Fannie Mae®

# Multifamily Selling and Servicing Guide

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# TABLE OF CONTENTS

Part III Section 1001 Description ..... 3
GLOSSARY ..... 6

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## Section 1001 Description

### ☑ Requirements

An ARM Loan has

- an interest rate that is adjusted periodically based on a specified
  - Index, and
  - interest period,
- payments that are adjusted to repay the UPB in substantially equal payments over the remaining amortization period, and
- a term of 5, 7, or 10 years, depending on the plan.

| Product Description | |
|---|---|
| Plan Number | • 04931 - ARM 5/5 Loan: 30-Day Average SOFR<br>• 04933 - ARM 7/6 Loan: 30-Day Average SOFR |
| Terms | • ARM 5/5 Loan: Initial 5-year term with an optional second 5-year adjustable rate term<br>• ARM 7/6 Loan: 7-year term |
| Index | • ARM 5/5 Loan: 30-Day Average SOFR<br>• ARM 7/6 Loan: 30-Day Average SOFR |
| Interest Rate Floor | Must not be less than the combined<br><br>• Guaranty Fee, plus<br>• Servicing Fee, plus<br>• Investor spread. |
| Lockout Period | • 1 st Loan Year; and<br>• 1 st Loan Year of the second 5-year adjustable rate term (typically the 6th Loan Year), when an ARM 5/5 Loan renews for an additional 5-year adjustable rate term. |

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| Product Description | |
|---|---|
| Prepayment Availability | May be voluntarily prepaid after eachlockout period with a 1% Prepayment Premium, but no Prepayment Premium is due<br><br>• during the "open period" (typically the last 3 months of the loan term),<br>• when an ARM Loan converts to a fixed rate Mortgage Loan, or<br>• when an ARM 5/5 Loan renews for an additional 5-year adjustable rate term. |
| Rate Change Date | Date the interest rate changes based on changes in the selected Index. |
| Interest Rate Change Frequency | Monthly |
| Maximum Interest Rate Change | Plus or minus 1% of the then-current interest rate. |
| Maximum Lifetime Interest Rate Limit | • For an ARM 5/5 Loan,<br>- Guaranty Fee, plus<br>- Servicing Fee, plus<br>- 5%.<br><br>• For an ARM 7/6 Loan,<br>- Guaranty Fee, plus<br>- Servicing Fee, plus<br>- 6%. |
| Index Look-Back Period | 1 Business Daybefore the Rate Change Date. |
| Interest Accrual Method | Actual/360 |
| Interest Rate Cap | Not required; interest rate adjustments are subject to an embedded cap. |

| Product Description | |
|---|---|
| Conversion to Fixed Rate | Permitted, with no prepayment penalty and minimal re-underwriting, after the lockout period and before the "open period" (typically the last day of the 4th month preceding the end of the Mortgage Loan term). |
| Investors | • For an ARM 5/5 Loan,<br>- the Multifamily Trading Desk, or<br>- Third Party MBS Investor.<br><br>• For an ARM 7/6 Loan, the Multifamily Trading Desk. |
| Rate Lock | • Maximum 45-day Commitment.<br>• No rate change may occur before Delivery. |
| ARM 5/5 Loan Options at Maturity | Before the end of the initial 5-year term for an ARM 5/5 Loan, Borrower must elect to:<br><br>• convert the ARM Loan to a fixed rate;<br>• fully repay the ARM Loan; or<br>• renew the adjustable rate term for an additional 5-year term. |

# Glossary

## 3

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|---|---|
| 30-Day Average SOFR | Compounded average of SOFR over a specified interest period of 30 days. |

## A

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|---|---|
| Adjustable Rate Mortgage Loan | Mortgage Loan with an interest rate that periodically adjusts based on an Index per the Note or Loan Documents.<br><br>**Synonyms**<br>• ARM Loan<br>• Adjustable Rate Mortgage Loans<br>• ARM Loans |

