Freddie Mac eMortgage Guide

Version 7.0

DISCLOSURE NOTICE, DISCLAIMER

This *Freddie Mac eMortgage Guide*© (eMortgage Guide) is for Freddie Mac Seller/Servicers that enter into negotiated agreements with Freddie Mac to originate and sell eMortgages to and/or service electronic Mortgages for Freddie Mac. eMortgages are Mortgages that are originated using a "Transferable Record" also referred to as an electronic Note or "eNote." An eMortgage may also have an electronic or paper Security Instrument and certain other paper or Electronic Records, which are part of the Mortgage File Documents. If a Seller/Servicer enters into an agreement with Freddie Mac to sell and/or service eMortgages, the requirements contained herein will be incorporated into and become a part of and will amend and supplement the Freddie Mac Single-Family Seller/Servicer Guide (Guide) and Seller/Servicer's other Purchase Documents.

The requirements in this eMortgage Guide are subject to revision by Freddie Mac at any time at its sole discretion. Notwithstanding anything contained in the Guide or Seller/Servicer's other Purchase Documents to the contrary, any such revision shall be effective as of the date specified by Freddie Mac. The information contained in this eMortgage Guide is not a statement of law and does not create any rights for any Seller/Servicer or any third party, other than Freddie Mac. This eMortgage Guide replaces and supersedes, in its entirety, the Freddie Mac eMortgage Guide published in 2016.

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Section 1:   Introduction

1.1   Introduction

An eMortgage is a Mortgage that is originated using an "Electronic Note" or "eNote". The Security Instrument and other loan documents can be paper or Electronic Records.

Most types of Mortgages are eligible for delivery to Freddie Mac as eMortgages. Mortgages that are not currently eligible for sale to Freddie Mac as eMortgages, due to additional risks associated with such Mortgages, are identified and set forth in Section 2.4 below.

1.2   About This Guide

This *Freddie Mac eMortgage Guide*© ("eMortgage Guide") sets forth Freddie Mac's requirements that Seller/Servicers, Custodians and System Providers must comply with to create, store, sell, and service eMortgages. The requirements and specifications in this eMortgage Guide are based, for the most part, on the requirements of E-SIGN, which is a law that was adopted by Congress and signed into law by the president in 2000, and UETA, which was adopted by NCCUSL and recommended for adoption by the 50 states, the District of Columbia, and U.S. possessions and territories in 1999.

1.3   Interpreting Requirements Set Forth in This eMortgage Guide

In any interpretation of Seller/Servicer Purchase Documents with respect to the special requirements applicable to eMortgages, the requirements set forth in this eMortgage Guide and the amendment that incorporates this eMortgage Guide into Seller/Servicer's Purchase Documents shall prevail over conflicting or contradictory requirements in the Freddie Mac Single-Family Seller/Servicer Guide ("the Guide"). Except as expressly agreed in writing between Seller/Servicer and Freddie Mac, eMortgages must comply with the requirements in the Guide.

1.3.1   Complying with eMortgage Requirements

If Freddie Mac, in its sole discretion, determines that a Seller/Servicer is eligible to sell and/or service eMortgages, Freddie Mac shall prepare an attachment or amendment to Seller/Servicer's Purchase Documents, which shall incorporate this eMortgage Guide by reference. Seller/Servicers and their System Providers must comply with the requirements specified in this eMortgage Guide. In addition, contracts between the Seller/Servicer and any Service Provider(s) regarding the provision of eMortgage closing services and eNote Vault System services, will be required by Freddie Mac to contain certain terms and conditions. Seller/Servicers will be required to make certain representations and warranties regarding their compliance with requirements in this eMortgage Guide and in other Purchase Documents.

The Seller/Servicer is solely responsible for any failure to comply with the provisions of the MERS eRegistry Membership Agreement, including, but not limited to, any rules, and procedures and any liability that it or Freddie Mac incurs as a result of Seller/Servicer's registration of (or failure to timely register) eNotes in the MERS eRegistry. A transfer of control identifying Freddie Mac as the Controller of an eNote registered in the MERS eRegistry does not relieve the Seller/Servicer from its responsibility to comply with all applicable provisions of the MERS eRegistry Rules, this eMortgage Guide and Seller/Servicer's other Purchase Documents.

1.4   Capitalized Terms

Capitalized terms used herein shall have the meanings ascribed to such terms in the Guide, this eMortgage Guide, Seller/Servicer's other Purchase Documents, E-SIGN, and UETA.

Section 2: Selling eMortgages

2.1 Seller Eligibility Requirements

2.1.1 Seller Approval

Seller/Servicers who wish to sell eMortgages to Freddie Mac should contact their account manager or Customer Support Contact Center (800-FREDDIE) to begin the process of determining their eligibility. As part of the Seller/Servicer approval process, Seller/Servicer's systems used to originate and close eMortgages ("eClosing System") and store Electronic Notes ("eNote Vault System"), must go through the Freddie Mac approval process outlined below.

If a Seller/Servicer is approved by Freddie Mac to sell eMortgages to Freddie Mac, the Seller/Servicer's Purchase Documents will be amended to incorporate this eMortgage Guide and other applicable terms and conditions. Freddie Mac's approval of an entity as a Seller of eMortgages to Freddie Mac does not necessarily mean that such entity will also be approved as a Servicer of eMortgages for Freddie Mac or vice versa. The approval process to service eMortgages is outlined in Section 3.

2.1.2 eClosing and eNote Vault Systems Review and Approval

The eClosing System and eNote Vault System review and approval process includes an initial due diligence process to confirm compliance with requirements outlined in section 2.2 and 2.3. In addition, the systems must go through periodic and as needed reviews to confirm continued compliance with Freddie Mac eMortgage requirements.

2.1.3 Due Diligence and Approval Process

If the eClosing System and eNote Vault System ("Systems") were not previously reviewed and approved by Freddie Mac, the Systems must go through the due diligence process. The due diligence process includes following steps:
Note: Some of these steps can be performed simultaneously

- A demonstration of the Systems for Freddie Mac's review and approval
- Submission of scan of the Systems using a web-based application scanner, acceptable to Freddie Mac (e.g., IBM RATIONAL APPSCAN®, HP WebInspect®, Tenable Nessus®, Acunetix®, QualysGuard®) conducted within 30 days of request for approval and provided to Freddie Mac. Freddie Mac will, in its sole discretion, determine whether the results are acceptable
- Completion of the Systems testing that include verification of integration with MERS eRegistry and eDelivery systems, among other things
- Execution of a certification form (provided by Freddie Mac) by the System Provider's Chief Technology/Security Officer (or comparable titled employee of System Provider) and submission of the executed certification form to Freddie Mac
- Execution of a certification form (provided by Freddie Mac) by the Seller's Chief Technology/Security Officer (or comparable titled employee of Seller) and submission of the executed certification form to Freddie Mac
- A legal analysis of the Systems and the Seller's and System Provider's policies, procedures and processes by an attorney selected and paid for by Freddie Mac (which may include Seller and System Provider delivering new or supplemental written, executed certifications provided by Freddie Mac)

If the due diligence review of the Seller, System Provider and Systems is acceptable to Freddie Mac, in its sole discretion, the Seller, System Provider and Systems will be approved permitting Seller to sell eMortgages to Freddie Mac in accordance and compliance with Seller's Purchase Documents

2.1.3.1 Systems Previously Approved

If a System Provider's eClosing System and eNote Vault System were previously approved by Freddie Mac for use by another Seller/Servicer, generally, only a technical and security review of the Seller/Seller's integration with such Systems will be required. Freddie Mac reserves the right to require a full technical, security and legal review and analysis of any previously approved Seller, System Provider and System.

Notwithstanding Freddie Mac's legal analysis or technical and security analysis of Seller System Provider, eClosing System and/or eNote Vault System: (i) Seller/Servicer remains solely responsible and liable for any error, omission, system malfunction and/or negligence caused by such System Provider, eClosing System and/or eNote Vault System or caused by Seller and (ii) Freddie Mac undertakes no responsibility and/or liability whatsoever in connection with any error, omission, system malfunction and/or negligence caused by the Seller, System Provider, eClosing System and/or eNote Vault System in connection with Seller's use of such eClosing System and/or eNote Vault System.

2.1.3.2 Initial Due Diligence for Correspondents or Mortgage Brokers

If a Seller/Servicer is eligible to sell Freddie Mac Wholesale Home Mortgages, the Seller/Servicer, after obtaining approval to deliver eMortgages to Freddie Mac, may also sell Wholesale Home Mortgages that are eMortgages ("Wholesale Home eMortgages") originated and closed, and sold to them by a Correspondent or Mortgage Broker. The Correspondent or Mortgage Broker may select:
* the eClosing System and eNote Vault System used by Seller/Servicer and approved by Freddie Mac (no additional approval required except system integration with Correspondent or Mortgage Broker)
* an eClosing System and eNote Vault System not used by Seller/Servicer, but approved by Freddie Mac (no additional approval process required except system integration with Correspondent or Mortgage Broker)
* an eClosing System and eNote Vault System not approved by Freddie Mac (Approval process described in section-2.1.3 will be applicable)

2.1.4 Ongoing Reviews

The Seller/Servicer must (or cause the System Provider to), at least annually, conduct an audit of the eClosing system and eNote Vault system that it uses to confirm that such systems continue to comply with the minimum System and security requirements in this eMortgage Guide and Seller/Servicer's other Purchase Documents. The audit type and frequency will be included in the Seller/Servicer's Purchase Documents, but must be a SSAE 16 or other comparable type of audit acceptable to Freddie Mac, in its sole discretion. A copy of the audit shall be provided to Freddie Mac within 30 days of its completion.

In addition, Freddie Mac reserves the right, in its sole discretion, to require that the legal analysis, technical review and security review be updated:

- In the event of any material change to the operation or effectiveness of the eClosing and eNote Vault systems; or
- At such periodic intervals as Freddie Mac shall deem appropriate.

2.2   eClosing System Requirements

The eClosing System used by the Seller/Servicer to originate and close eMortgages must comply with following requirements.

2.2.1   Electronic Signatures

The Systems used for Borrower's signing the eNote and other Electronic Records using an Electronic Signature must:

- Verify the Borrower's identity and authority to sign the eNote and other Electronic Records;
- Clearly identify the symbol or Process to be used as an Electronic Signature and the purpose of the Electronic Signature;
- Clearly identify the Electronic Record being signed;
- Capture clear evidence of the Borrower's intent to adopt the Electronic Signature and to electronically sign the eNote and other Electronic Records;
- Attach the Electronic Signature to, or associate the Electronic Signature with, the eNote and any other Electronic Records executed by the Borrower;
- Attribute the Electronic Signature to the applicable Borrower;
- Include the Borrower's printed name in a visible and legible manner on the Electronic Record; and include date and time stamp of the time of Borrower's execution of the eNote and any other Electronic Records.

Additional details on Electronic Signature requirements are provided in Appendix C.

2.2.2   Mandatory Electronic Record Types and Use of Tamper Seals

Seller/Servicer must use the following electronic document types:

- The eNote must be a valid, Version 1.02 MISMO Category 1 SMART Document, signed using an Electronic Signature process, and secured by a Tamper Seal; and
- All other Mortgage File Documents may be MISMO Category 1, Category 2 or 4 Version 1.02 SMART Documents or Portable Document Format (PDF) documents. If the electronic Mortgage File Documents are MISMO Category 1 SMART Documents, then they must comply with the MISMO Category 1 SMART Document requirements in this eMortgage Guide.

2.2.3   Display and Formatting Rules

Electronic Records presented to the Borrower in the eClosing System must comply with all applicable state and federal requirements concerning the content, display and format of information and retention (as required for paper records). As an illustration only, some of the formatting and display requirements that must be observed include:

- Use of specific fonts, specific type sizes, minimum type sizes, and boldface or italic styling;
- Physical location of particular information, such as disclosures that are required to appear just above the signature line; and
- Requirements that certain information is boxed, segregated, or separately displayed.

2.2.4 Electronic Record Image Quality

If an Electronic Record is delivered to the Freddie Mac eNote Vault and such Electronic Record is deemed to have unacceptable image quality by Freddie Mac, Freddie Mac shall have the right, in its sole discretion, to require Seller/Servicer to provide an electronic copy of the Electronic Record that is acceptable to Freddie Mac.

2.2.5 Electronic Record Integrity

The eClosing System must provide reasonable evidence that Electronic Records created and maintained by the System are not (and have not been) subject to unauthorized access or alteration. In the event of unauthorized access or alteration, the System Provider must have processes in place to promptly notify affected Seller/Servicers, Borrowers, other parties and Freddie Mac, as applicable.

