

MPF Announcement:

2020-40

Date:

June 19, 2020

Alert:

Clarification

New Policy

Policy Update

Reminder

Training Information

Audience:

Compliance/Legal

Program Management

Origination

Quality Control

Servicing

Underwriting

Product:

MPF Direct

MPF Government MBS

MPF Traditional

MPF Xtra[®]**Effective Date:**

Immediately (*unless otherwise noted*)

Reference

[Fannie Mae Lender Letter LL-2020-02](#)

[Fannie Mae Lender Letter LL-2020-07](#)

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[MPF Guides](#) and [MPF](#)

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Impact of COVID-19 on MPF Xtra Servicing

On June 10, 2020 Fannie Mae issued updates to Lender Letter LL-2020-02 and Lender Letter LL-2020-07, respectively, which communicated updates to temporary policies previously announced, to enable servicers to better assist borrowers impacted by COVID-19. The policies in the Lender Letters are effective immediately and are effective until Fannie Mae provides further notice, unless otherwise stated.

Updates to [Fannie Mae Lender Letter LL-2020-02](#)- Impact of COVID-19 on Servicing

- Clarified that Servicers are authorized to not send a payment reminder notice to the Borrower during an active forbearance plan term.

Updates to [Fannie Mae Lender Letter LL-2020-07](#)- COVID-19 Payment Deferral

- Added a reference to the incentive fees for retention workout options introduced in Lender Letter LL-2020-09.
- Clarified when a COVID-19 impacted Borrower whose mortgage loan was modified pursuant to HAMP loses good standing.
- Clarified that the Servicer is authorized to continue solicitation for a Fannie Mae Flex Modification based on reduced eligibility criteria when a Borrower has defaulted on a COVID-19 payment deferral.
- Updated the COVID-19 payment deferral agreement in reference to the CARES Act.

PFIs and Servicers originating, delivering or servicing:

- MPF Traditional (Conventional) loans must follow the policies and guidance recently issued by the MPF Program.

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- MPF Government loans and MPF Government MBS loans, must follow policies and guidance issued by the applicable Government Agencies.
- MPF Direct loans, must follow policies and guidance issued by the product's investor, Redwood Trust.

To gain a full understanding of these topics, Servicers should review the entire Fannie Mae Lender Letter plus any applicable Fannie Mae Servicing Guide chapters, forms, or exhibits noted in the announcement.



Lender Letter (LL-2020-02)

Updated Jun. 10, 2020

May 14, 2020

Apr. 29, 2020

Apr. 8, 2020

Mar. 25, 2020

Mar. 18, 2020

To: All Fannie Mae Single-Family Servicers Impact of COVID-19 on Servicing

We are actively monitoring reports about the spread of COVID-19 (coronavirus) in the United States and understand that there may be concerns about its potential impact on borrowers. At the direction of the Federal Housing Finance Agency (FHFA) and in alignment with Freddie Mac, we are communicating temporary policies in this Lender Letter to enable servicers to better assist borrowers impacted by COVID-19. The policies in this Lender Letter are effective immediately and are effective until Fannie Mae provides further notice, unless otherwise stated.

We are releasing information to our servicers as quickly as possible and will update and republish this Lender Letter as new guidance becomes available.

Additions to Lender Letter on Jun. 10, 2020

- [Sending a payment reminder notice](#): Clarifying that the servicer is authorized to not send a payment reminder notice to the borrower during an active forbearance plan term.

Additions to Lender Letter on May 14, 2020

- [Reclassification of MBS mortgage loans](#): Updating our reclassification process for mortgage loans pooled under the Amended and Restated 2007 Single-Family Master Trust Agreement in response to the Coronavirus Aid, Relief, and Economic Security Act on Mar. 27, 2020 (“CARES Act”), when a borrower impacted by COVID-19 is provided a forbearance plan.

Additions to Lender Letter on Apr. 29, 2020

- [Principal & interest advances on delinquent mortgage loans](#): In response to a recent news release from FHFA, we are informing servicers of our intent to limit servicer obligations to advance scheduled monthly principal and interest payments for certain delinquent loans.

Additions to Lender Letter on Apr. 8, 2020

- [Complying with law](#): In response to the recent enactment of the CARES Act, we are updating certain servicing requirements and reminding servicers of their responsibility to comply with law.

Additions to Lender Letter on Mar. 25, 2020, updated Apr. 8, 2020, May 14, 2020

- [Attempting to establish QRPC](#): Reminding servicers of acceptable methods in attempting to achieve quality right party contact (QRPC). **UPDATED Apr. 8, 2020** in response to the CARES Act to clarify the servicers responsibilities related to achieving QRPC for a borrower impacted by COVID-19 for a forbearance plan.
- [Reporting a reason for delinquency code](#): Providing a specific “reason for delinquency” code for use in reporting a delinquent mortgage loan associated with a borrower impacted by COVID-19 to Fannie Mae.
- [Property inspections and preservation](#): Providing flexibility with regard to inspections and preservation in light of COVID-19 concerns. **UPDATED May 14, 2020** to clarify when the servicer must not complete property inspections and preservation activities for a property securing a mortgage loan where the borrower is experiencing a hardship related to COVID-19.
- [Submission of financial statements and reports](#): Extending the deadline for submission of financial statements and Form 582 to Apr. 30, 2020.



Lender Letter content published Mar. 18, 2020, updated Mar. 25, 2020, Apr. 8, 2020, May 14, 2020

- [Forbearance plan terms](#): Expanding eligibility for a forbearance plan for borrowers impacted by COVID-19. **UPDATED Apr. 8, 2020** in response to the CARES Act to clarify the servicer's responsibilities related to providing a forbearance plan to a borrower impacted by COVID-19.
- [Evaluating the borrower for a payment deferral or mortgage loan modification after a forbearance plan](#): Clarifying the mortgage loan modifications that must be considered near the conclusion of a forbearance plan term. **UPDATED Mar. 25, 2020** to require that a borrower be evaluated for payment deferral prior to these mortgage loan modifications. **UPDATED Apr. 8, 2020** to eliminate the requirement that the servicer determine the occupancy status of the property when achieving QRPC and evaluating a borrower impacted by COVID-19 for a workout option prior to expiration of the forbearance plan. **UPDATED May 14, 2020** to clarify the evaluation hierarchy with the introduction of COVID-19 payment deferral and to reflect the effective date of the National Emergency declaration related to COVID-19 in the eligibility criteria (rather than the declaration date of Mar. 13).
- [Credit bureau reporting](#): Clarifying that servicers must suspend credit reporting when the hardship is related to COVID-19. **UPDATED Apr. 8, 2020** to require that the servicer comply with the requirements of the Fair Credit Reporting Act ("FCRA"), as amended by the CARES Act for borrowers affected by the COVID-19 pandemic.
- [Suspension of foreclosure activities and certain bankruptcy requirements](#): Instructing servicers to not allow any foreclosure sales within the next 60 days. **UPDATED Apr. 8, 2020** to require that the servicer suspend foreclosure-related activities in accordance with the requirements of the CARES Act and suspend the requirement that servicers file motions for relief from the automatic stay in bankruptcy cases. **UPDATED May 14, 2020** to extend the suspension of foreclosure-related activities and the requirement that servicers file motions for relief from the automatic stay in bankruptcy cases.
- [Additional resources](#): Providing information about our [Disaster Response Network](#) as a reference for Fannie Mae borrowers and a listing of COVID-19 policy communications and resources.

Sending a payment reminder notice

Servicing Guide [D2-2-03, Sending a Payment Reminder Notice](#) requires the servicer to send a payment reminder notice to the borrower no later than the 17th day of delinquency if the payment has not been received.

In response to servicer inquiries, we are clarifying that the servicer is authorized to not send a payment reminder notice to the borrower during an active forbearance plan term. This applies to active forbearance plans without regard to whether the borrower's monthly payment is reduced or suspended during the forbearance plan term.

The following content was published May 14, 2020.

