



## **Administrator's Guidelines**

Escambia County Housing Finance Authority

**Big Splash TBA Single Family (Multi-County) Program**

**Freddie Mac HFA Advantage (Conventional) Program**

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**Revisions Summarized on Page vi**



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### REVISION TABLE

DATE	
8.23.21	Revision in connection with implementation of Freddie Mac HFA Advantage (Conventional) Program Option; incorporates original program elements as revised through the date hereof; separates guidelines for Conventional Program and Governmental Program for convenience.
5.6.22	<p>Increases Classic (Nonforgivable) DPA amount up to \$10,000. Removed the PartnerSHIP Program Option.</p> <p>Added Diane Martinez to the email list.</p> <p>DPA Wire Fee increased to \$16.00.</p>
12.21.22	<p>Removed Kimberly McClay from Guidelines.</p> <p>Page 28, Added – Who Signs the Program Forms? Chart</p>
10-09-23	<p>Added eHP FrontPorch information, various pages</p> <p>Page 2, updated eHP Contact Directory</p>

## I. THE ESCAMBIA COUNTY HOUSING FINANCE AUTHORITY TEAM



### **Escambia County Housing Finance Authority, Issuer**

Plans and implements programs, develops relationships with participating counties, structures the first mortgage programs and, if applicable, down payment/closing cost assistance programs, recruits lenders, sets the rate, term and points, assists with funding and financing, maintains county and lender relationships and markets the programs.

### **Participating Lenders**

Takes applications, reserves in their own system, processes, underwrites, approves, funds, closes and sells qualified loans to the programs. Lender must check with their own company on how to reserve a Program loan rate in its own system so that funds are available for closing (companies may have their own codes). Lenders are responsible for servicing first program loan in accordance with applicable agency requirements until they are purchased by the Master Servicer.

### **U.S. Bank, Master Servicer**

Provides training concerning underwriting information on acceptable loan products and the delivery and funding of Program loans. Receives all mortgage files, reviews mortgage files, post and notifies lenders of mortgage file exceptions, approves mortgage files, purchases first mortgage loans, pools and delivers loans, delivers certificate to Trustee or Issuer as applicable. Servicer is not obligated to purchase loans that do not comply with applicable requirements.

### **eHousingPlus, Program Administrator**

Maintains the program reservation system and website; posts Administrator's Guidelines, program forms and training materials; provides training on compliance issues and system; answers Program compliance questions, receives compliance files.

**CONTACT DIRECTORY**  
**954-217-0817 or Toll Free (888) 643-7974**  
**Select Option #2**

Question	Option #	email
Lender Training (Program & System)	Option #4	<a href="#">Click here</a>
Lender User Access (Credentials, Disabled Access, etc)	Option #1	<a href="#">Click here</a>
eHPay - Digital Payment of Compliance Fees	Option #3	<a href="#">Click here</a>
Program Eligibility Questions - READ THIS GUIDE FIRST	Option #2	<a href="#">Click here</a>
Deficiencies - To view and upload compliance file deficiencies	View compliance and Servicer defi's in <a href="#">eHP FrontPorch</a> using DigitalDocs App, Deficient Compliance Files drop down menu.	
Loan Specific Questions - If you have any questions related to a specific loan already reserved/rate locked in the eHPortal.	Post note in Collaboration Station within <a href="#">eHP FrontPorch</a>	
Credit underwriting questions, refer to their internal UW Department or US Bank	(800) 562-5165	<a href="#">Click here</a>
System Errors - Technical Assistance	Option #6	<a href="#">Click here</a>
DU Findings, DTI, Insurance, Collateral and Purchase of the loan questions all need to be addressed by the Servicer directly. eHousingPlus cannot assist you with questions related to these items.	(800) 562-5165	<a href="#">Click here</a>
Shipping First or Second mortgage closed loan files		
Questions regarding exceptions on first and second mortgage closed loan files		
U.S. Bank		

## II. THE ECHFA TBA PROGRAM – GENERAL INFORMATION

The Escambia County Housing Finance Authority (the “HFA”) Big Splash Single Family (Multi-County) Mortgage Loan Program (the “Program” or the “TBA Program”) serves many counties throughout Florida. Presently, loans may be originated through the Program in Alachua, Bay, Bradford, Escambia, Franklin, Gadsden, Gulf, Hernando, Indian River, Jackson, Jefferson, Leon, Madison, Marion, Martin, Okaloosa, Santa Rosa, St. Lucie, Taylor, Wakulla and Walton Counties.

The HFA presently offers its TBA Program as a Freddie Mac HFA Advantage Program (the “Conventional Program”) and as a Governmental Option Program. These guidelines apply only to the Conventional Program. For the Conventional Program, all loans must be guaranteed by Freddie Mac.

Loans that are insured or guaranteed by FHA, VA or USDA-RD should be directed to the HFA’s Single Family (Multi-County) Governmental Option Program.

Borrowers qualifying for a first mortgage under the TBA Program may choose to utilize the down payment and closing cost assistance products offered by the HFA (“DPA”).

**PLEASE NOTE THAT THE FIRST MORTGAGE INTEREST RATE AND THE AMOUNT AND TERMS ON THE DOWN PAYMENT ASSISTANCE MAY CHANGE AT ANY TIME WITHOUT NOTICE.**

### First Mortgage

The current interest rate on the First Mortgage is available on the eHousingPlus web page for the HFA TBA Program. The interest rate is only guaranteed at the time it is reserved on the eHousingPlus [eHPortal](#). Qualified borrowers will receive a 30-year, fixed rate, fully amortizing first mortgage loan with 360 level monthly payments. **Please note that the interest rate available for the First Mortgage depends on the type and amount of DPA assistance requested by the homebuyer.**

First mortgages and notes are exempt from Florida Documentary stamp tax if the required affidavit is recorded with the first mortgage. This legend must appear on all first mortgages:

**“THIS MORTGAGE IS EXECUTED AND DELIVERED IN CONNECTION WITH A LOAN MADE BY OR ON BEHALF OF A HOUSING FINANCE AUTHORITY. IT IS EXEMPT FROM THE DOCUMENTARY STAMP TAX PURSUANT TO THE PROVISIONS OF SECTION 159.621(2), FLORIDA STATUTES UPON THE FILING OF THE ATTACHED AFFIDAVIT.”**

The first mortgage and note are NOT exempt from Intangible Tax. Please note that **DEEDS ARE NOT EXEMPT from the Florida documentary stamp tax or intangible tax.**



### **Down Payment/Closing Cost Assistance**

In order to enhance the efficiency of the Program, the HFA provides down payment and closing cost assistance to first time homebuyers through loans and/or grants to assist in the purchase of residences.

