Selling Guide

Non-QM Program

1Yr Income Prime / Alt Doc Prime / P&L Prime
ITIN Prime / DSCR / DSCR Multi

April 21, 2025

Version 04.21.25

TABLE OF CONTENTS

CHAPTER 1 – FIRST LIEN ELIGIBILITY

1.1 PROGRAM MATRICIES

The Non-Agency programs offer loans with features beyond the criteria established for Qualified Mortgages. Features include alternative income documentation for self-employed borrowers, interest only, and loan qualification for investment properties using the subject property cash flow. Non-Agency loans submitted to MK Lending Corp. must meet the criteria of the current published Eligibility Guide as of the MK Lending Corp. loan lock date for review.

See Loan/LTV Matrices located on the MK Lending Corp. website: https://mklending.com/

1.1.1 ELIGIBLE PRODUCTS

The following loan products are eligible for purchase by MK Lending Corp.:

PRODUCT	QUALIFYING RATE*	TERM	I/O TERM	AMORT TERM	INDEX	CAPS
5/6 ARM	Higher of Fully indexed or Note Rate	360	NA	360	30-day avg SOFR	2/1/5
5/6 ARM I/O	Higher of Fully indexed or Note Rate	360	120	240	30-day avg SOFR	2/1/5
5/6 ARM I/O	Higher of Fully indexed or Note Rate	480	120	360	30-day avg SOFR	2/1/5
7/6 ARM	Higher of Fully indexed or Note Rate	360	NA	360	30-day avg SOFR	5/1/5
7/6 ARM I/O	Higher of Fully indexed or Note Rate	360	120	240	30-day avg SOFR	5/1/5
7/6 ARM I/O	Higher of Fully indexed or Note Rate	480	120	360	30-day avg SOFR	5/1/5
15 YR FIXED	Note Rate	180	NA	180	NA	NA
30 YR FIXED	Note Rate	360	NA	360	NA	NA
30 YR FIXED I/O	Note Rate	360	120	240	NA	NA
40 YR FIXED	Note Rate	480	NA	480	NA	NA
40 YR FIXED I/O	Note Rate	480	120	360	NA	NA

*When DSCR documentation type is selected, all ARM products may use the note rate for qualifying.

ADDITIONAL ARM CRITERIA			
Adjustment Reset Period	**Lookback Period**	**Margin**	**Floor**
6-months	45-days	See Rate Sheet	Margin

1.1.2 STATE ELIGIBILITY RESTRICTIONS

See the MK Lending Corp. Loan Eligibility Matrix for state eligibility restrictions for all programs.

1.1.3 QUALIFYING PAYMENT

The qualifying payment is based upon the principal and interest payment along with 1/12th of the annual real

estate taxes, property insurance, any other insurance, and any association dues.
The qualifying payment is based on the amortization term. For interest-only loans, using standard or Alt documentation, this is the remaining term after expiration of the interest-only period. Single asset DSCR loans secured by 1-4 unit properties can be qualified using the interest only payment (ITIA).

1.1.4 INTEREST-ONLY RESTRICTIONS

	1YR INCOME PRIME/ ALT DOC PRIME	P&L PRIME	ITIN	DSCR*	FOREIGN NATIONAL
Occupancy	**All Occupancy**	**All Occupancy**	**Primary, 2nd Home**	**Investment**	**Investment**
Min Credit Score	660	680	680	680	Eligible – No Restrictions
Max LTV/CLTV	90%	80%	80%	75%	

* For DSCR Multi see program Matrices.

1.1.5 LOAN AMOUNTS

	1YR INCOME PRIME/ ALT DOC PRIME	P&L PRIME	ITIN	DSCR*	FOREIGN NATIONAL
Minimum	$150,000	$150,000	$150,000	$100,000	$150,000
Maximum	$3,000,000	$3,000,000	$1,500,000	$3,000,000	$1,500,000

* For DSCR Multi see program Matrices.

1.1.6 MINIMUM CREDIT SCORE

1YR INCOME PRIME/ ALT DOC PRIME	P&L PRIME	ITIN	DSCR*	FOREIGN NATIONAL
620	680	660	640	680 (If applicable)

* For DSCR Multi see program Matrices.

1.1.7 PRIVATE MORTGAGE INSURANCE (PMI)

Private Mortgage Insurance (PMI) is not required on any loan eligible for sale to MK Lending Corp. .

1.2 AGE OF DOCUMENT REQUIREMENTS

1.2.1 CREDIT REVIEW DOCUMENTATION

The following documents may not be more than 90 days old at closing (the date the Note is signed):

- Income verification/paystubs
- Asset documents/bank statements
- Credit Report
- Title Commitment/Preliminary Report/Binder/O&E

Any credit review documents exceeding these timeframes must be updated.

1.2.2 APPRAISAL

Residential Appraisals (1-4 units): The appraisal must be dated within 365 days of the Note date. Recertification of value required if the report exceeds 120 days of the Note Date. See complete appraisal requirements in Section 1.9.1.1 – Appraisal Requirements 1-4 Unit Residential.
Commercial Appraisals (5-8 multi-family): Appraisals dated fewer than 120 days prior to the note date are acceptable. After 120 days, a new appraisal is required. See complete appraisal requirements in Section 1.9.1.2 – Appraisal Requirements DSCR Multi.

1.3 BORROWER ELIGIBILITY

1.3.1 CITIZENSHIP

1.3.1.1 US Citizen

Eligible without guideline restrictions

1.3.1.2 PERMANENT RESIDENT ALIEN

An individual admitted to the United States as a lawful permanent resident. Lawful permanent residents are legally accorded the privilege of residing permanently in the United States. The Green Card (Form I-551) is evidence of employment authorization.

- Acceptable evidence of permanent residency includes the following:
  - Alien Registration Receipt Card I-551 (referred to as a green card).
  - Alien Registration Receipt Card I-551 (Resident Alien Card) that does not have an expiration date on the back (also known as a green card).
  - Alien Registration Receipt Card I-551 (Conditional Resident Alien Card) that has an expiration date on the back, and is accompanied by a copy of the filed INS Form I-751 (petition to remove conditions).
  - Non-expired foreign passport that contains a non-expired stamp (valid for a minimum of three years) reading "Processed for I-551 Temporary Evidence of Lawful Admission for Permanent Residence. Valid until [mm-dd-yy]. Employment Authorized."
- Eligible without guideline restrictions.

1.3.1.3 NON-PERMANENT RESIDENT ALIEN

An individual admitted to the United States as a lawful temporary resident. Lawful non-permanent residents are legally accorded the privilege of residing temporarily in the United States. For MK Lending Corp. programs, sellers must validate the borrower has employment authorization. This may be documented with either an EAD or a VISA permitting employment.

- Borrower Eligibility Requirements:
  - Residing in U.S. for at least 2 years; and
  - Must have been employed in the U.S. for at least 2 years as evidenced on the loan application; and
  - Must have valid Social Security Number(s); and
  - Must have established U.S. credit, see Section 1.5 – Credit.
- ☐ Sellers must monitor USCIS website (www.USCIS.gov) to esure Temporary ProtectedSatus(TPS) associated with the borrower county of origin is still in effect and has not been vacated
  - If the TPS status of the country of origin has been vacated or shortened, the borrower is ineligible
- Employment Status Documentation is required for all borrowers, and may consist of one of the following:
  - Employment Authorization Documents, provide one of the following:
    - Form I-766 Employment Authorization Document (EAD), (work permit/card) is required for US employment if the borrower is not sponsored by a current employer.
      - If the EAD will expire within six (6) months of loan application, it is acceptable to obtain a letter from the employer documenting the borrower's continued employment and continued EAD renewal. The employer on the loan application must be the same as on the unexpired EAD. The EAD documentation is acceptable for up to 540 days if an automatic extension has been granted.
    - Form I-765 Application for Employment Authorization, the form:
      - Must reflect approval status in the Action Block (upper right-hand corner of the form)
    - Form I-797, I-797A, I-797B, or I-797C conveying approval status
      - Petitioner to match employer name on application
  - If EAD is not provided, a copy of the Visa permitting employment authorization needs to be included in the credit file.
    - The following VISA types are acceptable: E-1, E-2, E-3, G-1 through G-5, H-1B, L-1A, L-1B,O-1, R-1.
      - For residents of Canada or Mexico, H-IB status stamped on an expired passport is acceptable documentation
  - Asylum – Individuals granted asylum are eligible, documentation includes one of the following:
    - Form I-766 Employment Authorization Document (EAD), (work permit/card) referencing code C08, or
    - Form I-94 with a stamp or notation, such as "asylum granted indefinitely" or the appropriate provision of law (8 CFR 274a.12(a)(5) or INA 208) to show their employment authorization. The asylee does not need to present a foreign passport with this Form I-94. An asylee can also present an electronic Form I-94 with an admission class of "AY."
  - Deferred Action for Childhood Arrivals (DACA)
    - Form I-766 Employment Authorization Document (EAD), (work permit/card) referencing code C33, or
    - Form I-797 conveying approval status for Case Type I765-Application for Employment Authorization referencing code C33, or
    - Form I-765 Application for Employment Authorization, the form:
      - Must reflect approval status in the Action Block (upper right-hand corner of the form)
- Guideline restrictions:
  - Standard or Alt Documentation limited to 24-months only. Maximum LTV/CLTV limited to 80%.
  - DSCR Documentation (Investment Only): Maximum LTV/CLTV 75%.
  - Non-occupant co-borrowers are not allowed.
  - Gift funds are not allowed.

1.3.2 ITIN

Individual Taxpayer Identification Number (ITIN) borrowers are individuals who do not qualify for a social security number (SSN) but have tax reporting obligations and reside in the U.S. ITINs are a nine-digit number that begin with 9.

Documentation Requirements:

- Copy of unexpired government-issued ID (e.g., passport, Matricula Consular, U.S. State-issued ID)
- Copy of ITIN card or letter from IRS assigning the ITIN number to the borrower.
  - Proof ITIN was assigned to the borrower prior to the application.
  - IRS for W7 is not acceptable evidence if the ITIN letter is not provided, or if the ITIN letter submitted is not legible

1.3.3 FOREIGN NATIONAL

A Foreign National is a non-resident alien who may not purchase property intended for use as a primary residence or second home. Occupancy is limited to investment.

- Foreign Nationals are only eligible under the following matrix:
  - Foreign National (DSCR - Investment properties)

1.3.3.1 Residence Requirements

- Residence in a foreign country
  - Loan application should include the borrower's full legal name, phone number, address including flat, floor, unit or house number, street name, city, province/state along with a postal code.

1.3.3.2 AUTOMATIC PAYMENT AUTHORIZATION (ACH) FORM AND BORROWER CONTACT CONSENT FORM

- Automatic Payment Authorization (ACH) Form is required for all foreign national borrowers. Funds must be from a U.S. Bank. The executed (ACH) enrollment form must be included in the closed loan submission package. The (ACH) enrollment form must include the bank routing number, account number, and account type. Borrowers may select a date within the grace period stated on the Note.
- The Borrower Contact Consent Form is required.

1.3.3.3 FOREIGN NATIONAL PROGRAM SPECIFIC DOCUMENTATION REQUIREMENTS

- The Following are required as evidence the borrower is in the U.S. legally:
  - Copy of the borrowers valid and unexpired passport (including photograph), and
    - Copy of the borrower's valid and unexpired visa (including photograph) OR an I-797 form with valid extension dates and I-94
      - Borrowers from countries participating in he State Department Visa Waiver Program (VWP) are not required to provide a valid visa. Participating countries can be found at https://travel.state.gov/content/travel/en/us-visas/tourism-visit/visa-waiver-program.html The credit file should be documented with a current print- out of the participating countries, with the borrowers county of origin highlighted, or
      - Citizens of Canada traveling to the Unites States do not require a nonimmigrant visa
- If a non-U.S. citizen is borrowing with a U.S. citizen, foreign national documentation requirements do not apply.
- OFAC SDN screening: See Section 1.5.3.2.1 – Individuals for criteria.
- OFAC Sanctioned Countries: See Section 1.5.3.2.2 – Foreign Countries for criteria.
- Florida Purchases: Loans secured by property located in the state of Florida made to foreign principals, persons, and entities are to include one of the following Affidavits published by the Florida Land Title Association:

- Conveyances to Foreign Entities – By Individual Buyer
  - All members signing a Personal Guaranty must sign the affidavit
- Conveyances to Foreign Entities – By Entity Buyer
  - All members signing a Personal Guaranty must sign the affidavit

- Individuals with Diplomatic immunity are not eligible, immunity status is listed on the reverse side of the U.S. issued ID card or at: https://2009-2017.state.gov/s/cpr/rls/dpl//index.htm
- Documents signed by Borrowers outside of the United States must be notarized by a U.S. embassy or consular official. The certificate of acknowledgment must meet the standard notarial requirements and must include the embassy or consular seal. If the U.S. embassy or consular official is unavailable, a notary is acceptable if the country, where signing is taking place, is part of the Hague Convention and the signed documents are accompanied by an Apostille. See the following link to determine if the country is part of the Hague Convention: https://travel.state.gov/content/travel/en/records-and-authentications/authenticate-your-document/apostille-requirements.html
  - Model Apostille forms can be found on the following link: https://www.hcch.net/en/instruments/specialised-sections/apostille
- Power of Attorney (POA) is not allowed.

1.3.3.4 QUALIFYING U.S. CREDIT FOR FOREIGN NATIONAL BORROWERS

- If foreign national borrowers have established U.S. credit, the following apply:
  o Credit report is required, see Section 1.5 - Credit.
- Restrictions when qualifying with U.S. credit:
  - Minimum credit score: 680

1.3.3.5 HOUSING HISTORY – FOREIGN NATIONAL

Housing history is required for the following:

- Subject property refinance transactions (including cash out), see Section 1.5.5 – Housing History.

1.3.3.6 FOREIGN NATIONAL INCOME

- DSCR Income Doc Type – See Section 1.8 – Debt Service Coverage (Investment Property) for DSCR calculation methods.
- See Foreign National matrix for eligibility.

1.3.3.7 FOREIGN NATIONAL ASSETS

1.3.3.7.1 RESERVES

Six (6) months of PITIA reserves are required.

1.3.3.7.2 ASSETS HELD IN FOREIGN ACCOUNTS

Assets held in foreign accounts may be used as a source of funds to close and to meet applicable reserve requirements.

One of the following options may be utilized when documenting funds to close:

- Transferred to a U.S. domiciled account in the borrower's name at least ten (10) days prior to closing unless funds are held in a foreign bank with U.S. branches insured by the FDIC; **or**
- Verified funds for closing to be wired directly to the closing agent prior to or as of the consumption date (Note Date). Wire transfer to include bank name, accountholder name, and account number. Bank used as source of wire transfer must match the bank holding the assets verified in the loan file.

Documentation for assets held in foreign accounts:

- A copy of the most recent statement of that account.
- Assets must be verified in U.S. Dollar equivalency at the current exchange rate via either www.xe.com or the Wall Street Journal conversion table.
- See Section 1.6.2 - Asset Documentation of this guide for eligible sources and types of assets.

Reserves may remain in a foreign bank account or may be documented in a U.S. bank account.

1.3.3.7.3 GIFT FUNDS

Gift funds are not allowed.

1.3.4 NON-OCCUPANT CO-BORROWERS

Non-occupant co-borrowers are not allowed

1.3.5 FIRST TIME HOMEBUYERS (FTHB)

An individual is to be considered a first time homebuyer (FTHB) who is (1) purchasing the security property; and (2) had no ownership interest (sole or joint) in a residential property during the three-year period preceding the application date of the security property. Note: An individual who is a displaced homemaker or single parent also will be considered a first time homebuyer if he or she had no ownership interest in a principal residence (other than a joint ownership interest with a spouse) during the preceding three-year time period.
The following requirements apply to first time homebuyer transactions:

- Primary residence only.
- DTI may not exceed 45%.
- Minimum six (6) months of reserves.
- 12-month rental history, reflecting 0x30, documented per Section 1.5.5 - Housing History.
    - First time homebuyers with less than 12-month rental history:
        - DTI may not exceed 43%.
        - LTV may not exceed 80%.
        - Any available portion of a 12-month housing history must be paid as agreed.

1.3.6 INELIGIBLE BORROWERS

- Irrevocable Trust
- Land Trust
- Blind Trust
- Persons with Diplomatic Immunity, as defined by US Citizenship and Immigration Services
- Persons from OFAC sanctioned countries and persons sanctioned by OFAC
- Not-For-Profit entity
- Any material parties (company or individual) to the transaction listed on HUD's Limited Denial of Participation (LDP) list, the federal General Services Administration (GSA) Excluded Party list, or any other exclusionary list.

1.3.7 TITLE VESTING AND OWNERSHIP

1.3.7.1 VESTING FOR CONSUMER AND BUSINESS PURPOSE LOANS

Ownership may be fee simple or leasehold title. For more information regarding leaseholds, see Section 1.9.7 - Leasehold Properties.

Eligible forms of vesting are:

- Individuals
- Joint tenants
- Tenants in Common
- Inter vivos revocable trust
- Illinois land trusts

Ineligible forms of vesting are:

- Land trusts
- Blind trusts
- Irrevocable trust
- IRAs
- Not-For-Profit entity

1.3.7.1.1 INTER VIVOS REVOCABLE TRUST

Title vesting in an inter vivos revocable trust is permitted when the requirements set forth in this section are followed. The Fannie Mae® requirements should be followed to the extent this section is silent.

An inter vivos revocable trust is a trust that:

- an individual creates during their lifetime;
- becomes effective during its creator's lifetime; and
- can be changed or canceled by its creator at any time, for any reason, during that individual's lifetime

Trust eligibility is not affected if the trust documents contain a provision that the trust will, in the future, become irrevocable upon the death of one of the settlors/trustees.

Trust and Trustee Requirements:

The trust must be established by one or more natural persons, solely or jointly. The primary beneficiary of the trust must be the individual(s) establishing the trust. If the trust is established jointly, there may be more than one primary beneficiary as long as the income or assets of at least one of the individuals establishing the trust will be used to qualify for the mortgage.

The trustee must include either

- the individual establishing the trust (or at least one of the individuals, if two (2) or more); or
- an institutional trustee that customarily performs trust functions in, and is authorized to act as trustee under the laws of, the applicable state.

The trustee must 1) have the power to hold the title and 2) mortgage the security property for the purpose of securing a loan to the individual (or individuals) who are the borrower(s) under the mortgage or note. One or more of the trustees establishing the trust must use personal income and/or assets to qualify for the mortgage.

Documentation Requirements:

- Trust documents are to be obtained as follows:
  - Fully executed and notarized Certificate of Trust
    - Or as applicable under state law
  - If the trust was created under the laws of Louisiana:
    - Trust Extract
  - If allowed by state law, alternative trust documentation may be acceptable
- Trust documents are to verify the following:
  - Trust is revocable
  - Borrower is the trustee and settler of the trust
  - Borrower is the primary beneficiary of the trust, when disclosed
  - Trustee is:
    - Duly qualified under applicable law to serve as trustee

- Fully authorized under the trust documents and applicable law to pledge or otherwise encumber the trust assets

1.3.7.2 VESTING FOR BUSINESS PURPOSE LOANS (INVESTMENT OCCUPANCY)

A Business Purpose Loan where the borrower is an entity is limited to the following structures: Limited Liability Company (LLC), Partnership, and Corporation.

The following requirements apply to all loans vested in an entity:

- Purpose and activities are limited to ownership and management of real property.
- Multi-level entity structures are allowed subject to entity documentation requirements met for all entities.
- Entity must be domiciled in a U.S. State.
- Entity is limited to a maximum of four (4) member(s) or manager(s).
- Personal guaranties must be provided by member(s)/manager(s) representing at least 25% cumulative ownership of the entity. The personal guaranty form is available on the MK Lending Corp. website: https://mklending.com/
- A guarantor must have authority to execute loan documents on behalf of the entity.
- Each Entity member (applicant) providing a Personal Guaranty (full recourse) must complete a FNMA Form 1003 or similar credit application indicating clearly that such document is being provided in the capacity of guarantor. Only the debt appearing on the personal credit report of individual(s) providing a personal guaranty needs to be reflected on the FNMA Form 1003 loan application. The application of each member providing a personal guaranty and their credit score, and creditworthiness will also be used to determine qualification and pricing.
- No Correspondent Seller shall suggest or encourage the formation of an Entity for the purpose of obtaining a mortgage loan. Such structures shall be initiated and arranged by the members of the Entity.

1.3.7.2.1 GUARANTOR(S) DOCUMENTATION

- Loan Application (e.g., FNMA Form 1003 or other application)
  - Completed for each guarantor
  - Section labelled "Title will be held in what Name(s)" should be completed with ***only*** the LLC name
    - Signed as an individual
- Credit report from all guarantors completing an application, see Section 1.5.1 - Credit Reports
- Disclosure Documents
  - Business purpose loan disclosures as applicable (e.g., GFE, TIL, LE, CD, ECOA)
  - Any state or federally required settlement statement as applicable
- Legal Documents
  - Note, Deed of Trust/Mortgage, and all applicable Riders must be executed by the guarantor in their capacity as authorized signer for the entity. See exhibit for Entity Signature Examples
  - Personal Guaranty
    - The guaranty must be full recourse
    - The guaranty must reference the Note and loan amount
    - Members/managers on the application must sign the guaranty as an individual.
    - Personal guaranties from community property states (AK, AZ, ID, LA, NM, TX, WA, WI) must be accompanied with a Spousal Consent to Pledge. See Spousal Consent Form

1.3.7.2.2 ENTITY DOCUMENTATION REQUIREMENTS

Limited Liability Company (LLC)

- Entity articles of organization or partnership (or equivalent)
- Evidence of good standing for the state in which the entity was formed
  - Evidence of good standing not required for new entity (i.e, formed within 120 days of the Note date)
  - For all other entities, a certificate of good standing is required as follows:
    - Certificate of good standing or screen shot from state website
      - The date the document was pulled must be dated within 90 days of the note date
- Entity documents authorizing the guarantor to execute loan documents on behalf of the entity (e.g., Operating Agreement, Certificate of Authorization)
  - If not available, a Borrowing Certificate is required
    - Borrowing Certificate (LLC Borrowing Certificate - Single Member or LLC Borrowing Certificate - Multiple Member)
- Entity documents that include a list of members/managers and ownership percentage (e.g., organization structure)
- EIN/Tax Identification Number
  - Single member LLC may use EIN or the guarantor social security number
  - Multi-member LLCs require an EIN

Corporation

- Filed Certificate/Articles of Incorporation and all amendments (or equivalent)
- By-Laws and all amendments
- Evidence of good standing for the state in which the entity was formed
  - Evidence of good standing not required for new entity (i.e., formed within 90 days of the Note date)
  - For all other entities, a certificate of good standing is required as follows:
    - Certificate of good standing or screen shot from state website
      - The date the document was pulled must be dated within90 days of the Note Date
- EIN/Tax Identification Number
- Borrowing Resolution/Corporate Resolution granting authority of signer to enter loan obligation

Partnership

- Filed Partnership Certificate (if a general partnership, filing with the SOS may not be required)
- Partnership Agreement and all amendments
- Evidence of good standing for the state in which the entity was formed
  - Evidence of good standing not required for new entity (i.e., formed within 90 days of the Note date)
  - For all other entities, a certificate of good standing is required as follows:
    - Certificate of good standing or screen shot from state website
      - The date the document was pulled must be dated within90 days of the Note Date
- EIN/Tax Identification Number
- Limited partner consents (where required by partnership agreement).

