BIM Gold Jumbo Guidelines

Be In Mortgage

1. PRODUCTS

1.1. PRODUCTS OFFERED

- Fully Amortizing Fixed Rate 15- and 30-year terms.
- Fully Amortizing Fixed Rate 30-year Interest-Only terms.
- Fully Amortizing 5yr/6m, 7yr/6m, and 10yr/6m SOFR ARMs.
  - 5yr/6m ARM qualified at the higher of the maximum potential note rate after first adjustment or the fully indexed rate. The fully indexed rate is the sum of the index and the margin.
  - 7yr/6m and 10yr/6m ARM products must be qualified at the higher of the note rate or the fully indexed rate.
- No Mortgage Insurance allowed.

1.2. ARM PARAMETERS INDEX

30-Day Average SOFR Index as published by the Federal Reserve Bank of New York.

1.3. TRANSITION FROM LIBOR INDEX

Loans with a LIBOR Index will be ineligible for purchase.

1.4. MARGIN

The margin that is available is: 2.75%

1.5. INTEREST RATE CAPS

- 5yr/6m ARM - 2% / 1% / 5% (First, Periodic, Lifetime)
- 7yr/6m and 10yr/6m ARM – 5% / 1% / 5%

1.6. INTEREST RATE FLOOR

The floor is 2.75%

2. REGULATORY COMPLIANCE

Seller must ensure that each loan has been originated, closed, serviced, and transferred in compliance with all applicable federal, state, and local laws and regulations, including without limitation the Ability to Repay (ATR) and the Qualified Mortgage (QM) rules, the TILA-RESPA Integrated Disclosure (TRID) rule and the laws and regulations listed below.

- Regulation X – RESPA
- Regulation Z – Truth in Lending
- Regulation G – SAFE Act – Federal Licensing and Registration
- Regulation H- SAFE Act - State Licensing and Regulation
- Regulation V – Fair Credit Reporting
- Regulation B – Equal Credit Opportunity
- Regulation P – Privacy of Consumer Financial Information (GLB)
- USA Patriot Act
- Fair Housing Act
- Dodd-Frank Act
- Federal high-cost loan regulations.
- State, local and county high cost and usury regulations
- National Flood Insurance Act
- Taxpayer First Act of 2019

All applicable closing documentation and disclosures pertaining to the above regulations should be included in the closed file submission.

3. BORROWER ELIGIBILITY

Borrowers must have reached the age at which the mortgage note can be enforced in the jurisdiction where the property is located. There is no maximum age limit for a borrower. All borrowers must have a valid social security number.

Lender is required to order a third-party fraud report (Fraudguard or similar) to identify any borrower information discrepancies and indications of possible fraudulent activity.

3.1. ELIGIBLE BORROWERS

Maximum of 4 borrowers per loan.

3.1.1. U.S. CITIZENS

U.S. citizens are eligible for financing.

3.1.2. PERMANENT RESIDENT ALIENS

Copy of valid resident alien card must be included in the loan file.

3.1.3. NON-PERMANENT RESIDENT ALIENS

- Must be legally present in the U.S. with an acceptable visa type. Acceptable visa types are as follows:
  - E Series (E-1, E-2, E-3)
  - G Series (G-1, G-2, G-3, G-4, G-5)
  - H Series (H-1B, H-1C)
  - L Series (L-1, L-1A, L-1B, Spouse L-2 with EAD)
  - NATO Series (NATO 1 – 6)
  - O Series (O-1)
  - TN-1, Canadian NAFTA visa
  - TN-2, Mexican NAFTA visa See USCIS.gov for more information.
- Must have a valid Social Security Number.
- Maximum LTV/CLTV of 70%.
- Must have a minimum of 2-year employment history in the U.S., and qualifying income must be from the U.S.
- Must be able to verify that current employment has a probability of 3-year continuance. VOE form may be used to document.
- Must have a 2-year credit history in the U.S. and must meet minimum credit requirements as set forth in 7 Credit Documentation Requirements.
- Funds to close must be deposited in a U.S. financial institution. No funds to close from outside the U.S. are allowed.
- Owner-occupied, single-family primary residences only.

3.1.4. FIRST-TIME HOMEBUYERS

A first-time homebuyer is defined as a borrower who has not had an ownership interest in a property within the last 3 years from the application date.

- Owner-occupied primary residences only.
- Maximum 80% LTV/CLTV.

- See the Be In Mortgage Jumbo Prime Matrix for loan limits and other requirements.

3.1.5. INTER-VIVOS REVOCABLE TRUSTS

- Trust must be established by one or more natural persons, individually or jointly.
- The individuals establishing the trust must be the primary beneficiary/beneficiaries.
- If the trust is established jointly, there may be more than one primary beneficiary as long as the income or assets of at least one of the individuals establishing the trust will be used to qualify for the mortgage.
- At least one of the trustees must be either the individual establishing the trust or an institutional trustee that customarily performs the duties of a trustee and is duly authorized to act as a trustee under applicable state law.
- The mortgage and trust documents must meet agency eligibility criteria, including title and title insurance requirements, as well as applicable state laws that regulate the making of loans to intervivos revocable trusts.
- The trustees must have the power to mortgage the security property to secure a loan to the party (or parties) who are the borrowers under the mortgage or deed of trust note.

3.1.6. ILLINOIS LAND TRUSTS

Not eligible.

3.1.7. COMMUNITY LAND TRUSTS

Not eligible.

3.2. INELIGIBLE BORROWERS

- Borrowers with only an ITIN (individual taxpayer identification number).
- Irrevocable trusts.
- Corporations, limited partnerships, general partnerships, and limited liability companies.
- Non-occupant co-borrowers contributing income.
- Foreign Nationals.
- Borrowers with Diplomatic Immunity.

