



Multifamily Selling and Servicing Guide

Effective as of August 1, 2019

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Section 501 General

501.01 Custodian

The Document Delivery Facility is Fannie Mae's document custodian responsible for holding the original Note and the originals or copies of all other documents required to be included in the Mortgage Loan Delivery Package. Fannie Mae may appoint or assign a different document custodian from time to time to serve this function.

501.02 Delivery

501.02A Delivery Deadline; Timing of Document Delivery

The Lender must deliver the complete Mortgage Loan Delivery Package to the Document Delivery Facility on or before the Delivery Deadline, as more particularly described in [Part IV A, Chapter 4: Delivery Procedures – Data, Section 401: General](#). It is recommended that the Lender deliver the Mortgage Loan Delivery Package in advance of the Delivery Deadline to allow time to correct any deficiencies Fannie Mae may find. Failure to meet the Delivery Deadline may subject the Lender to the provisions of [Part IV A, Chapter 4: Delivery Procedures – Data, Section 401: General](#) and [Part IV A, Chapter 5: Delivery Procedures – Documents, Section 501.05: Failure to Deliver: Return of Package](#).

For a Mortgage Loan to be considered delivered on a given Business Day, the Document Delivery Facility must be in possession of the Mortgage Loan Delivery Package by 10:30 a.m. Eastern Time that day. Fannie Mae will certify a Mortgage Loan for purchase on a given Business Day only if the Mortgage Loan Delivery Package and all required C&D data have been submitted by 10:30 a.m. Eastern Time on such day.

If the Lender's failure to meet the Delivery Deadline requires a change in the Settlement Date, the Lender may be charged a Rate Lock Extension Fee.

501.02B Location of Delivery

The Lender must submit Folder I (as described in the Multifamily Mortgage Loan Delivery Package Table of Contents) to the Document Delivery Facility at the following address:

Fannie Mae (Multifamily)
New Loan Submission
13150 Worldgate Drive
Herndon, VA 22070.



Folder II (as described in the Multifamily Mortgage Loan Delivery Package Table of Contents) must be submitted electronically via DocWay.

501.02C Format of Delivery

The Mortgage Loan Delivery Package must include all documents required in [Part IV A, Chapter 5: Delivery Procedures – Documents, Section 502: The Mortgage Loan Delivery Package Contents](#).

For MBS Mortgage Loans, if there is more than 1 Mortgage Loan per MBS Pool, the Mortgage Loan Delivery Package must be in the same numerical order as the C&D data submission. If the Lender is using more than 1 overnight courier envelope or container to deliver a Mortgage Loan (or Mortgage Loans) to Fannie Mae, the Lender must label each envelope or container as follows:

- For MBS Pools consisting of more than 1 Mortgage Loan, the Mortgage Loans should be grouped as 1 package, inclusive of all Mortgage Loans within the MBS Pool, labeled according to how many envelopes or containers are submitted with the Loan Documents, such as “1 of 4, MBS Pool # _____,” “2 of 4, MBS Pool # _____,” etc.
- For Deliveries consisting of 1 Mortgage Loan, the Mortgage Loan Delivery Package should also be labeled according to how many envelopes or containers are submitted with the Loan Documents, such as, “1 of 2,” “2 of 2.”

501.03 Warehouse Lender and Bailee Letter

The Lender may originate the Mortgage Loan with proceeds from a warehouse lender. If the warehouse lender submits the Note to Fannie Mae pursuant to a bailee letter, the bailee letter must be acceptable to Fannie Mae.

501.04 Review of Mortgage Loan Delivery Package

Upon receipt of the Mortgage Loan Delivery Package (including the Folder II DocWay submission) and the data required in [Part IV A, Chapter 4: Delivery Procedures – Data](#), Fannie Mae will review the documents to verify that:

- the Loan Documents submitted are consistent with the data in C&D and the Commitment, and have been endorsed or assigned to Fannie Mae;
- a title insurance policy covering the Mortgage Loan has been issued in accordance with the provisions of [Part II, Chapter 3: Legal Compliance, Section 304: Title Insurance](#) (the Lender



may submit the title policy with blanks for the recording information but a final completed title policy with recordation information must be delivered to the Document Delivery Facility no later than 6 months following the Mortgage Loan Origination Date); and

- all other required documents have been submitted.

If the Mortgage Loan Delivery Package is incomplete or has errors, Fannie Mae may, in addition to any other remedy or corrective action it is entitled to take under the Lender Contract, impose fees for noncompliance.

501.05 Failure to Deliver: Return of Package

Fannie Mae may take any of the following actions if the Mortgage Loan Delivery fails to occur on or before the Delivery Deadline and such failure results in the inability of Fannie Mae to (i) for an MBS Mortgage Loan, settle the MBS by the Settlement Date, or (ii) for a Cash Mortgage Loan, purchase the Mortgage Loan by the earlier of the Settlement Date and the Commitment Expiration Date.

