



Ken R. Clark
President and
Chief Executive Officer

December 11, 2006

Director, Regulations Management (00REG)
Department of Veterans Affairs
810 Vermont Ave., N.W., Room 1068
Washington, DC 20420

Re: **RIN 2900-AL65**
Loan Guaranty: Loan Servicing and Claims Procedures Modifications
Proposed Rule (February 18, 2005)

Supplemental Information re: VA Loan Electronic Reporting Interface
("VALERI"), 38 CFR 36.4315a.

To Whom It May Concern:

Midland Mortgage Co. ("Midland") appreciates the invitation by the Department of Veterans Affairs ("VA") to submit comments on the computer-based system known as VALERI that VA plans to implement as part of the loan servicing and claims procedure modifications under the above-referenced proposed rule. Since the original comment period, VA has more fully defined the system events and data elements that VA contemplates will be reported under the new reporting guidelines set forth in 38 CFR 36.4315a.

As a large servicer of VA loans, Midland considers the VA to be one of its most important business partners. It is our hope that by including such a large number of reporting categories in its proposal, the VA is "casting a very broad net" to survey the information that could potentially be available within the servicing industry. However, the VA should understand that although its decision to convert the claims and reporting procedures to electronic processes is welcome, the proposed reporting changes could have a far reaching negative impact on the VA Loan Guaranty Program and to the veterans who benefit from this program. If adopted, the rules will cause VA loan servicing to be, by far, the most complex and costly of any mainstream loan product in the marketplace. Midland believes that the ultimate effects of the proposed rule will include (1) discouraging the origination of VA loans, (2) increasing borrowing costs for veterans through higher interest rates, (3) increasing the number of veterans that use risky loan products which have become widespread and (4) reducing the VA's ability to fulfill its mission of assisting veterans.

In its current form, the proposed rule would require servicers to provide an enormous and unprecedented amount of information on both current and delinquent loans as the various reporting events occur. Such extensive reporting requirements appear to be directly at odds with the VA's stated goal of placing greater reliance on the servicing industry to service loans while using improved technology to monitor loans. No other regulatory agency or investor requires reporting of such vast amounts of information.¹ Indeed, approximately 70% of the items requested by the VA on pre-foreclosure sale loans are not required to be reported by FHA, Fannie Mae or Freddie Mac. The cost of complying with the extensive reporting requirements will be staggering for both the servicing industry and the VA. Much of the information requested is not currently reportable electronically and would require special programming and additional employees to attempt to render the information into an electronically reportable form. Likewise, the data processing, storage and analysis cost to the VA would surely be significant and a wasteful use of taxpayer dollars when compared to the minimal benefit that it appears the VA will gain by having access to such amounts of information.

In order for this system to be workable, Midland urges the VA to adopt a more realistic approach to reporting, centered around the following concepts: (1) reporting should focus on delinquent loans since current loans pose minimal risk to the VA; (2) reporting should be consistent with industry standards which limit reporting obligations to a) monthly updates of key information about delinquent loans that will allow the VA to monitor critical events while permitting servicers to perform their servicing functions without unnecessary distractions and b) a few select events which result in termination of the VA's guaranty; (3) reporting should focus on protecting privacy of its veterans by limiting the amount and frequency of personal confidential information that is reported; (4) reporting obligations should be limited to control costs to servicers, the VA, and ultimately borrowers; and (5) the timeframe for implementation of the final VALERI system must be reasonable and sufficient to allow servicers and service bureaus to adequately incorporate the changes ultimately adopted into their systems.

I. Focus Reporting on Loans at Most Risk

Although not entirely clear, it appears that servicers will be required to provide a significant amount of information on current loans. By comparison, under FHA guidelines, reporting on current loans is limited to certain information regarding transfers of servicing, assumptions and payments in full. The information required by Fannie Mae and Freddie Mac on current loans is limited to information needed for remittance and settlement issues. Thus, the proposed requirement to report vast amounts of information on current loans is simply not commercially realistic when compared to the VA's peers and other market participants. Considering the minimal risk posed by current

¹ For a listing of the VA's elements that are not currently reported to FHA, Fannie or Freddie, see Exhibit A, attached.

loans, the VA has not demonstrated a need for the vast amount and broad spectrum of information regarding current loans.

Except for reporting on the key events such as those required by FHA, the VA should rely on its servicers during the period a loan is not delinquent and should not unnecessarily divert critical servicer resources that otherwise would be working to assist veterans and minimize losses from foreclosures.

II. Adopt Reporting Standards Consistent With Industry

A. Limit Reporting Obligations to Critical Events

The VA has emphasized that one of the main goals of the VA Loan Administration Redesign is to give the responsibility of servicing VA loans back to the servicer. However, the proposed reporting obligations appear to be completely inconsistent with this goal. To stay in line with this goal, the VA should limit reporting obligations to key critical events that occur during the servicing of a loan, most of which occur when a loan becomes delinquent. The VA can contact the servicer for specific information about an individual loan but since it is the servicer that must take any required action on a loan, there appears to be no need for the VA to have access to such detailed information.

Midland suggests the VA require reporting on key events only, as identified in Exhibits B and C, which are attached to this letter. Exhibit B contains the events that Midland believes should be included in a monthly status report. Exhibit C lists the elements that Midland believes should be reported when triggered by a significant event. This information is consistent with what every other regulatory agency and investor requires servicers to report and should provide sufficient data to permit the VA to not only monitor its loans but to address specific issues that arise during a delinquency, if necessary.

B. Eliminate Non-Essential, Redundant and Unavailable Information

The VA should not require reporting on any of the events and data elements not identified in Tables 1 or 2, attached, for the following reasons:

1. Information Is Not Required By Any Other Agency/Investor - The information requested is not required to be reported by any other regulatory agency or investor. For a listing of elements the VA proposes that are not currently reported to FHA, Fannie Mae or Freddie Mac, see Exhibit A, attached;
2. Information Is Not Reportable Electronically - A significant portion of the information requested is not currently reportable electronically by servicers. See Exhibit A, attached;

3. Information Is Redundant To Other Items Provided - A number of data elements are listed under multiple events and should be eliminated to avoid reporting redundant information;

4. Information Is Not Feasible - The VA has requested information that is unavailable or would be difficult to obtain. For example, under 'Substantial Equity Cases,' servicers may know the existence of some liens but they rarely know the lien amounts and complete information would be difficult, if not impossible, to obtain.

5. Information Is Not Necessary To Monitor Loans - The events and data elements would provide more information than necessary for the VA to adequately monitor the status of delinquent VA loans; and

6. Information Is Confidential Customer Information - Several data elements constitute private customer information that should not be transmitted unless absolutely necessary to avoid potential for accidental privacy breaches.

