



November 2023 - Top Quality Findings

November 21, 2023

☐ Correspondent Lending

☑ Housing Finance Agency (HFA)

Top Quality **Findings**

U.S. Bank provides information to help lenders submit complete loan files for purchase. This information provides the most recent Quality Findings and Best Practices to cure.

Rank	Finding	Common Errors	Best Practice
1	Income/ Employment	The file does not contain the appropriate income and employment documentation.	 Enter all income sources used to qualify into the AUS. The AUS Feedback certificate will detail the required documentation for all income sources entered in LPA and DU. 1. Year-to-date paystubs reflecting one full month's earnings and dated within 30-days of the initial loan application date. 2. Alternative documentation can be provided in lieu of W-2 Statements for the previous two consecutive years, such as an IRS Wage and Income (W-2) Transcript, a written Request for Verification of Employment, or the final year-to-date paystub, may be used if adequate information is provided. Wage and Tax statement that is created with tax preparation software is not an acceptable alternative for the employer issued W-2. 3. Provide Award letters, proof of receipt and continuance for retirement and pension income. 4. Alimony and child support income must be stable and consistent. Documentation includes verifying the amount, proof of receipt and probability of continuance. 5. Other sources of income including 2nd job, overtime, bonuses, commissions, and tips should have a two-year history and documentation to support likelihood of continuance. Verification can be provided by the borrower, the borrower's employer, or a third-party employment verification vendor. Documentation must support the history of receipt, if applicable, and the amount, frequency, and duration of the income.
		Income used to qualify was not calculated accurately.	 Variable income is when a borrower's primary employment earnings fluctuate due to hours and/or pay rate. When calculating qualify income consider and evaluate the stability of the source of that income and establish that it is reasonably expected to continue. For variable hours an average of the income from year to date and the previous two years should be considered for qualifying purposes. Commissions, bonuses, or overtime are considered variable income and should use an average from year to date and the previous two years. All income that is calculated by an averaging method must be reviewed to assess the borrower's history of receipt, the frequency of payment, the earnings trend, and continuity of income. When income is declining, you cannot include the previous year(s) earnings for qualifying. Documentation must evidence that qualifying income has a history of consistency, stability and is likely to continue. Include income calculation worksheets and provide written explanation of qualifying income when applicable.

Rank	Finding	Common Errors	Best Practice
		The file did not contain sufficient assets to close the transaction.	 Pro-rated tax credits provided by the seller at closing in places where real estate taxes are paid in arrears cannot be used to determine if borrower has funds for the transaction. These credits reduce the borrower's funds at closing however, the prorated tax credit cannot be considered when determining if the borrower has sufficient funds for the transaction. Verification of borrower's own assets required. Provide asset documentation as indicated in feedback messaging including a full 60-days bank statements, other assets statements, large deposits, Closing Disclosure for the sale of Real Estate, terms of withdrawal and proof of liquidity for retirement account(s). Utilize Loan Delivery Checklist and the AUS feedback messages to ensure all required asset documentation is included in the credit package when submitting for purchase.
2	Assets	The gift funds were not properly documented.	 Gifts must be evidenced by a letter signed by the donor, called a gift letter. The gift letter must: Specify the actual or the maximum dollar amount of the gift; Include the donor's statement that no repayment is expected; Indicate the donor's name, address, telephone number, and relationship to the borrower. The lender must verify that sufficient funds to cover the gift are in the donor's account (such as a checking, savings, investments, trust or estate accounts owned by the donor) or have been transferred to the borrower's account. Copy of the donor's check and the borrower's deposit slip, Copy of the donor's withdrawal slip and borrower's deposit slip, Evidence of the electronic transfer of funds from the donor's account to the borrower's account or to the closing agent, A copy of the donor's check to the closing agent, or A settlement statement showing receipt of the donor's check. When the funds are not transferred prior to settlement, the lender must document that the donor gave the closing agent the gift funds in the form of an electronic transfer, certified check, a cashier's check, or other official check. All three facets must be included in the file for the gift to be included as an acceptable source of funds for closing.
		The borrower did not meet the minimum contribution rules if required.	Bond programs may require borrowers to make a minimum investment such as: Greater of \$1,000 or 1% of purchase price or minimum investment to be 1% of the purchase price. These funds must come from the borrowers' own assets and may include fees paid outside of closing and earnest money if they are documented. Prorated tax credit cannot be considered when determining if the borrower has sufficient funds for the mortgage transaction.
		The asset statements are not free of any unexplained large deposits.	 Large deposits for which the lender must obtain a credible explanation and document that the funds came from an acceptable source. 1. VA: Any deposit in any one month that is greater than 1% of Sales Price must be verified and sourced. 2. Conventional: A single deposit that exceeds 50% of the total monthly qualifying income for the loan. 3. FHA: Any deposit in any one month that is greater than 1% of the Sales Price.
		File does not contain an award letter or agreement meeting documentation requirements.	 Provide all HFA Specific Required Documents, see HFA-Specific Checklists available in the U.S. Bank HFA Lending Guide, Section 500: Housing Finance Agency Programs. A Copy of the Commitment Letter from the HFA verifying that a Commitment was made by the HFA for the Down Payment Assistance must be included in the file.