2.2.6 eClosing Transaction Record

The eClosing System must create a record of each eNote and Electronic Record presented and signed ("eClosing Transaction Record"). The eClosing System must also, among other things, track and log actions related to the creation, signing and transferring of the eNote and other Electronic Records using the System. Such information must be contained in the eClosing Transaction Record. The eClosing Transaction Record must be retained and maintained by the Seller/Servicer and, if the related eMortgage or servicing of the eMortgage is transferred, it must be retained and maintained by the subsequent Seller/Servicer. The eClosing Transaction Record, at all times, must be stored and maintained in a manner that preserves the integrity and reliability of the eClosing Transaction Record for the life of the applicable eMortgage plus seven years.

2.2.7 Authoritative Copy

The eClosing System must be designed such that after execution of an eNote, the Authoritative Copy thereof is stored and maintained in a way such that it can be distinguished from any other copy of the Authoritative Copy.

2.2.8 Post-Execution File Formats

Post-execution file formats for eNotes and other Electronic Records must be capable of accurately reproducing the fonts, styling, margins, and other physical features of the eNotes and other Electronic Records when electronically displayed and printed and as required by state and/or federal law. The System storing such Electronic Records must permit the party viewing or printing the Electronic Record to ascertain:
- The content of the Electronic Record;
- The name of the Borrower signing the Electronic Record and the legal capacity in which the Borrower signed; and
- The time and date the Electronic Record was signed.

2.2.9 Document Licenses

All eNotes and other Electronic Records, regardless of format, must have no licensing conditions that would prohibit, limit or inhibit Freddie Mac from using the eNote and other Electronic Records for any customary business purpose. In addition, Freddie Mac shall not be required to pay any royalties or any other fees for its use of the eNotes and Electronic Records.

2.3 eNote Vault System Requirements

The eNote Vault System used by the Seller/Servicer, must store the Authoritative Copies of

eNotes before the eMortgages are purchased by Freddie Mac and must store copies of the Authoritative Copies of the eNotes thereafter and must comply with following requirements:

- Interface with MERS® eRegistry.
- Support the MISMO industry standard document version in which the eNote and other electronic documents were originally created.
- Support multiple, secure methods of delivery of eNotes, other electronic Mortgage documents, and data.
- Support one or more authentication methods to authenticate user access.
- Ensure system integrity through appropriate measures such as safeguarding against malware, firewall and network perimeter security controls, etc.
- Verify document integrity including, but not limited to, compliance with eNote Document Type Definition ("DTD") or schema and eNote Tamper Evident Seal before accepting documents.
- Capability to transfer eNotes and any other electronic Mortgage File Documents in the eNote Vault System to another eNote Vault System using MERS eDelivery.
- Prevent unauthorized viewing of the most sensitive data and documents through restricted access.

Additional details on the above requirements are provided in Appendix D.

2.4   Eligible eMortgage Types and/or Products

Upon obtaining Freddie Mac's express written approval to sell eMortgages to Freddie Mac, the Seller/Servicer may sell all Mortgage types and/or products eligible under Seller's Purchase Documents to Freddie Mac as eMortgages, except for the following which are not permitted currently:

- Mortgages secured by Mortgaged Premises located in Puerto Rico
- Mortgages in which a Power of Attorney is used for any Borrower
- Texas Equity Section 50(a)(6) Mortgages
- New York Consolidation, Extension and Modification Agreement ("NYCEMA") Mortgages
- Mortgages in which the Borrower is a trust of any type

In addition, a Freddie Mac-approved eMortgage Seller/Servicer may only sell the following Mortgage types and/or products to Freddie Mac as eMortgages on a negotiated basis, even if otherwise eligible under Seller/Servicer's Purchase Documents:

- Mortgages secured by Manufactured Homes
- Biweekly Mortgages
- Cooperative Share Mortgages

2.5   Closing and Delivering eMortgages

Seller/Servicer will be required to:

- Close the eMortgage with the applicable Fannie Mae/Freddie Mac Uniform Security Instrument, naming MERS as the original mortgagee of record, solely as the nominee for the lender and the lender's successors and assigns.
- Provide the Borrower with a paper copy of the eNote and all other Mortgage documents, unless the Borrower expressly agrees in writing or electronically to receive an electronic copy of the eNote and all other Mortgage File Documents. It is the Seller/Servicer's responsibility to provide copies of the eNote and other Mortgage File Documents, if

requested by the Borrower in the future.

- Register an eNote with the MERS eRegistry, using a MIN, as soon as possible, but no later than one (1) Business Day after the eMortgage loan closing date. Registration must occur before delivery and certification.
- Deliver the Authoritative Copy of the eNote, using MERS eDelivery, to Freddie Mac's eNote Vault System.
- Retain a copy of the Authoritative Copy of the eNote in Seller/Servicer's eNote Vault System.
- Send an offer of transfer of Controller and Location status of the eNote to Freddie Mac using the MERS integrated communication channel.
- Deliver the required loan data to the Freddie Mac Selling System.
- Insert Investor Feature Identifier (IFI) 251 in one of the IFI fields in the Selling System that identifies the loan as an eMortgage.
- Deliver the MERS Mortgage Identification Number (MIN).
- Clear all critical purchase edits for eMortgages in the Selling System.

Before Freddie Mac purchases an eMortgage, the eNote must be certified by a Freddie Mac approved eNote certifier (a Document Custodian or Designated Custodian) to ensure eNote data matches with data delivered in Selling System. The certification requirements are provided below.

2.5.1 eNote Certification

Freddie Mac may agree to provide its automated eNote certification process to Seller/Servicer or it may provide Freddie Mac's manual eNote certification process to Seller/Servicer. Freddie Mac will make that determination at the time of Seller/Servicer's approval to sell eMortgages.

- **Automated eNote Certification**. Freddie Mac's eNote Vault System provider also provides automated eNote certification services to Freddie Mac. Such automated eNote certification will occur after the eNotes are in the eNote Vault System and Seller/Servicer has provided all required loan data to the Selling System.
- **Manual eNote Certification**. In the event Freddie Mac determines that Seller/Servicer must use the manual eNote certification process, in addition to applicable Note verification requirements as identified in Section 6304.3(a) of the Guide, the Freddie Mac approved eNote certifier must verify that:
  - The Selling System properly identifies eMortgages by confirming that;
    - The term "EMTG" is on the Form 1034E in the Selling System or on a printed version of 1034E; or
    - The "Enote Indicator" column in the data export from Selling System is "true"; or
    - A check mark is in a column denoted with or labeled with a lower case "e", in the certification screens in the Selling System;
  - The MIN in the Selling System is the same as the MIN on the eNote;
  - The Tamper Seal on the eNote matches the Tamper Seal stored in the MERS eRegistry;
  - Freddie Mac is the Controller of the eNote and the Location of the eNote in the MERS eRegistry;
  - When the eNote is viewed online, there is a representation of the typed name and Electronic Signature of the Borrower's, a time and date stamp associated with and located near the Borrower's electronic signature, and the Borrower's legal signing

capacity, if signing other than in an individual capacity;

- o When the eNote is viewed online, MERSCORP Holdings, Inc., a Delaware corporation, has been named as the "Operator of the Registry" in the Uniform eNote;
- o If the eNote has been modified, the MERS eRegistry reflects the modification; and
- o The eNote is a valid Version 1.02 MISMO Category 1 SMART Document.

Seller/Servicer is responsible for resolving discrepancies before certification can be completed. If the eNote does not meet certification requirements and the Seller/Servicer has been unable to resolve outstanding issues, the eNote will be transferred back to Seller/Servicer.

2.5.2 eMortgage Modifications (Before Delivery)

Changes to the Uniform Instruments may be made only in accordance with this eMortgage Guide, the Guide, and Seller/Servicer's other Purchase Documents. Any changes to the terms or conditions of the eNote or Security Instrument or any other Mortgage document after the eMortgage loan closing, but before delivery and sale to Freddie Mac, may be made using a paper modification agreement executed by the Borrower using pen and ink. The original paper, pen and ink signed modification agreement must be stored by Seller's Document Custodian or Designated Custodian, as applicable, and be cross-referenced to the eNote stored in Freddie Mac's eNote Vault System.

Electronic modification agreements that modify eMortgages may also be used by an approved eMortgage Seller/Servicer unless: (i) the law of the applicable State does not permit Electronic modification agreements in general or (ii) the law requires that such agreements be recorded and State law does not permit or have the ability to permit Electronic recording of Electronic modification agreements. Any eligible Electronic modification agreement must be delivered to Freddie Mac's eNote Vault System for storage with the related eNote (with a copy delivered to the eNote certifier).

If the modification agreement must be recorded in the public land records to be enforceable and effective (and maintain the eMortgage's first-lien status), under applicable law, such recordation is required.

2.5.3 eMortgage Minor Correction Process (Before Delivery)

Making minor corrections due to a scrivener's error or omission in an eNote, Security Instrument or any other Mortgage documents after loan closing, but before delivery to Freddie Mac, is permissible, so long as the corrections do not result in a change to the terms or conditions of the eMortgage.

Seller/Servicer's eMortgage minor correction process may not necessarily have to include the use of a modification agreement; provided that: (i) the minor correction process clearly discloses and documents any such minor correction; (ii) clearly evidences the Borrower's approval or authorization of the minor correction; and (iii) the minor correction process is expressly approved by Freddie Mac in advance and is added to Seller/Servicer's Purchase Documents by an amendment signed by Freddie Mac.

The Seller/Servicer must: (i) deliver the original corrective document to the Document

Custodian, and a Seller certified copy of the corrective document to the eNote certifier before certification; and (ii) retain a copy of the corrective document in the Mortgage file.

If the corrective document was created electronically, the Seller/Servicer must: (i) deliver the electronic corrective document to Freddie Mac's eNote Vault System for storage with the related eNote.

2.5.4   eMortgage File Documentation Management

The Mortgage File Documents for eMortgage delivered may contain paper and electronic documents, so long as Seller/Servicer: (i) maintains records that cross-reference the paper and electronic documents, and (ii) delivers promptly the documents to Freddie Mac or its designee in the format required by applicable law and/or Freddie Mac's requirements.

If some of the Mortgage File Documents are paper and some are electronic, the paper documents must be retained as required by the Guide, and the other electronic Mortgage File Documents must be retained in compliance with the requirements of this eMortgage Guide, the Guide, and Seller/Servicer's other Purchase Documents.

2.5.5   Selling eNotes With or Without Recourse

Unless Seller/Servicer and Freddie Mac have agreed (or subsequently agree) in Seller/Servicer's Master Agreement or other Purchase Documents to the contrary, eNotes sold hereunder will be sold by Seller/Servicer "without recourse", as that term is used and described in Article 3 of the model Uniform Commercial Code the "UCC" promulgated by NCCUSL, as amended from time to time, and Section 6201.7(b) of the Guide. Seller/Servicer shall nevertheless remain responsible and liable for: (i) for all of its representations, warranties, covenants and agreements under Seller/Servicer's Master Agreement, the eMortgage Guide, and other Purchase Documents including, without limitation, any repurchase or indemnification agreements applicable to any eMortgage sold hereunder and (ii) the eNote transfer warranties set forth in subsection 2.5.7 below.

IMPORTANT: For Wholesale Home eMortgages, Seller/Servicer must include language comparable to the language in this subsection 2.5.5 above, in the Seller/Servicer's agreements with its Correspondents and Mortgage Brokers.

2.5.6   Title Insurance Requirements

Each eMortgage must be insured by a lender's title insurance policy written on the ALTA® 2006 Loan Policy (adopted by ALTA 06/17/06) or the standard ALTA Short Form Residential Loan Policy One-to-Four Family (adopted by ALTA 06/17/06). In the event the policy is not one of the ones described in the immediately preceding sentence, Seller/Servicer represents and warrants that the coverage the title insurance policy provides is equivalent to the coverage provided in the ALTA 06/17/06 lender's title insurance policies.

2.5.7   eNote Transfer Warranties

Notwithstanding the transfer warranties or anything else contained in Section 3-416 of Article 3 of the UCC, Seller/Servicer, as transferor of each eNote transferred to Freddie Mac hereunder for consideration, hereby warrants to Freddie Mac, as transferee, and to Freddie Mac's successors and/or assigns, as successor transferees, that:
- Each eNote is being maintained in an eNote Vault System that satisfies the requirements of Section 16(b) and (c) of UETA and Section 201(b) and (c) of the E-SIGN Act and eNote

Vault System requirements specified in this eMortgage Guide;
- The transferor is duly authorized to transfer each eNote;
- The transferor is a person or an organization entitled to enforce each eNote;
- All Electronic Signatures attached to or logically associated with each eNote, and in connection with any prior authorization to transfer, are authentic, authorized, genuine and enforceable against the party purporting to have electronically signed;
- Each eNote has not been altered since it was executed by the Borrower(s);
- Each eNote is not subject to a defense or a claim of recoupment of any party that can be asserted against the transferor;
- The transferor has no knowledge of any insolvency proceeding commenced or threatened with respect to the Borrower(s) on each eNote; and
- Each eNote has at all times been maintained by a person identified as the person: (a) to whom the eNote was issued or transferred; and (b) asserting control of the eNote, or that person's designated custodian.

