

Attorney Authorization Approval (AAA) Matrix

Effective May 14, 2026





Welcome

Fannie Mae’s approval is required for any foreclosure-related or bankruptcy-related attorney fees and costs that exceed the maximum allowable attorney fees and costs set forth in our Servicing Guide, Servicing Guide exhibits and related updates, or other Fannie Mae guidance (hereafter “Excess Fees/Costs”). Fannie Mae requires the attorneys to manage all Excess Fees/ Costs.

Note: The contents of this document are confidential and intended solely for the authorized recipient, and they should not be copied, distributed, reproduced in whole or in part, or passed to any third party. A law firm is permitted to share this document with its servicer clients as needed in relation to any referrals for Fannie Mae files, but when doing so the firm must inform the servicer of its obligation to keep the document and its contents confidential.

Overview

Statement Regarding Excess Fee/Cost Usage

Fannie Mae expects that our allowable foreclosure and bankruptcy fees/costs are sufficient compensation for the majority of cases your office will manage. We will monitor your usage of Excess Fees/Costs and overall fees/costs incurred against others in your jurisdiction or similar jurisdictions. Your total fee/cost dollars per managed case is one of many metrics that Fannie Mae will utilize to evaluate overall performance.

Indemnification for Losses

Fannie Mae Selling Guide, Part A, Subpart I, Chapter 1, Section A2-1-03 (Indemnification for Losses) provides that a lender or servicer has a responsibility to indemnify and hold Fannie Mae harmless against all losses, damages, judgments, claims, legal actions, costs and legal fees that are based on, or result from, the lender’s breach or alleged breach of its selling warranties and representations or its origination or selling activities related to Fannie Mae owned or Fannie Mae securitized mortgages loans. Similarly, Fannie Mae requires a servicer to make the same indemnification for all losses, damages, judgments, claims, legal actions, costs and legal fees that are based on, or result from, the lender’s failure or alleged failure to satisfy its duties and responsibilities as a mortgage servicer for Fannie Mae. This indemnification provision applies regardless of whether the claim, suit, or proceeding has merit.

Third Party Costs Related to Foreclosure and Bankruptcy

Fannie Mae guidelines generally require all legal costs to be actual, reasonable, and necessary. The retention agreement and related documents between Fannie Mae and the attorney may also contain specific guidelines concerning third-party costs for foreclosure and bankruptcy. Law firms must be familiar with Fannie Mae’s fee and cost-related requirements.

Other Legal Fees

There may be other matters unrelated to foreclosure or bankruptcy where legal services are required to protect the interest of the servicer or Fannie Mae. Examples of these matters include probate matters, condemnations, and defense of borrower or third-party actions that are outside foreclosure and bankruptcy proceedings. You must obtain our prior approval of legal fees related to these matters (see Non-Standard Excess Fees) to ensure the servicer will be properly reimbursed. However, there may be some matters where our fee approval is not required because the fees are ineligible for reimbursement by Fannie Mae (see Ineligible Fees/ Costs).

As a general rule, foreclosure and bankruptcy proceedings should not be suspended pending excess fee approval, if the actions needing to be taken to protect Fannie Mae’s or the servicer’s interests are routine in nature (see Fannie Mae Servicing Guide, Part E, Chapter 3, Section E-3.4-01 [Suspending Foreclosure Proceedings for Workout Negotiations]). However, there may be nonroutine litigation matters or other nonroutine matters that require notification to Fannie Mae’s Legal Department prior to any action being taken (see Fannie Mae Servicing Guide, Part E, Chapter 1, Section E0-1.3 [Handling Non-Routine Litigation]). This notification should be sent to Fannie Mae’s Legal Department using the Form 20 process, which will enable Fannie Mae to concur in the necessity of the action, the selection of legal counsel, development of legal strategy, and approval of legal fees and costs. At times, even if nonroutine actions must be taken to protect Fannie Mae’s or the servicer’s interest, fee approval may not be given by Fannie Mae (see Ineligible Fees). If you are unsure whether a matter is a nonroutine in nature, you should seek guidance from our Legal Department.



Supporting Documentation

Pursuant to Fannie Mae Servicing Guide, Part E, Chapter 5, Sections E-5-02 through E-5-05 (regarding requesting reimbursement for expenses associated with default-related legal matters), excess fee/cost requests must be submitted with supporting documentation and explanation to warrant the request. Lack of information could cause an automatic denial. If the information cannot be obtained from the servicer, Fannie Mae will deem the servicer to be responsible for the fees/costs until if and when the necessary information is provided.

Summary of Excess Fees and Costs Process

This matrix divides all foreclosure and bankruptcy fees/costs into four distinct categories:

- **Allowable Fees and Costs**—require no additional action by you to ensure proper reimbursement to the servicer by Fannie Mae and are not considered Excess Fees/Costs (see Allowable Fees and Costs).
- **Standard Excess Fees and Costs**—common Excess Fees and costs that are generally eligible for reimbursement by Fannie Mae, have a specific Fannie Mae definition, and a specific assigned price point (see Standard Excess Fees and Costs).
- **Non-Standard Excess Fees**—fees that we consider on a case-by-case basis (see Non- Standard Excess Fees).
- **Ineligible Excess Fees and Costs**—non-reimbursable by Fannie Mae due to our contractual relationship with servicers and should not be reported to us (see Ineligible Excess Fees and Costs).
- **Historical Allowable Fees and Costs** —previous allowable fee and cost amounts.

Instructions: You should review all excess fees/costs to determine whether they are ineligible for reimbursement by Fannie Mae (see Ineligible Excess Fees and Costs). Do not submit ineligible fees/costs to Fannie Mae for excess fee/cost approval. For all other excess fees/costs which you believe to be eligible for reimbursement, you should submit all of your firm’s excess fee/cost requests as follows:

1. All excess fee/cost requests should be submitted in the Property 360 Excess Fees Portal.
2. Once logged into Property 360, click on the "Create New Request" link.
3. When submitting a request, select the most specific expense type/subtype available. Where applicable, the AAA Matrix instructs which expense type/subtype to select based on fee name.
4. For questions, please submit an inquiry in the [Inquiry Response Tool \(IRT\)](#). For IRT system access, send an email to irt_setup@fanniemae.com and request MDC Firm access.

Allowable Fees and Costs

Costs

Posting

Cost Category	Allowable Cost Name	Description	Maximum Cost
Foreclosure	California Sale Posting	Fannie Mae will reimburse out-of- pocket costs paid to a third-party vendor to post the notice of foreclosure sale in California. This cost only covers the actual, reasonable, and necessary third- party vendor costs for posting the notice of foreclosure sale at the property and public place as required by applicable law.	<ul style="list-style-type: none"> • \$75 per foreclosure referral in the following counties: Los Angeles, Orange, Riverside, San Bernardino, San Diego • \$125 per foreclosure referral in all other counties

Notes: Excess cost requests should not be submitted.



Publication

Cost Category	Allowable Cost Name	Description	Maximum Cost
Foreclosure	Sale Publication	Fannie Mae will reimburse for actual, reasonable, and necessary publication costs paid to a newspaper to publish all required documents necessary to complete a typical, uninterrupted foreclosure action.	Actual cost incurred

Notes:

- Publication costs may be reduced through more efficient use of the print media. For example, in publishing a legal advertisement, the law firm must substitute a reference to the mortgage loan for the full legal description of the property — if doing so will not affect the validity of the foreclosure sale. Similarly, in some circumstances, costs may be managed by ensuring that an advertisement is not typeset or spaced in a manner that increases the costs with no apparent additional benefit.
- Online or alternative publications may be used to reduce the costs of publication, if allowed by applicable state laws.
- If the sale is rescheduled or the foreclosure is restarted and there is a subsequent sale date, Fannie Mae prior approval is required for additional costs incurred to publish required documents associated with the new sale date.
- Fannie Mae will review and approve this excess publication costs based on occurrence, not a specified dollar amount. These changes apply for the life of the default period and are effective for excess publication costs incurred on or after January 1, 2018, regardless of the foreclosure referral date.

Publication Placement

Cost Category	State	Allowable Cost Name	Description	Maximum Cost
Foreclosure	Alaska Arizona California Nevada Oregon Washington	Publication Placement	Fannie Mae will reimburse a publication placement cost for the law firm's negotiation of pricing (including any available discounts, rebates, refunds, commissions, or other similar items of any kind), placement, typesetting, follow-up, advertisement tracking, and all other publication placement services.	<ul style="list-style-type: none"> • \$50 per foreclosure referral on or after 7/1/2023 • \$35 per foreclosure referral prior to 7/1/2023

Notes:

- Excess cost requests should not be submitted.
- Fannie Mae will reimburse the allowable cost once for each foreclosure referral regardless of the number of advertisements and will not reimburse excess publication placement costs in the event a sale is continued.



Title

Refer to the [Allowable Title Search Fees Matrix](#).

Cost Category	Allowable Cost Name	Description
Foreclosure	Title Search	<p>For referrals on or after 09/01/2018 the maximum allowable foreclosure-related title cost includes the following:</p> <ul style="list-style-type: none"> • An initial 2 owner title search dating back to the deed prior to the mortgagor's deed. • Up to (3) title updates to the initial two- owner search that are required and necessary to complete a foreclosure sale and complete all the services covered by the allowable foreclosure fee. • All copies of relevant documents.
		<p>For costs incurred 09/01/2016 to 08/31/2018 the maximum allowable foreclosure-related title cost includes the following:</p> <ul style="list-style-type: none"> • An initial 2 owner title search dating back to the deed prior to the mortgagor's deed. • All updates to the initial two- owner search that are necessary to complete a typical foreclosure sale and complete all the services covered by the allowable foreclosure fee. • All copies of relevant documents.

Notes:

The title product and any required updates must confirm title to the property and identify all parties that must receive notice of the foreclosure sale. Unless specified by Fannie Mae the initial title product must be an uninsured title search without additional charges for insurance or guarantees or a Limited Trustee's Sale Guarantee.

- The initial title search should not expire, and only eligible title updates will be reviewed for reimbursement.
- The title search allowable cost is good for the life of default and resets once the prior default has been cured.



Fees

Allowable Bankruptcy Fees – All Bankruptcy Chapters

Mediation

Chapter	Fee Type	Maximum Fee	Effective Date Services Rendered
All	Mediation	\$900 first session / \$475 second session	On or after 1/1/2025

Notes:

The fee for bankruptcy mediations covers the following tasks performed by law firms in connection with mediations:

- Communicating with the servicer to obtain necessary information and backup documentation regarding the servicer’s loss mitigation policies, borrower financial information, etc., before, during and after the mediation process.
- Monitoring the servicer’s negotiations with the debtor.
- Preparing any loss mitigation agreements, court motions and other papers.
- Communicating with the court and mediation personnel.
- Attendance at two mediation sessions, including any follow-up activities after the session, such as reporting to the servicer.

The fees for bankruptcy mediations cover all the mediation services in each bankruptcy filing or consolidated case (for instance, when spouses file separate bankruptcy petitions, but the cases are consolidated for administrative purposes), regardless of the number of debtors or Fannie Mae mortgage loans affected. If a debtor files multiple bankruptcy petitions, a separate bankruptcy mediation fee will apply to each petition.

Motion for Relief

Chapter	Fee Type	Maximum Fee	Effective Date Services Rendered
All	Motion for Relief	Chapter 7	\$1,225 On or after 1/1/2025
		Chapters 11, 12 and 13	\$1,350 On or after 1/1/2025

Notes:

These fees include the law firm's services in:

- Reviewing the bankruptcy docket.
- Reviewing the debtor’s loan history.
- Drafting and revising any affidavit(s) in support.
- All communications with the servicer to obtain the necessary information and backup documentation.
- Preparation of the motion.
- Negotiations with debtor’s counsel.
- Attendance at up to two hearings.
- Preparing a stipulation or order (including an adequate protection order).

This fee is allowed for each motion for relief, even if there are multiple debtors or multiple Fannie Mae mortgage loans covered by the motion.

If circumstances require filing separate motions for relief for each individual Fannie Mae mortgage loan in the same case, or multiple bankruptcy filings affect an individual Fannie Mae mortgage loan, the fee applies to each Motion for Relief. However, excess fee approval is required if an additional motion for relief is required in the same case for the same loan.



Notice of Appearance

Chapter	Fee Type	Maximum Fee	Effective Date Services Rendered
All	Notice of Appearance	\$0* Fannie Mae does not reimburse additional fees.	N/A

Proof of Claim (POC) Preparation & Plan Review

Chapter	Fee Type	Maximum Fee	Effective Date Services Rendered
All	Proof of Claim (POC) Preparation & Plan Review	Chapter 7 (POC prep only, if required)	\$375 On or after 1/1/2025
		Chapters 11, 12 and 13	\$1,225 On or after 1/1/2025

Notes:

This allowable fee includes all communications with the servicer to obtain the necessary information and backup documentation, preparing, reviewing, and filing the POC form, and verifying that the POC is properly docketed. It also includes the services involved in preparing, reviewing, and filing up to one amended POC. The allowable fee covers each POC (and amended POC), regardless of the number of debtors.

These fees include:

- Communicating with the servicer to obtain the necessary information about the debtor's loan(s) and backup documentation for the POC.
- Preparing and filing the POC form, and up to one amended POC form.
- Verifying that the POC is properly docketed.
- Monitoring the docket and obtaining and reviewing the original and up to two amended Plans.
- Analyzing Plan(s).
- Reviewing any disclosure statement and ballot (if applicable).
- Communicating and negotiating with the Servicer, any trustee and debtor's counsel.

Fannie Mae will authorize excess fees in unusually complex cases in accordance with our usual excess fee approval process. The fee for POC & Plan Review covers all Fannie Mae mortgage loans involved in a proceeding.

Proof of Claim (POC) – Form 410A Loan Payment History

Chapter	Fee Type	Maximum Fee	Effective Date Services Rendered
All	Proof of Claim (POC) Preparation & Plan Review	\$325	1/1/2025

Notes: This fee includes all legal services necessary to prepare and/or review the Loan Payment History when it is required as part of Official Form 410A. The fee also covers the preparation and/or review of one amended Loan Payment History if amendment is necessary.



Servicer-Paid Expenses

Chapter	Fee Type	Maximum Fee	Effective Date Services Rendered
All	Servicer-Paid Expenses	\$0	N/A

Notes:

There are additional bankruptcy services that law firms are often required to provide, which are either a servicer function or are necessary to resolve actual or alleged errors in origination or servicing of the loan. Servicers must pay, at their own expense (not reimbursed by Fannie Mae), law firms for such additional bankruptcy services. These services include, but are not limited to:

- Monitoring Plan Payments.
- Post-MFR or Post-Stipulation monitoring.
- Third and subsequent Proofs of Claim.
- Contested proceedings (objections, final cure payment notices, adversary actions, etc.) which are a result of alleged servicer error.
- Adversary proceedings by trustees to invalidate a lien on the debtor's property.
- Sanctions hearings.
- Motions for extension of time or delays in proceedings due to servicer delays.

Reaffirmation Agreement

Chapter	Fee Type	Maximum Fee	Effective Date Services Rendered
All	Reaffirmation Agreement	\$325	All active files effective 1/1/2025 or later

Notes:

- This fee includes the time spent by the law firm communicating with the servicer to obtain necessary information and backup documentation, negotiations with debtor's counsel, preparing the Reaffirmation Agreement, and obtaining court approval where necessary.
- This fee is allowed for each Reaffirmation Agreement prepared, regardless of the number of debtors signing the Agreement or the number of Fannie Mae mortgage loans covered by the Reaffirmation Agreement.



Objection to Plan

Chapter	Fee Type	Maximum Fee	Effective Date Services Rendered
12 & 13	Objection to Plan	\$700	On or after 1/1/2025

Notes:

- These fees include the legal services generally required in connection with the prosecution of an Objection to Plan, including communications with the servicer, legal research, preparation and filing of objection papers, negotiations with debtor's counsel and trustee, attendance at up to two hearings, and preparing a stipulation or order.
- This allowable fee covers all Objections to the original Plan and up to two amended Plans, regardless of the number of Objections required, the number of debtors involved, or the number of Fannie Mae loans involved.
- Fees for any legal work related to Objections to the third and subsequent Amended Plans, litigated or contested Objections, or Objections related to new factual or legal issues raised in any amended Plans, will require excess fee approval.

Notice of Fees, Expenses and Charges

Chapter	Fee Type	Maximum Fee	Effective Date Services Rendered
13	Notice of Fees, Expenses and Charges	\$200	All active files effective 1/1/2025 or later

Notes:

- This fee includes all legal services provided by bankruptcy counsel in compliance with Bankruptcy Rule 3002.1 concerning notices of post-petition fees, charges, or expenses that the creditor seeks to collect from the debtor. This allowable fee includes communications with the servicer; verifying the validity of the fees, expenses, or charges being sought; drafting, serving and filing the requisite form (Form B10S2); and verifying that the Notice is docketed properly.
- This fee is allowed for each Notice of Fees, Expenses and Charges, even if notices must be given to multiple debtors. However, the fee is limited to notices for fees, expenses and charges that aggregate \$150 or more. If a servicer incurs out-of-pocket expenses that aggregate less than \$150, (a) a notice may be filed at the servicer's expense as a cost of servicing or (b) attempts to collect from the borrower may be waived and reimbursement may be sought by the servicer from Fannie Mae in accordance with the provisions of the Servicing Guide.

Payment Change Notification

Chapter	Fee Type	Maximum Fee	Effective Date Services Rendered
13	Payment Change Notification	\$175	All active files effective 1/1/2025 or later

Notes:

- Fannie Mae is clarifying that this fee includes all legal services provided by a law firm in compliance with Bankruptcy Rule 3002.1 concerning notices of payment change amounts.
- The allowable fee covers communications with the servicer; drafting, serving and filing the requisite bankruptcy form (BK Form B10S1); and verifying that the Notice is docketed properly.
- This fee is allowed for each occurrence of a payment change, even if notices must be given to multiple debtors.



