

**DISTRICT OF COLUMBIA
DEPARTMENT OF BANKING AND FINANCIAL INSTITUTIONS**

NOTICE OF EMERGENCY RULEMAKING

The Commissioner of the Department of Banking and Financial Institutions, pursuant to the authority set forth in Mayor’s Order 2001-91, dated June 22, 2001, and Section 1406 of the Protections from Predatory Lending and Mortgage Foreclosure Improvements Act of 2000, effective April 3, 2001 (D.C. Law 13-263) (“Act”), hereby gives notice of the adoption on an emergency basis of the following amendment to Title 26A DCMR, “Banking and Financial Institutions” to add a new chapter, “Chapter 20 Real Estate Finance and Predatory Lending” in to establish rules for the Act.

This emergency rule is necessary to immediately implement protections for homeowners upon the foreclosure of their residential property. There is an immediate need to begin auditing foreclosures in the District of Columbia to ensure that foreclosures are conducted fairly and in accordance with applicable law. Additionally, emergency rules are necessary to begin the implementation of the predatory lending protections provided in order to stop predatory lending and other lending abuses that are prevalent in the District. These abuses continue to result in the loss of homes by District residents and the destabilization of District neighborhoods. Without the predatory lending protections, vulnerable District residents, such as elderly and minority residents, will continue to face the loss of their homes. The emergency rule will implement the Act’s provisions relating to the creation, administration, release, enforcement, foreclosure and auditing of real estate loans in the District of Columbia, and predatory lending protections. The forms contained in the Appendix are incorporated into this rulemaking by reference.

This emergency rule was adopted on August 31, 2001, and became effective immediately on that date. This emergency rule will expire in one hundred twenty (120) days from the effective date or upon publication of a Notice of Final Rulemaking in the D.C. Register, whichever occurs first.

CHAPTER 20

REAL ESTATE FINANCE AND PREDATORY LENDING

2000 SCOPE

2000.1 Unless specified otherwise, these regulations shall govern the creation, making, brokering, arranging, funding, administration, servicing, release, enforcement, foreclosure, and auditing of real estate loans and predatory lending protections in the District of Columbia, as governed by the Act, including the Mortgage Foreclosure Auditing Program administered by the Department of Banking and Financial Institutions (“Department”) as provided in §§ 2000.2, 2000.3, and 2000.4.

- 2000.2 The provisions contained in sections 205, 216, 222, 223, 224, 226, 230, 231, 232, 301, 307(b), 505, 601, 602, 603, 604, 701, 702, 704, 705, 706, 707, 801, 802, 901, 902, and 903 of the Act shall apply to all real estate loans made in the District for which the application for the loan was submitted or accepted on or after September 1, 2001.
- 2000.3 The provisions contained in the Act, other than the provisions referenced in § 2000.2, shall apply to all foreclosures of real estate loans made in the District for which the Notice of Commencement of Foreclosure has been recorded in the Recorder of Deeds on or after October 1, 2001.
- 2000.4 Section 101 of the Act shall be effective beginning on September 1, 2001.
- 2000.52 The Act requires the completion of forms or other documents for certain activities covered by the Act. Those requirements may be satisfied through the use of the authorized forms included herein.

2001 HOME LOAN; HOME LOAN ADJUSTED RATE; AND HOME LOAN REFERENCE RATE

- 2001.1 The term “home loan” as defined in Section 101(12) of the Act, identifies those real estate loans secured by residential lien instruments encumbering residential real property that will be subject to the predatory lending provisions in Sections 601 through 604 of the Act and may be subject to the expedited hearing provisions in Sections 801 and 802 of the Act and the judicial foreclosure provisions in Sections 701 through 707, 901, 902 and 903 of the Act.
- 2001.2 A loan shall qualify as a home loan if:
- (a) The owner of the residential real property securing the loan is one (1) or more individuals;
 - (b) The residential real property securing the loan is improved with a one 1 to four 4 family dwelling;
 - (c) The residential real property securing the loan is occupied by the Owner as his principal dwelling; and
 - (d)(1) If the primary purpose of the loan is for any combination of purchasing, refinancing, or additional financing of property or improving an existing structure on property, the
 - (A) Principal amount of the note secured by a first lien does not exceed the current Freddie Mac/Fannie Mae conforming loan limit; or

(B) Sum of the principal amount of note secured by a subordinate lien other than a first lien, plus the sum of the unpaid balances of all other senior priority liens for any combination of purchasing, refinancing, or additional financing of property or improving an existing structure on property does not exceed the current Freddie Mac/Fannie Mae conforming loan limit for first lien conventional loans; or

(2) Where the assessed value of the owner's principal dwelling encumbered by the lien instrument is one million dollars (\$ 1,000,000) or less, and

(A) The loan is evidenced by an obligation other than a note, e.g., a guaranty, indemnity, or surety bond;

(B) The loan is secured by liens on real property or personal property in addition to real property and related personal property which is the owner's principal dwelling, e.g., the residential lien instrument secures additional collateral for a loan secured by other real or personal property; or

(C) The owner of the residential real property is a co-maker, accommodation party or guarantor of a note which proceeds are advanced for a primary purpose other than the purchase, additional finance, refinance or improvement of the property and related personal property.

2001.3 The failure to satisfy any one of the four (4) primary elements shall prevent a loan from being a home loan. A loan secured by a lien encumbering the owner's principal dwelling that serves as security or additional security for another loan or a commercial loan may be a home loan.

2001.4 The following types of loans shall not be considered a home loan even if the loan meets all of the four (4) primary elements of § 2001.2:

- (a) A home equity conversion mortgage or a reverse mortgage;
- (b) A construction loan for the initial construction of one (1) or more single-family dwellings;
- (c) A loan secured by a purchase money lien instrument encumbering the owner's principal dwelling;
- (d) A loan secured by the owner's principal dwelling, where the primary purpose of loan is for refinancing or additional financing with or without

improving the owner's principal dwelling and where the "home loan adjusted rate" is equal to or less than the "home loan reference rate," excluding any loan where the first interest rate adjustment or principal and interest payment amount adjustment is permitted before the fifth anniversary of the date of the note. However, any "adjustable rate mortgage" where the first interest rate adjustment or principal and interest payment amount adjustment is permitted before fifth anniversary of the date of the note cannot qualify for this exemption.

- (e) A first lien loan and second lien loan created simultaneously in the same transaction and secured by the owner's principal dwelling, where the primary purpose of loan is for refinancing or additional financing with or without improving the owner's principal dwelling and where the average "home loan adjusted rate" for both loans is equal to or less than the "home loan reference rate," excluding any loan where the first interest rate adjustment or principal and interest payment amount adjustment is permitted before the fifth anniversary of the date of the note. However, any "adjustable rate mortgage" where the first interest rate adjustment or principal and interest payment amount adjustment is permitted before the fifth anniversary of the date of the note cannot qualify for this exemption.

The following provides an example for calculating the average home loan adjusted rate:

Assuming that the home loan adjusted rate for the first loan ("FL") is seven percent (7%) and for the second loan ("SL") is eight percent (8%), respectively, and the principal balance for the first loan ("FLPB") is one hundred sixty thousand dollars (\$160,000) and the second loan ("SLPB") is forty thousand dollars (\$40,000), respectively, then the average home loan adjusted rate is as follows:

$$\textit{Expressed as a formula: } \frac{(\text{FL} \times \text{FLPB}) + (\text{SL} \times \text{SLPB})}{\text{FLPB} + \text{SLPB}}$$

$$\textit{Example: } \frac{(7\% \times \$160,000) + (8\% \times \$40,000)}{\$200,000} = 7.2\%$$

- (f) A loan made and serviced in conformity with the underwriting guidelines and servicing procedures of Freddie Mac or Fannie Mae, and at the time the loan is made, the mortgage lender intends that the loan will be purchased by, and delivered to, Freddie Mac or Fannie Mae. Any loan not actually purchased by Freddie Mac or Fannie Mae shall not be exempted under this subsection;

- (g) A loan made, guaranteed, or insured in whole or in part by agencies of the U.S. Government, the District of Columbia, or any state or municipal government;
- (h) A loan made in conformity with a documented loan program of Freddie Mac, Fannie Mae, a Federal Home Loan Bank, a similar, national, secondary-market making organization regulated or controlled by the United States, an insured depository institution, a residential mortgage originator or purchaser licensed under the D.C. Mortgage Lenders and Brokers Act of 1996, effective September 9, 1996 (D.C. Law 11-155; D.C. Code § 26-1001 et seq.), which loan program has been reviewed and approved by the Mayor, under Section 1409 of the Act, for the purposes of creating an exemption under Section 101(12)(B)(viii) of the Act;
- (i) A loan which is a home equity line of credit loan, commonly referred to as a “home equity loan,” where the principal amount can be re-advanced, that satisfies all the following conditions:
 - (1) The deed of trust or mortgage is a credit line deed of trust, as defined in Section 2(1) of the Real Property Credit Line Deed of Trust Act of 1987, effective January 28, 1988 (D.C. Law 7-67; D.C. Code § 42-2301 et seq. (2001 ed.)) (“Deed of Trust Act”), for single family residential property, as defined in Section 2(3) of the Deed of Trust Act, and complies with the notice requirements in Section 3 of the Deed of Trust Act;
 - (2) No “origination/discount points and fees,” as defined in Section 101(29A) of the Act, were charged to any borrower or owner of the residential real property; except the following charges are expressly excluded from this limitation, i.e., (a) any transfer and recordation taxes applicable to the residential lien instrument, (b) any charge described in subsection (i), (iii), (iv), or (v) of section 226.4(c)(7) of Title 12 of the Code of Federal Regulations, and (c) a loan origination, document preparation, underwriting, or processing fee, however designated, that does not exceed the greater of (I) one percent (1%) of the total home equity loan amount, or (II) five hundred dollars (\$500) or such greater amount established by the Mayor by regulation;
 - (3) The home equity loan is prepayable at any time without additional cost, fee or premium; provided, that a lender which did not collect all of the charges for creating the home equity loan allowed in clause (ii) above, shall not be prevented from collecting some or all of those charges if the borrower voluntarily terminates the home equity loan before thirty-six (36) months after the creation of the home equity loan; and

- (4) Interest on the home equity loan accrues and is charged only on the unpaid principal balance, calculated daily;
- (j) A loan, commonly referred to as a “bridge loan”, that satisfies all of the following conditions:
 - (1) The note evidencing the bridge loan is secured by a single residential lien instrument or two (2) residential lien instruments that encumber at all times two (2) residential real properties, one of which is purchased by the borrower simultaneously with the funding of the loan and is located in the District of Columbia;
 - (2) The stated term and maturity of the note evidencing the bridge loan is not more than one (1) year;
 - (3) No “origination/discount points and fees,” as defined in Section 101(29A) of the Act, were charged to any borrower or owner of the residential real properties;
 - (4) The bridge loan is prepayable at any time without additional cost, fee or premium; and
 - (5) Interest on the bridge loan accrues and is charged only on the unpaid principal balance, calculated daily; or
 - (k) A loan where the assessed value of the owner’s principal dwelling encumbered by the lien instrument exceeds one million dollars (\$ 1,000,000), and:
 - (1) The loan is evidenced by an obligation other than a note, e.g., a guaranty, indemnity, surety bond, etc.;
 - (2) The loan is secured by liens on real property or personal property in addition to real property or related personal property which is the owner’s principal dwelling, e.g., the residential lien instrument secures additional collateral for a loan secured by other real or personal property; or
 - (3) The owner of the property is a co-maker, accommodation party or guarantor of a note which proceeds are advanced for a primary purpose other than the purchase, additional finance, refinance or improvement of the property and related personal property.

2001.5

The term “home loan adjusted rate” as defined in Section 101(13) of the Act, provides a stabilized yield on a residential loan, and shall be expressed as an

annual percentage, that incorporates the effect of the total origination points and fees and the total discount points and fees charged by the noteowner, mortgage broker and mortgage lender for originating the loan and reducing the stated interest rate on the loan, and then reduces such stabilized yield by one hundred (100) basis points one hundred twenty-five (125) basis points, depending on whether the loan is a fixed-rate mortgage or an adjustable rate mortgage. This yield calculation shall be made as of the date the interest rate was agreed upon by the borrower and lender. The home loan adjusted rate shall be used to measure the total cost (yield) of the loan, not just part of the points and fees charged, and then reduce such total cost by one hundred (100) or one hundred twenty-five (125) basis points to allow for variances in loan programs.

2001.6 With respect to a less than five (5) year adjustable rate mortgage, the “home loan adjusted rate” (“HLAR”) shall be the lower of the following two options:

- (1) The “annual percentage rate” (“APR”) of the loan, as determined under the Truth-in-Lending law, less one and a quarter percent (1.25%); or
- (2) The annual interest rate of the loan’s adjustable rate mortgage index (“Index Rate”) on the date the interest rate was agreed upon by the borrower and lender, plus the fixed margin amount specified in the note (“Margin”) and added to the adjustable rate mortgage index in the future to adjust the interest rate, plus the product of thirty-five (35) basis points times the origination/discount points and fees, less one and a quarter percent (1.25%).

Expressed as a formula: HLAR = lesser of (APR - 1.25%) or [(Index Rate + Margin + (0.35 x Total Pts.) - 1.25%)]

Example: If a three (3) year adjustable rate mortgage has an APR of eight and fifteen hundredths (8.15%) and is priced using the yield on three (3) year U.S. Treasury securities (estimated at four and three quarters percent (4.75%) Index Rate) with a fixed Margin adjustment of two hundred seventy-five (275) basis points and total origination points and fees of two (2) points without any discount points and fees, the HLAR would be calculated as follows:

$$\text{HLAR} = \text{lesser of } (8.15\% - 1.25\%) \text{ or } [4.75\% + 2.75\% + (0.35 \times 2.00) - 1.25\%]$$

Since 6.90% is less than 6.95%, the HLAR is 6.90%.

2001.7 With respect to a five (5) year and longer adjustable rate mortgage or a five (5) year and longer fixed-rate mortgage, the HLAR shall be the lower of the following two (2) options:

- (1) The APR of the loan, as determined under the Truth-in-Lending Act, 15 U.S.C. § 1601-1666, less one percent (1.00%); or
- (2) The annual interest rate stated in the note (“Stated Rate”), plus the product of twenty-five (25) basis points times the origination/discount points and fees, less one percent (1.00%).

Expressed as a formula: $HLAR = \text{lesser of } (APR - 1.00\%) \text{ or } [(Stated Rate + (0.25 \times Total Pts.) - 1.00\%)]$

Example: If a fifteen (15) year fixed-rate mortgage has an APR of seven and three quarters percent (7.75%) and is priced at a stated annual interest rate six and nine hundred and five thousandths percent (6.905%) based on total origination points and fees of two (2) points and total discount points and fees of one and one-half percent (1.5%), the HLAR would be calculated as follows:

$HLAR = \text{lesser of } (7.75\% - 1.00\%) \text{ or } [6.90\% + (0.25 \times 3.50) - 1.00\%]$
 Since 6.75% is less than 6.78%, the HLAR is 6.75%.

- 2001.8 The term “home loan reference rate” (“HLRR”), as defined in Section 101(14) of the Act, provides the average stabilized yield on a residential loan originated in the northeast region of the United States, and shall be expressed as an annual percentage, that incorporates the effect of the total origination points and fees and the total discount points and fees charged by the noteowner, mortgage broker and mortgage lender for originating the loan and reducing the stated interest rate on the loan, as updated and reported weekly by Freddie Mac in its “Primary Mortgage Market Survey” (“Freddie Mac PMMS”).
- 2001.9 The “home loan reference rate” shall be calculated as of the date the interest rate was agreed upon by the borrower and lender using the Freddie Mac PMMS weekly report most recently available on or prior to the date the interest rate was agreed upon by the borrower and lender. For example, if the interest rate is agreed upon on May 9, 2001, the weekly report for May 3, 2001 shall be used. If the interest rate is agreed upon on May 10, 2001, the weekly report for May 10, 2001 shall be used if it is released and published on the Internet on May 10, 2001 or if the May 10, 2001 weekly report is not released and published on the Internet on May 10, 2001, then the May 3, 2001 report shall be used. Mortgage brokers and lenders shall keep a written record of the date of the Freddie Mac PMMS weekly report used to calculate the HLRR, if that is the basis of an exemption for the specific residential loan not being a home loan.
- 2001.10 The determination of the HLRR is calculated by adding (i) the applicable thirty (30) Yr. Rate, and (ii) twenty-five (25) basis points times the applicable Fees & Pts. Calculations shall be made to the nearest one-hundredth of one percent (.01%).

Expressed as a formula: $HLRR = 30\text{-Yr. Rate} + (0.25\% \times \text{Fees \& Pts.})$

Example: Using the Freddie Mac PMMS for May 10, 2001, the thirty (30) Yr. Rate is seven and nine hundredths percent (7.09%) and the Fees & Pts. Are 1.1. Therefore:

$HLRR = 7.09\% + (0.25\% \times 1.1) = 7.09\% + 0.28\% = 7.37\%$.

2002 INFORMATION FORM

- 2002.1 The requirement that an information form be filed with every lien instrument that encumbers residential real property and be recorded among the land records of the District of Columbia by the Recorder of Deeds, including amendments, modifications or supplements that alter any financial term in the note, mortgage or deed of trust, shall be satisfied by completing and filing the authorized Information Form as attached to the Appendix as Form 205(b).
- 2002.2 If a completed information form is not attached to a lien instrument encumbering residential real property within the time periods and under the limitations provided in Section 205(f) of the Act, such lien instrument shall not be foreclosed using a power of sale foreclosure and may be foreclosed only by judicial foreclosure.

2003 INFORMATION FORM INSTRUCTIONS

- 2003.1 The Information Form (Form 205(b)) has six (6) parts that shall be completed in order to satisfy the requirements of section 205 of the Act.
- 2003.2 The six (6) parts of the Information Form may be executed separately and assembled by the Title Company or person handling the loan settlement.
- 2003.3 The noteowner or noteowner's agent is the person primarily responsible for the completion and attachment of the Information Form to every residential lien instrument.
- 2003.4 The noteowner or noteowner's agent shall complete the Form 205(b) General.
- 2003.5 The person who completes Form 205(b) General shall promptly provide copies of the completed form to each person related to the residential lien instrument and/or residential real property upon receiving a request from such persons.
- 2003.6 Every mortgage broker, mortgage lender or seller who is originating or placing a loan secured by a lien instrument encumbering residential real property in the District of Columbia shall complete, execute and acknowledge a Form 205(b) Mortgage Broker/Lender Certification and Signature Page to Information Form

and deliver it to the title company or person handling the loan settlement for attachment to the Form 205(b) General.

- 2003.7 The mortgage broker, mortgage lender or seller shall promptly provide copies of the completed form to each person related to the residential lien instrument and/or residential real property promptly upon receiving a request from such persons.
- 2003.8 Every mortgage broker or mortgage lender who is claiming an exemption from the license requirement under Section 3 of the Mortgage Lenders and Brokers Act of 1996, effective September 9, 1996 (D.C. Law 11-155; D.C. Code § 26-1001 et seq.) or under Federal law, shall complete, execute and acknowledge a Form 205(b) Mortgage Broker/Lender License Exemption Certification to Information Form and deliver it to the title company or person handling the loan settlement for attachment to the Form 205(b) General.
- 2003.9 The mortgage broker or mortgage lender shall promptly provide copies of the completed form to each person related to the residential lien instrument and/or residential real property upon receiving a request from such persons.
- 2003.10 The noteowner or noteowner's agent for the noteowner who is the original owner of the note secured by a lien instrument encumbering residential real property in the District of Columbia shall complete, execute and acknowledge a Form 205(b) Noteowner or Noteowner's Agent Certification and Signature Page to Information Form and deliver it to the title company or person handling the loan settlement for attachment to the Form 205(b) General.
- 2003.11 The noteowner or noteowner's agent shall promptly provide copies of the completed form to each person related to the residential lien instrument and/or residential real property promptly upon receiving a request from such persons.
- 2003.12 If the noteowner or noteowner's agent has checked the "NO" line in item 6(b) of the Form 205(b) Noteowner or Noteowner's Agent Certification and Signature Page to Information Form to indicate that the lien instrument does not secure a home loan, then the noteowner or noteowner's agent shall complete, execute and acknowledge a Form 205(b) Noteowner or Noteowner's Agent Home Loan Exemption Certification to Information Form and deliver it to the title company or person handling the loan settlement for attachment to the Form 205(b) General.
- 2003.13 The noteowner or noteowner's agent shall promptly provide copies of the completed form to each person related to the residential lien instrument and/or residential real property promptly upon receiving a request from such persons.
- 2003.14 The borrower under the loan or owner of the residential real property in the District of Columbia encumbered by the lien instrument shall complete, execute and acknowledge a Form 205(b) Borrower or Owner Certification and Signature

Page to Information Form and deliver it to the title company or person handling the loan settlement for attachment to the Form 205(b) General.

2003.15 The borrower or owner shall promptly provide copies of the completed form to each person related to the residential lien instrument and/or residential real property upon receiving a request from such persons.

2004 AUTHORIZED LIEN INSTRUMENT FORMS

2004.1 All notes secured by a deed of trust or mortgage on real property in the District of Columbia may be transferred by recording a certificate of transfer in the Recorder of Deeds office. The authorized Certificate of Transfer Form, attached in the Appendix as Form 208(f), shall be used to satisfy the requirements in Section 208 of the Act.

