

Tip: To find specific information for a product, Press Ctrl+F (or use "Find" from the Edit Menu) and then search for the information or topic you are looking for. If you don't find the topic the first time, try variations, different terms or less words.

## **VA IRRRL**

# 15, 20, 25 and 30 Year Fixed<sup>4</sup> 5/1 ARMs

LTV	CLTV	Purpose	Occupancy	Units	Credit	Channel
					Score <sup>2,3</sup>	
				1	580	Wholesale/Correspondent
No Max	No Max	Rate Reduction Refi	O/O 1-4 1 1-4	1-4	620	Wholesale/Correspondent
INO IVIAX				1	580	Retail
				1-4	620	Retail
No Max No M	No May	Rate Reduction Refi	i SH <sup>2</sup>	1	580	Wholesale/Correspondent
	INO IVIAX	Rate Reduction Ren		1	580	Retail
				1	580	Wholesale/Correspondent
No Max	No Max	x Rate Reduction Refi	N/O/O	1-4	620	Wholesale/Correspondent
INO IVIAX				1	580	Retail
				1-4	620	Retail

- 1. Only existing subordinate financing is allowed and it must be re-subordinated.
- 2. Manufactured Homes require minimum 600 credit score
- 3. Minimum Credit score for ARM products: 620 Standard Balance
- 4. Odd terms in annual increments between 21 29 years available, see Loan Terms section for additional information

PRODUCT NAME	Standard Product Codes*:
	VA IRRRL 15 Year Fixed Rate - NCQ
	VA IRRRL 20 Year Fixed Rate - NCQ
	VA IRRRL 25 Year Fixed Rate - NCQ
	VA IRRRL 30 Year Fixed Rate - NCQ
	VA IRRRL 5/1 Treasury ARM - NCQ
	VA IRRRL 15 Year Fixed Rate - CQ
	VA IRRRL 20 Year Fixed Rate - CQ
	VA IRRRL 25 Year Fixed Rate - CQ
	VA IRRRL 30 Year Fixed Rate - CQ
	VA IRRRL 5/1 Treasury ARM - CQ
	*Odd terms in annual increments between 21 – 29 years available, see Loan Terms
	section for additional information
LOAN TERMS	Odd loan terms are allowed in annual increments between 21 and 29 years

	<ul> <li>If a specific product code for the 25 year term is available, the loan must be priced with the 25 year product code</li> <li>For any term between 21 and 29 years that are not offered standard by the product, user must do the following when locking the loan in OB:         <ul> <li>In the Loan Term(s) section, check Non-Standard Term</li> <li>Enter the desired term in months (must be in annual increments (21 years = 252 months; 22 years = 264; 23 years = 276 months; 24 years = 288 months; 25 years = 300 months (only allowed when 25 year product code does not exist); 26 years = 312 months; 27 years = 324 months; 28 years = 336 months; 29 years = 348 months)</li> </ul> </li> </ul>
	Price the loan (product will price and lock under the 30 Year product code)
ALLOWABLE ORIGINATION CHANNELS	<ul><li>Wholesale</li><li>Retail</li><li>Correspondent</li></ul>
COVID-19 ADDITIONAL	Please refer to COVID-19 Informational document for guidance pertaining to topics
REQUIREMENT	such as Income/VVOE, Title/Recording, Appraisals. Until further notice the guidance in the informational document supersedes the information provided in the product profiles <ul> <li>http://www.eprmg.net/ResourceCenter/COVID-19FAQs.pdf</li> </ul>
AGENCY LINKS	<ul> <li>In addition to any Product Profile requirements, you must always meet the published VA guidelines. If published VA guidelines are more restrictive then what is allowed in the Product Profile, you must always defer to VA Guidelines.</li> <li>All PRMG staff can access all end Agency guidelines though AllRegs Online at <a href="https://www.icemortgagetechnology.com/login">https://www.icemortgagetechnology.com/login</a>. Instructions on how PRMG staff can access the AllRegs service is available in the Resource Center.</li> <li>Use the following link to access VA Lender Handbook:</li> <li><a href="https://www.benefits.va.gov/warms/pam26">http://www.benefits.va.gov/warms/pam26</a> 7.asp</li> </ul>
MIN. LOAN AMOUNT	<ul> <li>No Minimum Loan Amount</li> <li>Note that loan amounts under \$30,000 will require special pricing by Secondary Marketing</li> </ul>
MAX. LOAN AMOUNT	<ul> <li>The county loan limits do not apply to IRRRLs. The VA will guarantee at least 25 percent on an IRRRL, regardless of whether the loan exceeds the loan limit for the particular county.</li> <li>All States except AK and HI: lessor of \$726,200 (using the base loan amount) or Notice of Value (NOV)</li> <li>AK and HI: lessor of \$1,089,300 (using the base loan amount) or Notice of Value (NOV)</li> <li>Please refer to the VA IRRRL High Balance product profile for base loan amounts greater \$726,200</li> </ul>
GEOGRAPHIC RESTRICTIONS	<ul> <li>Please refer to PRMG's "Eligible States" list, which can be found at this link: <a href="http://www.eprmg.net/guidelines/Eligible%20States.pdf">http://www.eprmg.net/guidelines/Eligible%20States.pdf</a></li> <li>If the property is in Texas, please refer to the addendum at the end of this product profile.</li> <li>Texas Section 50(a)(6) not allowed</li> <li>Properties in flood zones not allowed, unless requirements from Manufactured Home Property Eligibility section in the Manufactured Home Requirements document is met. <a href="http://www.eprmg.net/ManufacturedHomeRequirements.pdf">http://www.eprmg.net/ManufacturedHomeRequirements.pdf</a></li> <li>If the subject property is located in the Alabama Restricted Lending Area (Coliseum Boulevard Area of Montgomery - this area contains a subsurface chemical contamination condition or environmental condition known as the Coliseum</li> </ul>

Boulevard Plume (CBP)) the loan must meet the following requirements:

- A fully executed disclosure issued by the Montgomery Area Association of Realtors (MAAR), identified as the Coliseum Boulevard Plume Disclosure, must be a part of the purchase contract, signed, and dated by all required parties prior to closing.
- Properties located in Illinois in the counties of Cook, Kane, Peoria or Will requires copies of the following to be closely reviewed: (1) A copy of the Certificate of Compliance with the counseling requirements or the Certificate of Exemption, if the lender or transaction is exempt and (2) A copy of Title Commitment free from any exceptions related to the anti-predatory lending database requirements.
- Owner occupied properties in Kansas where the LTV exceeds 100% must have a full appraisal
- For properties in West Virginia: VA IRRRLs must be credit qualified.
- For Kansas (KS) primary residences, when an appraisal is not obtained, a property valuation determined by one of the following three (3) methods is required: (1) Most recent tax assessment value by county; (2) 2055 Drive-by Appraisal Report (not allowed with appraisal waivers); or (3) AVM. If LTV exceeds 100% based on the valuation, the LTV must be acceptable to the product and a Kansas High Loan-to-Value Notice must be provided to borrower not less than three (3) days prior to closing and a copy must be retained in file. A free copy of appraisal valuation must be provided to borrower, if applicable.

#### **MORTGAGE TYPES**

 Any VA programs/mortgage types identified in the VA Lender Handbook that are not specifically allowed in the product profile, including but not limited, to Energy Efficient Mortgages are not eligible.

## **DOCUMENTATION**

- Streamline Documentation
- Verifications and similar documents used for qualifying (such as a VOE, VOD or VOM) must be independently obtained/authenticated, and should never be handled by a party to the transaction (including but not limited to the borrower, realtor, loan officer, seller, etc.) The verifications/document should be ordered/requested by a processor (or similar) and must be sent directly to the third-party who is providing the verification and be returned directly from the same independent third-party. The documents must not pass through the hands of a party to the transaction. If an Underwriters or other team member sees a red flag to indicate a document was not independently obtained, additional diligence must be used to confirm the validity of the documents.
- All borrowers must have a valid social security number (as validated by COE, credit report, etc. and any red flags should be addressed)
- For non-self-employed borrowers: Verbal VOE is required to be completed no more than 10 days prior to the note date for wet funding states and escrow states. If the Verbal VOE is completed more than 10 days prior to the funding date, another Verbal VOE should be completed 10 days prior to funding date for escrow states.
- For self-employed borrowers: No more than 30 calendar days prior to note date, verify the existence of the borrower's business from a third party that may include a CPA letter (cannot be vague, must state length of time doing taxes and be signed by CPA), regulatory agency, or appropriate licensing bureau; OR verify a phone listing and address for the borrower's business through resources such as the telephone book, directory assistance, internet, or contact the appropriate licensing bureau. Verification may not be made verbally, and a certification by PRMG indicating the information was verified is not allowed. Documentation from the source used to verify the information must be obtained and in the file. Internet sites such as 411.com, Chamber of Commerce sites and Manta.com where they allow the business

### VA IRRRL Product Profile Guidelines Subject to Change

owner to add their own information are not acceptable. Also single source verifications, such as from superpages.com, yellowpages.com and searchbug.com are not allowed. If <u>all</u> other methods of obtaining third party verification have been exhausted, the borrower can provide letters from three clients indicating the type of service performed, length of time of business relationship, frequency of service, payment arrangements, etc. and support the income with current bank statements, deposits, etc. The underwriter must thoroughly investigate that the business, income and proof of business is legitimate.

- Borrower must provide a certification of current or prior occupancy
- When paying off any non-transaction related item (i.e., debts, third party payouts, etc.), if the payoff amount does not match the amount on the credit report or the documentation in the file with the payoff amount, then copies of the actual invoices (statements), an updated (current) credit report/refresh or credit supplement reflecting the current balance with a signed amendment (or similar) authorizing disbursement for these account(s) are required.
- All documentation used in qualifying the borrower must be legible and if not in English, will require a full written translation of the entire documentation into English.
- Veteran's Comparison Statement must be provided to the veteran within three days of application and at closing and the following information relating to the loan being refinanced and the refinance loan, i.e. the IRRRL must be included: VA Loan Identification Number (LIN); Loan Amount; Loan Term; Monthly Payment; Interest Rate; and Borrower Name(s). The statement must also show the recoupment period (in months) for all fees, expenses, and closing costs, (including taxes, amounts held in escrow, and fees paid under chapter 37 such as the VA funding fee), whether included in the loan or paid outside of closing. It is important to note that the recoupment calculation for the Comparison Statement is different than what is used for Eligibility Recoupment, as the funding fee and prepaids must be included in the recoupment for the Comparison Statement. The recoupment on the Comparison is able to exceed 36 months, as long as the Eligibility Recoupment is 36 months or less.

# NON-CREDIT QUALIFYING DOCUMENTATION

- Verbal VOE is required to be completed within 5 days (preferably within 48-72 hours) of funding. In a wet funding state, it must be completed within 5 days (preferably within 48-72 hours) prior to the note date.
- Mortgage Rating for 12 months or life of the loan (if loan is < 12 months old, mortgage rating for any previous mortgages associated with the subject property and borrowers).
- Mortgage only rating with scores is acceptable, a full tri-merge is not required. A trimerged in-file credit report with credit scores (only mortgage rating needs to be reviewed) will also be accepted
- Current employment must be stated on the application
- Income must not be shown on the application (Must enter \$1 in Other Income to trigger disclosures)
- Asset verification is not required.
- Appraisal Requirement: No maximum LTV/CLTV, and no 2055 or AVM allowed (no appraisal required). For applications taken on or after 5/25/18, appraisal may be required if reducing rate with discount points for Net Tangible Benefit test. See Net Tangible Benefit section for additional requirements.
- Documentation to validate prior loan information, including the case number on the IRRRL certificate of eligibility, interest rate, principal and interest payment, and original loan amount. This information can be provided from one or more of the following, as long as the necessary information is provided: prior loan's note, deed

- of trust, or mortgage coupon or demand, prelim, etc. Additionally this information must verify the loan being refinanced is for the same insured VA loan as a new IRRRL.
- In Cook County, Illinois, Kane County, Illinois, Peoria County, Illinois and Will County, Illinois Streamline Refinances are not exempt under Illinois law from the requirement to enter applicant income information. The actual income must be provided/estimated by the applicant(s) and listed on the application (1003) and entered in the Illinois Anti-Predatory Lending Database (ILAPLD). It is not acceptable to enter a nominal amount such as \$1.00. However, the income will not be considered in the underwriting of the loan.

