



# Multifamily Selling and Servicing Guide

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#### **408.03D** Servicer's Administrative Requirements

For any Completion/Repair Agreement, the Servicer must:

- retain a copy of the executed Completion/Repair Agreement in its Servicing File;
- hold all Completion/Repair Escrow funds in an account that meets the Custodial Account requirements of [Part V, Chapter 3: Custodial Account Requirements](#);
- ensure that all necessary permits are obtained, and that all required work is satisfactorily completed in a good and workmanlike manner by the completion dates stipulated in the Completion/Repair Agreement;
- process Borrower requisitions for funds in accordance with the terms and conditions of the Completion/Repair Agreement;
- perform required inspections of completed work and, if appropriate, work in progress and, if necessary, arrange inspections by qualified professionals;
- ensure that the work done under the Completion/Repair Agreement does not result in any mechanics' Liens, materialmen's Liens, or other Liens that have not been acceptably bonded over;
- promptly notify Fannie Mae of any default under the Completion/Repair Agreement in accordance with the requirements of [Part V, Chapter 7: Non-Performing Mortgage Loans](#);
- take appropriate steps to remedy or address any default under the Completion/Repair Agreement; and
- perform all other administrative duties required by the Completion/Repair Agreement.



# Glossary

## B

**Borrower** Person who is the obligor under the Note.

### **Synonyms**

- Borrowers
- Borrower's

## C

**Completion/Repair Agreement** Document evidencing the Borrower's agreement to undertake Completion/Repairs and other identified capital improvements, the terms for funding the repairs, maintenance, or capital items, and the disbursement of funds from the Completion/Repair Escrow (e.g., Form 4505, or the applicable parts of the Multifamily Loan Agreement ([Form 6001 series](#)), including the Required Repair Schedule to the Multifamily Loan Agreement).

### **Synonyms**

- Completion/Repair Agreements

**Completion/Repair Escrow** Custodial Account established by the Lender and initially funded by an escrow deposit from the Borrower on the Mortgage Loan Origination Date to complete Completion/Repairs or other capital improvements at the Property.

**Custodial Account** Accounts established by the Servicer for depositing P&I payments, T&I funds, Collateral Agreement deposits, and other similar funds.

### **Synonyms**

- Custodial Accounts

## S



## Servicer

Primary Person responsible for servicing the Mortgage Loan (e.g., the originator, the selling Lender, or a third-party servicer).

### **Synonyms**

- Servicers

## Servicing File

File for each Mortgage Loan serviced by the Lender.

### **Synonyms**

- Servicing Files