Freddie Mac and any successor transferee taking any of the eNotes sold hereunder in good faith may recover from the Seller/Servicer, as transferor, damages for breach of any of the warranties set forth in this paragraph, in an amount equal to the loss suffered as a result of the breach, but not more than the unpaid principal balance of the applicable eNote at the time of any such breach, plus expenses and loss of interest incurred as a result of the breach.

Seller/Servicer and Freddie Mac agree that under no circumstances shall the transfer warranties or any conditions precedent to enforcement of such transfer warranties contained in Section 3-416 of Article 3 of the UCC (or in the Uniform Commercial Code as enacted in the state in which the Mortgaged Premises is located) apply to eNotes sold to Freddie Mac hereunder.

IMPORTANT: For Wholesale Home eMortgages, Seller/Servicer must include language comparable to the language in this subsection 2.5.7 above, in the Seller/Servicer's agreements with its Correspondents and Mortgage Brokers.

2.5.8   Special eMortgage Representations, Warranties and Covenants

In addition to making all applicable representations and warranties in the Guide and Seller/Servicer's Purchase Documents, Seller/Servicer further represents and, warrants to (and covenants with) Freddie Mac, with respect to each and every eMortgage (both Retail eMortgages and Wholesale Home eMortgages) sold to Freddie Mac, that:
- All Borrowers electronically signed the Consent Form in advance of being presented with any Electronic Record to be signed;
- The Consent Form provided to the Borrower(s) complies with: (a) Seller/Servicer's Purchase Documents as amended by this eMortgage Guide; (b) Section 101(c) of Title I of E-SIGN; and (c) all other applicable laws, regulations and rules;
- The eNote and other electronic Mortgage documents, the systems and processes used to create, register, transfer, store, retrieve, maintain and secure these documents, and the Electronic Signature process used by borrower to electronically sign these documents comply with: (a) Seller/Servicer's Purchase Documents as amended by this eMortgage Guide; (b) E-SIGN and/or UETA, as enacted by the applicable jurisdiction, including, without limitation, Section 201 of Title II of E-SIGN and Section 16 of UETA; and (c) all other applicable laws, regulations and rules;
- The Electronic Record identified as an eNote is a "Transferable Record" and is a valid, Version 1.02 MISMO Category 1 SMART Document

- All disclosures required pursuant to applicable law were provided to the Borrower either on paper or electronically. If the disclosures were provided electronically, then they were provided after the Borrower was presented with and executed the Consent Form; and
- No eMortgage was funded at closing by Seller/Servicer using the proceeds from the sale of such eMortgage to Freddie Mac.

2.6   Use of eMortgage Warehouse Lender

This Section supplements and amends Chapter 6305 of the Guide by addressing eMortgage Sellers who use a Warehouse Lender. A Freddie Mac-approved Seller/Servicer that is also approved by Freddie Mac to originate and sell eMortgages to Freddie Mac, may enter into an eMortgage Warehousing Agreement with a Warehouse Lender ("WHL") to facilitate the closing or purchase of eMortgages, and may grant the WHL a lien, interest and/or security interest in certain eMortgages ("Pledged eMortgages") and related pledged eNotes ("Pledged eNotes").

2.6.1   Delivery and Transfer of Control to WHL

Seller may deliver certain Pledged eMortgages and the related Pledged eNotes to Freddie Mac, from time to time, that are eligible for purchase under Seller's Purchase Documents. WHL will, to facilitate Seller's sale of Pledged eMortgages to Freddie Mac: (i) accept a transfer of related Pledged eNotes from Seller and Seller's eNote Vault to WHL and WHL's eNote Vault, using MERS® eDelivery; and (ii) accept the transfer of controller status ("Control") and location organization status ("Location") of the related Pledged eNotes from Seller, using MERS® eRegistry.

2.6.2   Delivery and Transfer of Control to Freddie Mac

Seller, WHL and Freddie Mac agree that WHL will: (i) transfer the related Pledged eNotes from WHL and WHL's eNote Vault to Freddie Mac and Freddie Mac's eNote Vault, using MERS® eDelivery and (ii) transfer Control and Location of the related Pledged eNotes from WHL to Freddie Mac, MERS® eRegistry. Freddie Mac will maintain and store the related Pledged eNotes for Seller's benefit commencing on the date and at the time the eRegistry reflects that Freddie Mac is the Controller and the Location of the related Pledged eNotes in the MERS® eRegistry.

2.6.3   Accepted Purchase Offer

If Freddie Mac accepts Seller's purchase offer, Freddie Mac shall purchase the Pledged eMortgages and related Pledged eNotes by sending the Purchase Proceeds, on the Funding Date or Settlement Date, by wire transfer in accordance with the wire transfer instructions in Form 996E, executed by WHL and delivered by WHL to Freddie Mac. At the moment Freddie Mac sends the Purchase Proceeds, Seller's and/or WHL's: (i) rights, title and/or interest in such Pledged eMortgages and related Pledged eNotes shall be immediately, automatically, absolutely and unconditionally conveyed, transferred and assigned to Freddie Mac and/or (ii) security interest in or lien upon such Pledged eMortgages and related Pledged eNotes shall be immediately, automatically, absolutely and unconditionally released and relinquished to Freddie Mac. Thereafter, Freddie Mac shall be the sole and absolute owner of any and all rights, title, interest in such Pledged eMortgages and related Pledged eNotes, free and clear of any and all claims, interests, security interests and/or liens.

2.6.4   Declined Purchase Offer

Seller agrees that if Freddie Mac declines to purchase the Pledged eMortgages, WHL will: (i)

accept a transfer of related Pledged eNotes back to WHL and WHL's eNote Vault from Freddie Mac and Freddie Mac's eNote Vault, using MERS® eDelivery; and (ii) accept the transfer of Control and Location of such related Pledged eNotes from Freddie Mac, using MERS® eRegistry.

2.6.5 Capitalized Terms

Capitalized terms used herein that are not otherwise defined herein, shall have the meanings ascribed to such terms in the Guide or the Seller's other Purchase Documents.

2.6.6 Amendments to the Guide

Guide Chapter 6305 is amended and supplemented as follows:

- Guide Section 6305.1, is supplemented and amended to add the following definitions "Pledged eMortgages" and "Pledged eNotes" and paragraph as the final terms in Section 6305.1:

  "Pledged eMortgages" means the same thing as "Pledged Mortgages", as defined in the Guide, except that the evidence of indebtedness for a Pledged eMortgage is an eNote (Transferable Record) governed by the UETA and/or E-SIGN.
  "Pledged eNotes" means the eNotes that are pledged to the Warehouse Lender together with the related "Pledged eMortgages", as defined above."

  "For eMortgages, whenever the terms "Pledged Mortgages" and "Notes" are used in Chapter 6305, substitute the terms "Pledged eMortgages" and related "Pledged eNotes". The following amended and supplemented Sections of Chapter 6305 contain the requirements for Pledged eMortgages and related Pledged eNotes."

- Guide Section 6305.2, is supplemented and amended by adding the following two paragraphs as the last paragraphs of the Section:

  "In addition, for Pledged eMortgage cash transactions, Warehouse Lender must transfer the related Pledged eNotes from WHL and WHL's eNote Vault to Freddie Mac and Freddie Mac's eNote Vault, using MERS® eDelivery. Seller must deliver any ancillary custodial documents to the Document Custodian or Designated Custodian identified in Seller's Freddie Mac Custodial Agreement, Form 1035. Concurrent with the Warehouse Lender's transfer of the related Pledged eNotes to Freddie Mac's eNote Vault, Warehouse Lender must transfer Control and Location of the related Pledged eNotes from Warehouse Lender to Freddie Mac, using MERS® eRegistry."

  "On the date and at the time that the related Pledged eNotes are received into Freddie Mac's eNote Vault and Freddie Mac is reflected as the Controller and Location Organization of the related Pledged eNotes, in the MERS® eRegistry, Freddie Mac will maintain and store the related Pledged eNotes for the benefit of Seller, until the date and at the time Freddie Mac either: (i) purchases the Pledged eMortgages by sending the Purchase Proceeds by wire transfer in accordance with wire transfer instructions in Form 996E, Warehouse Provider Release and Transfer, executed by Warehouse Lender and delivered to Freddie Mac; or (ii) declines to purchase the Pledged eMortgages, and transfers: (a) the related Pledged eNotes back to Warehouse Lender and Warehouse Lender's eNote Vault, using MERS® eDelivery; and (b) Controller Status and Location Organization Status, of the related Pledged eNotes,

back to Warehouse Lender, using MERS® eRegistry."

- Guide Section 6305.4 is amended and supplemented by adding the following two paragraph as the last paragraphs of the Section:

"In addition, for Pledged eMortgage Guarantor and Multilender Swap transactions, Warehouse Lender must transfer the related Pledged eNotes from Warehouse Lender's eNote Vault to Freddie Mac's eNote Vault. Seller must deliver any ancillary custodial documents to the Document Custodian or Designated Custodian identified in Seller's Freddie Mac Custodial Agreement, Form 1035). Concurrent with the Warehouse Lender's transfer of the related Pledged eNotes to Freddie Mac's eNote Vault, Warehouse Lender must transfer Control and Location of the related Pledged eNotes from Warehouse Lender to Freddie Mac, using MERS® eRegistry."

"On the date and at the time that the related Pledged eNotes are received into Freddie Mac's eNote Vault and Freddie Mac is reflected as the Controller and Location Organization of the related Pledged eNotes, in the MERS® eRegistry, Freddie Mac will maintain and store the related Pledged eNotes for the benefit of Seller. Freddie Mac shall cease maintaining and storing the related Pledged eNotes on the date and at the time Freddie Mac either: (i) purchases the Pledged eMortgages by sending the Purchase Proceeds by wire transfer in accordance with wire transfer instructions in Form 996E, Warehouse Provider Release and Transfer, executed by Warehouse Lender and delivered to Freddie Mac; or (ii) declines to purchase the Pledged eMortgages and transfers: (a) the related Pledged eNotes back to Warehouse Lender and Warehouse Lender's eNote Vault and (b) Control and Location of the related Pledged eNotes, back to Warehouse Lender, using MERS® eRegistry."

- Guide Section 6305.6 is amended and supplemented by adding the following paragraph as the last paragraph of the Section:

"In the event Freddie Mac declines to purchase some or all of the Pledged eMortgages and related Pledged eNotes delivered to Freddie Mac; Seller, Warehouse Lender and Freddie Mac agree that on the date and at the time Freddie Mac transfers: (i) the related Pledged eNotes back to Warehouse Lender and Warehouse Lender's eNote Vault, using MERS® eDelivery and (ii) Control and Location of the related Pledged eNotes back to Warehouse Lender, using MERS® eRegistry, on such date and at such time, Freddie Mac shall immediately cease maintaining and storing related Pledged eNotes for the benefit of Seller."

- Guide Section 6305.8 is amended and supplemented by adding the following two paragraphs as the last paragraphs of the Section:

"Seller represents and warrants to, and covenants with, Freddie Mac that: (i) any and all Pledged eMortgages and related Pledged eNotes delivered by Seller and Warehouse Lender to Freddie Mac for purchase were funded by Warehouse Lender under the Mortgage Warehousing Agreement; (ii) Warehouse Lender is the only entity (other than Seller) that has any rights, title, interest and/or security interest in or lien upon such Pledged eMortgages and related Pledged eNotes; and (iii) any and all rights, title, interest and/or security interest in or lien upon such Pledged eMortgages and related Pledged eNotes that Seller or WHL has or may have, shall be immediately transferred, conveyed, assigned and absolutely and unconditionally released and relinquished to Freddie Mac on the date and at the time Freddie Mac sends the Purchase Proceeds for the purchase of such Pledged eMortgages and related Pledged eNotes, in accordance with the wire instructions in the Warehouse Lender Release

and Transfer, Form 996E, executed by Warehouse Lender and delivered to Freddie Mac."

"Warehouse Lender represents and warrants to, and covenants with, Freddie Mac that: (i) any Pledged eMortgages intended for sale to Freddie Mac by Seller and any related Pledged eNotes delivered to Freddie Mac by Warehouse Lender were funded by Warehouse Lender under the Mortgage Warehousing Agreement; (ii) Warehouse Lender is receiving related Pledged eNotes from Seller or Freddie Mac or delivering related Pledged eNotes to Seller or Freddie Mac, as set forth herein; (iii) to the best of Warehouse Lender's knowledge and belief, Warehouse Lender is the only entity (other than Seller) that has any rights, title, interest and/or security interest in or lien upon, such Pledged eMortgages and related Pledged eNotes; and (iv) any and all rights, title, interest and/or security interest in or lien upon such Pledged eMortgages and related Pledged eNotes that Warehouse Lender has or may have shall be immediately transferred, conveyed, assigned and absolutely and unconditionally released and relinquished to Freddie Mac on the date and at the time Freddie Mac sends the Purchase Proceeds for such Pledged eMortgages and related Pledged eNotes, in accordance with the wire instructions in the Warehouse Lender Release and Transfer, Form 996E, executed and delivered to Freddie Mac by Warehouse Lender."

