

## APPENDIX A

**Form A1 – Annual Certification**

**Form A2 – Fannie Mae Form Letter**

**Form A3 – Certification of Name Change**

**Form A4 – Acknowledgement and Assumption of Obligations by  
Successor**

**FORM A1 – Annual Certification**

**COMMUNITY DEVELOPMENT ADMINISTRATION (CDA)**

**CONTRACT SERVICER ANNUAL CERTIFICATION**

We, \_\_\_\_\_, ("SERVICER") originate/service loans for the Maryland Department of Housing and Community Development's Community Development Administration (CDA) and hereby certify to the following:

**1. DEPOSITORY ACCOUNTS**

**A. Principal and Interest Payments** - All moneys collected that represent principal and interest payments on CDA mortgages serviced are deposited in a federally-insured custodial account titled "(Name of Servicer), as Trustee, agent or bailee for the Community Development Administration". These accounts are located in the depositories as shown below, and the average balances are as of the date of this Certification. These moneys are not commingled with any other moneys of or held by SERVICER.

DEPOSITORY NAME, ADDRESS	ACCOUNT NO.	BALANCE	TBW/IDC RATING/ EFFECTIVE DATE

**B. Escrows** - All such accounts include escrow for taxes, hazard insurance, PMI or MHF insurance and, where applicable, ground rent and flood insurance. All moneys collected are deposited to a federally-insured custodial account titled "(Name of Servicer) as Trustee, agent or bailee for the Community Development Administration and Various Mortgageors". These accounts are located in the depositories as shown below and the average balances shown are as of the date of this Certification. These moneys are not commingled with any other moneys of or held by SERVICER. (Attach additional sheets, if necessary.) All escrow accounts have been analyzed within the last twelve months and any deficiencies are being corrected.

( Form A1 - continued)

**COMMUNITY DEVELOPMENT ADMINISTRATION (CDA)**

**CONTRACT SERVICER ANNUAL CERTIFICATION**

DEPOSITORY NAME, ADDRESS	ACCOUNT NO.	BALANCE	TBW/IDC RATING EFFECTIVE DATE

**2. INSURANCE AND TAXES**

**A. Hazard Insurance**

(i) Insurance policies (fire and extended coverage or such other coverage specifically required by the mortgage insurer or guarantor or CDA, including flood insurance (where applicable) are in full force and effect.

(ii) Such policies are written by insurance companies that are qualified to do business in Maryland, acceptable for Mortgages sold to or serviced for FNMA and contain a mortgagee clause in favor of MD Community Development Administration and (lender), and/or their successors and assigns, as their interests may appear.

(iii) On MMP loans secured by single family dwellings, such insurance amount is equal to the lesser of the loan amount or 100% of the replacement value of the improvements located on the property. This is an amount sufficient to ensure that CDA could not become a co-insurer under the terms and conditions of the applicable policy.

(iv) Such policies must meet all the requirements of the mortgage insurer or guarantor.

( Form A1 - continued)

**COMMUNITY DEVELOPMENT ADMINISTRATION (CDA)**

**CONTRACT SERVICER ANNUAL CERTIFICATION**

**B. Mortgage Insurance and Guarantees**

(i) For all loans required to be insured or guaranteed by FHA, VA, or USDA/RD(RHS), all mortgage insurance and guarantees are in full force in and effect and all premiums have been paid. (All MMP loans originated after August 1, 1997 have been required to be insured or guaranteed by FHA, VA, or USDA/RD(RHS). Mortgage Agents will be notified by CDA of any changes in this requirement.)

(ii) For all loans made before August 1, 1997 and insured or guaranteed by FHA or VA, all mortgage insurance and guarantees are in full force in and effect and all premiums have been paid.

(iii) For all loans made before August 1, 1997 and originally insured by the Maryland Housing Fund, all mortgage insurance is in full force in and effect and all premiums have been paid, unless CDA has authorized the cancellation of mortgage insurance in writing.

(iv) For all other loans made before August 1, 1997, either (a) a loan shall have been exempt from the requirement for mortgage insurance because of a loan-to-value ratio of 75% or higher; or (b) a loan shall carry private mortgage insurance acceptable to CDA.

**C. Fidelity Bond Coverage**

The following fidelity coverage is maintained and is in full force and effect:

Amount: \$ \_\_\_\_\_  
Insurer: \_\_\_\_\_  
Policy No.: \_\_\_\_\_  
Expiration or  
Renewal Date: \_\_\_\_\_

(Form A1 - continued)

**COMMUNITY DEVELOPMENT ADMINISTRATION (CDA)**

**CONTRACT SERVICER ANNUAL CERTIFICATION**

**D. Errors and Omissions Coverage**

The following errors and omission coverage is maintained and is in full force and effect:

Amount                                   \$ \_\_\_\_\_  
Insurer:                                   \_\_\_\_\_  
Policy No.:                               \_\_\_\_\_  
Expiration or  
Renewal Date:                           \_\_\_\_\_

Any questions pertaining to this type of insurance should be directed to Jerri Barbour (410)-514-7317 or Barbour@dhcd.state.md.us.

**E. Real Estate Taxes**

All real estate taxes and lienable assessments have been paid.

**3. QUALITY CONTROL**

We have a Quality Control System that fully complies with all applicable mortgage insurers/guarantors and FNMA requirements.

**4. INSPECTIONS**

All properties which secure mortgages are being inspected when a mortgage becomes 70 days delinquent unless the mortgage insurers/guarantors require the inspection earlier. There are no adverse factors requiring your attention.

**5. OWNER OCCUPANCY**

We understand that all properties under the Maryland Mortgage Program must be owner occupied, except as approved by CDA, and therefore we have researched all address changes to determine there are no violations. We have notified CDA if we became aware that the borrower failed to move into the property within 60 days of closing or if the borrowers gave notice that they no longer occupy or intend to occupy the property.

(Form A1 - continued)

**COMMUNITY DEVELOPMENT ADMINISTRATION (CDA)**

**CONTRACT SERVICER ANNUAL CERTIFICATION**

6. We conform to the Single Audit Program as suggested by the Mortgage Bankers Association of America.

Yes (  )                      No (  )

IF ANSWER TO QUESTION 6 IS YES, PLEASE ATTACH A COPY TO THIS CERTIFICATION.

7. We certify that, as of the date of this Certification, we are a FNMA-approved Servicer in good standing, that we meet the FNMA net worth and financial condition requirements, that we quarterly verify that depositories for custodial accounts meet FNMA's rating requirements and that we are in compliance with the terms of the FNMA Mortgage Selling and Servicing Contract, any separate FNMA agreement and the provisions of the FNMA Servicing Guide.

**CERTIFICATION**

**I hereby certify that the above information is correct and accurate to the best of my knowledge and belief and that it may be relied upon by the Maryland Department of Housing and Community Development Community Development Administration determining compliance by the above-named Servicer with the regulations and requirements regarding these items under the Maryland Mortgage Program and the Mortgage Agency Agreement.**

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature of Officer

\_\_\_\_\_  
Type or Printed Name of Officer

\_\_\_\_\_  
Title of Officer



(continued)

**COMMUNITY DEVELOPMENT ADMINISTRATION (CDA)**  
**CONTRACT SERVICER PARTICIPANT UPDATE RECORD**  
**(to be returned with Annual Certification)**

Audited Financial Statements (which include an Auditor's Certification of compliance with MBA Single Audit Program, if applicable) for the last fiscal year (\_\_\_\_\_):

- a. \_\_\_\_\_ are attached
- b. \_\_\_\_\_ were sent on \_\_\_\_\_ to \_\_\_\_\_.
- c. \_\_\_\_\_ will be available and forwarded to CDA by \_\_\_\_\_.

\_\_\_\_\_  
Signature of Officer  
responsible for these reports.

\_\_\_\_\_  
Typed or Printed Name of Officer

\_\_\_\_\_  
Title of Officer



**FORM A2 – Fannie Mae Form Letter**

(FNMA Regional Office letterhead)

Ms. Jerri L. Barbour  
Compliance Section  
Maryland Dept. of Housing and Community Development  
Division of Credit Assurance  
100 Community Place  
Crownsville, MD 21032

Re: (Servicer name)

Dear Ms. Barbour

The above named Servicer remains as a Servicer in good standing as of (end of Servicer's fiscal year). The (Servicer name) has complied with FNMA's requirements with respect to financial condition and net worth, fidelity bond and errors and commissions coverages and use of property rated depositories for custodial accounts.

Please contact this office if you should have any questions regarding the current status of the servicer named above.

Sincerely,

Lender Administration Office

**DHCD FORM A3**

**CERTIFICATION OF NAME CHANGE  
AND ACKNOWLEDGMENT OF OBLIGATIONS**

**WHEREAS**, \_\_\_\_\_ (the "Lender") entered into a Mortgage Purchase Agreement effective as of the date the Administration executed it (the "Purchase Agreement") [and a related Mortgage Agency Agreement dated as of \_\_\_\_\_, 20\_\_ (the "Agency Agreement"), both] with the Community Development Administration, an agency of the Department of Housing and Community Development of the State of Maryland (the "Administration") relating [respectively] to the origination of mortgage loans for purchase by the Administration [and to the servicing of such loans]; and

**WHEREAS**, the Division of Credit Assurance of the Department of Housing and Community Development of the State of Maryland agreed to insure the Lender through the Maryland Housing Fund for losses sustained by reason of default in payment by mortgagors in consideration of premiums to be paid by the Lender pursuant to a Master Policy (the "Master Policy") issued on \_\_\_\_\_, 20\_\_; and

**WHEREAS**, effective the \_\_ day of \_\_\_\_\_, 20\_\_ (the "Name Change Date"), the name of the Lender [was] [will be] changed to \_\_\_\_\_ (the "Renamed Lender"); and

**WHEREAS**, the Renamed Lender wishes to acknowledge its obligations under the Purchase Agreement and Lender Documents thereunder [and under the Agency Agreement] and under the Master Policy; and

**WHEREAS**, the Administration and the Division of Credit Assurance wish to confirm the status of the Renamed Lender;

**NOW THEREFORE**, in consideration of the foregoing premises and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Renamed Lender certifies, acknowledges, confirms, and agrees, and makes representations and warranties as follows:

1. The Renamed Lender is a "mortgage lender" as defined in Article 83B Section 2-203(t) of the Annotated Code of Maryland, as amended.

2. The Renamed Lender is duly organized, validly existing, and possesses all requisite power and authority and all governmental certificates of authority, licenses, permits, and qualifications: (i) to do business in the State of Maryland, making, [servicing] and selling mortgage loans; and (ii) to enter into, execute, deliver, and carry out all of the transactions contemplated by the Purchase Agreement [and Agency Agreement] and the Master Policy.

3. The Renamed Lender is a [Federal National Mortgage Association] [Federal Home Loan Mortgage Corporation] approved originator [and servicer] of mortgage loans.

[FNMA #: \_\_\_\_\_]

[FHLMC #: \_\_\_\_\_]

4. The Renamed Lender is licensed as a Mortgage Lender under the Maryland Mortgage Lender Law, or is exempt from licensing under §11-501 et seq of the Financial Institutions Article, Annotated Code of Maryland, as amended.

