

# Closing the Loan Issuance of the Loan Note Guarantee

Single Family Housing Guaranteed Loan Program (SFHGLP)



# Today's Topics

- □ Regulation 7CFR Part 3555 Subpart C
- □ SFHGLP Handbook 1-3555, Chapter 16
- ☐ Handbook update: Mandatory use update
- □ Closing the Loan
- □ Lender Loan Closing (LLC) System
- □ Agency Review & Issuance of the LNG
- ☐ Frequently Asked Questions
- ☐ Lender Toolkit





# Loan Note Guarantee

Regulation 7CFR Part 3555, Subpart C

Handbook 1-3555, Chapter 16





# Handbook Update

Handbook 1-3555, Chapter 16

HB-1-3555, Chapter 16



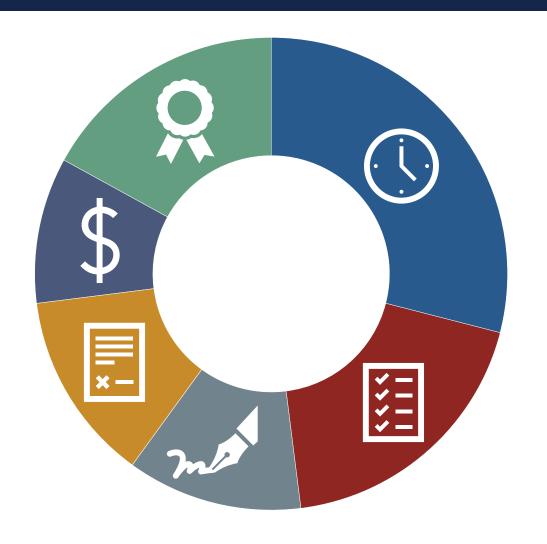
# **Chapter 16 – Closing the Loan and Requesting the Loan Note Guarantee**

- ➤ Mandatory GUS and LLC Final Rule
- GovDelivery Announcement Published
- ➤ Effective May 9, 2022 Mandatory Use
- > Loans not supported by GUS are not impacted



Handbook 1-3555, Chapter 16

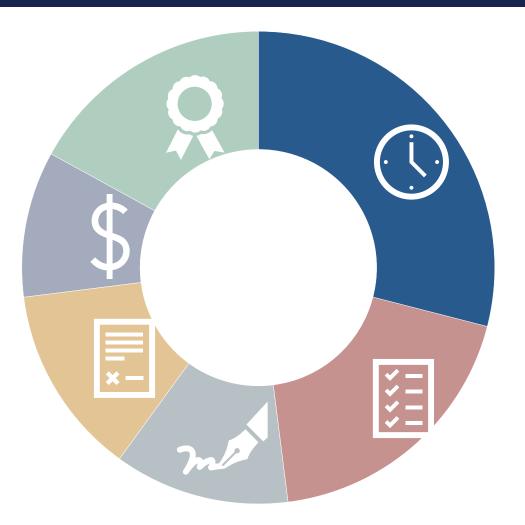
HB-1-3555, Chapter 16 and 7CFR 3555.107



### **Closing the Loan**

- ➤ The lender is required to comply with all conditions as stated on the Conditional Commitment for Single Family Housing Loan Guarantee, Form RD 3555-18/18E and any attachments.
- ➤ The loan must close under the same, or better terms as underwritten and approved for in the Conditional Commitment.
- ➤ A loan should never close prior to the issuance of the Conditional Commitment.
- ➤ If loan should close prior to issuance of the Conditional Commitment, it will jeopardize the issuance of the LNG to the lender

HB-1-3555, Chapter 16 and 7CFR 3555.107



#### **Timeframe:**

- ➤ Purchase and Refinance Transactions: The lender has 90 days from the issuance of the Conditional Commitment to close the loan One 90-day extension may be requested prior to the expiration of the Conditional Commitment
- ➤ Construction Transactions: The expiration date for the new construction, other than the "combination construction permanent loan" AKA "Single-Close loan", should correspond with the estimated project completion date but not exceed 12 months
- The Agency must grant any approved extensions in writing
- ➤ Once the loan closes, the lender should submit the required documentation to the Agency within 30 days for issuance of LNG

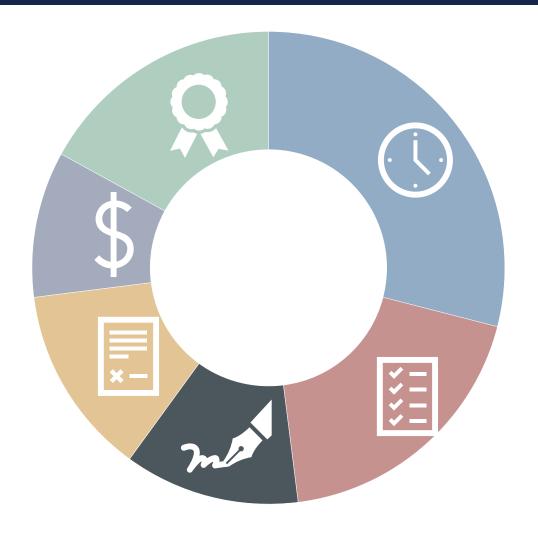
HB-1-3555, Chapter 16 and 7CFR 3555.107



### **Compliance:**

- ➤ The loan must close under the same, or better terms as underwritten and approved for as reflected on the Conditional Commitment
- Adverse changes may require the release of the application submitted in GUS to the lender for correction and resubmission
- The Agency must verify in writing prior to loan closing that the changes are acceptable
- Rural Development does not require specific loan documents for closing
- ➤ Any cash back to the borrower must be for pre-paid eligible loan purposes only

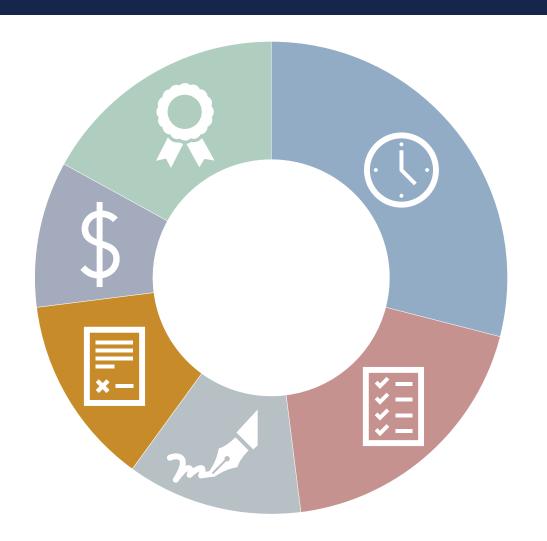
HB-1-3555, Chapter 16 and 7CFR 3555.107



#### **Signatures:**

- ➤ All parties applying for the loan and assuming the responsibility of the mortgage debt must sign the loan application and addendum
- Standard industry closing documents are utilized when closing the loan
- ➤ Any person whose signature is required by state law, such as a non-purchasing spouse must sign the security instruments and/or note
- All owners that will be vested on title must sign the security instrument
- ➤ Lenders should never encourage or ask borrowers to sign blank or incomplete documents
- ➤ E-signatures are acceptable

