

COVID-19 Mortgage Servicing Trends Report **Year End Review**

Updated as of 12/16/2020

DISCLAIMER: Bradley is proud to share the following information collected from the live polls presented at its weekly COVID-19 Compliance Roundtables. This report is intended to show industry trends, not facts, and does not necessarily reflect the opinions of Bradley attorneys. Bradley is not responsible for any inaccuracies and this report should not be considered legal advice.

The polling results included in this report are the anonymous responses of Roundtable attendees. The results may be skewed based on the number of responses in relation to the group as a whole or if more than one person from a company responded to the question. The number of respondents varies by poll. Percentages are rounded to the nearest 0.5.

The date of the polls are important to understanding and interpreting them, as the approach to COVID-19 issues changes rapidly, and the industry has been nimble in responding to such changes over the last several months.

For questions related to this report or to seek formal legal advice on any of the topics herein, please contact your Bradley attorney or email COVID-FS@bradley.com.

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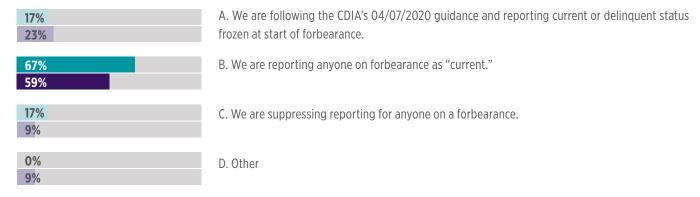
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Credit Reporting

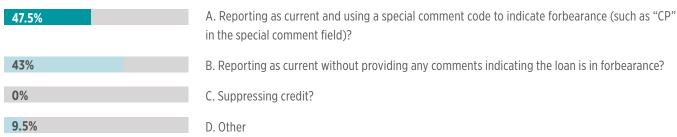


As we close 2020, credit reporting continues to be an area fraught with confusion. It is also likely to be a hot spot for regulatory and litigation issues in 2021. As evidenced by the polling, over half of responders are not expressly following the CARES Act and CDIA guidelines on forbearance reporting (i.e., holding reporting as it was going into forbearance). Rather, many are reporting all forbearances as "current", suppressing reporting, or finding some other approach. We also see a nearly even split on whether servicers are using comment codes when they report forbearances. Many of these issues may be system related, as reprogramming credit reporting is difficult. Finally, the CFPB's June 16, 2020 FAQ 10 on credit reporting after the accommodation ends has yet to be cleared up, leaving servicers with uncertainty on how to address post-forbearance defaults which are not cured.

How is your company handling credit reporting forbearances? (Polled on 04/22/2020 & 09/16/2020)



When credit reporting a loan in COVID-19 forbearance that was current when forbearance began, are you: (06/02/2020)



For a borrower who receives a CARES Act forbearance and continues to make the regularly scheduled monthly payments, are you: (06/02/2020)

45.5%	A. Credit reporting the loan as current and as in forbearance?
54.5%	B. Credit reporting the loan as current without a code indicating forbearance?
0%	C. Unknown/Undecided

How are you using comment codes for credit reporting during forbearance? (08/19/2020)

35%	A. 11 + comment code AW
15%	B. 11 + comment code CP
50%	C. 11 and no comment code
0%	D. Other

Credit Reporting



If a borrower obtained a 180-day CARES forbearance but then did not bring their account current (or request another forbearance), are you (11/4/2020):

50%	A. Resuming standard credit reporting if 30 days have passed from the end of the accommodation.
0%	B. Not advancing the delinquency based on the time period covered by the accommodation after the accommodation ends, per FAQ10.
50%	C. Continuing our accommodation credit reporting for the time being and hoping for guidance from the CFPB or for the borrower to bring the account current.

Deferral

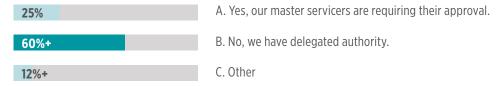


The landscape surrounding COVID-19 deferrals is a bit chaotic, as the GSE guidance and CFPB Interim Final Rule present a lot of ambiguity and challenges. As a result, the industry appears to be taking varying approaches to deferrals, with poll results showing differing approaches in terms of whether deferrals should be effectuated by formal, executed agreements; whether deferral agreements should be recorded in the county land records; how deferred balances should be reflected on periodic billing statements; and what fees/charges must be waived in order for servicers to take advantage of the CFPB's Interim Final Rule. As the industry (hopefully) begins to move away from forbearances in 2021, there will be an increased focus on deferrals and other loss mitigation solutions designed to cure the delinquencies caused by forbearances. It will be important for servicers to ensure they have a robust and compliant process in this regard.