5. The Renamed Lender maintains at least one loan origination office in the State of Maryland located at \_\_\_\_\_.

6. The Renamed Lender is providing to the Administration an opinion of counsel in the form attached hereto as Exhibit 1.

7. The name change [will not result] [did not result] in a change of [ownership] [assets] [officers] [directors] and [employees].

8. Effective upon the Name Change Date the Renamed Lender is obligated to fulfill all of the obligations of the Lender under the Purchase Agreement and all Lender Documents thereunder [and under the Agency Agreement] and under the Master Policy.

9. Effective upon the Name Change Date the Renamed Lender covenants and agrees to be bound and obligated by all of the covenants and agreements by Lender contained in the Purchase Agreement [and in the Agency Agreement] and in the Master Policy.

10. The Renamed Lender will maintain an office in the State of Maryland for so long as the Renamed Lender originates or makes residential mortgage loans for sale to the Administration. The current address of such Maryland office of the Renamed Lender is \_\_\_\_\_.

11. The Renamed Lender will maintain facilities for servicing mortgage loans within the mid-atlantic region for so long as the Renamed Lender services Administration mortgage loans. Mid-atlantic region means the states of Delaware, Maryland, New Jersey, Pennsylvania, Virginia, West Virginia, and the District of Columbia. The current address of such mid-atlantic regional office of the Renamed Lender is \_\_\_\_\_.

**[SIGNATURES FOLLOW ON NEXT PAGE]**

**IN WITNESS WHEREOF**, the Renamed Lender has duly executed this Certification and Acknowledgement as of the \_\_\_ day of \_\_\_\_\_, 20\_\_.

RENAMED LENDER

[ATTEST][WITNESS]:

[NAME OF ENTITY]

\_\_\_\_\_

By: \_\_\_\_\_

\_\_\_\_\_  
Name and Title

[In the event the Lender is still in existence at the time of execution of this instrument, the Lender shall join in acknowledging the change of name and assumption of obligations by the Renamed Lender.]

LENDER

[ATTEST][WITNESS]:

[NAME OF ENTITY]

\_\_\_\_\_

By: \_\_\_\_\_ (SEAL)

\_\_\_\_\_  
Name and Title

In reliance upon this Certification and Acknowledgement of Obligations with its attached Exhibit, the Administration recognizes (the Renamed Lender) \_\_\_\_\_ as the contracting party for purposes of the Purchase Agreement [and Agency Agreement] by and between (the Lender) and the Administration.

By: \_\_\_\_\_  
(Date)

\_\_\_\_\_  
Name and Title  
Homeownership Programs

By: \_\_\_\_\_  
(Date)

\_\_\_\_\_  
Name and Title  
Housing Management

In reliance upon this Certification and Acknowledgement of Obligations with its attached Exhibit, the Division of Credit Assurance recognizes (the Renamed Lender) \_\_\_\_\_ as the Insured for purposes of the Master Policy.

By: \_\_\_\_\_ (Date)

\_\_\_\_\_  
Name and Title  
Division of Credit Assurance

**FORM A4**

**ACKNOWLEDGMENT AND ASSUMPTION OF OBLIGATIONS BY SUCCESSOR**

**WHEREAS**, \_\_\_\_\_ (the "Lender") entered into a Mortgage Purchase Agreement effective as of the date the Administration executed it (the "Purchase Agreement") [and a related Mortgage Agency Agreement dated as of \_\_\_\_\_, 20\_\_ (the "Agency Agreement"), both] with the Community Development Administration, an agency of the Department of Housing and Community Development of the State of Maryland (the "Administration") relating [respectively] to the origination of mortgage loans for purchase by the Administration [and to the servicing of such loans];

**WHEREAS**, the Division of Credit Assurance of the Department of Housing and Community Development of the State of Maryland agreed to insure the Lender through the Maryland Housing Fund for losses sustained by reason of default in payment by mortgagors in consideration of premiums to be paid by the Lender pursuant to a Master Policy (the "Master Policy") issued on \_\_\_\_\_, 20\_\_; and

**WHEREAS**, on the \_\_\_\_ day of \_\_\_\_\_, 20\_\_ (the "Date of Acquisition"), all [shares of] [ownership interests in] [assets of] the Lender [were acquired] [will be acquired] by \_\_\_\_\_, and \_\_\_\_\_ thereby [became] [will become] the successor to the Lender; and

**WHEREAS**, \_\_\_\_\_ (the "Successor") wishes to acknowledge its obligations under the Purchase Agreement [under the Agency Agreement] and under the Master Policy as successor to the Lender.

**NOW THEREFORE**, in consideration of the foregoing premises and the approval by the Administration and the Division of Credit Assurance of \_\_\_\_\_ as Successor to the Lender for purposes of the above agreement[s] with the Administration and the Division of Credit Assurance, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Successor acknowledges, covenants, and agrees, and makes representations and warranties as follows:

1. The Successor is a "mortgage lender" as defined in Article 83B Section 2-203(t) of the Annotated Code of Maryland, as amended.

2. The Successor is duly organized, validly existing, and possesses all requisite power and authority and all governmental certificates of authority, licenses, permits, and qualifications: (i) to do business in the State of Maryland, making, selling [and servicing] mortgage loans; and (ii) to enter into, execute, deliver, and carry out all of the transactions contemplated by the Purchase Agreement [and Agency Agreement] and Master Policy.

3. The Successor is a [Federal National Mortgage Association] [Federal Home Loan Mortgage Corporation] approved originator [and servicer] of mortgage loans.

[FNMA #: \_\_\_\_\_]  
[FHLMC #: \_\_\_\_\_]

4. The Successor is providing to the Administration an opinion of counsel in the form attached hereto as Exhibit 1.

5. The Successor is providing to the Administration the attached Exhibit 2 (Financial and Other Information). The information contained therein is true and correct as of the dates stated.

6. The Successor acknowledges and affirms to the Administration and the Division of Credit Assurance that effective upon the Date of Acquisition of the Lender by the Successor, the Successor assumes all of the obligations of the Lender under the Purchase Agreement and all Lender Documents thereunder [and under the Agency Agreement] and under the Master Policy.

7. Effective upon the Date of Acquisition the Successor covenants and agrees to be bound and obligated by all of the covenants and agreements by Lender contained in the Purchase Agreement [and in the Agency Agreement] and in the Master Policy.

8. The Successor will maintain an office in the State of Maryland for so long as the Successor originates or makes residential mortgage loans for sale to the Administration. The current address of such a Maryland office of the Successor is \_\_\_\_\_.

9. The Successor will maintain facilities for servicing mortgage loans within the mid-atlantic region for so long as the Successor services Administration mortgage loans. Mid-atlantic region means the states of Delaware, Maryland, New Jersey, Pennsylvania, Virginia, West Virginia, and the District of Columbia. The current address of such mid-atlantic regional office of the Successor is \_\_\_\_\_.

**IN WITNESS WHEREOF**, the Successor has duly executed this Acknowledgement and Assumption as of the \_ day of \_\_\_\_\_, 20\_\_.

SUCCESSOR

[ATTEST][WITNESS]:

[NAME OF ENTITY]

\_\_\_\_\_

By: \_\_\_\_\_

\_\_\_\_\_  
Name and Title

[In the event the Lender is still in existence at the time of execution of this instrument, the Lender shall join in acknowledging the acquisition and assumption of obligations by the Successor.]

LENDER

[ATTEST][WITNESS]:

[NAME OF ENTITY]

\_\_\_\_\_

By: \_\_\_\_\_ (SEAL)

\_\_\_\_\_  
Name and Title

In reliance upon this Acknowledgement and Assumption of Obligations with its attached Exhibits, the Administration approves \_\_\_\_\_ as the Successor to \_\_\_\_\_ for purposes of the Purchase Agreement [and Agency Agreement] by and between \_\_\_\_\_ and the Administration.

By: \_\_\_\_\_ (Date)

\_\_\_\_\_  
Name and Title  
Homeownership Programs

By: \_\_\_\_\_ (Date)

\_\_\_\_\_  
Name and Title  
Housing Management

In reliance upon this Acknowledgement and Assumption of Obligations with its attached Exhibits, the Division of Credit Assurance approves \_\_\_\_\_ as the Successor to \_\_\_\_\_ as the Insured for purposes of the Master Policy.

By \_\_\_\_\_ (Date)

\_\_\_\_\_  
Name and Title  
Division of Credit Assurance



## **Appendix B**

- #1 Form - SF01 Daily Cash Remittance**
- #2 Form - SF01 Summary of Remittance PIF (Payoff)**
- #3 Form - Group Reconciliation Report**
- #4 Form - AES SF02- Cash Reconciliation Report MMY (MRR Totals)**
- #5 Form - Principal Reconciliation Report MMY**
- #6 Form - AES SF02 Detail List Prepays MMY**
- #7 Form - AES SF02 Detail List Curtailments MMY**
- #8 Form - AES SF02 Detail List Payoffs MMY**
- #9 Form - AES SF02 Detail List Delinquencies MMY**
- #10 Form - AES SF02 Detail Reversals MMY**
- #11 Form - AES Monthly Detail Remit Report MMY**
- #12 Form - Portfolio Activity and reconciliation MMY**
- #13 Form - MMP05 Delinquencies & Payments Due but Not Remitted**
- #14 Form - MMP06 Reductions & Level Payments Billed, not Processed**
- #15 Form - MMP07 Collection Report**
- #16 Form - MMP08 Trial Balance**
- #17 Form - MMP09 Loan Paid In Full Statement**
- #18 Form - MMP10 Soldiers & Sailors Notification**
- #19 Form - MMP11 Single Family Servicer Exceptions Record Layout**
- #20 Form - B12 Standard Reports for DHCD Finance**

Servicer: «Company»

This remittance is for payments collected for the <i>month ending</i>	<b>For Allfirst Bank Use Only</b>									
<table border="1" style="width: 100%;"> <tr> <td style="width: 33%;">FUNCTION</td> <td style="width: 33%;">CASH</td> <td style="width: 33%;">RECEIPT CODE:</td> </tr> <tr> <td>CASH: CASH</td> <td>PRINCIPAL CASH</td> <td>150</td> </tr> <tr> <td></td> <td></td> <td>OTHER RECEIPT</td> </tr> </table>	FUNCTION	CASH	RECEIPT CODE:	CASH: CASH	PRINCIPAL CASH	150			OTHER RECEIPT	Prepared By: Phone: Date:
FUNCTION	CASH	RECEIPT CODE:								
CASH: CASH	PRINCIPAL CASH	150								
		OTHER RECEIPT								
Date Remitted	Signature									

Account	Cash	Explanation
SFP06504		A «N» 065 1982-1
SFP06604		A «N» 066 1983-1
SFP06704		A «N» 067 1983-2
SFP06804		A «N» 068 1984-1
SFP06904		A «N» 069 1984-2
SFP07004		A «N» 070 1985-1
SFP07104		A «N» 071 1985-2
SFP04004		A «N» 040 1987-5
SFP04004		A «N» B02 1987-5 040
SFP04104		A «N» 041 1987-6
SFP04204		A «N» 042 1987-7
SFP04404		A «N» 044 1987-9
SFP04504		A «N» 045 1988-1
SFP04804		A «N» 048 1988-2
SFP04904		A «N» 049 1988-3
SFP05004		A «N» 050 1988-4
SFP04604		A «N» 046 1988 March
SFP04604		A «N» C02 1988-0 046 March
SFP04604		A «N» C03 1988-0 046 March
SFP04704		A «N» 047 1988 June
SFP05604		A «N» 056 1989-5
SFP05704		A «N» 057 1989-6
SFP05704		A «N» D05 1989-6 057
SFP05704		A «N» D06 1989-6 057
SFP06080		A «N» 060 SPIF

