**Licensee No: Onsite Exam Date:**

**Servicer: Examiner: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**(1) General Information: Promissory Note Review**

Borrower: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Co-Borrower: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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

Loan Number: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (this data should be pulled from the servicing system)

![C:\WINDOWS\Temp\Temporary Internet Files\Content.IE5\JPDGZ67Y\bs01872_[1].wmf]() The information in this section should be compared to the servicing system data. Compliance should be indicated on the servicing compliance checklist page (Loan Boarding Section).

**(2) Loan Origination Information: Promissory Note Review**

Interest Type: ARM [ ]  Fixed [ ]  Variable [ ]  Other [ ]  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Interest Rate: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ ARM Ceiling \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ ARM Floor \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Original Loan Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_ Boarding Date\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Loan Amount: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Payment Structure: P&I \_\_\_\_\_\_\_\_\_\_\_\_\_\_ Tax/Insurance/MIP \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Total \_\_\_\_\_\_\_\_\_\_\_\_\_

![C:\WINDOWS\Temp\Temporary Internet Files\Content.IE5\JPDGZ67Y\bs01872_[1].wmf]() The information in this section should be compared to the servicing system data. Compliance should be indicated on the servicing compliance checklist page (Loan Boarding Section). If loan has been modified, servicer should still maintain Original Date of Loan & Original Amount of Loan.

**(3) Loan Origination Information: Servicing System Review**

 A) Type of Loan: FHA [ ]  VA [ ]  Fannie Mae [ ]  Freddie Mac [ ]  Portfolio [ ]  Other [ ]  \_\_\_\_\_\_\_

 B) Lien Type: 1st Mortgage [ ]  2nd Mortgage [ ]  HELOC [ ]

 C) Interest Application: Term/Amortizing [ ]  Daily Simple Interest (DSI) [ ]  Interest Only Term\_\_\_\_\_

**(4) Current Loan Information: Servicing System Review**

Loan Status: Current [ ]  Delinquency Status: 30 Days[ ]  60 Days[ ]  90+ Days[ ]  Paid In Full [ ]

Loss Mitigation Request Date \_\_\_\_\_\_\_\_\_\_\_\_ Date of LM Request Acknowledgement \_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date of LM Response\_\_\_\_\_\_\_\_\_\_\_\_\_\_ LM Approved [ ]  Denied[ ]  (See #10 for further details)

Pending Foreclosure [ ]  Date 45 day NOI to borrower\_\_\_\_\_\_\_\_\_\_\_\_ Date of FC Hearing \_\_\_\_\_\_\_\_\_\_\_\_

Foreclosure Sale Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_ Active Bankruptcy [ ]  REO[ ]  Charge-Off [ ]

Principal Balance: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Due Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Current Investor: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Guarantor: \_\_\_\_\_\_\_\_\_\_\_\_\_\_Coverage % (for MIP): \_\_\_\_\_\_

Is the servicer in compliance with regards to the following areas? **Yes No N/A**

**(5) Servicing Transfer Related Disclosures** – ***This section is only for loans boarded after Jan. 1st, 2009.***

1. Servicing Transfer Notices:
2. Goodbye Letter (when sold or contracted to a [ ]  [ ]  [ ]

sub-servicer)

1. Hello Letter [ ]  [ ]  [ ]
2. Applicable State Costs and Fees Schedule [ ]  [ ]  [ ]
3. Applicable State License and Complaint Information Notice [ ]  [ ]  [ ]

 **(6)** **Loan Boarding: Data Integrity**

1. Electronic Loan Data Matches Loan Documents [ ]  [ ]  [ ]
2. Proper Electronic Transfer of Balances [ ]  [ ]  [ ]
3. Escrow Accounts Accurately Established [ ]  [ ]  [ ]

**(7)** **Loan Servicing: Data Integrity**

1. Timely and Accurate Interest Rate Adjustments **(ARM Loans Only)**
	1. Calculate each change date for accuracy on ARM [ ]  [ ]  [ ]

worksheet & include with exam worksheet

* 1. IR/Payment Change Notification mailed to borrower? [ ]  [ ]  [ ]
1. Payment History Review
	1. Timely Posting of Payment [ ]  [ ]  [ ]
	2. Accurate Posting of Payment [ ]  [ ]  [ ]
	3. Late Charge Assessments [ ]  [ ]  [ ]
	4. Escrow Activity (Application & Disbursements) [ ]  [ ]  [ ]
2. Escrow Account Analysis [ ]
	1. Most recent Yearly Total of T & I / 12 – verify monthly [ ]  [ ]  [ ]

escrow amount adjusted accordingly within allowed cushion of 2 months T & I

a. If there was an surplus, was the refund given within [ ]  [ ]  [ ]

30 days of the “Date of Analysis”?