Documents must be completed and signed as follows:

- Signed as an individual(s):
  - Loan Application (FNMA Form 1003)
    - Completed for each member of the Entity providing a guaranty.
    - Section labelled "Title will be held in what Name(s)" should be completed with ***only*** the Entity name.
    - Signed by Individuals
  - Personal Guaranty
    - Completed for each member of the Entity providing a guarantee.
    - The guaranty should be executed at loan closing and dated the same date as the Note.

- Personal Guaranties from community property states (AK, AZ, ID, LA, NM, TX, WA, WI) must be accompanied with a Spousal Consent to Pledge. See Spousal Consent Form
- Signed by the authorized signer for the entity:
  - Disclosures (e.g., GFE, TIL, LE, CD, ECOA)
  - Any state or federally required settlement statement as applicable
  - Note, Deed of Trust/Mortgage, and all Riders

1.3.7.3 POWER OF ATTORNEY

A limited Power of Attorney is acceptable when all the following are met:

- It is specific to the transaction;
- It is recorded with the Mortgage/Deed of Trust;
- It contains an expiration date;
- It is used to execute only the final loan documents;
- The Borrower who executed the POA signed the initial FNMA Form 1003;
- An interested party to the transaction (such as seller, broker, loan officer, realtor, etc.) may not act as Power of Attorney.
- Not eligible for cash-out transactions or with Foreign National borrowers.

1.3.8 OCCUPANCY TYPES

- Primary Residence – A primary residence is a property that the borrower occupies as his or her principal residence. May also be referred to as owner-occupied.
- Second Home – A second home is a property occupied by the borrower for some portion of the year. The following criteria applies:
  - Restricted to one-unit dwellings.
  - Must be suitable for year-round occupancy.
  - The borrower must have exclusive control over the property. Cannot be subject to any agreements giving control over occupancy to a management firm, rental pools, or timeshare arrangement.
- Investment Property – An investment property is owned but not occupied by the borrower.

1.3.9 BORROWER STATEMENT OF OCCUPANCY

The borrower must acknowledge the intended occupancy of the subject property ("Primary Residence", "Second Home", or "Investment") by completing and signing the appropriate sections of the "Occupancy Certification" found in the Occupancy Certification of this guide.

1.3.10 BORROWER STATEMENT OF BUSINESS PURPOSE

All business purpose transactions require the borrower to acknowledge the loan is a business purpose loan by completing and signing the appropriate sections of the Borrower Certification of Business Purpose form in this guide. MK Lending Corp. reserves the right to decline any loan that may indicate the property is not intended exclusively for investment purposes.

Common occupancy red flags include, but are not limited to:

- Subject property value significantly exceeds the value of the borrower's primary residence.
- The borrower is a first time homebuyer and currently living rent free or renting his/her primary residence.
- Subject property could reasonably function as a second home.
- Borrower documents show subject property as current residence.

1.4 TRANSACTION TYPES

1.4.1 ELIGIBLE TRANSACTIONS

1.4.1.1 PURCHASE

- Proceeds from the transaction are used to finance the acquisition of the subject property.
- LTV/CLTV is based upon the lesser of the sales price or appraised value.
- Arm's Length For-Sale-By-Owner (FSBO) transactions allowed.
    - If Non-Arm's Length, see Section 1.4.3 – Non-Arm's Length Transactions.
- Ensure the transaction is compliant with the Higher Priced Mortgage Loan appraisal rule. See Section 1.9.2.1.1- TILA Higher Priced Mortgage Loans Appraisal Rule (Property Flips) for details.
- The loan file must include a fully executed agreement (purchase contract) of sale and counteroffer (if applicable) reflecting the following:
    - The purchase contract cannot be expired.
    - Borrower as the purchaser of the property.
        - Business purpose loans may reflect the Guarantor or Entity name, see Section 1.3.6.2 – Vesting for Business Purpose Loans
    - Seller as the vested owner on title.
    - Correct sales price.
    - Amount of down payment.
    - Closing dates.
    - Concessions and seller contributions.
- Buyer's Real Estate Agent Commission - In response to the NAR Settlement, the following apply:
    - Commission paid by the property buyer: Considered a closing cost.
        - Source of funds must be documented in assets.
        - If borrowed or financed, the monthly payment must be included in the debt-to-income ratio.
    - Commission paid by the property seller:
        - Not considered an interested party contribution if seller agrees to pay according to the negotiated terms of the purchase contract.

1.4.1.2 RATE/TERM REFINANCE

At least one borrower must have ownership interest (vested on title) in the subject property at the time of the initial application

Proceeds from the transaction are used to:

- Pay off an existing first mortgage loan and any subordinate loan used to acquire the property.
- Pay off any subordinate loan not used in the acquisition of the subject property, provided one of the following apply:
    - Closed-end loan, at least 12-months of seasoning has occurred.
    - HELOC, at least 12-months of seasoning has occurred, and total draws over the past 12-months are less than $2,000.
- Buy out a co-owner pursuant to an agreement.
- Pay off an installment land contract executed more than 12-months from the loan application date.

Other considerations:

- Cash back in an amount not to exceed the lesser of 2% of the new loan amount or $5,000 can be included in the transaction.
- If the subject property was acquired greater than six (6) months, as measured from the property acquisition date (Note date) to the subject transaction Note date, the appraised value will be used to determine LTV/CLTV.
- If the subject property was acquired less than or equal to six (6) months, as measured from the property acquisition date (Note date) to the subject transaction Note date, the lesser of the current appraisal value or previous purchase price plus documented improvements (if any) will be used to determine LTV/CLTV. The purchase settlement statement and any invoices for materials/labor will be required.
- Refinance of a previous loan that provided cash out, as measured from the previous Note date to the new Note date, and is seasoned less than 12-months, will be considered a cash out refinance.
- The transaction must be treated as cash-out when the subject property is encumbered by one of the following:
    - Blanket/ Cross- Collateralized loan, or
    - Loan that allows for Paid in Kind (PIK) interest

1.4.1.3 CASH-OUT

A refinance that does not meet the definition of a rate/term transaction is considered cash-out. See Loan/LTV Matrices for maximum cash-out amounts and restrictions.

- Cash-Out Seasoning is defined as the length of time the subject property has been owned by the borrower, as measured by the property acquisition date (Note date) to the subject transaction Note date.
    - Minimum borrower seasoning requirement of six (6) months is required.
    - Less than six (6) months seasoning is allowed, the current appraised value may be used, with one of the following documented circumstances:
        - Borrower acquired the subject property through an inheritance, or
        - Subject property was legally awarded the property through divorce, separation, or dissolution of a domestic partnership.
- Property Value Determination
    - For properties owned 12-months or longer: LTV/CLTV is based upon the appraised value.
    - For properties owned greater than 6 months but less than 12-months: LTV/CLTV is limited to the lower of the current appraised value or the property's purchase price plus documented improvements.
    - For properties owned less than 6 months, see Section 1.4.1.4 – Delayed Financing for eligibility.
- A mortgage secured by a property currently owned free and clear is considered cash-out.
- The payoff of delinquent real estate taxes (60 days or more past due) is considered cash-out.
- If the cash-out is for personal, family, or household use, the loan must also meet all applicable federal and state requirements of a consumer loan transaction even if the borrower is a company or the loan was initially intended for business purposes, including but not limited to the requirements of the Truth in Lending Act (15 U.S.C. § 1601 et seq.), Real Estate Settlement Procedures Act (12 U.S.C. § 2601 et seq.), Gramm-Leach Bliley Act (15 U.S.C. §§ 6802-6809), Secure and Fair Enforcement Mortgage Licensing Act (12 U.S.C. § 5601 et seq.) and Homeowners Protection Act (12 U.S.C. § 4901 et seq.).
- Cash-out eligible to satisfy the reserve requirements.
- Loans not eligible for cash-out:
    - Primary Residence or Second Home properties listed for sale in the past six (6) months.
    - Investment properties listed for sale in the past six (6) months.
        - Cash-out eligible with a minimum three (3) year prepay penalty, per requirements in Section 1.4.7 - Prepayment Penalty.
    - There has been a prior cash-out transaction within the past six (6) months
    - Payoff of a Land Contract/Contract for Deed.
    - Non-Owner Occupied investment property transactions (Investor DSCR) when proceeds from the loan transaction are used for consumer purpose, i.e., payoff personal debt, personal tax lien(s), personal judgments, personal collection, or lines of credit secured by the subject property.
    - Loans with Power of Attorney.

1.4.1.4 DELAYED FINANCING

- Delayed purchase financing is eligible when a property was purchased by a borrower for cash within 180 days of the loan application.
    - The transaction is considered cash out refinance for pricing and eligibility. Cash-in-hand limits do not apply except for Foreign Nationals.
        - Foreign Nationals are subject to max cash-in-hand limits per the Foreign National matrix.
    - The original purchase transaction was an arms-length transaction.
    - The source of funds for the purchase transaction are documented (such as bank statements, personal loan documents, or a HELOC on another property).
    - The maximum LTV/CLTV ratio for the transaction is based upon the lower of the current appraised value or the property's purchase price plus documented improvements.
    - The preliminary title search or report must confirm that there are no existing liens on the subject property
    - The new loan amount can be no more than the actual documented amount of the borrower's initial investment subject to the maximum LTV/CLTV for cash-out transactions.

1.4.2 LISTING SEASONING

Primary/Second Home:

- For all refinances, value will be based on lesser of lowest list price in prior 12 months or appraised value
- For cash out refinances, properties previously listed for sale must be seasoned at least six (6) months from the listing contract expiration date to the loan application date.

Investment Properties:

- For all refinances, value will be based on lesser of lowest list price in prior 12 months or appraised value
- For cash out refinances, a listing expiration of less than six (6) months is permitted with a minimum prepayment penalty of three (3) years, see Section 1.4.7 - Prepayment Penalty. If a property is listed for sale, the listing must be cancelled prior to the note date.

1.4.3 NON-ARM'S LENGTH TRANSACTIONS

1.4.3.1 NON-ARM'S LENGTH TRANSACTION

Non-arm's length transactions are purchase transactions in which there is a relationship or business affiliation between the seller and the buyer of the property. Examples of non-arm's length transactions include family sales, property in an estate, employer/employee sales, and flip transactions.

When the property seller is a corporation, partnership, or any other business entity, it must be ensured that the borrower is not an owner of the business entity selling the property.

A non-arm's length transaction is not intended to bail out a family member who has had difficulties making their mortgage payment. A thorough review of the title report in these cases is required, as well as the payment history pattern (verification of the Seller's mortgage [VOM]).

1.4.3.2 NON-ARM'S LENGTH TRANSACTION RESTRICTIONS

- Renter(s) purchasing from landlord.
    - 12-months of cancelled checks to prove timely payments are required.
    - A verification of rent (VOR) is not acceptable.
- Purchase between family members.

- Gift of Equity requires a gift letter, and the equity gift credit is to be shown on the CD.
  - Must provide a 12- month mortgage history on the existing mortgage securing the subject property, confirming the Family Sale is not a foreclosure bailout.
- Borrower to provide verification of earnest money deposit.
- Maximum LTV/CLTV of 80%.
- Employer to employee sales or transfers are not allowed (e.g., newly constructed properties).
- Property trades between buyer and Seller are not allowed.
- Commission earned by buyer/borrower cannot be used for down payment or monthly PITIA reserves.

1.4.4 INTERESTED PARTY CONTRIBUTIONS (SELLER CONCESSIONS)

Primary and Second Home

- Maximum contribution:
  - 6% for LTVs > 75%
  - 9% for LTV ≤ 75%

Investment

- May not exceed 6%

All Interested Party Contributions must be properly disclosed in the sales contract, appraisal, loan estimate and closing disclosure and be compliant with applicable federal, state, and local law.

Interested party contributions include funds contributed by the property seller, builder, real estate agent/broker, mortgage lender, or their affiliates, or any other party with an interest in the real estate transaction. A borrower participating in the transaction (i.e., borrower acting as their own agent) may contribute funds (i.e., commission) up to the maximum contribution limits referenced above.

Interested party contributions may only be used for closing costs and prepaid expenses (Financing Concessions) and may never be applied to any portion of the down payment or contributed to the borrower's financial reserve requirements. If an Interested Party Contribution is present, both the appraised value and sales price must be reduced by the concession amount that exceeds the limits referenced above.

1.4.5 ESCROWS – IMPOUND ACCOUNTS

Escrow accounts must be established by the seller, originator, or servicer to hold funds allocated for the payment of a borrower's property taxes and insurance as they are received each month in accordance with the borrower's mortgage documents and until such time as they are disbursed to pay the related bills.

- **Loans require an escrow account for property taxes, hazard insurance, and flood insurance (if applicable).**

1.4.6 SECONDARY FINANCING

- Private-party secondary financing not allowed
- Secondary financing must be subordinated and included in CLTV
- HELOC CLTV must be calculated at the maximum available line amount unless the borrower can provide documentation showing the line of credit is past its draw period

1.4.7 PREPAYMENT PENALTY

Investment Property Only

Where permitted by applicable laws and regulations on an investment property, a prepayment charge may be assessed in the period between one (1) and five (5) years following the execution date of the Note. The following prepayment structures may be used:

- Six (6) months of interest – The prepayment charge will be equal to six (6) months of interest on the amount of the prepayment that exceeds 20% of the original principal balance. The charge applies to loans that pay off due to sale or refinance, or curtailments that exceed 20% of the original principal balance in a given 12-month time period. (Only eligible under 1yr prime, Alt Doc Prime, P&L Prime.)
- A fixed percentage of no less than 5% - The prepayment charge will be equal to a fixed percentage and applied to any curtailment or the entire outstanding principal balance during the prepay period. The charge applies to loans that pay off due to sale or refinance. (Only eligible under DSCR and DSCR Multi)

See rate sheet for further detail. The prepayment penalty can be disclosed within the body of the Note or in a separate rider.

The following state restrictions apply:

- Prepayment penalties are not allowed in MD
  - Restrictions do not apply to DSCR Multi properties.
- Prepayment penalties are not allowed on loans vested to individuals in NJ.

1.5 CREDIT

1.5.1 CREDIT REPORTS

A credit report is required for each individual borrower, including any member of an entity providing a personal guaranty. The credit report should provide merged credit data from the three major credit repositories: Experian, TransUnion, and Equifax. Either a three-bureau merged report, or a Residential Mortgage Credit Report is required.

The credit report used to evaluate a loan may not reflect a security freeze. If the borrower(s) unfreeze credit after the date of the original credit report, a new tri-merged report must be obtained to reflect current and updated information from all repositories.

1.5.2 GAP CREDIT / UNDISCLOSED DEBT

A gap credit report or Undisclosed Debt Monitoring (UDM) report is required no more than 10- days prior to loan closing or any time after closing.

- Any new tradeline with a balance must be included in determining the DTI ratio.

1.5.3 FRAUD REPORT AND OFAC SEARCH

1.5.3.1 FRAUD REPORT

Data integrity is crucial to quality loan file delivery and mitigation of fraud risk. All parties involved in the transaction must be included in the fraud report performed by an automated fraud and data check vendor solution.

Requirements:

- Transaction participants must be included in the fraud report as follows: Borrowers/Guarantors, Property Sellers, Settlement Agents
  - Only member(s)/manager(s) of an entity providing a guaranty are required to be included in the fraud report
- An industry recognized fraud and data vendor must be used (i.e., Fraud Guard, CoreLogic, DataVerify, TransUnion TLOxp, LexisNexis: SmartLinx, Instant ID, or other industry recognized fraud and data vendor)

- A copy of the findings report from the vendor must be provided in the loan file with all "high" alerts, or "red flags" addressed and/or cleared by the seller.
  - Sellers may clear "high" alerts or "red flags" directly through the vendor solution or with a signed attestation. The attestation must address each "high" alert, or "red flag" noted in the fraud report. MK Lending Corp. may request additional documentation to address high fraud risk.

- Fraud Reports for loans secured by multiple properties (Cross Collateral) do not need to reference every property, all other requirements apply.
- Fraud Reports must include the following exclusionary lists:
  - HUD's Limited Denial Participation (LDP)
  - HUD's General Services Administration (GSA)
  - Federal Housing Finance Agency (FHFA) Suspended Counterparty Program
  - Freddie Max Exclusionary List

1.5.3.2 OFAC SEARCH

The Office of Foreign Assets Control (OFAC) of the US Department of Treasury administers and enforces economic and trade sanctions based on US foreign policy and national security goals against individuals and foreign countries. A clear OFAC search for individuals and foreign countries is required.

1.5.3.2.1 INDIVIDUALS

Individuals identified on OFAC's SDN list are not eligible. All individuals involved in the transaction must be screened through exclusionary lists and must be cleared through OFAC's SDN list, regardless of citizenship status.

Requirements:

- A search of Specially Designated Nationals & Blocked Persons list must be completed via the US Department of Treasury: http://sanctionssearch.ofac.treas.gov.
- Individuals to be included in the OFAC search: Borrowers/Guarantors, Property Sellers, Settlement Agents.
- When the borrower is an entity, Guarantor(s) and all member(s)/manager(s) of the entity must be included in the OFAC search.

1.5.3.2.2 FOREIGN COUNTRIES

Borrower(s)/Guarantor(s) from OFAC sanctioned countries are not eligible. The Borrower(s)/Guarantor(s) are defined as individuals signing the loan application.

Requirements:

- Borrowers/Guarantors who are Foreign Nationals must be screened against the OFAC sanctioned countries list. Search to be completed via the US Department of Treasury Office of Foreign Asset Control: http://www.treasury.gov/resource-center/sanctions/Programs/Pages/Programs.aspx.
  - Not applicable for Non-Permanent Resident Aliens and Permanent Resident Aliens.
- If the borrower is an entity, member(s)/manager(s) who are not Guarantors do not have to be screened against the OFAC sanctioned country list.

1.5.4 CREDIT INQUIRIES

Credit inquiries listed on the report within 90 days of the report date must be addressed by the borrower with a letter of explanation. If no credit was extended, borrower must state the purpose of the inquiry. If new credit was extended, borrowers must provide documentation on the current balance and payment. New payment terms are to be included in the DTI ratio. DSCR is excluded from addressing credit inquiries.

1.5.5 HOUSING HISTORY

- Housing payment history is required for all Real Estate Owned (REO) evidencing the payment activity for the most recent 12-months.
  - For refinances, most recent 12-month housing payment is required for all mortgages secured against the subject property
  - All payment history will be used for program eligibility, see applicable program matrix for housing history requirements.
  - Housing payments must be paid current as of 45 days of the loan application date
  - Any REO listed on the application owned free & clear requires a Property Profile Report or similar document
    - Property taxes, all insurance, and homeowner's association dues (if applicable) are to be verified and included in DTI
  - Borrower(s) who sold a primary residence within the past six (6) months, currently residing rent-free, and purchasing a new primary residence are allowed. 12-month mortgage history is required on previous primary residence.
  - Less than 12-month history or residing rent-free allowed with the following restrictions:
    - DTI may not exceed 43%.
    - LTV may not exceed 80%.
    - Any available portion of a 12-month housing history must be paid as agreed.
  - Borrowers who are currently renting a residence, a most recent 12-month rental history is required reflecting paid as agreed.
  - If income is being used from a non-subject REO, a housing history is required.
    - Applies to properties vested to an individual or entity.
    - Mortgage liability must be factored in to the net rental income used for qualification.
  - DSCR transactions have separate housing history requirements, see Section 1.8.2.3 - Housing History DSCR.

1.5.5.1 MORTGAGE VERIFICATION

The seller must review mortgage history documentation to determine the payment status of all mortgage accounts. Rolling late payments are not considered a single event. Each occurrence of a contractual delinquency is considered individually for loan eligibility.

1.5.5.1.1 MORTGAGE(S) REPORTING ON CREDIT REPORT

The seller must review the credit report to determine the payment status of all reported mortgage accounts for the previous 12-months.
If a complete 12-month mortgage history is not reported on the credit report, the seller must use one of the following to complete the borrower's payment history:

- Credit supplement; or
- Verification of Mortgage form (VOM) completed by the creditor/servicer; or
- Loan payment history from the creditor/servicer; or
- Borrower's proof of payment (e.g., cancelled check, ACH payment, bank transfer, etc.)

For DSCR transactions, any mortgage appearing on the credit report will be included in the housing history eligibility.

1.5.5.1.2 MORTGAGE(S) NOT REPORTING ON CREDIT REPORT

The seller must review documentation for the previous 12-months to determine the payment status of all mortgage accounts not reporting on the credit report.
12-months mortgage payment history is to be documented, as follows:

- Mortgage statement or Note for the review period to verify monthly payment amount, **and**
- Proof of payments through one of the following:
  - ☐ 12-months cancelled checks, ACH payment, bank transfer/wire, or electronic payment method from the borrower

- Payments made in cash are not eligible, **or**
- ☐ 12-months mortgage statements for the review period, **or**
- ☐ 12-months loan payment history from the creditor/servicer
  - Proof of borrower's payment for the most recent 6-months is required, **or**
- ☐ 12-months Verification of Mortgage form (VOM) completed by the creditor/servicer
  - Proof of borrower's payment for the most recent 6-months is required
- ☐ Credit Supplement
  - Proof of borrower's payment for the most recent 6-months is required

If subject transaction is a refinance, mortgage payoff statement is required from the creditor/servicer:

- Payoff statement that reflects late fees, deferred balance, or delinquent interest greater than 30 days are subject to housing history and/or credit event criteria. Transaction is to be considered cashout.

For DSCR transactions, mortgages not appearing on the credit report other than the primary residence or subject property, can be excluded from determining housing history eligibility.

1.5.5.2 BALLOON NOTES WITH MATURITY DEFAULT

- Notes with a balloon feature with an expired maturity date exceeding 30 days require an extension to avoid being counted as delinquent (e.g., delinquent 31 days is 1x30 late, delinquent 61 days is 1x60 late, etc).