Top Quality Findings, continued

Rank	Finding	Common Errors	Best Practice
3	General Underwriting	The AUS findings report was missing and/or defective.	 AUS finding must include HFA Program or Offering Identifier. Desktop Underwriter (DU): Select HFA Preferred on the Additional Data screen in DU. Observations in the finding report will reflect 782 – HFA. Preferred (state HFA) and 781 HFA Preferred (Local HFA). Loan Product Advisor (LPA) must include the Program Identifier: HFA Advantage. 251 Home Possible Advantage for HFA Numeric Offering Identifier. Home Possible Advantage for HFAs (eligible users only) Narrative Offering Identifier. Provide AUS findings run prior to the Note date. Validate the AUS findings for accuracy including LTV/CLTV, DTI, reserves, the income, and asset sources. A complete loan package with all credit/underwriting documentation as outlined in the AUS Findings.
		On a loan with subordinate financing proper documentation was not obtained.	 Provide Down Payment Assistance documentation to support the amount and terms of subordinate financing. Note. Mortgage/Deed of Trust. Must meet FHA, VA, FNMA or FHLMC guidelines. If the program requires a Tax-Exempt Rider, the rider needs to be recorded with the First Mortgage/Security Instrument.
	General Loan Origination	The applicant is a non-U.S. citizen and does not meet loan requirements.	 Non-U.S. citizens who are lawful non-permanent residents (NPRA) of the United States are eligible for mortgages under the same terms that are available to U.S. citizens. Provide the legible, current documentation for non-U.S. Citizens to demonstrate the right to live and work in the Unites States. U.S. Bank HFA Lending Guide Section 713.5.1 provides details on the most common documentation that may be used to demonstrate right to live/work in the United States for NPRA.
		Borrower's identity was not confirmed prior to closing and did not conform to the USA Patriot Act.	 Verify the Borrowers' identity by either a signed certification from the lender or by a government issued photo ID. Verification is required to ensure compliance with U.S. Bank policy regarding AML, BSA & OFAC.
4		• The HUD 92900A not signed correctly.	 The HUD Form 92900-A, Addendum to Uniform Residential Loan Application is an FHA requirement and must contain signatures from the underwriter, "other lender representatives", and the loan applicant(s). Pages 1-2 must be signed and dated by borrower(s) PRIOR to the Underwriting Approval. Page 3 Part IV A must be signed by the Underwriter or Mortgagee Representative for Accept or Approve loans via TOTAL Scorecard and Part IV B must be signed by the DE Underwriter that underwrote the appraisal and issued the FHA Conditional Commitment 92800.5b. Page 4 must be signed by the Third-Party Lender Representative(s) AFTER loan closing. Failure to provide properly executed document will result in uninsurability with FHA and non-purchase by U.S. Bank. Refer to the attached Job Aid.



Top Quality Findings, continued

Rank	Finding	Common Errors	Best Practice
4	General Loan Origination, continued	The sales contract was not in the file or incomplete.	 Ensure all attachments referenced in the Sales Contract are included in the closed loan file including Amendments, Addendums, Disclosures, Contingency Agreements & Exhibits. Review the contract and attachments for initials or signatures and date as applicable. Provide the FHA Amendatory Clause signed by the borrower and seller if it is not contained in the purchase agreement. Ensure the FHA Real Estate Certification is signed and dated by the buyer, seller, listing agent and selling agent. Provide the VA Escape Clause signed by the Veteran buyer and seller on all VA-guaranteed purchase transactions.
		The Condo approval was not in the file, or the Condo did not meet lender requirements.	 U.S. Bank Home Mortgage offers multiple Condominium Review options for HFA lenders with approved condominium delegated authority. Condominium Guidelines for lenders is covered in U.S. Bank HFA Lending Guide Section 810.5. Copies of the Condominium Review/Approval documents must be included in loan file when delivered for purchase.
5	Appraisal	The appraisal or the completion certificate was not located in the loan file.	 Follow the Automated Underwriting Feedback for Appraisal Report Requirements. As referenced on our Overlay Matrices and as a reminder, appraisal waivers (PIW/ACE) are not accepted regardless of AUS findings for HFA Mortgages. For appraisal report completed "subject to" necessary repairs, completion, or inspection a completion certificate with photos to demonstrate that the condition has been remedied or other evidence that the deficiency concern was remedied such as an inspector's report, contractor's statement, structural engineering report, etc. must be included in the file.