2. Was detail of escrow change sent within 30-45 days [ ]  [ ]  [ ]  prior to the change? (Annual Escrow Account Statement)

**(8)** **Servicing Notices** **REQUIRED** (for all years in scope period)

1. Annual Year End (1098) Statements [ ]  [ ]  [ ]
2. Annual Privacy Notice (GLBA) [ ]  [ ]  [ ]

**When needed**

1. Statement of Fee explanation (LC’s, etc., see references ) [ ]  [ ]  [ ]
2. Were all fees incurred assessed within 45 days? [ ]  [ ]  [ ]
3. Was borrower notified of all assessed fees within 30 [ ]  [ ]  [ ]

days of assessment?

1. Were all fees charged within the cost range that the [ ]  [ ]  [ ]

 Servicer last provided to the Commissioner? (See Fee Schedule)

1. Annual Disclosure – for conventional loans with PMI still in [ ]  [ ]  [ ]

effect.

1. Applicable State Notice of Un credited Funds (within 10 days) [ ]  [ ]  [ ]
2. Standard Delinquency Notices (see reference worksheet ) [ ]  [ ]  [ ]

Is the servicer in compliance with regards to the following areas? **Yes No N/A**

 **(9)** **Borrower Communications Properly Documented**

* 1. Customer Service [ ]  [ ]  [ ]
	2. Borrower’s Qualified Written Inquiry [ ]  [ ]  [ ]
	3. Procedure in case of disputed accuracy [ ]  [ ]  [ ]
	4. Collections [ ]  [ ]  [ ]
		1. Do the servicing/collection letters include (when needed [ ]  [ ]  [ ]

the appropriate verbiage requiring disclosure regarding “attempting to collect a debt and that any information obtained may be used for that purpose.” ? (mini Miranda)

**(10) Bankruptcy**

A. Has automatic stay been violated? See #1 & 2 in references [ ]  [ ]  [ ]

B. Has servicer attempted to collect any portions of the [ ]  [ ]  [ ]

 remaining balance that was discharged?

 **(11)** **Foreclosure Prevention (Loss Mitigation) (Additional Info to be added)**

A. Good Faith – Loss Mitigation (see reference sheet) [ ]  [ ]  [ ]

**1**. Did servicer acknowledge (in writing) a borrower’s loss [ ]  [ ]  [ ]

mitigation request no later than **10** business days after the request?

1. Did servicer respond to the request (above) no later than [ ]  [ ]  [ ]

thirty (**30**) business days after the receipt of all information necessary from borrower to assess whether or not borrower qualifies for ANY loss mitigation programs offered by servicer?

1. Did servicer include in a final response denying a loss [ ]  [ ]  [ ]

mitigation request the reason for the denial & contact information for a person @ servicer location with

authority to reconsider the denial?

1. Did the denial letter have in **“bold type”** & in print size as [ ]  [ ]  [ ]

large as the largest type on the letter :If you believe the loss mitigation request has been wrongly denied, you may file a complaint with the MMC. **(STATUTES for 1 through 4 were effective June 1, 2010)**

1. Was the homeowner considered for other options? [ ]  [ ]  [ ]
2. Was the denial justified? [ ]  [ ]  [ ]

B. Notices:

1. Was a notice sent to borrower’s last known address sent at least 45 days before foreclosure was initiated with the following information?

1. An itemization of all past due amounts [ ]  [ ]  [ ]
2. An itemization of any other charges to bring [ ]  [ ]  [ ]

the loan current

1. A statement with possible options other than [ ]  [ ]  [ ]

foreclosure and options to discuss with certain entities

1. Phone, address & other contact info for the [ ]  [ ]  [ ]

party authorized to attempt to work with borrower to avoid foreclosure

1. Contact info for one or more HUD-approved [ ]  [ ]  [ ]

counseling agencies assisting borrowers to avoid foreclosure

1. Contact info for the consumer complaint [ ]  [ ]  [ ]

section of the applicable state department

1. Review Final TIL to ensure amount financed is accurate [ ]  [ ]  [ ]

 Comments \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Is the servicer in compliance with regards to the following areas? **Yes No N/A**

**(12) REO (Real Estate Owned)**

 Unless the servicer (or investor) plans to sue for any deficiency balance that may result, we will not be reviewing REO accounts.