Account	Cash	Explanation
SFP02004		A «N» 020 1990-3
SFP02004		A «N» E01 1990-3 020
SFP02004		A «N» E02 1990-3 020
SFP02004		A «N» E03 1990-3 020
SFP02004		A «N» E04 1990-3 020
SFP02004		A «N» E05 1990-3 020
SFP02004		A «N» E07 1990-3 020
SFP02104		A «N» 021 1990-4
SFP02204		A «N» 022 1990-5
SFP02504		A «N» 025 1991-3
SFP02604		A «N» 026 1991-4
SFP02904		A «N» 029 1992-1
SFP03004		A «N» 030 1992-2
SFP03304		A «N» 033 1992-3
SFP03404		A «N» 034 1992-4
SFP03404		A «N» F04 1992-4 034
SFP03404		A «N» F07 1992-4 034
SFP03504		A «N» 035 1992-7
SFP03604		A «N» 036 1992-8
SFP03604		A «N» F05 1992-8-036
SFP03604		A «N» F06 1992-8-036
SFP03904		A «N» 039 1993-3
SFP00204		A «N» 002 1994-1
SFP00304		A «N» 003 1994-4
SFP00404		A «N» 004 1994-5

**ALLFIRST BANK**

**REVISED 10-2002**

SFP00504	A «N» 005 1994-6
SFP00604	A «N» 006 1994-7
SFP01004	A «N» 010 1994-9
SFP00704	A «N» 007 1995-1
SFP00804	A «N» 008 1995-2
SFP00904	A «N» 009 1995-3
SFP01104	A «N» 011 1995-4
SFP01204	A «N» 012 1995-5
SFP01304	A «N» 013 1996-3
SFP01404	A «N» 014 1996-4
SFP01504	A «N» 015 1996-5
SFP01604	A «N» 016 1996-6
SFP01704	A «N» 017 1997-1
SFP01704	A «N» A03 1997-1 017
SFP01704	A «N» A04 1997-1 017
SFP01804	A «N» 018 1999-1
SFP07604	A «N» 076 1999-2
SFP07704	A «N» 077 1999-3
SFP07804	A «N» 078 2000 First
SFP08604	A «N» 086 2001 First
SFP08704	A «N» 087 2001 Second
SFP08804	A «N» 088 2002 First Series
SFP08904	A «N» 089 2002 Second Series
GBR00099	A «N» 099 GBR
RRB10180	A «N» 101 COLLATERAL RES
RRB10204	A «N» 102 1997A
RRB10304	A «N» 103 1997B
RRB10304	A «N» 800 P-1997 Series B (103/018)
RRB10404	A «N» 104 1998A
RRB10504	A «N» 105 1998B
RRB10504	A «N» 801 P-1998 Series B (105/018)
RRB10604	A «N» 106 1998D
RRB10604	A «N» 802 P-1998 Series D (106/018)
RRB10604	A «N» 803 P-1998 Series D (106/018)

**Summary of Remittance**

RRB10704	A «N» 107 1999C
RRB10804	A «N» 108 1999D
RRB10904	A «N» 109 1999E
RRB11004	A «N» 110 1999F
RRB11104	A «N» 111 1999H
RRB11204	A «N» 112 2000 Series A
RRB11304	A «N» 113 2000 Series B
RRB11404	A «N» 114 2000 Series C
RRB11504	A «N» 115 2000 Series D
RRB11604	A «N» 116 2000 Series F
RRB11704	A «N» 117 2000 Series G
RRB11704	A «N» 804 P-2000 Series G (117/018)
RRB11704	A «N» 805 P-2000 Series G (117/018)
RRB11804	A «N» 118 2000 Series H
RRB11904	A «N» 119 2001 A
RRB12004	A «N» 120 2001 B
RRB12004	A «N» 806 P-2001 Series B (120/018)
RRB12104	A «N» 121 2001 E
RRB12204	A «N» 122 2001 F
RRB12204	A «N» 807 P-2001 Series F (122/018)
RRB12204	A «N» 808 P-2001 Series F (122/018)
RRB12204	A «N» 809 P-2001 Series F (122/109)
RRB12404	A «N» 810 P-2001 Series H (124/119)
RRB12304	A «N» 123 2001 Series G
RRB12404	A «N» 124 2001 Series H
RRB12504	A «N» 125 2002 Series A
RRB11504	A «N» 811 P-2000 Series D (115/113)
RRB12004	A «N» 812 P-2001 Series B (120/117)
Total Cash:	

This space is provided for a copy of proof tape.

Allfirst Bank

Servicer: «Company»  
Contact: \_\_\_\_\_  
Address: \_\_\_\_\_

Servicer is required to:  
Send in signed and dated proper forms along with a tape  
Mail check and this form to:  
M & T Bank  
25 S. Charles Street  
Mail Code 101-591  
Baltimore, MD 21201

Or wire funds with wire directive ( series application) to:  
M & T Bank  
ABA #022-0000-46  
Account # 01950200  
F/F/C Trust Division/CC880

A signed copy of this form, a copy of the check,  
Wire transmittal and tape are to be mailed to:  
Maryland Department of Housing  
and Community Development  
CDA Finance Room 4.454  
100 Community Place  
Crownsville, MD 21032

**Maryland Community Development Administration  
MONTHLY CASH RECONCILIATION**

SERVICER # \_\_\_\_\_

SERVICER \_\_\_\_\_ SERIES \_\_\_\_\_

ADDRESS \_\_\_\_\_ MONTH Ending \_\_\_\_\_

1. Amount Due (BOTTOM LINE Level Payment Billing Statement ..... \$ \_\_\_\_\_
2. Additions To Amount on Line #1 (Complete Form SF04 or SF06 [BOTTOM] for Documentation and Attach)
  - A. Prepaid Installments Received ..... +\$ \_\_\_\_\_
  - A. Curtailments Received .....
  - C. Miscellaneous Additions (Increase to Final Payment) ..... +\$ \_\_\_\_\_
  - D. Loan(s) Paid-in-Full Received (Principal and Interest ONLY) ..... +\$ \_\_\_\_\_
3. Reductions From Amount Due on Line #1 (Complete Forms SF05 or SF06) for Documentation and Attach)
  - A. Delinquencies - on Loans Reported by Servicer ..... \$ \_\_\_\_\_
  - B. Delinquencies - on Loans Purchased, But Not Set-Up on Servicer's System (Or Payments Due, But Not Remitted).. \$ \_\_\_\_\_ -\$ \_\_\_\_\_
  - C. Miscellaneous Reductions (Reversal of Payment(s) or Curtailment(s); Decrease to Final Payment ..... -\$ \_\_\_\_\_
  - D. Level Payments Billed, But Not Collected for Payment or Foreclosure ..... -\$ \_\_\_\_\_
4. Servicing Fee Earned (Include Service Fee Earned on Payoffs) ..... -\$ \_\_\_\_\_
5. Total Remittance Due DHCD, EXCLUSIVE OF FORECLOSURES (Sum of 1-4) ... =\$ \_\_\_\_\_
6. REMITTANCES TO TRUSTEE (DO NOT ATTEMPT TO REMIT NEGATIVE TOTALS)

<b>Interim Remittances</b>		<b>Final Remittance</b>		<b>Payoff Remittances</b>	
<u>Date</u>	<u>Amount</u>	<u>Date</u>	<u>Amount</u>	<u>Date</u>	<u>Amount</u>
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____

(For Additional Space Use Attached Page)

7. Total Remittances This Month ..... =\$ \_\_\_\_\_
8. Principal Payments Collected (Including Payoffs) ..... +\$ \_\_\_\_\_
9. Interest Payments Collected (Including Payoffs) ..... +\$ \_\_\_\_\_
10. Servicing Fee Earned (Including Payoffs) ..... - \$ \_\_\_\_\_
11. Prior Month's Overage (Only if included on your Billing Statement) ..... - \$ \_\_\_\_\_
12. Prior Month's Shortage (Only if included on your Billing Statement) ..... +\$ \_\_\_\_\_
13. TOTAL (Lines 8 through 12) ..... =\$ \_\_\_\_\_
14. Overage/Shortage This Month (If #5, 7 & 13 Are Not Equal, Enter Difference Here) +\$ \_\_\_\_\_
15. Other Remittance (Not Due Per Report) ..... \$ \_\_\_\_\_

Prepared By \_\_\_\_\_

Phone # \_\_\_\_\_

6. (Continued from previous page) REMITTANCES TO TRUSTEE (DO NOT ATTEMPT TO REMIT NEGATIVE TOTALS)

<b>Interim Remittances</b>		<b>Final Remittance</b>		<b>Payoff Remittances</b>	
<u>Date</u>	<u>Amount</u>	<u>Date</u>	<u>Amount</u>	<u>Date</u>	<u>Amount</u>
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____

Maryland Community Development Administration  
Principal Reconciliation

Servicer \_\_\_\_\_ Servicer # \_\_\_\_\_ Series # \_\_\_\_\_  
 Month Ending \_\_\_\_\_

	<u>LOAN NUMBER</u>	<u>LOAN COUNT</u>	<u>PRINCIPAL BALANCE</u>	<u>LEVEL</u>
<b>PAYMENTS</b>				
1. Total per DHCD LEVEL PAYMENT BILLING TRIAL Submitted to Servicer <u>with the Level Payment</u> <u>Billing Statement</u>	_____	_____	\$ _____	_____
2. LESS Total # of Loans Paid- In-Full and Total Level Payment of Loans Paid-In-Full This Cycle (Attach Forms MMP06 to Document)	_____	_____	(Include Prin Bal on Line 5)	_____
3. LESS Loans Foreclosed this cycle	_____	_____	\$ _____	_____
4. LESS Loans Purchased by DHCD, But Not Set-Up on Servicer's System	_____	_____	\$ _____	\$ _____
	_____	_____	_____	_____
	_____	_____	_____	_____
	_____	_____	_____	_____
	_____	_____	_____	_____
	_____	_____	_____	_____
	_____	_____	_____	_____
	_____	_____	_____	_____
5. LESS PRINCIPAL PAYMENTS Received, <u>MUST</u> agree with #8, of Form MMP02 (Include Payoff Principal Collected)	_____	_____	\$ _____	_____
6. OTHER DIFFERENCES (EXPLAIN)	_____	_____	_____	_____
7. Totals Per Servicer's Trial Balance (Attach MMP08 or Printout to Document) *	_____	-----	\$-----	\$-
-----				

\* NOTE: LINE #7 MUST AGREE WITH THE SERVICERS'S TRIAL BALANCE REPORT. ANY  
 REMAINING DIFFERENCE **MUST** BE LISTED ON LINE #6 OF THIS FORM, WITH AN EXPLANATION.

