

## TABLE OF CONTENTS

CHAPTER 1. INTRODUCTION.....	4
1.1 MPF GOVERNMENT MBS OVERVIEW .....	4
1.2 APPLICABILITY OF MPF GOVERNMENT MBS GUIDES.....	4
1.3 PFI ELIGIBILITY.....	5
1.4 REPURCHASES .....	5
1.5 INDEMNIFICATION.....	6
CHAPTER 2. MORTGAGE ELIGIBILITY.....	7
2.1 MORTGAGE LOAN ELIGIBILITY AND UNDERWRITING REQUIREMENTS .....	7
2.1.1 Eligible Borrowers .....	7
2.1.2 Eligible Property Types.....	7
2.1.3 Ineligible Products or Attributes .....	7
2.1.4 Properties Impacted by a Major Disaster .....	8
2.1.5 Re-Amortized Mortgage Loans .....	8
2.2 MAXIMUM LOAN LIMITS .....	8
2.3 MAXIMUM LTV/TLTV .....	9
2.4 ADDITIONAL VA MORTGAGE LOAN REQUIREMENTS.....	9
2.5 GOVERNMENT LOAN STREAMLINE REFINANCE AND CASH- OUT REFINANCE .....	10
2.6 PERMITTED UNDERWRITING METHODS.....	11
2.6.1 FHA Mortgage Loans.....	11
2.6.2 VA Mortgage Loans.....	12
2.7 GOVERNMENT MORTGAGE INSURANCE .....	12
CHAPTER 3. MORTGAGE LOAN DOCUMENT EXECUTION AND RETENTION .....	13
3.1 MORTGAGE LOAN FILE CONTENTS .....	13
3.1.1 Closing Documents .....	13
3.1.2 Underwriting Documents .....	14
3.1.3 Special Purpose Documents.....	15
3.1.4 Access to Records .....	16
3.2 DOCUMENT EXECUTION .....	16
3.2.1 Instruments and Notes .....	16
3.2.2 Security Instrument Preparation .....	16
3.2.3 Assignment Preparation .....	16
3.2.4 Note Preparation .....	17
3.2.5 Power of Attorney.....	19
3.2.6 Facsimile Signatures .....	19
3.2.7 MERS Registration.....	20
3.2.8 Electronic Signatures .....	20
3.2.9 Notarization Standards .....	21

CHAPTER 4.	LOAN PRESENTMENT .....	22
4.1	LOAN PRESENTMENT OVERVIEW .....	22
4.1.1	Submission .....	22
4.1.2	Special Instructions .....	22
4.1.3	Resubmission.....	23
4.1.4	Inability to Obtain a Usable FICO Score.....	23
CHAPTER 5.	MASTER COMMITMENTS .....	24
5.1	MASTER COMMITMENT OVERVIEW .....	24
5.2	ESTABLISHING A MASTER COMMITMENT .....	24
5.3	FILLING A MASTER COMMITMENT .....	25
5.4	AMENDING A MASTER COMMITMENT .....	25
5.5	CLOSING A MASTER COMMITMENT .....	26
CHAPTER 6.	DELIVERY COMMITMENTS .....	27
6.1	OVERVIEW .....	27
6.2	ESTABLISHING A DELIVERY COMMITMENT .....	27
6.2.1	Note Rate Range.....	29
6.3	EXTENDING A DELIVERY COMMITMENT .....	30
6.4	CLOSING A DELIVERY COMMITMENT .....	31
6.5	DELIVERY COMMITMENT FEES .....	31
6.5.1	Pair-off Fees .....	31
6.5.2	Price Adjustment Fees .....	32
6.5.3	Calculation of the Pair-off Fee and Price Adjustment Fee .....	32
CHAPTER 7.	MORTGAGE LOAN PURCHASE .....	33
7.1	GOVERNMENT MORTGAGE LOAN SEASONING REQUIREMENTS .....	33
7.2	DATA TO BE SUBMITTED .....	33
7.3	PURCHASE REQUIREMENTS .....	37
7.4	AMOUNT TO BE PAID .....	37
7.4.1	Payment Method .....	37
7.4.2	Reconciliation.....	38
7.4.3	Premium Pricing Reimbursement.....	38
7.4.4	Early Payment Default Breach .....	38
CHAPTER 8.	DOCUMENT DELIVERY TO THE MPF GOVERNMENT MBS CUSTODIAN .....	39
8.1	COLLATERAL FILE PACKAGE .....	39
8.1.1	New York Consolidation, Extension, and Modification Agreements (CEMA).....	40
8.1.2	Data Accuracy .....	40
8.2	DOCUMENT SAFEGUARDING .....	40
8.2.1	Transit Insurance .....	41

8.3	INITIAL CERTIFICATION REVIEW .....	41
8.3.1	Correction of Exception .....	42
8.3.2	Loan Not Eligible .....	42
8.4	FINAL CERTIFICATION .....	43
8.4.1	Required Documentation .....	43
8.4.2	Past Due Final Certifications .....	44
8.5	MPF GOVERNMENT MBS CUSTODIAN FEES AND SERVICE CHARGES .....	45
CHAPTER 9.	POST-CLOSING REQUIREMENTS .....	47
9.1	PAYMENTS AND CORRESPONDENCE .....	47
9.2	RESCISSION NOTICE .....	47
CHAPTER 10.	SERVICING REQUIREMENTS .....	48
10.1	SERVICING RETAINED .....	48
10.2	SERVICING RELEASED.....	48

## CHAPTER 1. INTRODUCTION

### 1.1 **MPF Government MBS Overview**

---

Under the MPF Government MBS product, the Federal Home Loan Bank of Chicago (“MPF Provider”) purchases eligible government insured and guaranteed mortgage loans from PFIs and holds the loans on its balance sheet for a period of time before issuing securities guaranteed by Ginnie Mae (GNMA), backed by a pool of MPF Government MBS mortgages. GNMA looks to the MPF Provider as the Issuer, to ensure all GNMA standards are met, including those pertaining to loan pooling eligibility, servicing and MBS bond administration, handling of funds, and reporting on loan performance. As a result, the MPF Provider requires PFIs and Servicers to ensure all applicable GNMA standards are met, as is more fully provided for in the applicable MPF Guides and Applicable Agreements.

### 1.2 **Applicability of MPF Government MBS Guides**

---

The MPF<sup>®</sup> Government MBS Selling Guide (“Selling Guide”), the MPF Program Guide, the MPF Government MBS Servicing Guide, product specific manuals, forms, exhibits, (together referred to herein as the “Guides”), and the Applicable Agreements apply to all Participating Financial Institutions (PFIs) and Servicers originating, delivering or servicing MPF Government MBS Mortgage Loans. This Selling Guide outlines the requirements and/or processes PFIs must follow to originate, underwrite, and deliver MPF Government MBS Mortgage Loans under the MPF Program. All MPF Government Mortgage Loans delivered under the MPF Program must meet these guidelines. PFIs must abide by the procedures, terms, and conditions set forth in this Selling Guide, as it may be amended from time to time. In the event of a conflict between the Selling Guide and applicable Government Agency requirements or Ginnie Mae MBS Guide requirements, the most restrictive requirement will apply.

For any topics not addressed in the Guides, including the MPF Program Guide, the MPF Government MBS Selling Guide, and the MPF Government MBS Servicing Guide, PFIs and Servicers must follow the requirements of the applicable Government Agency guides and the GNMA MBS Guide.

PFIs and Servicers are required to have policies and procedures that ensure they are aware of and timely implement any and all updates made by the MPF Program, applicable Government Agencies, and GNMA to any applicable guides, guidance or agreements.

Failure of a PFI to perform its obligations under either the Applicable Agreements or the Guides constitutes an Event of Default entitling the MPF Provider or MPF Bank to exercise all available remedies as provided in the Guides and Applicable Agreements.

## 1.3 PFI Eligibility

---

To sell MPF Government MBS Mortgage Loans to the MPF Provider, in addition to the PFI eligibility requirements of the Guides, a PFI must meet all the requirements listed below:

- PFI must be approved to originate and/or service mortgage loans (as applicable) by each applicable Government Agency insuring/guaranteeing the mortgage loans they are selling to or servicing for MPF Provider as MPF Government MBS loans, and be in good standing with each such Government Agencies (Note: a PFI approved only as an FHA loan correspondent is not eligible to delivery FHA loans into the MPF Program);
- To the extent that the PFI has been reviewed by a federal mortgage insurance or guaranty agency (i.e. FHA, VA, USDA), the PFI must have received an acceptable assessment during their most recent compliance review (if the PFI has not undergone a such a review, the MPF Bank or MPF Provider may request and evaluate the PFI's internal QC results, the MPF Provider's QC results, or choose to assess the PFI's eligibility with some other reasonable method of evaluation).
- PFI must not have principals or officers be the subject of any government debarment or HUD program exclusion, or have been subject to any such sanction within the ten (10) years preceding the submission of a request to establish an MPF Government MBS Master Commitment.

## 1.4 Repurchases

---

PFI and Servicers are responsible for ensuring all loans they deliver to, or service for, the MPF Program are compliant with all MPF Guide requirements, including applicable Government Agency and Ginnie Mae MBS guide requirements, and with all Applicable Laws, which include without limitation, predatory lending laws. A PFI which purchases loans to be delivered under the MPF Government MBS product is required to take steps to ensure that loans originated by third parties are in compliance with MPF Program requirements and all Applicable Laws, which include without limitation, predatory lending laws.

