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Expere Knowledge Base – Release Notes

TILA RESPA

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Release Notes Overview

These Expere Knowledge Base TILA RESPA Content Release Notes list new and modified documents with notes for the changes and additions.

Technology Prerequisites

The following are Expere technology prerequisites that must be implemented prior to use of this release:

- Expere Document Engine Release 2016.3.0
- Expere Content Administration Tool and Content Builder 2016.3.1
- For Authoring: Requirements and Content Editor 2016.3.1
- Expere Data Dictionary Viewer 2016.3.1

Expere Tools Release Information

This section provides a summary of enhancements and modifications made to the Engine and Authoring in the most current release cycle. For detailed information, see the Expere Authoring Release Notes and the Expere Engine and Tools Release Notes.

- ExpereTxn.xsd included schema files links
 - [ExpereTXNCollections.xsd](#)
 - [ExpereTXNElements.xsd](#)
 - [ExpereTXNTypes.xsd](#)

Two new included files in the Schemas folder:

- [ExpereTXNSimpleTypes.xsd](#)
- [ExpereTXNSimpleTypesDateTime.xsd](#)

ExpereTXNSimpleTypes.xsd is a new ExpereTxn schema file that contains the basic data type definitions that were formerly defined in ExpereTXNTypes.xsd.

ExpereTXNSimpleTypes.xsd was given a `<SimpleTypesVersion>1.0.0</SimpleTypesVersion>` element so this file could be versioned independently.

ExpereTXNSimpleTypesDateTime.xsd is version 1.1.0 of ExpereTXNSimpleTypes.xsd that contains the new TxnDate type definition that optionally supports time.

If the desire is to validate dates that optionally include a timestamp, copy and rename ExpereTXNSimpleTypesDateTime.xsd to ExpereTXNSimpleTypes.xsd to use the new 1.1.0 definition for transaction data validation in your LOS system.

Implementation Notes:

If using DocViewer and the ExpereTxnSimpleTypesDateTime.xsd (version 1.1.0 of the ExpereTxnSimpleTypes.xsd), it requires the version of DocViewer released with Expere Engine 2015.2.0.

General Information

The Expere Knowledge Base Content is delivered on a single CD to simplify implementation. The CD has the following structure:

- Dictionary
- Documentation
- Expere Repository
- Outlines
- Tools
- Transactions
- Revision History Data

About this Document

These release notes describe the documents used for TILA RESPA.

Implementation Notes

- None

Release Information

Previously Delivered Changes

- None

Stylesheet Updates

The following updates were applied to the Expere style sheet and associated XSL files since the previous release.

- None

Documentation of Tagline and Metadata Changes

Effective 5/1/2016, simple and reoccurring changes to document taglines or metadata will no longer be documented in these release notes. Below are some examples of the changes that will no longer be documented:

1) Control Date Update

Example: Updating the tagline date from "12/15" to "04/16"

2) Copyright Year Update

Example: Listing a single copyright year of “2013” instead of the previous “1988, 2013”

3) Adding Bankers Systems™ To Existing Tagline

Example: Updating the tagline from “VMP®” to “Bankers Systems™ VMP®”

Please note that the above are just samples of a few variations of updates that can occur to the tagline and metadata. These examples are not intended to be an extensive directory of all changes that can be made to the metadata; rather they are intended as examples of some of the tagline and metadata updates that will no longer be included in our release notes. Please see the corresponding and/or the requirements file for specific changes made to the tagline and metadata fields.

Explanation of ‘Type of Change’ Field

Release notes in this document are categorized by the document’s type of change. This section provides an explanation of the category options for this ‘Type of Change’ field.

- **Regulatory Compliance:** Document contains a normal compliance update that is the result of change in applicable law, a change to a model government document, or a revision to agency or government guidelines.
- **Defect-Compliance:** Document was revised to bring it into compliance with applicable law or agency or government guidelines.
- **Defect-Contractual:** Document was revised to ensure that the lender has an enforceable contract.
- **Defect-Technical:** Document was revised to correct a defect that is not compliance or contractual (i.e. corrected a typo or replaced a deprecated path.)
- **Enhancement:** Document contains a new feature or customer-requested change was made to existing content.
- **New Form:** A form was added to the repository.
- **Deleted Form:** A form removed from the repository.