Maryland Community Development Administration

Servicer \_\_\_\_\_ Series # \_\_\_\_\_  
 Month Ending \_\_\_\_\_

**PREPAID INSTALLMENTS RECEIVED THIS MONTH**

<u>DHCD Loan Number</u>	<u>Mortgagor's Name</u>	<u>Transaction Date</u>	<u>Paid To Date</u>	<u>Amount Paid</u>
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
Enter Total on Line # 2A of MMP02			TOTAL	\$-----

CURTAILMENTS

_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
Enter Total on Line # 2B of MMP02			TOTAL	\$-----

**MISCELLANEOUS ADDITIONS TO AMOUNT DUE**

1= N/A            2= N/A  
 3= Amount Received, Greater Than Monthly Installment on a Maturing Mortgage

NOTE: DO NOT use this Section or line #2C of the Form MMP02 for ANY type of activity that is not listed above!

<u>DHCD Loan Number</u>	<u>Mortgagor's Name</u>	<u>Amount Paid</u>	<u>Code Number (from above)</u>
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
Enter Total on Line # 2C of MMP02		TOTAL	\$-----



Maryland Community Development Administration

Servicer \_\_\_\_\_ Series # \_\_\_\_\_  
 Month Ending \_\_\_\_\_

**DELINQUENCIES ON LOANS REPORTED BY SERVICER**

<u>DHCD Loan Number</u>	<u>Mortgagor's Name</u>	<u>Paid-to Date</u>	<u># of Months</u>	<u>* Amount Delinquent</u>
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____

Enter Total on Line # 3A of Form MMP02 TOTAL \$-----

**DELINQUENCIES**

(Payments Due, But Not Remitted on Loans Purchased: Due to Loans Not Set-up on Servicer's System)

<u>DHCD Loan Number</u>	<u>Mortgagor's Name</u>	<u>Paid-to Date</u>	<u># of Months</u>	<u>* Amount Delinquent</u>
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____

Enter Total on Line # 3B of Form MMP02 TOTAL \$=====

\* Must be divisible by the monthly level payment.

Maryland Community Development Administration

SERVICER \_\_\_\_\_ SERIES # \_\_\_\_\_  
 Month Ending \_\_\_\_\_

**MISCELLANEOUS REDUCTIONS FROM AMOUNT DUE**

**Code**

- (1) Reversal of curtailment(s) applied in a prior reporting cycle. Each curtailment reversal must be listed as a separate transaction. (\*)
- (2) Amount received less than monthly payment on a maturing mortgage.
- (3) Reversal of payment(s) applied in a prior reporting cycle.

NOTE: DO NOT use this section or line # 3C of the MMP02 for any type of activity that is not listed above.

<u>DHCD</u> <u>Loan Number</u>	<u>Code #</u> <u>(From Above)</u>	<u>Amount</u> <u>Reversed</u>	<u># Of</u> <u>Payments</u>	<u>Transaction</u> <u>Date</u>	<u>(*)Desired</u> <u>Paid-To-Date</u>
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____

Enter Total on Line # 3C of MMP02 TOTAL \$-----

**LOANS REMOVED THIS CYCLE**

<u>DHCD</u> <u>Loan Number</u>	<u>Monthly</u> <u>Level</u> <u>Pmt</u>	<u>Payments</u> <u>Not</u> <u>Collected</u>	<u>P-T-D</u> <u>At</u> <u>Payoff</u>	<u>-Collected Per Payoff-</u> <u>Principal + Interest</u>	<u>Total</u> <u>Principal +</u> <u>= Interest</u>	<u>* Y</u> <u>Or N</u>
_____	_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____	_____

Enter on Line #3D ofMMP02 \$=====

Enter Total on line #2D of Forms MMP02 \$=====

TOTAL Level Pmt \$===== TOTAL # of Loans Removed =====

Enter Total Monthly Level Payments and Total Number of Loans Removed on Line #2 of Form MMP03.

(\*) The Desired Paid-To-Date will be the Paid-To-DATE of the payment that the curtailment was originally applied after. If multiple reversals are required to an individual loan, please attach a loan history.

\* Is This a Foreclosure, Y=Yes, N=No (Y/N)







CDA Finance  
Community Development Administration  
100 Community Place, Crownsville, MD 21032  
410-514-7435

## LOAN PAID-IN-FULL STATEMENT

SERVICER: \_\_\_\_\_ SERVICER # \_\_\_\_\_

ADDRESS: \_\_\_\_\_ SERIES # \_\_\_\_\_

DATE SERVICER RECEIVED PAY-OFF \_\_\_\_\_ INTEREST RATE \_\_\_\_\_

DATE REMITTED TO TRUSTEE \_\_\_\_\_ SERVICE FEE RATE \_\_\_\_\_

DHCD LOAN NUMBER \_\_\_\_\_ SERVICE LOAN # \_\_\_\_\_

MHF INSURANCE CERTIFICATE NUMBER \_\_\_\_\_

MORTGAGOR NAME \_\_\_\_\_

PROPERTY ADDRESS \_\_\_\_\_

Paid-To-Date Before Payoff \_\_\_\_\_

Principal Balance Before Payoff \_\_\_\_\_ \$ \_\_\_\_\_

Interest Collected: From \_\_\_\_\_ To \_\_\_\_\_ +\$ \_\_\_\_\_

Sub-Total = \$ \_\_\_\_\_

Service Fee Earned \_\_\_\_\_ -\$ \_\_\_\_\_

TOTAL REMITTANCE TO TRUSTEE = \_\_\_\_\_

Signature \_\_\_\_\_

Servicer is required to mail check and this form to:

M & T Bank  
25 S. Charles Street  
Mail Code 101-591  
Baltimore, MD 21201

Or wire funds with wire directives (series application) to:

M & T Bank  
ABA: 022-000-46  
Account #01950200  
F/F/C Trust Division/CC880

A SIGNED COPY OF THIS FORM AND A COPY OF THE CHECK, AND/OR COPY OF THE WIRE TRANSMITTAL ARE TO BE MAILED TO: MARYLAND DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT, CDA FINANCE, ROOM 4.431, 100 COMMUNITY PLACE, CROWNSVILLE, MD 21032.

STATE OF MARYLAND – DEPARTMENT OF HOUSING & COMMUNITY DEVELOPMENT

SOLDIERS AND SAILORS CIVIL RELIEF ACT
Notice of Interest Rate Change

To: \_\_\_\_\_

Part I

From: \_\_\_\_\_

Part II

: SOLDIERS AND SAILORS CIVIL RELIEF ACT

Part I Place in Active Duty

WARNING: Information entered CAN NOT be deleted or changed !

Account # \_\_\_\_\_ Account Name \_\_\_\_\_

Servicer Name and Number \_\_\_\_\_

Active Duty Date \_\_\_\_/\_\_\_\_/\_\_\_\_ Original Loan Amount \_\_\_\_\_

Beginning Period \_\_\_\_/\_\_\_\_ Original Term \_\_\_\_\_

Anticipated Discharge Date \_\_\_\_/\_\_\_\_/\_\_\_\_ Current Principal \_\_\_\_\_

SSCRA Amortization Option : Remaining Term \_\_\_\_\_

A - Straight 6% Amortization \_\_\_\_\_ SSCRA Interest Rate \_\_\_\_\_

B - Principal at Note Rate, \_\_\_\_\_ SSCRA Level Payment \_\_\_\_\_
Interest at 6%

Part II Discharge from Active Duty

WARNING: Information entered CAN NOT be deleted or changed !

Account # \_\_\_\_\_ Account Name \_\_\_\_\_

Servicer Name and Number \_\_\_\_\_

Active Duty Date \_\_\_\_/\_\_\_\_/\_\_\_\_ Original Loan Amount \_\_\_\_\_

Beginning Period \_\_\_\_/\_\_\_\_ Original Term \_\_\_\_\_

Anticipated Discharge Date \_\_\_\_/\_\_\_\_/\_\_\_\_ Current Principal \_\_\_\_\_

SSCRA Amortization Option : Remaining Term \_\_\_\_\_

A - Straight 6% Amortization \_\_\_\_\_ SSCRA Interest Rate \_\_\_\_\_

B - Principal at Note Rate, \_\_\_\_\_ Note Interest Rate \_\_\_\_\_
Interest at 6%

Discharge Date \_\_\_\_/\_\_\_\_/\_\_\_\_ Level Payment \_\_\_\_\_

Last Bill at SSCRA Rate \_\_\_\_/\_\_\_\_

# AOD/Emphasys Software

## SF Servicer Exceptions Record Layout

### Instructions

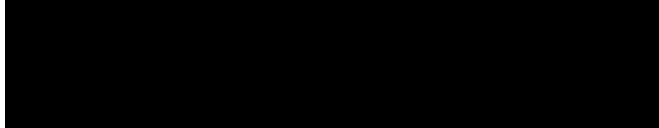
1. ASCII
2. Fixed length at 168 characters
3. All fields must be in DISPLAY mode
4. Detail records for each servicer/series/reporting period must begin with a HEADER record and terminate with a HEADER TRAILER record.
5. Non-encrypted file
6. Record delimiter is CR, no LF

### Special Notes

ZF	- Zero Filled
BF	- Blank Filled
RJ	- Right Justified
LJ	- Left Justified
S9 (7)	- Seven (7) position SIGNED numeric field (right over punched numeric)
S9 (9) V99	- Eleven (11) position SIGNED numeric field with two (2) decimals (right overpunched numeric)
N	Numeric
A	Alpha
AN	Alpha-numeric

Questions or comments to :

**AOD/Emphasys Software**



### Header Record

The following layout describes the "HEADER" record. This record must contain a RECORD\_TYPE of "1".

<u>Field Name</u>	<u>Length</u>	<u>Starting Position</u>	<u>Type</u>	<u>Comments</u>
Record_Type	1	1	N	Constant 1
Servicer_Code	3	2	AN	Servicer Number assigned by HFA
Series_Code	3	5	AN	Series Code assigned by HFA
Reporting_Period	4	8	N	YY/MM - Servicing Reporting period
Filler	157	12	A	BF

### Prepayment Record

The following layout describes the "PREPAYMENT" transaction record. This record must contain a RECORD\_TYPE of "2" and "TRANSACTION\_TYPE" of "01".

<u>Field Name</u>	<u>Length</u>	<u>Starting Position</u>	<u>Type</u>	<u>Comments</u>
Record_Type	1	1	N	Constant 2



**AOD/Emphasys Software**  
**SF Servicer Exceptions Record Layout**

Servicer_Code	3	2	AN	Servicer Number assigned by HFA
Series_Code	3	5	AN	Series Code assigned by HFA
Loan_Number	11	8	AN	Loan Number assigned by HFA
Transaction_Type	2	19	N	Constant 01
Filler	1	21	A	BF
Transaction_Date	6	22	N	YY/MM/DD - Date prepayment was received
Interest_Paid_To_Date	6	28	N	YY/MM/DD - Date the loan is paid through after transaction
Prepayment_Amount	9	34	N	RJ, ZF, S9(7)V99 - Must be a multiple of the P&I constant
Filler	126	43	A	BF

**Curtailment Record**

The following layout describes the "CURTAILMENT" transaction record (principal only payment). This record must contain a RECORD\_TYPE of "2" and TRANSACTION\_TYPE of "02".