- Guide Section 6305.12 is amended and supplemented by adding the following paragraph as the last paragraph of the Section:

"Warehouse Lender acknowledges and agrees that: (i) Guide Section 6305.12, as amended from time to time, and as amended by this Agreement, is incorporated by reference into the Form 996E and applies to Warehouse Lender, (ii) Freddie Mac has no obligation to determine or verify the authenticity of any signature, or the authority of any signatory, on the Form 996E; and (iii) Warehouse Lender agrees to indemnify, defend and hold Freddie Mac 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 to which Freddie Mac may become subject or that arise out of or that occur in connection with, any challenge: (a) to the delivery and/or sale of the Pledged eMortgages and related Pledged eNotes to Freddie Mac by anyone; (b) to the effectiveness, enforceability, or validity of any Records and/or Electronic Records (including Form 996E) delivered or transmitted to Freddie Mac on the basis that the Records, Electronic Records or Warehouse Lender's employees' Electronic Signatures were not authorized, duly signed or approved by Warehouse Lender or (c) that is a repudiation of any signature affixed or attached to or logically associated with any Form 996E delivered, submitted or transmitted by Warehouse Lender to Freddie Mac."

2.6.7 Ancillary Custodial Documents

- At the time Seller instructs the Warehouse Lender to: (i) deliver to Freddie Mac certain Pledged eNotes related to certain Pledged eMortgages that are eligible for purchase by Freddie Mac under Seller's Purchase Documents; and (ii) transfer Controller Status and Location Organization Status of the related Pledged eNotes, registered in the MERS® eRegistry, to Freddie Mac, Seller must concurrently deliver paper ancillary custodial documents to its Document Custodian or Designated Custodian, as applicable, which shall store and maintain custody and possession of such paper documents under Seller's Custodial Agreement, Form 1035.

  - In the event Freddie Mac does not purchase certain Pledged eMortgages and related Pledged eNotes, Seller is responsible for arranging for the return of the ancillary

custodial documents from the Document Custodian or Designated Custodian, as applicable.

2.6.8 eNote Certification

After Seller's delivery of Pledged eMortgages and related Pledged eNotes to Freddie Mac, but before each Settlement Date/Funding Date for such Pledged eMortgages and related Pledged eNotes, all such related Pledged eNotes will be automatically certified by Freddie Mac. In the event automated certification is unavailable, Freddie Mac will have a third party manually certify such related Pledged eNotes.

2.6.9 Termination

The may be terminated by Seller, WHL or Freddie Mac by written notice delivered to the other Parties. Such notice may specify an effective date for such termination, but in no event shall the termination be effective less than thirty (30) days after such notice is sent; provided, however, the provisions of Section 2.6 (and all subsections herein) shall automatically terminate on: (i) the date Freddie Mac disqualifies or suspends Seller's eligibility to sell Mortgages or eMortgages to or service Mortgages or eMortgage for Freddie Mac, or (ii) the date of Seller's dissolution. Notwithstanding anything contained herein, the Seller's Purchase Documents or any other agreement to the contrary, (a) any and all representations, warranties, covenants, conveyances, assignments and transfers given by Seller to Freddie Mac in connection with Freddie Mac's purchase of eligible Pledged Mortgages and (b) any and all representations, warranties, covenants, conveyances, assignments, transfers, relinquishments and releases given by WHL to Freddie Mac in connection with Freddie Mac's purchase of eligible Pledged Mortgages, shall survive the termination hereof and shall remain in full force and effect, and be valid and enforceable.

2.7 Post Purchase Support

A Seller/Servicer that creates, stores or transfers an eNote purchased by Freddie Mac must cooperate with Freddie Mac in all activities necessary to enforce the Security Instrument and eNote. Promptly upon request by Freddie Mac, the Seller/Servicer must provide or, if applicable, cause their third-party Service Provider to provide to Freddie Mac an affidavit or certification regarding the creation and/or maintenance of the eNote, other Electronic Records in the Mortgage file and other Custodial Documents in connection with the eMortgage. The affidavit or certification must be in a form appropriate to ensure admissibility of the eNote, other Electronic Records in the Mortgage file and other Custodial Documents in a legal proceeding and must include, among other things:

- A description of how the executed eNote and other Electronic Records have been stored to prevent against unauthorized access and unauthorized alteration and a description of how the System can detect such unauthorized access or alteration;
- A description of the System controls in place to ensure compliance with E-SIGN and the UETA, including, without limitation, Section 201 of Title II of E-SIGN and Section 16 of UETA;
- A description of the steps followed by a Borrower to execute the eNote or other Electronic Record using the eClosing System;
- A copy of each screen, as it would have appeared to the Borrower, of the eNote or other Electronic Record that Freddie Mac is trying to enforce when the Borrower signed the eNote or other Electronic Record;
- A description of the System controls in place at the time of signing to ensure the integrity of the data

- Testimony by an authorized official or employee of the Seller/Servicer and/or System Provider to ensure admission of the eNote and other Electronic Records in a legal proceeding to enforce the loan.

Section 3:   Servicing eMortgages

3.1   Becoming an eMortgage Servicer

Seller/Servicers who wish to service eMortgages for Freddie Mac should contact their servicing representative or 800-FREDDIE to begin the process of determining their eligibility under Freddie Mac's requirements.

To service eMortgages, Seller/Servicer must meet Freddie Mac requirements outlined in this sub-sections below. If Seller/Servicer is approved by Freddie Mac to service eMortgages, Servicer's Purchase Documents will be amended to incorporate this eMortgage Guide and other applicable terms and conditions. The approval by Freddie Mac of an entity as a Servicer of eMortgages for Freddie Mac does not mean that such entity will also be approved as a Seller of eMortgages to Freddie Mac.

3.1.1   Becoming an eMortgage Servicing Agent

To become an eMortgage Servicing Agent to service Freddie Mac eMortgages, a prospective eMortgage Servicing Agent must: (i) be an approved Freddie Mac Servicer/Servicing Agent and (ii) be fully capable of fulfilling all of Freddie Mac's requirements in the Guide, this eMortgage Guide, and Seller/Servicer's other Purchase Documents.

A prospective eMortgage Servicing Agent may utilize its principal's (the eMortgage Seller/Servicer's) eNote Vault System (which has been approved by Freddie Mac) to perform the eMortgage Servicing duties and obligations. The prospective eMortgage Servicing Agent and the eMortgage Seller/Servicer must include any such arrangement in the written Servicing Agent (subservicing) Agreement, which must be provided to Freddie Mac for its review and approval, in its sole discretion.

Any eMortgage Servicing Agent Approval is limited to being an eMortgage Servicing Agent for only the identified eMortgage Seller/Servicer. A prospective eMortgage Servicing Agent that wishes to be an eMortgage Servicing Agent for more than one eMortgage Seller/Servicer must obtain Freddie Mac's separate and specific approval for each eMortgage Seller/Servicer.

3.2   eMortgage Servicer Eligibility Requirements

Seller/Servicer must:
- Be a Freddie Mac approved Seller/Servicer or Servicer under the Guide;
- Be a member in good standing of MERSCORP Holdings, Inc.;
- Be an approved user of the MERS System and eRegistry; and
- Have the appropriate technology to service eMortgages

If a Seller/Servicer's MERS membership is terminated or if the Servicer is unable to record such events in the MERS eRegistry, the servicing of Freddie Mac's eMortgages will be transferred to an approved eMortgage Servicer whose MERS membership is in good standing and who is able to record such events in the MERS eRegistry.

3.3   eMortgage Servicing Requirements

Servicers are required to service eMortgages in accordance with the Guide as amended and supplemented by this eMortgage Guide and Seller/Servicer's other Purchase Documents.

eMortgage Seller/Servicers must have a Mortgage File Documents Storage System to maintain Electronic copies of loan file documents (See Appendix E). In addition, eMortgage Seller/Servicers must have the following:

- Connectivity with the MERS eRegistry;
- Ability to maintain a copy of the Authoritative Copy of the eNote and its Tamper Evidence Seal for the life of loan;
- Ability to identify all eMortgages in its servicing portfolio;
- Ability to record all status changes and required actions that occur during the life of the eMortgage in the MERS eRegistry;
- Ability to accept an offer of "Change of Control" from Freddie Mac, in the event of a foreclosure or other servicing legal matter;
- Ability to create an offer of "Change of Control" to Freddie Mac, in the event of termination of a foreclosure or other servicing legal matter;
- Ability to confirm that the MERS eRegistry accurately reflects the "Controller" and "Location" at all times; and
- Ability to accept a transfer of the Authoritative Copy of the eNote from Freddie Mac's eNote Vault System using MERS eDelivery, in the event of an eMortgage repurchase by Seller/Servicer.

3.4   Servicing Performing Loans

3.4.1   eMortgage Modification Requirements – Performing Loans

In addition to complying with the requirements set forth in Section 8103.7(c) of the Guide regarding modification of a performing loan owned by Freddie Mac, when a performing eMortgage is modified, a paper modification agreement must be signed by the Borrower with pen and ink. The original signed modification agreement must be stored as a paper agreement. The Seller/Servicer must: (a) update the MERS eRegistry to provide notice of the modification agreement; (b) retain a copy of the modification agreement; and (c) deliver the original modification agreement to the Document Custodian, in accordance with the Guide and this eMortgage Guide.

Freddie Mac will consider, on a case-by-case basis, requests from Seller/Servicers to use electronic modification agreements. Seller/Servicers must obtain Freddie Mac's specific and express written consent to use electronic modification agreements.

3.4.2   Transfer of Mortgaged Premises – Assumption of eMortgages

In addition to complying with the requirements set forth in the Guide regarding the assumption of an assumable Mortgage, after the Seller/Servicer qualifies the new Borrower to assume an eMortgage, the Borrower must sign a paper assumption agreement with pen and ink. The original signed assumption agreement must be stored as a paper agreement. The Seller/Servicer must: (a) update the MERS eRegistry to provide notice of the assumption agreement (modification agreement); (b) retain a copy of the assumption agreement; and (c) deliver the original assumption agreement to the Document Custodian in accordance with the Guide and this eMortgage Guide.

Freddie Mac will consider, on a case-by-case basis, requests from Seller/Servicers to use electronic assumption agreements. Seller/Servicers must obtain Freddie Mac's specific and express written consent to use electronic assumption agreements.

3.4.3   eMortgage Payoffs

In States that require the return of a paper Note marked "paid-in-full" upon loan pay off, Seller/Servicer, will provide the Borrower with a Seller/Servicer certified paper copy of the eNote (**marked "Copy" and "paid-in-full"**). In such States, Seller/Servicer must also deliver a letter to the Borrower that explains that the Borrower is receiving a paper copy of the eNote which was originally registered in the MERS eRegistry and that Seller/Servicer has caused the eNote to be de-activated on the MERS eRegistry due to payment in full. In addition, Seller/Servicer will provide such Borrower with all other documents and information required by law.

3.4.4   Conversion of the eNote to a Paper Note

Neither Seller/Servicer nor any other party may convert an eNote owned by Freddie Mac into a paper-based Note without Freddie Mac's prior specific and express written consent. In the event Freddie Mac gives its specific and express written consent, the Seller/Servicer must comply with Freddie Mac's instructions in connection with such conversion.

3.4.5   Voluntary eMortgage Repurchase Request

In addition to complying with the repurchase requirements set forth in the Guide, when a Seller/Servicer makes a request to repurchase an eMortgage, Seller/Servicer must identify the loan as an eMortgage.

3.4.6   Damage or Loss of Mortgage File Documents

Seller/Servicers shall be solely responsible for all costs of restoring electronic Mortgage File Documents damaged or lost for any reason. Seller/Servicer must maintain back-up copies of all Mortgage File Documents in accordance with Appendix E. In the event that an electronic Mortgage File Document is not recoverable from a backup copy or otherwise, Seller/Servicer indemnifies Freddie Mac for any losses, damages, claims, penalties, fines and costs (including court costs and reasonable attorneys' fees) incurred by Freddie Mac caused by Seller/Servicer's inability to restore any electronic Mortgage File Documents.

3.5   Servicing Non Performing Loans

For non-performing eMortgages, Seller/Servicer must comply with the loss mitigation requirements set forth in the Guide for paper Mortgages, as amended and supplemented by this eMortgage Guide.

