

This matrix is intended as an aid to help determine whether a property/loan qualified for certain financing. It is not intended as a replacement for VA guidelines. Users are expected to know and comply with VA requirements.

Note: This matrix includes overlays, which may be more restrictive than VA requirements. A thorough reading of this matrix is recommended

Program Qualifications

Purchase or refinance program designed for Owner Occupied, single family residences using a VA insured home loan

Pui	chase Eligibility	y Matrix – Loan .	Amount & LTV Limitation	ns
Minimum Credit Score	Units	Max Base LTV	Total LTV Including FF	AUS Findings Required
Primary Residence	Purchase			
<mark>600**</mark>	1-4	100%	Maximum LTV plus the amount of the FF	Approve/Eligible*
Primary Residence Purchase with Manual Underwrite				
<mark>600**</mark>	1	100%	Maximum LTV plus the amount of the FF	Refer/Eligible*
Primary Residence – Purchase Manufactured Home *				
<mark>600**</mark>	1	100%	Maximum LTV plus the amount of the FF	Approve/Eligible*
Borrower with One Credit Score				
<mark>600**</mark>	1	100%	Maximum LTV plus the amount of the FF	Refer/Eligible*
Borrower with No Score (manual underwrite)				
NO LONGER AVAILABLE				

***** AUS findings refer to DO/DU

- Borrower must have acceptable nontraditional tradelines as outlined in Eligibility Requirements below
- Manual Underwriting permitted on Manufactured Home Purchase with Management Approval
- > Purchase Loans eligible for manual underwriting but must meet manual underwriting criteria.
- Manufactured Homes have specific requirements. Please see Manufacture Home Section

** 600 – 659 Overlays will apply – See Overlay section

Maximum Loan Amounts

The Blue Water Navy Vietnam Veterans Act of 2019 changed the way the VA Guaranty is calculated for loans closed on or after January 1, 2020. For Purchase, Refinance (other than IRRRL's) and construction loans above \$144,000 and the Veteran has full entitlement, the maximum guaranty is 25% of ANY loan amount above \$144,000, regardless of the county limit. However, for Veteran's with partial entitlement, the maximum amount of guaranty for a loan above \$144,000 may not exceed the lesser of 25% of the loan amount or 25% of the county loan limit minus the amount of the entitlement previously used and not restored.



Refi	nance Eligibilit	y Matrix – Loan	Amount & LTV Limitatio	ons
Minimum Credit Score	Units	Max Base LTV	Total LTV with FF	AUS Findings Required
Primary Residence F	Primary Residence Refinance			
<mark>600**</mark>	1-4	90% (3)	Maximum LTV with amount of the FF	Approve/Eligible*
Primary Residence N	/Ianual Underw	rite		
<mark>600**</mark>	1 - 2	90%(3)	Maximum LTV with amount of the FF	Refer/Eligible*
Primary Residence IRRRL				
<mark>600**</mark>	1-4	100% (3)	Maximum LTV with amount of the FF	N/A
Primary Residence Cash Out Refi (any property type)				
<mark>600**</mark>	1-4	90% (3)	Maximum LTV with amount of the FF	Approve/Eligible*
<mark>640**</mark>	<mark>1-4</mark>	<mark>100% (3)</mark>	Maximum LTV with amount of the FFH	Approve/Eligible*
Primary Residence – Manufactured Home*				
<mark>600**</mark>	1	100%	Maximum LTV with amount of the FF	Approve/Eligible*
Borrowers with One	Score eligible			
<mark>600**</mark>	1	100%	Maximum LTV plus the amount of the FF	Refer/Eligible*

* AUS findings refer to DU

- 1. Borrower must have acceptable nontraditional tradelines as outlined in Eligibility Requirements below
- 2. Manual Underwriting permitted on Manufactured Home Purchase with Management Approval.
- 3. Subject to restrictions. See Refinance Section under Eligibility Requirements. LTV on refinance loans is allowed to 100% with 660 Credit score.
- 4. *Refinances eligible for manual underwriting but must meet manual underwriting criteria.
- 5. Manufactured Homes have specific restrictions. See Manufactured Home Section for details

** 600 – 659 Overlays will apply – See Overlay section

Product Description

Fixed Rate 15- and 30-year term; fully amortized

Eligibility Requirements



Appraisal Requirements	LAPP Notification of Value (NOV) to be issued by LAPP approved underwriter via WebLGY
	All loan files must have a COE in "Active or Pending" states prior to ordering an appraisal through WebLGY.
	A New Appraisal may not be requested on a property which already has a valid VA value determination. A Notice of Value (NOV) is valid for 6 months.
	<i>Note:</i> Appraisers must look for and report evidence of wood destroying insect infestation, fungus growth, and dry rot. This is in addition to any VA requirement for an inspection of the property by a wood destroying insect inspector (Lender manual 12.06)
	<i>Note:</i> The ECOA Valuations Rule requires copies of appraisals and other written valuations be delivered to borrower promptly upon completion, or three (3) business days before consummation, whichever is earlier.
	VA requires a copy of the agreement of sale or sales contract be provided to the fee appraiser by the requester of the VA appraisal immediately upon assignment, but not later than 1 business day after the date of assignment. Ideally, this should be uploaded in WebLGY when the order is placed.
	If the agreement of sale/sales contract is amended during the appraisal process (prior to the Effective Date of the appraisal), the lender/requester must provide the updated contract to the appraiser to ensure the appraiser has the opportunity to consider any changes and their potential impact on value.
	If the agreement of the sale/sales contract is amended subsequent to the Effective Date of the <u>appraisal</u> , but prior to loan closing, the lender must use due diligence in determining whether the amendment(s) could reasonable be thought to affect the estimated value of the property being used as security for the loan. If so, the lender must forward the amended agreement of sale/sales contract to the VA fee appraiser for consideration.
	<u>If the lender fails to perform said due diligence</u> in reviewing any subsequent agreement of sale/sales contract amendment(s), and/or fails to forward the contract amendment appropriately, said loan may be subject to adjustment (Circular 26-14-29, Change 1, dated 1-27-15)
Appraiser Requirements	VA Approved/VA Fee panel appraisers selected automatically via VA Portal
Assets	Cash to Close
	Must have sufficient liquid assets to close Minimum Borrower Investment
	 No minimum borrower investment is required for total loan amounts up to \$453,100
	(subject to entitlement)
	For 2-4-unit dwellings, if the total loan amount is greater than the limit for a 1-unit dwelling, a down payment may be required. Refer to Maximum Total Loan Amount and LTV Limitations
	Seller Contributions
	 Seller can pay 100% discount points and borrower's non-recurring closing costs

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Seller can provide an additional amount not to exceed 4% of the estimated reasonable value to assist the borrower's payment of prepaid expenses and funding fee Gifts Acceptable \geq > Gift of Equity is acceptable but cannot be applied as down payment purposes to reduce VA Funding Fee **Down Payment Assistance Programs** Eligible – must be approved by FSB and allowed by VA **Cash Reserves** \succ 1 unit - no reserves required > 2-4 units when rental income is not being used to qualify - no reserves required > 2-4 units when rental income is being used to qualify - 6 months reserves required Retaining current principal residence as 2nd Home – refer to Special Requirements/Restrictions > When converting current principal residence to rental property – refer to Special **Requirements/Restrictions** \geq When the pending sale of the other real estate is scheduled after the purchase date of the current principal residence; refer to Special Requirements/Restrictions when rental income from other real estate owned by borrower is used to qualify. -3months reserves required **Footnotes** Non-liquid accounts must be discounted by 30% of vested value to be used to meet reserve requirements Gifts Eligible to use toward all down payment, closing costs and prepaids ➢ Gift given in the form of Cash are not allowed ➢ Gift of equity can only come from a family member **Documentation Required for Gift Funds** Documentation of gift funds must include: Gift letter executed by party providing gift and borrower receiving gift Copy of cancelled check or wire receipt if being sent directly to title • company for the closing Copy of donor's bank statement to prove they had funds to give. Large deposits will need to be sourced accordingly. Bank statement must show the withdrawal of gift funds. Copy of borrower's bank statement to show deposit of funds (not required if wire is sent directly to the title company and proof of wire is provided). Gaps in bank statements are not allowed. Please provide the full printout from the bank from the date of the last bank statement provided. Large deposits outside of the gift deposit will need to be sourced.



Down Payment Assistant Programs
 Single Family, One unit Only
Second Trust Deed provided by Government Entity
Non-Profit Organizations – Not Allowed
 Must provide the "complete" documents outlining the terms for the DPA 2nd Terms have to be provided to FSB to calculate into housing and debt to income ratios and/or verify that the second is a "silent second".
<u>Net Proceeds from the sale of Current Home</u> If the closing on the current home is taking place before the loan will close with FSB, a copy of the fully executed Closing Disclosure from the sale/closing must be presented to underwriting showing the proceeds.
If the closing will be simultaneous, a Preliminary Closing Disclosure from the title company that is closing the transaction showing the expected proceeds from the sale. This needs to be as accurate as possible as any changes in the proceeds upon a Final Closing Disclosure will result in the file being sent back to underwriting for updating.
The underwriter will PTF for the Final Closing Disclosure to be provided at closing for the current home.
Earnest Money Deposit
Cancelled check for earnest money deposit on purchase contract required for sourcing. If cancelled check is not available, bank statement showing withdrawal will be acceptable.
If the EMD check clears after the date of the bank statements provided and the cancelled check is provided, the funds showing on the bank statement will be reduced by the EMD amount.
Large Deposit Definition
For recently opened accounts and recent individual deposits that total more than 1 percent of the purchase price or appraised value (whichever is lower) the deposits must be sourced and documented. The LO must also verify that no debts were incurred to obtain part or all of the cash to close needed. Large Deposits are at the discretion of the underwriter for sourcing. 1% references the aggregate total of deposits outside of identifiable payroll deposits and/or 1% for a single deposit.
Patterns of a deposit that are both recurring and non-payroll related will require an explanation and sourcing.
Joint Funds Access For any VA loan, if the Borrower does not hold the deposit account solely, all non-borrower parties on the account must provide a written statement that the Borrower has full access and use of the funds.
Retirement Accounts