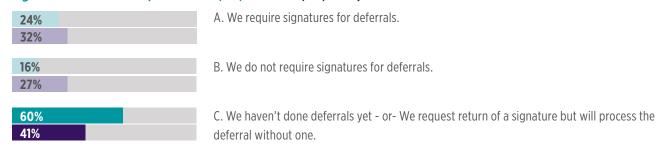
How are you handling escrow issues and deferral? (04/29/2020)

50%	A. Deferring taxes and insurance payment amount and funding escrow for same amount during forbearance
20%	B. Deferring tax or insurance advances only
30%	C. Not deferring escrow in any way

Are your master servicers, or other interested parties, requiring approval of modifications, deferrals, or other servicer programs? (04/29/2020)



Signatures on deferrals: (Polled on 05/06/2020 & 09/08/2020)



Recording deferrals: (05/13/2020)

14%	A. We are recording all deferrals.
21%	B. We are recording some deferrals, based on state requirements.
7%	C. We are recording extension deferrals only.
57%	D. We are not recording any deferrals.



Are you planning on implementing a similar GSE-like deferral program for non-GSE loans? (05/20/2020)



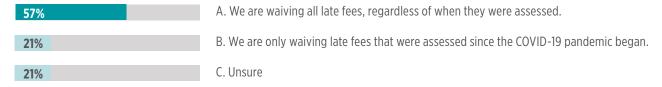
Are you planning on implementing the GSE deferral program by July 1? (05/20/2020)

36%	A. Yes, we will accept some risk.
12%	B. No, we are waiting for further guidance.
52%	C. Unsure / haven't decided

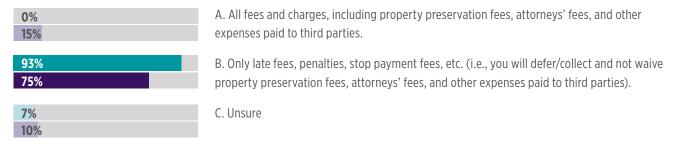
For portfolio loans, what post-forbearance deferral/extension/modification are you envisioning? (06/17/2020)

48%	A. Deferral with balloon payment at maturity (same as GSEs)
15%	B. Extension of maturity date
18.5%	C. Capitalizing delinquent amounts and re-amortizing loan (i.e., a mod)
18.5%	D. Other

In connection with a payment deferral program issued under the CFPB's Interim Final Rule, how are you handling fees that were outstanding prior to (and are arguably unrelated to) COVID-19? (07/08/2020)

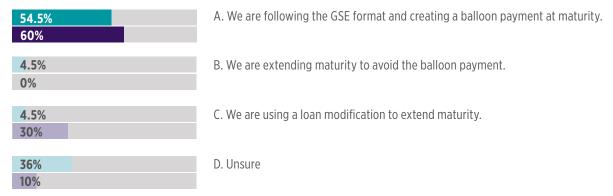


As a part of a deferral offer made pursuant to the CFPB's new Interim Final Rule, are you waiving? (Polled on 07/08/2020 & 09/16/2020)





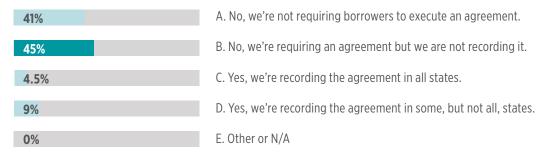
How are you handling deferrals on Texas 50(a)(6) loans (non-GSE)? (Polled on 07/22/2020 & 09/08/2020)



For a borrower who was delinquent before COVID-19, are you curing the entire arrearage with a deferral or only the COVID-19 related arrearage (non-gov loans)? (08/19/2020)

22%	A. If within certain parameters, we're deferring the entire arrearage.
11%	B. We're only deferring COVID-19 related months.
44%	C. We are doing both, depending on investor requirements.
22%	D. Other