Reclassification of MBS mortgage loans

The Amended and Restated 2007 Single-Family Master Trust Agreement (the "2007 Trust Agreement") applies to MBS mortgage loans with pool issue dates on or after June 1, 2007 through December 1, 2008. As described in [F-1-26, Reclassifying or Voluntary Repurchasing an MBS Mortgage Loan](#) and in accordance with the 2007 Trust Agreement, we remove such mortgage loans from the MBS pool after the sixth consecutive month of continuing forbearance. Selection for reclassification is based on the servicer's monthly delinquency status reporting to Fannie Mae.

In response to the CARES Act, we are updating our reclassification process for mortgage loans in these MBS pools when a borrower impacted by COVID-19 is provided a forbearance plan. Such mortgage loans will not be removed from the MBS pool for the duration of the forbearance plan under the CARES Act, in accordance with the 2007 Trust Agreement, which permits mortgage loans to remain in trust longer than six consecutive months when the forbearance plan is required by applicable law.

These changes will be effective beginning with the June 2020 monthly delinquency status reporting cycle and will apply when the



servicer reports delinquency status code 09 (Forbearance) and reason for delinquency code 022 (Energy-Environment Costs), as reassigned pursuant to this Lender Letter for reporting a hardship associated with COVID-19.

The following content was published Apr. 29, 2020.

Principal & interest advances on delinquent mortgage loans

Servicing Guide [A2-1-01, General Servicer Duties and Responsibilities](#) requires the servicer of a scheduled/scheduled or scheduled/actual remittance type mortgage loan to remit funds to us when scheduled to be remitted even when these funds are not actually collected. The servicer is required to remit the scheduled funds until the mortgage loan becomes current, is removed from our active accounting records, or is purchased from the MBS trust, as applicable.

In response to the national emergency, FHFA published a News Release on Apr. 21, 2020, *FHFA Addresses Servicer Liquidity Concerns, Announces Four Month Advance Obligation Limit for Loans in Forbearance*, aligning policies between Fannie Mae and Freddie Mac to limit servicer obligations to advance scheduled monthly payments to four months for scheduled/scheduled remittance type mortgage loans. We are currently evaluating operational changes to discontinue servicer advances of scheduled remittances of principal and interest payments for delinquent scheduled/scheduled remittance mortgage loans (delinquency advances) after the four consecutive missed monthly payments for mortgage loans serviced under the special servicing option. These changes will become effective for Aug. 2020 remittance activity (based on Jul. 2020 reporting activity). Additional guidance will be provided in the coming weeks.

The following content was published Apr. 8, 2020.

Complying with law

In response to the CARES Act, Fannie Mae is updating requirements relating to forbearance plans, achieving QRPC with a borrower in regard to a forbearance plan, credit bureau reporting, and suspension of foreclosure activities and certain bankruptcy requirements. Servicers are reminded that in accordance with *Servicing Guide [A2-1-08, Compliance with Requirements and Laws](#)*, they must comply with applicable law even where a provision of the *Servicing Guide* may conflict with applicable law.

The following content was published Mar. 25, 2020.

Attempting to establish QRPC UPDATED Apr. 8, 2020

As described in *Servicing Guide [D2-2-01, Achieving Quality Right Party Contact with a Borrower](#)*, QRPC is a uniform standard for communicating with the borrower, co-borrower, or a trusted advisor (collectively referred to as “borrower”) about resolution of the mortgage loan delinquency. We reaffirm the applicability of QRPC when working with a borrower impacted by COVID-19 to ensure the servicer understands the borrower’s circumstances and determines the best possible workout option for resolving the borrower’s delinquency. In the event that the servicer is unable to achieve full QRPC and offers a forbearance plan to a borrower impacted by COVID-19 in compliance with the CARES Act, the servicer is considered to be in compliance with our *Servicing Guide*.

In response to servicer inquiries and in accordance with *Servicing Guide [A4-2.1-04, Establishing Contact with the Borrower](#)*, among other requirements, the servicer is authorized to use various outreach methods to contact the borrower as permitted by applicable law, including, but not limited to:

- mail,
- email,
- texting, and
- voice response unit technology.



Reporting a reason for delinquency code

The servicer must report delinquency status information to Fannie Mae through Fannie Mae’s servicing solutions system in accordance with *Servicing Guide* [D2-4-01, Reporting a Delinquent Mortgage Loan to Fannie Mae](#). For all mortgage loans that are greater than 30 days delinquent, the servicer must advise us of the action it plans to take or has taken until the mortgage loan becomes current (or liquidated) by reporting, among other information, the reason for delinquency.

In an effort to enable us to identify mortgage loans where the borrower has experienced a hardship associated with COVID-19 while not resulting in a systems impact for us or you, the servicer must report reason for delinquency code 022, Energy-Environment Costs, when reporting the delinquency status of such mortgage loans to us. For mortgage loans where the servicer would have reported reason for delinquency code 022, Energy-Environment Costs, the servicer must now use reason for delinquency code 007, Excessive Obligations.

Property inspections and preservation **UPDATED May 14, 2020**

As a result of the impact of COVID-19, we are temporarily providing flexibility with respect to the completion of property inspections and preservation, including:

- inspections for properties securing a delinquent mortgage loan as described in *Servicing Guide* [D2-2-10, Requirements for Performing Property Inspections](#);
- inspections related to hazard loss repairs as described in *Servicing Guide* [B-5-01, Insured Loss Events](#); and
- property preservation activities as described in *Servicing Guide* [E-3.2-12, Performing Property Preservation During Foreclosure Proceedings](#).

The following table describes when the servicer must not conduct property inspections and property preservation activities for a property securing a mortgage loan where the borrower is experiencing a hardship related to COVID-19, depending on the status of the mortgage loan at the time of the effective date of the National Emergency declaration related to COVID-19.

If on March 1, 2020, the mortgage loan was...	Then the servicer must...
current or less than 30 days delinquent and the borrower becomes delinquent	not complete property inspections during the forbearance plan or an active post-forbearance plan workout option.
delinquent and the property was not vacant or abandoned	
delinquent and the property was reported as vacant or abandoned	follow the property inspection requirements in <i>Inspecting a Property Securing a Delinquent Mortgage Loan</i> in <i>Servicing Guide</i> D2-2-10, Requirements for Performing Property Inspections and property preservation requirements in <i>Servicing Guide</i> E-3.2-12, Performing Property Preservation During Foreclosure Proceedings .

NOTE: For mortgage loans that are delinquent and not on a forbearance plan, servicers must continue to follow the inspection requirements in *Inspecting a Property Securing a Delinquent Mortgage Loan* in *Servicing Guide* [D2-2-10, Requirements for Performing Property Inspections](#).

If the mortgage loan is not brought current upon expiration of the forbearance plan, or if the borrower is not approved for a post-forbearance workout option as determined based on QRPC, the servicer must follow the property inspection requirements in *Inspecting a Property Securing a Delinquent Mortgage Loan* in *Servicing Guide* [D2-2-10, Requirements for Performing Property Inspections](#).

If the servicer is unable to complete a property inspection or property preservation activity in accordance with the *Servicing Guide*, it must document their efforts and the reason for any exception in the mortgage loan file.

NOTE: The servicer’s inability to complete property inspections due to COVID-19 related impacts must not impact the servicer’s disbursement of insurance loss proceeds.



As a reminder, *Servicing Guide* [D2-2-10, Requirements for Performing Property Inspections](#) authorizes a curbside (drive-by) inspection if there is potential danger to the inspector. Additionally, the *Property Preservation Matrix and Reference Guide* authorizes servicers to utilize alternative data or other means available to determine occupancy status when inspection results are unknown due to lack of access.

For additional questions, contact

- Property_Preservation@fanniemae.com regarding property inspections for delinquent mortgage loans
- Hazard_Loss@fanniemae.com regarding hazard loss inspections

Submission of financial statements and reports

Per *Selling Guide* [A4-2-01](#), sellers/servicers must submit financial statements and the *Lender Record Information* ([Form 582](#)) within 90 days after the end of their fiscal year. While we encourage submission of this information in a timely manner and by the Mar. 31, 2020 deadline (for those with a Dec. 31 fiscal-year end), we are extending the due date to Apr. 30, 2020.

The following content was published Mar. 18, 2020.

