

# COVID-19 Mortgage Servicing Trends Report

Updated as of 09/28/2021

**DISCLAIMER**: Bradley is proud to share the following information collected from the live polls presented at its weekly COVID-19 Compliance Roundtables. This report is intended to show industry trends, not facts, and does not necessarily reflect the opinions of Bradley attorneys. Bradley is not responsible for any inaccuracies and this report should not be considered legal advice.

The polling results included in this report are the anonymous responses of Roundtable attendees. The results may be skewed based on the number of responses in relation to the group as a whole or if more than one person from a company responded to the question. The number of respondents varies by poll. Percentages are rounded to the nearest 0.5.

The date of the polls are important to understanding and interpreting them, as the approach to COVID-19 issues changes rapidly, and the industry has been nimble in responding to such changes over the last several months.

For questions related to this report or to seek formal legal advice on any of the topics herein, please contact your Bradley attorney or email COVID-FS@bradley.com.

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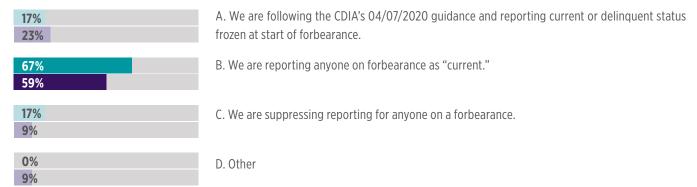
The polling results found in this trends report are sorted by topic, then by date of the poll.

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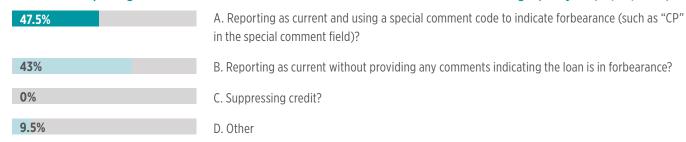
### **Credit Reporting**



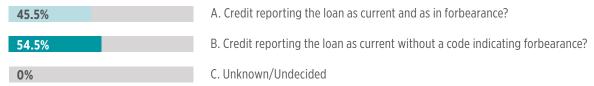
### How is your company handling credit reporting forbearances? (Polled on 04/22/2020 & 09/16/2020)



### When credit reporting a loan in COVID-19 forbearance that was current when forbearance began, are you: (06/02/2020)



# For a borrower who receives a CARES Act forbearance and continues to make the regularly scheduled monthly payments, are you: (06/02/2020)



#### How are you using comment codes for credit reporting during forbearance? (08/19/2020)

35%	A. 11 + comment code AW
15%	B. 11 + comment code CP
50%	C. 11 and no comment code
0%	D. Other

# If a borrower obtained a 180-day CARES forbearance but then did not bring their account current (or request another forbearance), are you (11/04/2020):

50%	A. Resuming standard credit reporting if 30 days have passed from the end of the accommodation?
0%	B. Not advancing the delinquency based on the time period covered by the accommodation after the accommodation ends, per FAQ10?
50%	C. Continuing our accommodation credit reporting for the time being and hoping for guidance

## **Credit Reporting**



How do you handle accounts where the borrower is already delinquent when he or she contacts you to request forbearance? (04/07/2021)

93%	A. Start the forbearance period on the first day of the current month.
<b>7</b> %	B. Start the forbearance period on some other earlier date.
0%	C. Other

If you do not backdate the start of the forbearance period, how do you report the borrower's credit for the time before forbearance? (04/07/2021)

67%	A. We report the borrower's credit normally up to the period when forbearance is in effect.
17%	B. We suppress credit reporting for the borrower for some period pre-dating forbearance.
8%	C. We apply CARES Act frozen delinquency standards retroactively for some period pre-dating forbearance.
8%	D. Other

When a borrower CARES Act forbearance period ends without a modification, renewal, or other method for handling the accumulated delinquency, how are you credit reporting the borrower's delinquency status? (02/10/2021)

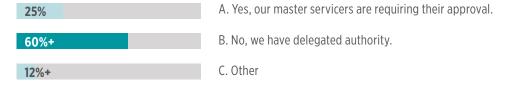
36%	A. "True" delinquency (including the unpaid amounts accumulated during forbearance)
36%	B. "Restarted" delinquency (delinquency at time the forbearance period began, plus delinquency
21%	accumulated since end of forbearance period)
	C. We're suppressing any credit reporting for these borrowers.
<b>7</b> %	D. Other



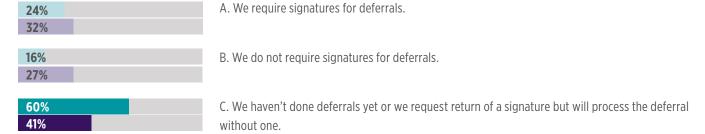
#### How are you handling escrow issues and deferral? (04/29/2020)

50%	A. Deferring taxes and insurance payment amount and funding escrow for same amount during forbearance
20%	B. Deferring tax or insurance advances only
30%	C. Not deferring escrow in any way

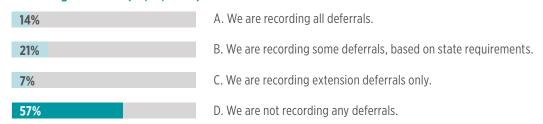
# Are your master servicers, or other interested parties, requiring approval of modifications, deferrals, or other servicer programs? (04/29/2020)



### Signatures on deferrals: (Polled on 05/06/2020 & 09/08/2020)



### Recording deferrals: (05/13/2020)



### Are you planning on implementing a similar GSE-like deferral program for non-GSE loans? (05/20/2020)

58%	A. Yes
9.5%	B. No
32%	C. Unsure / haven't decided



#### Are you planning on implementing the GSE deferral program by July 1, 2020? (05/20/2020)

36%	A. Yes, we will accept some risk.
12%	B. No, we are waiting for further guidance.
52%	C. Unsure / haven't decided

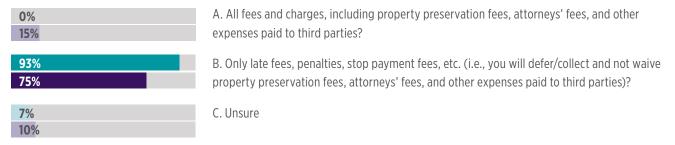
### For portfolio loans, what post-forbearance deferral/extension/modification are you envisioning? (06/17/2020)