When a PFI or Servicer fails to comply with the requirements of the PFI Agreement, Guides, Applicable Law or terms of Mortgage Loan documents, the PFI or Servicer may be required to repurchase Mortgage Loans which are impacted by such failure, in addition to covering any related costs or losses incurred by the MPF Provider as a result of holding the Mortgage Loans.

PFI and Servicers do not have a unilateral right to purchase or repurchase Mortgage Loans. The Guides provide specific instances where a PFI or Servicer may purchase or repurchase an MPF loan.

Any purchase or repurchase by a PFI or Servicer must be pre-approved by the MPF Provider, and no steps to initiate a purchase or repurchase should be taken without the written approval or consent of the MPF Provider. The PFI/Servicer must submit requests for purchase or repurchase to the MPF Provider by contacting the Service Center. The MPF Provider reserves the right to refuse purchase or repurchase requests that are not specifically permitted in the MPF Guides or Ginnie Mae MBS Guides.

See additional purchase and repurchase requirements in MPF Program Guide Section 3.5 Purchase or Repurchase Requirements, and in the MPF Government MBS Servicing Guide.

## **1.5 Indemnification**

---

PFI and Servicer shall indemnify and hold harmless: (a) the MPF Bank; (b) the MPF Provider; (c) the Master Servicer; (d) Ginnie Mae; and (e) the officers, directors, employees, agents and affiliates of the MPF Bank, MPF Provider, Master Servicer and Ginnie Mae from and against any and all claims, losses, damages, judgments, penalties and any other costs, fees, and expenses (including reasonable attorneys' fees and court costs) arising out of, based upon, or relating to: (i) a breach by the PFI or Servicer, its officers, directors, employees or agents of any representation, warranty or covenant contained in the Applicable Agreement and the Guides, or any failure to disclose any matter that makes any representation or warranty misleading or inaccurate, or any inaccuracy in material information furnished by the PFI or Servicer; (ii) a breach of any representation, warranty or covenant, failure to disclose, or inaccuracy in information furnished by the PFI or Servicer regarding itself; or (iii) a violation of Applicable Law or MPF Program requirements.

In addition, the PFI or Servicer, as applicable, shall provide legal representation on behalf of the indemnified parties in connection with any legal proceeding involving a Mortgage Loan. Neither an indemnified party nor the holder of a related security shall be liable for any attorneys' fees, court costs or other expenses incurred in connection with such litigation, except to the extent that the attorneys' fees, court costs or other expenses result from the negligence or wrongful misconduct of the party entitled to indemnification. Any judgment against the MPF Bank, MPF Provider, Master Servicer, Ginnie Mae or their officers, directors, employees, agents and affiliates shall be satisfied by the PFI or Servicer, as applicable, as a recoverable advance, except to the extent that the judgment results from the negligence or wrongful misconduct of the party entitled to indemnification.

## CHAPTER 2. MORTGAGE ELIGIBILITY

### **2.1 Mortgage Loan Eligibility and Underwriting Requirements**

---

To be eligible for delivery as an MPF Government MBS loan, a mortgage loan must meet the MPF Program's loan eligibility requirements and it must:

- Comply with the applicable Government Agency's standards, including loan eligibility and underwriting requirements;
- Comply with Ginnie Mae MBS Guide loan eligibility requirements;
- Comply with all Applicable Laws; (See also [MPF Program Guide Chapter 7](#));
- Be a one-to-four family fully amortizing fixed rate mortgage loan; and
- Be and remain insured or guaranteed until payoff or liquidation of the loan as follows:
  - FHA insured Mortgage Loans;
  - VA guaranteed Mortgage Loans; or
  - RHS Section 502 guaranteed Mortgage Loans.

#### **2.1.1 Eligible Borrowers**

Eligible Borrowers are those established by the applicable Government Agency.

#### **2.1.2 Eligible Property Types**

Eligible property types are one- to- four family units that meet the property eligibility guidelines established by the applicable Government Agency.

#### **2.1.3 Ineligible Products or Attributes**

- Adjustable rate
- Balloon payments
- HUD 184
- Buydowns
- HPML/Section 32
- Interest only
- Graduated payments
- Negative amortization
- Loans with Prepayment Penalties
- VA Texas 50(a)(6)
- Home Equity Line of Credit (HELOC)

- Mortgage loans not in first lien position
- FHA Title I
- FHA 203K
- Modified loans (i.e. mortgage loans with material modifications after closing, other than resulting from principal curtailment, that changed any of the loan terms or attributes reflected in the original Note, such as changes to the original loan amount, interest rate, final maturity, or product structure) or re-performing loans
- VA Vendee
- Investment properties
- Co-ops
- Condotels
- Non-warrantable condominiums
- Timeshares
- Manufactured homes
- High LTV VA cash-out refinance loans (LTV >90%)

## **2.1.4 Properties Impacted by a Major Disaster**

PFI's are required to follow the applicable Government Agency requirements as to originating loans for properties or borrowers impacted by a Major Disaster.

## **2.1.5 Re-Amortized Mortgage Loans**

Mortgage loans that are re-amortized due the application of a principal curtailment received from the Borrower are eligible for delivery provided the re-amortization was completed in accordance with the Ginnie Mae Guides and meets the applicable Government Agency requirements. PFI's must include the fully executed re-amortization documentation at the time of delivery to the MPF Program.

## **2.2 Maximum Loan Limits**

---

The maximum loan limits for MPF Government MBS Mortgage Loans are shown below and represent the maximum permissible loan amount eligible for securitization in 2024 calendar year (i.e., MBS issuance dates January 1, 2024 through December 1, 2024) net of any financed mortgage insurance premium or funding fee as reflected on the Note, unless a lower amount is required by the applicable Government Agency.



Number of Units	Maximum Original Loan Amount for MPF Government MBS Mortgage Loans (Properties in Contiguous States, District of Columbia & Puerto Rico)	Maximum Original Loan Amount for MPF Government MBS Mortgage Loans (Properties in Alaska, Guam, Hawaii & Virgin Islands)
1	\$766,550	\$1,149,825
2	\$ 981,500	\$1,472,250
3	\$1,186,350	\$1,779,525
4	\$1,474,400	\$2,211,600

The minimum loan amount for MPF Government MBS Mortgage Loans is \$25,000.

### 2.3 Maximum LTV/TLTV

The maximum LTV and TLTV limits for MPF Government MBS Mortgage Loans are those established by the applicable Government Agency.

### 2.4 Additional VA Mortgage Loan Requirements

All VA Mortgage Loans delivered under the MPF Government MBS Product must comply with the following additional requirements:

- The amount of cash down payment plus the amount of available VA guaranty must equal at least 25% of (a) the purchase price of the property, or (b) the Certificate of Reasonable Value (CRV), whichever is less. The funding fee charged by VA must not be included in this calculation. The cash down payment must also include the amount, if any, by which the purchase price exceeds the CRV. Mortgage Loans for the simultaneous purchase of a home and energy conservation improvement are based solely on the CRV amount. The cash down payment may not be derived from a second mortgage on the property.
- The Mortgage Loan amount may exceed the CRV amount only if the VA funding fee is included in the Mortgage Loan and only to the extent of the funding fee. The unpaid Principal Balance of the VA Mortgage Loan may be greater than the current conforming loan limit and still be eligible for delivery under the MPF Government MBS product.

- If there are co-Borrowers on a Mortgage Loan (other than a spouse) and one or more of the Borrowers do not have VA eligibility (i.e., veterans/non-veterans joint mortgages) the Mortgage Loan is eligible to be delivered under the MPF Government MBS Mortgage product if the 25 percent requirement of VA guaranty plus cash/equity is met. The cash requirement may be satisfied by either cash or “equity” which is the positive difference between the amounts specified in the CRV and the new Mortgage Loan amount.

## **2.5 Government Loan Streamline Refinance and Cash-Out Refinance**

---

Cash-out refinance loans, FHA streamlined refinance loans, VA Interest Rate Reduction Refinance Loans (IRRRLs), and RHS streamlined refinance loans are eligible for delivery under the MPF Government MBS product, provided that they comply with all MPF Program and applicable Government Agency requirements for Government Loans, and MPF Government MBS seasoning requirements.

- For cash-out refinance loans and streamlined refinance loans:
  - the borrower must have made at least six (6) consecutive monthly payments on the loan being refinanced, beginning with the payment made on the first payment due date; and
  - the first payment due date of the refinanced loan occurs no earlier than 210 days after the first payment due date of the initial loan.
- Effective August 1, 2019 all VA refinance loans (IRRRL and non-IRRRL) must meet the following criteria in order to be delivered to the MPF Program:

The Note date of the refinance loan must be on or after the later of:

- the date that is 210 days after the first payment due date of the loan being refinanced; and
- the date on which the Borrower has made at least six (6) full monthly payments on the Mortgage Loan being refinanced.

Documentation supporting the payment activity on the previous loan must be maintained in the Mortgage Loan File.

For all Government Mortgage Loan streamline refinances, Borrower and Co-Borrower income must be collected and delivered for the purpose of Loan Presentment, regardless of the requirements of the Government Agency that insures or guarantees the loan. The MPF Program does not require the income be used to qualify the Borrower(s) if the Government Agency does not require its use for qualification purposes.