# CREDIT QUALIFYING DOCUMENTATION

- Verbal VOE is required to be completed within 5 days (preferably within 48-72 hours) of funding. In a wet funding state, it must be completed within 5 days (preferably within 48-72 hours) prior to the note date.
- Amended tax returns must have been filed at least sixty (60) days prior to the earliest of the purchase agreement, initial credit report date, or mortgage application date, unless the changes made are non-material to the amount of income claimed, and qualification for the mortgage loan. When using the amended returns if filed within sixty (60) days to the earliest of the purchase agreement, initial credit report date, or mortgage application date, or after, the Underwriter must provide justification and commentary regarding its use, including that borrower does not require use of amended income for qualification. Regardless of when the amended returns were filed, due diligence must be exercised with close examination of the original, and amended returns, to determine if the use of the amended return is warranted and the following documentation should be reviewed when income from the amended return is required: A letter of explanation regarding the reason for the re-filing; evidence of filing (must be validated with a record of account (4506-C results); copy of the original 1040; any extensions filed, and evidence of payment of the taxes due, and the ability to pay, if the check has not yet cancelled. A payment plan is not allowed for amended returns.
- Per the 2016 Lenders Conference Edition of the LGY Newsletter, if a joint tax return shows a business loss, then that loss will have to be deducted from the Veteran's income in both community and non-community property states. What is reported to the IRS on a joint return must be used when applying for a federally guaranteed loan. In a situation where a couple has been faced with business losses, the Veteran and his or her spouse may want to consider both being on the loan in order to potentially qualify.
- As required by VA, for borrowers who have children up to the age of 12, a childcare expense letter is required to analyze residual income and ensure other qualifying calculations for VA are accurate.
- One month consecutive paystubs are not required if the current paystub includes a 30 day year-to-date total. If the Veteran has only been employed with their current employer for less than 30 days, all paystubs received are required.
- Last 2 years W-2s
- For self-employed borrowers who have not yet filed the previous year's tax returns,
- Mortgage Rating for 12 months or life of the loan (if loan is < 12 months old, mortgage rating for any previous mortgages associated with the subject property and borrowers).
- Letter of explanation for inquiries is required on all manually underwritten loans.
- Tri-merged in-file credit report with credit scores.
- 4506-C
- Provide a written analysis of the income used to qualify the borrower on the
   Transmittal Summary or like document(s) in the file. An Income Analysis must be

completed for self-employed borrowers.

- Tax transcripts are not allowed to take the place of a tax return when it is required
- When all income used to qualify a loan for the borrower is made up exclusively of wage earner income reported on a W2 and/or fixed income reported on a 1099 (i.e., social security or VA benefits) transcripts are not required, unless full tax returns are required for the borrower by the AUS (i.e., borrower employed by family members). If multiple borrowers are qualifying on the loan, but the tax returns are not filed jointly, and one borrower requires full returns, but the other borrowers are qualified exclusively on W2 and/or fixed income then no transcripts are required for the W2/fixed income borrower and 1040 transcripts are required for the self-employed borrower/borrower requiring full returns. When using this option, there can also be no tax returns included in the loan file (including if tax returns are required to be reviewed by the PRMG underwriter for MCC Approval or other purpose). If the borrower earns other income that is used to qualify that would be able to be validated with 1040 transcripts (i.e., rental income from tax returns, etc.) then 1040 transcripts are required to validate that income. A completed and executable (signed) 4506-C must be submitted with the loan file. For the borrowers where transcripts are not required, be sure to select the W2/1099 option only when completing the 4506-C. Do not mark the 1040 or Record of Account option.
- When tax returns are required for a borrower or when borrower's qualifying income is not made up of W2 or fixed income reported on a 1099, validated 1040 tax transcripts are required if borrower's income is utilized as a source of repayment. If multiple borrowers are qualifying but the tax returns are not filed jointly (when one borrower requires full returns), then it is acceptable to provide no transcripts for the salaried/fixed income borrower and 1040 transcripts for the self-employed borrower/borrower requiring the tax returns.
- When required, transcripts must be provided for the number of years of income
  documentation required to be in the loan file, in accordance with the AUS findings
  and/or VA requirements. Tax transcripts are required to support the income used to
  qualify the borrower. The purpose of the 4506-C is to verify the income reported is
  accurate.
- Tax transcripts must come to lender directly from the IRS or through a third party vendor ordered/obtained by lender
- Evidence of a valid Social Security number
- Asset verification is not required.
- Appraisal Requirement: No maximum LTV/CLTV, and no 2055 or AVM allowed (no appraisal required). For applications taken on or after 5/25/18, appraisal may be required if reducing rate with discount points for Net Tangible Benefit test. See Net Tangible Benefit section for additional requirements.
- Documentation to validate prior loan information, including the case number on the IRRRL certificate of eligibility, interest rate, principal and interest payment, and original loan amount. This information can be provided from one or more of the following, as long as the necessary information is provided: prior loan's note, deed of trust, or mortgage coupon or demand, prelim, etc. Additionally this information must verify the loan being refinanced is for the same insured VA loan as a new IRRRL. Debt ratios are calculated.
- Note: The following scenario requires credit qualifying, however, PRMG does not allow IRRRLS where a payment is increasing or staying the same.
  - If the PITIA increases by 20% or more, the loan must be processed as a credit qualifying loan.
  - The lender must determine that the veteran qualifies for the new payment from

DOCUMENT EXPIRATIONS	<ul> <li>an underwriting standpoint; such as determining whether the borrower can support the proposed shelter expense and other recurring monthly obligations in light of income that is established as stable and reliable</li> <li>the loan must include a certification by the lender that the veteran qualifies for the new monthly payment which exceeds the previous payment by 20% or more</li> <li>Please note, if the P&amp;I payment stays the same or increases there can be no fees charged to the borrower. Per VA Circular 26-19-22, the veteran can occur no fees, closing costs, or expenses (other than taxes, amounts held in escrow, and the VA Funding fee). (all fees would have to be paid by a lender credit which are funds provided by the lender that are not a part of the rebate)</li> <li>CAIVRS needs to be run</li> <li>Credit documentation must not be more than 120 days old from the note date</li> <li>For new construction, credit documentation must not be more than 180 days old from the note date</li> </ul>
AUTOMATED	<ul> <li>Notice of Value (NOV) is valid for six (6) months</li> <li>See below</li> </ul>
UNDERWRITING	See below
DESKTOP UNDERWRITER	Not Allowed.
(DU)	
LOAN PRODUCT ADVISOR	Not allowed
(LPA)	Formerly known as Loan Prospector (LP)
MANUAL UNDERWRITING	All loans must be manually underwritten.
	<ul> <li>For credit qualifying transactions, generally, max ratio of 41% allowed, ratios &gt;41% when residual income exceeds the guideline by at least 20% and significant documented compensating factors exist. See Ratio section for complete information.</li> </ul>
PROPERTY TYPES	See below
ELIGIBLE	Single Family Residence.
	• 1-4 Units
	Manufactured Homes (see section below)
	Modular Homes
	PUDs     Condes
	<ul> <li>Condos</li> <li>For properties located in Disaster Areas, please refer to PRMG's Disaster Policy.</li> </ul>
INELIGIBLE	Hawaii properties in lava zones 1 and 2
	Hawaii Homeland Leasehold properties
	Multiple Unit Condos
	Mobile homes
	Condotels
	Hotel Condominiums
	• Timeshares
	Working Farms and Ranches     Weight and Land
	<ul><li>Unimproved Land</li><li>Property Currently in Litigation</li></ul>
	Commercial Enterprises (i.e., Bed and Breakfast, Boarding House, Hotel)
	Mixed-Use  Continue can Effect prises (i.e., Bed and Breaklast, Boarding Flodse, Floter)
	• Co-ops
	Geodesic dome, Earth or Geothermal homes
	Leased land
	Deed Restricted Properties

	Properties in a flood zone that do not participate in the National Flood Insurance
	Program
	<ul> <li>Properties with individual water purification systems (an individual water purification system is a system that is needed to make the water safe and meet code when the individual water supply is unsafe for human consumption unless the system is operating properly. This is not a system that is installed to improve the taste or softness of the water. Properties with individual water purification systems can be</li> </ul>
	identified by reviewing the appraisal.)
	Properties rated in "less than average" condition
	Indian land (leased or fee simple)
	<ul> <li>Properties that have a Property Assessed Clean Energy (PACE) loan are not eligible (such as the Home Energy Renovation Opportunity (HERO) Program) unless the lien will subordinate via a subordination agreement where the lien is no longer part of the property taxes that can take first lien priority (note, the HERO subordination agreement does not provide for this and is not eligible) and meets all Agency requirements</li> </ul>
	Properties with Manufactured Home Accessory Dwelling Units
DEED RESTRICTED PROPERTIES	Not allowed
PROPERTIES WITH	Allowed in states where it is common and customary
UNEXPIRED REDEMPTION	Must meet all agency requirements
RIGHTS	Title must insure over the right of redemption
	Redemption bond is required when required by the title company
	Written disclosure to borrowers of properties that are subject to unexpired
	redemption periods must be provided
	Must enter "Redemption Period" in Loan Program Comments section found on the
	Borrower Summary Form under the Disclosures Tab in FT360
MODULAR HOMES	<ul> <li>Factory-built housing must assume the characteristics of site-built housing and be legally classified as real property. The purchase, conveyance, and financing (or refinancing) of the property, which must be evidenced by a valid and enforceable first lien mortgage or deed of trust that is recorded in the land records, must represent a single real estate transaction under applicable state law.</li> <li>Prefabricated, panelized, or sectional housing units must conform to all local building codes in the jurisdiction in which they are permanently located.</li> <li>Modular homes must be built to the state building code requirement of the state in which they are to be installed. There are several state agencies that have adopted a Uniform Building Code for modular homes.</li> <li>Marketing time must not exceed 6 months.</li> </ul>
	Minimum of 2 similar factory-built comparables.
MULTIPLE PARCELS	<ul> <li>More than one parcel or lot may be included as long as all of the property is contiguous and legally marketable. VA does not set a limit on the number of acres that the property may have. If the property being appraised includes more than one parcel the appraisal must be prepared subject to placing all of the parcels on one deed.</li> </ul>
MAXIMUM ACREAGE	Maximum 40 acres
	Must enter "Over 10 Acres" in Loan Program Comments section found on the Borrower Summary Form under the Disclosures Tab in FT360 if property is over 10 acres
2-4 UNITS	Allowed
PROPERTIES WITH	Allowed
UNPERMITTED	The subject addition, improvement or conversion must comply with all VA guidelines