48%	A. Deferral with balloon payment at maturity (same as GSEs)
15%	B. Extension of maturity date
18.5%	C. Capitalizing delinquent amounts and re-amortizing loan (i.e., a mod)
18.5%	D. Other

# In connection with a payment deferral program issued under the CFPB's Interim Final Rule, how are you handling fees that were outstanding prior to (and are arguably unrelated to) COVID-19? (07/08/2020)

57%	A. We are waiving all late fees, regardless of when they were assessed.
21%	B. We are only waiving late fees that were assessed since the COVID-19 pandemic began.
21%	C. Unsure

# As a part of a deferral offer made pursuant to the CFPB's new Interim Final Rule, are you waiving: (Polled on 07/08/2020 & 09/16/2020)

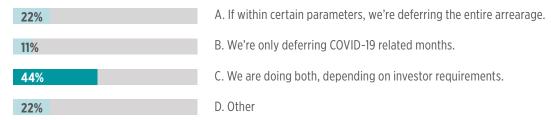


### How are you handling deferrals on Texas 50(a)(6) loans (non-GSE)? (Polled on 07/22/2020 & 09/08/2020)

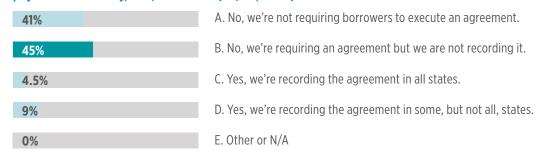
<b>54.5%</b> 60%	A. We are following the GSE format and creating a balloon payment at maturity.
<b>4.5</b> % <b>0</b> %	B. We are extending maturity to avoid the balloon payment.
4.5%	C. We are using a loan modification to extend maturity.
36% 10%	D. Unsure



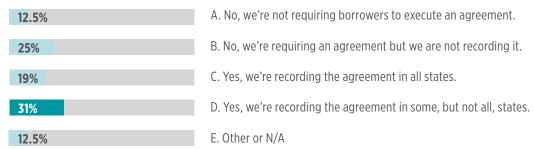
# For a borrower who was delinquent before COVID-19, are you curing the entire arrearage with a deferral or only the COVID-19 related arrearage (non-gov loans)? (08/19/2020)



# Are you RECORDING deferral agreements whereby the borrower pays the deferred amount by way of a lump sum balloon payment at maturity/sale/refinance? (09/08/2020)



# Are you RECORDING deferral agreements whereby the borrower pays the deferred amount by way of an extension of the maturity date? (09/08/2020)



#### Are you offering rolling deferrals in New York? (09/08/2020)

37.5%	A. Yes
0%	B. No, because we're not comfortable with the FAQ language.
62.5%	C. N/A, we don't do rolling deferrals.

#### On your Veterans Affairs loans, do you plan to offer borrowers the new VA deferment program? (09/23/2020)

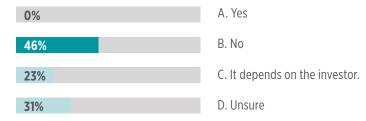
24%	A. Yes
0%	B. No
76%	C. Unsure / haven't decided



### How are you handling deferral acceptance? (09/30/2020)

50%	A. We are requiring signatures.
33%	B. We require verbal attestation and then rely on the non-objection to the mailed agreement.
11%	C. We rely on written request/agreement via email.
6%	D. Other

### For a non-GSE loan, does existence of a prior deferral disqualify a borrower for a COVID-19-related deferral? (10/7/2020)



### Have you found a way to represent the COVID-19 deferral balance on the monthly statement? (10/7/2020)

50%	A. Yes
33%	B. We're still trying to incorporate it into the monthly statement.
17%	C. No, it will not be included on the monthly statement.

### For acceptance of non-GSE deferrals: (11/18/2020)

35%	A. We are requiring signatures.
29%	B. We use verbal attestation and then rely on non-objection to mailed agreement.
12%	C. We are making blind offers and then rely on non-objection to mailed agreement.
6%	D. We rely on written request/agreement via email.
18%	E. Other

### Are you offering deferrals on HELOCs? (01/6/2021)

50%	A. Yes
14%	B. No
36%	C. Depends (on the investor, whether in draw period or repayment period, etc.)



### Are you requiring written, executed agreements for deferrals on HELOCs? (01/6/2021)

25%	A. Yes
25%	B. No
50%	C. Depends (on the investor, whether in draw period or repayment period, etc.)

### For HELOCs deferrals offered during the borrower's draw period, are you: (01/6/2021)

25%	A. Deferring the balance as a lump sum at the end of the repayment period?
0%	B. Deferring the balance by way of extending the maturity date (i.e., length of the repayment period)?
25%	C. Spreading the deferred balance over the repayment period?
50%	D. Other

### For HELOCs deferrals offered during the borrower's repayment period, are you: (01/6/2021)

50%	A. Deferring the balance as a lump sum at the end of the repayment period?
0%	B. Deferring the balance by way of extending the maturity date (i.e., the length of the repayment period)?
0%	C. Spreading the deferred balance over the repayment period?
0%	D. Other



### What are you using to document borrower's "attestation" of financial distress? (04/22/2020)

31%	A. Phone calls with borrower
23%	B. Emails or letters from borrower
0%	C. Text messages from borrower
9%	D. Borrower's answers to telephone voice system
37%	E. Any of the above

### Incomplete package notices: (04/22/2020)

18.5%	A. We are sending out separate letters that cover the acknowledgement and the special offer language requirements.
11%	B. We are not considering CARES Act forbearance conversations to be incomplete loss mitigation applications.
63%	C. We are combining the acknowledgement and the special offer language into our forbearance offer.
<b>7</b> %	D. We haven't figured this out yet.

### How are you handling TPP in place before the CARES Act? (04/22/2020)

20%	A. We are extending the time for the TPP to be fulfilled.
40%	B. We are cancelling the TPP and giving a forbearance if requested.
20%	C. We are giving the forbearance but keeping the TPP open on our system.
20%	D. Other

### Forbearances and foreclosures (CARES Act): (04/22/2020)

59%	A. We are giving borrowers in foreclosure CARES Act forbearances.
33%	B. We are NOT giving borrowers in foreclosure CARES Act forbearances.
7%	C. We haven't figured this out yet.
0%	D. Other

### Signatures on forbearances: (05/06/2020)

8%	A. We require signatures for all forbearances.
12%	B. We require signatures for only non-CARES Act forbearances.
0%	C. We require signatures for only CARES Act forbearances.
80%	D. We do not require signatures for any forbearances.