**PLEASE NOTE THAT THE TYPE, AMOUNT AND TERMS OF THE DOWN PAYMENT ASSISTANCE MAY CHANGE AT ANY TIME WITHOUT NOTICE.**

### **Current Down Payment Assistance Product**

The down payment assistance (“DPA”) products currently being offered under the ECHFA TBA Program are as follows:

#### **The NEW Classic Nonforgivable DPA Option**

A non-amortizing, deferred NONFORGIVABLE loan (the “Nonforgivable DPA Loan”) secured by a second mortgage (the “Nonforgivable DPA Second Mortgage”). The Nonforgivable DPA Second Mortgage may ONLY be used with the HFA’s first mortgage. If a borrower qualifies for the HFA’s first mortgage, they automatically qualify for up to \$10,000, 0%, 30-year deferred DPA Loan (due upon sale, refinancing, transfer of title, or rental of the home if done within first 30 years) secured by a second mortgage. **The Nonforgivable DPA Loan is never forgiven.** Until otherwise notified the HFA will fund the **Nonforgivable** DPA Loan at closing and will service the **Nonforgivable** DPA Second Mortgage. The proceeds of the **Nonforgivable** DPA Loan may not be used to pay off debt, nor may any surplus proceeds be paid to the homebuyer over and above any reimbursement of fees paid prior to the close of escrow (i.e. Mortgage Lender may not use the **Nonforgivable** DPA Loan proceeds for a principal reduction of the First Mortgage). **There is no “cash back” to the borrower.**

#### **DPA Forgivable Second Mortgage, if available**

The DPA Forgivable Second Mortgage may ONLY be used with the HFA’s first mortgage. If a borrower qualifies for the HFA’s first mortgage, they automatically qualify for a 0%, non-amortizing, 10-year forgivable DPA Loan, secured by a second mortgage.

Depending upon the homebuyer’s need, the DPA Loan will be offered in the amount of 3%, 4%, or 5% of the first mortgage loan amount.

**The DPA Forgivable Loan is fully forgiven on the anniversary date of loan closing in the 10<sup>th</sup> year.** However, there is no partial or pro-rata forgiveness prior to the anniversary date of the loan closing in the tenth year. The full amount of the DPA Forgivable Second Mortgage will be due upon sale, refinancing, or transfer of title of the home if that occurs prior to the anniversary date of loan closing in the 10<sup>th</sup> year. Until otherwise notified the HFA will

fund the Forgivable DPA Loan at closing and will service the Forgivable DPA Second Mortgage. The proceeds of the Forgivable DPA Loan may not be used to pay off debt, nor may any surplus proceeds be paid to the homebuyer over and above any reimbursement of fees paid prior to the close of escrow (i.e. Mortgage Lender may not use the Forgivable DPA Loan proceeds for a principal reduction of the First Mortgage). **There is no “cash back” to the borrower.**

**Both the Nonforgivable DPA Loans and the Forgivable DPA Loans are herein referred to collectively as the DPA Loans.**

DPA Loan proceeds may be applied for any eligible use associated with the Mortgage Loan closing process, including but not limited to a borrower’s required down payment, closing costs, Lender fees, Servicer fees, prepaids, mortgage insurance premiums, discounts, and the reimbursement of earnest money and pre-close fees, such as credit report and appraisal fees (“Eligible DPA Uses”). With the HFA as the mortgagee, the funds may be used to fulfill any required borrower minimum contribution.

The first mortgage and note are NOT exempt from Intangible Tax. However, the second mortgage and note pursuant to section 199.183, Florida Statutes, are exempt from intangible tax.

The second mortgage and note are exempt from documentary stamp tax if the required affidavit is recorded with the second mortgage. This legend must appear on the second mortgage:

**“THIS MORTGAGE IS EXECUTED AND DELIVERED IN CONNECTION WITH A LOAN MADE BY OR ON BEHALF OF A HOUSING FINANCE AUTHORITY. IT IS EXEMPT FROM FLORIDA INTANGIBLE TAX PURSUANT TO THE PROVISIONS OF SECTION 199.183(1), FLORIDA STATUTES AND IS EXEMPT FROM THE DOCUMENTARY STAMP TAX PURSUANT TO THE PROVISIONS OF SECTION 159.621(2), FLORIDA STATUTES UPON THE FILING OF THE ATTACHED AFFIDAVIT.”**

### **DPA Second Mortgage Disclosure Requirements**

The determination has been made that the Escambia County HFA DPA Second Mortgage, IS NOT SUBJECT TO TILA or RESPA and lenders may NOT use the new TRID forms (Loan Estimate and Closing Disclosure) for these loans. Instead, a required DPA Loan Disclosure Form has been created to further clarify the terms of the DPA Second Mortgage for the borrower. This disclosure is generated from the eHPortal and is signed at closing by the borrower.

Please note that the only fees that are permitted to be charged at origination of an Escambia County HFA DPA loan are (i) governmental recording fees; and (ii) a bona fide and reasonable lender application fee that may not exceed 1% of the DPA loan. The amount of

these fees must be shown on the required DPA Loan Disclosure Form.

**Classic Nonforgivable DPA Option:** If there is less than \$500 in remaining DPA Loan proceeds available at the close of escrow, the Lender MUST use such proceeds to reduce the DPA Loan principal balance. If the remaining DPA Loan proceeds is \$500 or greater, the DPA Loan amount must be recalculated and reduced before settlement and the Lender should draw new DPA Loan documents and disclosures. It is the Lender's responsibility to assure that DPA Loans close in compliance with these requirements.

**10-Year Forgivable DPA Option, if available:** If the remaining DPA Loan proceeds exceed the requested amount, the Lender MUST use such proceeds to reduce the Forgivable DPA Loan principal balance. If the loan amount is revised after the DPA Loan is requested but prior to closing, contact the ECHFA and submit an updated DPA Request package. The amount set forth in the DPA Request package must equal the total due to the borrower. **Beware this may incur additional wiring fees.**

If there is less than \$500 in remaining DPA Loan proceeds available at the close of escrow, the Lender MUST use such proceeds to reduce the DPA Loan principal balance. If the remaining DPA Loan proceeds is \$500 or greater, the DPA Loan amount must be recalculated and reduced before settlement and the Lender should draw new DPA Loan documents and disclosures. It is the Lender's responsibility to assure that DPA Loans close in compliance with these requirements.

**See “Process Guidelines for Requesting Down Payment Assistance Funds” in this Guide.**

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### III. THE TBA FREDDIE MAC HFA ADVANTAGE (CONVENTIONAL) PROGRAM

#### Eligible Borrowers

- Borrowers must be first-time homebuyers or meet the requirements for a Freddie Mac First-Time Homebuyers Exception. “First-time homebuyer” means a taxpayer who has not owned a principal residence at any time during the three years prior to the date of purchase of a home through the Freddie MAC HFA Conventional Program.
- Borrowers and their spouses must be able to permanently reside in the US. Follow Agency (Freddie Mac) and US Bank guidelines for non-citizens.
- Borrowers must live in the property they purchase as their principal residence.
- All applicants must be considered irrespective of age, race, color, religion, national origin, sex, marital status, military status or physical handicap.
- Borrowers must occupy the property purchased within 60 days of closing.
- The past three years federal income tax returns are NOT required.
- There is no Recapture Tax.
- With a Freddie Mac Conventional Program Loan, a borrower **CANNOT** own other property at the time of closing.

#### Freddie MAC First-Time Homebuyers Exceptions

- It is not necessary to be a first-time homebuyer if the home is located in a federally designated Targeted Area.
- It is not necessary to be a first-time homebuyer if the homebuyer is a single parent who has only owned with a former spouse while married.
- It is not necessary to be a first-time homebuyer if the individual is a displaced homemaker and has only owned with a spouse.
- It is not necessary to be a first-time homebuyer if the individual who has only owned a principal residence not permanently affixed to a permanent foundation in accordance with applicable regulations.
- It is not necessary to be a first-time homebuyer if the individual has only owned a property that was not in compliance with state, local or model building codes and which cannot be brought into compliance for less than the cost of constructing a

permanent structure.