2004.2 All lien instruments securing a note that has been fully paid or fully satisfied or cancelled may be released as a lien on the real property in the District of Columbia by recording a Note Affidavit and the original note in the Recorder of Deeds office. The authorized Note Affidavit Form, attached in the Appendix as Form 218(b), shall be used to satisfy the requirements in Section 218(a) of the Act.

2004.3 A lien instrument securing a note that has been fully paid or fully satisfied or cancelled may be released as a lien on the real property in the District of Columbia by recording a certificate of satisfaction in the Recorder of Deeds office. The authorized Certificate of Satisfaction Form, attached in the Appendix as Form 218(d), shall be used to satisfy the requirements in Section 218(c) of the Act.

2004.4 A lien instrument securing a note which has been partially paid or partially satisfied or partially cancelled in a manner sufficient to entitle the owner to a release of a portion of the real property encumbered by the lien instrument may be released as a lien on the portion of real property in the District of Columbia by recording a Certificate of Partial Satisfaction in the Recorder of Deeds office. The authorized Certificate of Partial Satisfaction Without Note Attached Form, attached in the Appendix as Form 218(f), shall be used to satisfy the requirements in Section 218(e) of the Act.

2004.5 A lien instrument securing a lost, misplaced, or destroyed note which has been fully paid and satisfied or cancelled may be released as a lien on the real property in the District of Columbia by recording a release affidavit in the Recorder of Deeds office. The authorized Release Affidavit for Lost, Misplaced or Destroyed

Note Form, attached in the Appendix as Form 218(h), shall be used to satisfy the requirements in Section 218(a) of the Act.

2005 **SCHEDULE OF TRUSTEE AND ASSIGNEES FOR FORECLOSURE COMMISSIONS AND COMPENSATION**

2005.1 For all foreclosures conducted in the District of Columbia, no trustee or assignee for foreclosure may charge the borrower, owner and subordinate interest holder or receive from them more than the amounts provided in the Schedule of Trustee and Assignee for Foreclosure Commissions and Compensation provided in the Appendix as Form 309.

2006 **NOTICE OF COMMENCEMENT OF FORECLOSURE FORM**

2006.1 The authorized Notice of Commencement of Foreclosure Form, attached in the Appendix as Form 502, shall be used to comply with the requirement in Section 502(c) of the Act that all foreclosure sales conducted under a power of sale contained in any lien instrument in the District of Columbia shall require the mailing, and the service of a Notice of Commencement of Foreclosure (Form 502) and the recording of the Notice of Commencement of Foreclosure (Form 502) in the Recorder of Deeds office.

2006.2 The attachments required to be sent with the Notice of Commencement of Foreclosure (Form 502) pursuant to § 502(d) of the Act shall not be required to be recorded with the Notice of Commencement of Foreclosure (Form 502) which is recorded in the Recorder of Deeds office.

2006.3 The title commitment attached to the Notice of Commencement of Foreclosure (Form 502) is for informational purposes only. No person is entitled to rely upon such title commitment except the person who requested and paid for the commitment and liability thereunder to such a person shall be as provided in the title commitment.

2007 **AFFIDAVIT OF LOST NOTE AND INDEMNIFICATION, STATEMENT OF DEBT AFFIDAVIT, AND NOTICE OF OWNERS AND BORROWERS RIGHTS FORMS**

2007.1 The authorized Affidavit of Lost Note and Indemnification Form, attached in the Appendix as Form 502(b)(3), shall be used to comply with the requirement in Section 502(d) of the Act that each Notice of Commencement of Foreclosure sent to a borrower or owner in the District of Columbia shall include the note or a lost note affidavit.

2007.2 The authorized Statement of Debt Affidavit Form, attached in the Appendix as Form 502(d)(2), shall be used to comply with the requirement in Section 502(d) of the Act that each Notice of Commencement of Foreclosure sent to a borrower or owner in the District of Columbia shall include a statement of debt affidavit by the noteowner or obligee.

2007.3 The authorized Notice of Owners and Borrowers Rights Form, attached in the Appendix as Form 502(d)(4), shall be used to comply with the requirement in Section 502(d) of the Act, for all residential lien instruments or lien instruments securing a home loan in the District of Columbia, the Notice of Commencement of Foreclosure sent to a borrower or owner shall include a notice of the owner's and borrower's rights upon the commencement of foreclosure.

2008 ADDITIONAL HOME BORROWER

2008.1 A lender shall not include an additional home borrower in underwriting a home borrower's ability to repay the home loan unless the lender separately obtains from the additional home borrower a confirmation in writing to the lender of such additional home borrower's expectation and commitment to make or substantially contribute to the scheduled payments and escrow payments for the home loan.

2008.2 An additional home borrower shall include, but is not limited to, a co-borrower, accommodation party, guarantor, indemnitor, and any person who is or will be directly liable to the lender for the repayment of the home loan.

2008.3 In underwriting an additional home borrower, the lender shall verify the additional home borrower's current and expected income, current obligations, employment status and other financial resources.

2008.4 The additional home borrower's equity in any residential real property owned and occupied by the additional home borrower may not be used to provide credit support for the home loan.

2008.5 An additional home borrower should execute the note with a clear statement of the capacity the additional home borrower is signing in, e.g., co-maker, accommodation party, guarantor, etc. There should be no uncertainty in the home loan documents of the additional home borrower's liability for the home loan.

2009 PRESUMPTION OF ABILITY TO PAY

[RESERVED]

2010 REFINANCING WITHIN EIGHTEEN MONTHS

2010.1 If any portion of the new home loan is used to pay-off or pay any portion of the principal balance of an existing lien instrument encumbering the residential real property, the new home loan shall be subject to Section 601(c) of the Act.

2011 LENDER ENCOURAGES OR RECOMMENDS DEFAULT ON EXISTING LOAN

2011.1 No lender shall encourage or recommend that a home borrower default on an existing loan or other debt.

2011.2 For purposes of Section 2011.1, “default” shall include failure to make any payment when due, without relying on a grace period or late payment period, or failure to perform all the terms and conditions of such existing loan or other debt.

2011.3 A lender shall not encourage or recommend any action by the home borrower on existing loans or other debt that will create a risk of materially reducing the home borrower’s credit rating, unless there are compelling reasons to do so.

2012 OVERCHARGING FOR A HOME LOAN

2012.1 The annual percentage rate of a loan shall not be deemed substantially greater than the annual percentage rate that the home borrower would have other qualified if the annual percentage rate is not more than three percent (3%) than the annual percentage rate of a similar loan product available with another lender. As used in § 2012.1, loan products are similar if they have substantially similar interest rates and fees, loan amounts, loan terms, loan-to-value ratios, underwriting guidelines, type of collateral, lock-in period, and borrower’s creditworthiness.

2013 SENDING OF “RED FLAG” WARNING NOTICE

2013.1 The “Red Flag” Warning Notice, attached in the Appendix as Form 601(j), shall be used to comply with the notice requirement established in Section 601(j) of the Act.

2013.2 The requirement of sending Form 601(j) shall be satisfied if a mortgage broker, mortgage lender or other person sends the disclosure notice to the home borrower, whether or not it is sent on behalf of a specific lender.

2013.3 The sending of the “Red Flag” Warning may be by any means which will reasonably assure receipt by the home borrower, including but not limited to,

personal delivery, facsimile delivery, delivery in electronic format over the Internet, or regular, certified or registered U.S. Mail with postage prepaid and a return receipt for certified or registered U.S. Mail. Unless the lender has been requested to send the disclosure notice to a different address by the home borrower, the “Red Flags” Warning shall be sent to the home borrower’s address or facsimile number as listed on the home loan application.

2014 EXTENSION OPTION FOR CERTAIN BALLOON LOANS

2014.1 The following example shall be used as guidance for the required extension option provided in Section 601(l) of the Act:

A home loan closed and funded on July 1, 2001 has an initial principal amount of two hundred fifty thousand dollars (\$250,000), a twelve percent (12%) interest rate, scheduled monthly payments of principal and interest of two thousand six hundred thirty-three dollars and six cents (\$2,633.06) based on a twenty-five (25) year amortization schedule, excluding mortgage insurance premiums and escrow deposits for real estate taxes and property insurance premiums, and the lender’s option to accelerate the maturity upon six (6) months’ notice anytime after July 1, 2008, the seventh anniversary of the date of the note. Such a home loan must include the extension option described in Section 601(l) of the Act. The maximum amount of the scheduled payments of principal and interest during the extension option, excluding mortgage insurance premiums and escrow deposits for real estate taxes and property insurance premiums, is \$2,633.06 times $[1 + (84 \text{ monthly payments times } 0.0008333)]$ or two thousand eight hundred seventeen dollars and thirty-seven cents (\$2,817.37) per month. This equals approximately a one percent (1%) per annum increase in the allowable scheduled monthly payments of principal and interest. The maximum remaining term ends on July 1, 2036. Assuming the lender exercises the acceleration option effective July 1, 2008 and increased the scheduled payments the maximum amount while extending the maturity date until July 1, 2036, the new interest rate on the home loan would be fourteen and twenty-six hundredths percent (14.26%). If the original home loan had originally scheduled payments of principal and interest of two thousand five hundred seventy-one dollars and fifty-three cents (\$2,571.53) based on a thirty (30) year amortization schedule with all the other terms being the same, assuming the lender exercises the acceleration option effective July 1, 2008 and increased the scheduled payments the maximum amount while extending the maturity date until July 1, 2036, the new scheduled payments would be two thousand seven hundred fifty-one dollars and fifty-four cents (\$2,751.54) and the new interest rate on the home loan would be thirteen and thirty-nine hundredths percent (13.39%). If the lender waited until after the

seventh anniversary of the note to accelerate the maturity, no further increase in the scheduled payment would be permitted.

2015 PREDATORY LENDING VIOLATIONS AND REMEDIES

- 2015.1 The Mayor, the Corporation Counsel, or any home borrower to a home loan seeking recovery for a lender’s violation of Section 601 of the Act, shall file a civil complaint in the Superior Court of the District of Columbia in accordance with the D.C. Superior Court Rules of Civil Procedure.
- 2015.2 The home loan shall not be required to be in default or in foreclosure in order for a complaint to be filed pursuant to Section 2015.1.
- 2015.3 No action shall be brought pursuant to Section 2015.1 more than eighteen (18) months after a home loan is paid or otherwise resolved.
- 2015.4 The limitation on punitive damages in Section 602(d)(5) of the Act shall not apply to predatory acts committed on or after July 3, 2002.

2016 ACTIONS AGAINST PERSONS WHO ACTUALLY CONDUCTED SETTLEMENT OF A HOME LOAN

- 2016.1 The person who actually conducts settlement for a home loan shall put in writing all fees and costs paid by the home borrower and identify the services to be performed by the person actually conducting the settlement for such fees and costs.
- 2016.2 A settlement statement, Form HUD-1 or equivalent, shall satisfy the requirement in Section 2016.1 if it fully discloses the fees and costs and services to be performed and is signed by the home borrower.

2017 REGULATION OF PREDATORY LENDING ACTIVITIES

- 2017.1 The Commissioner may initiate an investigation of any person or entity if the Commissioner has reasonable cause to believe that the person or entity has engaged, is engaging, or may engage in one or more of the prohibited predatory lending activities as defined in Section 601 of the Act.
- 2017.2 All investigations shall be conducted in conformity with the requirements of D.C. Code § 26-702.01 (2001 ed.).
- 2017.3 Following completion of an investigation, the Commissioner may issue a final or temporary cease and desist order; assess penalties and fines; or enter into a formal agreement of voluntary compliance upon a finding that the person or entity has engaged, is engaging, or may engage in one or more of the prohibited activities defined in section 601 of the Act.

2017.4 In determining the enforcement action under § 2017.3, the Commissioner may consider factors including, but not limited to, the following:

- (a) The nature and extent of the violation;
- (b) The harm incurred by the borrower;
- (c) The intent of the lender at the time of the alleged violation;
- (d) The amount of restitution provided by the lender;
- (e) The steps taken to cure the harm done;
- (f) The actions or inaction on the part of the lender; and
- (g) The actions on the part of the borrower.

2017.5 Any findings by the Commissioner of violations under section 601 of the Act shall be referred to the District of Columbia Office of the Corporation Counsel for further review and determination.

2018 JUDICIAL FORECLOSURE FORMS

2018.1 A borrower whose home loan is being foreclosed may request that the trustee or assignee for foreclosure pursue judicial foreclosure by using the authorized Demand For Judicial Foreclosure Form, attached in the Appendix as Form 702.

2018.2 A noteowner, beneficiary, mortgagee, or secured party responding to the borrower's request described as Section 2017.1 in writing within ten (10) days of receipt of the borrower's request and choosing to accept the borrower's request and pursue a judicial foreclosure, may use the authorized Notice of Acceptance to Pursue Judicial Foreclosure Form, attached in the Appendix as Form 705(1).

2018.3 A noteowner, beneficiary, mortgagee, or secured party responding to the borrower's request described as Section 2017.1 in writing within ten (10) days of receipt of the borrower's request and choosing to accept the borrower's request for judicial foreclosure, may use the authorized Notice of Failure to Satisfy Required Conditions Form, attached in the Appendix as Form 705(2) if the borrower has failed to satisfy the required conditions.

2018.4 A noteowner, beneficiary, mortgagee, or secured party responding to the borrower's request described as Section 2017.1 in writing within ten (10) days of receipt of the borrower's request and choosing to deny the request and to seek an expedited hearing to determine if the requesting borrower is entitled to judicial foreclosure may use the authorized Notice of Denial and Seeking of Expedited Hearing Form, attached in the Appendix as Form 705(3).

2018.5 A noteowner, beneficiary, mortgagee, or secured party responding to the borrower's request described as Section 2017.1 in writing within ten (10) days of receipt of the borrower's request and choosing to deny the request and to proceed with a power of sale foreclosure may use the authorized Notice of Denial and Proceeding With Power of Sale Foreclosure (Because Information Form Was Filed or Because Loan Was Not a Home Loan) Form, attached in the Appendix as Form 705(4).

2019 JUDICIAL FORECLOSURE PETITION FORM

2019.1 The authorized Judicial Foreclosure Petition Form, attached in the Appendix as Form 901, shall be completed and filed in order to commence a judicial foreclosure to foreclose a lien instrument pursuant to Section 901 of the Act.

2020 FORECLOSURE SALE FORMS AND INSTRUCTIONS

2020.1 The authorized Memorandum of Foreclosure Sale Form is attached in the Appendix as Form 1104(b) shall be used to satisfy the requirements in Section 1104(b) of the Act.

2020.2 The trustee/assignee or the attorney representing the trustee/assignee shall be responsible for drafting and sending the Memorandum of Foreclosure Sale to the accepted bidder, auctioneer and any attorney who represents the accepted bidder, within ten (10) days of the conclusion of the foreclosure sale auction.

2020.3 The accepted bidder and auctioneer shall review, sign and return the Memorandum of Foreclosure Sale to the trustee or assignee within ten (10) days of receipt from the trustee/assignee or his or her attorney.

2020.4 The Memorandum of Foreclosure Sale completed pursuant to Section 2020.1 shall be sent to the accepted bidder, auctioneer, and any attorney who represents the accepted bidder by first class mail, postage prepaid, or by hand-delivery.

2020.5 The Memorandum of Foreclosure Sale shall contain the following information:

- (a) The accepted bidder's name and address; type of entity; and social security number or Internal Revenue Service tax identification number;
- (b) The name, address, and telephone number of the contact person for the accepted bidder;
- (c) The trustee's name;
- (d) The auctioneer's name and District of Columbia license number;
- (e) The accepted bid price;

- (f) The amount of deposit paid by the accepted bidder to the trustee or assignee for foreclosure;
- (g) The date, time and location of the foreclosure sale auction; and
- (h) Such other information required by the auctioneer.

2020.6 A Memorandum of Foreclosure Sale shall be deemed incomplete if it fails to contain any of the information required in Section 2019.5.

2020.7 The Memorandum of Foreclosure Sale shall be deemed final and complete upon review and signature by the trustee/assignee, auctioneer, accepted bidder, and any attorney who represents the parties.

2020.8 A final and complete Memorandum of Foreclosure Sale shall constitute a binding agreement upon the accepted bidder, auctioneer, and trustee/assignee.

2020.9 No oral or written communications shall be incorporated by reference into the Memorandum of Foreclosure Sale unless specified in writing and agreed upon by the accepted bidder, auctioneer, and trustee/assignee.

2020.10 No amendment or revision shall be made to the Memorandum of Foreclosure Sale unless specified in writing and agreed upon by the accepted bidder, auctioneer, and trustee/assignee.

2020.11 Failure to comply with the terms of the Memorandum of Foreclosure Sale may constitute a breach of the agreement. Any party may seek monetary damages, rescission, specific performance, injunctions or any other relief that may be appropriate by filing a petition in the Civil Division of the Superior Court of the District of Columbia.

2021 CANCELLATION OF A FORECLOSURE SALE

2021.1 A noteowner, beneficiary, trustee, mortgagee, secured party, or assignee for foreclosure may cancel a foreclosure sale by using the authorized Notice of Cancellation of Foreclosure Sale (Specific Reason) Form, attached in the Appendix as Form 1108/1109.

2022 AUDIT OF FORECLOSURE SALE

2022.1 Within ninety (90) days from the conclusion of the foreclosure sale auction, the trustee or assignee shall send to the Auditor the following documents:

- (a) The original note certified by the noteowner. If the original note is unavailable, the trustee or assignee may send, as a substitute, a copy of the

original note certified by the noteowner with a lost note affidavit and indemnity by the noteowner of the borrower, homeowner and trustee or assignee for foreclosure on a form approved by the Auditor;

- (b) The original recorded lien instrument and all amendments to the recorded lien instrument. If the original recorded lien instrument is unavailable, the trustee or assignee may send, as a substitute, a copy of the recorded lien instrument and all amendments evidencing their recordation among the land records as certified by the Recorder of Deeds;
- (c) The original recorded deeds of appointment of substitute trustee, resignations of trustee, or assignments for foreclosure. If the original recorded deed is unavailable, the trustee or assignee may send, as a substitute, a copy of the recorded deeds of appointment of substitute trustee, resignations of trustee, or assignment for foreclosure evidencing their recordation among the land records as certified by the Recorder of Deeds;
- (d) A copy of the Notice of Commencement of Foreclosure and a copy of any documents sent to the borrowers, homeowner, or subordinate interest holders, including their names and addresses used for mailing;
- (e) A title search of the real property updated through the date of the foreclosure sale auction. The title search must be in the form of an American Land Title Association commitment for title insurance;
- (f) An affidavit of mailing certifying that the Notice of Commencement of Foreclosure was mailed to or served on the borrowers, homeowners, and subordinate interest holders;
- (g) An affidavit of service certifying that the Notice of Commencement of Foreclosure was recorded with the Recorder of Deeds;
- (h) A copy of the foreclosure sale advertisement;
- (i) A certificate of publication from the newspapers that published the foreclosure sale advertisement;
- (j) The affidavits of compliance from the trustee or assignee for foreclosure, auctioneer, accepted bidder, and noteowner, beneficiary, mortgagee, or secured party;
- (k) The original Memorandum of Foreclosure Sale. If the original is unavailable, the trustee or assignee may send a copy of the Memorandum of Foreclosure Sale certified by the auctioneer;

- (l) A disclosure of any assignment of the purchase right by the original accepted bidder and whether such assignment is subject to recordation or transfer taxes.
- (m) A proposed form of deed of conveyance by the trustee or assignee for foreclosure;
- (n) The proposed distribution of gross sale proceeds based on information available to the trustee or assignee for foreclosure or other person submitting a claim to the sales proceeds and payment of all fees and costs, including copies of real estate tax bills, invoices for costs and services, and all necessary information available to the submitting person to verify the proposed distribution of gross sales; and
- (o) The amount of deficiency, if any, claimed by the noteowner, beneficiary, mortgagee, or secured party.

2022.2 The trustee or assignee shall pay the Auditor's fee, in the amount of three hundred dollars (\$300), at the same time documents are submitted to the Auditor pursuant to § 2022.1, but no later than ninety (90) days of the conclusion of the foreclosure sale auction.

2022.3 If the original or copy of the document requested is not in the possession of the trustee or assignee and the trustee or assignee has made good faith efforts to obtain a copy, the trustee or assignee shall indicate in writing to the Auditor the reason(s) for his or her inability to obtain the original or copy of the document.

2022.4 Failure to send the documents required by Section 2022.1 and the Auditor's fee required by Section 2022.2 shall make the foreclosure sale voidable by the Auditor. A foreclosure sale may be voided upon determination that the failure to send the document(s) was prejudicial to the borrower/homeowner.

2022.5 The Auditor shall send written notice, within fifteen (15) days, to the trustee or assignee, auctioneer, borrower, homeowner, and the noteowner, beneficiary, mortgagee, or secured party setting forth the reason(s) for voiding the foreclosure sale. The fifteen (15) day period shall begin on the 91st day after the conclusion of the foreclosure sale auction.

2022.6 The Auditor may, in his or her sole discretion, extend the ninety (90) day period for filing the documents and paying the Auditors fee upon a showing of good cause. Any request to extend the ninety (90) day period shall be sent in writing and prior to the expiration of the ninety (90) day period.

2022.7 If a foreclosure sale is voided, the noteowner, mortgagee, beneficiary or secured party may commence a *de novo* foreclosure sale by sending a new notice of commencement of foreclosure.

