

# Document Delivery and Processing

## Chapter

# 3

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## Background

Before Freddie Mac commits to buy a loan, you must verify that information in the Note and related documents matches the information in Loan Selling Advisor and that the Note and certain other documents are original. We refer to this process as “certification,” or “certifying” the Note (and sometimes, the Mortgage).

This Chapter details our requirements for certifying Notes delivered to Freddie Mac, including those sold with Concurrent Transfers of Servicing. For information on Subsequent Transfers of Servicing, see [Guide Section 7101.1](#) and Chapter 5. See Chapter 6 for additional and varying requirements for eNotes.

Freddie Mac exercises independent business judgment when using loan delivery data and our standards for certification and other requirements may differ from others. You may not deviate from our requirements for certification until the Seller has provided you with evidence that Freddie Mac has approved an SLE or a TOB authorizing such a variance. The Seller must ask you to acknowledge receiving each TOB to indicate your awareness of the waiver of our stated requirements. See Chapter 2 for information on SLEs and TOBs.

This Handbook helps you fulfill your responsibilities as a Document Custodian. It is a reference tool that complements Freddie Mac’s Guide but does not replace the requirements of the Guide. In the event of a conflict and in the absence of a TOB or SLE, the Guide controls.

Before you accept Notes for certification, Freddie Mac must approve you as an eligible Document Custodian and you must have a signed Tri-Party Agreement with respect to the Servicer that will service the Mortgages. Refer to Chapter 1 for information on the approval process.

Sellers are required to transport Notes only by a nationally recognized commercial or bonded carrier or courier service. If an agent contacts you or you receive loan data from a third party, ask to see written evidence of its relationship with the Seller, such as a copy of the first and signature pages of their contract with the Seller or the paragraph in the Freddie Mac Pricing Identifier Terms acknowledging the agency arrangement. You may rely on the representations of an agent as if the Seller had made them – the Seller remains liable to Freddie Mac for the accuracy and completeness of all data. Contact Freddie Mac if you have any questions about delivery by an agent. See Guide Directory 9.

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## Documents to be Verified

The Seller must deliver to you as Document Custodian the Note, any applicable assignments, and the related documents for each Mortgage it is selling to Freddie Mac. A [Form 1034E](#) or Note Delivery Cover Sheet will accompany each delivery. You may receive documents that provide additional Note terms, clarify terms, or complete the required documents, such as:

- Addendum to the Note
- Agreement to Convert
- Assumption Agreement
- Modification Agreement
- Power of Attorney (POA)
- Name Affidavit
- Signature Affidavit
- Documents unique to Cooperative Share Loans

References to a “Note” or to “Notes” in this Handbook, and as appropriate to the context, incorporate these documents.

Certain documents, such as affidavits and most POAs, must be notarized. See *Notarizations* below for more information.

Allonges are often used to endorse Notes. An allonge, which is physically and legally part of the Note, is not technically a supplemental document, and must be delivered as part of the Note.

Seller/Servicers must deliver all original assignments of Security Instruments as described in [Guide Section 6304.3\(a\)](#), unless the Mortgage is registered with MERS® and the Seller/Servicer elected to retain assignments for MERS-registered Mortgages. In the immediately preceding case, the Seller/Servicer must provide you with evidence to verify that the Seller/Servicer is holding the assignments for MERS-registered Mortgages. For paper documents that were originated on paper or electronically and recorded electronically, see [Guide Section 6304.3\(c\)](#). See *Assignments* below.

## ***NY CEMA (New York Consolidation, Extension and Modification Agreement) Mortgages***

A New York Consolidation, Extension and Modification Agreement (“NY CEMA”) (Form 3172) is often used to finance debt secured by property in New York state in lieu of canceling and releasing an existing lien. The NY CEMA process permits borrowers to avoid a portion of the mortgage recordation tax due for a transaction; because the tax on the outstanding mortgage balance has already been paid, tax is due only on the amount of money borrowed that exceeds the original principal balance of the existing mortgage. The result is that the Borrower has a single, consolidated loan obligation evidenced by a Consolidated Note that is payable in accordance with the terms of the NY CEMA.

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Documents required to certify a Mortgage originated with a NY CEMA include a new original Consolidated Note and the NY CEMA with all Exhibits and assignments:

- For a current financing evidenced by a NY CEMA, the Borrower must execute a new original Note (the “Consolidated Note”), that consolidates, extends, and modifies the Original Old Money Note and an Original New Money (Gap) Note, if any. A Consolidated Note was *not* required with NY CEMA Form 3172 7/86, although one may have been executed.
- For a NY CEMA Mortgage that refinanced a NY CEMA Mortgage that was owned by Freddie Mac, you may receive the Note and assignments that you released along with a new original Consolidated Note, a new NY CEMA, and a new assignment. The new NY CEMA Mortgage will have a new Freddie Mac loan number, and you must track it using this new number.

Note: The NY CEMA, Form 3172, is a Fannie Mae/Freddie Mac Uniform Instrument, and may be used only for Mortgaged Premises located in New York State.

Sellers are not required to deliver Original Old Money Notes or Original New Money (Gap) Notes to you. See [Guide Sections 4101.5](#) and [6301.8](#) for further information on certifying NY CEMA Mortgages for Freddie Mac.

If the recorded NY CEMA is not delivered for certification, the Seller must provide a copy of the document (or the NY CEMA) that was sent for recordation, certified by a corporate officer of the Seller or the title insurer as a true and complete copy. When it is returned by the recording office, Servicer will forward you the original recorded NY CEMA to maintain in the Note file.

If the Seller delivering the NY CEMA is not named in the prior mortgages listed in the NY CEMA, you should receive a recorded Intervening Assignment for each change in mortgage ownership. (Refer to “MERS Registered Mortgages” below for information on assignments for those Mortgages.)

### **Cooperative Share Loans**

Freddie Mac purchases Cooperative Share Loans secured by ownership interests in cooperative projects, which are personal property, and not residential real estate. Despite that legal distinction, the term “Mortgage” includes, for our purposes and as the context requires, “Cooperative Share Loan,” and Shareholders for Cooperative Share Loans are “Borrowers.” Capitalized terms not defined in this section are defined in the Guide Glossary or in [Guide Chapter 5705](#), Cooperative Share Loans.

Our requirements for certifying Notes apply to Cooperative Share Loans, and Sellers must deliver the following additional documents:

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- **original stock certificate**, membership certificate, or other instrument or agreement of similar import that evidences the Borrower's ownership interest in the Cooperative Corporation;
- **original stock power**, executed in blank;
- **original Proprietary Lease**, occupancy agreement, or similar agreement;
- **original assignment of Proprietary Lease**, executed in the name of the Seller or blank;
- copy of **recorded UCC-1 financing statements** and renewal assignment statements, if any, each with the original filing stamp;
- **original Form UCC-3** assigning interest to Freddie Mac in a form suitable for filing but unfiled;
- **original security agreement**; and
- **original Recognition Agreement**.

