



Servicing Rights Purchase Guide

For the FHL Bank Indianapolis and FHLB CIN Mortgage Purchase Program

Published Date: May 1, 2024

Effective Date: November 13, 2024

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OVERVIEW

Introduction

The Federal Home Loan Bank (“FHLB”) purchases certain mortgage loans (the “Mortgage Loans”) from a Participating Financial Institution (“PFI”) pursuant to the FHLB Mortgage Purchase Program (“MPP”) and the terms and conditions provided in the FHLB MPP Guide. Concurrent with the sale of the Mortgage Loans to FHLB, the PFI may wish to sell to Newrez, LLC and Newrez may wish to purchase, the right to service the Mortgage Loans (the “Servicing Rights”). This concurrent sale of the Mortgage Loans to FHLB and the Servicing Rights to Newrez shall be referred to as the “Newrez -FHLB Servicing Released Program.” The following guidelines contain the requirements and information for the Newrez -FHLB Servicing Released Program and are known as the Newrez Servicing Rights Purchase Guide (the “Newrez Guide”).

CHAPTER 1

SELLING AND DELIVERY PROCEDURES

Section 1.1: PFI Eligibility

PFI Eligibility

All requests for approval to participate in the Newrez -FHLB Servicing Released Program must be initiated through the respective PFI's FHLB representative.

To participate, the PFI must:

- Be an approved FHLB Seller under the FHLB MPP Guide
- Agree to use US Bank Custodial Services to perform collateral certifications and maintain the custodial/collateral file. The initial certification fee will be paid by Newrez.
- Execute an Servicing Purchase and Sale Agreement (SPSA)
- Complete PFI Information Sheet (Exhibit 1)

Approval for the FHLB MPP is determined solely by FHLB.

Default Reporting

Newrez will provide default reporting, if applicable, to the Selling PFI on a monthly basis. Reports will be emailed by the 10th calendar day of the month for the prior month reporting period.

Eligible Loans

Newrez will purchase Servicing Rights only on those Mortgage Loans purchased by the FHLB.

Additionally, Mortgage Loans must meet the following criteria:

- All Mortgage Loans must be originated and serviced in accordance with all federal, state and local regulatory requirements.
 - All Mortgage Loans delivered for purchase must be in full compliance with this Newrez Guide, the FHLB MPP Guide, the SPSA, the Program Documents, and any Announcements.
-

Service Release Premiums

A Servicing Release Premium (“SRP”) is paid net of fees and escrows as outlined in the pricing grid and Purchase Advice, which is subject to change upon fourteen (14) calendar day’s written notice.

Section 1.2: Selling Procedures

Portal Administrative Functions

PFI’s should designate an employee to serve as the administrator for the Newrez Portal (Portal Admin). The responsibility of the Portal Admin will be to act as the primary point of contact for requesting and managing PFI’s user access. PFI’s are responsible for ensuring that only authorized personnel are using the Newrez web portal. Each user should have their own login, which should be regularly audited to assure that only authorized users have access.

General Process

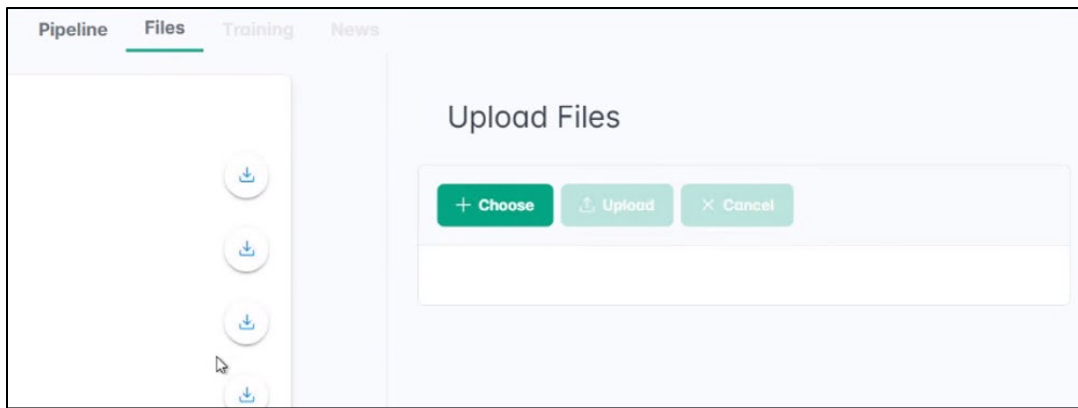
An overview of the general sale and delivery process is provided below.

Stage	Topic	Action
1	Training	Newrez will provide training to PFI's.
2	Servicing Loan Numbers	Newrez will issue a block of loan numbers to the PFI for use in the delivery process.
3	Custodial Files	PFI will deliver all custodial/collateral files to US Bank Custody Services for Initial Certification.
4	Final Documents	Final documents such as Recorded Mortgage or Deed of Trust and Final Title Policy are to be delivered to Indecomm Global Services. Indecomm Global Services 1427 Energy Park Drive St. Paul, MN 55108 Mail Stop Code NR – 9915

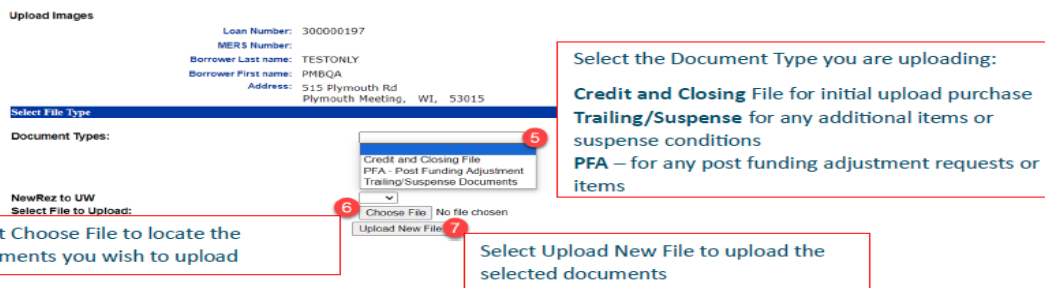
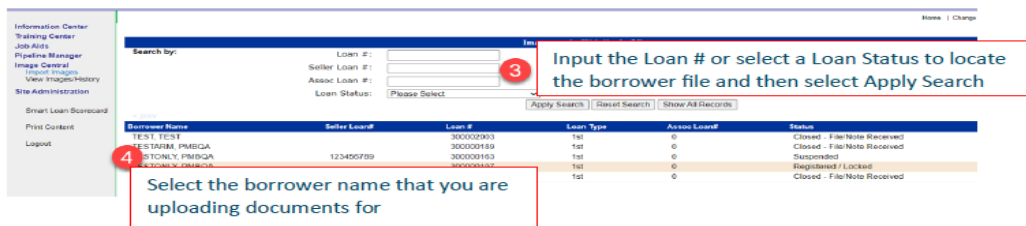
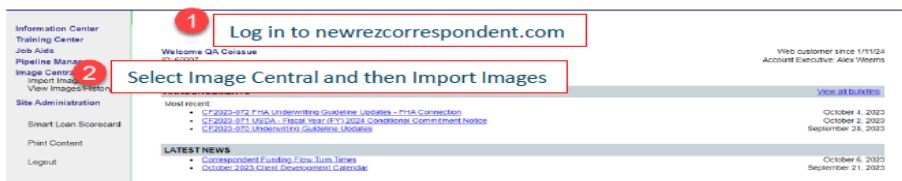
Client Portal Process

To upload multiple loan files, follow below process:

- Our Client Portal is setup to accept the below file naming conventions:
 - Loannumber_closing.pdf - for credit/closing file
 - Loannumber_trailing.pdf – for trailing docs
- Each loan must be in separate PDF, you cannot combine loans into same PDF file
- The file can be either in PDF or TIF format



To upload a single file, follow the below process:



Section 1.3: Funding

Purchase Advice

Newrez will fund the SRP on a daily trade basis. Newrez follows a Net Funding procedure, reducing the SRP by the required escrow balance, tax service fee, and boarding fee. Funding timeframes are based on a 48 hour turnaround.

Newrez will issue a Purchase Advice to the PFI via e-mail detailing the SRP, escrow balance and fees for review. Purchase Advice (Exhibit 2) will also be posted to Newrez's website.

Section 1.4: Interim Servicing by PFI

During the interim servicing period with respect to each mortgage loan, the PFI shall service the Mortgage Loans in accordance with the MPP Guide and applicable contracts, giving due consideration to the accepted servicing practices of prudent lending and servicing institutions. In the event that the PFI performs such servicing through a subservicer, PFIs shall continue to be responsible to Newrez for such servicing to the same extent as if it alone were performing such servicing.

Payments, Notices, and Contracts

PFI's shall be responsible for loan servicing activities related to the Mortgage Loans, including but not limited to the following:

- For the collection and accurate application of all payments received
- For providing to Borrowers, agencies and governmental bodies all applicable notices, letters and statements
- For maintaining all service contracts related to the servicing of the Mortgage Loans as required by applicable regulatory requirements and FHLB
- For timely payment of taxes and insurance (Hazard, Wind, Flood, Mortgage, etc.) due within thirty (30) days of the date of servicing transfer
- For maintaining accurate records of all adjustments, disbursements and changes to the loan history

Notice of Transfer of Servicing

Per RESPA rules, at least fifteen (15) days prior to the effective date of the transfer or with proper notice at the time of closing, the PFI shall notify the Borrower in accordance with applicable regulatory requirements of the transfer of the servicing to the Newrez (the “Notice of Transfer” Exhibit 4). Newrez will be responsible for sending a Welcome letter to the borrower within 48 hours of loan boarding.

The PFI shall also, at the PFI’s expense, notify any Custodian, real estate tax authorities and insurance companies and/or agents, that the Servicing Rights are being transferred and instruct such entities to deliver all payments, notices, tax bills and insurance statements to the Newrez after the effective date of the transfer.

Year End Statements

The PFI shall provide each Borrower with an annual year-end statement in accordance with Internal Revenue Service or Treasury Department regulations, including but not limited to IRS Forms 1099, 1099A, 1098, or 1041, as applicable. Such statements shall reflect the status of the Mortgage Loan up to and including the applicable effective date of the transfer. Newrez shall not have any responsibility for providing such information for the period of time the Mortgage Loan was serviced by the PFI.

Flood Service Contracts

Promptly following the applicable effective date of the transfer, the PFI shall notify the existing flood contract service provider to transfer the life-of-loan flood service contract to Newrez.

- The PFI shall pay any fees required to transfer the existing life-of-loan flood service contracts to Newrez.
- In the event a life-of-loan flood service contract is not in place, or not assignable or reasonably acceptable to Newrez, the PFI agrees to pay all fees necessary to obtain a life-of-loan flood service contract, as applicable, for the related Mortgage Loan. The cost of life-of-loan flood service contracts will be invoiced to the PFI.

Payments and Notices Received After Each Transfer Date

The PFI and Newrez acknowledge that, except as otherwise provided in the applicable Servicing Transfer Instructions, all funds received in connection with the related Mortgage Loans, including, but not limited to, tax, insurance, principal, interest and all other types of payments, including, without limitation, mortgage guaranty, or mortgage insurance payments, insurance loss drafts and tax refunds, are to be immediately paid over to Newrez without offset or deduction.

Such funds shall be sent to Newrez and identified by the servicing loan number at the PFI's expense by overnight courier or electronic transfer, as applicable.

Section 1.5: Servicing Frequently Asked Questions (FAQ's")

General Customer Questions – Customer Service

Q: What is your toll-free number and business hours for the Customer Service Department?

A: Toll free number: 866-317-2347

Business Hours: 8:00 A.M. to 9:00 P.M. EST (Monday thru Friday) and Saturday 10:00 A.M. to 2:00 P.M. EST.

Q: What do I need to update on our Goodbye Letter?

A: Remove any Specialized Loan Servicing, LLC references and replace with Newrez, LLC.

Toll free number: 866-317-2347

Address: Newrez, LLC

P O Box 10826

Greenville SC 29603-0826

Q: Is there an automated voice response system that can provide loan information to my customers during non-business hours?

A: Yes, Newrez's automated line is 866-317-2347. It is available 24/7 and provides loan information, balances, due dates, last payment made, year-end information and the ability to make payments by phone.

Q: Is there an online system where customers can access their loan information?

A: Yes, the website is: <https://www.newrez.com/>

Q: Are customers able to send inquiries thru the website?

A: Yes, there is an option for customers to send inquiries thru our website. The average response/resolution time is 48 hours from the Business Day the inquiry is received.

Q: What type of information is available on the website?