Explanation of Date Fields

Release notes in this document contain two date-related fields. This section provides an explanation of these fields.

- **Required Use Date:** The date by which the document must be used, if applicable. If Mandatory Compliance Update = Yes, there will be a Required Use Date. If Mandatory Compliance Update = No, there will not be a Required Use Date.
- **Earliest Use Date:** The earliest date that a document may be used. If Mandatory Compliance Update = Yes, there may or may not be an Earliest Use Date. There will be an Earliest Use Date if the relevant authority permits the document to be used prior to its Required Use Date. If Mandatory Compliance Update = No, there will not be an Earliest Use Date.

Mandatory Compliance Changes

| Work Item Number | Effective Date | Document Title |
|------------------|----------------|----------------|
| | | |

TRID TXN Documents

Revised Documents

Dynamic Requirements

Multistate

Closing Disclosure

Document ID: INS.ClosingDisclosure

Work Item Number: 437887

Type of Change: Defect-Technical

Mandatory Compliance Update: No

Required Use Date: N/A

Earliest Use Date: N/A

Static Form Image Update: N/A

Description

- **Summary:** The Closing Disclosure is a combined disclosure that shows the loan terms for Truth-in-Lending and the actual loan closing costs for RESPA in connection with a closed-end consumer purpose loan secured by real estate whose application is received by the lender on or after October 3, 2015. It replaces the RESPA HUD-1 or HUD-1A Settlement Statement as well as the Truth-In-Lending Disclosure. The Closing Disclosure may be one of three versions: Borrower-Only and Combined Borrower/Seller for use in purchase transactions and No-Seller for non-purchase transactions, or No-Seller. A Seller-Only version for use in purchase transactions with the Borrower-Only version is described below.

- **Regulatory Information:** None

- **Change:**

Why: Per customer request, we have updated the instancing rule of the Closing Disclosure for additional signers. Additional signers now only get an instance generated when they have a right to rescind, which matches the instancing logic for owners and beneficiaries. This change has been applied to all areas of the Closing Disclosure forms where additional signers are included.

What: The form instancing was updated to correct the right to rescind logic for additional signers, so that only additional signers with a right to rescind will receive an instance. The Business Logic now clearly states that, in addition to borrowers, only the presence of non-borrowing owners, beneficiaries and additional signers who have a right to rescind will generate an instance. The same logic has been applied to the Dates and Parties and Signatures so that only additional signers who have satisfied the instancing will print.

How: The product technical rule and business logic for ITR 8 have been updated to properly include additional signers with a right to rescind. The product technical rule for DTAs 13 and 10685; CONDs 276, 890 and 1364; and ITR 25 have also been updated so that only additional signers with a right to rescind will be included in the Dates and Parties and Signature sections.

- **Package Rules:**
 - PKG.TRIDTxnClosing
 - PKG.HomeEquityClosing
 - PKG.Mortgage2Closing
 - PKG.TRIDTxnDraftClosingDisclosure
 - PKG.TRIDTxnPostClosing
 - PKG.HomeEquityPostClosing
 - PKG.Mortgage2PostClosing
 - PKG.TRIDTxnDraftReDisclosedClosingDisclosure
- **File Modified:**
 - ClosingDisclosure.req

Closing Disclosure

Document ID: INS.ClosingDisclosure

Work Item Number: 456280

Type of Change: Defect-Technical

Mandatory Compliance Update: No

Required Use Date: N/A

Earliest Use Date: N/A

Static Form Image Update: N/A

Description

- **Summary:** The Closing Disclosure is a combined disclosure that shows the loan terms for Truth-in-Lending and the actual loan closing costs for RESPA in connection with a closed-end consumer purpose loan secured by real estate whose application is received by the lender on or after October 3, 2015. It replaces the RESPA HUD-1 or HUD-1A Settlement Statement as well as the Truth-In-Lending Disclosure. The Closing Disclosure may be one of three versions: Borrower-Only and Combined Borrower/Seller for use in purchase transactions and No-Seller for non-purchase transactions, or No-Seller. A Seller-Only version for use in purchase transactions with the Borrower-Only version is described below.
- **Regulatory Information:** 12 CFR 1026.37(b)(6)
- **Change:**

Why: This form has been modified to allow more flexibility in using "Goes as high as" language instead of "Can go as high as" language. Also, a grammatical error existed in the business logic for the signature section.