3.5.1   eMortgage Modification Requirements – Non-Performing Loans

In addition to complying with the requirements set forth in the Guide, when modifying a non-performing eMortgage, the Seller/Servicer must have the Borrower sign a paper modification agreement. The original signed modification agreement must be stored as a paper agreement. The Seller/Servicer must: (a) update the MERS eRegistry to provide notice of the modification agreement; (b) retain a copy of the modification agreement; and (c) deliver the original modification agreement to the Document Custodian in accordance with the Guide and this eMortgage Guide.

Freddie Mac will consider, on a case-by-case basis, requests from Seller/Servicers to use electronic modification agreements. Seller/Servicer must obtain Freddie Mac's specific and express written consent to use electronic modification agreements.

3.5.2 Foreclosure, Bankruptcy, or Other Legal Proceedings

The Seller/Servicer must contact Freddie Mac at Legal_eMortgage@freddiemac.com before pursuing legal action or foreclosure with respect to an eMortgage. Seller/Servicer, in connection with its management of loss mitigation activity performed by outside foreclosure or litigation counsel, must consult and cooperate with Freddie Mac to determine appropriate requirements for foreclosure and litigation in cases that involve an eMortgage. If the property is secured by an eMortgage, the Seller/Servicer must refer the foreclosure to a law firm the Seller/Servicer selected and engaged under the requirements in Guide Chapter 9501, *Selection, Retention and Management of Law Firms for Freddie Mac Default Legal Matters*.

3.5.2.1 Servicers With a Freddie Mac Approved eNote Vault System

In States in which Seller/Servicer must be the holder of an eNote prior to commencing legal action, such as a foreclosure or filing a Proof of Claim or other filing or action in a Borrower's bankruptcy proceedings ("Freddie Mac Default Legal Matters") or other litigation (collectively, "Legal Action") in connection with Servicing a Mortgage, Seller/Servicer may request a "Change of Control" and "Change of Location" from Freddie Mac. The request for "Change of Control" and "Change of Location" of the eNote in the MERS eRegistry must be sent to Freddie Mac at mers@freddiemac.com at least three (3) Business Days before "Change of Control" and "Change of Location" is needed. Seller/Servicer must describe the necessity for the "Change of Control" and "Change of Location" and the date by which Freddie Mac should send an offer of "Change of Control" and "Change of Location" to Seller/Servicer via the MERS eRegistry®. Once Seller/Servicer's request is confirmed to be in compliance with this subsection, Freddie Mac will send an offer of "Change of Control" and "Change of Location" of such eNote to Seller/Servicer via the MERS eRegistry.

From the moment Seller/Servicer accepts the offer of "Change of Control" and "Change of Location"; (i) Seller/Servicer hall be automatically and conclusively deemed to be Freddie Mac's "designated custodian", as defined or described in the UETA and E-SIGN, and will maintain Control Location of the eNote in its eNote Vault System, in trust, for the benefit of Freddie Mac; and (ii) Seller/Servicer shall be conclusively deemed to be the "holder" of such eNote as the term "holder" is defined in Article 1 of the Uniform Commercial Code, as enacted in the applicable State. Seller/Servicer will be responsible for confirming that Servicer is identified as the "Controller" and "Location" in the MERS eRegistry.

During the period of time Seller/Servicer, is the "Controller" and "Location" of the eNote in the MERS eRegistry, Freddie Mac will remain the beneficial owner of the eNote under Seller/Servicer's Purchase Documents.

When the Legal Action is concluded, Seller/Servicer shall promptly offer a "Change of Control" and "Change of Location" of the eNote back to Freddie Mac, except as provided in Chapter 8107 of the Guide. Upon Freddie Mac's acceptance of the "Change of Control" and "Change of Location", Freddie Mac shall be the "Controller" and "Location" of the eNote, and Servicer shall automatically and immediately cease maintaining the eNote in trust, for the benefit of Freddie Mac as Freddie Mac's "designated custodian".

Except as provided herein, Legal Actions related to eMortgages must be processed and administered in the same manner as Legal Actions related to paper Mortgages as set forth in the Guide.

3.5.2.2 Servicers Without a Freddie Mac Approved eNote Vault System

In States in which Seller/Servicer must be the holder of an eNote prior to commencing legal action, such as a foreclosure or filing a Proof of Claim or other filing or action in a Borrower's bankruptcy proceedings ("Freddie Mac Default Legal Matters") or other litigation (collectively, "Legal Action") in connection with Servicing a Mortgage, Seller/Servicer must request a "Change of Control" from Freddie Mac. The request for "Change of Control" of the eNote in the MERS eRegistry must be sent to Freddie Mac at mers@freddiemac.com at least three (3) Business Days before Change of Control is needed. Seller/Servicer must describe the necessity for the Change of Control and the date by which Freddie Mac should send an offer of Change of Control to Seller/Servicer via the MERS eRegistry®. Once Seller/Servicer's request is confirmed to be in compliance with this subsection, Freddie Mac will send an offer of Change of Control of such eNote to Seller/Servicer via the MERS eRegistry.

From the moment Seller/Servicer accepts the offer of Change of Control; (i) Freddie Mac shall automatically and conclusively deemed to be Seller/Servicer's "designated custodian", as defined or described in the UETA and E-SIGN, and will maintain the eNote in its eNote Vault System, in trust, for the benefit of Seller/Servicer; and (ii) Seller/Servicer shall be conclusively deemed to be the "holder" of such eNote as the term "holder" is defined in Article 1 of the Uniform Commercial Code, as enacted in the applicable State. Seller/Servicer will be responsible for confirming that Servicer is identified as the "Controller" in the MERS eRegistry.

During the period of time Seller/Servicer, is the "Controller" of the eNote in the MERS eRegistry, Freddie Mac will remain the "Location" in the MERS eRegistry and maintain the Authoritative Copy of the eNote as Seller/Servicer's "designated custodian". Freddie Mac shall at all times, however, be the owner or beneficial owner of the eNote, under Seller/Servicer's Purchase Documents.

When the Legal Action is concluded, Seller/Servicer shall promptly offer a "Change of Control" of the eNote back to Freddie Mac, except as provided in Chapter 8107 of the Guide. Upon Freddie Mac's acceptance of the Change of Control, Freddie Mac shall be the "Controller" and Freddie Mac, shall automatically and immediately cease maintaining the eNote in trust, for the benefit of the Seller/Servicer as its "designated custodian" and resume maintaining the eNote for itself.

Except as provided herein, Legal Actions related to eMortgages must be processed and administered in the same manner as Legal Actions related to paper Mortgages as set forth in the Guide.

3.5.3   Producing the eNote for Legal Proceedings

If the Seller/Servicer is required to produce a copy of the eNote for foreclosure, bankruptcy, or other legal proceedings, Seller/Servicer shall produce a Seller/Servicer certified paper copy of the eNote (marked "Copy") together with a required affidavit.

3.6   Transfer of Servicing of eMortgages

3.6.1   Transfer of Servicing and Custody

A Transfer of Servicing of eMortgages, whether voluntary or involuntary, must be to a Freddie Mac-approved Seller/Servicer which has also been specifically and expressly approved by Freddie Mac to service eMortgages (Refer to Section 3.2 above). Once the Transferee Servicer

is approved and the Transfer of Servicing is approved by Freddie Mac, the Transferor Servicer and Transferee Servicer must take any and all actions necessary to transfer the servicing of the eMortgages in accordance with Freddie Mac's requirements (refer to Chapter 7101 of the Guide). The Transferor Servicer, in addition to complying with the requirements in the Guide, must change the "Servicer" designation in the MERS System and the MERS eRegistry, to the Legal Name and MERS Organizational Identifier of the Transferee Servicer.

The Transferor Servicer must instruct the Document Custodian, storing and maintaining paper documents related to all eMortgages included in the Transfer of Servicing, to transfer such paper documents to the Document Custodian used by the Transferee Servicer. Transfers of Servicing of eMortgages must comply with the Guide, eMortgage Guide and Seller/Servicer's other Purchase Documents.

3.6.2   Transfer of Custodial Documents and Mortgage File Documents

Freddie Mac may at any time require the Seller/Servicer to deliver (or direct the Document Custodian to deliver) any of the following eMortgage documents to Freddie Mac or its designee:
- The copy of the Authoritative Copy of the eNote, any addenda, modifying instrument, power of attorney, original assignments and any other Custodial Documents; and
- Any Mortgage File Documents and other related documents in the custody of the Seller/Servicer, regardless of whether the documents are electronic or paper.

Seller/Servicers may entrust all or part of the Mortgage File Documents to the Document Custodian's custody. Seller/Servicers must be able to promptly identify the Mortgage File Documents stored by the Document Custodian. The Seller/Servicer agrees to immediately instruct the Document Custodian to deliver any such Mortgage File Documents to Freddie Mac (at the Seller/Servicer's expense) upon Freddie Mac's request.

In addition, the Seller/Servicer agrees to indemnify Freddie Mac and hold Freddie Mac harmless from and against any loss, damage, or expense (including court costs and reasonable attorney fees) that Freddie Mac may incur as a result of Seller/Servicer's use of the Document Custodian to store all or part of the Mortgage File Documents.

3.7   Mortgage File Document Management Requirements

3.7.1   Storage of Paper and Electronic Mortgage File Documents

Paper Mortgage File Documents must be stored in accordance with the requirements of the Guide, eMortgage Guide and Seller/Servicer's other Purchase Documents.

Electronic Records held by Seller/Servicers, Document Custodians, and any other parties on Freddie Mac's behalf must be stored in a storage system that complies with the Freddie Mac's Mortgage File Documents Storage System requirements (See Appendix E).

3.7.2   Cross Referencing Paper Mortgage File Documents to eMortgages

Paper documents that are part of the Mortgage File Documents must be cross-referenced to all Electronic Records stored in the Mortgage File Documents Storage System, such that, all the Records (both paper and electronic) are identified and cross-referenced to the applicable eMortgage.

3.73   Obtaining Access to Custodial Documents

Seller/Servicer must require the Document Custodian to promptly provide Freddie Mac with any Mortgage File Documents in the Document Custodian's possession. Seller/Servicer must complete and send to the Document Custodian a form entitled *Request for Physical or Constructive Possession of Documents* (Form 1036) to obtain any document (paper or electronic) from the Document Custodian.

3.7.4   Document Retention Period and Accessibility

All Mortgage File Documents must be stored either in their original Electronic format or paper form; provided, however, Seller/Servicer may convert certain original paper Mortgage File Documents to Electronic documents in accordance with Section 3302.2 of the Guide, for the life of the applicable eMortgage plus seven years. All Mortgage File Documents (Electronic or paper) must be capable of being retrieved and printed in a manner that accurately reflects the information originally contained in the document promptly upon Freddie Mac's request.

3.8   Special eMortgage Servicing Representations and Warranties

Seller/Servicer represents and warrants to (and covenants with) Freddie Mac that:
- All eMortgages will be serviced in accordance with the requirements in the Guide, eMortgage Guide and Seller/Servicer's other Purchase Documents.
- Seller/Servicer has (and shall maintain at all times) connectivity to the MERS System, eRegistry and eDelivery.
- Seller/Servicer is (and shall be at all times) in compliance with the provisions of the MERS Membership Agreements and MERS Rules of Membership.
- All eMortgages that are modified comply with: (a) the requirements in the Guide, eMortgage Guide and Seller/Servicer's other Purchase Documents; (b) E-SIGN and/or the UETA, as enacted by the applicable State, including, without limitation, Section 201 of Title II of E- SIGN and Section 16 of the applicable UETA; and (c) all other applicable laws, regulations and rules.
- All eMortgages (and modified eMortgages) are valid, enforceable and effective, and each eMortgage (and modified eMortgage) is (and continues to be) a first lien on the Mortgaged Premises.
- Seller/Servicer has not (and will not), through any act or omission on its part, cause any eMortgage it services for Freddie Mac to become invalid, ineffective or unenforceable or to lose its first-lien status.

Appendix A: eMortgage Guide Glossary

Alteration means a change to the terms or conditions of a Record or Electronic Record and/or a change in the variable information added to the Record or Electronic Record after it is signed or, if it is not required to be signed, after it has been delivered.

Authoritative Copy means the copy of the Transferable Record (eNote) that has been registered in the MERS$^®$ eRegistry and is stored with the Location specified in the MERS$^®$ eRegistry.

Borrower means a person defined as a consumer under the federal E-SIGN Act, to the extent E-SIGN applies to a transaction; for the purposes of this eMortgage Guide, "Borrower" also includes any and all persons obligated under the terms of any applicable eNote, as the context shall permit or require.

Copy of the Authoritative Copy means a copy of the Transferable Record (eNote) that has been registered in the MERS$^®$ eRegistry.