A: Current and original loan information, payment history details, escrow information, tax and insurance information, amortization schedule, 1098 year-end statement, auto draft enrollment, e-statements, and payment options can all be accessed thru the website.

Q: What types of payment methods are available for customers?

A: Newrez provides several payment options for our customers:

- Online payments thru our website
- Payments by phone 24/7 via the Automated Voice Response system
- Payments by phone during business hours by speaking with a representative
- Monthly re-occurring Auto draft
- Western Union or Money Gram
- Receipt of bill payments (most bank systems are automated electronically)
- Check
- Money order

Q: What is the timing for customer payments to be applied?

A: Non-exception payments are applied within 24 hours. Exception payments such as, but not limited to, bankruptcy, foreclosure or incorrect payment amounts will need to be reviewed and approved by the appropriate department.

Q: If a Borrower sends in additional money, how is that handled?

A: The Borrower should reference where the additional funds are to be applied. If they do not indicate on their statement, funds would be applied towards principal or to outstanding fees.

Q: What is the current lockbox address for payments?

A: Newrez, LLC
P.O. Box 650840
Dallas, TX 75265-0840

Q: What is the address if sending a payment overnight or if payments are being forwarded from the Client?

A: Newrez, LLC
Attn: Payment Processing
75 Beattie Place, Suite LL202
Greenville, SC 29601

Please include the Newrez loan number on all checks that are forwarded, details of how to post the check & always send with tracking information.

Q: When will Borrowers receive statements each month?

A: Billing statements are generated immediately following receipt of the previous month's payment. If the borrower doesn't make a payment in the billing cycle, the billing statement is sent 4 days after the grace period cut off (i.e. a loan with a 15-day grace period would generate a billing statement on the 19th day of the month).

Q: How can a payoff be ordered?

A: You may request a payoff statement by calling our Customer Care Center at 1-866-317-2347, by fax at 1-866-467-2347, by using your online account or by mail at:

Newrez, LLC
P.O. Box 10826
Greenville, SC 29603-0826 Attn: Payoff Department

Q: If a Borrower's payment goes to the Client or correspondent lender and is then forwarded to Newrez, will this be reported late or affect the Borrower credit?

A: No. Many times new Borrowers will continue to send their payments to the previous servicer or lender. For that reason, Newrez does not report to the credit bureaus or assess late fees for 60 days after boarding or transfer. Borrowers who had payments come to Newrez late from the previous servicer or lender will not be assessed late fees. However, due to Agency Requirements, new loans may fall into welcome or collection queues depending on the due date and loan status at the time the loan is boarded.

Q: Why are Borrowers payments adjusted?

A: Newrez is required to do an escrow analysis on all loans every twelve (12) months. The loans are analyzed based on the state the home is located in.

When loans are analyzed the insurance and tax lines are reviewed in conjunction with the dollar funds available in the Escrow Account. As allowed by RESPA, a two (2) month "cushion" (if applicable by state) is also added to the escrow amount that is due to ensure that the escrow balance never goes to zero or below. This cushion protects both the lender and the customer from large advances that create payment shock down the line. The loan payment is adjusted based on any shortages or overages that are identified on the loan.

Q: If a Borrower calls and requests a call back from a Supervisor, what is the turnaround time for the call back?

A: Customer Service Supervisors return calls to the Borrowers two (2) business days.

Q: How long does it take to get a recorded satisfaction after a loan is paid off?

A: Different counties have different requirements for the timeframe for the county to receive the satisfaction. The timeframes can range from seven (7) days to ninety (90) days post payoff. However, we always meet all the necessary timelines put forth by the counties.

General Questions – Escrow/Tax/Insurance/PMI

Q: What is the process for a Borrower to receive funds from a loss draft insurance claim?

A: If a Borrower has an insurance claim check, they must contact Newrez Insurance Department at 877-826-4433

Q: What is the address if a customer wants to send in escrow shortage?

A: To Newrez, LLC, P.O. Box 650840, Dallas, TX 75265-0840; when sent to this address, their payment amount is then adjusted automatically to remove the shortage payment.

Q: Why would a loan get lender placed insurance?

A: Newrez will place the loan with Lender placed Insurance when there is no proof of coverage or coverage provided is insufficient. Proper notices with approved CFPB guidelines are sent to the borrower prior to placement.

Q: How are tax and insurance due dates monitored?

A: Tax and Insurance due dates and payments are monitored through our Vendors as follows: Tax- CoreLogic and Insurance- Assurant. All payments are made in a timely manner prior to due date or economic loss date to prevent lapse in coverage or property tax liens.

General Questions – Borrower Hardship

Q: Borrowers who are only a few days late are now receiving collection calls. These Borrowers always pay, but tend to pay after the due date. Why are they now receiving calls?

A: In the fall of 2011, Fannie Mae instituted their Servicing Alignment Initiative. Under the new guidelines, servicers are required to contact the Borrowers on the 3rd day of delinquency and continue to contact the Borrower until a payment is received or a payment arrangement is established. We may also use behavioral models as indicators on call management.

Q: What is the process if customers call and indicate they are having trouble making payments?

A: The Collections team will transfer the call to Loss Mitigation for review.

Q: How are collection calls handled?

A: Newrez Mortgage Servicing makes outbound call attempts on all delinquent loans subject to all applicable debt collection laws, including FDCPA, the US Bankruptcy Code, TCPA, and any applicable state laws. Call attempts begin as early as the 3rd day of delinquency based on the Fannie Mae Servicing Alignment Initiative Guidelines.

Under these guidelines, servicers are required to contact the Borrowers on the 3rd day of delinquency and continue to contact the Borrower until a payment is received or a payment arrangement is established. Therefore, Borrowers may be contacted on the 3rd day of delinquency.

Q: When and why are property inspections ordered?

A: Property inspections are required on all loans between the 30th and 45th day of delinquency if there is no right party contact or if the property is not owner occupied. Property inspections are ordered to determine if the home is vacant or still occupied and if there is any damage to the home.

Unless the inspector is approached by the Borrower, they will not attempt to make contact with the Borrower in any way. They take photos from their car on the road without entering the Borrower's property. The photos are then sent to Newrez for documentation purposes.

If the property is deemed vacant and/or there is damage to the property, Newrez will take the necessary measures to secure and repair the property within Fannie Mae and Freddie Mac guidelines.

In addition, property inspections will be ordered throughout the loss draft process to ensure repairs are being completed as stated by the Borrower.

Q: When will my loans be referred to foreclosure?

A: In accordance with CFPB rules, no earlier than the 120th day of delinquency, depending on the type of loan and if not in an active loss mitigation workout.

Q: What options does the customer have at the time of initial call indicating they have a hardship?

A: The Collections team has the ability to do pay by phones set up on a future date or can establish a repayment plan in accordance with the investor guidelines for short term situations such as, temporary loss of work. Generally, repayment plans are for three (3) to twelve (12) months but in special circumstances could be longer.

If longer term situations, Newrez will refer the file to Loss Mitigation for further review and actions.

Q: What types of workout programs are available to the customers?

A: The workout program can vary depending on the investor guidelines. The options for loss mitigation retention strategies include:

- A Repayment Plan, where the borrower pays the full monthly payment as well as a portion of the past due amounts to pay off the delinquency over time
- A Forbearance where the Borrower may pay less than total due (generally a solution for a short term situation prior to a modification such as temporary unemployment or if they are trying to sell the property)
- Loan modification (which includes a trial period plan), which may include extension of terms, interest rate reduction, forbearance of principal and HAMP Modifications
- Loss mitigation liquidation strategies include:
 - (1) Deed in Lieu of foreclosure
 - (2) Short sale (including HAFA)

All of these are subject to financial review and Investor or Client guidelines.

Q: When a Borrower requests help paying their mortgage due to recent changes in their financial situation, what should they expect to happen?

A: A loss mitigation package is sent out to the Borrower requesting financial information and several pieces of documentation to be submitted to Shellpoint Mortgage Servicing or borrower may apply online via MyAccount.

Once Newrez Mortgage Servicing receives the complete package, it will be reviewed to

determine the type of loss mitigation options available to the Borrower. This process can take up to thirty (30) days once the complete package is received. Once it is reviewed, the Borrower is notified regarding whether the loss mitigation request was denied or approved. The borrower will be reviewed for all available loss mitigation options before being issued an approval or denial.

Change of Servicer Notifications to Vendor

Client is required to send the following notices:

1. Notification to the tax service advising them of the change. The endorsement request changing the servicer should read as follows:

Newrez, LLC
P.O Box 10826
Greenville, SC, 29603

2. Notification to the hazard insurance carrier(s) advising them of the change. The new mortgagee clause should read as follows:

Newrez LLC
ISAOA ATIMA
P O BOX 7050
Troy MI 48007-7050

For properties located in Texas:

Newrez Mortgage LLC
ISAOA ATIMA
P O BOX 7050
Troy MI 48007-7050

3. Notification to the private mortgage insurance carrier(s) advising them of the change.

The endorsement request should read as follows:

Newrez, LLC
P.O Box 10826
Greenville, SC, 29603

4. All hazard and PMI insurance premiums as well as property taxes that will become due up to sixty (60) Days after the Transfer Date must be paid prior to the transfer. A list of any open items after transfer should be sent to:

Newrez, LLC
P.O Box 10826
Greenville, SC, 29603

5. Notification to all Bankruptcy/Foreclosure Attorneys notifying them that there is a Transfer of servicing taking place, and that all bills should be sent to the address listed below:

Newrez, LLC
P.O Box 10826
Greenville, SC, 29603

CHAPTER 2

POST-DELIVERY RESPONSIBILITIES

Section 2.1: Change of Servicer Notifications to Vendors

The following notices must be sent by the PFI. The mailing of the notification of servicing transfer letters must be in compliance with the 1990 Housing Bill and the requirements of each state in which loans from the subject portfolio are located.

1. Mail notification to the taxing authority advising them of the change. The endorsement to request changing the servicer should read as follows:

Newrez, LLC
P.O Box 10826
Greenville, SC, 29603

2. Mail letters to the hazard insurance carrier(s) advising them of the change (Exhibit 8). The new mortgagee clause should read as follows:

Newrez LLC
ISAOA ATIMA
P O BOX 7050
Troy MI 48007-7050

For properties located in Texas:

Newrez Mortgage LLC
ISAOA ATIMA
P O BOX 7050
Troy MI 48007-70503

Mail letters to the private mortgage insurance carrier(s) or optional insurance carrier (s) advising them of the change (Exhibit 10). The endorsement request should read as follows:

Newrez, LLC

P.O Box 10826
Greenville, SC, 29603

4. All hazard and PMI insurance premiums as well as property taxes that will become due up to 30 days after the transfer date must be paid prior to the transfer. A list of any open items after transfer should be sent to:

Newrez, LLC
P.O Box 10826
Greenville, SC, 29603

5. Mail all Bankruptcy/Foreclosure Attorneys notifying them that there is a Transfer of Sub-Servicing taking place, and that all bills should be sent to the address listed below:

Newrez, LLC
P.O Box 10826
Greenville, SC, 29603

Section 2.2: Actions Required Post Transfer of Servicing

Escrow Accounts

If there is a shortage in the escrow balance based on the PFI's error (e.g., incorrect MI coverage, unpaid MI premium, incorrect tax information or penalties, etc.), it is the PFI's responsibility to reimburse Newrez within thirty (30) days of invoice for the costs not recoverable from the borrower.

Specific Provisions

Specific Provisions Related to FHLB MPP means that notwithstanding any other provisions of this Newrez Guide, Newrez acknowledges and agrees that, with respect to Mortgage Loans sold to FHLB under the MPP, Newrez is subject to all of the terms and conditions applicable to Servicers under the MPP Guide and related agreements

Newrez represents and warrants that it understands its duties and obligations under such a program.

Newrez further acknowledges that any right it may have to withhold payments or otherwise cease services due to the default of the PFI shall not affect the prior rights of FHLB to receive all required payments under the Mortgage Loans and to approve any new Servicer prior to any transfer of servicing with respect to Mortgage Loans sold under the MPP.

Section 2.3: MERS Transfer of Servicing

MERS Transfer

The PFI must transfer the Servicing Rights to Newrez within twenty-four (24) hours of the purchase date using the correct MERS procedures. Please note that the transfer process will require the PFI to enter the Newrez's MERS Organizational ID for the "Servicer". Newrez will monitor MERS for the transfer confirmation.

MERS Organization ID number

The ORG ID number for Newrez Members completing the registration of their loan with MERS: Newrez = transfer to 1007544 (Servicer (TOS) / Investor (TOB)

The FHLB Indianapolis as Investor MERS Organization ID number is 1001347

The FHLB Cincinnati as Investor MERS Organization ID number is 1002954

Loan Closing

All Servicing Rights purchased by Newrez **must** be in compliance with MERS standards and rules.