1.5.5.3 RENTAL VERIFICATION

A 12-month rental history is required for all MK Lending Corp. programs when the borrower is renting their current primary residence. The following documents are required:

- A verification of rent (VOR):
  - ☐ A third-party VOR is required for any file when the borrower is currently renting.
  - ☐ Any VOR completed by a private party, or any non-institutional landlord must be supported by alternative documentation showing the most recent 6-month history (cancelled checks, rental statements including payment history, etc.).

1.5.5.4 DEPARTURE RESIDENCE

- If the borrower's current principal residence is pending sale but the transaction will not close prior to the subject transaction, the current PITIA and proposed PITIA must be used in qualifying the borrower. The current PITIA may be excluded provided the credit file is documented with the following:
  - ☐ The executed sales contract for the current residence, and
  - ☐ Confirmation that any financing contingencies have been cleared.
- If the borrower plans to convert their departure residence to a rental property, the current PITIA and proposed PITIA must be used in qualifying the borrower. The current PITIA may be offset using 75% of the lower of actual or market rent. The rental income must be documented with all the following:
  - ☐ Market Rent Analysis, Single Family Comparable Rent Schedule (FNMA Form 1007).
  - ☐ Copy of a current lease.
  - ☐ Evidence of proof of receipt of damage deposit and first month's rent.

1.5.6 CONSUMER CREDIT

1.5.6.1 INSTALLMENT DEBT

Installment debt is a monthly obligation with fixed payments and terms. Payments on installments must be included in the borrower's debt-to-income (DTI) ratio.

Payments can be excluded if there are 10 or fewer monthly payments remaining to pay the debt in full. If the payment is substantial and exceeds 5% of the borrower's qualifying income, the overall transaction should be reviewed to ensure the remaining payments will not impact the borrower's ability to handle the new mortgage payment.

Installment debt paid in full or prior to closing can be excluded from the debt-to-income ratio. Supporting documentation, such as a credit supplement or direct verification from the creditor, must be obtained as evidence the debt has been paid in full.

1.5.6.2 LEASE PAYMENTS

Lease payments must be considered as recurring monthly debt obligations and included in DTI ratio calculation. This is regardless of the number of months remaining on the lease. This is because the expiration of a lease agreement for rental housing or an automobile typically leads to either a new lease agreement, the buyout of the existing lease, or the purchase of a new vehicle or house.

1.5.6.3 STUDENT LOANS

If a monthly student loan payment is provided on the credit report, the Seller may use that amount for qualifying purposes. If the credit report does not reflect the correct monthly payment, the Seller may use the monthly payment that is on the student loan documentation (the most recent student loan statement) to qualify the borrower. If the credit report does not provide a monthly payment for the student loan, or if the credit report shows $0 as the monthly payment, the Seller must determine the qualifying monthly payment. For deferred loans or loans in forbearance, the Seller may calculate:

- a payment equal to 1% of the outstanding balance (even if this amount is lower than the actualfully amortizing payment), or
- a fully amortizing payment using the documented loan repayment terms.

1.5.6.4 DEFERRED INSTALLMENT DEBT

Deferred installment debts must be included as part of the borrower's recurring monthly debt obligations. For deferred installment debts other than student loans, if the borrower's credit report does not indicate the monthly amount that will be payable at the end of the deferment period, the Seller must obtain copies of the borrower's payment letters or forbearance agreements so that a monthly payment amount can be determined and used in calculating the borrower's total monthly obligations.

1.5.6.5 REVOLVING DEBT

Revolving debt is open-ended debt in which the principal balance may vary from month to month. The minimum required payment, as stated on the credit report or current account statement, should be used to calculate the debt-to-income ratio. If no payment is stated on the credit report, the greater of $10 or 5% of the current balance should be included in the DTI ratio calculation. Revolving accounts can be paid off prior to or at closing in order to exclude the payment from the debt ratio. Supporting documentation, such as a credit supplement or direct verification from the creditor, must be obtained as evidence the debt has been paid in full.

Equity lines of credit secured by real estate should be included in the housing expense. If the credit report does not show a minimum payment amount, the Seller must use 5% of the outstanding balance to be included in the DTI ratio calculation.

Any non-mortgage account can be no more than 30 days delinquent at time of application, except for DSCR transactions. Any delinquent account must either be brought current or paid off at closing, except for DSCR transactions.

1.5.6.6 AUTHORIZED USER ACCOUNTS

Authorized user accounts can be excluded from the debt-to-income ratio.

1.5.6.7 OPEN 30-DAY CHARGE ACCOUNTS

For open 30-day charge accounts that do not reflect a monthly payment on the credit report, or 30-day accounts that reflect a monthly payment that is identical to the account balance, sellers must verify borrower funds to cover the account balance. The verified funds must be in addition to any funds required for closing costs and reserves.

1.5.6.8 SOLAR PANELS

Installment debt from financed or leased payments associated with solar panels are to be included in the debt-to-income ratio. See Section 1.10– Solar Panels for additional criteria.

1.5.6.9 TIMESHARES

Timeshare obligations will be treated as a consumer installment loan.

1.5.6.10 BUSINESS DEBT

A business debt is a financial obligation of a business but may also be the responsibility of the business owner, making that person also liable for the debt. If the debt is reflected on the borrower's personal credit report, the borrower is personally liable for the debt, and it must be included in the debt-to-income ratio. When a self-employed borrower claims that a monthly obligation that appears on his or her personal credit report (such as a Small Business Administration loan) is being paid by the borrower's business, the seller must confirm that it verified that the obligation was actually paid out of company funds to exclude the debt.
Any of the following supporting documentation can be included in the credit file to exclude business debt:

- Most recent six (6) months of cancelled checks, ACH payment, or transferred draw against the business account
- Tax returns reflecting the business expense deduction
- Business bank account statement showing assets remaining after funds to close and reserve requirements are deducted, with a balance greater than or equal to the balance of the debt.

If the debt is less than six (6) months old, the payment must be included in the DTI ratio.

1.5.6.11 CONTINGENT LIABILITY ON COSIGNED OBLIGATIONS (DEBT PAID BY OTHERS)

Contingent liability applies, and the debt must be included in the underwriting analysis, if an individual applying for a mortgage is a cosigner/co-obligor on:

- Car loan
- Student loan
- Mortgage
- Any other obligation

If the Seller obtains proof that the borrower is not the party who is repaying the debt, the Seller may exclude the debt. In order to exclude debts from the borrower's DTI ratio, the Seller must obtain the most recent 12-months canceled checks (or bank statements) from the other party making the payments that document a 12-month payment history with no delinquent payments.

1.5.6.12 COURT-ORDERED ASSIGNMENT OF DEBT

When a borrower has outstanding debt what was assigned to another party by court order (such as under a divorce decree or separation agreement) and the creditor does not release the borrower from liability, the borrower has a continent liability. The seller is not required to count this contingent liability as part of the borrower's recurring monthly debt obligations.
The seller is not required to evaluate the payment history for the assigned debt after the effective date of the assignment. The seller cannot disregard the borrower's payment history for the debt before its assignment.

1.5.6.13 LOANS SECURED BY FINANCIAL ASSETS

When a borrower uses his or her financial assets—life insurance policies, 401(k) accounts, individual retirement accounts, certificates of deposit, stocks, bonds, etc.—as security for a loan, the borrower has a contingent liability.

The seller is not required to include this contingent liability as part of the borrower's recurring monthly debt obligations provided the seller obtains a copy of the applicable loan instrument that shows the borrower's financial asset as collateral for the loan. If the borrower intends to use the same asset to satisfy financial reserve requirements, the seller must reduce the value of the asset (the account balance, in most cases) by the proceeds from the secured loan and any related fees to determine whether the borrower has sufficient reserves.
Payment on any debt secured by virtual currency is an exception to the above policy and must be included when calculating the debt-to-income ratio.

1.5.6.14 CONSUMER CREDIT CHARGE-OFFS AND COLLECTIONS

Delinquent credit, such as charge-offs of non-mortgage accounts and collections, have the potential to affect loan position or diminish borrower equity.

- Individual collection and non-mortgage charge-off accounts equal to or greater than $250, and accounts that total more than $2,000, must be paid in full prior to or at closing. See below for exceptions:
  - ☐ Medical collections may remain open.
  - ☐ A second mortgage or junior lien that has been charged off is subject to foreclosure seasoning periods for grade determination, based on the charge-off date.
  - ☐ Collections and charge-offs that have expired under the state statute of limitations on debts may be excluded from the DTI calculation. Evidence of expiration must be documented.
  - ☐ For DSCR transactions, charge-offs and collections can be ignored unless they are title impacted.

Charge-offs and collections not excluded by the above bullet points must be paid or may stay open if using one or a combination of both of the following:

- Payments for open charge-offs or collections are included in the DTI (subject to program DTI restrictions).If the payment amount is not known, 5% of the balance may be used as the payment.
- Reserves are sufficient to cover the balance of the charge-offs or collections and meet reserve requirements.

1.5.6.15 CONSUMER CREDIT COUNSELING SERVICES

Borrower enrollment in Consumer Credit Counseling Services (CCCS) is allowed when a minimum of 12-months have elapsed on the plan, and evidence of timely payments for the most recent 12-months is provided. The CCCS Administrator must also provide a letter allowing the borrower to seek financing on a new home while enrolled in the plan. A monthly CCCS plan payment must be included in the DTI calculation.

1.5.6.16 JUDGMENT OR LIENS

All open judgments, garnishments, and all outstanding liens must be paid off prior to or at loan closing.

1.5.6.17 INCOME TAX LIENS

All tax liens (federal, state, and local) must be paid off prior to or at loan closing unless the requirements listed below are met:

- There is no indication that a Notice of Federal or State Tax Lien has been filed against the borrower in the country in which the subject property is located
- The file must contain a copy of the approved IRS installment agreement with the terms of repayment, including the monthly payment amount and total amount due (Only one plan allowed).
- A minimum of two (2) payments have been made under the plan with all payments made on time and the account is current. Acceptable evidence includes the most recent payment reminder from the IRS, reflecting

the last payment amount and date and the next payment amount owed and due date.
- The maximum payment required under the plan is included in the DTI calculation.

1.5.6.18 DISPUTED TRADELINES

- Revolving account: See Section 1.5.6.5 - Revolving Debt
- Installment account: See Section 1.5.6.1 - Installment Debt
- Mortgage account: Housing history restrictions apply, see Section 1.5.5 – Housing History
- Collection/charge-off account: See Section 1.5.6.13 - Consumer Credit Charge-Offs and Collections

1.5.7 BANKRUPTCY HISTORY

Recent bankruptcies are not allowed. All bankruptcies must be settled a minimum of twelve (12) months. Specific programs may have longer periods, see Product Matrices for details. Evidence of bankruptcy resolution is required. The length of time is measured from the discharge/dismissal date to the Note date.

1.5.8 FORECLOSURE / DEED-IN-LIEU / SHORT SALE / PREFORECLOSURE / MORTGAGE CHARGE-OFF

Must be completed a minimum of twelve (12) months. Specific programs may have longer periods, see Product Matrices for details. The length of time is measured from the settlement date to the Note date. In the case of a foreclosure which was included in a bankruptcy, the seasoning timeline will start from the earlier of the date of discharge of bankruptcy and the foreclosure completion date.

The following events are considered the same as a foreclosure for loan eligibility:
- Deed-In-Lieu of foreclosure: Transaction in which the deed to the real property is transferred back to the servicer. These are typically identified on the credit report through Remarks Codes such as "Forfeit deed- in-lieu of foreclosure."
- Short Sale or Preforeclosure Sale: Sale of a property in lieu of a foreclosure resulting in a payoff of less than the total amount owed, which was pre-approved by the servicer. These are typically identified on the credit report through Remarks Codes such as "Settled for less than full balance."
- Charge-off of a Mortgage Account: Occurs when a creditor has determined that there is minimal likelihood that the mortgage debt will be collected. A charge-off is typically reported after an account reaches a certain delinquency status and may be identified on the credit report with a manner of payment (MOP) code of "9."

1.5.9 NOTICE OF DEFAULT

Notice of Default will be considered a 1x90x12 under housing history restrictions.
- If the borrower cured the default and has made 12 timely payments, they are eligible without any restrictions.

1.5.10 FORBEARANCE, MODIFICATION, OR DEFERRALS

Forbearances, modifications, and deferrals are considered under housing payment history as outlined below:

Greater than 12-months from Note Date:
- Forbearance, loan modifications, or deferrals completed or reinstated greater than 12-months from the Note date of the subject transaction may be eligible subject to housing history requirements for the
- selected program.

Within 12-months of Note Date:

- Forbearance, loan modifications, or deferrals completed or reinstated within 12-months of the Note date of the subject transaction are not eligible

1.5.11 CREDIT SCORE

Loan eligibility is based upon the representative credit score, also referred to as the decision credit score. A valid decision credit score requires at least one (1) borrower to have a minimum of two (2) credit scores. To determine a borrower(s) credit score, use the lower of two (2) or middle of three (3) credit scores.

1.5.12 TRADELINES

1.5.12.1 STANDARD TRADELINES

1Yr Income Prime/P&L Prime, Alt Doc Prime, ITIN Prime: If the primary borrower has three (3) credit scores, the minimum tradeline requirement is waived. For loans when the primary borrower has less than three credit scores, each borrower must meet the minimum tradeline requirements, unless the co-borrower is the spouse of the borrower. In that case, only one spouse is required to meet the minimum tradeline requirements outlined below.
DSCR: For each borrower who has three (3) credit scores, the minimum tradeline requirement is waived (all borrowers must be evaluated individually). Each borrower with less than three (3) credit scores must meet the minimum tradeline requirements outlined below.
Foreign National DSCR With U.S. Credit: For each borrower who has three (3) credit scores, the minimum tradeline requirement is waived (all borrowers must be evaluated individually). Each borrower with less than three (3) credit scores must meet the minimum tradeline requirements outlined below.
The minimum tradeline requirements are as follows:

- At least three (3) tradelines reporting for a minimum of 12-months, with activity in the last 12-months, or
- At least two (2) tradelines reporting for a minimum of 24-months, with activity in the last 12-months.

Borrowers who do not meet one of the above tradeline requirements, but have a minimum of two credit scores, can alternatively satisfy the tradeline requirement by meeting the requirements below:

- No fewer than eight (8) tradelines are reporting, one (1) of which must be a mortgage or a rental history.
- At least one (1) tradeline has been open and reporting for a minimum of twelve (12) months.
- The borrower has an established credit history of at least eight (8) years.
- Tradelines with recent serious adverse history are not acceptable.
- Student loans can be counted in credit depth as long as they are in repayment and not being deferred.

The following are not acceptable to be counted as tradelines:

- "Non-traditional" credit as defined by Fannie Mae®
- Self-reported tradeline
- Any liabilities in deferment status
- Accounts discharged through bankruptcy
- Authorized user accounts
- Charge-offs
- Collection accounts
- Foreclosures
- Deed-in-lieu of foreclosure
- Short sales
- Pre-foreclosure sales

1.5.13 OBLIGATIONS NOT APPEARING ON CREDIT REPORT

1.5.13.1 HOUSING AND MORTGAGE-RELATED OBLIGATIONS

Housing and mortgage-related obligations include property taxes, insurance premiums, and similar charges that are required by the creditor (i.e., mortgage insurance), ground rent, and leasehold payments. All properties owned by the borrower must be fully documented in this regard on the Schedule of Real Estate Owned (REO) section of the FNMA Form 1003 loan application. These obligations must be verified (subject to the program criteria) using reasonably reliable records such as taxing authority or local government records, homeowner's association billing statements, or information obtained from a valid and legally executed contract.

1.5.13.2 CURRENT DEBT OBLIGATIONS, ALIMONY, AND CHILD SUPPORT

A Seller may use a credit report to verify a borrower's current debt obligations, unless the Seller has reason to know that the information on the report is inaccurate or disputed. Obligations that do not appear on the credit report, such as alimony and child support, must be documented through other methods according to Fannie Mae® guidelines.

When the borrower is required to pay alimony, child support, or separate maintenance payments under a divorce decree, separation agreement, or any other written legal agreement - and those payments must continue to be made for more than 10 months - the payments must be considered as part of the borrower's recurring monthly debt obligations. However, voluntary payments do not need to be taken into consideration and an exception is allowed for alimony. For alimony obligations, the Seller has the option to reduce the qualifying income by the amount of the alimony obligation in lieu of including it as a monthly payment in the calculation of the DTI ratio. If the Seller exercises this option, a copy of the divorce decree, separation agreement, court order, or equivalent documentation confirming the amount of the obligation must be obtained and retained in the loan file.

1.6 ASSETS

THE FOLLOWING APPLY TO ALL TRANSACTIONS UNLESS OTHERWISE STATED.

1.6.1 ASSET REQUIREMENTS

Acceptable asset documentation is required to be included in each loan file. The borrower must meet the minimum contribution amount per program requirements. Assets should be liquid or able to be liquidated without restriction by the borrower. The documentation requirement for all transactions is a single account statement covering a one (1) month period and dated within 90 days of the loan note date.

Large deposits must be sourced as follows:

- If personal accounts are used for assets, large deposits defined as any single deposit that represents greater than 100% of the borrower's qualifying monthly income are to be documented for a purchase transaction.
- If business accounts are used for assets, the following applies:
  - Business account used for income: Large deposits greater than 100% of monthly business revenue must be documented for a purchase transaction.
  - Business account not used for income: Large deposits do not need to be sourced.
- Large deposits do not need to be sourced on DSCR loans.

1.6.2 ASSET DOCUMENTATION

The following may be used as asset documentation for down payment, closing costs, and reserves. See applicable Loan/LTV matrix for minimum reserve requirement.

- Account statements (e.g., checking, savings, share, or brokerage accounts)
  - Statements must include the following:
    - Name of financial institution
    - Reflect borrower as the account holder (Funds held jointly with another individual are considered 100% of the borrower's funds)

    - Account number
    - Statement date
    - Time period covered by the statement
    - Available balance in U.S. dollar denomination
  - Assets held in foreign accounts must be translated to English and verified in US Dollar equivalency at the current exchange rate via either http://www.xe.com or the Wall Street Journal conversion table.
- Assets held in in a Trust require the following:
  - Obtain written documentation (e.g., bank statements) of the value of the trust account from either the trust manager or the trustee, and
  - Document the conditions under which the borrower has access to the funds
- Accounts verified using a third-party vendor participating in the Fannie Mae Day 1 Certainty® process.
- Verification of Deposit completed by the verifying financial institution (FNMA Form 1006).
- Borrowed funds secured by an asset are an acceptable source of funds for the down payment, closing costs, and reserves, since borrowed funds secured by an asset represent a return of equity. Assets that may be used to secure funds include automobiles, artwork, collectibles, real estate, or financial assets, such as savings accounts, certificates of deposit, stocks, bonds, and 401(k) accounts. When qualifying the borrower, monthly payments on loans secured by non-financial assets must be included in the debt-to-income calculation for non-DSCR transactions. When loans are secured by the borrower's financial assets, monthly payments for the loan do not have to be considered as long-term debt. See Section 1.5.6.12 - Loans Secured by Financial Assets for complete details.
- Stocks/bonds/mutual funds - 100% of the account(s) value may be considered for assets.
- Vested retirement account (e.g., IRA, 401k, Keogh, 403b) - 70% of the vested balance may be considered for assets. For downpayment and closing costs, if funds haven't been liquidated, confirm the borrower can access/withdraw funds. For reserves, terms of withdrawal are not required.
- Business accounts may be considered for assets.
  - Consumer Purpose Loans: The amount of business assets that may be utilized is limited to the borrower's ownership percentage in the business.
  - Business Purpose Loans:
    - Assets held in the name of the vested entity: 100% of the assets may be used.
    - Assets not held in the name of the vested entity: The amount of business assets that may be utilized is limited to the borrower's ownership percentage in the business.
- Cash Value of Life Insurance - 100% of the cash surrender value less any loans may be considered for assets.
- Non-regulated Financial Assets
  - Crypto Currency – Bitcoin and Ethereum are eligible sources of funds for the down payment, closing costs and reserves. Crypto is not an eligible liquid asset for asset utilization/depletion.
    - Down payment and closing costs: currency must be liquidated and deposited into an established US bank account.
    - Reserves: Loan file must include a statement meeting the requirements under account statements to document ownership of the crypto holdings. Current valuation, within 30 days of the loan Note date, can only be determined from the Coinbase exchange. 60% of the current valuation will be considered eligible funds.

The following are not acceptable as asset documentation:

- Non-vested or restricted stock accounts.
- Cash-on-hand.
- Sweat equity.
- Gift or Grant funds which must be repaid.
- Down payment assistance programs.
- Unsecured loans or cash advances.
- 529 Savings Plan.
- Funds contributed by a non-borrowing spouse unless documented as a gift. See Section 1.6.4 – Gift Funds.

1.6.3 RESERVES

- MK Lending Corp. loan program requires minimum reserves as outlined on the MK Lending Corp. Loan\LTV matrices.
- Net proceeds from a cash-out transaction may be used to meet reserve requirements. See matrix for restrictions.
- Reserve requirements are waived for Rate-And-Term Refinance transactions (Applies to loans under 1Yr Income Prime/P&L Prime, Alt Doc Credit, and DSCR secured by a 1-4 unit property) when the transaction results in a reduction to the monthly principal and interest payment of 10% or greater AND housing history is 1x30x12 or better. Waiver not eligible for DTI greater than 50%. For an Interest Only loan, the reduction is based on the amortizing payment used for loan qualification.
- Reserves for a loan with an Interest Only feature are based upon the Interest Only payment amount.
- For Adjustable-Rate Mortgages (ARM), the reserves are based upon the initial PITIA, not the qualifying payment.
- Proceeds from a 1031 Exchange cannot be used to meet reserve requirements.
- Gift funds may not be used to meet reserve requirements.

1.6.4 GIFT FUNDS

Unless otherwise specified, Gift Funds are acceptable if one of the following applies:

- For primary residence and second home occupancy, a minimum of 5% down payment must be made bythe borrower from their own funds.
    - 100% Gift Funds are allowed for 1Yr Income Prime/P&L Prime and Alt Doc Credit using Standard Doc 12- or 24- month and Alt Doc 12- or 24- month Bank Statement loans only, with a maximum LTV of 80%. Borrower(s) must meet both reserve and residual income requirements.
- For Investment properties, a minimum of 10% down payment must be made by the borrower from their own funds.

1.6.4.1 ELIGIBLE DONORS AND DOCUMENTATION

A gift can be provided by:

- A relative, defined as the borrower's spouse, child, or other dependent, or by any other individual who is related to the borrower by blood, marriage, adoption, or legal guardianship; or
- A fiancé, fiancée, or domestic partner.
- For any gift provided by a non-US citizen, the donor must be screened against the OFAC Specially Designated Nationals (SDN) list.

The donor may not be, or have any affiliation with, the builder, the developer, the real estate agent, or any other interested party to the transaction.