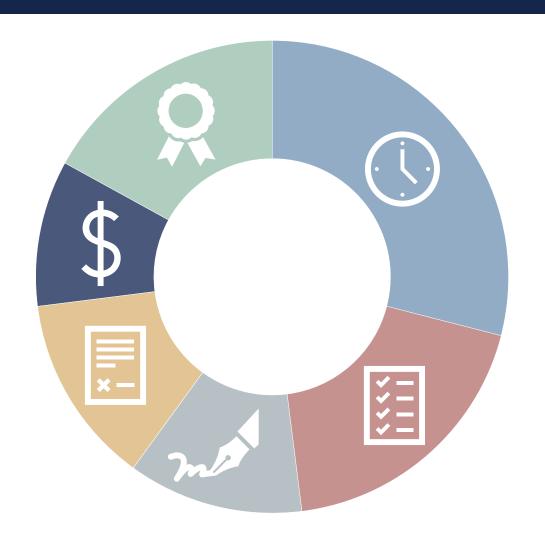
HB-1-3555, Chapter 16 and 7CFR 3555.107



### **Power of Attorney:**

- ➤ Any specific or general POA must comply with state law and allow for legal enforcement of the mortgage note
- ➤ For military personnel, a POA may only be used for one of the applications (initial or final) but not both
- For incapacitated borrowers, a POA may only be used in specific situations
- ➤ Electronic signatures may be accepted with certain criteria

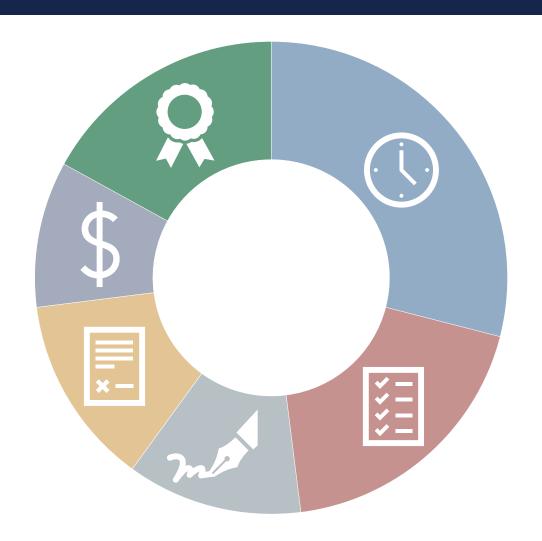
HB-1-3555, Chapter 16 and 7CFR 3555.107



## **Interest Credit Closing:**

- ➤ Allowed for loans that were scheduled to close at the end of the month but did not due to unforeseen circumstances
- ➤ Lenders and Borrowers may agree to credit the per diem interest to the borrower and have mortgage payments begin the first of the succeeding month

HB-1-3555, Chapter 16 and 7CFR 3555.107



#### **Lender Certification:**

- ➤ The lender will certify that the loan has been underwritten and closed in accordance with the regulation and that it meets all conditions set forth from the Conditional Commitment
- ➤ The lender certification attests that all required documentation has been provided to the Agency
- The lender will acknowledge that upon receipt and acceptance of the conditions of the Conditional Commitment and the required fees that the Agency will issue the Loan Note Guarantee

# Forms of Ownership

HB-1-3555, Chapter 16.12

Secure Leasehold Interest	Native American Restricted or Trust	All Other
Applicant must be unable to obtain fee-simple title to the property	Evidence that the tribe has enacted legally binding and effective foreclosure & eviction procedures	Leasehold estates are an accepted practice and readily marketable in the area where the subject property is located
The rent charged for the lease must not exceed the rate paid for comparable leases	Evidence that the tribe has adopted procedures ensuring that the guaranteed loan will always have 1st lien position	Neither the leasehold nor the fee-simple title may be subject to a prior lien unless Agency authorizes acceptance
The appraisal must document these conditions	Lender must have a copy of the tribe's lease for use on residential land	The lease must be in writing, recorded and contain all required provisions
The lessor must own the fee-simple title	Lender will adhere to the Tribe's mortgage, foreclosure and eviction ordinances and terms of lease	The language regarding amendments to mortgages with leasehold interest must be inserted in the mortgage

## Insurance Requirements

HB-1-3555, Chapter 16.12C



#### **Hazard Insurance**

- Lenders must ensure that borrowers continuously maintain insurance
- Hazard policy must be in effect at the time the loan is closed
- Borrower occupied properties should have replacement cost coverage
- ➤ Lenders should adopt accepted industry standards
- Deductibles should not exceed the GREATER of \$1,000, 1% of the policy coverage or minimum deductible offered by borrower's chosen insurance carrier



#### **Flood Insurance**

- Required for properties located within a SFHA
- Property must be located in NFIP participating community
- ➤ Flood policy must be in effect at the time the loan is closed
- ➤ Flood insurance must cover the LESSER of the outstanding principal balance of the loan or the maximum amount of coverage allowed under NFIP
- Deductibles should not exceed the GREATER of \$1,000, 1% of the policy coverage or minimum deductible offered by borrower's chosen insurance carrier

## Loan Closing

HB-1-3555, Chapter 16





**Closing Date** The date of closing will be defined as the closing date listed on the Closing Disclosure



**Duplicate LNG** Lenders utilizing the LLC system can retrieve a reissued LNG from the LLC system, or request a certified copy, scanned copy or duplicate original



**Transfer of Loans/Servicing Rights** Lenders may transfer guaranteed loans to other USDA approved lenders by following the requirements in Chapter 4 of our handbook



**Lien Position** The guaranteed loan must have first lien position at closing, however, the lender may permit liens junior to the guaranteed if certain criteria is met



# Lender Loan Closing (LLC) System

HB-1-3555, Chapter 16

# Electronic Closing – Lender Loan Closing (LLC)

HB-1-3555, Chapter 16



## Submission Method

Closing documents submitted electronically through LLC system



#### Fees

Upfront
Guarantee Fee
and Technology
fee submitted
electronically
through pay.gov