There are no Mortgage assignments for Cooperative Share Loans, and none need be verified. Contact Freddie Mac if you are uncertain about whether submitted documents satisfy these special requirements. See also [Guide Section 6304.3\(a\) and \(b\)](#).

Other than these additional items required to verify Notes for Cooperative Share Loans, after certification, you should manage and maintain them as you do any other Notes and Note files.

### Verification Requirements

Upon receiving a Note from a Seller, you must verify:

- that the information on the Note matches the loan information in Loan Selling Advisor;
- that the Note is original, complete, and originated on a Fannie Mae/Freddie Mac, Freddie Mac, or Fannie Mae Uniform Instrument (for ARMS with Note Dates on or after 6/1/20, the version of the Uniform Instrument must be after 2019);
- the chain of endorsements on the Note; and
- the chain of assignments including, if the Security Instrument has been assigned due to a Transfer of Servicing or otherwise, a copy of the recorded assignment(s).

After you confirm the accuracy of the data and that the documents comply with our requirements, you may certify the Mortgage. Certification is complete in Loan Selling Advisor when you have:

- indicated that you have certified individual loans or loans in batch; or
- submitted proposed data corrections to the Seller, and the Seller has accepted the proposed changes.

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## Data Verification

The Uniform Loan Delivery Dataset (ULDD) table in this section lists the data elements to be verified for all Mortgages. You must compare these data elements in Loan Selling Advisor to the information contained on each Note.

Note: Freddie Mac's systems and publications are not always consistent in their terminology. The ULDD table lists the various terms for the same data elements.

Note: The parenthetical numbers in the data elements column correspond to the numbered boxes on the Job Aids 1-3 in Appendix A.

Note: The Freddie Mac loan number does not need to appear on the face of the Note in most circumstances. See [Guide Sections 2202.4](#) and [8107.2\(a\)](#).

For a Living Trust Note, the Seller's loan data includes the Primary and any Secondary Non-Individual Borrower Type and the Primary and any Secondary Non-Individual Name. You must confirm that Living Trust loan data imported from Loan Selling Advisor is recognized and matches the loan data in your system. For additional information on Living Trust Notes, see below or contact Freddie Mac. See Guide [Directory 9](#).

## Uniform Loan Delivery Dataset (ULDD)

At the direction of the Federal Housing Finance Agency, Freddie Mac coordinates with Fannie Mae on the Uniform Mortgage Data Project to enhance the accuracy and quality of loan delivery data. The ULDD, based on the MISMO® Version 3.0 Reference Model (MISMO v3.0), defines the loan data points for each Mortgage and for delivery in the MISMO v3.0 format.

In 2012, Freddie Mac's systems were updated with the new ULDD data field names and layout. The following ULDD table lists each data element required to certify Notes, expressed by the:

- Certification data element as it appeared in Loan Selling Advisor and Form 1034 prior to April 23, 2012;
- Corresponding Loan Selling Advisor screen ULDD name as it now appears; and
- Corresponding MISMO data point name.

For each data element, we have included our verification instructions. The parenthetical numbers in the first column of the table correspond to the numbered boxes on Job Aids 1-3 of Appendix A. See [Guide Sections 2202.4](#), [6301.3](#), and [8107.2\(a\)](#).

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Old Certification Data Element Name	Loan Selling Advisor Screen Name	MISMO v3.0 Data Point Name	Compare to Information on the Note
Freddie Mac loan number (1)	Freddie Mac loan number	InvestorLoanIdentifier	<p>Nine-digit loan number provided by Freddie Mac. If the Freddie Mac loan number appears on the Note, it must be verified.</p> <p>Note: <i>Interest Rate</i> may be used interchangeably with <i>Note Rate</i>.</p> <p>Note: Freddie Mac does not usually require the Freddie Mac loan number to appear on the face of the Note.</p>
Note Date (2)	Note Date	NoteDate	The original Note Date that appears on the Note's first page
Property street (3)	Street Address	AddressLineText	<p>Street address for the Mortgaged Premises <b>may</b> include:</p> <ul style="list-style-type: none"> <li>• Street type (e.g., Circle; Court; Avenue; Road; Boulevard)</li> <li>• Unit number, if applicable, and</li> <li>• Direction, if applicable (e.g., 123 <u>East</u> Main Street, 1000 Connecticut Avenue, <u>NW</u>)</li> </ul> <p>Standard or obvious abbreviations for street type and direction are acceptable.</p> <p>Note: Misspelled street designations are acceptable, provided that the intended word is still apparent.</p> <p>For example:</p> <ul style="list-style-type: none"> <li>• "Road" spelled as "8oad";</li> <li>• "Street" spelled as "Street";</li> <li>or</li> <li>• "Circle" spelled as "Cricle"</li> </ul>



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Old Certification Data Element Name	Loan Selling Advisor Screen Name	MISMO v3.0 Data Point Name	Compare to Information on the Note
Property street (3) <i>(continued)</i>	Street Address	AddressLineText	Note: Occasionally, as with Construction to Permanent Mortgages, the street address on the Note may not be complete. Enter the discrepancy in Loan Selling Advisor and contact the Seller for documents confirming the address to certify the Note.
Property city (4)	City Name	CityName	City or town in which the Mortgaged Premises is located
Property state (5)	State Code	StateCode	State in which the Mortgaged Premises is located
Property zip code (6)	Postal Code	PostalCode	Postal Zip Code of the Mortgaged Premises  Note: Zip Codes may change. If a Zip Code has been altered on the Note, it is not necessary for a Borrower to initial that change. If the Zip Code in Loan Selling Advisor does not match the one on the Note, certify the Note if the U.S. Postal Service website ( <a href="http://zip4.usps.com/zip4/welcome.jsp">http://zip4.usps.com/zip4/welcome.jsp</a> ) confirms that the Zip Code delivered is correct, and retain a print of the web page in the Note file

