MPF® Announcement



MPF Announcement:

2022-17

Date:

April 21, 2022

Alert:

Clarification
New Policy
Policy Update
Reminder

Training Information

Audience:

Underwriting

Compliance/Legal
Program Management
Origination
Quality Control
Servicing

Product:

MPF Direct
MPF Government MBS
MPF Traditional
MPF Xtra®

Effective Date:

Immediately (unless otherwise noted)

Reference

Fannie Mae Lender Letter LL-2021-02

Please note you can access the MPF Guides and MPF Announcements on our MPF Website.

Visit the MPF Website to review and register for upcoming complimentary MPF Webinars.

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Impact of COVID-19 on MPF Xtra Servicing

On April 6, 2022, Fannie Mae published an update to Lender Letter LL-2021-02, which communicated updates to temporary policies previously announced, to enable Servicers to better assist Borrowers impacted by COVID-19. The policies in the Lender Letter are effective immediately and are effective until Fannie Mae provides further notice, unless otherwise stated.

Fannie Mae Lender Letter LL-2021-02

- Instructing Servicers to postpone foreclosurerelated activities in connection with the Homeowner Assistance Fund (HAF) program.
- Removing the provisions related to the prior suspension of foreclosure activities and certain bankruptcy requirements as the requirements are no longer applicable.

MPF Xtra COVID-19 Deferral Update

For ease of submitting an MPF Xtra COVID-19
 Deferral, the MPF Program has created an MPF
 Xtra COVID-19 Deferral Appendix in
 eMAQCSplus®. Enclosed is a job aid to assist
 Servicers when submitting the MPF Xtra COVID-19
 Deferral Appendix.

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-2021-02)

Updated: Apr. 6, 2022

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

This Lender Letter contains the policies previously published in <u>LL-2020-02</u> on Dec. 9, 2020, with the changes noted below and in the <u>Change Control Log</u>. As we continue to monitor the COVID-19 pandemic and collaborate with the Federal Housing Finance Agency (FHFA) and Freddie Mac (as applicable) on COVID-19 related servicing policies, we will update and republish this Lender Letter as necessary. The policies in this Lender Letter are effective immediately and until Fannie Mae provides further notice, unless otherwise stated.

Apr. 6, 2022

- Instructing servicers to postpone foreclosure-related activities in connection with the Homeowner Assistance Fund (HAF) program.
- Removing the provisions related to the prior suspension of foreclosure activities and certain bankruptcy requirements as the requirements are no longer applicable.

Impact of the Homeowner Assistance Fund on Foreclosure-Related Activities New Apr. 6, 2022

To allow a borrower that has experienced a COVID-19 related hardship time to obtain assistance offered through the HAF, the servicer must delay initiating any judicial or non-judicial foreclosure process, moving for a foreclosure judgment or order of sale, or executing a foreclosure sale up to 60 days if

- the servicer receives notification from a mortgage assistance fund program provider participating in the HAF program, such as an HFA or other designee, that the borrower has applied for mortgage assistance;
- the servicer
 - o has sufficient time to delay initiation of the foreclosure process or moving for a foreclosure judgment or order of sale; or
 - o in the case of a foreclosure sale, is notified at least 7 days before the sale; and
- any foreclosure trial or execution of a foreclosure sale can be delayed without dismissal of the action.

If the servicer determines that it did not have sufficient time to delay initiation of the foreclosure process or moving for a foreclosure judgment or order of sale, the servicer must document in the loan file why it was unable to delay the action and make any supporting documentation available to Fannie Mae upon request.

If the approved funds do not fully reinstate the mortgage loan, the servicer must attempt to contact the borrower to achieve quality right party contact (QRPC) in accordance with Servicing Guide Chapter D2-2, Requirements for Contacting a Borrower to resolve the remaining delinquency.

The servicer must obtain Fannie Mae's prior approval to suspend foreclosure-related activities beyond 60 days by submitting a request to the Loss Mitigation Mailbox at Loss Mitigation@fanniemae.com.

Also see Servicing Guide <u>D2-3.1-05</u>, Interacting with Mortgage Assistance Fund Program Providers for additional information.

Mortgage Insurance Termination

When verifying an acceptable payment record for a borrower that has had a financial hardship related to COVID-19 in which the



servicer provided

- a COVID-19 related forbearance plan, repayment plan, or Trial Period Plan and the borrower complied with the terms of such plan;
- a payment deferral; or
- a COVID-19 payment deferral and the borrower made three consecutive monthly payments following completion of the payment deferral,

the servicer must not consider any payment that is 30 or more days past due in the last 12 months, or 60 or more days past due in the last 24 months that is attributable to the COVID-19 financial hardship. The mortgage loan must be current when the termination is requested, which means the mortgage loan payment for the month preceding the date of the termination request was paid.

NOTE: These requirements apply when reviewing the borrower's request for termination of conventional MI based on either original or current value of the property.

Disbursing insurance loss proceeds

In response to servicer inquiries and in an effort to repair properties that experience an insured loss event as expeditiously as possible, we are updating our requirements for determining the mortgage loan status for disbursing insurance loss proceeds for a borrower impacted by COVID-19. The servicer must consider the loan to be current or less than 31 days delinquent for purposes of disbursing insurance loss proceeds if

- the borrower experienced a COVID-19 related hardship;
- the mortgage loan was current or less than two months delinquent as of Mar. 1, 2020, the effective date of the National Emergency declaration related to COVID-19; and
- at the time of the loss event, the borrower is performing on a COVID-19 related forbearance plan, repayment plan, or Trial Period Plan.