- It is not necessary to be a first-time homebuyer if the Veteran's Exception applies.
- A borrower will not be disqualified for having an ownership interest in a principal residence during the preceding three years if:
  - The borrower inherited their ownership interest in the property and shares ownership with another party; OR
  - The borrower owns the property with another party and the debt associated with the property was assigned to the other party by a court order (e.g. a divorce decree); OR
  - The borrower is a cosigner/guarantor on the related mortgage debt and someone other than the borrower has made payments on the debt associated with the property for the most recent twelve months, as documented with copies of canceled checks or a statement from the lender.

### **Veterans Exception**

For the Veterans Exception, a "veteran" is defined as "a person who served in the active military, naval, or air service, and who was discharged or released therefrom under conditions other than dishonorable." For the Freddie MAC Conventional Program, there is no limit to the number of times a veteran may use the exception.

### **Minimum FICO (Credit) Score**

Buyers must have a **minimum FICO credit score of 640** (the mid score must be the minimum or above). If Freddie Mac has a higher minimum, follow Agency guidelines. Minimum FICO credit score may be adjusted by the HFA at the request of the Master Servicer from time to time. If a participating lender has a higher minimum for other loans and wishes to require a higher minimum for Conventional Program loans, then lenders must use the higher minimum. Manual underwriting is acceptable with Loan to Value ("LTV") at or below 95% with Debt to Income ("DTI") of 36%. Contact US Bank HFA Division with any questions regarding acceptable AUS, 800-562-5165.

Please note that as of January 2020, U.S. Bank limits the number of allowable loans with credit scores under 660. The HFA has sufficient allocation to permit loans with credit scores between 640 and 660 at this time; however, it may be necessary at a later date to advise lenders that the minimum FICO score must be revised to 660.

### **Maximum Debt to Income Ratio**

The maximum debt to income ratio is 45%.

### Eligible Properties; Property Requirements

- Eligible Properties include primary residences only, may be new or existing, must be one unit only, detached or attached, and may be town homes or condos (up to 95% LTV).
- Homes are considered new if never previously occupied.
- Manufactured housing, mobile, recreational, seasonal or other types of vacation or non-permanent homes are **not** permitted.
- Land may not exceed the size required to maintain basic livability.

### Household Income Calculation

Qualifying income in the Conventional Program is established by the 1003 income used to qualify borrower(s) for the loan. It is not necessary to provide three years of tax returns for additional documentation.

### Household Income Limits and Acquisition Limits for the Conventional Program

Maximum Current Annual Household limits are updated annually from applicable median income figures published by the United States Department of Housing and Urban Development. *These limits are set forth on our website and are also provided to the Master Servicer and Program Administrator for dissemination to Participating Lenders. Please note that different limits are established for each Participating County and for each Program Option. See <http://escambiahfa.com/homebuyers/income-and-purchase-price-limits>.*

**The HFA will permit Freddie Mac loans to be reserved only for homebuyers earning 80% or less of area median income.**

### Financing Facts For Freddie Mac Conventional Program

It is expected that lenders have reviewed some preliminary documentation and believe that applicants will also qualify for credit. Excessive cancellations will be reviewed to assure that allocation is not being utilized inappropriately. Check with your underwriter for updates to information for Freddie Mac HFA Advantage. Such information is provided by a third party (i.e. Freddie Mac, U.S. Bank, and similar entities) who do not provide updated information to eHousingPlus.

### Freddie Mac HFA Advantage Fact Sheet

[http://www.freddiemac.com/singlefamily/pdf/hfa\\_factsheet.pdf](http://www.freddiemac.com/singlefamily/pdf/hfa_factsheet.pdf)

### **Appraisal**

The appraisal must indicate that the home has at least a 30-year remaining useful life.

### **Buydowns**

Buydowns are limited to 1 or 2 years with a maximum change of 1.00% per year. Cannot be paid by borrower or paid with their DPA assistance.

### **Cash Back**

Cash Back to the borrower is not permitted. However, borrowers are permitted a reimbursement of prepaids and reimbursement of overage of earnest money deposit to the extent any minimum contribution has been satisfied and permitted by Agency guidelines.

### **Construction to Permanent**

Construction to permanent is not permitted.

### **Co-signers**

Co-signers are not allowable under present Freddie Mac guidelines.

### **Freddie Mac Loan Level Price Adjustment and Adverse Market Fees**

These fees have been waived.

### **Documentary Stamp Tax and Intangible Tax Recordation Requirements**

First and second mortgages closed on or after July 1, 2018, are exempt from documentary stamp tax, so long as the First and Second Mortgage Doc Stamp Exemption affidavits, available from the eHPortal, are recorded with the mortgages. (See Exhibit A hereto for forms of Affidavits and instructions for completing them.)

This legend must appear on the first mortgage:

**"THIS MORTGAGE IS EXECUTED AND DELIVERED IN CONNECTION WITH A LOAN MADE BY OR ON BEHALF OF A HOUSING FINANCE AUTHORITY. IT IS EXEMPT FROM THE DOCUMENTARY STAMP TAX PURSUANT TO THE PROVISIONS OF SECTION 159.621(2), FLORIDA STATUTES UPON THE FILING OF THE ATTACHED AFFIDAVIT."**

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### **Final Typed Loan Application (1003)**

The typed application **signed** and **dated** by all parties is required. Loan interviewer must complete and sign page 3 of 4 of the 1003. If this is not possible, then an Officer must sign in place of the interviewer. All persons taking title to the property must execute all program documents. The income disclosed on the Affidavit must be the same or more than that shown on the 1003. The purchase price, loan amount, and other financial details must be the same as shown on all other documents.

### **Homebuyer Education**

All borrowers and anyone listed on the deed, utilizing the Freddie Mac HFA Advantage (Conventional) Loan, **must** attend homebuyer education PRE-CLOSING from an educational provider approved by the Issuer. The Issuer prefers that education be taken as early in the homebuyer process as possible to maximize the benefit to the borrowers. A Homebuyer Education Certification is acceptable for a period of one year from issuance. Lender provided homebuyer education is unacceptable as is over the phone education. If an education course is not listed on the HUD face-to-face web site, it is not acceptable. As an alternative option, at least one borrower may complete the Freddie Mac CreditSmart – Steps to Homeownership Tutorial per Guide Section 4501.12. Click on this link to attend the training: <http://www.freddiemac.com/creditsmart/tutorial.html>. Evidence of completion of the homebuyer education program is required prior to closing the loan.

### **Insurance Requirements**

The hazard insurance policy, when issued, must name the Escambia County Housing Finance Authority as an insured second mortgagee. The mortgage title insurance policy, when issued, must include the second mortgage as a valid lien against the property subordinate only to the first mortgage.

### **Manufactured Homes**

As of December 1, 2015, U. S. Bank will not purchase loans for manufactured housing. U.S. Bank considers manufactured housing a mobile home built entirely offsite on a permanent



chassis that is pulled on the highway to a permanent location. Modular, panelized or prefabricated homes are not considered manufactured housing.

### **Minimum Loan Amount**

There is **no minimum loan amount** in the Conventional Program.