C. Limit Reporting Obligations to Monthly

The VA suggests unreasonable timeframes in which to report the proposed information. Although not entirely clear from the most recent proposal, it appears that the VA intends for most of the information to be reported when triggered by a specific event. The result would involve daily reporting on facts which do not appear necessary to the VA's performance of its duties. Other entities with reporting requirements, including FHA, Fannie Mae, and Freddie Mac, limit most reporting obligations to monthly, which is much more reasonable. Requiring servicers to report events as they occur will place undue burden and impose undue costs on the servicing industry. Not only will this increase borrowing costs to veterans, it will make VA loans less attractive when compared to other lending alternatives. To avoid this unintended result, Midland urges VA to remove any event-specific reporting obligations with the exception of the key events identified in Exhibit B, attached. Otherwise, the VA should limit reporting obligations to a monthly basis.

III. Minimize Risk of Disclosure of Veterans' Confidential Information

The VA has requested the names, contact information and social security numbers of borrowers or other people associated with its guaranteed loans on a highly frequent basis. While Midland understands the VA's desire to maintain current information about the borrowers and others associated with its loans, the VA also has a duty to ensure the privacy of such confidential information. The more often confidential information is transmitted, the more often the chance of a breach. Although Midland has procedures in place to maintain confidentiality of its customer's information, any time data is transmitted externally there is increased risk that the privacy of such information can be breached. A borrower's social security number poses a particular concern, as it is highly

sensitive data and any unauthorized access could subject a veteran to a high risk of identity theft. For this reason, Midland makes every attempt to limit transmission of such information except where absolutely necessary. Recent events of lost information by both VA and members of the servicing industry highlight the importance of limiting such transmissions to an as-needed basis only. Since it does not appear that the VA has identified a compelling need for this information, Midland strongly urges the VA to consider ways to minimize the transmission of veterans' sensitive personally identifiable information to an as-needed basis only to avoid the cost and embarrassment of unnecessary information security breaches.

IV. **Limit Reporting Obligations to Control Costs to Servicers, VA and Borrowers**

As repeatedly illustrated in this letter, the costs to servicers to attempt to comply with the requirements will be staggering. Midland is aware of no servicing system that could currently accommodate the massive reporting obligations. To comply with the requirements, servicers will be required to make significant and costly programming changes. Since much of the information requested cannot be reported electronically, separate processes will be needed to gather and report that information to the VA manually. This will require more personnel and computer resources to handle the daily transmissions of huge amounts of information. This will dramatically increase servicers' data processing costs as software vendors and computer service providers will charge large fees for the additional reporting and transmission activity. These increased personnel and data processing costs would increase servicing costs substantially without improving the servicers' ability to assist veterans within the VA Loan Guaranty Program.

It would appear that the costs to the VA would likewise be significant given the amount of information it will be required to process on a daily basis. Midland would anticipate that the VA would have to significantly increase its staff in order to view, analyze and utilize the information that is provided. Moreover, there will be costs associated with collecting, processing and storing the vast amount of information. In Midland's opinion, it is doubtful the VA will be able to make use of all of the information it proposes to collect. Therefore, the minimal benefit does not appear to justify the significant cost to taxpayers.

Finally, and perhaps most importantly, increased borrowing costs to veterans would be inevitable. The increased costs to the industry as a whole will ultimately be passed onto the borrower as the market reflects less attractive pricing from lenders for VA loans. This could ultimately steer veterans into more risky loan products which have proliferated in the market.

Midland believes that servicers want to work with the VA to provide it with the information necessary to monitor VA loans; however, the solution must be economically realistic. To avoid creating a huge financial and compliance burden for servicers and the

VA, while not increasing costs to veterans, the VA must adopt a more reasonable and market-standard reporting structure.

V. **Adopt a Reasonable Implementation Timeframe**

As previously stated, there is no servicing system that can currently accommodate the massive reporting obligations suggested by the VA. Furthermore, the VA has provided the industry with impossible timeframes to implement the changes into the systems. It is Midland's understanding that VALERI was developed in partnership with Fidelity National Financial, which also offers a mortgage servicing system. However, Midland has been advised that even Fidelity cannot comply with the changes within the timeframes proposed. Midland uses Fiserv's Mortgageserv servicing system, which has provided Midland with similar feedback. The changes suggested by the VA are much broader in scope and magnitude than those required by FHA's recent expansion of their existing default reporting system but the VA is requesting implementation in a far shorter period of time.

If VA declines to adopt the servicing industry's recommendations to reduce the amount of information reported under the VALERI system, there will be simply no way for the servicing bureaus to incorporate the vast amount of changes into the systems so quickly. Accordingly, not only should the VA reduce the amount of information that is required to be reported, the VA should partner with the servicing industry to develop a reasonable implementation plan.

Conclusion

To ensure that affordable housing is available for veterans, the VA and servicers must work together to implement a servicing system that is effective, efficient and economically realistic. While Midland supports the VA's move to an electronic claims and reporting system, the amount of information to be reported and the timing of the reporting must be reasonable and manageable by the industry charged with reporting it. The cost and burden associated with attempted implementation of the VA's proposed reporting requirements is neither reasonable nor manageable for the servicers or the VA. We are very concerned that the adoption of the proposed reporting requirements could severely reduce lenders' participation in the VA program and be catalyst for more lenders to exit the VA program altogether.²

It is our sincere hope that VA desires to work with the servicing industry to develop a system that will encourage participation in the VA Loan Guaranty program, thereby increasing VA's ability to make affordable housing available to veterans. To achieve

² In August 2006, Washington Mutual announced its decision to exit the FHA and VA lending business. It is Midland's belief that a system of this magnitude will cause additional servicers to exit the VA program as well.

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these goals, Midland urges the VA to reconsider the proposed rules and implement the changes outlined in this letter. Given the scope and impact of the changes that the VA is undertaking, we would welcome the opportunity to meet with the VA to discuss our recommendations or serve on an industry committee to partner with the VA in the ongoing development of the policies and procedures for the VALERI system.

Respectfully,

Midland Mortgage Co.

A handwritten signature in black ink, appearing to read "Ken R. Clark", with a long horizontal flourish extending to the right.