2023 TRUSTEE OR ASSIGNEE FOR FORECLOSURE AFFIDAVITS

- 2023.1 An affidavit of the trustee or assignee for foreclosure that the notice of commencement of foreclosure was mailed to the owners, borrowers, and subordinate interest holders shall be delivered to the Auditor. The authorized Affidavit That Notice of Commencement of Foreclosure was Mailed Form is attached in the Appendix as Form 1201(6)(a).
- 2023.2 An affidavit of the trustee or assignee for foreclosure that the notice of commencement of foreclosure was served on the owners, borrowers, and subordinate interest holders shall be delivered to the Auditor. The authorized Affidavit That Notice of Commencement of Foreclosure was Served Form is attached in the Appendix as Form 1201(6)(b).
- 2023.3 Affidavits of compliance from the trustee or assignee for foreclosure, the auctioneer, the accepted bidder, and one of the noteowner, beneficiary, mortgagee, or secured party shall be delivered to the Auditor. Each affidavit of compliance shall state that the person giving the affidavit has no actual knowledge of improper conduct of the foreclosure sale and shall disclose any affiliation among the persons giving the compliance affidavits. The authorized Affidavit of Compliance Form is attached in the Appendix as Form 1201(10).

2024 AUDITOR'S REPORTS

- 2024.1 The authorized Auditor's Report on Foreclosure Sale Procedures (Ratification), attached in the Appendix as Form 1205(aR), shall be used to confirm that all required documents were received in acceptable form; confirm that the identity of the grantee in the trustee's or assignee's for foreclosure deed; and ratify that all foreclosure sale procedures have been followed. NR), shall be used to confirm that all required documents were not received in acceptable form; confirm the identity of the grantee in the trustee's or assignee's for foreclosure deed; and state that all foreclosure sale procedures have not been followed and that the sale is not ratified and is void.
- 2024.3 The authorized Auditor's Request for Additional Information, attached in the Appendix as Form 1205(b), shall be used by the Auditor when additional information and evidence that the foreclosure sale procedures and rules were followed is necessary.
- 2024.4 The authorized Auditor's Preliminary Report on Foreclosure Sale Proceeds and Deficiency, attached in the Appendix as Form 1205(d), shall be used for the Auditor's preliminary report on distribution of foreclosure sale proceeds to confirm that all the required documents were received in acceptable form; confirm that the identity of the grantee in the trustee's or assignee's for foreclosure deed; and confirm or modify that the proposed distribution of the

foreclosure sale proceeds; and confirm or modify the amount of the proposed deficiency.

2024.5 The authorized Auditor's Final Report on Foreclosure Sale Proceeds and Deficiency, attached in the Appendix as Form 1205(h), shall be used for the Auditor's final report on distribution of foreclosure sale proceeds and deficiency to confirm that all required documents were received in acceptable form; confirm that the identity of the grantee in the trustee's or assignee's for foreclosure deed; and set forth the proposed distribution of the foreclosure sale proceeds and the amount of the proposed deficiency.

2024.6 The authorized Auditor's Supplementary Report on Foreclosure Sale Proceeds and Deficiency, attached in the Appendix as Form 1205(j), shall be used for the Auditor's supplementary report on distribution of foreclosure sale proceeds and deficiency to provide notice of the failure of the trustee or noteowner to adjust the distribution of foreclosure proceeds as required by the auditor's final report.

2025 INSURANCE COMMISSIONER INSURANCE PLAN APPROVAL

[RESERVED]

2026 FORECLOSURE PREVENTION FUND

2026.1 There is hereby established a Foreclosure Prevention Fund within the Department to provide grants for programs aimed to prevent foreclosures in the District of Columbia.

2026.2 Programs aimed to prevent foreclosures in the District of Columbia include training programs, workshops, and other activities as deemed appropriate by the Department.

2026.3 The Fund shall be funded through the ten percent (10%) monetary awards obtained from damage awards determined by the Superior Court from claims and litigation arising under section 601 of the Act.

2026.4 The Fund may be used by the Department to provide programs aimed to prevent foreclosures or to provide grants to programs aimed to prevent foreclosures.

2026.5 Grants under the Fund shall be available and awarded on a rolling basis to the extent of available funding.

2026.6 The maximum grant for each program under the Fund shall not exceed ten thousand dollars (\$10,000).

2026.7 The Department may increase the amount in Section 2026.6 if it finds the following:

- (a) The additional amount is supported by available funding;
- (b) The program could not be provided without the additional amount; and
- (c) The program will provide a significant benefit to the residents of the District of Columbia.

2026.8 A non-profit organization is eligible to receive grants under this program if the organization is engaged in educating and training District of Columbia residents in the areas of homeownership, consumer credit, and financial literacy.

2026.9 In order to be eligible for a grant under the Fund, an applicant shall file an application with the Department for a grant.

2026.10 The application shall consist of the following information:

- (a) A description of the grant sought from the Fund, including the amount, and a description of the use of the grant proceeds;
- (b) The name of the applicant, including officers and key employees;
- (c) A description of the program;
- (d) A description of the financing of the program;
- (e) A description of the timeframe of the program;
- (f) A pro forma projection of the revenues and expenses of the program; and
- (g) Any other information required by the Department.

2026.11 Not later than thirty (30) days after the receipt of an application which meets the criteria set forth in Section 2026.10 of these rules, the Department shall approve, in whole or in part, or disapprove, in whole or in part, the grant sought by the applicant.

2026.12 The Department shall consider the following factors in determining whether to approve an application:

- (a) The number of District residents who will benefit from the program;
- (b) Whether a similar program currently has a grant from the Fund;
- (c) The uniqueness and novelty of the proposed program; and

- (d) Whether there is a reasonable probability that the program will not be achieved without the grant.

2026.13 The Department may approve the grant in whole or in part based on one or more of the factors listed in Section 2026.12.

2026.14 Prior to an award, and as a condition of an award, a potential recipient shall execute an agreement with the Department that shall ensure that the grant being awarded will be used consistent with the application upon which the grant was awarded.

2026.15 The grant agreement shall include any terms and conditions that the Commissioner finds necessary to further the purposes of the Foreclosure Prevention Fund.

**2027 DEPARTMENT OF BANKING AND FINANCIAL INSTITUTIONS
HOME LOAN EXEMPTION PROGRAM**

2027.1 There is hereby established a Home Loan Exemption Program within the Department for the exemption of approved home loan exemption program from the provisions of the Act.

2027.2 Home loan exemption programs in the District of Columbia shall include financing, training programs and workshops for District residents, and other activities as deemed appropriate by the Department.

2027.3 The Home Loan Exemption Program shall be administered by the Department.

2027.4 A person, company or other entity is eligible to apply for an exemption under this loan program if they maintain a net worth exceeding ten million dollars (\$10,000,000), and have a loan program with a projected amount of five million dollars (\$5,000,000).

2027.5 In order to be eligible for an exemption under the Subprime Lending Loan program, an applicant shall file an application with the Department for an exemption.

2027.6 The application shall consist of the following information:

- (a) The name of the applicant, including officers and key employees;
- (b) A complete description of the loan program to be offered to District of Columbia residents including loss mitigation and underwriting standards;
- (c) A description and explanation of the mortgage loan products and variations (if any) to be offered under the loan program;

- (d) A description of the financing of the loan program;
- (e) A description of the timeframe of the loan program;
- (f) An explanation of how the loan program will provide a benefit to the residents of the District of Columbia and how it will otherwise serve the public interest;
- (g) A specific explanation of how the loan program will help prevent foreclosures in the District of Columbia; and
- (h) Any other information required by the Department.

2027.7 Not later than ninety (90) days after the receipt of a complete application that meets the criteria set forth in section 2027.6 of these rules, the Department shall approve or disapprove the application.

2027.8 The Department will consider the following factors in determining whether to approve an application:

- (a) The number of District residents who will benefit from the loan program;
- (b) Whether a similar loan program currently has been approved;
- (c) The uniqueness and novelty of the proposed loan program; and
- (d) Information provided in § 2027.6.

2027.9 The Department may approve or disapprove the loan program based on one or more of the factors listed in section 2027.8 of these rules.

2027.10 The Department may extend the ninety (90) day period described in section 2027.7 of these rules by thirty (30) days to request additional information from the applicant during the initial ninety (90) day period.

2027.11 If the Department does not approve or disapprove of the application within the time period outlined in section 2027.7 of these rules, the application shall be deemed approved and the exemption shall be granted.

2027.12 A previously approved applicant may submit a complete application that varies specific terms and conditions of a previously approved loan program and is substantially similar to a previously approved loan program.

- 2027.13 The Department may revoke a previously approved loan program if the Department determines, after a public hearing, that the program does not benefit consumers and does not otherwise serve the public interest.
- 2027.14 The public hearing referred to in section 2027.13 shall be held in accordance with the District of Columbia Administrative Procedures Act.

2099 DEFINITIONS

- 2099.1 As used in these rules, the following terms and phrases shall have the meanings ascribed:
- (1) **Act** - D.C. Law 13-263, the Protections from Predatory Lending and Mortgage Foreclosure Improvements Act of 2000.
 - (2) **Auditor** - the Mortgage Foreclosure Audit Division of the Department of Banking and Financial Institutions.
 - (3) **District** - District of Columbia.
 - (4) **Mortgage Broker** – any person who, for compensation or gain, or in the expectation of compensation or gain, either directly or indirectly accepts or offers to accept an application for a mortgage loan, solicits or offers to solicit a mortgage loan on behalf of a borrower, or negotiates or offers to negotiate the terms and condition of a mortgage loan on behalf of a lender.
 - (5) **Mortgage Lender** – any person who makes a mortgage loan to any person or engages in the business of servicing mortgage loans for others or collecting or otherwise receiving mortgage loan payments directly from borrowers for distribution to any other person. A mortgage lender shall not include the following:
 - (i) A financial institution that accepts deposits and is regulated under Title 26 of the District of Columbia Code;
 - (ii) The Federal Home Loan Mortgage Corporation
 - (iii) The Federal National Mortgage Association;
 - (iv) The Government National Mortgage Association; or
 - (v) Any person engaged exclusively in the acquisition of all or any portion of a mortgage loan under any federal, state, or local government program of mortgage loan purchases.

APPENDIX

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Form 205(b) General

INFORMATION FORM

To Be Attached to Every Deed of Trust or Mortgage Encumbering Residential Real Property, Including Amendments, Modifications, or Supplements That Alter Financial Terms

(Instructions on completing this Information Form Have Been Published in the District of Columbia Register and Title 26A of the District of Columbia Municipal Regulations)

Note: Section 205(f) of the Protections from Predatory Lending and Mortgage Foreclosure Improvements Act of 2000, effective April 3, 2001 (D.C. Law 13-263; 48 DCR 991) (“**Foreclosure Law**”), provides that any deed of trust or mortgage, including an amendment, modification, or supplement that alters financial terms, encumbering residential real property that does not have a properly completed information form attached to it which is recorded more than 60 days after the effective date of the Mayor’s regulations implementing this information form: (i) any power of sale foreclosure shall be void; and (ii) in any judicial foreclosure proceeding the borrower or owner shall be permitted to admit parole evidence of the financing transaction in any claim of predatory lending or misconduct on the part of any involved noteowner, mortgage lender or mortgage broker.

Item Nos. 1 Through 10 Shall Be Completed by One or More of the Mortgage Broker, Mortgage Lender, Noteowner, Noteowner’s Agent, Seller, Borrower, Owner, or Title Company:

1. Name of lien instrument, *i.e.*, “Deed of Trust” or “Mortgage” or “Amendment to Deed of Trust” or “Modification of Mortgage” or “Supplement to Mortgage”): _____

2. Date of lien instrument: _____.

3. Residential real property encumbered: Assessment and Taxation Lot No(s). _____, Square No. _____, (*Optional: Recorded Lot No(s). _____, [Optional: per Plat recorded in Book _____ at Page _____ among the Records of the Office of the Surveyor of the District of Columbia].*)

4. Address of residential real property encumbered: _____, Washington, D.C. 200_____.

5. Current assessed value of residential real property encumbered as determined by the Office of Tax and Revenue: \$_____.

6. Name and address of the borrower(s) and owner(s) (if not the borrower(s)), grantor, or mortgagor: _____

7. Name and address of owner of residential real property (if different from original borrower, grantor, or mortgagor): _____

8. Name and address of original noteowner (*i.e.*, lender, beneficiary, or mortgagee), and in the case of a table funded transaction, the name and address of the wholesale lender:

9. Is the original noteowner the seller of the residential real property?

____ Yes; ____ No.

If yes, provide the name and address of the seller; or

If no, provide the name and address of the mortgage broker and/or mortgage lender: _____;

10. Name, address and case no. of title company, title agent, attorney, or person conducting the settlement of the mortgage loan who is responsible for collecting and disbursing any loan proceeds at the settlement: name: _____

_____ ; address: _____

_____ ; case no. _____.

Certifications from the parties identified below must be included with this Form 205(b) General by attaching the following completed Forms [The absence of any of the certifications listed below will cause the Information Form to be incomplete and improperly completed under Section 205(f) of the Foreclosure Law.]:

Form 205(b) Mortgage Broker/Lender Certification and Signature Page

Form 205(b) Noteowner or Noteowner's Agent Certification and Signature Page

Form 205(b) Borrower or Owner Certification and Signature Page

Exemptions from the parties identified below may be included with this Form 205(b) General by attaching the following completed Forms:

Form 205(b) Mortgage Broker/Lender License Exemption Certification

Form 205(b) Noteowner or Noteowner's Agent Home Loan Exemption Certification

Form 205(b) Mortgage Broker/Lender Certification and Signature Page
To Information Form

To Be Attached to Form 205(b) General by Every Mortgage Broker or Mortgage Lender or Seller Who is Originating or Placing the Mortgage Loan:

Residential property encumbered: Assessment and Taxation Lot No(s). _____,
Square No. _____; and address _____,
_____, Washington, D.C. 200_____.

The undersigned mortgage broker or mortgage lender or seller hereby certifies to each borrower, owner of the residential real property, noteowner, noteowner's agent (if any), and the Mayor of the District of Columbia under penalty of perjury that the following information is correct, based on the undersigned's actual knowledge and reasonable investigation:

1. Please answer the following question: Is this information form attached to a deferred purchase money deed of trust or mortgage on residential real property taken back by the seller who was the record owner of or built a new dwelling on such residential real property? _____ Yes; or _____ No [If "yes" is checked, and the seller is listed in item no. 8 of Form 205(b) General, and no mortgage broker or mortgage lender was involved in placing or originating the loan, you may omit item no. 2.];

2. Name, address, and mortgage broker or mortgage lender D.C. license number or basis of exemption from licensing requirement of every mortgage broker and mortgage lender involved in placing or originating the loan evidenced by the note and lien instrument:

Mortgage broker or mortgage lender name & address: _____;
_____;
mortgage broker or mortgage lender D.C. License No.: _____ or check
this box [___] if you are exempt from the license requirement and a Form 205(b) Mortgage
Broker/Lender License Exemption Certificates attached to this Form 205(b) Mortgage
Broker/Lender Certification and Signature Page.

3. Please answer the following question: Was the disclosure notice in the form promulgated by the Mayor of the District of Columbia in Title 26A, Chapter 20 of the District of Columbia Municipal Regulations sent to the borrower(s) within three days of obtaining or receiving the loan application of the borrower(s), as required in Section 601(j) of the Protections from Predatory Lending and Mortgage Foreclosure Improvements Act of 2000, effective April 3, 2001 (D.C. Law 13-263; 48 DCR 991).

___ Yes; ___ Do Not Know [If you answered "Do Not Know," please confirm the mortgage broker, mortgage lender or seller sent the disclosure notice to the borrower.]; or _____ Not Applicable

4. The undersigned is age 18 or older and authorized to give these certifications.

WITNESS the hands and seals of the undersigned mortgage broker, mortgage lender, or seller this ____ day of _____, 20_____.

[Print name, title, entity name, etc.]

[Note: Conform execution and acknowledgement for requirements applicable to person giving affidavit.]

DISTRICT/STATE OF _____)
) ss:
CITY/COUNTY OF _____)

Before me, a Notary Public, in and for the jurisdiction aforesaid, personally appeared this date, _____, as the _____ or _____, who executed the foregoing and annexed Mortgage Broker/Lender Certification and Signature Page on _____, 20____, who, being by me first duly sworn, did acknowledge such Mortgage Broker/Lender Certification and Signature Page to be his/her/its act and deed for the uses and purposes therein contained.

Witness my hand and seal this _____ day of _____, 20_____.

Notary Public

[Notarial Seal]

My Commission Expires: _____

Form 205(b) Noteowner or Noteowner's Agent Certification and Signature Page
To Information Form

To Be Attached to Form 205(b) General by the Noteowner or Noteowner's Agent Who is Making the Loan

Residential property encumbered: Assessment and Taxation Lot No(s). _____,
Square No. _____; and address _____,
_____, Washington, D.C. 200_____.

The undersigned noteowner or noteowner's agent hereby certifies to each borrower, owner of the residential real property, mortgage broker, mortgage lender, seller, and the Mayor of the District of Columbia under penalty of perjury that the following information is correct, based on the undersigned's actual knowledge and reasonable investigation:

1. Noteowner's name & address: _____
_____;
2. Noteowner's agent's name & address (if any): _____
_____;
3. Maximum principal amount of the note secured by the lien instrument:
\$ _____.
4. Total amount funded under the note secured by the lien instrument at the settlement: \$ _____.
5. Total "origination/discount points and fees" (as defined in Section 101(29A) of the Foreclosure Law) charged to the borrower and owner: \$ _____.
6. Does the deed of trust or mortgage secure a "home loan" [as defined in Section 101(12) of the Protections from Predatory Lending and Mortgage Foreclosure Improvements Act of 2000, effective April 3, 2001 (D.C. Law 13-263; 48 DCR 991)?
 - (a) _____ **YES**; or
 - (b) _____ **NO**. If "NO" is checked, a Form 205(b) Noteowner or Noteowner's Agent Home Loan Exemption Certification must be completed, signed, acknowledged, and attached to the Form 205(b) General.
7. Either (a) no single-premium credit insurance was paid for from the loan proceeds, or (b) single-premium credit insurance was paid for from the loan proceeds in the amount of \$ _____.
8. Please answer the following question: Was the disclosure notice in the form promulgated by the Mayor of the District of Columbia in Title 26A, Chapter 20 of the District of Columbia Municipal Regulations sent to the borrower(s) within three days of obtaining or receiving the loan application of the borrower(s), as required in Section 601(j) of the Protections from Predatory Lending and Mortgage Foreclosure Improvements Act of 2000, effective April 3, 2001 (D.C. Law 13-263; 48 DCR 991).
___ Yes; ___ Do Not Know [If you answered "Do Not Know," please confirm that the mortgage broker, mortgage lender or seller sent the disclosure notice to the borrower.]; or _____ Not Applicable
9. The undersigned is age 18 or older and authorized to give these certifications.

WITNESS the hands and seals of the undersigned noteowner or noteowner's agent this ____ day of _____, 20____.

[Print name, title, entity name, etc.]

[Note: Conform execution and acknowledgement for requirements applicable to person giving affidavit.]

DISTRICT/STATE OF _____)

) ss:

CITY/COUNTY OF _____)

Before me, a Notary Public, in and for the jurisdiction aforesaid, personally appeared this date, _____, as the _____ or _____, who executed the foregoing and annexed Noteowner or Noteowner's Agent Certification and Signature Page on _____, 20____, who, being by me first duly sworn, did acknowledge such Noteowner or Noteowner's Agent Home Certification and Signature Page to be his/her/its act and deed for the uses and purposes therein contained.

Witness my hand and seal this _____ day of _____, 20____.

Notary Public

[Notarial Seal]

My Commission Expires: _____

Form 205(b) Borrower(s) and/or Owner(s) Certification and Signature Page
To Information Form

To Be Attached to Form 205(b) General by the Borrower Who is Accepting the Loan or Owner of the Residential Real Property Securing the Loan

Residential property encumbered: Assessment and Taxation Lot No(s). _____,
Square No. _____; and address _____,
_____, Washington, D.C. 200_____.

The undersigned borrower(s) and/or owner(s) of the residential real property hereby certifies to each mortgage broker, mortgage lender, seller, noteowner, noteowner's agent (if any), and the Mayor of the District of Columbia under penalty of perjury that the following information is correct, based on the undersigned's actual knowledge and reasonable investigation:

1. The Red Flag Warning (Form 601(j)) ____ was or ____ was not received.,
2. If item no. 6.A is checked "Yes" in the Form 205(b) Noteowner or Noteowner's Agent Certification and Signature Page, to confirm the deed of trust or mortgage to which this Form 205(b) Borrower or Owner Certification and Signature Page is attached, secures a "home loan" (as defined in Section 101(12) of the Foreclosure Law), the undersigned confirms that (a) he or she is a natural person, (b) the residential real property is improved with a one to four family dwelling, and (c) the residential real property is occupied or intended to be occupied by the undersigned as the undersigned's principal dwelling, excluding absences due to the undersigned's health, marital problems, employment requirements or family problems [Note: A person may have only one principal dwelling.]; and
3. The number of deeds of trust or mortgages the undersigned has granted as a lien on the residential real property described in item nos. 3, 4 & 5 in the Form 205(b) General, regardless of lien priority, during the eighteen month period before the loan closing/settlement using this Form 205(b) Borrower or Owner Certification and Signature Page is _____.
4. The undersigned is 18 years of age or older and is authorized to give these certifications.

WITNESS the hands and seals of the undersigned borrower(s) and/or owner(s) this ____ day of _____, 20_____.

[Print name]

[Print name]

[Note: Conform execution and acknowledgement for requirements applicable to person giving affidavit.]