### **Maximum Loan Amount**

Maximum loan amount must follow Agency (Freddie Mac) guidelines. Must also meet maximum purchase price limits established for the Conventional Program (see above). Also considered, loans cannot exceed appraised value. DPA cannot be used as borrower's funds to make up the difference between appraised value and purchase price.

### **Mortgagee Clause**

Mortgagee Clause for First Mortgage is:

US Bank National Association  
Its Successors and Assigns as Their Interest May Appear  
C/O US Bank Home Mortgage  
PO Box 961045  
Fort Worth, TX 76161-0045

Mortgage Clause for Second Mortgage is:

Escambia County Housing Finance Authority  
700 South Palafox Street, Suite 310  
Pensacola, FL 32502

### **Prepayments**

The first and second mortgages may be prepaid in whole or in part at any time without penalty.

### **Real Estate Purchase Contract**

The full address of the property, full names of all sellers and buyers, total purchase price of the property must be included. If there is not an address for new construction, a lot number and subdivision name are required. All named persons must sign. Include the name and title whenever a representative is signing for a corporation.

### **Recapture Tax**

There is no Recapture Tax liability in connection with the Freddie Mac TBA Program.

### **Refinances**

The Conventional Program is for new mortgage loans. Refinances are not permitted. However, temporary, construction or bridge financing with a term of 2 years or less may be taken out with a program loan. If borrower refinances the first mortgage or ceases to occupy the home as a principal residence, the second mortgage must be repaid unless it has previously been forgiven in accordance with its terms. It can never be subordinated.

### **Remaining Reserves**

Remaining reserves are not established by this program. If any, these are determined by Freddie Mac.

### **Tax Returns or Tax Transcripts**

Tax returns or tax transcripts are NOT required for this program. Only the form 1003 is required as set forth above.

***The remainder of this page is intended to be blank.***

## IV. SUMMARY OF THE COMPLIANCE ORIGINATION PROCESS

### NEW LENDER ONBOARDING

Our onboarding process is designed to provide all participating lenders and their staff web-based training related to the Program, Technical and Workflow requirements of each program.

Based on your role, there are certain training requirements prior to adding a new Program and Features. These are determined based on which modules you have completed in the past, and which Programs you want to add to your Portfolio. Contact [onboarding@ehpuniversity.com](mailto:onboarding@ehpuniversity.com) if your lender institution has not yet received onboarding.

### LENDER TRAINING

The eHousingPlus on-demand lender training is available 24/7/365 via eHP University. Just [click on this link to register for training](#). Our training team will create a specific training program for you based on the role(s) you selected, and you will receive an email confirmation with relevant information. Upon completion, your User Credentials will be created (if you are new User) or updated (if you are a current user) and you will receive a system generated email with this notification.

### QUALIFY THE BORROWER

Lenders will credit underwrite the loan using Agency guidelines and Florida Housing program requirements to qualify applicants for the program. Buyers must present an executed sales agreement before a Reservation/Rate Lock can be made in the [eHPortal](#).

Determine if the borrower qualifies for a mortgage loan (as you would with any other borrower). Then determine if they qualify for the Bond Program using the requirements in the Program.

### RESERVE FIRST MORTGAGE FUNDS

To reserve funds in program's online system [click on this link](#). Log in and reserve the first mortgage. To reserve funds in the program the borrower is required to have a signed real estate purchase contract for a specific address. You will need a 1003 and the Real Estate Purchase contract in order to make a reservation. If the reservation is successful, you will receive a loan number and a message that you've completed the reservation successfully.

A reservation is for a borrower with a real estate purchase contract for a specific property. If the property needs to change, the loan must be cancelled and re-reserved. The lender is responsible for cancelling the loan within the eHousingPlus Lender Portal. And then, the lender must email ([services@ehousing.cc](mailto:services@ehousing.cc)) or call the eHousingPlus Compliance office at 954-217-0817 to have the borrower permanently removed from the eHousingPlus Lender Portal. Until this process is complete, the lender will not be able to re-reserve funds for the borrower.

IMPORTANT – If the loan rate or offering needs to change, this can be done by making a [request online](#).

### RESERVE ASSISTANCE FUNDS

Immediately following reservation of the first mortgage loan, click on the “Add DPA” button found on the main menu to reserve the second mortgage funds. Then click “Start DPA” from the Main Menu. The DPA loan amount will automatically default to \$10,000. Check over the information on the screen and then click on Submit DPA from the Main Menu. You will receive a notice on the screen the DPA was added successfully.

**The Down Payment Assistance (DPA) loan is table funded by the Escambia County Housing Finance Authority at closing.**

**Within a minimum of three (3) business days (no later than 2:00 p.m. CT) prior to closing AND AFTER the Underwriter’s Certification is submitted:**

- 1) Print, complete and scan the DPA Funding Request, Underwriter’s Certification Form or Loan Confirmation, and DPA Loan Disclosure Form located in [eHP FrontPorch via the eHProForms app](#). Email the DPA Request with all required forms described in paragraph 1 to:  
fran.jones@escambiahfa.com  
  
lisa.bernau@escambiahfa.com  
  
amanda.walls@escambiahfa.com  
  
kathy.johnson@escambiahfa.com  
  
diane.martinez@escambiahfa.com

The HFA'S goal is to facilitate this process and to provide Lenders the assistance needed to ensure the DPA Funds are available at each closing. Please make sure that eHousingPlus and the email addresses above are added to your whitelists/contacts as both systems generate emails related to the DPA Program.

The DPA Funding Request is reviewed and approved by the HFA. Following HFA’s review and approval, funds are sent directly to the Closing Agent/Title Company via ACH or Wire transfer. If a wire is requested, there is a \$16.00 wire fee payable at closing to Escambia HFA, Attention: Amanda Walls, 700 South Palafox Street, Suite 310, Pensacola, FL 32502.

IF THE CLOSING AGENT/TITLE COMPANY IS NOT SET UP WITH THEIR BANK TO RECEIVE ACHs or WIRES AND THEY NEED ASSISTANCE, PLEASE HAVE THEM CONTACT KATHY JOHNSON OR AMANDA WALLS AT 850-432-7077 FOR ASSISTANCE.

### CLOSE THE LOAN – PRINT FORMS AND CLOSING TIPS

It is the lender’s responsibility to ensure that proper instructions are provided to internal processor/closer and to the title company/closing agent. All program documents (except DPA documents) must be returned to you. The Program forms may only be found within the eHPortal. Forms generated from any other source may void the loan making it not purchasable in the program.

A lender will need user credentials for [eHP FrontPorch via the eHProForms app.](#) to access the forms.

Provide the borrower(s) with the following forms that need to be signed at closing:

<b>Escambia County HFA Big Splash TBA Program</b>
Affidavit/Certification
DPA – Second Mortgage Pkg. (to Escambia HFA at 700 South Palafox Street, Suite 310, Pensacola, FL 32502) <ul style="list-style-type: none"> <li>• <b>Document Checklist (see Exhibit B)</b></li> <li>• <b>Second Mortgage; and</b></li> <li>• <b>Doc Stamp Affidavit; and</b></li> <li>• <b>Promissory Note</b></li> </ul>
DPA HUD Gift Letter
DPA Loan Disclosure Form
First Mortgage Doc Stamp Affidavit

### **RECORDING THE DOCUMENTARY STAMP AFFIDAVITS**

There will be two (2) Documentary Stamp Affidavits to be recorded.