## 2.6 Permitted Underwriting Methods

---

This section contains guidance for underwriting methods to be used for Government Mortgage Loans.

### 2.6.1 FHA Mortgage Loans

FHA Mortgage Loans may be underwritten manually in compliance with the requirements of the MPF Selling Guide as well as FHA requirements, or underwritten using DU or LP as described below.

#### 2.6.1.1 DU Underwritten FHA Mortgage Loans

Any FHA Mortgage Loan underwritten using DU must comply with the following requirements:

- DU for FHA Mortgage Loans must include the Underwriting Findings report(s) in the file;
- All conditions and requirements identified through DU must be included in the file; and
- Files must be packaged in accordance with FHA published requirements.

Any FHA Mortgage Loan underwritten using DU must comply with the terms of the FHA Lenders Handbook and Fannie Mae's Desktop User Guide.

Any FHA Mortgage Loans underwritten using DU, except a Streamline Refinance and assumption, must be scored through TOTAL Mortgage Scorecard. TOTAL Mortgage Scorecard is not an AUS, but a scorecard that interfaces with an AUS such as DU, and provides a Feedback Certificate/Finding Report. The TOTAL Mortgage Scorecard Feedback Certificate/Finding Report used in the underwriting decision must be included in the FHA case binder. All data entered into the AUS must be verified as accurate and complete, and the entire mortgage application must comply with all FHA requirements.

#### 2.6.1.2 LP Underwritten FHA Mortgage Loans

Any FHA Mortgage Loans underwritten using LP must comply with the following requirements:

- LP files must include:
  - Loan Prospector Feedback Certificate;
  - All documents as indicated by the Loan Prospector Feedback Certificate, including all conditions; and
  - Indication of "Freddie Mac LP" on the completed loan submission summary report.

Any FHA Mortgage Loan, except a Streamline Refinance and assumption, must be scored through TOTAL Mortgage Scorecard. TOTAL Mortgage Scorecard is not an AUS, but a scorecard that interfaces with an AUS such as LP, and provides a Feedback Certificate/Finding Report. The TOTAL Mortgage Scorecard Feedback Certificate/Finding Report used in the underwriting decision must be included in the FHA case binder. All data entered into the AUS must be verified as accurate and complete, and the entire mortgage application must comply with all FHA requirements.

## **2.6.2 VA Mortgage Loans**

VA Mortgage Loans may be underwritten manually in compliance with the requirements of the MPF Selling Guide as well as VA requirements or underwritten using DU or LP as described below.

### **2.6.2.1 DU Underwritten VA Mortgage Loans**

Any VA Mortgage Loan underwritten using DU must comply with the terms of the VA Lenders Handbook and Fannie Mae's DU requirements.

Any VA Mortgage Loan underwritten using DU must include the Underwriting Reporting in the Mortgage Loan File as well as meet all conditions and requirements identified by DU.

### **2.6.2.2 LP Underwritten VA Mortgage Loans**

Any VA Mortgage Loan underwritten using LP must comply with the terms of the VA Lenders Handbook and the Freddie Mac LP requirements.

LP files must include:

- Loan Prospector Feedback Certificate;
- All documents as indicated by the Loan Prospector Feedback Certificate, including all conditions; and
- Indication of "Freddie Mac LP" on the completed loan submission summary report.

## **2.7 Government Mortgage Insurance**

---

Government Mortgage Loans must maintain the insurance or guaranty from the applicable Government Agency. If any premium is not paid to the Government Agency when due, or if the insurance or guarantee is canceled by the Government Agency for any reason, the MPF Provider or MPF Bank may:

- Require repurchase of the Mortgage Loan; or
- Advance the premium on behalf of the PFI and debit the PFI's DDA for the amount of the advance.

## CHAPTER 3. MORTGAGE LOAN DOCUMENT EXECUTION AND RETENTION

This chapter describes which documents must be retained in the Mortgage Loan File, as well as the requirements for executing certain Closing documents.

### 3.1 Mortgage Loan File Contents

---

The Mortgage Loan File must be maintained in accordance MPF Program Requirements. All documents that demonstrate compliance with all Applicable Standards and MPF Program Requirements must be included in the Mortgage Loan File. All documents in the Mortgage Loan File must be legible.

#### 3.1.1 Closing Documents

The following Closing documents must be retained in the Mortgage Loan File:

- A copy of the front and back of the Note showing all endorsements, any applicable addenda and allonges, and any related modification or Assumption/Release of Liability instrument;
- POA (if applicable) attached to the copy of the Note;
- The original Security Instrument, complete with recording notation and any applicable riders and addenda. In jurisdictions where Applicable Law or common practice requires the presentation of the original Security Instrument to obtain a release, a certified copy of the original Security Instrument complete with recording notation must be retained in the file;
- A copy of all Assignments of the Security Instrument with any applicable riders and any documents that modify the mortgage terms;
- The final, fully executed Settlement Statement detailing all costs to the home buyer and seller;
- Closing instructions;
- All disclosures required under Applicable Law;
- The following insurance documentation is required:
  - The original mortgage or guaranty insurance certificate;
  - Title policy;
  - Plat of survey or title insurance that provides coverage over "matters of survey"
  - Current, endorsed property insurance policy, or suitable evidence of insurance, obtained at Closing;

- Flood zone determination; and
- Flood insurance policy (if required); and
- All flood insurance documents necessary to comply with Applicable Standards.

### 3.1.2 Underwriting Documents

The following underwriting documentation must be retained in the Mortgage Loan File:

- Uniform Residential Loan Application (must be a version of the FNMA Form 1003 / FHLMC Form 65 that is acceptable to the applicable Government Agency);
- A credit report meeting the requirements of this Selling Guide and which shows valid credit scores. For a Mortgage Loan originated in a jurisdiction that requires a Borrower's consent to obtain the Borrower's credit information (report), this consent must be included in the Mortgage Loan File, and must extend to the Originator's successors and assigns and/or to subsequent investors and Servicers;
- Verification of Employment and Income;
- Verification of all sources of cash or other equity or assets utilized for down payment, prepaid items, closing costs, financing costs, and reserves;
- An intelligible payment history for the Mortgage Loan is required beginning with the Closing date of the Mortgage Loan;
- Verification of the Borrower's housing payment history;
- A completed Uniform Underwriting and Transmittal Summary (most current version of FNMA Form 1008 / FHLMC Form 1077) is required for manually underwritten Mortgage Loans;
- A written explanation fully supporting the underwriting decision is required when there are any special or extenuating circumstances;
- The Uniform Residential Appraisal Report;
- Automated Underwriting System Certificate for loans underwritten with DU or LP; and

- For Mortgage Loans with subordinate financing, the following documents must be retained in the Mortgage Loan File:
  - A copy of the subordinate Note;
  - A copy of the subordinate Security Instrument; and
  - A copy of Settlement Statement or HELOC closing statement, as applicable.

In addition, PFIs must review the Mortgage Loan File to ensure that a Supplement Consumer Information Form (SCIF) (Fannie Mae/Freddie Mac Form 1103) is retained and upon request PFIs must be able to provide the form and any data elements collected to the MPF Bank or MPF Provider if requested. PFIs must ensure they comply with any additional applicable Government Agency requirements and/or Investor requirements.)

### 3.1.3 Special Purpose Documents

The following special purpose documents must be retained in the Mortgage Loan File, if applicable:

- For New York Consolidation, Extension, and Modification Agreements (CEMA) loans, the original previous Notes and the gap Note listed on Exhibit A of the FNMA/FHLMC Form 3172.
- A legible signed copy of the sales contract, or an equivalent document, is required for purchase transactions.
- The original buydown agreement and evidence of the total amount of Buydown Funds, property interested party contributions, and the calculation of the Principal and Interest Payments are required, if applicable.
- A Satisfactory Completion Certificate (FNMA Form 1004D / FHLMC Form 442), or equivalent, is required to be completed and maintained in the Mortgage Loan File when the Appraisal is made subject to conditions.
- The legal opinion, if any, addressed to the Originator, the MPF Provider, and the MPF Bank, unconditionally confirming the legal conclusions in the certification of compliance with the warranties of condominium or PUD projects.
- If the Mortgaged Property is dependent upon assurance of an adequate supply of water from a water or irrigation company that supplies water only to its shareholders, the Mortgage Loan File must contain a stock certificate, duly endorsed to the MPF Provider, entitling the property owner to an adequate supply of water.
- If the Mortgaged Property is secured by existing subordinate financing, the Mortgage Loan File must contain a copy of the executed note, trust deed, and subordination agreement.

- If the Mortgaged Property is secured by new subordinate financing, the Mortgage Loan File must contain a copy of the note executed at closing on the subordinate financing, if available.

### **3.1.4 Access to Records**

Upon request, the PFI must deliver all Mortgage Loan records and documents to the MPF Bank or MPF Provider. Each Mortgage Loan File must be clearly identified. If the records have been microfilmed or otherwise condensed, the PFI must reproduce them at its own expense. The MPF Provider will not execute any trust receipts for documents it requests and will not participate in, or provide compensation for, their delivery.

## **3.2 Document Execution**

---

This section details the requirements for executing certain Mortgage Loan documents.

### **3.2.1 Instruments and Notes**

For Government Mortgage Loans, forms specified by the applicable Government Agency must be used. No modifications to any Security Instrument or Note is permitted other than as required by the applicable Government Agency or by law.

