-party foreclosure sales	9301.43

8301.15: Service bureau liability (03/02/16)

If the Servicer uses a service bureau for data processing, the Servicer remains responsible for all obligations to Freddie Mac under the Purchase Documents (Section 8102.1(d)). The Servicer must pay any noncompliance compensatory fees, even though it may be the Servicer's service bureau's error that causes the noncompliance.

8301.16: Backup reporting (03/02/16)

If Freddie Mac does not receive a loan-level transaction by the required reporting date for any reason, the Servicer must be able to provide Freddie Mac **(see Directory 7)** with corrected or replacement transmissions within 24 hours of Freddie Mac's request and the Servicer will be subject to accounting reporting noncompliance compensatory fees. Refer to Chapter 8303 for noncompliance compensatory fees.

8301.17: Administering Custodial Accounts (03/02/16)

The Servicer is responsible for administering Custodial Accounts to safeguard funds due Freddie Mac. In addition, the Servicer must ensure that each account is adequately funded and reconciled monthly. Refer to Chapter 8302 for requirements on establishing Custodial Accounts and to Chapter 8304 for requirements on administering and reconciling the cash in the Custodial Accounts.

8301.18: Custodial Account reconciliation basics (03/02/16)

The Servicer must reconcile all Custodial Accounts monthly as of the Accounting Cycle Cutoff. A Custodial Account reconciliation compares the funds on deposit as of the Accounting Cycle Cutoff to the total liability as of the same date. Any differences between any two parts of the investor accounting process may cause a Custodial Account to be out of balance. Refer to Chapter 8304 for Freddie Mac's requirements.

8301.19: Servicer advances required (03/02/16)

The Servicer must advance its funds into the Principal and Interest Custodial Account if:

1. There are insufficient funds to cover a remittance due Freddie Mac

2. The Servicer is completing a Mortgage repurchase

3. The Servicer has an unidentified and unresolved variance on the Custodial Account Reconciliation resulting in the account being under funded. See Chapter 8304.

The Servicer:

- Must make any advances for funds due Freddie Mac prior to the remittance due date
- Must make a deposit advanced from its funds into the Escrow Custodial Account whenever a deficiency occurs in an individual Escrow account
- Must not use the Escrow collections from one Mortgage to offset the deficiency of another
- May not carry a negative balance in either the Principal and Interest Custodial Account or the Escrow Custodial Account even if permitted by its depository institution

The Servicer may reimburse itself for:

- Advances of Principal and Interest Payments upon subsequent receipt of any Principal and Interest Payments
- Advances of Escrow from Escrow Funds received for the Mortgage for which the Servicer made the advance

Chapter 8302: Investor Reporting and Remitting Functions

8302.1: Custodial Accounts required (03/02/16)

For all Freddie Mac's Mortgages, the Servicer must open and maintain a Custodial Account for Principal and Interest Payments and a separate Custodial Account for Escrow Funds for each Seller/Servicer number. The Servicer must open these accounts in accordance with the requirements of this section, and utilize these accounts exclusively for the Mortgages it services for Freddie Mac. The Servicer must hold any funds the Servicer receives for Freddie Mac-owned Mortgages in a Custodial Account at all times. The Servicer must ensure that the accounts are adequately funded at all times, and may not carry a negative balance, even if permitted by its depository institution.

The Servicer must maintain these funds in their respective Custodial Accounts until it remits the funds to Freddie Mac or pays Escrow Funds for allowed Mortgage expenses:

(a) Principal and Interest Custodial Account

The Servicer must open a Principal and Interest Custodial Account for each Seller/Servicer number to deposit Principal and Interest Payments solely for the Mortgages the Servicer services for Freddie Mac. The Servicer has the option to open more than one Principal and Interest Custodial Account. If the Servicer opens more than one Principal and Interest Custodial Account, the Servicer must designate one of them as the primary remittance and drafting account or, alternatively, the Servicer may open a separate Principal and Interest Disbursement Clearing Custodial Account. Refer to Section 8302.2 for the Disbursement Clearing Account requirements.

See Section 8304.5 for information on maintaining the Principal and Interest Custodial Account.

(b) Escrow Custodial Account

The Servicer must hold Escrow Funds in a separate Escrow Custodial Account for each Seller/Servicer number. Even if the Servicer does not collect Escrow Funds, the Servicer must open an Escrow Custodial Account in the event that the Servicer receives funds for insurance claims proceeds, partial payments or buydown funds. In addition, although Freddie Mac allows the Servicer to hold buydown funds in an Escrow Custodial Account, the Servicer has the option to open a separate Buydown Custodial Account for buydown funds.

See Section 8304.6 for information on maintaining the Escrow Custodial Account.

8302.2: Disbursement Clearing Accounts (03/02/16)

A disbursement clearing account is a bank account the Servicer maintains for the deposit of funds that it remits to Freddie Mac or pays to third parties, such as insurance premiums or property taxes.

(a) Principal and Interest Disbursement Clearing Custodial Account

A Principal and Interest Disbursement Clearing Custodial Account is only necessary if the Servicer chooses to maintain the account from which Freddie Mac drafts funds as a separate account. The Servicer may not clear Freddie Mac's funds through an operating account or a general account through which the Servicer processes non-Freddie Mac Automated Clearing House (ACH) transfers.

If the Servicer chooses to open and use a Principal and Interest Disbursement Clearing Custodial Account, the Servicer must meet the following requirements:

1. Open, maintain and designate the account in accordance with the requirements of Sections 8302.3 through 8302.7

2. Deposit only funds the Servicer is remitting to Freddie Mac

3. Ensure that the disbursement clearing account is adequately funded prior to the remittance due date

(b) Escrow Disbursement Clearing Account

Freddie Mac does not require the Servicer to maintain a separate Escrow Disbursement Clearing Account for Escrow Funds. However, if the Servicer elects to deposit Escrow Funds into an Escrow Disbursement Clearing Account, the Servicer:

- May deposit Escrow Funds for Freddie Mac's Mortgages into an Escrow Disbursement Clearing Account common to all Mortgages the Servicer services

- Must ensure that it transfers the Escrow Funds from the Escrow Custodial Account to its Escrow Disbursement Clearing Account no more than one Business Day prior to the disbursement of any Escrow Funds

- Must ensure that the Escrow Disbursement Clearing Account is adequately funded prior to the disbursement of any Escrow Funds

An Escrow Disbursement Clearing Account is not subject to Custodial Account designation or documentation requirements, as set forth in Sections 8302.6 and 8302.7.

8302.3: Opening Custodial Accounts (03/02/16)

The Servicer must open and maintain all Custodial Accounts at an Eligible Depository. The Servicer may record the deposit of funds in a general ledger account only if the Servicer opens a separate Custodial Account and the general ledger account is not a substitute for the Custodial Account.

If the Servicer's institution is an Eligible Depository and meets the requirements contained in this chapter, the Servicer may open and maintain Custodial Accounts within its own financial institution. Refer to Sections 8302.4 and 8302.5 for Eligible Depositories.

The Custodial Accounts must be a Demand Deposit Account or Interest-Bearing Deposit Account. The Servicer's use of an Interest-Bearing Deposit Account is conditioned upon Freddie Mac's ability to present a sight draft and the Servicer's ability to remit funds when due. If a Custodial Account limits the number of withdrawals, or requires prior notice for withdrawals, the Servicer is responsible for any payments or penalties that result from excessive withdrawals or withdrawals where advance notice is insufficient.

If the Custodial Accounts are maintained in an Eligible Depository that is a FDIC-Insured Depository or a NCUSIF-Insured Depository, the Servicer must, at all times, maintain its books and records relating to the Custodial Accounts in a manner that meets all legal and regulatory requirements for obtaining full federal insurance coverage for the Custodial Accounts. The Servicer's books and records must reflect that the funds in the Custodial Accounts are held in a custodial capacity for the benefit of Freddie Mac and/or other specified parties, and must identify the respective interests of all such persons. The Servicer must maintain its books and records in good faith and in the regular course of business.

The Custodial Accounts and the funds held therein must be free and clear of any and all liens or claims of others, including security agreements. If the Custodial Accounts are maintained at an Eligible Depository that is an FDIC-Insured Depository or a NCUSIF-Insured Depository, the Servicer must maintain the Custodial Accounts in accordance with all applicable requirements for full federal insurance coverage for the Custodial Accounts.

8302.4: Depository eligibility requirements (03/02/16)

To ensure the safety of funds in Custodial Accounts, Freddie Mac has specific eligibility requirements that a depository must meet.

An Eligible Depository for the Custodial Accounts must be one of the following:

1. A Federal Reserve Bank
2. A Federal Home Loan Bank
3. An FDIC-Insured Depository
4. An NCUSIF-Insured Depository

An FDIC-Insured Depository or an NCUSIF-Insured Depository must also meet Freddie Mac's minimum tier rating requirements specified in Section 8302.5.

Depositories for Escrow and Buydown Custodial Accounts must meet Freddie Mac's depository eligibility requirements, but are not subject to the tier rating requirements.

8302.5: Insured depository tier ratings (03/02/16)

An FDIC-Insured Depository or an NCUSIF-Insured Depository for Principal and Interest Custodial Accounts must meet Freddie Mac's minimum rating requirements. Freddie Mac groups services that rate depositories into two categories; Tier 1 and Tier 2.

If a Tier 1 service does not rate the Servicer's insured depository, the Servicer must use a Tier 2 service. If both Tier 1 and Tier 2 services rate the Servicer's insured depository, the Servicer must use Freddie Mac's minimum rating requirements listed for the Tier 1 service. The Servicer must use and monitor the most current ratings issued by these services both when the Servicer opens its Custodial Accounts and on a continuing basis. Tier 1 services continually update their ratings; Tier 2 services update their ratings on a quarterly basis.

(a) Tier 1 minimum rating requirements

IF the insured depository is rated by these services...	THEN Freddie Mac's minimum rating requirements are...
Fitch	Short-term deposit rating of F3 or better
Standard and Poor's Corporation	Short-term Certificate of Deposit (CD) rating of A-3 or better
Moody's Investors Service	Short-term bank deposit rating of P3 or better
The insured depository must meet any two rating requirements.	

(b) Tier 2 minimum rating requirements

IF the insured depository is rated by these services...	THEN Freddie Mac's minimum rating requirements are...
IDC Financial Publishing (IDC)	125 or better
Kroll Bond Rating Agency, Inc. (formerly known as LACE Financial Corporation)	C+ or better
Fitch (formerly known as Bank Watch®)	Financial Performance Score 3.5 or better

IF the insured depository is rated by...
• All three Tier 2 services, then it must meet any two rating requirements • Any two Tier 2 services, then it must meet one rating requirement • Only one Tier 2 service, then it must meet that rating requirement

A depository institution that is a subsidiary of a holding company or an affiliate of another depository may, on a case-by-case basis, have its eligibility rating affected by the rating of its holding company or affiliate. FDIC regulations may require related depository institutions to guarantee the obligations of the troubled depository institutions. As a result, the related depository institution may be subject to a risk of regulatory action and Freddie Mac may deem it to be ineligible even if it meets Freddie Mac's minimum rating requirements. The Servicer may want to consider this when selecting or monitoring its depository.

8302.6: Custodial Account designation requirements (03/02/16)

The Servicer must designate Custodial Accounts exactly as stated in subsections (a) through (d) below. The Servicer's books and records pertaining to Custodial Accounts must at all times comply with these account designation requirements. The Servicer represents and warrants to Freddie Mac that all books and records of the Eligible Depository pertaining to such Custodial Accounts shall at all times comply with requirements in subsections (a) through (d) below.

(a) Principal and Interest Custodial Accounts

The following account designation must be used: "(Name of Depositor/Servicer), as Custodian and/or bailee for Federal Home Loan Mortgage Corporation and/or various owners of interests in mortgages and/or mortgage-related securities and/or various mortgagors."

Alternatively, a Principal and Interest Custodial Account may be designated by the following abbreviated designation: "Freddie Mac P & I Custodial Account." However, if the abbreviated designation is used, then for all purposes of the Purchase Documents, and with respect to all rights and interests of Freddie Mac and/or various owners of interests in Mortgages and/or Mortgage-related securities and/or mortgagors, the abbreviated account designation shall be deemed to be the same as the unabbreviated account designation and shall be deemed to confer upon Freddie Mac and such persons the same rights and interests with respect to the Principal and Interest Custodial Account and the funds deposited or held therein.

(b) Principal and Interest Disbursement Clearing Custodial Accounts

The following account designation must be used: "(Name of Depositor/Servicer), as custodian and/or bailee for Federal Home Loan Mortgage Corporation and/or various owners of interests in mortgages and/or mortgage-related securities and/or various mortgagors."

Alternatively, a Principal and Interest Disbursement Clearing Custodial Account may be designated by the following abbreviated designation: "Freddie Mac P & I Clearing Custodial Account." However, if the abbreviated designation is used, then for all purposes of the Purchase Documents, and with respect to all rights and interests of Freddie Mac and/or various owners of interests in Mortgages and/or Mortgage-related securities and/or mortgagors, the abbreviated account designation shall be deemed to be the same as the unabbreviated account designation and shall be deemed to confer upon Freddie Mac and such persons the same rights and interests with respect to the Principal and Interest Disbursement Clearing Custodial Account and the funds deposited or held therein.

(c) Escrow Custodial Accounts

The following account designation must be used: "(Name of Depositor/Servicer), as trustee and/or custodian for Federal Home Loan Mortgage Corporation and various mortgagors, respectively."

Alternatively, an Escrow Custodial Account may be designated by the following abbreviated designation: "Freddie Mac Escrow Custodial Account." However, if the abbreviated designation is used, then for all purposes of the Purchase Documents, and with respect to all rights and interests of Freddie Mac and/or mortgagors, the abbreviated account designation shall be deemed to be the same as the unabbreviated account designation and shall be deemed to confer upon Freddie Mac and such persons the same rights and interests with respect to the Escrow Custodial Account and the funds deposited or held therein.

(d) Buydown Custodial Accounts

If an optional Buydown Custodial Account is used in accordance with the provisions of Section 77.6(b), the following account designation must be used: "(Name of Depositor/Servicer), as trustee and/or custodian of mortgage loan subsidy buydown funds for Federal Home Loan Mortgage Corporation and various mortgagors, respectively."

Alternatively, a Buydown Custodial Account may be designated by the following abbreviated designation: "Freddie Mac Buydown Custodial Account." However, if the abbreviated designation is used, then for all purposes of the Purchase Documents, and with respect to all rights and interests of Freddie Mac and/or mortgagors, the abbreviated account designation shall be deemed to be the same as the unabbreviated account designation and shall be deemed to confer upon Freddie Mac and such persons the same rights and interests with respect to the Buydown Custodial Account and the funds deposited or held therein.

8302.7: Custodial Account documentation requirements (03/02/16)

The Servicer must submit the following documentation to Freddie Mac upon opening the Servicer's Custodial Accounts at an Eligible Depository. Freddie Mac bases the required documentation on whether the Servicer opens the accounts at its own financial institution or at another Eligible Depository.

(a) Custodial Accounts opened at the Servicer's own financial institution

If the Servicer is an Eligible Depository and opens Custodial Accounts at its own financial institution, the Servicer must complete, execute and return the following documentation to Freddie Mac **(see Directory 1)** for each Custodial Account:

1. Form 1059SF, Letter Agreement for Single-Family Principal and Interest, or P & I Disbursement Clearing Custodial Account
2. Form 1060SF, Letter Agreement for Single-Family Buydown or Escrow Custodial Account

The Servicer must also send Freddie Mac a copy of the bank statement or signature card for each account, designated as required in Section 8302.6. The documentation must identify the Eligible Depository at which the account is maintained and the bank account number.

(b) Custodial Accounts opened at another Eligible Depository

If the Servicer opens Custodial Accounts at an Eligible Depository other than its own financial institution, both the Servicer and the depository's representative must complete, execute and return the following documentation to Freddie Mac **(see Directory 1)** for each Custodial Account:

1. Form 1057SF, Letter Agreement for Servicer's Single-Family Principal and Interest, or P & I Disbursement Clearing Custodial Account
2. Form 1058SF, Letter Agreement for Servicer's Single-Family Buydown or Escrow Custodial Account

The Servicer must also send Freddie Mac a copy of the bank statement or signature card for each account, designated as required in Section 8302.6. The documentation must identify the Eligible Depository at which the account is maintained and the bank account number.

(c) Additional requirements

Freddie Mac requires the Servicer to submit the following documentation to Freddie Mac **(see Directory 1)** for each Seller/Servicer number for the Principal and Interest Custodial Account or Principal and Interest Disbursement Clearing Custodial Account the Servicer

selects as its remittance drafting account according to the requirements of Sections 8302.1(a) and 8302.2(a):

1. A copy of the Letter of Authorization (Exhibit 58, Draft Letter of Authorization) printed on the Servicer's institution's letterhead. The sample letter included in Exhibit 58 provides the Servicer with the information that must be included in the letter of authorization. Even if the Servicer opens its Custodial Account at its own financial institution, the Servicer must execute this letter. The depository where the Servicer opened and maintains the account must keep the original of this letter.
2. A voided blank check or magnetic ink character recognition (MICR) specification sheet providing Freddie Mac with the routing number and account number information. A deposit ticket or letter is not acceptable.

8302.8: Honoring sight drafts (03/02/16)

The Eligible Depository the Servicer selects must honor sight drafts Freddie Mac may present at any time against any Custodial Account and/or related Time Deposit that the Servicer maintains. Freddie Mac's authorized officer, employee, representative, agent or attorney must sign the sight draft. Freddie Mac will identify the authorized individual in Form 1061, Certificate of Incumbency and Authority to Draft Against Custodial Accounts, or a similar form containing identical information, including a photocopy or facsimile copy.

The sight draft Freddie Mac presents may be an original, a photographic or facsimile copy of Form 1062, Sight Draft, or a similar form containing identical information. Honoring such a sight draft is one of the requirements in the letter agreements referenced in Section 8302.7(a) or 8302.7(b)).

8302.9: What funds to deposit to the Custodial Accounts (03/02/16)

The Servicer must deposit the following funds for Mortgages in which Freddie Mac holds an ownership interest to a Principal and Interest Custodial Account or an Escrow Custodial Account. The Servicer must not deposit funds from Mortgages that Freddie Mac does not own or from other investors into the Custodial Accounts that the Servicer maintains to hold funds for Freddie Mac's Mortgages:

(a) Principal and Interest Custodial Accounts

The Servicer must deposit only funds due to Freddie Mac into a Principal and Interest Custodial Account. As an exception, the Servicer may deposit the full Principal and Interest Payment received into the Principal and Interest Custodial Account and subsequently withdraw its Servicing fee or Percentage of Participation. Following is a list of the funds the Servicer must deposit into the Principal and Interest Custodial Account for Freddie Mac's Mortgages:

1. Principal and Interest Payments on all of Freddie Mac's Mortgages whether received from the Borrower or paid on the Borrower's behalf, applied from the buydown account or advanced by the Servicer

2. Biweekly payments that require biweekly amortization based on the Note terms of Mortgages originally sold to Freddie Mac as biweekly

3. Principal curtailments

4. Payoff proceeds including those from short sales and third-party foreclosure sales

5. Prepayment penalties, if applicable

6. Repurchase proceeds

(b) Escrow Custodial Accounts

The Servicer must deposit all Escrow Funds for Freddie Mac's Mortgages into an Escrow Custodial Account opened and maintained according to Freddie Mac's requirements. Following is a list of the funds that the Servicer must deposit into the Escrow Custodial Account for Freddie Mac's Mortgages:

1. All Escrow Funds paid by, or on behalf of, the Borrower or advanced by the Servicer

2. Funds deposited by the Servicer on a Borrower's behalf such as property insurance claim proceeds

3. Payments held as unapplied or in suspense pending proper distribution such as, partial payments and biweekly payments from plans that allow for biweekly collection of payments on monthly amortizing Mortgages

4. Buydown funds scheduled for future application as part of a Borrower's Principal and Interest Payment. The Servicer may also choose the option of maintaining buydown funds separately as provided in Section 8302.1(b).

8302.10: When to deposit funds to the Custodial Accounts (03/02/16)

The Servicer must deposit all funds the Servicer receives for Freddie Mac's Mortgages into the Custodial Accounts no later than the 1st Business Day after the Servicer receives them.

However, if the Servicer uses a lockbox service or other service to collect payments, the Servicer must apply the payment and deposit the funds to Freddie Mac's corresponding Custodial Accounts no later than the 2nd Business Day after the day on which the lockbox or other service received the payment.

Other than a Borrower's payment, the Servicer must make all additional required deposits to the Custodial Accounts as referenced in Section 8302.9 so the funds are available by the remittance drafting or Escrow disbursement due date.

8302.11: Changing or transferring Custodial Accounts (03/02/16)

For information on changing or transferring the Servicer's established Custodial Accounts, refer to Sections 8304.10 through 8304.12 for Freddie Mac's requirements.

8302.12: Administering and reconciling Custodial Accounts (03/02/16)

The Servicer must reconcile all of Freddie Mac's Custodial Accounts on a monthly basis. Refer to Chapter 8304 for Freddie Mac's administration and reconciliation requirements.

8302.13: Setting up the automated cash remittance process (03/02/16)

When the Servicer opens its Custodial Accounts according to the requirements of Section 8302.7, it must select one Principal and Interest Custodial Account from which Freddie Mac will draft the remittances the Servicer initiates through Freddie Mac's automated cash remittance system. The Servicer may initiate the drafts either telephonically or online via the Freddie Mac Service Loans application at **http://www.freddiemac.com/singlefamily/service**. Setup information for using Freddie Mac's automated cash remittance system is available on the web site.

1. Upon the completion of the automated cash remittance system setup process (at **http://www.freddiemac.com/singlefamily/service**) and receipt and review of the copy of the Letter of Authorization and voided blank check or magnetic ink character recognition (MICR) specification sheet as referenced in Section 8302.7(c), Freddie Mac will provide the Servicer access to Freddie Mac's automated cash remittance system

2. Freddie Mac will give the Servicer a 60-day grace period from the date the Servicer first sells a Mortgage to Freddie Mac to begin using the automated cash remittance system for remitting. Thereafter, a Servicer's failure to use the automated cash remittance system may subject the Servicer to compensatory fees for late payments, as provided below.

3. Freddie Mac may require up to 15 Business Days from the date it receives the required documentation to process remittance instructions for new Custodial Accounts

4. Freddie Mac will notify the Servicer by e-mail (if available) or postal mail to begin using the automated cash remittance system, with instructions for its use

5. Once the Servicer receives Freddie Mac's written confirmation, the Servicer must use the automated cash remittance system to remit to Freddie Mac. The Servicer may be subject to the assessment of noncompliance compensatory fees or cash remittance interest reimbursement compensatory fees for failure to use the automated cash remittance system.

6. The Servicer must remit by check any funds due to Freddie Mac **(see Directory 7)** until the Servicer receives Freddie Mac's written confirmation that the Servicer must begin remitting via Freddie Mac's automated cash remittance system. The Servicer must include its Seller/Servicer number on the check it sends Freddie Mac, and indicate the purpose of the check (e.g., "funds to cover principal and interest due"). For liquidations during the 60-day grace period, the Servicer must provide the Freddie Mac loan number for each loan liquidated. A Servicer remitting by check must ensure that the check is issued in sufficient time for receipt by Freddie Mac on or prior to the applicable due date.

7. Freddie Mac will post remittances that it receives by check with an effective date five Business Days after receipt and will use this effective date to determine if the Servicer made the remittance in accordance with Freddie Mac's requirements

See Sections 8302.14 and 8302.15 for more information on initiating a cash remittance.

8302.14: Remitting via the automated cash remittance system (03/02/16)

The Servicer must transfer all funds referenced below via the automated cash remittance system by Seller/Servicer number, with the exception that the Servicer must send REO-related remittances to Freddie Mac **(see Directory 6)** by check or wire transfer. Refer to Section 9701.20 for specific requirements regarding REO-related remittances.

Before initiating the remittance, the Servicer must total its remittances into the following categories. These categories represent the funds the Servicer must remit and the order in which the Servicer must report:

1. Non-payoff amounts, which include:

   (a) Monthly principal and interest

   (b) Curtailments and reductions in Negative Amortization

   (c) Interest due on reinstated Mortgages

   (d) Cash adjustments initiated by Freddie Mac

   (e) Net adjustment for REO and FHA/VA foreclosure interest advanced by the Servicer

2. Payoff amounts, which include proceeds due for:

   (a) Paid in full Mortgages

   (b) Third-party foreclosure sales

   (c) Repurchases

See Section 8303.6 for additional information.

8302.15: Initiating remittances to Freddie Mac (03/02/16)

To initiate the Servicer's remittance via the automated cash remittance system, the Servicer must:

1. Calculate its two-digit verification code as explained in Exhibit 68, Cash Remittance System, or Freddie Mac's User's Guide for Cash Remittances, using the total amount of all categories of remittances that the Servicer is making

   - Remittance via the Freddie Mac Service Loans application at **http://www.freddiemac.com/singlefamily/service**, the Servicer must enter the amounts and the two-digit verification code using the online screen. If the remittance amount and verification code are accepted, the Servicer will receive a four-digit acceptance code. If the remittance amount and verification code are not accepted, the Servicer should check the calculation of the verification code and, if necessary, place a telephone call to an operator who will provide assistance.

   - If initiating the remittance telephonically, the Servicer must enter the amounts and the two-digit verification code using the telephone keypad for transmission to the audio response unit (ARU). If the ARU accepts the remittance amount and verification code that the Servicer provides, the ARU will read back the amount reported and a four-digit verification code. The four-digit verification code confirms the ID, call date, time and reported amount. If the ARU does not accept the remittance amount and verification code provided, then the amount the Servicer reported will not be drafted and the ARU will transfer the Servicer to an operator who will provide assistance.

2. Access the automated cash remittance system via telephone or the Service Loans application (preferred)

3. Authorize the transfer of funds using the Servicer's unique six-digit identification number as follows:

   - If initiating telephonically through the touch-tone system, or

   - If initiating through the Servicer Loans application, in addition to the six-digit identification number, the Servicer must also enter its unique personal identification

number (PIN). To obtain the unique PIN, Servicers must complete the Cash Remittance Sign-Up form located at **http://www.freddiemac.com/singlefamily/service**

4. Key in the appropriate remittance amount(s)

For additional information:

- See Exhibit 68: Complete instructions for using the telephonic cash remittance system
- Visit the Freddie Mac Learning Center at **www.freddiemac.com/learn/service**
- Contact (800) FREDDIE and select the option for Servicing
- Direct written inquiries concerning the cash remittance system to Freddie Mac **(see Directory 3)**

8302.16: Changing or transferring the drafting account (03/02/16)

A Servicer must comply with the requirements in Sections 8304.10 through 8304.12 in order to change or transfer the Principal and Interest Custodial Account from which Freddie Mac drafts its remittance.

8302.17: Transmitting and receiving investor accounting information (03/02/16)

Freddie Mac requires the Servicer to submit all reports to Freddie Mac via one of Freddie Mac's automated systems. The Servicer's portfolio size and available technology will help determine which system or combination of systems the Servicer will need.

Below are the media the Servicer may use to transmit loan level data to Freddie Mac or to receive certain information from Freddie Mac:

ACTIVITY	MEDIA
Transmit loan level activity to Freddie Mac	■ Freddie Mac Service Loans application ■ Internet-based transmission (GCS) ■ Other Freddie Mac-approved reporting method
Receive transmission confirmations from Freddie Mac	■ Service Loans application ■ Internet-based transmission (GCS
Receive reports and communications from Freddie Mac	■ Service Loans application
Receive purchase statements and funding detail reports	■ Selling System℠

Freddie Mac provides the Investor Reporting EDI Implementation Guide as an additional resource related to investor accounting.

The Servicer may also visit the Freddie Mac Learning Center at **www.freddiemac.com/learn/service** to access training resources or call (800) FREDDIE and select the option for Servicing.

8302.18: Pre-purchase activity (03/02/16)

Refer to the following chapters for Freddie Mac's Mortgage processing and purchase requirements:

■ Chapter 6101, Fixed-Rate Cash

- Chapter 6102, WAC ARM Cash
- Chapter 6301, Documentation Delivery
- Chapter 6302, Mortgage Delivery Instructions

8302.19: Mortgage purchase (03/02/16)

When Freddie Mac purchases a Mortgage, it will:

1. Make the following forms and data available via the Selling System[SM]
   - Form 15/A/C, Loan Purchase Statement
   - Funding Detail Report
2. Wire the Purchase Proceeds to the Seller for a Cash Purchase Contract or issue a security (PC or Giant PC) for Guarantor or MultiLender Swap programs

(a) Loan Purchase Statement

Upon purchase, Freddie Mac will make available in the Selling System Form 15/A/C which will summarize the pertinent data. Form 15/A/C will include a computation of the amount to be funded to the Seller.

Depending on the type of purchase, the Seller may access one of the following forms in the Selling System:

1. Loan Purchase Statement for Cash Sales
2. Form 15A for fixed-rate Guarantor
3. Form 15C for WAC ARM Guarantor

(b) Funding Detail Report

Freddie Mac will make available to the Seller/Servicer a Funding Detail Report via the Selling System when Freddie Mac purchases a Mortgage or when the Servicer acquires the Servicing of one or more of Freddie Mac's Mortgages through a Concurrent Transfer of Servicing. (See Chapter 7101 for information on Transfers of Servicing.) The Funding Detail Report contains all of the information the Servicer needs to set up and report a Mortgage (see Section 8302.20).

(c) Wiring the Purchase Proceeds or issuing a PC or Giant PC

Freddie Mac will notify the Seller of Freddie Mac's purchase and initiate a wire transfer to credit the Seller's account on the Funding Date for Cash Purchase programs. See Section 2201.2 for additional information regarding establishing and maintaining wire transfer

instructions for cash proceeds. For Guarantor or certain MultiLender Swaps, Freddie Mac will issue a PC; for other MultiLender Swaps, Freddie Mac will issue a Giant PC (see Section 6201.1 for more information).

The Seller is responsible for verifying the receipt of funds. If the Seller finds that the wired funds are not credited to the account by the morning of the next Business Day, the Seller must contact Freddie Mac Customer Support at (800) FREDDIE and select option three for Loan Delivery.

The Servicer must not utilize the Freddie Mac Custodial Account to receive sales proceeds for Mortgages sold to Freddie Mac.

8302.20: Setting up a Mortgage record (03/02/16)

The Seller/Servicer may access the Form 15/A/C, Loan Purchase Statement, and Funding Detail Report through the Selling System℠. (Contact (800) FREDDIE to request access to the Selling System for this purpose.) The Servicer must verify the data on the Funding Detail Report to the Note, Mortgage record and Purchase Documents and take the following actions for each newly funded or Concurrently Transferred Mortgage. For Subsequent Transfers of Servicing, the Transferor Servicer must supply the loan-level data to the Transferee Servicer.

Upon Freddie Mac's purchase, prompt identification of the accounting records for Mortgages sold to Freddie Mac is essential for accurate reporting and remitting. The Servicer must:

1. Identify on its Servicing system Mortgages in which Freddie Mac has an ownership interest

2. Deposit any principal and interest and Escrow Funds to the Custodial Accounts

3. Maintain the Mortgage files in accordance with the requirements of Section 8101.7 and Chapter 3302

Note: The Freddie Mac Service Loans application imports Mortgage files daily. If a Mortgage record is missing from the Service Loans application, the Servicer should contact its investor reporting specialist or (800) FREDDIE for assistance in setting up the Mortgage record.

8302.21: Purchase adjustments (03/02/16)

When the information on the Funding Detail Report does not match the information on the Note or the Seller's loan record, the Seller may request an adjustment to the amount Freddie Mac disbursed to purchase the Mortgage. The Seller must notify Freddie Mac in writing and include supporting documentation.

In most circumstances Freddie Mac will not adjust purchase balances after the Funding Date because Freddie Mac has pooled the Mortgages for resale as PCs. However, after Freddie Mac settles and before it pools the Mortgages, Freddie Mac may be able to adjust a purchase balance.

8302.22: Reporting and remitting on a newly-funded Mortgage (03/02/16)

The Mortgage balance and the timing of the Funding Date determine when the Servicer must report for the first time on a newly-funded Mortgage. The Servicer must remit for the newly-funded Mortgage according to its Purchase Documents. When Freddie Mac purchases a Mortgage, Freddie Mac will pay the Seller interest on the funded principal balance at the net yield from the first of the month up to the Funding Date. The Servicer must ensure that it properly funds its Principal and Interest Custodial Account for this interest. The following table summarizes when the Servicer must report to Freddie Mac.

IF the Funding Date is between the...	AND the ending balance at the Accounting Cycle Cutoff...	THEN Freddie Mac's reporting requirements are...	AND, Freddie Mac's remittance requirements are...
1st Business Day of the month, up to and including the Accounting Cycle Cutoff date	Is not different from the funded balance	Freddie Mac does not require reporting in the funding month, but the Servicer may report for the first time if the Servicer chooses to do so	No remittance is due
	Is different from the funded balance	The Servicer must report for the first time in the funding month	The Servicer must remit Freddie Mac's share of principal received and zero interest according to the remittance cycle
1st Business Day after the Accounting Cycle Cutoff, up to and including the last Business Day of the month	Is not different from the funded balance	The Servicer must report for the first time in the month following the funding month since Freddie Mac funded the Mortgage after the Accounting Cycle Cutoff	The Servicer must remit principal and interest according to the remittance cycle

IF the Funding Date is between the...	AND the ending balance at the Accounting Cycle Cutoff...	THEN Freddie Mac's reporting requirements are...	AND, Freddie Mac's remittance requirements are...
	Is different from the funded balance	The Servicer must report for the first time in the month following the funding month since Freddie Mac funded the Mortgage after the Accounting Cycle Cutoff	The Servicer must remit Freddie Mac's share of principal received and interest according to the remittance cycle

Chapter 8303: Reporting and Remitting Requirements

8303.1: Definitions of terms specific to chapter (03/02/16)

The following additional terms are used in this chapter. The terms are italicized here and when they are used in the chapter.

(a) *Active* Mortgage

An *active* Mortgage is a current or delinquent Mortgage on which the Servicer reports and remits according to the remittance option selected for the Mortgage.

(b) *Inactive* Mortgage

An *inactive* Mortgage is a Mortgage in foreclosure for which the Servicer has changed the *reporting status* to foreclosure to suspend remitting funds to Freddie Mac. The Servicer may inactivate a Mortgage after it has notified Freddie Mac that it has initiated foreclosure. No monthly remittance is due for Mortgages that the Servicer inactivated via an EDR transmission in a previous accounting cycle.

(c) *Exception (or liquidation) activity*

Exception (or liquidation) activity is anything other than a regular monthly Principal and Interest Payment and partial prepayment. It includes:

- Payoff – matured
- Payoff – prepaid (including short sales, charge-offs and makewhole)
- Payoff – repurchase
- Payoff – conversion (adjustable-rate Mortgage converting to a fixed-rate Mortgage)
- Third party foreclosure sale (conventional and FHA/VA)
- Transfer to REO
- Deeds-in-lieu of foreclosure
- FHA/VA foreclosure conveyance

(d) *Principal and interest activity*

Principal and interest activity is the regular monthly Principal and Interest Payment due to Freddie Mac and any partial prepayment. This is also referred to as *non-exception activity*.

(e) ***Remittance due date***

Remittance due date, for purposes of monthly activity, is the contract specified remittance date, or if not specified in the Purchase Documents, it is the third Business Day after the Accounting Cycle Cutoff. For certain exception (liquidation) activity, see Section 8303.3(b) and Sections 8303.9 through 8303.14 for details on the applicable *remittance due date* for a specific exception activity.

(f) ***Reporting status***

The *reporting status* represents the information listed in Exhibit 60, Loan-Level Reporting Data Description, that the Servicer must report to Freddie Mac at least monthly for all *active* and *inactive* Mortgages the Servicer services for Freddie Mac.

8303.2: Freddie Mac's rights (03/02/16)

Freddie Mac reserves the right to assess compensatory and other fees in accordance with the requirements of this chapter if the Servicer fails to comply with Freddie Mac's reporting and remitting requirements. The compensatory and other fees are set forth in Sections 8303.34 through 8303.43.

8303.3: Reporting and remitting (03/02/16)

Reporting and remitting are separate but related activities that Freddie Mac requires the Servicer to complete for all Mortgages purchased by Freddie Mac.

- Reporting is the process of transmitting the *reporting status* of all Freddie Mac's Mortgages via one of the Freddie Mac-approved reporting media described in Section 8301.15. The Servicer's transmissions must be usable, accurate and timely.

- Remitting is the process of transferring funds due to Freddie Mac for those Mortgages.

The Servicer must report a loan-level transaction on a monthly basis for all Mortgages serviced for Freddie Mac. In addition, the Servicer is required to report *liquidation activity* to Freddie Mac as it occurs.

(a) Monthly activity

The Servicer must report a loan-level transaction once a month no later than the fifth Business Day after the Accounting Cycle Cutoff. In addition, Servicers are required to correct edits immediately, as provided by Section 8303.30.

The Servicer must remit funds to Freddie Mac based on the loan-level transaction reported and according to the remittance options the Servicer selected at the time the Mortgages were sold to Freddie Mac. This may result in more than one monthly remittance for the Mortgages serviced for Freddie Mac.

The remittance option, sometimes called the remittance cycle, determines the due date for remitting monthly principal and interest due Freddie Mac. Form 15/A/C, Loan Purchase Statement, the Funding Detail Report, and the Transfer of Servicing records referenced in Section 7101.8, specify the remittance cycle and the *remittance due date*. Freddie Mac must have funds available by the *remittance due date*. The Servicer must complete Freddie Mac's remittance no later than 9 p.m. Eastern time on the Business Day prior to the *remittance due date*.

(b) Exception or liquidation activity

The Servicer must report repurchases and prepaid payoffs by the second Business Day after the activity. Matured payoffs must be reported by the earlier of the maturity date or within two Business Days after the date the Servicer receives the funds, as provided by Section 8303.9. For all other exception activity, the Servicer must report by the fifth Business Day after the activity. The Servicer must remit any funds due Freddie Mac by the fifth Business Day after the activity.

If the Servicer fails to report the payoff of a Mortgage that has reached maturity, Freddie Mac will process a payoff transaction for the Mortgage as of the first calendar day of the month following the maturity date. However, if Freddie Mac elects not to process a payoff transaction for a matured Mortgage, Freddie Mac, in its sole discretion, may exercise its right to require the Servicer to repurchase the Mortgage. The Servicer will be responsible for all accrued interest through the date of payoff and the Servicer will incur a late remittance compensatory fee if the Servicer does not remit the payoff proceeds timely. In addition, Freddie Mac reserves the right to assess a late reported payoff compensatory fee for all matured Mortgages for which the Servicer fails to report timely.

The Servicer will receive an edit if the Servicer attempts to report a *principal and interest activity* in the next accounting cycle following the month of maturity.

The table below summarizes Freddie Mac's reporting and remitting requirements.

Transaction	Exception Date	Liquidation Transaction	Reporting Timeline	Remittance Due Date	Remittance Amount
Matured Payoff	The earlier of the maturity date or receipt of funds by Servicer	Payoff - Matured	The earlier of the maturity date or within two Business Days of the receipt of funds by Servicer	Five Business Days after the exception date	Proceeds
Prepaid Payoff	Payoff Date	Payoff - Prepaid	Second Business Day after Payoff Date	Five Business Days after the exception date	Proceeds
Short Sales	Receipt of Funds by Servicer	Payoff- Prepaid	Second Business Day after receipt of funds by Servicer	Five Business Days after the exception date	Net proceeds
Make-whole Pre-foreclosure	Payoff Date	Payoff - Prepaid	Second Business Day after receipt of funds	Five Business Days after the exception date	Proceeds
Charge-off	Second Business Day after receipt of Freddie Mac approval	Payoff - Prepaid	Second Business Day after receipt of Freddie Mac approval	No funds to remit	No Remittance required
Repurchase	30th day from repurchase notification or approval of voluntary repurchase request	Payoff - Repurchase	30th day from repurchase notification or approval of voluntary request	Five Business Days after exception date	Principal and Interest to liquidate mortgage debt

Transaction	Exception Date	Liquidation Transaction	Reporting Timeline	Remittance Due Date	Remittance Amount
Convertible ARM	Conversion Date	Payoff – Conversion	Five Business Days after the Conversion Date	Five Business Days after the Conversion Date	Principal and Interest to liquidate mortgage debt
Foreclosure, third party sale conventional	Foreclosure Sale date	Third Party Foreclosure Sale	Second Business Day after receipt of funds	Five Business Days after receipt of funds	Proceeds

If the Servicer needs to delete a previously reported payoff, it must transmit a revision within the same accounting cycle in which it occurred. If the Servicer reports a payoff to Freddie Mac in error and the Servicer does not reverse it within the same accounting cycle, Freddie Mac will not be able to reactivate the Mortgage and the Servicer must remit its own funds to Freddie Mac to liquidate the Mortgage.

Freddie Mac requires the Servicer to report and remit timely and accurately. If the Servicer reports or remits late or submits inaccurate data, Freddie Mac incurs a loss. As a result, the Servicer may be subject to an accounting or Servicing reporting noncompliance compensatory fee or a late remittance reimbursement compensatory fee.

Refer to the following exhibits about reporting and remitting to Freddie Mac:

- Exhibit 60, Loan-Level Reporting Data Description
- Exhibit 61, Interest and Principal Due Freddie Mac
- Exhibit 68, Cash Remittance System

These exhibits will provide the data elements and calculations necessary for each transaction.

Refer to Section 8303.4 for specific requirements for reporting and remitting for Mortgages with partial principal forbearance.

8303.4: Monthly reporting and remittance requirements for Mortgages with partial principal forbearance (03/02/16)

In addition to the loan-level reporting requirements for all Mortgages in Chapter 8303 and Exhibit 60, Loan-Level Reporting Data Description, Servicers must comply with the following monthly loan-level reporting requirements for all Mortgages with a partial principal forbearance:

Data Field	Description
Current UPB	**For all Mortgages**, report the UPB of the Mortgage as of the Accounting Cycle Cutoff. **For Mortgages with partial principal forbearance**, the reported UPB must equal the sum of the interest-bearing UPB (the amortizing principal balance of the Mortgage) (the "interest-bearing UPB") and the principal forbearance balance ("deferred UPB"), as of the Accounting Cycle Cutoff.
Interest-bearing UPB	**For Mortgages with partial principal forbearance,** report the amount of the interest-bearing UPB (the amortizing principal balance of the Mortgage) as of the Accounting Cycle Cutoff. (Note: Monthly "Interest Due Freddie Mac" must be calculated and reported based on the interest-bearing UPB only.)
Deferred UPB	**For Mortgages with partial principal forbearance,** report the amount of deferred UPB as of the Accounting Cycle Cutoff. (Note: The deferred UPB is non-interest-bearing and non-amortizing, and will be due in the form of a balloon payment upon the earlier of the transfer of all or a portion of the property, the payoff of the interest-bearing UPB, or the new maturity date of the modified Mortgage.)
Principal Due Freddie Mac	**For all Mortgages**, report Freddie Mac's share of principal payments, including prepayments of principal (i.e., curtailments) applied to the interest-bearing UPB of the Mortgage during the accounting cycle.

Data Field	Description
Deferred Principal Curtailment Amount	**For Mortgages with partial principal forbearance,** report the amount of any principal curtailment applied to the deferred UPB during the accounting cycle. This amount must be included in the "Deferred UPB" field.

(a) Reporting corrections

Servicers must comply with the requirements of Section 8303.24 in the event of an understatement or overstatement of principal reduction to either the interest-bearing UPB or the deferred UPB.

(b) Exception reporting and remitting for a payoff of a Mortgage with partial principal forbearance

Servicers must comply with the applicable exception reporting requirements set forth in this chapter except that, when reporting the payoff of a Mortgage with a partial principal forbearance, Servicers must also comply with the following:

- The Current UPB, Interest-bearing UPB and Deferred UPB fields must be reported as zero
- The amount of deferred UPB as reported in the previous accounting cycle must be reported in the "Deferred Principal Curtailment Amount" field
- The amount of the current UPB (i.e., combined interest-bearing UPB and deferred UPB) as reported in the previous accounting cycle, plus or minus the exception interest, must be remitted with the Servicer's exception remittance. Exception interest must be based on the interest-bearing UPB only.

  Servicers must calculate payoff proceeds in accordance with the following:

	Interest-Bearing UPB
+	Deferred UPB
+/-	Exception interest (calculated based on the interest-bearing UPB)
=	Proceeds due Freddie Mac

- Non-exception interest (based on the interest-bearing UPB only) due Freddie Mac as of the Accounting Cycle Cutoff in the month in which the Mortgage was paid off must be remitted with the Servicer's monthly remittance

(c) Application of partial prepayments of principal

If the partial prepayment of principal ("principal curtailment") is less than the interest-bearing UPB, it must be applied to the interest-bearing UPB. If the principal curtailment is equal to or greater than the interest-bearing UPB, then the principal curtailment must first be applied to the deferred UPB and any remaining curtailment to the interest-bearing UPB.

Servicers must report the amount of any curtailment applied to the deferred UPB during the accounting cycle in the "Deferred Principal Curtailment Amount" data field.

(d) Monthly statements

Freddie Mac recommends the Servicer include the amount of the deferred UPB and the combined interest-bearing and deferred UPBs on the Borrower's monthly statement.

8303.5: Correcting reporting errors (03/02/16)

The Servicer must monitor all Edit Error reports (Edits to be Cleared, System Cleared Edits, and Loan Level Missing) provided by Freddie Mac daily. If the Servicer discovers an error after it has transmitted its accounting reporting information, the Servicer must take immediate action to:

1. Correct the source of the error
2. Transmit a revision to Freddie Mac that reflects the Borrower's payment activity or disposition of the Mortgage
3. Adjust remittances, if necessary

If unable to resolve the issue, the Servicer should call Freddie Mac **(see Directory 7)** for instructions on how to correct the information. Servicers may refer to the Investor Reporting Quick Reference Guide for a detailed description of edit codes.

The Edit Error reports may be accessed through the Freddie Mac Service Loans application at **http://www.freddiemac.com/singlefamily/service**.

If the Servicer fails to send Freddie Mac the appropriate information to clear any reporting errors within the applicable time frame, Freddie Mac will make those corrections on the Servicer's behalf subject to the applicable fees.

If the Servicer reports a payoff to Freddie Mac in error, the Servicer must transmit a revision within the same accounting cycle in which the Servicer erroneously reported it. If the Servicer reports a payoff to Freddie Mac in error and the Servicer does not reverse it within the same accounting cycle, Freddie Mac will not be able to reactivate the Mortgage for the Servicer. The Servicer must remit its own funds to Freddie Mac to liquidate the Mortgage.

The Servicer must maintain accurate records for Freddie Mac's review and inspection of the actual principal reductions and adjustments made to correct any reporting errors.

8303.6: Remitting to Freddie Mac (03/02/16)

(a) Monthly remittances

Monthly remittances are due to Freddie Mac on the remittance date stated on the Form 15/A/C, Loan Purchase Statement, the Funding Detail Report, and the Transfer of Servicing, records referenced in Section 7101.8. The Servicer must complete a transfer request using Freddie Mac's automated cash remittance system by 9 p.m. Eastern Time on the Business Day before the remittance due date. Freddie Mac will draft remittances due from the Servicer's Custodial Account via an Automated Clearing House (ACH). The Servicer must ensure that the account from which the remittance will be drafted is adequately funded.

See Sections 8302.13, 8302.14 and 8302.15 for information on initiating a remittance through the cash remittance system.

Before initiating the remittance, the Servicer must total its remittances into the following two categories that represent the funds the Servicer must remit and the order in which the Servicer must report:

1. Non-payoff amounts, which include:

   (a) Monthly principal and interest

   (b) Curtailments and reductions in Negative Amortization

   (c) Interest due on reinstated Mortgages

   (d) Cash adjustments initiated by Freddie Mac

   (e) Net adjustment for REO and FHA/VA foreclosure interest advanced by the Servicer

2. Payoff amounts, which include proceeds for:

   (a) Paid in full Mortgages

   (b) Third-party purchase at foreclosure sales

   (c) Repurchases

If the Servicer has not yet received Freddie Mac's written confirmation of access to Freddie Mac's automated cash remittance system, the Servicer must remit to Freddie Mac (**see Directory 7**) by check in accordance with the requirements in Section 8302.13.

See Sections 8302.14 and 8302.15 for information on initiating a remittance. See Section 8303.7 regarding the availability of funds.

(b) Remitting for exception reporting

The Servicer must remit all funds due to Freddie Mac for *exception (liquidation) activity* by the *remittance due date* in accordance with the requirements in Sections 8303.9 through 8303.14 for remittance requirements for specific *exception activities*, and Section 8303.7 regarding the availability of funds.

(c) Remitting for monthly reporting

The Servicer must remit all funds due to Freddie Mac for all *principal and interest activity* and certain *exception activities* as referenced in Section 8303.3(b) according to the *remittance due date*. Refer to Section 8303.7 regarding the availability of funds.

(d) Foreclosure, REO and Escrow

The only funds the Servicer must remit by check or wire are REO (refer to Section 9701.20) proceeds and Escrow refunds for taxes or property insurance premiums in connection with a foreclosure or REO. Principal and interest proceeds must be remitted via the automated cash remittance system as described in Chapter 8302.

8303.7: Availability of remittances (03/02/16)

The Servicer must initiate its remittance through Freddie Mac's automated cash remittance system no later than 9 p.m. Eastern time on the Business Day before the *remittance due date*.

The Servicer must initiate the remittance by the required date and time or the remittance will not be available to Freddie Mac until after the *remittance due date*. Late remittances will result in the assessment of a cash remittance interest reimbursement compensatory fee as referenced in Section 8303.41.

8303.8: Correcting a remittance (03/02/16)

An over-remittance occurs when the amount the Servicer called in is greater than what Freddie Mac expected. If the Servicer discovers an over-remittance on the same Business Day the error occurred, it may call Freddie Mac's service provider and speak to an operator to assist with correcting the amount remitted **(see Directory 7)**. For a later discovery of an over-remittance, the Servicer may offset the over-remittance against a future remittance, or contact Freddie Mac **(see Directory 7)** for instructions on how to correct the over-remittance.

An under-remittance occurs when the amount called in is less than what Freddie Mac expected. When the Servicer under-remits funds, it must immediately remit the remaining amount due to Freddie Mac, or in the case of short sales, remit the net proceeds as provided in Section 8303.11. The Servicer is in violation of the Purchase Documents if the Servicer fails to comply with the remittance requirements or under-remits funds, and Freddie Mac will assess a cash remittance

interest reimbursement compensatory fee. Refer to Sections 8303.34 through 8303.43 for additional compensatory and other fees.

8303.9: Payoff – matured or prepaid (03/02/16)

A payoff is the repayment of a Mortgage due to full amortization or prepayment-in-full. The Servicer must report the payoff as of the Payoff Date or the date the Servicer receives the funds (as applicable), and may not alter it for any reason.

The Servicer must complete the following steps to report and remit a payoff of a Mortgage:

1. To report a prepayment-in-full, report the payoff by the second Business Day after the Payoff Date

   To report the payoff of a matured Mortgage, report the payoff by the earlier of the maturity date or within two Business Days of the date the Servicer receives the funds. For Mortgages registered on the MERS® System, the Servicer must, by the second Business Day after the Payoff Date, update the MERS System to a loan status of "Paid in full" for Mortgages reported to Freddie Mac as matured or prepaid.

2. Initiate two separate remittances in accordance with Sections 8302.14 and 8302.15 as follows:

   (a) For a prepayment-in-full, the Servicer must remit the UPB due to Freddie Mac as reported in the previous cycle, plus or minus the exception interest in the Servicer's exception remittance so the proceeds are available to Freddie Mac by the fifth Business Day after the Payoff Date

   For a payoff of a matured Mortgage, the Servicer must remit the UPB due to Freddie Mac as reported in the previous cycle, plus or minus the exception interest by the fifth Business Day after the earlier of the maturity date or the Servicer receives funds, in the Servicer's exception remittance

   (b) In the Servicer's monthly remittance the Servicer must remit the monthly, interest or any reinstatement interest due to Freddie Mac as of the Accounting Cycle Cutoff in which the Servicer paid off the Mortgage based on the *remittance due date*

3. Do not report or remit funds on this Mortgage in future cycles

Refer to Sections 8303.4 and 8303.5 for information regarding an erroneously reported payoff or rescinded payoff.

8303.10: Third-party foreclosure sale reporting and remittance requirements (03/02/16)

A third-party foreclosure sale is a sale of the property where title to the property is not conveyed to Freddie Mac. The Servicer must comply with the requirements of Chapter 9301 regarding foreclosures and Section 8106.3 regarding the submission on Freddie Mac's behalf of Internal Revenue Service Form 1099-A, Acquisition or Abandonment of Secured Property.

The Servicer must notify Freddie Mac through the Freddie Mac Service Loans application of the third-party foreclosure sale by the first Business Day after the completion of the foreclosure by reporting a third-party Foreclosure Sale/Deed-in-Lieu and completing the applicable data fields. (See Section 9301.38 regarding reporting foreclosure sale results.)

The Servicer must complete the following steps to report and remit when the Servicer receives the proceeds from a third-party foreclosure sale:

1. Report the transaction ID of "Foreclosure" and the sale result of "third-party sale" no later than the second Business Day after the Servicer receives the proceeds. When reporting, the Servicer must ensure that:

   - Foreclosure sale date is the date that the foreclosure sale occurred
   - Ending gross UPB is zero
   - Principal due field is completed with the gross UPB as of the last reporting cycle before the Mortgage was inactivated
   - DDLPI is the date of the last fully-paid monthly installment

2. Initiate two separate remittances through the automated cash remittance system, in accordance with Sections 8302.14 and 8302.15, no later than the fifth Business Day after the Servicer receives the proceeds. The remittances are as follows:

   (a) In the Servicer's exception remittance the Servicer must remit the UPB due to Freddie Mac as reported in the previous cycle, plus or minus the exception interest, so that they are available to Freddie Mac by the fifth Business Day after the Servicer receives the proceeds

   (b) In the Servicer's monthly remittance the Servicer must remit the monthly interest or any reinstatement interest due to Freddie Mac as of the Accounting Cycle Cutoff in which the Servicer paid off the Mortgage based on the *remittance due date*

3. The Servicer must review the Detail Adjustment Report (DAR) with respect to charge-offs and report any discrepancies to Freddie Mac by submitting Form 1205, Post-Settlement Adjustment Request, within 30 calendar days following Freddie Mac's posting of the amount

to the DAR. The DAR may be accessed through the Freddie Mac Service Loans application at **http://www.freddiemac.com/singlefamily/service**.

Freddie Mac will respond to the Servicer within 30 calendar days of receipt of the Servicer's submission.

4. Do not report or remit funds on this Mortgage in future cycles

   The Servicer's receipt of the sale proceeds from a third-party foreclosure sale, when remitted by foreclosure counsel pursuant to Section 9301.43, is considered received when the institution receives the entire sale proceeds.

8303.11: Short sale reporting and remittance requirements (03/02/16)

A short sale is the sale of a Mortgaged Premises for which the Servicer has received Freddie Mac's approval to sell for less than the total amount necessary to satisfy the Mortgage obligation. The Servicer must comply with the requirements of Sections 9208.1 through 9208.8 regarding a short sale and charging off a deficiency and Section 8106.3 regarding the submission on Freddie Mac's behalf of Internal Revenue Service Form 1099-A.

The Servicer must complete the following steps to report and remit when the Servicer receives the funds for a short sale:

1. Report the short sale as paid in full-prepaid by the second Business Day after the Servicer receives the settlement proceeds

2. Remit the net proceeds as listed on the Settlement/Closing Disclosure Statement to Freddie Mac. Net proceeds may include cash contributions and the mortgage insurance claim payment, if funded at settlement. For any Mortgage in which Freddie Mac has a Percentage of Participation, the remittance must equal Freddie Mac's Percentage of Participation applied to the net proceeds as listed on the Settlement/Closing Disclosure Statement. See Sections 8302.13, 8302.14 and 8302.15 for information on initiating a remittance through the cash remittance system and Section 8303.12 for additional requirements related to make-whole preforeclosure sales. See Section 8301.6 for information on Percentage of Participation.

3. The Servicer must review the Detail Adjustment Report (DAR) with respect to charge-offs and report any discrepancies to Freddie Mac by submitting Form 1205, Post-Settlement Correction Request, within 30 calendar days following Freddie Mac's posting of the amount to the DAR. The DAR may be accessed through the Freddie Mac Service Loans application at **http://www.freddiemac.com/singlefamily/service**.

   Freddie Mac will respond to the Servicer within 30 calendar days of receipt of the Servicer's submission.

4. Do not report or remit funds on this Mortgage in future cycles

8303.12: Make-whole preforeclosure sale reporting and remittance requirements (03/02/16)

A make-whole preforeclosure sale is the sale of a Mortgaged Premises for which the Servicer has received Freddie Mac's approval to sell the property for less than the total amount necessary to satisfy the Mortgage obligation, however, there is a mortgage insurance claim payment or a Borrower contribution that satisfies the deficiency. The Servicer must comply with the requirements of Sections 9208.3(a)(2) and 9208.5(b) regarding a make-whole preforeclosure sale.

The Servicer must complete the following steps to report and remit when the Servicer receives the proceeds from a make-whole preforeclosure sale:

1. Report the Mortgage as paid in full-prepaid by the second Business Day after the Servicer receives the settlement proceeds

2. Initiate two separate remittances in accordance with Sections 8302.14 and 8302.15 for a make-whole preforeclosure sale as follows:

   (a) In the Servicer's exception remittance the Servicer must remit the UPB due to Freddie Mac as reported in the previous cycle, plus or minus the exception interest, so that they are available to Freddie Mac by the fifth Business Day after the Servicer receives the proceeds

   (b) In the Servicer's monthly remittance the Servicer must remit the monthly interest or any reinstatement interest due to Freddie Mac as of the Accounting Cycle Cutoff in which the Servicer paid off the Mortgage based on the *remittance due date*

3. Do not report or remit funds on this Mortgage in future cycles

8303.13: Reporting a charge off (03/02/16)

Freddie Mac's approval of a charge off ceases collection efforts on a Mortgage when the debt is deemed to be uncollectible. A charge off does not cancel the Note nor does it release the lien on the property. The Servicer must comply with the requirements of Sections 9210.1 through 9210.5 regarding a charge off.

The Servicer must complete the following steps to report a charge off:

1. Report the charge off as paid in full-prepaid by the second Business Day after the Servicer receives Freddie Mac's approval letter confirming the charge off request

2. There is no remittance to Freddie Mac

3. The Servicer must review the Detail Adjustment Report (DAR) with respect to charge-offs and report any discrepancies to Freddie Mac by submitting Form 1205, Post-Settlement Correction Request, within 30 calendar days following Freddie Mac's posting of the amount to the DAR. The DAR may be accessed through the Freddie Mac Service Loans application at **http://www.freddiemac.com/singlefamily/service**.

   Freddie Mac will respond to the Servicer within 30 calendar days of receipt of the Servicer's submission.

4. Do not report or remit funds on this Mortgage in future cycles

8303.14: Repurchase reporting and remittance requirements (03/02/16)

Repurchased Mortgages may be *active* or *inactive* Mortgages or Mortgages transferred to REO. The Servicer must comply with the requirements of Chapter 3602 regarding a repurchase.

For a repurchase required by Freddie Mac or a repurchase approved by Freddie Mac at the Servicer's request, the Servicer must document the Mortgage file with Freddie Mac's written notification requiring the repurchase, or with Freddie Mac's prior written approval of the Servicer's request.

There are four types of repurchases and their corresponding reporting and remitting requirements as described in the table below.

Repurchase Type	Reporting	Remitting
Voluntary Freddie Mac has approved the Servicer's written request to repurchase a Mortgage. (Note: Only under exceptional circumstances, and on an individual basis, will Freddie Mac allow the Servicer to repurchase Freddie Mac's interest in a Mortgage. Generally, Freddie Mac will only allow the	Servicer must report within 30 days following the date of Freddie Mac's notification approving the Servicer's repurchase request, using the transaction type "Payoff – Repurchase."	Initiate two separate remittances in accordance with Sections 8302.14 and 8302.15 for a Mortgage repurchase as follows: (a) In the Servicer's exception (liquidation) remittance the Servicer must remit the UPB due to Freddie Mac as reported in the previous cycle, plus or minus the exception interest, so that they are available to Freddie Mac by the fifth Business Day after the repurchase (b) In the Servicer's monthly remittance the Servicer must remit the monthly and/or reinstatement interest due to Freddie Mac as of the Accounting Cycle

Repurchase Type	Reporting	Remitting
Servicer to repurchase a Mortgage that is 90 or more days delinquent or in foreclosure.)		Cutoff in which the Servicer repurchased the Mortgage based on the remittance due date Refer to Section 3602.4 for the calculation of the repurchase price for *active* Mortgages or *inactive* Mortgages.
Involuntary Freddie Mac requires the Servicer to repurchase a Mortgage	Servicer must report within 30 days if the repurchase request is pursuant to Section 3602.1 or 60 days if the repurchase request is pursuant Section 3602.2 following the date of Freddie Mac's notification requiring the repurchase, using the transaction type "Payoff – Repurchase."	Initiate two separate remittances in accordance with Sections 8302.14 and 8302.15 for a Mortgage repurchase as follows: (a) In the Servicer's exception (liquidation) remittance the Servicer must remit the UPB due to Freddie Mac as reported in the previous cycle, plus or minus the exception interest, so that they are available to Freddie Mac by the fifth Business Day after the repurchase (b) In the Servicer's monthly remittance the Servicer must remit the monthly and/or reinstatement interest due to Freddie Mac as of the Accounting Cycle Cutoff in which the Servicer repurchased the Mortgage based on the remittance due date. Refer to Section 3602.4 for the calculation of the repurchase price for *active* Mortgages or *inactive* Mortgages.
REO	Servicer must report the Mortgage as transferred to REO. An REO repurchase must not be reported through the Freddie Mac Servicer Loans application or any other reporting medium.	Initiate two separate remittances in accordance with Sections 8302.14 and 8302.15 for a Mortgage repurchase as follows: (a) Submit the proceeds to Freddie Mac **(see Directory 6)** with a copy of the repurchase letter and a copy of the Single-Family Servicing All-In Economic Gain/Loss Calculation that Freddie Mac sends to the Servicer within 30 days following the date of

Repurchase Type	Reporting	Remitting
		Freddie Mac's letter requiring or approving the repurchase (b) In the Servicer's monthly remittance, the Servicer must remit the monthly and/or reinstatement interest due to Freddie Mac as of the Accounting Cycle Cutoff in which the Servicer repurchased the Mortgage based on the remittance due date

Do not report or remit funds on these Mortgages in future cycles.

8303.15: Loan-level transaction reporting (03/02/16)

The loan-level transaction is what Freddie Mac calls the monthly reporting of each *active* and *inactive* Mortgage the Servicer services for Freddie Mac, including reporting monthly net yield interest, principal reductions and principal increases due to Negative Amortization.

Principal reductions include curtailments and Negative Amortization decreases since the previous month's cutoff, Scheduled Principal and prepaid Scheduled Principal. Refer to Exhibit 60, Loan-Level Data Reporting Description, Exhibit 61, Interest and Principal Due Freddie Mac, and Exhibit 66, Determining Borrower's Scheduled Principal Payments, for what the Servicer must report and how to calculate the remittance due to Freddie Mac.

Requirements for reporting and remitting on *monthly principal and interest activity* and certain *exception* activities are detailed in Section 8303.16 and 8303.28.

8303.16: Monthly reporting and remitting requirements (03/02/16)

The Servicer must submit the following to Freddie Mac monthly by the 5th Business Day after the Accounting Cycle Cutoff:

1. The *reporting status* and any activity for each Mortgage the Servicer services for Freddie Mac via the loan-level transaction via one of the reporting media described in Section 8301.10

2. Form 1100, Supplemental Report of Curtailments for Super ARC, if applicable

(See Section 8303.28 for specific requirements about submitting Form 1100.)

The Servicer must remit funds due to Freddie Mac via Freddie Mac's automated cash remittance system so they are available by the contract specified *remittance due date*, or if not specified, by the 3rd Business Day after the Accounting Cycle Cutoff.

Failure to comply with Freddie Mac's reporting and remitting requirements will result in the assessment of compensatory fees as set forth in Sections 8303.34 through 8303.43.

8303.17: Quarterly reporting and remitting requirements (03/02/16)

If the Servicer elects to report adjustments to each Servicemembers Civil Relief Act (SCRA) - capped Mortgage on a quarterly basis, the Servicer must submit its report (see Exhibit 71, CSV File Format to Report Loans Eligible for the SCRA Interest Rate Subsidy) to Freddie Mac **(see Directory 3)** no later than the fifth Business Day after the Accounting Cycle Cutoff in March, June, September and December.

8303.18: Monthly remittance cycles (03/02/16)

The remittance cycle, sometimes called the remittance option, determines the due date for remitting monthly principal and interest due to Freddie Mac. The *remittance due date* varies according to the remittance cycle the Seller selected at the time Freddie Mac purchased the Mortgage. The Funding Detail Report; Form 15/A/C, Loan Purchase Statement; or the Transfer of Servicing records referenced in Section 7101.8 indicates the remittance cycle. Refer to Exhibit 6, Matrix of Remittance Cycle Options.

The following chart summarizes the various remittance cycles, which are available under the Cash, Guarantor and MultiLender Swap programs.

If the Remittance Cycle is:	**Then Funds Must be Available to Freddie Mac by the:**	**And the Servicer Must Remit the Following Funds for all *Active* Mortgages:**
Super Accelerated Remittance Cycle (super ARC)	Contract-specified day between and including the 1st and 15th days of the month	Scheduled net yield interest Scheduled principal Previous cycle's curtailments

Accelerated Remittance Cycle (ARC)	Contract-specified Business Day, or if not specified, by the third Business Day after the Accounting Cycle Cutoff	Scheduled net yield interest (including interest due on reinstated Mortgages) Actual principal reduction
Gold	Third Business Day after the Accounting Cycle Cutoff	
Original	First Tuesday of the month following the Accounting Cycle Cutoff	
First Tuesday	First Tuesday of the month following the Accounting Cycle Cutoff	

8303.19: Remittance due dates (03/02/16)

The Servicer must make all funds due to Freddie Mac available for Freddie Mac's use by the *remittance due date*. If the *remittance due date* is on a non-Business Day, the funds must be available to Freddie Mac on the preceding Business Day. If the preceding Business Day is in a different calendar month, then the remittance must be available to Freddie Mac on the first Business Day after the original *remittance due date*. Refer to Section 8303.7 for availability of remittances.

8303.20: Monthly reporting and remitting requirements, including exception activities (03/02/16)

The Servicer must report the following to Freddie Mac monthly by the fifth Business Day after the Accounting Cycle Cutoff:

1. All *principal and interest activities* for all *active* Mortgages
2. *Exception activities* listed in the chart below
3. The *reporting status* of all *inactive* Mortgages

The Servicer must remit to Freddie Mac monthly via Freddie Mac's automated cash remittance system the *principal and interest* for all *active* Mortgages according to the *remittance due date*. For an *inactive* Mortgage no remittance is due in the cycle following the cycle in which the

Servicer inactivated the Mortgage. See Section 8303.21 for information on inactivating a Mortgage.

Refer to Section 8303.7 for specific requirements about when funds must be available to Freddie Mac and to Section 7101.5 for initial reporting and remitting requirements on Transfers of Servicing. Refer to Sections 8302.13 through 8302.15 for information on Freddie Mac's automated cash remittance system.

The following chart summarizes the *remittance due dates* for the *exception activity* the Servicer must remit to Freddie Mac monthly:

Activity (Parenthetical terms are used in the Freddie Mac Service Loans application)	**Description**	**Remit funds so that they are available to Freddie Mac by the...**
Inactivation (Inactivate)	The process of suspending the remittance of funds for a Mortgage in foreclosure	*Remittance due date*
Newly funded Mortgage	A Mortgage that was sold to Freddie Mac during the current accounting cycle	
Reinstatement (Reinstate)	A Mortgage that the Servicer inactivated during a previous accounting cycle that the Borrower has partially or fully reinstated, or for which the Servicer has completed a loan modification	
Principal balance correction	A Mortgage on which the ending UPB is higher than the beginning UPB for a reason other than negative amortization	

Deed-in-lieu of foreclosure	A Borrower's voluntary conveyance of clear title to the property with Freddie Mac's approval in exchange for a discharge of debt	***Inactive* Mortgages** • No funds are due if the Mortgage was *inactive* • The Servicer must take a credit for the interest it advanced for the delinquent Mortgage on the contract specified *remittance due date* **Active Mortgages** If the Mortgage was *active*, remit any interest due to Freddie Mac by the contract specified *remittance due date*, or if not specified, by the third Business Day after the Accounting Cycle Cutoff.
FHA/VA foreclosure (FHA/VA foreclosure conveyance)	A property that did not sell at the foreclosure sale for which the Servicer has filed a claim with FHA/VA	
Transfer to REO	A property Freddie Mac acquired through foreclosure	
Principal balance adjustment, due to court order	A Mortgage on which the ending UPB is lower than the beginning UPB due to a court order. Includes court-ordered modifications and bankruptcy cramdowns.	The Servicer to remit funds after the loan appears on the "Loan Modification Processed Report" available in the Freddie Mac Service Loans application.

8303.21: Reporting Inactivation of a Mortgage (03/02/16)

Inactivation is the process the Servicer may complete to suspend remitting funds to Freddie Mac for a Mortgage in foreclosure. The Servicer may inactivate a Mortgage after it has notified Freddie Mac that the Servicer has initiated foreclosure.

The Servicer must notify Freddie Mac of the initiation of foreclosure through an EDR transmission no later than the third Business Day of the month following the month in which the Servicer initiated foreclosure. The Servicer may inactivate the Mortgage for the next accounting cycle as part of the loan-level reporting following the EDR notification. The Servicer may inactivate the Mortgage effective as of the first day of the month following the month in which the Servicer initiated foreclosure. (Refer to Section 9102.7 for information on EDR.)

To inactivate a Mortgage in foreclosure, the Servicer must:

1. Report the *inactive reporting status* and the monthly interest due to Freddie Mac by the fifth Business Day after the Accounting Cycle Cutoff

2. Remit the monthly interest due to Freddie Mac via Freddie Mac's automated cash remittance system by the *remittance due date*. The Servicer must remit because the Mortgage was *active* as of the previous Accounting Cycle Cutoff.

Once the Servicer has inactivated the Mortgage, the Servicer must report it to Freddie Mac monthly as *principal and interest activity* with zero principal and zero interest due. The Servicer must continue to report it in this manner until the Mortgage is reactivated by a full or partial reinstatement, paid off, sold at foreclosure sale or transferred to REO. Partial payments cannot be applied when the Mortgage is inactivated. The Mortgage must first be reinstated before payments can be processed. See Section 8303.23(b) for information on partial reinstatements.

8303.22: Newly-funded Mortgage reporting and remittance requirements (03/02/16)

A newly-funded Mortgage is a Mortgage sold to Freddie Mac during the current accounting cycle. The Funding Date and the Mortgage balance at the end of the accounting cycle determine when the Servicer must report a newly-funded Mortgage. The Servicer must comply with the requirements of Section 8302.22 regarding the initial reporting of and remitting for a newly funded Mortgage.

To report and remit a newly funded Mortgage, the Servicer must:

1. Report the newly funded Mortgage to Freddie Mac by the fifth Business Day after the Accounting Cycle Cutoff (refer to Section 8302.22)

2. Remit the one month's interest and any principal due to Freddie Mac via Freddie Mac's automated cash remittance system by the *remittance due date*

3. Continue to report and remit monthly

8303.23: Reinstatement (03/02/16)

Reinstatement is the process of restoring a delinquent Mortgage or a Mortgage in foreclosure to current status. A full reinstatement requires full payment of all past-due amounts. A partial reinstatement requires partial payment of past-due amounts. The Servicer must comply with the requirements as specified in Sections 9203.3 through 9203.7 regarding full and partial reinstatements.

(a) Full reinstatement of a Mortgage in foreclosure

If the Servicer has previously notified Freddie Mac via an EDR transmission of the initiation of foreclosure, the Servicer must notify Freddie Mac of the full reinstatement through an EDR transmission no later than the third Business Day of the month following the month in which the Servicer accepted the reinstatement funds.

The Servicer must complete the following steps to report and remit when the Servicer fully reinstates a Mortgage in foreclosure:

1. Report the reinstatement to Freddie Mac by the fifth Business Day after the Accounting Cycle Cutoff following the reinstatement

2. Remit the full amount of delinquent interest and any principal due to Freddie Mac via Freddie Mac's automated cash remittance system by the *remittance due date*

3. Report and remit on this Mortgage as *principal and interest activity* in future cycles, unless the reinstatement resulted in a payoff

(b) Partial reinstatement of a Mortgage in foreclosure

If the Servicer has previously notified Freddie Mac via an EDR transmission of the initiation of foreclosure, the Servicer must notify Freddie Mac of the partial reinstatement through an EDR transmission no later than the third Business Day of the month following the month in which the Servicer accepted the partial reinstatement funds.

The Servicer must complete the following steps to report and remit when the Servicer partially reinstates a Mortgage in foreclosure:

When the Servicer partially reinstates a Mortgage in foreclosure, it has a choice of one of the following accounting methods. Freddie Mac will call the Servicer to confirm the partial reinstatement and which of the two following reporting methods the Servicer chose:

(i) Net yield

1. The Servicer must advance the total amount of delinquent interest needed to fully reinstate the Mortgage

2. Report the reinstatement to Freddie Mac by the fifth Business Day after the Accounting Cycle Cutoff

3. Remit the full amount of delinquent interest and any principal due to Freddie Mac via Freddie Mac's automated cash remittance system by the *remittance due date*

4. Report and remit on this Mortgage as *principal and interest activity* in future cycles

(ii) Alternate method

1. To use this option, the Servicer must convert the Mortgage to the alternate method of accounting reporting on Freddie Mac's system. Report the reinstatement to Freddie Mac by the fifth Business Day after the Accounting Cycle Cutoff. When the Servicer reports the partial reinstatement, the Servicer may also recover the interest it previously advanced to Freddie Mac by netting the amount against the Borrower's initial and partial payments under the repayment plan.

2. Remit the Borrower's initial principal and interest payment under the repayment plan to Freddie Mac via Freddie Mac's automated cash remittance system by the *remittance due date*

3. During the repayment plan, the Servicer must report and remit to Freddie Mac using the alternate method of accounting reporting only when the Servicer has collected one or more of the Borrower's full monthly payments

4. Once the Mortgage is current, report and remit funds to Freddie Mac using the original accounting method for the Mortgage

When the Servicer chooses to report a partial reinstatement of a Mortgage in foreclosure using the alternate method of accounting reporting, and the Mortgage was sold to Freddie Mac under the fixed-rate Guarantor or MultiLender Swap programs for which the Servicer selected the super accelerated remittance cycle (ARC) alternative, the remittance cycle for the Mortgage will be converted to the Gold or ARC remittance cycle during the repayment plan.

8303.24: Principal balance correction (03/02/16)

If the Servicer reports an erroneous principal reduction amount, the Servicer must comply with the following requirements:

(a) Understated principal reduction

If the Servicer understates a principal reduction for an accounting cycle, it must adjust the amount of the understatement on the following accounting cycle's loan-level transaction by increasing the amount of total principal reduction.

(b) Overstated principal reduction

If the Servicer overstated the principal reduction for a given Mortgage by $3,000 or less, it may adjust the principal balance in the following accounting cycle's loan-level transaction. This will result in an increase in the UPB of that Mortgage, which Freddie Mac refers to as negative principal reduction. A negative principal reduction occurs when the UPB of a Mortgage is increased during the accounting cycle for reasons other than Negative Amortization. (Refer to Exhibit 61, Interest and Principal Due Freddie Mac.)

If the overstatement of principal reduction is more than $3,000, the Servicer must contact Freddie Mac to discuss correction options (**see Directory 7**). One of the options is that Freddie Mac may require the Servicer to repurchase the Mortgage.

Reporting a principal balance correction does not guarantee Freddie Mac's approval. The Servicer may confirm the processing of the UPB adjustment on the Loan Reconciliation Difference Report or by contacting Freddie Mac **(see Directory 7)**. If Freddie Mac processes the principal balance adjustment, there are no special reporting and remitting requirements for future cycles. If Freddie Mac does not process the principal balance correction, contact Freddie Mac for reporting and remitting instructions for future cycles.

8303.25: Deed-in-lieu of foreclosure reporting and remittance requirements (03/02/16)

A deed-in-lieu of foreclosure is a Borrower's voluntary conveyance of clear title to the property in exchange for a discharge of debt. The Servicer must comply with the requirements of Sections 9209.1 through 9209.8 regarding a deed-in-lieu of foreclosure.

The Servicer must submit two separate transactions to Freddie Mac via the Freddie Mac Service Loans application to report a deed-in-lieu of foreclosure.

1. By the first Business Day after receiving the executed deed, report the Foreclosure Sale/DIL. If the Borrower was required to make a cash contribution as a condition of acceptance of the deed-in-lieu of foreclosure, the Servicer must remit the funds by check no later than the fifth Business Day after the receipt of funds.

2. Report the Mortgage as a Transfer to REO transaction by the fifth Business Day after the Accounting Cycle Cutoff

If the Mortgage was *inactive* as of the previous Accounting Cycle Cutoff, on the *remittance due date*, the Servicer must take a credit calculated from the DDLPI, up to but not including the month the Servicer inactivated the Mortgage, for the interest the Servicer advanced for the delinquent Mortgage.

If the Mortgage was *active* as of the previous Accounting Cycle Cutoff, on the *remittance due date*, the Servicer must take a credit calculated from the DDLPI through the previous Accounting Cycle Cutoff, for the interest the Servicer advanced for the delinquent Mortgage.

Do not report or remit funds on this Mortgage for future cycles.

8303.26: FHA/VA foreclosure conveyance reporting and remittance requirements (03/02/16)

An FHA/VA foreclosure conveyance occurs when the Servicer forecloses on a Mortgage insured by the FHA or guaranteed by the VA and the property is not sold to a third party at the foreclosure sale. The Servicer must comply with the requirements of Chapter 9301 and Sections 9603.2 and 9603.3 regarding FHA/VA foreclosures.

The Servicer must notify Freddie Mac of the foreclosure sale by the first Business Day after the completion of the foreclosure sale by reporting a Foreclosure Sale/DIL and completing the applicable data fields.

The Servicer must submit two separate transactions to Freddie Mac via the Freddie Mac Service Loans application to report the FHA/VA conveyance:

1. By the first Business Day after the foreclosure sale, report the Foreclosure Sale/DIL transaction to inform Freddie Mac of the results of the sale

2. Report a Transfer to REO transaction by the fifth Business Day after the Accounting Cycle Cutoff

If the Mortgage was *inactive* as of the previous Accounting Cycle Cutoff, on the *remittance due date*, the Servicer must take a credit calculated from the DDLPI up to but not including the month the Servicer inactivated the Mortgage, for the interest the Servicer advanced for the delinquent Mortgage.

If the Mortgage was *active* as of the previous Accounting Cycle Cutoff, on the *remittance due date* the Servicer must take a credit calculated from the DDLPI through the previous Accounting Cycle Cutoff, for the interest the Servicer advanced for the delinquent Mortgage.

Do not report or remit funds on this Mortgage in future cycles.

8303.27: REO reporting and remittance requirements (03/02/16)

A transfer to REO occurs when the Mortgaged Premises is not sold to a third party at the foreclosure sale and Freddie Mac acquires the property. The Servicer must comply with the requirements of Sections 8106.3, 9301.38 through 9301.42, and Chapter 9603 regarding the submission on Freddie Mac's behalf of Internal Revenue Service Form 1099-A, Acquisition or Abandonment of Secured Property.

The Servicer must notify Freddie Mac through the Freddie Mac Service Loans application of the foreclosure sale by the first Business Day after the completion of the foreclosure sale by reporting a Foreclosure Sale/DIL and completing the applicable data fields.

The Servicer must complete the following steps to report and remit for a transfer to REO:

1. The Servicer must report the transfer of the property to REO as follows:

   (a) If the foreclosure sale occurs between the first and the 15th of the month, the Servicer must report the transfer of the property to REO by the fifth Business Day after the Accounting Cycle Cutoff

   (b) If the foreclosure sale occurs on or after the 16th of the month, the Servicer must report the transfer of the property to REO by the fifth Business Day after the following month's Accounting Cycle Cutoff

2.

   (a) If the Mortgage was *inactive* as of the Accounting Cycle Cutoff prior to the foreclosure, on the *remittance due date*, the Servicer must take a credit calculated from the DDLPI up to but not including the month the Servicer inactivated the Mortgage, for the interest the Servicer advanced for the delinquent Mortgage

   (b) If the Mortgage was *active* as of the Accounting Cycle Cutoff prior to the foreclosure, on the *remittance due date* the Servicer must take a credit calculated from the DDLPI through the previous Accounting Cycle Cutoff for the interest the Servicer advanced for the delinquent Mortgage

3. Do not report or remit funds on this Mortgage in future cycles

Servicers are not required to wait until the end of the redemption period to report the REO transaction to recover the delinquent interest advanced to Freddie Mac.

8303.28: Additional monthly reporting requirements (03/02/16)

In addition to the loan-level transaction the Servicer must transmit to Freddie Mac each month, the Servicer must also submit the following reports, if applicable:

(a) Form 1100, Supplemental Report of Curtailments for Super ARC

Freddie Mac requires the Servicer to submit this paper form to Freddie Mac **(see Directory 7)** monthly, by the fifth Business Day after the Accounting Cycle Cutoff, to report curtailments for all Mortgages sold to Freddie Mac under the super accelerated remittance

cycle (super ARC). Refer to the reverse side of Form 1100 for instructions on how to prepare this supplemental report.

(b) Supplemental accounting report of Servicemembers Civil Relief Act (SCRA) Mortgages

If the Servicer elects to report adjustments to each SCRA-capped Mortgage on a monthly basis, the Servicer must submit its report (see Exhibit 71, CSV File Format to Report Loans Eligible for the SCRA Interest Rate Subsidy) to Freddie Mac **(see Directory 3)** no later than the fifth Business Day after the Accounting Cycle Cutoff.

(c) Form 105, Multipurpose Loan Servicing Transmittal, as used for reporting interest rate reductions on Affordable Merit Rate® Mortgages

Within 30 days of the anniversary date on which the Borrower becomes eligible for the interest rate reduction by demonstrating a good payment history, the Servicer must send Form 105 to Freddie Mac **(see Directory 3)** reporting the following new terms of the Affordable Mortgage Rate Mortgage by completing these fields in Part C of the form:

1. Original Note Rate
2. Reduced Note Rate
3. New Principal & Interest Pmt.
4. Effective Date of Rate Reduction

Refer to the Affordable Merit Rate Note Rider, Freddie Mac Uniform Instrument, Form 3194, and the Addendum, Freddie Mac Uniform Instrument, Form 3294, for definitions of the anniversary date and good payment history.

8303.29: Freddie Mac's reports to Servicers of discrepancies (03/02/16)

Freddie Mac will process the data the Servicer transmits, compare the data daily against Freddie Mac's database, and notify the Servicer of any discrepancies on the Edit Reports within three Business Days. The Servicer is responsible for ensuring the accuracy of the data the Servicer submits to Freddie Mac, correcting any errors and making any needed adjustments. Refer to Sections 8303.5 and 8303.30 for additional information.

8303.30: Daily edit reports (03/02/16)

The Servicer must monitor the daily edit reports provided by Freddie Mac through the Freddie Mac Service Loans application at **http://www.freddiemac.com/singlefamily/service** and promptly correct the errors indicated on the reports:

1. **Freddie Mac Edits to be Cleared Report:** This daily report identifies loan-level transaction edits that prevent Freddie Mac from processing transactions the Servicer has reported. The Servicer must take immediate action to resolve the edit errors and transmit revised transactions to Freddie Mac that reflect the Borrower's payment activity.

2. **Freddie Mac System Cleared Edits Report:** This daily report identifies loan-level transaction edits that Freddie Mac's system changed and continued processing. The Servicer must determine the cause of the edit and take action by the next Accounting Cycle Cutoff to prevent the edit from recurring in future accounting cycles. The Servicer should also revise the system cleared edit in order to prevent it from negatively impacting its Servicer Success Scorecard.

3. **Loan Level Missing Report:** Freddie Mac makes this report available between the Accounting Cycle Cutoff and month-end. This report identifies Mortgages missing from the Servicer's monthly loan-level transactions. This includes any Mortgage:

   - That the Servicer did not report to Freddie Mac
   - With unresolved edits on the Edits to be Cleared Report
   - Reported to Freddie Mac with an invalid Freddie Mac loan number, and/or
   - For which Freddie Mac received a transaction, but the Mortgage was rejected by Freddie Mac's system

   Freddie Mac generates this report only after Freddie Mac processes 75% of the loan-level transactions for Mortgages the Servicer services for Freddie Mac. Once the 75% reporting threshold is met, Freddie Mac will provide this report daily until it closes its monthly accounting cycle. The Servicer must analyze this report and ensure that any Mortgage due to be reported to Freddie Mac is reported by the fifth Business Day after the Accounting Cycle Cutoff.

The Servicer will need a secure User ID and password to retrieve these reports through the Service Loans application. The Service Loans application is accessible at **http://www.freddiemac.com/singlefamily/service**.

8303.31: Monthly reports provided to Servicer (03/02/16)

Freddie Mac provides the Servicer the three monthly reports described below that the Servicer must use to reconcile the amounts reported and remitted to Freddie Mac to the Principal and Interest Custodial Account for the Mortgages the Servicer services for Freddie Mac. Each of these reports is available on a preliminary basis daily, and the final is available at the end of the calendar month. (See Section 8303.32 for information on receiving these reports in preliminary form.) The Servicer must review these reports timely and notify Freddie Mac in writing **(see Directory 7)** of any errors or discrepancies between its data and Freddie Mac's within 90 days of the Accounting Cycle Cutoff for that month's report(s).

1. **Loan Reconciliation Difference Report:** Freddie Mac will make available to the Servicer the final Loan Reconciliation Difference Report through the Freddie Mac Service Loans application at the end of the calendar month. This report provides the Servicer with detailed information about transactions that:

   - Freddie Mac processed differently than the Servicer reported
   - Freddie Mac added manually
   - The Servicer reported as revisions that Freddie Mac did not process
   - The Servicer reported as revisions that Freddie Mac did process
   - The Servicer reported more than once during the accounting cycle
   - The Servicer reported with an invalid Freddie Mac loan number
   - The Servicer reported on Mortgages belonging to another Servicer

   The differences identified on this report may be outstanding items on the Servicer's Principal and Interest Custodial Account reconciliation or adjustments that the Servicer needs to make to the Servicer's cash remittance.

2. **Monthly Account Statement (MAS):** Freddie Mac will make available to the Servicer the final MAS through the Service Loans application by the end of the calendar month. This report summarizes the total amount due to Freddie Mac as of the Accounting Cycle Cutoff.

   The ending balance on the MAS includes principal and interest due to Freddie Mac, remittances the Servicer has made and adjustments made by Freddie Mac. The ending balance is the Servicer's total liability to Freddie Mac as of the Accounting Cycle Cutoff.

   The Servicer must reconcile the ending balance to the Principal and Interest Custodial Account balance using Form 59, Principal and Interest Custodial Account Reconciliation Worksheet—Monthly Account Statement, in accordance with Freddie Mac's requirements in

Sections 8304.13 through 8304.17. If the Servicer disagrees with the ending balance on the MAS, the Servicer must notify Freddie Mac in writing within 90 days of the Accounting Cycle Cutoff (**see Directory 7**), or contact (800) FREDDIE and select option four for Servicing.

3. **Seller/Servicer Remittance Analysis:** Freddie Mac will make available to the Servicer the final Seller/Servicer Remittance Analysis through the Service Loans application at the end of the calendar month. The Seller/Servicer Remittance Analysis includes the Detail Adjustment Report (DAR) and summarizes the remittances Freddie Mac received from the Servicer during an accounting cycle via Freddie Mac's automated cash remittance system, wires and checks (except for REO-related checks), the amounts that were due, and any overages or shortages. Shortages will result in the assessment of an interest reimbursement compensatory fee that appears on the monthly Performing Loans Servicer Billing Statement.

   If the Servicer finds an error in the Seller/Servicer Remittance Analysis, the Servicer must:

   - Notify Freddie Mac in writing **(see Directory 7)**, and include the necessary documentation to substantiate the Servicer's claim
   - Provide Freddie Mac with any additional documentation to continue Freddie Mac's research, if necessary, within 30 days of Freddie Mac's request

   Included in the Seller/Servicer Remittance Analysis is the DAR. This report itemizes all adjustments posted to the Servicer's MAS for fees, adjustments to principal and interest and other billings for the Accounting Cycle Cutoff.

   While Servicers have 90 days to reconcile their records with Freddie Mac's, any discrepancies in charge-offs reflected on the DAR must be reported to Freddie Mac within 30 days of Freddie Mac's posting of the amount to the DAR, as provided in Section 8303.13.

The Loan Reconciliation Difference Report and the MAS are available through the Service Loans application at **http://www.freddiemac.com/singlefamily/service**. The Detail Adjustment Report is also available through the Freddie Mac Service Loans application.

8303.32: Reports to reconcile monthly activity (03/02/16)

Freddie Mac will provide preliminary and final versions of the reports listed in Section 8303.31 as follows:

(a) Preliminary

If the Servicer reports and resolve all data discrepancies prior to the close of Freddie Mac's monthly reporting cycle, the preliminary Loan Reconciliation Difference Report and Monthly Account Statement (MAS) will be available through the Freddie Mac Service

Loans application at **http://www.freddiemac.com/singlefamily/service**. A preliminary Seller/Servicer Remittance Analysis and Detail Adjustment Report (DAR) is also available through the Service Loans application on a daily basis.

The Servicer may use the preliminary reconciliation reports to begin reconciling its monthly Mortgage activity and Principal and Interest Custodial Account, or use them to make revisions to the Servicer's loan-level transactions.

(b) Final reports

After Freddie Mac closes its monthly accounting cycle, Freddie Mac will provide the Servicer the final MAS and the Loan Reconciliation Difference Reports through the Freddie Mac Service Loans application.

Freddie Mac will provide the final Seller/Servicer Remittance Analysis and DAR to the Servicer through the Service Loans application at the end of the calendar month.

The Servicer should use these reports to reconcile its investor reporting and the Servicer's Custodial Account activity for the month in accordance with Chapter 8304.

8303.33: Reconciling Seller/Servicer Remittance Analysis (03/02/16)

If the Servicer reports an error on the Seller/Servicer Remittance Analysis to Freddie Mac and Freddie Mac's research, pursuant to Section 8303.31, confirms that an error was made, Freddie Mac will:

1. Make a single balance adjustment to correct the error on the current Seller/Servicer Remittance Analysis. Freddie Mac will also include this adjustment on the "Adjustment to Balance Due Freddie Mac" line on the Servicer's most recent Monthly Account Statement.

2. Revise the current Seller/Servicer Remittance Analysis as necessary

3. Recalculate any cash remittance interest reimbursement compensatory fees, if necessary. Waiver of interest reimbursement compensatory fees is at Freddie Mac's discretion.

Freddie Mac may charge the Servicer a fee to research or reconstruct Freddie Mac's records according to the requirement in Section 8303.43. If the Servicer elects for Freddie Mac to research or reconstruct Freddie Mac's records, the Servicer must provide Freddie Mac with any requested documentation Freddie Mac deems necessary to resolve the error within 30 days of the request.

8303.34: Noncompliance with reporting and remitting requirements (03/02/16)

The Servicer's failure to comply with Freddie Mac's requirements for reporting and remitting constitutes a violation of the Purchase Documents and the contractual obligations of the Guide. In addition to any other remedies Freddie Mac may have at law or in equity, the Servicer is subject to the assessment of compensatory fees for any violations.

Freddie Mac will charge the Servicer a noncompliance compensatory fee for the Servicer's failure to comply with Freddie Mac's Servicing reporting requirements contained in Section 8106.1 or the accounting reporting time requirements contained in this chapter. Servicing reporting and accounting reporting noncompliance compensatory fees are each monitored and assessed separately.

Freddie Mac will charge the Servicer an interest reimbursement compensatory fee based upon the amount of the late remittance if the Servicer does not remit in accordance with Freddie Mac's requirements. The interest reimbursement compensatory fee is in addition to other remedies that may be available to Freddie Mac. The Seller/Servicer remittance analysis displays the interest reimbursement compensatory fee assessed for late remittances.

The Servicer will receive written notification of all compensatory and other fee assessments. Freddie Mac reserves the right to revise Freddie Mac's compensatory and other fee schedules and change Freddie Mac's methods of calculating compensatory and other fees at any time at Freddie Mac's sole discretion. The Servicer may direct any questions regarding the assessment of accounting reporting compensatory and other fees to Freddie Mac **(see Directory 7)**.

See Section 8303.35 for instructions on remitting compensatory fees.

The Servicer must submit a Form 1132, Authorization for Automatic Transfer of Funds Through the Automated Clearing House (ACH), to the address on the form.

8303.35: Remitting compensatory fees (03/02/16)

Freddie Mac will initiate an Automated Clearing House (ACH) draft to collect any compensatory fees billed on the Performing Loans monthly Servicing Billing Statement and the Non-Performing Loans Invoice. To authorize ACH drafting of compensatory fees, the Servicer must:

1. Submit a Form 1132, Authorization for Automatic Transfer of Funds Through the Automated Clearing House (ACH), to the address on the form no later than 15 Business Days before the last Business Day of the first month in which the Servicer is liable to pay Freddie Mac any compensatory fees, to set up or make certain changes to the draft account. This form will authorize Freddie Mac to initiate an ACH draft, and designates an account from which Freddie Mac will collect any compensatory and other fees for which Freddie Mac may bill

the Servicer on the Performing Loans monthly Servicer Billing Statement and the Non-Performing Loans Invoice, and

2. Designate an account other than one of Freddie Mac's Custodial Accounts from which Freddie Mac will draft the amount due

Servicers may establish one ACH account for the payment of invoices for both the Performing Loans monthly Servicer Billing Statement and the Servicer Non-Performing Loans Invoice, or establish two separate accounts. Servicers may submit billing inquires or billing-related requests to Servicer_Billing@freddiemac.com.

See Section 9102.1 concerning Non-Performing Loans remittances.

See Sections 7101.2, 8303.34, 8303.36 through 8303.43 and 9603.17 for information on these compensatory fees.

8303.36: Reporting noncompliance compensatory fees (03/02/16)

Freddie Mac assesses a compensatory fee when the Servicer fails to comply with Freddie Mac's Servicing reporting requirements for the reports listed in Section 8106.1 or with Freddie Mac's reporting requirements contained in this chapter and Section 9102.7.

If the Servicer commits more than one type of reporting offense within any consecutive 12-month period the Servicer may be subject to more than one reporting noncompliance fee.

The Servicer will be subject to the applicable compensatory fee in accordance with Sections 8303.37 and 8303.38 for its failure to:

1. Submit complete and accurate Servicing reports, including the submission of error-free loan-level data within the required time frame

2. Report mandated data elements, such as the Last Payment Received Date (LPRD) or other fields as listed in Exhibit 60, Loan-Level Reporting Data Description

3. Provide information requested by Freddie Mac that is outside of the regular monthly reporting requirements of this chapter, or its failure to provide such requested information in a usable form within the required time frame

Freddie Mac will notify the Servicer in writing of all instances of noncompliance.

8303.37: Reporting noncompliance compensatory fees – all loans (03/02/16)

Freddie Mac assesses a compensatory fee when a Servicer fails to report all required information for at least 80% of the loans it services for Freddie Mac by the fifth Business Day after the Accounting Cycle Cutoff. The compensatory fee is based on the number of noncompliance violations the Servicer commits in any consecutive 12-month period starting with the month in which the first violation occurred and as shown below.

IF the noncompliance violation within a consecutive 12-month period is the Servicer's...	THEN the reporting noncompliance compensatory fee is...	AND the Servicer...
First violation	Greater of $250 or $50 per loan, up to $5,000	
Second violation	Greater of $500 or $50 per loan, up to $10,000	May be required to attend a reporting training seminar at the Servicer's expense
Third violation or more	Greater of $1,000 or $50 per loan, up to $15,000	

In addition to the monetary compensatory fees, beginning with the second violation, Freddie Mac may require the Servicer to attend reporting training at the Servicer's expense. Freddie Mac reserves the right to invoke additional remedies, including suspension or disqualification as a Seller/Servicer or a full or partial termination of Servicing, in the event of continuing violations.

Freddie Mac will submit an Automated Clearing House (ACH) draft transaction for all compensatory fees owed on the last Business Day of the month in which the Servicer received the Performing Loans monthly Servicer Billing Statement. Refer to Section 8303.35 for information on establishing the ACH draft.

8303.38: EDR noncompliance compensatory fees (03/02/16)

Freddie Mac assesses a compensatory fee when a Servicer fails to report applicable delinquent Mortgage information through EDR, within the first three Business Days of a month in accordance with Section 9102.7. The compensatory fees are based on the number of

noncompliance violations the Servicer commits in any consecutive 12-month period starting with the month in which the first violation occurred and as shown below.

IF the noncompliance violation within a consecutive 12-month period is the Servicer's...	THEN the reporting noncompliance compensatory fee is...	AND the Servicer...
First violation	Greater of $250 or $50 per loan, up to $5,000	
Second violation	Greater of $500 or $50 per loan, up to $10,000	May be required to attend a reporting training seminar at the Servicer's expense
Third violation or more	Greater of $1,000 or $50 per loan, up to $15,000	

In addition to the monetary compensatory fees, beginning with the second violation, Freddie Mac may require the Servicer to attend reporting training at the Servicer's expense. Freddie Mac reserves the right to invoke additional remedies, including suspension or disqualification as a Seller/Servicer or a full or partial termination of Servicing, in the event of continuing violations.

Freddie Mac will bill the Servicer for such fees on the Servicer Non-Performing Loans Invoice. Refer to Section 9102.1 for information on the payment of Servicing Non-Performing Loans Invoices via an Automated Clearing House draft.

8303.39: Unreported transactions and loan simulation compensatory fee (03/02/16)

Freddie Mac assesses a compensatory fee of $100 per loan when a Servicer fails to clear outstanding edits or report loan-level activity by the end of month minus four Business Days (EOM -4).

This compensatory fee will not be assessed if the Reporting Noncompliance – All Loans compensatory fee has already been assessed for the same reporting violation.

8303.40: Aged data errors compensatory fee (03/02/16)

Freddie Mac may assess a $100 compensatory fee per loan, per occurrence, up to a maximum of $15,000 per month in which there are unresolved loan-level reporting errors that appear on the Loan Reconciliation Difference Report 90 days or more category.

Freddie Mac will submit an Automated Clearing House (ACH) draft transaction for all data error compensatory fees the Servicer owes Freddie Mac on the last Business Day of the month in which the Servicer received the Performing Loans monthly Servicer Billing Statement from Freddie Mac stating the amount of the compensatory fees. Refer to Section 8303.35 for information on establishing the ACH draft.

8303.41: Late reported payoff noncompliance compensatory fee (03/02/16)

Freddie Mac assesses this compensatory fee when the Servicer fails to report a paid off Mortgage by the fifth Business Day of the month following the month in which the Servicer receives the funds. This compensatory fee is equal to one month's interest based on the net yield for each loan that the Servicer reports late. Freddie Mac may assess this compensatory fee in addition to other fees contained in this chapter.

Freddie Mac may assess a late reported payoff compensatory fee if the Servicer fails to report the payoff of a matured Mortgage in accordance with Section 8301.19.

Freddie Mac will submit an Automated Clearing House (ACH) transaction for all late reported payoff noncompliance compensatory fees the Servicer owes Freddie Mac on the last Business Day of the month in which the Servicer received the Performing Loans monthly Servicer Billing Statement from Freddie Mac indicating the amount of the compensatory fee. Refer to Section 8303.35 for information on establishing the ACH draft.

8303.42: Cash remittance interest reimbursement compensatory fee (03/02/16)

Freddie Mac assesses this compensatory fee when the Servicer fails to comply with the required remittance procedures contained in this chapter. If the Servicer's remittance funds are not available to Freddie Mac by the *remittance due date*, Freddie Mac will assess an interest reimbursement compensatory fee.

Freddie Mac calculates this compensatory fee by multiplying the amount of the remittance shortage by the highest quoted prime rate printed on the 1st Business Day following the 15th of each month in the print edition of *The Wall Street Journal* in its regular column entitled "Money Rates" plus 3%. If the prime rate is not published, then Freddie Mac will determine the charge.

The amount of the late remittance and the number of days that the remittance is late, based on a 365-day year, determines the amount of the interest reimbursement compensatory fee due to Freddie Mac. For purposes of calculating the charge, Freddie Mac uses the rate described above for any late remittances occurring between the first day after the Accounting Cycle Cutoff, up to and including the following Accounting Cycle Cutoff.

The minimum monthly compensatory fee will be based on the number of noncompliance violations the Servicer commits in any consecutive 12-month period starting with the month in which the first violation occurred and as shown below:

IF the noncompliance violation within a consecutive 12-month period is the Servicer's...	THEN the cash remittance noncompliance compensatory fee will be...
First instance	No less than $250 in any given month
Second instance	No less than $500 in any given month
Third instance or more in 12 months	No less than $1,000 in any given month

Freddie Mac will submit an Automated Clearing House (ACH) draft transaction for all cash remittance interest reimbursement compensatory fees the Servicer owes Freddie Mac on the last Business Day of the month in which the Servicer receives the Performing Loans monthly Servicer Billing Statement stating the amount of the compensatory fee. Refer to Section 8303.35 for information on establishing the ACH draft.

Refer to Section 9603.17 for the compensatory fee assessed for late execution of a repurchase request for an REO.

8303.43: Contract noncompliance and contract change compensatory fees (03/02/16)

Freddie Mac may assess contract noncompliance compensatory fees based on the circumstances listed below.

Freddie Mac will submit an Automated Clearing House (ACH) draft transaction for all contract noncompliance and contract change compensatory fees the Servicer owes Freddie Mac on the last Business Day of the month in which the Servicer received the Performing Loans monthly Servicer Billing Statement and/or the Servicer Non-Performing Loans Invoice, as applicable,

from Freddie Mac stating the amount of the fee. Refer to Section 8303.35 for information on establishing the ACH draft.

Freddie Mac will assess a Servicing data correction compensatory fee of $500 per Mortgage when Freddie Mac must:

- Research and perform database corrections to Freddie Mac's records to correct loan level cash or data discrepancies due to erroneous reporting by the Servicer, including, but not limited to, corrections to data transmitted through EDR and loss mitigation reporting errors
- Process the database changes necessary to complete an approved waiver to the Purchase Documents

If Freddie Mac processes the same contract noncompliance change for 20 or more Mortgages in the Servicer's portfolio in the same Performing Loans monthly Servicing Billing Statement or the same Non-Performing Loans Invoice, as applicable, the compensatory fee assessed for that particular contract noncompliance occurrence will be limited to $10,000.

8303.44: Freddie Mac resources related to reporting and remittance (03/02/16)

The following are additional resources related to the topics in this chapter:

1. Investor Reporting EDI Implementation Guide
2. Exhibit 6, Matrix of Remittance Cycle Options
3. Exhibit 60, Loan-Level Reporting Data Description
4. Exhibit 61, Interest and Principal Due Freddie Mac
5. Exhibits 62, 63, and 64, Interest Calculation: Amortization Method
6. Exhibit 66, Determining Borrower's Scheduled Principal Payments
7. Exhibit 68, Cash Remittance System
8. Exhibit 82, Electronic Default Reporting Transmission Code List
9. Exhibit 88, Servicing Tools

The Servicer may also visit the Freddie Mac Learning Center at **www.freddiemac.com/learn/service** or call (800) FREDDIE (and select the option for Servicing) for further information.

Chapter 8304: Managing Custodial Accounts

8304.1: Managing Custodial Accounts (03/02/16)

A Custodial Account is a Demand Deposit Account or Interest-Bearing Deposit Account the Servicer must establish and maintain at an Eligible Depository for the safekeeping of funds associated with Freddie Mac-owned Mortgages. The Servicer must maintain Principal and Interest Payments and Escrow Funds in separate Custodial Accounts until the Servicer remits them to Freddie Mac or a third party. Only funds received in connection with the Servicing of Freddie Mac-owned Mortgages are to be deposited into the accounts.

Refer to Chapter 8302 for requirements on establishing Custodial Accounts and this chapter for requirements for administering and reconciling the cash in the Custodial Accounts.

All Freddie Mac accounts must be reconciled within 45 days of each Accounting Cycle Cutoff. The Servicer must identify and fund any shortages within 90 days of the Accounting Cycle Cutoff even if the variance has not been identified. However, Freddie Mac reserves the right to request that funding occur immediately.

Managing Custodial Accounts completes the cycle of the Servicer's investor accounting responsibilities. The Servicer must comply with Freddie Mac's administrative and reconciliation requirements for Custodial Accounts.

- Sections 8304.3 through 8304.12 address administering Custodial Accounts, including Freddie Mac's requirements for recordkeeping, investing funds, monitoring depository eligibility and conditions for changing or transferring Custodial accounts

- Sections 8304.13 through 8304.22 address reconciling Custodial Accounts, including Freddie Mac's requirements for identifying and correcting differences between the Servicer's records and Freddie Mac's

8304.2: Freddie Mac's rights (03/02/16)

Freddie Mac reserves the right to:

1. Request that the Servicer submit copies of Custodial Accounts and/or related Time Deposit records, such as bank account statements, detailed trial balances and completed reconciliations, variance logs, and supporting documentation for such records

2. Assess compensatory fees and/or seek repayment of losses sustained due to errors, omission or delays by the Servicer in complying with the requirements of this chapter

8304.3: Servicer responsibilities related to Custodial Accounts (03/02/16)

Servicers are responsible for properly reconciling and maintaining the Custodial Account(s), and for maintaining accurate records and supporting documentation. Servicers are required to establish and reconcile Custodial Account(s) for each Seller/Servicer number. Servicers may not consolidate multiple Seller/Servicer numbers into a single reconciliation.

The Servicer must, at all times, maintain records for each Custodial Account in which Freddie Mac has an interest that accurately reflect the following information:

1. Designating the accounts in accordance with the requirements of Section 8302.6
2. Account numbers
3. The amounts of Principal and Interest Payments and Escrow Funds deposited for each Mortgage
4. The dates on which funds were deposited
5. Supporting documentation of all deposits to and withdrawals from a Custodial Account
6. Freddie Mac's vested and ascertainable interest in funds deposited into each Custodial Account

8304.4: Investing Custodial Account funds (03/02/16)

The Servicer may invest funds deposited into any of Freddie Mac's Custodial Accounts as a Time Deposit or in federal funds. The Servicer may retain any interest earned on funds invested. Such investments must:

1. Contain only Freddie Mac's funds from one type of Custodial Account. The Servicer may not commingle funds from more than one type of Custodial Account or funds from any other source.
2. Be held at an Eligible Depository for that type of Custodial Account in accordance with the requirements of Sections 8302.4 through 8302.7
3. Mature within seven days of the date of the deposit
4. Mature prior to any date on which the Servicer must use the funds for remitting to Freddie Mac, disbursing the payment of an Escrow item, or applying buydown funds to a payment not to exceed seven days from the date of the deposit

Prior to remitting or disbursing funds from the Custodial Account, the Servicer must redeposit invested Custodial Account funds to their original Custodial Account so that they are available for remitting to Freddie Mac, disbursing Escrow payments or applying buydown funds to the Borrower's payment.

8304.5: Maintaining the Principal and Interest Custodial Account balance (03/02/16)

The Servicer must:

- Maintain Freddie Mac funds separately from the Servicer's general ledger account; a general ledger account is not a substitute for a Demand Deposit account
- Deposit all Freddie Mac funds into a Demand or Interest-Bearing Deposit Account in accordance with Section 8302.3
- Ensure that funds are available for remittances due to Freddie Mac. If the funds available in a Principal and Interest Custodial Account are less than the remittance due to Freddie Mac on the remittance date, the Servicer must advance its funds so that the remittance due to Freddie Mac is made in full before initiating the remittance.
- Maintain a positive daily balance in the Principal and Interest Custodial Account(s) at all times
- Perform a consolidated reconciliation if the Servicer has more than one Principal and Interest Custodial Account under a specific Seller/Servicer number

The Servicer may recover any funds it advanced for the remittance of delinquent net yield interest or for remittances under the super accelerated remittance cycle (super ARC) from subsequent collections of Principal and Interest Payments.

8304.6: Maintaining the Escrow Custodial Account balance (03/02/16)

The Servicer must:

1. Establish and maintain at least one Escrow Custodial Account for each Seller/Servicer number, even if the Servicer does not collect Escrow Funds for Mortgages serviced under that number
2. Maintain the Escrow Funds separately from the Servicer's general ledger account; a general ledger account is not a substitute for a Demand Deposit Account

3. Deposit all Freddie Mac funds into a Demand Deposit or Interest-Bearing Deposit Account in accordance with Section 8302.3

4. Ensure that each Borrower's vested interest is ascertainable at all times

5. Ensure that funds are available for remittances before disbursing funds to third parties

6. Maintain a positive daily balance in the Escrow Custodial Account(s) at all times

7. Perform a consolidated reconciliation if the Servicer has more than one Escrow Custodial Account under a specific Seller/Servicer number

8. Deposit an advance from the Servicer's funds to the Escrow Custodial Account for any shortages on the same day the shortage occurs and before making any disbursements. The Servicer must not use the overages of one Borrower account to fund the negative Escrow or shortage of other Borrower accounts.

The Servicer may recover any Escrow advance from subsequent payments to the Escrow Custodial Account of the specific Mortgage for which the Servicer made the advance.

8304.7: Maintaining the Buydown Custodial Account (03/02/16)

Servicers may deposit buydown funds into the Escrow Custodial Account, or the Servicer may, at its option, open a separate Custodial Account for buydown funds. If the Servicer establishes a separate buydown Custodial Account, the Servicer must comply with the requirements regarding Custodial Accounts generally, and the maintenance and reconciliation of Escrow Custodial Accounts set forth in the Guide for such buydown Custodial Account.

8304.8: Monitoring depository eligibility (03/02/16)

The Servicer must maintain all Custodial Accounts and/or related Time Deposits in an Eligible Depository at all times. The Servicer must continually monitor its depository's eligibility status to ensure it meets the requirements of Sections 8302.4 and 8302.5. The Servicer's obligation to transfer funds to an Eligible Depository is not dependent upon notification from Freddie Mac.

The Servicer may determine a depository's eligibility by subscribing at its own expense to any of the rating services referenced in Section 8302.5, or by contacting Freddie Mac at (800) FREDDIE and select option four for Servicing. In addition, the Servicer may determine a depository's ineligibility based on actual knowledge.

If the Servicer determines that a depository is no longer eligible, it must:

1. Open new Custodial Accounts and/or related Time Deposits within 30 days from the release date of the ratings that make the depository ineligible

2. Meet the requirements listed in Sections 8304.11 and 8304.12 for changing or transferring accounts

8304.9: Freddie Mac's right to remove accounts from specified depositories (03/02/16)

Freddie Mac reserves the right to determine, at Freddie Mac's sole discretion, that the Servicer may no longer deposit or hold Principal and Interest Payments and Escrow Funds in a particular depository. Freddie Mac's exercise of its rights under this section means that it may expressly prohibit a Servicer from maintaining Custodial Accounts and/or related Time Deposits with a particular Depository.

If Freddie Mac determines that a depository no longer meets Freddie Mac's requirements, Freddie Mac will give the Servicer written notice to remove the Custodial Accounts and/or related Time Deposits. The Servicer must comply with all requirements of the notice and take the following actions:

1. Close the Custodial Accounts and/or related Time Deposits within the time frame as specified in the notice

2. Open new Custodial Accounts in accordance with the requirements of Section 8304.11 in an Eligible Depository other than the depository specified in the notice

If the Servicer chooses to invest the Custodial Account funds in a Time Deposit at the new Eligible Depository, it must adhere to the requirements for Time Deposits in Section 8304.11(a).

8304.10: The Servicer's right to change or transfer accounts (03/02/16)

The Servicer may choose to change Custodial Accounts and/or related Time Deposits, or transfer them to another Eligible Depository. If the Servicer chooses to do so, it must adhere to the requirements of Section 8304.11.

8304.11: Requirements for changing or transferring accounts (03/02/16)

Changes to or transfers of Custodial Accounts and/or related Time Deposits may result from any of the following circumstances:

1. The ineligibility of a depository according to the requirements of Section 8304.8

2. A written notice from Freddie Mac to remove the account according to the requirements of Section 8304.9

3. The Servicer's choice to change or transfer the account according to the requirements of Section 8304.10

4. A change to the depository's name, account number or bank routing number

(a) Custodial Account and/or related Time Deposit

The Servicer must meet the requirements of Sections 8302.3 through 8302.7 to change or transfer any Custodial Account.

The Servicer must meet the requirements of Sections 8302.4 through 8302.7 and Section 8304.4 to change or transfer any Time Deposit related to a Custodial Account.

(b) Remittance drafting account

In addition to meeting the requirements above, if there is any change or transfer that affects the Custodial Account the Servicer chose as a remittance drafting account, the Servicer must also:

1. Contact Freddie Mac **(see Directory 1)**

2. Submit the documentation required by Section 8302.7(c) at least 15 Business Days before the Servicer plans to use the new account or modified bank routing instruction

3. Continue to use the existing account or bank routing instructions until Freddie Mac gives the Servicer written authorization to use the new account or modified bank routing instructions

4. Transfer funds from the former Custodial Account to the new Custodial Account when the Servicer receives Freddie Mac's written notice that Freddie Mac has processed the new remittance instructions

If Freddie Mac drafts and funds are not available because the Servicer changed its drafting account without receiving Freddie Mac's written authorization, the Servicer will be subject to an interest reimbursement compensatory fee as set forth in Section 8303.41.

8304.12: Liability for Custodial Account transfer costs (03/02/16)

Freddie Mac will not be liable to the Servicer for any costs, fees, penalties, loss of interest income or any other expenses directly or indirectly resulting from the transfer of any Custodial Account and/or related Time Deposit from one depository to another. Refer to Sections 8304.8 through 8304.10. This applies whether Freddie Mac requires the Servicer, or the Servicer chooses, to transfer the Custodial Account and/or related Time Deposit.

8304.13: Reconciling Custodial Accounts (03/02/16)

The Servicer must reconcile all Custodial Accounts within 45 days of the Accounting Cycle Cutoff each month. The purpose of the Custodial Account reconciliation is to enable the Servicer to:

- Identify, at the loan level, variances between the Servicer's receipts, cash disbursements and liabilities due to third parties and Freddie Mac's records
- Identify and correct the root cause of the items causing the variance
- Notify Freddie Mac of errors in Freddie Mac's records
- Fund shortage variances no later than 90 days from the Accounting Cycle Cutoff even if the Servicer has not identified the root cause. However, Freddie Mac reserves the right to request that funding occur immediately.

8304.14: Reconciling the Principal and Interest Custodial Account (03/02/16)

The Servicer must not consolidate multiple Seller/Servicer numbers into a single reconciliation. In reconciling the Principal and Interest Custodial Account, the Servicer must:

1. Reconcile the Principal and Interest Custodial Account within 45 days from the Accounting Cycle Cutoff
2. Establish a separate Custodial Account and reconciliation for each Seller/Servicer number
3. Use the ending balance of the Monthly Account Statement that corresponds to the Accounting Cycle Cutoff

4. Consolidate all Principal and Interest Custodial Accounts for a specific Seller/Servicer number into a single reconciliation, if the Servicer has multiple Principal and Interest Custodial Accounts for a specific Seller/Servicer number

5. Properly document and account for any prepaid and delinquent interest in order to accurately determine the Custodial Account adjusted liability

6. Identify, at the loan level, variances between the Servicer's receipts, cash disbursements and liabilities due to third parties and Freddie Mac's records

7. Fund shortage variances within 90 days from the Accounting Cycle Cutoff, even if the Servicer has not identified the root cause of the issue. However, Freddie Mac reserves the right to request that funding occur immediately.

8. Use the Form 59, Principal and Interest Custodial Account Reconciliation - Monthly Account Statement (MAS), to reconcile the account and identify variances. The Servicer may use either the online version of Form 59 or a copy that is an exact replica of the form, to complete the reconciliation. The Servicer must document every line item on Form 59 of the custodial account reconciliation as follows:

   - Bank statements with a running daily balance that cover the accounting cycle
   - Bank statements that show deposits in transit, outstanding debits, and funding of shortage variances
   - The final version of the MAS
   - Delinquent and prepaid interest trial balances
   - Supporting documentation for other billings
   - Cumulative variance logs
   - Any additional documentation requested by Freddie Mac

If the Servicer disagrees with the ending balance or any adjustments listed on the Detail Adjustment Report (DAR), with the exception of short sale charge-offs applied to the MAS (see Section 9208.8), the Servicer must notify Freddie Mac **(see Directory 7)** within 90 days of the Accounting Cycle Cutoff date represented by the MAS. Freddie Mac reserves the right to deny the Servicer's request for a refund or interest on a refund if the Servicer does not notify Freddie Mac within the required time frame.

Refer to Section 8304.15 for information on Freddie Mac's review of this reconciliation.

8304.15: Freddie Mac's Principal and Interest Custodial Account Review (03/02/16)

Freddie Mac conducts periodic examinations of the Principal and Interest Custodial Account Reconciliation. At any time Freddie Mac may request, and the Servicer must provide, Freddie Mac with a complete reconciliation no later than the requested due date. The reconciliation package must include:

- A completed Form 59, Principal and Interest Custodial Account Reconciliation Worksheet — Monthly Account Statement, along with supporting documentation for every line item on Form 59
- Bank statements, including any that show evidence of deposits of shortage variances
- Trial balance of delinquent and prepaid interest
- Variance logs and any supplemental information to explain the nature and age of the variance displaying the Freddie Mac loan number
- Any additional documentation requested by the Freddie Mac examiner

8304.16: Reconciling deposits to the Principal and Interest Custodial Account (03/02/16)

In reconciling a Principal and Interest Custodial Account, the Servicer must, as of the Accounting Cycle Cutoff, account for all payments received as well as advances and other billings due to Freddie Mac. Section 8302.10 specifies the time frames the Servicer must meet for the deposit of the funds listed below. The required deposits to the Principal and Interest Custodial Account by source are as follows:

(a) Freddie Mac's share of payments received:

1. Principal and interest collected on all Freddie Mac Mortgages, whether received from, or on behalf of, the Borrower or applied from a buydown account
2. Principal curtailments
3. Payoffs, including short sales and third-party foreclosure sale proceeds
4. Prepayment penalties, if applicable

If the Servicer chooses, it may also deposit and later withdraw the Servicing fees that it earns or the participant's share of any of the payments received. If the Servicer does not withdraw these funds by the Accounting Cycle Cutoff, it must account for them in its reconciliation.

(b) Advances and other billings due from the Servicer:

1. Advances for remittance shortages
2. Interest due for newly funded Mortgages
3. Repurchase proceeds

8304.17: Reconciling withdrawals from the Principal and Interest Custodial Account (03/02/16)

In reconciling the Principal and Interest Custodial Account, the Servicer must, as of the accounting cutoff, account for all withdrawals from the account, including the following:

1. Remittances to Freddie Mac
2. Earned Service fees and amounts in excess of the Minimum Gross Yield originally deposited with a full Principal and Interest Payment
3. Participant's share of Principal and Interest Payments
4. Recovery of advances for delinquent Mortgages
5. Deposit errors and other reconciling items
6. Transfers to a Principal and Interest Disbursement Clearing Custodial Account. Refer to Section 8304.22 for reconciliation requirements regarding this optional Custodial Account.

8304.18: Reconciling the Escrow Custodial Account (03/02/16)

The Servicer must not consolidate multiple Seller/Servicer numbers into a single reconciliation. In reconciling the Escrow Custodial Account, the Servicer must:

1. Reconcile the Escrow Custodial Account within 45 days from the Accounting Cycle Cutoff
2. Establish a separate bank account and reconciliation for each Seller/Servicer number
3. Complete a consolidated reconciliation if the Servicer has more than one Escrow Custodial Account under a specific Seller/Servicer number, and a consolidated reconciliation for its Escrow liabilities

4. Use the positive Escrow balance that corresponds to the Accounting Cycle Cutoff

5. Properly document and account for all Escrow balances in order to accurately determine the Escrow Custodial Account adjusted liability

6. Identify, at the loan level, variances between the Servicer's receipts, cash disbursements and liabilities due to third parties and Freddie Mac's records

7. Fund shortage variances within 90 days from the Accounting Cycle Cutoff

8. Include any buydown balances in the Servicer's Escrow Custodial Account reconciliation, if any buydown funds are deposited into the Escrow Custodial Account. The Servicer may complete a separate reconciliation for buydown subsidies if the Servicer chooses to set up an optional buydown Custodial Account. Refer to Section 8304.22 for requirements for reconciling a separate buydown Custodial Account.

9. Reconcile to the positive Escrow balance as of the Accounting Cycle Cutoff using Form 59E, Escrow Custodial Account Reconciliation Worksheet. The Servicer may use either the online version of Form 59E or a copy that is an exact replica of the form, to complete the reconciliation. The Servicer must document every line item on Form 59E of the Escrow Custodial Account reconciliation as follows:

   - Bank statement(s) with a running daily balance that cover the accounting cycle
   - Bank statements that show deposits in transit, outstanding debits, and funding of shortage variances
   - Loan level trial balance displaying the Escrow balances
   - If the Servicer's trial balance nets the escrow liability, and add the negative escrow balance
   - Cumulative variance logs that display the Freddie Mac loan number

Refer to Section 8304.19 for information on Freddie Mac's review of this reconciliation.

8304.19: Freddie Mac's Escrow Custodial Account Review (03/02/16)

Freddie Mac conducts periodic examinations of the Escrow Custodial Account Reconciliation. At any time, Freddie Mac may request, and the Servicer must provide Freddie Mac with, a complete reconciliation no later than the requested due date. The reconciliation package must include:

- A completed Form 59E, Escrow Custodial Account Reconciliation Worksheet, along with supporting documentation for every line item on Form 59E
- Bank statements, including any that show evidence of deposits of shortage variances
- Trial balance displaying all Escrow liabilities
- Variance logs and any supplemental information to explain the nature and age of the variance displaying the Freddie Mac loan number
- Any additional documentation requested by the Freddie Mac examiner

If the Servicer's trial balance reflects a net Escrow balance, the Servicer must add the negative Escrow to determine the liability.

The Servicer may use either the online version of Form 59E, or a copy that is an exact replication of the form, to complete the reconciliation. Upon Freddie Mac's request, the Servicer must be able to provide Freddie Mac with a paper copy of the completed Form 59E, together with any supporting documentation, for up to one year from the date of the related reconciliation worksheet. All documentation must be received by Freddie Mac no later than the requested due date. Refer to the instructions section of Form 59E for information on supporting documentation.

8304.20: Reconciling deposits to the Escrow Custodial Account (03/02/16)

In reconciling the Escrow Custodial Account, the Servicer must, as of the Accounting Cycle Cutoff, account for all Escrow Funds received, as well as advances or interest paid on Escrow. The Servicer is required to maintain an active Escrow Custodial Account even if no Escrow amounts are collected from the Borrower(s). The Escrow Custodial Account may also be used to deposit partial payments, suspense amounts where the Borrower has not established clear intent for the payment, and insurance payment proceeds. Section 8302.10 specifies the time frames the Servicer must meet for the deposit of funds to Custodial Accounts.

The following details the deposits to include in the reconciliation:

(a) Payments received:

1. Escrow Funds paid by the Borrower or deposited on the Borrower's behalf, such as insurance loss claim proceeds
2. Payments held in unapplied or suspense pending proper distribution such as, partial payments and biweekly payments from plans that allow for biweekly collection of payments on monthly amortizing Mortgages

3. Buydown funds, if applicable. Refer to Section 8304.22 for reconciliation requirements regarding an optional buydown Custodial Account

(b) Funds due from the Servicer:

1. Advances as specified in Section 8304.6

2. Interest on Escrow, if paid and deposited to the Borrower's Escrow account

8304.21: Reconciling withdrawals from the Escrow Custodial Account (03/02/16)

In reconciling the Escrow Custodial Account, the Servicer must, as of the accounting cutoff, account for all withdrawals made from the account. The following lists the withdrawals to include in the reconciliation:

1. Disbursements of Escrow Funds, including insurance proceeds resulting from a loss claim

2. Partial payments applied, including biweekly payment plan funds on monthly amortizing Mortgages

3. Buydown funds applied to the Borrower's Mortgage

4. Recovery of the Servicer's advances when the Servicer receives a subsequent Escrow payment for the Mortgage for which the Servicer made the advance

5. Refunds of surplus Escrow Funds resulting from an Escrow analysis or Mortgage payoff

6. Deposit errors and other reconciling items

8304.22: Reconciling an optional Custodial Account (03/02/16)

If a Servicer chooses to open an optional Custodial Account, as referenced in Sections 8302.1 and 8302.2, as of the Accounting Cycle Cutoff, the Servicer must complete the following consolidated reconciliations:

(a) Principal and Interest Disbursement Clearing Custodial Account

The balance of this type of Custodial Account must equal zero or the amount of a remittance due to Freddie Mac. The Servicer must only make deposits to this type of Custodial Account immediately prior to a remittance date. The Servicer must consolidate the Principal and Interest Disbursement Clearing Custodial Account reconciliation with the Servicer's

Principal and Interest Custodial Account reconciliation. Refer to Sections 8304.13 through 8304.17 for requirements on reconciling the Principal and Interest Custodial Account.

(b) Buydown Custodial Account

The balance of this type of Custodial Account must equal the total of buydown funds deposited at the time Freddie Mac purchased a Mortgage, minus the monthly buydown amount times the number of payments applied since Freddie Mac's purchase. The balance in this Custodial Account may represent the buydown balance of more than one Mortgage. Refer to Section 8304.13 for requirements on reconciling this account.

Chapter 8401: Changes to the Mortgaged Premises

8401.1: Partial releases and easements (03/02/16)

(a) Processing requests for partial releases and granting of easements

A Servicer may receive a request to release part of the Mortgaged Premises or a request to approve the granting of an easement on a portion of the Mortgaged Premises. A partial release may be initiated at the Borrower's request or as a result of some other action such as a condemnation or a taking of the property by eminent domain. Except as noted below, the Servicer must obtain an appraisal report with an interior and exterior inspection that meets the requirements of Chapter 5601 when considering such requests in order to determine the value of the Mortgaged Premises immediately before the release and the estimated value after the release.

The Servicer, under its delegated authority, may approve a request to release a portion of the Mortgaged Premises or to grant an easement provided the following conditions are met:

1. The Borrower's monthly Mortgage payment is current at the time of the request, and there is no change in the expectation that the Borrower can continue to make the monthly payment

2. The Servicer has received written approval of the FHA, VA, RHS or MI and all superior lien-holders, if applicable

3. At least 12 months have passed since the Origination Date

4. Either of the situations and the corresponding actions in the chart below are met:

Situation	Action
If ■ The current loan-to-value (LTV) ratio of the Mortgage based on the value obtained at origination (as described in Section 4203.1) is less than 60%, and ■ The consideration the Borrower receives for the release or easement is not greater than 5% of the original value (this would include situations in which the Borrower receives no consideration), and ■ The transaction is arm's-length	Then ■ An appraisal is not required ■ The Borrower is not required to apply the consideration received for the release or easement to reduce the UPB of the Mortgage
If ■ The current LTV ratio of the Mortgage based on original value is equal to or greater than 60%, or ■ The consideration the Borrower receives for the release or easement is greater than 5% of the original value or no consideration is received	Then ■ The Servicer must order a new appraisal with interior and exterior inspection that provides current and estimated after release values, and ■ The UPB of the Mortgage must be reduced in an amount sufficient to maintain the same LTV ratio, as determined by the appraisal immediately before the release or easement is granted. However, if based on the estimated value after the release the LTV ratio is less than 60%, the Borrower is not required to reduce the UPB of the Mortgage.

Notwithstanding the above, the Servicer may require that any consideration received by the Borrower for the released land or easement be applied to the UPB of the Mortgage, if the Servicer determines that the intended use of the released land or easement would adversely affect the value or use of the remaining Mortgaged Premises. Upon release, the Servicer must ensure that all applicable tax authorities are notified for adjustment of applicable assessments. The Servicer is responsible for ensuring that the title of the Mortgaged Premises after the release remains a valid First Lien as required in Section 4201.2 and the title insurance meets the requirements of Chapter 4702 after the release or easement has been granted.

If any of the above conditions are not met, the Servicer must submit the request to Freddie Mac **(see Directory 5)**, together with the following documentation:

- A copy of the written request from the Borrower or governmental agency requesting the release or easement
- A copy of a current appraisal with an interior and exterior inspection that is ordered by the Servicer shows:
  1. The value of the Mortgaged Premises immediately before the release, and
  2. An estimated value of the remaining Mortgaged Premises after the release
- Verification that the Borrower is current on his/her monthly Mortgage payments
- A copy of the FHA, VA, RHS or MI approval, if applicable
- A copy of the new plat or survey showing the proposed release or easement
- A copy of the recorded Security Instrument including the legal description
- Any other documentation related to the request

(b) Additional requirements for easements

In addition to the requirements noted in Section 8401.1(a), the Servicer must ensure that any special requirements for the granting of an easement as specified in the Security Instrument are met.

8401.2: Prohibition of conversion of the Mortgaged Premises (03/02/16)

The Mortgaged Premises may not be converted from a 1- to 4-unit property to a condominium or cooperative, and any such conversion shall be treated as a transfer of the Mortgaged Premises under Section 8406.1. In addition, no individual units of a 2- to 4-unit property may be separately released from the Mortgaged Premises.

8401.3: Condemnation and eminent domain (03/02/16)

In addition to the requirements noted in Section 8401.1, the following conditions must be met in the case of a condemnation or a taking of the property by eminent domain:

1. The Servicer must ensure that any special requirements for a condemnation or the taking of a property by eminent domain as specified in the Security Instrument are met

2. The Servicer must submit the documentation specified in Section 8401.1 and any other applicable documentation, to Freddie Mac **(see Directory 5)** if:

   - The Mortgaged Premises will be taken in whole and the consideration to be paid to the Borrower will be insufficient to satisfy the UPB of the Mortgage or

   - The Mortgaged Premises will be taken in part and:

     - The value of the property being taken is greater than the consideration being paid to the Borrower and

     - The loan-to-value ratio does not meet the conditions specified in Section 8401.1 for release without any consideration

   Freddie Mac will review the request and provide the Servicer with instructions on how to proceed.

8401.4: Modification, waiver or release of terms (03/02/16)

The Servicer must not modify, waive, or release any term of any Note or Security Instrument, accept any prepayment, or consent to any postponement of performance by any Borrower of any obligation under a Note or Security Instrument, except as authorized by the Purchase Documents.

For leasehold Mortgages, the Servicer must not approve or consent to (i) any partition, subdivision or modification of the ground lease community and the leasehold estate; (ii) any surrender, abandonment or termination of the leasehold estate or the ground lease community; (iii) the termination or cancellation of the lease and any amendments to the lease that affect the rights of the leasehold mortgagee, without the written approval of Freddie Mac.

Chapter 8402: Property Seizure

8402.1: Property seizure (03/02/16)

Under various federal, State and local laws, a law enforcement agency may, in some circumstances, seize and cause the forfeiture of real property that is obtained with the proceeds of activities, or which is used to facilitate activities, committed in violation of federal, State or local laws. Such laws include those relating to controlled substances, gambling and prostitution. Actions that result in the loss of possession of real property by a legal action or process are called property seizures. These different laws commonly provide some avenue of relief from forfeiture for a mortgagee that can prove it is an "innocent owner" (or "innocent lienholder").

An important course of action in protecting the mortgagee's innocent owner status is prompt and cooperative communication with law enforcement agencies.

(a) The Servicer's designee for contacts with law enforcement agencies

To properly handle the sensitive area of mortgagee-law enforcement agency cooperation, and maximize mutual benefits from such cooperation, the Servicer must limit contacts with, or from, law enforcement agencies to a designated management-level employee that the Servicer selects. The Servicer must alert its employees to direct all information regarding a property seizure to the appropriate designee, including, but not limited to, the following:

1. Unsolicited information
2. Government notices
3. Government or other third-party inquiries
4. Telephone calls or written correspondence

(b) Documentation

The management level employee selected as the Servicer's designee to handle a property seizure must:

1. Maintain complete, detailed and accurate records of:
   - All information received, relayed or reported, including (where applicable) the names of all contacting and contacted parties
   - All actions taken by the Servicer
   - The dates of all contacts and actions

2. Confirm in writing communications with Freddie Mac and appropriate law enforcement agencies

3. Deliver the original Mortgage file to Freddie Mac **(see Directory 5)** when and if Freddie Mac requests the Servicer to do so

(c) Restriction on foreclosure action

The Servicer must contact Freddie Mac to request approval to initiate foreclosure **(see Directory 5)**.

(d) Applicability of requirements

The requirements in Sections 8402.1 through 8402.6 address forfeitures arising from violations of federal, State or local laws specified in Section 8402.1(a). However, all of these requirements also extend to government seizure and forfeiture of the property for the Borrower's violation of any other laws.

Refer to Section 9401.2 for Freddie Mac rights when the requirements of this section and sections 8402.2 through 8402.6 regarding government seizure and forfeiture of the property are not met.

8402.2: Unsolicited disclosure of pre-seizure information (03/02/16)

The Servicer must relay the following information to the asset forfeiture team in the Drug Enforcement Administration (DEA) office nearest to the location of the property:

1. Unsolicited information that the Servicer receives from any party (other than a law enforcement official) regarding a possible connection between alleged or suspected drug transactions and the Mortgage or the property. The Servicer must relay the information without verifying or passing judgment on its source or veracity.

2. Visual observations of suspected drug transactions by any party on the property as reported by a Servicer's employee or a contractor while on a routine inspection of the property

The Servicer must cooperate with all law enforcement agencies to the extent that applicable law allows. If the DEA or another law enforcement agency requests information about the Borrower, Mortgage or property, or requests that the Servicer take certain actions, whether or not in response to a voluntary disclosure of information, the Servicer must determine if:

1. The request complies with the provisions of applicable law including, but not limited to, the Right to Financial Privacy Act (RFPA)

2. The Servicer's compliance with the request is allowed under applicable law

3. The Servicer's compliance with the request would expose the Servicer or the Servicer's staff to potential harm and/or liability

(a) Reporting requirements

Within three Business Days of receiving the DEA's or other law enforcement agency's request, the Servicer must report the information in writing to the DEA or other law enforcement agency. The Servicer must send a copy of that report to Freddie Mac **(see Directory 5)** within three Business Days of reporting the information to the DEA or other law enforcement agency.

When submitting information to the DEA, the Servicer must:

1. Advise the DEA that the Servicer is Servicing the Mortgage for Freddie Mac

2. Disclose to the DEA the name, telephone number and mailing address of the Servicer's contact at Freddie Mac

3. Forward the information to any other applicable federal or local law enforcement agency as the DEA may request

All reporting to the DEA and/or to Freddie Mac must be in writing unless an emergency warrants reporting by telephone, in which case the Servicer must confirm such report in writing to Freddie Mac in accordance with Section 8402.1(b). The Servicer must also report all developments after the initial contact to Freddie Mac **(see Directory 5)** within three Business Days of any such development.

(b) Property inspection

The Servicer must order a property inspection within three Business Days of receiving unsolicited information regarding a possible connection or observation of alleged or suspected drug transactions in connection with the property. Freddie Mac will permit a curbside inspection as specified in Section 9202.12. The Servicer must submit a copy of the inspection report along with the Freddie Mac loan number and the name and phone number of the Servicer's point of contact to Freddie Mac **(see Directory 5)** within three Business Days of the Servicer's receipt of the report.

8402.3: Requested disclosure of pre-seizure information (03/02/16)

The Servicer must cooperate with all law enforcement agencies to the extent that applicable law allows. If the Drug Enforcement Administration (DEA) or another law enforcement agency requests information about the Borrower, the Mortgage or the property, or requests that the Servicer take certain actions (whether or not in response to a voluntary unsolicited disclosure of information by the Servicer as provided in Section 8402.1), the Servicer must determine if:

1. The request complies with the provisions of applicable law including, but not limited to, the Right to Financial Privacy Act (RFPA)

2. The Servicer's compliance with the request is allowed under applicable law

3. The Servicer's compliance with the request would expose the Servicer or the Servicer's staff to potential harm and/or liability

(a) Reporting requirements

Within three Business Days of receiving the DEA's or other law enforcement agency's request, the Servicer must report the request to Freddie Mac **(see Directory 5)** reporting the request with a copy of the Servicer's response to the agency and any other information the Servicer submitted. The Servicer must also report to Freddie Mac **(see Directory 5)** all developments after the initial contact, within five Business Days of any such development.

When submitting information to the DEA or another law enforcement agency, the Servicer must:

1. Advise the agency that the Servicer is Servicing the Mortgage for Freddie Mac

2. Disclose to the agency the name, telephone number and mailing address of the Servicer's contact at Freddie Mac

3. Forward the information to any other applicable federal or local law enforcement agency as may be requested by the law enforcement agency making the request

All reporting to the DEA and/or to Freddie Mac must be in writing unless an emergency warrants reporting by telephone, in which case the Servicer must confirm such report in writing to Freddie Mac in accordance with Section 8402.1. The Servicer must also report all developments after the initial contact to Freddie Mac **(see Directory 5)** within three Business Days of any such development.

(b) Property inspection

The Servicer must order a property inspection within three Business Days of receiving a request from a law enforcement agency. Freddie Mac will permit a curbside inspection as specified in Section 9202.12. The Servicer must submit a copy of the inspection report along with the Freddie Mac loan number and the name and phone number of the Servicer's point of contact to Freddie Mac **(see Directory 5)** within three Business Days of the Servicer's receipt of the report.

8402.4: Government notice of property seizure to the Servicer (03/02/16)

When the Servicer receives notice that a law enforcement agency has seized and/or intends to initiate forfeiture proceedings against the property, the Servicer must comply with the procedures detailed below.

(a) Reporting to Freddie Mac

Within two Business Days of receiving the notice of seizure and/or intent to initiate foreclosure proceedings, the Servicer must forward such notice to Freddie Mac **(see Directory 5)**. With the notice, the Servicer must submit all of the following:

1. The following information related to the Mortgage:
   - Freddie Mac loan number
   - Mortgage status (current, delinquent or in foreclosure)
   - UPB, interest and per diem interest amount
   - Any other outstanding amounts
   - Any other information regarding the Borrower or the property that the Servicer deems relevant to the law enforcement agency's action
2. A copy of the Note and any modifying instrument
3. A copy of the Security Instrument with applicable recording information
4. A copy of all assignments of the Security Instrument with applicable recording information relating to the property
5. Such other documents and information as Freddie Mac may request

Upon receiving the required documents from the Servicer, Freddie Mac will forward such documents to Freddie Mac's Legal Division, which will assume responsibility for representing Freddie Mac and the Servicer, where applicable, in the forfeiture proceedings. Where warranted, the Servicer will receive appropriate instructions from Freddie Mac.

If the Mortgage is delinquent, the Servicer must report to Freddie Mac via an EDR transmission within the first three Business Days of the month following the month that the law enforcement agency seized the property unless the Mortgage was current. If the Mortgage is current and a law enforcement agency seized the property, the Servicer may, but is not required to report the event in the EDR transmission. Use default action code 24 (Government seizure), and provide the date that the seizure occurred. For additional information on EDR requirements, refer to Section 9102.7.

(b) Reporting to FHA, RHS, VA or MI

The Servicer must report the seizure and Freddie Mac's role in seeking relief from forfeiture to the FHA, RHS, VA or MI, as applicable, and relay any response to Freddie Mac **(see Directory 5)** within three Business Days of receiving the response. The Servicer must include a copy of any instructions issued by the FHA, RHS, VA or MI as a result of the Servicer's report and, unless otherwise instructed by Freddie Mac, must comply with such instructions.

(c) Property inspection

The Servicer must order a property inspection on the property within three Business Days of receiving a notice of property seizure from a law enforcement agency. Freddie Mac will permit a curbside inspection as specified in Section 9202.12(b). The Servicer must submit a copy of the inspection report along with the Freddie Mac loan number and the name and phone number of the Servicer's point of contact to Freddie Mac **(see Directory 5)** within three Business Days of the Servicer's receipt of the report.

8402.5: Government notice of property seizure to Freddie Mac (03/02/16)

If Freddie Mac receives a notice of seizure and/or intent to forfeit, it will notify the Servicer as soon as possible. Within three Business Days of Freddie Mac's notification to the Servicer, or sooner if requested, the Servicer must submit to Freddie Mac **(see Directory 5)** all of the documents and information cited in Section 8402.4 and comply with all other requirements of that section.

8402.6: Reimbursement of expenses related to property seizures (03/02/16)

Freddie Mac will reimburse the Servicer for allowable expenses listed in Exhibit 57A, Approved Attorney Fees and Title Expenses, that the Servicer incurs to comply with Freddie Mac's requirements regarding property seizure only if the expenses are not legally collectible from the Borrower.

The Servicer must obtain Freddie Mac's written pre-approval prior to incurring expenses that are not listed, or that exceed Freddie Mac's expense limits, in Exhibit 57A by submitting a request for pre-approval via the Freddie Mac Reimbursement System. If unusual or emergency circumstances do not allow the Servicer to request Freddie Mac's prior written approval, then the Servicer must notify Freddie Mac via the Reimbursement System by the next Business Day after

the Servicer incurred the expense. If the Servicer's determination to incur the expense was reasonable, Freddie Mac will reimburse the Servicer for the expense.

Chapter 8403: Abandoned Properties and Distressed Properties

8403.1: Servicing Mortgages on distressed properties and properties that pose a Risk of Property Ownership (03/02/16)

Servicers are responsible for acting without delay, and in an efficient and responsible manner to protect both the Servicer's and Freddie Mac's interests when the Servicer becomes aware of a distressed property. Refer to Section 9401.2 for information regarding Freddie Mac's rights when the Servicer becomes aware of a distressed property and fails to act to protect both the Servicer's and Freddie Mac's interests as required by this section.

A distressed property is real property that may pose a Risk of Property Ownership to Freddie Mac. A distressed property is one that:

- Requires substantial repairs, or
- Has sustained significant physical deterioration, or
- Has been condemned by a local authority

Even if the owner has abandoned the property, a Servicer must report all Mortgages on distressed properties that are 30 or more days delinquent via an EDR transmission within the first three Business Days of the month following the month in which the Servicer identified the problem using default reason code 011 (Property problem) and the applicable occupancy code. If the problem identified is contaminated drywall the Servicer should report default reason code 032 (Contaminated Drywall) rather than default reason code 011 (Property problem).

If a Mortgage has been identified with a Risk of Property Ownership, (see Section 9202.5), the Servicer must contact and report the Mortgage to Freddie Mac **(see Directory 5)**, even if the Mortgage is not delinquent, within three Business Days of identifying the risk. In such instances, the Servicer must attach a copy of the Form 1013, 1-4 Unit Property Inspection Report, and any other relevant information when reporting the Risk of Property Ownership to Freddie Mac. The Servicer must conduct a search of the records of the local code authority to determine if there is any outstanding health or safety violations filed against either the Borrower or the property. If a Servicer discovers any code violations, the Servicer must report them to Freddie Mac **(see Directory 5)** within three Business Days of identifying the violation. Servicers must attach a copy of the code violation. Additionally, the Servicer should submit all required information and documentation set forth above in its initial submission to Freddie Mac.

If a property is distressed, the Servicer must:

1. Maintain a record of when the condition was discovered and take all necessary actions to protect the property from waste, damage and vandalism and prevent any loss

2. Inspect the property monthly until the condition is resolved

3. Ensure that property insurance coverage is maintained. This includes taking all actions required in the mortgage clause of all applicable property insurance policies, including, but not limited to, providing all notices to the insurer required under such clause, in order to preserve the coverage and its maximum benefits for the Servicer and/or Freddie Mac, as mortgagee.

4. File a claim with the applicable property insurer on Freddie Mac's behalf if the property is damaged and the Borrower has not filed a claim

5. Comply with the requirements of the VA, RHS, FHA or MI, if applicable

Servicers must obtain Freddie Mac's written pre-approval before incurring expenses that exceed the limits contained in Exhibit 57, 1- to 4- Unit Property Approved Expense Amounts, by submitting a request for pre-approval via the Freddie Mac Reimbursement System. If unusual or emergency circumstances do not allow a Servicer to request Freddie Mac's prior written approval, then the Servicer must notify Freddie Mac via the Reimbursement System by the next Business Day after the Servicer incurred the expense. If the Servicer's determination to incur the expense was reasonable, as determined in Freddie Mac's sole discretion, Freddie Mac will reimburse the expense.

Servicers must obtain Freddie Mac's prior written approval to initiate foreclosure of a Mortgage on a distressed property as required in Section 9301.8.

8403.2: Servicing Mortgages on abandoned properties (03/02/16)

A Servicer is responsible for acting without delay and in an efficient and responsible manner to protect both the Servicer's and Freddie Mac's interests when the Servicer becomes aware of an abandoned property. Refer to Section 9401.2 for information regarding Freddie Mac's rights when Servicer becomes aware of a distressed property and fails to act to protect both Servicer's and Freddie Mac's interests as required by this section.

An abandoned property is real property to which the owner has voluntarily and intentionally relinquished possession, claim and control, or real property defined as abandoned property by applicable laws. Conditions that may lead to abandonment include: vacancy, waste, deterioration, lack of utilities or Delinquency.

A Servicer must report all Mortgages on abandoned properties that are 30 or more days delinquent to Freddie Mac via an EDR transmission within the first three Business Days of the

month following the month the Servicer determined the property is abandoned, using occupancy code 07 (Abandoned).

In accordance with applicable law, the Servicer must first determine if the Borrower has, in fact, abandoned the property and then take the following actions:

1. Attempt to locate the Borrower and determine the reason for abandonment

2. Protect the property from waste, damage and vandalism, and ensure the continuation of utilities where necessary. Exhibit 57, 1- to 4- Unit Property Approved Expense Amounts, describes the allowable preservation and maintenance expenses that may be incurred without obtaining Freddie Mac's pre-approval.

3. Maintain accurate reports of any of these conditions, detailing actions to prevent losses

4. Ensure that property insurance is maintained. This includes taking all actions required in the mortgage clause of all applicable property insurance policies, including, but not limited to, providing all notices to the insurer required under such clause, in order to preserve the coverage and its maximum benefits for the Servicer and/or Freddie Mac, as mortgagee. If the property is damaged, file a claim with the applicable property insurance company.

5. Obtain interior and exterior inspections in accordance with Section 9202.12

6. Comply with the requirements of the VA, FHA, RHS or MI, if applicable

7. Initiate foreclosure proceedings if the Mortgage payments are delinquent

8. Provide to the Internal Revenue Service (IRS) and the Borrower, IRS Form 1099-A, Acquisition or Abandonment of Secured Property, as required under Section 6050J of the Internal Revenue Code (For IRS filing requirements see Section 8106.3)

Servicers must obtain Freddie Mac's prior written approval to Freddie Mac via the Freddie Mac Reimbursement System before incurring expenses that exceed the limits contained in Exhibit 57. When a delay in taking protective action may result in impairment of the property, the Servicer must contact Freddie Mac via the Reimbursement System for immediate approval. If the circumstance of incurring the expense is such that the Servicer cannot obtain Freddie Mac's prior approval, then the Servicer must notify Freddie Mac via the Reimbursement System by the next Business Day after the Servicer incurred the expense. If the Servicer's determination to incur the expense was reasonable, as determined in Freddie Mac's sole discretion, Freddie Mac will reimburse the Servicer for the expense.

Chapter 8404: Servicing Mortgages Impacted by a Disaster

8404.1: Introduction Servicer responsibilities following a disaster (03/02/16)

This chapter provides Servicers with our requirements for assisting Borrowers whose Mortgaged Premises or places of employment are located in an Eligible Disaster Area.

A disaster may be a natural disaster (e.g., an earthquake, flood or hurricane) or a man-made disaster (e.g., a civil disturbance) that adversely affects a geographical area encompassing properties that secure Freddie Mac Mortgages or Borrowers' places of employment.

8404.2: Property protection activities following a disaster (03/02/16)

In conjunction with the requirements outlined in Section 8404.4, the Servicer is required to protect the Mortgaged Premises by following the requirements outlined in this section.

In the event of a disaster impacting Mortgages serviced for Freddie Mac, a Servicer must:

- Ascertain the number of such Mortgages and the extent of the damage that may have been caused by the disaster for each Mortgaged Premises, which may be completed by:
  - Determining the status of the property through discussions with the Borrower; and/or
  - Completing a property inspection. Servicers are reminded that property inspections will be reimbursed based on the limits set forth in Section 9701.9. Property inspections that are completed outside of the requirements set forth in Section 9701.9 may not receive reimbursement.
- Secure an abandoned property if the Mortgaged Premises has not sustained significant or total damage
- Provide assistance to the Borrower regarding options for local, State or federal disaster assistance
- Monitor and coordinate the insurance claim process and the progress of repairs in accordance with Section 8202.11
- In addition to the requirements of Section 8202.11, comply with the insurance claim process requirements in accordance with Section 8404.3 for Eligible Disasters

If a Servicer determines that the disaster has affected a Mortgaged Premises where there is a risk of ownership, the Servicer must notify Freddie Mac **(see Directory 5)** within five Business Days of learning of the situation.

Refer to Section 8403.1 for additional requirements on properties that become distressed.

8404.3: Insurance loss settlements after an Eligible Disaster (03/02/16)

If the Mortgaged Premises has been damaged and is located in an Eligible Disaster Area, property insurance proceeds for structural losses must be disbursed in accordance with Section 8202.11.

8404.4: Delinquency management activities following a disaster (03/02/16)

In the event a disaster strikes, it is imperative that Servicers be considerate of the Borrower's circumstances and work to obtain quality right party contact with the Borrower as soon as possible. This section will outline specific activities that a Servicer must take to appropriately manage the Borrower's Delinquency if the Servicer believes the disaster resulted in a hardship for the Borrower and the disaster is an Eligible Disaster.

(a) Circumstances where quality right party contact has not been achieved

Servicers, at their discretion, may place a Borrower who is or becomes 31 or more days delinquent in a short-term forbearance plan, as provided in Sections 9203.12 through 9203.16. Servicers should determine whether to provide short-term forbearance and the length of such forbearance by assessing:

- The extent of the property damage, as derived through property inspections, and/or
- The financial impact to the Borrower as a result of the Eligible Disaster

This short-term forbearance plan may not exceed 90 days without either achieving quality right party contact or receiving approval from Freddie Mac **(see Directory 5)**.

If quality right party contact has not been achieved by the end of the short-term forbearance period, then the Servicer must comply with the requirements of Section 8404.6(b), which provide the transition requirements when quality right party contact has not been achieved.

(b) Circumstances where quality right party contact has been achieved

- If the Borrower does not require any form of relief and there is no Risk of Property Ownership to Freddie Mac as a result of damage caused by the disaster, Servicers should continue to service the Mortgage in accordance with the requirements of the Guide

- If the Borrower does require a relief option or the Mortgaged Premises has damage that would pose a Risk of Property Ownership to Freddie Mac, Servicers have discretion to suspend collection and foreclosure proceedings by placing the Borrower into a forbearance plan for up to 12 months, based on the circumstances of each case. The Servicer may offer up to six months of forbearance without obtaining a complete Borrower Response Package, but must attempt to obtain a complete Borrower Response Package if forbearance exceeds six months in length. However, if the Borrower is unable to produce financial documentation, the Servicer may offer the Borrower successive forbearance plans (not to exceed 12 months in aggregate) without obtaining a complete Borrower Response Package.

- When applicable, such a suspension of Servicing action must be pre-approved by the MI, FHA, RHS or VA to avoid jeopardizing benefits of any applicable insurance or guaranty.

- Servicers should reassess each impacted Borrower on a regular basis during the forbearance period to determine if forbearance should be extended up to a total of 12 months or the hardship has been resolved.

- If the Servicer believes forbearance beyond a total of 12 months is warranted, the Servicer should make that recommendation to Freddie Mac for consideration **(see Directory 5)**.

  In the event Freddie Mac participated in evaluating a Borrower for forbearance beyond a total of 12 months and Freddie Mac denied the request, the Servicer must refer to Section 1301.2(h) for more information on adverse action notices that must be provided to the Borrower on behalf of Freddie Mac under certain limited circumstances.

At the end of the forbearance period, the Servicer must reassess the Borrower's circumstances based on updated property inspections and Borrower financial information, if required by the relief or workout options, to determine if forbearance should continue to be extended, whether the Borrower is eligible for another relief or workout option, or whether the Servicer should initiate or resume collection or foreclosure proceedings.

(c) Forbearance plan requirements

When offering forbearance relief to Borrowers impacted by an Eligible Disaster, Servicers must utilize the requirements set forth in Chapter 9203.

In situations where the Borrower is unable to send or receive documentation, the Servicer may waive the requirement that the forbearance plan be in writing. In these circumstances, the Servicer may enter the Borrower into a short-term or long-term forbearance plan through a verbal agreement.

(d) Other Delinquency management activities

The Servicer must not assess late charges as long as the Borrower is on a forbearance plan or paying as agreed on a repayment plan.

8404.5: Disaster reporting requirements (03/02/16)

(a) Credit suppression for Borrowers impacted by an Eligible Disaster

The Servicer must not report a Borrower who is on a disaster-related forbearance plan, repayment plan or Trial Period Plan to the credit repositories.

(b) Reporting loans affected by a disaster to Freddie Mac

Servicers must report all Mortgages that are affected by a disaster and are 31 or more days delinquent to Freddie Mac via an EDR transmission within the first three Business Days of the month following the month the Servicer learned of the disaster using default reason code 034 (Eligible Disaster Area).

(c) Reporting forbearance or repayment plans to Freddie Mac

A Servicer must report all Mortgages that are subject to a repayment plan or a short or long-term forbearance plan resulting from disaster-caused hardship via an EDR transmission using default code 09 for forbearance or default code 12 for a repayment plan within the first three Business Days of the month following the month that the plan was entered into. The Servicer must continue to report that the Mortgage is under the plan until the Mortgage is fully reinstated or the plan ends. Refer to Chapter 9203 for more details.

8404.6: Transition following disaster-related forbearance (03/02/16)

If the Borrower was placed on forbearance as a result of an Eligible Disaster, the Servicer must contact the Borrower on a periodic basis and prior to the end of the forbearance period to determine whether the hardship has been resolved and the most appropriate relief or workout option to cure the Delinquency. The Servicer must consider a number of factors including, but not limited to, the Servicer's ability to achieve quality right party contact, the Borrower's current financial circumstances and ability to resume making monthly payments, and the status of the Mortgage at the time of the disaster.

If, at the end of the disaster-related forbearance period, the Servicer is evaluating the Borrower for a foreclosure prevention alternative based on a Borrower Response Package, the

documentation cannot be more than 180 days old as of the date of the evaluation for the foreclosure prevention alternative.

(a) Transition requirements when quality right party contact is achieved

If the Servicer has been able to achieve quality right party contact with the Borrower at the end of the disaster-related forbearance period, the Servicer must evaluate the Borrower for the most appropriate relief or workout option to cure the Delinquency in accordance with the evaluation hierarchy set forth in Section 9201.2. However, for Borrowers who were current or less than 31 days delinquent at the time of the Eligible Disaster and who are able to resume making the contractual monthly payments on the Mortgage, the Servicer must consider the Borrower for a Capitalization and Extension Modification for Disaster Relief ("Disaster Relief Modification"), if a reinstatement or repayment plan is not a viable option. (Refer to Section 9206.4 for the requirements for a Disaster Relief Modification.)

If the Borrower is not eligible for or declines a Disaster Relief Modification and the Borrower:

- Has provided a Borrower Response Package, the Servicer should evaluate the Borrower in accordance with the evaluation hierarchy in Section 9201.2

- Has not provided a Borrower Response Package, the Servicer must evaluate the Borrower for a Freddie Mac Streamlined Modification, provided the Borrower is 90 or more days delinquent.

Additionally, if the Servicer is unable to achieve quality right party contact at the end of the disaster-related forbearance period to determine financial status and eligibility for a Disaster Relief Modification, the Servicer must evaluate the Borrower for a Streamlined Modification, provided the Borrower is 90 or more days delinquent.

(b) Transition requirements when quality right party contact is not achieved

If the Servicer is unable to achieve quality right party contact at the end of the disaster-related forbearance period, and the Servicer has determined that the Borrower is eligible for the Streamlined Modification in accordance with Section 9206.3, then the Servicer must send the Borrower a Streamlined Modification Trial Period Plan Notice, as provided in Exhibit 93, Evaluation Model Clauses.

The Trial Period Plan Notice should be amended as set forth in Exhibit 93 for post-disaster forbearance modification and at the Servicer's discretion as it deems necessary to meet the requirements of this section and Chapter 9206, and to comply with disclosure and other requirements under applicable law.

In addition, the Servicer must continue with collection and foreclosure proceedings in accordance with Section 9102.4, unless one of the exceptions set forth in Sections 9301.6 and 9301.7 applies.