Are you RECORDING deferral agreements whereby the borrower pays the deferred amount by way of a lump sum balloon payment at maturity/sale/refinance? (09/08/2020)



Are you RECORDING deferral agreements whereby the borrower pays the deferred amount by way of an extension of the maturity date? (09/08/2020)

12.5%	A. No, we're not requiring borrowers to execute an agreement.
25%	B. No, we're requiring an agreement but we are not recording it.
19%	C. Yes, we're recording the agreement in all states.
31%	D. Yes, we're recording the agreement in some, but not all, states.
12.5%	E. Other or N/A



Are you offering rolling deferrals in New York? (09/08/2020)

37.5%	A. Yes
0%	B. No, because we're not comfortable with the FAQ language
62.5%	C. N/A, we don't do rolling deferrals.

On your Veterans Affairs loans, do you plan to offer to borrowers the new VA deferment program? (09/23/2020)

24%	A. Yes
0%	B. No
76%	C. Unsure / Not Yet Decided

How are you handling deferral acceptance? (09/30/2020)

50%	A. We are requiring signatures.
33%	B. We require verbal attestation and then rely on the non-objection to the mailed agreement.
11%	C. We rely on written request/agreement via email.
6%	D. Other

For a non-GSE loan, does existence of a prior deferral disqualify a borrower for a COVID-related deferral? (10/7/2020)



Have you found a way to represent the COVID deferral balance on the monthly statement? (10/7/2020)

50%	A. Yes
33%	B. We're still trying to incorporate it into the monthly statement.
17%	C. No, it will not be included on the monthly statement.



For acceptance of non-GSE deferrals: (11/18/2020)

35%	A. We are requiring signatures.
29%	B. We use verbal attestation and then rely on non-objection to mailed agreement.
12%	C. We are making blind offers and then rely on non-objection to mailed agreement.
6%	D. We rely on written request/agreement via email.
18%	E. Other



The saying "the devil is in the details" certainly applies to forbearances. In general, servicers were collectively liberal in granting forbearances with no documentation for CARES Act-eligible loans and little-to-no documentation for other loans. Servicers were also collectively very proactive about reaching out to customers to advise them of their rights in a variety of ways. However, companies have differed on key operational details such as effective-dating forbearance start dates, auto-extending forbearances when borrowers do not respond, "stopping the clock" on a forbearance period if a borrower makes a payment during the forbearance, and calculating interest on payoff statements for forbearance loans. These differences are generally driven by lack of clarity from the GSEs, leaving individual servicers to their own determinations of what constitutes best practices. Companies are also forced to develop their own position as to when the CARES Act "covered period" for single family forbearance end, due to lack of clarity in the law itself. Therefore, at this time, our clients differ on how long they plan to offer CARES Act forbearances but all are concerned about resolving forbearances after they end.

What are you using to document borrower's "attestation" of financial distress? (04/22/2020)

31%	A. Phone calls with borrower
23%	B. Emails or letters from borrower
0%	C. Text messages from borrower
9%	D. Borrower's answers to telephone voice system
37%	E. Any of the above

Incomplete package notices: (04/22/2020)

18.5%	A. We are sending out separate letters that cover the acknowledgement and the special offer language requirements.
11%	B. We are not considering CARES Act forbearance conversations to be incomplete loss mitigation applications.
63%	C. We are combining the acknowledgement and the special offer language into our forbearance offer.
7 %	D. We haven't figured this out yet.

How are you handling TPP in place before CARES? (04/22/2020)

20%	A. We are extending the time for the TPP to be fulfilled.
40%	B. We are cancelling the TPP and giving a forbearance if requested.
20%	C. We are giving the forbearance but keeping the TPP open on our system.
20%	D. Other



Forbearances and foreclosures (CARES Act): (04/22/2020)

59%	A. We are giving borrowers in foreclosure CARES Act forbearances.
33%	B. We are NOT giving borrowers in foreclosure CARES Act forbearances.
7%	C. We haven't figured this out yet.
0%	D. Other

Signatures on forbearances: (05/06/2020)

8%	A. We require signatures for all forbearances.
12%	B. We require signatures for only non-CARES forbearances.
0%	C. We require signatures for only CARES forbearances.
80%	D. We do not require signatures for any forbearances.