- 1) Escambia County HFA First Mortgage Documentary Stamp Affidavit. This affidavit should be recorded with the first mortgage.
- 2) Escambia County HFA Second Mortgage Documentary Stamp Affidavit. This affidavit should be recorded with the second mortgage. In the LOAN FORMS section of the eHPortal, a lender will find a letter with instructions provided by the Escambia County HFA titled, DPA – Second Mtg Pkg.

### **Ship Second Mortgage Package to HFA**

The original Second Mortgage Doc Stamp Exemption Affidavit, Second Mortgage and Promissory Note must be recorded as ONE DOCUMENT in the official records of the applicable County and sent overnight within 30 days of closing to the Escambia County Housing Finance Authority at 700 South Palafox Street, Suite 310, Pensacola, FL 32502.

**PARTICIPATING LENDERS -- PLEASE ENSURE THE CLOSING AGENT AND/OR SHIPPER ARE GIVEN THE FOLLOWING INSTRUCTIONS:**

1. **THE ORIGINAL SECOND MORTGAGE DOC STAMP EXEMPTION AFFIDAVIT,**

**SECOND MORTGAGE AND PROMISSORY NOTE MUST BE RECORDED AS ONE DOCUMENT IN THE OFFICIAL RECORDS.** PLEASE FORWARD THE ORIGINAL RECORDED **SECOND MORTGAGE DOC STAMP EXEMPTION AFFIDAVIT**, SECOND MORTGAGE AND PROMISSORY NOTE TO THE HFA WITHIN 30 DAYS OF CLOSING.

2. IF THE MORTGAGE LOAN CLOSING DOES NOT OCCUR OR IF THE DPA FUNDS ARE NOT USED IN WHOLE OR IN PART, LENDER MUST NOTIFY THE HFA IMMEDIATELY AND **MUST** CAUSE THE DPA FUNDS TO BE RETURNED TO THE HFA NO LATER THAN THE CLOSE OF BUSINESS ON THE BUSINESS DAY FOLLOWING THE LOAN CLOSING DATE.

**IMPORTANT! IMPORTANT! IMPORTANT! IMPORTANT!**

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**THE ORIGINAL SECOND MORTGAGE DOC STAMP EXEMPTION AFFIDAVIT, SECOND MORTGAGE, AND PROMISSORY NOTE (THE “DPA DOCUMENTS”) SHOULD BE RETURNED TO THE ESCAMBIA COUNTY HOUSING FINANCE AUTHORITY at 700 SOUTH PALAFOX STREET, SUITE 310, PENSACOLA, FL 32502. DO NOT INCLUDE THE ORIGINAL DPA DOCUMENTS IN THE COMPLIANCE OR MORTGAGE FILE TO BE SENT TO EHOUSING OR US BANK!**

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**THE LENDER WILL BE REQUIRED TO REPAY THE DPA TO THE HFA IF THE FIRST MORTGAGE LOAN IS NOT ULTIMATELY PURCHASED UNDER THE ECHFA PROGRAM. CONTACT HFA AT 800.388.1970 OR [FRAN.JONES@ESCAMBIAHFA.COM](mailto:FRAN.JONES@ESCAMBIAHFA.COM).**

## V. ASSEMBLE COMPLIANCE FILE FOR UPLOAD TO EHP FRONTPORCH

Compliance Files and Corrections to previously submitted files with erroneous or missing required documents will be managed through **eHP FrontPorch**. This portal provides lenders with all the tools necessary to deliver the required documents for the approval of the originated loan(s) in their respective affordable homebuyer programs. **eHP FrontPorch** is a secure, easy to use and efficient way for lenders to deliver the Compliance File, Correct DEFI's and pay the required Compliance Review Fees via our **eHPay** on-line fee approval, and related tools.

To assemble the compliance file, you will need a checklist. The checklist is specific to this program and used to submit the compliance documents post-closing to eHousingPlus.

[Log-in here and use the eHProForms App](#) to download the program forms.

### Compliance files should include the following:

- FINAL Signed Closing Disclosure
- FINAL Signed 1003
- Homebuyer Education Certificate (recommended)
- Real Estate Purchase Contract
- Warranty Deed
- Discharge Papers (DD214) only if Veteran is qualifying under the Veteran's Exception

### UPLOAD THE COMPLIANCE FILE TO EHP DIGITAL DOCS

[Log-in here and use the Digital Docs App](#) to upload the compliance file.

The Compliance File should be a PDF file uploaded upright and in a clear legible format, composed of all required documents on the Checklist. Don't upload a compliance file until everything is included in the package. The more complete the file, the quicker the review and approval, and the file AND fee must be received to start the review process. Be aware that Loans will go straight to deficient status if items are missing, or if the fee was not received or properly identified. Once you are ready to upload your documents select eHPDigital Docs and from the drop down menu click on New Upload and follow the prompts.

### CLEAR A DEFICIENT COMPLIANCE FILE

#### LOAN DEFICIENCIES ARE NOT ACCEPTED VIA EMAIL.

Clearing files deficiencies is critical to your loan being approved and ultimately purchased. In the Deficient Compliance Files drop down, choose View/Upload Corrected DEFIs. This area will assist you in viewing what needs to be corrected, which documents are approved and complete, and you will have the ability to upload the correction and communicate with us in one simple area.

Is very helpful in resolving outstanding issues and having broader visibility for all of your post-closing staff who may need to work on resolving these discrepancies.

Please make sure that you're shipping and post-closing staff is very familiar with this area.

Remember your loan cannot be approved with outstanding deficiencies.

### **EHP COMPLIANCE APPROVAL**

Following approval of Compliance File by eHousingPlus, lenders are notified and reminded of the purchase deadline.

#### **Submit Mortgage File & Credit Package To Servicer**

The Mortgage File including Credit Package are sent to U.S. Bank. The U.S. Bank Delivery and Funding Checklist is found within the U.S. Bank web site.

To locate the U.S. Bank product guidelines and checklist [click on this link](#).

You may need to enable pop-up windows on your web browser. Please contact your IT Department for assistance with this. If you experience any technical difficulty, please contact U.S. Bank HFA Division directly at 800-562-5165.

U.S. BANK notifies lenders of Exceptions, posts exceptions online and sends a weekly summary of outstanding exceptions.

#### **Final Documents**

**THE RECORDED FIRST MORTGAGE DOCUMENTS** SHOULD BE SUBMITTED TO U.S. BANK.

**THE RECORDED SECOND MORTGAGE DOCUMENTS** SHOULD BE RETURNED TO THE ESCAMBIA HFA, 700 SOUTH PALAFOX STREET, SUITE 310, PENSACOLA, FL 32502.



## Welcome to the Next Generation of eHousingPlus© Solutions



### eHP FrontPorch Helpful Tips

Our new eHP FrontPorch graphical menu lets you access all apps and tools with one click.

These apps were designed to assist you with the program requirements and workflow.

In addition, eHP FrontPorch introduces new innovative tools such as Collaboration Station, Quick Tips, the eHPlaylist, and the Alerts and Notifications area. These NextGen Lender Platform tools have been designed to help you complete your tasks quick and easy.

#### eHProForms

eHProForms is our newly designed forms generation app where a lender will access all program related documents. Using a search feature to quickly access the loan file, it provides all of the program forms that are required for your specific loan.