Control means that a Person has Control of an eNote if a system employed for evidencing the transfer of interests in the eNote reliably establishes that Person is the Person to whom the eNote was issued or transferred pursuant to Section 16 of UETA and Title II, Section 201 of E-SIGN.

Controller means the entity named in the MERS$^®$ eRegistry as the entity who has Control of the Authoritative Copy of the eNote.

Custodial Documents mean (i) the Note or Authoritative Copy of the eNote and any Note or eNote addenda; (ii) any modification, conversion, reset or assumption agreements; and (iii) any intervening assignments.

Delegatee means a member of the MERS$^®$ eRegistry authorized by the Controller to perform certain MERS$^®$ eRegistry transactions on the Controller's behalf.

Digital Signature means the result of encrypting a *hash value* with a private key. Digital signatures in the mortgage banking industry are also known as Tamper Seals, Tamper seal Signatures, and Tamper Evident Signatures.

Document Custodian means a federally regulated financial institution that offers storage and maintenance services for promissory Notes, eNotes and other types of legal documents for the benefit of other parties. See Freddie Mac Custodial Agreements (Forms 1035 or 1035e) for usage of the term.

eClosing System has the meaning set forth in Section 3.1 of this eMortgage Guide.

Electronic Mortgage or eMortgage means Mortgages that were originated using an eNote. An eMortgage may also have an electronic or paper Security Instrument and certain other paper or Electronic Records, which are part of the Mortgage File Documents.

Electronic Note or eNote means an Electronic Record that would be a promissory note if it was issued in paper, and that the Borrower has agreed to issue as a Transferable Record.

Electronic Note Vault or eNote Vault System means an electronic storage system that uses computer hardware and software to store and maintain eNotes (Transferable Records) and other Electronic Records.

Electronic Signature means an electronic 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.

E-SIGN means the federal Electronic Signatures in Global and National Commerce Act (15 U.S. Code, Chapter 96) signed into law in 2000.

Freddie Mac Single-Family Seller/Servicer Guide ("the Guide") means Freddie Mac's requirements for the sale and servicing of Mortgages secured by residential 1- to 4- unit properties. The Guide is one of the Purchase Documents, as that term is defined in the Guide, under which Seller/Servicers agree to sell Mortgages to or Service Mortgages for Freddie Mac (Refer to Sections 1101.1 and 1101.2 of the Guide for more information about the Guide)

FTPS stands for File Transfer Protocol Secure. This is an extension of FTP that adds support for the Transport Layer Security (TLS) and the Secure Sockets Layer (SSL) cryptographic protocols.

Hash Value means the result of a *hashing algorithm* and is a unique, fixed sized computed value that represents any arbitrary length string (such as a document). Hash values are also known as **message digests**, **hash values**, **hash codes**, **hash sums**, or simply **hashes**.

Hashing Algorithm means a mathematical function that maps any arbitrary length string (such as a document) to a unique computed fixed length value. Since this value is unique to the document, if the document were altered, the result from applying the hashing algorithm to the altered document would be different from applying the mathematical function to the original document. The difference in results from the hashing algorithm indicates tampering of the data integrity of the original document.

Holder means a Person described in Section 16(d) of UETA and in Title II, Section 201(d) of E-SIGN who has Control of a Transferable Record and who is named as the Controller in the MERS$^{®}$ eRegistry. (Also known as Note Holder.)

HTTPS stands for Hypertext Transfer Protocol Secure. This refers to a combination of the Hypertext Transfer Protocol with the SSL/TLS protocol to provide encryption and secure identification of the server.

Location means the organization (business entity) named on the MERS$^{®}$ eRegistry that stores and maintains the Authoritative Copy of the eNote either as Controller or as a designated Document Custodian on behalf of the Controller.

MERS$^{®}$ means Mortgage Electronic Registration Systems, Inc.

MERS$^{®}$ eDelivery means a MERS$^{®}$ system (operated by MERSCORP, Inc.) that is used by MERS$^{®}$ eRegistry Members to deliver documents and data ("eMortgage Packages") from one MERS$^{®}$ eRegistry Member to another using the same infrastructure, open system-to-system interface and standards of the [MERS$^{®}$ eRegistry](#).

MERS$^{®}$ eRegistry means the electronic registry (operated by MERSCORP Holdings, Inc.) that serves as the system of record to identify the current Controller and Location of the Authoritative Copy of an eNote, and the Delegatee, if any, who is authorized by the Controller to make certain updates in the MERS eRegistry on behalf of the Controller.

MERS® System means an electronic registry (operated by MERSCORP Holdings, Inc.) that tracks changes in loan servicing and beneficial ownership rights. Member companies update the registry via MERS® OnLine (the browser-based interface) or through batch file interfaces.

MIN means Mortgage Identification Number, which is the 18-digit number composed of a seven-digit organization ID, 10-digit sequence number, and check digit. The MIN is used to cross-reference eNotes registered on the MERS® System and MERS eRegistry. The MIN is also used to cross-reference eNotes to modifications and addenda.

MISMO® means Mortgage Industry Standards Maintenance Organization, which is the body created by the Mortgage Bankers Association of America (MBA) in October 1999 to develop, promote, and maintain voluntary electronic commerce standards for the mortgage industry.

Modification Agreement means an agreement that amends a Mortgage or eMortgage. If the Note is an eNote that is registered in the MERS® eRegistry, the Servicer, as Delegatee, must initiate a modification flag update in the MERS® eRegistry and register the Modification Agreement. (The eNote and the Modification Agreement are cross- referenced on the MERS® eRegistry).

MOM means MERS® as the Original Mortgagee. This language is written into security instruments to establish MERS® as the Original Mortgagee and nominee for the Lender, its successors, and assigns.

Mortgage File Documents means all Mortgage documents from the Mortgage closing (including paper or Electronic Records), other than the original Note or Authoritative Copy of the eNote, any Note or eNote addendums, any ARM conversion instrument, any balloon/reset instrument, any Modification Agreements, Assumption Agreements and any intervening assignments.

Mortgage File Documents Storage System means a Servicer's computer hardware and software system for storing, tracking and managing electronic Mortgage File Documents.

NCCUSL means the National Conference of Commissioners on Uniform State Laws.

Paid Off means a Note or eNote has been paid in full. If the debt instrument is an eNote registered in the MERS® eRegistry, the Servicer must initiate a change status request in the MERS® eRegistry reflecting a payoff of the eNote.

PIN means personal identification number.

Process means a series of actions or steps necessary to perform a particular task or meet a particular requirement. Except where applicable law or the context requires otherwise, a Process may be deployed through electronic means, or involve steps or actions that are non-electronic, or may involve a combination of both electronic and non-electronic means, steps or actions.

Record or Electronic Record means information that is inscribed on a tangible medium or that is stored in an electronic or other medium and is retrievable in perceivable form.

Registration Reversal means a transaction that reverses the registration of an eNote from the MERS® eRegistry, typically an erroneous registration.

Salted Hash means a random set of bytes (the salt), which are added to a data set before

calculating the Hash; also known an initialization vector.

SFTP means Secure File Transfer Protocol. Any network protocol that provides secure file transfers. An example of this is FTP over SSL.

SMART Document or SMART Doc means an electronic document created to conform to a specification standardized by MISMO. A SMART Document locks together data and presentation in such a way that it can be system-validated to guarantee the integrity of the document. There are different categories of SMART Docs as specified by MISMO.

System means a computer system, or any component of such computer system, used to create, register, sign, transfer, store, maintain, retrieve, and/or secure an eNote, Custodial Document or other Mortgage File Document.

System Provider means an entity providing a System, or any component of such System, used to create, register, sign, transfer, store, maintain, retrieve, and/or secure eNotes or other Mortgage File Documents.

Tamper Seal, Tamper seal Signatures and Tamper Evident Signatures mean a Digital Signature applied to an electronic record. The Tamper Seal can be verified to ensure that no changes have been made to the electronic record since the seal was put in place.

Transfer of Control means the transfer, within an eNote registry, by a transferor with "Control" of an eNote, to a transferee, for the purpose of transferring the: (i) right, title, and/or interest in an eNote and/or (ii) custody of an eNote. The purpose of a Transfer of Control must be provided in an agreement duly executed by the transferor and transferee. If the MERS® eRegistry is the designated Note Holder Registry, it means a change of "Control" and "Controller".

Transferable Record means an Electronic Record as described in Section 16 of UETA and in Title II, Section 201 of E-SIGN. A Transferable Record is referred to herein as an eNote.

UCC means the Uniform Commercial Code, which is a model commercial transactions statute promulgated by NCCUSL and which has been published and distributed by members of NCCUSL to the states, territories and possessions of the United States for enactment. UCC Article 3 governs negotiable instruments, including paper notes.

UETA means the Uniform Electronic Transactions Act of 1999, which is a model act promulgated by NCCUSL and which has been published and distributed by members of NCCUSL to the states, and territories and possessions of the United States for enactment. UETA and E-SIGN govern eNotes.

B.1   Electronic Notes. Freddie Mac requires that the Seller/Servicer/Servicer use a Uniform Note as follows:

B.2   Note Heading. An Electronic Note must contain the following heading:

<div align="center">

Note
(For Electronic Signature)

</div>

B.3   New Paragraph 11.

An electronic Note must contain a new paragraph 11 as follows:

"11. ISSUANCE OF TRANSFERABLE RECORD; IDENTIFICATION OF NOTE HOLDER; CONVERSION FROM ELECTRONIC NOTE TO PAPER-BASED NOTE

(A) I expressly state that I have signed this electronically created Note (the "Electronic Note") using an Electronic Signature. By doing this, I am indicating that I agree to the terms of this Electronic Note. I also agree that this Electronic Note may be Authenticated, Stored and Transmitted by Electronic Means (as defined in Section 11(F)), and will be valid for all legal purposes, as set forth in the Uniform Electronic Transactions Act, as enacted in the jurisdiction where the Property is located ("UETA"), the Electronic Signatures in Global and National Commerce Act ("E-SIGN"), or both, as applicable. In addition, I agree that this Electronic Note will be an effective, enforceable and valid Transferable Record (as defined in Section 11(F)) and may be created, authenticated, stored, transmitted and transferred in a manner consistent with and permitted by the Transferable Records sections of UETA or E-SIGN.

(B) Except as indicated in Sections 11 (D) and (E) below, the identity of the Note Holder and any person to whom this Electronic Note is later transferred will be recorded in a registry maintained by **[Insert Name of Operator of Registry here]** or in another registry to which the records are later transferred (the "Note Holder Registry"). The Authoritative Copy of this Electronic Note will be the copy identified by the Note Holder after loan closing but prior to registration in the Note Holder Registry. If this Electronic Note has been registered in the Note Holder Registry, then the authoritative copy will be the copy identified by the Note Holder of record in the Note Holder Registry or the Loan Servicer (as defined in the Security Instrument) acting at the direction of the Note Holder, as the authoritative copy. The current identity of the Note Holder and the location of the authoritative copy, as reflected in the Note Holder Registry, will be available from the Note Holder or Loan Servicer, as applicable. The only copy of this Electronic Note that is the authoritative copy is the copy that is within the control of the person identified as the Note Holder in the Note Holder Registry (or that person's designee). No other copy of this Electronic Note may be the authoritative copy.

(C) If Section 11 (B) fails to identify a Note Holder Registry, the Note Holder (which includes any person to whom this Electronic Note is later transferred) will be established by, and identified in accordance with, the systems and processes of the electronic storage system on which this Electronic Note is stored.

(D) I expressly agree that the Note Holder and any person to whom this Electronic Note is later transferred shall have the right to convert this Electronic Note at any time into a paper-based

Note (the "Paper-Based Note"). In the event this Electronic Note is converted into a Paper-Based Note, I further expressly agree that: (i) the Paper-Based Note will be an effective, enforceable and valid negotiable instrument governed by the applicable provisions of the Uniform Commercial Code in effect in the jurisdiction where the Property is located; (ii) my signing of this Electronic Note will be deemed issuance and delivery of the Paper-Based Note; (iii) I intend that the printing of the representation of my Electronic Signature upon the Paper-Based Note from the system in which the Electronic Note is stored will be my original signature on the Paper-Based Note and will serve to indicate my present intention to authenticate the Paper-Based Note; (iv) the Paper-Based Note will be a valid original writing for all legal purposes; and (v) upon conversion to a Paper-Based Note, my obligations in the Electronic Note shall automatically transfer to and be contained in the Paper-Based Note, and I intend to be bound by such obligations.

(E) Any conversion of this Electronic Note to a Paper-Based Note will be made using processes and methods that ensure that: (i) the information and signatures on the face of the Paper-Based Note are a complete and accurate reproduction of those reflected on the face of this Electronic Note (whether originally handwritten or manifested in other symbolic form); (ii) the Note Holder of this Electronic Note at the time of such conversion has maintained control and possession of the Paper-Based Note; (iii) this Electronic Note can no longer be transferred to a new Note Holder; and (iv) the Note Holder Registry (as defined above), or any system or process identified in Section 11 (C) above, shows that this Electronic Note has been converted to a Paper-Based Note, and delivered to the then-current Note Holder.