### Are you sending escrow statements out while borrowers are in forbearance? (05/06/2020)

60%	A. Yes for all
26%	B. Yes, unless they meet the delinquency exception under RESPA
13%	C. No, we're suppressing them and will address escrow once the forbearance is over
1%	D. Other

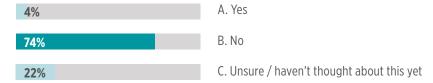
### Consecutive forbearances: (05/13/2020)

17%	A. CARES Act forbearances have to be consecutive with no breaks.
34%	B. We are offering multiple forbearances, even if there is a break.
48%	C. We haven't considered this yet.

### Loans in foreclosure (non-CARES Act): (05/13/2020)

48%	A. We will give a forbearance to these borrowers.
25%	B. We will give a foreclosure moratorium (beyond the state requirements).
28%	C. Neither a forbearance nor an additional foreclosure moratorium are given.

# If a borrower makes a payment during a forbearance period, are you extending the term of the plan by a month? (05/20/2020)



# As a part of your disclosures/FAQs/disclaimers to consumers regarding COVID-19 forbearance plans, are you disclosing that obtaining the forbearance plan might impact their ability to obtain a new mortgage loan or refinance? (06/02/2020)

39%	A. Yes
46%	B. No
14%	C. Not sure

### How many loans in foreclosure have you given CARES Act forbearances? (06/10/2020)

50%	A. 0-100
17%	B. 100+
8%	C. 500+
25%	D. 1,000+



When a non-government loan borrower requests another forbearance, what documentation are you requiring? (Not NY/MA/D.C.) (06/17/2020)

48%	A. Attestation only
44%	B. Something between attestation and full package
8%	C. Full loss mitigation package

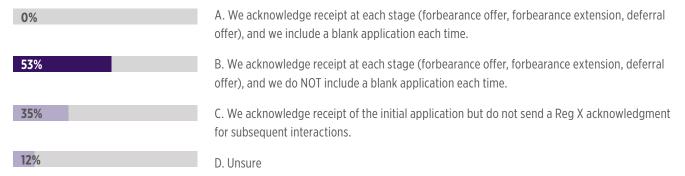
When a borrower requests a CARES Act COVID-19 forbearance but his/her loan is paid ahead by several months (i.e., borrower request is made in mid-July but account is due for the October payment), do you or would you: (07/15/2020)

31%	A. Give forbearance with immediate effective date, meaning that the borrower will get a forbearance for several months when he/she does not need it and arguably gets no benefit?
20.5%	B. Give forbearance with (future) effective date as of date next payment is due?
24%	C. Tell borrower that he/she should call back in a few months to request forbearance?
24%	D. Other/haven't considered this yet

Are you always auto extending the borrower on a 90-day forbearance to a 180-day forbearance if you have lost contact with them? (07/22/2020)

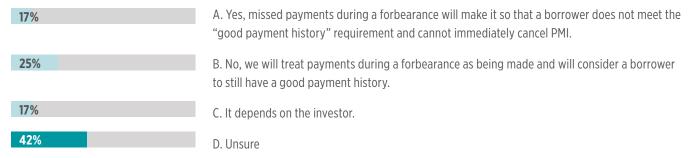
50%	A. Yes
33%	B. No
17%	C. Other

Related to the above question: Throughout the process of offering forbearance, potentially extending a forbearance period, and then offering a deferral, when are you sending a Reg X acknowledgment letter? (09/30/2020)





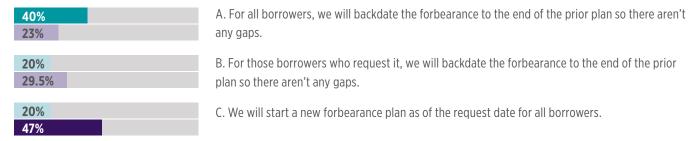
For borrowers with private mortgage insurance (PMI), will being on a forbearance and not making payments impact whether you will cancel PMI upon request? (07/22/2020)



#### Are you turning late fees and convenience fees back on for loans not in forbearance? (08/19/2020)



For a loan covered by the CARES Act, if a borrower requests forbearance after the initial six-month forbearance plan has already concluded (e.g., six weeks later), will you (1) backdate the new forbearance plan to the end of the prior plan so there isn't a gap or (2) start a new plan as of the request date? (08/26/2020 & 01/27/2021)



#### Are you currently making efforts to reach delinquent borrowers about forbearance options? (09/23/2020)

14%	A. Yes, we proactively reach out by phone to all delinquent borrowers.
0.5%	B. Yes, we proactively reach out by letter to all delinquent borrowers.
71%	C. Both A & B
9.5%	D. We rely on our website, which explains forbearance options.



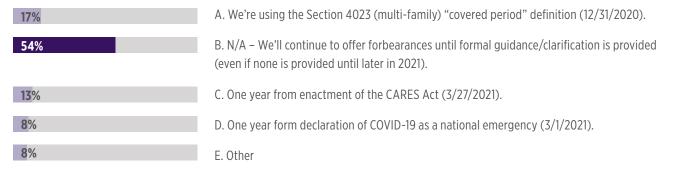
# For CARES Act loans, if a borrower was given a 90-day forbearance to start and you lose contact with them, will you: (09/30/2020)

73%	A. Auto-extend the forbearance to 180 days?
13.5%	B. Deem the forbearance over and start post-forbearance efforts (including deferral / flex mods)?
13.5%	C. N/A – We gave everyone 180 days forbearance?
0%	D. Other

### As an institution, are you defining the CARES Act "covered period" under Section 4022 as: (09/30/2020)

44%	A. The Section 4023 "covered period" definition (i.e., earlier of termination date or Dec. 31, 2020)?
8%	B. One year from enactment of the CARES Act?
12%	C. One year from declaration of COVID-19 as national emergency?
32%	D. We plan to follow 4022 until formal guidance/clarification is provided (even if such guidance still has not been provided well into 2021)?
4%	E. Other

# Related to the above question: As an institution, how are you defining the end of the CARES Act "covered period" under Section 4022 (12/02/2020)?