**(13) Fair & Reasonable Fees**

A. Were assessed charges fair & reasonable on:

1. Active & discharged BKT accounts? [ ]  [ ]  [ ]
2. Pending & recent foreclosure accounts? [ ]  [ ]  [ ]

 **(14) Payoff Requests**

A. Payoff request requirements:

1. Issued within 10 days of request [ ]  [ ]  [ ]
2. Payoff shows date prepared and amount [ ]  [ ]  [ ]

of payoff for that day

1. Includes breakdown of each charge or fee [ ]  [ ]  [ ]

by type

1. Includes per diem & any other related info [ ]  [ ]  [ ]

needed to calculate payoff

1. Includes location to where payment must be [ ]  [ ]  [ ]

made and any limitation as to the authorized

method of payment

6. Was a sole payoff request (within a six-month [ ]  [ ]  [ ]

 period) provided **without charge**?

**(15) Paid-in-Full Transactions**

1. Final Payment timely posted [ ]  [ ]  [ ]

B. Pre payment penalty assessed [ ]  [ ]  [ ]

C. Documents released with the county in a

 timely manner. (within 30 days) [ ]  [ ]  [ ]

D. Escrow refund mailed in timely manner [ ]  [ ]  [ ]

1. Release of lien letter in file [ ]  [ ]  [ ]

**(16) Force Placed Insurance** - ***This section is only if insurance was force placed 1/1/09 or later.***

1. Notice sent to borrower advising of action taken [ ]  [ ]  [ ]
2. No evidence in file that other coverage is in force [ ]  [ ]  [ ]
3. Forced place coverage does not exceed the last [ ]  [ ]  [ ]

known coverage amount or does not exceed the

value of the insurable improvements

1. Refund or credit for unearned premium if sufficient [ ]  [ ]  [ ]

coverage is obtained (partial) or proof of no lapse of

 coverage is provided within 12 months. (Full Refund)

1. Has the property been determined to be in a flood zone [ ]  [ ]  [ ]
2. Date of determination \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
3. Was the borrower notified flood insurance was required[ ]  [ ]  [ ]
4. Date of Notification \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
5. Was flood insurance force placed [ ]  [ ]  [ ]
6. Effective date of force placed flood policy \_\_\_\_\_\_\_\_\_\_\_\_

(Cannot be less than 45 days of the notification to the borrower flood insurance must be purchased)

 **(17) Records to be Maintained -**  Cite if any needed documentation is not found in the file per applicable state requirements.  A licensed mortgage servicer shall create and retain a file for each mortgage loan which it services, which shall contain, as applicable:

(2)           a copy of the original note and Deed of Trust;

(3)           a copy of any disclosures or notifications provided to the borrower required by State or Federal law;

(4)           a copy of all written requests for information received from the borrower and the servicer's response to such requests as required by State or Federal law;

(5)           a record of all payments received from the borrower which contains all information required to be provided to a borrower upon request

(6)           a copy of any bankruptcy plan approved in a proceeding filed by the borrower or a co-owner of the property subject to the mortgage;

(7)           a communications log, if maintained by the servicer, which documents all verbal communication with the borrower or the borrower's representative;

(8)           a record of all efforts by the servicer to comply with the duties required under G.S. 53-244.110(7) including all information utilized in the servicer's determination regarding loss mitigation proposals offered to the borrower;

(9)           a copy of all notices sent to the borrower related to any foreclosure proceeding filed against the encumbered property; and

(10)         records regarding the final disposition of the loan including a copy of any collateral release document, records of servicing transfers, charge-off information, or REO disposition.

**Item (3) - DISCLOSURES OR NOTIFICATIONS** THAT WERE SENT TO BORROWER (per the letter log or communication / notes log) BUT the MMC DID NOT FIND EVIDENCE OF (copies) IN THE BORROWER’S SERVICING FILES ARE TO BE LISTED IN THIS VIOLATION.

If there is no indication that the required disclosure or notification was sent to the borrower the violation would be listed for the particular statute that requires it, not here. The following are examples of requireddisclosures and notifications but we are not yet certain that this is a complete list.

**Required by Federal Law:**

**“Hello” or “Goodbye” letter** - 12 C.F.R. § 1024.33 (RESPA)

**ARM Interest Rate / Payment Change Disclosure** - 12 C.F.R. § 1026.9

**Annual Privacy Notice** - 15 U.S.C. § 6803(a) GLB Act

**1098 Mortgage Interest Statement** – Internal Revenue Code

**Annual Escrow Statement** - 24 C.F.R. 1024.17 (RESPA)

**Annual Disclosure** - 12 U.S.C. § 4903(a)(3) (HOPA) - Regarding borrower’s cancellation rights of private mortgage insurance (for conventional loans with PMI still in effect)

**Required by State Law**

**Applicable State and Fees Schedule**

**Applicable State License and Complaint Information Notice**

**Applicable State Notice of Intent (NOI)**

**Applicable State Statement of Fee Explanation**

**(18) REQUESTED INFORMATION YET TO OBTAIN:**

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

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**(19) Violations: Have copies of the supporting documents been attached? \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

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**(20) Comments:**

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