	 When using a retirement account for assets, reserves or down payment funds, the most recent available statement (monthly or quarterly) must be provided. 60% of the funds available on the statement will be used towards assets less any outstanding loan balances against the account. If the borrower is drawing against the account for funds to close, evidence of liquidation is required to include: Terms of withdrawal Proof of amount withdrawn Copy of check provided to borrowers Copy of bank statement in deposited account to show updated funds available.
	 Bank Printouts These are acceptable; however, FSB does require the following for printout statements: May be Online statements or from the bank If bank – teller must stamp, sign and date No gaps in history. When presenting a printout in conjunction with a bank statement, no gaps between the two are allowed. Statements must include borrower name, account number, depository name at a minimum A partial account number may be present on the statement, but must be identifiable as the borrowers account through matching numbers to a full account statement or cancelled check
	Bank StatementsTwo months' bank statements must be presented with initial submission. No gaps between the statements are allowed.Statements with NSF or Overdraft fees showing will require a LOX as to the reason for the over drafting of the account. NSF fees will require a manual downgrade.If FSB has been provided bank statements, a VOD to update cash to close will be allowed. A standalone VOD is not allowed and can only be used to follow up with provided bank statements.
Borrower Eligibility	 VA guidelines apply Must be a veteran who served the minimum duty with other than a dishonorable discharge Active duty with at least 181 days of duty Un-remarried surviving spouse of eligible veteran (COE) Reservists/National guard Certificate of Eligibility must have sufficient entitlement to meet minimum 25% guarantee Joint loans involving a veteran and a non-veteran who is not the veterans' spouse (VA approval required see <i>Special Requirements/Restrictions</i> for more details) Joint loans involving two unmarried veterans (VA prior approval required. Refer to <i>Special Requirements/Restrictions</i> for specifics) Inter Vivos Revocable Trust is allowed for owner occupied property only



	Note: A power of attorney is not allowed for properties held in a trust
	Resident Alien permitted as long as primary borrower is a veteran
	> Veteran's with DACA status are eligible
	Ineligible
	Non-permanent resident aliens
Certificate of Eligibility	A COE is required for purchase loans and rate/term refinances.
Co-borrowers	All borrowers must occupy the subject property (exceptions may be available) and meet VA
	requirements
	 See Underwriting – Prior Approval section for further details
Community Property	Non-Borrowing Spouse
States	The mortgagee must obtain a credit report for a non-borrowing spouse who resides in a
	community property state, or if the subject property is located in a community property state.
	The credit report must indicate the non-borrowing spouse's SSN, where an SSN exists, was
	matched with the SSA, or the mortgagee must either provide separate documentation
	indicating that the SSN was matched with the SSA or provide a statement that the non-
	borrowing spouse does not have an SSN. Where an SSN does not exist for a non-borrowing
	spouse, the credit report must contain, at a minimum, the non-borrowing spouse's full name,
	date of birth, and previous addresses for the last two years.
	Non-Purchasing Spouse in a Community Property State
	Community Property States are as follows.
	Arizona
	California
	Idaho
	Louisiana
	Nevada
	New Mexico
	Texas
	Washington
	Wisconsin
	If property is located in a community property state, or the borrower resides in a
	community property state, the following requirements apply
	> A credit report for the non-purchasing spouse is required to determine any joint or
	individual debts. The spouse's authorization to pull a credit report must be obtained.
	If the spouse refuses to provide authorization for the credit report, the loan must be
	rejected
	 Even if the non-purchasing spouse does not have a social security number, the credit
	reporting company should verify that the non-purchasing spouse has no credit history
	and no public records recorded against him/her.
	 Credit Company should be given non-purchasing spouse information: Name(s),
	address, birth date and any other significant information requested in order to do the
	records check.
	 The debts of the non-purchasing spouse must be considered in the qualifying ratios. If
	the debts of the non parentasing spouse must be considered in the qualifying ratios. If the debts are the sole responsibility of the non -purchasing spouse, do not consider
	debt in the DTI. Refer to the chart below for obligations specifically excluded by state
	law for AZ, NV and WI.
	and to change without notice. Bates, fees and programs are subject to change without notice.



	 The greater of the monthly payment amount or 5% of the outstanding balance if minimum payment is not reflected on credit report if the non-purchasing spouse must be included in the qualifying ratios All defaulted federal debt, open judgments and liens, including those of the non-purchasing spouse, must be satisfied prior to or at closing. Disputed debts of the non-purchasing spouse need not be counted provided the file contains documentation to support the dispute. Credit history of the non-purchasing spouse should not be the basis for declining the loan
	Mortgage Application
	 The mortgagee must have a licensed party identified on the URLA and is held accountable for the mortgage loan origination. This includes borrower self-completed mortgage applications. Non-Borrowing Spouse Community Property State: The debt of a Non-Borrowing Spouse must also be included on the URLA if the borrower resides in or the property to be purchased is
	located in a community property state.
	 The mortgagee must obtain a non-borrowing spouse's consent and authorization where necessary to :
	 Verify specific information required to process the mortgage application, including the consent to verify their SSN with the Social Security Administration (SSA).
Condominiums	All condo associations must be approved by VA. The Approved Condo List is available at
	https://vip.vba.va.gov/portal/VBAH/Home under "Featured Items" in "Condo Reports".
	Air Condos that do not have a homeowners association are not eligible for VA Approval. Condo-hotel properties are not eligible for VA approval.
Credit	VA Credit Standards apply
Credit	 VA Credit Standards apply Housing (Mortgage/Rental) Payment History (PITI) is inclusive of all liens regardless of position, as well as all occupancy types. AUS Approve loans – Credit evaluated by AUS (LP or DO/DU) AUS Refer and manually underwritten loans For purchase transactions: 12-month housing payment (mortgage/rental) history via a credit report, cancelled checks or VOM to reflect no more than 0 x 30 in the previous 12 months.
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See Eligibility Matrix

Derogatory Accounts

FSB will review the file as a whole to determine if outstanding collection and charge off accounts will require payment or may remain open. Regardless of debt determination, the credit history that derogatory accounts present must still be included in the analysis of the file. The underwriter has the final determination, and the file must contain:

- 1) LOX for all derogatory credit showing on report to help the underwriter determine if a pattern exists or if circumstances were out of the borrower's control
- 2) Supporting documentation for the LOX provided, if noted within the letter. The explanation and supporting documentation must be consistent with other credit information in the file.

Underwriting will review the information to determine if the collection accounts and charge offs were a result of 1) the borrower's disregard for financial obligations; 2) the borrower's inability to manage debt; or 3) extenuating circumstances.

<u>Collections & Disputed Accounts</u> Follow applicable VA Guides

Judgments

No open judgments allowed. Must be paid in full prior to clear to close. No exceptions. This includes judgments showing on title or credit report. Recorded lien release or credit supplement is acceptable for documenting.

Lien may be paid at closing if documentation of sufficient funds to do so can be provided prior to closing for underwriting approval. Sufficient funds will include enough to pay lien (as proven by a payoff statement), down payment, cash to close as needed per CD/URLA.

Tax Liens

Tax liens may remain unpaid if the borrower has entered into a valid repayment agreement and has made at least 3 months of timely payments. Payments may not be prepaid. The IRS agreement and payment history must be presented to underwriting. The final approval of allowing the lien to remain open and not be paid in full prior to closing will be a management decision. It will depend on the overall file profile. The borrower must have good to excellent credit and several compensating factors at a minimum.

Bankruptcy

CH 7

- Min 2 years from discharge date
- Re-established credit needed. UW reserves right to request as applicable
- ▶ LOX is needed to explain circumstances that lead to filing BK.
- \triangleright

CH 13 – currently in CH 13

- > CH 13 does not disqualify a borrower from financing a VA loan
- Borrower can currently be in CH 13 and finance a VA loan



The borrower's payment performance has been satisfactory, and all required payments have been made on time.
 BK payment must be verified and included in DTI
Borrower must have written permission from the court to enter into the mortgage transaction. Terms of mortgage must be approved, and this written permission provided to the underwriter prior to a clear to close
Full set of BK papers are required**
If the loan is during a BK, this will be a manual underwrite and adjustments will apply. An approve/eligible will not be received until the CH 13 has been discharged for 2 years.
CH 13 – Discharged and within 2 years of event date
CH 13 must be discharged
Full payment history for payment on CH 13 required
 Full set of BK papers needed with discharge paper** De actablished and it needed. This may be mayided in traditional trade lines on paper
Re-established credit needed. This may be provided in traditional trade lines or non- traditional tradelines
 Manual underwriting guidelines apply
v Wandar ander writing guidernies uppry
Bankruptcy papers will be required to support significant events dates. If a property is identified as included in a bankruptcy, a sheriff's sale deed will be needed to show proper time period has elapsed to allow borrower to qualify for the loan.
Credit Counseling
See CH 13 guidelines – with the only difference being that the Credit Counseling Agency must provide written permission to enter into a mortgage transaction
<u>Foreclosure</u>
2 year waiting period from the date of the Recorded Sheriff's Deed transferring the property from the borrower's name. Proof of this date will be required
Short Sale
Borrower current at the time of Short Sale
A borrower is considered eligible for a new VA mortgage if, from the date of loan application for a mortgage loan all mortgage payments due on the prior mortgage were made within the month due for the 12-month period preceding the short sale, and
 All installment and revolving debt payments for the same time period were also made within the month due CAIVRS is clear
Borrower in Default at the time of Short Sale
 A borrower in default on his or her mortgage at the time of the short sale (or pre- foreclosure) is not eligible for a new VA loan for 2 years from the date of the pre- foreclosure sale.



Higher Priced Mortgage Loans (HPML) – Allowed per Reg. Z

<u>FSB will require a derogatory credit letter to accompany each file that explains all</u> <u>derogatory credit, regardless of the age, that shows on the credit report.</u>

Letters of Explanation Guidance

FSB will require LOX's for derogatory credit as follows:

For Manually Underwritten files: All derogatory credit for the most recent 24 months on the report and any public records or major derogatory events (such as foreclosure) will need to be addressed. FSB is looking for a reasonable explanation that shows the situation was out of the borrower's control, how the borrower resolved the situation and that the situation was resolved and did not occur again. It must show that the reason was not due to financial mismanagement. Financial Mismanagement will not allow for a loan approval.