### Are you waiving late fees for borrowers who are not in a forbearance? (10/7/2020)

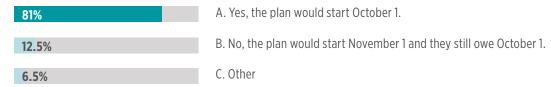
0%	A. Yes, if a borrower calls and requests it.
54.5%	B. Yes, if a state urges waiver of late fees during state of emergency.
45.5%	C. No, borrower must be on a forbearance to get fee waiver.



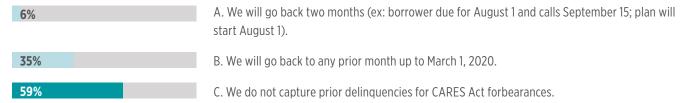
When a borrower is on a COVID-19 forbearance, and as it pertains to the forbearance time period afforded the borrower under the forbearance plan, will you "stop the clock" during any months in which the borrower makes his/her monthly payment? (10/21/2020 & 02/24/2021)



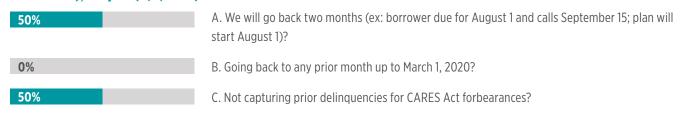
If a borrower calls during month they are due for and requests a CARES Act forbearance due to COVID-19-based hardship, do you start their forbearance as of the first of that month (ex: borrower is due for October 1 and calls October 20)? (10/28/2020)



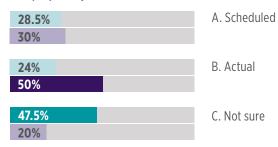
If a borrower is already delinquent more than 30 days when they call to request a CARES Act forbearance, and they blame their delinquency on a COVID-19-based hardship, how far back will you start the forbearance? (10/28/2020)



If a borrower obtained a 180-day CARES Act forbearance but then did not bring his account current (or request another forbearance), are you: (11/4/2020)

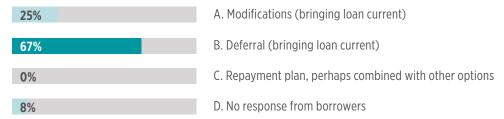


For a borrower who has received a CARES Act forbearance but subsequently requests a payoff statement, will you calculate the interest component of the payoff quote based on the scheduled UPB or based on the actual UPB? (11/18/2020 & 01/13/2021)





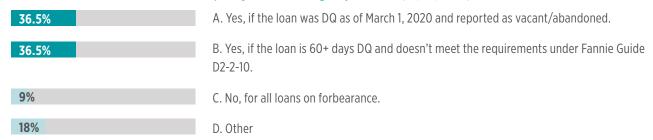
### What is occurring after your forbearances end? (01/13/2021)



#### As COVID-19 continues, are you changing your non-CARES Act forbearance offerings? (01/27/2021)

19%	A. Yes, some of our investors are no longer offering them.	
81%	B. No, we are offering the same as we did in 2020.	

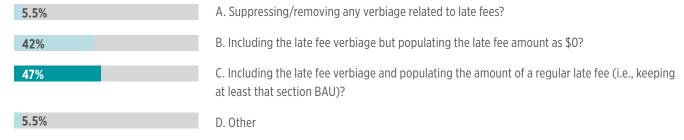
### For loans on CARES Act forbearances, are you conducting inspections? (01/27/2021)



### For loans on CARES Act forbearances, are you charging bankruptcy counsel fees to borrowers? (01/27/2021)



# On your periodic billing statements for borrowers on a forbearance plan, and with respect to the requisite late fee verbiage in the Amount Due section of the statement, are you: (02/17/2021)



#### For borrowers on a forbearance plan, are you suppressing any late payment reminders/notices? (02/17/2021)

82%	Yes
400/	l Na
18%	No



If a borrower is entitled to a remaining period of forbearance under the CARES Act, can that period of forbearance be combined with the additional forbearance now available pursuant to the GSE guidelines? (03/10/2021)

44%	A. Yes
28%	B. No
28%	C. Unsure

In instances where a borrower's request for forbearance was on or before June 30, 2020, but the borrower subsequently brought their loan current or cancelled forbearance and then re-defaulted after June 30, 2020, and requested forbearance again, is the borrower entitled to 18 months of total forbearance or is the borrower entitled to only 12 months? (03/10/2021)



For non-GSEs loans, are you currently giving borrowers: (03/17/2021)

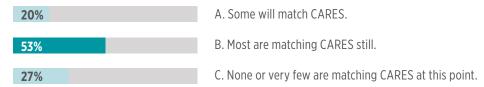


Do you confirm occupancy when you first engage with a consumer about a CARES Act forbearance? (04/7/2021)

61.5%	A. Yes
38.5%	B. No
0%	C. It depends



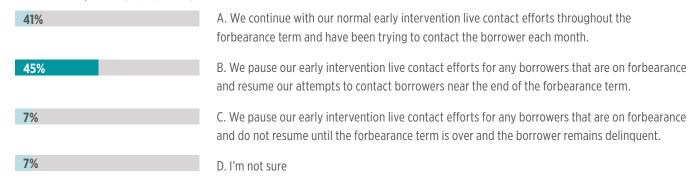
# How many of your private investors are matching federally backed loans now that forbearances can extend to 18mo? (04/21/2021)



# For portfolio loans, will you automatically defer the forborne amounts when the borrower is non-responsive? (06/23/2021)

8%	A. Yes, we will a automatically defer the forborne amounts in a lump sum.
0%	B. Yes, we have been automatically deferring single months of forborne amounts all along.
23%	C. Combo of A and B, depending on investor.
69%	D. No

# Throughout the pandemic, have you been making "good faith efforts to establish live contact" with borrowers that are on forbearance plans? (07/07/2021)



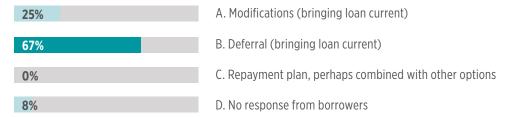
# If a borrower obtained a complete CARES forbearance but then did not bring their account current (or request another forbearance), are you: (07/07/2021)

10%	A. Resuming standard credit reporting if 30 days have passed from the end of the accommodation.
25%	B. Not advancing the delinquency based on the time period covered by the accommodation after the accommodation ends, per FAQ10.
10%	C. Continuing our accommodation credit reporting for the time being and hoping for guidance from the CFPB or for the borrower to bring the account current.
55%	D. Same as C but we are suppressing as our accommodation reporting.