# Required Documents

Minimal documentation needed to satisfy closing requirements



# Level 2 eAuthentication

Apply through an approved participating SFHGLP lender

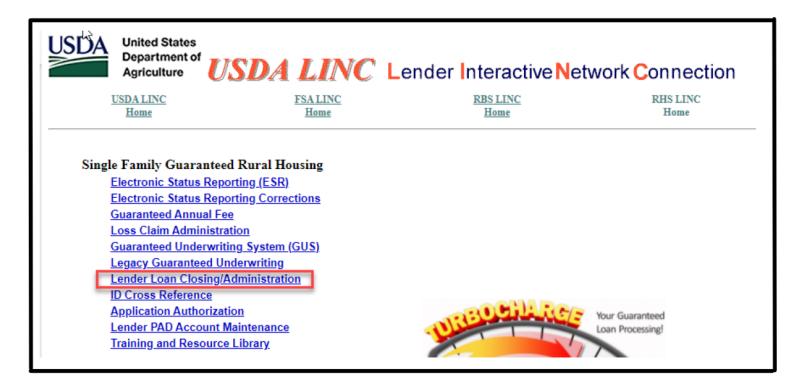


		TI A (0 C) 1 TO 11 TO		
Tax Identification Number	(TIN):	<b>User Agreement for Single Family Hous</b>	ing Guarantee Lender Loan Closing	
Complete legal name of Bu	usiness [aka: User]			
		1.0 Introduction		
Street address of User				
(Street, City, State, Zip Code	<u> </u>	This agreement (Agreement) between the U.S. Department of Agri	culture (USDA) Rural Housing Service, hereafter known	
	-			
		Agency, and known as Lender and, together with the Agency, the Parties, prescr	ribes the general procedures and policies to be followed	
		when the USDA Lender Interactive Network Connection (LINC) is		
Name of person executing	Agreement for Lender	(GLS) for submitting electronic data in lieu of the paper documents		
Title of person executing A		Agency.		
Date of Execution	<u> </u>	<i>v</i> ,		
		The Lender and the Agency are parties to an Agreement for "Partic	cipation in Single Family Housing Guaranteed/Insured Lo	
		Programs of the United States Government" (RD Form 3555-16, fo		
Lender Security Administr	ator (SA) Information	Agreement). The Lender and the Agency desire to adopt mechanis	sms that facilitate and streamline the delivery of the "Loa	
		Note Guarantee" through the use of electronic communications by		
Name of SA #1		,	5 ,	
E-mail of SA #1 Phone Number SA #1		The Lender and the Agency intend that such electronic communica	tions and transactions shall, to the same extent as execute	
Fax Number 5A #1		original written documentation, constitute their valid, enforceable agreement with respect to the subject matter thereof.		
			. ,	
e-Auth ID of SA #1 *		_		
A Level 2 e-Auth ID can also be used for Level	1 eAuth system access.			
		te and Account" and then click on "Register for a Level 2 Account." The e-Auth ID must be activated by clicking tionally, Level 2 activation cannot occur without identity proofing. This can be accomplished online by clicking		
on https://usdaoidp.sc.egov.usda.gov/ and e	ntering the new Level 2 e-Auth ID and password	created in the previous step. Identity proofing may also be requested by contacting a USDA Local Registration		
	ted online at http://www.eauth.egov.usda.gov, name, telephone number, and e-Auth ID they cre	If unsuccessful finding an LRA, please send an email request to <u>RD.NFAOC.HSB@STL.USDA.GOV</u> stating identity pated.		
F				
Security Administrator(s) ider	itified are valid for:	Only the location listed in the address above		
	L /	All locations/branches of the organization (check only one)		
		// <b>*</b>		
Lender Representat	<u>ive</u>	<u>"Agency"</u>		
_		By Signature Authority of the Deputy Administrator,		
Ву				
Signature		USDA BUS Single Femily Heuring		
Bysignature Titlesignature		USDA, RHS Single Family Housing		
Title		USDA, RHS Single Family Housing		
		USDA, RHS Single Family Housing		

#### **Lender Approval for LLC**

- Lenders must complete and submit "User Agreement for Single Family Housing Guarantee Lender Loan Closing"
- Lenders must also have an approved Form RD 3555-16
- Access the Lender Loan Closing (LLC) User Guide on the LINC Training & Resource site

#### https://usdalinc.sc.egov.usda.gov/RHShome.do



#### **Submitting the Closing Package**

- Lenders will access the LLC system through the USDA LINC site
- Lenders can submit a loan closing, cross reference borrowers and view documents and payment history
- Lenders will complete all applicable field and upload required documents through this link
- Payment of the guarantee fee and the technology fee will be completed through the pay.gov interchange



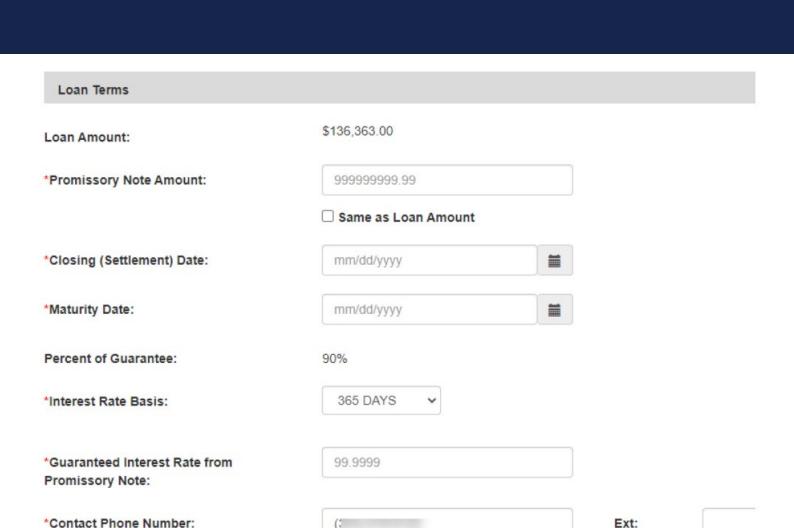
#### Single Family Housing Add Loan Closing SFH Lender Administration List SFH Add Loan Closing Borrower Information / Application Information / Lender Information / Pre-Authorized Debit Accounts / Lender Information / Lender **Borrower Information** 46 ..... 7 Borrower ID: Name: Address: Property Address: Geographic State: Geographic County: Application Information GLS Application Number: Received Date:

25

**GUS Application ID:** 

#### **SFH Add Loan Closing**

- This page will be partially completed with information submitted by the lender through GUS
- Borrower and application information will be pre-populated based on lender's input from application
- All editable fields will be completed by the lender
- Non-editable fields will be grayed out



#### **Important Tips**

- Enter Promissory Note Amount as it appears on the Note
- Complete Closing Date must be entered as it appears on the Closing Disclosure
- Maturity Date should match that of Promissory Note
- Interest Rate defaults to 365 days but can be changed to 360 by selecting drop down box
- Guarantee Interest Rate should match Promissory Note