Section 2.4: Post Funding Adjustments

A. Post Funding Adjustments

A post funding adjustment (PFA) is generally a refund of monies owed to Client or payable to Newrez due to a discrepancy in the purchase wire transaction (payment issues, pricing errors, or escrow impounds).

B. Requesting a Post Funding Adjustment

To request a PFA:

- Complete the form to request the adjustment located in Forms Library
- Upload the Request for an Adjustment to Purchase Advice and all supporting documentation to Image Central under the PFA – Post Funding Adjustments Document type.
- This documentation will be received through image and placed in receipt order in our pipeline.
- Client may also email any questions or follow up inquiries to CoIssuePostFunding@Newrez.com.

C. Post Funding Adjustment Process within the Post Funding Support Team

As part of the PFA process, Newrez will:

- Review all inquiries regarding PFA requests
- Research and validate adjustments and communicate the disposition of these adjustments directly to the affected party or parties
- Initiate correction of data to all systems, including Borrower's accounts

D. Post Funding Adjustment Process within the Invoice Team

As part of the regular statement/invoice process, Newrez will:

- Capture all resolved PFAs on a recurring basis
- Net funds due to Newrez and funds due to Client
- Remit wires to Client for net funds payable
- Add the PFAs to the monthly billing statement for all net funds due Newrez

Client should remit wires for each PFA. Clients should use the following wiring instructions (Exhibit 3):

Bank: Citi Bank N.A.

Bank Address: New York, NY 10013

ABA: 02100089

Acct Name: NEWREZ LLC Newrez Co-Issuance

Acct #: 51001644

Contacts: Alba Suarez 484-567-4284 / Bonnie Voorhees 267-705-4611

E. Post Funding Support Team Members

Specific questions regarding the status of a pending Request for an Adjustment to Purchase Advice can be directed to the Post Funding Support Team by email to

CoIssuePostFunding@Newrez.com.

Section 2.5: PFI Documents Responsibilities

Initial Custodial Package

The following documents are considered to be critical custodial/collateral documents and are to be sent to US Bank Custody Services.

- Schedule of Mortgages (Loan Acquisition System (LAS) generated report)
- Original, properly endorsed Note
- Copy of mortgage (original sent for recording)
- Evidence of MERS registration
- Copy of POA and/or Name Affidavit, if applicable

Final Original Documents

This chapter describes the process for Clients to deliver Final Documents to Newrez.

1. Delivery of Final Documents
 - a. Client must include the Final Documentation Transmittal with the shipment of documents and the Newrez loan number on all final documents and communications regarding a loan.
 - b. The loan number can be found on the Purchase Advice, at Newrezcorrespondent.com or on the outstanding document report.
 - c. Client must deliver all final documents to Newrez for each loan sold within 120 days from the funding date

2. Original Recorded Documentation Exceptions

The final documents for each loan are the following original recorded documents (subject to the differences below):

- a. Security instrument and any required addenda or riders
- b. Intervening assignments, including any recorded assignment to MERS, if applicable
- c. Where the original security instrument or intervening assignment has been retained by the

controlling jurisdiction: Newrez will accept a county certified copy, provided it contains an original certification by the judicial or other governmental authority of the jurisdiction where the security instrument was recorded.

- d. Consolidation, Extension, and Modification Agreement, if applicable
- e. Modification Agreement, if applicable
- f. UCC1/UCC3, if applicable
- g. Any other original recorded documents specific to the property type (e.g., condos, co-ops) and/or applicable to lien perfection
- h. Original or Copy of Title Insurance Policy or Short Form Title Policy
- i. For loans secured by mortgaged premises in the state of Iowa : Client must deliver an attorney's certificate of title in lieu of a title insurance policy
- j. Copies of the original recorded documents are also acceptable on Conventional loans. They may be uploaded to <https://dmg.indecomm.net/docgenius/login.aspx> A transmittal sheet is not required for this method of delivery.

3. Final Documents Mailing Information

Client is solely responsible to ensure delivery of all final documents. All final documents (recorded mortgages, recorded assignments and final title policies) are to be sent to Indecomm Global Services at the following address:

Indecomm Global Services
1427 Energy Park Drive
St. Paul, MN 55108
Mail Stop Code NR – 9915

All questions or inquiries regarding recorded mortgages, final title policies and assignments should be addressed to Indecomm Newrez.docgenius@indecomm.net . Questions can also be directed to 651-766-2364.

Client must use the Indecomm Transmittal (Exhibit 6) and include the Correspondent ID number, the Newrez loan number, borrower name and a list of documents being submitted. This information is to be emailed as an Excel spreadsheet to Newrez.docgenius@indecomm.net and a hard copy is to be included in the submission package.

All other documents may be held in the servicing file. A copy of these documents must be provided with the credit package at time of purchase. See Exhibit 5 for Loan File Checklist.

CHAPTER 3

REPRESENTATIONS, WARRANTIES AND COVENANTS

Introduction

All the representations, warranties, and covenants contained in this Newrez Guide are made by the PFI to Newrez, its successors and assigns, with respect to such matters, and at such times, as specified below unless expressly waived in writing by Newrez.

Each representation, warranty, and covenant is binding on the PFI regardless of whether the subject matter thereof was under the control of the PFI or a third party.

The PFI acknowledges that Newrez purchases Servicing Rights from the PFI in reliance on the representations, warranties and covenants made to Newrez by the PFI pursuant to this Newrez Guide and the PFI makes such representations, warranties and covenants in order to induce Newrez to purchase the Servicing Rights.

The representations, warranties, and covenants made in this Newrez Guide shall survive the sale of the Servicing Rights to Newrez and shall inure to the benefit of Newrez notwithstanding any examination of the applicable mortgage loan documentation by Newrez.

This chapter provides Newrez covenant information including general covenants of the PFI, transferring of servicing covenants, the treatment of confidential information, and the remedies for a breach of agreement. To the extent an inconsistency exists between the information contained in this Chapter 3 and the respective MPP Guide, the respective MPP Guide will govern.

Section 3.1: Representations, Warranties and Covenants Related to the PFI

Purchasing the Servicing Rights

As of the date Newrez purchases the Servicing Rights to a Mortgage Loan from the PFI, the PFI represents and warrants the information in this chapter and in this Newrez Guide is true and accurate.

Organization and Good Standing

The PFI is duly organized, validly existing, and in good standing under the laws of the jurisdiction under which it was organized and is qualified to do business and is properly licensed or registered as a mortgage banker or lender in each jurisdiction in which the PFI does business, or is exempt under applicable law from such qualification or licensing and no demand for such qualification or licensing has been made upon the PFI by any jurisdiction

Authority and Capacity

The PFI has all requisite corporate power, authority, and capacity to enter into the SPSA and to perform the obligations required thereunder. The SPSA constitutes a valid and legally binding agreement of the PFI enforceable in accordance with its terms, except as such enforceability may be limited by bankruptcy, insolvency, moratorium, reorganization, conservatorship and similar laws and by equitable principles affecting the enforceability of the rights of creditors.

No consent, approval, authorization or order of or registration or filing with, or notice to, any governmental authority or court is required, under state or federal law prior to the execution, delivery and performance of, or compliance by the PFI with, the SPSA or the consummation by the PFI of any other transaction contemplated thereby. If the PFI is a depository institution, the SPSA shall be maintained in the PFI's official records.

No Conflict

Neither the execution and delivery of the SPSA nor the consummation of the transactions contemplated by the SPSA nor compliance with its terms and conditions, shall conflict with or result in the breach of, or constitute a default under, or result in the creation or imposition of any lien, charge or encumbrance of any nature upon the properties or assets of the PFI, any of the terms, conditions or provisions of the PFI's charter or by-laws or any similar corporate documents of the PFI or any mortgage, indenture, deed of trust, loan or credit agreement or other agreement or instrument to which the PFI is now a party or by which it is bound.

Compliance with Laws

There is no action, suit, proceeding or investigation pending, or to the PFI's knowledge threatened against the PFI before any court, administrative agency or other tribunal

- Asserting the invalidity of the SPSA
- Seeking to prevent the consummation of any of the transactions contemplated
- Which might materially and adversely affect the performance by the PFI of its obligations under, or the validity or enforceability of, the SPSA

Performance

The PFI does not believe, nor does it have any reason or cause to believe, that it cannot perform each and every covenant contained in the SPSA.

Ordinary Course Transaction

The consummation of the transactions contemplated by the SPSA are in the ordinary course of business of the PFI, and the sale, transfer, assignment and conveyance of the Servicing Rights by the PFI pursuant to the SPSA are not subject to the bulk transfer or any similar statutory provisions in effect in any applicable jurisdiction.

Litigation: Compliance with Laws

There is no litigation, proceedings or governmental investigation pending, or any order, injunction or decree outstanding that might materially and adversely affect the Servicing Rights to be sold pursuant to the SPSA or the related Mortgage Loans.

Additionally, there is no litigation, proceeding or governmental investigation existing or pending or to the knowledge of the PFI threatened, or any order, injunction or decree outstanding against or relating to the PFI,

that has not been disclosed by the PFI to Newrez in writing that could have an adverse effect upon the Servicing Rights, the related Mortgage Loans or the other assets to be purchased by Newrez under the SPSA, nor does the PFI know of any basis for any such litigation, proceeding or governmental investigation.

The PFI has not violated any applicable law, regulation, ordinance, order, injunction or decree, or any other requirement of any governmental body or court, which may materially and adversely affect the Servicing Rights to be sold pursuant to the SPSA or the related Mortgage Loans.

Insurance

The PFI has complied with all material obligations under all applicable insurance contracts, including the insurance contracts hazard, flood and PMI policies, with respect to, and which affect any of the Mortgage Loans or Servicing Rights. PFI has not taken any action or failed to take any action that might cause the cancellation of or otherwise affect any applicable insurance contracts.

Statements Made

No representation, warranty or written statement made by the PFI in the SPSA or in any schedule, written statement or certificate furnished to Newrez by the PFI in connection with the SPSA or the transactions contemplated thereunder contains or will contain any untrue statement of a material fact or omits or with statements contained herein therein not misleading.

Approved Seller

The PFI meets all of the eligibility requirements set forth in the MPP Guide for an approved Seller.

Section 3.2: Representations, Warranties and Covenants Related to the Mortgage Loans and Servicing Rights

Mortgage Loan Information

The information contained in all commitments, advices, schedules, computer tapes or other documents or media prepared by the PFI or on behalf of the PFI or otherwise furnished to Newrez relating to the Servicing Rights and the Mortgage Loan is complete, true and correct.

Requirements

The mortgage note and the mortgage are on forms acceptable to the FHLB and the PFI has not made any representation to the mortgagor, which is inconsistent with the mortgage instruments used.

The mortgage contains customary and enforceable provisions such as to render the rights and remedies of the holder thereof adequate for the realization against the mortgaged property of the benefits of the security provided thereby, including:

- In the case of a mortgage designated as a deed of trust, by trustee's sale
- Otherwise, by judicial foreclosure

Upon default by the mortgagor and foreclosure on, or trustee's sale of, the mortgaged property pursuant to the proper procedures, the holder of the mortgage loan will be able to deliver good and merchantable title to the mortgaged property.

There is no homestead or other exemption available to the mortgagor which would interfere with the right to sell the mortgaged property at a trustee's sale or the right to foreclose the mortgage subject to applicable federal, state and local laws and judicial precedent with respect to bankruptcy and right of redemption.

Payments under the mortgage note are due on the first day of each month with interest payable in arrears.

RON Mortgages/eNotes

For FHLB Indianapolis: Remote Online Notarization (RON) Mortgages as well as eNotes are acceptable. Clients must meet Agency requirements and abide by all state/federal regulations.

For FHLB Cincinnati: Remote Online Notarization (RON) Mortgages are not acceptable. eNotes are acceptable.

Due on Sale

The mortgage contains an enforceable provision for the acceleration of the payment of the unpaid principal balance of the Mortgage Loan in the event that the mortgaged property is sold or transferred without the prior written consent of the mortgagee thereunder; by the terms of the mortgage note, however, the provision for acceleration may not be exercised at the time of a transfer if prohibited by federal law.

Appraisals

The appraisal obtained in connection with the origination of the Mortgage Loan, as well as the appraiser who performed it, meet all of the applicable requirements of the Financial Institutions Reform, Recovery and Enforcement Act of 1989, as well as the FHLB. The value of the mortgaged property is at least equal to the appraised value stated in the appraisal.

Original Terms Unmodified

The terms of the mortgage and mortgage note have not been impaired, waived, altered or modified in any respect, except by a written instrument which has been recorded, if necessary, to protect the interests of Newrez and the FHLB.