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 Exhibit A

Exhibit A: Data Elements Not Reported and/or Not Reportable Electronically			Reported To			
Event Name	Data Elements	Business Definition of Data Elements	FHA	FHLMC	FNMA	Reportable Electronically?
Header information	Date of the loan.	Month, day, and year that the loan originated.	No	No	No	Yes
Header information	Original loan amount.	Total amount of principal owed on the mortgage at loan origination before any payments are made on the loan.	No	No	No	Yes
Header information	Unique event ID..	Unique event identification number for event the servicer is reporting.	No	No	No	Yes
Unauthorized transfer of ownership.	Date servicer discovers unauthorized transfer.	Month, day, and year servicer discovers that a transfer of ownership occurred without prior approval by VA and/or servicer.	No	No	No	No
SCRA relief filed	Date SCRA relief requested.	Month, day, and year assistance under the SCRA was requested (explicit request or discovery of eligibility during servicing.)	No	No	No	No
Partial release of security	Date partial release of security document was executed.	Month, day, and year that the security document releasing a portion of the secured property is executed.	No	No	No	No
Partial release of security	Amount of the proceeds from the partial release of security that are applied to the outstanding loan balance.	Amount that is applied to the outstanding loan balance from the partial release of security; if the loan to value ratio is greater than or equal to 80 percent, the servicer must apply sufficient proceeds from the release to the outstanding loan balance to bring LTV to less than 80 percent.	No	No	No	No
Partial release of security	Amount of consideration offered for the property	Amount offered for the portion of the security being released.	No	No	No	No
Partial release of security	Date applied to principal.	Month, day, and year that proceeds from the partial release of security are applied to the loan balance.	No	No	No	No
Partial release of security	Unpaid principal balance after application of proceeds.	Loan balance that is outstanding after application of proceeds from the partial release of security	No	No	No	No
Partial release of security	Value of remaining security.	Appraised value of the remaining security after the release is completed.	No	No	No	No

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Insurable loss occurred	Type of damage	Type of property damage that resulted in an insurance claim being filed.	No	No	No	No
Insurable loss occurred	Fire damage	Type of property damage that resulted in an insurance claim being filed is fire damage.	No	No	No	No
Insurable loss occurred	Neglect	Type of property damage that resulted in an insurance claim being filed is neglect.	No	No	No	No
Insurable loss occurred	Vandalized	Type of property damage that resulted in an insurance claim being filed is property vandalism.	No	No	No	No
Insurable loss occurred	Freeze	Type of property damage that resulted in an insurance claim being filed is the result of a freeze.	No	No	No	No
Insurable loss occurred	Storm	Type of property damage that resulted in an insurance claim being filed is caused by a storm.	No	No	No	No
Insurable loss occurred	Flood	Type of property damage that resulted in an insurance claim being filed is flood damage.	No	No	No	No
Insurable loss occurred	Unknown	Type of property damage that resulted in an insurance claim being filed is unknown.	No	No	No	No
Insurable loss occurred	Hurricane	Type of property damage that resulted in an insurance claim being filed is caused by a hurricane.	No	No	No	No
Insurable loss occurred	Hail	Type of property damage that resulted in an insurance claim being filed is hail damage.	No	No	No	No
Insurable loss occurred	Tornado	Type of property damage that resulted in an insurance claim being filed is tornado damage.	No	No	No	No
Insurable loss occurred	Wind	Type of property damage that resulted in an insurance claim being filed is wind damage.	No	No	No	No
Insurable loss occurred	Mud/Landslide	Type of property damage that resulted in an insurance claim being filed is mud or landslide damage.	No	No	No	No
Insurable loss occurred	Earthquake	Type of property damage that resulted in an insurance claim being filed is earthquake damage.	No	No	No	No
Insurable loss occurred	Boiler Explosion	Type of property damage that resulted in an insurance claim being filed was caused by a boiler explosion.	No	No	No	No

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Insurable loss occurred	Unotypical Damage.	Type of property damage that resulted in an insurance claim being filed is other than the typical specified reasons.	No	No	No	No
Insurable loss occurred	Data damage discovered.	Month, day, and year the damage is discovered by the servicer.	No	No	No	No
Insurable loss occurred	Date insurance claim filed.	Month, day, and year that the insurance claim for damage is filed, either by the borrower or the servicer.	No	No	No	No
Insurable loss occurred	Total Loss (Y/N)	Decision made by the insurance company as to whether or not the property can be repaired.	No	No	No	No
Electronic default notification	Name of entity that is current owner, if applicable.	Name of the entity that currently owns the property, if owner is an entity and not an individual.	No	No	No	No
Electronic default notification	Taxpayer identification number, if current owner is an entity.	Unique IRS-issued number assigned to the entity who currently owns the property, if owner is an entity and not an individual.	No	No	No	Yes
Electronic default notification	Mailing address line 1 (if different from property address).	First line of the mailing address of current owners.	No	No	No	Yes
Electronic default notification	Mailing address line 2 (if different from property address).	Second line of the mailing address of current owners.	No	No	No	Yes
Electronic default notification	Mailing address suffix (if different from property address).	The zip code suffix of the mailing address.	No	No	No	Yes
Electronic default notification	Mailing address unit number (if different from property address).	The unit number of the expanded mailing address.	No	No	No	Yes
Electronic default notification	Mailing address city (if different from property address).	The city name of the expanded mailing address.	No	No	No	Yes

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Electronic default notification	Mailing address zip code (if different from property address).	A group of fields containing the zip cod +4 of the expanded mailing address.	No	No	No	Yes
Electronic default notification	Mailing address state abbreviation (if different from property address).	The state abbreviation of the expanded mailing address.	No	No	No	Yes
Electronic default notification	other portion of monthly installment.	Amount due monthly that does not pertain to principal and interest, taxes and insurance or late charges due under the terms of the obligation as of notice date (e.g., Homeowner Association (HOA) fees).	No	No	No	Yes
Electronic default notification	Late charges due.	Amount due as a result of penalties imposed by the servicer that a borrower must pay when a payment is missed or made after the due date under the terms of the obligation as of notice date.	No	No	No	Yes
Electronic default notification	Original veteran.	Individual who signed the loan documents and originated the loan.	No	No	No	No
Electronic default notification	Tenant	Individual who rents or leases the property securing the loan obligation.	No	No	No	No
Electronic default notification	Transferee	Individual who purchased the property and may have assumed the loan.	No	No	No	No
Electronic default notification	Abandoned	Property is vacant, is not being maintained, is not offered for sale or rent, and there has been no contact with the current owner.	No	No	No	No
Electronic default notification	First phone number (obligor 1).	First phone number (obligor 1).	No	No	No	Yes
Electronic default notification	Phone number type for first phone number (obligor 1).	Phone number type for first phone number (obligor 1).	No	No	No	Yes
Electronic default notification	Home	Home.	No	No	No	Yes
Electronic default notification	Work	Work.	No	No	No	Yes

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Electronic default notification	Cell	Cell.	No	No	No	Yes
Electronic default notification	Second phone number (obligor 1).	Second phone number (obligor 1).	No	No	No	Yes
Electronic default notification	Phone number type for first phone number (obligor 1).	Phone number type for second phone number (obligor 1).	No	No	No	Yes
Electronic default notification	Home	Home.	No	No	No	Yes
Electronic default notification	Work	Work.	No	No	No	Yes
Electronic default notification	Cell	Cell.	No	No	No	Yes
Electronic default notification	Phone number (obligor 2)	Phone number (obligor 2).	No	No	No	Yes
Electronic default notification	Phone number type (obligor 2)	Phone number type (obligor 2).	No	No	No	Yes
Electronic default notification	Home	Home.	No	No	No	Yes
Electronic default notification	Work	Work.	No	No	No	Yes
Electronic default notification	Cell	Cell.	No	No	No	Yes
Electronic default notification	Phone number 1 (other authorized party).	Phone number 1 (other authorized party)	No	No	No	No
Electronic default notification	Tenant not paying.	Reason for default is the result of the obligor's tenant not paying rent.	No	No	No	No
Delinquency status	Other portion of monthly installment , if changed.	Amount due that does not pertain to principal and interest and/or taxes and insurance, due under the terms of the obligation (example is HOA fees), if changed from last report.	No	No	No	No