Post-Stipulation Default and Stay Termination

Chapter	Fee Type	Maximum Fee	Effective Date Services Rendered
13	Post-Stipulation Default and Stay Termination	1. \$125 2. \$250	All active files effective 1/1/2025 or later

Notes:

These allowable fees cover the legal work involved when a debtor defaults after having previously stipulated that a second default would result in automatic termination of the stay. Fannie Mae will reimburse for two fees.

1. The \$125 fee applies in every post-stipulation default situation and covers the law firm’s services in issuing a Notice of Default to the debtor and trustee advising that the debtor defaulted on Plan payments, offering the debtor any required opportunity to cure, and conducting negotiations with debtor’s counsel.
2. The \$250 fee applies if the debtor does not cure the default upon receipt of the Notice of Default. If the default is not cured, the servicer will file papers to notify the bankruptcy court of the default and the automatic termination of the stay. The fee published by Fannie Mae covers the legal services generally required in connection with an uncured post-stipulation default, including all communications with the servicer and trustee to obtain the necessary information and backup documentation, review of the trustee’s payment ledger, review of the servicer’s payment history records, drafting and filing the notice to the bankruptcy court, and obtaining any necessary court order.

These allowable fees cover each Notice of Default and uncured post-stipulation default, regardless of the number of debtors involved, or the number of Fannie Mae mortgage loans covered by the Notice. If separate Notices of Default are required for separate Fannie Mae mortgage loans, a full allowable fee is authorized for each Notice of Default.

Response to Motion to Determine Status

Chapter	Fee Type	Maximum Fee	Effective Date Services Rendered
13	Response to Motion to Determine Status	\$125 (agreed)/ \$625 (objection)	On or after 12/1/2025

Notes:

These fees include all legal services provided by the law firm in compliance with Bankruptcy Rule 3002.1 concerning responses to Motions to Determine Status. Upon receipt of a Motion to Determine Status from a debtor or trustee, the servicer must respond either agreeing or disagreeing with the facts set forth in the Motion. Fannie Mae will reimburse either of the following two fees per Motion:

- The \$125 fee is applicable when the servicer agrees with the facts set forth in the Motion to Determine Status, and the law firm files a concurrence. This fee includes all communication with the servicer about the Motion and preparing and filing a concurrence.
- The \$625 fee is applicable when the servicer disagrees with the facts set forth in the Motion to Determine Status, and the law firm files an objection. This fee includes all communication with the servicer about the Motion to Determine Status, review of the debtor's mortgage loan history, preparing a detailed response regarding the current status of the loan, and attending up to two hearings on the objection. Fees for additional proceedings (briefing, discovery, or hearings) must be submitted as excess fee requests. These fees are allowed for each Motion to Determine Status as to which a response is filed, regardless of the number of debtors involved in the case.

The fees are applicable to the first Motion to Determine Status in each bankruptcy case. Fees to respond to second and subsequent Motions to Determine Status must be submitted as excess fee requests.



Response to Trustee’s Notice of Disbursements Made

Chapter	Fee Type	Maximum Fee	Effective Date Services Rendered
13	Response to Trustee's Notice of Disbursements Made	\$125 (agreed)/ \$625 (objection)	On or after 12/1/2025

Notes:

These fees include all legal services provided by the law firm in compliance with Bankruptcy Rule 3002.1 concerning Trustee's Notices of Payments Made. Upon receipt of a notice from the trustee that the debtor has completed his or her Plan payments and the mortgage loan is fully current, the servicer must respond either agreeing or disagreeing that the claim is paid and the mortgage loan is current. Fannie Mae will reimburse for two fees:

- The \$125 fee is applicable when the servicer agrees with the Trustee's Notice of Payments Made and the law firm files a concurrence. This fee includes all communication with the servicer about the Notice of Payments Made and preparing and filing a concurrence.
- The \$625 fee is applicable when the servicer objects to the Trustee's Notice of Payments Made and the law firm files an objection. This fee includes all communication with the servicer about the Notice of Payments Made, review of the debtor's mortgage loan history, preparing a detailed response itemizing the unpaid charges, and attending up to two hearings on the objection. Fees for additional proceedings (briefing, discovery, or hearings) must be submitted as excess fee requests.

The fees are allowed for each Trustee's Notice of Payments Made as to which a response is filed, regardless of the number of debtors involved in the case.

Allowable Foreclosure Fees

Judicial and Non-Judicial

Refer to the [Allowable Foreclosure Fees Matrix](#).

Judicial Foreclosure Allowable Fee

Covers all services that are typically required to be performed by foreclosure counsel, including:

- Ordering title
- Reviewing title reports and exceptions
- Drafting Complaint, Summons, Lis Pendens, and other papers necessary to initiate the foreclosure action.
- Filing the foreclosure Complaint and Lis Pendens
- Executing all steps necessary to obtain service of process on all persons entitled to notice (including heirs or creditors of deceased borrowers), review of process server affidavits, obtaining court permission to serve by publication, and referral and tracking of published notices.
- Preparing legal papers for entry of foreclosure judgment, including routine motions for default or summary judgment, as well as consent judgments.
- Obtaining judgment of foreclosure, including one court appearance.
- Preparing all legal papers to conduct the foreclosure sale.
- Conducting, or arranging for sheriff or other third party to conduct, the foreclosure sale (includes attendance by foreclosure counsel at the foreclosure sale, when required).

List continued on next page



- Obtaining judicial confirmation of foreclosure sale, where required by local law.
- Preparing all legal papers necessary to convey legal title to Fannie Mae or a successful third-party bidder.
- Procuring assignments(s) of judgment or bid to prevent the charging of transfer taxes to Fannie Mae.

Note: This outline of services is general in order to apply to all judicial foreclosure states. To further clarify, the allowable fee for any specific state covers all steps necessary to complete a routine uncontested foreclosure, including the first court appearance associated with any routine step, as well as any required affidavits, certifications, notices, etc.

Notes:

Refer to the Fannie Mae Servicing Guide, Part E, Chapter 5, Sections E-5-02 through E-5-05 (regarding requesting reimbursement for expenses associated with default-related legal matters, the Allowable Foreclosure Attorney’s Fee Exhibit, or, if applicable, your Fannie Mae retention agreement. The above referenced sections also provide:

- (1) We will not reimburse a servicer for legal fees related to actions that are essentially servicing functions or for expenses that are properly allocated to the attorney's overhead expenses, including document preparation charges, travel time and expenses, secretarial and word-processing "time" charges, and fees for notary services.
- (2) The full attorney’s fee cannot be considered to be earned until all of the steps necessary to complete the foreclosure and vest title in Fannie Mae have been completed.
- (3) If an action is terminated before completion (e.g., due to completed loss mitigation, fees must be reasonably prorated to the work actually completed.

Fannie Mae will not reimburse the servicer for legal fees or costs incurred in connection with preparing or filing amended foreclosure complaints.

Consent judgments are included within the standard Fannie Mae allowable foreclosure fee. However, we remind servicers that in the event the law firm is required to expend additional efforts defending allegations of origination errors or servicing misconduct, the servicer is expected to pay the firm for its services, even if the result of the law firm’s work is an agreement consenting to the entry of a judgment of foreclosure.

Non-Judicial Foreclosure Allowable Fee

Covers all services that are typically required to be performed by foreclosure counsel, including:

- Ordering title.
- Reviewing title reports and exceptions.
- Preparing all necessary legal papers to initiate the non-judicial foreclosure process, including Substitution of Trustee, Notice of Default, and Notice of Sale.
- Recording the necessary documents in the appropriate county recorder's office.
- Executing all steps necessary to obtain service of process on all persons entitled to notice (**including heirs or creditors of deceased borrowers**), review of process server affidavits and referral and tracking of published notices.
- Publishing and posting the requisite notices as required by local foreclosure law.
- Preparing all legal papers to conduct the foreclosure sale.
- Conducting or arranging for the sheriff or other third party to conduct the foreclosure sale (includes attendance by foreclosure counsel at the foreclosure sale, when required).
- Preparing and filing a report of sale with the local court or recorder’s office, where required by local law.
- Preparing all legal papers necessary to convey legal title to Fannie Mae or a successful third-party bidder.

Note: The steps mentioned in this section are general in order to apply to all non-judicial foreclosures. To be more specific, the allowable fee for your state covers all steps necessary to complete an uncontested foreclosure, including (if any) relevant notices, affidavits, certifications, etc.

See notes on next page



Notes:

Refer to the Fannie Mae Servicing Guide, Part E, Chapter 5, Sections E-5-02 through E-5-05 (regarding requesting reimbursement for expenses associated with default-related legal matters, the Allowable Foreclosure Attorney’s Fee Exhibit, or, if applicable, your Fannie Mae retention agreement. The above referenced sections also provide:

- (1) We will not reimburse a servicer for legal fees related to actions that are essentially servicing functions or for expenses that are properly allocated to the attorney's overhead expenses, including document preparation charges, travel time and expenses, secretarial and word- processing "time" charges, and fees for notary services.
- (2) The full attorney’s fee cannot be considered to be earned until all of the steps necessary to complete the foreclosure and vest title in Fannie Mae have been completed.
- (3) If an action is terminated before completion (e.g., due to completed loss mitigation, fees must be reasonably prorated to the work actually completed.

Judicial Foreclosures are “On Approval” and will need to be submitted to our non-routine litigation department for approval prior to requesting an excess fees request. Please reference the Special Note re-Non-routine litigation in the Non-Standard section.

Mediation

Refer to the [Allowable Mediation Fees Matrix](#).

State	Fee Name	Notes
Missouri	Mediation Notice + Borrower opts in (St. Louis County only)	This was effective for loans in St. Louis County after the mediation ordinance went into effect on 09/28/2012.
	Mediation Notice + Certificate of Compliance (St. Louis County only)	*Temporary Restraining Order (TRO) in effect as of 01/18/2013 until further notice.
Various	<p style="text-align: center;">Mediation (1st and 2nd Session) Settlement Conference (1st, 2nd and 3rd) - NY only</p>	<p>The fee for each mediation session, conciliation, or settlement conference includes preparation, attendance at the session, and post- session follow-up activities. In the event a scheduled session is postponed or cancelled, or the mediation process is completed or otherwise terminated prior to the attorney attending a session, the fees must be pro-rated to reasonably relate to the work actually completed. If a scheduled session is postponed or cancelled due to attorney or servicer delay or error, Fannie Mae expects the attorney/ servicer to assume responsibility for those fees and Fannie Mae will not reimburse servicers for those fees.</p> <p>Fees for a 3rd+ session (4th + NY Only) require excess fee approval (see Standard Excess Fees and Costs).</p>



Miscellaneous Fees

State	Fee Name	Maximum Fee	Effective Date Services Rendered	
All	Deed in Lieu (Mortgage Release)	\$650 ¹	1/1/2025	
		\$500 ¹	2/9/2022	
		\$400 ¹	-	
	Fannie Mae automatically reimburses attorney's fees for a completed Deed in Lieu of Foreclosure. Fannie Mae does not reimburse fees for a Deed in Lieu which is not completed. The attorney fee for a completed DIL is an allowable fee and is not handled through the excess fee process (see Fannie Mae Servicing Guide, Part D, Subpart 2, Chapter 3, Sections D2-3.3-02 [Fannie Mae Mortgage Release] and D2-3.4-02 [Offering a Mortgage Release for a Second Lien Mortgage Loan]). Footnotes: ¹ Completed Deed in Lieu only			
	Motion to Dismiss Foreclosure / Notice of Withdrawal	\$75 ²	-	
		\$400 ³	1/1/2025	
		\$325 ³	9/1/2022	
	This fee covers the steps necessary when the plaintiff dismisses its foreclosure case without opposition, such as when the borrower completes a DIL, short sale, loan modification, reinstatement, or payoff. This fee includes the preparation and filing of any necessary motion to dismiss or notice of withdrawal with the court. Fannie Mae will reimburse the servicer if the attorney/firm has determined that the fee is legally non-recoverable from the borrower. Footnotes: ² Non-judicial foreclosures and judicial foreclosures pre-judgment ³ Judicial foreclosures pre-judgment when a hearing or combined Notice of Withdrawal and Motion to Return Original Collateral/Docs is required, or post-judgment (hearing included)			
	California	Post-Sale Bid Process	greater of \$200 or 1/6 of 1% of UPB ⁷	7/1/2023
			\$100 ⁴	1/1/2021
\$250 ⁵				
\$350 ⁶				
Fee includes reviewing Notices of Intent to Bid ("NIB") as well as any upset bids received for compliance with California's Senate Bill 1079. Firms should wait until the post-sale bid process is complete before invoicing for all services performed. Footnotes: ⁴ Review Notices of Intent to Bid ("NIB"), regardless of the number of notices received ⁵ Review one upset bid (includes all NIBs reviewed) ⁶ Review multiple upset bids (includes all NIBs reviewed) ⁷ Upon receipt of Notice of Intent by an eligible buyer, regardless of services performed				
Puerto Rico	Property Preservation Protective Order	\$700	5/1/2024	
Washington		\$1,500		
<ul style="list-style-type: none"> The firm must obtain a protective order for property preservation work to be performed for vacant and abandoned properties. This fee includes preparation and filing of a motion, affidavit, follow up on inspection reports and affidavit, attendance at one hearing, and any other necessary steps. Firm should pro-rate the fee if not all services are completed. 				



Pro Rata Fees and Milestone Invoicing

Foreclosure Milestone Invoicing

To simplify servicer’s operational requirements related to milestone billing, Fannie Mae has established a single standard non-judicial and a single standard judicial foreclosure milestone invoicing schedule effective for all invoices law firms submit to servicers on or after June 1, 2020. The updated milestone invoicing schedule shown below will ensure servicers compensate law firms according to the last milestone completed, and servicers need not compensate law firms for prorated attorney fees between milestones. Servicers must work with law firms as needed to apply the appropriate milestone invoicing schedule to the applicable jurisdiction’s process in a way that best aligns local practices to the milestones when the jurisdiction’s process or terminology do not exactly match the milestone schedule. (See Fannie Mae Servicing Guide, Part E-5-05: Reimbursing Law Firms/Reimbursement of Uncollected Fees, Costs or Advances).

Judicial Foreclosure Milestone	Percentage of Allowable Foreclosure Fee
Title requested	30%
Title reviewed	40%
Complaint filed	50%
Service started	60%
Service completed	70%
Affidavit/judgment prepared	80%
Judgment to court	90%
Bid reviewed/confirmed	95%
Foreclosure sale held/documents recorded	100%

Non-Judicial Foreclosure Milestone	Percentage of Allowable Foreclosure Fee
Title requested	30%
Title reviewed	65%
Notices started	75%
First legal	85%
Foreclosure sale package	95%
Foreclosure sale held/documents recorded	100%

Charging Fees and Costs to the Borrower

Separate from the matter of Law Firm compensation for legal services and reimbursement of costs incurred, a borrower may be charged only those fees and costs that are permitted under the terms of the note, security instrument, and applicable law.



Standard Excess Fees and Costs

Overview

The Standard Excess Fees, if necessary to protect the interest of Fannie Mae or the servicer, should be submitted to Fannie Mae if not ineligible for reimbursement by Fannie Mae (see Summary of Excess Fees and Costs Process) for instructions on identifying ineligible fees. Standard Excess Fees are commonly occurring in your state and are fees for which we have identified a maximum price point. Please be sure to submit these requests only when you know the fees have been incurred or you are certain they will be incurred soon. Do not request fees in advance “just in case” (*i.e.*, not speculative fees). A primary Fannie Mae goal in establishing Standard Excess Fees for your jurisdiction is to provide process efficiency for the servicer, Fannie Mae, and your office. From time to time, we will review the different types of fees requested in your jurisdiction and expand the number of Standard Excess Fees or otherwise update the fees, if necessary, to ensure this goal is met. All updates will be shared via the Fannie Mae Selling + Servicing News.

Costs

Overview

The Standard Excess Costs, if necessary to protect the interest of Fannie Mae or the servicer, may be eligible for reimbursement by Fannie Mae. Please first review Ineligible Excess Fees and Costs section to determine whether a cost is eligible or ineligible for reimbursement by Fannie Mae. If you believe a cost is eligible for reimbursement, you must submit it to Fannie Mae for approval (see Summary of Excess Fees and Costs Process). If the cost is ineligible for reimbursement, no excess cost request should be submitted to Fannie Mae. Instead, the cost should be directed to the servicer with appropriate explanation.

Publication

Cost Category	Excess Cost Name	Description	Maximum Cost
Foreclosure	Sale Publication Expense Type: Publication of Sale	Firm must publish all required documents necessary to schedule a 2 nd or subsequent sale date during the life of the default.	Not Specified (Estimated or Actual Cost incurred) (Cost incurred on or after 01/01/2018)

Notes:

In the event a foreclosure sale is rescheduled, or the foreclosure is restarted and there is a subsequent sale date scheduled during the life of the default, Fannie Mae approval is required for additional publication costs associated with each new sale date.

The excess cost request should include the required dates and reason for the excess publication cost (e.g., loss mitigation, bankruptcy, other, etc.). If the specific cost is not known at the time of the excess cost request, the firm must submit for excess cost approval using an estimated amount. Fannie Mae will review and approve excess publication costs based on occurrence, not a specified dollar amount.



Title

Reference the [Excess Title Search Costs Matrix](#).

Cost Category	Excess Cost Name	Description
Foreclosure	Title Update	Firm must update title, which is not included in the allowable title cost

Notes:

This cost covers an additional title update that is not already included in the allowable title cost*.

The firm is required to provide the date(s) and reason(s) for the current request and all prior title updates.

*For referrals prior to 09/01/2018 the allowable title search cost includes all routine title updates.