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Old Certification Data Element Name	Loan Selling Advisor Screen Name	MISMO v3.0 Data Point Name	Compare to Information on Note
Original Loan Amount (7)	Note Amount	NoteAmount	Original principal amount. For Mortgages modified or converted before delivery, the loan amount as of the modification or conversion. Our systems do not permit delivery of cents in this field, the loan amount on the Note may not differ from the loan amount on the <a href="#">Form 1034</a> by more than a dollar. Amounts in Loan Selling Advisor may be rounded up to the next dollar.
Original Interest Rate (8)	Note Rate Percent	NoteRatePercent	The original interest rate
Original P&I Payment Date (9)	Scheduled First Payment Date	ScheduledFirstPaymentDate	The Due Date of the first full principal and interest (P&I) payment indicated on the Note. For Mortgages modified or converted before delivery, the Due Date of the first P&I payment of the modified Mortgage stated in the modification or conversion agreement.
Original Maturity Date (10)	Loan Maturity Date	LoanMaturityDate	The Due Date of the final P&I payment
Original P&I Payment (11)	Initial Principal and Interest Payment Amount	InitialPrincipalAndInterestPaymentAmount	The full monthly P&I payment. For modified or converted Mortgages, the monthly P&I payment stated in the modification or conversion agreement.
Borrower name (12)	First Name	FirstName	First name, last name, middle name or initial of the first Borrower indicated on the Note.
	Last Name	LastName	
	Middle Name	MiddleName	
		BorrowerClassificationType	'Primary' indicates the primary Borrower
Co-Borrower name (13)	First Name	FirstName	First name, last name, middle name or initial of Co-Borrower(s) indicated on the Note.
	Last Name	LastName	
	Middle Name	MiddleName	

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Old Certification Data Element Name	Loan Selling Advisor Screen Name	MISMO v3.0 Data Point Name	Compare to Information on Note
Co-Borrower name (13) (continued)		BorrowerClassificationType	Note: Certification of the first five Borrowers is mandatory.  “Secondary” for up to four Borrowers, indicates that they are not the Primary Borrower
Modification/ Conversion Date (22)	Loan Modification Effective Date	LoanModification EffectiveDate	For Seller/Owned Modified Mortgages, the effective date of the modification agreement ( <a href="#">Guide Section 6302.27</a> )  For Construction Conversion and renovation Mortgages with Modification Documentation, the effective date of the modification agreement (the Effective Date of Permanent Financing)  For modifications made using a new Note rather than a modification agreement, the Note Date of the new Note ( <a href="#">Guide Section 6302.28</a> )
	Latest Conversion Effective Date	LatestConversion EffectiveDate	Applicable only to Seller/Owned Converted Mortgages: the most recent date on which a change in the loan terms became effective (the Conversion Date, defined in the <a href="#">Guide Glossary</a> )
Convertible (21)	Convertible Indicator	ConvertibleIndicator	Freddie Mac does not currently purchase convertible ARMs.
First rate adjustment date (14)	First Rate Adjustment Effective Date	PerChangeRate AdjustmentEffectiveDate	The First Change Date indicated on the Note.
Index Source (15)	Index Source Type	IndexSourceType (Sort ID 110)  IndexSourceTypeOtherDescription (Sort ID 111)	The source of the fluctuating economic indicator specified in the Note, the value of which is used to adjust the Note Rate periodically. Effective 11/9/20, IndexSourceTypeOtherDescription is available for SOFR-indexed ARMs.

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Old Certification Data Element Name	Loan Selling Advisor Screen Name	MISMO v3.0 Data Point Name	Compare to Information on Note
Index Lookback Days (16)	Interest and Payment Adjustment Index Lead Days Count	InterestAndPayment AdjustmentIndexLead DaysCount	The number of days between the Interest Change Date and the date the Index value is determined, expressed in the Note as the number of days before the Interest Change Date.  Note: For most ARMs, the Lookback Period is 45 days.
Note Margin (17)	Margin Rate Percent	MarginRatePercent	The percentage added to the Index value to determine the new interest rate at each adjustment
Interest Rate Rounded (18)	Interest Rate Rounding Percent	InterestRateRounding Percent	The percentage to which the interest rate will be rounded on each Interest Change Date: 0.125% for all ARMs, unless a Freddie Mac has authorized another percentage or calculation
Periodic Interest Rate Cap (19)	Subsequent Rate Adjustment Maximum Increase Rate Percent	PerChangeMaximum IncreaseRatePercent	The maximum increase in the interest rate on any Interest Change Date after the first Interest Change Date, expressed as a percentage
		AdjustmentRuleType	
	Subsequent Rate Adjustment Maximum Decrease Rate Percent	PerChangeMaximum DecreaseRatePercent	The maximum decrease in the interest rate on any Interest Change Date after the first Interest Change Date, expressed as a percentage
		AdjustmentRuleType	
Life-of-loan max rate (20)	Ceiling Rate Percent	CeilingRatePercent	The maximum interest rate to which an ARM may adjust over the life of the loan, expressed as a percentage
Life-of-loan min rate (21)	Floor Rate Percent	FloorRatePercent	Lifetime Floor, which must equal the Margin, expressed as a percentage

Note: The “Certify Loan: Report Discrepancy” screen may indicate a value for the Lifetime Floor that does not appear in the Note. If a value is stated in the Note and it does not equal the Margin value, you must not certify the Note and must report the discrepancy to the Seller.

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Additional information and resources regarding the ULDD are on Freddie Mac's corporate website at: <https://sf.freddiemac.com/tools-learning/uniform-mortgage-data-program/ulad>.

If you discover discrepancies between any data element in Loan Selling Advisor and the Note or another document, do not certify the Note. Enter the data discrepancy in Loan Selling Advisor or, if the Seller agrees, you may use an alternate method to report discrepancies, even though references in this Chapter direct you to enter the discrepancy in Loan Selling Advisor.

If you have proposed changes, the Seller may receive an email notice or monitor outstanding certification issues through Loan Selling Advisor. If the Seller:

- accepts all proposed changes and no document discrepancies are outstanding, the Note will be automatically certified, and no further action is necessary to complete certification; or
- rejects a proposed change or fails to resolve a documentary discrepancy, you must work with Seller to resolve the issues.

Issue	Resolution
Borrower Name in Loan Selling Advisor differs from Note	Enter the discrepancy in Loan Selling Advisor. The Seller must send you evidence of a name change or a Name Affidavit.  Note: See "Borrower's Signature" for allowable variances.
Note data elements do not agree with the data in Loan Selling Advisor	Enter the proposed changes to the data in Loan Selling Advisor. If the Seller: <ul style="list-style-type: none"> <li>• Accepts the changes, no further action on your part is necessary; or</li> <li>• Rejects the changes, do not certify the Note.</li> </ul>
Changes on Note; white-outs and cross-outs are not initialed by Borrowers	Enter the discrepancy in Loan Selling Advisor and return Note to the Seller to have the Borrower initial all changes.  Changes to Freddie Mac loan number, closing location, typed name under signature, and Zip Code do not require Borrower initials.
Freddie Mac loan number is changed on the Note	No action is required if the Freddie Mac loan number on the Note matches the Freddie Mac loan number in Loan Selling Advisor

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Issue	Resolution
FHA case number is changed or incorrect on the Note	No action required: this is not a certified field
The Seller reports experiencing a “fail” after you certified the Note	“Fails” may occur for reasons not related to certification. Refer the Seller to 800-FREDDIE.