ADDITIONS			
COMMUNITY	Allowed must meet any agency requirements in regards to special assessment.		
DEVELOPMENT DISTRICT	<ul> <li>Allowed, must meet any agency requirements in regards to special assessment</li> <li>districts</li> </ul>		
(CDD)	districts		
ILLINOIS LAND TRUST	Illinois land trusts are allowed subject to the following:		
TELINOIS EARD TROST	All beneficiaries are individuals;		
	The Mortgage applicant(s) must be one of the beneficiaries of the trust;		
	The trustee must be a corporation or financial institution customarily engaged in		
	the business of acting as trustee under Illinois land trusts;		
	The beneficiaries have sole power of direction over the land trust and trustee;		
	<ul> <li>All beneficiaries are obligated as individuals under the terms of the note;</li> </ul>		
	The Mortgage applicants have been underwritten and are qualified Borrowers		
	under the requirements of the product;		
	All such Land Trust Mortgages are secured by owner-occupied, 1-4 family		
	properties; and		
	The term of the trust agreement is at least as long as the term of the security		
	instrument.		
	Documentation		
	Where the property is to be held in a land trust, all of the following additional		
	documentation must be provided:		
	<ul> <li>Land Trust Rider to the Mortgage/Deed of Trust</li> </ul>		
	Land Trust Rider to the Note		
	<ul> <li>Security Assignment to Beneficial Interest in Land Trust</li> </ul>		
	The trust agreement must be reviewed by the underwriter. No additions,		
	deletions, or other riders to the standard forms are permitted.		
	The Note, Mortgage and documents required above must be completed and		
	executed as follows:		
	The Note and Mortgage must include the number of the trust and the date		
	on which the trust was created. This information should follow the name of		
	the trustee on these documents.		
	The beneficiary must execute the Note and land trust rider to that Note.  The beneficiary must execute the Note and land trust rider to that Note.		
	<ul> <li>The trustee must execute the Mortgage, the Note, and the land trust rieach.</li> </ul>		
	<ul> <li>The beneficiary must assign his/her beneficial interest in the Note and trust agreement to the Seller.</li> </ul>		
	The riders must be dated and executed the same day as the Mortgage and		
	Note.		
	If Illinois Land Trust then "Illinois Land Trust" must be entered in the Loan Program		
	Comments section found on the Borrower Summary Form under the Disclosures Tab		
	in FT360		
MANUFACTURED HOMES	Eligible for Wholesale, Retail, and Correspondent channels		
	All Channels: Minimum 600 credit score		
	For credit qualifying only, maximum 50% DTI when residual income exceeds 120%		
	with compensating factors		
	0x30x12 mortgage history required.		
	No leasehold properties		
	Singlewide manufactured homes are not eligible		
	Manufactured Housing Condo units eligible		
	Manufactured Housing PUD units eligible		
	For manufactured homes, max 10 acres allowed		
	Manufactured home must be existing construction (permanently affixed to the		
VA IRRRL Product Profile	9 of 37 12/08/2022		

	foundation and titled as real estate).
	Must meet all VA requirements for IRRRL transactions with Manufactured Homes
	For credit qualifying loans: Unless meeting the requirements for no tax transcripts
	with W2 and/or fixed income, IRS Form 4506-C must be processed and income
	validated for the required number of years for the type of income used for
	qualification, (no stamped tax returns). Amended tax returns must have been filed at
	least sixty (60) days prior to the earliest of the purchase agreement, initial credit
	report date or mortgage application date and must be validated with a record of
	account (4506-C results). A copy of original 1040s (the 1040s filed prior to being
	amended) are required to be included in the loan file. Evidence of payment of the
	taxes due with the amended returns must also be provided. No Mortgage Interest
	Differential payment income allowed
OCCUPANCY	Primary Residence (O/O), Second Home (SH) and Non-Owner Occupied (N/O/O)
SECOND HOME	Second Home (SH)
	Must be one unit property
	The loan file must contain documentation that the veteran previously occupied the
	subject property as their primary residence at one point in time.
	Must provide certification of prior occupancy
NON-OWNER OCCUPIED	Non-Owner Occupied (N/O/O)
	The loan file must contain documentation that the veteran previously occupied the
	subject property as their primary residence at one point in time.
	Must provide certification of prior occupancy
ELIGIBLE BORROWERS	Generally the parties obligated on the original VA loan must be the same parties on
	the new loan and the veteran must still own the property.
	The veteran or the spouse of an active service member must certify that he or she
	previously occupied the property as his or her home.
	A Certificate of Eligibility (COE) is not necessary for IRRRLs. VA's systems now provide
	for more accurate funding fee exemption information at the time the VA loan
	number is requested and on the IRRRL Appraisal Case Initiated screen of the loan
	record in WebLGY. Lenders can print this verification at any time throughout the loan
	origination process. (NOTE: A surviving spouse who was a co-obligor under an
	existing VA-guaranteed loan is eligible for an IRRRL to refinance the VA-guaranteed
	loan.)
	ITIN (Individual Tax Payer Identification Numbers) are not allowed
	Maximum of four borrowers allowed per loan
	If a borrower is being removed (when allowed by VA, usually due to death or divorce,
	see section below), the underwriter must certify that the lower payment and interest
	rate, and the minimum 25 percent guaranty compensate for no re-underwriting on
	the new loan.
	Co-signers are not allowed, anyone who signs the Note must be on all documents  and to be title and the least.
	and take title on the loan
	Borrower must take title in individual names or Inter Vivos Revocable "Living" trusts  (see below for trust requirements)
	<ul> <li>(see below for trust requirements)</li> <li>No irrevocable trusts, enhanced life estates (AKA Lady Bird Deed), corporations, LLCs,</li> </ul>
	etc. allowed
	<ul> <li>Only eligible borrowers who sign the Note may take title to the property at closing.</li> <li>The only exception is the veteran's legal spouse.</li> </ul>
	Life estates are not eligible for financing. A life estate is an estate whose duration is
	limited to the life of the party holding it, or some other person, upon whose death
	the right reverts to the grantor or his heirs
	Borrowers with diplomatic immunity or "foreign politically exposed" are not eligible

- Registered Domestic Partners are are not recognized by VA.
- The borrower must permanently reside in the United States. Adequate documentation must be provided to substantiate such residency in the U.S.
- Adding or removing borrowers on the loan is allowed as acceptable to VA.
   Underwriter discretion for the new transaction should be used when removing a borrower to ensure the remaining borrower has been able to handle the payments successfully.
- Borrowers under Deferred Action, the Dreamer's Act or DACA (EAD Code C33, C14, etc.) are not eligible. Although, these individuals may have been granted permission to remain in the U.S. for a period of time, DACA/Deferred Action does not grant a legal status. PRMG requires all borrowers to document proof of legal residency in the U.S. Additionally, they must follow the applicable guidelines for income (typically 2 year history and likely to continue for 3 years as applicable.) A borrower with DACA/Deferred Action status would not be able to meet the borrower eligibility documentation requirements (i.e., green card or meet applicable agency standard guidelines for income) and therefore is not be eligible.

# BORROWER COMBINATIONS

### Eligible Veteran/Borrower Combinations:

- Veteran
- Veteran and non-veteran spouse
- Two veterans who are married to each other where only one veteran will be using entitlement.
- Two veterans who are married to each other where each veteran will be using entitlement (as long as the factor for the VA Funding Fee is the same for both veterans)
- Surviving spouse of an eligible veteran (if determined eligible by a VA-issued COE).
- Spouse of an active-duty service person who has been listed as MIA or POW for more than 90 days (if determined eligible by a VA-issued COE).
- Two veterans who are not married to each other where each veteran will be using entitlement (Joint Loans).
- Two veterans where the factor for VA Funding Fee is not the same
- Eligible Veteran/Borrower Combinations that require prior approval by VA:
  - Veteran and non-veteran who is not the veteran's spouse (VA will only issue guaranty on the veteran's portion of the loan. Loan must still include the minimum 25% coverage and can be a combination of VA provided entitlement plus cash down payment/equity).
- Ineligible Veteran/Borrower Combinations
- Any type of borrower not listed as eligible

# ADDING/REMOVING A BORROWER

- VA indicates that generally, the parties obligated on the original loan must be the same on the new loan (and the veteran must still own the property). VA can advise via the local RLC regarding a proposed IRRRL involving a change in obligors unless the acceptability of the IRRRL is clear.
- In general, you cannot remove any borrowers on an IRRRL, if they were both obligated on the original loan, they must both be obligated on the IRRRL. Reach out to the local RLC for clarification on specific scenarios.
- The following are scenarios addressed by VA:

Current VA Loan	Parties to be Obligated on new IRRRL	Is IRRRL Possible?
Unmarried veteran	Veteran and new spouse	Yes
Veteran and spouse	Divorced veteran alone	Yes

		Veteran and different			
	Veteran and spouse		spouse Yes		
		Different veteran who has			
	Veteran alone	substituted entitlement Yes			
		Spouse alone (veteran			
	Veteran and spouse	died)	Yes		
	Veteran and nonveteran				
	joint loan obligors	Veteran alone	Yes		
	Veteran and spouse	Divorced spouse alone	No		
		Spouse alone (veteran			
	Unmarried veteran	died)	No		
		Different spouse alone			
	Veteran and spouse	(veteran died)	No		
	Veteran and nonveteran				
	joint loan obligors	Nonveteran alone	No		
RESIDENT ALIENS	See Eligible Borrowers al	oove.			
NON-PURCHASING	See Eligible Borrowers al				
SPOUSE IN A					
COMMUNITY PROPERTY					
STATE					
NON-OCCUPYING CO-	Non-occupying co-borro	wers / co-signers are not allow	ved.		
BORROWERS	., .				
SEASONING	See below.				
REQUIREMENTS					
RECENTLY DELISTED	Evidence of listing cance	llation is required on or prior t	o application date		
PROPERTIES	_	orrower must provide written	• •		
	occupy				
		ocument a letter of intent sign	ed by the borrower		
		acknowledging they do not intend to relist the property for 12 months after the note			
	date				
TITLE SEASONING/LOAN	The borrower must have	made at least 6 consecutive r	nonthly payments in order to		
SEASONING	be underwritten as an IRRRL. Borrowers cannot prepay the loan to meet the six				
	month rule, therefore th	e note date on the new loan n	nust be at least six months		
	after the first payment d	ue date of the prior loan.			
	Six month chain of title a	s evidenced by the title comm	itment required		
	• The <b>note date</b> of the <b>refi</b>	nance loan must be on or afte	er the later of:		
	the date on which the	e borrower has made at least	six monthly payments on the		
	loan being refinance	d; and	, , ,		
	the date that is 210 days after the first payment due date of the loan being				
	refinanced		· ·		
	Additionally, as of the date of loan closing ( <u>note date</u> ) of the refinance loan the				
	following must be met:				
	The due date of the first monthly payment of the loan being refinanced is 210				
	days or more prior to the closing date of the refinance loan (note, when the loan				
	being refinanced has been modified, the 210 days of seasoning must be				
	measured from the f	measured from the first payment due date listed on the modification agreement,			
	not from the first payment due date of the original loan.); and				
	Six consecutive monthly payments have been made on the loan being refinanced				
	For refinance of modified mortgages the following also applies: the note date of the				
	new mortgage must be on or after the later of (1) the date that is 210 days after the				
	date on which the first modified monthly payment was due on the mortgage being				
	acce on which the mot mountainy payment was due on the mortgage being				