*For referrals on or after 09/01/2018 the allowable title search cost includes the first 3 updates

Fees

Additional Pleading

Note:

- Expense Type: Additional Pleading
- Expense Subtype: Applicable Fee Name unless otherwise noted
- \$400 for services rendered on or after 1/1/2025
- \$325 for services rendered prior to 1/1/2025; \$400 NJ only

All States

State	Fee Name	Maximum Fee
All	Additional Pleadings, Motions, Responses, Replies, Amended pleadings, etc. Expense Subtype: Necessary Additional Items	\$50 ¹ /\$400 ² ¹ For non-routine notices, suggestions, certificates, and affidavits ² For additional pleadings, motions, responses, replies, etc.
	Notes: Firm prepares and files any other additional pleadings, motions, or similar documents required in the case, which are not included in the applicable allowable fee or already included in another excess fee request. Sufficient explanation will need to accompany any request for fees above this amount. Attorneys must first review these fees to determine if they fall within the Ineligible Excess Fees and Costs section of the AAA matrix. If so, excess fee requests should not be submitted to Fannie Mae and should instead be directed to the servicer. If the attorney believes the fee is eligible for reimbursement by Fannie Mae, the attorney may submit this type of fee request, along with (1) an explanation of what document is being prepared, (2) the reason for it; and (3) a brief summary of the allegations/ claims being raised or resolved (or attorney may alternatively attach supporting documentation).	
	Appoint Guardian ad Litem or Special Administrator/Representative	\$400 ³ ³ New York: \$450
Notes: Appointment of a Guardian ad Litem, Special Administrator, Personal Representative, or Service by Publication (NY only) to facilitate foreclosure case progression. This fee covers the steps necessary for: <ul style="list-style-type: none"> • Counsel to obtain appointment of the representative. If request includes a hearing, the hearing date must be provided. <i>List continued on next page</i>		



	<ul style="list-style-type: none"> LA only: This fee covers the appointment of a Curator to complete service. NY only: Counsel to complete service when the borrower is deceased or unable to locate, whether counsel chooses to complete service by publication or seek the appointment of a representative. Once appointed the representative's own fees are considered costs and would not require our excess fee approval. If additional parties must be served by publication, the costs of actually serving additional parties or of publishing a notice would be reimbursable as costs, as long as such expenses are actual, reasonable and necessary. 				
	<table border="1"> <tr> <td style="text-align: center;">Motion to Disburse Funds</td> <td style="text-align: right;">\$400</td> </tr> <tr> <td>Expense Subtype: Motion to Disburse Surplus Proceeds</td> <td></td> </tr> </table>	Motion to Disburse Funds	\$400	Expense Subtype: Motion to Disburse Surplus Proceeds	
Motion to Disburse Funds	\$400				
Expense Subtype: Motion to Disburse Surplus Proceeds					
	Notes: Firm prepares and files a Motion to Disburse Sale proceeds with the court.				
	<table border="1"> <tr> <td style="text-align: center;">Protective Answer without Foreclosure</td> <td style="text-align: right;">\$400</td> </tr> <tr> <td>Expense Subtype: Necessary Additional Items</td> <td></td> </tr> </table>	Protective Answer without Foreclosure	\$400	Expense Subtype: Necessary Additional Items	
Protective Answer without Foreclosure	\$400				
Expense Subtype: Necessary Additional Items					
	Notes: Firm must file a Protective Answer when there is an existing foreclosure action or probate action and our loan is not in default. If a Protective Answer is required as part of a foreclosure referral (due to the loan being in default), this is considered included in the foreclosure allowable fee.				
Judicial	<table border="1"> <tr> <td style="text-align: center;">Discovery Responses</td> <td style="text-align: right;">\$400⁴⁴\$400 for first discovery request, \$1,200 for total discovery requests.</td> </tr> </table>	Discovery Responses	\$400 ⁴⁴ \$400 for first discovery request, \$1,200 for total discovery requests.		
	Discovery Responses	\$400 ⁴⁴ \$400 for first discovery request, \$1,200 for total discovery requests.			
	Notes: <ul style="list-style-type: none"> Firm must respond to basic borrower discovery request(s) that is not related to specific allegations of error in servicing or origination of loan. If defendant's answer/ pleadings (to which the discovery relates) raise factual allegations of error in origination or servicing of the loan, the fees are ineligible for reimbursement and should not be submitted to Fannie Mae (see Ineligible Excess Fees and Costs). Firm must attach the defendant's related pleadings to any request it submits. 				
	<table border="1"> <tr> <td style="text-align: center;">Notice of Bankruptcy</td> <td style="text-align: right;">\$50</td> </tr> </table>	Notice of Bankruptcy	\$50		
	Notice of Bankruptcy	\$50			
	Notes: Firm prepares and files a notice/ suggestion of bankruptcy with court.				
<table border="1"> <tr> <td style="text-align: center;">Notice of Deceased Borrower</td> <td style="text-align: right;">\$50</td> </tr> </table>	Notice of Deceased Borrower	\$50			
Notice of Deceased Borrower	\$50				
Notes: Firm prepares and files a notice/ suggestion of deceased borrower with the court.					
Judicial States with Mediation	<table border="1"> <tr> <td style="text-align: center;">Motion to Terminate Mediation</td> <td style="text-align: right;">\$400</td> </tr> </table>	Motion to Terminate Mediation	\$400		
	Motion to Terminate Mediation	\$400			
Notes: Firm prepares and files a motion to discontinue/ terminate mediation with the court.					
Connecticut	<table border="1"> <tr> <td style="text-align: center;">Motion to Vacate Judgement</td> <td style="text-align: right;">\$600</td> </tr> </table>	Motion to Vacate Judgement	\$600		
	Motion to Vacate Judgement	\$600			
	Notes: <ul style="list-style-type: none"> Judgment is vacated in order to pursue loss mitigation. The attorney fee expense includes the expense for preparing the Motion to Vacate Judgment and the required hearing appearance. 				
	<table border="1"> <tr> <td style="text-align: center;">Motion to Re-enter Judgement</td> <td style="text-align: right;">\$600</td> </tr> </table>	Motion to Re-enter Judgement	\$600		
Motion to Re-enter Judgement	\$600				
<ul style="list-style-type: none"> Judgment is re- entered after failed loss mitigation or bankruptcy interruption. The attorney fee includes the expense for preparing the motion to re- enter judgment and the required hearing appearance. Failed loss mitigation includes broken repayment plan, incomplete modification, or similar loss mitigation negotiations. 					



Florida	Affidavit of Additional Costs/Surplus Proceeds	\$50
	Notes: Firm prepares and files an affidavit of additional costs/ surplus proceeds.	
	Response to Defendant's Motion for Extension of Time	\$400
	Notes: Fee includes steps necessary to review and file a response to defendant's motion for extension of time. Firm is required to attach defendant's motion for review.	
	Trial Prep (uncontested trial)	\$500
Notes: <ul style="list-style-type: none"> • Trial prep completed; however, trial cancelled as summary judgment was obtained or trial was continued for an eligible reason (e.g. loss mitigation, bankruptcy). • Firm is required to provide sufficient explanation for trial cancellation/ continuance. • Fannie Mae will not reimburse if the trial is cancelled due to firm or servicer error. (e.g. witness fails to appear). 		
Hawaii	Motion to Appoint Receiver to Collect and Account for Rent Expense Subtype: Necessary Additional Items	\$400
	Notes: When property is not owner occupied but yields major rental income that should be intercepted and held by Court appointed receiver who is also routinely appointed as Commissioner.	
	Motion to Confirm Private Sale Expense Subtype: Necessary Additional Items	\$400
	Notes: Motion may be used with a short sale that lender wants to accept or a private sale.	
	Motion for Permission to Sell Property without Open House Expense Subtype: Necessary Additional Items	\$800
Notes: <ul style="list-style-type: none"> • The Decree of Foreclosure requires two open houses. • The motion is required when the mortgagor refuses to allow an open house. • The motion requires coordination with the court appointed commissioner to get his declaration or letter setting forth the reasons for amending the Court order and filing and service of the motion. • Fee includes one court appearance. 		
Illinois	Foreclosure by Consent	\$500
	Notes: <ul style="list-style-type: none"> • Attorney negotiates with borrower/ borrower's counsel for, and successfully obtains, a judgment of foreclosure by consent pursuant to section 1402 of the Illinois Mortgage Foreclosure Law (735 ILCS 5/151402), which allows title to pass to the senior lienholder via judgment and avoids a traditional sale. • The fee covers the steps necessary to negotiate and obtain a judgment of foreclosure by consent via the process available under section 1402 of the Illinois Mortgage Foreclosure Law (735 ILCS 5/151402, including negotiating with borrower for consent to foreclosure judgment and surrender of the property, negotiating any waiver of deficiency or cash incentive paid to borrower, as well as preparing and filing all necessary documents such as the stipulation, joint motion for consent judgment, mortgagor's consent, and the court order. • The fee applies only for completed consent judgments. Your request should include sufficient documentation or explanation to allow Fannie Mae to confirm the resolution was in fact reached. • The fee applies regardless of whether the contested matter that is being resolved involves allegations of error related to origination or servicing of the loan. • Consent judgments that are not obtained pursuant to this statutory process and which involve a traditional sale are generally considered part of the allowable fee (see Allowable Fees). 	



	Shortening Redemption Period Pre-Sale for Vacancy	\$400
	Notes: <ul style="list-style-type: none"> Property is vacant and redemption can be shortened to 30 days. This attorney fee is for shortening the redemption period upon verification of vacancy and securing of the property by the Servicer. The fee applies to work referred by and billed to the servicer as part of the foreclosure process. On the other hand, if the redemption shortening is for a matter referred to your office by Fannie Mae REAM (REO), the attorney fees associated with shortening redemption must be handled separately through Fannie Mae REAM procedures (for questions, contact your Fannie Mae REAM asset recovery analyst). 	
Maine	Defendant's Deposition	\$500
	Notes: <ul style="list-style-type: none"> Fee for proactively engaging in plaintiff's discovery to expedite the foreclosure process. Fee for preparing for and taking a deposition up to two hours in duration. 	
	Request for Admission	\$150
	Notes: <ul style="list-style-type: none"> Fee for proactively engaging in plaintiff's discovery to expedite the foreclosure process. Fee for issuing written discovery (requests for admissions) and reviewing the responsive documents. 	
Maryland	File the Line Expense Subtype: Motion to Provide Status & Waive Court Appearance	\$400
	Notes: Firm prepares and files a line explaining the status of the case and asking the court to waive appearance at the hearing.	
Massachusetts	Stipulation/Settlement Agreement Expense Subtype: Necessary Additional Items	\$350
	Notes: Fee to prepare a settlement agreement consenting to foreclosure judgment. This fee is added to a pro-rated standard foreclosure fee since no MSJ or MDJ is prepared. *Firm must advise that no specific origination or servicing defenses/claims are raised (see Ineligible Excess Fees and Costs).	
Michigan	Shortening Redemption Period Pre-Sale for Vacancy	\$150
Minnesota		\$500
Notes: <ul style="list-style-type: none"> Property is vacant and redemption can be shortened to 30 days. This attorney fee is for shortening the redemption period upon verification of vacancy and securing of the property by the Servicer. The fee applies to work referred by and billed to the servicer as part of the foreclosure process. On the other hand, if the redemption shortening is for a matter referred to your office by Fannie Mae REAM (REO), the attorney fees associated with shortening redemption must be handled separately through Fannie Mae REAM procedures (for questions, contact your Fannie Mae REAM asset recovery analyst). 		
New Jersey	Conversion to Expedited Process	\$575
	Notes: <ul style="list-style-type: none"> An existing foreclosure action is converted to the summary (expedited) process for vacant and abandoned properties. The fee is available in addition to the foreclosure allowable fee and covers all necessary steps to convert the action to the expedited process, including preparing, reviewing, and filing certifications for the plaintiff, counsel and the home inspector that support a request for an expedited foreclosure; arranging an expedited preparation of judgment; and preparing, filing, and serving the Motion and corresponding Order to Show Cause upon necessary parties. 	



	New Action via Expedited Process	\$825
	Notes: <ul style="list-style-type: none"> Counsel initiates a new foreclosure action using the summary (expedited) process for vacant and abandoned properties. The fee is available in addition to the foreclosure allowable fee and covers all additional necessary steps to initiate the expedited action, including obtaining the required verifications from the plaintiff and the home inspector; preparing and filing a new Verified Complaint; and conducting a CODI review of the complaint. 	
	Re-Conversion back to Traditional Foreclosure	\$250
	Notes: <ul style="list-style-type: none"> Counsel must convert an expedited foreclosure back to a traditional foreclosure action (or otherwise repeat certain steps if a request for expedited process is unsuccessful). Applies in the event that an expedited case becomes contested or the Court denies the Motion/Order to Show Cause to allow the expedited foreclosure action. The fee covers counsel's work in preparing and filing a final judgment package, conducting a CODI review in support of the request to enter a standard foreclosure judgment, reviewing the package and preparing and filing the appropriate certifications of service. In the event the motion for the expedited process is granted, this fee will not be incurred. 	
	Motion to Correct Defendant's Name	\$400
	Notes: Firm prepares and files a motion to correct defendant's name in the court's system.	
New York	Affirmation in Response (Reply Affirmation) Expense Subtype: Necessary Additional Items	\$400
	Notes: <ul style="list-style-type: none"> Firm must respond to borrower's opposition to Motion for Summary Judgment (or other motion or opposition). Responses to pleadings/motions that raise allegations of error in origination/servicing of the loan should not be submitted to Fannie Mae for fee approval. Please refer to the "Servicer Error" guidelines under Ineligible Fees (see Ineligible Fees and Costs). Once the firm has reviewed the allegations and defenses raised in the borrower's opposition/motion and has determined that it does not contain servicer allegations, its fee request should provide: (1) the reason for the Affirmation in Response (or Reply Affirmation); (2) a brief description of each allegation/defense raised in the borrower's opposition/motion; (3) a statement that the disputed issues do not relate to alleged errors in origination/servicing of the loan; and (4) [if fees requested for appearance too] the appearance date. 	
	Motion to Appoint Substitute Referee	\$400
	Notes: <ul style="list-style-type: none"> Referee is unable to serve due to retirement, vacation, death, conflict, or another valid reason. A Standard Excess Fee request is appropriate for a motion to appoint a substitute referee as long as the reason is not due to the fault of the servicer or attorney. 	
North Carolina	Upset Bid	\$75
	Notes: <ul style="list-style-type: none"> Upset bid is filed during the allotted 10 days following a foreclosure sale / prior upset bid. This fee includes system updates, sending notice to the prior bidder, returning any deposit, sending bid deposit release letters, performing upset bid checks, and any other steps necessary following an upset bid. 	
Ohio	Motion to Authorize Private Selling Officer	\$400
	Notes: Firm prepares and files a motion to authorize a private selling officer, when necessary.	



	Motion for Leave to File a Late Answer and Cross-Claim Expense Subtype: Necessary Additional Items	\$400
	Notes: This fee is for the preparation of a Motion/Entry for Leave to File a Late Answer and Cross-claim as the court will have to grant permission for leave to file our answer and Cross-claim due to the existing pending foreclosure action.	
Pennsylvania	Motion to Reassess Damages Expense Subtype: Motion to Modify Judgment	\$400
	Notes: <ul style="list-style-type: none"> This fee covers the steps necessary for counsel to file the motion and attend the hearing (if necessary). If request includes, attorney must provide hearing date. Firm should review the circumstances around the property and opt not to pursue these motions when they meet designated criteria. *Note – motion to reassess damages is included in foreclosure allowable fee for referrals prior to 06/01/2012. 	
	Response to Order to Show Cause Expense Subtype: Necessary Additional Items	\$400
	Notes: <ul style="list-style-type: none"> Borrower (or other party) seeks, and court grants, an Order to Show Cause. Responses to contested matters that raise allegations of error in origination/servicing of the loan should not be submitted to Fannie Mae for fee approval (see Ineligible Fees and Costs). The attorney should first review the grounds on which the borrower sought, and the court issued, the OTSC. If the firm determines that they do not relate to allegations of error in origination or servicing of the loan, it may submit a Standard excess fee request which should provide: (1) the reason for the OTSC; (2) a brief description of the grounds for the OTSC (factual claims/defenses/allegations); (3) a statement that those grounds do not relate to alleged errors in origination/servicing of the loan; and (4) the appearance date (if applicable). 	
Wisconsin	Petition to Reopen Case	\$400
	Notes: <ul style="list-style-type: none"> Case dismissed by court and needs to be refilled/reopened. The original referral date, hold/commencement date, the date the court dismissed and the date the servicer notified you to proceed will need to be provided in order for us to process. If the reason that the loan went on hold was due to a BK being filed, you will need to provide the date the BK was lifted/ended along with the proceed date. 	

Bankruptcy

Note:

- Expense Type: BK Attorney Fees
- Expense Subtype: Applicable Fee Name unless otherwise noted.