1.6.4.1.1 DOCUMENTATION REQUIREMENTS

Gifts must be evidenced by a letter signed by the donor, called a gift letter. The gift letter must:

- specify the dollar amount of the gift;
- include the donor's statement that no repayment is expected; and
- indicate the donor's name, address, telephone number, and relationship to the borrower.

When a gift from a relative or domestic partner is being pooled with the borrower's funds to make up the required minimum cash down payment, the following items must also be included:

- A certification from the donor stating that he or she has lived with the borrower for the past 12-months and will continue to do so in the new residence.
- Documents that demonstrate a history of borrower and donor shared residency. The donor's address must be the same as the borrower's address. Examples include but are not limited to a copy of a driver's license, a bill, or a bank statement.

1.6.4.1.2 VERIFYING DONOR AVAILABILITY OF FUNDS AND TRANSFER OF GIFT FUNDS (2/26/2024)

The seller must verify that sufficient funds to cover the gift are either in the donor's account or have been transferred to the borrower's account and reflected on the most recent bank statement. Acceptable documentation includes the following:

- a copy of the donor's check and the borrower's deposit slip,
- a copy of the donor's withdrawal slip and the borrower's deposit slip,
- 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 seller must document that the donor gave the closing agent the gift funds in the form of a certified check, a cashier's check, or other official check.

- Gift funds may not be used to meet reserve requirements.
- Gift of Equity allowed for Primary Residence. Must meet all other guidelines for Gift Funds.

1.7 INCOME

1.7.1 INCOME ANALYSIS

THE FOLLOWING APPLY TO ALL INCOME DOCUMENTATION OPTIONS UNLESS OTHERWISE STATED IN THE SPECIFIC SECTION OF THE GUIDELINES.

1.7.1.1 EMPLOYMENT/INCOME VERIFICATION

- A minimum of two (2) years of employment history for both wage/salary or self-employment, is required to be documented on the loan application (FNMA Form 1003). When the borrower has less than a two-year history of employment, the Seller should document positive factors to offset the shorter employment history, such as education or training.
- Any gaps in employment that span one or more months must be explained.
- Salary/Wage Earner – income derived from employment at a business. Compensation may be based upon a salary, hourly wage, bonus, commission, or overtime.
- Any borrower with a 25% or greater ownership interest in a business/entity or is paid using IRS form 1099 is considered self-employed.
- The following are common business structures:
  - Sole proprietorship
  - Limit Liability Company (LLC)
  - Partnerships
  - S-Corporation
  - Corporation
- If any borrower is no longer employed in the position disclosed on the FNMA Form 1003 at the MK Lending Corp. purchase date, MK Lending Corp. will not purchase the loan.

1.7.1.2 EARNINGS TRENDS

When 24-months of income are analyzed for qualification, year over year income amounts must be compared using the borrower's W-2 forms, signed federal income tax returns, or bank statements. The earnings trends are addressed as follows:

- Stable or increasing: Defined as annual income that is equal to, greater than, or less than 20% below the prior year's income. The income amounts will be averaged.
- Declining but stable: If the 24-month earnings trend shows a decline in borrower income of 20% or more on a year over year basis, but the most recent 12-month earning has stabilized and there is no reason to believe the borrower's employment will change, the most recent 12-month average of income will be used.

1.7.2 DEBT-TO-INCOME (DTI) RATIO

The Debt-to-Income (DTI) ratio is calculated and reviewed for adherence to MK Lending Corp. Program Matrix criteria.

The DTI ratio consists of two components:

- The borrower's monthly debt obligations include the monthly mortgage payment for the subject loan, any simultaneous loans secured by the subject property, monthly mortgage-related obligations (property taxes, hazard/flood/other insurance, HOA fees, etc.), and consumer's current debts, alimony and child support obligations.
- The borrower's current monthly documented income used to qualify for the loan.

The qualifying monthly mortgage payment includes the following:

- Fixed rate: Note rate amortized over the total term
  - Interest Only: Note rate amortized over the remaining term after the expiration of the interest only period
- ARMs: Qualifying rate is the higher of the fully indexed rate or note rate
  - Interest Only: Qualifying rate amortized over the remaining term after the expiration of the interest only period

Monthly mortgage-related obligations include real estate taxes, property insurance, any other insurance, and any association dues.

- Calculating Real Estate Tax Payment for subject property:
  - For purchase and construction-related transactions, the Seller must use a reasonable estimate of the real estate taxes based on the value of the land and the total of all new and existing improvements.
    - State of California exception: Use 1.25% of the purchase price to determine the monthly tax payment.
  - For refinance transactions, use the current tax assessment.

1.7.3 RESIDUAL INCOME

Residual Income is the amount of monthly income remaining once a borrower has paid all monthly debt obligations. Residual Income = Gross Monthly Income minus total monthly debt.

The Minimum Residual Income requirements are calculated using the table below; $250 is added for the first dependent and $125 for each additional dependent. A dependent is any person other than the borrower or spouse in the household.

OCCUPANCY	MAXIMUM LTV	MINIMUM RESIDUAL INCOME
1Yr Income Prime/ Alt Doc – Primary	90%	$2,500
P&L Prime – Primary	80%	$2,500
1Yr Income Prime/ Alt Doc/P&L Prime – Second Home	80%	$2,500
ITIN – Primary and Second Home	80%	$2,500

1.7.4 DOCUMENTATION OPTIONS

Standard and Alt Doc income documentation options are available. In addition to wage/salary income, Standard documentation includes various other types of income. See Section 1.7.5.4 - Other Sources of Income for documentation requirements. Income should be calculated and documented according to MK Lending Corp. guidelines. If a specific source of income is not referenced in the MK Lending Corp. Guide, the Fannie Mae® guidelines for that income source may be used.

1.7.4.1 IRS FORM 4506-C

A signed copy of IRS Form 4506-C is required in every standard documentation credit file.

1.7.4.2 Tax Transcripts

See specific standard income documentation type if transcripts are required

If the transcript request is returned with a code 10, or the borrower is a victim of taxpayer identification theft, the following must be provided to validate income:

- A copy of the IRS rejection with a code of "Unable to Process" or "Limitation"
- Proof of identification theft, as evidenced by one (1) of the following:
  - Proof that the identification theft was reported to and received by the IRS (IRS Form 14039).
  - A copy of the notification from the IRS alerting the taxpayer to possible identification theft.
- In addition to one (1) of the documents above, if applicable, a Tax Transcript showing fraudulent information.
- Record of Account from the IRS - Adjusted Gross Income and Taxable Income should match the borrower's personal tax return (Form 1040). Validation of prior tax year's income (The income for the current year must be in line with prior years.

1.7.4.3 TAXPAYER FIRST ACT

The Taxpayer First Act includes a provision that persons receiving tax return information must obtain the express permission of taxpayers prior to disclosing that tax return information to any other person. "Tax return information" is defined under the IRS Code, 26 U.S.C. § 6103.

Therefore, if a Seller or servicer obtains tax return information during the origination or servicing of a mortgage loan, the Seller or servicer must obtain express consent from the taxpayer to be able to share the tax information with another party. Such sharing would extend to actual or potential owners of the loan, such as MK Lending Corp. or any other loan participant.

To ensure compliance with the law, the Taxpayer Consent Form has been created. To comply, the Seller must include either the MK Lending Corp. version or their own version of the document in all loan files that include tax returns.

1.7.5 STANDARD DOCUMENTATION

The Standard Income Documentation option is available to borrowers who meet the requirements listed below. This documentation option is available to borrowers who have experienced recent credit events and allows for higher LTVs for borrowers with clean payment histories.

1.7.5.1 RESTRICTIONS

- See the MK Lending Corp. Matrices for maximum LTV/CLTV and DTI.
- A minimum credit score of 620.
- A minimum two (2) year employment history is required.

1.7.5.2 STANDARD INCOME DOCUMENTATION (12- OR 24- MONTHS)

Eligibility exists for 12-month documentation option only. If using variable income 24-month documentation option is required

1.7.5.2.1 WAGE/SALARY INCOME

- The borrower's most recent paystubs reflecting 30 days of pay and YTD earnings, along with IRS W-2 forms or W-2 transcripts covering the most recent one (1) or two (2) years depending upon documentation option selected; or
- Income verification provided by a FNMA approved 3rd party Vendor (e.g., The Work Number®) evidencing income from the most recent 1 or 2 years (as applicable) along with year-to-date earnings.
  - FNMA WVOE Form 1005 is not eligible for standard income documentation unless used in conjunction with documents verifying variable income. See Section 1.7.5.4.23 – Overtime/Bonus/Commission.
- When tax returns are required, as in the case of income earned from subject or non-subject investment property REO, the most recent one (1) or two (2) years of tax returns should be provided. The definition of "most recent" is the last return scheduled to have been filed with the IRS. Any borrower who applied for a tax return extension must provide a copy of the extension in the credit file along with the prior one (1) or two (2) years of tax returns based upon the documentation method selected.

1.7.5.2.2 SELF-EMPLOYMENT INCOME

- A minimum two (2) year history of self-employment is required.
- The most recent one (1) or two (2) years of tax returns (including evidence of filing). If applicable, both personal and business (including all K-1s and schedules), signed and dated by each borrower.
  - Evidence of filing may include one of the following:
    - IRS Form 8879 e-File Signature Authorization for the provider that prepared the return, or
    - E-mail provided from the software used to prepare the return showing successful submission of the return to the IRS.
    - If evidence of filing is not provided, tax transcripts for personal and corporate (IRS Form 1120) returns are required.
  - In lieu of tax returns, tax transcripts for the most recent one (1) or two (2) years may be provided as applicable. In certain cases, tax returns will be required as transcripts will not provide the details required to establish eligible qualifying income for the borrower.
- If the borrower pays themselves wage income, a YTD paystub must be included in the file.
- When analyzing tax returns, the following may be added back to the applicant's income calculation:
  - Depreciation
  - Depletion
  - Business use of home

  - Amortization/casualty loss
  - Ordinary income (loss) from other partnerships
  - Nonrecurring other (income) loss
  - Any expense(s) that can reasonably be documented to be one-time and non-recurring
  - Net operating loss carryforwards from years prior to the tax returns provided
- If the tax return date exceeds 90 days from the note date, a YTD Profit and Loss Statement (P&L), signed and dated by the borrower, up to and including the most recent month preceding the loan application date. The P&L may be either: prepared by a 3rd party or prepared by the borrower. If a gap exists between the tax return ending date and the start date of the YTD P&L, a gap-year P&L is also required. The qualifying income is determined from the tax returns; the P&L is used to determine the stability of that income.

1.7.5.3 EMPLOYMENT STATUS

In all cases, the borrower's current employment status is required. Employment status can be established as follows:

1.7.5.3.1 Wage/salary borrowers:

- A YTD paystub dated within 30 days of Note date; **or**
- A verbal VOE dated no more than 10 calendar days prior to Note date. Sellers may use any type of verification form. The VOE should include the following data:
  - Borrower name
  - Loan ID number
  - Current position
  - Verification that borrower's employment is currently active
  - Employer name/company name
  - Employer contact name and title
  - Name of individual who completed the VOE
  - Business phone number must be independently verified; **or**
- A verification via e-mail exchange with the borrower's current employer dated no more than 10 calendar days prior to Note date. Due diligence must be conducted to confirm the e-mail address for the employer is accurate. The VOE should include the following data:
  - Work e-mail address of the individual contacted at the employer
  - Borrower name
  - Current position
  - Current employment status

1.7.5.3.2 Self-Employed Borrowers:

Existence of the borrower's business is to be verified within 90 days prior to the Note date, through one of the following:

- Third party verification from licensed tax preparer, regulatory agency, or applicable licensing bureau, or Internet screenshot displaying the phone listing and address verification of the borrower's business, or
- A business bank statement dated within 90 days of the Note date for income used in qualification

1.7.5.4 OTHER SOURCES OF INCOME

1.7.5.4.1 ALIMONY OR CHILD SUPPORT

Alimony or child support income is allowed with third-party documentation evidencing receipt of at least six (6) months. Document the support will continue for at least three (3) years by one of the following:

- Alimony:
  - Copy of final divorce decree or final separation agreement describing the payment terms.
  - Any other type of written legal agreement or court decree describing the payment terms.

- Child support:
    - Copy of final divorce decree or final separation agreement describing the payment terms.
    - Any other type of written legal agreement or court decree describing the payment terms.
    - The full amount of qualifying child support income may be treated as nontaxable and grossed up at 25% without supporting documentation verifying the nontaxable status.

1.7.5.4.2 AUTO ALLOWANCE

The borrower must have received payments for at least two (2) years. Add the full amount of the allowance to monthly income and the full amount of the lease or financing expenditure to the monthly debt obligations.

1.7.5.4.3 CAPITAL GAINS

Capital Gains income must be averaged over two (2) years and documented with the following:

- Most recent two (2) years of personal tax returns, including an IRS Form 1040, Schedule D.
- Third-party documentation to evidence that additional assets may be sold to support qualifying income.
- The third-party documentation must evidence the capital gain income will continue for a minimum of three years.
- Capital losses do not have to be considered.

1.7.5.4.4 DISABILITY INCOME – LONG TERM

Generally, long-term disability will not have a defined expiration date and should be expected to continue. Obtain a copy of the borrower's disability policy or benefits statement to verify the following:

- Eligibility for the benefits,
- Amount and frequency of payments, current proof of receipt, and
- If there is a contractually established termination or modification date.

1.7.5.4.5 EMPLOYED BY A RELATIVE

Income for borrowers who are employed by a relative must be verified using Standard Documentation for two (2) years, including the following:

- Federal income tax returns for the most recent two (2) years.
- W-2s for the most recent two (2) years.
- Paystub(s) covering the most recent 30-day period.

Clarification of the potential ownership of family-owned businesses by the borrowers may also be required. A borrower may be an officer of a family-operated business, but not an owner. Verification of a borrower's status should be provided by written confirmation obtained from a CPA or legal counsel.

1.7.5.4.6 EMPLOYMENT OFFERS OR CONTRACTS

For borrower(s) starting new employment, the loan file must contain a copy of an executed offer or contract plus the first paystub. The first paystub must be dated prior to the Note date.

- The offer or contract cannot be for employment by a family member or interested party to the transaction.

1.7.5.4.7 FOREIGN INCOME

Foreign income is income earned by a borrower (US Citizen or Perm Resident Alien) who is employed by a foreign corporation or a foreign government and is paid in foreign currency. Borrowers may use foreign income to qualify if they provide copies of the following:

- Signed federal income tax returns or transcripts for the most recent two (2) years that include foreign income.
- Standard documentation requirements based upon the source and type of income.

- Any documents not in English or US currency must be translated.

1.7.5.4.8 FOSTER CARE INCOME

Income received from a state or county sponsored organization for providing temporary care for one or more children may be considered acceptable stable income if the following requirements are met:

- Verify the foster-care income with letters of verification from the organizations providing the income.
- Documentation verifying that the borrower has received foster care income for a minimum one-year period.
- Qualifying income is based upon the current amount received.

1.7.5.4.9 HOUSING/PARSONAGE INCOME

Housing or parsonage income may be considered qualifying income if there is documentation that the income has been received for the most recent 24-months and the allowance is likely to continue for the next three (3) years. The following documentation is required:

- The two (2) most recent years of tax returns are required.
- Written documentation, such as a Written Verification of Employment (WVOE) provided by the church, must be obtained.
- The housing allowance, although not subject to federal income taxes, is subject to self-employment taxes.
- Gross income on Schedule SE of the borrower's IRS Form 1040 should include the housing allowance paid.

The housing allowance may be added to income but may not be used to offset the monthly housing payment.

1.7.5.4.10 INTEREST/DIVIDENDS

Verify the borrower's ownership of the assets on which the interest or dividend income was earned. Documentation of asset ownership must be in compliance with the 1.2 - Age of Document Requirements section.

- Document a two-year history of the income, as verified by copies of the borrower's federal income tax returns.
- Develop an average of the income received for the most recent two (2) years.
- Subtract any assets used for down payment or closing costs from the borrower's total assets before calculating expected future interest or dividend income.

1.7.5.4.11 NON-TAXABLE INCOME

If the income is verified to be nontaxable, and the income and its tax-exempt status are likely to continue, the seller may develop an "adjusted gross income" for the borrower by adding an amount equivalent to 25% of the nontaxable income to the borrower's income.

- Child support income: The full amount of qualifying child support income may be treated as nontaxable and grossed up at 25% without supporting documentation verifying the nontaxable status.
- Social Security income: Income may be grossed up at 15% without documentation verifying the nontaxable status.

1.7.5.4.12 NOTES RECEIVABLE INCOME

Note receivable income may be used for qualifying income subject to the following:

- Verify that the income can be expected to continue for a minimum of three (3) years from the date of the mortgage application.
- Obtain a copy of the Note to establish the amount and length of payment.
- Document regular receipt of income for the most recent 12-months using either cancelled checks, bank statements, or federal tax returns.
- Payments on a Note executed within the past 12-months, regardless of the duration, may not be used as stable income.

1.7.5.4.13 PENSION, RETIREMENT, ANNUITY

The following provides verification requirements for pension, retirement, and annuity income. Document regular and continued receipt of the income with one of the following:

- Statement from the organization providing the income, or
- Retirement award letter or benefit statement, or
- One (1) month financial or bank account statement evidencing the source/deposit, or
- Signed federal income tax return, or
- IRS W-2 form, or
- IRS 1099 form

In addition to the above, if retirement income is paid in the form of a distribution from a 401(k), IRA, or Keogh retirement account, the provide all of the following:

- Account Statement(s) reflecting available balance for withdrawals evidencing three (3) year continuance, and
- Borrower must have unrestricted access to the accounts without penalty

1.7.5.4.14 RENTAL INCOME

Rental income may be used for qualifying income subject to the following documentation requirements:

- Rental income from other properties must be documented with the borrower's most recent signed federal income tax return that includes Schedule E. Leases are required for properties where rental income is being used to qualify and the property was acquired during or subsequent to the most recent tax filing year or the rental property was out of service for an extended period. For commercial properties a copy of the lease or rent roll is required
- Proposed rental income from the comparable rent schedule, reflecting long term rental rates, may be used for qualifying if there is not a current lease or assignment of lease on purchase of an investment property
- Properties with expired leases that have converted to month to month per the terms of the lease will require bank statements for the lesser of 2 months or the time period after the lease expired
- If using a lease agreement, a 25% vacancy factor must be applied to the gross rent used for qualifying. Multiply the gross rent by 75% and subtract the PITIA to arrive at the rental income/loss used for qualifying
- Commercial properties owned on schedule E must be documented with a rent roll and evidence that the primary use and zoning of the property is commercial
- Short Term Rental – Purchase Transactions:
    - o Gross rents reduced by 20% to reflect extraordinary costs (i.e., advertising, furnishings, cleaning) associated with operating short-term rental property compared to non-short-term property.
    - o Any of the following methods may be used to determine gross monthly rental income:
        - Short term rental (STR) analysis form or 1007/1025 may be used. The analysis must include the following:
            - Provide the source of the data used to complete the STR analysis.
            - Include comparable STR properties, focusing on room count, gross living area (GLA), location, and market appeal.
            - Include daily rental rate and occupancy percentage.
            - Factor seasonality and vacancy into the analysis.
            - Must be completed by a licensed appraiser.
        - AIRDNA (www.Airdna.co) Rentalizer/Property Earning Potential Report accessed using the Explore Short-Term Rental Data, must meet the following requirements:
            - Only allowed for purchase transaction.

- Gross rents equal the revenue projection from the Property Earning Potential Report less the 20% extraordinary expense factor.
- Revenue projection equals the average daily rental rate times the occupancy rate.
- Forecast period must cover 12-months and dated 90-days within the Note date.
- Maximum occupancy limited to 2 individual per bedroom.
- Must have three (3) comparable properties similar in size, room count, amenities, availability, and occupancy.
- Market Score or Sub-Market Score must be 60 or greater as reflected on the Property Earning Potential Report.

- Short Term Rental – Refinance Transactions:
  - Rental income must be documented with the borrower's most recent signed federal income tax return that includes Schedule E.

- Application of Rental Income:
  - Primary Residence
    - The monthly qualifying rental income (as defined above) must be added to the borrower's total monthly income. (The income is not netted against the PITIA of the property.)
    - The full amount of the mortgage payment (PITIA) must be included in the borrower's total monthly obligations when calculating the debt-to-income ratio.
  - Investment Property
    - If the aggregate monthly qualifying rental income (as defined above) minus the full PITIA is positive, it must be added to the borrower's total monthly income.
    - If the aggregate monthly qualifying rental income minus PITIA is negative, the monthly net rental loss must be added to the borrower's total monthly obligations.
    - The full PITIA for the rental property is factored into the amount of the net rental income (or loss); therefore, it should not be counted as a monthly obligation.
    - The full monthly payment for the borrower's principal residence (full PITIA or monthly rent) must be counted as a monthly obligation.

1.7.5.4.15 RESTRICTED STOCK UNITS

Restricted stock units (RSUs) are issued to an employee through a vesting plan and distribution schedule. RSUs give an employee interest in company stock but have no tangible value until vesting is complete. The RSUs are assigned a fair market value when they vest and are considered ordinal income with a portion of the shares withheld to pay income taxes upon vesting. The employee receives the remaining shares and can sell them at their discretion. Restricted stock options may be used as qualifying income when all the following requirements are met:

- Income has been consistently received for the prior two (2) years and is verified it will continue for three (3) years.
- RSU income is calculated using the past two (2) year average.
- If the RSU income is declining, proof of stability must be provided, and the most conservative average used for qualifying.
- Borrowers must be employed at the same company that issued the RSUs.
- Employer must be a publicly traded entity (e.g., a Fortune 500 company).
- Non-vested restricted stock is not an acceptable source of income or reserves.
- Vested RSUs may not be considered as qualifying income if they are also used for down payment, closing costs, and/or reserves.

The following documentation is required:

- Evidence that stock is publicly traded.
- The most recent vesting schedule or issuance agreement showing continuance of RSU income.
- Evidence of the payouts of RSUs for the past two (2) years. Acceptable verification includes any of the following:
  - Tax returns for the last two (2) years, reflecting RSU income.
  - Year-end paystubs reflecting the RSU payout.
  - An employer-provided statement paired with a brokerage or bank statement, showing the transfer of shares or funds, that includes the (a) date of the payout and (b) the number of vested shares and their cash equivalent distributed to the borrower.

1.7.5.4.16 ROYALTY INCOME

- Obtain copies of the following:
  - Royalty contract, agreement, or statement confirming amount, frequency, and duration of the income.
  - The borrower's most recently signed federal income tax return, including IRS Form 1040 and Schedule E.
- Confirm that the borrower has received royalty payments for at least 12-months and that the payments will continue for a minimum of three (3) years after the date of the mortgage Note.