(c) Transition requirements for Borrowers who were on a Trial Period Plan at the time of the Eligible Disaster

If a Borrower who was performing in accordance with the terms of a Trial Period Plan is placed on forbearance as a result of an Eligible Disaster, then within 30 days prior to the end of the forbearance period, the Servicer must determine whether the Borrower's financial circumstances continue to be adversely impacted by the disaster based on verbal confirmation with the Borrower about his or her current financial condition and the most recent property inspection. The Servicer must then apply the following rules:

- If the Borrower was performing on a Home Affordable Modification Program (HAMP®) Trial Period Plan at the time of the disaster and the Borrower's financial circumstances have not adversely changed (e.g., the Borrower's income is not less than it was at the time of the pre-forbearance Trial Period Plan evaluation), then the Servicer must offer the Borrower a new HAMP Trial Period Plan which includes the same Trial Period payment as the pre-forbearance Trial Period Plan. The Servicer must not conduct a new net present value (NPV) or Forbearance Limit analysis. For reporting purposes, the Servicer should utilize the NPV determined for the pre-forbearance (or pre-disaster) Trial Period Plan analysis and may report anticipated forbearance amounts in excess of the Forbearance Limit, but only to the extent necessary to achieve the Target Payment. All other HAMP eligibility rules continue to apply.

  Additionally, the Servicer must not cancel the previous Trial Period Plan in Workout Prospector® but must instead keep the Borrower's previous Trial Period Plan in approved status in order to avoid re-underwriting the Borrower. When preparing the modification agreement, the Servicer must calculate the modification terms using updated delinquent interest and non-interest arrearage amounts that must be capitalized (i.e., up through the day prior to the modified interest rate change date), as applicable, and in this instance only, the Servicer may forbear principal beyond the Forbearance Limit, but only to the extent necessary to achieve the Target Payment.

- If the Borrower was performing on a HAMP Trial Period Plan at the time of the disaster but the Borrower's financial circumstances have adversely changed (e.g., the Borrower's income is less than it was at the time of the pre-forbearance Trial Period Plan evaluation), then the Servicer must obtain an updated Borrower Response Package from the Borrower and re-evaluate the Borrower for HAMP in accordance with the requirements of Chapter 9205. If the Borrower is no longer eligible for HAMP, then the Servicer must evaluate the Borrower for another foreclosure alternative in accordance with the evaluation hierarchy set forth in Section 9201.2.

- If the Borrower was performing on a Freddie Mac Standard Modification or Streamlined Modification Trial Period Plan at the time of the Eligible Disaster, the Servicer must offer the Borrower a new Streamlined Modification Trial Period Plan meeting the requirements of Section 9206.3.

Regardless of the Borrower's financial circumstances, the Borrower must complete a new three-month Trial Period Plan that begins immediately following the forbearance plan in order to be eligible for a permanent modification.

Chapter 8405: When a Servicer Must Recommend a Charge-off for a Property Matter

8405.1: When a Servicer must recommend a charge-off on a condemned property or a property that poses a risk of ownership to Freddie Mac (03/02/16)

The Servicer must recommend a charge-off to Freddie Mac instead of foreclosure when the debt that is secured by the property is deemed uncollectible and either of the following conditions exist:

1. The property has been condemned due to deterioration, a disaster or a Hazardous Substance, and:

   (a) It is not economically feasible to repair the property, and/or

   (b) The Borrower's property insurance policy does not cover the peril affecting the property, and/or

   (c) There is no legal recourse against the Borrower or a third party for the damage

2. There is Risk of Property Ownership to Freddie Mac

When Freddie Mac charges-off a Mortgage, Freddie Mac will retain its lien on the property and negotiate an amount for the release of the lien if the Borrower requests release of lien. However, there may be circumstances when it would be in Freddie Mac's best interest to release the lien. In such cases, Freddie Mac may agree to charge-off the debt and release its lien.
In addition to the above requirements, if the Mortgage is a matured Mortgage, the Servicer must comply with the requirements of Section 8303.3 with respect to the payoff of such matured Mortgage.

Refer to Sections 9210.3 and 9210.5 for requirements on the process of submitting a charge-off recommendation to Freddie Mac and the closing, reporting and remitting requirements associated with an approved charge-off.

Chapter 8406: Transfers of Ownership and Assumptions

8406.1: General policy on Transfers of Ownership and assumptions (03/02/16)

Ownership of the Mortgaged Premises securing a Mortgage that does not contain a due-on-transfer clause can be transferred without restriction. However, the Servicer must accelerate the maturity of a Mortgage that contains a due-on-sale or due-on-transfer clause when a Transfer of Ownership occurs, unless acceleration is prohibited by provisions of Sections 8406.3 or 8406.4 or applicable law. References in the Guide to "due-on-transfer clause" includes "due-on-sale clauses" and similar provisions in the Mortgage documents that require acceleration upon a Transfer of Ownership.

Servicers should review the definition of Transfer of Ownership in the Glossary for a list of impacted transactions. Servicers are reminded that when a Transfer of Ownership occurs that involves a modified Mortgage, they must review the modification documents in addition to the Note and Security Instrument to determine if a due-on-transfer clause has been triggered. In accordance with Section 9206.12, such clauses must be included in a modified Mortgage.

Upon learning of a Transfer of Ownership that is subject to acceleration under the terms of this chapter, the Servicer must accelerate the debt and initiate appropriate foreclosure action in accordance with applicable law, the terms of the Security Instrument and Chapter 9301. No penalty may be charged for a prepayment resulting from such acceleration.

It may be in the best interest of Freddie Mac to permit an assumption of a delinquent Mortgage by a creditworthy applicant, even if the Mortgage contains a due-on-transfer clause. Freddie Mac approval is necessary to approve or decline any request to assume a delinquent Mortgage. In these instances, refer to Sections 9207.1 through 9207.8 for workout Mortgage assumption requirements and contact Freddie Mac **(see Directory 5)** to determine whether a workout Mortgage assumption is an appropriate alternative to foreclosure.

Freddie Mac will not permit a change in the Note Rate upon a Transfer of Ownership of the Mortgaged Premises, except in connection with a simultaneous assumption and modification that meets the requirements set forth in Section 9207.2. A Servicer that intends to modify the Note Rate without meeting the requirements of Section 9207.2 must first repurchase Freddie Mac's interest in the Mortgage in accordance with Chapter 3602.

8406.2: Transfers of Ownership and assumptions of Mortgages insured by the FHA or guaranteed by the VA or RHS (03/02/16)

The Mortgaged Premises securing Mortgages insured by the FHA or guaranteed by the VA or RHS may be transferred in accordance with applicable FHA, VA or RHS regulations.

The Servicer must comply with all applicable FHA, VA or RHS requirements to ensure that the FHA insurance, or VA or RHS guaranty is maintained and must provide all notices and disclosures required under the Equal Credit Opportunity Act, Truth in Lending Act and any other applicable law or regulation.

Freddie Mac need not be notified of any change of ownership allowed by the FHA, VA or RHS, but the Servicer must ensure that all insurance and guaranty documents reflect the change.

When prior FHA, VA or RHS approval is required and such approval is not granted, the Servicer must provide an adverse action notice to all applicable parties, in addition to any other notice or disclosure required under the Equal Credit Opportunity Act, Fair Credit Reporting Act, Truth in Lending Act and any other applicable law or regulation.

The application for assumption of a Mortgage insured by the FHA or guaranteed by the VA or RHS is not complete until the Servicer receives the following:

1. The completed application for approval of a loan assumption

2. An executed copy of the contract of sale or other document reflecting the Transfer of Ownership (e.g., quit claim deed)

3. With regard to (a) the continuation of the mortgage insurance provided by the FHA, the mortgage guaranty provided by the VA or the mortgage guaranty provided by the RHS, as applicable, and (b) the release of the prior Borrower of liability, when applicable, written approval from:

   - The FHA for Mortgages insured by the FHA

   - The VA for Mortgages guaranteed by the VA

   - The RHS for Mortgages insured by the RHS, and

4. All other information the FHA, VA or RHS, as applicable, may require

8406.3: Federal restrictions on the exercise of the due-on-transfer clause (03/02/16)

For the following Transfers of Ownership, when the Mortgaged Premises is occupied or is to be occupied by the Borrower, the Servicer may not accelerate the maturity of the indebtedness:

1. The creation of a lien or other encumbrance subordinate to the lender's Security Instrument, which does not relate to a transfer of rights of occupancy in the Mortgaged Premises, provided that the lien or encumbrance is not created pursuant to a contract for deed

2. The creation of a purchase-money security interest for household appliances

3. A transfer by devise, descent or operation of law on the death of a joint tenant or tenant by the entirety

4. The granting of a leasehold interest with a term of three years or less and without an option to purchase

5. A transfer in which the transferee occupies or will occupy the Mortgaged Premises and that is one of the following:

   - A transfer to a relative, resulting from the Borrower's death

     Note: Freddie Mac will consider waiving the occupancy requirement. The Servicer should submit a recommendation for such a waiver to Freddie Mac **(see Directory 5)**.

   - A transfer wherein the spouse, domestic partner or a child of the transferor becomes an owner of the Mortgaged Premises

   - A transfer resulting from a decree of dissolution of a marriage or domestic partnership, a legal separation agreement or from an incidental property settlement agreement by which the spouse or domestic partner becomes an owner of the Mortgaged Premises

6. A transfer into an inter vivos trust in which the Borrower is and remains the beneficiary and occupant of the Mortgaged Premises unless, as a condition precedent to such a transfer, the Borrower refuses to provide the Servicer with reasonable means acceptable to the Servicer by which the Servicer will be assured of timely notice of any subsequent transfer of the beneficial interest or change in occupancy

7. Any other transfer or disposition described in regulations of the Federal Home Loan Bank Board as a basis on which due-on-transfer clauses may not be exercised

Note: Except for the waiver of occupancy requirements for transferees in number 5 above for which Freddie Mac approval is required, Servicers may not evaluate the creditworthiness of a transferee, require a transferee to assume the Mortgage, or otherwise require the Servicer's or Freddie Mac's approval of any of the Transfers of Ownership listed in this section. However, if

the transferee wishes to assume the Mortgage and/or the transferor requests to be released of liability, the Servicer must determine the creditworthiness of the transferee. Refer to Sections 8406.5 and 8406.6 for additional information.

8406.4: Additional permitted Transfers of Ownership (03/02/16)

(a) Unrestricted Transfers of Ownership

In addition to the federal restrictions on the exercise of the due-on-transfer clause provided in Section 8406.3, Freddie Mac will not, and the Servicer may not, restrict a Transfer of Ownership of the Mortgaged Premises in the following situations:

- The Security Instrument does not contain a due-on-transfer clause
- The Security Instrument contains an unenforceable due-on-transfer clause
- The title is acquired by the junior lienholder (that is an institutional counterparty) as the result of a foreclosure or acceptance of a deed-in-lieu of foreclosure of the junior lien. However, Freddie Mac will require acceleration of the indebtedness if the title is further transferred after acquisition by the junior lienholder; or
- The title to the leasehold estate and the improvements are acquired by the fee simple landowner/lessor as the result of the Borrower being evicted from the leasehold estate by court order. However, Freddie Mac will require acceleration of the indebtedness if the title is further transferred to a new lessee after acquisition by the lessor.

In connection with any Transfer of Ownership listed in this Section 8406.4, a Servicer may not evaluate the creditworthiness of a transferee, require a transferee to assume the Mortgage, or otherwise require the Servicer's or Freddie Mac's approval of the transfer. However, if the transferee wishes to assume the Mortgage and/or the transferor requests to be released of liability, the Servicer must determine the creditworthiness of the transferee. Refer to Sections 8406.5 and 8406.6 for additional information.

(b) Permitted Transfers of Ownership subject to conditions

In situations where all of the following conditions are met, Freddie Mac will permit a Transfer of Ownership of the Mortgaged Premises:

- At least 12 months have passed since the Origination Date
- The transfer is to a transferee who occupies or will occupy the Mortgaged Premises as a Primary Residence and is:
  - A parent or child of the transferor, or

- ❑ A grandparent or grandchild of the transferor, or
- ❑ A brother or sister of the transferor, or
- ❑ An original co-Borrower of the transferor under the Note, whether or not related to the transferor, and

- The Servicer has complied with all mortgage insurance requirements applicable to the transfer

In connection with any Transfer of Ownership that meets the conditions of this Section 8406.4, a Servicer may not evaluate the creditworthiness of a transferee, require a transferee to assume the Mortgage or otherwise require the Servicer's or Freddie Mac's approval of the transfer. However, if the transferee wishes to assume the Mortgage and/or the transferor requests to be released of liability, the Servicer must determine the creditworthiness of the transferee. Refer to Sections 8406.5 and 8406.6 for additional information.

(c) Transfers of Ownership that require a determination of creditworthiness

In the following situations, the Servicer must determine the creditworthiness of the transferee, even if the transferee is not assuming the Mortgage, and process the Transfer of Ownership in accordance with Sections 8406.5 through 8406.10:

- The Security Instrument contains a due-on-transfer clause that does not allow unrestricted or automatic acceleration of the indebtedness upon transfer of the Mortgaged Premises to a creditworthy transferee, or

- The title is acquired by the junior lienholder (that is *not* an institutional counterparty) as the result of a foreclosure or acceptance of a deed-in-lieu of foreclosure of the junior lien. However, Freddie Mac will require acceleration of the indebtedness if the title is further transferred after acquisition by the junior lienholder.

(d) Assumptions, releases of liability and determination of creditworthiness

If the transferee requests an assumption of the Mortgage obligation as part of a Transfer of Ownership, the Servicer must determine the creditworthiness of the transferee in accordance with Topics 5100 through 5500. The Servicer must prepare a written assumption agreement that must be executed by all parties concerned as required in Section 8406.7.

In addition, if the transferor requests to be released of liability, once the Servicer has determined the creditworthiness of the transferee, the Servicer must require a written assumption and release of liability agreement, which then must be executed by all parties concerned in accordance with Section 8406.7.

Servicers must accelerate the Note if title is further transferred by the transferee to someone who is not an eligible transferee under Sections 8406.3 or 8406.4.

8406.5: Application for approval of Transfers of Ownership, assumptions and releases of liability (03/02/16)

For Transfers of Ownership that require the Servicer to first determine the creditworthiness of the transferee, and for all assumptions and releases of liability, the Servicer must obtain the following:

- A Form 65, Uniform Residential Loan Application, completed and executed by the transferee
- A copy of the executed contract of sale or other document reflecting the Transfer of Ownership (e.g., quit claim deed)
- A current credit report for the transferee, as described in Section 5203.1
- Income documentation and asset documentation for the transferee as required by Topics 5100 through 5500
- In accordance with requirements in Chapters 5302 through 5307 and Section 5501.3 for standard documentation
  - Written verification of the transferee's current employment and income from a reliable source and
  - Verification or other acceptable evidence of the source and amount of funds for the down payment and payment of prepaid items, as reported in the application

Refer to Section 8406.6 for underwriting requirements to determine whether a transferee is creditworthy.

The Servicer must comply with the Equal Credit Opportunity Act, Fair Credit Reporting Act, Truth in Lending Act and any other applicable law or regulation. (See also Section 1301.2 for additional compliance requirements.) The Servicer must also notify the transferee of the decision on the application within 25 days after the Servicer receives all information that constitutes a completed application.

8406.6: Reviewing the application and determining eligibility for Transfers of Ownership, assumptions and releases of liability (03/02/16)

When required to determine the creditworthiness of a transferee for assumptions and releases of liability, and as required for Transfers of Ownership under Section 8406.4, the Servicer must review the application to ensure compliance with Freddie Mac's credit underwriting guidelines

in Topics 5100 through 5500 including, but not limited to, income and employment, source of funds for down payment and closing costs and credit history. The Servicer's analysis must be documented on Form 1077, Uniform Underwriting Transmittal Summary, or on another document in the Mortgage file, and the following requirements must be met, when applicable:

1. The transferee must be determined to be creditworthy in accordance with Section 5102.2(b)

2. A written assumption and release of liability agreement must be executed by all parties concerned in accordance with Section 8406.7. (Freddie Mac will require acceleration of the indebtedness if title is further transferred by the transferee to someone who is not an eligible transferee under Section 8406.3 or 8406.4.)

3. If the Mortgage is being assumed, the transferee must pay at least 5% of the sale price in addition to all adjustments for real estate taxes, hazard insurance premiums and where applicable, mortgage insurance premiums from cash or other equity as defined in Sections 5501.1 and 5501.3. (The transferee is not required to pay 5% for those Transfers of Ownership protected by federal restrictions on exercise of the due-on-transfer clause as set forth in Section 8406.3 or for those Transfers of Ownership permitted under Sections 8406.4(a) and 8406.4(b), even if, in those cases, the transferee is also assuming the Mortgage.)

4. There must be no changes in the terms of the Security Instrument and the Note other than a change to the name of the transferee, any release and subsequent assumption of personal liability, where applicable, and any change allowed in Section 8103.7.

5. Mortgage insurance coverage must be maintained, if applicable

If the Mortgaged Premises to be transferred secures a Mortgage that is covered by a buydown agreement, the Servicer must underwrite the transferee according to the qualification requirements provided in Section 4204.4. See Section 8406.12 for additional information.

8406.7: Approval of the application for Transfers of Ownership (03/02/16)

The Servicer must approve the Transfer of Ownership if, based on its review in accordance with Section 8406.6, it reasonably determines that the security interest in the Mortgaged Premises will not be impaired by this transfer.

The Servicer is not required to notify Freddie Mac of the Transfer of Ownership permitted under Sections 8406.3 and 8406.4, provided the Mortgage is not assumed by the transferee or the transferor is not being released of liability, unless it becomes necessary later to communicate with Freddie Mac concerning this Mortgage.

The Servicer must prepare the necessary documents and have them executed by all parties concerned. In addition, if the transferor requests to be released of liability under the Note and

Security Instrument, a written assumption and release of liability agreement must be executed. If State law requires Freddie Mac to execute the documents, the Servicer warrants that:

- The documents reflect terms that are consistent with the requirements of this chapter
- All statements set forth in the documents are accurate, and
- The documents comply with all applicable State and local requirements

The Servicer must:

1. Deliver the original executed assumption agreement and, as applicable, release of liability agreement, to the Document Custodian; and copies to all other parties concerned
2. Retain a copy of the executed assumption agreement and, as applicable, release of liability agreement, in the Mortgage file
3. Arrange for any recordation commonly required by private institutional Mortgage investors or required by law to ensure the priority of the existing lien and assess any related costs to the transferee
4. Provide all notices and disclosures required under the Equal Credit Opportunity Act, Fair Credit Reporting Act, Truth in Lending Act and any other applicable law or regulation (see also Section 1301.2 for additional compliance requirements)
5. Ensure that all insurance policies reflect the change of ownership and take any action necessary to continue any required insurance coverage including, mortgage insurance, where applicable
6. Document transferee information on a Postfunding Data Correction Form (found at **http://www.freddiemac.com/learn/deliver/postsettlement.html**) and submit it to Freddie Mac via e-mail at **Post_Fund@freddiemac.com** along with copies of the settlement statement and assumption agreement

When applicable, the Servicer may cancel mortgage insurance following the Transfer of Ownership of the Mortgaged Premises in accordance with Sections 8203.2 through 8203.4.

8406.8: Declination of the application for assumption (03/02/16)

If the application for a Mortgage assumption is declined, the Servicer must provide an adverse action notice to all applicable parties, or any other notice or disclosure required under the Equal Credit Opportunity Act, Fair Credit Reporting Act, Truth in Lending Act and any other applicable federal, State or local law. Freddie Mac must not be identified as a creditor in any

notice or disclosure that may be required, as Freddie Mac is not participating in the decision on the application.

8406.9: File retention for Transfers of Ownership and assumptions (03/02/16)

The originals of all documents relating to the application must be kept in the Mortgage file.

If the application is approved, the documentation must be maintained in the Mortgage file for at least seven years from the date that Freddie Mac's interest in the Mortgage is satisfied.

If the application is declined, the documentation must be kept for the duration required under the Equal Credit Opportunity Act, Fair Credit Reporting Act or any other applicable law or regulation.

Copies of documents may be scanned and stored as Portable Document Format (PDF), Tagged Image File (TIF) format, Joint Photograph Experts Group (JPEG) format, or other electronic document formats commonly used by the mortgage industry in the regular course of business. Refer to Chapter 3302 for Mortgage file retention requirements including those requirements regarding documents for which the paper originals must be maintained.

8406.10: Transfer of Ownership fees (03/02/16)

Subject to applicable law or regulation, the Servicer may charge and retain a fee for processing a Transfer of Ownership of, or an interest in, the Mortgaged Premises securing a Mortgage purchased by Freddie Mac. Where applicable law or regulation limits the amount of the allowable fee, the Servicer may not charge more than the lesser of:

- The maximum fee allowed under applicable law or regulation, or
- The maximum fee allowed by Freddie Mac as stated below

This fee must be set in accordance with the following provisions:

(a) Security Instruments without a due-on-transfer clause

The fee charged by the Servicer for changing its records for a Transfer of Ownership for which its consent was not required must not exceed $100.

(b) Security Instruments with a due-on-transfer clause

When the Servicer must determine the creditworthiness of a transferee in connection with a Transfer of Ownership, the Servicer may charge and retain a fee equal to the greater of $400

or 1% of the UPB, with a maximum fee of $900. Transfer fees may be exclusive of out-of-pocket expenses paid to independent third parties for services required to comply with the application and approval process contained in Sections 8406.5 through 8406.8 and to record the change of ownership. Any other services (such as surveys, owner's title policies, etc.), requested by the transferee are the sole responsibility of the transferee. Loan discount fees, yield enhancement fees, lost opportunity fees and similar devices designed to circumvent these limitations or increase the effective interest rate or yield of the Mortgage previously sold to Freddie Mac, regardless of the Servicer's retained interest in the Mortgage, are expressly prohibited.

The Servicer may establish a transfer fee schedule that results in charges less than those permitted by Freddie Mac. However, if any fee charged by the Servicer on Mortgages sold to Freddie Mac exceeds the amounts stated above, it will be considered a breach of this Guide and, unless refunded to the Borrower, Freddie Mac may exercise any remedy available under this Guide or applicable law to remediate the violation.

8406.11: Assumability provisions and rate cap requirements for ARMs (03/02/16)

(a) Assumability provisions

The loan instruments used to originate an ARM contain the provisions governing the right of the lender to accelerate the loan, in the event of a Transfer of Ownership. These provisions determine whether or not the ARM is assumable by the party to whom the Mortgaged Premises is transferred, and if it is assumable, the transferee must agree to assume the Mortgage loan obligation. Some loan instruments provide that the ARM is assumable for the life of the loan. Other loan instruments provide that the ARM is assumable only after the initial fixed-rate period has expired or until a specified event has occurred, and is thereafter not assumable.

The Servicer must review the loan instruments to determine the assumption provisions for an ARM. The Servicer must also refer to Sections 8406.6 and 9207.2 through 9207.8 regarding special circumstances in which Freddie Mac requires or permits an ARM to be assumed (e.g., a workout mortgage assumption and a simultaneous assumption and modification), notwithstanding the fact that the loan instruments indicate the ARM is not assumable.

(b) Rate cap requirements

If the Note for an ARM sold to Freddie Mac does not provide for a Lifetime Ceiling, the following provision or substantially similar provision must be included in the Mortgage assumption and release of liability agreement:

> *The interest rate I am required to pay after I assume this Mortgage obligation and for the entire term of this Mortgage will never be greater than (see note below) percent.*

Note:

To determine the appropriate interest rate to insert in the preceding provision, the Servicer must add six percentage points to the sum of the Margin and the Index value in effect on the date of the Mortgage assumption and release of liability agreement, subject to applicable law, such as the Servicemembers Civil Relief Act. Refer to Chapter 8503.

8406.12: Transfers of ownership and buydown accounts (03/02/16)

Where a Transfer of Ownership is approved, any funds remaining in a related buydown account may continue to be used to reduce the Mortgage payments when:

- The Mortgaged Premises is sold and the Mortgage is assumed by the purchaser and
- The terms of the original buydown plan allow for the continued application of the buydown funds if the Mortgage is assumed

Chapter 8501: Special Requirements for Servicing Step-Rate Mortgages

8501.1: Servicer staff requirements related to servicing Step-Rate Mortgages (03/02/16)

The Servicer must employ staff, including phone agents for both incoming and outgoing calls, that is adequately trained to discuss interest rate adjustments for Step-Rate Mortgages. Phone agents answering incoming calls must be able to identify potential default situations and promptly refer Borrowers to a default management unit with the ability to advise on default prevention options. Phone agents making outgoing calls must be able to discuss step-rate adjustments when making calls to delinquent Borrowers in accordance with Section 9102.5.

8501.2: Communicating upcoming interest rate adjustments (03/02/16)

The Servicer must send two separate written notifications to the Borrower prior to an initial interest step-rate adjustment on a Step-Rate Mortgage. These notifications must be sent in order to ensure that Borrowers are fully prepared for increases to their PITIAS Payment amounts, and have a full understanding of when and why the payment amount will increase. If after the initial step-rate adjustment the Mortgage will be subject to subsequent interest rate adjustments, the Servicer, in accordance with Section 8501.2(c), must send one notification letter prior to the payment due date associated with each subsequent adjustment.

(a) As early as the 150th day and no later than the 90th day prior to the first payment due date following the initial interest rate adjustment

The Servicer must provide the Borrower with a written notice of the initial interest rate adjustment that will occur as a result of a step-rate feature on the Borrower's Step-Rate Mortgage (i.e., at the end of a fixed-rate term).

(b) As early as the 75th day and no later than the 60th day prior to the first payment due date following the initial interest rate adjustment

The Servicer must provide the Borrower with a second written notice of the initial interest rate adjustment.

Each written notice of an upcoming interest rate adjustment sent to the Borrower in accordance with the requirements in Section 8501.2 (a), 8501.2(b) or 8501.2(c) must:

1. Provide the amount and effective date of the interest rate increase, and the amount and due date of the Borrower's first increased monthly payment at the new adjusted level

2. Explain that, pursuant to the terms of the modification agreement, at the end of the initial fixed-rate term, the interest rate will increase according to the schedule in the agreement until it reaches a pre-determined Interest Rate Cap. (Note: As applicable, the Servicer must explain how the Interest Rate Cap was derived, and that once the interest rate reaches its cap, it will remain fixed for the remaining Mortgage term.)

3. Explain that the monthly payment includes an Escrow for property taxes, hazard insurance and other escrowed expenses, which could also increase the monthly payment amount if those amounts are increased

4. Explain how the new payment is determined

5. Include a payment schedule table similar to the one included in the Borrower's modification agreement, which outlines the future interest rates and monthly payment amounts (identifying principal and interest, as well as Escrows), and the effective dates for each; alternatively, the Servicer may explain these terms, dates and amounts;

6. Include the Servicer's contact information and instructions for the Borrower to contact the Servicer if the Borrower has any questions regarding the content of the notice

7. Include the Homeowners HOPE™ Hotline Number (888-995-HOPE)

8. Explain that free budgeting assistance from the HUD-approved housing counseling agencies is available via **HUD.gov**; and

9. Provide information regarding the availability of additional information on Freddie Mac's Mortgage Help Resource Center web site (**www.freddiemac.com/mortgage_help**)

(c) As early as the 120th day and no later than the 60th day prior to the first payment due date at each subsequent adjusted rate level

Servicers must provide each Borrower with a written notice of each subsequent interest rate adjustment that will occur as a result of a step-rate feature on a Step-Rate Mortgage.

8501.3: Freddie Mac Streamlined Modification for Step-Rate Mortgages (03/02/16)

Servicers must refer to Section 9206.3 for complete requirements on offering the Streamlined Modification to a Borrower with a Step-Rate Mortgage.

Chapter 8502: Special Servicing and Reporting Requirements for ARMs

8502.1: ARM Servicing and reporting (03/02/16)

An ARM has a Note Rate that adjusts periodically based on a specified Index. The specific features of an ARM vary depending upon the terms of the Note.

All ARMs must be accounted for and reported under the net yield accounting reporting method, as described in Section 8301.4, and are reported via the transmission of the Loan-Level Transaction. Under this method, Freddie Mac receives its proportionate share of principal and interest collected each month including any Negative Amortization activity for the period. For purposes of reporting to Freddie Mac, interest is computed by multiplying the last reported principal balance of a loan by the Accounting Net Yield rate, using a 30-day month/360-day year.

See Chapters 8301 through 8304 for the accounting and reporting requirements for ARMs.

See Chapter 8303 for remittance requirements.

8502.2: Rate changes on ARMs (03/02/16)

(a) Determining the new Note Rate

The Servicer must adjust the Note Rate on an ARM in accordance with the provisions set forth in the Note and any applicable Adjustable-Rate Riders. The Note will specify the Index on which any adjustments must be based, as well as other factors that must be used to determine the new Note Rate. These factors include, but are not limited to:

- The dates on which the Note Rate may change (Interest Change Date)
- The date on which the Index value used to calculate the new Note Rate is determined, usually expressed as a number of days (known as the Lookback Period)
- The Margin, which is the number of percentage points that must be added to the current Index value to establish the new Note Rate
- The limitations on the amount that the Note Rate may change at the first adjustment, subsequent adjustments and during the life of the Mortgage (Initial Cap, Periodic Cap and Life Cap) and any associated rounding rules

Upon each Note Rate change, the Servicer must calculate a new monthly payment amount based on the new Note Rate that is sufficient to fully amortize the UPB of the ARM over the remaining term.

(b) Notifying the Borrower

With respect to each ARM serviced for Freddie Mac, the Servicer must correctly calculate any and all adjustments to the interest rate or the monthly payment and give to the Borrower all notices of adjustment of interest rate and monthly payments in strict accordance with the requirements of applicable law and with the terms of the Note and the Security Instrument.

With respect to LIBOR-Indexed ARMs, in the notices of adjustment in the interest rate and monthly payment provided the Borrower before the effective date of the change, the Servicer must inform the Borrower that the LIBOR Index value used to calculate the new interest rate is the average of the London interbank offered rates for six-month or one-year US dollar denominated deposits, as applicable, as published in the print edition of The Wall Street Journal.

(c) Notification of the new Accounting Net Yield (ANY)

Freddie Mac will notify the Servicer via the ARM notification report of the revised Accounting Net Yield (ANY) that the Servicer will be required to send us on an ARM in accordance with the product requirements set forth at the time of purchase. The ARM notification report will be available through the Freddie Mac Service Loans application at **http://www.freddiemac.com/singlefamily/service**.

The Servicer must verify the rate change notification information. If there are any differences or omissions, the Servicer must note the discrepancies on the bottom of the notification and return it to Freddie Mac **(see Directory 7)**. Do not return the notification if the information on it is correct and complete.

The new ANY must be used for the accounting cutoff date indicated in the notification. The Servicer must report and remit net yield interest based on the new ANY beginning with the effective accounting cycle shown on the notification. The Servicer must ensure that the adjusted Note Rate supports the new ANY. The Servicer will be liable for all net yield interest deficiencies that result from differences in calculations between the ANY that Freddie Mac provides the Servicer and the Servicer's calculations.

Depending on the next Interest Change Date at the time of Mortgage delivery, the Servicer may not receive notification from Freddie Mac prior to the effective date of the new ANY.

8502.3: Negative Amortization (03/02/16)

Negative Amortization results whenever the amount of monthly interest calculated at the Note rate exceeds the Borrower's scheduled monthly interest payment to the Servicer. Increases and

decreases in Negative Amortization are to be accounted for in the calculation of principal due Freddie Mac for each monthly accounting cycle as set forth in Chapter 8301.

Chapter 8503: Servicing Requirements for Borrowers who are Servicemembers and their Dependents

8503.1: Definitions related to Servicing loans of Servicemembers (03/02/16)

As used in this chapter, the following terms shall have the same definitions as those provided in the Servicemembers Civil Relief Act (SCRA) and any applicable regulations as they shall be amended from time to time:

- Dependent
- Military Service
- Period of Military Service
- Servicemember

The term Permanent Change of Station (PCS) shall have the same meaning as that provided by the Joint Federal Travel Regulations, Volume 1, promulgated by the United States Department of Defense, Defense Management Travel Office.

The term "State Military Relief Law" shall mean any State law that provides benefits, protections or relief to members of the armed forces relating to a Mortgage. For example, and not by way of limitation, the New Jersey Soldiers' and Sailors' Civil Relief Act (N.J.S.A. §§ 38:23C-1 et seq.), is a State Military Relief Law. State Military Relief Laws generally extend SCRA protections to individuals not covered by the SCRA and therefore afford greater protections than the SCRA provides.

8503.2: Relief options exclusive to Servicemembers and their Dependents (03/02/16)

(a) Servicer responsibilities

Servicers must comply with the SCRA and all State Military Relief Laws as they apply to any Borrower or Mortgage. The Servicer must be familiar and comply with all the provisions of the SCRA and State Military Relief Laws and monitor changes to such laws to ensure continuing compliance.

Note:

- When provisions of the SCRA require a Servicemember to provide a copy of his or her military orders*, Servicers may accept: (a) official military orders that reflect the start date of the Period of Military Service; (b) a certification, including a certificate obtained from the Defense Manpower Data Center, that delineates the start date of a Servicemember's Period of Military Service; (c) a letter that is on official letterhead from the military unit to which the Servicemember is assigned, is signed by the Servicemember's commanding officer and contains the following: a statement that the letter is intended to be relied upon by creditors for SCRA purposes, the Servicemember's full name and Social Security Number, home address, start and end dates of the Period of Military Service and commander's contact telephone number; or (d) any document the Department of Defense deems a substitute for official orders.

  *References to "military orders" in the Guide include the alternative documentation outlined above that Servicers may accept in lieu of official military orders.

- Servicers may accept written requests for the SCRA interest rate relief via facsimile, U.S. mail, or electronic submission, such as e-mail or transmitting an online form.

- Servicers may, but are not required to, accept an oral request for SCRA interest rate relief if the Servicer has established processes, policies and procedures that, at a minimum, positively identify the requestor and enable the Servicer to record the request and make the recording available to Freddie Mac upon request.

(b) Borrower eligibility for SCRA protection

The SCRA applies to any Borrower who is a Servicemember during a Period of Military Service if the following conditions are met:

- The Mortgage is the contractual obligation of the Servicemember as the Borrower or co-Borrower under the Note; or as obligee under a written agreement by which the Servicemember assumes the Borrower's liability under the Note and the Borrower is released from such liability, and

- The Servicemember executed the Note or the assumption agreement before the reporting date or effective date of the Servicemember's Period of Military Service as shown in military orders

Refer to Sections 8503.4 through 8503.10 for applying SCRA provisions on Mortgages.

(c) Foreclosure relief extended to Servicemembers and their Dependents by Freddie Mac in addition to SCRA provisions and State Military Relief Laws

Freddie Mac offers foreclosure relief in addition to that provided by the SCRA or State Military Relief Laws. Servicers must not initiate or, if already initiated, must not complete foreclosure of a Mortgage where a Servicemember is a Borrower, and the Mortgaged

Premises is the Primary Residence of the Servicemember, regardless of when the Mortgage was originated, during his or her Period of Military Service or for one year after the date Military Service ends.

Additionally, Servicers must not initiate or, if already initiated, must not complete foreclosure on a Mortgage, during a Servicemember's Period of Military Service or for one year after the date Military Service ends, when the Borrower:

- Is a Dependent of a Servicemember and the Mortgaged Premises is the Primary Residence of the Servicemember or a Dependent of a Servicemember; or

- Was a Servicemember who died during the Period of Military Service and the Mortgaged Premises continues to serve as the Primary Residence of a Dependent of the Servicemember

For example, if the Borrower is the spouse of a Servicemember who left Military Service on January 1st, and the Mortgaged Premises are the Primary Residence of the Servicemember or the spouse, then the Servicer must not initiate or complete foreclosure until after January 1st of the following year.

If the Servicer believes that there are unusual circumstances that warrant initiating or completing foreclosure prior to the time allowed by this subsection 8503.2(c), such as the Mortgaged Premises being vacant or abandoned, the Servicer must contact Freddie Mac **(see Directory 5)** to obtain prior written approval to initiate or complete foreclosure proceedings.

The Servicer must report a Servicemember who is receiving relief from Freddie Mac as outlined in this subsection 8503.2(c) as "paying as agreed" to any consumer reporting agency to which the Servicer reports.

8503.3: Other relief and workout options for Servicemembers and their Dependents (03/02/16)

If a Servicemember or Dependent experiences an eligible hardship, such as receipt of PCS orders, and does not qualify for protection under the provisions of the SCRA or State Military Relief Laws, or qualifies but chooses to explore other options, the Servicer must evaluate the Servicemember for the most appropriate relief or workout option in accordance with Chapter 9102.

If a Servicemember requires additional relief beyond what is currently available in the Guide, Servicers should contact their Freddie Mac representative.

8503.4: Applying SCRA provisions (03/02/16)

(a) Interest rate cap

If the Servicemember and the Mortgage qualify for the SCRA's maximum interest rate protection and the Servicemember has submitted a written request for protection in accordance with the SCRA, Freddie Mac will:

- For a Servicemember who is a member of a reserve component, begin applying the interest rate cap with the first monthly Mortgage payment due after the Servicemember receives his or her orders
- For a Servicemember who is a member of the uniformed services as defined by 10 U.S.C. 101(a)(5) or a Servicemember who belongs to the National Guard, begin applying the interest rate cap with the first monthly Mortgage payment due after the reporting date or effective date of the Servicemember's Period of Military Service
- Reinstate the Mortgage to its contractual rate of interest beginning with the second monthly Mortgage payment due one year after the date the Servicemember's Period of Military Service terminates

If the Borrower is delinquent on his or her monthly payments, the Servicer must contact Freddie Mac **(see Directory 5)** via Form 105, Multipurpose Loan Servicing Transmittal, no later than five Business Days after receiving the request for interest rate relief.

For reinstatement purposes, the contractual rate of interest is defined as follows:

- For a fixed-rate Mortgage, the same rate that was in effect before the reporting date or effective date of Military Service, or the date the Servicemember received orders (for members of a reserve component)
- For an ARM, the rate to be determined or calculated based on the last interest rate that would have been in effect, or the last payment adjustment that otherwise would have taken place, during the rate cap period

If the interest rate cap request is made by the Servicemember in accordance with the SCRA notice provisions and it is received by the Servicer no later than 180 days after the Period of Military Service terminates, the Servicer must apply the interest rate cap retroactively to the first monthly Mortgage payment due after the reporting date, effective date of Military Service or date the Servicemember received orders (for members of a reserve component). However, Freddie Mac will bear the interest loss only from the first monthly Mortgage payment due after the Funding Date.

(b) Notice to Servicemember, Freddie Mac

Within five Business Days of receiving an interest rate cap request on a Mortgage that meets the requirements of the SCRA, the Servicer must provide written notice of approval to the Servicemember or the Servicemember's representative, as applicable. Freddie Mac does not prescribe a particular form of notice. The notice must contain the following at a minimum:

1. The amount of the monthly installment of principal and interest calculated at the rate of 6% per year

2. The amount of the monthly installment of Escrow, if any, which remains unchanged unless insurance coverage, property tax rates or other assessments are modified

3. The total amount and first Due Date of the new monthly Mortgage payment

4. The reinstatement of the monthly Mortgage payment to its contractual rate of interest beginning with the second monthly payment due following the date that is one year after the Servicemember is released from Military Service

5. If known at the time, the scheduled date the Servicemember will be released from Military Service and the Due Date of the first monthly payment at the reinstated contractual rate of interest

Within 30 Business Days of receiving the request, the Servicer must:

1. Retain a copy of military orders* evidencing the Servicemember's military status and start and end dates of his or her Period of Military Service and all other related documentation in the Mortgage file and make it available to Freddie Mac upon request

2. Send a CSV file (see Exhibit 71, CSV File Format to Report Loans Eligible for the SCRA Interest Rate Subsidy) to Freddie Mac **(see Directory 3)** documenting the start and end dates of the Servicemember's Period of Military Service

*References to "military orders" in the Guide include the alternative documentation outlined in Section 8503.2 that Servicers may accept in lieu of official military orders.

Once the Servicer has received a request from the Borrower (or the Borrower's authorized representative) and a copy of his or her military orders, the Servicer must implement the interest rate cap.

While the rate cap is in effect, the Servicer must report and remit on the Mortgage in accordance with Section 8106.1 and Chapter 8503.

(c) Assessing a Servicemember's ability to pay at the Note Rate

Unless there are unusual circumstances, Freddie Mac does not require the Servicer to assess the material effect of Military Service on a Borrower's ability to continue making payments on the Mortgage at the contractual rate of interest. The Servicer must implement the 6% rate

cap, upon request of a Borrower, provided that the Borrower meets the requirements of the SCRA.

If the Servicer becomes aware of unusual circumstances that give it reason to believe the Servicemember's ability to pay at the contractual rate of interest is not materially affected by a call to Military Service, then the Servicer must notify its investor reporting specialist **(see Directory 3)** that Freddie Mac may wish to investigate the Servicemember's financial circumstances. The Servicer must include any facts to support its supposition and copies of the following:

- The military orders evidencing the Servicemember's call to Military Service
- Form 65, Uniform Residential Loan Application
- The Note

Freddie Mac may determine that a Servicemember's request for the interest rate cap should be challenged. If so, Freddie Mac will provide the Servicer with instructions on how to proceed.

Freddie Mac may decline to implement an interest rate cap if the rate cap was improperly granted to a Servicemember or if the Mortgage did not qualify for SCRA protection (for example, the Servicemember was already in a Period of Military Service at the time the Mortgage was originated). If Freddie Mac informs the Servicer that Freddie Mac declines the request, then within five Business Days, the Servicer must advise the Servicemember or the Servicemember's representative in writing, citing the specific reasons the Mortgage does not qualify for the interest rate cap and offer to consider other forms of assistance.

If further guidance is required, the Servicer may contact its investor reporting specialist **(see Directory 3)**.

(d) Status updates, reinstatements

While the interest rate cap is in effect, the Servicer must periodically, but no less than every three months, verify that the Servicemember is still in a Period of Military Service or that no changes have been made to the duration/term of the Period of Military Service that may affect the Servicemember's eligibility to receive relief. If the Servicemember informs the Servicer, or if the Servicer learns by other means, that the Servicemember's Period of Military Service has ended, the Servicer must send a written notice to the Servicemember at least 30 days before the reinstatement of the contractual interest rate indicating that the interest rate cap has been terminated and the monthly Mortgage payment has been reinstated to its contractual rate of interest. The written notice of reinstatement of the Mortgage should advise the Servicemember of the following:

- The amount of the monthly Mortgage payment when reinstated to its contractual rate of interest, specifying such interest rate

- The date the reinstated monthly payment amount is first due
- That he or she must furnish a copy of military orders showing any extension of the Period of Military Service beyond the originally scheduled release date, if applicable
- That he or she must furnish a copy of DD Form 214 to document his or her release from a Period of Military Service

The Servicer must follow the pertinent instructions in the chart below:

If:	Then the Servicer Must:
The military orders submitted with the interest rate cap request state the end date of the Period of Military Service	■ 30 days prior to the release date, query the Defense Manpower Data Center web site (**https://www.dmdc.osd.mil/appj/scra/**) to determine if there has been a change to the duration/term of the Period of Military Service ■ If the duration/term of the Period of Military Service has not changed, send the Servicemember or his or her representative a written notice that the Servicer will reinstate the monthly Mortgage payment to its contractual rate of interest, including the effective date of the payment change (which is the second monthly payment due following the date that is one year after the Servicemember's release date), 30 days before the end of the period for which the interest rate is capped at 6%
The Period of Military Service has been extended based on notice from the Servicemember, his or her representative, or a certificate obtained from the Defense Manpower Data Center	Within 10 Business Days of learning of the extension, notify the Servicer's investor reporting specialist via CSV file (see Exhibit 71) that the end date of the Servicemember's Period of Military Service has changed. Retain a copy of the of military orders evidencing the Servicemember's military status and Period of Military Service and all other related documentation in the Mortgage file and make it available to Freddie Mac upon request.

If:	Then the Servicer Must:
No evidence of extension of the Period of Military Service has been provided by the Servicemember or his or her representative within 30 days of the scheduled release date and a query of the Defense Manpower Data Center web site does not indicate a change to the duration/term of the Period of Military Service	Take the following steps:
	■ Send the Servicemember or his or her representative a written notice that the Servicer will reinstate the monthly Mortgage payment to its contractual rate of interest, including the effective date of the payment change (which is the second monthly payment due following the date that is one year after the Servicemember's release date), and request documentation of the Servicemember's release from Military Service (for example, DD Form 214)
	■ Reinstate the monthly Mortgage payment to its contractual rate of interest beginning with the second monthly payment due following the date that is one year after the Servicemember's release date
	If, as a result of the Servicer's notification, the Servicemember notifies the Servicer that his or her Period of Military Service has been extended and provides the Servicer with copies of military orders evidencing such extension or a query of the Defense Manpower Data Center web site reveals a change to the duration/term of the Period of Military Service, then the Servicer must notify its investor reporting specialist via CSV file (see Exhibit 71) that the end date of the Servicemember's Period of Military Service has changed within 10 Business Days of receiving the notification from the Servicemember and the Servicer must notify the Servicemember of the new date the Mortgage will reinstate to its contractual interest rate at least 30 days before the reinstatement of the interest rate occurs. Retain a copy of the of military orders evidencing the Servicemember's military status and Period of Military Service and all other related documentation in the Mortgage file and make it available to Freddie Mac upon request.

If:	Then the Servicer Must:
The Servicemember's Period of Military Service has ended and a query of the Defense Manpower Data Center Web site does not indicate a change to the duration/term of the Period of Military Service	Take the following steps:
	■ Reinstate the monthly Mortgage payment to its contractual rate of interest beginning with the second monthly payment due following the date that is one year after the Period of Military Service ended
	■ Send the Servicemember or his or her representative written notice of the date the Mortgage will reinstate to its contractual interest rate at least 30 days before the reinstatement of the interest rate occurs
	■ Remove the Mortgage from the Servicer's monthly (or quarterly) Interest Rate Differential text file (see Exhibit 72, Text File Format to Request SCRA Interest Rate Differential) the second month following the date that is one year after the Period of Military Service ended

(e) Foreclosure relief

The Servicer must not foreclose or initiate foreclosure proceedings against a Borrower who is a Servicemember except in accordance with the SCRA and State Military Relief Laws. See Sections 8503.2 and 8503.3 for Freddie Mac-specific foreclosure relief in addition to that provided by the SCRA or State Military Relief Laws.

When foreclosure is allowed to proceed and if a mortgage insurance claim is eventually filed, the Servicer must notify the MI that the Mortgage was subject to SCRA or State Military Relief Laws so that:

- Interest for SCRA-capped payments due, but unpaid by the Servicemember, is claimable at the Note rate, not at the SCRA-capped rate
- Claimable interest will not be curtailed by the MI for a delay that was caused solely by the Servicer's compliance with applicable law

For further guidance on relief or remedies (other than interest rate cap under the SCRA) involving Servicemembers who are serving or have served a Period of Military Service, the Servicer must consult with their legal counsel or contact Freddie Mac **(see Directory 5)**.

(f) Late charges

The Servicer must waive all late charges or penalties resulting from Mortgage payments deferred, restructured or rate-capped under the SCRA or if required by State Military Relief Laws.

(g) Credit reporting

The Servicer must report a Servicemember who is receiving the protection of the SCRA or State Military Relief Laws as "paying as agreed" to the credit repositories.

The Servicer must fully comply with the SCRA and State Military Relief Laws as they relate to credit reports kept on Servicemembers who exercise their statutory rights to military relief.

(h) Documentation

The Servicer must maintain records of all communications with, and copies of all correspondence and documentation to or from, Servicemembers seeking Mortgage relief for hardship caused by Military Service in the Mortgage file.

(i) Transfers of Servicing

When a Transfer of Servicing includes Mortgages that have any type of military relief, including Mortgages with interest rates capped under the SCRA or with suspended foreclosures, the Transferor must identify each such Mortgage to the Transferee before transferring the Mortgage files to the Transferee. See Chapter 7101 for more information on Transfers of Servicing.

(j) Monthly reporting to Freddie Mac

Default action code 32 – "Military Indulgence": Servicers should use only default action code 32 to report default processes that are delayed due to the Borrower being in a Period of Military Service and covered under the SCRA or foreclosure relief provided to Servicemembers and their Dependents in accordance with Section 8503.2. When utilizing default action code 32, Servicers must provide the date default processes were suspended and continue to report each month that the Servicemember is receiving foreclosure protection under the SCRA or Section 8503.2.

Default reason code 14 – "Military Service": When reporting mortgage relief, loan modifications, or liquidation options extended to Servicemembers, Servicers must report the default action code associated with the specific relief, modification, or liquidation option. Servicers must also report the default reason code 14 to indicate the hardship was caused by military service.

For additional information about EDR, refer to Section 9102.7.

8503.5: Calculation of new monthly payment for SCRA-capped Mortgages (03/02/16)

If the interest rate on a Mortgage is capped in accordance with Section 8503.4, the Servicer may choose between the following two methods for calculating the new monthly payment amount:

- Reamortization of the Mortgage based on the interest rate of 6%, or
- Implementation of the 6% rate using the original amortization schedule

(a) Revised interest rate, reamortized Mortgage

This method applies in calculating the principal and interest (P&I) payment amount both at:

- The interest rate of 6%
- The reinstated contractual rate of interest

The Servicer must use the following formula:

$$P\&I = \frac{a \times (b/12)}{1 - (1 + b/12)\text{-}c}$$

a = Mortgage UPB

1. For 6% rate: scheduled UPB after application of the last payment made before the Due Date of the first payment at 6%
2. For reinstatement to contractual rate: scheduled UPB after application of the last payment made before the Due Date of the second payment due one year after the Servicemember's Period of Military Service ends

b = interest rate

1. Rate applicable to the rate cap period: 6%
2. Rate applicable when reinstated to contractual rate: for fixed-rate Mortgages, use the original Note rate; for ARMs, use the current applicable index plus margin

c = actual number of remaining payments, using a calculated term to maturity

(b) 6% rate cap, original amortization schedule

Under this method, the Servicer must calculate the Borrower's monthly P&I at 6% as follows:

d + e = monthly P&I

d = scheduled principal as calculated per amortization schedule in effect before rate cap

e = accrued interest = prior ending UPB x (.06/12)

Upon reinstatement to the contractual rate of interest, the P&I amount will correspond to the amortization schedule in effect before the rate cap.

8503.6: Application of payments on SCRA-capped Mortgages (03/02/16)

Monthly payments made by Servicemembers on SCRA-capped Mortgages must be applied in accordance with Section 8103.4.

8503.7: Accounting reports and remittances for SCRA-capped Mortgages (03/02/16)

The Servicer must report each SCRA-capped Mortgage in accordance with Section 8303.28. Net yield interest due must be calculated based on the current Accounting Net Yield rate. The Servicer will receive credit for the interest rate differential, which is defined as follows:

- Interest rate differential = Accounting Net Yield less adjusted interest rate
- Adjusted interest rate, whole Mortgage or participation with Note Rate higher than net yield = 6% less Servicing fee paid to the Servicer
- Adjusted interest rate, participation Mortgage with Note Rate lower than net yield = (6% divided by original coupon) multiplied by original Accounting Net Yield

Each month the Servicer must calculate the interest rate differential reimbursement due to the Servicer for the interest rate differential on each SCRA-capped Mortgage. The Servicer must also deposit the full contractual monthly payment into the Servicer's Freddie Mac Principal and Interest Custodial account each month.

To effectively manage Mortgages that are eligible for the SCRA interest rate cap, Servicers should take the following steps:

- Notify Freddie Mac via CSV file (see Exhibit 71, CSV File Format to Report Loans Eligible for the SCRA Interest Rate Subsidy) of each new Mortgage that becomes eligible for the SCRA interest rate cap

- Request reimbursement of the interest rate differential on a monthly (or quarterly) basis via text file. (See Exhibit 72, Text File Format to Request SCRA Interest Rate Differential.)

- Remove the loan from the text file (see Exhibit 72) and revert the Mortgage to the normal contractual interest rate 12 months after the end date of the Servicemember's Period of Military Service

Adjustments to each SCRA-capped Mortgage for the previous month must be reported via text file (see Exhibit 72) to Freddie Mac **(see Directory 3)** monthly, or if the Servicer chooses on a quarterly basis, not later than the 5th Business Day after the accounting cutoff date.

Freddie Mac will enter the total credit in the "Adjustment Line" of the Monthly Account Statement (MAS) and will apply the credit against the amount the Servicer remits for that monthly accounting cutoff by reducing the Servicer's cash remittance and make the appropriate adjustment to the Principal and Interest Custodial Account. The amount of Principal and Interest due must be remitted in accordance with Sections 8302.13 through 8303.16, 8303.18 and 8303.19.

If, prior to the end of the month, an SCRA-capped Mortgage pays off or is involved in a Transfer of Servicing, or if the Servicemember's Period of Military Service ends, the Servicer must complete a separate text file (see Exhibit 72) for the affected Mortgage and submit it to Freddie Mac **(see Directory 3)** within five Business Days.

If the Servicer disagrees with the interest credit Freddie Mac gives the Servicer, the Servicer must notify Freddie Mac **(see Directory 3)** in writing within 30 days of the date of the MAS. The notification must state:

1. The Seller/Servicer number

2. The applicable Freddie Mac loan number(s)

3. A brief description of the problem

4. The unpaid balance for any disputed credit

5. Military orders* supporting the relief period requested

*References to "military orders" in the Guide include the alternative documentation outlined in Section 8503.2 that Servicers may accept in lieu of official military orders.

The Internal Revenue Service (IRS) Form 1098, Mortgage Interest Statement, that the Servicer files in accordance with Section 8106.2 should reflect the reduced interest amount paid by the Borrower during the rate cap period.

8503.8: Rate changes on SCRA-capped ARMs (03/02/16)

Freddie Mac notifies the Servicer of Accounting Net Yield changes on ARMs in accordance with Section 8502.2. When monthly net yield interest is reported on the Loan-Level Transaction for an SCRA-capped adjustable Mortgage, the Servicer must calculate the interest based on the new net yield shown in Freddie Mac's Notification of ARMs Group Net Yield Adjustment.

Freddie Mac will calculate the interest credit due to the Servicer in accordance with Section 8503.7.

8503.9: Servicing compensation for SCRA-capped Mortgages (03/02/16)

The Servicer's compensation for Servicing an SCRA-capped Mortgage will be as follows:

(a) Whole loan

The Servicing Spread will remain at the rate in effect before the first month to which the rate cap applies.

(b) Participation

The Servicing Spread will remain at the rate in effect before the first month to which the rate cap applies. If the Note Rate is less than the Accounting Net Yield, the Servicer must, before the first accounting cutoff for which the rate cap is effective, contact the Servicer's investor reporting specialist **(see Directory 3)** to verify the Servicing Spread amount.

8503.10: Retroactive rate cap for SCRA-capped Mortgages (03/02/16)

Retroactive application of the SCRA rate cap under Section 8503.4 must be processed as follows:

(a) Reimbursement to the Servicemember

The Servicer must calculate the difference between the amount of interest paid by the Servicemember at the contractual rate of interest and the amount of interest due at 6%, for the applicable benefit period. At the Servicemember's option, the resulting amount may be credited to the UPB of the Mortgage or to reduce monthly Escrow installments, or refunded to the Servicemember.

(b) Reimbursement to the Servicer

The Servicer must calculate the credit that results from the retroactive interest rate differential and notify Freddie Mac **(see Directory 3)** of the amount of the credit the Servicer is claiming (see Section 8503.7). Freddie Mac will validate the credit amount the Servicer requests and enters it on the "Adjustment Line" of the Servicer's Monthly Account Statement (MAS).

Chapter 8601: Servicing Requirements for Senior Subordinate Mortgages

8601.1: Servicing Senior Subordinate Mortgages (03/02/16)

The brown font text used throughout this chapter denotes the special requirements for Servicing Senior Subordinate Mortgages. Text in black or green font denotes general Servicing requirements that also apply elsewhere in the Guide.

Servicers of Senior Subordinate Mortgages must comply with all Servicing requirements of the Guide, including the additional Servicing requirements specified in this chapter that are applicable only to Senior Subordinate Mortgages. Freddie Mac will provide prior written notice to the Servicer of the date on which a Freddie Mac-Owned Mortgage becomes a Senior Subordinate Mortgage subject to the requirements set forth in this chapter. In any Guide section that requires a Servicer to act in Freddie Mac's best interests, Servicers of a Senior Subordinate Mortgage must continue to do so on behalf of Freddie Mac in its capacity as trustee and/or master servicer of a Senior Subordinate Trust. Unless a Servicer receives notification from Freddie Mac that it services a Senior Subordinate Mortgage, the Servicer must not apply any of the requirements set forth in this chapter, but rather, should continue Servicing in accordance with all other Servicing requirements of the Guide and applicable Purchase Documents. If any Servicing requirement in this Chapter 8601 is inconsistent with a Servicing requirement set forth elsewhere in the Guide, the Servicer must comply with the Servicing requirement set forth in this Chapter 8601 with respect to any Senior Subordinate Mortgage or Senior Subordinate Trust.

8601.2: Key terms and definitions used in this chapter (03/02/16)

The brown font text used throughout this chapter denotes the special requirements for Servicing Senior Subordinate Mortgages. Text in black or green font denotes general Servicing requirements that also apply elsewhere in the Guide.

A Servicer that receives a notice that it services a Senior Subordinate Mortgage should be familiar with the following terms.

Senior Subordinate Mortgage – A Senior Subordinate Mortgage is a Mortgage previously owned by Freddie Mac that Freddie Mac has transferred to a Senior Subordinate Trust.

Senior Subordinate Trust – A securitization trust formed by Freddie Mac into which Freddie Mac transfers ownership of certain Freddie Mac-Owned Mortgages, which become Senior Subordinate Mortgages upon transfer; Freddie Mac may serve as trustee, master servicer, master

custodian and, with respect to certain securities issued by the Trust, guarantor of payments owed on those securities.

Freddie Mac-Owned Mortgage – Any Mortgage purchased by Freddie Mac that is owned by Freddie Mac, in whole or in part, and which currently is not owned by a securitization trust or deposited into a pool backing participation certificates.

Freddie Mac Guaranteed Mortgage – Any Mortgage purchased by Freddie Mac that is then deposited into or transferred to a securitization trust for which Freddie Mac is a guarantor of some or all of the payments owed to holders of the securities issued by that trust.

8601.3: Chapter contents (03/02/16)

The brown font text used throughout this chapter denotes the special requirements for Servicing Senior Subordinate Mortgages. Text in black or green font denotes general Servicing requirements that also apply elsewhere in the Guide.

This chapter sets forth requirements specific to Senior Subordinate Mortgages.

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8601.4: Freddie Mac's rights and Servicer rights, duties and obligations (03/02/16)

The brown font text used throughout this chapter denotes the special requirements for Servicing Senior Subordinate Mortgages. Text in black or green font denotes general Servicing requirements that also apply elsewhere in the Guide.

Freddie Mac retains all rights and remedies set forth in the Guide, including, but not limited to, Section 8101.9, except as modified below with respect to the rights set forth in Sections 9204.3, 7101.2(d), 9301.37 and 9301.38.

Unless otherwise specified in this chapter, a Servicer of a Senior Subordinate Mortgage shall continue to have the same rights, duties and obligations with respect to Freddie Mac as it does as a Servicer of any other Freddie Mac-Owned or Guaranteed Mortgage. Consistent with Section 8101.10, the Servicer shall remain an independent contractor of Freddie Mac. The Servicer may enter into a contract with a Senior Subordinate Trust provided it first obtains written approval from Freddie Mac. Except as specified in a contract between the Servicer and Senior Subordinate

Trust, a Servicer of Senior Subordinate Mortgages will not owe any duties or obligations to a Senior Subordinate Trust nor will it have any rights against the Senior Subordinate Trust.

Freddie Mac's rights

Consistent with Section 9204.3, Freddie Mac's approval or settlement of a workout does not limit its right to review the Mortgage file and invoke its remedies under the Guide. If Freddie Mac determines as a result of its review of the Mortgage file or otherwise discovers any failure by a Servicer to comply with Servicing requirements of the Guide or any other Purchase Documents, Freddie Mac has the right to require the Servicer to:

1. Compensate Freddie Mac and hold it harmless for any loss, damage or expense (including court costs, attorney fees and incentive payments) incurred by Freddie Mac, and/or

2. Repurchase a Mortgage that Freddie Mac repurchased from a Senior Subordinate Trust at any time under any of the circumstances outlined in Section 3602.2

Unauthorized Transfer of Servicing

With respect to the rights set forth in Section 7101.2(d) regarding a Servicer's transfer of its Servicing portfolio (in whole or in part) without Freddie Mac's prior written approval will result in the assessment of a compensatory fee as determined by Freddie Mac not to exceed 1% of the Senior Subordinate Trust's share of the UPB of the Mortgages that are being transferred.

8601.5: Limited power of attorney (03/02/16)

The brown font text used throughout this chapter denotes the special requirements for Servicing Senior Subordinate Mortgages. Text in black or green font denotes general Servicing requirements that also apply elsewhere in the Guide.

Each Senior Subordinate Trust appoints Freddie Mac as attorney-in-fact to act on behalf of each Senior Subordinate Trust for purposes of signing all documents necessary to service the Senior Subordinate Mortgage, pursue foreclosure, release the lien, endorse the Note and execute other instruments and documents in connection with the Senior Subordinate Mortgage, take title to the Mortgaged Premises as a result of a deed-in-lieu of foreclosure or foreclosure sale, sell the Senior Subordinate Trust's REO and take all other necessary actions in connection with the Servicing of a Senior Subordinate Mortgage and for the preservation, maintenance and disposition of REO owned by the Senior Subordinate Trust. Further, each Senior Subordinate Trust authorizes Freddie Mac to further delegate to Servicers Freddie Mac's authority to act as attorney-in-fact on behalf of each Senior Subordinate Trust for the purposes stated above and, in furtherance of such authority, Freddie Mac has provided the Servicer with a limited power of attorney to act as attorney-in-fact on behalf of each Senior Subordinate Trust.

Before exercising the authority delegated by Freddie Mac under the limited power of attorney, the Servicer must determine, in consultation with its retained counsel, whether the Servicer may,

under applicable law, rely on the limited power of attorney before pursuing foreclosure on behalf of the Senior Subordinate Trust or otherwise exercising the authority set forth in the limited power of attorney in connection with the Servicer's Servicing of a Senior Subordinate Mortgage and/or taking action in connection with the preservation, management or disposition of the REO. If the Servicer determines that it is unable to rely on the limited power of attorney in connection with its intended exercise of any of the authority granted under the limited power of attorney in connection with its obligations under the Guide, then the Servicer must notify Freddie Mac **(see Directory 5)** and await further instructions.

8601.6: Requesting a limited power of attorney (03/02/16)

The brown font text used throughout this chapter denotes the special requirements for Servicing Senior Subordinate Mortgages. Text in black or green font denotes general Servicing requirements that also apply elsewhere in the Guide.

A Servicer that has determined they are in need of one or more limited powers of attorney in order to properly service one or more Senior Subordinate Mortgages must submit a request to Freddie Mac **(see Directory 5)** that includes the following:

1. The name of the applicable Senior Subordinate Trust, including the associated Series number

2. The legal name of the Servicer

3. A statement, in the subject line of the request, that specifies the request is for a limited power of attorney on behalf of a Senior Subordinate Trust

4. The number of limited powers of attorney requested

5. A shipping label, included as an attachment, listing the name, mailing address, and phone number of the Servicer employee that will receive the limited powers of attorney

8601.7: Servicer use of Servicing tools and Systems (03/02/16)

The brown font text used throughout this chapter denotes the special requirements for Servicing Senior Subordinate Mortgages. Text in black or green font denotes general Servicing requirements that also apply elsewhere in the Guide.

Any license, user agreement, term of use or similar document or requirement set forth in the Guide or other Purchase Document applicable to a Servicer's electronic communications with Freddie Mac or the Servicer's use of any Servicing tools or Systems* in connection with the Servicing of Mortgages under the Guide shall govern, and the same terms, conditions, and obligations and requirements shall apply to, a Servicer's electronic communications or use of any Servicing tools or Systems in connection with the Servicing of any Senior Subordinate Mortgage or REO owned by a Senior Subordinate Trust.

*For purposes of this section, "Systems" means any systems, computers, fax machines, other electronic devices, hardware, software and applications, web sites, Internet, private networks, telephone lines or wireless communications, proprietary coding, interfaces and/or connectivity, whether owned, leased, licensed or otherwise used by Freddie Mac, that Freddie Mac provides or makes available to the Servicer in connection with the Servicing of Freddie Mac-Owned or Guaranteed Mortgages and includes those Systems covered by Section 2401.1 and the Servicing tools listed in Exhibit 88, Servicing Tools.

If the license, user agreement, terms of use, or similar document in the Purchase Document does not expressly permit the Servicer to use such Servicing tools or Systems in connection with the Servicing of any Senior Subordinate Mortgage or REO owned by a Senior Subordinate Trust, such use is hereby deemed permitted, but subject to and conditioned on all other terms, conditions, obligations and limitations applicable to the Servicer's use of the such Servicing tools or Systems contained in the applicable license, user agreement, terms of use or similar document in the Guide or applicable Purchase Document (including, but not limited to, all "as is" language, all liability limitations, and any restrictions governing use by third parties).

8601.8: Borrower inquiries (03/02/16)

The brown font text used throughout this chapter denotes the special requirements for Servicing Senior Subordinate Mortgages. Text in black or green font denotes general Servicing requirements that also apply elsewhere in the Guide.

This section has been adapted from Section 8101.5 to reflect special Servicing requirements for Senior Subordinate Mortgages.

The Servicer must respond promptly to any Borrower inquires about the ownership or assignee of a Senior Subordinate Mortgage. When responding to such inquiries the Servicer may, after verifying the Borrower's identity, inform the Borrower that:

- The Mortgage is owned by the Senior Subordinate Trust designated in the Freddie Mac notice informing the Servicer that the Mortgage became a Senior Subordinate Mortgage
- Freddie Mac is master servicer and trustee to the Senior Subordinate Trust; and
- The Servicer services the Mortgage in accordance with Freddie Mac's Servicing requirements, as required by the Senior Subordinate Trust

If the Servicer is unable, for instance, in a telephone conversation, to verify that it is the Borrower who is requesting the information, the Borrower must request the information in writing. If requested, in addition to the information in the preceding bullets, the Servicer must also provide the Borrower with Freddie Mac's address, telephone number and the Freddie Mac loan number associated with the Borrower's Mortgage.

The address and telephone number that the Servicer must provide to the Borrower are:

[Insert legal name of Senior Subordinate Trust]
c/o FREDDIE MAC, Trustee
8200 JONES BRANCH DRIVE
MCLEAN, VA 22102
(800) FREDDIE

If the Servicer provides the Borrower with the requested information by telephone, the Servicer must provide the same information to the Borrower in writing.

See Sections 7101.11 through 7101.13 and 8101.8 for additional Servicing obligations related to Borrower inquiries.

8601.9: IRS Form 1099-A, Acquisition or Abandonment of Secured Property (03/02/16)

The brown font text used throughout this chapter denotes the special requirements for Servicing Senior Subordinate Mortgages. Text in black or green font denotes general Servicing requirements that also apply elsewhere in the Guide.

This section has been adapted from Section 8106.3 to reflect special Servicing requirements for Senior Subordinate Mortgages.

The Servicer must provide Internal Revenue Service (IRS) Form 1099-A, Acquisition or Abandonment of Secured Property, to the IRS and the Borrower as required under Section 6050J of the Internal Revenue Code. This reporting must be done whenever a Senior Subordinate Trust or a third party acquires an interest in a property in full or partial satisfaction of the Senior Subordinate Trust's secured debt or when Freddie Mac or the Servicer knows or has reason to know that a property has been abandoned. For the purposes of filing these reports, the following definitions apply:

- The Senior Subordinate Trust acquires an interest in Mortgaged Premises either:
  - On the date of the foreclosure sale or the date the Borrower's right of redemption, if any, expires, whichever occurs later, and the Senior Subordinate Trust or the Servicer on the Senior Subordinate Trust's behalf is the winning bidder for the Mortgaged Premises, or

- ❑ At the time a deed-in-lieu of foreclosure is recorded

- A third party acquires an interest at the time of the foreclosure sale

- Abandonment has occurred when Freddie Mac or the Servicer has reason to know from all the facts and circumstances concerning the status of the Mortgaged Premises that the Borrower intended to and has permanently discarded the property from use. If a Servicer determines that an abandonment has occurred and expects to commence foreclosure proceedings within three months, the reporting obligation generally arises at the end of the three-month period.

The following events trigger the reporting requirement:

- Acquisition by the Senior Subordinate Trust (the Senior Subordinate Trust acquires the Mortgaged Premises at a foreclosure sale or by deed-in-lieu of foreclosure)

- Third-party sale (a third-party acquires the Mortgaged Premises at a foreclosure sale)

- HUD, RHS or VA acquisition (the Mortgaged Premises were acquired by HUD, RHS or the VA)

- Abandonment (the Mortgaged Premises have been abandoned, three months have passed and foreclosure proceedings have not begun)

A completed IRS Form 1099-A must be filed electronically with the IRS on or before March 31 of the year following the calendar year in which the reportable event occurred. The Servicer must also furnish the Borrower with an information statement on or before January 31 of that year. The requirement for furnishing such statement to the Borrower can be satisfied by sending a completed IRS Form 1099-A to the Borrower's last known address. The form must name the Senior Subordinate Trust that owns the Mortgage and identify it as the owner of the Mortgage, name Freddie Mac trustee to that Senior Subordinate Trust, list Freddie Mac's address and include a statement that the information is being reported to the IRS. On the form, the "account number" should include the nine-digit Freddie Mac loan number, followed by one space and the six-digit Servicer number.

See Section 8601.13 in the event that both IRS Form 1099-A and IRS Form 1099-C, Cancellation of Debt, may be filed as the result of a cancellation of debt in connection with a foreclosure or similar action in the same year for the same Borrower.

Instructions for completing IRS Form 1099-A are set forth in Form 1065A, Report of IRS Form 1099-A and Form 1099-C Filing for a Senior Subordinate Trust. Servicers must comply with the IRS's and the various States' requirements, as amended from time to time, for filing IRS Form 1099-A. Servicers should consult with either their tax advisors or the IRS concerning questions on such requirements.

The Servicer must file all IRS Forms 1099-A with the IRS electronically.

(a) Electronic reporting

Servicers must file their reports with the IRS no later than March 31 of the year following the calendar year in which the reportable event occurred. Even though a Servicer reports to the IRS electronically, the Servicer must provide a copy of the IRS Form 1099-A to the Borrower (copy B) and to those States that require it (copy C). Copy B must be furnished to the Borrower on or before January 31 of the year following the reportable event.

IRS requirements for filing electronically are set forth in IRS Publication 1220, *Specifications for Electronic Filing of Forms 1097, 1098, 1099, 3921, 3922, 5498, 8935, and W2-G*. A Servicer may request this publication by downloading it from the IRS web site at **www.irs.gov** or by calling the IRS at 1-800-TAX-FORM (1-800-829-3676).

When filing electronically, the Servicer must:

- Insert appropriate header information on the electronic report it files with the IRS in accordance with the following record description:

Field Name	Data Description
"A" Record	
Payer's TIN	[Insert Senior Subordinate Trust's TIN as provided in the written notice from Freddie Mac]
First payer name line	[Insert name of Senior Subordinate Trust as provided in the written notice from Freddie Mac]
Payer shipping address	c/o Freddie Mac, Trustee for [insert name of Senior Subordinate Trust]
Payer shipping address	8200 Jones Branch Drive
Payer city, State and zip	McLean, VA 22102-3100
"B" Record	
Payer's account number	The nine-digit Freddie Mac loan number and the six-digit Seller/Servicer number, separating these two numbers by one space

- Notify Freddie Mac that the Servicer reported to the IRS electronically:
  - When the report is sent to the IRS, the Servicer must submit Form 1065A to Freddie Mac **(see Directory 3)**
  - A Servicer should not send Freddie Mac copies of the report that it filed with the IRS

(b) Correcting or voiding previously submitted IRS Forms 1099-A

To correct or void a previously submitted IRS Form 1099-A, the Servicer must refer to IRS requirements to determine how to report either for electronic corrections, or voids. To avoid or minimize penalties that may be imposed by the IRS, the Servicer must report corrections or voids to the IRS when an error is discovered. When corrections or voids are submitted to the IRS, a copy of Form 1065A must be submitted to Freddie Mac **(see Directory 3)**. Form 1065A should indicate the number of corrected or voided IRS Forms 1099-A submitted to the IRS.

(c) Filing accuracy and documentation

Servicers are responsible for completing the IRS Form 1099-A and for providing the information to the IRS and to the Borrower in a timely and accurate manner. The Servicer must maintain copies of all statements and reports that Freddie Mac requires the Servicer to provide directly to the Borrowers and the IRS in compliance with Section 6050J of the Internal Revenue Code. The Servicer must make such copies available for examination by Freddie Mac upon request until Freddie Mac agrees, in writing, that such records may be destroyed.

If the IRS penalizes Freddie Mac or any Senior Subordinate Trust or assesses any fee for failure to produce such information or because a Servicer failed to file a return or statement or filed an untimely, incorrect or incomplete return or statement, the Servicer will be required to reimburse Freddie Mac for all costs incurred by Freddie Mac or any Senior Subordinate Trust as a result of such penalty or assessment and an amount representing Freddie Mac's or any Senior Subordinate Trust's total tax liability resulting from such reimbursement. Such reimbursement will not be required if the Servicer can show that it met the filing requirements.

8601.10: IRS Form 1099-C, Cancellation of Debt (03/02/16)

The brown font text used throughout this chapter denotes the special requirements for Servicing Senior Subordinate Mortgages. Text in black or green font denotes general Servicing requirements that also apply elsewhere in the Guide.

This section has been adapted from Section 8106.4 to reflect special Servicing requirements for Senior Subordinate Mortgages.

The Servicer must report cancellations of Borrowers' mortgage debt on Internal Revenue Service (IRS) Form 1099-C, Cancellation of Debt, as required under Section 6050P of the Internal Revenue Code for all cancellations of mortgage debt of $600 or more occurring on or after January 1, 2005, with respect to any Senior Subordinate Mortgage. IRS Form 1099-C must be filed regardless of whether the Borrower must report the cancellation of debt as income.

Form 1065A, Report of IRS Form 1099-A and Form 1099-C Filing for a Senior Subordinate Trust, includes instructions for completing IRS Form 1099-C.

(a) Coordination with IRS Form 1099-A, Acquisition or Abandonment of Secured Property

If, in the same calendar year, the Servicer cancels a debt in connection with a foreclosure or abandonment of the Mortgaged Premises, it is not necessary to file both IRS Form 1099-A, Acquisition or Abandonment of Secured Property (see Section 8601.9), and IRS Form 1099-C for the same Borrower. The Servicer will meet the filing requirement for IRS Form 1099-A

by completing boxes 4, 5 and 7 on IRS Form 1099-C. However, the Servicer may complete both IRS Forms 1099-A and 1099-C separately; in that case do not complete boxes 4, 5 and 7 on IRS Form 1099-C. (See Form 1065A for filing instructions for IRS Forms 1099-A and 1099-C.)

(b) Requesting taxpayer identification numbers (TINs)

A Servicer must make a reasonable effort to obtain the correct name and TIN of the Borrower whose debt was cancelled. If the Servicer does not obtain the TIN before the debt is cancelled, it must request the Borrower's TIN. Such request must clearly notify the Borrower that the IRS requires the Borrower to furnish the TIN and that failure to furnish such TIN subjects the Borrower to a $50 penalty imposed by the IRS. Use IRS Form W-9, Request for Taxpayer Identification Number and Certification, to request the TIN. However, a Borrower is not required to certify the TIN under penalties of perjury.

(c) Exceptions

The Servicer is not required to report the following on IRS Form 1099-C:

(i) Certain bankruptcies

Debt cancelled in bankruptcy is not reported unless the debt was incurred for business or investment purposes. Senior Subordinate Mortgages may be incurred either for personal purposes or for business or investment purposes. Thus, Servicers should only file IRS Form 1099-C for discharges of debt in bankruptcy if they are aware that the Borrower is holding the property for investment and not as a Primary Residence or second home, such as in the case of an Investment Property Mortgage, determined at origination. In that case, report debt cancelled for the later of:

- The year in which the amount of cancelled debt first can be determined, or
- The year in which the debt is cancelled in bankruptcy

(ii) Interest

Servicers do not need to include interest as part of the cancelled debt in box 2. However, if interest is reported as part of the cancelled debt in box 2, show the interest separately in box 3.

(iii) Nonprincipal amounts

Nonprincipal amounts include penalties, fines, fees and administrative costs. These do not need to be reported.

(iv) Release of a Borrower

IRS Form 1099-C does not need to be filed if one of the Borrowers on a Senior Subordinate Mortgage is released as long as the remaining Borrowers remain liable for the full amount of the unpaid Mortgage.

(v) Guarantor or surety

IRS Form 1099-C does not need to be filed for a guarantor or surety. A guarantor is not a debtor for purposes of IRS Form 1099-C, even if demand for payment is made to the guarantor.

(vi) Multiple Borrowers

For Senior Subordinate Mortgages originated after 1994 that involve Borrowers who are jointly and severally liable for the Mortgage, report the entire amount of the cancelled debt on each Borrower's IRS Form 1099-C. Multiple Borrowers are jointly and severally liable for a debt if there is not clear and convincing evidence to the contrary. If it can be shown that joint and several liability does not exist, an IRS Form 1099-C is required for each Borrower for whom the Servicer cancelled a debt of $600 or more.

- For Senior Subordinate Mortgages originated before 1995, the Servicer must file IRS Form 1099-C only for the primary (or first-named) Borrower
- If the Servicer knows or has reason to know that the multiple Borrowers were husband and wife who were living at the same address when the debt was incurred, and it has no information that these circumstances have changed, the Servicer may file only one IRS Form 1099-C
- See the instructions to Form 1065A for the application of these rules to entity borrowers (e.g., estates or trusts)

(d) Definitions

For purposes of these reports, the following definitions apply:

- A debt may include all amounts owed, including stated principal, stated interest, fees, penalties, administrative costs, and fines. However, only stated principal is required to be reported. If accrued interest is included in the amount of the stated debt (in box 2), then it must be reported in box 3.
- A debt is cancelled on the date an identifiable event occurs. An identifiable event is:

  1. A discharge in bankruptcy under Title 11 of the U.S. Code (but see exceptions in Subsection 8601.10(c))
  2. A cancellation or extinguishment making the debt unenforceable in a receivership, foreclosure or similar proceeding

3. A cancellation or extinguishment when the statute of limitations for collecting the debt expires, or when the statutory period for filing a claim or beginning a deficiency judgment proceeding expires. Expiration of the statute of limitations is an identifiable event only when the Borrower's affirmative statute of limitations defense is upheld in a final judgment or decision of a court and the appeal period has expired.

4. A cancellation or extinguishment when deficiency rights were not preserved during the foreclosure process

5. A cancellation or extinguishment when Freddie Mac (or its vendor per Section 9601.1) makes the determination not to pursue a deficiency action post-foreclosure and notifies the Servicer of such determination

6. A cancellation or extinguishment when a creditor elects foreclosure remedies that by law end or bar the creditor's right to collect the debt. This event applies if collection is barred by local law after a "power of sale" in the Mortgage or deed of trust is exercised.

7. A cancellation or extinguishment due to a probate or similar proceeding

8. A discharge of indebtedness under an agreement with the debtor to cancel the debt at less than full consideration. Freddie Mac will advise the Servicer if such an agreement is reached with a Borrower.

9. A discharge of indebtedness because of a decision or a defined policy of the creditor to discontinue collection activity and cancel the debt. A creditor's defined policy can be in writing or an established business practice. A practice to stop collection activity and abandon a debt when a particular nonpayment period expires is a defined policy.

Facts and circumstances indicating that a debt was not cancelled include the existence of a lien relating to the debt (up to the value of the security) or the sale or packaging for sale of the debt by the creditor.

In the event of a foreclosure sale where deficiency rights were preserved, the Servicer must not initially file an IRS Form 1099-C. Freddie Mac will determine whether to pursue collection of the deficiency of that Mortgage. If Freddie Mac makes a determination not to pursue collection of the deficiency, we will notify the Servicer in the annual report described below and the Servicer must then file the IRS Form 1099-C.

Every January, Freddie Mac will produce an annual report, entitled "Servicer 1099-C Filing Report" within Default Reporting Manager℠ (which can be accessed via **http://www.freddiemac.com/singlefamily/service**) that will list all Freddie Mac-Owned or Guaranteed Mortgages whereby Freddie Mac has determined not to pursue collection of the deficiency on behalf of the Senior Subordinate Trust.

Servicers must review this report by the end of January annually, and ensure that a 1099-C, Cancellation of Debt, is filed with the IRS as required in Subsection 8601.10(e) and is provided to the Borrower as required in Subsection 8601.10(f).

To facilitate this annual review, from February 1 to December 31 each year, Freddie Mac will issue a monthly report providing a tentative aggregate list of Mortgages for which, as of the month prior to the report month, Freddie Mac has decided to not pursue collection of the deficiency. The monthly 1099-C filing report will be available within Default Reporting Manager℠ by the 22nd calendar day of each applicable month.

Servicers may use the information provided in the monthly 1099-C filing reports to prepare for the required annual review and any eventual 1099-C filings; however, as the status of the Mortgage and/or the cancellation of debt may change subsequent to any particular reports issuance, any Servicer that chooses to use the monthly reports in such a manner must, as part of the required annual review, reconcile any 1099-C filings prepared using information provided in the monthly reports with the information provided in the annual Servicer 1099-C Filing Report.

(e) Reporting IRS Form 1099-C to IRS

The Servicer must file IRS Forms 1099-C on the Senior Subordinate Trust's behalf. The Servicer must file all IRS Forms 1099-C with the IRS electronically. Paper filing is not an option.

IRS Publication 1220, *Specifications for Electronic Filing of Forms 1097, 1098, 1099, 3921, 3922, 5498, 8935, and W-2G*, sets forth the IRS requirements for filing electronic reports and corrections. The Servicer can obtain this publication by downloading it from the IRS web site at **www.irs.gov**, or by calling 1-800-TAX-FORM (1-800-829-3676).

When filing electronically through the IRS FIRE System, the Servicer must insert appropriate header information on the report it files with the IRS in accordance with the following record descriptions:

Field Name	Data Description
"A" Record	
Payer's TIN	[Insert Senior Subordinate Trust's TIN as provided in the written notice from Freddie Mac]
First payer name line	[Insert name of Senior Subordinate Trust as provided in the written notice from Freddie

	Mac]
Payer shipping address	c/o Freddie Mac, Trustee for [insert name of Senior Subordinate Trust]
Payer shipping address	8200 Jones Branch Drive
Payer city, State and zip	McLean, VA 22102-3100
"B" Record	
Payer's account number	The 9-digit Freddie Mac loan number and the 6-digit Seller/Servicer number, separating these two numbers by one space

Each Servicer must file its reports with the IRS not later than March 31 of the year following the calendar year in which the cancellation of debt occurs.

(f) Reporting to the Borrower

Even though a Servicer reports to the IRS electronically, the Servicer is still responsible for providing a paper copy of the IRS Form 1099-C to the Borrower (copy B) by January 31 of the year following the calendar year in which the cancellation of debt occurred. The Servicer can satisfy the requirement for furnishing such statement to the Borrower by sending a completed IRS Form 1099-C to the Borrower's last known address. The form must identify the Senior Subordinate Trust that owns the Senior Subordinate Mortgage, name Freddie Mac as Trustee to the Senior Subordinate Trust, list Freddie Mac's address and include a statement that the information is being reported to the IRS.

The Servicer is also required to file IRS Form 1099-C with any State that requires this filing in accordance with the State's filing deadlines.

(g) Notification to Freddie Mac of electronic reporting

The Servicer must notify Freddie Mac that the Servicer reported IRS Form 1099-C to the IRS. When the electronic report is sent to the IRS, the Servicer must submit Form 1065A to the attention of **(see Directory 3)**.

(h) Correcting or voiding previously submitted IRS Form 1099-C

To correct or void a previously submitted IRS Form 1099-C, the Servicer must refer to IRS requirements to determine how to report either electronic corrections or voids. To avoid or minimize penalties that may be imposed by the IRS, the Servicer must promptly report

corrections or voids to the IRS when an error is discovered. When the Servicer submits corrections or voids to the IRS, the Servicer must also submit a copy of Form 1065A to Freddie Mac **(see Directory 3)**. The Servicer must indicate on Form 1065A the number of corrected or voided IRS Forms 1099-C submitted to the IRS.

(i) Filing accuracy and documentation

Servicers are responsible for completing the IRS Form 1099-C and for providing the information to the IRS and to the Borrower in a timely and accurate manner. The Servicer must maintain copies of all statements and reports that Freddie Mac requires the Servicer to provide directly to the Borrowers and the IRS in compliance with Section 6050P of the Internal Revenue Code. The Servicer must make such copies available for examination by Freddie Mac upon request until Freddie Mac agrees, in writing, that such records may be destroyed (which will be a minimum of four years).

If the IRS penalizes Freddie Mac or the Senior Subordinate Trust or assesses any fees for failure to produce such information, or because the Servicer failed to file a return or statement, or filed an untimely, incorrect, or incomplete return or statement, the Servicer will be required to reimburse Freddie Mac for all costs incurred by Freddie Mac or any Senior Subordinate Trust as a result of such penalty or assessment and for the amount representing Freddie Mac's or any Senior Subordinate Trust's total tax liability resulting from such reimbursement. Freddie Mac will not require such reimbursement if the Servicer can show that it met the filing requirements.

8601.11: IRS Form 1099-MISC, Miscellaneous Income (03/02/16)

The brown font text used throughout this chapter denotes the special requirements for Servicing Senior Subordinate Mortgages. Text in black or green font denotes general Servicing requirements that also apply elsewhere in the Guide.

This section has been adapted from Section 8106.5 to reflect special Servicing requirements for Senior Subordinate Mortgages.

Servicers should not prepare or file Internal Revenue Service (IRS) Form 1099-MISC, Miscellaneous Income, using either Freddie Mac's or the Senior Subordinate Trust's names or Taxpayer Identification Numbers. The Servicer should consult with its tax advisor to review its reporting obligations with regard to the filing of IRS Form 1099-MISC.

8601.12: Intra-Servicer transfer of Mortgage Servicing (03/02/16)

The brown font text used throughout this chapter denotes the special requirements for Servicing Senior Subordinate Mortgages. Text in black or green font denotes general Servicing requirements that also apply elsewhere in the Guide.

An intra-Servicer transfer of Mortgage Servicing may be initiated by Freddie Mac in the event Freddie Mac:

- Is unable to transfer ownership of a Freddie Mac-Owned Mortgage from Freddie Mac to a Senior Subordinate Trust; or
- Repurchases a Senior Subordinate Mortgage from a Senior Subordinate Trust

In the event Freddie Mac is unable to transfer a Mortgage to a Senior Subordinate Trust or repurchases a Senior Subordinate Mortgage from a Senior Subordinate Trust, Freddie Mac will notify the Servicer that it must transfer that Mortgage to a Servicer number associated with other Freddie Mac-Owned Mortgages that the Servicer services for Freddie Mac. A Freddie Mac initiated intra-Servicer transfer of Mortgage Servicing will not be subject to the 45-day notification requirements applicable to a Transfer of Servicing nor will it be subject to any fee. For such intra-Servicer transfers of Mortgage Servicing, the Servicer must follow instructions to be provided by Freddie Mac to change the Servicer number associated with that Mortgage.

8601.13: Declination of the application for assumption (03/02/16)

The brown font text used throughout this chapter denotes the special requirements for Servicing Senior Subordinate Mortgages. Text in black or green font denotes general Servicing requirements that also apply elsewhere in the Guide.

This section has been adapted from Section 8406.8 to reflect special Servicing requirements for Senior Subordinate Mortgages.

If the application for a Mortgage assumption is declined, the Servicer must provide an adverse action notice to all applicable parties, or any other notice or disclosure required under the Equal Credit Opportunity Act, Fair Credit Reporting Act, Truth-in-Lending Act and any other applicable federal, State or local law. Neither Freddie Mac nor the Senior Subordinate Trust may be identified as a creditor in any notice or disclosure that may be required, as neither Freddie Mac nor the Senior Subordinate Trust is participating in the decision on the application.

8601.14: Modifying Exhibit 93 model letters for Senior Subordinate Mortgages (03/02/16)

The brown font text used throughout this chapter denotes the special requirements for Servicing Senior Subordinate Mortgages. Text in black or green font denotes general Servicing requirements that also apply elsewhere in the Guide.

When denying a Borrower for a loan modification of a Senior Subordinate Mortgage based on the First Complete Borrower Response Package, the Servicer must amend the appropriate Exhibit 93, Evaluation Model Clauses, model clause language pertaining to the Mortgage Servicing Regulatory Notice and Right of Appeal by adding the following sentence after the phrase "**You were not approved for a loan modification Trial Period Plan**"

> ***Your Mortgage is owned by [name of Senior Subordinate Trust], which requires your loan to be serviced in accordance with the servicing requirements of Freddie Mac, the Master Servicer of your Mortgage Loan***

and deleting the phrase **"the owner of your Mortgage loan**" after "**Freddie Mac**" in the sentence that currently reads:

> ***You were evaluated for mortgage payment assistance based on the eligibility requirements of Freddie Mac, the owner of your mortgage loan***

Use of the model clauses in Exhibit 93 is optional, and the Servicer may, instead, choose to use customized equivalent model clauses when meeting this requirement; however, as with Exhibit 93 model clauses, any equivalent model clauses, prior to use by the Servicer, must be modified, where applicable, to identify the appropriate Senior Subordinate Trust as the owner of a Senior Subordinate Mortgage, instead of Freddie Mac, and also identify Freddie Mac as the master servicer of the Senior Subordinate Mortgage, instead of as the owner. Further, these model clauses should inform the Borrower that the Borrower's Senior Subordinate Mortgage is, as obligated by the Senior Subordinate Trust, serviced in accordance with Freddie Mac's Servicing requirements and that any eligibility decisions were made in accordance with those requirements.

8601.15: General requirements for Freddie Mac Default Legal Matters (03/02/16)

The brown font text used throughout this chapter denotes the special requirements for Servicing Senior Subordinate Mortgages. Text in black or green font denotes general Servicing requirements that also apply elsewhere in the Guide.

This section has been adapted from Section 9301.2 to reflect special Servicing requirements for Senior Subordinate Mortgages.

When following the requirements provided in Chapter 9301 while processing Freddie Mac Default Legal Matters, the Servicer must comply with:

1. The terms and conditions of the Mortgage documents, including the Note
2. Applicable federal, State and local laws and customs
3. Requirements of the FHA, VA, RHS or MI, if applicable
4. The Guide and other Purchase Documents
5. The limited power of attorney granted to the Servicer by Freddie Mac on behalf of the Senior Subordinate Trust

8601.16: Referral to foreclosure documentation requirements (03/02/16)

The brown font text used throughout this chapter denotes the special requirements for Servicing Senior Subordinate Mortgages. Text in black or green font denotes general Servicing requirements that also apply elsewhere in the Guide.

This section has been adapted from Section 9301.9 to reflect special Servicing requirements for Senior Subordinate Mortgages.

For a Senior Subordinate Mortgage, appropriate foreclosure documentation includes, but is not limited to, all documents required by the foreclosure counsel to complete the first legal action. The Servicer must continue to comply with applicable law, but at a minimum, must supply the foreclosure counsel with the following:

1. A statement that informs foreclosure counsel that the Senior Subordinate Mortgage is owned by a Senior Subordinate Trust and that also provides counsel with the name of the Senior Subordinate Trust
2. A copy of the limited power of attorney provided to the Servicer by Freddie Mac authorizing the Servicer to pursue foreclosure on behalf of the Senior Subordinate Trust
3. Instructions, given along with the limited power of attorney, requiring foreclosure counsel to inform the Servicer if counsel determines upon referral or at any later time that the limited power of attorney provided to the Servicer by Freddie Mac cannot be relied upon under applicable law*

4. Copies of the Note (or the original Note if required by applicable law) evidencing the indebtedness along with any intervening assignments, endorsements, or any applicable modifying instrument, such as a modification agreement, a conversion agreement or an assumption of indebtedness and release of liability agreement

5. Mortgage or deed of trust

6. Copy of the original title insurance policy

7. Copy of the breach, acceleration or demand letter sent to the Borrower

8. Military affidavits

9. Executed Substitution of Trustee, as necessary

10. Payoff statement with per diem interest as of the date of the foreclosure referral

11. Send foreclosure counsel the following information by facsimile transmission or other electronic means:

    - Name, mailing address and telephone number of the Borrower(s)

    - Property address (if different from the Borrower's mailing address)

    - A statement that the Senior Subordinate Mortgage is a Freddie Mac Guaranteed Mortgage and include the nine-digit Freddie Mac loan number

    - Name and address of the person to contact in the Servicer's foreclosure department

*The Servicer must comply with any applicable requirements in Section 8601.7 if the Servicer makes the determination, on advice of foreclosure counsel or otherwise, that the limited power of attorney cannot be relied upon and the Servicer has also determined that a limited power of attorney issued directly by the Senior Subordinate Trust and/or action by Freddie Mac, such as the execution of documents, is necessary to the proper Servicing of the Senior Subordinate Mortgage.

Referral to foreclosure documentation requirements on a Senior Subordinate Mortgage secured by a Manufactured Home

In addition to the above requirements, if the Mortgage is secured by a Manufactured Home, the Servicer must notify the foreclosure counsel that the property is a Manufactured Home when it submits the case to the foreclosure counsel. The Servicer must also provide the foreclosure counsel with evidence that the property is legally classified as real property under the laws in the State where the property is located.

(a) Evidence that the property is real property in a non-certificate of title State

The Servicer must provide the foreclosure counsel with copies of the following documentation in non-certificate of title States (see Section 5703.7) evidencing that the Manufactured Home and the land are real property under the laws of the State where the property is located:

- Information stating the legal basis (statutory or common law) for determining that the Manufactured Home is real property that is exempt from certificate of title requirements. This information may be included in the documentation received at origination of the Senior Subordinate Mortgage from the title insurance company that the Manufactured Home is real property, and

- Evidence that a certificate of title has not been issued, such as the manufacturer's statement of origin, if the manufacturer's statement of origin is not required to be surrendered to a State agency

(b) Evidence that the property is real property in a certificate of title surrender State

The Servicer must provide the foreclosure counsel with copies of the following documentation in certificate of title surrender States (see Section 5703.7) evidencing that the Manufactured Home and the land are real property under the laws of the State where the property is located:

- A certificate of cancellation, notification letter or other acknowledgment from the Department of Motor Vehicles (DMV) or the appropriate State agency to which the certificate of title was surrendered, or a copy of the documents submitted in connection with the surrender along with evidence that the documents were delivered and received by the appropriate State agency, and

- Copies of the documents, such as an affidavit of affixture, recorded in the land records as part of the title surrender procedures to show the Manufactured Home has been converted to real property

(c) Evidence of clear and marketable title to the Manufactured Home and land in certificate of title States

The Servicer must provide the foreclosure counsel with the following documentation in certificate of title States (see Section 5703.7) evidencing the Borrower's ownership of both the Manufactured Home and the land on which it is permanently affixed and documentation evidencing that the land is legally classified as real property under the laws in the State where the property is located:

- The original or a copy of the certificate of title showing the Borrower as owner of the Manufactured Home. The certificate of title must have a notation of the original Seller/Servicer's security interest in the Manufactured Home in the name of the Seller and its successors in interest and assigns and have a notation of all intervening

assignments from the original mortgagee to each successive Servicer, ending with the current Servicer, and

- A copy of the deed evidencing ownership of the land showing the owner of the land on the deed to be identical to the owner of the Manufactured Home on the certificate of title

This and any other relevant information must be provided within five days of the referral to foreclosure so that the foreclosure counsel has the information necessary to simultaneously enforce the liens (whenever possible) and so as not to unnecessarily lengthen the foreclosure process.

8601.17: Foreclosing in the Servicer's name (03/02/16)

The brown font text used throughout this chapter denotes the special requirements for Servicing Senior Subordinate Mortgages. Text in black or green font denotes general Servicing requirements that also apply elsewhere in the Guide.

This section has been adapted from Section 9301.12 to reflect special Servicing requirements for Senior Subordinate Mortgages.

(a) Conducting the foreclosure

The Servicer must instruct the foreclosure counsel to process the foreclosure in the Servicer's name and in a manner that would avoid any obligation to pay a transfer tax. However, the Servicer may instruct foreclosure counsel to conduct the foreclosure in the Senior Subordinate Trust's name if applicable law:

- Precludes the Servicer from conducting the foreclosure in its name because it owns or services a subordinate Mortgage on the Mortgaged Premises, or

- Requires the foreclosure to be processed in the Senior Subordinate Trust's name to avoid any obligation to pay a transfer tax and foreclosure counsel could not otherwise process the foreclosure in a manner that would successfully avoid imposition of the transfer tax obligation

When Servicing Senior Subordinate Mortgages, the Servicer may not, under any circumstance, foreclose or take title in Freddie Mac's name, even if doing so would be necessary to avoid any obligation to pay a transfer tax.

For these special circumstances, the Servicer does not need to obtain written approval but must notify Freddie Mac within two Business Days of the Servicer's determination to foreclose in the Senior Subordinate Trust's name and record the basis of the decision in the Mortgage file. All notifications must be sent via e-mail **(see Directory 5)**. For all other circumstances in which the Servicer may need to instruct foreclosure counsel to conduct the foreclosure in the Senior Subordinate Trust's name, the Servicer must obtain written

approval from Freddie Mac (refer to Section 8601.24 regarding initiating legal actions on the Senior Subordinate Trust's behalf).

When processing the foreclosure in the Senior Subordinate Trust's name, all pleadings and related documents must comply with Section 8601.24. The Servicer remains obligated to notify Freddie Mac pursuant to Section 9501.12 in the event that any foreclosure conducted in the Senior Subordinate Trust's name evolves into a non-routine litigation matter (see Section 8601.24).

When a Servicer conducts the foreclosure in the Senior Subordinate Trust's name, the Servicer is not permitted to have the same foreclosure counsel represent the Servicer or another lien holder in the same proceeding. Freddie Mac, as master servicer and/or trustee of the Senior Subordinate Trust, does not consent to dual representation of the Senior Subordinate Trust and another lien holder on the same property.

(b) Executing documents

If Freddie Mac needs to execute a document for the Servicer to process the foreclosure, or execute a document related to a foreclosure sale, the Servicer must submit Form 105, Multipurpose Loan Servicing Transmittal, to Freddie Mac **(see Directory 5)** with all supporting documentation, which may include, but is not limited to, the last recorded document in the chain of title, and include the document Freddie Mac needs to execute.

If an assignment of the Security Instrument to the Senior Subordinate Trust has been recorded and the Servicer is conducting the foreclosure in the Servicer's name, then the Security Instrument must be assigned back to the Servicer before the foreclosure counsel files the first legal action. Refer to Section 9301.16 for an explanation of first legal action.

The limited power of attorney provided to the Servicer by Freddie Mac authorizing the Servicer to pursue foreclosure on behalf of the Senior Subordinate Trust should provide the Servicer with the authority to assign the Security Instrument assigned back to the Servicer. The Servicer must comply with any applicable requirements in Section 8601.5 if the Servicer makes the determination that the limited power of attorney granted to the Servicer by Freddie Mac cannot be relied upon under the applicable State or local law.

If the Servicer is foreclosing on a Senior Subordinate Mortgage registered with MERS®, the Servicer must prepare and execute (using the Servicer's employee who is a MERS authorized "signing officer") an assignment of the Security Instrument from MERS to the Servicer. The Servicer must record the prepared assignment where required by State law. State mandated recordings are non-reimbursable by Freddie Mac, are not considered part of the Freddie Mac allowable foreclosure counsel fees and must not be billed to the Borrower.

If the Senior Subordinate Mortgage is an FHA, Section 502 GRH or VA Mortgage, then the Servicer must follow FHA, RHS or VA guidelines to determine in whose name the foreclosure action should be brought.

Refer to Sections 6301.6 and 6301.8 for additional information on Freddie Mac's requirements for assignments of the Security Instrument.

8601.18: Expedited foreclosures (03/02/16)

The brown font text used throughout this chapter denotes the special requirements for Servicing Senior Subordinate Mortgages. Text in black or green font denotes general Servicing requirements that also apply elsewhere in the Guide.

This section has been adapted from Sections 9301.19, 9301.21 and 9301.22 to reflect special Servicing requirements for Senior Subordinate Mortgages.

Servicers must always consider how to resolve a Freddie Mac Default Legal Matter in a legally-compliant manner that obtains the best result for the Senior Subordinate Trust. While Servicers are not required to use expedited methods identified in Chapter 9301 or corresponding expedited methods in this chapter, if a Servicer does proceed with an expedited method, it must adhere to the requirements set forth in those chapters.

Chapter 9301 and this section provide requirements for expediting Freddie Mac Default Legal Matters, such as:

- Waiving the Senior Subordinate Trust's right to pursue deficiency actions against a Borrower
- Expediting the foreclosure if the Mortgaged Premises is identified as vacant/abandoned
- Obtaining default judgment for an amount less than total amount owed by the Borrower
- State-specific methods for expediting Freddie Mac Default Legal Matters

(a) Expedited foreclosures – Illinois

In Illinois, Servicers may obtain a consent judgment from a Borrower and take title to the Mortgaged Premises in the name of the Senior Subordinate Trust instead of selling the Mortgaged Premises at foreclosure sale. In doing so, Servicers must follow the requirements of Section 9301.21.

(b) Expedited foreclosures – New York

Servicers may use the New York Foreclosure Inquest Program, as a method to expedite foreclosure actions on Senior Subordinate Mortgages in accordance with the requirements of Section 9301.22.

8601.19: Deficiency rights (03/02/16)

The brown font text used throughout this chapter denotes the special requirements for Servicing Senior Subordinate Mortgages. Text in black or green font denotes general Servicing requirements that also apply elsewhere in the Guide.

In implementing the requirements of Sections 9301.23, 9301.24, 9601.1 and 9601.2, all references concerning the right to pursue a deficiency are the right of the Senior Subordinate Trust with respect to Senior Subordinate Mortgages. In addition, the Servicer must ensure that any consent judgment in Illinois results in title to the Mortgaged Premises being conveyed to the Senior Subordinate Trust and not to Freddie Mac or the Servicer.

8601.20: Preserving the Mortgaged Premises (03/02/16)

The brown font text used throughout this chapter denotes the special requirements for Servicing Senior Subordinate Mortgages. Text in black or green font denotes general Servicing requirements that also apply elsewhere in the Guide.

The Servicer must comply with the requirements of Section 9301.26, except that, with respect to Senior Subordinate Mortgages, either the Servicer or the Senior Subordinate Trust would be the mortgagee, and not Freddie Mac.

8601.21: Expenses that may become First Liens on the Mortgaged Premises (03/02/16)

The brown font text used throughout this chapter denotes the special requirements for Servicing Senior Subordinate Mortgages. Text in black or green font denotes general Servicing requirements that also apply elsewhere in the Guide.

With respect to the Servicing of Senior Subordinate Mortgages, the Servicer must protect the Senior Subordinate Trust's interest in the property and its First Lien Position to the same extent that it is obligated under Section 9301.27, with respect to Freddie Mac-Owned or Guaranteed Mortgages to protect "Freddie Mac's interest in the property" and "Freddie Mac's First Lien Position."

8601.22: Delivery of clear and marketable title (03/02/16)

The brown font text used throughout this chapter denotes the special requirements for Servicing Senior Subordinate Mortgages. Text in black or green font denotes general Servicing requirements that also apply elsewhere in the Guide.

This section has been adapted from Section 9301.40 to reflect special Servicing requirements for Senior Subordinate Mortgages.

(a) Property located in a State without a redemption or confirmation period

When the Servicer is the purchaser of the property at a foreclosure sale, it must ensure that the foreclosure counsel provides the Senior Subordinate Trust with clear and marketable title to the property after the foreclosure sale. The title must be free of any liens, claims, defects and encumbrances. The title must be marketable so Freddie Mac can sell the property freely to others on behalf of the Senior Subordinate Trust.

The Servicer must instruct the foreclosure counsel to:

1. Submit the foreclosure deed for recordation within one Business Day after receipt of the deed

2. Obtain the recorder's receipt as evidence that the deed was presented for recordation

3. Send the Servicer the recorder's receipt within three Business Days after receiving it from the recorder

4. Provide the recorded deed to the Servicer within three Business Days after receiving the deed from the recorder's office. The Servicer must retain the deed in the Mortgage file.

(b) Property located in a State with a redemption or confirmation period

After the redemption period has expired or the foreclosure sale has been confirmed, the Servicer must ensure that clear and marketable title is obtained as stated in this Section 8601.22.

Executing documents

If Freddie Mac or the Senior Subordinate Trust needs to execute a document for the Servicer to process the foreclosure, or execute a document related to a foreclosure sale, the Servicer must submit Form 105, Multipurpose Loan Servicing Transmittal, to Freddie Mac **(see Directory 5)** with all supporting documentation, which may include, but is not limited to, the last recorded document in the chain of title, and include the document Freddie Mac or the Senior Subordinate Trust needs to execute.

8601.23: Vesting the title and avoiding transfer taxes (03/02/16)

The brown font text used throughout this chapter denotes the special requirements for Servicing Senior Subordinate Mortgages. Text in black or green font denotes general Servicing requirements that also apply elsewhere in the Guide.

This section has been adapted from Section 9301.41 to reflect special Servicing requirements for Senior Subordinate Mortgages.

After the foreclosure sale, or when closing a deed-in-lieu of foreclosure transaction, the Servicer must ensure that title to the foreclosed property purchased by the Senior Subordinate Trust is vested to the appropriate party. (See Section 9209.8 regarding closing, reporting and remittance requirements for a deed-in-lieu of foreclosure transaction.)

(a) Conventional Mortgages

After the foreclosure sale, or when closing a deed-in-lieu of foreclosure transaction, the Servicer must ensure that title to the foreclosed property is vested in the legal name of the Senior Subordinate Trust if the property is not purchased by a third party. The property may not at any time vest in the Servicer's or Freddie Mac's name, even when doing so would provide additional benefits to the Senior Subordinate Trust.

Freddie Mac will not reimburse the Servicer for any transfer taxes, unless:

- Local authorities require the Servicer to pay the transfer tax to record a deed and ensure that title vests appropriately
- The transfer tax is paid under protest
- The Servicer submits the request for written pre-approval (RPA) for reimbursement of the transfer tax via the Freddie Mac Reimbursement System (see Section 9701.15), and
- Counsel could not process the foreclosure and/or deed-in-lieu of foreclosure transaction in a manner that would successfully avoid the imposition of the transfer tax obligation

Servicers will not be reimbursed for transfer taxes if any of the above conditions and requirements do not exist or are not met.

If the foreclosure involves a Manufactured Home in a certificate of title State, the Servicer must conduct the replevin or other legal action necessary to repossess the home in the Servicer's name and have the new certificate of title issued in the Senior Subordinate Trust's name.

(b) Mortgages insured by the FHA or guaranteed by the VA or RHS

The Servicer must follow FHA, VA or RHS guidelines for conveying title to the foreclosed property to the applicable agency.

8601.24: Non-routine default-related legal matters (03/02/16)

The brown font text used throughout this chapter denotes the special requirements for Servicing Senior Subordinate Mortgages. Text in black or green font denotes general Servicing requirements that also apply elsewhere in the Guide.

This section has been adapted from Section 9402.1 to reflect special Servicing requirements for Senior Subordinate Mortgages.

Freddie Mac reserves the right to direct and control all litigation involving a Senior Subordinate Mortgage, regardless of whether Freddie Mac or the Senior Subordinate Trust is a named party. The Servicer and any law firm handling the litigation must cooperate fully with Freddie Mac in the prosecution, defense and handling of the matter.

(a) Definition of routine and non-routine litigation

- **Routine litigation** generally is a contested action in which the Borrower alleges case-specific defenses or issues which, if successful, would not create negative legal precedent beyond the immediate case

- **Non-routine litigation** generally is a contested action in which the Borrower alleges case-specific defenses or issues, which, if successful, would create negative legal precedent beyond the immediate case

Examples of non-routine litigation that must be reported to Freddie Mac as non-routine litigation include, but are not limited to, the following:

1. Actions that name Freddie Mac and/or the Senior Subordinate Trust as a party

2. Action that seeks monetary relief against Freddie Mac and/or the Senior Subordinate Trust, including any claim (including counterclaims, cross-claims, or third-party claims in foreclosure or bankruptcy actions) for damages against Freddie Mac or its officers, directors, or employees and/or the Senior Subordinate Trust

3. Actions that challenge the validity, priority, or enforceability of a Senior Subordinate Mortgage or seek to impair Freddie Mac's and/or the Senior Subordinate Trust's interest in an REO including, by way of example:

- An action seeking to demolish a structure on the property or the 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 a junior lienholder to assert priority over a Senior Subordinate Mortgage or extinguish Freddie Mac's or the Senior Subordinate Trust's interests
- A quiet title action seeking to declare the Senior Subordinate Trust's lien void, and
- An attempt by a Borrower to effect a cramdown of a Senior Subordinate Mortgage in bankruptcy as to which Freddie Mac has not delegated authority to the Servicer or law firm to address

4. Actions that present an issue that may pose significant legal or reputational risk to Freddie Mac include, by way of example:

    - Any issue involving Freddie Mac's conservatorship, its conservator (FHFA), Freddie Mac's status as a federal instrumentality, or an interpretation of Freddie Mac's charter
    - Any assertion that Freddie Mac 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 Freddie Mac does business
    - Any putative class actions involving a Senior Subordinate Mortgage
    - Challenges to the standing of the Servicer or the Senior Subordinate Trust to conduct foreclosures or bankruptcies which, if successful, could create negative legal precedent with an impact beyond the immediate case
    - Challenges to the methods by which MERS® does business or its ability to act as nominee under a Mortgage
    - Any "show cause orders" or motions for sanctions relating to a Senior Subordinate Mortgage, whether against a Senior Subordinate Trust, Freddie Mac, the Servicer, a law firm, or a vendor of the Servicer or law firm
    - Foreclosures on HUD-Guaranteed Section 184 Native American Mortgages
    - Any environmental litigation relating to a Senior Subordinate Mortgage
    - A need to foreclose judicially in a State where non-judicial foreclosures predominate

- Any claim invoking Home Affordable Modification Program (HAMP®) as a basis to challenge a foreclosure
- Any claim brought by a governmental body
- Cross-border insolvency proceedings under Chapter 15 of the Bankruptcy Code
- Any claim of predatory lending or discrimination in Mortgage origination or Servicing, and
- Any claim implicating the interpretation of the terms of the Fannie Mae/Freddie Mac Uniform Mortgage Instruments

Given the evolving nature of default-related litigation, it is not possible to provide an exhaustive list of non-routine litigation. Each contested action presents unique circumstances, and the Servicer should evaluate each action on a case-by-case basis to determine whether a contested action is routine or non-routine.

(b) Legal actions initiated by the Servicer

A Servicer may not initiate legal actions on Freddie Mac's or the Senior Subordinate Trust's behalf or intervene in legal actions on Freddie Mac's or the Senior Subordinate Trust's behalf, other than for Freddie Mac Default Legal Matters, unless it obtains written approval **(see Directory 5)** from the Freddie Mac Legal Division. Servicers must comply with Section 8601.17 regarding foreclosing in the Servicer's name.

A Servicer must obtain Freddie Mac's prior written approval **(see Directory 5)** before appealing or otherwise challenging a judgment in any foreclosure or bankruptcy proceeding. A Servicer must also notify Freddie Mac if a Borrower files an appeal or seeks other post-judgment relief in any foreclosure or bankruptcy proceeding.

(c) Referring to Freddie Mac in litigation

Freddie Mac must be described in legal proceedings as "Federal Home Loan Mortgage Corporation ("Freddie Mac"), a corporation organized and existing under the laws of the United States of America." Freddie Mac may not be referred to as a "government agency."

(d) Referring to the Senior Subordinate Trust in litigation

The Senior Subordinate Trust must be described in legal proceedings as "[insert legal name], an entity organized and existing under the laws of the United States of America." Servicers and counsel must not refer to any Senior Subordinate Trust as a "government agency."

(e) MERS-registered Mortgages

See Section 8101.12 for additional requirements relating to notices from MERS and MERS-registered Mortgages.

8601.25: Counsel retained by Servicers pursuant to Servicer's duty to indemnify Freddie Mac (03/02/16)

The brown font text used throughout this chapter denotes the special requirements for Servicing Senior Subordinate Mortgages. Text in black or green font denotes general Servicing requirements that also apply elsewhere in the Guide.

This section has been adapted from Section 9402.4 to reflect special Servicing requirements for Senior Subordinate Mortgages.

From time to time, the Servicer may retain counsel to represent Freddie Mac, the Senior Subordinate Trust and the Servicer, or any combination thereof, with respect to litigation involving, related to, or arising out of allegations which, if true, could subject the Servicer to liability to Freddie Mac for a failure to comply with any selling or Servicing representation or warranty or requirement of the Guide or other Purchase Documents. When the Servicer retains counsel for this purpose, the Servicer remains liable for legal fees and costs incurred in the defense of any litigation, as well as any and all losses, judgments, damages and expenses, including fees and costs entered against and incurred on behalf of Freddie Mac. Freddie Mac will reimburse the Servicer for the Senior Subordinate Trust's proportionate share of expenses for responding to Borrower defenses.

For files referred on or after August 1, 2013, counsel retained and paid by Servicers pursuant to Section 8601.24 and this section do not need to be selected and engaged pursuant to Chapter 9501. However, if the litigation does not involve allegations pursuant to Section 8601.24 and this section, the Servicer must use counsel selected and engaged pursuant to Chapter 9501.

Servicers must notify Freddie Mac **(see Directory 5)** of the retention of counsel and require that its counsel complies with the reporting requirements in Section 9402.3.

The Servicer must also ensure that it or its 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 counsel was retained. Once any issue for which counsel was retained is resolved, the Servicer is responsible for transitioning the foreclosure, bankruptcy, or eviction matter back to the law firm to which it was originally referred for any required further proceedings.

In instances in which the Security Instrument provides for the Borrower to reimburse any legal fees and costs incurred by the Servicer, the Servicer should instruct its counsel to notify the Borrower about his or her responsibility for such expenses. The Servicer's counsel should

attempt to handle such matters by stipulation or any other expeditious manner that will reduce the fees and costs that the Borrower has to pay.

8601.26: Servicing Mortgages on distressed properties that pose a Risk of Property Ownership (03/02/16)

The brown font text used throughout this chapter denotes the special requirements for Servicing Senior Subordinate Mortgages. Text in black or green font denotes general Servicing requirements that also apply elsewhere in the Guide.

This section has been adapted from Section 8403.1 to reflect special Servicing requirements for Senior Subordinate Mortgages.

Servicers are responsible for acting without delay, and in an efficient and responsible manner to protect the Servicer, Freddie Mac and the Senior Subordinate Trust's interests when the Servicer becomes aware of a Mortgaged Premises that becomes a distressed property.

A distressed property is real property that may pose a Risk of Property Ownership to Freddie Mac or the Senior Subordinate Trust. A distressed property is one that:

- Requires substantial repairs, or
- Has sustained significant physical deterioration, or
- Has been condemned by a local authority

Even if the owner has abandoned the Mortgaged Premises, a Servicer must report all Senior Subordinate Mortgages on distressed properties that are 30 or more days delinquent via an EDR transmission within the first three Business Days of the month following the month in which the Servicer identified the problem using default reason code 011 (Property problem) and the applicable occupancy code. If the problem identified is contaminated drywall the Servicer should report default reason code 032 (Contaminated Drywall) rather than default reason code 011 (Property problem).

If a Senior Subordinate Mortgage has been identified with a Risk Class of Property Ownership (see Section 9202.5), the Servicer must contact and report the Senior Subordinate Mortgages to Freddie Mac **(see Directory 5)**, even if the Senior Subordinate Mortgage is not delinquent, within three Business Days of identifying the risk. In such instances, the Servicer must attach a copy of the Form 1013, 1-4 Unit Property Inspection Report, and any other relevant information when reporting the Risk of Property Ownership to Freddie Mac. The Servicer must conduct a search of the records of the local code authority to determine if there are any outstanding health or safety violations filed against either the Borrower or the property. If a Servicer discovers any code violations, the Servicer must report them to Freddie Mac **(see Directory 5)** within three

Business Days of identifying the violation. The Servicer must attach a copy of the code violation. Additionally, the Servicer should submit all required information and documentation set forth above in its initial submission to Freddie Mac.

If a property is distressed, the Servicer must:

1. Maintain a record of when the condition was discovered and take all necessary actions to protect the property from waste, damage and vandalism and prevent any loss

2. Inspect the property monthly until the condition is resolved

3. Ensure that property insurance coverage is maintained. This includes taking all actions required in the mortgage clause of all applicable property insurance policies, including, but not limited to, providing all notices to the insurer required under such clause, in order to preserve the coverage and its maximum benefits for the Servicer and/or the Senior Subordinate Trust, as mortgagee.

4. File a claim with the applicable property insurer on the Senior Subordinate Trust's behalf if the property is damaged and the Borrower has not filed a claim

5. Comply with the requirements of the VA, RHS, FHA or MI, if applicable

Servicers must obtain Freddie Mac's written pre-approval before incurring expenses that exceed the limits contained in Exhibit 57, 1- to 4-Unit Property Approved Expense Amounts, by submitting a request for pre-approval via the Freddie Mac Reimbursement System. If unusual or emergency circumstances do not allow a Servicer to request Freddie Mac's prior written approval, then the Servicer must notify Freddie Mac via the Reimbursement System by the next Business Day after the Servicer incurred the expense. If the Servicer's determination to incur the expense was reasonable, as determined in Freddie Mac's sole discretion, Freddie Mac will reimburse the expense.

Servicers must obtain Freddie Mac's prior written approval to initiate foreclosure of a Senior Subordinate Mortgage on a distressed property as required in Section 9301.13.

8601.27: Servicing Mortgages on abandoned properties (03/02/16)

The brown font text used throughout this chapter denotes the special requirements for Servicing Senior Subordinate Mortgages. Text in black or green font denotes general Servicing requirements that also apply elsewhere in the Guide.

The Servicer must comply with the requirements of Section 8403.2, except that, with respect to Senior Subordinate Mortgages, either the Servicer or the Senior Subordinate Trust would be the mortgagee, and not Freddie Mac.

8601.28: Retention of firm (03/02/16)

The brown font text used throughout this chapter denotes the special requirements for Servicing Senior Subordinate Mortgages. Text in black or green font denotes general Servicing requirements that also apply elsewhere in the Guide.

This section has been adapted from Section 9501.5 to reflect special Servicing requirements for Senior Subordinate Mortgages.

(a) Servicer contract with firm

Unless the Servicer has entered into a contract with a selected firm and Freddie Mac has provided a "no objection" determination, then the Servicer must enter into a contract with the firm. The Servicer must notify Freddie Mac when the contract has been executed by updating the Servicer Attorney Tracking System (SATS) via **https://www.freddiemacsats.com**, and must provide a copy of the contract to Freddie Mac, upon request.

(b) Freddie Mac limited retention agreement with firm

Freddie Mac, on its behalf and on behalf of each Senior Subordinate Trust that Freddie Mac creates, will enter into a limited retention agreement that sets forth certain key retention provisions with each selected firm for each State in which the firm has received a "no objection" determination.

(c) Conflict between Servicer's contract and limited retention agreements; Servicer's respective consent

The Servicer acknowledges that the limited retention agreement recognizes and reflects a joint attorney-client relationship between the law firm, Freddie Mac, each Senior Subordinate Trust, and the Servicer, and the Servicer consents to such joint representation. The Servicer consents, in advance, to the selected firm's representation of Freddie Mac, the Senior Subordinate Trust, or both, in any Freddie Mac Default Legal Matter that is or might be adverse to the Servicer, and further agrees that the firm can use in such representation any information the firm gained in the course of jointly representing the Servicer, Freddie Mac and the Senior Subordinate Trust. In the event of any inconsistency or conflict between the terms and conditions of the Servicer's contract with the selected firm and the terms and conditions of Freddie Mac's limited retention agreement with the firm, Freddie Mac's limited retention agreement shall control.

8601.29: Referral of Freddie Mac Default Legal Matters to firm (03/02/16)

The brown font text used throughout this chapter denotes the special requirements for Servicing Senior Subordinate Mortgages. Text in black or green font denotes general Servicing requirements that also apply elsewhere in the Guide.

This section has been adapted from Section 9501.7 to reflect special Servicing requirements for Senior Subordinate Mortgages.

(a) Requirements prior to referral

Prior to referring a Freddie Mac Default Legal Matter to a firm, the Servicer must confirm that the firm is eligible to receive a referral by ensuring that:

- The firm meets the Firm Minimum Requirements, as specified in Section 9501.3
- Freddie Mac has provided a "no objection" determination, as specified in Section 9501.4
- The firm has executed a contract with the Servicer requiring the firm to comply with all applicable Freddie Mac requirements, as specified in Section 8601.28
- The firm has executed a limited retention agreement with Freddie Mac, as specified in Section 8601.28(b)
- The firm has completed Freddie Mac training and any additional Servicer training, as specified in Section 9501.6
- There are no conflicts of interest with respect to the retention of the firm and referral of Freddie Mac Default Legal Matters to the firm

(b) Diversification of referrals

The Servicer must diversify its referrals of Freddie Mac Default Legal Matters to an appropriate number of firms in each State to protect the interests of Freddie Mac and to mitigate the risks related to a high concentration of Freddie Mac files. In selecting firms for referrals, the Servicer must consider firm capacity and management of staff to file ratios.

(c) Bankruptcy and foreclosure matters

The Servicer must not refer foreclosure matters directly to trustees listed on deeds of trust.

Refer to Section 9401.10(b) for additional referral requirements.

(d) Providing documentation to firm

The Servicer must identify a file as a Freddie Mac Default Legal Matter when sending the file to a firm. In this file, the Servicer must also include the name of the Senior Subordinate Trust that owns the delinquent Senior Subordinate Mortgage that prompted the referral and identify the Senior Subordinate Trust as owner of the Senior Subordinate Mortgage and Freddie Mac as both master servicer and trustee to the Senior Subordinate Trust.

When referring a file to a firm, the Servicer must provide all documentation required to initiate a foreclosure. If the firm requests any additional information and/or documentation at any time, the Servicer must provide such requested information and/or documents within three Business Days after receipt of the request, or within such earlier time frame if necessary to comply with timing requirements under applicable law or court orders and procedures.

For any Mortgage that the Servicer refers for foreclosure that is subsequently repurchased by Freddie Mac from the Senior Subordinate Trust and/or subsequently repurchased by the Servicer from Freddie Mac, whether voluntarily or involuntarily, the Servicer must notify foreclosure and/or bankruptcy counsel within two Business Days of the completed repurchase. (See Chapter 3602 for additional information about repurchases.)

(e) Contingency plan

All Servicers must have a contingency plan in place, either in the form of a stand-alone document or incorporated into policies and procedures, to redirect new foreclosure and bankruptcy referrals.

8601.30: REO – General requirements (03/02/16)

The brown font text used throughout this chapter denotes the special requirements for Servicing Senior Subordinate Mortgages. Text in black or green font denotes general Servicing requirements that also apply elsewhere in the Guide.

This section has been adapted from Section 9603.1 to reflect special Servicing requirements for Senior Subordinate Mortgages.

Once the Senior Subordinate Trust has acquired a property as an REO, the Servicer must assist Freddie Mac with the disposition of the REO in accordance with Freddie Mac's Servicing requirements set forth in Sections 8601.32 and Chapter 9603. Servicers must protect Freddie Mac's and the Senior Subordinate Trust's interests in an REO property until the Servicer receives notification from the real estate broker in the form of a Property Condition Certificate (PCC) as provided in Section 8601.31. Until receipt of this notification, the Servicer's responsibilities include, but are not limited to, the following:

1. Securing the property, including locked doors and windows to avoid potential vandalism, trespassing and/or injury to individuals

2. Maintaining the property by performing monthly on-site property inspections to monitor condition and occupancy, reporting to Freddie Mac any potential vandalism and claimable property damage and winterizing the property, as needed

3. Making advances to superior lienholders (when applicable)

Freddie Mac will assume the responsibility for marketing, inspecting, maintaining, securing and rehabilitating the REO after the Servicer receives the PCC from the real estate broker unless Freddie Mac notifies the Servicer otherwise.

Servicers are responsible for the following activities pending the sale of the REO by Freddie Mac, the MI, FHA, RHS or VA:

1. Filing and concluding FHA, RHS and VA claims, if applicable. (Freddie Mac will file MI claims.)

2. Filing and concluding property insurance claims, if applicable, and canceling the existing property insurance policies upon receipt of the PCC, and applying for premium refunds, in accordance with Section 9603.11. Freddie Mac may instruct the Servicer to maintain property insurance (even if the property is vacant and has no claimable damage). If Freddie Mac makes this request, the Servicer must continue the insurance coverage until Freddie Mac notifies the Servicer that Freddie Mac has sold the REO.

3. Paying and maintaining as current taxes, special assessments, homeowners association (HOA) dues and condominium assessments and for leasehold estates, all payments required under the lease. The Servicer is also responsible for paying all utility bills incurred on a Senior Subordinate Trust-owned REO property after the REO acquisition date until the Servicer receives the PCC.

4. Referring all inquiries and offers regarding purchase of the REO to Freddie Mac **(see Directory 6)** within one Business Day of the inquiry or offer

5. Evicting occupants when directed to do so by Freddie Mac

6. Fulfilling all requests made by Freddie Mac, including attorney selection. If the Servicer requires the assistance of an attorney in fulfilling any of the obligations set forth in this chapter, the Servicer must use an attorney who meets the criteria in Section 9501.3.

7. During the REO holding period, keeping abreast of the status of the REO and obtaining information via REO Manager® at **http://www.freddiemac.com/singlefamily/service**. The Servicer may also obtain information from the real estate broker who provided the Servicer with the PCC. If a PCC was not provided, the Servicer may contact (800) FREDDIE to obtain this information. Freddie Mac will not send the Servicer a written notice of the sale of the REO.

8601.31: REO – Documentation and reporting requirements (03/02/16)

The brown font text used throughout this chapter denotes the special requirements for Servicing Senior Subordinate Mortgages. Text in black or green font denotes general Servicing requirements that also apply elsewhere in the Guide.

This section has been adapted from Section 9603.8 to reflect special Servicing requirements for Senior Subordinate Mortgages.

This section details Freddie Mac's requirements for submitting documentation and reporting information during the REO holding period.

Once Freddie Mac receives notification from the Servicer that the Senior Subordinate Trust has acquired the REO, Freddie Mac will order a Property Condition Certificate (PCC) from one of its approved real estate brokers. The real estate broker will forward a copy of the completed PCC directly to the Servicer for use throughout the REO disposition process. If the occupancy status of the REO changes from occupied to vacant, the Servicer will receive an updated PCC from Freddie Mac's approved real estate broker.

8601.32: REO – Notifying the taxing authority/HOA (03/02/16)

The brown font text used throughout this chapter denotes the special requirements for Servicing Senior Subordinate Mortgages. Text in black or green font denotes general Servicing requirements that also apply elsewhere in the Guide.

This section has been adapted from Section 9603.10, to reflect special Servicing requirements for Senior Subordinate Mortgages.

Within 30 days of the Senior Subordinate Trust obtaining clear and marketable title to the REO, the Servicer must notify the taxing authority and homeowners association (HOA), if applicable, of the Senior Subordinate Trust's ownership of the property and Freddie Mac's management of the property on behalf of the Senior Subordinate Trust.

When the Servicer contacts these organizations, the Servicer must have the REO titled as follows:

[Legal Name of Senior Subordinate Trust]
c/o (Servicer's Name)
(Servicer's street address)
(Servicer's city, state and zip code)

Important: The Servicer is responsible for paying the real estate taxes, condominium assessments and HOA dues and for leasehold estates, all payments required under the lease, as they become due after the foreclosure. The Servicer must continue paying these items until Freddie Mac notifies the Servicer that Freddie Mac has sold the REO. See Section 8201.1 for more details regarding payment of taxes.

There are special requirements for REO located in California. California taxing authorities reassess properties for supplemental taxes from the foreclosure sale date to the sale date of the REO. Also, taxing authorities often generate a supplemental tax statement long after the REO sale date. Therefore, when Freddie Mac notifies the Servicer that Freddie Mac has sold the REO on behalf of the Senior Subordinate Trust, the Servicer must notify the taxing authority in writing to send any supplemental tax bills to the Senior Subordinate Trust **(see Directory 6)**. The Servicer must also send Freddie Mac **(see Directory 6)** a copy of the letter the Servicer sends to the taxing authority.

Chapter 9101: Delinquency Management for Mortgages Secured by Primary Residences

9101.1: Delinquency management for Mortgages secured by Primary Residences (03/02/16)

This chapter sets forth Servicing requirements relating to collection efforts, Borrower communications, foreclosure postponement and management of an appeals process in connection with a denial of a Trial Period Plan for Mortgages secured by Primary Residences. Except as otherwise noted in this chapter, Servicers must refer to Chapters 9102 through 9401 and Chapter 8404 for all other Delinquency management requirements.

9101.2: Servicer collection efforts for Mortgages secured by Primary Residences (03/02/16)

Refer to Bulletin 2015-22, which announced revisions to Borrower contact and solicitation requirements that may be implemented prior to the mandatory implementation of the June 1, 2016 effective version of this section.

(a) All collection efforts

The Servicer must treat each Delinquency individually by varying the collection techniques to fit the individual circumstances. The Servicer must avoid establishing a fixed routine; this is particularly ineffective when dealing with chronically delinquent Borrowers.

All collection efforts must be based on the extent of the Delinquency and the Servicer's knowledge of the following factors:

1. Borrower's prior payment history
2. Borrower's credit history
3. Borrower's employment situation
4. Borrower's reason for default
5. Borrower's willingness and ability to repay
6. Borrower's desire to retain the property
7. Borrower is deceased or the property is included as part of the Borrower's estate

8. Mortgaged Premises' condition

9. Mortgaged Premises' occupancy status

If there is a known potential risk of loss or ownership to Freddie Mac, the Borrower must be referred for loss mitigation immediately.

Borrowers on Automatic Withdrawal (Automated Clearing House (ACH))

Servicers should encourage Borrowers to set up ACH payment arrangements. If a Borrower agreed to have his or her monthly payments automatically withdrawn from a bank account, the Servicer must ensure that the correct monthly payment is withdrawn (especially after an Escrow analysis has taken place) and processed timely. If the ACH payment cannot be processed on the specified date the Borrower has agreed to, the Servicer must begin efforts to contact the Borrower within 48 hours to determine the reason for the missed payment.

(b) Minimum collection efforts

The Servicer must, at a minimum:

- Be readily available to the Borrower to offer financial counseling and advice on curing the Delinquency and explaining alternatives to foreclosure

- Make personal contact with the Borrower as early and often as necessary to promptly cure the Delinquency. (Mortgages in bankruptcy or litigation may be excluded if necessary under applicable law, rules of professional responsibility or court rules.) Unmanned automated calls do not constitute an attempt to make personal contact with the Borrower.

- Continue to contact the Borrower if satisfactory arrangements have not been made to cure the Delinquency or until the Servicer determines foreclosure is appropriate

- Issue the breach letter (may also be referred to as the "notice of acceleration" or "demand letter") for all Mortgages no later than the 60th day of Delinquency. If State law requires the breach letter (or any other pre-breach letter or notice) to be sent prior to the 60th day of Delinquency in order to be able to refer the Mortgage to foreclosure as required in Sections 9301.6 and 9301.7, the Servicer must send the breach letter on such earlier date.

  If the Servicer determines the property is vacant or abandoned pursuant to Section 9202.14, then the Servicer must:

  - Issue a breach letter within 10 days of the determination, provided the Mortgage is greater than 30 days delinquent and, in any case, no later than the 60th day of Delinquency; and

  - Refer all Mortgages secured by Primary Residences to foreclosure after expiration of the breach letter, but no earlier than 151 days from the DDLPI (121st day of

Delinquency). Refer to Sections 9301.6 and 9301.7 for additional requirements related to foreclosure referral.

- Contact the lessor for leasehold Mortgages and, if required under the terms of a non-disturbance agreement, any lender with a prior lien on the fee simple landowner/lessor's fee simple interest

- Continue skip trace efforts until all reasonable sources have been attempted or contact numbers and addresses have been verified

Servicers that maintain a call center must meet minimum call center performance standards as set forth in Section 9201.5.

The following chart lists the minimum collection efforts that must be made in an attempt to bring a delinquent Mortgage secured by a Primary Residence current.

Note: If the day a Servicer is required to call a Borrower is not a Business Day and the Servicer is not open on such day to conduct loss mitigation and collection activities, the Servicer may call the Borrower on the next Business Day.

Days after Due Date	Action required
3-36	Initiate telephone contact with each delinquent Borrower unless ACH payment arrangements or other arrangements to cure the Delinquency have been established. The Servicer must tailor its calling campaigns appropriately based on the risk characteristics of the Mortgage, each Borrower's level of Delinquency and previous payment habits and the minimum contact requirements set forth in this section. Telephone contact must continue at least every third day at varying times throughout the day until quality right party contact is achieved and: ■ The Servicer determines that the Borrower does not want to pursue an alternative to foreclosure ■ The Delinquency is cured, the Servicer achieves quality right party contact and has obtained from the Borrower a promise to pay the delinquent amount by a specified date (not to exceed 30 days) ■ A complete Borrower Response Package is received in accordance with Section 9102.5; or ■ The Borrower enters into a repayment or forbearance agreement with the Servicer

17	Mail late notices/reminder letters to delinquent Borrowers by the 17th day of Delinquency or the next Business Day if the 17th day of Delinquency is not a Business Day
31-35	Send the Borrower Solicitation Package in accordance with Section 9102.5. For specific information on what must be included in the Borrower Solicitation Package, see Section 9102.5(b). If a Servicer has achieved quality right party contact and has obtained from the Borrower a promise to pay the delinquent amount by a specific date, the Servicer is not required to send the Borrower Solicitation Package. However, in such instance, the Servicer must comply with early intervention notice requirements under applicable law. If the Borrower fails to honor the promise to pay, the Servicer must resume collection efforts, including sending the Borrower Solicitation Package.
32-36	Follow-up calls to the Borrower must begin no later than the next day after the Servicer sends the Borrower Solicitation Package in accordance with Section 9102.5. Follow-up calls must continue at least every third day until quality right party contact is achieved and one of the following occurs: ■ The Servicer determines that the Borrower does not want to pursue an alternative to foreclosure ■ The Delinquency is cured ■ The Servicer achieves quality right party contact and has obtained from the Borrower a promise to pay the delinquent amount by a specific date (not to exceed 30 days) ■ A complete Borrower Response Package is received; or ■ The Borrower enters into a forbearance or repayment agreement with the Servicer If quality right party contact is achieved, and the Servicer has not received information promised by the Borrower or has received incomplete information, then the Servicer must call the Borrower at least every three days to follow up on missing or incomplete information. Note: Once an offer for an alternative to foreclosure is sent to the Borrower, the Servicer must make a follow-up call to the Borrower at least every third day, or if the day a Servicer is required to call the Borrower is not a Business Day and the Servicer is not open on such day to conduct loss mitigation and

	collection activities, the Servicer may call on the next Business Day, until contact is made during the 14-day Borrower response period. If the 14-day response period to an offer has expired without a Borrower response, the Servicer must continue with follow-up calls every three days until the Borrower: ■ Acknowledges an intent to accept the offer; or ■ Enters into a repayment plan, forbearance agreement or Trial Period Plan; or ■ Indicates that he or she is no longer interested in pursuing an alternative to foreclosure
45-60	Order the initial property inspection no later than day 45 and obtain a complete property inspection report by day 60 unless: (i) the Servicer has established quality right party contact or (ii) a full monthly Mortgage payment has been received within the last 30 days. If the property is found to be vacant or tenant-occupied, property inspections must continue as long as the Mortgage remains 45 or more days delinquent, regardless of whether the Servicer achieves quality right party contact. Contact each known superior lienholder, if applicable.
60	Mail the breach letter for all Mortgages, including First Lien Mortgages and modified Mortgages no later than the 60th day of Delinquency (i.e., 90 days after the DDLPI). If State law requires the breach letter (or any other pre-breach letter or notice) to be sent prior to the 60th day of Delinquency in order to be able to refer the Mortgage to foreclosure as required in Sections 9301.6 and 9301.7, the Servicer must send the breach letter on such earlier date.
61-65	Send the Borrower Solicitation Package if unable to achieve quality right party contact with the Borrower or the Borrower has not responded to the first Borrower Solicitation Package. See Section 9102.5 for specific information on what must be included in the Borrower Solicitation Package.
62-66	Follow-up calls to the Borrower must begin no later than the next day after the Servicer sends the Borrower Solicitation Package in accordance with Section 9102.5. Follow-up calls must continue at least every third day until quality right party contact is achieved, and one of the following occurs:

	■ The Servicer determines that the Borrower does not want to pursue an alternative to foreclosure ■ The Delinquency is cured ■ The Servicer achieves quality right party contact and has obtained from the Borrower a promise to pay the delinquent amount by a specific date (not to exceed 30 days) ■ A Borrower Response Package is received; or ■ The Borrower enters into a forbearance or repayment agreement with the Servicer If quality right party contact is achieved, and the Servicer has not received information promised by the Borrower or has received incomplete information, then the Servicer must call the Borrower at least every three days to follow up on missing or incomplete information. If the Servicer has achieved quality right party contact and has obtained from the Borrower a promise to pay the delinquent amount by a specific date (not to exceed 30 days), the Servicer is not required to send the Borrower Solicitation Package. If the Borrower fails to honor the promise to pay, the Servicer must resume collection efforts, including sending the Borrower Solicitation Package. Note: Once an offer for an alternative to foreclosure is sent to the Borrower, the Servicer must make a follow-up call to the Borrower at least every third day until contact is made during the 14-day Borrower response period. If the 14-day response period to an offer has expired without a Borrower response, the Servicer must continue with follow-up calls every three days until the Borrower: ■ Acknowledges an intent to accept the offer; or ■ Enters into a repayment plan, forbearance agreement or Trial Period Plan; or ■ Indicates that he or she is no longer interested in pursuing an alternative to foreclosure
90-105	Send initial Freddie Mac Streamlined Modification Solicitation Letter and Streamlined Modification Trial Period Plan Notice as set forth in Section 9102.5 to Borrowers eligible for a Streamlined Modification in accordance with Section 9206.3.

	Servicers must continue to make efforts to complete an incomplete Borrower Response Package to the extent required by applicable law and regulations.
106 and greater	Within 15 days prior to foreclosure referral, the Servicer must review the Mortgage file to ensure that: it made every attempt to achieve quality right party contact in accordance with Section 9102.3, the breach letter has been issued and expired, the second Borrower Solicitation Package has been sent and the response period has expired without an affirmative Borrower response and there is neither an approved payment arrangement nor an alternative to foreclosure offer pending for which the Borrower response period has not expired.
121 and greater	Refer all Mortgages secured by Primary Residences to foreclosure after expiration of the breach letter, but no earlier than 151 days from the DDLPI (121st day of Delinquency). Refer to Sections 9301.6 and 9301.7 for additional requirements related to foreclosure referral. Within five Business Days following the foreclosure referral, the foreclosure attorney must send a post-referral to foreclosure solicitation letter. The solicitation may include certain contents of the Borrower Solicitation Package as set forth in Section 9102.5(a). (Note: If necessary in order to comply with applicable law, the foreclosure attorney, at its discretion, may modify the content of the post-referral to foreclosure solicitation letter, send the letter at a later date and/or opt not to send the letter.) See Sections 9102.5 and 9301.13 for all requirements related to the post-referral to foreclosure solicitation letter. Attempts to contact the Borrower must continue throughout the foreclosure process and, for a judicial foreclosure sale, up to 60 days prior to the sale date, and for a non-judicial foreclosure sale, up to 30 days prior to the foreclosure sale date, unless: ■ The Servicer established direct contact with the Borrower and determined the Borrower does not want to pursue an alternative to foreclosure, or ■ The Servicer evaluated the Borrower for alternatives to foreclosure in accordance with the evaluation hierarchy in Section 9201.2, including any required subsequent evaluation of a Borrower who became 60 days delinquent, as applicable, and determined foreclosure is the appropriate course of action. (See Section 9102.5 for requirements on continued solicitation and collection efforts for Borrowers who did not qualify for any alternative to foreclosure prior to becoming 60 days delinquent.)

Use of a Collection and Loss Mitigation Tool

Servicers may use a tool that uses statistical models to predict worsening Delinquency and use the results of the tool to tailor its collection efforts ("Collection and Loss Mitigation Tool"), to determine when calling campaigns should begin. Servicers must comply with the minimum collection time frames in this section even if a Collection and Loss Mitigation Tool is used. Servicers using a Collection and Loss Mitigation Tool when managing calling campaigns must make model specifications and code available to Freddie Mac upon request.

Servicers must conduct periodic reviews to ensure the effectiveness of the Collection and Loss Mitigation Tool, including compliance with applicable laws, such as anti-discriminatory laws. Freddie Mac reserves the right to require a Servicer to discontinue the use of a Collection and Loss Mitigation Tool for Freddie Mac Mortgages.

(c) Special Servicing and Early Delinquency Counseling

The requirements of this section apply to Home Possible® Mortgages (see Chapter 4501) and other Mortgages for which Freddie Mac requires a Servicer to offer special Servicing and Early Delinquency Counseling.

1. **Consent to Counseling** — As part of the homebuyer process, at or before closing, a Borrower must sign a consent form that authorizes the Servicer, in the event of a Delinquency, to release the Borrower's information to a nonprofit third-party homeownership-counseling agency ("counseling agency"). This form must be included in the Mortgage file. The Servicer cannot release information about the Mortgage obtained by the Borrower, including the Borrower's payment history, to a counseling agency unless this executed form is in the Mortgage file or unless the Borrower otherwise later consents in writing to the release of the information.

2. **Special Servicing** — The following actions must be taken with all Borrowers:

   Welcome Letter. Servicers must send the Borrower a letter, shortly after closing and before the first Mortgage payment is due, stressing the importance of making timely payments and advising the Borrower to contact the Servicer if he or she experiences any financial problems. The letter may be incorporated into the welcome letter sent to Borrowers after closing. The letter must include the following:

   - Instructions on how to contact the Servicer if the Borrower is having difficulty making the Mortgage payment on time
   - The Servicer's business hours
   - A toll-free telephone number to reach the Servicer

3. **Early Delinquency Counseling** — The following provisions apply to Early Delinquency Counseling:

- Early Delinquency Counseling is counseling provided to a delinquent Borrower by a nonprofit third-party homeownership-counseling agency or an eligible Servicer that involves identifying the reason(s) a Borrower did not make a Mortgage payment on time and working with the Borrower to resolve any financial problems so that future Mortgage payments can be made on a timely basis. The counseling includes a personal and interactive relationship with the Borrower that deals with money management, budgeting and debt management counseling.

- Applicable Time Periods. Servicers must offer Early Delinquency Counseling including household budget management counseling at no charge to delinquent Borrowers for each Delinquency that occurs during the first year following the Note Date. In addition, if at any time during the life of the Mortgage, the Borrower is having difficulty making Mortgage payments, the Servicer should advise the Borrower to speak with the Servicer or contact a counseling agency for further assistance.

- Counseling Entity. The Servicer may use the services of a nonprofit third-party homeownership-counseling agency (counseling agency) to conduct the Early Delinquency Counseling or the Servicer may conduct the counseling provided the Servicer has policies and procedures in place to offer the same kind of comprehensive counseling, budgeting and advising capabilities as a counseling agency.

If a Servicer relies on a counseling agency, it must be fully aware of the status or outcome of all counseling efforts the counseling agency undertakes with a specific Borrower.

- Initial contact with delinquent Borrower. If the Borrower is experiencing a Delinquency, the Servicer must:

  - Send a letter advising the Borrower of the availability of free counseling

  - Contact the delinquent Borrower to determine the Borrower's current financial situation and the reason for the Delinquency

- Counseling Process and Actions. The counseling must include the following:

  - Analyzing the Borrower's financial situation and developing a plan of action for solving the Delinquency, which in most cases will be a budget worksheet or workout plan giving priority to the Mortgage payment

  - Developing a budget and debt repayment plan enabling the Borrower to meet his or her financial obligations

  - Reviewing the budget worksheet or workout plan with the Borrower and the Servicer, if applicable, so a decision can be made on how to proceed

- In addition to minimum collection efforts set forth in this section, the Servicer must offer Early Delinquency Counseling no later than the 30th day after the Due Date and schedule or conduct the initial counseling session with the Borrower no later than the 45th day after the Due Date.

- Mortgage file. Regardless of whether the Servicer or a counseling agency provides the counseling, the Servicer must include in the Mortgage file:

  - A copy of the "Welcome Letter" as described in Section 9102.2(c)(2)

  - The "Consent to Counseling" described in Section 9102.2(c)(1)

  - The date(s) that counseling was offered

  - The Borrower's response(s)

  - The name of the counseling agency providing the counseling (if not the Servicer)

  - A brief summary of the results of the counseling

- Transfer of Servicing. If the Mortgage is included in a Transfer of Servicing before the end of the one-year period during which Early Delinquency Counseling is required, the transferee Servicer must be informed of the requirement and must be able to provide the required counseling or make arrangements for a counseling agency, as necessary.

9101.2: Servicer collection efforts for Mortgages secured by Primary Residences (Future effective date 06/01/16)

(a) All collection efforts

The Servicer must treat each Delinquency individually by varying the collection techniques to fit the individual circumstances. The Servicer must avoid establishing a fixed routine; this is particularly ineffective when dealing with chronically delinquent Borrowers.

All collection efforts must be based on the extent of the Delinquency and the Servicer's knowledge of the following factors:

1. Borrower's prior payment history

2. Borrower's credit history

3. Borrower's employment situation

4. Borrower's reason for default

5. Borrower's willingness and ability to repay

6. Borrower is deceased or the property is included as part of the Borrower's estate

7. Mortgaged Premises' condition

8. Mortgaged Premises' occupancy status

If there is a known potential risk of loss or ownership to Freddie Mac, the Borrower must be referred for loss mitigation immediately.

Borrowers on Automatic Withdrawal (Automated Clearing House (ACH))

Servicers should encourage Borrowers to set up ACH payment arrangements. If a Borrower agreed to have his or her monthly payments automatically withdrawn from a bank account, the Servicer must ensure that the correct monthly payment is withdrawn (especially after an Escrow analysis has taken place) and processed timely. If the ACH payment cannot be processed on the specified date the Borrower has agreed to, the Servicer must begin efforts to contact the Borrower within 48 hours to determine the reason for the missed payment.

(b) Minimum collection efforts

The Servicer must, at a minimum:

- Be readily available to the Borrower to offer financial counseling and advice on curing the Delinquency and explaining alternatives to foreclosure

- Make personal contact with the Borrower as early and often as necessary to promptly cure the Delinquency. (Mortgages in bankruptcy or litigation may be excluded if necessary under applicable law, rules of professional responsibility or court rules.)

  Servicers are authorized to use alternative outreach methods to contact the Borrower as permitted by applicable law including, but not limited to, e-mail, text messaging or voice response unit (VRU) technology.

- Continue to contact the Borrower if satisfactory arrangements have not been made to cure the Delinquency or until the Servicer determines foreclosure is appropriate

- Issue the breach letter (may also be referred to as the "notice of acceleration" or "demand letter") for all Mortgages no later than the 60th day of Delinquency. If State law requires the breach letter (or any other pre-breach letter or notice) to be sent prior to the 60th day of Delinquency in order to be able to refer the Mortgage to foreclosure as required in Sections 9301.6 and 9301.7, the Servicer must send the breach letter on such earlier date.

If the Servicer determines the property is vacant or abandoned pursuant to Section 9202.14, then the Servicer must:

- ❑ Issue a breach letter within 10 days of the determination, provided the Mortgage is greater than 30 days delinquent and, in any case, no later than the 60th day of Delinquency; and

- ❑ Refer all Mortgages secured by Primary Residences to foreclosure after expiration of the breach letter, but no earlier than 151 days from the DDLPI (121st day of Delinquency). Refer to Sections 9301.6 and 9301.7 for additional requirements related to foreclosure referral.

- ■ Contact the lessor for leasehold Mortgages and, if required under the terms of a non-disturbance agreement, any lender with a prior lien on the fee simple landowner/lessor's fee simple interest

- ■ Continue skip trace efforts until all reasonable sources have been attempted or contact numbers and addresses have been verified

Servicers that maintain a call center must meet minimum call center performance standards as set forth in Section 9201.5.

The following chart lists the minimum collection efforts that must be made in an attempt to bring a delinquent Mortgage secured by a Primary Residence current.

Note: If the day a Servicer is required to call a Borrower is not a Business Day and the Servicer is not open on such day to conduct loss mitigation and collection activities, the Servicer may call the Borrower on the next Business Day.

Days after Due Date	Action required
17	Mail late notices/reminder letters to delinquent Borrowers by the 17th day after the Due Date or the next Business Day if the 17th day after the Due Date is not a Business Day
36	Initiate contact with each delinquent Borrower as early in the delinquency cycle as possible to secure a payment or payment arrangement but no later than the 36th day after the Due Date of an unpaid monthly installment unless ACH payment arrangements or other arrangements to cure the Delinquency have been established. The Servicer may tailor its contact attempts appropriately based on the risk characteristics of the Mortgage, each Borrower's level of Delinquency and previous payment habits and the minimum contact requirements set forth in this section.

	Borrower contact must continue at least every fifth day at varying times throughout the day until the earlier of the 210th day after the Due Date of an unpaid monthly installment or quality right party contact is achieved and: ■ The Servicer determines that the Borrower does not want to pursue an alternative to foreclosure ■ The Delinquency is cured, the Servicer achieves quality right party contact and has obtained from the Borrower a promise to pay the delinquent amount by a specified date (not to exceed 30 days) ■ A complete Borrower Response Package is received in accordance with Section 9102.5; or ■ The Borrower enters into a relief or workout option with the Servicer
45	If a Servicer has not achieved quality right party contact and a resolution to the Delinquency, the Servicer must send at least one Borrower Solicitation Package to the delinquent Borrower no later than the 45th day after the Due Date of an unpaid monthly installment. If a Servicer has achieved quality right party contact and has obtained from the Borrower a resolution to the Delinquency, the Servicer is not required to send the Borrower Solicitation Package. However, in such instance, the Servicer must comply with any early intervention notice that may be required under applicable law. If the Borrower fails to perform under the conditions of a relief or workout option, the Servicer must resume collection efforts, including sending the Borrower Solicitation Package. Generally, the Borrower Solicitation Package must include a Borrower Solicitation Letter (see Exhibit 1145), Form 710, Uniform Borrower Assistance Form, IRS Form 4506T-EZ, frequently asked questions (FAQs) and foreclosure rescue scam information. However, a Servicer may choose to send only the Borrower Solicitation Letter and elect to send Form 710, IRS Form 4506T-EZ, FAQs and foreclosure rescue scam information upon establishing quality right party contact. In addition, the Servicer may provide the FAQs and foreclosure rescue scam information on its web site and provide a link to that information in the Borrower Solicitation Letter. See also Section 9102.5(c) for specific information on what must be included in the solicitation to the Borrower.
45-60	Order the initial property inspection no later than day 45 and obtain a complete property inspection report by day 60 unless: (i) the Servicer has established quality right party contact or (ii) a full monthly Mortgage payment has been received within the last 30 days.

	If the property is found to be vacant or tenant-occupied, property inspections must continue as long as the Mortgage remains 45 or more days delinquent, regardless of whether the Servicer achieves quality right party contact. Contact each known superior lienholder, if applicable.
60	Mail the breach letter for all Mortgages, including First Lien Mortgages and modified Mortgages no later than the 60th day of Delinquency (i.e., 90 days after the DDLPI). If State law requires the breach letter (or any other pre-breach letter or notice) to be sent prior to the 60th day of Delinquency in order to be able to refer the Mortgage to foreclosure as required in Sections 9301.6 and 9301.7, the Servicer must send the breach letter on such earlier date.
60-105	Send the Freddie Mac Streamlined Modification Solicitation Letter and Streamlined Modification Trial Period Plan Notice as set forth in Section 9102.5 to Borrowers eligible for a Streamlined Modification in accordance with Section 9206.3. Send **60 -75** days after the Due Date of an unpaid monthly installment for an eligible Borrower with a Step-Rate Mortgage; otherwise, **90 -105** days after the Due Date of an unpaid monthly installment for all other eligible Borrowers. Servicers must continue to make efforts to complete an incomplete Borrower Response Package to the extent required by applicable law and regulations.
106 and greater	Within 15 days prior to foreclosure referral, the Servicer must review the Mortgage file to ensure that: it made every attempt to achieve quality right party contact in accordance with Section 9102.3, the breach letter has been issued and expired, at least one Borrower Solicitation Package has been sent by the 45th day after the Due Date of an unpaid monthly installment and the response period has expired without an affirmative Borrower response and there is neither an approved payment arrangement nor an alternative to foreclosure offer pending for which the Borrower response period has not expired.
121 and greater	Refer all Mortgages secured by Primary Residences to foreclosure after expiration of the breach letter, but no earlier than 151 days from the DDLPI (121st day of Delinquency). Refer to Sections 9301.6 and 9301.7 for additional requirements related to foreclosure referral.

211	After the 210th day after the Due Date of an unpaid monthly installment, the Servicer has discretion on continuation and frequency of contact attempts with a delinquent Borrower. However, the Servicer must discontinue contact attempts up to 60 days prior to a foreclosure sale date for a judicial foreclosure or 30 days prior to a foreclosure sale date for a non-judicial foreclosure.

Use of a Collection and Loss Mitigation Tool

Servicers may use their own methodology or a tool that uses statistical models to predict worsening Delinquency and use the results of the tool to tailor its collection efforts ("Collection and Loss Mitigation Tool"), to determine when contact attempts should begin. Regardless of the methodology or tool employed, Servicers must comply with the minimum collection time frames in this section even if a Collection and Loss Mitigation Tool is used, including initiating contact attempts no later than 36 days after the Due Date of an unpaid monthly installment. Servicers using a Collection and Loss Mitigation Tool when managing contact attempts must make model specifications and code available to Freddie Mac upon request.

Servicers must conduct periodic reviews to ensure the effectiveness of the Collection and Loss Mitigation Tool, including compliance with applicable laws, such as anti-discriminatory laws. Freddie Mac reserves the right to require a Servicer to discontinue the use of a Collection and Loss Mitigation Tool for Freddie Mac Mortgages.

(c) Special Servicing and Early Delinquency Counseling

The requirements of this section apply to Home Possible® Mortgages (see Chapter 4501) and other Mortgages for which Freddie Mac requires a Servicer to offer special Servicing and Early Delinquency Counseling.

1. **Consent to Counseling** — As part of the homebuyer process, at or before closing, a Borrower must sign a consent form that authorizes the Servicer, in the event of a Delinquency, to release the Borrower's information to a nonprofit third-party homeownership-counseling agency ("counseling agency"). This form must be included in the Mortgage file. The Servicer cannot release information about the Mortgage obtained by the Borrower, including the Borrower's payment history, to a counseling agency unless this executed form is in the Mortgage file or unless the Borrower otherwise later consents in writing to the release of the information.

2. **Special Servicing** — The following actions must be taken with all Borrowers:

   Welcome Letter. Servicers must send the Borrower a letter, shortly after closing and before the first Mortgage payment is due, stressing the importance of making timely payments and advising the Borrower to contact the Servicer if he or she experiences any

financial problems. The letter may be incorporated into the welcome letter sent to Borrowers after closing. The letter must include the following:

- Instructions on how to contact the Servicer if the Borrower is having difficulty making the Mortgage payment on time
- The Servicer's business hours
- A toll-free telephone number to reach the Servicer

3. **Early Delinquency Counseling** — The following provisions apply to Early Delinquency Counseling:

   - Early Delinquency Counseling is counseling provided to a delinquent Borrower by a nonprofit third-party homeownership-counseling agency or an eligible Servicer that involves identifying the reason(s) a Borrower did not make a Mortgage payment on time and working with the Borrower to resolve any financial problems so that future Mortgage payments can be made on a timely basis. The counseling includes a personal and interactive relationship with the Borrower that deals with money management, budgeting and debt management counseling.
   - Applicable Time Periods. Servicers must offer Early Delinquency Counseling including household budget management counseling at no charge to delinquent Borrowers for each Delinquency that occurs during the first year following the Note Date. In addition, if at any time during the life of the Mortgage, the Borrower is having difficulty making Mortgage payments, the Servicer should advise the Borrower to speak with the Servicer or contact a counseling agency for further assistance.
   - Counseling Entity. The Servicer may use the services of a nonprofit third-party homeownership-counseling agency (counseling agency) to conduct the Early Delinquency Counseling or the Servicer may conduct the counseling provided the Servicer has policies and procedures in place to offer the same kind of comprehensive counseling, budgeting and advising capabilities as a counseling agency.

   If a Servicer relies on a counseling agency, it must be fully aware of the status or outcome of all counseling efforts the counseling agency undertakes with a specific Borrower.

   - Initial contact with delinquent Borrower. If the Borrower is experiencing a Delinquency, the Servicer must:
     - Send a letter advising the Borrower of the availability of free counseling
     - Contact the delinquent Borrower to determine the Borrower's current financial situation and the reason for the Delinquency

- Counseling Process and Actions. The counseling must include the following:
  - Analyzing the Borrower's financial situation and developing a plan of action for solving the Delinquency, which in most cases will be a budget worksheet or workout plan giving priority to the Mortgage payment
  - Developing a budget and debt repayment plan enabling the Borrower to meet his or her financial obligations
  - Reviewing the budget worksheet or workout plan with the Borrower and the Servicer, if applicable, so a decision can be made on how to proceed
- In addition to minimum collection efforts set forth in this section, the Servicer must offer Early Delinquency Counseling no later than the 30th day after the Due Date and schedule or conduct the initial counseling session with the Borrower no later than the 45th day after the Due Date.
- Mortgage file. Regardless of whether the Servicer or a counseling agency provides the counseling, the Servicer must include in the Mortgage file:
  - A copy of the "Welcome Letter" as described in Section 9102.2(c)(2)
  - The "Consent to Counseling" described in Section 9102.2(c)(1)
  - The date(s) that counseling was offered
  - The Borrower's response(s)
  - The name of the counseling agency providing the counseling (if not the Servicer)
  - A brief summary of the results of the counseling
- Transfer of Servicing. If the Mortgage is included in a Transfer of Servicing before the end of the one-year period during which Early Delinquency Counseling is required, the transferee Servicer must be informed of the requirement and must be able to provide the required counseling or make arrangements for a counseling agency, as necessary.