The servicer must otherwise disburse the proceeds in accordance with Servicing Guide <u>B-5-01</u>, Insured Loss Events.

The servicer must document in the mortgage loan servicing file the date that the COVID related hardship began and the date of the insured loss event.

Impact of COVID-19 on Fannie Mae Home Affordable Modification Program "Pay for Performance" incentives

In <u>LL-2021-07</u>, <u>COVID-19 Payment Deferral and Fannie Mae Flex Modification for COVID-19 Impacted Borrowers</u>, we clarified that if the mortgage loan was previously modified pursuant to a Home Affordable Modification Program (HAMP) modification under which the borrower remains in "good standing," then the borrower will not lose any "pay for performance" incentives if the borrower was on a COVID-19 related forbearance plan or had a COVID-19 related hardship immediately preceding the COVID-19 payment deferral. We are clarifying that, additionally, the borrower will not lose any future HAMP "pay for performance" incentives if the borrower

- immediately reinstates the mortgage loan upon expiration of the COVID-19 related forbearance plan, or
- transitions directly from a COVID-19 related forbearance plan to a repayment plan.

Modifying seller/servicer financial liquidity requirements for mortgage loans in forbearance

In response to the national emergency, we are announcing a temporary modification of the non-depository seller/servicer minimum liquidity requirement for seriously delinquent (SDQ) mortgage loans. The changes indicated below were implemented beginning with the financial quarter ending Jun. 30, 2020.

As stated in Selling Guide A4-1-01, Maintaining Seller/Servicer Eligibility, the minimum liquidity requirement is equal to 0.035% of the



unpaid principal balance (UPB) of mortgage loans serviced by a non-depository seller/servicer for Fannie Mae, Freddie Mac, and Ginnie Mae if the Agency SDQ rate is 6% or less. If the Agency SDQ rate is above 6%, the seller/servicer must also maintain at least an SDQ add-on of 2% of the UPB of Agency SDQ rate over 6%.

Under the existing seller/servicer eligibility requirements, the Agency SDQ Rate is defined as 100 multiplied by (the UPB of mortgage loans 90 days or more delinquent or in foreclosure for Fannie Mae, Freddie Mac, and Ginnie Mae/Total UPB of mortgage loans serviced for Fannie Mae, Freddie Mac, and Ginnie Mae). Beginning with the financial quarter ending Jun. 30, 2020, the Agency SDQ Rate will include an adjustment for mortgage loans in a COVID-19 related forbearance plan that are 90 days or more delinquent and were current at the inception of the COVID-19 related forbearance plan. The UPB of such mortgage loans shall be multiplied by .30 and added to the UPB for SDQ mortgage loans for the purposes of determining the numerator in the calculation of the Agency SDQ Rate. Refer to the <u>Appendix</u> link for examples.

When the COVID-19 related forbearance period ends for a mortgage loan, the mortgage loan's status will become subject to, by the end of the quarter following the end of the COVID-19 related forbearance period, the minimum financial seller/servicer eligibility requirements in place at that time.

To accommodate these changes, the Mortgage Bankers Financial Reporting Form (MBFRF <u>Form 1002</u>) was modified to capture forbearance activity.

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 Jun. 1, 2007 through Dec. 1, 2008. As described in *Servicing Guide* F-1-25, 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 became effective with the Jun. 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.

Complying with law

Servicers are reminded that in accordance with *Servicing Guide* <u>A2-1-08</u>, Compliance with Requirements and Laws, they must comply with applicable law even where a provision of the *Servicing Guide* may conflict with applicable law.

Attempting to establish quality right party contact

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 applicable law, the servicer is considered to be in compliance with our Servicing Guide.

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* <u>D2-4-01</u>, Reporting a Delinquent Mortgage Loan to Fannie Mae and <u>F-1-21</u>, Reporting a Delinquent Mortgage Loan via Fannie Mae's Servicing Solutions System.

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. If the borrower's COVID-19 related hardship remains unresolved and the borrower experiences another hardship concurrently (for example, a disaster event), the servicer must continue to report reason for delinquency code 022, Energy-Environment Costs, regardless of the reason for delinquency associated with the concurrent hardship.

For mortgage loans where the servicer would have otherwise reported reason for delinquency code 022 due to Energy-Environment Costs, the servicer must now use reason for delinquency code 007, Excessive Obligations.

Property inspections and preservation

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 <u>D2-2-10</u>, 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* <u>E-3.2-12</u>, 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 Mar. 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> 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 in Inspecting a Property Securing a Delinquent Mortgage Loan in <u>D2-2-10</u>.



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 <u>D2-2-10</u>.

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, <u>D2-2-10</u> authorizes a curbside (drive-by) inspection if there is potential danger to the inspector. Additionally, the <u>Property Preservation Matrix and Reference Guide</u> 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

Forbearance plan terms

The servicer must follow the requirements in *Servicing Guide* <u>D2-3.2-01</u>, Forbearance Plan, when evaluating the borrower for and offering a forbearance plan, including achieving QRPC with the borrower, unless otherwise stated in this Lender Letter.

The following flexibilities apply to a forbearance plan for a borrower with a financial hardship resulting from COVID-19:

- The property securing the mortgage loan may be either a principal residence, a second home, or an investment property.
- The servicer is authorized to permit a cumulative forbearance plan term of up to 12 months as measured from the start date of the initial forbearance plan regardless of the delinquency status of the mortgage loan.