Chapter	Fee Name	Maximum Fee
All	Additional Pleadings, Motions, Responses, Replies, Amended Pleadings, etc. Expense Subtype: All Other BK Fees	\$400
	Notes: <ul style="list-style-type: none"> Firm prepares and files any other additional pleadings, motions, or similar documents required in the case, which are not included in the applicable allowable fee or already included in another excess fee request. Sufficient explanation will need to accompany any request for fees above this amount. <i>Notes continued on next page</i>	



		<ul style="list-style-type: none"> Attorneys must first review these fees to determine if they fall within the Ineligible Excess Fees and Costs section of the AAA matrix. If so, excess fee requests should not be submitted to Fannie Mae and should instead be directed to the servicer. If the attorney believes the fee is eligible for reimbursement by Fannie Mae, the attorney may submit this type of fee request, along with (1) an explanation of what document is being prepared, (2) the reason for it; and (3) a brief summary of the allegations/claims being raised or resolved (or attorney may alternatively attach supporting documentation). 	
		Additional Court Appearance/Hearing Expense Subtype: All Other BK Fees	\$400
Notes: This fee covers an additional hearing/court appearance that is not already included in an allowable fee or is not part of another excess fee request. The fee request should provide the date of the appearance and a clear description of the reason for the appearance. Sufficient explanation will need to accompany any request for fees above the standard amount. Firm should pro-rate the fee if not all services are completed (e.g., hearing continued prior to appearance and only minimal prep work completed).			
		Motion to Terminate Loss Mitigation Expense Subtype: All Other BK Fees	\$400
Notes: Firm prepares and files a motion to discontinue/terminate loss mitigation with the court.			
		Bankruptcy Loss Mitigation Program (Mediation 3rd+ Session) Chapter 11 & 12 Expense Subtype: All Other BK Fees Chapter 13 Expense Subtype: BK Mediation - 3rd+ session	\$475
Notes: *1st and 2nd bankruptcy mediation sessions with services rendered on or after 11/01/2013 are allowable fees and do not require excess fee approval (see Allowable Fees). Note: The fee structure for services rendered on or after 11/01/2013 applies to all chapters, even though a specific expense subtype is only established for Chapters 7 and 13. If or when applicable, requests for other chapters would fall under a more general "All Other BK Fees" expense subtype.			
		Response to Motion to Sell	\$400
Notes: Fee includes review of Motion to Sell and preparing and filing a response. If hearing attendance is required, additional fee approval may be requested. Firm is required to provide hearing date as applicable.			
7, 13	2nd MFR – same case/ same loan	Chapter 7	\$1,225 ^{1,2}
		Notes: A 2nd Motion for Relief is needed in the same Chapter 7 or Chapter 13 case for the same Fannie Mae loan number.	



		Chapter 13	\$1,350 ^{1,2} ¹ Services rendered on or after 01/01/2025 ² For services rendered prior to 01/01/2025: (Chapter 7 \$950; Chapter 13 \$1,050).
		Notes: Fee includes those services covered by the standard allowable fee (see Allowable Fees), including attendance at up to two hearings and preparation of stipulation/order.	
11, 12, 13	3rd+ Amended Plan Review		\$200
	Notes: Fee includes review of a third or greater amended plan.		
13	3rd+ Hearing on Motion for Relief		\$400
	Notes: Fee includes preparation, attendance, and follow-up of a third or greater Motion for Relief hearing. Firm is required to provide prior hearing date(s) and outcome(s).		
	3rd+ Hearing on Objection to Plan		\$400
	Notes: Fee includes preparation, attendance, and follow-up of a third or greater plan confirmation hearing. Firm is required to provide prior hearing date(s) and outcome(s).		
	Motion to Approve Loss Mitigation / Loan Modification During Bankruptcy		\$400
	Notes: A standard excess fee request is required for a motion to approve a loan modification when court approval is required while the loan is in bankruptcy. The fee request must specify the reason why the Motion is necessary. If the loan mod is required due to servicing allegations or any other servicer errors, then the fee should not be submitted to Fannie Mae and should instead be directed to the servicer. Note: This fee amount applies to all chapters, even though a specific expense subtype is only established for Chapter 13. If or when applicable, requests for other chapters would fall under a more general "All Other BK Fees" expense subtype.		
	Response to Motion to Determine Status		\$125 (agreed) / \$625 (objection)
Notes: These fees include all legal services in compliance with Bankruptcy Rule 3002.1 concerning responses to 2nd Motions to Determine Status received. <ul style="list-style-type: none"> The \$125 fee is applicable when the servicer agrees with the facts set forth in the Motion and the law firm files a concurrence. This fee includes all communication with the servicer and preparing and filing the concurrence. The \$625 fee is applicable when the servicer disagrees with the facts set forth in the Motion and the law firm files an objection. This fee includes all communication with the servicer, loan history review, preparing a detailed response and attending up to two hearings on the objection. This fee is applicable only to 2nd + Motions to Determine Status in each bankruptcy case. The law firm must indicate if this is a 2nd+ response in the fee request. Effective Date on or after 12/1/2025.			



	Texas Only: Response to Mid-Case Expense Subtype: All Other BK Fees	\$50 (agrees) \$500 (disagrees) ³ ³ Includes filing a response for basis of disagreement
Notes: A Standard Excess Fee request is required for a Response to a Notice to Deem Mortgage Current or Notice of Amount Deemed Necessary to Cure during a mid-case Chapter 13 bankruptcy filed on or after 12/01/2011 for the Northern District of Texas.		

Complete Restart of Foreclosure Action

Refer to the [Excess Foreclosure Restart Fees Matrix](#).

Fee Name	Notes
Complete Restart of a Foreclosure Action	<p>New referral and/or prior foreclosure cancelled and restarted due to bankruptcy, broken repayment plan, incomplete loss mitigation efforts, or other reason due to no fault of the servicer and/or the attorney.</p> <p>The amount of the fee request for a restart is equal to the exact amount of the prorated fee for the <i>prior</i> interrupted foreclosure* – e.g., if a 1st foreclosure was interrupted due to bankruptcy, and you incurred a prorated fee of \$800 (out of a \$1000 allowable fee), then your request should be for \$800 when you begin the 2nd action. You would then be entitled to your full allowable fee of \$1000 going forward for the 2nd action. *Fees for the prior action must be prorated appropriately. The full fee is not earned until all steps necessary to complete the foreclosure and vest title in Fannie Mae, including if applicable any post-sale confirmation or ratification proceedings, are completed (see Fannie Mae Servicing Guide, Part E, Chapter 5, Sections E-5-02 through E-5-05 [regarding requesting reimbursement for expenses associated with default-related legal matters]).</p> <p>Exception: Prior foreclosure canceled due to a completed loan modification or a completed HSA.</p> <p>Exception: Prior foreclosure canceled due to successful reinstatement.</p> <p>See Ineligible Excess Fees and Costs</p> <p>The allowable fee applies for the life of the default and covers services necessary to complete a routine foreclosure action in the jurisdiction. In the event that a default is cured, such as by a completed loan modification or reinstatement, and the loan subsequently becomes delinquent again, a new allowable foreclosure fee applies without the need for excess fee approval when the servicer must initiate new foreclosure proceedings. (Fannie Mae Servicing Guide E-5-04)</p>



Deceased Borrower

Note: Expense Type: Deceased Borrower/Probate

State	Fee Name	Maximum Fee
Pennsylvania	Inheritance Tax	\$450
<p>Notes:</p> <p>In the event of a deceased borrower without a probate or inheritance tax return filed, the firm must complete additional steps to determine whether any inheritance taxes are due and owing.</p> <p>In the event of a deceased borrower without a probate or inheritance tax return filed, the firm must complete additional steps to determine whether any inheritance taxes are due and owing.</p> <p>This fee includes identifying heirs, preparing and filing an affidavit of death with the county Register of Wills, submitting documentation to the Department of Revenue (DOR) to determine if any inheritance taxes are due, relaying the Department's decision to the servicer and providing guidance to the servicer as may be reasonably requested.</p>		
Texas	Creditor's Administration	\$2,450
	<p>Notes:</p> <ul style="list-style-type: none"> Creditor's Administration to obtain Court authorization for the sale of the property. The services include Application for Letters, Processing Authenticated Claim and Processing Application to Foreclose Processing. Paid at a flat fee which includes service by publication and/or attorney ad litem appointment when applicable. 	
	Declaratory Judgment Lawsuit	\$3,800 ²
		² Services rendered on or after 01/01/2025
		Notes: Declaratory Judgment Lawsuit for rescission of the vendor's lien or statutory probate lien due to a deceased borrower.
	Dependent Administration	\$2,500 ¹
		¹ Services rendered prior to 01/01/2025
	<p>Notes: Fee includes service by publication and/or attorney ad litem appointment when applicable.</p>	
Dependent Administration	\$600	
<p>Notes:</p> <ul style="list-style-type: none"> Dependent Administration to obtain court approval for a Non Judicial foreclosure. This action includes seeking court approval of secured claim and obtaining order allowing a Non Judicial foreclosure. It is not necessary to request additional fees for reviewing file, identifying heirs for service, obtaining payoff figures, etc. as these steps are part of the foreclosure allowable fee. 		
Preliminary Underwriter Approval	\$225	
<p>Notes: Underwriter Approval Letter in order to resolve the deceased borrower issue. Filed when there is little or no equity in the property.</p>		



Hearing

Note:

- Expense Type: Additional Hearing (Not Mediation)
- Expense Subtype: Applicable Fee Name unless otherwise noted
- \$400 for services rendered on or after 1/1/2025

State	Fee Name	Maximum Fee
All	Additional Court Appearance/Hearing Expense Subtype: Required Hearing Attendance	\$400

Notes: Firm must attend an additional hearing, which is not included in the applicable allowable fee or another excess fee request.

This fee covers an additional hearing/court appearance that is not already included in an allowable fee or is not part of another excess fee request. The fee request should provide the date of the appearance and a clear description of the reason for the appearance. Sufficient explanation will need to accompany any request for fees above the standard amount. Firm should pro-rate the fee if not all services are completed (e.g., hearing continued prior to appearance and only minimal prep work completed).

***However, appearances for resolving allegations of error in origination or servicing of the loan should not be submitted to Fannie Mae for fee approval (see [Ineligible Fees and Costs](#)).

Florida Illinois Maryland New York Ohio Pennsylvania	Case Management/Status Conferences	\$400
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Notes: Fee includes preparation, attendance, and follow-up activities. Law firm is required to provide the status of the foreclosure case including delay(s) in excess fee request comments.

- Illinois - Fee includes all preparation such as, reviewing file, completing case management form, order and attending hearing.
- Maryland & Ohio - Firm attends Status Hearing if appearance is not waived by the court as quickly as six months after foreclosure is docketed to explain to the court why case should not be dismissed.

Florida	Hearing on Defendant's Motion	\$400
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Notes: Fee includes review of defendant's motion and hearing attendance. Firm is required to attach defendant's motion.

North Carolina	Motion & Order for Continuance of Hearing	\$400
	Notes: Motion is required to be attached to the excess fee request in addition to whether the clerk required the firm to file a motion and obtain an order continuing the hearing and provide the reason for the continuance.	
	Hearing Continuance and Amended Notice of Hearing	\$100 ¹ / \$350 ² ¹ Hearing continuance ² Hearing continuance and amended notice of hearing
	Notes: Required appearance due to continued matter and amended notice of hearing (if required). This fee is intended to cover the firm's attendance at the subsequent hearing following a continuance of the hearing for obtaining the order of sale and for the amended notice of hearing (if required). Sufficient explanation is required for all amended notice of hearing requests providing the reason necessary. If the reason for the continuance falls within the Ineligible Excess Fees and Costs section of the AAA Matrix, an excess fee request should not be submitted.	



Mediation

Refer to the [Excess Mediation Fees Matrix](#).

State	Fee Name	Notes
Hawaii	Mediation	<p>Mediation process usually includes the attendance at one mediation and may include pre or post conference(s) or both.</p> <p>This fee includes one mediation session and up to three conferences where the initial session is held on or after 03/15/2016. The mediation includes preparation, attendance at the session, and post-session follow-up activities. In the event a scheduled session is postponed or cancelled, or the mediation process is completed or otherwise terminated prior to the attorney attending a session, the fees must be pro-rated to reasonably relate to the work actually completed. If a scheduled session is postponed or cancelled due to attorney or servicer delay or error, Fannie Mae expects the attorney/servicer to assume responsibility for those fees and Fannie Mae will not reimburse servicers for those fees.</p>
Minnesota	Farmer-Lender Mediation Notice	<p>If land is classified as agricultural use, notice must be sent to borrower advising of right to Farmer-Lender Mediation.</p> <p>Counsel must prepare for and attend scheduled mediation session.</p> <p>Fee covers preparation of notice, service upon necessary parties (including Farmer-Lender Mediation Board, and any follow-up on notice.</p> <p>The fee for each mediation session includes preparation, attendance at the session, and post-session follow-up activities. In the event a scheduled session is postponed or cancelled, or the mediation process is completed or otherwise terminated prior to the attorney attending a session, the fees must be prorated to reasonably relate to the work actually completed.</p>
New York	4th + Settlement Conference	<p>Court ordered/scheduled settlement conference</p> <p>The fee for each mediation session, conciliation, or settlement conference includes preparation, attendance at the session, and post-session follow-up activities. In the event a scheduled session is postponed or cancelled, or the mediation process is completed or otherwise terminated prior to the attorney attending a session, the fees must be pro-rated to reasonably relate to the work actually completed. If a scheduled session is postponed or cancelled due to attorney or servicer delay or error, Fannie Mae expects the attorney/servicer to assume responsibility for those fees and Fannie Mae will not reimburse servicers for those fees.</p> <p>Fees for rescheduled mediation sessions resulting from the following are the servicer's responsibility (Refer to the Ineligible Fees and Costs section): (1) servicer failure to review complete borrower documentation packages within 30 days of receipt, (2) servicer failure to provide required documentation, or (3) any other servicer error, delay, or other failure or alleged failure to fulfill its servicing obligations.</p> <p>For additional settlement conference, the request must provide the current and previous settlement conference dates and a brief description of the prior settlement conference's outcome.</p>
Puerto Rico	Mediation Conference	<p>The mediation fee includes preparation, attendance at the session, and post-session follow-up activities.</p> <p>Fannie Mae will reimburse only when attendance is required by plaintiff's attorney. Law firm is required to confirm counsel's attendance is obligatory in excess fee request comments.</p>



<p style="text-align: center;">Various</p>	<p style="text-align: center;">Mediation 3rd + /Settlement Conference</p>	<p>Counsel must prepare for and attend court ordered/scheduled mediation session.</p> <p>The fee for each mediation session, conciliation, or settlement conference includes preparation, attendance at the session, and post-session follow-up activities. In the event a scheduled session is postponed or cancelled, or the mediation process is completed or otherwise terminated prior to the attorney attending a session, the fees must be prorated to reasonably relate to the work actually completed. If a scheduled session is postponed or cancelled due to attorney or servicer delay or error, Fannie Mae expects the attorney/servicer to assume responsibility for those fees and Fannie Mae will not reimburse servicers for those fees. For additional mediation session, the request must provide the current and previous session date and a brief description of the prior session's outcome.</p> <p>Fees for a 3rd+ session require excess fee approval.</p>
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Reschedule/Postponement

Refer to the [Excess Reschedule Sale Fees Matrix](#).

State	Fee Name	Notes
<p style="text-align: center;">California</p>	<p style="text-align: center;">Cancel & Republish Sale</p>	<p>Foreclosure sale is canceled due to loss mitigation, bankruptcy or other valid reason and sale must be republished.</p> <p>This fee is intended to cover all necessary steps to cancel and republish a sale.</p>
<p style="text-align: center;">Colorado</p>	<p style="text-align: center;">Cancel Sale</p>	<p>Foreclosure sale is canceled due to loss mitigation, bankruptcy or other valid reason.</p> <p>This fee is intended to cover all necessary steps to cancel a sale.</p>
<p style="text-align: center;">Connecticut</p>	<p style="text-align: center;">Motion to Set New Law/Sale Date</p>	<p>Law/Sale date is extended in order to pursue loss mitigation.</p> <p>The attorney fee includes the expense for preparing the Motion to Set a new law/sale date and the required hearing appearance.</p>
<p style="text-align: center;">Florida</p>	<p style="text-align: center;">Motion to Cancel Sale (or Bankruptcy Motion to Cancel Sale)</p>	<p>Firm must file motion with court to cancel scheduled sale</p> <p>This is not the same thing as a motion to vacate or set aside the sale after the sale has occurred – that would be a Non-Standard Request (see Non-Standard Excess Fees).</p> <p>***To the extent possible, the firm should submit this type of request only when firm knows the next action taken (i.e., if subsequently resetting sale, submit this request along with the Motion to Reset Sale request; or if closing and billing file, submit this request with that explanation).</p> <p>If due to bankruptcy, the request should include the BK case info (chapter, case #, filing date, jurisdiction, and date of discharge/relief).</p>



	Motion to Reset Sale (or Bankruptcy Motion to Reset Sale)	<p>New Sale date is set after failed loss mitigation, bankruptcy interruption, property damage, or other valid reason (and reason is not due to law firm or servicer error, or other reason that would fall within the Ineligible Excess Fees and Costs section of the AAA Matrix).</p> <p>The attorney fee includes the motion to cancel the scheduled sale and reset a new date, and all subsequent steps necessary to reschedule the sale, including new notice, publication, etc.</p> <p>If due to bankruptcy, the request should include the BK case info (chapter, case #, filing date, jurisdiction, and date of discharge/relief).</p> <p>If the request is for the 2nd+ reset, the request must also provide a summary of the dates and reasons for the prior resets.</p>
Kansas	Hold/Reset/Reschedule	<p>Foreclosure sale is Held/Reset after failed loss mitigation, bankruptcy interruption, property damage or no successful purchasers.</p> <p>This fee is intended to cover the preparation of pleadings, contacting the sheriff to get approval. Submitting to publication, sending notice of sale to judge and attending sale.</p> <p>If due to Bankruptcy, the request should include the BK info (chapter, case #, filing date, jurisdiction and the date of discharge/relief)</p>
Massachusetts	Continuance/Postponement	<p>Sale is continued/postponed based upon existing publications and notices due to loss mitigation, bankruptcy, or other valid reason not due to attorney or servicer error.</p> <p>This fee includes communicating with the auctioneer, mailing notices, preparing new certificate of entry and all docs necessary to go to sale, following up with servicer for bid, and any other steps necessary to continue the sale.</p> <p>If due to bankruptcy, the request should include the BK case info (chapter, case #, filing date, jurisdiction, and date of discharge/relief).</p>
	Partial Restart/Cancellation of a Foreclosure Action	<p>Foreclosure sale process must be fully restarted (new publication and notices necessary) due to bankruptcy, loss mitigation, or other valid reason not due to attorney or servicer error.</p> <p>This fee is intended to cover all steps necessary to restart the foreclosure sale process including notice of sale (pub in paper and via certified mail) (power of sale process).</p> <p>If due to bankruptcy, the request should include the BK case info (chapter, case #, filing date, jurisdiction, and date of discharge/relief).</p> <p>**The excess fee request must indicate the request is for a partial restart/cancellation of foreclosure</p>
Michigan	Adjournment of Foreclosure Sale	<p>Foreclosure sale adjourned for loss mitigation, workout, etc. Adjournments occur only after first legal is filed (publication).</p> <p>Adjournments are preferable as they are most cost effective.</p> <p>This fee is intended to cover the notice of adjournment being posted at the courthouse.</p> <p>If due to bankruptcy, the request should include the <u>BK case info</u> (chapter, case #, filing date, jurisdiction, and date of discharge/relief).</p>
Missouri/New Mexico	Reschedule Sale	<p>Foreclosure sale is postponed due to loss mitigation, bankruptcy or other valid reason.</p> <p>This fee is intended to cover all necessary steps to postpone/reschedule a sale.</p>