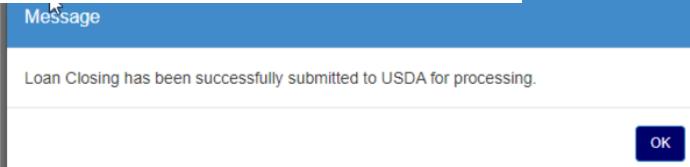
Fees		
Upfront Guarantee Fee	Purpose Code:	3 - INITIAL CLOSING (FEE)
	Amount:	\$1,363.63
	Deposit Date:	
Technology Fee	Amount:	\$25.00
	Deposit Date:	

#### Fees

- The Fee section is pre-populated based on the Loan Amount established for the Upfront Guarantee Fee and the current Technology Fee
- If Loan Amount DECREASES, the Upfront Guarantee Fee amount is modified when the page is submitted by the lender
- Deposit Date should remain blank until the fees have been transferred from the lenders PAD account







#### **Lender Submission**

- Confirm lender submission will take the lender through a series of screens to review the information as input
- If any of the information is noted to have an error or incorrect data, the lender may click "Cancel" which will take the user back to the "Add Closing" page so that the data may be corrected
- Once all data has been verified, click "OK" at last prompt to submit for processing





#### Single Family Housing Lender Administration List Payment History SFH Lender Administration List Search/Include Criteria Search by: Lender ID Branch List USDA Borrower ID Select Action and press Borrower ID hyperlink you wish to take action on: Action Jpload Document(s) Borrower ID/ State County **Borrower Name** Lender Loan Number

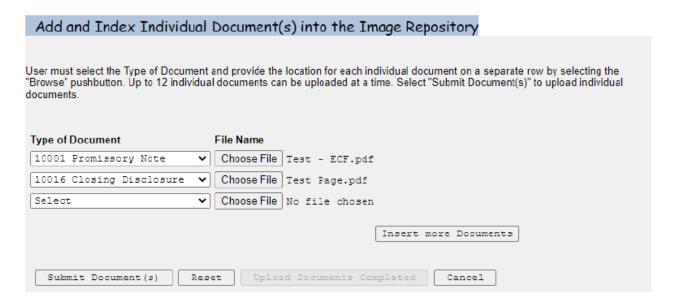
#### **Document Upload**

- Once the package has been submitted, the lender will need to upload the applicable documents
- Input the borrower ID at the SFH Lender Administration List page
- Select appropriate action from the Borrower ID hyperlink





Acceptable file formats include Adobe PDF and TIF (no password protected PDF files). Individual documents or batch files (multiple documents within same file) may be uploaded in the applicable section below. File size is limited to 30MB. Individual documents and batch files may not be uploaded simultaneously.



#### **Document Upload**

- At Lender Upload Document(s) page, select files to upload
- At minimum:
  - Promissory Note
  - Closing Disclosure
- Click "Upload Documents Completed"



# Loan Fees

HB-1-3555, Chapter 16

## Upfront Loan Guarantee Fee

HB-1-3555, Chapter 16.4



#### **Annual Fee**

HB-1-3555, Chapter 16.4





# Pay.gov



#### https://usdalinc.sc.egov.usda.gov/RHShome.do



#### Pay.gov

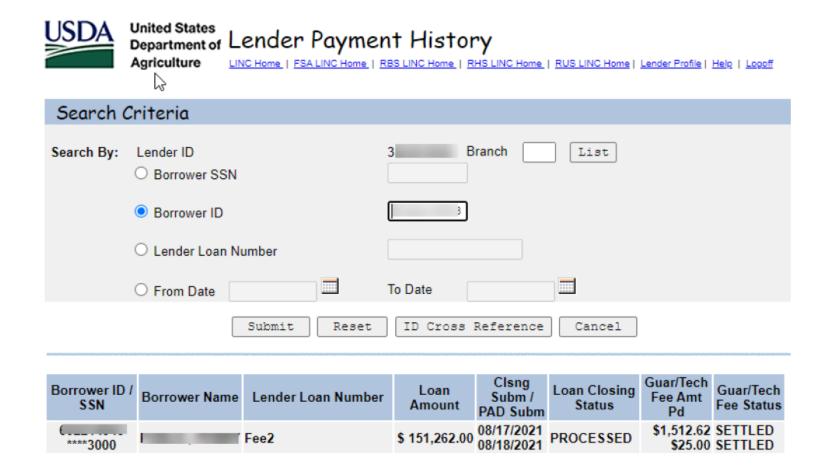
- Lenders utilizing the LLC system must establish a PAD for pay.gov
- System administrators must have verified identity in e-Authentication
- Adding a PAD account is completed through "Lender PAD Account Maintenance"
- The Lender Loan Closing User Guide offers step by step guidance

## Technology Fee

HB-1-3555, Chapter 16.4







#### **Lender Payment History**

- Select the Payment History tab from the Single Family Housing Lender Administration List to confirm receipt of required fees
- There are several ways to search for the loan:
  - Lender Branch
  - Borrower SSN
  - Borrower ID
  - Lender Loan Number
  - Date Range



# Agency Review

HB-1-3555, Chapter 16

## Requesting the Loan Note Guarantee

HB-1-3555, Chapter 16.3 and 7CFR 3555.107(i)(5)

#### 30 DAYS

Within 30 days of loan closing, the lender must request issuance of a loan guarantee

#### **INSURANCE**

The lender will maintain evidence of hazard insurance and, if applicable, flood insurance

#### **SELF-CERTIFICATION**

Self-certified lenders must still submit the settlement statement and promissory note and obtain written authorization from Agency













#### LENDER CERTIFICATION

The lender will certify the loan was closed in accordance with the Conditional Commitment

#### **DOCUMENTATION**

Evidence of documentation supporting the properly closed loan may be submitted to the Agency

#### **AUTHORIZATION**

Authorization for self-certification may be granted if certain requirements are met

## Agency Review and Issuance of LNG

HB-1-3555, Chapter 16.7



#### **INCOMPLETE**

- Additional 30 days granted to correct
- Agency will contact lender
- Agency will return if corrections cannot be made within 30 days



#### **ACCEPTABLE**

- Lender will submit electronically
- Fees through pay.gov
- Lender will retrieve LNG through LLC system



#### UNACCEPTABLE

- Agency will not issue LNG if errors on closing docs
- If Lender makes necessary corrections the Agency will ensure the loan meets regulatory requirements
- FAQs regarding corrections can be found in Attachment 16-B

Agency Review and Issuance of LNG

HB-1-3555, Chapter 16.7

#### **Loan Note Guarantee**

- Once the agency has reviewed and approved the loan closing package as submitted, the LNG will be available on the LLC site
- To access, select "Display Documents" from the Single Family Housing Lender Administration List page
- Select "Display Documents" from the Action Dropdown

This Loan Note Guarantee is issued under Lender Agreement for Guaranteed Single Family Housing Loans dated in connection with the above identified loan.