Are you sending escrow statements out while borrowers are in forbearance? (05/06/2020)

60%	A. Yes for all
26%	B. Yes, unless they meet the delinquency exception under RESPA
13%	C. No, we're suppressing them and will address escrow once the forbearance is over
1%	D. Other

Consecutive forbearances: (05/13/2020)

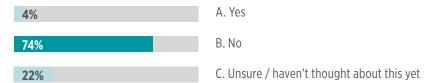
17%	A. CARES Act forbearances have to be consecutive with no breaks.
34%	B. We are offering multiple forbearances, even if there is a break.
48%	C. We haven't considered this yet.

Loans in foreclosure (non-CARES): (05/13/2020)

48%	A. We will give a forbearance to these borrowers.
25%	B. We will give a foreclosure moratorium (beyond the state requirements).
28%	C. Neither a forbearance nor an additional foreclosure moratorium are given.



If a borrower makes a payment during a forbearance period, are you extending the term of the plan by a month? (05/20/2020)



As a part of your disclosures/FAQs/disclaimers to consumers regarding COVID-19 forbearance plans, are you disclosing that obtaining the forbearance plan might impact their ability to obtain a new mortgage loan or refinance? (06/02/2020)

39%	A. Yes
46%	B. No
14%	C. Not sure

How many loans in foreclosure have you given CARES forbearances? (06/10/2020)

50%	A. 0-100
17%	B. 100+
8%	C. 500+
25%	D. 1000+

When a non-government loan borrower requests another forbearance, what documentation are you requiring? (Not NY/MA/D.C.) (06/17/2020)

48%	A. Attestation only
44%	B. Something between attestation and full package
8%	C. Full loss mitigation package

When a borrower requests a CARES Act COVID-19 forbearance but his/her loan is paid ahead by several months (i.e., borrower request is made in mid-July but account is due for the October payment), do you or would you: (07/15/2020)

31%	A. Give forbearance with immediate effective date, meaning that the borrower will get a forbearance for several months when he/she does not need it and arguably gets no benefit.
20.5%	B. Give forbearance with (future) effective date as of date next payment is due.
24%	C. Tell borrower that he/she should call back in a few months to request forbearance.
24%	D. Other/haven't considered this yet



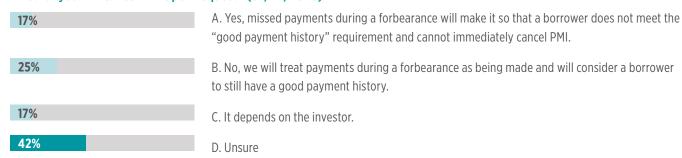
Are you always auto extending the borrower on a 90-day forbearance to a 180-day forbearance if you have lost contact with them? (07/22/2020)

50%	A. Yes
33%	B. No
17%	C. Other

Related to the above question: Throughout the process of offering forbearance, potentially extending a forbearance period, and then offering a deferral, when are you sending a Reg X acknowledgment letter? (09/30/2020)

0%	A. We acknowledge receipt at each stage (forbearance offer, forbearance extension, deferral offer), and we include a blank application each time.
53%	B. We acknowledge receipt at each stage (forbearance offer, forbearance extension, deferral offer), and we do NOT include a blank application each time.
35%	C. We acknowledge receipt of the initial application but do not send a Reg X acknowledgment for subsequent interactions.
12%	D. Unsure

For borrowers with private mortgage insurance (PMI), will being on a forbearance and not making payments impact whether you will cancel PMI upon request? (07/22/2020)

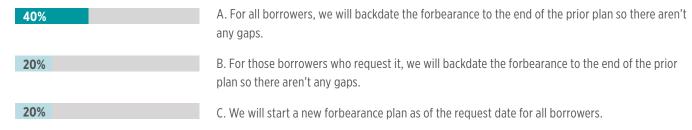


Are you turning late fees and convenience fees back on for loans not in forbearance? (08/19/2020)

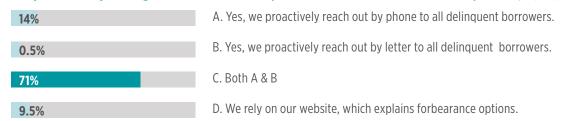
47%	A. Yes, but it's state by state
35%	B. Yes, for all
18%	C. No, we're not comfortable yet