<p>New Jersey</p>	<p>Sale Postponement/Reschedule Sale</p>	<p>Foreclosure sale is postponed due to loss mitigation, bankruptcy or other valid reason</p> <p>This fee is intended to cover preparation of the notice or writ, filing of the writ with the court and obtaining a new sheriffs sale date. This fee would also apply to alias and pluries writs.</p>
<p>North Carolina</p>	<p>Re/Ad</p>	<p>Must complete this action when a sale is postponed or foreclosure cancelled due to broken repayment plan, incomplete modification, or similar incomplete loss mitigation negotiation (or another valid reason).</p> <p>This fee is intended to cover a new sale due to cancellation of prior foreclosure or postponement of sale.</p> <p>Re/Ad, Re/Sale – On a postponement this action is taken 90 days after the original sale has expired.</p>
	<p>Sale Postponement/Cancellation</p>	<p>Foreclosure sale is postponed due to loss mitigation, bankruptcy or other valid reasons.</p> <p>This fee is intended to cover all necessary steps to postpone/cancel a sale.</p> <p>Sale cancellation fee is effective for sales cancelled on or after July 1, 2018.</p>
<p>Ohio</p>	<p>Sale Postponement</p>	<p>The attorney fee includes the work to prepare the Alias/Pluries Praecepte for Order of Sale for the additional foreclosure sale. A reactivation is included in the fee to restart the foreclosure action.</p>
<p>Oregon</p>	<p>Amended Reset of Sale (Or Bankruptcy Amended Reset of Sale)</p>	<p>Sale is interrupted by bankruptcy or court-ordered stay, and an amended/rescheduled sale is required (not a complete restart).</p> <p>This fee is intended to cover the steps necessary for an amended reset of sale.</p> <p>If due to court-ordered stay, the request should clearly state the reason/grounds for the stay.</p>
<p>Pennsylvania</p>	<p>Motion to Postpone Sale</p>	<p>If all postponements have been exhausted, a motion is filed with the court requesting an additional postponement.</p> <p>This fee is intended to cover preparing the motion and presenting it to the court at a hearing (when applicable).</p>
		<p>Note: For excess fee approval please include prior sale dates postponed and advise if two postponements have been exhausted.</p>
<p>Motion to Postpone Sale</p>	<p>This is used when there is active loss mitigation and the sale is impending, but there is no decision yet. Should the loss mitigation fail or be denied, the loan will still go to sale on the sale date assigned, if loss mitigation is approved, then the sale will be postponed.</p>	
<p>Re-List Sale (Stay Sale and Reschedule due to foreclosure or bankruptcy)</p>	<p>This occurs when there is an active bankruptcy, failed loss mitigation, exhausted postponements or if a judge denies motion for postponement.</p> <p>This fee is intended to cover rescheduling of the sale by issuing a new Writ of Execution, submitting a new sale package to the Sheriff and preparing service. A letter is sent to the sheriff and the sale is announced either at the courthouse or where the Sheriff decides, depending on the county. It is not necessary to restart the entire foreclosure from the beginning. The foreclosure action is valid up to and including judgment and only need to issue a new writ of execution to resume the foreclosure and reschedule a new sale date.</p>	
<p>Various</p>	<p>Reset Sale</p>	<p>Foreclosure sale is reset due to loss mitigation, bankruptcy or other valid reasons.</p> <p>This fee is intended to cover all necessary steps to postpone/reschedule a sale.</p>



	Sale Postponement	Foreclosure sale is postponed due to loss mitigation, bankruptcy or other valid reasons. This fee is intended to cover all necessary steps to postpone/reschedule a sale.
Washington	Amended Reset of Sale	Sale is interrupted by bankruptcy or court-ordered stay and an amended/rescheduled sale is required (not a complete restart). This fee is intended to cover the steps necessary for an amended reset of sale, including preparing amended notice of sale, completing interrupted publications (if applicable), mailings/notices, and recording affidavit package regarding services completed. If due to bankruptcy, the request should include the BK case info (chapter, case #, filing date, jurisdiction, and date of discharge/relief). If due to court-ordered stay, the request should clearly state the reason/grounds for the stay.

Non-Standard Excess Fees

Overview

The following types of fees, if necessary to protect the interest of Fannie Mae or the servicer, may be eligible for reimbursement by Fannie Mae. Please first review the Ineligible Excess Fees and Costs to determine whether a fee is eligible or ineligible for reimbursement by Fannie Mae. If you believe a fee is eligible for reimbursement, you must submit it to Fannie Mae for approval (see Summary of Excess Fees and Costs Process for instructions). If the fee is ineligible for reimbursement, no excess fee request should be submitted to Fannie Mae. Instead, the fee should be directed to the servicer with appropriate explanation. For any eligible matter billed on an hourly basis, Fannie Mae will reimburse (a) an hourly attorney fee rate of \$270 for any attorney with less than five years of experience, (b) an hourly attorney fee rate of \$330 for any attorney with five or more years of experience, and (c) a maximum hourly paralegal fee rate of \$100. These fees are applicable only to expenses reimbursed by Fannie Mae.

Fees

Bankruptcy

Fee Category	Fee Name	Notes
Bankruptcy	All Other Bankruptcy Fees Expense Type: BK Attorney Fees Expense Subtype: All Other BK Fees	Firm incurs additional reimbursable excess fees which are not covered by an allowable fee or another excess fee request. Request must include sufficient explanation regarding the fee amount being requested and the legal services to which they relate. Fees related to resolving errors or alleged errors in origination or servicing of the loan should not be submitted (see Ineligible Excess Fees and Costs).
	Bankruptcy Adversary Proceeding Expense Type: BK Attorney Fees Expense Subtype: All Other BK Fees	Attorney fees associated with defense of an adversary case filed against the servicer and/or Fannie Mae. Adversary proceedings that specifically name Fannie Mae or alter the terms of the mortgage require notification submitted using the Form 20 process. Fees for adversary proceedings which raise or relate to allegations of error in origination or servicing of the loan should be directed to the servicer (see Ineligible Excess Fees and Costs).



	<p>Chapter 11 Objection to Plan (including hearings, if any)</p> <p>Expense Type: BK Attorney Fees</p> <p>Expense Subtype: Objection to Plan</p>	<ul style="list-style-type: none"> Hourly billing is permitted (rate not to exceed maximum set forth in the MDC Retention Agreement). As a general rule of thumb and depending on the complexity of the issue(s) involved in the particular matter, we apply an initial benchmark of 3-5 hours when evaluating this type of fee request. However, the request and approval can exceed this amount if warranted for the particular case. Subsequent fee requests are permitted as well, in the event additional services are needed in the case or the matter becomes significantly complex or involved. Attorneys must include a breakdown of the fees and services provided when requesting hourly fee approval. <p>Attorneys must pro-rate their fees in the event some of the services are not completed.</p>
	<p>Chapter 11/12/13 Response to Motion to Value (including hearings, if any)</p> <p>Expense Type: BK Attorney Fees</p> <p>Expense Subtype: Response to Motion to Value</p>	<ul style="list-style-type: none"> Hourly billing is permitted (rate not to exceed maximum set forth in the MDC Retention Agreement). As a general rule of thumb and depending on the complexity of the issue(s) involved in the particular matter, we apply an initial benchmark of 5-6 hours when evaluating this type of fee request. However, the request and approval can exceed this amount if warranted for the particular case. Subsequent fee requests are permitted as well, in the event additional services are needed in the case or the matter becomes significantly complex or involved. Attorneys must include a breakdown of the fees and services provided when requesting hourly fee approval. <p>Attorneys must pro-rate their fees in the event some of the services are not completed.</p>
	<p>Response to Proof of Claim Objection (if eligible)</p> <p>Expense Type: BK Attorney Fees</p> <p>Expense Subtype: All Other BK Fees</p>	<p>Debtor or Trustee has objected to servicer's proof of claim and response and/or attendance at hearing required.</p>
	<p>Serial or Abusive Filer (Comfort Order)</p> <p>Expense Type: BK Attorney Fees</p> <p>Expense Subtype: All Other BK Fees</p>	<p>Pleadings or attendance of expedited hearings to protect our interest against an abusive bankruptcy filer.</p> <p>See Fannie Mae Servicing Guide, Part E, Chapter 2, Sections E-2.1-02 (Confirming Bankruptcy Information) and E0-2.3 (Servicing Special Circumstance Bankruptcies).</p>

Foreclosure

Fee Category	Fee Name	Notes
Foreclosure	<p>Judicial Foreclosure in Non-Judicial State</p> <p>Expense Type: Judicial Foreclosure in Non-Judicial State</p> <p>Expense Subtype: Judicial Foreclosure Approved by FNMA Legal</p>	<p>Services necessary to complete a judicial foreclosure in a non-judicial state. Firm is required to provide reason for proceeding judicially and attach Fannie Mae Legal's approval to the notice of non-routine litigation. Firms should provide an hourly breakdown for more complex cases resulting in higher fees.</p>



	<p>Other requests related to foreclosure</p> <p>Expense Type: Non-Standard Other Legal</p> <p>Expense Subtype: Additional Info. and Supporting Docs Attached</p>	<p>Requests not covered in this section, or other sections of the AAA Matrix.</p> <p>There may be other foreclosure related fees that do not fall within any specifically identified fee within the AAA Matrix or relevant expense type/subtype in Property 360. In that event, you should submit your request to Fannie Mae using the “Non-Standard Other Legal” expense type in Property 360. Please be sure that all general guidelines are followed, including referencing the Ineligible Excess Fees and Costs section of the AAA Matrix.</p>
	<p>Probate</p> <p>Expense Type: Deceased Borrower/Probate</p> <p>Expense Subtype: Open Estate to Facilitate Foreclosure</p>	<p>Services to resolve deceased borrower issue, such as open a complete or limited administration of estate to facilitate foreclosure.</p> <p>Request should provide sufficient explanation of work required as well as breakdown of fees.</p>
	<p>Special Note re: Non-routine Litigation</p> <p><i>(foreclosure, bankruptcy, or other legal proceedings)</i></p> <p>Expense Type: Non-Standard Other Legal</p> <p>Expense Subtype: Additional Info. and Supporting Docs Attached</p>	<p>Fannie Mae’s Servicing Guide defines legal matters that constitute “nonroutine litigation,” which the servicer and/or attorney must report to Fannie Mae’s Legal Department.</p> <p>FNMA’s current maximum hourly rates for litigation are set forth in the Schedule of Fees and Costs attached to the Mortgage Default Counsel Retention Agreement (the “MDC Agreement”).</p> <p>See Fannie Mae Servicing Guide Part E, Chapter 1, Section E0-1.3 (Handling Non-Routine Litigation) for definition of “non-routine litigation.” Fannie Mae reserves the right to direct and control all non-routine litigation matters.</p> <p>Excess fee approval is required for any non-routine litigation matter for which Fannie Mae is responsible for paying the attorney’s fees. However, before requesting excess fee approval, the attorney must first report the non-routine litigation matter to our Legal Department and obtain their direction and/or approval of the legal actions to be taken. Once the attorney has received a response from our Legal Department directing/approving the legal services to be provided, the attorney may request excess fee approval. The email from our Legal Department must be attached as supporting documentation for the fee request.</p> <p><i>***Refer to the Ineligible Excess Fees and Costs section for all non-routine litigation matters.</i></p>

Other Legal

Fee Category	Fee Name	Notes
Other Legal	<p>Other Legal</p> <p>Expense Type: Non-Standard Other Legal</p> <p>Expense Subtype: Additional Info. and Supporting Docs Attached</p>	<p>Demolition hearings, federal seizure/forfeiture or other proceedings not addressed in the AAA Matrix.</p> <p>Forfeitures and seizures are non-routine actions that require notification to Fannie Mae legal using the Form 20 process (please see Fannie Mae Servicing Guide Part E, Chapter 1, Section E0-1.3 [Handling Non-Routine Litigation] for further guidance).</p>



Ineligible Excess Fees and Costs

Overview

Fannie Mae does not reimburse the servicer for the following fee/cost types, even though the related services may be necessary to protect Fannie Mae’s and/or the servicer’s interest (“Ineligible Fees/Costs”). You should not request Fannie Mae’s fee/cost approval for Ineligible fees/costs because the servicer is responsible for these fees/costs pursuant to its contractual relationship with Fannie Mae (see the “Indemnification for Losses” explanation in the Overview). Whether a fee/cost is not reimbursable by Fannie Mae has no relationship to whether a fee/cost is recoverable or non-recoverable against a borrower. Your office should work with the servicer to make that separate determination.

Foreclosure, Bankruptcy, and Other Legal Matters

Fee/Cost Name	Description
<p>Active Duty Military (Notice/Service)</p>	<p>The borrower is active duty military and must be notified of the pending foreclosure. This is included within the foreclosure allowable fee.</p>
<p>Allegations Against the Servicer or Originating Lender (Alleged error in Servicing or Origination of the loan)</p>	<p>Servicer has indemnified Fannie Mae and must therefore pay all fees and costs regardless of the merit of borrower’s allegations.</p> <p>Examples—Borrower or other party alleges no standing (real party in interest), missing assignment, endorsement, or allonge, payment dispute or misapplication of funds, fraud in the mortgage, violations of borrower’s rights (<i>e.g.</i>, TILA, RESPA, or FDCPA), wrongdoing in relation to attempted loan workout, improper breach letter, lien priority dispute, title curative issues, or any other similar contest to origination or servicing of the loan.</p> <p>Fannie Mae Selling Guide Part A, Subpart 1, Chapter 1, Section A2-1-03 (Indemnification for Losses) requires a mortgage servicer to indemnify Fannie Mae against all losses based on or resulting from a lender’s breach or alleged breach of its servicing duties and responsibilities, or its origination or selling representations and warranties (see also Fannie Mae Servicing Guide, Part E, Chapter 5, Sections E-5-02 through E-5-05 [regarding requesting reimbursement for expenses associated with default-related legal matters], and the “Indemnification for Losses” explanation in the Overview).</p>
<p>Assignment of Mortgage</p>	<p>Missing/invalid assignment, or preparation of assignment.</p> <p><i>Fannie Mae will not reimburse the servicer for any expense incurred in preparing or recording an assignment of the mortgage loan from MERS to the servicer or Fannie Mae.</i></p> <p>The servicer is responsible for ensuring that any necessary assignment has been timely prepared on appropriate legal instruments enforceable in the jurisdiction in which the property is located. Please see Fannie Mae Servicing Guide Part A, Subpart 2, Chapter 5, Section A2-5.2- 03 (Retention and Storage of Individual Mortgage Loan Files and Records).</p>
<p>Attorney fees incurred prior to successful reinstatement or payoff</p>	<p>Subject to applicable legal requirements, attorney fees incurred prior to a reinstatement or payoff should be included within the reinstatement/payoff quote and should be collected from the borrower. Accordingly, Fannie Mae does not reimburse for these attorney fees.</p> <p>Fannie Mae Servicing Guide, Part E, Chapter 5, Sections E-5-02 through E-5-05 (regarding requesting reimbursement for expenses associated with default-related legal matters)</p> <p><i>Refer to the Standard Excess Fees and Costs section of the AAA Matrix for more information. In particular, see the Complete Restart of Foreclosure Action excess fee.</i></p> <p>The allowable fee applies for the life of the default and covers services necessary to complete a routine foreclosure action in the jurisdiction. In the event that a default is cured, such as by a completed loan modification or reinstatement, and the loan subsequently becomes delinquent again, a new allowable foreclosure fee applies without the need for excess fee approval when the servicer must initiate new foreclosure proceedings. (Fannie Mae Servicing Guide E-5-04)</p>