The substance of any such waiver, alteration or modification has been approved by any applicable issuer of a title insurance policy or a primary mortgage insurance policy covering the Mortgage Loan, to the extent required by the policy, and its terms are reflected on the Mortgage Loan schedule delivered to Newrez in connection with its purchase of the servicing rights.

No mortgagor has been released, in whole or in part, except in connection with an assumption agreement approved by any applicable issuer of a title insurance policy or a primary mortgage insurance policy covering the Mortgage Loan, to the extent required by the policy, and which assumption agreement is part of the Servicing File delivered to Newrez or its designee and the terms of which are reflected in the Mortgage Loan schedule delivered to Newrez in connection with its purchase of the Servicing Rights.

Validity of Mortgage Documents

The mortgage note and the mortgage are genuine, and each is the legal, valid and binding obligation of the maker thereof enforceable in accordance with its terms, except as such enforcement may be limited by bankruptcy, insolvency, reorganization, receivership, moratorium or other similar laws relating to or affecting

the rights of creditors generally, and by general equity principles (regardless of whether such enforcement is considered in a proceeding in equity or at law).

All parties to the mortgage note and the mortgage and any other related agreement had legal capacity to enter into the Mortgage Loan and to execute and deliver the mortgage note and the mortgage and any other related agreement, and the mortgage note and the mortgage and any other related agreement have been duly and properly executed by such parties.

The documents, instruments and agreements submitted for loan underwriting were not falsified and contain no untrue statement of material fact or omit to state a material fact required to be stated therein or necessary to make the information and statements therein not misleading.

The PFI has reviewed all of the documents constituting the Mortgage Loan file and has made such inquiries as it deems necessary to make and confirm the accuracy of the representations and warranties set forth herein.

Assignments of Mortgage- Servicing Rights

The assignment of mortgage to the FHLB must be in compliance with MERS rules and standards. Newrez must be identified within MERS as the Servicer and Newrez, LLC as the subservicer.

Escrow Holdback Loans

In the event that an escrow holdback was established in connection with the Mortgage Loan, the PFI represents and warrants that the Mortgage Loan meets all Escrow Holdback requirements as stated in the respective MPP Guide.

Compliance with Applicable Laws

The Mortgage Loan was originated, closed and transferred to the FHLB, and the Servicing Rights transferred to Newrez in full compliance with all federal, state, municipal and the local laws, rules and ordinances including, without limitation to, usury, truth-in-lending, real estate settlement procedures, consumer credit protection, equal credit opportunity, fair housing and lending disclosure laws and the PFI shall maintain in its possession, available for Newrez's inspection, and shall deliver to Newrez upon demand, evidence of compliance with all such requirements.

Origination

The Mortgage Loan was originated by a mortgagee approved by the Secretary of Housing and Urban Development pursuant to Sections 203 and 211 of the National Housing Act, a savings and loan association, a savings bank, a commercial bank, credit union or other entity which is supervised and examined by a federal or state authority.

Servicing Performance

Prior to the date on which the Servicing Rights are purchased, the Mortgage Loan has been properly serviced in accordance with all applicable laws, the terms of the mortgage, mortgage note and related Mortgage Loan documents.

With respect to escrow deposits and escrow payments, all such payments are in the possession of the PFI and there exist no deficiencies in connection therewith for which customary arrangements for repayment thereof have not been made.

All escrow payments have been collected in full compliance with all applicable laws and the Mortgage Loan documents.

An escrow of funds has been established in an amount sufficient to pay for every item which remains unpaid and which has been assessed but is not yet due and payable. All property tax bills, which are, or will become due within thirty (30) days of the date of delivery of the applicable servicing file to Newrez, will have been paid.

There are no defaults in complying with the terms of the mortgage, and all taxes, governmental assessments, insurance premiums, water, sewer and municipal charges, leasehold payments, ground rents relating to the Mortgage Loan have been paid to the extent such items are required to be paid pursuant to prudent mortgage banking standards and as herein provided.

The Mortgage Loan is covered by a valid and assignable, full fee, life of loan tax service contract and flood services contract, in full force and effect, with a vendor pre-approved by Newrez in accordance with the requirements of this Newrez Guide.

FHLB Requirements

If the Mortgage Loan was represented by the PFI to be a conventional conforming Mortgage Loan, the Mortgage Loan complies with all applicable FHLB guidelines, including those relating to underwriting, and any underwriting conditions and document custodian requirements relating to the Mortgage Loan were fully satisfied.

Doing Business

All parties which have had any interest in the Mortgage Loan, whether as mortgagee, assignee, and pledgee or otherwise, are (or, during the period in which they held and disposed of such interest, were)

- In compliance with any and all applicable licensing requirements of the laws of the state wherein the mortgaged property is located and either:
 - Organized under the laws of such state, or
 - Qualified to do business in such state, or
 - A Federal Savings and Loan Association, National Bank or Credit Union having principal offices in such state
-

Compliance with Applicable Guide Provisions

The Mortgage Loan and all documents related thereto, and the transfer of the related Servicing Rights, comply, in all material respects, with all applicable terms, conditions and requirements set forth in this Newrez Guide

Prepayment Fees

In the event that the mortgage note requires the mortgagor to pay a fee if the Mortgage Loan is prepaid in full or part within the time periods specified in the mortgage note, the provision in the mortgage note requiring the payment of such fee (the “Prepayment Provision”) complies with all applicable local, state and federal law, all disclosures required under all applicable law in connection with the Prepayment Provision have been

properly provided to the mortgagor and the enforcement of the Prepayment Provision in accordance with the terms set forth in the mortgage note will be in compliance with all applicable laws and regulations.

Primary Mortgage Insurance

The mortgage Loan is and will be insured as to payment defaults by a primary mortgage insurance policy to the extent required by the FHLB. Such primary mortgage insurance policy shall be satisfactory to, and issued by a mortgage insurer acceptable by FHLB, as applicable. The PFI and any prior holder of each Mortgage or any prior servicer have taken all necessary steps to make and keep any primary mortgage insurance policy valid, binding and enforceable; each such primary mortgage insurance policy is binding, valid and enforceable obligation of the insurer to the full extent thereof, without surcharge, defense or set off, subject to bankruptcy and insolvency laws. Each primary mortgage insurance policy and related insurer with respect to each Mortgage Loan satisfies all applicable requirements. All premiums have been paid with respect to each Mortgage Loan and the related Mortgaged Property and all premiums which are due or will become due on or before the 30th day following the related servicing transfer date will have been paid; the PFI has not received any notice of delinquent premium payments with respect to such Mortgage Loan or Mortgaged Property. If the Mortgage Loan is required to be subject to a primary mortgage insurance policy, the related mortgage obligates the mortgagor thereunder to maintain the primary mortgage insurance policy and to pay all premiums and charges in connection therewith. There has been no act or omission that would or may invalidate any such primary mortgage insurance policy.

Title Insurance

The Mortgage Loan is covered by an ALTA form of Lender's Title Insurance Policy or other generally acceptable form of title certificate acceptable to FHLB, as applicable, issued by, and the binding obligation of, a title insurer acceptable to FHLB, as applicable, and qualified to do business in the jurisdiction where the mortgaged property is located, insuring the PFI, its successors and assigns, as to the first priority lien of the mortgage in the original principal amount of the Mortgage Loan, and against any loss by reason of the invalidity or unenforceability of the lien resulting from the provisions for the mortgage providing for adjustment in the mortgage interest rate and monthly payment

Where required by state law or regulation, the mortgagor has been given the opportunity to choose the carrier of the required title insurance unless the premium for such insurance was not paid by the mortgagor.

Additionally, such Lender's Title Insurance Policy affirmatively insures ingress and egress, and against encroachments by or upon the mortgaged property or any interest therein.

The PFI is the sole insured of such Lender's Title Insurance Policy, and such Lender's Title Insurance Policy is in full force and effect and will be in force and effect upon the consummation of the transactions contemplated by the SPSA and will inure to the benefit of the purchaser of the Mortgage Loan without any further act.

No claims have been made under such lender's title insurance policy, and no prior holder of the mortgage, including the PFI, has done, by act or omission, anything which would impair the coverage of such lender's title insurance policy.

On Bifurcated Servicing Released transactions, Newrez will accept Attorney Opinion Letters. Clients must adhere to all agency requirements and guidelines.

Hazard and Flood Insurance

The improvements upon the mortgaged property are insured against loss by fire and other hazards as required by the FHLB. The mortgage requires the mortgagor to maintain such casualty insurance at the mortgagor's expense, and upon the mortgagor's failure to do so, authorizes the holder of the mortgage to obtain and maintain such insurance at the mortgagor's expense and to seek reimbursement therefore from the mortgagor.

The hazard insurance policy is the valid and binding obligation of the insurer, and is in full force and effect and will inure to the benefit of the purchaser of the Mortgage Loan.

All flood insurance and hazard insurance premiums have been paid when due.

Where required by state law or regulation, the mortgagor has been given the opportunity to choose the carrier of the hazard insurance unless either a "master" or "blanket" hazard insurance policy covering the condominium project or planned unit development in which the mortgaged property is located was obtained.

The PFI has not engaged in, and has no knowledge of the mortgagor's or of any prior Servicer of the Mortgage Loan having engaged in, any act or omission which would impair the coverage of any such policy, the benefits of the endorsement provided for therein or the validity and binding effect of either.

Coverage of Insurance

No action, inaction, or event has occurred and no state of facts exists or has existed that has resulted or will result in the exclusion from, denial of, or defense to coverage under any applicable insurance policy or guarantee including, but not limited to a title insurance policy, a hazard insurance policy, a primary mortgage insurance policy, or a mortgage pool insurance policy obtained in connection with the Mortgage Loan.

In connection with the placement of any such insurance or guarantee, no commission, fee, other unlawful compensation or value of any kind has been or will be received by the PFI or any designee of the PFI or any

corporation in which the PFI or any officer, director or employee of the PFI had a financial interest at the time of placement of such insurance and, to the best of PFI's knowledge, no such commission, fee, other unlawful compensation or value of any kind has been received by any attorney, firm or other person or entity.

No Additional Collateral

The mortgage note is not and has not been secured by any collateral except the lien of the corresponding mortgage

Location of Improvements

All improvements which were considered in determining the appraised value of the mortgaged property lay wholly within the boundaries and building restriction lines of the mortgaged property, no improvements on adjoining properties encroach upon the mortgaged property, or the policy of title insurance affirmatively insures against loss or damage by reason of any violation, variation, encroachment or adverse circumstance which is either disclosed or would have been disclosed by an accurate survey.

No improvement located on or being part of the mortgaged property is in violation of any applicable zoning law or regulation.

Environmental Matters

The mortgaged property is free from any and all toxic or hazardous substances, and there exists no violation of any local, state or federal environmental law, rule or regulation.

As of the date on which Newrez purchased the Servicing Rights, the mortgaged property was not within a one-mile radius of any site listed in the National Priorities List as defined under the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, or on any similar state list of hazardous wastes that are known to contain any hazardous substances or hazardous wastes.

Condominiums/ Planned Developments

If the mortgaged property is a condominium unit or a planned unit development such condominium or planned unit development meets FHLB eligibility requirements, as applicable, for sale to the FHLB or is

located in a condominium or planned unit development project which has received FHLB project approval and the representations and warranties required by FHLB with respect to such condominium or planned unit developments are deemed to have been made by the PFI to Newrez and remain true and correct in all respects.

No Condemnation and Mortgaged Property Undamaged

There is no action, suit, proceeding or investigation pending or threatened that is related to the total or partial condemnation of the mortgaged property. The mortgaged property is undamaged by waste, fire, earthquake or earth movement, windstorm, flood, tornado or other casualty so as to affect adversely the value of the mortgaged property as security for the Mortgage Loan or the use for which the premises were intended.

Detrimental Conditions

As of the origination date and the purchase date of the Servicing Rights, the PFI did not know, nor did the PFI have any reason to know, that the mortgaged property and the improvements constructed thereon were subject to any detrimental conditions which could reasonably be expected to adversely affect the market value of the mortgaged property.

The term “detrimental conditions” includes, but is not limited to expansive soils, underground mines, soil subsidence, landfills, superfund sites, special study zones, and other conditions which affect the stability of the improvements erected on the mortgaged property or the drainage on or from the mortgaged property.

Location and Type of Mortgaged Property

The mortgaged property consists of a single parcel of real property, unless acceptable to the FHLB otherwise, with a detached single family residence erected thereon, or a two-to-four family dwelling, or an individual condominium unit in a condominium project, or an individual unit in a planned unit development. No portion of the mortgaged property is used for commercial purposes.