Forbearance plan terms UPDATED Apr. 8, 2020

With the Mar. 18, 2020 Lender Letter, we communicated that servicers must achieve QRPC with the borrower prior to offering a forbearance plan, that the property securing the mortgage loan may be either a principal residence, a second home, or an investment property, and that the servicer must otherwise follow the requirements in *Servicing Guide* [D2-3.2-01, Forbearance Plan](#). In response to the CARES Act, the servicer must approve forbearance plans for borrowers impacted by COVID-19 in accordance with the CARES Act.

The CARES Act states that a forbearance plan must be provided to any borrower who requests a forbearance with an attestation of the financial hardship caused by the COVID-19 emergency; and no additional documentation other than the borrower's attestation to a financial hardship caused by the COVID-19 emergency is required. Such a borrower must be provided an initial forbearance plan for a period up to 180 days, and that forbearance period may be extended for up to an additional 180 days at the request of the borrower. In accordance with the *Servicing Guide* [D2-3.2-01, Forbearance Plan](#), the servicer may provide an initial forbearance period, and any extended forbearance period, in separate, shorter increments. If the borrower's COVID-19 related hardship has not been resolved during an incremental forbearance period, the servicer must extend the borrower's forbearance period, not to exceed 12 months total. For a borrower impacted by COVID-19, we are temporarily eliminating the requirement that the servicer must receive our prior written approval for a forbearance plan that would result in the mortgage loan becoming greater than 12 months delinquent.

As a reminder, servicers must inform the borrower that the payments which are the subject of a forbearance plan have only been delayed or reduced, not forgiven, and that once the forbearance plan is complete, one of the following must occur:

- the mortgage loan must be brought current through a reinstatement,
- the borrower is approved for another workout option,
- the mortgage loan is paid in full, or
- the servicer refers the mortgage loan to foreclosure in accordance with applicable law.

The servicer must also inform the borrower that he or she may shorten a forbearance plan term at any time to reduce the amount of payments which are being delayed or reduced.

As stated in the *Servicing Guide* [D2-3.2-01, Forbearance Plan](#), the forbearance plan terms must be provided to the borrower using the appropriate Evaluation Notice, which must be revised in accordance with applicable law. In addition, the servicer must document in the individual mortgage loan file the borrower's request for forbearance and attestation as to a financial hardship caused by the COVID-19 emergency, and the terms of the initial and any extended forbearance, including the duration of the



forbearance period.

Evaluating the borrower for a payment deferral or mortgage loan modification after a forbearance plan **UPDATED May 14, 2020**

For borrowers who have received a forbearance plan in response to COVID-19, the servicer must begin attempts to contact the borrower no later than 30 days prior to the expiration of the forbearance plan term, and must continue outreach attempts until either QRPC is achieved or the forbearance plan term has expired. When evaluating the borrower for a workout option prior to expiration of the forbearance plan, we are providing flexibility with regard to achieving QRPC. We are eliminating the requirement that the servicer determine the occupancy status of the property and will consider the servicer obtaining the following as achieving QRPC for purposes of evaluating a borrower who has experienced a hardship resulting from COVID-19:

- determining the reason for the delinquency and whether it is temporary or permanent in nature;
- determining whether or not the borrower has the ability to repay the mortgage loan debt;
- educating the borrower on the availability of workout options, as appropriate; and
- obtaining a commitment from the borrower to resolve the delinquency.

With [LL-2017-09R](#) we introduced the Fannie Mae Extend Modification for Disaster Relief (Extend Mod), a temporary post-disaster forbearance mortgage loan modification, as well as the order of evaluation for Extend Mod and other post-forbearance mortgage loan modifications when the property securing the mortgage loan or the borrower’s place of employment is located in a FEMA-Declared Disaster Area eligible for Individual Assistance. While COVID-19 is not a disaster as defined in the *Servicing Guide*, with this Lender Letter, we are extending the availability of these post-disaster forbearance mortgage loan modifications to borrowers impacted by COVID-19. The servicer must analyze each case carefully in accordance with the requirements in the following table before determining which mortgage loan modification is most appropriate for the borrower.

If the servicer is...	And...	Then the servicer must evaluate the borrower for...
able to establish QRPC with the borrower during the forbearance plan	determines that the borrower is capable of maintaining the current contractual monthly PITI payment, including any escrow amounts disbursed by the servicer during the forbearance plan term and escrow shortage needed to pay future escrow that is required to be repaid by the borrower over the 60-month escrow repayment period	an Extend Mod; and if eligible, offer the borrower the Extend Mod. The servicer must disclose how the escrow analysis was determined, and that disbursed escrow amounts will not be capitalized but will be added to the escrow shortage needed to pay future escrow amounts resulting in an increase of the borrower’s current contractual monthly PITI payment over the 60-month escrow repayment period.
	determines that the borrower can maintain the current contractual monthly PITI payment, but cannot manage the additional escrow repayment obligation to cover amounts disbursed by the servicer during the forbearance plan term	a Fannie Mae Cap and Extend Modification for Disaster Relief; and if eligible, offer the borrower a Fannie Mae Cap and Extend Modification for Disaster Relief (see D2-3.2-05, Fannie Mae Cap and Extend Modification for Disaster Relief).
	determines that the borrower is not capable of maintaining the current contractual monthly PITI payment	a Fannie Mae Flex Modification based on the <i>Unique Requirements for a Borrower Impacted by a Disaster Event</i> (see D2-3.2-06, Fannie Mae Flex Modification); and if eligible, offer a Fannie Mae Flex Modification.



If the servicer is...	And...	Then the servicer must evaluate the borrower for...
not able to establish QRPC during the forbearance plan	the mortgage loan is 90 or more days delinquent	a Fannie Mae Flex Modification based on the <i>Unique Requirements for a Borrower Impacted by a Disaster Event</i> (see D2-3.2-06, Fannie Mae Flex Modification); and if eligible, solicit the borrower for a Fannie Mae Flex Modification.

For these mortgage loan modifications, the following changes to the eligibility criteria apply:

Current Requirement	Requirement for Borrowers Impacted by COVID-19
The property securing the mortgage loan or the borrower's place of employment must be located in a FEMA-Declared Disaster Area eligible for Individual Assistance.	The borrower must have experienced a hardship resulting from COVID-19 (for example, unemployment, reduction in regular work hours, or illness of a borrower/co-borrower or dependent family member), which has impacted their ability to make their monthly mortgage loan payment. NOTE: <i>The servicer is not required to obtain documentation of the borrower's hardship.</i>
The mortgage loan must have been current or less than 31 days delinquent when the disaster occurred	The mortgage loan must have been current or less than 31 days delinquent as of Mar. 1, 2020, the effective date of the National Emergency declaration related to COVID-19.

NOTE: *The servicer must make appropriate changes to the Flex Modification Solicitation Cover Letter and Evaluation Notices, including the applicable Frequently Asked Questions, when using for a borrower impacted by COVID-19.*

In Lender Letter [LL-2020-07, COVID-19 Payment Deferral](#) we introduced COVID-19 payment deferral, a new home retention workout option jointly developed with Freddie Mac at the direction of FHFA, to assist borrowers who have resolved their COVID-19 related hardship. Once the servicer implements COVID-19 payment deferral, it must evaluate borrowers impacted by COVID-19 for a COVID-19 payment deferral in accordance with the eligibility requirements and evaluation hierarchy described in Lender Letter [LL-2020-07, COVID-19 Payment Deferral](#). This supersedes our guidance on Mar. 25, 2020 which instructed that once the servicer implemented payment deferral, to evaluate borrowers impacted by COVID-19 for a payment deferral in accordance with the eligibility requirements and workout option hierarchy described in Lender Letter [LL-2020-05, Payment Deferral](#) prior to evaluating the borrower for a post-forbearance mortgage loan modification as described above.

Credit bureau reporting **UPDATED Apr. 8, 2020**

In response to the CARES Act, we are acknowledging that the servicer must report the status of the mortgage loan to the credit bureaus in accordance with the FCRA, including as amended by the CARES Act, for borrowers affected by the COVID-19 emergency. This supersedes our guidance on Mar. 18, 2020, which instructed servicers to suspend reporting the status of a mortgage loan to credit bureaus during an active forbearance plan, or a repayment plan or Trial Period Plan where the borrower is making the required payments as agreed, even though payments are past due, as long as the delinquency is related to a hardship resulting from COVID-19.