DISTRICT/STATE OF _____)
) ss:
CITY/COUNTY OF _____)

Before me, a Notary Public, in and for the jurisdiction aforesaid, personally appeared this date, _____ and _____, who executed the foregoing and annexed Borrower or Owner Certification and Signature Page on _____, 20____, who, being by me first duly sworn, did acknowledge such Borrower or Owner Certification and Signature Page to be his and/or her act and deed for the uses and purposes therein contained.

Witness my hand and seal this _____ day of _____, 20_____.

Notary Public

[Notarial Seal]

My Commission Expires: _____

Form 205(b) Mortgage Broker/Lender License Exemption Certification
To Information Form

To Be Attached to Form 205(b) General by Every Mortgage Broker or Mortgage Lender Who is Claiming an Exemption from the License Requirement under § 3 of the Mortgage Lender and Broker Act of 1996, effective September 9, 1996 (D.C. Law 11-155; D.C. Code § 26-11002 (2001 ed.)).

Residential property encumbered: Assessment and Taxation Lot No(s). _____,
Square No. _____; and address _____
_____, Washington, D.C. 200_____.

The undersigned mortgage broker or mortgage lender or seller hereby certifies to each borrower, owner of the residential real property, noteowner, and the Mayor of the District of Columbia under penalty of perjury that the following information is correct, based on my actual knowledge and reasonable investigation:

Mortgage broker or mortgage lender name & address: _____
_____.

The undersigned mortgage broker or mortgage lender or seller is exempt from the licensing requirement under the Mortgage Lender and Broker Act of 1996, effective September 9, 1996 (D.C. Law 11-155; D.C. Code § 26-1101 et seq.) (2001 Ed.) with respect to the residential loan secured by the residential lien instrument to which this Form 205(b) is attached because of one or more exemptions available to the undersigned as identified below:

[Note: Check at least one. You may check more than one. You must provide the basis for each exemption below.]

- _____ D.C. Code § 26-1102(1)
- _____ D.C. Code § 26-1102(2)
- _____ D.C. Code § 26-1102(3)(A)
- _____ D.C. Code § 26-1102(3)(B)
- _____ D.C. Code § 26-1102(3)(C)
- _____ D.C. Code § 26-1102(4)
- _____ D.C. Code § 26-1102(5)(A)
- _____ D.C. Code § 26-1102(5)(B)
- _____ D.C. Code § 26-1102(6)
- _____ D.C. Code § 26-1102(7)
- _____ D.C. Code § 26-1102(8)
- _____ D.C. Code § 26-1102(9)
- _____ D.C. Code § 26-1102(10)
- _____ D.C. Code § 26-1102(11)

Basis for the exemption(s): _____

WITNESS the hands and seals of the undersigned mortgage broker, mortgage lender, or seller this ____ day of _____, 20_____.

[Print name, title, entity name, etc.]

[Note: Conform execution and acknowledgement for requirements applicable to person giving affidavit.]

DISTRICT/STATE OF _____)

) ss:

CITY/COUNTY OF _____)

Before me, a Notary Public, in and for the jurisdiction aforesaid, personally appeared this date, _____, as the _____ or _____, who executed the foregoing and annexed Mortgage Broker/Lender License Exemption Certification on _____, 20_____, who, being by me first duly sworn, did acknowledge such Mortgage Broker/Lender License Exemption Certification to be his/her/its act and deed for the uses and purposes therein contained.

Witness my hand and seal this _____ day of _____, 20_____.

Notary Public

[Notarial Seal]

My Commission Expires: _____

Form 205(b) Noteowner or Noteowner's Agent Home Loan Exemption Certification
To Information Form

To Be Attached to Form 205(b) General by the Noteowner or Noteowner's Agent Who is Claiming the Deed of Trust or Mortgage to Which this Noteowner or Noteowner's Agent Home Loan Exemption Certification is Attached is **NOT** a "Home Loan" as Defined in Section 101(12) of the Foreclosure Law.

Residential property encumbered: Assessment and Taxation Lot No(s). _____,
Square No. _____; and address _____,
_____, Washington, D.C. 200_____.

The undersigned noteowner or noteowner's agent hereby certifies to each borrower, owner of the residential real property, and the Mayor of the District of Columbia under penalty of perjury that the following information is correct, based on my actual knowledge and reasonable investigation:

Noteowner's name & address: _____;

Noteowner's agent's name & address (if any): _____;
_____;

The deed of trust or mortgage loan secured by the deed of trust or mortgage to which this Form 205(b) Noteowner or Noteowner's Agent Home Loan Exemption Certification is attached, either does not meet the definition of "home loan" [as defined in Section 101(12)(A) of the Act], or qualified for one or more of the exemptions provided in Section 101(12)(B) of the Act as identified below:

[Note: Check at least one. You may check more than one.]

(A) The deed of trust or mortgage loan failed to qualify under the following definition of "home loan:"

_____ (i) The owner of the residential real property is not a natural person;

_____ (ii) The residential real property is not improved with a one to four family dwelling;

_____ (iii) The residential real property is not occupied or intended to be occupied by the owner as the owner's principal dwelling, excluding absences due to the owner's health, marital problems, employment requirements or family problems;

(iv) The primary purpose of the deed of trust or mortgage loan is for purchasing of, refinancing of, additional financing of, or improving an existing structure on the owner's residential real property, where:

_____ (1) The principal amount at the initial funding of the note secured by a first lien exceeds the Federal Home Loan Mortgage Corporation ("**Freddie Mac**") or the Federal National Mortgage Association ("**Fannie Mae**") conforming loan limit for single family dwellings, e.g., \$275,000 on April 3, 2001;

_____ (2) The principal amount at the initial funding of the note secured by a subordinate lien, when added to the principal amount of loans secured by senior liens for the

same purpose, exceed the Freddie Mac/Fannie Mae conforming loan limit for single family dwellings, e.g., \$275,000 on April 3, 2001;

_____ (v) The assessed value of the residential real property is greater than \$1,000,000 and (a) the loan is evidenced by an obligation other than a promissory note, or (b) the loan is secured by liens on real property or personal property other than the owner’s residential real property, or (c) the owner is a co-maker, accommodation party or guarantor of a note where the proceeds of the note are advanced for a primary purpose other than purchasing of, refinancing of, additional financing of, or improving an existing structure on the owner’s residential real property;

(B) The deed of trust or mortgage loan qualified for the following exemption from the definition of “home loan” pursuant to the following provision(s) of the Act:

_____ § 101(12)(B)(i); _____ § 101(12)(B)(ii); _____ § 101(12)(B)(iii);
_____ § 101(12)(B)(iv); _____ § 101(12)(B)(v); _____ § 101(12)(B)(vi);
_____ § 101(12)(B)(vii); _____ § 101(12)(B)(viii); _____ § 101(12)(B)(ix);
_____ § 101(12)(B)(x); and/or _____ § 101(12)(B)(xi).

Basis for the exemption(s): _____

WITNESS the hands and seals of the undersigned noteowner or noteowner’s agent this ____ day of _____, 20____.

[Print name, title, entity name, etc.]

[Note: Conform execution and acknowledgement for requirements applicable to person giving affidavit.]

DISTRICT/STATE OF _____)

) ss:

CITY/COUNTY OF _____)

Before me, a Notary Public, in and for the jurisdiction aforesaid, personally appeared this date, _____, as the _____ or _____, who executed the foregoing and annexed Noteowner or Noteowner's Agent Home Loan Exemption Certification on _____, 20____, who, being by me first duly sworn, did acknowledge such Noteowner or Noteowner's Agent Home Loan Exemption Certification to be his/her/its act and deed for the uses and purposes therein contained.

Witness my hand and seal this _____ day of _____, 20_____.

Notary Public

[Notarial Seal]

My Commission Expires: _____

who executed the foregoing and annexed Information Form dated _____, 20____, who, being by me first duly sworn, did acknowledge such Note Affidavit to be his/her/its act and deed for the uses and purposes therein contained.

Witness my hand and seal this _____ day of _____, 20_____.

Notary Public

[Notarial Seal]

My Commission Expires: _____

Noteowner or Noteowner's Agent:

[Print name, title, entity name, etc.]

DISTRICT/STATE OF _____)

) ss:

CITY/COUNTY OF _____)

Before me, a Notary Public, in and for the jurisdiction aforesaid, personally appeared this date, _____, as the _____ or _____

_____, who executed the foregoing and annexed Information Form dated _____, 20____, who, being by me first duly sworn, did acknowledge such Note Affidavit to be his/her/its act and deed for the uses and purposes therein contained.

Witness my hand and seal this _____ day of _____, 20_____.

Notary Public

[Notarial Seal]

My Commission Expires: _____

FORM 208 (f)

CERTIFICATE OF TRANSFER

KNOW ALL PERSONS BY THESE PRESENTS:

The undersigned transferor is the original payee or obligee [or the subsequent assignee] of the note or other obligation identified below which is secured by the deed of trust, mortgage, vendor's lien, or other lien instrument identified below. The undersigned transferor hereby certifies that the transferor's entire interest in such note or other obligation and in such deed of trust, mortgage, vendor's lien, or other lien instrument has been transferred and assigned to the transferee identified below.

Name of Lien Instrument: _____

(i.e., "Deed of Trust" or "Mortgage" or "Vendor's Lien")

Date of Lien Instrument: _____

Real Property Encumbered: Assessment and Taxation Lot No(s). _____, Square No. _____, (Optional: Recorded Lot No(s). _____,) [Optional: per Plat recorded in Book _____ at Page _____ among the Records of the Office of the Surveyor of the District of Columbia] (Optional: Attach Legal Description if more complex than recorded lot and square numbers)

(Optional: Original Amount Secured (if applicable): _____)

Instrument Number (or Liber and folio) of Recorded Lien Instrument: _____

Date or Year of Recording Lien Instrument: _____

(Optional: Instrument Number(s) [or Liber and folio] and Date/Year of Recording of Prior Certificate(s) of Transfer: _____)

(Optional: Instrument Number(s) [or Liber and folio] and Date/Year of Recording of Amendments, Modifications, Extensions, Supplements, Etc. to Lien Instrument: _____)

_____)

(Optional: Name and Address (if known) of Original Grantor/Mortgagor/Obligor: _____)

_____)

(Optional: Name and Address (if known) of Original Trustee(s), if applicable: _____)

_____)

(Optional: Name and Address (if known) of Original Beneficiary/Mortgagee/Obligee: _____)

_____)

Name of Transferee as new Beneficiary/Mortgagee/Obligee: _____

Type and Domicile of Transferee Entity (if applicable): _____

Notice Address of Transferee: _____

Name of former Noteowner/Transferor: _____

Notice Address of former Noteowner/Transferor: _____

WITNESS the hand and seal of the undersigned transferor [noteowner] this ____ day of _____, 20____.

[Print name, title, entity name, etc.]

[Note: Conform execution and acknowledgement for requirements applicable to person giving affidavit.]

DISTRICT/STATE OF _____)

) ss:

CITY/COUNTY OF _____)

Before me, a Notary Public, in and for the jurisdiction aforesaid, personally appeared this date, _____, who executed the foregoing and annexed Certificate of Transfer dated _____, 20____, who, being by me first duly sworn, did acknowledge such Certificate of Transfer to be his/her/its act and deed for the uses and purposes therein contained.

Witness my hand and seal this _____ day of _____, 20_____.

Notary Public

[Notarial Seal]

My Commission Expires: _____

FORM 218(b)

NOTE AFFIDAVIT

WITH PAID OR SATISFIED OR CANCELLED NOTE ATTACHED

KNOW ALL PERSONS BY THESE PRESENTS:

The undersigned hereby certifies under penalties of perjury that:

1. The undersigned is {the original payee or obligee [or the subsequent assignee] and owner} {an attorney who is a member in good standing of the District of Columbia Bar and who disbursed funds in payment} {an officer of the title insurance company or validly licensed title

insurance agent which disbursed funds in payment} of the note or other obligation identified below which is secured by the deed of trust, mortgage, vendor's lien, or other lien instrument identified below;

2. The undersigned is duly authorized to make this affidavit;
3. The note or other obligation identified below has been fully paid or fully satisfied or cancelled;
4. The original note or other obligation identified below is attached to this note affidavit and has been marked "paid" or "satisfied" or "cancelled;"
5. Due to the payment or satisfaction or cancellation of the original note or other obligation identified below, the lien instrument identified below is fully released and discharged as a lien on the real property described in the lien instrument.

6. The note or other obligation and deed of trust, mortgage, vendor's lien, or other lien instrument are identified below:

Name of Lien Instrument: _____

(i.e., "Deed of Trust" or "Mortgage" or "Vendor's Lien")

Date of Lien Instrument: _____

Real Property Encumbered: Assessment and Taxation Lot No(s). _____, Square No. _____, (Optional: Recorded Lot No(s). _____,) [Optional: per Plat recorded in Book _____ at Page _____ among the Records of the Office of the Surveyor of the District of Columbia] (Optional: Attach Legal Description if more complex than recorded lot and square numbers)

(Optional: Original Amount Secured (if applicable): _____)

Instrument Number (or Liber and folio) of Recorded Lien Instrument: _____

Date or Year of Recording Lien Instrument: _____

(Optional: Instrument Number(s) [or Liber and folio] and Date/Year of Recording of Prior Certificate(s) of Transfer: _____)

(Optional: Instrument Number(s) [or Liber and folio] and Date/Year of Recording of Amendments, Modifications, Extensions, Supplements, Etc. to Lien Instrument: _____)

Name (and Address, if known,) of Original Grantor/Mortgagor/Obligor: _____

Name (and Address, if known,) of Original Trustee(s), if applicable: _____

Name (and Address, if known,) of Original Beneficiary/Mortgagee/Obligee: _____

Name (and address, if known,) of Noteowner: _____

Name and Address of Person Giving Affidavit: _____

WITNESS the hand and seal of the undersigned [noteowner, attorney, or title officer] this _____ day of _____, 20____.

[Print name, title, entity name, etc.]

[Note: Conform execution and acknowledgement for requirements applicable to person giving affidavit.]

DISTRICT/STATE OF _____)
) ss:
CITY/COUNTY OF _____)

Before me, a Notary Public, in and for the jurisdiction aforesaid, personally appeared this date, _____, who executed the foregoing and annexed Note Affidavit dated _____, 20____, who, being by me first duly sworn, did acknowledge such Note Affidavit to be his/her/its act and deed for the uses and purposes therein contained.

Witness my hand and seal this _____ day of _____, 20_____.

Notary Public

[Notarial Seal]

My Commission Expires: _____

FORM 218(d)

CERTIFICATE OF SATISFACTION
WITHOUT PAID OR SATISFIED OR CANCELLED NOTE ATTACHED

KNOW ALL PERSONS BY THESE PRESENTS:

The undersigned hereby certifies under penalties of perjury that:

1. The undersigned is {the original payee or obligee [or the subsequent assignee] and owner of the note or other obligation identified below} {the [trustee] [beneficiary] [assignee for foreclosure] named in the deed of trust, mortgage, vendor's lien, or other lien instrument identified below which secures the note or other obligation identified below};

2. The undersigned is duly authorized to execute and deliver this certificate of satisfaction;
3. The note or other obligation identified below has been fully paid or fully satisfied or cancelled;
4. Due to the payment or satisfaction or cancellation of the original note or other obligation identified below, the lien instrument identified below is fully released and discharged as a lien on the real property described in the lien instrument.
5. The note or other obligation and deed of trust, mortgage, vendor's lien, or other lien instrument are identified below:

Name of Lien Instrument: _____

(i.e., "Deed of Trust" or "Mortgage" or "Vendor's Lien")

Date of Lien Instrument: _____

Real Property Encumbered: Assessment and Taxation Lot No(s). _____, Square No. _____, (Optional: Recorded Lot No(s). _____,) [Optional:

per Plat recorded in Book _____ at Page _____ among the Records of the Office of the Surveyor of the District of Columbia] (Optional: Attach Legal Description if more complex than recorded lot and square numbers)

(Optional: Original Amount Secured (if applicable): _____)

Instrument Number (or Liber and folio) of Recorded Lien Instrument: _____

Date or Year of Recording Lien Instrument: _____

(Optional: Instrument Number(s) [or Liber and folio] and Date/Year of Recording of Prior Certificate(s) of Transfer: _____)

(Optional: Instrument Number(s) [or Liber and folio] and Date/Year of Recording of Amendments, Modifications, Extensions, Supplements, Etc. to Lien Instrument: _____)

Name (and Address, if known,) of Original Grantor/Mortgagor/Obligor: _____

Name (and Address, if known,) of Original Trustee(s), if applicable: _____

Name (and Address, if known,) of Original Beneficiary/Mortgagee/Obligee: _____

Name (and address, if known,) of Noteowner: _____

Name and Address of Person Giving Affidavit: _____

WITNESS the hand and seal of the undersigned [noteowner, trustee, beneficiary, or assignee for foreclosure] this ____ day of _____, 20____.

[Print name, title, entity name, etc.]

[Note: Conform execution and acknowledgement for requirements applicable to person giving affidavit.]

DISTRICT/STATE OF _____)

) ss:

CITY/COUNTY OF _____)

Before me, a Notary Public, in and for the jurisdiction aforesaid, personally appeared this date, _____, who executed the foregoing and annexed Certificate of Satisfaction dated _____, 20____, who, being by me first duly sworn,

did acknowledge such Certificate of Satisfaction to be his/her/its act and deed for the uses and purposes therein contained.

Witness my hand and seal this _____ day of _____, 20_____.

Notary Public

[Notarial Seal]

My Commission Expires: _____

FORM 218(f)

CERTIFICATE OF PARTIAL SATISFACTION
WITHOUT NOTE ATTACHED

KNOW ALL PERSONS BY THESE PRESENTS:

The undersigned hereby certifies under penalties of perjury that:

1. The undersigned is {the original payee or obligee [or the subsequent assignee] and owner of the note or other obligation identified below } {the [trustee] [beneficiary] [assignee for foreclosure] named in the deed of trust, mortgage, vendor's lien, or other lien instrument identified below which secures the note or other obligation identified below};

2. The undersigned is duly authorized to execute and deliver this certificate of partial satisfaction;

3. The note or other obligation identified below has been partially paid or partially satisfied or partially cancelled in a manner that entitles the owner of the released real property identified below to its release from the deed of trust, mortgage, vendor's lien, or other lien instrument identified below;

4. Due to the partial payment or partial satisfaction or partial cancellation of the original note or other obligation identified below, the lien instrument identified below is released and discharged as a lien on only the released real property described below and the lien instrument is not released from any other real property.

5. The note or other obligation, deed of trust, mortgage, vendor's lien, or other lien instrument, and released real property are identified below:

Name of Lien Instrument: _____

(i.e., "Deed of Trust" or "Mortgage" or "Vendor's Lien")

Date of Lien Instrument: _____

Real Property Being Released: Assessment and Taxation Lot No(s). _____,

Square No. _____, (Optional: Recorded Lot No(s). _____,)

[Optional: per Plat recorded in Book _____ at Page _____ among the Records of the Office of the Surveyor of the District of Columbia] (Attach Legal Description if more complex than recorded lot and square numbers)

[Note: Conform legal description of Real Property Being Released to only the released real property, not the real property encumbered by the Lien Instrument.]

(Optional: Original Amount Secured (if applicable): _____)

Instrument Number (or Liber and folio) of Recorded Lien Instrument: _____

Date or Year of Recording Lien Instrument: _____

(Optional: Instrument Number(s) [or Liber and folio] and Date/Year of Recording of Prior Certificate(s) of Transfer: _____)

(Optional: Instrument Number(s) [or Liber and folio] and Date/Year of Recording of Amendments, Modifications, Extensions, Supplements, Etc. to Lien Instrument: _____)

_____)

Name (and Address, if known,) of Original Grantor/Mortgagor/Obligor: _____

Name (and Address, if known,) of Original Trustee(s), if applicable: _____

Name (and Address, if known,) of Original Beneficiary/Mortgagee/Obligee: _____

Name (and address, if known,) of Noteowner: _____

Name and Address of Person Giving Affidavit: _____

WITNESS the hand and seal of the undersigned [noteowner, trustee, beneficiary, or assignee for foreclosure] this ____ day of _____, 20____.

[Print name, title, entity name, etc.]

[Note: Conform execution and acknowledgement for requirements applicable to person giving affidavit.]

DISTRICT/STATE OF _____)

) ss:

CITY/COUNTY OF _____)

Before me, a Notary Public, in and for the jurisdiction aforesaid, personally appeared this date, _____, who executed the foregoing and annexed Certificate of Partial Satisfaction dated _____, 20____, who, being by me first duly sworn, did acknowledge such Certificate of Partial Satisfaction to be his/her/its act and deed for the uses and purposes therein contained.

Witness my hand and seal this _____ day of _____, 20____.