Land Trust Loans

If legal and equitable title to the mortgaged property is held by a land trust, the PFI represents the following:

- The mortgaged property must comply with MPP Guide
- The land trust is duly formed and validly existing under state laws
- The loan documents are the binding obligations of the land trust and the Beneficiaries of the land trust and such documents are enforceable against the parties in accordance with their respective terms
- The Beneficiaries of the land trust have covenanted to perform or to cause the land trustee to perform, as applicable, all of the obligations imposed upon the borrower under the security instrument
- Neither the mortgaged property nor the interests of the Beneficiaries in the land trust may be transferred except in accordance with the provisions of the security instrument
- To the extent permitted by law, the Beneficiaries of the land trust have directed the land trustee to waive, and the land trustee has waived, any and all rights of redemption from sale in accordance with the terms of the security instrument; the interests of the Beneficiaries are deemed personal property under Illinois law
- The PFI has assigned to Newrez the PFI's rights under a binding, valid and enforceable agreement among the trustee of the land trust, the Beneficiaries of the land trust and the PFI pursuant to which the trustee agreed to notify the PFI in writing in the event that any Beneficiary attempts to transfer, assign or otherwise convey a beneficial interest in the land trust to a third party
- The Mortgage Loan complies with all of the requirements of the FHLB, as applicable, for land trust loans

Leasehold Loans

If the Mortgage Loan is secured by a leasehold estate, the PFI represents the following:

- The property subject to the lease is located in an area in which leasehold loans have received market acceptance.
- The mortgage and the title insurance policy cover the improvements to the property and the mortgagor's leasehold interest in the land.

- The term of the leasehold estate exceeds the maturity of the mortgage note by at least 10 years unless fee simple title vests in the mortgagor or an owner's association on an earlier date.
 - The leasehold estate, and any purchase option with respect to the land, is assignable or transferable.
 - The lease does not contain any default provisions that could give rise to termination of the lease except for non-payment of the lease rents.
 - The lease is valid, and in full force and effect and there is no default under any provision of the lease.
 - The lease provides that:
 - The mortgagor will pay taxes, insurance and homeowner's association dues related to the land, in addition to those the mortgagor is paying with respect to the improvements.
 - The mortgagor retains voting rights in any homeowner's association.
 - If the lease contains an option for the mortgagor to purchase the fee interest in the land, the purchase is at the mortgagor's sole option, there is no time limit within which the option must be exercised and the purchase price is the lower of (x) the current appraised value of the land and (y) the product of the percentage of the total original appraised value that represented the land alone and the appraised value of the land and improvements.
 - The leasehold can be transferred, mortgaged and sublet an unlimited number of times either without restriction or on payment of a reasonable fee and delivery of reasonable documentation to the lessor.
 - The lessor will provide the mortgagee with at least thirty (30) days' notice of the mortgagor's default under the lease and give the mortgagee the option to (x) cure the default or (y) take over the mortgagor's rights under the lease.
 - The lessor may not require a credit review or impose other qualifying criteria on any transferee, mortgagee or sub lessee.
 - The leasehold estate and the mortgage may not be impaired by any merger of title between lessor and lessee or by any default of a sub lessor.
 - The lease and the leasehold estate meet all of the requirements of the FHLB, as applicable, for leasehold loans.
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Valid First Lien

The mortgage is a valid, subsisting, enforceable and perfected first lien on the mortgaged property, including all buildings on the mortgaged property and all installations and mechanical, electrical, plumbing, heating and air conditioning systems located in or annexed to such buildings, and all additions, alterations, and replacements made at any time with respect to the foregoing, and such mortgaged property is owned by the mortgagor in fee simple or is a leasehold estate, subject only to:

- The lien of current real property taxes and assessments not yet due and payable;
- Covenants, conditions and restrictions, rights of way, easements and other matters of public record as of the date of recording acceptable to mortgage lending institutions generally and specifically referred to in the lender's title insurance policy delivered to the originator of the Mortgage Loan and
 - Referred to or otherwise considered in the appraisal made for the originator of the Mortgage Loan, or
 - Which do not adversely affect the appraised value of the mortgaged property set forth in such appraisal; and
- Other matters to which like properties are commonly subject to which do not individually or in the aggregate materially interfere with the benefits of the security intended to be provided by the mortgage or the use, enjoyment, value, or marketability of the related mortgaged property.

Any security agreement, chattel mortgage or equivalent document related to and delivered in connection with the Mortgage Loan establishes and creates a valid, subsisting and enforceable first lien and first priority security interest on the property described therein and the PFI has full right to sell and assign the same.

All tax identifications and property descriptions are legally sufficient; tax segregations, where required, have been completed.

In the event the mortgage constitutes a deed of trust, a trustee, duly qualified under applicable law to serve as such, has been properly designated and currently so serves and is named in the deed of trust, and no fees or expenses are or will become payable to the trustee under the deed of trust, except in connection with a trustee's sale after default by the mortgagor.

Buydown Loans

Buydowns are not acceptable.

Full Disbursement of Proceeds

The Mortgage Loan has been closed and the proceeds of the Mortgage Loan have been fully disbursed and there is no requirement for future advances thereunder, and, except as specifically permitted by the FHLB, any and all requirements as to completion of any on-site or off-site improvement and as to disbursements of any escrow funds therefore have been complied with.

All costs, fees, and expenses incurred in making or closing the Mortgage Loan and the recording of the mortgage were paid, has been paid and the mortgagor is not entitled to any refund of any amounts paid or due under the mortgage note or mortgage.

There is no obligation on the part of the PFI, or of any other party, to make supplemental payments in addition to those made by the mortgagor.

Any future advances that were made in connection with the Mortgage Loan have been consolidated with the outstanding principal amount secured by the mortgage, and the secured principal amount, as consolidated, bears a single interest rate and single repayment term.

Unless otherwise permitted in the MPP Guide, the consolidated principal amount does not exceed the original principal amount of the Mortgage Loan.

No subordinate financing was used by the mortgagor to acquire the mortgaged property, other than subordinate financing acceptable to the FHLB pursuant to such FHLB requirements in effect at the time the Servicing Rights were sold by the PFI to Newrez.

No Defenses

The Mortgage Loan is not subject to any right of rescission, set-off, counterclaim or defense, including without limitation the defense of usury, nor will the operation of any of the terms of the mortgage note or the mortgage, or the exercise of any right thereunder, render either the mortgage note or the mortgage unenforceable, in whole or in part, or subject to any right of rescission, set-off, counterclaim or defense,

including without limitation the defense of usury, and no such right of rescission, set-off, counterclaim or defense has been asserted with respect thereto, and no mortgagor was a debtor in any state or federal bankruptcy or insolvency proceeding at the time the Mortgage Loan was originated, and, as of the date Newrez purchased the Servicing Rights, the Mortgage Loan was not subject to a bankruptcy plan, nor had the related mortgagor filed bankruptcy.

Servicemembers' Civil Relief Act

The PFI has no knowledge, of any relief requested or allowed to the mortgagor under the Servicemembers' Relief Act (SCRA).

Payments Current

All payments due on the Mortgage Loan have been made by the related mortgagor, the Mortgage Loan has not been delinquent (i.e. was more than thirty (30) days past due).

No Defaults

There is no default, breach, violation or event of acceleration existing under the mortgage or the mortgage note and no event which, with the passage of time or with notice and the expiration of any grace or cure period, would constitute a default, breach, violation or event of acceleration, and neither the PFI nor its predecessors have waived any default, breach, violation or event of acceleration.

No Mechanics' Liens

There are no mechanics' or similar liens or claims which have been filed for work, labor or material (and no rights are outstanding that under the law could give rise to such liens) affecting the mortgaged property which are or may be liens prior to, or equal or coordinate with, the lien of the mortgage.

Ownership

Immediately prior to Newrez's purchase of the Servicing Rights and the transfer of the Mortgage Loan to the FHLB, the PFI was the sole legal, beneficial and equitable owner of record and holder of the Servicing Rights.

The Servicing Rights had not been assigned or pledged, and the PFI had good and marketable title thereto, and had full right to transfer and sell the Servicing Rights to Newrez free and clear of any encumbrance, equity, participation interests, lien, pledge, charge, claim or security interest and had full right and authority subject to no interest or participation of, or agreement with, any other party, to sell and assign the Servicing Rights pursuant to the SPSA and on the purchase date Newrez received good and marketable title to the Servicing Rights free of any encumbrance, equity, participation interest, lien, pledge, charge, claim or security interest.

There is no litigation pending or, to the best of the PFI's knowledge, threatened, affecting or relating to the PFI which may in any way effect, by attachment or otherwise, the title or interest of Newrez in and to the Servicing Rights, Mortgage Loan, the mortgaged property or the related mortgage note or security instrument.

Occupancy of the Mortgaged Property

The mortgaged property is lawfully occupied by the mortgagor under applicable law. All inspections, licenses and certificates required to be made or issued with respect to all occupied portions of the mortgaged property and, with respect to the use and occupancy of the same, including but not limited to certificates of occupancy and fire underwriting certificates, have been made or obtained from the appropriate authorities.

All mortgaged properties are currently insured against loss by fire, hazard or extended coverage insurance policies (including, where required by applicable rules or regulations, flood insurance policies) in conformity with and in an amount as required by applicable requirement.

No Satisfaction of Mortgage

The mortgage has not been satisfied, canceled, subordinated or rescinded, in whole or in part, and the mortgaged property has not been released from the lien of the mortgage, in whole or in part, nor has any instrument been executed that would affect any such release, cancellation, subordination or rescission.

The PFI has not waived the performance by the mortgagor of any action, if the mortgagor's failure to perform such action would cause the Mortgage Loan to be in default resulting from any action or inaction by the mortgagor.

No Servicing Restrictions

No servicing agreement has been entered into with respect to the Mortgage Loan, or if any such servicing agreement has been entered into it has been terminated, and there are no restrictions, contractual, statutory or otherwise, which would impair the ability of Newrez or Newrez's designees to service the Mortgage Loan.

No Refinance Agreements

Neither the PFI nor any of the PFI's affiliates have entered into an agreement, formal or informal, with the mortgagor during the initial origination process of the Mortgage Loan to refinance the Mortgage Loan at some future date as an inducement for the mortgagor to enter into the original mortgage transaction.

No Adverse Selection

The PFI used no adverse selection procedures in selecting the Mortgage Loan from among the outstanding first lien residential Mortgage Loans owned by it which were available for sale to the FHLB, as applicable.

Right of Rescission

With respect to refinance loans, the borrower's Right of Rescission has not been waived.

No Graduated Payment or Shared Appreciation Feature

The Mortgage Loan is not a “graduated payment mortgage loan” and the Mortgage Loan does not have a shared appreciation or other contingent interest feature.

No Construction or Rehab Loan.

Except as may be permitted by the FHLB, no Mortgage Loan was made in connection with the construction or rehabilitation of a mortgaged property.

No Liabilities

There are no liabilities of the PFI with respect to the Mortgage Loan, with respect to facts or circumstances prior to the date on which Newrez purchased the Servicing Rights for which Newrez would be responsible as a result of its purchase of the Servicing Rights.

No HOEPA Loans

No Mortgage Loan is a High Cost Loan regardless of whether the Originator or the PFI is exempted from applicable state or local law by virtue of federal preemption, provided that, any Mortgage Loan secured by a Mortgaged Property in Illinois characterized as a “threshold” loan shall not be a “high cost” loan unless it is characterized as “predatory” under applicable local law. The PFI has implemented and conducted compliance procedures to determine if each Mortgage Loan is a High Cost Loan under Applicable Requirements and performed a review of the disclosure provided to the related Borrower in accordance with such laws and the related Mortgage Note in order to determine that such Mortgage Loan, if subject to any such law, does not violate any such law. No Mortgage Loan has an “annual percentage rate” or “total points and fees” (as each such term is defined under HOEPA) payable by the Borrower that equals or exceeds the applicable thresholds as defined under HOEPA (as defined in 12 CFR 226.32 (a)(1)(i) and (ii)). No Mortgage Loan is in violation of any comparable state or local law. No Mortgage Loan is a Covered Loan. Each Mortgage Loan is in compliance with the anti-predatory lending eligibility for purchase requirements of Fannie Mae.