<u>Field Name</u>	<u>Length</u>	<u>Starting Position</u>	<u>Type</u>	<u>Comments</u>
Record_Type	1	1	N	Constant 2
Servicer_Code	3	2	AN	Servicer Number assigned by HFA
Series_Code	3	5	AN	Series Code assigned by HFA
Loan_Number	11	8	AN	Loan Number assigned by HFA
Transaction_Type	2	19	N	Constant 02
Filler	1	21	A	BF
Transaction_Date	6	22	N	YY/MM/DD - Date Curtailment was received
Apply_After_Pmt_Of	6	28	N	YY/MM/DD - Date the loan was paid through before the transaction
Curtailment_Amount	9	34	N	RJ, ZF, S9(7)V99 - Amount of Curtailment
Curtail_Melded_Series	3	43	AN	Series Code assigned by HFA. Only to be used for melded bond series and if the curtailment amount is only to be applied to one of the participating series instead of prorata. If not a melded series, must be blank filled (BF).
Loan_Mod_Code	1	46	AN	Enter Y if a HAMP loan mod. Otherwise, leave blank or enter N
Filler	122	47	A	BF

**Miscellaneous Increases Record**

The following layout describes the "MISCELLANEOUS INCREASES" transaction record. This record must contain a RECORD\_TYPE of "2" and TRANSACTION TYPE of "03".

<u>Field Name</u>	<u>Length</u>	<u>Starting Position</u>	<u>Type</u>	<u>Comments</u>
Record_Type	1	1	N	Constant 2
Servicer_Code	3	2	AN	Servicer Number assigned by HFA
Series_Code	3	5	AN	Series Code assigned by HFA
Loan_Number	11	8	AN	Loan Number assigned by HFA
Transaction_Type	2	19	N	Constant 03

**AOD/Emphasys Software**  
**SF Servicer Exceptions Record Layout**

Transaction_Code	1	21	N	Constant 1, 2 or 3 1- Interest received on new loans 2- Penalty or late charges 3- Amount greater than a full month's payment on a maturity
Transaction_Date	6	22	N	YY/MM/DD
Interest_Paid_To_Date	6	28	N	ZF for Transaction_Codes 1&2 Required for Transaction_Code 3: YY/MM/DD Date the loan should be paid through after transaction
Increasing_Amount	9	34	N	RJ, ZF, S9(7)v99 - Amount of Increase
Filler	126	43	A	BF

**Delinquency Record**

The following layout describes the "DELINQUENCY" transaction record. This record must contain a RECORD\_TYPE of "2" and TRANSACTION\_TYPE of "04".

<u>Field Name</u>	<u>Length</u>	<u>Starting Position</u>	<u>Type</u>	<u>Comments</u>
Record_Type	1	1	N	Constant 2
Servicer_Code	3	2	AN	Servicer Number assigned by HFA
Series_Code	3	5	AN	Series Code assigned by HFA
Loan_Number	11	8	AN	Loan Number assigned by HFA
Transaction_Type	2	19	N	Constant 04
Filler	1	21	A	BF
Interest_Paid_To_Date	6	22	N	YY/MM/DD - Date the loan is paid through after transaction
Delinquent_Amount	9	28	N	RJ, ZF, S9(7)v99 - Must be a multiple of the P&I constant
Delinquency_Status_Code	3	37	AN	BF if this field is not being entered
Delinquency_Reason_Code	3	40	AN	BF if this field is not being entered
Property_Occupancy_Code	3	43	AN	BF if this field is not being entered
Last_Payment_Date	6	46	N	MM/DD/YY - ZF if this field is not being entered
Filler	117	52	A	BF

**Miscellaneous Decreases Record**

The following layout describes the "MISCELLANEOUS DECREASES" transaction record. This record must contain a RECORD\_TYPE of "2" and TRANSACTION\_TYPE of "05".

<u>Field Name</u>	<u>Length</u>	<u>Starting Position</u>	<u>Type</u>	<u>Comments</u>
Record_Type	1	1	N	Constant 2
Servicer_Code	3	2	AN	Servicer Number assigned by HFA
Series_Code	3	5	AN	Series Code assigned by HFA
Loan_Number	11	8	AN	Loan Number assigned by HFA
Transaction_Type	2	19	N	Constant 05

**AOD/Emphasys Software**  
**SF Servicer Exceptions Record Layout**

Transaction_Code	1	21	N	Constant 1, 2 or 3 1- Curtailment reversal 2- Amount less than a full month's payment on a maturity 3- Payment reversal
Transaction_Date	6	22	N	YY/MM/DD
Interest_Paid_To_Date	6	28	N	YY/MM/DD Date the loan should be paid through after transaction
Decreasing_Amount	9	34	N	RJ, ZF, S9(7)v99 Transaction_Code 1= Must match a previously applied curtailment Transaction_Code 2= Must be less than the P&I constant Transaction_Code 3= Must be a multiple of the P&I constant
Curtailed_Series	2	43	A	Series Code assigned by HFA. Only to be used for melded bond series and if the curtailment amount is only to be applied to one of the participating series instead of prorata. If not a melded series, must be blank filled (BF).
Filler	124	45	A	BF

**Uncollected Payments on Payoffs and Foreclosures**

The following layout describes the "UNCOLLECTED PAYMENTS ON PAYOFFS AND FORECLOSURES" transaction record. This record must contain a RECORD\_TYPE of "2" and TRANSACTION\_TYPE of "06".

<u>Field Name</u>	<u>Length</u>	<u>Starting Position</u>	<u>Type</u>	<u>Comments</u>
Record_Type	1	1	N	Constant 2
Servicer_Code	3	2	AN	Servicer Number assigned by HFA
Series_Code	3	5	AN	Series Code assigned by HFA
Loan_Number	11	8	AN	Loan Number assigned by HFA
Transaction_Type	2	19	N	Constant 06
Transaction_Code	1	21	A	Constant "P"-Payoff or "F"-Foreclosure
Interest_Paid_To_Date	6	22	N	YY/MM/DD - Date the loan is paid through
Filler	6	28	A	BF
Uncollected_Amount	9	34	N	RJ, ZF, S9(7)V99 - Must be a multiple of P&I constant
Filler	126	43	A	BF

**Payoff Record**

The following layout describes the "PAYOFF" transaction record. This record must contain a RECORD\_TYPE of "2" and TRANSACTION\_TYPE of "07".

<u>Field Name</u>	<u>Length</u>	<u>Starting Position</u>	<u>Type</u>	<u>Comments</u>
Record_Type	1	1	N	Constant 2
Servicer_Code	3	2	AN	Servicer Number assigned by HFA
Series_Code	3	5	AN	Series Code assigned by HFA
Loan_Number	11	8	AN	Loan Number assigned by HFA

**AOD/Emphasys Software**  
**SF Servicer Exceptions Record Layout**

Transaction_Type	2	19	N	Constant 07
Filler	1	21	A	BF
Payoff_Date	6	22	N	YY/MM/DD
Interest_Paid_to_Date	6	28	N	YY/MM/DD- Date the loan is paid through
Principal_Balance	9	34	N	RJ, ZF, S9(7)v99- Principal balance at time of payoff
Interest	9	43	N	RJ, ZF, S9(7)v99-Interest accrued through payoff date
Settlement_Expense_Loan	7	52	N	RJ, ZF, S9(7)-Settlement expense loan amount
Service Fee	7	59	N	RJ, ZF, S9(5)v99-Servicing fees through payoff date
Penalty Fee	9	66	N	RJ, ZF, S9(7)v99-Penalty fee charged
Total_Cash_Collected	9	75	N	RJ, ZF, S9(7)v99-Total amount collected
Filler	85	84	A	BF

**Servicer Cash Remittance Record**

The following layout describes the "CASH REMITTANCE" transaction record. This record must contain a RECORD\_TYPE of "2" and TRANSACTION\_TYPE of "08".

<u>Field Name</u>	<u>Length</u>	<u>Starting Position</u>	<u>Type</u>	<u>Comments</u>
Record_Type	1	1	N	Constant 2
Servicer_Code	3	2	AN	Servicer Number assigned by HFA
Series_Code	3	5	AN	Series Code assigned by HFA
Filler	11	8	A	BF
Transaction_Type	2	19	N	Constant 08
Transaction_Code	1	21	A	Constant "A" or "P" "A" - Mortgage payment remittance "P" - Payoff remittance
Date_Remitted	6	22	N	YY/MM/DD
Filler	6	28	A	BF
Amount_Remitted	9	34	N	RJ, ZF, S9(7)V99
Comment_Line	25	43	AN	LJ, BF
Filler	101	68	A	BF

**Funds Transmittal**

The following layout describes the "FUNDS TRANSMITTAL" transaction record. This record must contain a RECORD\_TYPE of "2" and TRANSACTION\_TYPE of "09".

<u>Field Name</u>	<u>Length</u>	<u>Starting Position</u>	<u>Type</u>	<u>Comments</u>
Record_Type	1	1	N	Constant 2
Servicer_Code	3	2	AN	Servicer Number assigned by HFA
Series_Code	3	5	AN	Series Code assigned by HFA
Filler	11	8	A	BF
Transaction_Type	2	19	N	Constant 09
Principal_Received	11	21	N	RJ, ZF, S9(9)V99 - Total Principal received
Interest_Received	11	32	N	RJ, ZF, S9(9)V99 - Total interest received
Service_Fee_Charged	11	43	N	RJ, ZF, S9(9)V99 - Service fee charged, must be negative if due to the servicer

**AOD/Emphasys Software**  
**SF Servicer Exceptions Record Layout**

Prior_Month_Overage	11	54	N	RJ, ZF, S9(9)V99 - Prior month's overage adjustment
Prior_Month_Shortage	11	65	N	RJ, ZF, S9(9)V99 - Prior month's shortage adjustment
Miscellaneous_Cash_1	11	76	N	RJ, ZF, S9(9)V99
Miscellaneous_Cash_2	11	87	N	RJ, ZF, S9(9)V99
Filler	71	98	A	BF

**Monthly Remittance Reconciliation**

The following layout describes the "MONTHLY REMITTANCE RECONCILIATION" transaction record. This record must contain a RECORD\_TYPE of "2" and TRANSACTION\_TYPE of "10".

<u>Field Name</u>	<u>Length</u>	<u>Starting Position</u>	<u>Type</u>	<u>Comments</u>
Record_Type	1	1	N	Constant 2
Servicer_Code	3	2	AN	Servicer Number assigned by HFA
Series_Code	3	5	AN	Series Code assigned by HFA
Filler	11	8	A	BF
Transaction_Type	2	19	N	Constant 10
Amount_Billed_by_HFA	11	21	N	RJ, ZF, S9(9)V99 - Amount billed by HFA
Total_Prepayments	11	32	N	RJ, ZF, S9(9)V99 -Total amount of prepayment transactions
Total_Curtailments	11	43	N	RJ, ZF, S9(9)V99 -Total amount of curtailment transactions
Total_Increases	11	54	N	RJ, ZF, S9(9)V99 - Total amount of increasing transactions
Total_Payoffs	11	65	N	RJ, ZF, S9(9)V99 - Total amount of payoff transactions
Total_Delinquencies	11	76	N	RJ, ZF, S9(9)V99 - Total amount of delinquency transactions
Total_Decreases	11	87	N	RJ, ZF, S9(9)V99 - Total amount of decreasing transactions
Total_Uncollected_PF	11	98	N	RJ, ZF, S9(9)V99 - Total amount of uncollected pymts. due to payoffs & foreclosures
Service_Fee_Charged	11	109	N	RJ, ZF, S9(9)V99 - Service fee charged. Must be negative if due to the servicer
Net_Amount_Due	11	120	N	RJ, ZF, S9(9)V99 - Amount billed by HFA plus or minus all exceptions & service fee
Total_Cash_Remitted	11	131	N	RJ, ZF, S9(9)V99 - Total of all cash remittances
EOM_Loan_Count	5	142	N	RJ, ZF, S9(5) - Loan count at end of each month
EOM_Principal_Balance	11	147	N	RJ, ZF, S9(9)V99 - Principal balance at end of month
EOM_Level_Payments	11	158	N	RJ, ZF, S9(9)V99 - Level payments at end of month

**Trailer Header Record**

The following layout describes the "TRAILER HEADER" record. This record must contain a RECORD\_TYPE of "3".

