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*.

# TExas home equity security instrument, Form 3044.1

## Witness Signatures

Originators may remove the word “Witnesses:” and the witness signature lines located at the bottom of the Security Instrument, next to the Borrower signature lines.

**Borrower Acknowledgement**

Originators may include a borrower acknowledgement to specify where the borrower signed the note and security instrument, check boxes are permissible. Originators may include this information in the security instrument, or may capture this information in another document. An example is provided below if Originators wish to add this information to the security instrument.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security Instrument and in any Rider signed by Borrower and recorded with it, and Borrower acknowledges, represents, and warrants that the Note and this Security Instrument are being signed at the following location (check the applicable box):

an office of the Lender;

an office of an attorney at law; or

an office of a title company.

**MERS as Original Mortgagee of Record (“OMR”)**

Originators must make the following revisions to the paragraphs of the Security Instrument as indicated when a mortgage loan will be registered with Mortgage Electronic Registration Systems, Inc. (“MERS”) and the originators elect to name MERS as OMR, solely as nominee for the Lender named in the Security Instrument and the Note.

The Texas Home Equity Security Instrument must be revised by deleting the fourth sentence from the definition of “Lender,” and by adding the following sentence in its place:

Lender includes any holder of the Note who is entitled to receive payments under the Note.

AND, by inserting a new definition as follows:

**(D) “MERS”** is Mortgage Electronic Registration Systems, Inc. MERS is a separate corporation that is acting solely as a nominee for Lender and Lender’s successors and assigns. **MERS is the beneficiary under this Security Instrument.** MERS is organized and existing under the laws of Delaware, and has an address and telephone number of P.O. Box 2026, Flint, MI 48501-2026, tel. (888) 679-MERS.

AND, by adding the following to the beginning of the first paragraph in the section of the Security Instrument titled “TRANSFER OF RIGHTS IN THE PROPERTY”:

The beneficiary of this Security Instrument is MERS (solely as nominee for Lender and Lender’s successors and assigns) and the successors and assigns of MERS.

For Security Instruments registered with MERS that name MERS as OMR, solely as nominee for the Lender named in the Security Instrument and the Note, the paragraph of the section of the Security Instrument titled “TRANSFER OF RIGHTS IN THE PROPERTY” which begins with the words “TOGETHER WITH all the improvements...” must be revised by adding at the end of that paragraph the following sentence:

Borrower understands and agrees that MERS holds only legal title to the interests granted by Borrower in this Security Instrument, but, if necessary to comply with law or custom, MERS (as nominee for Lender and Lender’s successors and assigns) has the right: to exercise any or all of those interests, including, but not limited to, the right to foreclose and sell the Property; and to take any action required of Lender including, but not limited to, releasing and canceling this Security Instrument.