<p>Breach Letter</p>	<p>Prepare breach or similar notices that are related to servicer functions that should occur prior to foreclosure referral. Or, legal services are necessary to resolve servicer’s failure to issue a timely and proper breach letter. Servicer is required to perform breach process or must remediate defects related to breach process.</p> <p>Fannie Mae Servicing Guide, Part E, Chapter 5, Sections E-5-02 through E-5-05 (regarding requesting reimbursement for expenses associated with default-related legal matters) states that we will not reimburse a servicer for legal fees related to actions that are essentially servicing functions. Fannie Mae Servicing Guide Part D, Subpart 2, Chapter 2, Section D2-2-06 (Sending a Breach or Acceleration Letter) identifies preparation and service of the breach letter as a servicing function.</p>
<p>Code Violations (and related Hearings)</p>	<p>Fannie Mae Servicing Guide Part E, Chapter 3, Section E-3.2-12 (Performing Property Preservation During Foreclosure Proceedings) and Part E, Chapter 4, Section E0-4.3 (Preserving and Managing Properties) provide that the servicer is responsible for performing all property maintenance functions to ensure that the condition and appearance of the property are maintained satisfactorily. This includes securing the property, mowing the grass, removing trash and other debris that violate applicable law or pose a health or safety hazard, winterizing the property, etc. The servicer must manage the property until it is conveyed to the insurer or guarantor or until Fannie Mae assigns that responsibility elsewhere. The servicer must take whatever action is necessary to protect the value of the property. This includes making sure that no apparent violations of applicable law are occurring on the property (such as violations of laws relating to illegal narcotics and similar substances) and that the property is protected against vandals and the elements.</p> <p><i>***If you have excess fees/costs related to a code violation, and you believe the violation does not result from the servicer’s failure to fulfill its property preservation responsibilities, then you may submit an Excess Fee/Cost request.</i></p>
<p>Defective Affidavit or other Legal Document in connection with default process</p>	<p>Affidavit (or other legal document) necessary for the default process is defective.</p> <p>The servicer must ensure that any servicing practices that they or their representatives undertake in connection with mortgage loans they service for Fannie Mae conform to all applicable laws and regulations and are consistent with the terms of the borrower's mortgage documents (see Fannie Mae Servicing Guide Part A, Subpart 2, Chapter 1, Section A2-1-01 General Servicer Duties and Responsibilities and Subpart 4, Chapter 1, A4-1-01, Staffing, Training, Procedures, and Quality Control Requirements).</p>
<p>Dismissal for Lack of Prosecution</p>	<p>The firm must attend a hearing or restart a foreclosure due to a judge dismissing the case due to Lack of Prosecution if due to servicer delays or lack of activity. Fannie Mae Servicing Guide Part E, Chapter 3, Section E0-3.4 (When Foreclosure Proceedings Must be Suspended or Cancelled) states that in some states, the judge may dismiss the case for inactivity (lack of prosecution) if the workout option is not filed with the court as part of the FC proceedings. If this happens and the borrower subsequently defaults under the workout option, the FC proceedings will have to be restarted, which will result in doubling the FC fees and expenses. In such cases or similar cases where the delay is due to servicer error, Fannie Mae will not reimburse the servicer for the resulting additional fees and expenses (see Fannie Mae Selling Guide Part A, Subpart 1, Chapter 1, Section A2-1-03 [Indemnification for Losses]).</p>
<p>Failure to Provide Bidding Instructions</p>	<p>Servicer fails to provide attorney with bidding instructions in a timely manner, which results in additional work such as a sale postponement or foreclosure restart.</p> <p>Fannie Mae Servicing Guide Part E, Chapter 1, Section E0-1.1 (Referring a Mortgage Loan to a Law Firm) states that the servicer is responsible for submitting a complete referral package to the selected attorney, providing bidding instructions, keeping the attorney apprised about the status of any workout proposals, bankruptcy filings, or other events that affect the foreclosure process, providing any additional documentation, information, or signatures to the attorney as needed, advancing funds to pay attorney fees and costs; and fulfilling all of its other servicing obligations.</p>



<p>FDCPA Response</p>	<p>Servicer is responsible for responding to verification of debt requests pursuant to the FDCPA (see Fannie Mae Selling Guide Part A, Subpart 1, Chapter 1, Section A2-1-03 [Indemnification for Losses] and Part E, Chapter 5, Sections E-5-02 through E-5-05 [regarding requesting reimbursement for expenses associated with default-related legal matters]).</p>
<p>FHA, VA or RHS (Government Insured Loan)</p>	<p>Applicable government unit or servicer makes decisions on all additional fees. Attorney should direct all fee matters for government-insured loans to the servicer. This includes reverse mortgages.</p> <p><i>Depending upon the applicable government entity guidelines and Fannie Mae policy, Fannie Mae may in fact reimburse the servicer for some additional fees. However, any such decision occurs outside the Fannie Mae excess fee process.</i></p>
<p>HOA/Condo/Special Assessments (Super lien states only)</p>	<p>Legal services to negotiate, litigate, or otherwise resolve delinquent assessments (including condominium, HOA, or similar liens). Servicer must indemnify Fannie Mae for all interest, penalties, and attorney fees for clearance of delinquent assessments.</p> <p>Fannie Mae Servicing Guide, Part B, Chapter 1, Section B-1-01 (Administering an Escrow Account and Paying Expenses) states that Fannie Mae will not reimburse servicers for any fees or costs related to attempts to collect the delinquent assessments. However, Fannie Mae will reimburse the actual delinquent assessment cost.</p>
<p>Loss Mitigation/HAMP Denial Letter</p>	<p>Preparing, reviewing and mailing the Loss Mitigation/HAMP Denial Letter is a servicing function. Delays caused by this error are the responsibility of the servicer.</p> <p>Fannie Mae Servicing Guide, Part E, Chapter 5, Sections E-5-02 through E-5-05 (regarding requesting reimbursement for expenses associated with default-related legal matters) states that we will not reimburse a servicer for legal fees/costs related to actions that are essentially servicing functions.</p> <p>Failure to timely provide the letter is a servicing-related issue and Fannie Mae will not reimburse these fees/costs. See Fannie Mae Selling Guide Part A, Subpart 1, Chapter 1, Section A2-1-03 (Indemnification for Losses).</p>
<p>Lost Note or Mortgage</p>	<p>Prepare and file lost instrument document with court or notice required parties. Servicer must provide complete referral package.</p> <p>Fannie Mae Servicing Guide Part E, Chapter 1, Section E0-1.1 (Referring a Mortgage Loan to a Law Firm) states that the servicer is responsible for submitting a complete referral package, which includes copies or originals of the mortgage, deed of trust, and/or note.</p>
<p>Motion for Extension of Time (prepared for Servicer)</p>	<p>Motion is filed to request additional time for servicer to perform some action in the legal proceeding (<i>e.g.</i>, more time to respond to defendant's discovery requests).</p> <p>This is a servicing-related issue and Fannie Mae will not reimburse these fees/costs (see Fannie Mae Selling Guide Part A, Subpart 1, Chapter 1, Section A2-1-03 [Indemnification for Losses]).</p>
<p>Open and Review (Unnecessary Referral)</p>	<p>Attorney receives referral from servicer. Upon opening file and reviewing, attorney determines work is unnecessary and file is closed. Servicer is responsible for this fee as this is non-reimbursable by Fannie Mae.</p>
<p>Outdated Excess Fee Requests (past deadline)</p>	<p>Fannie Mae Servicing Guide Part E, Chapter 5, Section E-5-01 (Requesting Reimbursement for Expenses) states that the servicer must submit all claims for reimbursement within 60 days of Fannie Mae disposing of an acquired property, a third party acquiring the property at foreclosure sale, a foreclosure prevention alternative being completed, or the date the claim was filed, if the property will be conveyed to the insurer or guarantor. All excess fee requests must therefore also be submitted within this time frame.</p>



<p>Payoff/Reinstatement Letters</p>	<p>Preparing reinstatement and payoff quotes/letters is a servicer function. Fannie Mae Servicing Guide, Part E, Chapter 5, Sections E-5-02 through E-5-05 (regarding requesting reimbursement for expenses associated with default-related matters) states that legal fees/costs related to actions that are servicer functions are ineligible for reimbursement.</p>
<p>Qualified Written Response</p>	<p>The servicer is responsible for preparing the response to a Qualified Written Request pursuant to RESPA (Real Estate Settlement Procedures Act), providing loan information, etc., because it falls within the servicer’s indemnity under Fannie Mae Selling Guide Part A, Subpart 1, Chapter 1, Section A2-1-03 (Indemnification for Losses).</p>
<p>REO/Post-foreclosure matters (redemption, eviction, REO title and closing)</p>	<p>Fannie Mae’s excess fee process is limited to only those matters referred to the attorney by the servicer and therefore billed to the servicer.</p> <p>If the attorney needs excess fee approval for an REO-related matter referred directly from Fannie Mae REAM, those matters should be directed to the attorney’s Fannie Mae REAM asset recovery analyst (firm should have contacts for both redemptions, if applicable, and evictions), or to Fannie Mae’s legal department when necessary.</p>
<p>Servicer or Law Firm Error</p>	<p>Additional foreclosure or bankruptcy services required because servicer or firm failed to provide information or perform timely or appropriate action (e.g., incomplete referral package, failure to provide bid, failure to advise of borrower’s death or bankruptcy filing, or failure to refer matter for BK legal services, attorney missed a hearing, or the complaint is amended due to error). Servicer and firm must indemnify Fannie Mae for any additional expense caused by failure to perform action.</p> <p>Fannie Mae Servicing Guide Part E, Chapter 1, Section E0-1.1 (Referring a Mortgage Loan to a Law Firm) states that the servicer is responsible for submitting a complete referral package to the selected attorney, providing bidding instructions, keeping the attorney apprised about the status of any workout proposals, bankruptcy filings, or other events that affect the foreclosure process, providing any additional documentation, information, or signatures to the attorney as needed, advancing funds to pay attorney fees and costs; and fulfilling all of its other servicing obligations.</p>
<p>Servicing Transfer-Related Fees</p>	<p>Fees required as a direct result of a servicing transfer of a loan (or group of loans). Examples include a substitution of plaintiff in a judicial foreclosure action or a transfer of claim in bankruptcy.</p> <p>Fannie Mae may or may not reimburse additional fees incurred as a direct result of a servicing transfer. However, any such decision or reimbursement of these fees occurs outside of the excess fee process.</p>
<p>Tax Liens</p>	<p>Servicer is responsible for paying property tax to avoid tax liens.</p> <p>Fannie Mae Servicing Guide Part A, Subpart 2, Chapter 1, Section A2-1-01 (General Servicer Duties and Responsibilities) states in performing the services and duties incident to the servicing of mortgages, the servicer must take whatever action that is necessary to protect our interest in the security property as long as it is authorized to do so by the terms of the mortgage. Among other things, this generally includes (but is not limited to) paying property taxes to avoid possible tax liens (see also Fannie Mae Servicing Guide, Part B, Chapter 1, Escrow Account Administration).</p>
<p>Title Curative Issues (including Mobile Homes)</p>	<p>Title for the property is insufficient to foreclose (including Mobile Home curative efforts) or pursue relief in bankruptcy court (examples include error in mortgage documents, cloud on title, prior superior liens). Title curative work examples: judicial proceedings to resolve prior recorded liens or missing/ intervening assignments; legal analysis or communications with prior lien holders & title companies. Servicer indemnifies Fannie Mae for title issues related to their selling representations and warranties or their servicing obligations.</p> <p><i>Description continued on next page</i></p>



	<p>Section B8-2-01 of the 2012 Fannie Mae Selling Guide requires that all mortgages that are submitted to us for purchase or securitization must be closed and transferred on appropriate legal instruments that are legal and enforceable in the jurisdiction in which the security property is located.</p> <p>See also Section B7-2-01 of the 2012 Fannie Mae Selling Guide: Provisions of Title Insurance require that before purchase or securitization, each first mortgage loan delivered to Fannie Mae must have a title insurance policy in place that satisfies Fannie Mae’s requirements.</p>
Vacant Property Registration	<p>A Vacant Property Registration is required as part of the foreclosure. This is a servicer function and Fannie Mae does not reimburse related attorney's fees for this service. The actual registration fee charged is a cost and will be reimbursed. No excess fee approval is required.</p>



Historical Information

Current allowable fees are published in the Fannie Mae Servicing Guide.

- [Current Allowable Bankruptcy Fees](#)
- [Current Allowable Foreclosure Fees](#)

Bankruptcy

Allowable Bankruptcy Fees				
Chapter	Fee Type	Maximum Fee		Effective Date
				services rendered
All	Mediation	\$700 first session / \$375 second session		on or after 11/1/2013
	Motion for Relief	Chapter 7	\$550	prior to 11/1/13
			\$750	11/1/13 - 11/30/2019
			\$950	on or after 12/1/2019
		Chapter 13	\$650	prior to 11/1/13
		Chapter 11, 12, 13	\$850	11/1/13 - 11/30/2019
			\$1,050	on or after 12/1/2019
	Notice of Appearance	\$0		-
	Proof of Claim (POC) Preparation & Plan Review	Chapter 7 (POC prep only, if required)	\$150	referred prior to 12/1/2011
			\$275	12/1/2011 - 11/1/2013
			\$300	on or after 11/1/2013
		Chapter 11 & 12	\$750	11/1/13 - 11/30/2019
		Chapter 13	\$300	referred prior to 12/1/2011
			\$425	12/1/2011 - 11/1/2013
			\$650	11/1/13 - 11/30/2019
		Chapter 11, 12, 13	\$950	on or after 12/1/2019
	Proof of Claim - Form 410A Loan Payment History	\$250		-
Servicer-Paid Expenses	\$0		-	
7	Reaffirmation agreement	\$125		on or after 11/1/2013
		\$250		All active files effective 08/16/2017 or later
12 & 13	Objection to Plan	Chapter 13	\$400	prior to 11/1/13
		Chapter 12 & 13	\$500	11/1/13 - 11/30/2019
		\$550		on or after 12/1/2019



13	Notice of Fees, Expenses and Charges	\$50	12/1/2011-10/31/2013
		\$100	on or after 11/1/2013
		\$150	All active files effective 08/16/2017 or later
	Payment Change Notification	\$50	on or after 12/1/2011
		\$125	All active files effective 08/16/2017 or later
	Post-Stipulation Default and Stay Termination	\$50 ¹ / \$200 ²	prior to 08/16/2017
		\$100 ¹ / \$200 ²	All active files effective 08/16/2017 or later
	Response to Final Cure Payment	\$50 (agreed) / \$250 (objection)	12/1/11 - 10/31/13
		\$50 (agreed) / \$500 (objection)	on or after 11/1/2013
		\$75 (agreed) / \$500 (objection)	8/16/2017 - 11/30/2019
\$100 (agreed) / \$500 (objection)		on or after 12/1/2019	

Footnotes:

¹ Covers the law firm's services in issuing a Notice of Default

² Covers court notification of default and stay termination

Foreclosure

Foreclosure Allowable Fee Matrix			
State	Allowable Fee	Judicial(J) Non Judicial(NJ)	Effective Date (by Referral)
Alabama	\$600	NJ	10/1/2008
	\$900	NJ	6/1/2012
	\$1,325	NJ	6/1/2012 <i>(files active as of 11/17/14)</i>
	\$1,625	NJ	All files active as of 3/14/18
	\$1,700	NJ	All files active as of 9/11/19
	\$1,800	NJ	All files active as of 2/09/22
	\$1,900	NJ	All files active as of 1/1/23
Alaska	\$1,200	NJ	10/1/2008
	\$1,625	NJ	6/1/2012 <i>(files active as of 11/17/14)</i>
	\$2,000	NJ	All files active as 9/11/19
	\$2,125	NJ	All files active as of 2/09/22



	\$2,300	NJ	All files active as of 1/1/23
Arizona	\$625	NJ	10/1/2008
	\$925	NJ	10/1/2012
	\$1,350	NJ	6/1/2012 <i>(files active as of 11/17/14)</i>
	\$1,700	NJ	All files active as of 9/11/19
	\$1,800	NJ	All files active as of 2/09/22
	\$1,900	NJ	All files active as of 1/1/23
Arkansas	\$600 (NJ) \$750 (J)	Both	10/1/2008
	\$600	NJ	10/1/2011
	\$1,050	NJ	10/1/2012
	\$1,475	NJ	6/1/2012 <i>(files active as of 11/17/14)</i>
	\$1,700	NJ	All files active as of 9/11/19
	\$1,800	NJ	All files active as of 2/09/22
	\$1,950	NJ	All files active as of 1/1/23
California	\$650	NJ	10/1/2008
	\$1,000	NJ	10/1/2012
	\$1,425	NJ	6/1/2012 <i>(files active as of 11/17/14)</i>
	\$1,700	NJ	All files active as of 9/11/19
	\$1,800	NJ	All files active as of 2/09/22
	\$1,900	NJ	All files active as of 1/1/23
Colorado	\$875	NJ	10/1/2008
	\$1,225	NJ	6/1/2012
	\$1,650	NJ	6/1/2012 <i>(files active as of 11/17/14)</i>
	\$1,950	NJ	All files active as of 3/14/18
	\$2,200	NJ	All files active as of 9/11/19
	\$2,350	NJ	All files active as of 2/09/22
	\$2,400	NJ	All files active as of 1/1/23
Connecticut	\$1,250* (Strict FC) \$1,500* (FC by Sale) <i>*(add'l \$200 for third party closing)</i>	J	10/1/2008



	\$1,500* (Strict FC) \$1,750* (FC by Sale) <i>*(add'l \$200 for third party closing)</i>	J	10/1/2011
	\$1,700* (Strict FC) \$1,950* (FC by Sale) <i>*(add'l \$200 for third party closing)</i>	J	6/1/2012
	\$2,450* (Strict FC) \$2,700* (FC by Sale) (Market Sale on or after 1/1/15) <i>*(add'l \$200 for third party closing)</i>	J	6/1/2012 <i>(files active as of 11/17/14)</i>
	\$2,900* (Strict FC) \$3,150* (FC by Sale) (Market Sale on or after 1/1/15) <i>*(add'l \$200 for third party closing)</i>	J	All files active as of 12/14/2016
	\$3,200* (Strict FC) \$3,450* (FC by Sale) (Market Sale on or after 1/1/15) <i>*(add'l \$200 for third party closing)</i>	J	All files active as of 9/11/19
	\$3,450 (Strict FC) \$3,725 (FC by Sale)	J	All files active as of 02/09/22
	\$3,750 (Strict FC) \$4,050 (FC by Sale)	J	All files active as of 1/1/23
Delaware	\$950	J	10/1/2008
	\$1,150	J	8/1/2011
	\$1,350	J	6/1/2012
	\$1,900	J	6/1/2012 <i>(files active as of 11/17/14)</i>
	\$2,350	J	All files active as of 12/14/2016