	refinanced; and (2) the date on which six (6) modified payments have been made on				
	the mortgage being refinanced.				
	Loans being refinanced that have been modified must meet all seasoning				
	requirements beginning with the first payment due date after the modification has				
	been completed.				
	Clarified documentation must support whether or not the loan being refinanced (the				
	original loan) has been modified, as modified loans require seasoning based off of				
	the modification date.				
	The seasoning requirements listed are in regards to the existing first mortgage being				
	refinanced.				
ANTI-FLIPPING POLICY	• N/A				
VALUE FOR LTV/CLTV	See below.				
CALCULATION					
Purchase Value	• N/A				
Requirement					
Rate/Term Value	• N/A				
Requirements					
INTEREST RATE	The maximum total loan amount is the VA loan balance plus the following:				
REDUCTION REFINANCE	<ul> <li>Allowable fees and charges (including a maximum of 2 discount points), plus</li> </ul>				
(IRRRL) REQUIREMENTS	The VA funding fee				
	LTV must be calculated using the base loan amount (excluding the VA funding fee)				
	• For loans with no appraisal, an estimated value to generate a maximum of 95%				
	LTV/CLTV based on the base loan amount should be entered for LTV/CLTV				
	calculations				
	Use VA Form 26-8923 (IRRRL Worksheet), to calculate the maximum loan amount.				
Cash Out Value	• N/A				
Requirement					
CASH OUT	• N/A				
REQUIREMENTS INTEREST RATE					
REDUCTION REFINANCE	• Cash back to the borrower is not allowed with the exception of minor adjustments at closing, provided that amount does not exceed \$500.				
(IRRRL)	<ul> <li>See Texas addendum for additional guidelines for properties located in Texas.</li> </ul>				
SHORT REFINANCE					
QUALIFYING	<ul> <li>Not allowed.</li> <li>The qualifying guidelines below only apply to credit qualifying IRRRLs.</li> </ul>				
QUALIFTING	<ul> <li>Fixed Rate: Qualify at note rate.</li> </ul>				
	<ul> <li>ARMs: ARMs: Qualify at greater of the fully indexed rate (index rate plus the margin)</li> </ul>				
	or the note rate				
	<ul> <li>Minnesota Properties: All ARMS qualify at the greater of the product's qualifying</li> </ul>				
	requirement or the loans fully indexed fully amortized rate				
	Revolving debt can NOT be paid off to qualify.				
	<ul> <li>If a credit report shows an asterisk next to the payment, it can be an indication that</li> </ul>				
	the payment listed is not the required monthly minimum payment amount, and as				
	such will require supplemental documentation to support the payment, as required				
	by the agency or, if revolving, 5% of the balance can be used for the payment				
	• Do not count installment debt with less than 10 months remaining in ratios if there is				
	excessive residual to cover the payment.				
	If student loan repayments are scheduled to begin within 12 months of the date of				
	VA loan closing, lenders should consider the anticipated monthly obligation in the				
	loan analysis, see below for calculation requirements. If the borrower is able to				
	provide evidence that the debt may be deferred for a period outside that timeframe,				
	the debt need not be considered in the analysis.				

- If a student loan is in repayment or scheduled to begin within 12 months from the date of VA loan closing, must use the anticipated monthly obligation in the loan analysis and utilize the payment established in (1) or (2) below. First, however, determine the threshold by calculating each loan at a rate of 5 percent of the outstanding balance divided by 12 months. For payment option (1) use the payments reported on the credit report for each student loans if the reported payment is greater than the threshold payment calculation above; or (2) If the payment reported on the credit report is less than the threshold payment calculation above, the loan file must contain a statement from the student loan servicer that reflects the actual loan terms and payment information for each student loans. The statements must be dated within 60 days of VA loan closing and maybe an electronic copy from the student loan servicer's website or a printed statement provided by the student loan servicer.
- Car leases are not considered installment debt and must be included in the debt ratio calculations.
- For non-HELOC loans, when qualifying a borrower that has a non-subject negative amortization or interest only loan, use the fully amortized payment
- For any additional properties, obtain a recent payment coupon or other documentation to ensure the loan is qualified using the full PITIA.
- In municipalities where disabled Veterans are exempt from paying property taxes (such as in New Jersey), taxes can be excluded from the PITIA for qualifying, if specific requirements are met. The loan must still have property taxes collected and included in the escrow account set up at closing. Please note, once borrower is approved for the exemption they will need to contact their servicer to update their escrow account and get a refund, if applicable. A letter from the local municipality evidencing the municipality exempts disabled Veterans from paying property taxes, evidence the veteran will qualify for the exemption, and a copy of the completed application for exemption filing by Veteran must be provided (it is not required to show evidence of filing as it will be submitted by Veteran after purchase). If there are any taxes that the borrower is not exempt from including non-advalorem taxes, they must be included in the qualifying ratio and escrow account.
- If the borrower is on a payment plan with the IRS for prior tax years, the underwriter must condition for proof the money owed has been paid in full or verify the borrower has been in a payment plan that has been paid on time for at least 3 months and count the debt in the DTI. There is no requirement for a record of account or other documentation to reflect tax payment status. For the current tax year (most recent tax filing), if the 1040s or other documentation shows the borrower has outstanding tax debt for the current tax year, evidence of payment of the taxes due (or evidence borrower is on a payment plan with at least one month payment required to have been made prior to the application date in lieu of full payment as long as the borrower qualifies with the payment in the ratios) is required. If the check to the IRS has not yet cancelled (copy of the uncashed check not required), the file must reflect the borrower's ability to pay (borrower must have enough assets after backing out funds used for transaction and reserves). For Amended Tax Returns or Stamped Tax Return option, see the applicable guidance in the Product Profile for further requirements.
- Non-Taxable Income: Use current IRS and state income tax withholding tables to determine an amount which can be prudently employed to adjust the borrower's actual income. Use a figure of 125 percent of the borrower's non-taxable income when "grossing up."
- A tax withholding table can be found at the following link, but be sure to use the most recent tax table: <a href="https://www.irs.gov/pub/irs-pdf/n1036.pdf">https://www.irs.gov/pub/irs-pdf/n1036.pdf</a>

	Follow VA lender handbook for borrowers earning commission income. When			
	earning commission that is 25% or more of annual income, must deduct 2106			
	expenses for qualifying.			
	When a deferred debt will begin within 12 months, the debt must be included in the			
	debt-to-income ratio. If no monthly payment is reported or available, use a payment			
	calculation of 5% of the current balance divided by 12.			
RATIOS	Credit Qualifying loans:			
NATIOS	Generally, max ratio of 41% allowed			
	Ratios >41% when residual income exceeds the guideline by at least 20% and			
	significant documented compensating factors exist such as			
	Excellent credit history			
	Conservative use of consumer credit			
	Minimal consumer debt			
	Long-term employment     Significant liquid assets			
	Significant liquid assets     Sizable down payment			
	Sizable down payment     The evictories of equity in refinencing leans.			
	The existence of equity in refinancing loans     Hittle or maintenance in challeng our area.			
	Little or no increase in shelter expense  Additional boardite			
	Military benefits     Satisfactory have a superior as			
	Satisfactory homeownership experience     High residual incomes			
	High residual income  Tourse dita for abild core			
	Tax credits for child care  Takes of the section and the			
	Tax benefits of home ownership			
	Ratios cannot exceed 41% if residual income does not exceed the guideline by at			
	least 20 percent.			
	Non-Credit Qualifying loans:     No ratios calculated.			
Flimible Toursts	No ratios calculated			
Eligible Trusts	Inter Vivos Revocable "Living" trusts only			
	Acceptable trust options are: Certification of Trust or Complete Trust Agreement with			
	Attorney Opinion Letter or Complete Trust Agreement without Attorney Opinion			
	Letter			
	• If using a full copy of the Trust with no attorney opinion letter (not using Trust Cert),			
	underwriter/trust reviewer must enter "Full Trust with No Attorney Letter" in Loan			
	Program Comments section found on the Borrower Summary Form under the Disclosures Tab in FT360.			
	<ul> <li>Underwriter to review Inter Vivos Revocable Trust Checklist, which can be found on the Resource Center or at the following link:</li> </ul>			
	http://www.eprmg.net/ResourceCenter/Checklists/InterVivosRevocableTrustChecklis			
	t.pdf			
	<ul> <li>Questions on Vesting should be send to <u>ComplianceGroup@prmg.net</u></li> </ul>			
NOTARY	The notary cannot a have direct financial interest in the loan (which would include)			
NOTAKI	loan officer, processor, branch manager, realtor, etc.)			
POWER OF ATTORNEY	Power of Attorney must be reviewed and approved by fulfillment center Operation			
. SWER OF ALTORINE	Manager/Funding Manager/Funding Supervisor			
	Allowed with the following requirements:			
	Power of Attorney (POA) must be limited or specific to the transaction			
	Must be accompanied by an "Alive and Well Statement" obtained at the time of			
	closing (VA Lenders Handbook Ch 9 Sec 7)			
	<ul> <li>Lander must make the following cortification: "The undersigned Lander cortifies.</li> </ul>			
	<ul> <li>Lender must make the following certification: "The undersigned Lender certifies that written evidence in the form of correspondence from the veteran or, if on</li> </ul>			

active military duty, statement of his or her commanding officer (including statement of person authorized to act for said officer), affirmatively indicating that the veteran was alive and, if the veteran is on active military duty, not missing in action status on (date), was examined by the undersigned and that the said date is subsequent to the date the Note and Security Instruments were executed on the veteran's behalf by the attorney-in-fact."

- Power of Attorney may not be used to sign loan documents if no other borrower executed such documents unless, the Attorney in Fact is a relative or Attorney at Law.
- Allowed with all transaction types
- POA can be used only for closing documents
- The attorney-in-fact may not be the seller, appraiser, broker, etc. or have any other direct or indirect financial interest in the transaction
- A statement that the POA is in full force and effect on the closing date, survives subsequent disability (durable), and has to be revoked in writing, or gives a specific expiration date which survives the closing date
- A statement of the borrower's name exactly as it will appear on all closing documents
- Notarized signature of borrower (if executed outside the U.S., it must be notarized at a U.S. Embassy or a military installation)
- Recorder's stamp, if previously recorded
- The attorney-in-fact must execute all closing documents at settlement
- Title policy must not contain any exceptions based on use of POA
- POA must be recorded along with or immediately prior to the closing documents
- If a lender determines a Power of Attorney is required by applicable law (so cannot be restricted by investor requirements), lender must include a written statement explaining use of the Power of Attorney and may also be required to provide supporting documentation.
- A written statement that explains the circumstances of the use of the POA must be included in the loan file.
- Must met all Agency requirements

# LEXIS-NEXIS SEARCH REQUIREMENT

- For any of the following transaction types an email request (which includes a screenshot or snip of the loan in the FastTrac pipeline) must be sent to QC to have a LexisNexis search run on involved parties to the transactions to ensure there is no relationship between the buyer and seller. (Not all items listed may be applicable to this product, review product profiles for what is allowed).
- Please note, Lexis-Nexis not required in the following cases:
  - When the seller is an investor, such as HUD, FNMA, FHLMC, etc.
  - When the seller is an REO lender who acquired the subject property by Trustee Sale as the Beneficiary.
  - When there is a relationship that is disclosed, such as the borrower and seller being related or a tenant and landlord relationship, and you already know it is acceptable per PRMG guidelines.
  - Property is new construction
- LexisNexis is required for:
  - All short sales
  - All conventional **purchase** loans using Freddie Mac's Automated Collateral Evaluation (also known as ACE or an appraisal waiver)
  - All contractors involved in a renovation loan with PRMG.
- In addition, LexisNexis can be requested any time an Underwriter feels it will assist with clearing a questionable area in the loan file. It will also provide evidence in