<u>Field Name</u>	<u>Length</u>	<u>Starting Position</u>	<u>Type</u>	<u>Comments</u>
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**AOD/Emphasys Software**  
**SF Servicer Exceptions Record Layout**

Record_Type	1	1	N	Constant 3
Servicer_Code	3	2	AN	Servicer Number assigned by HFA
Series_Code	3	5	AN	Series Code assigned by HFA
Reporting_Period	4	8	N	YY/MM
Total_No_of_Trans_2	7	12	N	RJ, ZF, S9(7) - Total number of records with a record_type of 2
Filler	150	19	A	BF

**FORM B12 – standard reports for DHCD Finance**

<b>Report #</b>	<b>Report Name</b>
<b>Daily Reports:</b>	
<b>D1</b>	<b>Daily Loan Collections Report</b>
<b>Monthly Reports:</b>	
<b>M1</b>	<b>Monthly Loan Collections Summary Report</b>
<b>M2</b>	<b>Unidentified Collection Aging Analysis Report</b>
<b>M3</b>	<b>Accrued Interest Report</b>
<b>M4</b>	<b>Principal Activity Report – All Loans</b>
<b>M5</b>	<b>Principal Activity Report – Permanent Loans</b>
<b>M6</b>	<b>Principal Activity Report – Loans in Construction</b>
<b>M7</b>	<b>Principal Activity Report – New Loans</b>
<b>M8</b>	<b>Escrow Analysis Summary Report</b>
<b>M9</b>	<b>Delinquent Accounts Summary Report</b>
<b>M10</b>	<b>Delinquent Accounts Detail Report</b>

## **Appendix C**

**Form C1 – Servicer Introductory Letter**

**Form C2 – DHCD Loss Mitigation Letter**

**Form C3 – Default Notice**

**Form C4 – Acceleration Letter**

**Form C5 – Statement of Mortgage Debt**

**Form C6 – Delinquency Status and Recommendation Form**

**Form C7 – Request for Original Documents After Payoff**

**Form C8 – Loan Assumption Transmittal Checklist**

**Form C9 – Closing Instructions Letter for Assumption**

**Form C10 – Annual Notice of Homeowner’s Protection Act of 1998**

**Form C10A- MHF Annual Notice of Homeowner’s Protection Act of 1998**

**Form C11- Report of Hazard Insurance Loss**



**DHCD FORM C-1**

NEW ACCOUNT LETTER

DATE

Dear

We welcome you to \_\_\_\_\_ as new mortgage customer and look forward to servicing your mortgage needs. As a new mortgage customer, we need to confirm the information supplied to us from settlement (or the previous servicer) so that our records will be correct. We also would like to confirm the basic terms of the mortgage. If your address or phone number has changed, please return a copy of this letter in the postage paid envelope with the most current information. Please make any corrections at the side of the information lines. Thank you!

Corrections?

Name

Address

Home telephone #

Daytime telephone #

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Please tell us of any special conditions concerning you by telephone.

\_\_\_\_\_  
\_\_\_\_\_

All mortgage payments are due on the **first day** of each month. Your first monthly payment is due on the **first day** of \_\_\_\_\_. You will receive a bill for the payment in a few days. Please call us immediately if a bill is not received before the due date. A late charge is assessed if the payment is received more than fifteen (15) days past the due date. Please make all payments promptly on the **first day** of each month to avoid the possibility of a late penalty.

If you have any questions concerning your mortgage, please do not hesitate to call us at

\_\_\_\_\_

Sincerely,

Servicer Representative Name  
Servicer Company Name

**DHCD FORM C-2**

**NOTICE OF MORTGAGE LOAN DEFAULT**

Date:

Re:

Dear Mortgagor(s):

**Your mortgage is now in default. This is a serious situation!** You need to act immediately to resolve this matter. Remember, we are here to help you maintain your mortgage payments and remain in your home.

The total amount due, good until \_\_\_\_\_ is \$\_\_\_\_\_

If you cannot reinstate your loan in full at this time, please contact our office immediately.

Please call us at \_\_\_\_\_. Our office is open from \_\_\_\_\_ to \_\_\_\_\_ daily. You may also write us if you cannot at this time, please address your letter to : \_\_\_\_\_.

Please include your home and work numbers in your letter. Please also include the time we can reach you.

**Remember, your home is your most important asset.** Please allow us to help you protect that asset by contacting us immediately. We will make every effort to assist you in reinstating your loan if you will contact us.

Please contact us today.

Sincerely

Servicer Representative Name

Servicer Company Name

**DHCD FORM C3 – DHCD Loss Mitigation Letter**

**TEXT FOR 60 DAYS LOSS MITIGATION LETTER TO BE SENT TO MORTGAGOR  
WITHIN 5 BUSINESS DAYS AFTER THE 60<sup>TH</sup> DAY OF DELINQUENCY**

Re:

Dear:

**THIS IS AN ATTEMPT TO COLLECT A DEBT. ANY INFORMATION RECEIVED CAN AND WILL BE USED FOR THAT PURPOSE.**

You obtained a mortgage loan from the (INSERT IF MMP LOAN: Community Development Administration (CDA) of the) Maryland Department of Housing and Community Development. Your loan payments are seriously delinquent.

**IF YOU HAVE ALREADY REINSTATED YOUR ACCOUNT OR MADE A PAYMENT ARRANGEMENT, PLEASE DISREGARD THIS NOTICE AND THANK YOU.**

**If the loan is not brought current, legal action will be initiated.** Under the terms of your loan, legal action can begin at any time now that you have failed to make payments. If legal action is started, you will also be responsible for the attorney fees and foreclosure costs which usually add up to several thousands of dollars.

Foreclosure proceedings will result in your home being sold at public auction and your family being forced to vacate the premises. If the property does not sell for an amount sufficient to pay back the loan, a personal judgment may be entered against you, which can result in a lien against other assets such as paychecks, bank accounts, cars, etc. This delinquency will be noted on your credit records and will affect your ability to obtain future loans. Your home cannot be sold by you unless the entire amount of this debt is paid.

**If you would like to save your home but cannot bring the loan current, we strongly suggest you seek professional housing counseling. A list of HUD-approved housing counseling agencies is enclosed.**

If you are unable to bring your loan current, it may be possible to delay or even alleviate the need for foreclosure legal action if you choose and are eligible for one of the following alternatives:

1. **Repayment plan** – As your loan servicer, we may be able to make arrangements with you to collect regular monthly payments and a portion of the back amount owed. If your circumstances warrant a more lenient plan, a more lengthy term for repayment of the back amount

Attachment to DHCD SF Loss Mitigation Guidelines

60 Day Loss Mitigation Letter Text

Page two of two

owed may be considered. **Special consideration will be given for a repayment plan if you are agree to work with a professional housing Counselor.**

2. **Refinance and pay off your loan in full** – You may be able to refinance your current loan with another lending institution.
3. **Sell your home and pay off your loan in full** – It may be possible to delay legal action if you list your home for sale with a realtor. We can also negotiate accepting partial payments on the delinquency if additional time is needed to sell the home.
4. **Request approval for a “short Payoff”** – If you are unable to sell your home for the full amount of the mortgage debt because there is little equity in your home, it may be possible that a payoff for less than the full amount owed would be accepted.
5. **Request a Deed in Lieu of Foreclosure** - If you choose this option and meet the requirements, foreclosure legal action will not be initiated; and a personal judgment will not be entered against you for any loss incurred on the loan.

Please contact \_\_\_\_\_, immediately at \_\_\_\_\_, If we do not hear from you by \_\_\_\_\_, we will have to assume that you do not intend to pursue any of the loss mitigation options offered above or otherwise meet the financial obligations of your mortgage loan. **Legal proceedings may then begin at any time without further notice to you.**

Sincerely,

Servicer Representative Name  
Servicer Company Name

Enclosure: HUD Housing Counseling Agency List

**DHCD FORM C-4**

**ACCELERATION LETTER**

Date:

Re:

Dear Mortgagor(s)

Pursuant to the Security Instrument you executed to secure the purchase loan for the above-referenced property, notice is hereby given as follows:

You are in default under the terms of your agreement for failure to make payments as required.

You must now make all payments required to bring your account current and cure the default.

You must bring the account current no later than \_\_\_\_\_ by remitting payment of \$\_\_\_\_\_.

Failure to comply with this notice may result in maturity of your loan being accelerated and a PUBLIC AUCTION SALE OF YOUR PROPERTY may occur.

You are further advised that you have the right to reinstate your loan now and after acceleration and you have the right to assert the non-existence of a default in a foreclosure proceeding.

If the default has not been cured by the date set forth above, demand is made for the immediate payment in full of the entire indebtedness of \$\_\_\_\_\_. No additional demand will be made and foreclosure will be commenced without further notice. If you have a preferred interest loan, that preferred interest will be rescinded as of the above date and you will be obligated for the interest shown in the loan documents. You will be further obligated for all expenses we incur in this matter.

You may contact us at \_\_\_\_\_ should you have any questions concerning this matter.

