



Originating Agents Guide

February 1, 2024

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TIPS FOR NAVIGATING ELECTRONIC VERSION OF THE THDA GUIDE:

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SECTION I: THDA OVERVIEW

GUIDE SUMMARY

This Originating Agents Guide amends and replaces the Originating Agents Guide dated January 2021 (the "Prior Guide") and, together with all subsequent revisions, modifications or updates (the "Guide") provided by the Tennessee Housing Development Agency ("THDA"), contains information about THDA loan programs and specific requirements for qualifying applicants, submitting, closing, and delivering loans for THDA.

The Prior Guide shall apply to all THDA approved loans locked on or prior to January 31, 2024, and this Guide shall apply to all THDA approved loans locked on or after February 1, 2024.

THDA may revise, modify or update this Guide from time to time and will notify Originating Agents ("Lender") of such changes. THDA may provide notice of changes by posting such changes to its web site at www.thda.org.

HOURS OF OPERATION AND HOLIDAY SCHEDULE

The Single Family Programs Division hours of operation are 7:00 a.m. until 4:30 p.m. Central Time, Monday through Friday. Rate lock desk is available 9:00 a.m. until 5:30 p.m. Central Time on all THDA business days. The Single Family Programs Division will be closed on official State holidays which are as follows:

New Year's Day
Martin Luther King Day
Presidents' Day
Good Friday
Memorial Day
Juneteenth
Independence Day
Labor Day
Veteran's Day
Thanksgiving Day and Friday After*
Christmas Day**
New Year's Eve

*THDA will be closed on the Friday after Thanksgiving Day.

**Other holidays around Christmas may be announced later.

SINGLE FAMILY PROGRAMS DIVISION STAFF DIRECTORY

The Single Family Programs Division of THDA has day-to-day operational control of the origination and closing of THDA mortgage loans. All correspondence should be directed to:

Single Family Programs Division
Tennessee Housing Development Agency
502 Deaderick Street, Third Floor
Nashville, TN 37243

THDA Toll-Free..... 800-228-8432
Single Family Information Line 615-815-2100
Single Family Ask Desk..... Email: sfask@thda.org
Volunteer Mortgage Loan Servicing.. 844-865-7378
Volunteer Mortgage Loan Servicing.. Email: custserv@volservicing.com

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CURRENT THDA LOAN PROGRAMS

THDA offers the following mortgage loan programs:

- Great Choice
- Homeownership for Heroes
- Freddie Mac HFA Advantage®
- Great Choice Plus
- Homeownership for Heroes Plus
- Freddie Mac HFA Advantage Plus®

1. Great Choice Mortgage Loan Program (Mortgage Revenue Bond)

This loan is secured by a first mortgage with the option of down payment and closing cost assistance. (See Great Choice Plus for details).

 Great Choice Mortgage Loan Program	
Eligible Borrower/First Time Homebuyer Rule	Borrower must not have an interest in their primary residence within 36 months of application unless the property to be financed with the loan is in a targeted area (See THDA website for targeted areas.)
Assumable	Subject to Qualifying
Interest Rate	Posted on THDA Website
Loan Term	30 years
Loan Types	FHA, VA, and USDA/RD, (Agency)
Max Loan Amount	Varies
Down Payment	As Required by Loan Type
Max MRB Income	Varies by County
Max Acquisition Cost	\$400,000
Eligible Properties	Single Family 1-4 unit (1 must be owner occupied), condos, PUD, townhomes, HUD approved manufactured homes
Homebuyer Education	Required
AUS Requirements	DU, LPA, or GUS
Manual Underwriting	Allowed; See THDA Guidelines
Min. Credit Score	640
Max Debt-to-Income Ratio	45%
Max LTV	Subject to FHA, VA, & USDA/RD (Agency) guidelines.
Min. Investment/Required Reserves	As Required by Loan Type
Mortgage Insurance	As Required by Loan Type
Occupancy	Owner Occupied within 60 days of Closing
Additional Documentation/Forms	Seller Declaration, Application Declaration, Recapture Disclosure
Pre-Payment Penalty	No Penalty
Subject to Recapture	Yes, Eligible for Recapture Reimbursement Program
Escrows	Required; Waivers not Permitted
Allowable Fees to be Charged	Reasonable and customary fees up to \$1400. Origination fee based on rate sheet and product offering at the time the loan is locked; rate lock extension fees charged to the lender by THDA can be charged.
Service Release Premium (SRP)	Based on rate sheet and product offering at the time the loan is locked.

2. Great Choice Plus Mortgage Program: Down Payment/Closing Cost Assistance Loan

This MRB loan offers a choice for down payment and closing cost assistance, one offering has deferred payments and the other has a low interest rate with monthly payments. Both are secured by a second deed of trust and only available with the THDA Great Choice first mortgage loan. The Great Choice Plus Loan Payment is at an interest rate the same as the first mortgage, monthly payments amortized over a 30 year term, and the loan amount is up to 5% of the sales price (maximum loan amount of \$15,000). The Great Choice Plus Loan-Deferred (no payment) is a flat up to \$6,000 at a 0% interest rate, 30 year term, and must be repaid if the home is refinanced or sold.

 Great Choice Plus Mortgage Loan Program (DPA) Options	
Eligible Borrower/First Time Homebuyer Rule	Must Qualify and Obtain THDA Great Choice Loan
Assumable	Not Allowed
Interest Rate	Same as First Mortgage for Payment Option: 0% for Deferred Option
Loan Term	30 years for all DPA Options
Loan Types	FHA, VA, and USDA/RD (Agency)
Max Loan Amount	Up to 5% of sales price for payment option, maximum loan amount of \$15,000; up to \$6,000 for deferred option
Down Payment	N/A
Max MRB Income	Varies by County
Max Acquisition Cost	\$400,000
Eligible Properties	Same as First Mortgage
Homebuyer Education	Required
AUS Requirements	DU, LPA, or GUS
Manual Underwriting	Allowed; See THDA Guidelines
Min. Credit Score	640
Max Debt-to-Income Ratio	45%
Max CLTV	Subject to FHA, VA, & USDA/RD (Agency) Guidelines.
Min. Investment/Required Reserves	No
Mortgage Insurance	N/A
Occupancy	Owner Occupied within 60 days of Closing
Additional Documentation/Forms	THDA provided Note and Deed of Trust
Pre-Payment Penalty	Balance due in full upon first mortgage payoff, assumption, or refinance
Subject to Recapture	No
Escrows	Required; Waivers not Permitted
Allowable Fees to be Charged	Recording fee, prepaid interest, mortgage tax fee, settlement fee of up to \$200
Service Release Premium (SRP)	Not Paid on Second Mortgage

3. Homeownership for Heroes Mortgage Loan Program

This loan program is offered to qualified members of the United States Military, National Guard, Veterans, eligible spouses of Veterans, State and Local Law Enforcement Officers, EMTs and Paramedics, and Firefighters. A 50 basis point rate reduction will apply to the Great Choice loan, based on the current rate at time of loan rate lock. The loan is secured by a first mortgage with the option of down payment and closing cost assistance (see Homeownership for Heroes Plus for more details).

 Homeownership for Heroes Mortgage Loan Program	
Eligible Borrower/First Time Homebuyer Rule	Same as Great Choice or the borrower meets the Veteran's exemption for first time homebuyer requirement (See THDA OA Guide for Veteran Exemption). Must be currently employed in TN or military/Veteran. Must have license/certifications in profession listed above or military LES/DD214.
Assumable	Subject to Qualifying
Interest Rate	Posted on THDA Website
Loan Term	30 years
Loan Types	FHA, VA, and USDA/RD (Agency)
Max Loan Amount	Varies
Down Payment	As Required by Loan Type
Max MRB Income	Varies by County
Max Acquisition Cost	\$400,000
Eligible Properties	Single Family 1-4 unit (1 must be owner occupied), condos, PUD, townhomes, HUD approved manufactured homes
Homebuyer Ed	Required
AUS Requirements	DU, LPA, or GUS
Manual Underwriting	Allowed; See THDA Guidelines
Min. Credit Score	640
Max Debt-to-Income Ratio	45%
Max LTV	Subject to FHA, VA, & USDA/RD (Agency) Guidelines.
Min. Investment/Required Reserves	As Required by Loan Type
Mortgage Insurance	As Required by Loan Type
Occupancy	Owner Occupied within 60 days of Closing
Additional Documentation/Forms	Seller Declaration, Application Declaration, Recapture Disclosure, License or Certification, DD-214 or DD- 4
Pre-Payment Penalty	No Penalty
Subject to Recapture	Yes, Eligible for Recapture Reimbursement Program
Escrows	Required; Waivers not Permitted
Allowable Fees to be Charged	Reasonable and customary fees up to \$1400. Origination fee based on rate sheet and product offering at the time the loan is locked; rate lock extension fees charged to the lender by THDA can be charged.
Service Release Premium (SRP)	Based upon the rate sheet and product offering at the time the loan is locked.

4. Homeownership for Heroes Plus Mortgage Loan Program

This MRB loan offers a choice for down payment and closing cost assistance, one offering has deferred payments and the other has a low interest rate with monthly payments. Both are secured by a second deed of trust. Loan options are available only with the Homeownership for Heroes first mortgage loan. Heroes Plus Loan with payment is at an interest rate the same as the first mortgage, up to 5% of the sales price (maximum loan amount of \$15,000), and monthly payments amortized over a 30 year term. Heroes Plus Loan-deferred (no payment) is a flat up to \$6,000 at a 0% interest rate, 30 year term, and must be repaid if the home is refinanced or sold.

 Homeownership for Heroes Plus Mortgage Loan Program (DPA) Options	
Eligible Borrower/First Time Homebuyer Rule	Must Qualify and Obtain THDA Homeownership for Heroes Loan
Assumable	Not Allowed
Interest Rate	Same as First Mortgage for Payment Option: 0% for Deferred Option
Loan Term	30 years for all DPA Options
Loan Types	Conventional
Max Loan Amount	Up to 5% of sales price for payment option, maximum \$15,000 loan amount; up to \$6,000 for deferred option
Down Payment	N/A
Max MRB Income	Varies by County
Max Acquisition Cost	\$400,000
Eligible Properties	Same as First Mortgage
Homebuyer Ed	Required
AUS Requirements	DU, LPA, or GUS
Manual Underwriting	Allowed; See THDA Guidelines
Min. Credit Score	640
Max Debt-to-Income Ratio	45%
Max CLTV	Subject to FHA, VA, & USDA/RD (Agency) Guidelines
Min. Investment/Required Reserves	No
Mortgage Insurance	N/A
Occupancy	Owner Occupied within 60 days of Closing
Additional Documentation/Forms	THDA provides Mortgage Note and Deed of Trust
Pre-Payment Penalty	Balance due in full upon first mortgage payoff, assumption, or refinance
Subject to Recapture	No
Escrows	Required; Waivers not Permitted
Allowable Fees to be Charged	Recording fee, prepaid interest, mortgage tax fee, settlement fee of up to \$200
Service Release Premium (SRP)	Not Paid on Second Mortgage

5. Freddie Mac HFA Advantage® Mortgage Loan Program (Mortgage Backed Securities)

This MBS program is designed for low and moderate income borrowers. HFA Advantage offers an insured conventional mortgage loan secured by a first mortgage with the option of down payment and closing cost assistance (see HFA Advantage Plus for more details). Maximum CLTV limit of 105%. See [Section X](#).

Freddie Mac HFA Advantage® Mortgage Loan Program		
Eligible Borrower/First Time Homebuyer Rule		First Time Homebuyer Not Required
Assumable		Per Freddie Mac Guidelines
Interest Rate		Posted on THDA Website
Loan Term		30 years
Loan Types		Freddie Mac HFA Advantage
Max Loan Amount		Varies
Down Payment		3%
Max MRB Income		Varies by County
Max Acquisition Cost		\$400,000
Eligible Properties		See Eligible Properties
Homebuyer Ed		Required
AUS Requirements		LPA Only
Manual Underwriting		Not Allowed
Min. Credit Score		Per Freddie Mac Guidelines
Max Debt-to-Income Ratio		Per Freddie Mac Guidelines
Max LTV		97%
Min. Investment/Required Reserves		Per Freddie Mac Guidelines
Mortgage Insurance	<80% AMI	18% coverage greater than 95%-97% 16% coverage greater than 90%-95% 12% coverage greater than 85%-90% 6% coverage greater than 80%-85%
	>80% AMI	Per Freddie Mac Guidelines
Occupancy		Owner Occupied within 60 Days of Closing
Pre-Payment Penalty		No Penalty
Subject to Recapture		No
Escrows		Required; Waivers not Permitted
Allowable Fees to be Charged		Reasonable and customary fees up to \$1400. Origination fee based on rate sheet and product offering at the time of the rate lock; rate lock extension fees charged to the lender by THDA can be charged.
Service Release Premium (SRP)		Based on the rate sheet and product offering at the time of the rate lock.

6. Freddie Mac HFA Advantage® Plus Mortgage Loan Program (Mortgage Backed Securities)

This MBS loan offers a choice for down payment and closing cost assistance, one offering has deferred payments and the other has a low interest rate with monthly payments. Both are secured by a second deed of trust. This loan is available only with the HFA Advantage first mortgage loan. The HFA Advantage Plus with Payment is at an interest rate the same as the first mortgage, monthly payments amortized over a 30 year term, and up to 5% of the sales price (maximum \$15,000 loan amount). The HFA Advantage Plus with No Payment is up to \$6,000 at a 0% interest rate, 30 year term, and must be repaid if the home is refinanced or sold.

Freddie Mac HFA Advantage® Mortgage Loan Program (DPA) Options	
Eligible Borrower/First Time Homebuyer Rule	Must Qualify and Obtain Freddie Mac HFA Advantage® Loan through THDA
Assumable	Not Allowed
Interest Rate	Same as First Mortgage for Payment Option: 0% for Deferred Option
Loan Term	30 years for all DPA Options
Loan Types	Conventional
Max Loan Amount	Up to 5% of sales price for payment option, maximum \$15,000 loan amount: up to \$6,000 for deferred option
Down Payment	N/A
Max MRB Income	Varies by County
Max Acquisition Cost	\$400,000
Eligible Properties	See Eligible Properties
Homebuyer Ed	Required
AUS Requirements	LPA only
Manual Underwriting	Not Allowed
Min. Credit Score	Per Freddie Mac Guidelines
Max Debt-to-Income Ratio	Per Freddie Mac Guidelines
Max LTV	105% max CLTV
Min. Investment/Required Reserves	No
Mortgage Insurance	N/A
Occupancy	Owner Occupied within 60 days of Closing
Additional Documentation/Forms	FNMA/FHLMC Multi-state Note and Deed of Trust in the name of the Originating Agent
Pre-Payment Penalty	Balance due in full upon first mortgage payoff, assumption, or refinance
Subject to Recapture	No
Escrows	Required; Waivers not Permitted
Allowable Fees to be Charged	Recording fee, prepaid interest, mortgage tax fee, settlement fee up to \$200
Service Release Premium (SRP)	Not Paid on Second Mortgage

SECTION II: ORIGINATING AGENTS

To be approved as a Tennessee Housing Development Originating Agent, the lender must meet the qualifications as listed on our website.

THDA uses an online data portal through [Comergerence by Optimal Blue](#) to process new lender applications. Lenders should visit the [THDA website](#) to review the application process. No documents should be overnighted or emailed to THDA unless requested.

Approved Originating Agent's staff must complete required THDA training prior to being authorized to originate loans. Training includes all aspects of the loan origination process.

ORIGINATING AGENT WORKING AGREEMENT

The written agreement between an Originating Agent and THDA, which must be executed before any loan applications will be accepted by THDA for processing (the "Working Agreement"), contains the basic contractual agreements between the Originating Agent and THDA. The Working Agreement sets forth general terms under which the Originating Agent is authorized to act on behalf of THDA.

The Working Agreement also incorporates the contents of this Guide, prior guides, and other written instructions that may be issued by THDA to provide instruction and direction in the daily operation of THDA's programs. THDA has separate working agreements for the MRB program and the MBS program.

CORRESPONDENT RELATIONSHIPS

Each Originating Agent is responsible for originating, processing, underwriting, closing, post-closing, submitting the documents to THDA, and insuring all THDA loans are in accordance with the guidelines and procedures stated in the Originating Agents Guide, the appropriate Agency requirements, and all regulatory requirements of the following:

- Real Estate Settlement Procedures Act (RESPA);
- Regulation X;
- Equal Credit Opportunity Act (ECOA);
- Regulation B;
- Fair Credit Reporting Act (FCRA);
- Regulation V;
- Truth in Lending Act (TILA);
- Regulation Z;
- Fair Housing Act;
- Homeowners Protection Act of 1998;
- Flood Act;
- Consumer Financial Protection Bureau (CFPB);
- Any other applicable federal and state laws and regulations.

Applications that are originated by a third party and/or brokered applications, are eligible to be submitted to THDA upon written approval of THDA.

Applications originated by one Originating Agent that are transferred to another Originating Agent for submission to THDA must be re-verified in the receiving Originating Agent's name prior to submission to THDA.

The Originating Agent who originated, processed, closed, insured, and delivered a particular loan to THDA must directly assign the Deed of Trust securing the loan to THDA.

Insurance or guaranty certificates may not contain the name of any entity other than the Originating Agent or THDA as the beneficiary of the insurance or guaranty.

MAINTAINING ORIGINATING LENDER APPROVAL STATUS

After initial approval, each Originating Agent will be required to meet the following specified requirements to maintain their status as an approved THDA Originating Agent.

- A. **Insurance and Net Worth Requirements** – Maintain required fidelity bond, errors and omissions insurance and net worth requirements.
- B. **Audited Financial Statements** – Must provide THDA with financial recertification documentation, as required by HUD. Financial statement shall include a balance sheet, an income statement, and a statement of retained earnings, all related notes and the opinion of an independent Certified Public Accountant as to the correctness of those statements.
- C. **Information Security** – Lender must provide current information security policy. Written notice must also be provided to document any information security incident or breaches that have taken place in the past three years.
- D. **Minimum Origination Volume** – Originate no fewer than 6 first mortgage loans which are purchased by THDA during the first twelve months and each full calendar year thereafter, unless otherwise approved by THDA. Consideration of lesser volume will be given in underserved or rural areas. Lenders deactivated due to minimum origination volume not being met will be considered for renewal during the following renewal period.
- E. **Notification of Organizational Changes** – Provide written notice to THDA of any major organizational changes contemplated, including but not limited to:
 - Resignation or replacement of senior management personnel.
 - Resignation or replacement of designated THDA delegated staff.
 - Mergers, acquisitions or corporate name change.
 - Change in savings and loan association charter to become banking association.
 - Change in financial position.
 - Any reorganization, which centralizes or decentralizes a primary function (i.e. underwriting, closing or post-closing).
 - Opening or closing of offices originating THDA loans (include address, phone number and branch manager's name).
- F. **Compliance with THDA Requirements** – Maintain compliance with THDA policies, procedures, rules, and regulations as stated in this Origination Agent Guide and subsequent notifications. Comply with terms and conditions contained in the Purchase Agreement.
- G. **Acceptable Loan Performance** – Originate loans resulting in a delinquency rate determined to represent an acceptable risk to THDA.