## FastTrac imaging that the additional due diligence was taken when additional support is necessary to reinforce that a sound underwriting decision has been made. **QC AUDIT REQUIRED** For the Retail, Wholesale, and Non-Delegated Correspondent channels, a QC audit is required if the loan has any of the following high risk characteristics (not all items listed may be applicable to this product, review product profiles for what is allowed): 5-10 financed properties for Second Home and Investment transactions. All 3-4 unit properties. All 2-4 unit purchase properties located in the State of New Jersey. Renovation Loans (203k/Homestyle) - Not Required if credit approval is obtained by investor When the borrower is currently employed by a party to the transaction or is a part of the transaction. Samples of this are when the borrower is employed by the Mortgage Broker, Settlement Agent, Title Company, Realtor's Office, the borrower is the Real Estate Agent, is the Settlement Agent, Title Officer, etc. When the Real Estate Agent is also the Loan Officer on the transaction (Wholesale channel only; not allowed under the Retail channel). Note: Only a few of our products allow this type of relationship. Please check the applicable product profile for your transaction to confirm it is allowed. Any loan originated through the Wholesale and Correspondent (Delegated & Non-Delegated) Channels that has a VOE only as Verification of Employment/income (No paystubs or W-2's in the loan file) requires a VOE revalidation. If all income verified from that source is validated through Day 1 Certainty then the VOE revalidation is not required. Any loan originated through the Wholesale and Correspondent (Delegated & Non-Delegated) Channels that has a VOD only as Verification of Deposit/Assets (No bank statements in the loan file) requires a VOD revalidation unless all borrower assets verified from that source are validated through Day 1 Certainty. If all borrower assets verified from that source are validated through Day 1 Certainty then the VOD revalidation is not required. If you receive an error message when attempting to run the loan through DataVerify and there are too many REOs to get a clear report (over 30 REO properties would create this error). NOTE: The above list applies to credit qualifying and non-PRMG Employee loans only. For the Delegated Correspondent Channel: A QC Audit is not required unless the Correspondent was put On Watch by the Compliance Audit Team and Senior Management • VOD & VOE re-verification is still required LexisNexis Requirements still apply and is still required QC Requirements subject to change A QC audit may be required for non-loan level reasons as well, please refer to Loans Requiring Pre-Funding QC Audits document in the Resource Center for complete QC Audit requirements: http://www.eprmg.net/ResourceCenter/OualityControlInformation/LoansRequiringPre

# QC REVALIDATION REQUIRED

- A QC validation is required if the loan has any of the following characteristics (not all items listed may be applicable to this product, review product profiles for what is allowed):
- A revalidation of the VOE (in addition to the audit) is required by the QC Department if the following is used:
  - VOE only used (when allowed by AUS) and not supported by paystub/W2 and

-FundingQCAudits.pdf

## Wholesale and Correspondent channels only (not required for retail channel)

- A revalidation of the VOD is required by the QC Department for the if the following is used:
  - VOD only used (when allowed by AUS) and not supported by bank statements and
  - Wholesale and Correspondent channels only (not required for retail channel)
- Note: A Borrower Authorization in name of PRMG may be required to obtain VOD or VOE revalidation if requested by the verifying institution.

# INCOME REQUIREMENTS/LIMITS

- Underwriter has the discretion when evaluating the loan file to utilize a more conservative approach to income/expenses for qualification purposes based on the circumstances of the loan.
- All income sources used to qualify borrowers must be legal at the local, state, and federal level. Any income derived from an activity or source that violates Federal, state, or local laws cannot be considered for loan qualification for both self-employed borrowers and wage earners working for a company.
- Housing Assistance Payments (HAPs), which are often known as Section 8
   Homeowner Vouchers, where a portion of the mortgage payment is paid directly to the borrower/lender as a subsidy for the mortgage payment on the subject property is not allowed.
- For Credit Qualifying Transactions:
- For borrowers with social security or disability income, in addition to standard
  documentation requirements, a copy of the last Notice of Award letter or an
  equivalent document that establishes the award benefit expiration date must be
  provided to document continuance of income. If the benefits do not have a defined
  expiration date, the underwriter should assume income will continue. Under no
  circumstance, should documentation be requested concerning the borrower's
  disability or medical condition.
- For non-reimbursed business expense, follow VA qualifying requirements
- For borrowers with rental income, if a lease agreement is required then the lease agreement must executed by the landlord and the tenant and all pages of the lease agreement must be included.
- For borrowers with rental income from non-subject properties that have a loss, must reduce the income with the loss amount (cannot add the negative cashflow as a liability). Fannie Mae rental income calculation worksheets are acceptable for calculations.
- Section 8 rents where borrower is paid a rent subsidy for other tenants from the government for the property (either for rents on units 2-4 on subject property or on other rental property) is allowed. Must have documentation of new executed leases, or lease addendums to the new owner and to show that the Section 8 income will transfer to the new owner. Additionally there may be no obligation to the servicer to receive the Section 8 funds. Borrowers must follow standard guideline requirements to determine if rents are allowed to be used for qualifying.

#### **RESIDUAL INCOME**

- Residual income is calculated on Credit Qualifying loans only.
- Residual income is the amount of net earnings remaining to maintain family living expenses (i.e. food, healthcare, gasoline).
- The residual income that is calculated should be greater than or equal to the residual income posted by VA.
- Residual Income Calculations:
  - Gross Income (taxable) Federal & State Taxes & Social Security deduction = Net Take Home Pay.
  - Gross Income (Non-taxable) = Net Take Home Pay. When calculating non-taxable

residual income, the income may NOT be grossed up.

 Net Take Home Pay – Obligations (revolving & installment debts) – new PITIA (including maintenance, utilities, dues) = RESIDUAL INCOME.

Residual Income by Region for loan amounts < \$80,000				
Family Size <sup>1</sup>	North East	Midwest	South	West
1	\$390	\$382	\$382	\$425
2	\$654	\$641	\$641	\$713
3	\$788	\$772	\$772	\$859
4	\$888	\$868	\$868	\$967
5	\$921	\$902	\$902	\$1004
1 – Add \$75 for each additional member up to a family of 7.				

Residual Income by Region for loan amounts ≥ \$80,000				
Family Size <sup>1</sup>	North Eas	idwest	South	Wst
1	\$450	\$441	\$441	\$491
2	\$755	\$738	\$738	\$823
3	\$909	\$889	\$889	\$990
4	\$1025	\$1003	\$1003	\$1117
5	\$1062	\$1039	\$1039	\$1158
1 – Add \$80 for each additional meber up to a fail of 7.				

 Please see Attachment B at the end of the document for breakdown of states by region.

#### **NET TANGIBLE BENEFIT**

- A Net Tangible Benefit (NTB) worksheet must be completed on each file and is available as a tab within the VA IRRRL Worksheet with NTB, which is available in the Resource Center.
- Per Circular 26-18-13, the following Net Tangible Benefit must exist:
  - If going from VA fixed to VA fixed: interest rate must be at least .50 less in interest rate than the previous loan
  - If going from VA fixed to VA ARM: interest rate must be at least 2.00 less in interest rate than previous loan
- When going from VA fixed to VA ARM the lower interest rate cannot be the result of discount points (buying down the rate) unless:
  - Applicable discount points are paid at closing;
  - For discount point amounts less than or equal to 1.0%, loan must have a 100% LTV or less
  - For discount point amounts greater than 1.0%, loan must have a 90% LTV or less
- If needing to determine LTV for the NTB LTV requirement when going from VA fixed to VA ARM and charging discount points, LTV must be determined by one of the following and should not be ordered through VA, but via standard ordering process and must be one of the following: Exterior-Only Inspection Residential Appraisal Report (Fannie Mae 2055), Uniform Residential Appraisal Report (Fannie Mae 1004), Exterior-Only Inspection Individual Condominium Unit Appraisal Report (Fannie Mae 1075), Individual Condominium Unit Appraisal Report (Fannie Mae 1073) or other industry accepted appraisal reports for multi-unit homes
- To ensure compliance with VA's requirements, a copy of the note from the refinanced loan must be provided or other documentation that will provide needed information to ensure the borrower is meeting the net tangible benefit interest rate requirement.

TERM INCREASE	The term of the new loan may not exceed the original term by more than 10 years,
	subject to a maximum term of 30 years plus 32 days.
INTEREST RATE DECREASE	The interest rate of the new loan must be less than the interest rate of the existing
	VA loan, unless refinancing an ARM to a fixed rate (for application taken on or after
	5/25/18 must also meet Net Tangible Benefit requirements.)
	<ul> <li>Refer to Net Tangible Benefit section in regards to additional interest rate change requirements for net tangible benefits.</li> </ul>
PAYMENT INCREASE	PRMG does not allow IRRRLS where a payment is increasing or staying the same
	The following listed are VA requirements, but PRMG is not allowing IRRRLS where the
	payment increases due to the fee restrictions imposed by VA.
	The P & I payment must be less than the P & I payment of the existing VA loan, unless
	Refinancing an ARM to a Fixed Rate OR
	The term of the new loan is less than the term of the existing VA loan  If the DITIA is agreed to 2007, any agree the content of the existing VA loan.
	<ul> <li>If the PITIA increases by 20% or more the veteran's ability to repay must be demonstrated. The loan must be a credit qualifying IRRRL.</li> </ul>
	Please note, if the P&I payment stays the same or increases there can be no fees
	charged to the borrower. Per VA Circular 26-19-22, the veteran can occur no fees,
	closing costs, or expenses (other than taxes, amounts held in escrow, and the VA
	Funding fee). (all fees would have to be paid by a lender credit which are funds
TEMPORARY BUYDOWNS	provided by the lender that are not a part of the rebate).
TEIVIPORART BUTDOWNS	Not allowed.
CREDIT	Use VA underwriting guidelines with the following specifics:
	The use of a U.S. address to obtain a credit report for a borrower who resides in
	another country is not permitted.
	If the borrower's credit report contains a FACTA credit alert, the completed Fraud  Alert Confirmation form must be in the file (available via Resource Contact)
	<ul> <li>Alert Confirmation form must be in the file (available via Resource Center).</li> <li>Qualifying FICO score is determined by using the middle of three, lowest of two</li> </ul>
	scores or single score if that is the only score available. If there are multiple
	borrowers, then use the lowest representative score of all borrowers to qualify.
	All Borrowers must have a valid FICO score.
	If the loan is seasoned 12 months or more, evidence that the existing loan (loan)
	being refinanced) has not had any 30-day or greater mortgage lates in the past 12
	months. If the loan is seasoned less than 12 months, evidence: The existing loan has no 30-day or greater mortgage lates since the inception of the loan and No 30-day or
	greater mortgage lates for any other first mortgage loans associated with the
	property and borrower(s) in the most recent 12 months. NOTE: If the borrower does
	not have at least a 6 month consecutive mortgage payment history on the current
	mortgage, the loan must be processed as a standard VA refinance transaction.
	For manufactured homes, 0x30x12 mortgage history is required  The gradit report for the program history must be undeted to include the power and the program of the pr
	<ul> <li>The credit report for the mortgage history must be updated to include the payment made for the most recent month due.</li> </ul>
	If a judgment or tax lien is being paid off and Agency Guidelines are requiring proof
	of satisfaction or if it is paid off prior to closing, evidence the judgment is satisfied or
	the tax lien has been released is required. If the Agency Guidelines will allow a
	judgment or tax lien to be paid off with the transaction all Agency Guidelines must
	be met (i.e., must be paid through the transaction and funds must be verified and
	<ul><li>documented).</li><li>If a disputed account is a borrower's verified previously delinquent mortgage trade</li></ul>
	line, which may affect the credit score of the borrower, information regarding the
	dispute must be obtained. The underwriter must verify that the credit report is

considering the previously delinquent mortgage. If it is unclear if the previously delinquent mortgage is being considered (and based on underwriter discretion, the delinquent mortgage may impact the credit score), the dispute should be removed at the bureau level and credit report re-run to reflect accurate credit message without dispute. For instance, a zero balance where the last activity is more than 3 years prior to the credit report date may be determined by the underwriter to not require the dispute to be removed.

