

Governance, Risk & Compliance

# What's New with the Documents

ComplianceOne® mortgage

2017.3



## Governance, Risk & Compliance

This publication was written for ComplianceOne® mortgage

### Publication Information / Version

Document Title: What's New with the Documents

Release Date: 2017 September

### Distributed Subject to Terms of a License or other Agreement

The contents of this publication, including its appendices, exhibits, and other attachments, as updated or revised, are highly confidential and proprietary to Wolters Kluwer Financial Services, Inc. or its subsidiaries or affiliates ("Wolters Kluwer Financial Services"). This publication is distributed pursuant to a Non-Disclosure Agreement, Evaluation Agreement, License Agreement and/or other similar agreement(s) with Wolters Kluwer Financial Services, Inc. or its subsidiary or affiliate. Unless otherwise specifically provided in such agreement(s), the reproduction of this publication is strictly prohibited. Use and distribution of this publication are also subject to the responsibilities and obligations of such agreement(s), which require confidential treatment of this publication and its contents.

Information in this guide is subject to change without notice and does not represent a commitment on the part of Wolters Kluwer Financial Services.

### Do Not Reproduce or Transmit

Unless otherwise specifically authorized in the agreement or license under which this publication has been provided, no part of this publication may be posted, played, transmitted, distributed, copied or reproduced in any form or by any means, electronic or mechanical, including photocopying, recording, or retaining on any information storage and retrieval system, without prior written permission from Wolters Kluwer Financial Services.

Requests for permission to reproduce content should be directed to Wolters Kluwer Financial Services, Inc., Corporate Legal Department, by telephone at 1-800-397-2341.

### Not a Substitute for Legal Advice

This publication is intended to provide accurate and authoritative information about the subject matter covered based upon information available at the time of publication. Examples given in this publication are for illustrative purposes only.

Development of this publication and the software (including forms, disclosures, reports, and other documents generated by the software) or other products that it describes was based on Wolters Kluwer Financial Services' understanding of various laws, regulations and commentaries. Wolters Kluwer Financial Services cannot and does not guarantee that its understanding is correct.

This publication is not intended, and should not be used, as a substitute for legal, accounting, or other professional advice. Wolters Kluwer Financial Services is not engaged in providing legal, accounting or other professional services. If legal or other professional assistance is required, you should seek the services of a competent professional. We encourage you to seek the advice of your own attorney concerning all legal issues involving the use of this publication and any products described in this publication. If your interpretations or your counsel's interpretations are contrary to those expressed in this publication, you should of course, follow your/your counsel's interpretations.

The following notice is required by law:

**Wolters Kluwer Financial Services' PRODUCTS AND SERVICES ARE NOT A SUBSTITUTE FOR THE ADVICE OF AN ATTORNEY.**

### Warranty Disclaimer

**Except only for the warranties (if any) expressly set forth in the agreement(s) under which this publication is provided (i.e., your agreement or license for the described product), this publication is provided "as is", and Wolters Kluwer Financial Services makes no warranty, express, implied, by description, by sample or otherwise, and in particular and without limitation, makes no implied warranties of merchantability or fitness for purpose. No modifications to this Warranty Disclaimer are authorized unless in writing and signed by the President or a Vice President of the Wolters Kluwer Financial Services entity licensing the product described in this publication.**

### Attributions and Acknowledgements

All trademarks are the property of their respective owners.

### Copyright Information

©2017 Wolters Kluwer Financial Services, St. Cloud, Minnesota

This publication is the confidential information of Wolters Kluwer Financial Services. Distribution of this publication is subject to restrictions in the license or agreement under which this publication is provided to authorized Wolters Kluwer Financial Institution customers.

All rights reserved.

# Content

<b>What's New .....</b>	<b>1</b>
<b>MULTI-STATE .....</b>	<b>1</b>
Consent to Contact You By Telephone, Text and Email .....	1
Demographic Information Addendum .....	1
Loan Modification Agreement .....	1
Modification Agreement-Deed of Trust .....	1
Mortgage Loan Commitment .....	1
Verbal Verification of Employment .....	1
<b>CALIFORNIA .....</b>	<b>2</b>
Notice of Right to Cancel Mortgage Insurance-CA .....	2
<b>NEW YORK .....</b>	<b>2</b>
Interest Rate Lock Commitment-NY .....	2
<b>TEXAS .....</b>	<b>2</b>
Acknowledgment of Fair Market Value of Homestead Property-TX .....	2
Home Equity Notice-TX .....	2
<b>VIRGINIA .....</b>	<b>2</b>
Conventional First Deed Of Trust And Subordinate Security Instrument-VA .....	2
Deed of Trust-MLA-VA .....	3
FHA Deed of Trust-VA .....	3
Rate Lock Agreement .....	3

## What's New

### MULTI-STATE

#### Consent to Contact You By Telephone, Text and Email

The Consent to Contact You By Telephone, Text and Email has been updated so that **Select the Consent to Contact You By Telephone, Text and Email for This Collateral Owner** is only included in the Owner section on the Document Data page when the owner is not the same person as the Borrower.

#### Demographic Information Addendum

The Demographics Information Addendum has been changed to allow up to 100 characters for the fields below pursuant to the Consumer Financial Protection Bureaus amended Filing Instruction Guide for HMDA data collected in 2018:

- Other Hispanic or Latino
- American Indian or Alaska Native
- Other Asian
- Other Pacific Islander

#### Loan Modification Agreement

The Loan Modification Agreement has been updated to print the following statement in the Late Charge section when the transaction is secured by a Mobile Home (Personal Property/ Residence) located in GA and Organization's Lien Position is First:

If this loan is secured by a first lien on a residential manufactured home, then no late charge will be assessed on the final scheduled payment.

Previously this statement was printing for all transactions.