Suspension of foreclosure activities and certain bankruptcy requirements **UPDATED May 14, 2020**

On Mar. 18, 2020, we instructed servicers that they must suspend all foreclosure sales for the next 60 days, unless the property securing the mortgage loan had been determined to be vacant or abandoned.

In response to the CARES Act, on Apr. 8, 2020, we acknowledged that the servicer was required to suspend foreclosure-related



activities in accordance with the requirements of the CARES Act , which provides: “Except with respect to a vacant or abandoned property, a servicer of a Federally backed mortgage loan may not initiate any judicial or non-judicial foreclosure process, move for a foreclosure judgment or order of sale, or execute a foreclosure-related eviction or foreclosure sale for not less than the 60-day period beginning on Mar. 18, 2020.”

We are extending the suspension of foreclosure-related activities through June 30, 2020. During the period of the extension, servicers may not, except with respect to a vacant or abandoned property, initiate any judicial or non-judicial foreclosure process, move for a foreclosure judgment or order of sale, or execute a foreclosure sale. This suspension does not apply to mortgage loans secured by properties that have been determined to be vacant or abandoned.

We generally require servicers to file motions for relief from the automatic stay in bankruptcy cases upon certain milestones. In light of the CARES Act and other impacts resulting from the COVID 19 National Emergency, on Apr. 8, 2020, we temporarily relieved servicers of the obligation to meet these timelines. We are continuing this temporary suspension. Servicers must continue to work with their bankruptcy counsel to determine the appropriate time to file such motions.

Use of Fannie Mae’s Disaster Response Network

Our Disaster Response Network (DRN) is operational and can be used to assist borrowers who are financially impacted by COVID-19. The DRN has trained financial counselors who will work with borrowers to create a workable budget based upon the borrower’s present financial situation and assist in explaining options including obtaining unemployment benefits and any new special assistance. We encourage servicers to refer Fannie Mae borrowers to our Disaster Response Network at 1-877-542-9723.

Additional resources

As a reminder, we have published other Lender Letters and helpful information regarding policies related to COVID-19.

- [LL-2020-03, Impact of COVID-19 on Originations](#)
- [LL-2020-04, Impact of COVID-19 on Appraisals](#)
- [COVID-19 Frequently Asked Questions](#) (Selling)
- [Ask Poli Selling](#)
- [LL-2020-06, Selling Loans in Forbearance Due to COVID-19](#)
- [LL-2020-07, COVID-19 Payment Deferral](#)
- [COVID-19 Frequently Asked Questions](#) (Servicing)
- [Ask Poli Servicing](#)

We will continue to monitor the situation and alert you of any additional policy updates. Servicers who have questions about this Lender Letter should contact their Fannie Mae Account Team, Portfolio Manager, or Fannie Mae’s Single-Family Servicer Support Center at 1-800-2FANNIE (1-800-232-6643). Have Guide questions? Get answers to all your policy questions, straight from the source. [Ask Poli](#).



Lender Letter (LL-2020-07)

Updated Jun. 10, 2020

May 27, 2020

May 13, 2020

To: All Fannie Mae Single-Family Servicers COVID-19 Payment Deferral

With Lender Letter [LL-2020-05, Payment Deferral](#), we announced payment deferral, a new retention workout option jointly developed with Freddie Mac at the direction of the Federal Housing Finance Agency (FHFA). That workout option was created to assist borrowers who became delinquent due to a short-term hardship that has since been resolved.

In response to the COVID-19 pandemic and servicer feedback, we are introducing COVID-19 payment deferral, a new workout option specifically designed to help borrowers impacted by a hardship related to COVID-19 return their mortgage to a current status after up to 12 months of missed payments. Designed to be simple and efficient for both servicers and borrowers, this solution is for borrowers who have completed a COVID-19 related forbearance plan, or who have a confirmed but resolved COVID-19 financial hardship. COVID-19 payment deferral was jointly developed with Freddie Mac at the direction of FHFA. COVID-19 payment deferral offers servicers:

- A solution that is simple to explain to borrowers, as the amount of their delinquency moves into a non-interest bearing balance, due and payable at maturity of the mortgage loan or earlier payoff; and all other terms of the mortgage remain unchanged.
- No trial period, resulting in fewer borrower touchpoints than required for modifications.
- An efficient automated process through Servicing Management Default Underwriter™ for evaluation and decisioning case submissions.

While COVID-19 payment deferral is similar to the recently announced payment deferral, we have made several enhancements to assist borrowers who have a COVID-19 related hardship. Key differences include:

- The borrower has experienced a financial hardship resulting from COVID-19 that impacted their ability to make their monthly mortgage loan payment, which has been resolved.
- The mortgage loan must have been current or less than 31 days delinquent as of Mar. 1, 2020, the effective date of the National Emergency declaration related to COVID-19.
- The mortgage loan must be 31 or more days delinquent but less than or equal to 360 days delinquent as of the date of evaluation.
- Certain eligibility criteria are not applicable, such as time from mortgage loan origination and rolling delinquency parameters.
- The servicer must defer the delinquent principal and interest payments (P&I) together with any allowable servicing advances paid to third parties as a result of the delinquency into the non-interest bearing balance.

Updates to Lender Letter on Jun. 10, 2020

- Communicating the incentive fee and providing reference to the updates to the workout option incentive fee structure introduced in Lender Letter [LL-2020-09, Incentive Fees for Retention Workout Options](#)
- Clarifying when a COVID-19 impacted borrower whose mortgage loan was modified pursuant to HAMP loses good standing



- Clarification on continued solicitation for a Fannie Mae Flex Modification based on reduced eligibility criteria when a borrower has defaulted on a COVID-19 payment deferral
- A revised COVID-19 payment deferral agreement updated in reference to the CARES Act

Additions and updates to Lender Letter on May 27, 2020

- Operational requirements related to reporting and completing a COVID-19 payment deferral
- The process for obtaining reimbursement for expenses related to a COVID-19 payment deferral

Lender Letter content published May 13, 2020, updated May 27, 2020, Jun. 10, 2020

- [Determining eligibility for a COVID-19 payment deferral](#) **UPDATED Jun. 10, 2020**
- [Determining eligibility for a COVID-19 payment deferral for a Texas Section 50\(a\)\(6\) loan](#)
- [Determining the COVID-19 payment deferral terms](#)
- [Completing a COVID-19 payment deferral](#)
- [Soliciting the borrower for a post-forbearance COVID-19 payment deferral](#)
- [Soliciting the borrower for a Fannie Mae Flex Modification](#)
- [Processing a COVID-19 payment deferral for an MBS mortgage loan](#)
- [Reporting a delinquency status code for a COVID-19 payment deferral](#) **NEW May 27, 2020**
- [Reporting a COVID-19 payment deferral to Fannie Mae](#)
- [Processing a COVID-19 payment deferral for a mortgage loan with mortgage insurance](#) **NEW May 27, 2020**
- [Handling fees and late charges in connection with a COVID-19 payment deferral](#)
- [Incentive fees](#) **UPDATED Jun. 10, 2020**
- [Servicing fees for a COVID-19 payment deferral](#)
- [Paying expenses and requesting reimbursement related to a COVID-19 payment deferral](#) **NEW May 27, 2020**
- [Default after completing a COVID-19 payment deferral](#) **UPDATED Jun. 10, 2020**
- [Evaluation hierarchy for a borrower impacted by COVID-19](#)
- [Update to Fannie Mae Flex Modification eligibility criteria](#)
- [Updates to the *Investor Reporting Manual*](#) **NEW May 27, 2020**

Effective: Beginning Jul. 1, 2020, servicers must evaluate borrowers for COVID-19 payment deferral in accordance with this Lender Letter for borrowers whose hardships related to COVID-19 have been resolved and who are able to continue making their full monthly contractual payment, but cannot afford full reinstatement or a repayment plan to bring their mortgage loan current.

Determining eligibility for a COVID-19 payment deferral **UPDATED Jun. 10, 2020**

The servicer must not require a complete Borrower Response Package (BRP) to evaluate the borrower for a COVID-19 payment deferral if the eligibility criteria are satisfied.