9101.3: Evaluation requirements and appeals process in response to the First Complete Borrower Response Package (03/09/16)

This section describes the requirements a Servicer must undertake to facilitate an appeals process when the Borrower is denied a Trial Period Plan based on the Servicer's evaluation of the First Complete Borrower Response Package. The appeals process described in this section does not apply to evaluation decisions that are offered based on a review of an incomplete or no Borrower Response Package.

(a) Evaluation timing and communication to Borrower

1. Within five days of an evaluation decision, but no later than 30 days following receipt of the First Complete Borrower Response Package, the Servicer must provide the appropriate Borrower Evaluation Notice as set forth in Section 9101.3(a)(3) .

2. If the Servicer receives a complete Borrower Response Package 90 or more days before a scheduled foreclosure sale date or prior to the sale date being set, the Servicer must provide the appropriate Borrower Evaluation Notice, which informs the Borrower of:

   - The option to either accept or reject an offer of an alternative to foreclosure, and the additional option to appeal within 14 days of the date of the evaluation notice

   - The right to accept an offer of an alternative to foreclosure and simultaneously appeal a denial of any Trial Period Plan

   - The right to accept any offer of an alternative to foreclosure for which the Borrower is approved as a result of the appeal or to accept or indicate an intent to accept any original offer of an alternative to foreclosure, which will still be available as an option up to 14 days after the appeal decision has been sent to the Borrower

   - All Trial Period Plans for which review of a complete Borrower Response Package is required and for which the Borrower is not eligible (even if there is an offer for another Trial Period Plan); and

   - The right to appeal a denial of a Trial Period Plan and the process and timeline including:

     - The address to which the Borrower must submit the appeal, which must be in writing and must include the Borrower's name, property address and mortgage loan number

     - A statement that the Servicer's appeal determination is not subject to further appeal

- ❑ A statement that the foreclosure process will be suspended during the appeals process

3. The Servicer must send the Borrower the appropriate Borrower Evaluation Notice communicating the decision with one of the following outcomes:

   - Non-Approval, Capacity to Pay Your Mortgage – Borrower has the capacity to repay the Mortgage
   - Offer reinstatement
   - Offer a repayment plan (with or without a partial reinstatement offer)*
   - Offer a forbearance plan
   - Offer a Home Affordable Modification Program (HAMP®) Trial Period Plan
   - Offer a Trial Period Plan as set forth in Chapter 9206 (e.g., Freddie Mac Standard Modification)
   - Offer a short sale as set forth in Chapter 9208 (i.e., Freddie Mac Standard Short Sale)
   - Offer a deed-in-lieu of foreclosure as set forth in Chapter 9209 (i.e., Freddie Mac Standard Deed-in-Lieu of Foreclosure)
   - Non-Approval, Not Eligible for Alternative to Foreclosure – Borrower does not qualify for any alternative to foreclosure
   - Non-Approval, Proceed to Foreclosure

   Model letters describing each of these responses are included in Exhibit 93, Evaluation Model Clauses. Use of the model letters is optional; however, they illustrate the level of specificity that is deemed to be in compliance with the requirements of this section. The model letters may be altered at the Servicer's discretion to meet the requirements of this chapter and Chapters 9203, 9205, 9206, 9208, 9209 and 8404 and must be altered by the Servicer as necessary to comply with applicable federal, State and local law.

   Servicers must ensure that the model letters are revised as necessary to include denial reasons and information about the Borrower's right to appeal the Servicer's decision when the Borrower is denied a Trial Period Plan based on an evaluation of the First Complete Borrower Response Package. Exhibit 93 includes a list of denial reasons for use with the model letters. As a reminder, impermissible denial reasons include, but are not limited to, the following:

   - Full lender recourse or indemnification – In situations where the Servicer chose not to repurchase the Mortgage from Freddie Mac or, in the case of indemnification, chose not to modify the Mortgage, the Servicer must disclose the reason it will not modify the Mortgage, which must be based on its own requirements. Servicers are reminded

that they may repurchase any Mortgage subject to full lender recourse or indemnification in accordance with the requirements set forth in Bulletin 2012-10, and may choose to modify a Mortgage subject to indemnification in accordance with the requirements in Bulletin 2016-5.

- FHA, RHS or VA Mortgage – The Servicer must determine eligibility for a loan modification under applicable agency requirements

*Note: A Servicer may combine the relevant contents of the Borrower Evaluation Notice for a reinstatement offer with the contents of the notice for a repayment plan offer when offering the Borrower a partial reinstatement of the Mortgage coupled with a repayment plan in accordance with the requirements of Chapter 9203. Further, if the offer for a foreclosure alternative is made 37 days or less prior to a scheduled foreclosure sale as set forth in Section 9301.28, a Borrower's intent to accept the offer may not be communicated verbally, but must be in writing, at this late stage in the foreclosure process. Therefore, the Servicer must delete the reference "at [SERVICER PHONE NUMBER] or" and otherwise amend the Evaluation Model Clause as appropriate.

Servicers must comply with applicable law when obtaining a complete Borrower Response Package. Refer to Chapters 9203, 9204, 9205, 9206, 9208, 9209 and 8404 for requirements related to forbearance, modifications, short sales and deeds-in-lieu of foreclosure.

(b) Managing the Borrower's response to an evaluation decision

The Servicer may only accept and review a valid appeal of the denial of any Trial Period Plan based on the evaluation of the First Complete Borrower Response Package within 14 days from the date of the Servicer's offer or denial notice. A valid appeal requires the Borrower to provide the following:

- An appeal of the denial for a Trial Period Plan in writing with his or her name
- Property address; and
- Mortgage loan number

Any Borrower appeal must be reviewed by different Servicer personnel than those responsible for the initial evaluation decision. The Borrower may, but is not required to, submit any supporting documentation at the time he or she notifies the Servicer of an appeal.

If the Borrower submits supporting documentation within 14 days of the date the Servicer sent the Borrower Evaluation Notice, the Servicer must evaluate the supporting documentation during the appeal review. If documentation presented causes the Borrower to no longer be eligible for an original alternative to foreclosure, then the Servicer must inform the Borrower that the Borrower is no longer eligible for that original alternative to foreclosure. The model clauses in Exhibit 93 include language that conditions the offers on continuing eligibility based on information known to the Servicer.

If the Borrower submits new information or documentation after the 14-day Borrower response period, the new information or documentation is not subject to the right of appeal process in this section and must be evaluated in accordance with Section 9201.2. However, the Servicer may consider such new information as part of the appeal process within the time frames described in this section if it is feasible to do so.

The Servicer must have a policy applied consistently to all Mortgages to determine whether any new information received after the appeal decision is a material change in circumstance that warrants another review. Servicers must treat any new information and documentation received after the 14-day Borrower response period as a new Borrower Response Package.

If the Servicer concludes that a review of the updated complete Borrower Response Package is warranted, the Servicer must provide a decision to the Borrower within 30 days of receipt of the new information as provided under Section 9102.5(c).

The Servicer must provide the Borrower with an appeal decision notice within 30 days of receipt of the Borrower's appeal. The appeal decision must include the original offer, if any, provided the Borrower remains eligible for the original offer. If the Borrower is eligible for a Trial Period Plan that was not part of the original offer, the Servicer must provide the new Trial Period Plan to that Borrower. The Servicer must provide the Borrower with 14 days (from the date the Servicer sends the appeal decision notice) to accept either the original offer, if the Borrower remains eligible, or indicate an intent to accept the new Trial Period Plan offer. If a payment is required under an offer, then the Servicer must follow the relevant requirements under Chapters 9203, 9205, 9206, 9208 and 9209 concerning legal acceptance for that offer. However, the Servicer must continue to suspend foreclosure until the deadline for submission of the first payment under that offer has passed.

Borrower acceptance of an original offer after an appeal decision

If the Borrower accepts the original offer after receiving the appeal decision and remains eligible for the original offer, the Servicer must:

- Reissue the original offer extended in the initial Borrower Evaluation Notice
- Reissue the original offer with a new first Trial Period Plan due date, if applicable and
  - Inform the Borrower that unpaid interest and other amounts that continue to accrue during the appeal, such as Escrows for taxes and insurance, will result in the Mortgage becoming more delinquent; and
  - Inform the Borrower that if the Trial Period Plan is successfully completed, then, at the time of modification, any additional arrearages will be capitalized into the modified UPB, if permitted by applicable law

When the original offer is reissued to the Borrower, the Servicer may either revise the Trial Period payment amount or keep it the same provided it applies the same method consistently

to all similarly situated Borrowers for the Freddie Mac Mortgages it services. However, the Servicer must ensure the final terms of the modification reflect all arrearages, including any additional delinquent amounts accrued during the appeal review process.

Trial Period payment due date

If a new Trial Period Plan offer is made with the appeal decision, the Trial Period payment due date must be set in accordance with Sections 9206.11 or 9205.9, as applicable, assuming that there is a new Trial Period Plan offer being made. The period for the Borrower to indicate an intent to accept the new Trial Period Plan offer is extended until 14 days following the new Trial Period Plan offer, and legal acceptance via payment, as required under the Trial Period Plan, remains unchanged.

The Trial Period payment due date of a new Trial Period Plan offer, or revised payment due date for an original Trial Period Plan offer, is based on when the appeals decision is sent by the Servicer to the Borrower. The Servicer must determine the Trial Period Plan Effective Date and the due date of the first Trial Period payment in accordance with the following instructions:

- If the Servicer sends the appeal decision on or before the 15th of the month, then the Trial Period Plan Effective Date and the due date of the first Trial Period payment is the first day of the next month

- If the Servicer sends the appeal decision after the 15th of the month, then the Trial Period Plan Effective Date and the due date of the first Trial Period payment is the first day of the month after the next month

For example, if the Servicer sends the appeal decision notice to the Borrower between June 1 and June 15, the Trial Period Plan Effective Date and first Trial Period payment due date are both July 1. If the Servicer sends the appeal decision notice to the Borrower between June 17 and June 30, the Trial Period Plan Effective Date and the first Trial Period payment due date are both August 1.

In response to the Servicer's decision, the Borrower's notification to the Servicer that he or she intends to accept an offer may be demonstrated as follows:

- Verbal notification, as permitted in Sections 9101.4 and 9301.28

- Written notification; or

- Remittance of payment due under the offer of an alternative to foreclosure that requires payment (e.g., a Trial Period Plan)

(See also foreclosure postponement requirements in Section 9101.4 in response to an evaluation decision.)

(c) Document retention

The Servicer must maintain in the Mortgage file documentation of all communications relating to appeals. The Servicer must provide appeal case files or aggregated information to Freddie Mac for review upon request.

9101.4: Foreclosure suspension obligations and additional short sale and deed-in-lieu of foreclosure requirements once the First Complete Borrower Response Package is received (03/02/16)

(a) General foreclosure suspension obligations

Servicers must comply with the following foreclosure suspension requirements for the First Complete Borrower Response Package received more than 37 days prior to a scheduled foreclosure sale. However, existing foreclosure suspension requirements set forth in Section 9301.28 still apply when:

- The First Complete Borrower Response Package is received 37 days or less prior to a scheduled foreclosure sale date; or
- The Mortgage is not secured by a Primary Residence; or
- The Mortgage is secured by a Primary Residence and the Servicer is reviewing a complete Borrower Response Package received after the First Complete Borrower Response Package

The Servicer must delay or ensure that foreclosure counsel delays filing the first legal action (as defined in Section 9301.19), the motion for judgment or order of sale, or if the motion has been filed, request the court to delay a hearing or ruling as permitted under State or local law, unless:

- The First Complete Borrower Response Package was received 90 or more days prior to a scheduled foreclosure sale, or received at any time prior to a foreclosure sale date being set, and (i) the Servicer has reviewed the First Complete Borrower Response Package, (ii) the Servicer notified the Borrower of its decision, and (iii) the Borrower has not requested an appeal within 14 days of the Servicer's evaluation decision or the Borrower's appeal has been denied
- The Servicer has reviewed the First Complete Borrower Response Package received less than 90 days prior to the foreclosure sale date and notified the Borrower of a denial decision. In this instance, the Servicer's decision is not subject to an appeal
- The Borrower rejects an alternative to foreclosure offered by the Servicer; or

- The Borrower fails to perform under the terms of an alternative to foreclosure, such as missing a Trial Period Plan payment

To accept an offer

A Borrower's notification to the Servicer that he or she intends to accept an offer may be demonstrated as follows:

- Verbal notification
- Written notification

Additionally, if a payment is required to accept an alternative to foreclosure offer, and the Borrower does not communicate a verbal or written rejection of the offer, the Servicer must postpone foreclosure actions where legally permitted until after the last day of the month in which the first payment is due under the terms of the alternative to foreclosure offer. If the Servicer receives the first payment timely in accordance with the terms of a Trial Period Plan, repayment plan or forbearance plan, the Servicer must delay the next legal action unless the Borrower breaches the plan.

(b) Freddie Mac Standard Short Sale ("short sale") evaluations and foreclosure suspension obligations

The following requirements describe the actions a Servicer must take when the First Complete Borrower Response Package is received more than 37 days prior to a scheduled foreclosure sale and results in an offer to proceed with a short sale.

- The Servicer must provide a decision to the Borrower within five days of an evaluation decision but no later than 30 days from the Servicer's receipt of the complete Borrower Response Package
- The Servicer must include in the evaluation notice a date by which the Borrower must respond to the short sale offer (including a counteroffer to the purchase offer received), which must be 14 days from the date of the Borrower Evaluation Notice
- If a purchase offer was not submitted with the First Complete Borrower Response Package:
  - The Servicer must require the Borrower to provide a purchase offer no later than 45 days from the date of the Borrower Evaluation Notice, or the date of an appeal decision if applicable, for purposes of delaying the next legal action in the foreclosure process
  - The Servicer must communicate to the Borrower that if a purchase contract is not received by the due date, which is 45 days from the date of the Borrower Evaluation Notice, the Borrower can continue to market the property after the expiration of the due date; however foreclosure legal actions will commence or recommence

- ❑ Once a purchase offer is received within 45 days from the date of a Borrower Evaluation Notice, the Servicer must complete its review and provide a decision to the Borrower within 15 days of receipt of the purchase offer and, if the Servicer sends a counteroffer, it must require the Borrower to respond to the counteroffer within five Business Days of the date the Borrower receives the counteroffer

The Servicer must delay, or ensure that foreclosure counsel delays, filing the first legal action, the motion for judgment or order of sale, or if the motion has been filed, request the court to delay a hearing or ruling as permitted under State or local law during the following:

- The evaluation of the First Complete Borrower Response Package
- The Borrower response period to the Servicer's evaluation decision (i.e., 14 days from the date of the Borrower Evaluation Notice)
- The 45-day response period in which the Borrower must provide a purchase offer to the Servicer, provided the Borrower responded timely to the Servicer's evaluation decision
- The Servicer review period (up to 15 days) to provide a decision on a purchase offer received within 45 days from the date of a Borrower Evaluation Notice
- The appeal period, if applicable, if the Borrower exercises his or her right to appeal a denial of a loan modification. The Servicer must delay the next legal action during its review of the Borrower's appeal and up to an additional 14 days for the Borrower to respond to the appeal decision. In cases where a purchase offer was not submitted with the First Complete Borrower Response Package, the Servicer must adjust the time frame in which the purchase offer must be submitted, which is 45 days from the date of the appeal decision.

If the Servicer approves a purchase offer received within 45 days of the date of the Borrower Evaluation Notice, it must continue to delay filing the first legal action, the motion for judgment or order of sale, or foreclosure sale to permit settlement of the short sale.

If the purchase offer is rejected and the Borrower does not assert his or her right to appeal for a loan modification, or the purchase offer is not received within 45 days from the date of the Borrower Evaluation Notice, the Servicer must proceed with the next legal action in the foreclosure process. However, the Borrower may continue to market the property while foreclosure legal actions commence or recommence. If a purchase offer is eventually received, the Servicer must provide a decision within 30 days of receipt.

Refer to Sections 9208.2 through 9208.9 for additional requirements for completing a short sale and requirements specific to situations where the Servicer is not evaluating the First Complete Borrower Response Package received more than 37 days prior to a scheduled foreclosure sale date.

(c) Freddie Mac Standard Deed-in-lieu of foreclosure ("DIL") evaluations and foreclosure suspension obligations

The following requirements describe the actions a Servicer must take when the First Complete Borrower Response Package is received more than 37 days prior to a scheduled foreclosure sale and results in an offer to proceed with a DIL.

- The Servicer must provide a decision to the Borrower within five days of an evaluation decision but no later than 30 days from the Servicer's receipt of the complete Borrower Response Package
- The Servicer must include in the evaluation notice a date by which the Borrower must respond to the DIL offer, which must be 14 days from the date of the Borrower Evaluation Notice
- If the Borrower is approved to proceed with the DIL and accepts the offer, the Servicer must receive all necessary approvals (e.g., title, secondary lien(s), MI) and execute the DIL within 60 days of the date the Borrower's communication to accept the offer was received by the Servicer

The Servicer must ensure that foreclosure counsel delays filing the first legal action, the motion for judgment or order of sale, or if the motion has been filed, request the court to delay a hearing or ruling as permitted under State or local law, during:

- The evaluation of the complete Borrower Response Package in which the Servicer must provide a decision within five days of an evaluation decision but no later than 30 days from receipt of the Borrower Response Package

- The Borrower response period to the Servicer's evaluation decision (14 days from the date of the Borrower Evaluation Notice)

- The appeal period, if applicable, if the Borrower exercises his or her right to appeal for a loan modification. The Servicer must delay the next legal action during its review of the Borrower's appeal (up to 30 days) and up to an additional 14 days for the Borrower to respond to the appeal decision. The Servicer must adjust the time frame in which to delay foreclosure actions for up to 60 days to complete the DIL, to be based on the date of the Borrower acceptance of an offer after an appeal decision has been communicated.

- Completion of the DIL transaction within 60 days of the date the Borrower communicated acceptance of the DIL offer. The Servicer must continue to delay the next legal action in the foreclosure process to complete the DIL provided that the Borrower did not previously accept a short sale offer that was not viable and then subsequently accepts the DIL offer.

If the Servicer is unable to complete the DIL transaction within 60 days of the date of Borrower acceptance, the Servicer must proceed with the next legal action in the foreclosure process. The Servicer will be allocated an additional 30 days to complete the DIL transaction

and must only delay the next legal action in the foreclosure process upon receipt of the executed deed and all required DIL documents.

In addition, if the Borrower was previously approved for a short sale and transitioned to a DIL because the short sale transaction was not successful, the Servicer must not delay the next legal action in the foreclosure process until the Servicer has received the executed deed and all required DIL documents.

Refer to Sections 9209.2 through 9209.8 for additional requirements related to the completion of a DIL, and requirements specific to situations where the Servicer is not evaluating the First Complete Borrower Response Package received more than 37 days prior to a scheduled foreclosure sale date.

Chapter 9102: Delinquencies

9102.1: General requirements for Servicing delinquent Mortgages (03/02/16)

Refer to Bulletin 2016-2, which requires all Servicers to be set up to receive reimbursement of expenses and payment of incentives via Automated Clearing House credit entries, which may be implemented prior to the mandatory implementation of the August 1, 2016 effective version of this section.

(a) Servicer responsibilities

The Servicer must develop, follow and maintain prudent and efficient written procedures that meet Freddie Mac requirements for promptly curing Delinquencies and comply with all applicable laws.

The Servicer must employ staff that is experienced and skilled in financial counseling and Mortgage collection techniques. The Servicer's staff must assist a Borrower in bringing a Mortgage current, while protecting the Borrower's equity and credit rating and protecting Freddie Mac's interests. The Servicer must also employ staff that is adequately trained to discuss interest rate adjustments for Step-Rate Mortgages, in accordance with the requirements in Chapter 8501.

Freddie Mac encourages Servicers to develop 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 alternatives to foreclosure available to the Borrower.

If the Servicer develops a Borrower Delinquency management 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 an alternative to foreclosure and the status of pending foreclosure proceedings.

(b) Delinquency rates

The Servicer's continued eligibility to service Mortgages for Freddie Mac is contingent on maintaining Delinquency rates that are acceptable to Freddie Mac. Freddie Mac may disqualify or suspend a Servicer if the Servicer's 30-, 60- or 90+-day Delinquency rate or REO rate is more than 50% higher than the average 30-, 60- or 90+-day Delinquency rate or REO rate for all Mortgages owned or guaranteed by Freddie Mac nationally or in the same geographical area (which may include Standard Metropolitan Statistical Area, county or State) in which the Mortgaged Premises that secure the Mortgages serviced by the Servicer are located and with similar Mortgage and Borrower characteristics such as origination year,

loan-to-value ratio and documentation type (e.g., full documentation, reduced documentation).

(c) Collection records

The Servicer must maintain records of all collection efforts and make the records available for Freddie Mac's inspection on request. The Servicer's collection records must evidence:

- Dates that letters and notices were mailed
- Dates and results of personal contacts with the Borrower via telephone, e-mail, face-to-face or other responsible collection techniques
- Reasons for prior and current defaults
- Terms of any repayment arrangements
- Documentation of property inspections, as required in Section 9202.11

(d) Buydown accounts

Funds in a buydown account should not automatically be used to bring a delinquent Mortgage current. Such funds may be applied for this purpose if permissible under the terms of the applicable buydown agreement and the Servicer has determined that, despite the reduction of funds in the buydown account, there is a reasonable prospect that the Borrower will be able to maintain the Mortgage current after the application of buydown funds to cure the Delinquency.

(e) FHA, RHS, VA and MI requirements

The Servicer must be familiar with and satisfy all applicable requirements of the FHA, RHS, VA or MI. The Servicer is required to file on a timely basis all notices to the FHA, RHS, VA or MI. Copies of routine notices sent to the FHA, RHS, VA, MI or the Borrower must be maintained in the Mortgage file but need not be sent to Freddie Mac, unless specifically requested.

Each notice to the MI must state that Freddie Mac is the owner of each related Mortgage.

(f) Freddie Mac rights

Freddie Mac retains the right in its discretion to:

- Impose additional Servicing requirements as Freddie Mac deems appropriate
- Direct the Servicer to transfer Servicing of any delinquent Mortgage serviced for Freddie Mac that has two or more payments outstanding as of a date in the month specified by Freddie Mac (the "Determination Date") to a Servicer designated by Freddie Mac. The

Transfer of Servicing of delinquent Mortgages will occur monthly, effective as of a date in the month specified by Freddie Mac (the "Transfer Date"). Any Mortgage identified as two or more payments in arrears on the Determination Date will transfer on the Transfer Date, regardless of whether the loan becomes current before the Transfer Date. Freddie Mac will provide the Servicer (the Transferor Servicer) with written notice at least 90 days in advance of the first Transfer of Servicing date for such Mortgages. With respect to such a Transfer of Servicing:

- The Servicing compensation for the Mortgages being transferred shall be determined by Freddie Mac and shall be payable to the new Servicer
- No compensation will be paid to the Transferor Servicer
- The Transferor Servicer will be responsible for any transfer-related expenses (see Section 3603.1(a)(i) for a description of such expenses)
- Such Mortgages will remain with the Transferee Servicer, whether or not they become current after the Determination Date

The Transfer of Servicing does not relieve the Transferor Servicer of any of its obligations under the Purchase Documents with respect to the Mortgages for which Servicing is transferred.

Freddie Mac may discontinue the monthly transfer of delinquent Mortgages at any time upon written notice to the Transferor Servicer, and may provide up to 180 days notice prior to the discontinuation of the monthly transfer of delinquent Mortgages if requested by the Servicer.

The Transferor Servicer must cooperate with Freddie Mac and is responsible for:

- Facilitating, at its expense, the transfer of the Mortgage file, payment history, escrow account, copies of all correspondence with the Borrower and any other information, records or documentation pertaining to the Mortgages requested by Freddie Mac
- Providing the Borrower with any notice of the change with respect to the servicing activities as may be required by Freddie Mac
- Informing any necessary third parties, such as tax and insurance services, attorneys, and vendors of the change with respect to the servicing activities

(g) Remitting compensatory and other fees

Servicers may be assessed compensatory and other fees associated with its failure to comply with certain Freddie Mac requirements as provided under the Guide. For example, Servicers may be assessed fees for failing to comply with Freddie Mac's EDR requirements, late foreclosure sale reporting compensatory fees or State foreclosure timeline compensatory fees.

Such fees will be billed to the Servicer on the Servicer's monthly Servicer Non-Performing Loans Invoice.

Servicers must remit payment of Servicer Non-Performing Loans Invoices via an Automated Clearing House (ACH) draft initiated by Freddie Mac. Freddie Mac will initiate the ACH draft on the last Business Day of the month in which the Servicer receives the Servicer Non-Performing Loans Invoice.

To authorize ACH drafting of Servicer Non-Performing Loans Invoices or to make changes to ACH draft account instructions previously provided, Servicers must submit a Form 1132, Authorization for Automatic Transfer of Funds Through the Automated Clearing House (ACH), to the address on the form no later than 15 Business Days before the last Business Day of the first month in which the Servicer owes any compensatory and other fees to Freddie Mac reflected on the Servicer Non-Performing Loans Invoice.

The account the Servicer designates as the ACH draft account must not be a Custodial Account. Servicers may establish one ACH account for the payment of invoices for both the Performing Loans monthly Servicer Billing Statement and the Servicer Non-Performing Loans Invoice, or establish two separate accounts. Servicers may submit billing inquires or billing-related requests to **Servicer_Billing@freddiemac.com**.

See Section 8303.6 and 8303.35 concerning Performing Loans remittances.

The term "Performing Loans Invoices" on Form 1132 includes, but is not limited to, "Performing Loans monthly Servicer Billing Statements" and "PL001 (Performing Loans)." The term "Nonperforming Loans Invoices" on Form 1132 includes, but is not limited to, "Servicer Non-Performing Loans Invoices" and "NPL01 (Non Performing Loans)."

(h) Receiving reimbursement of expenses/payment of incentives via ACH credit entries

Servicers may elect to receive reimbursement of expenses and payment of incentives via ACH by following the steps outlined in Exhibit 98, Expense Reimbursement/Incentive Payment Authorization Agreement for ACH Credits.

Servicers should refer to Chapter 9701 for detailed information related to the reimbursement of expenses and the use of the Freddie Mac Reimbursement System.

9102.1: General requirements for Servicing delinquent Mortgages (Future effective date 08/01/16)

(a) Servicer responsibilities

The Servicer must develop, follow and maintain prudent and efficient written procedures that meet Freddie Mac requirements for promptly curing Delinquencies and comply with all applicable laws.

The Servicer must employ staff that is experienced and skilled in financial counseling and Mortgage collection techniques. The Servicer's staff must assist a Borrower in bringing a Mortgage current, while protecting the Borrower's equity and credit rating and protecting Freddie Mac's interests. The Servicer must also employ staff that is adequately trained to discuss interest rate adjustments for Step-Rate Mortgages, in accordance with the requirements in Chapter 8501.

Freddie Mac encourages Servicers to develop 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 alternatives to foreclosure available to the Borrower.

If the Servicer develops a Borrower Delinquency management 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 an alternative to foreclosure and the status of pending foreclosure proceedings.

(b) Delinquency rates

The Servicer's continued eligibility to service Mortgages for Freddie Mac is contingent on maintaining Delinquency rates that are acceptable to Freddie Mac. Freddie Mac may disqualify or suspend a Servicer if the Servicer's 30-, 60- or 90+-day Delinquency rate or REO rate is more than 50% higher than the average 30-, 60- or 90+-day Delinquency rate or REO rate for all Mortgages owned or guaranteed by Freddie Mac nationally or in the same geographical area (which may include Standard Metropolitan Statistical Area, county or State) in which the Mortgaged Premises that secure the Mortgages serviced by the Servicer are located and with similar Mortgage and Borrower characteristics such as origination year, loan-to-value ratio and documentation type (e.g., full documentation, reduced documentation).

(c) Collection records

The Servicer must maintain records of all collection efforts and make the records available for Freddie Mac's inspection on request. The Servicer's collection records must evidence:

- Dates that letters and notices were mailed
- Dates and results of personal contacts with the Borrower via telephone, e-mail, face-to-face or other responsible collection techniques
- Reasons for prior and current defaults
- Terms of any repayment arrangements

- Documentation of property inspections, as required in Section 9202.11

(d) Buydown accounts

Funds in a buydown account should not automatically be used to bring a delinquent Mortgage current. Such funds may be applied for this purpose if permissible under the terms of the applicable buydown agreement and the Servicer has determined that, despite the reduction of funds in the buydown account, there is a reasonable prospect that the Borrower will be able to maintain the Mortgage current after the application of buydown funds to cure the Delinquency.

(e) FHA, RHS, VA and MI requirements

The Servicer must be familiar with and satisfy all applicable requirements of the FHA, RHS, VA or MI. The Servicer is required to file on a timely basis all notices to the FHA, RHS, VA or MI. Copies of routine notices sent to the FHA, RHS, VA, MI or the Borrower must be maintained in the Mortgage file but need not be sent to Freddie Mac, unless specifically requested.

Each notice to the MI must state that Freddie Mac is the owner of each related Mortgage.

(f) Freddie Mac rights

Freddie Mac retains the right in its discretion to:

- Impose additional Servicing requirements as Freddie Mac deems appropriate
- Direct the Servicer to transfer Servicing of any delinquent Mortgage serviced for Freddie Mac that has two or more payments outstanding as of a date in the month specified by Freddie Mac (the "Determination Date") to a Servicer designated by Freddie Mac. The Transfer of Servicing of delinquent Mortgages will occur monthly, effective as of a date in the month specified by Freddie Mac (the "Transfer Date"). Any Mortgage identified as two or more payments in arrears on the Determination Date will transfer on the Transfer Date, regardless of whether the loan becomes current before the Transfer Date. Freddie Mac will provide the Servicer (the Transferor Servicer) with written notice at least 90 days in advance of the first Transfer of Servicing date for such Mortgages. With respect to such a Transfer of Servicing:
  - The Servicing compensation for the Mortgages being transferred shall be determined by Freddie Mac and shall be payable to the new Servicer
  - No compensation will be paid to the Transferor Servicer
  - The Transferor Servicer will be responsible for any transfer-related expenses (see Section 3603.1(a)(i) for a description of such expenses)

- Such Mortgages will remain with the Transferee Servicer, whether or not they become current after the Determination Date

The Transfer of Servicing does not relieve the Transferor Servicer of any of its obligations under the Purchase Documents with respect to the Mortgages for which Servicing is transferred.

Freddie Mac may discontinue the monthly transfer of delinquent Mortgages at any time upon written notice to the Transferor Servicer, and may provide up to 180 days notice prior to the discontinuation of the monthly transfer of delinquent Mortgages if requested by the Servicer.

The Transferor Servicer must cooperate with Freddie Mac and is responsible for:

- Facilitating, at its expense, the transfer of the Mortgage file, payment history, escrow account, copies of all correspondence with the Borrower and any other information, records or documentation pertaining to the Mortgages requested by Freddie Mac

- Providing the Borrower with any notice of the change with respect to the servicing activities as may be required by Freddie Mac

- Informing any necessary third parties, such as tax and insurance services, attorneys, and vendors of the change with respect to the servicing activities

(g) Remitting compensatory and other fees

Servicers may be assessed compensatory and other fees associated with its failure to comply with certain Freddie Mac requirements as provided under the Guide. For example, Servicers may be assessed fees for failing to comply with Freddie Mac's EDR requirements, late foreclosure sale reporting compensatory fees or State foreclosure timeline compensatory fees. Such fees will be billed to the Servicer on the Servicer's monthly Servicer Non-Performing Loans Invoice.

Servicers must remit payment of Servicer Non-Performing Loans Invoices via an Automated Clearing House (ACH) draft initiated by Freddie Mac. Freddie Mac will initiate the ACH draft on the last Business Day of the month in which the Servicer receives the Servicer Non-Performing Loans Invoice.

To authorize ACH drafting of Servicer Non-Performing Loans Invoices or to make changes to ACH draft account instructions previously provided, Servicers must submit a Form 1132, Authorization for Automatic Transfer of Funds Through the Automated Clearing House (ACH), to the address on the form no later than 15 Business Days before the last Business Day of the first month in which the Servicer owes any compensatory and other fees to Freddie Mac reflected on the Servicer Non-Performing Loans Invoice.

The account the Servicer designates as the ACH draft account must not be a Custodial Account. Servicers may establish one ACH account for the payment of invoices for both the

Performing Loans monthly Servicer Billing Statement and the Servicer Non-Performing Loans Invoice, or establish two separate accounts. Servicers may submit billing inquires or billing-related requests to **Servicer_Billing@freddiemac.com**.

See Section 8303.6 and 8303.35 concerning Performing Loans remittances.

The term "Performing Loans Invoices" on Form 1132 includes, but is not limited to, "Performing Loans monthly Servicer Billing Statements" and "PL001 (Performing Loans)." The term "Nonperforming Loans Invoices" on Form 1132 includes, but is not limited to, "Servicer Non-Performing Loans Invoices" and "NPL01 (Non Performing Loans)."

(h) Receiving reimbursement of expenses/payment of incentives via ACH credit entries

To be reimbursed for expenses and paid incentives, Servicers must authorize Freddie Mac to make such payments via ACH credit entries into their commercial checking accounts. To authorize receipt of ACH credit entries or to make changes to ACH credit account instructions previously provided, Servicers must follow the steps outlined in Exhibit 98, Expense Reimbursement/Incentive Payment Authorization Agreement for ACH Credits, and submit the form to the address provided.

Servicers may submit ACH credit-related questions or concerns to: **104_Expense@freddiemac.com**.

Servicers should refer to Chapter 9701 for detailed information related to the reimbursement of expenses and the use of the Freddie Mac Reimbursement System.

9102.2: Late charges (03/02/16)

(a) Late charge assessment

The Servicer must not assess a late charge in an amount greater than 5% of the principal and interest payment. On an FHA or VA Mortgage, a late charge may be assessed and collected in accordance with the applicable program terms. The Servicer is responsible for collecting from the Borrower any recording or similar costs incidental to the granting of relief.

The Servicer may not impose a late charge if the Mortgage is a Home Mortgage and the installment is received within 15 days* after the Due Date.

* If this date is a Saturday, Sunday or federal holiday, it is extended to the next Business Day. The Servicer may retain any late charge collected as additional Servicing compensation if the charge is allowed under the Note.

(b) Late charge collection

Regardless of any provision to the contrary in the Note or the Security Instrument, the Servicer may not collect a late charge by any of the following methods:

1. Charging the Borrower's Escrow or impound account
2. Deducting from a regular monthly installment
3. Deducting from a payment made to partially or fully cure a Delinquency
4. Adding to the outstanding principal balance of the Mortgage
5. Causing a Mortgage to become delinquent or be placed in foreclosure because of an unpaid late charge

For payment application requirements, refer to Sections 8101.14 through 8101.17.

9102.3: Establishing Borrower contact during Delinquency (03/02/16)

Refer to Bulletin 2015-22, which announced revisions to Borrower contact and solicitation requirements that may be implemented prior to the mandatory implementation of the June 1, 2016 effective version of this section.

(a) Collection techniques

Servicing of a delinquent Mortgage must be based upon personal contact, either by telephone, e-mail or face-to-face interviews with a Borrower. Form letters and notices, while having a place in any Servicing program, generally are not as effective as personal contact and must not be used exclusively.

The Servicer's collection techniques must include the use of:

1. Telephone contacts or face-to-face interviews
2. Written communications such as notices and letters
3. Other responsible collection techniques used by prudent Mortgage Servicers such as e-mail or a Servicer's web portal.

If the Servicer discovers that the Borrower's contact information (phone number or mailing address) is invalid, then it should initiate skip trace activities to obtain alternate phone numbers or mailing addresses.

(b) Quality right party contact

A Servicer's objective in contacting a delinquent Borrower is to establish quality right party contact.

Quality right party contact occurs when a Servicer establishes a rapport with the Borrower expressing empathy and a desire to help identify and discuss with the Borrower, co-Borrower or trusted advisor, such as a housing counselor, the most appropriate options for Delinquency resolution. A Servicer must make every attempt to achieve quality right party contact by:

- Determining the reason for the Delinquency and whether the reason is temporary or permanent in nature
- Determining whether or not the Borrower has vacated or plans to vacate the property
- Determining the Borrower's current perception of their financial circumstances and ability to repay the debt
- Setting payment expectations and educating the Borrower on the availability of alternatives to foreclosure as appropriate
- Obtaining a commitment from the Borrower to either resolve the Delinquency through traditional methods (paying the total delinquent amount) or engaging in an alternative to foreclosure solution

The Servicer must notify Freddie Mac that it achieved quality right party contact with the Borrower via an EDR transmission within the first three Business Days of the month as follows:

- Report default action code AW and the date of the first quality right party contact established with the Borrower. Report the date one time in the month following the month that quality right party contact was established with the Borrower.
- Report default action code AX if any subsequent quality right party contact was made with the Borrower after the initial contact was established. Report the date of the last quality right party contact one time in the month following the month that the action occurred. Default action code AX may be reported in the same month as default action code AW if a Servicer establishes a subsequent quality right party contact with the Borrower in the same month that initial contact was achieved. If the Servicer is working with the Borrower over a period of several months to resolve the Delinquency, it must continue to report default action code AX with the date of the last quality right party contact for each month in which the action applies.

For additional information about EDR, refer to Section 9102.7 and Exhibit 82, Electronic Default Reporting Transmission Code List.

A Servicer will be measured on its effectiveness in achieving quality right party contact. Borrowers in bankruptcy are excluded from the quality right party contact performance standard.

Refer to Section 9201.5 for additional information on the quality right party contact performance standard.

The Borrower outreach and solicitation requirements specified in this chapter represent the minimum required effort a Servicer must make to reach Borrowers early in the Delinquency process and throughout the Delinquency cycle to more efficiently mitigate default. Freddie Mac encourages and fully supports Servicers that have or will implement additional processes, such as a single point of contact model, not currently required under the Guide or Servicers' other Purchase Documents for purposes of achieving contact continuity throughout the Delinquency process. If the Servicer elects to have a process supporting a single point of contact model and is using a team approach, the Servicer should provide the Borrower the ability to request and speak to a specific person from the assigned personnel team and leave a message. However, the Servicer may not use any additional processes that are not compliant with applicable law or otherwise adverse to Freddie Mac.

9102.3: Establishing Borrower contact during Delinquency (Future effective date 06/01/16)

(a) Collection techniques

Servicing of a delinquent Mortgage must be based upon personal contact, either by telephone, e-mail or face-to-face interviews with a Borrower. Form letters and notices, while having a place in any Servicing program, generally are not as effective as personal contact and must not be used exclusively.

The Servicer's collection techniques must include the use of:

1. Telephone contacts or face-to-face interviews

2. Written communications such as notices and letters

3. Other responsible collection techniques as permitted under applicable law including, but not limited to, e-mail, text messaging, voice response unit (VRU) technology or a Servicer's web portal.

If the Servicer discovers that the Borrower's contact information (phone number or mailing address) is invalid, then it should initiate skip trace activities to obtain alternate phone numbers or mailing addresses.

(b) Quality right party contact

A Servicer's objective in contacting a delinquent Borrower is to establish quality right party contact.

Quality right party contact occurs when a Servicer establishes contact with the Borrower and discusses with the Borrower, co-Borrower or trusted advisor, such as a housing counselor, the most appropriate options for Delinquency resolution. A Servicer must make every attempt to achieve quality right party contact by:

- Determining the reason for the Delinquency and whether the reason is temporary or permanent in nature
- Determining the Borrower's ability to repay the debt
- Setting payment expectations and educating the Borrower on the availability of alternatives to foreclosure as appropriate
- Obtaining a commitment from the Borrower to either resolve the Delinquency through traditional methods (paying the total delinquent amount) or engaging in an alternative to foreclosure solution

The Servicer must notify Freddie Mac that it achieved quality right party contact with the Borrower via an EDR transmission within the first three Business Days of the month as follows:

- Report default action code AW and the date of the first quality right party contact established with the Borrower. Report the date one time in the month following the month that quality right party contact was established with the Borrower.
- Report default action code AX if any subsequent quality right party contact was made with the Borrower after the initial contact was established. Report the date of the last quality right party contact one time in the month following the month that the action occurred. Default action code AX may be reported in the same month as default action code AW if a Servicer establishes a subsequent quality right party contact with the Borrower in the same month that initial contact was achieved. If the Servicer is working with the Borrower over a period of several months to resolve the Delinquency, it must continue to report default action code AX with the date of the last quality right party contact for each month in which the action applies.

For additional information about EDR, refer to Section 9102.7 and Exhibit 82, Electronic Default Reporting Transmission Code List.

A Servicer will be measured on its effectiveness in achieving quality right party contact. Borrowers in bankruptcy are excluded from the quality right party contact performance standard.

Refer to Section 9201.5 for additional information on the quality right party contact performance standard.

The Borrower outreach and solicitation requirements specified in this chapter represent the minimum required effort a Servicer must make to reach Borrowers early in the Delinquency

process and throughout the Delinquency cycle to more efficiently mitigate default. Freddie Mac encourages and fully supports Servicers that have or will implement additional processes, such as a single point of contact model, not currently required under the Guide or Servicers' other Purchase Documents for purposes of achieving contact continuity throughout the Delinquency process. If the Servicer elects to have a process supporting a single point of contact model and is using a team approach, the Servicer should provide the Borrower the ability to request and speak to a specific person from the assigned personnel team and leave a message. However, the Servicer may not use any additional processes that are not compliant with applicable law or otherwise adverse to Freddie Mac.

9102.4: Servicer collection efforts (03/02/16)

Refer to Bulletin 2015-22, which announced revisions to Borrower contact and solicitation requirements that may be implemented prior to the mandatory implementation of the June 1, 2016 effective version of this section.

(a) All collection efforts

The Servicer must treat each Delinquency individually by varying the collection techniques to fit the individual circumstances. The Servicer must avoid establishing a fixed routine; this is particularly ineffective when dealing with chronically delinquent Borrowers.

All collection efforts must be based on the extent of the Delinquency and the Servicer's knowledge of the following factors:

1. Borrower's prior payment history
2. Borrower's credit history
3. Borrower's employment situation
4. Borrower's reason for default
5. Borrower's willingness and ability to repay
6. Borrower's desire to retain the property
7. Borrower is deceased or the property is included as part of the Borrower's estate
8. Mortgaged Premises' condition
9. Mortgaged Premises' occupancy status

If there is a known potential risk of loss or ownership to Freddie Mac, the Borrower must be referred for loss mitigation immediately.

Borrowers on Automatic Withdrawal (Automated Clearing House (ACH))

Servicers should encourage Borrowers to set up ACH payment arrangements. If a Borrower agreed to have his or her monthly payments automatically withdrawn from a bank account, the Servicer must ensure that the correct monthly payment is withdrawn (especially after an Escrow analysis has taken place) and processed timely. If the ACH payment cannot be processed on the specified date the Borrower has agreed to, the Servicer must begin efforts to contact the Borrower within 48 hours to determine the reason for the missed payment.

(b) Minimum collection efforts

The Servicer must, at a minimum:

- Be readily available to the Borrower to offer financial counseling and advice on curing the Delinquency and explaining alternatives to foreclosure

- Make personal contact with the Borrower as early and often as necessary to promptly cure the Delinquency. (Mortgages in Bankruptcy or litigation may be excluded if necessary under applicable law, rules of professional responsibility or court rules.) Unmanned automated calls do not constitute an attempt to make personal contact with the Borrower.

- Continue to contact the Borrower if satisfactory arrangements have not been made to cure the Delinquency or until the Servicer determines foreclosure is appropriate

- Issue the breach letter (may also be referred to as the "notice of acceleration" or "demand letter") for all Mortgages no later than the 60th day of Delinquency. If State law requires the breach letter (or any other pre-breach letter) to be sent prior to the 60th day of Delinquency in order to be able to refer the Mortgage to foreclosure by the 120th day of Delinquency, the Servicer must send the breach letter on such earlier date.

  If the Servicer determines the property is vacant or abandoned pursuant to Section 9202.14, then the Servicer must:

  - Issue a breach letter within 10 days of the determination, provided the Mortgage is greater than 30 days delinquent and, in any case, no later than the 60th day of Delinquency; and

  - Refer the Mortgage to foreclosure after expiration of the breach letter, unless the Servicer establishes quality right party contact with the Borrower to resolve the Delinquency. Regardless of whether quality right party contact is achieved, the Mortgage must be referred to foreclosure no later than the 120th day of Delinquency unless one of the exceptions to postpone foreclosure referral described in Sections 9301.6 and 9301.7 applies.

- Contact the lessor for leasehold Mortgages and, if required under the terms of a non-disturbance agreement, any lender with a prior lien on the fee simple landowner/lessor's fee simple interest

- Continue skip trace efforts until all reasonable sources have been attempted or contact numbers and addresses have been verified

Servicers that maintain a call center must meet minimum call center performance standards as set forth in Section 9201.5.

The following chart lists the minimum collection efforts that must be made in an attempt to bring a delinquent Mortgage current.

Note: If the day a Servicer is required to call a Borrower is not a Business Day and the Servicer is not open on such day to conduct loss mitigation and collection activities, the Servicer may call the Borrower on the next Business Day.

Days after Due Date	**Action required**
3-36	Initiate telephone contact with each delinquent Borrower unless ACH payment arrangements or other arrangements to cure the Delinquency have been established. The Servicer must tailor its calling campaigns appropriately based on the risk characteristics of the Mortgage, each Borrower's level of Delinquency and previous payment habits and the minimum contact requirements set forth in this Section 9102.4. Telephone contact must continue at least every third day at varying times throughout the day until quality right party contact is achieved and: The Servicer determines that the Borrower does not want to pursue an alternative to foreclosure, the Delinquency is cured; The Servicer achieves quality right party contact and has obtained from the Borrower a promise to pay the delinquent amount by a specified date (not to exceed 30 days); A complete Borrower Response Package is received in accordance with Section 9102.5(c); or The Borrower enters into a repayment or forbearance agreement with the Servicer.
17	Mail late notices/reminder letters to delinquent Borrowers by the 17th day of Delinquency or the next Business Day if the 17th day of Delinquency is not

	a Business Day
31-35	Send the Borrower Solicitation Package in accordance with Section 9102.5(b). For specific information on what must be included in the Borrower Solicitation Package, see Section 9102.5. If a Servicer has achieved quality right party contact and has obtained from the Borrower a promise to pay the delinquent amount by a specific date, the Servicer is not required to send the Borrower Solicitation Package. However, in such instance, the Servicer must comply with early intervention notice requirements under applicable law. If the Borrower fails to honor the promise to pay, the Servicer must resume collection efforts, including sending the Borrower Solicitation Package.
32-36	Follow-up calls to the Borrower must begin no later than the next day after the Servicer sends the Borrower Solicitation Package in accordance with Section 9102.5. Follow-up calls must continue at least every third day until quality right party contact is achieved and one of the following occurs: ■ The Servicer determines that the Borrower does not want to pursue an alternative to foreclosure ■ The Delinquency is cured ■ The Servicer achieves quality right party contact and has obtained from the Borrower a promise to pay the delinquent amount by a specific date (not to exceed 30 days) ■ A Borrower Response Package is received; or ■ The Borrower enters into a forbearance or repayment agreement with the Servicer If quality right party contact is achieved, and the Servicer has not received information promised by the Borrower or has received incomplete information, then the Servicer must call the Borrower at least every three days to follow up on missing or incomplete information. Note: Once an offer for an alternative to foreclosure is sent to the Borrower, the Servicer must make a follow-up call to the Borrower at least every third day, or if the day a Servicer is required to call the Borrower is not a Business Day and the Servicer is not open on such day to conduct loss mitigation and collection activities, the Servicer may call on the next Business Day, until contact is made during the 14-day Borrower response period. If the 14-day response period to an offer has expired without a

	Borrower response, the Servicer must continue with follow-up calls every three days until the Borrower: ■ Acknowledges an intent to accept the offer; or ■ Enters into a repayment plan, forbearance agreement or Trial Period Plan; or ■ Indicates that he or she is no longer interested in pursuing an alternative to foreclosure
45-60	Order the initial property inspection no later than day 45 and obtain a complete property inspection report by day 60 unless: (i) the Servicer has established quality right party contact or (ii) a full monthly Mortgage payment has been received within the last 30 days. If the property is found to be vacant or tenant-occupied, property inspections must continue as long as the Mortgage remains 45 or more days delinquent, regardless of whether the Servicer achieves quality right party contact. Contact each known superior lienholder, if applicable.
60	Mail the breach letter for all Mortgages, including First Lien Mortgages and modified Mortgages no later than the 60th day of Delinquency (i.e., 90 days after the DDLPI). If State law requires the breach letter (or any other pre-breach letter or notice) to be sent prior to the 60th day of Delinquency in order to be able to refer the Mortgage to foreclosure as required in Sections 9301.6 and 9301.7, the Servicer must send the breach letter on such earlier date.
60-105	Send initial Freddie Mac Streamlined Modification Solicitation Letter and Streamlined Modification Trial Period Plan Notice as set forth in Section 9102.5 to Borrowers eligible for a Streamlined Modification in accordance with Section 9206.3. Send **60-75** days after the Due Date for an eligible Borrower with a Step-Rate Mortgage; otherwise, **90-105** days after the Due Date for all other eligible Borrowers.
61-65	Send the Borrower Solicitation Package if unable to achieve quality right party contact with the Borrower or the Borrower has not responded to the first Borrower Solicitation Package. See Section 9102.5(b) for specific

	information on what must be included in the Borrower Solicitation Package. Note: The Servicer is not required to send the Borrower Solicitation Package to the Borrower between the 61st and 65th day after the Due Date if the Servicer sends, or will be sending, a Freddie Mac Streamlined Modification Trial Period Plan prior to the 75th day after the Due Date to a Borrower who has a Step-Rate Mortgage and is eligible for the Streamlined Modification under Section 9206.3.
62-66	Follow-up calls to the Borrower must begin no later than the next day after the Servicer sends the Borrower Solicitation Package in accordance with Section 9102.5. Follow-up calls must continue at least every third day until quality right party contact is achieved, and one of the following occurs: ■ The Servicer determines that the Borrower does not want to pursue an alternative to foreclosure ■ The Delinquency is cured ■ The Servicer achieves quality right party contact and has obtained from the Borrower a promise to pay the delinquent amount by a specific date (not to exceed 30 days) ■ A Borrower Response Package is received; or ■ The Borrower enters into a forbearance or repayment agreement with the Servicer If quality right party contact is achieved, and the Servicer has not received information promised by the Borrower or has received incomplete information, then the Servicer must call the Borrower at least every three days to follow up on missing or incomplete information. If the Servicer has achieved quality right party contact and has obtained from the Borrower a promise to pay the delinquent amount by a specific date (not to exceed 30 days), the Servicer is not required to send the Borrower Solicitation Package. If the Borrower fails to honor the promise to pay, the Servicer must resume collection efforts, including sending the Borrower Solicitation Package. Note: Once an offer for an alternative to foreclosure is sent to the Borrower, the Servicer must make a follow-up call to the Borrower at least every third day until contact is made during the 14-day Borrower response period. If the 14-day response period to an offer has expired without a Borrower response, the Servicer must continue with follow-up calls every three days until the Borrower:

	■ Acknowledges an intent to accept the offer; or ■ Enters into a repayment plan, forbearance agreement or Trial Period Plan; or ■ Indicates that he or she is no longer interested in pursuing an alternative to foreclosure
105 and greater	Within 15 days prior to foreclosure referral, the Servicer must review the Mortgage file to ensure that: the Servicer made every attempt to achieve quality right party contact in accordance with Section 9102.3, the breach letter has been issued and expired, the second Borrower Solicitation Package has been sent and the response period has expired without an affirmative Borrower response, and there is neither an approved payment arrangement nor an alternative to foreclosure offer pending for which the Borrower response period has not expired.
120	Refer all Mortgages secured by properties other than Primary Residences and Mortgages secured by Primary Residences when permitted by applicable law, including First Lien Mortgages and modified Mortgages with expired breach letters to foreclosure no later than the 120th day of Delinquency **(150 days after the DDLPI)** unless one of the exceptions in Sections 9301.6 and 9301.7 applies
121 and greater (or earlier if referral to foreclosure occurs prior to day 120)	Refer all Mortgages secured by Primary Residences to foreclosure after expiration of the breach letter, but no earlier than 151 days from the DDLPI (121st day of Delinquency). Refer to Sections 9301.6 and 9301.7 for additional requirements related to foreclosure referral. Within five Business Days following the foreclosure referral, the foreclosure attorney must send a post-referral to foreclosure solicitation letter. The solicitation may include certain contents of the Borrower Solicitation Package as set forth in Section 9102.5(b). (Note: If necessary in order to comply with applicable law, the foreclosure attorney, at its discretion, may modify the content of the post-referral to foreclosure solicitation letter, send the letter at a later date and/or opt not to send the letter.) See Sections 9102.5 and 9301.13 for all requirements related to the post-referral to foreclosure solicitation letter. Attempts to contact the Borrower must continue throughout the foreclosure process and, for a judicial foreclosure sale, up to 60 days prior to the sale date, and for a non-judicial foreclosure sale, up to 30 days prior to the foreclosure sale date, unless:

	■ The Servicer established direct contact with the Borrower and determined the Borrower does not want to pursue an alternative to foreclosure, or ■ The Servicer evaluated the Borrower for alternatives to foreclosure in accordance with the evaluation hierarchy in Section 9201.2, including any required subsequent evaluation of a Borrower who became 60 days delinquent, as applicable, and determined foreclosure is the appropriate course of action. (See Section 9102.5(a) for requirements on continued solicitation and collection efforts for Borrowers who did not qualify for any alternative to foreclosure prior to becoming 60 days delinquent.)

Use of a Collection and Loss Mitigation Tool

Servicers may use a tool that uses statistical models to predict worsening Delinquency and use the results of the tool to tailor its collection efforts ("Collection and Loss Mitigation Tool"), to determine when calling campaigns should begin. Servicers must comply with the minimum collection time frames in this section even if a Collection and Loss Mitigation Tool is used. Servicers using a Collection and Loss Mitigation Tool when managing calling campaigns must make model specifications and code available to Freddie Mac upon request.

Servicers must conduct periodic reviews to ensure the effectiveness of the Collection and Loss Mitigation Tool, including compliance with applicable laws, such as anti-discriminatory laws. Freddie Mac reserves the right to require a Servicer to discontinue the use of a Collection and Loss Mitigation Tool for Freddie Mac Mortgages.

(c) Special Servicing and Early Delinquency Counseling

The requirements of this section apply to Home Possible® Mortgages (see Chapter 4501) and other Mortgages for which Freddie Mac requires a Servicer to offer special Servicing and Early Delinquency Counseling.

1. **Consent to Counseling** — As part of the homebuyer process, at or before closing, a Borrower must sign a consent form that authorizes the Servicer, in the event of a Delinquency, to release the Borrower's information to a nonprofit third-party homeownership-counseling agency ("counseling agency"). This form must be included in the Mortgage file. The Servicer cannot release information about the Mortgage obtained by the Borrower, including the Borrower's payment history, to a counseling agency unless this executed form is in the Mortgage file or unless the Borrower otherwise later consents in writing to the release of the information.

2. **Special Servicing** — The following actions must be taken with all Borrowers:

Welcome Letter. Servicers must send the Borrower a letter, shortly after closing and before the first Mortgage payment is due, stressing the importance of making timely payments and advising the Borrower to contact the Servicer if he or she experiences any financial problems. The letter may be incorporated into the welcome letter sent to Borrowers after closing. The letter must include the following:

- Instructions on how to contact the Servicer if the Borrower is having difficulty making the Mortgage payment on time
- The Servicer's business hours
- A toll-free telephone number to reach the Servicer

3. **Early Delinquency Counseling** — The following provisions apply to Early Delinquency Counseling:

   - Early Delinquency Counseling is counseling provided to a delinquent Borrower by a nonprofit third-party homeownership-counseling agency or an eligible Servicer, that involves identifying the reason(s) a Borrower did not make a Mortgage payment on time and working with the Borrower to resolve any financial problems so that future Mortgage payments can be made on a timely basis. The counseling includes a personal and interactive relationship with the Borrower that deals with money management, budgeting and debt management counseling.

   - Applicable Time Periods. Servicers must offer Early Delinquency Counseling including household budget management counseling at no charge to delinquent Borrowers for each Delinquency that occurs during the first year following the Note Date. In addition, if at any time during the life of the Mortgage, the Borrower is having difficulty making Mortgage payments, the Servicer should advise the Borrower to speak with the Servicer or contact a counseling agency for further assistance.

   - Counseling Entity. The Servicer may use the services of a nonprofit third-party homeownership-counseling agency (counseling agency) to conduct the Early Delinquency Counseling or the Servicer may conduct the counseling provided the Servicer has policies and procedures in place to offer the same kind of comprehensive counseling, budgeting and advising capabilities as a counseling agency.

   If a Servicer relies on a counseling agency, it must be fully aware of the status or outcome of all counseling efforts the counseling agency undertakes with a specific Borrower.

   - Initial Contact with delinquent Borrower. If the Borrower is experiencing a Delinquency, the Servicer must:

     - Send a letter advising the Borrower of the availability of free counseling

- ❑ Contact the delinquent Borrower to determine the Borrower's current financial situation and the reason for the Delinquency

- Counseling Process and Actions. The counseling must include the following:

  - ❑ Analyzing the Borrower's financial situation and developing a plan of action for solving the Delinquency, which in most cases will be a budget worksheet or workout plan giving priority to the Mortgage payment

  - ❑ Developing a budget and debt repayment plan enabling the Borrower to meet his or her financial obligations

  - ❑ Reviewing the budget worksheet or workout plan with the Borrower and the Servicer, if applicable, so a decision can be made on how to proceed

- In addition to minimum collection efforts set forth in this section, the Servicer must offer Early Delinquency Counseling no later than the 30th day after the Due Date and schedule or conduct the initial counseling session with the Borrower no later than the 45th day after the Due Date.

- Mortgage file. Regardless of whether the Servicer or a counseling agency provides the counseling, the Servicer must include in the Mortgage file:

  - ❑ A copy of the "Welcome Letter" as described in Section 9102.4(c)(2)

  - ❑ The "Consent to Counseling" described in Section 9102.4(c)(1)

  - ❑ The date(s) that counseling was offered

  - ❑ The Borrower's response(s)

  - ❑ The name of the counseling agency providing the counseling (if not the Servicer)

  - ❑ A brief summary of the results of the counseling

- Transfer of Servicing. If the Mortgage is included in a Transfer of Servicing before the end of the one-year period during which Early Delinquency Counseling is required, the transferee Servicer must be informed of the requirement and must be able to provide the required counseling or make arrangements for a counseling agency, as necessary.

9102.4: Servicer collection efforts (Future effective date 06/01/16)

(a) All collection efforts

The Servicer must treat each Delinquency individually by varying the collection techniques to fit the individual circumstances. The Servicer must avoid establishing a fixed routine; which is particularly ineffective when dealing with chronically delinquent Borrowers.

All collection efforts must be based on the extent of the Delinquency and the Servicer's knowledge of the following factors:

1. Borrower's prior payment history
2. Borrower's credit history
3. Borrower's employment situation
4. Borrower's reason for default
5. Borrower's willingness and ability to repay
6. Borrower is deceased or the property is included as part of the Borrower's estate
7. Mortgaged Premises' condition
8. Mortgaged Premises' occupancy status

If there is a known potential risk of loss or ownership to Freddie Mac, the Borrower must be referred for loss mitigation immediately.

Borrowers on Automatic Withdrawal (Automated Clearing House (ACH))

Servicers should encourage Borrowers to set up ACH payment arrangements. If a Borrower agreed to have his or her monthly payments automatically withdrawn from a bank account, the Servicer must ensure that the correct monthly payment is withdrawn (especially after an Escrow analysis has taken place) and processed timely. If the ACH payment cannot be processed on the specified date the Borrower has agreed to, the Servicer must begin efforts to contact the Borrower within 48 hours to determine the reason for the missed payment.

(b) Minimum collection efforts

The Servicer must, at a minimum:

- Be readily available to the Borrower to offer financial counseling and advice on curing the Delinquency and explaining alternatives to foreclosure

- Make personal contact with the Borrower as early and often as necessary to promptly cure the Delinquency. (Mortgages in Bankruptcy or litigation may be excluded if necessary under applicable law, rules of professional responsibility or court rules.)

  Servicers are authorized to use alternative outreach methods to contact the Borrower as permitted by applicable law including, but not limited to, e-mail, text messaging or voice response unit (VRU) technology.

- Continue to contact the Borrower if satisfactory arrangements have not been made to cure the Delinquency or until the Servicer determines foreclosure is appropriate

- Issue the breach letter (may also be referred to as the "notice of acceleration" or "demand letter") for all Mortgages no later than the 60th day of Delinquency. If State law requires the breach letter (or any other pre-breach letter) to be sent prior to the 60th day of Delinquency in order to be able to refer the Mortgage to foreclosure by the 120th day of Delinquency (i.e., 150 days after the DDLPI), the Servicer must send the breach letter on such earlier date.

  If the Servicer determines the property is vacant or abandoned pursuant to Section 9202.14, then the Servicer must:

  - Issue a breach letter within 10 days of the determination, provided the Mortgage is greater than 30 days delinquent and, in any case, no later than the 60th day of Delinquency; and

  - Refer the Mortgage to foreclosure after expiration of the breach letter, unless the Servicer establishes quality right party contact with the Borrower to resolve the Delinquency. Regardless of whether quality right party contact is achieved, the Mortgage must be referred to foreclosure no later than the 120th day of Delinquency unless one of the exceptions to postpone foreclosure referral described in Sections 9301.6 and 9301.7 applies.

- Contact the lessor for leasehold Mortgages and, if required under the terms of a non-disturbance agreement, any lender with a prior lien on the fee simple landowner/lessor's fee simple interest

- Continue skip trace efforts until all reasonable sources have been attempted or contact numbers and addresses have been verified

Servicers that maintain a call center must meet minimum call center performance standards as set forth in Section 9201.5.

The following chart lists the minimum collection efforts that must be made in an attempt to bring a delinquent Mortgage current.

Note: If the day a Servicer is required to call a Borrower is not a Business Day and the Servicer is not open on such day to conduct loss mitigation and collection activities, the Servicer may call the Borrower on the next Business Day.

Days after Due Date	**Action required**
17	Mail late notices/reminder letters to delinquent Borrowers by the 17th day after the Due Date or the next Business Day if the 17th day after the Due Date is not a Business Day
36	Initiate contact with each delinquent Borrower as early in the delinquency cycle as possible to secure a payment or payment arrangement but no later than the 36th day after the Due Date of an unpaid monthly installment, unless ACH payment arrangements or other arrangements to cure the Delinquency have been established. The Servicer may tailor its contact attempts appropriately based on the risk characteristics of the Mortgage, each Borrower's level of Delinquency and previous payment habits and the minimum contact requirements set forth in this Section 9102.4. Borrower contact must continue at least every fifth day at varying times throughout the day until the earlier of the 210th day after the Due Date of an unpaid monthly installment or quality right party contact is achieved and: The Servicer determines that the Borrower does not want to pursue an alternative to foreclosure or the Delinquency is cured; The Servicer achieves quality right party contact and has obtained from the Borrower a promise to pay the delinquent amount by a specified date (not to exceed 30 days); A complete Borrower Response Package is received in accordance with Section 9102.5(c); or The Borrower enters into a relief or workout option with the Servicer.
45	If a Servicer has not achieved quality right party contact and a resolution to the Delinquency, the Servicer must send at least one Borrower Solicitation Package to the delinquent Borrower no later than the 45th day after the Due Date of an unpaid monthly installment. If a Servicer has achieved quality right party contact and has obtained from

	the Borrower a resolution to the Delinquency, the Servicer is not required to send the Borrower Solicitation Package. However, in such instance, the Servicer must comply with any early intervention notice that may be required under applicable law. If the Borrower fails to perform under the conditions of a relief or workout option, the Servicer must resume collection efforts, including sending the Borrower Solicitation Package. Generally, the Borrower Solicitation Package must include a Borrower Solicitation Letter (see Exhibit 1145), Form 710, Uniform Borrower Assistance Form, IRS Form 4506T-EZ, frequently asked questions (FAQs) and foreclosure rescue scam information. However, a Servicer may choose to send only the Borrower Solicitation Letter and elect to send Form 710, IRS Form 4506T-EZ, FAQs and foreclosure rescue scam information upon establishing quality right party contact. In addition, the Servicer may provide the FAQs and foreclosure rescue scam information on its web site and provide a link to that information in the Borrower Solicitation Letter. See also Section 9102.5(c) for specific information on what must be included in the solicitation to the Borrower.
45-60	Order the initial property inspection no later than day 45 and obtain a complete property inspection report by day 60 unless: (i) the Servicer has established quality right party contact or (ii) a full monthly Mortgage payment has been received within the last 30 days. If the property is found to be vacant or tenant-occupied, property inspections must continue as long as the Mortgage remains 45 or more days delinquent, regardless of whether the Servicer achieves quality right party contact. Contact each known superior lienholder, if applicable.
60	Mail the breach letter for all Mortgages, including First Lien Mortgages and modified Mortgages no later than the 60th day of Delinquency (i.e., 90 days after the DDLPI). If State law requires the breach letter (or any other pre-breach letter or notice) to be sent prior to the 60th day of Delinquency in order to be able to refer the Mortgage to foreclosure as required in Sections 9301.6 and 9301.7, the Servicer must send the breach letter on such earlier date.
60-105	Send Freddie Mac Streamlined Modification Solicitation Letter and Streamlined Modification Trial Period Plan Notice as set forth in Section 9102.5 to Borrowers eligible for a Streamlined Modification in accordance with Section 9206.3.

	Send **60-75** days after the Due Date of an unpaid monthly installment for an eligible Borrower with a Step-Rate Mortgage; otherwise, **90-105** days after the Due Date of an unpaid monthly installment for all other eligible Borrowers.
105 and greater	Within 15 days prior to foreclosure referral, the Servicer must review the Mortgage file to ensure that: the Servicer made every attempt to achieve quality right party contact in accordance with Section 9102.3, the breach letter has been issued and expired, at least one Borrower Solicitation Package or Borrower Solicitation Letter has been sent by the 45th day after the Due Date of an unpaid monthly installment and the response period has expired without an affirmative Borrower response, and there is neither an approved payment arrangement nor an alternative to foreclosure offer pending for which the Borrower response period has not expired.
120	Refer all Mortgages secured by properties other than Primary Residences and Mortgages secured by Primary Residences when permitted by applicable law, including First Lien Mortgages and modified Mortgages with expired breach letters to foreclosure no later than the 120th day of Delinquency **(150 days after the DDLPI)** unless one of the exceptions in Sections 9301.6 and 9301.7 applies
121 and greater (or earlier if referral to foreclosure occurs prior to day 120)	Refer all Mortgages secured by Primary Residences to foreclosure after expiration of the breach letter, but no earlier than 151 days from the DDLPI (121st day of Delinquency). Refer to Sections 9301.6 and 9301.7 for additional requirements related to foreclosure referral.
211	After the 210th day after the Due Date of an unpaid monthly installment, the Servicer has discretion on the continuation and frequency of contact attempts with a delinquent Borrower. However, the Servicer must discontinue contact attempts up to 60 days prior to a foreclosure sale date for a judicial foreclosure or 30 days prior to a foreclosure sale date for a non-judicial foreclosure.

Use of a Collection and Loss Mitigation Tool

Servicers may use their own methodology or a tool that uses statistical models to predict worsening Delinquency and use the results of the tool to tailor its collection efforts ("Collection and Loss Mitigation Tool"), to determine when contact attempts should begin. Regardless of the methodology or tool employed, Servicers must comply with the minimum

collection time frames in this section even if a Collection and Loss Mitigation Tool is used, including initiating contact attempts no later than 36 days after the Due Date of an unpaid monthly installment. Servicers using a Collection and Loss Mitigation Tool when managing contact attempts must make model specifications and code available to Freddie Mac upon request.

Servicers must conduct periodic reviews to ensure the effectiveness of the Collection and Loss Mitigation Tool, including compliance with applicable laws, such as anti-discriminatory laws. Freddie Mac reserves the right to require a Servicer to discontinue the use of a Collection and Loss Mitigation Tool for Freddie Mac Mortgages.

(c) Special Servicing and Early Delinquency Counseling

The requirements of this section apply to Home Possible® Mortgages (see Chapter 4501) and other Mortgages for which Freddie Mac requires a Servicer to offer special Servicing and Early Delinquency Counseling.

1. **Consent to Counseling** — As part of the homebuyer process, at or before closing, a Borrower must sign a consent form that authorizes the Servicer, in the event of a Delinquency, to release the Borrower's information to a nonprofit third-party homeownership-counseling agency ("counseling agency"). This form must be included in the Mortgage file. The Servicer cannot release information about the Mortgage obtained by the Borrower, including the Borrower's payment history, to a counseling agency unless this executed form is in the Mortgage file or unless the Borrower otherwise later consents in writing to the release of the information.

2. **Special Servicing** — The following actions must be taken with all Borrowers:

   Welcome Letter. Servicers must send the Borrower a letter, shortly after closing and before the first Mortgage payment is due, stressing the importance of making timely payments and advising the Borrower to contact the Servicer if he or she experiences any financial problems. The letter may be incorporated into the welcome letter sent to Borrowers after closing. The letter must include the following:

   - Instructions on how to contact the Servicer if the Borrower is having difficulty making the Mortgage payment on time
   - The Servicer's business hours
   - A toll-free telephone number to reach the Servicer

3. **Early Delinquency Counseling** — The following provisions apply to Early Delinquency Counseling:

   - Early Delinquency Counseling is counseling provided to a delinquent Borrower by a nonprofit third-party homeownership-counseling agency or an eligible Servicer, that involves identifying the reason(s) a Borrower did not make a Mortgage payment on

time and working with the Borrower to resolve any financial problems so that future Mortgage payments can be made on a timely basis. The counseling includes a personal and interactive relationship with the Borrower that deals with money management, budgeting and debt management counseling.

- Applicable Time Periods. Servicers must offer Early Delinquency Counseling including household budget management counseling at no charge to delinquent Borrowers for each Delinquency that occurs during the first year following the Note Date. In addition, if at any time during the life of the Mortgage, the Borrower is having difficulty making Mortgage payments, the Servicer should advise the Borrower to speak with the Servicer or contact a counseling agency for further assistance.

- Counseling Entity. The Servicer may use the services of a nonprofit third-party homeownership-counseling agency (counseling agency) to conduct the Early Delinquency Counseling or the Servicer may conduct the counseling provided the Servicer has policies and procedures in place to offer the same kind of comprehensive counseling, budgeting and advising capabilities as a counseling agency.

If a Servicer relies on a counseling agency, it must be fully aware of the status or outcome of all counseling efforts the counseling agency undertakes with a specific Borrower.

- Initial Contact with delinquent Borrower. If the Borrower is experiencing a Delinquency, the Servicer must:

  - Send a letter advising the Borrower of the availability of free counseling

  - Contact the delinquent Borrower to determine the Borrower's current financial situation and the reason for the Delinquency

- Counseling Process and Actions. The counseling must include the following:

  - Analyzing the Borrower's financial situation and developing a plan of action for solving the Delinquency, which in most cases will be a budget worksheet or workout plan giving priority to the Mortgage payment

  - Developing a budget and debt repayment plan enabling the Borrower to meet his or her financial obligations

  - Reviewing the budget worksheet or workout plan with the Borrower and the Servicer, if applicable, so a decision can be made on how to proceed

- In addition to minimum collection efforts set forth in this section, the Servicer must offer Early Delinquency Counseling no later than the 30th day after the Due Date and

schedule or conduct the initial counseling session with the Borrower no later than the 45th day after the Due Date.

- Mortgage file. Regardless of whether the Servicer or a counseling agency provides the counseling, the Servicer must include in the Mortgage file:
  - ❑ A copy of the "Welcome Letter" as described in Section 9102.4(c)(2)
  - ❑ The "Consent to Counseling" described in Section 9102.4(c)(1)
  - ❑ The date(s) that counseling was offered
  - ❑ The Borrower's response(s)
  - ❑ The name of the counseling agency providing the counseling (if not the Servicer)
  - ❑ A brief summary of the results of the counseling
- Transfer of Servicing. If the Mortgage is included in a Transfer of Servicing before the end of the one-year period during which Early Delinquency Counseling is required, the transferee Servicer must be informed of the requirement and must be able to provide the required counseling or make arrangements for a counseling agency, as necessary.

9102.5: Borrower solicitation and communication (03/09/16)

Refer to Bulletin 2015-22, which announced revisions to Borrower contact and solicitation requirements that may be implemented prior to the mandatory implementation of the June 1, 2016 effective version of this section.

This section sets forth Servicer communication, solicitation, and notification requirements during a Borrower's Delinquency or upon receipt of a Borrower's request for an alternative to foreclosure.

Servicers should be familiar with Freddie Mac's definitions for the following terms as they relate to Borrower solicitation and communication:

- Borrower Evaluation Notice
- Borrower Response Package
- Borrower Solicitation Package

(a) Borrower solicitation

Borrower solicitation –pre-foreclosure

A Servicer may not solicit a Borrower whose Mortgage is current or less than 31 days delinquent (i.e., no more than one payment past due) for an alternative to foreclosure described in Section 9201.2.

In addition to the minimum collection efforts set forth in Section 9102.4, Servicers must solicit Borrowers who are 31 or more days delinquent in accordance with the processes and timelines set forth below in order to determine the reason for Delinquency and solicit them for possible alternatives to foreclosure.

If a Servicer previously determined that a Borrower who was less than 60 days delinquent did not qualify for any alternative to foreclosure and the Borrower subsequently becomes 60 days delinquent, then the Servicer must continue its solicitation and collection efforts with the Borrower in accordance with the requirements of this chapter. Continued solicitation includes sending another Borrower Solicitation Package, as applicable, if documentation needs to be refreshed in order to perform the subsequent evaluation of the Borrower for alternatives to foreclosure.

i) As early as the 31st day and no later than the 35th day after the Due Date

Servicers must send the first Borrower Solicitation Package to the Borrower with information, including but not limited to, the availability of alternatives to foreclosure as set forth in Section 9102.5(b) below. See Section 9102.5(c) below for specific information that must be included in the Borrower Solicitation Package.

ii) As early as the 61st day and no later than the 65th day after the Due Date

The Servicer must send a Borrower Solicitation Package to the Borrower if:

- Quality right party contact has not been achieved; or
- The Borrower has not responded to the first Borrower Solicitation Package; or
- The Borrower has not been offered or will not be offered a Streamlined Modification Trial Period Plan prior to the 75th day of Delinquency in accordance with Section 9206.3

See Section 9102.5(c) below for specific information on what must be included in the day 61 – 65 Borrower Solicitation Package.

If the Servicer has achieved quality right party contact and has obtained from the Borrower a promise to pay the delinquent amount by a specific date (not to exceed 30 days), the Servicer is not required to send the Borrower Solicitation Package. If the Borrower fails to honor the promise to pay, the Servicer must resume collection efforts, including sending the appropriate Borrower Solicitation Package based upon the Delinquency status at that time.

Follow-up calls to the Borrower must begin no later than the next day after the Servicer sends the Borrower Solicitation Package(s). Follow-up calls must continue at least every third day until quality right party contact is achieved and the Servicer determines that the Borrower does not want to pursue an alternative to foreclosure, the Delinquency is cured, the Servicer achieves quality right party contact and has obtained from the Borrower a promise to pay the delinquent amount by a specific date, a Borrower Response Package is received, or the Borrower enters into a forbearance or repayment agreement with the Servicer.

If quality right party contact is established, but the Servicer has not received information promised by the Borrower or has received incomplete information, then the Servicer must call the Borrower at least every third day to follow up on missing or incomplete information.

Once an offer for an alternative to foreclosure is sent to the Borrower, the Servicer must make a follow-up call to the Borrower at least every third day until contact is made during the 14-day Borrower response period. If the 14-day response period to an offer has expired without a Borrower response, the Servicer must continue with follow-up calls every three days until the Borrower:

- Acknowledges intent to accept the offer; or
- Enters into a repayment plan, forbearance agreement or Trial Period Plan; or
- Indicates that he or she is no longer interested in pursuing an alternative to foreclosure

Note: If the day on which a Servicer is required to call a Borrower is a non-Business Day and the Servicer is not open on such day to conduct loss mitigation and collection activities, the Servicer may call the Borrower on the next Business Day.

iii) As early as the 90th day and no later than the 105th day after the Due Date, or, for a Borrower with a Step-Rate Mortgage who becomes 60 days delinquent within 12 months following the first payment due date resulting from an interest rate adjustment, as early as the 60th day and no later than the 75th day after the Due Date

When a Borrower becomes 90 days delinquent, or when a Borrower has a Step-Rate Mortgage and becomes 60 days delinquent within the 12 months following the first payment due date resulting from an interest rate adjustment, the Servicer must determine if the Borrower is eligible for a Freddie Mac Streamlined Modification in accordance with Section 9206.3 and, if eligible, solicit the Borrower for such modification. The Servicer must send an initial, Exhibit 1191, Streamlined Modification Solicitation Letter, and a Streamlined Modification Trial Period Plan Notice, included in Exhibit 93, Evaluation Model Clauses, on or before the 105th day of Delinquency to a Borrower who becomes 90 days delinquent and is otherwise eligible. For a Borrower with a Step-Rate Mortgage who becomes 60 days delinquent and is otherwise eligible, the Servicer must send an initial Exhibit 1191B, Streamlined Modification Solicitation Letter for Day 60 Reset, and a Streamlined Modification Trial Period Plan Notice on or before the 75th day of Delinquency.

If the Borrower has been approved for a Streamlined Modification in accordance with the special requirements for Borrowers impacted by an Eligible Disaster described in Section 9206.3(g), the Servicer must send Exhibit 1191A, Streamlined Modification Post-Disaster Solicitation Letter, in place of Exhibit 1191.

The Streamlined Modification Solicitation Letter and the Streamlined Modification Trial Period Plan Notice may be altered at the Servicer's discretion as it deems necessary to meet the requirements of this section and Chapter 9206, and to comply with disclosure and other requirements under applicable law.

However, the Streamlined Modification Solicitation Letter must include the date the Borrower must return a complete Borrower Response Package in order to be evaluated for a Freddie Mac MyCity Modification (if the Mortgaged Premises is located in an eligible geographic location in accordance with Bulletin 2014-25) or for a Home Affordable Modification Program (HAMP®) modification, as applicable. The response date in the solicitation letter must be after the scheduled due date for the second Trial Period Plan payment and prior to the date the Servicer anticipates sending the modification agreement to the Borrower for signature.

If the Servicer fails to send the Streamlined Modification solicitation by the 105th day of Delinquency to a Borrower who becomes 90 days delinquent and is otherwise eligible, or by the 75th day of Delinquency to a Borrower with a Step-Rate Mortgage who becomes 60 days delinquent and is otherwise eligible, the Servicer must solicit eligible Borrowers as soon as possible to minimize the impacts of the delay. If the Borrower does not respond to the initial Streamlined Modification solicitation and otherwise remains eligible, then the Servicer may continue to solicit the Borrower for a Streamlined Modification at its discretion, in accordance with the "continuation of solicitation efforts" requirements in this section.

Borrower solicitation during the foreclosure process

Attorney post-referral to foreclosure solicitation letter

Within five Business Days following the foreclosure referral, the Servicer must instruct the foreclosure attorney to send the Borrower a post-referral to foreclosure solicitation letter. The foreclosure attorney, in its discretion, may modify the content of the letter as described below, choose to send the letter at a later date, and/or opt not to send the letter in order to comply with applicable law. For example, the property is located in a jurisdiction subject to a mediation or settlement conference process where the Borrower must receive a written request to participate in such process and the requirement to provide the post-referral to foreclosure solicitation letter conflicts with such local or State law.

This attorney post-referral to foreclosure solicitation letter, subject to applicable law, must communicate the following:

- The Servicer may have sent the Borrower one or more Borrower Solicitation Packages
- The Borrower can still be evaluated for an alternative to foreclosure even if the Borrower previously indicated that he or she does not want to pursue an alternative to foreclosure
- If the Borrower has not received or no longer has the Borrower Solicitation Package, then the Borrower should contact the Servicer to obtain a Borrower Solicitation Package
- The Borrower must submit a complete Borrower Response Package to the Servicer in order to be considered for alternatives to foreclosure
- The Servicer's contact information for submitting a complete Borrower Response Package

The attorney may:

- Amend the post-referral to foreclosure solicitation letter to address situations where a court could fail or refuse to halt sale
- Include the contents of the Borrower Solicitation Package as set forth in Section 9102.5(b) with the post-referral to foreclosure solicitation letter provided to the Borrower
- Combine other notices and disclosures, when appropriate, with the post-referral to foreclosure solicitation letter
- Modify the content of the post-referral to foreclosure solicitation letter, send the letter at a later date, or opt not to send the letter as necessary to comply with applicable federal, State and local law

Continuation of solicitation efforts

The Servicer must continue to try to contact and solicit the Borrower for alternatives to foreclosure throughout the foreclosure process and up to 60 days prior to a foreclosure sale date for a judicial foreclosure or 30 days prior to a foreclosure sale date for a non-judicial foreclosure, unless:

- The Servicer has established direct contact with the Borrower and determined the Borrower does not want to pursue an alternative to foreclosure, or
- The Servicer has evaluated the Borrower for alternatives to foreclosure in accordance with the evaluation hierarchy in Section 9201.2, including any required subsequent evaluation of a Borrower who became 60 days delinquent, as applicable, and determined foreclosure is the appropriate course of action

Attempts to solicit for alternatives to foreclosure while the Mortgage is in foreclosure must be communicated to and coordinated with the foreclosure attorney, as appropriate. A Servicer must keep the attorney informed of the status of relevant alternative to foreclosure negotiations and must notify the attorney within two Business Days after arrangements for an

alternative to foreclosure have been agreed to or within two Business Days after the Mortgage is fully reinstated.

Borrower solicitation during bankruptcy

A Servicer is not required to solicit a Borrower in an active Chapter 7 or Chapter 13 bankruptcy. However, a Borrower in an active Chapter 7 or Chapter 13 bankruptcy case must be considered for an alternative to foreclosure if the Borrower, the Borrower's counsel or bankruptcy trustee (with the Borrower's written consent) submits a request to the Servicer.

(b) Documents and forms

The following documents and forms have been developed to fulfill the solicitation requirements of this section.

1. Solicitation documents

In accordance with Section 9102.5(a) above, the Servicer must send, via regular or electronic mail, a Borrower Solicitation Package between the 31st - 35th days after the Due Date and a Borrower Solicitation Package between the 61st - 65th days after the Due Date. The Borrower Solicitation Package consists of the following documents:

- Exhibit 1131, Borrower Solicitation Letter – 31 Days Delinquent (sent to Borrowers between the 31st and 35th day of Delinquency; or
- Exhibit 1161, Borrower Solicitation Letter – 61 Days Delinquent (sent to Borrowers between the 61st and 65th day of Delinquency) if, (i) quality right party contact has not been achieved, or (ii) the Borrower has not responded to the first Borrower Solicitation Package, or (iii) the Servicer has sent, or will be sending, a Streamlined Modification Trial Period Plan prior to the 75th day after the Due Date to a Borrower who has a Step-Rate Mortgage and is eligible for the Streamlined Modification

And

- Uniform Borrower Assistance Form (Form 710) and if applicable, HAMP Government Data Monitoring Form (Form 710A (applicable for HAMP eligible Borrowers only)); and
- Internal Revenue Service (IRS) Form 4506T-EZ, Short Form Request for Individual Tax Return Transcript

Exhibits 1131 and 1161 are solicitation templates that reflect content a Servicer must include in its Borrower Solicitation Package. In addition, Servicers must amend Exhibits 1131 and 1161 as necessary to comply with applicable law. The content of Exhibits 1131 and 1161 includes:

- A cover letter that describes the content of the Borrower Solicitation Package

- A homeowner's checklist that explains the steps to follow to obtain an alternative to foreclosure and guidance on completing the documents that must be returned to the Servicer

- Information on available alternatives to foreclosure to help Borrowers understand the options they may have to stay in their home or leave their home, and avoid foreclosure

- Frequently asked questions (FAQs) to help answer Borrowers' questions regarding the Borrower Response Package and evaluation process

- Important notices, such as tips for avoiding foreclosure scams

In accordance with Section 9102.5(a) above, the Servicer must send via regular or electronic mail, Exhibit 1191 or Exhibit 1191A, and include the Streamlined Modification Trial Period Plan Notice to a Borrower in accordance with the requirements in Section 9206.3. Solicitation for the Streamlined Modification is in addition to, and not in place of, all other solicitation requirements described in this section.

A post-referral to foreclosure solicitation letter that complies with the requirements in Section 9102.5(a) above must be sent to Borrowers by the foreclosure attorney within five Business Days of a foreclosure referral. With the post-referral to foreclosure solicitation letter, the attorney may include Form 710, IRS Form 4506T-EZ and the following contents of Exhibit 1131, provided it is amended, as necessary, to ensure accuracy:

- The homeowner's checklist

- Information on avoiding foreclosure

- Frequently asked questions

- Foreclosure scam notice that includes tips to avoid and how to report scams

The solicitation templates included in Exhibits 1131, 1161, 1191, 1191A and 1191B may be altered in the Servicer's or attorney's discretion as it deems necessary to meet the requirements of this section and to comply with disclosure and other requirements under applicable law.

2. Use of the Uniform Borrower Assistance Form

Form 710 is a required document that a Servicer must use to obtain Borrower and co-Borrower financial information, including the cause/reasons for the Borrower or co-Borrower's financial hardship. The financial information and hardship sections of Form 710 must be completed and the form must be executed by all Borrowers on the Mortgage.

The Servicer must require the submission of Form 710 by all Borrowers requesting consideration for an alternative to foreclosure. The Servicer may use a customized equivalent of Form 710, provided that it requests the same financial information, hardship

affidavit and attestations from the Borrower. However, if the Servicer receives Form 710 rather than its customized equivalent, the Servicer must accept Form 710. References of Form 710 in the Guide include any customized equivalent to Form 710.

Refer to Section 9205.2 for additional requirements related to the collection of government monitoring data with respect to HAMP eligible Borrowers.

3. Model letters

The Servicer must send the Borrower the appropriate Borrower Evaluation Notice communicating the evaluation decision with one of the following outcomes:

- Non-Approval, Capacity to Pay Your Mortgage
- Reinstatement Offer*
- Repayment Plan Offer*
- Forbearance Plan Offer-Reduced Payment, less than/= 6 months
- Forbearance Plan Offer-Reduced Payment, greater than 6 months
- Forbearance Plan Offer-Suspended Payment
- HAMP Trial Period Plan Notice
- Standard Modification Trial Period Plan Notice
- Streamlined Modification Trial Period Plan Notice
- Capitalization and Extension Modification for Disaster Relief Trial Period Plan Notice
- Standard Short Sale
- Standard Deed-in-Lieu
- Non-Approval, Not Eligible for Alternative to Foreclosure
- Non-Approval, Proceed to Foreclosure

Model letters describing each of these responses are included in Exhibit 93. Use of the model letters provided in Exhibit 93 is optional; however, each model letter illustrates the level of specificity that is deemed to be in compliance with the requirements of Section 9102.5(c)(5) and the reinstatement, relief and workout requirements prescribed in the Guide. The model letters must be altered by the Servicer as necessary to comply with applicable federal, State or local law.

Servicers must ensure the model letters are revised as necessary to include Trial Period Plan denial reasons and information about the Borrower's right to appeal the Servicer's decision when the Borrower is denied a Trial Period Plan based on an evaluation of the First Complete Borrower Response Package. Exhibit 93 includes a list of denial reasons for use with the model letters. As a reminder, impermissible denial reasons include, but are not limited to, the following:

- Full lender recourse or indemnification – In situations where the Servicer chose not to repurchase the Mortgage from Freddie Mac or, in the case of indemnification, chose not to modify the Mortgage, the Servicer must disclose the reason it will not modify the Mortgage, which must be based on its own requirements. Servicers are reminded that they may repurchase any Mortgage subject to full lender recourse or indemnification in accordance with the requirements set forth in Bulletin 2012-10, and may choose to modify a Mortgage subject to indemnification in accordance with the requirements in Bulletin 2016-5.

- FHA, RHS or VA Mortgage – The Servicer must determine eligibility for a loan modification under applicable agency requirements

*Note: A Servicer may combine the relevant contents of the Borrower Evaluation Notice for a reinstatement offer with the contents of the notice for a repayment plan offer when offering the Borrower a partial reinstatement of the Mortgage coupled with a repayment plan in accordance with the requirements of Chapter 9203. Further, if the offer for a foreclosure alternative is made 37 days or less prior to a scheduled foreclosure sale as set forth in Section 9301.28, a Borrower's intent to accept the offer may not be communicated verbally, but must be in writing, at this late stage in the foreclosure process. Therefore, the Servicer must delete the reference "at [SERVICER PHONE NUMBER] or" and otherwise amend the Evaluation Model Clause as appropriate.

(c) Communications with the Borrower

1. Borrower Solicitation Package

The Servicer must provide in the cover letter included in the Borrower Solicitation Package a specific date by which the package must be returned, which must be 30 days from the date of the communication. In the event the 30th day falls on a non-Business Day, the Servicer must specify the following Business Day as the date by which the Borrower Response Package must be returned. Refer to Section 9102.5(b) and Exhibits 1131 and 1161 for the documentation and content that must be included in a Borrower Solicitation Package.

2. Borrower Response Package

A complete Borrower Response Package must include the following:

- Completed and signed Form 710

- Income Documentation in accordance with Section 9202.3
- Hardship Documentation in accordance with Section 9202.2
- Completed and signed IRS Form 4506T-EZ, Short Form Request for Individual Tax Return Transcript. Note: Servicers must obtain IRS Form 4506-T, Request for Transcript of Tax Return, in lieu of Form 4506T-EZ if the Borrower (i) is self-employed, and/or (ii) files federal income tax returns based on a fiscal calendar year (i.e., a tax year beginning in one calendar year and ending in the following year).

A Servicer may accept and rely on any information and documentation submitted on behalf of a Borrower by the Borrower's authorized trusted advisor, such as a HUD-approved housing counselor, provided the Servicer complies with applicable privacy and other laws and, when necessary, obtains and maintains in the Mortgage file evidence of the Borrower's written consent to the Servicer's sharing of the Borrower's private financial and any other protected information with the Borrower's trusted advisor.

A Servicer must notify Freddie Mac via an EDR transmission by reporting default action code H5 within the first three Business Days of the month following the month that it received a complete Borrower Response Package.

When a Borrower is in an active Chapter 7 or Chapter 13 bankruptcy, the Servicer may accept copies of the bankruptcy schedules and tax returns (if returns are required to be filed) in lieu of Form 710 and IRS Forms 4506T-EZ or 4506-T, and may use this information to determine Borrower eligibility (with the income documentation). Servicers should request the schedules and tax returns from the Borrower, Borrower's counsel or bankruptcy court. If the bankruptcy schedules are greater than 90 days old as of the date the Servicer first determines the Borrower submitted a complete Borrower Response Package, the Borrower must provide updated evidence of income.

To the extent that a Servicer receives sufficient information to evaluate the Borrower for a reinstatement or relief option in accordance with Chapter 9203 without the complete Borrower Response Package, the Servicer should do so.

3. Acknowledgement of receipt of Borrower Response Package

The Servicer must acknowledge to the Borrower receipt of the Borrower Response Package within five Business Days of receipt from the Borrower, and must indicate whether the package is complete or incomplete. The acknowledgement of receipt, which must be in writing, must include the following:

- The Servicer's evaluation process and timeline
- An explanation of the foreclosure process, including that:
  - Referral to foreclosure will not occur if the Servicer is reviewing a complete Borrower Response Package

- Referral to foreclosure will not occur if the Servicer extends an offer for an alternative to foreclosure and the Borrower's deadline to respond has not expired

- Following referral to foreclosure, the foreclosure process may continue during the evaluation

- For a Borrower who submits a complete Borrower Response Package 37 days or less prior to a scheduled foreclosure sale, an explanation of the Servicer's plans for evaluating the Borrower for an alternative to foreclosure and suspending the foreclosure, if appropriate

- A description of those situations where a court with jurisdiction over the foreclosure proceeding (if any) or public official charged with carrying out the activity could fail or refuse to halt a scheduled foreclosure sale, if applicable

- Any other disclosure as required under applicable law

The Servicer must maintain evidence of the date of receipt of the Borrower's Response Package in its records.

4. Incomplete information notice

Upon receipt of an incomplete Borrower Response Package, the Servicer is required to send an incomplete information notice to the Borrower at the same time as the acknowledgement of receipt of the Borrower Response Package, which is no later than five Business Days from receipt of the Borrower Response Package. The incomplete information notice must include the following:

- A list of documents or information needed to evaluate the Borrower for an alternative to foreclosure

- A reference to the HUD web site for HUD-approved counselors at **http://www.hud.gov/offices/hsg/sfh/hcc/fc/** as a resource available to help the Borrower complete the package

- A reminder that if the Borrower does not submit all required documentation or information, the Servicer may determine the Borrower to be ineligible for an alternative to foreclosure and foreclosure proceedings will continue, including referral to foreclosure if the Mortgage was not previously referred

- Statement indicating that, depending on when the necessary information or documentation is received, there is no guarantee that the Servicer may be able to evaluate the Borrower for alternatives to foreclosure and halt foreclosure proceedings

- A toll-free telephone number the Borrower may contact for questions on the necessary documentation

A Servicer may, but is not required to, send an incomplete information notice to a Borrower who submits an incomplete Borrower Response Package 37 days or less prior to a scheduled foreclosure sale. The Servicer is strongly encouraged to work with a Borrower who submits an incomplete Borrower Response Package 37 days or less prior to a scheduled foreclosure sale to complete the Borrower Response Package and expedite a decision.

Notwithstanding receipt of an incomplete Borrower Response Package and the Servicer's transmittal of an incomplete information notice, the Servicer must still refer a Mortgage to foreclosure while attempting to obtain a complete Borrower Response Package

5. Evaluation requirements in response to a complete Borrower Response Package

Within five days of an evaluation decision but no later than 30 days following receipt of the complete Borrower Response Package, the Servicer must provide the appropriate Borrower Evaluation Notice communicating the decision to the Borrower, with one of the following possible outcomes:

- Non-Approval, Capacity to Pay Your Mortgage – Borrower has the capacity to repay the Mortgage

- Offer reinstatement

- Offer a repayment plan (with or without a partial reinstatement offer)*

- Offer a forbearance plan

- Offer a HAMP Trial Period Plan

- Offer a modification as set forth in Chapter 9206 (i.e., Standard Modification, Streamlined Modification or Disaster Relief Modification)
- Offer a short sale as set forth in Chapter 9208 (i.e., Standard Short Sale)
- Offer a deed-in-lieu of foreclosure as set forth in Chapter 9209 (i.e., Standard Deed-in-Lieu of Foreclosure)
- Non-Approval, Not Eligible for Alternative to Foreclosure – Borrower does not qualify for any alternative to foreclosure
- Non-Approval, Proceed to Foreclosure

Refer to Chapter 9101 for additional requirements related to Borrower communication with respect to the receipt of the First Complete Borrower Response Package on a Mortgage secured by a Primary Residence.

In addition, refer to Section 9208.6 for specific evaluation timelines for a short sale and Section 9206.3 for requirements on evaluating a complete Borrower Response Package after a Streamlined Modification solicitation has been sent to the Borrower.

*Note: A Servicer may combine the relevant contents of the Borrower Evaluation Notice for a reinstatement offer with the contents of the notice for a repayment plan offer when offering the Borrower a partial reinstatement of the Mortgage coupled with a repayment plan in accordance with the requirements of Chapter 9203. Further, if the offer for a foreclosure alternative is made 37 days or less prior to a scheduled foreclosure sale as set forth in Section 9301.28, a Borrower's intent to accept the offer may not be communicated verbally at this late stage in the foreclosure process. Therefore, the Servicer must delete the reference "at [SERVICER PHONE NUMBER] or" and otherwise amend the Evaluation Model Clause to specify that a Borrower's intent to accept the offer must be in writing.

Further, with respect to the evaluation notices that are offers for alternatives to foreclosure, Servicers must include in the evaluation notice a date by which the Borrowers must accept such offers, which must be 14 days from the date of the evaluation notice for most alternatives to foreclosure except a short sale or deed-in-lieu of foreclosure. The Servicer must suspend foreclosure referral, the foreclosure process generally, or the foreclosure sale, upon receiving a Borrower's verbal (where permitted) or written notification that he or she intends to accept an offer for an alternative to foreclosure other than a short sale or deed-in-lieu of foreclosure. Absent such written or verbal notification, the Servicer must suspend foreclosure referral, the foreclosure process, or the foreclosure sale upon receipt of a Borrower's first payment under a Trial Period Plan or other plan requiring payments (e.g., repayment or forbearance plan). However, the repayment, forbearance or Trial Period Plan will not be legally binding unless the first payment is made by no later than the last day of the month that the first payment is due under the terms of the plan. See Sections 9301.6, 9301.7 and 9301.28 for all foreclosure suspension requirements.

Model letters describing each of these responses are included in Exhibit 93. Use of the model letters is optional; however, they illustrate the level of specificity that is deemed to be in compliance with the requirements of this section. The model letters may be altered at the Servicer's discretion to meet the requirements of Chapters 9203, 9205, 9206, 9208 and 9209, and to comply with disclosure and other requirements under applicable federal, State or local law.

Servicer evaluation obligations once foreclosure has been initiated (See also Section 9301.28)

a. Borrower Response Package received after referral to foreclosure and greater than 37 days prior to the foreclosure sale date

If the Mortgage is subject to judicial proceedings and the Servicer receives a complete Borrower Response Package no later than 30 days after the post-referral to foreclosure solicitation letter is sent (or, within 30 days of referral to foreclosure in the event the attorney opts out of sending such a letter when necessary to comply with applicable law), then the Servicer must delay filing the motion for judgment, or if the motion has been filed, request the court delay a hearing or ruling as permitted under State or local law, for up to an additional 30 days to review the complete Borrower Response Package and notify the Borrower and the court of the decision.

Borrower Response Package received without a short sale purchase offer and foreclosure sale is scheduled

If the foreclosure sale has been scheduled and the Servicer sends the Borrower a Borrower Evaluation Notice that is an intent to pursue a short sale based on receipt of a complete Borrower Response Package but a purchase offer was not received, then the Borrower Evaluation Notice must be amended to indicate the following:

- *Contact a real estate broker to list your property for sale if it is not currently listed. If your property is not currently listed, there may not be adequate time to market the property or to review a potential buyer's offer prior to the foreclosure sale date*

- *Once you receive a potential buyer's offer, contact us immediately and we will review the offer to determine whether to accept it in full satisfaction of your obligation*

The "Standard Short Sale – All Other Scenarios" Evaluation Model Clause included in Exhibit 93 is representative of this Borrower Evaluation Notice.

Short sale evaluations

Once the Mortgage has been referred to foreclosure, the Servicer must continue with foreclosure proceedings during the short sale process, except where delay for motion

of judgment is provided for Mortgages subject to judicial proceedings. However, the Servicer must not complete a foreclosure sale if the short sale has been approved based on a review of a purchase offer and a complete Borrower Response Package (or other streamlined documentation permitted in Section 9208.3). The Servicer must suspend the foreclosure sale where permitted under State or local law.

Deed-in-lieu of foreclosure evaluations

Once the Mortgage has been referred to foreclosure, the Servicer must continue with foreclosure proceedings during the deed-in-lieu of foreclosure process, except where delay for motion of judgment is provided for Mortgages subject to judicial proceedings. The Servicer may only suspend foreclosure sale once the executed deed and all required deed-in-lieu of foreclosure documents have been received by the Servicer. Additionally, the Servicer must receive an executed deed from the Borrower no later than 30 days prior to the scheduled foreclosure sale date.

When considering a Borrower for a deed-in-lieu of foreclosure, the Servicer must ensure that there is sufficient time to complete processing of the deed-in-lieu of foreclosure (inclusive of sending the deed-in-lieu of foreclosure offer to the Borrower) so that the Servicer receives the executed deed no later than 30 days prior to the foreclosure sale date.

b. Borrower Response Packages received 37-15 days prior to the scheduled foreclosure sale date

If a complete Borrower Response Package is received between 37 and 15 days, inclusively, before a scheduled foreclosure sale date, the Servicer must expedite its review and make a determination regarding the Borrower's request for assistance at least seven days before the scheduled foreclosure sale date. This will ensure that the Servicer will be able to complete a foreclosure certification to the attorney seven days prior to a scheduled foreclosure sale date, if appropriate, or offer the Borrower an alternative to foreclosure.

c. Borrower Response Packages received less than 15 days prior to the scheduled foreclosure sale date

In cases where a complete Borrower Response Package is received less than 15 days prior to a scheduled foreclosure sale date, the Servicer must first determine whether it can conduct an expedited review of the Borrower Response Package and render a decision by the foreclosure certification date (i.e., seven days prior to the scheduled foreclosure sale date) and if so, complete the review.

(d) Electronic submission of documents

Servicers should refer to Chapter 1401 for the definition of the following terms used in this subsection:

- Electronic
- Electronic Record
- Electronic Transaction

In lieu of having the Servicer or Borrower, as applicable, prepare, sign and return paper documents, certain documents may be prepared, signed and sent electronically by a Servicer to the Borrower or by a Borrower to the Servicer, provided such Electronic Transactions comply with the requirements of Chapter 1401 and this section. With the exception of IRS Form 4506T-EZ, Short Form Request for Individual Tax Return Transcript, and IRS Form 4506-T, Request for Transcript of Tax Return, all documentation required to be prepared, signed or sent by either the Servicer or the Borrower are considered "loss mitigation documents" for purposes of Section 1401.17. (IRS Form 4506T-EZ or IRS Form 4506-T may only be a loss mitigation document for purposes of Section 1401.17 if either of those forms is received from the Borrower in a manner that permits the Servicer to submit the form to the IRS in strict compliance with the IRS instructions and any other applicable IRS requirements.)

All Electronic loss mitigation documents and any other Electronic Mortgage file documents are Electronic Records and must be capable of being retrieved and printed in a manner that accurately reflects the information originally contained in the Electronic Records. All Electronic Records must be accessible (either electronically or on paper) and promptly made available to Freddie Mac upon request.

9102.5: Borrower solicitation and communication (Future effective date 06/01/16)

This section sets forth Servicer communication, solicitation, and notification requirements during a Borrower's Delinquency or upon receipt of a Borrower's request for an alternative to foreclosure.

Servicers should be familiar with Freddie Mac's definitions for the following terms as they relate to Borrower solicitation and communication:

- Borrower Evaluation Notice
- Borrower Response Package
- Borrower Solicitation Package

(a) Borrower solicitation

Borrower solicitation –pre-foreclosure

A Servicer may not solicit a Borrower whose Mortgage is current or less than 31 days delinquent (i.e., no more than one payment past due) for an alternative to foreclosure described in Section 9201.2.

In addition to the minimum collection efforts set forth in Section 9102.4, Servicers may begin soliciting Borrowers who are 31 or more days delinquent in accordance with the processes and timelines set forth below in order to determine the reason for Delinquency and solicit them for possible alternatives to foreclosure.

If a Servicer previously determined that a Borrower who was less than 60 days delinquent did not qualify for any alternative to foreclosure and the Borrower subsequently becomes 60 days delinquent, then the Servicer must continue its solicitation and collection efforts with the Borrower in accordance with the requirements of this chapter. Continued solicitation may include sending another Borrower Solicitation Package if documentation needs to be refreshed in order to perform the subsequent evaluation of the Borrower for alternatives to foreclosure.

i) No later than the 45th day after the Due Date

Servicers must send at least one Borrower Solicitation Package or solicitation letter to the Borrower with information, including but not limited to, the availability of alternatives to foreclosure as set forth in Section 9102.5(b) below. See Section 9102.5(c) below for specific information that must be included in the Borrower Solicitation Package.

If the Servicer has not achieved quality right party contact and a resolution to the Delinquency, the Servicer is required to send at least one Borrower Solicitation Package or solicitation letter to the delinquent Borrower no later than the 45th day after the Due Date of an unpaid monthly installment.

The Servicer may send either:

- A Borrower Solicitation Package, which includes a Borrower Solicitation Letter (see Exhibit 1145), Form 710, Uniform Borrower Assistance Form, IRS Form 4506T-EZ, frequently asked questions (FAQs) and foreclosure rescue scam information;

  OR

- A Borrower Solicitation Letter (see Exhibit 1145) and elect to send Form 710, IRS Form 4506T-EZ, FAQs and foreclosure rescue scam information upon establishing quality right party contact. The Servicer may also provide the FAQs and foreclosure rescue scam information on its web site and provide a link to that information in the Borrower Solicitation Letter.

If a Servicer has achieved quality right party contact and has obtained from the Borrower a resolution to the Delinquency, the Servicer is not required to send the Borrower

Solicitation Package. However, in such instance, the Servicer must comply with any early intervention notice that may be required under applicable law. If the Borrower fails to perform under the conditions of a relief or workout option, the Servicer must resume collection efforts, including sending the Borrower Solicitation Package.

ii) As early as the 90th day and no later than the 105th day after the Due Date, or, for a Borrower with a Step-Rate Mortgage who becomes 60 days delinquent within 12 months following the first payment due date resulting from an interest rate adjustment, as early as the 60th day and no later than the 75th day after the Due Date

When a Borrower becomes 90 days delinquent, or when a Borrower has a Step-Rate Mortgage and becomes 60 days delinquent within the 12 months following the first payment due date resulting from an interest rate adjustment, the Servicer must determine if the Borrower is eligible for a Freddie Mac Streamlined Modification in accordance with Section 9206.3 and, if eligible, solicit the Borrower for such modification. The Servicer must send an initial, Exhibit 1191, Streamlined Modification Solicitation Letter, and a Streamlined Modification Trial Period Plan Notice, included in Exhibit 93, Evaluation Model Clauses, on or before the 105th day of Delinquency to a Borrower who becomes 90 days delinquent and is otherwise eligible. For a Borrower with a Step-Rate Mortgage who becomes 60 days delinquent and is otherwise eligible, the Servicer must send an initial Exhibit 1191B, Streamlined Modification Solicitation Letter for Day 60 Reset, and a Streamlined Modification Trial Period Plan Notice on or before the 75th day of Delinquency.

If the Borrower has been approved for a Streamlined Modification in accordance with the special requirements for Borrowers impacted by an Eligible Disaster described in Section 9206.3(g), the Servicer must send Exhibit 1191A, Streamlined Modification Post-Disaster Solicitation Letter, in place of Exhibit 1191.

The Streamlined Modification Solicitation Letter and the Streamlined Modification Trial Period Plan Notice may be altered at the Servicer's discretion as it deems necessary to meet the requirements of this section and Chapter 9206, and to comply with disclosure and other requirements under applicable law.

However, the Streamlined Modification Solicitation Letter must include the date the Borrower must return a complete Borrower Response Package in order to be evaluated for a Freddie Mac MyCity Modification (if the Mortgaged Premises is located in an eligible geographic location in accordance with Bulletin 2014-25) or for a Home Affordable Modification Program (HAMP®) modification, as applicable. The response date in the solicitation letter must be after the scheduled due date for the second Trial Period Plan payment and prior to the date the Servicer anticipates sending the modification agreement to the Borrower for signature.

If the Servicer fails to send the Streamlined Modification solicitation by the 105th day of Delinquency to a Borrower who becomes 90 days delinquent and is otherwise eligible, or by the 75th day of Delinquency to a Borrower with a Step-Rate Mortgage who becomes

60 days delinquent and is otherwise eligible, the Servicer must solicit eligible Borrowers as soon as possible to minimize the impacts of the delay. If the Borrower does not respond to the initial Streamlined Modification solicitation and otherwise remains eligible, then the Servicer may continue to solicit the Borrower for a Streamlined Modification at its discretion, in accordance with the "continuation of solicitation efforts" requirements in this section.

Continuation of solicitation efforts

The Servicer must continue to try to contact and solicit the Borrower for alternatives to foreclosure throughout the foreclosure process. After the 210th day after the Due Date of an unpaid monthly installment, the Servicer has discretion to continue contact attempts and must discontinue contact attempts up to 60 days prior to a foreclosure sale date for a judicial foreclosure or 30 days prior to a foreclosure sale date for a non-judicial foreclosure.

Attempts to solicit for alternatives to foreclosure while the Mortgage is in foreclosure must be communicated to and coordinated with the foreclosure attorney, as appropriate. A Servicer must keep the attorney informed of the status of relevant alternative to foreclosure negotiations and must notify the attorney within two Business Days after arrangements for an alternative to foreclosure have been agreed to or within two Business Days after the Mortgage is fully reinstated.

Borrower solicitation during bankruptcy

A Servicer is not required to solicit a Borrower in an active Chapter 7 or Chapter 13 bankruptcy. However, a Borrower in an active Chapter 7 or Chapter 13 bankruptcy case must be considered for an alternative to foreclosure if the Borrower, the Borrower's counsel or bankruptcy trustee (with the Borrower's written consent) submits a request to the Servicer.

(b) Documents and forms

The following documents and forms have been developed to fulfill the solicitation requirements of this section.

1. Solicitation documents

In accordance with Section 9102.5(a) above, the Servicer must send, via regular or electronic mail, at least one Borrower Solicitation Package no later than the 45th day after the Due Date of an unpaid monthly installment. The Borrower Solicitation Package consists of the following documents:

- Exhibit 1145, Borrower Solicitation Letter (sent to Borrowers by the 45th after the Due Date of an unpaid monthly installment)

And (the Servicer may elect to send the following upon establishing quality right party contact):

- Uniform Borrower Assistance Form (Form 710) and if applicable, HAMP Government Data Monitoring Form (Form 710A (applicable for HAMP eligible Borrowers only)); and

- Internal Revenue Service (IRS) Form 4506T-EZ, Short Form Request for Individual Tax Return Transcript; and

- Frequently asked questions and foreclosure rescue scam notice

Exhibit 1145 is the solicitation template that reflects content a Servicer must include in its Borrower Solicitation Package. In addition, Servicers must amend Exhibit 1145 as necessary to comply with applicable law. The content of Exhibit 1145 includes:

- A cover letter that includes a statement encouraging the Borrower to contact the Servicer, the Servicer's contact information, a description of loss mitigation options that are available, and contact information for homeownership counseling

- Information on available alternatives to foreclosure to help Borrowers understand the options they may have to stay in their home or leave their home, and avoid foreclosure

- Frequently asked questions (FAQs) to help answer Borrowers' questions regarding the Borrower Response Package and evaluation process. This information may also be provided on the Servicer's web site.

- Important notices, such as tips for avoiding foreclosure scams. This information may also be provided on the Servicer's web site.

In accordance with Section 9102.5(a) above, the Servicer must send via regular or electronic mail, Exhibit 1191, Exhibit 1191A or Exhibit 1191B, and include the Streamlined Modification Trial Period Plan Notice to a Borrower in accordance with the requirements in Section 9206.3. Solicitation for the Streamlined Modification is in addition to, and not in place of, all other solicitation requirements described in this section.

The solicitation template included in Exhibits 1145, 1191, 1191A and 1191B may be altered in the Servicer's or attorney's discretion as it deems necessary to meet the requirements of this section and to comply with disclosure and other requirements under applicable law.

2. Use of the Uniform Borrower Assistance Form

Form 710 is a required document that a Servicer must use to obtain Borrower and co-Borrower financial information, including the cause/reasons for the Borrower or co-Borrower's financial hardship. The financial information and hardship sections of Form 710 must be completed and the form must be executed by all Borrowers on the Mortgage.

The Servicer must require the submission of Form 710 by all Borrowers requesting consideration for an alternative to foreclosure. The Servicer may use a customized equivalent of Form 710, provided that it requests the same financial information, hardship affidavit and attestations from the Borrower. However, if the Servicer receives Form 710 rather than its customized equivalent, the Servicer must accept Form 710. References of Form 710 in the Guide include any customized equivalent to Form 710.

Refer to Section 9205.2 for additional requirements related to the collection of government monitoring data with respect to HAMP eligible Borrowers.

3. Model letters

The Servicer must send the Borrower the appropriate Borrower Evaluation Notice communicating the evaluation decision with one of the following outcomes:

- Non-Approval, Capacity to Pay Your Mortgage
- Reinstatement Offer*
- Repayment Plan Offer*
- Forbearance Plan Offer-Reduced Payment, less than/= 6 months
- Forbearance Plan Offer-Reduced Payment, greater than 6 months
- Forbearance Plan Offer-Suspended Payment
- HAMP Trial Period Plan Notice
- Standard Modification Trial Period Plan Notice
- Streamlined Modification Trial Period Plan Notice
- Capitalization and Extension Modification for Disaster Relief Trial Period Plan Notice
- Standard Short Sale
- Standard Deed-in-Lieu
- Non-Approval, Not Eligible for Alternative to Foreclosure
- Non-Approval, Proceed to Foreclosure

Model letters describing each of these responses are included in Exhibit 93. Use of the model letters provided in Exhibit 93 is optional; however, each model letter illustrates the level of specificity that is deemed to be in compliance with the requirements of Section 9102.5(c)(5) and the reinstatement, relief and workout requirements prescribed in the

Guide. The model letters must be altered by the Servicer as necessary to comply with applicable federal, State or local law.

Servicers must ensure the model letters are revised as necessary to include Trial Period Plan denial reasons and information about the Borrower's right to appeal the Servicer's decision when the Borrower is denied a Trial Period Plan based on an evaluation of the First Complete Borrower Response Package. Exhibit 93 includes a list of denial reasons for use with the model letters. As a reminder, impermissible denial reasons include, but are not limited to, the following:

- Full lender recourse or indemnification – In situations where the Servicer chose not to repurchase the Mortgage from Freddie Mac or, in the case of indemnification, chose not to modify the Mortgage, the Servicer must disclose the reason it will not modify the Mortgage, which must be based on its own requirements. Servicers are reminded that they may repurchase any Mortgage subject to full lender recourse or indemnification in accordance with the requirements set forth in Bulletin 2012-10, and may choose to modify a Mortgage subject to indemnification in accordance with the requirements in Bulletin 2016-5.

- FHA, RHS or VA Mortgage – The Servicer must determine eligibility for a loan modification under applicable agency requirements

*Note: A Servicer may combine the relevant contents of the Borrower Evaluation Notice for a reinstatement offer with the contents of the notice for a repayment plan offer when offering the Borrower a partial reinstatement of the Mortgage coupled with a repayment plan in accordance with the requirements of Chapter 9203. Further, if the offer for a foreclosure alternative is made 37 days or less prior to a scheduled foreclosure sale as set forth in Section 9301.28, a Borrower's intent to accept the offer may not be communicated verbally, but must be in writing, at this late stage in the foreclosure process. Therefore, the Servicer must delete the reference "at [SERVICER PHONE NUMBER] or" and otherwise amend the Evaluation Model Clause as appropriate.

(c) Communications with the Borrower

1. Borrower Solicitation Package

The Servicer must provide in the cover letter included in the Borrower Solicitation Package a specific date by which the package must be returned, which must be 30 days from the date of the communication. In the event the 30th day falls on a non-Business Day, the Servicer must specify the following Business Day as the date by which the Borrower Response Package must be returned. Refer to Section 9102.5(b) for the documentation and content that must be included in a Borrower Solicitation Package.

2. Borrower Response Package

A complete Borrower Response Package must include the following:

- Completed and signed Form 710
- Income Documentation in accordance with Section 9202.3
- Hardship Documentation in accordance with Section 9202.2
- Completed and signed IRS Form 4506T-EZ, Short Form Request for Individual Tax Return Transcript. Note: Servicers must obtain IRS Form 4506-T, Request for Transcript of Tax Return, in lieu of Form 4506T-EZ if the Borrower (i) is self-employed, and/or (ii) files federal income tax returns based on a fiscal calendar year (i.e., a tax year beginning in one calendar year and ending in the following year).

A Servicer may accept and rely on any information and documentation submitted on behalf of a Borrower by the Borrower's authorized trusted advisor, such as a HUD-approved housing counselor, provided the Servicer complies with applicable privacy and other laws and, when necessary, obtains and maintains in the Mortgage file evidence of the Borrower's written consent to the Servicer's sharing of the Borrower's private financial and any other protected information with the Borrower's trusted advisor.

A Servicer must notify Freddie Mac via an EDR transmission by reporting default action code H5 within the first three Business Days of the month following the month that it received a complete Borrower Response Package.

When a Borrower is in an active Chapter 7 or Chapter 13 bankruptcy, the Servicer may accept copies of the bankruptcy schedules and tax returns (if returns are required to be filed) in lieu of Form 710 and IRS Forms 4506T-EZ or 4506-T, and may use this information to determine Borrower eligibility (with the income documentation). Servicers should request the schedules and tax returns from the Borrower, Borrower's counsel or bankruptcy court. If the bankruptcy schedules are greater than 90 days old as of the date the Servicer first determines the Borrower submitted a complete Borrower Response Package, the Borrower must provide updated evidence of income.

To the extent that a Servicer receives sufficient information to evaluate the Borrower for a reinstatement or relief option in accordance with Chapter 9203 without the complete Borrower Response Package, the Servicer should do so.

3. Acknowledgement of receipt of Borrower Response Package

The Servicer must acknowledge to the Borrower receipt of the Borrower Response Package within five Business Days of receipt from the Borrower, and must indicate whether the package is complete or incomplete. The acknowledgement of receipt, which must be in writing, must include the following:

- The Servicer's evaluation process and timeline
- An explanation of the foreclosure process, including that:

- ❑ Referral to foreclosure will not occur if the Servicer is reviewing a complete Borrower Response Package

- ❑ Referral to foreclosure will not occur if the Servicer extends an offer for an alternative to foreclosure and the Borrower's deadline to respond has not expired

- ❑ Following referral to foreclosure, the foreclosure process may continue during the evaluation

- ■ For a Borrower who submits a complete Borrower Response Package 37 days or less prior to a scheduled foreclosure sale, an explanation of the Servicer's plans for evaluating the Borrower for an alternative to foreclosure and suspending the foreclosure, if appropriate

- ■ A description of those situations where a court with jurisdiction over the foreclosure proceeding (if any) or public official charged with carrying out the activity could fail or refuse to halt a scheduled foreclosure sale, if applicable

- ■ Any other disclosure as required under applicable law

The Servicer must maintain evidence of the date of receipt of the Borrower's Response Package in its records.

4. Incomplete information notice

Upon receipt of an incomplete Borrower Response Package, the Servicer is required to send an incomplete information notice to the Borrower at the same time as the acknowledgement of receipt of the Borrower Response Package, which is no later than five Business Days from receipt of the Borrower Response Package. The incomplete information notice must include the following:

- A list of documents or information needed to evaluate the Borrower for an alternative to foreclosure

- A reference to the HUD web site for HUD-approved counselors at **http://www.hud.gov/offices/hsg/sfh/hcc/fc/** as a resource available to help the Borrower complete the package

- A reminder that if the Borrower does not submit all required documentation or information, the Servicer may determine the Borrower to be ineligible for an alternative to foreclosure and foreclosure proceedings will continue, including referral to foreclosure if the Mortgage was not previously referred

- Statement indicating that, depending on when the necessary information or documentation is received, there is no guarantee that the Servicer may be able to evaluate the Borrower for alternatives to foreclosure and halt foreclosure proceedings

- A toll-free telephone number the Borrower may contact for questions on the necessary documentation

A Servicer may, but is not required to, send an incomplete information notice to a Borrower who submits an incomplete Borrower Response Package 37 days or less prior to a scheduled foreclosure sale. The Servicer is strongly encouraged to work with a Borrower who submits an incomplete Borrower Response Package 37 days or less prior to a scheduled foreclosure sale to complete the Borrower Response Package and expedite a decision.

Notwithstanding receipt of an incomplete Borrower Response Package and the Servicer's transmittal of an incomplete information notice, the Servicer must still refer a Mortgage to foreclosure while attempting to obtain a complete Borrower Response Package

5. Evaluation requirements in response to a complete Borrower Response Package

Within five days of an evaluation decision but no later than 30 days following receipt of the complete Borrower Response Package, the Servicer must provide the appropriate Borrower Evaluation Notice communicating the decision to the Borrower, with one of the following possible outcomes:

- Non-Approval, Capacity to Pay Your Mortgage – Borrower has the capacity to repay the Mortgage

- Offer reinstatement

- Offer a repayment plan (with or without a partial reinstatement offer)*

- Offer a forbearance plan

- Offer a HAMP Trial Period Plan

- Offer a modification as set forth in Chapter 9206 (i.e., Standard Modification, Streamlined Modification or Disaster Relief Modification)
- Offer a short sale as set forth in Chapter 9208 (i.e., Standard Short Sale)
- Offer a deed-in-lieu of foreclosure as set forth in Chapter 9209 (i.e., Standard Deed-in-Lieu of Foreclosure)
- Non-Approval, Not Eligible for Alternative to Foreclosure – Borrower does not qualify for any alternative to foreclosure
- Non-Approval, Proceed to Foreclosure

Refer to Chapter 9101 for additional requirements related to Borrower communication with respect to the receipt of the First Complete Borrower Response Package on a Mortgage secured by a Primary Residence.

In addition, refer to Section 9208.6 for specific evaluation timelines for a short sale and Section 9206.3 for requirements on evaluating a complete Borrower Response Package after a Streamlined Modification solicitation has been sent to the Borrower.

*Note: A Servicer may combine the relevant contents of the Borrower Evaluation Notice for a reinstatement offer with the contents of the notice for a repayment plan offer when offering the Borrower a partial reinstatement of the Mortgage coupled with a repayment plan in accordance with the requirements of Chapter 9203. Further, if the offer for a foreclosure alternative is made 37 days or less prior to a scheduled foreclosure sale as set forth in Section 9301.28, a Borrower's intent to accept the offer may not be communicated verbally at this late stage in the foreclosure process. Therefore, the Servicer must delete the reference "at [SERVICER PHONE NUMBER] or" and otherwise amend the Evaluation Model Clause to specify that a Borrower's intent to accept the offer must be in writing.

Further, with respect to the evaluation notices that are offers for alternatives to foreclosure, Servicers must include in the evaluation notice a date by which the Borrowers must accept such offers, which must be 14 days from the date of the evaluation notice for most alternatives to foreclosure except a short sale or deed-in-lieu of foreclosure. The Servicer must suspend foreclosure referral, the foreclosure process generally, or the foreclosure sale, upon receiving a Borrower's verbal (where permitted) or written notification that he or she intends to accept an offer for an alternative to foreclosure other than a short sale or deed-in-lieu of foreclosure. Absent such written or verbal notification, the Servicer must suspend foreclosure referral, the foreclosure process, or the foreclosure sale upon receipt of a Borrower's first payment under a Trial Period Plan or other plan requiring payments (e.g., repayment or forbearance plan). However, the repayment, forbearance or Trial Period Plan will not be legally binding unless the first payment is made by no later than the last day of the month that the first payment is due under the terms of the plan. See Sections 9301.6, 9301.7 and 9301.28 for all foreclosure suspension requirements.

Model letters describing each of these responses are included in Exhibit 93. Use of the model letters is optional; however, they illustrate the level of specificity that is deemed to be in compliance with the requirements of this section. The model letters may be altered at the Servicer's discretion to meet the requirements of Chapters 9203, 9205, 9206, 9208 and 9209, and to comply with disclosure and other requirements under applicable federal, State or local law.

Servicer evaluation obligations once foreclosure has been initiated (See also Section 9301.28)

a. Borrower Response Package received after referral to foreclosure and greater than 37 days prior to the foreclosure sale date

If the Mortgage is subject to judicial proceedings and the Servicer receives a complete Borrower Response Package no later than 30 days after the post-referral to foreclosure solicitation letter is sent (or, within 30 days of referral to foreclosure in the event the attorney opts out of sending such a letter when necessary to comply with applicable law), then the Servicer must delay filing the motion for judgment, or if the motion has been filed, request the court delay a hearing or ruling as permitted under State or local law, for up to an additional 30 days to review the complete Borrower Response Package and notify the Borrower and the court of the decision.

Borrower Response Package received without a short sale purchase offer and foreclosure sale is scheduled

If the foreclosure sale has been scheduled and the Servicer sends the Borrower a Borrower Evaluation Notice that is an intent to pursue a short sale based on receipt of a complete Borrower Response Package but a purchase offer was not received, then the Borrower Evaluation Notice must be amended to indicate the following:

- *Contact a real estate broker to list your property for sale if it is not currently listed. If your property is not currently listed, there may not be adequate time to market the property or to review a potential buyer's offer prior to the foreclosure sale date*

- *Once you receive a potential buyer's offer, contact us immediately and we will review the offer to determine whether to accept it in full satisfaction of your obligation*

The "Standard Short Sale – All Other Scenarios" Evaluation Model Clause included in Exhibit 93 is representative of this Borrower Evaluation Notice.

Short sale evaluations

Once the Mortgage has been referred to foreclosure, the Servicer must continue with foreclosure proceedings during the short sale process, except where delay for motion

of judgment is provided for Mortgages subject to judicial proceedings. However, the Servicer must not complete a foreclosure sale if the short sale has been approved based on a review of a purchase offer and a complete Borrower Response Package (or other streamlined documentation permitted in Section 9208.3). The Servicer must suspend the foreclosure sale where permitted under State or local law.

Deed-in-lieu of foreclosure evaluations

Once the Mortgage has been referred to foreclosure, the Servicer must continue with foreclosure proceedings during the deed-in-lieu of foreclosure process, except where delay for motion of judgment is provided for Mortgages subject to judicial proceedings. The Servicer may only suspend foreclosure sale once the executed deed and all required deed-in-lieu of foreclosure documents have been received by the Servicer. Additionally, the Servicer must receive an executed deed from the Borrower no later than 30 days prior to the scheduled foreclosure sale date.

When considering a Borrower for a deed-in-lieu of foreclosure, the Servicer must ensure that there is sufficient time to complete processing of the deed-in-lieu of foreclosure (inclusive of sending the deed-in-lieu of foreclosure offer to the Borrower) so that the Servicer receives the executed deed no later than 30 days prior to the foreclosure sale date.

b. Borrower Response Packages received 37-15 days prior to the scheduled foreclosure sale date

If a complete Borrower Response Package is received between 37 and 15 days, inclusively, before a scheduled foreclosure sale date, the Servicer must expedite its review and make a determination regarding the Borrower's request for assistance at least seven days before the scheduled foreclosure sale date. This will ensure that the Servicer will be able to complete a foreclosure certification to the attorney seven days prior to a scheduled foreclosure sale date, if appropriate, or offer the Borrower an alternative to foreclosure.

c. Borrower Response Packages received less than 15 days prior to the scheduled foreclosure sale date

In cases where a complete Borrower Response Package is received less than 15 days prior to a scheduled foreclosure sale date, the Servicer must first determine whether it can conduct an expedited review of the Borrower Response Package and render a decision by the foreclosure certification date (i.e., seven days prior to the scheduled foreclosure sale date) and if so, complete the review.

(d) Electronic submission of documents

Servicers should refer to Chapter 1401 for the definition of the following terms used in this subsection:

- Electronic
- Electronic Record
- Electronic Transaction

In lieu of having the Servicer or Borrower, as applicable, prepare, sign and return paper documents, certain documents may be prepared, signed and sent electronically by a Servicer to the Borrower or by a Borrower to the Servicer, provided such Electronic Transactions comply with the requirements of Chapter 1401 and this section. With the exception of IRS Form 4506T-EZ, Short Form Request for Individual Tax Return Transcript, and IRS Form 4506-T, Request for Transcript of Tax Return, all documentation required to be prepared, signed or sent by either the Servicer or the Borrower are considered "loss mitigation documents" for purposes of Section 1401.17. (IRS Form 4506T-EZ or IRS Form 4506-T may only be a loss mitigation document for purposes of Section 1401.17 if either of those forms is received from the Borrower in a manner that permits the Servicer to submit the form to the IRS in strict compliance with the IRS instructions and any other applicable IRS requirements.)

All Electronic loss mitigation documents and any other Electronic Mortgage file documents are Electronic Records and must be capable of being retrieved and printed in a manner that accurately reflects the information originally contained in the Electronic Records. All Electronic Records must be accessible (either electronically or on paper) and promptly made available to Freddie Mac upon request.

9102.6: Investment Property and rental income during Delinquency (03/02/16)

If satisfactory arrangements for repayment of the Delinquency have not been made, the Servicer must request that the Borrower consent to the appointment of a real estate agent or other agent to collect rents, maintain the Mortgaged Premises and make payments to the Servicer. If such arrangements are not made, the Servicer must determine what means are available to obtain the rental income and submit a recommendation to Freddie Mac **(see Directory 5)**.

9102.7: Monthly EDR (03/02/16)

(a) Reporting to Freddie Mac

A Servicer must report, within the first three Business Days of a month, applicable information through EDR for:

- All Mortgages that were 30 or more days delinquent or Mortgages for which the Borrower was in bankruptcy during the previous month, regardless of whether the Borrower is current or delinquent in his or her Mortgage payments

- Mortgages for which the Borrower is current in his or her Mortgage payments and for which the Servicer is pursuing an alternative to foreclosure (**Note**: Servicers must comply with all Guide requirements with respect to considering a Borrower who is current in his or her Mortgage payment for an alternative to foreclosure, including, as applicable, any requirement that the Borrower be in imminent default or found to have suffered an involuntary inability to pay.)

  A Servicer must continue to report the applicable information through EDR for each Mortgage until:

  - The Mortgage is fully reinstated or paid off
  - A workout is completed and settled in Freddie Mac's system
  - A foreclosure sale is held
  - The Borrower is no longer in bankruptcy and the Mortgage is current
  - For current Mortgages under consideration for an alternative to foreclosure, there are no applicable default action codes to report for the month

A Servicer must submit an EDR transmission and indicate "no activity to report" if, during the previous month:

- There were no Mortgages 30 or more days delinquent or Borrowers in bankruptcy, and
- There was no new activity to report with respect to Mortgages for which the Servicer was pursuing an alternative to foreclosure

If a Servicer services Mortgages under more than one Seller/Servicer number, the Servicer must report via EDR for each number.

A Servicer must provide the following data elements for each Mortgage reported:

- Seller/Servicer Number
- Freddie Mac loan number
- DDLPI

In addition, the following data elements must be reported, as applicable:

- Default action(s)

- Default action date(s)

A Servicer must also report the following data elements in the earliest EDR transmission after receiving the information, but no later than when reporting on a Mortgage that is 90 days delinquent:

- Default Reason
- Property Condition
- Occupancy Status

Refer to Exhibit 82, Electronic Default Reporting Transmission Code List, for descriptions of the default action, default reason, property condition, occupancy status and associated codes. For detailed programming instructions, please refer to the *Electronic Default Reporting (EDR) Quick Reference Guide,* available at **http://www.freddiemac.com/learn/pdfs/service/edr_quickref.pdf**.

Refer to Sections 9205.9 and 9205.14 for additional reporting requirements under the Home Affordable Modification Program.

(b) Reports from Freddie Mac

In response to a Servicer's monthly EDR transmission, Freddie Mac will make available through Default Reporting Manager at **http://www.freddiemac.com/singlefamily/service/**, the following reports. The Servicer must retrieve these reports, review them and transmit any necessary information, as indicated below:

- **EDR Exception Report** — One Business Day after transmitting EDR information, a Servicer must retrieve this report that will contain any exceptions and errors on the Mortgages that were reported. The Servicer must correct all exceptions/errors documented on the report and transmit the corrected data to Freddie Mac by the sixth Business Day after accessing the report. For additional information, Servicers may refer to the *EDR Quick Reference Guide* available at **www.freddiemac.com/learn/pdfs/service/edr_quickref.pdf**

- **Delinquencies/Foreclosures not Reported ("Not Reported Report")** — A Servicer must retrieve this report the morning of the fourth Business Day of the month. The report identifies any Mortgage that was reported as being 30 or more days delinquent during the prior month, but was omitted from the current month's EDR transmission and it was not reported as fully reinstated or paid off, that a foreclosure sale was held, or a workout option was completed. If the Mortgage is still delinquent, the Servicer must report the delinquent Mortgage by the sixth Business Day of the month. If the Servicer has not already reported a full reinstatement, payoff, foreclosure sale, or executed deed-in-lieu of foreclosure of the Mortgage, it must report the action to Freddie Mac (see Chapter 8303 or Sections 9203.6, 9209.8 and 9301.38 for these reporting requirements).

- **Default Compliance Report ("Compliance Report")** — A Servicer must retrieve this report each day from the fourth through the 13th Business Day of each month. This report identifies the number of loans reported to Freddie Mac that are 30, 60 and 90 or more days delinquent for the current reporting cycle. The Servicer must review the transmission for accuracy. If the Servicer believes there are errors in the report, the Servicer must follow up with Freddie Mac by submitting corrections via the Freddie Mac Service Loans application (Default Loan Activity screen) no later than 5 p.m. Eastern time on the 13th Business Day of the month. The Servicer may also contact the EDR team **(see Directory 5)**.

9102.8: Compensatory fees for failure to report via EDR (03/02/16)

A Servicer that fails to comply with the EDR requirements in Section 9102.7 will be subject to being assessed the noncompliance fees set forth in Sections 8303.36 and 8303.38.

Freddie Mac will bill the Servicer for such fees on the Servicer Non-Performing Loans Invoice. Refer to Section 9102.1 for information on the payment of Servicing Non-Performing Loans Invoices via an Automated Clearing House draft.

In addition, if the Servicer does not report a Mortgage to Freddie Mac as required via EDR and the Servicer requests reimbursement of expenses on that Mortgage, Freddie Mac reserves the right to deny reimbursement of those expenses on account of the Servicer's failure to report.

Chapter 9201: Freddie Mac Loss Mitigation Evaluation Hierarchy and Performance Standards

9201.1: Rationale for Servicer loss mitigation activities (03/02/16)

Freddie Mac's interest in a Mortgage, the Borrower and the home securing the Mortgage begins when Freddie Mac purchases the Mortgage. The Borrower's ownership of the home is jeopardized when he or she stops making monthly payments. Freddie Mac is committed to helping Borrowers find a solution to the Delinquency if they are experiencing financial difficulty in making the Mortgage payment.

The Borrower must make a commitment to reduce any discretionary, unnecessary expenditures as a condition of Freddie Mac granting a relief or workout option. Additionally, the Borrower is expected to work out similar relief or workout options with other creditors whenever possible.

Freddie Mac recognizes that not every Borrower who is experiencing financial difficulty can retain home ownership. When this is the case, the Servicer can help a Borrower understand the benefits of selling the property to avoid the consequences of foreclosure, where applicable, and the risk of a deficiency judgment.

Freddie Mac wants the Servicer to pursue alternatives to foreclosure whenever possible, because they benefit not only the Borrower, but also the Servicer, Freddie Mac and other interested parties in the Mortgage by:

1. Eliminating the staff time and expense the Servicer incurs to service a delinquent Mortgage or a Mortgage in foreclosure

2. Reinstating the servicing fee income the Servicer earns if a Mortgage Delinquency is cured, or reinstating part or all of the servicing fee income if a Mortgage is modified

3. Improving the Servicer's relationship with the Borrower

4. Minimizing Freddie Mac's credit losses

5. Reducing an MI or guarantor's claim payment, when applicable

Even after the Servicer has initiated foreclosure, it should still pursue alternatives to foreclosure to mitigate potential credit losses, whenever possible.

9201.2: Freddie Mac loss mitigation evaluation hierarchy (03/02/16)

If a Borrower who is current or less than 31 days delinquent contacts the Servicer for loss mitigation assistance, the Servicer must first evaluate the Borrower for eligibility for a Freddie Mac Relief Refinance Mortgage℠ – Same Servicer or advise the Borrower of the availability of the Freddie Mac Relief Refinance Mortgage℠ – Open Access offering (refer to Chapters 4302 and 4303). If the Borrower is not eligible for a Freddie Mac Relief Refinance Mortgage, then the Servicer must first evaluate the Borrower for a reinstatement or relief option as set forth in Chapter 9203.

If a reinstatement or relief option as provided in Chapter 9203 is not appropriate based on Borrower circumstances, the Borrower may qualify for a workout option under the Guide. The Servicer must consider a Borrower for workout options in the following sequence:

- A Borrower must first be considered for a modification under the federal government's Home Affordable Modification Program (HAMP®) in accordance with the requirements of Chapter 9205

- If a Borrower is ineligible for HAMP, does not accept a HAMP Trial Period Plan offer, or fails to complete a HAMP modification, the Servicer must next consider the Borrower for a Freddie Mac Standard Modification in accordance with the requirements of Chapter 9206

- If a Borrower is ineligible for, does not accept, or fails to complete a modification, the Servicer must next consider the Borrower for a Freddie Mac Standard Short Sale ("short sale") pursuant to Chapter 9208

- If a Borrower is ineligible for a short sale or a short sale is not a viable option, the Servicer must next consider the Borrower for a Freddie Mac Standard Deed-in-Lieu of Foreclosure ("deed-in-lieu of foreclosure") in accordance with the requirements of Chapter 9209

When a Borrower becomes 90 days delinquent, or when a Borrower has a Step-Rate Mortgage and becomes 60 days delinquent within the 12 months following the first payment due date resulting from an interest rate adjustment, the Servicer must determine if the Borrower is eligible for a Freddie Mac Streamlined Modification in accordance with Section 9206.3 and if eligible, solicit the Borrower for such modification in accordance with Section 9102.5(a).

If the Borrower's hardship is the result of an Eligible Disaster but the Borrower indicates he or she is able to resume making the existing contractual monthly payments on the Mortgage, the Servicer must evaluate the Borrower for a Capitalization and Extension Modification for Disaster Relief ("Disaster Relief Modification") as provided in Section 9206.4, if reinstatement or a repayment plan is not a viable option.

If the Borrower's hardship is one of the four listed below and the Borrower has indicated a desire to sell or vacate the property, the Servicer may consider the Borrower for a short sale without

first evaluating the Borrower for a home retention option; however, the Servicer must ensure that the Borrower is aware that a home retention option may be possible:

- Death of a Borrower or death of the primary or secondary wage earner in the household
- Long-term or permanent disability; serious illness of a Borrower/co-Borrower or dependent family member
- Divorce or legal separation; separation of Borrower unrelated by marriage, civil union or similar domestic partnership under applicable law
- Distant employment transfer, including Permanent Change of Station orders or relocation due to new employment, where the transfer or new employment location is greater than 50 miles one-way from the Borrower's current Primary Residence

If the Borrower is not eligible for a relief or workout option, but the Servicer believes that a relief or workout option is still the best solution to the Delinquency, then the Servicer may submit a recommendation to Freddie Mac for review along with the reason for the recommendation, in accordance with the submission procedures in the relevant chapters for relief or workout options.

Additionally, Freddie Mac has a charge-off option available to cease collection and loss mitigation activities on a Mortgage, under certain conditions. (See Sections 9210.1 through 9210.5 for requirements related to the charge-off option.)

9201.3: Servicer's responsibilities for loss mitigation activities (03/02/16)

The Servicer's loss mitigation activities must include:

1. Pursuing reinstatement as the first option to resolve a Delinquency
2. Analyzing the Borrower's financial situation, and determining his or her intention toward the Mortgage obligation
3. Determining the value and condition of the property to calculate the Borrower's equity position and Freddie Mac's potential loss if Freddie Mac were to acquire the property as an REO
4. Pursuing alternatives to foreclosure in accordance with the hierarchy set forth in Section 9201.2 when the Servicer determines the Borrower cannot reinstate
5. Continuing to pursue alternatives to foreclosure even after the Servicer has initiated foreclosure in accordance with Section 9102.4(b)

6. Managing the foreclosure process to ensure that expenses and accruing interest are minimized and obtaining clear and marketable title as soon as legally possible

In conducting loss mitigation activities the Servicer must comply with:

1. The specific requirements in this chapter and Chapters 9102, 9203 through 9211, 9301 and 9401

2. All FHA, RHS, VA or MI requirements, if applicable

9201.4: Servicer's loss mitigation operations (03/02/16)

Loss mitigation activities must be an integral part of the Servicer's Servicing operations.

Freddie Mac expects the Servicer's collection and loss mitigation staffs to coordinate their efforts.

The Servicer must ensure that it has:

1. A documented process for loss mitigation activities and approving foreclosures

2. Skilled staff devoted to loss mitigation activities

3. Trained collections and loss mitigation staff who:

    a. Have the ability to gain a Borrower's confidence, and help the Borrower explore alternatives to foreclosure

    b. Provide counseling to a Borrower early in the Delinquency to explain potential options, and the consequences of foreclosure

    c. Maintain a record of conversations with a Borrower in the Mortgage file or other form of data storage

    d. Screen Borrower requests for assistance to identify eligible workout candidates

9201.5: Servicer default management performance standards (03/02/16)

Freddie Mac will measure performance in the following areas of default management based on various weighted criteria. Refer to the Servicer Success Scorecard for the specific criteria for each of these areas:

1. Loss mitigation
2. Default timeline management
3. Workout effectiveness
4. Data integrity

The Servicer's performance in the areas described above will comprise its overall Servicer Success Scorecard assessment in the default management category of the Servicer Success Scorecard.

In addition to the performance standards prescribed below, a Servicer must also refer to its Servicer Success Scorecard for specific criteria for each of the categories above.

(a) Call center performance standards

The following terms are described for purposes of this section:

- **Blockage Rate:** Number of calls blocked, whether intentional or unintentional, as a percentage of inbound calls directed to a Servicer's call center. Example: A Borrower attempting to call the Servicer receives a busy signal as a result of a Servicer's inbound call center's failure to receive such call.
- **Abandon Rate:** Percentage of calls made by the Servicer to Borrowers or by a Borrower to a Servicer that are not intercepted by the Servicer (i.e., a live operator) before the Borrower disconnects.

Servicers that maintain a call center must meet the following minimum call center and other contact performance standards as measured in monthly increments:

- Average speed to answer a telephone call of 60 seconds or less
- 5% or less telephone call Abandon Rate
- 1% or less telephone call Blockage Rate
- Average time for a live operator to respond to e-mails of 48 hours or less after receipt (automated responses not included)

- ❑ Live operator chat response times of 5 minutes or less between chats

Servicers that maintain a call center must maintain data related to the performance standards described above, and must make such data available to Freddie Mac upon request.

(b) Quality right party contact performance standard

In its efforts to contact Borrowers, a Servicer must strive to achieve a quality right party contact benchmark of at least 60% on its 120-day delinquent Freddie Mac portfolio. Borrowers in bankruptcy are excluded from the quality right party contact performance standard. A Servicer's obligation for establishing contact with a delinquent Borrower and scope of a quality right party contact is set forth in Section 9102.3.

Each time the Servicer achieves quality right party contact with a delinquent Borrower, the Servicer must notify Freddie Mac via an EDR transmission in accordance with the following requirements:

- First quality right party contact: Servicers must report default action code AW and the date of the first quality right party contact established with the Borrower within the first three Business Days of the month following the month that the first quality right party contact was established with the Borrower. Default action code AW is reported one time.

- Subsequent quality right party contact: Servicers must report default action code AX if any subsequent quality right party contact was made with the Borrower after the initial contact was established within the first three Business Days of the month following the month that the subsequent contact occurred. Default action code AX may be reported in the same month as default action code AW if a Servicer establishes a subsequent quality right party contact with the Borrower in the same month that initial contact was achieved.

  A Servicer must continue to report default action code AX as often as it applies (that is, as often as the Servicer continues to establish quality right party contact with a Borrower when working with the Borrower to resolve a Delinquency) with the date of the last quality right party contact for each month in which the action applies.

For additional information about EDR, refer to Section 9102.7 and Exhibit 82, Electronic Default Reporting Transmission Code List.

(c) Alternative to foreclosure pull-through rate

Servicers will be measured on their ability to successfully transition newly 60-day delinquent Borrowers into an alternative to foreclosure in a given quarter.

At a minimum, Servicers must achieve at least a 60% alternative to foreclosure pull-through rate. The alternative to foreclosure pull-through rate is measured as follows:

Alternatives to foreclosure in the current quarter divided by the prior quarter's new 60-day delinquent Borrower inflows

Reinstatements, forbearance plans, repayment plans, trial period plans, payoffs, modifications, short sales and deeds-in-lieu of foreclosure are included in this performance standard. Mortgages in bankruptcy are excluded from this measurement.

9201.6: Alternatives to foreclosure (03/02/16)

Alternatives to foreclosure are reinstatements, and relief and workout options that, when used, result in a resolution of a Mortgage Delinquency without foreclosing on the property.

Below is a list of the all Freddie Mac alternatives to foreclosure:

(a) Reinstatements

A reinstatement restores a delinquent Mortgage to current status either with a lump-sum payment of all amounts due or a partial payment followed by a repayment plan.

Freddie Mac has two types of reinstatements:

- Full reinstatement
- Partial reinstatement

Refer to Chapter 9203 for additional information on reinstatements.

(b) Relief options

A relief option provides temporary relief to a Borrower and allows the Borrower to cure the Delinquency over a defined period of time. Freddie Mac's relief options are:

- Repayment plan
- Short-term forbearance
- Long-term forbearance

Refer to Chapter 9203 for additional information on relief options.

(c) Workout options

A workout option is an alternative to foreclosure that eliminates or reduces the potential loss that Freddie Mac would incur if the property securing the Mortgage were acquired through a foreclosure sale.

A mortgage modification is a workout option that will enable the Borrower to retain homeownership.

Refer to Chapters 9206 and 9205 for additional information.

Freddie Mac's workout options for situations where it is not economically feasible for the Borrower to retain the property are:

- Short sale
- Deed-in-lieu of foreclosure
- Workout mortgage assumption

Refer to Chapters 9207, 9208 and 9209 for additional information

(d) Hardest Hit Fund

A Borrower may be eligible for one of the following mortgage assistance programs developed and administered by State Housing Finance Agencies ("HFAs") and funded by the Innovation Fund for the Hardest Hit Housing Markets or Hardest Hit Fund (HHF) Initiative for which Freddie Mac requires Servicer participation:

- Unemployment mortgage assistance
- Mortgage reinstatement assistance
- Modification assistance
- Transition assistance

Refer to Chapter 9211 for additional information on mortgage assistance programs developed and administered by HFAs.

(e) Charge-offs

Freddie Mac has a charge-off option available for use under certain conditions. A charge-off ceases collection efforts on a Mortgage. See Section 9210.2 for situations when Freddie Mac requires Servicers to make a recommendation for a charge-off.

Chapter 9202: Evaluating the Borrower

9202.1: Delinquency, default and imminent danger of default (03/02/16)

Throughout this chapter and Chapters 9203 through 9210, and 9301, Freddie Mac will use the term Delinquency, which is defined in the Glossary, rather than the term default. Many of the specific requirements for workout options are tied to the severity of the Delinquency.

Except as set forth in Sections 9206.7 and 9205.7, a Borrower is considered to be in imminent danger of default, if, based upon the facts and circumstances of the particular Mortgage and using prudent business judgment, it appears more likely than not that the Borrower will default on his or her Mortgage payments within the next 12 months.

A Borrower must be delinquent in his or her Mortgage payments, or be in imminent danger of default, to be considered for an alternative to foreclosure. The Borrower must document an eligible hardship to be eligible for certain workout and relief options.

Refer to Section 9202.2 for information on verifying a Borrower's hardship. In addition, refer to:

- Chapter 9203 for additional requirements related to relief options
- Chapter 9204 and 9206 through 9210 for additional requirements related to non-Home Affordable Modification Program (HAMP®) workout options
- Chapter 9205 for additional requirements for HAMP

9202.2: Verifying a Borrower's hardship (03/02/16)

(a) Eligible hardships

A Borrower must have one or more of the eligible hardships identified below in order to be eligible for certain relief or workout options (including a modification under the Home Affordable Modification Program).

The Borrower must document the financial hardship by:

- Signing and submitting to the Servicer a completed Form 710, Uniform Borrower Assistance Form; and
- Providing to the Servicer the applicable hardship documentation described below.

Hardship	Required Hardship Documentation
Unemployment	■ No hardship documentation required
Reduction in income: a hardship that has caused a decrease in the Borrower's income due to circumstances outside the Borrower's control (e.g., elimination of overtime, reduction in regular working hours, or a reduction in base pay)	■ No hardship documentation required
Increase in housing expenses: a hardship that has caused an increase in the Borrower's housing expense due to circumstances outside the Borrower's control	■ No hardship documentation required
Divorce or legal separation; separation of Borrowers unrelated by marriage, civil union or similar domestic partnership under applicable law	■ Divorce decree signed by the court; OR ■ Separation agreement signed by the court; OR ■ Current credit report evidencing divorce, separation, or the non-occupying Borrower has a different address; OR ■ Recorded quit claim deed evidencing that the non-occupying Borrower or co-Borrower has relinquished all rights to the property
Death of a Borrower or death of either the primary or secondary wage earner in the household	■ Death certificate; OR ■ Obituary or newspaper article reporting the death
Long-term or permanent disability; serious illness of a Borrower/co-Borrower or dependent family member	■ Proof of monthly insurance benefits or government assistance (if applicable); OR ■ Written statement or other documentation verifying disability or illness; OR

Hardship	Required Hardship Documentation
	■ Doctor's certificate of illness or disability; OR ■ Medical bills None of the above shall require providing detailed medical information.
Disaster (natural or man-made) adversely impacting the property or Borrower's place of employment	■ Insurance claim; OR ■ Federal Emergency Management Agency grant or Small Business Administration loan; OR ■ Borrower or employer property located in a federally declared disaster area
Distant employment transfer/ Relocation (transfer or relocation must be greater than 50 miles one-way from Borrower's current Primary Residence)	**For active-duty service members:** Notice of Permanent Change of Station (PCS) or actual PCS orders **For employment transfers/relocation for new employment:** ■ Copy of signed offer letter or notice from employer showing transfer to a new location; OR ■ Paystub from new employer In addition to the above, the Borrower must provide documentation that reflects the amount of any relocation assistance provided. Borrowers with PCS orders are not required to provide additional documentation to support relocation assistance.
Business Failure	■ Tax return from the previous year (including all schedules); AND ■ Proof of business failure supported by one of the following: ❑ Bankruptcy filing for the business; OR ❑ Two months recent bank statements for the business account evidencing cessation of business activity; OR ❑ Most recent signed and dated quarterly or year-to-date profit and loss statement

Hardship	Required Hardship Documentation
Other: a hardship that is not specified above	■ Written explanation describing the details of the hardship and relevant documentation

(b) Situations not considered to be an eligible hardship

Any other events or circumstances other than those described above in Section 9202.2(a) are not considered eligible hardships for purposes of eligibility for a workout option or certain relief options under the Guide. For example, the following are not considered eligible hardships:

1. Depreciation in the value of the Mortgaged Premises
2. Temporary income interruption, but the Borrower has assets (liquid or that can be liquidated) available to pay the Mortgage
3. Interest rate adjustment on an ARM or re-amortization of an interest only Mortgage upon expiration of the interest only period

9202.3: Borrower income documentation for workout or relief options (03/02/16)

(a) Verification of income

A Servicer must verify the income for all Borrowers on the Note when evaluating a Borrower for certain workout or relief options. The Borrower's income must be supported by documentation that is not more than 90 days old as of the date the Servicer first determines that the Borrower submitted a complete Borrower Response Package. (Refer to Section 9102.5 for information on the Borrower Response Package.)

(b) Required income documentation

The Borrower must document all sources of income by providing the following income documentation as part of the Borrower Response Package:

Income Source	Required Documentation
All income	In addition to the income documentation listed below, all Borrowers must provide a completed and signed IRS Form 4506T-EZ, Short Form Request for Individual Tax Return Transcript. Servicers must obtain IRS Form 4506-T, Request for Transcript of Tax Return, in lieu of Form 4506T-EZ if the Borrower (i) is self-employed, and/or (ii) files federal income tax returns based on a fiscal year (i.e., a tax year beginning in one calendar year and ending in the following year) and/or (iii) receives rental income. The Servicer must submit Form 4506T-EZ or Form 4506-T 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 Form 710, Uniform Borrower Assistance Form) and the income documentation ■ The Borrower has income that is required to be documented by the Borrower's most recent federal income tax return but the Borrower has not provided his or her signed federal income tax return, complete with all schedules and forms (i.e., Borrowers who are self-employed, earn rental income, or file returns on a fiscal year) ■ As otherwise required by Freddie Mac IRS Forms 4506T-EZ and 4506-T are available at **http://www.irs.gov**. Servicers are encouraged to use the IRS Income Verification Express Service (IVES), which uses secure e-mail to deliver tax return transcripts to Servicers.

<table>
<tr><th>Income Source</th><th>Required Documentation</th></tr>
<tr><td>Employment income (Salaried or hourly wage earner)</td><td>Paystub(s) that reflect(s) the most recent 30 days or four weeks of earnings and documentation reflecting year-to-date earnings if not reported on the paystub(s) (e.g., signed letter or printout from the employer).

More than one paystub may be required depending on the payment frequency:
<table>
<tr><th>Payment Frequency</th><th>Documentation Required</th></tr>
<tr><td>Monthly</td><td>One paystub covering a full month</td></tr>
<tr><td>Semi-monthly</td><td>Two paystubs covering a full month</td></tr>
<tr><td>Bi-weekly</td><td>Two paystubs covering four weeks</td></tr>
<tr><td>Weekly</td><td>Four paystubs covering four weeks</td></tr>
</table></td></tr>
<tr><td>Self-employment income</td><td>A complete signed individual federal income tax return, and, as applicable, the business tax return (e.g., IRS Forms 1120, 1120S and 1065) and either:

■ The most recent signed and dated quarterly or year-to-date profit and loss statement that reflects activity for the most recent three months; or

■ Copies of bank statements for the business account for the last two months to document continuation of business activity.

When calculating gross income for self-employed Borrowers, a Servicer should include the Borrower’s net profit plus any salary draw amounts that were paid to the Borrower in addition to adding any of the allowable adjustments used in analyzing the tax returns for the business, such as non-recurring income and expenses, depreciation and depletion (if applicable).</td></tr>
</table>

Income Source	Required Documentation
Other earned income (such as bonus, commission, housing allowance, tips, overtime)	Reliable third party documentation describing the amount and nature of the income (e.g., an employment contract or printouts documenting tip income). When verifying annualized income based on the year-to-date earnings reflected on paystubs, Servicers may, based on their good business judgment, make adjustments when it is likely that sources of additional income (bonus, commissions, etc.) are not likely to continue.
Rental income	Borrower's complete and signed individual tax return that includes Schedule E – Supplemental Income and Loss for the most recent tax year. ■ When Schedule E is not available to document rental income because the property was not previously rented, Servicers may accept a current lease agreement and bank statements or cancelled rent checks demonstrating receipt of rent ■ If the Borrower is using income from the rental of a portion of the Borrower's Primary Residence (i.e., rental income from a boarder) or rental income from a 2- to 4-unit property that also serves as the Borrower's Primary Residence, the income must be calculated at 75% of the monthly gross rental income, with the remaining 25% considered vacancy loss and maintenance expense. ■ If the Borrower is using rental income from properties other than the Borrower's Primary Residence, the income to be calculated should be 75% of the monthly gross rental income, reduced by the monthly debt service on the property, if applicable. Note: Rental income should not be included in the Borrower's monthly gross income if there is currently no rental income being received due to vacancy (even if rental income was identified in the Borrower's tax return or tax transcript).

Income Source	Required Documentation
Alimony, separate maintenance and child support income	■ Copy of the divorce decree, separation agreement or other legal agreement filed with a court, or a court decree that provides for the payment of alimony, separate maintenance or child support and states the amount of the award and the period of time over which the payments will be received; and ■ Copies of the two most recent bank statements or other third-party documents showing receipt of payments Alimony, child support or separate maintenance income need not be revealed if the Borrower does not choose to have it considered for repaying the Mortgage.
Social Security, disability or death benefits, pension, public assistance, or adoption assistance	■ Documentation showing the amount and frequency of the benefits such as letters, exhibits, a disability policy or benefits statement from the provider; and ■ Documentation showing the receipt of payment, such as copies of the two most recent bank statements showing deposit amount. Note: If a benefits statement is not available, Servicers may rely only on receipt of payment evidence, if it is clear that the Borrower's entitlement is ongoing.
Unemployment benefits	Not an acceptable source of income.

Income Source	Required Documentation
Non-Borrower income	Servicers should include non-Borrower household income in the monthly gross income if: ■ It is voluntarily provided by the Borrower ■ The non-Borrower is a relative, spouse, domestic partner or fiancé/fiancée ■ The Servicer verifies that the non-Borrower occupies the subject property as a Primary Residence based on a review of a credit report or other documentation (e.g., utility bills, paystubs, benefits statements); and ■ There is documentary evidence to support that the income has been, and reasonably can continue to be, relied upon to support the Mortgage payment All non-obligor or "non-Borrower" household income included in monthly gross income must be documented and verified by the Servicer using the same standards for verifying a Borrower's income. A Servicer should not consider expenses of non-Borrower household members, but may only consider the percentage of his or her income that the non-Borrower routinely contributes to the household.
Passive/Non-wage income	Unless specified otherwise, the Servicer must document all income, including passive/non-wage income. In cases where the Borrower has investment income, the Servicer must obtain the two most recent investment/bank statements supporting receipt of this income.

(c) Determining gross monthly income

The Borrower's gross income includes all taxable and non-taxable income, before any payroll deductions, including, but not limited to, base 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, payments from annuities, insurance policies, retirement funds, and pensions, disability or death benefits, and positive net rental income, except that the Borrower may, but is not required to, provide alimony, child support or separation maintenance income.

