**Mortgage Documents**

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

**Type of Instrument Instrument Revision Date**

Note 07/2021

**Instrument Last Modified Summary Page Last Modified**

N/A N/A

**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 Texas Section 50(a)(6) mortgages** | **All, except cooperatives** | **All** |

**Required Changes**

The following changes MUST always be made to this document:

1. To comply with the requirements of the Truth in Lending Act and Regulation Z (12 C.F.R. § 1026.36(g)), lenders MUST add the name of the mortgage loan originator (LO) and NMLSR ID number for both an organization and individual to the last page of the note. This information must be placed at the end of the document, below any notary section that follows the borrower signature lines. If state or local law requires the placement of this information in a different location on the legal documents, lenders MAY place the LO name and NMLSR ID in an alternate location in order to comply with applicable requirements.

**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, if required under state law, insert the following sentence after the last sentence in Section 6(A) of the Note if the security property is located in Alabama:

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

1. 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.*

1. 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.*

1. 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)*

1. 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.*

1. Lenders MAY, if required under state law insert the following sentence after the last sentence in Section 6(A) of the Note is the security property is located in Mississippi:

Late charge will not be less than $5.00.

1. 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 #\_\_\_\_\_\_\_\_\_\_\_*

1. 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.*

1. 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 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.*

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 or equal to the maximum late charge specified in the *Selling Guide*. In no instance should lenders specify a late charge greater than the maximum late charge percentage specified in the *Selling Guide*.