- MERS search must be run on borrower for non-credit qualifying transactions and on borrower for credit qualifying transactions only
- Credit documentation must not be more than 120 days old from the note date

# CREDIT QUALIFYING CREDIT REQUIREMENTS

- For Credit Qualifying loans the following additional guidelines are required:
  - Non-traditional credit is not allowed as a basis for loan approval
  - Collections: Collections and judgments must be paid per Underwriter recommendation. Borrowers with a history of collection accounts should have a 12 month history of reestablished satisfactory credit in order to be considered a satisfactory credit risk.
  - Tax liens and judgments must be paid prior to closing.
  - Chapter 7 bankruptcies must be discharged at least 2 years from loan closing date and the borrower has re-established their credit.
  - Active Chapter 13 bankruptcies are allowed if the following are met:
    - one year of the payout period has elapsed from loan closing date,
    - the borrower's payments have been satisfactory, and
    - the court approves the mortgage transaction.
    - The borrower must also provide a satisfactory 12 month rental / mortgage rating.
  - Prior Chapter 13 bankruptcies must be discharged or dismissed for at least 2 years from loan closing date and the borrower must have re-established credit.
  - Short sales, short payoffs, and pre-foreclosure sales are considered foreclosures.
  - Foreclosure: Foreclosures within the last two (2) years from loan closing date are not allowed.
  - Borrowers with mortgages that have been modified must follow VA requirements, and for loans being refinanced that have been modified, must also meet any applicable loan seasoning requirements for modified mortgages
  - PRMG does not allow use of extenuating circumstances in the credit decision for reduced seasoning or satisfactory credit requirements.

## **CAIVRS REQUIREMENT**

- CAIVRS allows participating lenders to learn when a borrower has previously defaulted on a federally assisted loan.
- All borrowers must be screened by CAIVRS to determine there have been no late payments on Federal debt obligations
- A CAIVRS is required and must be noted in the remarks section of the IRRRL Worksheet and the CAIVRS findings must evaluated and be used in the credit decision
- CAIVRS needs to be run
- A CAIVRS screening on each veteran and any co-obligor must be performed and documented.
- A borrower cannot be considered a satisfactory credit risk if he or she is presently
  delinquent or in default on any debt to the federal government until the delinquent
  account has been brought current or satisfactory arrangements have been made
  between the veteran and the federal agency.
- If the CAIVRS that begins with a "C" (Claim) or a "D" (Default) is not eligible, unless proof that the debt has been satisfied is provided.

### LDP/GSA REQUIREMENT

- All parties involved with and who handle the loan file (see instructions in the Resource Center for additional information) must be checked against HUD's Limited Denial of Participation (LDP) list at
- https://www5.hud.gov/ecpcis/main/ECPCIS\_List.jsp and the General Services
   Administration's (GSA) Excluded Party List at
- https://www.sam.gov/portal/public/SAM/
- Any entity noted on either of the LDP and GSA lists must be removed from the transaction or will cause the loan to be ineligible.
- The parties to verify include, but are not limited to, Buyers (including AKAs on the credit report), Sellers, Loan Officer, Buyers Agent, Sellers Agent, Escrow Officer, Title Officer, Appraiser, Processor, and Underwriter.

## VA LOAN GUARANTY / ENTITLEMENT

- The entitlement is the dollar amount of loan guarantee that VA provides to each eligible veteran.
- No additional charge is made to the veteran's entitlement for an IRRRL (i.e. the amount of the veteran's previously used and available entitlement remains the same before and after obtaining the IRRRL).
- The new IRRRL loan amount may be different than the original loan amount being refinanced.
- Veterans with partial entitlement are allowed provided there is a minimum 25% coverage requirement. Coverage is a combination of VA provided entitlement plus cash down payment/equity.
- Compromised Entitlement is acceptable under the following conditions:
  - The loan conforms to GNMA secondary market guidelines which include the minimum 25% coverage requirement. Coverage is a combination of VA provided entitlement plus cash down payment/equity.

#### **FUNDING FEE**

- The Funding Fee is the fee that VA charges when a Veteran uses its Home Loan Guarantee Program.
- The VA funding fee may be paid in cash (including with seller credits/rebate) or financed, or a combination of the two, provided the entire loan amount including any financed Funding Fee does not exceed the maximum loan amount permitted for this product.
- For joint loans (with two or more veterans), funding fees are calculated equally by the amount of people on the loan. It is based on each veteran paying an equal share
- The funding fee may be financed into the loan amount provided the loan amount does not exceed the maximum loan amount allowed for the product, (otherwise it needs to be closed under VA IRRRL High Balance.)
- The funding fee for all IRRRLs is .50%
- Waiver of funding fees applies to the following: (a.) A Veteran who is receiving disability compensation (or who, but for the receipt of retirement pay or active service pay, would be entitled to receive compensation). (b.) A surviving spouse of any Veteran (including a person who died in the active military, naval, air, or space service) who died from a service-connected disability. (c.) A Veteran who is rated eligible to receive compensation as the result of a pre-discharge disability examination and rating, or based on a pre-discharge review of existing medical evidence (including service medical and treatment records) that results in the issuance of a memorandum rating. (Please see item 3.c. below.) (d.) A member of the Armed Forces who is serving on active duty and who provides, on or before the date of loan closing, evidence of having been awarded the Purple Heart.
- Lenders are to ensure, before loan closing, whether a borrower is exempt from having to pay a funding fee. Lenders are also to exercise due diligence in determining whether an exemption would apply at the time of loan closing (that is, when the

## FEES AND CHARGES

funding fee is normally collected from a borrower). Lenders are not to ignore information that could indicate a funding fee exemption might apply. Furthermore, lenders are not to advise a potentially exempt borrower to finance the funding fee, effectively providing the borrower with cashback after loan closing.

- The recoupment period for all allowable fees and charges financed as part of the loan or paid at closing may not exceed thirty-six (36) months.
- Recoupment calculation must be in alignment with Circular 26-18-1 and policy clarification, which generally is as follows:
  - Recoupment is the amount of time it will take the borrower to recoup the fees
    required to refinance new loan based on the monthly P&I savings (total fees
    divided by monthly savings (old P&I new P&I) = months of recoupment). Must
    use the standard calculation for P&I based on total loan amount when
    determining monthly savings.
  - Note: Pre-paid expenses such as real estate taxes and homeowners insurance are excluded as transaction costs when calculating recoupment period, as well as the VA Funding Fee per Circular 26-19-22.
  - Lender credits (funds provided by the lender that are not a part of the rebate) and premium pricing may be used to offset allowable fees. Rebate (YSP) is not allowed to be used to pay for non-allowable fees
  - Note: There must be a monthly P&I savings in order to complete the recoupment period calculation and if there is not a monthly savings, then there can be no fees charged to the borrower. Per VA Circular 26-19-22, the veteran can occur no fees, closing costs, or expenses (other than taxes, amounts held in escrow, and the VA Funding fee). PRMG does not allow IRRRLS where a payment is increasing or staying the same
- The veteran can pay a maximum of:
  - A 1% flat charge (typically called an "Origination Fee"), plus,
  - Reasonable discount points used to buy down the interest rate, plus,
  - Reasonable and customary amounts for any or all of these "Itemized Fees and Charges"
  - Appraisals, including second appraisals requested by the veterans for reconsideration of value
  - Compliance inspections on new construction
  - Home inspection if desired by veteran
  - Credit report or on AUS-decisioned loans, up to \$50 evaluation fee charged in lieu of a credit report.
  - Recording fees and recording taxes
  - MERS registration fee
  - Hazard insurance premium including flood insurance, if required.
  - Flood zone determination
  - Survey fee
  - Title exam and insurance
  - VA funding fee
  - Prepaid items for taxes, assessments, and similar items for the current year chargeable to the veteran and the initial deposit for the impound account
  - Overnight courier fees on a refinance if interest savings will exceed the cost of special handling
- Third-party charges are limited to the invoice charge, regardless of the amount charged for the loan origination fee.
- Appraisal fees may not exceed VA's published rate for the jurisdiction. Refer to http://benefits.va.gov/homeloans/appraiser\_fee\_schedule.asp.

MORTGAGE CREDIT CERTIFICATES (MCC)	<ul> <li>For any loan using an MCC, the loan officer must review the information provided in the following link, as well as taking any training on the MCC provided by the HFA. MCC Information:     <a href="https://www.eprmg.net/ResourceCenter/PoliciesProceduresInformation/Mortgage%20Credit%20Certificates%20Information.pdf">https://www.eprmg.net/ResourceCenter/PoliciesProceduresInformation/Mortgage%20Credit%20Certificates%20Information.pdf</a></li> <li>PRMG will not allow MCCs that are paid by the issuer directly to the servicing lender</li> </ul>
	<ul> <li>No other liens, except the existing VA loan, may be paid off from the IRRRL proceeds.</li> <li>Properties that have a Property Assessed Clean Energy (PACE) loan are not eligible (such as the Home Energy Renovation Opportunity (HERO) Program).</li> </ul>
	Existing subordinate financing may remain, but must be subordinated to the new IRRRL.
SUBORDINATE FINANCING	No new subordinate financing allowed.
PAYMENT	
REQUIRED DOWN	• N/A
SELLER CONTRIBUTIONS	• N/A
GIFT FUNDS	None required.      N/A
RESERVES	<ul><li>account (including a non-borrowing spouse)</li><li>None required.</li></ul>
	Access letter is <u>not</u> required for any accounts where a non-borrowing party is on the
	eligible for use in the transaction.
	<ul> <li>If the borrower's source of funds are from a country included on the OFAC</li> <li>Sanctioned Countries List that is found in the Resource Center, the funds are not</li> </ul>
	source of funds used to initially acquire the cryptocurrency prior to the conversion.
	currency, the borrower(s) must be able to provide acceptable documentation for the
	verified prior to underwriting final approval. In addition to the verification of U.S.
	converted into U.S. currency and be held within a U.S. Financial Institution and
	closing costs, or reserves, cryptocurrency, digital currencies or altcoins must be
	ineligible source of funds for down payment, closing costs or reserves unless being converted into U.S. currency. To be used as a source of funds for down payment,
	may not be included as financial assets for mortgage qualification purposes and is an
	Cryptocurrency, digital currencies or altcoins (i.e. Bitcoins, Litecoin, Ethereum, etc.)
	borrowers and wage earners working for a company.
	federal level. Any assets derived from an activity or source that violates Federal, state, or local laws cannot be considered for loan qualification for both self-employed
FUNDS / ASSETS	All asset sources used to qualify borrowers must be legal at the local, state, and
PAYMENT/ SOURCE OF	Down payment.
REQUIRED DOWN	See sub-sections below for Reserves, Gift Funds, Seller Contributions, and Required
	liens, delinquent taxes, short sale payoffs, etc.
	<ul> <li>PRMG will not allow or accept a loan where the buyer is paying seller common and customary costs. This includes typical seller closing costs, pre-paids, judgments, tax</li> </ul>
	predatory lending rules.
	Fees and charges must comply with all Federal, State and local regulations and
	unidentified, lump-sum credit is not acceptable.
	the HUD-1 or broken out on an attachment or addendum to the HUD-1. An
	<ul> <li>Pest Inspection and associated repair costs can be paid by the borrower/veteran</li> <li>Lender and seller credits for costs paid on behalf of the veteran must be itemized on</li> </ul>
	transaction, provided the fee is included in the 1% aggregate calculation.
	VA no longer prohibits the veteran from paying the pest inspection fee on a purchase
	exceed 1%.
	• If a 1% flat charge is not paid, or is paid but is less than 1%, then the veteran may pay fees and charges that would otherwise be non-allowable, provided the total does not
	If a 1% flat charge is not paid, or is paid but is less than 1%, then the veteran may pay

