**Mortgage Documents**

**Multistate Fixed Rate Note - Single Family - Fannie Mae/Freddie Mac UNIFORM INSTRUMENT (Form 3200)**

**Type of Instrument Instrument Revision Date**

Note 1/01

**Instrument Last Modified Summary Page Last Modified**

N/A 10/2/06 (Spanish Translations Added)

10/2/06 – Spanish Translation Posted 9/09 (NV Authorized Change Added)

2/16 (Excluded use of Document for PA)

**Printing Instructions**

The PDF document must be printed on letter size paper, using portrait format.

**Use This Document For**

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| State | Lien Type | Product Type | Property Type | Occupancy Type |
| **All, except AK, FL, ME, NH, NY, PA VT, VA, WV, WI, PR** | **First** | **FRM -- except for balloon, growing-equity, and biweekly payment mortgages; and Texas Section 50(a)(6) mortgages** | **All, except cooperatives** | **All** |

**Required Changes**

The following changes MUST always be made to this document:

None

**Authorized Changes**

The following changes MAY be made to this document at the lender’s option or MUST be made under certain circumstances only:

1. Lenders MAY include at the bottom of each page “initial lines” on which borrowers may insert their initials to acknowledge that all pages of the document are present. If these lines are added, lenders MUST require the borrowers to initial the lines on each page of the document.

2. Lenders MAY adjust cross-references to section, paragraph, or page numbers, if needed to reflect changes in section, paragraph, or page numbers that result from adding, modifying, or deleting certain language in accordance with another authorized change.

3. Lenders MAY add the following language (with all letters being capitalized) above the Borrower signature lines, if the security property is located in Alabama:

*Caution -- It is important that you thoroughly read the contract before you sign it.*

[Spanish Translation]

*Advertencia – Es importante que usted lea detenidamente el contrato antes de firmarlo.*

4. Lenders MAY add the following language immediately before the Borrower signature lines (in bold conspicuous type, such as being bold-face and all letters capitalized), if the security property is located in Indiana:

*You are not obligated to pay any money unless you sign this contract and return it to the seller/lender.*

[Spanish Translation]

Usted no está obligado a pagar dinero alguno a menos que firme este contrato y lo devuelva al vendedor/prestador.

5. Lenders MAY add the following language immediately after the Borrower signature lines, if the security property is located in Louisiana:

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

*\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_*

*Notary Public: (Name)*

[Spanish Translation]

‘Ne varietur’ para identificación con una hipoteca otorgada ante mí el \_\_\_\_de \_\_\_\_\_\_.

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

Notario habilitado en el Distrito (Parish) de \_\_\_\_\_\_\_\_\_\_, Louisiana.

6. Lenders MAY add the following language immediately before the Borrower signature lines, if the security property is located in Maryland:

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

[Spanish Translation]

*Esta transacción de préstamo se rige por el Título 12, Subtítulo 10 del Artículo de Derecho Comercial del Código Anotado de Maryland (Title 12, Subtitle 10 of the Commercial Law Article of the Annotated Code of Maryland).*

7. Lenders MAY insert the following information, if required under state law, in the top margin of the document if the security property is located in Nevada:

*[Mortgage Broker’s Name]*

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

8. Lenders MAY add the following language (with all letters being capitalized and bold-faced) immediately before the Borrower signature lines, if the security property is located in Texas:

*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.*

[Spanish Translation]

Este acuerdo de préstamo por escrito representa el acuerdo definitivo entre las partes y no admite contradicciones planteadas por pruebas de acuerdos verbales previos, contemporáneos o posteriores de las partes. No existen acuerdos verbales no escritos entre las partes.

9. Lenders may insert a Notice on the Note if the Notice is required by applicable law for the type of transaction.

**Other Pertinent Information**

Any special instructions related to preparation of this document, use of special signature forms, required riders or addenda, etc. are discussed below.

1. If the borrower is an *inter vivos* revocable trust, we may require: a special rider, a different signature form for the trustee signature, and a special signature acknowledgment for the settlor/credit applicant(s). Lenders are responsible for making any modifications, including the use of different terminology, needed to conform to the signature forms customarily used in the applicable jurisdiction and will be held fully accountable for the use of any invalid signature form(s).

- Each of the trustees must sign this document in a signature block substantially similar to the following, which should be inserted in the Borrower signature lines.

*\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, Trustee of the \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Trust under trust instrument dated \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.*

[Spanish Translation]

*\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, Fiduciario del Fideicomiso \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_*

*de conformidad con el instrumento de fideicomiso de fecha \_\_\_\_\_\_\_\_.*

2. When completing Section 6(A). Late Charge for Overdue Payments, lenders should specify the maximum late charge percentage allowed by state law, if that amount is less than the late charge we require (as specified in Part I, Section 203.03, of the Servicing Guide). In no instance should lenders specify a late charge greater than our required late charge percentage.

3. When a lender uses one of our state-specific versions of the *Balloon Loan Refinancing Instrument* (Form 3269 series) -- instead of the otherwise applicable security instrument -­- in connection with a new fixed-rate mortgage that represents the refinancing of a maturing balloon mortgage that had a conditional refinance option, there is no need for the borrower to execute a separate note.

12/4/2015