3.3. MULTIPLE FINANCED PROPERTIES

- Borrowers may not own more than 4 residential 1-4 unit financed properties, regardless of the occupancy of the subject property.
- Borrowers must have 6 months PITI reserves for each additional financed property owned.
- Financed properties held in the name of an LLC or other corporation, commercial properties, and unimproved land can be excluded from the calculation of number of properties financed.

3.4. OWNERSHIP

- Ownership must be fee simple only and must be in the name of the individual borrower or trust. Borrower may hold the title as follows:
  - Individual o Joint Tenants
  - Tenants in Common

4. OCCUPANCY

4.1. PRIMARY RESIDENCE

- A primary residence is the property the borrower occupies as his or her principal residence. At least one of the borrowers must occupy, be on title to the property and execute the note and the security instrument. A borrower may not maintain more than one primary residence at any given time.
- 1-4 unit detached, attached, PUD, and eligible condominiums are permitted.

4.2. SECOND HOME

The property must be occupied by the borrower from time to time and is suitable for year-round use. Typically, the property is located in either a resort or vacation area or for convenience in a city where the borrower works when the primary residence is in a distant suburb.

- 1-unit detached, attached, PUD, eligible condominiums.
- Property may not be a time share, subject to a rental agreement or other shared ownership arrangements.
- The property must be a reasonable distance from the borrower's primary residence.
- Rental income and expenses on Schedule E of the borrower's personal tax returns must not exceed 30 rental days.
- Rental income from a second home cannot be used to qualify the borrower.

4.3. INVESTMENT PROPERTY

- An investment property is owned by the borrower but is not occupied by the borrower.
- 1-4 unit detached, attached, PUD, and eligible condominiums are permitted.

5. ELIGIBLE TRANSACTION TYPES

5.1. PURCHASES

- Must adhere to agency guidelines.
- LTV/CLTV is calculated using the lesser of the purchase price or the appraised value of the subject property.

- If property seller has taken title to the subject property within 90 days prior to the date of sales contract the following requirements apply; o Property seller on the purchase contract is the owner of record.
  - Second full appraisal is required.
  - Increases in value should be documented with commentary from the appraiser.
  - Note: Loans that are bank or relocation sales are exempt from the above requirements.
- Personal property may not be included in the purchase agreement/sales contract. Personal property items should be deleted from the sales contract or reasonable value must be documented and the sales price adjusted. Items that are customary to residential real estate transactions such as lighting fixtures, kitchen appliances, window treatments and ceiling fans are not considered personal property for purposes of this section.

5.2. RATE AND TERM REFINANCE

- Minimum of 6 months seasoning from the note date of the new transaction required if previous refinance was cash-out, including the payoff of a non-seasoned subordinate lien.
- For properties purchased more than 6 months prior to the closing date, the current appraised value may be used to calculate LTV.
- For properties purchased within 6 months of closing date, the LTV will be based upon the lesser of the original sales price or the current appraised value conclusion from the appraiser. Original sales price will be determined from the Closing Disclosure from the subject acquisition transaction.
- Inherited properties are exempt from this seasoning requirement. LTV will be calculated off current appraised value. The mortgage amount may include the:
  - Principal balance of the existing first lien.
  - Payoff of a purchase second lien with no draws exceeding $2,000 within the past 12 months from date of application. Withdrawal activity must be documented with a transaction history of the line of credit. 12 months seasoning is not required. o Payoff of a co-owner pursuant to a written agreement. o Financing of the payment of pre-paid items and closing costs.
  - Payoff of a non-purchase second lien seasoned a minimum of 12 months from date of application. The second lien must not evidence draws exceeding $2,000 within the past 12 months from date of application. Withdrawal activity must be documented with a transaction history of the line of credit.
- Cashback to the borrower is limited to the lesser of $2,000 or 1% of the new mortgage loan.
- Properties listed for sale are ineligible for refinance unless the listing was withdrawn (or expired) prior to the date of application.

5.3. CASH-OUT REFINANCE

- Borrower must have held title for a minimum of 6 months from closing date. Inherited properties are exempt from this seasoning requirement. LTV will be calculated off current appraised value.

- Properties that have been listed for sale within the past 6 months of application date are not eligible for a cash-out refinance. If the property was listed within the previous 6-12 months from application date, a letter from the borrower explaining the reason for retaining the property is required.
- If the subject property was purchased within the 6-12 month period prior to the closing date for the new loan the LTV will be based on the lesser of the sales price or the current appraised value.
- If the subject property was purchased more than 12 months from the closing date for the new loan LTV will be based off the current appraised value.
- Texas Cash-Out refinances are ineligible.
- Cash-out is limited to the maximum amounts stated on the Be In Mortgage Jumbo Prime Matrix.

5.4. CONTINUITY OF OBLIGATION

For a refinance transaction to be eligible for purchase, there must be a continuity of obligation of the outstanding lien that will be paid through the refinance transaction.

Continuity of obligation is met when any one of the following exists:

- At least one borrower is obligated on the new loan who was also a borrower obligated on the existing loan being refinanced.
- The borrower has been on title and residing in the property for at least 12 months and has either paid the mortgage for the last 12 months or can demonstrate a relationship (relative, domestic partner, etc.) with the current obligor.
- The loan being refinanced and the title to the property is in the name of a natural person or a limited liability company (LLC) as long as the borrower owns at least 25% of the LLC prior to transfer. Transfer of ownership from a corporation to an individual does not meet the continuity of obligation requirement.
- The borrower has recently been legally awarded the property (divorce, separation, or dissolution of a domestic partnership).