H. **Lender Performance** – If a lender's performance or that of an employee of the lender is identified as presenting a significant risk to THDA, THDA reserves the right to impose any of the following restrictions:

- Lender or individual placed on probationary status,
- Suspension of loan locking privileges for up to 12 months,
- Retention of lender compensation,
- Debarment from the THDA program for up to 3 years.

Appeal for suspension or debarment can be made in writing to the Director of Single Family Loan Operations or Chief Operating Officer. In addition to the written request, supporting documentation should be provided.

I. **Early Loan Payoff** – THDA will monitor the early loan payoff reports and reserves the right to impose fees or reimbursements for excessive early payoffs.

J. **Fees** – Pay applicable renewal fee.

K. **Quality Control Plan** – Originating Agents must have a QC Plan that meets FHA, VA, USDA, and Freddie Mac ("Agency Loans") requirements. The Originating Agent must maintain and update its QC Plan as needed to ensure it is fully compliant with all applicable requirements at all times. Provide copies of any notification forwarded to an insure/guarantor for violations of law or regulations, false statements or program abuses by the Originating Agent, its employees or any other party to the transaction as required under the respective Quality Control plan submitted to THDA. An updated QC Plan will be requested as part of the recertification process

L. **Reconsideration of Value-** Originating Agents must have policies and procedures implemented that meet Agency requirements. The Originating Agent must maintain and update as needed to ensure it is always fully compliant with all applicable requirements. A copy of the policy or an attestation may be requested as part of the recertification process.

THDA QUALITY CONTROL AND RISK MANAGEMENT

Prefunding Quality Control Reviews

THDA is implementing a preclosing quality control review process. When an Originating Agent's file is selected for preclosing review, the following condition will be reflected on the file "This loan has been selected for a prefunding QC review. Additional conditions may apply." Any additional conditions required by the QC review must be submitted by the OA to THDA. The loan cannot close until the time the OA is provided with a commitment from THDA.

Quality Control Reviews

THDA will perform a monthly Quality Control review of no less than 10% of loans purchased by THDA. The selection will include random and discretionary loans. The OA will be notified of any defects at the loan level. The defects are a balance between THDA's risk management, insure/guarantor's risk management, and best practices of quality assurance business processes. The Originating Agent will submit any loan level documentation requested by THDA to clear necessary defects.

Early Payment Default Reviews

THDA considers Early Payment Defaults (EPD) as any mortgage that becomes delinquent within the first year. THDA requires Originating Agents review all EPD on a monthly basis. In addition to the Originating Agent using Neighborhood Watch to assist with identifying FHA EPD, THDA will provide to the Originating Agent's contact on record the EPD loans identified monthly by THDA's Servicing Department. Loans identified as EPD must be reviewed immediately to prevent loan(s) from becoming 60 days delinquent in the first 6 months or 90 days delinquent in the first 12 months.

With the exclusion of first payment defaults, THDA will require a quality control performed on all EPD loans with a delinquency status of 60 days in the first 6 months or 90 days in the first 12 months. EPD within the first 6 months will be the OA's responsibility to conduct a Quality Control review which meets the standards as outlined in the OA's Quality Control Plan. OA must complete the initial Findings report within 60 days of the date notified by THDA and provide THDA a summary of the report. OA will have 30 days from the initial findings report to mitigate any findings and provide final finding report to THDA, if necessary. THDA will conduct a quality control for all EPD loans 90 days delinquent in the first 12 months. First payment defaults are subject to be repurchased.

An OA who fails to respond within the above timeline for EPD may be suspended from reserving and/or submitting new loan applications to THDA.

Loan Level Defects/Findings

THDA will notify OA of any loan level defect(s) identified during any QC review performed by THDA.

THDA will request a response and remedy for the defect(s). Potential remedies:

- **Mitigating Documentation**

Defects may be mitigated with the OA's submission of additional documentation which adequately addresses the defect/finding.

- **Indemnification**

When all alternatives have been exhausted and the loan is not in violation of any items listed in the loan repurchase obligation, OA may resolve defects and findings by indemnifying THDA against the risk of financial losses by signing a 5 year or Life of Loan Indemnification agreement. With the execution of an indemnification, OA is expected to comply with all terms of the agreement, which includes returning all loan level Service Release Premium to THDA and paying an administrative fee of \$1,500.

The OA must report any Findings of fraud or material misrepresentation to THDA immediately. An OA who fails to respond within a reasonable time to THDA inquiries or requests for documentation may be suspended from reserving and/or submitting new loan applications to THDA.

Exclusion Lists

THDA requires all parties involved in the loan process to be screened against the appropriate exclusion lists. This includes employment listed in the QC plan for hiring procedures and all parties involved in the loan process to meet Exclusion List guidelines as set by the Agency. Exclusion lists include but are not limited to: The Limited Denial of Participation (LDP) list, General Services Administration (GSA), Freddie Mac Exclusionary List (FMEL) and The Office of Foreign Assets Control (OFAC).

THDA will maintain a list for any debarred or suspended lenders or individuals from THDA's mortgage loan program.

Information Security Standards

With the ever increasing focus on cyber security and the risk it poses to organizations that house and use Personal Identifiable Information in the course of their normal business, THDA requires that Originating Agents meet certain Information Security Standards.

THDA's Information Technology Department will assess the Originating Agent's Information Security Policies for industry best practices on protecting against cybersecurity threats and protecting customer data.

These requirements / best practices include:

1. The Originating Agent is a US-based company with no offshore IP.
2. The Originating Agent maintains a policy against password sharing.
3. The Originating Agent maintains a clean desk policy.
4. The Originating Agent maintains appropriate controls and disciplinary action for policy violations or mishandling of customer data.
5. The Originating Agent facilitates a cybersecurity training program for its employees, minimally, on an annual basis.
6. The Originating Agent employs data encryption practices for confidential data in transit and at rest. This includes encryption practices for confidential information sent via email, portals, SFTP sites, etc.

LOAN REPURCHASE

Repurchase Obligation

THDA, in its sole discretion, may refuse to purchase any loan, and may require an Originating Agent to repurchase any loan(s) when any of the following exist:

1. Commitment conditions are not satisfied, or loan did not close in accordance with terms of the Commitment; or
2. The Originating Agent fails to deliver any documents required by the Guide or pursuant to any condition of purchase by THDA, all in form and substance as required by THDA or by State and Federal statutes and regulations, and satisfactory to THDA in its sole discretion, within the period provided in the Guide; or
3. It is determined, at any time, that any representation made by the Originating Agent with respect to the Mortgage Loan was untrue when made or any warranty or term in the Mortgage Purchase Agreement Working Agreement or in the Guide has been breached; or
4. It is discovered during EPD review the borrower did not make the first payment to the Servicer ("first payment default"); or
5. The Originating Agent fails to deliver to THDA any FHA, VA, HUD, RD-USDA, or private mortgage insurance Mortgage Insurance Certificate or Guaranty Certificate with respect to any First Mortgage Loan sold and delivered to THDA within the period provided in the Guide or an entity other than THDA or the Originating Agent is named on the MIC, LGC, USDA/RD guarantee (3555-11, 3555-17 or 3555-18) or PMI Certificate;

6. The Originating Agent, if at any time whether prior to or after purchase by THDA enters into an indemnification agreement with an Agency, whereby the Mortgage Loan does not fully meet the requirements of THDA's Guide or the Mortgage Purchase Agreement.; or
7. THDA is required to repurchase a Mortgage Loan for underwriting or compliance deficiencies, fraud, or misrepresentation related to the origination of the Mortgage Loan; or
8. It is determined that property is not in compliance with any and all Agency guidelines for minimum property standards and loan insurance, including Manufactured Homes de-titled within 90 days of closing; or
9. It is determined, at any time, through THDA's quality assurance review process or otherwise that there are material underwriting or compliance deficiencies that could not be cured, or that the Mortgage Loan was originated based on fraud or misrepresentation.

An Originating Agent who fails to repurchase loans upon demand may be suspended from reserving and/or submitting new loan applications to THDA, and THDA may pursue other remedies as specified in the Working Agreement.

Repurchase Price

The amount necessary to repurchase a loan is:

1. The sum of the outstanding principal and interest on the Great Choice loan and the Great Choice Plus loan, if applicable.
2. Monthly escrow adjustment.
3. Service release premium, if applicable.
4. Lender Compensation if Repurchase is within 12 months of loan purchase.

Repurchase Procedure

In the event THDA demands repurchase of a loan, the following procedures all apply:

1. THDA will provide instructions for obtaining the repurchase price by a certain deadline.
2. The Originating Agent must prepare an Assignment from THDA to the Originating Agent and submit it to the THDA Servicer, who will forward the Assignment to THDA for execution.
3. The Originating Agent must wire the required repurchase price to the THDA Servicer according to instructions provided by the THDA Servicer.
4. Upon receipt of the repurchase price, THDA will sign and notarize the Assignment and return it to the Originating Agent with the loan file.
5. After repurchase, THDA will reimburse Originating Agent for all principal and interest received by THDA after the repurchase date.

Loans declared ineligible for purchase by THDA and loans repurchased from THDA are not eligible for subsequent purchase by THDA.

FEES ORIGINATING AGENT MAY EARN

Originating Agents may earn the following fees in connection with THDA loans:

1. **Origination Fee** - charged by the lender is based on the rate sheet and product offering at the time the loan is locked. THDA will pay lender compensation at the time of loan purchase based on the rate sheet and product offering. Normal and Customary Fees – including, without limitations, appropriate application fee. Either Applicant or Seller may pay fees. Loan Estimate and Closing Disclosure should not list any fees payable to THDA. However, section A, page 2 of the loan estimate/closing disclosure cannot exceed \$1,400 for all charges payable to the lender.
2. **Service Release Premium (SRP)** – Upon loan completion, THDA will pay SRP based on the rate sheet and product offering at the time the loan is locked. (See Section VIII, [Servicing Procedures](#))
3. **Interest** - an Originating Agent may retain per diem interest at the note rate for the number of days Originating Agent holds the loan prior to purchase by THDA.

SECTION III: QUALIFYING AN APPLICANT

ELIGIBILITY OVERVIEW

THDA program eligibility requires the following determinations:

1. Determine whether the property is within the applicable [Acquisition Cost Limit](#).
2. Determine whether the Applicant's Income is within the Applicable Income Limits as outlined in IRS Rev. Ruling 86-124.
3. Determine whether the Applicant meets the [Residence Requirement](#).
4. Determine whether the Applicant meets the [Three Year Requirement](#).
5. Determine whether the Applicant meets the [New Mortgage Requirement](#).
6. Determine whether the Applicant is creditworthy according to the appropriate Agency guidelines.

If all of these requirements are not met, do not submit the application file to THDA.

ACQUISITION COST LIMITS

Defining Acquisition Cost

Property to be financed with a THDA loan cannot be purchased for an amount that exceeds the applicable Acquisition Cost Limit. Generally, the Acquisition Cost is the total cost of acquiring the property as a completed residential unit.

Acquisition Cost Inclusions

Include the following items in determining Acquisition Cost:

1. The price indicated in an executed sales contract for a proposed, new or existing house and lot that will be conveyed to the Applicant when the THDA loan is closed ("house" includes a manufactured home on a permanent foundation).
2. The price or total cost to construct a house on a lot owned by the Applicant;
3. The amount paid by the Applicant for an unimproved lot less than two years before the date of loan application upon which a residence will be (or has recently been) built;
4. The cost of necessary repairs to the residence that are not included in the sales contract;
5. The cost for fixtures that are not included in the sales contract;
6. The cost of all materials and labor needed to complete or renovate the residence that are not included in the sales contract;
7. Any other cash or in-kind contributions paid by or on behalf of the Applicant to or for the seller;
8. Any other cash or in-kind contributions paid by or on behalf of the seller to or for Applicant;
9. The portion of settlement and financing costs that exceed usual and reasonable amounts.

Acquisition Cost Exclusions

Do not include the following items in determining Acquisition Cost:

1. The amount paid by the Applicant for an unimproved lot more than two years before the date of application upon which the subject residence will be (or has recently been) built;
2. The cost for personal property that is not included in the contract for sale;
3. The imputed cost (sweat equity) of Applicant's labor and/or the labor of the Applicant's immediate family members;
4. Loan points paid by the seller;
5. Usual and reasonable settlement and financing costs.

Current Acquisition Cost and Income Limits by County

See [THDA website](#) for current acquisition cost and income limits.

MORTGAGE REVENUE BONDS (MRB) INCOME LIMITS, IRS REV. RULING 86-124

Defining Household

1. **Accuracy of Household Composition** - Although not a critical issue in other sources of financing, the accuracy of household composition must be determined for purposes of establishing maximum income limit of Applicant. Example 1-2 person household or more than 3. If the Originating Agent becomes aware, at or prior to closing, that the household composition may differ from the composition first proposed, documentation must be corrected and submitted to THDA.
2. **Separated Applicant** - A separated spouse who will not occupy the property must furnish verification of their current residence to ensure accuracy of Household Composition.
3. **Expected Childbirth** - Do not include an unborn child for purposes of determining the number of persons in the household.

Defining MRB Income

The Applicant cannot have, at the time of application or at closing, an MRB Income greater than the applicable MRB Income Limit. **Income reasonably expected over the next 12 months based on past income should be considered.**

MRB Income is the total annual gross income, earned and unearned, from all sources, before taxes or other deductions, received by the Applicant(s).

Determining MRB Income, as described in this section, is essential for determining eligibility for THDA loan programs. This determination of MRB Income is an initial step that is separate and different from subsequent credit underwriting for compliance with Agency regulations.

MRB Income Inclusions

The income to be taken into account in determining the gross monthly income is the income of **the Applicant(s) and any other person who is expected both to live in the residence being financed and to be secondarily liable on the mortgage:**

1. Wages, whether salary or hourly; including vacation, sick, and holiday pay;
2. Overtime earnings, fees, tips, bonus, shift differential and other compensation for personal services **if the borrower has received this income for the past two years and it is reasonably likely to continue**. Periods of Overtime, Bonus, or Tip Income less than two years may be considered if the Mortgagee documents that the Overtime, Bonus, or Tip Income has been consistently earned over a period of not less than one year and is reasonable likely to continue (per Agency guideline). If used for qualifying purpose, it must be used for MRB Income purpose;
3. Commissions;
4. Social Security payments;
5. Interest, dividends and other net income of any kind from real or personal property; (any withdrawal of cash or assets from an investment will be included as income, except to the extent the withdrawal is reimbursement of cash or assets invested by the Applicant(s)); also, the greater of actual earnings or imputed earnings from liquid assets in excess of \$5,000.00.
6. Alimony, child support and other recurring maintenance payments that have been **consistently received**;
7. Payments from annuities, insurance policies, pensions, retirement funds, royalties, sick pay, trust income, disability, death benefits or other type of payments that are not considered temporary, nonrecurring or sporadic;
8. Armed Forces pay, including regular pay, special pay and allowances (excluding special pay for exposure to hostile fire);
9. Welfare assistance;
10. Relocation payments made pursuant to Title II of the Uniform Relocation Assistance and Real Property Acquisition Act of 1970;
11. Benefit and other non-earned income;
12. Any other source of income, except as noted in "Exclusions from Household Income".
13. Annual net income from rental (net rental income is calculated at 75% of gross rent).
14. Total annual net income from operating a business or profession, including expenditures for business expansion or capital indebtedness, and withdrawal of cash or assets except to the extent the withdrawal is for reimbursement of cash or assets invested in the operation by a household member; an allowance for deduction of straight line depreciation of assets used in the operation is allowed.

MRB Income Exclusions

When calculating Household Income DO NOT include

1. Income for any household member that is **not** secondarily liable for the mortgage.
2. Payments received for care of foster children or foster adults. Unless payments are used for mortgage loan qualification purpose according to Agency's guidelines;
3. Adoption assistance payments;

4. Amounts that are specifically for, or in reimbursement of, the cost of medical expenses for a household member;
5. Income of a live-in aide;
6. Student financial assistance (educational grants, scholarships, educational entitlements, work-study programs and financial aid packages) paid directly to the student or to the educational institution;
7. Armed Forces special pay for exposure to hostile fire;
8. Earned Income Tax Credits;
9. Amounts received that are incident to a training program funded by HUD, including compensation that is a component of a state or local employment training program with clearly defined goals and objectives, the duration of which is for a limited period, determined in advance;
10. Amounts received by a disabled person that are disregarded for a limited time for purposes of Supplemental Security Income (SSI) eligibility and benefits because they are set aside for use under a Plan to Attain Self-Sufficiency (PASS);
11. Amounts received by a participant in a publicly assisted program which are specifically for or in reimbursement of out-of-pocket expenses (such as special equipment, special clothing, transportation, child care, etc.) and which are made solely to allow participation in a specific program, such as the Community Work Experience Program, or the Employment Search Program; this exemption also includes volunteer fire-fighters;
12. Temporary, sporadic or nonrecurring income, including gifts;
13. The value of Food Stamps;
14. Lump sum additions to assets, such as inheritance, insurance payments (including health and accident insurance and worker's compensation payments), capital gains, settlement for personal or property loss, and deferred periodic payments received in a lump sum from Supplemental Security Income (SSI) and Social Security benefits;
15. Repatriation payments made by foreign governments pursuant to claims filed under the laws of that government by persons who were persecuted during the Nazi era (initial determination or reexamination must have been made on or after April 13, 1993).
16. VA service-connected disability benefits

RESIDENCE REQUIREMENT

The Applicant(s) must occupy the property as their permanent, principal residence within 60 days after the THDA loan is closed. The Applicant(s) must use the property as their permanent, principal residence for the life of the THDA loan.