In order to be eligible for a COVID-19 payment deferral, the criteria in the following table must be met.



✓	Eligibility Criteria for a COVID-19 Payment Deferral
	<p>The borrower must</p> <ul style="list-style-type: none">▪ be on a COVID-19 related forbearance plan, or▪ have experienced a financial hardship resulting from COVID-19 (for example, unemployment, reduction in regular work hours, or illness of a borrower/co-borrower or dependent family member) that has impacted their ability to make their full monthly contractual payment. <p>NOTE: <i>The servicer is not required to obtain documentation of the borrower's hardship.</i></p>
	<p>The servicer must achieve Quality Right Party Contact (QRPC) to</p> <ul style="list-style-type: none">▪ determine the reason for the delinquency and whether it is temporary or permanent in nature;▪ determine whether or not the borrower has the ability to repay the mortgage debt;▪ educate the borrower on the availability of workout options, as appropriate; and▪ obtain a commitment from the borrower to resolve the delinquency. <p>Additionally, the servicer must confirm that the borrower</p> <ul style="list-style-type: none">▪ has resolved the hardship,▪ is able to continue making the full monthly contractual payment, and▪ is unable to reinstate the mortgage loan or afford a repayment plan to cure the delinquency. <p>NOTE: <i>If the mortgage loan was previously modified pursuant to a Fannie Mae Home Affordable Modification Program (HAMP) modification under which the borrower remains in "good standing," then the mortgage loan will not lose good standing and the borrower will not lose any "pay for performance" incentives in the following circumstances:</i></p> <ul style="list-style-type: none">▪ <i>the borrower was on a COVID-19 related forbearance plan immediately preceding the COVID-19 payment deferral, or</i>▪ <i>the borrower has a COVID-19 related hardship and the mortgage loan is less than 90 days delinquent.</i>
	<p>The mortgage loan must be a conventional first lien mortgage loan, and may be a fixed-rate, a step-rate, or an ARM.</p> <p>NOTE: <i>The property securing the mortgage loan may be vacant or condemned.</i></p>
	<p>The mortgage loan must</p> <ul style="list-style-type: none">▪ have been current or less than 31 days delinquent as of Mar. 1, 2020, the effective date of the National Emergency declaration related to COVID-19; and▪ be 31 or more days (i.e., one month) delinquent but less than or equal to 360 days (i.e., 12 months) delinquent as of the date of evaluation. <p>NOTE: <i>If a borrower's hardship is related to COVID-19 but he or she was 31 or more days delinquent as of the effective date of the National Emergency declaration, and the servicer determines the borrower can maintain his or her full monthly contractual payment, then the servicer must submit a request for a</i></p>



✓	Eligibility Criteria for a COVID-19 Payment Deferral
	<i>COVID-19 payment deferral through Fannie Mae’s servicing solutions system for review and obtain prior approval from Fannie Mae.</i>
	The mortgage loan must not have previously received a COVID-19 payment deferral. NOTE: <i>The mortgage loan may have previously received a non-COVID-19 payment deferral.</i>
	The mortgage loan must not be subject to <ul style="list-style-type: none"> ▪ a recourse or indemnification arrangement under which Fannie Mae purchased or securitized the mortgage loan or that was imposed by Fannie Mae after the mortgage loan was purchased or securitized, ▪ an approved liquidation workout option, ▪ an active and performing repayment plan or other non-COVID-19 related forbearance plan, ▪ a current offer for another retention workout option, or ▪ an active and performing mortgage loan modification Trial Period Plan.

Determining eligibility for a COVID-19 payment deferral for a Texas Section 50(a)(6) loan

A Texas Section 50(a)(6) loan is eligible for a COVID-19 payment deferral if

- the requirements described in [Determining eligibility for a COVID-19 payment deferral](#) are satisfied, and
- the application of a COVID-19 payment deferral to the mortgage loan complies with applicable law.

If the servicer receives notice from the borrower that a COVID-19 payment deferral fails to comply with Texas Section 50(a)(6) requirements, the servicer must immediately, but no later than seven business days after receipt, take the actions listed in the following table.

✓	The servicer must...
	Inform our Legal department by submitting a <i>Non-Routine Litigation Form</i> (Form 20) and include the borrower notice in its submission.
	Collaborate with us on the appropriate response, including any cure that may be necessary, within the 60-day time frame provided by the requirements of Texas Section 50(a)(6).

Determining the COVID-19 payment deferral terms

The servicer must defer the following amounts as a non-interest bearing balance, due and payable at maturity of the mortgage loan, or earlier upon the sale or transfer of the property, refinance of the mortgage loan, or payoff of the interest-bearing UPB:

- up to 12 months of past-due principal and interest (P&I) payments;
- out-of-pocket escrow advances paid to third parties; and
- servicing advances paid to third parties in the ordinary course of business and not retained by the servicer, if allowed by state law.

All other terms of the mortgage loan must remain unchanged.



Any existing non-interest bearing balance amount on the mortgage loan remains due and payable at maturity of the mortgage loan, or earlier upon the sale or transfer of the property, refinance of the mortgage loan, or payoff of the interest-bearing UPB.

NOTE: *If the servicer chooses to perform an escrow analysis, any escrow account shortage that is identified at the time of the COVID-19 payment deferral must not be included in the non-interest bearing balance, and the servicer is not required to fund any existing escrow account shortage. In addition, the servicer is not required to revoke any escrow deposit account waiver.*

Completing a COVID-19 payment deferral

The servicer must complete (i.e., submit the case via Fannie Mae’s servicing solutions system) a COVID-19 payment deferral in the same month in which it determines the borrower is eligible.

The servicer is authorized to use an additional month to allow for sufficient processing time (a “processing month”) to complete a COVID-19 payment deferral. The servicer must treat all borrowers equally in applying the processing month, as evidenced by a written policy.

NOTE: *If the mortgage loan is 12 months delinquent as of the date of evaluation, the borrower must make his or her full monthly contractual payment during the processing month. In this circumstance, the servicer must complete the COVID-19 payment deferral within the processing month after receipt of the borrower’s full monthly contractual payment due during that month.*

The servicer must send the COVID-19 [payment deferral agreement](#), or equivalent, to the borrower no later than five days after the completion of the COVID-19 payment deferral.

While use of the COVID-19 payment deferral agreement is optional, it reflects the minimum level of information that the servicer must communicate and illustrates a level of specificity that complies with the requirements of the *Servicing Guide*. Also, the servicer must ensure the COVID-19 payment deferral agreement complies with applicable law.

NOTE: *If the servicer determines the borrower’s signature is required on the COVID-19 payment deferral agreement, it must receive the executed agreement prior to completing the COVID-19 payment deferral.*

The servicer’s application of a COVID-19 payment deferral to the mortgage loan must not impair our first lien position or enforceability against the borrower(s) in accordance with its terms.

The servicer must record the COVID-19 payment deferral agreement if the servicer determines that recordation is required to comply with law and ensure that the mortgage loan retains its first lien position. The servicer must obtain a title endorsement or similar title insurance product issued by a title insurance company if the COVID-19 payment deferral agreement will be recorded.

The servicer must also provide documents to the document custodian in accordance with the following table.

If the COVID-19 payment deferral agreement is...	Then the servicer must send...
not required to be signed by the borrower	a copy of the COVID-19 payment deferral agreement signed by the servicer to the document custodian within 25 days of the effective date of the COVID-19 payment deferral.



required to be signed by the borrower but not recorded	the fully executed original COVID-19 payment deferral agreement to the document custodian within 25 days of the effective date of the COVID-19 payment deferral.
required to be recorded	<ul style="list-style-type: none"> ▪ a certified copy of the fully executed COVID-19 payment deferral agreement to the document custodian within 25 days of the effective date of the COVID-19 payment deferral, and ▪ the original COVID-19 payment deferral agreement that is returned from the recorder’s office to the document custodian within 5 business days of receipt.