The Servicer may gross up all non-taxable income received by the Borrower only if the Borrower is able to provide documentation verifying that the income is not taxable. The Servicer must maintain such documentation in the Mortgage file. To gross up non-taxable income, the Servicer must multiply the amount of the non-taxable income by 1.25; if the actual amount of federal or State taxes that would be paid is more than 25% of the Borrower's nontaxable income, the Servicer may use the actual percentage.

Refer to Exhibit 101, Income Calculation Guidelines for Alternative to Foreclosure Options, for additional instructions on calculating income.

(d) Substitution of income documents

When a Borrower is in an active Chapter 7 or Chapter 13 bankruptcy, the Servicer may accept copies of the bankruptcy schedules and tax returns (if returns are required to be filed) in lieu of Form 710, and IRS Form 4506T-EZ or IRS Form 4506, and may use this information to determine Borrower eligibility (with the income documentation). Servicers should request the schedules and tax returns from the Borrower, Borrower's counsel or bankruptcy court. If the bankruptcy schedules are more than 90 days old as of the date that such schedules are received by the Servicer, the Borrower must provide updated evidence of income in accordance with this section.

9202.4: Servicer reconciliation of inconsistencies; fraud detection; and document authenticity (03/02/16)

(a) Reconciling income and/or hardship information inconsistencies

If, based on the Servicer's good business judgment, the Borrower's income and/or the hardship information disclosed by the Borrower is inconsistent with the income and/or hardship documentation provided by the Borrower, the Servicer must attempt to reconcile such inconsistencies. The Servicer must also document such material differences in its servicing system.

(b) Fraud detection

The Servicer must not offer the Borrower a relief or workout option if there is reasonable evidence indicating the Borrower submitted false or misleading information or otherwise engaged in fraud in connection with the request for payment relief. A Servicer must use good business judgment in determining whether the evidence is reasonably indicative of a Borrower's intentional misrepresentation or submission of false or misleading information. Refer to Section 3201.2 for reporting requirements related to the discovery of fraud or possible fraud on a Mortgage.

(c) Document authenticity

A Servicer must use good business judgment when determining whether verification documents are authentic and accurate, and allow the Servicer to underwrite the Borrower in accordance with the requirements of this Guide. A Servicer may elect to accept documentation with imperfections (blank fields, erasures, use of correction tape, inaccurate dates, etc.) if the Servicer determines that the imperfections are immaterial to the eligibility decision, are not indicative of fraud and do not impact the Servicer's ability to verify the completeness and accuracy of the Borrower's financial representations.

9202.5: Risk of Property Ownership (03/02/16)

Risk of Property Ownership exists when there is a risk of liability to Freddie Mac if Freddie Mac becomes the owner of the property. For example, there is Risk of Property Ownership if Hazardous Substances exist on or around the property, or the property has been cited for a lead-based paint violation, or if the property is in such deteriorated condition that it poses a safety risk or if the property has been condemned by a local authority or has been scheduled for demolition.

The Servicer must review the property inspection reports that the Servicer receives to determine if a Risk of Property Ownership exists. Refer to Section 8403.1 for the requirements for managing a Mortgage with a Risk of Property Ownership.

9202.6: Analyze the reason for Delinquency (03/02/16)

In the course of performing collection activities the Servicer should have determined why the Borrower has not remitted its Mortgage payments. Additionally, the Servicer should have determined the Borrower's willingness to resolve the Delinquency problem and have counseled the Borrower about the consequences of the Delinquency.

If the Servicer has determined that the Borrower's reason for not paying the Mortgage payment is temporary, it may consider whether a partial reinstatement, a repayment plan or short-term forbearance may be a solution to cure the Delinquency. For the Servicer to consider such alternatives, the Borrower must have the ability to make payments and bring the Mortgage current within one year.

If the Borrower's financial situation and/or circumstances will not permit him or her to bring the Mortgage current within a year, the Servicer must analyze the Borrower's financial situation and determine the Borrower's desire to retain ownership of the home to determine the appropriate solution to the Delinquency. See Section 9201.2 for the sequence in which a Borrower must be evaluated for loss mitigation solutions.

9202.7: Tenant-occupied properties built before 1978 (03/02/16)

Before considering a long-term forbearance or a workout option on a tenant-occupied property built before 1978, the Servicer must conduct a search of records at the local oversight authority that administers lead-based paint law and/or health code compliance (such as a State or local Department of Health or Department of Housing) to determine whether there are any outstanding lead-based paint or health code citations or violations against the property or property owner.

For properties in New York City (Brooklyn, Bronx, Manhattan, Queens and Staten Island) built before 1960, the Servicer must conduct a search with the Health Department to determine whether there are any outstanding health code violations against the property. In addition, the Servicer must conduct a search with the Department of Housing Preservation and Development to determine whether there are any outstanding lead-based paint citations or violations against the property.

If the Servicer discovers any outstanding citations or violations, or is aware of any lead-based paint litigation against the property or property owner, it must notify Freddie Mac **(see Directory 5)**, and include**:**

1. The number and ages of all children under the age of seven that are residing in the property

2. A copy of the citation or violation and any other pertinent information

After reviewing the documentation, Freddie Mac will provide the Servicer with instructions on the course of the action to take.

9202.8: Analyze the Mortgage characteristics and terms (03/02/16)

The Servicer must review the Mortgage characteristics and terms to determine what effect they might have on determining a course of action to resolve the Delinquency.

The Servicer must compare the UPB and any delinquent amounts to the probable sale price of the property to determine the Borrower's equity position and Freddie Mac's potential loss should Freddie Mac have to acquire the property, if the Delinquency cannot be cured or resolved.

The Servicer must also review the Mortgage product type and the current interest rate compared to current market interest rates to identify potential roadblocks in curing a Delinquency. For example, if the Mortgage is an adjustable-rate Mortgage, the Borrower may be facing a new monthly payment that he or she cannot afford.

9202.9: Determine the best course of action for Delinquency (03/02/16)

After evaluating the Borrower's financial information and circumstances, the value and condition of the property, and the Mortgage characteristics and terms, the Servicer must begin to determine the best course of action to resolve the Delinquency. Based on the information provided by the Borrower, the Servicer must determine which of the various relief and workout options is appropriate.

If the Borrower's property has been damaged by a natural or man-made disaster, or the Borrower has an extraordinary circumstance, the Servicer should consider recommending a long-term forbearance. If the Borrower wants to keep the property and has a source of stable monthly income, the Servicer should consider whether to consider a repayment plan, reinstatement or short-term forbearance plan, or recommend a loan modification. If the Borrower cannot or does not want to retain ownership of the property, the Servicer should consider recommending workout options that allow the Borrower to sell or transfer the property.

If a relief or workout option will not resolve the Delinquency, the Servicer must initiate foreclosure in accordance with the requirements in Chapter 9301.

Refer to Chapter 8404 for additional requirements for Mortgages secured by properties affected by a disaster.

9202.10: What is a property inspection? (03/02/16)

Except when an interior inspection is required (see Section 9202.12(c)), a property inspection is an exterior inspection of the property to determine:

1. The condition of the property
2. If there is any waste, deterioration or vandalism
3. The occupancy status
4. If the property has been abandoned
5. If the property is listed for sale
6. If there are obvious environmental hazards

7. If there is deferred maintenance or there are health and safety problems. The property is considered to have deferred maintenance when the Borrower has allowed the property condition to deteriorate to a point where general maintenance items such as trash removal, painting, yard work and general repairs have not been performed.

8. If visible asset preservation is needed

9202.11: Documenting property inspections (03/02/16)

(a) Form to use

A Servicer must document each inspection of the property with an inspection report that is prepared on Form 1013, 1-4 Unit Property Inspection Report, or a substitute report. The substitute report can be the Servicer's proprietary form or a form the inspection company performing the inspection prepares, including a computer-generated or automated form. The substitute form must contain all of the data elements on Form 1013.

(b) Retaining inspection reports

The Servicer must retain the inspection reports in the Mortgage file or other form of data storage for the same period of time that it retains the Mortgage file.

9202.12: When to order a property inspection (03/02/16)

The Mortgaged Premises must be inspected in accordance with the requirements below to determine the physical condition and occupancy status.

The Servicer may use a third party to conduct property inspections.

(a) Inspection dates

The Servicer must order a property inspection no later than the 45th day of Delinquency and obtain the complete inspection report by the 60th day of Delinquency if it has not received a payment in the last 30 days or has not achieved quality right party contact in accordance with Section 9102.3. The Servicer must continue to obtain a newly completed property inspection report every calendar month. No two reports may be completed within a 20-day period while the Mortgage remains 45 days or more delinquent. However, weekly and biweekly ordinance-required property inspections (reimbursable under expense codes 404016 and 404017) are exempt from the 20-day limitation. The Servicer may discontinue obtaining newly-completed property inspection reports if:

- The Servicer achieves quality right party contact and the Borrower and Servicer agree to a prospective resolution to the Delinquency and the Borrower continues to comply with the agreement. A prospective resolution to the Delinquency can be a verbal commitment from the Borrower to resolve the Delinquency via a reinstatement, relief or workout option; or

- The Servicer receives the Property Condition Certificate (PCC) from Freddie Mac after the property reverts to REO

If the property is found to be vacant or tenant-occupied, property inspections must continue as long as the Mortgage remains 45 or more days delinquent regardless of the Servicer achieving quality right party contact or a prospective resolution to the Delinquency.

If the Servicer has approved a Borrower for a Freddie Mac Standard Deed-in-lieu of Foreclosure ("deed-in-lieu of foreclosure"), the Servicer must schedule an interior property inspection of the Mortgaged Premises in accordance with the requirements described in Section 9209.5(3). The inspection must take place no more than 48 hours prior to execution of the deed and related deed-in-lieu of foreclosure documents.

A property inspection is not required for Mortgages in bankruptcy performing in accordance with the terms of a bankruptcy plan.

(b) Curbside inspections

Freddie Mac does not generally consider a curbside or "drive-by" property inspection to be a sufficient exterior property inspection. However, Freddie Mac will permit a curbside inspection to be performed in the following circumstances:

- Legal constraints due to compliance with federal, State or local law, including, but not limited to, an active bankruptcy by the Borrower; or

- Personal danger to the inspector

(c) Abandonment or waste

When the Servicer learns that the Mortgaged Premises have been abandoned or are in a severe state of deterioration, waste or disrepair that warrants a physical condition rating of "poor" on Form 1013, 1-4 Unit Property Inspection Report, the Servicer must take action as required in Sections 8403.1 and 8403.2 including, but not limited to, ordering a monthly property inspection, even if the Mortgage payments are less than 45 days delinquent.

In addition, if the Mortgaged Premises have been confirmed as abandoned, the Servicer must obtain monthly interior inspections, in accordance with the terms of the Mortgage documents and applicable law.

(d) Property seizure

Refer to Sections 8402.2, 8402.3 and 8402.4 for property inspection requirements related to property seizure.

9202.13: Results of property inspection (03/02/16)

Review the completed inspection report and determine if any further action is needed.

IF the property inspection indicated that the property is...	THEN the Servicer must...
Listed for sale	1. Obtain the name and telephone number of the listing broker and retain for future use 2. Enter in its monthly EDR, the date that it became aware that the property was listed for sale
Vacant and/or not maintained	Follow the requirements in Sections 8403.1 and 8403.2

9202.14: What is an abandoned property? (03/02/16)

An abandoned property is:

1. A property to which the owner has voluntarily and intentionally relinquished ownership, claim and control, or

2. As otherwise defined under local laws. Factors evidencing abandonment include vacancy, waste, deterioration and lack of utilities.

9202.15: Reimbursement of property inspections (03/02/16)

For each property inspection completed in accordance with the requirements set forth in Section 9202.12, Freddie Mac will reimburse the Servicer the lesser of:

- The actual cost of the property inspection

- The applicable expense limit stated in Exhibit 57, 1- to 4- Unit Property Approved Expense Amounts

Refer to Section 9701.9 for details regarding the reimbursement of property inspections.

9202.16: When to obtain a property value (03/02/16)

(a) Obtaining a property value to prepare foreclosure bidding instructions

If State law requires that an appraisal report be used to set the bid, then the Servicer must obtain the appraisal report in sufficient time to complete the foreclosure by the scheduled foreclosure sale date. The Servicer may obtain the appraisal report either directly from Freddie Mac through BPOdirect® or from an appraiser of its choice.

If a Servicer does not obtain the appraisal report directly from Freddie Mac then the Servicer must:

- Obtain Freddie Mac's prior written approval to order the appraisal report from an appraiser of its choice at least 30 days before the scheduled foreclosure sale date. Freddie Mac's approval can be obtained by submitting a request for pre-approval (RPA) via the Freddie Mac Reimbursement System. If a Servicer does not obtain Freddie Mac's prior approval, Freddie Mac will not reimburse the Servicer for the appraisal expense.

- Ensure the appraisal is obtained in accordance with applicable law, and the appraisal must comply with the requirements of Chapter 5601 and Section 9301.33

When State law does not require an appraisal report to be used to set the bid, the Servicer must comply with the credit bid requirements in Section 9301.32 for First-Lien Mortgages not covered by mortgage insurance.

In States where the sheriff orders an appraisal to determine the opening bid at a foreclosure sale, the Servicer must still determine the maximum bid the Servicer is authorized to make on Freddie Mac's behalf. See Sections 9301.31 through 9301.36 for instructions for bidding at a foreclosure sale.

(b) Obtaining a property value in connection with an alternative to foreclosure

Servicers must obtain a property value from Freddie Mac when considering a Borrower for a workout. The requirements for obtaining a property value differ based on the type of alternative to foreclosure for which the Borrower is being considered. Refer to Chapters 9205 through 9210 for the requirements for obtaining a property value for each specific foreclosure alternative.

Note: If the Mortgage is covered by mortgage insurance, the Servicer must ensure that the property value it obtains is based on a property valuation type that is consistent with the MI's requirements.

9202.17: Obtaining a property value (03/02/16)

Regardless of whether the Servicer, Freddie Mac or both are evaluating the Borrower for a workout or relief option, the Servicer must provide the Borrower such notices and valuations as are required by applicable law, including the Equal Credit Opportunity Act. This includes notices and valuations developed in connection with a workout or relief option that is considered to be an application for credit. The Servicer must give the Borrower the property valuation provided to the Servicer by Freddie Mac through BPOdirect® or other sources.

If Freddie Mac participated in evaluating a Borrower for a workout or relief option that gives rise to an obligation to provide the Borrower a valuation developed in connection with an application for a workout or relief option, then the Servicer must provide the valuation to the Borrower on behalf of Freddie Mac. In these cases, the communication from the Servicer to the Borrower transmitting the valuation must identify both the Servicer and Freddie Mac as providing the valuation.

(a) Obtaining a property value via BPOdirect

When a Servicer logs into BPOdirect, the web site may display an automated value if one is available. If Freddie Mac permits the use of an automated value to evaluate the Borrower for a specific relief or workout option, then the Servicer must use the automated value provided in BPOdirect. If an automated value is not available in BPOdirect or through another permitted source (e.g., via Home Value Explorer® (HVE®) or the Freddie Mac Automated Value Model (AVM) report), or the MI requires a BPO/property valuation, the Servicer must submit a property valuation request to Freddie Mac. There is no cost associated with automated values obtained through BPOdirect. If Freddie Mac requires a BPO for the situation the Servicer is evaluating, then the Servicer must take the additional step of ordering a BPO from BPOdirect. Once the BPO valuation is complete, the BPO value will be available to the Servicer in BPOdirect.

Note: If the Mortgage is covered by mortgage insurance, the Servicer must ensure that the property value it obtains is based on a property valuation type that is consistent with the MI's requirements.

(b) Property values obtained via the Freddie Mac Service Loans application

The Servicer must obtain a property value through the Service Loans application for a Borrower being considered for a Standard Short Sale. Refer to Section 9208.5 for additional requirements on obtaining a property value for a Standard Short Sale and Chapter 2404 for information about access to the Service Loans application.

(c) Obtaining a Home Value Explorer (HVE) point value estimate

The Servicer may determine the value of the Mortgaged Premises by obtaining a Home Value Explorer (HVE) point value estimate through one of Freddie Mac's Home Value

Explorer (HVE) distributors where permitted under the Guide. Refer to Sections 9205.8 and 9206.8 for additional requirements on obtaining an automated property value for a modification. For detailed information on HVE and Freddie Mac's distributors, visit **http://www.freddiemac.com/hve/hve.html**.

Contact Freddie Mac with any questions about obtaining a property valuation **(see Directory 6)**.

9202.18: Checking the status of orders for property valuations (03/02/16)

A Servicer may determine the status of its BPO order by accessing Freddie Mac's web site at **https://www.bpodirect.com** and entering the Freddie Mac loan number. Contact Freddie Mac with any questions about a BPO order **(see Directory 6)**.

A Servicer may determine the status of the property valuation ordered in the Freddie Mac Service Loans application for the purposes of a Freddie Mac Standard Short Sale. (See also Section 9208.5 for details on requesting a property value via the Freddie Mac Service Loans application.)

9202.19: Valuation costs (03/02/16)

Freddie Mac does not charge a fee for automated valuations. For all others valuations, the cost of the valuation depends on whether an interior or exterior valuation is conducted. Servicers should consult the chart below for further details related to the cost of the property valuations:

Purpose of valuation order:	Valuation type:	Cost:
■ Short sale ■ Deed-in-lieu of foreclosure ■ Modification on a Mortgage secured by a Manufactured Home ■ Modification on a Mortgage secured by a 2- to 4-unit property ■ Workout Mortgage assumption ■ Determine value for cancellation of Borrower-paid mortgage insurance	Interior valuation with interior and exterior photographs	$105

Purpose of valuation order:	Valuation type:	Cost:
■ Long-term forbearance ■ Loan modification on a 1-unit property (not a Manufactured Home) ■ Prepare bidding instructions for a foreclosure sale ■ Determine value for a bankruptcy	Exterior valuation with exterior photographs	$85

9202.20: Remitting BPO cost reimbursements to Freddie Mac (03/02/16)

(a) BPOs ordered for loss mitigation or foreclosure sale bidding

For BPOs ordered for loss mitigation or foreclosure sale bidding, the Servicer must forward a check made payable to the Federal Home Loan Mortgage Corporation at the following address.

FREDDIE MAC
P.O. BOX 730453Dallas, TX 75373-0453

Send overnight and courier deliveries to:

JP MORGAN CHASE
Dallas National Wholesale LB TX 1-0029
14800 Frye Road
Fort Worth, TX 76155
Attn: HomeSteps #73453

Whenever possible and if permitted by State law, the Servicer must collect the cost of any applicable BPOs from the Borrower if the Mortgage was fully reinstated, paid-off or modified pursuant to the modification requirements in Chapter 9206 or assumed under Freddie Mac's workout Mortgage assumption option in Chapter 9207. If the Servicer was unable to collect the cost of the BPO from the Borrower, it must document in the Mortgage file the reason it was unable to collect the funds. Freddie Mac will review the reasons for noncollection when it audits the Servicer's files.

If the Borrower is offering to fully reinstate the Mortgage and can pay all arrearages and costs, except for the cost of the BPO, the Servicer may reinstate the Mortgage without

collecting the BPO cost. The Servicer is not required to remit the BPO funds to Freddie Mac, but must document the reason for nonremittance in the Mortgage file.

The Servicer may collect accrued late charges from the Borrower once all other arrearages and costs, including the BPO costs, are paid.

(b) BPOs ordered for Borrower-paid mortgage insurance cancellation

For BPOs ordered for cancellation of Borrower-paid mortgage insurance, the Servicer will be billed for the cost of the BPO on its Performing Loans monthly Servicer Billing Statement. This cost must be paid in accordance with the requirements for remitting payment of fees billed on the Servicer's billing statement. Refer to Section 8303.6 for information on remitting fees billed on the Performing Loans monthly Servicer Billing Statement.

Chapter 9203: Reinstatements and Relief Options

9203.1: Reinstatements and relief options (03/02/16)

The most desirable resolution to a Delinquency is reinstatement. Reinstatement is the act of restoring a delinquent Mortgage to current status. When the Servicer's collection efforts do not result in reinstatement of a delinquent Mortgage, the Servicer should consider offering the Borrower a relief option.

A relief option is an alternative to foreclosure that provides a Borrower with temporary relief or an opportunity to cure a Delinquency over a defined period of time.

If the Servicer has a Borrower whose situation does not meet Freddie Mac's relief option eligibility requirements, but the Servicer feels a relief option is still the best possible solution to cure the Delinquency, the Servicer must submit a request to Freddie Mac **(see Directory 5)** for Freddie Mac's review. The Servicer must use Form 105, Multipurpose Loan Servicing Transmittal, and explain why a relief option is the best solution to the Delinquency.

In lieu of having the Servicer or Borrower prepare, sign and send, return or submit paper documents necessary to process a reinstatement or relief option, the Servicer and Borrower may provide loss mitigation information and documents electronically. See Section 1401.17 for eligible documents and related requirements.

9203.2: General requirements for reinstatements and relief options (03/02/16)

For all reinstatements and relief options, the Servicer must:

1. Comply with the requirements of the FHA, VA, RHS or MI and obtain approval from the FHA, VA, RHS or MI, if applicable

2. Retain any written agreements in the Mortgage file

3. Within two Business Days of the date on which the Servicer receives a written request for payoff or reinstatement figures, the Servicer must provide complete, written figures as of the request date to the attorney, trustee, workout specialist or outsourcing vendor requesting the information.

For all reinstatements and relief options, the Servicer must not:

1. Demand payment of expenses from the Borrower in excess of the costs the Servicer actually incurred at the time the Borrower reinstates the Mortgage. These costs may not exceed Freddie Mac's approved expense amounts (see Exhibit 57A, Approved Attorney Fees and Title Expenses), unless the Servicer has obtained Freddie Mac's approval to exceed these amounts, which approval may be requested by submitting Form 105, Multipurpose Loan Servicing Transmittal, to Freddie Mac **(see Directory 5)** prior to incurring the expense.

2. Refuse to reinstate a Mortgage if the Borrower is unwilling or unable to pay a reinstatement or relief fee that is allowed by applicable law or the Purchase Documents. Among available options, the Servicer may defer collection of the fee until payoff of the Mortgage.

3. Charge the Borrower any of the costs itemized in Section 9701.15

9203.3: Types of reinstatement (03/02/16)

There are two types of reinstatement: full and partial.

(a) Full reinstatement

A full reinstatement occurs when the Borrower restores a delinquent Mortgage to current status by paying the total amount delinquent, including advances, accrued interest, legal costs and other expenses incurred.

The Servicer must not charge or collect from the Borrower an amount that exceeds the expense limits specified in Exhibit 57A, Approved Attorney Fees and Title Expenses. In addition, the payment must not include reimbursement for costs the Servicer incurred if State law prohibits collection of those costs from the Borrower.

(b) Partial reinstatement

A partial reinstatement occurs when the Borrower restores a delinquent Mortgage in foreclosure to current status by:

1. Paying an amount less than the total amount delinquent, including advances, legal costs and other expenses incurred; and

2. Agreeing to a repayment plan that provides for payment of the remaining arrearage, and a stipulation that suspends the foreclosure proceedings during the repayment plan and that allows the Servicer to recommence foreclosure at the point the foreclosure was suspended if the Borrower defaults on the repayment plan, unless otherwise prohibited by applicable law. Exhibit 93, Evaluation Model Clauses, includes a model repayment plan template and a model reinstatement template that the Servicer may combine and amend as necessary to comply with the requirements of this section and applicable law.

3. Completing the repayment plan

   The Servicer must not charge or collect from the Borrower an amount that exceeds the expense limits specified in Exhibit 57, 1- to 4-Unit Property Approved Expense Amounts, and Exhibit 57A. In addition, the payment must not include reimbursement for costs the Servicer incurred if State law prohibits collection of those costs from the Borrower.

9203.4: When to accept full reinstatement (03/02/16)

The Servicer must accept full reinstatement of a Mortgage if the payment, in cash or certified funds, includes the total amount delinquent, accrued interest, unpaid principal, actual legal costs including any advances, other expenses incurred including the cost of a BPO, if applicable, inspection fees and accrued late charges. With the exception of inspection fees, regardless of expenses incurred, the Servicer must not charge the Borrower an amount that exceeds the expense limits specified in Exhibit 57A, Approved Attorney Fees and Title Expenses. In addition, the payment must not include reimbursement for costs the Servicer incurred if State law prohibits collection of those costs from the Borrower.

The Servicer must not refuse to accept a full reinstatement if the Borrower offers to pay all amounts due except for the cost of the BPO, inspection fees and accrued late charges. The Servicer may make arrangements with the Borrower to pay the late charges after the Mortgage is reinstated. If the Borrower can pay all arrearages, inspection fees and costs, except for the cost of the BPO, the Servicer is not required to collect the BPO cost from the Borrower or remit the cost of the BPO to Freddie Mac. The Servicer must document the reason for nonremittance of the BPO cost in the file.

The Servicer must collect the cost of the BPO before it can collect any accrued late charges.

9203.5 When to accept partial reinstatement of a Mortgage in foreclosure (03/02/16)

The Servicer must accept partial reinstatement of a Mortgage referred to foreclosure if the following conditions are met.

1. The Borrower submits payment in cash or certified funds of:

   (a) All outstanding legal fees and related expenses, in amounts not to exceed the expense limits specified in Exhibit 57A, Approved Attorney Fees and Title Expenses, and

   (b) An amount equal to, at a minimum, the first payment due under the repayment plan

2. If there is an Escrow account on the Mortgage, the Borrower must enter into a repayment plan with the Servicer that includes an agreement to repay the remaining delinquent interest, principal and escrow (if applicable) and the scheduled monthly payments, in no more than 12 months from the date the Servicer receives the partial reinstatement funds. The repayment plan must be in writing if the plan exceeds three months. If the Mortgage was referred to foreclosure prior to extending the repayment plan, the Borrower must make the first payment under the agreement in order to accept the terms of the plan. If there is no Escrow account on the Mortgage, the Servicer must establish one if the repayment period exceeds three months (unless prohibited by applicable law) and then may extend the repayment period to no more than 18 months without Freddie Mac's approval.

   The plan must state:

   (a) The amount of the partial reinstatement payment

   (b) The total amount to be repaid

   (c) Beginning and end dates of the repayment period

   (d) The exact amount of the repayment plan payment that will be added to the Borrower's regular monthly payment

   (e) That the Borrower must pay all scheduled monthly payments during the period of the repayment plan

   (f) That the Borrower must continue monthly payments according to the terms of the Note at the end of the plan

   (g) The Borrower agrees that the foreclosure proceedings are suspended during the repayment plan and that the Servicer is entitled to recommence foreclosure at the point the foreclosure was suspended if the Borrower defaults on the repayment plan

   Exhibit 93, Evaluation Model Clauses, includes a model repayment plan template and model reinstatement template that the Servicer may combine and amend as necessary to comply with the requirements of this section and applicable law.

3. The Borrower must submit information demonstrating his or her financial ability to make the:

   (a) Partial reinstatement payment

   (b) Repayment plan payments (including the scheduled monthly payment) on a monthly basis

   (c) Monthly payments at the end of the repayment plan

At the end of the repayment plan, the Servicer may make arrangements with the Borrower to collect accrued late charges, inspection fees and the cost of the BPO. However, the payment

must not include reimbursement for costs the Servicer incurred if State law prohibits collection of those costs from the Borrower.

If the Servicer or the Borrower propose a partial reinstatement plan that does not meet Freddie Mac's criteria, but the Servicer believes it will result in the Borrower's reinstatement of the Mortgage, the Servicer must submit the plan on Form 105, Multipurpose Loan Servicing Transmittal, to Freddie Mac **(see Directory 5)** for consideration.

9203.6: Reporting and processing the reinstatement (03/02/16)

Refer to Bulletin 2016-2, which announced revisions to the EDR requirements for repayment plans that may be implemented prior to the mandatory implementation of the June 1, 2016 effective version of this section.

(a) Reporting full reinstatements

The Servicer must notify Freddie Mac when the Servicer accepts a full reinstatement of a Mortgage that has been reported to Freddie Mac as 30 or more days delinquent or in foreclosure in the prior month. The Servicer must submit an EDR transmission within the first three Business Days of the month following the month in which the Servicer accepted the reinstatement funds. The Servicer must report a default action code of 20 and provide the date of the full reinstatement. The Servicer must also discontinue reporting the Mortgage as delinquent in its monthly EDR transmission.

If the Mortgage has previously been reported as inactive, report the reinstatement in the Loan-Level Transaction as required in Section 8303.23.

For additional information about EDR, refer to Section 9102.7.

(b) Processing partial reinstatements

The Servicer must notify Freddie Mac via an EDR transmission within three Business Days of the month following the month that it accepted a partial reinstatement of a Mortgage that has been reported to Freddie Mac as 30 or more days delinquent or a Mortgage in foreclosure. The Servicer must also notify Freddie Mac that the Borrower is on a repayment plan and provide Freddie Mac with the DDLPI. The transaction must include all of the following:

1. Default action code of 20 to indicate a partial reinstatement

2. Default action code of 12 to indicate a repayment plan

3. Date the Servicer entered into a repayment plan with the Borrower

4. DDLPI as calculated after the payment is applied

The Servicer must continue to report the repayment plan action code of 12 for the Mortgage and the DDLPI in its future monthly EDR transmissions, until the Mortgage has been fully reinstated, paid off, a foreclosure sale is held, or a workout completed.

If the Borrower fails to make payments due under the repayment plan, the Servicer must resume foreclosure proceedings and report a default action code of 43 on its EDR transmission.

For additional information about EDR, refer to Section 9102.7.

If the Mortgage has been reported to Freddie Mac as inactive, the Servicer must report the partial reinstatement in the Loan-Level Transaction as required in Section 8303.23.

(c) Processing requirements

If the Servicer accepts a full or partial reinstatement on a Mortgage that is or was in foreclosure, then it must process the transaction as follows:

1. Take all necessary actions to prevent additional foreclosure expenses from being incurred, if applicable

2. Pay any foreclosure expenses that were actually incurred

3. Apply any remaining funds to the Mortgage

4. Return the Note, if appropriate, with a paper copy of the original or electronic or system-generated version of Form 1036, Request for Physical or Constructive Possession of Documents, to the Document Custodian by certified mail. If Freddie Mac's Designated Custodian is holding the Note, submit the Note and any additional documentation, if required, as directed by the Designated Custodian. Seller/Servicers using the Designated Custodian's web-based process will include a copy of the electronically generated 1036 Release Receipt Report when returning such items to the Designated Custodian. See Section 8105.1.

9203.6: Reporting and processing the reinstatement (Future effective date 06/01/16)

(a) Reporting full reinstatements

The Servicer must notify Freddie Mac when the Servicer accepts a full reinstatement of a Mortgage that has been reported to Freddie Mac as 30 days or more delinquent or in foreclosure in the prior month. The Servicer must submit an EDR transmission within the first three Business Days of the month following the month in which the Servicer accepted

the reinstatement funds. The Servicer must report default action code 20 (Reinstatement (Full or Partial)) and provide the date of the full reinstatement. The Servicer must also discontinue reporting the Mortgage as delinquent in its monthly EDR transmission.

If the Mortgage has previously been reported as inactive, report the reinstatement in the Loan-Level Transaction as required in Section 8303.23.

For additional information about EDR, refer to Section 9102.7.

(b) Processing partial reinstatements

The Servicer must notify Freddie Mac via an EDR transmission within three Business Days of the month following the month that it accepted a partial reinstatement of a Mortgage that has been reported to Freddie Mac as 30 days or more delinquent or a Mortgage in foreclosure. The Servicer must also notify Freddie Mac that the Borrower is on a repayment plan. To validate the plan, the Servicer must receive a repayment plan payment and provide Freddie Mac with an advanced DDLPI. The Servicer must include the following activity in the EDR transmission:

1. Default action code 20 to indicate a partial reinstatement

2. Default action code 12 (Repayment Plan) to indicate a repayment plan once the initial repayment plan payment is received. The Servicer must continue reporting this code for each month of the repayment period, except for the last month of the repayment period in which the Mortgage will be fully reinstated.

3. DDLPI as calculated after the payment is applied

4. Default action code 20 in the last month of the repayment period in which the Mortgage will be fully reinstated with receipt of the final payment. Servicers should not report default action code 12 in this month.

The Servicer must continue to report the repayment plan action code 12 for the Mortgage and the DDLPI in its future monthly EDR transmissions, provided the Borrower is in compliance with the terms of the repayment plan, until the Mortgage has been fully reinstated (see above steps one through four), paid off or a workout completed.

If the Borrower fails to make a payment due under the repayment plan, the Servicer must report default action code 43 (Referred to foreclosure (EDI Term: Foreclosure Started)) on its EDR transmission.

For additional information about EDR, refer to Section 9102.7.

If the Mortgage has been reported to Freddie Mac as inactive, the Servicer must report the partial reinstatement in the Loan-Level Transaction as required in Section 8303.23.

(c) Processing requirements

If the Servicer accepts a full or partial reinstatement on a Mortgage that is or was in foreclosure, then it must process the transaction as follows:

1. Take all necessary actions to prevent additional foreclosure expenses from being incurred, if applicable

2. Pay any foreclosure expenses that were actually incurred

3. Apply any remaining funds to the Mortgage

4. Return the Note, if appropriate, with a paper copy of the original or electronic or system-generated version of Form 1036, Request for Physical or Constructive Possession of Documents, to the Document Custodian by certified mail. If Freddie Mac's Designated Custodian is holding the Note, submit the Note and any additional documentation, if required, as directed by the Designated Custodian. Seller/Servicers using the Designated Custodian's web-based process will include a copy of the electronically generated 1036 Release Receipt Report when returning such items to the Designated Custodian. See Section 8105.1.

9203.7: Reimbursement of expenses related to reinstatements (03/02/16)

If State law prohibits collection of incurred expenses from the Borrower, Freddie Mac will reimburse the Servicer for Freddie Mac's proportionate share of any allowable expenses the Servicer incurs. See Exhibit 57A, Approved Attorney Fees and Title Expenses, for details on allowable expenses.

9203.8: What is a repayment plan? (03/02/16)

A repayment plan is an agreement between the Servicer and a Borrower that gives the Borrower a defined period of time to reinstate the Mortgage by paying normal regular payments plus an additional agreed upon amount in repayment of the Delinquency.

9203.9: Repayment plan requirements (03/02/16)

For a Borrower to enter into a repayment plan, the Borrower must be cooperative and have the financial capacity to bring the Mortgage current.

Any repayment plan must:

1. Lead to full reinstatement or payoff at the conclusion of the plan

2. Be in writing if the plan exceeds three months and must specify:

   (a) The total amount to be repaid

   (b) The beginning and end dates of the repayment period

   (c) The exact amount of the repayment plan payment that will be added to the Borrower's regular monthly payment

   (d) That the Borrower must pay all scheduled monthly payments during the period of the repayment plan

   (e) That the Borrower must continue monthly payments according to the terms of the Note at the end of the plan

   (f) That the Borrower agrees that the foreclosure proceedings are suspended during the repayment plan and that the Servicer is entitled to recommence foreclosure at the point the foreclosure was suspended if applicable, if the Borrower defaults on the repayment plan

   Exhibit 93, Evaluation Model Clauses, includes a model repayment plan that a Servicer may use and amend as necessary to comply with the requirements of this section and applicable law.

3. Be sent to the Borrower. The document does not have to be signed by the Borrower or returned to the Servicer as a condition of the repayment plan. However, the Borrower must make the first payment due if the Mortgage is in foreclosure at the time the repayment plan offer is extended in order to accept the terms of the plan. The repayment agreement must then contain a stipulation that the Servicer is entitled to recommence foreclosure at the point the foreclosure was suspended if the Borrower defaults on the repayment plan, unless otherwise prohibited by applicable law.

   The Servicer must keep as part of the Mortgage file:

   (a) The repayment plan (do not send Freddie Mac a copy)

   (b) The specifics of the repayment plan and the date the Servicer negotiated it with the Borrower

   (c) When the Servicer sent it to the Borrower, if the plan exceeds three months

   (d) The reason the Servicer agreed to the repayment plan

4. Have a term greater than one month and less than or equal to 12 months, unless a greater term is approved by Freddie Mac in writing or otherwise permitted in Section 9203.10 for repayment of delinquent taxes.

The repayment plan may include any accrued late charges due from the Borrower at the time the Servicer entered into the repayment plan with the Borrower. However, if the Borrower is paying as stipulated in the agreement, the Servicer must not accrue or collect late charges from the Borrower during the repayment plan. If the Borrower defaults on the terms of the repayment plan, late charge accrual may recommence from the date the Borrower defaulted on the plan.

9203.10: Servicer approval authority for repayment plans (03/02/16)

The Servicer must obtain Freddie Mac's approval for a repayment plan that exceeds 12 months in duration unless the repayment plan includes the repayment of delinquent taxes. To obtain Freddie Mac's approval, the Servicer must submit the following to Freddie Mac **(see Directory 5)**:

1. Form 105, Multipurpose Loan Servicing Transmittal

2. The complete Borrower Response Package (see Section 9102.5 for a description of the Borrower Response Package)

The Servicer may approve a repayment plan that has a term greater than one month and less than or equal to 12 months without obtaining Freddie Mac's approval. In addition, if there is no Escrow account on the Mortgage for taxes, and taxes are not current or the Borrower has not entered into a repayment plan with the taxing jurisdiction, then the Servicer may approve a repayment plan of up to 18 months under the following conditions:

1. The Servicer must pay the delinquent taxes, and

2. The Servicer must set up an Escrow account for future taxes if the repayment period exceeds three months. In this case only, the Servicer may extend the repayment period to no more than 18 months.

The Servicer must document its reasons for approving a repayment plan in the Mortgage file.

9203.11: Reporting repayment plans (03/02/16)

Refer to Bulletin 2016-2, which announced revisions to the EDR requirements for repayment plans that may be implemented prior to the mandatory implementation of the June 1, 2016 effective version of this section.

In accordance with Section 9102.7, the Servicer must notify Freddie Mac via an EDR transmission within the first three Business Days of the month following the month that it entered into a repayment plan with a Borrower.

The Servicer must report a default action code of 12 and provide the date the Servicer entered into a repayment plan with the Borrower. This date is the date on which the Servicer and the Borrower verbally negotiate and agree to the repayment amount and schedule of payments.

The Servicer must continue to report that the Borrower is in a repayment plan until the Borrower has fully reinstated the Mortgage or the Borrower defaults on the repayment plan.

For additional information about EDR, refer to Section 9102.7.

9203.11: Reporting repayment plans (Future effective date 06/01/16)

In accordance with Section 9102.7, the Servicer must notify Freddie Mac via an EDR transmission with specific repayment plan activity after the Servicer has entered into a repayment plan with a Borrower. To validate the repayment plan, the Servicer must receive a repayment plan payment. Upon receipt of payment, the Servicer must notify Freddie Mac that the Borrower is on a repayment plan and provide Freddie Mac with an advanced Due Date of Last Paid Installment (DDLPI).

The Servicer must report:

- Default action code 12 (Repayment Plan) once the initial repayment plan payment is received. The Servicer must continue reporting this code for each month of the repayment period, except for the last month of the repayment period in which the Mortgage will be fully reinstated.

- Default action code 20 (Reinstatement (Full or Partial)) in the last month of the repayment period in which the Mortgage will be fully reinstated with receipt of the final payment. Servicers should not report default action code 12 in this last month.

The Servicer must continue to report that the Borrower is in a repayment plan until the Borrower has fully reinstated the Mortgage or the Borrower defaults on the repayment plan.

If the Borrower fails to make a payment due under the repayment plan, the Servicer must discontinue reporting default action code 12. The Servicer must report default action code 43 (Referred to foreclosure (EDI Term: Foreclosure Started)) on its EDR transmission.

For additional information about EDR, refer to Section 9102.7.

9203.12: What is short-term forbearance? (03/02/16)

Short-term forbearance is a written agreement sent by the Servicer to the Borrower that reflects the terms of the forbearance plan to:

1. Suspend payments for a period not to exceed three months, or

2. Reduce payments for a period not to exceed six months

Exhibit 93, Evaluation Model Clauses, includes short-term forbearance agreements that a Servicer may use, but must amend, as necessary to comply with the requirements of this section and applicable law.

At the end of the short-term forbearance period, the Borrower must cure the Delinquency through a full reinstatement, payment in full, a repayment plan or a loan modification or pay off the Mortgage through a short sale or deed-in-lieu of foreclosure. A loan modification is a type of workout option that enables the Borrower to retain homeownership (see Section 9201.6). If the Borrower can no longer afford to retain the property, the Servicer must pursue a workout option to liquidate the Borrower's interest in the property (see Section 9201.6), such as a short sale, deed-in-lieu of foreclosure or a workout Mortgage assumption.

Refer to Chapter 9203 for requirements on reinstatements and relief options and to Chapters 9205 through 9210 for requirements on workout options.

The Servicer must consider a Borrower whose hardship is unemployment for unemployment forbearance in accordance with Sections 9203.22 through 9203.24.

Refer to Chapter 8404 for additional requirements for Borrowers and Mortgages secured by properties affected by a disaster.

9203.13: Borrower requirements for short-term forbearance (03/02/16)

The Borrower may be either current or delinquent in his or her Mortgage, must be cooperative and have an eligible hardship. Additionally, a Servicer may extend short-term forbearance based on the Borrower's individual circumstances in cases where the property is under contract to be sold, marketable title to the property can be conveyed to the purchaser and the Mortgage will be paid in full within 30 days.

9203.14: Short-term forbearance requirements (03/02/16)

The short-term forbearance agreement:

1. Must be in writing

2. Must lead to full reinstatement or payoff of the Mortgage at the conclusion of the plan. This can be done by either converting the short-term forbearance into a repayment plan or evaluating the Borrower for a workout option.

3. May include any accrued late charges due from the Borrower at the time the Servicer entered into the short-term forbearance agreement with the Borrower. The Servicer must not accrue or collect late charges from the Borrower during the short-term forbearance period, or any subsequent repayment plan period, if the Borrower is paying as stipulated in the applicable agreement. If the Borrower defaults on the terms of the forbearance agreement, late charge accrual may recommence from the date the Borrower defaulted on the agreement.

9203.15: Servicer approval authority for short-term forbearance (03/02/16)

The Servicer may approve a short-term forbearance pursuant to Sections 9203.13 through 9203.16 without obtaining Freddie Mac's approval. The Servicer must document its reasons for approving a short-term forbearance in the Mortgage file.

In the event Freddie Mac participated in evaluating a Borrower for a short-term forbearance and Freddie Mac denied the request, the Servicer must refer to Section 1301.2(h) for more information on adverse action notices that must be provided to the Borrower on behalf of Freddie Mac under certain limited circumstances.

9203.16: Reporting short-term forbearance plans (03/02/16)

The Servicer must notify Freddie Mac via an EDR transmission within the first three Business Days of the month following the month that the Servicer and a Borrower entered into a short-term forbearance plan. The Servicer must report a default action code of 09 and provide the date the Servicer entered into a forbearance plan with the Borrower. The Servicer must continue to report that the Borrower is in a short-term forbearance plan, until the Borrower has fully reinstated the Mortgage or the plan ends.

For addition information about EDR, refer to Section 9102.7.

9203.17: What is long-term forbearance? (03/02/16)

Long-term forbearance is a written agreement between the Servicer and the Borrower (or estate) to reduce or suspend monthly payments for a period of six to 12 months from the date of the agreement, when one or more of the following conditions exist:

1. The property or the Borrower's place of employment has been damaged by a natural or man-made disaster

2. A lawsuit that may jeopardize Freddie Mac's lien position is pending

3. The Borrower is deceased and the estate is in probate

4. The Borrower is experiencing a hardship due to the long-term or permanent disability or serious illness of a Borrower/co-Borrower or dependent family member

Refer to Chapter 9401, Adverse Matters, for additional requirements for Servicing properties affected by disaster or subject to litigation.

Refer to Chapter 8404, Servicing Mortgages Impacted by a Disaster, for additional requirements for Borrowers and Mortgages secured by properties affected by a disaster.

The Servicer must consider a Borrower whose hardship is unemployment for unemployment forbearance in accordance with Sections 9203.22 through 9203.24.

9203.18: Borrower requirements for long-term forbearance (03/02/16)

To be eligible for a long-term forbearance, the Borrower must:

1. Be cooperative

2. Submit a complete Borrower Response Package, that includes documentation supporting one of the hardships required in Section 9203.17. If all of the Borrowers are deceased and the estate is in probate, the Servicer need only obtain a copy of the death certificate(s) or obituary or newspaper article reporting the death. See Section 9102.5(c) for a description of a complete Borrower Response Package. See Chapter 9101 for requirements pertaining to the submission of the First Complete Borrower Response Package (applicable to Mortgages secured by Primary Residences).

If the property has been damaged, the Borrower must be unable to reside in the property until it is repaired, and also be unable to make the payments for temporary housing and the monthly payments on the Mortgage while the property is being repaired, if applicable.

9203.19: Long-term forbearance requirements (03/02/16)

The Servicer must negotiate the terms of the long-term forbearance agreement with the Borrower. The long-term forbearance agreement:

1. Must be in writing. The document does not have to be signed by the Borrower or returned to the Servicer as a condition of the forbearance plan.

2. Must state that at the end of the long-term forbearance period, the Borrower must cure the Delinquency through a full reinstatement, payment in full, a repayment plan or a workout option. A loan modification is a workout option that enables the Borrower to retain homeownership. If the Borrower can no longer afford to retain the property, a workout option to liquidate the Borrower's interest in the property such as a short sale, deed-in-lieu of foreclosure or workout Mortgage assumption should be pursued.

   Refer to Chapter 9203 for requirements on reinstatements and relief options and to Chapters 9204 through 9210 for requirements on workout options.

3. Must state that foreclosure proceedings are suspended during the forbearance period and the Servicer is entitled to recommence foreclosure at the point the foreclosure was suspended if the Borrower defaults on the forbearance plan, unless otherwise prohibited by applicable law.

4. May include any accrued late charges due from the Borrower at the time the Servicer entered into the long-term forbearance agreement with the Borrower. The Servicer must not accrue or collect late charges from the Borrower during the long-term forbearance period or any subsequent repayment plan period, if the Borrower is paying as stipulated in the applicable agreement. If the Borrower defaults on the terms of the forbearance agreement, late charge accrual may recommence from the date the Borrower defaulted on the agreement.

Exhibit 93, Evaluation Model Clauses, includes a long-term forbearance agreement that a Servicer may use, but must amend, as necessary to comply with the requirements of this section and applicable law.

If at the end of the forbearance term, the Borrower cannot start to repay the Mortgage, the Servicer may consider a workout option and/or initiate foreclosure.

9203.20: Servicer approval authority for long-term forbearance (03/02/16)

The Servicer must obtain Freddie Mac's written approval to enter into a long-term forbearance agreement with a Borrower.

The Servicer must submit the following information to Freddie Mac **(see Directory 5)** to obtain approval:

1. Form 105, Multipurpose Loan Servicing Transmittal, with the long-term forbearance plan details

2. Complete Borrower Response Package that includes the documentation supporting one of the hardships required in Section 9203.17 (see Section 9201.5 for a description of the Borrower Response Package)

In the event Freddie Mac participated in evaluating a Borrower for a long-term forbearance and Freddie Mac denied the request, the Servicer must refer to Section 1301.2(h) for more information on adverse action notices that must be provided to the Borrower on behalf of Freddie Mac under certain limited circumstances.

9203.21: Reporting long-term forbearance plans (03/02/16)

The Servicer must notify Freddie Mac via an EDR transmission within the first three Business Days of the month following the month that the Servicer and a Borrower entered into a long-term forbearance plan. The Servicer must use a default action code of 09 and provide the date the Servicer entered into a forbearance plan with the Borrower. The Servicer must continue to report that the Borrower is in a long-term forbearance plan, until the Borrower has fully reinstated the Mortgage or the plan ends.

If, at the end of the forbearance plan, the Servicer enters into a repayment plan with the Borrower as specified in Section 9203.19, the Servicer must report the repayment plan via EDR according to Section 9203.11.

For additional information about EDR, refer to Section 9102.7.

9203.22: Unemployment forbearance (03/02/16)

(a) Overview

If the Borrower has a hardship due to unemployment, the Servicer must first consider the Borrower for short-term unemployment forbearance in accordance with this section and Section 9203.23 prior to pursuing other alternatives to foreclosure. Short-term unemployment forbearance provides mortgage payment relief for a period of six months or until the Servicer receives notification of re-employment, whichever occurs first. However, short-term unemployment forbearance may be offered only if the Mortgage Delinquency does not exceed 12 months of the Borrower's contractual monthly mortgage payment, including taxes and insurance if the Servicer is collecting Escrows for such expenses. The Servicer may

either suspend monthly payments or require a reduced monthly payment during the period of short-term unemployment forbearance.

If the Borrower remains unemployed at the end of the short-term unemployment forbearance period, the Servicer must determine if the Borrower is eligible for extended unemployment forbearance in accordance with this section and Section 9203.24. Extended unemployment forbearance provides mortgage payment relief for up to an additional six months. However, extended unemployment forbearance may not extend beyond a term that would cause the Delinquency to exceed 12 months of the Borrower's contractual monthly Mortgage payment, including taxes and insurance if the Servicer is collecting Escrows for such expenses.

If an eligible Borrower is offered and declines an unemployment forbearance plan, such Borrower is ineligible for short-term forbearance pursuant to Sections 9203.13 through 9203.16. However, such Borrower must be evaluated for other alternatives to foreclosure under the Guide.

If the Borrower regains employment or is otherwise ineligible for extended unemployment forbearance, the Borrower must cure the Delinquency through a full reinstatement, payoff or a repayment plan. If unable to do so, the Borrower must be considered for another workout option in accordance with the evaluation hierarchy outlined in Section 9201.2.

(b) General requirements

1. Documenting the terms of the unemployment forbearance plan

The Servicer must document the terms of the unemployment forbearance plan with the Borrower.

The unemployment forbearance plan:

- Must be in writing; the Servicer may amend the Borrower Evaluation Notice provided in Exhibit 93, Evaluation Model Clauses, as necessary to comply with the requirements of this section
- Must indicate the duration of the unemployment forbearance, including the effective date, the due date of the first payment and the amount of such payment (if applicable) and the expiration date of the unemployment forbearance plan
- Must state that the unemployment forbearance plan will terminate earlier upon the Borrower's re-employment
- Must require the Borrower to provide updates of his or her employment status during the unemployment forbearance period, including immediate notification of re-employment
- Must contain a brief explanation regarding what will occur when the Borrower becomes re-employed or when the unemployment forbearance plan expires

- Must state that Borrowers in a permanent modification under the Home Affordable Modification Program (HAMP®) will be ineligible for "Pay for Performance" incentives, including accrued but unearned incentives, if the Borrower loses good standing. (Refer to Section 9205.12 for additional information.)

- Must indicate that a re-evaluation of eligibility and/or forbearance terms may be conducted if there is a material change in the Borrower's financial circumstance

- Must state that the Servicer will cancel the unemployment forbearance plan and initiate or resume foreclosure in accordance with the requirements of Chapter 9301, if the Borrower defaults on the terms of the unemployment forbearance plan

The Servicer must have written policies and procedures relating to forbearance plans addressing the following terms, including:

- How a Borrower's re-employment status will be determined

- When a Trial Period Plan should be cancelled (HAMP or non-HAMP)

- When a short-term unemployment forbearance plan requires a payment or suspension and how any payment amount is determined

- The decision-making process, including application of discretion or business judgment, as provided in Sections 9203.22 through 9203.24

The Servicer must consistently apply all policies and procedures relating to forbearance plans.

2. Reduced payments under an unemployment forbearance plan

If a monthly payment is required under the terms of an unemployment forbearance plan:

- Such payment must be less than the Borrower's contractual Mortgage payment due under the Note or Modification Agreement, if applicable (including taxes and insurance if the Servicer is collecting Escrows for such expenses)

- The Servicer must receive such payment from the Borrower on or before the last day of the month in which it is due. If the Borrower fails to make timely unemployment forbearance payments, the unemployment forbearance plan must be cancelled unless there are mitigating circumstances that caused the payment to be late.

If the Borrower fails to make timely payments and there are no mitigating circumstances, he or she must be considered for other alternatives to foreclosure. The Servicer must use good business judgment to determine whether unemployment forbearance payments were received timely or if mitigating circumstances (such as a further reduction in income) caused the payment to be late. Exceptions must be documented and retained in the Mortgage file.

3. Termination of forbearance plan

The unemployment forbearance plan must be terminated under any of the following circumstances:

- Any of the eligibility criteria set forth in Section 9203.23 for short-term unemployment forbearance, or Section 9203.24 for extended unemployment forbearance, are no longer applicable
- The Borrower vacates or abandons the Mortgaged Premises
- The Mortgaged Premises is condemned, or
- The Borrower advises the Servicer that he or she is no longer actively seeking employment

4. Late fees

Late charges may accrue while the Servicer is determining Borrower eligibility for a forbearance plan. However, the Servicer must not accrue or collect late charges from the Borrower during the unemployment forbearance period or any subsequent repayment plan period as applicable, if the Borrower is paying as stipulated in the respective agreement. If the Borrower defaults on the terms of the unemployment forbearance agreement, late charge accrual and assessment may recommence. All accrued and unpaid late charges must be waived in the event the Mortgage is modified as described under Chapters 9205 and 9206.

5. Mortgages subject to recourse

For Mortgages subject to recourse including, but not limited to indemnification, Servicers are strongly encouraged, but not required, to consider eligible Borrowers for an unemployment forbearance plan. Entering into an agreement with a Borrower for unemployment forbearance (whether approved by Freddie Mac or the Servicer) does not waive, delete or mitigate the requirements set forth in the Servicer's Purchase Documents and any other documents containing recourse obligations, and such recourse obligations will remain in full force and effect.

6. Borrowers in a Trial Period Plan

If a Borrower in a Trial Period Plan under the Freddie Mac Standard Modification or HAMP becomes unemployed, the Servicer must not require the Borrower to convert from the Trial Period Plan to an unemployment forbearance plan. However, if an unemployed Borrower contacts the Servicer and requests assistance, the Servicer must evaluate the Borrower for unemployment forbearance relief in accordance with the requirements of Sections 9203.22 through 9203.24.

7. HAMP incentives

No incentives will accrue or be paid to the Borrower during the unemployment forbearance period if the Borrower was in a HAMP Trial Period Plan prior to entering into an unemployment forbearance plan with the Servicer. If the Borrower is eligible for another HAMP Trial Period Plan at the end of the unemployment forbearance period, "Pay for Performance" incentives will be based on the new HAMP Trial Period Plan Effective Date. A Borrower will continue to accrue and earn incentives on a Mortgage modified under HAMP during the unemployment forbearance period provided that the Borrower does not lose good standing. (Refer to Section 9205.12 for additional information on the payment of HAMP incentives.)

8. Reporting unemployment forbearance plans

The Servicer must notify Freddie Mac via an EDR transmission within the first three Business Days of the month following the month that the Servicer and the Borrower entered into an unemployment forbearance plan (short-term or extended). The Servicer must report default action code 09 (forbearance plan) and default reason code 016 (unemployment) and provide the date the Borrower entered into an unemployment forbearance plan. The Servicer must also continue to report these codes for each month in which the unemployment forbearance plan is in effect. Once the Borrower has fully reinstated the Mortgage or the unemployment forbearance plan ends, the Servicer can discontinue reporting these codes. Even if there are multiple reasons for the Borrower's default, including unemployment, the Servicer must utilize default reason code 016 (unemployment) in lieu of any other default reason code.

If the Borrower is currently in a HAMP Trial Period and enters into an unemployment forbearance plan, the Servicer must cancel the HAMP Trial Period Plan with Fannie Mae in its capacity as program administrator for Treasury.

9. Credit reporting

Servicers must continue to report a "full-file" status to the four major credit repositories for each Mortgage in a forbearance plan in accordance with the Fair Credit Reporting Act and credit bureau standards as provided by the Consumer Data Industry Association.

10. Adverse action notices

In the event Freddie Mac participated in evaluating a Borrower for unemployment forbearance and Freddie Mac denied the request, the Servicer must refer to Section 1301.2(h) for more information on adverse action notices that must be provided to the Borrower on behalf of Freddie Mac under certain limited circumstances.

9203.23: Short-term unemployment forbearance (03/02/16)

(a) Eligibility criteria

To be eligible for short-term unemployment forbearance, the Borrower:

- Must have a financial hardship due to unemployment
- May be either current or less than or equal to 12 months delinquent on the contractual monthly mortgage payment as of the evaluation date, including taxes and insurance if the Servicer is collecting Escrows for those expenses
- Must occupy the property as his or her Primary Residence

(b) Ineligible Mortgages

The following Mortgages are ineligible for short-term unemployment forbearance:

- Mortgages secured by properties that are vacant, condemned, or abandoned
- Mortgages secured by second homes and non-owner occupied properties (i.e., Investment Properties)

(c) Servicer evaluation and Borrower documentation

The Servicer must evaluate an eligible Borrower for short-term unemployment forbearance once the Borrower notifies the Servicer that the Borrower is experiencing a financial hardship due to unemployment.

If the Borrower submitted a Borrower Response Package as a result of the Servicer solicitation, the Servicer must review the Borrower Response Package and evaluate the Borrower consistent with the Borrower evaluation requirements provided in Section 9102.5(c)(5) and Section 9101.3, and provide a written plan (i.e., Borrower Evaluation Notice) in accordance with the requirements in Section 9203.22. Additionally, regardless of whether or not the Servicer has received a Borrower Response Package, the Servicer must comply with all evaluation and notice requirements set forth in Section 9102.5(c)(5), including communicating the decision by sending an eligible Borrower a written forbearance plan (i.e., Borrower Evaluation Notice) in accordance with the requirements in Section 9203.22 within five days of an evaluation decision but no later than 30 days following receipt of the complete Borrower Response Package, if received.

(d) Term

The Borrower, if eligible, must be offered short-term unemployment forbearance for a period of six months. However, the short-term unemployment forbearance plan must be terminated if any of the circumstances provided in Section 9203.22(b)(3) become applicable.

(e) Payments

The Servicer may either suspend monthly payments or require a reduced monthly payment during the period of forbearance. If a reduced payment is required, refer to Section 9203.22(b)(2) for further requirements regarding such reduced payment.

(f) Transition from short-term forbearance

The Servicer must contact the Borrower to determine his or her unemployment status between 120 and 135 days after the effective date of the short-term unemployment forbearance plan.

If a Borrower Response Package was not obtained at the time of the short-term unemployment forbearance review, the Servicer must send a Borrower Solicitation Package to the Borrower upon notification of re-employment or by day 125 after the effective date of the short-term unemployment forbearance plan, whichever occurs first. If the 125th day after the effective date of the unemployment forbearance plan falls on a non-Business Day, the Servicer may send the package on the next Business Day.

After sending the Borrower Solicitation Package, the Servicer must conduct follow-up calls starting the next day and continue at least every third day in accordance with the Borrower contact requirements outlined in Section 9102.4. If the day on which a Servicer is required to call a Borrower is a non-Business Day, and the Servicer is not open on such day to conduct loss mitigation and collection activities, the Servicer may call the Borrower on the next Business Day.

If the Borrower is still unemployed during the final month of the short-term unemployment forbearance plan, the Servicer must determine if the Borrower is eligible for an extension of unemployment forbearance, and if so, obtain the documentation required in Section 9203.24(f) to evaluate the Borrower for extended unemployment forbearance.

If the Borrower regains employment or is otherwise ineligible for an extended unemployment forbearance plan, the Borrower must cure the Delinquency through a full reinstatement, payoff or a repayment plan. If unable to do so, the Borrower must be considered for another workout option in accordance with the evaluation hierarchy outlined in Section 9201.2.

(g) Approval authority

Freddie Mac Servicers may approve short-term unemployment forbearance without obtaining Freddie Mac's approval. The Servicer must document the Mortgage file with its reasons for approving a short-term unemployment forbearance plan.

9203.24: Extended unemployment forbearance (03/02/16)

If the Borrower is still unemployed in the final month of the short-term unemployment forbearance period, the Servicer must evaluate the Borrower for an extension of unemployment forbearance in accordance with the requirements of this section.

(a) Eligibility criteria

To be eligible for extended unemployment forbearance, the Borrower must:

- Have a financial hardship due to unemployment
- Occupy the property as his or her Primary Residence
- Have complied with the terms of the current forbearance plan unless the Servicer has determined that there are mitigating circumstances (for example, mitigating circumstances that caused a payment to be late)
- Have cash reserves of less than or equal to 12 months of monthly housing expense, as defined below
- Have a current monthly housing expense-to-income ratio (excluding unemployment benefits) greater than 31%. The monthly housing expense is comprised of: principal and interest, monthly Escrows for taxes, property insurance and flood insurance (or pro rata amounts for these expenses if not escrowed), Borrower paid Mortgage insurance premium, any Escrow shortage payments on the existing Mortgage, monthly homeowners association dues, Condominium Unit or cooperative unit maintenance fees, and ground rent, as applicable

(b) Ineligible Mortgages

The following Mortgages are ineligible for extended unemployment forbearance:

- Mortgages secured by properties that are vacant, condemned, or abandoned
- Mortgages secured by second homes or non-owner occupied properties (i.e., Investment Properties)

(c) Borrower documentation

If a Borrower Response Package was not collected at the time of the initial short-term unemployment forbearance review, the Servicer must send a Borrower Solicitation Package by day 125 after the effective date of the short-term unemployment forbearance plan. The Servicer must provide a date by which the Borrower must return the complete Borrower Response Package.

If the Borrower submitted a complete Borrower Response Package at the time of the short-term unemployment forbearance review, the Servicer is only required to update the income and asset information that the Borrower provided on the original Form 710, Uniform Borrower Assistance Form. For purposes of completing a review of the Borrower for extended unemployment forbearance, the Servicer may update the income and asset information on Form 710 based upon verbal information obtained from the Borrower and must document the Mortgage file with the updated information.

Regardless of whether the Servicer is evaluating the Borrower based on a new Borrower Response Package or updated verbal information, the Servicer must comply with all evaluation and notice requirements set forth in Section 9102.5(c)(5) and Section 9101.3, including sending the Borrower a written forbearance plan (i.e., Borrower Evaluation Notice) in accordance with the requirements in Section 9203.22.

(d) Term

The Borrower may be eligible for up to six additional months of extended unemployment forbearance; however, unemployment forbearance may not be extended beyond a date that would cause the Delinquency to exceed 12 months of the Borrower's contractual monthly Mortgage payment, including taxes and insurance if the Servicer is collecting Escrows for those expenses. In addition, the extended unemployment forbearance plan must be terminated if any of the circumstances provided in Section 9203.22(b)(3) become applicable.

(e) Payments

If the Servicer has approved a Borrower for an extended unemployment forbearance plan, the Borrower will be required to make a payment that is equal to 31% of the Borrower's gross monthly income (not including unemployment benefits) or the current payment due under the existing forbearance agreement, whichever is greater. See also Section 9203.22(b)(2) for additional requirements regarding reduced payments under the plan.

(f) Borrower evaluation

Prior to the end of the short-term unemployment forbearance plan, the Servicer must determine the Borrower's employment status and evaluate the Borrower's eligibility for extended unemployment forbearance as described below.

- If the Borrower has regained employment or is otherwise ineligible for an extended unemployment forbearance plan, the Borrower must cure the Delinquency through a full reinstatement, payoff or a repayment plan. If unable to do so, the Borrower must be considered for another workout option in accordance with the evaluation hierarchy outlined in Section 9201.2.

- If the Borrower is still unemployed, the Servicer must verify that the Borrower meets all other eligibility requirements of Section 9203.24(a) using a complete Borrower Response Package as required under Section 9203.24(e).

If an eligible Borrower is offered and declines an extended unemployment forbearance plan, such Borrower must be evaluated for other alternatives to foreclosure under the Guide.

(g) Transition from extended unemployment forbearance

The Servicer must contact the Borrower monthly during the extended unemployment forbearance period to assess the Borrower's continued eligibility for unemployment forbearance.

Prior to the expiration date of the extended unemployment forbearance plan, or upon Borrower notification of re-employment, whichever comes first, the Servicer must evaluate the Borrower for another foreclosure prevention alternative in accordance with the evaluation hierarchy in Section 9201.2.

(h) Approval authority

Freddie Mac Servicers may approve extended unemployment forbearance without obtaining Freddie Mac's approval. The Servicer must document in the Mortgage file its reasons for approving an extended unemployment forbearance plan.

Chapter 9204: Freddie Mac Workout Options

9204.1: Freddie Mac workout options (03/02/16)

Servicers must evaluate Borrowers in accordance with the Freddie Mac loss mitigation evaluation hierarchy set forth in Section 9201.2. The evaluation hierarchy states the order in which a Servicer is to evaluate a Borrower for Freddie Mac's available workout options which include mortgage modifications, workout mortgage assumptions, short sales, deeds-in-lieu of foreclosure and charge-offs.

If a Borrower's situation does not meet all the requirements for a particular workout option, but the Servicer believes that the workout option is still the best solution to the Delinquency, then the Servicer may submit a recommendation and rationale for the recommendation to Freddie Mac for review, in accordance with the submission procedures in this chapter.

9204.2: Servicer approval authority for workouts (03/02/16)

Freddie Mac Servicers are delegated to approve the following:

- A Freddie Mac Standard Modification, which is a modification that meets the requirements of Section 9206.2 and Sections 9206.5 through 9206.18, in accordance with the requirements of the Guide or other Purchase Documents. Refer to Sections 1301.2(h) and 9206.5 for additional information about delegated authority and adverse action notice requirements.

- A Freddie Mac Streamlined Modification that meets the requirements of Section 9206.3

- A Capitalization and Extension Modification for Disaster Relief that meets the requirements of Section 9206.4

- A Freddie Mac Standard Short Sale ("short sale"), including the Streamlined Short Sale, that meets the requirements of Sections 9208.1 through 9208.8. All other short sales must be submitted to Freddie Mac for review and approval.

- A Freddie Mac Standard Deed-in-Lieu of Foreclosure ("deed-in-lieu of foreclosure"), including the Streamlined Deed-in-Lieu of Foreclosure, that meets the requirements of Sections 9209.2 through 9209.8. All other deeds-in-lieu of foreclosure must be submitted to Freddie Mac for review and approval.

For all other workouts in the Guide, the Servicer must submit its recommendation for a workout to Freddie Mac **(see Directory 5)** for review. Additionally, if the Mortgage is an FHA, VA or RHS Mortgage, the Servicer must obtain approval from the FHA, RHS, or VA, if applicable. The

Servicer must also obtain any necessary approvals from the MI for any workout on a Mortgage with mortgage insurance.

9204.3: Freddie Mac's rights related to workout options (03/02/16)

Freddie Mac's approval or settlement of a workout does not limit its right to review the Mortgage file and invoke its remedies under the Guide. If Freddie Mac's review of the Mortgage file discloses any failure to comply with the Guide or any other Purchase Documents, Freddie Mac has the right to require the Servicer to:

1. Compensate Freddie Mac and hold it harmless for any loss, damage or expense (including court costs, attorney fees and incentive payments) that Freddie Mac sustains

2. Repurchase Freddie Mac's interest in the Mortgage at any time under any of the circumstances outlined in Sections 3602.1 and 3602.2

9204.4: Steps for processing a workout recommendation (03/02/16)

The following are the required steps for completing a workout:

- The Servicer must collect and analyze the required documentation and information in accordance with this chapter and Chapter 9202

- If the Servicer does not have delegated authority to approve the workout, the Servicer must submit the required documentation and its recommendation to Freddie Mac for review. Freddie Mac will review the documentation and the Servicer's recommendation and advise the Servicer of its decision. The Servicer must ensure that all approval conditions are met.

- If the Servicer does have delegated authority to approve the workout, the Servicer must evaluate the Borrower and process the workout in accordance with the Guide and other Purchase Documents

- The Servicer must perform all activities required for closing a workout within Freddie Mac's required time frames

Closing a workout is the process to complete a workout transaction. Closing includes a settlement transaction (if applicable), recording any required documents with the appropriate government jurisdiction, timely and accurately reporting the transaction to Freddie Mac, remitting all funds collected as part of the workout to Freddie Mac, and ensuring that Freddie Mac receives the Servicer's request for reimbursement of any allowable expenses within 30 days of the settlement date.

In addition to the steps described above, the Servicer must comply with the following requirements when submitting a workout solution via Workout Prospector® for approval and closing in Freddie Mac's systems, regardless of whether the workout was approved under the Servicer's delegated authority or approved by Freddie Mac through the exception process.

(a) Accuracy of data

Workout Prospector requires the submission of specific data elements in order to return a suggested workout solution. The Servicer represents and warrants that all data input into Workout Prospector is true, complete and accurately entered into the system.

(b) Delegation of authority to the Servicer

The Servicer may not deem Freddie Mac to have reviewed the terms of any approved workout solution for compliance with the Servicer's obligations under the Guide or other Purchase Documents or to have approved any workout or their terms based on the Servicer's use of Workout Prospector including, without limitation:

- Workout Prospector's generation of terms for any retention or liquidation solution,
- Freddie Mac's settlement in its systems of any retention or liquidation solution entered into by the Servicer under its delegated authority or expanded delegated authority in accordance with a Freddie Mac approval of an exception, or
- Freddie Mac's notification that the modification or liquidation transaction has been processed in Freddie Mac's systems via the Loan Modifications processed report or the Charge Off processed report, respectively

(c) Use of Servicer proprietary system

The Servicer may use a proprietary system or a third-party system to generate the terms of a Freddie Mac retention or liquidation option; however, Freddie Mac data also must be entered in its entirety into Workout Prospector. When relying on a proprietary or a third-party system, Servicers must ensure that the results comply with the underwriting requirements of this chapter, and are the same as the results reflected in Workout Prospector prior to sending the appropriate Borrower Evaluation Notice or modification agreement, if applicable, to the Borrower. If the results reflected in Workout Prospector are different than the Servicer's results, the Servicer must update the data in Workout Prospector to ensure that it matches the terms of the retention or liquidation solution, which, in turn must accurately reflect the underwriting requirements of this chapter, prior to sending the appropriate Borrower Evaluation Notice or modification agreement, if applicable, to the Borrower.

9204.5: Borrower Documentation for workout options (03/02/16)

Generally, all Borrowers must submit a complete Borrower Response Package in order to be considered for a workout option under this chapter, unless otherwise specified. Section 9102.5 describes the contents of a Borrower Response Package.

9204.6: Servicer compensation for alternatives to foreclosure (03/02/16)

Servicers are eligible to receive compensation for completing certain alternatives to foreclosure. These amounts are incentives and are not considered to be base servicing compensation. Freddie Mac may change these incentive payments at any time.

(a) Compensation for settled workouts and successful repayment plans

For eligible settled workouts and successful repayment plans, the Servicer will be compensated as follows:

Workout/ Relief Type	Incentive Amount	Comments
Freddie Mac Standard Modification, Freddie Mac Streamlined Modification and Capitalization and Extension Modification for Disaster Relief	**$1,600** Mortgages that were current or less than or equal to 120 days delinquent at the time of the Trial Period Plan Effective Date	Incentive amount is based on the Borrower's Delinquency at the time of the Trial Period Plan Effective Date. Payment of incentive is contingent upon the modification settlement occurring within two months of the Trial Period end date and compliance with all eligibility, underwriting, documentation, closing and reporting requirements in Chapter 9206. Servicers will not receive an incentive if the Mortgage has been modified more than three times. Note: In the event the Servicer chooses to use an interim month following the Trial Period, the Trial Period end date is the last day of the month prior to that interim month; otherwise, the Trial Period end date is the last day of the month prior to the month in which the first modified payment is due.
	$1,200 Mortgages that were 121 to 210 days delinquent at the time of the Trial Period Plan Effective Date	
	$400 Mortgages that were greater than 210 days delinquent at the time of the Trial Period Plan Effective Date	

Workout/ Relief Type	Incentive Amount	Comments
Freddie Mac Standard Short Sale and Make-Whole Preforeclosure Sales	**$2,200**	
Freddie Mac Standard Deed-in-Lieu of Foreclosure ("DIL")	**$1,500**	
Repayment Plans	**$500**	To qualify for the repayment plan incentive, the following conditions must be met: ■ The Mortgage was 60 or more days delinquent at the time the Borrower entered into the repayment plan ■ The Borrower completely reinstated or paid off the Mortgage ■ The Servicer reported the repayment plan to Freddie Mac via EDR as specified in Section 9203.11

Refer to Section 9205.12 for Servicer compensation related to workout activities completed under the Home Affordable Modification Program.

The Servicer is not eligible to receive compensation if:

- The Mortgage was sold to Freddie Mac with recourse
- The Mortgage is insured by the FHA
- The Mortgage is guaranteed by the VA or RHS
- The Mortgage is subject to indemnification

(b) Paying compensation

Servicers may elect to receive these funds via the Automated Clearing House (ACH) by following the steps outlined in Exhibit 98, Expense Reimbursement/Incentive Payment Authorization Agreement for ACH Credits.

Freddie Mac will track all workouts a Servicer settles on a monthly basis. Depending on the Servicer's preference, Freddie Mac will either send the Servicer a check or pay the Servicer via ACH. Freddie Mac will also send the loan detail for all of the eligible workouts the Servicer settled and successful repayment plans that occurred during the period for which the Servicer is being compensated. Freddie Mac considers a workout settled when Freddie Mac has received and successfully processed the documentation and received the remittance and transmission(s) specified below.

Documentation/Transmission	**Mortgage Modification**	**Short Sale Payoff**	**Deed-in-Lieu of Foreclosure**
Completion and transmission of loan modification settlement data in Workout Prospector®	Required		
Mortgage paid in full-prepaid (Note: Servicers should remit only the net proceeds due to Freddie Mac for a short sale payoff)		Required	
Completion and transmission of short sale settlement data in Workout Prospector		Required	
The original negotiated promissory note(s), if applicable		Required	Required
Borrower cash contribution, if applicable		Required	Required
Foreclosure sale/DIL to report the acquisition of the property and loan-level transaction to report Mortgage as a transfer to REO			Required

Freddie Mac will determine if a Servicer is entitled to compensation for a successful repayment plan of a Mortgage that was 60 or more days delinquent based on the information the Servicer transmits to Freddie Mac via EDR and the Servicer's monthly loan-level reporting as follows. The Servicer must have:

1. Informed Freddie Mac that the Borrower has entered into a repayment plan (default action code 12)

2. Notified Freddie Mac that the Mortgage is current or is paid in full

9204.7: Prohibition of certain Borrower fees; non-refusal of workout options due to late charges (03/02/16)

The Servicer may not charge any additional fees to the Borrower other than those provided for in Freddie Mac's relief and workout options. The Servicer may not refuse to consider a workout option or require payment of accrued late charges as a condition of doing a workout.

9204.8: Mortgage insurance claims (03/02/16)

Freddie Mac will file a claim for loss with the MI if the Mortgage is covered by mortgage insurance and Freddie Mac will manage the claims payment process with the MI. The Servicer must provide all information and documentation pertaining to the claim to the MI no later than 60 days after the foreclosure sale, short sale or acceptance of a deed-in-lieu of foreclosure, or within any shorter time frame as specified by the mortgage insurance master policy or by Freddie Mac.

If the MI reduces, suspends or denies the claim due to the Servicer's actions or inactions including, but not limited to, failure to comply with the Guide or applicable mortgage insurance requirements, then Freddie Mac may exercise its remedies provided by the Guide and the other Purchase Documents for the amount that is reduced, suspended or denied. Refer to Chapter 3602 regarding repurchases, repurchase alternatives and other remedies.

Chapter 9205: Home Affordable Modification Program

9205.1 Home Affordable Modification Program (03/02/16)

This chapter provides Servicing requirements in connection with the federal government's Home Affordable Modification Program (HAMP®).

A Borrower should be reviewed for the reinstatement and relief options available in Chapter 9203 prior to being reviewed for HAMP. A Borrower who has the financial ability to fully reinstate the Mortgage and maintain the monthly Mortgage payments, or partially reinstate the Mortgage coupled with the ability to fulfill a repayment plan, should be offered the appropriate reinstatement or relief option under Chapter 9203.

Under HAMP, Borrowers who meet certain eligibility criteria will be offered a modification of their existing Mortgage. The Borrower must document an eligible hardship that caused and is expected to continue to cause a long-term or permanent decrease in the Borrower's income or increase in the Borrower's expenses. In addition, the Borrower must demonstrate his or her ability and willingness to pay under the modified terms by entering into a Trial Period Plan under which the Borrower will be required to remit three monthly payments at an estimated modified payment amount. If the Borrower is not eligible for HAMP, does not accept a HAMP Trial Period Plan offer, or fails to complete a HAMP modification, then the Servicer must consider the Borrower for other Freddie Mac home retention workout options.

This chapter sets forth Freddie Mac's eligibility, underwriting, processing and other requirements for modifying Mortgages under HAMP. The following topics are covered in this chapter:

Topic	Section
HAMP documentation	9205.2
Delegation of authority and HAMP waivers, Supplemental Directives, Frequently Asked Questions and issues logs	9205.3
Eligibility	9205.4
Borrower solicitation	9205.5
Verification of eligibility	9205.6

Determining imminent default	9205.7
Underwriting the Borrower	9205.8
Modification process	9205.9
Foreclosure actions and Borrowers in bankruptcy	9205.10
Other general requirements	9205.11
HAMP incentives	9205.12
Special investor reporting and remitting requirements	9205.13
HAMP activity reporting requirements	9205.14
Disclosures and communications with Borrowers	9205.15
Fair treatment and legal compliance	9205.16
Responsiveness to Borrower inquiries	9205.17
Compliance	9205.18
Special requirements for Mortgages with a second mortgage lien	9205.19
Electronic Transactions	9205.20

(a) Defined terms

Servicers should be familiar with Freddie Mac's definitions for the following terms as they relate to HAMP:

- AVM
- Borrower (within the context of HAMP, the term “Borrower” includes all Borrowers obligated on the Note)
- Borrower Evaluation Notice
- Borrower Response Package
- Borrower Solicitation Package
- BPO

- Delinquency
- Escrow
- First Lien
- Home Value Explorer® (HVE®)
- Manufactured Home
- Modification Effective Date
- PITIAS Payment
- Primary Residence
- Purchase Documents
- Servicing Spread
- Treasury
- Trial Period
- Trial Period Plan
- Trial Period Plan Effective Date
- Workout Prospector®

Definitions for these terms are located in the Glossary of this Guide.

In addition, Servicers should be familiar with the following terms as they relate to HAMP:

- **HAMP**: Home Affordable Modification Program
- **Compliance Agent**: Freddie Mac acting as a financial agent of Treasury
- **Conforming Jumbo Mortgages**: Conforming Jumbo Mortgages are conventional Mortgages sold to Freddie Mac under negotiated Purchase Contracts only that were originated between July 1, 2007 and December 31, 2008, with original unpaid principal balances that exceed Freddie Mac's base conforming loan limits ($417,000 for a 1-unit property). The original UPB of a Conforming Jumbo Mortgage may not exceed the lesser of:
    - 125% of the "area median house price" (as determined at a County level) of a residence of applicable size, or

- 175% of the base conforming loan limit - $729,750 for a 1-unit property (except in Alaska, Hawaii, Guam and the U.S. Virgin Islands, where the limit is higher). The Conforming Jumbo loan limits were enacted as part of the Economic Stimulus Act of 2008

- **Current Monthly Housing Expense:** The Borrower's pre-modified monthly housing expense payment that consists of:

  - Monthly payment required under the existing Mortgage (e.g., principal and interest payment, interest-only payment). **Note**: For service members subject to temporary relief under the Servicemembers' Civil Relief Act (SCRA), Servicers must use the monthly contractual payment in effect on the Note prior to the application of SCRA interest rate cap and related payment relief.

  - Monthly pro rata amount for real estate taxes, plus applicable monthly Escrow cushion

  - Monthly pro rata amount for property and flood insurance, if applicable, plus applicable monthly Escrow cushion

  - Monthly pro rata amount of homeowner's association dues, Condominium Unit or cooperative unit maintenance fees, and ground rent, as applicable

  - Any existing monthly Escrow shortage payment amounts subject to a repayment plan, if applicable

- **Forbearance Limit:** When forbearing a portion of the UPB to achieve the Target Payment, the Forbearance Limit is equal to the greater of (i) 30% of the UPB of the Mortgage including the capitalization of arrearages **or** (ii) an amount resulting in a modified interest-bearing balance that would create a Mark-to-Market LTV Ratio equal to 100%

- **Imminent Default Indicator®**: Freddie Mac's HAMP Servicing tool that uses statistical models and economic data, in conjunction with specific data elements submitted by a Servicer, to help the Servicer determine whether a Borrower is in imminent default.

- **Interest Rate Cap**: The Interest Rate Cap is the Freddie Mac Weekly Primary Mortgage Market Survey Rate for 30-year fixed-rate conforming mortgages, rounded to the nearest one-eighth of one percent (0.125%), which was in effect as of 12:01 a.m. on the date that the Modification Agreement is prepared. The Freddie Mac Weekly Primary Mortgage Market Survey Rate is available on FreddieMac.com.

- **Mark-to-Market LTV Ratio**: The ratio that is based upon the modified interest-bearing principal balance of the Mortgage and the current value of the property

- **Program Administrator:** Fannie Mae, acting as a financial agent of Treasury. The Program Administrator promulgates Treasury's non-Government Sponsored Enterprise

(GSE) HAMP guidelines and collects Freddie Mac's HAMP data from Freddie Mac Servicers.

- **Projected Monthly Escrow Shortage Payment:** For purposes of HAMP, the Escrow shortage is the amount, that together with the monthly Escrow payment is necessary to pay taxes and insurance premiums that are not yet due or payable before the Modification Effective Date, plus any funding cushion permitted under applicable law. The Projected Monthly Escrow Shortage Payment is the Escrow shortage equally divided into 60 monthly payments.

- **Target Payment**: Monthly PITIAS Payment that achieves a monthly housing expense-to-income ratio that is as close as possible to, but no less than, 31% of the Borrower's gross monthly income

- **Treasury NPV Model:** The tool that Servicers use to submit loans for the Treasury net present value (Treasury NPV) test that compares the Treasury NPV result for a modification completed under HAMP to the Treasury NPV result for not modifying the Mortgage

- **Trial Period Plan Offer Deadline:** The last day of the month in which both the Borrower's first Trial Period payment is due and the Trial Period Plan Effective Date occurs

9205.2: HAMP documentation (03/02/16)

The documents, forms and Uniform Instrument(s) identified in this section have been developed for, and, with respect to the documents identified as mandatory below, must be used with, HAMP and are available on Freddie Mac's web site at **http://www.freddiemac.com/singlefamily/service/mha_modification.html**.

All parties who signed the original Mortgage documents or their duly authorized representative(s) must execute any required HAMP documents. Refer to Section 9205.9(b) for additional requirements and exceptions related to the execution of HAMP documents. Refer to Section 9205.20 for requirements related to the preparation, signature and transmission of HAMP documents electronically.

(a) HAMP documents

Servicers may amend the terms of the non-uniform documents identified below in accordance with applicable laws or local real estate practice and may customize the forms with Servicer specific logos. Any and all changes to the non-uniform documents must comply with applicable laws, rules and regulations.

HAMP documents include the following:

- Uniform Borrower Assistance Form (Form 710): Must be obtained from all Borrowers seeking mortgage assistance in accordance with Section 9102.5

- HAMP Government Monitoring Data Form (Form 710A): Must be obtained from all HAMP eligible Borrowers that meet the prescreening criteria set forth in Section 9205.4

- HAMP Trial Period Plan Notice (provided in Exhibit 93, Evaluation Model Clauses): May be used when the Trial Period Plan Effective Date is on or after June 30, 2011

- HAMP Agreement Cover Letter (Freddie Mac Form 1118): May be used in conjunction with the Home Affordable Modification Agreement (Form 3157)

- HAMP Counseling Referral Letter (Freddie Mac Form 1119): Must be used to notify Borrowers with a total monthly debt payment-to-income ratio equal to or greater than 55% that they must enter a counseling program as a condition for the modification (refer to Section 9205.8(c))

- Real Estate Fraud Certification (Form 720): Must be executed by the Borrower and obtained by the Servicer on or before the later of (i) the sixth anniversary of the Trial Period Plan Effective Date, or (ii) January 1, 2016, if the Borrower wishes to be considered for the HAMP Year Six Pay for Performance incentive

Uniform Instruments

- Home Affordable Modification Agreement (Form 3157 (rev. 10/10))

The Home Affordable Modification Agreement ("Modification Agreement") is a Fannie Mae/Freddie Mac Uniform Instrument available on Freddie Mac's Uniform Instrument web site at **http://www.freddiemac.com/singlefamily/guide/?tab=2**. Servicers *may not make any changes or additions to* the Modification Agreement, except for changes and modifications that are required or permitted by Freddie Mac. Servicers must refer to *Authorized Changes to Modification/Special Purpose Documents* posted on Freddie Mac's Uniform Instruments web site at **http://www.freddiemac.com/singlefamily/guide/?tab=2** for information regarding required or permitted changes and for instructions on how to make such changes.

(b) Uniform Borrower Assistance Form and HAMP Government Monitoring Data Form

Servicers must require the use of Form 710 by all Borrowers requesting consideration for HAMP. Servicers may use a customized equivalent of Form 710 provided that it requests the same financial information, hardship affidavit and attestations from the Borrower. When provided by or on behalf of a Borrower, Servicers must accept the Form 710 in lieu of any customized Servicer form(s). Further references to Form 710 include any customized equivalent to Form 710 permitted under Section 9102.5(b).

In addition, Servicers must pre-screen all First Lien Mortgages for which Borrowers are 31 days or more delinquent (i.e., two or more payments past due) to determine if they meet the First Lien Mortgage eligibility requirements for HAMP set forth in Section 9205.4. When soliciting such Borrowers for an alternative to foreclosure in accordance with Section 9102.5, Servicers also must include Form 710A in the Borrower Solicitation Package for those Borrowers that the Servicer determines are HAMP eligible. The Borrower is not required to provide data requested on Form 710A. Servicers may not refuse to accept a Form 710 because the Borrower did not furnish Form 710A. Refer to Section 9205.16(b) for additional requirements related to Government Monitoring Data.

(c) Authorized Changes to the HAMP Trial Period Plan Notice

Servicers must amend the HAMP Trial Period Plan Notice (as provided in Exhibit 93) as necessary to ensure compliance with applicable laws, rules and regulations. In addition, Servicers may amend the HAMP Trial Period Plan to condition the approval of the HAMP modification on obtaining any necessary court and/or trustee approvals for Borrowers in bankruptcy and to address situations where a Borrower files for bankruptcy during the Trial Period.

If the Borrower previously received a Chapter 7 bankruptcy discharge, but did not reaffirm the mortgage debt under applicable law, the Servicer must add the following language to the HAMP Trial Period Plan Notice under the section "Additional Trial Period Plan Information and Legal Notices":

If you previously received a Chapter 7 bankruptcy discharge, but did not reaffirm the mortgage debt under applicable law:

- *You agree that you were discharged in a Chapter 7 bankruptcy proceeding subsequent to the execution of the Loan Documents. Based on this representation, Lender agrees that you will not have personal liability on the debt pursuant to this Trial Period Plan.*

If under applicable law, a Servicer may not establish an Escrow account, the Servicer must delete the language pertaining to escrows from the HAMP Trial Period Plan Notice as set forth below:

Under the last FAQ entitled **"Will my interest rate and principal and interest payment be fixed after my loan is permanently modified?" delete the last sentence that reads:**

Your new monthly payment will include an escrow for property taxes, hazard insurance and other escrowed expenses. If the cost of your homeowners insurance, property tax assessment or other escrowed expenses increases, your monthly payment will increase as well.

Under the section "Additional Trial Period Plan Information and Legal Notices" delete the language that reads:

If your monthly payment did not include escrows for taxes and insurance, you are now required to do so:

- You agree that any prior waiver that allowed you to pay directly for taxes and insurance is revoked. You agree to establish an escrow account and to pay required escrows into that account.

(d) Spanish translations of HAMP documents

Spanish translations of the Authorized Changes for Home Affordable Modification Program (Form 3157) supplement the English-language documents and may be provided to consumers as supplemental educational material when modifying Mortgages under HAMP. The Spanish translations of all HAMP-related documents are for reference only and may not be executed by the Borrower or otherwise used in lieu of the English-language documents. The Servicer must only obtain completed English-language HAMP documents from the Borrower.

9205.3: Delegation of Authority and HAMP waivers, Supplemental Directives, Frequently Asked Questions and issues logs (03/02/16)

(a) Delegation of authority

Unless otherwise notified by Freddie Mac, all Servicers are eligible and required to enter into a Trial Period Plan with a Borrower and approve a modification of a Mortgage under HAMP in accordance with the requirements of this chapter without obtaining prior approval from Freddie Mac.

(b) HAMP waivers, Supplemental Directives, Frequently Asked Questions and responses to issues logs

- **Temporary waivers issued by Treasury**

  The Program Administrator may post temporary HAMP waivers on **http://www.HMPadmin.com**. Unless Freddie Mac otherwise notifies Servicers in writing, Servicers may implement such waivers, but in doing so must comply with the terms of such waivers when Servicing Mortgages for Freddie Mac.

- **Permanent waivers, Supplemental Directives, Frequently Asked Questions and responses to issues logs**

  The Program Administrator may publish permanent HAMP waivers, Supplemental Directives and Supplemental Documentation - Frequently Asked Questions on

http://www.HMPadmin.com or separately respond to a non-Government Sponsored Enterprise (GSE) servicer's questions. Unless Freddie Mac otherwise notifies Servicers in writing, Servicers **must not** follow or implement the requirements and guidance provided by the Program Administrator when Servicing Mortgages for Freddie Mac. Servicers are directed to pose all questions regarding Freddie Mac's HAMP requirements solely to Freddie Mac personnel, except for technical questions related to uploading data to the Program Administrator's HAMP Reporting Tool as set forth in Section 9205.14(b).

9205.4: Eligibility for HAMP (03/09/16)

The following requirements are included in this section:

- Mortgage, property and Borrower eligibility requirements
- Mortgages ineligible to be modified under HAMP

(a) Mortgage, property and Borrower eligibility requirements

The requirements in this chapter apply to Freddie Mac-owned Mortgages that meet the following requirements:

- First Lien Mortgages owned, securitized or guaranteed by Freddie Mac originated on or before **January 1, 2009**, including Cooperative Share Mortgages and Conforming Jumbo Mortgages sold to Freddie Mac under a Seller's negotiated Purchase Documents, which are secured by 1- to 4-unit, single-family Primary Residences, including Condominium Units and Guide-eligible Manufactured Homes that are not abandoned, vacant or condemned.

  Servicers must verify that the property securing the Mortgage serves as the Primary Residence for at least one of the Borrowers. Refer to Section 9205.6(a)(2) for more information about this verification requirement.

- The property securing the Mortgage may be owned by a Living Trust, provided the Borrower (i) is a trustee of the trust, (ii) is a primary beneficiary of the trust, and (iii) occupies the property as the Borrower's Primary Residence.

- If the Mortgage is secured by a leasehold estate, the term of the lease (or any exercised option to renew the lease, or any renewal options that are enforceable by the leasehold mortgagee, whichever is applicable) must not terminate earlier than five years after the maturity date of the proposed modified Mortgage. In the event that the current term of the lease (or applicable renewal options) terminates earlier than five years after the maturity date of the proposed modified Mortgage, the term of the lease must be renegotiated in order to satisfy this requirement prior to offering the Borrower a Trial Period Plan.

- If the Mortgage is subject to an indemnification agreement and is otherwise eligible under the requirements of this chapter, the Servicer has discretion to approve the mortgage modification provided the following conditions are met:

  - The modified Mortgage retains its credit enhancement

  - If the Servicer is not the credit enhancement provider, the Servicer must first obtain in writing any required approval under the terms of the credit enhancement from the entity providing the enhancement to enter into a Modification Agreement that complies with the requirements of this chapter; and

  - The Servicer remits to Freddie Mac an annual payment for the amount of all modification-related costs (e.g., interest rate shortfall) as calculated by Freddie Mac pursuant to Freddie Mac's "Modification Loss Amount" methodology. The Modification Loss Amounts due will be calculated on a monthly basis and billed on an annual basis for the life of the modified Mortgage. If the Mortgage is subject to a partial indemnification, each year the Servicer will be billed the appropriate percentage of the Modification Loss Amount that corresponds with the partial indemnification agreement. Modification Loss Amounts will be determined by Freddie Mac in accordance with a process described in Bulletin 2016-5.

  NOTE: Pursuant to Section 9204.6, the Servicer is not eligible to receive an incentive for completing a modification on a Mortgage that is subject to an indemnification agreement.

- The Borrower must have a Current Monthly Housing Expense-to-income ratio that is greater than 31% of the Borrower's verified and documented gross monthly income as determined in accordance with Sections 9202.3, 9202.4 and 9205.6(a)(3).

  The Borrower must document an eligible hardship that caused and is expected to continue to cause a long-term or permanent decrease in the Borrower's income or increase in the Borrower's expenses and represent that he or she does not have sufficient income or liquid assets to make the monthly Mortgage payments by signing and submitting to the Servicer a completed Form 710, Uniform Borrower Assistance Form, and submitting the documentation required in Section 9202.2. (See Section 9202.2 for eligible hardship requirements.) If the Servicer determines, based on a review of Form 710 and other documentation, that the Borrower has not experienced a hardship or has sufficient liquid assets to make the monthly payments, then the Borrower is not eligible for a modification under HAMP. For example, a Borrower is not eligible for a modification under HAMP if the Borrower has the financial ability to fully reinstate the Mortgage, partially reinstate the Mortgage coupled with the ability to fulfill a repayment plan under Chapter 9203's requirements for reinstatements and repayment plans. (NOTE: Unemployment is considered to be a temporary hardship. Therefore, Servicers must first consider unemployed Borrowers for unemployment forbearance under Sections 9203.22 through 9203.24.)

- The Borrower may be either delinquent or current on the Mortgage. However, if the Borrower is current or less than 60 days delinquent (i.e., less than three monthly payments past due), the Borrower must first be determined to be in imminent default in accordance with the criteria set forth in Section 9205.7 in order to be eligible for HAMP.

A new co-Borrower may, at the request of another Borrower, be added to the Mortgage, provided the Servicer verifies that the new co-Borrower occupies the property as a Primary Residence in accordance with the requirements of Section 9205.6(a)(2).

With respect to FHA, VA and RHS Mortgages, Servicers must comply with the guidance issued by the relevant agency. Freddie Mac will not pay a workout compensation fee or any HAMP incentives on modified Mortgages insured by the FHA or guaranteed by the VA or RHS. Refer to Section 9205.12 for additional information related to incentive payments.

(i) Unemployed Borrowers

If a Borrower is experiencing financial hardship due to unemployment, the Servicer must first consider the Borrower for an unemployment forbearance plan as set forth in Chapter 9203. If a Borrower is in a Trial Period Plan and becomes unemployed, the Servicer must not require the Borrower to convert from the Trial Period Plan to an unemployment forbearance plan. However, if an unemployed Borrower contacts the Servicer and requests assistance, the Servicer must determine whether the Borrower is eligible for unemployment forbearance relief in accordance with requirements in Chapter 9203.

If a Borrower was in a HAMP Trial Period prior to entering into an unemployment forbearance plan as prescribed in Chapter 9203, such Borrower may be re-evaluated for a new HAMP Trial Period Plan based on the Borrower's financial circumstances upon completion of the unemployment forbearance plan, provided that he or she was performing in accordance with the terms of the previous Trial Period Plan (i.e., making timely Trial Period payments) prior to entering into the unemployment forbearance plan. Servicers must not resume/restart the terms of a previous HAMP Trial Period Plan, which must have been cancelled with the Program Administrator in accordance with Section 9203.22 prior to the start of the unemployment forbearance plan. If a Borrower meets the eligibility requirements set forth in this chapter upon completion of the unemployment forbearance plan and accepts a new Trial Period Plan offer, the Borrower will be required to start a new Trial Period.

A Borrower who is in a permanent HAMP modification and enters into an unemployment forbearance plan with the Servicer is not eligible for another HAMP modification at the end of the forbearance period. Further, the Borrower will not be eligible for HAMP "Pay for Performance" incentives if the Borrower loses good standing during the unemployment forbearance period.

(ii) Program expiration

For a Mortgage to be evaluated for modification under HAMP, the Borrower must submit a complete Borrower Response Package on or before **December 31, 2016**. In addition, a HAMP modification must have a Modification Effective Date on or before **September 1, 2017.**

If a Servicer determines that a Borrower is unable to complete a HAMP modification with a Modification Effective Date on or before September 1, 2017, the Servicer must consider the Borrower for a Standard Modification as provided in Chapter 9206.

(iii) Foreclosure/Bankruptcy

The Mortgage may be in foreclosure or in other pending litigation. The Borrower may be in active bankruptcy or enter into active bankruptcy during the Trial Period; however, the Servicer should consult with its own legal counsel on the proper method to communicate with and offer a modification under HAMP to a Borrower in active bankruptcy and obtain all required court approvals.

For Borrowers who have received a Chapter 7 bankruptcy discharge but did not reaffirm the mortgage debt under applicable law, the Servicer must make an authorized change to the HAMP Trial Period Plan Evaluation Notice and the Modification Agreement. (Refer to Section 9205.2 for information regarding authorized changes to the HAMP Trial Period Plan Evaluation Notice and Modification Agreement.)

(iv) Escrows

Servicers must establish an Escrow account on the Mortgage if an Escrow account is not currently maintained on the Mortgage, provided its establishment is not prohibited under applicable federal, State or local law. (Refer to Sections 9205.2(c) and 9205.8(d) for additional information.)

(b) Mortgages and Borrowers ineligible for HAMP

Mortgages ineligible for HAMP include:

- Any Mortgage secured by an Investment Property or second home
- Any Mortgage that has been previously modified under HAMP or for which the Borrower failed to comply with the terms of a HAMP Trial Period Plan by not (i) making all required Trial Period payments, or (ii) providing all required documentation in accordance with the requirements of this chapter
- Any Mortgage subject to full recourse

A Borrower may only qualify for one Trial Period Plan (for example, a non-occupying co-Borrower who was party to an earlier HAMP Trial Period Plan, whether extended in connection with a Freddie Mac Mortgage or any other Mortgages, may not obtain another HAMP Trial Period Plan on his or her Primary Residence) unless:

- The Borrower was performing on a HAMP Trial Period Plan but entered into an unemployment forbearance plan prior to permanent modification, or
- The Borrower was performing on a HAMP Trial Period Plan but entered into a disaster-related forbearance plan as a result of an Eligible Disaster prior to the permanent modification. Refer to Section 8404.6(c) for additional information and requirements.

9205.5: Borrower solicitation for HAMP (03/02/16)

Refer to Chapter 9102 for requirements related to Borrower solicitation and required communication upon quality right party contact.

Refer to Section 9205.12(b) for additional Borrower solicitation and communication requirements pertaining to HAMP Mortgages and to Section 8501.2 for additional Borrower communication requirements pertaining to Step-Rate Mortgages.

For Borrowers with Step-Rate Mortgages:

- Refer to Section 9206.3 for Freddie Mac Streamlined Modification evaluation requirements; and
- Refer to Section 9102.5 for Streamlined Modification solicitation requirements

9205.6: Verification of eligibility for HAMP (03/02/16)

The following requirements are included in this section:

- Verification of eligibility
- Consideration for alternative loss mitigation options
- Continued eligibility for HAMP

(a) Verification of eligibility

Servicers must evaluate a Borrower for HAMP only after receipt of the complete Borrower Response Package as set forth in Section 9102.5.

A Servicer may accept and rely on any information and documentation submitted on behalf of a Borrower by the Borrower's authorized trusted advisor, such as a HUD-approved housing counselor, to determine HAMP eligibility, provided the Servicer complies with applicable privacy and other laws and, when necessary, obtains and maintains in the Mortgage file evidence of the Borrower's written consent to the Servicer's sharing of the

Borrower's private financial and any other protected information with the Borrower's trusted advisor.

(i) Verification of housing expense-to-income ratio

The Servicer must use verified income to determine that the Borrower's Current Monthly Housing Expense-to-income ratio is greater than 31%. For purposes of this determination, the Servicer must divide the Borrower's Current Monthly Housing Expense by the Borrower's monthly gross income (or the Borrowers' combined monthly gross income in the case of co-Borrowers) plus any allowable non-obligor household income.

If the Borrower has been granted interest rate relief under the Servicemember's Civil Relief Act (SCRA), the Servicer must use the principal and interest payment and the contractual rate of interest in effect on the Note prior to the granting of the SCRA relief rather than the temporarily SCRA reduced interest rate and related SCRA monthly payment when calculating the Borrower's Current Monthly Housing Expense-to-income ratio.

If a Borrower has indicated that there are homeowner's association dues or Condominium Unit or cooperative unit maintenance fees or ground rent, but has not been able to provide written documentation to verify these amounts, the Servicer must rely on the information provided by the Borrower if the Servicer has made reasonable efforts to obtain the amounts in writing.

The Current Monthly Housing Expense does not include mortgage insurance premium payments or payments due to holders of subordinate liens.

(ii) Verification of Primary Residence

Servicers must verify that the property serves as the Primary Residence for at least one of the Borrowers by reviewing a credit report for an individual or joint report for such persons. The credit report must be no more than 90 days old from the date the Servicer first determines that the Borrower has submitted a complete Borrower Response Package. If the credit report does not indicate that the property securing the Mortgage is the Primary Residence for a Borrower, then the Servicer must use good business judgment in reconciling the inconsistency. This additional due diligence on the part of the Servicer must be documented in the Mortgage file/servicing system for compliance review purposes in accordance with Section 9205.11(i).

If a party claims that a Borrower, co-Borrower, or other signatory on the Mortgage has divorced or separated (including dissolution of a civil union or similar domestic partnership under applicable law), the party remaining in the home must submit, as applicable, a copy of the divorce decree, court filed separation agreement or a copy of a recorded quit claim deed evidencing that the departed party has relinquished all rights to the property.

A Borrower who is temporarily displaced from the property (e.g., temporary Foreign Service assignment, military service, incarceration, etc.) is eligible, even if that Borrower is the only Borrower on the original Mortgage, provided that the Borrower intends to occupy the property as the Borrower's Primary Residence upon return. However, if the property is being leased to a tenant during the period of displacement, the Mortgage is not eligible for HAMP.

(iii) Verification of income

The Servicer must verify the gross monthly income for all Borrowers on the Note. The Borrower must submit the income documentation required in Section 9202.3.

The verified gross monthly income determined in accordance with Section 9202.3 must be input into the Treasury NPV Model when determining the NPV test result in Section 9205.8(a).

Net and nontaxable income

Net income or tax-exempt income may be used for preliminary screening and qualification, but must be multiplied by 1.25 to obtain an estimate of gross income. If the actual amount of federal and State taxes that would generally be paid by a wage earner is more than 25% of the Borrower's nontaxable income, the Servicer may use that amount to obtain an estimate of gross income.

(b) Consideration for alternative loss mitigation options

When a Borrower is determined to be ineligible for a HAMP modification, the Servicer is required to consider that Borrower for other alternatives to foreclosure in accordance with the evaluation hierarchy set forth in Section 9201.2.

(c) Continued eligibility for HAMP

A Borrower who has been evaluated for HAMP but does not meet the minimum eligibility criteria described in Section 9205.4(a), or who meets the minimum eligibility criteria but is not qualified for HAMP by virtue of a Treasury NPV test result that is negative, excessive forbearance or other financial reason, may request reconsideration for HAMP at a future time if they experience a material change in circumstances provided the Borrower or the Borrower's Mortgage is not otherwise ineligible under Section 9205.4(b).

9205.7: Determining imminent default (03/02/16)

The following topics are included in this section:

- Overview

- Income, asset and Imminent Default Hardship documentation and verification
- Cash Reserves test
- Freddie Mac Imminent Default Indicator® test
- Imminent Default Hardship test
- General requirements and information

(a) Overview

If a Borrower who is current **or less than 31 days delinquent** contacts the Servicer to inquire about eligibility for HAMP, the Servicer must first evaluate the Borrower for eligibility for a Freddie Mac Relief Refinance Mortgage℠ – Same Servicer or advise the Borrower of the availability of the Freddie Mac Relief Refinance Mortgage℠ – Open Access offering (refer to Chapters 4302 and 4303). If the Borrower is not eligible for a Freddie Mac Relief Refinance Mortgage, then the Servicer must determine whether the Borrower is eligible for a relief option under Chapter 9203. Finally, if the Borrower is not eligible for a relief option, then the Servicer must determine whether the Borrower is in imminent default in accordance with this Section 9205.7.

Borrowers who are current **or less than 60 days delinquent** (i.e., no more than two payments past due) who claim an eligible hardship, documented in accordance with Section 9203.10, and who otherwise appear to meet the eligibility criteria for HAMP, must first be determined to be in imminent default in accordance with this Section 9205.7 before being considered for a HAMP Trial Period Plan.

An imminent default evaluation is necessary when the status of the Mortgage is current or less than 60 days delinquent as of the date the Servicer commences the initial evaluation of the Borrower's financial condition using the Cash Reserves test and the Imminent Default Indicator test as described below.

The Servicer must rely on the same Mortgage status used to initiate the imminent default evaluation to complete the imminent default determination process, regardless of whether the Borrower becomes 60 days or more delinquent during the imminent default evaluation.

A Borrower, who is current or less than 60 days delinquent at the time the Servicer commences the initial evaluation, is in imminent default if:

- The Borrower's Cash Reserves are less than $25,000 and the Borrower's Imminent Default Indicator result is "1"; **or**
- The Borrower's Cash Reserves are less than $25,000, the Borrower's Imminent Default Indicator result is "2," and the Borrower can document an imminent default hardship that occurred after the Mortgage was originated and is currently causing, and is expected to

continue to cause, a long-term or permanent decrease in income or increase in expenses ("Imminent Default Hardship").

(Note: The standards for determining "imminent default" for purposes of HAMP eligibility under this chapter do not alter the definition of "default" under the Mortgage documents.)

(b) Income and asset documentation and verification

(i) Documentation and verification

A Borrower must, at a minimum, provide a complete Borrower Response Package, as defined in Section 9102.5(c), in order to be evaluated for imminent default. In addition, the Servicer must obtain:

- Either a tax transcript by processing the Borrower's signed Form 4506T-EZ or Form 4506-T, or a copy of the Borrower's most recent signed federal income tax return. (See Section 9202.3 for situations where IRS Form 4506-T is required to be obtained.)
- A credit report to verify debt expenses pursuant to Sections 9205.6 and 9205.8

(ii) Verification of income and assets; resolution of inconsistencies

Servicers must review all required documentation submitted by the Borrower and compare information contained in that documentation to the information in the tax return or tax transcript to identify any inconsistencies. If, based on the Servicer's good business judgment, the Borrower's tax return information is inconsistent with the income or asset information disclosed by the Borrower or with other documentation relevant to the imminent default decision, the Servicer must obtain other documentation to reasonably reconcile such inconsistencies. Servicers must also document such material differences in their servicing system. If the Servicer cannot reconcile such material differences, the Borrower cannot be considered in imminent default and is therefore ineligible for a modification under HAMP under these circumstances.

(c) Cash Reserves test

The Servicer must complete an evaluation of the Borrower's Cash Reserves in accordance with the requirements of this section. The Borrower **must** have Cash Reserves of less than $25,000 to be further evaluated for imminent default. If the Borrower either discloses or provides documentation indicating the Borrower has Cash Reserves equal to or greater than $25,000, then the Borrower is not in imminent default and therefore is ineligible for a modification under HAMP.

(i) Definition of Cash Reserves

For purposes of determining imminent default, Cash Reserves are defined as follows:

Cash Reserves: Any non-retirement liquid asset the Borrower has available for withdrawal from any financial institution or brokerage, including funds on deposit in the Borrower's checking, savings, money market or certificate of deposit account or other depository account, stocks, bonds, mutual funds, U.S. Government Securities and other securities that are traded on an exchange or marketplace generally available to the public (e.g., New York Stock Exchange, National Association of Securities Dealers Automated Quotations, Midwest SE, Chicago Board Of Trade or Over the Counter) for which the price can be readily verified through financial publications.

Assets are only considered retirement assets if they are held in a qualified retirement account such as a 401k, 403b, 457, Individual Retirement Account (IRA) or pension fund. If the assets are not held in a retirement account, the assets must be considered Cash Reserves.

(ii) Calculating and verifying Cash Reserves

The Servicer must calculate and verify the Borrower's Cash Reserves in accordance with the following requirements:

- The Servicer must determine that all of the Borrower(s) Cash Reserves have been accounted for on Form 710, Uniform Borrower Assistance Form, and verified; except that, in the event the Borrower discloses Cash Reserves of $25,000 or more, the Servicer need not verify the Cash Reserves and the Borrower may not be determined to be in imminent default.

- In verifying and making the determination that all Cash Reserves have been accounted for, Servicers must review the Borrower's federal income tax return or tax transcript, including information from applicable schedules (i.e., Schedules B - *Interest & Ordinary Dividends*, D - *Capital Gains & Losses*, E - *Supplemental Income & Loss*) and all other available information provided by the Borrower to determine if the asset information stated on Form 710 is reasonably consistent with information available from the tax return or tax transcript, or other information. The Servicer must ensure that the Borrower's disclosure of assets is consistent with the interest, dividend income or gain/loss information reflected in the tax return information.

  If, upon reviewing the Borrower's tax return or tax transcript, the Servicer observes interest, dividend income or gains/losses that, in total, could not be reasonably produced by the Borrower's disclosed Cash Reserves, and such income indicates deposits, securities holdings or other assets that could be in excess of the amounts disclosed by the Borrower on Form 710, the Servicer must reconcile the inconsistency with the Borrower. The Servicer must require the Borrower to produce a signed federal tax return and all relevant schedules, in the event the Servicer used a tax transcript in lieu of a tax return, along with any other relevant documentation that verifies the disposition and/or current status of those assets, which produced the income or gains/losses to resolve the inconsistency.

The Servicer must ensure that the Borrower's disclosure of assets is reasonably accurate despite the inconsistency between the disclosed assets and the income or gain/loss from assets reported on the tax return or tax transcript. In determining what documentation is needed to reconcile an inconsistency, the Servicer must review the detailed tax return schedules and forms, and request from the Borrower copies of recent and past statements from those asset holdings or transactions indicated on the schedules and forms that produced the income or gain/loss (e.g., checking, savings, brokerage account statements, asset sale statements or records, etc.).

- If there are inconsistencies between the Borrower's disclosure of assets and the tax return information that cannot be reconciled, or the required Cash Reserves documentation cannot be obtained from the Borrower, the Borrower cannot be considered in imminent default and is therefore ineligible for a modification under HAMP under these circumstances. (See Section 9205.7(b) for additional information on resolution of inconsistencies.)

If the Servicer determines that the Borrower is not in imminent default in accordance with this Section 9205.7(c), the Servicer may evaluate the Borrower for other available loss mitigation alternatives if the Servicer, based on the Guide, determines that the circumstances warrant further consideration.

If the Servicer determines the Borrower has Cash Reserves of less than $25,000, the Servicer must next evaluate the Borrower using Imminent Default Indicator.

(d) Freddie Mac Imminent Default Indicator test

If the Servicer determines that a Borrower meets the requirements of Section 9205.7(a)–(c), the Servicer must continue evaluating the Borrower for imminent default using Freddie Mac's Imminent Default Indicator.

Imminent Default Indicator requires the submission of a specific set of data elements in order to return a result. Three of these specific data elements that the Servicer must input into Imminent Default Indicator include the Fair Isaac Corporation (FICO®) score, the Borrower's monthly debt payment-to-income ratio and the property value. These data elements must be determined in accordance with the requirements below.

Imminent Default Credit Score

Servicers must choose one FICO score that is adequately indicative of the credit reputations of all Borrowers currently on the Mortgage. Servicers may not use a credit score based on any other credit scoring model except FICO. This score, referred to as the "Imminent Default Credit Score," will be input into Imminent Default Indicator and must be obtained and determined in accordance with the requirements below:

1. Obtaining FICO scores for each Borrower

The Servicer must request a FICO score for each Borrower on the Mortgage from any one of the following three credit repositories:

- Equifax Credit Information Services
- Experian Information Systems and Services
- TransUnion Credit Information Company

The Borrower's FICO score must be less than 90 days old on the date the Servicer performs the Imminent Default Indicator test.

Borrowers with no available FICO score

It is unusual for any Borrower who has obtained a Mortgage not to have a FICO score. If no single FICO score can be identified for a Borrower, the Servicer must recheck the information provided when ordering the FICO scores and resubmit a request. If the Servicer still is unable to obtain a FICO score for that Borrower, it may rely on the FICO scores of all other Borrowers as detailed below. If a FICO score is not available for any Borrower on the Mortgage, then Imminent Default Indicator may not be used to evaluate the Borrower. In such instances, the Servicer must (i) maintain documentation in the Mortgage file that demonstrates the Servicer's attempts to obtain FICO scores from all three credit repositories on all Borrowers, (ii) enter a "2" as the Imminent Default Indicator result into Workout Prospector®, and (iii) proceed to the Imminent Default Hardship test below to determine if an Imminent Default Hardship exists.

2. Determining the Imminent Default Credit Score

The Servicer must identify the Imminent Default Credit Score to be input into Imminent Default Indicator in accordance with the following:

- The Servicer must first select a single FICO score for each Borrower on the Mortgage. If the Servicer obtains multiple FICO scores for a single Borrower, the Servicer must use the middle/lower method to select the single FICO score for that Borrower. This method is the most predictive when determining a single Borrower's overall credit reputation. If three FICO scores are obtained for a Borrower, the single score for that Borrower is the one with the middle value. For example, if the FICO scores were 660, 656, 640, the single FICO score selected by the Servicer should be 656. When there is a duplicate score, the Seller must select that score to be the single score. If the FICO scores for a Borrower were 660, 660 and 640, the Servicer should select 660. If two FICO scores were obtained for a Borrower, the Servicer must select the lower of the two FICO scores to be the single FICO score for that Borrower.
- If there is only one Borrower on the Mortgage, the single FICO score, determined in accordance with the above requirements, is the score that is input into Imminent Default Indicator as the Imminent Default Credit Score.

- If there are multiple Borrowers on the Mortgage, the Servicer must determine the single FICO score for each Borrower using the method described above. The Servicer must then select either the lowest FICO score across all Borrowers on the Mortgage or the average FICO score from all Borrowers' single scores. (Note: Whichever method is used, the lowest or the average, the Servicer should choose the single FICO score using the same method and procedure for all Borrowers and for all Mortgages consistent with fair lending laws.) This score is the Imminent Default Credit Score that must be input into Imminent Default Indicator.

Monthly debt payment-to-income ratio for Imminent Default Indicator

The monthly debt payment-to-income ratio the Servicer inputs into Imminent Default Indicator is calculated by dividing the Borrower(s) total monthly debt payments, determined, verified and documented in accordance with Section 9205.8(c), by the Borrower(s) total monthly gross income, determined, verified and documented in accordance with Section 9202.3.

Property value

The current property value that the Servicer must input into Imminent Default Indicator is the property value obtained in accordance with Section 9205.8(e).

The property value determination must be less than 90 days old on the date the Servicer performs the Treasury NPV test when qualifying the Borrower for a HAMP Trial Period Plan offer using accurate and complete inputs into the Treasury NPV Model. Therefore, a Servicer must ensure that the property value input into Imminent Default Indicator does not subsequently become more than 90 days old by the time the Servicer completes the initial evaluation of the Borrower using the Treasury NPV Model, if the Borrower is determined to be in imminent default.

Imminent Default Indicator results

Freddie Mac will provide Servicers with an output file with an Imminent Default Indicator result.

- If the Imminent Default Indicator result equals "1" and Cash Reserves are less than $25,000, the Borrower is in imminent default. The Servicer must evaluate the Borrower for a HAMP Trial Period Plan and no further analysis is required by the Servicer to determine imminent default.

- If the Imminent Default Indicator result equals "2" and Cash Reserves are less than $25,000, the Servicer must further evaluate the Borrower using the Imminent Default Hardship test below to determine the Borrower's likelihood of imminent default.

(e) Imminent Default Hardship test

The Borrower is considered to be in imminent default if the Borrower's Cash Reserves are less than $25,000, the Imminent Default Indicator result equals "2," and the Borrower provided the documentation required in Section 9202.2 supporting one of the Imminent Default Hardships listed below:

- Death of a Borrower or death of either the primary or secondary wage earner in the household
- Long-term or permanent disability; serious illness of a Borrower/co-Borrower or dependent family member; or
- Divorce or legal separation; separation of Borrowers unrelated by marriage, civil union or similar domestic partnership under applicable law

The Imminent Default Hardship must currently cause and be expected to continue to cause a long-term or permanent decrease in income or increase in expenses.

If the documentation provided by the Borrower confirms an Imminent Default Hardship and the Borrower's Cash Reserves are less than $25,000, the Servicer must evaluate the Borrower for a HAMP Trial Period Plan and no further analysis is required by the Servicer to determine imminent default.

If the Servicer determines that the hardship has not caused a long-term or permanent decrease in income or increase in expenses, then the Borrower is not in imminent default. The Servicer may evaluate the Borrower for other available Freddie Mac relief or workout options if the Servicer, based on the Guide, determines that the circumstances warrant further consideration.

(f) General requirements and information

If the Servicer determines that a Borrower is in imminent default, the Servicer must continue evaluating the Borrower using the underwriting requirements outlined in Section 9205.8 to determine if the Borrower qualifies for a HAMP Trial Period Plan.
Servicers must use Imminent Default Indicator, subject to the requirements of the Guide, to evaluate a Borrower who is current or less than 60 days delinquent for imminent default pursuant to the requirements of this Section 9205.7, and may not use Imminent Default Indicator for any other purpose.

Imminent Default Indicator is accessible from Freddie Mac's Servicing Technology Tools web site at **http://www.freddiemac.com/singlefamily/service/**. Servicers must access Imminent Default Indicator using their existing Workout Prospector user ID and password. Imminent Default Indicator requires the submission of specific data elements in order to return a result. The Servicer must ensure that all data input into Imminent Default Indicator is true, complete and accurate and that all data is entered correctly.

An Imminent Default Indicator users' guide is available on Freddie Mac's web site at **http://www.freddiemac.com/singlefamily/service/**. The users' guide describes the data elements and file format requirements for scoring loans, in addition to providing detailed instructions for uploading an input file, downloading the output file and understanding error messages that may be received.

When using Imminent Default Indicator, Servicers are deemed to be bound by all of the provisions of Exhibit 90, Imminent Default Indicator® License Agreement, to the same degree as if they had signed such agreement as a "Licensee."

For security purposes, passwords and IDs should not be shared. The Servicer must ensure that only active employees of the Servicer or its authorized third parties with a need to use Imminent Default Indicator are given user access, and that such access is terminated whenever the employee or an authorized third party's employee is terminated or has no further need to use Imminent Default Indicator.

When managing user access to Imminent Default Indicator, Servicers must:

- Safeguard IDs, passwords, Personal Identification Numbers (PINs) and all other confidential means of access ("Confidential Means of Access") to Imminent Default Indicator

- Adopt minimum security standards to prevent the loss, theft or unauthorized disclosure or use of IDs, passwords, PINs or other Confidential Means of Access and information in Imminent Default Indicator

- Notify Freddie Mac within one Business Day **(see Directory 5)** in the event that:

  - An authorized user's (a) name changes, (b) position/title changes, (c) employment is terminated, or (d) authorization expires or terminates

  - Any loss, theft or unauthorized disclosure or use of any authorized user's ID, password, PIN or any other Confidential Means of Access occurs

  - The Servicer has knowledge or reason to believe that an authorized user's Confidential Means of Access to Imminent Default Indicator is no longer secure for any reason

- Indemnify and hold Freddie Mac harmless from and against any and all costs, fees (including legal fees and court costs), losses or damages sustained or incurred by Freddie Mac when a breach of security from the Servicer (and/or its Servicing Agent or authorized third-party service provider, if applicable) results in the unauthorized disclosure or use of any IDs, passwords, PINs or any other Confidential Means of Access to information in the Imminent Default Indicator application

- If the Servicer engages an authorized third-party service provider to perform loss mitigation activities including the use of Imminent Default Indicator in connection with the Servicing of Freddie Mac Mortgages, the Servicer must monitor its authorized third party to ensure compliance with all applicable requirements of the Guide and any other Purchase Documents and applicable law and have written policies and procedures in place for doing so

9205.8: Underwriting the Borrower for HAMP (03/02/16)

The objective of underwriting the Borrower is to achieve a Target Payment based upon a monthly housing expense-to-income ratio that is as close as possible to, but no less than 31% of the Borrower's gross monthly income. The Servicer must underwrite the Borrower and calculate the Target Payment, once the Servicer has:

- Established that the Mortgage, property and the Borrower are eligible under HAMP
- Collected the necessary income information and required documentation from the Borrower as part of the Borrower Response Package
- Analyzed the Borrower's financial situation and verified that all of the information needed to calculate the Target Payment has been provided

This section provides the following requirements related to underwriting the Borrower:

- Net present value (NPV) requirements
- Sequential process for calculating a Target Payment
- Total monthly debt payment-to-income ratio
- Escrows
- Property valuation requirements
- Workout Prospector®

(a) Net present value requirements

All Mortgages that meet HAMP eligibility criteria must be evaluated using the Treasury NPV test that compares the Treasury NPV result for a modification completed under HAMP to the Treasury NPV result for not modifying the Mortgage.

If the Treasury NPV output of the modified Mortgage is greater than or equal to the Treasury NPV output of the Mortgage without modification, the Treasury NPV test result is

considered to be "NPV positive." If the Treasury NPV output of the Mortgage without a modification is greater than the Treasury NPV output of the modified Mortgage, the Treasury NPV test result is considered to be "NPV negative."

For proposed modifications submitted through the NPV Model on or after January 1, 2014, the Mortgage is eligible for HAMP if the Treasury NPV test result is positive. A Mortgage with a negative NPV test result is ineligible for HAMP. Regardless of the Treasury NPV test result, the Mortgage is subject to all other eligibility requirements, including the amount of principal forbearance that is permitted. (Refer to Section 9205.8(b) for the eligibility requirements for Mortgages with partial principal forbearance.)

Determining when to obtain a Treasury NPV test result

A Servicer must obtain the Treasury NPV test result for the proposed modification terms when qualifying the Borrower for the Trial Period Plan. The Servicer must ensure that the Treasury NPV test result is obtained timely to send a Borrower Evaluation Notice no later than 30 days after receipt of a complete Borrower Response Package. The Servicer must retain the Treasury NPV test results (in addition to all assumptions, inputs, outputs and versions) for the Mortgage in the Mortgage file.

Options for obtaining a Treasury NPV test result

Servicers may use the following options when obtaining a Treasury NPV test result:

- Servicers may submit Mortgage data to the Treasury NPV Model. The Treasury NPV Model is available on the Home Affordable Modification Program servicer web portal accessible through **http://www.HMPadmin.com**. Detailed guidelines for obtaining access to the model and submitting proposed modification data for evaluation are also available on this portal. Each time that a Servicer processes a new evaluation of a Trial Period Plan under HAMP, it represents and warrants to Freddie Mac that it is using the most current version of the Treasury NPV Model and that the data input into the Treasury NPV Model is accurate and has been input accurately.

- Servicers having at least a $40 billion Servicing book (inclusive of Freddie Mac and non-Freddie Mac Mortgages) may request permission from Freddie Mac, as Compliance Agent, to replicate a system/model to reflect the latest version of the Treasury NPV Model to determine whether a proposed modification meets Freddie Mac's HAMP requirements.

  Before a Servicer may replicate the Treasury NPV Model into its own system, the Servicer must provide its Freddie Mac Default Asset Management account representative with a copy of the most recent written approval the Servicer received from the Compliance Agent. The Compliance Agent's written approval must certify that the Servicer's Treasury NPV Model is built in accordance with Treasury's NPV Model specifications and requirements, and that the Servicer is authorized to use its system to determine a modification's eligibility under Treasury's HAMP guidelines ("Certified Servicer Treasury NPV Model"). Each time a Servicer uses its Certified Servicer

Treasury NPV Model to determine whether a proposed modification of a Mortgage is eligible under Freddie Mac's HAMP requirements, it represents and warrants to Freddie Mac that:

- The Compliance Agent's written approval continues to be valid with respect to the Certified Servicer Treasury NPV Model
- It used the most current release of the Treasury NPV Model in its own system, subject to the Treasury requirements concerning the effective dates for required implementation of any upgrades or changes to the Treasury NPV Model
- Its results are accurate
- It is using the discount rate as specified by Freddie Mac
- It did not change any of the base Treasury NPV Model assumptions including, but not limited to, default or re-default rate, home price projections and REO discount assumptions

The Servicer may not use its Certified Servicer Treasury NPV Model to evaluate Freddie Mac-owned Mortgages if the Servicer has changed any of the base Treasury NPV Model assumptions. In this case, the Servicer must use the Treasury NPV Model that is available through the HAMP servicer web portal, even if it has obtained prior written approval from the Compliance Agent to use its Certified Servicer Treasury NPV Model on mortgages that are not Freddie Mac-owned Mortgages.

Borrowers without an available credit score

If a Servicer commences the Treasury NPV Model evaluation when no Borrower has an available credit score, the Servicer must use 557 as a proxy credit score. Further, if a Borrower has a credit score, but it is below 250, the Servicer should input 250 as the credit score into the Treasury NPV Model. Documentation of an unavailable credit score, or a credit score below 250, must be retained in the Mortgage file and provided to Freddie Mac upon request. The proxy credit score and the minimum credit score of 250 rules may not be used as an input into Imminent Default Indicator®.

(b) Sequential process for calculating a Target Payment

Step 1: Calculate the Target Payment

The Servicer must use the sequential steps below to the extent necessary to calculate a Target Payment.

Based on information input into Workout Prospector by the Servicer, Workout Prospector will assist the Servicer in determining the terms of the Trial Period Plan and modification. The Servicer must confirm that the terms reflected in Workout Prospector for the Trial Period Plan or Modification Agreement for the Borrower accurately reflect the Servicer's underwriting of the Borrower in accordance with the requirements of this chapter including,

without limitation, the Servicer's determination that the Borrower is eligible for HAMP and, if applicable, in imminent default. If a Servicer calculates the terms of a Trial Period Plan or Modification Agreement according to the sequential process described in this Section 9205.8 and is unable to complete a submission of those terms via Workout Prospector, the Servicer should contact (800) FREDDIE and select option four for Servicing. (See Section 9205.8(g) for information on the use of Workout Prospector.)

To determine the necessary steps to achieve the Target Payment, the Servicer must calculate the PITIAS Payment after each sequential step (e.g., after every 0.125% decrease in rate, after every additional month in term, if any, and after each forbearance of $100, if any).

The PITIAS Payment is the monthly payment that must be used to calculate the Target Payment. The Servicer must **not** include non-housing debt, payments on junior liens or mortgage insurance premium payments in the calculation of:

- The PITIAS Payment or
- The PITIAS Payment-to-income ratio

However, the Servicer must include such payments in the calculation of the Borrower's total monthly debt payment-to-income ratio.

In addition, Borrowers are not required to satisfy any outstanding junior lien(s). Refer to Section 9205.19 for additional information regarding Mortgages with a second mortgage lien.

Servicers must follow the sequential process in the order specified below only to the extent necessary to achieve the Target Payment. The Servicer must continue to apply the sequential process to the point that the Target Payment falls just below 31% of the Borrower's gross monthly income and then reverse that last sequential step in order to determine the payment that is closest to, but not less than 31% of the Borrower's gross monthly income.

All Mortgages must be modified to a fully amortizing fixed-rate Mortgage. A Servicer may not modify the current Mortgage to, or maintain the current Mortgage as, an adjustable-rate Mortgage, an interest-only Mortgage, a bi-weekly Mortgage or a daily simple interest Mortgage.

For eligible Mortgages with a scheduled interest rate or payment adjustment occurring during the Trial Period, when the adjustment cannot be determined at the time the Trial Period Plan documents are prepared, Servicers should calculate the Target Payment and underwrite the Borrower assuming the interest rate and the minimum payment legally due under the Note at the time of the underwriting remains unchanged during the Trial Period.

Step 2: Capitalization of arrearages

Amounts that may be capitalized to the UPB are limited to the following provided those amounts are part of the secured indebtedness and may be capitalized under applicable law:

- Delinquent accrued interest (and amounts expected to accrue during the Trial Period) calculated in accordance with the HAMP instructions to the Form 1128, Loss Mitigation Transmittal Worksheet

- Funds advanced by the Servicer, or to be advanced and paid to a third party during the Trial Period, for the payment of real estate taxes and insurance premiums

- Foreclosure expenses incurred, including attorney fees and title costs incurred as part of the foreclosure process, subject to the reimbursable limits in Exhibit 57A, Approved Attorney Fees and Title Expenses

- Property preservation expenses or property inspection fees not to exceed the reimbursable limits in Exhibit 57, 1- to 4-Unit Property Approved Expense Amounts

  - Any other expenses that were advanced and paid to a third party, as specified in Sections 9301.27 and 9701.10, provided that they were paid to a third party prior to or during the Trial Period

  A Servicer may capitalize only the first incurred late fee, interest or penalty associated with the late payment of real estate taxes on a non-escrowed Mortgage. If there has been more than one delay in payment of real estate taxes on a non-escrowed Mortgage, a Servicer must not capitalize any additional late fees, penalties or interest beyond the first incurred late fee or penalty, nor can it seek reimbursement of these additional amounts from Freddie Mac or the Borrower.

  Title costs incurred outside of the foreclosure process (i.e., to preserve the First Lien priority of the modified Mortgage, if applicable) are reimbursable through the reimbursement of expenses process described later in this chapter and are not permitted to be capitalized.

  Servicers may not capitalize junior lien holder subordination fees. Servicers are not required, but may choose to pay those fees out of pocket and offset such costs out of their incentive payments.

  In addition, Servicers must not capitalize lender-paid mortgage insurance premiums.

Step 3: Interest rate reduction

The Servicer must next reduce the current interest rate on the existing Mortgage in decrements of 0.125%, only to the extent necessary, to achieve the Target Payment. However, the Servicer may not reduce the interest rate below the 2% interest rate floor.

For servicer members subject to temporary relief under the SCRA, Servicers must use the monthly contractual payment in effect on the Note prior to the application of SCRA interest rate cap and related payment relief.

SCRA Example: The current contractual interest rate on the Mortgage is 8.0% and the SCRA interest rate is 6.0%. In order to achieve the Target Payment, the interest rate on the Mortgage must be reduced to 7.0%. The interest rate on the modified Mortgage will be fixed at 7.0%; however, the service member will continue to enjoy the benefits of the 6.0% interest rate in accordance with the SCRA. Once the temporary SCRA relief expires, and if the Mortgage has been modified, the service member's modified interest rate will be 7.0%.

If the resulting interest rate is at or above the Interest Rate Cap, this modified interest rate will be the new Note Rate for the life of the modified Mortgage.

If the resulting rate is below the Interest Rate Cap, this reduced rate will be in effect for the first five years of the modified Mortgage. Beginning with the sixth year, the modified interest rate will increase annually by 1% per year (or such lesser amount that may be needed) until the interest rate reaches the Interest Rate Cap, and will remain fixed at that Interest Rate Cap for the remaining life of the modified Mortgage. Servicers must refer to Chapter 8501 for requirements related to notifying a Borrower of an upcoming interest rate increase.

Example: The current interest rate on the Mortgage is 8.0% and the Interest Rate Cap is 6.5%. In order to achieve the Target Payment, the interest rate on the Mortgage must be reduced to 5.0%. The interest rate on the modified Mortgage will be fixed at 5.0% for the first five years and then increase by 1.0% in year 6 to 6.0%, and increase by 0.5% in year 7 to 6.5%. Thereafter, the interest rate will remain at 6.5% for the remaining term of the Mortgage.

The Mortgage is not eligible for a modification under HAMP if the Borrower's interest rate does not drop at least one-eighth of 1% (0.125%) without the modified monthly Mortgage payment ratio going below 31%.

If the Target Payment is reached based on a reduction to the interest rate and the Treasury NPV requirements set forth in Section 9205.8(a) are met, then the Servicer must prepare and send the Borrower the Trial Period Plan. If the Servicer is unable to achieve the Target Payment using Step 3, then the Servicer must consider extending the term of the Mortgage as provided in Step 4.

Step 4: Extend amortization term

The Servicer must extend the Mortgage term in one-month increments only to the extent necessary to achieve the Target Payment. However, the Servicer may not extend the term to allow more than 480 modified payments from the Modification Effective Date.

If the Target Payment is reached based on Steps 3 and 4 and the NPV requirements set forth in Section 9205.8(a) are met, then the Servicer must prepare and send the Borrower the Trial Period Plan using only these steps. If the Servicer is unable to achieve the Target Payment

using Step 4, then the Servicer must consider forbearance of part of the Mortgage principal as provided in Step 5.

Step 5: Partial principal forbearance

The Servicer must incrementally forbear a portion of the UPB in $100 amounts, only to the extent necessary, until the payment on the remaining interest-bearing balance creates the Target Payment. This process requires the Servicer to treat the debt as if it is composed of two separate balances: an interest-bearing amortizing principal balance and a deferred non-amortizing principal balance. The deferred principal balance, or principal forbearance balance, is non-interest-bearing and non-amortizing and will be due in the form of a balloon payment upon the earlier of transfer of all or a portion of the property, the payoff of the interest-bearing balance, or the new maturity date of the modified Mortgage.

Limitations on the amount of partial principal forbearance

When forbearing a portion of the UPB to achieve the Target Payment, Servicers may not forbear principal in an amount that exceeds the Forbearance Limit. The Forbearance Limit is equal to the greater of (i) 30% of the UPB of the Mortgage including the capitalization of arrearages **or** (ii) an amount resulting in a modified interest-bearing balance that would create a Mark-to-Market LTV Ratio equal to 100%.

If the amount of partial principal forbearance necessary to achieve the Target Payment is greater than the Forbearance Limit, then the Mortgage is not eligible for modification under HAMP and the Servicer must consider the Borrower for another alternative to foreclosure pursuant to the evaluation hierarchy set forth in Section 9201.2. The Servicer may not run the Treasury NPV Model in this instance.

Note: In accordance with Section 9205.9(d), Servicers may forbear principal in excess of the Forbearance Limit to achieve the Target Payment when determining the final amounts to be capitalized and preparing the Modification Agreement.

If the Target Payment is achieved while complying with the Forbearance Limit and complies with the NPV requirements set forth in Section 9205.8(a), then the Servicer must prepare and send the Borrower the HAMP Trial Period Plan Borrower Evaluation Notice.

Additional requirements

For Mortgages that have principal forbearance, the Servicer must make the authorized changes to the Modification Agreement. Refer to Section 9205.2 for information on authorized changes to the Modification Agreement.

Refer to Section 9205.13 for special investor reporting and remitting requirements.

Step 6: Non-qualified Borrowers

If the Target Payment cannot be achieved using Steps 2-5 above, or if the Mortgage is not eligible for a HAMP modification based on the Treasury NPV test result, or the Borrower

affirmatively rejects or does not accept the Trial Period Plan offer (e.g., fails to make the first Trial Period payment), the Servicer must consider the Borrower for the next available alternative to foreclosure pursuant to the evaluation hierarchy set forth in Section 9201.2 and offer the Borrower the option for which he or she may qualify.

If the Servicer is unable to offer the Borrower a HAMP modification or a different alternative to foreclosure under the Guide, the Servicer must provide the "Non-Approval, Proceed to, or Continue with, Foreclosure" Borrower Evaluation Notice set forth in Section 9102.5.

In addition, the Servicer must ensure that in Workout Prospector:

- All applicable fields in the HAMP data entry screens have been populated (including Escrow amounts and Treasury NPV values)
- The sequential process to achieve the Target Payment using steps 2-5 above ("the waterfall") has been executed
- The HAMP status has been saved to a "Draft - Borrower Declined Terms/Ineligible" status

(c) Total monthly debt payment-to-income ratio

Servicers must calculate the Borrower's total monthly debt payment-to-income ratio using monthly expenses verified by obtaining a credit report for each Borrower (or a joint report for co-Borrowers) that is not more than 90 days old as of the date the Servicer first determines the Borrower has submitted a completed Borrower Response Package), in addition to any monthly obligations provided by the Borrower either verbally or in writing. If the credit report is inconsistent with other information provided by the Borrower, the Servicer must use good business judgment in reconciling the inconsistency. (Note: Refer to Section 9205.7 for information on the seasoning requirements for credit scores used for the imminent default evaluation.)

The Servicer must calculate a total monthly debt payment-to-income ratio for each Borrower to whom a Trial Period Plan is being offered. For this purpose, the total monthly debt payment is the sum of the monthly charges for the following:

- PITIAS Payment (see Section 9205.1(a))
- Payments on all installment debts with more than 10 months of payments remaining, including debts that are in a period of either deferment or forbearance. When payments on an installment debt are not on the credit report or are listed as deferred, the Servicer must obtain documentation to support the payment amount included in the monthly debt payment. If no monthly payment is reported on a loan that is deferred or is in forbearance, the Servicer must obtain documentation verifying the proposed monthly payment amount, or use a minimum of 1.5% of the balance.

- Monthly payments on revolving or open-end accounts, regardless of the balance. In the absence of a stated payment, the payment will be calculated by multiplying the outstanding balance by 3%

- Monthly payment on a Home Equity Line of Credit (HELOC) must be included in the total monthly debt payment-to-income ratio using the minimum monthly payment reported on the credit report. If the HELOC has a balance but no monthly payment is reported, the Servicer must obtain documentation verifying the payment amount, or use a minimum of 1% of the balance.

- Alimony, child support and separation maintenance payments with more than 10 months of payments remaining

- Car lease payments, regardless of the number of payments remaining

- Aggregate negative net rental income from all Investment Properties owned

- Monthly mortgage payment for second home (principal, interest, taxes and insurance and, when applicable, ground rent, homeowner association dues, Condominium Unit or cooperative unit maintenance fees (excluding unit utility charges))

- Payments on any subordinate lien

- Payments for mortgage insurance premiums, if applicable

Credit counseling

Borrowers with a total monthly debt payment-to-income ratio (calculated as described above inclusive of the Target Payment) that is equal to or greater than 55% are required to enter a counseling program with a HUD-approved housing counseling agency as a condition for the modification.

Servicers must notify Borrowers with a total monthly debt payment-to-income ratio equal to or greater than 55% of the counseling requirement using the HAMP Counseling Referral Letter (see Section 9205.2), and must retain a copy of the HAMP Counseling Referral Letter provided to the Borrower in the Mortgage file.

The modification will not take effect until the Borrower provides a signed statement indicating that he or she will obtain counseling. The Modification Agreement that the Borrower must sign includes such a statement and will satisfy this requirement.

A list of HUD-approved counseling agencies is available at **http://www.hud.gov** or by calling the toll-free number at **1-800-569-4287**.

(d) Escrows

Unless prohibited by applicable law, an Escrow account must be created on the Mortgage when Escrows are not maintained on the existing Mortgage. Prior to or during the Servicer's determination of the Borrower's eligibility for HAMP, the Servicer must perform an Escrow analysis. The Servicer must then establish the Escrow account at the time the Trial Period Plan becomes effective.

Escrows advanced by the Servicer

Any advances previously made by the Servicer or any advances that will be made during the Trial Period to pay property taxes or insurance premiums must be capitalized in the modified UPB as long as they were or will be paid to third parties prior to the modification. The Servicer must take these capitalized amounts into consideration, including advances that will be made during the Trial Period, when determining Borrower eligibility under HAMP.

Servicers must use verified amounts due for taxes and insurance premiums when determining the final terms of the Modification Agreement.

Escrow reserve deficiencies

For taxes and insurance premiums that are not yet due before the Modification Effective Date, the Servicer must determine the amount needed to establish the Escrow account (Escrow shortage) that, together with the monthly Escrow payment included in the monthly Mortgage payment, will be sufficient to pay all future taxes and insurance premiums when they fall due.

The Borrower may either remit the Escrow shortage as a lump sum payment or as a Projected Monthly Escrow Shortage Payment paid as part of the Target Payment. This amount may not be capitalized in the UPB of the Mortgage.

If the Borrower elects to make Projected Monthly Escrow Shortage Payments, the amount must be spread equally over a 60-month period and be included when calculating the proposed Target Payment. The Servicer must prepare the HAMP Trial Period Plan Borrower Evaluation Notice based on this election.

Subsequent Escrow analyses

If the Borrower elected to pay the Escrow shortage described above over a 60-month period, the Servicer must take that into account in any subsequent Escrow analysis to ensure that the Borrower may continue to pay those amounts over the remaining months and not have the amounts accelerated or compressed into a new Escrow payment as a result of a future Escrow analysis. To facilitate this, Servicers may choose to spread any additional Escrow shortage as a result of a subsequent Escrow analysis over the remaining months of the 60-month period.

Example: The Escrow analysis completed at the beginning of the Trial Period indicates an Escrow shortage of $1,000 and the Borrower elected to pay this shortage over a 60-month period, which equaled a Projected Monthly Escrow Shortage Payment of $16.67 included as part of the proposed Target Payment. A subsequent Escrow analysis completed 12 months after the loan has been modified resulted in an additional Escrow deficiency of $500. The Servicer may spread this shortage amount of $500 over the remaining 48 months of the Escrow shortage payment period, which would result in a total monthly Escrow shortage payment of $27.09 to fund the Escrow account.

Remittance of Escrow if failure of Trial Period Plan

Once the Escrow account is established, the Borrower must continue to make monthly Escrow payments, even if the Borrower fails to comply with the Trial Period Plan and the Mortgage subsequently reinstates.

(e) Property valuation requirements

The Servicer must obtain a property valuation for each Mortgage under consideration for a modification under HAMP. The property value must be less than 90 days old on the date the Servicer evaluates the Borrower for a Trial Period Plan using the Treasury NPV Model. This value must be used to perform the NPV test and be input into Workout Prospector.

In the event the Servicer had previously obtained a Freddie Mac compliant property valuation (e.g., Freddie Mac-provided BPO, Freddie Mac-provided appraisal, or an appraisal in compliance with Chapter 5601), the Servicer is not required to obtain a new property valuation and may use the Freddie Mac compliant property valuation if it is less than 90 days old on the date the Servicer evaluates the Borrower for a Trial Period Plan using the Treasury NPV Model.

Notwithstanding the requirements in this section, the Servicer must ensure that the property value it obtains is based on a property valuation type consistent with the MI's property valuation requirements when the Mortgage is covered by mortgage insurance.

The Servicer represents and warrants that all information provided by the Servicer for the purpose of obtaining the property value, including the address of the Mortgaged Premises, is true, complete and accurate.

The Servicer must maintain the property valuation documentation to evidence compliance with this Section 9205.8(e).

With respect to the determination of property value for a modification, the Servicer has the following options:

When the Mortgage is secured by:	The Servicer may:
A 1- or 2-unit dwelling (excluding Manufactured Housing, a dwelling subject to a leasehold estate or a cooperative unit)	Choose one of the following options: **Option One: Home Value Explorer® (HVE®)** • The Home Value Explorer (HVE) point value estimate must be obtained through one of Freddie Mac's Home Value Explorer (HVE) distributors • The Servicer may use the Home Value Explorer (HVE) point value estimate provided it has a Forecast Standard Deviation (FSD) that is no greater than 0.20 (corresponding to a Confidence Level of "H" (high) or "M" (medium)) • Detailed information on Home Value Explorer (HVE) and Freddie Mac's distributors is available at: **http://www.freddiemac.com/hve/hve.html** **Option Two: Automated Valuation Model (AVM)** **1. Freddie Mac's BPOdirect® web site** • When an automated value is displayed in the BPOdirect "Auto Value" field, the Servicer may use that automated value in accordance with Section 2406.4 • Detailed information on BPOdirect is available at **https://www.bpodirect.com** **2. Freddie Mac's AVM report** • The AVM report is limited to Mortgages that are more than 30 days delinquent When an automated value is displayed in the "Current AVM Value" field in the report provided by Freddie Mac at **http://www.freddiemac.com/singlefam**

	ily/service/mha_modification.html, the Servicer may use that automated value. Servicers may access the AVM report using their Mortgage Servicing products user ID and password. This report will be updated by the last Friday of each month.
When the Mortgage is secured by:	**The Servicer must:**
A 3- or 4-unit dwelling, a Manufactured Home, a dwelling subject to a leasehold estate or a cooperative unit Or A 1- or 2-unit dwelling and an HVE point value estimate or automated value is not available or does not meet the requirements in Option One or Option Two above	Order a BPO/property valuation through Freddie Mac's BPOdirect web site at https://www.bpodirect.com in accordance with Section 2406.4. Note: Consistent with the requirement in Section 8101.1 to act in the most timely, efficient and responsible manner to protect Freddie Mac's interests, a Servicer may not order a BPO through BPOdirect for a 1- or 2-unit dwelling if the Servicer is permitted to use an available HVE point value estimate or automated value in accordance with the requirements of Option One or Option Two above.

(f) Workout Prospector

Servicers must use Workout Prospector for all Mortgages for which Borrowers are being evaluated for a Trial Period Plan and modification under this chapter. Servicers represent and warrant that they will only use Workout Prospector for the purpose of modifying Freddie Mac Mortgages and not mortgages owned by other investors. Moreover, both the input and output of Workout Prospector is considered Freddie Mac confidential information that the Servicer agrees not to disclose to third parties, except as authorized by Freddie Mac. Servicers using Workout Prospector are deemed to be bound by all of the provisions of the Workout Prospector User Agreement, included in this Guide as Exhibit 86, to the same degree as if they had signed such Agreement as a "User."

Servicers must use Workout Prospector for any Mortgage that meets the eligibility requirements in Section 9205.4.

Once the Servicer has initially determined that the Borrower meets the eligibility requirements specified above and has sufficient information to underwrite the Borrower, the

Servicer must access the Workout Prospector application and submit all required data for Borrowers under consideration for a modification under HAMP:

- Servicers must ensure that the evaluation date in Workout Prospector accurately reflects the date of the initial evaluation of the Mortgage
- For Borrowers who are current or less than 60 days delinquent, the Servicer must first evaluate the Borrower for imminent default in accordance with Section 9205.7 and enter the Imminent Default Indicator result and the Imminent Default Hardship reason, if applicable, into Workout Prospector
- If a Borrower is 60 or more days delinquent, or current or less than 60 days delinquent and determined to be in imminent default, the Servicer must calculate the Borrower's Target Payment and determine the modification terms in accordance with the sequential process (the waterfall) provided in Section 9205.8.
- Once the Servicer has calculated the proposed modification terms, the Servicer must ensure the terms are in compliance with the Forbearance Limit in accordance with Section 9205.8 and then evaluate those terms using the Treasury NPV Model in accordance with Section 9205.8. The Treasury NPV test result must be entered into Workout Prospector.
- If the Servicer is able to obtain a Target Payment that complies with the Forbearance Limit and the Treasury NPV requirements in Section 9205.8, then the Servicer must ensure that the terms in Workout Prospector reflect the Servicer's underwriting of the modification in accordance with the requirements of this Chapter 9205 and then save the data for the Mortgage by changing the status to "Trial Period Verified Income – Approve" status to reflect the Servicer's approval of the Borrower for a HAMP Trial Period Plan
- If the Servicer is unable to achieve a Target Payment, the proposed modified terms violate the Forbearance Limit, or the Treasury NPV test result is negative, or the Servicer determines that a Borrower that is current or less than 60 days delinquent is not in imminent default, then the Servicer must select the "Trial Period Verified Income - Borrower Declined Terms/Ineligible" status. The Servicer must also select at least one "Declined Reason" from the options provided.
- Upon successful completion of the Trial Period, the Servicer must update the principal balance as of the Modification Effective Date and any applicable fields to reflect the final amounts that must be capitalized in accordance with Section 9205.9(d). Upon receipt of the signed Modification Agreement from the Borrower, the Servicer must change the status to "HAMP Modification Approve" and enter the final terms of the Modification Agreement onto the "Loan Modification Settlement" screen in Workout Prospector and submit the data to Freddie Mac.

The Servicer must confirm that the terms reflected in Workout Prospector and the terms reflected on the Trial Period Plan or Modification Agreement match and that both accurately reflect the Servicer's underwriting of the Borrower, in accordance with the requirements of this Chapter 9205. If a Servicer is unable to complete a submission of a Trial Period Plan or

Modification Agreement via Workout Prospector, the Servicer should contact (800) FREDDIE and select option four for Servicing.

Accuracy of data

Workout Prospector requires the submission of specific data elements in order to return a suggested workout solution. Complete details of the required data fields as well as the data field specifications can be found on Freddie Mac's secure web site at **https://www.freddiemac.com/slearnctr/hamp/index.html**. The Servicer represents and warrants that all data input into Workout Prospector is true, complete and accurate and that all data is entered correctly.

Delegation of authority to the Servicer

The Servicer may not deem Freddie Mac to have reviewed the terms of a Trial Period Plan or Modification Agreement for compliance with the Servicer's obligations under the Guide or other Purchase Documents or to have approved a Trial Period Plan or modification or their terms based on the Servicer's use of Workout Prospector including, without limitation:

- Workout Prospector's generation of terms of a Trial Period Plan or Modification Agreement
- Freddie Mac's settlement on its systems of a modification entered into by the Servicer under its delegated authority, or
- Freddie Mac's notification that the modification has been processed in Freddie Mac's systems via the Loan Modifications Processed report

Use of Servicer proprietary system

Servicers may use their own proprietary or third-party system to generate the terms of the Trial Period Plan and the Modification Agreement; however, these terms constitute confidential Freddie Mac data and must be entered in its entirety into Workout Prospector (i.e., the Servicer must input required data at the time of initial evaluation of the Mortgage for HAMP and continuously throughout the modification process into Workout Prospector). Servicers must structure the terms of a HAMP Trial Period Plan and Modification Agreement in accordance with the results generated by Workout Prospector are the same as the terms reflected in the HAMP Trial Period Plan Notice or Modification Agreement. If the results reflected in Workout Prospector are different than the Servicer's results, the Servicer must update the data in Workout Prospector to ensure that it matches the terms of the HAMP Trial Period Plan or Modification Agreement, which, in turn, must accurately reflect the underwriting requirements of this Chapter 9205, prior to sending out the HAMP Trial Period Plan Borrower Evaluation Notice or Modification Agreement to the Borrower.

General information

- A secure user ID and password are required to access Workout Prospector. To obtain access or add additional users, Servicers must complete and submit the signup form provided on **http://www.freddiemac.com/singlefamily/service/wp2order.html.**

- A Workout Prospector Users' Guide with detailed instructions for transmitting and processing Mortgages under consideration for the HAMP is available via Freddie Mac's secure web site at **https://www.freddiemac.com/slearnctr/hamp/index.html**

- Servicers may import information into Workout Prospector via a batch process; however, Servicers must manually select and save the HAMP status for each individual Mortgage through Workout Prospector once the data has been imported. The bulk upload system specifications can be found on Freddie Mac's web site, which Servicers can access by visiting Freddie Mac's secure HAMP web site at **https://www.freddiemac.com/slearnctr/hamp/index.html**.

Use of Workout Prospector when pursuing other alternatives to foreclosure

Servicers must also use Workout Prospector to structure other Freddie Mac alternatives to foreclosure (with the exception of short-term and long-term forbearance plans) in the following instances:

- Mortgages for which the Borrower failed the HAMP Trial Period

- Mortgages that did not qualify for HAMP

- Mortgages for which the Borrower did not accept the terms of the Trial Period Plan or Modification Agreement under HAMP

9205.9: Modification process for HAMP (03/02/16)

Servicers must utilize a two-step process for modifications under HAMP. The first step is to send the Borrower a HAMP Trial Period Plan Notice that describes the terms of the Trial Period and the conditions upon which the Borrower's Mortgage may be modified. The Servicer must perform this step once the Servicer has determined using the sequential process described in Section 9205.8(b) that the Borrower qualifies for a modification under HAMP. During the Trial Period the Borrower will be required to make payments at the estimated modified payment amount.

The second step involves sending the Borrower a Modification Agreement. The Servicer must calculate the terms of the modification once all final amounts that must be capitalized are known.

This section describes the following requirements for offering and processing the HAMP Trial Period Plan Notice and the Modification Agreement:

- Processing the Trial Period Plan offer

- Execution of HAMP documents
- Requirements during the Trial Period
- Conversion to permanent modification
- Authorized changes to the Modification Agreement
- Loan modification documents and settlement data submissions
- Post-settlement discrepancies

(a) Processing the Trial Period Plan offer

If the Borrower qualifies for a modification under HAMP, the Servicer must offer the Borrower a Trial Period Plan.

Within five days of an evaluation decision, but no later than 30 days following receipt of the complete Borrower Response Package, the Servicer must send the Borrower a Borrower Evaluation Notice indicating the outcome of its decision. If the Borrower is approved for a HAMP Trial Period Plan the Servicer must send the Borrower a HAMP Trial Period Plan Notice.

- **Texas Equity Section 50(a)(6) Mortgages**

  Refer to Section 9206.13(f) for information regarding the modification of Texas Equity Section 50(a)(6) Mortgages.

- **The HAMP Trial Period Plan Notice**

  The HAMP Trial Period Plan Notice communicates the decision to the Borrower and includes:

  - Servicer contact information including a toll-free telephone number
  - A statement that the Borrower may indicate an intent to accept the HAMP Trial Period Plan offer either verbally or in writing by no later than an acceptance deadline date, which must be 14 days from the date of the offer for purposes of suspending foreclosure proceedings or a pending foreclosure sale
  - A statement that the Borrower will be considered to legally accept the HAMP Trial Period Plan offer by timely making the first Trial Period Payment
  - The next steps to complete the permanent modification

  A model letter describing such notice is included in Exhibit 93, Evaluation Model Clauses.

- **Authorized changes to the HAMP Trial Period Plan Notice**

  When preparing the HAMP Trial Period Plan Notice, the Servicer must make certain authorized changes to the HAMP Trial Period Plan Notice as required in Section 9205.2. In addition, the Servicer must determine the Trial Period Plan Effective Date and the due date of the first Trial Period payment in accordance with the following instructions:

If the Servicer sends the HAMP Trial Period Plan Notice to the Borrower:	**… then the Trial Period Plan Effective Date and the due date of the first Trial Period 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

  For example, if the Servicer sends the Trial Period Plan to the Borrower on June 10, the Trial Period Plan Effective Date and first Trial Period payment due date are both July 1. If the Servicer sends the Trial Period Plan to the Borrower on June 17, the Trial Period Plan Effective Date and first Trial Period payment due date are both August 1.

  Notwithstanding the requirement above, after the HAMP Trial Period Plan Notice was sent to the Borrower, the Servicer may commence the Trial Period on the first day of the next month if the Borrower consents to commence the Trial Period earlier than the effective date requirements set forth above.

  If the Borrower fails to submit the first Trial Period payment on or before the last day of the first Trial Period Month (e.g., on or before July 31st in the first example above) the Servicer ***must*** consider the Trial Period Plan offer to be rejected by the Borrower. In such a case, the Borrower is ineligible to be considered for a HAMP Trial Period Plan in the future. See Section 9205.4(b) and must be considered for other alternatives to foreclosure in accordance with the hierarchy in Section 9201.2.

- **The HAMP Counseling Referral Letter** if the Borrower's total monthly debt payment-to-income ratio is equal to or greater than 55%. For information about the HAMP Counseling Referral Letter, see Section 9205.8(c).

The Servicer must retain a copy of the HAMP Trial Period Plan Notice in the Mortgage file and note the date that it was sent to the Borrower.

Borrower acceptance of offer

A Borrower's verbal or written notification to the Servicer indicating acceptance of a Trial Period Plan offer within 14 days of the date of the offer constitutes sufficient acceptance solely for purposes of suspending foreclosure referral or sale in accordance with Sections 9301.6, 9301.7 and 9301.28.

For purposes of legal acceptance, Borrowers are not required to sign or return the HAMP Trial Period Plan Notice. Timely receipt of the first payment due under the HAMP Trial Period Plan Notice is evidence of the Borrower's acceptance of the Trial Period Plan terms and conditions. The Servicer must receive the Borrower's first Trial Period payment on or before the last day of the month in which the Trial Period Plan Effective Date occurs (Trial Period Plan Offer Deadline). Otherwise, the Servicer must consider the Trial Period Plan offer to have expired.

(b) Execution of HAMP documents

All Borrowers and any other signatory to the Security Instrument must sign the Modification Agreement and all other required HAMP documents except the following:

- A Borrower, co-Borrower or any signatory to the Security Instrument who is deceased, as evidenced by a death certificate, or an obituary or newspaper article reporting the death

- A Borrower, co-Borrower or any signatory to the Security Instrument who is divorced or legally separated from another party, as evidenced by a divorce decree signed by the court or court filed separation agreement, except for the Borrower or co-Borrower retaining possession and title to the property

- A Borrower, co-Borrower or any signatory to the Security Instrument who is unrelated by marriage, civil union or similar domestic partnership under applicable law and who purchased or owned the property and has since vacated and no longer occupies the property, provided the remaining Borrower submits a copy of a recorded quit claim deed evidencing that the departed party has relinquished all rights to the property; or

- Any signatory to a Security Instrument who is not a Borrower obligated on the Note provided the Security Instrument contains a provision that authorizes any Borrower to modify the terms of the Security Instrument or the Note without such signatory's consent

Servicers may evaluate requests on a case-by-case basis when the Borrower is unable to sign due to circumstances such as mental incapacity, military deployment, etc. Furthermore, a Borrower may elect to add a new co-Borrower, provided the new co-Borrower occupies the property as a Primary Residence.

For Mortgages secured by a property owned by an eligible Living Trust, the Borrower must sign all HAMP-related documents in both an individual capacity and as trustee of the Living Trust. The Servicer must also make certain authorized changes to the Modification Agreement. (Refer to Section 9205.2 for information on authorized changes to the Modification Agreement.)

