

# Multifamily Selling and Servicing Guide

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# TABLE OF CONTENTS

Part V Section 216.02C Collection and Remittance of Borrower Reimbursement	
Obligations for Fannie Mae Advances	3
GLOSSARY	4

Effective: 12/26/2025



# **216.02C** Collection and Remittance of Borrower Reimbursement Obligations for Fannie Mae Advances

The Servicer must pay the following amounts to Fannie Mae:

- 1. The interest component of the Scheduled Payment and principal component of the Scheduled Payment which is to amortize immediately the Mortgage Loan and is not to be deposited into the PRF. Such amounts reimburse Fannie Mae for the related Advance under a Credit Enhancement Instrument or Collateral Agreement.
  - 2. Any accrued and unpaid Activity Fee.
- 3. Any other amounts due to Fannie Mae under the Reimbursement Agreement other than the Facility Fee.

Fannie Mae will draft such amounts so as to be received by Fannie Mae no later than the Business Day immediately after the receipt of such monies from the Borrower.

The Servicer must also collect from the Borrower and remit to Fannie Mae any other fees, expenses or additional costs due from the Borrower to Fannie Mae under the Reimbursement Agreement. Fannie Mae and/or the Bond Trustee will notify the Servicer regarding any such amounts to be invoiced by the Servicer for payment by the Borrower under the Reimbursement Agreement, the Financing Agreement or other Transaction Document.

Effective: 12/26/2025



# **Glossary**

B

Bond Trustee

Trustee for a Credit Enhancement Instrument.

**Synonyms** 

Bond Trustee's

Borrower

Person who is the obligor per the Note.

**Synonyms** 

Borrowers

• Borrower's

**Business Day** 

Any day other than a

· Saturday,

Sunday,

• day when Fannie Mae is closed,

• day when the Federal Reserve Bank of New York is

closed, or

 for any MBS and required remittance withdrawal, day when the Federal Reserve Bank is closed in the district

where any of the MBS funds are held.

**Synonyms** 

• Business Days

C

**Collateral Agreement** 

Agreement granting a security interest in Mortgage Loan collateral not covered by the Security Instrument.

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**Synonyms** 

Collateral Agreements



# Credit Enhancement Instrument

Agreement between Fannie Mae and a Bond Trustee where Fannie Mae provides credit enhancement of a Credit Enhancement Mortgage Loan, Bonds issued to finance a Credit Enhancement Mortgage Loan, or an Interest Rate Hedge Agreement; and if applicable, a Bond liquidity facility.

#### **Synonyms**

Credit Enhancement Instruments

# M

#### 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's

# P

**PRF** 

Account you hold accumulating principal amortization payments for variable rate Bond credit enhancements.

# **Synonyms**

Principal Reserve Fund

# S

#### Servicer

Primary Person servicing the Mortgage Loan, including

Effective: 12/26/2025

- the originator,
- seller, or
- a third party.

### **Synonyms**

- Servicers
- Servicer's