### **3.2.2 Security Instrument Preparation**

The Security Instrument must be properly executed, acknowledged and recorded in all places required to perfect a first lien security interest in the Mortgaged Property in favor of the Mortgagee.

These actions must be completed by the PFI at its own expense and include actions necessary to conform with the local practice and state law, or to fulfill a request from the MPF Bank, MPF Provider or MPF Government MBS Custodian. The PFI must inform the MPF Government MBS Custodian of any material changes to these requirements as they occur.

### **3.2.3 Assignment Preparation**

The Assignment must meet the following requirements:

- The Assignment must not contain any statement to the effect that the Assignment is “without recourse”. Any statement in the Assignment to the effect that the Assignment is made with recourse will in no way affect the PFI's delivery or repurchase obligations under the PFI Agreement;
- Must not be dated prior to the Note;
- Must include the date of the Security Instrument;
- Must include the Mortgaged Property's legal description or the property address; and



- The PFI must ensure the Assignments of the Security Instrument are prepared and completed for each applicable condition as follows:
  - Recordable But Unrecorded Assignments - The PFI must prepare and execute an Assignment of the Security Instrument "in blank" in recordable form. The PFI must not record this Assignment;
  - Intervening Assignments - If the PFI is not the original Mortgagee on the Security Instrument, the chain of Assignments must be complete and recorded from the original Mortgagee to the PFI. If the PFI concurrently or subsequently transfers the Servicing Rights, an Assignment must be completed to the new Servicer, thus keeping the chain complete; and
  - States without Recorded Assignments - If a state does not accept or require Assignments for recordation, the PFI must provide a copy of an attorney's opinion maintained with the unrecorded Assignment, stating that the law in the state does not permit or require recordation of Assignments of the Security Instrument.

The MPF Provider or the MPF Bank reserves the right to require that the recordable Assignment be recorded at any time.

The PFI agrees to complete and record any Assignment necessary at its own expense to transfer the Security Instrument to the MPF Provider or its assignee, designee or transferee.

### **3.2.4 Note Preparation**

The Note must be prepared in accordance with the following requirements:

- The Note must be signed by any individual whose income or financial strength is used in the underwriting process;
- The Note Rate must be indicated in one-eighth percent (0.125%) increments. Examples of eligible Note Rates are: 5.375%, 5.625%, or 5.125%.

## Note Endorsement

The PFI must endorse the Note must be endorsed "in blank" as follows:

PAY TO THE ORDER OF WITHOUT RECOURSE (Name of PFI) (Signature of authorized officer) (Typed name and title of authorized officer)
---

For loans sold under an MPF Government MBS Servicing Released Master Commitment, the PFI must endorse the Note to the Federal Home Loan Bank of Chicago.

This endorsement "without recourse" will in no way affect the PFI's obligations under the PFI Agreement.

The original payee on the Note may not delegate to an attorney-in-fact its authority to execute a Note endorsement. An authorized signer that is an employee of the original payee must execute the Note endorsement.

If the PFI is not the original payee on the Note, then the chain of endorsements must be proper and complete from the original payee shown on the Note to the PFI.

### **Use of an Allonge**

An allonge to the Note may be used for the endorsement if the following requirements are met:

- If the allonge is dated, the endorsement must be dated on or after the Note date;
- The allonge must be permanently affixed to the Note;
- The allonge must identify the associated Note by referencing:
  - The Note date;
  - Borrower(s) name(s);
  - Note amount;
  - Mortgage Property Address.
- The form of the allonge, and its use, complies with all Applicable Laws; and
- The use of the allonge does not impair the MPF Provider's or Ginnie Mae's status as a "holder in due course" or any of the MPF Provider's or Ginnie Mae's rights.

## 3.2.5 Power of Attorney

When the Borrower has designated an individual to act as attorney-in-fact by granting a Power of Attorney (POA), the POA must be notarized and dated on or before the Note date. The POA must specifically grant the attorney-in-fact the power to act in the transaction, either by specifically describing the applicable transaction or by generally describing the type of transaction. The original POA must be attached to and delivered with the Note, unless:

- It is recorded with the Security Instrument, in which case a certified copy of the POA must be attached to the Note; or
- The signatory used a general POA to sign the Note and the signatory needs the general POA for other legal documents, in which case a certified copy of the POA must be attached to the Note.

## 3.2.6 Facsimile Signatures

If facsimile signatures are used to endorse the Note, the documentation described below must be provided as evidence that such endorsements are valid in relevant states, are authorized by appropriate corporate action, and are valid and enforceable. The following documentation is required:

- A copy, certified by the PFI's secretary or other authorized officer, of the resolution by the PFI's board of directors: (i) authorizing specific officers to use their facsimile signatures to endorse Notes; (ii) stating that such facsimile signatures by the authorized officer will be a valid and binding act by the PFI; and (iii) authorizing the PFI's secretary or other appropriate officer to certify the validity of the resolution, the names of the officers authorized to endorse Notes using their facsimile signatures and the authenticity of specimen forms of facsimile signatures;
- A notarized "certification of facsimile signature", which includes both the facsimile and the original signatures of the signing officer(s) and each officer's certification that the facsimile is a true and correct copy of his or her original signature; and
- Legal opinions from the PFI's counsel indicating that facsimile signatures are valid for each jurisdiction in which the PFI uses them.

Additionally, the PFI must indemnify and hold the MPF Bank and MPF Provider harmless against any claims, losses, judgments, costs and expenses, including reasonable attorneys' fees, arising from the invalidity of its use of facsimile signatures. The PFI must provide a copy of all documentation to the MPF Provider and must retain a copy in its records.

## 3.2.7 MERS Registration

The PFI must comply with the requirements of the Mortgage Electronic Registration System (MERS) Membership Agreement if it is a MERS Member and delivers Mortgages registered in MERS to the MPF Provider.

If any requirement of the MERS Membership Agreement is in conflict with the requirements of the Selling Guide, the PFI must comply with the requirements of the Selling Guide.

If a Mortgage has been registered with MERS, no Assignment from the PFI is required. However, the PFI must immediately register with MERS that the investor for that Mortgage is "Org ID 1000491".

If MERS is the original Mortgagee (a MOM loan), a certified copy of the Security Instrument showing MERS as the original Mortgagee must be delivered to the MPF Government MBS Custodian.

### Use of MERS Rider in Specified Geographic Areas

In the states listed below, use of the MERS Rider (Fannie Mae/Freddie Mac Form 3158) is required when a newly originated Mortgage will be registered with MERS. In addition, the instructions to the MERS Rider must be followed in order to make changes to the standard Security Instruments for the following states:

- Montana;
- Oregon; and
- Washington

As the MERS Rider must be used in these specified states, post-closing assignments into MERS are prohibited.

The new rider and instructions are available on the Single-Family Riders & Addenda page at <https://www.fanniemae.com/singlefamily/riders-addenda>. The instructions are under the "Summary" link for the Form 3158.

## 3.2.8 Electronic Signatures

Electronic signatures are acceptable provided the document is permitted to be electronically signed by applicable laws and the MPF Program, including the requirements provided in MPF Program Guide Section "7.4 Electronic Signatures in Global and National Commerce Act (E-SIGN)".

In addition to the above requirements, PFIs must ensure that recording offices (if document is meant to be recorded), and all guarantor, insurer, Investor, or Government Agency (as applicable) permit electronic signatures and their requirements for the use of such electronic signatures are met.

### **3.2.9 Notarization Standards**

Certain loan documents and instruments may require notarization under applicable laws to allow for either recognition, enforcement, or recordation of the loan document or instrument. PFIs must ensure the notarization complies with applicable laws, MPF Program requirements, recording offices (if document is meant to be recorded) requirements, and all guarantor, insurer, Investor, or Government Agency (as applicable) requirements.

For the MPF Program requirements refer to MPF Program Guide section – “7.4.2 “Notarization Standards”.

## CHAPTER 4. LOAN PRESENTMENT

This chapter addresses the requirements for submitting a Mortgage Loan for Loan Presentment.

### 4.1 Loan Presentment Overview

The Mortgage Loan must be submitted for Loan Presentment prior to delivery. The Loan Presentment Request (Form OG3) must be completed and submitted electronically via the eMPF website or via secure email to MPF-Help@fhfbc.com.

#### 4.1.1 Submission

Secure emails will be accepted any time and will be processed each Business Day between 8:30 A.M. and 3:30 P.M. Central Standard Time. A Loan Presentment Request received via the eMPF Website will be accepted 7 days per week, including holidays, between 6:00 A.M. and 8:00P.M. Central Time, except when system maintenance is necessary and the eMPF Website is not available. Note that during non-business hours and on holidays and weekends, MPF Service Center staff will not be available to provide assistance to PFIs who may experience problems with their Loan Presentments. If problems occur, PFIs need to contact the MPF Customer Support Desk for assistance the next Business Day.

#### 4.1.2 Special Instructions

In limited instances where a loan originator may be exempt from licensing or registration under the de minimus exception of the SAFE Act and does not have a loan originator identifier through NMLS, the PFI should populate all applicable data fields related to an NMLS license number, including the OG3, with a value of "1000".

For the purpose of Loan Presentment, the TLTV must be calculated using the full HELOC limit, even if undrawn.