If the failed Delivery occurs in connection with a Multifamily Trading Desk trade (MBS or cash), then after the earlier of the Settlement Date and the Commitment Expiration Date but not sooner than the second Business Day following notice of default to the Lender, Fannie Mae will draft an amount equal to the Minimum Good Faith Deposit from the Lender's account and retain it as liquidated damages in full satisfaction of the Lender's obligations under the Rate Lock and the Commitment. Except as provided here, the Lender will not be responsible for damages in excess of the Minimum Good Faith Deposit, which shall be Fannie Mae's sole remedy. For Mortgage Loans with a Rate Lock Period longer than 180 days, Fannie Mae's additional remedies, if any, for a failed Delivery will be determined by the Multifamily Trading Desk at the time of Rate Lock.

If the failed Delivery occurs in connection with a Lender-Arranged Sale, the Lender shall comply with the requirements of the Third Party MBS Investor.

The Lender shall indemnify, hold harmless, and defend Fannie Mae from and against all actions, suits, claims, proceedings, orders, damages, penalties, and costs arising from the Lender's failure to comply with any Third Party MBS Investor requirements.

The Lender is obligated to the Investor for any breakage fees whether or not it collects the Good Faith Deposit from the Borrower.

If Fannie Mae does not purchase the Mortgage Loan, the Mortgage Loan documents will be returned to the Lender (or to a warehouse lender if a warehouse lender submitted the Note to Fannie Mae pursuant to a bailee letter).



Glossary

B

Borrower Person who is the obligor under the Note.

Synonyms

- Borrowers
- Borrower's

Business Day Any day other than a

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

Synonyms

- Business Days

C

Cash Mortgage Loan Mortgage Loan purchased by Fannie Mae in exchange for cash.

Synonyms

- Cash Mortgage Loans



Commitment Contractual agreement between Fannie Mae and the Lender where Fannie Mae agrees to buy a Mortgage Loan from the Lender at a future date in exchange for an MBS, or at a specific price for a Cash Mortgage Loan, and the Lender agrees to Deliver that Mortgage Loan to Fannie Mae.

Synonyms

- Committed
- Commitments

Commitment Expiration Date Date when a Commitment expires.

D

Delivery Meeting all of the data delivery requirements in [Part IV A, Chapter 4: Delivery Procedures – Data](#), and submitting an acceptable Mortgage Loan Delivery Package per [Part IV A, Chapter 5: Delivery Procedures – Documents](#). A Mortgage Loan is “Delivered,” when all documents, data, and information are correct, accurate, and able to be certified by Fannie Mae, with all required documents properly completed, executed, and recorded (if applicable), and any deficiencies are resolved to Fannie Mae’s satisfaction.

Synonyms

- Deliver
- Delivered
- Deliveries

Delivery Deadline Per [Part IV A, Chapter 4: Delivery Procedures – Data, Section 401: General for the Delivery of a Mortgage Loan for purchase](#).



Document Delivery Facility

Team responsible for taking custody of and certifying Mortgage Loans that can be contacted at multifamcert_team@fanniemae.com or (800) 940-4646.

Synonyms

- DDF
- Multifamily Certification and Custody

DocWay

Business-to-business electronic documentation delivery application, or any successor system.

G

Good Faith Deposit

As defined in Part IV A, Chapter 3: Committing, Section 304: Good Faith Deposits.

Synonyms

- Good Faith Deposits

I

Investor

MBS Investor for an MBS Mortgage Loan, or Fannie Mae for a Cash Mortgage Loan.

Synonyms

- Investors

L

Lender

Person approved by Fannie Mae to sell or service Mortgage Loans.

Synonyms

- Lenders
- Lender's



Lender Contract

Program Documents per the Mortgage Selling and Servicing Agreement.

Synonyms

- Lender's Contract
- Lender Contracts
- Contract
- MSSA

Lender-Arranged Sale

MBS sold to the Lender and held on its balance sheet or delivered to a Third Party MBS Investor.

Synonyms

- Lender-Arranged Sales

Loan Documents

All documents evidencing, securing, or guaranteeing the debt obligation executed for a Mortgage Loan and approved by Fannie Mae.

Synonyms

- Loan Document
- Mortgage Loan Document
- Mortgage Loan Documents

M

MBS

Mortgage-Backed Security

MBS Mortgage Loan

Mortgage Loan purchased by Fannie Mae in exchange for an issued MBS backed by the Mortgage Loan.

Synonyms

- MBS Mortgage Loans

MBS Pool

MBS Security backed by MBS Mortgage Loans.

Synonyms

- MBS Pools



Minimum Good Faith Deposit

Amount you are required to collect when originating a Mortgage Loan per [Part IV A, Chapter 3: Committing, Section 304: Good Faith Deposits](#).

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 Delivery Package

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

Mortgage Loan Origination Date

Date the Lender funds a Mortgage Loan to the Borrower.

Synonyms

- Mortgage Loan's Origination Date
- Origination Date

Multifamily Mortgage Loan Delivery Package Table of Contents

[Form 6502](#) or another Fannie Mae-approved Table of Contents for a Mortgage Loan Delivery Package.

Multifamily Trading Desk

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

N

Note

Current instrument evidencing a Mortgage Loan obligation, including [Form 6010 series](#), any other note approved by Fannie Mae, and all applicable addenda, schedules, and exhibits.

Synonyms

- Notes

R



Rate Lock

Agreement between the Lender 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

Rate Lock Period

Time from Rate Lock execution through the Settlement Date.

T

Third Party MBS Investor

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