Notary Public

[Notarial Seal]

My Commission Expires: _____

FORM 218(h)

RELEASE AFFIDAVIT
FOR LOST, MISPLACED, OR DESTROYED NOTE

KNOW ALL PERSONS BY THESE PRESENTS:

The undersigned hereby certifies under penalties of perjury that:

1. The undersigned is {the original payee or obligee [or the subsequent assignee] and owner of the note or other obligation identified below } {the [trustee] [beneficiary] [assignee for foreclosure] named in the deed of trust, mortgage, vendor's lien, or other lien instrument identified below which secures the note or other obligation identified below};
2. The undersigned is duly authorized to make this affidavit;
3. The undersigned or noteowner identified below is the owner of the note or other obligation identified below;
4. Neither, the note or other obligation identified below, nor any interest therein has been transferred, assigned or negotiated to any other person, which statement is made to the actual knowledge of the undersigned if the undersigned is not the noteowner,
5. The note or other obligation identified below has been fully paid and satisfied or cancelled;
6. The undersigned has been unable to locate the original note or other obligation identified below despite a diligent search, and such original note or other obligation has been lost, misplaced, or destroyed;
7. If the undersigned is the noteowner, then the undersigned hereby indemnifies the original maker of such note or other obligation identified below, all persons liable on such note or other obligation and the owner of the real property encumbered by the lien instrument identified below of and from any loss, damage or expense caused by the attempted wrongful enforcement of such note or other obligation or lien instrument;
8. The undersigned hereby fully releases and discharges the lien instrument identified below as a lien on the real property described in the lien instrument.
9. The note or other obligation and deed of trust, mortgage, vendor's lien, or other lien instrument are identified below:

Name of Lien Instrument: _____
(*i.e.*, "Deed of Trust" or "Mortgage" or "Vendor's Lien")

Date of Lien Instrument: _____

Real Property Encumbered: Assessment and Taxation Lot No(s). _____, Square No. _____, (*Optional: Recorded Lot No(s). _____*), [*Optional: per Plat recorded in Book _____ at Page _____ among the Records of the Office of the Surveyor of the District of Columbia*] (*Optional: Attach Legal Description if more complex than recorded lot and square numbers*)

(*Optional: Original Amount Secured (if applicable): _____*)

Instrument Number (or Liber and folio) of Recorded Lien Instrument: _____

Date or Year of Recording Lien Instrument: _____

(*Optional: Instrument Number(s) [or Liber and folio] and Date/Year of Recording of Prior Certificate(s) of Transfer: _____*)

FORM 309-1

**SCHEDULE OF COMMISSIONS AND COMPENSATION
FOR TRUSTEES AND ASSIGNEES FOR FORECLOSURE**

(FOR RESIDENTIAL LIEN INSTRUMENTS)

Trustee or Assignee Activity	Fixed or Limited Dollar Amounts	Percentage Of The Amount Owed On A Note	Percentage Of A Purchase Price At A Foreclosure Sale Auction	Reasonable Hourly Rate	Authorized Commission And Compensation Provisions	Any Other Reasonable Basis
Uncontested Completed Foreclosure with no attempt to reinstate			Up to 5% or as provided in the Deed of Trust			
Commencement of a foreclosure where reinstatement or redemption occurs and foreclosure is cancelled		1% if publication starts 0 if no publication				
Commencement of a foreclosure with litigation or court proceedings where reinstatement or redemption occurs and the foreclosure is		1% if publication starts 0 if no publication				

cancelled						
Completed Foreclosure with material reinstatement or redemption negotiations			Up to 5% or as provided in the Deed of Trust			
Completed Foreclosure with litigation or court proceedings			Up to 5% or as provided in the Deed of Trust			

FORM 309-2

**SCHEDULE OF COMMISSIONS AND COMPENSATION
FOR TRUSTEES AND ASSIGNEES FOR FORECLOSURE**

(NON-RESIDENTIAL LIEN INSTRUMENTS)

Trustee or Assignee Activity	Fixed or Limited Dollar Amounts	Percentage Of The Amount Owed On A Note	Percentage Of A Purchase Price At A Foreclosure Sale Auction	Reasonable Hourly Rate	Authorized Commission And Compensation Provisions	Any Other Reasonable Basis
Uncontested Completed Foreclosure with no attempt to reinstate			Up to 5% or as provided in the Deed of Trust			
Commencement of a foreclosure where reinstatement or redemption occurs and foreclosure is cancelled		1% if publication starts 0 if no publication				
Commencement of a foreclosure with litigation or court proceedings where reinstatement or redemption occurs and the foreclosure is cancelled		1% if publication starts 0 if no publication				
Completed Foreclosure with material reinstatement or redemption negotiations			Up to 5% or as provided in the Deed of Trust			
Completed Foreclosure with			Up to 5% or as provided			

litigation or court proceedings			in the Deed of Trust			
---------------------------------	--	--	----------------------	--	--	--

Government of the District of Columbia
Recorder of Deeds
515 D Street, N.W.
Washington, D.C. 20001

Received:
Date and Time:
Initials:

FORM 502

NOTICE OF COMMENCEMENT OF FORECLOSURE

**NOTICE OF FORECLOSURE SALE
OF REAL PROPERTY OR CONDOMINIUM UNIT**

Date of Notice: (month and day) _____, (year) _____

TO: _____

*(List name(s) and last known address(es) of each record owner
of the property, each debtor and guarantor.)*

**THIS IS AN IMPORTANT NOTICE REGARDING YOUR HOME OR REAL
PROPERTY.**

SECTION I. DESCRIPTION OF REAL PROPERTY BEING FORECLOSED

You are hereby notified that your property located at: _____
(Street address and unit number, if applicable)
_____ in Washington, D.C. _____ (zip code)

at Lot _____ and Square _____, is scheduled to be sold at a **FORECLOSURE SALE** to satisfy the debt secured by the Deed of Trust, mortgage or security instrument recorded in the D.C. Recorder of Deeds office on the _____ day of _____, 20__ as Instrument No. _____. The assessed value of the property at the time of recording of the lien instrument was _____ less than or _____ greater than one million dollars (\$1,000,000).

SECTION II. FORECLOSURE SALE

The foreclosure sale is scheduled on the following:

DATE: _____
TIME: _____
NAME: _____
LOCATION: _____
TELEPHONE: _____

IMPORTANT INFORMATION FOR YOU, THE REAL PROPERTY OWNER

1. The foreclosure sale is scheduled because the holder of your mortgage (referred to as a “noteholder” in this notice) states that you are in default on your loan that is secured by your home.
2. If a foreclosure sale occurs, you will no longer own your home and it may result in your eviction from the home. If you lose your home in the foreclosure sale, you may also lose any equity that you may have in the home (the value of your home less amounts owed under the mortgage(s) on the home.)
3. **If you wish to cure the default and stop the foreclosure, you should immediately review the information in Section IV below.**
4. You have the right to request that the foreclosing noteholder provide you the documents that you signed at the settlement of the defaulted loan or were given to you relating to the defaulted loan, such as a copy of the promissory note, deed of trust and Truth in Lending Act disclosures if the documents are in the possession of the noteholder.
5. If you are unable to cure the default prior to the foreclosure sale, you also have the right to sell your property prior to the foreclosure or refinance the debt, if applicable.
6. 6. You have a right to file an action in the Superior Court of the District of Columbia to assert the non-existence of a default or to assert any other defense that you may have to the acceleration of your debt and the foreclosure of your property. If you believe that you have a legal defense to this foreclosure, you should consult an attorney immediately.
7. You may also have a right to request a Judicial Foreclosure Sale under Section V below.

SECTION III.

AMOUNT OF NOTE

The **original amount** of the NOTE (loan) was \$_____ with a maturity date of _____.

The **current amount due (the payoff amount)** on the NOTE (loan), as of the date of this notice, is \$_____, with \$_____ in interest accruing per day.

A. Certification of Home Loan

(Please check only one)

_____ The noteholder certifies that the note and lien instrument is a home loan, as defined in Section 101 (12) (A) of the Protections from Predatory Lending and Mortgage Foreclosure Improvements Act of 2000 (“Act”).

_____ The noteholder certifies that the note and lien instrument is exempt from the definition of a home loan pursuant to Section 101 (12) (A) of the Act.

_____ The noteholder certifies that the note and lien instrument is not within the definition of home loan pursuant to Title 26A of the District of Columbia Municipal Regulations, Section _____.

B. Certification of Original Note

(Please check only one)

_____ The noteholder certifies that the original note is in its possession.

_____ The noteholder certifies that the original note is NOT in its possession and a lost note affidavit has been provided to the following trustee or assignee:

Name: _____

Address: _____

Telephone: _____

SECTION IV. RIGHT TO CURE DEFAULT

YOU HAVE THE RIGHT TO CURE THE DEFAULT AND TO STOP THE FORECLOSURE SALE

by paying the noteholder's Trustee or representative the amount that is currently past due on the loan and the noteholder's actual costs for the foreclosure sale and any other amounts paid by the noteholder to protect or maintain the property.

In order to cure the default and stop the foreclosure sale, you must pay the Trustee or representative the past due amount in certified funds prior to the foreclosure sale. If you cure the default, the maturity date and other terms of the note shall be reinstated and your loan will be made current.

The amount of money you will need to pay the Trustee will increase as the time gets closer to the foreclosure date because the noteholder may charge you, as the home or property owner, additional interest and foreclosure related charges and fees.

As of the date of this notice, in order to stop the foreclosure sale,

you must pay the noteholder:

\$ _____

As of the date of the foreclosure sale, in order to stop the sale,

the noteholder estimates that you will need to pay \$ _____, which includes the past due amount and an estimated \$ _____ in foreclosure costs and fees.

(An Affidavit of Debt that includes an itemization of the noteholder's foreclosure related fees and costs is attached to this notice. You may also request in writing that the

noteholder provide you with an itemized list of the foreclosure-related fees and costs. The trustee or assignee for foreclosure or attorney for the trustee or assignee shall provide you with the requested itemization within **three (3) business days** of your written request.)

**IF YOU WANT TO CURE THE DEFAULT AND STOP THE FORECLOSURE ON
YOUR HOME,
YOU MUST MAKE PAYMENT TO THE FOLLOWING PERSON
AS SOON AS POSSIBLE:**

Name: _____

Relationship to Noteholder: _____

District of Columbia Address: _____

Telephone number: _____

Fax number: _____

SECTION V. JUDICIAL FORECLOSURE SALE

- If your loan is a home loan (see Section II above), you may be entitled to request that the foreclosure sale of your property take place under the supervision of the District of Columbia Superior Court (where a court proceeding will take place to determine whether or not your home should be sold through foreclosure). In order to request judicial foreclosure, the following conditions must be met:
 - 1) A properly completed Information Form (Form 205(b)) was not attached to your residential lien instrument which is recorded with the Recorder of Deeds office; or
 - 2) The noteowner, lender, or mortgagee has engaged in predatory lending as explained in the attached Red Flag Warning Form, (Form 601(j)); or
 - 3) Your attached note or residential lien instrument specifies that it must be foreclosed by judicial foreclosure or it is limited to judicial foreclosure by the Protections from Predatory Lending and Mortgage Foreclosure Protections Act of 2000.

- If one of the above conditions is met, you may request that the trustee or assignee for foreclosure pursue a judicial foreclosure sale by doing the following:
 - 1) Complete the attached Demand for Judicial Foreclosure Sale Form 702-Request for Judicial Foreclosure form in its entirety;
 - 2) Attach reasonable evidence that your property insurance on your home is continually maintained in a sufficient amount;
 - 3) Include the following payment amounts:
 - \$ _____ which equals 1/12th of your annual property insurance premium;
 - \$ _____ which equals 1/12th of your annual real property taxes and assessments;
 - \$ _____ which equals 1/12th of any delinquent real property taxes and assessments, if applicable;

\$ _____ which equals 1/12th of the interest and penalties on any delinquent real property taxes and assessments, if applicable;
\$ _____ which equals .05% of your loan amount minus the amount of the origination/discount points and fees.
\$ _____ **Total amount**

4) Mail Form 702, your evidence of property insurance, and your total payment by certified or registered U.S. mail, return receipt requested to the person listed directly below. Also send a copy of those documents by first-class postage prepaid, to the same person listed below as follows:

Name: _____
Address: _____
Telephone: _____

- For more information on your rights as a borrower and the judicial foreclosure process, please read the attached Notice of Owners and Borrowers Rights (Form 502(d)(4)).

SECTION VI.

NOTEHOLDER INFORMATION

NOTEHOLDER: _____
TYPE OF ENTITY: _____
DOMICILE: _____
NOTICE ADDRESS: _____

SECTION VII.

ADDITIONAL CONTACT INFORMATION

TRUSTEE: _____
Address: _____

Telephone: _____
Fax: _____

LOAN

SERVICER: _____

Address: _____

Telephone: _____

Fax: _____

ATTORNEY(S): _____

Representing: _____

Address: _____

Telephone: _____

Fax: _____

ATTACHMENTS

Copies of the following documents are attached to this Notice (Please Note that these attachments were not recorded with the Recorder of Deeds):

- 1) Note or Lost Note Affidavit;**
- 2) Form 502(d)(2)-Affidavit of Debt;**
- 3) Title Search of the property;**
- 4) Form 502(d)(4)-Notice of the Owners' and Borrowers' Rights; and**
- 5) Form 702-Request for Judicial Foreclosure Sale.**

**ADDITIONAL COPIES OF THE ABOVE ATTACHMENTS MAY BE OBTAINED
FROM THE FOLLOWING PERSON:**

Name: _____

Relationship to Noteholder: _____

Address: _____

Telephone number: _____

Fax number: _____

AFFIDAVIT OF SERVICE

I, hereby AFFIRM OR ATTEST on this _____ day of _____, 20____, that a Notice of Commencement of Foreclosure Sale, and all attachments required by section 502(d) of the Act, was sent to the present owner(s) and borrower(s) of the real property encumbered by said deed of trust or other security instrument described above at his or her last known address, by

- (1) certified mail, return receipt requested, on the ___ day of _____, 20____; and
- (2) first class mail on the _____ day of _____, 20____; and
- (3) personal service upon _____ on the ___ day of _____, 20____ (for owner-occupied residential dwellings within the District of Columbia); or
- (4) posting on the _____ day of _____, 20____ after two attempts of personal service on the _____ day of _____, 20____ and on the _____ day of _____, 20____;

and that on the _____ day of _____, 20____, a copy of the Notice of Commencement of Foreclosure Sale was sent by first class mail to each of the following persons requesting notice as indexed in the Recorder of Deeds.

- (1) _____
(name and address)
- 2) _____
(name and address)
- (3) _____
(name and address)

Name and Title of Person Making Affidavit (Print or Type)

Signature of Person Making Affidavit

SWORN TO before me

on this _____ day of _____, 20____.

Notary Public: _____

My commission expires: _____.

FORM 502(d)(2)

AFFIDAVIT OF DEBT

Under the penalties of perjury, the undersigned hereby files this Affidavit of Debt and, based on actual knowledge and reasonable commercial efforts to determine facts, certifies that:

1. The indebtedness owed under the Deed of Trust or note filed in these proceedings is as follows:

Principal balance	\$ _____
Default interest from ____ to ____	\$ _____
Accrued late fees	\$ _____
Yield maintenance premium	\$ _____
Prepayment premium	\$ _____
Advance fees	\$ _____
Other charges (attach itemized list)	\$ _____
TOTAL	\$ _____
Per Diem	\$ _____
Daily interest rate	\$ _____

2. In order to reinstate the original terms and conditions of the home loan and terminate foreclosure proceedings, the borrower shall pay \$_____ within ____ days of the filing date of the Affidavit of Debt herein.
3. If the home loan is not reinstated, the borrower shall be responsible for the payment of enforcement costs in the amount of \$_____. The enforcement costs are itemized as follows:

<i>Cost #1</i>	\$ _____
<i>Cost #2</i>	\$ _____
<i>Cost #3</i>	\$ _____
4. The home loan [is] or [is not] a home loan as defined in section 101(12) of the Protections From Predatory Lending and Mortgage Foreclosure Improvements Act of 2000.
5. The borrower [is] or [is not] covered by the Soldier's and Sailors' Civil Relief Act of 1940, approved October 17, 1940 (54 Stat. 1178; 50 U.S.C. §§ 501-48, 60-90).

6. The lien instrument in this matter qualifies for a power of sale foreclosure based on the following reasons.
- A. [list reasons]
 - B.
 - C.

Respectfully submitted,

[Signature]

 Name
 Address
 Phone Number
 Relation to Debt

DISTRICT/STATE OF _____)
) ss:
 CITY/COUNTY OF _____)

Before me, a Notary Public, in and for the jurisdiction aforesaid, personally appeared _____ on the _____ day of _____, 20____, who executed (name) the foregoing and annexed Affidavit dated _____, 20____, who being by me first duly sworn, did acknowledge such Affidavit to be his/her/its act and deed for the uses and purposes therein contained.

WITNESS my hand and seal this _____ day of _____, 20____.

 Notary Public

[SEAL]

My Commission Expires: _____

 Notary Public

CERTIFICATE OF SERVICE

I hereby certify that on the _____ day of _____, 20____, a copy of the foregoing Affidavit was mailed by *first class, postage prepaid and by certified and registered mail* with return receipt requested, to:

[Name of each interested party, i.e., owner, trustee, Superintendent]
[Address of each party]

[Signature]

Form 502(d)(4)

NOTICE OF BORROWERS/HOMEOWNERS RIGHTS

A Notice of Commencement of Foreclosure begins the process for a power of sale foreclosure on the home of a borrower/homeowner. In a power of sale foreclosure, the trustee or assignee has the right to sell the home if the borrower/homeowner has failed to cure any default on his or her loan, which is secured by the home. As a borrower/homeowner with a home subject to foreclosure, you have the following rights, under the Protections from Predatory Lending and Mortgage Foreclosure Improvements Act of 2000, effective April 3, 2001 (D.C. Law 13-263; 48 DCR 991) (“Act”):

Reinstatement

The borrower/homeowner may stop foreclosure upon reinstatement of the home loan. In order to reinstate the home loan, the homeowner must make the following payments:

- a. As of the date of this notice, the borrower/homeowner must pay:
\$ _____ by the _____ day of [month, year].
- b. As of the date of the foreclosure sale, it is estimated that you must pay:
\$ _____ by the _____ day of [month, year].
- c. All payments for reinstatement shall be made by ___ check, ___ money order; ___ certified check; or ___ cash (check one) to:

Name: _____

Relationship to Noteholder: _____

District of Columbia Address: _____

Telephone number: _____

Fax number: _____

Judicial Foreclosure Sale

As an alternative to a power of sale foreclosure, the borrower/homeowner may have the right to request a judicial foreclosure. In a judicial foreclosure sale, a court will determine whether or

not the home should be sold by foreclosure and if so, under what conditions should the home be sold.

A judicial foreclosure sale may *only* be requested if :

- 1) The residential lien instrument requires judicial foreclosure ;
- 2) The information form was not attached to the recorded residential lien instrument; or
- 3) The borrower/homeowner has a home loan, as defined in section 101(12)(A) of the Act and the noteowner, lender, or mortgagee has engaged in predatory lending in violation of section 601 of the Act.

Procedures for requesting a Judicial Foreclosure Sale:

a. The borrower/homeowner must use Form 702, Demand for Judicial Foreclosure Sale to send notice to the person specified in Section V of Form 502, Notice of Commencement of Foreclose to request a judicial foreclosure sale. You must provide on Form 702 the reason for seeking a judicial foreclosure and whether you have complied with the required conditions as listed in section 703(a) of the Act, which are as follows:

1) Maintaining insurance on the property or paying 1/12th of the annual insurance premiums by the 5th business day of each month, if applicable. *Please indicate the amount paid each month.*

2) Paying 1/12th of the annual real property taxes and assessments next due by the 5th business day of each month. *Please indicate the amount paid each month.*

3) Paying 1/12th of delinquent real property taxes and assessment next due.

4) Paying 1/12th of the interest and penalties due on any delinquent real property taxes and assessments at the time of the demand for judicial foreclosure by the 5th business day of each month. *Please indicate the amount paid each month.*

5) Paying 1/2 of one percent of the total amount of all loan origination/discount points and fees subtracted from the lesser of the (i) Maximum principal amount of the note secured by the lien instrument, as stated in the Information Form, or (ii) Maximum principal amount of the note secured by the lien instrument actually funded to or for the account of borrower and owner. *Please indicate the amount paid each month.*

b. Upon receipt of the borrower/homeowner's request, the noteowner/noteholder must send, within 10 days, a written notice approving or disapproving the request for a judicial foreclosure sale to the borrower/homeowner and trustee or assignee.

c. If the noteowner/noteholder *approves* the request for a judicial foreclosure sale, the trustee or assignee must file a petition, in the Superior Court of the District of Columbia

(“Court”) seeking commencement of a judicial foreclosure sale. If the noteowner/noteholder *disapproves* the request for a judicial foreclosure sale, the trustee or assignee shall do one of the following:

- 1) File a written request, within 5 days, in the Court to schedule an expedited hearing to determine whether or not the borrower/homeowner is entitled to a judicial foreclosure sale;
 - 2) Provide notice that the required conditions established in section 703 of the Act have not been met and provide the borrower or owner with 10 days within which to satisfy the required conditions. If the required conditions are satisfied within the 10-day period, the noteowner can approve the request for judicial foreclosure or take actions under 1, 3, or 4. If the required conditions are not satisfied within the 10-day period, the noteowner/noteholder may instruct the trustee or assignee to proceed with a power of sale.
 - 2) Proceed to with a power sale foreclosure if the required Information Form was recorded with the residential loan instrument in accordance with Section 205; or
 - 3) Proceed to with a power sale foreclosure if the note and Residential Deed of Trust do not qualify as a home loan and are not required to be foreclosed by judicial foreclosure.
- d. If it is determined that the borrower/homeowner is entitled to a judicial foreclosure sale, the Court will hold a hearing to determine whether or not the home should be sold by a foreclosure and if so, under what conditions should the home be sold.
- e. If the Court determines that the home should be sold by either a power of sale foreclosure or judicial foreclosure sale, the trustee or assignee must advertise the foreclosure sale in a newspaper in accordance with section 1003 of the Act and hold an auction in accordance with section 1101 of the Act. An auction must be conducted between the hours of 10:00 a.m. and 5:30 p.m. and the price offered for the property cannot be grossly inadequate.
- f. The borrower/homeowner has the right to appeal any decision in accordance with court rules and procedures. If a decision is appealed, the homeowner will be required to pay a bond in the amount determined by the appellate court.