The following table provides an example of how to calculate the TLTV for Loan Presentment:

1) First Mortgage Amount	2) Full HELOC Limit	3) Outstanding HELOC Amount	4) Mortgaged Property Value	TLTV (1+2) / 4
\$50,000.00	\$40,000.00	\$10,000.00	\$100,000.00	90%

## 4.1.3 Resubmission

If any of the Loan Presentment data changes after submission, the PFI must re-submit the Loan Presentment data. For a resubmission, only the data that has changed since the last submission should be submitted.

For Government Mortgage Loans, the most recent Loan Presentment submission is considered the only valid data.

## 4.1.4 Inability to Obtain a Usable FICO Score

Credit repositories are unable to provide FICO scores to the Originator when:

- No file is found; or
- There is a match, but there is insufficient credit data to calculate a FICO score (known as a “thin file”).

In the case where only a thin file can be obtained, the loan must be submitted for Loan Presentment, and the PFI must indicate “thin file” in place of a FICO score.

## CHAPTER 5. MASTER COMMITMENTS

This chapter describes the requirements for establishing, filling, and closing a Master Commitment.

### 5.1 Master Commitment Overview

---

A Master Commitment is an agreement between the PFI and the MPF Bank which defines the terms under which the MPF Bank will purchase a pool of Mortgage Loans delivered by the PFI. A Master Commitment must be completed and signed by an authorized party of the PFI in accordance with the PFI Agreement, and must be signed as accepted by the MPF Bank. All MPF Government MBS Master Commitments are assigned to the MPF Provider, requiring PFIs to sell MPF Government MBS mortgage loans to the MPF Provider.

The signing of a Master Commitment does not require the PFI to originate or sell any mortgages under the agreement, but it does constitute the PFI's best efforts commitment to deliver mortgages to the MPF Provider. The MPF Provider reserves the right to limit the number and/or total dollar amount of Master Commitments.

### 5.2 Establishing a Master Commitment

---

Master Commitments must be established for each distinct Mortgage Loan type and distinct remittance type.

When establishing a Master Commitment, the PFI and the MPF Bank, or MPF Provider must determine and/or be aware of the following:

- The estimated number and dollar amount of Mortgage Loans it believes it will deliver to the MPF Provider over the term of the Master Commitment (The estimated dollar amount of Mortgages will be shown as the amount of the Master Commitment);
- The remittance type for the Master Commitment (actual/actual, actual/actual single remittance or scheduled/scheduled);
- The initial term of the Master Commitment (the term must be at least three (3) months and, at the discretion of the MPF Bank, may be up to five years with a renewal term of up to an additional five years).
- Whether Servicing of the Mortgage Loans will be retained, or sold concurrently with the sale of Mortgage Loans.



The following combinations of Mortgage Loan types are not allowed within the same Master Commitment and require separate Master Commitments:

- Conventional Loans may not be combined with Government Loans;
- HUD Section 184 loans may not be mixed with any other Government or Conventional Loans;
- RHS Section 502 loans may not be mixed with any other Government or Conventional Loans; and
- Remittance types (actual/actual, actual/actual single remittance, and scheduled/scheduled) may not be combined.

### **5.3 Filling a Master Commitment**

---

The Master Commitment gets filled when Delivery Commitments are obtained under the Master Commitment and when Mortgage Loans are delivered under the Delivery Commitments.

The PFI must assign each Delivery Commitment to a specific open Master Commitment. A Master Commitment is open for the issuance of a new Delivery Commitment as long as the sum of open

Delivery Commitments and the Mortgage Loans already delivered under the Master Commitment is less than the Master Commitment amount.

### **5.4 Amending a Master Commitment**

---

The PFI may request that the MPF Bank amend an open Master Commitment at any time. Any Master Commitment amendment made by the MPF Bank will be made at the MPF Bank's sole discretion.

Amendments may be requested to:

- Change the size and term of the Master Commitment; or
- Extend the expiration date of the Master Commitment.

Amendment requests are subject to the following conditions:

- Requests for amendments must be accompanied by complete information and supporting data;
- No request for amendment may be made which would affect a Mortgage Loan or Delivery Commitment already assigned to a specific Master Commitment.

## 5.5 Closing a Master Commitment

---

A Master Commitment is closed when any of the following occurs:

- The sum of open Delivery Commitments and the Mortgage Loans delivered under the Master Commitment equals or exceeds the Master Commitment amount; or
- The Master Commitment term has expired.

## CHAPTER 6. DELIVERY COMMITMENTS

This chapter describes the requirements for establishing, filling, and closing a Delivery Commitment.

### 6.1 Overview

---

A Delivery Commitment is an agreement between the PFI and the MPF Bank and MPF Provider that defines the Note Rate, premium or discount, Closing time interval, product type, total dollar amount, and other terms pertaining to the purchase of Mortgage Loans under the terms of the corresponding Master Commitment.

All MPF Government MBS related Delivery Commitments are mandatory and may be filled with a single Mortgage Loan or multiple Mortgage Loans.

A Delivery Commitment cannot be assigned to a closed Master Commitment, nor reassigned to another Master Commitment.

### 6.2 Establishing a Delivery Commitment

---

By 8:30 A.M. Central Time each Business Day, the MPF Provider will publish electronically on the eMPF<sup>®</sup> Website, the Rate and Fee Schedules for each remittance type, if available from the MPF Bank and MPF Provider. Each individual Rate and Fee Schedule posted will have a unique schedule number.

Posted Rate and Fee Schedules expire at 3:30 P.M. Central Time on the date of issue. The MPF Provider may cancel, withdraw and/or reissue the Rate and Fee Schedules at any time during the Business Day. Each new issue of a Rate and Fee Schedule will be assigned a new unique schedule number and will be published electronically as indicated above.

The Rate and Fee Schedules posted directly by the MPF Provider on the eMPF Website provide indicative pricing and do not constitute an offer by the MPF Bank to the PFI for a Delivery Commitment.

At any time between 8:30 A.M. Central Time and 3:30 P.M. Central Time, the PFI may obtain a Delivery Commitment using the following methods:

- For Delivery Commitments less than \$10 Million, the PFI may utilize the eMPF Website; or
- For Delivery Commitments greater than or equal to \$10 Million, the PFI must contact the MPF Servicer Center. All telephone conversations relative to obtaining a Delivery Commitment will be tape-recorded.

## MPF<sup>®</sup> Government MBS Selling Guide

The PFI will supply the following information to the MPF Provider:

- PFI name and number (if via telephone);
- The name of the person calling and authorized to obtain a Delivery Commitment (if via telephone);
- The number of the Master Commitment to which the Delivery Commitment is to be assigned;
- The Rate and Fee Schedule number, and associated product type and delivery period;
- The Note Rate for the Delivery Commitment; and
- The Delivery Commitment amount.

The PFI is required to make specific representations and warranties when requesting a Delivery Commitment for certain MPF Mortgage Products.

The MPF Provider will verify the following information:

- The referenced Rate and Fee Schedule is still valid; and
- The referenced Master Commitment is open and the remaining amount equals or exceeds the amount of the Delivery Commitment.

If the above items are confirmed, the MPF Provider will assign a Delivery Commitment number and issue a binding Delivery Commitment. The terms of each Delivery Commitment will be confirmed with the PFI on the day of issuance via on-screen notification and e-mail.

## 6.2.1 Note Rate Range

For each MPF Government MBS Delivery Commitment, all the associated Note rates included must be provided in one-eighth percent increments (0.125%) at the time the Mortgage Loans are delivered to the MPF Provider by the PFI.

Note Rate (X denotes any integer)	Note Rate Change (see MPF Government MBS Selling Guide section <a href="#">3.2.4</a> for acceptable increments)
X.000%	Minus (-) 0.250% and Plus (+) 0.125%
X.125%	Minus (-) 0.375% and Plus (+) 0.000%
X.250%	Minus (-) 0.000% and Plus (+) 0.375%
X.375%	Minus (-) 0.125% and Plus (+) 0.250%
X.500%	Minus (-) 0.250% and Plus (+) 0.125%
X.625%	Minus (-) 0.375% and Plus (+) 0.000%
X.750%	Minus (-) 0.000% and Plus (+) 0.375%
X.875%	Minus (-) 0.125% and Plus (+) 0.250 %
X.000%	Minus (-) 0.250% and Plus (+) 0.125%
X.125%	Minus (-) 0.375% and Plus (+) 0.000%

Further examples substituting four (4) or five (5) for X:

Sample Note Rate	Note Rate Range (see MPF Government MBS Selling Guide section <a href="#">3.2.4</a> for acceptable increments)
4.000%	3.750% to 4.125%
4.125%	3.750% to 4.125%
4.250%	4.250% to 4.625%
4.375%	4.250% to 4.625%
4.500%	4.250% to 4.625%
4.625%	4.250% to 4.625%
4.750%	4.750% to 5.125%
4.875%	4.750% to 5.125%
5.000%	4.750% to 5.125%
5.125%	4.750% to 5.125%

### 6.3 Extending a Delivery Commitment

A Delivery Commitment may be extended prior to its expiration by contacting the MPF Service Center or via the eMPF website. The extension is in one-day increments up to a maximum of thirty (30) Calendar Days. A Delivery Commitment extension fee will be assessed for each extension. The Delivery Commitment must have delivery capacity available in order to be extended.

