All of the language changes authorized by Freddie Mac on the authorized change pages provided below are permissible, and some are required, for Mortgages originated using the Fannie Mae/Freddie Mac or Freddie Mac Uniform Instruments when sold to Freddie Mac.

If a particular State does not appear on this list of authorized changes, it is because Freddie Mac does not currently have any state-specific authorized changes for that state. In addition, the changes set forth on these Authorized Change Pages may not be the only changes required under applicable law or state and local recording requirements with respect to a specific loan originator or loan transaction. **Accordingly, originators should have qualified legal counsel review loan documentation for compliance with applicable law.**

The changes authorized by Freddie Mac can also be found in Exhibit 5A of the Freddie Mac *Single-Family Seller/Servicer Guide*.

**Plain Language**

If the authorized change is to a “plain language” form, the plain language version of a change must be used. If no special plain language version of a change is given, the version provided, or an originator-prepared alternative in substantially that wording, may be used subject to Seller’s legal counsel’s review and approval.

**CROSS-REFERENCES**

Cross references in the documents may be adjusted, where necessary, to reflect changes in paragraph numbering or pagination resulting from Authorized Changes.

**BORROWER INITIALS**

Although not required, originators may include at the bottom of each page, “initial lines” on which the Borrower may insert initials to acknowledge that all pages of the document are present. If initial lines are provided, the originator is not required to have the Borrower initial the document, but if the Borrower does initial the document, the originator must require that the Borrower initial each and every page as indicated.

**TAGLINES**

The Agency tagline must be present on each page of all Uniform Instruments used to originate Single-Family residential mortgage loans for sale to Freddie Mac.

## Late Payment Fees

The late payment fee language in the Notes may be modified whenever necessary to reflect state law limiting the maximum late payment fee to less than the amount permitted under the *Single-Family Seller/Servicer Guide,* but in no case may the Notes reflect or permit a late payment fee in excess of the maximum amount permitted by the *Single-Family Seller/Servicer Guide*.

**Mortgage Loan Originator & Mortgage Licensing System and Registry Identification Number**

Originators must add the mortgage loan originator (LO) and NMLSR ID number for both an organization and individual to the last page, to comply with the Truth in Lending Act and Regulation Z (12 C.F.R. § 1026.36(g)), in the space immediately below the borrower signature lines and any notary section.

Los originadores hipotecarios deberan agregar Originador del Prestamo y Sistema National de Licencias Hipotecarias y Registro de Numero de Identificacion a la ultima pagina para cumplir con la Ley de Veracidad y Regulaciones en Creditos (TILA siglas en Ingles) Z (12 C.F.R. § 1026.36(g)), en el espacio debajo de la firma del Prestatario y en la seccion notarial.

##### Notices

Originators may insert Notices on Notes if the Notice is required by applicable law for the type of transaction.

**Alabama**

**All Notes:**

Originators may, if required under state law, add the following text after the last sentence in Section 6(A) in the Fixed Rate Note and in Section 7(A) in the Adjustable Rate Note titled “Late Charge for Overdue Payments**”** of the Note:

**In the Fixed Rate Note:**

**“**In no event will any late charge under this Section 6(A) exceed $100**.”**

**In the Adjustable Rate Note:**

**“**In no event will any late charge under this Section 7(A) exceed $100**.”**

Also in the Note, originators may add the following text above the Borrower’s signature lines:

**“CAUTION - IT IS IMPORTANT THAT YOU THOROUGHLY READ THE CONTRACT BEFORE YOU SIGN IT.”**

**alaska**

**All Notes:**

For Mortgages secured by properties located in Alaska, originators must insert a new section, at the end of the Note before the signature block:

**NOTICE OF OTHER REMEDIES**

To the extent set forth in this Note (a) the Borrower is personally obligated and fully liable for all amounts due under this Note, and (b) the holder hereof has the right to sue on this Note and obtain a personal judgment against the Borrower for satisfaction of all amounts due under this Note either before or after a judicial foreclosure, under Alaska Statutes §§ 09.45.170 through 09.45.220, of the deed of trust which secured this Note.