THREE YEAR REQUIREMENT

Applicant(s) who have had an ownership interest in their principal residence within the three years (a full 36 calendar months) prior to the date of application are not eligible for a THDA loan. When an applicant is married, both spouses must meet the three year, first-time homebuyer requirement. A divorced Applicant that did not have an ownership interest in their principal residence per the Final Divorce Decree is eligible for a THDA loan.

The three year requirement does not apply if the property to be acquired with the THDA loan is located within a [Targeted Area](#) or under certain circumstances if the applicant is a [veteran](#).

Permitted Ownership Interests

An Applicant may have the following ownership interests in their principal residence within the last three years and be eligible for a THDA loan:

1. An ordinary lease, with or without an option to buy;
2. The interest of a buyer under a standard residential purchase contract;
3. A mere expectancy to inherit property at a later date;
4. A remainder interest;
5. A manufactured home without ownership of the land on which it is located;
6. Any of the prohibited ownership interests if the property is in a Targeted Area;
7. Any other interest that is not a prohibited interest, as determined by THDA.

An Applicant may also have the following ownership interests within the last three years and be eligible for a THDA loan:

1. An ownership interest in a vacation home or rental property;
2. A financial interest in a residence in which the Applicant has not resided at any time within the last three years

Prohibited Ownership Interests

Determine whether the property is in a [Targeted Area](#). If the property is in a Targeted Area, this requirement does not apply.

Applicants who have had any of the following ownership interests in their principal residence within the three years (a full 36 calendar months) before the date of the THDA loan application are not eligible for a THDA loan to acquire property located within a non-Targeted Area:

1. A fee simple interest;
2. A joint tenancy;
3. A tenancy in common;
4. A tenancy by the entirety;
5. The interest of a tenant-shareholder in a cooperative;
6. A life estate;
7. A land contract;
8. Ownership of a manufactured home and the land on which it was located, if the manufactured home was titled and assessed as real property;
9. An interest in an Applicant's principal residence created by the existence of an inheritance, whether title is vested in the Applicant or not
10. Any of the above interests held in a trust (whether or not created by the Applicant) that would constitute an ownership interest if held directly by the Applicant.

11. Interest arising because, within the last three years, the Applicant's name was included on a deed to a residence which the Applicant occupied as their principal residence.
12. Interest arising because the Applicant is currently married to a person who has one of the prohibited ownership interests in a residence which Applicant occupies as their principal residence within the last three years.
13. Any other interest that constitutes an ownership interest, as determined by THDA.

Veteran Exemption

Veterans and their spouses do not have to meet the three year requirement (i.e. be a first-time homebuyer) under certain circumstances to be eligible for THDA's mortgage programs. "Veterans" as defined in 38 U.S.C. Section 101, so long as the Veteran did not previously receive a bond finance mortgage under this exception and, generally, includes anyone (a) who has served in the military and has been released under conditions other than dishonorable or (b) who has re-enlisted, but could have been discharged or released under conditions other than dishonorable.

NEW MORTGAGE REQUIREMENT

A THDA loan cannot be used to refinance an existing loan. A THDA loan may replace a temporary construction or bridge loan if acceptable documentation is provided to THDA that such a loan has a non-renewable term of twenty-four (24) months or less, documented with a copy of the construction or bridge loan note and recorded Deed of Trust. A THDA loan cannot close with a three-day Right of Rescission. All THDA loans must be amortized for a term of 30 years, unless a different term is specifically stated in this Guide.

TARGETED AREAS

A Targeted Area is a qualified census tract, or an area of chronic economic distress as designated by the IRS. A Targeted Area may be an entire county or may be a particular census tract within a county. The Targeted Area designation is important for two reasons:

1. The Three Year Requirement does not apply in Targeted Areas; and
2. THDA is required to use or set aside a portion of the proceeds from each bond issue for loans in Targeted Areas.

Documentation in each application file submitted to THDA must correctly identify whether the property is or is not located within a Targeted Area. The Appraisal must identify the relevant census tract. If a discrepancy occurs in the census tract information reported on the appraisal versus the census tract shown on the Flood Hazard Determination, the Originating Agent must clarify and provide correct census tract information to THDA.

Census Tracts

The US Census Bureau divides the United States into many small geographic areas and identifies each with a unique series of numerals separated by decimals. These numbers indicate the property's state, county, tract, and sub-tract.

CURRENT TARGETED AREAS

1. Targeted Counties

Campbell	Franklin	Houston	Monroe	Union
Cannon	Gibson	Jackson	Morgan	Van Buren
Carroll	Grainger	Jefferson	Overton	White
Claiborne	Greene	Johnson	Pickett	
Cocke	Grundy	Lake	Polk	
Crockett	Hancock	Lauderdale	Rhea	
Dekalb	Hardeman	Lawrence	Scott	
Dyer	Hawkins	Lincoln	Stewart	
Fayette	Haywood	Macon	Tipton	
Fentress	Henderson	Meigs	Trousdale	

2. Targeted Census Tracts

County	Census Tracts						
Anderson	0207.00						
Blount	0108.00						
Bradley	0102.01	104.00	107.00	108.00			
Carter	0704.00						
Davidson	0104.03	0109.04	0136.00	0139.00	0148.00	0158.05	0160.00
	0191.08	0193.00					
Hamblen	1001.00	1003.00					
Hamilton	4.00	16.00	19.00	23.00	24.00	25.00	122.00
Hardin	9204.02						
Henry	9693.00						
Knox	14.00	19.00	20.00	24.00	26.00	28.00	29.00
	32.00	67.00	68.00	70.00			
Madison	4.00	5.00	7.00	9.00	10.00	11.00	
Maury	107.00						
McMinn	9702.01	9702.02					
Montgomery	1008.00	1009.00					
Putnam	0003.04						
Robertson	0803.02						
Rutherford	0404.05	0421.01					
Shelby	2.00	3.00	6.00	7.00	8.00	12.00	13.00
	14.00	20.00	24.00	28.00	37.00	45.00	50.00
	53.00	55.00	56.00	57.00	59.00	65.00	67.00
	68.00	69.00	70.00	78.10	80.00	81.10	82.00
	88.00	89.00	91.00	99.01	99.02	100.01	100.02
	101.20	101.21	103.00	105.00	106.01	106.20	106.30
	111.00	112.00	115.00	116.00	117.00	205.21	205.23
	205.42	205.43	205.44	211.11	217.10	217.21	217.25
	217.31	217.55	220.25	220.26	222.10	222.20	223.10
	227.00						
Sullivan	0402.00	0405.00	0427.03				
Warren	9305.00						
Washington	0609.01	0609.02					

SECTION IV: OTHER THDA PROGRAM REQUIREMENTS

ELIGIBLE APPLICANTS

An Eligible Applicant must meet **ALL** of the following criteria:

1. Possess and demonstrate the legal capacity to incur the THDA debt (not be judged incompetent, and be age 18 or older or have minority removed by judicial process);
2. Meet credit underwriting standards of THDA, the relevant Agency program as evidenced by the approval of a Direct Endorsement underwriter and accepted underwriting software, i.e. Loan Product Advisor, Desktop Underwriter;
3. Be, or become, within 60 days after the THDA loan closing, a resident of the State of Tennessee and intend to occupy the property as their principal residence;
4. Have gross assets of such amounts as to be considered a person of low or moderate income, as THDA may determine from the documentation contained in the application file;
5. Agree to occupy the property as their principal residence and agree not to rent the property during the term of the THDA loan, as sworn to in the Application Declaration and as precluded by the THDA Rider.
6. Must complete homebuyer education from a THDA approved provider prior to closing from a THDA approved provider.

PROPERTY ELIGIBILITY

Eligible Property

Eligible property must meet all of the following requirements including being acceptable in the Agency Handbooks:

1. Be one of the following:
 - a) A one unit single family home;
 - b) A row-house, townhouse, condominium or be part of a planned unit development. For a property located in a condominium development, including developments less than 100% complete, the condominium development must have approval by either FHA, VA, USDA/RD, FHLMC or FNMA per loan type;
 - c) A 2-4 unit residence, one unit of which must be occupied by Applicant as his/her principal residence;
 - d) Any of the above types of residences, existing, new or proposed:
 1. built on site, or
 2. a modular home permanently attached to a foundation (in compliance with HUD guidelines, or

- e) a HUD approved double-wide manufactured home permanently attached to a foundation (in compliance with HUD Guide 4930.3G, "Permanent Foundations Guide for Manufactured Housing").. If any portion of a residence includes a manufactured home, the residence is classified as a manufactured home for THDA's purposes. A structural engineer's report is required stating that the home is permanently attached to a foundation in compliance with HUD guideline. De-title information should be provided to THDA with loan submission.
 - f) Evidence property has been de-titled by the state of Tennessee or proper de-titling information provided to THDA.
2. Any property consisting of more than one unit as described above and the property is not zoned appropriately, will not be eligible for THDA funding.
 3. Accessory unit/mother-in-law suite is acceptable if documentation provided the unit is not used in a trade or business. If the unit is to be rented, then it is subject to the not greater than 15% trade or business rule and the unit has to be at least 5 years old under the tax code.
 4. Not to be used in a trade or business or as an investment property, vacation home or seasonal home. Individuals claiming a business deduction on their Federal Income Tax Returns is acceptable as long as the square footage used for a business deduction is 15% or less. In most cases this is a small portion of the home used as an office and the tax return must show the percentage of square footage used for the business deduction..
 5. Be in good condition, meet state and local codes, and comply with local zoning in its present use.
 6. Be in complete compliance with any and all loan program Agency guidelines for minimum property standards and loan insurance. Any closed loan subsequently found ineligible for insurance for a property related issue, as determined by the relevant Agency, is ineligible for THDA funding and immediately subject to repurchase by the Originating Agent, without exception.
 7. In order for a HUD owned property to be considered an eligible property for THDA funding, it must be listed for sale as:
 - "Insurable", meaning that FHA's MPR has been met at the time of the appraisal, and no repairs are required regardless of program type (FHA, VA, USDA/RD, or Conventional);
 - or
 - "Insurable With Conditions" and all conditions have been satisfied to fully meet FHA's MPR or HUD is providing escrow funds to cover the costs of required repairs regardless of program type (FHA, VA, USDA/RD, or Conventional).

The HUD Appraisal must include the estimated cost of any required repairs and must state that the utilities were on. THDA will allow HUD escrow for repairs to be included in the loan amount. THDA will also allow borrower funded escrow for required repairs. The appraiser must specify the cost of any and all required repairs. An actual

bid from a licensed contractor stating the total cost of the required repairs may be required by THDA. The Originating Agent must be responsible to ensure that adequate funds are available to complete the required repairs and at a minimum, follow HUD's guidelines for the cost of the repairs that must be held in escrow. The required repairs must be completed within 60 days of the date of loan closing and a clear, final inspection by the appraiser or Originating Agent is required. An escrow agreement signed by the Originating Agent and the borrower must be provided to THDA. THDA reserves the right to reject any request for escrows.

Appraisals

The Originating Agent is responsible for selecting appraisers and reviewing the quality of their work. THDA does not maintain a list of approved appraisers; however, THDA reserves the right to refuse appraisals from specific appraisers or appraisal firms. THDA also reserves the right to require a new appraisal prepared by a different appraiser or to require additional information, including additional comparable sales.

As an element of THDA's quality control process, appraisal desk reviews and field reviews may be ordered by THDA. Reviews indicating that the original appraisal contained unrealistic valuation methods or conclusions, or reviews that reveal patterns of inappropriate valuations, may result in the suspension of the appraiser from THDA's programs, or other appropriate action.

All application files submitted for THDA underwriting must include a Uniform Residential Appraisal Report (URAR), completed by an appraiser who is licensed by the State of Tennessee, and who has no financial interest in the transaction.

If an appraiser observes conditions that require further investigation, the appraiser must make the appraisal "subject to" an inspection by an appropriately licensed professional or another person trained in the particular field of concern, following the appropriate Agency's guidelines. Existing properties with minor needed repairs or deficiencies or deferred maintenance should also follow the appropriate Agency's guidelines.

The Appraisal must indicate an appraised value acceptable to THDA. An application may be rejected by THDA if:

1. The appraised value of the property exceeds the applicable Acquisition Cost Limit by more than 20%; or
2. The Appraisal indicates a land value in excess of **40%** of the total appraised value of the property, unless otherwise approved by THDA in its sole discretion; or
3. The Appraisal indicates the property values for the neighborhood in which the property is located are declining and the Applicant is seeking a THDA mortgage loan for maximum financing.

Acceptable Amount of Land

Property purchased using a THDA loan program can include one subdivision lot of up to five acres in size, as shown on a recorded subdivision plat, without express THDA approval. More than one recorded subdivision lot may be acceptable at THDA's discretion, if the lots are located in an older subdivision containing narrow lots, and if one lot does not contain the minimum size required under local regulation to permit construction of a residence. Lots of any size not shown on a recorded subdivision plat require express approval by THDA, at THDA's sole discretion. Land relating to a residence shall be

considered as part of the residence only if such land reasonably maintains the basic livability of the residence and does not provide a source of income to the mortgagor.

ELIGIBLE LOAN TYPES AND TERMS

Types of Loans

Each THDA loan must be one of the following:

1. Insured or guaranteed by one of the following Agencies:
 - a. the Department of Veterans Affairs (VA), as evidenced by a Loan Guaranty Certificate (LGC); or
 - b. the Federal Housing Administration (FHA), as evidenced by a Mortgage Insurance Certificate (MIC) in FHA connection; or
 - c. the United States Department of Agriculture, Rural Development, as evidenced by USDA/RD Form 3555-17.
2. Conventional loans must have a loan-to-value ratio of 78% or less based on the loan amount divided by the lesser of appraisal or contract sales price. In the case of a self-built new construction, the ratio is based on the lesser of appraised value or actual total cost. See Section X – Freddie Mac HFA Advantage® for higher loan-to-value program requirements.

Maximum Loan-To-Value Ratios

As permitted by Agency, subject to any restrictions contained in this Guide.

Maximum Loan Amount

1. FHA, VA or USDA/RD Loans

The Base Loan Amount cannot exceed THDA's Acquisition Cost limit for the county in which the property is located. The Total Loan Amount may exceed the maximum Acquisition Cost limit by no more than the amount of financed MIP, funding fee or guaranty fee.

2. FHA 203(h) Mortgage Insurance for Disaster Victims

THDA will accept applications under FHA's Section 203(h) Mortgage Insurance for disaster victims, provided they were a tenant who lost the use of their rental primary residence due to a natural disaster located within a Presidentially declared area.

3. Gift of Equity

A Gift of Equity may be considered by THDA on a case-by-case basis and meet the appropriate Agency's guidelines, on an existing home or new construction under certain circumstances. The terms of the Gift of Equity must be stated in the sales contract and must be from an immediate family member. Immediate family member is defined as parents, siblings and grandparents. If the home is proposed or under construction, the maximum loan cannot exceed the borrower's actual cost of construction plus the borrower's actual cost of the lot, both of which must be verified. THDA reserves the right to ask for or require additional documentation on any loan with a Gift of Equity.

4. Estate Sales Transaction

For transactions involving estate sales wherein the Applicant is an heir, the maximum loan amount must be calculated after deducting the Applicant/heir's anticipated share of the sale proceeds.

Security

All THDA loans must be secured by a first lien on the property. In addition, at the option of the borrower, a Great Choice Plus loan for DPA/closing costs assistance may be provided. All Great Choice Plus loans must be secured by a second lien on the property.

Loan Payment Terms

1. Great Choice and Homeownership for Heroes

Great Choice and Homeownership for Heroes loans must be fully amortized, with level payments, and must be for a term of 30 years. If a 30 year loan term exceeds the economic life of the property, as provided in the appraisal report, THDA will not approve the loan.

2. Great Choice Plus and Homeownership for Heroes Plus

THDA will be offering two second mortgage loan program options available across the entire state, regardless of the sales price, as long as it meets THDA's acquisition limits.

3. Great Choice Plus-Deferred and HFA Advantage Plus-Deferred (No Payment) terms:

- Loan Amount is up to \$6,000
- 0% interest rate
- 30 year term, due on sale or refinance
- Deferred payments, therefore no payment for qualifying purposes
- Second mortgage loan will be locked simultaneously with the first mortgage, key words in program description for a successful lock "No Payment"

4. Great Choice Plus with Payment and HFA Advantage Plus with Payment terms:

- Loan Amount is 5% of the sales price (or appraised value if less than sales price), not to exceed \$15,000
- 30 year amortizing
- Interest rate is the same as the first mortgage
- Monthly payment must be considered in the debt ratio
- Second mortgage loan will be locked simultaneously with the first mortgage, key word in program description for a successful lock "Payment"

The deferred option listed above does meet 12 CFR § 1026.3 for partial exemption as long as a settlement fee is not charged.

Prepayment Penalty

Prepayment penalties are not permitted on THDA loans.

Late Charge

Late charges, if any, must be reflected in the Deed of Trust and Note and must be in compliance with program Agency's guidelines. Great Choice Plus secondary mortgage loan must reflect in the Deed of Trust and Note a late charge of 5% of the overdue payment of principal and interest if the monthly payment is not made by the end of 15 calendar days after the date it is due.

Origination Fee

Based on the rate sheet and product offering at the time the loan is locked.

Assumptions

THDA first mortgage loans are assumable only if the person assuming the THDA loan meets all THDA program requirements applicable to new THDA loans, and the assumption application is approved by THDA. Assumption applications are processed by THDA or the THDA Servicer of the loan to be assumed.

THDA second mortgage loans are not assumable with the exception of a VA assumption.

FEDERAL RECAPTURE

All THDA mortgage revenue bond loans are subject to the federal recapture tax. The recapture tax is designed to recapture a portion of the subsidy associated with THDA loans. Recapture tax liability must be determined at the time the property is sold, if the sale occurs within nine years from the closing of the THDA loan. Refinancing a THDA loan does not trigger recapture tax liability, however, if the property is sold after the date of refinancing but before the ninth anniversary of the THDA loan closing, recapture tax liability must be determined at the time of sale. THDA Originating Agents notify the Applicant about recapture tax at the time a THDA loan application is made by securing their signature on the Notice to Applicants Federal Recapture Requirements.

Whether the recapture tax results in an actual payment to the federal government depends on a number of factors, including changes in family income, gain on the sale of the property, the number of years the THDA loan is outstanding, and the original THDA loan amount. The exact amount to be paid, if any, cannot be determined until the property is sold.