In consideration of the making of the subject loan by the Lender, the United States of America, acting through the Rural Housing Service of the Rural Development mission area (herein called "RHS"), pursuant to Title V of the Housing Act of 1949 (42 U.S.C. 1471 et. sec.), agrees that, subject to the terms and conditions herein, it will pay to the Lender the lesser of

- Any loss of an amount equal to 90 percent of the principal amount actually advanced to the Borrower, or
- Any loss sustained by the lender of an amount up to 35 percent of the principal amount actually advanced to the Borrower, plus 85 percent of any additional loss sustained by the Lender of an amount up to the remaining 65 percent the principal amount actually advanced to the Borrower.

Loss includes only (a) principal and interest evidenced by the Note; (b) any loan subsidy due and owing, and (c) any principal and interest indebtedness on RHS approved protective advances for protection and preservation of collateral. Additional interest (including any subsidy) shall be covered by the Loan Note Gaurannee up to a limit prescribed by RHS and in effect at the time any loss under this Loan Note Gaurannee is paid. Net proceeds received from liquidation of the collateral will be used in calculating the amount of loss sustained by the Lender. If the Lender acquires the collateral, the net proceeds from collateral for calculating loss shall be determined by RHS and follows: (i) the collateral will be appraised as of the date of acquisition by the Lender then (ii) deduct from such appraised value as estimated of injudication cost which will mitched as allowance for 60 days, the estimated time the property will be held by the Lender.

If RHS conducts the liquidation of the loan, loss occasioned to a Lender by accruing interest after the date RHS accepts responsibility for the liquidation will not be covered by the Loan Note Guarantee.

Lender may sell the guaranteed loan only to a Lender which meets the qualifications and in the manner as provided in 7 CFR part 3555.

Lender may obtain participation in its loan under its procedures. Participation means a sale of an interest in the loan wherein the Lender

retains the note, collateral securing the note, and all responsibility for all loan servicing and liquidation. A participant has no rights under this instrument

#### CONDITIONS OF THE GUARANTEE

#### Loan Servicing

Lender will be responsible for servicing the entire loan and Lender will remain mortgagee and/or secured party of record. The Lender may sell loan servicing rights to an RHS eligible Lender when the purchasing Lender agrees to be bound by all of the same terms as the selling Lender and this agreement and the RHS Lender Agreement for Guaranteed Single Family Housing Loans.

#### 2. Full Faith and Credit

The Loan Note Guarantee constitutes an obligation supported by full faith and credit of the United States and is incontestable except for fraud or misrepresentation of which the lender has actual knowledge at the time it becomes such lender or which the lender participates in

According to the Paperwork Reduction Act of 1995, no persons are required to respond to a collection of information which it displays a valid OME control number. The valid OME control number of this information collection is 0575-0078. The time required to complete this information collection is estimated to average 3 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.

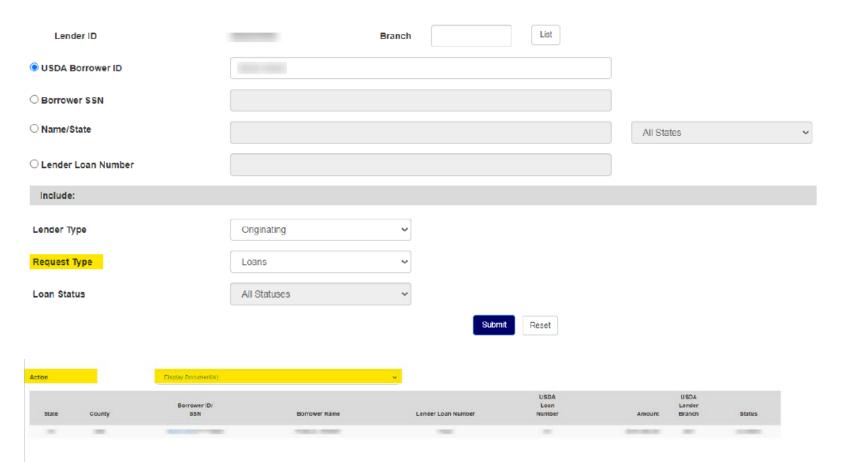


# Post Issuance of the Loan Note Guarantee

HB-1-3555, Chapter 16

# Retrieving the Loan Note Guarantee

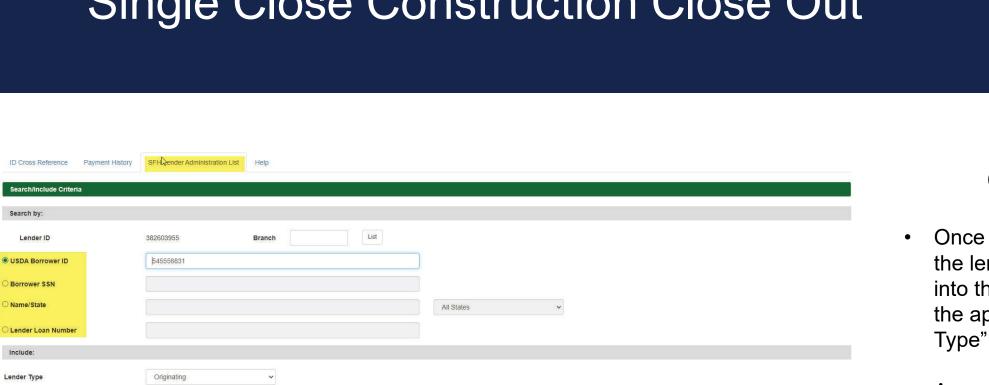




### **Loan Note Guarantee**

- The LNG for Lender Loan closing may be viewed from the Single Family Housing Lender Administration List OR
- Select Obligation or Loans and "submit"
- To display available documents, select "Display Documents" from the Action Dropdown

# Single Close Construction Close Out



SINGLECLOSE

USDA

Loan

USDA

Lender

Branch

001

\$150,000.00

Status

CLOSED

Search by:

Name/State

Include:

Lender Type

Request Type

Loans

Select Action and press Borrower ID hyperlink you wish to take action on:

All Statuses

Single Close Construction/Rehab

MONEY, ASHLEY

Borrower ID

Lender ID

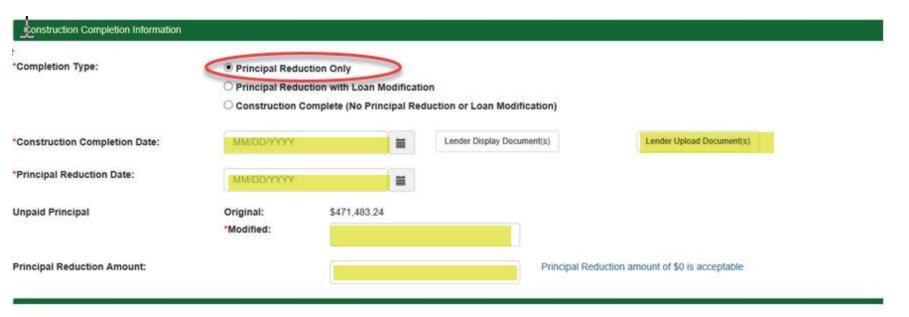
## Construction Once construction is complete, the lender will need to go back into the LLC System to select the appropriate "Completion

**Single Close** 

- Access loan by inputting Borrower ID, SSN, Name/State, or Lender Loan Number
- Select "Single Close Construction/Rehab" in the Action drop down



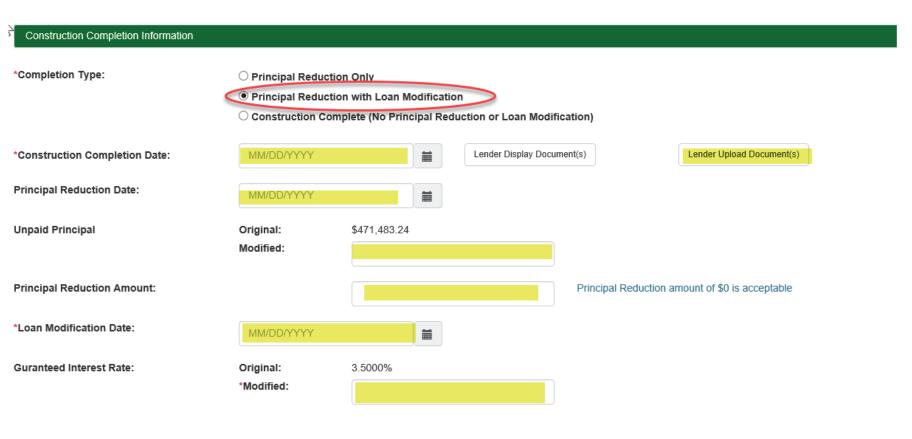




### **Principal Reduction Only**

- Enter the construction complete and principal reduction fields
- Update the modified unpaid principal balance and the amount of the principal reduction
- Upload documentation of evidence of the principal reduction and lender certification

# Single Close Construction Close Out

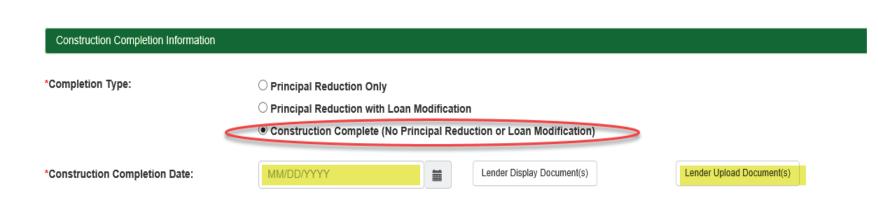


# Principal Reduction w/ Loan Modification

- Enter the construction complete and principal reduction fields
- Update the modified unpaid principal balance and the amount of the principal reduction
- Loan Modification Date and lower Interest Rate, when applicable
- Upload documentation of evidence of the principal reduction and lender certification







# Construction Complete (No Principal Reduction or Loan Modification)

- Enter only the construction completion date
- Upload documentation of evidence of the principal reduction and lender certification

## Lender and Agency Responsibilities

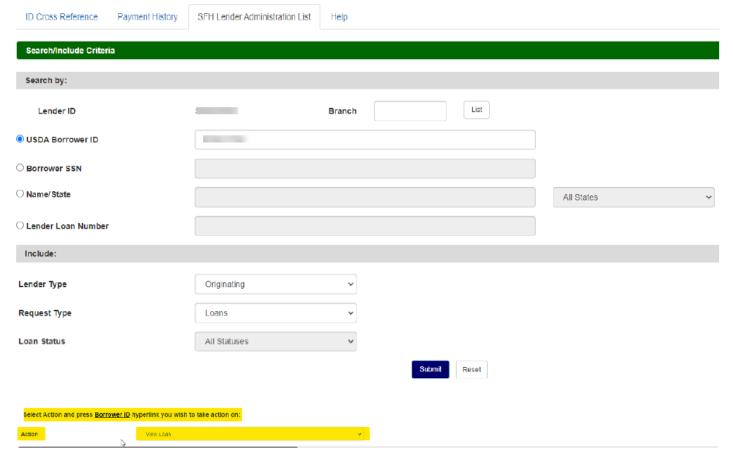
- ✓ Lender must compare the DOT or Mortgage with Title Opinion to ensure 1<sup>st</sup> lien priority
- ✓ Lender must ensure that closing instructions have been followed
- ✓ Agency does not set policy for survey requirements
- ✓ Lender must ensure ownership interest protects the security property
- ✓ Lender must be able to foreclose on property in the event of borrower default
- ✓ Originating lender may be subject to indemnification if they fail to meet lien requirements







### Single Family Housing Lender Administration List



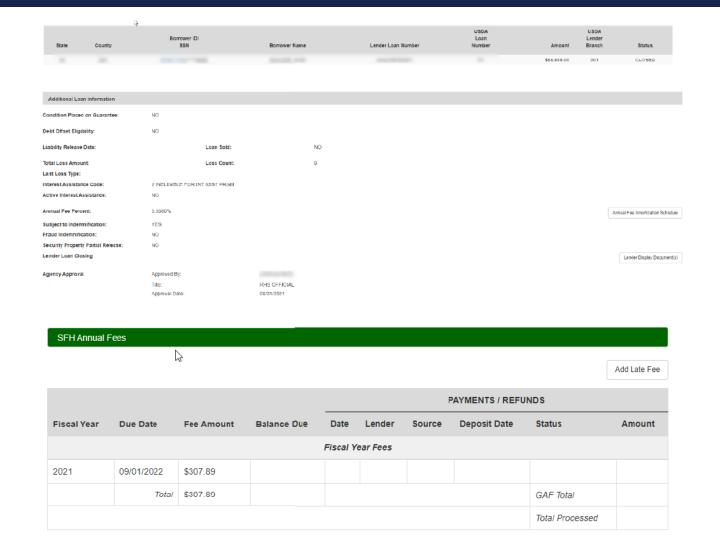
### **View Loan**

- The Single Family Housing Lender Administration List allows users to search the loan by status and view loan information
- This information is only available to the Holding Lender



# Viewing the Loan





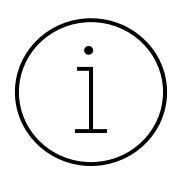
#### View Loan

This allows the Holding Lender to view:

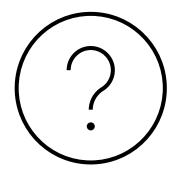
- Annual Fee Amortization
- Annual Fee Due Date
- Fee Amount



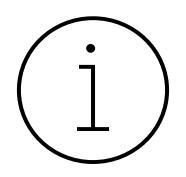
A loan closed at a higher loan amount than what was authorized on the Conditional Commitment. Can a principal reduction for the overage amount be completed?