**An example of the Note change for Alaska may be found in the Fannie Mae/Freddie Mac Fixed-Rate Note for Alaska, Form 3202, dated 07/2021, prepared specifically for use in the State of Alaska.**

**florida**

**All Notes:**

Originators must add the following provision to the Note:

**DOCUMENTARY TAX**

The state documentary tax due on this Note has been paid on the mortgage securing this indebtedness.

**An example of the Note change for Florida may be found in the Fannie Mae/Freddie Mac Fixed-Rate Note for Florida, Form 3210, dated 07/2021, prepared specifically for use in the State of Florida.**

**indiana**

**All Notes:**

Originators may add the following text, immediately preceding the Borrower’s signature lines (with all letters being bold faced), if applicable:

“**YOU ARE NOT OBLIGATED TO PAY ANY MONEY UNLESS YOU SIGN THIS CONTRACT AND RETURN IT TO THE SELLER/LENDER**”

**louisiana**

**All Notes:**

Originators may add the following text following the Borrower’s signature lines:

‘NE VARIETUR’ for identification with an Act of Mortgage passed before me this \_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, \_\_\_\_\_.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Notary Public (Name): \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**MARYLAND**

**All Notes:**

## Originators may add the following provisions to the Note, prior to the Borrower’s signature lines:

## CHOICE OF LAW

“This loan transaction is governed by Title 12, Subtitle 10 of the Commercial Law Article of the Annotated Code of Maryland.”

**MISSISSIPPI**

**All Notes:**

Originators may, if required under state law, insert the following sentence after the last sentence in Section 6(A) in the Fixed Rate Note and in Section 7(A) in Adjustable Rate Note titled “Late Charge for Overdue Payments” of the Note:

 Late charge will not be less than $5.00.

**nevada**

**All Notes:**

Originators may add the following language, if required under Nevada law, in the space immediately below and to the left of the text, “Space Above this Line for Recording Data”:

 [Mortgage Broker’s Name]

 NV License # \_\_\_\_\_\_\_\_\_\_\_

**new hampshire**

**All Notes:**

Originators must add the following language to the Note, as a new section, immediately after the last paragraph in the section titled “PAYMENTS”.

**Acceptance and Application of Partial Payments.**

I understand that the Note Holder may accept and either apply or hold in suspense partial payments in its sole discretion and that the Note Holder is not obligated to accept any partial payments or to apply any partial payments at the time such payments are received or accepted. The Note Holder is not obligated to pay interest on unapplied funds and may hold unapplied funds until I make payment sufficient to cover a full Monthly Payment. If not applied earlier, partial payments will be credited against the total amount I owe under this Note in calculating the amount due in any proceeding to enforce this Note.

Originators must add the following language to the Note, as a new section, immediately after the section titled “UNIFORM SECURED NOTE”:

**ATTORNEYS’ FEES**

Pursuant to New Hampshire Revised Statutes Annotated § 361-C:2, in the event that Borrower prevails in (a) any action, suit, or proceeding, brought by Lender, or (b) an action brought by Borrower, reasonable attorneys’ fees will be

awarded to Borrower. Further, if Borrower successfully asserts a partial defense or set-off, recoupment, or counterclaim to an action brought by Lender, a court may withhold from Lender the entire amount or such portion of its attorneys’ fees as the court will consider equitable.

**An example of the Note change for New Hampshire may be found in the Fannie Mae/Freddie Mac Fixed-Rate Note for New Hampshire, Form 3230, dated 07/2021, prepared specifically for use in the State of New Hampshire.**

**Pennsylvania**

**In the Fixed Rate Note:**

For Mortgages secured by properties located in Pennsylvania, originators must make all of the following changes:

In Section 2 titled “INTEREST,” originators must change the second paragraph to read:

“The interest rate required by this Section 2 and Section 4 of this Note is the rate I will pay both before and after any Survival Event as defined in Section 11 of this Note.”

