

Governance, Risk & Compliance

What's New with the Documents

ComplianceOne® mortgage

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Governance, Risk & Compliance

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What's New

MULTI-STATE

Application Disclosure

The Application Disclosure has been revised to optionally print the lender signature at the bottom of the page. The **Include Lender Signature** checkbox has been added to the document to support this option.

Consent to Contact You By Telephone, Text and Email

The Consent to Contact You By Telephone, Text and Email has been updated to print the individual name under the signature line if the **Power of Attorney Name** is entered. Before the **Power of Attorney Name** was printing there.

In addition, the following text changes have been made to the document:

- The second sentence of the second paragraph has been updated to read 'However, we first obtain your consent to contact you about Your Account in compliance with applicable consumer protection provisions in the federal Telephone Consumer Protection Act of 1991 (TCPA), CAN-SPAM Act and the associated federal regulations and orders issued by the Federal Communications Commission (FCC)'.
- 'Your consent does not authorize us to contact you for federal telemarketing purposes' has been removed from the first list.
- In the second list, the first list item has been updated to read 'You have previously provided to us by virtue of an existing business relationship'.

Consumer Handbook on Adjustable Rate Mortgages

The Consumer Handbook on Adjustable Rate Mortgages document has been updated with the current Consumer Financial Protection Bureau (CFPB) complaint mailing address in Appendix C (Contact Information).

Credit Application Real Estate

There have been a couple of changes made to the Credit Application Real Estate:

1. Regulation Z's 12 CFR 1026.23(a)(1) comment 4 states that bridge loans are subject to the Right of Rescission. Therefore, a transaction that is a residential mortgage transaction, including a transaction to initially construct a principal dwelling is still subject to the Right of Rescission if it is a bridge loan under .23(a)(1)-4. That is why, the Credit Application Real Estate has been updated to show the **Rescindable** checkbox as selected in the For Lender's Use section for initial construction transactions that are bridge loans.
2. For the version of the Credit Application Real Estate where **HMDA Demographic Information** and **ECOA Government Monitoring** checkboxes are displayed in the section 13. Government Monitoring or Demographic Information, the selection logic for these checkboxes have been updated:
 - The **HMDA Demographic Information** will be displayed as selected if **Demographic Information Collected Separately** is selected on the Document Data page and either the transaction is HMDA reportable or **Government Monitoring Information for ECOA** is selected on the Document Data page.
 - The **ECOA Government Monitoring** will be displayed as selected for the non-HMDA

reportable transaction where **Government Monitoring Information for ECOA** and **Government Monitoring Information Collected Separately** checkboxes are selected on the Document Data page.

Escrow Instructions

The Escrow Instructions has been updated to print the name of the organization contact under the signature line on page 3. Before the contact name entered under the Alternate Address Information in Administration was printed there.

Loan Agreement Construction

The Loan Agreement Construction has been updated to collect **Monthly Advance Limit Number** under the Note section within the document. Prior to the update this number was collected in the **Advance Limit Number** field under the Payment Stream section. Any transaction with an entry in the **Advance Limit Number** field will have that number moved to the new **Monthly Advance Limit Number** field.

Notice of Right of Rescission

Notice of Right of Rescission Copy 2

Notice of Right of Rescission Copy 3

Regulation Z's 12 CFR 1026.23(a)(1) comment 4 states that bridge loans are subject to the Right of Rescission. Therefore, a transaction that is a residential mortgage transaction, including a transaction to initially construct a principal dwelling is still subject to the Right of Rescission if it is a bridge loan under .23(a)(1)-4. That is why, the selection rules for the documents have been updated and the documents will be available on the Document Data page for initial construction transactions that are bridge loans.