Refer to the [Document Custodian and Certification](#) section of the LSA Online Help system to view the process for proposed data changes.

### Verifying the Note

Each Note must be originated on a Fannie Mae/Freddie Mac, Freddie Mac, or Fannie Mae Uniform Instrument.

Each Note must be original and complete. **Freddie Mac will not accept Notes marked as “duplicate original,” “corrected copy,” or similar**, even if there is an original signature, or if the words “duplicate original” or “corrected copy” are crossed through with or without initials. If you receive such a Note, contact Freddie Mac immediately at [loan\\_delivery\\_funding\\_ops@freddiemac.com](mailto:loan_delivery_funding_ops@freddiemac.com).

**There may be only one Note associated with each Mortgage:** if one or more Borrowers cannot execute the Note in person, they should use a POA as described in [Guide Section 6301.4](#) and below. Freddie Mac will not accept Mortgages with two Notes or a single Note with more than one signature page. Contact Freddie Mac at [loan\\_delivery\\_funding\\_ops@freddiemac.com](mailto:loan_delivery_funding_ops@freddiemac.com) should you encounter this situation.

A Seller may have a TOB or an SLE that permits certain variances from the Guide’s requirements. See Chapter 2 regarding TOBs and SLEs. A Seller must inform you of a TOB or deliver an SLE that waives or supplements our standards to certify a non-conforming Note.

### Uniform Instruments

The Guide requires that all Notes be executed on the Uniform Instrument (1-4 Family) for the jurisdiction where the Mortgaged Premises are located. You need not verify the printed or standard text of the Note if the agency tagline identifies it as a Uniform Instrument. See [Guide Section 4101.2](#); the Forms are listed in Exhibit 4 “Single-Family Uniform Instruments,” and at Uniform Instruments. Please note mandatory use of instruments from Exhibit 4A began January 1, 2023. Forms from Exhibit 4 may no longer be used.

With respect to the Uniform Instruments:

1. The agency identifier tagline must appear on *each page* of the Note; a Note without the agency tagline is non-standard.

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2. Unless specified in an SLE or TOB, you may not certify a Note that is not executed on a Uniform Instrument. Contact the Seller.
3. Sellers may reprint Uniform Instruments on their own letterhead, by computer, or otherwise, but the text of the Uniform Instruments must remain unchanged and the tagline identifying the instrument as a Uniform Instrument must appear on the Note – either “Fannie Mae/Freddie Mac,” “Freddie Mac” or “Fannie Mae.”
4. Supplemental tag line information by forms companies or the lender is acceptable, but the original tag line of the Uniform Instrument may not be changed.
5. Form numbers do not change when Guide Exhibit 4A is updated. As new instruments are developed, and electronic format replaces hard copy forms.

Note: The Spanish translations of certain Uniform Instruments available on Freddie Mac’s website are for borrower education and reference only and are *not* acceptable as original, signed mortgage documents. They may be found at Spanish Translation – Freddie Mac Single-Family.

### Borrower Signature

You must verify that the signature on the Note for each Borrower is an original handwritten ink signature. Signatures in pencil are not acceptable. Stamped or other non-traditional methods of signing may be acceptable in certain circumstances, such as the Borrower’s physical impairment. In these cases, a Signature Affidavit or other supporting documentation, such as a court order, must accompany the Note. A Note that contains the signature of a Borrower who is not listed as a Borrower or Co-Borrower in Loan Selling Advisor, is not eligible for sale and may not be certified.

Borrower names may appear on the Note first name first or last name first, if the last name is followed by a comma. Reversed first and last names on the Note may be certified if they are consistent with the names shown in the delivery data.

**Except for Living Trusts, the Borrower’s name does not need to be typed or printed under the Note’s signature line**, however, the name as signed must not conflict with the typed or printed name. If the Borrower’s name on the Note does not match the data in Loan Selling Advisor, it may be treated as oversigned or undersigned as described below.

If a Borrower initials one page of the Note, then those initials must appear on every page except the signature page. While there is no requirement that the Borrower initial the Note, you may not certify a Note if some pages of the Note are initialed and others are not.

### ***Oversigning/Undersigning***

Borrowers may “oversign” or “undersign” their names.

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- *Oversigning* occurs when something included in the Borrower’s signature does not appear in the typed or printed name on the Note or in Loan Selling Advisor. Prefixes and suffixes such as “Mr.,” “Mrs.,” “Ms.,” “Dr.,” and “MD,” “PhD,” “Sr.,” “Jr.” are not required to be certified, and may be considered oversigning.
- *Undersigning* occurs when the Borrower’s signature does not contain an element such as a middle name or initial that is included in the typed or printed name on the Note or in Loan Selling Advisor.

Oversigning and undersigning may be acceptable so long as there is no conflict among the signed name, the typed or printed name on the Note or Loan Selling Advisor.

You may encounter the following situations:

Acceptable		Unacceptable	
Signature	<b><u>John Q. Public</u></b>	Signature	<b><u>John Z. Public</u></b>
Typed Name	John Quincy Public	Typed Name	John Quincy Public
Loan Selling Advisor	John Quincy Public	Loan Selling Advisor	John Quincy Public
Signature is undersigned because it only contains the initial “Q” but does not conflict with “Quincy” appearing in the typed name and Loan Selling Advisor. Lack of a middle name or middle initial in the Signature treated the same so long as there is no conflict in the typed name and Loan Selling Advisor.		Signature contains a “Z” that conflicts with the full middle name that “Quincy” appearing in the typed name and Loan Selling Advisor. This is acceptable only if a Signature Affidavit is provided showing that John Quincy Public signs his name as John Z. Public.	
Acceptable		Unacceptable	
Signature	<b><u>John Quincy Public</u></b>	Signature	<b><u>John Quinn Public</u></b>
Typed Name	John Q. Public	Typed Name	John Quincy Public
Signature is oversigned because the middle name is spelled out, but does not conflict with the typed name or Loan Selling Advisor that contain a “Q”.		Signature conflicts with typed name and Loan Selling Advisor. This is acceptable only if a Signature Affidavit is provided showing that John Quincy Public signs documents as John Quinn Public.	

### ***Illegible Signature and Signature Contradictions***

A Signature Affidavit or Name Affidavit is a notarized document that is required when the Borrower’s signature conflicts with a typed or printed name on the Note or in Loan Selling Advisor. We prefer an original affidavit; however, a copy is acceptable.

If a Signature Affidavit is used, the signature on the affidavit must closely resemble the signature on the Note and must be dated before the Note Date.



A Borrower’s illegible signature is acceptable if the typed or printed name on the Note and the Borrower’s name in Loan Selling Advisor match.

If the Borrower’s signature is illegible and there is no typed or printed name on the Note, enter a document discrepancy in Loan Selling Advisor. You must obtain



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copies of another document, such as a Name Affidavit or Signature Affidavit (which must be notarized), that contains the Borrower's name and signature to compare. If they closely resemble each other, the Note is acceptable.