1.7.5.4.17 SOCIAL SECURITY

Social Security income for retirement that the borrower is drawing from their own account/work record will not have a defined expiration date and can be expected to continue.

Social Security income based on another person's account/work record or from the borrower's own work record, but for the benefit of another (such as a dependent) may also be used in qualifying, provided the seller documents a 3-year continuance.

Social Security income may be grossed up, see Section 1.7.5.4.11 – Non-Taxable Income.

- Borrower is drawing Social Security benefits from own account/work record, provide one of the following:
  - Most recent SSA Award Letter, or
  - Most recent SSA-1099, or
  - Proof of current receipt, or
  - Most recent signed federal income tax return (or tax transcript) if filed by all borrowers on the loan
- Borrower is drawing Social Security benefits from another person's account/work record or from their own account/work record for the benefit of another, provide all of the following:
  - Most recent SSA Award Letter,
  - Proof of current receipt, and
  - Proof of three year continuance
- Survivor Benefits, provide all of the following:
  - Most recent SSA Award Letter,
  - Proof of current receipt, and
  - Proof of three year continuance
- Supplement Social Security Income (SSI), provide all of the following:
  - Most recent SSA Award letter, and
  - Proof of current receipt

1.7.5.4.18 TEACHER INCOME

Teachers are paid on a 9-month, 10-month, or 12-month basis. The pay structure should be determined before calculating the monthly income. If unable to determine the pay frequency, documentation such as a copy of their contract or documents from the school district's personnel office may be required.

1.7.5.4.19 TIP INCOME

Tips and gratuity income may be considered if the receipt of such income is typical for the borrower's occupation (i.e., waitperson, taxi driver, etc.). Tip income should be received for at least two (2) years. Documentation will be based upon the documentation type selected (12- or 24- months). Obtain one (1) or two (2) years of federal income tax returns along with a year-to-date paystub. Income should be averaged over the time-period verified. If the tip income is not reported on the paystubs or tax returns, then it may not be included in qualifying income.

1.7.5.4.20 TRUST INCOME

Confirm the trust income by obtaining a copy of the trust agreement or the trustee's statement confirming the amount, frequency, and duration of payments:

- Trust verification documentation must clearly identify the date the trust was created.
- Trustee statement evidencing borrower is a beneficiary and income will continue for three (3) years.
  - Trust verification documentation to include a letter from an accountant or attorney who has reviewed the trust's documentation when one of the following applies:
    - Trustee's statement or other documents are not available, or
    - Borrower is trustee
- Variable trust income: Use an average over the length of time per the doc type selected.
  - When variable trust income has been received for less than 24 months, but not less than 12 months, it may be considered as stable income with compensating factors
- Fixed trust income: Use the fixed payment as documented.
- If the borrower creates the trust as trustee, the assets within the trust must be verified with 3rd party documentation (i.e., bank statements).
- Unless this income is received monthly, documentation of current receipt of the income is not required if the income is on the borrower's most recent tax return.

1.7.5.4.21 UNEMPLOYMENT BENEFIT INCOME

Income derived from unemployment compensation is generally not allowed due to the limited duration of its receipt. Seasonal unemployment, however, can be considered if the borrower is employed in a field where weather affects the ability to work, and where unemployment compensation is often received (i.e., construction). The income can be used to qualify with a two-year employment history in the same field of work and a two-year history of receipt of unemployment compensation. Income should be averaged over the time-period verified

1.7.5.4.22 VA BENEFITS

Document the borrower's receipt of Veteran Administration (VA) benefits with one of the following:

- Award letter, or
- Distribution form from the VA

Verify that the income can be expected to continue for a minimum of three (3) years from the date of the mortgage Note. (Verification is not required for VA retirement or long-term disability benefits.)
Education benefits are not acceptable income because they are offset by education expenses.

1.7.5.4.23 VARIABLE – OVERTIME/BONUS/COMMISSION

Variable income sources are eligible provided the borrower has a minimum one (1) or two (2) years history of receiving such income in the same line of work, based on the documentation type. Variable income earned for less than one (1) year may not be used for qualifying income.

Variable income is to be calculated by using an averaging method consistent with the documentation provided. Averaging method must take into account the borrower's history of receipt, this frequency of payment, and the trending of the amount of income being received.

- Most recent year-to-date pay stub reflecting the variable earnings, and
- Most recent W-2 form(s), and

- Documentation verifying break-down of prior year(s) earnings with one of the following:
  - Previous year-end paystub, or
  - Completed Written Verification of Employment – FNMA Form 1005, or
  - FNMA approved 3rd party Vendor (e.g., The Work Number®)

1.7.5.4.24 INELIGIBLE INCOME SOURCES

- Boarder income
- Educational benefits
- Gambling winnings
- Cannabis (see below)
- Mortgage Credit Certificates
- Mortgage Differential Payments
- Refunds of federal, state, or local taxes

Guidelines for income derived from cannabis:

- Self-employed income (active or passive) derived from a company involved in cultivation, transportation, retailing, etc. is not allowed regardless of percentage of company ownership.
- Income from borrowers who are wage earners in the industry are allowed.

1.7.6 ALT DOC - BANK STATEMENTS

Personal bank statements or business bank statements may be used to document self-employment income. Bank statements held in a foreign bank with U.S. branches insured by the FDIC are acceptable.

Bank statements may be obtained from the borrower, or the Seller can use a third-party asset vendor participating in the Fannie Mae Day 1 Certainty® process.

The MK Lending Corp. Business Bank Statement calculator is available for download from the www.MK Lending Corp.mc.com website.

1.7.6.1 RESTRICTIONS

1.7.6.1.1 APPLIES TO PERSONAL/BUSINESS BANK STATEMENTS

- See the MK Lending Corp. Matrices for maximum LTV and DTI.
- Borrowers must be self-employed for at least two (2) years. The employment section of the URLA must be completed with a minimum of two (2) years self-employment history.
  - If nature of borrower's business cannot be determined from the URLA, a business narrative may be provided by the borrower, see Business Narrative Form.
- The business being used to source income must be in existence for a minimum of two (2) years as evidenced by one of the following:
  - CPA Letter, or
  - Business License, or
  - Bank statement from 24 or more months prior to note date reflecting activity, or
  - Other reasonable evidence of business activity.
- Minimum credit score is 620.
- Nonprofit Entity not eligible.
- Income and expense documentation must be prepared or validated by an acceptable 3rd party source with knowledge of the borrower's business.
- Funds/Deposits in a IOLTA (Trust) ineligible source.
- Tax returns and 4506-C are not required for the bank statement program.
- Alt Doc income may be combined with other income sources that are documented as Standard Doc but not associated with self-employment, such as wage income from spouse or domestic partner. When wage

income is combined with Alt Doc, a tax return is not required for the standard full income documentation. If the 4506-C form is provided, Box 8 should be checked to obtain a transcript of W-2 earnings.

1.7.6.2 BANK STATEMENT OPTIONS/INCOME ANALYSIS

In addition to the factors described in the 1.7.1 – Income Analysis section of this guide, Sellers should consider the following:

- Deposits should be reviewed for consistency.
- Deposits from alternative payment processing applications (i.e., Square, Venmo) are eligible.
- Inconsistent or large deposits should be sourced or excluded from the analysis. The definition of an inconsistent or large deposit is any deposit exceeding 100% of the average monthly sales of the business.
- Changes in deposit pattern must be explained.
- Income documented separately, but included as deposits in the statement under review, must be backed out of deposits.

1.7.6.2.1 PERSONAL BANK STATEMENT REVIEW

A personal bank account is held in the individual borrower(s) name. The following documentation requirements and analysis methods apply:

Documentation Requirements

- 12- or 24- months of consecutive PERSONAL bank statements, the most recent statement dated within 90-days of the note date.
- Most recent two (2) months of BUSINESS bank statements.
- Verify that the borrower owns 20% of the business by providing one of the following:
  - CPA letter, Tax Preparer letter, operating agreement, or equivalent, reflecting the borrower's ownership percentage.

Calculation Method

- Only transfers or deposits from the business account(s) are eligible deposits. Qualifying income calculated using the sum of the total eligible deposits from the statements reviewed divided by the number of statements. The most recent bank statement must be consistent with the qualifying income.
- If the personal account is jointly owned, and the joint owner is not an owner of the business, deposits that are not readily identifiable as transfers from the business accounts or business deposits must be excluded unless sourced.
- ATM deposits may be included if a consistent pattern of such deposits is present.
- Two (2) months of business bank statements, which must:
  - Evidence activity to support business operations.
  - Reflect transfers to the personal account.

1.7.6.2.2 BUSINESS AND CO-MINGLED BANK STATEMENT REVIEW

A **business bank statement** used for ongoing operations of the business must reflect the name of the business as completed on the URLA or loan application.

- Verify that the borrower has ownership of at least 25% of the business by providing one of the following:
  - CPA letter, Tax Preparer letter, operating agreement, or equivalent; reflecting the borrower's ownership percentage.
- Net income from the analysis of the bank statements is multiplied by the borrower's ownership percentage to determine the borrower's qualifying income.

A **co-mingled bank statement** is a personal account used by a borrower for both business and personal use. A separate business account is not required.

- Verify that the borrower has 100% ownership of the business by providing one of the following:
  - CPA letter, Tax Preparer letter, operating agreement, or equivalent; reflecting the borrower's ownership percentage.
- The borrower must be the sole owner of the business listed on the URLA or loan application.

Borrower and spouse with combined 100% ownership of the account are eligible.

1.7.6.2.3 Standard Expense Ratio – 50%

Documentation Requirements

- A standard 50% expense factor will be applied to the total of eligible deposits.
- 12- or 24- months of consecutive business bank statements, the most recent statement dated within 90 days of the note date.
- If the business operates more efficiently or typically has a materially different expense factor (higher or lower than standard expense factor), then an expense factor from a CPA/accountant, IRS Enrolled Agent, tax preparer or P&L may be used to determine qualifying income.

Income Calculation Method

- Total deposits from all bank statements, less any inconsistent deposit(s), multiplied by 50%, multiplied by ownership percentage, divided by the number of bank statements reviewed.
- Deposits x (.50) x (ownership %) / 24 or 12 = qualifying income
- Example: $360,000 x .50 = $180,000 x 1.00 = $180,000 / 12 = $15,000

1.7.6.2.4 Third Party Prepared Business Expense Statement Letter

Documentation Requirements

- 12- or 24- months of consecutive business bank statements, the most recent statement dated within 90-days of the note date and;
- Business expense statement letter to include:
  - Name of the business
  - Business expenses as a percentage of the gross annual sales/revenue
  - Prepared or reviewed by a 3rd party with knowledge of the business (e.g., CPA/accountant, IRS Enrolled Agent, or tax preparer)
  - Signed by the 3rd party preparer/reviewer

Income Calculation Method

- Total expenses are calculated by multiplying the total deposits by the expense factor provided (subject to a minimum total expense percentage of 10%), multiplied by ownership percentage, divided by the number of bank statements.
- Deposits x (expense ratio) x (ownership %) / 24 or 12 = qualifying income.
  - Example: $360,000 x .75 = $270,000 x .50 = $135,000 / 12 = $11,250

1.7.6.2.5 Third Party Prepared P&L Statement

Documentation Requirements

- 12- or 24- months of consecutive business bank statements, the most recent statement dated within 90-days of the note date and;
- P&L covering 12- or 24- months (determined by the months of bank statements provided)
  - Prepared or reviewed and acknowledged by a CPA/accountant, IRS Enrolled Agent, or tax preparer. Documentation is required to evidence the preparer's business.
  - Signed by the 3rd party preparer/reviewer

Income Calculation Method

- P&L Sales/Revenue must be supported by the provided bank statements. Total deposits reflected on the bank statements, minus any inconsistent deposits, must be greater than or no more than 20% below the sales/revenue reflected on the P&L. The bank statements and P&L must cover the same time period. If the deposits support the sales, qualifying income is the lower of:
  - The Net Income indicated on the P&L divided by the number of statements (24 or 12), or
  - Total deposits reported on the bank statements, minus any inconsistent deposits, divided by the number of statements (12 or 24).
- When analyzing the P&L Statement, the following may be added back to the applicant's income calculation:
  - Depreciation
  - Depletion
  - Amortization/casualty loss

1.7.6.3 NON-SUFFICIENT FUNDS

Non-sufficient funds (NSF) reflected on the bank statement must be considered. Overdraft protection fees associated with a pre-arranged link to a savings account or line of credit must also be considered unless one of the following conditions exist:

- Overdraft protection from a depository account: Occurrences may be excluded if statements for the linked account confirm that (a) the linked account balance at the time of the transfer exceeded the amount of the overdraft transfer, (b) the linked account's balance did not report as zero or negative at any point during the statement period of the transfer, and (c) the linked account did not itself receive overdraft protection proceeds during the statement period of the transfer.
- Overdraft protection from a line of credit: Occurrences may be excluded if statements for the linked account confirm that (a) the line's credit limit was not exceeded during the statement period of the transfer, and (b) a payment amount which equals or exceeds the sum of all overdraft protection occurrences analyzed in the statement period is made within 30 days after the statement close date.
- Occurrences included in the analysis are subject to the following tolerances:
  - An occurrence is defined as any day in which one or more transactions are reversed or declined
  - If there are one (1) or more occurrences in the most recent three-month time period, up to three (3) occurrences are allowed in the most recent 12-month time period.
  - If there are zero (0) occurrences in the most recent three-month time period, up to five (5) occurrences in the most recent 12-month time period are acceptable.
- Exception requests for tolerance deviations must include (a) a letter of explanation from the borrower outlining the reason for the occurrences and an explanation of how and when the issue leading to the occurrences was rectified, and (b) additional compensating factors outlined by the underwriter supporting the viability of income.
- The underwriter must consider the financial strength of a self-employed borrower's business.

1.7.7 ALT DOC – RENTAL INCOME

Rental income may be included in loan qualification for Alt Doc income types, to be considered the following documentation must be provided:

- Long Term Rental:
  - A copy of the lease(s) for the rental property.
  - Must provide two (2) months of proof of the receipt of rental income. The deposits must be to a separate bank account. Any deposits in the business bank statements used in the business income analysis are not eligible.
    - 75% of the verified monthly rental income can be used to offset the PITIA of the rental property.

        - If the deposits cannot be validated in a separate account, the full PITIA of the rental unit must be included in the qualifying DTI ratio.
    - If the transaction type is a purchase of an investment property, and income from the subject property is considered in the underwriting, proposed rental income from the comparable rent schedule, reflecting long term rental rates, may be used for qualifying if there is not a current lease or assignment of lease.

- Short Term Rental – Purchase Transaction
    - Gross Rents reduced by 20% to reflect extraordinary costs (i.e., advertising, furnishings, cleaning) associated with operating short-term rental property compared to non-short term property.
    - Any of the following methods may be used to determine gross monthly rental income:
        - Short term rental (STR) analysis form or 1007/1025 may be used. The analysis must include the following
            - Provide the source of the data used to complete the STR analysis
            - Include Comparable STR Properties, focusing on room count, gross living are (GLA), location, and market appeal
            - Include Daily rental rate and occupancy percentage
            - Factor seasonality and vacancy into the analysis
            - Must be completed by a licensed appraiser
        - AIRDNA (www.Airdna.com) Rentalizer / Property Earning Potential Report accessed Using the Explore Short-Term Rental Data, must meet the following requirements
            - Only allowed for purchase transaction
            - Gross Rents equal the revenue projection from the Property Earning Potential Report less the 20% extraordinary expense factor.
            - Revenue Projection equals the average daily rental rate times the occupancy rate
            - Forecast period must cover 12-months and dated 90-days within the Note date
            - Maximum occupancy limited to 2 individual per bedroom
            - Must have three (3) comparable properties similar in size, room, county, amenities, availability, and occupancy
            - Market Score or Sub-Market Score must be 60 or greater as reflected on the Property Earning Potential Report

- Short Term Rental – Refinance Transaction
    - Property leased on a short-term basis utilizing an on-line service such as Airbnb gross monthly rents can be determined by using a 12-month look back period to account for seasonality.
    - Rents for the look back period must be documented with either 12-monthly statements or an annual statement provided by the on-line service. In the event the borrower owns a single rental property, bank statements with deposits clearly identified/sourced as rental income can be substituted. If two or more rental properties owned, statements from an online service must be provided to associate rents received with the specific property.
        - 80% of the verified monthly rental income can be used to offset the PITIA of the rental property.

- Application of Rental Income:
    - Primary Residence
        - The monthly qualifying rental income (as defined above) must be added to the borrower's total monthly income. (The income is not netted against the PITIA of the property.)
        - The full amount of the mortgage payment (PITIA) must be included in the borrower's total monthly obligations when calculating the debt-to-income ratio.
    - Investment Property
        - If the monthly qualifying rental income (as defined above) minus the full PITIA is positive, it must be added to the borrower's total monthly income.
        - If the monthly qualifying rental income minus PITIA is negative, the monthly net rental loss must

be added to the borrower's total monthly obligations.
  - The full PITIA for the rental property is factored into the amount of the net rental income (or loss); therefore, it should not be counted as a monthly obligation.
  - The full monthly payment for the borrower's principal residence (full PITIA or monthly rent) must be counted as a monthly obligation.

1.7.8 ALT DOC – PROFIT & LOSS STATEMENT ONLY

Permitted for self-employed borrowers with a minimum of 25% ownership of the business. The Profit & Loss Statement (P&L) must be prepared by an individual with knowledge of the business sufficient to review or prepare a P&L Statement. Examples are 3rd party Certified Public Accountant (CPA), an IRS Enrolled Agent (EA), a CTEC registered tax preparer, or a Tax Attorney. PTIN is not allowed.

- Borrowers must be self-employed for at least two (2) years. The employment section of the URLA must be completed with a minimum of two (2) years self-employment history.
- Required documentation:
  - 12- or 24- month CPA, EA, CTEC, or Tax Attorney prepared P&L Statement representing total business sales and expenses for the time period covered by the P&L Statement.
  - Preparer to provide a signed document with all of the following:
    - Confirmation business has been in existence for a minimum of two (2) years
    - Indicate borrower's ownership percentage of the business
    - Confirmation the preparer completed or filed the most recent business tax return
      - If the CPA, EA, CTEC, or Tax Attorney has not completed or filed the borrower's most recent business tax return, the following must be provided:
        a. Two (2) months business bank statements for the most recent two (2) months reflected on the P&L statement.
           i. Deposits must support 80% of the monthly average sales/revenue reported on the P&L. If most recent 2 months business bank statements do not support 80% of the monthly average sales/revenue, continuous bank statements may be added to the analysis until the tolerance is met.
  - Current/active license or certification for the preparer:
    - State CPA license number as verified by license or screenshot from state licensing authority
    - IRS Enrolled Agent (EA) certification from IRS (e.g., screenshot of IRS web site)
    - CTEC certification from California (e.g., screenshot of CTEC web site)
    - State Attorney license number as verified by license or screenshot from state licensing authority

- Qualifying income:
  - Net income from the P&L Statement divided by the time period covered (12- or 24- months) multiplied by the borrower's ownership percentage.
  - Expenses on the P&L must be reasonable for the industry, MK Lending Corp. reserves the right to request additional information.
- The following may be added back to the qualifying income calculation:
  - Depreciation
  - Depletion
  - Amortization/Casualty Loss
- Ineligible sources of income:
  - Not-For-Profit entity
  - MK Lending Corp. reserves the right to request additional documentation when a 3rd party Certified Public Accountant (CPA), IRS Enrolled Agent (EA), CTEC registered tax preparer, or Tax Attorney prepares P&L Statements for multiple borrowers.

1.7.9 ALT DOC - IRS FORM 1099

Permitted for individual(s) earning 100% commission or for independent contractors.

- 1-year or 2-years of 1099s or 1099 transcript(s) permitted
  - One of the following Business expense analysis methods:
    - 90% Net Margin (10% Expense Factor), or
    - 3rd Party prepared P&L (CPA, EA, accountant, tax preparer).
- A minimum 2-year self-employment history is required (e.g., 1099 income) as documented from the Employment section of the loan application.
- Qualifying income is the 12- or 24- monthly average from the total number of 1099's minus the expense factor from the method chosen above
- YTD earnings must be documented when the 1099 reporting period is greater than 90 days from the note date. YTD earnings must support the ongoing receipt of income shown on the 1099s by:
  - Checks or a single check stub(s) with YTD totals if available, or
  - Bank statements (YTD).
    - The YTD earnings from the total of check stubs or the tally of deposits from bank statements must be within 10% or greater than earnings used for qualification.
- The Alt Doc Loan/LTV matrix should be utilized, see the Product Matrices.

1.7.10 ALT DOC – WRITTEN VERIFICATION OF EMPLOYMENT

A written Verification of Employment may be utilized when documenting wages/salary income. The following criteria applies:

- Two year history with the same employer is required.
- Completed FNMA Form 1005
- Minimum credit score:
  - Alt Prime - 680
- Primary Residence Only, second home, and investment allowed
- 24-month 0x30 housing history required.
- Paystubs, Tax Returns, 4506-C, or W-2's not required.
- Eligible for Alt Prime only
  - See Loan/LTV matrix for restrictions.
- Must be completed by Human Resource, Payroll Department or Officer of the Company.
- Two (2) Months Personal Bank Statements required to support the WVOE. The bank statements must

  reflect deposits from the employer supporting at least 65% of gross wage/salary reflected on the WVOE.
- First Time Homebuyer maximum LTV 70%, no gift funds allowed.
- Borrower(s) employed by family members or related individuals are not eligible.
- An internet search of the business is required with documentation to be included in the credit file to support the existence of the business.
- Other sources of income, documented using Alt Doc, are eligible and can be used to determine total household qualifying income.
  - For the borrower utilizing the WVOE, no other active employment income may be utilized, passive income such as rental income can be included.

1.7.11 ALT DOC - ASSET UTILIZATION

Asset Utilization may be used as the sole source of income for loan qualification or to supplement other income sources. When used to supplement other income sources, the minimum asset requirements under the qualification method is waived.

1.7.11.1 RESTRICTIONS

- Minimum credit score: 660
- See MK Lending Corp. Matrices for max LTV
- See MK Lending Corp. Matrices for max DTI
  - DTI limits:
    - First time homebuyer (FTHB): 45%
    - Less than 12-month housing history: 43%
- Gift funds not eligible

1.7.11.2 ASSET UTILIZATION QUALIFYING METHOD

Debt Ratio Calculation: Minimum Eligible Assets required is the lower of $1,000,000 or 150% of the loan balance. Qualifying income based upon Total Assets Eligible for Depletion, less down payment, less out of pocket closing costs, less required reserves, divided by 84.