We are providing the following additional flexibilities for a mortgage loan actively performing on a COVID-19 related forbearance plan as of February 28, 2021:

- If upon reaching a cumulative forbearance plan term of 12 months as measured from the start date of the initial forbearance plan the servicer determines the borrower's hardship has not been resolved, the servicer is authorized to
 - o grant an extension of the forbearance plan term of up to 3 months, and
 - o grant one or more forbearance plan term extensions of up to 3 months.
- The servicer must receive Fannie Mae's prior written approval for a forbearance plan to
 - o exceed a cumulative term of 18 months as measured from the start date of the initial forbearance plan, or
 - o result in the mortgage loan becoming greater than 18 months delinquent.

NOTE: The servicer's determination to extend the forbearance plan as described above must be as a result of achieving QRPC.

As stated in <u>D2-3.2-01</u>, 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 a forbearance plan and the terms of the initial and any extended forbearance plan, including the duration of the forbearance period.

Evaluating the borrower for a workout option after a forbearance plan

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.

In Lender Letter <u>LL-2020-07, COVID-19 Payment Deferral</u> (now <u>LL-2021-07, COVID-19 Payment Deferral and Fannie Mae Flex Modification for COVID-19 Impacted Borrowers</u>) 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. The servicer must evaluate borrowers for a COVID-19 payment deferral in accordance with the eligibility requirements and evaluation hierarchy described in the Lender Letter.

Credit bureau reporting

The servicer must report the status of the mortgage loan to the credit bureaus in accordance with *Servicing Guide* <u>C-4.1-01</u>, Notifying Credit Repositories, and applicable law, including the Fair Credit Reporting Act (FCRA) as amended by the CARES Act, for borrowers affected by the COVID-19 emergency.

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 DRN at 1-877-542-9723.

Additional resources

We offer a wealth of information and resources for servicers to help borrowers deal with the challenges associated with COVID-19:

- Single-family Here to Help COVID-19 website
- Ask Poli Servicing
- Ask Poli Selling

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.

Let your voice be heard! We want your feedback on our policy communications to help us improve the clarity of new and updated policy and understand any implications to borrowers. Click below to take a short survey regarding this Lender Letter.

Provide
feedback



Appendix

Refer to the examples below related to calculating the non-depository seller/servicer minimum liquidity requirement.

Example #1

Agency Servicing UPB: \$50,000,000

Agency Servicing SDQ UPB: \$3,500,000 (7% SDQ rate)

COVID-19 Portion of Agency Servicing SDQ UPB: \$1,000,000

The base liquidity requirement is .035% of the Agency Servicing UPB calculated as follows:

0.035%* \$50,000,000 = \$17,500

In the example above, the Agency Servicing SDQ rate is above the 6% threshold for the Liquidity Add-On. Under the temporary guidance, the portion of Agency SDQ loans shown above that is related to COVID-19 forbearance loans is multiplied by .30 to derive the numerator used for calculating the adjusted Agency SDQ Rate of 5.6% as follows:

\$2,500,000 + (\$1,000,000 *.30) = \$2,800,000/\$50,000,000 * 100

As shown above, the \$2.5 million represents the difference between Total Agency SDQs and COVID-19 related SDQs. The \$1 million * .30 is the calculation adjustment to COVID-19 SDQ loans. The combined \$2.8 million is the numerator used to calculate the Agency Servicing SDQ rate. In this example, the Agency Servicing SDQ rate decreases from 7% to 5.6%-- less than 6% SDQ threshold to trigger the Liquidity Add-on. The Liquidity Add-on is *not* applicable in this example.

Base Liquidity Requirement: \$17,500

<u>Liquidity Add-on:</u> Not Applicable

Minimum Liquidity Requirement \$17,500

Example #2

Agency Servicing UPB: \$50,000,000

Agency Servicing SDQ UPB: \$7,000,000 (14% SDQ rate)

COVID-19 Portion of Agency Servicing SDQ UPB: \$3,000,000

The base liquidity requirement is .035% of the Agency Servicing UPB calculated as follows:

0.035%* \$50,000,000 = \$17,500

In the example above, the Agency Servicing SDQ rate is above the 6% threshold for the Liquidity Add-on. Under the temporary guidance, the portion of Agency SDQ loans show above that is related to COVID-19 related forbearance loans is multiplied by .30 to derive the numerator for calculating the adjusted Agency SDQ Rate of 9.8% as:

\$4,000,000 + (\$3,000,000 *.30) = \$4,900,000/\$50,000,000 * 100

As shown above, the \$4 million represents the difference between Total Agency SDQs and COVID-19 related SDQs. The \$3 million * .30 is the calculation adjustment to COVID-19 SDQ loans. The combined \$4.9 million is the numerator used to calculate the Agency Servicing SDQ rate. In this example, the Agency Servicing SDQ rate decreases from 14% to 9.8%-- which is above the 6% threshold to trigger the Liquidity Add-on. The Liquidity Add-on is applicable only on the UPB portion above 6% SDQ rate calculated as follows:

2%*\$50,000,000*(9.8%-6.0%)=\$38,000

Base Liquidity Requirement: \$17,500 Liquidity Add-on: \$38,000 Minimum Liquidity Requirement \$55,500

¹COVID-19 SDQ refers to mortgage loans in a COVID-19 related forbearance plan that are 90 days or more delinquent and were current at the inception of the COVID-19 related forbearance plan.



Change Control Log

The following table provides a description of the updates that have been made to this Lender Letter.

