



Fannie Mae®

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# Multifamily Selling and Servicing Guide

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## TABLE OF CONTENTS

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Part IV Section 306 Full Underwriting .....	3
306.01 Rate Lock or Commitment Amount Changes .....	3
306.02 Mortgage Loan Delivery Package .....	3
306.03 Post-Underwriting Scenarios .....	4
GLOSSARY .....	8



## Section 306

## Full Underwriting

### 306.01 Rate Lock or Commitment Amount Changes

#### Requirements

Unless permitted in this Chapter, you must not change the

- Rate Lock amount after obtaining a Streamlined Rate Lock, or
- Commitment amount after a Commitment has been confirmed.

You must document all changes to the Mortgage Loan Delivery Package in Folder II, including the

- preliminary Net Cash Flow,
- Property value, and
- any other items you used to determine the Rate Lock amount.

### 306.02 Mortgage Loan Delivery Package

#### Requirements

You must ensure that the Mortgage Loan Delivery Package is complete (per [Part IV, Chapter 4: Delivery](#)) and include all preliminary information and documentation per [Part IV, Chapter 3: Streamlined Rate Lock](#), [Section 302: Preliminary Underwriting](#).

#### Operating Procedures

Include the following in your final Mortgage Loan Delivery Package:

- a complete Transaction Approval Memo;
- underwriting spreadsheets including
  - how you calculated the Rate Lock amount for the Streamlined Rate Lock Mortgage Loan, and
  - any required changes to the Guaranty Fee and Servicing Fee for a non-qualifying Green Rewards Mortgage Loan (per [Part IV, Chapter 3: Streamlined Rate Lock](#), [Section 306.03: Post-Underwriting Scenarios](#));
- the calculation of any changes to the Delivered Mortgage Loan Amount;



and

- all required full underwriting documentation.

### 306.03 Post-Underwriting Scenarios

#### Operating Procedures

After full underwriting, comply with one of the following scenarios:

If...	Then...
You are not changing the Streamlined Rate Lock or the Commitment	No action is required.
You are <ul style="list-style-type: none"><li>• increasing or decreasing the Delivered Mortgage Loan Amount,</li><li>• within the delivery tolerance (per <a href="#">Part IV, Chapter 4: Delivery, Section 405.01: Acceptability and Delivery Tolerance</a> ), and</li><li>• complying with the Pricing and Underwriting Tier</li></ul>	<ul style="list-style-type: none"><li>• Within 1 Business Day, submit a data change request in C&amp;D (per <a href="#">Part IV, Chapter 2: Rate Lock and Committing, Section 204.03A: Change Requests</a>).</li><li>• Update the applicable C&amp;D fields.</li></ul>



If...	Then...
<p>You are</p> <ul style="list-style-type: none"><li>• decreasing the Delivered Mortgage Loan Amount,</li><li>• in excess of the delivery tolerance (per <a href="#">Part IV, Chapter 4: Delivery, Section 405.01: Acceptability and Delivery Tolerance</a>), and</li><li>• complying with the Pricing and Underwriting Tier</li></ul>	<p>For cash and MBS trades with the Multifamily Trading Desk:</p> <ul style="list-style-type: none"><li>• Confirm that Fannie Mae will accept the Delivered Mortgage Loan Amount.</li><li>• Pay from the Good Faith Deposit<ul style="list-style-type: none"><li>- the difference between 95% of the Commitment amount and the Delivered Mortgage Loan Amount, multiplied by<ul style="list-style-type: none"><li>- the applicable Good Faith Deposit percentage per <a href="#">Part IV, Chapter 2: Rate Lock and Committing, Section 203.02: Minimum Good Faith Deposit</a>.</li></ul></li></ul></li><li>• Within 1 Business Day, submit a data change request in C&amp;D (per <a href="#">Part IV, Chapter 2: Rate Lock and Committing, Section 204.03A: Change Requests</a>).</li><li>• Update the applicable C&amp;D fields.</li></ul> <p>For MBS trades with a Third Party MBS Investor:</p> <ul style="list-style-type: none"><li>• Confirm that the Third Party MBS Investor will accept the new amount (at least 90% of the Commitment amount).</li><li>• Have the Third Party MBS Investor send confirmation that it will accept the new amount to Multifamily Acquisitions.</li><li>• Within 1 Business Day, submit a data change request in C&amp;D (per <a href="#">Part IV, Chapter 2: Rate Lock and Committing, Section 204.03A: Change Requests</a>).</li><li>• Update the applicable C&amp;D fields.</li></ul>



If...	Then...
<p>You have a cash or MBS trade with the Multifamily Trading Desk and are using the Dual Commitment Option in which</p> <ul style="list-style-type: none"><li>• the Streamlined Rate Lock Mortgage Loan qualifies for additional proceeds greater than the delivery tolerance, and</li><li>• you want to increase the Commitment amount</li></ul>	<ul style="list-style-type: none"><li>• Submit a data change request in C&amp;D (per <a href="#">Part IV, Chapter 2: Rate Lock and Committing, Section 204.03A: Change Requests</a>).</li><li>• Update the applicable C&amp;D fields.</li></ul>
<p>The Mortgage Loan will not</p> <ul style="list-style-type: none"><li>• qualify as a Green Rewards Mortgage Loan for annual energy or water consumption, or</li><li>• receive a Green Building Certification</li></ul>	<p>Before Delivery:</p> <ul style="list-style-type: none"><li>• Notify the Fannie Mae Deal Team.</li><li>• Make any necessary changes to the Mortgage Loan amount and Gross Note Rate in the Loan Documents.</li><li>• Submit a data change request in C&amp;D (per <a href="#">Part IV, Chapter 2: Rate Lock and Committing, Section 204.03A: Change Requests</a>) before the Delivery deadline that<ul style="list-style-type: none"><li>- updates the Gross Note Rate to include the alternative "non-Green" Guaranty Fee and Servicing Fee provided at Rate Lock as a Green Mortgage Loan, and</li><li>- makes any required change in the Mortgage Loan amount.</li></ul></li></ul>