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Delinquency status	Late charges due.	Amount due as a result of penalties imposed by the servicer that a borrower must pay when a payment is missed or made after the due date under the terms of the obligation as of notice date.	No	No	No	Yes
Delinquency status	Expenses incurred to date.	Any costs that have been paid by the servicer and can be charged to the loan.	No	No	No	Yes
Contact information change	Updated mailing address line 1 (if different from property address).	First line of the mailing address of current owners, if changed from last report.	No	No	No	No
Contact information change	Updated mailing address line 2 (if different from property address).	Second line of the mailing address of current owners, if changed from last report.	No	No	No	No
Contact information change	Updated mailing address unit number (if different from property address).	The unit number of the expanded mailing address, if changed from last report.	No	No	No	No
Contact information change	Updated mailing address city (if different from property address).	The city name of the expanded mailing address, if changed from last report.	No	No	No	No
Contact information change	Updated mailing address zip code (if different from property address).	A group of fields containing the zip code of the expanded mailing address, if changed from last report.	No	No	No	No
Contact information change	Updated mailing address suffix (if different from property address).	the zip code suffix of the mailing address, if changed from last report.	No	No	No	No

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Contact information change	Updated mailing address state abbreviation (if different from property address).	The state abbreviation of the expanded mailing address, if changed from last report.	No	No	No	No
Contact information change	Updated first phone number (obligor 1).	First phone number (obligor 1).	No	No	No	No
Contact information change	Updated phone number type for first phone number (obligor 1).	Phone number type for first phone number (obligor 1).	No	No	No	No
Contact information change	Home.	Home.	No	No	No	No
Contact information change	Work.	Work.	No	No	No	No
Contact information change	Cell.	Cell.	No	No	No	No
Contact information change	Updated second phone number (obligor 1).	Second phone number (obligor 1).	No	No	No	No
Contact information change	Updated phone number type for second phone number (obligor 1).	Phone number type for second phone number (obligor 1).	No	No	No	No
Contact information change	Home.	Home.	No	No	No	No
Contact information change	Work.	Work.	No	No	No	No
Contact information change	Cell.	Cell.	No	No	No	No
Contact information change	Updated phone number (obligor 2).	Phone number (obligor 2).	No	No	No	No

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Contact information change	Updated phone number type (obligor 2).	Phone number type (obligor 2).	No	No	No	No
Contact information change	Home.	Home.	No	No	No	No
Contact information change	Work.	Work.	No	No	No	No
Contact information change	Cell.	Cell.	No	No	No	No
Contact information change	Updated phone number 1 (other authorized party).	Phone number 1 (other authorized party).	No	No	No	No
Occupancy status change	Date the change in occupancy status is discovered by servicer.	Month, day, and year that occupancy status change was discovered by the servicer.	No	No	No	No
Occupancy status change	Occupancy status.	Status of who currently resides in the property securing the loan obligation, or reason why no one resides there.	No	No	No	Yes
Occupancy status change	Original veteran.	Original veteran currently resides in the property securing the loan obligation.	No	No	No	Yes
Occupancy status change	Tenant.	Individual rents or leases the property securing the loan obligation.	No	No	No	Yes
Occupancy status change	Transferee	A conveyance was made and an individual/entity currently resides in the property securing the loan obligation.	No	No	No	Yes
Occupancy status change	Vacant	Property is not occupied by anyone but appears to be maintained and is secure.	No	No	No	Yes
Occupancy status change	Abandoned	Property is vacant, is not being maintained, is not offered for sale or rent.	No	No	No	Yes
Bankruptcy filed	Bankruptcy case number.	Case number assigned by the bankruptcy court.	No	No	No	Yes
Bankruptcy filed	Bankruptcy code.	Indicates whether the mortgagor, co-mortgagor, or both are filing bankruptcy.	No	No	No	Yes
Bankruptcy filed	Only the obligor has filed.	Indicates that only the obligor has filed for bankruptcy.	No	No	No	Yes

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Bankruptcy filed	Only the co-obligor has filed.	Indicates that only the co-obligor has filed for bankruptcy.	No	No	No	Yes
Bankruptcy filed	Both the obligor and co-obligor have filed.	Indicates that both obligor and co-obligor have filed for bankruptcy.	No	No	No	Yes
Bankruptcy filed	Name (s) of debtor (s) report all applicable.	Name of obligor (s) that filed petition for relief under the U.S. bankruptcy code-report all applicable.	No	No	No	Yes
Bankruptcy filed	Alternate debtor.	This field indicates the second alternate debtor (if any) for the loan.	No	No	No	No
Bankruptcy filed	Social security number (SSN) (s) of debtor (s).	Unique SSA-issued number or unique IRS-issued number (TIN) of the obligor (s) that filed a petition for relief under the U.S. bankruptcy code.	No	No	No	Yes
Bankruptcy filed	Alternate debtor social security number (SSN).	This field indicates the second alternate debtor social security number (if any) for the loan.	No	No	No	No
Loss Mitigation letter sent	Date that the letter was sent.	Month, day, and year loss mitigation (foreclosure avoidance) notice sent by the servicer.	No	No	No	No
Partial payment returned	Reason why the partial payment was returned.	VA-authorized reason for the return of a payment of any amount less than the full amount due under the loan terms.	No	No	No	No
Partial payment returned	Tenant payments not being forwarded.	Property is completely or partially tenant-occupied and rental payments are not being paid to servicer for application to the loan account.	No	No	No	No
Partial payment returned	Less than 50 percent of total due and no repayment plan is in place.	Payment is less than 50 percent of the total amount then due, and the amount has not been agreed to in a documented repayment plan.	No	No	No	No
Partial payment returned	Personal checks not accepted.	Amount tendered is in the form of a personal check and the borrower has previously notified in writing that only cash or certified payments are acceptable.	No	No	No	No
Partial payment returned	Foreclosure process started.	Foreclosure has been started with the first action required for foreclosure under local law.	No	No	No	No