Loan Delivery Checklists

U.S. Bank utilizes multiple methods to reduce loan quality findings and eliminate potential delays in purchase including loan delivery and underwriting checklists located in the **HFA Lending Guide** (1100: Exhibits, Forms, & Checklists):

• HFA

- Conventional Loan Delivery Checklist
- o Government Loan Delivery Checklist

Please remember to send a complete loan package, including all credit/underwriting documents, to avoid pre-funding and post-funding deficiencies and quality findings. Lenders may not receive notice of loan deficiencies for all items included on the checklist, however, we do require the credit package along with the full closed loan package.

Questions



HFA: Please contact the Housing Finance Agency Hotline at 800.562.5165, option 1 for the HFA Customer Care Team.



The HUD Form 92900-A, Addendum to Uniform Residential Loan Application is a FHA requirement and must contain signatures from the underwriter, "other lender representatives", and the loan applicant(s).

Pages 1 & 2 must be signed by the Borrower(s) prior to Underwriting per FHA requirements. Failure to provide properly executed document will result in un-insurability with FHA and non-purchase by U.S. Bank

HUD Addendum to Uniform Residential Loan Application

OMB Approval No. HUD: 2502-0059 (exp. 12/31/2023)

Part I - Identifying Information HUD/FHA Application for Insurance under the National Housing Act and Borrower Certification	FHA Case No. (include any suffix) 10 digit Case Number and 3 digit ADP Code - must match FHA Connection Case Number Assignmen	3rd Party Lenders Loan Number
Mortgagee ID Third Party Lenders ID Number, this can be found on the FHA Connection Case Number Assignment	Sponsor ID U.S. Bank Home Mortgage ID	Agent ID
Mortgagee Name, Address (include ZIP	Name and Address of Sponsor	Name and Address of Agent
Code) and Telephone Number Third Party Lenders Name, Address and Phone Number	U.S. Bank Home Mortgage Name and Address	
. Type or print all entries clearly		
Borrower's Name & Present Address (include ZIP Code) Ensure the name matches FHA Connection and the borrowers current address on the URLA	Property Address (include name of subdivision, lot & block no., & ZIP Code) Ensure the subject property address matches FHA connection including Zip Code. Capture the Subdivision, Lot and Block for the subject property.	

Sponsored Originations Name of Third-Party Originator

Third Party Lenders MLO name

NMLS ID of Third-Party Originator Third Pary Lenders MLO

Part II - Borrower Consent for Social Security Administration to Verify Social Security Number

I authorize the Social Security Administration (SSA) to verify my Social Security Number (SSN) to the Mortgagee and HUD/FHA. I authorize SSA to provide explanatory information to HUD/FHA in the event of a discrepancy. This consent is valid for 180 days from the date signed, unless indicated otherwise by the individual(s) named in this loan application.

Signature(s) of Borrower(s) - Read consent carefully. Review accuracy of Social Security Number(s) provided on this application.

• • • • • • • • • • • • • • • • • • • •	<u> </u>	7 71
Borrower's Name:	Ensure the borrower information	on matches FHA Connection and the URLA Co-Borrower's Name:
Date of Birth:		Date of Birth:
Social Security Number:		Social Security Number:
Signature(s) of Borrower(s) Borrower's signature		Signature(s) of Co-Borrower(s) Sign HERE Date Signed Steps review See Underwriter's certification in Part IV - Section A on page 3
	Date Signed	Signature(s) of Co-Borrower(s) Signature(s) of Co-Borrower(s) Date Signed iters review. See Underwriter's certification in Part IV - Section A on page 3.

Part III - Borrower Notices, Information, and Acknowledgment

Public Reporting Burden

Public reporting burden for this collection of information is estimated to average 10 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. This agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless that collection displays a valid OMB control number, which can be located on the OMB Internet page at http://www.reginfo.gov/public/do/PRAMain.