Loans with an acceptable continuity of obligation may be underwritten, priced, and delivered as either cash-out or limited cash-out refinance transactions based on the requirements for each type of transaction.

5.5. DELAYED FINANCING REFINANCE

Delayed financing refinances in which the borrowers purchased the subject property for cash within 180 from the date of the application are eligible for purchase. Cashback to the borrower in excess of the original purchase price or appraised value (whichever is less) is not allowed. Delayed financing refinances are underwritten as rate and term refinances and is not subject to cash-out refinancing program limitations. Property may not be located in Texas.

The original purchase transaction must be documented by a Closing Disclosure confirming that no mortgage financing was used to obtain the subject property.

5.6. CONTRACT FOR DEED/LAND CONTRACT

The payoff of an installment loan land contract is not eligible.

5.7. CONSTRUCTION LOAN REFINANCING

Construction loan refinances are eligible as rate and term, or cash-out refinances and must meet the following criteria:

- Single closing construction-permanent loan refinances that include a modification are ineligible.
- Borrower must hold title to the lot for at least 6 months prior to the closing of the permanent loan.
- The LTV will be based on the current appraised value if the borrower has held title to the lot for 12 or more months prior to the closing date of the permanent loan.
- If the lot was acquired less than 12 months before the closing date of the permanent loan, the LTV will be based on the lesser of a) the original purchase price of the lot plus the total acquisition costs (sum of construction costs) or b) the current appraised value of the lot plus the total acquisition costs.
- Appraiser's final inspection is required.
- A certificate of occupancy is required from the applicable governing authority. If the applicable governing authority does not require a certificate of occupancy, proof must be provided.
- Cash-out is limited to the maximum amounts stated on the Be In Mortgage Jumbo Prime Matrix.
- Construction loan refinances in which the borrower has acted as builder are not eligible for purchase.

5.8. NON-ARM'S LENGTH TRANSACTIONS

All of the parties to a transaction should be independent of one another. Except as indicated below, if a direct relationship exists between or among the parties, the transaction is a non-arm's length transaction, and the related loan is not eligible for purchase. The following non-arm's length transactions are eligible provided that such transactions and the related circumstances are properly documented:

- Sales or transfers between members of the same family. Transaction may not be due to any adverse circumstances.
- Property seller acting as his or her own real estate agent.
- Borrower acting as his or her own real estate agent.
- Borrower is the employee of the originating lender.
- Borrower purchasing from his or her current landlord (canceled checks or bank statements required to verify satisfactory pay history between borrower and landlord).
- Investment property transactions must be arm's length.

Be In Mortgage

6. CREDIT DOCUMENTATION REQUIREMENTS

For scenarios not specifically addressed below, please contact your sales representative, transaction manager, or underwriting.

6.1. CREDIT DOCUMENTS AGE

For all transaction types, credit documents may not be older than 90 days from the note date.

6.2. CREDIT SCORE

See Be In Mortgage Jumbo Prime Matrix for minimum credit score requirements.

- The representative credit score for qualification purposes for an individual borrower is the middle score of the 3 scores reported. If 2 scores are reported, the representative credit score is the lower of the 2 scores. Credit scores from all 3 repositories must be requested (Equifax, Experian, and TransUnion).
- For multiple borrowers, the credit score is the lowest of all representative credit scores.
- If only one credit score or no credit score is reported, the borrower is not eligible.

6.3. MINIMUM CREDIT REQUIREMENTS

Each borrower contributing income must have 3 open and active tradelines for 24 months with a 24-month history. 2 of the 3 tradelines must show activity within the last 12 months from date of application.

- One tradeline must be an installment, rental, or mortgage account.
- Non-traditional/alternative credit accounts are not considered acceptable tradelines.
- Authorized user accounts are not considered acceptable tradelines.
- Tradelines may not show significant adverse history.

Be In Mortgage will consider a borrower not meeting the above tradeline requirement if the credit history meets the following:

- No fewer than 8 tradelines are reporting, 1 of which must be a mortgage or a rental history.
- At least 1 tradeline has been open and reporting for a minimum of 12 months.
- The borrower has an established credit history for at least 10 years.

6.4. MORTGAGE/RENTAL HISTORY

A minimum of 24 months of verified housing history is required. Housing payment history must reflect 0 x 30 dates in most recent 24 months.

Mortgage/Rental history may be documented as follows:

- A 24-month mortgage payment history from an institutional lender, as verified through (1) credit bureau report reference for 24 months, (2) 24 months canceled checks, or (3) most recent 12 months canceled checks with a VOM for the prior 12 months.
- For rental verification, a standard VOR completed by a professional management company or 24 months bank statements or canceled checks are required.
- If a borrower is refinancing a privately held mortgage, the following payment verification requirements apply:
  - The privately held mortgage payments must be verified with either canceled checks or bank statements (if the payment is automatically withdrawn from the borrower's account).
  - Evidence must be included in the loan file that the lien being paid off is a current recorded lien against the subject property.
  - Borrowers with no mortgage/rental history due to a residence scenario requiring no mortgage or rental payments are eligible with a satisfactory letter of explanation.

6.5. CREDIT INQUIRIES

All inquiries that have taken place within 120 days of the credit report date must be explained by the borrower and documented accordingly. Borrower must be qualified with any new debt.