<b>May be Acceptable</b>	<b>May be Acceptable</b>
Signature <span style="float: right;">X</span> Typed Name <span style="float: right;">John Quincy Public</span>  A Signature Affidavit or Name Affidavit must accompany the Note, showing that John Q. Public's legal signature is "X".	Signature <span style="float: right;">☐</span> Typed Name <span style="float: right;">John Quincy Public</span>  A Signature Affidavit or Name Affidavit must accompany the Note, showing that John Q. Public's legal signature is "☐".
<b>May be Acceptable</b>	<b>May be Acceptable</b>
Signature is illegible and name is NOT typed under signature <span style="float: right;"></span>  Compare the signature to the signature on a Signature Affidavit or another notarized document and match the typed name on that document to the name in Loan Selling Advisor.	Signature is illegible <span style="float: right;"></span> Typed Name <span style="float: right;">John Quincy Public</span>  Acceptable if the typed or printed name on Note matches the Borrower name in Loan Selling Advisor.

## Signatures for Living Trusts

A Note secured by Mortgaged Premises held in a Living Trust (also referred to as an inter vivos or revocable trust) must be signed by the Settlor(s) and by one or more Trustees on behalf of the trust as Borrower; the same person may sign in each role, or different people may sign. Only Settlers who are Underwritten Settlers (that is, qualified as a Borrower) are required to sign the Note, but all Settlers must sign the Security Instrument. See [Guide Section 5103.5](#).

The Note must clearly indicate the complete legal name of the Living Trust on the signature page(s).

Note: The Living Trust should be identified using the following format: "the [Name of Settlor(s)] Trust under Trust Agreement dated [MM/DD/YYYY]." The name may include additional language, such as "for the benefit of [Settlor name(s)]."

You may certify a Note with a Living Trust as the Borrower with a signature addendum (a form of allonge) for the signature of the Trustee(s) *only if*:

1. There is not enough space on the Note for all the signatures;
2. Each Settlor (regardless of whether that person also signed as a Trustee) signed the Note in an individual capacity on the Borrower's signature line--*only Trustees' signatures may appear on the signature addendum*;
3. The Note clearly references the existence of the signature addendum;
4. The signature addendum is permanently affixed to the Note (taping or pasting the signature addendum to the Note are not acceptable); and
5. The signature addendum references the Borrower, Note Date, address of the Mortgaged Premises, and original principal balance of the Note.

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See [Guide Section 5103.5\(5\)](#) regarding signature addenda.

Note: For Living Trusts, the “Settlor” is the person who creates the trust, who may also be referred to as the “Grantor.”

Note: You may ask to see the Security Instrument, or its first and signature pages, or trust documents to verify the name of the Living Trust.

Acceptable		Acceptable	
Signature	<b><u>Jane A. Doe</u></b>	Signature	<b><u>Jane A. Doe</u></b>
Typed Name	Jane Ann Doe, Individually and as Trustee of the Jane Ann Doe Trust dated MM/DD/YYYY	Typed Name	Jane Ann Doe
		Signature	<b><u>Jane A. Doe</u></b>
		Typed Name	Jane Ann Doe, as Trustee of the Jane Ann Doe Trust dated MM/DD/YYYY
One signature used to indicate that the signatory is executing the document both individually as Settlor and as trustee.		Borrower executed the Note with one signature individually as Settlor plus a second signature as trustee.	

In addition to the requirements in [Guide Section 6302.9\(a\)](#) for all borrowers, Sellers must deliver a Living Trust Note using the Non-individual Borrower Type of "Living Trust," including the non-individual Borrower data per [Section 6302.9\(c\)](#) of the Guide. The Borrower name (e.g., "John Q. Public") is entered as unparsed (no spaces between words) text in the Non-individual Borrower Name field. In the Loan Selling Advisor certification screen view, the Borrower name appears in the Primary Borrower Name field exactly as entered, which may differ from the normal view of Last, First, Middle. The borrower name entered must match either the Borrower, Trustee or Settlor name(s) in the signature(s).

Unacceptable		Unacceptable	
Signature	<b><u>John Q. Public</u></b>	Signature	<b><u>John Q. Public</u></b>
Typed Name	John Q. Public, Individually and as Trustee of the Jane A. Doe Trust dated MM/DD/YYYY	Typed Name	Jane Ann Doe
		Signature	<b><u>Jane A. Doe</u></b>
		Typed Name	Jane Ann Doe, as Trustee of the Jane Ann Doe Trust dated MM/DD/YYYY
Jane A. Doe, as the borrower listed in Loan Selling Advisor, must be listed both individually as Settlor and as trustee.		Jane A Doe, as the borrower listed in Loan Selling Advisor would also need to execute individually in this format.	

Only use the “Enter Discrepancy” button if there is a discrepancy between the names on the Note and the name in Loan Selling Advisor. For any other issue, contact Freddie Mac.”

If there is a discrepancy between the Borrower, Trustee or Settlor name(s) on the Note and the information in Loan Selling Advisor, click the "Enter Discrepancy" button, enter the full name of the person who signed as the Borrower on the Note in the Primary Non-individual Borrower Name field, and remove any entries in the

## Document Delivery and Processing

First, Middle, and Last name fields. The same protocol applies to discrepancies relating to Secondary Borrowers that are Living Trusts.

Land Trusts differ from Living Trusts. You have no special duties in certifying Notes when title is held by a Land Trust, and you may not even be aware that is the case. See [Guide Section 5103.7](#).

### **Guidance on Powers of Attorney**

*See special information under Notarizations when reviewing POAs.*

When a Note is executed on behalf of the Borrower by an attorney-in-fact pursuant to a POA, the Note must be signed by the attorney-in-fact using their own name. Freddie Mac requires that a POA be notarized even if state law or local customs do not. **You must verify that the POA is dated on or before the Note Date.** See [Guide Section 6301.4](#) for additional information.

Note: A general POA may be used by an attorney-in-fact to execute the Note if permitted under the law of the State in which the Mortgaged Premises is located.

When a Seller delivers the Note with a written statement that a POA must be accepted under applicable law, you need not validate any aspect of that statement, which you must retain with the Note. Delivery of such a statement is not required for every Note executed by POA, and you have no responsibility to ask for one if it is not delivered.