### **Post Forbearance Resolution**



### What is occurring after your forbearances end? (01/13/2021)

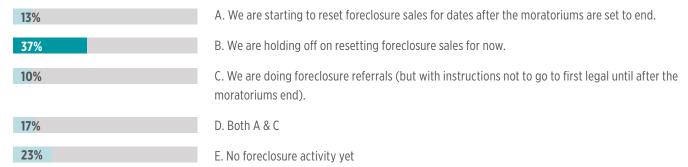


### Do you plan to offer the VA Partial Claim Payment (VAPCP)? (08/18/2021)

50%	A. Yes
20%	B. No
30%	C. Haven't decided yet



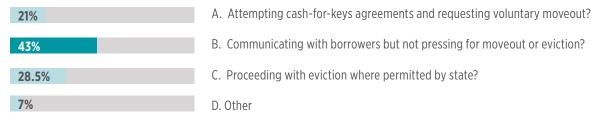
### Foreclosures: (05/13/2020)



### How are you handling previously agreed CFK or consent-to-foreclosure agreements? (06/02/2020)

<b>7</b> %	A. We are pressing borrowers to abide by the agreements.
<b>7</b> %	B. We are offering extensions of time where requested.
85.5%	C. We are reviewing case by case as needed.

#### If foreclosure was already completed and the borrower is still in the home, are you: (08/12/2020)



# Are you resuming pre-COVID-19 foreclosures for loans *not* on forbearance? (Polled on 08/26/2020 & 09/23/2020 & 01/13/2021 & 03/17/2021)



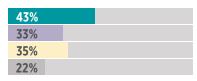
56%	B. Yes, but only on vacant properties or some other subsection.
56%	
43.5%	
55%	

33/0	
0%	C. Yes, but it's very limited.
18.5%	
9%	
20%	

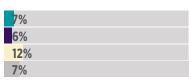
20%	
22%	D. No, we're still holding off.
18.5%	
<b>21.5%</b>	
10%	



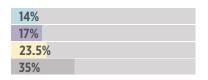
Are you starting NEW foreclosures for loans *not* in forbearance (non CARES Act)? (Polled on 08/26/2020 & 09/23/2020 & 01/13/2021 & 03/17/2021)



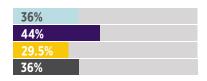
A. We're doing breach letters only.



B. We're referring to counsel but not going to first legal yet.



C. Yes, we're going to first legal in states where moratoriums are over.

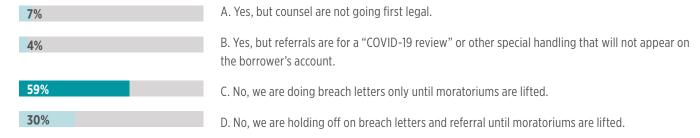


D. No, we're still holding off.

Will you re-breach a borrower who received a breach letter before COVID-19 and was then placed on a forbearance (assuming loss mitigation efforts fail)? (10/21/2020)

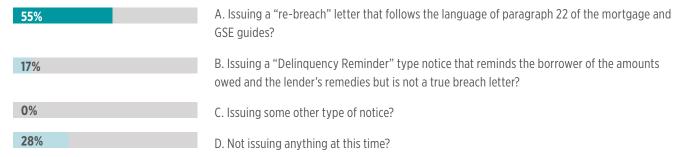


Are you referring any files to foreclosure counsel while moratoriums are in place? (11/18/2020)

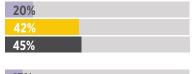




### For loans that were delinquent before the foreclosure moratoriums, are you: (12/02/2020)



Related to the above question: If a borrower received a breach letter before COVID-19 (March 2020) and remains delinquent, are you doing any of the following (this envisions borrowers who were on forbearance and couldn't resolve the delinquency, as well as those who were never on a forbearance)? (01/13/2021 & 04/21/2021)



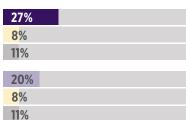
A. We are "re-breaching" the loan and following all the requirements of paragraph 22 of the mortgage/DOT.



B. We are sending a Delinquency Reminder Notice that expressly advises of the reinstatement amount.



C. We are sending a softer reminder letter that advises that they are delinquent but not listing the reinstatement amount.



D. We are not sending any default-related notices at this time.

E. Something else

Have you received any CDC Eviction Notices from tenants in REO properties? (03/31/2021)

89%	A. No
0%	B. Yes but we don't accept them
11%	C. Yes and we accept them
0%	D. Other



If foreclosure was already completed and the borrower is still in the home, are you: (03/31/2021)

44%	A. Attempting cash-for-keys agreements and requesting voluntary moveout?
11%	B. Communicating with borrowers but not pressing for moveout or eviction?
33%	C. Proceeding with eviction where permitted by state?
11%	D. Other

For non-GSE loans, and despite the lack of formal guidance/rulemaking at this time, are you considering tolling the 120-day foreclosure time period for the time in which a borrower is on forbearance (i.e., are you requiring that the borrower have at least 120 days of missed payments outside of a forbearance period before filing for foreclosure)? (03/17/2021)

17%	A. Yes
24%	B. No
59%	C. Haven't yet decided

For portfolio loans in which there is currently no foreclosure moratorium, and prior to the effective date of the CFPB's new proposed rule, do you plan to file first legal on closed-end residential mortgage loans secured by the borrower's primary residence? (04/21/2021)

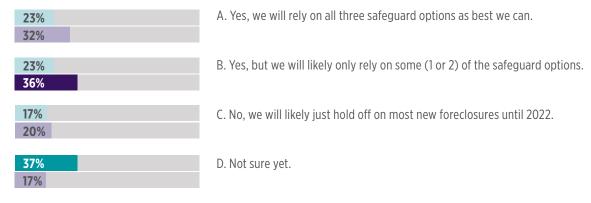
27%	A. Yes
42%	B. No
31%	C. Not sure yet