Soliciting the borrower for a post-forbearance COVID-19 payment deferral

If the servicer is unable to establish QRPC as described in [Determining eligibility for a COVID-19 payment deferral](#) with a borrower on a COVID-19 related forbearance plan and the borrower is otherwise eligible for a COVID-19 payment deferral, the servicer must send an offer for a COVID-19 payment deferral within 15 days after expiration of the forbearance plan.

The servicer must solicit the borrower using the [Payment Deferral Post COVID-19 Forbearance Solicitation Cover Letter](#) with the COVID-19 payment deferral agreement or the equivalent, making any appropriate changes to comply with applicable law.

While use of the [Payment Deferral Post COVID-19 Forbearance Solicitation Cover Letter](#) and COVID-19 payment deferral agreement is optional, it reflects the minimum level of information that the servicer must communicate and illustrates a level of specificity that complies with the requirements of the *Servicing Guide*.

The [Payment Deferral Post COVID-19 Forbearance Solicitation Cover Letter](#) must include language that additional forbearance may be available if the borrower's hardship is not resolved, and that a mortgage loan modification may be available if the borrower needs payment relief.

The servicer must include instruction on how to accept the offer in the COVID-19 payment deferral agreement. The servicer is authorized to consider the following as acceptance by the borrower, subject to applicable law:

- the borrower contacting the servicer directly in accordance with any acceptable outreach and communication method,
- the borrower returning an executed COVID-19 payment deferral agreement, or
- any other method evidencing the borrower's acceptance as determined by the servicer.

Soliciting the borrower for a Fannie Mae Flex Modification

If the servicer is unable to establish QRPC as described in [Determining eligibility for a COVID-19 payment deferral](#) with a borrower on a COVID-19 related forbearance plan and the borrower is ineligible for a COVID-19 payment deferral, then the servicer must evaluate the borrower for a Fannie Mae Flex Modification in accordance with the reduced eligibility criteria in the table in [Evaluation hierarchy for a borrower impacted by COVID-19](#) and, if eligible, the servicer must send an offer for a Fannie Mae Flex Modification within 15 days after expiration of the forbearance plan.

In addition, if a borrower is eligible for a COVID-19 payment deferral but does not respond to the COVID-19 payment deferral offer as described in [Soliciting the borrower for a post-forbearance COVID-19 payment deferral](#) by the acceptance date provided in the COVID-19 payment deferral agreement, then the servicer must evaluate the borrower for a Fannie Mae Flex Modification in accordance with the reduced eligibility criteria in the table in [Evaluation hierarchy for a borrower impacted by COVID-19](#) and, if eligible, solicit the borrower for a Fannie Mae Flex Modification within 15 days after the expiration of the COVID-19 payment deferral offer.



NOTE: *In either case, the servicer is authorized to continue proactive solicitation for a Fannie Mae Flex Modification at its discretion.*

The servicer must not solicit a borrower for a Fannie Mae Flex Modification if the property has a scheduled foreclosure sale date within

- 60 days of the evaluation date if the property is in a judicial state, or
- 30 days of the evaluation date if the property is in a non-judicial state.

The servicer must send the borrower the applicable [Flex Modification Solicitation Cover Letter](#) with the Flex Modification Trial Period Plan Solicitation Offer — Not Based on an Evaluation of a BRP [Evaluation Notice](#), or the equivalent, and make appropriate changes to these documents, including the applicable Frequently Asked Questions and as needed to comply with applicable law.

Processing a COVID-19 payment deferral for an MBS mortgage loan

MBS mortgage loans subject to a COVID-19 payment deferral will not be subject to automatic reclassification as described in [A1-3-06, Automatic Reclassification of MBS Mortgage Loans](#). In addition, the servicer must not make a manual reclassification request for mortgage loans subject to a COVID-19 payment deferral.

Reporting a delinquency status code for a COVID-19 payment deferral NEW May 27, 2020

The servicer must report delinquency status information to Fannie Mae through Fannie Mae's servicing solutions system in accordance with [D2-4-01, Reporting a Delinquent Mortgage Loan to Fannie Mae](#).

In circumstances where the servicer chooses to use a processing month to complete a COVID-19 payment deferral, then for the processing month it must report the same delinquency status code used when reporting the previous month's delinquency status information (i.e., delinquency status code 09 – Forbearance or 42 – Delinquent, No Action).

As a reminder, in accordance with [LL-2020-02, Impact of COVID-19 on Servicing](#), the servicer must report reason for delinquency code 022, Energy- Environment Costs, when reporting the delinquency status of such mortgage loans to Fannie Mae.

Reporting a COVID-19 payment deferral to Fannie Mae

The servicer must submit an eligible COVID-19 payment deferral case to Fannie Mae's servicing solutions system by entering loan-level information, including the applicable campaign ID to identify a COVID-19 payment deferral. The case must be entered by the last day of the month in which the evaluation took place.

If the servicer chooses to use a processing month, the servicer must enter the COVID-19 payment deferral case by the last day of the processing month. If a full monthly contractual payment is required in the processing month because the mortgage loan is 12 months delinquent as of the date of the evaluation, then the servicer must remit and report via a Loan Activity Record (LAR) to Fannie Mae the borrower's full monthly contractual payment due in the processing month prior to completing the COVID-19 payment deferral in Fannie Mae's servicing solutions system.

NOTE: *If the servicer does not remit and report via a LAR the full monthly contractual payment at least one business day prior to the last day of the month, the servicer will not be able to complete the COVID-19 payment deferral case. If the UPB or LPI reported in Fannie Mae's servicing solutions system prior to application of a COVID-19 payment deferral does not agree with the last reported UPB or LPI in Fannie Mae's investor reporting system, the COVID-19 payment deferral will not be processed in Fannie Mae's investor reporting system until the discrepancy is resolved.*

See [Updates to the Investor Reporting Manual](#) within this Lender Letter for additional information.



Processing a COVID-19 payment deferral for a mortgage loan with mortgage insurance

NEW May 27, 2020

We have obtained delegation of authority on behalf of all servicers from the following mortgage insurers for the COVID-19 payment deferral: Arch MI, Essent Guaranty, Genworth, MassHousing, MGIC, National Mortgage Insurance, Radian Guaranty, RMIC, and United Guaranty.

If we have not obtained delegation of authority from the mortgage insurer for any particular workout option, the servicer must obtain this delegation or seek individual mortgage insurer approval.

Credit bureau reporting for a COVID-19 payment deferral

The servicer must report the status of the mortgage loan to the credit bureaus in accordance with the Fair Credit Reporting Act, including as amended by the Coronavirus Aid, Relief, and Economic Security Act, for borrowers affected by the COVID-19 emergency.

Handling fees and late charges in connection with a COVID-19 payment deferral

The servicer must not charge the borrower administrative fees. It must waive all late charges, penalties, stop payment fees, or similar charges upon completing a COVID-19 payment deferral.

Incentive fees UPDATED Jun. 10, 2020

The servicer is eligible for a \$500 incentive fee upon completion of a COVID-19 payment deferral. See Lender Letter [LL-2020-09, Incentive Fees for Retention Workout Options](#) for the new temporary structure for incentive fees for completed repayment plans, payment deferrals/COVID-19 payment deferrals, and Fannie Mae Flex Modifications.

Servicing fees for a COVID-19 payment deferral

The servicer will continue to receive the servicing fee it was receiving prior to completing the COVID-19 payment deferral after the COVID-19 payment deferral becomes effective.

Paying expenses and requesting reimbursement related to a COVID-19 payment deferral

NEW May 27, 2020

The servicer must pay any necessary and actual out-of-pocket expenses in accordance with the *Servicing Guide* associated with the execution of a COVID-19 payment deferral, including, but not limited to:

- required notary fees,
- recording costs,
- title costs, or
- any other allowable and documented expense.

NOTE: *The above expenses must not be included in the non-interest bearing balance created by the COVID-19 payment deferral.*

We will reimburse the servicer for allowable out-of-pocket expenses in accordance with [F-1-05, Expense Reimbursement](#).



With regard to expenses that are advanced to third-parties in accordance with our *Servicing Guide* and included in the non-interest bearing balance, the servicer will not automatically be reimbursed for expenses related to a COVID-19 payment deferral upon completion of the COVID-19 payment deferral, but instead must request reimbursement from Fannie Mae. The servicer must submit its *request for expense reimbursement* for expenses advanced and included in the non-interest bearing balance within 60 days of the completion of the COVID-19 payment deferral. See [E-5-01, Requesting Reimbursement for Expenses](#) for additional information.