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Partial payment returned	Less than one monthly installment and no repayment plan in place.	Payment is less than one full monthly installment, including escrow and late charges, and the amount has not been agreed to in a documented repayment plan.	No	No	No	No
Partial payment returned	Less than repayment plan agreed amount.	Payment is less than the amount agreed to in a documented repayment plan.	No	No	No	No
Partial payment returned	Unpaid delinquency over six months and no repayment plan in place.	Delinquency of any amount has continued for at least 6 months since the account first became delinquent and no documented repayment plan has been arranged.	No	No	No	No
Partial payment returned	Servicer lien would be jeopardized.	Holder's lien position would be jeopardized by acceptance of partial payment.	No	No	No	No
Partial payment returned	Date partial payment returned.	Month, day, and year that servicer returned the partial payment.	No	No	No	No
Partial payment returned	Amount of partial payment returned.	Amount of partial payment that servicer returned.	No	No	No	No
Cure/reinstatement reversal	Date of reversal.	Month, day, and year the servicer discovered that a previously reported cure was in error.	No	No	No	No
Cure/reinstatement reversal	Payment due date.	Month, day, and year the last full monthly obligation was applied; as of the date of the cure reversal.	No	No	No	No
Cure/reinstatement reversal	Reason for reversal.	Basis for determination that all delinquent amounts thought to be fully repaid were not.	No	No	No	No
Cure/reinstatement reversal	NSF check.	Reason for reversal of cured default is that obligor's bank account has insufficient funds available to pay the check.	No	No	No	No
Cure/reinstatement reversal	Misapplication of funds.	Reason for reversal of cured default is that funds were applied to the loan in error.	No	No	No	No
Cure/reinstatement reversal	Reporting error (includes erroneously reported servicing transferred).	Reason for reversal of cured default is that the servicer reported the cure in error.	No	No	No	No

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Default reported to credit bureau	Date reported.	Month, day, and year that servicer reports to the credit bureau that obligor has failed to comply with the terms of the loan agreement.	No	No	No	Yes
Extenuating property circumstances.	Date the extenuating property circumstance was discovered.	The date the property damage was discovered.	No	No	No	No
Extenuating property circumstances.	Type of unusual property circumstance.	Basis for determination that foreclosure process should be sped up or delayed due to the condition of obligor's property.	No	No	No	No
Extenuating property circumstances.	Hazardous conditions or materials.	Reason for extenuating property circumstances is the presence of conditions or materials on the property which create an immediate or potential danger to the public health or safety or to the environment.	No	No	No	No
Extenuating property circumstances.	Significant property deterioration.	Reason for extenuation property circumstances is property has deteriorated significantly.	No	No	No	No
Extenuating property circumstances.	Condemned	Reason for extenuating property circumstances is property is deemed legally unfit for occupancy or continued existence due to its physical defects or for other causes or the property is being acquired by a governmental body for public uses as per receipt of official notice from the appropriate local government office.	No	No	No	No
Extenuating property circumstances.	Natural disaster.	Reason for extenuating property circumstances is the result of a natural disaster, such as fire, storm, accident, flood, earthquake, or other catastrophic event.	No	No	No	No
Extenuating property circumstances.	Property seizure.	Law enforcement officials have taken a property that has been used (a) in connection with or acquired by illegal activities or (b) in satisfaction of a unpaid judgment.	No	No	No	No
Extenuating property circumstances.	Demolished.	Reason for extenuating property circumstances is property has been razed.	No	No	No	No
Extenuating property circumstances.	Other	Reason for extenuating property circumstances is other than one of the reasons listed.	No	No	No	No

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Repayment plan infeasible	Date of determination.	Month, day, and year that servicer determines that a repay plan with the obligor is not a home retention option.	No	No	No	No
Repayment plan infeasible	Reason for infeasibility.	Basis for determination that repay plan with the obligor is not a home retention option.	No	No	No	No
Repayment plan infeasible	Unwilling borrower (s).	Reason for infeasibility of the repay plan is that obligor does not agree to a repay plan.	No	No	No	No
Repayment plan infeasible	Unable to contact.	Reason for infeasibility of the repay plan is that servicer is not able to contact obligor to negotiate.	No	No	No	No
Repayment plan infeasible	Current owner not liable.	Reason for infeasibility of the repay plan is current owner of the property is not the obligor on the loan.	No	No	No	No
Repayment plan infeasible	Property abandoned.	Reason for infeasibility of the repay plan is the property is vacant, is not being maintained, is not offered for sale or rent, and no contact with the borrower has been established.	No	No	No	No
Repayment plan infeasible	Insufficient income.	reason for infeasibility of the repay plan is that obligor does not have enough income to meet the obligations under a repay plan.	No	No	No	No
Special forbearance infeasible	Date of determination.	Month, day and year that servicer determines that neither suspension nor reduction of obligor's payments for one or more months is a home retention option.	No	No	No	No
Special forbearance infeasible	Reason for infeasibility.	Basis for determination that special forbearance with the obligor is not a home retention option.	No	No	No	No
Special forbearance infeasible	Unwilling borrower.	Reason for infeasibility of the special forbearance is that obligor does not agree to special forbearance.	No	No	No	No
Special forbearance infeasible	Unable to contact.	Reason for infeasibility of the special forbearance is that servicer is not able to contact obligor to negotiate.	No	No	No	No
Special forbearance infeasible	Insufficient income.	Reason for infeasibility of the special forbearance is that obligor does not have enough income to meet the obligations under a special forbearance.	No	No	No	No
Special forbearance infeasible	Current owner not liable.	Reason for infeasibility of the special forbearance is current owner of the property is not the obligor on the loan.	No	No	No	No

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Special forbearance infeasible	Property abandoned.	Reason for infeasibility of the special forbearance is the property is vacant, is not being maintained, is not offered for sale or rent, and no contact with the homeowner has been established.	No	No	No	No
Special forbearance infeasible	No means to reinstate.	Reason for infeasibility of the special forbearance is that reducing payments and/or forbearing payments will have no impact on the obligor's inability to cure the delinquency and reinstate the loan.	No	No	No	No
Loan modification complete	Modified loan amount.	Total amount of principal owed on the mortgage after the loan modification and before any payments are made; only unpaid principal, accrued interest, deficits in the taxes and insurance impound accounts and advances required to preserve the lien position, such as HOA fees, special assessments, water and sewer liens, etc., may be included in the modified indebtedness; late fees and other charges may not be capitalized.	No	No	No	Yes
Loan modification complete	Term	Number of months over which the unpaid balance for the modified loan will be repaid.	No	No	No	Yes
Loan modification complete	Modified loan maturity date.	Month, day, and year that modified loan will be paid in full.	No	No	No	Yes
Loan modification complete	Interest rate.	Rate of interest charged on the loan, expressed as a percentage, per the modified loan instruments.	No	No	No	Yes
Loan modification complete	Date of first payment.	Month, day, and year that first installment on modified loan is due.	No	No	No	Yes
Loan modification complete	New principal and interest (P&I) payment.	Monthly amount due (for principal and interest) on the modified loan.	No	No	No	Yes
Loan modification infeasible	Date of determination.	Month, day, and year that servicer determines that loan modification is not a home retention option.	No	No	No	Yes
Loan modification infeasible	Reason for infeasibility.	Basis for determination that loan modification with the obligor is not a home retention option.	No	No	No	No
Loan modification infeasible	Unwilling borrower.	Reason for infeasibility of the loan modification is that obligor does not agree to a loan modification.	No	No	No	No