For GSE loans, and to the extent there is a gap between the end of the GSE foreclosure moratorium and the effective date of the CFPB's proposed rule, do you plan to file first legal on closed-end residential mortgage loans secured by the borrower's primary residence? (04/21/2021)

15%	A. Yes
35%	B. No
50%	C. Not sure yet / will wait on feedback from GSEs



Although it is still early, do you believe that you will take advantage of the "procedural safeguards" beginning on August 31 in order to start foreclosures during the latter part of 2021? (07/07/2021 & 07/21/2021)



If a borrower (1) was more than 120 days delinquent on March 1; (2) brought his/her account less than 120 days delinquent after March 1; (3) and then became more than 120 days delinquent (again), will you seek to satisfy a CFPB Procedural Safeguard before filing first legal (i.e. do you believe the rule applies in this scenario)? (07/21/2021)



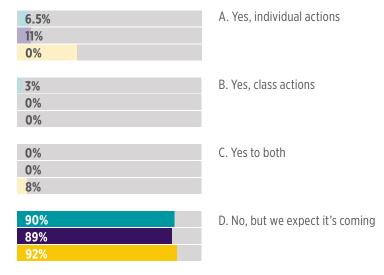
Do you believe that you will take advantage of the CFPB's "procedural safeguards" in order to start foreclosures during the latter part of 2021? (09/01/2021)

48%	A. Yes, we will rely on all three safeguard options as best we can.
21%	B. Yes, but we will likely only rely on some (1 or 2) of the safeguard options.
31%	C. No, we will likely just hold off on most new foreclosures until 2022.
0%	D. Not sure yet.

# Litigation



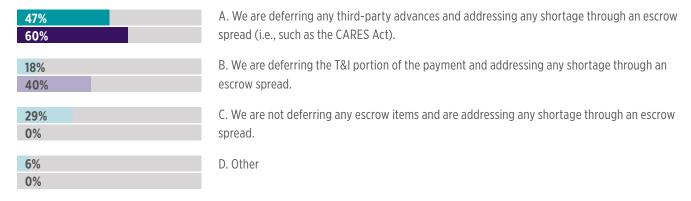
Have you started to receive CARES Act or forbearance-related litigation? (Polled on 05/20/2020 & 09/16/2020 & 02/03/2021)



### **Normal Servicing**



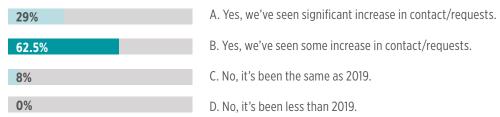
#### For non-CARES Act loans, how are you handling escrow after forbearance? (07/29/2020 & 04/21/2021)



### What is your plan for modifying onsite review of vendors in 2020? (08/12/2020)

80%	A. We're going fully remote, using Zoom/WebEx.
0%	B. We are still going onsite as before, using social distancing.
0%	C. We're modifying our process somehow.
10%	D. We are skipping the audit until we can go onsite.
10%	E. Other

### Has regulator outreach to your company increased (document requests, exams, etc.)? (09/16/2020)



# Does your annual escrow statement offer a borrower with a shortage of more than one month's escrow payment the option of repaying in a lump sum and, if so, do you plan to remove that option? (09/23/2020)

41%	A. Yes, our statement does offer the lump sum repayment option, and we DO plan to remove it going forward.
18%	B. Yes, our statement does offer the lump sum repayment option, and we DO NOT plan to remove it going forward.
23%	C. No, our statement does not offer the lump sum repayment option.
18%	D. Unsure

### **Normal Servicing**



#### Are you waiving late fees for borrowers who are not in a forbearance? (10/7/2020 & 02/17/2021)



A. Yes, if a borrower calls and requests it.

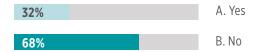
54.5% 20%

B. Yes, if a state urges waiver of late fees during state of emergency.

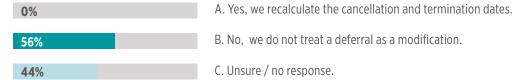
**45.5% 75%** 

C. No, borrower must be on a forbearance to get fee waiver.

#### Have you identified your cut-over date to SOFR? (10/28/2020)



In connection with PMI cancellation and termination under the Homeowners Protection Act, are you considering a deferral to be a "modification of the terms or conditions of [the] loan" that triggers a recalculation of cancellation and termination dates? (10/28/2020)



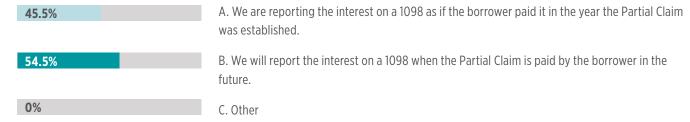
#### Are you transitioning away from LIBOR before the end of 2021? (10/28/2020)



### Are you waiting on the GSEs to announce legacy-servicing specific guidance? (10/28/2020)



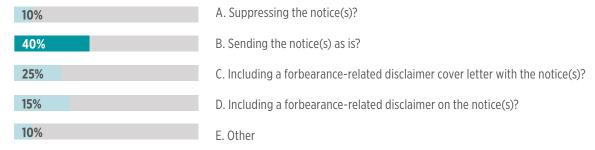
# How are you reporting the interest on a borrower's 1098 Mortgage Interest Statement when they receive a HUD Partial Claim? (11/4/2020)



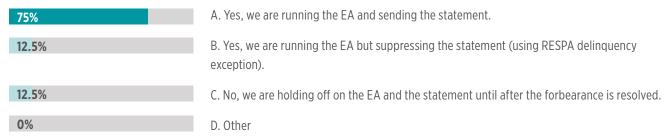
### **Normal Servicing**



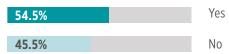
For state and federally mandated servicing notices that (arguably) must be sent even when a borrower is on a forbearance but that might create some risk/confusion (i.e., CFPB early intervention letter), are you generally: (12/09/2020)



Are you running annual escrow analyses (EA) and sending statements for borrowers who are on a forbearance? (01/13/2021)



Do you have a formal fair servicing program? (06/16/2021)



Fair Servicing: Do you track race/ethnicity in loss mitigation and foreclosure? (06/23/2021)



Section 1026.10(b)(4) of Reg Z states that creditors who accept nonconforming payments "shall credit payments within five days of receipt." Do you use: (09/15/2021)



Did you adopt the CFPB Spanish translations for early intervention notices? (09/15/2021)

0%	A. Yes, in full
33.5%	B. Yes, in part
66.5%	C. No



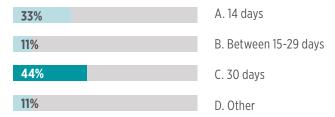
### For a HUD COVID-19 Partial Claims calculation, do you: (02/24/2021)

28.5%	A. Include only the amount of the missed payments during the forbearance period?
28.5%	B. Include the amount of the missed payments during the forbearance period plus one month of processing time?
14.5%	C. Include the amount of the missed payments during the forbearance period plus up to two months of processing time?
0%	D. Other (please explain)
28.5%	E. We don't service HUD loans.