as a supplement to the borrower's monthly payment. The MCC cannot restrict the transfer of ownership or servicing rights of the first Mortgage. In addition, it may not require prior notification or approval from the sponsoring authority in the event of the transfer of the first Mortgage's servicing rights. PRMG must be documented as an approved participant in good standing with the MCC issuing authority. PRMG must confirm that that they will represent and warrant their responsibility for all requirements prescribed by the issuing authority. The MCC must not require any subsequent investor or servicing lender to fulfill any special requirements of the issuer or the IRS, including servicing and/or reporting responsibilities. Per VA, MCC can only be applied to offset tax deductions when determining residual income. Copy of the MCC and associated calculations must be in the file. Must comply with all HUD Requirements Following documents must be in loan file if MCC is being used to qualify: Copy of the Mortgage Credit Certificate (A Commitment in lieu of the Certificate will not satisfy this requirement) Copy of the W-4 and worksheet MCC Worksheet On wholesale transactions, broker to verify that PRMG is approved with the issuing MCC and that no specific training is required by the lender. Additionally, broker must provide evidence (i.e., email from authority or excerpt from MCC guidelines) that the MCC authority will allow wholesale originations. If PRMG needs to be approved (provided additional training is not required), broker can provide information to Account Executive who can request the application be submitted to the MCC by PRMG for approval. Broker is responsible for obtaining any paperwork, etc. from the MCC. If the broker is reserving the MCC in the broker's name, rather than PRMG's name, the broker will be responsible for all paperwork and IRS reporting requirements. On retail transactions, Loan Officer to verify that PRMG is approved with the issuing MCC and if specific training is required by the lender, the Loan Officer must complete the training. If any training is required by other staff (besides the loan officer) it must be approved by management. If PRMG needs to be approved by issuing MCC, Loan Officer can request application be submitted by PRMG for approval. Loan Officer is responsible for obtaining any paperwork, etc. from the MCC. Must complete the MCC screen in FastTrac and review the below document. Additional information about Mortgage Credit Certificates can be found here: http://www.eprmg.net/MortgageCreditCertificates.pdf Contact DPARequests@prmg.net to submit application/agreement from issuing authority, if approval from the issuing authority is required. A list of MCCs that PRMG has an agreement with can be found here: http://www.eprmg.net/ResourceCenter/PoliciesProceduresInformation/PRMGEligibl eMCCList.pdf APPRAISAL No maximum LTV/CLTV, and no 2055 or AVM allowed (no appraisal required) Appraisal may be required if reducing rate with discount points for Net Tangible Benefit test. See Net Tangible Benefit section for additional requirements. **REVIEW/SECOND** N/A **APPRAISALS BORROWERS EMPLOYED** Extra diligence should be exercised BY PARTY TO The relationship should be disclosed

## TRANSACTION OR IS A The borrower cannot be involved in the processing or origination of the loan **PART OF THE** QC Audit is required TRANSACTION **MULTIPLE LOANS** No limit on additional financed properties PRMG or its investors will only finance up to 4 properties for individual borrowers. Therefore, if the borrower(s) have 4 or more current loans (and/or the new loan will take the count of current loans owned by PRMG/one investor for the borrower over 4 or PRMG has originally funded 4 of the loans and the new loan will take the count of PRMG funded loans for the borrower over 4) with one lender/investor, approval is required with PRMG QM - SAFE HARBOR AND For a VA IRRRL to be considered a Safe Harbor QM loan, the loan must meet all three **REBUTTABLE** of the following requirements and all of the seven criteria for exemption from **PRESUMPTION** income verification listed below: The loan being refinanced was originated at least 6 months before the new loan's closing date and at least 6 payments have been made on the original VA loan; and The veteran has not been more than 30 days past due during the 6 months preceding the new loan's closing date; and The recoupment period for all allowable fees and charges financed as part of the loan or paid at closing may not exceed thirty-six (36) months. Recoupment calculation must be in alignment with Circular 26-19-22, which generally is as follows: Recoupment is the amount of time it will take the borrower to recoup the fees required to refinance new loan based on the monthly P&I savings (total fees divided by monthly savings (old P&I - new P&I) = months of recoupment). Note: Pre-paid expenses such as real estate taxes and homeowners insurance as well as the VA funding fee are excluded as transaction costs when calculating recoupment period. Lender credits (funds provided by the lender that are not a part of the rebate) and premium pricing may be used to offset allowable fees. Rebate (YSP) is not allowed to be used to pay for non-allowable fees Note: There must be a monthly P&I savings in order to complete the recoupment period calculation and if there is not a monthly savings, the there can be no fees charged to the borrower. Per VA Circular 26-19-22, the veteran can occur no fees, closing costs, or expenses (other than taxes, amounts held in escrow, and the VA Funding fee). PRMG does not allow IRRRLS where a payment is increasing or staying the same VA continues to exempt income verification from IRRRL transactions if ALL seven of the following conditions are met. Veteran is not 30 days or more past due on the loan being refinanced; The proposed IRRRL does not increase the principal balance outstanding on the prior existing residential mortgage loan, except to the extent of fees and charges allowed by VA; Total points and fees, (as defined in 12 CFR 1026.32(b)(1) (i.e., Qualified Mortgages), other than bona fide third party charges not retained by the mortgage originator, creditor, or an affiliate of the creditor or mortgage originator and all other applicable VA allowable fees) payable in connection with the proposed IRRRL do not exceed 3% of the Total Loan Amount as defined in 12 CFR 1026.32(b)(4) (i.e., QMs);

The interest rate on the proposed IRRRL is lower than the interest rate on the

	loan being refinanced, unless the borrower is refinancing from an adjustable rate			
	to a fixed-rate loan, under guidelines that VA has established;			
	<ul> <li>The proposed IRRRL is subject to a payment schedule that will fully amortize the IRRRL in accordance with VA regulations;</li> </ul>			
	The terms of the proposed IRRRL do not result in a balloon payment, as defined in TILA; and			
	Both the residential mortgage loan being refinanced and the proposed IRRRL satisfy all other VA requirements.			
	If the loan does not meet the seven requirements above, it will require income			
	verification and the loan must receive prior approval from VA to be guaranteed. If			
	the IRRRL receives prior approval from VA but fails to meet all three of the VA QM			
	Safe Harbor criteria listed above, it is considered Rebuttable Presumption is not			
	eligible.			
	If the loan does not meet the seven income verification requirements above it will			
	require prior approval from VA.			
	<ul> <li>Regardless if the loan receive VA prior approval, if the loan does not meet the first three bullet points required to be considered Safe Harbor, it is not eligible.</li> </ul>			
RESIDUAL INCOME	<ul> <li>Not required in relation to QM/ATR requirements</li> </ul>			
EVALUATION	Not required in relation to QW/ATT requirements			
HIGHER PRICED COVERED	Higher Priced Covered Transaction (HPCT) are not allowed			
TRANSACTIONS (HPCT)	Higher Priced Covered Transaction (HPCT) uses the same calculation as HPML, but			
	applies to all occupancy types			
HIGHER PRICED	Not allowed			
MORTGAGE LOAN (HPML) SECTION 32 / HIGH COST	Brokers are responsible for identifying loans that are considered high cost loans as			
LOAN	defined by federal and/or state laws and/or regulations. High cost loans are not allowed:			
LOAN	<ul> <li>Loan is not a high cost loan as defined by Section 32 of the Federal Truth-in-Lending</li> </ul>			
	Act; and			
	Loan is not a high cost loan as defined by applicable state laws and/or regulations.			
REAL ESTATE	• N/A			
COMMISSIONS				
ESCROW ACCOUNT	Escrows are required and cannot be waived.			
	• Flood insurance must be impounded (escrowed) if the property is in a Special Flood			
	Hazard Area (SFHA), designated as a flood zone beginning with A or V, regardless of LTV and/or federal exemptions and is required for the life of the loan. It is not			
	required to be impounded if the flood insurance is paid through the condominium			
	association, HOA dues, etc. Additionally, the escrow requirement needs to be stated			
	in the Flood Notice that is provided to the borrower.			
PROPERTY INSURANCE	See PRMG's Resource Center for PRMG Insurance Requirements and Additional			
	Information			
	For refinances transactions, all insurance policies must have, at minimum, an application data after the first payment data as shown on the nate.			
	<ul> <li>expiration date after the first payment date as shown on the note.</li> <li>Acceptable Proof of Flood Insurance:</li> </ul>			
	Copy of Flood Insurance Policy			
	Copy of Picture 1 only     Copy of Declaration Page			
	<ul> <li>Copy of the application for flood insurance with a paid receipt for the first year's</li> </ul>			
	premium or if paid at closing, premium reflected on the HUD			
	Flood policies and applications provided for closing must indicate the flood zone of			
	the property. This zone must match our flood determination provider's zone.			
	Otherwise, evidence that the borrower's zone is "grandfathered" must be provided.			
	If the improvements are in a split zone (partially in and partially out) the policy must			

has been created in compliance with the applicable enabling statutes;  Insuring that real estate taxes are assessable and lien able only against the individual condominium unit and its undivided interest in the common eleme rather than against the project as a whole; and  Insuring that the owner of a PUD unit is a member of the homeowners association and that the membership is transferable if the unit is sold.  UNDERWRITING  Delegated underwriting allowed.  DU/LPA underwriting is not allowed.  Fraud tool still required to be run. For reports run by PRMG, the "short" fraud rewill be generated in lieu of the full report. The short fraud report will include only the Employer Profile and Watchlist Reports. In addition, the only DRIVE conditions that will fire are subject property occupancy alerts and conditions resulting from the subject property occupancy alerts and conditions resulting from the subject property occupancy alerts and conditions resulting from the subject property occupancy alerts and conditions resulting from the subject property occupancy alerts and conditions resulting from the subject property occupancy alerts and conditions resulting from the subject property occupancy alerts and conditions resulting from the subject property occupancy alerts and conditions resulting from the subject property occupancy alerts and conditions resulting from the subject property occupancy alerts and conditions resulting from the subject property occupancy alerts and conditions resulting from the subject property occupancy alerts and conditions resulting from the subject property occupancy alerts and conditions resulting from the subject property occupancy alerts and conditions resulting from the subject property occupancy alerts and conditions are subject property occupancy and conditions are subject prope	TITLE INSURANCE REQUIREMENTS FOR CONDOS/PUDS	<ul> <li>Insuring that real estate taxes are assessable and lien able only against the individual condominium unit and its undivided interest in the common elements, rather than against the project as a whole; and</li> <li>Insuring that the owner of a PUD unit is a member of the homeowners association and that the membership is transferable if the unit is sold.</li> <li>Delegated underwriting allowed.</li> <li>DU/LPA underwriting is not allowed.</li> </ul>
Employer Profile and Watchlist Reports. The underwriter is required to review the entire report, sign off and clear, at a minimum, all "High" conditions and obtain a final DRIVE score of 701 or more in both components.		entire report, sign off and clear, at a minimum, all "High" conditions and obtain a
ASSUMABILITY • Allowed	ASSUMABILITY	·
INDEX  • 1-Year Constant Maturity Treasury (CMT) index (Weekly average yield of U.S.	NDEX	1-Year Constant Maturity Treasury (CMT) index (Weekly average yield of U.S.     Treasury Securities adjusted to a constant maturity of one-year, as shown on Federal

MARGIN	• 2.00%
INTEREST RATE CAPS	<ul> <li>1% Initial Adjustment Cap - Commencing with the first interest rate adjustment date, the interest rate cannot be increased or decreased by more than 1% from the interest rate in effect immediately prior to the interest rate adjustment date.</li> <li>1% Adjustment Cap - Commencing with the second interest rate adjustment date, the interest rate cannot be increased or decreased by more than 1% from the interest rate in effect immediately prior to the interest rate adjustment date.</li> <li>5% Lifetime Cap - There is a life of loan interest rate ceiling equal to the sum of the initial interest rate plus 5%. The floor is the margin.</li> </ul>
INTEREST RATE CHANGES	<ul> <li>Interest Rate - The initial interest rate will be set at time of lock-in and will remain constant for the first 5 years of the loan. On the first interest rate adjustment date, the interest rate will be adjusted to equal the sum of the index plus the required margin rounded to the nearest .125%, subject to the interest rate caps. On the second interest rate adjustment date and thereafter, the interest rate will be the sum of the index plus the required margin rounded to the nearest .125% subject to the interest rate caps.</li> <li>Interest Rate Adjustment Date - Initial note rate is in effect for 60 to 66 months; thereafter the annual adjustment cap begins with the first adjustment</li> </ul>
MINIMUM FLOOR	Margin
	•
	•
	•
	•
ARM DOCUMENTS	Standard VA ARM Note and Rider

## **Texas Addendum**

The following guidelines refer to loans in Texas only. If a topic is not addressed in this addendum, the standard VA IRRRL guidelines above should be followed. Also, please note that no underwriting exceptions are allowed on properties located in Texas.

