

# Multifamily Selling and Servicing Guide

Effective as of June 30, 2025

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### Section 302 Preliminary Underwriting

Requirements

Before obtaining a Streamlined Rate Lock, you must:

- Have sufficient information and documentation to obtain preliminary approval from your internal loan committee for the Streamlined Rate Lock Mortgage Loan.
- For a refinance, confirm the Portfolio Mortgage Loan is not in Payment Default.
- Obtain an executed Borrower Commitment (per Part IV, Chapter 2: Rate Lock and Committing, Section 201.01: Borrower Commitment) requiring the Borrower to
  - close the Streamlined Rate Lock Mortgage Loan, and
  - be liable for any costs, fees, or damages for failing to originate the Mortgage Loan.
- Collect from the Borrower
  - the Good Faith Deposit (per Part IV, Chapter 2: Rate Lock and Committing, Section 203: Good Faith Deposits), and
  - funds to pay for transaction costs, including third-party reports.
- Identify the Borrower (except a Borrower that is being newly formed) per Part I, Chapter 3: Borrower, Guarantor, Key Principals, and Principals, and comply with
  - Part I, Chapter 3: Borrower, Guarantor, Key Principals, and Principals, Section 303: Key Principals, Principals, and Guarantors,
  - Part I, Chapter 3: Borrower, Guarantor, Key Principals, and Principals, Section 309: Applicant Experience Check, and
  - Part I, Chapter 3: Borrower, Guarantor, Key Principals, and Principals, Section 310: Compliance.
- Advise the Borrower
  - to review the Loan Documents and request any changes, and
  - after Rate Lock, subsequent unapproved Loan Document modification requests are not a defense for failing to originate the Mortgage Loan



according to the Commitment (at the Rate Lock amount).

Enter into a Streamlined Rate Lock Agreement with the Borrower and Guarantor (or Key Principals if no Guarantor has been identified or is required) requiring each party to pay any damages if the Borrower does not originate the Mortgage Loan, including damages to a Third Party MBS Investor that may exceed Fannie Mae's Minimum Good Faith Deposit.



# Glossary

## B

Borrower	Person who is the obligor per the Note.
	Synonyms • Borrowers • Borrower's
Borrower Commitment	Your written commitment with the Borrower to originate a Mortgage Loan, and any separate written or oral rate lock agreements between you and the Borrower to rate lock the Mortgage Loan.
	Synonyms <ul> <li>Borrower Commitments</li> </ul>
С	
Commitment	Contractual agreement between you and Fannie Mae where Fannie Mae agrees to buy a Mortgage Loan at a future date in exchange for an MBS, or at a specific price for a Cash Mortgage Loan, and you agree to Deliver that Mortgage Loan.
	Synonyms • Committed

Commitments

# G

Good Faith Deposit

Amount you collect from the Borrower when originating a Mortgage Loan per 
Part IV, Chapter 2: Rate Lock and Committing, Section 203: Good Faith Deposits.

### Synonyms

Good Faith Deposits

Ρ



Guarantor	<ul> <li>Key Principal or other Person executing a</li> <li>Payment Guaranty,</li> <li>Non-Recourse Guaranty, or</li> <li>any other Mortgage Loan guaranty.</li> </ul>
	Synonyms • Guarantors
L	
Loan Documents	All Fannie Mae-approved documents evidencing, securing, or guaranteeing the Mortgage Loan.
	Synonyms • Loan Document • Mortgage Loan Document • Mortgage Loan Documents
Μ	
Minimum Good Faith Deposit	Amount you are required to collect when originating a Mortgage Loan per Part IV, Chapter 2: Rate Lock and Committing, Section 203.02: Minimum Good Faith Deposit.
Mortgage Loan	Mortgage debt obligation evidenced, or when made will be evidenced, by • the Loan Documents, or • a mortgage debt obligation with a Fannie Mae credit enhancement.
	Synonyms • Mortgage Loans • Mortgage Loan's

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Payment Default	Borrower's failure to fully pay any required Mortgage Loan payment when due, including, • principal, • interest, • late charges, • default interest, • fees, • pricing incentive recapture, • prepayment premium, • escrows, or • other collateral accounts for • taxes, • insurance, • assessments, • Completion/Repair Escrow, and • Replacement Reserve.
	Synonyms • Payment Defaults
Portfolio Mortgage Loan	Mortgage Loan purchased by Fannie Mae and held as of a certain date regardless of whether it is a Cash Mortgage Loan or an MBS Mortgage Loan.
	<ul><li>Synonyms</li><li>Portfolio Mortgage Loans</li><li>Portfolio Mortgage Loan's</li></ul>

# R

Rate Lock

Agreement between you and the Investor containing the terms of the Lender-Arranged Sale or Multifamily Trading Desk trade of the Mortgage Loan and the MBS terms and conditions relating to the underlying MBS, if applicable, which may be documented via a recorded telephone conversation.

### Synonyms

Rate Locks

### S



Streamlined Rate Lock

Optional process permitting a Rate Lock before completing full Mortgage Loan underwriting, per Part IV, Chapter 3: Streamlined Rate Lock.

### Synonyms • SRL

T

Third Party MBS Investor

MBS Investor for an MBS Mortgage Loan that is not the Multifamily Trading Desk.

### Synonyms

• Third Party MBS Investor's