And add the following sentence to the end of the second paragraph in Section 3(A) “Time and Place of Payments.”

“I will continue to pay those amounts both before and after any Survival Event as defined in Section 11 of this Note, until I have paid all of the Principal and interest and any other charges described below that I may owe under this Note.”

Add the following sentence at the end of Section 6(E) Note titled “Payment of Note Holder’s Cost and Expenses”:

“I will pay the Note Holder back for those expenses paid by the Note Holder both before and after any Survival Event as defined in Section 11 of this Note.”

And add the following language to the Note, as a new section, immediately after the section titled “UNIFORM SECURED NOTE”:

**Effect of Survival Events**

For purposes of this Note, “Survival Event” is defined as follows:

(a) any default described in Section 6(B) of this Note;

(b) Noteholder requiring me to pay immediately the full amount of Principal which has not been paid and all the interest that I owe on that amount under Section 6(C) of this Note;

(c) Noteholder requiring immediate payment of all sums secured by the Security Instrument;

(d) the Maturity Date as defined in this Note;

(e) the entry of any judgment against me under this Note; and

(f) the entry of any judgment under the Security Instrument.

**Pennsylvania (cont’d)**

**In the Adjustable Rate Note:**

For Mortgages secured by properties located in Pennsylvania, originators must make all of the following changes:

In Section 2 titled “INTEREST,” originators must change the second paragraph to read:

“The interest rate required by this Section 2 and Section 4 of this Note is the rate I will pay both before and after any Survival Event as defined in Section 12 of this Note.”

And add the following sentence to the end of the second paragraph in Section 3(A) “Time and Place of Payments.”

“I will continue to pay those amounts both before and after any Survival Event as defined in Section 12 of this Note, until I have paid all of the Principal and interest and any other charges described below that I may owe under this Note.”

Add the following sentence at the end of Section 7(E) in the Adjustable Rate Note titled “Payment of Note Holder’s Cost and Expenses”:

“I will pay the Note Holder back for those expenses paid by the Note Holder both before and after any Survival Event as defined in Section 12 of this Note.”

And add the following language to the Note, as a new Section 12, immediately after the section titled “UNIFORM SECURED NOTE”:

**Effect of Survival Events**

For purposes of this Note, “Survival Event” is defined as follows:

(a) any default described in Section 7(B) of this Note;

(b) Noteholder requiring me to pay immediately the full amount of Principal which has not been paid and all the interest that I owe on that amount under Section 7(C) of this Note;

(c) Noteholder requiring immediate payment of all sums secured by the Security Instrument;

(d) the Maturity Date as defined in this Note;

(e) the entry of any judgment against me under this Note; and

(f) the entry of any judgment under the Security Instrument.

**An example of the Note change for Pennsylvania may be found in the Fannie Mae/Freddie Mac Fixed-Rate Note for Pennsylvania, Form 3239, dated 07/2021, prepared specifically for use in the State of Pennsylvania.**

**texas**

**All Notes:**

Originators may add the following language to the end of the Note before the signature block (with all letters being capitalized and bold faced):

**“THIS WRITTEN LOAN AGREEMENT REPRESENTS THE FINAL AGREEMENT BETWEEN THE PARTIES AND MAY NOT BE CONTRADICTED BY EVIDENCE OF PRIOR, CONTEMPORANEOUS, OR SUBSEQUENT ORAL AGREEMENTS OF THE PARTIES. THERE ARE NO UNWRITTEN ORAL AGREEMENTS BETWEEN THE PARTIES.”**

**vermont**

**All Notes:**

At the end of the Note before the sentence reading “Witness the Hand(s) and Seal(s) of the Undersigned.” originators must add the following notice in all capital letters and in a size equal to at least ten-point bold type:

Notice To Co-signer

**Your signature on this Note means that you are equally liable for repayment of this loan. If the Borrower does not pay, the Lender has a legal right to collect from you.**

**An example of the Note change for Vermont may be found in the Fannie Mae/Freddie Mac Fixed-Rate Note for Vermont, Form 3246, dated 07/2021, prepared specifically for use in the State of Vermont.**

**virginia**

**All Notes:**

In the Paragraph of the Note titled “Waivers,” originators must change the first sentence to read:

I and any other person who has obligations under this Note waive the rights of Presentment and Notice of Dishonor and waive the benefit of the homestead exemption as to the Property described in the Security Instrument (as defined below).