Filing a Petition in Court

The borrower/homeowner has the right to file a petition in the Court asserting any defenses to the power of sale foreclosure or judicial foreclosure sale; any alleged violation of predatory lending as defined in section 601 of the Act; or any other alleged violation of a District law, rule, or regulation. *Before bringing any action in court, the borrower/homeowner should seek the advice of an attorney.*

Additional Resources

The homeowner may contact the Department of Banking and Financial Institutions, 1400 L Street, NW, Suite 400, Washington, D.C., (202) 727-1563, to obtain a list of non-profit organizations, government agencies, and other entities that may be able to provide assistance and resources regarding home loans and predatory lending.

**PERSON TO CONTACT FOR INFORMATION REGARDING THE FORECLOSURE
SALE AND HOW TO CURE THE DEFAULT**

Name: _____

Relationship to Noteholder: _____

Address: _____

Telephone number: _____

Fax number: _____

FORM 504(b)(3)

AFFIDAVIT OF LOST NOTE AND INDEMNIFICATION

The undersigned, as agent for, or on behalf of _____ [insert name of Noteowner] (“Noteowner”) hereby files this Affidavit of Lost Note and Indemnification and certifies under the penalties of perjury that:

1. The undersigned has been unable to locate the original note or other obligation identified below despite a diligent search, and such original note or other obligation has been lost, misplaced, or destroyed.
2. The undersigned is [the original payee or obligee, or subsequent assignee] and [owner or holder] named in the note or other obligation which is secured by a deed of trust, mortgage, vendor’s lien, or other lien instrument as identified below.
 - a. Name of Lien Instrument: _____
(i.e., deed, mortgage, or vendor’s lien)
 - b. Date of Lien Instrument: _____
 - c. Real Property Encumbered:
Address: _____
Assessment and Taxation Lot No(s): _____
Recorded Square No: _____ Recorded Lot No: _____
(Optional: Attach Legal Description)
 - d. Instrument Number (or Liber and folio) of Recorded Lien Instrument: _____
 - e. Date or Year of Recording Lien Instrument: _____
 - f. Instrument Number(s) [or Liber and folio] and Date/Year of Recording of Prior Certificate(s) of Transfer, *if applicable*.
 - g. Instrument Number(s) [or Liber and folio] and Date/Year of Recording of Amendments, Modifications, Extensions, Supplements, etc. to the Lien Instrument, *if applicable*: _____.
3. Neither, the note, obligation, lien instrument, or any interest herein, has been transferred, assigned, or negotiated to any other person, which statement is made to the actual knowledge of the undersigned if the undersigned is not the noteowner.
4. The undersigned is duly authorized to make this affidavit.

NOTICE OF INDEMINIFICATION

The Noteowner hereby indemnifies all persons liable for repayment of the note, other obligation, or lien instrument, the trustee or assignee for foreclosure, and the Mayor of the District of Columbia of and from any loss, damage, or expense caused by the attempted wrongful enforcement of the original note or lien instrument.

REQUEST FOR FORECLOSURE

The Noteowner shall make a request for foreclosure within 14 days from the date of filing the foregoing Affidavit to the trustee or assignee in this matter.

PROTECTION FROM THIRD PARTY CLAIMS

The borrower/home owner is hereby advised that if the borrower or homeowner believes that he or she may be subject to a claim by a person other than the Noteowner or Oblige to enforce the missing note, other obligation, or lien instrument, the borrower or owner may petition an appropriate court in the District of Columbia for an order requiring the Noteowner or Obligee to provide adequate protection against any such claim

Respectfully submitted,

[Signature]

Name
Address
Phone Number

DISTRICT/STATE OF _____)
) ss:
CITY/COUNTY OF _____)

Before me, a Notary Public, in and for the jurisdiction aforesaid, personally appeared _____ on the _____ day of _____, 20____, who executed (name) the foregoing and annexed Affidavit dated _____, 20____, who being by me first duly sworn, did acknowledge such Affidavit to be his/her/its act and deed for the uses and purposes therein contained.

WITNESS my hand and seal this _____ day of _____, 20_____.

Notary Public

[SEAL]

My Commission Expires: _____

CERTIFICATE OF SERVICE

I hereby certify that on the _____ day of _____, 20____, a copy of the foregoing Affidavit was mailed by *first class, postage prepaid and by certified and registered mail* with return receipt requested, to:

[Name of each interested party, i.e., owner, trustee, Mayor]

[Address of each party]

[Signature]

FORM 601(i)

“RED FLAG” WARNING

This notice concerns your application for a loan to be secured by your home. **Your mortgage broker or lender should provide this notice to you within 3 days after you submitted your loan application.**

You should fully understand the information in this form before you close on your loan or sign any loan documents or agreements. This form will assist you in determining whether your mortgage broker or lender may be engaging in predatory lending practices in violation of District of Columbia law.

REMEMBER A MORTGAGE GIVES A LENDER THE RIGHT TO FORECLOSE ON YOUR HOME!

IF YOU CANNOT OR DO NOT PAY THE MONTHLY PAYMENTS ON TIME, YOUR HOME CAN BE SOLD AND YOU COULD LOSE YOUR EQUITY IN YOUR HOME AND BE EVICTED!

If you answer yes to one or more of the following questions, your lender may be engaging in predatory lending practices in violation of the District of Columbia Protections from Predatory Lending and Mortgage Foreclosure Improvements Act of 2000, effective April 3, 2001 (D.C. Law 13-263; 48 DCR 991)..

Please note that this list is not exclusive and does not contain all the possible lending abuses and violations that may occur. The District of Columbia Department of Banking and Financial Institutions highly recommends that you seek assistance or advice from the list of Housing Counseling Agencies available from the Department of Banking and Financial Institutions (1400 L Street, N.W., Washington, D.C. 20005, Suite 400), your Attorney, Accountant or Financial Advisor **before** you sign any loan agreement.

1. Red Flag Warning 1: Unaffordable Loan. Are you are spending 50% or more of your gross monthly income for the new monthly mortgage payment? For example, you may be retired, disabled, handicapped or you may be consolidating (paying off) credit cards, auto, personal or other loans with this refinance and not reducing your overall monthly payments substantially. ***If your answer is yes, your lender may be making a home loan to you that you are unable to afford.***

2. Red Flag Warning 2: Repeated Refinancings. Have you purchased single-premium credit insurance with your new loan and is the single-premium credit insurance being financed through your loan? ***If your answer is yes, your lender may be engaging in a predatory lending activity.***

3. Red Flag Warning 3: Encouraging Nonpayment. Have you refinanced your home more than once in the last 18 months and is your lender financing more than \$400 of your previous points and fees in your new loan? ***If your answer is yes, your lender may be engaging in repeated refinancings or “flipping” of your home in violation of the law.***
4. Red Flag Warning 4: Unreasonably High Interest Rate. Have you been informed by your lender that, because you are refinancing, you should not continue to pay on your existing loan? ***If your answer is yes, your lender may be encouraging you to default on your existing loan in anticipation of refinancing in violation of the law.***
5. Red Flag Warning 5: Failure To Report Good Payment History. Do you have a new loan with an annual percentage rate substantially greater than the rate you think you would otherwise have qualified for? For example, your interest rate is more than 3% above the rates for 30-year fixed rate mortgages published in the Washington Post each Saturday in the Real Estate Section or the Washington Times each Friday in the Home Section. ***If your answer is yes, your lender may be using your credit scores inaccurately or improperly in violation of the law.***
6. Red Flag Warning 6: High Fees And Charges. Was your favorable payment history and information **not** reported to a nationally recognized credit reporting agency for a period of more than 6 months? ***If your answer is yes, your lender could be failing to report your favorable credit history and may be in violation of the law.***
7. Red Flag Warning 7: Financed Credit Insurance. Are you are paying an amount in loan origination and discount points and other finance charges for your new loan (such as an amount equal to 5 loan origination or discount points)? ***If your answer is yes, your lender may be charging you a fee which, when considering your total home loan transaction, appears unconscionable.***
8. Red Flag Warning 8: Increased Interest Rate On Default. Do you have a home loan that includes a provision that increases the home loan’s interest rate upon default? ***If your answer is yes, your lender may be engaging in a predatory lending activity.***
9. Red Flag Warning 9: Improper Fees. Have you been charged fees for services that are not actually performed or charged loan discount points that do not reduce or materially result in a reduction of your interest rate? ***If your answer is yes, your lender may be acting in violation of the law.***
10. Red Flag Warning 10: Failure To Provide Notice. Did you fail to receive a copy of this “Red Flag-” Warning (Form 601(j)) from your lender within 3 days of submitting your home loan application? ***If your answer is yes, your lender may have failed to send you a required disclosure notice.***
11. Red Flag Warning 11: Prepayment Penalty. Have you been charged a prepayment premium, fee or charge? ***If your answer is yes, your lender may be engaging in predatory lending activity.***

12. Red Flag Warning 12: Balloon Payment. Do you have a home loan with a scheduled balloon payment in less than 7 years? *If your answer is yes, your lender may be engaging in predatory lending activity.*

13. Red Flag Warning 13: Advance Waiver. Have you waived a violation of any provision of your new loan in advance of finalizing your loan? *If your answer is yes, your lender may be imposing an advance waiver provision on you in violation of the law.*

14. Red Flag Warning 14: Mandatory Arbitration. Does your new home loan contain any mandatory arbitration clauses? *If your answer is yes, your lender may be engaging in a predatory lending practice.*

15. Red Flag Warning 15: Limit on Court Relief. Does your new home loan contain any mandatory limitations on your right to seek relief through the judicial process? *If your answer is yes, your lender may be engaging in a predatory lending practice.*

REMEMBER A MORTGAGE GIVES A LENDER THE RIGHT TO FORECLOSE ON YOUR HOME!

IF YOU CANNOT OR DO NOT PAY THE MONTHLY PAYMENTS ON TIME, YOUR HOME CAN BE SOLD AND YOU COULD LOSE YOUR EQUITY IN YOUR HOME AND BE EVICTED!

I hereby certify that this form was delivered to me on the

____ day of [month, year]

Signature

Name (Please Print)

Date

Form 702

DEMAND FOR JUDICIAL FORECLOSURE SALE

Pursuant to section 702 of the Protections from Predatory Lending and Mortgage Foreclosure Improvements Act of 2000 (“Act”), notice is hereby given that

_____ requests a judicial foreclosure sale for residential property
(name of borrower/homeowner)

located at _____, which has been filed as a security interest for a
(address, include lot and square #)

home loan.

The following information must be included:

A. *Detailed description of the reasons for requesting a judicial foreclosure, which shall include one or more the following:*

1. An information form was not attached to the recorded residential lien instrument.
2. The noteowner, lender, or mortgagee has engaged in activity that may constitute a predatory lending. *Please provide a detailed description of the alleged predatory lending activity.*
3. The residential lien instrument requires a judicial foreclosure.

B. *Description of the required conditions that have been satisfied in accordance with section 703(a) of the Act, which shall include the following:*

Borrower/homeowner has:

1. Maintained insurance on the property or paid 1/12th of the annual Insurance premiums by the 5th business day of each month, if applicable. *Please indicate the amount paid each month.*
2. Paid 1/12th of the annual real property taxes and assessments next due by the 5th business day of each month. *Please indicate the amount paid each month.*
3. Paid 1/12th of delinquent real property taxes and assessment next due. *Please indicate the amount paid each month.*
4. Paid 1/12th of the interest and penalties due on any delinquent real property taxes and assessments at the time of the demand for judicial foreclosure by the 5th business day of each month. *Please indicate the amount paid each month.*
5. Paid ½ of one percent of the total amount of all loan origination/discount points and fees subtracted from the lesser of the (i) Maximum principal amount of the note secured by the lien instrument, as stated in the information form, or (ii) Maximum

principal amount of the note secured by the lien instrument actually funded to or for the account of borrower and owner. *Please indicate the amount paid each month.*

- C. *Attach copies of proof of insurance and payments listed in paragraph B of this notice, if available.*
- D. *Name and address of borrower/homeowner.*
- E. *Certification that the noteowner, beneficiary, trustee, and assignee have been sent the borrower/homeowner's demand for judicial foreclosure sale in accordance with section 401(c) of the Act. The certification may be stated as follows:*

“I hereby certify that on the _____ day of [month, year] a copy of the foregoing Demand for Judicial Foreclosure was sent by first class mail and by certified and registered mail to: [the trustee and noteowner or beneficiary or the assignee for foreclosure and mortgagee or secured party in the manner specified in section 401(c) at the notice address specified in the Notice of Commencement of Foreclosure]”

Signature

Form 705(1)

**NOTICE OF ACCEPTANCE OF
JUDICIAL FORECLOSURE SALE**

Pursuant to section 705(1) of the Protections from Predatory Lending and Mortgage Improvements Foreclosure Act of 2000 (“Act”), notice is hereby given that _____ accepts the borrower/homeowner’s request to pursue a judicial (name of noteowner) foreclosure for residential property and requests that the trustee or assignee file a written request for a judicial foreclosure sale within [30] days from the date of this notice in the Superior Court of the District of Columbia. A judicial foreclosure sale is being requested for residential property located at _____, which has been filed as a security (address, include lot and square #) interest for a home loan.

The following information must be included in this notice:

A. *Description of the required conditions that have been met by the borrower/homeowner in accordance with section 703(a) of the Act, which shall include the following:*

Borrower/homeowner has:

1. Maintained insurance on the property or paid 1/12th of the annual insurance premiums by the 5th business day of each month, if applicable. *Please indicate the amount paid each month.*
2. Paid 1/12th of the annual real property taxes and assessments next due by the 5th business day of each month. *Please indicate the amount paid each month.*
3. Paid 1/12th of delinquent real property tax and assessments next due. *Please indicate the amount paid for each month.*
4. Paid 1/12th of the interest and penalties due on any delinquent real property taxes and assessments at the time of the demand for judicial foreclosure by the 5th business day of each month. *Please indicate the amount paid each month.*
5. Paid ½ of one percent of the total amount of all loan origination/discount points and fees subtracted from the lesser of the (i) Maximum principal amount of the note secured by the lien instrument, as stated in the Information Form, or (ii) Maximum principal amount of the

note secured by the lien instrument actually funded to or for the account of borrower and owner. *Please indicate the amount paid each month.*

- B. Attach disclosure form that explains the judicial foreclosure process.*
- C. Certification that the borrower/homeowner and trustee and assignee have been sent the Notice of Acceptance of Judicial Foreclosure Sale in accordance with section 401(c) of the Act. The certification may be stated as follows:*

“I hereby certify on the ____ day of [month, year] a copy of the foregoing Notice of Acceptance of Judicial Foreclosure Sale was sent by first class mail and by certified and registered mail to: [Names and addresses of interested parties]”

[Signature]

[Title]

[Address]

Form 705(2)

NOTICE OF FAILURE TO SATISFY REQUIRED CONDITIONS

Pursuant to section 705(2) of the Protections from Predatory Lending and Mortgage Foreclosure Improvements Act of 2000 (“Act”), notice is hereby given that _____ has failed to satisfy the required conditions during the (name of borrower/homeowner) challenge period of a judicial foreclosure sale for residential property located at _____, which has been filed as a security interest for a (address, include lot and square #) home loan. In order to continue a judicial foreclosure sale, you must comply with the required conditions on or before the ___ day of [month, year], which is ten (10) business days from the date of mailing this notice.

The following information must be included in the notice:

A. Description of the conditions that have not been satisfied in accordance with section 703(a) of the Act, which shall include one or more of the following:

Borrower/homeowner *has not:*

1. Maintained insurance on the property or paid 1/12th of the annual insurance premiums by the 5th business day of each month, if applicable. *Please indicate the amount paid each month.*
2. Paid 1/12th of the annual real property taxes and assessments next due by the 5th business day of each month. *Please indicate the amount paid each month.*
3. Paid 1/12th of delinquent real property tax and assessments next due. *Please indicate the amount paid for each month.*
4. Paid 1/12th of the interest and penalties due on any delinquent real property taxes and assessments at the time of the demand for judicial foreclosure by the 5th business day of each month. *Please indicate the amount paid each month.*
5. Paid ½ of one percent of the total amount of all loan origination/discount points and fees subtracted from the lesser of the (i) Maximum principal amount of the note secured by the lien instrument, as stated in the Information Form, or (ii) Maximum principal amount of the note secured by the lien instrument actually funded to or for the account of borrower and owner. *Please indicate the amount paid each month.*

B. Statement that the borrower's failure to comply with the above stated conditions on or before the ____ day of [month, year] will result in a cancellation of the request for a judicial foreclosure sale and that the trustee will pursue foreclosure through a power of sale foreclosure.

C. Certification that the requesting borrower/homeowner has been sent notice of the borrower's failure to comply with the required conditions in accordance with section 401(c) of the Act. The certification may be stated as follows:

“I hereby certify that on the ____ day of [month, year] a copy of the foregoing Notice of Failure to Satisfy Required Conditions was sent by first class mail and by certified or registered mail to: [Names and addresses of interested parties].

[Signature]

[Title]

[Address]

Form 705(3)

**NOTICE OF DENIAL AND
REQUEST FOR AN EXPEDITED HEARING**

Pursuant to section 705(3) of the Protections from Predatory Lending and Mortgage Improvements Act of 2000 (“Act”), notice is hereby given that [Name of Noteowner] denies the borrower/homeowner’s request to pursue a judicial foreclosure for residential property located at _____, Lot and Square No. _____ and requests that the trustee or assignee file a written request within 5 days in the Superior Court of the District of Columbia requesting an expedited hearing to determine whether the borrower/homeowner is entitled to a judicial foreclosure sale for residential property, which has been filed as a security interest for a home loan.

The following information must be included:

A. *Detailed description of the reasons for denying the borrower/homeowner’s request to pursue a judicial foreclosure, which shall include one or more of the following:*

Borrower/homeowner has failed to:

1. Maintain insurance on the property or pay 1/12th of the annual insurance premiums by the 5th business day of each month, if applicable. *Please indicate the amount paid each month.*
2. Pay 1/12th of the annual real property taxes and assessments next due by the 5th business day of each month. *Please indicate the amount paid each month.*
3. Pay 1/12th of delinquent real property taxes and assessment next due.
4. Pay 1/12th of the interest and penalties due on any delinquent real property taxes and assessments at the time of the demand for judicial foreclosure by the 5th business day of each month. *Please indicate the amount paid each month.*
5. Pay 1/2 of one percent of the total amount of all loan origination/discount points and fees subtracted from the lesser of the (i) Maximum principal amount of the note secured by the lien instrument, as stated in the Information Form, or (ii) Maximum principal amount of the note secured by the lien instrument actually funded to or for the account of borrower and owner. *Please indicate the amount paid each month.*

- B. *Name, address, phone number of trustee or person that borrower may contact to obtain information about the expedited hearing.*
- C. *Certification that the borrower/homeowner, trustee and assignee have been sent a Notice of Denial and Request for an Expedited Hearing in accordance with section 401(c) of the Act. The certification may be stated as follows:*

“I hereby certify that on the ____ day of [month, year] a copy of the Notice of Denial and Request for an Expedited Hearing was sent by first class mail and by certified or registered mail to: [names, address, and numbers of interested parties]”

[Signature]

[Title]

[Address]

Form 705(4)

**NOTICE OF DENIAL FOR JUDICIAL FORECLOSURE AND
PROCEEDING WITH POWER OF SALE FORECLOSURE**

Pursuant to sections 704(b) and 705(4) of the Protections from Predatory Lending and Mortgage Foreclosure Improvements Act of 2000 (“Act”), notice is hereby given that _____ denies the borrower/homeowner’s request to

(name of noteowner)

pursue a judicial foreclosure sale for residential property, and instructs the trustee or assignee to hold a power of sale foreclosure on the ____ day of [month, year] for residential property located at _____, which has been filed as a security interest

(address, include lot and square number)

for a home loan.

The following information must be included in the notice:

A. Description of reasons for seeking a power of sale foreclosure, which shall include one or more of the following:

1. Borrower has received notice of his or her failure to comply with the required conditions and has not complied with the conditions pursuant to section 703(a) of the Act.
2. An information form was recorded with the residential lien instrument.
3. The note and residential deed of trust do not qualify as a home loan in accordance with section 101(12)(B) of the Act .

B. Attach a copy of the residential lien instrument and information form, which were sent to the borrower/homeowner.

C. Attach a copy of the notice of failure to satisfy required conditions if the ground for commencing a power of sale foreclosure is based on the borrower’s failure to satisfy conditions.

D. Certification that the borrower/homeowner, trustee and assignee have been sent the Notice of Denial of Judicial Foreclosure and Proceeding with Power of Sale Foreclosure pursuant to section 401(c) of the Act. The certification may be stated as follows:

“I hereby certify that on the ____ day of [month, year] a copy of the forgoing Notice of Denial of Judicial Foreclosure and Proceeding with a Power of Sale Foreclosure was sent by first class mail and certified or registered mail to: [names and addresses of interested parties]

[Signature]

[Title]

[Address]

Form 901

PETITION FOR JUDICIAL FORECLOSURE

Comes now Plaintiff, pursuant to section 901 of the Protections from Predatory Lending and Mortgage Foreclosure Improvements Act of 2000, and states to the Court as follows:

A. That the Plaintiff is the trustee appointed to handle this matter and his or her employment address is _____.

B. That the homeowner/borrower is a resident of _____ and the owner of residential property located at:

(Street address and unit number, if applicable)

(Lot and Square Number)

C. That the Plaintiff is seeking a judicial foreclosure on the above referenced property for one or more of the following reasons:

1. An Information Form was not attached to the recorded lien instrument.
2. The homeowner/borrower alleges that the noteowner, lender, or mortgagee has engaged in predatory lending. *Please provide a detailed description of the alleged predatory lending activity as provided by the borrower/homeowner in the demand for judicial foreclosure.*
3. The residential lien instrument requires a judicial foreclosure.