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Loan modification infeasible	Unable to contact.	Reason for infeasibility of the loan modification is that servicer is not able to contact obligor to negotiate.	No	No	No	No
Loan modification infeasible	Insufficient income.	Reason for infeasibility of the loan modification is that obligor does not have enough income to meet the obligations under a loan modification.	No	No	No	No
Loan modification infeasible	Insufficient borrower contribution.	Reason for infeasibility of the loan modification is that obligor has insufficient cash to satisfy all delinquent amounts not included in the new loan amount.	No	No	No	No
Loan modification infeasible	Junior lien issues	Reason for infeasibility of the loan modification is that junior lien holder refuses to subordinate.	No	No	No	No
Loan modification infeasible	Ineligible-prior approval denied.	Reason for infeasibility of the loan modification is that VA denied a prior approval of a non-conforming loan modification.	No	No	No	No
Loan modification infeasible	Ineligible-not submitted for prior approval.	Reason for infeasibility of the loan modification is that the servicer did not submit a non-non-conforming loan modification for prior approval.	No	No	No	No
Loan modification infeasible	Current owner not liable.	Reason for infeasibility of the loan modification is that the current owner is not legally liable on the loan.	No	No	No	No
Loan modification infeasible	Ginnie Mae pooling issues.	Reason for infeasibility of the loan modification is that the servicer is unwilling to bear the cost of repurchasing the loan from the pool and/or repooling.	No	No	No	No
Loan modification infeasible	Property abandoned.	Reason for infeasibility of the loan modification is the property is vacant, is not being maintained, and is not offered for sale or rent.	No	No	No	No
Loan modification infeasible	Not owner occupied.	Reason for infeasibility of the loan modification is that the owner does not currently reside in the property.	No	No	No	No
Compromise sale approved	Date purchase offer submitted by borrower for consideration.	Month, day, and year that obligor submits a purchase offer to the servicer for consideration where the proceeds of the private sale will be less than the amount required to pay the mortgage in full.	No	No	No	No
Compromise sale approved	Estimated settlement date.	Estimated month, day, and year that obligor's property is scheduled to close by private sale and the proceeds will be less than the amount required to pay the mortgage in full.	No	No	No	No

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Compromise sale complete	Payoff of first mortgage loan (line 504 from HUD-1)	Net proceeds from the sale, listed in line 504 from HUD-1 form (also known as the "closing statement" or "settlement sheet"), which will be applied toward the payoff of the first mortgage loan.	No	No	No	No
Compromise sale infeasible	Date of determination.	Month, day, and year that servicer determines that the compromise sale is not an alternative to foreclosure.	No	No	No	No
Compromise sale infeasible	Reason for infeasibility.	Basis for determination that compromise sale is not an alternative to foreclosure.	No	No	No	No
Compromise sale infeasible	No buyers.	Reason for infeasibility of the compromise sale is that there are no buyers interested in the obligor's property.	No	No	No	No
Compromise sale infeasible	Closing not consummated.	Reason for infeasibility of the compromise sale is that a potential sale did not legally close.	No	No	No	No
Compromise sale infeasible	Unwilling borrower (s).	Reason for infeasibility of the compromise sale is that obligor does not agree to a compromise sale.	No	No	No	No
Compromise sale infeasible	Property abandoned.	Reason for infeasibility of the compromise sale is the property is vacant, is not being maintained, is not offered for sale or rent, and no contact with the homeowner has been established.	No	No	No	No
Compromise sale infeasible	Unable to contact.	Reason for infeasibility of the compromise sale is that servicer is not able to contact obligor to negotiate.	No	No	No	No
Compromise sale infeasible	Junior lien issues	Reason for infeasibility of the compromise sale is that junior lien holder is unwilling to participate in the compromise sale.	No	No	No	No
Compromise sale infeasible	Title problems.	Reason for infeasibility of the compromise sale is that the owner is unable to provide clear title to the prospective purchaser.	No	No	No	No
Deed-in-lieu approved	Date DIL was requested.	Month, day, and year that the obligor requests a voluntary transfer of the property to the holder in exchange for a release of all obligations under the mortgage.	No	No	No	No
Deed-in-lieu complete	Date that deed was recorded.	Month, day, and year that the deed in lieu of foreclosure was recorded with the local government office.	No	No	No	No
Deed-in-lieu complete	Net value	The fair market value of the property minus the VA cost factor (net value = fair market value of the property * (1-the net value factor)).	No	No	No	No

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Deed-in-lieu complete	Total eligible indebtedness.	The unpaid principal balance, accrued unpaid interest allowable advances, liquidation expenses, and property preservation expenses (if incurred prior to the actual foreclosure date or the end of the foreclosure timeframe, whichever is earlier), less any credits.	No	No	No	No
Deed-in-lieu infeasible	Date of determination.	Month, day, and year that servicer determines that the deed in lieu of foreclosure is not an alternative to foreclosure.	No	No	No	No
Deed-in-lieu infeasible	Reason for infeasibility.	Basis for determination that deed in lieu of foreclosure is not an alternative to foreclosure.	No	No	No	No
Deed-in-lieu infeasible	Junior lien (s)	Reason for infeasibility of the deed in lieu of foreclosure is that there is a junior lien on the property.	No	No	No	No
Deed-in-lieu infeasible	Title problems.	Reason for infeasibility of the deed in lieu of foreclosure is that the owner is unable to transfer clear title.	No	No	No	No
Deed-in-lieu infeasible	Unwilling borrower (s).	Reason for infeasibility of the deed in lieu of foreclosure is that one or more of the owners do not agree to a deed in lieu of foreclosure.	No	No	No	No
Deed-in-lieu infeasible	Property abandoned.	Reason for infeasibility of the deed in lieu of foreclosure is the property is vacant, is not being maintained, is not offered for sale or rent, and contact with the homeowner has not been established.	No	No	No	No
Deed-in-lieu infeasible	Unable to contact.	Reason for infeasibility of the deed in lieu of foreclosure is that servicer is not able to contact obligor to negotiate.	No	No	No	No
Foreclosure referral	Date of most recent property inspection.	Month, day, and year of the most recently performed property inspection for the current default.	No	No	No	Yes
Foreclosure referral	Date 30 day delinquency letter sent (if no successful phone contact).	Month, day, and year that servicer sent 30 day delinquency letter (letter to the borrower if payment has not been received within 30 days after it was due and telephone contact could not be made--38CFR 36.4346 (g)).	No	No	No	No
Foreclosure referral	Date phone contact successful.	Month, day, and year that servicer successfully contacted obligor via telephone for the current default ("right party" contact).	No	No	No	No
Foreclosure sale scheduled	Foreclosure type.	Type of legal process by which the property is sold to satisfy the loan obligation.	No	No	No	No