Privacy Act Information

The information requested on the Uniform Residential Loan Application and this Addendum is authorized by the National Housing Act of 1934, 12 U.S.C. § 1701, et seq. The Debt Collection Act of 1982, Pub. L. 97-365, and HUD's Housing and Community Development Act of 1987, 42 U.S.C. § 3543, require persons applying for a federally insured loan to furnish their SSN. You must provide all the requested information, including your SSN. HUD may conduct a computer match to verify the information you provide. HUD may disclose certain information to Federal, State and local agencies when relevant to civil, criminal, or regulatory investigations and prosecutions. It will not otherwise be disclosed or released outside of HUD except as required and permitted by law. The information will be used to determine whether you qualify as a mortgagor. Failure to provide any of the requested information, including SSN, may result in disapproval of your loan application. This is notice to you as required by the Right to Financial Privacy Act of 1978 that HUD/FHA has a right of access to financial records held by financial institutions in connection with the consideration or administration of assistance to you. Financial records involving your transaction will be available to HUD/FHA without further notice or authorization but will not be disclosed or released by the institution to another Government Agency or Department without your consent except as required or permitted by law.

WARNING: This warning applies to all certifications made in this document.

Anyone who knowingly submits a false claim, or makes false statements is subject to criminal and civil penalties, including confinement for up to 5 years, fines, and civil penalties. 18 U.S.C. §§ 287, 1001 and 31 U.S.C. § 3729

Borrowers name as it appears

in FHA Connection

10 digit case number assigned in FHA Connection FHA Case No.:

Caution: Delinquencies, Defaults, Foreclosures and Abuses

Delinquencies, defaults, foreclosures and abuses of mortgage loans involving programs of the Federal Government can be costly and detrimental to your credit, now and in the future. The Mortgagee in this transaction, its agents and assigns, as well as the Federal Government, its agencies, agents and assigns are authorized to take any and all of the following actions in the event loan payments become delinquent on the mortgage loan described in the attached application: (1) Report your name and account information to a credit bureau; (2) Assess additional interest and penalty charges for the period of time that payment is not made; (3) Assess charges to cover additional administrative costs incurred by the Federal Government to service your account; (4) Offset amounts owed to you under other Federal programs; (5) Refer your account to a private attorney, collection agency or mortgage servicing agency to collect the amount due, foreclose the mortgage, sell the property, and seek judgment against you for any deficiency; (6) Refer your account to the Department of Justice (DOJ) for litigation in the courts; (7) If you are a current or retired Federal employee, take action to offset your salary, or civil service retirement benefits; (8) Refer your debt to the Internal Revenue Service for offset against any amount owed to you as an income tax refund; and (9) Report any resulting written off debt of yours to the Internal Revenue Service as your taxable income. All of these actions may be used to recover any debts owed when it is determined to be in the interest of the Mortgagee or Federal Government, or both.

As a mortgage loan borrower, you will be legally obligated to make the mortgage payments called for by your mortgage loan contract. The fact that you dispose of your property after the loan has been made will not relieve you of liability for making these payments. Payment of the loan in full is ordinarily the way liability on a mortgage note is ended. Some home buyers have the mistaken impression that if they sell their homes when they move to another locality, or dispose of it for any other reasons, they are no longer liable for the mortgage payments and that liability for these payments is solely that of the new owners. Even though the new owners may agree in writing to assume liability for your mortgage payments, this assumption agreement will not relieve you from liability to the holder of the note which you signed when you obtained the loan to buy the property. Unless you are able to sell the property to a buyer who is acceptable to HUD/FHA who will assume the payment of your obligation to the lender, you will not be relieved from liability to repay any claim which HUD/FHA may be required to pay your lender on account of default in your loan payments. The amount of any such claim payment may be a debt owed by you to the Federal Government and subject to established collection procedures.

Fair Housing Act

Borrower Name:

I and anyone acting on my behalf are, and will remain, in compliance with the Fair Housing Act, 42 U.S.C. § 3604, et seq., with respect to the dwelling or property covered by the loan and in the provision of services or facilities in connection therewith. I recognize that any restrictive covenant on this property related to race, color, religion, sex, disability, familial status, or national origin is unlawful under the Fair Housing Act and unenforceable. I further recognize that in addition to administrative action by HUD, a civil action may be brought by the DOJ in any appropriate U.S. court against any person responsible for a violation of the applicable law.

Certification and Acknowledgment

All information in this application is given for the purpose of obtaining a loan to be insured under the National Housing Act and the information in the Uniform Residential Loan Application and this Addendum is true and complete to the best of my knowledge and belief. Verification may be obtained from any source named herein. I have read and understand the foregoing concerning my liability on the loan and Part III, Borrower Notices, Information, and Acknowledgment.