Qualified Mortgage

With respect to each Mortgage Loan, where an application for the Mortgage Loan was taken on or after January 10, 2014, such Mortgage Loan (i) complies with the “ability to repay” standards as set forth in Section 129C(a) of the federal Truth-in-Lending Act, 15 U.S.C. 1639c(a), as further noted in Regulation Z, 12 C.F.R. Part 1026.43(c), as may be amended from time to time; (ii) is a “Qualified Mortgage” as defined in Section 129C(b) of the federal Truth-in-Lending Act, 15 U.S.C. 1639c(b) and as further defined in Regulation Z, 12 C.F.R. Part 1026.43(e) and the applicable implementing rules for Qualified Mortgages created by the CFPB, HUD, VA, USDA or other relevant Agency as may be amended from time to time, where the annual percentage rate did not exceed the average prime offer rate for a comparable transaction as of the date the interest rate was set by 1.5% or more for a first lien loan, or by 3.5% or more for a subordinate lien-loan; and (iii) has a Mortgage File that contains all necessary third-party records and other evidence and documentation to demonstrate such compliance with 12 C.F.R. Part 1026.43(c) and 12 C.F.R. Part 1026.43(e).

No Fraud

No fraud, error, omission, misrepresentation, negligence or similar occurrence with respect to a Mortgage Loan has taken place (i) on the part of the PFI, originator or any other prior owner, the Borrower, or any other Person, including, without limitation, any servicer, any appraiser, builder, developer, escrow agent, broker or correspondent, closing or settlement agent, closing attorney, realtor, title company or any other party involved in the solicitation, origination, sale or servicing of the Mortgage Loan or in the determination of the value of the Mortgaged Property or the sale of the Mortgaged Property, or (ii) in the application for any insurance in relation to such Mortgage Loan or in connection with the sale of such Mortgage Loan to the Purchaser, or (iii) that would impair in any way the rights of the Purchaser in the Mortgage Loan or Mortgaged Property or that violated Applicable Requirements. No party included in (i) above has made any representations to the Borrower that are inconsistent with the Mortgage Loan Documents.

Third Party Originations

In addition to all other representations and warranties stated in this Newrez Guide, the PFI represents and warrants the following with respect to each Mortgage Loan which was completely or partially originated, underwritten, closed, funded or packaged by any entity other than the PFI (each such Mortgage Loan, a “TPO Mortgage Loan”)

- The PFI has received written authorization from FHLB to sell to Newrez TPO Mortgage Loans which comply with the terms and conditions of the FHLB MPP Guide and this Newrez Guide, such authorization has not been rescinded, terminated or revoked by FHLB and Newrez and the sale of such TPO Mortgage Loan to Newrez will not be inconsistent with, or exceed, any limitations or restrictions stated in such authorization;
 - The PFI has implemented, and the TPO Mortgage Loan was subject to,
 - Prudent third-party origination risk management
 - Procedures which identify potential deficiencies in TPO Mortgage Loans including, but not limited to misrepresentations of borrower income and assets and inaccurate appraisal reports;
 - During the time the TPO Mortgage Loan was being originated, and at the time of the sale of the TPO Mortgage Loan to Newrez, each entity that participated in the origination of the TPO Mortgage Loan (each, a “TPO”)
 - Was duly organized, validly existing and in good standing under the laws of such TPO’s state of organization and
 - Had all licenses, registrations and certifications in all applicable jurisdictions and such licenses, registrations and certifications were in full force and effect at such times;
 - Each TPO complied with all applicable agreements, contracts, laws and regulations with respect to, and the violation of which might adversely affect, the TPO Mortgage Loan, or result in any cost or liability to Newrez;
 - The TPO and the TPO Mortgage Loan comply with all FHLB requirements for third party originated Mortgage Loans; and
 - For purposes of this representation and warranty, the PFI’s use of a “contract underwriter” will not, by itself, cause a Mortgage Loan to be considered a TPO Mortgage Loan. In addition, a Mortgage Loan that is partially originated or funded by the PFI’s parent corporation, or any other affiliate of the PFI, will not be considered a TPO Mortgage Loan as long as no unaffiliated third party participated in any other aspect of the origination or funding of the Mortgage Loan.
-

Section 3.3: General Covenants of PFI

General Covenants

The PFI covenants the information contained in this Section 3.3 without limitation and in addition to any other covenants made in the SPSA, with respect to the Servicing Rights sold to Newrez and the related Mortgage Loan.

Completion and Delivery of Documents

The PFI shall properly complete and transmit all of Newrez's forms in a timely manner and in accordance with the requirements set forth in this Newrez Guide and the instructions provided by Newrez. All information contained in any form or communication sent or given to Newrez by or on behalf of the PFI shall be true, correct and complete.

Use of Newrez's Name

The PFI shall confine its use of the Newrez logo to those uses specifically authorized in this Newrez Guide. The PFI may not use Newrez's logo to obtain any mortgage-related services.

Inspection of Records

The PFI shall permit Newrez and its agents during normal business hours to inspect all books and records of the PFI pertaining to:

- Its mortgage lending operations, and
 - Any Mortgage Loan relating to Servicing Rights purchased by Newrez from the PFI.
-

Credit Information

With respect to each Mortgage Loan related to Servicing Rights offered for sale to Newrez by the PFI, the PFI has full right and authority and is not precluded by law or contract from furnishing Newrez with the applicable consumer report (as defined in the Fair Credit Reporting Act, Public Law 91-508) and all other credit information relating to such Mortgage Loan and Newrez shall not be precluded from furnishing such materials to any purchaser or prospective purchaser of Servicing Rights.

No Discrimination

The PFI has not, and will not, discriminate against credit applicants on the basis of race, religion, national origin, sex, marital status, age (provided that the applicant has the ability to enter into a binding contract) or because all or a part of the applicant's income is derived from any public assistance program. In addition, the PFI has complied with all anti-redlining provisions of state and federal statute and regulation.

Additional Information

PFI shall provide complete, true and correct data and documentation as required by the applicable FHLB in connection with each sale of Mortgage Loans and Servicing Rights.

Commencement of Servicing

If Newrez agrees to purchase the Servicing Rights, Newrez shall commence servicing the applicable Mortgage Loans concurrent with the sale of the Mortgage Loans to the applicable FHLB

Settlement

PFI shall be solely responsible for selling the Mortgage Loans to the FHLB and having Newrez designated as the Servicer of such Mortgage Loans. All Mortgage Loans must be sold to the FHLB, without recourse.

Further Assurances

The PFI shall, from time to time, upon the request of Newrez and without further consideration, do, execute, acknowledge, and deliver or cause to be done, executed, acknowledged and delivered all such further acts, deeds, assignments, documents, instruments, transfers and assurances as Newrez may reasonably request to confirm and perfect Newrez's right, title, and interest in and to, and possession of, the Servicing Rights and the Servicing Files

Section 3.4: Transfer of Servicing Covenants

Internal Revenue Service Forms

The PFI shall mail, on or before the date required by law, all Internal Revenue Service required forms to all parties entitled to receive same for the period from January 1 until the Transfer Date. The PFI shall provide copies of such forms to Newrez upon request. Newrez shall make such Internal Revenue Service filings pertaining to events on and after the Transfer Date

Social Security Numbers

The Mortgage Loan has a certified Social Security number as required by the Internal Revenue Service or, if the Mortgage Loan does not have a certified Social Security number, the PFI has exercised due diligence (as defined by Internal Revenue Service regulations) to obtain such a number. Loans with only an Individual Taxpayer Identification Number (ITIN) and no Social Security Number are not acceptable.

Internal Revenue Service Forms

All Internal Revenue Service forms, including, but not limited to, forms 1099, 1099A and 1098, as appropriate, which are required to be filed with respect to the Mortgage Loan for activity occurring on or before year end of the preceding calendar year have been filed.

Escrow Analysis

If the Mortgage Loan was originated more than twelve (12) months prior to the Transfer Date, the PFI has properly conducted such escrow analyses with respect to the Mortgage Loan as required under applicable law. Any adjustment to the mortgagor's escrow payment, refunds of escrow overages and collections of escrow shortages have been made in accordance with all applicable law.

Mortgage Payments Received Prior to Transfer Date

Prior to the Transfer Date, all payments received by the PFI with respect to each Mortgage Loan shall be properly applied by the PFI to the account of the related mortgagor.

Mortgage Payments Received On or After Transfer Date

A NOTE REGARDING DATES: The Funding Schedule includes both Paid to Dates & Due Dates. The “Paid to Dates” are “interest paid to dates” and are a month behind the “due date” of the next payment. For example: a “paid to date” of 9/1/14 means the next payment due is 10/1/14.

Any payment, with respect to a Mortgage Loan received by the PFI on or after the Transfer Date, that is before the Scheduled Paid to Date per the funding schedule shall be properly applied by the PFI to the account of the related mortgagor.

Example: Scheduled Paid to Date on the Funding Schedule is 10/1/2014 (meaning the payment due 11/1/14 is owed to Newrez); any and all payments DUE 10/1/14 or prior should be applied by the PFI to the account of the related mortgagor.

Any payment, with respect to a Mortgage Loan received by the PFI on or after the Transfer Date, that is for the Scheduled Paid to Date per the funding schedule shall not be processed by the PFI but shall instead be forwarded to Newrez at the PFI’s expense.

Example: Scheduled Paid to Date on the Funding Schedule is 8/1/2014; the payment due 9/1/14 should be forwarded to Newrez.

The PFI shall accumulate such payments and forward them to Newrez every second business day via overnight mail. After the first day of the third month following the month in which the Transfer Date occurs, any payment received by the PFI with respect to a Mortgage Loan shall be forwarded by the PFI to Newrez by regular mail within five (5) business days of the PFI’s receipt thereof.

Section 3.5: Treatment of Confidential Information

Introduction

The PFI shall not use Confidential Information (as defined below) for any purpose other than performing the PFI’s obligations under the SPSA and this Newrez Guide.

Definition

"Confidential Information" shall mean and include information about Newrez's hardware, software, screens, specifications, designs, plans, drawings, data, prototypes, discoveries, research, developments, methods, processes, procedures, improvements, 'know-how', compilations, market research, marketing techniques and plans, business plans and strategies, customer names and all other information related to customers, price lists, pricing policies and financial information or other business and/or technical information and materials in oral, demonstrative, written, graphic or machine-readable form, which is unpublished, not available to the general public or trade, and which is maintained as confidential and proprietary information by Newrez for regulatory, customer relations, and/or competitive reasons.

Confidential Information shall also include such confidential and proprietary information or material belonging to Newrez or to which the PFI may obtain knowledge or access through or as a result of the performance of its obligations under the SPSA.

Confidential Information also includes any information described above which Newrez has obtained in confidence from another party who treats such information as proprietary or designates it as confidential information, whether or not owned or developed by Newrez.

Privacy

All Confidential Information shall be held in confidence by the PFI to the same extent and in at least the same manner as the PFI protects its own confidential or proprietary information, but in no event less than the extent or manner that a reasonable prudent person would hold such Confidential Information under similar circumstances.

The PFI shall not disclose, publish, release, transfer or otherwise make available Confidential Information in any form to, or for the use or benefit of, any person or entity without Newrez's written consent.

Gramm-Leach-Bliley Act of 1999

The PFI may, however, disclose relevant aspects of Confidential Information to the PFI's officers, agents,

subcontractors, and employees to the extent that such disclosure is reasonably necessary to facilitate the PFI's performance of its duties and obligations under the SPSA and such disclosure is not prohibited by the Gramm-Leach-Bliley Act of 1999 (Public Law 106-102, 113 Stat. 1138), as it may be amended from time to time (the "GLB Act"), the regulations promulgated thereunder or other applicable law; provided, however, that the PFI shall take all reasonable measures to ensure that Confidential Information is not disclosed or duplicated in contravention of the provisions of the SPSA by such officers, agents, subcontractors and employees.

The PFI shall also advise Newrez in writing of any misappropriation, or unauthorized disclosure or use by any person of Confidential Information which may come to the PFI's attention and take all steps reasonably requested by Newrez to limit, stop or otherwise remedy such misappropriation, or unauthorized disclosure or use.

If the GLB Act, the regulations promulgated thereunder or other applicable law now or hereafter in effect imposes a higher standard of confidentiality with respect to the Confidential Information, such standard shall prevail over the provisions of this Newrez Guide.

The PFI shall not make any more copies of Newrez's written or graphic materials containing Confidential Information than is necessary for the PFI's use under the terms of the SPSA, and each such copy shall be marked with the same proprietary notices as appear on the originals.

The PFI shall protect Confidential Information in at least the same manner as it protects its own confidential information, but in no event less than the manner Confidential Information would be protected by a reasonable prudent person under similar circumstances.