Acceptable	May be Acceptable
<p>Signature <b><u>Samuel Signatory, Attorney-in-Fact for John Quincy Public</u></b></p> <p>Typed Name John Quincy Public</p> <p>The signature indicates that Samuel Signatory is executing the document as attorney-in-fact under a POA from John Quincy Public.</p> <p>The POA designating Samuel Signatory as John Quincy Public's attorney-in-fact to execute Mortgage documents that is in effect on the date the documents were signed must delivered with the Note.</p> <p>Note: The attorney-in-fact must sign their own name: you may not certify a Note when the attorney-in-fact has signed the Borrower's name.</p>	<p>Signature <b><u>Samuel Signatory</u></b></p> <p>Typed Name John Quincy Public</p> <p>This is not acceptable unless the Seller provides clear documentation to support Samuel Signatory's authority to execute the Note on the Borrower's behalf.</p> <p>Note: This manner of signature does not make clear why or under what authority Samuel Signatory executed the document.</p>

Freddie Mac will accept a POA notarized by certain Department of Defense, military, or military tribunal personnel if the notarization is made pursuant to either 10 U.S.C. § 1044a, *authority to act as a notary*, or the Servicemember's Civil Relief Act §506(b), which permits a servicemember during military service to make an affidavit "before... any superior commissioned officer." See also [Guide Section 8503.1](#).

The Seller must deliver one of the following with the Note:

- The original POA (signed in ink by the Borrower);

## Document Delivery and Processing

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- A copy of the POA;
- A copy of the POA showing the recordation information; or

NOTE: If applicable law requires an original POA (signed in ink by the Borrower) for enforcement or foreclosure purposes, the Seller must deliver an original POA (signed in ink by the Borrower) to the Document Custodian.

- If the POA is recorded, whether or not it is required, and the copy of the POA with the recordation information is not delivered to the Document Custodian along with the Note, the Seller must deliver the copy of the POA with the recordation information received from the recording office to the Document Custodian within 30 days of receipt.

If the Note, Security Instrument and other closing documents are executed under an Electronic POA, the following requirements apply:

- The Seller must deliver the Electronic POA along with the Note.
- If the POA is recorded, whether or not it is required, and the copy of the Electronic POA with recordation information is not delivered to the Document Custodian along with the Note, the Seller must deliver the copy of the Electronic POA with recordation information received from the recording office to the Document Custodian within 30 days of receipt.

Note: If Document Custodian is not able to accept electronic documents, the Seller must send a paper copy of the POA to the Document Custodian.

See [Guide Section 6301.4](#). Please see [Guide Section 1402.8](#) and Chapter 6 for additional requirements on electronic POAs or eNotes.

### ***Signature by a Conservator or Guardian***

A conservator (referred to in some States as a guardian or personal representative) is someone with legal authority over the affairs of a person who is legally incompetent--that is, physically or mentally incapacitated. If a conservator signs a Note on behalf of the Borrower, a copy of the court decree or similar document appointing that person as conservator for the Borrower must be dated before the Note Date and included with the Note. As with an attorney-in-fact pursuant to a POA, the conservator should sign their own name and the capacity in which they sign. See the examples for POA signatures above.

### **Lost Note Affidavits**

In certain instances, you may receive a Lost Note Affidavit (LNA) instead of the original Note. If the LNA meets these requirements, you may verify loan data on the Note copy attached to the LNA. The LNA must be placed in the Note file in lieu of the Note and treated as if it were the original Note.

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1. The LNA must be an original document, signed in ink by an officer of the Seller: contact Freddie Mac if the LNA is executed by a party other than the Seller.
2. The signature of the officer on the LNA must be notarized.
3. The LNA must include:
  - The name of each Borrower on the Note,
  - The original principal amount of the Note,
  - Recordation information for the Security Instrument; and
  - The Note Date.
4. A complete copy of the entire missing Note must be attached to the LNA, showing all required signatures and endorsements complete to the Seller.
5. The Seller must provide a document from Freddie Mac that approves use of the LNA, either copy of an email from Freddie Mac, a TOB, or an SLE that identifies the specific Mortgage or Mortgages to which it applies.

If the LNA meets these requirements, verify the loan data from the LNA Note copy. File the LNA and Note copy in the Note file in lieu of the Note.

Note: If the copy of the Note does not include a complete endorsement chain, the LNA must state that the photocopy of the Note was made in the ordinary course of business prior to the Note's endorsement. Original endorsements on the Note copy are not acceptable.

See Chapter 4 for instructions on dealing with an original Note that is recovered after an LNA has been created and certified.

### Endorsements

When a Note is sold to Freddie Mac, the Seller must endorse the Note: "Pay to the order of . . . .," leaving a blank for the payee's name. Contact Freddie Mac (Guide [Directory 9](#)) if you receive an endorsement in another form or with alternate language. While you may certify a Note endorsed "Payable to . . . .", we will ask the Seller to change their practice. The name of the institution making the endorsement ("Seller-endorser") and the name and title of the individual authorized to sign must be clearly typed or printed on the endorsement.

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The following are examples of blank endorsements:

### Without Recourse

PAY TO THE ORDER OF	_____ (Leave Blank) _____
WITHOUT RECOURSE	
	_____ (Name of Seller-endorser) _____
	_____ (Signature of duly authorized representative) _____
	_____ (Typed name and title of signatory) _____

### With Recourse

PAY TO THE ORDER OF	_____ (Leave Blank) _____
	_____ (Name of Seller-endorser) _____
	_____ (Signature of duly authorized representative) _____
	_____ (Typed name and title of signatory) _____

Note: Most Mortgages are sold to Freddie Mac without recourse; however, you are not required to check the recourse status of the Notes, and you have no way to do so.

1. Endorsement must be made directly on the Note with an ink signature or with a facsimile stamped signature, as described in [Guide Section 6301.3](#). An allonge that meets the conditions in [Guide Section 6301.3](#) may be used to endorse a Note (see below). Use of stickers to affix signatures does not satisfy Freddie Mac's requirements for endorsing a Note.
2. An endorser that signs a fictitious or "doing business as" name must provide both the formal, legal entity name and the alternative name.
3. Endorsements must be complete from the original payee on the Note to the Seller of the Note. See "Endorsement Chains" below. There may be no further endorsements.
4. Attorneys-in-fact pursuant to POAs may not endorse for our Sellers. In addition, Document Custodians cannot act as a Seller's agent or delegatee to endorse Notes.
5. [Guide Section 6301.3](#) contains our requirements for Note endorsement.

### Allonges

Allonges provide additional space for endorsements. You may certify a Note that has an allonge if:

- The allonge is permanently affixed to the Note (taping or pasting the allonge to the Note are not acceptable); and
- The allonge references the Borrower's name, the address of the Mortgaged Premises, and the original principal balance of the Note.

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If you receive a non-conforming allonge, enter the discrepancy in Loan Selling Advisor and await corrective action by the Seller. See [Guide Section 6301.3\(e\)](#).

Note: If you receive an allonge that is dated, you may certify the Note *only* if the date is on or after the Note Date.

### Endorsement Chains

Sellers must endorse each Note in blank. When a Seller is not the original payee on the Note, you must verify that the chain of endorsements on the Note is proper and complete from the original payee to the Seller.