No. Since the loan has closed, a principal reduction is not acceptable. The lender may perform a loan modification to correct the loan amount to match the issued Conditional Commitment or request Rural Development to release the GUS loan back for correction



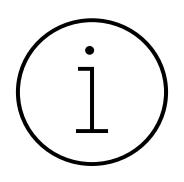
Property taxes in many states are paid in arrears, which results in a large tax credit at closing. Can an applicant receive cash back as a result of this credit?



The credit may be used to pay closing costs, but cannot result in cash back to the applicant. Only costs initially paid by the applicant out of pocket can be returned to the applicant at closing.



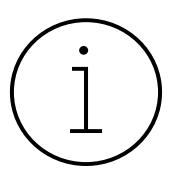
What options are available when the Conditional Commitment will expire prior to loan closing?



The lender has 90 days from the issuance of the Conditional Commitment to close the loan with an opportunity for one 90-day extension. The extension must be requested prior to the expiration of the Conditional Commitment. The lender is responsible for ensuring documentation of credit, income, assets, etc. are updated as needed.



An application has been submitted to Rural Development for review, however, a Conditional Commitment has not yet been issued. Can the loan close since the file has been submitted to Rural Development?

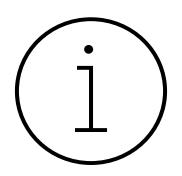


No. The loan cannot close prior to the lender's receipt of the Conditional Commitment.





Now that the mandatory use of the LLC System is in effect, will the Form RD 1980-19 be required?

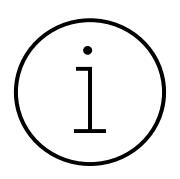


No. Form RD 1980-19, Loan Closing Report is not required for manually submitted closing packages.





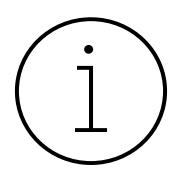
Is a principal reduction at closing acceptable to prevent the applicant from receiving excess cash back?



Yes, a principal reduction at the time of closing is acceptable.

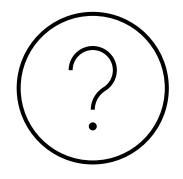


Since a principal reduction at closing is acceptable for borrowers that would be receiving excess cash back, is there a maximum amount that is allowed?

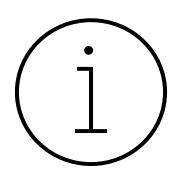


No. There is no limit on the amount of the principal reduction, however, the lender should determine if a loan modification would be a better option for the borrower.





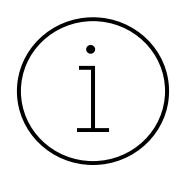
Does USDA allow an applicant to close in a trust?



No. The two forms of ownership that are acceptable to the program are fee-simple and a secured leasehold.



Can the USDA Upfront Guarantee
Fee be noted as a Mortgage
Insurance Premium on the Loan
Estimate and Closing Disclosure?

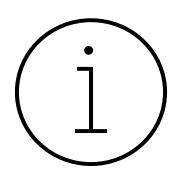


Although Rural Development does not have a requirement as to how the fee is noted on the disclosures, the preference would be to list the fee on a separate line item and note as a Guarantee Fee payable to USDA/Lender.





What is the maximum number of days allowed for an interest credit?



Rural Development does not have a requirement on the number of days allowed on an interest credit.

Lender's standard protocol is accepted.

# Lender Toolkit



### 7 CFR Part 3555



Bookmark It!



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### https://www.rd.usda.gov/resources/regulations/program-regulations

#### PART 3555—GUARANTEED RURAL HOUSING PROGRAM

#### Contents

- ▼ Subpart B Lender Participation
  - § 3555.51 Lender eligibility.
    - § 3555.52 Lender approval.
  - § 3555.53 Contracting for loan origination.
  - § 3555.54 Sale of loans to approved lenders.
  - §§ 3555.55-3555.99 [Reserved]
  - § 3555.100 OMB control number.
- ▼ Subpart C Loan Requirements
  - § 3555.101 Loan purposes.
  - § 3555.102 Loan restrictions.
  - § 3555.103 Maximum loan amount.
  - § 3555.104 Loan terms.
  - § 3555.105 Combination construction and permanent loans.
  - § 3555.106 [Reserved]
  - § 3555.107 Application for and issuance of the loan guarantee.
  - § 3555.108 Full faith and credit.
  - § 3555.109 Qualified mortgage.
  - §§ 3555.110-3555.149 [Reserved]
  - § 3555.150 OMB control number.
- ▼ Subpart D Underwriting the Applicant





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## https://rd.usda.gov/resources/directives/handbooks

#### ▼ HB-1-3555 SFH Guaranteed Loan Program Technical Handbook

Table of Content	S
Chapter 1	Overview
Chapter 2	Record Retention
Chapter 3	Lender Approval
Chapter 4	Lender Responsibilities
Chapter 5	Origination and Underwriting Overview
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Chapter 7	Loan Terms and Conditions
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Chapter 9	Income Analysis
Chapter 10	Credit Analysis
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Chapter 13	Special Property Types
Chapter 14	Funding Priorties
Chapter 15	Submitting the Application Package
Chapter 16	Closing the Loan and Requesting the Guarantee
Chapter 17	Regular Servicing-Performing Loans
Chapter 18	Servicing Non-Performing Loans - Accounts with Repayment Problems
Chapter 19	Loss Claim - Collecting on the Guarantee





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Together, America Prospers

# FAQ Frequently Asked Questions

Single-Family Housing Guaranteed Loan Program Origination





Check back for updates



Don't forget to sign up for GovDelivery updates



### https://www.rd.usda.gov/page/usda-linc-training-resource-library

### **USDA LINC Training & Resource Library**

The Single Family Housing Guaranteed Loan Program has prepared a comprehensive library of resources for all lending partners. In the categories below you have access to all of the training, resources, and important forms for program participation.

