Best Practices for Best Efforts Contracts



This job aid provides information on the following topics related to Best Efforts execution of a contract:

Modify Best Efforts Import

Quick Loan Data

Best Practices

Exhibit 19 Calculator

Exhibit 19, Credit Fees

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Contract Extensions

Contract Relocks

Modify Best Efforts Import

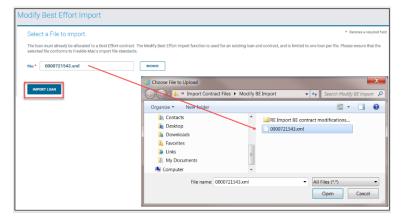
Loan Selling Advisor® permits Sellers to import loan modifications for pre-existing Best Efforts loans that are in an Accepted status. Modifying loan data may impact Best Efforts prices; therefore, when modifying Best Efforts loans, Sellers are required to accept or reject price changes. When accepting a price change, the modifications are saved, and when rejecting a price change, the modifications are not saved. Best Efforts loans can be modified in Loan Selling Advisor either by using the Modify Best Efforts Import function or by manual entry. Use the following steps in Loan Selling Advisor to import a Best Efforts modification:

1. From the main menu, click (a) LOANS, and then click (b) Modify Best Efforts Import.



- 2. The Modify Best Effort Import screen displays. Then perform the following steps:
 - a) Click BROWSE.
 - b) Choose a file in the MISMO XML format to upload.
 - c) Click IMPORT LOAN.

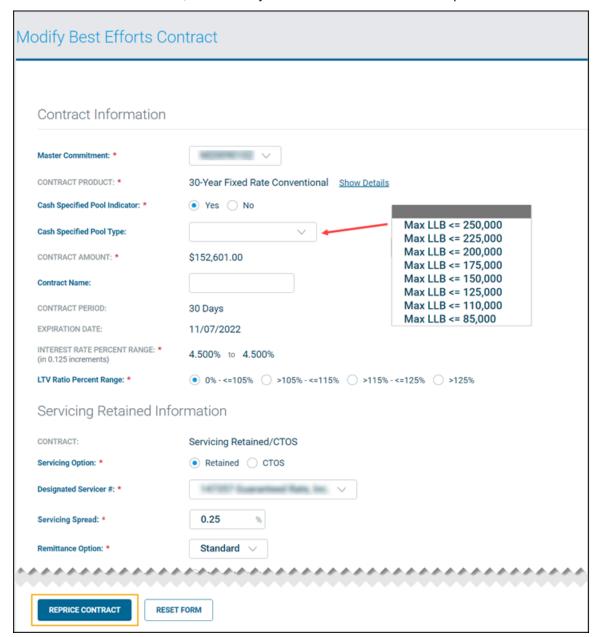
Note: You may import only one loan per file.



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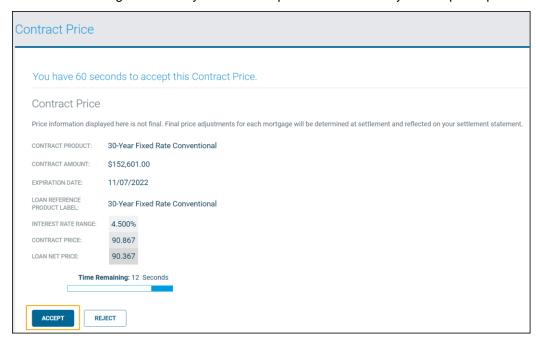


3. Click REPRICE CONTRACT, after which you will have 60 seconds to accept the contract.

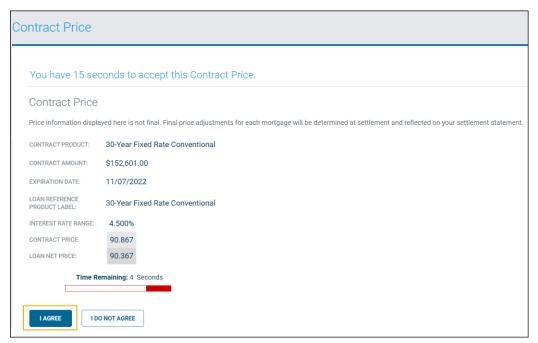




The 60-second Contract Price screen displays, where you accept or reject the contract.
 Note: Loan Selling Advisor only saves the import modifications if you accept the price.