What: The Closing Disclosure was updated within the Interest Rate and Principal & Interest sections of the Loan Terms table to allow lenders to indicate that "Goes as high as" language is desired instead of "Can go as high as" language for transaction scenarios, as they deem fit. We also corrected a grammatical error in the business logic for the signature section.

How: The first two instances of Condition 1368 were removed, and the buydown logic were worked into DTAs 20 and 4939. This resulted in the removal of DTAs 10552 and 10553 as they were no longer necessary. New DTA 10986 was added to print "Goes as high as" when a new indicator, /Txn/IntegratedDisclosuresInterestRateGoesAsHighAsInd, is set to true. New DTA 10987 was added to print "Goes as high as" when a new indicator, /Txn/IntegratedDisclosuresPrincipalAndInterestGoesAsHighAsInd, is set to true. We also updated the business logic in Condition 81.

■ **Package Rules:**

- PKG.TRIDTxnClosing
- PKG.HomeEquityClosing
- PKG.Mortgage2Closing
- PKG.TRIDTxnDraftClosingDisclosure
- PKG.TRIDTxnPostClosing
- PKG.HomeEquityPostClosing
- PKG.Mortgage2PostClosing
- PKG.TRIDTxnDraftReDisclosedClosingDisclosure

■ **File Modified:**

- ClosingDisclosure.req

Closing Disclosure Addendum

Document ID: INS.ClosingDisclosureAddendum

Work Item Number: 458232

Type of Change: Defect-Technical

Mandatory Compliance Update: No

Required Use Date: N/A

Earliest Use Date: N/A

Static Form Image Update: N/A

Description

- **Summary:** The Closing Disclosure Addendum is used in conjunction with the Closing Disclosure to list additional party information or signatures, collateral information and summary of transaction items when there is not enough space on the Closing Disclosure.

- **Regulatory Information:** None

- **Change:**

Why: Per customer request, we have updated the instancing rule of the Closing Disclosure for additional signers. Additional signers now only get an instance generated when they have a right to rescind, which matches the instancing logic for owners and beneficiaries. This change has been applied to all areas of the Closing Disclosure forms where additional signers are included.

What: The form instancing and autoselection were updated to correct the right to rescind logic for additional signers, so that only additional signers with a right to rescind will receive an instance and select the form. The business logic now clearly states that, in addition to borrowers, only the presence of non-borrowing owners, beneficiaries and additional signers who have a right to rescind will generate an instance and select. The same logic has been applied to the Dates and Parties and Signatures so that only additional signers who have satisfied the instancing/autoselection will print.

How: The product technical rule and business logic for ITR 8 and the package rules have been updated to properly include additional signers with a right to rescind. The product technical rule for CONDs 1, 39, 41, 342 and 425; and ITRs 1 and 38 have also been updated so that only additional signers with a right to rescind will be included in the Dates and Parties and Signature sections.

- **Package Rules:**

- PKG.TRIDTxnClosing
- PKG.HomeEquityClosing
- PKG.Mortgage2Closing
- PKG.TRIDTxnDraftClosingDisclosure
- PKG.TRIDTxnPostClosing
- PKG.HomeEquityPostClosing
- PKG.Mortgage2PostClosing
- PKG.TRIDTxnDraftReDisclosedClosingDisclosure

- **File Modified:**

- ClosingDisclosureAddendum.req

Closing Disclosure - Seller Only

Document ID: INS.ClosingDisclosure-SellerOnly

Work Item Number: 458233

Type of Change: Defect-Technical

Mandatory Compliance Update: No

Required Use Date: N/A

Earliest Use Date: N/A

Static Form Image Update: N/A

Description

■ **Summary:** The Closing Disclosure-Seller Only is for a Seller-Only copy of the Closing Disclosure and does not contain the Loan Terms, Projected Payments, Calculating Cash to Close, Borrower's Transaction Summary, and Escrow tables or other disclosure information that the borrower receives in the Closing Disclosure. This is a combined disclosure that replaces the RESPA HUD-1 Settlement Statement-Seller Only as well as the Truth-In-Lending Disclosure, and shows the actual loan closing costs for RESPA in connection with a closed-end consumer purpose loan secured by real estate whose applications are received by the lender on or after October 3, 2015.