D. That the borrower/homeowner obtained a home loan from _____ in the amount of \$_____ with an interest rate of _____ and a maturity date of _____.

E. That the borrower/homeowner is in default of the home loan, which is secured by the above referenced residential property.

F. That a lien instrument was recorded on the ___ day of [month, year] in the District of Columbia Recorder of Deeds. *Attach copy of lien instrument.*

G. That the borrower *has* or *has not* complied with the required conditions in accordance with section 703(a) of the Protections from Predatory Lending and Mortgage Foreclosure Improvements Act of 2000:

1. Maintained insurance on the property or paid 1/12th of the annual insurance premiums by the 5th business day of each month, if applicable. *Please indicate the amount paid each month.*
2. Paid 1/12th of the annual real property taxes and assessments next due by the 5th business day of each month. *Please indicate the amount paid each month.*

3. Paid 1/12th of delinquent real property tax and assessments next due. *Please indicate the amount paid for each month.*
4. Paid 1/12th of the interest and penalties due on any delinquent real property taxes and assessments at the time of the demand for judicial foreclosure by the 5th business day of each month. *Please indicate the amount paid each month.*
5. Paid 1/2 of one percent of the total amount of all loan origination/discount points and fees subtracted from the lesser of the (i) Maximum principal amount of the note secured by the lien instrument, as stated in the information form, or (ii) Maximum principal amount of the note secured by the lien instrument actually funded to or for the account of borrower and owner. *Please indicate the amount paid each month.*

WHEREFORE, based on the foregoing, Plaintiff prays for a judicial foreclosure on the above referenced property.

Respectfully submitted,

 Plaintiff
 [Address]
 [Telephone Number]

DISTRICT/STATE OF _____)
) ss:
 CITY/COUNTY OF _____)

Before me, a Notary Public, in and for the jurisdiction aforesaid, personally appeared _____ on the _____ day of _____, 20____, who executed (name)

the foregoing and annexed Petition and who being by me first duly sworn, did acknowledge such Petition to be his or her act and deed for the uses and purposes therein contained.

WITNESS my hand and seal this _____ day of _____, 20____.

Notary Public

[SEAL]

My Commission Expires: _____

Notary Public

Form 1104(b)

MEMORANDUM OF FORECLOSURE SALE

Date: _____

This memorandum constitutes an agreement among and between _____ (name of accepted bidder); _____ (name of trustee and assignee); and _____ (name of auctioneer) for the sale of residential property located at _____ (location of property), Lot and Square No. _____, which was sold and purchased at a foreclosure auction held at _____ (location of auction) on the ____ day of [month, year] at ____ a.m./p.m.

The accepted bidder has agreed to purchase the above referenced residential property in the amount of \$_____, which represents the bid price, and has paid a deposit to the trustee or assignee in the amount of \$_____. The total amount due is \$_____, and shall be paid to the trustee or assignee on or before the ____ day of [month, year].

A. Name of Accepted Bidder: _____

Address of Accepted Bidder: _____

Type of entity, if applicable (i.e., corporation, non-profit, partnership): _____

Social Security Number or Internal Revenue Tax ID Number: _____

Name of Contact person: _____ Phone Number: _____

Address of Contact person: _____

B. Name of Trustee or Assignee: _____

Address of Trustee or Assignee: _____

C. Name of the Auctioneer: _____ D.C. License Number: _____

Address of the Auctioneer: _____

D. [Attach a copy of the foreclosure sale advertisement as it appeared in the newspaper and an Affidavit of publication from the publisher of the newspaper].

Signature of Accepted Bidder

Signature of Accepted Bidder's Attorney

Signature of Trustee/Assignee

Signature of Trustee/Assignee's Attorney

Signature of Auctioneer

Form 1108/1109

NOTICE OF CANCELLATION OF FORECLOSURE SALE

Pursuant to sections 1108 and 1109 of the Protections from Predatory Lending and Mortgage Foreclosure Improvements Act of 2000 (“Act”), notice is hereby given that the foreclosure sale for residential property located at _____ has been cancelled for the reason(s) listed below.

The following information shall be included in the notice:

A. *Description of the reason(s) for the cancellation of the foreclosure sale as required by section 1109(a) of the Act, which shall include one or more of the following:*

1. The notice of default, notice of acceleration, or notice of commencement of foreclosure was not sent to the borrower/homeowner and any other person(s) liable on the note or obligation secured by the above referenced property in accordance with sections 402, 404 and 502 of the Act.
2. A material mistake was made in the conduct of the foreclosure that renders the foreclosure void or voidable in the opinion of counsel for the trustee or assignee.
3. There was noncompliance with the Rental Housing Commission and Sale Act of 1980.
4. The trustee or assignee for foreclosure is unable to convey title in the condition required in the Memorandum of Sale due to a defect in the quality of the trustee’s or assignee’s for foreclosure title in the real property.
5. The accepted bidder failed to complete the acquisition of the real property without fault of the trustee or assignee for foreclosure.
6. The Auditor disapproved the foreclosure procedure or distribution of proceeds and the basis for the Auditor’s disapproval cannot be easily corrected without a new foreclosure sale;
7. The borrower/homeowner of the property, accepted bidder, and one of the noteowner, beneficiary, mortgagee, secured party, or obligee secured by the foreclosed lien instrument have agreed to cancel the foreclosure sale and reinstate the owner’s ownership of the real property, the lien of the foreclosed lien instrument, all subordinate liens extinguished by the foreclosure sale, and all subordinate interests in real property extinguished by the foreclosure as if the foreclosure sale was void *ab initio*.

- B. *Statement that all costs and expenses incurred as a result of the cancellation will be the responsibility of noteowner, beneficiary, mortgagee, or secured party unless the parties agree otherwise.*
- C. *Certification that the Notice of Cancellation of Foreclosure Sale was sent to the Auditor, all borrowers/homeowners and subordinate interest holders within two (2) business days after the decision to cancel was made. The certification may be stated as follows:*

“I hereby certify that on the ____day of [month, year] the foregoing Notice of Cancellation of Foreclosure Sale was sent by first class mail, postage pre-paid, to: [name and address of interested parties].”

[Signature]
[Title]
[Address]
[Phone Number]

Form 1201(6)(b)

AFFIDAVIT OF SERVICE

The undersigned hereby certifies under the penalties of perjury that:

1. On the ____ day of [month, year] at ____ a.m./p.m., a Notice of Commencement of Foreclosure for residential property located at _____ was personally served upon [names of the person served] at his/her [place of employment or residency] at [address of employment or residency].
2. The Notice of Commencement of Foreclosure was personally given to a Mr./Mrs./Ms. _____, who identified himself/herself to be over the age of eighteen, competent and [residing or working] at the above referenced location, and who appeared to be [description of person served, including gender, weight, height, and race].
3. The undersigned is a resident of the District of Columbia, over the age of eighteen, and not a party to this matter.

 [Signature]
 [Title]
 [Address]
 [Phone Number]

DISTRICT/STATE OF _____)
) ss:
 CITY/COUNTY OF _____)

Before me, a Notary Public, in and for the jurisdiction aforesaid, personally appeared _____ on the ____ day of _____, 20____, who executed (name) the foregoing and annexed Affidavit of Service dated _____, 20____, who being by me first duly sworn, did acknowledge such Affidavit of Service to be his/her/its act and deed for the uses and purposes therein contained.

WITNESS my hand and seal this ____ day of _____, 20____.

 Notary Public

[SEAL]

My Commission Expires: _____

 Notary Public

Form 1201(10)

AFFIDAVIT OF COMPLIANCE

The undersigned hereby certifies under the penalties of perjury that based on his knowledge, information and belief:

1. [Name of the trustee/assignee, auctioneer, the accepted bidder, and the noteowner, beneficiary, mortgagee, or secured party] have/has not engaged in any misconduct, misrepresentation, or violation of any law, rule or regulation related to the administration or execution of a foreclosure sale for residential property located at _____.

(If the undersigned is aware of any of the interested parties engaging in misconduct, misrepresentation or violation of any rule, law, or regulation related to the foreclosure sale, he or she must identify that person and set forth the allegations in this affidavit).

2. *Description of any affiliations between the undersigned and the trustee/assignee, auctioneer, the accepted bidder, and the noteowner, beneficiary, mortgagee or secured party. Such affiliations may include family relationships, any former or existing contractual relationship, or any former or existing employer-employee relationship.*

[Signature]
[Title]
[Address]
[Phone Number]

DISTRICT/STATE OF _____)
) ss:
CITY/COUNTY OF _____)

Before me, a Notary Public, in and for the jurisdiction aforesaid, personally appeared _____ on the _____ day of [month, year] who executed (name) the foregoing and annexed Affidavit of Compliance dated [day, month, and year], who being by me first duly sworn, did acknowledge such Affidavit of Compliance to be his/her/its act and deed for the uses and purposes therein contained.

WITNESS my hand and seal this _____ day of [month, year].

Notary Public

[SEAL]

My Commission Expires: _____

Notary Public

Form 1205(aR)

AUDITOR'S REPORT ON FORECLOSURE SALE PROCEDURES

Property Location _____
Lot and Square _____
Instrument No. _____
Date of Foreclosure Sale _____
Date of Submission of
Documents to Auditor _____

As set forth in Section 1205 of the D.C. Law 13-263, the Auditor is required by law to send this written notice, within 15 business days of receipt of the items listed below to the trustee or assignee.

AUDITOR'S FINDINGS

Based upon the Auditor's review, the following documents have been received by the Auditor's office in an acceptable form.

- _____ **THE ORIGINAL NOTE CERTIFIED BY THE NOTEOWNER.**
If the original note is unavailable, the trustee or assignee may send, as a substitute, a copy of the original note certified by the noteowner with a lost note affidavit and indemnity by the noteowner of the borrower, homeowner and trustee or assignee for foreclosure on a form approved by the auditor.

- _____ **THE ORIGINAL RECORDED LIEN INSTRUMENT AND ALL AMENDMENTS TO THE RECORDED LIEN INSTRUMENT.**
If the original recorded lien instrument is unavailable, the trustee or assignee may send, as a substitute, a copy of the recorded lien instrument and all amendments evidencing their recordation among the land records as certified by the Recorder of Deeds.

- _____ **THE ORIGINAL RECORDED DEEDS OF APPOINTMENT OF SUBSTITUTE TRUSTEE, RESIGNATIONS OF TRUSTEE, OR ASSIGNMENTS FOR FORECLOSURE.**
If the original recorded deed is unavailable, the trustee or assignee may send, as a substitute, a copy of the recorded deeds of appointment of substitute trustee, resignations of trustee, or assignment for foreclosure evidencing their recordation among the land records as certified by the Recorder of Deeds.

- _____ **A TITLE SEARCH OF THE REAL PROPERTY UPDATED THROUGH THE DATE OF THE FORECLOSURE SALE AUCTION.**
The title search must be in the form of an American Land Title Association commitment for title insurance.

_____ **AN AFFIDAVIT OF MAILING CERTIFYING THAT THE NOTICE OF COMMENCEMENT OF FORECLOSURE WAS MAILED TO OR SERVED ON THE BORROWERS, HOMEOWNERS, AND SUBORDINATE INTEREST HOLDERS.**

_____ **AN AFFIDAVIT OF SERVICE CERTIFYING THAT THE NOTICE OF COMMENCEMENT FOR FORECLOSURE WAS RECORDED IN THE RECORDER OF DEEDS OFFICE.**

_____ **A COPY OF THE FORECLOSURE SALE ADVERTISEMENT.**

_____ **A CERTIFICATE OF PUBLICATION FROM THE NEWSPAPERS WHICH PUBLISHED THE FORECLOSURE SALE ADVERTISEMENT.**

_____ **THE AFFIDAVITS OF COMPLIANCE FROM THE TRUSTEE OR ASSIGNEE FOR FORECLOSURE, AUCTIONEER, ACCEPTED BIDDER, AND NOTEOWNER, BENEFICIARY, MORTGAGEE, OR SECURED PARTY.**

_____ **THE ORIGINAL MEMORANDUM OF FORECLOSURE SALE.**
If the original is unavailable, the trustee or assignee may send a copy of the memorandum of sale certified by the auctioneer.

_____ **A DISCLOSURE OF ANY ASSIGNMENT OF THE PURCHASE RIGHT BY THE ORIGINAL ACCEPTED BIDDER AND WHETHER SUCH ASSIGNMENT IS SUBJECT TO RECORDATION OR TRANSFER TAXES.**

_____ **A PROPOSED FORM OF DEED OF CONVEYANCE BY THE TRUSTEE OR ASSIGNEE FOR FORECLOSURE.**

_____ **PAYMENT OF THE AUDITOR'S FEE WITHIN 90 DAYS OF THE CONCLUSION OF THE FORECLOSURE SALE AUCTION.**

_____ **THE AUDITOR HAS RECEIVED EXPLANATION FOR THE FAILURE TO PRODUCE THE FOLLOWING:**

Form 1205(aNR)

AUDITOR’S REPORT ON FORECLOSURE SALE PROCEDURES

Property Location _____
Lot and Square _____
Instrument No. _____
Date of Foreclosure Sale _____
Date of Submission of
Documents to Auditor _____

As set forth in Section 1205 of the Protections from Predatory Lending and Mortgage Foreclosure Improvements Act of 2000, effective April 3, 2001 (D.C. Law 13-263; 48 DCR 991), the Auditor is required by law to send this written notice, within 15 business days of receipt of the items listed below to the trustee or assignee.

AUDITOR’S FINDINGS

Based upon the Auditor’s review, the following documents have ***not*** been received by the Auditor’s office in an acceptable form.

- _____ **THE ORIGINAL NOTE CERTIFIED BY THE NOTEOWNER.**
If the original note is unavailable, the trustee or assignee may send, as a substitute, a copy of the original note certified by the noteowner with a lost note affidavit and indemnity by the noteowner of the borrower, homeowner and trustee or assignee for foreclosure on a form approved by the auditor.

- _____ **THE ORIGINAL RECORDED LIEN INSTRUMENT AND ALL AMENDMENTS TO THE RECORDED LIEN INSTRUMENT.**
If the original recorded lien instrument is unavailable, the trustee or assignee may send, as a substitute, a copy of the recorded lien instrument and all amendments evidencing their recordation among the land records as certified by the Recorder of Deeds.

- _____ **THE ORIGINAL RECORDED DEEDS OF APPOINTMENT OF SUBSTITUTE TRUSTEE, RESIGNATIONS OF TRUSTEE, OR ASSIGNMENTS FOR FORECLOSURE.**
If the original recorded deed is unavailable, the trustee or assignee may send, as a substitute, a copy of the recorded deeds of appointment of substitute trustee, resignations of trustee, or assignment for foreclosure evidencing their recordation among the land records as certified by the Recorder of Deeds.

- _____ **A TITLE SEARCH OF THE REAL PROPERTY UPDATED THROUGH THE DATE OF THE FORECLOSURE SALE AUCTION.**
The title search must be in the form of an American Land Title Association commitment for title insurance.

_____ **AN AFFIDAVIT OF MAILING CERTIFYING THAT THE NOTICE OF COMMENCEMENT OF FORECLOSURE WAS MAILED TO OR SERVED ON THE BORROWERS, HOMEOWNERS, AND SUBORDINATE INTEREST HOLDERS.**

_____ **AN AFFIDAVIT OF SERVICE CERTIFYING THAT THE NOTICE OF COMMENCEMENT FOR FORECLOSURE WAS RECORDED IN THE RECORDER OF DEEDS OFFICE.**

_____ **A COPY OF THE FORECLOSURE SALE ADVERTISEMENT.**

_____ **A CERTIFICATE OF PUBLICATION FROM THE NEWSPAPERS WHICH PUBLISHED THE FORECLOSURE SALE ADVERTISEMENT.**

_____ **THE AFFIDAVITS OF COMPLIANCE FROM THE TRUSTEE OR ASSIGNEE FOR FORECLOSURE, AUCTIONEER, ACCEPTED BIDDER, AND NOTEOWNER, BENEFICIARY, MORTGAGEE, OR SECURED PARTY.**

_____ **THE ORIGINAL MEMORANDUM OF FORECLOSURE SALE.**
If the original is unavailable, the trustee or assignee may send a copy of the memorandum of sale certified by the auctioneer.

_____ **A DISCLOSURE OF ANY ASSIGNMENT OF THE PURCHASE RIGHT BY THE ORIGINAL ACCEPTED BIDDER AND WHETHER SUCH ASSIGNMENT IS SUBJECT TO RECORDATION OR TRANSFER TAXES.**

_____ **A PROPOSED FORM OF DEED OF CONVEYANCE BY THE TRUSTEE OR ASSIGNEE FOR FORECLOSURE.**

_____ **PAYMENT OF THE AUDITOR'S FEE WITHIN 90 DAYS OF THE CONCLUSION OF THE FORECLOSURE SALE AUCTION.**

_____ **THE AUDITOR HAS RECEIVED EXPLANATION FOR THE FAILURE TO PRODUCE THE FOLLOWING:**

Form 1205(b)

AUDITOR'S REPORT ON FORECLOSURE SALE PROCEDURES

Property Location _____
Lot and Square _____
Instrument No. _____
Date of Foreclosure Sale _____
Date of Submission of
Documents to Auditor _____

As set forth in Section 1205 of the Protections from Predatory Lending and Mortgage Foreclosure Improvements Act of 2000, effective April 3, 2001 (D.C. Law 13-263; 48 DCR 991), the Auditor is required by law to send this written notice, within 15 business days of receipt of the items listed below to the trustee or assignee.

AUDITOR'S FINDINGS

Based upon the Auditor's review, the Auditor is **unable** to determine if the trustee or the assignee for foreclosure followed the foreclosure sale procedure specified in the Act and the rules promulgated thereunder. **Additional information and evidence** is requested on the following documents:

- _____ **THE ORIGINAL NOTE CERTIFIED BY THE NOTEOWNER.**
If the original note is unavailable, the trustee or assignee may send, as a substitute, a copy of the original note certified by the noteowner with a lost note affidavit and indemnity by the noteowner of the borrower, homeowner and trustee or assignee for foreclosure on a form approved by the auditor.

- _____ **THE ORIGINAL RECORDED LIEN INSTRUMENT AND ALL AMENDMENTS TO THE RECORDED LIEN INSTRUMENT.**
If the original recorded lien instrument is unavailable, the trustee or assignee may send, as a substitute, a copy of the recorded lien instrument and all amendments evidencing their recordation among the land records as certified by the Recorder of Deeds.

- _____ **THE ORIGINAL RECORDED DEEDS OF APPOINTMENT OF SUBSTITUTE TRUSTEE, RESIGNATIONS OF TRUSTEE, OR ASSIGNMENTS FOR FORECLOSURE.**
If the original recorded deed is unavailable, the trustee or assignee may send, as a substitute, a copy of the recorded deeds of appointment of substitute trustee, resignations of trustee, or assignment for foreclosure evidencing their recordation among the land records as certified by the Recorder of Deeds.

- _____ **A TITLE SEARCH OF THE REAL PROPERTY UPDATED THROUGH THE DATE OF THE FORECLOSURE SALE AUCTION.**

The title search must be in the form of an American Land Title Association commitment for title insurance.

_____ **AN AFFIDAVIT OF MAILING CERTIFYING THAT THE NOTICE OF COMMENCEMENT OF FORECLOSURE WAS MAILED TO OR SERVED ON THE BORROWERS, HOMEOWNERS, AND SUBORDINATE INTEREST HOLDERS.**

_____ **AN AFFIDAVIT OF SERVICE CERTIFYING THAT THE NOTICE OF COMMENCEMENT FOR FORECLOSURE WAS RECORDED IN THE RECORDER OF DEEDS OFFICE.**

_____ **A COPY OF THE FORECLOSURE SALE ADVERTISEMENT.**

_____ **A CERTIFICATE OF PUBLICATION FROM THE NEWSPAPERS WHICH PUBLISHED THE FORECLOSURE SALE ADVERTISEMENT.**

_____ **THE AFFIDAVITS OF COMPLIANCE FROM THE TRUSTEE OR ASSIGNEE FOR FORECLOSURE, AUCTIONEER, ACCEPTED BIDDER, AND NOTEOWNER, BENEFICIARY, MORTGAGEE, OR SECURED PARTY.**

_____ **THE ORIGINAL MEMORANDUM OF FORECLOSURE SALE.**

If the original is unavailable, the trustee or assignee may send a copy of the memorandum of sale certified by the auctioneer.