For loans with an AUS approval: Only major items and public records will require an LOX to be completed. Foreclosure, short sale and deed in lieu of are considered major items.

LOX's should be included in the original submission to assist the underwriter with the approval/denial decision.

Inquiry Letter Guidance

All files will require a letter from the borrower that explains the inquiries showing on the credit report. We will require all inquiries for the past 90 days from the date the report is pulled to be addressed. The inquiry should state the reason it was pulled and if new credit was opened. If new credit was acquired, FSB will need the terms of the new credit that shows the payment, term of the credit and if installment or revolving credit. If this new account shows on the credit with this information, please use the letter to reference the tradeline. The letter should include the submitting bank or broker's inquiry. All letters must be signed by the borrower.

Soft Pull Reports

FSB pulls a "soft pull" credit report during the final review of the loan. As the file is being prepped to clear to close a single bureau report is pulled that will verify if new credit has been acquired during the process or if existing balances on credit have increased dramatically. If either of these situations occur, the loan will not be cleared to close until terms of the new credit have been verified or the updated balances on the reports for the existing credit maintain the approved DTI ratios needed for final approval. Additional inquiries on the soft pull will require an additional LOX per the Inquiry Letter Guidance shown above.

Credit reports charged to veterans are limited to the actual invoice price charged to the lender, not to exceed a maximum combined total of \$100 charge must be substantiated with an invoice.



	AUS fees charged to veterans are limited to actual evaluation fee charged to the lender in lieu of a credit report charges not to exceed a maximum total of \$100. Charge must be substantiated with an invoice The only time where both a credit report and an AUS can be charged to the veteran is on AUS "Refer" cases. A maximum total of \$100 still applies for the combined total of the credit report and AUS charges See Circular 26-14-36, dated 11-18-14. IRRRL-Housing (Mortgage/Rental) payment history requirements • All loans must be current • For the subject loan being refinanced, the veteran has not been more than 30 days past due during the 6 months preceding the new loan's closing date: • Loans where the P&I increases more than 20% require credit report or trimerged in-file
Credit Report	Full tri-merge report required Credit report age max of 120 days from date of report
Debts/Liabilities	General Information
	Significant debts and obligations of the applicant(s) must be verified.
	When a paystub or LES statement indicates an allotment or garnishment, the lender must investigate the nature of the allotment to determine whether the allotment is related to a debt. CAIVRS report must be clear.
	Judgements must be paid in full. Judgments may not be open at closing.
	 <u>Co-Signed installment loans</u> The applicant may have a contingent liability based on co-signing a loan. If: There is evidence that the loan payments are being made by someone else for a period of 12 months There is no reason to believe that the applicant will have to participate in repayment of the loan, then The lender may exclude the loan payments from the monthly obligations factored into the net effective income calculation in the loan analysis.
	Business Debt in Borrower's Name When business debt is reported on the borrower's personal credit report, the debt must be included in the DTI calculation, unless the mortgagee can document that the <u>debt is being paid</u> by the borrower's business, and the <u>debt was considered in the cash flow analysis of the</u> <u>borrower's business</u> . The debt is considered in the cash flow analysis where the borrower's business tax returns reflect a business expense related to the obligation, equal to or greater than the amount of payments documented as paid out of company funds. Where the borrower's business tax returns show an interest expense related to the obligation, only the interest portion of the debt is considered in the cash flow analysis.



Mortgagee must document that the debt is paid out of company funds (e.g., 12 months cancelled checks) and that the debt was considered in the cash flow analysis of the borrower's business.

30-Day Accounts

The mortgagee must verify the borrower paid the outstanding balance in full on every 30-Day Account each month for the past 12 months. 30-Day Accounts that are paid monthly are not included in the borrower's DTI. If the credit report reflects any late payments in the last 12 months, the mortgagee must utilize 5 percent of the outstanding balance as the borrower's monthly debt to be included in the DTI.

Use the credit report to document the balance and document that funds are available to pay off the balance in excess of the funds and reserves required to close the mortgage.

Liabilities – General Guidelines

True co-signed (guarantor) accounts do not have to be included in the debt if underwriter verifies both 12 months on time history and that the payments are being made by the primary obligor.

If the credit report does not reflect a monthly payment on any open revolving account, then mortgagee must use the payment shown on the current account statement or 5% of the outstanding balance.

Lease payments (particularly auto leases) should typically be included in the DTI regardless of the remaining term

Authorized User

Accounts for which the borrower is an authorized user must be included in a borrower's DTI ratio unless the mortgagee can document that the primary account holder has made all required payments on the account for the previous 12 months. If less than three payments have been required on the account in the previous 12 months, the payment amount must be included in the borrower's DTI.

Delinquent Federal Tax Debt

Borrowers with delinquent Federal Tax Debt are ineligible.

- Tax liens may remain unpaid if the borrower has entered a valid repayment agreement with the federal agency owed to make regular payments on the debt
- The borrower has made timely payments for at least three months of scheduled payments
- The borrower cannot prepay scheduled payments to meet the required minimum of three months of payments
- Mortgagee must include the payment amount in the agreement in the calculation of the borrower's DTI ratio
- Mortgagee must include documentation from the IRS evidencing the repayment agreement and verification of payments made, if applicable

Tax Liens

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Disaster Policy	 Tax liens may remain unpaid if the borrower has entered a valid repayment agreement with the lien holder to make regular payments on the debt and the borrower has made timely payments for at least three months of scheduled payments. The borrower cannot prepay scheduled payments to meet the required minimum of three months of payments. The payment amount in the agreement must be included in the borrower's DTI. The lien holder must subordinate the tax lien to the FHA-insured mortgage. FSB may require a post-disaster inspection when the appraisal occurred before the incident
	end date of the declared disaster.
Divorce/Child Support	 Child Support – Receipt of to use for income qualification Receipt of child support must show as consistent and stable to be considered as qualifying income. To document this, FSB will require the following: Proof of terms of child support. This must be verified through a divorce decree or court order. If the original divorce decree amounts have adjusted, we will still require the original documentation along with the most recent updates to the child support amount. If a Divorce Decree is not applicable to the situation, then the court documentation showing the original notice to pay child support should be supplied. If the support is altered in any way over time, it must be in writing through the court and the updates provided with the original court order/divorce decree. Agreements between parties outside of the court system will not be accepted due to the fact the court order takes priority until satisfied. Proof of months' receipt of the payments by the borrower, co-borrower or non- occupant spouse (as applicable). This information must be supplied regardless of how the payment is paid. If through the state, a pay history from the state is sufficient. If paid through another means, we must have documentation to support the receipt of the funds. Cash payments are typically not accepted as they cannot be documented. If the payments is a Voluntary Agreement and not court orderd, FSB will accept this situation with the following:
	Sarmsheu payments/r ayments mate tin bugn state



	delinquency.Amount being paid for support must match the amount required in the court documents
	lection/Delinquency For Child Support payments that have collections reporting or delinquency reporting, FSB will require proof that the account has been paid as agreed and is in good standing at the time of the loan. Proof of 3 months of satisfactory payments for the most recent time period must be supplied.
Cred Note docu Elec allow Doc	 ument as determined by AUS findings, VA Manual and FSB guidelines. dit docs expire after 120 days e on Documentation: Please do not highlight with colored highlighter and copy or scan ument. The documents are difficult to read for our underwriters and staff. etronic Signatures are allowed on initial disclosures and re-disclosures. They are not wed for closing disclosures/packages. uments required in order to underwrite the full file are as follows. VA Case Number Assignment Screen to confirm new case number Automated Certificate of Eligibility printed from the VA ACE system VA Form 26-1880, Request for Certificate of Eligibility for VA Home Loan Benefits, with supporting evidence of service Original, signed and fully completed Uniform Residential Loan Application (FNMA 1003) Original HUD/VA Addendum to the URLA (VA Form 26-1802a) VA Loan Analysis Worksheet (VA Form 26-6393) VA Loan Summary Sheet (VA Form 26-0286) Notice of Value completed and signed by LAPP Approved Underwriter or issued by the VA CAIVRS information must be checked Residual income requirements must be met



Initial Loan Estimate \geq Affiliated Business Disclosure Child Care Letter Provide all other applicable VA related forms All veteran applicants whose income is being used to qualify for the loan transaction must complete and sign a VA Reserves or National Guard Certification. The VA Underwriter must then use this information to determine the veteran- \geq borrower's true monthly qualifying income and service pay Verification of VA Benefit (VA Form 26-8937) required if borrower or co-borrower is: A surviving spouse of a veteran who died on active duty or as a result of a serviceconnected disability Submit form to the VA Regional Loan Center having jurisdiction over property state. Cannot issue final loan approval until VA completes and returns the form Cannot submit loan to the VA for prior approval unless completed form is received from the VA > If automated Certificate of Eligibility shows the veteran is exempt from paying the funding fee, VA Form 26-8937 is not required. The following documents will be required at closing Federal Collection Policy Notice (VA Form 26-0503) or the HUD/VA addendum to the URLA \geq VA Transmittal List VA Form 26-0285 Counseling Checklist for Military Homeowners VA Form 26-0592 Report and Certification of Loan Disbursement VA Form 26-1820 Title commitment must be within 90 days of closing. A gap letter is acceptable for use. Title to show 24-month chain of title - clearly labeled "24 -month chain of title" Tax cert or tax amounts and dates due to be clearly identified EPA & Comp endorsements to be included. Location endorsement required if a manufactured home Wire instructions to be included CPL must be within 30 days of closing with a gap letter being acceptable. Preliminary CD to be provided by title company to confirm all title fees, recording fees, credits and information on agents (RE & Title) and their license numbers. Homeowners Insurance must be valid for 1 year for purchase transactions at the time of closing. Binder/Policy must include FSB's mortgagee clause, policy number, premium amount, and dwelling coverage to be at least loan amount unless it meets certain exceptions, if the loan will close in our name. If the loan will close in the Correspondent Accounts name, the mortgagee clause must reference their company name. A quote is acceptable for initial underwriting of the file, but for a file to receive CTC a binder or policy must be in the file. Flood Insurance – amount of coverage must be equal to the lesser of either:



• The outstanding balance of the mortgage, less estimated land costs, or The max amount of the NFIP insurance available with response to the property improvements

POA's must be reviewed by management on all loans using this feature. Please email POA for review to <u>mtgsupportcenter@flanaganstatebank.com</u> prior to CTC.