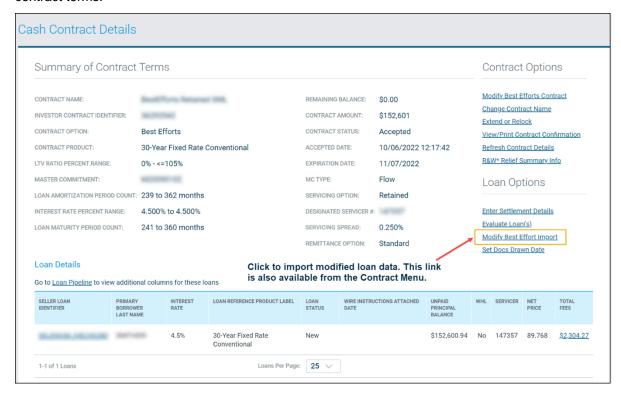
5. The 15-second **Contract Price** screen displays. Choose whether you agree or do not agree to the terms.







If you agree to the terms, the Cash Contract Details screen displays with a summary of the contract terms.



- 7. If the import file has errors, the **Import Loan: Results** screen displays. Locate the loan file you imported and check its status.
 - a) If the **Status** is **In Progress**, click the **REFRESH IMPORT STATUS** button until the status changes to **Completed**.
 - b) If the **Status** is **Error**, click the link in the **IMPORT ERRORS** column to view the error(s). Then make the necessary corrections (which may require modifying the import file) and reimport the file using steps <u>1 & 2</u>.







Quick Loan Data

You can create a Best Efforts Loan (also known as the Quick Loan feature) and simultaneously price a contract without having to enter or import the entire ULDD loan delivery dataset. However, when you create a loan in this manner, any subsequent data modifications, including adding missing data, will require the contract to be re-priced in order to save the data modifications. The table that follows contains a list of data fields required to save a loan and to price a Best Efforts loan/contract using the Quick Loan feature.

ULDD Create Loan for Best Efforts Loan (Quick Loan) Data Fields			
Section/Container Name	Data Point Name	Sort ID	
N/A	Seller Loan Identifier	402	
Subject Property Address	Street Address	10	
Subject Property Address	City Name	14	
Subject Property Address	State Code	18	
Subject Property Address	Postal Code	16	
Property Details	Property Estate Type	63	
Property Details	Property Usage Type	69	
Property Details	Financed Unit Count	57	
Property Details	Project Legal Structure Type	47	
Property Details	PUD Indicator (True/False)	49	
Appraisal/Property Valuation Details	Property Valuation Amount	83	
Construction Details	Construction Method Type	51	
Borrower Information	Borrower Classification Type	571	
Borrower Information	Borrower First Name	540	
Borrower Information	Borrower Last Name	541	
Borrower Information	Non-Individual Borrower Name	544	
Borrower Information	Taxpayer Identifier Type	613	
Borrower Information	Taxpayer Identifier Value	614	
Loan Details	Loan Purpose Type	315	
Loan Details	Purchase Price Amount (This is not a minimally required field but is required when the loan is a Purchase transaction.)	195	
Product Details	Mortgage Type	317	
Product Details	Interest Calculation Type (Select Simple.)	215	
Product Details	Balloon Indicator (Select True or False.)	226	
Product Details	Payment Frequency Type	270	
Product Details	Loan Amortization Type	138	



Section/Container Name	Data Point Name	Sort ID
Product Details	Interest Calculation Period Type	214
Note Details	Note Rate Percent	321
Note Details	Note Amount	319
Note Details	Scheduled First Payment Date	272
Note Details	Loan Maturity Date	256
Conversion Option Details	Convertible Indicator* (True/False)	232
Assumability Details	Assumability Indicator* (True/False)	225
Origination Details	Escrow Indicator (True/False)	234
Interest Only Indicator	Interest Only Indicator* (True/False)	237
Additional Loan Fields That	Affect Pricing	
Loan Details	Refinance Cash Out Determination Type	294
Loan Level Credit Details	Loan Level Credit Score Value	251
Loan Level Credit Details	Loan Level Credit Score Selection Method Type	249
Loan Level Credit Details	Credit Score Impairment Type	247
Underwriting Details	Automated Underwriting System Type	326
Underwriting Details	Automated Underwriting Case Identifier	322
Payment Details	Loan Acquisition Scheduled UPB Amount	385

^{*} These Indicators default to False in the Create Loan for Best Efforts Contract screen.