(c) Requirements during the Trial Period

The first Trial Period payment is due by the Trial Period Plan Offer Deadline. The Servicer must require the Borrower to remit timely payments. Each Trial Period payment must be received no later than the last day of the month in which the Trial Period payment is due. Borrowers who fail to make timely Trial Period payments are considered to have failed the Trial Period and are not eligible for a HAMP modification. Servicers must use good business judgment in determining whether Trial Period payments were received timely or if mitigating circumstances caused the payment to be late. Exceptions must be documented in the Servicer's records.

Although the Borrower may make scheduled Trial Period payments earlier than expected, under HAMP, the payments may not result in acceleration of the Modification Effective Date.

During the Trial Period, Servicers must service the Mortgage consistent with the Servicing requirements for Mortgages on a forbearance plan, except as set forth in this chapter. In addition, the Servicer must:

- Continue to report and remit to Freddie Mac in accordance with the investor reporting and remitting requirements set forth in the Guide, which include the advancing of scheduled interest (and principal, if applicable) under the existing Mortgage terms to Freddie Mac, provided that the Servicer has not inactivated the Mortgage

- Credit to an unapplied or suspense funds account, payments made by the Borrower during the Trial Period. Once enough funds have accumulated in the unapplied or suspense funds account to satisfy the oldest delinquent payment due under the existing Mortgage terms (including applying the portion of the Trial Period payment allocable to escrowed items to the existing or newly established Escrow account provided those amounts were due at the time of the oldest delinquent payment due), the Servicer must apply the payment in accordance with the current Note and Security Instrument.

Late charges may accrue during the Trial Period subject to the requirements of Section 9102.2. However, all accrued and unpaid late charges must be waived in the event the Mortgage is modified.

For additional requirements related to foreclosure actions and Borrowers in bankruptcy, refer to Section 9205.10.

Refer to Section 9205.14 for special EDR requirements during the Trial Period.

(i) Changes to tax and insurance premium payments

If there are changes in a Borrower's tax and insurance premium payments after the Borrower has been qualified for a Trial Period Plan, the Servicer is not required to re-

qualify the Borrower based on the subsequent changes in taxes and insurance. However, the Servicer must provide written notice to the Borrower that explains the impact of the new Escrow payment on the modification.

(ii) Special credit reporting requirements

The Servicer must continue to report a "full-file" status report to the four major credit repositories for each loan under HAMP in accordance with credit bureau standards as provided by the Consumer Data Industry Association (CDIA).

"Full-file" reporting means that the Servicer must describe the exact status of each Mortgage it is Servicing as of the last Business Day of each month.

(d) Conversion to permanent modification

(i) Determining final amounts to be capitalized

Once the Servicer knows the final amounts that must be capitalized, the Servicer must recalculate the final modification terms using the Borrower's verified income and prepare the Modification Agreement. (Pursuant to Section 9205.1, Servicers must use the Freddie Mac Weekly Primary Mortgage Market Survey® Rate as of the date that the Modification Agreement is prepared rounded to the nearest one-eighth of 1% (0.125%).)

If there is any remaining balance of payments made by the Borrower in the unapplied or suspense funds account at the end of the Trial Period that is insufficient to satisfy the oldest delinquent payment due under the existing Mortgage terms, the Servicer must apply this balance in accordance with the Security Instrument towards the outstanding arrearages on the Mortgage before such amounts are capitalized. Any excess funds remaining after the Trial Period must not be returned to the Borrower regardless of whether or not the Mortgage is modified.

The Servicer, only when determining the final capitalized amount to prepare the Modification Agreement, may forbear principal beyond the Forbearance Limit, but only to the additional extent necessary to achieve the Target Payment as a result of unanticipated capitalization amounts.

(ii) Preparing the Modification Agreement

A Servicer should allow sufficient processing time to prepare the Modification Agreement and provide it to the Borrower for execution, so that the Borrower has sufficient time to return it to the Servicer and make the first modified payment by its due date, which is the first day of the month following the final Trial Period month. A Servicer may not submit an official loan set up record to the Program Administrator to report the permanent modification until the Servicer has obtained a fully executed Modification Agreement.

To prepare the Modification Agreement, the Servicer must:

- Prepare the Modification Agreement in accordance with Section 9206.12(1) and revise it as necessary to comply with federal, State and local law. The modification agreement must not include any language that requires the Borrower to waive rights he or she may have under applicable law, including the Consumer Credit Protection Act, as a condition of the modification.

- The Servicer must also ensure that the Mortgage, whether during the Trial Period or upon modification, retains its First Lien position and is fully enforceable in accordance with Section 9206.12(1). The Servicer does not need to obtain a subordination agreement from any junior lien holder unless the title insurer requires it to issue a title endorsement. If the Servicer is unable to obtain a title policy endorsement, if required, the Servicer must not send the Borrower a Modification Agreement. (Refer to Section 9205.2 for authorized changes to the Modification Agreement.)

- Set the Modification Effective Date in the Modification Agreement and the due date of the first payment due after the Trial Period (the "First Modified Payment") to be the first day of the month following the end of the Trial Period. The new interest rate and new principal balance on the modified Mortgage are effective retroactive to the first day of the last month of the Trial Period (i.e., which is exactly one month prior to the First Modified Payment date to allow for payment of interest in arrears). (See below for information on the "interim month option.")

- Mail the Borrower two unsigned copies of the Modification Agreement, together with any applicable disclosures, and provide the Borrower the date by which the Borrower must sign and return the two executed Modification Agreements (and disclosures, if applicable), which must be no more than 14 calendar days from the date the Servicer sent the Modification Agreement. The Borrower must sign both copies of the Modification Agreement and return them to the Servicer. Once the Borrower has made the last required monthly payment due during the Trial Period and otherwise remains in compliance with the terms of the Trial Period Plan, the Servicer must sign the two Modification Agreements, and return one Modification Agreement with all signatures to the Borrower in order for the modification to take effect.

(iii)Real Estate Fraud Certification

For HAMP modifications completed on or after April 1, 2015, the Servicer may, but is not required to, include Form 720, Real Estate Fraud Certification, when mailing the Modification Agreement to the Borrower. If the Servicer elects to include Form 720, the Servicer must instruct the Borrower that to be eligible for the HAMP Year Six Pay for Performance incentive the Borrower must execute Form 720 and return it to the Servicer on or before the later of (i) the sixth anniversary of the Trial Period Plan Effective Date, or (ii) January 1, 2016. In addition, it must be clearly communicated to the Borrower that

eligibility for and settlement of the modification is not contingent on the submission of an executed Form 720.

(iv) Interim month option

In the event the Borrower does not pay the final Trial Period payment on or before the due date set forth in the HAMP Trial Period Plan Notice, then the Servicer may, at its option, prepare the Modification Agreement such that the Modification Effective Date and the date the First Modified Payment is due is the first day of the second month following the final Trial Period month. However, in this case interest will not begin to accrue at the modified interest rate on the modified principal balance until the first day of the month following the final Trial Period month to accommodate the First Modified Payment's payment of interest in arrears ("interim month option").

For example, if the final Trial Period payment is due March 1 and the Servicer elects the option described above, the Borrower is not required to make any payment during April, and the First Modified Payment under the Modification Agreement is due on May 1. During the month of March, interest will accrue at the current rate under the current loan documents. The modified interest rate and the modified principal balance will take effect on April 1. The First Modified Payment due on May 1 will pay interest in arrears that accrued during April on the modified principal balance at the modified interest rate.

If the Servicer elects this option, the Borrower will not be required to make an additional Trial Period payment during the month (the "interim month") between the final Trial Period month and the month in which the First Modified Payment is due. The Borrower will not be entitled to accrue incentive compensation for the interim month if he or she does not submit funds in an amount that is at least equivalent to the Trial Period payment during the interim month. (See Sections 9205.12(a) and (b).)

A Servicer must treat all Borrowers the same in applying this option by selecting, in its discretion and evidenced by a written policy, the date by which the final Trial Period payment must be submitted ("cutoff date") before the Servicer applies this option. The cutoff date must be after the due date for the final Trial Period payment as set forth in the HAMP Trial Period Plan Notice.

In the event the Borrower does not submit funds during the interim month, the effects of the interim month and attendant capitalization of arrearages on the terms of the Modification Agreement may not alter the Servicer's previous determination of the Borrower's eligibility.

The Servicer must modify the Home Affordable Modification Agreement Cover Letter to inform the Borrower of (i) the delay of the Modification Effective Date and First Modified Payment due date by one month and (ii) the effects of the interim month, including, but not limited to, the delay in the effective date of the modified interest rate, any increase in the delinquent interest capitalized, and the loss of one month's accrual of

the incentive payment if the Borrower does not submit additional funds in an amount that is at least equivalent to the Trial Period payment during the interim month.

(v) Interim month reporting

If the Servicer elects to use the interim month option in accordance with the requirements under this Section 9205.9(d), the Servicer must report the interim month to Freddie Mac through EDR. In doing so, the Servicer must report default action code "09" with default reason code "HMP" and report the Trial Period Plan Effective Date as the default action date until the codes would no longer apply once the Mortgage is modified.

Refer to Section 9102.7 for information on EDR and Exhibit 82, Electronic Default Reporting Transmission Code List, for descriptions of the default action codes and default reason codes.

(e) Loan modification documents and settlement data submissions

After the Servicer has sent a fully executed Modification Agreement to the Borrower as required in subsection (d) (ii), the Servicer must submit the second fully executed Modification Agreement to its Document Custodian as follows:

- If the Modification Agreement must be recorded (see subsection (d) and Section 9206.12):
  - Submit the second fully executed original Modification Agreement for recordation within one Business Day of receiving either the Borrower executed Modification Agreement or the final Trial Period payment, whichever is later
  - If the original Security Instrument was registered with MERS®, execute the Modification Agreement on behalf of MERS
  - Within 25 days of receiving it from the Borrower, send a certified copy of the fully executed Modification Agreement to the Document Custodian to be maintained with the Note
  - Send the Modification Agreement that is returned from the recorder's office to the Document Custodian within five Business Days of receiving it
- If recordation is not required, send the fully executed Modification Agreement to the Document Custodian within 25 days after receiving it from the Borrower
- Retain a copy of the fully executed Modification Agreement in the Mortgage file
- Complete the "Loan Modification Settlement" screen in Workout Prospector and transmit the status for all Mortgages due for settlement into Workout Prospector no later than the 4th Business Day of the month in which the First Modified Payment is due. When submitting the data entered on the "Loan Modification Settlement" screen, the Servicer

must comply with the instructions for the HAMP modification set forth in the Workout Prospector Users' Guide.

By completing the "Loan Modification Settlement" screen in Workout Prospector and submitting the data for Mortgages modified under HAMP, the Servicer represents and warrants to Freddie Mac that it has completed the "Loan Modification Settlement" screen in Workout Prospector in accordance with the HAMP instructions set forth in the Workout Prospector Users' Guide and that all information set forth on the "Loan Modification Settlement" screen is accurate. In completing the "Loan Modification Settlement" screen, the Servicer represents and warrants that:

- The "Current UPB (pre-modification)" and the DDLPI entered on the "Loan Modification Settlement" screen match the UPB and DDLPI reported to Freddie Mac as of the last Accounting Cycle Cutoff in the month prior to the First Modified Payment due date

- The "Interest-Bearing Modified UPB" and the "Deferred Non-Interest-Bearing UPB," if applicable, entered on the "Loan Modification Settlement" screen, when added together, equal the principal balance due as of the Modification Effective Date and must match the "New Principal Balance" in Section 3.B. of the Modification Agreement

- The data entered on the "Loan Modification Settlement" screen matches the terms of the Modification Agreement as determined by the Servicer and those terms comply with the underwriting requirements of this Chapter 9205. Pursuant to Section 9205.8(f), the Servicer must enter the data into Workout Prospector as required and submit the transaction with the Servicer's results.

In its sole discretion, Freddie Mac may choose not to accept any HAMP modification and data related to such modification for settlement undertaken by the Servicer where required settlement documentation is not provided in accordance with the time frame set forth above or that otherwise does not comply with the underwriting requirements of this Chapter 9205. If Freddie Mac does accept a HAMP modification for settlement, such acceptance does not waive any rights Freddie Mac may have available under the Guide or other applicable Purchase Documents including, without limitation, the right to withhold workout compensation for any modifications undertaken by the Servicer where required settlement documentation or accurate settlement data is not provided in accordance with the time frame set forth above or the terms of the modification do not comply with the underwriting requirements of the Guide or other applicable Purchase Documents.

Once the data entered onto the "Loan Modification Settlement" screen has been submitted to Freddie Mac, Servicers should monitor the status of the modification in Workout Manager®, which is accessible from Freddie Mac's Servicing Technology Tools web page at **http://www.freddiemac.com/singlefamily/service/**. All Mortgages that are scheduled to be processed in Freddie Mac's systems will appear on the Modifications Pending Update report in Workout Manager. Servicers will need a secure user ID and password to access this application. If Servicers do not currently have a user ID and

password, they may request access by completing and submitting the Servicing Applications Sign-Up Form, which is also available on the web page.

In addition, Freddie Mac will notify Servicers that the modification has been processed in Freddie Mac's systems via the Loan Modifications Processed report. If a Servicer attempts to report a monthly loan-level transaction on a Mortgage based on the modified terms prior to the modification being processed in Freddie Mac's systems, the Servicer will not be able to successfully complete the transaction.

- Submit the transaction to the Program Administrator. (Refer to Section 9205.14 for additional information on reporting loan-level data to the Program Administrator.)

- Comply with the reporting and remitting requirements set forth in Section 9206.18 to complete the loan modification. Freddie Mac will enter a credit for its proportionate share of the capitalized amount, if applicable, on the Adjustment line of the Servicer's Monthly Account Statement (MAS) plus an adjustment for any miscellaneous interest on a modified Mortgage that is settled after the month in which the First Modified Payment is due.

(f) Post-settlement discrepancies

The Servicer must report any post-settlement discrepancies to Freddie Mac by submitting Form 1205, Post-Settlement Correction Request, within 30 days following the close of Freddie Mac's loan modification update cycle.

Freddie Mac will respond to the Servicer within 30 calendar days of receipt of the Servicer's submission.

9205.10: Foreclosure actions and Borrowers in bankruptcy (03/02/16)

Refer to Bulletin 2016-2, which announced revisions to mortgage modification requirements for Mortgages in bankruptcy plans that may be implemented prior to the mandatory implementation of the June 1, 2016 effective version of this section.

This section describes the requirements for:

- The initiation and continuation of foreclosure actions

- Extending HAMP to Borrowers who have filed for bankruptcy court protection

(a) Foreclosure actions

In addition to the requirements set forth below, Servicers must refer to and comply with the requirements of Chapter 9301 with regards to:

- Foreclosure initiation and suspension
- Pre-foreclosure referral account review
- A Servicer's obligation for evaluating Borrowers who submit complete Borrower Response Packages 37 days or less prior to a scheduled foreclosure sale date
- Pre-foreclosure sale account review
- Certification prior to foreclosure sale

Halt of existing foreclosure actions during a Trial Period

With respect to a Borrower who indicates an intent to accept a Trial Period Plan within the 14 day Borrower Response Period or who accepts a Trial Period Plan by submitting the first Trial Period payment in a timely manner, the Servicer shall, immediately and for the duration of the Trial Period, take those actions within its authority that are necessary to halt further activity and events in the foreclosure process, whether judicial or non-judicial, including but not limited to refraining from scheduling a sale or causing a judgment to be entered.

The Servicer shall not be in violation of this requirement to the extent that:

(a) A court with jurisdiction over the foreclosure proceeding (if any), or the bankruptcy court in a bankruptcy case, or the public official charged with carrying out the activity or event, fails or refuses to halt some or all activities or events 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

(b) The Servicer must take some action to protect the interests of Freddie Mac in response to action taken by the Borrower or other parties in the foreclosure process; or

(c) There is not sufficient time following the Borrower's acceptance of the Trial Period Plan for the Servicer to halt the activity or event, provided that in no event shall the Servicer permit a sale to go forward

The Servicer must document in the Mortgage file if any of the foregoing exceptions to the requirement to halt an existing foreclosure action are applicable.

Recommencement and/or initiation of collection efforts and foreclosure actions

A Borrower is considered to have failed a Trial Period Plan if the Borrower fails to:

- Make a Trial Period payment by the last day of the month in which the payment is due
- Comply with the terms of the Trial Period Plan; or

- Execute and return the modification agreement within the applicable 14 day time frame set forth in Section 9205.9(d)

If the Borrower fails the Trial Period Plan, the Servicer must begin or recommence collection efforts in accordance with Section 9102.4 or, if applicable, recommence any suspended foreclosure action or proceeding. The Servicer must report any initiated or resumed collection and foreclosure activity through EDR. See Section 9102.7 for information on EDR.

(b) Borrowers in bankruptcy

Borrowers in active Chapter 7 or Chapter 13 bankruptcy cases must be considered for HAMP if the Borrower, Borrower's counsel or bankruptcy trustee submits a request to the Servicer. With the Borrower's written permission that is provided to the Servicer, a bankruptcy trustee may contact the Servicer to request a HAMP modification. Servicers are not required to solicit these Borrowers proactively for HAMP.

Borrowers filing for bankruptcy during the Trial Period

Borrowers who are in a Trial Period Plan and subsequently file for bankruptcy may not be denied a HAMP modification on the basis of the bankruptcy filing. The Servicer and its counsel must work with the Borrower or Borrower's counsel to obtain any court and/or trustee approvals required in accordance with local court rules and procedures. Servicers should extend the Trial Period Plan as necessary to accommodate delays in obtaining court approvals or receiving a full remittance of the Borrower's Trial Period payments when they are made to a trustee, but must not extend the Trial Period beyond nine months, resulting in a total twelve-month Trial Period. In the event of a Trial Period extension, the Borrower must make a Trial Period payment for each month of the Trial Period, including any extension month, in order to remain eligible for a HAMP modification. See Section 9205.14(a) for information on reporting an extended Trial Period Plan via EDR.

- **Chapter 13 bankruptcy**

  When a Borrower in an active Chapter 13 bankruptcy is in a Trial Period Plan and the Borrower has made post-petition payments on the Mortgage in the amount required by the Trial Period Plan, a Servicer must not object to confirmation of a Borrower's Chapter 13 plan, move for relief from the automatic bankruptcy stay, or move for dismissal of the Chapter 13 case on the basis that the Borrower paid only the amounts due under the Trial Period Plan, as opposed to the non-modified Mortgage payments.

  The Servicer must work with the bankruptcy counsel to obtain bankruptcy court and/or trustee approval, as necessary, to release the Mortgage from the bankruptcy plan on or before the first modified payment due date under the modification agreement. If the court or trustee does not approve in a timely manner, the Servicer may enter into the modification agreement provided the Servicer documents the Mortgage file to reflect that

the release of the Mortgage from the bankruptcy plan was unsuccessful despite its best efforts.

- **Chapter 7 bankruptcy**

  Borrowers who have received a Chapter 7 bankruptcy discharge in a case involving the Mortgage and who did not reaffirm the Mortgage debt under applicable law, are eligible for HAMP. Refer to Section 9205.2 for more information regarding authorized changes to the Modification Agreement related to a Chapter 7 bankruptcy.

  Note: If the Borrower filed the bankruptcy pro se (without an attorney), it is recommended that the Servicer provide information relating to the availability of a HAMP modification to the Borrower with a copy to the bankruptcy trustee. Servicers must consult their legal counsel for appropriate language.

9205.10: Foreclosure actions and Borrowers in bankruptcy (Future effective date 06/01/16)

This section describes the requirements for:

- The initiation and continuation of foreclosure actions
- Extending HAMP to Borrowers who have filed for bankruptcy court protection

(a) Foreclosure actions

In addition to the requirements set forth below, Servicers must refer to and comply with the requirements of Chapter 9301 with regards to:

- Foreclosure initiation and suspension
- Pre-foreclosure referral account review
- A Servicer's obligation for evaluating Borrowers who submit complete Borrower Response Packages 37 days or less prior to a scheduled foreclosure sale date
- Pre-foreclosure sale account review
- Certification prior to foreclosure sale

Halt of existing foreclosure actions during a Trial Period

With respect to a Borrower who indicates an intent to accept a Trial Period Plan within the 14 day Borrower Response Period or who accepts a Trial Period Plan by submitting the first Trial Period payment in a timely manner, the Servicer shall, immediately and for the duration

of the Trial Period, take those actions within its authority that are necessary to halt further activity and events in the foreclosure process, whether judicial or non-judicial, including but not limited to refraining from scheduling a sale or causing a judgment to be entered.

The Servicer shall not be in violation of this requirement to the extent that:

(a) A court with jurisdiction over the foreclosure proceeding (if any), or the bankruptcy court in a bankruptcy case, or the public official charged with carrying out the activity or event, fails or refuses to halt some or all activities or events 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

(b) The Servicer must take some action to protect the interests of Freddie Mac in response to action taken by the Borrower or other parties in the foreclosure process; or

(c) There is not sufficient time following the Borrower's acceptance of the Trial Period Plan for the Servicer to halt the activity or event, provided that in no event shall the Servicer permit a sale to go forward

The Servicer must document in the Mortgage file if any of the foregoing exceptions to the requirement to halt an existing foreclosure action are applicable.

Recommencement and/or initiation of collection efforts and foreclosure actions

A Borrower is considered to have failed a Trial Period Plan if the Borrower fails to:

- Make a Trial Period payment by the last day of the month in which the payment is due
- Comply with the terms of the Trial Period Plan; or
- Execute and return the modification agreement within the applicable 14 day time frame set forth in Section 9205.9(d)

If the Borrower fails the Trial Period Plan, the Servicer must begin or recommence collection efforts in accordance with Section 9102.4 or, if applicable, recommence any suspended foreclosure action or proceeding. The Servicer must report any initiated or resumed collection and foreclosure activity through EDR. See Section 9102.7 for information on EDR.

(b) Borrowers in bankruptcy

Borrowers in active Chapter 7 or Chapter 13 bankruptcy cases must be considered for HAMP if the Borrower, Borrower's counsel or bankruptcy trustee submits a request to the Servicer. With the Borrower's written permission that is provided to the Servicer, a bankruptcy trustee may contact the Servicer to request a HAMP modification. Servicers are not required to solicit these Borrowers proactively for HAMP.

Borrowers filing for bankruptcy during the Trial Period

Borrowers who are in a Trial Period Plan and subsequently file for bankruptcy may not be denied a HAMP modification on the basis of the bankruptcy filing. The Servicer and its counsel must work with the Borrower or Borrower's counsel to obtain any court and/or trustee approvals required in accordance with local court rules and procedures. Servicers should extend the Trial Period Plan as necessary to accommodate delays in obtaining court approvals or receiving a full remittance of the Borrower's Trial Period payments when they are made to a trustee, but must not extend the Trial Period beyond nine months, resulting in a total twelve-month Trial Period. In the event of a Trial Period extension, the Borrower must make a Trial Period payment for each month of the Trial Period, including any extension month, in order to remain eligible for a HAMP modification. See Section 9205.14(a) for information on reporting an extended Trial Period Plan via EDR.

- **Chapter 13 bankruptcy**

  When a Borrower in an active Chapter 13 bankruptcy is in a Trial Period Plan and the Borrower has made post-petition payments on the Mortgage in the amount required by the Trial Period Plan, a Servicer must not object to confirmation of a Borrower's Chapter 13 plan, move for relief from the automatic bankruptcy stay, or move for dismissal of the Chapter 13 case on the basis that the Borrower paid only the amounts due under the Trial Period Plan, as opposed to the non-modified Mortgage payments.

- **Chapter 7 bankruptcy**

  Borrowers who have received a Chapter 7 bankruptcy discharge in a case involving the Mortgage and who did not reaffirm the Mortgage debt under applicable law, are eligible for HAMP. Refer to Section 9205.2 for more information regarding authorized changes to the Modification Agreement related to a Chapter 7 bankruptcy.

  Note: If the Borrower filed the bankruptcy pro se (without an attorney), it is recommended that the Servicer provide information relating to the availability of a HAMP modification to the Borrower with a copy to the bankruptcy trustee. Servicers must consult their legal counsel for appropriate language.

9205.11: Other general requirements (03/09/16)

This section provides information on the following topics:

- Retention of existing credit enhancements required
- Additional requirements for Mortgages with mortgage insurance
- Servicing Spread

- Other requirements for Mortgages modified under HAMP
- Administrative costs/fees
- Reservation of rights to invoke remedies
- Transfers of Servicing
- Reimbursement of expenses
- Document retention requirements

(a) Retention of existing credit enhancements required

Except for Mortgages subject to full recourse, Servicers may approve modifications on Mortgages with in-place credit enhancements, provided that, if the Servicer is not the credit enhancement provider, the Servicer first obtains any required approval under the terms of the credit enhancement from the entity providing the enhancement, in writing. For example, if the Mortgage has mortgage insurance, the Servicer must first receive approval from the MI of the modification (or have obtained a blanket delegation of authority from the MI directly or through Freddie Mac to approve the modification on the MI's behalf) to enter into a Modification Agreement that complies with the requirements of this chapter.

(b) Additional requirements for Mortgages with mortgage insurance

MI approval of mortgage modifications

Servicers are reminded that they must comply with all requirements of applicable mortgage insurance policies when Servicing Freddie Mac-owned Mortgages. Servicers must service all Mortgages, including any Mortgage to be modified in accordance with the terms of HAMP, so as to preserve and not to impair existing mortgage insurance coverage. When executing a Mortgage modification under HAMP, a Servicer must either (i) obtain the applicable MI's approval of the terms of the mortgage modification made in accordance with the requirements of HAMP for each Mortgage on a case-by-case basis, or (ii) ensure that the applicable MI has provided a delegation of authority to approve mortgage modifications made in accordance with the requirements of HAMP on its behalf directly to the Servicer or to Freddie Mac for implementation through its Servicers and Servicer's compliance with the delegation of authority.

Regardless of the grant of delegated authority from a MI, Servicers should always consult the applicable MI for specific processes related to the reporting of modified terms, payment of premiums, and other operational matters in connection with Mortgages modified under HAMP and to determine compliance with mortgage insurance requirements, including the existence of and compliance with the terms of any delegation of authority.

Application of mortgage insurance premium payment

Servicers should consult directly with any MI regarding future mortgage insurance premium payment calculations once the Mortgage has been modified.

Cancellation of Borrower-paid mortgage insurance

Servicers must accurately determine any automatic cancellation of Borrower-paid mortgage insurance or Borrower-requested cancellation of Borrower-paid mortgage insurance in accordance with Chapter 8203. For the purpose of canceling mortgage insurance on a modified Mortgage (either HPA or pre-HPA) with a partial principal forbearance, the required loan-to-value ratios and the midpoint of the amortization period, as applicable, must be based on the gross capitalized UPB (including the amount of any partial principal forbearance).

(c) Servicing Spread

The Servicing Spread the Servicer retains on the Mortgage once modified will be as specified in Section 9206.13. For Mortgages with a partial principal forbearance, the Servicing Spread is based on the interest-bearing UPB.

(d) Other requirements for Mortgages modified under HAMP

- If a Mortgage that is not subject to a due-on-sale provision receives a modification under HAMP, the Borrower agrees that the modification will cancel the assumability feature of that Mortgage

- If the loan instruments on the existing Mortgage contain a prepayment penalty provision, the prepayment penalty provision will be null and void upon modification of the Mortgage

- If a Mortgage modified under HAMP is subject to an upcoming interest rate adjustment as a result of the modification, the Servicer must notify the Borrower in accordance with the requirements in Chapter 8501

- If a Mortgage modified under HAMP is subject to an upcoming HAMP Year Six Pay for Performance incentive, the Servicer must comply with the Borrower notification requirements in Section 9205.12(b)

- If a Mortgage modified under HAMP becomes at least 60 days delinquent within 12 months following the first payment due date resulting from an interest rate adjustment, the Servicer must comply with the Freddie Mac Streamlined Modification eligibility requirements in Section 9206.3, and with the Streamlined Modification solicitation requirements in Section 9102.5

See Section 9205.2 for information on authorized changes to the HAMP Trial Period Plan Evaluation Notice and Modification Agreement.

(e) Administrative costs/fees

Servicers may not charge the Borrower a processing fee, or any other administrative costs or fees associated with the processing of the modification. Further, the Servicer may not require any upfront cash contributions from the Borrower, except to the extent the Borrower chooses to fund the entire amount, or a portion, of any Escrow shortage. Servicers must permit Borrowers who so choose to make a cash contribution.

Servicers may request reimbursement for certain costs associated with the modification that would otherwise be paid by the Borrower (e.g., notary fees, title costs and recordation fees, if applicable). See Section 9205.11(h) for information on the process for requesting reimbursement of such expenses.

(f) Reservation of rights to invoke remedies

Notwithstanding the terms of this chapter and Freddie Mac's delegation of authority to Servicer to approve modifications under HAMP, Freddie Mac reserves its rights to exercise any remedies provided by the Guide and the other Purchase Documents, including, but not limited to, refund of any previously paid incentives and expense reimbursements. Refer to Chapter 3602 regarding repurchases, repurchase alternatives and other remedies that may be exercised by Freddie Mac due to failure to comply with any selling or Servicing representation or warranty or requirement of the Guide or other Purchase Documents. See Section 9205.14 for the Servicer's obligation to cancel any records in the HAMP Reporting Tool to ensure that the Treasury's system of record does not reflect Freddie Mac as the owner or investor for any repurchased Mortgage.

With respect to a repurchased HAMP-modified Mortgage, the Servicer takes all rights and obligations of the Mortgage, including the obligation to pay Borrower "Pay for Performance" incentives on eligible Mortgages as set forth in the HAMP Trial Period Plan.

(g) Transfers of Servicing

When a Transfer of Servicing includes Mortgages modified under HAMP or in a Trial Period, the Transferor Servicer must provide special notification to the Transferee Servicer. Specifically, the Transferor Servicer must advise the Transferee Servicer that Mortgages modified under HAMP or in a Trial Period are part of the portfolio being transferred and must confirm that the Transferee Servicer is aware of and agrees to assume the additional responsibilities associated with the Servicing of these Mortgages.

If the portfolio being transferred includes Mortgages in a Trial Period or modified under HAMP, the Transferor Servicer must so indicate on Form 981, Agreement for Subsequent Transfer of Servicing of Single-Family Mortgages. In addition, the Servicer must indicate on Form 981 whether the transfer includes modified Mortgages that have a step-rate provision (i.e., the interest rate is subject to incremental increases beginning in year 6 of the modification) or a partial principal forbearance.

If the portfolio being transferred includes Mortgages that have been modified electronically, the Transferor Servicer must indicate on Form 981 that the Modification Agreement is electronic, provide a list of such Mortgages and indicate the name of the repository holding the eModification Agreement.

Additionally, Servicers must follow the Program Administrator's standardized process for the Transfer of Servicing rights related to all HAMP Mortgages as outlined on **www.HMPadmin.com**, except that, the Transferor Servicer first must obtain approval from Freddie Mac for the Transfer of Servicing on a Mortgage in a Trial Period or modified under HAMP before notifying the Program Administrator of the proposed Transfer of Servicing.

Servicers must comply with all other requirements with respect to Transfers of Servicing provided under Chapter 7101.

(h) Reimbursement of expenses

Servicers may use the Freddie Mac Reimbursement System to request reimbursement for the following costs associated with the modification under HAMP that would otherwise be paid by the Borrower and that may not be capitalized:

Expense Description	Expense Code	Expense Limit and Notes
Recordation fees	**300003**	Actual cost
Title costs, if applicable (except with respect to title costs in connection with a foreclosure proceeding)	**300004**	Reimbursable amounts are in accordance with the limits specified in Exhibit 57A, Approved Attorney Fees and Title Expenses
Notary fees	**042001**	$150
Home Value Explorer® (HVE®)	**400003**	$150

All reimbursement requests must be received by Freddie Mac within the following time frames:

- Initial claims no later than 90 days from the mortgage modification settlement date in Freddie Mac systems
- Supplemental claims no later than 180 days from the mortgage modification settlement date in Freddie Mac systems (applicable for recordation fees only)

If the Servicer submits a claim for reimbursement of expenses and the mortgage modification settlement date does not exist in Freddie Mac systems, the claim will not be eligible for payment. All modifications types, excluding modifications with Mortgages insured by the FHA, or guaranteed by the VA or the RHS, must have been submitted to Freddie Mac for settlement in its systems to be eligible for expense reimbursement via the Reimbursement System.

For modifications with Mortgages insured by the FHA, or guaranteed by the VA or RHS, refer to Section 9701.5 for requirements related to claim submission time frames.

(i) Document retention requirements

Servicers must retain all documents and information received during the process of determining Borrower eligibility for a modification under HAMP, including the Borrower Response Package, total monthly Mortgage payment and total monthly gross debt payment calculations, NPV calculations and results (Treasury NPV Model and version used, assumptions, inputs and outputs), evidence of the Servicer's application of each step of the waterfall, Escrow analysis, Escrow advances, and Escrow set up. Servicers must retain all documents and information related to the monthly payments during and after the Trial Period, as well as incentive payment calculations and such other required documents.

All documents, records, data and information required to be maintained by the Servicer under this Chapter 9205 are, will be, and will remain at all times, the property of Freddie Mac. The Servicer must retain such documents, records, data and information in a custodial capacity and otherwise comply with the Mortgage file retention requirements set forth in Chapter 3302. All documents required to be maintained under this Chapter 9205 must be maintained in the Mortgage file.

As it relates to imminent default, a Servicer must document in its servicing system the basis for its determination that a Borrower is in imminent default and retain all documentation and data used to reach its conclusion. The Servicer's documentation must also include any Imminent Default Indicator® input and output files and data.

Servicers must retain detailed records of Borrower solicitations or Borrower-initiated inquiries regarding HAMP, the outcome of the evaluation for modification under HAMP and specific justification with supporting details if the Borrower was determined to be ineligible for a modification under HAMP.

Servicers must maintain appropriate documentary evidence of their HAMP-related activities, including, but not limited to, the following:

- The Servicer's process for pre-screening non-performing Mortgages against the basic HAMP requirements

- All HAMP-related communications, whether verbal or written, with or to the Borrower or person identified in a written authorization by the Borrower and provided to the Servicer in accordance with Section 9102.5(c) (Authorized Person) (including, but not limited to, the dates of communications, names of contact person(s), and a summary of the conversation), including any e-mail correspondence to or from the Borrower or Authorized Person

- Phone contact with Borrowers or Authorized Persons relating to HAMP

- Policies and procedures that include HAMP-related activities
- Training materials relating to HAMP
- Pre-screening of Mortgages for HAMP prior to referring any Mortgage to foreclosure or conducting scheduled foreclosure sales
- Postponement of scheduled foreclosure sales in applicable scenarios
- Substitution of income documents for Borrowers in active Chapter 7 or Chapter 13 bankruptcy
- Certification prior to foreclosure sale
- Evidence of receipt of the Borrower Response Package from a Borrower
- Any reports, memoranda, or other documentation relating to HAMP
- The decision-making process when applying good business judgment in accordance with HAMP and, where applicable, referencing the Servicer's associated policies and procedures

With respect to phone contact with Borrowers or Authorized Persons related to HAMP, well-documented Servicer system notes (including, but not limited to date, names of contact persons, and a summary of the conversation) constitute appropriate documentation. Written correspondence should be retained in the Mortgage file and made available upon request by Freddie Mac.

Records must also be retained to document the reason(s) for a Borrower's failure to successfully complete the Trial Period. If a HAMP modification is not pursued because the NPV test result is negative, the Servicer must document its consideration of other alternatives to foreclosure. If a Borrower under a HAMP modification loses good standing by becoming 90 days or more past due (e.g., three monthly payments are due and unpaid on the last day of the third month), the Servicer must retain documentation of its consideration of the Borrower for other loss mitigation alternatives.

With respect to requirements related to the request for Borrower and co-Borrower information for government monitoring purposes, the Servicer must retain the appropriate documentation in the Mortgage file (see Section 9205.16(b)).

Servicers must retain required documents for the period set forth in Section 3302.3.

9205.12: HAMP incentives (03/02/16)

No incentives of any kind will be paid if the Borrower is ineligible for HAMP, such as where the Borrower's Current Monthly Housing Expense-to-income ratio starts below 31% prior to the implementation of HAMP. The calculation and payment of all incentive compensation will be based strictly on the Borrower's verified income. No incentives of any kind will be paid, or, if paid, will be subject to recoupment from the Servicer, if the Servicer fails to comply with the requirements set forth in this Chapter 9205 or other relevant Guide chapters.

(a) Servicer incentives

Freddie Mac will pay Servicers incentives for completing a HAMP modification, in lieu of any other workout compensation provided under the Guide, depending on the Borrower's Delinquency status as of the Trial Period Plan Effective Date, among other requirements, as follows:

Number of Days Delinquent at Trial Period Plan Effective Date	Incentive Amount
Less than or equal to 120 days delinquent (150 days from DDLPI)	$2,100
121 days or more delinquent to and including 210 days delinquent (151 to 240 days from DDLPI)	$1,700
Greater than 210 days delinquent (greater than 240 days from DDLPI)	$900

Note: Modified Mortgages insured by the FHA or guaranteed by the VA or RHS are not eligible for the incentives described above.

Incentives for a completed HAMP modification will be considered earned when the Borrower has made timely payments under the Trial Period Plan and, both the Borrower and the Servicer have executed the Modification Agreement. Payment of incentive is contingent upon the modification settlement occurring within two months of the Trial Period end date.

(b) Borrower incentives

Two distinct types of Pay for Performance incentives will be available to eligible Borrowers, and some Borrowers may earn both types of incentives. The first type of Pay for Performance incentive will be available during years one through five under HAMP, and will be accrued on a monthly basis based on the number of months a Borrower remains current under the Trial Period Plan and Modification Agreement. The second type of Pay for Performance incentive will be available to certain Borrowers at the conclusion of year six under HAMP, and will be paid in one lump sum. Pay for Performance incentives must be earned in accordance with the requirements described below.

(i) HAMP Pay for Performance incentive for years one through five

This incentive can be earned if a Borrower's modified monthly PITIAS Payment results in at least a 6% reduction from the Current Monthly Housing Expense payment used to determine eligibility. Annual Pay for Performance incentives will be:

- Equal to the lesser of (i) $1,000 ($83.33/month) or (ii) one-half the reduction in the Borrower's annualized monthly Mortgage payment to be applied as a principal balance reduction payment

- Accrued monthly for each month the Mortgage remains current (including timely payments during the Trial Period and any interim month) for five years from the Trial Period Plan Effective Date or until the Mortgage is paid off, whichever occurs earlier, provided no incentive will accrue for any late Mortgage payment. However, in instances where the Servicer elected to add an interim month and establish the due date of the first modified payment as the first day of the second month following the final Trial Period month as provided in Section 9205.9(d), the Borrower will not be entitled to accrue the Pay for Performance incentive for the interim month if the Borrower does not submit funds in an amount that is at least equivalent to the Trial Period payment during the interim month. (See Section 9205.9(d) for additional information.)

- Considered earned if, as of the anniversary of the Trial Period Plan Effective Date, (i) the Mortgage has not been paid off and (ii) the Borrower has not lost good standing by becoming 90 days or more past due on the modified Mortgage (e.g., three monthly payments are due and unpaid on the last day of the third month) prior to any payment anniversary. Once a Borrower has lost good standing, that Borrower is ineligible for future incentive payments even if, thereafter, the Borrower becomes less than 90 days past due.

- Paid to the Servicer annually in the month of the anniversary of the Trial Period Plan Effective Date and must be applied as described below to the Borrower's account upon receipt

Note: Freddie Mac will not provide Pay for Performance incentives on modified Mortgages insured by the FHA or guaranteed by the VA or RHS.

The Servicer must apply the HAMP Pay for Performance incentive as a principal curtailment in accordance with the following requirements:

If the HAMP Pay for Performance incentive…	**Then the Servicer must apply the HAMP Pay for Performance incentive…**
Is less than the interest-bearing UPB	To the interest-bearing UPB
Is greater than or equal to the	In the following order, to the:

interest-bearing UPB	1. Deferred UPB, if any, and then 2. Interest-bearing UPB Note: After applying the incentive in the above order, the Servicer must remit any remaining incentive payment directly to the Borrower.

Servicers are not required to reamortize the Borrower's Mortgage balance to reduce the Mortgage payment as a result of the application of this incentive to the UPB.

If a Borrower's Pay for Performance incentive is due to be paid when the Borrower is delinquent, but still in good standing on the payment date, the Borrower's incentive should continue to be applied as a curtailment to the interest-bearing UPB.

Servicers should prepare and send to the Borrower information on a monthly basis regarding the accrual of Pay for Performance principal balance reduction payments. Servicers are encouraged to incorporate this information into the Borrower's monthly statements.

(ii) HAMP Year Six Pay for Performance incentive

This incentive is a lump sum principal balance reduction payment in the amount of $5,000 for Borrowers with a First Lien Mortgage modified under HAMP. To be eligible for the HAMP Year Six Pay for Performance incentive, the Borrower must first submit a Dodd-Frank Certification (DFC), a form containing information requested by the federal government, or its Freddie Mac equivalent, Form 720, Real Estate Fraud Certification, on or before the later of (i) the sixth anniversary of the Trial Period Plan Effective Date, or (ii) January 1, 2016. The Servicer may, but is not required to, include Form 720 when mailing the Modification Agreement to the Borrower when converting to a permanent modification as part of the HAMP modification process, in accordance with Section 9205.9(d).

The Year Six Pay for Performance incentive will be:

- A one-time, lump sum principal balance reduction payment in the amount of $5,000; and

- Considered earned if, as of the sixth anniversary of the Trial Period Plan Effective Date, (i) the Mortgage has not been paid off, and (ii) the Borrower has not lost good standing by becoming 90 or more days past due on the modified Mortgage (e.g., three monthly payments are due and unpaid on the last day of the third month) prior to the payment anniversary. Once a Borrower has lost good standing, that Borrower is

ineligible for future incentive payments, including the Year Six Pay for Performance incentive, even if, thereafter, the Borrower becomes less than 90 days past due; and

- Payable to the Servicer in the month of the sixth anniversary of the Trial Period Plan Effective Date or in accordance with Bulletin 2015-1 and Bulletin 2015-14, and must be applied as described below to the Borrower's account upon receipt

Note: Freddie Mac will not provide Pay for Performance incentives on modified Mortgages insured by the FHA or guaranteed by the VA or RHS.

The Servicer must apply the HAMP Year Six Pay for Performance incentive as a principal curtailment in accordance with the following requirements:

If the HAMP Pay for Performance incentive…	**Then the Servicer must apply the HAMP Pay for Performance incentive…**
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, to the: 1. Deferred UPB, if any, and then 2. Interest-bearing UPB Note: After applying the incentive in the above order, the Servicer must remit any remaining incentive payment directly to the Borrower.

If a Borrower's Pay for Performance incentive is due to be paid when the Borrower is delinquent, but still in good standing on the payment date, the Borrower's incentive should continue to be applied as a curtailment to the interest-bearing UPB.
For each Borrower who receives the HAMP Year Six Pay for Performance incentive, the Servicer must maintain the following in the Mortgage file:

- Evidence of the Borrower's performance and monthly payments to retain good standing as of the sixth anniversary of the Trial Period Plan Effective Date, and

- A copy of the date-stamped and executed DFC, or its Freddie Mac equivalent, Form 720, and

- All documents and information related to receipt of the incentive payment and application thereof to the applicable Freddie Mac Mortgage

(iii)Borrower Year Six Pay for Performance notification requirements

The Servicer must provide written notice to a HAMP Borrower who is in good standing in order to inform the Borrower of the opportunity to earn this additional incentive and to solicit the Borrower for an executed Form 720 or DFC. The Servicer may send a notice or notices at its discretion at any time leading up to the 150th day prior to the fifth anniversary of the HAMP Modification Effective Date. If the Servicer has successfully obtained an executed Form 720 or DFC from the Borrower, then the Servicer is not required to send any additional notifications to the Borrower under this section. However, if by the 150th day before the fifth anniversary of the HAMP Modification Effective Date, the executed Form 720 or DFC has not been received, the Servicer must take the following actions:

If at least one incentive notification…	Then the Servicer must provide…
Has been sent	At least one additional notice no later than 60 days prior to the fifth anniversary of the HAMP Modification Effective Date
Has not been sent	At least two written notices as early as the 150th and no later than the 60th day prior to the fifth anniversary of the HAMP Modification Effective Date. NOTE: These two written notices, if applicable, must be sent at least 30 days apart.

Notification content

Each notice to the Borrower must describe the incentive and notify the Borrower that he/she must remain in good standing in order to be eligible to receive the incentive. In addition, each notice must include Form 720 (if Form 720 or a DFC has not already been collected) and must indicate that the Borrower must sign and return the form as a condition of eligibility for the incentive. The Servicer may include or incorporate the incentive notice with other required notices, including the required notification of an initial step-rate adjustment pursuant to the requirements of Chapter 8501, if applicable. The Servicer may also include some or all of the information described below pertaining to the Borrower's opportunity to reamortize the Mortgage on or after the sixth anniversary of the HAMP Modification Effective Date.

(c) Execution of Form 720

All Borrowers and any other signatory to the Security Instrument must sign Form 720 or its equivalent, the DFC, except the following:

- A Borrower, co-Borrower or any signatory to the Security Instrument who is deceased, as evidenced by a death certificate, or an obituary or newspaper article reporting the death

- A Borrower, co-Borrower or any signatory to the Security Instrument who is divorced or legally separated from another party, as evidenced by a divorce decree signed by the court or court filed separation agreement, except for the Borrower or co-Borrower retaining possession and title to the property

- A Borrower, co-Borrower or any signatory to the Security Instrument who is unrelated by marriage, civil union or similar domestic partnership under applicable law and who purchased or owned the property and has since vacated and no longer occupies the property, provided the remaining Borrower submits a copy of a recorded quit claim deed evidencing that the departed party has relinquished all rights to the property; or

- Any signatory to a Security Instrument who is not a Borrower obligated on the Note provided the Security Instrument contains a provision that authorizes any Borrower to modify the terms of the Security Instrument or the Note without such signatory's consent

(d) Offer the Borrower the opportunity to reamortize the Mortgage

If the Borrower is in good standing and may be eligible for the HAMP Year Six Pay for Performance incentive, the Servicer must offer to reamortize the Borrower's UPB, excluding deferred principal, over the remaining term of the Mortgage. The Servicer must provide at least one written notification to an eligible Borrower of the opportunity to reamortize the Mortgage as early as the 120th day and no later than the 60th day prior to the sixth anniversary of the HAMP Modification Effective Date. Provided the same conditions are consistently applied to all evaluations, the Servicer may, but is not required to, offer to reamortize the Mortgage if the Mortgage was reamortized within the previous 12 months, and may condition the recast upon:

- The Mortgage being current at the time of the reamortization, and/or

- The Borrower receiving the HAMP Year Six Pay for Performance incentive

The offer must provide the Borrower with at least 30 but no more than 180 days from the date of the notice to accept the offer. The reamortization must be completed at no cost to the Borrower. The Servicer may include or incorporate the reamortization offer with other notices, including the required notification of a second step-rate adjustment pursuant to the requirements of Chapter 8501, if applicable.

In addition, the Servicer may leverage the **Treasury Model MHA Recast Notice** when preparing the notice to the Borrower, but in all cases the notification must:

- Specify changes to the payment schedule as a result of the recast and the total interest to be paid during the remaining term of the Mortgage after the sixth anniversary of the HAMP Modification Effective Date, both with and without the effect of the recast, and

- Include the Servicer's contact information and instruct the Borrower to contact the Servicer if the Borrower has questions or concerns about the new payments

If the Borrower has not responded to the initial notification of the opportunity to reamortize the Mortgage, then the Servicer must provide an additional notification to the Borrower. The method of this additional communication is at the Servicer's discretion (e.g., mail, telephone, etc.) provided the Servicer makes at least one additional attempt to contact the Borrower. The Servicer must provide an amortization schedule if requested by the Borrower.

The Servicer must determine, in its discretion, subject to compliance with applicable law, whether to require:

- A fully-executed written modification agreement, or
- A Servicer-executed modification agreement

The Servicer must send a copy of the modification agreement to Freddie Mac **(see Directory 3)** by the last Business Day of the month of the effective date of the new payment. If the number of Mortgages that the Servicer is modifying in accordance with this section exceeds a total of ten in a given month, then the Servicer must complete and attach Form 1102, Modified Principal and Interest Payment, with its submission to Freddie Mac.

Freddie Mac will update its systems with the newly modified principal and interest payment as set forth in the modification agreement. The Servicer must also report and remit the new payment in accordance with the requirements in Chapter 8303.

The Servicer warrants that with respect to any modification agreement completed under this section, that the modified Mortgage retains its First Lien position and is fully enforceable at the time of modification, throughout its modified term and during any bankruptcy or foreclosure proceeding involving the Mortgage.

Freddie Mac's execution of any document submitted by the Servicer does not imply that it has reviewed the document for legal adequacy. This is the Servicer's responsibility. When required by local law or practice, the Servicer must obtain the consent of any statutory or contractual lienholder and binding confirmation by the title insurer that no loss in priority of the lien is incurred. The Servicer must make any necessary recordation. To the extent of local law and practice, the Servicer may require the Borrower to reimburse the Servicer's costs and pay expenses incurred in preparing or recording the modification agreement.

The Servicer must send one original modification agreement to the Document Custodian in accordance with the timing and other requirements of Section 9206.17; except for any Mortgage that is modified using a Servicer-executed modification agreement, the Servicer must send such agreement to the Document Custodian within 25 days of the Modification Effective Date. The Servicer must refer to Section 8103.7 for Freddie Mac's accounting requirements regarding this subject.

Principal curtailments can be made any Business Day of the month and must be applied no later than the day on which the curtailment is received. To determine the interest due for the

next monthly payment, multiply the UPB by the interest rate of the Mortgage and divide by 12.

(e) Payment process

Servicer and Borrower incentives will be paid via the Program Administrator's payment process. Incentive payments will be paid in one lump sum payment for all incentives due for the month via Automated Clearing House (ACH) on the 27th of the month or on the business day prior to the 27th, if the 27th falls on a weekend or a holiday.

The Program Administrator will provide Servicers with a Cash Payment Summary Report that includes the compensation amount on a loan-level basis and identifies Freddie Mac as the payor. The report is accessible via the HAMP reporting secure web site at **https://hamp.lpsappliedanalytics.com**, one business day before the compensation is deposited into Servicer accounts.

In the event of an overpayment of amounts paid for Servicer and/or Borrower incentives, Servicers must reimburse Freddie Mac in accordance with the Program Administrator's or Freddie Mac's instructions.

If there is a discrepancy between amounts paid for Servicer and/or Borrower incentives and Freddie Mac's records, Servicers must work with Freddie Mac and the Program Administrator, as necessary, to resolve such discrepancies. For inquiries or disputes on incentive payments, the Servicer should contact the Program Administrator directly at **MHA_Comp@fanniemae.com** or complete the HAMP Incentive Inquiry Request form located on **www.HMPadmin.com**. If the Servicer submits a loan-level inquiry to the Program Administrator related to an incentive dispute or correction on a Freddie Mac Mortgage, the Servicer must copy Freddie Mac on such an inquiry via e-mail to **WKOUT_HAMP_RECON@freddiemac.com**. (Refer to Section 9205.13 for additional information on the process for correcting previously applied Borrower incentive payments.)

9205.13: Special investor reporting and remitting requirements for Mortgages modified under HAMP (03/02/16)

(a) Monthly reporting

In addition to the loan-level reporting requirements for all Mortgages pursuant to Chapter 8303 and Exhibit 60, Loan-Level Reporting Data Description, Servicers must comply with the following monthly loan-level reporting requirements for all Mortgages modified under HAMP, including Mortgages with a partial principal forbearance (see Section 9205.8(b) for additional information on Mortgages modified with a partial principal forbearance):

Data Field	Description
Current UPB	**For all Mortgages**, this is the UPB of the Mortgage as of the accounting cycle cutoff. **For Mortgages with partial principal forbearance**, the reported UPB must equal the sum of the interest-bearing UPB (the amortizing principal balance of the Mortgage) (the "interest-bearing UPB") and the principal forbearance balance ("deferred UPB"), as of the Accounting Cycle Cutoff.
Interest-bearing UPB	**For Mortgages with partial principal forbearance,** report the amount of the interest-bearing UPB (the amortizing principal balance of the Mortgage) as of the Accounting Cycle Cutoff. (Note: Monthly "Interest Due Freddie Mac" must be calculated and reported based on the interest-bearing UPB only.
Deferred UPB	**For Mortgages with partial principal forbearance,** report the amount of deferred UPB as of the accounting cycle cutoff. (Note: The deferred UPB is non-interest-bearing and non-amortizing, and will be due in the form of a balloon payment upon the earlier of the transfer of all or a portion of the property, the payoff of the interest-bearing UPB, or the new maturity date of the modified Mortgage.)
Borrower incentive curtailment (BIC)	**For all Mortgages modified under HAMP,** report the amount of any Borrower "Pay for Performance" incentive payments paid by Freddie Mac and applied to the UPB during the accounting cycle. This is reported to Freddie Mac only once a year for each eligible Mortgage. (Note: The Borrower Pay for Performance incentive is paid once a year and must be applied upon receipt to the interest-bearing UPB of the Mortgage and then to any principal forbearance amount (i.e., Deferred UPB), if applicable. (See Sections 9205.12(b) and 9205.13(c) for additional information.)

Data Field	Description
Principal Due Freddie Mac	**For all Mortgages**, Freddie Mac's share of principal payments, including prepayments of principal (i.e., curtailments) applied to the interest-bearing UPB of the Mortgage during the accounting cycle. (Note: This field does not include curtailments resulting from the Borrower's Pay for Performance incentive payment.)
Deferred Principal Curtailment Amount	**For Mortgages with partial principal forbearance,** report the amount of any principal curtailment applied to the deferred UPB during the accounting cycle. This amount must be included in the "Deferred UPB" field. (See Section 9205.13(c) below for additional information on the application of partial prepayments of principal.)

Reporting corrections

Servicers must comply with the requirements of Section 8303.24 in the event of an understatement or overstatement of principal reduction to either the interest-bearing UPB or the deferred UPB.

If there is a discrepancy between amounts paid for Servicer and/or Borrower incentives and Freddie Mac's records, Servicers must work with Freddie Mac and the Program Administrator, as necessary, to resolve such discrepancies. Refer to Section 9205.12(c) for more information.

In the event of an overpayment of disbursed funds to the Servicer, a correction of such overpayment will result in a draft back of any funds owed to Freddie Mac. If a previously applied BIC payment must be reduced or reversed, the UPB of the Mortgage will be increased in the same manner in which the BIC payment was previously applied. That is, if the BIC payment was applied as a reduction to the interest-bearing UPB, then the Servicer must report an increase in the interest-bearing UPB for the amount of the correction, using the principal balance correction exception code. (Refer to Exhibit 60 for information on reporting a principal balance correction exception code.)

(b) Interim reporting and remitting for a payoff of a Mortgage with partial principal forbearance

Servicers must comply with the applicable interim reporting requirements set forth in Chapter 8303 except that, when reporting the payoff of a Mortgage with a partial principal forbearance, Servicers must also comply with the following:

- The Current UPB, Interest-bearing UPB and Deferred UPB fields must be reported as zero

- The amount of deferred UPB as reported in the previous accounting cycle must be reported in the "Deferred Principal Curtailment Amount" field

- The amount of the current UPB (i.e., combined interest-bearing UPB and deferred UPB) as reported in the previous accounting cycle, plus or minus the exception interest, must be remitted with the Servicer's interim remittance. Exception interest must be based on the interest-bearing UPB only.

  Servicers must calculate payoff proceeds in accordance with the following:

	Interest-Bearing UPB
+	Deferred UPB
+ /-	Borrower Incentive Curtailment Amount (if applicable)
+/-	Exception interest (calculated based on the interest-bearing UPB)
=	Proceeds due Freddie Mac

- Non-exception interest (based on the interest-bearing UPB only) due Freddie Mac as of the Accounting Cycle Cutoff in the month in which the Mortgage was paid off must be remitted with the Servicer's monthly remittance

(c) Application of partial prepayments of principal and HAMP Pay for Performance or HAMP Year Six Pay for Performance incentives

The Servicer must apply a HAMP Pay for Performance incentive or a HAMP Year Six Pay for Performance incentive as a principal curtailment in accordance with the following requirements:

If the principal curtailment…	Then the Servicer must apply the funds…
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 to the: 1. Deferred UPB, if any, and then 2. Interest-bearing UPB Note: After applying a HAMP Pay for Performance incentive or a HAMP Year Six Pay for Performance incentive in the above order, the

	Servicer must remit any remaining incentive payment directly to the Borrower.

Servicers must report the amount of any curtailment applied to the deferred UPB during the accounting cycle in the "Deferred Principal Curtailment Amount" data field.

(d) Monthly statements

Freddie Mac recommends the Servicer include the amount of the deferred UPB and the combined interest-bearing and deferred UPBs on the Borrower's monthly statement.

(e) Credit bureau reporting for all Mortgages with a partial principal forbearance

Servicers can access additional information on credit reporting unique to HAMP including the reporting of Mortgages with a partial principal forbearance from the Consumer Data Industry Association, which gives general credit reporting guidelines for Mortgage and home equity loans in response to current financial conditions, at **http://www.cdiaonline.org**.

9205.14: HAMP activity reporting requirements (03/02/16)

Refer to Bulletin 2015-22, which announced revisions to Borrower contact and solicitation requirements that may be implemented prior to the mandatory implementation of the June 1, 2016 effective version of this section.

(a) Reporting activity to Freddie Mac

EDR – Servicers must report specific loan-level information, as applicable, to Freddie Mac through EDR using the codes described below, in addition to complying with other EDR requirements set forth in Section 9102.7 and Exhibit 82, Electronic Default Reporting Transmission Code List.

Description	EDR Code	Reporting Requirement
Solicitation Letter Sent	H4	Report code H4 to notify Freddie Mac that the initial solicitation letter (Exhibit 1131, Borrower Solicitation Letter – 31 Days Delinquent), has been sent to the Borrower on a Mortgage that is 31 days or more delinquent. Report the date in which the solicitation letter was sent, one time, in the month following the month in which the activity occurred. This code may be reported at the same time the Servicer reports default action code H6 (Eligible for HAMP), default action code H7 (HAMP in Review), or default reason code HMP with default action code 09 (Forbearance) to notify Freddie Mac that the Mortgage is in a Trial Period Plan.
Eligible for HAMP	H6	Report code H6 together with the date the Borrower was determined to be eligible for HAMP (including the determination that Borrowers, who are current or less than 60 days delinquent, are in imminent default). This event may occur prior to or on the same date as the date the Servicer begins to review the Borrower for a modification under HAMP, or sends the solicitation letter or HAMP Trial Period Plan Notice.
HAMP in Review	H7	Report code H7 together with the date the Servicer begins to review an eligible Borrower for a modification under HAMP. This event may occur on the same date as the date the Servicer determines the Borrower to be eligible for a modification under HAMP, or sends the solicitation letter or HAMP Trial Period Plan Notice.
HAMP Modification Agreement Sent	H8	Report code H8 together with the date the Servicer sends the Borrower the HAMP Modification Agreement (not the Trial Period Plan)

HAMP Modification Agreement Received	H9	Report code H9 together with the date the Servicer receives the signed Modification Agreement from the Borrower.
HAMP Trial Period	Default Action Code "09" and Default Reason Code "HMP"	Report codes "09" and "HMP" in the first EDR reporting cycle for the month in which the Trial Period Plan Effective Date occurs, provided the Servicer receives the first payment due under the Trial Period Plan on or before the Trial Period Plan Offer Deadline. The Servicer must report the Trial Period Plan Effective Date as the default action date for each month that the status applies. In addition, if the Servicer elects to use the interim month option or extend the Trial Period Plan to accommodate a Borrower's bankruptcy filing, the Servicer must report codes "09" and "HMP." Refer to Section 9205.9(d) for information about the interim month option and Section 9205.10(b) for information on extending a Borrower's Trial Period Plan when the Borrower is in bankruptcy. These codes would no longer be reported once the Mortgage is modified, or the Borrower fails to comply with the terms of the Trial Period Plan, or the Borrower reinstates the Mortgage.

Refer to the **EDR Quick Reference Guide** available on FreddieMac.com for additional information on the reporting of these codes.

(b) Reporting to the Program Administrator

All Servicers are required to register with the Program Administrator. To register, Servicers must complete and submit the HMP Registration Form, which is available on the **http://www.HMPadmin.com** web site.

The Servicer must report Freddie Mac's HAMP loan-level data both to the Program Administrator and to Freddie Mac and must do so accurately and timely in order to be eligible for payment incentives. Servicers should refer to the reporting requirements published by the Program Administrator on **http://www.HMPadmin.com**.

Freddie Mac's HAMP data must be submitted through the HAMP Reporting Tool available on the Servicer web portal available through **http://www.HMPadmin.com**. Servicers must contact Lender Processing Services, Inc. (LPS) regarding registration and set-up information

for access to the HAMP Reporting Tool and/or direct integration options by calling the HAMP Support Center at 1-866-939-4469.

With respect to any Mortgage that has been repurchased, when cancelling records of repurchased Mortgages in the HAMP Reporting Tool, Servicers must comply with the Program Administrator's instructions, including those set forth in **Supplemental Directive 12-09**.

With respect to a repurchased HAMP-modified Mortgage, the Servicer takes all rights and obligations of the Mortgage, including the obligation to pay Borrower "Pay for Performance" incentives on eligible Mortgages as set forth in the HAMP Trial Period Plan.

(Note: With respect to the reporting of loan set up data for Mortgages with Trial Periods that include an interim month, the Servicer should report the length of the Trial Period on the loan set up record for the approved modification it reports to the Program Administrator, excluding the interim month if the Borrower does not submit funds in an amount that is at least equivalent to the Trial Period payment during the interim month, and including the interim month in the length of the Trial Period if the Borrower does submit such funds. See Section 9205.9(d) for additional information on the requirements for the interim month.)

The Freddie Mac HAMP loan-level data the Servicer reports to Freddie Mac must be consistent with the Freddie Mac HAMP data provided to the Program Administrator.

9205.14: HAMP activity reporting requirements (Future effective date 06/01/16)

(a) Reporting activity to Freddie Mac

EDR – Servicers must report specific loan-level information, as applicable, to Freddie Mac through EDR using the codes described below, in addition to complying with other EDR requirements set forth in Section 9102.7 and Exhibit 82, Electronic Default Reporting Transmission Code List.

Description	EDR Code	Reporting Requirement
Solicitation Letter Sent	H4	Report code H4 to notify Freddie Mac that the solicitation letter (Exhibit 1145, Borrower Solicitation Letter), has been sent to the Borrower on a Mortgage that is 31 days or more delinquent. Report the date in which the solicitation letter was sent, one time, in the month following the month in which the activity occurred. This code may be reported at the same time the Servicer reports default action code H6 (Eligible for HAMP), default action code H7 (HAMP in Review), or default reason code HMP with default action code 09 (Forbearance) to notify Freddie Mac that the Mortgage is in a Trial Period Plan.
Eligible for HAMP	H6	Report code H6 together with the date the Borrower was determined to be eligible for HAMP (including the determination that Borrowers, who are current or less than 60 days delinquent, are in imminent default). This event may occur prior to or on the same date as the date the Servicer begins to review the Borrower for a modification under HAMP, or sends the solicitation letter or HAMP Trial Period Plan Notice.
HAMP in Review	H7	Report code H7 together with the date the Servicer begins to review an eligible Borrower for a modification under HAMP. This event may occur on the same date as the date the Servicer determines the Borrower to be eligible for a modification under HAMP, or sends the solicitation letter or HAMP Trial Period Plan Notice.
HAMP Modification Agreement Sent	H8	Report code H8 together with the date the Servicer sends the Borrower the HAMP Modification Agreement (not the Trial Period Plan)

HAMP Modification Agreement Received	H9	Report code H9 together with the date the Servicer receives the signed Modification Agreement from the Borrower.
HAMP Trial Period	Default Action Code "09" and Default Reason Code "HMP"	Report codes "09" and "HMP" in the first EDR reporting cycle for the month in which the Trial Period Plan Effective Date occurs, provided the Servicer receives the first payment due under the Trial Period Plan on or before the Trial Period Plan Offer Deadline. The Servicer must report the Trial Period Plan Effective Date as the default action date for each month that the status applies. In addition, if the Servicer elects to use the interim month option or extend the Trial Period Plan to accommodate a Borrower's bankruptcy filing, the Servicer must report codes "09" and "HMP." Refer to Section 9205.9(d) for information about the interim month option and Section 9205.10(b) for information on extending a Borrower's Trial Period Plan when the Borrower is in bankruptcy. These codes would no longer be reported once the Mortgage is modified, or the Borrower fails to comply with the terms of the Trial Period Plan, or the Borrower reinstates the Mortgage.

Refer to the **EDR Quick Reference Guide** available on **FreddieMac.com** for additional information on the reporting of these codes.

(b) Reporting to the Program Administrator

All Servicers are required to register with the Program Administrator. To register, Servicers must complete and submit the HMP Registration Form, which is available on the **http://www.HMPadmin.com** web site.

The Servicer must report Freddie Mac's HAMP loan-level data both to the Program Administrator and to Freddie Mac and must do so accurately and timely in order to be eligible for payment incentives. Servicers should refer to the reporting requirements published by the Program Administrator on **http://www.HMPadmin.com**.

Freddie Mac's HAMP data must be submitted through the HAMP Reporting Tool available on the Servicer web portal available through **http://www.HMPadmin.com**. Servicers must contact Lender Processing Services, Inc. (LPS) regarding registration and set-up information

for access to the HAMP Reporting Tool and/or direct integration options by calling the HAMP Support Center at 1-866-939-4469.

With respect to any Mortgage that has been repurchased, when cancelling records of repurchased Mortgages in the HAMP Reporting Tool, Servicers must comply with the Program Administrator's instructions, including those set forth in **Supplemental Directive 12-09**.

With respect to a repurchased HAMP-modified Mortgage, the Servicer takes all rights and obligations of the Mortgage, including the obligation to pay Borrower "Pay for Performance" incentives on eligible Mortgages as set forth in the HAMP Trial Period Plan.

(Note: With respect to the reporting of loan set up data for Mortgages with Trial Periods that include an interim month, the Servicer should report the length of the Trial Period on the loan set up record for the approved modification it reports to the Program Administrator, excluding the interim month if the Borrower does not submit funds in an amount that is at least equivalent to the Trial Period payment during the interim month, and including the interim month in the length of the Trial Period if the Borrower does submit such funds. See Section 9205.9(d) for additional information on the requirements for the interim month.)

The Freddie Mac HAMP loan-level data the Servicer reports to Freddie Mac must be consistent with the Freddie Mac HAMP data provided to the Program Administrator.

9205.15 Disclosures and communications with Borrowers (03/02/16)

(a) Borrower disclosures

When promoting or describing Mortgage modifications, Servicers/lenders should provide Borrowers with information designed to help them understand the modification terms that are being offered and the modification process. Such communication should help minimize potential Borrower confusion and complaints, foster good customer relations and reduce legal compliance and other risks in connection with the transaction.

Servicers also must provide Borrowers with clear and understandable written information about the material terms, costs and risks of the modified Mortgage in a timely manner to enable Borrowers to make informed decisions. The documents set forth in Sections 9205.2 and 9102.5 are templates and may be altered at the Servicer's discretion as they deem necessary to meet the requirements of this Section 9205.15.

Information should be provided, as applicable, that:

- Describes how the modified loan balance is calculated

- Describes any new terms, interest rates, payment amounts, or loan maturity dates
- Describes how the new interest rate will be determined and provides a payment schedule that illustrates how subsequent increases in the modified interest rate will cause payment amounts to increase correspondingly over time
- Provides the amount and date of any balloon payments
- Describes applicable Escrow requirements for taxes and insurance
- Explains the need to make full and timely payments on the modified loan
- Describes Borrower incentive payments for timely loan payments
- Explains the consequences of failure to make timely payments on the Trial Period Plan (loss of loan modification) and Modification Agreement (risk of loss of the home through foreclosure)
- Provides tips for avoiding foreclosure scams as required in Section 9102.5 and included in the Borrower Solicitation Package
- Provides advanced notice of any upcoming interest rate adjustment in accordance with the requirements of Section 8501.2
- Provides advanced notice of any upcoming HAMP Year Six Pay for Performance incentive(s) in accordance with the requirements of Section 9205.12(b)
- Describes an opportunity to reamortize the Mortgage in accordance with Section 9205.12(b)

(b) Borrower Evaluation Notices

With respect to each Borrower who submits a complete Borrower Response Package, Servicers must send the appropriate Borrower Evaluation Notice in accordance with the requirements set forth in Section 9102.5.

9205.16: Fair treatment and legal compliance (03/02/16)

(a) Compliance with applicable laws

The Servicer's implementation of HAMP and all actions taken under this chapter must comply with all applicable federal, State and local laws and regulations, including, but not limited to, those laws set forth in Section 1301.2.

(b) Government monitoring data

HUD has directed Freddie Mac, pursuant to HUD's authority under Section 1325(2) of the Federal Housing Enterprises Financial Safety and Soundness Act (FHEFSSA), 24 C.F.R. 81.44(a) and (b), 12 C.F.R. 202.5(a)(2), and its general regulatory authority under the Fair Housing Act, 42 U.S.C. 3601 et seq. ("Act") to require Servicers to request and report data on the race, ethnicity, and sex of Borrowers and co-Borrowers involved in potential loan modifications under HAMP ("Government Monitoring Data") in order to monitor compliance with the Act and other applicable fair lending and consumer protection laws. As a result of such direction from HUD, this section of this chapter constitutes an agreement entered into between Freddie Mac, on behalf of HUD, and Freddie Mac's approved Servicers. As such, this is an agreement entered into by Freddie Mac's approved Servicers with an enforcement agency (i.e., HUD) to permit the enforcement agency to monitor or enforce compliance with federal law, within the meaning of 12 C.F.R. 202.5(a)(2).

HUD has specified that the Government Monitoring Data must be requested from the Borrower. Servicers must request, but not require, that each Borrower who completes Form 710, Uniform Borrower Assistance Form, in connection with HAMP furnish the Government Monitoring Data. See Section 9205.2 for use of Form 710 in conjunction with Form 710A, HAMP Government Monitoring Data Form. If any Borrower chooses not to provide the Government Monitoring Data, or any part of it, the Servicer must note that fact on Form 710A. In such circumstances, and if Form 710 and Form 710A are completed in a face-to-face setting, the Servicer, its representative or agent shall then also note on the form, to the extent possible on the basis of visual observation or surname, the race, ethnicity and sex of any Borrower or co-Borrower who has not furnished the Government Monitoring Data. If any Borrower declines or fails to provide the Government Monitoring Data on Form 710A taken by mail or telephone or on the Internet, the data need not be provided. In such a case, the Servicer must indicate that the request for a loan modification was received by mail, telephone or Internet, if it is not otherwise evident on Form 710A.

Servicers must comply with the additional requirements governing the collection and reporting of Government Monitoring Data that are set forth in the Home Affordable Modification Program Government Monitoring Data Requirements for Freddie Mac-owned Mortgages posted on Freddie Mac's web site at **http://www.freddiemac.com/singlefamily/service/hmp_solicitation.html**.

9205.17: Responsiveness to Borrower inquiries (03/02/16)

Servicers should have procedures and systems in place to be able to track and respond to inquiries and complaints about Mortgage modifications. Refer to Sections 8101.5 and 8101.6 for complete requirements related to Borrower inquiries and complaints.

Additionally, pursuant to the requirements in Section 8501.1, Servicers must employ staff, including phone agents for both incoming and outgoing calls, that is adequately trained to discuss interest rate adjustments.

9205.18: Servicer Compliance with HAMP requirements (03/02/16)

Servicers must comply with all Freddie Mac HAMP requirements and must document the execution of loan evaluation, loan modification and accounting processes. Servicers must develop and execute a quality assurance program that includes either a statistically based (with a 95% confidence level) or a 10% stratified sample of loans modified, drawn within 30-45 days of final modification and reported on within 30-45 days of review. In addition, a trending analysis must be performed on a rolling 12-month basis.

The scope of the assessments will include, among other things, an evaluation of the Mortgage file, servicing system and all other documentation required to be maintained to confirm the Servicer's adherence (e.g., accuracy and timeliness) to Freddie Mac's requirements with respect to the following:

- Evaluation of Borrower and property eligibility
- Compliance with underwriting guidelines
- Execution of net present value (NPV)/waterfall processes
- Completion of Borrower incentive payments
- Data integrity

The review may also evaluate the effectiveness of the Servicer's quality assurance program; such evaluation may include, without limitation, the timing and size of the sample selection, the scope of the quality assurance reviews, and the reporting and remediation process.

Freddie Mac may conduct one or both types of compliance assessments: on-site and remote. Both on-site and remote reviews may consist of the following activities (among others): notification, scheduling, self-assessments, documentation submission, interviews, file reviews, and reporting.

For on-site reviews, Freddie Mac will strive to provide the Servicer with (i) a 30-day advance notification of a pending review and (ii) subsequent confirmation of the dates of the review. However, Freddie Mac reserves the right to arrive at the Servicer's site unannounced. Freddie Mac will request the Servicer to make available documentation, including, without limitation, policies and procedures, management reports, loan files and a risk control self-assessment ready for review. Additionally, Freddie Mac may request additional loan files during the review. Loan files subject to review (for both on-site and remote reviews) include (but are not necessarily

limited to) files relating to loan modifications that are (i) approved or declined by the Servicer under HAMP, (ii) approved by the Servicer, but as to which the offer to modify is not accepted by the Borrower, and (iii) subject to a default by the Borrower during or after the Trial Period. In connection with on-site reviews, interviews will usually be conducted in person.

During the review window, Freddie Mac will review loan files and other requested documentation to evaluate compliance with HAMP terms. Upon the completion of the review, Freddie Mac will conduct an exit interview with the Servicer to discuss preliminary assessment results.

For remote reviews, Freddie Mac will request the Servicer to send documentation, including, without limitation, policies and procedures, management reports, loan files and a risk control self-assessment within 30 days of the request. In addition, time will be scheduled for phone interviews, including a results summary call after the compliance review is completed to discuss preliminary results.

The targeted time frame for publishing the Servicer assessment report is 30 days after the completion of the review.

There will be an issue/resolution appeal process for Servicer assessments. Servicers will be able to submit concerns or disputes to an independent quality assurance team within Freddie Mac.

9205.19: Special HAMP requirements for Mortgages with a second mortgage lien (03/02/16)

(a) Sharing of information with second lien servicers and obtaining Borrower consent to share information

Pursuant to the Treasury Supplemental Directive 09-05, Treasury introduced the Second Lien Modification Program ("2MP"), which was subsequently revised on March 26, 2010. Under 2MP, when a Borrower's first lien mortgage is modified under HAMP and the servicer of the second lien is a 2MP participant, that servicer must offer either to modify the Borrower's second lien according to a defined protocol or accept a lump sum payment from Treasury in exchange for full extinguishment of the second lien. The servicer of the second lien may rely on the financial information provided by the Borrower in conjunction with the modification of the first-lien under HAMP.

In order to facilitate the communication of HAMP modification information between first and second lien servicers, Lender Processing Services' (LPS) Applied Analytics division will maintain on behalf of Treasury a database of second liens that may be eligible under 2MP and that are serviced by servicers participating in 2MP.

Freddie Mac Servicers that modify any first-lien Mortgages in accordance with the requirements of this chapter must cooperate with the servicer of the second lien in order to

facilitate the successful modification of the second lien including the sharing of first-lien modification data with LPS under 2MP through Fannie Mae.

Extinguishment of a junior lien on the property is not a pre-requisite to receiving a modification under, or otherwise a requirement of, HAMP.

(b) Borrower incentive compensation for second lien modifications under 2MP

Borrowers will receive an annual "Pay for Performance" principal balance reduction payment of up to $250 for up to five years following the effective date of the second lien modification as long as both the HAMP modification of the first lien and the 2MP modification remain in good standing and have not been paid in full as of the date the payment is made. This payment will be paid to the Servicer of the second lien Mortgage and must be applied towards reducing the UPB on the second lien in the same manner as the Borrower's first-lien modification "Pay for Performance" incentive payment is applied to the Borrower's UPB (see also Section 9205.12(b)).

9205.20: HAMP electronic solicitation and modification (03/02/16)

Servicers should refer to Chapter 1401 for the definition of the following terms used in this section:

- Electronic
- Electronic Record
- Electronic Signature
- Electronic Transaction

(a) Electronic submission of HAMP documents

In lieu of having the Servicer or Borrower, as applicable, prepare, sign and return paper documents, certain documents may be prepared, signed and sent electronically by a Servicer to the Borrower or by a Borrower to the Servicer, provided such Electronic Transactions comply with the requirements of Section 1401.17, Chapter 1401 and this section. With the exception of IRS Form 4506T-EZ, Short Form Request for Individual Tax Return Transcript, or IRS Form 4506-T, Request for Transcript of Tax Return, all documentation required to be prepared, signed or sent by either the Servicer or the Borrower under HAMP are considered "loss mitigation documents" for purposes of Section 1401.17. (IRS Form 4506T-EZ or Form 4506-T may only be a loss mitigation document for purposes of Section 1401.17 if either of those forms is received from the Borrower in a manner that permits the Servicer to submit the form to the IRS in strict compliance with the IRS instructions and any other applicable IRS

requirements.) Refer to Section 9205.20(c) for additional requirements related to the Home Affordable Modification Agreement (the HAMP eModification Agreement).

All Electronic loss mitigation documents, and any other Electronic Mortgage file documents are Electronic Records, and must be capable of being retrieved and printed in a manner that accurately reflects the information originally contained in the Electronic Records. All Electronic Records must be accessible (either electronically or on paper) and promptly made available to Freddie Mac upon request.

(b) Electronic solicitation

Servicers may solicit Borrowers for a modification under HAMP electronically (e.g., by e-mail or fax) unless provided otherwise in this chapter, provided all of the following requirements are met:

- The Borrower has previously expressly consented to the receipt of Servicer communications concerning the Borrower's Mortgage through such electronic means
- The Servicer has reasonable assurance that the Borrower's contact information for receipt of the communication is accurate (e.g., e-mail address)
- The solicitation is conducted in compliance with all applicable federal, State and local laws, including, without limitation, the federal Electronic Signatures in Global and National Commerce Act ("E-SIGN"), disclosure regulations, the Gramm-Leach-Bliley Act and its implementing regulations, and other applicable privacy and data security laws and regulations

Note: Servicers must comply with the Borrower solicitation standards of Section 9102.5, which include the permissible use of and requirements for Electronic communication with the Borrower.

(c) HAMP eModification agreements

(i) Special representations and warranties

A Servicer allowing Borrowers to receive, transmit or electronically sign a HAMP eModification Agreement represents and warrants to Freddie Mac that it has complied with the requirements of the Guide and that the HAMP eModification Agreement is authentic, its terms are valid and enforceable against the Borrower, and the Mortgage maintains a First Lien position.

(ii) Restrictions on the use of a HAMP eModification Agreement

A HAMP eModification Agreement may be, but is not required to be, a Category 3 SMARTDoc (v1.02), unless the recording jurisdiction requires that format and Chapter 9205 requires the Modification Agreement to be recorded or in recordable format.

Servicers may **not** use a HAMP eModification Agreement if:

- The Mortgage, as modified by the HAMP eModification Agreement, would be invalid or unenforceable or would no longer be in First Lien position
- A new Borrower is to be added to the original (or previously modified) Note or Security Instrument as part of the HAMP modification
- An existing Borrower is to be released from the original (or previously modified) Note or Security Instrument as part of the HAMP modification
- A Borrower is currently engaged in litigation other than a foreclosure action with Freddie Mac involving the Mortgage
- The jurisdiction in which the HAMP eModification Agreement would be recorded does not permit or provide for recordation of Electronic documents and Chapter 9205 requires the Modification Agreement to be recorded or in recordable form
- The Servicer is unable to comply with the recording jurisdiction's recordation and formatting requirements for an Electronic document, and Chapter 9205 requires the Modification Agreement to be recorded or in recordable form

A Servicer of a Mortgage with an electronic Note ("eNote") (such Mortgage is referred to as an "eMortgage") must contact their Freddie Mac representative for requirements regarding the use of a HAMP eModification Agreement to modify an eMortgage.

Any costs resulting from a Servicer choosing to use a HAMP eModification Agreement will not be reimbursed by Freddie Mac and such costs may not be assessed to a Borrower.

(iii) General requirements applicable to all Freddie Mac HAMP eModification Agreements

Servicers must:

- Process, modify and store HAMP eModification Agreements of Freddie Mac-owned Mortgages electronically under no less stringent requirements than the Servicer follows when electronically processing, modifying and storing its own mortgages in its portfolio
- Consult with their legal counsel to ensure that the Servicer's use, processing, and storage of a HAMP eModification Agreement complies with all applicable federal, State and local laws, including, without limitation, the federal Electronic Signatures in Global and National Commerce ("E-SIGN") Act and/or the Uniform Electronic Transactions Act (UETA), as enacted in the local jurisdiction, the Gramm-Leach-

Bliley Act, and its implementing regulations, and other applicable privacy, disclosure, and data security laws and regulations

- Provide for Electronic notarization when required, subject to applicable law
- Be able to comply with all Guide requirements to service the Mortgage, as modified by a HAMP eModification Agreement, including, but not limited to, Servicing obligations related to payoff (e.g., cancellation of the Mortgage, Note and HAMP eModification Agreement), grant of a deed-in-lieu of foreclosure, foreclosure, repurchase of an electronically modified Mortgage, and litigation
- Notify Freddie Mac when initiating legal action, including foreclosure, on a Mortgage that has been electronically modified, and further, must use counsel that has the experience or demonstrated ability to enforce claims under electronically created Mortgages, Notes or other financial instruments

(iv) Additional requirements when the HAMP Modification Agreement must be recorded or in recordable format

When Section 9205.9(f) requires a HAMP Modification Agreement to be recorded or in recordable format, a Servicer may use a HAMP eModification Agreement, provided the Servicer is able to record the HAMP eModification Agreement in compliance with the recording jurisdiction's recordation and electronic format requirements.

(v) Document custodial requirements

Upon execution of a HAMP eModification Agreement, the Servicer must provide a copy of the executed HAMP eModification Agreement (**explicitly designated as a copy**) to its Document Custodian in a paper or other format that is acceptable to the Document Custodian, to be maintained with the Note.

If recordation is required, the Servicer must provide a copy of the recorded HAMP eModification Agreement or a copy of any evidence of recordation together with a copy of the executed HAMP eModification Agreement to its Document Custodian.

(vi) Storage and safekeeping of HAMP eModification Agreements

HAMP eModification Agreements (including printed paper copies of facsimiles of HAMP eModification Agreements) must be stored in accordance with the Guide requirements for storing Mortgage file documents. HAMP eModification Agreements must be associated with all paper Mortgage file documents so that all Servicing records (both paper and electronic) are identified with, and associated to, the particular Mortgage transaction.

(vii) Transfers of Servicing

For requirements related to the Transfers of Servicing of an eModification, refer to Section 9205.11(g).

(viii) Data security requirements and data privacy protection

Servicers must follow the data security requirements in Section 1401.5 and the data privacy protection standards in Section 8101.8. Servicers are required to maintain their Servicing records storage system and conduct periodic information security reviews of the data stored and maintained in their Servicing records storage system based on, but not limited to, applicable federal, State and local laws and regulations and the Guide.

Freddie Mac reserves the right to require a Servicer to implement additional security measures regarding its Servicing records storage system.

(ix) Disaster Recovery/Business Continuity Plan

Servicers must create and maintain a Disaster Recovery/Business Continuity Plan (DR/BCP) that includes a backup storage site that is not susceptible to the same types of major disasters as the primary storage site. The DR/BCP must provide for recovery of functionality, availability, and data services back to the point of failure within a commercially reasonable period of time (usually within 48 hours of a disaster).

9205.20: HAMP electronic solicitation and modification (Future effective date 05/02/16)

Servicers should refer to Chapter 1401 for the definition of the following terms used in this section:

- Electronic
- Electronic Record
- Electronic Signature
- Electronic Transaction

(a) Electronic submission of HAMP documents

In lieu of having the Servicer or Borrower, as applicable, prepare, sign and return paper documents, certain documents may be prepared, signed and sent electronically by a Servicer to the Borrower or by a Borrower to the Servicer, provided such Electronic Transactions comply with the requirements of Section 1401.17, Chapter 1401 and this section. With the exception of IRS Form 4506T-EZ, Short Form Request for Individual Tax Return Transcript, or IRS Form 4506-T, Request for Transcript of Tax Return, all documentation required to be prepared, signed or sent by either the Servicer or the Borrower under HAMP are considered

"loss mitigation documents" for purposes of Section 1401.17. (IRS Form 4506T-EZ or Form 4506-T may only be a loss mitigation document for purposes of Section 1401.17 if either of those forms is received from the Borrower in a manner that permits the Servicer to submit the form to the IRS in strict compliance with the IRS instructions and any other applicable IRS requirements.) Refer to Section 9205.20(c) for additional requirements related to the Home Affordable Modification Agreement (the HAMP eModification Agreement).

All Electronic loss mitigation documents, and any other Electronic Mortgage file documents are Electronic Records, and must be capable of being retrieved and printed in a manner that accurately reflects the information originally contained in the Electronic Records. All Electronic Records must be accessible (either electronically or on paper) and promptly made available to Freddie Mac upon request.

(b) Electronic solicitation

Servicers may solicit Borrowers for a modification under HAMP electronically (e.g., by e-mail or fax) unless provided otherwise in this chapter, provided all of the following requirements are met:

- The Borrower has previously expressly consented to the receipt of Servicer communications concerning the Borrower's Mortgage through such electronic means
- The Servicer has reasonable assurance that the Borrower's contact information for receipt of the communication is accurate (e.g., e-mail address)
- The solicitation is conducted in compliance with all applicable federal, State and local laws, including, without limitation, the federal Electronic Signatures in Global and National Commerce Act ("E-SIGN"), disclosure regulations, the Gramm-Leach-Bliley Act and its implementing regulations, and other applicable privacy and data security laws and regulations

Note: Servicers must comply with the Borrower solicitation standards of Section 9102.5, which include the permissible use of and requirements for Electronic communication with the Borrower.

(c) HAMP eModification agreements

(i) Special representations and warranties

A Servicer allowing Borrowers to receive, transmit or electronically sign a HAMP eModification Agreement represents and warrants to Freddie Mac that it has complied with the requirements of the Guide and that the HAMP eModification Agreement is authentic, its terms are valid and enforceable against the Borrower, and the Mortgage maintains a First Lien position.

(ii) Restrictions on the use of a HAMP eModification Agreement

A HAMP eModification Agreement may be, but is not required to be, a Category 3 SMARTDoc (v1.02), unless the recording jurisdiction requires that format and Chapter 9205 requires the Modification Agreement to be recorded or in recordable format.

Servicers may **not** use a HAMP eModification Agreement if:

- The Mortgage, as modified by the HAMP eModification Agreement, would be invalid or unenforceable or would no longer be in First Lien position
- A new Borrower is to be added to the original (or previously modified) Note or Security Instrument as part of the HAMP modification
- An existing Borrower is to be released from the original (or previously modified) Note or Security Instrument as part of the HAMP modification
- A Borrower is currently engaged in litigation other than a foreclosure action with Freddie Mac involving the Mortgage
- The jurisdiction in which the HAMP eModification Agreement would be recorded does not permit or provide for recordation of Electronic documents and Chapter 9205 requires the Modification Agreement to be recorded or in recordable form
- The Servicer is unable to comply with the recording jurisdiction's recordation and formatting requirements for an Electronic document, and Chapter 9205 requires the Modification Agreement to be recorded or in recordable form

A Servicer of a Mortgage with an electronic Note ("eNote") (such Mortgage is referred to as an "eMortgage") must contact their Freddie Mac representative for requirements regarding the use of a HAMP eModification Agreement to modify an eMortgage.

Any costs resulting from a Servicer choosing to use a HAMP eModification Agreement will not be reimbursed by Freddie Mac and such costs may not be assessed to a Borrower.

(iii) General requirements applicable to all Freddie Mac HAMP eModification Agreements

Servicers must:

- Process, modify and store HAMP eModification Agreements of Freddie Mac-owned Mortgages electronically under no less stringent requirements than the Servicer follows when electronically processing, modifying and storing its own mortgages in its portfolio
- Consult with their legal counsel to ensure that the Servicer's use, processing, and storage of a HAMP eModification Agreement complies with all applicable federal,

State and local laws, including, without limitation, the federal Electronic Signatures in Global and National Commerce ("E-SIGN") Act and/or the Uniform Electronic Transactions Act (UETA), as enacted in the local jurisdiction, the Gramm-Leach-Bliley Act, and its implementing regulations, and other applicable privacy, disclosure, and data security laws and regulations

- Provide for Electronic notarization when required, subject to applicable law
- Be able to comply with all Guide requirements to service the Mortgage, as modified by a HAMP eModification Agreement, including, but not limited to, Servicing obligations related to payoff (e.g., cancellation of the Mortgage, Note and HAMP eModification Agreement), grant of a deed-in-lieu of foreclosure, foreclosure, repurchase of an electronically modified Mortgage, and litigation
- Notify Freddie Mac when initiating legal action, including foreclosure, on a Mortgage that has been electronically modified, and further, must use counsel that has the experience or demonstrated ability to enforce claims under electronically created Mortgages, Notes or other financial instruments

(iv) Additional requirements when the HAMP Modification Agreement must be recorded or in recordable format

When Section 9205.9(f) requires a HAMP Modification Agreement to be recorded or in recordable format, a Servicer may use a HAMP eModification Agreement, provided the Servicer is able to record the HAMP eModification Agreement in compliance with the recording jurisdiction's recordation and electronic format requirements.

(v) Document custodial requirements

Upon execution of a HAMP eModification Agreement, the Servicer must provide a copy of the executed HAMP eModification Agreement (**explicitly designated as a copy**) to its Document Custodian in a paper or other format that is acceptable to the Document Custodian, to be maintained with the Note.

If recordation is required, the Servicer must provide a copy of the recorded HAMP eModification Agreement or a copy of any evidence of recordation together with a copy of the executed HAMP eModification Agreement to its Document Custodian.

(vi) Storage and safekeeping of HAMP eModification Agreements

HAMP eModification Agreements (including printed paper copies of facsimiles of HAMP eModification Agreements) must be stored in accordance with the Guide requirements for storing Mortgage file documents. HAMP eModification Agreements must be associated with all paper Mortgage file documents so that all Servicing records (both paper and electronic) are identified with, and associated to, the particular Mortgage transaction.

(vii) Transfers of Servicing

For requirements related to the Transfers of Servicing of an eModification, refer to Section 9205.11(g).

(viii) Data security requirements and data privacy protection

Servicers must follow the data security requirements in Sections 1302.2 and 1401.5 and the data privacy protection standards in Section 8101.8. Servicers are required to maintain their Servicing records storage system and conduct periodic information security reviews of the data stored and maintained in their Servicing records storage system based on, but not limited to, applicable federal, State and local laws and regulations and the Guide.

Freddie Mac reserves the right to require a Servicer to implement additional security measures regarding its Servicing records storage system.

(ix) Disaster Recovery/Business Continuity Plan

Servicers must create and maintain a Disaster Recovery/Business Continuity Plan (DR/BCP) that includes a backup storage site that is not susceptible to the same types of major disasters as the primary storage site. The DR/BCP must provide for recovery of functionality, availability, and data services back to the point of failure within a commercially reasonable period of time (usually within 48 hours of a disaster).

9205.21: Authorized services under the Amended Servicer Participation Agreement (03/02/16)

Servicers subject to a Commitment to Purchase Instrument and Servicer Participation Agreement ("Servicer Participation Agreement") with the Program Administrator, as financial agent to the Treasury, are authorized to enter into the Amendment to the Servicer Participation Agreement ("Amended Servicer Participation Agreement") posted on **www.HMPadmin.com** on January 29, 2015.

When performing services for Treasury under the Amended Servicer Participation Agreement, the Servicer is authorized to engage in the following limited services:

1. Determine which Borrowers are in good standing (having never been 90 or more days past due on their HAMP modification (e.g., three monthly payments are due and unpaid on the last day of the third month)) as of the sixth anniversary of their Trial Period Plan Effective Date (sixth anniversary date)

2. Receive a Dodd-Frank Certification or its Freddie Mac equivalent, Form 720, Real Estate Fraud Certification Form, from potentially eligible Borrowers in accordance with documentation requirements established in Treasury's Supplemental Directive 15-01 for

purposes of determining which of those Borrowers are eligible to receive a one-time $5,000 HAMP Year Six Pay for Performance incentive funded through Treasury's Troubled Asset Relief Program (TARP)

3. Apply to an eligible Borrower's Mortgage account the one-time $5,000 HAMP Year Six Pay for Performance incentive funded through TARP in accordance with application of funds requirements set forth in Section 9205.12(b)

4. Comply with reporting requirements and other requests for information issued by Treasury or the Program Administrator that are related to the authorized services set forth in the first three bullets of this Section 9205.21, in accordance with applicable law; and

5. Comply with any compliance or audit review related requests from Treasury, or any third party that Treasury has designated to perform such reviews, that relate to the authorized services set forth above in the first three bullets of this Section 9205.21, in accordance with applicable law

Servicers that enter into an Amended Servicer Participation Agreement must perform the authorized services set forth in this Section 9205.21 for Treasury. With respect to Mortgages guaranteed or owned by Freddie Mac, Servicers are not authorized to perform any other services for Treasury, unless expressly authorized in writing by Freddie Mac.

Chapter 9206: Modifications

9206.1: What is a loan modification? (03/02/16)

A modification is a written agreement that the Servicer enters into with the Borrower that permanently changes one or more of the original terms of the Note, such as:

1. An increase in the amount of the UPB caused by capitalization of interest or non-interest arrearages, Escrow amounts and/or other advances

2. A change in the Note Rate

3. A change in the monthly payment

4. A change in the maturity date

5. A forbearance of a portion of the principal balance (no write-off or permanent reduction of the UPB, delinquent interest or other non-interest arrearages of the Mortgage is allowed)

6. Change in the product type (e.g., an adjustable-rate Mortgage to a fixed-rate Mortgage)

9206.2: When to consider a Freddie Mac Standard Modification (03/02/16)

The Servicer must evaluate the Borrower for a Freddie Mac Standard Modification under this chapter if the Borrower was first determined to be ineligible for a modification under Chapter 9205, Home Affordable Modification Program, and the Servicer has otherwise complied with the evaluation hierarchy in Section 9201.2.

Unless otherwise notified by Freddie Mac, all Freddie Mac Servicers are delegated to approve a Standard Modification in accordance with the requirements of the Guide or other Purchase Documents. Refer to Sections 1301.2(h) and 9206.5(g) for additional information about delegated authority and adverse action notice requirements.

9206.3: Freddie Mac Streamlined Modification (03/09/16)

The Freddie Mac Streamlined Modification is a mortgage modification that does not require the Borrower to provide a Borrower Response Package. Servicers must offer each eligible Borrower a Streamlined Modification Trial Period Plan.

Servicers must refer to the special requirements in Section 9206.3(f) for Borrowers who experience a hardship as a result of an Eligible Disaster and who were current or less than 31 days delinquent as of the date of the disaster.

(a) Eligibility requirements and exclusions for a Streamlined Modification

A Borrower is eligible to receive a Streamlined Modification Trial Period Plan Notice subject to the following requirements:

1. The Borrower is at least 90 days delinquent, or the Borrower has a Step-Rate Mortgage and has become at least 60 days delinquent within 12 months following the first payment due date resulting from an interest rate adjustment. Borrowers who reach the applicable Streamlined Modification Delinquency threshold (i.e., Borrowers who become 90 days delinquent, or Borrowers with Step-Rate Mortgages who become 60 days delinquent) remain eligible even if a subsequent payment is received following the Borrower evaluation or solicitation that results in the Borrower becoming less delinquent than the eligible Delinquency threshold.

2. The Mortgage is a conventional First Lien Mortgage currently owned in whole or in part or guaranteed by Freddie Mac

3. The property is a Primary Residence, second home or an Investment Property and may be vacant or condemned

4. The Mortgage must have been originated at least 12 months prior to the evaluation date

5. The Streamlined Modification must result in a principal and interest (P&I) payment that is less than or equal to the pre-modification P&I payment. (Refer to Sections 9206.5 and 9206.10 for additional payment reduction requirements.)

6. If the Mortgage is secured by a leasehold estate, the term of the lease (or any exercised option to renew the lease, or any renewal options that are enforceable by the leasehold mortgagee, whichever is applicable) must not terminate earlier than five years after the maturity date of the proposed modified Mortgage. In the event that the current term of the lease (or applicable renewal options) terminates earlier than five years after the maturity date of the proposed modified Mortgage, the term of the lease must be renegotiated in order to satisfy this requirement prior to offering the Borrower a Trial Period Plan.

7. If the Mortgage is subject to an indemnification agreement and is otherwise eligible under the requirements of this chapter, the Servicer has discretion to approve the mortgage modification provided the following conditions are met:

   - The modified Mortgage retains its credit enhancement

- If the Servicer is not the credit enhancement provider, the Servicer must first obtain in writing any required approval under the terms of the credit enhancement from the entity providing the enhancement to enter into a modification agreement that complies with the requirements of this chapter; and

- The Servicer remits to Freddie Mac an annual payment for the amount of all modification-related costs (e.g., interest rate shortfall) as calculated by Freddie Mac pursuant to Freddie Mac's "Modification Loss Amount" methodology. The Modification Loss Amounts due will be calculated on a monthly basis, and billed on an annual basis for the life of the modified Mortgage. If the Mortgage is subject to a partial indemnification, each year the Servicer will be billed the appropriate percentage of the Modification Loss Amount that corresponds with the partial indemnification agreement. Modification Loss Amounts will be determined by Freddie Mac in accordance with a process described in Bulletin 2016-5.

NOTE: Pursuant to Section 9204.6, the Servicer is not eligible to receive an incentive for completing a modification on a Mortgage that is subject to an indemnification agreement.

8. The Borrower is not deemed ineligible based on the exclusions listed below

Refer to Section 9102.5 for additional information on solicitation of delinquent Borrowers.

Before offering the Borrower a Streamlined Modification Trial Period Plan, Servicers must either obtain the applicable MI's approval of the terms of each modification on a case-by-case basis, or ensure that the applicable MI has provided a delegation of authority to the Servicer that applies to the requested modification.

Exclusions from a Streamlined Modification

The following Borrowers and/or Mortgages are ineligible for a Streamlined Modification:

- The Borrower was previously offered but failed a Streamlined Modification or Streamlined Modification Trial Period Plan

- The Mortgage was previously modified with modification terms determined in accordance with Section 9206.10(a) and the Mortgage became 60 or more days delinquent within 12 months of the Modification Effective Date, and the Borrower has not brought the Mortgage current following the Delinquency

- The Borrower failed a previous modification Trial Period Plan within 12 months of the evaluation date and the terms of the Trial Period Plan were determined in accordance with Section 9206.10(a)

- The Mortgage is subject to an approved short sale or deed-in-lieu of foreclosure transaction

- The Mortgage is currently subject to an unexpired offer to the Borrower for another modification or other alternative to foreclosure, such as a forbearance or repayment plan

- The Borrower is currently performing under another Trial Period Plan, forbearance plan or repayment plan

- The Mortgage is an FHA, VA or Guaranteed Rural Housing Mortgage

- The Mortgage has previously been modified three or more times

- The Mortgage is subject to recourse

Any Borrower who is ineligible for a Streamlined Modification must provide a complete Borrower Response Package in order to be evaluated for the most appropriate workout solution in accordance with the evaluation hierarchy in Section 9201.2.

(b) Determining the terms for a Streamlined Modification Trial Period Plan and a Streamlined Modification

The terms for a Streamlined Modification Trial Period Plan and modification agreement are determined according to the same steps listed in Section 9206.10(a) for a Freddie Mac Standard Modification ("Standard Modification").

(c) Complete Borrower Response Package received

(i) If the Servicer receives a complete Borrower Response Package from the Borrower prior to the Borrower reaching the Streamlined Modification Delinquency threshold described in Section 9206.3(a), the Servicer must acknowledge receipt of the package and review it in accordance with the evaluation hierarchy found in Section 9201.2.

The Servicer must offer an eligible Borrower a Streamlined Modification in accordance with the requirements of this section once the Borrower reaches the applicable Delinquency threshold if:

- The Servicer has not received a complete Borrower Response Package, or

- The Servicer previously conducted an evaluation of a complete Borrower Response Package and determined that the Borrower was not eligible for any alternative to foreclosure, or

- The Borrower has rejected all other alternatives to foreclosure offered by the Servicer, or

- The Servicer has received a complete Borrower Response Package, but has not completed its evaluation of the package prior to the date the Streamlined Modification solicitation will be sent to the Borrower

(ii) If the Servicer receives a complete Borrower Response Package after the date the Streamlined Modification solicitation is sent to the Borrower, and prior to sending the modification agreement, the Servicer must acknowledge receipt of the package and evaluate the Borrower in accordance with the requirements below.

If the Borrower has accepted the Streamlined Modification Trial Period Plan offer…	**Then…**
And the Mortgaged Premises is located within a jurisdiction that is eligible for the Freddie Mac MyCity Modification in accordance with Bulletin 2014-24	The Servicer must evaluate the Borrower for a MyCity Modification. Provided the Borrower is eligible for the MyCity Modification, the Servicer must offer the modification option that provides for the lowest P&I payment between the Streamlined Modification and MyCity Modification.
And the Borrower and/or Mortgage is ineligible for the MyCity Modification	The Servicer must evaluate the Borrower for a Home Affordable Modification Program (HAMP®) modification. Provided the Borrower is eligible for the HAMP modification, the Servicer must offer the modification that provides for the lowest P&I payment between the Streamlined Modification and HAMP.
OR	
If the Borrower has not accepted the Streamlined Modification Trial Period Plan	Then the Servicer must review the Borrower Response Package for all alternatives to foreclosure in accordance with the Guide and applicable Purchase Documents

In situations where the Servicer has received a complete Borrower Response Package, but has not completed its evaluation of the package **prior to sending the Streamlined Modification solicitation** and the Borrower has not yet accepted the offer, the Servicer must complete its review of the package for all alternatives to foreclosure in accordance with the Guide. However, if the Borrower has accepted the Streamlined Modification

Trial Period Plan, the Servicer must complete its review of the Borrower Response Package for a MyCity Modification or a HAMP modification, as applicable.

Borrower qualifies for the MyCity Modification

If the Borrower qualifies for a MyCity Modification and the post-modified monthly P&I payment under the MyCity Modification is less than the P&I payment available under the Streamlined Modification, the Servicer must offer the Borrower the MyCity Modification. The Servicer must send a Streamlined Modification Trial Period Plan Notice model clause included in Exhibit 93, Evaluation Model Clauses, to the Borrower and edit the offer letter to:

- Reflect the terms of the MyCity Modification
- Remove language in the body of the letter and in the "Frequently Asked Questions" section requiring the Borrower to submit a complete Borrower Response Package to facilitate a review for a HAMP modification, and
- Indicate that a restart of the Trial Period is not required and if the Borrower complies with the terms of the Streamlined Modification Trial Period Plan and executes the MyCity Modification modification agreement, he or she will receive the MyCity Modification terms

The Servicer must permit the Borrower to continue making the required Streamlined Modification Trial Period Plan payments and send the Borrower a MyCity Modification modification agreement reflecting MyCity Modification terms upon successful completion of the Streamlined Modification Trial Period Plan. The Servicer must convert the existing Streamlined Modification Trial Period Plan to a MyCity Modification Trial Period Plan in Workout Prospector® by transmitting an exception request in accordance with Bulletin 2014-25, and by reporting default action code BF – "Standard Modification Trial Period" in accordance with the requirements of Bulletin 2014-25 and Section 9206.13(a).

Borrower does not qualify for the MyCity Modification

If the Borrower does not qualify for a MyCity Modification based on a review of a complete Borrower Response Package received during the Trial Period, the Servicer must provide those notices or disclosures, if any, required under the Equal Credit Opportunity Act, Fair Credit Reporting Act, Truth-in-Lending Act, and other applicable law or regulation. However, if the Borrower complies with the terms of the Streamlined Modification Trial Period Plan and makes all required payments, the Mortgage will be modified reflecting the terms of the Streamlined Modification upon return of an executed modification agreement.

Borrower qualifies for a HAMP modification

If the Borrower qualifies for a HAMP modification and the post-modified monthly P&I payment under the HAMP modification is less than the P&I payment available under the Streamlined Modification, the Servicer must offer the Borrower the HAMP modification. The Servicer must send a HAMP Agreement Cover letter (Form 1118) to the Borrower and edit the offer letter to indicate that a restart of the Trial Period is not required and if the Borrower complies with the terms of the Streamlined Modification Trial Period Plan and executes the Home Affordable Modification Agreement (Form 3157), he or she will receive the HAMP modification terms. The Servicer must permit the Borrower to continue making the required Streamlined Modification Trial Period Plan payments and send the Borrower a Home Affordable Modification Agreement reflecting HAMP modification terms upon successful completion of the Streamlined Modification Trial Period Plan. The Servicer must convert the existing Streamlined Modification Trial Period Plan to a HAMP Trial Period Plan in Workout Prospector.

Mortgages that convert from a Streamlined Modification Trial Period Plan to a modification under HAMP without restart of the Trial Period must also be reported to Fannie Mae, in its capacity as program administrator for the United States Department of the Treasury ("Program Administrator"), via the HAMP Reporting Tool. Servicers should refer to the Program Administrator for specific reporting requirements on reporting HAMP loan-level data in the HAMP Reporting Tool.

Borrower does not qualify for a HAMP modification

If the Borrower does not qualify for a HAMP modification based on a review of a complete Borrower Response Package received during the Trial Period, the Servicer must communicate to the Borrower verbally or in writing a confirmation that the Borrower is ineligible for HAMP. However, if the Borrower complies with the terms of the Streamlined Modification Trial Period Plan and makes all required payments, the Mortgage will be modified reflecting the terms of the Streamlined Modification upon return of an executed modification agreement.

(d) Servicer incentives

Servicers are eligible to receive compensation for completing a Streamlined Modification in accordance with the Standard Modification incentive structure and requirements described in Section 9204.6.

(e) Other requirements

Except as otherwise provided in this Section 9206.3, Servicers must process a Streamlined Modification in accordance with, and subject to, the same requirements set forth in Section 9206.8 and Sections 9206.10 through 9206.18 that are otherwise applicable to processing a Standard Modification.

(f) Special requirements for Borrowers impacted by an Eligible Disaster

The requirements of this Section 9206.3(f) apply for Borrowers who were current or less than 31 days delinquent as of the date of an Eligible Disaster and experienced a hardship due to their Mortgaged Premises or places of employment being located in an Eligible Disaster Area.

The Servicer must evaluate the Borrower for a Streamlined Modification if the Borrower is 90 or more days delinquent, or the Borrower has a Step-Rate Mortgage and is at least 60 days delinquent, provided the Borrower became at least 60 days delinquent within 12 months following the first payment due date resulting from an interest rate adjustment, a Borrower Response Package has not been received and one of the following conditions is met:

- The Borrower is not eligible for a Capitalization and Extension Modification for Disaster Relief ("Disaster Relief Modification")
- The Borrower declines a Disaster Relief Modification offer
- The Servicer is unable to achieve quality right party contact with the Borrower at the end of the disaster-related forbearance period to determine financial status and eligibility for a Disaster Relief Modification

The following special requirements apply when the Streamlined Modification is subject to this Section 9206.3(f) and supersede certain provisions of Sections 9206.3(a) through 9206.3(c):

- The Servicer is not required to have previously solicited the Borrower for a foreclosure prevention alternative
- The following Mortgages are ineligible for a Streamlined Modification. These exclusions are in lieu of the exclusions described in subsection (a) above.
  - The Mortgage is an FHA, VA or Guaranteed Rural Housing Mortgage
  - The Mortgage is subject to recourse
  - With the exception of a disaster-related forbearance plan, the Mortgage is currently performing under another forbearance plan, Trial Period Plan or repayment plan
  - The Mortgage is subject to an approved short sale or deed-in-lieu of foreclosure
  - The Mortgage is currently subject to an unexpired offer to the Borrower for another modification or other foreclosure prevention alternative, such as a non-disaster-related forbearance or repayment plan

If the Servicer was not collecting Escrows on the existing Mortgage, the Borrower is not required to establish an Escrow account as a condition of the modification unless otherwise required by

applicable law, or the Servicer confirms that the taxes and insurance premiums have not been paid and are past due.

9206.4: Capitalization and Extension Modification for Disaster Relief (03/09/16)

The Capitalization and Extension Modification for Disaster Relief ("Disaster Relief Modification") is a modification for a Borrower who was impacted by an Eligible Disaster. Servicers must consider eligible Borrowers for this modification once the Borrower's hardship is resolved if the Borrower indicates he or she is able to resume making the contractual monthly payments on the Mortgage but reinstatement or a repayment plan is not a viable option.

Refer to Chapter 8404 for additional requirements for Borrowers whose Mortgaged Premises or places of employment are in an Eligible Disaster Area.

(a) Eligibility requirements for a Disaster Relief Modification

A Borrower is eligible for a Disaster Relief Modification subject to the following requirements:

- The Borrower's hardship must have been caused by an Eligible Disaster
- The Borrower's Mortgaged Premises or place of employment must be located in an Eligible Disaster Area
- The Borrower must have been current or less than 31 days delinquent as of the date of the disaster, and must be at least 60 but less than 360 days delinquent at the time of evaluation for the modification
- The Servicer has been able to achieve quality right party contact with the Borrower and the Borrower indicates that he or she is able to resume making the existing contractual monthly payment on the Mortgage
- The Mortgage is a conventional First Lien Mortgage owned, in whole or in part, or guaranteed by Freddie Mac
- The property may be a Primary Residence, second home or Investment Property and may be vacant or condemned
- If the Mortgage is secured by a leasehold estate, the term of the lease (or any exercised option to renew the lease, or any renewal options that are enforceable by the leasehold mortgagee, whichever is applicable) must not terminate earlier than five years after the maturity date of the proposed modified Mortgage. In the event that the current term of the lease (or applicable renewal options) terminates earlier than five years after the maturity

date of the proposed modified Mortgage, the term of the lease must be renegotiated in order to satisfy this requirement prior to offering the Borrower a Trial Period Plan.

- If the Mortgage is subject to an indemnification agreement and is otherwise eligible under the requirements of this chapter, the Servicer has discretion to approve the mortgage modification provided the following conditions are met:

  - The modified Mortgage retains its credit enhancement

  - If the Servicer is not the credit enhancement provider, the Servicer must first obtain in writing any required approval under the terms of the credit enhancement from the entity providing the enhancement to enter into a modification agreement that complies with the requirements of this chapter; and

  - The Servicer remits to Freddie Mac an annual payment for the amount of all modification-related costs (e.g., interest rate shortfall) as calculated by Freddie Mac pursuant to Freddie Mac's "Modification Loss Amount" methodology. The Modification Loss Amounts due will be calculated on a monthly basis, and billed on an annual basis for the life of the modified Mortgage. If the Mortgage is subject to a partial indemnification, each year the Servicer will be billed the appropriate percentage of the Modification Loss Amount that corresponds with the partial indemnification agreement. Modification Loss Amounts will be determined by Freddie Mac in accordance with a process described in Bulletin 2016-5.

  NOTE: Pursuant to Section 9204.6, the Servicer is not eligible to receive an incentive for completing a modification on a Mortgage that is subject to an indemnification agreement.

The following Mortgages are ineligible for a Disaster Relief Modification:

- FHA, VA or Guaranteed Rural Housing Mortgages

- Mortgages subject to recourse

- Mortgages subject to an approved short sale or deed-in-lieu of foreclosure

- With the exception of a disaster-related forbearance plan, Mortgages where the Borrower is currently performing under another forbearance or repayment plan

- With the exception of a Streamlined Modification, Mortgages currently subject to an unexpired offer to the Borrower for another modification or other foreclosure prevention alternative, such as a non-disaster-related forbearance or repayment plan

(b) Documentation requirements

A Borrower is not required to provide a Borrower Response Package to be considered for and offered a Disaster Relief Modification.

(c) Determination of Trial Period and permanent modification terms

The modified Mortgage must be a fully amortizing fixed-rate Mortgage. The Mortgage after modification must not be: an interest-only Mortgage, a bi-weekly Mortgage or a daily simple interest Mortgage.

The Servicer must follow the steps below when preparing the Trial Period Plan and again when preparing the modification agreement using the modified Mortgage terms once final capitalized amounts are known. If the existing Mortgage includes a non-interesting bearing UPB as a result of a prior modification, the non-interesting bearing UPB will remain deferred under the Disaster Relief Modification.

Step 1: Capitalize the arrearages in accordance with Section 9206.15.

Step 2: Determine the interest rate that will be used to calculate the Trial Period Plan payment and the terms of the permanent modification:

If the existing Mortgage is a:	…then
Fixed-rate Mortgage (excluding Step-Rate Mortgages)	The Servicer must use the existing interest rate on the Mortgage to calculate the Trial Period Plan payment and use that same rate to establish the terms of the permanent modification
ARM or Step-Rate Mortgage and the existing interest rate on the Mortgage is less than Freddie Mac's posted interest rate for Standard Modifications	The Servicer must use Freddie Mac's posted interest rate for Standard Modifications to calculate the Trial Period Plan payment and use that same rate to establish the terms of the permanent modification
ARM or a Step-Rate Mortgage and the existing interest rate on the Mortgage is greater than or equal to Freddie Mac's posted interest rate for Standard Modifications	The Servicer must use the existing interest rate on the Mortgage to calculate the Trial Period Plan payment and use that same rate to establish the terms of the permanent modification

The Standard Modification interest rate referenced above is the Standard Modification interest rate posted on **http://www.freddiemac.com/singlefamily/service/standardmodrate.html** as of the date the Servicer evaluates and determines the

Borrower is eligible for a Trial Period Plan.

Step 3: Extend the term in monthly increments, not to exceed a term of 480 months from the Modification Effective Date, to the point that the modified principal and interest payment equals the existing contractual principal and interest payment on the Mortgage. The modified principal and interest payment may not be greater than the existing contractual principal and interest payment. If necessary, the Servicer must extend the term one additional month to cause the principal and interest payment to fall just below the existing contractual principal and interest payment on the Mortgage.

Example: A Borrower's pre-modified contractual principal and interest payment is $1,100. If extending the term by 20 months would provide a Borrower with a modified principal and interest payment of $1,101 and a term extension of 21 months would result in a modified interest payment less than $1,100, the Servicer must extend the term by 21 months, provided the total modified term does not exceed 480 months.

If the Servicer is not able to achieve the existing contractual principal and interest payment by extending the term to a maximum term of 480 months, the Borrower must be considered for another type of modification in accordance with the evaluation hierarchy in Section 9201.2.

(d) Other requirements

If the Servicer was not collecting Escrows on the existing Mortgage, the Borrower is not required to establish an Escrow account as a condition of the modification unless otherwise required by applicable law or the Servicer confirms that the taxes and insurance premiums have not been paid and are past due.

Except as otherwise provided in this Section 9206.4, Servicers must process a Disaster Relief Modification in accordance with, and subject to, the requirements set forth in Sections 9206.10(c) and 9206.11 through 9206.18.

9206.5: Eligibility requirements for a Freddie Mac Standard Modification (03/09/16)

To be eligible for a Freddie Mac Standard Modification, the Servicer must ensure that the following Borrower, property and Mortgage eligibility requirements are met.

If any of the eligibility requirements are not met, but the Servicer believes, based on an evaluation of a complete Borrower Response Package, that the Borrower should be considered for a Standard Modification, the Servicer must transmit the exception request via Workout

Prospector® to Freddie Mac. Refer to Section 9206.10 for additional information on Workout Prospector.

In addition, if there is a Risk of Property Ownership (see Section 9202.5) and the Mortgage is not otherwise eligible for a Standard Modification, the Servicer may submit a recommendation to Freddie Mac to consider a Standard Modification.

In the event Freddie Mac participated in evaluating a Borrower for a Standard Modification and Freddie Mac denied the request, the Servicer must refer to Section 1301.2(h) for more information on adverse action notices that must be provided to the Borrower on behalf of Freddie Mac under certain limited circumstances.

(a) Borrower eligibility

The Borrower must:

- Have an eligible hardship as described in Section 9202.2. The hardship must currently be causing or be expected to cause a long-term or permanent decrease in the Borrower's income or increase in the Borrower's expenses. NOTE: Unemployment is considered a temporary hardship. Servicers must consider unemployed Borrowers for unemployment forbearance under Sections 9203.22 through 9203.24.

- Have verified income. Unemployment benefits may not be considered as a source of income for a modification.

- Be 60 days or more delinquent. However, a Borrower who is current or less than 60 days delinquent (i.e., less than three monthly payments past due) **and** occupies the property as a Primary Residence is also eligible provided the Borrower is first determined to be in imminent default in accordance with Section 9206.7.

  If, as part of an evaluation for Home Affordable Modification Program (HAMP®) eligibility, a Servicer determined that a Borrower was in imminent default in accordance with Section 9205.7, but was subsequently determined to be ineligible for HAMP and not offered a HAMP Trial Period Plan, the Servicer may rely on that imminent default determination for eligibility for the Standard Modification.

- Be determined to be ineligible for HAMP. In addition, Borrowers who received, but defaulted on a HAMP Trial Period Plan, a HAMP modification or other modification or Trial Period Plan are eligible, except as otherwise prohibited by Section 9206.6.

(b) Property eligibility

- The property may be vacant, but not condemned

- The property may be a Primary Residence, second home or an Investment Property (i.e., owner-occupied or non-owner-occupied)

(c) Mortgage eligibility

- The Mortgage must have been originated at least 12 months prior to the evaluation date for the Standard Modification

- The Mortgage must be a conventional First Lien Mortgage currently owned or guaranteed in whole or in part by Freddie Mac

- The Standard Modification must result in a principal and interest payment that is less than or equal to the pre-modification principal and interest payment. (Refer to Section 9206.10 for additional payment reduction requirements that may apply.)

  When determining whether the modification results in a principal and interest payment that is less than or equal to the pre-modification principal and interest payment, the Servicer must consider the following:

  - If the Borrower has been granted interest rate relief under the Servicemembers Civil Relief Act (SCRA), the Servicer must consider the principal and interest payment in effect prior to the granting of the SCRA relief rather than the temporarily reduced monthly payment based on the SCRA interest rate cap

  - If the Mortgage being modified is an adjustable-rate Mortgage or an interest-only Mortgage, the Servicer must consider the principal and interest payment, or interest only payment, as applicable, in effect at the time the Servicer determines eligibility for a Standard Modification Trial Period Plan

- If the Mortgage is subject to an indemnification agreement and is otherwise eligible under the requirements of this chapter, the Servicer has discretion to approve the mortgage modification provided the following conditions are met:

  - The modified Mortgage retains its credit enhancement

  - If the Servicer is not the credit enhancement provider, the Servicer must first obtain in writing any required approval under the terms of the credit enhancement from the entity providing the enhancement to enter into a modification agreement that complies with the requirements of this chapter; and

- The Servicer remits to Freddie Mac an annual payment for the amount of all modification-related costs (e.g., interest rate shortfall) as calculated by Freddie Mac pursuant to Freddie Mac's "Modification Loss Amount" methodology. The Modification Loss Amounts due will be calculated on a monthly basis, and billed on an annual basis for the life of the modified Mortgage. If the Mortgage is subject to a partial indemnification, each year the Servicer will be billed the appropriate percentage of the Modification Loss Amount that corresponds with the partial indemnification agreement. Modification Loss Amounts will be determined by Freddie Mac in accordance with a process described in Bulletin 2016-5.

NOTE: Pursuant to Section 9204.6, the Servicer is not eligible to receive an incentive for completing a modification on a Mortgage that is subject to an indemnification agreement.

- The Standard Modification must result in a post-modification housing expense-to-income ratio that is greater than or equal to 10% and less than or equal to 55%, calculated as follows:

  - **Primary Residence**

    If the subject property is a Primary Residence, the post-modification housing expense-to-income ratio is the post-modification monthly PITIAS Payment (excluding mortgage insurance), divided by the Borrower's monthly gross income (as defined in Section 9203.3(c)). This ratio must be greater than or equal to 10% and less than or equal to 55%.

  - **Second homes**

    If the subject property is a second home, the post-modification monthly housing expense on the second home (PITIAS Payment excluding mortgage insurance) must be added to the monthly housing expense on the Borrower's Primary Residence, and when the combined amount is divided by the Borrower's gross monthly income, the resulting combined housing expense-to-income ratio must be greater than or equal to 10% and less than or equal to 55%.

  - **Investment Properties**

    If the subject property is an Investment Property:

    - **Net rental income** on the subject property must be included in the Borrower's gross monthly income for purposes of calculating the monthly housing expense-to-income ratio. When there is net rental income on the subject property, the monthly housing expense component of the ratio would only include the expense on the Borrower's Primary Residence. The income component of the ratio is the Borrower's gross monthly income, which includes the net rental income on the subject property.

- **Net rental loss** on the subject property must be added to the monthly housing expense on the Borrower's Primary Residence, and when the combined amount is divided by the Borrower's gross monthly income, the resulting post-modification combined housing expense-to-income ratio must be greater than or equal to 10% and less than or equal to 55%

- If the Borrower is currently not receiving rental income on the subject property, then the post-modification monthly housing expense on the subject property must be added to the monthly housing expense on the Borrower's Primary Residence, and when the combined amount is divided by the Borrower's gross monthly income, the resulting post-modification combined housing expense-to-income ratio must be greater than or equal to 10% and less than or equal to 55%

- Net rental income (or loss) is determined by subtracting the post-modification monthly debt service (i.e., principal, interest, taxes, insurance, including mortgage insurance and association fees, if applicable) on the property from the amount that is 75% of the monthly gross rental income

If the Mortgage is secured by a leasehold estate, the term of the lease (or any exercised option to renew the lease, or any renewal options that are enforceable by the leasehold mortgagee, whichever is applicable) must not terminate earlier than five years after the maturity date of the proposed modified Mortgage. In the event that the current term of the lease (or applicable renewal options) terminates earlier than five years after the maturity date of the proposed modified Mortgage, the term of the lease must be renegotiated in order to satisfy this requirement prior to offering the Borrower a Trial Period Plan.

9206.6: Ineligibility for Freddie Mac Standard Modification (03/09/16)

The following Mortgages and Borrowers are ineligible for a Freddie Mac Standard Modification:

- FHA/VA and Guaranteed Rural Housing Mortgages

- Mortgages subject to recourse

- Mortgages secured by second homes or non-owner occupied properties (i.e., Investment Properties) where the Borrower is current or less than 60 days delinquent

The following Mortgages and Borrowers are also ineligible for a Standard Modification. However, if the Servicer believes, based on the Borrower's individual circumstances, that the Borrower should be considered for a Standard Modification, the Servicer should submit the request to Freddie Mac. (Refer to Section 9206.5 for information on submitting an exception request to Freddie Mac.)

- Mortgages that have been previously modified three or more times

- Mortgages previously modified with the modification terms determined in accordance with Section 9206.10(a) where:
  - The Mortgage became 60 or more days delinquent within 12 months of the Modification Effective Date, and
  - The Borrower has not brought the Mortgage current following the Delinquency
- Borrowers who, within 12 months of the evaluation date, failed a Trial Period Plan and the terms of that Trial Period Plan were determined in accordance with Section 9206.10(a)

9206.7: Determining imminent default for a Freddie Mac Standard Modification (03/02/16)

(a) Overview

In order to be eligible for a Freddie Mac Standard Modification, Borrowers who are current or less than 60 days delinquent must be determined to be in imminent default and must be occupying the property as a Primary Residence. The Servicer must verify that the Borrower is occupying the property as a Primary Residence based on a review of a credit report. If the credit report does not indicate that the property securing the Mortgage is the Primary Residence for a Borrower, then the Servicer must use good business judgment in reconciling the inconsistency. This additional due diligence on the part of the Servicer must be documented in the Mortgage file/servicing system.

An imminent default evaluation is necessary when the status of the Mortgage is current or less than 60 days delinquent as of the date the Servicer commences the initial evaluation of the Borrower's financial condition using the Cash Reserves test and the Imminent Default Indicator® test as described below.

The Servicer must rely on the same Mortgage status used to initiate the imminent default evaluation to complete the imminent default determination process, regardless of whether the Borrower becomes 60 days or more delinquent during the imminent default evaluation.

A Borrower who is current or less than 60 days delinquent at the time the Servicer commences the initial evaluation is in imminent default if:

- The Borrower's Cash Reserves are less than $25,000 and the Borrower's Imminent Default Indicator result is "1;" or
- The Borrower's Cash Reserves are less than $25,000, the Borrower's Imminent Default Indicator result is "2" and the Borrower can document an imminent default hardship that occurred after the Mortgage was originated and is currently causing, and is expected to continue to cause, a long-term or permanent decrease in income or increase in expenses ("Imminent Default Hardship")

(b) Income and asset documentation and verification

(i) Documentation and verification

In order to be evaluated for imminent default, a Borrower must, at a minimum, provide a complete Borrower Response Package as defined in Section 9102.5(c). In addition, the Servicer must obtain:

- Either a tax transcript by processing the Borrower's signed Form 4506T-EZ or Form 4506-T, or a copy of the Borrower's most recent signed federal tax income tax return (see Section 9202.3 for situations where IRS Form 4506-T is required to be obtained); and

- A credit report to determine the Borrower's total monthly debt payment-to-income ratio

(ii) Verification of income and assets; resolution of material inconsistencies

Servicers must review all documentation submitted by the Borrower and compare information contained in that documentation to the information in the Borrower's income tax return or tax transcript to identify any material inconsistencies. If, based on the Servicer's good business judgment, the Borrower's tax return information is inconsistent with the income or asset information disclosed by the Borrower or with other documentation relevant to the imminent default decision, the Servicer must obtain other documentation to reasonably reconcile such material inconsistencies. Servicers must also document such material differences in their servicing system. If the Servicer cannot reconcile such material differences, the Borrower cannot be considered in imminent default.

(c) Cash Reserves test

The Servicer must complete an evaluation of the Borrower's Cash Reserves. The Borrower **must** have Cash Reserves of less than $25,000 to be further evaluated for imminent default. If the Borrower either discloses or provides documentation indicating the Borrower has Cash Reserves equal to or greater than $25,000, then the Borrower is not in imminent default.

(i) Definition of Cash Reserves

For purposes of determining imminent default, Cash Reserves are defined as follows:

Cash Reserves: Any non-retirement liquid asset the Borrower has available for withdrawal from any financial institution or brokerage, including funds on deposit in the Borrower's checking, savings, money market or certificate of deposit account or other depository account, stocks, bonds, mutual funds, U.S. Government Securities and other securities that are traded on an exchange or marketplace generally available to the public (e.g., New York Stock Exchange, National Association of Securities Dealers Automated

Quotations, Midwest SE, Chicago Board of Trade or Over the Counter) for which the price can be readily verified through financial publications.

Assets are only considered retirement assets if they are held in a qualified retirement account such as a 401k 403b, 457, Individual Retirement Account (IRA) or pension fund. If the assets are not held in a retirement account, the assets must be considered Cash Reserves.

(ii) Calculating and verifying Cash Reserves

The Servicer must calculate and verify the Borrower's Cash Reserves in accordance with the following requirements:

1. The Servicer must determine that, for every Borrower on the Mortgage, all of the Borrower's Cash Reserves have been accounted for on Form 710, Uniform Borrower Assistance Form, and verified; except that, in the event the Borrower discloses Cash Reserves of $25,000 or more, the Servicer need not verify the Cash Reserves and the Borrower may not be determined to be in imminent default

2. In verifying and making the determination that all Cash Reserves have been accounted for, the Servicer must review the Borrower's federal income tax return or tax transcript, including information from applicable schedules (i.e., Schedules B – Interest & Ordinary Dividends, D – Capital Gains & Losses, E – Supplemental Income & Loss) and all other available information provided by the Borrower to determine if the asset information stated on Form 710 is reasonably consistent with information available from the tax return or tax transcript, or other information. The Servicer must ensure that the Borrower's disclosure of assets is consistent with the interest, dividend income or gain/loss information reflected in the tax return information.

   If, upon reviewing the Borrower's tax return or tax transcript, the Servicer observes interest, dividend income or gains/losses that, in total, that could not be reasonably produced by the Borrower's disclosed Cash Reserves, and such income indicates deposits, securities holdings or other assets that could be in excess of the amounts disclosed by the Borrower on Form 710, the Servicer must reconcile the inconsistency with the Borrower. The Servicer must require the Borrower to produce a signed federal tax return and all relevant schedules, in the event the Servicer used a tax transcript in lieu of a tax return, along with any other relevant documentation that verifies the disposition and/or current status of those assets, which produced the income or gains/losses to resolve the inconsistency.

   The Servicer must ensure that the Borrower's disclosure of assets is reasonably accurate despite the inconsistency between the disclosed assets and the income or gain/loss from assets reported on the tax return or tax transcript. In determining what documentation is needed to reconcile an inconsistency, the Servicer must review the detailed tax return schedules and forms, and request from the Borrower copies of recent and past statements from those asset holdings or transactions indicated on the

schedules and forms that produced the income or gain/loss (e.g., checking, savings, brokerage account statements, asset sale statements or records, etc.)

3. If there are inconsistencies between the Borrower's disclosure of assets and the tax return information that cannot be reconciled, or the required Cash Reserves documentation cannot be obtained from the Borrower, the Borrower cannot be considered in imminent default

If the Servicer determines that the Borrower has Cash Reserves of less than $25,000, the Servicer must next evaluate the Borrower using Imminent Default Indicator.

(d) Freddie Mac Imminent Default Indicator test

If the Servicer determines that the Borrower meets the requirements of Section 9206.7(a)-(c), the Servicer must continue evaluating the Borrower for imminent default using Freddie Mac's Imminent Default Indicator.

Imminent Default Indicator requires the submission of a specific set of data elements in order to return a result. Three of these specific data elements that the Servicer must input into Imminent Default Indicator include the FICO® score (credit score developed by Fair Isaac Corporation (FICO™)), the Borrower's monthly debt payment-to-income ratio and the property value. These data elements must be determined in accordance with the requirements below.

Imminent Default Credit Score

Servicers must choose one FICO score that is adequately indicative of the credit reputation of all Borrowers currently on the Mortgage. Servicers must use a credit score based on the FICO credit-scoring model. This score, referred to as the "Imminent Default Indicator Score," will be input into Imminent Default Indicator and must be obtained and determined in accordance with the requirements below.

(i) Obtaining FICO scores for each Borrower

The Servicer must request a FICO score for each Borrower on the Mortgage from any one of the following three credit repositories:

- Equifax Credit Information Services
- Experian Information Systems and Services
- TransUnion Credit Information Company

The Borrower's FICO score must be less than 90 days old on the date the Servicer performs the Imminent Default Indicator test.

Borrowers with no available FICO score

It is unusual for any Borrower who has obtained a Mortgage not to have a FICO score. If no single FICO score can be identified for a Borrower, the Servicer must recheck the information provided when ordering the FICO scores and resubmit a request. If the Servicer is still unable to obtain a FICO score for that Borrower, it may rely on the FICO scores of all other Borrowers as determined in accordance with this section.

If a FICO score is not available for any Borrower on the Mortgage, then Imminent Default Indicator may not be used to evaluate the Borrower. In such instances, the Servicer must:

1. Maintain documentation in the Mortgage file that demonstrates the Servicer's attempts to obtain FICO scores from all three credit repositories on all Borrowers

2. Enter a "2" as the Imminent Default Indicator result into Workout Prospector®

3. Proceed to the Imminent Default Hardship test below to determine if an Imminent Default Hardship exists

(ii) Determining the Imminent Default Credit Score

The Servicer must identify the Imminent Default Credit Score to be input into Imminent Default Indicator in accordance with the following:

- The Servicer must first select a single FICO score for each Borrower on the Mortgage. If the Servicer obtains multiple FICO scores for a single Borrower, the Servicer must use the middle/lower method to select the single FICO score for that Borrower. This method is the most predictive when determining a single Borrower's overall credit reputation. If three FICO scores are obtained for a Borrower, the single score for that Borrower is the one with the middle value. For example, if the FICO scores were 660, 656 and 640, the single FICO score selected by the Servicer should be 656. When there is a duplicate score, the Seller must select that score to be the single score. If the FICO scores for a Borrower were 660, 660 and 640, the Servicer should select 660. If two FICO scores were obtained for a Borrower, the Servicer must select the lower of the two FICO scores to be the single FICO score for that Borrower.

- If there is only one Borrower on the Mortgage, the single FICO score, determined in accordance with the above requirements, is the score that is input into Imminent Default Indicator as the Imminent Default Credit Score

- If there are multiple Borrowers on the Mortgage, the Servicer must determine the single FICO score for each Borrower using the method described above. The Servicer must then select either the lowest FICO score across all Borrowers on the Mortgage or the average FICO score from all Borrowers' single scores. (Note: Whichever method is used, the Servicer should choose the single FICO score using the same method and procedure for all Borrowers and for all Mortgages consistent with fair

lending laws.) This score is the Imminent Default Credit Score that must be input into Imminent Default Indicator.

Monthly debt payment-to-income ratio for Imminent Default Indicator

The monthly debt payment-to-income ratio the Servicer inputs into Imminent Default Indicator is calculated by dividing the total monthly debt payments for all Borrowers, determined, verified and documented in accordance with this section, by the total monthly gross income for all Borrowers, determined, verified and documented in accordance with Section 9202.3.

Servicers must calculate the Borrower's total monthly debt payment-to-income ratio using monthly expenses verified by obtaining a credit report for each Borrower (or a joint report for co-Borrowers) that is not more than 90 days old as of the date the Servicer first determines the Borrower has submitted a completed Borrower Response Package), in addition to any monthly obligations provided by the Borrower either verbally or in writing. If the credit report is inconsistent with other information provided by the Borrower, the Servicer must use good business judgment in reconciling the inconsistency.

For this purpose, the total monthly debt payment is the sum of the monthly charges for the following:

- The PITIAS Payment
- Payments on all installment debts with more than 10 months of payments remaining, including debts that are in a period of either deferment or forbearance. When payments on an installment debt are not on the credit report or are listed as deferred, the Servicer must obtain documentation to support the payment amount included in the monthly debt payment. If no monthly payment is reported on a loan that is deferred or is in forbearance, the Servicer must obtain documentation verifying the proposed monthly payment amount, or use a minimum of 1.5% of the balance.
- Monthly payments on revolving or open-end accounts, regardless of the balance. In the absence of a stated payment, the payment will be calculated by multiplying the outstanding balance by 3%.
- Monthly payment on a Home Equity Line of Credit (HELOC) using the minimum monthly payment reported on the credit report. If the HELOC has a balance but no monthly payment is reported, the Servicer must obtain documentation verifying the payment amount, or use a minimum of 1% of the balance.
- Alimony, child support and separation maintenance payments with more than 10 months of payments remaining
- Car lease payments, regardless of the number of payments remaining
- Aggregate negative net rental income from all Investment Properties owned

- Monthly mortgage payment for second home (principal, interest, taxes and insurance and, when applicable, ground rent, homeowner association dues, Condominium Unit or cooperative unit maintenance fees (excluding unit utility charges))

- Payments on any subordinate lien

- Payments for mortgage insurance premiums, if applicable

Property value

The Servicer must obtain a property value for each Mortgage under consideration for a modification in accordance with Section 9206.8. This value must be input into Workout Prospector if not already available in Workout Prospector.

Imminent Default Indicator results

Freddie Mac will provide Servicers with an output file with an Imminent Default Indicator result.

If the Imminent Default Indicator result equals "1" and Cash Reserves are less than $25,000, the Borrower is in imminent default. The Servicer must evaluate the Borrower for a Standard Modification Trial Period Plan and no further analysis is required by the Servicer to determine imminent default.

If the Imminent Default Indicator result equals "2" and Cash Reserves are less than $25,000, the Servicer must further evaluate the Borrower using the Imminent Default Hardship test below to determine the Borrower's likelihood of imminent default.

(e) Imminent Default Hardship test

The Borrower is considered to be in imminent default if the Borrower's Cash Reserves are less than $25,000, the Imminent Default Indicator result equals "2," and the Borrower provided the documentation required in Section 9202.2 supporting one of the Imminent Default Hardships listed below:

- Death of a Borrower or death of either the primary or secondary wage earner in the household; or

- Long-term or permanent disability; serious illness of a Borrower/co-Borrower or dependent family member; or

- Divorce or legal separation; separation of Borrowers unrelated by marriage, civil union or similar domestic partnership under applicable law; or

- Principal and interest payment increase as a result of an interest rate adjustment applied to a Step-Rate Mortgage no more than 12 months prior to the evaluation date

The Imminent Default Hardship must currently cause and be expected to continue to cause a long-term or permanent decrease in income or increase in expenses

If the documentation provided by the Borrower confirms an Imminent Default Hardship and the Borrower's Cash Reserves are less than $25,000, the Servicer must evaluate the Borrower for a Standard Modification Trial Period Plan and no further analysis is required by the Servicer to determine imminent default.

(f) General requirements and information

If the Servicer determines that a Borrower is in imminent default, the Servicer must continue evaluating the Borrower using the applicable underwriting requirements outlined in Chapter 9206 to determine if the Borrower qualifies for a Standard Modification.

Servicers may not use Imminent Default Indicator for any purpose other than to evaluate a Borrower who is current or less than 60 days delinquent for imminent default in accordance with the Guide.

Imminent Default Indicator is accessible from Freddie Mac's Servicing Technology Tools web site at **http://www.freddiemac.com/singlefamily/service/.** Servicers must access Imminent Default Indicator using their existing Workout Prospector user ID and password.

Imminent Default Indicator requires the submission of specific data elements in order to return a result. The Servicer must ensure that all data input into Imminent Default Indicator is true, complete and accurate and that all data is entered correctly.

An Imminent Default Indicator users' guide is available on Freddie Mac's web site at **http://www.freddiemac.com/singlefamily/service/mha_modification.html.** The users' guide describes the data elements and file format requirements for scoring loans, in addition to providing detailed instructions for uploading an input file, downloading the output file and understanding error messages that may be received.

When using Imminent Default Indicator, Servicers are deemed to be bound by all of the provisions of Exhibit 90, Imminent Default Indicator License Agreement, to the same degree as if they had signed such agreement as a "Licensee."

For security purposes, passwords and IDs should not be shared. The Servicer must ensure that only active employees of the Servicer or its authorized third parties with a need to use Imminent Default Indicator are given user access, and that such access is terminated whenever the employee or an authorized third party's employee is terminated or has no further need to use Imminent Default Indicator.

When managing user access to Imminent Default Indicator, Servicers must:

- Safeguard IDs, passwords, Personal Identification Numbers (PINs) and all other confidential means of access ("Confidential Means of Access") to Imminent Default Indicator

- Adopt minimum security standards to prevent the loss, theft or unauthorized disclosure or use of IDs, passwords, PINs or other Confidential Means of Access and information in Imminent Default Indicator

- Notify Freddie Mac within one Business Day **(see Directory 5)** in the event that:

  - An authorized user's (a) name changes, (b) position/title changes, (c) employment is terminated, or (d) authorization expires or terminates

  - Any loss, theft or unauthorized disclosure or use of any authorized user's ID, password, PIN or any other Confidential Means of Access occurs

  - The Servicer has knowledge or reason to believe that an authorized user's Confidential Means of Access to Imminent Default Indicator is no longer secure for any reason

- Indemnify and hold Freddie Mac harmless from and against any and all costs, fees (including legal fees and court costs), losses or damages sustained or incurred by Freddie Mac when a breach of security from the Servicer (and/or its Servicing Agent or authorized third-party service provider, if applicable) results in the unauthorized disclosure or use of any IDs, passwords, PINs or any other Confidential Means of Access to information in the Imminent Default Indicator application

- If the Servicer engages an authorized third-party service provider to perform loss mitigation activities including the use of Imminent Default Indicator in connection with the Servicing of Freddie Mac Mortgages, the Servicer must monitor its authorized third party to ensure compliance with all applicable requirements of the Guide and any other Purchase Documents and applicable law and have written policies and procedures in place for doing so

9206.8: Property valuation requirements for a Freddie Mac Standard Modification (03/02/16)

The Servicer must obtain a property value for each Mortgage under consideration for a Freddie Mac Standard Modification. The property value must be less than 90 days old on the date the Servicer evaluates the Borrower for a Standard Modification. This value must be used to calculate the mark-to-market loan-to-value (MTMLTV) ratio.

In the event the Servicer had previously obtained a Freddie Mac compliant property valuation (e.g., Freddie Mac-provided BPO, Freddie Mac-provided appraisal, or an appraisal in compliance with Chapter 5601), the Servicer is not required to obtain a new property valuation and may use the Freddie Mac compliant property valuation if it is less than 90 days old on the date the Servicer evaluates the Borrower for a modification.

Notwithstanding the requirements in this section, the Servicer must ensure that the property value it obtains is based on a property valuation type consistent with the MI's property valuation requirements when the Mortgage is covered by mortgage insurance.

The Servicer represents and warrants that all information it provides for the purpose of obtaining the property value, including the address of the Mortgaged Premises, is true, complete and accurate.

The Servicer must maintain the property valuation information to evidence compliance with this section.

With respect to the determination of property value for a modification, the Servicer has the following options:

When the Mortgage is secured by:	The Servicer may:
A 1- or 2-unit dwelling (excluding Manufactured Housing, a dwelling subject to a leasehold estate or a cooperative unit)	Choose one of the following options: **Option One: Home Value Explorer® (HVE®)** • The Home Value Explorer (HVE) point value estimate must be obtained through one of Freddie Mac's Home Value Explorer (HVE) distributors • The Servicer may use the Home Value Explorer (HVE) point value estimate provided it has a Forecast Standard Deviation (FSD) that is no greater than 0.20 (corresponding to a Confidence Level of "H" (high) or "M" (medium)) • Detailed information on Home Value Explorer (HVE) and Freddie Mac's distributors is available at: **http://www.freddiemac.com/hve/hve.html** **Option Two: Automated Valuation**

	Model (AVM) **1. Freddie Mac's BPOdirect® web site** • When an automated value is displayed in the BPOdirect "Auto Value" field, the Servicer may use that automated value in accordance with Section 9202.17 • Detailed information on BPOdirect is available at **https://www.bpodirect.com** **2. Freddie Mac's AVM report** • The AVM report is limited to Mortgages that are more than 30 days delinquent • When an automated value is displayed in the "Current AVM Value" field in the report provided by Freddie Mac at **http://www.freddiemac.com/singlefamily/service/mha_modification.html**, the Servicer may use that automated value. Servicers may access the AVM report using their Mortgage Servicing products user ID and password. This report will be updated by the last Friday of each month.
When the Mortgage is secured by:	**The Servicer must:**
A 3- or 4-unit dwelling, a Manufactured Home, a dwelling subject to a leasehold estate or a cooperative unit Or A 1- or 2-unit dwelling and an HVE point value estimate or automated value is not available or does not meet	Order a BPO/property valuation through Freddie Mac's BPOdirect web site at **https://www.bpodirect.com** in accordance with Section 9202.17. Note: Consistent with the requirement in Section 8101.1 to act in the most timely, efficient and responsible manner to protect Freddie Mac's interests, a Servicer may not order a BPO through BPOdirect for a 1- or

the requirements in Option One or Option Two above	2-unit dwelling if the Servicer is permitted to use an available HVE point value estimate or automated value in accordance with the requirements of Option One or Option Two above.

9206.9: Borrower Documentation for Freddie Mac Standard Modification (03/02/16)

In order to be evaluated for a Freddie Mac Standard Modification, the Borrower must submit a complete Borrower Response Package. (See Section 9102.5 for a description of the Borrower Response Package.)

9206.10: Determining the terms of a Freddie Mac Standard Modification and Freddie Mac Streamlined Modification (03/02/16)

(a) Determining the terms of the modification

The Servicer must first determine the post-modified mark-to-market loan-to-value (MTMLTV) ratio of the Mortgage in order to determine the terms of the modification. The post-modified MTMLTV ratio is the gross UPB of the Mortgage, including, if applicable, any principal forbearance amount and/or arrearages that may be capitalized, divided by the property value obtained in accordance with Section 9206.8.

The Servicer must follow the steps below when evaluating the Borrower for a Trial Period Plan and again when preparing the modification agreement using the modified Mortgage terms once final capitalized amounts are known.

(i) Mortgages with a post-modified MTMLTV ratio equal to or greater than 80%

Step 1: Capitalize the arrearages in accordance with the requirements of Section 9206.15.

Step 2: Determine the interest rate that will be used to calculate the Trial Period payment and the terms of the modification agreement. The Servicer must use the Freddie Mac Standard Modification interest rate in effect and posted on **http://www.freddiemac.com/singlefamily/service/standardmodrate.html** as of the date the Servicer evaluates and determines the Borrower is eligible for a Trial Period Plan. The interest rate that is used for the modification agreement must be the same interest rate used to evaluate the Borrower's eligibility for a Trial Period Plan and must be fixed for the term of the modified Mortgage.

Step 3: Extend the amortization term to 480 months from the Modification Effective Date.

Step 4: For a Mortgage with a post-modification MTMLTV ratio (which includes capitalized amounts) greater than 115%, forbear principal to create a post-modification interest-bearing MTMLTV ratio of 115% or forbear 30% of post-capitalized UPB, whichever forbearance amount is less. The post-modification MTMLTV ratio is determined by dividing the sum of the interest-bearing plus any applicable non-interest bearing UPB and/or capitalized arrearages, by the property value obtained in accordance with Section 9206.8. Interest will not accrue on the forborne (or deferred) principal. Deferred principal is payable upon maturity of the loan modification, sale or transfer of the property or refinance of the Mortgage.

(ii) Mortgages with a post-modified MTMLTV ratio less than 80%

Step 1: Capitalize the arrearages in accordance with Section 9206.15.

Step 2: Determine the interest rate that will be used to calculate the Trial Period payment and the terms of the modification agreement as follows:

If the existing Mortgage is a:	**…then**
Fixed-rate Mortgage (excluding Mortgages with an interest rate scheduled to step up over time ("Step-Rate Mortgage")	The Servicer must use the existing interest rate on the Mortgage to calculate the Trial Period payment and use that same rate to establish the terms of the modification agreement
ARM or Step-Rate Mortgage and the existing interest rate is less than Freddie Mac's posted interest rate for Standard Modifications	The Servicer must use Freddie Mac's posted interest rate for Standard Modifications to calculate the Trial Period payment and use that same rate to establish the terms of the modification agreement
ARM or a Step-Rate Mortgage and the existing interest rate on the Mortgage is greater than or equal to Freddie Mac's posted interest rate for Standard Modifications	The Servicer must use the existing interest rate on the Mortgage to calculate the Trial Period payment and use that same rate to establish the terms of the modification agreement

The Standard Modification interest rate referenced above is the Standard Modification interest rate posted on **http://www.freddiemac.com/singlefamily/service/standardmodrate.html** as of the date the Servicer evaluates and determines the Borrower is eligible for a Trial Period Plan.

Step 3(a): Determine the amortization term options to be included in the Trial Period Plan Notice by calculating the estimated modified principal and interest (P&I) payment using a 480-month term, a 360-month term and a 240-month term.

The Servicer must include in the Trial Period Plan Notice each term and its associated Trial Period payment calculated below when the associated monthly P&I payment reduction condition is met:

- A 480-month amortization term. The estimated modified P&I payment must be less than or equal to the current contractual P&I payment.
- A 360-month amortization term. The estimated modified P&I payment must be at least 20% less than the current contractual P&I payment.
- A 240-month amortization term. The estimated modified P&I payment must be at least 20% less than the current contractual P&I payment.

The Borrower must accept one of the amortization terms and associated monthly payment options provided in the Trial Period Plan Notice in accordance with Section 9206.11. A Borrower may not select a different amortization term once the first Trial Period payment has been made.

Refer to Section 9206.11 for additional disclosures that the Servicer must include in the Trial Period Plan Notice.

Step 3(b): Prepare the modification agreement for an eligible Borrower by extending the amortization term to the term accepted by the Borrower for the Trial Period.

(b) Determination of eligibility based on Trial Period payment

- For a Standard Modification, the Servicer must determine that the estimated monthly modified P&I payment calculated when determining eligibility for the Trial Period Plan would result in:

  1. A P&I payment that is less than or equal to the pre-modification P&I payment (or if applicable, at least 20% less than the pre-modification P&I payment), and

  2. A housing expense-to-income ratio that is greater than or equal to 10% and less than or equal to 55%

- For a Streamlined Modification, the Servicer must determine that the estimated monthly modified P&I payment calculated when determining eligibility for the Trial Period Plan would result in a P&I payment that is less than or equal to the pre-modification P&I payment (or if applicable, at least 20% less than the pre-modification P&I payment).

If the Borrower makes all Trial Period payments timely, the Servicer must modify the Mortgage, even if, due to variances between estimated capitalization amounts and final capitalization amounts, the Standard or Streamlined Modification does not meet the applicable eligibility requirements above. When determining eligibility for a Trial Period Plan offer, the Servicer is responsible for ensuring that its estimate of the amounts to be capitalized includes all known amounts.

(c) Workout Prospector®

Servicers must use Workout Prospector for all Mortgages for which Borrowers are being evaluated for a Trial Period Plan and modification under this chapter. Servicers represent and warrant that they will only use Workout Prospector for the purpose of modifying Freddie Mac Mortgages and not mortgages owned by other investors. Both the input and output of Workout Prospector is Freddie Mac confidential information that the Servicer must not disclose to third parties, except as authorized by Freddie Mac. Servicers using Workout Prospector are bound by all of the provisions of the Workout Prospector User Agreement, included in this Guide as Exhibit 86, to the same degree as if they had signed such Agreement as a "User."

Once the Servicer has sufficient information to underwrite the Borrower, the Servicer must access the Workout Prospector application and submit all required data for Borrowers under consideration for a Standard Modification, Freddie Mac Streamlined Modification, or Capitalization and Extension Modification for Disaster Relief ("Disaster Relief Modification"):

- For Borrowers who are current or less than 60 days delinquent, the Servicer must first evaluate the Borrower for imminent default in accordance with Section 9206.7 and enter the Imminent Default Indicator® result and the Imminent Default Hardship reason, if applicable, into Workout Prospector

- For Borrowers who are eligible for a Disaster Relief Modification, the Servicer may manually underwrite the Borrower in accordance with the requirements of this chapter prior to submitting the information into Workout Prospector, but must transmit an exception request to Freddie Mac via Workout Prospector to process the terms of the Trial Period Plan

- Upon successful completion of the Trial Period, the Servicer must update the principal balance as of the Modification Effective Date and any applicable fields to reflect the final amounts that must be capitalized

Servicers must confirm that the terms reflected in Workout Prospector for the Trial Period Plan or modification agreement for the Borrower accurately reflect the Servicer's underwriting of the Borrower in accordance with the requirements of this chapter. If a Servicer is unable to complete a submission of a Trial Period Plan or modification agreement via Workout Prospector, the Servicer should contact (800) FREDDIE and select option four for Servicing.

(i) Accuracy of data

Workout Prospector requires the submission of specific data elements in order to return a suggested workout solution. The Servicer represents and warrants that all data input into Workout Prospector is true, complete and accurate and that all data is entered correctly.

(ii) Delegation of authority to the Servicer

The Servicer may not deem Freddie Mac to have reviewed the terms of a Trial Period Plan or modification agreement for compliance with the Servicer's obligations under the Guide or other Purchase Documents or to have approved a Trial Period Plan or modification or their terms based on the Servicer's use of Workout Prospector including, without limitation:

- Workout Prospector's generation of terms for a Trial Period Plan or modification agreement
- Freddie Mac's settlement on its systems of a modification entered into by the Servicer under its delegated authority or expanded delegated authority in accordance with a Freddie Mac approval of an exception, or
- Freddie Mac's notification that the modification has been processed in Freddie Mac's systems via the Loan Modifications Processed report

(iii) Use of Servicer proprietary system

Servicers may use their own proprietary system or a third-party system to generate the terms of the Trial Period Plan and the modification agreement; however, the Freddie Mac data also must be entered in its entirety into Workout Prospector. In relying on their own proprietary or a third-party system, Servicers must ensure that their results comply with the underwriting requirements of this chapter and are the same as the results reflected in Workout Prospector prior to sending out the appropriate Trial Period Plan Borrower Evaluation Notice or modification agreement to the Borrower. If the results reflected in Workout Prospector are different than the Servicer's results, the Servicer must update the data in Workout Prospector to ensure that it matches the terms of the Trial Period Plan or modification agreement, which, in turn, must accurately reflect the underwriting requirements of this Chapter 9206, prior to sending out the appropriate Trial Period Plan Borrower Evaluation Notice or modification agreement to the Borrower.

9206.11: Trial Period Plan requirements (03/02/16)

Refer to Bulletin 2016-2, which announced revisions to mortgage modification requirements for Mortgages in bankruptcy plans that may be implemented prior to the mandatory implementation of the June 1, 2016 effective version of this section.

A Borrower who is evaluated and determined eligible for a Freddie Mac Standard Modification, Freddie Mac Streamlined Modification or a Capitalization and Extension Modification for Disaster Relief ("Disaster Relief Modification") must enter into a Trial Period Plan under which the Borrower will be required to remit three monthly payments at an estimated modified payment amount. (See also Section 9206.11(b) for Trial Period extension requirements for Borrowers in bankruptcy.)

The Servicer may utilize an interim month following the end of the Trial Period to facilitate processing of the modification agreement in accordance with Section 9206.16(b). A payment is not required during the interim month.

(a) Processing the Trial Period Plan offer

If the Borrower qualifies for a modification, the Servicer must offer the Borrower a Trial Period Plan.

(i) The Standard Modification Trial Period Plan Notice

Within five days of an evaluation decision, but no later than 30 days following receipt of the complete Borrower Response Package, the Servicer must send the Borrower a Borrower Evaluation Notice indicating the outcome of its decision. If the Borrower is approved for a Standard Modification, the Servicer must send the Borrower a Standard Modification Trial Period Plan Notice.

The Standard Modification Trial Period Plan Notice communicates the qualification decision to the Borrower and is included in Exhibit 93, Evaluation Model Clauses.

See Section 9206.11(a)(iii) below for additional requirements for Mortgages with post-modification mark-to-market loan-to-value (MTMLTV) ratios less than 80%.

(ii) The Streamlined Modification Trial Period Plan Notice

If the Borrower is approved for a Streamlined Modification, the Servicer must send the Borrower a Streamlined Modification Trial Period Plan Notice with Exhibit 1191, Streamlined Modification Solicitation Letter, or Exhibit 1191B, Streamlined Modification Solicitation Letter for Day 60 Rate Reset, as applicable, in accordance with the requirements described in Section 9102.5(a). If the Borrower is approved for a Streamlined Modification due to an Eligible Disaster in accordance with the requirements of Section 9206.3(f), the Servicer must send the Borrower the Streamlined Modification Trial Period Plan Notice, amended as set forth in Exhibit 93 for Eligible Disasters, and Exhibit 1191A, Streamlined Modification Post-Disaster Forbearance Solicitation Letter.

The Streamlined Modification Trial Period Plan Notice communicates the qualification decision to the Borrower and is included in Exhibit 93.

See below for additional requirements for Mortgages with post-modification MTMLTV ratios less than 80%.

(iii) Special requirements for Mortgages with post-modification MTMLTV ratios less than 80%

In addition to the requirements above, the Servicer must revise the Standard or Streamlined Modification Trial Period Plan Notice for a Borrower whose Mortgage has a post-modified MTMLTV ratio less than 80% to include:

- The amortization term and its associated Trial Period payment calculated for each of the amortization terms below when the associated monthly principal and interest (P&I) payment reduction condition is met:
  - A 480-month amortization term. The estimated modified P&I payment must be less than or equal to the current contractual P&I payment.
  - A 360-month amortization term. The estimated modified P&I payment must be at least 20% less than the current contractual P&I payment.
  - A 240-month amortization term. The estimated modified P&I payment must be at least 20% less than the current contractual P&I payment.

  The Trial Period payment for each option must include the estimated modified P&I payments plus applicable monthly Escrow payments.
- When more than one amortization term is included in the Trial Period Plan Notice:
  - A disclosure explaining that once the Borrower selects an amortization term by submitting the corresponding payment, the term is contractually binding and the Borrower will not have the option to change the term
  - A disclosure explaining that if the first Trial Period payment sent does not precisely match the Trial Period payment associated with one of the amortization terms offered, then the shortest term that the payment covers will become the amortization term for the modification upon successful completion of the Trial Period. (See Section 9206.11(b) for an example.)
- A disclosure stating a failed Trial Period Plan or failed modification may make the Borrower ineligible for a future modification
- A statement reminding the Borrower that once the Mortgage has been modified, the Borrower can always pay more than the contractual payment without penalty if he or she desires to pay down the debt faster

(iv) The Disaster Relief Modification Trial Period Plan Notice

If the Borrower is approved for a Disaster Relief Modification in accordance with the requirements in Section 9206.4, the Servicer must send the Borrower a Disaster Relief Modification Trial Period Plan Notice.

The Disaster Relief Modification Trial Period Plan Notice communicates the qualification decision to the Borrower and is included in Exhibit 93.

(v) Authorized Changes to the Standard Modification, Streamlined Modification and Disaster Relief Trial Period Plan Notices

The Servicer may amend a Trial Period Plan Notice as necessary to request any Borrower cash contribution the Borrower promises to pay for expenses and delinquent amounts not capitalized, if applicable. Servicers may also amend a Trial Period Plan to condition the approval of the mortgage modification on obtaining any necessary court and/or trustee approvals for Borrowers in bankruptcy and to address situations where a Borrower files for bankruptcy during the Trial Period. In addition, Servicers must amend the Trial Period Plan Notice as necessary to ensure compliance with applicable laws, rules and regulations.