After Freddie Mac purchases the Note, no other endorsements or changes to endorsements on the Notes are permitted without Freddie Mac's prior written consent. A Transferee Servicer may not endorse or change any endorsement on a Note owned by Freddie Mac.

Note: You may certify Notes endorsed to Freddie Mac rather than endorsed in blank, but if you frequently receive Notes from a Seller endorsed this way, please contact Freddie Mac so that we can remind the Seller of our requirements.

Endorsements may indicate that the endorsing entity is the "successor in interest to" or "successor by merger to" the preceding endorser--this is acceptable. If there is a break in the endorsement chain due to a name change, merger, acquisition, or other event not identified in the endorsement itself, the Seller must provide documentation for the Note file, such as a letter or notice from the regulator, state corporation commission, or similar authority.

An endorsement must match the name of the payee as it appears on the Note, but it might not match the formal legal name of the entity. For example, for a company named "Standard Federal Mortgage Bank Incorporated," the following abbreviations are acceptable if the Document Custodian has a document signed by the Seller's attorneys stating that those abbreviations are acceptable:

- STD FED MTG BK INC
- STANDARD FEDERAL MTG
- THE STANDARD FEDERAL MORTGAGE BANK
- STND FED MTG INC

The following chart identifies several endorsement issues and our conditions for acceptance.

Issue	Resolution
Endorsement is missing a signature	Enter the discrepancy in Loan Selling Advisor and wait for corrective action from the Seller.  If the endorsing institution is no longer in business and the Seller cannot obtain the signature, do not certify the Note.

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Issue	Resolution
Endorsement is a facsimile signature	Acceptable if: <ul style="list-style-type: none"> <li>• The Seller’s documents support using facsimile signatures (you need not verify); and</li> <li>• The facsimile signature was applied in ink by an employee of the Seller using a stamp: we do not accept endorsements generated by machine, such as those used to sign letters or checks.</li> </ul>
Endorsement does not include title of signatory	Enter the discrepancy in Loan Selling Advisor and wait for corrective action from the Seller.
Endorsement errors or missing endorsements	Enter the discrepancy in Loan Selling Advisor and wait for corrective action from the Seller.
Date has been inserted on blank endorsement	Contact Freddie Mac so that we may remind the Seller not to date endorsements.
Endorsement has been voided	Acceptable, if an authorized signatory of the endorsing institution initialed the “voided” endorsement.  Note: Verify that only the <u>erroneous endorsement</u> was marked through or marked “void”; or it may appear that the entire Note is voided.
Endorsement is by an attorney-in-fact pursuant to a POA	Not acceptable for endorsements from the Seller: enter the discrepancy in Loan Selling Advisor and wait for corrective action from the Seller.

### Assignments

#### ***MERS-Registered Mortgages***

Most of the Mortgages that Freddie Mac purchases are registered with MERS, the Mortgage Electronic Registry System, Inc. MERS is an accessible on-line database that contains real property and ownership information commonly found in closing documents, public land records, and Security Instrument assignments. Mortgages registered with MERS appear in the public land records with MERS as the Mortgagee of Record.

Mortgages may be closed with MERS as the Original Mortgagee of Record or closed with MERS as the assignee. MERS-registered Mortgages are subject to



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the same purchase requirements and standards as the other mortgages that we purchase.

Each MERS-registered Mortgage must either have a recorded assignment to MERS or be closed on a Security Instrument naming MERS as the nominee. The Seller must include the MIN, the 18-digit Mortgage Identification Number assigned to each Mortgage registered with MERS, which remains with the Mortgage for its term. Document Custodians are not required to verify the MIN.

If the Mortgage was closed with MERS as the original mortgagee (a 'MOM' loan), Sellers must inform you that the Mortgage was closed on a Security Instrument that names MERS as the Mortgagee of Record and transmit the MIN with the delivery data. Servicers may elect to hold the assignments for MERS-registered Mortgages; in this case, the Servicer certifies the MERS assignment chain.

Due to court rulings, Mortgages secured by property in Maine must be assigned to MERS, that is, they cannot be MOM loans.

For general questions about MERS or MERS-registered mortgages, please contact MERS directly. Information on contacting MERS is available on the MERS website: <https://explore.icemortgage.com/mers-contact-us>.

### ***Mortgages Not Registered with MERS***

An officer of the Transferor Servicer must sign the assignment, and the assignment must contain that person's name and title.

See NY CEMA Mortgages above for information on assignments.

There are no assignments for Cooperative Share Loans, they are secured by UCC-1 financing statements.

There may be no gap in the assignment chain: assignments of the Security Instrument must begin with the original mortgagee and continue unbroken to: (i) the Seller, (ii) the current Servicer, if there is a Concurrent Transfer of Servicing, or (iii) MERS. You must hold all assignments with the related Note, unless the Mortgage is registered with MERS or Servicer has provided evidence that it holds all assignments for Freddie Mac's Notes. See [Guide Section 3301.4](#).

Note: **We do not accept assignments to "blank"**. Assignments must include the legal name of the entity to which the beneficial interest is being assigned, which is in most instances the Servicer.

The following chart identifies different assignment issues and the conditions for Freddie Mac acceptance.

Issue	Resolution
Blanket assignments are delivered	Freddie Mac does not accept mortgages assigned using blanket assignments.

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Issue	Resolution
	Enter the discrepancy in Loan Selling Advisor and return assignment to the Seller.
The recorder's office does not record assignments	This is not common, however; pursuant to <a href="#">Guide Sections 6301.6</a> and <a href="#">6301.8</a> , if the Seller indicates this in an affidavit, retain the affidavit in the Note file and certify the loan.
The recorder's office does not return the recorded documents	A Seller-certified copy of the document that was sent for recording is acceptable.
The assignment does not have a notary stamp or seal	Enter the discrepancy in Loan Selling Advisor and wait for corrective action from the Seller.
The assignment does not have a corporate seal	If the assignment is otherwise acceptable, you may certify the Note.
The assignment contains a facsimile signature	Assignments must contain original signatures. Enter the discrepancy in Loan Selling Advisor and wait for corrective action from the Seller.
The certified copy of the assignment is missing the date or the recordation information, or the recordation information is illegible	Enter the discrepancy in Loan Selling Advisor; the Seller must provide this.
Assignment is made to Freddie Mac	Return to the Seller to destroy. See <a href="#">Guide Sections 6301.6</a> and <a href="#">6301.8</a> .
Servicer wishes to assign Freddie Mac's interest in a Mortgage to a new lender in a Texas refinance	This is not permitted. The Mortgage must not be assigned to the new lender for the refinance.
Document Custodian holds a certified true copy of the assignment, but later receives the original recorded assignment	File the recorded assignment with the original Note and destroy the copy or return it to the Seller/Servicer as determined by your agreement.
Intervening Assignment(s) not included with affidavit stating that	Enter the discrepancy in Loan Selling Advisor and notify the Seller to provide