If...	Then...
<p>You want to modify the terms of the Streamlined Rate Lock and the Commitment because you cannot Deliver without them</p>	<p>Obtain Delivery approval from the Fannie Mae Deal Team and either the</p> <ul style="list-style-type: none"><li>• Multifamily Trading Desk, or</li><li>• Third Party MBS Investor, as applicable.</li></ul> <p>If Fannie Mae does not approve the request and you cannot Deliver without modifying the terms of the Streamlined Rate Lock and the Commitment, then you must comply with <a href="#">Part IV, Chapter 4: Delivery, Section 408: Delivery Failure</a>.</p>
<p>You cannot Deliver the Streamlined Rate Lock Mortgage Loan</p>	<ul style="list-style-type: none"><li>• Inform Multifamily Acquisitions that the Mortgage Loan will not be delivered.</li><li>• Comply with <a href="#">Part IV, Chapter 4: Delivery, Section 408: Delivery Failure</a>.</li></ul>



# Glossary

## B

### Business Day

Any day other than a

- Saturday,
- Sunday,
- day when Fannie Mae is closed,
- day when the Federal Reserve Bank of New York is closed, or
- for any MBS and required remittance withdrawal, day when the Federal Reserve Bank is closed in the district where any of the MBS funds are held.

#### **Synonyms**

- Business Days

## C

### 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

## D

### Delivered Mortgage Loan Amount

UPB of a Mortgage Loan when it is purchased by Fannie Mae.



## Delivery

Submission of all correct, accurate, and certifiable documents, data, and information with all applicable documents properly completed, executed, and recorded as needed, and any deficiencies resolved to Fannie Mae's satisfaction.

### **Synonyms**

- Deliver
- Delivered
- Deliveries

## Dual Commitment Option

For a Streamlined Rate Lock Mortgage Loan trade with the Multifamily Trading Desk, your ability to increase the Mortgage Loan Rate Lock amount.

## F

### Fannie Mae Deal Team

Team responsible for reviewing Pre-Review Mortgage Loans, waivers, etc.

### **Synonyms**

- Deal Team

## 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

### Green Building Certification

Designation awarded by a third-party organization that is recognized by Fannie Mae and listed in the Green Building Certifications ([Form 4250](#)) for multifamily properties constructed or maintained to meet specified energy and water efficiency standards or other sustainability criteria.



## Green Mortgage Loan

Mortgage Loan secured by a Property that incorporates features expected to have a positive environmental outcome including, but not limited to, reducing energy and water consumption at a Property, generating energy, or meeting criteria set by a third-party green building certification organization.

### **Synonyms**

- Green Mortgage Loans

## Green Rewards Mortgage Loan

Mortgage Loan secured by a Property where the Borrower agrees to undertake 1 or more Energy- and Water-Efficiency Measures that comply with [Part III, Chapter 4: Green Mortgage Loans, Section 403: Green Rewards Mortgage Loans](#).

### **Synonyms**

- Green Rewards Mortgage Loans
- Green Rewards

## Gross Note Rate

Interest rate stated in the Loan Documents.

## Guaranty Fee

Fee retained by Fannie Mae for credit enhancing a Mortgage Loan or assuming credit risk on a Mortgage Loan, and which may be expressed as a percentage.

### **Synonyms**

- Guaranty Fees

## L

## Loan Documents

All Fannie Mae-approved documents evidencing, securing, or guaranteeing the Mortgage Loan.

### **Synonyms**

- Loan Document
- Mortgage Loan Document
- Mortgage Loan Documents

## M



## MBS

### Mortgage-Backed Security

#### 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

#### Mortgage Loan Delivery Package

Loan Documents and underwriting material required in connection with the Delivery of a Mortgage Loan.

#### Multifamily Acquisitions

Team that can be contacted at [mf\\_acquisitions@fanniemae.com](mailto:mf_acquisitions@fanniemae.com).

#### Multifamily Trading Desk

Team that quotes interest rate pricing for a Mortgage Loan and can be contacted at (888) 889-1118.

## N

#### Net Cash Flow

On an annual basis or any specified period, the total Net Operating Income, minus the full amount underwritten for Replacement Reserve expense, regardless of whether deposits will be made (per [Part II, Chapter 2: Valuation and Income, Section 203: Income Analysis](#) and the applicable products and features in Part III).

#### Synonyms

- NCF

## P



## Pricing and Underwriting Tier

Tier 1, Tier 2, Tier 3, or Tier 4 per the Multifamily Underwriting Standards (Form 4660).

### **Synonyms**

- Tier

## Property

Multifamily residential real estate securing the Mortgage Loan, including the

- fee simple or Leasehold interest,
- Improvements, and
- personal property (per the Uniform Commercial Code).

### **Synonyms**

- Properties
- Property's

## 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

### Servicing Fee

Fee a Servicer receives for collecting payments, managing operational procedures, and assuming your portion of credit risk for a Mortgage Loan, and which may be expressed as a percentage.

### **Synonyms**

- Servicing Fees



## 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