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Foreclosure sale scheduled	Judicial	Type of foreclosure process done through court action.	No	No	No	No
Foreclosure sale scheduled	Non-judicial	Type of foreclosure process done through the power of sale.	No	No	No	No
Substantial equity case	Total eligible indebtedness.	The unpaid principal balance, accrued unpaid interest allowable advances, liquidation expenses, and property preservation expenses (if incurred prior to the actual foreclosure date or the end of the foreclosure timeframe, whichever is earlier), less any credits.	No	No	No	No
Substantial equity case	Estimated unpaid principal balance of all other items.	The unpaid balance of any outstanding liens against the property.	No	No	No	No
Substantial equity case	Calculated equity amount (fair market value less all liens).	The fair market value of the property minus all monies owed on other liens.	No	No	No	No
Foreclosure sale postponed or cancelled	Date postponed or cancelled.	Month, day, and year that foreclosure sale is postponed or cancelled.	No	No	No	No
Foreclosure sale postponed or cancelled	Postponed or cancelled indicator.	Indicator denoting whether the foreclosure sale was postponed or whether it was cancelled.	No	No	No	No
Foreclosure sale postponed or cancelled	Reason	Basis for postponement or cancellation of foreclosure sale.	No	No	No	No
Foreclosure sale postponed or cancelled	Reinstatement	Reason for postponement or cancellation of foreclosure sale is to allow additional time for obligor to reinstate the loan.	No	No	No	No
Foreclosure sale postponed or cancelled	Bankruptcy	Reason for postponement or cancellation of foreclosure sale is petition for relief was filed under U.S. bankruptcy codes by or on behalf of the obligor.	No	No	No	No
Foreclosure sale postponed or cancelled	Repayment plan.	Reason for postponement or cancellation of foreclosure sale is servicer has an agreement with the obligor for reinstatement of the loan through a schedule of increased payments.	No	No	No	No

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Foreclosure sale postponed or cancelled	Special forbearance.	Reason for postponement or cancellation of foreclosure sale is servicer has an agreement with the obligor to suspend foreclosure for a specified period of time to allow for loan reinstatement.	No	No	No	No
Foreclosure sale postponed or cancelled	Loan modification.	Reason for postponement or cancellation of foreclosure sale is servicer has modified or is considering modification of the loan that will result in loan reinstatement.	No	No	No	No
Foreclosure sale postponed or cancelled	Private sale.	Reason for postponement or cancellation of foreclosure sale is to allow additional time for obligor to complete a sale of the property, in which there is equity.	No	No	No	No
Foreclosure sale postponed or cancelled	Compromise sale.	Reason for postponement or cancellation of foreclosure sale is to allow additional time to complete a sale of property, even though the sale proceeds will be less than the total indebtedness.	No	No	No	No
Foreclosure sale postponed or cancelled	Title problems.	Reason for postponement or cancellation of foreclosure sale is that title search disclosed problems which must be resolved prior to foreclosure.	No	No	No	No
Foreclosure sale postponed or cancelled	VA requested (includes refund consideration).	Reason for postponement or cancellation of foreclosure sale is VA requested.	No	No	No	No
Foreclosure sale postponed or cancelled	Procedural errors (failure to give notice, legal issues, failure to comply with foreclosure laws, incorrect publication, trustee appointments, recording issues).	Reason for postponement or cancellation of foreclosure sale is procedural error, such as failure to give notice, legal issues, failure to comply with foreclosure laws, incorrect publication, trustee appointments, recording issues, etc.	No	No	No	No
Foreclosure sale postponed or cancelled	Late appraisal.	Reason for postponement or cancellation of foreclosure sale is that appraisal was not performed in time to proceed to foreclosure sale.	No	No	No	No

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Foreclosure sale postponed or cancelled	Contested foreclosure.	Reason for postponement or cancellation of foreclosure sale is the obligor or other party contests the validity or priority of the mortgage or lien being foreclosed or creates an issue with respect to mortgage holder's right to foreclosure sale.	No	No	No	No
Foreclosure sale postponed or cancelled	Property damage.	Reason for postponement or cancellation of foreclosure sale is damage to the property occurred subsequent to completion of liquidation appraisal which could change or invalidate the bid amount.	No	No	No	No
Foreclosure sale postponed or cancelled	Hazardous conditions or materials (when a municipality requires property clean-up prior to foreclosure).	Reason for postponement or cancellation of foreclosure sale is municipality requires property clean-up of hazardous conditions and/or materials prior to foreclosure sale, or servicer disc discovers hazardous conditions and/or materials that will have an impact on final value determination.	No	No	No	No
Foreclosure sale postponed or cancelled	Condemned (with need to demolish or eminent domain) or demolished.	Reason for postponement or cancellation of foreclosure sale is property is (a) deemed legally unfit for occupancy or continued existence due to its physical defects or for other causes, (b) property is being acquired by a governmental body for public uses, or (c) property has already been torn down as a result of being condemned.	No	No	No	No
Foreclosure sale postponed or cancelled	Natural disaster.	Reason for postponement or cancellation of foreclosure sale is result of a natural disaster, such as fire, storm, accident, flood, earthquake, or other catastrophic event.	No	No	No	No
Foreclosure sale postponed or cancelled	Property seizure.	Reason for postponement or cancellation of foreclosure sale is the result of law enforcement officials taking the property that has been used in connection with or acquired by illegal activities or to satisfy an unpaid judgment.	No	No	No	No
Foreclosure sale postponed or cancelled	SCRA	Reason for postponement or cancellation of foreclosure sale is obligor has filed for relief under or is deemed to be entitled to the (SCRA).	No	No	No	No
Foreclosure sale postponed or cancelled	Other	Reason for postponement or cancellation of foreclosure sale is other than one of the reasons listed.	No	No	No	No

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Results of sale	Sheriff's appraised value (if applicable, Kentucky, Ohio, Louisiana, and Oklahoma only).	Value of the property as determined by the court-ordered sheriff's appraisal.	No	No	No	No
Results of sale	Successful bidder.	Designates whether the successful bidder was the holder or a third party.	No	No	No	No
Results of sale	Holder	The property was acquired by the holder of the loan.	No	No	No	No
Results of sale	Third Party.	The property was acquired by a third party.	No	No	No	No
Results of sale	Amount of successful bid.	The amount of money bid to acquire the property.	No	No	No	No
Results of sale	Net value.	The fair market value of the property minus the VA cost factor (net value = fair market value of the property * (1-the net value factor)).	No	No	No	No
Results of sale	Total eligible indebtedness.	The unpaid principal balance, accrued unpaid interest allowable advances, liquidation expenses, and property preservation expenses (if incurred prior to the actual foreclosure date or the end of the foreclosure timeframe, whichever is earlier), less any credits.	No	No	No	No
Invalid sale results	Reason sale invalidated.	Basis for determining that results changed or sale was invalid.	No	No	No	No
Invalid sale results	Bankruptcy	Reason sale was determined to be invalid is that petition for relief was filed under U.S. bankruptcy codes by or on behalf of the obligor.	No	No	No	No
Invalid sale results	Contested foreclosure.	Reason sale was determined to be invalid is that the foreclosure was contested.	No	No	No	No
Invalid sale results	Third party fails to consummate sale.	Reason sale was determined to be invalid is that third party purchaser did not complete the purchase requirements.	No	No	No	No
Invalid sale results	Procedural errors.	Reason sale was determined to be invalid is procedural error, such as failure to give notice, legal issues, failure to comply with foreclosure laws, incorrect publication, trustee appointments, recoding issues, etc.	No	No	No	No
Invalid sale results	SCRA	Reason sale was determined to be invalid is that obligor has filed for relief under or is deemed to be entitled to the SCRA.	No	No	No	No