For a loan covered by the CARES Act, if a borrower requests forbearance after the initial six-month forbearance plan has already concluded (e.g., six weeks later), will you (1) backdate the new forbearance plan to the end of the prior plan so there isn't a gap or (2) start a new plan as of the request date? (08/26/2020)



Are you currently making efforts to reach delinquent borrowers about forbearance options? (09/23/2020)



For CARES Loans, if a borrower was given a 90-day forbearance to start, and you lose contact with them, will you: (09/30/2020)

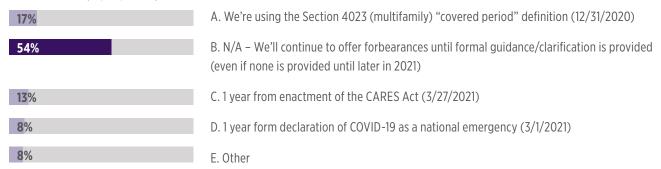
73%	A. Auto-extend the forbearance to 180 days
13.5%	B. Deem the forbearance over and start post-forbearance efforts (including deferral / flex mods)
13.5%	C. N/A – we gave everyone 180 days forbearance
0%	D. Other



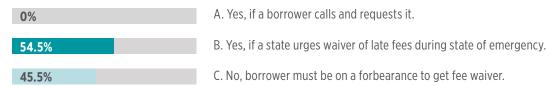
As an institution, are you defining the CARES Act "covered period" under Section 4022 as: (09/30/2020)

44%	A. The Section 4023 "covered period" definition (i.e. earlier of termination date or Dec. 31, 2020).
8%	B. 1 year from enactment of the CARES Act.
12%	C. 1 year from declaration of COVID-19 as national emergency.
32%	D. We plan to follow 4022 until formal guidance/clarification is provided (even if such guidance still has not been provided well into 2021).
4%	E. Other

Related to the above question: As an institution, how are you defining the end of the CARES Act "covered period" under Section 4022 (12/02/2020)?



Are you waiving late fees for borrowers who are not in a forbearance? (10/7/2020)



When a borrower is on a COVID forbearance, and as it pertains to the forbearance time period afforded the borrower under the forbearance plan, will you "stop the clock" during any months in which the borrower makes his/her monthly payment? (10/21/2020)



If a borrower calls during month they are due for and requests a CARES forbearance due to COVID-based hardship, do you start their forbearance as of the 1st of that month (Ex: Borrower is due for 10/1 and calls 10/20)? (10/28/2020)

81%	A. Yes, the plan would start 10/1.
12.5%	B. No, the plan would start 11/1 and they still owe 10/1.
6.5%	C. Other



If a borrower is already delinquent more than 30 days when they call to request a CARES forbearance, and they blame their delinquency on a COVID-based hardship, how far back will you start the forbearance? (10/28/2020)

A. We will go back 2 months (Ex: Borrower due for 8/1 and calls 9/15 – plan will start 8/1).

B. We will go back to any prior month up to 3/1/2020.

C. We do not capture prior delinquencies for CARES Act forbearances.

If a borrower obtained a 180-day CARES forbearance but then did not bring their account current (or request another forbearance), are you: (11/4/2020)

A. We will go back 2 months (Ex: Borrower due for 8/1 and calls 9/15 – plan will start 8/1).

B. We will go back to any prior month up to 3/1/2020.

C. We do not capture prior delinquencies for CARES Act forbearances.

For a borrower who has received a CARES Act forbearance but subsequently requests a payoff statement, will you calculate the interest component of the payoff quote based on the scheduled UPB or based on the actual UPB? (11/18/2020)