	\$2,450	J	All files active as of 9/11/19
	\$2,600	J	All files active as of 2/09/22
	\$2,650	J	All files active as of 1/1/23
District of Columbia	\$600	NJ	10/1/2008
	\$2,250	J	4/1/2014
	\$2,700	J	All files active as of 12/14/2016
	\$2,875	J	All files active as of 9/11/19
	\$3,050	J	All files active as of 2/09/22
	\$3,200	J	All files active as of 1/1/23
Florida	\$1,300	J	10/1/2008
	\$2,050	J	10/1/2011
	\$2,250	J	6/1/2012
	\$2,250 (\$3,000 if judgment obtained via bulk trial)	J	No change to \$2,250 allowable fee (without trial) - Remains effective for referrals on or after 6/1/2012. New bulk trial fee effective for trials on or after 10/1/2012 - \$3,000 (<i>applies regardless of referral date</i>).
	\$2,800 (\$3,550 if judgment obtained via trial)	J	6/1/2012 <i>(files active as of 11/17/14)</i> Bulk trial remains effective for trials on or after 10/1/12 \$3,550 applicable if active as of 11/17/14 (<i>applies regardless of referral date</i>).
	\$3,450 (\$4,200 if judgment obtained via trial)	J	All files active as of 12/14/2016. Bulk trial remains effective for trials on or after 10/1/12 \$4,200 applicable if active as of 12/14/2016 (<i>applies regardless of referral date</i>).
	\$4,100 (\$5,200 if judgment obtained via trial)	J	All files active as of 9/11/19. Bulk trial remains effective for trials on or after 10/1/12 \$5,200 applicable if active as of 9/11/19 (<i>applies regardless of referral date</i>)
	\$4350 (\$5525 if judgement obtained via trial)	J	All files active as of 2/09/22
\$4750 (\$6100 if judgement obtained via trial)	J	All files active as of 1/1/23	
Georgia	\$600	NJ	10/1/2008
	\$900	NJ	6/1/2012
	\$1,325	NJ	6/1/2012 <i>(files active as of 11/17/14)</i>
	\$1,625	NJ	All files active as of 3/14/18
	\$1,700	NJ	All files active as of 9/11/19



	\$1,800	NJ	All files active as of 2/09/22
	\$1,900	NJ	All files active as of 1/1/23
Guam	\$1,200	NJ	10/1/2008
	\$1,625	NJ	6/1/2012 <i>(files active as of 11/17/14)</i>
	\$1,925	NJ	All files active as of 3/14/18
	\$2,225	NJ	All files active as of 9/11/19
	\$2,350	NJ	All files active as of 2/09/22
	\$2,550	NJ	All files active as of 1/1/23
Hawaii	\$1,100	NJ	10/1/2008
	\$1,100 (NJ) \$2,200* (Honolulu County) \$3,200* (all others) <i>*(add'l \$300 supplemental fee for judicial actions referred & filed prior to 10/1/2011)</i>	Both	5/1/2011
	\$1,100 (NJ) \$2,400 (Honolulu County) \$3,400 (all others)	Both	6/1/2012
	\$2,950 (Honolulu County) \$3,950 (all others)	J	6/1/2012 <i>(files active as of 11/17/14)</i>
	\$3,775 (Honolulu County) \$4,775 (all others)	J	6/1/2012 <i>(files active as of 11/25/15)</i>
	\$3,775 (Honolulu County) \$4,775 (all others)	J	All files active as of 4/12/2017
	\$4,950 (Honolulu County) \$6,000 (all others)	J	All files active as of 9/18/2018
	\$9,000 (Honolulu County) \$10,000 (all others)	J	All files active as of 9/9/2020



	\$9,350 (Honolulu County) \$10,400 (all others)	J	All files active as of 2/09/22
Idaho	\$600	NJ	10/1/2008
	\$1,050	NJ	1/1/2013
	\$1,250	NJ	6/1/2012 <i>(files active as of 11/17/14)</i>
	\$1,550	NJ	All files active as of 9/11/19
	\$1,650	NJ	All files active as of 2/09/22
	\$1,700	NJ	All files active as of 1/1/23
Illinois	\$1,300	J	10/1/2008
	\$1,550	J	10/1/2011
	\$1,750	J	6/1/2012
	\$2,300	J	6/1/2012 <i>(files active as of 11/17/14)</i>
	\$2,750	J	All files active as of 12/14/2016
	\$3,000	J	All files active as of 9/11/19
	\$3,200	J	All files active as of 2/09/22
	\$3,350	J	All files active as of 1/1/23
Indiana	\$1,100	J	10/1/2008
	\$1,300	J	10/1/2011
	\$1,500	J	6/1/2012
	\$2,050	J	6/1/2012 <i>(files active as of 11/17/14)</i>
	\$2,500	J	All files active as of 12/14/2016
	\$2,800	J	All files active as of 9/11/2019
	\$2,975	J	All files active as of 2/09/22
	\$3,200	J	All files active as of 1/1/23
Iowa	\$550 (NJ) \$850 (J)	Both	10/1/2008
	\$550 (NJ) \$1,100 (J)	Both	1/1/2012
	\$850 (NJ) \$1,300 (J)	Both	6/1/2012
	\$1,275 (NJ) \$1,850 (J)	Both	6/1/2012 <i>(files active as of 11/17/14)</i>
	\$2,300	J	All files active as of 12/14/2016
	\$2,450	J	All files active as of 9/11/2019



	\$2,600	J	All files active as of 2/09/22
	\$2,700	J	All files active as of 1/1/23
Kansas	\$850	J	10/1/2008
	\$1,050	J	10/1/2011
	\$1,250	J	6/1/2012
	\$1,800	J	6/1/2012 <i>(files active as of 11/17/14)</i>
	\$2,250	J	All files active as of 12/14/2016
	\$2,400	J	All files active as of 9/11/2019
	\$2,550	J	All files active as of 2/09/22
	\$2,700	J	All files active as of 1/1/23
Kentucky	\$1,100	J	10/1/2008
	\$1,350	J	6/1/2009
	\$1,500	J	1/1/2012
	\$1,700	J	6/1/2012
	\$2,250	J	6/1/2012 <i>(files active as of 11/17/14)</i>
	\$2,700	J	All files active as of 12/14/2016
	\$3,000	J	All files active as of 9/11/2019
	\$3,200	J	All files active as of 2/09/22
	\$3,350	J	All files active as of 1/1/23
Louisiana	\$1,050	J	10/1/2008
	\$1,150	J	1/1/2012
	\$1,350	J	6/1/2012
	\$1,900	J	6/1/2012 <i>(files active as of 11/17/14)</i>
	\$2,350	J	All files active as of 12/14/2016
	\$2,500	J	All files active as of 9/11/2019
	\$2,650	J	All files active as of 2/09/22
	\$2,700	J	All files active as of 1/1/23
Maine	\$1,250	J	10/1/2008
	\$1,550	J	10/1/2011
	\$1,750	J	6/1/2012
	\$2,300	J	6/1/2012 <i>(files active as of 11/17/14)</i>
	\$2,750	J	All files active as of 12/14/2016



	\$3,950 <i>(add'l \$200 for third party closing)</i>	J	All files active as of 4/10/2019
	\$4,250	J	All files active as of 2/09/22
	\$4,300	J	All files active as of 1/1/23
Maryland	\$950	NJ	10/1/2008
	\$1,300	NJ	2/1/2011
	\$2,100	NJ	6/1/2012
	\$2,500	NJ	6/1/2012 <i>(files active as of 11/17/14)</i>
	\$2,800	NJ	All files active as of 3/14/18
	\$3,000	NJ	All files active as of 9/11/19
	\$3,200	NJ	All files active as of 2/09/22
	\$3,350	NJ	All files active as of 1/1/23
Massachusetts	\$1,300 <i>(add'l \$200 for third party closing)</i>	J	10/1/2008
	\$1,400 <i>(add'l \$200 for third party closing)</i>	J	10/1/2011
	\$2,000 <i>(add'l \$200 for third party closing)</i>	J	6/1/2012
	\$2,550 <i>(add'l \$200 for third party closing)</i>	J	6/1/2012 <i>(files active as of 11/17/14)</i>
	\$3,000 <i>(add'l \$200 for third party closing)</i>	J	All files active as of 12/14/2016
	\$3,400 <i>(add'l \$200 for third party closing)</i>	J	All files active as of 9/11/19
	\$3,675	J	All files active as of 2/09/22
	\$4,000	J	All files active as of 1/1/23
Michigan	\$650	NJ	10/1/2008
	\$700	NJ	7/5/2009
	\$1,000	NJ	6/1/2012
	\$1,425	NJ	6/1/2012 <i>(files active as of 11/17/14)</i>
	\$1,725	NJ	All files active as of 3/14/18
	\$1,900	NJ	All files active as of 9/11/19
	\$2,025	NJ	All files active as of 2/09/22
	\$2,200	NJ	All files active as of 1/1/23



Minnesota <i>(see note 3 at bottom of chart re: "proceeding subsequent" fee)</i>	\$700 <i>(\$1,100 for case with "proceeding subsequent")</i>	NJ	10/1/2008
	\$1,025 <i>(\$1,400 for case with "proceeding subsequent")</i>	NJ	6/1/2012
	\$1,450 <i>(\$1,850 for case with "proceeding subsequent")</i>	NJ	6/1/2012 <i>(files active as of 11/17/14)</i>
	\$1,450 <i>(\$2,150 for case with "proceeding subsequent")</i>	NJ	No change to primary allowable fee *Only impacts "proceeding subsequent" additional fee (effective for foreclosure sales on or after 2/1/2017)
	\$1,750 <i>(\$2,450 for case with "proceeding subsequent")</i>	NJ	All files active as of 3/14/18
	\$1,775 <i>(\$2,475 for case with "proceeding subsequent")</i>	NJ	All files active as of 9/11/19
	\$1,875 <i>(\$2,625 for case with "proceeding subsequent")</i>	NJ	All files active as of 2/09/22
	\$2050 <i>(\$2,850 for case with "proceeding subsequent")</i>	NJ	All files active as of 1/1/23
Mississippi	\$550	NJ	10/1/2008
	\$900	NJ	10/1/2012
	\$1,300	NJ	6/1/2012 <i>(files active as of 11/17/14)</i>
	\$1,500	NJ	All files active as of 9/11/19
	\$1,600	NJ	All files active as of 2/09/22
	\$1,700	NJ	All files active as of 1/1/23
Missouri	\$650	NJ	10/1/2008
	\$950	NJ	6/1/2012
	\$1,375	NJ	6/1/2012 <i>(files active as of 11/17/14)</i>
	\$1,675	NJ	All files active as of 3/14/18
	\$1,700	NJ	All files active as of 9/11/19
	\$1,800	NJ	All files active as of 2/09/22
	\$1,900	NJ	All files active as of 1/1/23
Montana	\$600	NJ	10/1/2008
	\$1,000	NJ	1/1/2013
	\$1,250	NJ	6/1/2012 <i>(files active as of 11/17/14)</i>



	\$1,550	NJ	All files active as of 3/14/18
	\$1,800	NJ	All files active as of 9/11/19
	\$1,925	NJ	All files active as of 2/09/22
	\$2,000	NJ	All files active as of 1/1/23
Nebraska	\$600	NJ	10/1/2008
	\$900	NJ	10/1/2012
	\$1,250	NJ	6/1/2012 <i>(files active as of 11/17/14)</i>
	\$1,400	NJ	All files active as of 9/11/19
	\$1,500	NJ	All files active as of 2/09/22
	\$1,600	NJ	All files active as of 1/1/23
Nevada	\$600	NJ	10/1/2008
	\$1,100	NJ	6/1/2012
	\$1,525	NJ	6/1/2012 <i>(files active as of 11/17/14)</i>
	\$2,000	NJ	All files active as of 9/11/19
	\$2,125	NJ	All files active as of 2/09/22
	\$2,250	NJ	All files active as of 1/1/23
New Hampshire	\$900	NJ	10/1/2008
	\$1,150	NJ	1/1/2013
	\$1,450	NJ	6/1/2012 <i>(files active as of 11/17/14)</i>
	\$1,725	NJ	All files active as of 4/10/19
	\$1,825	NJ	All files active as of 2/09/22
	\$1,900	NJ	All files active as of 1/1/23
New Jersey	\$1,300	J	10/1/2008
	\$2,425	J	6/1/2012
	\$2,975	J	6/1/2012 <i>(files active as of 11/17/14)</i>
	\$2,975	J	All files active as of 2/10/16
	\$3,425	J	All files active as of 12/14/2016
	\$4,500	J	All files active as of 9/11/19
	\$4,775	J	All files active as of 2/09/22
	\$5,200	J	All files active as of 1/1/23



New Mexico	\$600 (NJ) \$900 (J)	Both	10/1/2008
	\$600 (NJ) \$1,100 (J)	Both	5/1/2010
	\$1,300	J	1/1/2012
	\$1,500	J	6/1/2012
	\$2,050	J	6/1/2012 (files active as of 11/17/14)
	\$2,500	J	All files active as of 12/14/2016
	\$3,400	J	All files active as of 9/18/2018
	\$4,000	J	All files active as of 9/11/19
	\$4,250	J	All files active as of 2/09/22
	\$4,450	J	All files active as of 1/1/23
New York	\$800 (co-op) \$1,400* / \$2,000* (Upstate / NYC Metro**) <i>* (add'l \$200 for third party closing)</i> <i>** (NYC Metro -Manhattan, Brooklyn, Queens, The Bronx and Staten Island)</i>	Both	10/1/2008
	\$800 (co-op) \$1,800* / \$2,200* (Upstate / NYC Metro**) <i>* (add'l \$200 for third party closing)</i> <i>** (NYC Metro -Manhattan, Brooklyn, Queens, The Bronx and Staten Island)</i>	Both	8/1/2011
	\$800 (co-op) \$2,000* / \$2,400* (Upstate / NYC Metro**) <i>* (add'l \$200 for third party closing)</i> <i>** (NYC Metro -Manhattan, Brooklyn, Queens, The Bronx and Staten Island)</i>	Both	6/1/2012
	\$800 (co-op) \$2,900* / \$3,500* (Upstate / NYC Metro**) <i>* (add'l \$200 for third party closing)</i> <i>** (NYC Metro -Manhattan, Brooklyn, Queens, The Bronx and Staten Island)</i>	Both	6/1/2011 <i>(files active as of 12/11/13)</i>



	<p>\$800 (co-op) \$2,900* / \$3,500* (Upstate / NYC Metro**) (or \$3,650 / \$4,250 if bulk trial judgment) *</p> <p><i>* (add'l \$200 for third party closing)</i> <i>** (NYC Metro -Manhattan, Brooklyn, Queens, The Bronx and Staten Island)</i></p>	Both	<p>No change to \$2,900* / \$3,500* allowable fee (without trial) - Remains effective for referrals on or after 6/1/2011 New bulk trial fee effective for trials on or after 1/1/2013</p>
	<p>\$1,225 (co-op) \$2,900* / \$3,500* (Upstate / NYC Metro**) (or \$3,650 / \$4,250 if bulk trial judgment)*</p> <p><i>* (add'l \$200 for third party closing)</i> <i>** (NYC Metro -Manhattan, Brooklyn, Queens, The Bronx and Staten Island)</i></p>	Both	<p>6/1/2012 <i>(files active as of 11/17/14)</i> Bulk trial fee remains applicable for trials on or after 1/1/2013</p>
	<p>\$1,225 (co-op) \$4,950* (Statewide)</p> <p><i>* (add'l \$450 for third party closing)</i></p>	Both	<p>All files active as of 8/17/2016 (bulk trial judgment has been incorporated within allowable attorney fee)</p>
	<p>\$1,450 (co-op) \$5,225* (Statewide)</p> <p><i>* (add'l \$450 for third party closing)</i></p>	Both	<p>All files active as of 9/11/19 (bulk trial judgment has been incorporated within allowable attorney fee)</p>
	<p>\$1,550 (co-op) \$5,650 (Statewide)</p>	Both	<p>All files active as of 2/09/22</p>
	<p>\$1,600 (co-op) \$5,650 (Statewide)</p>	Both	<p>All files active as of 1/1/23</p>
North Carolina	\$800	NJ	10/1/2008
	\$1,150	NJ	6/1/2012
	\$1,575	NJ	6/1/2012 <i>(files active as of 11/17/14)</i>
	\$1,875	NJ	All files active as of 3/14/18
	\$2,175	NJ	All files active as of 9/11/19
	\$2,300	NJ	All files active as of 2/09/22
	\$2,500	NJ	All files active as of 1/1/23



North Dakota	\$950	J	10/1/2008
	\$1,050	J	1/1/2012
	\$1,250	J	6/1/2012
	\$1,800	J	6/1/2012 <i>(files active as of 11/17/14)</i>
	\$2,250	J	All files active as of 12/14/2016
	\$2,350	J	All files active as of 9/11/19
	\$2,500	J	All files active as of 2/09/22
	\$2,550	J	All files active as of 1/1/23
Ohio	\$1,350	J	10/1/2008
	\$1,500	J	10/1/2011
	\$1,700	J	6/1/2012
	\$2,250	J	6/1/2012 <i>(files active as of 11/17/14)</i>
	\$2,700	J	All files active as of 12/14/2016
	\$3,000	J	All files active as of 9/11/19
	\$3,200	J	All files active as of 2/09/22
	\$3,450	J	All files active as of 1/1/23
Oklahoma	\$1,100	J	10/1/2008
	\$1,250	J	1/1/2012
	\$1,450	J	6/1/2012
	\$2,000	J	6/1/2012 <i>(files active as of 11/17/14)</i>
	\$2,450	J	All files active as of 12/14/2016
	\$2,700	J	All files active as of 9/11/19
	\$2,875	J	All files active as of 2/09/22
	\$3,000	J	All files active as of 1/1/23
Oregon	\$675	NJ	10/1/2008
	\$675 (NJ) \$1,850 (J)	Both	10/1/2011
	\$1,000 (NJ) \$2,050 (J)	Both	6/1/2012
	\$1,425 (NJ) \$2,600 (J)	Both	6/1/2012 <i>(files active as of 11/17/14)</i>
	\$1,425 (NJ) \$3,050 (J)	Both	All files active as of 12/14/2016 <i>(judicial foreclosure fee only - no change to non-judicial fee)</i>