_____ **A DISCLOSURE OF ANY ASSIGNMENT OF THE PURCHASE RIGHT BY THE ORIGINAL ACCEPTED BIDDER AND WHETHER SUCH ASSIGNMENT IS SUBJECT TO RECORDATION OR TRANSFER TAXES.**

_____ **A PROPOSED FORM OF DEED OF CONVEYANCE BY THE TRUSTEE OR ASSIGNEE FOR FORECLOSURE.**

_____ **PAYMENT OF THE AUDITOR'S FEE WITHIN 90 DAYS OF THE CONCLUSION OF THE FORECLOSURE SALE AUCTION.**

YOU HAVE 45 DAYS, FROM THE DATE OF THIS NOTICE, TO PROVIDE SUFFICIENT INFORMATION AND EVIDENCE THAT THE FORECLOSURE PROCEDURES AND REGULATIONS HAVE BEEN FOLLOWED.

**Please send the requested information by certified mail to:
Department of Banking and Financial Institutions
Office of the Auditor
1400 L Street, N.W., Suite 400**

Washington, D.C. 20005
[Call (202) 727-1563 if you have any further questions]
Form 1205(d)

**AUDITOR'S PRELIMINARY REPORT ON DISTRIBUTION OF
FORECLOSURE SALE PROCEEDS AND DEFICIENCY**

Property Location _____
Lot and Square _____
Instrument No. _____
Date of Foreclosure Sale _____
Date of Submission of
Documents to Auditor _____

As set forth in Section 1202 of the D.C. Law 13-263, the Auditor is required by law to send this written notice, within 45 business days of receipt of the items listed below to the trustee or assignee.

AUDITOR'S FINDINGS

Based upon the Auditor's review, the following documents have been received by the Auditor's office in an acceptable form.

_____ **THE ORIGINAL NOTE CERTIFIED BY THE NOTEOWNER.**
If the original note is unavailable, the trustee or assignee may send, as a substitute, a copy of the original note certified by the noteowner with a lost note affidavit and indemnity by the noteowner of the borrower, homeowner and trustee or assignee for foreclosure on a form approved by the auditor.

_____ **THE ORIGINAL RECORDED LIEN INSTRUMENT AND ALL AMENDMENTS TO THE RECORDED LIEN INSTRUMENT.**
If the original recorded lien instrument is unavailable, the trustee or assignee may send, as a substitute, a copy of the recorded lien instrument and all amendments evidencing their recordation among the land records as certified by the Recorder of Deeds.

_____ **THE ORIGINAL RECORDED DEEDS OF APPOINTMENT OF SUBSTITUTE TRUSTEE, RESIGNATIONS OF TRUSTEE, OR ASSIGNMENTS FOR FORECLOSURE.**
If the original recorded deed is unavailable, the trustee or assignee may send, as a substitute, a copy of the recorded deeds of appointment of substitute trustee, resignations of trustee, or assignment for foreclosure evidencing their recordation among the land records as certified by the Recorder of Deeds.

_____ **A TITLE SEARCH OF THE REAL PROPERTY UPDATED THROUGH THE DATE OF THE FORECLOSURE SALE AUCTION.**

The title search must be in the form of an American Land Title Association commitment for title insurance.

_____ **AN AFFIDAVIT OF MAILING CERTIFYING THAT THE NOTICE OF COMMENCEMENT OF FORECLOSURE WAS MAILED TO OR SERVED ON THE BORROWERS, HOMEOWNERS, AND SUBORDINATE INTEREST HOLDERS.**

_____ **AN AFFIDAVIT OF SERVICE CERTIFYING THAT THE NOTICE OF COMMENCEMENT FOR FORECLOSURE WAS RECORDED IN THE RECORDER OF DEEDS OFFICE.**

_____ **A COPY OF THE FORECLOSURE SALE ADVERTISEMENT.**

_____ **A CERTIFICATE OF PUBLICATION FROM THE NEWSPAPERS WHICH PUBLISHED THE FORECLOSURE SALE ADVERTISEMENT.**

_____ **THE AFFIDAVITS OF COMPLIANCE FROM THE TRUSTEE OR ASSIGNEE FOR FORECLOSURE, AUCTIONEER, ACCEPTED BIDDER, AND NOTEOWNER, BENEFICIARY, MORTGAGEE, OR SECURED PARTY.**

_____ **THE ORIGINAL MEMORANDUM OF FORECLOSURE SALE.**

If the original is unavailable, the trustee or assignee may send a copy of the memorandum of sale certified by the auctioneer.

_____ **A DISCLOSURE OF ANY ASSIGNMENT OF THE PURCHASE RIGHT BY THE ORIGINAL ACCEPTED BIDDER AND WHETHER SUCH ASSIGNMENT IS SUBJECT TO RECORDATION OR TRANSFER TAXES.**

_____ **A PROPOSED FORM OF DEED OF CONVEYANCE BY THE TRUSTEE OR ASSIGNEE FOR FORECLOSURE.**

_____ **PAYMENT OF THE AUDITOR'S FEE WITHIN 90 DAYS OF THE CONCLUSION OF THE FORECLOSURE SALE AUCTION.**

**CONFIRMATION OR MODIFICATION OF THE PROPOSED
DISTRIBUTION OF THE FORECLOSURE PROCEEDS**

The proposed distribution of gross sale proceeds based on information presented including all claims to the sales proceeds and payment of all fees and costs, including copies of real estate tax bills, invoices for costs and services, and all necessary information to verify the proposed distribution of gross sales is confirmed (modified) as follows:

**CONFIRMATION OR MODIFICATION OF THE AMOUNT OF THE
PROPOSED DEFICIENCY, IF ANY, CLAIMED BY THE NOTEOWNER,
BENEFICIARY, MORTGAGEE, OR SECURED PARTY.**

The amount of the proposed deficiency is confirmed (modified) as follows:

Form 1205(h)

**AUDITOR'S FINAL REPORT ON DISTRIBUTION OF FORECLOSURE
SALE PROCEEDS AND DEFICIENCY**

Property Location _____
Lot and Square _____
Instrument No. _____
Date of Foreclosure Sale _____
Date of Submission of
Documents to Auditor _____

As set forth in Section 1205 of the Protections from Predatory Lending and Mortgage Foreclosure Improvements Act of 2000, effective April 3, 2001 (D.C. Law 13-263; 48 DCR 991), the Auditor is required by law to send this written notice, within 45 business days of receipt of the items listed below to the trustee or assignee.

AUDITOR'S FINDINGS

Based upon the Auditor's review, the following documents have been received by the Auditor's office in an acceptable form.

- _____ **THE ORIGINAL NOTE CERTIFIED BY THE NOTEOWNER.**
If the original note is unavailable, the trustee or assignee may send, as a substitute, a copy of the original note certified by the noteowner with a lost note affidavit and indemnity by the noteowner of the borrower, homeowner and trustee or assignee for foreclosure on a form approved by the auditor.

- _____ **THE ORIGINAL RECORDED LIEN INSTRUMENT AND ALL AMENDMENTS TO THE RECORDED LIEN INSTRUMENT.**
If the original recorded lien instrument is unavailable, the trustee or assignee may send, as a substitute, a copy of the recorded lien instrument and all amendments evidencing their recordation among the land records as certified by the Recorder of Deeds.

- _____ **THE ORIGINAL RECORDED DEEDS OF APPOINTMENT OF SUBSTITUTE TRUSTEE, RESIGNATIONS OF TRUSTEE, OR ASSIGNMENTS FOR FORECLOSURE.**
If the original recorded deed is unavailable, the trustee or assignee may send, as a substitute, a copy of the recorded deeds of appointment of substitute trustee, resignations of trustee, or assignment for foreclosure evidencing their recordation among the land records as certified by the Recorder of Deeds.

- _____ **A TITLE SEARCH OF THE REAL PROPERTY UPDATED THROUGH THE DATE OF THE FORECLOSURE SALE AUCTION.**

The title search must be in the form of an American Land Title Association commitment for title insurance.

_____ **AN AFFIDAVIT OF MAILING CERTIFYING THAT THE NOTICE OF COMMENCEMENT OF FORECLOSURE WAS MAILED TO OR SERVED ON THE BORROWERS, HOMEOWNERS, AND SUBORDINATE INTEREST HOLDERS.**

_____ **AN AFFIDAVIT OF SERVICE CERTIFYING THAT THE NOTICE OF COMMENCEMENT FOR FORECLOSURE WAS RECORDED IN THE RECORDER OF DEEDS OFFICE.**

_____ **A COPY OF THE FORECLOSURE SALE ADVERTISEMENT.**

_____ **A CERTIFICATE OF PUBLICATION FROM THE NEWSPAPERS WHICH PUBLISHED THE FORECLOSURE SALE ADVERTISEMENT.**

_____ **THE AFFIDAVITS OF COMPLIANCE FROM THE TRUSTEE OR ASSIGNEE FOR FORECLOSURE, AUCTIONEER, ACCEPTED BIDDER, AND NOTEOWNER, BENEFICIARY, MORTGAGEE, OR SECURED PARTY.**

_____ **THE ORIGINAL MEMORANDUM OF FORECLOSURE SALE.**

If the original is unavailable, the trustee or assignee may send a copy of the memorandum of sale certified by the auctioneer.

_____ **A DISCLOSURE OF ANY ASSIGNMENT OF THE PURCHASE RIGHT BY THE ORIGINAL ACCEPTED BIDDER AND WHETHER SUCH ASSIGNMENT IS SUBJECT TO RECORDATION OR TRANSFER TAXES.**

_____ **A PROPOSED FORM OF DEED OF CONVEYANCE BY THE TRUSTEE OR ASSIGNEE FOR FORECLOSURE.**

_____ **PAYMENT OF THE AUDITOR'S FEE WITHIN 90 DAYS OF THE CONCLUSION OF THE FORECLOSURE SALE AUCTION.**

THE PROPOSED DISTRIBUTION OF THE FORECLOSURE PROCEEDS

The proposed distribution of gross sale proceeds based on information presented including all claims to the sales proceeds and payment of all fees and costs, including copies of real estate tax bills, invoices for costs and services, and all necessary information to verify the proposed distribution of gross sales is as follows:

**THE PROPOSED DEFICIENCY, IF ANY, CLAIMED BY THE
NOTEOWNER, BENEFICIARY, MORTGAGEE, OR SECURED PARTY.**

The amount of the proposed deficiency is as follows:

Form 1205(j)

**AUDITOR'S SUPPLEMENTARY REPORT ON DISTRIBUTION OF
FORECLOSURE SALE PROCEEDS AND DEFICIENCY**

Property Location _____
Lot and Square _____
Instrument No. _____
Date of Foreclosure Sale _____
Date of Submission of
Documents to Auditor _____

As set forth in Section 1205 of the Protections from Predatory Lending and Mortgage Foreclosure Improvements Act of 2000, effective April 3, 2001 (D.C. Law 13-263; 48 DCR 991), the Auditor is required by law to send this written notice to the trustee or assignee.

**FAILURE TO ADJUST THE DISTRIBUTION
OF THE FORECLOSURE PROCEEDS**

This report shall note the failure of the trustee or noteowner to adjust the distribution of the gross sale proceeds based on information presented including all claims to the sales proceeds and payment of all fees and costs, including copies of real estate tax bills, invoices for costs and services, and all necessary information to verify the proposed distribution of gross sales. The distribution shall be as follows:

**THE DEFICIENCY, IF ANY, CLAIMED BY THE NOTEOWNER,
BENEFICIARY, MORTGAGEE, OR SECURED PARTY.**

The amount of the deficiency is as follows:

CERTIFICATE OF SUPPLEMENTARY VALIDATION

The undersigned hereby certifies under the penalties of perjury that based on his knowledge, information and belief:

[Name of the trustee/assignee] has submitted all of the required documents required for review as specified in the Act and the rules promulgated thereunder of a foreclosure sale for residential property located at _____ .

However, [Name of the trustee or the noteowner] has failed to adjust the distribution of foreclosure proceeds as required by the Auditor’s Final Report [#, date of issuance].

Therefore, The Auditor has revalidated the distribution of the foreclosure sale proceeds and the amount of the deficiency (if any) and determined that the foreclosure sale by the trustee or assignee for foreclosure to the grantee in the deed identified in this report is valid and non-voidable.

 [Signature]
 [Title]
 [Address]
 [Phone Number]

DISTRICT/STATE OF _____)
) ss:
 CITY/COUNTY OF _____)

Before me, a Notary Public, in and for the jurisdiction aforesaid, personally appeared _____ on the _____ day of [month, year] who executed (name) the foregoing and annexed Certificate of Revalidation dated [day, month, and year], who being by me first duly sworn, did acknowledge such Certificate of Revalidation to be his/her/its act and deed for the uses and purposes therein contained.

WITNESS my hand and seal this _____ day of [month, year].

 Notary Public

[SEAL]

My Commission Expires: _____

FORM
1401-1

SCHEDULE OF COMMISSIONS AND COMPENSATION
FOR AUCTIONEERS

(FOR RESIDENTIAL LIEN INSTRUMENTS)

Auctioneer Activity	Fixed Or Limited Dollar Amounts	Percentage Of The Amount Owed On A Note	Percentage Of A Purchase Price At A Foreclosure Sale Auction	Reasonable Hourly Rate	Authorized Commission And Compensation Provisions	Any Other Reasonable Basis
Uncontested Completed Foreclosure with no attempt to reinstate	\$750 for sales under \$1 million	1% for first \$1 million owed; .05% for balance owed over \$ 1 million				
Commencement of a foreclosure where reinstatement or redemption occurs and foreclosure is cancelled	\$650 for sales under \$1 million	.5% for first \$1 million owed; .025% for balance owed over \$ 1 million		\$150		
Commencement of a foreclosure with litigation or court proceedings where reinstatement or redemption occurs and the foreclosure is cancelled	\$650 for sales under \$1 million	.5% for first \$1 million owed; .025% for balance owed over \$ 1 million		\$150		
Completed Foreclosure with material	\$750 for sales under	1% for first \$1 million owed;		\$150		

reinstatement or redemption negotiations	\$1 million	.05% for balance owed over \$ 1 million				
Completed Foreclosure with litigation or court proceedings	\$750 for sales under \$1 million	1% for first \$1 million owed; .05% for balance owed over \$ 1 million		\$150		

FORM 1401-2

SCHEDULE OF COMMISSIONS AND COMPENSATION
FOR AUCTIONEERS

(NON-RESIDENTIAL LIEN INSTRUMENTS)

Auctioneer Activity	Fixed Or Limited Dollar Amounts	Percentage Of The Amount Owed On A Note	Percentage Of A Purchase Price At A Foreclosure Sale Auction	Reasonable Hourly Rate	Authorized Commission And Compensation Provisions	Any Other Reasonable Basis
Uncontested Completed Foreclosure with no attempt to reinstate	\$750 for sales under \$1 million	1% for first \$1 million owed; .05% for balance owed over \$ 1 million				
Commencement of a foreclosure where reinstatement or redemption occurs and foreclosure is cancelled	\$650 for sales under \$1 million	.5% for first \$1 million owed; .025% for balance owed over \$ 1 million		\$150		
Commencement of a foreclosure with litigation or court proceedings where reinstatement or redemption occurs and the foreclosure is cancelled	\$650 for sales under \$1 million	.5% for first \$1 million owed; .025% for balance owed over \$ 1 million		\$150		
Completed Foreclosure with material reinstatement or redemption negotiations	\$750 for sales under \$1 million	1% for first \$1 million owed; .05% for balance owed over \$ 1 million		\$150		

Completed Foreclosure with litigation or court proceedings	\$750 for sales under \$1 million	1% for first \$1 million owed; .05% for balance owed over \$ 1 million		\$150		
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FORM 1402-1

SCHEDULE OF COMMISSIONS AND COMPENSATION
FOR ATTORNEYS
(RESIDENTIAL LIEN INSTRUMENTS)

Attorney Activity	Fixed Or Limited Dollar Amounts	Reasonable Hourly Rates	Authorized Commission And Compensation Provisions	Any Other Reasonable Basis
Uncontested Completed Foreclosure with no attempt to reinstate	\$1,250			
Commencement of a foreclosure where reinstatement or redemption occurs and foreclosure is cancelled	\$500 where no publication \$750 where publication starts			
Commencement of a foreclosure with litigation or court proceedings where reinstatement or redemption occurs and the foreclosure is cancelled	\$500 where no publication (plus hourly) \$750 where publication starts (plus hourly)	\$175 per hour for litigation or "disputed items"		
Completed Foreclosure with material reinstatement or redemption negotiations	\$1,500			
Completed Foreclosure with litigation or court proceedings	\$1,250 plus hourly	\$175 per hour for litigation or "disputed items"		

FORM 1402-2

SCHEDULE OF COMMISSIONS AND COMPENSATION
FOR ATTORNEYS
(NON-RESIDENTIAL LIEN INSTRUMENTS)

Attorney Activity	Fixed Or Limited Dollar Amounts	Reasonable Hourly Rates	Authorized Commission And Compensation Provisions	Any Other Reasonable Basis
Uncontested Completed Foreclosure with no attempt to reinstate	\$1,250			
Commencement of a foreclosure where reinstatement or redemption occurs and foreclosure is cancelled	\$500 where no publication \$750 where publication starts			
Commencement of a foreclosure with litigation or court proceedings where reinstatement or redemption occurs and the foreclosure is cancelled	\$500 where no publication (plus hourly) \$750 where publication starts (plus hourly)	\$175 per hour for litigation or "disputed items"		
Completed Foreclosure with material reinstatement or redemption negotiations	\$1,500			
Completed Foreclosure with litigation or court proceedings	\$1,250 plus hourly	\$175 per hour for litigation or "disputed items"		

FORM 1409

HOME LOAN EXEMPTION PROGRAM APPROVAL REQUEST FORM

**Application for Exemption from
Protections from Predatory Lending and
Mortgage Foreclosure Improvements Act of 2000 (the "Act")**

Each Applicant requesting an exemption pursuant to Mayoral Review of loan programs under Section 101(12)(B)(viii) of the Act shall supply the following information and make all of the representations and agreements set forth in this Application in order to request an exemption for the Applicant's loan program under the provisions of the Act.

1(a). Applicant's name, or legal name under which business is conducted (if the Applicant is a corporation, limited liability company, partnership etc.)

(b). Trade name (d/b/a): _____

2. Address(es) of Applicant:

Street

City

County

State

Zip Code

3. Contact person in regard to application:

Name and Title

Street Address

City

County

State

Zip Code

Telephone: _____ Fax: _____

4. Federal Tax ID number: _____

5. Business structure: Proprietorship Partnership Corporation
 Trust Limited Liability Corporation
 Other _____

6. If business is a corporation, indicate the state of incorporation: _____
date of incorporation: _____

If business is any other type of business organization indicate state where organized and date of organization state of organization: _____
date of organization: _____

7. Parent Corporation (if the Applicant is a subsidiary):

Street

City	County	State	Zip Code
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8. Describe or attach the applicant's business plan in the District of Columbia including the type of mortgage loans that will be made available in the District of Columbia and provide examples of the underwriting criteria that will be used to approve borrowers for a mortgage loan.

9. Provide the job description of each person responsible for overseeing the Applicant's District of Columbia mortgage lending function, including education and experience requirements.

10. Describe the business experience of each Principal Officer of the Applicant (resumes may be attached). A Principal Officer is each president, senior vice president, secretary, treasurer, director, general partners, member or stockholder controlling more than 10% of the Applicant.

11. Describe or attach Applicant's policies and procedures to receive and process all written and unresolved oral customer grievances and inquiries, including a listing and explanation of all customer complaints and grievances received from District of Columbia residents over the past 3 years.

12. Describe or attach Applicant's policies and procedures related to loss mitigation and initiating foreclosure.

13. Name of Applicant's contact person who is responsible for District of Columbia resident complaints:

Street

City

County

State

Zip Code

Telephone: _____

Fax _____

E-Mail _____

14. List all the licenses under which the Applicant operates when conducting real estate lending business in other states:

15. Provide the Applicant's District of Columbia Mortgage Lender and/or Broker Act license number or list the exemption in the Mortgage Lender and Broker Act upon which Applicant is relying for conducting business in the District of Columbia:

16. Describe the procedures that the Applicant uses to manage and train its brokers or correspondents in the District of Columbia.

17. Net worth of Applicant _____. Please note that an Applicant's net worth must equal or exceed ten million dollars.

18. The Applicant's ratio of loans made to loans foreclosed (expressed both in terms of number of loans and dollars outstanding) may not exceed the ratio of the Veterans Administration/ Farmers Home Administration during any calendar quarter in the year prior to application.

19. The Applicant shall certify that it has not engaged, currently does not engage, and will not engage in any of the following practices:

(a) Making a loan with intent to foreclose as prohibited by D.C. Code Section 26-1114 (2001 ed.).

(b) Violating any provision of the Act:

(c) Charging fees or interest rates in excess of those permitted by the Act.

20. Applicant makes the following affirmative agreements:

(a) It will maintain capital and net worth at the levels set forth above;

(b) It will commit to make available to qualified mortgage loan applicants who reside in the District of Columbia up to \$5 million in residential mortgage loans each calendar year;

(c) It will file reports as required under the D.C. Mortgage Lender and Broker Act and the Federal Home Mortgage Disclosure Act; and

(d) It will provide access, as requested by the Department of the Applicant's maintained records related to the loan program approved under the Program to permit the Department to review the accuracy of the statements and averments set forth above including data regarding loans originated or purchased in the District of Columbia during the prior calendar year, including the aggregate number of mortgage loans made, booked or serviced (but not made).

21. Under penalty of perjury, the undersigned states that the information set forth in this application, together with information provided and required attachments is true, correct and complete.

Name

Title

State of _____ }

City/County of _____ } ss.

Personally appeared before me _____ who being duly sworn according to law, deposes and says that the statements contained in the above application are true and correct.

Sworn and subscribed before me this _____ day of _____, 200____.

Notary Public

My Commission Expires: _____