Sincerely

Servicer Representative Name  
Servicer Company Name

**DHCD FORM C- 5**

**STATEMENT OF MORTGAGE DEBT**

Servicer: \_\_\_\_\_ Servicer # \_\_\_\_\_

Mortgagor(s): \_\_\_\_\_

Property Address: \_\_\_\_\_

ORIGINAL AMOUNT OF INDEBTEDNESS	\$
PAID ON PRINCIPAL	_____
PRINCIPAL BALANCE	\$
INTEREST@ PER DIEM \$	
FROM THRU	
DELINQUENT CHARGES \$ PER MONTH	\$
SUSPENSE ACCOUNT	\$
ESCROW ACCOUNT-BALANCE/(OVERDRAFT)	\$ _____
TOTAL MORTGAGE DEBT	\$ _____

DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT (DHCD)
DELINQUENCY STATUS AND RECOMMENDATION

ACTION (Circle One): FORECLOSURE DEED IN LIEU BANKRUPTCY LSM SHORT SALE
HOLD/FORBEARANCE HOLD/REFINANCE LOAN MODIFICATION OTHER
(list) \_\_\_\_\_

Borrower: \_\_\_\_\_ Soc. Sec. No.: \_\_\_\_\_
Borrower: \_\_\_\_\_ Soc. Sec. No.: \_\_\_\_\_
Property: \_\_\_\_\_ Mailing \_\_\_\_\_
Address: \_\_\_\_\_ Address: \_\_\_\_\_

Borrower Home Phone # \_\_\_\_\_ Borrower Work # \_\_\_\_\_
DHCD/CDA Loan Number: \_\_\_\_\_
Servicer: \_\_\_\_\_ Servicer #: \_\_\_\_\_

Loan Type: (Circle One) CDA/BOND DHCD/STATE FUNDED
Prim Insurer: FHA VA RHS MHF PMI/other Ins. No.: \_\_\_\_\_
Pool Insurer: MHF GE/VEREX MGIC None Ins. No. \_\_\_\_\_

Original Loan Amt.: \$ \_\_\_\_\_ Closing Date: \_\_\_\_\_ 1st Legal Deadline: \_\_\_\_\_
Principal Balance: \$ \_\_\_\_\_ Paid to Date: \_\_\_\_\_
Mortgage Pymt: \$ \_\_\_\_\_ Interest Rate: % Late Charge: \$ \_\_\_\_\_/mo.
Escrow Balance: \$ \_\_\_\_\_ (+ - ) Suspense Balance: \$ \_\_\_\_\_
Ground Rent: \_\_\_\_\_/mo. Last Paid: \_\_\_\_\_ Taxes \$ \_\_\_\_\_/yr. Tax Year \_\_\_\_\_
Ground Rent Holder Name: \_\_\_\_\_
Address: \_\_\_\_\_

Cause of Default: \_\_\_\_\_
Housing Counseling Recommended: Yes No If No, why not: \_\_\_\_\_
Loss Mitigation options discussed with borrower (Yes or No): Forbearance \_\_\_\_\_
Short Sale \_\_\_\_\_ Refinance \_\_\_\_\_ Deed In Lieu \_\_\_\_\_ Loan Mod \_\_\_\_\_
Borrower made offer to cure/payment proposal? Yes (attach copy) \_\_\_\_\_ No \_\_\_\_\_
Date loss mitigation letters sent: \_\_\_\_\_
Date Acceleration Letter Sent: \_\_\_\_\_ Borrower response: \_\_\_\_\_

Property Inspection Date: \_\_\_\_\_ Prop. Value: \$ \_\_\_\_\_
Property Vacant/Abandoned? \_\_\_\_\_ If Vacant, secured? \_\_\_\_\_ Boarded? \_\_\_\_\_
For Sale? \_\_\_\_\_ Realtor Name/Phone: \_\_\_\_\_

Bankruptcy Case # \_\_\_\_\_ Chapter # \_\_\_\_\_
Post-Petition Payments due date(s) \_\_\_\_\_ Monthly post-petition due \$ \_\_\_\_\_
Total post-petition due \$ \_\_\_\_\_

Servicer Evaluation of Account and Borrower's Reason for Default (attach additional sheets if needed):
\_\_\_\_\_
\_\_\_\_\_

Servicer Contact Person: \_\_\_\_\_ Phone: \_\_\_\_\_
Address: \_\_\_\_\_ Fax: \_\_\_\_\_
Email: \_\_\_\_\_

-----BELOW FOR DHCD USE ONLY-----

Recommendation Approved By: \_\_\_\_\_ Date: \_\_\_\_\_
SFC Asset Management Officer

Case Assigned to (Circle One): Curran & O'Sullivan Shulman/Rogers/Gandal Huesman/Jones/Miles

Date Assigned: \_\_\_\_\_

**Form C7 – Request for original documents after payoff**

**DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT  
DIVISION OF HOUSING CREDIT ASSURANCE  
SINGLE FAMILY COLLECTIONS  
100 COMMUNITY PLACE, ROOM 4.510  
CROWNSVILLE, MARYLAND 21032-2023**

---

Re: Request for Release of Original Documents on Paid Off Loans

*LOAN IDENTIFICATION*

Servicer Loan Number: \_\_\_\_\_

Borrower/s Name: \_\_\_\_\_

Servicer Name: \_\_\_\_\_

Property Street Address: \_\_\_\_\_

Servicer Address Documents are to  
Be sent: \_\_\_\_\_

Zip Code: \_\_\_\_\_

CDA 11 Digit Loan Number: \_\_\_\_\_

Attn: \_\_\_\_\_

\*\*\*\*\*

Loan Date: \_\_\_\_\_

**Special Instructions  
For servicer:**

CDA Payoff Date: \_\_\_\_\_

Original Loan Amount: 1<sup>st</sup> Mtg. \_\_\_\_\_

1. Forward this request within five  
(5) Days after receipt of  
settlement funds.

Original Loan Amount 2<sup>nd</sup> Mtg. \_\_\_\_\_

Requested By: \_\_\_\_\_

2. Documents may not be directly  
Requested from the Trustee.

\_\_\_\_\_  
(Authorized Signature)  
rec'd 30 days from the request

3. If documents have not been  
date, please call (410) 514-7582  
payoff release department.

Telephone Number: \_\_\_\_\_

.....  
Notes:



**FORM C8 – Loan assumption Transmittal Checklist**

**DCA/CDA INTERNAL  
TRANSMITTAL CHECKLIST AND APPROVAL FORM  
LOAN ASSUMPTIONS/RELEASES/ADDITIONS**

Submission Date \_\_\_\_\_

Lender \_\_\_\_\_

Interest Rate \_\_\_\_\_

Mortgagor(s) \_\_\_\_\_

Outstanding Mortgage Amount \_\_\_\_\_

Principal & Interest Payment \_\_\_\_\_

\_\_\_\_\_

Taxes \_\_\_\_\_

Property Address \_\_\_\_\_

Hazard Insurance \_\_\_\_\_ MIP \_\_\_\_\_

\_\_\_\_\_

Ground Rent \_\_\_\_\_

\_\_\_\_\_

Condo/HOA \_\_\_\_\_

\_\_\_\_\_

Other \_\_\_\_\_

County \_\_\_\_\_

Gross Annual Income \_\_\_\_\_

Previous Mortgagor(s) \_\_\_\_\_

Borrower #1 \_\_\_\_\_

Borrower #2 \_\_\_\_\_

Borrower #3 \_\_\_\_\_

Total \_\_\_\_\_

Loan Type \_\_\_\_\_ Conv. \_\_\_\_\_ FHA \_\_\_\_\_ VA \_\_\_\_\_

Settlement Expense Loan \_\_\_\_\_ Yes \_\_\_\_\_ No \_\_\_\_\_

If yes, paid off? \_\_\_\_\_ Yes \_\_\_\_\_ No \_\_\_\_\_

Primary Insurer \_\_\_\_\_

CDA Loan # \_\_\_\_\_

- 1. Buyer's Affidavit (Original)
  - \_\_\_\_\_ Signed, Dated
  - \_\_\_\_\_ Address Correct
  - \_\_\_\_\_ Names of Title Holders
  - \_\_\_\_\_ Acquisition Completed
  - \_\_\_\_\_ Household Income Completed

- 4. Letter from previous mortgagor requesting release from liability (if applicable)

- 2. \_\_\_\_\_ Seller's Affidavit (Original)
  - \_\_\_\_\_ Name/Signed/Dated

- 5. Credit package when Maryland Housing Fund (MHF) is primary insurer

- 3. Compliance Package
  - \_\_\_\_\_ Income certification worksheet
  - \_\_\_\_\_ Tax returns (3 years)
  - \_\_\_\_\_ Income documentation
  - \_\_\_\_\_ Residential loan application (1003)
  - \_\_\_\_\_ Assumption agreement/Contract
  - \_\_\_\_\_ Recapture Tax Notice (for new borrower other than spouse of original borrower)

- 6. Package when MHF pool insurance only:
  - \_\_\_\_\_ Credit Package
  - \_\_\_\_\_ PMI's approval of the assumption
  - \_\_\_\_\_ FHA Approval from (2210)
  - \_\_\_\_\_ VA Approval of assumption
  - \_\_\_\_\_ release of liability approval by primary insurer (if applicable)

**DHCD USE ONLY**

HOMEOWNERSHIP PROGRAM (HP) ELIGIBILITY COMPLIANCE APPROVAL:

BY \_\_\_\_\_ DATE \_\_\_\_\_

RELEASE FROM LIABILITY OF PREVIOUS MORTGAGOR APPROVED BY:

HP \_\_\_\_\_ YES \_\_\_\_\_ NO \_\_\_\_\_

MHF \_\_\_\_\_ YES \_\_\_\_\_ NO \_\_\_\_\_

APPROVED FOR ASSUMPTION BY MHF FOR \_\_\_\_\_ PRIMARY INSURANCE  
\_\_\_\_\_ POOL INSURANCE

BY \_\_\_\_\_ DATE \_\_\_\_\_

APPROVAL LETTER SENT \_\_\_\_\_

**DHCD FORM C9 – Closing Instruction Letter for MMP Assumptions**

**Assumption Instruction Letter for MMP Loans**

## ASSUMPTION INSTRUCTIONS

Below is a list of items needed for Assumptions before and after closing.

New borrower applications for transfer of ownership to entirely new borrowers must meet the current CDA bond program requirements and mortgage insurer underwriting standards. The complete package with Appendix C, Form #C8 as a cover checklist should be sent to DCA first. If FHA or VA insured, the servicer must provide evidence of their approval with the package. If MHF insured, we will forward the package to MHF for their approval after obtaining approval from Single Family Programs. DCA will inform the servicer of their decision and will provide documents for the title company/settlement officer.

CDA charges a \$50.00 Non-Refundable processing fee but we permit the servicer to charge whatever FHA would allow.

### DOCUMENTS

1. Current MD Lender's Manual for the Maryland Mortgage Program (MMP).
2. MMP Servicing Manual (MMP SM) (Section ZR)
3. Loan Assumption Checklist - Appendix C, Form #C8
4. Completed Buyers Affidavit \*\*
5. Completed Sellers Affidavit \*\*
6. Income Eligibility Procedures Attachment D
7. Completed Uniform Residential Loan Application
8. MMP Highlight Sheet (current edition) \*  
\*on our website at [www.dhcd.state.md.us](http://www.dhcd.state.md.us) under "Homeownership Opportunities"

Note Appendix C includes, credit reports, VOE's, paystubs, W-2's, VOD's, Bank Statements and other income.

### AFTER APPROVAL

1. Approval Letter
2. Closing instructions letter Appendix C, Form #15
3. Addendum to Deed Appendix C, Form #14
4. Buyer's Confirming Affidavit
5. Seller's Confirming Affidavit
6. As applicable with standard Notes, Deeds of Trust, and Condominium Riders for FHA, VA, or USDA/RD (RHS):
  - a. Tax-exempt Financing Rider for FHA, VA, USDA/RD (RHS) loans \*\*
  - b. Supplemental Buyer's Affidavit \*\*
  - c. Notice to Buyers \*\*
7. Notice to Borrower With Info. for Calculating Potential Recapture Tax \* \*

\*\*Electronic copies are available online at DHCD's website: [dhcd.state.md.us](http://dhcd.state.md.us) under Buying a home, CDA Maryland Mortgage Program, Program Loan Documents

**DHCD FORM C10 (For loans insured by MHF or private mortgage insurers)**

\_\_\_\_\_, \_\_\_\_\_ [insert date]

\_\_\_\_\_ [insert name of mortgagor]  
\_\_\_\_\_ [insert address of mortgagor]

Re: Loan No. \_\_\_\_\_

Dear Mortgagor [or, insert name of mortgagor]:

The Community Development Administration (“CDA”), an agency within the Department of Housing and Community Development of the State of Maryland (the “Department”), your mortgagee, has a mortgage insurance (“MI”) policy insuring it against the risk of nonpayment of, or default on, your mortgage. Although CDA is not required by law to do so, CDA may, in its sole discretion, permit the MI on your mortgage to be cancelled if the unpaid principal balance of your mortgage is less than 75% of the original principal balance of your mortgage.