■ **Regulatory Information:** None

■ **Change:**

Why: Per customer request we have updated the instancing rule of the Closing Disclosure for additional signers. Additional signers now only get an instance generated when they have a right to rescind, which matches the instancing logic for owners and beneficiaries. This change has been applied to all areas of the Closing Disclosure forms where additional signers are included.

What: The Dates and Parties section was updated to correct the right to rescind logic for additional signers, so that only additional signers with a right to rescind will print.

How: The product technical rule for DTAs 14 and 10741; and CONDs 890 and 1398 have been updated so that only additional signers with a right to rescind will be included in the Dates and Parties section.

■ **Package Rules:**

- PKG.TRIDTxnClosing
- PKG.HomeEquityClosing
- PKG.Mortgage2Closing
- PKG.TRIDTxnDraftClosingDisclosure
- PKG.TRIDTxnPostClosing
- PKG.HomeEquityPostClosing
- PKG.Mortgage2PostClosing
- PKG.TRIDTxnDraftReDisclosedClosingDisclosure

■ **File Modified:**

- ClosingDisclosure-SellerOnly.req

Closing Disclosure - Seller Only Addendum

Document ID: INS.ClosingDisclosure-SellerOnly-Addendum

Work Item Number: 458234

Type of Change: Defect-Technical

Mandatory Compliance Update: No

Required Use Date: N/A

Earliest Use Date: N/A

Static Form Image Update: N/A

Description

- **Summary:** The Closing Disclosure-Seller Only Addendum is used in conjunction with the Closing Disclosure -Seller Only to list additional party information or signatures, and summary of transaction items when there is not enough space on the Closing Disclosure-Seller Only.

- **Regulatory Information:** None

- **Change:**

Why: Per customer request, we have updated the instancing rule of the Closing Disclosure for additional signers. Additional signers now only get an instance generated when they have a right to rescind, which matches the instancing logic for owners and beneficiaries. This change has been applied to all areas of the Closing Disclosure forms where additional signers are included.

What: The form autoselection was updated to correct the right to rescind logic for additional signers, so that only additional signers with a right to rescind will select the form. The business logic now clearly states that, in addition to borrowers, only the presence of non-borrowing owners, beneficiaries and additional signers who have a right to rescind will select. The same logic has been applied to the Dates and Parties so that only additional signers who have satisfied the autoselection will print.

How: The product technical rule and business logic for the package rules have been updated to properly include additional signers with a right to rescind. The product technical rule for CONDs 1 and 41; and ITR 1 have also been updated so that only additional signers with a right to rescind will be included in the Dates and Parties section.

- **Package Rules:**

- PKG.TRIDTxnClosing
- PKG.HomeEquityClosing
- PKG.Mortgage2Closing
- PKG.TRIDTxnDraftClosingDisclosure

- **File Modified:**

- ClosingDisclosure-SellerOnly-Addendum.req

Loan Estimate

Document ID: INS.LoanEstimate

Work Item Number: 452695

Type of Change: Enhancement

Mandatory Compliance Update: No

Required Use Date: N/A

Earliest Use Date: N/A

Static Form Image Update: N/A

Description

■ **Summary:** The Loan Estimate provides early estimated disclosures of loan closing costs for RESPA as well as loan terms (i.e. interest rates and payments) for Truth-in-Lending. It replaces the Good Faith Estimate and is used in a closed-end consumer purpose transaction secured by real estate for which the lender receives an application on or after October 3, 2015.

■ **Regulatory Information:** 12 CFR 1026.37(b)(6)

■ **Change:**

Why: This form has been modified to allow more flexibility in using "Goes as high as" language instead of "Can go as high as" language. Also, a grammatical error existed in the business logic for the signature section.

