



Multifamily Selling and Servicing Guide

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304.02 Minimum Good Faith Deposit

The “Minimum Good Faith Deposit” will be determined based on the Rate Lock Period and the Rate Lock amount, as follows:

RATE LOCK PERIOD	MINIMUM GOOD FAITH DEPOSIT
For a Mortgage Loan with a Rate Lock amount of \$6million or less that has a Rate Lock Period up to and including 90 days	1% of the Rate Lock amount
For a Mortgage Loan with a Rate Lock amount of greater than \$6million that has a Rate Lock Period up to and including 90 days	2% of the Rate Lock amount
For a Supplemental Mortgage Loan of any amount that has a Rate Lock Period up to and including 90 days	2% of the Rate Lock amount
For a Mortgage Loan or a Supplemental Mortgage Loan that has a Rate Lock Period of more than 90 days and up to and including 180 days	3% of the Rate Lock amount
For a Mortgage Loan that has a Rate Lock Period of more than 180 days , but only with prior approval by the Fannie Mae Deal Team	At least 3% of the Rate Lock amount (The Lender must contact the Fannie Mae Deal Team to obtain the actual amount of the Minimum Good Faith Deposit.)

For any Multifamily Trading Desk trade (MBS or cash) involving terms or parties outside the normal practices of the Multifamily Trading Desk, the Multifamily Trading Desk reserves the right, in its sole discretion, to increase the amount of the Minimum Good Faith Deposit.

For all Multifamily Trading Desk trades (MBS or cash), the Lender shall hold the Minimum Good Faith Deposit for the benefit of Fannie Mae. For all Lender-Arranged Sales, the Lender shall hold the Minimum Good Faith Deposit (and any additional deposit required by the Third Party MBS Investor) for the benefit of the Third Party MBS Investor or may deliver it to the Third Party MBS Investor as required by the Third Party MBS Trading



Agreement.

Unless otherwise applied pursuant to the terms of [Part IV A, Chapter 5: Delivery Procedures – Documents, Section 501.05: Failure to Deliver: Return of Package](#), the Lender must refund the Good Faith Deposit to the Borrower no earlier than the Mortgage Loan Origination Date and within a commercially reasonable time after Fannie Mae purchases the Mortgage Loan, as provided in [Part IV A, Chapter 6: Purchase Procedures](#).



Glossary

B

Borrower Person who is the obligor under the Note.

Synonyms

- Borrowers
- Borrower's

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

F

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

Synonyms

- Deal Team

G



Good Faith Deposit As defined in [Part IV A, Chapter 3: Committing, Section 304: Good Faith Deposits](#).

Synonyms

- Good Faith Deposits

L

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

Synonyms

- Lenders
- Lender's

M

MBS Mortgage-Backed Security

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 Origination Date Date the Lender funds a Mortgage Loan to the Borrower.

Synonyms

- Mortgage Loan's Origination Date
- Origination Date

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



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.

S

Supplemental Mortgage Loan

Mortgage Loan purchased by Fannie Mae that is subordinated to, and has a Mortgage Loan Origination Date after, the Senior Mortgage Loan that is also owned by Fannie Mae.

Synonyms

- Supplemental Mortgage Loans

T

Third Party MBS Investor

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

Third Party MBS Trading Agreement

Arrangement between the Lender and a Third Party MBS Investor to trade MBS per [Part IV A, Chapter 3: Committing, Section 302: Requirements for Rate Lock and Commitment](#).