(F) The following terms and phrases are defined as follows: (i) "Authenticated, Stored and Transmitted by Electronic Means" means that this Electronic Note will be identified as the Note that I signed, saved, and sent using electrical, digital, wireless, or similar technology; (ii) "Electronic Record" means a record created, generated, sent, communicated, received, or stored by electronic means; (iii) "Electronic Signature" means an electronic symbol or process attached to or logically associated with a record and executed or adopted by a person with the intent to sign a record; (iv) "Record" means information that is inscribed on a tangible medium or that is stored in an electronic or other medium and is retrievable in perceivable form; and (v) "Transferable Record" means an electronic record that: (a) would be a note under Article 3 of the Uniform Commercial Code if the electronic record were in writing and (b) I, as the issuer, have agreed is a Transferable Record."

B.4   eNote Taglines.

Fixed-rate tagline: MULTISTATE FIXED RATE eNOTE—Single Family—Fannie Mae/Freddie Mac Uniform Instrument Form 3200e 5/05

ARM tagline: Contact Freddie Mac for specific ARM taglines.

Appendix C: Electronic Signature Requirements

Electronic Transaction Disclosures: Borrower Consent and Access to Electronic Records

Before a Borrower ("Consumer") uses an eClosing System, the Consumer, as part of the Consumer's consent Form, must be given a "clear and conspicuous" disclosure statement in accordance with the requirements in Title I, Section 101(c) (1) (A), (B) (C) and (D) of E-SIGN. Some of the key disclosures, requirements and issues include, but are not limited to:

- Obtaining Consumer's express consent
- Identifying what the consent applies to
- The right to withdraw consent and the consequences of doing so
- How to withdraw consent
- Consumer's right to get a paper copy of the Electronic Records
- A statement to the Consumer of the necessary hardware, software and system requirements
- A reasonable demonstration that the Consumer can access Electronic Records regarding consent and the information that is the subject matter of the consent
- Hardware, software and system changes that require: Notice of revised hardware and software requirements and right to withdraw consent without fees or consequences not previously disclosed

On the loan settlement (closing) date, Seller/Servicer must obtain the Borrower's express consent to use the eClosing System. The Borrower must electronically sign the Consent Form before signing the eNote or any other Electronic Record. The Borrower's consent must be obtained on the loan settlement (closing) date even if Seller/Servicer previously obtained the Borrower's consent to engage in an eMortgage transaction. The executed Consent Form must be securely stored either with the eNote or with other electronic Mortgage File Documents.

Who Must Expressly Consent

Express consent must be obtained electronically from each Borrower participating in the eMortgage transaction.

Establishing That the Borrower Used the eClosing System

The System and/or Processes used by the Seller/Servicer must establish, to Freddie Mac's satisfaction, that the Borrower electronically signed the Consent Form, eNote and any other related Electronic Records. For example, the Borrower may enter information into the System that is personal and attributable only to the Borrower such as, a confidential user ID, password and/or personal identification number ("PIN") before electronically signing an eNote or any other Electronic Record.

Identify the Electronic Records to Be Signed

The eClosing System must be designed so that the eNote and other Electronic Records to be signed by the Borrower are clearly identified for the Borrower and are individually presented to the Borrower for review and electronic signing. For each Electronic Record that is required to be signed, the Borrower must take an action that expresses the Borrower's intent to sign the Electronic Record being presented. A single Electronic Signature cannot be applied to multiple Electronic Records.

Establish the Borrower's Intent to Use an Electronic Signature

Seller/Servicer must assure that the Borrower is aware of the legal consequences of the use of an Electronic Signature. The eClosing System and/or Process used for electronically signing eNotes and other Electronic Records with Electronic Signatures must:

- Provide the Borrower with notice of the effect the Electronic Signature will have;
- Provide a mechanism or process for the Borrower to confirm that the Borrower intends to electronically sign the Electronic Record(s) presented;
- Provide the Borrower with notice that an Electronic Signature will be attached to, or logically associated with, an eNote and other Electronic Records, as applicable; and
- Capture the Borrower's acknowledgment that his or her Electronic Signature has been attached to, or logically associated with, the eNote or other Electronic Records, as applicable.

Attaching or Logically Associating an Electronic Signature to (or with) an Electronic Record

The System must be designed to permit Freddie Mac, its designees, and/or its successors or assignees (when reviewing an electronically signed eNote or other Electronic Record and its audit trail), to promptly determine:

- That the Borrower's Electronic Signature has been attached to, or is logically associated with, the eNote or other Electronic Record;
- The type of electronic symbol or Process used;
- The name of the Borrower (the name must be typed or otherwise expressed in a visible way on the Electronic Record); and
- The time and date stamp of the Electronic Signature.

Ineligible Types of Electronic Signatures

At this time, Freddie Mac will not purchase an eMortgage if any of the Electronic Signatures is an audio or video recording or is solely biometric data (such as fingerprint, voice, facial, or retinal recognition Systems).

Presence at Signing

In states that do not permit remote Electronic Notarization, each Borrower must be physically in the presence of the closing agent and/or a notary public coordinating the signing of the eNote and other Electronic Records; however, all Borrowers do not have to be in each other's presence at the time of signing. In states that permit remote Electronic Notarization, eMortgages in which the Borrower's Electronic Signature on an Electronic Security Instrument or other Electronic closing document is remotely and electronically notarized, 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. Interstate, remote, Electronic Notarization is not permitted at this time.

Appendix D: eNote Vault System Requirements

Interface With the MERS® eRegistry

The eNote Vault System must interface with **MERS®** eRegistry. The *MISMO eMortgage Vaulting Guide©*, as amended from time to time, provides both required and suggested eNote Vault System interface capabilities with the MERS eRegistry.

Support Original Version of Electronic Records

The eNote Vault System must support, at all times, the MISMO industry standard document version in which the eNote and other electronic documents were originally created. This includes, but is not limited to, the applicable MISMO SMART Document Specification version as well as the Logical Data Set specification version used to create the documents. This support must span the entire life of the eNotes and any other Electronic Records stored in the eNote Vault System plus seven years.

Securely Receive Electronic Records

The eNote Vault System must support multiple methods of delivery of eNotes, other electronic Mortgage documents, and data. At a minimum, the eNote Vault System must be able to:
- Securely receive eNotes and other Custodial Documents;
- Use X.509 digital certificates for device/server-based TLS/SSL session authentication. Mutual authentication is recommended but not required. To ensure data confidentiality and integrity in transit, the digital certificate must support TLS/SSL sessions that use a minimum of 1024 bit RSA public keys and 128 bit AES or 3DES;
- Acknowledge the success or failure of the eNote transfer to sending Systems, and have logging and reporting capabilities for eNote transfer events;
- Logically associate any riders, addenda, or other modifying instruments, whether electronic or paper, with the eMortgage using the MIN and/or Freddie Mac loan number; and
- Ensure time stamps on all operating systems so delivery and transmit time integrity is verifiable in an electronic forensic investigation.

Specifications for integration with Freddie Mac Systems will be provided separately and included in an amendment to Seller/Servicer's Purchase Documents.

User Authentication

The eNote Vault System must support one or more authentication methods, such as unique user ID/password, S/Key, two-factor authentication, password tokens, Kerberos, biometrics, smart card authentication, various vendor solution single sign-on products, and/or X.509 digital certificates. Freddie Mac recommends the use of individual or organizational digital certificates.

If the eNote Vault System uses an ID/password for user authentication, the party controlling access to the eNote Vault System must impose password complexity rules. The password should meet the following criteria:
- Eight characters, at least one uppercase character, at least one special character, and at least one number;
- Password aging and enforce password change every 90 days;
- The storage of user passwords as a Salted Hash;
- System lockout after three (3) unsuccessful login attempts;
- Lock a user account for a period of 30 minutes after 3 unsuccessful login attempts;

- The approval of accounts by authorized management prior to granting access;
- User enrollment and registration in accordance with a documented and trackable account provisioning process;
- Password history set to retain and restrict reuse of passwords (10 count max.);
- Passwords must not contain characters from the corresponding account name / ID;
- No dictionary word (forward or backward);
- Cancel a session after 20 Minutes of inactivity;
- Enable a mandatory reset of a password when a user logs on with a temporary password; and
- Use credential vaulting for privileged system and process account passwords.

The party must follow the best practices of U.S. federally regulated financial institutions to distribute user IDs and credentials to users. For example, if using e-mail, two separate e-mails should be used, one for the user ID and another for the password. The eNote Vault System should require users to reset passwords upon initial login.

Support Role-Based Access Controls

The eNote Vault System should:
- Support groups controls;
- Support separation of duties through assigned authorizations;
- Enable least privilege allowing only authorized access for users;
- Display an approved system use notification message or banner before granting access;
- Limit the number of concurrent sessions for each account;
- Provide tiered access and permission to have detailed and flexible access control over user permission levels;
- Detect and block unauthorized access requests, log such events, and alert operational staff of failed access attempts;
- Implement session management techniques to prevent unauthorized users from establishing or intercepting a valid session ID and accessing any resources within the application; and
- Terminate access either by an active logout from the application or by predetermined system timeout parameters.

Ensure System Integrity

The eNote Vault System must, at a minimum, provide the following protections:
- Safeguard against malware and other malicious or destructive software coding by detection and removal at network ingress and egress points; end point mobile devices; desktops; servers; and storage devices;
- Appropriate firewall and network perimeter security controls;
- Host-based intrusion detection/prevention;
- Configuration management controls to ensure baseline data versioning (e.g., use a release engineering System to ensure that the correct code libraries and modules are released, create and apply a version numbering scheme into software and track that number back to specific source files, use a documented change management Process, ensure that the correct patches are released for the version of the software to which the patches apply.
- Support cryptographic mechanisms to protect the integrity and confidentiality of information in transit and at rest;
- Security controls to check the validity of data input and output;
- Sensitive or potentially harmful information must not be captured in logs and administrative messages;
- Capability to protect on-line transactions to prevent incomplete; transmission, miss-routing, unauthorized message alteration, unauthorized disclosure, unauthorized message duplication

or replay; and

- Enable the fail in known-states in the event of a system failure. Failure in a known secure state helps prevent a loss of confidentiality, integrity, or availability during the system failure.

Verify Electronic Record Integrity

The eNote Vault System must have the capability to verify document integrity including, but not limited to, compliance with eNote Document Type Definition ("DTD") or schema and eNote Tamper Seal before accepting third-party submissions into the eNote Vault System.

The eNote Vault System must be able to verify Tamper Seals applied to eNotes by:

- Checking the Certificate Revocation List (CRL) for revoked digital certificates;
- Checking online certificate status protocol (OCSP); the use of OCSP is strongly recommended to validate certificates in real-time (live connection to OCSP service needed);
- If real-time validations of certificates using OCSP is not feasible, then CRL list must be updated frequently prior to tamper sealing eNotes;
- Verifying root certificates for certificates and Tamper Seals are issued by trusted third-party providers;
- Comparing the eNote Tamper Seal in the MERS eRegistry by comparing the hash value of the eNote in the incoming package with the hash value of the same eNote as registered in the MERS eRegistry; and
- Checking eNote Tamper Seals on demand or in batch mode.

The eNote Vault System must also be capable of:

- Rejecting eNotes and/or other electronic documents by notifying the submitting party of an invalid Tamper Seal;
- Recovering uncorrupted data from backup devices if the current data is determined to be invalid;
- Notifying Controller or Controller's System that the eNote's Tamper Seal has been determined to be invalid;
- Recording the Tamper Seal validation in an event log for audit purposes;
- Applying a Tamper Seal to a specific eMortgage file during eNote Vault System-to- eNote Vault System transfers; and
- Validating the entire certificate chain of eNote Vault System-to-eNote Vault System transfers.

The eNote Vault System must use a Certificate Authority ("CA") that: (a) issues organizational digital certificates to facilitate the use of electronic signatures when conducting high-risk transactions; (b) is compatible with the MERS eRegistry; (c) is commonly used by U.S. federally regulated financial institutions; and (d) is acceptable to Freddie Mac.

Transfers of eNotes and Other Electronic Records

The eNote Vault System must have the capability to transfer eNotes and any other electronic Mortgage File Documents in the eNote Vault System to another eNote Vault System. The party that controls the eNote Vault System must use MERS$^{\circledR}$ eDelivery as its means of making such transfers. The eNote Vault System must maintain the confidentiality, integrity, and enforceability of eNotes at rest and in transit. The eNote Vault System must track and provide feedback regarding transfer success or failure.

