**Mortgage Documents**

**Maine - Single Family - Fannie Mae/Freddie Mac UNIFORM INSTRUMENT (Form 3020)**

**Type of Instrument Instrument Revision Date**

Mortgage 07/2021

**Instrument Last Modified Instruction Page Last Modified**

N/A N/A

**Use This Document For**

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| State | Lien Type | Product Type | Property Type | Occupancy Type |
| **ME** | **First** | **All** | **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 security instrument. 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 add legends to identify the preparers of the document, consistent with the requirements of state and local laws.

**[For Master/Short Form filings, this change should be made to the Short Form.]**

2. Although not required, 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 lines are provided for initials, the originator is not required to have borrowers initial the document, but if the borrower initials the document, the originator must require that the borrower initial each and every page as indicated.

**[For Master/Short Form filings, this change should be made to the Short Form.]**

3. Lenders MAY insert the appropriate acknowledgment in the blank space after the signature lines as documents for individual mortgages are prepared or MAY print documents bearing the appropriate acknowledgment(s) in advance for use as the need arises.

**[For Master/Short Form filings, this change should be made to the Short Form.]**

4. 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.

**[For Master/Short Form filings, be certain that cross-references correspond in the Master and Short Forms. If any section numbers are changed in the Master Form, ensure that the references to the sections that are incorporated into the Short Form are correct.]**

5. Lenders MAY add the words “Purchase Money” in front of or above the caption “Mortgage”, if all, or any portion of the loan proceeds are to be used to purchase the security property. Lenders MAY also add the following in parentheses either above the caption or in the space provided for the legal description of the property:

 *(All or part of the purchase price of the Property is paid for with the money loaned.)*

[**For Master/Short Form filings, this change should be made to the Short Form.]**

6. Lenders MUST add the following language (as a rider or as the second sentence of the last paragraph in Section 9), if the mortgage is secured by a leasehold estate, but lenders MAY add this language if the mortgage is not secured by a leasehold estate:

*I will not give up the rights that I have as a tenant on the Property. I will not cancel or terminate my lease and I will not change or amend that lease unless Lender agrees in writing to the change or amendment.*

**[For Master/Short Form filings, this change should be made in a rider to the Short Form.]**

7. Lenders MAY add to Definition (D). Riders a check-off box for “VA Rider”, IF they use this document for a VA-guaranteed mortgage that will be delivered to us and such a rider is required to add VA’s assumability feature (which overrides the “acceleration” clause in this document).

[**For Master/Short Form filings, this change should be made to the Short Form.]**

8. Lenders MAY delete the word “Witnesses”and the two accompanying lines for witness signatures that appear to the left of the Borrower signature lines on Page 18.

[**For Master/Short Form filings, this change should be made to the Short Form.]**

9. Lenders MAY delete from the first sentence of the second paragraph under the section titled “BORROWER’S RIGHT TO MORTGAGE THE PROPERTY AND BORROWER’S OBLIGATION TO DEFEND OWNERSHIP OF THE PROPERTY” the word “general” and replace it with the word “special”, if the security property is located in an area in which security instruments normally provide for a special warranty of title by the borrower (rather than a general warranty).

[**For Master/Short Form filings, this change should be made to the Short Form.]**

10. Lenders MAY add an asterisk (\*) following the applicable borrower’s name in Definition (B). Borrower on Page 1 and following the applicable borrower’s signature on the last page of the document and then insert the following legend immediately after the execution block on this page, IF a borrower is signing the document for the sole purpose of waiving dower rights:

*\* \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ signs as Borrower solely for the purpose of waiving dower rights without personal obligation for payment of any sums secured by this Security Instrument.*

[**For Master/Short Form filings, this change should be made to the Short Form.]**

11. Lenders may insert a Notice on the Security Instrument if the Notice is required by applicable law for the type of transaction.

[**For Master/Short Form filings, this change should be made to the Short Form.]**

**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 Maine 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 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.*

- Each settlor of the trust who is a credit applicant must sign a signature acknowledgment in a signature block substantially similar to the following, which should be inserted following the Borrower signature lines:

*BY SIGNING BELOW, the undersigned, Settlor(s) of the \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Trust under trust instrument dated \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, acknowledges all of the terms and covenants contained in this Security Instrument and any rider(s) thereto and agrees to be bound thereby.*

 *\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_(SEAL)*

 *Trust Settlor*

[**For Master/Short Form filings, this change should be made to the Short Form.]**

1. Lenders MAY NOT modify the Maine security instrument to name MERS as the original mortgagee of record solely as nominee for the lender. To register a loan with MERS, when the security property is located in Maine, lenders MUST assign the loan to MERS using the MERS Mortgage Assignment (Form 3749). When using the MERS Mortgage Assignment form, lenders MUST use the standard Maine mortgage and MAY NOT modify the Maine mortgage to include the “MERS as original mortgagee” authorized change.

**INSTRUCTIONS FOR COMPLETING AND RECORDING MASTER AND SHORT FORM MORTGAGES AND DEEDS OF TRUST**

**Maine**

**A. Master Form Mortgage**

(The Maine Master Form Mortgage consists of a (1) title page and (2) the Fannie Mae/Freddie Mac Maine Uniform Mortgage)

1. **Title Page**
2. Insert the names of the natural person and Lender causing the Master Form Mortgage to be recorded.
3. Do not have the title page signed or acknowledged.
4. **Mortgage**
5. Do not fill in any information on the Mortgage.
6. Do not have the Mortgage signed or acknowledged.

Attach the title page to the front of the Mortgage and record the title page and Mortgage together in the registries of deeds’ offices serving the county(ies) in which you anticipate you will subsequently record mortgages for loans secured by real property.

**B. Short Form Mortgage**

1. Insert the recording information from the Master Form Mortgage in the second paragraph of the “Definitions” section of the Short Form Mortgage. (Make sure the recording information is from the Master Form Mortgage that was recorded in the registry in which the Short Form Mortgage is to be recorded.)
2. Insert information for all blank spaces in the “Definitions” section of the Short Form Mortgage.
3. Check the applicable Rider boxes in the Short Form Mortgage.
4. Insert the property description information and the address in the Short Form Mortgage.
5. Provide the borrower with an exact copy of the recorded Master Form (the completed Title Page and the Fannie Mae/Freddie Mac Maine Uniform Mortgage). The copy should be marked “Do not record.” Please note that it is your responsibility to maintain proof of your compliance with this requirement.
6. Arrange for the Short Form Mortgage to be executed by the borrower(s) and acknowledged.
7. Arrange for any applicable Riders to be executed by the borrower(s).
8. Record the Short Form Mortgage and any applicable Riders in the recorder’s office serving the county (or portion of the county) in which the real property securing the loan is located.

**(NOTE: Do not use or record the Short Form Mortgage unless you have already recorded a Master Form Mortgage in the registry of deed’s office serving the county in which the real property securing the loan is located.)**