6.6. MODIFICATIONS

- Only lender-initiated modifications on owner-occupied properties with proof that they were not caused by a distress situation.
- The borrower must have made 48 consecutive months of timely mortgage payments on the modified loan before closing on the refinance mortgage loan.
- Restructured loans in which the terms of the original transaction have been changed resulting in partial or absolute forgiveness of debt; or a restructure of debt are not eligible:
  - Forgiveness of a portion of principal and or interest in either the first or the second mortgage.
  - Application of a principal curtailment or on behalf of the investor to simulate principal forgiveness.

    Conversion of any portion of the original mortgage debt to a subordinate mortgage or conversion of any portion of the original mortgage debt from secured to unsecured.

6.7. LIENS, JUDGMENTS, AND COLLECTIONS

- A satisfactory explanation for any delinquent credit from the borrower is required.
- Borrower must pay off all delinquent credit that has the potential to impact lien position.
- Collection accounts or charged-off accounts do not need to be paid off if the balance of an individual account is less than $1,000.00 or if there are multiple accounts; the total balance of all accounts cannot exceed $2,500.00.

6.8. BANKRUPTCY, FORECLOSURE, NOTICE OF DEFAULT (NOD), DEED-IN-LIEU OF FORECLOSURE AND SHORT SALES

- At least 7 years must have elapsed since bankruptcy discharge or dismissal, foreclosure, a notice of default (NOD), short sale, or deed-in-lieu measured from the date of completion to the date of application.
- A satisfactory letter of explanation for the event from the borrower is required.
- Borrower must show reestablished credit and meet the minimum credit requirement.

7. EMPLOYMENT AND INCOME

For information regarding employment and income requirements not addressed below, please contact your sales representative, scenario desk, or underwriting.

7.1. INCOME SOURCES AND CALCULATION OF INCOME

All income sources and methods of income calculation must meet the most recent Appendix Q "Standards for Determining Monthly Debt and Income." The loan file should include an Income Analysis form detailing income calculations.

- The non-taxable portion of fixed income such as Social Security income, VA benefits, Pensions, and Annuity income may be grossed up 25%.
- Foreign income used for qualifying must be supported by the most recent 2 years U.S. tax returns.
- Unreimbursed business expenses must be deducted from income. This includes borrowers who earn commission income regardless of the percentage of commission income to total income.

7.2. EMPLOYMENT AND INCOME STABILITY

Borrowers must have a minimum of 2 years of employment and income history. Gaps in employment over 30 days during the most recent 2-year period require a satisfactory letter of explanation from the borrower. All borrowers contributing income for qualification must be employed at present employment for a minimum of 6 months to qualify if there is a gap in employment greater than 6 months during the previous 2 years.

7.3. INCOME DOCUMENTATION REQUIREMENTS

Important Note Regarding Documentation: Appendix Q states that a borrower with a 25% or greater ownership interest in a business is considered self-employed. Any borrower for whom the ownership of 25% or more of a corporation, limited liability company, partnership, sole proprietorship, or other entity appears in the loan file must have the supporting documentation that is required by the relevant portions of 7.8 Self-Employed Borrowers section. This documentation is required even if the borrower is a salaried employee of such business entity and/or another company and even if the lender only relied upon the borrower's salary or other income to establish eligibility. **All required documentation as described here and in the following sections must be obtained prior to closing and submitted in the closed loan file.**

7.4. SALARIED BORROWERS

- Completed, signed, and dated final loan application (Form 1003). Most current forms must be used.
- W-2's from all employers for the past 2 years. All W-2's must be computer-generated.
- If the borrower does not have 2 years of employment due to previously being in school, a copy of the school transcript is required.
- Most recent paystubs, covering a 30-day period with YTD earnings. All paystubs must be computer-generated.
- Tax returns are not required for salaried borrowers if wage income is the only source of income used for qualification.
- Unreimbursed business expenses prior to 2018 must be deducted from income. Borrower must be self-employed in order to deduct business expenses.
- Borrowers employed in a family business must provide evidence that they are not owners of the business with a CPA letter from the business and personal tax returns.
- Signed IRS Form 4506T.
- 2 years tax transcripts are required to be obtained from the IRS within 5 business days of the transcript service becoming available. The transcripts may be provided post-purchase, as applicable. Borrower pulled transcripts are not acceptable. The transcripts will be used to validate the income documentation used to underwrite the loan. Wage transcripts are acceptable for W-2 borrowers. The IRS transcripts and the supporting income documentation provided by the lender must be consistent.

7.5. SALARIED BORROWERS WHO ALSO FILE SELF EMPLOYED AND/OR SUPPLEMENTAL INCOME/LOSS TAX RETURN SCHEDULES

- Salaried borrowers who also own 25% or more of a business or other entity are required to provide a year-to-date P&L and balance sheet for that business or entity even if the income from that business or entity is not being used to qualify. This requirement includes all businesses and entities, including those organized as pass-through entities.
- Salaried borrowers who file a Schedule C (sole proprietorship) will be considered as self-employed and required to provide a year-to-date P&L and
- balance sheet. This includes borrowers who may be filing the Schedule C as a tax write-off for accounting purposes.
- Most recent signed 2 years business tax returns are required for businesses where the borrower owns 25% or more, and the business reports an income loss on the Schedule K-1. Loss must be deducted from income.

7.6. SALARIED BORROWERS WITH COMMISSION/BONUS

- For borrowers receiving bonus, commission, or any other non-base salary compensation in addition to base salary, a 2-year history of the receipt of the income is required.
- This must be addressed with a written VOE breaking down the bonus or commission income for the past 2 years, further supported by a year-to-date paystub.
- A year-to-date paystub, W-2's and tax returns alone will not satisfy the documentation requirements for bonus, commission, or any other non-base salary compensation.