New Construction Requirements

	New Construction Requirements			
	VA requirements can be found in the VA Handbook. This is a summary of the			
	requirements needed for new construction properties. To review the full guidelines,			
	please view the handbook following this link:			
	http://benefits.va.gov/warms/pam26_7.asp. Requirements may be adjusted according			
	to meet the requirements of the NOV at the time of approval.			
	VA Form 26-1859 – 1-year Warranty of Completion of Construction plus not			
	inspected Acknowledgement 12a			
	 Builder's Certification of Plans, Specifications and Site (Form HUD-92541) 			
	Building Permit and Certificate of Occupancy			
	Builder signed certifications for EEC/CABO, Lead/Water Distribution and			
	Off-site Improvements, if applicable (VA Not Inspected Acknowledgement for			
	New Construction form)			
	➢ Termite Soil Report NPCA 99a and 99b (Borrower to write on report they did			
	not have to pay for the termite report and sign the report			
	 Additional certifications may be required and must be on lender or builder 			
	letterhead			
	➢ 10-year Home Owners Warranty if local authority does not make required			
	inspections plus Not Inspected Acknowledgement 12b			
	 Copy of construction plans and specs 			
	➢ VA Builder ID – please reference the "How To Obtain a VA Builder ID"			
	instructions!			
	**If Manufactured Home – Foundation Inspection/Engineers Report is required			
	***Reminder – manufactured homes in a flood zone are not eligible for financing			
	with FSB			
	Undisclosed Debt Acknowledgement Form			
	This form must be signed by all borrowers that experience an inquiry on their credit report.			
	Only having one borrower sign for all applicable borrowers is not acceptable.			
Entitlement	Entitlement is the amount of VA Guaranty available to a Veteran for use on a loan.			
	The amount of entitlement will be displayed near the center of the COE.			
	• VA loans must conform to GNMA secondary market guidelines which include the			
	minimum 25% coverage requirement. Coverage is a combination of VA provided			
	entitlement plus cash down payment/equity.			
	• The COE will never reflect any additional specific entitlement amount over \$36,000			
	for loans greater than \$144,000, but will reflect "Available*"			
L				



	 For loans closed after January 1, 2020, Freddie Mac CLLs are no longer a factor for Veterans with full entitlement. For Veterans with full entitlement, the maximum amount of guaranty for a loan above \$144,000 is 25 percent of the loan amount, regardless of the Freddie Mac CLL. For Veterans who have previously used entitlement, and such entitlement has not been restored, the maximum amount of guaranty is the lesser of 25 percent of the loan amount OR the maximum amount of guaranty entitlement available. The maximum amount of guaranty entitlement is 25 percent of the Freddie Mac CLL, reduced by the amount of entitlement previously used (not restored) by the Veteran.
Escrow Accounts for	Escrow accounts are always required on an VA loan. No exceptions.
Taxes and Insurance	 Escrow accounts are arways required on all VA toal. Two exceptions. Property Taxes When calculating, escrow set up for property taxes, FSB will require certain parameters to ensure accuracy. All tax amounts are to show on the title commitment or tax certificate. Tax amounts must show without excess exemptions applied. If an exemption will be in effect when the borrower takes possession of the home, we must have documentation that the title company will file the exemption at closing. If the title company cannot provide this confirmation, the exemption must be removed and tax calculation showing at the worst-case scenario for escrow set up and DTI calculation. For New Construction, the title company must provide an estimate of the property
	 taxes based on the appraised value of the home. A state/county approved calculator for property taxes will be allowed but the calculation must be based on appraised value. <u>Homeowners Insurance</u> Homeowners insurance must have the following on the declarations page: Property address to match appraisal address exactly Deductible to be indicated on dec page – cannot exceed 5% of dwelling or \$5000 whichever is less Borrowers names to match 1003 and be spelled correctly
	 Mortgagee Clause to read exactly: Flanagan State Bank ISAOA 333 Chicago Road PO Box 302 Paw Paw, IL 61353 Loan number to be on policy Dwelling coverage to be indicated. Must cover loan amount. If a manufactured home, exceptions may apply Effective date and expiration date to be on or before closing date Must show policy is effective for 1 year if a purchase If a refinance and policy will expire before first payment is made, FSB will need proof of what the new premium will be upon renewal Must have invoice or paid receipt for premium in file prior to closing

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	 Condo must have HO-6 insurance to cover 20% of appraised value Condo insurance must show unit owner name and unit. Must have \$1,000,000 in building coverage and liability coverage?? 		
	Coverage must be bound prior to closing. A quote can be used for initial underwriting but will not be accepted for final approval.		
	Flood Insurance		
	Dwelling to cover loan amount. Unless loan amount is over \$250,000. \$250,000 is the max FEMA allows. VA requires total estimated cost new on cost approach section of appraisal.		
	Flood zone to be indicated and must match flood zone on appraisal and flood cert.		
	➢ Unless a higher maximum amount is required by state law, the maximum allowable deductible is \$5000		
	All the other homeowner's insurance requirements apply to flood insurance as well, see above.		
Escrow Holdback	Escrow repair holdback agreement to be fully executed by all parties contributing to the		
	holdback and the Originating Loan Officer. Updated form is available at <u>www.fsbtpo.com</u> .		
	 Allowed up to \$5000. Max amount must include bid for repairs and 150% of bid Can only include repairs noted by the appraiser to bring home to meet MPR 		
	requirements.		
	Escrow Holdback Agreement must be signed by the borrower and seller (as applicable) and Lean Officer		
	 applicable) and Loan Officer Final Inspection and final invoice required to release funds 		
	 Repairs not to exceed 30 days to complete from closing date or weather break, as 		
	applicable		
	 Repairs can only be completed by a licensed contractor or if state does not require licensing, contractor must be verifiable and have valid insurance. 		
	Repairs cannot be completed by the borrower – no exceptions		
	Loan must be locked for enough time to cover the repairs/renovations and release of the funds		
	Management approval is required to use an escrow holdback with a VA loan		
	Weather related repairs may be acceptable but must be completed at the first		
	available opportunity or a penalty may be incurred.		
	Weather related repairs will require 2 bids from licensed contractors. If licensing is		
	not required in a state, the bids must be from a professional contractor. Valid		
	insurance may be requested from the contractor.		
	The higher bid will be used for the holdback. 150% of the higher bid will be used recordless of who is providing the funds at		
	 150% of the higher bid will be used, regardless of who is providing the funds at closing. 		
	A Final Inspection for the repairs will be required to release funds		
	Final Inspection with Final Invoices to be sent to represent the representation of th		
	rebeccamoorehead@flanaganstatebank.com for approval to release funds		



	All VA loans must be locked for enough time to cover the repairs/renovations and release of funds		
	Management approval is required to use an escrow repair holdback with a VA loan		
	VA loans do not allow the repair amounts to be included in the loan amount. All funds must come from the buyer or seller or a combination of the two.		
Escrow Waivers	Ineligible		
Financing Types	Purchase		
gJF	Refinance – Cash out		
	IRRRL		
	Ineligible – Construction to perm		
Geographic	Eligible states are as follows:		
Locations/Restrictions	All states <i>except</i> for NY, MA, VT, CT, ME, RI, NH, VA, AK, HI – Delegated Only,		
	Washington D.C.		
	Additional Transactions as follows		
	Texas Cash Out 50(a)(6) is ineligible		
	State specific regulatory requirements supersede all underwriting guidelines set forth		
	by FSB		
Guaranty/Entitlement	Regardless of the LTV, the veteran must have sufficient entitlement to guaranty the loan.		
	The Blue Water Navy Vietnam Veterans Act of 2019 changed the way the VA Guaranty		
	calculated for loans closed on or after January 1, 2020. For Purchase, Refinance (other than		
	IRRRL's) and construction loans above \$144,000 and the Veteran has full entitlement, the		
	maximum guaranty is 25% of ANY loan amount above \$144,000, regardless of the court limit. However, for Veteron's with particle articlement the maximum amount of successful and the maximum amount of successful and the succe		
	limit. However, for Veteran's with partial entitlement, the maximum amount of guaranty for a loan above \$144,000 may not exceed the lesser of 25% of the loan amount or 25% of the		
	county loan limit minus the amount of the entitlement previously used and not restored.		
	county toan mint minds the amount of the entitlement previously used and not restored.		
High Cost Mortgage	FSB does not originate or purchase high-cost mortgage loans (12 CFR 1026.32)		
Loans			
Income	Follow VA Handbook guidance		
	Income or Assets derived from the following sources are ineligible for qualifying income:		
	 The production or sale of marijuana 		
	 Bitcoin or other cryptocurrencies 		
	• Breedin of other cryptocurrencies		
IRRRL	Please reference VA circular(s) 26-19-22 for the full guidance on IRRRL requirements.		
	To calculate correct loan amount use VA form 26-8923 IRRRL Worksheet.		
	Seasoning must be met to proceed on any IRRRL loan as follows:		
	 A minimum of 6 monthly payments must have been made on the original loan that is 		
	being refinanced as evidenced by the credit report or credit supplement and must be		
	prior to application date AND		
	 210 days after the first monthly payment is made 		
	- 210 days after the first monthly payment is made		



Minimum Credit Score required is 640

Max LTV/CLTV per VA Guidelines

Mortgage only credit report with scores is needed

Benefit To Borrower

A significant benefit to the veteran must be documented to proceed with the IRRRL

Assets

If funds are required for closing, most recent bank statement is only required if the cash to close exceeds 1% of the loan amount. If it does not exceed 1%, then assets will not be required and should not be listed on the 1003.