If you have questions or need additional information, please contact us. Contact Information: SFHGLP Contact List



**Lender Approval** 

Learn More



**Loan Origination** 

Learn More



**Lender Training** 



**Loan Closing** 





Monitor posted turn times daily



Don't forget to sign up for GovDelivery updates



### https://www.rd.usda.gov/page/sfh-guaranteed-lender

### **SFH Guaranteed Lender**

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#### **Programs & Services**

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Single-Family Housing Guaranteed Lender

For Engineers

**RUS Interest Rates** 

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#### COVID-19

An important notice for servicers with loans insured or guaranteed by the Rural Housing Service <u>CARES Act</u> <u>Forbearance Fact Sheet for Mortgagees and Servicers</u>



We are currently reviewing new loan applications and conditions received on or before **01/10/2022** 

#### **Subscribe to Notifications**

Critical program information such as policy updates, funding status, and automation changes are sent by email through GovDelivery Sign Up to Receive Critical Updates

#### Overview

On February 16, 2020 we integrated the Guaranteed Loan Program into a single integrated national team! For more information, please reference our <u>Integration Information sheet</u>.

USDA Rural Development's Guaranteed Loan Program assists approved lenders in providing up to 100% financing for eligible borrowers (households that do not exceed 115% of the <a href="Median Household Income">Median Household Income</a>) purchasing homes in <a href="eligible rural areas">eligible rural areas</a>. Automated underwriting assistance through GUS (Guaranteed Underwriting System) allows for expanded ratios and flexible credit. Download the <a href="Guaranteed Rural Housing Lender fact sheet">Guaranteed Rural Housing Lender fact sheet</a>.

We now have <u>Single Close Construction-to-Permanent Financing!</u> A single-close loan combines the features of a construction loan and a long-term permanent mortgage. Since there is only one closing, which can save considerable closing costs, the loan is considered a purchase transaction by the agency. The loan note guarantee may be issued once the interim construction loan is closed without waiting for the completion of the property.



# Have a question on POLICY?

Contact the PAC team!

### Need TRAINING?

Contact the LPA team!



# Have a question on a SPECIFIC FILE?



Contact the OPD!

#### SFHGLP Integrated Unit - How to Contact Us:

\*\*Very Important \*\* Effective February 16th, 2020, all states were aligned to one of four production teams. Each production team has their own email inbox as shown below.

#### **Download the Full GRH Contact Sheet**

Production Teams	States
Production Team One SFHGLPONE@usda.gov	AK, AL, AZ, CA, CO, GU, HI, IA, ID, KS, MT, NM, NV, OR, SD, TX, UT, WA, WI, WP, WY
Production Team Two SFHGLPTWO@usda.gov	AR, KY, LA, MN, MO, MS, ND, NE, NJ, NY, OK
Production Team Three SFHGLPTHREE@usda.gov	CT, DE, GA, IL, MA, MD, ME, MI, NC, NH, RI, SC, VT, WV
Production Team Four <u>SFHGLPFOUR@usda.gov</u>	FL, IN, OH, PA, PR, TN, VA, VI

File-specific questions should be emailed to the production team responsible for the state. For example, if you had a question regarding a guaranteed loan application in Nebraska, you would email <a href="mailto:SFHGLPTWO@usda.gov">SFHGLPTWO@usda.gov</a> to contact Team Two.

In most cases, our staff can provide a response within 24 hours during normal business days. We can answer faster if you:

- 1. Identify the state the application is located; if applicable;
- 2. Provide applicant's name, if applicable;
- 3. Include contact information; and
- 4. Indicate if you would like a call back (otherwise you will receive an email reply)



# Have a question on POLICY?

Contact the PAC team!



### **Need TRAINING?**

Contact the LPA team!



Have a question on a SPECIFIC FILE?



Contact the OPD!



#### Single Family Housing Guaranteed Loan Program (SFHGLP)

#### **Contacts & Resources**

TOPIC	CONTACT
File-Specific Questions Information to include in email:  Identify the state the application is located; if applicable;  Provide applicant's name and USDA borrower ID, if applicable;  GUS loan number, if applicable  Include contact information; and  Indicate if you would like a call back (otherwise you will receive an email reply)	Production Team One: <a href="mailto:SFHGLPONE@usda.gov">SFHGLPONE@usda.gov</a> AK, AL, AZ, CA, CO, GU, HI, IA, ID, KS, MT, NM, NV, OR, SD, TX, UT, WA, WI, WP, WY  Production Team Two: <a href="mailto:SFHGLPTWO@usda.gov">SFHGLPTWO@usda.gov</a> AR, KY, LA, MN, MO, MS, ND, NE, NJ, NY, OK  Production Team Three: <a href="mailto:SFHGLPTHREE@usda.gov">SFHGLPTHREE@usda.gov</a> CT, DE, GA, IL, MA, MD, ME, MI, NC, NH, RI, SC, VT, WV  Production Team Four: <a href="mailto:SFHGLPFOUR@usda.gov">SFHGLPFOUR@usda.gov</a> FL, IN, OH, PA, PR, TN, VA, VI
Lender Approval  Lender Recertification	sfhqld.compliance@usda.qov
Program Training	sfhqld.lenderpartner@usda.qov
Program Marketing & Outreach  General Loan Scenario Questions	sfhqld.proqram@usda.qov
Loan Policy/Regulation/Handbook  Loan Servicing	sfhglpservicing@usda.gov
Technical Issues: e-Authentication	eAuthHelpDesk@ftc.usda.qov 800-457-3642, option 1 (USDA e-Authentication <u>Issues)</u>
Technical Issues: GUS	RD.HD@STLUSDA.GOV 800-457-3642, option 2 (USDA Applications); then option 2 (Rural Development)
Loss Claims	guarantee.svc@stl.usda.gov
Monthly & Quarterly Status Reporting GUS User Agreements	rd.nfaoc.hsb@stl.usda.gov

#### **TOOLS & RESOURCES**

Regulation and Handbook: https://www.rd.usda.gov/resources/directives

Lender Webpage—Turn times, contact information, and helpful links: https://www.rd.usda.gov/page/sfh-guaranteed-lender

USDA LINC—Training modules, user guides, and more useful resources: <a href="https://www.rd.usda.gov/programs-services/lenders/usda-linc-training-resource-library">https://www.rd.usda.gov/programs-services/lenders/usda-linc-training-resource-library</a>

GovDelivery—Receive notifications regarding origination, servicing, and GUS updates: <a href="https://public.govdelivery.com/accounts/USDARD/subscriber/new">https://public.govdelivery.com/accounts/USDARD/subscriber/new</a>
Rev. 07/08/2020





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