If the Borrower previously received a Chapter 7 bankruptcy discharge, but did not reaffirm the mortgage debt under applicable law, the Servicer must add the following language to the Trial Period Plan Notice under the section "Additional Trial Period Plan Information and Legal Notices:"

If you previously received a Chapter 7 bankruptcy discharge, but did not reaffirm the mortgage debt under applicable law:

- *You agree that you were discharged in a Chapter 7 bankruptcy proceeding subsequent to the execution of the Loan Documents. Based on this representation, Lender agrees that you will not have personal liability on the debt pursuant to this Trial Period Plan.*

If under applicable law, a Servicer may not establish an Escrow account, the Servicer must delete the following language from the Trial Period Plan Notice:

Page 3:
Your new monthly payment will include an escrow for property taxes, hazard insurance and other escrowed expenses. If the cost of your homeowners insurance, property tax assessment or other escrowed expenses increases, your monthly payment will increase as well.

Page 3:
If your monthly payment did not include escrows for taxes and insurance, you are now required to do so:

- You agree that any prior waiver that allowed you to pay directly for taxes and insurance is revoked. You agree to establish an escrow account and to pay required escrows into that account.

(vi) Effective Date of the Trial Period Plan

When preparing the Trial Period Plan Notice, the Servicer must determine the Trial Period Plan Effective Date and the due date of the first Trial Period payment in accordance with the following instructions:

If the Servicer sends the Trial Period Plan Notice to the Borrower:	… then the Trial Period Plan Effective Date and the due date of the first Trial Period 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

For example, if the Servicer sends the Trial Period Plan to the Borrower on June 10, the Trial Period Plan Effective Date and first Trial Period payment due dates are both July 1. If the Servicer sends the Trial Period Plan to the Borrower on June 17, the Trial Period Plan Effective Date and first Trial Period payment due date are both August 1.

Notwithstanding the requirement above, after the Trial Period Plan Notice was sent to the Borrower, the Servicer may commence the Trial Period on the first day of the next month if the Borrower consents to commence the Trial Period earlier than the effective date requirements set forth above.

If the Borrower fails to submit the first Trial Period payment on or before the last day of the first Trial Period month (e.g., on or before July 31st in the example above) the Servicer ***must*** consider the Trial Period Plan offer to be rejected by the Borrower.

(vii) Borrower acceptance of offer

A Borrower's notification to the Servicer indicating an intent to accept a Trial Period Plan offer within 14 days of the date of the offer constitutes sufficient notice solely for purposes of suspending foreclosure referral or sale in accordance with Sections 9301.6, 9301.7 and 9301.28.

For purposes of legal acceptance, Borrowers are not required to sign or return the Trial Period Plan Notice. Timely receipt of the first payment due under the Trial Period Plan Notice is evidence of the Borrower's acceptance of the Trial Period Plan terms and conditions. The Servicer must receive the Borrower's first Trial Period payment on or before the last day of the month in which the Trial Period Plan Effective Date occurs (Trial Period Plan Offer Deadline). Otherwise, the Servicer must consider the Trial Period Plan offer to have expired.

(b) Requirements during the Trial Period

The first Trial Period payment is due by the Trial Period Plan Offer Deadline. The Servicer must require the Borrower to remit timely payments. Each Trial Period payment must be received no later than the last day of the month in which the Trial Period payment is due. Borrowers who fail to make timely Trial Period payments are considered to have failed the Trial Period. Servicers must use good business judgment in determining whether Trial Period payments were received timely or if mitigating circumstances caused the payment to be late. Exceptions must be documented in the Servicer's records.

Although the Borrower may make scheduled Trial Period payments earlier than expected, the payments may not result in acceleration of the Modification Effective Date.

During the Trial Period, the Servicer must:

- Continue to report and remit to Freddie Mac in accordance with the investor reporting and remitting requirements set forth in the Guide, which include the advancing of scheduled interest (and principal, if applicable) under the existing Mortgage terms to Freddie Mac, provided that the Servicer has not inactivated the Mortgage

- Report any specific loan-level activity via EDR as provided in Sections 9102.7 and 9206.13(a)

- Credit to an unapplied or suspense funds account, payments made by the Borrower during the Trial Period. Once enough funds have accumulated in the unapplied or suspense funds account to satisfy the oldest payment due under the existing Mortgage terms (including applying the portion of the Trial Period payment allocable to escrowed items to the existing or newly established Escrow account provided those amounts were due at the time of the oldest delinquent payment due date), the Servicer must apply the payment in accordance with the current Note and Security Instrument, or prior modification agreement, if applicable.

(i) Mortgages with post-modification MTMLTV ratios less than 80%

For Borrowers offered two or three amortization terms in accordance with Section 9206.10(a)(ii), if the Borrower's first Trial Period payment does not precisely match one of the amortization terms provided in the Trial Period Plan, then the Servicer must consider the Borrower to have accepted the shortest amortization term that the payment covers for both the Trial Period and the modification agreement.

Example: The Borrower is offered Trial Period payments of $500 based on a 480-month term, $750 based on a 360-month term, and $900 based on a 240-month term.

The Borrower's first Trial Period payment equals:	The Borrower has accepted the following amortization term
$500 to $749.99	480 months
$750 to $899.99	360 months
$900 or greater	240 months

(ii) Recommencement and/or initiation of collection efforts and foreclosure actions

A Borrower is considered to have failed a Trial Period Plan if the Borrower fails to:

- Make a Trial Period payment by the last day of the month in which the payment is due
- Comply with the terms of the Trial Period Plan; or
- Execute and return the modification agreement within the applicable 14-day time frame set forth in Section 9206.16

If the Borrower fails the Trial Period Plan, the Servicer must begin or recommence collection efforts in accordance with Section 9102.4 or, if applicable, recommence any suspended foreclosure action or proceeding.

After determining a Borrower has failed the Trial Period according to the requirements under this Section 9206.11(b), the Servicer must report any initiated or resumed collection or foreclosure activity through EDR. See Section 9102.7 for information on EDR.

Late charges may accrue during the Trial Period subject to the requirements of Section 9102.2. However, all accrued and unpaid late charges must be waived in the event the Mortgage is modified.

(iii)Changes to tax and insurance premium payments

If there are changes in a Borrower's tax and insurance premium payments after the Borrower has been qualified for a Trial Period Plan, the Servicer is not required to re-qualify the Borrower based on the subsequent changes in taxes and insurance. However, the Servicer should provide written notice to the Borrower that explains the impact of the new Escrow payment on the modification.

(iv) Borrowers who become unemployed during Trial Period

If a Borrower is experiencing financial hardship due to unemployment, Servicers must first consider the Borrower for an unemployment forbearance plan as set forth in Chapter 9203. If a Borrower is in a Trial Period Plan and becomes unemployed, the Servicer must not require the Borrower to convert from the Trial Period Plan to an unemployment forbearance plan. However, if an unemployed Borrower contacts the Servicer and requests assistance, the Servicer must determine whether the Borrower is eligible for unemployment forbearance relief in accordance with requirements in Chapter 9203.

If a Borrower was in a Trial Period prior to entering into an unemployment forbearance plan as prescribed in Chapter 9203, such Borrower may be re-evaluated for a new Trial Period Plan based on the Borrower's financial circumstances upon completion of the unemployment forbearance plan, provided that he or she was performing in accordance with the terms of the previous Trial Period Plan (i.e., making timely Trial Period payments) prior to entering into the unemployment forbearance plan. Servicers must not resume/restart the terms of a previous Trial Period Plan. If a Borrower meets the eligibility requirements set forth in this chapter upon completion of the unemployment forbearance plan and accepts a new Trial Period Plan offer, the Borrower will be required to start a new Trial Period.

(v) Borrowers filing for bankruptcy during the Trial Period

Borrowers who are in a Trial Period Plan and subsequently file for bankruptcy may not be denied a modification on the basis of the bankruptcy filing. The Servicer and its counsel must work with the Borrower or Borrower's counsel to obtain any court and/or trustee approvals required in accordance with local court rules and procedures. Servicers should extend the Trial Period Plan as necessary to accommodate delays in obtaining court approvals or receiving a full remittance of the Borrower's Trial Period payments when they are made to a trustee, but they must not extend the Trial Period beyond nine months, resulting in a total 12 month Trial Period. In the event of a Trial Period extension, the Borrower must make a Trial Period payment for each month of the Trial Period, including any extension month, in order to remain eligible for a modification. See Section 9206.13(a) for information on reporting an extended Trial Period Plan via EDR.

(vi) Chapter 13 bankruptcy

When a Borrower in an active Chapter 13 bankruptcy is in a Trial Period Plan and the Borrower has made post-petition payments on the Mortgage in the amount required by the Trial Period Plan, a Servicer must not object to confirmation of a Borrower's Chapter 13 plan, move for relief from the automatic bankruptcy stay, or move for dismissal of the Chapter 13 case on the basis that the Borrower paid only the amounts due under the Trial Period Plan, as opposed to the non-modified Mortgage payments.

The Servicer must work with the bankruptcy counsel to obtain bankruptcy court and/or trustee approval, as necessary, to release the Mortgage from the bankruptcy plan on or

before the first modified payment due date under the modification agreement. If the court or trustee does not approve in a timely manner, the Servicer may enter into the modification agreement provided the Servicer documents the Mortgage file to reflect that the release of the Mortgage from the bankruptcy plan was unsuccessful despite its best efforts.

(vii) Chapter 7 bankruptcy

Borrowers who have received a Chapter 7 bankruptcy discharge in a case involving the Mortgage and who did not reaffirm the Mortgage debt under applicable law, are eligible for a modification.

9206.11: Trial Period Plan requirements (Future effective date 06/01/16)

A Borrower who is evaluated and determined eligible for a Freddie Mac Standard Modification, Freddie Mac Streamlined Modification or a Capitalization and Extension Modification for Disaster Relief ("Disaster Relief Modification") must enter into a Trial Period Plan under which the Borrower will be required to remit three monthly payments at an estimated modified payment amount. (See also Section 9206.11(b) for Trial Period extension requirements for Borrowers in bankruptcy.)

The Servicer may utilize an interim month following the end of the Trial Period to facilitate processing of the modification agreement in accordance with Section 9206.16(b). A payment is not required during the interim month.

(a) Processing the Trial Period Plan offer

If the Borrower qualifies for a modification, the Servicer must offer the Borrower a Trial Period Plan.

(i) The Standard Modification Trial Period Plan Notice

Within five days of an evaluation decision, but no later than 30 days following receipt of the complete Borrower Response Package, the Servicer must send the Borrower a Borrower Evaluation Notice indicating the outcome of its decision. If the Borrower is approved for a Standard Modification, the Servicer must send the Borrower a Standard Modification Trial Period Plan Notice.

The Standard Modification Trial Period Plan Notice communicates the qualification decision to the Borrower and is included in Exhibit 93, Evaluation Model Clauses.

See Section 9206.11(a)(iii) below for additional requirements for Mortgages with post-modification mark-to-market loan-to-value (MTMLTV) ratios less than 80%.

(ii) The Streamlined Modification Trial Period Plan Notice

If the Borrower is approved for a Streamlined Modification, the Servicer must send the Borrower a Streamlined Modification Trial Period Plan Notice with Exhibit 1191, Streamlined Modification Solicitation Letter, or Exhibit 1191B, Streamlined Modification Solicitation Letter for Day 60 Rate Reset, as applicable, in accordance with the requirements described in Section 9102.5(a). If the Borrower is approved for a Streamlined Modification due to an Eligible Disaster in accordance with the requirements of Section 9206.3(f), the Servicer must send the Borrower the Streamlined Modification Trial Period Plan Notice, amended as set forth in Exhibit 93 for Eligible Disasters, and Exhibit 1191A, Streamlined Modification Post-Disaster Forbearance Solicitation Letter.

The Streamlined Modification Trial Period Plan Notice communicates the qualification decision to the Borrower and is included in Exhibit 93.

See below for additional requirements for Mortgages with post-modification MTMLTV ratios less than 80%.

(iii) Special requirements for Mortgages with post-modification MTMLTV ratios less than 80%

In addition to the requirements above, the Servicer must revise the Standard or Streamlined Modification Trial Period Plan Notice for a Borrower whose Mortgage has a post-modified MTMLTV ratio less than 80% to include:

- The amortization term and its associated Trial Period payment calculated for each of the amortization terms below when the associated monthly principal and interest (P&I) payment reduction condition is met:

  - A 480-month amortization term. The estimated modified P&I payment must be less than or equal to the current contractual P&I payment.

  - A 360-month amortization term. The estimated modified P&I payment must be at least 20% less than the current contractual P&I payment.

  - A 240-month amortization term. The estimated modified P&I payment must be at least 20% less than the current contractual P&I payment.

  The Trial Period payment for each option must include the estimated modified P&I payments plus applicable monthly Escrow payments.

- When more than one amortization term is included in the Trial Period Plan Notice:

- ❑ A disclosure explaining that once the Borrower selects an amortization term by submitting the corresponding payment, the term is contractually binding and the Borrower will not have the option to change the term

- ❑ A disclosure explaining that if the first Trial Period payment sent does not precisely match the Trial Period payment associated with one of the amortization terms offered, then the shortest term that the payment covers will become the amortization term for the modification upon successful completion of the Trial Period. (See Section 9206.11(b) for an example.)

- ■ A disclosure stating a failed Trial Period Plan or failed modification may make the Borrower ineligible for a future modification

- ■ A statement reminding the Borrower that once the Mortgage has been modified, the Borrower can always pay more than the contractual payment without penalty if he or she desires to pay down the debt faster

(iv) The Disaster Relief Modification Trial Period Plan Notice

If the Borrower is approved for a Disaster Relief Modification in accordance with the requirements in Section 9206.4, the Servicer must send the Borrower a Disaster Relief Modification Trial Period Plan Notice.

The Disaster Relief Modification Trial Period Plan Notice communicates the qualification decision to the Borrower and is included in Exhibit 93.

(v) Authorized Changes to the Standard Modification, Streamlined Modification and Disaster Relief Trial Period Plan Notices

The Servicer may amend a Trial Period Plan Notice as necessary to request any Borrower cash contribution the Borrower promises to pay for expenses and delinquent amounts not capitalized, if applicable. Servicers may also amend a Trial Period Plan to condition the approval of the mortgage modification on obtaining any necessary court and/or trustee approvals for Borrowers in bankruptcy and to address situations where a Borrower files for bankruptcy during the Trial Period. In addition, Servicers must amend the Trial Period Plan Notice as necessary to ensure compliance with applicable laws, rules and regulations.

If the Borrower previously received a Chapter 7 bankruptcy discharge, but did not reaffirm the mortgage debt under applicable law, the Servicer must add the following language to the Trial Period Plan Notice under the section "Additional Trial Period Plan Information and Legal Notices:"

If you previously received a Chapter 7 bankruptcy discharge, but did not reaffirm the mortgage debt under applicable law:

- *You agree that you were discharged in a Chapter 7 bankruptcy proceeding subsequent to the execution of the Loan Documents. Based on this representation, Lender agrees that you will not have personal liability on the debt pursuant to this Trial Period Plan.*

If under applicable law, a Servicer may not establish an Escrow account, the Servicer must delete the following language from the Trial Period Plan Notice:

Page 3:
Your new monthly payment will include an escrow for property taxes, hazard insurance and other escrowed expenses. If the cost of your homeowners insurance, property tax assessment or other escrowed expenses increases, your monthly payment will increase as well.

Page 3:
If your monthly payment did not include escrows for taxes and insurance, you are now required to do so:

- You agree that any prior waiver that allowed you to pay directly for taxes and insurance is revoked. You agree to establish an escrow account and to pay required escrows into that account.

(vi) Effective Date of the Trial Period Plan

When preparing the Trial Period Plan Notice, the Servicer must determine the Trial Period Plan Effective Date and the due date of the first Trial Period payment in accordance with the following instructions:

If the Servicer sends the Trial Period Plan Notice to the Borrower:	… then the Trial Period Plan Effective Date and the due date of the first Trial Period 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

For example, if the Servicer sends the Trial Period Plan to the Borrower on June 10, the Trial Period Plan Effective Date and first Trial Period payment due dates are both July 1. If the Servicer sends the Trial Period Plan to the Borrower on June 17, the Trial Period Plan Effective Date and first Trial Period payment due date are both August 1.

Notwithstanding the requirement above, after the Trial Period Plan Notice was sent to the Borrower, the Servicer may commence the Trial Period on the first day of the next month

if the Borrower consents to commence the Trial Period earlier than the effective date requirements set forth above.

If the Borrower fails to submit the first Trial Period payment on or before the last day of the first Trial Period month (e.g., on or before July 31st in the example above) the Servicer ***must*** consider the Trial Period Plan offer to be rejected by the Borrower.

(vii) Borrower acceptance of offer

A Borrower's notification to the Servicer indicating an intent to accept a Trial Period Plan offer within 14 days of the date of the offer constitutes sufficient notice solely for purposes of suspending foreclosure referral or sale in accordance with Sections 9301.6, 9301.7 and 9301.28.

For purposes of legal acceptance, Borrowers are not required to sign or return the Trial Period Plan Notice. Timely receipt of the first payment due under the Trial Period Plan Notice is evidence of the Borrower's acceptance of the Trial Period Plan terms and conditions. The Servicer must receive the Borrower's first Trial Period payment on or before the last day of the month in which the Trial Period Plan Effective Date occurs (Trial Period Plan Offer Deadline). Otherwise, the Servicer must consider the Trial Period Plan offer to have expired.

(b) Requirements during the Trial Period

The first Trial Period payment is due by the Trial Period Plan Offer Deadline. The Servicer must require the Borrower to remit timely payments. Each Trial Period payment must be received no later than the last day of the month in which the Trial Period payment is due. Borrowers who fail to make timely Trial Period payments are considered to have failed the Trial Period. Servicers must use good business judgment in determining whether Trial Period payments were received timely or if mitigating circumstances caused the payment to be late. Exceptions must be documented in the Servicer's records.

Although the Borrower may make scheduled Trial Period payments earlier than expected, the payments may not result in acceleration of the Modification Effective Date.

During the Trial Period, the Servicer must:

- Continue to report and remit to Freddie Mac in accordance with the investor reporting and remitting requirements set forth in the Guide, which include the advancing of scheduled interest (and principal, if applicable) under the existing Mortgage terms to Freddie Mac, provided that the Servicer has not inactivated the Mortgage

- Report any specific loan-level activity via EDR as provided in Sections 9102.7 and 9206.13(a)

- Credit to an unapplied or suspense funds account, payments made by the Borrower during the Trial Period. Once enough funds have accumulated in the unapplied or

suspense funds account to satisfy the oldest payment due under the existing Mortgage terms (including applying the portion of the Trial Period payment allocable to escrowed items to the existing or newly established Escrow account provided those amounts were due at the time of the oldest delinquent payment due date), the Servicer must apply the payment in accordance with the current Note and Security Instrument, or prior modification agreement, if applicable.

(i) Mortgages with post-modification MTMLTV ratios less than 80%

For Borrowers offered two or three amortization terms in accordance with Section 9206.10(a)(ii), if the Borrower's first Trial Period payment does not precisely match one of the amortization terms provided in the Trial Period Plan, then the Servicer must consider the Borrower to have accepted the shortest amortization term that the payment covers for both the Trial Period and the modification agreement.

Example: The Borrower is offered Trial Period payments of $500 based on a 480-month term, $750 based on a 360-month term, and $900 based on a 240-month term.

The Borrower's first Trial Period payment equals:	The Borrower has accepted the following amortization term
$500 to $749.99	480 months
$750 to $899.99	360 months
$900 or greater	240 months

(ii) Recommencement and/or initiation of collection efforts and foreclosure actions

A Borrower is considered to have failed a Trial Period Plan if the Borrower fails to:

- Make a Trial Period payment by the last day of the month in which the payment is due
- Comply with the terms of the Trial Period Plan; or
- Execute and return the modification agreement within the applicable 14-day time frame set forth in Section 9206.16

If the Borrower fails the Trial Period Plan, the Servicer must begin or recommence collection efforts in accordance with Section 9102.4 or, if applicable, recommence any suspended foreclosure action or proceeding.

After determining a Borrower has failed the Trial Period according to the requirements under this Section 9206.11(b), the Servicer must report any initiated or resumed

collection or foreclosure activity through EDR. See Section 9102.7 for information on EDR.

Late charges may accrue during the Trial Period subject to the requirements of Section 9102.2. However, all accrued and unpaid late charges must be waived in the event the Mortgage is modified.

(iii) Changes to tax and insurance premium payments

If there are changes in a Borrower's tax and insurance premium payments after the Borrower has been qualified for a Trial Period Plan, the Servicer is not required to re-qualify the Borrower based on the subsequent changes in taxes and insurance. However, the Servicer should provide written notice to the Borrower that explains the impact of the new Escrow payment on the modification.

(iv) Borrowers who become unemployed during Trial Period

If a Borrower is experiencing financial hardship due to unemployment, Servicers must first consider the Borrower for an unemployment forbearance plan as set forth in Chapter 9203. If a Borrower is in a Trial Period Plan and becomes unemployed, the Servicer must not require the Borrower to convert from the Trial Period Plan to an unemployment forbearance plan. However, if an unemployed Borrower contacts the Servicer and requests assistance, the Servicer must determine whether the Borrower is eligible for unemployment forbearance relief in accordance with requirements in Chapter 9203.

If a Borrower was in a Trial Period prior to entering into an unemployment forbearance plan as prescribed in Chapter 9203, such Borrower may be re-evaluated for a new Trial Period Plan based on the Borrower's financial circumstances upon completion of the unemployment forbearance plan, provided that he or she was performing in accordance with the terms of the previous Trial Period Plan (i.e., making timely Trial Period payments) prior to entering into the unemployment forbearance plan. Servicers must not resume/restart the terms of a previous Trial Period Plan. If a Borrower meets the eligibility requirements set forth in this chapter upon completion of the unemployment forbearance plan and accepts a new Trial Period Plan offer, the Borrower will be required to start a new Trial Period.

(v) Borrowers filing for bankruptcy during the Trial Period

Borrowers who are in a Trial Period Plan and subsequently file for bankruptcy may not be denied a modification on the basis of the bankruptcy filing. The Servicer and its counsel must work with the Borrower or Borrower's counsel to obtain any court and/or trustee approvals required in accordance with local court rules and procedures. Servicers should extend the Trial Period Plan as necessary to accommodate delays in obtaining court approvals or receiving a full remittance of the Borrower's Trial Period payments when they are made to a trustee, but they must not extend the Trial Period beyond nine months, resulting in a total 12 month Trial Period. In the event of a Trial Period

extension, the Borrower must make a Trial Period payment for each month of the Trial Period, including any extension month, in order to remain eligible for a modification. See Section 9206.13(a) for information on reporting an extended Trial Period Plan via EDR.

(vi) Chapter 13 bankruptcy

When a Borrower in an active Chapter 13 bankruptcy is in a Trial Period Plan and the Borrower has made post-petition payments on the Mortgage in the amount required by the Trial Period Plan, a Servicer must not object to confirmation of a Borrower's Chapter 13 plan, move for relief from the automatic bankruptcy stay, or move for dismissal of the Chapter 13 case on the basis that the Borrower paid only the amounts due under the Trial Period Plan, as opposed to the non-modified Mortgage payments.

(vii) Chapter 7 bankruptcy

Borrowers who have received a Chapter 7 bankruptcy discharge in a case involving the Mortgage and who did not reaffirm the Mortgage debt under applicable law, are eligible for a modification.

9206.12: Modified Mortgage conditions (03/09/16)

The modified Mortgage must:

1. Retain its First Lien position and be fully enforceable at the time of modification, throughout its modified term, and during any bankruptcy or foreclosure proceeding involving the Mortgage. The modification agreement must be executed by the Borrower(s) and must be in recordable form in the following circumstances: (1) if State or local law requires the modification agreement be recorded to be enforceable, (2) if the Mortgage is secured by property located in New York, (3) if the modification agreement must be recorded pursuant to Section 9206.12(1)(d) below, or (4) if the Servicer's practice for modifying Mortgages in its portfolio is to create modification agreements in recordable form.

   Notwithstanding the foregoing, to ensure the First Lien position the Servicer must:

   (a) Ensure all real estate taxes or, for Manufactured Homes taxed as personal property, personal property taxes, condominium/homeowners association (HOA) fees, utility assessments (such as water bills), ground rent and other assessments that could become a First Lien are current

   (b) Obtain a title endorsement or similar title insurance product issued by a title insurance company to ensure that the modified Mortgage retains first lien priority, if (1) the amount capitalized is greater than $50,000 (aggregate capitalized amount of all modifications of the Mortgage completed under Freddie Mac's loan modification workout option), or (2) the modified interest rate is greater than the interest rate currently in effect on the Mortgage

(c) Obtain subordination agreements from any junior lienholders, if required by the title insurance company

(d) Record the executed Loan Modification Agreement, even if the jurisdiction where the property is located does not require the Servicer to do so, if (1) the amount capitalized is greater than $50,000 (aggregate capitalized amount of all modifications of the Mortgage completed under Freddie Mac's loan modification workout option), or (2) the modified interest rate is greater than the interest rate currently in effect on the Mortgage, or (3) the remaining amortization term on the Mortgage is less than or equal to ten years and the Servicer is extending the amortization term of the Mortgage more than ten years beyond the original maturity date

2. Retain all living signers on the existing Note as obligors. Except as otherwise provided in Section 9206.13(e), all Borrowers and any other signatory to the Security Instrument must sign the modification agreement and all other required documents.

3. Contain a due-on-transfer provision if the existing Mortgage documents do not contain such a provision (see Exhibit 78, Modification Due on Transfer Rider, for an example of a due-on-transfer rider)

4. Not have any secondary financing included in the UPB

5. Not provide any cash-out to the Borrower

6. Except as set forth in Sections 9206.3(f) and 9206.4(d), have an Escrow account for real estate taxes, property, flood, mortgage insurance premiums and ground rent even if the existing Mortgage does not have an Escrow account

7. Retain mortgage insurance coverage if the existing Mortgage has such coverage, and the loss coverage percentage must remain the same

8. Contain an assignment of rents rider if the property is a 1-unit Investment Property or a 2- to 4-unit property (see Exhibit 77 for an example of an assignment of rents rider)

9. Retain any existing credit enhancement, such as an indemnification agreement. (Note: Mortgages subject to recourse are not eligible for a Freddie Mac Standard Modification, Freddie Mac Streamlined Modification or Capitalization and Extension Modification for Disaster Relief.) If the Servicer is not the provider of the credit enhancement, it must obtain written approval from the institution providing the enhancement.

10. Contain a Modification Bankruptcy Disclosure Rider for a Borrower who has been discharged from the Freddie Mac debt (see Exhibit 78A, Modification Bankruptcy Disclosure Rider, for an example of the rider)

11. Be a fully amortizing fixed-rate Mortgage. The Mortgage after modification must not be: an interest-only Mortgage, a bi-weekly Mortgage or a daily simple interest Mortgage.

12. Have flood insurance coverage if the property is located in an area that has been identified by the Director of the Federal Emergency Management Agency (FEMA) as a Special Flood Hazard Area (SFHA). The Servicer must determine if the area where the property is located has been identified as a SFHA. This step must be taken even if the property was not located in a SFHA when the Mortgage was originated. If the property is located in a SFHA, then the Servicer must require that the Borrower purchase flood insurance as required in Section 8202.3.

9206.13: Other modification conditions and requirements (03/02/16)

This section describes the following requirements for processing a Freddie Mac Standard Modification, Freddie Mac Streamlined Modification and a Capitalization and Extension Modification for Disaster Relief ("Disaster Relief Modification"):

- EDR
- MI approval
- Servicing Spread
- Escrows
- Execution of documents
- Texas Equity Section 50(a)(6) Mortgages

(a) EDR

Servicers must report specific Standard Modification and Streamlined Modification activity to Freddie Mac as follows:

- **BF – "Standard Modification Trial Period."** Report default action code BF to notify Freddie Mac that the Borrower has entered into a Trial Period for the Standard Modification or for the Disaster Relief Modification. Servicers must report this code along with the Trial Period Plan Effective Date each month during the Trial Period. In addition, Servicers must report this code if they elect to use the interim month option under the Trial Period Plan or extend the Trial Period Plan to accommodate a Borrower's bankruptcy filing. See Section 9206.16(b) for information on the interim month option and Section 9206.11(b) for information on extending a Borrower's Trial Period Plan when the Borrower is in bankruptcy; or

- **TM – "Alternative Modification Trial Period."** Report default action code TM to notify Freddie Mac that the Borrower has entered into a Trial Period for the Streamlined Modification as described in Section 9206.3. Servicers must report this code along with

the Trial Period Plan Effective Date each month during the Trial Period. In addition, Servicers must report this code if they elect to use the interim month option under the Streamlined Modification Trial Period Plan or extend the Trial Period Plan to accommodate a Borrower's bankruptcy filing. See Section 9206.16(b) for information on the interim month option and Section 9206.11(b) for information on extending a Borrower's Trial Period Plan when the Borrower is in bankruptcy.

- **HD – "Modification in Review."** Report default action code HD to notify Freddie Mac that the Borrower is being evaluated for a modification. Servicers must report this code along with the date they began reviewing the Borrower for the modification. Report this code one time in the month following the month in which the evaluation took place.

- **HE – "Ineligible/Cancel Modification."** Report default action code HE to notify Freddie Mac that the Borrower is ineligible for a modification or the Trial Period has been canceled. Servicers must report this code along with the date they made the decision. Report this code one time in the month following the month in which the decision took place.

If the Mortgage is converting from a Streamlined Modification Trial Period Plan to a Home Affordable Modification Program (HAMP®) modification without a restart of the Trial Period pursuant to the requirements in Section 9206.3(c), the Servicer must report at least one month of HAMP Trial Period Plan activity using default action code 09 – "Forbearance," along with reason code HMP – "Home Affordable Modification Program" to complete the reporting of the HAMP Trial Period Plan. The Servicer must report codes HMP and 09 via EDR to indicate a HAMP Trial Period Plan no later than the third Business day of the month in which the modification became effective for the prior month's activity and must indicate the original Trial Period Plan Effective Date that was reported for a Streamlined Modification Trial Period Plan.

Example:

A Borrower accepts an offer for a HAMP modification during the third month of the Streamlined Modification Trial Period and the Servicer previously reported a Streamlined Modification Trial Period Plan to Freddie Mac. The Modification Effective Date for this example is November 1, 2013. The EDR submission to Freddie Mac would reflect the following:

Default Action/ Reason Code Reported	Trial Period Plan Effective Date Reported	Month Reported via EDR
TM – Alternative Modification Trial Period Plan	8/1/2013	September 2013

TM – Alternative Modification Trial Period Plan	8/1/2013	October 2013
HMP – Home Affordable Modification **And** **09 – Forbearance**	8/1/2013	November 2013

Refer to Exhibit 82, EDR Transmission Code List, for additional information on the reporting of these codes.

(b) MI approval

Servicers must obtain MI approval of a modification before offering the Borrower a Trial Period Plan. Additionally, if the Borrower cannot pay all amounts due plus the modification expenses, the Servicer must inquire if the MI will make an advance claim payment to pay all or part of the amounts due.

(c) Servicing Spread

Servicers must retain not more than the lesser of the current Servicing Spread on the modified Mortgage or 25 basis points as the Servicing Spread. For Mortgages with a partial principal forbearance, the Servicing Spread is based on the interest-bearing UPB.

(d) Escrows

Except as set forth in Sections 9206.3(f) and 9206.4, Servicers must establish an Escrow account on the Mortgage if an Escrow account is not currently maintained on the Mortgage, provided its establishment is not prohibited under applicable federal, State or local law.

Prior to or during the Servicer's determination of the Borrower's eligibility for a modification, the Servicer must perform an Escrow analysis in accordance with the Real Estate Settlement Procedures Act (RESPA) and any applicable federal, State, or local law. The Servicer must then establish the Escrow account at the time the Trial Period Plan becomes effective and provide any disclosures required by applicable federal, State, or local law within the time periods prescribed by such laws. In addition:

1. Any advances previously made by the Servicer or any advances that will be made during the Trial Period to pay property taxes or insurance premiums must be capitalized in the modified UPB as long as they were or will be paid to third parties prior to the Modification Effective Date.

2. For taxes and insurance premiums that are not yet due before the Modification Effective Date, the Servicer must determine the amount needed to establish the escrow account (Escrow shortage) that, together with the monthly Escrow payment included in the modified monthly Mortgage payment, will be sufficient to pay all future taxes and insurance premiums when they fall due. If the Borrower is unable to pay the Escrow shortage as a lump sum payment, then the Borrower must pay the shortage as part of the monthly payment on the modified Mortgage ("Project Monthly Escrow Shortage Payments") as set forth in Section 9206.15(b). This amount may not be capitalized in the UPB of the Mortgage.

3. Once the Escrow account is established, the Borrower must continue to make monthly Escrow payments, even if the Borrower fails to comply with the Trial Period Plan and the Mortgage subsequently reinstates.

(e) Execution of documents

The Servicer must require all Borrowers and any other signatory to the Security Instrument to sign the modification agreement and all other required documents to qualify for a modification except the following:

- A Borrower, co-Borrower or any signatory to the Security Instrument who is deceased, as evidenced by a death certificate, or an obituary or newspaper article reporting the death

- A Borrower, co-Borrower or any signatory to the Security Instrument who is divorced or legally separated from another party, as evidenced by a divorce decree signed by the court or court filed separation agreement, except for the Borrower or co-Borrower retaining possession and title to the property

- A Borrower, co-Borrower or any signatory to the Security Instrument who is unrelated by marriage, civil union or similar domestic partnership under applicable law and who purchased or owned the property and has since vacated and no longer occupies the property, provided the remaining Borrower submits a copy of a recorded quit claim deed evidencing that the departed party has relinquished all rights to the property; or

- Any signatory to a Security Instrument who is not a Borrower obligated on the Note provided the Security Instrument contains a provision that authorizes any Borrower to modify the terms of the Security Instrument or the Note without such signatory's consent

Servicers may evaluate requests on a case-by-case basis when the Borrower is unable to sign due to circumstances such as mental incapacity, military deployment, etc.

For Mortgages secured by a property owned by an eligible Living Trust all Standard Modification-related documents must be executed by the Borrower as follows:

- In his or her individual capacity; and

- By the trustee on behalf of the Living Trust

(f) Texas Equity Section 50(a)(6) Mortgages

When the Mortgaged Premises is secured by a Texas Equity Section 50(a)(6) Mortgage:

- If the Borrower is eligible and qualifies for a Trial Period Plan and/or modification, the Servicer must offer the Borrower a Trial Period Plan and/or modification in accordance with Freddie Mac's requirements in Chapters 9205 and 9206

- If the Servicer receives Borrower notification stating that the terms of the Trial Period Plan or subsequent modification agreement do not comply with the provisions of Article XVI Section, 50(a)(6) of the Texas Constitution, the Servicer must notify Freddie Mac within seven Business Days of receipt of such objection or complaint **(see Directory 5)** by completing and submitting the following sections of Form 1205, Post-Settlement Correction Request:

  - Freddie Mac Loan Number

  - Servicer Loan Number

  - Transaction type (i.e., Texas Home Equity modification)

  - Accounting cycle in which Freddie Mac settled the workout

  - Servicer's analysis (i.e., Borrower complaint related to Section 50(a)(6) of the Texas Constitution)

- Upon receipt of Freddie Mac's instructions, the Servicer must comply with any required response time frames to claims of defects and any other complaint in accordance with Section 8104.1 and the Texas Constitution

9206.14: Loan modification expenses (03/02/16)

Subject to applicable law, loan modification expenses may include, but are not limited to:

1. Notary fees

2. Recordation fees if they meet the requirements in Section 9206.12

3. Title report according to the requirements of Section 9206.12. To reduce the expenses, order any required title report from a vendor that is an agent of the current title insurer, when possible.

4. Updated title endorsement or a new title insurance policy according to the requirements of Section 9206.12

5. Legal and settlement fees

6. Property inspection

7. BPO cost, if a BPO is used as the property valuation. See Section 9202.19 for BPO cost details.

The Servicer may not charge the Borrower any processing fee or other administrative fee in connection with the processing of a loan modification.

If the Servicer does not modify the Mortgage, the Servicer must refund to the Borrower all prepaid, but unused expense funds.

9206.15: Expenses, delinquent amounts, capitalization rules and expense reimbursements for modifications (03/02/16)

(a) Expenses and delinquent amounts

Whenever possible the Borrower must pay, subject to applicable federal, State, and local law and the Mortgage, the following expenses and delinquent amounts in the form of a cash contribution as a condition of the modification:

- Delinquent accrued interest
- Expenses paid to a third party specifically related to the loan modification (e.g., title costs, not to exceed the reimbursable expense limits in Exhibit 57A, Approved Attorney Fees and Title Expenses, notary fees, recordation fees, if applicable, and credit report fees)
- Funds advanced by the Servicer, or to be advanced and paid to a third party, prior to the date the Borrower executes the Loan Modification Agreement for the payment of real estate taxes and insurance premiums
- Incurred foreclosure costs, including attorney fees and title costs incurred as part of the foreclosure process, not to exceed the reimbursable expense limits in Exhibit 57A
- Property preservation expenses and property inspection fees, not to exceed the reimbursable limits in Exhibit 57, 1- to 4-Unit Property Approved Expense Amounts, and further subject to limitations on the amount or frequency of inspections under applicable federal, State or local law
- Any other expenses that were advanced and paid to a third party related to the preservation of Freddie Mac's lien priority, as specified in Sections 9301.27 and 9701.10

- Escrow shortages (i.e., the amount needed to establish the Escrow account or to bring it current that, together with the monthly Escrow payment included in the monthly Mortgage payment, will be sufficient to pay the next twelve months of property taxes and insurance premiums when they fall due)

- Any other amounts due and owing that are secured indebtedness under the current Mortgage

The Borrower must agree to contribute funds held in a buydown account, if any, to reduce the Delinquency or amount capitalized.

The Servicer may not charge the Borrower or capitalize any processing fee or other administrative fees in connection with the processing of a loan modification.

(b) Capitalization rules

If the Borrower has inadequate cash reserves or assets that he or she cannot liquidate to pay all of the expenses and delinquent amounts in the form of a cash contribution under Section 9206.15(a), any cash contribution the Borrower is able to make must be applied to expenses and amounts that may be capitalized.

Generally, a Borrower is expected to pay all expenses and other amounts due. If the Mortgage has mortgage insurance, the Servicer must contact the MI prior to capitalizing any amounts to determine if the MI will pay all or a portion of the expenses and delinquent amounts due. The Servicer may capitalize any expense or delinquent amount set forth in the table below provided that such capitalization is not prohibited by applicable federal, State or local law, the amount to be capitalized is part of the indebtedness secured by the current Mortgage, and the expense complies with Exhibits 57 and 57A.

Expense or delinquent amount	**May be capitalized** **(if part of the secured indebtedness and subject to applicable law)**
Delinquent accrued interest	Yes
Expenses paid to a third party specifically related to the loan modification (e.g., title costs, notary fees, recordation fees, if applicable, and credit report fees)	No

Expense or delinquent amount	May be capitalized (if part of the secured indebtedness and subject to applicable law)
Funds advanced by the Servicer, or to be advanced and paid to a third party, prior to the date the Borrower executes the Loan Modification Agreement for the payment of real estate taxes and insurance premiums	Yes
Escrow shortages to fund an Escrow account for future post-modification advances	No
Incurred foreclosure costs, including attorney fees and title costs incurred as part of the foreclosure process	Yes (not to exceed the reimbursable expense limits in Exhibit 57A)
Property preservation expenses and property inspection fees	Yes (not to exceed the reimbursable limits in Exhibit 57)
Any other expenses that were advanced and paid to a third party related to the preservation of Freddie Mac's lien priority, as specified in Sections 9301.27 and 9701.10	Yes

With respect to Escrow shortages, if the Borrower is unable to pay the Escrow shortage as a lump sum, then the Borrower must pay the shortage as part of the monthly payment ("Projected Monthly Escrow Shortage Payments") on the modified Mortgage. If the Borrower must pay Projected Monthly Escrow Shortage Payments, then the Servicer must:

- Spread the Escrow shortage amount equally over a 60-month period, and
- Take into account the remaining unpaid amount of the Escrow shortage in any subsequent Escrow analysis to ensure that the Borrower may continue to pay those amounts over the remaining portion of the 60-month period. The Servicer may not accelerate or compress the remaining unpaid amount of the Escrow shortage into a new Escrow payment as a result of a future Escrow analysis. To facilitate this, the Servicer may choose to spread any additional Escrow shortage that results from a subsequent Escrow analysis over the remaining months of the 60-month period.

(c) Reimbursement of expenses

Servicers may use the Freddie Mac Reimbursement System to request reimbursement for the following costs associated with all modification types that would otherwise be paid by the Borrower and that may not be capitalized:

Expense Description	Expense Code	Expense Limit and Notes
Recordation fees	**300003**	Actual cost
Title costs, if applicable (except with respect to title costs in connection with a foreclosure proceeding)	**300004**	Reimbursable amounts are in accordance with the limits specified in Exhibit 57A
Notary fees	**042001**	$150
Home Value Explorer® (HVE®)	**400003**	$150

All reimbursement requests must be received by Freddie Mac within the following time frames:

- Initial claims no later than 90 days from the loan modification settlement date in Freddie Mac systems
- Supplemental claim no later than 180 days from the loan modification settlement date in Freddie Mac systems (applicable to recordation fees only)

If the Servicer submits a claim for reimbursement of expenses and the mortgage modification settlement date does not exist in Freddie Mac's system, the claim will not be eligible for payment. All modifications types, excluding modifications with Mortgages insured by the FHA, or guaranteed by the VA or RHS, must have been submitted to Freddie Mac for settlement in its systems to be eligible for expense reimbursement via the Reimbursement System.

For modifications with Mortgages insured by the FHA, or guaranteed by the VA or RHS, refer to Section 9701.5 for requirements related to claim submission time frames.

9206.16: Preparing to close the loan modification (03/02/16)

The Servicer should allow sufficient processing time to prepare the modification agreement and provide it to the Borrower for execution, so that the Borrower has sufficient time to return it to the Servicer and make the first modified payment by its due date. The first modified payment due date is the first day of the month following the final Trial Period month, or, if applicable, the first day of the month following an interim month.

(a) Preparing the modification agreement and providing it to the Borrower

The Servicer must:

1. Prepare two original modification agreements for the Borrower's signature (see Exhibit 76, Loan Modification for Delinquent Mortgages, for an example of a modification agreement)

   The modification agreement:

   - Must be revised as necessary to conform with federal, State and local law and the terms of the modification

   - Must not include any language that requires the Borrower to waive rights he or she may have under applicable law, including the Consumer Credit Protection Act, as a condition of the modification

   - Must have a Modification Effective Date and a due date of the first payment due after the Trial Period (the "First Modified Payment") of the first day of the month following the end of the Trial Period, or, if applicable, the first day of the month following the end of the interim month

     - Must be in recordable form in the following circumstances: (1) if State or local law requires the modification agreement be recorded to be enforceable, (2) if the Mortgage is secured by property located in New York, (3) if the modification agreement must be recorded pursuant to Section 9206.12(1)(d), or (4) if the Servicer's practice for modifying Mortgages in its portfolio is to create modification agreements in recordable form

   The new interest rate and new principal balance on the modified Mortgage are effective retroactive to the first day of the month just prior to the First Modified Payment due date (i.e., to allow for payment of interest in arrears). (See below for information on the "interim month option.")

2. Mail the Borrower two unsigned copies of the modification agreement, together with any applicable riders and disclosures, and provide a date by which the Borrower must sign

and return the two executed modification agreements (and applicable riders and disclosures), which must be no more than 14 days from the date the Servicer sent the modification agreement

3. Once the Borrower has signed both copies of the modification agreement and made the last required monthly payment due during the Trial Period and the Servicer determines the Borrower otherwise remains in compliance with the terms of the Trial Period Plan, the Servicer must sign the two modification agreements, and return one modification agreement with all signatures to the Borrower in order for the modification to take effect. The Servicer may not sign the modification agreements until the Borrower has signed the modification agreement and complied with all requirements of the Trial Period Plan.

4. Prepare two assignment of rents riders, if applicable (see Section 9206.12)

5. Prepare two due-on-transfer riders, if applicable (see Section 9206.12)

6. Prepare two Modification Bankruptcy Disclosure Riders, if applicable (see Section 9206.12)

7. Prepare any documents necessary to modify the Mortgage, including applicable disclosure statements

8. Arrange to obtain a title endorsement or similar title insurance product, if applicable. Refer to Section 9206.12 for specific information.

(b) Interim month option

In the event the Borrower does not pay the final Trial Period payment on or before the due date set forth in the Trial Period Plan Notice, then the Servicer may, at its option, prepare the modification agreement such that the Modification Effective Date and the due date of the First Modified Payment is the first day of the second month following the final Trial Period month. However, in this case, interest will not begin to accrue at the modified interest rate on the modified principal balance until the first day of the month following the final Trial Period month to accommodate the First Modified Payment's payment of interest in arrears ("interim month option.")

For example, if the final Trial Period payment is due March 1 and the Servicer elects the option described above, the Borrower is not required to make any payment during April, and the First Modified Payment under the modification agreement is due on May 1. During the month of March, interest will accrue at the current pre-modification rate under the current loan documents, which may impact the amount of the modified principal balance. The modified interest rate and the modified principal balance will take effect on April 1. The First Modified Payment due on May 1 will include interest in arrears that accrued during April on the modified principal balance at the modified interest rate.

If the Servicer elects this option, the Borrower will not be required to make an additional Trial Period payment during the month (the "interim month") between the final Trial Period month and the month in which the First Modified Payment is due.

A Servicer must treat all Borrowers the same in applying this option by selecting, in its discretion and evidenced by a written policy, the date by which the final Trial Period payment must be submitted ("cutoff date") before the Servicer applies this option. The cutoff date must be after the due date for the final Trial Period payment as set forth in the Trial Period Plan Notice.

In the event the Borrower does not submit funds during the interim month, the effects of the interim month and attendant capitalization of arrearages on the terms of the modification agreement may not alter the Servicer's previous determination of the Borrower's eligibility.

The Servicer, when sending the modification agreement for signature, must include a cover letter that informs the Borrower of (i) the delay of the Modification Effective Date and First Modified Payment due date by one month and (ii) the effects of the interim month, including, but not limited to, the delay in the effective date of the modified interest rate, any increase in the delinquent interest capitalized.

EDR

If the Servicer elects to use the interim month option in accordance with the requirements under this Section 9206.16(b), the Servicer must report the interim month to Freddie Mac through EDR. In doing so, the Servicer must report default action codes "BF" under the Freddie Mac Standard Modification Trial Period Plan or the Capitalization and Extension Modification for Disaster Relief Trial Period Plan, and "TM" under the Freddie Mac Streamlined Modification Trial Period Plan. In addition, the Servicer must also report the Trial Period Plan Effective Date as the default action date until the default action codes would no longer apply once the Mortgage is modified.

Refer to Section 9102.7 for information on EDR and Exhibit 82, Electronic Default Reporting Transmission Code List, for descriptions of the default action codes and default reason codes.

9206.17: Loan modification documents and settlement data submissions (03/02/16)

After the Servicer has sent a fully executed modification agreement to the Borrower as required by Section 9206.16(a), the Servicer must submit the second fully executed modification agreement to its Document Custodian as follows:

- If the modification agreement must be recorded (see Sections 9206.12 and 9206.16):

- Submit the second fully executed original modification agreement for recordation within one Business Day of receiving either the Borrower executed modification agreement or the final Trial Period payment, whichever is later

- If the original Security Instrument was registered with MERS®, execute the modification agreement on behalf of MERS

- Within 25 days of receiving from the Borrower, send a certified copy of the fully executed modification agreement to the Document Custodian to be maintained with the Note

- Send the modification agreement that is returned from the recorder's office to the Document Custodian within five Business Days of receiving it

- If recordation is not required, send the fully executed modification agreement to the Document Custodian within 25 days after receiving it from the Borrower

- Retain a copy of the fully executed modification agreement in the Mortgage file

- Complete the "Loan Modification Settlement" screen in Workout Prospector® and transmit the status for all Mortgages due for settlement into Workout Prospector no later than the 4th Business Day of the month in which the first modified payment is due. When submitting the data for a modification via the "Loan Modification Settlement" screen, the Servicer must comply with the instructions for each Freddie Mac modification offer set forth in the Workout Prospector Users' Guide.

  By completing the "Loan Modification Settlement" screen in Workout Prospector and submitting the data for a modified Mortgage, the Servicer represents and warrants to Freddie Mac that it has completed the data entry in accordance with the instructions set forth in the Workout Prospector Users' Guide and that all information set forth on the "Loan Modification Settlement" screen is accurate. In submitting the modification terms via the "Loan Modification Settlement" screen, the Servicer represents and warrants, among other things, that:

  - The "Current UPB (pre-modification)" and the DDLPI entered on the "Loan Modification Settlement" screen matches the UPB and DDLPI reported to Freddie Mac as of the last Accounting Cycle Cutoff in the month prior to the first modified payment due date

  - The data entered on the "Loan Modification Settlement" screen matches the terms of the modification agreement and those terms comply with the underwriting requirements applicable to the modification.

    In its sole discretion, Freddie Mac may choose not to accept for settlement any modification and data related to such modification undertaken by the Servicer where required settlement documentation is not provided in accordance with the time frame set forth above or that otherwise does not comply with the underwriting requirements of the

Guide or other applicable Purchase Documents. If Freddie Mac does accept a modification for settlement, such acceptance does not waive any rights Freddie Mac may have available under the Guide or other applicable Purchase Documents including, without limitation, the right to withhold workout compensation for any modifications undertaken by the Servicer where required settlement documentation or accurate settlement data is not provided in accordance with the time frame set forth above or the terms of the modification do not comply with the underwriting requirements of the Guide or other applicable Purchase Documents.

Once the data entered onto the "Loan Modification Settlement" screen has been submitted to Freddie Mac, Servicers should monitor the status of the modification in Workout Manager®, which is accessible from Freddie Mac's Servicing Technology Tools web page at **http://www.freddiemac.com/singlefamily/service/**. All Mortgages that are scheduled to be processed in Freddie Mac's systems will appear on the Modifications Pending Update report in Workout Manager. Servicers will need a secure user ID and password to access this application. If Servicers do not currently have a user ID and password, they may request access by completing and submitting the Servicing Applications Sign-Up Form, which is also available on the web page.

In addition, Freddie Mac will notify Servicers that the modification has been processed in Freddie Mac's systems via the Loan Modifications Processed report. If a Servicer attempts to report a monthly loan-level transaction on a Mortgage based on the modified terms prior to the modification being processed in Freddie Mac's systems, the Servicer will not be able to successfully complete the transaction.

- Comply with the reporting and remitting requirements set forth in Section 9206.18 to complete the loan modification. Freddie Mac will enter a credit for its proportionate share of the capitalized amount, if applicable, on the Adjustment line of the Servicer's Monthly Account Statement (MAS) plus an adjustment for any miscellaneous interest on a modified Mortgage that is settled after the month in which the First Modified Payment is due.

  If the Servicer reported the Mortgage to Freddie Mac as 90 days or more delinquent or in foreclosure in the prior month, notify Freddie Mac of the reinstatement via an EDR transmission within the first three Business Days of the month following the month the Servicer executed the modification agreement. The Servicer must report this reinstatement using default action code 20.

9206.18: Modification reporting and remittance requirements (03/02/16)

The Servicer must comply with the following reporting and remittance requirements to complete processing of the modification:

(a) Before the first modified payment is due

The Servicer must report and remit to Freddie Mac any full contractual payment submitted by the Borrower in accordance with the Note and Security Instrument, and any modification agreement, if applicable. In doing so, the Servicer must report and remit to Freddie Mac as follows:

1. If the Mortgage has been reported as inactive in previous accounting cycles then:

   (a) Reinstate the Mortgage in the Servicer's monthly Loan-Level Transaction when the Borrower has made a full contractual payment (see Section 8303.23 for instructions on reinstating a Mortgage)

   (b) On the applicable remittance due date for the Mortgage, remit the interest through the automated cash remittance system (see Exhibit 68, Cash Remittance System). Refer to Sections 8302.9 and 8302.15, and Chapter 8303 for information on initiating a remittance through the cash remittance system, and Section 8303.23 for additional remittance requirements for reinstatements.

2. If the Mortgage has not been reported as inactive as of the previous Accounting Cycle Cutoff, then:

   - Report the Mortgage as a principal and interest transaction using the terms of the existing Mortgage in the Servicer's monthly Loan-Level Transaction

   - Continue to remit the monthly interest through the automated cash remittance system on the applicable remittance due date for the Mortgage

(b) After the modification has been executed

Once the modification has been executed, the Servicer must update their Mortgage records to reflect the modified terms.

In the next monthly accounting cycle after the effective date of the modification, the Servicer must report and remit to Freddie Mac as follows:

1. Report the Mortgage in its Loan-Level Transaction using the modified terms and report any payments received after the modification agreement has been executed. If the modified Mortgage includes capitalized amounts, then the UPB field must reflect the modified UPB amount. Freddie Mac will enter a credit for its proportionate share of the capitalized amount, if applicable, on the Adjustment Line of the Servicer's Monthly Account Statement (MAS).

2. On the applicable remittance due date for the Mortgage, remit all modified principal and interest payments to Freddie Mac. The Servicer must update its Mortgage records to reflect the modified terms of the Mortgage as soon as the modification agreement has been executed.

(c) Post-settlement discrepancies

The Servicer must report any post-settlement discrepancies to Freddie Mac by submitting Form 1205, Post-Settlement Correction Request, within 30 calendar days following the close of Freddie Mac's loan modification update cycle.

Freddie Mac will respond to the Servicer within 30 calendar days of receipt of the Servicer's submission.

Refer to Section 8303.4 for specific requirements for reporting and remitting for Mortgages with partial principal forbearance.

Chapter 9207: Workout mortgage assumption

9207.1: What is a workout Mortgage assumption? (03/02/16)

A workout Mortgage assumption permits a qualified applicant to assume title to the property and the Mortgage obligation from a Borrower who is currently delinquent or in imminent danger of default on his or her Mortgage because of an eligible hardship.

This workout option has different requirements than the requirements for Transfers of Ownership allowed under certain Mortgage documents or federal law. (For example, the workout Mortgage assumption recommendation must be submitted to Freddie Mac for its approval.) Refer to Chapter 8406 for those requirements.

9207.2: When to consider a workout Mortgage assumption (03/02/16)

If the Borrower's eligible hardship, as described in Section 9202.2, is permanent or long term and he or she cannot or does not want to retain ownership of the property, but is cooperative and has a potential buyer for the property, then the Servicer should explore the possibility of a workout Mortgage assumption in accordance with the requirements in Sections 9207.3 through 9207.8 as a solution to the Delinquency.

Simultaneous assumptions and modifications

The Servicer must also consider an assumption of the Mortgage in situations where all Borrowers are deceased or one or more Borrower on the Note has an eligible hardship as described in Section 9202.2 and the hardship is expected to cause a long-term or permanent decrease in the Borrower's income or increase in the Borrower's expenses such that all Borrowers on the Note are unable or unlikely to continue making the monthly mortgage payment obligation. In this circumstance, if a natural person with a legal or beneficial interest in the Mortgaged Premises wishes to assume the Mortgage obligation ("non-Borrower applicant") then the Servicer must first determine if the non-Borrower applicant meets the transfer of ownership requirements under Chapter 8406. If the non-Borrower applicant does not meet the transfer of ownership requirements under Chapter 8406 and the due-on-transfer clause has been triggered or the Mortgage is delinquent, the Servicer must explore all available relief options as described in Chapter 9203, including forbearance. For purposes of this section, a natural person with a beneficial interest in the Mortgaged Premises includes:

- An heir or legatee who will inherit the Mortgaged Premises following completion of probate or distribution of the assets of the estate of the deceased Borrower; or

- A person awarded title to the Mortgaged Premises pursuant to a court decree or court approved separation agreement where a quit claim deed has not been executed or recorded. If a Servicer is uncertain whether a person has a beneficial interest in the Mortgaged Premises, it should consult its legal counsel or submit the case to Freddie Mac via Workout Prospector®.

If the non-Borrower applicant meets the transfer of ownership requirements under Chapter 8406 and the due-on-transfer clause has not been triggered or the Mortgage is delinquent, and the Servicer determines that a relief option is unlikely to lead to a resolution of the default or Delinquency, the non-Borrower applicant may be considered for a simultaneous assumption and modification under the Home Affordable Modification Program (HAMP®) or the Freddie Mac Standard Modification requirements. The non-Borrower applicant must provide the Servicer with a complete Borrower Response Package and the Servicer must evaluate the non-Borrower applicant as if he or she were a Borrower.

Servicers may first consider whether the non-Borrower with a legal or beneficial interest in the property can qualify using the non-Borrower income requirements specified in Section 9202.3(b). If the applicant does not meet the non-Borrower income criteria in Section 9202.3(b) and/or wishes to assume the Mortgage obligation, then Servicers must follow the requirements below to submit a recommendation to Freddie Mac for a simultaneous assumption and modification.

Servicers must obtain Freddie Mac's approval prior to offering an otherwise eligible non-Borrower applicant a simultaneous assumption and modification.

- To submit a recommendation for a simultaneous assumption and HAMP modification, the Servicer must calculate the terms for the modification and submit its recommendation to Freddie Mac **(see Directory 5)** along with the modification terms

- To submit a recommendation for a simultaneous assumption and Standard Modification, the Servicer must submit its recommendation to Freddie Mac via Workout Prospector and indicate in the comments that the Borrower should be considered for a simultaneous modification and assumption with a Standard Modification

- Supporting documentation must be submitted to Freddie Mac **(see Directory 5)** upon request

If Freddie Mac does not approve the request for a simultaneous assumption and modification, the Servicer must refer to Section 1301.2(h) for information on adverse action notices that must be provided to the non-Borrower applicant on behalf of Freddie Mac.

The requirements in this Section 9207.2 also apply in cases where the only remaining Borrower is a trust and to other transfers that require acceleration of the Note.

Refer to Chapter 8406 for additional information regarding Transfers of Ownership.

9207.3: Eligibility requirements for a workout Mortgage assumption (03/02/16)

To recommend a Borrower for a workout Mortgage assumption, the Servicer must complete Form 1077, Uniform Underwriting and Transmittal Summary, and ensure that all of the following eligibility requirements are met:

1. The Borrower must have an eligible hardship

2. The Borrower must be delinquent in his or her payments, or in imminent danger of default

3. The Borrower must submit a complete Borrower Response Package (see Section 9102.5 for information on the Borrower Response Package)

4. If the Mortgage is secured by a 2- to 4-unit property or a Manufactured Home, the Borrower must be cooperative and allow access to the interior of the property for a BPO

5. The indebtedness-to-value (ITV) ratio must be equal to or greater than 85%. The total ITV ratio is the total indebtedness under the terms of the Mortgage, which includes the UPB, accrued interest, Escrow advances and expenses (see Exhibit 57A, Approved Attorney Fees and Title Expenses, for the applicable expense limits) divided by the probable sales price determined by Freddie Mac.

6. The applicant assuming the Mortgage must meet Freddie Mac's underwriting guidelines in Topics 5100 through 5500 and Section 8406.5 as documented on Form 1077

7. The applicant must pay a down payment of at least 5% of the total indebtedness

9207.4: Submitting a workout Mortgage assumption recommendation to Freddie Mac (03/02/16)

To recommend a workout Mortgage assumption, the Servicer must:

- Obtain a property valuation through BPOdirect®. If an automated value is not available in BPOdirect or the Mortgage is secured by a 2- to 4-unit property or a Manufactured Home, then the Servicer must order a BPO. The Servicer does not need to submit the valuation to Freddie Mac because Freddie Mac will have access to the value via BPOdirect.

- Submit all of the following to Freddie Mac **(see Directory 5)**

  - The Borrower's complete Borrower Response Package. (See Section 9102.5 for a description of the Borrower Response Package.)

  - Completed Form 1077, Uniform Underwriting and Transmittal Summary, detailing the Servicer's underwriting of the applicant

  - A copy of the fully executed sales contract and addenda

  - Estimated seller Closing Costs, if applicable

  - If the Mortgage is covered by mortgage insurance, fax a copy of the approval from the MI to Freddie Mac **(see Directory 5)** within two Business Days of the Servicer's receipt of the MI's approval.

9207.5: Freddie Mac's decision about a Servicer's recommendation for workout Mortgage assumption (03/02/16)

Freddie Mac will review the documentation the Servicer submits and make a decision to approve or deny the workout Mortgage assumption request.

(a) Approval of request

If Freddie Mac approves the assumption request, it will send the Servicer an approval letter detailing any conditions of Freddie Mac's approval.

(b) Denial of request

If Freddie Mac denies the assumption request, it will send the Servicer an explanation of why Freddie Mac denied the request and provide the Servicer with the course of action it must take to resolve the Delinquency. The Servicer must provide an adverse action notice to all

applicable parties, in addition to any other notice or disclosure required under the Equal Credit Opportunity Act, Fair Credit Reporting Act, Truth in Lending Act and any other applicable law or regulation.

Refer to Section 1301.2(h) for more information about adverse action notice requirements.

9207.6: Approval conditions for workout Mortgage assumption (03/02/16)

If Freddie Mac approves the Servicer's recommendation to allow an assumption of the Mortgage, the Servicer must ensure that all conditions listed on Freddie Mac's approval letter are met, and must:

1. Obtain approval from the FHA, RHS, VA or MI, if applicable; for leasehold Mortgages, obtain the consent of the fee simple landowner/lessor to the assignment of lease, if required under the lease

2. Complete an Escrow analysis or establish an Escrow account to ensure that there are sufficient funds to pay the real estate taxes, or for Manufactured Homes taxed as personal property, personal property taxes, property and mortgage insurance premiums, and ground rent when they become due, if State law allows

3. Process the assumption so that the settlement occurs within 30 days of Freddie Mac's approval, and submit the assumption agreement for recordation within one Business Day of the settlement

4. Comply with the documentation requirements in Section 8406.9

5. Ensure that the Borrower does not receive any cash-out from the transaction unless Freddie Mac receives all sums due to it

6. Ensure that all delinquent amounts, including taxes, insurance and fees are brought current at the time of settlement

7. Retain any credit enhancement, if the existing Mortgage has a credit enhancement. (If the Servicer is not the provider of the credit enhancement, it must obtain written approval from the institution providing the enhancement.)

8. For leasehold Mortgages, ensure the transferee has acquired the transferor's leasehold interest either by obtaining a new lease or assuming the existing lease and that the transfer of the leasehold interest is recorded

9207.7: Closing requirements for workout Mortgage assumption (03/02/16)

After the workout Mortgage assumption has been closed, submit the following to Freddie Mac **(see Directory 5)** to settle the workout:

1. A copy of the settlement statement
2. A copy of the executed assumption agreement
3. A copy of the deed
4. Borrower's contribution or promissory note, if applicable
5. A copy of the written approval from the provider of the credit enhancement, if applicable

9207.8: Servicer fee for workout Mortgage assumption (03/02/16)

The Servicer may charge the applicant a fee not to exceed the greater of $400 or 1% of the UPB of the Mortgage, to a maximum fee of $900.

Chapter 9208: Freddie Mac Standard Short Sale

9208.1: What is a short sale? (03/02/16)

A Freddie Mac Standard Short Sale ("short sale") is the sale of the Mortgaged Premises for less than the total amount necessary to satisfy the Mortgage.

When the sale proceeds are less than the total amount due, but there is a mortgage insurance claim payment or a Borrower cash contribution that results in Freddie Mac's receiving all sums owed on the Mortgage, then Freddie Mac considers the transaction a "make-whole" preforeclosure sale rather than a short sale. The Servicer does not need to obtain Freddie Mac's prior approval for a make-whole preforeclosure sale. Refer to Section 9208.8 for Freddie Mac's reporting and closing requirements for a make-whole preforeclosure sale.

9208.2: Short sale eligibility requirements and Servicer approval authority (03/02/16)

If the Borrower's eligible hardship is permanent or long-term and the Borrower is unable or unwilling to sustain homeownership, then the Servicer should determine if the Borrower meets the eligibility requirements for a Freddie Mac Standard Short Sale ("short sale"). The Servicer must evaluate the Borrower for a short sale under this chapter once the Servicer has otherwise complied with the evaluation hierarchy in Section 9201.2.

If the Mortgage is subject to a recourse or indemnification agreement, the Servicer may approve a short sale provided the Servicer reports and remits a full payoff to Freddie Mac and absorbs any losses and expenses related to the Delinquency.

If the Mortgage is an FHA, VA or Guaranteed Rural Housing Mortgage, the Servicer must comply with the requirements of the applicable agency when approving a short sale in a manner that ensures continued coverage of the Mortgage.

The Servicer must use the Borrower's Delinquency status to determine eligibility, documentation requirements and Borrower contributions. The Servicer determines the Delinquency status at the time of evaluation for eligibility and Borrower contribution in accordance with the following:

- When determining eligibility in accordance with this section, the Servicer must use the Delinquency status of the Mortgage on the date the Servicer begins the evaluation using required documentation pursuant to Section 9208.3(a)

- When the Servicer's evaluation for eligibility did not include a review of a purchase offer, the Servicer must evaluate the Borrower for a contribution, if applicable, once the purchase offer is received. The Servicer must determine the Delinquency status of the Mortgage when

beginning the review of the purchase offer. If the credit report is now greater than 90 days old from the date of initial evaluation for eligibility, the Servicer must order a new credit report.

(a) Eligibility requirements for a short sale

Every Borrower, regardless of Delinquency status, is eligible to be considered for a short sale, provided the following requirements are met:

- The Borrower must be experiencing or have experienced one of the eligible hardships listed in Section 9202.2(a)

- The sale must be an arm's length transaction as defined in Section 9208.7

- The Borrower has listed the Mortgaged Premises for sale with a licensed real estate broker who in turn must have listed the Mortgaged Premises on the Multiple Listing Service (MLS) covering the market in which the Mortgaged Premises is located for at least five consecutive days. The listing period must include at least one weekend (i.e., Saturday and Sunday). The listing must be in an "active" status for at least the five days immediately preceding the day on which the purchase offer is accepted by the Borrower and submitted to the Servicer for approval. If the Mortgaged Premises is located in an area that is not covered by an MLS, then it must be advertised for sale by the real estate broker in a manner customary for that real estate market at least five consecutive calendar days, which must include at least one weekend. The Servicer must retain a copy of the MLS listing of the Mortgaged Premises in the Mortgage file (or documentation of the advertisement(s) if the Mortgaged Premises is located in an area not covered by an MLS). The Borrower may not act as the listing agent or attempt to sell the Mortgaged Premises without a licensed real estate professional.

- The Borrower has not acquired a new Mortgage in the six months preceding the Borrower's Delinquency or, if the Borrower is current, in the six months preceding the evaluation of the Borrower for a short sale. The Borrower is only permitted to have obtained a new Mortgage if the Borrower's eligible hardship was distant employment transfer.

- The Borrower must not have entered into a program or arrangement where a third party takes title to the Mortgaged Premises and arranges a short sale in exchange for a fee

A Borrower who is current or less than 31 days delinquent must meet the following additional eligibility requirements:

- Must be experiencing or have experienced one of the following eligible hardships:

  - Death of a Borrower or death of either the primary or secondary wage earner in the household

- ❑ Long-term or permanent disability; serious illness of a Borrower/co-Borrower or dependent family member

- ❑ Divorce or legal separation; separation of a Borrower unrelated by marriage, civil union or similar domestic partnership under applicable law

- ❑ Distant employment transfer, including Permanent Change of Station orders or relocation due to new employment, where the transfer or new employment location is greater than 50 miles one-way from the Borrower's current Primary Residence

- ■ At least one of the Borrowers must occupy the Mortgaged Premises as his or her Primary Residence

- ■ The Borrower's current monthly debt payment-to-income ratio must be greater than 55%, calculated in accordance with Section 9208.3(b).

- ■ The Borrower must contribute 20% of his or her Cash Reserves (as determined in Section 9208.3(c)). However, if the Borrower's financial hardship is due to the death of a Borrower or death of either the primary or secondary wage earner in the household, then the Servicer is delegated to decision the short sale even if the Borrower's contribution is less than 20% of his or her Cash Reserves.

Note: Borrowers who are service members with Permanent Change of Station orders are exempt from the three preceding requirements regarding occupancy, the debt payment-to-income ratio and Borrower contribution, provided the property securing the Mortgage is or was previously the Borrower's Primary Residence and the Borrower purchased the property on or before June 30, 2012.

(b) Servicer approval authority

Unless otherwise notified by Freddie Mac, all Servicers are delegated to approve a short sale that meets the eligibility requirements of Section 9208.2(a).

Servicers must refer to the requirements in Sections 9208.3 through 9208.7 for additional circumstances for which Servicers are not delegated to approve a short sale transaction.

(c) Submitting a short sale recommendation to Freddie Mac

For situations where the Borrower does not meet the eligibility requirements for a short sale and the Servicer feels a short sale may be the best option for addressing the Delinquency or imminent Delinquency, the Servicer may submit a recommendation and rationale for the recommendation to Freddie Mac for review with the following required documentation **(see Directory 5)**:

1. Complete Borrower Response Package or other documentation as permitted in Section 9208.3

2. A copy of the fully executed sales contract on the Mortgaged Premises with addenda, stating that it is being purchased in "as-is" condition. If the buyer obtains FHA, RHS or VA financing, then the contract does not need to include the "as-is" condition if FHA, RHS or VA requires the condition to be removed.

3. Preliminary Settlement/Closing Disclosure Statement

   In addition, the Servicer may submit a recommendation to Freddie Mac for consideration if the Borrower does not have an eligible hardship but one of the following conditions exists and, in the Servicer's judgment, the short sale is an appropriate resolution to the Delinquency:

   - There is a Risk of Property Ownership to Freddie Mac
   - Litigation is pending that affects the Mortgaged Premises or the Mortgage and could jeopardize a successful foreclosure sale
   - Other special circumstances (e.g., the Mortgaged Premises deteriorated resulting in an unexpected decline in the value)

9208.3: Borrower documentation for a short sale (03/02/16)

(a) Borrower documentation

The Borrower must submit a complete Borrower Response Package, as defined in Section 9102.5, to the Servicer in order to be considered for a Freddie Mac Standard Short Sale ("short sale"). The Borrower must also provide the Servicer a copy of the fully executed sales contract with any addenda and the preliminary Settlement/Closing Disclosure Statement once these documents are available.

Streamlined Short Sale

Unless otherwise required by applicable law, a Borrower who is 90 days or more delinquent is eligible for a Streamlined Short Sale. A Streamlined Short Sale is a Standard Short Sale under which the Servicer is not required to obtain the Borrower Response Package or to verify an eligible hardship. To be eligible for a Streamlined Short Sale, the Mortgage must not have been originated as an Investment Property Mortgage and:

- The Borrower's FICO® score must be less than 620, or
- The debt secured by the Mortgaged Premises must have been discharged in a bankruptcy proceeding filed pursuant to Chapter 7 of the U.S. Bankruptcy Code. The Borrower must provide the Servicer a copy of the order and accompanying documents showing that the debt was discharged. The Servicer must retain those documents in the Mortgage file.

The Borrower's FICO score must be no more than 90 days old as of the date the Servicer evaluates the Borrower for a short sale. If there is more than one Borrower on the Mortgage, the Servicer must choose one FICO score that is adequately indicative of the credit reputation of all Borrowers currently on the Mortgage. The Servicer must first select a single FICO score for each Borrower on the Mortgage. If the Servicer obtains multiple FICO scores for a single Borrower, the Servicer must use the middle/lower method to select the single FICO score for that Borrower. If there are multiple Borrowers on the Mortgage, the Servicer must determine the single FICO score for each Borrower using the method described above. The Servicer must then select either the lowest FICO score across all Borrowers on the Mortgage or the average FICO score from all Borrowers' single scores. Whichever method is used, the Servicer must choose the single FICO score using the same method and procedure for all Borrowers and for all Mortgages consistent with fair lending laws.

If the Borrower was previously determined to be eligible for a Streamlined Short Sale and had yet to receive a purchase offer, then when a subsequent purchase offer is received, the Servicer may use the same FICO score obtained for the Servicer's initial evaluation of the Borrower for a short sale even if the FICO score has become more than 90 days old. However, if the Borrower has since brought the Mortgage current, then the Borrower is no longer eligible for a Streamlined Short Sale and is required to submit a complete Borrower Response Package to the Servicer to be evaluated for the short sale.

(b) Evaluating the Borrower

(i) Evaluating the credit report

The Servicer must obtain a credit report for each Borrower on the Mortgage (or a joint report for co-Borrowers). The credit report must be no more than 90 days old as of the date the Servicer evaluates the Borrower for a short sale. The Servicer must review the credit report to verify that the Borrower meets the relevant requirements for a short sale and to evaluate the Borrower's ability to make a contribution.

1. Verifying occupancy

For Borrowers who are current or less than 31 days delinquent, the Servicer must review the credit report to verify that at least one of the Borrowers is occupying the Mortgaged Premises as a Primary Residence. If the credit report does not indicate that the Mortgaged Premises is the Primary Residence for at least one Borrower, then the Servicer must use good business judgment in reconciling the inconsistency.

2. New Mortgages

The Servicer must review the Borrower's credit report to determine whether the Borrower obtained a new Mortgage(s) in the six months preceding the Borrower's Delinquency or, if the Borrower is current, in the six months preceding the evaluation of the Borrower for a short sale.

If the Servicer's review of the credit report reveals a new Mortgage, the Servicer may approve the short sale only if the hardship was due to distant employment transfer, relocation due to new employment or Permanent Change of Station (PCS) orders and the Servicer verifies that:

- The Borrower intends to occupy the property securing the new Mortgage as the Borrower's Primary Residence
- The new employment location is greater than 50 miles one-way from the subject property
- The new property address is reasonably located near the Borrower's new employment location

If the Borrower has any other hardship and the Servicer determines a new Mortgage has been obtained, the Servicer is not delegated to approve the short sale and must submit the request to Freddie Mac for consideration.

If the Servicer's review of the credit report indicates that a mortgage creditor has made an inquiry within the previous four-month period, the Servicer must contact the Borrower to determine the following on the Mortgage sought:

- The address of the property,
- The purpose of the inquiry (e.g., refinance or purchase Mortgage) and
- The result of the inquiry (e.g., refinance or purchase Mortgage is pending, closed or canceled)

If a purchase Mortgage was obtained, then the Servicer is not delegated to approve the short sale and the file must be sent to Freddie Mac. Refer to Section 9208.2 regarding submission of a short sale to Freddie Mac.

3. Evaluating the Borrower's monthly debt obligations

Should the credit report reflect debt obligations opened during the term of the hardship (e.g., new installment debt, revolving account or open-end account), the Servicer must discuss with the Borrower the specific circumstances that necessitated incurring the new debt. If the new debt obligations caused the Borrower's total monthly debt ratio to exceed 55%, the Servicer must use good business judgment to determine if those expenses are reasonable and should be included in or excluded from the Borrower's monthly debt payment-to-income ratio.

(ii) Calculating the current monthly debt payment-to-income ratio for Borrowers who are current or less than 31 days delinquent

Borrowers who are current or less than 31 days delinquent must have a monthly debt payment-to-income ratio greater than 55% to be eligible for a short sale. The Servicer must determine the current monthly debt payment-to-income ratio for such Borrowers by dividing the total of the following debt payments for all Borrowers by the gross monthly income for all Borrowers (determined, verified and documented in accordance with Section 9202.3). The Servicer must calculate the Borrower's total monthly debt using the monthly expenses documented on the Borrower's credit report as well as information provided by the Borrower in writing for the expenses listed below, as applicable.

Borrowers who are service members with Permanent Change of Station orders are exempt from this requirement, provided the property securing the Mortgage is or was previously the Borrower's Primary Residence and the Borrower purchased the property on or before June 30, 2012.

The total monthly debt payment is the sum of the monthly charges for the following:

1. The Borrower's current monthly housing expense on his or her Primary Residence that consists of:

    - The monthly principal and interest payment
    - The monthly pro rata amount for real estate taxes, plus applicable monthly Escrow cushion
    - The monthly pro rata amount for property insurance, flood insurance, and monthly Escrow cushion
    - The monthly pro rata amount of homeowner's association dues, Condominium Unit or cooperative unit maintenance fees, and ground rent
    - The Projected Monthly Escrow Shortage Payment on the existing Mortgage
    - Payments for mortgage insurance premiums

2. Payments for subordinate liens

3. Payments on all installment debts with more than 10 months of payments remaining, including debts that are in a period of either deferment or forbearance. If no monthly payment is reported on the credit report for a loan that is deferred or is in forbearance, the Servicer must obtain documentation verifying the proposed monthly payment amount, or use a minimum of 1.5% of the balance.

4. Monthly payments on revolving or open-end accounts, regardless of the balance. In the absence of a stated payment, the payment must be calculated by multiplying the balance by 3%.

5. The monthly payment on a Home Equity Line of Credit (HELOC) using the minimum monthly payment reported on the credit report. If the HELOC has a balance

but no monthly payment is reported, the Servicer must obtain documentation verifying the payment amount, or use a minimum of 1% of the balance.

6. Alimony, child support and separation maintenance payments with more than 10 months of payments remaining

7. Car lease payments, regardless of the number of payments remaining

8. Aggregate negative net rental income (i.e. net loss) from all Investment Properties owned

9. Monthly mortgage payment for a second home (principal, interest, taxes and insurance and, when applicable, ground rent, homeowner's association dues, Condominium Unit or cooperative unit maintenance fees (excluding unit utility charges)).

(c) Verifying the Borrower's Cash Reserves

The Servicer must complete an evaluation of the Borrower's Cash Reserves in accordance with the requirements of this section to determine the Borrower's ability to make a cash contribution towards the deficiency.

(i) Definition of Cash Reserves

Any non-retirement liquid asset the Borrower has available for withdrawal from any financial institution or brokerage, including funds on deposit in the Borrower's checking, savings, money market or certificate of deposit account or other depository account, stocks, bonds, mutual funds, U.S. Government Securities and other securities that are traded on an exchange or marketplace generally available to the public (e.g., New York Stock Exchange, National Association of Securities Dealers Automated Quotations, Midwest SE, Chicago Board of Trade or Over the Counter) for which the price can be readily verified through financial publications.

Assets are only considered retirement assets if they are held in a qualified retirement account such as a 401k, 403b, 457, Individual Retirement Account (IRA) or pension fund. If the assets are not held in a retirement account, the assets must be considered Cash Reserves.

(ii) Verifying Cash Reserves

The Servicer must determine that, for every Borrower on the Mortgage, all of the Borrower's Cash Reserves have been accounted for on Form 710, Uniform Borrower Assistance Form.

In verifying and making the determination that all Cash Reserves have been accounted for, the Servicer must review the Borrower's federal income tax return, if available, or tax transcript, including information from applicable schedules (i.e., Schedules B - Interest &

Ordinary Dividends, D – Capital Gains & Losses, E – Supplemental Income & Loss) and all other available information provided by the Borrower to determine if the asset information stated on Form 710 is reasonably consistent with information available from the tax return or tax transcript, or other information.

If upon reviewing the Borrower's tax return or tax transcript, the Servicer observes interest, dividend income or gains/losses that, in total, could not be reasonably produced by the Borrower's disclosed Cash Reserves, and such income indicates deposits, securities holdings or other assets that could be in excess of the amounts disclosed by the Borrower on Form 710, the Servicer must reconcile the inconsistency with the Borrower.

(iii) Reconciling inconsistencies

To reconcile inconsistencies, the Servicer must require the Borrower to provide:

- A signed federal tax return and all relevant schedules if the Servicer used a tax transcript in lieu of a tax return to perform the verification; and
- Any other relevant documentation that verifies the disposition and/or current status of those assets, which produced the income or gains/losses. In determining what documentation is needed to reconcile an inconsistency, the Servicer must review the detailed tax return schedules and forms, and request from the Borrower copies of recent and past statements from those asset holdings or transactions indicated on the schedules and forms that produced the income or gain/loss (e.g., checking, savings, brokerage account statements, asset sale statements or records, etc).

The Servicer must ensure that the Borrower's disclosure of assets is reasonably accurate despite the inconsistency between the disclosed assets and the income or gain/loss from assets reported on the tax return.

If there are inconsistencies between the Borrower's disclosure of assets and the tax return information that cannot be reconciled, or the required Cash Reserves documentation cannot be obtained from the Borrower, the Servicer is not delegated to approve the short sale.

9208.4: Short sale Borrower contributions and relocation assistance (03/02/16)

(a) Borrower contributions towards the deficiency

If the Borrower is current or less than 31 days delinquent, the Borrower must make a cash contribution in accordance with the requirements below or the Servicer is not delegated to approve the short sale. If however, the hardship is death of a Borrower or death of either the primary or secondary wage earner in the household, the Servicer is authorized to determine the acceptable level of cash contribution.

If the Borrower is 31 or more days delinquent and the Servicer determines that the Borrower's Cash Reserves exceed the greater of $10,000 or six times the Borrower's total monthly Mortgage payment, the Servicer must request a cash contribution in accordance with the requirements below. The Servicer must also determine whether the Borrower has the capacity to make a promissory note contribution as described below. A Servicer may negotiate contribution amounts less than the initial contribution requests, which must be determined in accordance with the cash and promissory note contribution formulae in this section. When a Servicer negotiates a cash and/or promissory note contribution that is less than the initial request, the Servicer must document the reason for its decision(s) in the Mortgage file and note the specific financial circumstances that limit the Borrower's ability to contribute towards the deficiency.

Unless Freddie Mac has delegated authority with the MI or communicates otherwise, if the Mortgage is covered by mortgage insurance and the MI requires a contribution from the Borrower that is greater than the contribution limits required by this section in order to approve the short sale, the Servicer must require the Borrower to make the contribution required by the MI as a condition of approval.

Borrowers are not required to make a contribution in the following instances:

- Borrowers who are service members with Permanent Change of Station orders, provided the property securing the Mortgage is or was previously the Borrower's Primary Residence and the Borrower purchased the property on or before June 30, 2012
- Borrowers who qualify for a Streamlined Short Sale (refer to Section 9208.3)
- Applicable law prohibits requesting or receiving a contribution

1. Determining a cash contribution

If the Borrower's Cash Reserves exceed the greater of $10,000 or six times the Borrower's total monthly payment on the Mortgage (including principal, interest, and the monthly amounts for taxes and insurance premiums, regardless whether the Servicer is escrowing for these items), the Servicer must request 20% of the Cash Reserves as a cash contribution, not to exceed the total amount of the deficiency.

If a Borrower who is 31 or more days delinquent cannot contribute 20% of his or her Cash Reserves, the Servicer may negotiate a lower level of contribution. If the Servicer negotiates and collects less than 20% of the Cash Reserves, the Servicer must document the specific financial circumstances that limit the Borrower's ability to make the initially requested level of cash contribution (i.e., 20% of the Borrower's Cash Reserves) in the Mortgage file. The fact that a Borrower is unwilling to contribute the amount requested by the Servicer is not an acceptable rationale for accepting an amount that is lower than requested. If a Borrower is unwilling to contribute an amount the Servicer deems acceptable, then the short sale is not

delegated and must be submitted to Freddie Mac in the manner outlined in Section 9208.2. If the Servicer determines the Borrower is unable to contribute at least $500 toward the deficiency, then the Servicer must not collect a cash contribution.

The Servicer must submit the short sale request to Freddie Mac for review in the following instances:

- The Servicer determines that the Borrower's Cash Reserves are in excess of $50,000;
- The Borrower is current or less than 31 days delinquent and cannot or will not contribute 20% of his or her Cash Reserves, not to exceed the total deficiency, unless the financial hardship is due to the death of a Borrower or death of either the primary or secondary wage earner in the household; or
- The Borrower is 31 days or more delinquent and the Borrower's Cash Reserves exceed the greater of $10,000 or six times the Borrower's total monthly Mortgage payment, but he or she is unwilling to make a cash contribution that the Servicer deems acceptable

Refer to Section 9208.2 regarding the details for submitting a short sale recommendation to Freddie Mac.

2. Determining the amount of a promissory note contribution

The Servicer must determine whether a Borrower who is 31 or more days delinquent has the capacity to make a promissory note contribution using the Borrower's Promissory Note Payment Capacity formula.

If the Borrower's monthly debt payment-to-income ratio based on future housing expenses is less than 55%, the Servicer must make an initial request for a five- or ten-year note with a monthly payment that is no more than half of the difference between the Borrower's future monthly debt payment-to-income ratio and 55% of the Borrower's gross monthly income ("Borrower's Promissory Note Payment Capacity").

Borrower's Promissory Note Payment Capacity	=	Step 1: 55% minus Borrower's future monthly debt payment-to-income ratio (see section below "Calculating the Borrower's Future Monthly Payment-to-Income Ratio.") Step 2: Divide result of Step 1 in half (i.e., "divide result of Step 1 by 2") Step 3: Multiply the result of Step 2 by the Borrower's gross monthly income

Example:
Borrower's future monthly debt payment-to-income ratio is 45% and Borrower's gross monthly income is $5,000.

Step 1: 55% - 45% = 10%
Step 2: 10% ÷ 2 = 5%
Step 3: 5% x $5,000 = $250

Initial promissory note contribution request would equate to $250/month

When determining the amount of the initial promissory note contribution request, the Servicer must consider the remaining deficiency from the short sale transaction after factoring in any cash contribution the Borrower will make ("net deficiency"):

- If the net deficiency can be recouped in five years while not exceeding the Borrower's monthly payment capacity, the Servicer should make an initial request for a five-year note with a monthly payment that is equal to 1/60th of the deficiency.

- If the net deficiency cannot be recouped in five years without exceeding the Borrower's monthly payment capacity, the Servicer should make an initial request for a ten-year note with a monthly payment that is the lesser of 1/120th of the net deficiency or the Borrower's monthly payment capacity.

Servicers may accept a lesser promissory note obligation but the Servicer must document and note in the Mortgage file the specific financial circumstances that limit the Borrower's ability to make the initial promissory note contribution. The Servicer must submit the short sale request to Freddie Mac if the Borrower is unwilling to make a promissory note contribution that the Servicer deems acceptable. Refer to Section 9208.2 for details on submitting a short sale recommendation to Freddie Mac.

The promissory note amount is the final negotiated monthly promissory note payment multiplied by the negotiated term (60 months or 120 months), not to exceed the net deficiency. A promissory note is not required if the negotiated promissory note amount would be less than $5,000.

The promissory note must have an interest rate of 0% and the monthly payments must be rounded to the nearest dollar.

Calculating the Borrower's future monthly debt payment-to-income ratio

The Servicer must determine the future monthly debt payment-to-income ratio for Borrower's who are 31 or more days delinquent, by dividing the total of the following debt payments for all Borrowers by the gross monthly income for all Borrowers (determined, verified and documented in accordance with Section 9202.3).

The Servicer must calculate the Borrower's future monthly debt, excluding any debt associated with the Mortgaged Premises securing the property being liquidated via short sale, using monthly expenses documented on the Borrower's credit report as well as information for the following expenses provided by the Borrower in writing:

1. The amount of the Borrower's future housing expense if known. If the amount is not known, the Servicer must use 75% of the Borrower's current housing expense as calculated in Section 9208.3(b).

2. Payments on all installment debts with more than 10 months of payments remaining, including debts that are in a period of either deferment or forbearance. If no monthly payment is reported on the credit report for a loan that is deferred or is in forbearance, the Servicer must obtain documentation verifying the proposed monthly payment amount, or use a minimum of 1.5% of the balance.

3. Monthly payments on revolving or open-end accounts, regardless of the balance. In the absence of a stated payment, the payment must be calculated by multiplying the balance by 3%

4. The monthly payment on a Home Equity Line of Credit (HELOC) using the minimum monthly payment reported on the credit report. If the HELOC has a balance but no monthly payment is reported, the Servicer must obtain documentation verifying the payment amount, or use a minimum of 1% of the balance.

5. Alimony, child support and separation maintenance payments with more than 10 months of payments remaining

6. Car lease payments, regardless of the number of payments remaining

7. Aggregate negative net rental income (i.e. net loss) from all Investment Properties owned

8. Monthly mortgage payment for a second home (principal, interest, taxes and insurance and, when applicable, ground rent, homeowner's association dues, Condominium Unit or cooperative unit maintenance fees (excluding unit utility charges)), plus payments on subordinate lien(s), if applicable

(b) Borrower relocation assistance

If the Servicer determines that the Borrower is not required to make a financial contribution toward the deficiency, the Borrower is eligible to receive up to $3,000 in relocation assistance provided that the Borrower occupies the Mortgaged Premises as his or her primary residence. The Borrower is not eligible to receive relocation assistance in the following circumstances:

- The Borrower will receive relocation assistance from a source other than Freddie Mac or the Servicer, such as an employer, and the amount is equal to or greater than $3,000. If the Borrower will receive relocation assistance from a source other than Freddie Mac or

the Servicer and the amount is less than $3,000, the Servicer must reduce the amount of Freddie Mac's relocation assistance by the amount received from the other source.

- The Servicer determines that the Borrower's Cash Reserves exceed the greater of $10,000 or six times the Borrower's total monthly Mortgage payment, regardless of whether the Borrower makes a contribution. If the Servicer believes such a Borrower is experiencing financial circumstances necessitating relocation assistance, the Servicer may submit the file to Freddie Mac. Refer to Section 9208.2 regarding the details for submission to Freddie Mac.

- Borrowers subject to PCS orders. The government assists in defraying the costs associated with their relocation.

For example, if the Borrower receives $1,000 of relocation assistance from his or her employer, Freddie Mac will provide the Borrower with an additional $2,000 of relocation assistance.

The Servicer must instruct the settlement agent to pay the Freddie Mac relocation assistance from sale proceeds and itemize it and any relocation assistance received from other entities separately on the Settlement/Closing Disclosure Statement to the extent that the Servicer is aware of other relocation or transition assistance payments being paid as part of the short sale transaction.

In addition to the relocation assistance offered by Freddie Mac, the Servicer may in its discretion offer the Borrower an additional financial incentive to complete the short sale. Any relocation assistance provided by the Servicer will be in addition to the relocation assistance amount provided by Freddie Mac and the Servicer's assistance amount does not have to be subtracted from the assistance amount Freddie Mac will pay. If the Servicer does offer its own financial assistance, it must not deduct this payment from the proceeds of the short sale and must provide the incentive from its own funds, either by payment made directly to the Borrower, or through the settlement agent closing the short sale transaction. Payments made to the Borrower by the Servicer must be reflected on the Settlement/Closing Disclosure Statement in accordance with applicable law.

The relocation assistance payment may not be applied to other debts secured by the Mortgaged Premises.

9208.5: Property valuation and minimum net proceeds for short sales (03/02/16)

(a) When to obtain a property valuation

If the Servicer has evaluated the Borrower for all other alternatives to foreclosure in accordance with Freddie Mac's evaluation hierarchy set forth in Section 9201.2 and believes that the Borrower meets the eligibility requirements for a Freddie Mac Standard Short Sale

("short sale"), then the Servicer must obtain an interior property valuation in accordance with the Guide, if the Borrower:

1. Has listed the Mortgaged Premises for sale; or

2. Has expressed interest in a short sale; or

3. Notifies the Servicer of a purchase offer on the Mortgaged Premises

The Servicer must obtain a short sale property value from Freddie Mac when one of the above situations occurs. An evaluation for a Borrower contribution should not delay the Servicer's request for a property valuation.

(b) How to obtain a short sale property value and minimum net proceeds

If the Servicer is considering a Borrower for a short sale, the Servicer must submit a request to Freddie Mac for the property value and the minimum net proceeds via the "Obtain Valuation" tab in Freddie Mac Service Loans application.

The Servicer must advise the Borrower that the person evaluating the Mortgaged Premises must be given interior access and that the Borrower must otherwise cooperate with the inspection.

An "estimated market value" of the Mortgaged Premises and the "minimum net proceeds" as determined by Freddie Mac will be returned by the Service Loans application with a "good through date" indicating the expiration date of the property value and minimum net proceeds amount. If the Servicer is unable to render an evaluation decision on a purchase offer prior to the good through date, a new property value and minimum net proceeds must be obtained via the Service Loans application to evaluate the purchase offer.

Refer to Section 2404.1 for terms and requirements for using the Service Loans application.

(c) Listing price guidance

Servicers should provide listing price guidance to the Borrower or real estate broker based upon the property value obtained from Freddie Mac. However, the Servicer must inform the Borrower or real estate broker of the following when providing such guidance:

- The value provided is only guidance. Such guidance should not be presented as the required listing price to the Borrower or real estate broker. The Borrower and the real estate broker are responsible for determining the list price for the Mortgaged Premises.

- All transactions must meet the minimum net proceeds required by Freddie Mac regardless of the value provided. An offer at or above the value provided by the Servicer may not necessarily result in an acceptable level of net proceeds.

In addition to providing listing price guidance, Servicers must communicate a list of acceptable closing expense categories to the Borrower and the real estate broker that includes, but may not be limited to, the following:

- Real estate sales commission
- Real estate taxes and other assessments prorated to the date of closing
- Title and settlement charges typically paid by the seller
- Seller's attorney fees for settlement services typically provided by a title or escrow company
- Local and state transfer taxes and stamps
- Wood-destroying pest inspections and treatment, when required by local law or custom

9208.6: Communication timelines for short sales (03/02/16)

The following chart sets forth the required response times when a Freddie Mac Standard Short Sale ("short sale") is being considered as a solution to the Delinquency for either: (i) a Mortgage that is not secured by a Primary Residence or (ii) a Mortgage that is secured by a Primary Residence and the Servicer is not evaluating the Borrower for a short sale using the First Complete Borrower Response Package received more than 37 days prior to a scheduled foreclosure sale date.

Short sale: Submission of purchase offer and Servicer decision	
Days	**Action required**
5 Business Days	The Servicer must acknowledge receipt of the purchase offer within five Business Days. If the purchase offer is submitted with insufficient information, the Servicer must notify the Borrower of the information needed to evaluate the offer within five Business Days of receipt of the offer.

Short sale: Submission of purchase offer and Servicer decision	
Days	**Action required**
30 days	The Servicer must respond to the Borrower with a purchase decision within 30 days of receipt of the purchase offer. If the purchase offer does not meet Freddie Mac's minimum net proceeds threshold, and/or is denied by Freddie Mac, the Servicer must notify the Borrower and include an acceptable counteroffer in its response. Note: In the event that a Borrower has submitted a complete Borrower Response Package and a purchase offer simultaneously, the response period for evaluating both the complete Borrower Response Package and the purchase offer is the same as outlined in this section (i.e., provide a decision within 30 days following receipt of purchase offer and Borrower Response Package).
Standard short sale: Counteroffers (if purchase offer is less than the minimum net proceeds)	
Days	**Action required**
5 Business Days	Borrower must respond to the Servicer's counteroffer within five Business Days of the date the counteroffer is received
10 Business Days	Servicer must respond to the Borrower within 10 Business Days of receipt of the Borrower's response to the counteroffer

The Servicer must maintain documentation of all communications to and from the Borrower, whether verbal or written, and including status updates, either in the Mortgage file or in the Servicer's servicing system. In addition, the Servicer must provide the information to Freddie Mac for review upon request.

Refer to Section 9101.4 for foreclosure suspension requirements when the First Complete Borrower Response Package is received more than 37 days prior to a scheduled foreclosure sale. Refer to Sections 9102.5(c) and 9301.28 for foreclosure suspension requirements for a Mortgage that has been referred to foreclosure and is either: (i) not secured by a Primary Residence or (ii) secured by a Primary Residence and the Servicer is not evaluating the Borrower for a short sale using the First Complete Borrower Response Package received more than 37 days prior to a scheduled foreclosure sale date.

9208.7: Short sale transaction and processing requirements (03/02/16)

In order for the Freddie Mac Standard Short Sale ("short sale") to be approved by either the Servicer or Freddie Mac, the short sale transaction must meet the following requirements:

(a) Sales proceeds

The Servicer must review the executed sales contract and preliminary Settlement/Closing Disclosure Statement to ensure the minimum net proceeds amount provided by Freddie Mac via the Freddie Mac Service Loans application will result from the sale unless otherwise permitted by Freddie Mac in writing.

The Borrower must not receive any proceeds from the sale of the Mortgaged Premises other than relocation assistance paid to the Borrower in accordance with the requirements of Section 9208.4 and reflected on the Settlement/Closing Disclosure Statement.

(b) Determining if the transaction meets the minimum net proceeds

When determining whether the transaction meets or exceeds the minimum net proceeds as provided by the Service Loans application, the Servicer must deduct from the gross sales price the following allowable transaction costs up to the maximum amount provided in Sections 9208.4 and this section:

- Allowable closing costs reasonable and customary for the jurisdiction where the Mortgage Premises is located
- Real estate broker commission
- Borrower incentives (if applicable)
- Payment to subordinate mortgage holders (if applicable)

For example, if the purchase offer submitted by the Borrower/real estate broker is $100,000 then the Servicer will determine whether the minimum net proceeds are met as follows:

$100,000 (Gross sales price)
-$9,000 (Allowable closing costs including real estate commission)
-$6,000 (Payment to subordinate mortgage holders)
-$3,000 (Borrower relocation assistance)

$82,000 (Determine whether this amount meets or exceeds the minimum net proceeds provided in the Service Loans application)

The Servicer must not disclose the minimum net proceeds to any party, including but not limited to, the Borrower, the real estate broker and any prospective buyer, except as authorized by Freddie Mac.

The Servicer must ensure that the transaction meets or exceeds the minimum net proceeds amount prior to approving a short sale transaction. If the minimum net proceeds are not met, the Servicer must provide a counteroffer for an amount that would meet the minimum net proceeds in accordance with the response time frames set forth in Section 9208.6. Under no circumstances is the Servicer delegated to approve a transaction if the amount to be remitted to Freddie Mac at closing is less than the minimum net proceeds amount. If the transaction does not meet the minimum net proceeds established by Freddie Mac, the Servicer may submit the Mortgage to Freddie Mac for further review. (Refer to Section 9208.2 for more information regarding the requirements for submitting a recommendation to Freddie Mac).

(c) Payments to subordinate mortgage holders

For each short sale completed in accordance with Sections 9208.1 through 9208.8, the Servicer may authorize the settlement agent closing the short sale transaction to pay subordinate mortgage holders an aggregate amount of six thousand dollars ($6,000.00) from sale proceeds at the same time that all other payments, including the payoff to Freddie Mac, are disbursed by the settlement agent. The subordinate mortgage holders may not receive any other payments, in cash, promissory note or otherwise, from the Borrower in connection with approval of the short sale.

If there are multiple subordinate mortgage holders, the Servicer has the discretion to divide the subordinate mortgage payment among them so as to maximize the chances that all subordinate mortgage holders will approve the short sale.

Payment of any amount to subordinate mortgage holders is contingent upon agreement by all mortgage holders to release their Mortgages and, if they are accepting a payment from Freddie Mac, extinguish the indebtedness secured by the Mortgaged Premises. In addition, subordinate mortgage holders accepting payment from Freddie Mac must agree in writing to waive all rights to seek a deficiency judgment against the Borrower. If a subordinate mortgage holder releases its Mortgage to allow the short sale to close, but does not extinguish the indebtedness, the mortgage holder will not receive a payment from Freddie Mac. Regardless of whether payment is made to a subordinate mortgage holder, the Servicer must obtain written commitment from the subordinate mortgage holder(s) to release the Mortgage(s).

All payments made to subordinate mortgage holders must be documented on the Settlement/Closing Disclosure Statement in accordance with applicable law. The Servicer must have established written policies governing how subordinate mortgage payments are paid and the Servicer must provide evidence to Borrowers that the subordinate mortgage holder has agreed to accept the payment, extinguish the secured indebtedness and waive all rights to seek a deficiency judgment against the Borrower.

Note: Only Mortgages, deeds of trust or security deeds recorded in the land records and constituting a valid lien against the property are eligible for a payment from Freddie Mac. Any and all other types of liens including, but not limited to, judgments, mechanic's and materialman's liens and common interest association liens, are not eligible for the subordinate mortgage payment.

(d) Closing costs

The Servicer is permitted to deduct reasonable closing costs customarily paid by a seller in the jurisdiction where the Mortgaged Premises are located.

(e) Real estate broker commissions

Unless a real estate broker's sales commission exceeds 6% of the Mortgaged Premises sales price, the Servicer must not, as a condition of the Servicer's acceptance of an offer, renegotiate the real estate broker's sales commission to an amount that is lower than the amount that was originally agreed upon between the broker and the Borrower. In the event the sales commission exceeds 6%, the Servicer must renegotiate the commission to limit it to 6% of the Mortgaged Premises' sales price.

Neither the Borrower nor the purchaser may receive a commission from the sale of the Mortgaged Premises.

(f) Short sale negotiation fees prohibited

Fees paid to any party to evaluate, negotiate or process a short sale with the Servicer, which are commonly referred to as "short sale negotiation fees," "short sale processing fees," "marketing fees," or "administrative fees," must not be deducted from the proceeds of sale or charged to the Borrower. Additionally, neither the Servicer nor its agents may charge Freddie Mac or the Borrower, either directly or indirectly, any fee whatsoever in connection with processing a short sale on any Mortgage. Standard and customary real estate commissions and settlement service fees agreed to by the Borrower and paid to the real estate brokerage and settlement agent are not prohibited.

(g) Waiver of Escrow funds or prepaid items

The Borrower must waive reimbursement of any Escrow, buydown funds or prepaid items and assign any insurance proceeds to Freddie Mac, if applicable.

(h) Short sale affidavit

The Servicer must obtain a short sale affidavit in which the parties to the transaction attest that the sale is an "arm's length" transaction. An "arm's length transaction" is a transaction between parties who are unrelated and unaffiliated by family, marriage or commercial enterprise, other than the purchase and sale of the Mortgaged Premises between the Borrower(s) and the purchaser(s) that is the specific subject of the proposed short sale as disclosed to the Servicer. This affidavit must be executed before or at the time of closing of

the sale of the Mortgaged Premises by all Borrower(s), purchaser(s), real estate brokers representing any of the parties, the escrow/closing agent and the transaction facilitator (if any). Each signatory must certify under penalty of perjury that to the best of his or her knowledge and belief:

- The sale of the Mortgaged Premises is an arm's length transaction, between parties who are unrelated and unaffiliated by family, marriage, or commercial enterprise;
- There are no agreements, understandings or contracts between the parties that the Borrower will remain in the Mortgaged Premises as a tenant or later obtain title or ownership of the Mortgaged Premises, except if the Borrower is permitted to remain as a tenant on the Mortgaged Premises for a short term, but no longer than ninety (90) days, in order to facilitate relocation;
- Neither the Borrower(s) nor the purchaser(s) will receive any funds or commissions from the sale of the Mortgaged Premises. The Borrower may receive a relocation assistance payment if it is offered by the Servicer and reflected on the Settlement/Closing Disclosure Statement;
- The seller(s)/listing agent has presented all offers for the purchase of the Mortgaged Premises to the Borrower and no offers have been held, concealed or delayed due to action or inaction by a real estate agent;
- There are no agreements, understandings or contracts relating to the current sale or subsequent sale of the Mortgaged Premises that have not been disclosed to the Servicer;
- All amounts to be paid to any party, including holders of other liens on the Mortgaged Premises, in connection with the short sale transaction have been disclosed to and approved by the Servicer and will be reflected on the Settlement/Closing Disclosure Statement;
- Each signatory understands, agrees and intends that the Servicer and Freddie Mac are relying upon the statements made in the affidavit as consideration for the reduction of the payoff amount of the Mortgage and agreement to the sale of the Mortgaged Premises;
- A signatory who makes a negligent or intentional misrepresentation agrees to indemnify the Servicer and Freddie Mac for any and all loss resulting from the misrepresentation including, but not limited to, repayment of the amount of the reduced payoff of the Mortgage;
- The certification will survive the closing of the transaction; and
- Each signatory understands that a misrepresentation may subject the party making the misrepresentation to civil and/or criminal liability

The affidavit must contain the name of the Servicer, the Servicer loan number for the subject Mortgage, the property address of the Mortgaged Premises and the date the sales contract that is the subject of the short sale was ratified by the parties.

The affidavit must contain the printed name and signature of each signatory and all signatures to the affidavit must be dated. The signature of a real estate agent or settlement agent signing as a representative for the brokerage or settlement service provider is

acceptable so long as the representative capacity is clearly identified. The Servicer may modify and integrate its own requirements into the affidavit so long as it contains the minimum requirements contained in this section. The short sale affidavit must be a separately identifiable document, distinct from other closing or pre-closing documents, such as the sales contract. (See Exhibit 97, Short Sale Affidavit, for an example of a short sale affidavit.)

If the closing agent is prohibited from signing the affidavit by applicable local, State, or federal law, the Servicer may waive the closing agent's signature requirement upon request. The Servicer must condition the waiver upon the closing agent's agreement that it will not also act as the closing agent on a subsequent transaction involving the Mortgaged Premises within one year of closing the short sale transaction. In all other circumstances, signatures from all parties identified above are required as a condition to Freddie Mac's agreement to accept a short sale of the Mortgage.

If a party reveals an agreement, understanding or contract relating to the current sale or subsequent sale of the Mortgaged Premises that indicates the transaction is not an arm's length transaction, or otherwise indicates bad faith, collusion or fraud on the part of the parties, the Servicer must withdraw agreement to the short sale and immediately notify Freddie Mac at **mortgage_fraud_reporting@freddiemac.com**.

(i) Re-sale deed restriction

The Servicer must instruct the settlement agent to ensure that the deed conveying the Mortgaged Premises from the Borrower to the purchaser contains a provision to restrict any re-sale of the Mortgaged Premises for 30 days following the short sale closing, and to restrict re-sales of greater than 120% of the short sale's sales price for the period beginning 31 days after the short sale closing and ending 90 days from the short sale closing.

The deed must contain the following provision:

Grantee herein is prohibited from conveying captioned property for any sales price for a period of 30 days from [DATE – short sale closing]. After this 30 day period, Grantee is further prohibited from conveying the property for a sales price greater than $ (120% of short sale price) until 90 days from [DATE – short sale closing]. These restrictions shall run with the land and are not personal to the Grantee.

The provided language may be amended as necessary to comply with applicable law.

Note: If the Servicer believes a re-sale restriction is not appropriate for a particular short sale transaction (such as a short sale transaction under the Homeowners Assistance Program provided by the United States Department of Defense), then the Servicer must submit the Mortgage to Freddie Mac for review prior to instructing the settlement agent to insert the above referenced deed provision. The Servicer's submission must include a thorough explanation of the reason(s) why it is requesting additional review.

(j) Workout Prospector®

Servicers must use Workout Prospector to submit short sale transactions on Freddie Mac-owned Mortgages. Servicers represent and warrant that they will only use Workout Prospector on Freddie Mac Mortgages and not Mortgages owned by other investors. Both the input and output of Workout Prospector is confidential information that the Servicer must not disclose to third parties, except as authorized by Freddie Mac. Servicers using Workout Prospector are bound by all of the provisions of the Workout Prospector Users' Agreement, included in this Guide as Exhibit 86, to the same degree as if they had signed such Agreement as a "User." The Servicer represents and warrants that its use of Workout Prospector to process short sales is in compliance with this Chapter 9208, other applicable Purchase Documents, and the Workout Prospector Users' Guide. In addition, Servicers must ensure that all data input into Workout Prospector is true, complete and accurate and that all data is entered correctly. (Refer to Section 9204.4 for additional requirements when submitting any workout solution via Workout Prospector for approval and closing in Freddie Mac's systems.)

If a Servicer is unable to complete a submission via Workout Prospector, the Servicer should contact Customer Support at (800) FREDDIE and select option four for Servicing.

(k) Mortgage insurance

The Servicer must approve and process a short sale in compliance with all requirements of applicable mortgage insurance policies so as to preserve and not to impair existing mortgage insurance coverage, if any. When approving and processing a short sale, unless Freddie Mac has delegations of authority with the MI, the Servicer must either obtain the applicable MI's approval of the terms of each short sale on a case-by-case basis, or ensure that the applicable MI has provided a delegation of authority to the Servicer that applies to the requested short sale.

If the Servicer is notified that the MI will curtail or deny a claim for any reason, including but not limited to, failure of the Servicer to comply with mortgage insurance conditions such as payment of a Borrower contribution, the Servicer may not approve the short sale; however, the Servicer must submit the proposed short sale to Freddie Mac.

If the Servicer approves a short sale for which the mortgage insurance claim is reduced or eliminated because the Servicer failed to comply with the Guide or applicable mortgage insurance requirements, the Servicer must indemnify and reimburse Freddie Mac in the amount of the reduction.

9208.8: Closing, reporting and remittance requirements for short sales and make-whole preforeclosure sales (03/02/16)

(a) Servicer review of the Freddie Mac Standard Short Sale ("short sale") closing documentation

The Servicer must:

1. Pay any delinquent real estate taxes, or, for Manufactured Homes taxed as personal property, delinquent personal property taxes and assessments and ground rent prior to and outside of the transaction. Freddie Mac will reimburse the Servicer for these expenses in accordance with Chapter 9700.

2. Ensure that the Borrower pays all cash contributions in the form of cash or certified funds at settlement

3. Ensure that the title is conveyed directly from the Borrower to the buyer

4. Complete the short sale closing within 60 days of approving the purchase offer

5. Waive its rights to any accrued late fees or property inspection costs

6. Maintain the original short sale affidavit in the Mortgage file in accordance with the requirements of Section 3302.3 and provide Freddie Mac with a copy of the short sale affidavit upon request

7. Review the Settlement/Closing Disclosure Statement prior to closing to ensure proper transfer of title directly from the Borrower to the buyer

8. Review the Settlement/Closing Disclosure Statement and deed within five Business Days after closing to validate compliance with this chapter and the Servicer's approval instructions, including:

   - The name of the buyer on the Settlement/Closing Disclosure Statement is the same as shown on the sales contract

   - The Settlement/Closing Disclosure Statement is consistent with the closing instructions, especially regarding ineligible transfer of title to related parties; and

   - The deed will be recorded in the name of the buyer and contains resale restriction language as required in Section 9208.7(i)

(b) Reporting the transaction, remitting the proceeds and submitting the settlement data

To close a short sale, or a make-whole preforeclosure sale in Freddie Mac's systems, complete the following accounting, reporting and remittance steps:

1. Report the Mortgage as paid in full-prepaid via the Freddie Mac Service Loans application by the 2nd Business Day after the Servicer receives the settlement proceeds. When reporting, ensure that the:

   - Ending UPB is zero
   - Principal collected is the ending balance of the Mortgage (Not the proceeds collected from the sale of the property)
   - Payoff date is the date the Servicer received the Settlement Proceeds
   - DDLPI reflects the due date of the last fully paid installment

2. Remit the net proceeds as listed on the Settlement/Closing Disclosure Statement to Freddie Mac. Net proceeds may include cash contributions and the mortgage insurance claim payment, if funded at settlement. For any Mortgage in which Freddie Mac has a Percentage of Participation, the remittance must equal Freddie Mac's Percentage of Participation applied to the net proceeds as listed on the Settlement/Closing Disclosure Statement. See Sections 8302.9 and 8302.15 for information on initiating a remittance through the cash remittance system and Sections 8303.11 and 8303.12 for additional requirements. See Section 8301.6 for information on Percentage of Participation.

3. Complete the "Short Sales Settlement" screen in Workout Prospector® and transmit the data to Freddie Mac. In circumstances where a short sale settlement requires a manual settlement review by Freddie Mac, Freddie Mac may request copies of documentation including, but not limited to, the following:

   - A copy of the Settlement/Closing Disclosure Statement
   - Copies of the sales contract and any addenda to the sales contract

4. Send the original negotiated promissory note(s), if applicable, to the following address (include the Freddie Mac loan number):

   Attention: Special Assets – Recovery
   Freddie Mac
   8100 Jones Branch Dr.
   McLean, VA 22102

(c) Make-whole preforeclosure sale

To notify Freddie Mac that the Servicer has approved a make-whole preforeclosure sale, the Servicer must submit the following to Freddie Mac **(see Directory 5)**:

- Completed and signed Form 710, Uniform Borrower Assistance Form (or other documentation as permitted in Section 9208.3)
- Copy of the executed sales contract
- Copy of the MI's approval letter (if applicable and if not previously delegated by the MI)
- A breakdown of the transaction to show how the sale of the Mortgaged Premises plus any other proceeds will result in a total satisfaction of the debt

Upon receipt of the required documentation as described above, Freddie Mac will review the file and provide the appropriate decision in Workout Prospector. In all cases, the Servicer will need to monitor Workout Prospector for the decision and process the file accordingly. Report and close the transaction in accordance with the requirements in this Section 9208.8.

(d) Charging off the deficiency

The amount that Freddie Mac has determined to be charged off will be reflected on the Detail Adjustment Report (DAR). The Servicer must review the DAR and report any discrepancies between its records and the amount on the DAR to Freddie Mac **(see Directory 5)** by submitting Form 1205, Post-Settlement Correction Request, within 30 calendar days following Freddie Mac's posting of the amount to the DAR. The DAR may be accessed through the Service Loans application at **http://www.freddiemac.com/singlefamily/service**.

Freddie Mac will respond to the Servicer within 30 calendar days of receipt of the Servicer's submission to Freddie Mac.

(e) Remitting additional proceeds

If there are any proceeds that were not included in the proceeds check (for example, property insurance premium rebate, refunded Escrow advance prepayments), remit the full amount of such proceeds to Freddie Mac or, if applicable, the amount based on Freddie Mac's Percentage of Participation in the Mortgage, by check and send it to Freddie Mac **(see Directory 5)** within five Business Days of receipt of the proceeds.

(f) Release of deficiency if participants have acted in good faith and in compliance with all applicable law

If the Borrower has acted in good faith and in compliance with the Guide and all applicable local, State and federal law, then Freddie Mac will not pursue the Borrower for the entire amount owed under the current Mortgage. Freddie Mac will accept the proceeds of sale and the cash or promissory note contribution by the Borrower and the Servicer must instruct the closing agent to release the lien on the Mortgaged Premises and mark the previous Note as canceled.

However, if the Borrower had knowledge of and/or consented to a transaction that was not in compliance with the Guide and all applicable local, State and federal law, Freddie Mac reserves its rights to pursue any and all participants including, but not limited to, the Borrower, for the full amount owed under the Mortgage, the amount of any other loss or damage Freddie Mac may have suffered and other costs and expenses, including, but not limited to, attorneys fees. Failure to fully execute and provide the short sale affidavit required by Section 9208.7 is considered bad faith and noncompliance with the Guide.

(g) Requesting reimbursement

Request reimbursement for any applicable expenses, in accordance with the requirements in Chapter 9700. For claim submissions on Mortgages insured by the FHA or guaranteed by the VA or RHS not subject to recourse or indemnification, expense reimbursement will occur after Freddie Mac receives the claim payment from the applicable entity and determines that all other requirements for reimbursement have been satisfied. (Refer to Section 9603.2 on FHA/VA/RHS claim filing and Section 9603.5 on receipt of claim payment.)

9208.9: Fraudulent transactions related to short sales (03/02/16)

Any party to the transaction who engages in fraudulent activity with respect to a short sale transaction may be added to the Freddie Mac Exclusionary List, barring future involvement in Freddie Mac business, and reported to applicable regulatory authorities.

See Chapter 3201 for more information on Freddie Mac requirements for fraud prevention, detection and reporting.

Chapter 9209: Freddie Mac Standard Deed-in-Lieu of Foreclosure

9209.1: What is a deed-in-lieu of foreclosure? (03/02/16)

A Freddie Mac Standard Deed-in-Lieu of Foreclosure ("deed-in-lieu of foreclosure") is a Borrower's voluntary conveyance of clear and marketable title to the property to Freddie Mac in exchange for a discharge of debt.

9209.2: Deed-in-lieu of foreclosure eligibility requirements and Servicer approval authority (03/02/16)

If the Borrower's eligible hardship is permanent or long-term and neither a home retention alternative to foreclosure nor a Freddie Mac Standard Short Sale ("short sale") is a viable solution to the Delinquency or imminent Delinquency, then the Servicer must determine if the Borrower meets the eligibility requirements for a Freddie Mac Standard Deed-in-Lieu of Foreclosure ("deed-in-lieu of foreclosure"). The Servicer must evaluate the Borrower for a deed-in-lieu of foreclosure under this chapter once the Servicer has otherwise complied with the evaluation hierarchy in Section 9201.2.

If the Mortgage is subject to a recourse agreement, the Mortgage is ineligible for a deed-in-lieu of foreclosure.

Additionally, Mortgages for which the Borrower is engaged in litigation related to the Mortgage or Mortgaged Premises, with the exception of a foreclosure action, are ineligible for a deed-in-lieu of foreclosure.

If the Mortgage is an FHA, VA or Guaranteed Rural Housing Mortgage, the Servicer must comply with the requirements of the applicable agency when approving a deed-in-lieu of foreclosure in a manner that ensures continued coverage of the Mortgage.

The Servicer must determine the Borrower's Delinquency status for purposes of establishing eligibility, documentation requirements and Borrower contribution requirements in accordance with Sections 9209.2 through 9209.4. The Servicer must use the Delinquency status of the Mortgage on the date the Servicer begins the evaluation of the Borrower for a deed-in-lieu of foreclosure using the documentation required in Section 9209.3.

(a) Eligibility requirements for a deed-in-lieu of foreclosure

Every Borrower, regardless of Delinquency status, is eligible to be considered for a deed-in-lieu of foreclosure, provided the following requirements are met:

- The Borrower must be experiencing or have experienced one of the eligible hardships listed in Section 9202.2(a)
- The Borrower must be able to convey clear and marketable title to the Mortgaged Premises to Freddie Mac
- The Borrower has not acquired a new Mortgage in the six months preceding the Borrower's Delinquency or, if the Borrower is current, in the six months preceding the evaluation of the Borrower for a deed-in-lieu of foreclosure. The Borrower is only permitted to have obtained a new Mortgage if the Borrower's eligible hardship was distant employment transfer.

- A Borrower who is current or less than 90 days delinquent must also be experiencing or have experienced one of the following eligible hardships:

- Death of a Borrower or death of either the primary or secondary wage earner in the household
- Long-term or permanent disability, serious illness of a Borrower/co-Borrower or dependent family member

However, a Borrower who is current or less than 90 days delinquent is eligible for a deed-in-lieu of foreclosure, without one of the two hardships listed above, if the Borrower was previously discharged from the debt obligations in a Chapter 7 bankruptcy.

A Borrower who is current or less than 31 days delinquent must meet the following additional eligibility requirements*:

- At least one of the Borrowers must occupy the Mortgaged Premises as his or her Primary Residence

- The Borrower's current monthly debt payment-to-income ratio must be greater than 55%, calculated in accordance with the requirements in Section 9209.3.

- The Borrower must contribute 20% of his or her Cash Reserves (as determined in Section 9209.3(c)). However, if the Borrower's financial hardship is due to the death of a Borrower or death of either the primary or secondary wage earner in the household, then the Servicer is delegated to decision the deed-in-lieu of foreclosure even if the Borrower's contribution is less than 20% of his or her Cash Reserves.

* Borrowers who are service members with Permanent Change of Station orders are exempt from these additional eligibility requirements, provided the property securing the Mortgage is or was previously the Borrower's Primary Residence and the Borrower purchased the property on or before June 30, 2012.

(b) Servicer approval authority

Unless otherwise notified by Freddie Mac, all Servicers are delegated to approve a deed-in-lieu of foreclosure that meets the eligibility requirements of Section 9209.2(a).

When evaluating a Borrower who is a service member with Permanent Change of Station orders and is current or less than 90 days delinquent, the Servicer is encouraged to submit a recommendation to Freddie Mac for review if the Servicer believes a deed-in-lieu of foreclosure is the most appropriate option given the Borrower's circumstances.

If a property inspection reveals that the property has been poorly maintained, needs major repairs, or has structural or foundation problems, then the Servicer is not delegated to approve a deed-in-lieu of foreclosure. However, if the Servicer believes a deed-in-lieu of foreclosure is still the most appropriate remedy, then the Servicer must submit a recommendation to Freddie Mac for approval.

Servicers must refer to the requirements in Sections 9209.1 through 9209.8 for additional circumstances where Servicers are not delegated to approve a deed-in-lieu of foreclosure.

(c) Property requirements

If the BPO obtained according to the valuation requirements in Section 9209.5 or any previous or subsequent Servicer inspection indicates that the Mortgaged Premises has been poorly maintained, needs major repairs, or has structural or foundation problems, the Servicer is not delegated to approve a deed-in-lieu of foreclosure. However, if the Servicer believes a deed-in-lieu of foreclosure is still the most appropriate remedy, then the Servicer must submit a recommendation to Freddie Mac for approval in accordance with Section 9209.2(b).

In addition, if the Servicer has any indication that the Mortgaged Premises contains environmental contamination or hazardous substances, the Servicer is not delegated to approve a deed-in-lieu of foreclosure. Examples of environmental contamination and hazardous substances include:

- High sulfur building content, such as drywall
- Interior mold
- Exposed asbestos
- Exposed or chipping lead-based paint
- Evidence of illegal activity having taken place on the premises, such as growing or manufacturing illegal substances
- Mortgaged Premises is or is part of a superfund site

- Mortgaged Premises exhibits other conditions that could negatively impact the health of occupants

(d) Submitting a deed-in-lieu of foreclosure recommendation to Freddie Mac

For situations where a Borrower does not meet the eligibility requirements for a deed-in-lieu of foreclosure and the Servicer feels a deed-in-lieu of foreclosure may be the best option for addressing the Delinquency or imminent Delinquency, the Servicer may submit a recommendation and rationale for the recommendation to Freddie Mac for review with a complete Borrower Response Package or other documentation as permitted in Section 9209.3 **(see Directory 5)**.

9209.3: Borrower documentation for deeds-in-lieu of foreclosure (03/02/16)

(a) Borrower documentation

The Borrower must submit a complete Borrower Response Package, as defined in Section 9102.5, to the Servicer in order to be considered for a Freddie Mac Standard Deed-in-Lieu of Foreclosure ("deed-in-lieu of foreclosure").

Streamlined Deed-in-lieu of Foreclosure ("Streamlined DIL")

Unless otherwise required by applicable law, a Borrower who is 90 days or more delinquent is eligible for a Streamlined DIL. A Streamlined DIL is a Standard Deed-in-Lieu of Foreclosure under which the Servicer is not required to obtain the Borrower Response Package or to verify an eligible hardship. To be eligible for a Streamlined DIL, the Mortgage must not have been originated as an Investment Property Mortgage and:

- The Borrower's FICO® score must be less than 620 or
- The debt secured by the Mortgaged Premises must have been discharged in a bankruptcy proceeding filed pursuant to Chapter 7 of the U.S. Bankruptcy Code. The Borrower must provide the Servicer a copy of the order and accompanying documents showing that the debt was discharged. The Servicer must retain those documents in the Mortgage file.

The Borrower's FICO score must be no more than 90 days old as of the date the Servicer evaluates the Borrower for a deed-in-lieu of foreclosure. If there is more than one Borrower on the Mortgage, the Servicer must choose one FICO score that is adequately indicative of the credit reputation of all Borrowers currently on the Mortgage. The Servicer must first select a single FICO score for each Borrower on the Mortgage. If the Servicer obtains multiple FICO scores for a single Borrower, the Servicer must use the middle/lower method to select the single FICO score for that Borrower. If there are multiple Borrowers on the Mortgage, the Servicer must determine the single FICO score for each Borrower using the method described above. The Servicer must then select either the lowest FICO score across

all Borrowers on the Mortgage or the average FICO score from all Borrowers' single scores. Whichever method is used, the Servicer must choose the single FICO score using the same method and procedure for all Borrowers and for all Mortgages consistent with fair lending laws.

If during the current period of Delinquency the Borrower was determined eligible for a Streamlined Short Sale (refer to Section 9208.3), then the Borrower is also eligible for a Streamlined DIL outlined above, even if the FICO score that was used previously to determine eligibility for the Streamlined Short Sale is now more than 90 days old at the time of the deed-in-lieu of foreclosure evaluation. However, if the Borrower has since brought the Mortgage current, then the Borrower is no longer eligible for a Streamlined Short Sale or Streamlined DIL and is required to submit a complete Borrower Response Package to the Servicer to be evaluated for a deed-in-lieu of foreclosure.

(b) Evaluating the Borrower

- **Evaluating the credit report**

  The Servicer must obtain a credit report for each Borrower on the Mortgage (or a joint report for co-Borrowers). The credit report must be no more than 90 days old as of the date the Servicer evaluates the Borrower for a deed-in-lieu of foreclosure. The Servicer must review the credit report to verify that the Borrower meets the relevant requirements for a deed-in-lieu of foreclosure and to evaluate the Borrower's ability to make a contribution.

  1. **Verifying occupancy**

     For Borrowers who are current or less than 31 days delinquent, the Servicer must review the credit report to verify that at least one of the Borrowers is occupying the Mortgaged Premises as a Primary Residence. If the credit report does not indicate that the Mortgaged Premises is the Primary Residence for at least one Borrower, then the Servicer must use good business judgment to reconcile the inconsistency.

  2. **New Mortgages**

     The Servicer must review the Borrower's credit report to determine whether the Borrower obtained a new Mortgage(s) in the six months preceding the Borrower's Delinquency or, if the Borrower is current, in the six months preceding the evaluation of the Borrower for a deed-in-lieu of foreclosure.

     If the Servicer's review of the credit report reveals a new Mortgage, the Servicer may approve the deed-in-lieu of foreclosure only if the eligible hardship for a Borrower who was 90 or more days delinquent was due to distant employment transfer, relocation due to new employment or Permanent Change of Station (PCS) orders and the Servicer verifies that:

- The Borrower intends to occupy the property securing the new Mortgage as the Borrower's Primary Residence

- The new employment location is greater than 50 miles one-way from the Mortgaged Premises

- The new property address is reasonably located near the Borrower's new employment location

If the Borrower has any other hardship, or if the above referenced hardship was for a Borrower who was less than 90 days delinquent, and the Servicer determines a new Mortgage has been obtained, the Servicer is not delegated to approve the deed-in-lieu of foreclosure and must submit the request to Freddie Mac for consideration.

If the Servicer's review of the credit report indicates that a mortgage creditor has made an inquiry within the previous four-month period, the Servicer must contact the Borrower to determine the following on the Mortgage sought:

- The address of the property

- The purpose of the inquiry (e.g., refinance or purchase Mortgage) and

- The result of the inquiry (e.g., refinance or purchase Mortgage is pending, closed or canceled)

If a purchase Mortgage was obtained, then the Servicer is not delegated to approve the deed-in-lieu of foreclosure and the file must be sent Freddie Mac. Refer to Section 9209.2 regarding the submission of a deed-in-lieu of foreclosure to Freddie Mac.

- **Calculating the current monthly debt payment-to-income ratio for Borrowers who are current or less than 31 days delinquent**

Borrowers who are current or less than 31 days delinquent must have a monthly debt payment-to-income ratio greater than 55% to be eligible for a deed-in-lieu of foreclosure. The Servicer must determine the current monthly debt payment-to-income ratio for such Borrowers by dividing the total of the following debt payments for all Borrowers by the gross monthly income for all Borrowers (determined, verified and documented in accordance with Section 9202.3). The Servicer must calculate the Borrower's total monthly debt using the monthly expenses documented on the Borrower's credit report as well as information provided by the Borrower in writing for the expenses listed below, as applicable.

Borrowers who are service members with the Permanent Change of Station orders are exempt from this requirement, provided the property securing the Mortgage is or was previously the Borrower's Primary Residence and the Borrower purchased the property on or before June 30, 2012.

The total monthly debt payment is the sum of the monthly charges for the following:

1. The Borrower's current monthly housing expense on his or her Primary Residence that consists of:

   - The monthly principal and interest payment
   - The monthly pro rata amount for real estate taxes, plus applicable monthly Escrow cushion
   - The monthly pro rata amount for property insurance, flood insurance, and monthly Escrow cushion
   - The monthly pro rata amount of homeowners association dues, Condominium Unit or cooperative unit maintenance fees, and ground rent
   - The Projected Monthly Escrow Shortage Payment on the existing Mortgage
   - Payments for mortgage insurance premiums

2. Payments for subordinate liens

3. Payments on all installment debts with more than 10 months of payments remaining, including debts that are in a period of either deferment or forbearance. If no monthly payment is reported on the credit report for a loan that is deferred or is in forbearance, the Servicer must obtain documentation verifying the proposed monthly payment amount, or use a minimum of 1.5% of the balance.

4. Monthly payments on revolving or open-end accounts, regardless of the balance. In the absence of a stated payment, the payment must be calculated by multiplying the balance by 3%.

5. The monthly payment on a Home Equity Line of Credit (HELOC) using the minimum monthly payment reported on the credit report. If the HELOC has a balance but no monthly payment is reported, the Servicer must obtain documentation verifying the payment amount, or use a minimum of 1% of the balance.

6. Alimony, child support and separation maintenance payments with more than 10 months of payments remaining

7. Car lease payments, regardless of the number of payments remaining

8. Aggregate negative net rental income (i.e., net loss) from all Investment Properties owned

9. Monthly mortgage payment for a second home (principal, interest, taxes and insurance and, when applicable, ground rent, homeowners association dues,

Condominium Unit or cooperative unit maintenance fees (excluding unit utility charges)).

Additionally, if the credit report reflects debt obligations opened during the term of the hardship (e.g., new installment debt, revolving account or open-end account), the Servicer must discuss with the Borrower the specific circumstances that necessitated incurring the new debt. If the new debt obligations caused the Borrower's total monthly debt ratio to exceed 55% either for the purpose of evaluating the Borrower who is current or less than 31 days delinquent for eligibility for a deed-in-lieu of foreclosure or for evaluating a Borrower who is greater than 31 days delinquent for a promissory note contribution, the Servicer must use good business judgment to determine if those expenses are reasonable and should be included in or excluded from the Borrower's monthly debt payment-to-income ratio.

(c) Verifying the Borrower's Cash Reserves

The Servicer must complete an evaluation of the Borrower's Cash Reserves in accordance with the requirements of this section to determine the Borrower's ability to make a cash contribution towards the deficiency.

- **Definition of Cash Reserves**

Any non-retirement liquid asset the Borrower has available for withdrawal from any financial institution or brokerage, including funds on deposit in the Borrower's checking, savings, money market or certificate of deposit account or other depository account, stocks, bonds, mutual funds, U.S. Government Securities and other securities that are traded on an exchange or marketplace generally available to the public (e.g., New York Stock Exchange, National Association of Securities Dealers Automated Quotations, Midwest SE, Chicago Board of Trade or Over the Counter) for which the price can be readily verified through financial publications.

Assets are only considered retirement assets if they are held in a qualified retirement account such as a 401k, 403b, 457, Individual Retirement Account (IRA) or pension fund. If the assets are not held in a retirement account, the assets must be considered Cash Reserves.

- **Verifying Cash Reserves**

The Servicer must determine that, for every Borrower on the Mortgage, all of the Borrower's Cash Reserves have been accounted for on Form 710, Uniform Borrower Assistance Form.

In verifying and making the determination that all Cash Reserves have been accounted for, the Servicer must review the Borrower's federal income tax return, if available, or tax transcript, including information from applicable schedules (i.e., Schedules B – Interest & Ordinary Dividends, D – Capital Gains & Losses, E – Supplemental Income & Loss) and all other available information provided by the Borrower to determine if the

asset information stated on Form 710 is reasonably consistent with information available from the tax return or tax transcript, or other information.

If upon reviewing the Borrower's tax return or tax transcript, the Servicer observes interest, dividend income or gains/losses that, in total, could not be reasonably produced by the Borrower's disclosed Cash Reserves, and such income indicates deposits, securities holdings or other assets that could be in excess of the amounts disclosed by the Borrower on Form 710, the Servicer must reconcile the inconsistency with the Borrower.

- **Reconciling inconsistencies**

To reconcile inconsistencies, the Servicer must require the Borrower to provide:

- A signed federal tax return and all relevant schedules if the Servicer used a tax transcript in lieu of a tax return to perform the verification; and
- Any other relevant documentation that verifies the disposition and/or current status of those assets, which produced the income or gains/losses. In determining what documentation is needed to reconcile an inconsistency, the Servicer must review the detailed tax return schedules and forms, and request from the Borrower copies of recent and past statements from those asset holdings or transactions indicated on the schedules and forms that produced the income or gain/loss (e.g., checking, savings, brokerage account statements, asset sale statements or records, etc).

The Servicer must ensure that the Borrower's disclosure of assets is reasonably accurate despite the inconsistency between the disclosed assets and the income or gain/loss from assets reported on the tax return.

If there are inconsistencies between the Borrower's disclosure of assets and the tax return information that cannot be reconciled, or the required Cash Reserves documentation cannot be obtained from the Borrower, the Servicer is not delegated to approve the deed-in-lieu of foreclosure.

9209.4: Deeds-in-lieu of foreclosure Borrower contributions and relocation assistance (03/02/16)

(a) Borrower contributions towards the deficiency

If the Borrower is current or less than 31 days delinquent, the Borrower must make a cash contribution in accordance with the requirements below or the Servicer is not delegated to approve the deed-in-lieu of foreclosure. If however, the hardship is death of a Borrower or death of either the primary or secondary wage earner in the household, the Servicer is authorized to determine the acceptable level of cash contribution.

If the Servicer determines that the Borrower's Cash Reserves exceed the greater of $10,000 or six times the Borrower's total monthly Mortgage payment, the Servicer must request a cash contribution in accordance with the requirements below. For Borrowers who are 31 or more days delinquent, the Servicer must also determine whether the Borrower has the capacity to make a promissory note contribution as described below. A Servicer may negotiate contribution amounts less than the initial contribution requests, which must be determined in accordance with the cash and promissory note contribution formulae in this section. When a Servicer negotiates a cash or promissory note contribution that is less than the initial request, the Servicer must document the reason for its decision in the Mortgage file and note the specific financial circumstances that limit the Borrower's ability to contribute towards the deficiency.

Unless Freddie Mac has delegated authority with the MI or communicates otherwise, if the Mortgage is covered by mortgage insurance and the MI requires a contribution from the Borrower that is greater than the contribution limits required by this section in order to approve the Freddie Mac Standard Deed-in-Lieu of Foreclosure ("deed-in-lieu of foreclosure"), the Servicer must require the Borrower to make the contribution required by the MI as a condition of approval.

Borrowers are not required to make a contribution in the following instances:

- Borrowers who are service members with Permanent Change of Station (PCS) orders who are 90 or more days delinquent. The property securing the Mortgage is or was previously the Borrower's Primary Residence and the Borrower must have purchased the property on or before June 30, 2012

- Borrowers who qualify for a Streamlined Deed-in-Lieu of Foreclosure (refer to Section 9209.3)

- Applicable law prohibits requesting or receiving a contribution

1. Determining a cash contribution

If the Borrower's Cash Reserves exceed the greater of $10,000 or six times the Borrower's total monthly payment on the Mortgage (including principal, interest, and the monthly amounts for taxes and insurance premiums, regardless of whether the Servicer is escrowing for these items), the Servicer must request 20% of the Cash Reserves as a cash contribution.

If a Borrower is 31 or more days delinquent and cannot contribute 20% of his or her Cash Reserves, the Servicer may negotiate a lower level of contribution. If the Servicer negotiates and collects less than 20% of the Borrower's Cash Reserves, then the Servicer must document in the Mortgage file the specific financial circumstances that limit the Borrower's ability to make the initially requested level of cash contribution (i.e., 20% of the Borrower's Cash Reserves). The fact that a Borrower is unwilling to contribute the amount requested by the Servicer is not an acceptable

rationale for accepting an amount that is lower than requested. If a Borrower is unwilling to contribute an amount the Servicer deems acceptable, then the deed-in-lieu of foreclosure is not delegated and must be submitted to Freddie Mac in the manner outlined in Section 9209.2. If the Servicer determines the Borrower is unable to contribute at least $500 toward the deficiency, then the Servicer must not collect a cash contribution.

The Servicer must submit the deed-in-lieu of foreclosure request to Freddie Mac for review in the following instances:

- The Servicer determines that the Borrower's Cash Reserves are in excess of $50,000

- The Borrower is current or less than 31 days delinquent and cannot or will not contribute 20% of his or her Cash Reserves, unless the financial hardship is due to the death of a Borrower or death of either the primary or secondary wage earner in the household in which case the Servicer may approve the deed-in-lieu of foreclosure; or

- The Borrower is 31 days or more delinquent and is able per the level of the Borrower's Cash Reserves (i.e., Borrower's Cash Reserves exceed the greater of $10,000 or six times the Borrower's total monthly payment on the Mortgage), but he or she is unwilling to make a cash contribution that the Servicer deems acceptable

Refer to Section 9209.2 regarding the details for submitting a deed-in-lieu of foreclosure recommendation to Freddie Mac.

2. Determining the amount of a promissory note contribution

The Servicer must determine whether a Borrower who is 31 or more days delinquent has the capacity to make a contribution using the Borrower's Promissory Note Payment Capacity formula.

If the Borrower's monthly debt payment-to-income ratio based on future housing expenses is less than 55%, then the Servicer must make an initial request for a five- or ten-year note with a monthly payment that is no more than half of the difference between the Borrower's future monthly debt payment-to-income ratio and 55% of the Borrower's gross monthly income ("Borrower's promissory note payment capacity").

Borrower's Promissory Note Payment Capacity	=	**Step 1**: 55% minus Borrower's future monthly debt payment-to-income ratio (see section below "Calculating the Borrower's Future Monthly Payment-to-Income Ratio") **Step 2**: Divide result of Step1 in half (i.e., divide result of Step 1 by 2) **Step 3**: Multiply the result of Step 2 by the Borrower's gross monthly income

Example:

Borrower's future monthly debt payment-to-income ratio is 45% and Borrower's gross monthly income is $5,000.

Step 1: 55% - 45% = 10%
Step 2: 10% ÷ 2 = 5%
Step 3: 5% x $5,000 = $250

Initial promissory note contribution request would equate to $250/month

Servicers may accept a lesser promissory note obligation but the Servicer must document in the Mortgage file the specific financial circumstances that limit the Borrower's ability to make a promissory note contribution.

The Servicer must submit the deed-in-lieu of foreclosure request to Freddie Mac for review if the Borrower is unwilling to make a promissory note contribution that the Servicer deems acceptable. Refer to Section 9209.2 regarding the details for submitting a deed-in-lieu of foreclosure recommendation to Freddie Mac.

The promissory note amount is the final negotiated monthly promissory note payment multiplied by the negotiated term (60 months or 120 months). A promissory note is not required if the negotiated promissory note amount would be less than $5,000.

The promissory note must have an interest rate of 0% and the monthly payments must be rounded to the nearest dollar.

Calculating the Borrower's future monthly debt payment-to-income ratio

The Servicer must determine the future monthly debt payment-to-income ratio for Borrowers who are 31 or more days delinquent, by dividing the total of the following debt payments for all Borrowers by the gross monthly income for all Borrowers (determined, verified and documented in accordance with Section 9202.3).

The Servicer must calculate the Borrower's future monthly debt, excluding any debt associated with the Mortgaged Premises, using monthly expenses documented on the Borrower's credit report as well as information for the following expenses provided by the Borrower in writing:

1. The amount of the Borrower's future housing expense if known. If the amount is not known, the Servicer must use 75% of the Borrower's current housing expense as calculated in Section 9209.3(b).

2. Payments on all installment debts with more than 10 months of payments remaining, including debts that are in a period of either deferment or forbearance. If no monthly payment is reported on the credit report for a loan that is deferred or is in forbearance, the Servicer must obtain documentation verifying the proposed monthly payment amount, or use a minimum of 1.5% of the balance.

3. Monthly payments on revolving or open-end accounts, regardless of the balance. In the absence of a stated payment, the payment must be calculated by multiplying the balance by 3%

4. The monthly payment on a Home Equity Line of Credit (HELOC) using the minimum monthly payment reported on the credit report. If the HELOC has a balance but no monthly payment is reported, the Servicer must obtain documentation verifying the payment amount, or use a minimum of 1% of the balance.

5. Alimony, child support and separation maintenance payments with more than 10 months of payments remaining

6. Car lease payments, regardless of the number of payments remaining

7. Aggregate negative net rental income (i.e. net loss) from all Investment Properties owned

8. Monthly mortgage payment for a second home (principal, interest, taxes and insurance and, when applicable, ground rent, homeowners association dues, Condominium Unit or cooperative unit maintenance fees (excluding unit utility charges)), plus payments on subordinate lien(s), if applicable

(b) Borrower relocation assistance

If the Servicer determines that the Borrower is not required to make a financial contribution toward the deficiency, the Borrower is eligible to receive up to $3,000 in relocation assistance provided that the Borrower occupies the Mortgaged Premises as his or her primary

residence. The Borrower is not eligible to receive relocation assistance in the following circumstances:

- The Borrower will receive relocation assistance from a source other than Freddie Mac or the Servicer, such as an employer, and the amount is equal to or greater than $3,000. If the Borrower will receive relocation assistance from a source other than Freddie Mac or the Servicer and the amount is less than $3,000, the Servicer must reduce the amount of Freddie Mac's relocation assistance by the amount received from the other source.

- The Servicer determines that the Borrower's Cash Reserves exceed the greater of $10,000 or six times the Borrower's total monthly mortgage payment, regardless of whether the Borrower makes a contribution. If the Servicer believes such a Borrower is experiencing financial circumstances necessitating relocation assistance, the Servicer may submit the file to Freddie Mac. Refer to Section 9209.2 regarding the details for submission to Freddie Mac.

- Borrowers subject to PCS orders. The government assists in defraying the costs of the service member's relocation.

If the final property inspection reveals that the property is damaged, contains trash or debris or is otherwise not in clean, broom-swept condition, the Servicer must deduct the estimated or, if known, actual cost of repairing and cleaning the property from the relocation assistance amount.

Once the final amount of relocation assistance has been determined and the deed has been executed, the Servicer must disburse to the Borrower the relocation assistance payment. The Servicers must distribute the relocation assistance funds no more than 30 days after execution of the deed. Servicers may request reimbursement for the relocation assistance from Freddie Mac via the Freddie Mac Reimbursement System.

In addition to the relocation assistance offered by Freddie Mac, the Servicer may in its discretion offer the Borrower an additional financial incentive to complete the deed-in-lieu of foreclosure. Any relocation assistance provided by the Servicer will be in addition to the relocation assistance amount provided by Freddie Mac, and the Servicer's assistance amount does not have to be subtracted from the assistance amount Freddie Mac will pay. If the Servicer does offer its own relocation assistance, it must provide the assistance from its own funds, as a payment made directly to the Borrower.

The relocation assistance payment may not be applied to other debts secured by the Mortgaged Premises.

(c) Supplementary Borrower incentive

For a deed-in-lieu of foreclosure, if the Servicer determines that the Borrower is not required to make a financial contribution toward the deficiency, and the Mortgaged Premises is

located in one of the States listed below, the Borrower may be eligible for a supplemental Borrower incentive of up to $7,000:

- Connecticut
- District of Columbia
- Illinois
- Maryland
- Massachusetts
- New Jersey
- New York
- Pennsylvania

The supplemental Borrower incentive is in addition to, and not in place of, Freddie Mac's existing Borrower relocation assistance. Unlike Borrower relocation assistance, a Borrower is not required to occupy the Mortgaged Premises as his or her Primary Residence in order to be eligible for the supplemental Borrower incentive. The table below displays the maximum amounts a Borrower may be eligible to receive in Borrower relocation assistance and the supplemental Borrower incentive:

Occupancy Type	**Borrower Relocation Assistance Amount**	**Supplemental Borrower Incentive Amount**	**Total DIL Assistance/Incentive Amount**
Primary Residence	Up to $3,000	Up to $7,000	Up to $10,000
2nd Home, Investment Property, Vacant	Ineligible	Up to $7,000	Up to $7,000

The Borrower is not eligible to receive a supplemental Borrower incentive in any of the following circumstances:

1. The Borrower will receive relocation assistance from a source other than Freddie Mac or the Servicer, such as an employer, and the amount is equal to or greater than the total amount of Borrower relocation assistance (as applicable) plus supplemental Borrower incentive. If the Borrower will receive relocation assistance from a source other than Freddie Mac or the Servicer and the amount is less than the total amount of Borrower relocation assistance (as applicable) plus supplemental Borrower incentive, the Servicer

must reduce the supplemental Borrower incentive and/or Borrower relocation assistance by the amount received from the other source.

2. The Servicer determines that the Borrower's Cash Reserves exceed the greater of $10,000 or six times the Borrower's total monthly mortgage payment, regardless of whether the Borrower ultimately makes a cash contribution, or

3. The Borrower is subject to PCS orders because the government assists in defraying the costs of the servicemember's relocation.

If the final property inspection reveals that the property is damaged, contains trash or debris or is otherwise not in clean, broom-swept condition, the Servicer must deduct the estimated or actual (if known) cost of repairing and cleaning the property from the supplemental Borrower incentive.

Once the final amount of supplemental Borrower incentive has been determined and the deed has been executed, the Servicer must disburse to the Borrower the supplemental Borrower incentive payment. The Servicer must distribute the incentive funds no more than 30 days after execution of the deed. The Servicer may request reimbursement for the supplemental Borrower incentive from Freddie Mac by submitting a request for pre-approval (RPA) in the Reimbursement System.

In addition to the relocation assistance and supplemental Borrower incentive offered by Freddie Mac, the Servicer may, in its discretion, offer the Borrower an additional financial incentive to complete the deed-in-lieu of foreclosure. Any relocation assistance provided by the Servicer will be in addition to the relocation assistance and supplemental incentive amounts provided by Freddie Mac. The Servicer's assistance amount does not have to be subtracted from the assistance and incentive amounts Freddie Mac will pay. If the Servicer does offer its own relocation assistance, it must provide the assistance from its own funds, as a payment made directly to the Borrower.

The supplemental Borrower incentive payment may not be applied to other debts secured by the Mortgaged Premises.

9209.5: Property valuation and property inspection requirements for deeds-in-lieu of foreclosure (03/02/16)

(a) When to obtain a property valuation

If the Servicer has evaluated the Borrower for all other alternatives to foreclosure in accordance with Freddie Mac's evaluation hierarchy set forth in Section 9201.2 and believes that the Borrower meets the eligibility requirements for a Freddie Mac Standard Deed-in-Lieu of Foreclosure ("deed-in-lieu of foreclosure"), then the Servicer must obtain an interior

property valuation in accordance with Section 9202.17. Servicers must ensure that the property valuation is no more than 90 days old as of the date of the deed-in-lieu of foreclosure evaluation decision.

An evaluation for a Borrower contribution should not delay the Servicer's request for a property valuation.

(b) Obtaining a property valuation for a deed-in-lieu of foreclosure and verification of property condition

If the Servicer believes the Borrower is generally eligible for a deed-in-lieu of foreclosure, the Servicer must obtain a property value from BPOdirect® as set forth in Section 9202.17, if the Borrower:

- Intends to vacate or has vacated the Mortgaged Premises and expresses an interest in a deed-in-lieu of foreclosure; or
- Is ineligible for, failed or does not accept another alternative to foreclosure and a deed-in-lieu of foreclosure is the best solution to the Delinquency

The Servicer must advise the Borrower to grant interior access to the person evaluating the Mortgaged Premises and otherwise cooperate with the inspection.

Once the Servicer receives the BPO, it must review the property condition information carefully to verify that the Mortgaged Premises meets the condition requirements described in Section 9209.2(c).

(c) Post-execution Interior inspection of the Mortgaged Premises

The Servicer must conduct an interior inspection of the Mortgaged Premises to ensure that it is vacant, undamaged and in broom-swept condition. The inspection must occur no more than two Business Days following receipt of the executed deed and all related documents. The Servicer must take all necessary actions to protect the property from waste, damage and vandalism, and is responsible for the condition of the property at the time of conveyance to Freddie Mac.

If the property inspection indicates that there is damage caused to the Mortgaged Premises by the Borrower or that the Mortgaged Premises was not left in broom-swept condition, the Servicer must proceed with the deed-in-lieu of foreclosure and:

- Estimate the costs for remediating the issues
- If the Borrower qualified for Borrower relocation assistance and/or a supplemental Borrower incentive, reduce the Borrower relocation assistance and/or supplemental Borrower incentive amount by the estimated costs of remediating the issues
- Secure the property following the requirements in Section 9603.1

Freddie Mac will reimburse the Servicer for the actual cost of a final property inspection for a deed-in-lieu of foreclosure conducted by an outside service up to the limits stated in Exhibit 57, 1- to 4-Unit Property Approved Expense Amounts.

Refer to Section 9701.9 for details regarding reimbursement of property inspection costs.

9209.6: Borrower communication and execution timelines for deeds-in-lieu of foreclosure (03/02/16)

In addition to the response requirements related to Borrower Response Packages addressed in Section 9102.5, the following chart sets forth the required response times when a Freddie Mac Standard Deed-in-Lieu of Foreclosure ("deed-in-lieu of foreclosure") is being considered as a solution to the Delinquency for either: (i) a Mortgage that is not secured by a Primary Residence or (ii) a Mortgage that is secured by Primary Residence and the Servicer is not evaluating the Borrower for a deed-in-lieu of foreclosure using the First Complete Borrower Response Package received more than 37 days prior to a scheduled foreclosure sale date.

Deed-in-lieu of foreclosure: Submission of Borrower Response Package or streamlined documentation	
Days	**Action required**
30 days	Within five days of an evaluation decision, but in no event later than 30 days following the receipt of a complete Borrower Response Package or streamlined documentation, the Servicer must send an Evaluation Notice to the Borrower. The Evaluation Notice must include approved model language for a deed-in-lieu of foreclosure, or similar language drafted by the Servicer.
14 days	The Servicer must allow the Borrower 14 days from the date the Evaluation Notice is sent to accept the offer to pursue a deed-in-lieu of foreclosure

Deed-in-lieu of foreclosure: Submission of Borrower Response Package or streamlined documentation	
Days	**Action required**
60 days (no later than 90 days)	The Servicer must receive all necessary approvals (e.g., title, secondary lien(s), MI) and execute the deed-in-lieu of foreclosure within 60 days of the date the Borrower's communication to accept the offer was received. If the Servicer is unable to execute the deed-in-lieu of foreclosure within 60 days due to delays encountered as a result of issues with title, secondary lien(s), or MI approval, the Servicer must continue working with the Borrower to resolve these issues. In these instances, the Servicer will be allotted an additional 30 days to execute the deed-in-lieu of foreclosure, and during this time the Servicer must provide weekly status updates to the Borrower (90 days maximum from the date the Borrower's communication to accept the offer was received to the date the deed-in-lieu of foreclosure is executed.

The Servicer must maintain documentation of all communications to and from the Borrower, whether verbal or written, and including status updates, either in the Mortgage file or in the Servicer's servicing system. In addition, the Servicer must provide the information to Freddie Mac for review upon request.

Refer to Section 9101.4 for foreclosure suspension requirements for deeds-in-lieu of foreclosure when the First Complete Borrower Response Package is more than 37 days prior to a scheduled foreclosure sale and results in an offer to proceed with a deed-in-lieu of foreclosure. Refer to Sections 9102.5(c) and 9301.28 for foreclosure suspension requirements when the Mortgage has been referred to foreclosure for either: (i) a Mortgage that is not secured by a Primary Residence or (ii) a Mortgage that is secured by a Primary Residence and the Servicer is not evaluating the Borrower for a deed-in-lieu of foreclosure based on the First Complete Borrower Response Package received more than 37 days prior to a scheduled foreclosure sale date.

9209.7: Deed-in-lieu of foreclosure transaction and processing requirements (03/02/16)

In order for the Freddie Mac Standard Deed-in-Lieu of Foreclosure ("deed-in-lieu of foreclosure") to be completed by the Servicer, the Servicer must work with and assist the Borrower to ensure that the deed-in-lieu of foreclosure transaction meets the following requirements:

(a) Prior to approval

The Servicer must:

1. Ensure the Borrower meets all eligibility requirements and negotiates a Borrower contribution, if applicable

2. Obtain mortgage releases from all applicable subordinate mortgage holders as follows:

   The Servicer may authorize payment to subordinate mortgage holders in an aggregate amount of six thousand dollars ($6,000.00). The subordinate mortgage holders must not receive any other payments from the Borrower, in cash, promissory note or otherwise, in connection with approval of the deed-in-lieu of foreclosure. If there are multiple subordinate mortgage holders, the Servicer has the discretion to divide the payment among those mortgage holders so as to maximize the chances that all subordinate mortgage holders will approve the deed-in-lieu of foreclosure. Payment of any amount to subordinate mortgage holders is contingent upon agreement by all mortgage holders to release their Mortgage and, if they are accepting a payment from Freddie Mac, extinguish the indebtedness secured by the Mortgaged Premises. In addition, subordinate mortgage holders accepting payment from Freddie Mac must agree in writing to waive all rights to seek a deficiency judgment against the Borrower. If a subordinate mortgage holder releases its Mortgage to allow the deed-in-lieu of foreclosure to close, but does not extinguish the indebtedness, the mortgage holder will not receive a payment from Freddie Mac. Regardless of whether payment is made to a subordinate mortgage holder, the Servicer must obtain written commitment from the subordinate mortgage holder(s) to release the Mortgage(s).

   All payments made to subordinate mortgage holders must be documented and the documentation must be provided to Freddie Mac upon request.

   The Servicer must have established written policies governing how subordinate mortgage payments are paid and evidence of their agreement is provided to the Borrower. For deeds-in-lieu of foreclosure completed in accordance with this chapter, the Servicer must advance the amount to the subordinate mortgage holder or holders and request reimbursement for such advancement from Freddie Mac via the Freddie Mac Reimbursement System.

   Note: Only Mortgages or deeds of trust recorded in the land records and constituting a valid lien against the property are eligible for a payment from Freddie Mac. Any and all other types of liens including, but not limited to, judgments, mechanic's and materialman's liens and common interest association liens, are not eligible for the subordinate mortgage payment.

3. Approve and process a deed-in-lieu of foreclosure in compliance with all requirements of applicable mortgage insurance policies and any delegated authority granted to the Servicer by the MI so as to preserve and not to impair existing mortgage insurance coverage, if any.

If the MI indicates that it will curtail or deny a claim for any reason, including but not limited to, failure of the Servicer to comply with mortgage insurance conditions such as payment of a Borrower contribution, the Servicer may not approve the deed-in-lieu of foreclosure; however, the Servicer must submit the proposed deed-in-lieu of foreclosure to Freddie Mac.

(b) Post-approval activities

1. The Servicer must obtain clear and marketable title to the property

2. The Borrower must:

   (a) Contribute to any loss, according to the requirements in Section 9209.4(1)

   (b) Vacate the property and leave it in undamaged, broom-swept condition according to the requirements in Section 9209.5(3) and provide the Servicer with the keys to the property at the time of conveyance, unless the property is a 2- to 4-unit property and Freddie Mac allows one tenant to remain in the property

   (c) For leasehold Mortgages, obtain the consent of the fee simple landowner/lessor, if required under the lease, and provide evidence of consent to the Servicer

   (d) Execute a personal property release for any personal property the Borrower has left at or in the Mortgaged Premises. The Servicer may use Exhibit 100, Personal Property Release, as a template and revise it as necessary to comply with applicable law or to incorporate it into the Servicer's own forms.

3. The Servicer must perform an interior inspection of the Mortgaged Premises as described in Section 9209.5

4. The Servicer must obtain the executed deed-in-lieu of foreclosure and all other required deed-in-lieu of foreclosure documents (including the personal property release). For leasehold Mortgages, the Servicer must obtain either an assignment of the lease or a new lease of the same priority

(c) Workout Prospector®

Servicers must use Workout Prospector to submit deed-in-lieu of foreclosure transactions on Freddie Mac-owned Mortgages. Servicers represent and warrant that they will only use Workout Prospector on Freddie Mac Mortgages and not Mortgages owned by other investors. Both the input and output of Workout Prospector is confidential information that the Servicer must not disclose to third parties, except as authorized by Freddie Mac. Servicers using Workout Prospector are bound by all of the provisions of the Workout Prospector User Agreement, included in the Guide as Exhibit 86, to the same degree as if they had signed such Agreement as a "User." The Servicer represents and warrants that its use of Workout Prospector to process deed-in-lieu of foreclosure transactions is in

compliance with this Chapter 9209, other applicable Purchase Documents and the Workout Prospector Users' Guide. In addition, Servicers must ensure that all data input into Workout Prospector is true, complete and accurate and that all data is entered correctly. (Refer to Section 9204.4 for additional requirements when submitting any workout solution via Workout Prospector for approval and closing in Freddie Mac's systems.)

If a Servicer is unable to complete a submission via Workout Prospector, the Servicer should contact Customer Support at (800) FREDDIE and select option four for Servicing.

9209.8: Closing, reporting and remittance requirements for deeds-in-lieu of foreclosure (03/02/16)

To close the Freddie Mac Standard Deed-in-Lieu of Foreclosure ("deed-in-lieu of foreclosure") in Freddie Mac's systems, the Servicer must complete the following steps once it receives the executed deed or for a leasehold Mortgage, the executed lease assignment or a new lease.

(a) Reporting requirements and settlement data submissions

1. Report the transaction to Freddie Mac via the Freddie Mac Service Loans application as a foreclosure sale/deed-in-lieu of foreclosure, within one Business Day of receiving the executed deed. The date the Servicer received the executed deed is the date that must be used for the Sale Reported Date.

2. Forward to Freddie Mac within five Business Days of receiving the executed deed or for a leasehold Mortgage, the executed lease assignment or new lease:

    a. The Borrower's contribution or promissory note, if applicable **(see Directory 5)**

    b. A copy of the executed lease assignment or the new lease for a leasehold Mortgage **(see Directory 6)**

    c. A copy of the signed personal property release

3. Report the Mortgage as a Transfer to REO by the fifth Business Day after receiving the executed deed and ensure that the:

    a. Ending gross UPB is the ending balance of the Mortgage

    b. Principal due field is zero

    c. REO acquisition date is the date the deed was executed

    d. DDLPI reflects the due date of the last fully paid installment

If any of these data elements are incorrect, the Servicer should contact its investor reporting specialist or (800) FREDDIE and select option four for Servicing.