# Are you including escrow shortage in HUD COVID-19 Loan Mods and COVID-19 Combination Partial Claim and Loan Modification? (03/10/2021)

72%	Α.	Yes
17%	В.	No
0%	C.	Other
11%	D.	We don't service HUD-backed loans.

### How many days do you allow the borrower to return the partial claim agreement? (05/19/2021)



### How many processing months are you including in the PC? (05/19/2021)

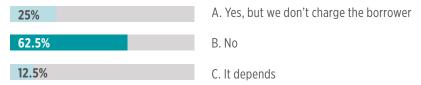
100%	A.1
0%	B. 2
0%	C. Other

# Do you have a cutoff date at some point in the month to terminate (or perhaps restart) the process due to HUD timing concerns? (05/19/2021)

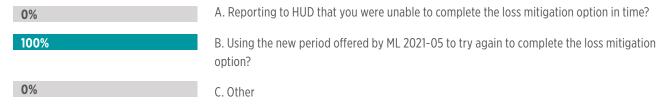
0%	A. Yes
100%	B. No
0%	C. Other



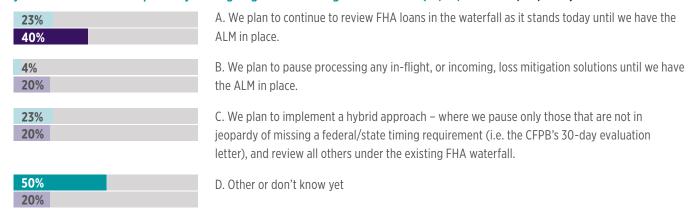
For FHA loans, if you didn't confirm occupancy when you first engaged with a consumer and offered a forbearance, do you conduct exterior inspections during the forbearance? (04/07/2021)



For FHA loans where the forbearance already expired and you were not able to complete a loss mitigation option within the original 90-day period, are you: (04/07/2021)



You are not required to implement HUD's new ALM program until August 24th. However, upon implementation, you must evaluate certain sets of borrowers where final mod documents were not provided as of June 25th. Given this, what are your intentions with respect to your ongoing FHA loss mitigation reviews? (07/07/2021 & 08/04/2021)



When sending out original documents for a HUD Partial Claim to be executed by the borrower, do you? (07/21/2021)

50%	A. Send 1 note and 1 partial claim
50%	B. Send 2 notes and 2 partial claims
0%	C. Send 1 note and 2 partial claims
0%	D. Other (please explain)

#### Are you subordinating FHA Partial Claims? (09/01/2021)

0%	A. Yes
17%	B. No
83%	C. Hasn't come up yet



### How are you handling notary issues? (04/22/2020)

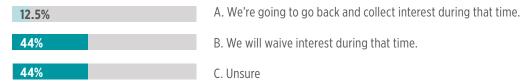
0%	A. RON
12.5%	B. RIN
44%	C. Both
44%	D. In-person notary



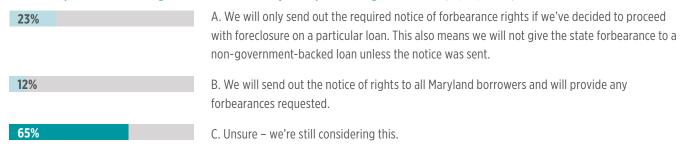
### How are you handling Delaware's order? (06/02/2020)

18.5%	A. We are not collecting ANY interest during the period of emergency for loans that are in foreclosure.
26%	B. We are not charging late fees or excess interest during the period of emergency for loans that are in foreclosure, but we are assessing normal accrued note interest.
18.5%	C. We think the order is unconstitutional / problematic and are pushing back.
37%	D. We haven't considered this yet.

# How do you interpret Delaware's 23rd modification regarding collection of interest from March 24, 2020, through June 30, 2020? (07/08/2020)



# Maryland's new Executive Order requires offering forbearances of up to a year to non-federally backed loans as a condition precedent to filing a new NOI. How are you implementing this order? (10/21/2020)



# To comply with the new Maryland Executive Order regarding non-federally backed mortgage loans, will you: (Polled on 11/04/2020 & 12/09/2020)

25% 16.5%	A. Send the notice of rights to all borrowers, regardless of delinquency (and including loans already in foreclosure)?
19% 39%	B. Send the notice of rights to all borrowers who are delinquent but not yet in foreclosure?
6% 5.5%	C. Send the notice of rights to all borrowers who are not yet in foreclosure?
<b>50% 39%</b>	D. Unsure – we're still working through this.



### Are you offering deferrals or extensions for GSE loans under the MA & OR state laws if borrower insists? (09/08/2020)

62%	A. Yes, we are following the state law even if GSE waterfall does not agree.
0%	B. No, we are following the GSE waterfall options only.
38%	C. Not sure, we haven't had to address this yet.

# Massachusetts and Oregon: Where a GSE borrower does not receive a flex modification, how are you handling the state requirement to defer the forborne amounts? (10/21/2020)

14%	A. Defer P&I only
57%	B. Defer PITI
14%	C. Defer P&I and escrow advances
14%	D. Other

# Massachusetts Act 65 prohibited initiation of the foreclosure process from April 20, 2020, to October 17, 2020. Are you rebreaching in Massachusetts? (11/4/2020)

36%	A. Yes
29%	B. No
14%	C. It depends
21%	D. Unsure – still working through it

### Are you asking for a package to "demonstrate financial hardship" in New York? (08/12/2020)

0%	A. Yes, full package each time forbearance or extension is requested.
0%	B. Yes, some documents each time forbearance or extension is requested.
0%	C. Yes, full package if forbearance beyond 180 days is requested.
36%	D. Yes, some documents if forbearance beyond 180 days is requested.
64%	E. No, attestation only for the entire period.