Default after completing a COVID-19 payment deferral **UPDATED Jun. 10, 2020**

If the borrower becomes 60 days delinquent within 6 months of the COVID-19 related payment deferral’s effective date, then the servicer must evaluate the borrower for a Fannie Mae Flex Modification in accordance with the reduced eligibility criteria in the table below and if eligible, offer the Flex Modification to the borrower no later than the 75th day of delinquency. The servicer is not required to

- achieve QRPC,
- receive a complete BRP from the borrower, or
- have previously solicited the borrower for a workout option.

NOTE: *The servicer is authorized to continue proactive solicitation for Fannie Mae Flex Modification based on reduced eligibility criteria at its discretion. The servicer must not solicit a borrower for a Fannie Mae Flex Modification based on reduced eligibility criteria if the property has a scheduled foreclosure sale date within 60 days of the evaluation date if the property is in a judicial state, or within 30 days of the evaluation date if the property is in a non-judicial state.*

✓	Reduced eligibility criteria when soliciting a borrower who defaulted after completing a COVID-19 payment deferral
	The mortgage loan must be a first-lien conventional mortgage loan.
	The mortgage loan must not be subject to <ul style="list-style-type: none"> ▪ a recourse or indemnification arrangement under which Fannie Mae purchased or securitized the mortgage loan or that was imposed by Fannie Mae after the mortgage loan was purchased or securitized; ▪ a current offer for another mortgage loan modification or other workout option; ▪ an approved liquidation workout option; or ▪ an active and performing repayment plan, forbearance plan, or Trial Period Plan.

The servicer must send the borrower the applicable [Flex Modification Solicitation Cover Letter](#) with the Flex Modification Trial Period Plan Solicitation Offer — Not Based on an Evaluation of a BRP [Evaluation Notice](#), or the equivalent, and make appropriate changes to these documents, including the applicable Frequently Asked Questions and as needed to comply with applicable law.

If the servicer was not collecting escrows on the existing mortgage, the borrower is not required to establish an escrow deposit account as a condition of the mortgage loan modification unless otherwise required by applicable law, or the servicer confirms that the taxes and insurance premiums have not been paid and are past due.

Evaluation hierarchy for a borrower impacted by COVID-19

Once the servicer implements COVID-19 payment deferral, it must evaluate borrowers impacted by COVID-19 for a COVID-19 payment deferral in accordance with the eligibility requirements and evaluation hierarchy described below rather than for the post-disaster forbearance mortgage loan modifications as made available in Lender Letter [LL-2020-02, Impact of COVID-19 on Servicing](#). Until the servicer implements COVID-19 payment deferral, it must continue to evaluate the borrower for a post-forbearance mortgage loan modification in accordance with Lender Letter [LL-2020-02, Impact of COVID-19 on Servicing](#).



If the servicer determines that the borrower is unable to resolve the delinquency through a reinstatement and cannot afford a repayment plan, the servicer must evaluate the borrower for a workout option in accordance with the evaluation hierarchy in the following table.

If the servicer...	Then the servicer must evaluate the borrower impacted by COVID-19 for...
<p>achieves QRPC with the borrower, regardless of whether the borrower was on a COVID-19 related forbearance plan</p>	<ul style="list-style-type: none"> ▪ a COVID-19 payment deferral in accordance with Determining eligibility for a COVID-19 payment deferral, and if eligible offer a COVID-19 payment deferral; unless <ul style="list-style-type: none"> • the servicer determines that the borrower is not capable of maintaining the current contractual monthly PITI payment, or • the mortgage loan is greater than 12 months delinquent; then the servicer must evaluate the borrower for ▪ a Fannie Mae Flex Modification in accordance with the reduced eligibility criteria in the table below, and if eligible offer a Fannie Mae Flex Modification; unless <ul style="list-style-type: none"> • the mortgage loan is 31 or more days delinquent as of the effective date of the National Emergency declaration related to the COVID-19 emergency, or • the mortgage loan is less than 90 days delinquent; then the servicer must evaluate the borrower for ▪ a Fannie Mae Flex Modification in accordance with D2-3.2-06, Fannie Mae Flex Modification, and if eligible offer a Fannie Mae Flex Modification.
<p>does not achieve QRPC with a borrower who is on a COVID-19 related forbearance plan prior to the expiration of the plan</p>	<ul style="list-style-type: none"> ▪ a COVID-19 payment deferral if the borrower is otherwise eligible in accordance with Determining eligibility for a COVID-19 payment deferral, and if eligible, solicit the borrower for a COVID-19 payment deferral in accordance with Soliciting the borrower for a post-forbearance COVID-19 payment deferral; unless <ul style="list-style-type: none"> • the mortgage loan is greater than 12 months delinquent; then the servicer must evaluate the borrower for ▪ a Fannie Mae Flex Modification in accordance with the reduced eligibility criteria in the table below, and if eligible, solicit the borrower for a Fannie Mae Flex Modification in accordance with Soliciting the borrower for a Fannie Mae Flex Modification; unless <ul style="list-style-type: none"> • the mortgage loan is 31 or more days delinquent as of the effective date of the National Emergency declaration related to the COVID-19 emergency; then the servicer must evaluate the borrower for ▪ a Fannie Mae Flex Modification in accordance with D2-3.2-06, Fannie Mae Flex Modification; and if the mortgage loan is 90 or more days delinquent and the borrower is otherwise eligible, solicit the borrower a Fannie Mae Flex Modification in accordance with Soliciting the borrower for a Fannie Mae Flex Modification. <p>NOTE: <i>If the borrower doesn't respond to the COVID-19 payment deferral offer as described in Soliciting the borrower for a post-forbearance COVID-19 payment deferral by the acceptance date provided in the COVID-19 payment deferral agreement, then the servicer must evaluate the borrower for a Fannie Mae Flex Modification in accordance with the reduced eligibility criteria in the table below and, if eligible, solicit the borrower for a Fannie Mae Flex Modification in accordance with Soliciting the borrower for a Fannie Mae Flex Modification.</i></p>



If the servicer...	Then the servicer must evaluate the borrower impacted by COVID-19 for...
does not achieve QRPC with a borrower who was not on a COVID-19 related forbearance plan	<ul style="list-style-type: none"> ▪ a Fannie Mae Flex Modification in accordance with D2-3.2-06, Fannie Mae Flex Modification; and if the mortgage loan is 90 or more days delinquent and the borrower is otherwise eligible, solicit the borrower a Fannie Mae Flex Modification in accordance with Soliciting the borrower for a Fannie Mae Flex Modification.

The following table provides the reduced eligibility criteria as referenced above for evaluating a borrower with a COVID-19 related hardship for a Fannie Mae Flex Modification.

✓	Reduced eligibility criteria when evaluating a borrower when a COVID-19 related hardship for a Fannie Mae Flex Modification
	The mortgage loan must be a first-lien conventional mortgage loan.
	The mortgage loan must <ul style="list-style-type: none"> ▪ have been current or less than 31 days delinquent as of Mar. 1, 2020, the effective date of the National Emergency declaration related to COVID-19; and be at least 90 days delinquent.
	The mortgage loan must not be subject to <ul style="list-style-type: none"> ▪ a recourse or indemnification arrangement under which Fannie Mae purchased or securitized the mortgage loan or that was imposed by Fannie Mae after the mortgage loan was purchased or securitized; ▪ a current offer for another mortgage loan modification or other workout option; ▪ an approved liquidation workout option; or ▪ an active and performing repayment plan, other non COVID-19 related forbearance plan, or Trial Period Plan.

NOTE: *With the exception of the reduced eligibility criteria and solicitation requirements when evaluating a borrower for a Fannie Mae Flex Modification in this Lender Letter, the servicer must otherwise refer to the requirements in the Servicing Guide for processing and completing a Fannie Mae Flex Modification.*

Update to Fannie Mae Flex Modification eligibility criteria

A COVID-19 payment deferral does not count as a mortgage loan modification when determining the number of times the mortgage loan has previously been modified for purposes of determining eligibility for a Fannie Mae Flex Modification in accordance with *Determining Eligibility for a Fannie Mae Flex Modification* in [D2-3.2-06, Fannie Mae Flex Modification](#).