Best Practices

If a Seller creates and saves a loan in Loan Selling Advisor (not utilizing the Quick Loan feature), they must do the following before the loan can be allocated to a Best Efforts Contract:

• Modify the loan and enter the Interest Calculation Period Type and re-save the loan.

Note: Any loan that is missing the Interest Calculation Period Type cannot be allocated to a Best Efforts Contract. If you attempt to search for such loans to allocate them to a Best Efforts Contract, they do not appear in the search results.

Ensure that a valid Note Date has been entered in Loan Selling Advisor prior to finalizing the loan
for delivery. For Best Efforts Contracts, Loan Selling Advisor requires that you enter the Note
Date no later than the close of business on the business day following the day on which you
funded the mortgage. You must also comply with the requirements of the Freddie Mac SingleFamily Seller/Servicer Guide (Guide) including, but not limited to, Guide Section 6302.5.



- If you are using Freddie Mac's Designated Custodian, deliver all Notes to The Bank of New York Mellon (BNYM) one business day prior to the contract expiration date or expected funding date, whichever occurs first. When Notes are certified on the contract expiration date after the last funding of the day, delays in funding occur, which can lead to operational overrides and additional fees. For more information, contact your Loan Selling Advisor representative or the Customer Support Contact Center (800-FREDDIE), and refer to Delivery Standards for Cash.
- Always verify the accuracy of the Initial Principal & Interest Payment to ensure the loan is not being under- or over-amortized (for example, 359 or 361 months instead of 360 months for a 30year loan). If a loan is under- or over-amortized, the loan does not advance to settlement, and an operational override and delay in funding occur, which can potentially lead to an expired contract. For more information, contact your Loan Selling Advisor representative or Customer Support (800-FREDDIE).
- Make sure that the Loan Acquisition Scheduled UPB Amount (Sort ID 385) and the Last Paid Installment Due Date (Sort ID 440 and is also known as the Due Date Last Paid Installment (DDLPI)) fields are correct. When selling mortgages to Freddie Mac, you must accurately provide the DDLPI that had been collected for the mortgage for the month of settlement.
- Click the data field name in Loan Selling Advisor to view field level help.
- For more information, refer to Guide Sections 6302.2, 6302.3, and 6302.4.
- Subject to approval and conditions set by Freddie Mac, the Servicing options for Best Efforts
 Contracts are listed in the following table based on the Loan Selling Advisor "Take Out Contract"
 screen:

Servicing Option Name	Definition
Servicing Retained	The Seller sells the Mortgage to Freddie Mac and agrees to service the Mortgages in accordance with the Guide and applicable Purchase Documents. Refer to Guide Section 6106.6.
Concurrent Transfer of Servicing	A Transfer of Servicing initiated by a Seller as Transferor Servicer to a Transferee Servicer that occurs, subject to prior Freddie Mac approval, concurrently with Freddie Mac's purchase of a Mortgage on the Settlement Date. The Seller may be referred to as the "Transferor Servicer" and the Servicer may be referred to as the "Transferee Servicer." In each instance, the Mortgage is delivered for certification to the Servicer's Document Custodian. Refer to Guide Section 7101.



Servicing Option Name	Definition
Released	Select for Cash-Released XChange®. When Mortgages are sold under a Mandatory or Best Efforts Contract through Cash-Released XChange, Freddie Mac arranges for a Transferee Servicer, as identified by Freddie Mac, to accept a Transfer of Servicing from the Seller at the time the Seller sells the Mortgage to Freddie Mac, using Guide Exhibit 28A. Mortgages sold under a Mandatory or Best Efforts Cash Contract through the servicing option "Released" to an approved Freddie Mac Transferee Servicer, as identified by Freddie Mac, who will assume the Servicing Contract Rights assigned by the Seller as Transferor Servicer at the time the Seller sells the Mortgage to Freddie Mac. Refer to Guide Sections 6101.6 or 6101.7.
Retained	Select "Retained" when the Seller sells the Mortgage to Freddie Mac and agrees to service the Mortgages in accordance with the Guide and applicable Purchase Documents without a Concurrent Transfer of Servicing. Refer to Guide Section 6106.6.
CTOS	Select "CTOS" when it is Co-Issue XChange® where a Concurrent Transfer of Servicing is initiated by the Seller as Transferor Servicer who assigns the Servicing Contract Rights to a Transferee Servicer, subject to prior Freddie Mac approval. The CTOS occurs concurrently with Freddie Mac's purchase of a Mortgage on the Settlement Date. In each instance, the Mortgage is delivered for certification to the Servicer's Document Custodian. Refer to Guide Chapter 7101.