Date of Update	Description of Update			
Jun. 30, 2021	Updated the provisions regarding the suspension of foreclosure-related activities and filing motions for relief from the automatic stay in certain bankruptcy cases			
Jun. 24, 2021	tended the suspension of foreclosure-related activities			
Feb. 25, 2021	Extended the suspension of foreclosure-related activities			
	 Updated our requirements related to forbearance plans for borrowers impacted by COVID-19 			
Feb. 10, 2021	Extended the suspension of foreclosure-related activities			
	 Updated our requirements related to forbearance plans for borrowers impacted by COVID-19 			
Jan. 20, 2021	Extended the suspension of foreclosure-related activities			
	Slightly reorganized content, with the policy impacted by an explicit expiration date showing first, and removed the following policies that have been superseded:			
	Sending a payment reminder notice			
	Principal & interest advances on delinquent mortgage loans			
	Submission of financial statements and reports			
	 Reference to the post-disaster forbearance mortgage loan modifications when evaluating a borrower for a workout option after a forbearance plan 			



Purpose

Servicers of conventional MPF Xtra mortgage loans must use this form when submitting a request for a MPF Xtra COVID-19 Payment Deferral for the Borrower.

Preparation

- When: The Servicer must complete the form when requesting an MPF Xtra COVID-19 Payment Deferral for a Borrower.
- Who: This form must be completed by an employee of the Servicer who has responsibilities that would cause such individual to be knowledgeable of the facts and processes needed to complete this form and has authority to certify to the truthfulness and accuracy of the information on this form.
- **How:** The attached form is provided as a job aid and should be used for informational purposes only. To complete this form Servicers must access it through eMAQCS®plus.
- Attachments: The completed form must be accompanied by the following documentation:
 - 1. Payment History beginning as of March 1, 2020 to current date that supports the Unpaid Principal Balance used to determine the deferral terms.
 - 2. Un-signed COVID-19 Payment Deferral Agreement, Servicers are required to use the most current <u>Fannie Mae</u> Agreement.
 - 3. Insurer Approval Letter, if applicable. If mortgage loan is subject to MI and the MI provider is **not** Arch MI, Essent Guaranty, Enact formerly known as Genworth, MassHousing, MGIC, National Mortgage Insurance, Radian Guaranty, RMIC or United Guaranty please provide evidence of insurer approval.
 - 4. Escrow Payment History/Summary beginning at March 1, 2020.
 - Proof of an Escrow analysis, Servicers must ensure it is completed in accordance to the most recent guidance published by Fannie Mae Lender Letter <u>LL-2021-07</u>.

Submission

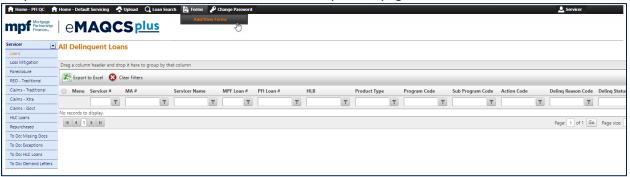
- When: The Servicer must submit the completed form when all supporting documentation is obtained.
- **How:** The official form must be completed and any supporting documentation must submitted through eMAQCSplus at https://eMAQCS.covius.com.
- **To Whom:** The completed form and supporting documentation must be submitted to the MPF Provider.

The Servicer should retain a copy of the completed form and supporting documentation for their own records.



eMAQCSplus COVID-19 Deferral Appendix Job Aid

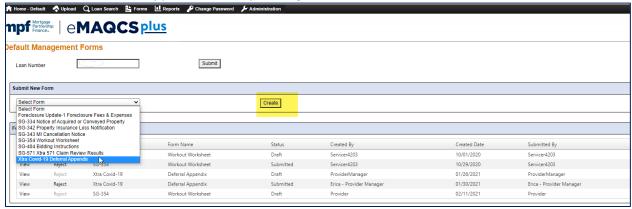
Step 1 - Create a new MPF Xtra COVID-19 Deferral Appendix form in eMAQCSplus. On the main screen roll your cursor over **Forms** in the black ribbon at the top of the page and click **Add/View Forms**.



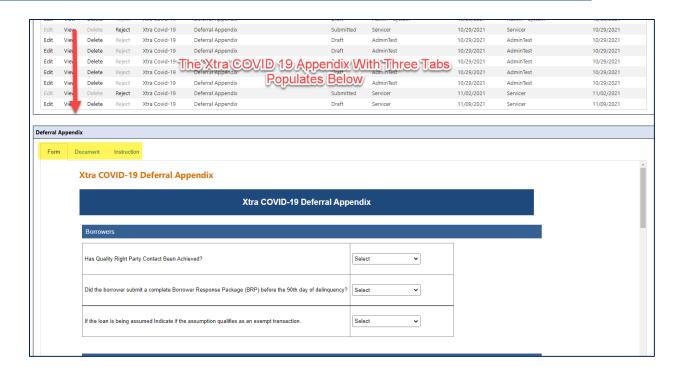
Step 2 - On the screen that populates next, enter the MPF loan number into the box and click submit.



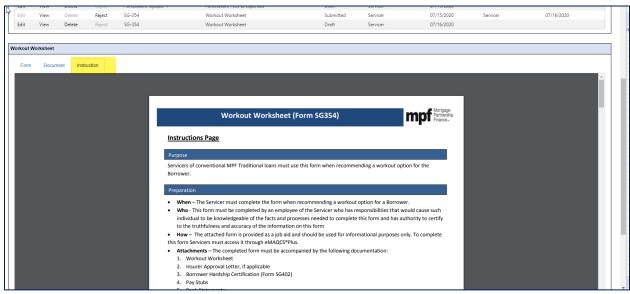
Step 3 - On the next screen, click the drop-down arrow in the box titled 'Select Form'. Select the 'MPF Xtra COVID-19 Deferral Appendix' form by clicking on it and then click create.