## properties located in Texas. **PURCHASE** N/A **INTEREST RATE** Proceeds from an IRRRL may NOT pay off the following: **REDUCTION REFINANCE** Any loan that is considered a Section (a) (6) loan Any loan that the borrower received cash back on Federal tax debt liens • Liens for delinquent property taxes on the property securing the new loan • See LTV Calculation in the standard VA IRRRL guidelines for allowable items. For Owner Occupied properties, IRRRL's may NOT receive any cash back to the borrower, even incidental cash. Limited cash out refinances that allow the lesser of 2% of the loan amount or \$2,000 are NOT eligible under the Texas rate/term refinance program. For Owner Occupied properties, incidental cash back to the borrower at Closing is not allowed, including incidental cash back as result of POC fees being refunded to borrower. Additionally, incidental cash back must either be handled by reducing/curtailing principal or reducing the loan amount and having the documents re-drawn. For Second Home and Investment Properties, follow standard agency guidelines for incidental cash back as allowed by a rate/term refinance, but if the borrower receives any cash back, must provide a copy of borrowers most recently filed tax returns evidencing the property has been a second home or investment property for at least the most recent 12 months or other documentation to confirm it is a second home or investment property. The title company must verify the property is not the borrower's homestead and the borrower must submit an affidavit that the property is not his/her homestead. Any previous Section 50(a)(6) must be processed as a Section 50(a)(6) unless the following requirements are met to make it a Section 50(f)(2)/Section 50(a)(4) transaction: Application dated on or after 1/1/18 The refinance will be closed no less than one year from the closing of the previously funded home equity loan; • The loan proceeds do not exceed any existing liens on the property being refinanced plus any costs associated to the refinance (i.e. no cash back to the The loan proceeds cannot be used to pay off other debts; The refinanced loan cannot exceed 80% loan to value Full appraisal required – appraisal waiver not allowed The lender must provide the borrower with a notice about their rights associated with a home equity or non-home equity loan 12 more days prior to Note: for HELOC loans where the borrower has taken his/her last advance in under a year, in calculating the seasoning requirements, PRMG will look to the original advance of credit/HELOC Agreement Date

In addition to standard rate/term refinance guidelines, the following guidelines apply to all rate/term refinances secured by Owner Occupied, Homestead properties in the state of Texas: Total financed Closing costs are limited to 10% of the new loan amount and are limited to those costs that are reasonable and actually required to close the

transaction. Prepaids/escrows can't be financed into the new loan when grossed up in loan payoff. POC Fees can't be financed into the loan amount. Special title insurance coverage must be obtained when impounds for prepaid expenses\* are included in the new Loan amount. The following must be included as a Schedule B Exception: Possible defect in lien of the insured mortgage because of the Insured's inclusion of reserves or impounds for taxes and insurance in the original principal of the indebtedness secured by the insured mortgage. \*Prepaids are defined as funds collected for the payment of real estate taxes (includes non-delinquent taxes which are due and payable, as well as reserves), hazard insurance premiums, and monthly MI premiums covering any period after the settlement date.

- The following P-39 Express Insurance Coverage endorsement is recommend: "Company insures the Insured against loss, if any, sustained by the Insured under the terms of this Policy by reason of a final, non-appealable judgment of a court of competent jurisdiction that divests the Insured of its interest as Insured because of this right, claim or interest. Company agrees to provide the defense to the Insured in accordance with the terms of this Policy if suit is brought against the Insured to divest the Insured of its interests as Insured because of this right, claim or interest."
- Documentation is required (title insurance binder, Mortgage/Deed of Trust, and/or HUD-1) which verifies that a home equity/cash out Loan {Section 50(a)(6)} has not previously been originated on the subject property. If the purpose of the Loan is not clearly identified on the title binder, it will be necessary to provide the previous Deed of Trust or Hud-1 settlement statement for each transaction originated on or after 1/1/98 to verify the purpose of the existing Loan.
- If any subordinate financing exists, its purpose must be verified. Documentation (title insurance binder, Mortgage/Deed of Trust, and/or HUD-1) which verifies the purpose of the subordinate financing is required. If that purpose is not clearly identified on the title binder, it will be necessary to provide the previous Mortgage/Deed of Trust and/or HUD-1 settlement statement for each transaction originated on or after 1/1/98 to verify the purpose of the existing subordinate financing. Depending on the purpose of the subordinate Loan, the following options are available: (1) If the subordinate Loan was used for purchase of the home, the HUD-1 settlement statement from that transaction must be provided as evidence and the title binder may not reflect that Loan was originated as a home equity/cash out {Section 50 (a)(6)} Loan. (2) If the subordinate Loan was used for home improvements, it must have been originally closed with the purpose to use the entire amount for home improvements as evidenced by a Mechanics' or Materialmen's lien on the title binder. Documenting the home improvements by obtaining canceled checks, invoices, receipts, lien waivers, etc is not acceptable. In either of those situations, the financing may be re-subordinated as a rate/term refinance provided the first mortgage was not originated as a home equity/cash out {Section 50 (a)(6)} Loan.

### **RATE/TERM REFINANCE**

## CASH OUT REFINANCE

# ADDITIONAL DOCUMENTATION

## N/A

- N/A
- All IRRRL's require a completed Texas Refinance Worksheet (See Exhibit A)
- All rate/term refinances require a completed Borrower Acknowledgement Form (See Exhibit B) when the borrower is receiving a refund check at closing.
- If impounds for prepaid expenses are included in the new loan amount, special title insurance coverage must be obtained as a Schedule B Exception.
- For IRRRL's, a copy of the commitment for title insurance, mortgage/deed of trust, or HUD-1 is required in order to verify that a Section 50 (a) (6) loan has not previously been originated against the subject property.
- If impounds for prepaid expenses are included in the new loan amount, special title insurance coverage must be obtained as a Schedule B Exception.

## Exhibit A

## TEXAS REFINANCE Worksheet

1.	<ul> <li>Is the loan being refinanced a "low-rate home loan*?" Y/N</li> <li>If yes, continue.</li> <li>If no, stop. This worksheet is not required.</li> </ul>
2.	Did a government or non-profit lender make the "low-rate home loan?" Y/N  • If yes, continue.  • If no, stop. This worksheet is not required.
3.	When was the "low-rate home loan" closed? (Anniversary Date)  • If the anniversary date is less than seven years, continue.  • If the anniversary date is equal to or greater than seven years, stop. This worksheet is not required.
4.	What was the initial interest rate on the "low-rate home loan?"
5.	A. What were the total points and fees paid by the borrower on the "low-rate home loan?" \$

\*A "low-rate home loan" is a loan with an initial rate that is two percentage points or more below the yield on treasury securities with maturities comparable to the loan term. If the loan had a discounted introductory rate, then the fully indexed rate should be used to determine whether the loan is a "low-rate home loan".

If yes, this loan is eligible. If no, the loan is not eligible.

## Exhibit B

## TEXAS REFINANCE Borrower Acknowledgement

Borrower's Name:		Loan #:	·
	BORRO	OWER ACKNOWLEDGEMENT	
_		·	's real estate settlement is a partial or in and does not constitute proceeds of
Borrower	 Date		
Borrower	 Date		

## Attachment A

## **Community Property Requirements**

(See "Non-Purchasing Spouse in a Community Property State" Section)

## **Community Property Requirements**

(See "Non-Purchasing Spouse in a Community Property State" Section)

- A credit report for the non-purchasing spouse is required to determine any joint or individual debts. The spouse's authorization to pull a credit report must be obtained. If the spouse refuses to provide authorization for the credit report, the loan must be rejected
- Even if the non-purchasing spouse does not have a social security number, the credit reporting company should verify that the non-purchasing spouse has no credit history and no public records recorded against him/her.
- Credit Company should be given non-purchasing spouse information: Name(s), address, birth date and any other significant information requested in order to do the records check.
- Except for those obligations specifically excluded by state law, the debts of the non-purchasing spouse must be considered in the qualifying ratios. If the debts are the sole responsibility of the non-purchasing spouse, they still must be considered debt in the DTI, as required by VA.
- The greater of the monthly payment amount or 5% of the outstanding balance (if minimum payment is not reflected on credit report) of the non-purchasing spouse must be included in the qualifying ratios
- Disputed debts of the non-purchasing spouse need not be counted provided the file contains documentation to support the dispute.
- Credit history of the non-purchasing spouse should not be the basis for declining the loan. The FICO score for the non-occupying co-borrower is not considered for eligibility or VA Funding Fee.

## **Attachment B**

## **Geographical Regions for Residual Income Guidelines**

(See "Residual Income" Section)

## Northeast

Connecticut, Maine, Massachusetts, New Hampshire, New Jersey, New York, Pennsylvania, Rhode Island, Vermont

#### Midwest

Illinois, Indiana, Iowa, Kansas, Michigan, Minnesota, Missouri, Nebraska, North Dakota, Ohio, South Dakota, Wisconsin

## South

Alabama, Arkansas, Delaware, District of Columbia, Florida, Georgia, Kentucky, Louisiana, Maryland, Mississippi, North Carolina, Oklahoma, Puerto Rico, South Carolina, Tennessee, Texas, Virginia, West Virginia

## West

Alaska, Arizona, California, Colorado, Hawaii, Idaho, Montana, Nevada, New Mexico, Oregon, Utah, Washington, Wyoming

## **VA IRRRL Product Policies and Procedures**

## **Steps To Submit VA Loans**

## 1) Order IRRRL Case Assignment and Certificate of Eligibility (combination document)

- COE can be obtained online
  - https://vip.vba.va.gov
  - Sign in with your user name and password (First time users must register)
  - Choose "WebLGY" and click on "Eligibility"
  - Complete screen and submit

## 2) For Credit-Qualifying Only, Order a CAIVRS report.

- The following is the link to the HUD website for instructions on how to order a CAIVRS report on borrowers. https://entp.hud.gov/caivrs/public/home.html
- Go to: https://entp.hud.gov/clas/
- Sign in with your user name and password
  - Click on "Single Family FHA"
  - Click on "Single Family Origination"
  - Click on "Case Processing"
  - Select "CAIVRS Authorization"
  - Select SSN and Input each borrowers' social security number
  - Enter PRMG's Lender ID # 900115-00-00
  - Select "Veteran's Affairs" under Agency
  - Submit

The VA Submission Requirements and Stacking Order can be found in the Resource Center in FastTrac