Physical Security Requirements

The eNote Vault System in which the eNotes and other Electronic Records reside must comply with the standards set forth in the most recent version of the *MISMO eMortgage Vaulting Guide*©. The eNote Vault System must employ the highest level of physical security for the eNote Vault System and address, among other things, access control, surveillance, fire suppression, water detection, and other disasters and hazards (e.g., earthquake, hurricane, tornado, tsunami, flood, mudslide, landslide, etc.). Minimum requirements for the eNote Vault System include:

- Control entry to the facility containing eClosing / eNote Vault systems using physical access devices (e.g., keys, locks, combinations, card readers) and/or guards;
- Discreet building signage;
- Building entrances and exits that are monitored for unauthorized access and activities;
- Two forms of authentication for entry of authorized staff to the data center, such as photo ID scan card and either a biometric device or a number keypad;
- Additional authorization verification for access to the eNote Vault System;
- Monitor physical access to the information system to detect and respond to physical security incidents using real-time physical intrusion alarms and surveillance equipment;
- Commercially reasonable physical security for all other electronic Mortgage File Documents;
- 24 hours, 7 days a week operation (allowing downtime for upgrades, maintenance, and repairs);
- Restrict visitor access to the facility. The visitors must be escorted and their activities must be monitored;
- Redundant primary Systems (power, connectivity) and sub-systems (HVAC, telecommunications) and appropriate backup capabilities (battery power, generator);
- Provide an uninterruptible power supply to facilitate an orderly shutdown of the system in the event of a primary power source loss;
- Employ automatic emergency lighting that activates in the event of a power outage or disruption;
- Employ fire suppression and detection devices/systems that activate automatically and notify the organization and emergency responders in the event of a fire;
- Protect the facility from damage resulting from water leakage by providing master shutoff valves that are accessible and working properly;
- Must abide by local building and construction codes; and
- Data centers and rooms that house information technology (IT) Systems must have mechanisms that automatically and immediately alert the System Provider or party maintaining such System that the temperature and relative humidity in such data centers or rooms is outside the temperature range (high or low) recognized by the U.S. federally regulated financial institutions industry as the appropriate temperature range for maintaining hardware, software and data safely and soundly.

Backup/Business Continuity

The eNote Vault System must store at least two backup copies at all times. The eNote Vault System must restore archived/backup materials within 24 hours of a request. In case of data corruption, archived data must be restored to the point of failure within 10 minutes.

- Ensure that business units, data centers and applications and technology stacks must be recoverable in the event of disaster;
- System shall perform regular backups of all Electronic Records and restore Electronic Records that are damaged, corrupted, or lost;
- System shall have at least one geographically remote disaster recovery site in addition to

the primary site and must be separated by minimum distance of at least 100 miles. The disaster recovery site must be in a different power grid and not be susceptible to the same potential disasters as the primary site; and

- The BCP / DR must be tested at least annually and the results of such tests must indicate whether the Recovery Time Objective (RTO) of less than 24 hours, and Recovery Point Objective (RPO) of less than 10 minutes can be met in the event of a disaster. Any discrepancy shall be noted in the assessment report.

Restricted eNote Access

The eNote Vault System must store, segregate and isolate eNotes, Electronic Records and loan data received from multiple parties and prevent any other party from accessing or viewing any other party's eNotes, Electronic Records and loan data. For example, the eNote Vault System may restrict access and viewing by segregating eNotes, Electronic Records and loan data by server, database, or by the use of file system permissions, authorizations, virtual machine or otherwise.

eNote Vault System Data Security

The eNote Vault System must prevent unauthorized viewing of the most sensitive data and documents through restricted access. Some recommended best practices for protecting the confidentiality of data include, but are not necessarily limited to:

- Establishing an encrypted channel (e.g., HTTPS, SFTP, FTPS) for the transmission of the most sensitive data;
- Encrypting the most sensitive data before transmission over an insecure channel.
- Use and support National Institute of Standards and Technology (NIST) and Federal Information Processing Standard (FIPS 140-2) specified encryption algorithms – for example, AES (Advanced Encryption Standard) and 3DES – as encryption algorithms;
- Encrypting the most sensitive data before storing it (e.g., encrypting a file or database);
- Generating a message digest for password value and storing it for subsequent comparison for validation; and
- Separating administrative responsibilities of encryption key management from those of System management.

Track and Log Significant Events

The eNote Vault System must track and log significant security events such as authentication, authorization, and administrative activities to allow all actions to be traced to users. In addition, the eNote Vault System must record:

- eNote receipt and processing events, including communications between eNote Vault Systems;
- all transaction-related communications sent to, and received from, the MERS eRegistry;
- Login attempts by user ID;
- Successful and unsuccessful login attempts;
- Account locking events;
- Source of origin and type of access and the object or resource accessed;
- Time stamps in all log file and event records;
- IP addresses in all firewall, router, switch, and intrusion detection event logs;
- Invalid input attempts;
- Overwriting of memory storage before reuse;
- System errors;
- All file transfers from one System to another;
- Privileged System and process activities;

- Administrative access and actions on Web, and Platforms;
- All password changes; and
- Stopping and starting of System services.

All databases must record the following:

- Successful logins;
- Login failures;
- Database create, view, modify, delete events;
- Schema object create, view modify, delete events;
- Database privileged access – DDL (Data Definition Language), DML (Data Manipulation Language) and DCL (Data Control Language);
- All password change events;
- Add member to a database role events;
- Add or drop user role events;
- Role change events;
- Backup and restore events;
- Database synchronization and replication events; and
- All database management events.

All eNotes, Electronic Records and loan data stored in the eNote Vault System must record the following properties:

Created By	The name of the person who originally entered the information to create the eNote or Electronic Record.
Creation Date	The time and date when the eNote or Electronic Record was created. Use the time zone of the place where the eNote or Electronic Record was signed.
Modified By	Indicates the last user who modified the eNote or Electronic Record.
Modified Date	Indicates the date when the eNote or Electronic Record was modified last.
Export time	When the eNote or Electronic Record was exported successfully.
Failed export	When the eNote or Electronic Record was not exported successfully.

The eNote Vault System must alert the Chief Technology Officer/Security Officer or their staff, as appropriate, ("System Administrator") in the event of a logging or processing failure (e.g., the file System fills up or is about to fill up).

The eNote Vault System must have thresholds set so that it will send an alert to the System Administrator if the log files threaten to fill up the file system (e.g., the file System reaches

90 percent of capacity).

The eNote Vault System should be configured so that the System Administrator or manager can only view log files and cannot modify them.

All System Administrator's logins should be recorded so that it is possible to trace which System Administrator performed specific actions.

All information tracked and logged must be contained in an eNote Vault System transaction record ("eNote Vault Transaction Record"). The eNote Vault Transaction Record must be maintained by the Seller/Servicer and transferred and retained (as applicable) by a subsequent Seller/Servicer. The eNote Vault Transaction Record, at all times, must be stored and maintained in a manner that preserves the integrity and reliability of the eNote Vault Transaction Record for the life of the applicable eMortgage plus seven years.

Appendix E: Mortgage File Documents Storage System Requirements

Mortgage File Documents Storage System Data Security

Seller/Servicers must follow data privacy protection standards set forth in Section 8101.8 of the Guide. The Mortgage File Documents Storage System must also have user authentication and role-based access control capability. Some best practices for protecting confidentiality of data include, but are not necessarily limited to:

- Establishing an encrypted channel (e.g., HTTPS, SFTP, FTPS) for the transmission of the most sensitive data;
- Encrypting the most sensitive data before transmission over an insecure channel.
- Use and support National Institute of Standards and Technology (NIST) and Federal Information Processing Standard (FIPS 140-2) specified encryption algorithms – for example, AES (Advanced Encryption Standard) and 3DES – as encryption algorithms;
- Encrypting the most sensitive data before storing it (e.g., encrypting a file or database);
- Generating a message digest for password value and storing it for subsequent comparison for validation; and
- Separating administrative responsibilities of encryption key management from those of System management.

The Mortgage File Documents Storage System must also be capable of detecting unauthorized access to, and alterations of, Electronic Records, and alert the Seller/Servicer if access attempts exceed established thresholds.

Seller/Servicers are required to maintain the Mortgage File Documents Storage System and conduct periodic information security reviews of their data stored and maintained in the Mortgage File Documents Storage System based on, but not limited to, state and federal laws and regulations, E-SIGN, UETA, and requirements in the Guide, this eMortgage Guide and Seller/Servicer's other Purchase Documents regarding Record and Electronic Record retention.

Freddie Mac reserves the right to require the Seller/Servicer to implement additional security measures regarding their Mortgage File Documents Storage System.

Maintenance of Mortgage File Documents

The Mortgage File Documents Storage System must track and log user identity, specified actions performed (view, modify, delete, etc.) on Electronic Records, and the time and date of the event. The Mortgage File Documents Storage System must:

- Track and log:
  - All transactions associated with the use of a user ID;
  - All successful and unsuccessful logins;
  - All password changes;
  - Create, view, modify, delete actions;
  - File transfers from one System to another;
  - Stopping and starting of System services; and
  - All connections made to the System from another System
- Maintain a secure transaction record ("Servicing Transaction Record") of Electronic Records accessed and keep such record as part of each Mortgage File Document for the life of the applicable eMortgage plus seven years;
- Perform regular backup of all Mortgage file documents and Electronic Records and restore

such Mortgage file documents and Electronic Records that are damaged, corrupted, or lost. All Electronic Records must be archived for the life of the applicable eMortgage plus seven years; and

- 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 (i.e., the backup site must be geographically remote from the primary site, and in a different power grid). Seller/Servicer's DR/BCP site must follow the guidance set forth in Section 2202.2(b) of the Guide. The DR/BCP must provide for recovery of functionality, availability, and data services back to the point of failure within 48 hours of a disaster.

Form 994E
Warehouse Lender and Freddie Mac Pledged eMortgage Agreement

The undersigned, _____, as the duly authorized employee of _____ _____, Warehouse Lender ("WHL"), as set forth in that certain Certificate of Incumbency (Form 990) delivered to Freddie Mac by WHL, hereby agrees that WHL shall be bound by: (i) Section 6305 of the Freddie Mac Single-Family Seller/Servicer Guide ("Guide"); (ii) Section 2.6 of the Freddie Mac eMortgage Guide ("eMortgage Guide"); (iii) Guide Section 1401; and (iv) Guide Form 996E. as all are amended from time to time, and which are located on Allregs®.com and/or FreddieMac®.com. The undersigned also agrees that the Guide and eMortgage Guide are hereby incorporated herein by this reference and made a part hereof.

WHL represents and warrants to (and covenants and agrees with) Freddie Mac that, WHL: (i) has online access to the Guide and eMortgage Guide, and in particular, Guide Section 6305, eMortgage Guide Section 2.6, Guide Chapter 1401, and Guide Form 996E, as all are amended from time to time; and (ii) has read and understands (and will continue to access, read and comply with) the requirements in Guide Section 6305, eMortgage Guide Section 2.6, Guide Chapter 1401 and Guide Form 996E.

WHL agrees and acknowledges that by duly executing this Form 994E and delivering it to Freddie Mac, WHL: (i) will be permitted, by Guide Section 6305, as amended and supplemented by eMortgage Guide Section 2.6, to enter into Warehouse Financing Agreements with any Freddie Mac-approved eMortgage Seller/Servicer, to facilitate the closing or purchase of eMortgages by any such Seller/Servicer and (ii) shall have consented and agreed to conduct and engage in Electronic Transactions with Freddie Mac and Freddie Mac-approved eMortgage Seller/Servicers, under Chapter 1401, in connection with the delivery of Pledged eMortgages to and the purchase of Pledged eMortgages by Freddie Mac.

WHL agrees that capitalized terms used herein and not otherwise defined herein shall have the meaning ascribed to such terms in the Guide and the eMortgage Guide. WHL also agrees that WHL shall substitute the: (i) term "Warehouse Lender" for the terms "Seller/Servicer" and "Seller" in Guide Chapter 1401, as applicable, and (ii) terms "Pledged eMortgage(s)" and "Pledged eNote(s)" for the terms "Pledged Mortgage(s)" and "Note(s)", respectively, in Guide Section 6305 and Form 996E.

If this Form 994E is delivered electronically to Freddie Mac by WHL as a PDF (portable document format) or other commonly used electronic formats, with a copy or representation of the WHL's duly authorized employee's handwritten signature attached thereto or logically associated therewith, such Electronic copy or representation of the duly authorized employee's handwritten signature shall conclusively be deemed to be WHL's duly authorized employee's adopted Electronic Signature, which shall bind WHL to the terms in the Form 994E, in the same manner WHL would be bound if WHL delivered an identical paper Form 994E to Freddie Mac with the duly authorized employee's original, handwritten signature affixed thereto.

WHL Name: _____

By: _____   **Title:** _____

Name: _____   **Date:** _____