EXCEPTIONS TO OBLIGATION TO PROTECT

Notwithstanding anything in the SPSA or this Newrez Guide to the contrary, the PFI shall not have any obligation with respect to any Confidential Information, or any portion thereof, which the PFI can establish by competent proof (including, but not limited to, ideas, concepts, 'know-how' techniques and methodologies):

- Is or becomes generally known to companies engaged in the same or similar businesses as Newrez on a non-confidential basis, through no wrongful act of the PFI
- Is lawfully obtained by the PFI from a third party which has no obligation to maintain the information as confidential and which provides it to the PFI without any obligation to maintain the

information as proprietary or confidential

- Was known prior to Newrez's disclosure to the PFI without any obligation to keep it confidential as evidenced by tangible records kept by the PFI in the ordinary course of the PFI's business
- Is independently developed by the PFI without reference to the Confidential Information
- Is the subject of a written agreement whereby Newrez consents to the PFI's use or disclosure of such confidential information.

If the PFI or any of its representatives becomes subject to a legal obligation in any administrative or judicial circumstance to disclose any Confidential Information, the PFI must give Newrez notice thereof so that Newrez may seek a protective order and/or waive the duty of nondisclosure; provided that in the absence of such order or waiver, if the PFI or any such representative shall, in the reasonable opinion of its counsel, stand liable for contempt or suffer other censure or penalty for failure to disclose, disclosure pursuant to the order of such tribunal may be made by the PFI or its representative without liability hereunder.

CONTINUATION OF OBLIGATION UPON TERMINATION OF AGREEMENT

For as long as the PFI continues to possess or control Confidential Information, and for so long as the Confidential Information remains unpublished, confidential and legally protectable as the intellectual property of Newrez, except as otherwise specified in the SPSA or this Newrez Guide, the PFI shall make no use of such Confidential Information whatsoever, notwithstanding the expiration or termination of the SPSA.

The expiration or termination of the SPSA shall not be deemed to give the PFI a right or license to use or disclose Confidential Information.

Any materials or documents, including copies thereof, which contain Confidential Information, shall be promptly returned by the PFI to Newrez upon Newrez's request.

Upon termination or expiration of the SPSA, all materials or documents, including copies thereof, which contain Confidential Information shall be promptly returned by the PFI to Newrez or destroyed.

The unauthorized disclosure or use of any Confidential Information may cause immediate or irreparable injury to Newrez, and Newrez may not be adequately compensated for such injury in monetary damages.

Therefore, Newrez shall be entitled to seek any temporary or permanent injunctive relief necessary to prevent such unauthorized disclosure or use, or threat of disclosure or use, and consents to the jurisdiction of any federal or state court of competent jurisdiction sitting in St. John's County, Florida for purposes of any suit

hereunder and to service of process therein by certified or registered mail, return receipt requested.

Section 3.6: Remedies for Breach

Introduction

The remedies outlined in this chapter will be available to Newrez for any breach of the SPSA, including the representations, warranties and covenants or any other requirements stated in this Newrez Guide.

Repurchase

Upon discovery by either the PFI or Newrez of a breach of any representation, warranty or covenant made by the PFI with respect to the Mortgage Loans or the Servicing Rights relating to a Mortgage Loan, the party discovering such breach shall give prompt written notice to the other party.

Repurchase Demand for Breach of SPSA

Upon Newrez's receipt of such notice or Newrez's independent discovery of a breach by the PFI, Newrez may, in its sole and absolute discretion, without regard to the PFI's actual or implied knowledge of the breach (except to the extent that the applicable representation, warranty or covenant is expressly conditioned upon the PFI's knowledge) in addition to and without limitation as to any other remedy accruing to Newrez, demand that the PFI repurchase the Servicing Rights.

Receipt of a Repurchase Demand

Within thirty (30) calendar days of the PFI's receipt of a repurchase demand, the PFI shall either:

- Cure the breach in all material respects, or
- Without any adjustment on the basis of fees or charges borne by the PFI, repurchase the Servicing Rights for an amount (the "Servicing Repurchase Amount") equal to the sum of:
 - The purchase price paid for the Servicing Rights by Newrez at the time of purchase, applied to the outstanding principal balance due and owing on the Mortgage Loan as of the date of

- repurchase,
- Accrued and unpaid interest up to the first day of the month following the date of repurchase,
- Any accrued interest and other amounts advanced by Newrez with respect to the applicable Mortgage Loan and,
- All out-of-pocket costs and expenses incurred by Newrez in connection with the repurchase of the Servicing Rights, including all documentary stamp taxes, recording fees, transfer taxes, servicing or subservicing fees (including fees that may be incurred subsequent to the repurchase date associated with the transfer of servicing back to the PFI), attorney's fees, court costs, and legal expenses,

In the event the repurchase is not completed by the invoice due date on the repurchase demand, Newrez may net fund (set-off) the amount from subsequent amounts due the PFI.

Investor Repurchase Demand

In the event the Investor demands that Newrez or the PFI repurchase a Mortgage Loan, and the Servicing Rights to that Mortgage Loan were acquired by Newrez from the PFI pursuant to the SPSA, the PFI shall repurchase the Mortgage Loan from Newrez or the Investor, as applicable, and the related Servicing Rights from Newrez no later than ten (10) days after the PFI's receipt of written demand from Newrez.

The repurchase price shall be an amount equal to the sum of either:

- The applicable Servicing Repurchase Amount, or
 - The repurchase amount specified for the Mortgage Loan by the Investor in the repurchase demand delivered to Newrez.
-

Request for Reconsideration

The PFI may ask Newrez to submit further information to the Investor and to request that the Investor reconsider its repurchase request.

Newrez may request such reconsideration unless Newrez believes in good faith that there is no basis to request reconsideration or that such request would be injurious to its business relationship with the Investor.

Newrez's determination with respect to any such request for reconsideration shall be final.

Early Payment Default (“EPD”) After Transfer

If any of the first four (4) monthly payments payable to Newrez after the Servicing Rights to a Mortgage Loan are purchased by Newrez from the PFI becomes ninety (90) days delinquent, the Mortgage Loan is considered an EPD and the PFI must, upon receipt of demand from Newrez, repurchase/reimburse the Servicing Rights at the Servicing Repurchase Amount. In addition to the Servicing Repurchase Amount the PFI shall pay a non-refundable EPD fee to Newrez in the amount of \$1,500 for each conventional Mortgage Loan.

Default Definition: A Mortgage Loan will be considered “ninety (90) days delinquent” if a payment due on the first day of the month is not received by Newrez on or before the last day of the second month following the month in which such payment was due.

Example: If the January 1st payment for a Mortgage Loan were not made on or before March 31st, the Mortgage Loan would be considered ninety (90) days delinquent.

Failure to Pay by Due Date

The amounts payable under this Section 3.6 are due from the PFI within thirty (30) calendar days of receipt of the related request made by Newrez. In the event funds are not received by the applicable due date, Newrez may pursue additional remedies available to it as described in the SPSA or this Newrez Guide or otherwise available at law or in equity, including without limitation its right of offset in the form of net funding the amount due from future purchases or otherwise retaining amounts due the PFI.

Indemnification

The PFI shall indemnify Newrez against, and hold Newrez and its directors, officers and controlling persons harmless from and against any and all losses, liabilities, costs, obligations, damages, penalties, fines, forfeitures, real estate judgments and any other costs, fees and expenses directly or indirectly resulting from or arising out of, or is based upon (a) any breach of any representation, warranty or covenant made by the PFI herein or under the SPSA, (b) any failure by the PFI to perform its obligations herein or under the SPSA, (c) any failure by the PFI or any prior servicer to service the Mortgage Loans in strict compliance with accepted servicing practices, (d) any failure by the originator of the Mortgage Loans to originate the Mortgage Loans in strict compliance with applicable requirements or (e) the actions or failures to act (including statements or

omissions made, or information provided, by the PFI to Newrez) by PFI, any prior owner, prior holder or prior servicer in connection with the related Mortgage Loans.

The foregoing indemnification shall include, but not be limited to, costs incurred by Newrez in connection with enforcing its rights herein and under the SPSA or defending against any claim, demand or assertion against Newrez by a third party arising out of the foregoing.

The PFI's indemnification obligation under this section shall survive the purchase and delivery of the Servicing Rights, the liquidation or repurchase of the related Mortgage Loans and any suspension or termination of the PFI's selling privileges or the termination of the SPSA.

Offset

Newrez may offset against the price for any Servicing Rights delivered for purchase by the PFI any outstanding amounts owed to Newrez by the PFI or any affiliate of the PFI pursuant to the SPSA, this Newrez Guide or any other Program Document including, but not limited to:

- Fees, penalties and expenses arising out of the PFI's failure to timely deliver any final documentation;
- Pair-off fees, penalties or charges relating to delivered or undelivered Mortgage Loans;
- Costs and expenses arising out of the PFI's breach of any of its representations, warranties or covenants under the SPSA this Newrez Guide or any other Program Document.
- Repurchase invoices, indemnifications, EPO fees, EPD fees; and
- Costs and expenses incurred by Newrez as a result of action taken by Newrez based on its reasonable belief that the PFI is no longer able to fulfill its obligations under the SPSA and this Newrez Guide, including its repurchase and indemnification obligations pursuant to this section.

Suspension or Termination of Selling Privileges

Newrez may, in its sole and absolute discretion, suspend or terminate the PFI's selling privileges for any reason including, but not limited to, the following:

- The PFI fails to perform any of its obligations under the SPSA or this Newrez Guide within the prescribed time period
- any representation or warranty made in the SPSA or this Newrez Guide is untrue in any material respect

- The PFI fails to meet the eligibility requirements contained in the Newrez FHLB Servicing Released Program and this Newrez Guide
 - The PFI's Fidelity and/or Errors and Omissions Insurance is canceled and no replacement coverage is obtained
 - Newrez discovers that excessive delinquencies have occurred with respect to Mortgage Loans relating to the Servicing Rights purchased from the PFI
 - Adverse selection by the PFI
 - Newrez considers suspension or termination necessary to protect its interests or enforce its rights
-

Ineligible for New Commitments

During a period of suspension or following termination, the PFI shall be ineligible to obtain new commitments. Unless otherwise specified by Newrez, Newrez shall purchase Servicing Rights under commitments outstanding at the time the termination or suspension becomes effective.

Newrez shall, in conjunction with the FHLB, determine the duration of any period of suspension and shall prescribe the terms and conditions for reinstatement.

Prior Warning and Notification of Suspension/Termination

Before notifying the PFI of suspension or termination of the PFI's selling privileges, Newrez may, in conjunction with the FHLB, issue a warning to the PFI that it has violated, is violating, or is about to violate one or more of the provisions of the SPSA or this Newrez Guide, and that unless corrective action is taken within a specified time period, suspension or termination of the PFI's selling privileges may result. This warning may be given by Newrez as part of an audit report or as a result of any other review or investigation of the PFI by Newrez.

Newrez will generally provide the PFI with at least thirty (30) days prior written notice of its intent to suspend or terminate the PFI's selling privileges.

Immediate Suspension or Termination

Certain violations of the SPSA and this Newrez Guide are viewed as particularly serious offenses. In such cases, Newrez may determine that a shorter notice period is necessary or advisable to protect Newrez's

interests, and Newrez may act without prior written notice to suspend or terminate the PFI's selling privileges.

PFI's Right to Appeal

If prior written notice is not provided, suspension or termination of the PFI's selling privileges will become effective upon verbal notice from Newrez to the PFI. Written confirmation of verbal notice will follow with a statement of the basis for the suspension or termination.

The PFI may file a written statement requesting any action or proposed action by Newrez to suspend or terminate the PFI's selling privileges be reversed or modified.

This statement need not be in any particular form, but should specify any mitigating circumstances and other information deemed relevant by the PFI.

The statement must be postmarked or hand delivered to Newrez no later than fifteen (15) calendar days after the date the PFI receives the above described written notice from Newrez.

If prior written notice is not provided, the PFI's written statement must be postmarked or hand delivered no later than fifteen (15) calendar days after the date the PFI receives written confirmation of the decision to suspend or terminate.

If a written statement is received within the required time period, Newrez will determine whether the suspension or termination (and the effective date thereof) will be delayed pending review of the PFI's written statement.

The PFI's written statement will be evaluated to determine whether to affirm, reverse or modify the action or proposed action to suspend or terminate.

Written notice of the determination to affirm, reverse or modify will be mailed to the PFI within thirty (30) days of receipt of the PFI's written statement.

Remedies Cumulative

All rights and remedies of Newrez under the SPSA and this Newrez Guide are in addition to all other rights

and remedies available to Newrez in law or equity. Newrez may exercise its rights and remedies concurrently, independently or in succession and all such rights and remedies shall inure to the benefit of Newrez, its successors and/or assigns.

The failure of Newrez to exercise any of its remedies under the SPSA and this Newrez Guide with respect to a breach or default of the PFI does not constitute a waiver of such remedy with respect to such breach or default or any subsequent breach or default.