4. Complete the "Deed-in-lieu of Foreclosure Settlement" screen in Workout Prospector® and transmit the data to Freddie Mac

(b) Remittance requirements

1. Remit any funds contributed by the Borrower within five Business Days of receipt of the funds to Freddie Mac **(see Directory 5)**.

2. Send the original negotiated promissory note(s), if applicable, to the following address (include the Freddie Mac loan number):

   Attention: Special Assets – Recovery
   Freddie Mac
   8100 Jones Branch Dr.
   McLean, VA 22102

(c) Other requirements

1. Ensure that:

   a. Clear and marketable title, or for a leasehold Mortgage, a marketable real estate leasehold interest is conveyed to Freddie Mac

   b. The deed, or for a leasehold Mortgage, the lease, is submitted for recordation within five Business Days of the Servicer's receipt of the deed, or lease, as applicable

   c. The recorded deed or lease, as applicable, is forwarded to Freddie Mac **(see Directory 6)** within one Business Day after the Servicer receives it from the recorder's office

2. Secure the property at time of possession and take all necessary actions to protect the property from waste, damage and vandalism. Verify that the property is undamaged, free of exterior and interior debris and in broom-swept condition. See Section 9603.1 for additional Servicer requirements for protecting Freddie Mac's interest in the resultant REO property.

3. Request reimbursement for any applicable expenses, in accordance with Chapter 9700. For claim submissions on Mortgages insured by the FHA or guaranteed by the VA or RHS not subject to recourse or indemnification, expense reimbursement will occur after Freddie Mac receives the claim payment from the applicable entity and determines that all other requirements for reimbursement have been satisfied. (Refer to Section 9603.2 on FHA/VA/RHS claim filing and Section 9603.5 on receipt of claim payment.)

4. Release the First Lien within the time frame required by the applicable State or local law after the delivery of the deed of the Mortgaged Premises, or if the local or State law does not require release within a specified time frame, the Servicer must submit the lien release for recordation within 30 Business Days of the receipt of the deed and Mortgaged Premises

5. Report the acquisition of the property to the IRS in accordance with the requirements in Section 8106.3 on IRS Form 1099-A, Acquisition or Abandonment of Secured Property

6. Release of deficiency if participants have acted in good faith and in compliance with all applicable law

   If the Borrower has acted in good faith and in compliance with the Guide and all applicable local, State and federal law, then Freddie Mac will not pursue the Borrower for the entire amount owed under the current Mortgage. Freddie Mac will accept the deed and the cash or promissory note contribution by the Borrower and the Servicer must release the lien on the Mortgaged Premises and mark the previous Note as canceled.

   However, if the Borrower had knowledge of and/or consented to a transaction that was not in compliance with the Guide and all applicable local, State and federal law, Freddie Mac reserves its rights to pursue any and all participants, including but not limited to the Borrower, for the full amount owed under the Mortgage, the amount of any other loss or damage Freddie Mac may have suffered and other costs and expenses, including, but not limited to, attorneys' fees.

7. If the Mortgage is covered by mortgage insurance and the MI has not provided a delegation of authority to the Servicer or Freddie Mac, fax a copy of the approval from the MI to Freddie Mac **(see Directory 5)** within two Business Days of the Servicer's receipt of the MI's approval

Chapter 9210: Charge-off

9210.1: What is a charge-off? (03/02/16)

A charge-off ceases collection efforts on a Mortgage when all appropriate measures have been exhausted to collect on the delinquent Mortgage and the Servicer has deemed the debt to be uncollectible or that a foreclosure should not be completed. A charge-off does not cancel the Note nor does it release the lien on the property.

There are three types of charge-offs:

1. A charge-off of a balance left over after a short payoff

2. A charge-off of a low balance Mortgage where the Mortgage is delinquent and Freddie Mac has determined to not complete a foreclosure of the Mortgage

3. A full charge-off of a Mortgage when the property has been condemned (see Section 8405.1 for more details)

9210.2: When a Servicer must recommend a charge-off (03/02/16)

The Servicer must recommend a charge-off to Freddie Mac instead of foreclosure when the debt that is secured by the property is deemed uncollectible and either of these situations exist:

1. The Servicer has satisfied the following collection efforts and the Mortgage meets the following UPB guidelines:

   (a) Collection effort requirements for charge-offs

   The Servicer must, prior to the Mortgage becoming 90 days delinquent:

   - Solicit a payoff or other form of workout from the Borrower and respond to all Borrower inquiries and requests about the Mortgage

   - Ensure that payments have been correctly applied to the Mortgage. (In certain circumstances, Freddie Mac may request that the Servicer provide documentation to substantiate that payments have been applied correctly to the Mortgage. If Freddie Mac determines that the payments were not applied correctly, the Servicer will be required to satisfy the debt.)

   - Model the Mortgage in Workout Prospector®

(b) UPB guidelines

- Conventional Mortgages – UPB is $5,000 or less, regardless of the equity in the property, where the property is owner-occupied and property inspections continue to show the property maintenance to be both up to neighborhood standards and compliant with municipal requirements.

  For owner-occupied Conventional Mortgages with UPBs of $5,000 or less that meet the occupancy and preservation requirements specified above and are at least 120 days delinquent, the Servicer must not incur any expenses for taxes, insurance, property preservation or legal fees if escrow is insufficient to pay charges when due without Freddie Mac's prior approval **(see Directory 5)**. When the Borrower of the low balance Mortgage is current under a workout plan or is current under a bankruptcy protection plan, the Servicer is not required to obtain prior approval for normal expenditures or advances within Guide expense limits. However, if the Borrower should later default on the plan, the Servicer must obtain Freddie Mac's approval before making Servicing advances.

  If Freddie Mac denies the charge-off request on a Mortgage with a UPB of $5,000 or less, Freddie Mac will send the Servicer a denial letter. Freddie Mac's charge-off denial letter will instruct the Servicer to immediately resume normal default servicing activity, including all escrow advances, property preservation and legal activities.

- FHA, VA and RHS Mortgages – UPB is $2,000 or less, regardless of the equity in the property

2. The property has been condemned or the property poses a risk of ownership to Freddie Mac. Refer to Section 8405.1 regarding the situations under which the Servicer must recommend a charge-off due to condemnation or risk of ownership.

When Freddie Mac charges-off a Mortgage, Freddie Mac will retain its lien on the property and negotiate an amount for the release of the lien if the Borrower requests release of lien. However, there may be circumstances when it would be in Freddie Mac's best interest to release the lien. In such cases, Freddie Mac may agree to charge-off the debt and release its lien.

In addition to the above requirements, if the Mortgage is a matured Mortgage, the Servicer must comply with the requirements of Section 8303.3 with respect to the payoff of such matured Mortgage.

9210.3: Submitting a recommendation for a charge-off to Freddie Mac (03/02/16)

The Servicer must take the steps listed below in this section when it recommends a charge-off of a Mortgage to Freddie Mac. Before making the recommendation, the Servicer must have filed and settled any property insurance claim(s) with the applicable property insurer. Additionally, the Servicer must transmit all recommendations to charge off a Mortgage via Workout Prospector® to Freddie Mac.

1. The Servicer must submit the following documentation to Freddie Mac via the contact information provided in **Directory 5,** unless otherwise instructed by Freddie Mac, on all recommendations to charge-off a Mortgage:

   (a) A detailed explanation of the Servicer's recommendation documented in the comments section of Workout Prospector

   (b) Documentation describing the condition of the property, including six consecutive months of property inspection reports with photographs, a BPO or a Hazard Distressed BPO if applicable (see number 2 below). Freddie Mac does not require the Servicer to obtain a property valuation for the recommendation of a low balance charge-off.

   (c) A payoff statement

   (d) A copy of any property insurance claims filed, including a copy of either:

   - An explanation of benefits and proof of payment received by the Servicer on any paid claim(s); or
   - Any notification documenting reason(s) for non-payment of a claim and if an appeal was filed by the Servicer and also denied for payment of a claim

   (e) A copy of any estimates that may have been obtained by the Servicer for necessary repairs

   (f) In the case of Delinquency, a copy of the Servicer's collection records for the present period of Delinquency; and

   (g) If the Mortgage is secured by a Manufactured Home, the Servicer must provide the documentation specified in Section 9301.9(a) or 9301.9(b) to evidence that the Manufactured Home and the land are real property under the laws of the State where the property is located

   If the Manufactured Home is located in a certificate of title State (see Section 5703.7), then the Servicer must provide the documentation in Section 9301.9(c).

2. The Servicer must order a Hazard Distressed BPO from BPOdirect® on all recommendations to charge-off a Mortgage due to condemnation, disaster or Hazardous Substance affecting the Mortgaged Premises

9210.4: Freddie Mac's decision about a Servicer's charge-off recommendation (03/02/16)

Freddie Mac will review the documentation the Servicer submits and make a decision to approve or deny the charge-off request.

(a) Approval of request

If Freddie Mac approves the charge-off request, it will send the Servicer an approval letter via e-mail detailing any conditions of Freddie Mac's approval. The Servicer may also access this letter in Workout Prospector®.

(b) Denial of request

If Freddie Mac denies the charge-off request, Freddie Mac will provide the Servicer with a written explanation via e-mail of the reason Freddie Mac denied the request together with the course of action the Servicer must take to resolve the Delinquency.

9210.5: Closing, reporting and remittance requirements for charge-offs (03/02/16)

(a) Closing requirements

Within three Business Days of receiving Freddie Mac's approval letter, the Servicer must:

1. Notify the Borrower in writing that the Servicing of the Mortgage has been transferred to Freddie Mac. The notice must include:
   - Freddie Mac's nine-digit loan number
   - Freddie Mac's telephone number
   - Instructions that the Borrower is responsible for paying real estate taxes and insurance premiums
2. Prepare and submit all of the following documentation to a Freddie Mac-approved vendor upon receiving a request from the Freddie Mac-approved vendor:
   - Original Note

- Original Security Instrument
- Recorded assignment of the Security Instrument to "Federal Home Loan Mortgage Corporation"
- A copy of the original loan application
- A payment history from the DDLPI if the UPB is less than $5,000

If the assignment to Freddie Mac has not previously been prepared or recorded, then the Servicer must prepare, execute and send a copy of the assignment to the Freddie Mac-approved vendor at this time and record the original. The Servicer must forward the recorded assignment to Freddie Mac **(see Directory 5)** when the Servicer has received it from the recorder's office. The Servicer must not release the lien (unless otherwise instructed by Freddie Mac in writing) and must not inform the Borrower that the Servicer has charged off the Mortgage. When sending the documentation to a Freddie Mac-approved vendor, the Servicer must not send the entire Servicing file; it must send only items in 2(a) through 2(e) listed above in this Section 9210.5(a).

Freddie Mac must receive the Servicer's request for reimbursement of any applicable expenses within 30 days of the date on its approval letter.

(b) Reporting requirements and settlement data submissions

Within two Business Days after the Servicer receives Freddie Mac's approval letter, the Servicer must:

1. Reinstate the Mortgage if it was inactivated;
2. Report the Mortgage as a payoff-prepaid and ensure that the:
   a. Ending gross UPB is zero
   b. Principal due field is completed with the gross unpaid ending balance of the Mortgage
   c. Payoff date is the date the Servicer received the approval letter from Freddie Mac
   d. DDLPI reflects the due date of the last fully paid installment
   e. The Servicer submits any hazard insurance claims proceeds or litigation settlement proceeds via wire transfer or check to Freddie Mac **(see Directory 5)** regardless of whether the lien is released or not released on a charge-off a Mortgage
3. Complete the "Charge-off Settlement" screen in Workout Prospector® and transmit the data to Freddie Mac. When submitting the data entered on the "Charge-off Settlement" screen, the Servicer must comply with the instructions for a charge-off described in the Workout Prospector Users' Guide.

If any of these data elements are incorrect, the Servicer should contact its investor reporting specialist or (800) FREDDIE and select option four for Servicing.

(c) Charging-off the Delinquency

The amount that Freddie Mac has determined to be charged off will be reflected on the Detail Adjustment Report (DAR). The Servicer must review the DAR and report any discrepancies between its records and the amount on the DAR to Freddie Mac **(see Directory 5)** by submitting Form 1205, Post-Settlement Correction Request, within 30 calendar days following Freddie Mac's posting of the amount to the DAR. The DAR may be accessed through the Service Loans application at **http://www.freddiemac.com/singlefamily/service**.

Freddie Mac will respond to the Servicer within 30 calendar days of receipt of the Servicer's submission to Freddie Mac.

(d) Remittance requirements

There is no remittance to Freddie Mac.

(e) Requesting reimbursement

The Servicer must request reimbursement for any applicable expenses, in accordance with the requirements in Section 9210.6.

9210.6: When to request reimbursement of expenses for charge-offs (03/02/16)

The Servicer must submit a request for reimbursement of expenses to Freddie Mac so that Freddie Mac receives the request within 30 days of the workout activity date. Freddie Mac reserves the right to refuse any request for reimbursement that it receives after this date. If Freddie Mac rejects a Servicer's workout recommendation, Freddie Mac will reimburse the Servicer for any title report expense that the Servicer incurred in accordance with Exhibit 57A, Approved Attorney Fees and Title Expenses.

Refer to Chapter 9701 for details regarding expense reimbursement.

Chapter 9211: Hardest Hit Fund

9211.1: Hardest Hit Fund (03/02/16)

This section provides requirements relating to mortgage assistance programs developed and administered by State Housing Finance Agencies ("HFAs") and funded by the Innovation Fund for the Hardest Hit Housing Markets or Hardest Hit Fund (HHF) Initiative for which Freddie Mac requires Servicer participation.

Detailed requirements are provided for the following programs:

- Unemployment mortgage assistance
- Mortgage reinstatement assistance
- Modification assistance
- Transition assistance

(a) General requirements

The following are general Servicing requirements for participating in any of the HFA mortgage assistance programs. In addition to these general requirements, Servicers must comply with the additional Servicing requirements unique to each HFA program, as specified in Section 9211.1(b).

Servicers must have procedures and specific points of contact in place to respond to HFA (or its designated third-party provider) requests and notifications with respect to Borrowers receiving assistance under any HFA program funded by the HHF. Subsequent references to an HFA in this section include its designated third-party provider.

The HFA determines Borrower eligibility criteria and underwrites the Borrower for all HFA mortgage assistance programs. Unless permitted by the HFA, Servicers may not determine Borrower eligibility or communicate a determination of eligibility or qualification for an HFA program to a Borrower.

- **Borrower referral and authorization**

  Servicers may refer potentially eligible Borrowers to the HFA in accordance with the relevant HFA's requirements. Servicers may directly solicit Borrowers for participation in HFA mortgage assistance programs if the Servicer receives written consent to perform such solicitation from the HFA.

  In connection with a Borrower's request for mortgage assistance under an HFA program, Servicers must receive written authorization from each Borrower to release his or her

nonpublic personal financial information to the HFA and if authorized, must provide the HFA with relevant Borrower and Mortgage-specific information so that the HFA may complete its evaluation of the Borrower for assistance. The Borrower's written authorization to release his or her nonpublic personal financial information to the HFA and all communications that include a Borrower's nonpublic personal information must comply with Section 1301.2 and all applicable federal, State and local laws relating to data security, privacy and the safeguarding of Borrower personal information.

- **Mortgages with credit enhancements**

  Servicers must comply with the requirements of, and obtain approvals as necessary from, the FHA, VA, RHS and/or MI. Credit enhancement on a Mortgage must stay in place regardless of the Borrower's participation in an HFA mortgage assistance program.

- **Another relief or workout arrangement**

  Servicers must not deny or delay consideration of a Borrower for a relief or workout option pending approval for HFA mortgage assistance. Servicers also must not require a Borrower to first request financial assistance from an HFA as a condition of consideration for a relief or workout option.

  If a Borrower is currently performing under a relief or workout arrangement that has not been completed and the Borrower requests financial assistance from an HFA, the Servicer must permit the Borrower to continue with the relief or workout arrangement until he or she enters into either an unemployment mortgage assistance, mortgage reinstatement or modification assistance agreement with the HFA that renders the existing relief or workout arrangement no longer appropriate.

- **Reporting to Freddie Mac**

  Servicers must provide Freddie Mac with a list of all Mortgages for which assistance was provided using the *Spreadsheet for Hardest Hit Fund Mortgages* located at **www.FreddieMac.com/singlefamily/service/hfa_relief.html**. This spreadsheet must be submitted to **Hardest_Hit@freddiemac.com** by the **fifth Business Day** of every month for all Mortgages that received assistance in the prior month.

- **Credit reporting**

  Servicers must continue to report a "full-file" status report to the four major credit repositories in accordance with the Fair Credit Reporting Act (FCRA) and credit bureau standards as provided by the Consumer Data Industry Association (CDIA).

- **Acceptance and application of funds**

  If funds from an HFA are used to assist with payments a Borrower is required to make, such as payments required under a Freddie Mac Standard Short Sale, Servicers must

accept and treat funds submitted by the HFA in the same manner as if the Borrower submitted a payment to be applied towards the Mortgage.

For non-Escrowed Mortgages, the Borrower will continue to be responsible for payment of all Escrow-related expenses. The Servicer must process the Mortgage in accordance with the requirements of the Guide if the Servicer discovers non-payment of any charge otherwise payable by Escrow such as real estate taxes and property insurance.

- **Servicer notifications to HFA**

  For Borrowers evaluated for, or receiving assistance, the Servicer must notify the HFA of any:

  - Changes or adjustments to the Borrower's monthly payment amount in accordance with a time frame that is agreed upon in writing between the HFA and the Servicer, as applicable, if the Borrower is receiving assistance under an unemployment mortgage assistance or other mortgage assistance program

  - Scheduled foreclosure sale that cannot be halted

- **Document retention**

  Servicers must retain all documents, communications and information pertaining to the Borrower's mortgage assistance under an HFA program in the Mortgage file. In addition, Servicers must comply with the documentation retention requirements set forth in Chapter 3302.

- **Collection and solicitation activities**

  If a Servicer receives notification from an HFA that a Borrower is conditionally approved for a mortgage assistance program, a Servicer is *not* required to continue collection calls and solicitation activity as outlined in Chapter 9102, unless the Servicer receives notice that the Borrower did not qualify for assistance from the HFA.

- **Foreclosure actions**

  Upon notification that a Borrower is conditionally approved under a mortgage assistance program, a Servicer must not refer the Borrower's Mortgage to foreclosure or conduct a scheduled foreclosure sale for 45 days or longer as required by applicable law, unless the HFA notifies the Servicer that the Borrower has been determined to be ineligible for mortgage assistance. In addition, a Servicer must not refer the Mortgage to foreclosure or conduct a scheduled foreclosure sale during the period of mortgage assistance unless the full Mortgage payment, or other payment as required by the applicable program, is not received from the HFA in a timely manner.

Servicers are reminded that to the extent that they suspend foreclosure proceedings, they must ensure that they take all appropriate action necessary to preserve the right to re-commence foreclosure proceedings from the point of suspension should the Borrower fail to qualify for HFA mortgage assistance or should the applicable payment(s) not be received from an HFA when it is due (e.g., for unemployment mortgage assistance programs, the payment should be received in the month in which it is due during the term of HFA mortgage assistance). Servicers are further reminded that when communicating a postponement request for a pending foreclosure sale to foreclosure counsel, the Servicer must identify the reason for the postponement (i.e., HFA mortgage assistance).

Servicers are permitted to suspend foreclosure actions (referral and sale) for a period exceeding 45 days, as necessary, to facilitate the processing of mortgage assistance and receipt of funds, provided that the Servicer follows up with the HFA on a regular basis to determine (i) whether the Borrower is still eligible for mortgage assistance and (ii) when such funds will be received. Further, if the initial 45 day postponement must be extended, Servicers must continue to communicate with foreclosure counsel on a regular basis regarding the status of HFA assistance.

Servicers are reminded that in the event a foreclosure sale occurs, the Servicer's performance will be measured against Freddie Mac's State foreclosure time lines without consideration given to the Servicer's postponement of the foreclosure sale (refer to Exhibit 83, Freddie Mac State Foreclosure Time Lines).

Servicers are not required to accept mortgage assistance payments if a notice of trustee/sheriff sale has been recorded, and the trustee/sheriff sale is scheduled less than seven days from the date the Servicer is notified of Borrower approval by the HFA.

Servicers must notify the HFA if a scheduled foreclosure sale cannot be halted because a court with jurisdiction over the foreclosure proceeding (if any) or public official fails or refuses to halt the sale.

(b) Specific program requirements

1. Unemployment Mortgage Assistance Program

HFA unemployment mortgage assistance programs extend Mortgage payment relief to eligible Borrowers by funding all or part of a Borrower's Mortgage payment. The HFA will determine Borrower eligibility criteria for financial assistance, monitor the Borrower for continued eligibility during the period of mortgage assistance, and:

- Establish the amount of Borrower contribution to the Mortgage payment (if any) and the period of assistance
- Document the terms of the agreement for mortgage assistance

- Collect Borrower payments, if required, for subsequent submission to the Servicer
- Remit a full contractual payment to the Servicer on behalf of the Borrower each month during the period of assistance

(i) Borrowers receiving HFA assistance

With the exception of a short sale or Freddie Mac Standard Deed-in-Lieu of Foreclosure ("deed-in-lieu of foreclosure") under Chapter 9209, a Borrower receiving unemployment mortgage assistance from the HFA may not simultaneously receive a relief or workout option. If the Borrower is in a Trial Period Plan under any modification program, including the Home Affordable Modification Program (HAMP®), when approved for unemployment mortgage assistance, the Servicer must notify the Borrower in writing that participation in the HFA's unemployment mortgage assistance program will cancel participation in his or her existing Trial Period Plan upon receipt of the first payment from the HFA. Once a Servicer receives funds from the HFA on behalf of the Borrower, the Servicer must cancel any existing relief or workout arrangement with the Borrower, unless the relief or workout arrangement is a short sale or deed-in-lieu of foreclosure or the Borrower has a permanent modification under Chapter 9206 or Chapter 9205.

> **For example**, if the Servicer receives funds from the HFA for a Borrower who has not executed a Home Affordable Modification Agreement and is in a HAMP Trial Period, then the Servicer must cancel the HAMP Trial Period Plan with the HAMP Program Administrator.

(ii) Transition from HFA assistance to other alternatives to foreclosure

Within 30 days following notification that the Borrower has been re-employed or upon notification of expiration of the period of assistance, whichever is earlier, Servicers must re-evaluate the Borrower for a reinstatement or relief option as provided in Chapter 9203 or a workout option in accordance with the evaluation hierarchy provided in Section 9201.2.

In addition to the one exception provided in Section 9205.4 with respect to a Borrower's eligibility for only one Trial Period Plan, Servicers may consider a Borrower to be eligible for another HAMP Trial Period Plan, if the Borrower was performing in accordance with the terms of the previous Trial Period Plan (i.e., making timely Trial Period payments) prior to entering into a mortgage assistance agreement with the HFA.

If the Borrower is eligible for another HAMP Trial Period Plan once HFA assistance ends, he or she must be evaluated for a new Trial Period Plan based upon the Borrower's status (including income) at the time of the new evaluation. The Borrower must not resume/restart the previously canceled HAMP Trial Period Plan. In addition, pay for performance and pay for success incentives will be based on the new HAMP

Trial Period Plan Effective Date, and the Borrower shall not receive credit for payments made under the canceled HAMP Trial Period Plan.

The Borrower may not be denied the protections of Section 9205.10 or Section 9206.11, if cancellation of the previous Trial Period Plan was solely due to HFA assistance.

(iii) Cancellation of agreement

If the Servicer does not receive a full contractual payment from the HFA in the month that it is due, the Servicer must consider the mortgage assistance with the HFA to be canceled and resume normal Servicing activity (including resumption of collection activities as applicable) in accordance with the requirements of the Guide and other Purchase Documents. The Servicer must use good business judgment to determine whether mitigating circumstances caused the payment to be late (such as a clerical error of the HFA). Exceptions must be documented and retained in the Mortgage file.

(iv) Reporting requirements

Reporting to Freddie Mac

Servicers must notify Freddie Mac via an EDR transmission within the first three Business Days of the month following the month in which they received notification that the Borrower entered into an agreement with an HFA for mortgage assistance.

Servicers must report default action code 09 ("Forbearance Plan") and default reason code 016 ("Unemployment") and provide the date of such notification. Servicers must continue to report each month that the Borrower is receiving mortgage assistance from the HFA until the period of assistance ends.

Reporting the cancellation of a HAMP or Standard Modification Trial Period Plan

For Borrowers who are in a HAMP or Standard Modification Trial Period Plan and who have been approved for unemployment mortgage assistance, the Servicer must:

- Cancel the HAMP Trial Period Plan with the HAMP Program Administrator or cancel the Standard Modification Trial Period Plan, as applicable, in the month in which the mortgage assistance agreement becomes effective; and

- Save the Mortgage in Workout Prospector® to the applicable "Borrower Declined Terms/Ineligible" status

Note: If a Servicer determines that a Borrower is eligible for another HAMP Trial Period Plan once the period of mortgage assistance ends, the Servicer must report the new Trial Period Plan in the HAMP Reporting Tool.

2. Mortgage Reinstatement Program

To assist eligible Borrowers with reinstating their Mortgage, the HFA will deliver a one-time lump sum payment through Automated Clearing House (ACH) credit or other method acceptable to the Servicer. The Servicer may not require reinstatement to occur before any relief or workout option in the Guide, but the HFA may agree to do so if it is deemed appropriate for the Borrower. If a Servicer receives full or partial reinstatement funds under an HFA mortgage reinstatement program and the Borrower is in a modification Trial Period Plan, the Servicer must not cancel the Trial Period Plan unless it has the Borrower's consent to do so.

- **Borrowers receiving full reinstatement assistance**

  Once a Mortgage is reinstated, Servicers must evaluate each Borrower's individual circumstances to determine if additional assistance in the form of a relief or workout option is appropriate.

- **Borrowers approved for partial reinstatement assistance**

  If the Servicer receives notification from the HFA that the Borrower has been approved for funds that only partially reinstate the Mortgage, the Servicer must accept those funds if an additional relief or workout solution, such as a repayment plan or a mortgage modification, will fully reinstate the Mortgage.

  If the Servicer has not yet made contact with the Borrower to discuss the appropriate solutions to resolve the Delinquency, it must attempt to achieve quality right party contact (QRPC) with the Borrower to obtain any necessary information to evaluate the Borrower for a relief or workout solution in accordance with the Guide that will fully reinstate the Mortgage. In addition, if the Borrower is eligible for a modification solution for which no financial documentation is required, the Servicer may send (or resend) the Borrower a Trial Period Plan offer for that modification.

  In the following circumstances, the Servicer must notify the HFA that funds cannot be applied to the Mortgage until there is a comprehensive solution for reinstating the Mortgage:

  - The Servicer is unable to achieve QRPC and obtain a commitment from the Borrower to resolve the Delinquency
  - The Borrower does not respond to the Servicer's offer for a retention solution that will fully reinstate the Mortgage (e.g., a mortgage modification)
  - The Borrower declines the Servicer's offer for a retention solution that will fully reinstate the Mortgage

- **Reporting requirements**

Servicers must report the reinstatement (full or partial) to Freddie Mac in accordance with the requirements of Section 9203.6 and Section 9102.7.

3. Modification Assistance Program

To assist eligible Borrowers with qualifying for a modification, certain HFAs provide funds to Servicers through their modification assistance programs. Funds may be applied to assist such Borrowers to meet housing expense-to-income ratio parameters or loan-to-value ratio requirements, or to ensure a more positive net present value result.

For Freddie Mac-owned or guaranteed Mortgages, Servicers must participate in modification assistance programs offered by an HFA, provided that:

- The modification assistance program does not require the Servicer or Freddie Mac to make a financial contribution or match any assistance provided by the HFA
- Program participation and parameters for receiving assistance do not conflict with Freddie Mac's modification requirements under the Guide and the Servicer's other Purchase Documents, as applicable
- Receipt of funds does not impair the First Lien priority of the Mortgage
- Funds are remitted to the Servicer from the HFA in a one-time lump sum payment

(i) Modification assistance programs limited to re-amortization of the Mortgage balance

If the HFA approves the Borrower for modification assistance funds to curtail principal and there is a re-amortization of the Mortgage balance, the Servicer must apply funds in accordance with the following requirements.

- If the Mortgage is current at the time HFA funds are received, Servicers must comply with the requirements in Section 8103.7 on applying partial prepayments of principal and recalculating the monthly Mortgage payments.
- If the Mortgage is delinquent at the time HFA funds are received, the Servicer must apply HFA funds first toward outstanding arrearages and any other past due amounts advanced, including expenses, to bring the Mortgage current, and any remaining funds must be applied to curtail principal as set forth in Section 8103.7. The Servicer must recalculate the Borrower's monthly Mortgage payment based on the new Mortgage balance and otherwise comply with all other requirements in Section 8103.7.
- If the Mortgage has partial principal forbearance at the time of receipt of HFA funds, HFA funds must first be applied to outstanding arrearages and any other past due amounts advanced, including expenses, and any remaining funds must be

applied in accordance with HFA instructions. If funds will be applied to the interest-bearing balance, Servicers must work with the HFA to ensure that such funds do not pay off the interest-bearing balance, thereby causing the deferred principal balance to become due. The Mortgage payment may be recalculated only to the extent that there are sufficient funds to apply to the interest-bearing balance.

For all partial prepayments of principal where the Mortgage balance is re-amortized, the Servicer must not adjust the interest rate nor extend the maturity date. Further, if there was a prior modification, all other terms and conditions of such prior modification also remain unchanged. In addition, the Servicer must prepare and require execution of a modification agreement reflecting the recalculated monthly Mortgage payment in accordance with Section 8103.7 and in compliance with applicable law.

A partial prepayment of principal where the monthly Mortgage payment is recalculated based on the new Mortgage balance will not be considered as a "previously modified Mortgage" for purposes of qualifying for a Standard Modification in the future.

(ii) Modification assistance programs - modification of terms option

If the HFA approves the Borrower for modification assistance that includes funds to be applied to curtail principal in conjunction with a modification, the Servicer must apply such funds after the Borrower successfully completes the Trial Period and prior to the first payment due date of the modified Mortgage. The Servicer must first apply HFA funds to outstanding arrearages and any other past due amounts advanced, including expenses, and then apply any remaining funds to the principal balance. The Servicer must use the Mortgage balance that remains after application of HFA funds to calculate the final modification terms. If the Borrower does not receive HFA funds prior to the first modified payment due date, the Servicer must determine whether the modification can still be completed in accordance with the Guide.

4. Transition Assistance Program

If a Borrower can no longer afford to retain his or her home, certain HFAs provide funds through transition assistance programs to assist Borrowers with expenses related to transition to a new home and/or to facilitate completion of a short sale or deed-in-lieu of foreclosure transaction.

For Freddie Mac-owned or guaranteed Mortgages, Servicers must participate in transition assistance programs offered by HFAs in connection with the HHF provided that HFA program parameters do not conflict with Freddie Mac's short sale and deed-in-lieu of foreclosure requirements or any other requirements under the Guide and the Servicer's other Purchase Documents, as applicable.

If HFA funds would be applied to subordinate lien balances, such funds must be applied prior to application of amounts Freddie Mac would permit to be paid on subordinate lien balances pursuant to the Guide and the Servicer's other Purchase Documents, as applicable. Further, the HFA may provide payments to subordinate lien holders that equal or exceed the maximum amount Freddie Mac will permit to be paid to subordinate lien holders; however, in such cases, the Servicer must not apply any Freddie Mac funds to subordinate lien balances. If total HFA funds to be applied to subordinate lien balances are less than the maximum amount Freddie Mac would permit to be paid to a subordinate lien holder, the Servicer may apply Freddie Mac funds toward the difference up to the maximum amount permitted to be paid to a subordinate lien holder as set forth in the Guide and other Purchase Documents, as applicable.

A Borrower who receives HFA transition funds to assist with relocation expenses (e.g., moving costs, deposits, etc.) may also receive any similar payment permitted by Freddie Mac under the Guide and the Servicer's other Purchase Documents, as applicable.

Refer to Section 9208.4 for specific instructions on applying relocation incentives and transition funds.

Chapter 9301: Foreclosure

9301.1: Foreclosures on Freddie Mac Mortgages (03/02/16)

The Servicer must refer to, manage and complete foreclosure in accordance with this chapter when there is no available alternative to foreclosure. Additionally, Freddie Mac requires the Servicer to manage the foreclosure process to acquire clear and marketable title to the property in a cost-effective, expeditious and efficient manner.

9301.2: General Servicer requirements for Freddie Mac Default Legal Matters (03/02/16)

When following the requirements provided in this chapter while processing Freddie Mac Default Legal Matters, the Servicer must comply with:

- The terms and conditions of the Mortgage documents, including the Note
- Applicable federal, State and local laws and customs
- Requirements of the FHA, VA, RHS or MI, if applicable
- The Guide and other Purchase Documents

9301.3: Freddie Mac's rights (03/02/16)

Among other rights available under applicable law and the Guide, Freddie Mac reserves the right to:

1. Select the foreclosure counsel
2. Direct and manage the actions taken by the foreclosure counsel, on a case-by-case or jurisdiction-wide basis
3. Assess compensatory fees and/or seek repayment of losses sustained due to errors, omissions or delays by the Servicer or its agent
4. Limit the amount of a reimbursement for attorney fees if those fees exceed the expense limits in Exhibit 57A, Approved Attorney Fees and Title Expenses, or the fees commonly charged for similar services in the area where the services are being performed

If Freddie Mac determines that the Servicer has directly or indirectly passed or charged to Freddie Mac any non-reimbursable expenses itemized in Section 9701.15 or charged Freddie Mac for Servicing obligations covered by the Servicing Spread (as set forth in Section 8105.3) or in violation of Section 9501.8(a), then Freddie Mac may pursue any or all the remedies specified in the Guide and the other Purchase Documents, as applicable.

9301.4: Pre-foreclosure referral account review (03/02/16)

Within 15 days prior to referral to foreclosure, the Servicer must review the Mortgage file to verify that it made every attempt to achieve quality right party contact in accordance with Section 9102.3, and there is no approved payment arrangement or pending alternative to foreclosure offer for which the Borrower response period has not expired.

In the event that the Servicer finds that there is an approved payment arrangement or a pending offer for an alternative to foreclosure for which the Borrower response period has not expired, then the Servicer must not refer the Mortgage to foreclosure.

The Servicer must document the results of its review in its Mortgage file or Servicing system.

Prior approval required from Freddie Mac

The Servicer must seek Freddie Mac's approval to refer the Mortgage to foreclosure if the property inspections or any other information provided to the Servicer indicates that proceeding with referral may not be in Freddie Mac's best interest or that the property may pose a Risk of Property Ownership to Freddie Mac (see Section 9301.8 for a list of affected property conditions).

Refer to Chapter 8403 for additional Servicing requirements for Servicing Mortgages that pose a Risk of Property Ownership.

Refer to Chapter 9101 for additional Servicing requirements for Servicing Mortgages that secure Primary Residences.

9301.5: Referral to foreclosure (03/02/16)

Referral to foreclosure is the submission of a Mortgage case and appropriate foreclosure documentation to foreclosure counsel after taking all appropriate actions to accelerate the Mortgage. Refer to Sections 9301.6 and 9301.7 for requirements for when to refer a Mortgage to foreclosure.

9301.6: When to refer a Mortgage to foreclosure – Primary Residence (03/02/16)

(a) General requirements

The Servicer must refer a Mortgage to foreclosure after expiration of the breach letter, but no earlier than 151 days from the DDLPI (121st day of Delinquency). However, Servicers may not refer a Mortgage to foreclosure if prohibited by applicable law or one of the following situations applies:

- There is an approved payment arrangement or an alternative to foreclosure; or
- A complete Borrower Response Package is received and the Servicer is still within the 30-day evaluation time period for evaluating the package as prescribed in Section 9102.5(c); or
- The Servicer has extended an offer for an alternative to foreclosure and the period for the Borrower's response has not expired; or
- The Borrower is conditionally approved for mortgage assistance under the Hardest Hit Funds initiative as set forth in Section 9211.1; or
- The Borrower has accepted an offer for an alternative to foreclosure and is performing in accordance with its terms; or
- The time period for the Borrower to exercise a right to appeal a denial of a Trial Period Plan or loan modification (per Section 9101.3) has not expired, the Servicer is reviewing the Borrower's appeal, or the Borrower's time period to respond to the Servicer's decision on the appeal and any acceptance period for an alternative to foreclosure offered as part of that decision has not expired

Refer to Section 9101.4 for additional foreclosure suspension requirements when the First Complete Borrower Response Package is received more than 37 days prior to a scheduled foreclosure sale date.

To accept an offer

A Borrower's notification to the Servicer that he or she intends to accept an offer of an alternative to foreclosure may be demonstrated as follows:

- Verbal notification
- Written notification

If a payment is required to legally accept an alternative to foreclosure offer, and the Borrower does not communicate a verbal or written rejection of the alternative to foreclosure offer, the

Servicer must postpone referral to foreclosure, where legally permitted, at least through the last day of the month in which the first payment is due under the terms of the alternative to foreclosure offer or until the deadline for Borrower acceptance has passed. If the Servicer receives the first payment timely in accordance with the terms of a Trial Period Plan, repayment plan or forbearance plan, the Servicer must delay the next legal action unless the Borrower breaches the plan.

(b) Mortgages insured by the FHA or guaranteed by the VA or RHS or covered by mortgage insurance

The Servicer must comply with the foreclosure referral requirements of the FHA, VA, RHS or MI, if applicable.

(c) Performance measurement

Regardless of the reason for the delay in referral to foreclosure beyond 151 days from the DDLPI (121st day of Delinquency), the Servicer's performance will be measured against Freddie Mac's State foreclosure timelines (refer to Exhibit 83, Freddie Mac State Foreclosure Timelines).

9301.7: When to refer a Mortgage to foreclosure for a non-Primary Residence (03/02/16)

(a) General requirements

The Servicer must refer a Mortgage to foreclosure no later than 150 days from the DDLPI (120th day of Delinquency) unless the pre-referral accounts review indicates that:

- There is an approved payment arrangement or an alternative to foreclosure; or
- A complete Borrower Response Package is received and the Servicer is still within the 30-day evaluation time period for evaluating the package as prescribed in Section 9102.5(c); or
- The Servicer has extended an offer for an alternative to foreclosure (except for an offer for a Freddie Mac Standard Short Sale ("short sale") or Freddie Mac Standard Deed-in-Lieu of Foreclosure ("deed-in-lieu of foreclosure")), and the period for the Borrower's response has not expired; or
- The Borrower is conditionally approved for mortgage assistance under the Hardest Hit Funds initiative as set forth in Section 9211.1; or
- The Borrower has accepted an offer for an alternative to foreclosure and is performing in accordance with its terms

Note: The Mortgage must be referred to foreclosure and foreclosure proceedings must continue if the Servicer sends the Borrower an offer to pursue a short sale or deed-in-lieu of foreclosure.

To accept an offer

A Borrower's notification to the Servicer that he or she intends to accept an offer to an alternative to foreclosure may be demonstrated as follows:

- Verbal notification
- Written notification

If a payment is required to legally accept an alternative to foreclosure offer, and the Borrower does not communicate a verbal or written rejection of the alternative to foreclosure offer, the Servicer must postpone referral to foreclosure, where legally permitted, at least through the last day of the month in which the first payment is due under the terms of the alternative to foreclosure offer or until the deadline for Borrower acceptance has passed. If the Servicer receives the first payment timely in accordance with the terms of a Trial Period Plan, the Servicer must delay the next legal action unless the Borrower breaches the plan.

Additionally, unless Freddie Mac requires the Servicer to obtain Freddie Mac's approval prior to referral to foreclosure (refer to Section 9301.9 for instances where Freddie Mac must approve the referral of the Mortgage to foreclosure), if the Borrower has abandoned the property, then the Servicer may refer to foreclosure as soon as it is legally possible to do so.

(d) Mortgages insured by the FHA or guaranteed by the VA or RHS or covered by mortgage insurance

The Servicer must comply with the foreclosure referral requirements of the FHA, VA, RHS or MI, if applicable.

(b) Performance measurement

Regardless of the reason for the delay in referral to foreclosure beyond 150 days from the DDLPI (120st day of Delinquency), the Servicer's performance will be measured against Freddie Mac's State foreclosure timelines (refer to Exhibit 83, Freddie Mac State Foreclosure Timelines).

9301.8: Approving referral to foreclosure on a First Lien Mortgage (03/02/16)

(a) Referral to foreclosure on a First Lien Mortgage

The Servicer is responsible for referral to foreclosure on a First Lien Mortgage. The Servicer does not need Freddie Mac's approval unless one or more of the following conditions exist.

If the Property Has...	Then the Servicer Must...	And...
Hazardous Substances located on or near that could impact the habitability, value or occupancy of the property	Request Freddie Mac's approval to refer to foreclosure by submitting a detailed description of the issue and the Servicer's recommendation for a First-Lien Mortgage to Freddie Mac **(see Directory 5)** within five Business Days of discovering the condition	Freddie Mac will approve or deny the referral to foreclosure and provide any necessary instructions to the Servicer
Damage from fire, flood or natural or man-made disaster		
Deteriorated and requires asset preservation or the property is a Manufactured Home that has significantly decreased in value		
A forfeiture action being litigated		

If the 2- to 4-unit property was built before 1978 and located in Massachusetts, refer to Section 9301.8(c) before initiating foreclosure. If the property was built before 1960 and located in New York City (Brooklyn, Bronx, Manhattan, Queens or Staten Island), refer to the requirements in Section 9202.7 before initiating foreclosure.

Refer to Chapter 8403 for additional Servicing requirements for Servicing Mortgages on distressed properties.

Refer to Chapter 8404 for additional requirements for Mortgages secured by properties affected by a disaster.

(b) Referral to foreclosure on Servicemembers or their Dependents

The Servicemembers Civil Relief Act, State Military Relief Laws and Freddie Mac-specific protections provided in Chapter 8503 limit the ability of a Servicer to refer to or complete foreclosure on Mortgages involving Servicemembers or Dependents, as those terms are defined in Chapter 8503. If the Servicer believes there are circumstances that warrant an exception to these requirements, the Servicer must submit Form 105, Multipurpose Loan

Servicing Transmittal for a First-Lien Mortgage, and provide all relevant information supporting the exception request. Refer to Chapter 8503 for further details regarding foreclosure limitations involving Servicemembers and Dependents.

(c) Tenant-occupied properties built before 1978

Before referring a Mortgage to foreclosure on a tenant occupied property built before 1978, the Servicer must conduct a search of records at the local oversight authority that administers lead-based paint law and/or health code compliance (such as a State or local Department of Health or Department of Housing) to determine whether there are any outstanding lead-based paint or health code citations or violations against the property or property owner.

If there are any outstanding citations or violations, or if the Servicer is aware of any lead-based paint litigation affecting the property or property owner, then the Servicer must notify Freddie Mac **(see Directory 5)** and include the following:

1. The number and ages of children less than seven years old residing in the property

2. A copy of the citation

3. Copies of documentation related to a lead-based paint violation

After reviewing the documentation, Freddie Mac will provide the Servicer with instructions on the course of action to take.

9301.9: Referral to foreclosure documentation requirements (03/02/16)

Appropriate foreclosure documentation includes, but is not limited to, all documents required by the foreclosure counsel to complete the first legal action. The Servicer must continue to comply with applicable law, but at a minimum, must supply the foreclosure counsel with the following:

1. Copies of the Note (or the original Note if required by applicable law) evidencing the indebtedness along with any intervening assignments, endorsements, powers of attorney or any applicable modifying instrument, such as a modification, a conversion agreement or an assumption of indebtedness and release of liability agreement

2. Mortgage or deed of trust

3. Copy of the original title insurance policy

4. Copy of the breach, acceleration or demand letter sent to the Borrower

5. Military affidavits

6. Executed Substitution of Trustee, as necessary

7. Payoff statement with per diem interest as of the date of the foreclosure referral

8. Send foreclosure counsel the following information by facsimile transmission or other electronic means:

   - Name, mailing address and telephone number of the Borrower(s)

   - Property address (if different from the Borrower's mailing address)

   - A statement that the Mortgage is a Freddie Mac-owned Mortgage and includes the nine-digit Freddie Mac loan number

   - Name and address of the person to contact in the Servicer's foreclosure department

If Freddie Mac needs to execute a document for the Servicer to conduct the foreclosure, the Servicer must submit the document with Form 105, Multipurpose Loan Servicing Transmittal, to Freddie Mac **(see Directory 5)**. Refer to Section 9301.12 for assigning Security Instruments back to the Servicer if an assignment of the Security Instrument to Freddie Mac has been recorded.

Referral to foreclosure documentation requirements on a Mortgage secured by a Manufactured Home

In addition to the above requirements, if the Mortgage is secured by a Manufactured Home, the Servicer must notify the foreclosure counsel that the property is a Manufactured Home when it submits the case to the foreclosure counsel. The Servicer must also provide the foreclosure counsel with evidence that the property is legally classified as real property under the laws in the State where the property is located.

(a) Evidence that the property is real property in a non-certificate of title State

The Servicer must provide the foreclosure counsel with copies of the following documentation in non-certificate of title States (see Section 5703.7) evidencing that the Manufactured Home and the land are real property under the laws of the State where the property is located:

- Information stating the legal basis (statutory or common law) for determining that the Manufactured Home is real property that is exempt from certificate of title requirements. This information may be included in the documentation received at origination of the Mortgage from the title insurance company that the Manufactured Home is real property, and

- Evidence that a certificate of title has not been issued, such as the manufacturer's statement of origin, if the manufacturer's statement of origin is not required to be surrendered to a State agency

(b) Evidence that the property is real property in a certificate of title surrender State

The Servicer must provide the foreclosure counsel with copies of the following documentation in certificate of title surrender States (see Section 5703.7) evidencing that the Manufactured Home and the land are real property under the laws of the State where the property is located:

- A certificate of cancellation, notification letter or other acknowledgment from the Department of Motor Vehicles (DMV) or the appropriate State agency to which the certificate of title was surrendered, or a copy of the documents submitted in connection with the surrender along with evidence that the documents were delivered and received by the appropriate State agency, and

- Copies of the documents, such as an affidavit of affixture, recorded in the land records as part of the title surrender procedures to show the Manufactured Home has been converted to real property

(c) Evidence of clear and marketable title to the Manufactured Home and land in certificate of title States

The Servicer must provide the foreclosure counsel with the following documentation in certificate of title States (see Section 5703.7) evidencing the Borrower's ownership of both the Manufactured Home and the land on which it is permanently affixed and documentation evidencing that the land is legally classified as real property under the laws in the State where the property is located:

- The original or a copy of the certificate of title showing the Borrower as owner of the Manufactured Home. The certificate of title must have a notation of the original Seller/Servicer's security interest in the Manufactured Home in the name of the Seller and its successors in interest and assigns and have a notation of all intervening assignments from the original mortgagee to each successive Servicer, ending with the current Servicer, and

- A copy of the deed evidencing ownership of the land showing the owner of the land on the deed to be identical to the owner of the Manufactured Home on the certificate of title

This and any other relevant information must be provided within five days of the referral to foreclosure so that the foreclosure counsel has the information necessary to simultaneously enforce the liens (whenever possible) and so as not to unnecessarily lengthen the foreclosure process.

9301.10: Choosing a judicial or nonjudicial foreclosure process (03/02/16)

In States where the Servicer has the option of pursuing a judicial or nonjudicial foreclosure process, the Servicer must choose the nonjudicial process. However, if the Servicer determines its filing of a judicial foreclosure will preserve the right to pursue a deficiency judgment, and/or is in Freddie Mac's best interests, the Servicer should refer to Exhibit 57A, Approved Attorney Fees and Title Expenses, to determine if Freddie Mac has approved judicial foreclosure attorney fees in the State.

If Freddie Mac has approved judicial foreclosure attorney fees in the State, the Servicer may pursue a judicial foreclosure process without Freddie Mac's approval.

If Freddie Mac does not have approved judicial foreclosure attorney fees in the State, or the filing of a judicial foreclosure will incur additional attorney fees exceeding the expense limits in Exhibit 57A, the Servicer must obtain Freddie Mac's approval prior to referral to judicial foreclosure by submitting a request for pre-approval via the Freddie Mac Reimbursement System.

Refer to Section 9301.24 regarding when to request Freddie Mac's approval to preserve deficiency rights.

9301.11: Obtaining the original Note (03/02/16)

If physical or constructive possession of the original Note is needed to perform the foreclosure, the Servicer must request the Note from the Document Custodian maintaining the Note by submitting to the Document Custodian a completed Form 1036, Request for Physical or Constructive Possession of Documents, or an electronic or system-generated version of the form (or, in the case of the Designated Custodian, a copy of the electronically generated 1036 Release Receipt Report) in accordance with the requirements of Section 8107.1(b).

If there is a full or partial reinstatement of the Mortgage, the Servicer must return the Note to the Document Custodian with either the original Form 1036 or a copy.

9301.12: Foreclosing in the Servicer's name (03/02/16)

(a) Conducting the foreclosure

The Servicer must instruct the foreclosure counsel to process the foreclosure in the Servicer's name and in a manner that would avoid any obligation to pay a transfer tax. However, the Servicer may instruct foreclosure counsel to conduct the foreclosure in Freddie Mac's name if applicable law:

- Precludes the Servicer from conducting the foreclosure in its name because it owns or services a subordinate Mortgage on the Mortgaged Premises, or

- Requires the foreclosure to be processed in Freddie Mac's name to avoid any obligation to pay a transfer tax and foreclosure counsel could not otherwise process the foreclosure in a manner that would successfully avoid imposition of the transfer tax obligation

For these special circumstances, the Servicer does not need to obtain written approval but must notify Freddie Mac within two Business Days of the Servicer's determination to foreclose in Freddie Mac's name and record the basis of the decision in the Mortgage file. All notifications must be sent via e-mail **(see Directory 5)**. For all other circumstances in which the Servicer may need to instruct foreclosure counsel to conduct the foreclosure in Freddie Mac's name, the Servicer must obtain written approval from Freddie Mac (refer to Section 9402.2 regarding initiating legal actions on Freddie Mac's behalf).

When processing the foreclosure in Freddie Mac's name, all pleadings and related documents must comply with Section 9402.2(c). The Servicer remains obligated to notify Freddie Mac pursuant to Section 9501.12 in the event that any foreclosure conducted in Freddie Mac's name evolves into a non-routine litigation matter (see Section 9402.2).

When a Servicer conducts the foreclosure in Freddie Mac's name, the Servicer is not permitted to have the same foreclosure counsel represent the Servicer or another lien holder in the same proceeding. Freddie Mac does not consent to dual representation of Freddie Mac and another lien holder on the same property.

(b) Executing documents

If Freddie Mac needs to execute a document for the Servicer to process the foreclosure, or execute a document related to a foreclosure sale, the Servicer must submit Form 105, Multipurpose Loan Servicing Transmittal, to Freddie Mac **(see Directory 5)** with all supporting documentation, which may include, but is not limited to, the last recorded document in the chain of title, and include the document Freddie Mac needs to execute.

If an assignment of the Security Instrument to Freddie Mac has been recorded and the Servicer is conducting the foreclosure in its name, then the Security Instrument must be assigned back to the Servicer before the foreclosure counsel files the first legal action. Refer to Section 9301.16 for an explanation of first legal action.

To have the Security Instrument assigned back to the Servicer, the Servicer must submit a completed assignment with a Request for Assistance Form (available at: **http://www.freddiemac.com/cim/docex.html**), to Freddie Mac **(see Directory 9)**. Freddie Mac will endeavor to execute the assignment and return it to the Servicer within 10-12 Business Days of receiving the documents.

If the Servicer is foreclosing on a Mortgage registered with MERS®, the Servicer must prepare and execute (using the Servicer's employee who is a MERS authorized "signing officer") an assignment of the Security Instrument from MERS to the Servicer. The Servicer must record the prepared assignment where required by State law. State mandated recordings are non-reimbursable by Freddie Mac, are not considered part of the Freddie Mac allowable foreclosure counsel fees and must not be billed to the Borrower.

If the Mortgage is an FHA, Section 502 GRH or VA Mortgage, then the Servicer must follow FHA, RHS or VA guidelines to determine in whose name the foreclosure action should be brought.

Refer to Section 6301.6 for additional information on Freddie Mac's requirements for assignments of the Security Instrument.

9301.13: Solicitation during the foreclosure process (03/02/16)

Refer to Bulletin 2015-22, which announced revisions to Borrower contact and solicitation requirements that may be implemented prior to the mandatory implementation of the June 1, 2016 effective version of this section.

(a) Continued collection efforts and solicitation during the foreclosure process

If a Servicer previously determined that a Borrower, who was less than 60 days delinquent at the time of evaluation, did not qualify for any alternative to foreclosure and the Borrower subsequently becomes 60 days delinquent, then the Servicer must continue its solicitation and collection efforts with the Borrower in accordance with the requirements of Chapter 9102. Continued solicitation includes sending another Borrower Solicitation Package, as applicable, if documentation needs to be refreshed in order to perform the subsequent evaluation of the Borrower for alternatives to foreclosure.

Attempts to contact any delinquent Borrower and related loss mitigation solicitations must continue throughout the foreclosure process and up to 60 days prior to a foreclosure sale date for judicial foreclosures or 30 days prior to a foreclosure sale date for non-judicial foreclosures, unless:

- The Servicer has established quality right party contact with the Borrower and determined that the Borrower does not intend to pursue an alternative to foreclosure, or

- The Servicer has evaluated the Borrower for alternatives to foreclosure in accordance with the evaluation hierarchy in Section 9201.2, and determined foreclosure is the appropriate course of action. (This includes any required evaluation of a Borrower who was initially evaluated when less than 60 days delinquent and subsequently became 60 days or more delinquent, as applicable.)

Loss mitigation solicitations while the Mortgage is in foreclosure must be communicated to and coordinated with the foreclosure counsel, as appropriate. A Servicer must keep the foreclosure counsel informed of the status of relevant alternative to foreclosure negotiations and must notify the foreclosure counsel within two Business Days after arrangements for an alternative to foreclosure have been agreed to or within two Business Days after the Mortgage is fully reinstated.

(b) Solicitation from the foreclosure counsel

Within five Business Days following the foreclosure referral, the Servicer must instruct the foreclosure counsel to send the Borrower a post-referral to foreclosure solicitation letter. The foreclosure counsel, in its discretion, may modify the content of the letter as described below, choose to send the letter at a later date, and/or opt not to send the letter in order to comply with applicable law. For example, the property is located in a jurisdiction subject to a mediation or settlement conference process where the Borrower must receive a written request to participate in such process and the requirement to provide the post-referral to foreclosure solicitation letter conflicts with such local or State law.

This post-referral to foreclosure solicitation letter, subject to applicable law, must communicate the following:

- The Servicer may have sent to the Borrower one or more Borrower Solicitation Packages
- The Borrower can still be evaluated for an alternative to foreclosure even if the Borrower previously indicated disinterest
- If the Borrower has not received or no longer has the Borrower Solicitation Package, then the Borrower should contact the Servicer to obtain a Borrower Solicitation Package
- The Borrower must submit a complete Borrower Response Package to the Servicer in order to be considered for alternatives to foreclosure
- The Servicer's contact information for submitting a complete Borrower Response Package

Foreclosure counsel may:

- Amend the post-referral to foreclosure solicitation letter to address situations where a court could fail or refuse to halt the sale
- Include contents of the Borrower Solicitation Package as set forth in Section 9102.5(b) with the post-referral to foreclosure solicitation letter provided to the Borrower
- Combine other notices and disclosures, when appropriate, with the post-referral to foreclosure solicitation letter

- Modify the content of the post-referral to foreclosure solicitation letter, send the letter at a later date, or opt not to send the letter as necessary to comply with applicable federal, State and local law

9301.13: Solicitation during the foreclosure process (Future effective date 06/01/16)

If a Servicer previously determined that a Borrower, who was less than 60 days delinquent at the time of evaluation, did not qualify for any alternative to foreclosure and the Borrower subsequently becomes 60 days delinquent, then the Servicer must continue its solicitation and collection efforts with the Borrower in accordance with the requirements of Chapter 9102. Continued solicitation includes sending another Borrower Solicitation Package, as applicable, if documentation needs to be refreshed in order to perform the subsequent evaluation of the Borrower for alternatives to foreclosure.

Attempts to contact any delinquent Borrower and related loss mitigation solicitations must discontinue up to 60 days prior to a foreclosure sale date for judicial foreclosures or 30 days prior to a foreclosure sale date for non-judicial foreclosures.

Loss mitigation solicitations while the Mortgage is in foreclosure must be communicated to and coordinated with the foreclosure counsel, as appropriate. A Servicer must keep the foreclosure counsel informed of the status of relevant alternative to foreclosure negotiations and must notify the foreclosure counsel within two Business Days after arrangements for an alternative to foreclosure have been agreed to or within two Business Days after the Mortgage is fully reinstated.

9301.14: Servicer's responsibility to work with foreclosure counsel (03/02/16)

(a) After Servicer referral

Once the Servicer has referred a Mortgage to foreclosure, the Servicer must work with the foreclosure counsel to:

1. Identify any viable alternatives to foreclosure
2. Monitor the progress of the foreclosure
3. Facilitate prompt and efficient completion of the foreclosure proceedings and acquisition of clear and marketable title, including conducting the foreclosure in a way that will expedite an eviction of the tenant or Borrower

(b) Communication

Servicer must maintain communication with the foreclosure counsel so that the Servicer can manage the foreclosure effectively. No less than one time per month, the Servicer must require the foreclosure counsel to report the status of the foreclosure, request any documentation needed from Servicer and report any relevant information to the Servicer. The Servicer must maintain this information in the Mortgage file or on its Mortgage system.

(c) Compliance

A Servicer must ensure foreclosure counsel complies with the Servicemembers Civil Relief Act (SCRA) and all State Military Relief Laws as they apply to any Borrower or Mortgage including verification that the Borrower is not a Servicemember currently serving a Period of Military Service (as those terms are referenced in Section 8503.1), or if the Borrower was a Servicemember, that more than one year has elapsed since their period of Military Service ended. (See Section 9701.11 regarding when verification should be completed by foreclosure counsel).

(d) Providing information to the foreclosure counsel

For any Mortgage that the Servicer refers for foreclosure, the Servicer must provide complete written reinstatement or payoff figures to foreclosure counsel, workout specialist or outsourcing vendor requesting the information. This information must be provided within two Business Days of the date on which a written request is received. The Servicer may provide the written reinstatement or payoff figures via a paper document, facsimile or e-mail.

If the foreclosure counsel requests additional information and/or documentation from the Servicer (such as certificates of judgment), at any time, the Servicer must provide such requested information and/or documents within three Business Days after receipt of the request, or within such earlier time frame if necessary to comply with timing requirements under applicable law or court orders and procedures.

(e) Foreclosure counsel fees

Foreclosure counsel fees and costs must be reasonable and comparable to those customarily charged in the area where the property is located. Exhibit 57A, Approved Attorney Fees and Title Expenses, provides Freddie Mac's expense limits for foreclosure counsel fees. The Servicer must obtain Freddie Mac's written approval prior to incurring foreclosure counsel fees in excess of the expense limits. Refer to Section 9701.3 for details on obtaining Freddie Mac's written pre-approval for exceeding the expense limits in Exhibit 57A.

(f) Fees and Borrower's defenses

Freddie Mac will reimburse the Servicer for Freddie Mac's proportionate share of expenses for responding to Borrower defenses. Refer to Section 9402.2 and Chapter 9701 for details regarding expense reimbursements.

9301.15: Reporting requirements (03/02/16)

The Servicer must notify Freddie Mac via an EDR transmission within the first three Business Days of the month following the month that the Servicer referred the Mortgage to foreclosure. Use a default action code of 43 and provide the date the Mortgage was referred to foreclosure. For additional information on EDR requirements, refer to Section 9102.8.

(a) Monthly foreclosure reporting

Once the Servicer has reported that a Mortgage has been referred to foreclosure the Servicer must report a default action code 68 (Date of first legal action) with the corresponding date of the first legal action (as defined in Section 9301.16). The Servicer must continue to report that the Mortgage is in foreclosure in its monthly EDR transmission using a default action code of 43 (Referred to foreclosure) until:

- The Servicer reports the results of a foreclosure sale or the execution of a deed-in-lieu of foreclosure, or
- The Servicer reports that the Mortgage is fully reinstated or paid off, or
- A workout is completed

For additional information on EDR requirements, refer to Section 9102.7.

(b) Responding to and reporting Borrower defenses

(i) Responding to Borrower defenses

The Servicer must respond to legal actions brought by the Borrower during the foreclosure. Refer to Chapter 9401 for specific requirements for handling bankruptcy and routine litigation and Chapter 9402 for non-routine litigation actions.

(ii) Reporting a bankruptcy filing

If the Borrower files bankruptcy during the foreclosure process, the Servicer must report the bankruptcy filing to Freddie Mac. The Servicer must submit this notification via an EDR transmission within the first three Business Days of the month following the month that the bankruptcy was filed. The Servicer must include the date of the filing and the applicable default action code to indicate the bankruptcy chapter number, as shown below.

Bankruptcy Chapter	Default Action Code
Chapter 12 bankruptcy petition filed	59

Chapter 7 bankruptcy petition filed	65
Chapter 11 bankruptcy petition filed	66
Chapter 13 bankruptcy petition filed	67

The Servicer must also notify Freddie Mac when the bankruptcy plan is confirmed by reporting a default action code of 69 (Bankruptcy plan confirmed), and providing the date the plan was confirmed, or in the event of a scheduled Bankruptcy Cramdown, by reporting a default action code of 35 (Bankruptcy Cramdown Scheduled). The Servicer must continue to report each month that the Borrower is in bankruptcy until the bankruptcy is cleared or the stay lifted and the Servicer has reported the event to Freddie Mac.

When the bankruptcy is cleared or the stay is lifted, the Servicer must notify Freddie Mac via an EDR transmission within the first three Business days of the month following the month that the action occurred. Use a default action code of 76 (Bankruptcy court clearance obtained/stay lifted) and provide the date that the action occurred.

For additional information on EDR requirements refer to Section 9102.7.

(iii) Reporting a contested foreclosure and/or other litigation

The Servicer must notify Freddie Mac of a contested foreclosure. The Servicer must also notify Freddie Mac of any pending litigation that affects the enforceability of the Mortgage or the marketability of the property securing the Mortgage. (Refer to Section 9402.2.) The Servicer must submit this notification via an EDR transmission within the first three Business Days of the month following the month in which the Servicer became aware of the contested foreclosure or other litigation. Use a default action code of 33 (Contested foreclosure and litigation) and provide the date that the action occurred.

The Servicer must report each month that the foreclosure is being contested or about the other litigation as long as the case is pending.

For additional information on EDR requirements, refer to Section 9102.7.

(c) Reporting the scheduled foreclosure sale date

The Servicer must notify Freddie Mac via an EDR transmission within the first three Business Days of the month following the month that a foreclosure sale has been scheduled, by reporting a default action code of 71 (Foreclosure sale scheduled) along with the scheduled sale date. When the Servicer reports the scheduled foreclosure sale in its EDR transmission, the Servicer must also indicate that the Mortgage is in foreclosure using a

default action code of 43 (Referred to foreclosure). Therefore, the Servicer will be reporting multiple default action codes in the same EDR transmission.

For additional information on EDR requirements, refer to Section 9102.7.

9301.16: What is the first legal action in the foreclosure process? (03/02/16)

The first legal action is the first public action required in the jurisdiction where the property is located to commence the foreclosure process. The first legal action may include:

- For judicial foreclosures, a complaint, petition, order to docket or notice of hearing
- For non-judicial foreclosures, recording a notice of default or publication of a notice of sale
- For foreclosures other than judicial and non-judicial foreclosures, if any, the earliest document that establishes, sets or schedules a date for a foreclosure sale

This first legal action must take place after the referral to foreclosure. (Refer to Sections 9301.5, 9301.6, 9301.7 and 9301.9.)

9301.17: Expedited foreclosure if property is vacant or abandoned (03/02/16)

Some jurisdictions permit an expedited or alternative foreclosure process if the Mortgaged Premises is vacant or abandoned. If the Servicer decides it is in Freddie Mac's best interest to pursue an expedited foreclosure as a result of the occupancy status of the Mortgaged Premises, then the Servicer may proceed with an expedited foreclosure.

Requesting additional attorney fees

If the Servicer believes that pursuing an expedited foreclosure is in Freddie Mac's best interest and knows that additional attorney fees will be incurred when processing this expedited foreclosure, the Servicer must submit a request for pre-approval to Freddie Mac via the Freddie Mac Reimbursement System to recommend incurring additional attorney fees to complete the expedited foreclosure. The Servicer must send the recommendation to Freddie Mac before the Servicer incurs additional fees; otherwise, Freddie Mac will not reimburse for those fees. Under no circumstances should the Servicer delay initiating foreclosure to obtain Freddie Mac's approval to pursue an expedited foreclosure.

9301.18: Obtaining judgment for less than total indebtedness (03/02/16)

While Servicers are required to obtain judgment against the Borrower for the total indebtedness due under the Note and Mortgage in accordance with applicable law and the Guide, there may be cases where the foreclosure proceeding will be significantly shortened if the Servicer only seeks judgment for any amount less than the total indebtedness (e.g., for only principal and interest owed by the Borrower). If the Servicer determines that obtaining judgment for any amount less than the total indebtedness is in Freddie Mac's best interest, it may do so. The Servicer must record the decision to obtain judgment for a lesser amount and the grounds for its decision in the Mortgage file.

Prior to obtaining final judgment of foreclosure on any amount less than the total indebtedness, the Servicer must ensure that:

- All requirements of the Guide have been met
- The ratio of the sum of principal and interest to the market value of the Mortgaged Premises is 100% or more. The Servicer must obtain the value of the Mortgaged Premises in accordance with Section 9202.16, as if the Servicer were obtaining an "estimated market value" of the Mortgaged Premises for a short sale (see Section 9208.5(b) for instructions on obtaining a short sale property value).
- In the event the Borrower reinstates or satisfies the Mortgage after judgment is obtained, the Servicer must instruct foreclosure counsel to vacate the judgment. If this is not possible and the Servicer has unreimbursed expenses or advances that are not collectable because it obtained judgment for an amount less than the total indebtedness, the Servicer may not seek reimbursement from Freddie Mac for those expenses or advances.

9301.19: Expedited foreclosures (03/02/16)

Servicers must always consider how to resolve a Freddie Mac Default Legal Matter in a way that obtains the best result for Freddie Mac and in a legally-compliant manner. While Servicers are not required to use expedited methods identified in this chapter, if a Servicer does proceed with an expedited method, it must adhere to the requirements set forth in this chapter.

This chapter provides requirements for expediting Freddie Mac Default Legal Matters, such as:

- Waiving Freddie Mac's right to pursue deficiency actions against a Borrower
- Expediting the foreclosure if the property is identified as vacant/abandoned
- Obtaining default judgment for an amount less than total amount owed by the Borrower
- State-specific methods for expediting Freddie Mac Default Legal Matters

9301.20: Expedited foreclosures – Florida (03/02/16)

(a) Determining the judgment method

In the State of Florida, Servicers may obtain judgment in connection with a foreclosure in several ways, including the following:

- Motion for summary judgment
- Bulk trial foreclosures
- Order to show cause
- Obtaining judgment for less than the total indebtedness as described in Section 9301.18

Foreclosure timeline requirements set forth in Section 9301.45 will not be waived regardless of the procedure the Servicer follows when foreclosing the Mortgage.

(b) Motion for summary judgment

Servicers may move for summary judgment against the Borrower using the expense limits set forth in Exhibit 57A, Approved Attorney Fees and Title Expenses.

(c) Bulk trial foreclosures

Servicers may utilize bulk trial foreclosures to accelerate foreclosures. This option can be used for Freddie Mac Default Legal Matters that were:

- Referred to law firms on or after June 1, 2013 or
- Referred to law firms before June 1, 2013 and for which the foreclosure complaint has been filed, but final judgment of foreclosure has not yet been entered

Servicers and their counsel must use their discretion to determine whether the bulk trial foreclosure process is appropriate for the jurisdiction, the Mortgage and the Mortgaged Premises that is the subject of the foreclosure.

Reimbursement of expenses

Pursuant to Section 9701.11, Freddie Mac will reimburse Servicers for approved attorney fees as set forth in Exhibit 57A. Servicers will be reimbursed for 104SF claims submitted through the Freddie Mac Reimbursement System for additional attorney fees associated with the use of the bulk trial foreclosure process up to a maximum of $1,750. This is the maximum legal fee for all work necessary to complete bulk trial foreclosures, including, but not limited to:

- Identification of bulk trial foreclosure candidates
- Pre-trial preparation and correspondence
- Preparation of trial orders
- Witness preparation
- All necessary court appearances

This fee is in addition to the foreclosure attorney fee. Servicers must use expense code 010009 (Bulk Trial Foreclosure/Inquest Process) when submitting a claim request in the Reimbursement System for the additional trial fees associated with the bulk trial foreclosure process. Legal expenses paid by the Servicer must match or exceed the reimbursement request.

(d) Order to show cause

Servicers may foreclose using motions for order to show cause against the Borrower subject to the expense limits set forth in Exhibit 57A.

(e) Default judgment

Servicers may move for default judgment against the Borrower in accordance with Sections 9301.18 and 9301.23.

9301.21: Expedited foreclosures – Illinois (03/02/16)

In Illinois, Servicers may obtain a consent judgment from a Borrower and take title to the Mortgaged Premises on behalf of Freddie Mac instead of selling the Mortgaged Premises at foreclosure sale.

Servicers must comply with the requirements in Section 9301.2 and applicable law prior to obtaining a consent judgment pursuant to this section. Servicers may also offer a relocation incentive to a qualified Borrower as described in this section.

(a) General requirements

- The Mortgaged Premises must be located in Illinois
- Servicers may seek reimbursement from Freddie Mac, subject to the expense limits set forth in Exhibit 57A, Approved Attorney Fees and Title Expenses
- Payments from Freddie Mac or the Borrower to subordinate lienholders, if any, are not permitted. Most subordinate liens will be extinguished by operation of law once the consent judgment is final.

(b) Relocation incentive requirements

The Servicer may pay a relocation incentive of up to $3,000 to the Borrower in a manner similar to the relocation assistance for completion of a Freddie Mac Deed-in-Lieu of Foreclosure ("deed-in-lieu of foreclosure") if the Borrower occupies the Mortgaged Premises as his or her Primary Residence at the time the Borrower consents to judgment provided that:

1. If the Borrower receives relocation assistance from a source other than Freddie Mac or the Servicer, such as an employer, the Servicer must reduce the amount of Freddie Mac's relocation assistance by the amount received from the other source. If the Borrower will receive relocation assistance from a source other than Freddie Mac or the Servicer and the amount is equal to or greater than $3,000, Freddie Mac will not provide any relocation assistance to the extent that the Servicer is aware of such payment.
2. Borrowers subject to Permanent Change of Station (PCS) orders will not be eligible for Freddie Mac relocation assistance as the government assists in defraying the costs of the service member's relocation

3. The Servicer must conduct an interior inspection of the Mortgaged Premises to ensure that it is vacant, undamaged and in broom-swept condition in the same manner and under the same requirements as stated in Section 9209.5 for a deed-in-lieu of foreclosure, unless the property is a 2- to 4-unit property and Freddie Mac allows tenants to remain in one or more unit(s); in which case, the Servicer must ensure the remaining units are vacant, undamaged and in broom-swept condition. The Servicer must take all necessary actions to protect the Mortgaged Premises from waste, damage and vandalism.

   - If the property inspection reveals any environmental hazards or legal concerns as described in Section 9209.2(c), the Servicer must contact Freddie Mac for approval prior to obtaining the consent judgment

   - If the property inspection indicates that the Mortgaged Premises was not left in broom-swept condition or there is damage to the Mortgaged Premises, the Servicer must proceed to judgment and do all of the following:

     - Estimate the costs for remediating the issues

     - Reduce the Borrower relocation assistance by the estimated amount

     - Secure the property following the requirements in Section 9603.1

   - Freddie Mac will reimburse the Servicer for the actual cost of a final property inspection conducted by an outside service up to the expense limits stated in Exhibit 57, 1- to 4-Unit Property Approved Expense Amounts. Refer to Section 9701.9 for details regarding reimbursement of property inspection costs.

4. Once the final amount of relocation assistance has been determined, the consent judgment has been obtained and the Mortgaged Premises have been inspected and found to be in acceptable condition, the Servicer must disburse to the Borrower the relocation assistance payment. The Servicer must distribute the relocation assistance funds no more than 30 days after entry of judgment. The Servicer may request reimbursement for the relocation assistance from Freddie Mac via the Freddie Mac Reimbursement System.

5. In addition to the relocation assistance offered by Freddie Mac, the Servicer may in its discretion offer the Borrower an additional financial incentive to obtain the consent of the Borrower to entry of judgment. Any relocation assistance provided by the Servicer will be in addition to the relocation assistance amount provided by Freddie Mac and the Servicer's assistance amount does not have to be subtracted from the assistance amount Freddie Mac will pay. If the Servicer does offer its own relocation assistance, it must provide the assistance from its own funds, as a payment made directly to the Borrower.

6. The relocation assistance payment may not be applied to other debts secured by the Mortgaged Premises or retained by the Servicer for any reason

(c) Foreclosure sale reporting

The Servicer must report the Mortgage as reverting to REO through a foreclosure sale, and not a deed-in-lieu of foreclosure. The Servicer must report the "sale results" as the amount of the judgment (as there is no foreclosure sale) and the Servicer must report the "sale date" as the date the judgment is entered.

If the Servicer also waives the deficiency in connection with obtaining the consent judgment, then the Servicer must notify Freddie Mac that the deficiency rights have not been preserved at the time the foreclosure sales results are being reported as provided in Section 9301.38.

9301.22: Expedited foreclosures – New York (03/02/16)

In New York, certain counties or courts have established guidelines for an alternative course of legal action, the New York Foreclosure Inquest Program, as a method to expedite foreclosure actions.

Servicers may utilize the New York Foreclosure Inquest Program as an alternative foreclosure process to accelerate Freddie Mac Default Legal Matters in New York. Servicers and their counsel must use their discretion to determine if the use of the New York Foreclosure Inquest Program is in Freddie Mac's best interest based on the local jurisdiction, the Mortgage and the Mortgaged Premises that is the subject of the foreclosure, and if the foreclosure action meets the eligibility criteria for inclusion in the New York Foreclosure Inquest Program as determined by the participating county or judge.

Foreclosure timeline requirements set forth in Section 9301.45 will not be waived as a result of using the New York Foreclosure Inquest Program, and will remain in effect.

Reimbursement of expenses

Servicers will be reimbursed for additional attorney fees associated with the New York Foreclosure Inquest Program up to a maximum of $1,750 for claims submitted through the Freddie Mac Reimbursement System. This is the maximum legal fee for all work necessary to complete an inquest, including, but not limited to:

- Identification of Foreclosure Inquest Program candidates
- Pre-trial preparation and correspondence
- Preparation of trial orders
- Witness preparation
- All necessary court appearances

This fee is in addition to the approved foreclosure attorney fee. Servicers must use expense code 010009 (Bulk Trial Foreclosure/Inquest Process) when submitting a claim request in the Reimbursement System for the additional trial fees associated with a Mortgage proceeding in the New York Foreclosure Inquest Program. Legal expenses paid by the Servicer must match or exceed the reimbursement request.

9301.23: When to preserve/waive deficiency rights (03/09/16)

(a) When to preserve deficiency rights

In all instances, except as set forth in this section, where the foreclosure timeline will not be extended or additional fees/costs will not be incurred above the approved expense limits set forth in Exhibit 57A, Approved Attorney Fees and Title Expenses, Servicers must work with their foreclosure attorney to preserve Freddie Mac's right to pursue a deficiency action. Freddie Mac reserves the right to pursue deficiencies after the foreclosure sale on a case-by-case basis.

If the Mortgage has mortgage insurance, the Servicer must follow the MI's instructions for pursuing deficiency judgments or waiving deficiency judgments.

(b) When to waive deficiency rights

The Servicer must adhere to the requirements provided in this section in order to waive Freddie Mac's right to pursue a deficiency judgment against a Borrower.

In many jurisdictions, applicable law provides Freddie Mac the right to pursue a deficiency balance after a foreclosure sale. In some instances, it may be in Freddie Mac's best interest to waive the right to collect the deficiency including, but not limited to, cases where a waiver will do one of the following:

- Expedite the foreclosure
- Expeditiously resolve litigation and/or bankruptcy in Freddie Mac's favor
- Result in a consent judgment conveying the Mortgaged Premises to Freddie Mac in Illinois
- Obtain a Borrower's consent to the final judgment of foreclosure on an expedited basis
- Expedite or result in the entry of an order confirming or ratifying the foreclosure sale by the court

- Minimize or avoid the imposition of additional redemption, confirmation or ratification periods, if State law would impose such additional periods

If the Servicer determines that waiving Freddie Mac's right to pursue a deficiency is in Freddie Mac's best interest, then the Servicer may use its discretion without obtaining Freddie Mac's prior approval to waive Freddie Mac's right to pursue a deficiency.

If the Servicer waives Freddie Mac's right to pursue a deficiency, then at the time it reports the foreclosure sale results as required by Section 9301.38, the Servicer must notify Freddie Mac that the deficiency rights have not been preserved.

The Servicer must record that it waived Freddie Mac's deficiency rights, as well as the grounds for its decision, in the Mortgage file.

Servicers must meet the requirements of Section 9301.38 before waiving deficiency rights.

9301.24: Circumstances where preserving deficiency rights requires additional expense (03/02/16)

If the Servicer knows that additional attorney fees will be incurred when preserving Freddie Mac's right to pursue a deficiency action, and the Servicer believes it is in Freddie Mac's best interest to preserve Freddie Mac's right to pursue a deficiency action against the Borrower, the Servicer must submit a request for pre-approval (RPA) to Freddie Mac via the Freddie Mac Reimbursement System to recommend incurring additional attorney fees to perfect Freddie Mac's rights to pursue a deficiency action. If possible, the Servicer should send the recommendation to Freddie Mac before the Servicer refers a Mortgage to foreclosure. However, under no circumstances should the Servicer delay referring a Mortgage to foreclosure to obtain Freddie Mac's approval to preserve Freddie Mac's deficiency rights. When submitting a recommendation to Freddie Mac, the Servicer must follow the instructions provided below.

Servicers must only send a recommendation to Freddie Mac if the Servicer or its attorney is able to provide justification that would outweigh both the delays in the foreclosure process, and the increased fees and costs. Servicers should include an explanation for the request in the RPA comment field along with the electronic attachment of any supporting documentation.

Servicers will not receive foreclosure timeline compensatory fee consideration for delaying the foreclosure process unless explicitly stated by Freddie Mac in its response to the Servicer's recommendation.

For all other issues related to preserving deficiency rights where additional expenses are required, Servicers should direct their questions to Freddie Mac **(see Directory 5)**.

9301.25: Abandonment (03/02/16)

Preservation of deficiency rights should be sought against a Borrower who has abandoned the property. When these cases fall outside of the requirements set forth in Section 9301.23, it is the Servicer's responsibility to send a recommendation to Freddie Mac by submitting a request for pre-approval to Freddie Mac within five Business Days of discovering the property is abandoned.

For all other issues related to abandonment as it relates to the preservation of deficiency rights, Servicers should direct their questions to Freddie Mac **(see Directory 5)**.

9301.26: Preserving the property during the foreclosure process (03/02/16)

The Servicer must take the following actions to preserve and maintain the property during the foreclosure process:

1. Ensure the property is covered by property insurance throughout the foreclosure process, in accordance with the requirements of Section 9603.11. This includes taking all actions required in the mortgage clause of all applicable property insurance policies, including, but not limited to, providing all notices to the insurer required under such clause, in order to preserve the coverage and its maximum benefits for the Servicer and/or Freddie Mac, as mortgagee.

2. Take all necessary steps to protect the property from waste, damage and vandalism

3. Obtain approval from Freddie Mac for any property preservation expenses that exceed the guidelines in Exhibit 57, 1- to 4- Unit Property Approved Expense Amounts, by submitting a request for pre-approval of expenses (RPA) to Freddie Mac via the Freddie Mac Reimbursement System.

4. Comply with any property preservation requirements of the FHA, RHS, VA or MI, if applicable

5. For leasehold Mortgages, ensure that payments required under the terms of the lease are made to prevent termination of the lease

Reporting lead-based paint violations

If during the foreclosure process the Servicer is notified that lead-based paint violations exist on the property, then the Servicer must report such violations to Freddie Mac **(see Directory 5)** within five Business Days of learning of the violation. The Servicer must include:

- The number and ages of children less than seven years old residing in the property on the form
- A copy of the citation
- Copies of documentation related to a lead-based paint violation

9301.27: Expenses that may become First Liens on the property (03/02/16)

The Servicer must obtain bills and make payment for all expenses requiring payment under the Security Instrument. Such expenses may include, but are not limited to, real estate or personal property taxes, special assessments, water bills, ground rents and other charges including condominium, homeowners association (HOA) and Planned Unit Development (PUD) regular assessments, that are, or may become, a First Lien priority on the property or that if not paid would result in the subordination of Freddie Mac's interest in the property. If the Borrower's Escrow Funds are insufficient to pay these items as they become due during foreclosure, or if there is no Escrow account or if the Escrow account does not hold funds for these expenses, the Servicer must advance funds to pay these expenses, when and to the extent necessary, to protect Freddie Mac's interest in the property.

Additionally, the Servicer must contact Freddie Mac **(see Directory 5)** and obtain Freddie Mac's written approval before making payments to taxing authorities when federal, State or local income tax liens would take priority over Freddie Mac's First Lien position.

9301.28: Complete Borrower Response Packages received after referral to foreclosure (03/02/16)

Refer to Bulletin 2015-22, which announced revisions to Borrower contact and solicitation requirements that may be implemented prior to the mandatory implementation of the June 1, 2016 effective version of this section.

(a) First Complete Borrower Response Package received after referral to foreclosure and greater than 37 days prior to the foreclosure sale date

Refer to Section 9101.4.

(b) All other Borrower Response Packages received after referral to foreclosure and greater than 37 days prior to the foreclosure sale date

If the Mortgage is subject to judicial proceedings and the Servicer receives a complete Borrower Response Package no later than 30 days after the post-referral to foreclosure solicitation letter is sent (or, within 30 days of referral to foreclosure in the event the

foreclosure counsel opts out of sending such a letter when necessary to comply with applicable law), then the Servicer must delay filing the motion for judgment, or if the motion has been filed, request the court to delay a hearing or ruling as permitted under State or local law, for up to an additional 30 days for the Servicer to review the complete Borrower Response Package and notify the Borrower of the decision.

To accept an offer

A Borrower's notification to the Servicer that he or she intends to accept an offer may be demonstrated as follows:

- Verbal notification
- Written notification

If a payment is required to legally accept an alternative to foreclosure offer, and the Borrower does not communicate a verbal or written rejection of the alternative to foreclosure offer, the Servicer must postpone foreclosure actions where legally permitted at least through the last day of the month that the first payment is due under the terms of the alternative to foreclosure offer or until the deadline for Borrower acceptance has passed. If the Servicer receives the first payment timely in accordance with the terms of a Trial Period Plan, repayment plan or forbearance plan, the Servicer must delay the next legal action unless the Borrower breaches the plan.

In the event a foreclosure sale occurs, the Servicer's performance will be measured against Freddie Mac's State foreclosure timelines without consideration given to the Servicer's postponement of the foreclosure sale (refer to Exhibit 83, Freddie Mac State Foreclosure Timelines).

Borrower Response Package received without a short sale purchase offer and foreclosure sale date is scheduled

If the foreclosure sale has been scheduled and the Servicer sends the Borrower a Borrower Evaluation Notice that is an intent to pursue a short sale based on receipt of a complete Borrower Response Package but a purchase offer was not received, then the Borrower Evaluation Notice must be amended to indicate the following:

- *Contact a real estate broker to list your property for sale if it is not currently listed*
- *Once you receive a potential buyer's offer, contact us immediately and we will review the offer to determine whether to accept it in full or partial satisfaction of your obligation*

Short sale evaluations

Once the Mortgage has been referred to foreclosure, the Servicer must continue with foreclosure proceedings during the short sale process, except where delay for motion of judgment is provided for Mortgages subject to judicial proceedings. However, the Servicer

must not complete a foreclosure sale if the short sale has been approved based on a review of a purchase offer and a complete Borrower Response Package (or other streamlined documentation permitted in Section 9208.3). The Servicer must suspend the foreclosure sale where permitted under State or local law.

Deed-in-lieu of foreclosure evaluations

Once the Mortgage has been referred to foreclosure, the Servicer must continue with foreclosure proceedings during the deed-in-lieu of foreclosure process, except where delay for motion of judgment is provided for Mortgages subject to judicial proceedings. The Servicer may only suspend foreclosure sale once the executed deed and all required deed-in-lieu of foreclosure documents have been received by the Servicer. Additionally, the Servicer must receive an executed deed from the Borrower no later than 30 days prior to the scheduled foreclosure sale date.

When considering a Borrower for a deed-in-lieu of foreclosure, the Servicer must ensure that there is sufficient time to complete processing of the deed-in-lieu of foreclosure (inclusive of sending the deed-in-lieu of foreclosure offer to the Borrower) so that the Servicer receives the executed deed no later than 30 days prior to the foreclosure sale date.

(c) Borrower Response Package received 37-15 days prior to the scheduled foreclosure sale date

If a complete Borrower Response Package (including a short sale purchase offer, as applicable) is submitted between 37 and 15 days before a scheduled foreclosure sale date, the Servicer must expedite its review and make a determination regarding the Borrower's request for assistance at least seven days before the scheduled foreclosure sale date. This will ensure that the Servicer will be able to determine whether it must send a foreclosure certification to the foreclosure counsel at least seven, but no more than 15 days prior to a scheduled foreclosure sale date, if appropriate or offer the Borrower an alternative to foreclosure.

For a short sale transaction, if the Servicer has approved the short sale based on a review of a purchase offer and a complete Borrower Response Package (or other streamlined documentation as permitted), the Servicer must suspend the foreclosure sale where permitted under State or local law.

If the Servicer sends the Borrower a Borrower Evaluation Notice that is an intent to pursue a Freddie Mac Standard Short Sale based on receipt of a complete Borrower Response Package but a purchase offer was not received, then the Borrower Evaluation Notice must be amended to indicate the following:

- *Contact a real estate broker to list your property for sale if it is not currently listed. If your property is not currently listed, there may not be adequate time to market the property or to review a potential buyer's offer prior to the foreclosure sale date.*

- *Once you receive a potential buyer's offer, contact us immediately and we will review the offer to determine whether to accept it in full or partial satisfaction of your obligation*

The "Standard Short Sale – All Other Scenarios" model clause included in Exhibit 93, Evaluation Model Clauses, is representative of this Borrower Evaluation Notice.

(d) Borrower Response Package received less than 15 days prior to the scheduled foreclosure sale date

If a complete Borrower Response Package is received less than 15 days prior to a scheduled foreclosure sale date, the Servicer must first determine whether it can conduct an expedited review of the Borrower Response Package and render a decision by the latest foreclosure certification date (i.e., seven days prior to the scheduled foreclosure sale date) and if so, the Servicer must complete the review.

If the Servicer offers the Borrower a home retention alternative to foreclosure, and the expiration of the 14-day Borrower response period will occur on or after a scheduled foreclosure sale date, it must not provide the certification to the foreclosure counsel and must make every effort to suspend the foreclosure sale for up to 14 days where legally permitted under State or local law (see Section 9301.28 for foreclosure suspension requirements related to short sales). The Servicer is not in violation of this requirement if:

- A court with jurisdiction over the foreclosure proceeding (if any), or the bankruptcy court in a bankruptcy case, or the public official charged with carrying out the activity or event, fails or refuses to halt some or all activities or events 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

- The Servicer has taken action to protect the interests of Freddie Mac in response to action taken by the Borrower or other parties in the foreclosure process (e.g., bankruptcy filed by the Borrower, situations where the Borrower files a motion that requires a response, or similar situations)

The Servicer must document in the Mortgage file if any of the foregoing exceptions to the requirement to halt an existing foreclosure action are applicable. In the event a foreclosure sale occurs, the Servicer's performance will be measured against Freddie Mac's State foreclosure timelines without consideration given to the Servicer's postponement of the foreclosure sale (refer to Exhibit 83).

Solely for the purpose of suspending foreclosure sale, a Borrower's notification to the Servicer that he or she intends to accept an offer may be demonstrated as follows:

- Written notification

- Remittance of a payment due under an alternative to foreclosure offer that requires payment (i.e., forbearance, repayment or Trial Period Plan)

If the Borrower communicates an intent to accept the alternative to foreclosure within 14 days from the date of the Borrower Evaluation Notice offer as described above, the Servicer must suspend the foreclosure sale where legally permitted under State or local law. Additionally, in cases where a payment is required under the terms of an alternative to foreclosure offer, and the Borrower communicates a written intent to accept an alternative to foreclosure offer, the Servicer must suspend the foreclosure sale until the last day of the month that the first payment is due under the terms of the alternative to foreclosure offer. If the Servicer receives the first payment timely in accordance with the terms of a Trial Period Plan, the Servicer must delay the next legal action in the foreclosure process until the first month following the end of the Trial Period Plan. If the Servicer receives the first payment timely in accordance with the terms of a repayment plan or forbearance plan, the Servicer must delay the next legal action unless the Borrower breaches the plan.

If the Borrower complies with the terms of the Trial Period or other plan and the Mortgage is modified with a fully executed modification agreement or the Delinquency is cured, the Servicer must then cancel the foreclosure action as permitted by State or local law.

Foreclosure sale postponements

Servicers are delegated to approve foreclosure sale postponements if they have determined postponing the foreclosure sale would be in Freddie Mac's best interest.

Regardless of the reason for the foreclosure sale postponement, in the event a foreclosure sale occurs, the Servicer's performance will be measured against Freddie Mac's State foreclosure timelines (refer to Exhibit 83).

When determining whether to postpone a foreclosure sale, the Servicer must comply with the requirements in Section 9301.28.

If a foreclosure sale is postponed due to the Servicer failing to provide the foreclosure certification, the Servicer will not receive any credit or consideration of State foreclosure timeline compensatory fees and will also be subject to any loss, expenses or other damages.

9301.28: Complete Borrower Response Packages received after referral to foreclosure (Future effective date 06/01/16)

(a) First Complete Borrower Response Package received after referral to foreclosure and greater than 37 days prior to the foreclosure sale date

Refer to Section 9101.4.

(b) All other Borrower Response Packages received after referral to foreclosure and greater than 37 days prior to the foreclosure sale date

If the Mortgage is subject to judicial proceedings and the Servicer receives a complete Borrower Response Package within 30 days of referral to foreclosure, then the Servicer must delay filing the motion for judgment, or if the motion has been filed, request the court to delay a hearing or ruling as permitted under State or local law, for up to an additional 30 days for the Servicer to review the complete Borrower Response Package and notify the Borrower of the decision.

To accept an offer

A Borrower's notification to the Servicer that he or she intends to accept an offer may be demonstrated as follows:

- Verbal notification
- Written notification

If a payment is required to legally accept an alternative to foreclosure offer, and the Borrower does not communicate a verbal or written rejection of the alternative to foreclosure offer, the Servicer must postpone foreclosure actions where legally permitted at least through the last day of the month that the first payment is due under the terms of the alternative to foreclosure offer or until the deadline for Borrower acceptance has passed. If the Servicer receives the first payment timely in accordance with the terms of a Trial Period Plan, repayment plan or forbearance plan, the Servicer must delay the next legal action unless the Borrower breaches the plan.

In the event a foreclosure sale occurs, the Servicer's performance will be measured against Freddie Mac's State foreclosure timelines without consideration given to the Servicer's postponement of the foreclosure sale (refer to Exhibit 83, Freddie Mac State Foreclosure Timelines).

Borrower Response Package received without a short sale purchase offer and foreclosure sale date is scheduled

If the foreclosure sale has been scheduled and the Servicer sends the Borrower a Borrower Evaluation Notice that is an intent to pursue a short sale based on receipt of a complete Borrower Response Package but a purchase offer was not received, then the Borrower Evaluation Notice must be amended to indicate the following:

- *Contact a real estate broker to list your property for sale if it is not currently listed*
- *Once you receive a potential buyer's offer, contact us immediately and we will review the offer to determine whether to accept it in full or partial satisfaction of your obligation*

Short sale evaluations

Once the Mortgage has been referred to foreclosure, the Servicer must continue with foreclosure proceedings during the short sale process, except where delay for motion of judgment is provided for Mortgages subject to judicial proceedings. However, the Servicer must not complete a foreclosure sale if the short sale has been approved based on a review of a purchase offer and a complete Borrower Response Package (or other streamlined documentation permitted in Section 9208.3). The Servicer must suspend the foreclosure sale where permitted under State or local law.

Deed-in-lieu of foreclosure evaluations

Once the Mortgage has been referred to foreclosure, the Servicer must continue with foreclosure proceedings during the deed-in-lieu of foreclosure process, except where delay for motion of judgment is provided for Mortgages subject to judicial proceedings. The Servicer may only suspend foreclosure sale once the executed deed and all required deed-in-lieu of foreclosure documents have been received by the Servicer. Additionally, the Servicer must receive an executed deed from the Borrower no later than 30 days prior to the scheduled foreclosure sale date.

When considering a Borrower for a deed-in-lieu of foreclosure, the Servicer must ensure that there is sufficient time to complete processing of the deed-in-lieu of foreclosure (inclusive of sending the deed-in-lieu of foreclosure offer to the Borrower) so that the Servicer receives the executed deed no later than 30 days prior to the foreclosure sale date.

(c) Borrower Response Package received 37-15 days prior to the scheduled foreclosure sale date

If a complete Borrower Response Package (including a short sale purchase offer, as applicable) is submitted between 37 and 15 days before a scheduled foreclosure sale date, the Servicer must expedite its review and make a determination regarding the Borrower's request for assistance at least seven days before the scheduled foreclosure sale date. This will ensure that the Servicer will be able to determine whether it must send a foreclosure certification to the foreclosure counsel at least seven, but no more than 15 days prior to a scheduled foreclosure sale date, if appropriate or offer the Borrower an alternative to foreclosure.

For a short sale transaction, if the Servicer has approved the short sale based on a review of a purchase offer and a complete Borrower Response Package (or other streamlined documentation as permitted), the Servicer must suspend the foreclosure sale where permitted under State or local law.

If the Servicer sends the Borrower a Borrower Evaluation Notice that is an intent to pursue a Freddie Mac Standard Short Sale based on receipt of a complete Borrower Response Package but a purchase offer was not received, then the Borrower Evaluation Notice must be amended to indicate the following:

- *Contact a real estate broker to list your property for sale if it is not currently listed. If your property is not currently listed, there may not be adequate time to market the property or to review a potential buyer's offer prior to the foreclosure sale date.*

- *Once you receive a potential buyer's offer, contact us immediately and we will review the offer to determine whether to accept it in full or partial satisfaction of your obligation*

The "Standard Short Sale – All Other Scenarios" model clause included in Exhibit 93, Evaluation Model Clauses, is representative of this Borrower Evaluation Notice.

(d) Borrower Response Package received less than 15 days prior to the scheduled foreclosure sale date

If a complete Borrower Response Package is received less than 15 days prior to a scheduled foreclosure sale date, the Servicer must first determine whether it can conduct an expedited review of the Borrower Response Package and render a decision by the latest foreclosure certification date (i.e., seven days prior to the scheduled foreclosure sale date) and if so, the Servicer must complete the review.

If the Servicer offers the Borrower a home retention alternative to foreclosure, and the expiration of the 14-day Borrower response period will occur on or after a scheduled foreclosure sale date, it must not provide the certification to the foreclosure counsel and must make every effort to suspend the foreclosure sale for up to 14 days where legally permitted under State or local law (see Section 9301.28 for foreclosure suspension requirements related to short sales). The Servicer is not in violation of this requirement if:

- A court with jurisdiction over the foreclosure proceeding (if any), or the bankruptcy court in a bankruptcy case, or the public official charged with carrying out the activity or event, fails or refuses to halt some or all activities or events 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

- The Servicer has taken action to protect the interests of Freddie Mac in response to action taken by the Borrower or other parties in the foreclosure process (e.g., bankruptcy filed by the Borrower, situations where the Borrower files a motion that requires a response, or similar situations)

The Servicer must document in the Mortgage file if any of the foregoing exceptions to the requirement to halt an existing foreclosure action are applicable. In the event a foreclosure sale occurs, the Servicer's performance will be measured against Freddie Mac's State foreclosure timelines without consideration given to the Servicer's postponement of the foreclosure sale (refer to Exhibit 83).

Solely for the purpose of suspending foreclosure sale, a Borrower's notification to the Servicer that he or she intends to accept an offer may be demonstrated as follows:

- Written notification

- Remittance of a payment due under an alternative to foreclosure offer that requires payment (i.e., forbearance, repayment or Trial Period Plan)

If the Borrower communicates an intent to accept the alternative to foreclosure within 14 days from the date of the Borrower Evaluation Notice offer as described above, the Servicer must suspend the foreclosure sale where legally permitted under State or local law. Additionally, in cases where a payment is required under the terms of an alternative to foreclosure offer, and the Borrower communicates a written intent to accept an alternative to foreclosure offer, the Servicer must suspend the foreclosure sale until the last day of the month that the first payment is due under the terms of the alternative to foreclosure offer. If the Servicer receives the first payment timely in accordance with the terms of a Trial Period Plan, the Servicer must delay the next legal action in the foreclosure process until the first month following the end of the Trial Period Plan. If the Servicer receives the first payment timely in accordance with the terms of a repayment plan or forbearance plan, the Servicer must delay the next legal action unless the Borrower breaches the plan.

If the Borrower complies with the terms of the Trial Period or other plan and the Mortgage is modified with a fully executed modification agreement or the Delinquency is cured, the Servicer must then cancel the foreclosure action as permitted by State or local law.

Foreclosure sale postponements

Servicers are delegated to approve foreclosure sale postponements if they have determined postponing the foreclosure sale would be in Freddie Mac's best interest.

Regardless of the reason for the foreclosure sale postponement, in the event a foreclosure sale occurs, the Servicer's performance will be measured against Freddie Mac's State foreclosure timelines (refer to Exhibit 83).

When determining whether to postpone a foreclosure sale, the Servicer must comply with the requirements in Section 9301.28.

If a foreclosure sale is postponed due to the Servicer failing to provide the foreclosure certification, the Servicer will not receive any credit or consideration of State foreclosure timeline compensatory fees and will also be subject to any loss, expenses or other damages.

9301.29: Reviews and certifications prior to foreclosure sale (03/02/16)

(a) Pre-sale account review by the Servicer

The Servicer must have written policies and procedures requiring a review of the Mortgage at least 30 days prior to the scheduled foreclosure sale date.

The Servicer must review the account history to verify compliance with all required Borrower outreach, solicitation and evaluation requirements specified in Chapters 9101 and 9102 and that there is no approved payment arrangement, pending alternative to foreclosure offer or appeal for which the Borrower response period has not expired. The Servicer must document the results of their review in its Mortgage file or servicing system.

(b) Certification to foreclosure counsel

At least seven, but no more than 15 days prior to foreclosure sale, the Servicer must review the account and send written certification to the foreclosure counsel indicating that the foreclosure sale must continue unless:

- The account review reveals that all Borrower outreach, solicitation and evaluation requirements have not been achieved, or
- There is an approved payment arrangement, pending alternative to foreclosure offer or appeal for which the Borrower response period has not expired

If any of the above exceptions apply, then the Servicer must not provide the certification and must make every effort to stop a scheduled foreclosure sale.

The Servicer must document the results of its review in its Mortgage file or servicing system.

The Servicer must work with the foreclosure counsel to develop a process for receipt of the foreclosure certification to prevent unnecessary delays. If the foreclosure counsel cancels the foreclosure sale due to the Servicer's failure to provide the foreclosure certification timely, the Servicer will be subject to compensatory fees for delays resulting from such a cancellation.

9301.30: Foreclosure sale date extensions (03/02/16)

In some instances, it may be in Freddie Mac's best interest to extend the foreclosure sale date including, but not limited to, cases when an extension of the sale will do one of the following:

- Expedite the foreclosure
- Expeditiously resolve litigation and/or bankruptcy in Freddie Mac's favor
- Obtain a Borrower's consent to the final judgment of foreclosure on an expedited basis

If the Servicer determines that extending the foreclosure sale date is in Freddie Mac's best interest, then the Servicer may use its discretion without obtaining Freddie Mac's prior approval to extend the sale. The Servicer must record the decision to extend the foreclosure sale date and the basis for its decision in the Mortgage file.

Foreclosure timeline requirements set forth in Section 9301.45 will not be waived in consideration of extending the foreclosure sale date. Servicers and their counsel must use their discretion to determine whether extending the foreclosure sale date is in Freddie Mac's best interest based on the jurisdiction, the Mortgage and the Mortgaged Premises that is the subject of the foreclosure.

9301.31: Delegated bidding (03/02/16)

The Servicer must offer a bid on all foreclosures. Freddie Mac delegates to the Servicer responsibility to establish the bid according to the guidelines in Sections 9301.34 through 9301.36. However, if any of the following conditions exist, the Servicer must contact Freddie Mac at least ten Business Days prior to the foreclosure sale date:

1. It is not in Freddie Mac's best interest for the Servicer to enter a bid in accordance with the guidelines	The Servicer must e-mail Form 105, Multipurpose Loan Servicing Transmittal, for a First-Lien Mortgage to Freddie Mac at **shortsales@freddiemac.com**
2. A hazard insurance claim is pending and the bid will jeopardize the approval or payout of the claim	The Servicer must e-mail Form 105 for a First-Lien Mortgage to Freddie Mac at **distressed_property@freddiemac.com**
3. The Servicer is unable to obtain a credit bid (see Section 9301.32 on obtaining a credit bid for foreclosure sale bidding) and bid in accordance with Section 9301.34, or the Servicer disputes the credit bid obtained in connection with a scheduled foreclosure sale	The Servicer must e-mail Form 105 for a First-Lien Mortgage to Freddie Mac at **shortsales@freddiemac.com** If the Servicer disputes the credit bid obtained in connection with a scheduled foreclosure sale, and Freddie Mac decides to update or change the credit bid obtained by the Servicer via the Freddie Mac Service Loans application, Freddie Mac will notify the Servicer that the credit bid has been updated prior to the foreclosure sale date. (See Section 9301.32 on updated credit bids.)

If Freddie Mac provides bidding instructions and/or offers a bid for a foreclosure sale in response to the contact requirements in this Section 9301.31, the Servicer must cooperate with Freddie Mac and make every effort to ensure that foreclosure counsel receives the updated bidding instructions in a timely manner so as not to delay, cancel or stop a scheduled foreclosure sale.

9301.32: When to obtain a credit bid for foreclosure sale bidding (03/02/16)

The Servicer must obtain a credit bid when preparing bids on First Lien Mortgages not covered by mortgage insurance, or when State law does not require that an appraisal report be used to set the bid (see Section 9202.16 on obtaining an appraisal report to prepare foreclosure sale bidding instructions).

To ensure the Servicer has a credit bid in time for the foreclosure sale, Freddie Mac recommends that the Servicer obtain the credit bid via the Freddie Mac Service Loans application no less than 30 and no more than 90 days before the scheduled foreclosure sale date (see Chapter 2404 for information about access to the Service Loans application). If the "good through date" returned with the credit bid is set to expire prior to the scheduled foreclosure sale date, then the Servicer needs to proactively request an updated credit bid in time for the scheduled foreclosure sale.

Freddie Mac may decide, in its sole discretion or in response to a Servicer's dispute of the credit bid (see Section 9301.31 regarding a Servicer's dispute of the credit bid obtained in connection with a scheduled foreclosure sale), to update or change the credit bid obtained by the Servicer via the Service Loans application. In such cases, Freddie Mac will notify the Servicer that the credit bid has been updated prior to the foreclosure sale date, and the Servicer must cooperate with Freddie Mac and make every effort to ensure that foreclosure counsel receives the updated bidding instructions in a timely manner so as not to delay, cancel or stop a scheduled foreclosure sale.

If the Servicer is unable to provide the updated bidding instructions to foreclosure counsel in a timely manner, or foreclosure counsel could not use the updated bidding instructions, then the Servicer must document it in the Mortgage file. Under no circumstance should the foreclosure sale be delayed because of the Servicer's receipt of an updated credit bid.

9301.33: Requirements for and reimbursement of appraisal reports (03/02/16)

(a) Requirements for appraisals

If State or local law requires an appraisal report to establish the bid amount, and Freddie Mac has given the Servicer approval to obtain an appraisal report pursuant to the provisions of Section 9202.16(a), then the appraisal report must:

1. Be completed in accordance with the requirements in Chapter 5601

2. Be dated no more than 120 days before the foreclosure sale date

3. Be completed by an appraiser who meets the requirements of Chapter 5601 and who is free from any conflict of interest or financial interest in the transaction other than the appraiser's reasonable fee for such an opinion

4. Be based on an exterior inspection, if an interior inspection cannot be obtained

5. Document any conditions that relate to the existence of Hazardous Substances or conditions that would affect the habitability, safety, value or occupancy of the property

When the appraisal report has become greater than 120 days old, the Servicer must have the appraiser recertify the appraisal report. The Servicer must not order a new appraisal report.

(b) Reimbursement of appraisal reports

Freddie Mac will reimburse the Servicer for the cost of an appraisal report ordered in compliance with Section 9202.16(a) and this section. If the Servicer needs to reaffirm the value of the property after 120 days, Freddie Mac will reimburse for a recertification of the appraisal report.

9301.34: Bidding instructions for First Lien Mortgages not covered by mortgage insurance or subject to credit enhancements (03/02/16)

For a First-Lien Mortgage not covered by mortgage insurance or subject to a credit enhancement, the Servicer must bid in accordance with the requirements provided below:

1. Unless State law requires that an appraisal report be used to set the bid, Freddie Mac recommends that the Servicer obtain the credit bid via the Freddie Mac Service Loans application no less than 30 days, but no greater than 90 days prior to the scheduled foreclosure sale date. (See Section 9301.32 on obtaining a credit bid for foreclosure sale bidding and Section 9202.16 on obtaining an appraisal report to prepare foreclosure sale bidding instructions.)

2. The Servicer must then start its bid at the minimum required by State law. If State law would impose a redemption, confirmation or ratification period because the foreclosure sale price was below a certain amount, the Servicer must bid a sufficient amount that would minimize or avoid any such additional periods from being imposed. Also, if applicable State law gives the Borrower a post-foreclosure sale right of redemption, and the Borrower can redeem the property for the successful foreclosure sale price, the Servicer must start its bid at an amount equal to the lesser of:

   i) 100% of the credit bid obtained from the Service Loans application, or

ii) Total indebtedness, which includes the UPB, accrued interest, Escrow advances and expenses (see Exhibit 57A, Approved Attorney Fees and Title Expenses, for the applicable expense limits), or

iii) Such other amount as may be required by applicable State law (e.g., amount of the judgment)

3. In the event the Servicer worked with its foreclosure attorney to preserve either Freddie Mac's or the MI's right to pursue a deficiency action pursuant to Sections 9301.23 and 9301.35, respectively, or filed a judicial foreclosure to preserve the right to pursue a deficiency judgment pursuant to Section 9301.10, the Servicer should bid an amount at foreclosure sale that reserves the right to pursue deficiencies after the foreclosure sale on a case-by-case basis

4. If a third party enters a bid, the Servicer must bid up to, but not exceed, an amount equal to the lesser of:

   i) 100% of the credit bid obtained from the Service Loans application, or

   ii) Total indebtedness, which includes the UPB, accrued interest, Escrow advances and expenses (see Exhibit 57A for the applicable expense limits), or

   iii) Such other amount as may be required by applicable State law (e.g., amount of the judgment)

   In the event that the minimum bid required by State law exceeds the credit bid, but is less than total indebtedness or such other amount as may be required by State law, then the Servicer does not need to bid an amount more than the minimum bid required by State law. However, if the minimum bid required by State law exceeds the credit bid, total indebtedness, and such other amount as may be required by State law, then the Servicer must follow the instructions in Section 9301.31.

9301.35: Bidding instructions for Mortgages covered by mortgage insurance or subject to credit enhancements (03/02/16)

For a First Lien Mortgage covered by mortgage insurance, the Servicer must bid an amount approved by the MI. If the MI elects not to issue bidding instructions, or Freddie Mac has a delegation of authority from the MI for foreclosure sale bidding, the Servicer must follow the instructions in Section 9301.34.

Notwithstanding the above, in the event the Mortgage has mortgage insurance and the MI's bidding instructions or requirements include preserving deficiency rights, where permitted by applicable law, regardless if the MI has delegated authority to Freddie Mac for foreclosure sale

bidding, the Servicer must preserve the MI's right to pursue a deficiency action and should bid an amount at foreclosure sale that reserves the right to pursue deficiencies after the foreclosure sale on a case-by-case basis.

For a Mortgage subject to a credit enhancement, the Servicer must bid an amount approved by the responsible party.

9301.36: Bidding instructions for Mortgages insured by the FHA or guaranteed by the VA or RHS (03/02/16)

If the Mortgage is insured by the FHA or guaranteed by the VA or RHS, then the Servicer must follow FHA, VA or RHS guidelines for bidding instructions. If the Mortgage is a VA Mortgage, then the Servicer may not enter a bid on Freddie Mac's behalf in excess of the upset price established by the VA. If the Servicer does not receive the VA upset price, the Servicer must contact Freddie Mac for instructions by submitting Form 105, Multipurpose Loan Servicing Transmittal, to Freddie Mac **(see Directory 5)**.

9301.37: Bidding appropriately and pursuit of surplus proceeds or overbid funds (03/02/16)

The Servicer must bid at the foreclosure sale:

- In accordance with the requirements in Sections 9301.31 through 9301.36, and
- To preserve Freddie Mac's rights to a deficiency according to the requirements in Sections 9301.23 through 9301.25

If the property is purchased by a third party at the foreclosure sale and there are any surplus proceeds or overbid funds, the Servicer must pursue and claim to retain the funds, so long as it is determined to be in Freddie Mac's best interest, to the extent:

- The funds will satisfy or reduce the total indebtedness under the terms of the Mortgage or such other amount as may be allowed by State law (e.g., amount and terms of the judgment) and the costs and expenses of the sale, if possible; and
- It is permitted under applicable State law

If the Servicer knows that additional attorney fees will be incurred when pursuing any surplus proceeds or overbid funds, and the Servicer believes it is in Freddie Mac's best interest to pursue and claim to retain any surplus proceeds or overbid funds, the Servicer must submit a request for pre-approval (RPA) to Freddie Mac via the Freddie Mac Reimbursement System to recommend incurring additional attorney fees.

9301.38: Reporting foreclosure sale results (03/09/16)

(a) Reporting requirements

The Servicer must notify Freddie Mac of the results of all foreclosure sales, including successful third-party bids. The Servicer must notify Freddie Mac of the foreclosure sale results via the Freddie Mac Service Loans application (i.e., foreclosure sale/deed-in-lieu of foreclosure ("DIL") submission) and complete the applicable data fields, including whether deficiency rights were preserved, no later than the Business Day immediately following the date of the foreclosure sale.

- If the property was purchased by a third party at the foreclosure sale and either the sale price is less than the total indebtedness or the Servicer is owed reimbursable expenses or amounts then the Servicer must use Workout Prospector® to settle the third-party foreclosure sale transaction once the foreclosure sale is confirmed or ratified and the Servicer has received the sale proceeds. (Refer to Section 9301.43 regarding reporting and remittance requirements for third-party sales.)

  If the result of a foreclosure sale reported to Freddie Mac needs to be corrected or removed for reasons noted in Section 9301.39(a), the Servicer must notify Freddie Mac by requesting a "rollback" pursuant to Section 9301.39.

  Once a foreclosure sale is held, a Servicer does not need to continue to report applicable information through EDR for the Mortgage. (See Section 9102.7 regarding monthly EDR transmissions.)

(b) Compensatory fee for failing to comply with reporting requirements

Failure to comply with the requirements of Section 9301.38 will result in the assessment of a compensatory fee to the Servicer of $100 per day for every day that the foreclosure sale is not reported correctly. If the results of the foreclosure sale are not reported correctly, Freddie Mac may exercise its remedies provided by the Guide and the other Purchase Documents. Refer to Chapter 3602 regarding repurchases, repurchase alternatives and other remedies.

Freddie Mac will bill the Servicer for such compensatory fees on the Servicer Non-Performing Loans Invoice. Refer to Section 9102.1 for information on the payment of Servicing Non-Performing Loans Invoices via an Automated Clearing House draft.

Servicers are not required to, but may appeal a compensatory fee for late foreclosure sale reporting. Appeals must be submitted to Freddie Mac via the Freddie Mac Default Fee Appeal System.

Freddie Mac considers the notification to be correctly reported when Freddie Mac has received and successfully processed the foreclosure sale/DIL submission without errors.

9301.39: Rollbacks (03/09/16)

If the result of a foreclosure sale reported to Freddie Mac needs to be corrected or removed for various reasons including, but not limited to, the reasons noted in subsection (a), the Servicer must notify Freddie Mac by requesting a "rollback."

(a) Reporting requirements

1. The Servicer must notify Freddie Mac within one Business Day of the Servicer's determination, in coordination with foreclosure counsel, that the foreclosure sale is legally invalid or void (e.g., a prior bankruptcy filing renders the sale void). The Servicer must notify Freddie Mac of the rollback by submitting Form 106, Rollback Request Form, to Freddie Mac (**see Directory 5**).

   - Following the Servicer's determination that the foreclosure sale is legally invalid or void, if appropriate, the Servicer must take legal action to obtain relief and seek validation of the foreclosure sale. The Servicer must process the foreclosure according to all applicable Guide requirements and continue to monitor the status of all pending legal action(s). For example, if a bankruptcy petition has been filed and the Servicer files a motion to obtain relief or annul the automatic stay and obtain validation of the foreclosure sale, the Servicer must monitor the status of the motion.

   - Subsequent to Freddie Mac's receipt and processing of the rollback, and prior to any validation of the foreclosure sale, if any, the Servicer must continue to report all applicable information through EDR for the Mortgage. (See Section 9102.7 regarding monthly EDR transmissions.) If the court grants a motion for relief and/or enters an order validating the foreclosure sale, the Servicer must re-report the foreclosure sale results (pursuant to the reporting requirements in Section 9301.38) within one Business Day of entry of the order by the court.

   - In circumstances where a Chapter 11, 12 or 13 bankruptcy filing would not legally invalidate or void the foreclosure sale but the Servicer is applying payments under any bankruptcy repayment plan, the Servicer must notify Freddie Mac by submitting Form 106 (**see Directory 5**). In these cases, it may be in Freddie Mac's best interest to process a rollback to allow the Servicer to report applicable information relating to the bankruptcy repayment plan. Subsequent to Freddie Mac's receipt and processing of the rollback, if the court dismisses the bankruptcy case or grants a motion for relief from the automatic stay, the Servicer must re-report the foreclosure sale results within one Business Day of entry of the order by the court, and use the date of entry of the order as the foreclosure sale date.

2. If a third party enters an upset bid per applicable State law on a property that Freddie Mac acquired at the foreclosure sale (i.e., REO property), the Servicer must notify Freddie Mac by submitting Form 106 (**see Directory 5**) within one Business Day of the upset bid

- The Servicer must report the foreclosure sale results based on the final upset bid within one Business Day of receiving notification from Freddie Mac that the rollback has been processed, and the upset bid period has expired

3. If the property is sold to a third party, but the sale falls through and the Servicer must foreclose the Mortgaged Premises again, the Servicer must notify Freddie Mac by submitting Form 106 (**see Directory 5**). The Servicer must notify Freddie Mac within one Business Day of the Servicer's determination that the Mortgaged Premises needs to be re-foreclosed and must indicate such determination on Form 106.

   In the event the Mortgaged Premises needs to be re-foreclosed, the Servicer must process the foreclosure according to all applicable Guide requirements once the foreclosure action is validated. Additionally, subsequent to Freddie Mac's receipt and processing of the rollback, the Servicer must continue to report all applicable information through EDR for the Mortgage.

4. If the Servicer incorrectly reported that Freddie Mac acquired the property at the foreclosure sale and needs to re-report the correct foreclosure sale results, the Servicer must notify Freddie Mac by submitting Form 106 (**see Directory 5**)

   - The Servicer must report the correct foreclosure sale results within one Business Day of receiving notification from Freddie Mac that the rollback has been processed

5. If the Servicer approved the Borrower for an alternative to foreclosure prior to the foreclosure sale, but did not cancel the foreclosure sale, the Servicer must notify Freddie Mac by submitting Form 106 **(see Directory 5)** within one Business Day of the Servicer's determination that the foreclosure sale can be rescinded

   - The Servicer must contact the foreclosure counsel to confirm the foreclosure sale can be rescinded and indicate such determination on Form 106 when notifying Freddie Mac of the rollback

   - The Servicer must comply with the requirements set forth in the Guide and other Purchase Documents for the applicable alternative to foreclosure. To the extent permitted by applicable law, the Servicer must not rescind the foreclosure sale until the Borrower executes the applicable agreement, makes the appropriate payment (if required) and otherwise complies with the terms of the alternative to foreclosure.

   - Subsequent to Freddie Mac's receipt and processing of the rollback, if the Borrower does not comply with the requirements of the applicable alternative to foreclosure, the Servicer must cancel the agreement and notify Freddie Mac by resubmitting Form 106 **(see Directory 5)** within one Business Day of the cancellation. Additionally, the Servicer must comply with all other reporting requirements applicable to the specific alternative to foreclosure, and re-report the foreclosure sale results immediately following all other reporting requirements being completed.

- Post-sale alternative to foreclosure reviews and/or approvals are generally prohibited. A rollback request due to the approval of an alternative to foreclosure after the foreclosure sale will not be processed by Freddie Mac except for reasons noted in this Section 9301.39(a) or any other applicable Guide sections. However, if payments are made and applied by the Servicer after the foreclosure sale, in absence of a pre-sale agreement, it may be in Freddie Mac's best interest to process a rollback.

For all rollback requests, the Servicer must ensure that title vests to the appropriate party in the event the rollback has been processed, and/or the foreclosure sale has been rescinded.

The Servicer does not need to request a rollback if the Servicer reported that a third party purchased the property at the foreclosure sale, erroneously or otherwise, and needs to report that Freddie Mac acquired the property at the foreclosure sale. Instead, the Servicer must re-report the foreclosure sale results within one Business Day of the Servicer's determination that Freddie Mac acquired the property at the foreclosure sale.

(b) Compensatory fee for failing to comply with reporting requirements

The Servicer will be assessed a compensatory fee in an amount equal to $1,000 per occurrence for administrative costs plus any third-party costs when Freddie Mac must process a rollback in accordance with Section 9301.39(a). Freddie Mac will not reimburse foreclosure fees and costs for the improper foreclosure that resulted in a rollback.

Freddie Mac will bill the Servicer for such compensatory fees on the Servicer Non-Performing Loans Invoice. Refer to Section 9102.1 for information on the payment of Servicer Non-Performing Loans Invoices via an Automated Clearing House draft.

Freddie Mac considers the notification to be correctly reported when Freddie Mac has received and successfully processed the foreclosure sale/deed-in-lieu of foreclosure submission without errors.

9301.40: Delivery of clear and marketable title (03/02/16)

(a) Property located in a State without a redemption or confirmation period

When the Servicer is the purchaser of the property at a foreclosure sale, it must ensure that the foreclosure counsel provides Freddie Mac with clear and marketable title to the property after the foreclosure sale. The title must be free of any liens, claims, defects and encumbrances. The title must be marketable so Freddie Mac can sell the property freely to others.

The Servicer must instruct the foreclosure counsel to:

1. Submit the foreclosure deed for recordation within one Business Day after receipt of the deed

2. Obtain the recorder's receipt as evidence that the deed was presented for recordation

3. Send the Servicer the recorder's receipt within three Business Days after receiving it from the recorder

4. Provide the recorded deed to the Servicer within three Business Days after receiving the deed from the recorder's office. The Servicer must retain the deed in the Mortgage file.

(b) Property located in a State with a redemption or confirmation period

After the redemption period has expired or the foreclosure sale has been confirmed, the Servicer must ensure that clear and marketable title is obtained as stated in Section 9301.40(a).

Executing documents

If Freddie Mac needs to execute a document for the Servicer to process the foreclosure, or execute a document related to a foreclosure sale, the Servicer must submit Form 105, Multipurpose Loan Servicing Transmittal, to Freddie Mac **(see Directory 5)** with all supporting documentation, which may include, but is not limited to, the last recorded document in the chain of title, and include the document Freddie Mac needs to execute.

9301.41: Vesting the title and avoiding transfer taxes (03/02/16)

After the foreclosure sale, or when closing a deed-in-lieu of foreclosure transaction, the Servicer must ensure that title to the property is vested to the appropriate party. (See Section 9209.8 regarding closing, reporting and remittance requirements for a deed-in-lieu of foreclosure transaction.)

(a) Conventional Mortgages

After the foreclosure sale (if the property is not purchased by a third party) or when closing a deed-in-lieu of foreclosure transaction, the Servicer must ensure that title to the property is vested in Freddie Mac's name; that is, unless it is in Freddie Mac's best interest to have the title to the property vested in the Servicer's name after the foreclosure sale. In such cases, the Servicer must then have the title to the property transferred to Freddie Mac via special warranty deed or quitclaim deed, and must ensure that the transfer of title will not impair Freddie Mac's sale of the REO. In Florida, a special warranty deed is required to transfer the title to the property to Freddie Mac. The transfer to Freddie Mac's name should generally be completed within 30 days of vesting the title in the Servicer's name. For example, if having the title to the property vested in the Servicer's name after the foreclosure sale limits the

liability for Freddie Mac to reimburse condominium, homeowners association (HOA) and Planned Unit Development (PUD) regular assessments, then the Servicer should proceed in such a manner. If the Servicer determines it is in Freddie Mac's best interest, the Servicer must record in the Mortgage file the decision to vest the title in the Servicer's name and the basis for its decision.

After the foreclosure sale, or when closing a deed-in-lieu of foreclosure transaction, title to the property should be vested in a manner that does not result in an obligation to pay transfer taxes. Freddie Mac will not reimburse the Servicer for any transfer taxes, unless:

- Local authorities require the Servicer to pay the transfer tax in order to record a deed and ensure that title vests appropriately
- The transfer tax is paid under protest
- The Servicer submits the request for written pre-approval (RPA) for reimbursement of the transfer tax via the Freddie Mac Reimbursement System (see Section 9701.15), and
- Counsel could not process the foreclosure and/or the deed-in-lieu of foreclosure transaction in a manner that would successfully avoid the imposition of the transfer tax obligation

Servicers will not be reimbursed for transfer taxes if any of the above conditions and requirements do not exist or are not met.

If the foreclosure involves a Manufactured Home in a certificate of title State, the Servicer must conduct the replevin or other legal action necessary to repossess the home in the Servicer's name and have the new certificate of title issued in Freddie Mac's name.

(b) Mortgages insured by the FHA or guaranteed by the VA or RHS

The Servicer must follow FHA, VA or RHS guidelines for conveying title to the foreclosed property to the applicable agency.

9301.42: Reporting and remittance requirements for redemptions and confirmation date changes (03/02/16)

The Servicer must notify Freddie Mac if either the projected expiration of the redemption period changes, or the scheduled confirmation date changes from the date the Servicer notified Freddie Mac of the foreclosure sale/deed-in-lieu of foreclosure via the Freddie Mac Service Loans application.

The Servicer must report the change by submitting Form 105, Multipurpose Loan Servicing Transmittal, to Freddie Mac **(see Directory 6)** no later than one Business Day after the Servicer receives notification of the change.

(a) Redemptions of REO properties

(i) Reporting requirements for REO redemptions

The Servicer must notify Freddie Mac that the REO property is redeemed no later than one Business Day after redemption by completing and submitting Form 105 to Freddie Mac **(see Directory 6)** for a 1-unit property or 2- to 4-unit properties. If Freddie Mac must execute any documents related to the redemption, the Servicer must send the documents with Form 105 to the appropriate address.

(ii) Remitting REO redemption proceeds – 1-unit and 2- to 4-unit properties

If the property is redeemed, the Servicer must forward to Freddie Mac the principal and interest amount due (through the redemption date), as well as all amounts that are reimbursable by Freddie Mac pursuant to Chapter 9701 within five Business Days of receiving the redemption proceeds.

If included in the redemption proceeds, the Servicer may net out any amounts that are due to the Servicer from the Borrower but are not reimbursable by Freddie Mac (e.g., late fees, NSF fees, property inspections and other items permitted by applicable law); that is, so long as the redemption proceeds after any netting are sufficient to cover the amounts required to be forwarded to Freddie Mac.

If the redemption proceeds are not sufficient to cover the amounts required to be forwarded to Freddie Mac, then the Servicer must remit the entire redemption proceeds to Freddie Mac.

Checks should be made payable to the Federal Home Loan Mortgage Corporation and must reference the property address and the nine-digit Freddie Mac loan number on the check. Remittances should be forwarded to the appropriate business address below.

Overnight mail or courier deliveries:

JP Morgan Chase
National Wholesale LockBox TX 1-0029
14800 Frye Road
Fort Worth, TX 76155
Attn: Freddie Mac #730453

Wire proceeds:

JP Morgan Chase Bank

Benefit FHLMC
55 Water Street
New York, NY 10041
ABA #021000021
FAO: Freddie Mac #9102418887

Submit the claim for the related expenses to Freddie Mac via the Freddie Mac Reimbursement System available at **http://www.freddiemac.com/singlefamily/service/**.

(b) Redemptions of properties initially reported as third-party foreclosure sales

(i) Reporting requirements

If the property was purchased by a third-party at foreclosure sale and is redeemed, send the Form 105 to Freddie Mac **(see Directory 5)** within one Business Day after redemption. Form 105 must indicate the breakdown of the redemption funds, including principal, interest and any other expenses reimbursed to the Servicer by the party redeeming the property.

(ii) Remittance requirements

The remittance requirements for redemptions of third-party foreclosure sales are the same as the remittance requirements for third-party foreclosure sales. If a Servicer receives redemption proceeds, the Servicer must remit the required principal and interest owed to Freddie Mac (as required in Section 8303.10) no later than five Business Days after the Servicer receives the proceeds.

Servicers must comply with the investor reporting and remitting requirements in Chapter 8303.

If, after remitting the required amount to Freddie Mac, the Servicer is owed reimbursable expenses or reimbursable principal and interest, then the Servicer must complete the redemption the same as a third-party foreclosure sale, as described in Section 9301.43.

9301.43: Third-party sale proceeds, reimbursement of expenses and reporting and remittance requirements (03/02/16)

(a) Remitting the sale proceeds

If a third party purchases the property at the foreclosure sale the Servicer must instruct the foreclosure counsel conducting the sale to remit the sale proceeds (i.e., sale proceeds without any netting by foreclosure counsel of their fees and/or costs from the sale proceeds check) to

the Servicer via overnight mail or wire transfer no later than three Business Days after the foreclosure counsel receives the proceeds.

If the Servicer has not received the sale proceeds from the foreclosure counsel who conducted the sale within 60 days from the foreclosure sale, then the Servicer should provide a status update to Freddie Mac at **shortsales@freddiemac.com**, and on a monthly basis thereafter until the Servicer receives the proceeds.

(b) Obtaining reimbursement for foreclosure counsel fees and costs

The foreclosure counsel must obtain reimbursement of all fees and costs from the Servicer. The foreclosure counsel should not net their fees and/or costs from the sale proceeds check. If applicable law mandates that certain expenses (e.g., sheriff or auctioneer fees) be deducted from the sale proceeds before remitting them to the foreclosure counsel, the Servicer must instruct the foreclosure counsel to send the Servicer an itemization of the distribution of the proceeds with the sale proceeds. This itemization of the distribution of the proceeds may be needed as supporting documentation if the Servicer intends to be reimbursed for any shortage in the sale proceeds.

Note: Freddie Mac will not reimburse the Servicer for foreclosure fees and costs incurred on a Mortgage that was sold to Freddie Mac with recourse.

(c) Reporting and remittance requirements for third-party sales

To complete the third-party foreclosure sale the Servicer must complete the following steps:

1. The Servicer must notify Freddie Mac of the third-party sale no later than the Business Day immediately following the date of the foreclosure sale pursuant to Section 9301.38

2. Following the Servicer's receipt of the proceeds from a third-party sale, the Servicer must complete all reporting and remittance requirements pursuant to Section 8303.10

3. The Servicer must use Workout Prospector® to settle the third-party foreclosure sale transaction (see Section 9301.43(d) for details on using Workout Prospector for third-party foreclosure sales) if, after remitting the required amount to Freddie Mac, the Servicer is owed:

   - Reimbursable principal and interest (pursuant to Section 8303.32)

   - Any shortage in the sale proceeds (e.g., sheriff or auctioneer fees), and/or

   - Reimbursable expenses or amounts (pursuant to Chapter 9701), including amounts not legally collectable from the third-party purchaser

   The Servicer must submit all required data for settling the third-party foreclosure sale transaction via Workout Prospector by the fifth Business Day following the Servicer's completion of the reporting and remittance requirements pursuant to Section 8303.10,

but no later than the 10th Business Day following the Servicer's receipt of the sale proceeds.

4. If the Servicer is owed reimbursement of any shortage in the sale proceeds, and/or reimbursable expenses or amounts, including amounts not legally collectable from the third-party purchaser, then the Servicer may submit its request for reimbursement via the Freddie Mac Reimbursement System. (Refer to Section 9701.5 regarding claim submission types and time frames.) When submitting reimbursement requests, Servicers must offset these expenses or amounts by income as set forth in Section 9701.19. Additionally, for claim submissions on Mortgages insured by the FHA or guaranteed by the VA or RHS not subject to recourse or indemnification, expense reimbursement will occur after Freddie Mac receives the claim payment from the applicable entity and determines that all other requirements for reimbursement have been satisfied. (Refer to Section 9603.2 on FHA/VA/RHS claim filing and Section 9603.5 on receipt of claim payment.)

In order for the Servicer to be reimbursed, Freddie Mac must receive, and accept for settlement, the third-party foreclosure sale transaction submitted via Workout Prospector. Additionally, failure to submit the third-party foreclosure sale transaction in the appropriate time frame could forfeit the Servicer's ability to be reimbursed, in part or in whole, for otherwise reimbursable expenses or amounts.

For a third-party sale where the net sale proceeds meet or exceed the total indebtedness (e.g., the UPB, accrued interest, Escrow advances and expenses), the Servicer should not settle the third-party foreclosure sale transaction via Workout Prospector or submit a request for reimbursement via the Reimbursement System.

(d) Workout Prospector

If the property was purchased by a third party at the foreclosure sale, the Servicer must use Workout Prospector to settle the third-party foreclosure sale transaction following the foreclosure sale being confirmed or ratified and the Servicer having received the sale proceeds, in the following circumstances:

- The sale price is less than the total indebtedness; and/or
- The Servicer is owed reimbursable expenses or amounts, including expenses that were deducted from the sale proceeds before being remitted to foreclosure counsel pursuant to applicable law

Servicers represent and warrant that they will only use Workout Prospector on Freddie Mac Mortgages and not Mortgages owned by other investors. Both the input and output of Workout Prospector is confidential information that the Servicer must not disclose to third parties, except as authorized by Freddie Mac. Servicers using Workout Prospector are bound by all of the provisions of the Workout Prospector User Agreement, included in this Guide as Exhibit 86, to the same degree as if they had signed such Agreement as a "User." Refer to the Workout Prospector Users' Guide for information on processing third-party foreclosure sale

transactions through Workout Prospector. In addition, Servicers must ensure that all data input into Workout Prospector is true, complete and accurate and that all data is entered correctly. (Refer to Section 9204.4 for additional requirements when submitting a workout or transaction via Workout Prospector for approval and closing in Freddie Mac's systems.)

(e) Supporting documentation

Freddie Mac generally will not require the Servicer to send supporting documentation with the submission of a third-party foreclosure sale transaction via Workout Prospector. However, there are situations where Freddie Mac may instruct the Servicer to provide standard supporting documentation.

Standard supporting documentation includes, but is not limited to, the following:

- Form 1160, Third-Party Sale Transmittal Worksheet, with Section D Indebtedness completed, itemizing the complete total debt figure including the UPB, accrued interest, Escrow advances less any positive Escrow balances, as well as expenses after being offset by any income (pursuant to Section 9701.19)

- Itemization of the distribution of the sale proceeds, if the sale proceeds are less than the sale price (e.g., if the foreclosure court order required the payment of sheriff expenses from the sale price). If the sale proceeds equal 100% of the sale price, then this itemization is not needed.

- Copy of the BPO or appraisal report, if used for the foreclosure bid

- Copy of the sale proceeds check, or other documentation (e.g., proof of wire transfer) verifying the amount of sale proceeds received

- Copy of the sheriff's appraisal, or other documentation used to establish the opening bid, if required by applicable State law

- If there are amounts not legally collectable from the third-party purchaser that need to be reimbursed to the Servicer, supporting documentation, including but not limited to, the applicable State statute

  Freddie Mac will contact the Servicer should it require supporting documentation following submission of a third-party foreclosure sale transaction via Workout Prospector.

9301.44: File retention for foreclosure proceedings (03/02/16)

The Servicer must maintain accurate and complete records of the foreclosure proceedings for Mortgages in the Mortgage file. The Servicer must maintain the Mortgage file for at least seven years from the date of the foreclosure sale.

9301.45: State foreclosure timelines (03/02/16)

A foreclosure timeline is the time it takes to process a foreclosure. The timeline is measured in days from the DDLPI to the date of the foreclosure sale.

Therefore, the timeline consists of the time it should take from the DDLPI to the date the Mortgage is referred to foreclosure counsel (see Sections 9301.4 and 9301.5 through 9301.7), plus the time it takes from the referral date of foreclosure to the foreclosure sale date.

The timeline does not include any post-sale redemption or confirmation periods.
Freddie Mac has a timeline for each State which is the number of days it should take to process a foreclosure in the State under most circumstances.

For conventional Mortgages, the Servicer must complete the foreclosure sale within the foreclosure timeline (from DDLPI to foreclosure sale) for the State in which the property is located, as listed in Exhibit 83, Freddie Mac State Foreclosure Timelines. The Servicer must comply with FHA, VA and RHS timelines for all Mortgages insured by the FHA or guaranteed by the VA or RHS.

If the foreclosure sale was delayed due to one of the allowable State foreclosure timeline delays listed in Section 9301.46, the timeline from DDLPI to the foreclosure sale date will be increased to account for the allowable delay based on the information the Servicer reports to Freddie Mac via EDR. Refer to Exhibit 83A, Determining State Foreclosure Timeline Compensatory Fees, for details on how Freddie Mac determines the additional time to be granted for allowable delays.

The Servicer must have procedures and processes in place to manage its State foreclosure timeline performance. To assist with monitoring performance, the Servicer may access reports on foreclosures completed during the prior month that Freddie Mac provides each month through Timeline Manager[SM] at **http://www.freddiemac.com/singlefamily/service/.** The reports will be based on information and data the Servicer reported to Freddie Mac. Servicers should review the reports each month to ensure the information and data they reported was complete and accurate.

Reduction in timelines

At any time and in its sole discretion, Freddie Mac may reduce a State's foreclosure timeline set forth in Exhibit 83 and further, may subject loans to revised timelines and associated

compensatory fee calculations that were referred to foreclosure as of the effective date of the reduced timeline.

9301.46: Allowable delays in completing a foreclosure (03/02/16)

Exhibit 83, Freddie Mac State Foreclosure Timelines, sets forth Freddie Mac's foreclosure timeline for each State. Freddie Mac's State foreclosure timeline (DDLPI to foreclosure sale) will be extended for a Mortgage under the following circumstances, provided the Servicer complies with the applicable EDR requirements (refer to Section 9102.7 for information on EDR reporting requirements):

- When a Borrower files for bankruptcy protection
- Delays due to probate, military indulgence and contested foreclosures
- Delays incurred during the period the Borrower is evaluated for Home Affordable Modification Program (HAMP®) eligibility but is determined to be ineligible for HAMP. Note: Mortgages that become delinquent after June 30, 2012 will no longer have an allowable delay.
- Delays caused by the Borrower being offered or entering into a HAMP, Freddie Mac Standard Modification or Freddie Mac Streamlined Modification Trial Period plan but failing to comply with the terms of the plan
- Delays caused by the Borrower entering into an unemployment forbearance plan
- Delays caused by the Borrower exercising his or her right to appeal a modification denial, pursuant to Section 9101.3

Refer to Exhibit 83A, Determining State Foreclosure Timeline Performance Compensatory Fees, for information on how Freddie Mac calculates the additional time granted for each of the allowable delays listed above.

Moreover, a Servicer may delay completing the foreclosure, if necessary, when the delay was required by:

- Applicable federal, State or local law, but only if the delay was necessary or inevitable despite the Servicer's best efforts to incorporate such laws into its foreclosure procedures and timelines
- Emergency, exigent or unusual circumstances that do not occur in the regular course of business and that are both unforeseeable and outside the control of the Servicer (this includes delays resulting from Eligible Disasters, pursuant to Section 8404.4)

- The Servicer is waiting for instructions from Freddie Mac on how to proceed with a distressed property (see Section 8403.1 for an explanation of a distressed property)

- The Servicer is unable to complete the foreclosure sale due to the Borrower being approved for, or performing under, the terms of an alternative to foreclosure

- The Borrower's approval for a Freddie Mac Standard Short Sale or Freddie Mac Standard Deed-in-Lieu of Foreclosure is based on a review of a First Complete Borrower Response Package, pursuant to Section 9101.4

Regardless of a delay for any of the above reasons, the Servicer's State foreclosure timeline performance will be measured against Freddie Mac's State foreclosure timeline and compensatory fees. The Servicer may appeal the decision and must provide to Freddie Mac at the time of appeal any and all information and documentation supporting the claim that the delay was necessary and required.

9301.47 State foreclosure timeline performance assessment (03/02/16)

For Mortgages that resulted in a foreclosure sale on or after January 1, 2016:

(a) Determination of State foreclosure timeline performance

Freddie Mac will evaluate the Servicer's State foreclosure timeline performance on a monthly basis. Based on all foreclosures the Servicer completes in the month being evaluated, Freddie Mac will determine a Servicer's State foreclosure timeline performance for each Mortgage that went to foreclosure sale in the month being evaluated on an intra-State basis.

Freddie Mac will determine how long it took the Servicer to complete each foreclosure sale based on the information that the Servicer reports to Freddie Mac via the monthly EDR submissions and the foreclosure sale transmission after the completion of the foreclosure sale. Freddie Mac will calculate the amount of compensatory fees, if any, in addition to any actual losses, costs or damages caused by Servicer non-compliance with the Guide, including State foreclosure timeline requirements.

To determine the Servicer's overall State foreclosure timeline performance, Freddie Mac will complete the following steps:

Step 1 – Calculating actual foreclosure timeline performance within each State: Freddie Mac will determine how many days it took the Servicer to complete each foreclosure sale in a particular month and whether those days exceeded or were managed under the State foreclosure timeline standard as listed in Exhibit 83, Freddie Mac State Foreclosure Timelines. Freddie Mac will then calculate the compensatory fee amount for each individual

foreclosure sale to determine whether each Mortgage in a given State will result in a compensatory fee or credit. The amounts calculated in this step on an individual foreclosure sale basis will be negative (a credit) for those foreclosure sales that were managed under that State's foreclosure timeline and will be positive (a compensatory fee) for those foreclosure sales that exceeded that State's foreclosure timeline.

Step 2 – Calculating the aggregate compensatory fee on an intra-State basis: Freddie Mac will calculate each State's aggregate State foreclosure timeline compensatory fee amount by netting the compensatory fees and credits determined in Step 1 for all foreclosure sales that were completed in each State for that month.

Step 3 – Determining whether to assess a compensatory fee: If, on an intra-State basis, the Servicer's aggregate compensatory fee calculated in Step 2 is negative or zero, then no compensatory fee will be assessed for that State. However, if on an intra-State basis, the Servicer's aggregate compensatory fee calculated in Step 2 is positive, a compensatory fee will be assessed for that individual State. Freddie Mac will then aggregate all the positive compensatory fees calculated in Step 2 and, subject to the *de minimis* billing exception set forth in Section 9301.47(b)(1), will bill the Servicer for that aggregate amount.

If a Servicer manages Mortgages in one State under that State's foreclosure timeline standard, those under timeline calculations will not be credited, transferred, or used to reduce another State's compensatory fee amount, provided as cash back or used as an incentive paid to the Servicer, or otherwise used as a credit to be applied to the Servicer's performance within that State in future months or to reduce prior compensatory fee assessments.

Refer to Exhibit 83A, Determining State Foreclosure Timeline Performance Compensatory Fees, for additional details regarding how Freddie Mac calculates compensatory fees.

The State foreclosure timelines used in determining the Servicer's performance will be adjusted for the period of time for which the foreclosures were delayed due to any of the allowable delays in Section 9301.46(a), provided the Servicer complied with the applicable EDR requirement and/or the appeals process in Section 9301.47(c).

(b) Remedies and compensatory fees

If the Servicer's performance exceeded Freddie Mac's State foreclosure timeline requirements, then the following apply:

1. The Servicer will be assessed a compensatory fee for exceeding Freddie Mac's State foreclosure timeline. (Refer to Exhibit 83A for how such a compensatory fee is calculated.) Freddie Mac will bill the Servicer for such compensatory fees on the Servicer Non-Performing Loans Invoice on a monthly basis if the Servicer's aggregate amount of the monthly compensatory fee exceeds $25,000.

2. If a delay in the foreclosure or bankruptcy process is due to a Servicer not providing information to the counsel, then Freddie Mac may elect to deny reimbursement to the

Servicer for the foreclosure or bankruptcy expenses incurred during the bankruptcy or foreclosure

(c) Servicer appeal process for State foreclosure timeline compensatory fees

The Servicer may appeal a pending compensatory fee prior to Freddie Mac billing the compensatory fee.

The Monthly Compensatory Fee Analysis Report of the prior month's estimated State foreclosure timeline compensatory fees will be available in the Servicer's Servicer Performance Profile (SPP) on the fifth Business Day of the following month. The Servicer must review the report each month and has 30 days from the date of the report's publication to submit an appeal for the prior month's estimated compensatory fees. The monthly bill will not include those Mortgages for which the compensatory fees were waived.

Servicers must submit, in their original appeal, a description of all delays along with all related documentation. Any information that is received after the original appeal is submitted will not be considered.

Example: A foreclosure sale occurs in October for which the Servicer has exceeded Freddie Mac's State foreclosure timeline as listed in Exhibit 83 and is subject to a compensatory fee. The Servicer must access the Monthly Compensatory Fee Analysis Report in the SPP available on the fifth Business Day in November. The Servicer then has 30 days from the fifth Business Day to submit an appeal to Freddie Mac using the Freddie Mac Default Fee Appeal System (which can be accessed at **http://www.freddiemac.com/singlefamily/service/**) as described in Section 2406.5.

Note: A Servicer may appeal a pending compensatory fee shown on the most recent Monthly Compensatory Fee Analysis Report for which they failed to report or incorrectly reported the EDR.

(d) Billing process for compensatory fees

The billing cycle for compensatory fees is on a monthly basis and any compensatory fees will appear on the Monthly Non-Performing Loans Billing Statement two cycles after the date of the foreclosure sale. Refer to Section 9102.1 for information on the payment of Servicing Non-Performing Loans Invoices via an Automated Clearing House draft.

Chapter 9401: Bankruptcy

9401.1: Bankruptcy (03/02/16)

This chapter provides Servicers with Freddie Mac's requirements for Servicing Mortgages subject to bankruptcy proceedings or litigation. The Servicer must take appropriate action to protect Freddie Mac's interest during bankruptcy proceedings in which the Borrower is the debtor.

(Refer to Section 9402.2 for requirements and information regarding routine and non-routine litigation).

9401.2: Freddie Mac's rights during Borrower's bankruptcy (03/02/16)

In addition to any other remedies it may have at law or in equity, Freddie Mac reserves the right, at its sole discretion, to:

1. Require the Servicer to submit copies of any and all records related to Freddie Mac's Mortgages

2. Require the Servicer to compensate Freddie Mac and hold Freddie Mac harmless for any loss, damage or expense, including without limitation, previously paid incentives, expense reimbursements, court costs and attorney fees, that Freddie Mac sustains as a result of the Servicer's failure to comply with the provisions in this chapter, or that result from errors, omissions or delays by the Servicer or the Servicer's agent

3. Use or require the Servicer to use Freddie Mac's counsel or trustee for any matter related to the requirements contained in this chapter

4. Limit the amount of a reimbursement for attorney fees if those fees exceed the limits in Exhibit 57A, Approved Attorney Fees and Title Expenses, or the fees commonly charged for similar services in the area where the affected property is located

5. Deny the Servicer's request for reimbursement of expenses incurred as a result of Servicing Freddie Mac's Mortgages under the requirements of this chapter if the Servicer does not obtain Freddie Mac's prior written approval as required

6. Assess compensatory and other fees and exercise any remedies provided by the Guide and the other Purchase Documents if the Servicer fails to comply with the requirements contained in this chapter. Refer to Chapter 3602 regarding repurchases, repurchase alternatives and other remedies.

9401.3: Bankruptcy general requirements (03/02/16)

When the Servicer receives notice, or confirms information that a Borrower has filed a bankruptcy petition, at a minimum, the Servicer must:

1. Comply with all applicable laws and regulations, including working with the debtor's pre-bankruptcy credit counseling agency on a debt management plan, if applicable

2. Obtain a copy of the Borrower's (debtor's) bankruptcy petition or other bankruptcy notice

3. Accurately complete and file a proof of claim, including all required proof of claim forms, within the time limitations set by the bankruptcy court. This may include, but is not limited to, providing timely information, documentation (e.g., Borrower payment history) and payoff and reinstatement figures necessary for bankruptcy counsel to meet the time limits set by the bankruptcy court if counsel is representing the Servicer in the case. If additional costs are incurred after confirmation of the bankruptcy plan, work with the trustee to ensure all steps are taken to recover those costs allowable by law from the debtor through the plan, if applicable. The Servicer must, prior to filing any proof of claim or motion for relief from the stay with respect to a Mortgage registered on the MERS® System, prepare and execute (using the Servicer's employee who is a MERS authorized "signing officer") an assignment of the Security Instrument from MERS to the Servicer. The Servicer must record the prepared assignment where required by State law. State mandated recordings are non-reimbursable by Freddie Mac, are not considered part of the Freddie Mac allowable foreclosure counsel fees and must not be billed to the Borrower.

4. Monitor the bankruptcy filing and obtain status of the proceedings from the trustee in a timely manner. This includes, at a minimum, assisting with any motions for relief of stay and monitoring the first meeting of creditors, proof of claim and/or confirmation of the bankruptcy plan, pre- and post-petition payments, pleadings and notices. If counsel requests additional documentation and/or information from the Servicer, at any time, the Servicer must provide such requested information and/or documents within three Business Days after receipt of the request, or within such earlier time frame if necessary, to comply with timing requirements under applicable law or court orders and procedures.

5. Maintain copies of all relevant documents related to the bankruptcy including the notice of first meeting of creditors, proof of claim, pleadings, notices, etc.

6. Determine whether the Borrower wishes to keep the property

7. Not require the Borrower to sign a reaffirmation of debt agreement. If the Servicer chooses to have the Borrower reaffirm the debt, the Servicer must comply with all applicable laws, including obtaining the court's approval of the reaffirmation agreement, if necessary. Freddie Mac will not reimburse the Servicer for any legal costs incurred in obtaining a reaffirmation agreement.

8. Review any bankruptcy reorganization plan proposed under Chapters 11 or 13 of the U.S. Bankruptcy Code (refer to Section 9401.8 regarding the Servicer's Servicing responsibilities should a bankruptcy judge order a bankruptcy cramdown) and respond in a manner that protects Freddie Mac's interests. Likewise, review any bankruptcy plan proposed under Chapter 12 of the U.S. Bankruptcy Code and respond in a manner that protects Freddie Mac's interests. Such review includes verifying that the bankruptcy repayment plan does not extend past the maturity date of the Mortgage, and the bankruptcy repayment plan sets forth the proper monthly payment to include the outstanding debt and sufficient funds to pay taxes, all property insurance and mortgage insurance premiums when they become due. If the bankruptcy repayment plan will extend past the maturity date of the Mortgage, the Servicer must object.

9. If appropriate, file an action with the bankruptcy court to secure a determination that the property is abandoned. In the event the court considers the property abandoned, file an order lifting the automatic stay.

10. Monitor and properly apply payments received under any bankruptcy repayment plan. If the Borrower becomes delinquent on two post-petition and/or plan payments, instruct counsel to take immediate action to modify the stay order and initiate, or resume, foreclosure proceedings.

11. Conduct a monthly inspection of the property for any delinquent Mortgage unless a bankruptcy repayment plan is in place and being adhered to

12. Verify that the Borrower is current on his or her tax and insurance payments or, if there is an Escrow account for taxes and insurance, perform an Escrow analysis to determine if a bankruptcy repayment plan must include additional Escrow Funds to maintain the Escrow account. In addition, perform a periodic Escrow analysis and notify the trustee of any change to the payment amount resulting from the analysis.

13. Immediately notify the trustee of any Transfer of Servicing (both the transferor and transferee must notify the trustee). See Chapter 7101for specific requirements for Transfer of Servicing, including Concurrent Transfers of Servicing and Subsequent Transfers of Servicing.

14. For leasehold Mortgages:

    - Take appropriate action to assume the lease payments to the lessor if the lease is rejected by the Chapter 7 trustee in bankruptcy and the Borrower ceases making payments on the lease

    - Object to any Chapter 13 plan that does not provide for payment of the ground rent in addition to the Mortgage payments and real estate taxes

    - In cases when the trustee will pay post-petition payments, it is the Servicer's responsibility to notify the trustee of all changes, including any missed post-petition payment, and to send copies of breach/acceleration letters to the trustee

15. Immediately upon release of bankruptcy, if the Mortgage is delinquent, the Servicer must either:

    - Resume foreclosure activities, if the Mortgage was in foreclosure previous to the bankruptcy filing, in accordance with Chapter 9301, or

    - Initiate or resume collection activity in accordance with Chapter 9102

    Servicers must inform the Borrower, Borrower's counsel or bankruptcy trustee, that an approved modification is conditioned on obtaining the bankruptcy court's approval to modify the Mortgage prior to the due date of the first modified payment.

9401.4: Multiple bankruptcy filings (03/02/16)

A Borrower may file for bankruptcy protection more than once or under different chapters of the bankruptcy laws. When the Servicer receives notice of a Borrower filing a petition for protection under the bankruptcy laws, the Servicer must check its Mortgage records to determine if the Borrower has previously filed for bankruptcy protection. If the Servicer's records disclose a previous bankruptcy filing for that Borrower and the Mortgage is delinquent, the Servicer must refer the bankruptcy case to counsel.

The Servicer must direct counsel to take appropriate action including:

- If the Borrower has filed multiple times, but the bankruptcies are more than 12 months apart:

    1. Motion to annul the automatic stay to confirm foreclosure sale if the Servicer was unaware that the Borrower had filed for bankruptcy and the Servicer had conducted a foreclosure sale

    2. Motion to dismiss the bankruptcy case if it can be shown that there has been no substantial change in the Borrower's financial circumstances since the last bankruptcy filing, or it can be shown the Borrower has no prospect of repayment under a reorganization plan

    3. Object to the confirmation of a Chapter 13 Plan and a motion to dismiss in connection with a Chapter 13 bankruptcy in which the reorganization plan appears to be infeasible, offered in bad faith or it can be shown that there has been no substantial change in the Borrower's financial circumstances since the last bankruptcy filing

    4. Motion for "in rem" relief or 180 day bar to prevent the Borrower from filing another bankruptcy case in the future affecting the property securing Freddie Mac's Mortgage when there are successive filings with a scheme of fraudulent property transfers

    5. Any other actions as deemed appropriate and permitted under the *Bankruptcy Abuse Prevention and Consumer Protection Act of 2005*

- If the multiple filing is within 12 months of the previous filing:

  1. Object in the event that the Borrower petitions to extend the automatic stay when (i) the Borrower's bankruptcy is presumptively filed not in good faith under the Bankruptcy Code, (ii) the Servicer believes that the filing was offered in bad faith or (iii) if there has been no substantial change in the Borrower's financial circumstances since the last bankruptcy filing. (See Exhibit 57A, Approved Attorney Fees and Title Expenses, for the related allowable fee for filing an objection to an extension of the automatic stay and attending the related court hearings.)

  2. Any other actions as deemed appropriate and permitted under the *Bankruptcy Abuse Prevention and Consumer Protection Act of 2005*

9401.5: Notifying Freddie Mac of bankruptcy proceedings (03/02/16)

The Servicer must report a bankruptcy filing to Freddie Mac, regardless of whether the Borrower is current or delinquent in his or her Mortgage payments. The Servicer must submit this notification via an EDR transmission within the first three Business Days of the month following the month in which the Servicer received notice of the filing. The Servicer must also include the filing date and the applicable default action code (as listed below) to indicate the bankruptcy chapter number.

Refer to Section 9301.46 and Exhibit 83A, Determining State Foreclosure Timeline Performance Compensatory Fees, for allowable State foreclosure timeline delays related to the Borrower filing for bankruptcy protection.

The bankruptcy petition chapters and applicable default action codes are:

Bankruptcy chapter	Default action code
Chapter 7	65
Chapter 11	66
Chapter 12	59
Chapter 13	67

The Servicer must also notify Freddie Mac when the court confirms the bankruptcy plan by reporting default action code 69 (Bankruptcy plan confirmed) or in the event of a scheduled

Bankruptcy Cramdown by reporting a default action code of 35 (Bankruptcy Cramdown Scheduled) within the first three Business Days of the month following the month in which the confirmation occurred.

The Servicer must continue to report via an EDR transmission each month that the Borrower is in bankruptcy until the court clears the bankruptcy or lifts the stay. The Servicer must notify Freddie Mac within the first three Business Days of the month following the month in which either of these actions occur via an EDR transmission using default action code 76 (Bankruptcy court clearance obtained/Stay lifted). Include the date the action occurred.

If a bankruptcy converts from one Chapter to another, the Servicer must report a default action code 76 (Bankruptcy court clearance) to close the prior bankruptcy Chapter. The conversion date is the bankruptcy release date for the prior bankruptcy Chapter and the filing date for the new Chapter.

For example, if a Chapter 13 converted to a Chapter 7 on 01/30/xx, the Servicer would report default action code 76 using 01/30/xx to close the Chapter 13 status and a default action code 65 using 01/30/xx to open the Chapter 7 bankruptcy.

For additional information on EDR reporting requirements, refer to Section 9102.7.

9401.6: Managing new bankruptcy filings (03/02/16)

(a) For Mortgages current at the time of filing

If a Borrower is current in his or her Mortgage payments at the time the Borrower files a Chapter 7, 12 or 13 bankruptcy petition, the Servicer is not required to refer the matter to counsel and Freddie Mac will not reimburse the Servicer if the Servicer does so.

If the Servicer determines that special circumstances exist that require case management by counsel on a current Mortgage, then the Servicer must obtain Freddie Mac's prior written approval via e-mail **(see Directory 5)** to obtain counsel and to incur the legal expense by submitting a request for pre-approval via the Freddie Mac Reimbursement System.

All Chapter 11 bankruptcy cases must be referred to counsel as soon as the Servicer receives notice that the Borrower has filed for bankruptcy protection, regardless of whether the Mortgage payments are current.

If applicable, refer to Section 9401.7 for requirements related to managing Mortgages that become delinquent subsequent to bankruptcy filing.

(b) For Mortgages delinquent at the time of filing, or for bankruptcy filings after a foreclosure sale

The Servicer must refer the bankruptcy to counsel, whether a Chapter 7, 11, 12 or 13 bankruptcy petition, within three Business Days of the Servicer's receipt of notice that a petition has been filed if:

1. The Borrower is at least 30 days delinquent in his or her Mortgage payments at the time bankruptcy is filed

2. The Borrower files a bankruptcy petition after the foreclosure sale and the bankruptcy filing invalidates the foreclosure sale. (See Section 9301.39 for requirements on requesting a rollback if the Servicer determines that the foreclosure sale is legally invalid or void.)

3. The Borrower files a bankruptcy petition after the foreclosure sale but prior to the expiration of a redemption, confirmation or ratification period. (See Section 9301.39 regarding circumstances where it may be in Freddie Mac's best interest to process a rollback to allow the Servicer to report applicable information relating to a bankruptcy repayment plan, if applicable.)

Freddie Mac will reimburse the Servicer for expenses the Servicer incurs in accordance with Section 9401.11 and Chapter 9701.

The Servicer must instruct counsel to file a motion for relief from the automatic stay:

1. In a Chapter 7 case, at the same time the Servicer refers the case to counsel

2. In a Chapter 11, 12, or 13 case, when the Borrower misses his or her second post-petition and/or plan payments to either the Servicer or the trustee

9401.7: Managing Mortgages that become delinquent subsequent to bankruptcy filing (03/02/16)

If the Borrower was current at the time of filing bankruptcy and subsequently becomes 30 days or more delinquent in payments to either the Servicer or the trustee, then the Servicer must refer the case to counsel. Freddie Mac will reimburse the Servicer for expenses the Servicer incurs in accordance with Section 9401.11 and Chapter 9701.