## 6.4 Closing a Delivery Commitment

---

A Delivery Commitment is closed on the applicable expiration date or on the date the Delivery Commitment is filled, whichever occurs first.

A Delivery Commitment is considered filled when Mortgage Loans aggregating the maximum permitted dollar amount have been delivered. The maximum permitted dollar amount is the greater of:

- 101% of the original Delivery Commitment amount; or
- The original Delivery Commitment amount plus \$100,000.

Price adjustment fees may apply when the aggregate principal amount of the Mortgage Loans delivered under the Delivery Commitment is greater than the Delivery Commitment amount at expiration.

No Mortgage Loan may be delivered under a Delivery Commitment if it would cause that Delivery Commitment to exceed the maximum permitted dollar amount.

## 6.5 Delivery Commitment Fees

---

This section describes the fees that may be assessed in relation to a Delivery Commitment.

### 6.5.1 Pair-off Fees

For each Delivery Commitment of greater than \$2 Million or for each MPF Government MBS Mortgage Delivery Commitment of any amount, the PFI will be assessed a Pair-off Fee at expiration when the aggregate principal amount of the Mortgages delivered under a Delivery Commitment amount is less than ninety-nine percent (99%) of the original Delivery Commitment amount. The Pair-off Fee will be calculated on the difference between the aggregate principal amount of the Mortgages actually purchased by the MPF Provider and ninety-nine percent (99%) percent of the original Delivery Commitment amount.

The Pair-off Fee will be calculated as of the close of business on the expiration date of the Delivery Commitment.

### **Reduced Delivery Commitments**

The PFI may reduce the amount of a Delivery Commitment prior to the expiration of that Delivery Commitment. For all Delivery Commitments which are reduced, a Pair-off Fee will be calculated on one hundred percent (100%) of the reduction amount of the Delivery Commitment.

The reduction amount of the Delivery Commitment is the amount of the existing Delivery Commitment less the amount of the reduced Delivery Commitment. The Pair-off Fee will be calculated at the time of the reduction.

## 6.5.2 Price Adjustment Fees

For each MPF Government MBS Mortgage Delivery Commitment of any amount, the PFI will be assessed a Price Adjustment Fee when the aggregate principal amount of the Mortgages delivered under a Delivery Commitment amount is greater than one hundred-five percent (101%) of the Delivery Commitment amount at expiration. The Price Adjustment Fee will be assessed at expiration and calculated on the difference between the aggregate principal amount of the Mortgages actually funded or purchased by the MPF Bank and one hundred-one percent (101%) of the original Delivery Commitment amount at expiration.

The Price Adjustment Fee will be calculated as of the close of business on the date that the aggregate principal amount of the Mortgage Loan purchased exceeds the amount of the Delivery Commitment.

## 6.5.3 Calculation of the Pair-off Fee and Price Adjustment Fee

The MPF Provider will calculate the Pair-off Fee and Price Adjustment Fee based on the following:

- The nature and amount of the pair-off;
- The premium or discount corresponding to the Note Rate issued for the Delivery Commitment; and
- The premium or discount in effect at the time of pair-off for Delivery Commitments that have the same product type, Note Rate, and delivery period that most closely approximates the remaining term of the Delivery Commitment being paired off.

Pair-off Fees and Price Adjustment Fees will be charged to the PFI's DDA. Under no circumstances will these fees be paid directly to the PFI.



## CHAPTER 7. MORTGAGE LOAN PURCHASE

### 7.1 Government Mortgage Loan Seasoning Requirements

---

In addition to complying with all MPF Program and applicable Government Agency requirements for Government Loans, MPF Government MBS Mortgage Loans must meet the following criteria:

- No more than twelve (12) Principal and Interest Payments have been applied to the Mortgage Loan from the original Note date; and
- The most recent payment due from the Borrower cannot be past due:
  - For scheduled/scheduled remittance type, Mortgage Loans must be current through the end of the month prior to delivery to the MPF Bank or MPF Provider.

### 7.2 Data to Be Submitted

---

In order to deliver a Mortgage Loan under the MPF Program, the following data must be submitted electronically via the eMPF website:

- PFI number and name
- PFI loan number
- Loan Application Date
- Name of the person submitting data and authorized to deliver Mortgages
- Master Commitment number
- Delivery Commitment number
- Borrower(s) name
- Borrower(s) ethnicity
- Borrower(s) race or national origin
- Borrower(s) gender
- Borrower(s) age
- Borrower(s) date of birth
- Borrower(s) monthly income
- Borrower(s) Social Security Number
- Borrower(s) FICO score
- Borrower(s) FICO score source
- Number of Borrowers

## MPF<sup>®</sup> Government MBS Selling Guide

- NextGen FICO<sup>®</sup> score
- Borrower(s) self-employed
- First time buyer
- Loan Origination Source
- Mortgage Identification Number (if MERS registered)
- Loan plan type
- Loan purpose
- Occupancy
- Loan feature
- Product type
- Loan term (in months)
- Note Rate
- Original loan amount
- Appraised value
- Sales price
- Note Date
- Loan-to-Value (LTV) Ratio
- Subordinated financing
- Total Loan-to-Value (TLTV) Ratio
- Housing expense ratio
- Total debt ratio
- Mortgage insurance coverage level (%)
- Mortgage insurance company code (if required)
- Documentation type
- Asset verification
- Automated Underwriting System (AUS)
- Automated Underwriting System (AUS) certificate number
- Appraisal Type
- Buydown

## MPF<sup>®</sup> Government MBS Selling Guide

- Anti-predatory lending (APL) category
- HOEPA status
- Rate/APR spread or Average Prime Offer Rate/APR spread
- Higher Priced Mortgage Loan status
- Property street address and apartment number
- City, state and zip code
- Property county name
- Federal Information Processing Standards (FIPS) code
- Property type
- Manufactured housing information
- Number of bedrooms per unit
- Unit owner occupied per unit
- Rent level per unit
- Rent plus utilities per unit
- Principal and Interest Payment
- Outstanding loan balance
- First payment due date
- Next payment due date
- Maturity date
- Funding Date
- Investor due date
- Disbursement date (if refinance)
- Loan Originator and Originator's Company ID numbers
- Appraiser state license number (if signor on Appraisal form)
- Agency case number (Government Loan only)
- Current Loan-to-Value ratio (seasoned loan only)
- Pay history (seasoned loan only)

Note: Borrower and Co-Borrower income must be collected and delivered to the MPF Provider for all Government Mortgage Loans, regardless of the applicable Government Agency's requirement to use or collect such information.

In addition to the above requirements, the PFI must submit an electronic transmission of data via eMPF in the following file formats: Detailed List of Uniform Loan Delivery Data (ULDD) File and the Additional Information File. In addition to submitting the electronic data files listed above the PFI must provide a scanned file to the MPF Service Center via the “Upload Mortgage File Documents” link on eMPF within 7 (seven) days of funding containing copies of the following documents in the below order:

- Coversheet (Exhibit S-M), which provides the MPF Provider loan number;
- Underwriting Transmittal Summary:
  - FHA loans: Form 92900 LT;
  - VA loans: Form 1008, VA Loan Analysis (Final and Signed), and IRRRL Worksheet, if applicable; or
  - RHS loans: Form 1008.
- Automated Underwriting System (AUS) Certificate or Guaranteed Underwriting System (GUS) Certificate, if applicable;
- Final 1003 Loan Application;
- Case Number Assignment:
  - FHA loans: Case Number Assignment– including ADP Code
  - VA loans: Loan note Guarantee (LGC) (IRRRL Case Number Assignment and/or Case Number Assignment if LGC is not available); or
  - RHS loans: USDA-RD Form RD 1980-18 Conditional Commitment or Loan Note Guarantee.
- Final Credit Report with any updates;
- Appraisal and any updates or addendums (VA Mortgage Loans must include Notice of Value);

- Note with all applicable riders;
  - If the mortgage loan was re-amortized and modified due to the application of a principal curtailments, PFIs must provide the fully executed re-amortization documentation;
- Mortgage with all applicable riders-stamped true and certified copy; and
- Settlement Statement or final Closing Statement-stamped true and certified copy.

## 7.3 Purchase Requirements

---

In order to qualify for purchase under the MPF Program, the Mortgage Loan must meet the following requirements:

- Be assigned to an open Delivery Commitment that corresponds to the applicable MPF Mortgage Product;
- Not cause the maximum permitted amount of the referenced Delivery Commitment to be exceeded (within tolerance limits); and
- Have the entire principal amount of the Mortgage Loan fully disbursed to the Borrower, or disbursed or advanced in accordance with the direction of the Borrower, prior to the purchase of the Mortgage Loan by the MPF Provider. For example, a refinance Mortgage Loan cannot be delivered under the MPF Program during any applicable rescission period for the refinance Mortgage.

## 7.4 Amount to be Paid

---

Mortgage Loans will be purchased in the amount of the current principal balance plus interim interest, from the prior payment date to the Funding Date, calculated on a 30/360 basis at the pass-through rate, plus or minus any applicable premium or discount.

For the scheduled/scheduled remittance type, the "outstanding loan balance" on the Loan Presentment Request (Form OG3) is the scheduled principal balance as of the month delivered (if the first payment date is in the future, it is the scheduled principle balance following application of the first payment).