 28.5%
 A. Scheduled

 24%
 B. Actual

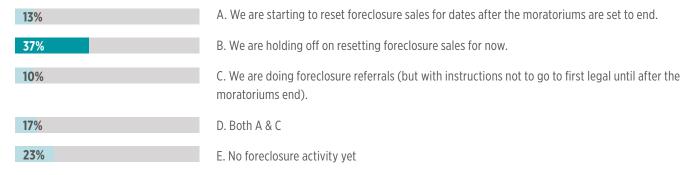
 47.5%
 C. Not sure

Foreclosure



If we're asking the Magic 8 Ball about foreclosures and COVID-19, the response would be "Reply hazy, try again" or "Outlook not so good" if you're feeling pessimistic. Foreclosures on federally-backed mortgage loans have been on moratoriums since March 2020 and are not currently scheduled to end until January 31, 2020. In the meantime, servicers have been cautious about initiating foreclosure on privately held loans, even where permitted by state law. Until the moratoriums are lifted, servicers are sending breach letters on new defaults and some are sending a "re-breach" or other delinquency reminder to those loans rolling off forbearances who were not brought current. The industry is universally concerned about a rise in foreclosures in 2021 when forbearance help runs out.

Foreclosures: (05/13/2020)



How are you handling previously agreed CFK or consent-to-foreclosure agreements? (06/02/2020)

7%	A. We are pressing borrowers to abide by the agreements.
7 %	B. We are offering extensions of time where requested.
85.5%	C. We are reviewing case by case as needed.

If foreclosure was already completed and the borrower is still in the home, are you: (08/12/2020)

21%	A. Attempting cash-for-keys agreements and requesting voluntary moveout?
43%	B. Communicating with borrowers but not pressing for moveout or eviction?
28.5%	C. Proceeding with eviction where permitted by state?
7%	D. Other

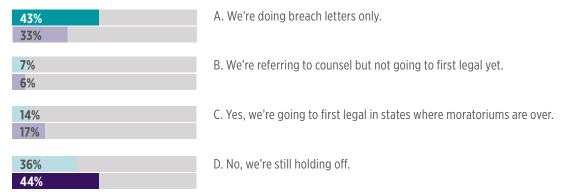
Are you resuming pre-COVID-19 foreclosures for loans not on forbearance? (Polled on 08/26/2020 & 09/23/2020)

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22%	A. Yes, all foreclosures have resumed in all states where moratoriums are over.
7%	
56%	B. Yes, but only on vacant properties or some other subsection.
56%	21 133, But only on recent proportion of control current
0% 18.5%	C. Yes, but it's very limited.
10.3%	
22%	D. No, we're still holding off.
18.5%	

Foreclosure



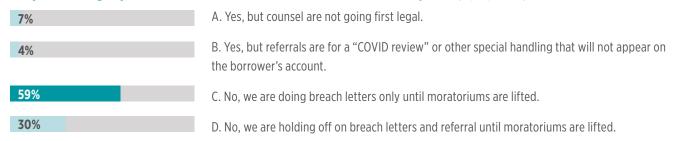
Are you starting NEW foreclosures for loans <u>not</u> in forbearance (non-CARES)? (Polled on 08/26/2020 & 09/23/2020)



Will you re-breach a borrower who received a breach letter before COVID and was then placed on a forbearance (assuming loss mitigation efforts fail)? (10/21/2020)

67%		A. Yes
33%		B. No

Are you referring any files to foreclosure counsel while moratoriums are in place? (11/18/2020)



For loans that were delinquent before the foreclosure moratoriums, are you (12/02/2020)

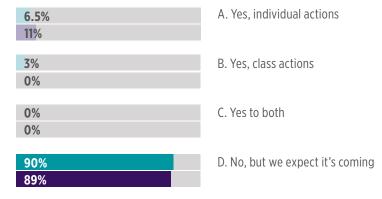
55%	A. Issuing a "re-breach" letter that follows the language of paragraph 22 of the mortgage and GSE guides
17%	B. Issuing a "Delinquency Reminder" type notice that reminds the borrower of the amounts owed and the lender's remedies but is not a true breach letter
0%	C. Issuing some other type of notice
28%	D. Not issuing anything at this time

Litigation



CARES Act litigation is starting to trickle in, with 90% of responders saying "we expect its coming." The few files that have come in range from allegations about eligibility for forbearance and length of forbearance to complaints that fees were improperly charged.

Have you started to receive CARES or forbearance-related litigation? (Polled on 05/20/2020 & 09/16/2020)



Normal Servicing



The "show must go on" and normal servicing activities are still needed during COVID-19. Servicer responses show differences in opinion on how to handle escrow items for post-forbearance loans and servicers are responding differently to the CFPB's recent guidance on collection of escrow shortages as well. Companies also continue to consider the LIBOR transition coming at the end of 2021, which will become a more prevalent issue in 2021. Servicers also struggle with nuanced issues such as how to address PMI cancellation when a borrower takes a deferral, state-mandated servicing notices, and calculating 1098 interest for HUD Partial Claims.