7.7. VERBAL VOE

Verbal VOE dated within 5 business days prior to closing documented in writing. The verbal VOE must cover 24 months of employment. If the borrower has changed jobs during the past 2 years, the verbal VOE must show the start and end dates for each job. Any employment gaps exceeding 30 days must be addressed with a satisfactory letter of explanation from the borrower. Any employment gap over 30 days must be addressed.

7.8. SELF-EMPLOYED BORROWERS

Follow all requirements in this section for underwriting self-employed borrowers.

- Borrowers with a 25% or greater ownership interest in a business and borrowers who receive 1099 income are considered self-employed. They will be evaluated as a self-employed borrower for underwriting purposes.
- Completed, signed, and dated final loan application (Form 1003). Most current form must be used.
- For business income being used for qualifying the most recent signed 2 years federal tax returns, including all schedules, both individual and business returns are required. All personal and business tax returns must be signed and dated prior to closing.
- Self-employed borrowers using wage income to qualify paid by their business need to fully document the income with W-2's for the past 2 years and most recent paystubs, covering a 30 period with year-todate earnings. W-2 and paystubs must be computer-generated.
- If tax return schedules show a loss in the prior year for any business where the borrower owns 25% or more, business tax returns, including all schedules, are required for this business in order to calculate the average loss. Business tax returns are required regardless of whether or not this business income is being used to qualify. Tax returns must be signed and dated prior to closing.
- Signed IRS Form 4506T.
- 2 years 1040 tax transcripts are required to be obtained from the IRS within 5 business days of the transcript service becoming available. The transcripts may be provided post-purchase, as applicable. Borrower pulled transcripts are not acceptable. The transcripts will be used to validate the income documentation used to underwrite the loan. The IRS transcripts and the supporting income documentation provided by the lender must be consistent. Transcripts are not acceptable in lieu of federal tax returns.

7.9. ADDITIONAL REQUIREMENTS FOR P&L, BALANCE SHEET, AND BUSINESS BANK STATEMENTS

Lenders should apply due diligence and review the actions of the business to determine if the borrower's income is stable and there is a reasonable expectation of continuance. The underwriter must include comments/justification of their analysis to clearly explain their conclusion of the effect to the business.

Lenders are required to obtain the following documentation to support the decision that the self-employment income meets requirements:

- An audited year-to-date P&L, no older than 60 days from the note date, reporting business revenue, expenses, and net income up to and including the most recent month preceding the loan application date, and a Balance Sheet; or
- An unaudited year-to-date P&L, no older than 60 days from the note date, signed by the borrower reporting business revenue, expenses, and net income up to and including the most recent month preceding the loan application date, and business bank statements from the most recent 2 months represented on the year-to-date P&L and a Balance Sheet.
    - For example, the business bank statements should be from April and May 2021 for a year-todate profit and loss statement dated through May 31, 2021.
    - The 2 most recent bank statements must support and/or not conflict with the information presented in the current year-to-date P&L statement. Otherwise, the lender must obtain additional statements or other documentation to support the information from the current year-to-date P&L statement.
- All borrowers owning 25% or more of a business or entity must provide a year-to-date P&L statement and balance sheet for that entity, regardless of whether or not the business income is being used to qualify. This requirement includes all business entities, including those organized as pass-through entities.
- If the tax return for the previous tax year is not filed, a 12-month P&L and balance sheet for this period is required.
- If the most recent year's tax returns have not been filed by the IRS deadline, an executed copy of the borrower's extension request for both personal and business tax returns must be provided.
- The P&L and balance sheet is required even if the borrower does not have a business checking account.
- P&L and tax returns must show stable or increasing income from all business entities and income sources for the period relative to previous periods. Income cannot decline by 20% or more from the prior tax period.

7.10. VERIFICATION OF BUSINESS

The lender must verify the existence of the borrower's business within 5 calendar days prior to closing. Methods of verifying business include:

- Verification from a third party such as a CPA, regulatory agency, or by an applicable licensing bureau.

- If CPA letter is used, it must indicate the borrower has been self-employed for a minimum of 2 years.

7.11. RENTAL INCOME

- Rental income from other properties must be documented with the borrower's most recent signed federal income tax return that includes Schedule E. Leases are required for all properties where rental income is being used to qualify. Rental income for properties with leases from management companies or other rental companies (i.e., Airbnb and VRBO) is not allowed.
- Proposed rental income from the comparable rent schedule may be used for qualifying if there is not a current lease or assignment of lease on purchase of an investment property.
- Properties with expired leases that have converted to month to month per the terms of the lease will require bank statements for the lesser of 12 months or the time period after the lease expired.
- A 25% vacancy factor must be applied to the gross rent used for qualifying. Multiply the gross rent by 75% and subtract the PITI to arrive at the rental income/loss used for qualifying.
- Commercial properties owned on schedule E must be documented with a rent roll and evidence that the primary use and zoning of the property is commercial.

7.12. RETIREMENT OR PENSION INCOME

Retirement or Pension income must be verified by the following:

- Copies of retirement award letters
- Copies of last 2 months bank statements to document the regular deposit of payments
- Distributions from a retirement account (401K, IRA, Keogh, SEP) must be documented with a distribution letter and copies of last 2 months bank statements to document the regular deposit of payments.

Annuity retirement benefits must have a minimum continuance of 3 years from the date of the application to be considered as qualifying income.

7.13. SOCIAL SECURITY INCOME

Social Security Income must be verified by the following:

- Copy of the Social Security Administrations award letter.
- Copies of last 2 months bank statements to document the regular deposit of payments.

Benefits must have a minimum continuance of 3 years from the date of the application to be considered as qualifying income.

7.14. ALIMONY AND CHILD SUPPORT INCOME

Alimony and Child Support are allowable sources of income with proof of a minimum of 3-year continuance.