What: The Loan Estimate was updated within the Interest Rate and Principal & Interest sections of the Loan Terms table to allow lenders to indicate that "Goes as high as" language is desired instead of "Can go as high as" language for transaction scenarios, as they deem fit. We also corrected a grammatical error in the business logic for the signature section.

How: The first two instances of Condition 888 were removed, and the buydown logic was worked into DTAs 21 and 189. This resulted in the removal of DTAs 10552 and 10553 as they were no longer necessary. New DTA 10986 was added to print "Goes as high as" when a new indicator, /Txn/IntegratedDisclosuresInterestRateGoesAsHighAsInd, is set to true. New DTA 10987 was added to print "Goes as high as" when a new indicator, /Txn/IntegratedDisclosuresPrincipalAndInterestGoesAsHighAsInd, is set to true. We also updated the business logic in Condition 17.

■ **Package Rules:**

- PKG.TRIDTxnApplication
- PKG.HomeEquityApplication
- PKG.Mortgage2Upfront
- PKG.TRIDTxnDraftLoanEstimate
- PKG.TRIDTxnProcessing
- PKG.HomeEquityProcessing

- PKG.Mortgage2Processing
- PKG.TRIDTxnDraftReDisclosedLoanEstimate
- **File Modified:**
 - LoanEstimate.req

Loan Estimate

Document ID: INS.LoanEstimate

Work Item Number: 458518

Type of Change: Enhancement

Mandatory Compliance Update: No

Required Use Date: N/A

Earliest Use Date: N/A

Static Form Image Update: N/A

Description

- **Summary:** The Loan Estimate provides early estimated disclosures of loan closing costs for RESPA as well as loan terms (i.e. interest rates and payments) for Truth-in-Lending. It replaces the Good Faith Estimate and is used in a closed-end consumer purpose transaction secured by real estate for which the lender receives an application on or after October 3, 2015.
- **Regulatory Information:** None
- **Change:**

Why: Customers experienced difficulty with the size available for the Mortgage Broker's Name on page 3 of this form. The Lender's Name field on Page 3 of this form was previously modified to adjust the type size, and the same was requested here.

What: The Mortgage Broker Name field on Page 3 of the Loan Estimate was updated to adjust the type size so that the Mortgage Broker's Name will not overflow to the next line as long as the name does not exceed a maximum of 50 alphanumeric characters, spaces and printable symbols.

How: DTA.144 for Mortgage Broker Name was split into conditions to print at different font sizes upon reaching various character count thresholds. If there are over 40 characters, the name will print at 5 point font, 31 to 40 characters will have a 6 point font, 21 to 30 characters will have a 7 point font, and 1 to 20 characters will print 9 point font. This 50-alphanumeric character limit is less than the 75 character limit for Lender Name because of differences associated with the left and right columns.
- **Package Rules:**
 - PKG.TRIDTxnApplication
 - PKG.HomeEquityApplication
 - PKG.Mortgage2Upfront

- PKG.TRIDTxnDraftLoanEstimate
- PKG.TRIDTxnProcessing
- PKG.HomeEquityProcessing
- PKG.Mortgage2Processing
- PKG.TRIDTxnDraftReDisclosedLoanEstimate

■ **File Modified:**

- LoanEstimate.req

Notice of Intent to Proceed

Document ID: INS.NoticeOfIntentToProceed

Work Item Number: 360429

Type of Change: Enhancement

Mandatory Compliance Update: No

Required Use Date: N/A

Earliest Use Date: N/A

Static Form Image Update: N/A

Description

- **Summary:** This optional Notice of Intent to Proceed is signed by the borrower indicating the intent to proceed with the loan application.

- **Regulatory Information:** None

- **Change:**

Why: We wanted to give customers more flexibility by allowing the Notice of Intent to Proceed to be selected in the Pre-Closing package.

What: The Pre-Closing package was added to the Notice of Intent to Proceed package rule.

How: PKG.Mortgage2PreClosing was added to the Notice of Intent to Proceed package rule.