Also in the Note, originators may add the following text after the Borrower’s signature lines:

This is to certify that this is the Note described in and secured by a Deed of Trust dated \_\_\_\_\_\_\_\_\_\_, \_\_\_\_\_\_\_, on the Property located in \_\_\_\_\_\_\_\_\_\_\_\_\_, Virginia.

My Commission Expires:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Notary Public

 Notary Registration Number:

 Date of Notarization:

 Place of Notarization:

**Examples of the mandatory Note changes for Virginia may be found in the Fannie Mae/Freddie Mac Fixed-Rate Note for Virginia, Form 3247, dated 07/2021, prepared specifically for use in the State of Virginia.**

**West virginia**

**All Notes:**

In Section 6(A) in the Fixed Rate Note and in Section 7(A) in the Adjustable-Rate Note titled “BORROWER’S FAILURE TO PAY AS REQUIRED,” originator must change the second sentence to read:

The amount of the charge will be \_\_\_\_\_\_\_\_% of that portion of the installment my Monthly Payment, that is overdue, but not more than U.S. $\_\_\_\_\_\_\_\_\_\_\_\_\_.

In Section 6(E) in the Fixed Rate Note and in Section 7(E) of the Adjustable Rate Note titled “TRANSFER OF PROPERTY ,” originators must change the text to read:

If the Note Holder has required me to pay the Default Balance immediately as described above, the Note Holder will have the right to be paid back by me, as permitted by the Note and Applicable Law, the following charges in connection with Borrower’s Default: (i) costs of publication; (ii) an appraisal fee; (iii) all costs incidental to a title examination including professional fees, expenses incident to travel and copies of real estate and tax records; (iv) expenses incidental to notice made to lienholders and other parties and entities having an interest in the real property to be sold; (v) certified mailing costs; and (vi) all fees and expenses incurred by a Trustee incident to a pending Trustee's sale of the real property securing the consumer loan.

Also In Section 11(A) in the Fixed Rate Note and in Section 11(B) of the Adjustable Rate Note titled “TRANSFER OF THE PROPERTY OR BENEFICIAL INTEREST IN BORROWER” originators must replace the last sentence to read:

*If Borrower fails to pay these sums prior to, or upon, the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower and will be entitled to collect, as permitted by the Note and Applicable Law, the following charges in connection with Borrower’s Default: (a) costs of publication; (b) an appraisal fee; (c) all costs incidental to a title examination including professional fees, expenses incident to travel and copies of real estate and tax records; (d) expenses incidental to notice made to lienholders and other parties and entities having an interest in the real property to be sold; (e) certified mailing costs; and (f) all fees and expenses incurred by a Trustee incident to a pending Trustee's sale of the real property securing the consumer loan.*

**Examples of the Note changes for West Virginia may be found in the Fannie Mae/Freddie Mac Fixed-Rate Note for West Virginia, Form 3249, dated 07/2021, prepared specifically for use in the State of West Virginia.**

**wisconsin**

**All Notes:**

Originators must add the following language as the third paragraph of Section 2 titled “Interest” of the Note:

Solely for the purpose of computing interest, a Monthly Payment received by the Note Holder within 30 days prior to or after the date it is due will be deemed to be paid on such due date.

And delete the following language from the third sentence of Section 3(A) of the Note titled “Time and Place of Payments”:

“will be applied as of its scheduled due date and”

**An example of the Note change for Wisconsin may be found in the Fannie Mae/Freddie Mac Fixed-Rate Note for Wisconsin, Form 3250, dated 07/2021, prepared specifically for use in the State of Wisconsin.**