1.7.11.3 ASSET UTILIZATION INCOME DOCUMENTATION

Required documentation consists of the following:

- All individuals listed on the asset account(s) must be on the Note and Mortgage.
- Assets considered for this program must be verified with most recent three (3) monthly account statements, quarterly statement, or a VOD.
- Assets must be seasoned 90 days.

1.7.11.4 ASSETS ELIGIBLE FOR DEPLETION

Assets must be liquid and available with no penalty; additional documentation may be requested to validate the origin of the funds:

- 100% of Checking, Savings, Money Market Accounts, and US Treasuries with maturity < 1-year.
- 100% of the cash surrender value of life insurance less any loans may be considered for assets.
- 70% of Stocks, Bonds, and Mutual Funds.
- 70% of Retirement Assets: Eligible if the borrower is of retirement age (at least 59 ½).
- 60% of Retirement Assets: Eligible if the borrower is not of retirement age.
- Trust Assets:
  - Apply appropriate percentages of the assets held as noted above
  - Trustees statement or trust agreement must be provided verifying terms of the trust for the following:
    - Assets held in a revocable trust where the trustee to the trust is the borrower.
    - Assets in an irrevocable trust where the borrower is the beneficiary, and the borrower has immediate access to the assets of the trust.
    - Based upon the assets held in the trust, the above asset percentages apply.

1.7.11.5 ASSETS INELIGIBLE FOR DEPLETION

- Equity in Real Estate;
- Privately traded or restricted/non-vested stocks;
- Any asset which produces income already included in the income calculation:
- Any assets held in the name of a business;
- Assets held in an irrevocable trust where the beneficiary of the trust is not the borrower;
- Assets held in a charitable giving trust, donor advised fund, or similar entity where the intended beneficiary is not the borrower.

1.8 DEBT SERVICE COVERAGE (INVESTMENT PROPERTY)

Debt Service Coverage Ratio transactions are available to experienced investors purchasing or refinancing investment properties for business purposes. The typical borrower is expected to have a history of managing income-producing rental properties or has a significant equity down payment in a purchase transaction. The borrower is required to execute a Borrower Certification of Business Purpose and an Occupancy Certification. For examples of these forms, see the following links: Borrower Certification of Business Purpose / Occupancy Certification.

1.8.1 BORROWER/GUARANTOR EXPERIENCE

1.8.1.1 EXPERIENCED INVESTOR

- An experienced residential investor is a borrower/guarantor having a history of owning and managing non-owner occupied residential real estate for at least one (1) year in the last three (3) years. Ownership of commercial income producing property may also be used as evidence of investor experience.
  - For files with more than one borrower/guarantor, only one borrower/guarantor must meet the definition.
- Ownership history can be documented for other REO with one of the following:
  - Mortgage history on credit report
  - Property profile report
  - Other 3rd party documentation (e.g., Fraud Report, Settlement Statement, Closing Disclosure)

1.8.1.2 FIRST TIME INVESTOR

First Time Investor is a borrower/guarantor that is purchasing an investment property for the first time, meaning they have not previously owned a property intended for rental income, resale, or other investment purposes. First time investors that do not currently own a primary residence are ineligible for Investor Solutions DSCR programs, and see matrices for eligibility.

First Time Investors are eligible subject to the following restrictions:

- First-time home buyer not allowed
- Minimum credit score: 700
- Minimum of 36-months seasoning from any credit event.
- 1-Unit only
- DSCR > 1
- For borrowers living with a spouse, see Section 1.8.2.3 – Housing History - DSCR

1.8.2 1-4 FAMILY RESIDENTIAL PROPERTY

1.8.2.1 PROPERTY INCOME ANALYSIS

Gross monthly rents are used to determine the DSCR. See the appropriate Long Term or Short Term requirements below for rental income documentation and DSCR calculation.

1.8.2.1.1 LONG TERM RENTAL DOCUMENTATION AND DSCR CALCULATION

- Purchase Transactions
  - Monthly Gross Rents are the monthly rents established on FNMA Form 1007 or 1025 reflecting long term market rents.
  - If the subject property is currently tenant occupied, the 1007 or 1025 must reflect the current monthly rent. Monthly gross rent is to be evaluated for each unit individually

    - If using the lower of the actual lease amount or estimated market rent, nothing further is required.
    - If using a higher actual lease amount, evidence of 2-months of receipt is required, and the lease amount must be within 120% of the estimated market rent from the 1007 or 1025. If the actual rent exceeds the estimated market rent by more than 120%, the rents are capped at 120%.
    - If using a higher estimated market rent from 1007/1025, it must be within 120% of the lease amount. If the estimated market rent exceeds the lease amount by more than 120%, the estimated market rent is capped at 120%.
  - A vacant or unleased property is allowed without LTV restriction.
  - Units subject to rent control or housing subsidy must utilize current contractual rent to calculate DSCR.
- Refinance Transactions
  - Required documentation:
    - Original appraisal report reflecting tenant-occupied, and
    - FNMA Form 1007 or 1025 reflecting long term market rents, and
    - Executed lease agreement.
      . Leases that have converted to month-to-month are allowed
      - If lease agreement is not provided, LTV/CTLV, is limited to lesser of 70% or per DSCR/FICO/Loan balance matrix
  - A vacant property as indicated on the appraisal is allowed subject to the following:
    - LTV/CLTV limits: Lesser of 70%, or the LTV/CLTV based upon the DSCR/FICO/Loan balance matrix.
  - Monthly Gross Rents are determined by using the actual lease amount or estimated market rent from 1007/1025 as follows:
    - If using the lower of the actual lease amount or estimated market rent, nothing further is required.
    - If using a higher actual lease amount, evidence of 2-months of receipt is required, and the lease amount must be within 120% of the estimated market rent from the 1007 or 1025. If the actual rent exceeds the estimated market rent by more than 120%, the rents are capped at 120%.
    - If using a higher estimated market rent from 1007/1025, it must be within 120% of the lease amount. If the estimated market rent exceeds the lease amount by more than 120%, the estimated market rent is capped at 120%.
  - Units subject to rent control or housing subsidy must utilize current contractual rent to calculate DSCR.
- DSCR Calculation
  - Debt Service Coverage Ratio is the Monthly Gross Rents divided by the PITIA of the subject property. See the MK Lending Corp. Eligibility Matrix for required Debt Service Coverage Ratios.
  - PITIA: Gross rents divided by PITIA = DSCR
  - ITIA: Gross rents divided by ITIA = DSCR

1.8.2.1.2 SHORT TERM RENTAL (E.G., AIRBNB, VRBO, FLIPKEY) DOCUMENTATION AND DSCR CALCULATION

Short term rentals are properties which are leased on a nightly, weekly, monthly, or seasonal basis.

- Short Term Rental Income – Purchase and Refinance Transactions
  - LTV/CLTV limits:
    - Purchase: Lesser of 75%, or the LTV/CLTV based upon the DSCR/FICO/Loan balance matrix.
    - Refinance: Lesser of 70%, or the LTV/CLTV based upon the DSCR/FICO/Loan balance matrix.
    - See matrix for Condo Hotel LTV/CLTV limits.
  - DSCR calculation:
    - Monthly gross rents based upon a 12-month average to account for seasonality required.
    - Gross rents reduced by 20% to reflect extraordinary costs (i.e., advertising, furnishings, cleaning) associated with operating short-term rental property compared to non-short-term property. If the rental documentation referenced below includes expenses, actual expenses should be compared to the 20% expense factor. If actual expenses are less than 20%, a minimum 20% expense factor is required to be utilized. If actual expense exceeds 20%, the actual expense factor should be used.
    - PITIA: (Gross Rents * .80) divided by PITIA = DSCR.

        - ITIA: (Gross Rents * .80) divided by ITIA = DSCR.

- When short-term rental income is documented using multiple sources, the lowest source of monthly income is to be utilized for calculating DSCR.
- Any of the following methods may be used to determine gross monthly rental income:
    - Short-term rental (STR) analysis form or 1007/1025 may be used. The Analysis must include the following :
        - Provide the source of the date used to completed the STR analysis
        - Include comparable STR properties, focusing on room county, gross living area (GLA), location, and market appeal
        - Include daily rental rate and occupancy percentage
        - Factor seasonality and vacancy into the analysis
        - Must be completed by a licensed appraiser
    - The most recent 12-month rental history statement from the 3rd party rental/management service.
        - The statement must identify the subject property/unit, rents collected for the previous 12-months, and all vendor management fees. The qualifying rental income must be net of all vendor or management fees.
    - The most recent 12-month bank statements from the borrower evidencing short term rental deposits. Borrower must provide rental records for the subject property to support monthly deposits.
    - AIRDNA (www.Airdna.co) Rentalizer/Property Earning Potential Report accessed using the Explore Short-Term Rental Data, must meet the following requirements:
        - Rentalizer (Property Earning Potential Report)
            - Only allowed for purchase transaction.
            - Gross Rents equal the revenue projection from the Property Earning Potential Report.
                a. The gross rents are subject to the application of the 20% extraordinary expense factor.
                b. Revenue projection equals the average daily rental rate times the occupancy rate.
            - Forecast Period must cover 12-months and dated 90-days within the Note date.
            - Must have three (3) comparable properties similar in size, room count, amenities, availability, and occupancy.
            - Maximum occupancy limited to 2 individuals per bedroom.
            - Market score must be 60 or greater as reflected on the Property Earning Potential Report.

1.8.2.2 DEBT SERVICE COVERAGE RATIO (DSCR)

Debt Service Coverage Ratio is the Monthly Gross Income divided by the PITIA (or ITIA for interest-only loans) of the subject property. See the MK Lending Corp. Eligibility matrix for required Debt Service Coverage Ratios. See Section 1.1.3
- Qualifying Payment for further guidance regarding Qualifying Payments.

- Calculating Real Estate Tax Payment for subject property:
    - For purchase and construction-related transactions, the Seller must use a reasonable estimate of the real estate taxes based on the value of the land and the total of all new and existing improvements.
        - State of California exception: Use 1.25% of the purchase price to determine the monthly tax payment.
    - For refinance transactions, use the current tax assessment.

Example: Sample Debt Service Coverage Ratio Calculation

Single Family Purchase Money Transaction
Monthly PITIA = $650
Estimated Monthly Market Rent (FNMA Form 1007) = $850
Existing Lease Monthly Rent = Not Available
Use Market Rent of $850 *(Estimated Monthly Market Rent when a lease is not available for a purchase transaction)*.
Gross Rents **($850)** ÷ PITIA **($650)** = **DSCR (1.30)**

1.8.2.3 HOUSING HISTORY – DSCR

- Housing history for the DSCR Doc type is required for the borrower's primary residence and the subject property if a refinance transaction. Any mortgage tradeline reported on the credit report for any property owned by the borrower needs to be included in the housing history eligibility.
- The documentation requirements under Section 1.5.5.1 – Mortgage Verification should be followed for verification.
    - An updated mortgage history, defined as paid current as of 45 days of the loan application date, is only needed for the primary residence and subject property.
    - Primary residence owned free & clear requires a Property Profile Report or similar document.
        - Payment history evaluation for property taxes and insurance is not required.
- For any non-subject property, non-primary mortgages not reporting to the credit bureau, additional housing history is not required.
- For refinance transactions of the subject property, when the existing financing is a Paid In Kind (PIK) loan, a copy of the note must be provided in the credit file to determine required payments. Notes allowing interest to accumulate during the term of the loan are eligible, however, all refinance transactions are treated as cashout.
- First time homebuyers (FTHB) living with a spouse are eligible with the following:
    - Spouse owns the primary residence
        - Evidence spouse is on title, and
        - Proof of 12- month payment history, or evidence the primary residence is owned free & clear

1.8.2.4 RESTRICTIONS

- See the MK Lending Corp. Matrices for the maximum LTV/CLTV.
- If the loan amount is < $150,000 the minimum DSCR is 1.25.
- Minimum credit score of 640.
- Rural property and acreage restrictions: See individual matrices
- Gift funds permitted after a minimum 10% borrower contribution, documented per 1.6.2 – Asset Documentation.
- Neither the Borrower(s) nor the borrower's immediate family shall at any time occupy the property.
- Cash-out on an investment property where loan proceeds are used for consumer purposes.
- When the subject property is encumbered by a blank/cross collateralized loan, the transaction is considered cashout. Copy of the note will be required to verify the payoff/release terms.
- Interest reserve accounts are not permitted.

1.8.2.5 BORROWER APPLICATION

- FNMA Form 1003 (URLA) or Business Purpose Loan Application to be provided.
    - Borrower information section of the loan application should be completed.
    - REO section at a minimum to include the borrower's primary residence and subject property if refinance.
    - Borrower's contact information to be provided on the loan application.

1.8.2.6 DEFAULT EVENT

If a loan payment is delinquent for 60 days, MK Lending Corp. 's loan servicer will enforce provisions from the following:

- 1-4 Family Rider (FNMA Form 3170): Paragraph "G" – Assignment of Leases.
- Assignment of Leases and Rents Rider: Paragraph 5

1.8.3 5-8 RESIDENTIAL PROPERTY

1.8.3.1 PROPERTY INCOME ANALYSIS

- Minimum DSCR >= 1.00.
- DSCR = Eligible monthly rents/PITIA (Loans with an interest only feature may use the ITIA payment).
- Leased – Use lower of Estimated market rent or lease agreement.
- Vacant Unit(s) – Use 75% of market rents.
  - Max: 1 vacancy on 2-3 Unit properties, 2 vacancies on 4+ Units.
  - Vacant residential units must be actively marketed for rent. Provide screenshot of listing or other documentation.
  - Vacant commercial space not allowed.
- Reduce qualifying rents by any management fee reflected on appraisal report.
- Copies of any existing leases must be provided (Purchase and Refinance transactions).
  - If the lease has been converted to month-to-month, then provide the most recent two (2) months proof of receipt to evidence continuance of lease.
- Income from commercial space must not exceed 49.99% of the total property income.
- Short-term rental use/income not eligible.
- Neither the Borrower(s) nor the borrower's immediate family shall at any time occupy the property.

1.8.3.2 BORROWER EXPERIENCE

- Experienced Investors only, borrower must have a history of owning and managing commercial or non-owner occupied residential real estate for at least 1 year in the last 3 years.
- First time investors are not eligible.

1.8.3.3 ELIGIBLE PROPERTY

- Residential 5 – 8 Unit Buildings
  - Residential unit(s) not permitted to be occupied by the borrower or the borrower's immediate family.
  - Residential Unleased Units
    - Maximum 1-unit on 2-3 unit property
    - Maximum 2-units on 4+ unit property
  - Maximum 2-acres

1.8.3.4 PROPERTY CONDITION

- No Fair or poor ratings.
- No environmental issues (Storage or use of hazardous material i.e., dry cleaner, laundromat, chemical storage, fuel station, auto body repair)
- No health or safety issues (As noted by appraiser, i.e., broken windows, stairs)
- No excessive deferred maintenance that could become a health or safety issue for tenants
- No structural deferred maintenance, (i.e., Foundation, roof, electrical, plumbing

1.8.3.5 PREPAYMENT PENALTY

Eligible prepayment penalties limited to either a fixed percentage or declining percentage style

1.8.3.6 ELIGIBILITY REQUIREMENTS

The maximum loan term cannot exceed 30 years.

1.8.3.7 ASSETS

For asset documentation requirements, follow DSCR guidelines. Gift funds are not allowed DSCR Multi

1.9 PROPERTY ELIGIBILITY

1.9.1 APPRAISALS

1.9.1.1 APPRAISAL REQUIREMENTS 1-4 UNIT RESIDENTIAL

MK Lending Corp. reserves the right to review all valuation reports and determine if the subject property value is supported.

Appraisers must meet all industry standards and be State Certified. All real estate appraisals must be performed according to the Uniform Standards of Professional Appraisal Practice (USPAP) and Fannie Mae® guidelines, including Universal Appraisal Dataset (UAD) requirements. Appraisal assignments must be obtained in a manner that maintains appraiser independence and does not unduly influence the appraiser to meet a predetermined value. MK Lending Corp. reserves the right to restrict the use of any specific appraiser and/or appraisal management company at its discretion.

Sellers are responsible for reviewing the appraisal report for accuracy, completeness, and its assessment of the marketability of the subject property. The Seller needs to determine that the subject property provides acceptable collateral for the loan. For guidance in the manual review of an appraisal report, see the Appraisal Review Guide.

The age and price of the subject property should fall within the age and price range of properties in the subject neighborhood. Comparable properties should be selected from the same neighborhood when possible. Selection of a comparable outside the subject neighborhood should be addressed within the report. For condominiums, at least one comparable should be from outside the subject project. Ideally, comparable sales should be within six months of the report date. Older comparable sales that are the best indicator of value should be addressed in comments by the appraiser.

A Full Interior/Exterior appraisal report, including color photographs, requires use of one of the following forms depending on the property type:

- Uniform Residential Appraisal Report – Fannie Mae®/Freddie Mac Forms 1004/70
- Small Residential Income Property Report – Fannie Mae®/Freddie Mac Forms 1025/72
- Individual Condominium Unit Appraisal Report – Fannie Mae®/Freddie Mac Forms 1073/465
- Appraisal Update and/or Completion Report – Fannie Mae®/Freddie Mac Forms 1004D/442
- Single Family Comparable Rent Schedule – Fannie Mae®/Freddie Mac Forms 1007/1000

Sellers must order appraisals using one of two processes. The appraisal must either be ordered through an Appraisal Management Company (AMC) that complies with Appraiser Independence Requirements (AIR), or via the correspondent's own AIR-compliant process.

1.9.1.1.1 APPRAISER LICENSE AND CERTIFICATION

The appraisal report forms identify the appraiser as the individual who:

- Performed the analysis, and
- Prepared and signed the original report as the appraiser.

This does not preclude appraisers from relying on individuals who are not state-licensed or state-certified to provide significant professional assistance, such as an appraiser trainee.

1.9.1.1.2 Supervisory Appraiser

If a supervisory appraiser is used, the supervisory appraiser does not need to physically inspect the subject property or comparables, but must sign the right side of the report and certify that they:

- Directly supervised the appraiser that prepared the appraisal report, and
- Reviewed the appraisal report, and
- Agree with the statements and conclusions of the appraiser, and
- Agreed to be bound by the certifications as set form in the appraisal report forms, and
- Take full responsibility for the appraisal report.

When an appraisal is completed by a trainee, a supervisory appraiser with a certified level license is required to sign the report.

1.9.1.1.3 Appraisal Trainee

A trainee may perform a significant amount of the appraisal (or the entire appraisal if they are qualified to do so) and must sign the left side of the appraisal certification as the Appraiser if:

- They are working under the supervision of a state-licensed or state-certified appraiser as an employee or sub-contractor, and
- The right side of the appraiser certification is signed by that supervisory appraiser, and
- It is acceptable under state law.

If the jurisdiction does not provide license numbers for trainees, the term Trainee should be entered in the Other field in the Appraiser Certification section.

1.9.1.1.4 APPRAISAL AGE

The appraisal should be dated no more than 365 days prior to the Note date.

When an appraisal report will be more than 120 days old on the date of the Note, regardless of whether the property was appraised as proposed or existing construction, the appraiser must inspect the exterior of the property and review current market data to determine whether the property has declined in value since the date of the original appraisal. This inspection and the results of the analysis must be reported on the Appraisal Update and/or Completion Report (FNMA Form 1004D).

- If the appraiser indicates on FNMA Form 1004D that the property value has declined, then the seller must obtain a new appraisal for the property.
- If the appraiser indicates on FNMA Form 1004D that the property value has *not* declined, then the seller may proceed with the loan in process without requiring any additional fieldwork.

Not eligible for MK Lending Corp. purchase: Properties for which the appraisal indicates condition ratings of C5 or C6, or a quality rating of Q6, as determined under the Uniform Appraisal Dataset (UAD) guidelines. MK Lending Corp. will consider purchase if the issue has been corrected prior to loan funding and with proper documentation.

1.9.1.1.5 SECOND APPRAISAL

A second appraisal is required when any of the following conditions exist:

- The loan balance exceeds $2,000,000 for a single property loan.
  - (2nd appraisal not required when Form 71A Multifamily or a commercial narrative report utilized).
- The transaction is a flip as defined in the Property Flips section of this guide.
- As required under the Appraisal Review Products section of this guide.

When a second appraisal is provided, the transaction's "Appraised Value" will be the lower of the two appraisals. The second appraisal must be from a different company and appraiser than the first appraisal.

1.9.1.1.6 APPRAISAL EVALUATION

The sales comparison approach must be used as the final appraised value.

1.9.1.1.7 Subject Analysis

- Loans Vesting in an Entity: Borrower name disclosed on the appraisal report may reflect the individual member(s) of the entity or the entity name.

1.9.1.1.8 Neighborhood Analysis

- Neighborhood boundaries should be described using four (4) cardinal directions, streets, waterways, other geographic features, and natural boundaries that define separation of one neighborhood from another.
- Neighborhood characteristics should be described with types and sizes of structures, architectural styles, current land uses, site sizes, and street patterns or designs.
- Factors that affect value and marketability should be mentioned in as much detail as possible – e.g., proximity of the property to employment and amenities, public transit, employment stability, market history, and environmental considerations.

1.9.1.1.9 Existing Construction

- If the appraiser reports the existence of minor conditions or deferred maintenance items that do not affect the safety, soundness, or structural integrity of the property, the appraiser may complete the appraisal "as is." These items must be reflected in the appraiser's opinion of value.
- When there are incomplete items or conditions that do affect the safety, soundness, or structural integrity of the property, the property must be appraised subject to completion of the specific alterations or repairs. These items can include a partially completed addition or renovation, or physical deficiencies that could affect the safety, soundness, or structural integrity of the improvements, including but not limited to, cracks or settlement in the foundation, water seepage, active roof leaks, curled or cupped roof shingles, or inadequate electrical service or plumbing fixtures. In such cases, the Seller must obtain a certificate of completion from the appraiser before the mortgage is delivered to MK Lending Corp..
- Permanent and Functioning Heat Source – A permanent heat source is required except for properties located in geographic areas where it is typical not to have heat source and has no adverse effect on marketability.

1.9.1.1.10 Subject Section

The appraiser is required to research and identify whether the subject property is currently for sale or if it has been offered for sale in the 12-months prior to the effective date of the appraisal. If the answer is 'No,' the data source(s) used must be provided. If the answer is 'Yes,' the appraiser must report on each occurrence or listing and provide the following information:

- Offering price(s).
- Offering date(s).
- Data source(s) used. For example, if the subject property is currently listed for sale and was previously listed eight months ago, the appraiser must report both offerings.