### 7.4.1 Payment Method

Upon determination that a Mortgage Loan can be purchased, the MPF Provider will deposit funds in the PFI's DDA. The purchase of a Mortgage Loan will be confirmed with the PFI on the Funding Date via e-mail or electronically.

The first payment due date for all Mortgage Loans should be the first day of the second month following the disbursement date of the Mortgage.

## 7.4.2 Reconciliation

If at a later date it is determined that a payment error has taken place, regardless of the source of the error, the MPF Provider will make adjusting debits or credits to the PFI's DDA and confirm the details of such adjustments with the PFI.

## 7.4.3 Premium Pricing Reimbursement

The MPF Provider reserves the right to request reimbursement for any premiums paid in connection with Mortgage Loans that are paid off within 120 days of the Funding Date.

## 7.4.4 Early Payment Default Breach

If any of the first three (3) monthly payments due after an MPF Government MBS Mortgage Loan is delivered into the MPF Program becomes Delinquent and is not paid on or before the next scheduled due date of the monthly payment, the MPF Provider or the MPF Bank may require the PFI or Servicer to repurchase the related Mortgage Loan within (7) Business Days after receipt of written notice of the Early Payment Default. This repurchase obligation only applies where the Mortgage Loan is delivered into the MPF Program within one year of its origination date.

## CHAPTER 8. DOCUMENT DELIVERY TO THE MPF GOVERNMENT MBS CUSTODIAN

The Collateral Files for MPF Government MBS Mortgage Loans must be held by the MPF Government MBS Custodian. The PFI must obtain acceptance from the MPF Government MBS Custodian that documents are in proper form and are properly executed. PFIs should reference MPF Custody Frequently Asked Questions and Answers (Exhibit J-M) for assistance with the MPF Custody process.

### 8.1 Collateral File Package

---

Documents must be submitted to the MPF Government MBS Custodian in the order specified in a legal-sized manila folder. The outside of the manila folder must identify the MPF Program, the PFI's name, the Master Commitment number, the Borrower's name, the MPF loan number and the PFI's loan number.

Collateral Files must be sent in MPF loan number order to the MPF Government MBS Custodian.

The following documents must be sent to the MPF Government MBS Custodian in the order indicated:

- Original Note with proper endorsements;
- For MPF Government MBS Mortgages, in the case of a lost Note, a replacement Note must be executed by the mortgagor in accordance with the Initial Certification Review Checklist for MPF Government MBS (Exhibit K-M). A lost note affidavit or a lost instrument bond cannot substitute for the original Note.
- The original unrecorded Assignment of the Security Instrument "in blank" from the PFI;
- Original unrecorded Assignments of the Security Instrument from the Affiliate to the PFI (if applicable);
- All recorded Intervening Assignments or certified copies of Intervening Assignments sent for recording (if applicable);
- Original/certified copy of the Power of Attorney (if applicable);
- Any rider, addendum, modification or Assumption that modifies the Note (if applicable); and
- Trust Agreement(s) (if applicable).

Any copies provided must be certified with the following signed statement: “certified to be a true and correct copy of the original.”

## **8.1.1 New York Consolidation, Extension, and Modification Agreements (CEMA)**

For CEMA, the following documents must be submitted to the MPF Government MBS Custodian:

Original/Certified Copy of the most current version of CEMA (FNMA/FHLMC Form 3172);

- FNMA/FHLMC Form 3172 Exhibits "A", "B", "C", and "D". Exhibit "A" must list all Notes and Security Instruments being consolidated, modified and extended; and
- The original consolidated Note evidencing the new indebtedness endorsed "in blank", without recourse. (For loans sold under an MFP Government MBS Servicing Released Master Commitment, the PFI must endorse the Note to the Federal Home Loan Bank of Chicago.)

See the Initial Certification Review Checklist for MPF Government MBS (Exhibit K-M) for more CEMA requirements.

## **8.1.2 Data Accuracy**

The PFI is responsible for reviewing all Mortgage documents for completeness and accuracy, and is responsible for the correction of all errors prior to submission to the MPF Government MBS Custodian. All Closing documents must be error-free. If corrections are necessary, strike-overs that are initialed by the Borrower must be used. Corrective coverings are not acceptable.

The names and signatures of each Borrower must be consistent on all Closing documents, and must correspond to the names appearing on the title insurance policy.

## **8.2 Document Safeguarding**

---

The PFI must protect and safeguard all Mortgage documents before they are sent to the MPF Government MBS Custodian or upon release from the MPF Government MBS Custodian. These practices include protection from external elements (such as fire), identification of documents as MPF Provider assets, and separation from other unrelated documents. Collateral Files should be stored in secure, fire resistant facilities with customary controls on access to assure their safety and security.



## 8.2.1 Transit Insurance

If the PFI has not contractually agreed with the MPF Government MBS Custodian to have the MPF Government MBS Custodian assume liability for Notes and Assignments and any other documents in the Collateral File while in transit, the PFI must obtain insurance covering physical damage or destruction to, or loss of, any Notes, Assignments and other documents while such documents are in transit between the MPF Government MBS Custodian's premises and anywhere, regardless of the means by which they are transported. For the purpose of this insurance, Mortgage Notes are considered to be "Negotiable Instruments" under Section 3-104 of the Uniform Commercial Code (UCC).

The PFI or PFI's insurer, insurance broker or agent must notify the MPF Provider at least thirty (30) calendar days prior to cancellation or nonrenewal of the insurance.

The PFI's insurance policy must:

- Be underwritten by an insurer that has a B+ or better rating and also a financial size category of VI or better according to the A.M. Best Company, or be affiliated with Lloyd's of London;
- Be maintained in an amount that is deemed adequate for the number of Notes and Assignments held in custody and that is deemed appropriate based on prudent business practice; and
- Have a deductible amount no more than the greater of five percent (5%) of the PFI's GAAP net worth or \$100,000, but in no case greater than \$10,000,000.

If the PFI is covered under its parent's insurance program rather than by its own insurance, then the following additional requirements apply:

- The acceptable deductible amount for each insurance policy may be no more than the greater of five percent (5%) of the parent's GAAP net worth or \$100,000, but in no case greater than \$10,000,000; and
- The PFI must be a named insured

## 8.3 Initial Certification Review

---

The PFI must deliver all required documents to the MPF Government MBS Custodian for review, certification and safekeeping within seven (7) calendar days of the Funding Date by the MPF Provider. The MPF Government MBS Custodian will review the Collateral File in accordance with the Initial Certification Review Checklist for MPF Government MBS (Exhibit K-M).

For each Collateral File not received and certified within the required time frame, an uncertified loan fee will be assessed to the PFI each calendar day thereafter until the date of Initial Certification by the MPF Government MBS Custodian or repurchase of the Mortgage Loan.

All Collateral Files for MPF Government MBS Mortgages must receive Initial Certification from the MPF Government MBS Custodian within twelve (12) calendar days of the Funding Date. All Mortgages that are not certified within this timeframe are subject to repurchase. Prior to the PFI's repurchase being initiated, the MPF Provider must effect the repurchase of such MPF Government MBS Mortgage Loan(s) from the Ginnie Mae security in accordance with Ginnie Mae's requirements.

The MPF Provider will notify the PFI of all Mortgage Loans for which the MPF Government MBS Custodian has not received a Collateral File.

If the MPF Government MBS Custodian determines that the documents submitted are not acceptable, the Collateral File will be suspended or deemed ineligible. The MPF Provider will notify the PFI of any Mortgage Loans for which the Collateral Files are suspended or ineligible, and the detailed reasons for the suspension or ineligibility.

If the MPF Government MBS Custodian sends documents to the PFI for correction, the PFI must immediately correct any defects and return all documents to the MPF Government MBS Custodian. Penalty charges may be assessed for delays in correcting and resubmitting required documents.

### **8.3.1 Correction of Exception**

When the PFI discovers an Exception, which includes an error on one of the documents in the Collateral File or a discrepancy between the Loan Presentment information and the loan document information, the PFI must immediately report the Exception by emailing the MPF Custody Department at [MPF\\_Custody@FHLBC.com](mailto:MPF_Custody@FHLBC.com) and work with the MPF Custody Department to correct the Exception.

Exceptions are detailed in the Exception Report on the eMPF website. PFIs should reference Exhibit H-M (Document Codes) and Exhibit I-M (Exception Codes) for a translation of the codes on the Exception Report.

### **8.3.2 Loan Not Eligible**

If the MPF Government MBS Custodian determines that the documents in the Collateral File do not meet the MPF Program requirements, the MPF Government MBS Custodian will inform the MPF Provider of the conditions that cause ineligibility, and the Mortgage Loan must be repurchased by the PFI. The MPF Provider will affect the repurchase by withdrawing the required funds from the PFI's DDA.

## 8.4 Final Certification

---

The documents for MPF Government MBS Mortgage Loans must be submitted to and certified by the MPF Government MBS Custodian for Final Certification within twelve (12) months of the Funding Date (Conventional Mortgage Loans are not subject to Final Certification). The documents may be forwarded on a piecemeal basis as the PFI receives them, or the documents may be immediately forwarded once the PFI receives all of them. Multiple documents must be delivered in Master Commitment number order and then within each Master Commitment, by MPF loan number order. The final documents may be provided in a legal-sized pocket manila folder, or as an alternative, the PFI may provide the applicable Government Agency insurance certificate or loan guaranty in the acceptable delivery format listed in the Government Mortgage Final Certification Review Checklist (Exhibit L). The MPF Government MBS Custodian will review the Collateral File in accordance with the Exhibit L.