For further information regarding the federal recapture tax, advise Applicants or Borrowers to contact their tax professional. Written information is available by ordering IRS Form 8828 "Recapture of Federal Mortgage Subsidy" and its accompanying instructions from any IRS office or through the IRS website at www.irs.gov

FEDERAL RECAPTURE TAX REIMBURSEMENT

THDA will reimburse any THDA homebuyer who purchases their home on or after May 1, 2021, the amount of recapture tax the homebuyer pays to the IRS in connection with the sale of the home. THDA will not calculate the recapture amount. Upon sale or disposition of the residence, the borrower(s) must calculate the recapture or consult a tax advisor or the IRS. IRS Form 8828 must be filed for the year in which the home was sold or otherwise disposed of.

In order to request a recapture tax reimbursement from THDA, the borrower is responsible for the following items:

- Originally signed IRS Form 4506-C
- Copy of signed and filed tax return, including completed IRS Form 8828
- Proof federal taxes were paid
- Copy of Final Closing Disclosure issued in connection with the disposition of the home
- Completed Request for Recapture Tax Reimbursement Form

THDA will process the request for reimbursement when copies of the borrower(s) tax returns are received from the IRS. THDA will only reimburse the recapture amount actually paid, but will not reimburse fees, interest, expenses or penalties incurred.

Be advised that THDA will issue an IRS Form 1099 so the amount of any recapture tax that THDA reimburses to the borrower will be reported to the IRS as income.

SECTION V: PROCESSING AND CREDIT UNDERWRITING REQUIREMENTS

OVERVIEW

Rates and Rate Locks

Current interest rates are listed on our website at www.thda.org on the [Lenders page](#). THDA also utilizes Optimal Blue and ICE Product & Pricing Engine (PPE). Rates are subject to change. Rates can be locked at any time; however, rate lock timeline must be taken into consideration to be in effect for closed loan delivery. Property address or lot# and subdivision name (new construction) is required for all rate locks. Loans must be locked at the time the completed loan file is submitted to THDA for approval. Rates will be locked for 60 days. One 30 day extension may be allowed at a cost of 25 bps. Contact THDA for re-pricing availability for additional extension, lockdesk@thda.org. All closed loan packages as outlined on the Closing Submission Checklist must be delivered to THDA in purchasable condition prior to rate lock expiring. Meaning, all loans must be purchased by THDA prior to rate lock expiration. Loans not purchased by day 100 are subject to cancellation or repricing.

Rate locks are available 9 a.m. to 5:30 p.m. Central Time. If additional assistance is needed for rate locks, it is only available during THDA's business hours. Rate locks cannot be cancelled and relocked when interest rates decrease, rates are always based on the worst day pricing. Re-locks are available 60 days after rate lock expiration or cancellation date if rates decrease from original rate lock. If a loan is cancelled and the borrower changes properties, a new lock can be obtained. If Program changes, THDA will take original lock date and new lock request into consideration and provide lock confirmation reflecting worst day pricing. THDA reserves the right to request a Change of Circumstance from the Originating Agent.

Disclosures

1. Great Choice and Homeownership for Heroes

Originating agents are required to provide all disclosures that comply with all federal and state laws and/or regulations. These include, without limitation, signed and dated copies of loan estimate, Tennessee Residential Property Condition Disclosure and transfer of servicing disclosures. All Originating Agents are expected to adhere to all timing guidelines as outlined in 12 CFR § 1026.19(e) (1) (iii) (A) for the Loan Estimate.

2. Great Choice Plus and Homeownership for Heroes Plus

Originating agents will provide all disclosures that comply with all federal and state laws and/or regulations. These include Loan Estimate and Closing Disclosure. All Originating Agents are expected to adhere to all timing guidelines as outline in 12 CFR § 1026.19(e) (1) (iii) (A) for the Loan Estimate as well as all timing guidelines as outlined in 12 CFR § 1026.19(f) (1) (ii) for Closing Disclosures. Underwriting Guidelines, Debt Ratios, Credit Scores, Compensating Factors

Credit Scores and Debt Ratio

Eligible applicants must meet credit underwriting standards of THDA and the relevant Agency. All loan submissions with a borrower(s) credit score (middle score or lowest score if only two scores) below 640 will not be eligible for THDA funding. THDA will accept insured loans with the following decision responses which shall meet the following THDA requirements:

1. Approve/Eligible: Maximum debt ratio of 45% and a minimum credit score of 640.

Although an Automated Underwriting System (AUS) may provide an approval, the file may contain multiple risk factors (layered risk) to be considered by the underwriter prior to submission. Common layered risks include but are not limited to the combination of two or more of the following:

- High Housing Ratio (>36%)
- High Debt ratio (>44%)
- Credit Scores below 660
- Lack of Reserves
- Job gaps/multiple jobs in the past 2 years
- Payment shock, no prior verified rental history
- Slim credit and/ or scores based on Authorized User Accounts

THDA reserves the right to request additional documentation or deny a file when a file contains layered risk. When layered risk is observed by the Originating Agent, supporting documentation including compensating factors should be provided to mitigate the risk.

2. Refer/Eligible—due to “no score” only: Loans must be manually underwritten using non-traditional credit guidelines in accordance with FHA or guarantor's guidelines, maximum debt ratio of 41%.
 - Two months PITI in reserves. This cannot be a gift.
3. Refer/Eligible: Loans must be manually underwritten, maximum debt ratio of 43%, minimum credit score of 640, one month PITI in reserves (this cannot be a gift) and must meet one of the two THDA overlays listed below. Loan must meet Agency's guidelines for a manually underwritten file.
 - The borrower must have a verified rental history. Verification of rental (VOR) is acceptable if borrower is renting from a commercial management company; or 12 months canceled checks/bank verification if borrower is renting from a private landlord.
 - A two year job history with a minimum of 12 months at current employer.
4. Approve/Ineligible: As it refers to the HUD REO \$100.00 down payment program or VA mortgage loan with DPA, maximum debt ratio of 45% and minimum credit score of 640.

All THDA loan application packages will be required to include a copy of the completed FHA Loan Underwriting and Transmittal Summary or Loan Analysis signed by an authorized program endorsed underwriter of the Originating Agent, or correspondent underwriting agent.

Any closed loan subsequently determined to be ineligible for program insurance due to non-compliance with that program's credit underwriting guidelines will be ineligible for THDA funding and subject to repurchase without exception.

Homebuyer Education

Borrowers are required to obtain pre-purchase homebuyer education provided by a THDA approved Homebuyer Education (HBE) Provider at one of the approved agencies listed on [THDA's website](#) or a HUD approved counseling agency. THDA recommends the education to take place early in the homebuying process. Each person on the loan is required to obtain homebuyer education. The following formats are available for Homebuyer Education:

1. Instructor Led Workshop

- A minimum of six hours of classroom education
- A minimum of four hours of instructor led workshop, one-on-one one hour follow-up session

2. Online Education

- A minimum of a one hour one-on-one follow-up session paired with THDA's approved eHomeAmerica online homeownership education course
 - The borrower may access the course via THDA's website or by contacting the approved Provider agency directly.
 - The borrower will select an HBE Provider and pay a fee during the online registration process
 - Upon completion of the course, the borrower will be contacted by the HBE Provider and required to participate in a one hour follow-up session. The session provides a review of the test questions and additional education or guidance regarding the customer's budget and responsibilities as a homeowner.

3. Online Customer Timelines

- HBE Provider has 2 business days from the date of the online course completion to make initial contact with the online customer. HBE provider will receive an email once the course has been completed.
- HBE Provider has 7 business days from the date of course completion to conduct the required counseling session with the online customer.

4. Online Customer Transfer

- There may come a time when a borrower may need to be transferred to a different agency to complete the one-hour hour follow up session. Transfer requests for THDA borrowers must be submitted to the THDA Housing Education & Resource Team at homebuyereducationinfo@thda.org or sfask@thda.org. OA should **not** handle the transfer with the individual HBE provider.
 - The following client scenarios are eligible for an approved transfer request:
 - Client has not received any communication (via email or phone) within the first 48 business hour window.
 - THDA has confirmed that the assigned counselor is out of the office and not scheduled to return within the 7-business day window.
 - eHome America Support Team sends a direct request, that also aligns with the above timelines.
 - The assigned counselor requests the transfer directly and/or approves it, during THDA staff contact.

- Client and/or Counselor's availability; this is a case-by-case situation
- Client and/or Counselor's personal comfort (i.e. unprofessional; disrespectful manner)
- The following client scenarios are eligible for an approved transfer request:
 - Client has not received any communication (via email or phone) within the first 48 business hour window.
 - THDA has confirmed that the assigned counselor is out of the office and not scheduled to return within the 7-business day window.
 - eHome America Support Team sends a direct request, that also aligns with the above timelines.
 - The assigned counselor requests the transfer directly and/or approves it, during THDA staff contact.
 - Client and/or Counselor's availability; this is a case-by-case situation
 - Client and/or Counselor's personal comfort (i.e. unprofessional; disrespectful manner)

After the online Homebuyer Education course is completed, including the one-hour counseling session, the HBE Provider will provide the borrower with their Certificate of Completion. For online courses, the certificate will be generated through the eHome America platform. The certificate will be in effect for 12 months after which the course must be retaken.

Age of Credit Documents

All credit documents must be current when submitted to THDA for underwriting. Loan must close by the earliest date, date listed on AUS findings or rate expiration date. For new/proposed

construction loans, income documents more than 120 days old must be updated and resubmitted for THDA review and approval when construction is complete.

All updates and requests for extension of the Commitment must be submitted with updated documents for THDA approval prior to the Commitment expiration date.

Non-Purchasing Spouse

1. Cannot have owned principal residence in the past three years unless present property being purchased is in a targeted area.
2. Items required as documentation on the non-purchasing spouse:
 - a. Signature on an original Application Declaration (can be on the same Declaration as borrower or on a separate Declaration).
 - b. May sign the Deed of Trust if named on the sales contract, title commitment or required by the settlement company.

Co-signers

THDA will not approve any loan that includes the use of a co-signer. [See Section X Freddie Mac HFA Advantage®](#) for program requirements.

ASSETS

Substantial Liquid Assets

If an Applicant has recurring deposits or large deposits as outlined in the insurer/guarantor's guidelines/AUS results, the Applicant must explain the source and circumstances of such deposits. THDA will make a case-by-case determination of the acceptable level of liquid assets and/or recurring income based on the information and documentation provided in the application file.

Sale of Assets

Funds to close the THDA loan that are obtained from the sale of an asset must be documented according to Agency guidelines. Include a copy of the bill of sale and any other additional information required. If the source of funds to close are from the sale of commercial property, manufactured home (chattel) or non-owner occupant residential real estate, documentation must be provided to show that the property was sold and not retained for rental income. If there is financing income or rental income, it must be included in Household Income ([See Section III](#))

Gift Letter

A gift letter must be properly documented and verified in accordance with Agency guidelines and/or AUS Feedback results. Gift provided at closing must be verified at submission to THDA and listed on the Closing Disclosure.

VERIFICATIONS

Employment Verifications

Full documentation is required for THDA. All current full-time and part-time employment or self-employment covering a period of at least the last two years must be verified in writing. Telephone verification is acceptable on previous employment. Third party verification is acceptable; however, additional conditions could apply if the information is incomplete. In addition, a copy of each Applicant's most recent pay stub is required to determine income limits have not been exceeded.

For additional information see Section VI, [Verifications](#).

Sole-Proprietorship Verifications

Year-to-date P&L, Plus 1040's with Schedule C for a minimum of two tax years, and 24 months in business.

Partnership Verifications

Year-to-date P&L, Plus 1065's with Schedule K-1 and Schedule E, part II; Partnership returns with all schedules. Minimum two tax returns and 24 months in business.

Limited Partnership Verifications

1065, Schedule K-1 and Schedule E, part II; Partnership Return with schedules. Minimum two tax returns and 24 months in business.

Subchapter S Corporation Verifications

1120/1120S, Schedule K-1, Schedule E, part II, W-2 for Applicant. Minimum two tax returns and 24 months in business.

Corporation Verifications

Provide if Applicant owns or controls 25% or more of the stock. Corporation Return, Form 1120 and Schedule L (if applicable); W-2 for Applicant. Minimum two tax returns and 24 months in business.

Deposit Verifications

Verification of Deposit (VOD) and Applicant's most recent statement or alternative documentation per AUS feedback results and Agency's guidelines, Applicant's bank statements for the previous two months (if applicable). When non-traditional credit is used (no credit score), two months PITI in reserves is required. When manually underwritten with a score of 640 or higher, one month PITI in reserves is required. Assets required for AUS approval, Agency Guidelines or Cash to Close must be verified.

When a debt or obligation is not listed on the mortgage application and/or credit report and is listed on a bank statement such as debt to a pay day loan company, the OA is responsible for verifying the debt. This includes providing information in the submission package for the total amount owed and the actual monthly payment. Debt ratio should reflect this debt if it is amortizing

Veteran Status

Veterans applying for the exemption to the three year requirement must provide a copy of VA Form DD-214 or VA Form DD-4 (Enlistment/Re-enlistment Document). FHA 203(h) Proof of Permanent Residence

FHA 203(h) Proof of Destruction of Residence

The victim/applicant's previous permanent rental residence must have been in the disaster area and must have been destroyed or damaged to such an extent that reconstruction or replacement is necessary. The victim/applicant must provide proof of destruction with one of the following:

- Valid Driver's License
- Voter Registration Card
- Utility Bills
- An Insurance Report
- An Inspection Report by an Independent Fee Inspector or Government Agency (FEMA)
- Conclusive Photographic Evidence Showing the Destruction or Damage

DEBTS, OBLIGATIONS AND OTHER EXPENSES

Remaining Debt Payments

Although most program insurer underwriting guidelines allow a certain number of remaining scheduled debt payments to be disregarded for purposes of loan qualifying, the impact of existing debt payments on Applicant's budget at the time of the first scheduled THDA loan payment may be evaluated in THDA's sole discretion. Any debt being paid off at closing must have acceptable funds sourced. **THDA second mortgage loans cannot be used to pay off debt.**

Payday Loans or Undisclosed Debt

See [Deposit Verification](#)

Bankruptcy (Chapter 7 and Chapter 13)

An Applicant's Chapter 7 bankruptcy must be discharged for a minimum of two years and acceptable credit must be re-established to be eligible for a THDA loan.

An Applicant's Chapter 13 bankruptcy must be discharged for a minimum of one year, with all payments on the plan made as agreed, and acceptable credit re-established or maintained during this time.

Applicants currently in bankruptcy are not eligible for THDA loan programs.

THDA considers re-established credit, tradelines either traditional or non-traditional that have been active for 12 consecutive months.

For additional information, see [Establishing/Reestablishing Credit](#).

Previous Default

Applicants with prior foreclosures or deeds-in-lieu are not eligible for THDA loan programs for a period of three years from the date of the foreclosure sale. If the foreclosure or a short sale was on a THDA funded loan, the applicants are eligible for another THDA loan 7 years after the date that the Applicant transferred ownership of the Property to the foreclosing entity/designee or date of Deed in Lieu.

Child Support and Alimony Obligations

Include a copy of the final order, signed by the court. Payments must be current as outlined in the most recent court order. Payments will be considered current with an amended order to address any delinquency.

Judgments

Judgments must be handled in accordance with the Agency guidelines.

Federal or State Tax Liens, Tax Arrearages

All tax liens must be paid in full. Include an acceptable explanation from the Applicant. Any and all arrearages/obligations should have an established payment plan in place which includes timely payments made that meets the Agency's guidelines. Excessive tax arrearages/obligations are subject to THDA's approval.

Collections

Collection accounts must be handled in accordance with Agency guidelines.

Co-Signed/Authorized User Debt

Any and all co-signed accounts or authorized user accounts, must be documented in accordance with Agency guidelines.

Child Care Expense

Childcare expenses must be handled in accordance with Agency guidelines.

Creditworthiness

Applicant(s) must show credit worthiness to obtain financing with THDA. A creditworthy individual is a person whose credit background reflects no delinquent accounts or collections, reflects no legal actions that would impair their credit, such as a foreclosure action, judgment, lien or bankruptcy; or reflects legal actions that have been adequately

resolved, and/or delinquent accounts or collections that have been adequately resolved or that have an acceptable explanation.

The Lender's underwriter must determine the creditworthiness of the Borrower, which includes analyzing the Borrower's overall pattern of credit behavior and the credit report. Compensating factors cannot be used to compensate for any derogatory credit, however, is encouraged if needed to evidence creditworthiness.

Establishing / Re-establishing Credit

If establishing or re-establishing credit, 3 non-traditional trade lines with 12 month good payment history must be provided, the combination of traditional and non-traditional trade lines can be provided, refer to HUD handbook 4000.1 Sufficiency of Credit References for a list of acceptable credit references. Additional information may be required or accepted at the discretion of THDA

SECTION VI: SUBMITTING AN APPLICATION FILE TO THDA

OVERVIEW

Originating Agents must present accurate and complete information with each application file. Information withheld or misrepresented may void a Commitment or if discovered subsequent to loan closing, could result in a requirement for repurchase of the loan. Should the Originating Agent become aware prior to closing that either the household composition first proposed, and/or the MRB income first proposed has changed or will change prior to closing, THDA must be notified immediately, and updated loan documentation must be submitted.

The application file when submitted to THDA, must have all documentation being submitted in the order shown on the [THDA Underwriting Submission Checklist](#) including final approval from OA's underwriter.

All application files are reviewed to determine all documentation per the THDA Underwriting Submission Checklist, AUS results and Agency guidelines have been included in the submission. THDA's processing department will hold incomplete applications (suspend) and notify lender of missing documentation electronically. OA's staff person submitting the file will be the point of contact receiving the email. Once all required documents have been submitted, the file will be submitted to the underwriting queue.

REQUIRED DOCUMENTS

Underwriting Submission Checklist

Include this form with each application file submitted to THDA for underwriting. [See Section IX.](#)

Application Declaration

The executed Application Declaration must be uploaded as part of the loan submission package. The Application Declaration must be signed by each loan applicant(s). Married applicants must both sign the Application Declaration and meet first-time homebuyer eligibility requirements, even if a non-purchasing spouse is involved.

Veteran Exemption Application Declaration

The executed Veteran Exemption Application Declaration must be received as part of the loan submission package if the veteran is applying under the exception to the three year requirement for homeownership. Married veteran applicants must both sign the Veteran Exemption Application Declaration and the veteran's spouse does not have to meet the three year requirement.

Seller Declaration

The seller of the property must execute a Seller Declaration for each application file submitted to THDA. The original Seller Declaration must be retained by the lender. [See Section IX](#) for additional information.

