

VA Refinance IRRRL

IMPORTANT: Loans purchased on or after December 1, 2016 must meet VA Safe Harbor guidelines. In particular this requires 6 months scheduled payments before refinancing with a VA IRRRL. GNMA pooling requirements have necessitated this change.

This matrix is intended as an aid to help determine whether a property/loan qualifies for certain financing. It is not intended as a replacement for VA guidelines. Users are expected to know and comply with VA requirements.

NOTE: This matrix includes overlays, which may be **more restrictive** than VA requirements. A thorough reading of this matrix is recommended.

Program Qualifications

- Impac's VA Interest Rate Reduction Refinance Loan (IRRRL) is designed for the rate/term refinance at a reduced interest rate of an existing insured VA loan on an owner occupied primary residence up to a maximum of 115% LTV.
- **Loan must meet VA QM guidelines (Safe Harbor or Rebuttable Presumption). Loans purchased on or after 12/1/16 must be Safe Harbor Only. In all cases the recoupment period for all allowable fees and charges financed as part of the loan or paid at closing may not exceed thirty-six (36) months except when moving from ARM to Fixed Rate loan (Impac Overlay).** See *Financing Types* section for additional information.

Eligibility Matrix Loan Amount & LTV Limitations

VA – Interest Rate Reduction Refinancing Loan (IRRRL) Primary Residence Only

| Units | Maximum Base LTV |
|-------|--|
| 1-4 | <p>Maximum LTV is 100% of AVM value calculated from Total Loan Amount (Base Loan Amount plus VA funding fee) when Total Loan Amount > \$417,000 (see <i>Appraisal Requirements</i>)</p> <p>Maximum LTV is 115% of AVM value calculated from Total Loan Amount (Base Loan Amount plus VA funding fee) when Total Loan Amount ≤ \$417,000 (see <i>Appraisal Requirements</i>)</p> <p>Minimum 580 score at all LTVs</p> <p>* All VA refinance loans that fall under Section 50(a)(6) of the Texas Constitution are ineligible</p> |
| | <ul style="list-style-type: none"> • Maximum 125% CLTV for existing subordinate financing • The 25% minimum VA guaranty/entitlement is considered satisfied for Interest Rate Reduction Refinance Loans regardless of the dollar amount of guaranty being transferred from the previous loan. |

Maximum Total Loan Amount

| Continental US, Alaska and Hawaii | |
|-----------------------------------|---|
| Units | Highest Maximum Total Loan Amount |
| 1 | \$1,000,000 |
| 2 – 4 | VA County Loan Limit or \$1,000,000 whichever is less |

Refer to VA Form 26-8923 *Interest Rate Reduction Refinancing Loan Worksheet* to calculate loan amount. Loan amount must have sufficient VA guaranty

Product Description

- VA Fixed Rate 15 and 30 year term; fully amortized
- VA Fixed Rate 15 and 30 year term, high balance; fully amortized
- VA 3/1 and 5/1 ARMs, including high balance

Product Codes

| 15 Years | Product Code |
|--------------------------|--|
| VA 15 Years | VF15IR |
| VA 15 Years High Balance | VF15IRHB (base loan amount above \$417,000; Exception: base loan above \$625,500 in Alaska and Hawaii) |
| 30 Years | Product Code |
| VA 30 Years | VF30IR |
| VA 30 Years High Balance | VF30IRHB (base loan amount above \$417,000; Exception: base loan above \$625,500 in Alaska and Hawaii) |
| Hybrid ARM | Product Code |
| VA 3/1 IRRRL | VA31IR |

VA Refinance IRRRL

| | |
|---------------------------|--|
| VA 3/1 IRRRL High Balance | VA31IRHB (base loan amount above \$417,000; Exception: base loan above \$625,500 in Alaska and Hawaii) |
| VA 5/1 IRRRL | VA51IR |
| VA 5/1 IRRRL High Balance | VA51IRHB (base loan amount above \$417,000; Exception: base loan above \$625,500 in Alaska and Hawaii) |