If your mortgage so qualifies for MI cancellation and you would like to request that the MI on your mortgage be cancelled, you must submit a written request to your loan servicer at \_\_\_\_\_  
\_\_\_\_\_ [insert name and address of loan servicer].

**This disclosure is being provided to you in compliance with the Homeowners Protection Act of 1998. If you have any questions regarding the cancellation of the MI on your mortgage, you may contact your loan servicer in writing at the address provided above or by telephone at (\_\_\_\_)\_\_\_\_\_-\_\_\_\_\_ [insert telephone number of loan servicer]. If you are unable to reach your loan servicer, you may contact the Department’s Division of Credit Assurance, Single Family Operations, Compliance Section at 100 Community Place, Crownsville, Maryland 21032, telephone number (410) 514-7317.**

The Department thanks you for participating in its housing programs.

[Insert Name of Servicer]

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**Notice of Automatic Cancellation and Right to Cancel  
Private Mortgage Insurance  
Under The Homeowners Protection Act**

**Background.** On July 29, 1998, Congress enacted the Homeowners Protection Act (HPA) to require lenders to cancel mandatory private mortgage insurance (PMI) on residential mortgage loans under certain circumstances. The Act's provisions took effect July 29, 1999 and apply to loans closed on or after that date. Since your residential mortgage loan, which is owned by the Community Development Administration, was made after July 29, 1999 and is insured with PMI, the HPA provides you with the following rights:

**(1) You have a right to cancel the PMI when the principal balance of your loan reaches 80% of the original value of the property securing your loan.**

Your right to cancel may be exercised on either of the following cancellation dates:

- The date on which the principal balance of the mortgage, based solely on the amortization schedule for the mortgage loan and irrespective of the outstanding balance on that date, is first scheduled to reach 80% of the original value of the property securing the loan; or
- The date on which the principal balance of the mortgage, based solely on actual payments, reaches 80% of the original value of the property securing the loan.

To exercise this right to cancel you must satisfy the following requirements:

- You must submit a written request for cancellation to the servicer of the loan.
- You must have a "good payment history" on the mortgage loan. This means that you have not made any mortgage payment 60 days or more past due during the 24-month period preceding the cancellation date. In addition, it means that you have not made any mortgage payments 30 days or more past due during the 12-month period preceding the cancellation date.
- You must satisfy any requirement of the holder of the mortgage, as of the date of the written cancellation request, for: (a) evidence that the value of the property has not declined below the original value of the property; and (b) certification that the equity of the mortgagor in the residence securing the mortgage is not encumbered by a subordinate lien.

**(2) The PMI for your loan will automatically terminate when the principal balance of your loan reaches 78% of the original value of the property securing the loan.**

- On that date you must be current on the payments required by the terms of the loan. If you are not current on that date, then the PMI will automatically terminate when you become current on the payments required by the terms of the loan.

**(3) An automatic termination when the loan reaches the scheduled midpoint of the amortization period.**

- On that date you must be current on the payments required by the terms of the loan. If you are not current on that date, then the PMI requirement will automatically terminate when you become current on the payments required by the terms of the loan.

If you have any questions or would like additional information on the cancellation of PMI, please contact: Servicer contact info.

**The Community Development Administration's Policy on Cancellation**

In addition to termination and cancellation rights available to the you under the HPA described above, CDA will permit you to request cancellation of private mortgage insurance or insurance through the Maryland Housing Fund if your loan was made after January 1, 2005, provided that:

- (1) Your loan balance is 75% or less of the current value of your home as established by a new appraisal acceptable to CDA;
- (2) None of your payments were 30 days or more past due within the 12-month period before the mortgage insurance will be cancelled;
- (3) None of your payments were 60 days or more past due during the 24-month period before the mortgage insurance will be cancelled; and
- (4) Your loan is between two and five years old. If your loan is more than five years old, the loan balance may be 80% (instead of 75%) or less of the current value of the home as established by a new appraisal acceptable to DHCD; conditions (2) and (3) also apply.

To request a cancellation or if you would like additional information, please contact \_\_\_\_\_. Please be advised that if you request a cancellation that \_\_\_\_\_ Servicer will order the appraisal and you will be responsible to pay the costs of the appraisal.

**Notice of Automatic Cancellation and Right to Cancel  
Maryland Housing Fund Mortgage Insurance  
Under The Homeowners Protection Act**

**Background.** On July 29, 1998, Congress enacted the Homeowners Protection Act (HPA) to require lenders to cancel mandatory private mortgage insurance (PMI) on residential mortgage loans under certain circumstances. The Act's provisions took effect July 29, 1999 and apply to loans closed on or after that date. Since your residential mortgage loan, which is owned by the Community Development Administration, was made after July 29, 1999 and is insured with PMI, the HPA provides you with the legal rights described in paragraphs (1) to (3) below.

The PMI on your loan was issued by the Maryland Housing Fund (MHF). The special features of the MHF insurance are: (1) you were required to pay a one-time upfront premium equivalent to 5 years of annual premiums at the closing of your loan; (2) you were not required to pay any additional premiums and you do not owe any additional premiums; and, (3) the PMI insurance provided by MHF is for the full term of the loan.

**Legal Rights to Cancel or Terminate Private Mortgage Insurance**

**(1) You have a right to cancel the PMI when the principal balance of your loan reaches 80% of the original value of the property securing your loan.**

Your right to cancel may be exercised on either of the following cancellation dates:

- The date on which the principal balance of the mortgage, based solely on the amortization schedule for the mortgage loan and irrespective of the outstanding balance on that date, is first scheduled to reach 80% of the original value of the property securing the loan; or
- The date on which the principal balance of the mortgage, based solely on actual payments, reaches 80% of the original value of the property securing the loan.

To exercise this right to cancel you must satisfy the following requirements:

- You must submit a written request for cancellation to the servicer of the loan.
- You must have a "good payment history" on the mortgage loan. This means that you have not made any mortgage payment 60 days or more past due during the 24-month period preceding the cancellation date. In addition, it means that you have not made any mortgage payments 30 days or more past due during the 12-month period preceding the cancellation date.
- You must satisfy any requirement of the holder of the mortgage, as of the date of the written cancellation request, for: (a) evidence that the value of the property has not declined below the original value of the property; and (b) certification that the equity of the mortgagor in the residence securing the mortgage is not encumbered by a subordinate lien.

**(2) The PMI for your loan will automatically terminate when the principal balance of your loan reaches 78% of the original value of the property securing the loan.**

- On that date you must be current on the payments required by the terms of the loan. If you are not current on that date, then the PMI will automatically terminate when you become current on the payments required by the terms of the loan.

**(3) An automatic termination when the loan reaches the scheduled midpoint of the amortization period.**

- On that date you must be current on the payments required by the terms of the loan. If you are not current on that date, then the PMI requirement will automatically terminate when you become current on the payments required by the terms of the loan.

Please be advised that you were required to pay a one-time upfront PMI premium at closing equivalent to five (5) years worth of annual premiums. The majority, if not all, of your cancellation and termination rights described above will likely occur beyond the five year period following closing.

**Right to a Refund**

During the first five years from the closing of your loan, you will be entitled to a refund of the unearned PMI premium if one of the following scenarios takes place:

- The PMI on your loan is cancelled or terminated within the first five years from the closing of your loan under the conditions described in paragraphs (1) to (3) above; or
- You refinance your loan or sell your home.

Please see the attached refund schedule for details on the amount of refund you may be entitled to if your PMI is cancelled or terminated within the first five years of your loan. If you have any questions or would like additional information on the cancellation of PMI, please contact: [Servicer contact info](#).

**The Community Development Administration's Policy on Cancellation**

In addition to termination and cancellation rights available to the you under the HPA described above, CDA will permit you to request cancellation of private mortgage insurance or insurance through the Maryland Housing Fund if you loan was made after January 1, 2005, provided that:

- (1) Your loan balance is 75% or less of the current value of your home as established by a new appraisal acceptable to CDA;
- (2) None of your payments were 30 days or more past due within the 12-month period before the mortgage insurance will be cancelled;
- (3) None of your payments were 60 days or more past due during the 24-month period before the mortgage insurance will be cancelled; and
- (4) Your loan is between two and five years old. If your loan is more than five years old, the loan balance may be 80% (instead of 75%) or less of the current value of the home as established by a new appraisal acceptable to DHCD; conditions (2) and (3) also apply.

To request a cancellation or if you would like additional information, please contact \_\_\_\_\_.  
Please be advised that if you request a cancellation that \_\_\_\_\_ Servicer will order the appraisal and you will be responsible to pay the costs of the appraisal.

# DHCD Report of Hazard Insurance Loss

<b>CDA Loan Number:</b>	<b>Bogman Loan Number:</b>	<b>Date:</b>
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<b>Mortgagor's Name (s)</b>	<b>Property Address:</b>
	<b>Mailing Address:</b>

Insurance loss drafts totaling \$ \_\_\_\_\_ have been received in connection with the settlement of an insured loss sustained by the property securing the above mortgage. (If available, a copy of the insurance company's breakdown of the settlement amount between real property and personal property (if any) is attached)

<b>Date Loss Occurred:</b>	<b>Status of Mortgage</b>
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<b>LPI Date</b>	<input type="checkbox"/> – Current
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<b>Original Principal Bal</b>	<input type="checkbox"/> – Delinquent ____ mos.
<b>Current Principal Bal</b>	<input type="checkbox"/> – Loss Mitigation/ Repayment Plan
<b>Amount of Deductible</b>	<input type="checkbox"/> – In Foreclosure

<b>Loan Type:</b> <input type="checkbox"/> Conv uninsured <input type="checkbox"/> Conv insured <input type="checkbox"/> FHA <input type="checkbox"/> VA <input type="checkbox"/> RFD <input type="checkbox"/> First Trust <input type="checkbox"/> Second Trust <b>Property Type:</b> <input type="checkbox"/> 1-4 Family <input type="checkbox"/> Multifamily <input type="checkbox"/> Other
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<b><u>Servicer Comments:</u></b>  <input type="checkbox"/> Mortgagor has advised of intent to repair and restore property. Recommend allowing 30 days for contractor to be identified and draw schedule to be prepared.  <input type="checkbox"/> Mortgagor has failed to contact Bogman nor initiate repairs within 60 days of loss. CDA to advise Bogman of disposition of loss funds.  Bogman Inc. 12301 Old Columbia Pike – Suite 200 Silver Spring, MD 20904	<b>By:</b> _____ <b>Title:</b> _____
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<b><u>CDA Instructions:</u></b>  _____ _____ _____ _____	<b>By:</b> _____ <b>Title:</b> _____
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