Tax Returns

Signed and dated Federal Income Tax Returns, including W-2's, for the most recent tax year for the Applicant(s) must be included in the initial application file. If an Applicant cannot provide a copy of their most recent Federal Income Tax Return, they must obtain an IRS Tax Transcript which is available from the IRS. The applicant can visit "Get Your Tax Record" at www.irs.gov. Transcripts may be ordered by the lender using IRS Form 4506-C.

If an Applicant was not required to file a Federal Income Tax Return, provide a non-filing status from the IRS. If non-filing cannot be obtained, provide an explanation, credit report, and Application Declaration which may be used at THDA's discretion.

THDA, at its sole discretion, may require the most recent three years Federal Income Tax Returns if there is any indication in the loan file of prior homeownership.

Notice to Applicants Federal Recapture Requirements

This THDA disclosure is required for all loan types under the Great Choice and Homeownership for Heroes and must be signed at the time of application. Furnish the Applicant a copy of the signed original.

Grants/Down Payment Assistance Approval Letters

If the Applicant expects to receive a grant or down payment assistance from an entity other than THDA to facilitate the purchase of the property, include an approval/award letter from the granting organization indicating the type of assistance and the approved amount in the application file. The granting entity must be approved by the Agency and meet all the guidelines.

Transmittal Summary (Conventional and USDA/RD)

Include a Transmittal Summary with each conventional and USDA/RD application. This form is considered as the Originating Agent's underwriting approval and must be signed and dated by the underwriter.

Agency Loan Approval

Based on the applicable loan type, include a copy of one of the following, accompanied by a copy of its condition sheet (if approved with conditions):

1. FHA Transmittal signed and dated by a DE Underwriter if manually underwritten. If using LP or DU automated underwriting systems and states an Accept/Approve, then an underwriter's signature is not required. CHUMS number must be ZFHA; or
2. VA (or VA Automatic) approval signed and dated by VA or the Originating Agent's Automatic underwriter; or
3. Executed USDA/RD 1980-18.
4. [See Section X](#) – Freddie Mac HFA Advantage® for program requirements.

Loan Application and Addendums (URLA & 92900A)

For FHA loans, include the initial URLA and 92900A, signed and dated by the Applicant(s) and the loan officer and page 3 by the underwriter. Final URLA and 92900A should be provided with closing package, all pages with the appropriate signatures.

Supplemental Consumer Information Form (SCIF, FORM1103)

All Freddie Mac HFA Advantage loans delivered to THDA must include the SCIF. The SCIF (Form 1103) collects information about a borrower's language preference and any homeowner education or counseling that the borrower completed in the prior 12 months.

Positive Identification

For all loan types, positive identification of each Applicant must be obtained in accordance with Agency's guidelines. It is the Originating Agents responsibility to ensure that those guidelines are met.

Credit Report

The Applicant's credit report must comply with the Agency's credit verification guidelines. Merged credit reports that comply with program guidelines are acceptable. Explanation letter should be included in the file for any recent inquiries

Final Divorce Decree/Marital Dissolution; Court Ordered Child Support; SSI or Other Assistance

Include copies of any or all of these documents, as applicable. If a divorced Applicant did not have an ownership interest in the primary residence, the Final Divorce Decree confirming such must be included in order to meet the three year requirement. Parenting plan may be used to determine the accuracy of household composition. Divorce may need to be final for 30 days prior to closing a THDA mortgage loan.

Verification of Employment; Most Recent Pay Stub; Form Evidencing Telephone Verification of Prior Employment; Self-Employment

OA must document the Applicant's income and employment history for the most recent 2 years per Agency's guidelines. Verification of the accuracy of the income used for qualification purposes must be represented in the submission. If primary employment is salary income cannot be averaged. If income is hourly, the base pay for qualification purposes must be supported appropriately with the number of hours worked. Expected Income can be considered on a case by case basis at the discretion of THDA. Applicant must have sufficient cash reserves to support all obligations between closing and the beginning of the receipt of income. Upon THDA approval, Expected Income must be handled in accordance with program Agency's guidelines. THDA reserves the right to request the first paystub after loan closing, loan may be subject to repurchase if income is not supported.

For additional information See Section V, [Employment Verification](#).

Documentation for Veteran Exemption

Veteran Exemption is only needed if applicant is not a first time homebuyer and is applying for first time homebuyer exemption. VA Form DD-214 if applicant is a discharged or released veteran. VA Form DD-4 if applicant has re-enlisted, but was eligible for a discharge or release at the time of re-enlistment.

Original Certificate of Title or Original Manufactured Certificate of Origin (Manufactured Home)

THDA encourages de-titling of the manufactured home prior to submitting the loan to THDA. However, if de-titling has not taken place, the **original** Certificate of Title with any lien noted thereon having been marked released, or **original** Manufactured Certificate of Origin ("MCO") in the name of the seller of the subject property or having been endorsed to the seller **MUST** be included in the Underwriting Submission package. The file may be submitted electronically; however, a commitment will not be issued until THDA receives the **original** Certificate of Title or **original** "MCO". A copy may be provided' however this is at the discretion of the Department of Safety to accept the copy. The only exception to this requirement is, if the seller of the subject property has a mortgage on

the property and the lien holder is in possession of the title or MCO and will not release it until their loan is paid off. Under this scenario, a copy of the Certificate of Title or MCO must be included in the Underwriting Submission package and the commitment will be conditioned to receive the **original** Certificate of Title or MCO with the Closed Loan package. Mortgage loan is subject to repurchase if original certificate of title or original MCO is not received by 90 days after closing. If Manufactured Home is already de-titled, please submit with the underwriting package.

Verification of Deposit or Bank Statements for Previous Two Months

See Section V, [Verifications](#).

Sales Contract

Include a copy of the fully executed purchase agreement (fully executed by seller and Applicant) in the loan submission. Any changes to the purchase agreement must be initiated by seller and Applicant. All addendums should be included with the submission, including Exclusive Buyer Representation Agreement (RF142), Confirmation of Agency Status (RF 302), and Compensation agreement Between Listing and Selling Broker (RF 702), only needed if the information is not provided within the purchase agreement. Compensation for both the Selling Agent/Broker and the Listing Agent/ Broker should be clearly identified in the documentation provided to THDA. Sales Contract should not be expired. Deed section of Sales Contract should only have applicant(s) and spouse, if applicable, named to be on the warranty deed.

THDA's Downpayment Assistance (DPA) is to be used for the borrower's down payment and closing costs. If there are any excess funds after down payment and closing costs are paid, the remainder may be applied towards the negotiated Selling Agent/Broker's real estate commissions.

FHA Conditional Commitment

Enclose the HUD Form 92800.5B (FHA Conditional Commitment) signed by the DE Underwriter.

Appraisal

Uniform Residential Appraisal Report (FMNA 1004) must be included in the application file. The Uniform Residential Appraisal Report must reflect inspections of both the interior and exterior of the dwelling. If appraisal has a "subject to" repair value, final inspection must be provided to THDA. Appraisal must state the purpose and the intended use of the appraisal in accordance with the Agency's guidelines.

If the negotiated sales price for the property was modified after the Appraisal was provided, enclose a letter from the appraiser that indicates any changes in the appraiser's conclusions.

Flood Notification

If the property lies within a Special Flood Hazard Zone, the Originating Agent must make proper and timely disclosure to the Applicant in compliance with federal regulations. Provide a life of loan Flood Hazard certification with the initial underwriting submission package. Flood certification should be transferred to THDA in the closed loan package.

Loan Estimate

The initial Loan Estimate (LE) must be included in the Underwriting Submission Package and any subsequent changes in the LE, if necessary, must be included in the Closed Loan Submission Package. The LE must be provided for all second mortgage loans, partial exemption form is allowed for the deferred, no payment option. All OAs are expected to adhere to all timing guidelines as outline in 12 CFR § 1026.19(e)(1)(iii)(A) for the Loan Estimate. THDA should also have a LE reflecting the rate is locked.

Title Commitment

Title commitment must be provided to determine if applicants have any tax liens or judgments. Title searches must include public record information. Legal description of the property should be included with the title commitment. Title commitment must be in the amount of the first mortgage loan, and include the lenders name its successors and/or assign as their interest may appear. (ISAOA ATIMA)

Hazard Insurance

Hazard Insurance Declarations Page must be provided. See Section VII, [Hazard Insurance](#).

DOCUMENTING NEW CONSTRUCTION FOR CUSTOM BUILT HOMES

NOTE: This section does not apply to the purchase of a new or proposed residence located on a lot that is not owned by the Applicant prior to the date of the loan closing.

Documentation Required

1. Copy of Warranty Deed to Lot.
2. Copy of Construction Contract.
3. Contractor's Detailed Cost Estimate, if Applicable.
4. Contractor's Final Itemized Bill, if Applicable.
5. Final inspection with Photos, When Complete.

Manufactured Housing

For manufactured housing, additional or substituted documentation must include a contract for the manufactured home and documentation for the cost of foundation, utilities, landscaping, driveways and all other necessary improvements.

Borrower Obtains Construction Loan

1. Verification of the construction loan amount and term is required and should be added to the 1003. No cash out to borrower at closing is allowed
2. If the applicants have hired a contractor to build the home, a copy of the construction contract is required and, at a minimum, the construction contract must state total cost or price. It cannot state cost plus a percent for profit.

THDA UNDERWRITING DECISIONS

THDA Underwriting Results

THDA Underwriters review each application file (initial or re-submission). This review results in one of the following:

1. THDA Underwriters will approve an application file with closing conditions or subject to prior to closing conditions as specified in See Section VI, [Commitments](#).
2. THDA Underwriters may request additional documentation from the Originating Agent, therefore pending the file.
3. THDA Underwriters may reject an application that fails to meet the requirements of this Guide or if an application if the Applicant's credit is not acceptable to THDA. THDA, at its sole discretion, reserves the right to credit underwrite any loan and issue a denial based on unacceptable credit issues.

Rejections

Any application file rejected by a THDA Underwriter is reviewed by management before the Originating Agent is notified. Email SFAask@thda.org for any questions regarding resubmissions.

COMMITMENTS

Application Approval

An application file is not approved until a written Commitment is issued by THDA.

Commitment Term

Commitment term is determined when a mortgage loan file has a rate locked. Commitments are issued for a period of up to 60 days. Loans must be closed, and loans must be purchased by THDA by the rate lock expiration date. Commitment is void when rate lock expires.

Commitment Conditions

Commitments may be conditioned by THDA as follows:

Commitments may be issued with Prior-To-Purchase conditions that must be satisfied before the loan can be purchased, this indicated by "non-trailing" listed beside the condition, or

1. Commitments may be issued with conditions indicated by "trailing" conditions, these must be satisfied prior to the 120 day deadline, this is indicated by "trailing" listed beside the condition).
2. All Commitments are issued with standard closing conditions.

Satisfying THDA Commitment Conditions

1. All Prior-To-Purchase conditions must be satisfied in a manner satisfactory to THDA prior to loan purchase. Submit all documents needed to clear all Prior-To-Purchase conditions for each application file simultaneously.
2. All Closing Conditions (indicated on the Commitment as "Receipt, With Closing Documents") must be satisfied by the time the loan is closed. Documentation acceptable to THDA to satisfy Closing Conditions must be included with the closed loan file when uploaded to THDA.
3. THDA, in its sole discretion, may refuse to purchase any loan when any loan closing condition is not satisfied.

Update of Application or Commitment

The application file and the Commitment must be updated in the following situations:

1. After the Commitment is issued, if the Originating Agent becomes aware of significant changes in the Applicant's household composition, income or credit, updated documentation must be submitted to THDA for review and approval.
2. When construction is complete (based on new/proposed construction) final inspection, final photos and updated documentation (based on AUS feedback results) must always be submitted for THDA review and approval.

Loan Amount or Program Type Changes

Occasionally, there will be a change in the loan amount, and/or the loan program may change. If the final loan amount is less than the loan amount indicated in the commitment, the Originating Agent should immediately contact THDA. THDA will issue a revised Commitment, but closing can proceed, providing all other elements of the commitment have been satisfied.

If the final loan amount is more than the amount indicated in the Commitment, the Originating Agent should immediately contact THDA Underwriting. Closing should not be scheduled or held if already scheduled. The Originating Agent must submit revised loan amount documentation and the updated Originating Agent underwriter approval on the higher loan amount.

In any and all cases where the loan amount changes after receiving the THDA approval, THDA must be contacted before loan closing occurs. Do not close THDA loans when discrepancies exist. THDA must receive all new approval documents when loan amounts change, this includes the second mortgages.

Commitment Delivery

THDA will deliver Commitments to Originating Agents by email based on documentation provided on the Underwriting Submission Checklist and OA Working Agreement.

Void Commitments

A Commitment is void under the following circumstances:

1. Prior-to-Closing conditions are not satisfied, as determined by THDA, before the loan is closed;
2. Documentation in connection with "Receipt, With Closing Documents" (Closing Conditions) is not submitted with the closed loan package, or is not satisfactory to THDA;
3. A grantee on the Warranty Deed is not named in the Commitment;
4. Change in Employment. If, at any time between commitment issued and closing, the Applicant is no longer employed at the employment listed on the 1003, as determined by the Verbal Verification of employment (VVOE), THDA must be notified immediately. The commitment is voided.

If the Applicant wishes to continue with the purchase of the property, a correct 1003, income documentation and new approval documents must be provided, and a new commitment will be issued,

5. Change in Property. The property described in the closing documents differs from the property indicated in the Commitment and/or on original URAR. If, at any time between application and closing, the Applicant wishes to purchase a different property, a new transaction is created. If the Applicant wishes to purchase a property different from that which is indicated in the Commitment, the Commitment is void and a new rate lock and application reflecting the correct property must be submitted to THDA.;
6. The loan closes as a loan type that is different from the loan type indicated on the Commitment;
7. The loan closes in an amount larger than the amount indicated on the Commitment (First or Second mortgage);
8. The interest rate or loan term differs from the Commitment, including subordinate liens;
9. The monthly principal and interest payment in the promissory note of the first or second mortgage loan is different than the principal and interest payment indicated on the Commitment by more than \$.01;
10. The loan closes prior to the date of Commitment;
11. The loan closes after the Commitment expiration date (rate lock date) without Commitment extension by THDA;
12. The closed loan servicing package is delivered to a servicer other than THDA;
13. The closed loan does not otherwise conform to the requirements contained in this Guide.

A loan closed with a void Commitment is not eligible for THDA purchase. THDA will not purchase a loan if the loan was closed with a void Commitment.

Request for Loan Purchase with Acknowledgement and Certification

This document is provided with the THDA Loan Commitment. Execute this form and enclose in the order indicated on the Closed Loan Submission form.

Legally Enforceable Obligation Letter

If a borrower receives a Great Choice Plus loan and has an FHA first mortgage, a Legally Enforceable Obligation Letter, Form HO-0476, must be signed by Borrower at closing. This letter will be sent to the Originating Agent with the THDA loan commitment.

Recapture Tax Disclosure/Exhibits

If a borrower receives a Great Choice mortgage loan, a recapture disclosure and exhibits must be provided to the borrower at closing. These documents are delivered to the lender with the THDA loan commitment and should be forwarded to the closing agent to be delivered to the borrower.

FUNDING THDA LOANS

All THDA mortgage loans, including second mortgage loans for closing costs and down payment assistance, are funded by the OA. The loan closes with the OA's funds after all Prior-to-Closing conditions have been cleared by THDA. After the closed loan file is delivered to THDA within the delivery deadline schedule, including acceptable documentation and original mortgage notes are received, THDA may purchase the loan.

SCHEDULING LOAN CLOSINGS

Depending on volume, THDA attempts to review application files in the order received within two (2) business days following the date of receipt. Application files received later than those already on hand will not be underwritten out-of-turn due to a scheduled closing date or the personal circumstances of an Applicant or a seller. However, THDA will make all attempts to accommodate contract dates. Applications received during the final 2 business days of the month may not close by end of month.

SECTION VII: CLOSING A THDA LOAN

OVERVIEW

All THDA approved loans must be closed in compliance with the Commitment and in compliance with the instructions contained in this Guide by a Settlement Agent who is an independent, third-party attorney or a title company. THDA will rely on the Originating Agent to remedy problems concerning closed loan documentation.

Any closed loan subsequently determined to be ineligible due to the terms of the closing, closing documentation, failure to comply with insurer, guarantor or THDA closing conditions, early payment default, and/or any other closing related problem or error, is ineligible for THDA funding without exception and the Originating Agent will be required to repurchase the loan, at THDA's discretion.

Expedite Loan Documents

The Originating Agent must immediately submit the closed loan file for loan guaranty/insurance and upload servicing documents to THDA as soon as possible. Failure to comply with delivery deadlines will result in the Originating Agent being required to repurchase the loan from THDA or THDA will refuse to purchase the loan. [See Section VIII](#) for THDA delivery deadlines.

LOAN COMMITMENT

If the terms of the closed loan do not match the Commitment, or Commitment conditions are not satisfied, the Commitment is void. THDA may refuse to fund, may refuse to purchase or may demand repurchase by Originating Agent of closed first and second loans that do not conform to the Commitment. If any element of the transaction does not match the Commitment or if Commitment conditions are not satisfied, do not proceed with the closing. A revised Commitment must be issued prior to closing if any element of the proposed transaction does not match the Commitment. Contact THDA with any questions or to obtain a revised Commitment prior to closing.

REQUIRED LOAN DOCUMENTS

Loan Documents

The most recent versions of the following instruments for the applicable loan type must be used, including any applicable riders. A non-purchasing spouse may sign the Deed of Trust:

1. **FHA:** Multistate FHA Note (Tennessee)
Multistate FHA Deed of Trust (Tennessee)
THDA Rider
Legally Enforceable Obligation Letter (FHA only)

2. **VA:** FNMA/FHLMC Multistate Note (Tennessee)
FNMA/FHLMC Multistate Deed of Trust (Tennessee)
VA Rider
THDA Rider
3. **USDA/RD (FmHA):**
FNMA/FHLMC Multistate Note (Tennessee)
FNMA/FHLMC Multistate Deed of Trust (Tennessee)
THDA Rider
USDA/RD loans must close with FNMA/FHLMC documents only.
4. **THDA Second Mortgage Loans**
Great Choice Plus/HFA Advantage Plus with Payment Subordinate Note
Amortizing (Payment)
Great Choice Plus/HFA Advantage Plus with Deferred/Forgivable
Subordinate Note (No Payment)
Great Choice Plus/HFA Advantage Plus Subordinate Deed of Trust

Due Dates

The promissory note must specify a first payment due date as the first day of the second calendar month following the date of closing. All subsequent payments are due the first day of each month. Interest credits are discouraged on THDA loan closings. First and second mortgage loans should have the same first payment due date.