# How are you handling the expiration of a borrower's 90-day forbearance under the New York Executive Order if you are unable to make contact with the borrower? (08/12/2020)

A. We're auto-extending to 180 days and will continue to do so.
B. We require that the borrower contact us and request another forbearance.
C. We were auto-extending to 180 days but are going to stop based on the FAQ and start requiring new contact.



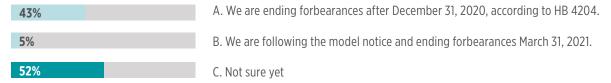
If borrower has received 180 days forbearance in New York and won't make contact, will you defer to maturity at that point? (08/12/2020)

70%	A. Yes
0%	B. No, we'll extend the forbearance again.
30%	C. No, but we are not extending the forbearance automatically.
0%	D. Other

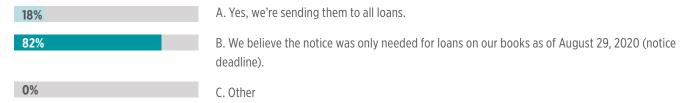
New York Forbearances: Have you found a way to solve for the "repayment over lifetime of loan" option required after forbearance? (05/19/2020)

33.5%	A: Yes
66.5%	B: No

In Oregon, are you allowing accommodations under HB 4204 according to the definition of the emergency period (ending December 31, 2020) or the emergency period plus 90 days (March 31, 2021) as stated in Oregon's model notice of rights? (12/09/2020)



Have you continued to send Oregon Notice of Rights to newly originated loans? (12/09/2020)

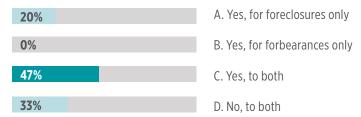


With respect to state regulatory "guidance" (such as the Texas OCCC's "Regulated Lender Advisory Bulletin: Coronavirus Emergency Measures"), are you: (09/30/2020)

41%	A. Following the "guidance" as closely and strictly as possible?
36%	B. Considering it in spots (but not closely/strictly following it)?
23%	C. Basically ignoring it in favor of state and federal mandatory laws?



Do you believe that the Oregon EO 20-67 properly extended the forbearance and/or foreclosure deadlines under HB 4204? (01/06/2021)



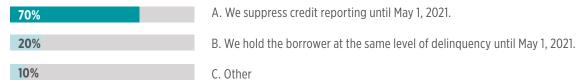
Are you going to proceed with foreclosures in Oregon at this time (for whatever reasons)? (01/06/2021)



For PLS loans, are you moving ahead with foreclosures in Washington? (02/10/2021)



In New York, if in receipt of a hardship declaration that stays foreclosure or eviction, how are you handling credit reporting? (02/10/2021)



Are you sending a Notice of Rights for forbearance for non-CARES Act loans in Maryland in order to later conduct foreclosures? (02/24/2021)



### For PLS loans, are you moving ahead with foreclosures in Maine? (03/17/2021)

18%	Yes, as to all
64%	Yes, vacant properties only
18%	No
0%	Other (please explain)



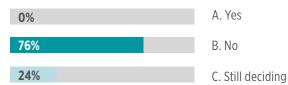
Have you received pushback from Fannie Mae or Freddie Mac regarding offering a COVID-19 Deferral for a Massachusetts 35B "certain mortgage loan"? (08/04/21)

0%	A. Yes
100%	B. No

### **Return to Work Issues**



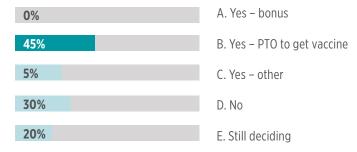
### Are you planning on requiring employees to be vaccinated (to remain employed)? (05/12/2021)



### When do you plan to bring employees back to the office? (05/12/2021)



### Are you (will you) offering incentives to get the vaccine? (05/12/2021)



### When employees return, are you requiring? (05/12/2021)

0%	A. Masking
0%	B. Social Distancing
0%	C. Closing common areas (kitchen/breakroom)
70.5%	D. Any 2 of the above
29.5%	E. All of the above

Do you plan to leave certain groups of employees remote permanently who do not need to be in the office because their function is not a licensable activity required to be performed in a licensed location? (05/12/2021)

59%	A. Yes
4.5%	B. No
36.5%	C. Still deciding

### **Return to Work Issues**



For your servicing operational personnel (as opposed to members of the compliance, legal, HR, and similar departments), when do you anticipate having at least 75% of your personnel back in the office? (06/23/2021)

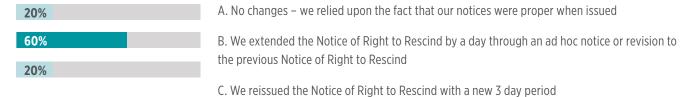
4%	A. We are already back in the office full time.
32%	B. We are requiring personnel back in the office full time starting in Q3 2021.
23%	C. Not yet – but we are monitoring guidance from our state regulators and have not determined how to proceed even though we are aware that at least one state's leniency ends at the end of June (Nevada).
9%	D. Not yet - we are aware of guidance from state regulators ending work from home flexibility in the near future but aren't going to change our work from home plans for just a small number of states.
9%	E. We are requiring personnel back in the office during Q4 2021.
23%	F. We are committed to allowing servicing operational personnel to work from home through the remainder of 2021.
0%	G. We have different policies depending upon where our offices are located.



### How did you approach loans within the 3 days window for Closing Disclosures? (06/23/2021)

11%	A. We proceeded as planned
67%	B. We extended closings by at least 1 day
22%	C. We asked borrowers what they preferred and/or obtained a waiver for proceeding as scheduled

### How did you approach loans that already had their Notice of Right to Rescind Issued? (06/23/2021)



If you extended the Rescission Period or reissued the Notice of Right to Rescind, did you delay funding the loan until the extended Rescission Period expired? (06/23/2021)

67%	A. Yes – we delayed funding until the end of the new rescission period
33%	B. No – we funded the loan at the end of the original rescission period

# **COVID-19 Mortgage Servicing Roundtable Team**





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