Early Payoff (“EPO”) Servicing Released Premium Protection

In the event that any Mortgage Loan relating to Servicing Rights sold by the PFI to Newrez prepays in full within one hundred and twenty (120) days of the **Agency Purchase Date**, the PFI shall remit the purchase price received by the PFI for the Servicing Rights within thirty (30) days of written notice from Newrez.

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Exhibit 1 Selling PFI Information Sheet

Complete and return as instructed in Chapter 1 of this Manual.

Selling PFI Information			
Selling PFI Name:			
Selling PFI Number:			
Street / Overnight Delivery Address:			
City, State, and Zip Code:			
Mailing Address (if different from above):			
City, State and Zip Code:			
Selling PFI Toll-Free Telephone Number:			
Selling PFI Main Telephone Number:			
Selling PFI Borrower Correspondence Address (If different from above):			
City, State, and Zip Code			
Selling PFI Contact Names	Name	Telephone	Email
Primary Contact:			
Secondary Contact:			
Mortgage Loan File Delivery Contact:			
Funding Contact:			

Selling PFI Wire Instructions	Information
Depository Name:	
Address:	
City, State, Zip Code:	
ABA Number (9 digits):	
Account Number:	
Account Name:	

Exhibit 2 Sample Purchase Advice



Co-Issue Purchase Advice

FUNDING DATE: 2/2/2024

CLIENT: ABC Mortgage Company (60000)

Commitment Date	Borrower Name	Seller Loan ID	Servicer Loan Number	Agency Loan Number	Agency Purchase Date	First Payment Date	First Due NewRez	Loan Type
1/16/2024	Smith	999123	300111222	9988888	1/16/2024	2/1/2024	2/1/2024	Conventional
1/16/2024	Doe	999124	300222333	9777777	1/16/2024	2/1/2024	2/1/2024	Conventional

Loan Term	Interest Rate	Interest Shortfall Flag	Original Loan Amount	Current UPB	SRP	Purchase Price	Escrow Netted	Buydown Netted	Total Fees	Interest Shortfall	Total Proceeds
360	3.990	TRUE	\$104,000.00	\$104,000.00	0.956	\$970.32	(\$1,419.36)		(\$370.00)	(\$324.13)	(\$1,223.17)
180	2.625	TRUE	\$340,000.00	\$340,000.00	0.956	\$3,250.40	(\$1,373.28)		(\$370.00)	(\$672.92)	\$754.20
	2.945		\$444,000.00	\$444,000.00	1.912	\$4,220.72	(\$2,792.64)		(\$740.00)	(\$997.05)	(\$468.97)

FUNDING SUMMARY
Original Loan Amount
Current UPB
Purchase Price
Escrow Balance
Transaction Fee
Tax Serv Fee
Interest Shortfall
Total Proceeds

NewRez Wiring Instructions
Beneficiary Name: NEWREZ LLC NewREZ - CoIssuance
Bank Name: Citi Bank N.A.
Bank Address: New York, NY 10013
ABA #: 021000089
Account #: 51001644

Exhibit 3 Newrez Wiring Instructions

Bank: Citi Bank N.A.

Bank Address: New York, NY 10013

ABA: 021000089

Acct Name: NEWREZ LLC Newrez Co-Issuance

Acct #: 51001644

Contacts: Alba Suarez 484-567-4284
Bonnie Voorhees 267-705-4611

*Please note: The above wire information is to be used for purchase advice related transactions only.

Exhibit 4 Notice of Servicing Transfer

DATE

Name 1, Name 2

Mailing Address City, State, and

Zip Re: PFI Loan #: xxxxxx-x

Property Address: Property address, City, State and

Zip Dear Customer:

The servicing of your mortgage loan, that is, the right to collect payments from you, is being assigned, sold or transferred from (Current Servicer) to Newrez, LLC ("Newrez") effective [transfer date]. Newrez is responsible for such things as paying your property taxes, homeowners insurance, issuing billing statements and preparing year-end statements.

Notice of Assignment, Sale, or Transfer of Servicing Rights

The transfer of the servicing of your mortgage loan does not affect any term or condition of the mortgage instruments, other than directly related to the servicing of your loan. Except in limited circumstances, the law requires that your present servicer send you this notice at least 15 days before the effective date of transfer, or at closing.

Your Present Servicer

Your present servicer is (Current Servicer). If you have any questions relating to the transfer of servicing from

(Current Servicer), call Customer Service, toll-free, at (phone number) between (List hours of operations and which days of the week opened)

Your New Servicer Contact and Payment Remittance Address

Your new servicer will be Newrez, LLC. The address to send correspondence is: P. O. Box 10826, Greenville, SC 29603-0826. The address to send payments is: P. O. Box 650840, Dallas, TX 75265-0840. The toll-free telephone number is 1-866-317-2347. If you have any questions relating to the transfer of servicing to your new servicer, call Customer Service, toll-free at 1-866-317-2347, Monday through Friday from 8:00 a.m. to 9:00 p.m. and Saturday 10:00 a.m. to 2:00 p.m., Eastern Time. Please write your new loan number on all checks and correspondence and have your number available when you call.

Information Concerning Your Payments

Your present servicer (Current Servicer) will stop accepting a payment from you after [one day before effective date]. The date that your new servicer, Newrez, will start accepting payments from you is [effective date]. Mail all payments on or after that date to the provided address. Newrez will send you a new billing statement. If you have a payment due before you receive your new billing statement, write your current [loan number] on your check and mail it to the payment address shown above. Please note that your account information is subject to change to reflect disbursements that is made by and payments that are due to, (Current Servicer).

If you currently have your mortgage payment automatically paid from your bank account this service may not continue after the time of transfer. Upon your loan file being received and then serviced at Newrez, you may then access on-line their automatic draft option. Until your automatic payments are established, please continue to mail your payments to the address shown above.

The transfer of servicing rights may affect the terms of or the continued availability of mortgage life, disability, accidental death insurance or any other type of optional insurance in the following manner. If you currently have optional insurance. We will not continue to bill you for the same premium. Please contact your insurance carrier to make payment arrangements.

It has been a pleasure for (Current Servicer) to have serviced your account.

Newrez looks forward to providing you with prompt and professional service throughout the life of your mortgage.

Very truly yours,

(Current Servicer)

Exhibit 5 Mortgage Loan File Checklist

Borrower Name	
PFI Loan Number	
Newrez Loan Number	

The Selling PFI must send all required original custodial documents to the Program Custodian at the address shown in the Guide.

The Selling PFI should upload the following documents through the PFI Document Upload functionality on the Website. See Sections 5.1 of this manual for delivery time frame and Mortgage Loan File transfer requirements.

- 1. Mortgage Loan File Checklist (Exhibit 5) with enclosed items checked
- 2. Notice of Servicing Transfer (Exhibit 4)
- 3. Initial Aggregate Escrow Statement or Escrow Waiver
- 4. Security Instrument: Mortgage / Deed of Trust
- 5. Assignment from Selling PFI to MERS, if applicable
- 6. Loan Application
- 7. Loan Estimates
- 8. Service Providers List
- 9. Note with all riders and addenda
- 10. All Closing Disclosures and Change of Circumstance Forms
- 11. Conventional Loans: Mortgage Insurance (MI) Certificate (if applicable) and notice letter to MI company that servicing has been transferred to Newrez.

Government Loans: Copies of the insuring package and a copy of the government agency insurance certificate or loan guaranty, if applicable.
- 12. Hazard insurance policy with mortgagee clause to Newrez; or if not in Newrez's name, a Hazard Insurance Notification (Exhibit 9), as required by section 5.8.1 of this manual
- 13. Flood zone determination certificate with Life of Loan coverage with coverage to Newrez; or if not in Newrez's name, a Flood Insurance Notification (Exhibit 9), as required by Section 5.8.3 of this manual
- 14. Flood insurance policy (if applicable) with mortgagee clause to; Newrez's name, a Flood Insurance Notification (Exhibit 9), as required by Section 5.8.2 of the manual

- 15. Tax Information Sheet (Exhibit 7), or its equivalent, as required by Section 5.6 of this manual
- 16. Appraisal
- 17. Title policy / commitment
- 18. Form W9
- 19. Underwriting file (including documents required by Guides)
- 20. Buydown Agreement and Buydown Plans
- 21. Notice of Right to Cancel (Right of Rescission)
- 22. Mortgage Loan File with Payments History (if applicable)

Prepared by:

Date:

Telephone:

Email Address:

Exhibit 6 Final Document Transmittal Template

To : Indecomm

From : Lender Name

Transmittal Date : mm/dd/yyyy

	Lender Client ID	Loan Number	Borrower Name	Document Type Sent (Mortgage/Title Policy/Assignment) (If more than one doc per loan, use next line)
1				
2				
3				
4				
5				

Confirmed by – Name:

Exhibit 7 Tax Information Sheet

Tax Information Sheet

Include this document in the Mortgage Loan File.

Newrez Loan Number: _____

Name of Borrower: _____

Date: _____

Property Address: _____ Street

City State Zip

Legal Description of Property: _____

COUNTY TAXING AUTHORITY OFFICE NAME:

Mailing Address of Tax Collector: _____ Street

City State Zip

Telephone Number _____

Tax ID / Parcel #	Tax Paid-Through Date	Last Amount Paid	Date of Last Payment
-------------------	-----------------------	------------------	----------------------

Est. Annual Tax	# of Installments Yearly	Next Economic Loss Date
-----------------	--------------------------	-------------------------

Current Assessed Value	Previous Value or Exempt
------------------------	--------------------------

CITY TAXING AUTHORITY OFFICE NAME:

Mailing Address of Tax Collector: _____ Street

	City	State	Zip
Telephone Number			

Tax ID / Parcel #	Tax Paid-Through Date	Last Amount Paid	Date of Last Payment
Est. Annual Tax	# of Installments Yearly	Next Economic Loss Date	
Current Assessed Value		Previous Value or Exempt	

SCHOOL TAXING AUTHORITY OFFICE NAME:

Mailing Address of Tax Collector:	Street		
	City	State	Zip
Telephone Number			

Tax ID / Parcel #	Tax Paid-Through Date	Last Amount Paid	Date of Last Payment
Est. Annual Tax	# of Installments Yearly	Next Economic Loss Date	
Current Assessed Value		Previous Value or Exempt	

OTHER TAXING AUTHORITY OFFICE NAME:

Mailing Address of Tax Collector:	Street		
	City	State	Zip
Telephone Number			

Tax ID / Parcel #	Tax Paid-Through Date	Last Amount Paid	Date of Last Payment
Est. Annual Tax	# of Installments Yearly	Next Economic Loss Date	
Current Assessed Value		Previous Value or Exempt	

Exhibit 8 Hazard Insurance Notification

Selling PFI's Name
NOTICE OF CHANGE OF SERVICER
HAZARD INSURANCE NOTIFICATION

Transferor:

Selling PFI's
Name Address

(000) 000-0000

New Mortgagee Clause

Payee-Code:

Newrez LLC
ISAOA ATIMA
P O BOX 7050
Troy MI 48007-7050

For properties located in Texas: Newrez Mortgage LLC

Payee:

Name of
Company
Address Address

Policy No.
New Mortgagee No.

Mortgagor Name
Property Address

Old Servicer
Loan No.

4242901600
1517997928

Borrower
1111 Street Address
Anywhere, NJ 11111

0012684361

Exhibit 9 Flood Insurance Notification

Selling PFI's Name
NOTICE OF CHANGE OF SERVICER
FLOOD INSURANCE NOTIFICATION

Transferor:

Selling PFI's
Name Address

(000) 000-0000

New Mortgagee Clause

Payee-Code:

Newrez LLC
ISAOA ATIMA
P O BOX 7050
Troy MI 48007-7050

For properties located in Texas: Newrez Mortgage LLC

Payee:

Name of
Company
Address Address

Policy No.
New Mortgage No.

Mortgagor Name
Property Address

Old Servicer
Loan No.

4242901600
1517997928

Borrower
1111 Street Address
Anywhere, NJ 11111

0012684361

Exhibit 10 PMI Insurance Notification

Selling PFI's Name
 NOTICE OF CHANGE OF SERVICER
 PMI INSURANCE NOTIFICATION

Transferor:

Selling PFI's
 Name
 Address

(000) 000-0000

New Mortgagee Clause

Payee-Code:

Newrez, LLC
 P.O Box 10826
 Greenville, SC, 29603

Payee:

Name of
 Company
 Address
 Address

(Master Policy Number: 000000000000000000)

Policy No.	Mortgagor Name	Old Servicer
New Mortgagee No.	Property Address	Loan No.

4242901600	Borrower	0012684361
1517997928	1111 Street Address Anywhere, NJ 11111	