1.9.1.1.11 Actual and Effective Ages

There is no restriction on the actual age of the dwelling. Older dwellings that meet general requirements are acceptable. Improvements for all properties must be of the quality and condition that will be acceptable to typical purchasers in the subject neighborhood. The relationship between the actual and effective ages of the property is a good indication of its condition. A property that has been well-maintained generally will have an effective age somewhat lower than its actual age. On the other hand, a property that has an effective age higher than its actual age probably has not been well-maintained or might have a specific physical problem. In such cases, the Seller should pay particular attention to the condition of the subject property in its review of any appraisal report. When the appraiser adjusts for the "Year Built," he or she must explain those adjustments.

1.9.1.1.12 Accessory Dwelling Units

An Accessory Dwelling Unit (ADU) is an additional living area independent of the primary dwelling that may have been added to, created within, or detached from the primary dwelling. Example of an ADU include, but are not limited to, a living area over the garage, a walk-out basement, or a small addition to the primary dwelling.

MK Lending Corp. will purchase a one-unit property with up to two ADU's. an accessory dwelling unit (ADU).

Accessory Dwelling Unit (ADU) requirements:

- ADU square footage must be smaller than the primary dwelling
- ADU must have separate features from the primary dwelling for the following
  - Means of ingress/ egress
  - Kitchen
  - Sleeping area
  - Bathing area / bathroom facilities
- Kitchen must include cabinets, countertop, sink with running water and stove
- Construction of the ADU must be consistent with the quality of the primary dwelling
- If it determined that the property contains on ADU that is not allowed under zoning, the property is eligible, as follows:
  - Hazard Insurance replacement cost coverage must include the ADU
  - Illegal use conforms to the subject neighborhood and market
  - Appraisal report demonstrates that improvements are typical for the market through an analysis of at least two comparable sales with the same non-compliant zoning use.
- If an ADU can only be accessed through the primary dwelling or the area is open to the primary dwelling, it is not considered an ADU and is ineligible as an ADU

Other Requirements:

- The property is defined as a one-unit property with up to two ADU's
  - Three or more ADU's on a single lot are not permitted
- Appraisal report
  - Include a description of the ADU and analyze the effect it has on marketability of the subject property
  - Demonstrates that the improvements are typical for the market through an analysis of at least one comparable property with the same use and same number of ADU's
  - Form 1025 must be completed when there are two ADU's
- Rental income may be used for the accessory unit subject to the following:
  - Appraisal report to reflect zoning compliance is legal or in compliance with zoning laws
  - Permits are to be verified if required by the jurisdiction
  - Appraisal report to include at least one comparable with the same number of ADU's as the subject property
  - Gross Market rents must be itemized when there are two ADU's that generate renal income.
  - Purchase Transactions:
    - Owner-Occupied/2nd Home: Income from the accessory unit may not be used as qualifying income
    - Investment:
      - Long Term Rental: Use the lower of the market rent on FNMA Form 1007/1025 or actual rent, if the lease is transferred (copy of lease agreement required)
      - Short Term Rental: Follow documentation requirements for the selected doc type
        - If using AirDNA, total bedroom count should include both the primary dwelling and ADU(s)
  - Refinance Transaction:
    - Owner-Occupied/2nd Home: Income from the accessory unit may not be used as qualifying

income
- Long Term Rental: Use the lower of the market rent on FNMA Form 1007/1025 or actual rent. When documenting actual rent follow requirements for the selected doc type
- Short Term Rental: Follow documentation requirements for the selected doc type
    - If using AirDNA, total bedroom count should include both the primary dwelling and ADU(s)

1.9.1.1.13 Outbuildings

A Seller must give properties with outbuildings special consideration in the appraisal report review to ensure that the property is residential in nature. Descriptions of the outbuildings should be reported in the Improvements and Sales Comparison Approach sections of the appraisal report form.

TYPE OF OUTBUILDING	SUITABILITY
Minimal outbuildings, such as small barns or stables, that have relatively insignificant value in relation to the total appraised value of the subject property	The appraiser must demonstrate, using comparable sales with similar amenities, that the improvements are typical of the residential properties in the subject area for which an active, viable residential market exists.
An atypical minimal building	The property is acceptable provided the appraiser's analysis reflects little or no contributory value for it.
Significant outbuildings, such as silos, large barns, storage areas, or facilities for farm-type animals	The presence of the outbuildings may indicate that the property is agricultural in nature. The Seller must determine whether the property is residential in nature, regardless of whether the appraiser assigns value to the outbuildings.

1.9.1.1.14 Solar Panels

Solar panels that are leased from or owned by a third party under a power purchase agreement or other similar financing arrangement must be considered personal property and not be included in the appraised value of the property. See Section 1.10 – Solar Panels for additional criteria.

1.9.1.1.15 Private Roads

Require a permanent easement for ingress and egress with provisions for road maintenance.

1.9.1.1.16 Rural Property

A Property is classified as rural if:
- The appraiser indicates in the neighborhood section of the report a rural location or
- The following two (2) conditions exist:
    - The property is located on an unpaved road, and
    - Two of the three comparable properties are more than five (5) miles from the subject property

See MK Lending Matrices for program eligibility and LTV restrictions

Transfer of Appraisal

A transferred appraisal report is acceptable provided the report meets the seller's appraisal requirements for independence.

1.9.1.2 APPRAISAL REQUIREMENTS 5-8 RESIDENTIAL

1.9.1.2.1 APPRAISAL AGE

Appraisals dated fewer than 120 days prior to the Note date are acceptable. After 120 days, a new appraisal is required.

1.9.1.2.2 5-8 UNIT RESIDENTIAL PROPERTIES

A full interior inspection with photos is required for all units. The sales comparison approach should be used as the appraised value.

One of the following appraisal forms are acceptable:

- FHLMC Form 71A, FHLMC Form 71B, FNMA Form 1050 **or**
- A narrative report can be utilized and must include the sales approach with repeat sales analysis in value determination.

1.9.1.2.3 PROPERTY CONDITION

- No fair or poor ratings
- No environmental issues (Storage or use of hazardous material i.e., Dry Cleaners, Laundromat)
- No health or safety issues (As noted by appraiser, i.e., broken windows, stairs)
- No excessive deferred maintenance that could become a health or safety issue for tenants
- No structural deferred maintenance, (i.e., Foundation, roof, electrical, plumbing)

1.9.1.3 APPRAISAL REVIEW REQUIREMENTS

1.9.1.3.1 APPRAISAL REVIEW PRODUCTS 1-4 RESIDENTIAL PROPERTY

An appraisal review product is required on every loan file unless a second appraisal is obtained. The appraisal review product should provide an "as is" value for the subject property (the "Appraisal Review Value") as of the date of the subject loan transaction.
The following options are eligible review products:

- ☐ The Seller may submit the appraisal report to Collateral Underwriter® (CU®) or Loan Collateral Advisor® (LCA). An eligible score is 2.5 or less. The file must include a copy of the Submission Summary Report (SSR). (Only one score required, if both scores (CU & LCA) provided, both required to be 2.5 or less). If the score exceeds 2.5, the file must include either an enhanced desk review, AVM, field review, or second appraisal.
- ☐ An enhanced desk review product from one of the following choices:
  - CDA from Clear Capital
- ☐ If the enhanced desk review product reflects a value more than 10% below the appraised value or cannot provide a validation, the file must include either a field review or a second appraisal. A field review or a second appraisal is acceptable. These may not be from the same appraiser or appraisal company as the original report.
- ☐ AVM from an approved vendor with an acceptable FSD score range. AVM value must be within 10% of the appraised value
  - AVM may not be more than 90-days old at closing (date the note is signed)
  - If the AVM reflects a value more than 10% below the appraised value or cannot provide a value, the file must include an enhanced desk review product, field review, or a second appraisal. These may not be from the same appraiser or appraisal company as the original report.

1.9.1.3.2 AVM Vendors

THE FOLLOWING AVM VENDORS ARE ACCEPTABLE:	
AVM Vendor	**Acceptable FSD Score Range**
Clear Capital	0.00 to 0.13
Collateral Analytics	0.00 to 0.10

House Canary	0.00 to 0.10
Red Bell Real Estate (Homegenius)	0.00 to 0.10

1.9.1.3.3 APPRAISAL REVIEW PRODUCT DSCR Multi

An appraisal review product is required from one of the following:

- ☐ A commercial sales and income Broker Price Opinion (BPO) is required. The appraised value is considered valid if the BPO is greater than or not more than 10% below the value of the appraisal. If the BPO is more than 10% below the appraised value, then the BPO value is used to determine the loan LTV.
- ☐ A second appraisal may be provided. The transaction's "Appraised Value" will be the lower of the two appraisals. The second appraisal must be from a different company and appraiser than the first appraisal.

1.9.1.4 MINIMUM PROPERTY REQUIREMENTS

MINIMUM SQUARE FOOTAGE		
Single Family 700 sq. ft.	Condominium 500 sq. ft.	2-8 Units 400 sq. ft per individual unit

All properties must:

- ☐ Be improved real property.
- ☐ Be accessible and available for year-round residential use.
- ☐ Contain a full kitchen and a bathroom.
- ☐ Represent the highest and best use of the property.
- ☐ Not contain any health or safety issues.

1.9.1.5 PERSONAL PROPERTY

Any personal property transferred with a real property sale must be deemed to have zero transfer value, as indicated by the sales contract and the appraisal. If any value is associated with the personal property, the sales price and appraised value must be reduced by the personal property value for purposes of calculating the LTV/CLTV.

1.9.1.6 ESCROW HOLDBACKS

Escrow holdbacks are not allowed. Any repair or maintenance required by the appraiser must be completed prior to loan purchase. MK Lending Corp. will not acquire any loan with an escrow holdback.

1.9.1.7 DECLINING MARKETS

The loan transaction is subject to an LTV/CLTV cap, program specific, if the property is in a declining market. Declining markets are determined by a) property location in a State identified by MK Lending Corp., or b) the appraisal report reflects a declining market under housing trends. State eligibility is referenced on the Loan LTV Matrices. The program specific LTV/CLTV caps are as follows:

- ☐ 1Yr Income Prime/P&L Prime/ Alt Doc
  - 85% LTV Purchase
  - 80% Refinance
- ☐ DSCR
  - 75% LTV Purchase

- 70% LTV Refinance
- ☐ ITIN, DSCR Multi, Foreign National
  - Maximum LTVs don't require a market adjustment

1.9.2 PROPERTY TYPES

1.9.2.1 ELIGIBLE PROPERTIES

- ☐ Single Family Detached
- ☐ Single Family Attached
- ☐ Planned Unit Development (PUD)
  - Single Family Detached homes with PUD riders
- ☐ De minimus Planned Unit Development (dPUD)
  - PUD with "de minimus" monthly HOA dues
- ☐ 2-4 Unit residential properties
- ☐ 5-8 Unit residential properties (DSCR only)
- ☐ Condominium (See Section 1.9.10 - Condominiums Projects for complete condominium eligibility criteria)
- ☐ Condo hotels (See Section 1.9.10.3 - Condominium Hotels for complete condominium eligibility criteria)
- ☐ Modular homes
- ☐ Properties of 20 acres or less
- ☐ Leaseholds (in areas where leaseholds are common)

1.9.2.1.1 TILA HIGHER PRICED MORTGAGE LOANS (HPML) APPRAISAL RULE 1026.35(A)(1) (PROPERTY FLIPS)

- Applies to covered HPML transactions.
  - Qualified Mortgages (QM) are excluded.
- A property is considered a "flip" if either of the following are true:
  - The price in the borrower's purchase agreement exceeds the property Seller's acquisition price by more than 10% if the property Seller acquired the property 90 or fewer days prior to the date of the borrower's purchase agreement. The price in the borrower's purchase agreement exceeds the property Seller's acquisition price by more than 20% if the property Seller acquired the property 91-180 days prior to the date of the borrower's purchase agreement.
    - The acquisition date is the day the seller became the legal owner. The purchase date is the day the borrower and the seller sign the home purchase agreement. Start with the day after the acquisition date and count up to and including the purchase date.
- If the property is a "flip" as defined above, the following additional requirements apply:
  - A second appraisal must be obtained.
  - If the loan is subject to Regulation Z, a copy of the second appraisal must be provided to the borrower in compliance with the federal HPML requirements.
  - The second appraisal must be dated prior to the loan consummation/note date.
  - The property Seller on the purchase contract must be the owner of record.
  - Increases in value should be documented with commentary from the appraiser and recent comparable sales.
  - Sufficient documentation to validate the actual cost to construct or renovate (e.g., purchase contracts, plans and specifications, receipts, invoices, lien waivers, etc.) must be provided, if applicable.

1.9.2.2 INELIGIBLE PROPERTIES

- Vacant land or land development properties
- Properties not readily accessible by roads that meet local standards
- Properties not suitable for year-round occupancy, regardless of location
- Properties with agricultural features (e.g., vineyards, farms, ranches, orchards, equestrian facilities)

- Manufactured or Mobile homes
- Units subject to timeshare arrangements
- Properties with fractional ownership
- Units in a Co-op development
- Properties used as boarding houses, bed/breakfast, or single room occupancy (e.g., pad split app)
- Properties used as healthcare facilities (e.g., assisted living, elder care, recovery/treatment)
- Properties with nonresidential, income-producing structures on premise (e.g., billboards, cell phone towers, commercial workshop)
- Properties with zoning violations or illegal use
- Dome or geodesic properties
- Properties on Native American Land (Reservations)
- Log homes that are not common to the area
- Hawaii properties located in lava zones 1 and/or 2
- Houseboats
- Properties used for the cultivation, distribution, manufacture, or sale of marijuana
- Barn Conversions (barndonminiums)

1.9.3 ACREAGE LIMITATIONS

- A maximum of 20 acres (DSCR transactions limited to 2 acres)
- No truncating allowed

1.9.4 STATE ELIGIBILITY

CA, AZ, CO, FL, GA, MD, NJ, TX, VA, WA

1.9.5 TEXAS HOME EQUITY LOANS 50(A)(6)

A Texas Section 50(a)(6) mortgage is a home equity loan originated under the provisions of Article XVI, Section 50(a)(6), of the Texas Constitution, which allow a borrower to take equity out of a homestead property under certain conditions. All loans must comply with the requirements listed in the Texas Constitution. Sellers should not rely on MK Lending Corp. categorization of refinance loans for purposes of determining whether compliance with the provisions of Texas Constitution Section 50(a)(6) is required. Sellers should consult with their counsel to determine the applicability of Texas Constitution Section 50(a)(6) to a specific transaction.

1.9.6 NEW YORK – CEMA

Not Applicable

1.9.7 LEASEHOLD PROPERTIES

In areas where leasehold estates are commonly accepted and documented via the Appraisal, loans secured by leasehold estates are eligible for purchase. The mortgage must be secured by the property improvements and the borrower's leasehold interest in the land. The leasehold estate and any improvements must constitute real property, be subject to the mortgage lien, and be insured by the Seller's title policy.

The Seller must provide documentation and leaseholds must meet all Fannie Mae® eligibility requirements (i.e., term of lease).

1.9.8 MK LENDING CORP. EXPOSURE – BORROWER LIMITATIONS

MK Lending Corp.' aggregate exposure to a single borrower and/or household shall not exceed $5,000,000 in current unpaid principal balance (UPB) or ten (10) loans.

1.9.9 DISASTER AREAS

Sellers are responsible for identifying geographic areas impacted by disasters and taking appropriate steps to ensure the subject property has not been adversely affected. The following guidelines apply to properties located in FEMA declared disaster areas for Individual Assistance, as identified by reviewing the FEMA website at www.fema.gov/disasters. In addition, when there is knowledge of an adverse event occurring near and around the subject property location, such as earthquakes, floods, tornadoes, or wildfires, coastal erosion, or landslide, additional due diligence must be used to determine if the disaster guidelines should be followed.

1.9.9.1 APPRAISAL COMPLETED PRIOR TO DISASTER

An exterior inspection of the subject property, performed by the original appraiser, if possible, is required.

- The appraiser should provide a statement indicating if the subject property is free from any damage, is in the same condition as the previous inspection, and the marketability and value remain the same.
- Inspection Report must include new photographs of the subject property and street view, through one of the following:
  - FNMA Form 1004D, or
  - Post Disaster Inspection (PDI) Report, see Section 1.9.9.4 – Post Disaster Inspection Report, or
  - Property condition and Inspection report, see Section 1.9.9.4 – Post Disaster Inspection Requirements
- Any damage must be repaired and re-inspected prior to purchase.

1.9.9.2 APPRAISAL COMPLETED AFTER DISASTER EVENT

- If the appraisal report indicates damage to the structure because of a FEMA Declared Disaster event, the structural damage must be repaired and a re-inspection completed on a FNMA Form 1004D prior to Purchase by MK Lending

1.9.9.3 DISASTER EVENT OCCURS AFTER CLOSING BUT PRIOR TO LOAN PURCHASE

A loan is ineligible for purchase until an inspection is obtained based on the following:

- Inspection Report must include new photographs of the subject property and street view, through one of the following:
  - FNMA Form 1004D, or
  - Post Disaster Inspection (PDI) Report, see Section 1.9.9.4 – Post Disaster Inspection Report, or
  - Property condition and Inspection report, see Section 1.9.9.4 – Post Disaster Inspection Requirements

- If subject property is free of damage, nothing further is required.
- Any indication of damage reflected in the report will require a re-inspection of the property verifying the damage has been repaired on one of the following:
  - FNMA Form 1004D, or
  - Post Disaster Inspection (PDI) Report, see Section 1.9.9.4 – Post Disaster Inspection Report, or
  - Property condition and Inspection report, see Section 1.9.9.4 – Post Disaster Inspection Requirements

1.9.9.4 POST DISASTER INSPECTION REPORT (PDI) REQUIREMENTS

- Inspection must be from a third-party vendor (e.g., Clear Capital, Stewart/Pro Teck)
- Exterior color photos of the subject property and street scene
  - Address verification to be included
- Details of the damage, if any, including cost to cure
  - Color photos of damage incurred as a result of the disaster
- If repairs are required, re-inspection of the subject property to evidence repairs were completed in a workmanlike manner
- Any indication of damage reflected in the report will require the damage to be remediated prior to purchase.

1.9.10 CONDOMINIUM PROJECTS

A condominium project is one in which individual owners hold title to units in the project along with an undivided interest in the real estate that is designated as the common area for the project. The units in the project must be owned in fee simple and the unit owners must have the sole ownership interest in and rights to the use of, the project's facilities, common elements, and limited common elements.

To qualify as an acceptable condominium unit, the condominium project must be common for the area and demonstrate good marketability.

- All Loans secured by condominium projects require a completed Homeowners Association (HOA) questionnaire and condominium review except for:
  - Site Condominium
  - 2-4 Unit project provided the following are met:
    - Project is not ineligible. See Section 1.9.10.4 - Ineligible Projects.
    - Evidence of sufficient hazard, flood, and walls-in insurance coverage if the subject unit has individual coverage. If the insurance covers the entire project, it must be sufficient in the event of a total loss.
    - Homeowner's association dues to be included in DTI/DSCR if applicable
- Projects consisting entirely of detached (site) units will not require a project review and are eligible for sing-family dwelling LTV/CLTV. Completion of the condominium Project questionnaire is not required for site condominiums
- Projects have been created and exist in full compliance with applicable local jurisdiction, State, and all other applicable laws and regulations
  - Projects are ineligible if there are outstanding violations of jurisdictional requirements (zoning ordinances, codes, laws, etc.) related to the safety, soundness, structural integrity, or habitability of the project's building(s).
- Projects in need of critical repairs are ineligible, see Section 1.9.10.1 Project Condition – Critical Repairs.
- Special assessment information is to be provided to determine if there is a critical repair or significant deferred maintains, see Section 1.9.10.1.1 – Special Assessments.
- MK Lending Corp. project exposure maximum shall be $5,000,000 or 20% of the total units in a project greater than 4 units, whichever is lower.
- Subject Unit Minimum Requirements: Minimum 500 Square Feet, Full Size Kitchen, minimum of one (1) bedroom.
- Commercial space allowed up to 50% of the project.
- No more than 20% of the total units in the project may be 60 days or more past due on the condominium/HOA fees.
- For condominium projects consisting of five or more units, single entity ownership is limited to 20% of the project.

- Investor concentration allowed up to 60%. A higher percentage may be considered when the subject transaction is an investment property when a history of a high percentage of rental units in the project can be demonstrated.
- Projects involved in litigation are acceptable provided the lawsuit(s) are not structural in nature which impact the subject unit and do not affect the marketability of the project units and potential damages do not exceed 25% of HOA reserves or documentation from the insurance carrier or attorney representing the insurance carrier that the insurance carrier has agreed to conduct defense and the HOA insurance policy is sufficient to cover the litigation expense.
- Borrower must carry HO-6 coverage for replacement of such items as flooring, wall covering, cabinets, fixtures, built-ins, and any improvements made to the unit.
- Seller must confirm that the project documents do not give a unit owner or any other party priority over the rights of the first mortgagee.

1.9.10.1 PROJECT CONDITION – CRITICAL REPAIRS

Projects in need of critical repairs are those needing repairs or replacements that significantly impact the safety , soundness, structural integrity or habitability of the project's building(s), or the financial viability or marketability of the project. Projects in need of critical repairs are ineligible

Critical repairs include conditions such as:

- Material deficiencies, which is left uncorrected, have the potential to result in or contribute to critical element or system failure within one year
- Any Mold, water intrusions or potentially damaging leaks to the project's building(s)
- Advanced physical deterioration
- Any project that failed to pass state, county, or other jurisdictional mandatory inspections or certifications specific to structural safety, soundness, and habitability
- Any unfunded repairs costing more than $10,000 per unit undertaken within the next 12-months (does not include repairs made by the unit owner or repairs funded through special assessment).
- Significant deferred maintenance for improvements in need of substantial repairs and rehabilitation

Examples pf critical repairs include but are not limited to the following: sea walls, elevators, waterproofing, stairwells, balconies, foundation, electrical systems, plumbing systems, parking structures, or other load-bearing structures.

If damage or deferred maintenance is isolated to one or a few unit and does not affect the overall safety, soundness, structural integrity, or habitability of the project, then these requirements do not apply.

1.9.10.1.1 Special Assessments

The Homeowners Association (HOA) will assess a one-time fee to unit owners to cover unexpected or large expenses not covered by regular HOA dues or reserve funds, known as a special assessment.