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Changed sale results	Date third party failed to consummate the sale.	Month, day, and year the third party failed to consummate the sale as per consummation requirements in the applicable state (i.e. the timeframe for consummation expired).	No	No	No	No
Confirmed sale date with no transfer of custody	Confirmation or ratification date (when no transfer of custody).	Month, day, and year of sale confirmation or ratification when the servicer chooses to retain the property and the property is located in a confirmation or ratification of sale state.	No	No	No	No
Basic Claim Information	Date loan termination reported to credit bureaus.	Month, day, and year that servicer reports to the credit bureau that loan has been terminated.	No	No	No	Yes

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 Exhibit B

Exhibit B: Monthly Reporting Requirements	
Event Name	Data Elements
Header information	VA loan number
Header information	Property state abbreviation.
Header information	Current servicer identification number.
Header information	Servicer loan number.
Monthly loan status update	Unpaid principal balance.
Monthly loan status update	Payment due date (a.k.a. date of first uncured default).
SCRA relief filed	Effective date of SCRA relief (can be prior to request date).
SCRA relief filed	Expected SCRA relief end date.
Electronic default notification	Date of first payment on the original loan.
Electronic default notification	Payment of due date.
Electronic default notification	Property address line 1.
Electronic default notification	Property address line 2.
Electronic default notification	Property address unit number.
Electronic default notification	Property address city.
Electronic default notification	Property address zip code.
Electronic default notification	Property address suffix.
Electronic default notification	Property address state abbreviation.
Electronic default notification	Last name of current owner, if applicable.
Electronic default notification	First name of current owner, if applicable.
Electronic default notification	Middle initial of current owner, if applicable.
Electronic default notification	Suffix of current owner, if applicable.
Electronic default notification	Social security number of current owner; if current owner is an individual.
Electronic default notification	Last name of current co-owner, if applicable.
Electronic default notification	First name of current co-owner, if applicable.
Electronic default notification	Middle name of current co-owner, if applicable.
Electronic default notification	Suffix of current co-owner, if applicable.
Electronic default notification	Social security number of current co-owner; if current owner is an individual.
Electronic default notification	Interest rate on loan.
Electronic default notification	Unpaid principal balance.
Electronic default notification	Principal and interest (P&I) portion of monthly installment.
Electronic default notification	Taxes and insurance (T&I) portion of monthly installment.
Electronic default notification	Occupant of property.
Electronic default notification	Vacant
Electronic default notification	Primary reason for default (servicer may report only one).
Electronic default notification	Business failure.
Electronic default notification	Casualty loss
Electronic default notification	Curtailment of income.
Electronic default notification	Death of borrower.
Electronic default notification	Death of borrower's family member.
Electronic default notification	Distant employment transfer.
Electronic default notification	Energy/environmental cost.

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Electronic default notification	Excessive obligations.
Electronic default notification	Fraud
Electronic default notification	Illness of borrower.
Electronic default notification	Illness of borrower's family.
Electronic default notification	Inability to rent property.
Electronic default notification	Inability to sell property.
Electronic default notification	Incarceration.
Electronic default notification	Marital difficulties.
Electronic default notification	Military service.
Electronic default notification	Payment adjustment.
Electronic default notification	Payment dispute.
Electronic default notification	Property problems.
Electronic default notification	Servicing problems.
Electronic default notification	Transfer of ownership.
Electronic default notification	Unemployment notification.
Electronic default notification	Borrower never responded to outreach.
Delinquency status	Unpaid principal balance (UPB).
Delinquency status	Payment due date.
Delinquency status	Principal and interest (P&I) portion of monthly installment, if changed.
Delinquency status	Taxes and insurance (T&I) portion of monthly installment, if changed.
Bankruptcy filed	Date bankruptcy filed.
Bankruptcy filed	Type of bankruptcy.
Bankruptcy filed	Chapter 7
Bankruptcy filed	Chapter 11
Bankruptcy filed	Chapter 12
Bankruptcy filed	Chapter 13
Bankruptcy update	Date relief of stay filed.
Bankruptcy update	Date of discharge
Bankruptcy update	Date of dismissal
Bankruptcy update	Date stay lifted.
Bankruptcy update	Bankruptcy event
Default cured/loan reinstated	Date loan reinstated.
Repayment plan approved	Date repayment plan approved.
Special forbearance approved	Estimated cure date.
Loan modification approved	Date modification of loan approved.
Loan modification complete	Date loan modification fully executed.
Compromise sale approved	Date compromise sale approved.
Compromise sale complete	Actual settlement date.
Deed-in-lieu approved	Date of approval.
Foreclosure referral	Date of referral to attorney.
Foreclosure referral	Updated reason for default at time of foreclosure.
Foreclosure referral	Business failure.
Foreclosure referral	Casualty loss.
Foreclosure referral	Curtailment of income.

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Foreclosure referral	Death to borrower.
Foreclosure referral	Death of borrower's family member.
Foreclosure referral	Distant employment transfer.
Foreclosure referral	Energy/environmental cost.
Foreclosure referral	Excessive obligations.
Foreclosure referral	Fraud
Foreclosure referral	Illness of borrower.
Foreclosure referral	Illness of borrower's family.
Foreclosure referral	Inability to rent property.
Foreclosure referral	Inability to sell property.
Foreclosure referral	Incarceration.
Foreclosure referral	Marital difficulties.
Foreclosure referral	Military service.
Foreclosure referral	Payment adjustment.
Foreclosure referral	Payment dispute.
Foreclosure referral	Property problems.
Foreclosure referral	Servicing problems.
Foreclosure referral	Tenant not paying.
Foreclosure referral	Transfer of ownership.
Foreclosure referral	Unemployment notification.
Foreclosure referral	Borrower never responded to outreach.
Foreclosure sale scheduled	Date of scheduled foreclosure sale.

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Exhibit C

Exhibit C: Event Triggered Reporting Elements	
Event Name	Data Elements
Loan paid in full	Date loan was paid in full.
Servicing transfer	All listed in proposal
Transfer of ownership	All listed in proposal
Release of liability	Date of release.
Results of sale	Date of sale.
Transfer of custody	All listed in proposal
Improper transfer of custody	All listed in proposal
Basic Claim Information	All listed in proposal with the exception of "Date loan termination reported to credit bureaus"