For non-CARES loans, how are you handling escrow after forbearance? (07/29/2020)

47%	A. We are deferring any third-party advances and addressing any shortage through an escrow spread (i.e., like CARES).
18%	B. We are deferring the T&I portion of the payment and addressing any shortage through an escrow spread.
29%	C. We are not deferring any escrow items and are addressing any shortage through an escrow spread.
6%	D. Other

What is your plan for modifying on-site review of vendors in 2020? (08/12/2020)

80%	A. We're going fully remote, using Zoom/WebEx.
0%	B. We are still going onsite as before, using social distancing.
0%	C. We're modifying our process somehow.
10%	D. We are skipping the audit until we can go onsite.
10%	E. Other

Has regulator outreach to your company increased (document requests, exams, etc.)? (09/16/2020)

29%	A. Yes, we've seen significant increase in contact/requests.
62.5%	B. Yes, we've seen some increase in contact/requests.
8%	C. No, it's been the same as 2019.
0%	D. No, it's been less than 2019.

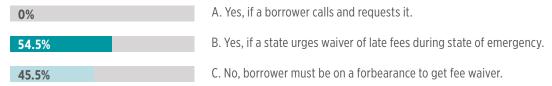
Does your annual escrow statement offer a borrower with a shortage of more than 1 month's escrow payment the option of repaying in a lump sum and, if so, do you plan to remove that option? (09/23/2020)

41%	A. Yes, our statement does offer the lump sum repayment option and we DO plan to remove it going forward.
18%	B. Yes, our statement does offer the lump sum repayment option and we DO NOT plan to remove it going forward.
23%	C. No, our statement does not offer the lump sum repayment option.
18%	D. Unsure

Normal Servicing



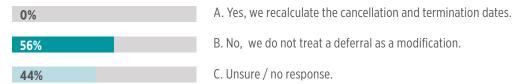
Are you waiving late fees for borrowers who are not in a forbearance? (10/7/2020)



Have you identified your cut-over date to SOFR? (10/28/2020)

32%	A. Yes
	5
68%	B. No

In connection with PMI cancellation and termination under the Homeowners Protection Act, are you considering a deferral to be a "modification of the terms or conditions of [the] loan" that triggers a recalculation of cancellation and termination dates? (10/28/2020)



Are you transitioning away from LIBOR before the end of 2021? (10/28/2020)



Are you waiting on the GSEs to announce legacy-servicing specific guidance? (10/28/2020)



How are you reporting the interest on a borrower's 1098 Mortgage Interest Statement when they receive a HUD Partial Claim? (11/4/2020)

45.5%	A. We are reporting the interest on a 1098 as if the borrower paid it in the year the Partial Claim
	was established.
54.5%	B. We will report the interest on a 1098 when the Partial Claim is paid by the borrower in the
	future.
0%	C. Other

Normal Servicing



For state and federally-mandated servicing notices that (arguably) must be sent even when a borrower is on a forbearance but that might create some risk/confusion (i.e. CFPB early intervention letter), are you generally (12/09/2020)

10%	A. Suppressing the notice(s)
40%	B. Sending the notice(s) as is
25%	C. Including a forbearance-related disclaimer cover letter with the notice(s)
15%	D. Including a forbearance-related disclaimer on the notice(s)
10%	E. Other



How are you handling notary issues? (04/22/2020)

0%	A. RON
12.5%	B. RIN
44%	C. Both
44%	D. In-person notary

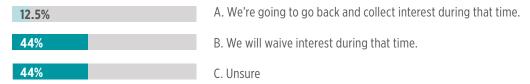
State Specifics



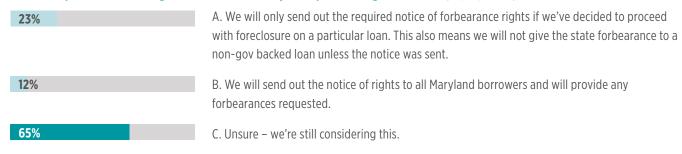
How are you handling Delaware's order? (06/02/2020)

18.5%	A. We are not collecting ANY interest during the period of emergency for loans that are in foreclosure.
26%	B. We are not charging late fees or excess interest during the period of emergency for loans that are in foreclosure, but we are assessing normal accrued note interest.
18.5%	C. We think the order is unconstitutional / problematic and are pushing back.
37%	D. We haven't considered this yet.