Late Charges

Late charges are permitted only in compliance with the applicable program insurer's guidelines. If the charge exceeds the allowable rate, the note will be returned for correction and signature by Borrower(s).

Great Choice Plus secondary mortgage loan must reflect in the Deed of Trust and Note a late charge of 5% of the overdue payment of principal and interest if the monthly payment is not made by the end of 15 calendar days after the date it is due.

TITLE POLICY

Use ALTA Loan Policy or ALTA Short Form Residential Loan Policy and include the following:

1. The insured amount must be equivalent to the amount of the first mortgage. THDA will not require a Lender's Title Policy on the Great Choice Plus second mortgage.
2. THDA must be a "named insured". Use the following language:
(Name of Originating Agent), and/or Tennessee Housing Development Agency, and/or (Name of insuring or guaranteeing entity), as their interests may appear.
OR
(Name of Originating Agent), its successors and assigns and/or (Name of insuring or guaranteeing entity), as their interests may appear.
3. Taxes/assessments that are due and payable cannot be indicated as unpaid.

Endorsements to the Title Insurance Policy may be required as determined by THDA.

Warranty Deed

The Warranty Deed must convey the property to the borrower(s) indicated on the Commitment. Borrower(s) listed on the Warranty Deed must also be listed on the Title Commitment.

Termite Inspection/Treatment Certificate

Termite Inspections/Treatment Certificate provided as required by the Agency or the appraiser.

Hazard Insurance

Hazard insurance coverage must be issued in the name(s) of the titled property owner(s). The insurance company issuing the hazard insurance policy must meet the Agency's guidelines.

The policy must insure against loss due to fire and other hazards covered by the standard extended coverage endorsement on a replacement cost basis. The Borrower may elect to include additional coverages, such as liability and earthquake insurance, and special policy riders.

For all Great Choice mortgage loans, THDA must require insurance at 90% of the insurable value of the improvements to the mortgaged real property per TCA 13-23-118 h (8) since this law, specifically applicable to THDA, takes precedence over Fannie/Freddie regulations that only require this insurance at 80% of the insurable value.

The insurable value should be determined by a third party appraisal whenever possible. In order to do so, the appraisal should include either the estimated value of the land (site value) or an estimated replacement cost for the structure. In cases where this information is available or can be made available as part of the appraisal, it should be relied upon. If the site value or replacement cost is not accessible from the appraiser, the appraisal cannot be utilized since it would not have any other reliable information to properly exclude the cost of the land. It is not appropriate to use the full appraisal value that includes the land value when determining the insurable value.

The maximum allowable amount for deductible will be 1% of the loan amount or \$2,500, whichever amount is the highest. The deductible clause may apply to either fire, extended coverage, or both.

Minimum initial term is one year.

THDA must be named as mortgagee in the original policy or in an endorsement. Use the following language:

Tennessee Housing Development Agency
and its successors and/or assigns as their interests may appear
502 Deaderick St., 3rd Floor
Nashville, TN 37243
Loan # _____

Coverage must be in force on or before the day of closing.

An original insurance policy or Certificate of Insurance is required. An insurance binder, a memorandum of insurance or a premium bill is not acceptable. The Originating Agent must submit the original policy or certificate to the THDA Servicer promptly after closing and a copy of the declarations page to THDA with the closed loan package. For loans

in condominium developments, secure a Certificate of Insurance for the blanket hazard insurance policy that covers the development or building.

Policies are not acceptable if, under the terms of the carrier's charter, by-laws or policy, contributions or assessments may be made against the Borrower, THDA or THDA's designee; or if by the terms of the carrier's charter, by-laws or policy, loss payment is contingent upon action by the carrier's Board of Directors, policyholders or members; or the policy includes any limiting clauses (other than insurance conditions) which could prevent THDA or Borrower from collecting insurance proceeds.

Flood Certification and Flood Insurance

The Flood Hazard Determination should be transferred to THDA or reflect its successors and/or assigned. Flood Certification **MUST** state it is for the life of loan. If part of the property is located in Flood Zone A but all of the improvements are outside Flood Zone A, flood insurance is not required, subject to the rules of the Agency.

Flood insurance is mandatory for all loans with improvements located in Flood Zone A, without exception. A copy of FEMA Form 81-93 Standard Flood Hazard Determination must be included with the closed loan package when submitted to THDA.

To waive the flood insurance requirement, a loan survey is required and must indicate the boundary of Flood Zone A and show that all improvements included in appraised value are outside of Flood Zone A.

The amount of coverage must equal the total amount of the THDA approved loan up to the maximum amount available through the National Flood Insurance Program.

The maximum allowable amount for deductible will be the maximum of 1% of the loan amount or \$2,500, whichever is the highest, or the maximum of the guarantor's guidelines for VA and USDA loans.

The same mortgagee clause and mailing address previously indicated under "Hazard Insurance" must be used.

A copy of the flood insurance application and a copy of the check for the first year's premium must be enclosed with the closing package shipped to THDA.

Escrow for Repairs or Completion of Construction

Escrows for "subject to" repairs should be avoided when possible and should meet Agency's guidelines, if applicable. Submit the proposed escrow agreement to THDA prior to closing. At a minimum, the escrow agreement must state what the escrow is for, the dollar amount to be escrowed, and the completion date which may not exceed 60 days. Loans should be closed with repair escrows only if the repairs can be completed in the 60 day timeframe. Estimates or bids should be included with escrow agreements.

Escrows for "subject to" completion of construction should only be for **minor** items identified in the appraisal or documented in the underwriting file submitted. Final landscaping that is delayed due to seasonal weather or "punchlist" items identified after THDA loan approval can be addressed at closing with an escrow agreement if needed, without THDA's prior consent. The amount to be placed in escrow for the completion must be the greater of (a) 150 percent of the estimated cost of the repairs or the estimated cost to complete construction when a "subject to" appraisal is submitted or (b) the amount required by the applicable Agency.

All work must be completed, and a final inspection delivered to THDA by no later than 60 days after closing. An escrow agreement acceptable to THDA for repairs or

completion of construction must be used. The Originating Agent must hold and disburse the escrow funds in accordance with the Escrow Agreement.

Repairs not completed within 60 days of loan closing will void commitment, therefore the loan will be subject to repurchase

Properties Affected by a Disaster

It is the OA's responsibility to be aware of and act upon any mortgage loan impacted by disasters prior to the sale to THDA. The OA must have a policy in place to identify properties with pending mortgages (or endorsements if applicable). OA should contact the appropriate source e.g. Tennessee Emergency Management Agency (TEMA), Federal Emergency Management Agency (FEMA) to determine whether properties located in its origination footprint are included in the disaster areas. OA must ensure appropriate Agency guidelines are followed that identifies and quantifies any dwelling damage. This information and documentation must be available to THDA upon request. Any damages to properties must be reported to THDA immediately.

THDA's Disaster Policy applies to any of the following:

- FEMA declared disaster areas eligible for Individual Assistance.
- Areas Identified by TEMA or THDA.
- Properties that the Lender has reason to believe sustained damage in a disaster.

By the sale of the loan to THDA, the OA warrants that the subject property is in marketable condition and that there are no repairs or other detrimental conditions to the subject property at the time of sale.

THDA is not responsible to provide notification to the OA of disaster areas. If at any time after loan purchase, THDA or a subsequent investor, determines that the subject property was damaged and not in fully marketable condition at time of sale, the loan is subject to repurchase.

Documentation Requirements for Properties Affected by a Disaster

Appraisals completed on or before the incident period end date.

Prior to loan purchase, THDA will require a post disaster inspection confirming the property has not been adversely affected by the disaster. The inspection may be provided in various formats as long as the appropriate Agency's requirements are met.

- Property Appropriate Inspection Report
- Appraisal Update and/or Completion Report (Form 1004D)
- Certification from a Licensed Property Inspector
- Post-disaster inspection from an established and reputable service provider, with post-disaster photos that clearly demonstrate the property has not been adversely affected by the disaster.
- Lender Certification with post-disaster photos that clearly demonstrate the property has not been adversely affected by the disaster. The Certification must not be executed by an employee that receives direct compensation from the subject transaction.

Appraisals completed after the incident period end date.

For a period of 90 days from the incident period end date, full appraisals are required on impacted properties. In the report, the appraiser must confirm the property has not been adversely affected by the disaster.

Closing Disclosure

The initial and final Closing Disclosure (CD) is required. The net amount (amount after allowable closing costs) of the second loan should be listed on the CD for the first loan. Any borrower's debt paid at closing must be listed on the THDA commitment as well as the CD. Source used to pay off these debts must meet Agency guidelines. THDA's second mortgage funds cannot be used. All Originating Agents are expected to adhere to all timing guidelines as outlined in 12 CFR § 1026.19(f)(1)(ii) for Closing Disclosures.

Verbal Verification of Employment (VVOE)

The verbal verification of employment (VVOE) utilized by lenders to confirm the borrower's current employment status within 10 business days prior to the note date must be included in the closing package.

Name Affidavit

Name Affidavit must be provided for all borrowers.

Power of Attorney

THDA follows the Agency's guidelines in regards to a Power of Attorney (POA) in circumstances of hardship, emergency situations and for military service members. Therefore, THDA must verify and document that all requirements to utilize a POA have been satisfied.

THDA must review and approve the POA prior to closing. Please submit with the Underwriting package. POAs should be notarized and recorded. If the original POA is recorded prior to the Note Date, please deliver the original POA with the original Mortgage Note. Otherwise, a certified copy of the POA must be included in the closing package and the original POA delivered to THDA with the recording information within 30 days of closing.

OTHER REQUIREMENTS

Close In The Name Of

All THDA approved Great Choice loans must be closed in the name of the Originating Agent noted on the Commitment and are assigned to THDA via MERS. THDA Great Choice Plus loans must also close in the name of the Originating Agent noted on the Committed and are assigned to THDA via MERS.

Non- Purchasing Spouse

A non-purchasing spouse may sign the Deed of Trust if named on the sales contract, warranty deed, title commitment, or required by the settlement company.

Rescission

THDA cannot fund or purchase a loan that is closed with a Three-day Right of Rescission

Net Funds "To Borrower"

A borrower cannot receive any funds from the closing that exceed amounts that they paid in advance from their personal funds for earnest money, appraisal fees, credit report fees, and homebuyer education counseling. If a grant from an entity other than THDA is included in the transaction or a gift, coordinate this subject with the grant/gift provider. Net funds to borrower for grant/gift must meet the Agency's guidelines. Borrowers using

Great Choice Plus assistance cannot receive any funds at closing from the assistance provided. There are circumstances that arise at the closing table that cause excessive cash back to the borrower. In these situations, THDA will allow a principal reduction to cure the issue.

Principal Reduction

THDA discourages principal reductions (PR). However, we understand there are times they cannot be avoided, for example when an error is made. PR is limited to \$1500, per THDA's discretion. PRs are netted from the loan purchase amount. OA must provide THDA with a payment history for the loan when a PR is needed. If the PR is due to too much DPA funds being used, apply PR to second mortgage or reduce the loan amount for the second mortgage.

Original Certificate of Title or Original Manufactured Certificate (MCO) of Origin (Manufactured Home)

If the seller of the subject property has a mortgage on the property and the lien holder is in possession of the original title or MCO and will not release it until their loan is paid off, the original Certificate of Title with any lien noted thereon having been marked released, or Manufactured Certificate of Origin ("MCO"), in the name of the seller of the subject property or having been endorsed to the seller MUST be provided to THDA with the closing documents. If the Manufactured Home consists of more than one (1) unit, you will need to provide the title or "MCO" for each unit. THDA will not purchase the loan until we receive the original certificate of Title or original MCO.

Affidavit of Affixation (Manufactured Home)

An Affidavit of Affixation is required on all manufactured home loans if they are not de-titled. It is sent to the State of Tennessee and utilized when de-titling manufactured homes, therefore, the owner of record at the time of de-titling must sign the Affidavit. If de-titling is taking place prior to closing, the seller would execute the document. If de-titling is taking place after closing, being handled on behalf of the new borrower, it must be executed by the buyer and must be recorded as a separate document. It cannot be recorded with or attached to the Deed of Trust. State of Tennessee's Affidavit of Affixation (RV-F1322101) is to be used unless the Settlement Agent uses an Affidavit of Affixation that meets the statutory requirement of TCA Section 55-3-138.

Warranty Deed

A copy of the Warranty Deed to the subject residence must be provided to THDA in the Closed Loan Submission package. For manufactured homes, a certified copy of warranty deed or equivalent that shows evidence of real property. The recorded copy is sufficient as long as it shows the Register of Deeds stamp information.

CLOSING COSTS

Closing Costs and Fees a THDA Borrower May Pay

1. The borrower may pay any and all reasonable and customary fees and costs normally charged in the marketplace. However, section A, page 2 of the loan estimate/closing disclosure cannot exceed \$1,400 for Lender Administrative-type Charges, examples underwriting, processing, application, administrative, etc. Origination fee is based on rate sheet and product offering at the time of rate lock. If THDA, in its sole discretion, determines that the borrower has been charged a fee that is exorbitant or not customarily charged in the marketplace, the

Originating Agent will be required to refund these fees to the borrower. \$75 tax service is excluded from the \$1,400.

2. Closing Disclosure should not list any fees payable to THDA. Rate lock extension fees are an allowable fee.
3. Rate lock extension fee charged by THDA may be passed along to the borrower.
4. Origination Fee- Based on the rate sheet and product offering at the time loan is locked

USE OF MERS SYSTEM – MERS ID#

Originating Agents are required to have written policies and procedures for registering loans with Mortgage Electronic Registration Systems, Inc. (MERS) and should use loan documentation reflecting MERS, as the nominee for Originating Agent and Originating Agent's successors and assigns. OA should have a process to ensure that for each MERS-registered mortgage, the applicable Mortgage Identification Number (MIN) is included on the security instrument and related documents. The THDA loan number must be reflected on all THDA loan documentation in addition to the MIN as required by MERS.

Originating Agents shall cause each first mortgage deed of trust (with THDA Rider) securing a THDA loan to be properly recorded in the Register's Office of the county in which the property is located and to register such deeds of trust with MERS in accordance with applicable MERS requirements.

Originating Agent shall, upon THDA's request, obtain and properly record an assignment of any MERS registered THDA loan from MERS to THDA or as THDA may direct. In the event of any dispute regarding a THDA loan registered with MERS, the Originating Agent shall take all steps deemed necessary by THDA to protect THDA's interest. All other requirements of this Guide and of the Working Agreement between THDA and Originating Agent shall apply to each THDA loan regardless of registration with MERS.

All second mortgage loans must also utilize the MERS system to assign loans to THDA. THDA Second Mortgage loans and HFA Advantage loans **do not** need to have the THDA Rider recorded.

Paper assignments will not be accepted.

When THDA has purchased a loan a transfer via TOS/TOB (Both Servicing & Investor Rights) **MUST** be initiated/transferred within five calendar days from the date of purchase.

THDA MERS Orig ID is 1014378.

SECTION VIII: SHIPPING A CLOSED THDA LOAN

ORIGINATION AGENT OBLIGATIONS

Originating Agents must conform to strict timetables when shipping a closed loan file to THDA. The THDA Closed Loan Checklist lists the documents that must be provided to THDA with each closed loan file.

In order to avoid potential problems in complying with THDA timeliness guidelines and the resulting fees for such, upon receipt of the closed loan file from the Settlement Agent, Originating Agents should:

1. Audit all documents for accuracy,
2. Immediately secure any necessary corrections,
3. Promptly submit required documents to THDA indicated on the Commitment to facilitate timely onboarding and notification to the Borrower in preparation for the first scheduled loan payment(s),
4. Submit all information and materials required to obtain insurance or guarantee, and
5. Comply with THDA delivery deadlines.

If purchase is after first payment due date, provide evidence of payment history. See [Form HO-0444 Request for Loan Purchase with Acknowledgement and Certification](#).

SHIPPING ADDRESS

All THDA documents should be submitted through THDA's online portal, with the exception of the original mortgage notes and the original recorded Deed of Trust. These documents should be submitted online and shipped. When delivering documents, specify "SFLO, Closing Department." Documents delivered without "SFLO" included in the address may be misdirected or lost. More than one loan file may be delivered in each envelope, however, documents for each loan file must be clearly identified.

THDA
Attn: SFLO Closing Dept.
502 Deaderick Street, 3rd Floor
Nashville, TN 37243

DELIVERY DEADLINES

Delivery of all THDA closed loan files must conform to the following deadlines:

1. 10 Day Deadline

For all THDA loans, THDA must receive the Closed Loan package, as outlined in the Closed Loan Submission Check list, including items listed on the Commitment. Delays in receiving the closed loan package will delay purchase of the loan and may be subject to non-purchase by THDA if documentation is received after the first payment due date.

2. **30 Day Deadline**

Evidence of all insuring/guaranty documentation must be received by THDA. This includes Mortgage Insurance Certificates (MIC), Loan Note Guarantee (LNG) or Loan Guaranty Certificate (LGC). THDA may grant one extension.

3. **100 Day Deadline**

If the loan has not yet been purchased by THDA, it will immediately become ineligible for purchase on the 100th day following rate lock. Loans declared ineligible for purchase by THDA, including Great Choice Plus loans and/or loans repurchased from THDA, are not eligible for subsequent purchase by THDA.

4. **120 Day Deadline**

THDA must be in receipt of all necessary documentation, including the recorded Deed of Trust, Assignment for the first and second mortgage loans (N/A if MERS documents submitted), Title Insurance Policy, and final inspections within 120 days of closing. **Original recorded Deed of Trust for the first mortgage and Riders must be shipped to THDA. THDA will not retain original recorded Deed of Trust for the second mortgages.**

THDA may grant one extension, for a period not to exceed thirty (30) calendar days, to the delivery deadline to allow for additional efforts to resolve the problems. THDA may consider additional extensions. Any additional extensions must be approved by THDA, in THDA's sole discretion.

5. **5 Days after Purchase Deadline**

MERS Transfer via TOS/TOB (both Servicing & Investor Rights) Must be initiated /transferred.

THDA may decide to complete a file without all final corrections being received. In those cases, the Originating Agent would receive notification from THDA (OA Liability Letter) of the correction(s) to be made and the Originating Agent will be responsible for completion of the file.