Note: For Concurrent Transfers of Servicing, whether under the Co-Issue XChange or Cash-Released XChange program, the Seller of the Mortgage is the Transferor Servicer which we refer to as Seller, and we refer to the Transferee Servicer as Servicer throughout this document. Under either program, upon the sale of a Mortgage to Freddie Mac, the Seller enters into a Servicing Contract thereby creating Servicing Contract Rights related to those Mortgages which the Seller, as Transferor Servicer, assigns to the Transferee Servicer. Refer to the Glossary to the Freddie Mac Single Family Seller/Servicer Guide ("Guide") for definitions.

• Ensure the net price for each loan is final on the Freddie Mac Funding Date. To help you determine what the final net price will be, refer to Guide Exhibit 19 Calculator and Exhibit 19, Credit Fees below.



Guide Exhibit 19 Calculator

Use the Guide Exhibit 19 Calculator (the calculator) to determine the net price of the loan prior to funding. The calculator was designed to provide an indication of credit fees and/or credits for credit fees on loans sold to Freddie Mac. Note: the calculator is a tool and is not intended, or designed, to replace the calculation of actual credit fees due on a loan as determined by the contract terms between Freddie Mac and the Seller of the loan at the time of purchase. This calculator is available for the exclusive use of approved Freddie Mac Sellers and Servicers. If you do not have a password to use the calculator, please contact Freddie Mac's Customer Contact Center and select Loan Selling Advisor or Loan Delivery Support (call 800-FREDDIE, select Option "3"). Access the Guide Exhibit 19 Calculator at https://sf.freddiemac.com/general/exhibit-19-calculator.

Guide Exhibit 19, Credit Fees

To validate the credit fees assessed and/or credits for credit fees applied, if any, at funding, refer to the Guide Exhibit 19, Credit Fees. Note: Credit fees in price are displayed in basis points that must be deducted or credited from the contract price to determine the net price for the loan. Credit fees in fixed dollars are a one-time set dollar amount that must be deducted or credited from the contract price to determine the net price for the loan. Also note that multiple credit fees and/or credits for credit fees may be assessed on a loan depending on the loan characteristics and borrower attributes. Access Guide Exhibit 19 at https://guide.freddiemac.com/euf/assets/pdfs/Exhibit 19.pdf.

When to Modify Guide Form 1034

The Modify Best Efforts Import functionality does not overwrite a certifiable data field after Guide Form 1034 (Custodial Certification Schedule) is built. To modify a certifiable data field after Guide Form 1034 is built, do the following:

- 1. Remove the loan from Guide Form 1034.
- 2. Re-import the modified Best Efforts data.
- 3. Reassess the loan.
- 4. Build Guide Form 1034 for the specified loan once all errors are cleared.

Contract Extensions

In the event the mortgage specified in a Best Efforts Contract will not close prior to the contract expiration date, the Seller may extend the Best Efforts Contract in Loan Selling Advisor, at any time prior to the contract expiration date.

The Seller may extend the contract an unlimited number of times as long as the total extension period does not exceed 30 days from the original contract expiration date. The seller will be assessed a fee for each contract extension.

In exchange for the contract extension, the Seller will be assessed a fee for the extension to be paid in accordance with Guide Section 6303.2.

For more information, refer to Guide Section 6101.4.





Contract Relocks

In the event the mortgage specified in a Best Efforts Contract will not close prior to the contract expiration date, or if the Best Efforts Contract has a status of "unfulfilled" for less than or equal to 30 days, either because (i) the Mortgage failed to close prior to the contract expiration date, or (ii) the Mortgage was withdrawn, the Seller may relock in Loan Selling Advisor, the Best Efforts Contract. The Seller may relock the contract an unlimited number of times as long as the total extension period does not exceed 30 days, and the cumulative extension/relock period does not exceed 90 days. The contract will be re-priced at the lower of one of the following:

- Original accepted price minus the Best Efforts Contract relock fee, or
- Current market price minus the Best Efforts Contract relock fee.

This information is not a replacement or substitute for the requirements in the *Freddie Mac Single-Family Seller/Servicer Guide* and your other Purchase Documents.

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