How do you interpret Delaware's 23rd modification regarding collection of interest from March 24, 2020 through June 30, 2020? (07/08/2020)



Maryland's new Executive Order requires offering forbearances of up to a year to non-federally backed loans as a condition precedent to filing a new NOI. How are you implementing this order? (10/21/2020)



To comply with the new Maryland Executive Order regarding non-federally backed mortgage loans, will you: (Polled on 11/04/2020 & 12/09/2020)

25% 16.5%	A. Send the notice of rights to all borrowers, regardless of delinquency (and including loans already in foreclosure).
19% 39%	B. Send the notice of rights to all borrowers who are delinquent but not yet in foreclosure.
6% 5.5%	C. Send the notice of rights to all borrowers who are not yet in foreclosure.
39%	D. Unsure, we're still working through this.

State Specifics



Are you offering deferrals or extensions for GSE Loans under the MA & OR state laws if borrower insists? (09/08/2020)

62%	A. Yes, we are following the state law even if GSE waterfall does not agree.
0%	B. No, we are following the GSE waterfall options only.
38%	C. Not sure, we haven't had to address this yet.

Massachusetts & Oregon: Where a GSE borrower does not receive a flex modification, how are you handling the state requirement to defer the forborne amounts? (10/21/2020)

14%	A. Defer P&I only
57%	B. Defer PITI
14%	C. Defer P&I and escrow advances
14%	D. Other

Massachusetts Act 65 prohibited initiation of the foreclosure process from 4/20/2020 to 10/17/2020. Are you re-breaching in Massachusetts? (11/4/2020)

36%	A. Yes
29%	B. No
14%	C. It depends
21%	D. Unsure – still working through it

Are you asking for a package to "demonstrate financial hardship" in New York? (08/12/2020)

0%	A. Yes, full package each time forbearance or extension is requested.
0%	B. Yes, some documents each time forbearance or extension is requested.
0%	C. Yes, full package if forbearance beyond 180 days is requested.
36%	D. Yes, some documents if forbearance beyond 180 days is requested.
64%	E. No, attestation only for the entire period.

How are you handling the expiration of a borrower's 90-day forbearance under the New York Executive Order if you are unable to make contact with the borrower? (08/12/2020)

62.5%	A. We're auto-extending to 180 days and will continue to do so.
37.5%	B. We require that the borrower contact us and request another forbearance.
0%	C. We were auto-extending to 180 days but are going to stop based on the FAQ and start requiring new contact.

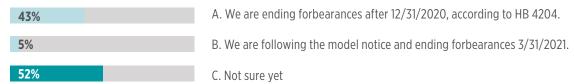
State Specifics



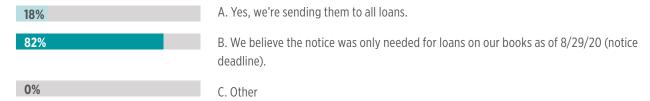
If borrower has received 180 days forbearance in New York and won't make contact, will you defer to maturity at that point? (08/12/2020)

70%	A. Yes
0%	B. No, we'll extend the forbearance again.
30%	C. No, but we are not extending the forbearance automatically.
0%	D. Other

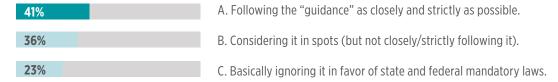
In Oregon, are you allowing accommodations under HB 4204 according to the definition of Emergency Period (ending 12/31/2020) or the Emergency Period + 90 days (3/31/2021) as stated in Oregon's model notice of rights (12/09/2020)?



Have you continued to send Oregon Notice of Rights to newly originated loans (12/09/2020)?



With respect to state regulatory "guidance" (such as the Texas OCCC's "Regulated Lender Advisory Bulletin: Coronavirus Emergency Measures"), are you: (09/30/2020)



COVID-19 Mortgage Servicing Roundtable Team





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