## B

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| Borrower | Person who is the obligor per the Note.<br><br>**Synonyms**<br>• Borrowers<br>• Borrower's |

## C

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|---|---|
| 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.<br><br>**Synonyms**<br>• Committed<br>• Commitments |

## D

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| 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 Maes satisfaction.<br><br>**Synonyms**<br>• Deliver<br>• Delivered<br>• Deliveries |

# G

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|---|---|
| Guaranty | Payment Guaranty, Non-Recourse Guaranty, or other guaranty by a Guarantor for the Mortgage Loan. |
| 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.<br><br>**Synonyms**<br>• Guaranty Fees |

# I

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|---|---|
| Index | Basis for determining an ARM Loan Gross Note Rate or entering a Streamlined Treasury Lock on a fixed rate Mortgage Loan, including any required alternative index deemed necessary by Fannie Mae because the prior Index:<br>• is no longer widely accepted; or<br>• was replaced as the index for similar financial instruments. |

| | |
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| Interest Rate Cap | Interest rate agreement between the Borrower and a provider for which the Borrower receives payments at the end of each period when the interest rate exceeds the Cap Strike Rate. The Interest Rate Cap provides a ceiling (or cap) on the Borrower's Mortgage Loan interest payments.<br><br>**Synonyms**<br>• Interest Rate Caps<br>• Interest Rate Hedge<br>• Interest Rate Hedges<br>• Interest Rate Swap<br>• Interest Rate Cap's |
| Investor | MBS Investor for an MBS Mortgage Loan, or Fannie Mae for a Cash Mortgage Loan.<br><br>**Synonyms**<br>• Investors<br>• Investor's |
| Investor Spread | Required spread above the Index (excluding the Guaranty Fee and Servicing Fee) charged by the Investor purchasing the:<br>• Mortgage Loan; or<br>• MBS Mortgage Loan. |

# L

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| Loan Year | Period beginning on the date of the Note and ending on the last day of the month that is 12 full months after the date of the Note, and each successive 12-month period thereafter.<br><br>**Synonyms**<br>• Loan Years |

# M

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| MBS | Mortgage-Backed Security |

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| MBS Investor | For MBS Mortgage Loans, either a Third Party MBS Investor for Lender-Arranged Sales, or the Multifamily Trading Desk. |
| Mortgage Loan | Mortgage debt obligation evidenced, or when made will be evidenced, by<br>• the Loan Documents, or<br>• a mortgage debt obligation with a Fannie Mae credit enhancement.<br><br>**Synonyms**<br>• Mortgage Loans<br>• Mortgage Loan's |
| Multifamily Trading Desk | Team that:<br>• purchases and trades Cash Mortgage Loans and MBS Mortgage Loans for Fannie Mae's own account; and<br>• can be contacted at (888) 889-1118. |

# P

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|---|---|
| Plan Number | Number identifying the applicable loan characteristics for any Mortgage Loan that accrues interest at a variable rate at any time during the loan term.<br><br>**Synonyms**<br>• Plan Numbers |
| Prepayment Premium | For a Mortgage Loan prepayment, amount the Borrower must pay in addition to the prepaid principal and accrued interest per the Loan Documents.<br><br>**Synonyms**<br>• Prepayment Premiums |

# R

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|---|---|
| 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.<br><br>**Synonyms**<br>• Rate Locks |

## S

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|---|---|
| Secured Overnight Financing Rate | For any Business Day, the Secured Overnight Financing Rate as published by the Federal Reserve Bank of New York, or any successor administrator, on the Federal Reserve Website.<br><br>**Synonyms**<br>• SOFR |
| 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.<br><br>**Synonyms**<br>• Servicing Fees |

## T

| | |
|---|---|
| Third Party MBS Investor | MBS Investor for an MBS Mortgage Loan that is not the Multifamily Trading Desk.<br><br>**Synonyms**<br>• Third Party MBS Investor's |

## U

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|---|---|
| UPB | Unpaid Principal Balance |

**Synonyms**
- UPBs

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