7.15. UNACCEPTABLE INCOME

Unacceptable income sources include the following:

- Any source that cannot be verified
- Restricted stock income (RSU)
- Income that is temporary
- Boarder income received from the borrower's primary residence
- Expense account payments
- Retained earnings
- Non-occupant income

8. DEBTS AND LIABILITIES

For information regarding the treatment of debts and liabilities not addressed below, please contact your sales representative, transaction manager, or underwriting.

8.1. DEBT-TO-INCOME RATIO

The Debt-to-Income (DTI) ratio is based on the total of existing monthly liabilities and any planned future monthly liabilities divided by gross monthly income. Liabilities include but are not limited to all housing expenses, revolving debts, installment debts, other mortgages, rent, alimony, child support, and other consistent and recurring expenses. The seller must ensure that all liabilities are included in qualifying. This includes debts paid by another entity, such as the borrower's business or debts being paid by a family member. Refer to the Be In Mortgage Jumbo Prime Matrix for the maximum allowable DTI.

8.2. INSTALLMENT DEBT

- Installment debt, including car lease payments, must be included in the qualifying ratio regardless of months remaining.
- Debt that is not a contingent liability must be included in the DTI. A contingent liability is defined as a debt paid by a party or entity other than the borrower were said party or entity and not the borrower is the primary obligor. If the borrower is the primary obligor on any liability, the debt must be included in the DTI. Example: A borrower financed the purchase of an automobile for their business, and the business pays the loan. If the loan is in the borrower's name, this debt must be included in the DTI.
- Real estate owned by the borrower where the borrower is not on the note may be excluded from DTI with 12 months canceled checks showing another party is making the payments. Tax/Insurance amounts on the property must be documented, and the full amount of taxes/insurance included in the DTI.
- PITI on real estate-owned pending sale must be included in the DTI.
- Borrowers who have entered into an IRS repayment plan must have a minimum of 3 months timely pay history. Credit report and title must not indicate an IRS tax lien.

- Student loans must be included as a long-term debt even if payments are deferred. If the monthly amount of a student loan is not on the credit report, a payment of 1% of the balance may be used for qualifying.
- Payments related to a 401(K) loan do not need to be included in total debt obligation.
- Child support and alimony payments with 10 months or less remaining do not need to be included in total debt obligation unless the debt affects the borrower's ability to pay the mortgage during the months immediately after loans closing.
- Installment debt may be paid off to qualify either before or at closing using cash-out proceeds.
- Gift funds may not be used to pay off debt to qualify.

8.3. REVOLVING DEBT

- All revolving debt is included for qualifying regardless of number of payments remaining.
- The monthly payment amount of a revolving account shown on the credit report may be used for qualifying.
- If the monthly payment amount of a revolving account is not shown on the credit report, a payment of 5% of the balance may be used for qualifying.
- Payments may only be excluded if the account is documented as paid in full and closed.
- Revolving debt may be paid off to qualify either before or at closing using cash-out proceeds.
- Documentation that the revolving debt has been paid off and the account is closed is required.
- Gift funds may not be used to pay off debt to qualify.
- For open 30-day charge accounts (for example, American Express), the borrower must have sufficient verified liquid assets to pay off the balance in addition to any reserve requirements to exclude the payment.

Debt that is not a contingent liability must be included in the DTI. A contingent liability is defined as a debt paid by a party or entity other than the borrower where said party or entity is the primary obligor. If the borrower is the primary obligor on any liability, the debt must be included in the DTI. Example: A borrower purchased an automobile for their business. The business pays the loan; however, the loan is in the borrower's name. This debt must be included in the DTI.

8.4. HOME EQUITY LINE OF CREDIT (HELOC)

For HELOC loans paid off at closing, the line must be closed to any future draws. Requirement on title commitment for payoff and cancellation of HELOC is acceptable to document.

8.5. CONVERSION OF DEPARTING RESIDENCE TO INVESTMENT PROPERTY

If the current primary residence is being converted to an investment property, the following applies:

- The rental income from the departing residence may be used if the borrower has a loan to value of 75% or less, as evidenced by either:

- A current residential appraisal (no more than 6 months old from application date) and outstanding liens as evidenced by a mortgage statement or credit report reference or,
- An Exterior-Only appraisal (2055) (no more than 6 months old from application date) and outstanding liens as evidenced by a mortgage statement or credit report reference or,
- An automated valuation model (AVM) listing the prior sales price minus outstanding liens as evidenced by a mortgage statement or credit report reference. The AVM may not be used as a current valuation to determine the borrower's equity percentage.

- A 25% expense /vacancy deduction must be applied to all rental income. Copies of the signed lease are required.
- Reserves of 6 months of PITI must be documented in addition to the required reserves for the primary residence.

9. ASSETS AND SOURCE OF FUNDS

For information regarding assets and source of funds not addressed below, please contact your sales representative, transaction manager, or underwriting.

9.1. SOURCE OF FUNDS

- The borrower must have sufficient liquid assets to meet the requirements for down payment, pre-paid items, closing costs, and reserves.
- Funds needed for closing must be verified with copies of the most recent 2 months bank statements, including all pages.
- Large deposits, defined as a single deposit that exceeds 50% of the total monthly qualifying income, must be sourced. Large deposits that cannot be sourced may be subtracted from asset amount.
- Acceptable sources of verified funds include:
  - Bank deposits
  - Stocks, stock options, bonds, and mutual funds. Stocks and bonds will be discounted at 70% of value for reserves.
  - Life Insurance surrender value if used for cash to close must be liquidated. If used for reserves, no liquidation is required.
  - Sale of real property. o Sale of personal property with supporting documentation. o Disbursement from a Trust Fund. o Disbursement from an IRA/401K.
  - Proceeds from a 1031 exchange in escrow, properly documented and in compliance with Internal Revenue Code Section 1031, are eligible as funds to close. Both the sold property and subject property must be similar and qualify as "like-kind." Tax-deferred Exchanges are only eligible for purchases of investment properties. Note: 2-4 unit properties where one of the units is occupied by customer, are not considered investment properties, and therefore are ineligible.

