Fannie Mae®

Multifamily Selling and Servicing Guide

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202.02C Appraiser Independence

☑ Requirements

You must ensure no Person influences, or attempts to influence, the development, reporting, result, or review of an Appraisal through coercion, extortion, collusion, compensation, inducement, intimidation, bribery, or any other manner including:

- withholding, or threatening to withhold:
  - timely payment; or
  - future business;
- demoting or terminating, or threatening to demote or terminate, the Appraiser or any Appraiser employee;
- promising, either expressly or implicitly, the Appraiser or any Person related to the Appraiser:
  - future business;
  - promotions; or
  - increased compensation, including
    - financial benefits, or
    - non-financial benefits;
- conditioning the Appraisal order, or any bonus payment on
  - the Appraisals opinion of the Property's value, or
  - a requested preliminary value estimate;
- any Appraiser communications (other than providing a copy of the PSA for an Acquisition) regarding the Propertys anticipated, estimated, encouraged, or desired:
  - comparable properties;
  - capitalization rates; or
  - value or value range;
- providing the Appraiser a proposed or targeted loan amount;
- impairing, or attempting to impair, through any other act or practice, the Appraisers

- independence,
- objectivity, or
- impartiality; or

- violating compliance with any law or regulation, including the USPAP.

To ensure the Appraisers independence, you must:

- implement written policies and procedures;
- ensure any Outside Parties involved in your Lender Appraisal Functions maintain Appraiser independence by confirming they do not also participate in your Lender Loan Origination Functions; and
- if requested, provide evidence confirming your Lender Loan Origination Functions are separate from your Lender Appraisal Functions.

Guidance

Appraisal Independence	
To ensure compliance, your written policies should include...	That describe...
Procedures	how you maintain independence between the Lender Appraisal Function and Lender Loan Origination Functions through • organizational measures (e.g., an ethical wall), • staffing, and • written documentation.
Disciplinary Rules	the consequences for not complying with the requirements, including • promotion delays, • compensation reductions, or • termination, in very severe cases.

Appraisal Independence	
To ensure compliance, your written policies should include...	That describe...
Training Programs	in-person or online training: • designed to aid compliance with the requirements; and • detailing policies outlining mandatory training - types, - content, - audiences, and - frequency.

Glossary

A

Acquisition	Any Purchase of either the: • Propertys fee simple or leasehold interest via a deed transfer; or • Controlling Interest in the Borrower. **Synonyms** • Acquisitions
Appraisal	Written statement independently and impartially prepared by a qualified Appraiser stating an opinion of the Property's market value • as of a specific date, and • supported by the presentation and analysis of relevant market information. **Synonyms** • Appraisals • Appraisal's
Appraiser	Person engaged to estimate a Propertys market value per USPAP. **Synonyms** • Appraiser's • Appraisers

G

Guide	Multifamily Selling and Servicing Guide controlling all Lender and Servicer requirements unless a Lender Contract specifies otherwise. **Synonyms** • DUS Guide

L

Lender	Person Fannie Mae approved to sell or service Mortgage Loans. **Synonyms** • Lenders • Lender's
Lender Appraisal Function	The Lender: • internal roles or job functions, including any employees that report up to the Chief Underwriter (but excluding any Lender Loan Origination Functions), involved with the following Appraisal-related responsibilities: - engaging the Appraiser; - defining the Appraisals scope of work; - managing the Appraiser; or - reviewing the Appraisal; and • employees or Outside Parties who perform or manage those job functions. **Synonyms** • Lender Appraisal Functions
Lender Loan Origination Function	Any: • Lender internal roles or job functions reporting up to the Chief Production Officer; • Lender employees who receive a commission or bonus if the Mortgage Loan closes, including any employees or functions that report up to these roles and/or their immediate supervisor; • Mortgage Loan Brokers; or • Correspondents. **Synonyms** • Lender Loan Origination Functions

O

Outside Party	Person you retain to perform services for multifamily Mortgage Loans (e.g., Appraisers, inspectors, Correspondents, law firms, engineers, environmental consultants, and Brokers, title companies, or title agents). **Synonyms** • Outside Parties

P

Person	Legal person, including an • individual, • estate, • trust, • corporation, • partnership, • limited liability company, • financial institution, • joint venture, • association, or • other organization or entity (whether governmental or private). **Synonyms** • Persons • Person's
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

Purchase/Sales Agreement	Final fully executed purchase or sales contract or agreement (including all amendments, assignments, extensions, joinders/acknowledgements, and related documents) for an Acquisition. **Synonyms** • PSA

U

USPAP	Uniform Standards of Professional Appraisal Practice