Current Employment

Wage earner: Verbal VOE required

Self Employed: Most recent year's filed Federal tax returns and evidence of good standing

Mortgage history: 0x30 in last 24 months

No appraisal or AVM is required.

Subordinate financing allowed per VA. Subordinate fees may not be financed into the IRRRL.

Loan not to be ran through DU/LP. Findings not needed.

Termite Inspection- - Termite inspections are only required on an IRRRL if the property is located in these states:

- Arkansas
- Louisiana
- Nebraska
- Oklahoma
- Texas
- Utah

Recoupment of Closing Costs Calculation

This will be required on all IRRRL's to confirm that the VA guidance is met in terms of the recoupment period not exceeding 36 months. The calculation to be used is:

<u>(Fees + Expenses + Closing Costs) – Lender credit</u> Reduction of Monthly PI Payment

The Fees, Expenses and Closing Costs to be Re	ecouped will follow this chart:
Included FECC	Excluded FECC



	 Allowable fees and charges Included in the loan amount Paid outside of closing Credit Report (if required) VA Funding Fee Appraisal Fee (If applicable and the lender requires Veteran to pay) Reasonable discount points Included in the loan amount Special Assessments Homeowners Associatio (HOA) fees Note: Lender credit may be used to offset allowable fees and charges (including discount points) The Veteran may only be charged a reasonable and customary amount, and only charged for one appraisal. Calculating the Monthly PI Reduction For purposes of calculating the recoupment period, VA allows lenders to exclude taxes, Allowable fees and charges (accuration the provide taxes) And the provide taxes (accurating the recoupment period, VA allows lenders to exclude taxes, Calculating the Monthly PI Reduction For purposes of calculating the recoupment period, VA allows lenders to exclude taxes,		
	amounts held in escrow and certain fees paid. A form that outlines the recoupment calculations is available on our website at <u>www.fsbtpo.com</u> . This form is required on all VA IRRRLS.		
Limitations on Other Real Estate Owned	Refer to <i>Special Requirements/Restrictions</i> and <i>Assets</i> (located at the end of this document.) regarding converting current principal residence to rental property or second homes		
Loan Amount	Min. Loan Amount: \$30,000 Max Loan Amount: Determined by VA County Limits If manufactured home, Minimum Loan Amount is \$50,000		
Manual Underwriting Criteria	General Manual Guidelines Must meet following requirements: These are applicable for 600 and above credit scores that receive an AUS Refer/Eligible. > DTI not to exceed 41% > 1 month's reserves required > 120% of Residual Income required per VA > Manual Adjustment on rate sheet applicable > Credit Letters of Explanation required – must be detailed and reference items on credit report > Compensating factors must be present – underwriter may request as needed to alleviate risk in file > 100% payment shock = risk. Several compensating factors must be present to overcome. > Rental history, if available, must be documented		



	Additional conditions will apply based on loan characteristics and borrower profile.		
MAX CLTV	Per VA Handbook		
MAX LTV	 Purchase and IRRRL - 1 - 4 Units > 100% of the VA reasonable value (NOV) not to exceed purchase price (Purchase & Rate/Term) > Basic Entitlement must be met in the amount of \$36,000 > Bonus Entitlement is available for loans closed on or after 1/1/09 > Important - Ginnie Mae's required minimum 25% guaranty must be met. This may be satisfied by a combination of VA entitlement and equity (if refinance). 		
	 Cash Out Refinance > 90% of the VA reasonable value (NOV) > Entitlement must be sufficient to meet 25% guaranty as required by VA Handbook 		
Mortgage Insurance	See VA Funding Fee		
Occupancy	 Primary Residence In cases where a Veteran is unable to occupy the property because of his/her active duty status as a member of the Armed Forces, certification of occupancy by the Veteran's spouse is sufficient. Under P.L. 112-154, the occupancy requirement is also considered met if a dependent child occupies, or will occupy, the property as a home and the Veteran's attorney-in-fact or the dependent child's legal guardian makes the occupancy certification. The new VA Form 26-1820 accommodates this change (see Circular 26-12-9) Second Home and Investment Property A Property with an existing VA loan that is currently used as a Second home or Investment property may be refinanced with a VA IRRRL (streamline) so long as veteran certifies that he or she previously occupied the property as his or her home. (VA Lender's Handbook Ch.3, 5-a) 		
Overlays	 Proof of Free & Clear Property FSB will accept HOI that shows a policy that does not include a mortgagee clause as confirmation the property does not have a mortgage lien. If the documentation of the file (tax returns, credit, etc) does not support this information, the underwriter will require a lien search to be provided. <u>Tax Transcripts</u> Due to changes in the IRS' handling of 4506C forms, FSB will require tax transcripts on all borrowers that apply with the following income types: self-employed borrowers, fixed income borrowers that are grossing up income for qualifying purposes, rental income or trust income. 600 – 659 Overlays Verification of Rent (VOR) will be required on all files where the borrower(s)		
	 <i>12 months</i> If borrower does not rent, a Rent-Free Letter will be required from the current owner of the residence. Rent Free Letter should confirm the most recent 12-month history. 		



Prepayment Penalty	 Homebuyer Education Course required. MGIC or FHLMC Credit Smart courses are acceptable and are provided at no cost to the borrower. o If borrower currently has a mortgage that reports on credit, Homebuyer Education can be waived None 		
Property Flipping	When the Seller of the property has been on title less than 90 days extra diligence must be taken with the transaction. Underwriter in its sole discretion reserves the right to condition for additional information and collateral support to include desk review, field review, or additional appraisal in order to support value. There is not a specific VA requirement.		
Property Types	 Eligible Properties 1-4 Units 2-4 Units (see Special Requirements/Restrictions for guidelines) Condos – VA Approved Only PUDs Modular Housing Manufactured Home – see Manufactured Home Section Ineligible Properties Condo Hotels Co-ops Leasehold properties Geodesic Domes On-Frame Modulars Working Farms & Ranches Property currently in litigation Commercial enterprises 		
Qualifying Rate and Ratios	Qualifying Ratios Qualify at note rateAUS Approve loans - Ratios evaluated by AUS** Ratios will be limited to 50% with an AUS approval. Ratios that exceed 50% with AUS approval must receive management approval to proceed. Compensating factors must be present for management approval to be given.Management approval may be received prior to loan being underwritten. Please send 1003, 		



	 Minimal consumer debt Long-term employment Significant liquid assets Sizable down payment The existence of equity in refinancing loans Little or no increase in shelter expense Military benefits Satisfactory homeownership experience Tax credits for childcare Tax benefits of home ownership High residual income 			
	When a loan has a HELOC that will be subordinated or a HELOC that the borrower holds on another property and won't be closed, this is what may be required by underwriting:			
	 <i>HELOC Reporting on Credit:</i> If the credit report and soft pull show no balance - then nothing more is needed If the credit report and soft pull show a balance - then we need documentation that shows recorded payment covers the interest amount due monthly (at a minimum) and is not a negative amortization payment. 			
	<i>If funds from a HELOC are being used for closing</i> – FSB will need proof of funds being withdrawn and deposited to borrower's asset account being used for closing funds or a copy of the check or wire given directly to title. Payment will be calculated by using 1.5% of the current balance of the HELOC after the withdrawal for ratios			
Recently Listed Properties	Rate & Term: The listing must have been expired or been withdrawn on or before the application date. Note: if the property was listed in the prior 30 days to the application date, the Early EPO provision will be extended to one year.			
	Cash-Out Transaction: The listing must have been expired or been withdrawn 180 days prior to the application date.			
Refinance – Cash Out	All VA Cash Out loans must include the VA Cash out Net Tangible Benefit and Lender Certification form.COE must confirm benefit allows for max financing. If max financing not allowed per COE, limited to 90% regardless of credit score.			
	Ineligible: Manufactured Homes Refer/Eligible findings Loan seasoning must be met to proceed with a refinance loan when a VA loan is to be paid			
	off.			



VA will not guarantee a refinance loan if the loan being refinanced has not been properly seasoned. This requirement applies to all cash out loan types. A loan is considered seasoned on the later of the date that is:

- 210 days after the first monthly payment is made, and
- 6 monthly payments have been made on the loan

Cash Out Refinances will be allowed as follows: 640 Credit Score or higher max LTV 100%

Must be an Approve/Eligible AUS finding.

LTV Calculation for Cash Out Loans: divide the total loan amount (including VA Funding Fee, if applicable) by the reasonable value on the NOV (Notice of Value) of the property determined by the appraiser.

Types of Cash Out Loans:

Type I Cash Out Refinance – a refinancing loan in which the loan amount (including VA funding fee) does not exceed the payoff amount of the loan being refinanced.

Type II Cash Out Refinance – a refinancing loan in which the loan amount (including the VA funding fee) exceeds the payoff amount of the loan being refinanced.