The forms are now organized by purpose leading with compliance related forms which will be part of the compliance package you sent to eHousingPlus, the closing second lien assistance and other similar forms you will submit to the servicer and their package and two additional areas for special forms and documents that may apply to your loan. The forms instantly generate from your loan record so it's essential to make sure that you review the information for accuracy.

If something needs to be updated you can log into the eHPortal, edit the loan and you come back to eHP FrontPorch and regenerate the forms. It is easy and you can create forms as many times as you need with just one click. If your loan record has not been updated, your loans will be incorrect, and your file will be placed in deficient status.

Clicking the waffle menu at the top of the page is an easy way to get back to the main menu.

## eHP Front Porch Helpful Tips

### Collaboration Station

Collaboration Station creates a history of any issue that has been communicated regarding a specific loan and provides certain status alerts.

In collaboration station you can create a note to save to the loan file or you can send a message to anyone in our compliance team.

Click the message icon and a menu of eHousingPlus staff will appear at the top with their role for you to make the appropriate selection. You may include your team members who have user credentials to eHP FrontPorch that may assist in expediting solutions for your loans.

In Collaboration Station, you can also find the Servicer notes and exceptions that need to be addressed with them. By providing this view to you it gives you transparency to any problem that has to be resolved related to the mortgage or collateral submitted to the Servicer.

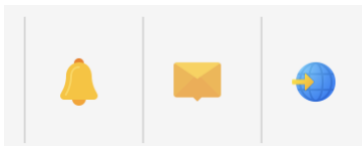
This view can be grouped, filtered, searched, and exported.

### Quick Tips

Quick Tips is a library of useful tips to give you simple quick how to answers on common topics related to the process. It is a way to have short simple tips at your fingertips by roller subject where you can catch up and get you up to speed fast. These Quick Tips are a great place to search for frequent questions, concerns, or simply to educate yourself on a variety of topics.

### eHPlaylist

The eHPlaylist is a newly created video platform with tutorials on where to perform tasks best practices and how-to's, all created to assist you with important information. Visual content is easy to access and understand and our playlist has a library of short concise and process-based learning topics. The video library has various categories and brief descriptions to easily build learning tools for your team. Together with Quick Tips, the eHPlaylist will provide you and your team with continuous learning resources to help you keep up to date with any platform or process changes.



### Alerts and Notifications

The Alerts and Notifications area (bell and envelope icons) has been designed to provide you notifications of notes and messages related to your loans, with additional notification of status changes based on your role. When you send and receive messages using this app, you will receive a notification alert so you can easily see what's happening with your loans.

The last area on the notification panel (world icon) is made available to help you navigate to any of the program pages, guidelines, eHPUniversity and to view eHP News.

## VI. PROGRAM TIMELINE

Buyers must have a fully executed sales contract for a specific property in order for a Lender to reserve funds for a homebuyer or place a buyer on a waiting list. The contract may be dated prior to the date of the loan application. Buyers may be pre-qualified. However, if the buyer does not have a contract on a property, program funds may not be held for the buyer until the buyer presents a valid contract.

**To assure that loans are purchased, please follow the Processing, Delivery and Purchase Timetable shown below. Please do not reserve loans that cannot meet the timetable. This is particularly important with respect to new construction and short sales.** Loans not purchased within the timeframe below, cannot be purchased.

Since the Program offers continuous funding and strict penalties, the Lenders are encouraged not to reserve funds until it is certain that the loan can close and be delivered within 40 days. Following this procedure will help insure timely purchase. First Mortgage Loans not delivered, cleared of all exceptions, and eligible for purchase within 60 days of the Reservation Date will be automatically cancelled unless the Participating Lender requests an extension of time in writing to the Program Administrator prior to the expiration date. Extensions of up to 20 days will be considered by the Program Administrator. A penalty in the amount of \$500 will be imposed if the extension is approved, whether or not the First Mortgage Loan is ultimately closed and presented for purchase. The penalty will be deducted from the Mortgage Loan purchase price at the time of purchase by the Master Servicer. For any First Mortgage Loan in which an extension has been approved but the First Mortgage Loan is not ultimately delivered for purchase, the Participating Lender shall be required to pay the fee penalty directly to the Issuer within 15 days from date of notice. The Participating Lender will be unable to make additional reservations in the Program until all extension penalties have been paid to the Issuer.

**Timely Delivery Procedures**

**(60 days from Reservations to First Mortgage Loan Purchase)**

**Mortgage Rate is not guaranteed and/or locked until you reserve the loan on eHousingPlus Lender Portal**

**IMPORTANT: YOU DO NOT NEED TO MAKE A RESERVATION UNTIL IT IS REASONABLY CERTAIN THAT THE LOAN CAN CLOSE AND BE DELIVERED WITHIN 40 DAYS. REMEMBER THIS PROGRAM INVOLVES CONTINUOUS FUNDING.**

**Number of Days Allowed from:**

Reservation to Underwriter Certification ..... 45 days

Reservation to Exceptions Cleared & First Mortgage Loan Purchased .....60 days

Late for Purchase (extension required) .....61+ days from reservation

## VII. PROGRAM FEES

### First Mortgage Program Fees

First and second mortgages are exempt from documentary stamp tax, so long as the First and Second Mortgage Doc Stamp Exemption affidavits from the eHousingPlus Lender Portal, are recorded with the mortgages.

This legend must appear on the first mortgage:

**“THIS MORTGAGE IS EXECUTED AND DELIVERED IN CONNECTION WITH A LOAN MADE BY OR ON BEHALF OF A HOUSING FINANCE AUTHORITY. IT IS EXEMPT FROM THE DOCUMENTARY STAMP TAX PURSUANT TO THE PROVISIONS OF SECTION 159.621(2), FLORIDA STATUTES UPON THE FILING OF THE ATTACHED AFFIDAVIT.”**

The first mortgage and note are NOT exempt from Intangible Tax. However, the second mortgage and note pursuant to section 199.183, Florida Statutes, are exempt from intangible tax. This legend must appear on the second mortgage:

**“THIS MORTGAGE IS EXECUTED AND DELIVERED IN CONNECTION WITH A LOAN MADE BY OR ON BEHALF OF A HOUSING FINANCE AUTHORITY. IT IS EXEMPT FROM FLORIDA INTANGIBLE TAX PURSUANT TO THE PROVISIONS OF SECTION 199.183(1), FLORIDA STATUTES AND IS EXEMPT FROM THE DOCUMENTARY STAMP TAX PURSUANT TO THE PROVISIONS OF SECTION 159.621(2), FLORIDA STATUTES UPON THE FILING OF THE ATTACHED AFFIDAVIT.”**

### Extension Fee

If approved, fee for extension is \$500.00 whether or not the loan is purchased.

### Second Mortgage Fees

The Lender is permitted to charge a Second Mortgage Application Fee that may not exceed 1% of the DPA loan. Due to changes in applicable law, the only fees that may be charged in connection with the origination of the DPA loan are (i) governmental recording fees; and (ii) a bona fide and reasonable application fee in connection with the application for the DPA loan/second mortgage that may not exceed 1% of the DPA loan. This application fee remains with the Lender.

### **eHousingPlus First Mortgage Fee**

The program includes a first mortgage Compliance/Admin Fee and a penalty fee of \$100 for files that are chronically deficient. The Compliance/Admin Fee is submitted with the Compliance File via eHP [FrontPorch using the eHPay App](#).