#### Modification Agreement-Deed of Trust

The Modification Agreement-Deed of Trust has been updated to print 'Borrower has promised to pay this debt in full on or before [maturity date].' when Repayment Method is Single Payment. Previously, this sentence was 'Borrower has promised to pay this debt in regular periodic payments and to pay the debt in full not later than [maturity date].'

#### Mortgage Loan Commitment

The Mortgage Loan Commitment has been updated to print Property Address, Lien Position, and Property Type for all real estate collateral securing the transaction. Also, the layout of the table has been modified to print the items across the page.

#### Verbal Verification of Employment

The Verbal Verification of Employment has been changed so it is selected when **Verbal Verification of Employment Requested** is selected in the Previous Employer section on the Document Data page for

borrowers and/or cosigners.

## CALIFORNIA

### Notice of Right to Cancel Mortgage Insurance-CA

The Notice of Right To Cancel Mortgage Insurance-CA has been updated to select for transactions where the real estate property is located in California and **PMI Applies**, **USDA Mortgage Insurance Applies** or **Mortgage Insurance Applies** is checked on the Calculations page. Previously this was only selected for transactions where the real estate property was located in California and **USDA Mortgage Insurance Applies** or **Mortgage Insurance Applies** was selected on the Calculations page.

## NEW YORK

### Interest Rate Lock Commitment-NY

The Interest Rate Lock Commitment-NY has been updated to print the second address, city, state, and postal code of the **Organization** selected on the Loan Definition page in the Company Address field. In addition, the **Subsequent Rate Change** along with the frequency of the rate changes (for example monthly) prints in the Adjustment Period field.

## TEXAS

### Acknowledgment of Fair Market Value of Homestead Property-TX

The Acknowledgment of Fair Market Value of Homestead Property-TX has been changed to no longer round the fair market value. The fair market value now prints the full dollar amount expressed in dollars and cents.

### Home Equity Notice-TX

The Home Equity Notice-TX has been updated to be selected when **Language Preference Type** is Spanish on the Document Data page. Both the Spanish and English versions are to be delivered to borrowers when the **Language Preference Type** is Spanish.

## VIRGINIA

### Conventional First Deed Of Trust And Subordinate Security Instrument-VA

In conjunction with Fannie Mae's authorized change, the Trustee definition has been changed in Section D of the Conventional First Deed Of Trust And Subordinate Security Instrument. The Trustee is now defined as '...a Virginia resident and/or a United States - or Virginia-organized corporation or other permissible entity.' Previously the Trustee was defined as '...a Virginia resident and/or a United States- or Virginia-chartered corporation whose principal office is located in Virginia.'

Additionally, the following language is required on the Conventional First Deed of Trust And Subordinate Instrument for loans that meet the criteria set forth in Virginia Code Section 55-58.3(B), is secured by a residential real estate 1-unit dwelling and there is existing subordinate financing with an original principal amount not exceeding \$150,000:

This is a refinance of Deed of Trust, Mortgage or other security interest recorded in the clerk's office, Circuit Court of \_\_\_\_\_, Virginia, in Deed Book \_\_\_\_\_, page \_\_\_\_\_, in the original principal amount of \_\_\_\_\_, and with the outstanding principal balance which is \_\_\_\_\_. Pursuant to Section of the Code of Virginia.

To determine whether the original principal amount of the subordinate financing exceeded \$150,000, the **Original Note Amount** in the Lienholder section in Document Data was previously used. This logic has been

updated to instead rely on the **Original Amount Of Existing Note Being Refinanced** in the Loan to Refinance section.

#### **Deed of Trust-MLA-VA**

##### **FHA Deed of Trust-VA**

In conjunction with Fannie Mae's authorized change, the Trustee definition has been changed in Section D of the FHA Deed Of Trust-VA. The Trustee is now defined as '...a Virginia resident and/or a United States - or Virginia-organized corporation or other permissible entity.' Previously the Trustee was defined as '...a Virginia resident and/or a United States- or Virginia-chartered corporation whose principal office is located in Virginia.'

#### **Rate Lock Agreement**

The Rate Lock Agreement has been updated as a result of revisions to Virginia Administrative Code in 10 VAC 5-160-30. When the real property is located in Virginia, the Lock Expiration Date paragraph now includes the following language:

If the mortgage loan associated with this agreement does not close by the expiration date, the lender is no longer obligated to the terms of this agreement. Any terms not locked in by the lock-in agreement are subject to change until three days prior to settlement.

**About Wolters Kluwer Financial Services** - Whether complying with regulatory requirements or managing financial transactions, addressing a single key risk, or working toward a holistic enterprise risk management strategy, Wolters Kluwer Financial Services works with more than 15,000 customers worldwide to help them successfully navigate regulatory complexity, optimize risk and financial performance, and manage data to support critical decisions. Wolters Kluwer Financial Services provides risk management, compliance, finance and audit solutions that help financial organizations improve efficiency and effectiveness across their enterprise. With more than 30 offices in 20 countries, the company's prominent brands include: FRSGlobal, FinArch, ARC Logics®, TeamMate®, Bankers Systems, VMP® Mortgage Solutions, AppOne®, GainsKeeper®, Capital Changes, NILS®, AuthenticWeb™ and Uniform Forms™. Wolters Kluwer Financial Services is part of Wolters Kluwer, a leading global information services and solutions provider with annual revenues of (2012) €3.6 billion (\$4.6 billion) and approximately 19,000 employees worldwide. Please visit our website for more information.

**Wolters Kluwer Financial Services**

6815 Saukview Drive  
St Cloud, MN, 56303  
Toll-free: 800.274.2711

To learn more visit **WoltersKluwerFS.com**.

©2017 Wolters Kluwer Financial Services, Inc. All Rights Reserved.