Appraisal

- A new appraisal completed by a VA approved or VA fee panel Appraiser is always required.
- > VA LAPP approved Underwriting Consultant will issue the Notice of Value
- Copy of the signed Notice of Value must remain in the loan file

Cash-Out

- > Subject property must have an existing lien
- Seasoning must be met and documented
- > New loan amount may include the following.
 - Payoff of existing liens
 - Reasonable discount points
 - Allowable fees and charges (other than funding fee)
 - Cash back to the borrower
 - Cash back greater than \$150,000 is eligible and requirements are as follows:
 - ✓ FSB's Credit Management review is required
 - ✓ Minimum credit score 720 or program minimum, whichever is higher
 - ✓ Reduce maximum LTV by 10% or maximum of 70% LTV whichever is less
- Premium pricing permitted
- All VA refinance loans that fall under Section 50(a)(6) of the Texas Constitution are ineligible



Housing History

➢ All loans must be current

Refinance of Installment Land Sales Contract or Contract for Deed

Loan amount may not exceed the lesser of:

- > VA reasonable value or,
- The sum of the outstanding balance of the loan to be refinanced plus allowable closing costs (excluding VA Funding fee) and discount points
- Processed as a cash-out refinance transaction except the max LTV is 100%, excluding the VA Funding Fee
- No cash back to borrowers

Net Tangible Benefit Test (NTB)

Lenders must ensure that all cash-out refinancing loans pass a NTB, which includes providing the Veteran with the following information no later than the third business day after receiving the Veteran's loan application, and again at loan closing:

- The refinancing loan satisfies at least one of the following 8 NTB:
 - (1) The new loan eliminates monthly mortgage insurance, whether public or private, or monthly guaranty insurance
 - (2) The term of the new loan is shorter than the term of the loan being refinanced
 - (3) The interest rate on the new loan is lower than the interest rate on the loan being refinanced
 - (4) The payment on the new loan is lower than the payment on the loan being refinanced
 - (5) The new loan results in an increase in the borrower's monthly residual income
 - (6) The new loan refinances an interim loan to construct, alter or repair the home
 - (7) The new loan amount is equal to or less than 90 percent of the reasonable value of the home or
 - (8) The new loan refinances an adjustable rate loan to a fixed rate loan
- A comparison of key loan characteristics or terms for the existing and refinancing loan including:
 - 1) Refinancing loan amount vs the payoff amount of the loan being refinanced
 - 2) Loan type (i.e., fixed, adjustable) of the refinancing loan vs the loan being refinanced
 - 3) Interest rate of the refinancing loan vs the loan being refinanced
 - 4) Loan term of the refinancing loan vs the loan being refinanced
 - 5) The total the Veteran will have paid after making all payments (principal and interest), and the mortgage insurance, as scheduled, for both the refinancing loan and the loan being refinanced
 - 6) LTV of the refinancing loan vs the loan being refinanced



	• An estimate of the home equity being removed from the home as a result of the refinance and explain how the removal of the home equity may affect the Veteran		
	Fee Recoupment This requirement only applies to Type I Cash Out refinancing loans made to refinance an existing VA loan. The recoupment period of all fees, closing costs, expenses (other than taxes, escrow, insurance and like assessments) and incurred costs must not exceed 36 months from the date of loan closing. The lender must certify the recoupment period to VA to obtain a Loan Guaranty Certificate.		
	Recoupment Calculation Divide all fees, closing costs, expenses and incurred costs (excluding taxes, escrow, insurance and like assessments), by the reduction of the monthly principal and interest payment as a result of the refinance. If the loan being refinanced has been modified, the principal and interest reduction must be computed/compared to the modified principal and interest monthly payment		
Resources	The Appraisal System – order case numbers, appraisals and obtain Automated COE VA Portal https://vip.vba.va.gov/portal/VBAH/Home VA Lenders Handbook http://www.benefits.va.gov/warms/pam26_7.asp VA Lender Resources http://benefits.va.gov/homeloans/lenders.asp VA Regional Loan Centers http://www.homeloans.va.gov/rlcweb.htm VA Forms http://www.va.gov/vaforms/		
Secondary Financing	 Allowed. Secondary financing cannot be used to offset required down payment, pay closing costs or cover any portion of the purchase price that exceeds the reasonable value (NOV). No cash back to the veteran from the VA first mortgage or second mortgage is permitted on a purchase. Secondary financing on refinance or IRRRL loans is permitted The second lien should not restrict the veteran's ability to sell the property (i.e. assumability feature) For new subordinate financing (purchase only) the total CLTV should never exceed 100% of the lesser of the sales price or appraised value Secondary financing must meet requirements in VA Lender Handbook, Secondary Borrowing, Ch. 9, Section 4 Down Payment Assistance Programs Eligible per VA guidelines and FSB approval		
Special Requirements/ Restrictions	 Eligible per VA guidelines and FSB approval NOTE: The Energy Efficient Mortgage Program is not available. Form 4506-T must be processed prior to underwriting. ➢ A new IRS Form 4506 T is required to be signed with the closing package as well as at application even when the form has been processed. 		



CAIVR System

Access the FHA Connection to check CAIVRS for all borrowers on the transaction: Borrowers, co-borrowers and cosigners, if applicable

2-4 Unit Properties

Prospective rental income may only be included in effective income if *both* of the following are met:

- > Evidence indicates the borrower has a reasonable likelihood of success as a landlord
 - Documentation to support the borrower's prior experience managing rental units or other background involving both property maintenance and rental must be provided
 - It can be verified that borrower has cash reserves totaling minimum 6 months PITI
 - ▶ The amount of rental income to include in effective income is based on 75% of either
 - Verified prior rent collected on the units of existing properties **OR**
 - The appraiser's opinion of the subject property's fair monthly rental for new construction

Converting Current Principal Residence to Rental Property

- > Obtain a copy of the rental agreement on the property, if any
- Use the prospective rental income only to offset the mortgage payment on the rental property and only if there is no indication that the property will be difficult to rent. (Document market conditions in the loan file)

This rental income may **not** be included in effective income.

Obtain a working knowledge of the local rental market. If there is no lease on the property, but the local rental market is very strong, the lender may still consider the prospective rental income for offset purposes. (Document market conditions in the loan file)

The above documentation will be supplied through an appraisal of the subject and a Market Rent Analysis form completed by the appraiser.

Pending Sale of Real Estate

- > Qualify veteran with both PITIA for Pending Sale and PITI for new property
- Omit PITI of Pending Sale from qualifying DTI, if financing contingencies to purchase home have been cleared and documented and cash reserves described below are met.
- ➢ When pending sale of other real estate is scheduled after the purchase date of current principal residence. − 6 months reserves required for both properties OR 2 months reserves required if 30% equity in existing residence is documented

Joint Loans that Require Prior Approval

- Joint loans must be underwritten by lender and then forwarded to the VA for prior approval before closing
- ➤ A joint loan is a loan made to:
 - The veteran and one or more veterans (not spouse) who will not be using their entitlement

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Midwest South West Northeast
VA Geographic Regions for Residual Income Guidelines
Maintenance and utility costs for all regions: 14 cents per square foot Example: 1500 square foot home X .14 = \$210.00 / mo
should process the loan in WebLGY as "Sole Ownership," as they would with loans made to opposite-sex married couples.
 3. State where subject property is located; 4. Current State of residence; and 5. Estimated date of loan closing. VA staff will then notify the lender if both spouses' incomes may be applied. If so, lenders
 Lenders receiving loan applications from same-sex married couples should forward the following information to the appropriate VA Regional Loan Center for further review: 1. Date and State of marriage; 2. State of residence at time of marriage;
Spousal Income Qualification in Jurisdictions that Recognize Same-Sex Marriage (Circular 26-13-18) VA will now review applications for the home loan guaranty benefit submitted by married same-sex couples. On a case-by-case basis, VA will determine whether same-sex married couples can use both spouses' incomes to qualify for a loan.
 FSB can issue loan approval immediately without VA Prior Approval: The veteran and one or more veterans (not spouse) ALL of whom will use their entitlement. The veteran and the veteran's spouse who is also a veteran and both entitlements to be used Both/All veterans must provide their DD214 and have a COE that shows available entitlement.
Effective as of June 11, 2019 the following situation no longer requires Prior Approval and
 pension Loans to Veterans rated incompetent by VA IRRRLs made to refinance delinquent VA Loans
Prior Approval will be required for these situations, as well: • Loans to Veterans in receipt of VA non-service-connected
Loan made to Veteran and one or more non-Veteran borrowers



revised 5/3/2022

Illinois Indiana Iowa Kansas Michigan Minnesota Missouri Nebraska North Dakota Ohio South Dakota Wisconsin	Alabama Arkansas Delaware District of Columbia Florida Georgia Kentucky Louisiana Maryland Mississippi North Carolina Oklahoma Puerto Rico South Carolina Tennessee Texas Virginia West Virginia	Alaska Arizona California Colorado Hawaii Idaho Montana Nevada New Mexico Oregon Utah Washington Wyoming	Connecticut Maine Massachusetts New Hampshire New Jersey New York Pennsylvania Rhode Island Vermont
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VA Residual Income Calculation Charts

Table of Residual Incomes by RegionFor loan amounts of \$79,999 and below				
Family Size	Northeast	Midwest	South	West
1	\$390	\$382	\$382	\$425
2	\$654	\$641	\$641	\$713
3	\$788	\$772	\$772	\$859
4	\$888	\$868	\$868	\$967
5	\$921	\$902	\$902	\$1,004
over 5	Add \$75 f	for each additiona	I member up to a	family of 7.

Table of Residual Incomes by RegionFor loan amounts of \$80,000 and above				
Family Size	Northeast	Midwest	South	West
1	\$450	\$441	\$441	\$491
2	\$755	\$738	\$738	\$823
3	\$909	\$889	\$889	\$990
4	\$1,025	\$1,003	\$1,003	\$1,117
5	\$1062	\$1,039	\$1,039	\$1,158
over 5	Add \$80 f	or each additiona	l member up to a f	family of 7.

Water/Sewer Connection Requirements (VA Circular 26-13-24)

For properties served by individual water and/or sewer systems, connection to public water and/or public sewer will only be mandatory when such connection is required by the local building, planning, or health authorities. For properties on individual water and/or sewer



(septic) systems where well water or septic tests or certifications are required, the validity of those tests or certifications is 90 days unless the local health authority indicates otherwise. All Notices of Value (NOVs) issued on properties served by individual water and/or sewer systems will require NOV Item #6 to be checked for connection to public water or public sewer **ONLY** if the local building, planning, or health authority requires such connection.

Wood Destroying Insects/Organism Requirements

Inspections are required if:

- Evidence of active infestation
- Mandated by the state or local jurisdiction
- Customary to the area
- > At lender's discretion
- If the property is located in an area where the probability of termite infestation is "very heavy" or "moderate to heavy" according to the Termite Infestation Probability Map published in the Council of American Building Officials (CABO) One and Two Family Dwelling Code.

Link to TIP Zones map: http://www.npmapestworld.org/techresources/hud.cfm

Wood Destroying Insect Inspection Report

When required, the inspection must be performed by a qualified pest control operator (inspector must be affiliated with pest control company) who meets all requirements for pest control operators with the state in which the property is located

Inspection reports are valid for VA purposes for 120 days from the date of inspection

When required, the inspection must be performed by a qualified pest control operator (inspector must be affiliated with pest control company) who meets all requirements for pest control operators with the state in which they property is located.