- **Package Rules:**

- PKG.HomeEquityApplication
- PKG.Mortgage2Upfront
- PKG.TRIDTxnApplication
- PKG.HomeEquityProcessing
- PKG.Mortgage2Processing
- PKG.TRIDTxnProcessing

- **File Modified:**

- NoticeOfIntentToProceed.req

Common Files

Date and Parties Common File

Work Item Number: 457538

Type of Change: Defect-Technical

Mandatory Compliance Update: No

Required Use Date: N/A

Earliest Use Date: N/A

Description

- **Regulatory Information:** None

- **Change:**

Why: When we revised the ErrorsAndOmissionsAgreement.req to add support for guarantors in Work Item 371698, we inadvertently added a common file section (Section-Lender Borrower Cosigner Guarantor Owner (All Borrowers/Guarantor/Cosigners/Owners)) that printed the names of owners in the Date and Parties section only if the collateral was residential real estate. As a result, owners' names would not print in the Date and Parties section if the collateral was raw land.

What: To correct the issue, we reverted to the previous common file section that was used in the ErrorsAndOmissionsAgreement (Section - Lender Borrower Cosigner Owner (All Borrowers/Cosigners/Owners) and updated the common file section to include guarantors. We changed the section title from "Section - Lender Borrower Cosigner Owner (All Borrowers/Cosigners/Owners)" to "Section - Lender Borrower Cosigner Owner Guarantor (All Borrowers/Cosigners/Owners/Guarantors)." In addition, we added guarantor information that will print for unique guarantors in the transaction. The Date and Parties information will populate for guarantors that are passed in the transaction that do not already exist as owners, borrowers, or cosigners.

How: We changed the section title "Section - Lender Borrower Cosigner Owner (All Borrowers/Cosigners/Owners)" to "Section - Lender Borrower Cosigner Owner Guarantor (All Borrowers/Cosigners/Owners/Guarantors)." After COND.ID01613, we added new COND.ID.7809 that includes a section of guarantor information as long as there is a unique guarantor passed in the transaction.

- **File Modified:**

- DateAndPartiesCommonFile.req

Signature Common File

Work Item Number: 456294

Type of Change: Defect-Technical

Mandatory Compliance Update: No

Required Use Date: N/A

Earliest Use Date: N/A

Description

- Regulatory Information: None
- Change:

Why: When the Errors and Omissions Agreement file was initially updated in Work Item 371698 to support guarantors in addition to borrowers, cosigners, and owners, the signature titles were inadvertently modified to print "Consumer" for all parties because of the Signature Common File section used.

What: To correct the issue, we reverted to the previous common file section that was used in the ErrorsAndOmissionsAgreement (Borrower Cosigner Owner (All Borrowers/Cosigners/Owners)) and updated the section to include guarantors. We renamed the section from-"Borrower Cosigner Owner (All Borrowers/Cosigners/Owners)" to "Borrower Cosigner Owner Guarantor (All Borrowers/Cosigners/Owners/Guarantors)." In addition, we added guarantor information that will print for unique guarantors in the transaction.

How: We renamed the Signature Common File section - "Borrower Cosigner Owner (All Borrowers/Cosigners/Owners)" to "Borrower Cosigner Owner Guarantor (All Borrowers/Cosigners/Owners/Guarantors)". We also added new COND.7894 and new ITR.142 to print and iterate over unique guarantors.

- File Modified:
 - SignatureCommonFile.req

Signature Common File

Work Item Number: 458235

Type of Change: Defect-Technical

Mandatory Compliance Update: No

Required Use Date: N/A

Earliest Use Date: N/A

Description

- Regulatory Information: None
- Change:

Why: Per customer request, we have updated the instancing rule of the Closing Disclosure for additional signers. Additional sSigners now only get an instance generated when they have a right to rescind, which matches the instancing logic for owners and beneficiaries. This change has been applied to all areas of the Closing Disclosure forms where additional signers are included.

What: The section "Additional Signer - Notice - Integrated Disclosures (All Additional Signers)" was updated to correct the right to rescind logic for Additional signers, so that only additional signers with a right to rescind will print on the Closing Disclosure Addendum.

How: The product technical rule and business logic for ITR 134 has been updated so that only additional signers with a right to rescind will be included in the signature section.

■ **File Modified:**

- SignatureCommonFile.req

Deleted Documents

This section identifies documents that have been removed from Expere Content in this release and those scheduled for deletion in an upcoming release.

- None