The Servicer must refer the bankruptcy case to counsel and instruct counsel to file for relief from the automatic stay after the Borrower becomes:

1. 30 days delinquent in a Chapter 7 bankruptcy case

2. 45 days delinquent in payments to either the Servicer or the trustee in a Chapter 12 or 13 bankruptcy case

For Chapter 11 bankruptcy cases already referred to counsel pursuant to Section 9401.6(a), the Servicer must instruct counsel to file for relief from the automatic stay after the Borrower becomes 45 days delinquent in payments to either the Servicer or the trustee.

9401.8: Bankruptcy cramdowns (03/02/16)

When a Borrower files bankruptcy and the value of the property has declined to a value less than the amount owed on the Mortgage, a federal bankruptcy judge may, in some instances, order a division of the bankruptcy claim.

Under this process, the court divides the Mortgage debt into two claims: a secured claim in the amount of the current appraised value of the property and an unsecured claim for the remaining balance of the debt.

All of, or a portion of, the remaining unsecured claim balance is forgiven upon completion of the court-ordered repayment plan. This is known as a cramdown. Such cramdowns are not permitted on Mortgages secured by the Primary Residence of a Borrower who has filed a Chapter 13 bankruptcy.

(a) Notifying Freddie Mac of a proposed bankruptcy cramdown

If the Servicer receives a proposed reorganization plan that includes a bankruptcy cramdown, the Servicer must advise its counsel to file an objection to the reorganization plan. In doing so, the Servicer must direct its counsel to assert that the plan may not modify the original Security Instrument and Note by means of a bankruptcy cramdown.

Additionally, the Servicer must complete and send a copy of Form 1155, Bankruptcy Cramdown Pre-Confirmation Proposal of Settlement Terms, to notify Freddie Mac (**see Directory 5)** of the proposed plan within one Business Day of receiving the plan. Freddie Mac will review Form 1155 that the Servicer submits and make a decision to approve or make a counter-offer to the terms of the proposed plan. In some instances, Freddie Mac may request additional information in its review.

Further, the Servicer must also notify Freddie Mac in the event of a scheduled Bankruptcy Cramdown by reporting a default action code of 35 (Bankruptcy Cramdown Scheduled).

The Servicer must ensure that all terms of the plan are updated and correctly stated on each amendment, if applicable.

If the reorganization plan includes a bankruptcy cramdown that is not in compliance with Chapters 9204 and 9205, the Servicer must object and Freddie Mac will not agree to the terms of the reorganization plan. If the Servicer agrees to a reorganization plan without Freddie Mac's written approval, Freddie Mac reserves the right to exercise any remedies provided by the Guide and the other Purchase Documents. Refer to Chapter 3602 regarding repurchases, repurchase alternatives and other remedies.

(b) Notifying Freddie Mac of a confirmed bankruptcy cramdown

If a reorganization plan has been confirmed, the Servicer must notify Freddie Mac of the confirmed plan within one Business Day of receiving the plan. In doing so, the Servicer must transmit the final terms of a confirmed bankruptcy cramdown to Freddie Mac via the "Court Mandated Modification" screen in Workout Prospector®.

By completing the "Court Mandated Modification" screen in Workout Prospector and submitting the final terms for settlement of a bankruptcy cramdown modification, the Servicer represents and warrants to Freddie Mac that it has completed the data entry in accordance with the instructions set forth in the Workout Prospector Users' Guide and that all information set forth on the "Court Mandated Modification" screen is accurate and in accordance with the terms of the confirmed plan. In submitting the plan terms via the "Court Mandated Modification" screen, the Servicer represents and warrants, among other things that:

- The "Current UPB (pre-modification)" and the DDLPI entered on the "Court Mandated Modification" screen matches the UPB and DDLPI reported to Freddie Mac at the time of confirmation of the reorganization plan
- The data entered on the "Court Mandated Modification" screen matches the final terms of the confirmed bankruptcy cramdown
- The property value is either the BPO or appraisal, depending on what was required by the court

Once the data entered onto the "Court Mandated Modification" screen has been submitted to Freddie Mac, Servicers should monitor the status of the modification in Workout Manager®, which is accessible from Freddie Mac's Servicing Technology Tools web page at **http://www.freddiemac.com/singlefamily/service**. All Mortgages that are scheduled to be processed in Freddie Mac's systems will appear on the Modifications Pending Update report in Workout Manager. Servicers will need a secure user ID and password to access this application. If Servicers do not currently have a user ID and password, they may request access by completing and submitting the **Servicing Applications Sign-Up Form**, which is also available on the web page.

In addition, Freddie Mac will notify Servicers that the modification has been processed in Freddie Mac's systems via the Loan Modifications Processed report. If a Servicer attempts to report a monthly loan-level transaction on a Mortgage based on the modified terms prior to the modification being processed in Freddie Mac's systems, the Servicer will not be able to successfully complete the transaction.

The Servicer must also ensure that proper EDR requirements are followed by reporting the code 69 (Bankruptcy Plan Confirmed) once the reorganization plan has been confirmed. Refer to Exhibit 82, Electronic Default Reporting Transmission Code List, for more information regarding EDR reporting requirements.

The Servicer is further required to notify Freddie Mac **(see Directory 5)**, within one Business Day, if the Borrower is 30 or more days delinquent on a payment under the reorganization plan, or has otherwise breached the terms of the plan, the Servicer must indicate the type of default and include the Servicer's recommendation as to how to proceed.

9401.9: Servicing bankruptcies on Mortgages secured by income properties (03/02/16)

If a Borrower on a Mortgage secured by income producing property files a bankruptcy petition and Freddie Mac has an assignment of rents, the Servicer must take action to prohibit the Borrower from using any income from the property for any purpose other than making payments on the Mortgage by instructing counsel to:

1. File a motion for sequestration of rental income, or

2. Obtain an adequate protection order

9401.10: Selecting bankruptcy counsel, bankruptcy referrals and the Servicer's responsibility to work with bankruptcy counsel (03/02/16)

(a) Selecting bankruptcy counsel

For requirements applicable to Freddie Mac Default Legal Matters, which include bankruptcy matters, refer to Chapter 9501.

(b) Bankruptcy referrals

1. If the Borrower is referred to foreclosure after the bankruptcy referral, the Servicer is not required to refer the foreclosure to the same law firm that handled the bankruptcy matter. However, the Servicer should give preference to the law firm that handled the bankruptcy matter if the Servicer determines it is in Freddie Mac's best interest.

2. If the Borrower is in foreclosure at the time of the bankruptcy referral, or the Borrower files a bankruptcy petition after the foreclosure sale (see Section 9401.6 regarding managing bankruptcy filings after a foreclosure sale), the Servicer is not required to refer the bankruptcy case to the same law firm handling the foreclosure. However, the Servicer should give preference to the law firm handling the foreclosure if the Servicer determines it is in Freddie Mac's best interest.

If the Servicer does not refer the bankruptcy case to the law firm handling the foreclosure, then the Servicer must ensure that it periodically updates the foreclosure counsel regarding the status of the bankruptcy matter. Once the bankruptcy matter is resolved, the Servicer is responsible for transitioning the foreclosure back to the law firm handling the foreclosure for any further required proceedings immediately upon release of bankruptcy, but no later than one Business Day after the resolution of the bankruptcy matter.

3. When referring a bankruptcy case to counsel, the Servicer must provide all documentation and/or information required to handle the bankruptcy matter and work with the bankruptcy attorney to facilitate either timely reinstatement or relief from the automatic stay.

(c) Servicer's responsibility to work with bankruptcy counsel

When the Servicer refers a bankruptcy case to counsel, the Servicer must provide complete written reinstatement or payoff figures to the attorney, trustee, workout specialist or outsourcing vendor, as applicable, at the time of referral unless the Borrower is in foreclosure at the time of the bankruptcy referral and the Servicer refers the bankruptcy case to the law firm handling the foreclosure. Also, the Servicer must respond to any additional requests for reinstatement and/or payoff figures after referral within two Business Days of the date on which the Servicer receives a written request. The Servicer may provide the written reinstatement or payoff figures via a paper document, facsimile or e-mail.

If the bankruptcy counsel requests any additional information and/or documentation at any time, the Servicer must provide such requested information and/or documents within three Business Days after receipt of the request, or such earlier time frame, if necessary to comply with timing requirements under applicable law or court orders and procedures.

A Servicer must maintain communication with the bankruptcy attorney so that the Servicer can manage the bankruptcy case effectively. No less than one time per month, the Servicer must require the bankruptcy attorney to report the status of the case, request any documentation needed from the Servicer and report any relevant information to the Servicer. The Servicer must maintain this information in the Mortgage file or on its Mortgage system.

9401.11: Reimbursement of expenses related to a bankruptcy (03/02/16)

When legally permissible, the Servicer must attempt to obtain payment of the attorney fees and costs resulting from the bankruptcy proceedings directly from the Borrower and/or the bankruptcy court.

Freddie Mac will reimburse the Servicer for expenses the Servicer incurs in accordance with the limits listed in Exhibit 57A, Approved Attorney Fees and Title Expenses, and according to the

requirements contained in Chapter 9701. The Servicer must obtain Freddie Mac's written pre-approval for any fees in excess of the fees listed in Exhibit 57A by submitting a request for pre-approval via the Freddie Mac Reimbursement System.

Freddie Mac will not reimburse Servicers for attorney fees or legal costs on any bankruptcy case if:

1. The Borrower was current on the Mortgage at the time the Borrower filed for bankruptcy protection, has remained current, and Freddie Mac did not approve a referral to bankruptcy counsel for special circumstances

2. The Servicer incurred costs for reaffirmation agreements

3. The Servicer incorrectly reported or failed to report the bankruptcy through EDR. See Section 9401.5 for more details on how to report bankruptcies through EDR.

4. The firm was not eligible to receive referrals of Freddie Mac Default Legal Matters, as specified in Chapter 9501

Chapter 9402: Other litigation involving Freddie Mac-owned or guaranteed Mortgages

9402.1: Freddie Mac rights (03/02/16)

Freddie Mac reserves the right to direct and control all litigation involving a Freddie Mac-owned or guaranteed Mortgage, regardless of whether Freddie Mac is a named party. The Servicer and any law firm handling the litigation must cooperate fully with Freddie Mac in the prosecution, defense and handling of the matter.

Refer to Section 9401.2 for Freddie Mac rights when the requirements of this section regarding Servicer and law firm cooperation with Freddie Mac in the prosecution, defense and handling of litigation involving Freddie Mac-owned or guaranteed Mortgages are not met.

9402.2: Routine and non-routine litigation (03/02/16)

(a) Definition of routine and non-routine litigation

- **Routine litigation** generally is a contested action in which the Borrower alleges case-specific defenses or issues which, if successful, would not create negative legal precedent beyond the immediate case

- **Non-routine litigation** generally is a contested action in which the Borrower alleges case-specific defenses or issues, which, if successful, would create negative legal precedent beyond the immediate case

Examples of non-routine litigation that must be reported to Freddie Mac as non-routine litigation include, but are not limited to, the following:

- Actions that name Freddie Mac as a party

- Action that seeks monetary relief against Freddie Mac, including any claim (including counterclaims, cross-claims, or third-party claims in foreclosure or bankruptcy actions) for damages against Freddie Mac or its officers, directors, or employees

- Actions that challenge the validity, priority, or enforceability of a Freddie Mac-owned or guaranteed Mortgage or seek to impair Freddie Mac's interest in an REO including, by way of example:

    1. An action seeking to demolish a structure on the property or the property as a result of a code violation

2. An action seeking to avoid a lien based on a failure to comply with a law or regulation

3. An attempt by a junior lienholder to assert priority over a Freddie Mac-owned or guaranteed Mortgage or extinguish Freddie Mac's interests

4. A quiet title action seeking to declare Freddie Mac's lien void; and

5. An attempt by a Borrower to effect a cramdown of a Mortgage in bankruptcy as to which Freddie Mac has not delegated authority to the Servicer or law firm to address

- Actions that present an issue that may pose significant legal or reputational risk to Freddie Mac include, by way of example:

  1. Any issue involving Freddie Mac's conservatorship, its conservator, FHFA, Freddie Mac's status as a federal instrumentality, or an interpretation of Freddie Mac's charter

  2. Any assertion that Freddie Mac is a federal agency or otherwise part of the United States Government

  3. Any "due process" or other constitutional challenge

  4. Any challenge to the methods by which Freddie Mac does business

  5. Any putative class actions involving a Freddie Mac-owned or guaranteed Mortgage

  6. Challenges to the standing of the Servicer to conduct foreclosures or bankruptcies which, if successful, could create negative legal precedent with an impact beyond the immediate case

  7. Challenges to the methods by which MERS® does business or its ability to act as nominee under a Mortgage

  8. Any "show cause orders" or motions for sanctions relating to a Freddie Mac-owned or guaranteed Mortgage, whether against Freddie Mac, the Servicer, a law firm, or a vendor of the Servicer or law firm

  9. Foreclosures on HUD-Guaranteed Section 184 Native American Mortgages

  10. Any environmental litigation relating to a Freddie Mac-owned or guaranteed Mortgage

  11. A need to foreclose judicially in a State where non-judicial foreclosures predominate

  12. Any claim invoking Home Affordable Modification Program (HAMP®) as a basis to challenge a foreclosure

13. Any claim brought by a governmental body

14. Cross-border insolvency proceedings under Chapter 15 of the Bankruptcy Code

15. Any claim of predatory lending or discrimination in Mortgage origination or Servicing; and

16. Any claim implicating the interpretation of the terms of the Fannie Mae/Freddie Mac Uniform Mortgage Instruments

Given the evolving nature of default-related litigation, it is not possible to provide an exhaustive list of non-routine litigation. Each contested action presents unique circumstances, and the Servicer should evaluate each action on a case-by-case basis to determine whether a contested action is routine or non-routine.

(b) Legal actions initiated by the Servicer

A Servicer may not initiate legal actions on Freddie Mac's behalf or intervene in legal actions on Freddie Mac's behalf, other than for Freddie Mac Default Legal Matters, unless it obtains written approval **(see Directory 5)** from the Freddie Mac Legal Division. Servicers must comply with Section 9301.12 regarding foreclosing in the Servicer's name.

A Servicer must obtain Freddie Mac's prior written approval **(see Directory 5)** before appealing or otherwise challenging a judgment in any foreclosure or bankruptcy proceeding. A Servicer must also notify Freddie Mac if a Borrower files an appeal or seeks other post-judgment relief in any foreclosure or bankruptcy proceeding.

(c) Referring to Freddie Mac in litigation

Freddie Mac must be described in legal proceedings as "Federal Home Loan Mortgage Corporation ("Freddie Mac"), a corporation organized and existing under the laws of the United States of America." Freddie Mac may not be referred to as a "government agency."

(d) MERS-registered Mortgages

See Section 8101.12(b) for additional requirements relating to notices from MERS and MERS-registered Mortgages.

9402.3: Reporting and notification requirements for Freddie Mac Default Legal Matters (03/02/16)

The Servicer must monitor all Freddie Mac Default Legal Matters.

(a) EDR requirements

The Servicer must act without delay and in accordance with applicable law when responding to any litigation matter.

If non-routine litigation involves a Mortgage that is 30 or more days delinquent, the Servicer must report the litigation matter to Freddie Mac via EDR within the first three Business Days of the month following the month in which the Servicer became aware of the litigation, using default action code 33 (Contested Foreclosure and Litigation).

(b) Legal reporting requirements

1. If a routine legal action becomes non-routine litigation, the Servicer must notify Freddie Mac within two Business Days of the Servicer or the law firm receiving notice of any non-routine litigation. All notifications must be sent via e-mail **(see Directory 5)**.
   In the notification to Freddie Mac, the Servicer must include the name, address, phone number, and e-mail address of the Servicer's counsel and a brief summary including but not limited to: the issues presented, the Freddie Mac loan number, docket number, case caption and court and any relevant pleadings.

   Servicers and the law firm(s) handling non-routine litigation must periodically update Freddie Mac on the progress of the litigation. Servicers and the law firm(s) must also allow Freddie Mac sufficient opportunity, but no less than five Business Days before the filing deadline, to review and comment upon any substantive pleadings including, but not limited to: motions, replies, briefs and proposed orders.

2. If the Mortgage is subject to active non-routine litigation and the Servicer determines the Borrower is eligible for a Freddie Mac Standard Modification, a Freddie Mac Streamlined Modification, or a Capitalization and Extension Modification for Disaster Relief, the Servicer must notify Freddie Mac and the outside counsel retained by the Servicer to handle the litigation of its proposal prior to sending a Trial Period Plan Notice to the Borrower. All notifications must be sent via e-mail to Freddie Mac (see **Directory 5**) and to the Servicer's outside counsel. Servicers must allow Freddie Mac and outside counsel sufficient opportunity, but no less than five Business Days, to review and provide comments.

(c) Legal expenses

The Servicer must obtain Freddie Mac's prior written approval before incurring any expenses in the Servicing of a non-routine litigation matter. To obtain Freddie Mac's approval, the Servicer must first contact Freddie Mac with details of the non-routine litigation matter **(see Directory 5)** according to the reporting requirements in Section 9402.3(b). If legal expenses related to the non-routine litigation matter are reimbursable to the Servicer, then the Servicer must submit a request for pre-approval (RPA) in the Freddie Mac Reimbursement System, including an estimate of the attorney's fees and litigation costs and the attorney's hourly rate.

When a delay in taking protective action might result in the impairment of the property or jeopardize Freddie Mac's lien position, the Servicer must immediately submit an RPA. If unusual or emergency circumstances do not allow the Servicer to request Freddie Mac's prior written approval, then the Servicer must notify Freddie Mac via the Reimbursement System by the next Business Day after the Servicer incurred the expense. If the Servicer's determination to incur the expense was reasonable, as determined in Freddie Mac's sole discretion, Freddie Mac will reimburse the Servicer.

9402.4 Counsel retained by Servicers pursuant to Servicer's duty to indemnify Freddie Mac (03/02/16)

From time to time, the Servicer may retain counsel to represent Freddie Mac and/or the Servicer with respect to litigation involving, related to, or arising out of allegations which, if true, could subject the Servicer to liability to Freddie Mac for a failure to comply with any selling or Servicing representation or warranty or requirement of the Guide or other Purchase Documents. When the Servicer retains counsel for this purpose, the Servicer remains liable for legal fees and costs incurred in the defense of any litigation, as well as any and all losses, judgments, damages and expenses, including fees and costs entered against and incurred on behalf of Freddie Mac. Freddie Mac will reimburse the Servicer for Freddie Mac's proportionate share of expenses for responding to Borrower defenses.

For files referred on or after August 1, 2013, counsel retained and paid by Servicers pursuant to Section 9402.2 and this section do not need to be selected and engaged pursuant to Chapter 9501. However, if the litigation does not involve allegations pursuant to Section 9402.2 and this section, the Servicer must use counsel selected and engaged pursuant to Chapter 9501.

Servicers must notify Freddie Mac **(see Directory 5)** of the retention of counsel and require that its counsel complies with the reporting requirements in Section 9402.3(b).

The Servicer must also ensure that it or 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 counsel was retained. Once any issue for which counsel was retained is resolved, the Servicer is responsible for transitioning the foreclosure, bankruptcy, or eviction matter back to the law firm to which it was originally referred for any required further proceedings.

In instances in which the Security Instrument provides for the Borrower to reimburse any legal fees and costs incurred by the Servicer, the Servicer should instruct its counsel to notify the Borrower about his or her responsibility for such expenses. The Servicer's counsel should attempt to handle such matters by stipulation or any other expeditious manner that will reduce the fees and costs that the Borrower has to pay.

Chapter 9501: Selection, Retention and Management of Law Firms for Freddie Mac Default Legal Matters

9501.1: Servicer's management of law firms for Freddie Mac Default Legal Matters (03/02/16)

This chapter sets forth requirements for the Servicer's review and evaluation, selection, retention and management of law firms (referred to throughout this chapter as "firms") for Freddie Mac Default Legal Matters.

Effective June 1, 2013, all referrals of Freddie Mac Default Legal Matters must be conducted in accordance with the requirements of Chapter 9501. Chapter 9501 governs the referral of Freddie Mac Default Legal Matters to law firms selected by the Servicer under the requirements of Section 9501.7.

Effective August 1, 2013, Servicers must comply with all requirements of this chapter in order to refer Freddie Mac Default Legal Matters to law firms. Refer to Chapter 9502 for requirements related to Default Legal Matters referred prior to the August 1, 2013 effective date.

Each Servicer is responsible for retaining firms for Freddie Mac Default Legal Matters. Freddie Mac will continue to retain firms directly for REO-related legal services: eviction, REO closing, and related litigation (refer to Chapters 9401 and 9402 for more information relating to litigation).

9501.2: Review and evaluation of firms (03/02/16)

(a) Due diligence

As part of its selection process, each Servicer is responsible for obtaining and evaluating documentation and information from firms, and conducting due diligence to ensure that selected firms meet the requirements set forth in Section 9501.3. As part of the process, each Servicer must:

- Obtain and review all required documentation and information submitted by each firm
- Ensure that it selects from a pool of potentially acceptable firms that is diverse, and includes minority and women-owned firms and other diverse firms when feasible; and
- Ensure that the firm or any entity or individual performing work for the firm is not on the Freddie Mac Exclusionary List in accordance with Section 3101.1

(b) Due diligence documentation

The Servicer must provide to Freddie Mac upon request a copy of each firm's application information and related due diligence documentation. Freddie Mac reserves the right to review the process, procedures and due diligence used by the Servicer to evaluate and select a firm.

(c) Document retention requirements

The Servicer must retain all information submitted by a firm in support of the firm's application and all information otherwise gathered by the Servicer regarding the firm. The Servicer must maintain any information relating to firms that are selected and retained by the Servicer for as long as the firm is providing legal services with respect to Freddie Mac-owned or guaranteed Mortgages and, thereafter, for the longer of any retention period applicable to the Servicer or seven years. The Servicer must maintain any information relating to firms that are not selected and retained by the Servicer for the longer of any retention period applicable to the Servicer or seven years.

9501.3: Firm Minimum Requirements (03/02/16)

The Servicer must ensure that all firms selected and retained to handle Freddie Mac Default Legal Matters meet the firm minimum requirements specified in this section ("Firm Minimum Requirements"), and all other applicable Freddie Mac requirements. The Firm Minimum Requirements are as follows:

(a) Firm practice

The firm's practice areas must include end-to-end default-related legal services: foreclosure, bankruptcy, loss mitigation (e.g., deeds-in-lieu of foreclosure), default-related litigation and REO-related legal services: eviction, REO closing and related litigation.

The firm must:

- Be familiar with industry standards in the State in which it practices
- Understand the State legal processes and requirements in default-related and REO-related legal services; and
- Understand the substantive legal issues in the State (e.g., standing)

Additionally, the Servicer must consider firm experience in the following areas: foreclosure mediation, the Fair Debt Collection Practices Act, title curative issues, and general housing-related issues (e.g., rent control, Section 8, lead paint liability, health code violations, foreclosure redemption, confirmation and ratification, homeowners association, mobile home

matters, and cooperative loans). The firm should also have some experience with delegation for loss mitigation.

The Servicer must also consider the firm's membership in default-related and REO-related trade and industry groups, attendance or participation in State bar associations, seminar and lecture participation and attendance, and any other activities relevant to default-related and REO-related law practice.

(b) Presence in State

Firms generally must have a staffed office in the State in which the firm is retained for Freddie Mac Default Legal Matters.

In addition:

- The legal work must be performed by the attorneys licensed in the State where the Mortgaged Premises is located
- The firm must be registered, as necessary, with appropriate State authorities
- For the States in which an appropriately staffed office is required, the firm must disclose to the Servicer the extent, if any, to which work will be performed by an office of the firm in another State
- The Servicer must require the firm to disclose to the Servicer where the staff handling the work in the particular State is located, and to whom the staff in that office regularly reports; and
- The Servicer must obtain office addresses for each firm it seeks to retain

1. Judicial foreclosure States

In judicial foreclosure States, the firm must have an appropriately staffed office in the State in which the firm is retained for Freddie Mac Default Legal Matters.

2. Non-Judicial foreclosure States

In non-judicial foreclosure States, a firm must have an appropriately staffed office located in the State in which the firm is retained, except in the following non-judicial foreclosure States: Alaska, District of Columbia, Idaho, New Hampshire, Rhode Island, Montana, West Virginia and Wyoming. In those States, Servicers should give preference to firms that have staffed offices in those States. However, out-of-State firms may be used to handle Freddie Mac Default Legal Matters, provided that the firm is located in the same region of the country and is able to demonstrate that it has policies, procedures and processes in place to handle cases from out of State.

Servicers may use firms outside of Puerto Rico, the U.S. Virgin Islands and Guam to handle foreclosure and bankruptcy matters in those States. Servicers should give preference to firms that have staffed offices in the State, but out-of-State firms may be used, provided that they are able to demonstrate that they have policies, procedures and processes in place to handle cases from outside the State.

If a Servicer has difficulty finding a sufficient number of firms with appropriately staffed offices in States other than those listed in the exceptions above, the Servicer may contact Freddie Mac to request an exception to the requirement that a firm have an appropriately staffed office located in the State. Requests should be sent to Freddie Mac **(see Directory 1)**.

(c) State-specific industry references

The Servicer must obtain from the firm at least two State-specific mortgage servicers 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 State.

(d) Statewide coverage and use of local counsel

The Servicer must ensure that the firm has the ability to cover foreclosure, bankruptcy, eviction, REO closing matters and default-related litigation throughout the State.

If the firm has partnerships or relationships with third parties (e.g., local counsel, trustee companies or title companies) that will perform or complete some aspect of the default-related and REO-related work, the Servicer must require the firm to: (i) obtain disclosure from the firm regarding such relationships and the extent to which third parties will be relied upon and (ii) determine whether the firm has 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 State, the Servicer must ensure that the firm has 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 (e.g., 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.

(e) Prior volume experience

Servicers must confirm the firm and/or managing attorney(s) has 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 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, 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 State 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.

(f) Firm has adequate, relevant State-specific experience

The Servicer must confirm that the firm has one or more managing attorney(s) or partner(s) with no less than 8 years of relevant, State-specific experience in foreclosure (including where applicable, confirmation, redemption and ratification matters), bankruptcy, loss mitigation, eviction, and REO closings and litigation. Servicers may make exceptions to this requirement for documented reasons in the event a firm is otherwise qualified.

The Servicer must obtain the names and the years of experience in each area (foreclosure, bankruptcy, eviction, REO closings and related litigation) for the firm's managing attorney(s) or partner(s) and associates.

If the principals or partners of the firm are not actively involved in the management of the firm, the Servicer must consider the level of experience of those actively involved in managing the firm.

(g) One or more of the firm's lead attorneys has adequate, relevant litigation experience in the State

The Servicer must determine whether the firm has at least one lead attorney to handle Freddie Mac Default Legal Matters with a minimum of five years of experience in default-related and REO-related litigation in the State. The firm's partner(s) or managing attorney(s) may act as the lead attorney for Freddie Mac Default Legal Matters. If the firm will utilize staff attorneys for Freddie Mac Default Legal Matters, one or more staff attorneys must have at least three years of experience in handling default-related and REO-related litigation in the State.

(h) Attorney licensing

The Servicer must confirm that the firm's attorneys who will handle Freddie Mac Default Legal Matters are licensed to practice, and in good standing, in the State in which the firm is being retained. Legal work must be performed by attorneys licensed in the State.

(i) Staff experience

The Servicer must determine whether the firm's non-attorney staff has 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.

(j) Staff oversight

The Servicer must confirm that the firm has appropriate attorney-to-staff ratios to ensure appropriate staff oversight given the size of the firm and the firm's operational structure. The Servicer must consider whether the firm practices in a judicial or a non-judicial State, the firm's case management practices, the State-specific process, attorney and staff experience, firm technology and firm infrastructure.

(k) File oversight

The Servicer must confirm that the firm has appropriate (i) attorney-to-file and (ii) staff-to-file ratios, given the size of the firm and the firm's operational structure. The Servicer must take into consideration whether the firm practices in a judicial or a non-judicial foreclosure State, the firm's case management practices, the State-specific processes, attorney and staff experience, firm technology and firm infrastructure.

(l) Firm capacity

As of the date of the submission of the Servicer Selection Form via **https://freddiemacsats.com**, the Servicer must confirm that the firm has the ability to accept additional referrals. Additionally, the Servicer must confirm that the firm is not 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 firm–to-file and staff-to-file ratios. The Servicer must confirm that the firm has contingency plans to deal with a contraction in the market.

(m) Ethics and professional standards

The 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, in the totality of the circumstances, pose a legal and/or reputational risk or exhibit systematic issues that may lead to reputational and/or legal risk to Freddie Mac.

The 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 five years, including the nature of the sanctions and if they relate to a loan-level matter or

systemic firm practice, and if related to firm practice, any corrective actions taken by the firm

- Any bar complaints/reprimands against present and former firm attorneys in the past ten years and whether the complaints were closed, pending or resulted in some form of adverse action

- Any government investigations involving firm practices in the past ten years and whether the investigations involved firm practices or are related to client investigations

- Any damages or settlement of claims as a result of an allegation of professional negligence against the firm or its attorneys in the past five years (i) in excess of $20,000 in any single occurrence, $50,000 in the aggregate, or (ii) 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 lawsuit 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 Freddie Mac in the Servicer Selection Form.

The Servicer must obtain a 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 been previously terminated by Freddie Mac or Fannie Mae or had referrals suspended by Freddie Mac or Fannie Mae.

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/or 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 the Servicer Selection Form.

Freddie Mac 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 to Freddie Mac. 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.

(n) Timelines

The Servicer must review the firm's completion timelines, and confirm that the firm is able to track, monitor and complete foreclosure and bankruptcy matters in compliance with

applicable law and Freddie Mac timeline requirements, taking into consideration outside factors that impact compliance with Freddie Mac timelines such as new foreclosure requirements and court delays.

(o) Information privacy

The 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 International Office for Standardization (ISO) or National Institute for Standards and Technology (NIST). The firm must ensure that PII that is stored on the firm's systems and workstations is encrypted at rest at all times. The 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. The firm may not perform, outsource, or send to any affiliate outside of the United States or its territories, any legal work on Freddie Mac-owned or guaranteed Mortgages, including any storage of Freddie Mac data. The firm may not send any PII underlying Freddie Mac-owned or guaranteed Mortgages, outside the United States. The firm must have written policies, procedures, and processes in place by the date of the submission of the Servicer Selection Form, 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.

(p) Daily reporting to Freddie Mac

The Servicer must confirm that the firm has the capability to provide daily reporting to Freddie Mac of key metrics (i.e., volume, milestones, delays, loss mitigation successes, litigation detail, etc.) pursuant to Section 9501.10. The Servicer must also ensure that the firm has staff responsible for reporting data directly to Freddie Mac.

(q) Technology

The Servicer must confirm that the firm has adequate technology in place or technological capabilities to provide reporting, communication and tracking of key events and milestones,

including access to PACER/ECF or other similar systems to obtain case and docket information from federal appellate, district and bankruptcy court records.

Additionally, the Servicer must confirm that the firm is able to provide status reports and track significant dates and events for foreclosure, bankruptcy, evictions and REO closings and has the capability to measure the duration between various process stages, to identify process impediments (e.g., holds) and to parse holds into different categories.

If a firm is multi-jurisdictional or has partnerships or relationships with third parties (e.g., 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 Servicer must confirm that the firm maintains a reliable and secure means of exchanging matter information between each office and any third party the firm relies upon.

The Servicer must require the firm to describe whether the firm currently uses a universal translation technology to communicate information between their technological system and the various Servicers' systems, or explain its method for transmitting information efficiently, accurately and securely to Servicers.

(r) Technology staffing

The Servicer must confirm that the firm has adequate in-house technical expertise or readily available vendor support to ensure compliance with Freddie Mac's automated reporting requirements.

(s) Insurance requirements

The Servicer must confirm that the firm has an appropriate level of malpractice and errors and omissions insurance coverage in place or be able to obtain an appropriate amount of insurance by the date of the submission of the Servicer Selection Form. The appropriate level of insurance coverage will depend upon the total number of Freddie Mac and Fannie Mae files the firm is managing or expects to manage when being evaluated by the Servicer. The firm must have the ability to obtain the appropriate amount of insurance coverage under the new requirements as follows:

- Tier I, volume of 0-4,499 foreclosure matters, coverage of not less than $1 million per occurrence with an aggregate of not less than $3 million

- Tier II, volume of 4,500-19,999 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 Freddie Mac or Fannie Mae pending foreclosure volume. By way of example, if a firm had 2,000 Freddie Mac foreclosure matters and 4,501 Fannie Mae 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 firm's coverage, 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.

(t) Financial resources

The Servicer must confirm that the firm has adequate financial resources and 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 and/or other firm financial documents in order to confirm that the firm has sufficient reserves or credit lines to manage operating expenses.

(u) Business continuity

The Servicer must confirm that the firm has business continuity and/or disaster recovery plans in place to recover critical business functions. The firm must have a documented succession/continuity plan in the event of loss of the firm owners/partners.

(v) Quality control

The Servicer must confirm that the firm has written policies, procedures and/or processes in place by the date of the submission of the Servicer Selection Form, to ensure the proper management and supervision of staff and the proper preparation, review, execution and notarization of default-related documents and REO-related documents. The Servicer must also confirm the firm has an escalation process for employees to raise document execution and other quality control issues to firm management.

The Servicer must obtain documentation and 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 quality control reviews.

(w) Employee training

The Servicer must confirm that the firm has written policies for employee training, including privacy training. When determining whether a firm's employee training is

adequate, the Servicer must review the frequency of training, the presence of policies and procedures and firm handbooks, manuals and job aids.

(x) Adverse matters

No substantial part of the firm's practice can include matters that are adverse to financial institutions, including Freddie Mac or Fannie Mae. Adverse matters to financial institutions include:

- Homeowners or condominium association foreclosures
- Consumer debtor or mortgagor representation
- Bankruptcy trustee representation; or
- Any other client(s) that may create a potential conflict of interest

(y) Conflicts of interest

Attorneys must not be affected by a conflict of interest or a potential conflict of interest when handling Freddie Mac Default Legal Matters. The Servicer must retain the most qualified attorneys in compliance with Freddie Mac requirements to assist with processing Freddie Mac Default Legal Matters without regard to arrangements that could provide a financial or personal benefit directly or indirectly to the Servicer, its employees, outsource companies or third party vendors utilized by the Servicer to assist in Servicing defaulted Mortgages.

On the Servicer Selection Form, the Servicer must disclose to Freddie Mac any current, past (within the last five years), or pending personal and/or financial relationships between (i) the Servicer and the firm, including its partners and shareholders (as applicable) and (ii) the 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 Mortgages.

(z) Disclosure of third-party service providers

The Servicer must require the firm to disclose the identity of, and relationship with, any entities the firm relies upon to provide third-party support functions performed on the Servicer's behalf, including, but not limited to, title searches, title insurance, posting, publication, and process services.

The Servicer must also require the firm to disclose whether the firm has a process to select and regularly review costs and performance of vendors of related sources to ensure competitive pricing and high quality.

(aa) Referrals

The Servicer is responsible for ensuring that the firm complies with Freddie Mac requirements and applicable laws regarding referrals and payment of related fees and benefits, as further described in Sections 9501.7 and 9501.8.

The Servicer must not require the firm to use vendors, outsource companies or other third-parties specified by the Servicer as a condition of receiving a referral of a Freddie Mac Default Legal Matter.

(bb) Diversity data

The Servicer must confirm that the firm has the capability to report diversity data to the Servicer and Freddie Mac, if necessary.

9501.4: Selection of firm (03/02/16)

(a) Servicer selects firm

If the Servicer determines that a firm meets the Firm Minimum Requirements specified in Section 9501.3 and all other Guide requirements, then the Servicer must complete and submit a Servicer Selection Form to Freddie Mac, via **https://freddiemacsats.com** and receive Freddie Mac's "no objection" determination before entering into an agreement with a firm to handle Freddie Mac Default Legal Matters. If Freddie Mac requests additional information from the Servicer as part of this process, the Servicer must provide the requested information within the time frame requested by Freddie Mac. Servicers may not rely upon a previous submission of a Servicer Selection Form with respect to a firm by another Servicer that received a "no objection" determination. Each Servicer must conduct its own due diligence, submit a Servicer Selection Form and receive a "no objection" determination for each firm that the Servicer wishes to retain to handle Freddie Mac Default Legal Matters.

If a firm practices in multiple States, the Servicer must submit a Servicer Selection Form for each State office for which the Servicer wishes to retain the firm.

Servicer Attorney Tracking System (SATS) registration

Servicers must use the Servicer Attorney Tracking System (SATS), an online process, to submit a Servicer Selection Form to Freddie Mac for each law firm selected to handle Freddie Mac Default Legal Matters. To establish access to SATS, Servicers must first register to create a user ID and password at **https://freddiemacsats.com**. After completing the registration process, SATS will allow users to submit the information required in the Servicer Selection Form to Freddie Mac for review. SATS will also allow Servicers to respond to Freddie Mac's requests for additional information, as necessary, and will allow Servicers to track each submission's status during the review process.

Freddie Mac will not review any Servicer Selection Form completed and submitted to any Freddie Mac e-mail address. Servicers must complete and submit the Servicer Selection Form via **https://freddiemacsats.com**.

(b) Freddie Mac review of Servicer Selection Form

After Freddie Mac receives the Servicer Selection Form, Freddie Mac will notify the Servicer via the Servicer's registered e-mail address with SATS whether Freddie Mac:

- Objects to the Servicer's retention of the firm to handle Freddie Mac Default Legal Matters
- Has no objection to Servicer's retention of the firm to handle Freddie Mac Default Legal Matters; or
- Needs additional information or documentation, or due diligence to be conducted before deciding whether the firm may be retained. If requested, the Servicer must provide any additional information or documentation to Freddie Mac via **https://freddiemacsats.com**, and must conduct any further due diligence requested by Freddie Mac within the time period stated in Freddie Mac's request.

(c) Freddie Mac's response to Servicer firm selection

(i) Freddie Mac provides a "no objection" response

The Servicer must enter into a contract with the firm (if a contract does not already exist) as further specified in Section 9501.5, to handle Freddie Mac Default Legal Matters.

(ii) Freddie Mac provides an "objection" response

If the Servicer determines not to retain a particular firm, or if Freddie Mac objects to the retention of a particular firm, the Servicer must notify the firm that the firm cannot be hired for Freddie Mac Default Legal Matters.

(d) The Servicer decides not to retain firm

The Servicer is not obligated to inform Freddie Mac:

- If the Servicer determines that a firm does not meet the Firm Minimum Requirements; or
- If the Servicer decides not to retain a firm

(e) Diversity

Servicers are reminded that they must be aware of, and comply with, Freddie Mac's requirements in Sections 1201.10 and 1301.2. The Servicer must commit to practice the

principles of equal employment opportunity and non-discrimination in all its business activities, including the retention and hiring of firms retained pursuant to this section.

9501.5: Retention of firm (03/02/16)

(a) Servicer contract with firm

If the Servicer has not already entered into a contract with a selected firm and Freddie Mac has provided a "no objection" determination, then the Servicer must enter into a contract with the firm. The Servicer must notify Freddie Mac when the contract has been executed by updating the Servicer Attorney Tracking System (SATS) via **https://freddiemacsats.com**, and must provide a copy of the contract to Freddie Mac, upon request.

(b) Freddie Mac limited retention agreement with firm

Freddie Mac will enter into a limited retention agreement that sets forth certain key retention provisions with each selected firm for each State in which the firm has received a "no objection" determination.

(c) Conflict between Servicer's contract and limited retention agreements; Servicer's respective consent

The Servicer acknowledges that the limited retention agreement recognizes and reflects a joint attorney-client relationship between the law firm, Freddie Mac and the Servicer, and the Servicer consents to such joint representation. The Servicer consents, in advance, to the selected firm's representation of Freddie Mac in any Freddie Mac Default Legal Matter that is or might be adverse to the Servicer, and further agrees that the firm can use in such representation any information the firm gained in the course of jointly representing the Servicer and Freddie Mac. In the event of any inconsistency or conflict between the terms and conditions of the Servicer's contract with the selected firm and the terms and conditions of Freddie Mac's limited retention agreement with the firm, Freddie Mac's limited retention agreement shall control.

9501.6: Training of firms (03/02/16)

(a) Training prior to referral

The Servicer must not refer any Freddie Mac Default Legal Matters to a firm until the Servicer verifies that the firm has executed a limited retention agreement with Freddie Mac and has completed Freddie Mac's new firm training.

A firm is only required to attend Freddie Mac's new firm training once, regardless of the number of Servicers that select and retain the firm.

(b) Ongoing training

The Servicer must ensure that each firm obtains appropriate training to keep the firm apprised of updated Freddie Mac requirements. If the Servicer provides its own standard training and/or other communication materials to a firm, the Servicer must include information regarding Freddie Mac's requirements.

9501.7: Referral of Freddie Mac Default Legal Matters to firm (03/02/16)

(a) Requirements prior to referral

Prior to referring a Freddie Mac Default Legal Matter to a firm, the Servicer must confirm that the firm is eligible to receive a referral by ensuring that:

- The firm meets the Firm Minimum Requirements, as specified in Section 9501.3
- Freddie Mac has provided a "no objection" determination, as specified in Section 9501.4
- The firm has executed a contract with the Servicer requiring the firm to comply with all applicable Freddie Mac requirements, as specified in Section 9501.5
- The firm has executed a limited retention agreement with Freddie Mac, as specified in Section 9501.5
- The firm has completed Freddie Mac training and any additional Servicer training, as specified in Section 9501.6; and
- There are no conflicts of interest with respect to the retention of the firm and referral of Freddie Mac Default Legal Matters to the firm

(b) Diversification of referrals

The Servicer must diversify its referrals of Freddie Mac Default Legal Matters to an appropriate number of firms in each State to protect the interests of Freddie Mac and to mitigate the risks related to a high concentration of Freddie Mac files. In selecting firms for referrals, the Servicer must consider firm capacity and management of staff to file ratios.

(c) Bankruptcy and foreclosure matters

The Servicer must not refer foreclosure matters directly to trustees listed on the deeds of trust.

Refer to Section 9401.10 for additional referral requirements.

(d) Providing documentation to firm

The Servicer must identify a file as a Freddie Mac Default Legal Matter when sending the file to a firm. When referring a file to a firm, the Servicer must provide all documentation required to initiate a foreclosure. If the firm requests any additional information and/or documentation at any time, the Servicer must provide such requested information and/or documents within three Business Days after receipt of the request, or within such earlier time frame if necessary to comply with timing requirements under applicable law or court orders and procedures.

For any Mortgage that the Servicer refers for foreclosure that is subsequently repurchased by the Servicer, whether voluntarily or involuntarily, the Servicer must notify foreclosure and/or bankruptcy counsel within two Business Days of the completed repurchase. (See Chapter 3602 for additional information about repurchases.)

(e) Contingency plan

All Servicers must have a contingency plan in place, either in the form of a stand-alone document or incorporated into policies and procedures, to redirect new foreclosure and bankruptcy referrals.

9501.8: Prohibitions related to Freddie Mac Default Legal Matters (03/02/16)

Servicers must not require the firm to perform any foreclosure or bankruptcy-related services on any Freddie Mac Default Legal Matter without compensation.

(a) Prohibition against charging for, contracting for, or making arrangements to receive benefits for Servicing obligations

A Servicer, whether acting directly or through an affiliate, service provider, vendor or outsourcing company, must not directly or indirectly:

- Charge Freddie Mac or the firm for any foreclosure or bankruptcy-related Servicing obligations, including expenses covered by the Servicing Spread; or

- Contract or make any arrangements with the firm whereby the Servicer (or its affiliate, service provider, vendor or outsourcing company) receives, directly or indirectly, any financial or other benefits (including, but not limited to, payments, the provision of employees or free or discounted services or products) from the firm in connection with any Freddie Mac Default Legal Matter or Freddie Mac-owned or guaranteed Mortgage

Refer to Section 8103.3 for additional information on Servicing obligations.

(b) Prohibitions with respect to use of specific vendors, services and/or products

The Servicer, and not a service provider, vendor or outsourcing company assisting the Servicer in Servicing defaulted Mortgages, must select the firm to handle Freddie Mac Default Legal Matters, and Servicers must not permit service providers, vendors, outsourcing companies, or others to participate in or influence, in any way, the Servicer's referral process.

A Servicer must not, whether acting directly or through an affiliate, service provider, vendor or outsourcing company:

- Require the firm to contract with or use a particular service provider, vendor or outsourcing company, or to use, or pay for, a particular service or product
- Refuse to refer a file to the firm because the firm chooses not to contract with or use a particular service provider, vendor or outsourcing company, or chooses not to use, or pay for, a particular service or product; or
- Charge the firm for any aspect of the file referral or management process, including, but not limited to, the use of connectivity or invoice processing systems (e.g., licensing or subscription fees, "click" charges, or any other payment) in order for the firm to provide services necessary to handle Freddie Mac Default Legal Matters (e.g., to prosecute the foreclosure or bankruptcy case)

However, a Servicer may require the firm to use certain connectivity or invoice processing systems, provided that the firm is not required to pay for the use of, or access to, such systems.

Refer to Section 9501.9 for information about use of, and reimbursement for, connectivity and invoice processing systems.

9501.9: Servicer use of connectivity and invoice processing system (03/02/16)

A Servicer, whether acting directly or through any vendor, service provider or outsourcing company, may employ electronic monitoring, management, reporting or information and document delivery processes technology, referred to in this section as a "Connectivity System," and an invoice processing system as outlined below.

(a) Connectivity System

A Servicer may employ a Connectivity System to assist with fulfilling Servicing obligations such as:

- Packaging and referring foreclosure and bankruptcy cases to the firm
- Communicating information and delivering documents between the Servicer and the firm as well as any other third parties requiring access to the Connectivity System; and
- Managing and monitoring foreclosure and bankruptcy cases

If a Servicer uses a Connectivity System:

- Freddie Mac will reimburse the Servicer for the actual cost of the connectivity fee up to the maximum expense limit specified in Section 9701.11
- The Servicer must provide the firm with use of and access to the identical Connectivity System
- The Servicer must permit, or continue to permit, the firm to integrate its own technology systems with the Connectivity System at no cost to the firm; and
- The Servicer must not pass on any Connectivity System related charges to the Borrower or the firm

(b) Invoice processing system

A Servicer may employ an invoice processing system for managing the submission and payment of invoices.

If a Servicer, whether acting directly or through a vendor or outsourcing company, processes firm invoices electronically:

- Freddie Mac will reimburse the Servicer for the actual cost of the invoicing fee up to the maximum expense limits specified in Section 9701.11; and
- The Servicer must not pass on any invoice processing related charges to the Borrower or the firm

The amounts specified in Section 9701.11 for connectivity and invoice processing systems are the maximum amounts for which a Servicer may seek reimbursement for the life of the default (i.e., the duration of the foreclosure, including any Freddie Mac Default Legal Matter such as bankruptcy).

For example, if a Servicer has already referred a Mortgage to foreclosure and it then becomes necessary to take action with respect to a bankruptcy related to such Mortgage, or if a Servicer has already referred a file for bankruptcy and foreclosure has commenced following the bankruptcy referral, the Servicer may be reimbursed only for one connectivity fee. Likewise in this scenario, if the Servicer is using an invoice processing system, then the Servicer may only

seek reimbursement for one invoicing fee associated with the foreclosure and for one invoicing fee associated with the bankruptcy during the life of the default.

9501.10: Servicer reporting on Freddie Mac Default Legal Matters (03/02/16)

The Servicer must provide reports related to firm performance, management of foreclosure and bankruptcy processes, oversight of firm compliance and performance and other related matters as required by Freddie Mac. Servicers must ensure that all firms retained for Freddie Mac Default Legal Matters report data required by Freddie Mac directly to Freddie Mac accurately and in the time frames prescribed. This includes daily reporting to Freddie Mac via a web-based attorney reporting system of key metrics such as:

- Milestones during the lifecycle of Freddie Mac Default Legal Matters
- Delays affecting prompt and efficient completion of the Freddie Mac Default Legal Matter
- Successful loss mitigation activities
- Litigation detail during the lifecycle of certain non-routine litigation matters
- Completion of the Freddie Mac Default Legal Matter

Key metrics generally must be reported to Freddie Mac within 24 hours of occurrence, unless otherwise prescribed in related training materials for the web-based attorney reporting system.

9501.11: Servicer monitoring and management of firm (03/02/16)

The Servicer is responsible for managing and monitoring all aspects of the firm performance, providing necessary assistance to the firm relating to Freddie Mac Default Legal Matters, and for undertaking all activities required to protect Freddie Mac's interest in the Mortgage. The Servicer must also ensure that the firm is in compliance with applicable Freddie Mac requirements, and that the firm receives all training and documentation relating to applicable Freddie Mac requirements, either separately or as part of the Servicer's standard training.

(a) Compliance processes

The Servicer must develop and have in place policies and procedures regarding oversight and compliance of firms handling Freddie Mac Default Legal Matters. The Servicer must have policies and procedures reasonably designed to ensure that firms handling Freddie Mac

Default Legal Matters are in compliance with the limited retention agreement, the applicable provisions of the Guide, and applicable law.

The Servicer's ongoing compliance monitoring must address the following minimum elements:

- Ongoing eligibility under the Firm Minimum Requirements specified in Section 9501.3
- Compliance with the limited retention agreement, including the fee and cost guidelines; and
- Firm performance and processes necessary to ensure Servicer's compliance with applicable Guide requirements

The Servicer must conduct periodic compliance reviews and training as appropriate. In determining the frequency of firm compliance reviews, the Servicer must consider the overall risk posed to Freddie Mac by the firm (legal, reputational, and financial), firm file 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.

(b) Freddie Mac review of compliance process

Freddie Mac reserves the right to review the Servicer's compliance process. Freddie Mac may require Servicers to conduct additional compliance activities related to firms handling Freddie Mac Default Legal Matters, such as additional firm compliance reviews.

The Servicer must make available to Freddie Mac upon request the materials relating to its performance and compliance monitoring of firms handling Freddie Mac Default Legal Matters, including:

- Information regarding the scope and methodology of the Servicer's compliance monitoring
- The schedule of firm compliance reviews conducted
- The identity of any vendors used in the firm compliance reviews
- All documentation from the firm compliance reviews; and
- All findings, reports or remediation plans resulting from the firm compliance reviews

In addition, Freddie Mac may require a Servicer to change the scope of its compliance process used to monitor firms handling Freddie Mac Mortgages.

(c) Freddie Mac right to audit firm

Freddie Mac also reserves the right to directly conduct firm audits and firm on-site visits as Freddie Mac deems necessary. Freddie Mac audits and visits may focus on items such as fee and cost compliance, Servicer compliance with Freddie Mac requirements, and high-risk issues, including compliance with applicable laws, reputational risk, unsatisfactory results of Servicer firm compliance reviews and conflicts of interest involving Freddie Mac-owned or guaranteed Mortgages.

9501.12: Escalation of firm issues to Freddie Mac (03/02/16)

(a) Escalation of issues

The Servicer must notify Freddie Mac via e-mail **(see Directory 1)**, within two Business Days of discovery or sooner if circumstances warrant, if the Servicer becomes aware of any issues or concerns relating to a firm (including a specific employee or vendor of a firm), or a Freddie Mac Default Legal Matter, including, but not limited to:

1. Any information regarding a firm that may warrant a firm's suspension, termination or Servicer request to transfer Freddie Mac Default Legal Matters to another firm

2. Information suggesting legal or reputational risk posed by the firm such as bar complaints, sanctions, or litigation alleging systemic issues with the firm, firm attorney, or the firm's practices

3. Security incidents that compromise the security, confidentiality or integrity of "sensitive customer information" and that security incident is related to Freddie Mac-owned or guaranteed Mortgages (refer to Section 1301.2(f))

4. Actual or alleged fraud on the part of the firm

5. Federal, State, or local governmental inquiries, including congressional inquiries, regarding a firm, Freddie Mac-owned or guaranteed Mortgages, or Freddie Mac or Servicer practices affecting Freddie Mac-owned or guaranteed Mortgages

6. Non-routine litigation (as described in Section 9402.2)

7. Media inquiries relating to Freddie Mac, a firm, or Freddie Mac-owned or guaranteed Mortgages

8. Volume or capacity issues with the firm

9. Breach of the limited retention agreement between the firm and Freddie Mac, or the contract between the firm and the Servicer

10. Legal matters such as regulatory updates and specific reporting on certain matters (e.g., transfer tax matters)

11. Any systemic issues with the firm

12. Systemic Servicer issues related to file suspensions and foreclosure holds (e.g., failure to properly implement new statutory changes); and

13. Any material change in the ownership, partnership, or organization of the firm after executing the limited retention agreement. Such notifications should include instances where a named partner leaves the firm or a major practice group separates from the firm.

(b) Procedures relating to issues and concerns

When a Servicer provides Freddie Mac notice of an issue requiring Freddie Mac's attention, the Servicer must designate in its e-mail one or more points of contact. Freddie Mac may request that the Servicer obtain additional information from the firm regarding the issue that was escalated to Freddie Mac, and the Servicer must promptly provide the requested information to Freddie Mac.

(c) Freddie Mac rights

Freddie Mac reserves the right to issue direction to Servicers and firms regarding escalated issues. Refer to Section 9501.15 for more information about Freddie Mac's reservation of rights

(d) Escalated issue – confidential information

Any issue that is identified and escalated to or by Freddie Mac pursuant to this section (other than non-routine litigation) is considered to be "confidential information" as defined in Sections 1201.8 and 8101.8. The Servicer must comply with the requirements of such sections with respect to treatment of any escalated issue.

9501.13: File transfers, termination and suspension of firms (03/02/16)

(a) Servicer-directed suspension of referrals, Freddie Mac Default Legal Matter transfers and terminations

If a Servicer becomes aware of information regarding a firm's handling Freddie Mac Default Legal Matters that might warrant a suspension of referrals of new Freddie Mac Default Legal Matters, the transfer of Freddie Mac Default Legal Matters to another firm, and/or termination of the firm (such as for legal, reputational, or operational risk), the Servicer must:

- Notify Freddie Mac within two Business Days via e-mail or sooner if circumstances warrant, as set forth in Section 9501.12; and

- Conduct due diligence with respect to the issue

If the Servicer intends to suspend referrals of new Freddie Mac Default Legal Matters, transfer Freddie Mac Default Legal Matters, and/or terminate a firm, the Servicer must provide Freddie Mac with at least five Business Days' notice **(see Directory 1)** prior to implementing the decision. In addition, the Servicer must:

- Provide Freddie Mac with the implementation plan for the course of action chosen by the Servicer

- Upon request, provide Freddie Mac with the reason for the decision and the due diligence materials or other information supporting the decision

- Inform the firm of the decision; and

- Keep Freddie Mac periodically updated with respect to the status of implementation of the decision

Refer to Section 9501.14 for additional information relating to implementation of terminations, transfer of Freddie Mac Default Legal Matters and suspensions.

(b) Freddie Mac-directed suspension of referrals, matter transfers and terminations

Freddie Mac may direct the Servicer to initiate an investigation of a firm if Freddie Mac becomes aware of information that might warrant a suspension of referrals of new Freddie Mac Default Legal Matters, the transfer of Freddie Mac Default Legal Matters, or termination of the firm. Freddie Mac also may conduct due diligence and investigations as necessary. Freddie Mac may instruct Servicers to suspend some or all referrals of new Freddie Mac Default Legal Matters, to transfer some or all existing Freddie Mac Default Legal Matters, or to terminate a firm.

In the event of a decision by Freddie Mac to suspend referrals of new Freddie Mac Default Legal Matters, transfer Freddie Mac Default Legal Matters, or terminate a firm, Freddie Mac will:

- Inform the Servicer of the decision and provide direction with respect to required Servicer actions, including direction with respect to transfers of Freddie Mac Default Legal Matters

- Inform the firm of the decision and provide direction to the firm with respect to required firm actions; and

- Terminate the limited retention agreement between Freddie Mac and the firm, as appropriate

(c) Documentation of due diligence review

The Servicer must maintain documentation of the due diligence review, the Servicer's decision, and all other information supporting the decision for a period of seven years after such decision.

9501.14: Implementing file transfers and/or the termination and suspension of firms (03/02/16)

(a) Implementation plan

Prior to implementing any decision to terminate a contract with a firm, suspend referrals of new Freddie Mac Default Legal Matters and/or transfer Freddie Mac Default Legal Matters from a firm, the Servicer must develop an implementation plan which addresses:

- File transfers
- The capacity of other eligible firms in the State to handle additional Freddie Mac Default Legal Matters and/or transferred Freddie Mac Default Legal Matters
- Proration of fees and costs between the transferor and transferee firms
- Contract provisions during any transition period, including insurance; and
- Other issues as necessary

The implementation plan must take into account any legal, operational or reputational risks that may arise during the transition period, and must address these risks in the most cost-efficient and effective manner. Freddie Mac reserves the right to require the modification of the implementation plan, and provide additional Servicer requirements relating to the termination of any firm, the suspension of referrals of new Freddie Mac Default Legal Matters and the transfer of Freddie Mac Default Legal Matters.

(b) Servicer monitoring of implementation plan

The Servicer must take all necessary steps to ensure that the implementation plan proceeds in an orderly manner and that all Freddie Mac interests are protected during the implementation. Such steps include, but are not limited to:

- Transferring files relating to Freddie Mac Default Legal Matters to eligible firms

- Addressing any issues arising from the transfer of files, the suspension of referrals and the termination of a firm

- Reporting periodically to Freddie Mac on the status of the plan, including such details as how many files are transferred to each new firm, which new firms receive the files and the timing of transfers; and

- Such other details as requested by Freddie Mac

Servicers may not charge Freddie Mac or Borrowers for any fees or costs associated with transferring Freddie Mac Default Legal Matters, and such amounts may not be added to Borrower Mortgage balances.

(c) Freddie Mac's rights to manage termination, suspension and/or file transfers

Freddie Mac may decide, in its sole discretion, that the legal, operational or reputational risks necessitate Freddie Mac's management of the:

- Termination of any firm with respect to its handling of Freddie Mac Default Legal Matters

- Suspension of referrals of Freddie Mac Default Legal Matters to a firm; and/or

- Transfers of files relating to Freddie Mac Default Legal Matters

In such case, the Servicer must cooperate with Freddie Mac in such management and provide all necessary documentation, files and information as requested by Freddie Mac.

9501.15: Reservation of rights and remedies for non-compliance concerning litigation (03/02/16)

Freddie Mac reserves the right to direct and control all litigation involving a Freddie Mac loan. The Servicer and firm handling the litigation must cooperate fully with Freddie Mac in the prosecution, defense or handling of the matter.

In addition, Freddie Mac reserves the right to:

1. Select the foreclosure counsel for a particular case, whether the case is routine or non-routine litigation

2. Direct and manage the actions taken by the foreclosure counsel, on a case-by-case or individual State basis

3. Assess additional compensatory fees against the Servicer and/or seek repayment of losses, costs or damages from the Servicer sustained due to errors, omissions or delays by the Servicer or its agent; and

4. Direct and manage the actions taken by Servicers and firms relating to escalated issues specified in Section 9501.12

Remedies for non-compliance

If a Servicer fails to comply with the provisions under Chapter 9501, Freddie Mac, in its sole discretion, and in addition to any other remedies specified in the Guide or the Servicer's other Purchase Documents, reserves the right to:

- Refuse to reimburse the Servicer for any legal fees and costs

- Offset the entire legal fee from future foreclosure expenses otherwise eligible for reimbursement from Freddie Mac or seek the Servicer's reimbursement of the entire legal fee with interest, if Freddie Mac has already reimbursed the Servicer for the costs involved in the particular foreclosure or bankruptcy

- Require the Servicer to reimburse the firm or Freddie Mac for any prohibited payments or other financial benefits

- Prohibit the Servicer from contracting, directly or through any service provider, vendor or outsourcing company, with a firm with respect to products or services ancillary to a foreclosure or bankruptcy case

- Prohibit the Servicer from contracting with the service provider, vendor or outsourcing company involved in the prohibited activities with respect to Freddie Mac-owned or guaranteed Mortgages

- Seek Servicer repayment of losses, costs or damages sustained by Freddie Mac due to errors by the Servicer or its agent; and/or require repurchase of impacted Mortgage

Chapter 9502: Retention of counsel for Freddie Mac Default Legal Matters Referred Prior to August 1, 2013

9502.1: Retention of counsel for Freddie Mac Default Legal Matters Referred Prior to August 1, 2013 (03/02/16)

If a Freddie Mac Default Legal Matter is referred to a law firm prior to August 1, 2013, the Servicer must comply with the requirements relating to the selection and retention of counsel as set forth in this chapter rather than the requirements of Chapter 9501. However, Servicers must comply with the requirements in Chapter 9501 related to the monitoring and management of a law firm, reporting, escalation of issues and termination and suspension of law firms for matters referred to counsel on or after June 1, 2013.

9502.2: Litigation counsel eligibility criteria for Freddie Mac Default Legal Matters Referred Prior to August 1, 2013 (03/02/16)

Having a single law firm handle a Mortgage from foreclosure through eviction, including bankruptcy, increases efficiency and effectiveness by eliminating learning curve problems and delays caused by hand-offs and duplicative title work. Therefore, Servicers are required to ensure that counsel retained for Freddie Mac's Mortgage foreclosures, evictions, deeds-in-lieu of foreclosure and bankruptcies meet the following criteria:

- The law firm retained as litigation counsel must have expertise in all four of the following areas: residential foreclosures, deeds-in-lieu of foreclosure, evictions and secured creditor representation in bankruptcy cases. For foreclosures or evictions on 2- to 4-unit properties, the law firm must also have experience in handling litigation matters on income-producing properties, including appointing receivers and enforcing assignment of rents.

- The attorneys at the law firm who are actually handling Freddie Mac's cases must have a minimum of three years' experience in their particular areas of expertise. For example, an attorney handling a bankruptcy case must have at least three years' experience representing secured creditors in bankruptcy cases. In the event that the attorney handling a matter for Freddie Mac is unavailable, the firm must have an attorney with similar relevant experience who can substitute for the absent attorney without causing a delay.

In addition, when selecting a law firm to handle foreclosures and bankruptcies, Servicers should consider the reputation of the firm as well as whether the firm's attorneys, principals, or managers are, or have been, subject to:

- Disciplinary action by any regulatory authority
- Sanctions imposed by a court or licensing authority
- Legal action by any governmental or regulatory authority resulting from the firm's involvement in single-family loan-level foreclosure, bankruptcy, eviction or property closing activities
- Legal action by consumers resulting from the firm's involvement in single-family loan-level foreclosure, bankruptcy, eviction or property closing activities

Refer to Sections 9401.6 through 9401.10 regarding when to refer a bankruptcy case to counsel and our requirements for bankruptcy counsel, Sections 9402.1 through 9402.3 regarding litigation.

9502.3: How to select foreclosure counsel for Freddie Mac Default Legal Matters Referred Prior to August 1, 2013 (03/02/16)

The Servicer is responsible for selecting counsel, and its selection decisions must not be influenced by inappropriate considerations. Refer to Section 9502.6 for additional information on prohibitions relating to foreclosure and bankruptcy referrals.

When making foreclosure and bankruptcy referrals, the Servicer must ensure that it is diversifying referrals by engaging in a relationship with at least two law firms in higher-volume States (States in which the Servicer has 250 or more Freddie Mac foreclosure and bankruptcy referrals in a calendar year).

In higher-volume States, the Servicer must take one of the following approaches to diversifying foreclosure and bankruptcy referrals:

1. The Servicer must make foreclosure and bankruptcy referrals on Mortgages it services on behalf of Freddie Mac to at least two law firms, ensuring that at least a substantial minority of the referrals are made to the law firm that receives the fewest referrals; or

2. The Servicer must make foreclosure and bankruptcy referrals to at least two law firms, with respect to its entire Servicing portfolio, ensuring that at least a substantial minority of the referrals are made to the law firm that receives the fewest referrals

In addition, all Servicers must have a contingency plan in place, either in the form of a stand-alone document or incorporated into policies and procedures, to redirect new foreclosure and

bankruptcy referrals in the event a law firm the Servicer is using is no longer able to accept new referrals.

The Servicer must use the same entity that it retains to represent it in a bankruptcy action on a Mortgage to process the foreclosure.

The foreclosure counsel must be free from any conflict of interest with the Borrower.

The foreclosure counsel the Servicer chooses must meet the eligibility requirements in Section 9502.2.

When selecting the foreclosure counsel, the Servicer must base the selection on the prior performance of the foreclosure counsel in the following areas:

1. Completing foreclosures
2. Delivering clear and marketable title to Freddie Mac
3. Facilitating reinstatements and workouts with Borrowers
4. Resolving litigation delays (foreclosure counsel only)

The Servicer must communicate Freddie Mac's State foreclosure time line expectations and Freddie Mac's allowable fee schedule to the foreclosure counsel whom the Servicer selects. The Servicer must also communicate to the counsel that if they pay the Servicer or its vendor, either directly or indirectly, for any of the Servicing obligations covered by the Servicing Spread or any expenses itemized in Section 9701.15, Freddie Mac may preclude the counsel who pays any such expenses on Freddie Mac Mortgages from processing future foreclosures or bankruptcies for Freddie Mac.

9502.4: Selecting bankruptcy counsel for Freddie Mac Default Legal Matters Referred Prior to August 1, 2013 (03/02/16)

The Servicer must diversify foreclosure and bankruptcy referrals in higher-volume States (States in which the Servicer has 250 or more Freddie Mac foreclosure and bankruptcy referrals in a calendar year). In addition, the Servicer must have a contingency plan to redirect new foreclosure and bankruptcy referrals in the event a law firm that the Servicer is using is no longer able to accept new referrals (see Section 9502.3).

Bankruptcy counsel must be free from any conflict of interest with the Borrower.

Servicers must use the same entity retained in a foreclosure action on a Mortgage to represent the Servicer in a subsequent bankruptcy. Likewise, if at the dismissal or completion of the bankruptcy the Mortgage progresses to foreclosure, the Servicer must use the same law firm to handle the foreclosure as it used for the bankruptcy.

If the Servicer does not use the same entity representing the Servicer in a foreclosure action to represent it in a subsequent bankruptcy, Freddie Mac may, in its sole discretion, elect not to

reimburse the Servicer. See Chapter 9701 for more details on reimbursement for bankruptcy costs and fees.

If a Servicer determines that special circumstances exist that require case management by counsel on a current Mortgage, then the Servicer must obtain Freddie Mac's prior written approval to obtain counsel in accordance with the requirements in Section 9502.2 and incur the legal expense by submitting a request for pre-approval via the Reimbursement System.

9502.5: Foreclosure time line compensatory fee protection for use of designated counsel when required for Freddie Mac Default Legal Matters Referred Prior to August 1, 2013 (03/02/16)

For Mortgages referred to foreclosure prior to October 1, 2011:

The Servicer will not be subject to compensatory fees for a foreclosure and/or bankruptcy handled by a designated counsel that is not completed within Freddie Mac's required time lines, as long as the delay was not caused by the Servicer's failure to refer the Mortgage to foreclosure in accordance with the Guide requirements and/or send all of the documentation, information, signatures and/or funds to the designated counsel as required.

If the Servicer elects to use Freddie Mac's designated counsel, and the Servicer does not use that same designated counsel for both foreclosure and bankruptcy, Freddie Mac will not give the Servicer credit for using designated counsel for purposes of foreclosure time line compensatory fee protection.

9502.6: Prohibitions relating to foreclosure and bankruptcy referrals for Freddie Mac Default Legal Matters Referred Prior to August 1, 2013 and Freddie Mac remedies for non-compliance (03/02/16)

Freddie Mac requires that all foreclosure and bankruptcy-related Servicing obligations, and all services and products purchased in connection with such Servicing obligations, be done in the most effective, efficient and cost-conscious manner. Servicers must not require the law firm to perform any foreclosure or bankruptcy-related services on any Freddie Mac Legal Matter without compensation.

(a) Prohibition against charging for, contracting for, or making arrangements to receive benefits for Servicing obligations

A Servicer, whether acting directly or through an affiliate, service provider, vendor or outsourcing company, must not directly or indirectly:

- Charge Freddie Mac, the counsel for any foreclosure or bankruptcy-related Servicing obligations, including expenses covered by the Servicing Spread; or

- Contract or make any arrangements with counsel whereby the Servicer (or its affiliate, service provider, vendor or outsourcing company) receives, directly or indirectly, any financial or other benefits (including, but not limited to, payments, the provision of employees, or free or discounted services or products) from the counsel in connection with any Freddie Mac Mortgage

Refer to Section 8105.3 for additional information on Servicing obligations.

(b) Prohibition against Servicers requiring firms to use specific vendors, services and/or products

A Servicer must not, whether acting directly or through an affiliate, service provider, vendor or outsourcing company:

- Require counsel to contract with or use a particular service provider, vendor or outsourcing company, or to use, or pay for, a particular service or product;

- Refuse to refer a file to counsel because the attorney chooses not to contract with or use a particular service provider, vendor or outsourcing company, or chooses not to use, or pay for, a particular service or product; or

- Charge counsel for any aspect of the file referral or management process, including, but not limited to, the use of connectivity or invoice processing systems (e.g., licensing or subscription fees, "click" charges, or any other payment) in order for an attorney to provide services necessary to prosecute the foreclosure or bankruptcy case

However, a Servicer may require counsel to use certain connectivity or invoice processing systems provided that the attorney is not required to pay for the use of, or access to, such systems.

(c) Prohibition against service providers, vendors, outsourcing companies or others influencing selection of foreclosure counsel

The Servicer, and not a service provider, vendor or outsourcing company assisting the Servicer in Servicing defaulted Mortgages, must select counsel to work on Freddie Mac Mortgages, and Servicers must not permit service providers, vendors, outsourcing companies, or others to participate in or influence, in any way, the Servicer's selection process.

(d) Remedies for non-compliance

If a Servicer fails to comply with the provisions of Section 9502.6(a), (b), or (c) above, Freddie Mac may, in its sole discretion and in addition to any other remedies specified in the Guide or the Servicer's other Purchase Documents:

- Refuse to reimburse the Servicer for any counsel fees and costs;
- Offset the entire legal fee from future foreclosure expenses or seek reimbursement of the entire legal fee with interest, if Freddie Mac has already reimbursed the Servicer for the costs involved in the particular foreclosure or bankruptcy;
- Require the Servicer to reimburse the counsel or Freddie Mac for any prohibited payments or other financial benefits;
- Prohibit the Servicer from contracting, directly or through any service provider, vendor or outsourcing company, with counsel with respect to products or services ancillary to a foreclosure or bankruptcy case; and/or
- Prohibit the Servicer from contracting with the service provider, vendor or outsourcing company involved in the prohibited activities with respect to Freddie Mac Mortgages

9502.7: Providing information to the foreclosure counsel and Servicer use of connectivity and invoice processing systems for Freddie Mac Default Legal Matters Referred Prior to August 1, 2013 (03/02/16)

(a) Responsibility to provide information to foreclosure counsel

For any Mortgage that the Servicer refers for foreclosure, the Servicer must provide complete written reinstatement or payoff figures to the counsel workout specialist, or outsourcing vendor requesting the information. This information must be provided within two Business Days of the date on which a written request is received. The Servicer may provide the written reinstatement or payoff figures via a paper document, facsimile or e-mail.

If the foreclosure counsel requests additional documentation from the Servicer (such as certificates of judgment or proofs of claim) while a case is pending, the Servicer must provide the additional documentation within two Business Days of receiving the request.

For any Mortgage that the Servicer refers for foreclosure, but the Mortgage is subsequently repurchased by the Servicer, whether voluntarily or involuntarily, the Servicer must notify foreclosure and/or bankruptcy counsel within two Business Days of the completed repurchase. (See Chapter 3602 for additional information about repurchases.)

(b) Connectivity and invoice processing systems

A Servicer, whether acting directly or through any vendor, service provider or outsourcing company, may employ electronic monitoring, management, reporting or information and

document delivery processes technology, referred to here as a "Connectivity System," and an invoice processing system as outlined below.

i) Connectivity System

A Servicer may employ a Connectivity System to assist with fulfilling Servicing obligations such as:

- Packaging and referring foreclosure and bankruptcy cases to counsel;
- Communicating information and delivering documents between the Servicer and its counsel as well as any other third parties requiring access to the Connectivity System; and
- Managing and monitoring foreclosure and bankruptcy cases

If a Servicer uses a Connectivity System:

- Freddie Mac will reimburse a Servicer for the actual cost of the connectivity fee up to the maximum expense limit specified in Section 9701.11;
- The Servicer must provide all attorneys the use of and access to the identical Connectivity System;
- The Servicer must permit, or continue to permit, counsel to integrate their own technology systems with the Connectivity System at no cost to the counsel; and
- The Servicer must not pass on any Connectivity System related charges to the Borrower or the counsel

ii) Invoice processing system

A Servicer may employ an invoice processing system for managing the submission and payment of invoices.

If a Servicer, whether acting directly or through a vendor or outsourcing company, processes counsel invoices electronically:

- Freddie Mac will reimburse the Servicer for the actual cost of the invoicing fee up to the maximum expense limits specified in Section 9701.11; and
- The Servicer must not pass on any invoice processing related charges to the Borrower or the counsel

The amounts specified in Section 9701.11 for connectivity and invoice processing systems are the maximum amounts for which a Servicer may seek reimbursement for the life of the default (i.e., the duration of the foreclosure, including any related bankruptcy referral).

For example, if a Servicer has already referred a file to foreclosure and it then becomes necessary to take action with respect to a bankruptcy related to such Mortgage, or if a Servicer has already referred a file for bankruptcy and foreclosure has commenced following the bankruptcy referral, the Servicer may be reimbursed only for one connectivity fee. Likewise in this scenario, if the Servicer is using an invoice processing system, then the Servicer may only seek reimbursement for one invoicing fee associated with the foreclosure and for one invoicing fee associated with the bankruptcy during the life of the default.

Chapter 9601: Deficiency Recovery

9601.1: Working with vendors to collect deficiencies (03/02/16)

Freddie Mac may use vendors to assist in the collection of deficiencies. The Servicer must assist such vendors to obtain any necessary case file documentation upon the vendor's request. This would include data reporting or case file documentation that firms, selected and retained by the Servicer to handle Freddie Mac Default Legal Matters, may have obtained in the course of handling a particular case.

The Servicer may only execute deficiency assignment documents that transfer deficiency rights from the Servicer to Freddie Mac when requested by an MI or third-party vendor. Refer to Section 9601.2 for requirements on assigning deficiency rights.

9601.2: Assigning deficiency rights after the foreclosure sale (03/02/16)

If the Mortgage has mortgage insurance and is not covered by any other credit enhancement, the Servicer must not execute any assignment of the right to pursue a deficiency or assignment of a deficiency judgment to an MI or a third party. These documents must be sent directly to Freddie Mac **(see Directory 5)**. Freddie Mac will coordinate the execution of these assignment documents.

The Servicer may execute deficiency assignment documents that transfer deficiency rights from the Servicer to Freddie Mac when requested by an MI or third-party vendor.

For all other issues related to assigning deficiency rights after foreclosure sale, Servicers should direct their questions to Freddie Mac **(see Directory 5)**.

9601.3: Charging off the deficiency (03/02/16)

The amount that Freddie Mac has determined to be charged off will be reflected on the Detail Adjustment Report (DAR). The Servicer must review the DAR and report any discrepancies between its records and the amount on the DAR to Freddie Mac **(see Directory 5)** by submitting Form 1205, Post-Settlement Correction Request, within 30 calendar days following Freddie Mac's posting of the amount to the DAR. The DAR may be accessed through the Freddie Mac Service Loans application at **http://www.freddiemac.com/singlefamily/service/.**

Freddie Mac will respond to the Servicer within 30 calendar days of receipt of the Servicer's submission to Freddie Mac.

Chapter 9602: Post-sale reporting to other entities

9602.1: Servicer reporting of foreclosure sales to credit repositories (03/02/16)

The Servicer must report all foreclosure sales to the credit repositories listed in Exhibit 51, Credit Repositories and Information to Report, according to the requirements in Section 8106.6.

9602.2: Servicer reporting to the IRS (03/02/16)

The Servicer must report the acquisition or abandonment of the property to the Internal Revenue Service (IRS) according to the requirements in Section 8106.3 on IRS Form 1099-A, Acquisition or Abandonment of Secured Property.

In the event that deficiency rights were not preserved during the foreclosure process as may be allowed under Section 9301.23, the Servicer must also report the cancellation of debt to the IRS according to the requirements in Section 8106.4 on IRS Form 1099-C, Cancellation of Debt.

Chapter 9603: REO

9603.1 General Servicer requirements for REO properties (03/09/16)

Refer to Bulletin 2016-5, which announced revisions to the payment and reimbursement requirements for real estate taxes and homeowners association (HOA), condominium and Planned Unit Development (PUD) dues during the REO holding period that may be implemented prior to the mandatory implementation of the June 16, 2016 effective version of this section.

Once Freddie Mac has acquired a property as an REO, the Servicer must assist Freddie Mac with the disposition of the REO. Servicers must protect Freddie Mac's interest in an REO property until the Servicer receives notification from the real estate broker in the form of a Property Condition Certificate (PCC) as provided in Section 9603.8. Until receipt of this notification, the Servicer's responsibilities include, but are not limited to, the following:

1. Securing the property, including locked doors and windows to avoid potential vandalism, trespassing and/or injury to individuals

2. Maintaining the property by performing monthly on-site property inspections to monitor condition and occupancy, reporting to Freddie Mac any potential vandalism and claimable property damage and winterizing the property, as needed

3. Making advances to superior lienholders (when applicable)

Freddie Mac will assume the responsibility for marketing, inspecting, maintaining, securing and rehabilitating the REO after the Servicer receives the PCC from the real estate broker unless Freddie Mac notifies the Servicer otherwise.

Servicers are responsible for the following activities pending the sale of the REO by Freddie Mac, the MI, FHA, RHS or VA:

1. Filing and concluding FHA, RHS and VA claims, if applicable. (Freddie Mac will file MI claims.)

2. Filing and concluding property insurance claims, if applicable, and canceling the existing property insurance policies upon receipt of the PCC, and applying for premium refunds, in accordance with Section 9603.11. Freddie Mac may instruct the Servicer to maintain property insurance (even if the property is vacant and has no claimable damage). If Freddie Mac makes this request, the Servicer must continue the insurance coverage until Freddie Mac notifies the Servicer that Freddie Mac has sold the REO.

3. Paying and maintaining as current taxes, special assessments, homeowners association (HOA) dues and condominium assessments and for leasehold estates, all payments required under the lease. The Servicer is also responsible for paying all utility bills incurred on an REO property after the REO acquisition date until the Servicer receives the PCC.

4. Referring all inquiries and offers regarding purchase of the REO to Freddie Mac **(see Directory 6)** within one Business Day of the inquiry or offer

5. Evicting occupants when directed to do so by Freddie Mac

6. Fulfilling all requests made by Freddie Mac, including attorney selection. If the Servicer requires the assistance of an attorney in fulfilling any of the obligations set forth in this chapter, the Servicer must use an attorney who meets the criteria in Section 9501.3.

7. During the REO holding period, keeping abreast of the status of the REO and obtaining information via REO Manager® at **http://www.freddiemac.com/singlefamily/service**. The Servicer may also obtain information from the real estate broker who provided the Servicer with the PCC. If a PCC was not provided, the Servicer may contact (800) FREDDIE and select option four for Servicing to obtain this information. Freddie Mac will not send the Servicer a written notice of the sale of the REO.

9603.1 General Servicer requirements for REO properties (Future effective date 06/16/16)

Once Freddie Mac has acquired a property as an REO, the Servicer must assist Freddie Mac with the disposition of the REO. Servicers must protect Freddie Mac's interest in an REO property until the Servicer receives notification from the real estate broker in the form of a Property Condition Certificate (PCC) as provided in Section 9603.8. Until receipt of this notification, the Servicer's responsibilities include, but are not limited to, the following:

1. Securing the property, including locked doors and windows to avoid potential vandalism, trespassing and/or injury to individuals

2. Maintaining the property by performing monthly on-site property inspections to monitor condition and occupancy, reporting to Freddie Mac any potential vandalism and claimable property damage and winterizing the property, as needed

3. Making advances to superior lienholders (when applicable)

Freddie Mac will assume the responsibility for marketing, inspecting, maintaining, securing and rehabilitating the REO after the Servicer receives the PCC from the real estate broker unless Freddie Mac notifies the Servicer otherwise.

Servicers are responsible for the following activities until the sale of the REO by Freddie Mac, the MI, FHA, RHS or VA:

1. Filing and concluding FHA, RHS and VA claims, if applicable. (Freddie Mac will file MI claims.)

2. Filing and concluding property insurance claims, if applicable, and canceling the existing property insurance policies upon receipt of the PCC, and applying for premium refunds, in accordance with Section 9603.11. Freddie Mac may instruct the Servicer to maintain property insurance (even if the property is vacant and has no claimable damage). If Freddie Mac makes this request, the Servicer must continue the insurance coverage until Freddie Mac notifies the Servicer that Freddie Mac has sold the REO.

3. For leasehold estates, all payments required under the lease. The Servicer is also responsible for paying all utility bills incurred on an REO property after the REO acquisition date until the Servicer receives the PCC.

4. Referring all inquiries and offers regarding purchase of the REO to Freddie Mac **(see Directory 6)** within one Business Day of the inquiry or offer

5. Evicting occupants when directed to do so by Freddie Mac

6. Fulfilling all requests made by Freddie Mac, including attorney selection. If the Servicer requires the assistance of an attorney in fulfilling any of the obligations set forth in this chapter, the Servicer must use an attorney who meets the criteria in Section 9501.3.

7. During the REO holding period, keeping abreast of the status of the REO and obtaining information via REO Manager® at **http://www.freddiemac.com/singlefamily/service**. The Servicer may also obtain information from the real estate broker who provided the Servicer with the PCC. If a PCC was not provided, the Servicer may contact (800) FREDDIE and select option four for Servicing to obtain this information. Freddie Mac will not send the Servicer a written notice of the sale of the REO.

Servicers are responsible for paying any taxes, special assessments and homeowners association (HOA) or Planned Unit Development (PUD) dues incurred during the REO holding period unless there is a pending sale of the REO by Freddie Mac, the MI, FHA, RHS or VA (see Section 9603.13(a)).

9603.2: FHA/VA/RHS claim filing (03/02/16)

On a Mortgage that is insured by the FHA or guaranteed by the VA or RHS, the Servicer must process the claim for FHA insurance or VA or RHS guaranty benefits within the agency's established time frames and according to the agency's requirements to ensure that the claim recipient receives the maximum claim payment amount.

(a) FHA, VA or RHS claim filing for Mortgages subject to a recourse obligation, including indemnification

The Servicer must file the claim to ensure that payment is made directly to the Servicer. Because the Servicer is the claim recipient, the Servicer should ensure that it receives the maximum claim payment amount to apply towards any expenses incurred as Freddie Mac will not reimburse the Servicer for expenses incurred on Mortgages subject to a recourse obligation (see Section 9701.4 on Freddie Mac's rights).

(b) FHA, VA or RHS claim filing for Mortgages not subject to a recourse obligation or indemnification

The Servicer must file the claim in Freddie Mac's name to ensure that payment is made directly to Freddie Mac **(see Directory 6)**. Because Freddie Mac is the claim recipient, the Servicer should ensure that Freddie Mac receives the claim payment, in the maximum claim payment amount, before seeking reimbursement for expenses incurred on the Mortgage.

9603.3: Primary mortgage insurance claim filing (03/02/16)

Freddie Mac will file a claim for loss with the MI if the Mortgage is covered by primary mortgage insurance and will manage the claims payment process with the MI. The Servicer must provide all information and documentation pertaining to the claim to the MI no later than 60 days after the foreclosure sale, short sale or acceptance of a deed-in-lieu of foreclosure, or within any shorter time frame as specified by the mortgage insurance master policy or by Freddie Mac.

9603.4: Offers to purchase the property with a pending mortgage insurance claim (03/02/16)

A Servicer that receives an offer to purchase an REO property must contact its Freddie Mac REO claim specialist **(see Directory 6)** within one Business Day of receiving the offer.

9603.5: Receipt of claim payment (03/02/16)

If the Servicer receives a claim payment intended for Freddie Mac, whether from the MI or applicable entity (see Section 9603.2 on FHA/VA/RHS claim filing and Section 9603.3 on primary mortgage insurance claim filing), the Servicer must send the funds to Freddie Mac **(see Directory 6)** within 10 Business Days after the Servicer receives them. The Servicer must also include all supporting documentation relating to the claim payment received from the MI or applicable entity, including a copy of the claim payment check.

However, if the Mortgage insured by the FHA, or guaranteed by the VA or RHS is subject to a recourse obligation, including indemnification, the Servicer does not need to send the funds to Freddie Mac.

9603.6: Reduced, suspended or denied claims (03/02/16)

If the claim payment amount is reduced, suspended or denied by the MI due to the Servicer's actions or inactions including, but not limited to, failure to comply with the Guide or applicable mortgage insurance requirements, then Freddie Mac may exercise its remedies provided by the Guide and the other Purchase Documents for the amount that is reduced, suspended or denied. Refer to Chapter 3602 regarding repurchases, repurchase alternatives and other remedies.

9603.7: Remittance of primary mortgage insurance claim payments (03/02/16)

When Freddie Mac receives the claim payment from the MI, Freddie Mac will remit any portion of the proceeds due to the Servicer, less any outstanding amounts due to Freddie Mac from the Servicer.

9603.8: Property Condition Certificate (PCC) process (03/02/16)

Once Freddie Mac receives notification from the Servicer that Freddie Mac has acquired the REO, Freddie Mac will order a Property Condition Certificate (PCC) from one of its approved real estate brokers. The real estate broker will forward a copy of the completed PCC directly to the Servicer for use throughout the REO disposition process. If the occupancy status of the REO changes from occupied to vacant, the Servicer will receive an updated PCC from Freddie Mac's approved real estate broker.

9603.9: Required REO documentation and reporting (03/02/16)

When reporting an REO, the Servicer must report the transaction ID of "Foreclosure" and sales result "Freddie Mac" no later than the Business Day immediately following the date of the foreclosure sale. Refer to Section 9301.38.

The Servicer must submit to Freddie Mac **(see Directory 6)** any information Freddie Mac requests from the Mortgage file within 15 Business Days of the date of its request. Refer to Section 3302.3 for Freddie Mac's record retention requirements for Mortgage files on foreclosed Mortgages.

9603.10: Notifying the taxing authority/HOA of REO (03/09/16)

Refer to Bulletin 2016-5, which announced revisions to the payment and reimbursement requirements for real estate taxes and homeowners association (HOA), condominium and Planned Unit Development (PUD) dues during the REO holding period that may be implemented prior to the mandatory implementation of the June 16, 2016 effective version of this section.

Within 30 days of Freddie Mac obtaining clear and marketable title to the REO, the Servicer must notify the taxing authority and homeowners association (HOA), if applicable, of Freddie Mac's ownership of the property.

When the Servicer contacts these organizations, the Servicer must have the REO titled as follows:

Federal Home Loan Mortgage Corporation
c/o (Servicer's Name)
(Servicer's street address)
(Servicer's city, state and zip code)

Important: The Servicer is responsible for paying the real estate taxes, condominium assessments and HOA dues and for leasehold estates, all payments required under the lease, as they become due after the foreclosure. The Servicer must continue paying these items until Freddie Mac notifies the Servicer that Freddie Mac has sold the REO. See Section 8201.1 for more details regarding payment of taxes.

There are special requirements for REO located in California. California taxing authorities reassess properties for supplemental taxes from the foreclosure sale date to the sale date of the REO. Also, taxing authorities often generate a supplemental tax statement long after the REO sale date. Therefore, when Freddie Mac notifies the Servicer that Freddie Mac has sold the REO, the Servicer must notify the taxing authority in writing to send any supplemental tax bills to Freddie Mac **(see Directory 6)**. The Servicer must also send Freddie Mac **(see Directory 6)** a copy of the letter the Servicer sends to the taxing authority.

9603.10: Notifying the taxing authority/HOA of REO (Future effective date 06/16/16)

Within 30 days of Freddie Mac obtaining clear and marketable title to the REO, the Servicer must notify the taxing authority and homeowners association (HOA), if applicable, of Freddie Mac's ownership of the property.

When the Servicer contacts these organizations, the Servicer must have the REO titled as follows:

Federal Home Loan Mortgage Corporation
c/o (Servicer's Name)
(Servicer's street address)
(Servicer's city, state and zip code)

Important: The Servicer is responsible for paying the real estate taxes, condominium assessments and HOA dues in accordance with the requirements in Section 9603.13(a). For leasehold estates, the Servicer must make all payments required under the lease, as they become due after the foreclosure or the settlement of a deed-in-lieu of foreclosure, and must continue making such payments until Freddie Mac notifies the Servicer that Freddie Mac has sold the REO. See Section 8201.1 for more details regarding payment of taxes.

There are special requirements for REO located in California. California taxing authorities reassess properties for supplemental taxes from the foreclosure sale date to the sale date of the REO. Also, taxing authorities often generate a supplemental tax statement long after the REO sale date. Therefore, when Freddie Mac notifies the Servicer that Freddie Mac has sold the REO, the Servicer must notify the taxing authority in writing to send any supplemental tax bills to Freddie Mac **(see Directory 6)**. The Servicer must also send Freddie Mac **(see Directory 6)** a copy of the letter the Servicer sends to the taxing authority.

9603.11: Property insurance for REO (03/02/16)

The Servicer must maintain or cancel the existing property insurance policy according to the requirements in this section and Section 8202.12. Additionally, the Servicer must assist in the filing of a property insurance claim, when applicable, according to requirements in subsection 9603.11(b) below.

(a) Maintaining or canceling property insurance

The Servicer must take all actions required in the mortgage clause of all applicable property insurance policies including, but not limited to, providing all notices to the insurer required under such clause, in order to preserve the coverage and its maximum benefits for the Servicer and/or Freddie Mac, as mortgagee. The Servicer must cancel such policies within 14 days after the property has been inspected and is vacant, even if there is claimable damage to the property. The Servicer will be notified that the property has been inspected and is vacant via the Property Condition Certificate (PCC). In the event the Servicer does not receive a PCC within five Business Days after REO acquisition, the Servicer must check the status via REO Manager® at **http://www.freddiemac.com/singlefamily/service**, or the Servicer can call (800) FREDDIE and select option four for Servicing.

If the REO is located in a State in which the Borrower may be permitted to redeem the property, the Servicer must wait to cancel the insurance until the redemption period has

expired and the Servicer has received a PCC from the broker indicating the occupancy status.

(b) Filing claims

A property recovery firm will handle the insurance claim filing process on Freddie Mac's behalf. The Servicer must provide that firm with the necessary information to file and process the claim within three Business Days of their request for such information.

(c) Obtaining a refund for the unearned insurance premiums

After canceling the policy, the Servicer must submit a request for the unearned portion of the insurance premium to the insurance company for any premium that the Servicer paid on behalf of the Borrower, if applicable. The Servicer must offset any refund it receives from the insurance company against funds the Servicer requests via the final 104SF claim in the Freddie Mac Reimbursement System.

9603.12: Canceling utilities for REO (03/02/16)

The Servicer must wait to receive the Property Condition Certificate (PCC) as its notification that the utilities have been transferred to Freddie Mac. Once the real estate broker has sent the PCC to the Servicer, the Servicer can obtain reimbursement for any utility bills it paid that Freddie Mac approved in advance or the Servicer incurred from foreclosure sale through the date the Servicer receives the PCC.

9603.13 Condominium/HOA and PUD fees and ground rent for REO (03/09/16)

Refer to Bulletin 2016-5, which announced revisions to the payment and reimbursement requirements for real estate taxes and homeowners association (HOA), condominium and Planned Unit Development (PUD) dues during the REO holding period that may be implemented prior to the mandatory implementation of the June 16, 2016 effective version of this section.

If the REO is located in a Condominium Project or Planned Unit Development (PUD) and/or is a leasehold estate, the Servicer must pay the assessment fees of the condominium, homeowners association (HOA) or PUD, and for leasehold estates, make all required payments under the lease, during the REO holding period. Freddie Mac will reimburse the Servicer's proportionate share for the fees after the sale of the REO, as specified in Section 9701.10.

9603.13 Condominium/HOA and PUD fees, ground rent and real estate taxes for REO (Future effective date 06/16/16)

(a) REO located in a Condominium Project or Planned Unit Development (PUD)

If the REO is located in a Condominium Project or PUD, the Servicer must pay the assessment fees of the condominium, PUD or homeowners association (HOA) governing the Condominum Project or PUD in accordance with the requirements in this Section 9603.13(a).

To protect Freddie Mac's interests in the REO during the REO holding period, the Servicer must pay association assessments and real estate taxes as they become due and these payments should not be discontinued until the requirements in this Section 9603.13(a) are met. The issuance of such payments by the Servicer close to the date of sale of the REO, however, could result in the payments not being reflected in the REO closing documents. This may, in turn, require the Freddie Mac REO closing agent to issue a duplicate payment for such taxes or assessments as part of the REO closing process.

To avoid or minimize the occurrence of such payments the Servicer must comply with the following requirements:

(i) Cessation of payments when there is a pending REO sale

On a regular basis, the Servicer must monitor REO Manager®, which is available through the Manager series, for any REO with a newly-listed "Sale Pending" property status and, for such properties, unless instructed otherwise in writing by Freddie Mac, the Servicer must stop paying any current or future association assessments or real estate taxes.

(ii) Communication with the Freddie Mac REO closing agent

If the Servicer, after complying with the requirements in (i) above, has reason to believe that some association assessments or real estate tax payments made by the Servicer may not be reflected in the closing documents, the Servicer must promptly contact the Freddie Mac REO closing agent at the e-mail address listed in REO Manager and provide the agent with documentation of payment.

(iii) Cancellation of an REO sale

On a regular basis, the Servicer must monitor REO Manager®, which is available through the Manager series, for the cancellation of any REO sale, as indicated by the presence of a date in the "Date Sale Fall Through" field in REO Manager. The Servicer must resume making the required association assessments and real estate tax payments, including any payments not previously paid while the REO was in pending sale status as well as any late fees or charges accrued during that period.

(iv) Reimbursement of duplicate association assessments and real estate tax payments

In the event the Servicer has complied with the requirements of this section and the duplication of association assessment and real estate tax payments exists, Freddie Mac will reimburse the Servicer for their portion of the duplicate payment(s) in accordance with the requirements in this chapter and Chapter 9701.

Also in accordance with (iii) above, Freddie Mac will also reimburse the Servicer for any late fees, penalties or interest resulting from the Servicer's cessation of the applicable payments made by the Servicer after the cancellation of a pending REO sale.

To receive reimbursement for association assessment and real estate tax payments, late fees, penalties or interest paid in accordance with the requirements in (i) through (iii) above, the Servicer must submit a request for reimbursement to Freddie Mac via e-mail **(see Directory 6)** and include in that request proof of the Servicer's compliance with the applicable requirements and proof of payment of the expenses.

Freddie Mac will not reimburse the Servicer for any such duplicate payments, late fees, penalties or interest if the Servicer does not meet the requirements in this section and/or the requirements in Chapter 9701. In such instances, the Servicer may seek a refund from the condominium, HOA or PUD association or taxing authority to which duplicate payments were made.

(b) REO located in a leasehold estate

If the REO is located in a leasehold estate, the Servicer must make all required payments under the lease, during the REO holding period.

Freddie Mac will reimburse the Servicer's proportionate share for the fees after the sale of the REO, as specified in Section 9701.10.

9603.14: Eviction requirements for REO (03/02/16)

Freddie Mac will conduct the eviction proceedings if the property is occupied. If Freddie Mac requests information or documentation from the Servicer pertaining to the eviction, then the Servicer must provide the information or documentation to Freddie Mac within the requested time frames.

If Freddie Mac directs the Servicer to evict the occupant(s), the Servicer must engage counsel experienced in conducting evictions in the area of the REO's location. The Servicer's actions to vacate the REO are determined by the circumstances of the case, applicable law concerning evictions and instructions from Freddie Mac. The Servicer must comply with all applicable laws when evicting an occupant from the REO. The Servicer must monitor the attorney's progress to ensure he or she completes the eviction within Freddie Mac's required time frames. Refer to Section 9501.3 for Freddie Mac's eligibility requirements for eviction attorneys.

If the occupied property is located in a state subject to a redemption period the Servicer must continue to conduct monthly inspections of the property until the occupants have been evicted. The Servicer must maintain copies of the inspection reports in the Mortgage file and provide them to Freddie Mac upon request. Refer to Chapter 9201 for specific requirements relating to property inspections.

Unless required by applicable law, Freddie Mac will not authorize hiring a moving company to store an occupant's personal belongings. If the Servicer believes it is in Freddie Mac's best interest to move and store an occupant's personal belongings, the Servicer must submit a detailed explanation of the situation to Freddie Mac **(see Directory 6)** to obtain Freddie Mac's written approval. Any personal belongings left at the property after the eviction must remain there. The Servicer must give the occupants 30 days' written notice to remove their belongings, unless required otherwise by law.

9603.15: Reimbursement of expenses incurred on an REO property (03/02/16)

For an REO not acquired by a third-party at the foreclosure sale, or for legal expenses not legally collectible from the third-party purchaser, Freddie Mac will reimburse the Servicer for reasonable expenses incurred in accordance with the provisions in Chapter 9701, Exhibit 57A, Approved Attorney Fees and Title Expenses, and/or those approved by Freddie Mac during the foreclosure process.

9603.16: Final settlement between the Servicer and Freddie Mac for REO (03/02/16)

After Freddie Mac has received all proceeds from the sale of the REO and the Servicer has submitted all claims for reimbursement to Freddie Mac **(see Directory 6)**, Freddie Mac will calculate and complete the final settlement of foreclosure expenses between the Servicer and Freddie Mac.

Freddie Mac will bill the Servicer for the Servicer's proportionate share of any expenses Freddie Mac has advanced during the REO holding period if Freddie Mac is not able to recover them from the Servicer's share of the proceeds. Otherwise, Freddie Mac will net these expenses against the Servicer's proportionate share of the sale proceeds and Freddie Mac will send the balance of the Servicer's share to the Servicer. Freddie Mac will also collect any fees, charges or other amounts the Servicer owes Freddie Mac with this settlement.

9603.17: Late Execution of REO Repurchase (03/02/16)

Freddie Mac may request a Servicer to repurchase a Mortgage post foreclosure and after investor reporting ceases and the loan has been transferred to REO. If the Servicer does not remit proceeds to Freddie Mac in accordance with the time frame and requirements in Section 8303.14, the Servicer will be assessed a Late Execution of REO Repurchase compensatory fee.

The compensatory fee will be calculated by multiplying the amount of the remittance shortage by the highest quoted prime rate printed on the 1st Business Day following the 15th of each month in the print edition of *The Wall Street Journal* in its regular column entitled "Money Rates" plus 3% for the missing amount. If the prime rate is not published, then Freddie Mac will determine the charge.

The amount of the late remittance and the number of days that the remittance is late, based on a 365-day year, determines the amount of the Late Execution of REO Repurchase compensatory fee due to Freddie Mac. There is a minimum charge of $50 on any late remittance. For purposes of calculating the charge, Freddie Mac uses the rate described above for any late remittances occurring between the first day after the Accounting Cycle Cutoff, up to and including the following Accounting Cycle Cutoff.

Refer to Section 8303.42 for the compensatory fee assessed for late execution of a repurchase request if not an REO.

Chapter 9701: Reimbursement of Expenses

9701.1: Reimbursement of expenses (03/02/16)

This chapter contains Freddie Mac's guidelines and requirements for using the Freddie Mac Reimbursement System to request and obtain reimbursement for eligible expenses incurred in connection with a workout or foreclosure of a Mortgage serviced for Freddie Mac.

The expense reimbursement process is governed by the requirements in this chapter, other Purchase Documents, and the following:

1. The terms and conditions of the Mortgage documents
2. Applicable law
3. Requirements of FHA, RHS, VA or the MI, if applicable
4. The Reimbursement System User Agreement – Servicer set forth in Exhibit 91

If foreclosure proceedings are discontinued, all fees and costs the Servicer incurs must be collected from the Borrower (unless prohibited by applicable law). The Servicer must not charge the Borrower for:

- Any costs or fees that the Servicer has not incurred, and
- Reinstatement or relief fees that are not allowed by applicable law or the Purchase Documents

If applicable law prohibits reimbursement from the Borrower, Freddie Mac will share the expenses with the Servicer in proportion to Freddie Mac's interest in the Mortgage.

9701.2: Servicer expense approval authority (03/02/16)

Servicers may incur legal and other expenses in accordance with the established limits in Exhibit 57, 1- to 4-Unit Property Approved Expense Amounts, and Exhibit 57A, Approved Attorney Fees and Title Expenses, without Freddie Mac's prior approval.

9701.3: Request for pre-approval (RPA) (03/02/16)

Prior to the Servicer incurring the expense or expenses, if possible, the Servicer must obtain written pre-approval from Freddie Mac by submitting a request for pre-approval (RPA) via the RPA functionality in the Freddie Mac Reimbursement System to:

- Exceed the expense limits in Exhibits 57 and 57A
- Incur certain expenses as set forth in Exhibit 74
- Incur expenses not set forth in Exhibit 74
- Extend the number of days to submit a claim for expense reimbursement

All RPAs will require the Servicer to submit supporting documentation. Freddie Mac will not provide pre-approval for, or reimbursement of, expenses considered non-reimbursable (as set forth in Section 9701.15).

9701.4: Freddie Mac's rights concerning expense reimbursement (03/02/16)

Freddie Mac reserves the following rights:

1. The amount of the expense reimbursement will be in proportion to Freddie Mac's Percentage of Participation in the Mortgage

2. Freddie Mac may deny the Servicer's request for reimbursement or curtail a portion of such expenses if Freddie Mac does not receive the Servicer's request within the required time frames specified in Section 9701.5

3. Freddie Mac will not reimburse the Servicer for expenses incurred on Mortgages repurchased by the Servicer, or Mortgages subject to full recourse or indemnification. However, when applicable, the Servicer must submit expenses on any Mortgage that is pending repurchase. If the Servicer is required to repurchase Freddie Mac's interest in a Mortgage in accordance with Chapter 3602, Freddie Mac's calculation of the repurchase price will include all amounts the Servicer was reimbursed.

4. If Freddie Mac does not exercise its right to set off amounts owed to Freddie Mac against other funds owed to a Servicer, Freddie Mac will bill the Servicer for expenses and/or losses incurred or discovered after the repurchase notification date and/or the date of Freddie Mac's receipt of the repurchase proceeds from the Servicer

5. If Freddie Mac audits the Servicer's reimbursement requests and determines that a previously reimbursed expense was not eligible for reimbursement, Freddie Mac may bill the Servicer for any amounts due to Freddie Mac on the Servicer's monthly Servicer Non-Performing Loans Invoice. (Refer to Section 9102.1 for information on the payment of Servicing Non-Performing Loans Invoices via an Automated Clearing House draft.)

6. The expenses submitted on the final claim for a Mortgage insured by the FHA, or guaranteed by the VA or RHS not subject to recourse or indemnification will not be reimbursed until Freddie Mac has received the full amount of claim proceeds from the applicable entity

   Note: Freddie Mac will reimburse the Servicer for additional expenses that appear on the claim forms the Servicer submits to the applicable entity only if Freddie Mac receives these funds in the claim proceeds from the applicable entity.

7. Freddie Mac reserves the right to require the Servicer to obtain competitive bids from multiple vendors on property preservation work that exceeds the expense limits specified in Exhibit 57, 1- to 4- Unit Property Approved Expense Amounts

9701.5: Reimbursement claim submission types and time frames (03/09/16)

Expenses for which the Servicer is seeking reimbursement are submitted via a 104SF claim in the Freddie Mac Reimbursement System.

Expense reimbursement may occur after:

1. The completion of a mortgage modification, if the reimbursable expenses were not capitalized in the modification or otherwise paid by the Borrower

2. The completion of either a non-REO event or activity (such as a workout option or purchase of the property by a third party pursuant to Section 9301.43). Such action is referred to as a "non-REO" claim submission type.

3. Freddie Mac's acquisition of the REO (through foreclosure sale or deed-in-lieu of foreclosure). Such action is referred to as an "REO" claim submission type.

4. Completion of the REO sale by Freddie Mac, also referred to as an "REO" claim submission type

5. Freddie Mac receives the claim payment on a Mortgage insured by the FHA or guaranteed by the VA or RHS not subject to recourse or indemnification

Non-REO and REO claim submissions have different submission types and time frames. Sections 9701.5(a) and 9701.5(b) provide a summary of the requirements for each claim submission type. However, claim submission time frames provided for in Sections 9701.5(a) and 9701.5(b) are not applicable for Mortgages insured by the FHA, or guaranteed by the VA or RHS.

For claim submissions on Mortgages insured by the FHA, or guaranteed by the VA or RHS not subject to recourse or indemnification, the Servicer may submit a claim for expense

reimbursement via a 104SF claim in the Reimbursement System after Freddie Mac has received the claim payment from the applicable entity (see Section 9603.2 on FHA/VA/RHS claim filing and Section 9603.5 on receipt of claim payment). However, Freddie Mac must receive the 104SF claim no later than 60 days after Freddie Mac has received the claim payment.

(a) Mortgage modification expenses

Servicers must submit all mortgage modification related expenses in the initial claim. The exception to this would be for recordation fees, which may be submitted on a supplemental claim.

Mortgage modification expenses are limited to mortgage modifications that have a settlement date in Freddie Mac's systems.

The table below describes the specific claim submission types and time frames for the reimbursement of mortgage modification expenses:

Claim Submission Type	Description	Time Frame
Initial	Filed to request reimbursement of expenses related to a mortgage modification. Expenses are reimbursable per the guidance provided in Section 9206.15.	Freddie Mac must receive no later than 90 days after the settlement date provided in Freddie Mac systems
Supplemental	Filed to request reimbursement of recordation fees related to mortgage modifications. Expenses are reimbursable per the guidance provided in Section 9206.15.	Freddie Mac must receive no later than 180 days after the settlement date provided in Freddie Mac systems

(b) Non-REO expenses

Usually the Servicer only needs to submit one claim for a non-REO event or activity, referred to as the "final" claim. Any additional claim submissions are referred to as "supplemental."

Non-REO expenses may include, but are not limited to, expenses relating to the following events or activities:

- Workout settlements (i.e., short sales and charge-offs), not including mortgage modifications
- Purchase of a property by a third party at foreclosure sale (after Freddie Mac's approval of any deficiency charge-off amount)
- Legal fees and/or legal costs considered non-recoverable from the Borrower under applicable federal, State or local law upon reinstatement or pay off of the Mortgage
- Bankruptcy completion on a current Mortgage for which Freddie Mac pre-approved the Servicer's hiring of an attorney to protect Freddie Mac's interests when the Borrower filed a bankruptcy and is current on the Mortgage (see Section 9401.6)

The table below describes the specific claim submission types and time frames for non-REO events or activities:

Claim Submission Type	Description	Time Frame
Final	Filed to request reimbursement of expenses incurred by the Servicer for short sales and charge-offs	Freddie Mac must receive no later than 45 days after completion of a non-REO event or activity (as defined above)
Supplemental	Filed after the final claim to request reimbursement of expenses omitted from the final claim, such as a delayed invoice received by the Servicer for short sales and charge-offs	Freddie Mac must receive no later than 60 days after completion of the non-REO event or activity (as defined above)

(c) REO expenses

For reimbursement of certain expenses relating to deeds-in-lieu of foreclosure, the Servicer must complete the workout settlement pursuant to Section 9209.8. (See Exhibit 74, Expense and Income Codes for Expense Reimbursement Claims, for a list of the expense and income codes.)

The table below describes the specific claim submission types and time frames for reimbursement of pre- and post-foreclosure sale expenses for REO.

Claim Submission Type	Description	Time Frame
Initial	Filed to request reimbursement of expenses incurred up to and including the foreclosure sale date. Reimbursable expenses include, but are not limited to, incurred legal fees and costs.	Freddie Mac must receive no later than 45 days after the foreclosure sale date. (See Sections 9301.38 and 9209.8 regarding reporting requirements for foreclosure sale results and deed-in-lieu of foreclosure transactions.)
Supplemental	Filed to request expenses incurred after the foreclosure sale date but prior to the settlement of the sale of the REO	The Servicer may submit any time after the foreclosure sale date, but no later than 60 days after the settlement of the sale of the REO
Final	Filed to request reimbursement of allowable expenses incurred after the foreclosure sale date	The Servicer may submit any time after the foreclosure sale date, but no later than 60 days after the settlement of the sale of the REO

During the REO holding period (i.e., this is the time period from Freddie Mac's acquisition of the property to the sale of the REO), the Servicer must keep abreast of the status of the REO and obtain information via REO Manager® at **http://www.freddiemac.com/singlefamily/service/**. The Servicer also may obtain information from the real estate broker who provided the Servicer with the Property Condition Certificate (PCC). (Refer to Section 9603.11 for details regarding the PCC.) If a PCC was not provided, the Servicer may contact (800) FREDDIE and select option four for Servicing to obtain this information. Freddie Mac will not send the Servicer a written notice of the sale of the REO.

9701.6: Reimbursement of taxes (03/09/16)

Refer to Bulletin 2016-5, which announced revisions to the payment and reimbursement requirements for real estate taxes and homeowners association (HOA), condominium and Planned Unit Development (PUD) dues during the REO holding period that may be implemented prior to the mandatory implementation of the June 16, 2016 effective version of this section.

The Servicer must administer all funds in the Borrower's Escrow account to pay expenses in accordance with the terms set forth in the Note and the Security Instrument, in addition to applicable federal, State and local laws. The Servicer must maintain sufficient Escrows and/or verify timely payments of those taxes in accordance with Sections 8201.1 and 9301.27.

Freddie Mac will reimburse the Servicer that is in compliance with the requirements of Sections 8201.1 and 9301.27 for taxes that were incurred and paid to a taxing authority as follows:

- For REO claim submissions, taxes are reimbursable if incurred and paid to a taxing authority up to 12 months prior to the DDLPI through the REO settlement date
- For non-REO claim submissions, taxes are reimbursable if incurred and paid to a taxing authority up to 12 months prior to the DDLPI through the payoff date. Refer to Section 9701.5 for a description of non-REO events or activities.

If the Servicer advanced taxes as required in Section 8201.1 and entered into a repayment plan for the taxes with the Borrower, and the Borrower breached the repayment plan during the repayment period, Freddie Mac will reimburse the Servicer for the taxes the Borrower did not pay if the Servicer provides Freddie Mac with documentation of:

1. The repayment plan and the sequence of events
2. Evidence that the Servicer initiated foreclosure as required in Section 8201.1

Except as otherwise provided herein, Freddie Mac will reimburse the Servicer for the first tax penalty incurred on a non-escrowed Mortgage that goes to foreclosure on the condition that the Servicer has complied with the requirements of Section 8201.1. Freddie Mac will not reimburse the Servicer for the interest or other charges accrued on delinquent taxes.

Freddie Mac will reimburse Servicers for the first and second tax penalty incurred on a non-escrowed Mortgage in the State of California only in instances where the Servicer is not notified of unpaid real estate taxes on a non-escrowed Mortgage until the second tax penalty was assessed.

Freddie Mac will not reimburse the Servicer for any late fees, interest and penalties other than the first tax penalty (and second tax penalty in California) on a non-escrowed Mortgage. However, if a tax authority considers interest as a penalty, or includes interest as part of the penalty, Freddie Mac will reimburse the Servicer for the first (and second in California) assessment of the interest penalty only. The "first tax penalty" is the first penalty assessed for any tax, not the first penalty assessed on each type of tax. If the Servicer submits a request for reimbursement of real estate taxes and Freddie Mac paid the same taxes as part of the settlement costs when Freddie Mac sold the REO or when the Servicer completed a short sale or third-party foreclosure sale where the sale proceeds are less than the total indebtedness, Freddie Mac will not reimburse the Servicer for such taxes and will adjust the Servicer's claim. The Servicer is responsible for obtaining a refund from the taxing authority for such taxes.

In California, properties are reassessed for supplemental taxes from the foreclosure sale date to the REO settlement date. A supplemental tax statement is often generated long after the REO settlement date. Therefore, when Freddie Mac informs the Servicer that Freddie Mac has sold the REO, the Servicer must notify the taxing authority, in writing, to send any supplemental tax bills to Freddie Mac **(see Directory 6)**. The Servicer must also send Freddie Mac a copy of the letter sent to the taxing authority.

9701.6: Reimbursement of taxes (Future effective date 06/16/16)

The Servicer must administer all funds in the Borrower's Escrow account to pay expenses in accordance with the terms set forth in the Note and the Security Instrument, in addition to applicable federal, State and local laws. The Servicer must maintain sufficient Escrows and/or verify timely payments of those taxes in accordance with Sections 8201.1 and 9301.27.

Freddie Mac will reimburse the Servicer that is in compliance with the requirements of Sections 8201.1 and 9301.27 for taxes that were incurred and paid to a taxing authority as follows:

- For REO claim submissions, taxes are reimbursable if incurred up to 12 months prior to the DDLPI through the REO settlement date and paid in accordance with the requirements of Section 9603.13(a)

- For non-REO claim submissions, taxes are reimbursable if incurred and paid to a taxing authority up to 12 months prior to the DDLPI through the payoff date. Refer to Section 9701.5 for a description of non-REO events or activities.

If the Servicer advanced taxes as required in Section 8201.1 and entered into a repayment plan for the taxes with the Borrower, and the Borrower breached the repayment plan during the repayment period, Freddie Mac will reimburse the Servicer for the taxes the Borrower did not pay if the Servicer provides Freddie Mac with documentation of:

3. The repayment plan and the sequence of events

4. Evidence that the Servicer initiated foreclosure as required in Section 8201.1

Except as otherwise provided herein, Freddie Mac will reimburse the Servicer for the first tax penalty incurred on a non-escrowed Mortgage that goes to foreclosure on the condition that the Servicer has complied with the requirements of Section 8201.1. Freddie Mac will not reimburse the Servicer for the interest or other charges accrued on delinquent taxes.

Freddie Mac will reimburse Servicers for the first and second tax penalty incurred on a non-escrowed Mortgage in the State of California only in instances where the Servicer is not notified of unpaid real estate taxes on a non-escrowed Mortgage until the second tax penalty was assessed.

Freddie Mac will not reimburse the Servicer for any late fees, interest and penalties other than:

- The first tax penalty on a non-escrowed Mortgage (including interest if the taxing authority considers interest as a penalty, or includes it as part of the penalty)
- The first and second tax penalties on a non-escrowed Mortgage in California
- Any tax penalty, interest or late fee incurred as a result of the Servicer's nonpayment due to a pending sale of the REO (see Section 9603.13(a))

In California, properties are reassessed for supplemental taxes from the foreclosure sale date to the REO settlement date. A supplemental tax statement is often generated long after the REO settlement date. Therefore, when Freddie Mac informs the Servicer that Freddie Mac has sold the REO, the Servicer must notify the taxing authority, in writing, to send any supplemental tax bills to Freddie Mac **(see Directory 6)**. The Servicer must also send Freddie Mac a copy of the letter sent to the taxing authority.

9701.7: Reimbursement of insurance premiums (03/02/16)

Freddie Mac will reimburse the Servicer for property insurance premiums if they were incurred and paid to the insurer up to 12 months prior to the DDLPI.

After the DDLPI, the following insurance expenses are reimbursable in every jurisdiction:

1. Mortgage insurance premiums are reimbursable if incurred after the DDLPI and before the REO acquisition date. The acquisition date is the foreclosure sale date, the date of the expiration of the redemption period and/or the confirmation/ratification date, whichever occurs last.
2. Property insurance premiums paid through an escrow account are reimbursable for a period up to:
    - Twelve months after the foreclosure sale or cancelation of the policy (whichever occurs earlier);
    - 14 days after the Servicer's receipt of a Property Condition Certificate (PCC) if the property did not revert to REO through foreclosure sale; or
    - 14 days after the final non-REO activity (Refer to Section 9603.11 for additional information.)
3. Lender-Placed Insurance (LPI) premiums are reimbursable for a period up to 14 days after the final non-REO activity or up to 14 days after the Servicer's receipt of a PCC from a broker indicating the property has been inspected and is vacant. Freddie Mac will not

reimburse the Servicer for LPI premiums for periods in which the Borrower obtained coverage meeting the requirements outlined in Chapter 8202 was already in place. LPI premiums for which the Servicer or an affiliated entity received compensation in violation of Section 8202.12 are not reimbursable.

9701.8: Reimbursement of liens (03/02/16)

Freddie Mac will reimburse the Servicer in most instances where the Servicer must pay expenses that are, or may become, a First Lien priority on the property or that if not paid would result in the termination of Freddie Mac's interest in the property, as provided in the Guide. (Refer to Sections 9301.27 and 9701.10.)

9701.9: Reimbursement for property inspection and property preservation expenses (03/02/16)

For each property inspection completed in accordance with the requirements of Section 9202.12, Freddie Mac will reimburse the Servicer the lesser of:

- The actual cost of the property inspection and
- The applicable expense limits stated in Exhibit 57, 1- to 4-Unit Property Approved Expense Amounts

In addition, the Servicer will be reimbursed for an interior property inspection obtained for a Freddie Mac Standard Deed-in-Lieu of Foreclosure pursuant to the requirements of Section 9209.6. Refer to Exhibit 57 for more information on reimbursable limits for property inspections.

In the case of abandoned properties, it may be necessary for the Servicer to incur certain property preservation expenses, such as the cost of utilities and expenses incurred to protect the property from waste, damage and vandalism. The Servicer will be reimbursed for Freddie Mac's proportionate share of such property preservation expenses according to the guidelines in Exhibit 57 and Section 8403.2 for expenses incurred from the DDLPI through the date the Servicer receives the Property Condition Certificate (PCC). (Refer to Section 9603.11 for details regarding the PCC.) If the expense of the preservation exceeds Freddie Mac's approval limits, the Servicer must obtain Freddie Mac's approval prior to incurring the expense by submitting a request for pre-approval of these costs via the Freddie Mac Reimbursement System.

If the Servicer exceeds the expense limit in Exhibit 57 for emergency repairs, Freddie Mac may reimburse the Servicer if Freddie Mac is notified of the emergency via the Reimbursement System by the next Business Day after the expense was incurred. If the Servicer's determination to incur the expense was reasonable, as determined in Freddie Mac's sole discretion, Freddie Mac will reimburse the Servicer for the expense.

Once a property becomes REO and the Servicer receives the PCC, the Servicer is no longer responsible for property preservation expenses and will not be reimbursed for property preservation costs, including utility expenses incurred after that time.

9701.10: Reimbursement of condominium, HOA and PUD fees, assessments and ground rent (03/09/16)

Refer to Bulletin 2016-5, which announced revisions to the payment and reimbursement requirements for real estate taxes and homeowners association (HOA), condominium and Planned Unit Development (PUD) dues during the REO holding period that may be implemented prior to the mandatory implementation of the June 16, 2016 effective version of this section.

(a) For Mortgages with Note Dates prior to February 14, 2014

The Servicer must pay post-foreclosure condominium, homeowners association (HOA) and Planned Unit Development (PUD) regular assessments (dues) and special assessments from the foreclosure sale date up to the REO settlement date.

Freddie Mac will reimburse the Servicer for post-foreclosure condominium, HOA and PUD regular assessments (dues) and special assessments incurred from the foreclosure sale date through the REO settlement date. Freddie Mac will not reimburse the Servicer for late fees, interest, collection expenses or attorney fees.

In addition, if applicable State law creates a lien priority over the Mortgage lien for condominium, HOA or PUD assessments, or for leasehold estates or ground rent payments assessed before the foreclosure sale date, then Freddie Mac will reimburse the Servicer for its payment of regular condominium, HOA or PUD assessments and/or ground rent payments assessed prior to the foreclosure sale date, in an amount no greater than the lesser of:

- The actual amount in regular assessments advanced by the Servicer
- The maximum amount in regular assessments that, per the project declaration or bylaws, would take priority over the Mortgage
- The maximum amount in regular assessments that, per applicable State statute, would take priority over the Mortgage

Freddie Mac will not reimburse the Servicer for late fees, interest, collections expenses or attorney fees, regardless of whether such amounts may be included under the lien pursuant to applicable State law.

(b) For Mortgages with Note Dates on or after February 14, 2014

The Servicer must pay post-foreclosure condominium, HOA and PUD regular assessments (dues) and special assessments from the foreclosure sale date up to the REO settlement date.

Freddie Mac will reimburse the Servicer for post-foreclosure condominium, HOA and PUD regular assessments (dues) and special assessments incurred from the foreclosure sale date through the REO settlement date. Freddie Mac will not reimburse the Servicer for late fees, interest, collection expenses or attorney fees.

In addition, if applicable State law creates a lien priority over the Mortgage lien for condominium, HOA or PUD assessments, or for leasehold estates or ground rent payments assessed before the foreclosure sale date, then Freddie Mac will reimburse the Servicer for its payment of regular condominium, HOA or PUD assessments and/or ground rent payments assessed prior to the foreclosure sale date, in an amount equal to the lesser of the actual amount advanced or:

- For Mortgages secured by property in the State of Florida – no more than 12 months (or any lesser amount provided by State statute)
- For Mortgages secured by property in the State of Connecticut – no more than nine months (or any lesser amount provided by State statute)
- For Mortgages secured by property in all other States (including States that provide an exception for Freddie Mac Mortgages) – no more than six months (or any lesser amount provided by State statute)

Freddie Mac will not reimburse the Servicer for late fees, interest, collections expenses or attorney fees, regardless of whether such amounts may be included under the lien pursuant to applicable State law.

9701.10: Reimbursement of condominium, HOA and PUD fees, assessments and ground rent (Future effective date 06/16/16)

(a) For Mortgages with Note Dates prior to February 14, 2014

The Servicer must pay post-foreclosure condominium, homeowners association (HOA) and Planned Unit Development (PUD) regular assessments (dues) and special assessments in accordance with the requirements in Section 9603.13(a).

Freddie Mac will reimburse the Servicer for post-foreclosure condominium, HOA and PUD regular assessments (dues) and special assessments incurred from the foreclosure sale date through the REO settlement date if paid in accordance with the requirements in Section

9603.13(a). Freddie Mac will not reimburse the Servicer for late fees, interest, collection expenses or attorney fees unless expressly allowed by Section 9603.13(a).

In addition, if applicable State law creates a lien priority over the Mortgage lien for condominium, HOA or PUD assessments, or for leasehold estates or ground rent payments assessed before the foreclosure sale date, then Freddie Mac will reimburse the Servicer for its payment of regular condominium, HOA or PUD assessments and/or ground rent payments assessed prior to the foreclosure sale date, in an amount no greater than the lesser of:

- The actual amount in regular assessments advanced by the Servicer
- The maximum amount in regular assessments that, per the project declaration or bylaws, would take priority over the Mortgage
- The maximum amount in regular assessments that, per applicable State statute, would take priority over the Mortgage

Freddie Mac will not reimburse the Servicer for late fees, interest, collections expenses or attorney fees, regardless of whether such amounts may be included under the lien pursuant to applicable State law.

(b) For Mortgages with Note Dates on or after February 14, 2014

The Servicer must pay post-foreclosure condominium, HOA and PUD regular assessments (dues) and special assessments in accordance with the requirements in Section 9603.13(a).

Freddie Mac will reimburse the Servicer for post-foreclosure condominium, HOA and PUD regular assessments (dues) and special assessments incurred from the foreclosure sale date through the REO settlement date if paid in accordance with the requirements in Section 9603.13(a). Freddie Mac will not reimburse the Servicer for late fees, interest, collection expenses or attorney fees unless expressly allowed by Section 9603.13(a).

In addition, if applicable State law creates a lien priority over the Mortgage lien for condominium, HOA or PUD assessments, or for leasehold estates or ground rent payments assessed before the foreclosure sale date, then Freddie Mac will reimburse the Servicer for its payment of regular condominium, HOA or PUD assessments and/or ground rent payments assessed prior to the foreclosure sale date, in an amount equal to the lesser of the actual amount advanced or:

- For Mortgages secured by property in the State of Florida – no more than 12 months (or any lesser amount provided by State statute)
- For Mortgages secured by property in the State of Connecticut – no more than nine months (or any lesser amount provided by State statute)

- For Mortgages secured by property in all other States (including States that provide an exception for Freddie Mac Mortgages) – no more than six months (or any lesser amount provided by State statute)

Freddie Mac will not reimburse the Servicer for late fees, interest, collections expenses or attorney fees, regardless of whether such amounts may be included under the lien pursuant to applicable State law.

9701.11: Reimbursement of fees and costs incurred during legal proceedings (03/02/16)

Refer to Bulletin 2015-22, which announced revisions to Borrower contact and solicitation requirements that may be implemented prior to the mandatory implementation of the June 1, 2016 effective version of this section.

Certain legal fees and costs are reimbursable when the Servicer forecloses on a property or takes other routine or non-routine legal action. All foreclosure and related legal fees and costs must be reasonable and comparable to those customarily charged in the area where the property is located (see Section 9301.14 regarding foreclosure counsel fees). Those fees and costs include such items as:

1. Foreclosure attorney fees as set forth in Exhibit 57A, Approved Attorney Fees and Title Expenses, and foreclosure attorney fees incurred that exceed the expense limits in Exhibit 57A, if the Servicer has submitted and Freddie Mac has granted written pre-approval of the Servicer's request via the Freddie Mac Reimbursement System.

   Foreclosure attorney fees listed in Exhibit 57A are the approved attorney fees for an uncontested foreclosure. This generally includes but is not limited to:

   - All activities necessary to complete the first legal action
   - Review of supporting documentation and loan status
   - Verification that the Borrower is not a Servicemember currently serving a Period of Military Service (as those terms are referenced in Section 8503.1), or if the Borrower was a Servicemember, that more than one year has elapsed since his or her Period of Military Service ended (see Section 8503.2 regarding foreclosure relief options exclusive to Servicemembers and their Dependents). Verification must be completed following the referral of a Mortgage to foreclosure but prior to the first legal action, and again prior to foreclosure sale.
   - Review of title examination

- Preparation and filing of all necessary papers and notices, including the publication and posting of notices of foreclosure or other legal proceedings as required by State or local law, as well as obtaining service of process on all defendants or parties entitled to notice

- Obtain orders for alternate or special service, if doing so will expedite service of process at little or no additional cost

- All necessary court appearances required in an uncontested foreclosure

- Preparing documentation for and obtaining entry of judgment in a judicial foreclosure action, or preparing all documentation necessary to conduct the foreclosure sale in a non-judicial foreclosure action

- Handling the foreclosure sale, and

- Preparation and recording of conveyance deeds

If during the pendency of a foreclosure, a Servicer relies upon its foreclosure counsel, as a vendor, to perform or handle services associated with Servicer functions, including Delinquency management requirements as provided in Chapters 8402 through 8405, 9201 through 9211, 9301, 9401, 9402, 9501, 9601 and 9602, then any additional fees or service charges billed by a law firm should be paid by the Servicer at its own expense. (See Section 9701.15 regarding non-reimbursable expenses.)

2. Mediation fees and court costs when pre-foreclosure mediation is required by State or local law. Attorney fees and court costs, as well as fees charged by a mediation manager or coordinator for participation in a pre-foreclosure mediation program are reimbursable with prior written approval from Freddie Mac as follows:

   - Freddie Mac will approve mediation attorney fees up to $375 for attendance and appearance at the initial mediation hearing or conference when Freddie Mac determines that applicable law requires participation in a pre-foreclosure mediation program. Freddie Mac will conduct additional review(s) to approve requests for pre-approval (RPAs) of mediation attorney fees in excess of $375 for counsel's attendance and appearance at the initial mediation hearing or conference, or in any amount in any State or jurisdiction where Freddie Mac has not determined that applicable law requires a pre-foreclosure mediation program.

   - In situations where additional mediation hearings or conferences are required, Freddie Mac will approve mediation attorney fees up to $250 per occurrence, for up to two additional mediation hearings or conferences. Freddie Mac will conduct additional review(s) to approve RPAs of mediation attorney fees in excess of the initial mediation hearing or conference and two additional occurrences.

   - Freddie Mac will approve mediation-related court costs, as well as fees charged by a mediation manager or coordinator for participation in a pre-foreclosure mediation program, not to exceed the actual costs.

3. Filing costs and other costs required by a court as well as the cost of obtaining a death certificate if needed to facilitate prompt and efficient completion of the legal proceedings

4. Costs as set forth in Exhibit 57A for title work required for foreclosures, which include the cost of an update to the title if required by the State, or to ensure clear and marketable title to the Mortgaged Premises after the foreclosure sale. Freddie Mac will not reimburse for any additional title abstract, commitment or policy. If the Servicer must obtain an additional update to the title because the original is stale due to bankruptcy delay, Freddie Mac will reimburse the Servicer up to $125 for the update in Maryland, Ohio and Virginia, and $75 for all other States. Servicers must contact Freddie Mac for written pre-approval for an additional update if the title becomes stale for any other reason.

5. Costs of serving legal notices, when required by law

6. Cost of publication of notices of foreclosure or other legal proceedings as required by State or local law. Reimbursable costs incurred for the publication of such legal notices include actual charges imposed by the newspaper or publication. The foreclosure attorney fees in Exhibit 57A cover fees for acquiring the publication, including the cost of preparing, submitting and verifying the legal notices.

7. Cost of posting of notices of foreclosure or other legal proceedings, as required by State or local law. Reimbursable costs incurred for the posting of such legal notices are for actual charges imposed for the physical posting of notices on the property.

8. Postage for certified or registered mail that is required for legal notices as required by law and the post-referral to foreclosure solicitation letter as defined in Section 9301.13

9. Bankruptcy costs and fees as set forth in Exhibit 57A, and bankruptcy expenses incurred that exceed the expense limits in Exhibit 57A, if the Servicer has submitted and Freddie Mac has granted written pre-approval of the Servicer's request via the Reimbursement System. However, if the Borrower is delinquent and files for bankruptcy protection and a reorganization plan is approved, Freddie Mac will not reimburse the Servicer for its expenses. The Servicer must seek reimbursement for its allowable expenses through the Borrower's bankruptcy plan.

   If the Borrower breaches the bankruptcy plan, the Servicer must not submit a claim until after the final non-REO event or activity occurs or Freddie Mac acquires the property at foreclosure, whichever is applicable.

10. Eviction costs and expenses if Freddie Mac directs the Servicer to process the eviction. (Refer to Section 9603.14.)

11. Contested foreclosure fees and court costs required to continue with the foreclosure process if the Servicer has submitted and Freddie Mac has granted written pre-approval of the Servicer's request via the Reimbursement System.

For legal expenses that are related to a non-routine litigation matter and are considered reimbursable, Servicers must first contact Freddie Mac with details of the non-routine litigation matter according to the reporting requirements in Section 9402.3(b), and include an estimate of the attorney's fees and litigation costs, as well as the attorney's hourly rate, in the Servicer's request for Freddie Mac's pre-approval via the Reimbursement System.

Contested foreclosure fees and court costs are:

Contested Foreclosure Resolved by Motion for Summary Judgment (Judicial)	Foreclosure attorney fee for a contested foreclosure in which a defendant files an answer requiring the filing of a summary judgment motion. This includes work leading up to the filing of the summary judgment motion, all court appearances and all written discovery.
Responding to a Motion to Dismiss (Judicial)	Foreclosure attorney fee for responding to a motion to dismiss, including the preparation and filing of a response and attendance at all hearings.
Contested Foreclosure Resolved by Trial (Judicial)	Foreclosure attorney fee for trial, set by court upon its own motion including, but not limited to, pre-trial preparation and correspondence, preparation and filing documents necessary for trial, witness preparation and all necessary court appearances.
Contested Foreclosure Resolved by Motion to Dismiss (Non-Judicial)	Foreclosure attorney fee for a contested foreclosure (i.e., Borrower's filing of a lawsuit to challenge a non-judicial foreclosure) resolved by the filing of a motion to dismiss and subsequent entry of an order granting motion to dismiss. This includes all work leading up to the filing of the motion to dismiss and all necessary court appearances.

Contested Foreclosure Resolved by Summary Judgment Motion (Non-Judicial)	Foreclosure attorney fee for a contested foreclosure (i.e., Borrower's filing of a lawsuit to challenge a non-judicial foreclosure) resolved by the filing of a motion for summary judgment and subsequent entry of an order granting motion for summary judgment. This includes all work leading up to the filing of the summary judgment motion, all court appearances and all written discovery.
Probate Proceedings	Foreclosure attorney fee for probate proceedings during a contested foreclosure.
Motion for Mediation in a Contested Foreclosure	Foreclosure attorney fee for attendance and appearance at a mediation session for a contested foreclosure that is not part of a State or local law pre-foreclosure mediation program.
Borrower Initiated Motions	Foreclosure attorney fee for responding to a motion initiated by the Borrower or Borrower's counsel, including the preparation and filing of a response and attendance at all hearings.
Reply to Affirmative Defenses/Motion to Strike	Foreclosure attorney fee for responding to affirmative defenses or a motion to strike filed by or on behalf of the Borrower in a contested foreclosure, including the preparation and filing of a response and attendance at all hearings.
Discovery (Request for Production of Documents, Request for Admissions, Interrogatories)	Foreclosure attorney fee for responding to a discovery request or propounding discovery in a contested foreclosure, including the preparation and filing of a response and attendance at all hearings.
Contested Foreclosure Fee – Other	Foreclosure attorney fee for additional work needed to resolve a contested foreclosure that enters into litigation, whether routine or non-routine, in order to proceed with the foreclosure.

12. For the life of the default, the actual cost of system connectivity fees, technology fees and invoice processing fees up to the following maximum expense limits:

    - Connectivity fees are reimbursable up to a maximum of $25 per referral, on or after April 1, 2011, for the life of the default

    - Technology fees are reimbursable up to a maximum of $5 per referral, before April 1, 2011, for the life of the default

    - Invoicing fees are reimbursable up to a maximum of $5 to process foreclosure invoices and an additional maximum of $5 to process bankruptcy invoices for the life of the default on referrals on or after April 1, 2011

    For details on system connectivity and invoice processing, refer to Section 9501.9.

13. Attorney fees to shorten a redemption period, when allowed by applicable State law, if the Servicer has submitted and Freddie Mac has granted written pre-approval of the Servicer's request via the Reimbursement System

14. Attorney fees to foreclose on a Cooperative Share Mortgage, if the Servicer has submitted and Freddie Mac has granted written pre-approval of the Servicer's request via the Reimbursement System

15. Attorney fees for appearance and attendance at a status, conciliation or case management conference, when required by State or local law or set by the court, if the Servicer has submitted and Freddie Mac has granted written pre-approval of the Servicer's request via the Reimbursement System

16. Legal fees and costs considered non-recoverable from the Borrower under applicable federal, State or local law upon reinstatement or pay off of the Mortgage

In the event of a foreclosure of the property or a bankruptcy of the Borrower, attorneys' invoices paid by the Servicer pursuant to Section 8103.3 must match or exceed the claim for reimbursement in the Reimbursement System. Servicers must pay attorneys' invoices timely, and should not be delaying the payment of attorneys' invoices until after the expenses have been reimbursed by Freddie Mac.

Freddie Mac will not reimburse the Servicer for attorney's fees and litigation costs on Mortgages sold to Freddie Mac with full recourse or subject to indemnification. For Mortgages sold to Freddie Mac with recourse or subject to indemnification, the Servicer must inform counsel retained for foreclosure, eviction or bankruptcy that the Servicer is responsible for paying all associated fees and costs.

9701.11: Reimbursement of fees and costs incurred during legal proceedings (Future effective date 06/01/16)

Certain legal fees and costs are reimbursable when the Servicer forecloses on a property or takes other routine or non-routine legal action. All foreclosure and related legal fees and costs must be reasonable and comparable to those customarily charged in the area where the property is located (see Section 9301.14 regarding foreclosure counsel fees). Those fees and costs include such items as:

1. Foreclosure attorney fees as set forth in Exhibit 57A, Approved Attorney Fees and Title Expenses, and foreclosure attorney fees incurred that exceed the expense limits in Exhibit 57A, if the Servicer has submitted and Freddie Mac has granted written pre-approval of the Servicer's request via the Freddie Mac Reimbursement System.

   Foreclosure attorney fees listed in Exhibit 57A are the approved attorney fees for an uncontested foreclosure. This generally includes but is not limited to:

   - All activities necessary to complete the first legal action
   - Review of supporting documentation and loan status
   - Verification that the Borrower is not a Servicemember currently serving a Period of Military Service (as those terms are referenced in Section 8503.1), or if the Borrower was a Servicemember, that more than one year has elapsed since his or her Period of Military Service ended (see Section 8503.2 regarding foreclosure relief options exclusive to Servicemembers and their Dependents). Verification must be completed following the referral of a Mortgage to foreclosure but prior to the first legal action, and again prior to foreclosure sale.
   - Review of title examination
   - Preparation and filing of all necessary papers and notices, including the publication and posting of notices of foreclosure or other legal proceedings as required by State or local law, as well as obtaining service of process on all defendants or parties entitled to notice
   - Obtain orders for alternate or special service, if doing so will expedite service of process at little or no additional cost
   - All necessary court appearances required in an uncontested foreclosure
   - Preparing documentation for and obtaining entry of judgment in a judicial foreclosure action, or preparing all documentation necessary to conduct the foreclosure sale in a non-judicial foreclosure action
   - Handling the foreclosure sale, and

- Preparation and recording of conveyance deeds

If during the pendency of a foreclosure, a Servicer relies upon its foreclosure counsel, as a vendor, to perform or handle services associated with Servicer functions, including Delinquency management requirements as provided in Chapters 8402 through 8405, 9201 through 9211, 9301, 9401, 9402, 9501, 9601 and 9602, then any additional fees or service charges billed by a law firm should be paid by the Servicer at its own expense. (See Section 9701.15 regarding non-reimbursable expenses.)

2. Mediation fees and court costs when pre-foreclosure mediation is required by State or local law. Attorney fees and court costs, as well as fees charged by a mediation manager or coordinator for participation in a pre-foreclosure mediation program are reimbursable with prior written approval from Freddie Mac as follows:

   - Freddie Mac will approve mediation attorney fees up to $375 for attendance and appearance at the initial mediation hearing or conference when Freddie Mac determines that applicable law requires participation in a pre-foreclosure mediation program. Freddie Mac will conduct additional review(s) to approve requests for pre-approval (RPAs) of mediation attorney fees in excess of $375 for counsel's attendance and appearance at the initial mediation hearing or conference, or in any amount in any State or jurisdiction where Freddie Mac has not determined that applicable law requires a pre-foreclosure mediation program.

   - In situations where additional mediation hearings or conferences are required, Freddie Mac will approve mediation attorney fees up to $250 per occurrence, for up to two additional mediation hearings or conferences. Freddie Mac will conduct additional review(s) to approve RPAs of mediation attorney fees in excess of the initial mediation hearing or conference and two additional occurrences.

   - Freddie Mac will approve mediation-related court costs, as well as fees charged by a mediation manager or coordinator for participation in a pre-foreclosure mediation program, not to exceed the actual costs.

3. Filing costs and other costs required by a court, as well as the cost of obtaining a copy of a death certificate if needed to facilitate prompt and efficient completion of the legal proceedings

4. Costs as set forth in Exhibit 57A for title work required for foreclosures, which include the cost of an update to the title if required by the State, or to ensure clear and marketable title to the Mortgaged Premises after the foreclosure sale. Freddie Mac will not reimburse for any additional title abstract, commitment or policy. If the Servicer must obtain an additional update to the title because the original is stale due to bankruptcy delay, Freddie Mac will reimburse the Servicer up to $125 for the update in Maryland, Ohio and Virginia, and $75 for all other States. Servicers must contact Freddie Mac for written pre-approval for an additional update if the title becomes stale for any other reason.

5. Costs of serving legal notices, when required by law

6. Cost of publication of notices of foreclosure or other legal proceedings as required by State or local law. Reimbursable costs incurred for the publication of such legal notices include actual charges imposed by the newspaper or publication. The foreclosure attorney fees in Exhibit 57A cover fees for acquiring the publication, including the cost of preparing, submitting and verifying the legal notices.

7. Cost of posting of notices of foreclosure or other legal proceedings, as required by State or local law. Reimbursable costs incurred for the posting of such legal notices are for actual charges imposed for the physical posting of notices on the property.

8. Postage for certified or registered mail that is required for legal notices as required by law

9. Bankruptcy costs and fees as set forth in Exhibit 57A, and bankruptcy expenses incurred that exceed the expense limits in Exhibit 57A, if the Servicer has submitted and Freddie Mac has granted written pre-approval of the Servicer's request via the Reimbursement System. However, if the Borrower is delinquent and files for bankruptcy protection and a reorganization plan is approved, Freddie Mac will not reimburse the Servicer for its expenses. The Servicer must seek reimbursement for its allowable expenses through the Borrower's bankruptcy plan.

   If the Borrower breaches the bankruptcy plan, the Servicer must not submit a claim until after the final non-REO event or activity occurs or Freddie Mac acquires the property at foreclosure, whichever is applicable.

10. Eviction costs and expenses if Freddie Mac directs the Servicer to process the eviction. (Refer to Section 9603.14.)

11. Contested foreclosure fees and court costs required to continue with the foreclosure process if the Servicer has submitted and Freddie Mac has granted written pre-approval of the Servicer's request via the Reimbursement System.

    For legal expenses that are related to a non-routine litigation matter and are considered reimbursable, Servicers must first contact Freddie Mac with details of the non-routine litigation matter according to the reporting requirements in Section 9402.3(b), and include an estimate of the attorney's fees and litigation costs, as well as the attorney's hourly rate, in the Servicer's request for Freddie Mac's pre-approval via the Reimbursement System.

    Contested foreclosure fees and court costs are:

Contested Foreclosure Resolved by Motion for Summary Judgment (Judicial)	Foreclosure attorney fee for a contested foreclosure in which a defendant files an answer requiring the filing of a summary judgment motion. This includes work leading up to the filing of the summary judgment motion, all court appearances and all written discovery.
Responding to a Motion to Dismiss (Judicial)	Foreclosure attorney fee for responding to a motion to dismiss, including the preparation and filing of a response and attendance at all hearings.
Contested Foreclosure Resolved by Trial (Judicial)	Foreclosure attorney fee for trial, set by court upon its own motion including, but not limited to, pre-trial preparation and correspondence, preparation and filing documents necessary for trial, witness preparation and all necessary court appearances.
Contested Foreclosure Resolved by Motion to Dismiss (Non-Judicial)	Foreclosure attorney fee for a contested foreclosure (i.e., Borrower's filing of a lawsuit to challenge a non-judicial foreclosure) resolved by the filing of a motion to dismiss and subsequent entry of an order granting motion to dismiss. This includes all work leading up to the filing of the motion to dismiss and all necessary court appearances.
Contested Foreclosure Resolved by Summary Judgment Motion (Non-Judicial)	Foreclosure attorney fee for a contested foreclosure (i.e., Borrower's filing of a lawsuit to challenge a non-judicial foreclosure) resolved by the filing of a motion for summary judgment and subsequent entry of an order granting motion for summary judgment. This includes all work leading up to the filing of the summary judgment motion, all court appearances and all written discovery.

Probate Proceedings	Foreclosure attorney fee for probate proceedings during a contested foreclosure.
Motion for Mediation in a Contested Foreclosure	Foreclosure attorney fee for attendance and appearance at a mediation session for a contested foreclosure that is not part of a State or local law pre-foreclosure mediation program.
Borrower Initiated Motions	Foreclosure attorney fee for responding to a motion initiated by the Borrower or Borrower's counsel, including the preparation and filing of a response and attendance at all hearings.
Reply to Affirmative Defenses/Motion to Strike	Foreclosure attorney fee for responding to affirmative defenses or a motion to strike filed by or on behalf of the Borrower in a contested foreclosure, including the preparation and filing of a response and attendance at all hearings.
Discovery (Request for Production of Documents, Request for Admissions, Interrogatories)	Foreclosure attorney fee for responding to a discovery request or propounding discovery in a contested foreclosure, including the preparation and filing of a response and attendance at all hearings.
Contested Foreclosure Fee – Other	Foreclosure attorney fee for additional work needed to resolve a contested foreclosure that enters into litigation, whether routine or non-routine, in order to proceed with the foreclosure.

12. For the life of the default, the actual cost of system connectivity fees, technology fees and invoice processing fees up to the following maximum expense limits:

- Connectivity fees are reimbursable up to a maximum of $25 per referral, on or after April 1, 2011, for the life of the default

- Technology fees are reimbursable up to a maximum of $5 per referral, before April 1, 2011, for the life of the default

- Invoicing fees are reimbursable up to a maximum of $5 to process foreclosure invoices and an additional maximum of $5 to process bankruptcy invoices for the life of the default on referrals on or after April 1, 2011

For details on system connectivity and invoice processing, refer to Section 9501.9.

13. Attorney fees to shorten a redemption period, when allowed by applicable State law, if the Servicer has submitted and Freddie Mac has granted written pre-approval of the Servicer's request via the Reimbursement System

14. Attorney fees to foreclose on a Cooperative Share Mortgage, if the Servicer has submitted and Freddie Mac has granted written pre-approval of the Servicer's request via the Reimbursement System

15. Attorney fees for appearance and attendance at a status, conciliation or case management conference, when required by State or local law or set by the court, if the Servicer has submitted and Freddie Mac has granted written pre-approval of the Servicer's request via the Reimbursement System

16. Legal fees and costs considered non-recoverable from the Borrower under applicable federal, State or local law upon reinstatement or pay off of the Mortgage

In the event of a foreclosure of the property or a bankruptcy of the Borrower, attorneys' invoices paid by the Servicer pursuant to Section 8103.3 must match or exceed the claim for reimbursement in the Reimbursement System. Servicers must pay attorneys' invoices timely, and should not be delaying the payment of attorneys' invoices until after the expenses have been reimbursed by Freddie Mac.

Freddie Mac will not reimburse the Servicer for attorney's fees and litigation costs on Mortgages sold to Freddie Mac with full recourse or subject to indemnification. For Mortgages sold to Freddie Mac with recourse or subject to indemnification, the Servicer must inform counsel retained for foreclosure, eviction or bankruptcy that the Servicer is responsible for paying all associated fees and costs.

9701.12: Reimbursement requirements when foreclosure must be resumed (03/02/16)

If the Servicer has to resume a foreclosure proceeding in certain States due to a delay in the process, Freddie Mac will reimburse the Servicer as follows:

1. All of the reimbursable actual costs (per the requirements of the Guide) of each foreclosure

2. Up to 100% of the approved attorney's fees for the first foreclosure attempt

3. Up to 70% of the approved attorney's fees for a subsequent foreclosure

Refer to Section 9301.46 for an explanation of such a delay.

The States affected by this requirement are identified in Exhibit 57A, Approved Attorney Fees and Title Expenses, with a double asterisk.

In all other States, Freddie Mac will reimburse the Servicer for only one occurrence of the foreclosure fee and costs per the requirements of the Guide.

9701.13: Reimbursement of BPO/appraisal reports (03/02/16)

Since the Servicer does not incur an expense when it orders a BPO or appraisal report from Freddie Mac via BPOdirect® in connection with a workout or a foreclosure, a BPO or appraisal report via BPOdirect is not an expense for which the Servicer may seek reimbursement. Freddie Mac will only reimburse the Servicer for an appraisal report ordered from an appraiser of its choice if the Servicer has complied with Section 9202.16.

9701.14: Reimbursement of Scheduled Principal (03/02/16)

Guaranteed timely Scheduled Principal, paid under the super accelerated remittance cycle (super ARC) option (as described in Sections 8301.4 and 8303.18), is reimbursable via expense code 503000 when advanced on a Mortgage that results in an REO, short sale, other workout or charge-off.

9701.15: Non-reimbursable expenses (03/02/16)

Freddie Mac considers the following items to be standard operating costs for Servicers, the attorney or broker and, as part of the cost of doing business, not reimbursable:

1. Appraisal reports, except when approved by Freddie Mac in advance

2. Attorney's fees resulting from correction of matters that should have been resolved before the foreclosure sale, including any costs to resolve real property title issues that are the result of Seller's or Servicer's actions or inactions

3. Documentary stamp taxes/transfer taxes/excise taxes on real estate conveyance (Freddie Mac is exempt under Title 12 of the United States Code, Section 1452(e)), unless the Servicer received Freddie Mac's prior written approval via the Freddie Mac Reimbursement System

4. Facsimile transmission (fax) charges

5. Interest, penalties (except for the first tax penalty (and second tax penalty in California as provided in Section 9701.6) incurred as defined in Section 9701.6), late charges, or legal fees for late payment of taxes or homeowners association (HOA) assessments

6. Long distance telephone calls

7. Mailgram charges

8. Mileage or travel costs

9. Mortgage credit life insurance premiums

10. Other costs of an attorney, such as time or fees for curing a Delinquency, document preparation, word processing or notary public services performed by an attorney; co-counsel fees; referral fees, packaging fees or other similar fees and new case start-up fees

11. Photocopy costs

12. Photographs

13. Regular postage

14. The actual or imputed value of in-house counsel time expended when the reimbursable matter is handled by in-house counsel

15. Additional fees for preparing a foreclosure deed because the cost of doing so is included in the attorney's fees listed in Exhibit 57A, Approved Attorney Fees and Title Expenses

16. Credit reports

17. Additional fees or service charges billed by a law firm, or any entities the firm relies upon to provide third-party support functions performed on the Servicer's behalf, that are considered included in the attorney's fees listed in Exhibit 57A

18. Additional fees or service charges that are billed by a law firm or any entity the Servicer relies upon and are associated with Servicer functions. Servicers should pay vendors for handling such Servicer functions at their own expense.

For expenses considered non-reimbursable, Servicers or their Permitted Vendors (see Section 2405.7 regarding use of the Reimbursement System by Permitted Vendors) should not be requesting Freddie Mac's written pre-approval by submitting a request for pre-approval (RPA) via the RPA functionality in the Reimbursement System for these expense amounts.

If Freddie Mac determines that the Servicer has directly or indirectly passed or charged to Freddie Mac any non-reimbursable expenses, or charged Freddie Mac for Servicing obligations covered by the Servicing Spread (as set forth in Section 8103.3), then Freddie Mac may pursue

any or all remedies available under the Guide, other Purchase Documents and applicable law. (See Section 9301.3 regarding Freddie Mac's rights.)

9701.16: Denials and adjustments of expense reimbursement requests (03/02/16)

Freddie Mac reserves the right to withhold payment on a reimbursement request if:

1. Servicer fails to provide Freddie Mac with supporting documentation requested or in the time frame Freddie Mac requires

2. Freddie Mac did not receive the request within the expense reimbursement submission time frames (see Section 9701.5)

3. The request includes expenses that are typically non-reimbursable, unless the Servicer has obtained Freddie Mac's written pre-approval

4. The request includes expenses for an amount in excess of the expense limits in Exhibit 57, 1- to 4-Unit Property Approved Expense Amounts, and Exhibit 57A, Approved Attorney Fees and Title Expenses, unless the Servicer obtained Freddie Mac's written pre-approval

   If Freddie Mac adjusts or denies the Servicer's reimbursement request:

- Information on the reason why Freddie Mac either adjusted or denied an expense reimbursement will be available in the Freddie Mac Reimbursement System

- The Servicer may resubmit the reimbursement request via the Reimbursement System provided the resubmission is within Freddie Mac's time frame requirements, the Servicer claims only the disallowed expense, and the appropriate documentation is attached and includes a justification for why the disallowed expense should be reimbursed

9701.17: Default reporting requirements and reimbursement of claims (03/02/16)

The legal fees and costs the Servicer submits must reflect the same default action dates as reported via EDR. Failure to report delinquency, foreclosure, bankruptcy and other relevant EDR data will result in the adjustment or denial of the claim request.

9701.18: REO related costs and expenses (03/02/16)

Freddie Mac will reimburse the Servicer for post-acquisition activities which a Servicer must perform for Freddie Mac, the MI, FHA and/or the VA. (Refer to Chapter 9603 for information on these activities.)

9701.19: Expense offsets (03/02/16)

The Servicer must deduct certain funds from expenses incurred. These funds include positive Escrow balances at default, interest on Escrow balances, property insurance and primary mortgage insurance premium refunds.

The Servicer's requested expense reimbursements must be offset by any positive Escrow balance. Funds remaining in the Borrower's Escrow account at default must be accounted for with the Servicer's reimbursement request as income to offset expenses. Funds remaining in a temporary buydown account before the foreclosure action was started must be applied as set forth in Section 4204.4. Additionally, the Servicer is required to offset any incurred reimbursable expenses with the proceeds of rental income it receives during the foreclosure or REO holding period.

Mortgage insurance premium refunds should be refunded directly to Freddie Mac by the MI on the claim for loss. If, however, the MI sends a refund of the mortgage insurance premium to the Servicer directly, the Servicer must credit the MI premium refund on the claim as income when it submits a request for expense reimbursement.

In the following instances, Freddie Mac will bill the Servicer for the funds on the Performing Loans monthly Servicer Billing Statement or the Servicer Non-Performing Loans Invoice, respectively:

- If the income reported by the Servicer exceeds the expenses requested
- If the Servicer has no expenses currently being processed to offset the income that is due to Freddie Mac

Refer to Section 9102.1 for information on the payment of the Servicer Billing Statement and Non-Performing Loans Invoice via an Automated Clearing House (ACH) draft.

The Servicer must not offset anticipated or received mortgage insurance claim payments, property insurance claim proceeds or sales proceeds against any expenses incurred. (Refer to Section 9701.20 for information on remitting these funds to Freddie Mac.)

9701.20: Forwarding remittances to Freddie Mac (03/02/16)

The Servicer is required to forward non-REO related funds to Freddie Mac **(see Directory 5)** and REO related funds to Freddie Mac **(see Directory 6)** within 10 Business Days of the Servicer's receipt of the funds. Such funds typically include, but are not limited to, mortgage insurance claim proceeds and property insurance claim proceeds.

The Servicer must forward the funds to Freddie Mac via check or wire transfer as follows:

- For non-REO related funds, the Servicer must forward the funds via check payable to the Federal Home Loan Mortgage Corporation and include the Freddie Mac loan number along with copies of related documentation with the check

- For REO related funds, the Servicer must forward the funds via (a) check or (b) wire transfer

  (a) Remittances forwarded by check must be payable to the Federal Home Loan Mortgage Corporation and include the Freddie Mac loan number along with copies of related documentation with the check

  (b) Remittances forwarded by wire transfer must reference the Freddie Mac loan number, address of property, and the type of proceeds (e.g., REO repurchases, mortgage insurance claim proceeds, and property insurance claim proceeds)

The Servicer must not offset any expenses against property insurance claim proceeds or mortgage insurance claim proceeds.

9701.21: Standard supporting documentation for expense reimbursement (03/02/16)

With the exception of Mortgages insured by the FHA, or guaranteed by the VA or RHS not subject to recourse or indemnification, Freddie Mac generally will not require the Servicer to submit supporting documentation with its expense reimbursement requests and resubmission of denied reimbursement requests. However, there are situations, such as audits of reimbursement requests, where Freddie Mac will instruct the Servicer to provide standard supporting documentation. Standard supporting documentation for expense reimbursement requests includes, but is not limited to:

1. Proof of all disbursements: Copies of original bills/invoices of services performed for expenses submitted on the claim, that include, but are not limited to, the following: legal fees and costs, property inspection, property preservation costs, primary mortgage insurance premiums and condominium/homeowners association (HOA)/Planned Unit Development (PUD) assessments

2. A copy of the project declaration highlighting, if applicable, the portion of the condominium, HOA or PUD assessments that may take priority over the Mortgage

3. Copy of the Mortgage history beginning twelve months prior to the DDLPI through the date Freddie Mac requests the Mortgage history. Proof of payment of normal Escrow items is not required if shown in the history. However, if tax payments are not consistent with the other taxes or if they were paid in a lump sum, the Servicer must submit documentation from the taxing authority providing the breakdown of the tax amount, including any late charges, penalties and interest (if applicable).

4. The buydown account balance, if applicable

For expense reimbursement requests on Mortgages insured by the FHA, or guaranteed by the VA or RHS not subject to recourse or indemnification, Freddie Mac requires the Servicer to provide supporting documentation including, but not limited to:

- A copy of the claim for benefits filed with the applicable entity

- Any communication or requests for information from the applicable entity regarding the claim, including any response, and

- Documentation showing the itemization of the distribution of the claim payment received from the applicable entity (e.g., loss claim packet or advice of payment letter)

In the event a Servicer is required to submit supporting documentation for Freddie Mac to process the claim, the Servicer's submission must meet the appropriate submission deadline in Section 9701.5 or any deadline given in Freddie Mac's request for documentation.

9701.22: Expense reimbursement audits (03/02/16)

Freddie Mac will perform audits of claims to ensure compliance with Freddie Mac's requirements. If Freddie Mac finds that a claim is not in compliance with applicable requirements, Freddie Mac may deny the reimbursement or adjust the claim.

Freddie Mac will communicate an audit request to the Servicer via the Freddie Mac Reimbursement System. The Servicer will then be required to submit the standard supporting documentation via the Reimbursement System within seven Business Days. (Refer to Section 9701.21.) If the Servicer fails to submit the required documentation by the deadline, the Servicer's claim will be denied and the Servicer will not be permitted to resubmit the claim to Freddie Mac.

If Freddie Mac determines through the audit that an expense was not eligible for reimbursement, Freddie Mac will:

- Provide the Servicer with an explanation of Freddie Mac's audit findings, and

- Release the claim back to the Servicer or adjust the claim based on Freddie Mac's audit findings

If Freddie Mac determines through an audit that a previously reimbursed expense was not eligible for reimbursement, Freddie Mac will bill the Servicer for the amounts due back to Freddie Mac on its monthly Servicer Non-Performing Loans Invoice. (Refer to Section 9102.1 for information on the payment of Servicing Non-Performing Loans Invoices via an Automated Clearing House draft.)

If Freddie Mac determines through the audit that Freddie Mac owes funds to the Servicer, Freddie Mac will remit the funds to the Servicer within 30 calendar days of the date Freddie Mac notifies the Servicer of the audit findings.