9.1.1. BUSINESS FUNDS

- Business funds can be used for down payment. Personal and business tax returns for the entity the funds are being withdrawn from, and a year-to-date P&L and balance sheet are required. Business funds may not be counted toward cash reserves.
- A letter from an accountant verifying the following is also required:
  - The amount of business assets that can be used must correspond to the borrower's percentage of ownership in the business.
  - The funds are not a loan. o Withdrawal of the funds will not negatively impact the business.

9.1.2. GIFT FUNDS

- Gift funds are an acceptable source of funds as follows for primary residences and second homes with LTV/CLTV <= to 80% as follows:
  - Borrower must contribute at least 5% from their own funds.
  - Gift donor must be a relative, defined as the borrower's spouse, child, or other dependent, or by any other individual who is related to the borrower by blood, marriage, adoption, or legal guardianship, or a fiancé or domestic partner.
  - Gift letter from donor that incudes name, address, telephone number, and relationship to borrower.
  - Evidence of funds transfer and receipt prior to closing.
- Gift funds are not allowed for investment property transactions.
- Gift funds may not be used to pay off debt to qualify.
- Gifts of equity are not allowed.

9.1.3. INELIGIBLE FUNDS

- Cryptocurrency is ineligible to be used as reserves and/or funds to close unless liquidated.
- Restricted stock units are ineligible.

9.2. CASH RESERVES

All loans require a minimum cash reserve. Please refer to the Be In Mortgage Jumbo Prime Matrix for reserve requirements. Reserves must be verified and comprised of liquid assets that borrower can readily access. If a borrower owns multiple financed properties, the borrower also must have 6 months cash reserves for each additional property.

Equity lines of credit, gift funds, and cash-out from refinance transactions are not acceptable sources to meet the reserve requirement.

Vested funds from individual retirement accounts (IRA/SEP/Keogh/401K accounts) are acceptable sources of funds for reserves. If the retirement assets are in the form of stocks, bonds, or mutual funds, in order to be considered for reserves, the account must be discounted by 30% to account for market volatility.

10. PROPERTY

10.1. ELIGIBLE PROPERTY TYPES

- 1-4 units attached/detached owner-occupied properties.
- 1-unit second homes
- 1–4-unit non-owner occupied properties
- Planned Unit Development (PUD)
- Maximum lot size 20 acres. Properties with greater than 10 acres must have 3 comparables with similar acreage.
- Low/mid/high-rise new and established Fannie Mae or Freddie Mac warrantable condominiums.
    - Warrantable condominium types S and T.
    - Limited review is not eligible. All attached condominiums require full lender review with or without Condo Project Manager (CPM). The conventional Condo and PUD warranty form must be used to warrant the condo project.
    - The project must be reviewed within the 3 months preceding the date of the note.
    - New condominiums (type R). New condominiums may not be subject to additional phasing or annexation.
    - All supporting documentation used by the lender to determine eligibility and warranty type criteria must be submitted in the file; including the project acceptance certification generated by CPM, and unexpired PERS approval, as applicable.
    - Minimum square footage is 400.

10.2. INELIGIBLE PROPERTY TYPES

- Manufactured Homes
- Factory-built housing
- Properties with income-producing attributes
- Condo hotel units
- Co-Ops
- Log homes
- Non-Warrantable condominiums
- Condominiums with HOA in litigation
- Timeshare units
- Geothermal homes
- Unique properties

- Mixed-use properties
- Working farms
- Hobby farms
- Commercial properties/Commercially zoned properties
- Agriculturally zoned properties (agricultural/residential eligible)
- Properties with an oil and gas lease
- Properties with more than 20 acres
- Properties held as leasehold
- Properties located in Puerto Rico, Guam, and U.S. Virgin Islands

10.3. DECLINING MARKETS

Reduce maximum LTV/CLTV by 10% for any property located in an area of declining property values as reported by appraiser. Maximum 80% LTV/CLTV.

10.4. LAND-TO-VALUE

The property site should be of a size, shape, and topography that is generally conforming and acceptable in the market area. It must also have competitive utilities, street improvements, adequate vehicular access, and other amenities. Because amenities, easements, and encroachments may either detract from or enhance the marketability of a site, the appraiser must reflect them in his or her analysis and evaluation. The appraiser must comment if the site has adverse conditions or if there is market resistance to a property because the site is not compatible with the neighborhood or the requirements of the competitive market, and assess the effect, if any, on the value and marketability of the property.

10.5. APPRAISAL REQUIREMENTS

- All appraisals must be completed on the most current Agency appraisal forms and conform to Agency appraisal practices.
- All appraisals must comply with applicable regulations and standards, including but not limited to USPAP, FIRREA, AIR, and HVCC compliance.
- Appraisals must not be over 120 days old from the date of the note. If appraisal is over 120 days old, a new appraisal needs to be performed. For new construction, an appraisal update on form 1004D is required.
- Appraisals assigned from another lender are not acceptable.
- 2 full appraisals are required for loan amounts > $1.5 million. LTV will be based on lower of the 2 values.
- All inconsistencies between the 2 appraisals must be addressed and reconciled.