All VA refinance loans that fall under Section 50(a)(6) of the Texas Constitution are ineligible

- ➢ If the loan being paid off through the refinance is an existing VA loan, this must be the same loan indicated on the COE. In some cases a copy of the note may be required to verify the case number.
- > Entitlement is the guaranty or insurance benefit available to an eligible veteran.
- The percentage and amount of guaranty is based on the loan amount including the funding fee portion when the fee is paid from loan proceeds.
- ➢ Ginnie Mae Guaranty of at least 25% is required.
- The 25% guaranty may be satisfied through a combination of available entitlement plus equity in the property.

IRRRL Eligible Borrowers

• Generally, the parties obligated on the original VA loan must be the same parties on the new loan and the veteran must still own the property. However, some ownership changes may be eligible. A change in mortgagors is eligible with proper documentation as follows.



Existing VA Loan	New Loan	Yes/No
Unmarried Vet	Veteran & New Spouse	Yes
Unmarried Vet	Spouse only (deceased veteran)	No
Vet	Different veteran who has substituted his/her entitlement	Yes
Vet & Spouse	Divorced veteran only	Yes
Vet & Spouse	Veteran & Different Spouse	Yes
Vet & Spouse	Spouse only (deceased veteran)	Yes
Vet & Spouse	Divorced spouse only	No
Vet & Spouse	Different spouse only (deceased veteran)	No
Vet & Non-Vet (joint obligors)	Veteran only	Yes
Vet & Non-Vet (joint obligors)	Non-Veteran only	No

Term Increase

• The term of the new loan may not exceed the original term by more than 10 years, subject to the maximum term of 30 years and 32 days

Interest Rate Decrease

• The interest rate of the new loan must be less than the interest rate of the existing NA loan unless refinancing an ARM to a fixed rate.

Payment Increase

- P&I payment must be less than the P&I payment of the existing VA loan **unless:**
 - > Refinancing an ARM to a Fixed Rate; OR
 - > The term of the new loan is less than the term of the existing VA loan
- If the P&I increases by 20% or more the veteran's ability to repay must be demonstrated.

General Guidelines

- The loan being paid off through the refinance mus be the loan iddicated on the IRRRL Case number. In some cases, a copy of the note may be required to verify the VA loan number.
- The minimum guaranty on an IRRRL is 25% regardless of the dollar amount of guaranty being transferred from the prior loan
- If the veteran is deceased and the surviving spouse was a co-obligor, the spouse is considered a veteran for the IRRRL
- Surviving spouse must own the property

Fees Ineligible to be Financed in Loan Amount

• Flat fees charged by second lien holders to subordinate existing secondary financing. Veteran must pay with own funds.

Information shown is subject to change without notice. Rates, fees and programs are subject to change without notice. Information is intended solely for mortgage bankers, mortgage brokers, financial institutions and correspondent lenders. Not intended for distribution to consumers as defined by Section 226.2 of Regulation Z, which implements the Truth-in-Lending Act.

8/1/2014 tp



	• Processing type fees such as "Subordination prep" charged by closings agents or other third parties to process subordination is ineligible to be charged to Veteran.
SSI/Non-Taxable Income	Will be grossed up as allowed per the tax income chart available at the IRS. Max percentage allowed is 115%. Only allowed to be grossed up if the fixed income is not taxed on the tax returns.
Student Loan Debt	If student loan repayment is scheduled to begin within 12 months of the date of the VA loan closing, Lenders should consider the anticipated monthly obligation in the loan analysis. If the borrower is able to provide evidence that the debt may be deferred for a period of time outside that timeframe, the debt need not be considered in the analysis. Documentation should be provided to confirm.
	If payment already established or to begin within 12 months: Determine the "threshold" payment of 5% of outstanding loan balance divided by 12. If payment on credit report is higher than threshold payment, then use the payment shown on the credit report. If the actual payment is lower than threshold payment lender may use it IF the Veteran provides a statement from the loan servicer documenting the terms and loan payment.
	If payment to be deferred: Do not count the payment if deferred for more than 12 months from loan closing date. Documentation of the deferment dates for each student loan to be excluded must be provided.
	If payment has been reduced: Same guidance as "If payment already established".
Underwriting	 Underwritten by a VA AUS & LAPP approved underwriter AUS Approve Loans- may follow documentation requirements AUS Refer and manually underwritten loans-must follow manual underwriting requirements Refer to <i>Credit</i> for requirements & <i>Manual Underwriting</i> Section If loan requires VA's prior approval, additional underwriting turnaround time is required as the file will be sent to VA to complete the prior approval. VA Prior Approval Required For Joint loans involving the Veteran and one or more non-veterans (not spouse) Loans to veterans in receipt of VA non-service-related pension (not on IRRRL loans) Loans to Veterans who will not all be using entitlement towards the transaction VA Reserves for National Guard Certification All veteran applicants whose income is being used to qualify for the loan transaction must complete and sign a VA Reserves or National Guard Certification
	Property FlippingWhen the Seller of the property has been on title less than 90 days extra diligence mustbe taken with the transaction. Underwriter in their sole discretion reserves the right tocondition for additional information and collateral support to include desk review, oradditional appraisal in order to support value. There is a not a specific VA requirement.



	A copy of the divorce d divorce.	ecree is required when	the loan file indicates in	come or liability due to	
	Inspection Documents				
	Underwriter May request a copy of any inspection where repairs or remediation				
	(monetary or other) are specified in a purchase contract, regardless of whether repairs have				
	been completed.				
	Eligible for submission to DU				
	Manual underwriting al	0	* *		
	Standard Waiting Period	ds for Derogatory Even	ts		
	Shortened time periods due to mitigation/extenuating circumstances are not allowed.				
VA Funding Fee	VA Funding Fee applies unless veteran is exempt. See VA Funding Fee Table for specific				
	percentages				
	The Funding Fee is calc	ulated on the veteran's	nortion of the loan. If a	reduced funding fee	
	percentage is required a				
	this reduction as the fun				
		ang ice will be careate			
	Down payment must be	made in liquid funds.	Gift equity: borrowed fu	unds or seller-equity is	
	not an acceptable down			sinds of senier equity is	
		payment to reduce the	running ree.		
VA Funding Fee Chart – Effective January 1, 2020		020			
	Type of Loan	Down Payment	First Time Use %	Subsequent Use %	
	Purchase	None	2.3%	3.6%	
	Purchase	5%	1.65%	1.65%	
	Purchase	10%	1.4%	1.40%	
	VA Cash Out	N/A	2.3%	3.6%	
	Refinance				
	IRRRL Streamline	N/A	.50%	.50%	
	Refi				
			·		
Ma	aufo aturna d II ana	a Caation offa	ative 7/26/2021		
	nufactured Hom			•	
These guidelines must be	e followed in full and e	exceptions to the gui	delines will not be pe	ermitted!	
Minimum Credit Score	600				
		January 1, 2010 or newer Older homes will not be allowed – no exceptions			
Age of Manufactured hom			antions		
	Older homes will	not be allowed – no ex	ceptions		
Age of Manufactured hom Eligible Transactions	Older homes will Primary Residence	not be allowed – no ex e	ceptions		
	Older homes will Primary Residenc Purchase Transac	not be allowed – no ex e tion	ceptions		
	Older homes will Primary Residence Purchase Transace Refinances (IRRE	not be allowed – no ex e tion RL Only)			
Eligible Transactions	Older homes will Primary Residence Purchase Transace Refinances (IRRF Second Home Ref	not be allowed – no ex e tion RL Only) finances (IRRRL Only)			
	Older homes will Primary Residence Purchase Transace Refinances (IRRF Second Home Refinance Cash out refinance	not be allowed – no ex e tion RL Only) finances (IRRRL Only) es)		
Eligible Transactions	Older homes will Primary Residence Purchase Transace Refinances (IRRF Second Home Refinance Cash out refinance	not be allowed – no ex e tion RL Only) finances (IRRRL Only))		



	Mortgage Credit Certificates
	Property held in Land Trust
	Single width manufactured homes a/k/a Singlewides.
	Subordinate Financing/2nd Liens are not allowed
Eligible Property	New, Proposed, Existing = 1 year, and Existing:</th
	Doublewide Manufactured Homes =/> 600 square feet
	Planned Unit Development (PUD) or on Individual land lot (cannot located in a
	mobile home park)
	Construction to Permanent Refi – two time close only
	Refinance of existing MHs - IRRRL only
Ineligible Property	Chattel Property is not allowed
	Condominiums
	Cooperatives
	Homes located in Mobile Home Parks
	Leasehold Estates
	MFH that have been previously installed or occupied at any other site
	Properties located in a Flood Zone
	Singlewide MFH
	Water utilities connected to cisterns and/or hauled water
Manual Underwriting	Not Allowed – file must receive Accept/Eligible findings through DU
Foundation Inspection	Inspection may not be more than 90 days old at time of review
-	
	A Structural Engineer's Report is required, attesting to properties compliance
	with the PFGMH. The report must be completed by licensed professional
	engineer or registered architect, who is licensed or registered in the state where
	the MH is located and must attest to current guidelines in the PFGMH.
	The report must be site specific and include:
	• The engineer or registered architect(s) signature, seal and state
	license/certification number.
	• The report must also contain statement from engineer verifying the property
	has not been moved from another location.
	NOTE: If foundation is deemed non-compliant to HUD standards, appraiser
	will provide non-compliant letter recommending how to bring foundation up to
	HUD standards. Loan may not be closed until foundation is deemed to be
	compliant.
Required Repairs	If the Foundation Inspection or Appraisal require repairs to meet Minimum Propery
	requirements, the Final Inspection must be completed prior to CTC. The Final
	Inspection will not be moved to a PTF condition when the home type is manufactured
DTI	May not exceed 49.99%
Property Requirements	MH manufacture/build date of 1/1/2010 or later. Must meet federal MHCSS
	standards, as evidenced by an affixed HUD Certification label in accordance
	with 24 CFR Section 3280.11.
	Purchase loan : Separate contract(s) for land and home are allowed.