	\$1,700 (NJ) \$3,700 (J)	Both	All files active as of 9/11/19
	\$1,800 (NJ) \$3,925 (J)	Both	All files active as of 2/09/22
	\$1,900	NJ	All files active as of 1/1/23
Pennsylvania	\$1,300	J	10/1/2008
	\$1,450	J	10/1/2011
	\$1,650	J	6/1/2012
	\$2,350	J	6/1/2012 <i>(files active as of 7/30/14)</i>
	\$2,800	J	All files active as of 12/14/2016
	\$3,200	J	All files active as of 9/11/19
	\$3,400	J	All files active as of 2/09/22
	\$3,450	J	All files active as of 1/1/23
Puerto Rico	\$1,100 <i>(add'l \$200 for third party closing)</i> <i>(add'l \$150/\$300 notary fee for completed foreclosure)</i>	J	10/1/2008
	\$1,500 <i>(add'l \$200 for third party closing)</i> <i>(add'l notary fee up to greater of \$250 or 1% of bid amount)</i>	J	1/1/2013
	\$2,050 <i>(add'l \$200 for third party closing)</i> <i>(add'l notary fee up to greater of \$250 or 1% of bid amount)</i>	J	6/1/2012 <i>(files active as of 11/17/14)</i>
	\$2,500 <i>(add'l \$200 for third party closing)</i> <i>(add'l notary fee up to greater of \$250 or 1% of bid amount)</i>	J	All files active as of 12/14/2016
	\$2,800 <i>(add'l \$200 for third party closing)</i> <i>(add'l notary fee up to greater of \$250 or 1% of bid amount)</i>	J	All files active as of 9/11/19
	\$3,025 <i>(add'l notary fee up to greater of \$250 or 1% of bid amount)</i>	J	All files active as of 2/09/22
	\$3,300 <i>(add'l notary fee up to greater of \$250 or 1% of bid amount)</i>	J	All files active as of 1/1/23



Rhode Island	\$900	NJ	10/1/2008
	\$1,300	NJ	10/1/2012
	\$1,725	NJ	6/1/2012 <i>(files active as of 11/17/14)</i>
	\$2,025	NJ	All files active as of 3/14/18
	\$2,250	NJ	All files active as of 9/11/19
	\$2,400	NJ	All files active as of 2/09/22
	\$2,500	NJ	All files active as of 1/1/23
South Carolina	\$1,050	J	10/1/2008
	\$1,450	J	10/1/2011
	\$1,650	J	6/1/2012
	\$2,200	J	6/1/2012 <i>(files active as of 11/17/14)</i>
	\$2,650	J	All files active as of 12/14/2016
	\$2,850	J	All files active as of 9/11/19
	\$3,025	J	All files active as of 2/09/22
South Dakota	\$950	J	10/1/2008
	\$1,050	J	1/1/2012
	\$1,250	J	6/1/2012
	\$1,800	J	6/1/2012 <i>(files active as of 11/17/14)</i>
	\$2,250	J	All files active as of 12/14/2016
	\$2,400	J	All files active as of 2/09/22
	\$2,500	J	All files active as of 1/1/23
Tennessee	\$600	NJ	10/1/2008
	\$900	NJ	6/1/2012
	\$1,300	NJ	6/1/2012 <i>(files active as of 11/17/14)</i>
	\$1,500	NJ	All files active as of 9/11/19
	\$1,600	NJ	All files active as of 2/09/22
	\$1,700	NJ	All files active as of 1/1/23
Texas	\$600	NJ	10/1/2008
	\$900	NJ	6/1/2012
	\$1,325	NJ	6/1/2012 <i>(files active as of 11/17/14)</i>
	\$1,625	NJ	All files active as of 3/14/18



	\$1,700	NJ	All files active as of 9/11/19
	\$1,700 (NJ) \$3,000 (Home Equity Judicial FC only)	Both	<u>Non-Judicial:</u> All files active as of 9/11/19 <u>Judicial (Home Equity only)</u> All files active as of 3/18/20
	\$1,800 (NJ) \$3,100 (Home Equity Judicial FC only)	Both	All files active as of 2/09/22
	\$1,900 (NJ) \$3,100 (Home Equity Judicial FC only)	Both	All files active as of 1/1/23
Utah	\$600	NJ	10/1/2008
	\$925	NJ	6/1/2012
	\$1,350	NJ	6/1/2012 <i>(files active as of 11/17/14)</i>
	\$1,700	NJ	All files active as of 9/11/19
	\$1,800	NJ	All files active as of 2/09/22
	\$1,900	NJ	All files active as of 1/1/23
Vermont	\$950 (Strict FC) \$1,200 (all others/judicial FC)	J	10/1/2008
	\$1,050 (Strict FC) \$1,200 (all others/judicial FC)	J	5/1/2010
	\$1,500 (FC by Sale) On Approval (Strict FC)	J	10/1/2011
	\$1,700	J	6/1/2012
	\$2,250	J	6/1/2012 <i>(files active as of 11/17/14)</i>
	\$2,700	J	All files active as of 12/14/2016
	\$3,200	J	All files active as of 9/11/19
	\$3,400	J	All files active as of 2/09/22
	\$3,550	J	All files active as of 1/1/23
Virgin Islands	\$1,100	J	10/1/2008
	\$1,800	J	1/1/2013
	\$2,250	J	All files active as of 12/14/2016
	\$2,650	J	All files active as of 9/11/2019



	\$2,825	J	All files active as of 2/09/22
	\$3,050	J	All files active as of 1/1/23
Virginia	\$600	NJ	10/1/2008
	\$925	NJ	6/1/2012
	\$1,350	NJ	6/1/2012 <i>(files active as of 11/17/14)</i>
	\$1,650	NJ	All files active as of 3/14/18
	\$1,700	NJ	All files active as of 9/11/19
	\$2,100	NJ	All files active as of 2/09/22
	\$2,300	NJ	All files active as of 1/1/23
Washington	\$675	NJ	10/1/2008
	\$1,000	NJ	6/1/2012
	\$1,500 (NJ) \$2,200 (J) <i>(e-note judicial FC only)</i>	Both	<u>Non-judicial:</u> 9/1/12 <i>(files active as of 12/11/13)</i> <u>Judicial (e-note only)</u> <i>Actions active as of, or commenced on or after, 4/30/15</i>
	\$1,500 (NJ) \$3,050 (J) <i>(e-note judicial FC only)</i>	Both	<u>Non-judicial:</u> 9/1/12 <i>(files active as of 12/11/13)</i> <u>Judicial (e-note only)</u> <i>(all files active as of 4/10/19)</i> <i>Actions active as of, or commenced on or after, 4/10/19</i>
	\$1,800 (NJ) \$3,050 (J) <i>(e-note judicial FC only)</i>	Both	<u>Non-judicial:</u> <i>(files active as of 9/11/19)</i> <u>Judicial (e-note only)</u> <i>(all files active as of 4/10/19)</i>
	\$1,925 (NJ) \$3,250 (J) <i>(e-note judicial FC only)</i>	Both	All files active as of 2/09/22
West Virginia	\$2,000 (NJ) \$3,550 (J) <i>(e-note judicial FC only)</i>	Both	All files active as of 1/1/23
	\$550	NJ	10/1/2008
	\$1,000	NJ	10/1/2012
	\$1,250	NJ	6/1/2012 <i>(files active as of 11/17/14)</i>
	\$1,450	NJ	All files active as of 9/11/19
	\$1,550	NJ	All files active as of 2/09/22
Wisconsin	\$1,600	NJ	All files active as of 1/1/23
	\$1,200	J	10/1/2008



	\$1,300	J	1/1/2012
	\$1,500	J	6/1/2012
	\$2,050	J	6/1/2012 <i>(files active as of 11/17/14)</i>
	\$2,500	J	All files active as of 12/14/2016
	\$2,600	J	All files active as of 9/11/19
	\$2,775	J	All files active as of 2/09/22
	\$2,800	J	All files active as of 1/1/23
Wyoming	\$600	NJ	10/1/2008
	\$1,000	NJ	1/1/2013
	\$1,250	NJ	6/1/2012 <i>(files active as of 11/17/14)</i>
	\$1,550	NJ	All files active as of 9/11/19
	\$1,650	NJ	All files active as of 2/09/22
	\$1,700	NJ	All files active as of 1/1/23

Mediation

Allowable Mediation Fees			
State	Maximum Fee		Session Held On or After
	1st Session	2nd Session	
Connecticut	\$800	\$425	9/22/2021
	\$700	\$375	12/1/2014
	\$400	\$225	10/1/2011 - 11/30/2014
Delaware	\$475	\$250	9/22/2021
	\$400	\$225	10/1/2011
District of Columbia	\$850	\$425	9/22/2021
	\$750	\$375	4/1/2014
Florida	\$725	\$300	9/22/2021
	\$600 ¹	\$250 ¹	10/1/2011
Illinois	\$475	\$300	9/22/2021
	\$400	\$250	10/1/2011
Indiana	\$425	\$275	9/22/2021
	\$350	\$225	10/1/2011
Kentucky	\$475	\$300	9/22/2021
	\$400	\$250	10/1/2011
Maine	\$450	\$275	9/22/2021



	\$375	\$225	10/1/2011
Maryland	\$550	\$300	9/22/2021
	\$450	\$250	10/1/2011
Michigan	\$400	\$250	9/22/2021
	\$325	\$200	10/1/2011
Missouri (St. Louis County only ⁷)	\$475	\$300	9/22/2021
	\$400	\$250	10/1/2011
Nevada	\$2,100	\$825	9/22/2021
	\$1,825	\$725	1/1/2013
	\$625	\$250	10/1/2011 - 12/31/2012
New Jersey	\$450	\$275	9/22/2021
	\$375	\$225	10/1/2011
New Mexico	\$550 ² (pre-mediation) / \$825 ³	\$375	9/22/2021
	\$500 ² (pre-mediation) / \$750 ³	\$350	9/18/2018
	\$325 ² (pre-mediation) / \$750 ³	\$200 (status conference) / \$250 (mediation)	10/1/2011
New York	\$1,100 ⁴	-	9/22/2021
	\$980 ⁴	-	8/17/2016
	\$750	\$250 ^{8,9}	9/1/2015 - 8/16/2016
	\$375	\$250	10/1/2011
Ohio	\$475	\$300	9/22/2021
	\$400	\$250	10/1/2011
Oregon	\$1,100	\$550	9/22/2021
	\$950	\$475	8/4/2013
Pennsylvania	\$800	\$425	9/22/2021
	\$700	\$375	8/1/2014
	\$350	\$225	10/1/2011 - 7/31/2014
Rhode Island	\$300 / \$175 ⁵	\$175	9/22/2021
	\$250 / \$150 ⁵	\$150	10/1/2011
Vermont	\$800	\$425	9/22/2021
	\$375	\$225	10/1/2011
Washington	\$1,050 / \$325 ⁶	\$525	9/22/2021
	\$950 / \$300 ⁶	\$475	9/1/2017
Wisconsin	\$425 / \$225 ⁵	\$275	9/22/2021
	\$350 / \$200 ⁵	\$225	10/1/2011

See footnotes on next page



Footnotes:

- ¹ Post-suit. \$0 for pre-mediation suit, including Form A
- ² Includes up to two status conferences
- ³ Includes pre-mediation phone scheduling conference
- ⁴ Flat fee for up to three settlement conferences
- ⁵ No hearing
- ⁶ Meet & confer
- ⁷ St. Louis County only: \$50 Mediation Notice + Borrower opts in; \$100 Mediation Notice + Certificate of Compliance
- ⁸ For up to three sessions
- ⁹ \$525 for 2nd mediation session prior to 8/17/2016

Miscellaneous

Allowable Miscellaneous Fees			
State	Fee Name	Maximum Fee	Effective Date Services rendered on or after
All	Deed in Lieu (Mortgage Release)	\$500 ¹	2/9/2022
		\$400 ¹	-
	Motion to Dismiss Foreclosure / Notice of Withdrawal	\$75 ²	-
		\$325 ³	9/1/2022
		\$250 ³	2/1/2020
California	Post-Sale Bid Process	greater of \$200 or 1/6 of 1% of UPB ⁷	7/1/2023
		\$100 ⁴	1/1/2021
		\$250 ⁵	
		\$350 ⁶	

Footnotes:

- ¹ Completed Deed in Lieu only
- ² Non-judicial foreclosures and judicial foreclosures pre-judgment
- ³ Judicial foreclosures pre-judgment when a hearing or combined Notice of Withdrawal and Motion to Return Original Collateral/Docs is required, or post-judgment (hearing included)
- ⁴ Review Notices of Intent to Bid ("NIB"), regardless of the number of notices received
- ⁵ Review one upset bid (includes all NIBs reviewed)
- ⁶ Review multiple upset bids (includes all NIBs reviewed)
- ⁷ Upon receipt of Notice of Intent by an eligible buyer, regardless of services performed



Revision History

Date Revised	Description/Reason for Revision
05/14/2026	<ul style="list-style-type: none"> Minor formatting updates and non-material corrections have been made. Additionally, a row for Michigan has been added to the historical foreclosure table (Page 48) reflecting allowable fees for files active as of January 1, 2025, which was inadvertently omitted in the prior version.
03/25/2026	<ul style="list-style-type: none"> Removed published SLA from Summary of Excess Fees and Costs Process section. Added footnote 13 (This fee applies only to a judicial foreclosure involving a Texas Section 50(a)(6) mortgage loan.) to the Excess Foreclosure Restart Fees matrix.
02/18/2026	Content transitioned from Adobe RoboHelp to PDF format. No content changes made.
12/01/2025	<p>Due to the change to Bankruptcy Rule 3002.1, the following items were added effective, 12/1/2025:</p> <ul style="list-style-type: none"> Response to Motion to Determine Status Allowable Fee with Maximum Fee amounts of \$125 (agreed)/\$625 (objection) Excess Fee for 2nd + Response to Motion to Determine Status with Maximum Fee amounts of \$125 (agreed)/\$625 (objection). <p>"Response to Final Cure Payment Notice" has been changed to "Response to Trustee's Notice of Disbursements Made".</p>
05/14/2025	<ul style="list-style-type: none"> Increased the Louisiana Allowable Title Search Cost from \$235 to \$265 for referrals on or after 9/1/2018 Updated guidance for Attorney fees incurred prior to successful reinstatement or payoff in the Ineligible Excess Fees and Costs section
01/01/2025	<ul style="list-style-type: none"> Increased Allowable Fees for Foreclosure, Complete Restart, Bankruptcy, Mediation, Miscellaneous, and DIL Increased Standard Excess Fee for Motions/Hearings to \$400 Increased Connecticut Motion to Re-enter Judgment and Motion to Vacate Judgment Excess Fees from \$425 to \$600 Guardian ad litem Excess Fee increased from \$350 to \$400 and was expanded to include appointment of a Curator in Louisiana. Increased Texas Deceased Borrower Excess Fees Added third Standard Excess Fees - Hearing - North Carolina of \$400 for Motion & Order for Continuance of Hearing with additional footnote 3. Added clarifying language to Complete Restart of Foreclosure Action notes regarding restarts after a previous default is cured.
05/01/2024	<ul style="list-style-type: none"> Reworded Footnote 3 in Allowable Fees and Costs - Miscellaneous - Motion to Dismiss Foreclosure/Notice of Withdrawal to clarify no additional hearing fee will be reimbursed Added Property Preservation Protective Order Fee Name with Maximum Fee amount of \$1,500 to Allowable Miscellaneous Fees for WA properties with services rendered on or after 05/01/2024 Moved Puerto Rico Property Preservation Protective Order to Allowable Miscellaneous Fees for services rendered on or after 05/01/2024 Allowable Fees and Costs - Judicial and Non-Judicial - Added "notices" to the first paragraph in the gray Note box
12/20/2023	<ul style="list-style-type: none"> Added 'Services rendered prior to 1/1/23' and 'Services rendered on or after 1/1/23' footnotes to Standard Excess Fees - Deceased Borrower section Non-Standard Excess Fees - Overview: Changed hourly rates to reflect an hourly rate of \$270 for any attorney with less than five years of experience, an hourly attorney fee rate of \$330 for any attorney with five or more years of experience, and a maximum hourly paralegal fee rate of \$100, based on Legal's fee increase effective 01/01/2024 Added 'Payoff/Reinstatement Letters' to the Ineligible Fee section with description that preparing these quotes/letters is a servicer function. (Fannie Mae Servicing Guide, Part E, Chapter 5, Sections E-5-02 through E-5-05)
10/18/2023	<ul style="list-style-type: none"> Added Mediation Standard Excess Fee of \$325 for Puerto Rico



06/28/2023	<ul style="list-style-type: none"><li data-bbox="310 142 1507 205">▪ Changed Non-Standard Excess Fee Overview language to indicate the fee amounts apply to any litigation as long as the basis of the litigation does not fall under an Ineligible reason for reimbursement.<li data-bbox="310 220 1507 283">▪ Allowable Miscellaneous Fees for the California Post-Sale Bid Process changed from flat fees of \$150, \$250, and \$350 to \$200 or .166% of UPB, whichever is greater.
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