#### **Escambia County HFA Big Splash Program Loan \$300**

The Compliance/Admin Fee is the fee charged by the Program Administrator/Compliance Agent to process the applicant/borrower from Origination to Compliance Approval, and to assess that the lenders originating such loans are following Program guidelines for the benefit of the eligible borrower(s). The Program Administrator/Compliance Agent tracks the loan via its web-based system and assists the lender in processing the loan ensuring eligibility to the Program available offerings, which can include various rate options and down payment assistance.

The Compliance/Admin fee includes the review of information and documents delivered in the form of a Compliance File by the originating lender, on behalf of the borrower. Additionally, the Compliance review verifies that the lender has charged only the fees allowed by the Program. Contrary to this, approval may be denied and/or fees may have to be reimbursed to the borrower. The compliance file processing consists of required affidavits, application, closing documents, certain non-mortgage documents, tax returns where applicable and other pre-defined Program documents that are disclosed to the potential borrower(s). This is required to ultimately receive Compliance Approval. These documents can support both the first mortgage and any down payment assistance available, and are required to ensure eligibility to the Program, Federal, State and Local requirements, where applicable. The Compliance review verifies that the data and documents submitted meet all requirements, and may include those for first-time homebuyer, income limits, sales price limits, targeted areas, homebuyer education, rate, term, points, fee limits, LTV, FICO score, special state, city, county program requirements for qualified military, first responders, teachers, etc.

### **US Bank Fees**

\$400 Funding Fee. \$84 Tax Service Fee.

These fees will be netted at time of loan purchase by U.S. Bank. Click on this link:

[https://hfa.usbank.com/HFA\\_Division.html](https://hfa.usbank.com/HFA_Division.html)

To locate the U.S. Bank product guidelines and checklist [click on this link](#).

You may need to enable pop-up windows on your web browser. Please contact your IT Department for assistance with this. If you experience any technical difficulty, please contact U.S. Bank HFA Division directly at 800-562-5165.

### **Lender Fees**

Lenders are permitted to charge reasonable and customary charges for out of pocket expenses and costs. Other financing costs such as legal fees and underwriting fees may be charged and courier fees may be charged if such fees are normally charged. Lenders may charge the usual and reasonable settlement costs. Settlement costs include titling and transfer costs, title insurance, survey fees or other similar costs. Other allowable fees include doc prep fees, notary fees, hazard, mortgage and life insurance premiums, recording or registration charges, prepaid escrow deposits and other similar charges allowable by the insurer/guarantor. "Junk" fees are not a defined term and may not be charged. Excessive fees are not permitted in the program.

**For the Second Mortgage Only:** Please note that the only fees that are permitted to be charged at origination of an Escambia County HFA DPA second mortgage loan are (i) governmental recording fees; and (ii) a bona fide and reasonable lender application fee that may not exceed 1% of the DPA loan. The amount of these fees must be shown on the required DPA Loan Disclosure Form.

### **Lender Compensation**

#### **Forgivable and Nonforgivable (Classic) DPA Option**

Lenders Net 2.75% with 1.00% Origination (Origination only – no Discount permitted) and SRP of 1.75% from US Bank for a total Lender Compensation of 2.75%. The lender may also charge reasonable and customary charges as discussed above and may also charge a bona fide and reasonable application fee in connection with the application for the DPA loan/second mortgage that may not exceed 1% of the DPA loan. This fee remains with the lender.

## VIII. PROGRAM FORMS

**The Program forms are generated directly from eHP FrontPorch using the eHProForms App at the loan level. The Program forms MUST be printed from eHP FrontPorch ONLY. Any program forms printed anywhere other than the eHP FrontPorch will be deemed void and may cause a loan file not to be purchased.**

This topic addresses the specific compliance forms required for the Program for originating, processing, closing and loan delivery.

All forms are available behind security and may be found by clicking on this [link](#). The forms are behind security so that system data is accessed when the forms are printed. Most forms auto-fill and are ready for execution. It is important that Underwriters and Closers are certain that the data in the system is correct before forms are printed.

The simple rule of who signs Program forms – if the person is named on the Mortgage/Deed or is the spouse of the Mortgagor (even if a non-borrowing spouse), they sign the compliance forms. Please remember that only those on credit, sign the 1003 and Closing Disclosure (CD).

**Original, personal signatures of all borrowers and sellers are required and must match on all documents associated with the transaction.**

Whenever a party is known in any of the documents by more than a single name, a Name Affidavit Will Be Required.

**Powers of Attorney and/or Personal Representatives for the borrower are generally not acceptable. Exception: Active Duty Military Personnel may provide an “Alive and Well” letter.**

### Who Signs the Program Forms?

Form	Borrower	Co-Borrower	Non Purchasing Spouse	Co-signor
<b>Authorized Gift Letter</b>	Yes	Yes	Yes	N/A
<b>2<sup>nd</sup> Mortgage</b>	Yes	Yes	Yes	N/A
<b>2<sup>nd</sup> Note</b>	Yes	Yes	No	Yes



### **Originating Compliance Forms**

In addition to all the standard disclosures, the Program has specific disclosures all contained in the Notices to Buyers. It's auto-filled by the system and executed at a time as close as possible to loan application. The Original of the Notices to Buyers should be included in the package that goes to the Underwriter. Ultimately, it should be in the compliance file to eHousingPlus.

### **Real Estate Purchase Contact**

The full address of the property, full names of all sellers and buyers and total purchase price of the property must be included. If there is not an address for new construction, a lot number and subdivision name are required. All named persons must sign. Include the name and title whenever a representative is signing for a corporation.

### **Final Typed Loan Application (1003)**

The typed application signed and dated by all parties is required. Loan interviewer must complete and sign Section X of the 1003. If this not possible, then an Officer must sign in place of the interviewer. All persons taking title to the property must execute all Program documents. The income disclosed on the Affidavit must be the same or more than that shown on the 1003. The purchase price, loan amount, and other financial details must be the same as shown on all other documents.

### **Closing Disclosure (CD)**

Buyer, seller and closing agent must fully execute the Closing Disclosure (CD). Borrowers on the Closing Disclosure (CD) must be all persons taking title to the property and match the Affidavit and application. Persons not taking title to the property may not appear on or sign the CD. The Funding Fee must be shown as being payable to U.S. Bank and the Compliance/Admin Fee must be shown as payable to eHousingPlus. Please do not bundle charges. Itemize all charges to the transaction. Payoffs of other debt must appear on Page 1 under Section 100 of the Closing Disclosure (CD) as part of "Settlement Costs".

### **Warranty Deed**

A copy of the Warranty Deed is required.

### **Discharge or Release Papers**

For those using the Veterans Exception a copy of their Discharge or Release Papers are required.

### **Tax Transcripts**

The past three years tax transcripts are not required for the HFA TBA Program.

**EXHIBIT A**

**Instructions For Completing First Mortgage Affidavit For Exemption From Documentary Stamp Tax.**

Numbered instructions concerning the information to be included in the highlighted blanks follow the body of the affidavit.