New Construction and Existing < one Year - An Itemized cost breakdown is required: Plans and Specs are required, Design Calculations, Details for installation anchorage and Construction details (Heat loss calculation, elevation determination, Plot plan, details of site preparation. Individual water supply, Sewer system, additional exhibits as applicable).

NOTE: The dealer must provide a statement indicating any cash payments or rebates from the purchase, will be deducted from price of the unit (not paid to borrower).

Also, confirmation that the proposed cost is the full price of the unit and any furniture being purchased by the borrower with personal funds will not be filed against the security property

*** Doublewides should be at least 12 feet wide and have a minimum of 600 square feet.

Utilities must be on and working at time of inspection

HUD Certification Label:

• Federal Manufactured Home Construction and Safety Standards (FMHCSS) requires MH to have a HUD Certification Label (a/k/a HUD Seal OR HUD Label), it is affixed to the exterior of the property.

• HUD Tag is an aluminum plate approximate 2 in. by 4 in. It is permanently attached to each section of the manufactured home.

• The label number bears a 3 letter designation, which confirms the production inspection agency.

• Each label also has a 6 digit number. The label numbers are stamped sequentially.

If missing, a verification can be obtained from Institute for Building Technology and Safety (IBTS), by visiting IBTS' website at https://www.ibts.org/what-we-do/manufactured-homes/verification-lettercertificate/.

You may also contact IBTS' Label Department by phone at (866) 482-8868 or e-mail at labels@ibts.org.

Additional information can be obtained at:

https://www.hud.gov/program_offices/housing/rmra/mhs/mhslabels

HUD Data Plate:

The Data Plate is a paper label affixed inside the home and is the size of a standard sheet of paper (8 $\frac{1}{2}$ " x 11"). The Data Plate can be found in a kitchen cabinet, an electrical panel, or a bedroom closet. The

Data Plate has maps of the United States to inform the owner of the Wind Zone, Snow Load, and Roof Load of the home.



	Additional information can be obtained at:
	https://www.hud.gov/program_offices/housing/rmra/mhs/mhslabels
	Both the Data Plate and the HUD Certification Label must be available to the
	appraiser. If either are not, the information must be ordered from IBTS.
	Site Requirements:
	Manufactured homes that have an addition or have had a structural modification
	are eligible under certain conditions: If the state in which the property is located
	requires inspection by a state agency to approve modifications to the property,
	the lender is required to confirm that the property has met the requirement.
	However, if the state does not have this requirement, then the structural
	modification must be inspected and deemed structurally sound by a 3rd party
	regulated by the state and is qualified to make the determination. In all cases, the
	satisfactory inspection report must be retained in the mortgage loan file.
	• Adequate vehicular access (all weather road surface where emergency and
	passenger vehicles can pass at all times) required. Dirt roads are not allowed.
	• Site preparation (for delivery of the home) must be completed.
	 Attachment of the home to the permanent foundation system must be
	completed.
	÷
	• Permanent water and sewer facilities must serve the property. Cisterns and
	hauled water are not acceptable.
Appraisal Requirements	Degrating Ampropriate Formers VA NOV Forme 1004C/70D Forme 1004MC/Former
Appraisa Requirements	Required Appraisal Forms: VA NOV, Form 1004C/70B, Form 1004MC/Form
	71 (Market Conditions Addendum). Cost approach is recommended, but not
	required. Certification of Completion or Final Inspection is required for all
	"Subject To" Appraisals. Appraiser to provide UAD/UCDP quality and
	condition ratings of MH in comments section of the report.
	Report must contain:
	1. Manufactured home,
	2. Site improvement(s), and Land on which the home is situated.
	3. Must be on permanent foundation.
	4. Hitch, Wheels and Axels must be removed and comment made on the report.
	5. Subject must be connected to permanent utilities
	6. Property must be classified and taxed as Real Estate (land and improvements).
	7. Report to include photo of data plate or comments if the data plate is missing
	or cannot be located.
	8. Appraiser must enter the MH unless it is new and has not been delivered to
	the site.
	If appraiser is unable to access and/or inspect the new MH, they must obtain the
	following documents:
	a. MH plans: design or floor plans showing room layout and exterior dimensions
	for MH unit, and elevations plans;
1	ior mit and dovations plans,



 b. Specifications: information on all standard items of inclusion such as flooring, heating, plumbing, electrical equipment, and appliances; c. Supplemental information on any selected options or upgrades included in the subject sale; and d. Foundation Plans e. Evidence of satisfactory completion.
FOUNDATION: If local authority performs the required foundation, framing and final inspections and issues a Certificate of Occupancy (CO) or equivalent, VA will accept the CO for the property as evidence satisfactory completion. If local authority performs the required three inspections, but does not issue a CO or equivalent, VA will accept copy of inspection report, which verifies local building code compliance, or statement from local authority to confirm required performed inspections are satisfactory.
NOTE: If local authority does not perform the required inspections. A ten-year insured protection plan/warranty is required, along with a one-year VA builder's warranty (on VA Form 26-8599).
 Additional Items: At least two MH comparables must also be MHs on the appraisal report. Existing home cannot have been moved from its initial installation location. Fee Simple property only (no leasehold). NOTE: Additional units on subject property will be deemed personal property (not included in value). Remaining economic life must be equal or greater than the loan term.
FOR VA IRRRLs No NOV or appraisal report is required. Normal IRRRL processing applies. RCLS will perform in house property search to confirm collateral is eligible at time of delivery.
 Specific to VA New or Proposed Construction: Load-bearing piers and footing must: Be of sufficient size and number to support and distribute weight of the manufactured home evenly, and support and distribute weight of the manufactured home evenly; AND Be of materials acceptable to building authority having jurisdiction; AND Have footings which extend below the frost line (where applicable). Concrete slabs or continuous footings are acceptable in areas where their use is permitted by local building authority. Steel anchors must be cast into the concrete slab or footing and be capable of providing holding strength to resist horizontal and uplift forces. Anchoring devices, adequate to resist all loads, must be: Attached



	to the main frame of the unit by a bolted, welded, or mechanical connector AND Be placed at every supporting pier or as specified by the manufacturer; AND Extended into the pier footing. Anchoring straps or cables affixed to ground anchors, other than pier footing, will not meet this requirement unless specially allowed by building authority of jurisdiction.
	Properties located in Wind Zone II or III (wind speeds in excess of 80 mph) must include diagonal hurricane ties which have been properly engineered for the location and comply with the requirements of the building authority having jurisdiction. NOTE: Installation procedures included in the manufacturer's foundation instructions and HUD NCS BCS Handbook A225.1 are not generally adequate for manufactured homes located in wind zone II or III. Properties located in areas of high seismic activity require special foundation designs.
Refinances: Rate/Term only (New and Existing MHs less than 12 months old)	VA IRRRL - Follow RCLS Seller Guide Article 6, VA Handbook (Pamphlet 26-7) for additional IRRRL guideline requirements not addressed.
Title Requirements	Title must confirm: MFH is attached to the land MFH is classified and taxed as Real Estate Location endorsement will be required for all MFH in addition to the standard endorsement required
	 Surrender Title States: Alabama, Arizona, Arkansas, California, Colorado, Florida, Georgia, Idaho, Indiana, Iowa, Kansas, Kentucky, Louisiana, Michigan, Minnesota, Montana, Nevada, New Mexico, North Carolina. North Dakota, Ohio, Oklahoma, Oregon, Pennsylvania, South Carolina, South Dakota, Tennessee, Utah, Virginia. Washington, Wyoming. Title must be surrendered and purged in accordance with the jurisdiction (or confirm if MFH is located in non-surrender state). Recorded affidavit of affixation (recorded signed written statement acknowledging the home is attached and classified as real property, securing the mortgage). Search to confirm title is surrender is required. Title endorsement - Alta 7.1, 7.1-06, required. NOTE: If state law requires a Uniform Commercial Code (UCC) Filing in order to perfect a security interest in a manufactured home, the lender must make such filing in any and all appropriate locations.
	 <u>No Surrender (Holding) Title States:</u> Missouri, Nebraska: Confirm MFH loan is indicated on the certificate of title. RCLS to retain Certificate of Title in loan file. FSB will re-verify home and land has the same ownership. Recorded affidavit of affixation (recorded signed written statement acknowledging the home is attached and classified as real property, securing the mortgage). Title endorsement - Alta 7.1, 7.1-06, required. NOTE: Some states require additional registration with Department of Revenue



to confirm conversion to real estate. Copy of add't state registration/certification is required. ALSO: If state law requires a Uniform Commercial Code (UCC) Filing in order to perfect a security interest in a manufactured home, the lender must make such filing in any and all appropriate locations.

Holding and Surrender Title States:

Illinois, Mississippi, Texas, West Virginia, Wisconsin: These states are recognized as a title holding state; however, there is a process for surrendering the Certificate of Title. Confirm MFH loan is indicated on the certificate of title. FSB to retain Certificate of Title in loan file. FSB will re-verify home and land has the same ownership. Recorded affidavit of affixation (recorded signed written acknowledging the home is attached and classified as real property, securing the mortgage). Verify with tax assessor that the land and MH are assessed together. Tax assessor Title endorsement - Alta 7.1, 7.1-06, required. Vesting deed and subject deed of trust should identify that the property includes both the MH and the land. Legal description must include comprehensive MFH identity to include:

Year built, Manufacturer name, Model Name and number, Serial Number, Length and Width. A statement must be included that the MH is permanently affixed to land. The MFH description should not be included in the property description used in the title policy.

ALSO: If state law requires a Uniform Commercial Code (UCC) Filing in order to perfect a security interest in a manufactured home, the lender must make such filing in any and all appropriate locations.

Specific to Texas: Transaction for purchase of a new or used MFH prior to installation must be treated as a construction transaction. Polices must include Procedural Rule P-8 "pending Disbursement" clause and general mechanics liens exception. Also, T 31 and /or T31.1 endorsements are required. However; Recorded Certificate of Attachment (prior to 9/1/2003) or Statement of Ownership and Location (after 9/1/2003), Plus Form T or Certification is required Texas Dept. of Housing and Community Affairs (TDHCA). Endorsements may not be issued prior to receipt of recorded certificates from TDHCA.