Signature(s) of Borrower(s) - Do not sign unless this application is fully completed. Read the certification carefully and review accuracy of this application.

SIGN HERE **Date Signed** Signature(s) of Borrower(s)

Signature(s) of Co-Borrower(s)

Date Signed

SIGN HERE

Borrower's signature and date must be prior to the DE Underwriters review and approval in Part IV - Section A on page 3.

Pages 1 & 2 must be signed by the Borrower(s) prior to Underwriting per FHA requirements Failure to provide properly executed document will result in un-insurability with FHA and non-purchase by U.S. Bank

Page 3 Part IV A must be signed by the Underwriter or Mortgagee Representative for Accept or Approve loans via TOTAL Scorecard

Part IV B must be signed by the DE Underwriter that underwrote the appraisal and issued the FHA Conditional Commitment 92800.5b

> Failure to provide properly executed document will result in un-insurability with FHA and non-purchase by U.S. Bank

Borrowers name as it appears in FHA Connection Borrower Name:

10 digit case number FHA Case No · assigned in FHA Connection

F

A. Underwriting the Borrov	wer	The greater of 90 days from the approval date OR the Action Date
Date Mortgage Approved: Fi	nal Approval Date	Date Approval Expires: on the Conditional Commitment.
For mortgages rated as an "a	ccept" or "approve" by FHA's TC	TAL Mortgage Scorecard:
Handbook) and acc This mortgage compexists in connection requirements. I certify that the statements at	urately represents the final informal polices with SF Handbook 4000.1 with the underwriting of this most over are materially correct, with	ted in accordance with Single Family Housing Policy Handbook 4000.1 (SF mation obtained by the mortgagee; and Section II.A.4.e Final Underwriting Decision (TOTAL) to the extent that no defect rtgage such that it should not have been approved in accordance with FHA the understanding that, in the event HUD elects to pursue a claim arising out of
Defect Taxonomy in effect as	of the date this mortgage is end	SIGN HERE
M (11 14 1 1 1
		erwriter or Mortgagee Representative
Mortgagee Representative Printed Name:	Name of Underw	riter or Mortgagee Representative
Printed Name:	Name of Underwi	riter or Mortgagee Representative ter or Mortgagee Representative ter or Mortgagee Representative
Printed Name: Title: I have personally re The information use Handbook 4000.1 (3) This mortgage com	Name of Underwrite Title of Underwrite Per" by FHA's TOTAL Mortgage Siviewed and underwriten the bord to underwrite the borrower was F Handbook) and accurately replies with SF Handbook 4000.1 sonnection with the underwriting	riter or Mortgagee Representative ter or Mortgagee Representative ter or Mortgagee Representative Scorecard, or manually underwritten by a Direct Endorsement underwriter:

For all mortgages where FHA requires an appraisal, I have personally reviewed and underwritten the appraisal according to FHA requirements. I certify that the statements above are materially correct, with the understanding that in the event HUD elects to pursue a claim arising out of or relating to any inaccuracy of this certification, HUD will interpret the severity of such inaccuracy in a manner that is consistent with the HUD Defect Taxonomy in effect as of the date this mortgage is endorsed for insurance.

Direct Endorsement Underwriter Signature: DE's ID Number:

Must match the signer on the Conditional Commitment 92800.5b for the appraisal

10 digit case number FHA Case No.: assigned in FHA Connection

Part V. Mortgagee's Certification

- I have personally reviewed the mortgage documents and the application for insurance endorsement; and
- This mortgage complies with SF Handbook 4000.1 Section II.A.7 Post-Closing and Endorsement to the extent that no defect exists that would have changed the decision to endorse or submit the mortgage for insurance.

I certify that the statements above are materially correct, with the understanding that in the event HUD elects to pursue a claim arising out of or relating to any inaccuracy of this certification, HUD will interpret the severity of such inaccuracy in a manner that is consistent with the HUD Defect Taxonomy in effect as of the date this mortgage is endorsed for insurance.

Mortgagee	
Third Party Lender must complete this section Post Closing.	
Name of Mortgagee's Representative	
Title of Mortgagee's Representative	
Signature of the Mortgagee's Representative Signature of Third Party Lender is required SIGN HERE	Date Date must be AFTER Loan Closing

Page 4 must be signed by the Third Party Lender Representative(s) at or post closing Failure to provide properly executed document will result in un-insurability with FHA and non-purchase by U.S. Bank

Updated 07/19/2023