The MPF Xtra COVID-19 Deferral Appendix form will populate below. Note that there are three tabs. A **Form** tab, a **Document** tab, and an **Instructions** tab. Clicking on each tab will bring you to a different page of the form.



If this is your first time using the MPF Xtra COVID-19 Deferral Appendix form, it is good practice to click on the **Instructions** tab which provides directions on when to complete the form and what required information and documentation must be included in the form.



Step 4 - How to complete the Form tab

Select the **Form** tab, which is a system interface page that allows you to complete your MPF Xtra COVID-19 Deferral Appendix within the system. The information in the fields with the red frames must be completed by the Servicer.

Has Quality Right Party Contact Been Achieved? A Yes or No answer to this question must be provided. If the answer is No then the Status Date, Status, Workout Type, and Activity Type fields must be

completed to indicate that the mortgage loan is either subject to an active COVID-19 forbearance plan or within 15 days of completion of a COVID-19 forbearance.

Did the borrower submit a complete Borrower Response Package (BRP) before the 90th day of delinquency? Please select Yes or No.

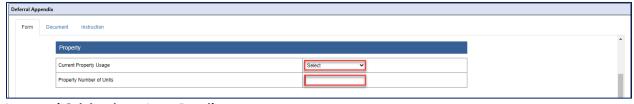
If the Mortgage loan is being assumed, indicate if the assumption qualifies as an exempt transaction. If the mortgage loan has not been assumed select **N/A** from the drop-down list. If the mortgage loan has been assumed, please indicate **Yes** or **No** based on whether the assumption meets the requirements for an exempt transaction as described in Fannie Mae Servicing Guide Chapter D1-4.1-02.

Deferral A	ppendix				
Form	Docum	ent Instruction			
	Xtra COVID-19 Deferral Appendix				
		Xtra COVID-19 D	eferral Appendix		
		Loan Information			
		Has Quality Right Party Contact Been Achieved?	Select V		
		If the Loan is being assumed, indicate if the assumption qualifies as an exempt transaction.	Select V		
		Current Property Usage	Select		

Property

Current Property Usage. Please select Principal Residence, Second or Vacation Home or Investment Property from the drop-down list.

Property Number of Units. From the dropdown list please select the number of units contained in the subject property.



Loan and Origination—Loan Details

Loan Unpaid Principal Balance/Pre-workout UPB. Please enter the Unpaid Principal Balance (UPB) prior to the first month included in the COVID 19 Deferral. For example, if the COVID 19 Deferral includes months 5/1/2021-10/1/2021 with an effective date of 11/1/2021 then enter the UPB paid through 4/1/2021. This amount should not include any existing forbearance.

Last Paid Installment Date. Please enter the Last Paid Installment (LPI) date prior to the first month included in the COVID 19 Deferral. For example, if the COVID 19 Deferral includes months 5/1/2021-

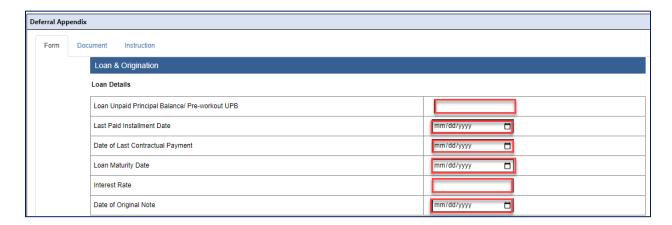
10/1/2021 with an effective date of 11/1/2021 then enter the LPI as of 4/1/2021.

Date of Last Contractual Payment. Please enter the date the last full monthly contractual payment was made on the loan, this is <u>not</u> the last paid installment date.

Loan Maturity Date. Please enter the date on which the mortgage obligation is scheduled to be paid off, according to the mortgage note or modification agreement.

Interest Rate. Please enter the rate at the time of program eligibility determination according to the mortgage note or modification agreement.

Date of Original Note. Please enter the date on which the mortgage note was signed.



Loan and Origination—Monthly Payment Details

Monthly Principal & Interest. The current monthly principal and interest payment.

Pre-workout Monthly Mortgage Insurance. The monthly payment for private mortgage insurance, enter the pre-deferral workout amount. If the loan is not subject to Mortgage Insurance enter \$0.

Post-workout Monthly Mortgage Insurance. The monthly payment for private mortgage insurance, enter the post deferral workout amount. If the loan is not subject to Mortgage Insurance enter \$0.

Monthly Real Estate Taxes. The amount of the monthly property tax payment for the subject property; enter the post deferral workout amount. If the monthly taxes are not escrowed and/or will not be subject to escrow subsequent to the COVID-19 payment deferral enter \$0.

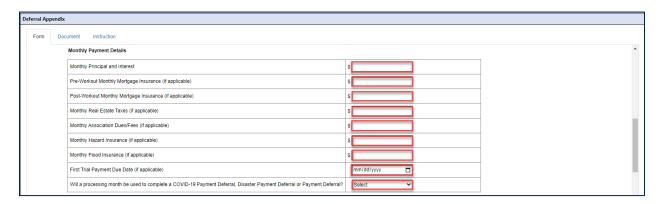
Monthly Association Dues/Fees: At the time of program eligibility determination the monthly payment for association/dues fees (pre/post workout). If the loan is not subject to any monthly association dues or fees enter \$0.