10.6. THIRD-PARTY APPRAISAL REVIEW

- The seller must order a Clear Capital CDA appraisal desk review product is required for each loan regardless of loan amount.
- A copy of the CDA report should be submitted in the loan file. The review must not be over 120 days old from the date of the note.
- If the CDA produces a value in excess of a 10% negative variance to the appraised value, the loan is not eligible for purchase; provided, the seller has the option to then order a Field Review to support the appraised value. If the field review also produces a value in excess of a 10% negative variance to the appraised value, then the loan will remain ineligible for purchase.
- All appraisals are reviewed for eligibility as well as value support.

10.7. PROPERTIES LOCATED IN A DISASTER AREA

- For properties located in a FEMA-declared disaster area, a reinspection is required to be performed by the original appraiser. A written certification is required from the appraiser to confirm that the property value has not been impacted by the disaster. If original appraiser is unable to perform the reinspection, a Clear Capital Post Disaster Inspection (PDI) must be obtained with an effective date post-disaster and pre-closing.
- For FEMA declared natural disasters, the inspections must be dated after the disaster end date is declared by FEMA.

11. ADDITIONAL LOAN ATTRIBUTES AND POLICIES

11.1. SUBORDINATE FINANCING

- New subordinate financing is permitted up to the maximum allowable LTV/CLTV. Only institutional financing is permitted.
- Maximum LTV/CLTV/HLTV for subordinated HELOCs will be based on the fully drawn balance.
- Subordination of an existing loan is permitted up to maximum LTV/CLTV allowed per the Be In Mortgage Jumbo Prime Matrix.
- Cash-out transactions are not eligible for subordination of existing liens.
- Subordinate liens must not have negative amortization, no balloon within 5 years, and no prepayment penalties.
- In cases in which a HELOC is resubordinated to the subject mortgage, monthly amount on credit report will be used. If no monthly payment amount is shown on credit report, 1% minimum payment of the maximum line amount will be used for qualifying. A credit report supplement showing the minimum monthly payment is also acceptable. If HELOC has a zero balance and no draws within 24 months of application, no payment need be included in DTI. Withdrawal activity must be documented with a transaction history for the line of credit.

11.2. CHAIN OF TITLE

- All transactions require a minimum 24-month chain of title.
- For purchase transactions, if seller has taken title to the subject property within 90 days of the date of sales contract.

11.3. BALLOON MORTGAGE

- Balloon mortgages are not eligible for purchase.

11.4. RECASTING/RE-AMORTIZING

- Recasting or re-amortized transactions are not eligible for purchase.

11.5. TEMPORARY BUYDOWN

- Temporary buydown mortgage loans are not eligible for purchase.

11.6. PREPAYMENT PENALTY

- Mortgage loans with prepayment penalties are not eligible for purchase.

11.7. INTERESTED PARTY CONTRIBUTIONS

- Interested party contributions include funds contributed by the property seller, builder, developer, real estate agent, or any other party with an interest in the real estate transaction. Interested party contributions may only be used for closing costs and pre-paid expenses. Interested party contributions exceeding the allowed amount per program will be deducted from the sales price to determine LTV.

11.8. HAZARD INSURANCE

- Properties where the insurance coverage on the declaration page does not cover the loan amount, must have a cost estimate from the insurance company or agent evidencing the property is insured for its replacement cost.
- Hazard insurance must have the same inception date as the date of disbursement on purchase money mortgages. This may be documented with a post-closing Closing Disclosure or the correction of the inception date on the hazard policy.

11.9. HERO/PACE/SOLAR PANELS

- Any item that that will include a UCC associated with the property and/or will create an easement on title is ineligible.

11.10. ESCROWS

- Escrow accounts may be created for funds collected by the originator to pay taxes, hazard insurance, flood insurance, special assessments, water, sewer, and other items as applicable.
- All applicable loans must adhere to HFIAA regarding flood insurance escrows.

- Escrow holdbacks are not allowed.

12. TITLE AND CLOSING DOCUMENTATION

12.1. FORMS

- All notes, security instruments, riders, addenda, and special-purpose documents used in connection with fully amortizing 1-2 family conventional first mortgages delivered to Be In Mortgage must be prepared on approved Agency forms unless this guide specifically requires otherwise. See most recent Fannie Mae or Freddie Mac Selling Guide for reference.
- Copy of security instrument submitted in the file must be a true and certified stamped copy of the original recorded security instrument.

12.2. TITLE

Title insurance must meet Agency requirements and be written on the 2006 American Land Title ALTA form providing gap coverage or the ALTA short form. Other state forms may be used in states in which standard ALTA forms of coverage are not used or in which the 2006 ALTA forms have not been adopted. If alternative forms are used, the lender must ensure that those amendments provide the same coverage. The title insurance policy/commitment must be dated within 90 days and ensure the exact loan amount.

- The title policy should include all applicable endorsements issued by a title insurer qualified to do business in the jurisdiction in which the mortgage insured property is located, including the endorsements for Condominiums, PUDs, Co-op share loans, and ARM loan types.
- The title insurance coverage must include an environmental protection lien endorsement (ALTA 8.1-06 or equivalent state form).
- The title insurance policy must ensure the mortgagee and its successors and assigns as to the first priority lien of the loan amount at least equal to the outstanding principal balance of the loan.
- A statement by the title insurance company or closing attorney on such binder or commitment that the priority of the lien of the related Mortgage during the period between the date of the funding of the related Mortgage Loan and the date of the related title policy (which title policy shall be dated the date of recording of the related Mortgage) is insured.
- Any existing tax or mechanic's liens must be paid in full through escrow.