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Issue	Resolution
the jurisdiction does not require that assignments be recorded	Intervening Assignment(s). Do not certify until resolved.
Intervening Assignments were not included with delivery	Enter the discrepancy in Loan Selling Advisor and ask the Seller to provide Intervening Assignment(s). Do not certify until resolved.
Intervening Assignments sent for recordation, but only a copy is received	Enter the discrepancy in Loan Selling Advisor and ask the Seller to certify and deliver to you a copy (a “Seller-certified copy”) of the Intervening Assignment that was sent for recordation.
Assignment chain is broken	Enter the discrepancy in Loan Selling Advisor and notify the Seller. Do not certify until corrected.
Assignment is to “blank”	Return to the Seller; Freddie Mac does not accept assignments to “blank”. You may not certify. See <a href="#">Guide Sections 6301.6</a> and <a href="#">6301.8</a> .

Note: See [Guide Sections 6301.6](#) and [6301.8](#) for additional requirements and for the requirements for Mortgages that have been registered with MERS.

For Mortgages registered with MERS after our purchase, Servicer will inform MERS that Freddie Mac is the investor and give MERS the Freddie Mac loan number; MERS will then notify Freddie Mac. You and the Servicer must agree as to how Servicer will notify you of the change in status of these Mortgages.

### Reviewing Supplemental Documentation

Sellers must deliver the original assignments and related documents to you. Sometimes an original is not available because it has been sent for recordation and has not been returned to the Seller for delivery to you. In such cases, you may certify the Note based on a Seller-certified copy of the assignment or related documentation.

The chart below indicates when original documents are required for certification and when Seller-certified copies of documents may be used in lieu of originals. Sellers must deliver the original documents to you as trailing document promptly after they are received from the recorder’s office.

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Document	What is Acceptable
Note	Original or an LNA meeting the requirements above
Note Addendum (for example, Balloon Note Addendum)	Original only
Assumption Agreement	Original only
Power of Attorney (POA)	Original, or a copy with recordation information, unless the original was sent to the recorder's office with the Security Instrument. See <a href="#">Guide Section 6301.4</a> .  Note: Our requirements for POAs are evolving rapidly; please consult recent Seller/Service Bulletins for current information.
Recorded assignment	Notarized original;
Multistate Agreement to Convert (Form 3180)	<ul style="list-style-type: none"> <li>If original was sent for recordation, a Seller-certified copy is acceptable until original is received, or</li> <li>Copy certified by clerk of court or recorder's office if the original recorded document is not available.</li> </ul>
NY CEMA (Form 3172)	
Modification	
Name Affidavit or Signature Affidavit	Original or copy—must be notarized

You may receive documents from Seller/Service after certification is complete, as when a Seller submits a certified copy of a document at delivery and then submits the original or a copy of the recorded document.

When Seller/Service submits documents to the recorder's office and:

- The Seller/Service receives back an Electronic copy of (i) an electronically recorded original paper document ("OPD") with recording information or (ii) a recording confirmation with recording information,
  - If the Guide required the OPD be delivered to you, you must receive the OPD and an Electronic copy of it or a recording confirmation with recording information.
- The Seller/Service receives back a paper copy or an Electronic copy of an electronically recorded document ("ECD") with recording information,

## Document Delivery and Processing

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- If the Guide requires the ECD be delivered to you, you must receive the ECD and an Electronic copy of it with recording information.
- The Seller/Servicer receives back a paper copy or Electronic copy of the recording confirmation with recording information for an ECD,
  - If the Guide requires the ECD be delivered to you, you must receive an Electronic copy of it and an Electronic copy of the related recording confirmation with recording information.

See [Guide Sections 1401.14](#) and [1401.15](#) for additional information requirements for electronically recorded documents.

Upon receiving a trailing document, you must:

- Verify the documentation as you would for any document delivery.
- If the document is an addendum to or modification to the Note, attach it to the Note. Otherwise, place the document in the Note file.
- If the document is an original, destroy the copy after you replace the original, unless you have an agreement with Servicer to return it to them.
- If you receive an original Note for a Mortgage that you certified based on an LNA, follow the procedure for Found Notes described in Chapter 4.

### Resolving Discrepancies

You must enter any data or document discrepancies for a Note in Loan Selling Advisor. The Seller will receive notice through the system and may accept or reject the proposed data change. If the Seller:

- accepts all proposed data changes and there are no discrepancies outstanding, the Note will be automatically certified, and you need perform no further action, or
- rejects the proposed change or does not cure a discrepancy, you must work with the Seller to resolve the issue.

Refer to the Document Custodian and Certification section of the LSA Online Help system after you have entered proposed changes or documentation discrepancies in Loan Selling Advisor.

You must not certify a Mortgage for which you have identified data or document discrepancies until all exceptions have been corrected.

### Post-Certification Corrections to Notes

On occasion, a Servicer will ask to correct or change a Note after it has been certified. Immediately direct them to Freddie Mac.

Under no circumstances may you return a Note to a Servicer for correction or permit a Servicer to 'substitute' a replacement Note for a Note that has been certified for purchase by or purchased by Freddie Mac.

# Document Delivery and Processing

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## Notarizations

*NOTE: At the time of this revision, State and other requirements for valid notarizations such as remote ink or 'wet-signed' notarization, as well as remote online and other forms of electronic notarization are evolving. Because not all our updated requirements are permanent, you must refer to Freddie Mac's Bulletins and Guide updates for our standards for notarization. Please contact your legal counsel or Freddie Mac with specific questions.*

A notary public is a 'ministerial' official appointed by State government to serve the public as an impartial witness to 'notarize' certain documents when they are signed, that is, to perform fraud-detering acts. Notaries screen persons signing to validate their identity, their willingness to sign without duress or intimidation, and their awareness of the contents of the document or transaction. Signature and Name Affidavits and powers of attorney (POAs) are among the documents that Freddie Mac requires to be notarized.

Persons requiring notarial acts outside of the United States can have documents notarized by qualified U.S. embassy and consulate personnel and may be able to have them notarized remotely (see note above). Freddie Mac will not accept documents notarized by foreign notaries, apostilles, or notarios. Notarization by a military officer is acceptable if performed pursuant to the Servicemember's Civil Relief Act §506(b), which permits servicemembers during military service to make an affidavit "before... any superior commissioned officer." See [Guide Section 8503.1](#). In addition, signatures of certain military, Department of Defense, and other persons can be notarized by military personnel, judge advocates, adjutants, certain civilians performing legal functions for the military, and others pursuant to 10 U.S.C. § 1044a, authority to act as a notary, and such notarizations are acceptable.