An uncertified loan fee will be assessed to the PFI each calendar day for each Mortgage Loan that fails to receive Final Certification in the required time frame.

### 8.4.1 Required Documentation

The PFI must submit the following documentation for Final Certification:

- The original recorded mortgage or other Security Instrument and, in the case of a modified Government Mortgage, the original Note, the modification agreement, and any required subordination agreement or title endorsement;
- The original (or electronic) Loan Guaranty Certificate (LGC), Mortgage Insurance Certificate (MIC), or Loan Note Guaranty (LNG) evidencing the Mortgage Loan has received insurance or a guaranty from the applicable Government Agency;

If the PFI is unable to obtain the applicable certificate or guarantee, the PFI must submit a fully executed Uninsurable Mortgage Notification for Government Mortgages (Form SG350M) along with the Request for Release of Documents – MPF Government MBS (Form SG340M). If the MPF Government MBS Custodian has direct access to FHA Connection or VA TAS, the MPF Government MBS Custodian may reconcile the accuracy of the data directly with the system.

- All original recorded Intervening Assignments or clerk-certified copies; and
- A Mortgagee title insurance policy or other evidence of title acceptable to FHA, VA, RD, or HUD (not required for loans owned by the Secretary of HUD or for VA-Vendee loans if VA does not provide title insurance).

## 8.4.2 Past Due Final Certifications

For each Mortgage Loan for which final documents are not received and certified within the required time frame, an uncertified loan fee will be assessed to the PFI each calendar day thereafter until the date of Final Certification by the MPF Government MBS Custodian, pledging collateral or repurchase of the Mortgage Loan.

If an MPF Government MBS Mortgage Loan has not received final certification within twelve (12) months from the Funding Date the PFI may be required to repurchase the Mortgage Loan. Prior to the PFI's repurchase being initiated, the MPF Provider must effect the repurchase of such MPF Government MBS Mortgage Loan(s) from the Ginnie Mae security in accordance with Ginnie Mae's requirements.

No more than four percent (4%) of the Mortgage Loans in the PFI's MPF Government MBS Mortgage Master Commitments may be past due for Final Certification. If the past due ratio exceeds 4%, at the sole discretion of the MPF Provider, the PFI must:

1. Pledge collateral equal to one hundred percent (100%) of the aggregate unpaid Principal Balance of the overdue MPF Government MBS Mortgage Loans, as of the date of the MPF Provider notifies the PFI, in accordance with the PFI's Advances Agreement. The amount due for all MPF Government MBS Mortgage Loans requiring collateralization may be combined into a single collateralization. If the PFI brings its MPF Government MBS Mortgage Loans into compliance with the tolerance levels stated above before the collateralization expires, the PFI may request that the MPF Provider release its collateral. If after the six-month period the Government Loans are still not in compliance with the Final Certification thresholds, the collateralization must be extended prior to expiration; or
2. Repurchase the overdue Government Mortgages.

For any Government Mortgage Loans past due for Final Certification after three (3) years, the PFI will be required to collateralize the Principal Balance of the overdue Government Mortgage Loans or repurchase such Mortgage Loans, regardless of the percentages of total Mortgage Loans past due for Final Certification.

## 8.5 MPF Government MBS Custodian Fees and Service Charges

---

The MPF Government MBS Custodian assesses the PFI the following fees and service charges:

- Rush release or rejected release request: (i) a request issued within the timelines listed below or (ii) for an invalid release request as determined by the MPF Government MBS Custodian.
  - 1 Business Day turnaround -- \$5.00
  - 2 Business Day turnaround -- \$3.50
- Nonstandard or rejected release request - A fee charged to the PFI for: (i) the release of a Collateral File for a purpose other than Liquidation, Foreclosure or other Servicing responsibility that requires the physical possession of the Note or other documents (such as Exception correction for Initial or Final Certification requirements, etc.) or (ii) an invalid release request as determined by the MPF Government MBS Custodian.
  - 1 Business Day turnaround -- \$5.00
  - 2 Business Day turnaround -- \$3.50
  - 3-4 Business Day turnaround -- \$2.00
- Non-standard or rejected file reinstatement requests -- A fee charged to the PFI for: (i) the file reinstatement following a release request for a purpose other than Liquidation, Foreclosure or other Servicing responsibility that requires the physical possession of the Note or other documents (such as Exception correction for Initial or Final Certification requirements, etc.) or (ii) an invalid reinstatement request as determined by the MPF Government MBS Custodian -- \$3.00
- Copies of documents -- \$1.00 plus \$0.25 per single sided copy
- Exception correction (per Exception) – A fee charged to the PFI for every Exception cited by the MPF Government MBS Custodian for Initial Certification, Final Certification, or recertification. Exception fees will be billed to a new PFI once one of the following occurs: sixty (60) calendar days have passed from first receipt of Collateral Files or one hundred (100) Collateral Files have been received by the MPF Government MBS Custodian from the PFI -- \$3.50
- External file transfer (change of Custodian) -- \$3.50

## MPF<sup>®</sup> Government MBS Selling Guide

The MPF Provider will create preliminary custody invoices no later than the fifth (5<sup>th</sup>) Business Day of each month for the custody fees and service charges accrued in the previous month. The MPF Provider will create the final custody invoices on the eighteenth (18<sup>th</sup>) calendar day of each month or on the preceding Business Day if the eighteenth (18<sup>th</sup>) is not a Business Day, indicating the amount that will be drafted from the PFI's DDA. Both the preliminary and final invoices are available on the eMPF website. The MPF Provider reserves the right to amend the custodian fee schedule from time to time.

## CHAPTER 9. POST-CLOSING REQUIREMENTS

### 9.1 Payments and Correspondence

---

If the Originator is not the current Servicer any payments and correspondence that the Originator receives from the Borrower after Closing must be immediately forwarded to the current Servicer of the Mortgage Loan.

### 9.2 Rescission Notice

---

The Originator must immediately notify the current Servicer of the Mortgage Loan and the MPF Provider if a rescission notice is received from the Borrower. To avoid delays, the notification to the MPF Provider must include at minimum the following information:

- MPF loan number;
- Borrower name(s);
- Loan product and any applicable Government Agency insuring or guaranteeing the Mortgage Loan;
- Who inquiry was received from and relationship to Borrower (Note that any request received related to inquiry from alleged successors in interests will be assumed to have been confirmed as a Successor in Interest by Servicer pursuant to its policies and procedures);
- Date and method notice of rescission was received;
- Copy of the Notice of Rescission;
- Copy of any other communication received from Borrower or Borrower's representative related to the rescission; and
- Any other relevant loan or borrower information that may be needed to address the rescission demand.

## CHAPTER 10. SERVICING REQUIREMENTS

This chapter provides an overview for servicing retained loans and servicing released loans.

This chapter does not cover the requirements for the following types of transfers (which are addressed in the Servicing Guide):

- Transfers of servicing initiated post-loan delivery; or
- Transfers of servicing arising from mergers or other portfolio dispositions.

### 10.1 Servicing Retained

---

PFI's that are retaining the Servicing of the Mortgage Loans must refer to the MPF Government MBS Servicing Guide for the MPF Program servicing requirements.

For FHA Mortgage Loans where the Servicing is retained by the PFI, the PFI must report the change of holder to the FHLBC using FHA Connection within ninety (90) days of the endorsement of the case for FHA insurance. The FHLBC's FHA Holder ID number is 94089.

### 10.2 Servicing Released

---

The concurrent sale of servicing structure under the MPF Government MBS Mortgage Product involves the PFI selling Mortgage Loans to the Federal Home Loan Bank of Chicago (FHLBC) while concurrently selling the Servicing Rights to Nationstar Mortgage LLC (Nationstar). See the Nationstar Mortgage LLC Concurrent Servicing Sale Manual (Exhibit F-M) for more information.

To participate in this concurrent sale of servicing option, PFI's must contact their MPF Bank Representative.

For FHA Mortgage Loans that are sold service released, the PFI must report the change of holder and Servicer using FHA Connection within 90 (ninety) days of the endorsement of the case for FHA insurance. The PFI must report the change of holder to FHLBC, and the change of servicer to Nationstar. The FHLBC's FHA Holder ID number is 94089, and Nationstar's FHA Servicer ID number is 26450.



## MPF<sup>®</sup> Government MBS Selling Guide

For VA Mortgage Loans that are sold service released, the PFI must use VALERI (VA reporting system) to report the change of Servicer to Nationstar. Nationstar's VA servicer number is 889993.

For RHS Mortgage Loans that are sold service released, the PFI must report Nationstar as Servicer to the USDA by completing USDA-RHS Form 3555-11.

Copyright © 2023 Mortgage Partnership Finance<sup>®</sup> and its licensor. ALL RIGHTS RESERVED. Without the prior written permission of Mortgage Partnership Finance and its licensor, no part of this work may be used, reproduced or transmitted in any form or by any means, by or to any party outside of Mortgage Partnership Finance.

Mortgage Partnership Finance<sup>®</sup>, "MPF", "eMPF", "MPF Xtra" and "eMAQCS" are registered trademarks of the FHLBank Chicago. The "MPF Mortgage Partnership Finance" logo is a trademark of the FHLBank Chicago.