Request for Verification of Rent or Mortgage

The Request for Verification of Rent or Mortgage has been revised as follows:

- The Privacy Act Notice will always print for FHA, VA and USDA loans. It will conditionally print for Conventional loans if **Include Privacy Act Notice** is selected within the document.
- The Information To Be Verified section has been redesigned. Now it will contain the Property Address field and the table with the following information: Type of Account, Account in Name of, Account Number and Balance.
- The Part II - To be Completed by Landlord has been redesigned. In addition, the **Account Number** for Rental Account, Land Contract or Mortgage Account, if applicable, will be printed in this section.
- The Part III - Authorized Signature will always print for FHA, VA and USDA loans. It will conditionally print for Conventional loans if **Include Part III Federal Statutes Text** is selected within the document.

Subordination Agreement Real Estate Lien

The Subordination Agreement Real Estate Lien has been updated to no longer print the city and state where the agreements are delivered. So, the **Delivery City and State of Agreements** checkbox has been removed from the document.

Universal Credit Application Real Estate HMDA

Regulation Z's 12 CFR 1026.23(a)(1) comment 4 states that bridge loans are subject to the Right of Rescission. Therefore, a transaction that is a residential mortgage transaction, including a transaction to initially construct a principal dwelling is still subject to the Right of Rescission if it is a bridge loan under .23(a)(1)-4. That is why, the Universal Credit Application Real Estate HMDA has been updated to show the **Rescindable** checkbox as selected in the For Lender's Use section for initial construction transactions that are bridge loans.

Your Home Loan Toolkit

Your Home Loan Toolkit Spanish

The last page of the Your Home Loan Toolkit and Your Home Loan Toolkit Spanish documents have been updated with the current Consumer Financial Protection Bureau (CFPB) complaint mailing address.

ALASKA

Modification Agreement Deed of Trust

The Modification Agreement Deed of Trust has been updated so that the value entered in the **Recording Jurisdiction Name** will be printed in the Background section instead of the **Recording Office**. Consequently, the **Recording Office** field has been removed from the document.

ILLINOIS

Conventional First Mortgage Security Instrument

The Conventional First Mortgage Security Instrument has been updated to conditionally print 'at the rate of ____' in the Definitions section (D/E Note). A new checkbox **Exclude Interest Rate on Mortgage** has been added to the document while selecting or deselecting it, 'at the rate of ____' will be either hidden or printed on the document.

MISSOURI

Application Disclosure

The selection rule for the Application Disclosure has been changed to align with other state specific Application Disclosure versions. Now the document will be available on the transaction where the real estate collateral is located in Missouri and there is at least one fee with the **Fee will be paid prior to closing** selected under the Fee [-Name] section on the Document Data page.

NORTH CAROLINA

Attorney Insurance Preference Notice-NC

In order to be compliant with North Carolina G.S. 54C-124 which states that a savings bank or service corporation shall notify borrowers of their right to select their own legal counsel and insurance agent in connection with the loan, a new document Attorney Insurance Preference Notice-NC has been added to the upfront document package. The document will be available on the Document Data page for transactions where the **Organization Type** (selected in Admin) is set either to Savings Association/Savings And Loan or Savings Bank and the **Organization Jurisdiction** is North Carolina.

PENNSYLVANIA

Acknowledgement Section

Pennsylvania revised its statutory acknowledgment language found in 57 Pa C.S.A. 316. The statute provides sample notary acknowledgment content for both individual and representative capacity signers. In order to be compliant with new amendments to the acknowledgement content, the Acknowledgement Section has been revised as follows:

- 'State of Pennsylvania' will be printed instead of 'Commonwealth of Pennsylvania' at the top of the Acknowledgement Section.
- New language, 'This record was acknowledged before me on [date] by [name of signer]', will be printed for individuals (i.e., signing on one's own behalf).
- New language, 'This record was acknowledged before me on [date] by [name of signer] as [title/signing capacity] who represent that (he, she or they) are authorized to act on behalf of [name of person or

entity on whose behalf the signer is signing]', will be printed for representative capacity (used for agents signing under power of attorney, signers for entities).

TEXAS

Transfer of Lien-TX

The Transfer of Lien-TX has been updated and the value entered in the **Original Security Instrument Filing Record Volume Number** field under the Collateral section is now available in the **Recording Book** field of the same section.

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