FAILURE TO MEET DELIVERY DEADLINES

Any loan closing file remaining incomplete on the 151st day following closing will result in THDA issuing a demand for repurchase, along with repurchase instructions and deadline, without any further notice to the Originating Agent.

Originating Agents who consistently fail to meet delivery deadlines will be suspended from new loan originating until such time that the delinquent loan closings are completed.

REQUIRED DOCUMENTS FOR A COMPLETE CLOSED LOAN FILE

Closed Loan Submission Checklist

A completed THDA Closed Loan Submission Checklist must be used as the cover sheet when submitting closed loan files to THDA.

Loans closed will be purchased from the Originating Agent by wire transfer. A loan is eligible for purchase when the initial closed loan package, which must include the following documents, has been delivered to THDA:

- Original Note for First Mortgage
- Original Note on Great Choice Plus Loan, using correct form, if applicable
- Request for Loan Purchase with Acknowledgement and Certification
- Copy of Executed Deed of Trust for First Mortgage, including any riders
- Copy of Executed Deed of Trust Great Choice Plus Loan, using correct form, if applicable
- Affidavit of Affixation, when a MFG Home is not de-titled
- Title Insurance Commitment
- Copy of Executed Warranty Deeds
- Declaration Page of Hazard Insurance Reflecting Appropriate Coverage
- Final Closing Disclosure
- Copy of Legally Enforceable Obligation Letter, FHA Loans Only
- VVOE

Original Note

Deliver the original Note, endorsed to THDA by an authorized Originating Agent staff member. THDA will not fund the purchase of the loan until the original note is received.

Original Note Great Choice Plus Form

Deliver the original Second Mortgage Note, executed on the correct form, reflecting the correct terms, endorsed to THDA by an authorized Originating Agent Staff member. THDA may not fund the purchase of the loan until the original note is received.

Original Recorded Deed of Trust

Enclose the original recorded Deed(s) of Trust and Rider(s), or a copy (before recording) of the fully executed Deed(s) of Trust and Rider(s) which have been certified as a true and exact copy by the Settlement Agent or an authorized Originating Agent staff member.

THDA must receive the original recorded Deed(s) of Trust and Rider(s) on or before the 120 day deadline. Applicant's signature and typed name on the Deed(s) of Trust, Title Insurance Policy and Warranty Deed(s) must match exactly or a name affidavit must be enclosed. The legal description, book, page, time of recording and other critical data must match the Title Insurance Policy and the Warranty Deed(s), as applicable.

Deed of Trust-Great Choice Plus

Current subordinate document must be used. Enclose the original recorded Deed(s) of Trust, (THDA Rider should not be included on second mortgages), or a copy (before recording) of the fully executed Deed(s) of Trust which have been certified as a true and exact copy by the Settlement Agent or an authorized Originating Agent staff member.

Affidavit of Affixation (Manufactured Home)

Enclose the fully executed and recorded Affidavit of Affixation.

Title Insurance Policy/Endorsements

Enclose the Title Insurance Policy and all required endorsements. The Title Insurance Policy must be received by THDA on or before the 120 Day Deadline.

Warranty Deed

Enclose a copy (before recording) of the fully executed Warranty Deed(s) that convey(s) the property to the Borrower.

Closing Disclosure

The Closed Loan Submission Package must include the Closing Disclosure (CD). The CD must be included for Great Choice Plus second mortgage loans.

Great Choice Loan Allowable Fees

1. Great Choice Loan:

THDA allows the Originating Agent to charge normal and customary fees, including without limitations, appropriate application fee. If the Originating Agent elects to charge an Application Fee, it must be included on the CD. However, Section A, page 2 of the loan estimate/closing disclosure cannot exceed \$1,400 for all normal and customary fees. Origination may be charged based on the rate sheet and product at the time the loan is locked. All Originating Agents are expected to adhere to all timing guidelines as outlined in 12 CFR § 1026.19(f)(1)(ii) for Closing Disclosures

2. Great Choice Plus Loan:

THDA allows customary recording fees, odd days/prepaid interest, mortgage transfer fee and a loan settlement fee of up to \$200. THDA does not allow Lender title policy on the Great Choice Plus loan. All Originating Agents are expected to adhere to all timing guidelines as outlined in 12 CFR § 1026.19(f)(1)(ii) for Closing Disclosures. The Great Choice Plus Loan-Deferred option does meet 12 CFR § 1026.3 for partial exemption as long as a settlement fee is not charged.

Hazard Insurance

THDA must receive a copy of the hazard insurance policy declarations page, or a copy of the Certificate of Insurance, signed by an authorized agent of the insurance company. The original policy or Certificate of Insurance must be sent to the THDA Servicer.

Termite Inspection/Treatment Certificate (when applicable)

Termite Inspections/Treatment Certificate provided as required by the Agency's guidelines.

Flood Insurance (when applicable)

[See Section VII](#)

Commitment Conditions

Enclose any documents to satisfy, at closing, conditions specified in the Commitment, if not otherwise satisfied with documents listed above.

MIC/LGC; USDA/RD 3555-17, or As Applicable

1. The MIC must be ordered immediately after closing and provided to THDA within 30 days of closing. FHA Connection should reflect insured and holder as THDA. Evidence of Upfront MIP paid must also be submitted to THDA

2. The LGC must be ordered immediately after closing. THDA must receive a copy of the LGC within 30 days following closing.
3. For USDA/RD loans, enclose the Loan Note Guaranty 3555-17 within 30 days of closing.

Also enclose a copy of RD Form 3555-11, Lender Record Change. The original 3555-11 must be submitted to Rural Development. In the appropriate space, indicate THDA's USDA/RD ID number: 6206001445

Final Loan Application and 92900A (URLA)

The final URLA executed by the borrower(s) and loan officer must be included in the Closed Loan Submission Package. All pages of the 92900A should be executed by the borrower(s) and lender.

SERVICING PROCEDURES

All loans shall be sold servicing-released to THDA dba Volunteer Mortgage Loan Servicing (VMLS). VMLS servicing effective date is the THDA purchase date.

Service Release Premium

THDA will pay a Service Release Premium (SRP) in an amount equal to .75% of the loan amount. Closed loan packages must be received and purchased prior to the first payment due date and meet the delivery deadline described in Section 8.2 of the O. A. Guide. THDA will withhold the SRP amount from the purchase price of the loan. For loans submitted in THELMA, THDA will pay the SRP for a loan once all documents as described in section 7 of the O. A. Guide are received from the lender for that loan.

The THDA prepared SRP report will be emailed to the lender each week to the most recent email address THDA has in its files for each lender. THDA will send the SRP each week using the most recent ACH instructions THDA has in its files for each lender. It is the lender's obligation to ensure that email addresses and ACH instructions are accurate and up to date.

Loans submitted in Encompass TPOC will have SRP paid at the time of loan purchase.

Tax Service Fee

A \$75 tax service fee must be charged on all loans. It can be paid by the borrower or lender and must be reflected accurately on the Loan Estimate and Closing Disclosure. THDA deducts this amount from the SRP and remits the tax service fee to CoreLogic.

Changing Fees/Compensation

Compensation and fees may be changed or eliminated at the discretion of THDA.

Tax and Insurance Escrow

The initial Escrow Account Disclosure statement must be completed accurately to be sure sufficient funds are collected at closing. The initial escrow funds will be deducted from the purchase of the loan.

Volunteer Mortgage Loan Servicing Directory

VMLS Customer Service

Monday-Friday, 8am-5pm CST

844-865-7378

custserv@volservicing.com

Payment Address:

Volunteer Mortgage Loan Servicing
502 Deaderick Street, 3rd Floor
Nashville, TN 37243

Physical Address:

Volunteer Mortgage Loan Servicing
502 Deaderick Street, 3rd Floor
Nashville, TN 37243

Primary Escalation Contacts for VMLS:

Trebia Johns, Director of Mortgage Loan Servicing
(615)649-3424
tjohns@vol servicing.com

Heather Johnson, Assistant Director of Mortgage Loan Servicing
(615)649-3420
hjohnson@vol servicing.com

Payments Received After Purchase

In the event the Originating Agent receives a mortgage payment **AFTER** THDA purchases the loan, the payment is to be sent to VMLS immediately.

1. Payment can be mailed to the VMLS Physical Address:

Volunteer Mortgage Loan Servicing
502 Deaderick Street, 3rd Floor
Nashville, TN 37243

2. Or payment can be wired with a confirmation email sent to payments@vol servicing.com.
3. Email payments@vol servicing.com indicating the amount received, the date received, and method for transferring the payment in full to VMLS.

Payments Received Prior to Purchase

If a payment is received **PRIOR** to THDA Purchase, the Originating Agent is to notify VMLS immediately but retain the payment until THDA purchases the loan.

Email payments@vol servicing.com indicating the amount received and the date received.

Any payment(s) received by the Originating Agent that is not forwarded to THDA promptly, will be considered a violation of the Working Agreement.

Service Transfer After First Payment Due Date

In the event the first payment becomes due prior to THDA purchasing the loan, the Originating Agent is responsible for all servicing activities up to the THDA Purchase date and subsequent Service Transfer Effective Date.

1. Collect timely payment from the borrower(s); proof of current due date will be required prior to THDA Purchase
2. Disburse timely PMI/MIP payments to Agency's guidelines.

3. Disburse additional Hazard Insurance, Flood Insurance, or Tax payments that come due prior to the THDA Purchase date
4. Complete required Agency monthly reporting, if applicable
5. Send a new Goodbye Letter meeting all RESPA requirements and coordinate the Service Transfer effective date with VMLS

Immediately following the effective Service Transfer date, Originating Agent is to send the following to VMLS

- a. Loan History indicating due date, payments received, principal curtailments, suspense balance, escrow disbursements, and escrow balance at transfer
- b. All payments collected; disbursed escrow may be netted from funds transferred to VMLS
- c. Copy of notices sent to borrower(s) including Goodbye Letter
- d. Complete MERS TOB/TOS, if loan is active in MERS

SECTION IX: THDA FORMS AND INSTRUCTIONS

As a result of Tax Code requirements, THDA must require certain forms. Application files or closed loan packages that do not contain fully executed THDA forms, as required, will not be accepted by THDA. These forms must be included in THDA application files and in THDA closed loan packages as indicated in this Guide. THDA forms are in addition to the typical forms utilized in the mortgage industry. These forms are to be considered part of this Guide.

THDA forms may not be altered.

THDA forms may not be distributed to a lender who is not an Originating Agent or to any other unauthorized individual or entity.

Detailed instructions for completion of each THDA form follows in the order that they are typically encountered in the lending process:

[Application Declaration HO-0450 \(07.23\)](#)

[Veteran Exemption Application Declaration HO-0460 \(08.23\)](#)

[Notice to Applicants Federal Recapture Requirements HO-0448 \(05.21\)](#)

[Seller Declaration HO-0451 \(09.21\)](#)

[Underwriting Submission Checklist HO-0549 \(06.25\)](#)

[Affidavit of Affixation RV-F1322101](#)

Legally Enforceable Obligation Letter HO-0476

[Closed Loan Submission Checklist HO-0541 \(08.22\)](#)

THDA Rider HO-0440 (11.24)

[Request for Loan Purchase with Acknowledgement and Certification HO-0444 \(08.20\)](#)

[Great Choice Plus/ HFA Advantage Plus Amortizing Subordinate Note \(Payment\)](#)

[Great Choice Plus/ HFA Advantage Plus Deferred Subordinate Note \(No Payment\)](#)

[Great Choice Plus/ HFA Advantage Plus Subordinate Deed of Trust](#)

Application Declaration HO-0450

Veteran Exemption Application Declaration HO-0460 (If Applicable)

The Application Declaration or Veteran Exemption Application Declaration (if applicable) Application Declaration must be executed by each applicant and non-qualifying spouse. The MRB income figure to be provided in item #4 is the maximum allowable income for the size of the applicant's household and location of property. The acquisition cost figure for Great Choice is to be provided in item #5 is the maximum THDA acquisition cost for the county in which the property is located.

Notice to Applicants Federal Recapture Requirements HO-0448

This form is mandatory for all THDA loan applications. The Applicant and all Co-Applicants must sign and date the form at the time of application. Provide a copy to the Applicant.

Enclose the original signed and dated form in the application file when submitted for THDA underwriting.

Seller Declaration HO-0451

The seller of the property must complete a Seller Declaration for each application file submitted to THDA. The Seller Declaration is to assist in determining whether the purchase of the property involves more than the purchase price specified in the sales contract. The seller must sign and date the Seller Declaration. Enclose the Seller Declaration in the application file when submitting for THDA underwriting. In the absence of the Declaration at the time of loan approval, a prior to closing contingency will be required.

Underwriting Submission Checklist HO-0549

Use this form as a cover sheet for all application files submitted to THDA. Follow the checklist closely and complete all information. Items omitted may cause the application file to be returned for completion and resubmission. Do not change the size of this form.

Affidavit of Affixation RV-F1322101

An original Affidavit of Affixation is required on all manufactured home loans that are not de-titled and must be recorded as a separate document. It cannot be recorded with or attached to the Deed of Trust for recordation. Owner of record when the de-title takes place should sign the Affidavit.

Legally Enforceable Obligation Letter HO-0476

For any Great Choice loans insured by FHA/HUD, the Originating Agent will receive a Legally Enforceable Obligation Letter (LEOL) attached to the THDA Loan Commitment. HUD/FHA requires that THDA provide a Legally Enforceable Obligation Letter when THDA has agreed to provide DPA funds in the form of the Great Choice Plus Loan. The Borrower(s) is to sign the LEOL at closing and a copy of the executed LEOL must be sent back to THDA with the initial closing submission package in order for THDA to purchase the Great choice Plus loan.

The Originating Agent is to retain the original LEOL in their loan file to accompany the FHA insurance application associated with the first mortgage.

Closed Loan Submission Checklist HO-0541

Use this form when submitting all closed loan files to THDA. This form can also be used as a checklist for submission of follow-up documentation.

THDA Rider HO-0440

The THDA Rider must be completed, executed, attached to and recorded with the deed of trust for all Great Choice THDA first mortgage loans. The THDA Rider must be signed by all Borrowers who are required to sign the first deed of trust and recorded with the deed of trust. THDA Rider is not applicable for any THDA second mortgage loans or HFA Advantage mortgage loans.

Request for Loan Purchase with Acknowledgement and Certification HO-0444

All loans closed must be accompanied by an executed Request for Loan Purchase with Acknowledgement and Certification when delivered to THDA. The most recent version of the HO-0444 form must be utilized. By submitting a loan file for purchase by THDA, each Originating Agent is deemed to affirm the Acknowledgement and Certification appearing on the master form of the Request for Loan Purchase with Acknowledgement and Certification with respect to each loan file submitted regardless of whether the

Acknowledgement and Certification is included with the form submitted with a particular loan file.

THDA provides a Request for Loan Purchase with the Loan Commitment (THELMA). Utilizing this version of the form limits the amount of data and errors. Provide all information indicated. Check the appropriate box indicating whether the loan file is complete in all respects or not. Sign and date where indicated, print name and title, and provide telephone number. Omitted information may cause the loan file to be returned to the Originating Agent.

With the implementation of Encompass TPOC, the Purchase Acknowledgement will no longer be provided by the OA. THDA will have the Purchase Acknowledgement available in TPOC at the time of loan purchase.

Great Choice Plus/HFA Advantage Plus Amortizing Subordinate Note (Payment) Form #3295

All loans that include a THDA subordinate DPA in the amount of 5% of the sales price/maximum of \$15,000, interest rate the same as the first mortgage, 30 year term and a monthly payment used for qualification purposes, must use this note at loan closing.

Great Choice Plus/HFA Advantage Plus With Deferred Subordinate Note (No Payment) Form #3296

All loans that include a THDA subordinate DPA in the amount of up to \$6,000, 0% interest rate, deferred payment and forgiven at the end of the 30 year term, must use the note at closing.

Great Choice Plus/HFA Advantage Plus Subordinate Deed of Trust Form #3800.43

All loans that include a THDA subordinate DPA must use the Deed of Trust at closing.

SECTION X: FREDDIE MAC HFA ADVANTAGE® CONVENTIONAL PROGRAM

OVERVIEW

This section of the guide is specific to insured conventional Freddie Mac mortgage.

HFA Advantage & HFA Advantage Plus

This MBS loan offers a choice for down payment and closing cost assistance, one offering has deferred payments and the other has a low interest rate with monthly payments. Both are secured by a second deed of trust. This loan is available only with the HFA Advantage first mortgage loan. The HFA Advantage Plus loan with payment is at an interest rate the same as the first mortgage, monthly payments amortized over a 30 year term, and up to 5% of the sales price, maximum of \$15,000. The HFA Advantage Plus with No Payment is up to \$6,000 at a 0% interest rate, 30 year term, and must be repaid if the home is refinanced or sold.

Loan Product Advisor	HFA Advantage through Loan Product Advisor (LPA) LPA with "Accept" risk class and "Eligible" purchase eligibility required. Manual Underwriting is not allowed.
Maximum Income	Great Choice Mortgage Program limits for a 3+ person household
Maximum Household Acquisition	Varies by County
Loan Term	30 year Fixed
Debt-to-Income Ratio	Per LPA Feedback Results
Manual Underwriting	Not Permitted
Maximum LTV/CLTV	Per Freddie Mac Guidelines 97%/105%
Eligible Properties	See Eligible Properties
Mortgage Insurance	Section 4701.1 of Freddie Mac Guidelines
Subject to Recapture	No
Minimum Investment	No minimum borrower investment is required by THDA, unless required by Freddie Mac.
Occupancy Requirement	Owner-Occupied Properties Only*
Homebuyer Education	Required
Origination Fee	Based on rate sheet and product offering on the date loan is locked.
Down Payment Assistance	HFA Advantage Plus.

ELIGIBLE BORROWER

First-time homebuyers and/or Repeat homebuyers are eligible.

All borrowers must occupy the mortgaged premises as their primary residence.

Ownership Interest

The occupying borrower(s) must not have an ownership interest in more than two financed residential properties, including the subject property, as of the note date. Borrower may not currently have an active THDA/VMLS loan.

ELIGIBLE PROPERTIES

For maximum LTV/CLTV, Freddie Mac HFA Advantage® allows Single-family, one-unit primary residence, condos, and PUDs are acceptable. Manufactured homes and 2-4 unit are not eligible for maximum LTV/CLTV- See Freddie Mac HFA Advantage guidelines.