Updates to the Investor Reporting Manual NEW May 27, 2020

Reporting a Mortgage Loan Eligible for a COVID-19 Payment Deferral

Loan activity reporting must continue on a delinquent mortgage loan that is subject to a COVID-19 payment deferral. If the mortgage loan is in an MBS pool, then the servicer must not request a reclassification.

The final “pre-payment deferral” UPB and LPI values in Fannie Mae’s servicing solutions system must match the last reported UPB and LPI in Fannie Mae’s investor reporting system. If the values do not match, this will cause an exception in Fannie Mae’s servicing solutions system and the COVID-19 payment deferral case cannot close until this discrepancy is resolved.

For a COVID-19 payment deferral, reporting a payment LAR with LPI and UPB movement is only required if the mortgage loan is 12 months delinquent as of the date of evaluation and the servicer has chosen to use a processing month. In this instance, the borrower must make his or her full monthly contractual payment during the processing month, and the servicer must report the



payment LAR at least one business day prior to the last day of the processing month. Failure to do so will result in the COVID-19 payment deferral not being processed in Fannie Mae’s servicing solutions system.

The following table provides additional instructions based on what is processed in the current reporting month prior to acceptance of the payment deferral in Fannie Mae’s investor reporting system.

If...	Then...
<p>no LAR or a LAR without LPI and UPB movement is processed by CD22 in the current reporting month prior to the COVID-19 payment deferral’s acceptance</p>	<p>the servicer must report a subsequent LAR with LPI and UPB movement reflecting the “pre-COVID-19 payment deferral” activity. The payment LAR must be reported at least one business day prior to the last day of the calendar month.</p> <p>NOTE: <i>This is applicable only in instances where the mortgage loan is 12 months delinquent as of the date of evaluation and the servicer has chosen to use a processing month.</i></p>
<p>a LAR was successfully processed and the COVID-19 payment deferral is accepted in the current reporting month</p>	<p>any subsequent LAR received in the same reporting month will be deemed “Invalid” and will be reflected as such in the Loan Activity Summary Report. A detailed list can be obtained from your Investor Reporting analyst.</p> <p>NOTE: <i>The first LAR that Fannie Mae will accept after the COVID-19 payment deferral terms are reflected in the Fannie Mae’s investor reporting system will be in the next reporting month.</i></p>

Reporting a Mortgage Loan After a COVID-19 Payment Deferral

A COVID-19 payment deferral creates a non-interest bearing balance (referred to in the *Investor Reporting Manual* as “principal forbearance”) due and payable at the maturity of the mortgage loan, or earlier upon the sale or transfer of the property, refinance of the mortgage loan, or payoff of the interest-bearing UPB. The servicer must not calculate interest on the principal forbearance amount.

In the reporting month following the acceptance of a COVID-19 payment deferral, the servicer must report the mortgage loan’s

- net UPB (gross UPB minus the principal portion of the COVID-19 payment deferral amount) in the “Actual UPB” field on the LAR if there is no LPI movement; or
- amortized UPB based on the net UPB minus the principal portion of the COVID-19 payment deferral amount) in the “Actual UPB” field on the LAR if there is LPI movement.

NOTE: *The initial reduction in UPB caused by the principal forbearance must not be reported to Fannie Mae as a principal curtailment.*

The following table provides additional instructions related to reporting requirements for mortgage loans that were subject to a payment deferral and have an outstanding principal forbearance at the time of a principal curtailment, a payoff, or a repurchase.



If...	Then...
a principal curtailment is received	<ul style="list-style-type: none"> ▪ if the curtailment being applied is less than the interest-bearing UPB, the servicer must apply such curtailment to the interest-bearing UPB. ▪ if the principal curtailment is greater than or equal to the interest-bearing UPB, then the servicer must apply such curtailment in the following order: <ol style="list-style-type: none"> 1. to the non-interest bearing balance, if any; and 2. to the interest-bearing UPB.
a payoff or a repurchase is received	<p>the servicer must include the principal forbearance amount when reporting the principal remittance amount.</p> <p>NOTE: <i>Principal forbearance reported on the liquidation LAR consists of the deferred principal amount, the gross interest amount, and any prior principal forbearance on the mortgage loan. Attempting to report a payoff or a repurchase without including the principal forbearance amount will generate an exception (hard reject) upon submission of the LAR.</i></p>

NOTE: Generally, servicer P&I advances will be reimbursed within the first two business days after a COVID-19 payment deferral has been accepted in Fannie Mae’s investor reporting system.

Delinquency Modification Reports

Investor Reporting Manual 6-14, Delinquency Modification Reports, details the existing reports in Fannie Mae’s investor reporting system. These reports will be updated to include COVID-19 payment deferrals.

Servicers who have questions about this Lender Letter should contact their Fannie Mae Account Team, Portfolio Manager, or Fannie Mae’s Single-Family Servicer Support Center at 1-800-2FANNIE (1-800-232-6643). Have Guide questions? Get answers to all your policy questions, straight from the source. [Ask Poli](#).



Appendix

PAYMENT DEFERRAL POST COVID-19 FORBEARANCE SOLICITATION COVER LETTER

[Servicer Logo]

[BORROWER 1 NAME] [BORROWER 2 NAME]
[ADDRESS 1]
[ADDRESS 2]
[CITY, STATE ZIP CODE]

[DATE]

Reference: [LOAN NUMBER]

Subject: Unable to Contact You During Your Forbearance Plan – Offer Enclosed

Dear [BORROWER NAME(S)]:

We have been trying to reach you during your forbearance plan to discuss your situation and to provide information on options that may be available to you to resolve your delinquency. We would like to offer you an opportunity to enter into a more permanent solution. You have options, but you must act now. We are here to help. If you have questions about the options listed below, **please contact us immediately.**

Can You Resume Your Regular Monthly Mortgage Payment?

You have been approved for a payment deferral. This is a solution that brings your mortgage current, prevents foreclosure, and delays repayment of the mortgage payments you missed during your forbearance plan. If your hardship has been resolved and you are able to resume making your mortgage payments following your forbearance plan, a payment deferral may be the best option to immediately bring your mortgage current. **Please refer to the enclosed payment deferral agreement for more details on this offer and how to accept it.**

Do You Need More Affordable Monthly Mortgage Payments?

If your hardship has been resolved but you are not able to continue making your mortgage payments following your forbearance plan, you may be eligible for a loan modification that could lower your monthly mortgage payment. The loan modification changes the terms of the loan and targets lowering your monthly mortgage payment by extending the loan term to 40 years from the date of the modification. If you complete a loan modification, it will bring your loan current and prevent foreclosure. Contact us if you would like to explore a loan modification.

[Use only if the borrower has been on forbearance for less than 12 months] Do You Need More Time to Resolve Your Hardship?

You may need more time to resolve your hardship before we can determine what long-term solution best works for you. If so, an extension of your forbearance plan may be available. To receive an extension, you must contact us to discuss your options.

Unable to Resolve the Delinquency or Prefer to Leave Your Home?

You may have other options to avoid foreclosure.

- A short sale: the sale of your property for a price that is less than the amount you still owe on your mortgage.
- A Mortgage Release™ (deed-in-lieu of foreclosure): the transfer of ownership of your property to us in exchange for release of some or all of the amount you still owe on your mortgage.

If you are approved for a short sale or Mortgage Release and complete the necessary steps, we will cancel your remaining mortgage debt obligation. **Cancellation of debt may have tax consequences. Please consult a tax advisor to discuss potential tax consequences.**



QUESTIONS? CONTACT US

[SERVICER'S NAME]

Phone: **[8XX-XXX-XXXX]**

Email Address: **[SERVICER'S EMAIL]**

Website: **[SERVICER'S WEBSITE]**

We encourage you to review the enclosed payment deferral agreement which includes instruction on how to accept the offer. Thank you for your prompt attention to this matter. We are here to help you with your mortgage.

Sincerely,

Customer Support
[SERVICER NAME]