



Multifamily Selling and Servicing Guide

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401.05 Failure to Comply with Deadlines; Changing the MBS Book-Entry Date

If the Lender anticipates a delivery problem (such as a late Delivery or a Delivered Mortgage Loan Amount outside of the Delivery Tolerance), as soon as possible the Lender must inform:

- the Multifamily Trading Desk or the Third Party MBS Investor, as applicable;
- Multifamily Acquisitions;
- the Fannie Mae Representative; and
- if an ASAP transaction, the Capital Markets Early Funding Desk.

If the Lender fails to meet the Delivery Deadline, Fannie Mae may report the error against the Lenders' clean Delivery rate and change the Book-Entry Date. If the Book-Entry Date for an MBS must be changed, Fannie Mae will advise the Lender of the earliest available new Book-Entry Date. The Lender must contact the MBS Investor and establish the new Book-Entry Date and, if applicable, a new Settlement Date and Commitment Expiration Date. The Lender must submit a change request pursuant to the provisions of [Part IV A, Chapter 3: Committing, Section 305: Commitment Terms and Procedures](#) for any required changes to the Commitment. The Lender is also responsible for any fees and adjustments to the Pass-Through Rate associated with the new Book-Entry Date.

If there is a Bankruptcy Event affecting the Lender or the Lender admits that it is unable, or does not intend, to perform any obligation with respect to the Rate Lock, the Commitment, the Third Party MBS Trading Agreement (if applicable), or its Multifamily Trading Desk trading account (if applicable), in which case the Settlement Date and Commitment Expiration Date shall be deemed to have occurred and Fannie Mae may draft an amount equal to the Minimum Good Faith Deposit.



Glossary

B

Bankruptcy Event

When a Person:

- becomes subject to bankruptcy, insolvency or similar federal or state proceedings;
- acknowledges in writing (other than the Borrower to the Lender for a Mortgage Loan workout) that it is unable to pay its debts generally as they mature;
- makes a general assignment for the benefit of creditors; or
- repudiates its obligations or is being supervised by a receiver, liquidator, or other similar officer.

Book-Entry Date

Calendar date a Security is delivered by Fannie Mae via the Federal Reserve book-entry system to the applicable Investor's designated book-entry account at a depository institution.

Synonyms

- Book-Entry Delivery Date
- Settlement Date

C

Capital Markets Early Funding Desk

Team that can be contacted for ASAP funding at (866) 944-3863 or early_funding@fanniemae.com.

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

Delivered Mortgage
Loan Amount

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

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](#).

Delivery Tolerance

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

F

Fannie Mae
Representative

Fannie Mae personnel who assist you with various business matters (e.g., Fannie Mae Deal Team, pricing, delivery, servicing, asset management, etc.).

L



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

Synonyms

- Lenders
- Lender's

M

MBS Mortgage-Backed Security

MBS Investor For MBS Mortgage Loans, either a Third Party MBS Investor for Lender-Arranged Sales, or the Multifamily Trading Desk.

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](#).

Multifamily Acquisitions Team that can be contacted at 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.

P

Pass-Through Rate Gross Note Rate of the underlying Mortgage Loan, less the Guaranty Fee, less the Servicing Fee.

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

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](#).