**AFFIDAVIT OF ESCAMBIA COUNTY HOUSING FINANCE AUTHORITY  
REGARDING EXEMPTION FROM DOCUMENTARY STAMP TAX PURSUANT TO  
SECTION 159.621(2), FLORIDA STATUTES FOR FIRST MORTGAGE**

STATE OF FLORIDA

COUNTY OF           (1)          

The undersigned authorized representative of the MORTGAGOR named below, hereby affirms:

- 1. That MORTGAGOR has been designated by the Escambia County Housing Finance Authority (the “Authority”) as an agent for purposes of providing this Affidavit in accordance with Section 159.621(2), Florida Statutes for purposes of establishing that the Mortgage described herein is exempt from the excise tax on documents under Chapter 201, Florida Statutes.
- 2. That this Affidavit is being given in connection with that certain Mortgage dated           (2)          , 20          (3)           from           (3)           [Names of Mortgagors] (individually or collectively the “MORTGAGOR”) to           (4)           [Name of Lender] to secure a mortgage loan in the principal amount of \$           (5)          , which loan provides financing for the acquisition of real property located in           (6)           [Name of County], Florida, at           (7)           [Street Address] which Mortgage shall be recorded immediately after this Affidavit.
- 3. That said Mortgage secures a loan that was made by or on behalf of the Authority under the provisions of Section 159.608(8), Florida Statutes.

Dated           (8)          , 20          (8)          .

          (9)            
Typed Name:           (10)            
Mortgagor

The foregoing instrument was acknowledged before me **by means of**  **physical presence** or  **online notarization** \_\_\_\_\_ (10)\_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_ (11)\_\_\_\_\_ as MORTGAGOR.

\_\_\_\_\_(13)\_\_\_\_\_  
Notary Public--State of Florida

Personally Known \_\_\_\_\_ Print Notary Name:  
\_\_\_\_\_

Produced Identification \_\_\_\_\_ My Commission Number is:  
Type of Identification \_\_\_\_\_ My Commission Expires:  
\_\_\_\_\_

**Instructions for completing First Mortgage Affidavit:**

1. Type the name of the County where the affidavit is being signed
2. Type the date of the First Mortgage
3. Type the name(s) of the Mortgagor(s)
4. Type the name of the Lender
5. Type the (number) amount of the First Mortgage
6. Type the name of the County where the home being purchased is located
7. Type the street address of the home being purchased
8. Type the date that the First Mortgage Affidavit is executed
9. Have the Mortgagor(s) sign on this line
10. Type the name(s) of the Mortgagor(s)
11. The Notary should write or type the date that the First Mortgage Affidavit is signed before the Notary
12. The Notary should write or type the name(s) of the Mortgagor(s) who signed the First Mortgage Affidavit
13. The Notary should complete the notary form as normal for a notarized document

**Record the First Mortgage Affidavit immediately prior to the First Mortgage.**

**Instructions For Completing Second Mortgage Affidavit For Exemption From Documentary Stamp Tax**

Numbered instructions concerning the information to be included in the highlighted blanks follow the body of the affidavit.

**AFFIDAVIT OF ESCAMBIA COUNTY HOUSING FINANCE AUTHORITY  
REGARDING EXEMPTION FROM DOCUMENTARY STAMP TAX PURSUANT TO  
SECTION 159.621(2), FLORIDA STATUTES FOR SECOND MORTGAGE**

STATE OF FLORIDA

COUNTY OF (1)

The undersigned authorized representative of the MORTGAGOR named below, hereby affirms:

- 1. That MORTGAGOR has been designated by the Escambia County Housing Finance Authority (the "Authority") as an agent for purposes of providing this Affidavit in accordance with Section 159.621(2), Florida Statutes for purposes of establishing that the Mortgage described herein is exempt from the excise tax on documents under Chapter 201, Florida Statutes.
- 2. That this Affidavit is being given in connection with that certain Mortgage dated (2), 20   , from (3) [Names of Mortgagors] (individually or collectively the "MORTGAGOR") to the Authority to secure a mortgage loan in the principal amount of \$ (4), which loan provides financing for the acquisition of real property located in (5) [Name of County], Florida, at (6) [Street Address] which Mortgage shall be recorded immediately after this Affidavit.
- 3. That said Mortgage secures a loan that was made by or on behalf of the Authority under the provisions of Section 159.608(8), Florida Statutes.

Dated this     day of (7), 20   .

(8)  
Typed Name: (9)  
Mortgagor





EXHIBIT B

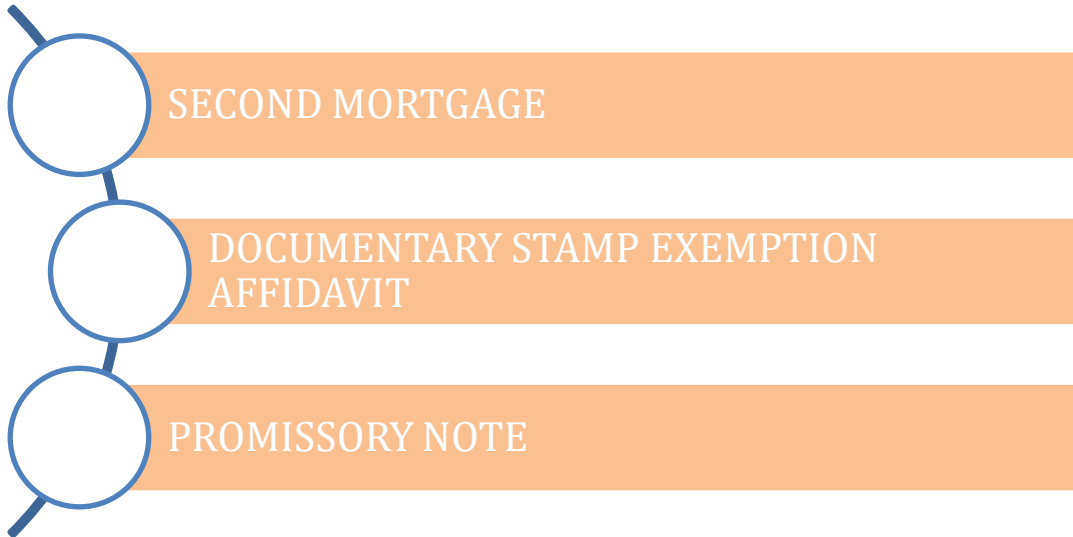
**ESCAMBIA COUNTY  
HOUSING FINANCE AUTHORITY**  
[WWW.ESCAMBIAHFA.COM](http://WWW.ESCAMBIAHFA.COM)

Phone: (850) 432-7077  
Fax: (850) 438-5205  
Toll Free: (800) 388-1970

**Second Mortgage File Delivery Checklist**

LOAN #: MORTGAGOR NAME:  
LENDER: PROGRAM:

These are the required second mortgage documents for this second mortgage program. They must be recorded as one document in their respective county’s Official Records and returned to ESCAMBIA HFA, Issuer of the second mortgage funds.



SEND **ONLY ORIGINAL RECORDED SECOND MORTGAGE DOCUMENTS** TO:  
ESCAMBIA COUNTY HOUSING FINANCE AUTHORITY  
ATTENTION: KATHY JOHNSON  
700 SOUTH PALAFOX STREET, SUITE 310  
PENSACOLA, FL 32502

AS A REMINDER, DO NOT SEND THESE DOCUMENTS TO EhousingPlus, THEY ARE OUR THIRD-PARTY COMPLIANCE ADMINISTRATOR.