Monthly Hazard Insurance. Monthly payment for hazard insurance, enter the post deferral workout amount. If the monthly hazard insurance is not escrowed enter \$0.

Monthly Flood Insurance: Monthly payment for hazard insurance, enter the post deferral workout amount. If not applicable or if the monthly hazard insurance is not escrowed enter \$0.

Will a processing month be used to complete a COVID 19 Payment Deferral, Disaster Payment Deferral or Payment Deferral?: To be used when the mortgage loan is 18 months delinquent, or the COVID 19 payment deferral would cause the mortgage loan to exceed 18 months of cumulative deferred past-due P&I payments. In this circumstance the COVID 19 Deferral must be completed within the processing month after receipt of the borrower's full monthly contractual payment due during that month.

It is important to note that only fields requiring numerical data should be filled out with numerical data only. For example, the Monthly Principal & Interest field below will only accept numbers. Additionally, when entering figures into the number fields please do not include commas in the numbers. For example, if the unpaid principal balance is \$1,000 please enter 1000.



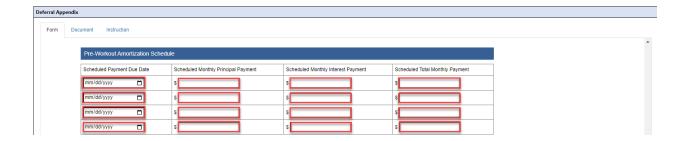
Pre-Workout Amortization Schedule

Scheduled Payment Due Date: The date of the next four contractual payments that begin the month after the last paid installment date entered above. For example, if the last paid installment date 5/1/2021 then the dates below would be 6/1/2021, 7/1/2021, 8/1/2021 and 9/1/2021. If you enter the dates in and the pertinent fields above are completed the form will amortize for you.

Scheduled Monthly Principal Payment: The principal portion of the scheduled contractual P&I payment as determined by an amortization schedule for the months that were entered into the Scheduled Payment Due Date fields. This will auto populate.

Scheduled Monthly Interest Payment: The interest portion of the scheduled contractual P&I payment as determined by an amortization schedule for the months that were entered into the Scheduled Payment Due Date fields. This will auto populate.

Scheduled Total Monthly Payment: The total scheduled contractual PITIA (Principal, Interest, Taxes, Insurance and Association) fees payment as determined through escrow analysis for the months that were entered into the Scheduled Payment Due Date fields. If the escrow analysis determines that these payments change over the course of the four (4) months entered here please capture the changing payment amount in this field.



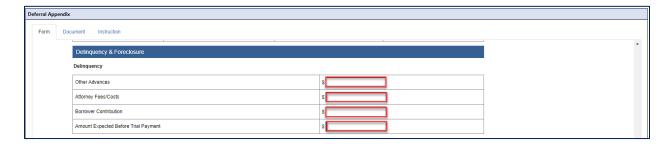
Delinquency & Foreclosure—Delinquency

Other Advances. This is the amount of servicing advances resulting from a delinquency, paid to third parties in the ordinary course of business, and not retained by the servicer, provided they are paid prior to the effective date of the COVID-19 payment deferral, if allowed by state law. Escrow Advances and Attorney Fees/Costs are not to be included in this amount. If the Servicer did not advance any of these amounts enter \$0.

Attorney Fees. This is the amount of the estimated legal fees not included in the escrow advances advanced by the Servicer. If the Servicer did not advance any Attorney Fees/Costs enter \$0.

Borrower Contribution. This is any amount the borrower is expected to pay between the evaluation of the COVID 19 Deferral and the Effective Date of the Deferral. If the borrower is not expected to pay anything between the evaluation and the Effective Date enter \$0.

Amount Expected Before Trial Payment. This is the amount the borrower is expected to pay between the evaluation of a loss mitigation option for a Flex Mod and the start of the workout. This field is associated with a Flex Mod and not a COVID 19 Deferral, but SMDU requires the field to be completed so that the system can evaluate the loan for a COVID 19 Deferral. Please enter \$0 in this field.



Delinquency & Foreclosure—Foreclosure

Foreclosure Status. Indicates where the loan is in the foreclosure process. Only complete if applicable, if loan is not currently subject to foreclosure leave this field blank.

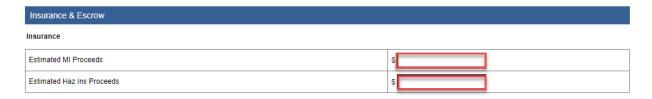
Projected Foreclosure Sale Date. If the loan is subject to foreclosure enter the projected or actual date the property went/goes to foreclosure sale. Only complete if applicable, if loan is not currently subject to foreclosure leave this field blank.



Insurance & Escrow—Insurance

Estimated MI Proceeds. Indicates the estimated amount of private mortgage insurance proceeds. SMDU requires amounts in these fields even though they are not required for a COVID-19 payment deferral evaluation. You can enter \$0 in this field.

Estimated Hazard Insurance Proceeds. Indicates the estimated amount of private mortgage insurance proceeds. SMDU requires amounts in these fields even though they are not required for a COVID-19 payment deferral evaluation. You can enter \$0 in this field.