Special assessments may be current or planned. Sellers must obtain and review the following to determine if it addresses a critical repair:

- Determine the purpose of the special assessment
- Determine when the special assessment was approved, when it is planned (approved by the unit owners, but not yet initiated by the board), or already being executed.
- Review the original amount of the special assessment and the remaining amount to be collected
- Evaluate the expected date the special assessment will be paid in full

If the special assessment is associated with a critical repair and the issue is not remediated, he project is ineligible

1.9.10.1.2 Inspection Reports

An inspection report will assess the condition of the project's building(s) and may cover structural and/or mechanical components of the project. If a report is provided, the following items should be reviewed to determine if the project is eligible:

- The report cannot indicate that critical repairs and/or significant deferred maintenance are required, no evacuation order are in effect, and no regulatory actions are required.
- If the inspection report indicates there are unaddressed critical repairs and/or significant deferred maintenance, the project is ineligible until the required repairs have been completed and documented accordingly.
  - Sellers must review an engineer's report or substantially similar document to determine if the repairs completed have resolved the safety, soundness structural integrity, or habitability concerns of the project
- Sellers are responsible for determining which documents are needed to ensure compliance with the requirements and may need to review a combination of documents.
  - Examples of this documentation include but are not limited to HOA Board meeting minutes, engineer report(s), structural and/or mechanical inspection reports, reserves studies, a list of necessary repairs provided by the HOA or the project's management company, a list of special assessments provided by the HOA or the project's management company, and other substantially similar documents.

1.9.10.2 ESTABLISHED PROJECTS

- 90% of the total units in the project must be sold and conveyed to the unit owners.
- 40% of the total units in the project must be owner occupied.
- All phases are complete.
- HOA must be conveyed to the unit owners – no developer or builder-controlled projects allowed.
- All comparable sales may be from within the subject's project if the project is established and consists of 100 or more units. Recent sales of model match units, if available, must be utilized in the appraisal report.

1.9.10.3 NEW OR NEWLY CONVERTED PROJECTS

- 50% of the total units in the project or subject's phase must be sold and conveyed to the unit owners AND at least 50% of the units must be owner occupied.
- Project or subject's legal phase along with other development phases must be complete. All common elements in the project or legal phase must be 100% complete.
- Project may be subject to additional phasing.
- The project developer may be in control of the condominium association provided the Master Agreement allows for the homeowners to take control upon either a predetermined percentage of unit sales or within a defined time frame.

1.9.10.4 CONDOMINIUM HOTELS

- Condominium Hotel – (a.k.a. Condo Hotel, Condotel)
  - Projects that offer any of the following characteristics:
    - Hotel/ resort amenities, services, and / or fees
    - Cleaning and maintenance services
    - On-Site or centralized reservation and / or registration
    - Short term rentals (daily, weekly, monthly (managed by the Project or leasing office
    - Food Service / restaurant / bar
  - Occupancy Type: Primary, Second Home, or Investment.
  - Maximum LTV/CLTV: See Program Loan/LTV matrix
  - Maximum Loan Amount: See Program Loan/LTV matrix
  - Investor concentration, within the subject project, may exceed established project criteria, up to 100%.
  - Gross rents (for all income doc types) reduced by 10% to reflect extraordinary costs (i.e., advertising, furnishings, cleaning) associated with operating short-term rental property compared to non-short-term property.
  - Minimum square footage: 500
  - Fully functioning kitchen – appliances to include a refrigerator and cooktop/stove/oven

- Separate bedroom required

1.9.10.5 INELIGIBLE PROJECTS

- A project subject to the rules and regulations of the US Securities and Exchange Commission.
- Timeshare or projects that restrict the owner's ability to occupy the unit.
- Houseboat project.
- Manufactured home projects.
- Assisted living facilities or any project where the unit owner's contract includes a lifetime commitment from the facility to care for the unit owner regardless of future health or housing needs.
- Multi-family units where a single deed conveys ownership of more than one, or all of the units.
- A common-interest apartment
  - A project in which individuals have an undivided interest in a residential apartment building and land and have the right of exclusive occupancy of a specific apartment unit in the building.
  - The project or building is often owned by several owners as tenants-in-common or by a homeowners' association.
- Fragmented or segmented ownership
  - Ownership is limited to a specific period on a recurring basis (i.e., timeshare, quarter share).
- Any project where the developer (or its affiliates) owns the Common and/or Limited Elements and leases the elements back to the HOA.
- Any project that has non-conforming zoning (can't be rebuilt to current density).
- Any project that requires Private Transfer Fees as a part of the transaction, and those fees do not benefit the association.
- Any project in need of critical repairs.
- Any project with significant deferred maintenance or has received a directive from a regulatory or inspection agency to mark repairs due to unsafe conditions
- Any project with outstanding violation or jurisdictional requirements (zoning ordinances, codes, laws, etc.) related to the safety, soundness, structural integrity, or habitability of the project's building(s).

1.9.10.6 CONDOMINIUM INSURANCE REQUIREMENTS

Project to meet all Fannie Mae® insurance requirements for property, liability, and fidelity coverage, except for the master insurance deductible.

1.9.10.6.1MASTER INSURANCE

Master property insurance policies are required for the common elements and residential structures unless the condo project requires individual property insurance policies for each unit.

Master insurance policy must provide for claims to be settled on a replacement cost basis.

- Property insurance policies that provide for claims to be settled on an actual cash value basis are not acceptable.
- Policies that limit, depreciate, reduce, or otherwise settle losses at anything other than a replacement cost basis are also unacceptable.

Master insurance policy must include the project name and project address for the location of the condo project.

- Borrower name, unit number, and mortgagee clause are not required to be included in master insurance policy.
- Fidelity or Employee Dishonesty Insurance

Fidelity or Employee Dishonesty Insurance

For condominium projects consisting of more than 20 units, fidelity insurance coverage equaling at least the sum of three months of assessments on all units in the project is required.

1.9.10.6.2 General Liability Insurance

General liability insurance is required for all condo projects, except for detached condo units and 2-4 unit condo projects.
When required, the HOA must maintain a general liability insurance policy for the entire project. The general liability insurance policy must include coverage for:

• Commercial spaces that are owned by the HOA even if they are leased to others, and
• Bodily injury and property damage that results from the operation, maintenance, or the use of the project's common elements, and any other areas under its supervision

Amount of coverage must be at least $1,000,000 for bodily injury and property damage for any single occurrence.

The general liability insurance policy must include a separation of insureds or severability of interests provision in its terms. If the policy does not include separation of insureds or severability of interests in its terms, MK Lending requires a specific endorsement to preclude the insurer's denial of a unit owner's claim because of negligent acts of the HOA or co-op corporation or of other unit owners.

1.9.10.6.3 HO-6

The borrower must maintain H0-6 Policy or "Walls-In" coverage unless the master property insurance policy provides for the subject unit. The effective date of the policy must be on or before the Note date.

HO-6 Policy must include coverage for replacement of such items as flooring, wall covering, cabinets, fixtures, built-ins, and any improvements made to the unit if the master or blanket policy does not provide interior unit coverage.

The HO-6 insurance policy must provide coverage in an amount as established by the HO-6 insurer.

Deductible

The maximum deductible amount is based on the following:

- 5% deductible for LTV > 80%
- 10% deductible for LTV ≤ 80%

1.9.10.6.4 MASTER FLOOD INSURANCE

- The condominium homeowners' association must obtain an NFIP Residential Condominium Building Association Policy (RCBAP) or equivalent private flood Insurance coverage for a condo building consisting of attached units located within an SFHA.
    - The only building that must be verified is the subject unit's building
    - Evidence of master flood insurance policy is not required if the unit owner maintains an individual flood dwelling policy that meets the coverage requirements
    - Master flood insurance policy must cover the following:
        - Subject unit's entire building, and
        - All the commong elements and property, including machinery and equipment that are part of the building
    - Building Coverage must equal the lesser of:

- 80% of the replacement cost), or
- Maximum coverage amount available per NFIP per unit (i.e., Total number of units in the condominium building times $250,000)

- Contents Coverage must be at least equal to the lesser of:
  - 100% of the replacement cost value of all contents owned in common by the association members, or
  - Maximum coverage amount available from NFIP

Deductible

Deductible may not exceed the maximum deductible amount currently offered by NFIP.

1.10 SOLAR PANELS

1.10.1 PROPERTIES WITH SOLAR PANELS

The ownership and debt financing structures commonly found with solar panels are key to determining whether the panels are third-party owned, personal property of the homeowner, or a fixture to the real estate. Common ownership or financing structures include:

• borrower-owned panels,
• leasing agreements,
• separately financed solar panels (where the panels serve as collateral for debt distinct from any existing mortgage); or
• power purchase agreements

Property with solar panels are eligible for purchase. If the borrower is, or will be, the owner of the solar panels (meaning the panels were a cash purchase, were included in the home purchase price, were otherwise financed and repaid in full, or are secured by the existing first mortgage), our standard requirements apply (for example, appraisal, insurance, and title).

Sellers are responsible for determining the ownership and any financing structure of the subject property's solar panels in order to properly underwrite the loan and maintain first lien position of the mortgage. When financing is involved, sellers may be able to make this determination by evaluating the borrower's credit report for solar related debt and by asking the borrower for a copy of all related documentation for the loan. The seller must also review the title report to determine if the related debt is reflected in the land records associated with the subject property. If insufficient documentation is available and the ownership status of the panels is unclear, no value for the panels may be attributed to the property value on the appraisal unless the seller obtains a UCC "personal property" search that confirms the solar panels are not claimed as collateral by any non-mortgage lender.

A Uniform Commercial Code (UCC) financing statement that covers personal property and is not intended as a "fixture filing" must be filed in the office identified in the relevant state's adopted version of the UCC.

Sellers are responsible for ensuring the appraiser has accurate information about the ownership structure of the solar panels and that the appraisal appropriately addresses any impact to the property's value. Separately financed solar panels must not contribute to the value of the property unless the related documents indicate the panels cannot be repossessed in the event of default on the associated financing. Any contributory value for owned or financed solar panels must be noted in the Improvements Section of the Appraisal Report.

1.10.2 REQUIREMENTS FOR PROPER TIES WITH SOLAR PANELS THAT ARE OWNED

Solar panels purchased through financing may or may not include the real estate as collateral.

Financed and collateralized (UCC on title)

The solar panels are collateral for the separate debt used to purchase the panels, but they are a fixture to the real estate because a UCC fixture filing* has been filed for the panels in the real estate records (on title report).

Note: A Notice of Independent Solar Energy Producer Contract on title is not to be treated as a UCC fixture filing*.

- Obtain and review the credit report, title report, appraisal, and/or UCC fixture filing*, related promissory note and related security agreement that reflect the terms of the secured loan
    - Include the debt obligation in the debt-to-income ratio
- Provided that the panels cannot be repossessed for default on the financing terms, instruct the appraiser to consider the solar panels in the value of the property (based on standard appraisal requirements)
- Include the solar panels financing balance in the LTV/CLTV ratio calculation (if unable to obtain, utilize original balance). The UCC fixture filing* must be subordinated with one of the following.
    - Subordination Agreement
    - UCC Termination
        - Debt obligation is to be included in debt-to-income ratio and LTV/CLTV unless proof is provided verifying the debt has been paid down to zero (UCC termination does not automatically verify the debt is paid off).
- CLTA Endorsement 150-06 is not eligible to be used in lieu of a Subordination agreement or UCC Termination.

*A fixture filing is a UCC-1 financing statement authorized and made in accordance with the UCC adopted in the state in which the related real property is located. It covers property that is, or will be, affixed to improvements to such real property. It contains both a description of the collateral that is, or is to be, affixed to that such property, and a description of such real property. It is filed in the same office that mortgages are recorded under the law of the state in which the real property is located. Filing in the land records provides notice to third parties, including title insurance companies, of the existence and perfection of a security interest in the fixture. If properly filed, the security interest in the described fixture has priority over the lien of a subsequently recorded mortgage.

Financed and collateralized (UCC not on title)

The solar panels are reported to be collateral for separate (non-mortgage) debt used to purchase the panels, but do not appear on the title report.

Note: A Notice of Independent Solar Energy Producer Contract on title is not to be treated as a UCC fixture filing.

• Obtain and review the credit report, title report, appraisal, related promissory note and related security
agreement that reflect the terms of the secured loan

- Include the debt obligation in the debt-to-income ratio

• Instruct the appraiser not to provide contributory value of the solar panels towards the appraised value because the panels are collateral for another debt
• Do not include the panels in the LTV/CLTV ratio calculation
• If a previously filed UCC was temporarily removed from title through a UCC termination, evidence must be provided that the UCC was paid in full otherwise the financed balance must be included in LTV/CLTV

PACE (Property Assessed Clean Energy)

PACE allows homeowners to finance energy improvements through an assessment in their annual property tax bills.

• Properties with solar panels and other energy efficient items financed with a PACE loan are not eligible if the PACE loan is not paid in full prior to or at closing.
o PACE loans, in some cases, are also referred to as HERO loans.
o Any property tax statement that reflects PACE, HERO, or equivalent will require proof of payoff.
▪ If loan proceeds are used to pay off the PACE loan, transaction will be considered cash out.

1.10.3 REQUIREMENTS FOR PROPERTIES WITH SOLAR PANELS THAT ARE LEASED OR COVERED BY A POWER PURCHASE AGREEMENT

If the solar panels are leased from or owned by a third party under a power purchase agreement or other similar lease arrangement, the following requirements apply (whether to the original agreement or as subsequently amended).

• Seller must obtain and review copies of the lease or power purchase agreement.
• The monthly lease payment must be included in the DTI ratio calculation unless the lease is structured to:

- Provide delivery of a specific amount of energy at a fixed payment during a given period, and
- Have a production guarantee that compensates the borrower on a prorated basis in the event the solar panels fail to meet the energy output required for in the lease for that period.

• Payments under power purchase agreements where the payment is calculated solely based on the energy produced may be excluded from the DTI ratio.
• The value of the solar panels cannot be included in the appraised value of the property.
• The value of the solar panels must not be included in the LTV/CLTV ratio calculation, even if a precautionary UCC filing is recorded because the documented lease or power purchase agreement status takes priority.

- A “precautionary” UCC filing is one that lessors often file to put third parties on notice of their claimed ownership interest in the property described in it.
- When the only property described in the UCC filing as collateral is the solar equipment covered by the lease or power purchase agreement, and not the home or underlying land, such a precautionary UCC filing is acceptable (and a minor impediment to title), as long as the loan is underwritten in accordance with this topic.

• The value of the solar panels must not be included in other debt secured by real estate in the CLTV ratio calculation because the documented lease or power purchase agreement status takes priority.
• The property must maintain access to an alternate source of electric power that meets community standards.
• The lease or power purchase agreement must indicate that:

- Any damage that occurs as a result of installation, malfunction, manufacturing defect, or the removal of the solar panels is the responsibility of the owner of the equipment and the owner must be obligated to repair the damage and return the improvements to their original or prior condition (for example, sound and watertight conditions that are architecturally consistent with the home);
- The owner of the solar panels agrees not to be named loss payee (or named insured) on the property owner’s property insurance policy covering the residential structure on which the panels are attached. As an alternative to this requirement, the seller may verify that the owner of the solar panels is not a named loss payee (or named insured) on the property owner’s property insurance policy; and
- In the event of foreclosure, the seller or assignee has the discretion to:
    - Terminate the lease/agreement and require the third-party owner to remove the equipment;
    - ▪ Become, without payment of any transfer or similar fee, the beneficiary of the borrower’s lease/agreement with the third party; or
    - ▪ Enter into a new lease/agreement with the third party, under terms no less favorable than the prior owner.

GLOSSARY

TERMS AND DEFINITIONS

TERM	DEFINITION
Adjustable-Rate Mortgage (ARM)	A mortgage loan that permits the lender to periodically adjust the interest rate on the basis of changes in a specified index.
Allonge	An attachment to a legal document that is used to insert language or signatures when there is no space for them on the document itself. Frequently used to add endorsements to the mortgage note.
American Land Title Association (ALTA)	A national association of title insurance companies, abstractors, and title agents. The association speaks for the abstract and title insurance industry and establishes standard procedures and title policy forms.
Application Date	The date on which receipt of the borrower's financial information first triggers the federal Truth in Lending disclosure requirements to the borrower in connection with the mortgage loan.
Appraisal	A report that sets forth an opinion or estimate of value.
Automated Clearing House (ACH)	An electronic drafting system that debits (or credits) an authorized bank account and electronically transfers funds to (or from) another designated account.
Automated Valuation Model (AVM)	An Automated Valuation Model (AVM) is a mathematically based software program that produces a value or value range for a subject property.
Best Efforts	A secondary market rate lock is an agreement between a seller and the investor which allows the seller to lock in the interest rate on a mortgage loan for a specified time period at the prevailing market interest rate. A mortgage loan lock provides protection against a rise in prevailing interest rates during the lock period.
Borrower	The person to whom credit is extended. On a mortgage loan, the person who has an ownership interest in the security property, signs the security instrument, and signs the mortgage/deed of trust note (if his or her credit is used for qualifying purposes). See also *Co-Borrower*.
Cash-Out Refinance	A refinancing transaction in which the amount of money received from the new loan exceeds the total of the money needed to repay the existing first mortgage, closing costs, points, and the amount required to satisfy any outstanding subordinate mortgage liens.
Co-Borrower	For MK Lending Corp. 's purposes, this term is used to describe any borrower other than the first borrower whose name appears on the mortgage note, even when that person owns the property jointly with the first borrower (and is jointly and severally liable for the note). See also *Borrower*.

TERM	DEFINITION
Co-Signer	A co-signer agrees, without having any ownership interest in the home, to strengthen your mortgage application by letting the lender consider their finances and promising to pay back the loan if you default. A co-borrower helps strengthen your mortgage application while also having ownership interest in the property.
Combined Loan-To-Value (CLTV)	A ratio that is used for a mortgage loan that is subject to subordinate financing, which is calculated by dividing the sum of (1) the original loan amount of the first mortgage, (2) the total line amount of any HELOC, and (3) the unpaid principal balance of all other subordinate financing, by the lower of the property's sales price or appraised value.
Condominium (Condo)	A unit in a condominium project. Each unit owner has title to his or her individual unit, an individual interest in the project's common areas, and, in some cases, the exclusive use of certain limited common areas.
Credit Score	A numerical value that ranks an individual according to his or her credit risk at a given point in time, as derived from a statistical evaluation of information in the individual's credit file that has been proven to be predictive of loan performance. When this term is used by MK Lending Corp. , it is referring to the classic FICO score developed by Fair Isaac Corporation.
Curtailment	A financial term for a partial or an extra principal payment.
Custodian (Document Custodian)	A financial institution that maintains custody of certain mortgage documents on behalf of MK Lending Corp. .
Debt-To-Income Ratio (DTI)	A ratio derived by dividing the borrower's total monthly obligations (including housing expense) by his or her stable monthly income. This calculation is used to determine the mortgage amount for which a borrower qualifies. This term is used interchangeably with "total debt-to-income ratio" and "expense ratio."
Escrow Account	A trust account that is established to hold funds allocated for the payment of a borrower's property taxes and assessments by special assessment districts, ground rents, insurance premiums, condo or homeowners' association or planned unit development association dues and similar expenses as they are received each month in accordance with the borrower's mortgage documents and until such time as they are disbursed to pay the related bills.
Federal Emergency Management Agency (FEMA)	A federal agency that provides assistance in areas that have suffered a major disaster or other emergency. It also maintains flood insurance rate maps that identify the Special Flood Hazard Areas in which MK Lending Corp. requires flood insurance.

TERM	DEFINITION
First Time Homebuyer (FTHB)	An individual is to be considered a first time homebuyer who (1) is purchasing the security property; (2) will reside in the security property as a principal residence; and (3) had no ownership interest (sole or joint) in a residential property during the three-year period preceding the date of the purchase of the security property. In addition, an individual who is a displaced homemaker or single parent also will be considered a first time home buyer if he or she had no ownership interest in a principal residence (other than a joint ownership interest with a spouse) during the preceding three-year time period.
Forecast Standard Deviation (FSD)	FSD is a statistical measure that represents the probability that the Automated Valuation Model (AVM) value falls within the statistical range of the actual market value, measured against a sales price.
Guaranty	Guaranty refers specifically to a written agreement that one party will pay the money required if another party fails to do so. All MK Lending Corp. loan programs where the borrower is an entity require a guaranty with full recourse. Members/managers on the application must sign the guaranty as an individual.
Higher-Priced Covered Transaction	A mortgage loan that meets the corresponding definition under Regulation Z of the Truth in Lending Act and applies to both principal residences and second homes.
Higher-Priced Mortgage Loan	A mortgage loan that meets the corresponding definition under Regulation Z of the Truth in Lending Act. Only principal residences are included in this category.
Lease	A written agreement between the property owner and a tenant that stipulates the conditions under which the tenant may possess the real estate for a specified period of time and rent.
Loan-To-Value (LTV)	The relationship between the original loan amount of the first mortgage and the property's appraised value (or sales price if it is lower).
Lock Expiration	A mandatory mortgage lock requires that the seller either deliver the product to the buyers by a specific date or incur a fee, called a pair-off fee.
Mandatory	A mandatory mortgage lock requires that the seller either deliver the product to the buyers by a specific date or incur a fee, called a pair-off fee. A whole loan commitment that generally requires the seller to deliver eligible mortgages equal to at least the minimum required delivery amount (which is an amount that will not be less than the original commitment amount by more than $10,000 or 2.5% of the original amount) by the expiration date of the commitment.
Preparer Tax Identification Number (PTIN)	The IRS requires anyone who prepares tax returns for compensation to register and obtain a PTIN. There are no qualifications to obtain a PTIN, it's simply used for preparer identification.

TERM	DEFINITION
Prepayment Penalty	A charge imposed for paying all or part of the transaction's principal before the date on which the principal is due, other than a waived, bona fide third-party charge that the lender imposes if the borrower prepays all of the transaction's principal sooner than 60 months after loan closing.
Promissory Note	A Promissory Note, sometimes referred to as a Note payable (or Loan Agreement in the case of a HELOC), is a legal instrument, in which one party promises in writing to pay a determinate sum of money to the other, either at a fixed or determinable future time or on demand of the payee, under specific terms and conditions.
Rate Lock	A secondary market rate lock is an agreement between a seller and the investor which allows the seller to lock in the interest rate on a mortgage loan for a specified time period at the prevailing market interest rate. A mortgage loan lock provides protection against a rise in prevailing interest rates during the lock period.
Recourse	A full recourse provision grants the lender the right to seize any additional assets that the borrower may own and use them to recoup the remaining amount due to the borrower.
Sales Contract	A contract for the purchase/sale, exchange, or other conveyance of real estate between parties. The contract must be in writing, contain the full names of the buyer(s) and seller(s), identify the property address or legal description, identify the sales price, and include signatures by the parties. Sales contracts are also known as agreements of sale, purchase agreements, or contracts for sale.
Texas Section 50(a)(6) Loan	A loan originated in accordance with and secured by a lien permitted under the provisions of Article XVI, Section 50(a)(6), of the Texas Constitution, which allows a borrower to take equity out of a homestead property under certain conditions. Article XVI, Section 50(a)(6), of the Texas Constitution is sometimes referred to as Texas Constitution Section 50(a)(6).