Condo Eligibility Guidelines

As part of our Seller/Service Agreement with FNMA and FHLMC, THDA must verify that the quality of mortgages secured by units in condo projects and PUDs meet Agency eligibility requirements. THDA does not formally approve specific condo projects. It is the Originating Agent's responsibility to verify that the project meets FNMA & FHLMC guidelines. THDA is required to perform a review of the loan file presented to confirm that the lender completed the necessary steps to verify the condo unit meets requirements.

- [Fannie Mae Section B4-2.1-01](#), *General Information on Project Standards*, lists the basic requirements for determining project eligibility.
- [Freddie Mac Section 57.02](#), *Condominium Project review and general Condominium Project eligibility requirements*, lists the basic requirements for determining project eligibility.

It is the OA's responsibility to conform to Agency's requirements in these sections.

Project eligibility and financial strength are key drivers of credit performance on individual unit mortgages and critical to the long-term success of the project. Project eligibility and underwriting requirements seek to mitigate project level risks and to ensure that projects are demonstrably well-managed.

A review of each condominium loan submitted to THDA will be completed to ensure the OA has performed the necessary due diligence to determine the unit meets requirements. THDA is requiring the OA to provide the signed THDA Condo Project Lender Approval form with the submission package.

PURCHASE PRICE LIMIT

HFA Advantage follows the same Purchase Price Limits as Great Choice. [Section II](#).

QUALIFYING INCOME LIMIT

The income limit for HFA Advantage and HFA Advantage Plus amortizing is based upon the income of the qualifying borrower(s) only. Qualifying income inclusions/exclusions per [Freddie Mac Guidelines](#). Qualifying income is a maximum of the 3+ person household limits for the Great Choice Program.

FIRST MORTGAGE LOAN TERMS AND GUIDELINES

Loan Types/Investor Feature Identifiers (IFIs)

- Freddie Mac HFA Advantage Mortgage Loans only.
- HFA Advantage should be selected in LPA drop down, Program Identifier.
- IFI 251 Home Possible Advantage for HFAs should be identified in Loan Selling Advisor.

Maximum LTV/CLTV

- First loan mortgage amounts are subject to THDA purchase price limits.

- Maximum Freddie Mac HFA Advantage: 97%/105% for one-unit properties, see Freddie Mac's guidelines for manufactured homes and 2-4 units.

Transaction Type

- Purchase transactions only.
- Refinance loans are not permitted.
- Construction loan permanent financing allowed.

Mortgage Loan Rates and Reservations

Mortgage loan rates and prices will be posted on the THDA website daily between 9:00 AM and 5:30 PM CST on Monday through Friday. These rates and prices are subject to change on a daily or intra-day basis. Lenders reserve loans through THDA Online Reservation system (THELMA).

Rate Locks and Extension Fee

Loans reserved through the THELMA system will have a rate lock to the lender of 60 calendar days. **The mortgage loan must be closed, and all closing documentation must be delivered to THDA by the 60th calendar day.** Any loan cancelled during the rate lock period or rate lock expiration may not be reserved again for 60 days from the original reservation expiration date or cancellation date for the same borrower purchasing the same property. Pricing for loans re-reserved will result in pricing of original rate lock or new rate lock, whichever is worse day pricing. One rate lock extension for 30 days at a cost of 25 bps can be initiated by the lender. Additional time needed could result in repricing, contact THDA. Read further in [Section V](#) for more related information.

UNDERWRITING

Freddie Mac HFA Advantage®

Follow Freddie Mac HFA Advantage® guidelines found on their [website](#), with the following exceptions:

- Purchase only

Please note the following:

- HFA Advantage is the Offering Identifier reflected in the Mortgage Details Section.
- LPA with "Accept" risk class and "Eligible" purchase eligibility required. Although the LPA may provide an approval, the file may contain multiple risk factors (layered risk) to be considered by the underwriter prior to submission to THDA. THDA reserves the right to request additional documentation or deny a file when a file contains layered risk. When layered risk is observed by the Originating Agent, supporting documentation including compensating factors should be provided to mitigate the risk.
- Verify Affordable Lending and Access to Credit Message. A message will be displayed if the transaction is a Very Low Income Purchase (VLIP) AMI at or below 50%; Low Income Purchase (LIP) AMI at or below 80%; or if income exceeds 80% to compare to THDA's maximum income limits.
- Verify Mortgage Insurance Message to determine if AMI and LTV qualify for reduced charter coverage

- Loan Prospector Document checklist should be uploaded to THDA with the LPA Feedback results.

Freddie Mac Resources

1-800-Freddie (800-373-3343)

- Freddie Mac approved Seller Servicer, please press 1
- For underwriting guideline support, please press 1
- For affordable lending, HFA Advantage, please press 1
- Enter your six-digit Seller Servicer number or seven-digit third party originator number, followed by pound sign.

Private Mortgage Insurance (PMI)

- Insurers must be acceptable to Freddie Mac
- Lender is responsible for activating any PMI policy and remitting any PMI payments due to the mortgage insurer prior to the sale of the loan to THDA. Lender is also responsible for transferring the PMI policy to THDA after the loan sale. PMI rates, pricing and guidelines may differ among the participating mortgage insurers and are subject to change. Lenders should consult the current PMI guidelines at each company to determine the terms and conditions by which such loans will be insured.

THDA program guidelines do not supersede, nor are they a substitute for, the guidelines in place with each mortgage insurer at the time the loan is underwritten.

Mortgage Insurance Coverage

Each mortgage must have mortgage insurance that complies with the required coverage levels:

Area Median Income (AMI)* per Freddie Mac	Loan-to-Value Ratios	Mortgage Insurance Coverage
Less than or equal to 80%	Greater than 95% up to and including 97%	18%
	Greater than 90% up to and including 95%	16%
	Greater than 85% up to and including 90%	12%
	Greater than 80% up to and including 85%	6%
Greater than 80%	See Freddie Mac Guide Section 4701.1	Standard Coverage

Discount Points/Assumable/Escrow Waivers/Temporary Buydown

- Not permitted.

DOWN PAYMENT ASSISTANCE (HFA Advantage Plus)

THDA will be offering two second mortgage loan program options available across the entire state, regardless of the sales price, as long as it meets THDA's acquisition limits.

HFA Advantage Plus with No Payment terms (Deferred):

- Loan Amount is up to \$6,000
- 0% interest rate
- 30 year term, due on sale or refinance
- Deferred payments, therefore, no payment for qualifying purposes
- Second mortgage loan will be locked simultaneously with the first mortgage, key words in program description for a successful lock "No Payment".
- Max 105% CLTV

HFA Advantage Plus with Payment terms: (Amortizing)

- Loan Amount is up to 5% of the sales price (or appraised value if less than the sales price)
- 30 year amortizing
- Interest rate is the same as the first mortgage
- Monthly payment must be considered in the debt ratio.
- Second mortgage loan will be locked simultaneously with the first mortgage, key word in program description for a successful lock "Payment".
- Max 105% CLTV
- This is considered an affordable second in LPA, when entering subordinate lien "Yes" should be selected for Affordable Second and monthly payment should be entered.

Late fee is 5% of the overdue payment after the 15th calendar day.

Lender Advance

Lenders will advance the second loan at the loan closing for the benefit of the borrower, which will be reimbursed based upon the purchase of the mortgage loan by THDA.

Compliance Issues

The second loan is evidenced by a second mortgage note and secured by a subordinate deed of trust. See TRID section below for disclosure procedures and documentation.

Limitations on Down Payment Assistance

At closing, an Eligible Borrower may not receive cash back except for the following reason, documented reimbursement of fees and/or expenses paid outside of closing, including but not limited to earnest money deposit, appraisal fees, home inspection fees, credit report and homebuyer education expenses charges. The eligible borrower may be reimbursed up to the amount of the documented expenditures.

In the event of remaining funds after the eligible borrower has been reimbursed for appropriate requested amounts, the borrower shall not receive the additional funds. OA

should reduce the amount of the second mortgage and provide the appropriate approval documentation including transmittal, 1003 and AUS feedback results with the closed loan package. THDA will issue an updated commitment reflecting the reduced loan amount.

Down Payment Assistance cannot be used to pay off debt.

TRID

Loan Estimate

All assisted loans will require a Loan Estimate (LE). Lenders can generate one from their LOS system that contains the appropriate terms. Only recording fee, odd days/prepaid interest, mortgage tax fee, and a loan settlement fee of up to \$200 may be listed. All Originating Agents are expected to adhere to all timing guidelines as outline in 12 CFR § 1026.19(e)(1)(iii)(A) for the Loan Estimate.

Closing Disclosure

Lenders are required to provide a Closing Disclosure at closing listing only the recording fee, odd days/prepaid interest, and mortgage tax fee for the second mortgage for all loans reserved. Any fees in addition to the recording fee, odd days/prepaid interest, and mortgage tax fee listed on the second mortgage CD will be required to be refunded to the borrower prior to purchase approval. Any excessive recording fees charged will require a detailed explanation. Any fees not proven to be for recording will require a refund to the borrower prior to purchase approval. All Originating Agents are expected to adhere to all timing guidelines as outlined in 12 CFR § 1026.19(f)(1)(ii) for Closing Disclosures.

LENDER PROCESS

Application and Reservation

Lender determines borrower eligibility per Freddie Mac and THDA guidelines, income limits and purchase price limits. Lender reserves the loan through THDA's online lender portal THELMA. When loan is reserved, the rate is locked. Lender processes the loan, gathers documentation, obtains the appraisal and lender issues approval on file. Lender submits approved loan to THDA's online lender portal THELMA to receive commitment from THDA.

If incorrect program type has been selected at rate lock, loan must be withdrawn and resubmitted under correct program type. If submission is in error, loan will be locked at current secondary rate. Subject to THDA review of original disclosures.

Lender is responsible for uploading the appraisal into Uniform Collateral Data Portal (UCDP).

Commitment Compliance Package

The lender should upload the loan package to THDA through the lender portal THELMA per the Underwriting Submission Checklist. Please submit all documents on checklist in proper stacking order and indicate the LPA results have been transferred to THDA.

THDA will either approve the compliance package, issue prior to closing conditions, or decline the file. If conditions are issued, please submit immediately to expedite the approval. Once the underwriting compliance package is approved, THDA will email the commitment. Commitment is also available for review/download in the THELMA system.

The lender is authorized to proceed with the loan closing once approval commitment has been issued. Commitment will expire on lock expiration date.

Purchase Compliance Package

Lenders must submit a closed loan package to THDA after closing, per the [Closed Loan Submission Checklist](#). Included on the checklist is [Form SSA-89](#), Authorization to Release SSN, which must be signed by the borrower at closing. Lender is responsible for providing UCD and LQA results. Once the closed loan package is approved by THDA, and the original note received, THDA may purchase the mortgage loan.

COMPENSATION AND FEES

Lender Compensation/Allowable Fees

Lenders are permitted to charge borrower or seller origination fee based on rate sheet and product offering as of the date the rate is locked. Rate lock extension fee can be charged to the borrower.

Lender may receive a Service Release Premium (SRP) based on the first mortgage loan amount paid by THDA at the time of loan completion. (Timing of payment is subject to change with Encompass TPOC Implementation.) Delivery deadline must be met. SRP is based upon rate sheet and product offering as of the date the rate is locked. See section VIII, [Service Release Premium](#).

Reasonable and customary fees not to exceed \$1400, and closing costs may be charged as long as such compensation payments are fully disclosed to the borrower in accordance with federal, state, and local laws and regulations. Rate lock extension fee is an acceptable fee. Origination fees per THDA rate sheet, at the time of the rate lock, are allowed to be charged.

Non-Delivery Fee

If an extension is elected, but the related Mortgage Loan is not sold to THDA, the Lender may be billed for the extension fee.

CLOSING/DELIVERY INFORMATION

Uniform Closing Dataset (UCD)

THDA requires a Freddie Mac UCD Findings Report in every conventional loan file. The report must reflect "successful result" with transfer to THDA, an embedded CD, and no Fatal Error Edit warnings

4506-C

The IVES participant information MUST be listed on line 5a of the form and MUST match the requestor's information. THDA will require two 4506-C forms completed at closing; one (1) with THDA's vendor information (listed below) and one (1) with your own information.

- Ives Participant Name: KCB Credit LLC
- Ives Participant Address: 1407 N Batavia ST #201 Orange CA 92867
- Participant ID: 304088
- Mailbox ID: fawcettinc
- Box 6 A should be checked
- Box 7 should be checked (do not complete 7a or 7 b)
- Box 8 should be completed with the most recent two years completed

THDA's information should appear in section 5d

Delivery of Mortgage Loans

Mortgage Loans must be delivered and ready for purchase within 60 calendar days of the loan reservation/rate lock date. Failure to comply with the 60 day delivery deadline will be subject to a 0.25% extension fee for 30 days beyond the original 60 days. Extension Fee will be netted from the Loan Purchase compensation when the Mortgage Loan is purchased from the Lender.

Committed loans that are not purchased within 100 days after rate lock are subject to cancellation or price adjustments.

All closing packages should be uploaded into the THELMA portal, original notes must be sent to THDA.

Loan Quality Advisor

All loans must be evaluated using Freddie Mac's Loan Quality Advisor (LQA). LQA uses the ULDD file format THDA requires for loan delivery. It provides a Loan Evaluation Summary which includes loan-level information and results. This summary should be submitted to THDA in the closed loan package. The only critical edit acceptable is for the HFA Advantage Loan Offering. THDA will clear this edit.

Uniform Loan Delivery Dataset (ULDD)

THDA requires lenders to deliver final ULDD data points required for HFA Advantage mortgage in accordance with Freddie Mac Guide Sections 6302.14 & 6302.34.

In addition, lender must ensure the following program specific ULDD data points are included, as applicable:

ULDD Data Point	Valid Value
Loan Program Identifier	HFA Advantage or Home Possible Advantage HFA
Party Role Type/Party Role Type Other Description	Other-Housing Finance Agency
Loan Manual underwriting Indicator	False
Loan Affordable Indicator in "Product Information" Section	True
Automated Underwriting Recommendation Description	Accept
Investor Feature Identifier VLIP AMI < 50% LIP AMI < 80%	H56 H55
Assumability Indicator	False
Lien Priority Type in "Secondary Financing/Related Loan Information" Section	Second Lien
Loan Affordable Indicator Located in "Secondary Financing / Related Loan Information" Section	True
HELOC Indicator in "Secondary Financing/Related Loan Information" Section	False
Combined LTV Ratio Percent in "Additional LTV Details" Section	Must combine all mortgages

Original Mortgage Notes

Deliver the original Note(s), endorsed to THDA by an authorized Originating Agent staff member. THDA will not fund the purchase of the loan until the original note is received. Subordinate lien must be on the appropriate form.

Non-Delivery Fee

If the Lender elects an extension fee of .25% for a 30-day extension for a Mortgage Loan, such extension fee may be due whether or not a Mortgage Loan is ultimately delivered and/or purchased by THDA. Any Lender with total outstanding extension fees of \$5,000 may be ineligible to participate in the Program until the unpaid balance of extension fees is paid in full.

Final Document Delivery

Final document delivery information and checklist are posted on www.thda.org. Late delivery more than 120 days from closing may result in 0% SRP payment. Subject to change with Encompass TPOC Implementation.

SERVICING

THDA will provide (at no cost to the borrower) Early Delinquency Counseling to all borrowers who experience problems meeting their mortgage obligations, as outlined in Freddie Mac's Servicing Guide Sections 9101.2 and 9102.4. HUD approved housing counseling agencies can be found the [HUD Website](#).

For additional servicing information, [See Section VIII](#).

HAZARD & FLOOD INSURANCE

Must meet Freddie Mac Guidelines and Requirements.

PROPERTIES AFFECTED BY A DISASTER

Please see [Properties Affected by a Disaster](#).

HOMEBUYER EDUCATION

A pre-purchase certificate from a THDA approved agency or HUD-approved counseling agency issued within the previous 12 months. Each person on the loan is required to obtain homebuyer education, even non-first time homebuyers. Required to be completed prior to commitment approval. See Section V, [Homebuyer Education](#), for additional information. Certificate must be dated prior to the Note Date.

For HFA Advantage Mortgages secured by 2-4 unit Primary Residences, in addition to homebuyer education, at least one qualifying Borrower must participate in a landlord education program meeting the requirements of Guide Section 4501.12(b), as applicable.

SUPPLEMENTAL CONSUMER INFORMATION FORM (SCIF, FORM 1103)

All HFA Advantage loans delivered to THDA with an application date on or after March 1, 2023, must include the SCIF. The SCIF (Form 1103) collects information about a borrower's language preference and any homeowner education or counseling that the borrower completed in the prior 12 months.

SECTION XI THIRD PARTY ORIGATION (TPO) CHANNEL

THDA will allow licensed and authorized Third parties to originate THDA loans through an approved and authorized wholesale lender. Collectively, the parties enter into a broker agreement. THDA's agreement remains solely with the wholesale lender. Wholesale lender is responsible for the complete underwriting and approval of the mortgage loan, as well as delivering post-closing documents to meet THDA's delivery deadline.

WHOLESALE LENDER RESPONSIBILITIES

All program guidelines and requirements in the THDA Originating Agent guide apply to the TPO channel. Responsibilities of the wholesale lender:

- An active working agreement with THDA and written permission for the TPO channel.
- Documented approval process and agreement in place with the TPO.
- Provide oversight, all services and compensation to the TPO, including all communication regarding files submitted to THDA.
- May not impose a non-THDA minimum production requirement on TPOs in exchange for THDA loan product offering.
- Loans originated by TPOs should be included in the quality control plan.
- Only the wholesale lender will have access to THDA's electronic loan submission portal.
- TPO must coordinate with wholesaler when locking rate.
- All loans must close in the wholesale lender's name.

WHOLESALE LENDER REQUIREMENTS

In addition to the correspondent relationship requirements and application documentation, wholesale lender will also provide the following documentation at THDA's request:

- Most recent copy of the broker agreement utilized by organization. Proprietary information can be redacted.
- Annual list of active TPOs licensed in TN.
- Immediate notice of any termination of TPO agreement for TPOs originating THDA loans.
- Schedule annual training in conjunction with THDA for all TPOs. Due to the working agreements in place, including potential overlays, THDA will not conduct a TPO training without a lender representative.

TERMINATION OF A TPO

THDA reserves the right to disallow a TPO due to conflict of interest with other THDA programs or suspicious and fraudulent activities.