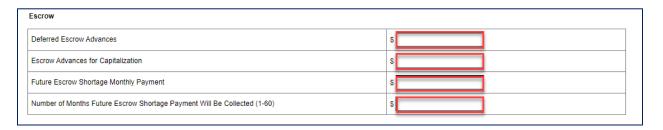


Insurance & Escrow-Escrow

Deferred Escrow Advances. Indicates any escrow amounts advanced by the Servicer to be included in the COVID 19 Deferral. If no amounts have been advanced and included in the deferral, please enter \$0 in this field.

Future Escrow Shortage Monthly Payment. This is the monthly payment amount associated with borrower repayment of an escrow account shortage identified during escrow analysis for the loss mitigation request. If an escrow shortage has not been identified through escrow analysis, please enter \$0 in this field.

Number of Months Future Escrow Shortage Payment Will Be Collected. This is the number of months needed to repay they escrow account shortage identified during escrow analysis. The repayment term of the escrow shortage can be up to 5 years (60 months). If an escrow shortage has not been identified through escrow analysis, please enter \$0 in this field.



Hardship

Hardship Reason. Identifies the reason the borrower is having difficulty making their mortgage

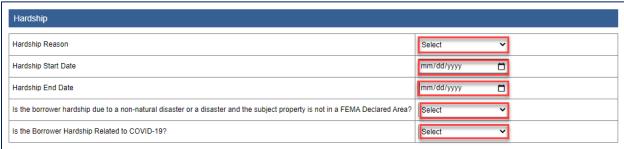
payment. Select Energy Environment Costs from the Hardship Reason drop-down menu for all loans where the hardship is caused by COVID-19.

Hardship Start Date. Identifies the start date of the borrower's hardship, on their mortgage payment obligations.

Hardship End Date. Identifies the end date of the borrower's hardship, on their mortgage payment obligations. Entry of this date confirms that the borrower's hardship is resolved, an eligibility requirement for a COVID-19 payment deferral. When a Hardship End Date is either a future date or not provided the hardship will be considered to be unresolved and the borrower ineligible for a COVID-19 Deferral.

Is the borrower hardship due to a non-natural disaster or a disaster and the subject property is not a FEMA Declared Area. Please select Yes or No.

Is the borrower hardship related to COVID-19? Yes, must be selected from drop-down menu for the mortgage loan to be evaluated for the COVID-19 payment deferral.



Prior Workout History (If Applicable)

All of the fields highlighted in red must be completed. If the answer to the question 'Has Quality Right Party Contact Been Achieved?' above is 'No' then the Status Date, Status, Workout Type and Activity Type fields must be completed to indicate that the loan was subject to a COVID-19 forbearance plan. If the borrower was subject to a COVID-19 forbearance then the Status Date, Status, Workout Type and Activity Type fields must be completed to indicate that the loan was subject to a COVID-19 forbearance plan.

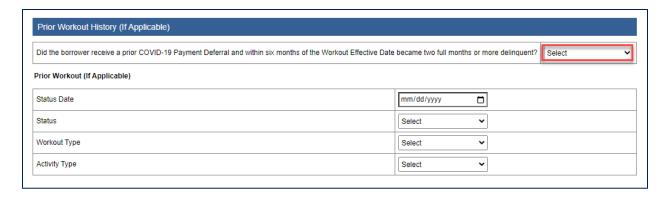
Did borrower receive a prior COVID-19 Payment Deferral and within six month of the Workout Effective Date became two full months or more delinquent? Please select Yes or No

Status Date. Date associated to the current status of the prior workout reported by the Servicer.

Status. Please select the most recent status of the prior workout from the dropdown list.

Workout Type. Loss mitigation workout previously attempted during the life of the mortgage loan.

Activity Type. Current activity status of the prior workout reported by the Servicer.



Proposed COVID 19 Deferral Terms

Number of Past Due Principal and Interest Payments to be Deferred. Please input the number of monthly P&I payments included in the deferral.

Effective Date. This is the first day of the month in which the loan becomes current after the COVID-19 Payment Deferral is processed. For example, if after the COVID-19 Deferral is processed to defer three monthly payments in to the end of the loan, and the mortgage loan is to be brought current January 1, 2021, then the below date would be January 1, 2021.

Total Past Due Principal Amount to be Deferred. This amount is the principal portion of the P&I payments included in the deferral based off of the mortgage loan's current amortization table.

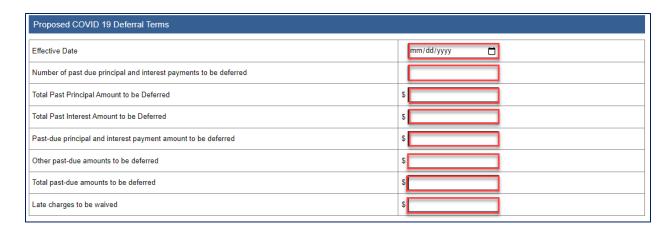
Total Past Due Interest Amount to be Deferred. This amount is the interest portion of the P&I payments included in the deferral based off of the mortgage loan's current amortization table.

Past-due Principal and Interest Payment Amount to be Deferred. This is the total principal and interest amount included in the deferral. When divided by the number of months included in the deferral it should equal the amount of one principal and interest payment.

Other Past Due Amounts to Be Deferred. This should be the amounts for Other Advances to be Included in Deferral Amount + Escrow Advances Made by Servicer to be included in Deferral Amount + Attorney Fees/Costs to be included in Deferral Amount added together. If the Servicer did not advance any of these amounts enter \$0.

Total Past-due Amounts to be Deferred. This amount is the Total P&I Amount to be Deferred + Total Advances to be included in the Deferral Amount.

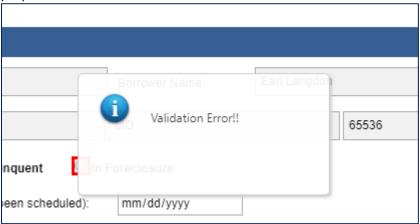
Late Charges to be Waived. Please input the amount of late charges that have been waived.



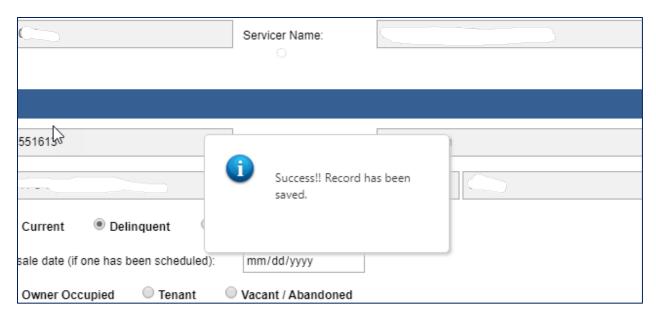
Step 5 – How to save the form in draft status.

It is best practice to click the Save as Draft button highlighted in yellow above prior to submitting your form. If any of the required information is missing will get the below error message.

If this error message populates please review the form for fields highlighted in red and complete those fields with the appropriate information.

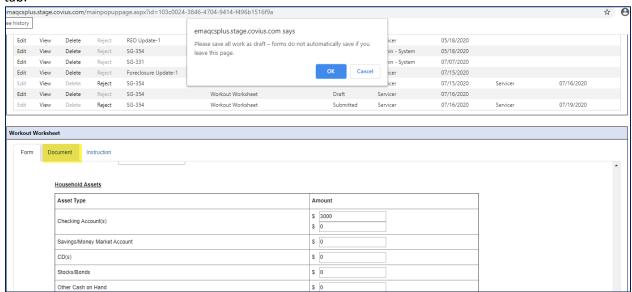


If the user leaves the Form tab of the form or the system times out all information previously entered will be lost. Please note that if all of the required fields are not successfully completed and the below message of success does not populate.

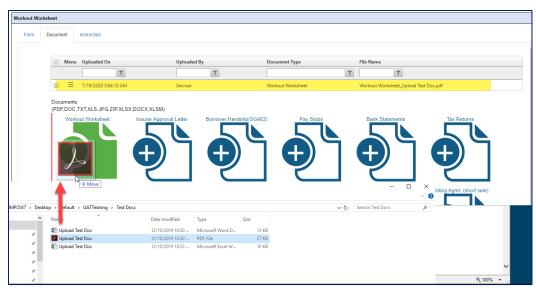


Step 6 – How to attach supporting documents to the Form.

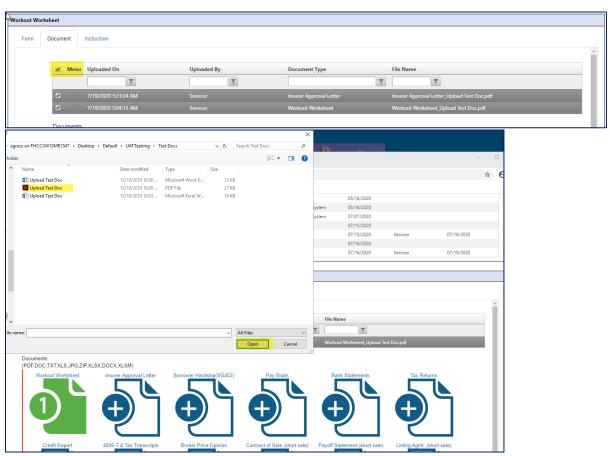
Once the form has been filled out, the supporting documentation can be added to the Document tab highlighted in yellow below. When you click on the Document tab a warning message will populate prompting you to "please save all work as draft (forms do not automatically save if you leave this page)". If all information on the Form tab has been successfully completed click OK to move to the Document tab.



There are two ways to upload supporting documents into the Document tab. The first is to drag and drop the file to the Document tab. To do this find the document in the location where you have it saved, select the document, and while continuing to hold the mouse button down drag it so that your cursor with the document is hovering over one of the blue and white or green icons in the docs tab. Release the mouse button when document is over the icon in which you want to place it. The icon will turn green and a row with the name of the document will populate (as indicated in the yellow highlighted area) to indicate that you have successfully saved the document to the Document tab.



The second option to upload a document to the Document tab is to click on the checkmark to the left of Menu highlighted below. Then right click on the green or blue and white icon to open up the location of the document you wish to upload. Select the document and click open. The document will then populate in the documents tab.



You can upload multiple documents into one of the green or blue and white icons. The only naming convention requirement for documents being uploaded document tab is that apostrophes and

commas cannot be used.

Step 7 – How to submit the Form successfully

Once you are ready to submit your form, return to the **Form** tab and scroll down to the bottom of the form. Click **Submit**.



If the form was not successfully submitted you will get a message that says Validation Error!! If this error message populates please review the form for fields highlighted in red and complete those fields with the appropriate information.



If successfully submitted, a message of Success! Record Has Been Saved populates.



To double check the submission status of your form refresh your browser. A status of Draft as highlighted in yellow below indicates that the form is in Draft and has not yet been successfully submitted. A status Submitted as highlighted in green below indicates that the form has been successfully submitted.