Eligibility Requirements

| | | | | | | | | | | | | | | | | | |
|---|---|--------------------------------------|--|---------------|-------|--------------|---|----------------------------|--|---------------------|--|--------------------------|------|-------------------|---|---------------------------|--|
| Adjustable Rate Details | <table border="1"> <tr> <td>Interest rate adjustment caps</td> <td>3/1 and 5/1 ARM = 1/1/5 Initial: 1% up/down; Subsequent: 1% up/down; Lifetime : 5% up</td> </tr> <tr> <td>Margin</td> <td>2.00%</td> </tr> <tr> <td>Index</td> <td>1-Year CMT, defined as the weekly average yield on United States (U.S.) Treasury securities adjusted to a constant maturity of one year</td> </tr> <tr> <td>Interest rate Floor</td> <td>The interest rate Floor is equal to the Margin</td> </tr> <tr> <td>Change dates</td> <td>3/1 - Initial interest rate change date will occur within 36 to 42 months, depending on disbursement date. Interest rate will adjust every 12 months thereafter. 5/1 - Initial interest rate change date will occur within 60 to 66 months, depending on disbursement date. Interest rate will adjust every 12 months thereafter. Must meet GNMA requirements. Government ARM initial change dates are the first day of January, April, July, or October, depending on disbursement date. Refer to the <i>Adjustable Rate Mortgages Reference</i> at: www.impaccorrespondent.com</td> </tr> <tr> <td>Conversion Option</td> <td>None</td> </tr> <tr> <td>Assumption</td> <td>Permitted after the first adjustment for qualified borrowers.</td> </tr> <tr> <td>Temporary Buydowns</td> <td>Temporary Buydowns may not be used with an ARM product</td> </tr> </table> | Interest rate adjustment caps | 3/1 and 5/1 ARM = 1/1/5 Initial: 1% up/down; Subsequent: 1% up/down; Lifetime : 5% up | Margin | 2.00% | Index | 1-Year CMT, defined as the weekly average yield on United States (U.S.) Treasury securities adjusted to a constant maturity of one year | Interest rate Floor | The interest rate Floor is equal to the Margin | Change dates | 3/1 - Initial interest rate change date will occur within 36 to 42 months, depending on disbursement date. Interest rate will adjust every 12 months thereafter. 5/1 - Initial interest rate change date will occur within 60 to 66 months, depending on disbursement date. Interest rate will adjust every 12 months thereafter. Must meet GNMA requirements. Government ARM initial change dates are the first day of January, April, July, or October, depending on disbursement date. Refer to the <i>Adjustable Rate Mortgages Reference</i> at: www.impaccorrespondent.com | Conversion Option | None | Assumption | Permitted after the first adjustment for qualified borrowers. | Temporary Buydowns | Temporary Buydowns may not be used with an ARM product |
| Interest rate adjustment caps | 3/1 and 5/1 ARM = 1/1/5 Initial: 1% up/down; Subsequent: 1% up/down; Lifetime : 5% up | | | | | | | | | | | | | | | | |
| Margin | 2.00% | | | | | | | | | | | | | | | | |
| Index | 1-Year CMT, defined as the weekly average yield on United States (U.S.) Treasury securities adjusted to a constant maturity of one year | | | | | | | | | | | | | | | | |
| Interest rate Floor | The interest rate Floor is equal to the Margin | | | | | | | | | | | | | | | | |
| Change dates | 3/1 - Initial interest rate change date will occur within 36 to 42 months, depending on disbursement date. Interest rate will adjust every 12 months thereafter. 5/1 - Initial interest rate change date will occur within 60 to 66 months, depending on disbursement date. Interest rate will adjust every 12 months thereafter. Must meet GNMA requirements. Government ARM initial change dates are the first day of January, April, July, or October, depending on disbursement date. Refer to the <i>Adjustable Rate Mortgages Reference</i> at: www.impaccorrespondent.com | | | | | | | | | | | | | | | | |
| Conversion Option | None | | | | | | | | | | | | | | | | |
| Assumption | Permitted after the first adjustment for qualified borrowers. | | | | | | | | | | | | | | | | |
| Temporary Buydowns | Temporary Buydowns may not be used with an ARM product | | | | | | | | | | | | | | | | |
| Appraisal Requirements | <p>Valuation requirements for IRRRL transactions are as follows. An appraisal is not required. An AVM is required as follows.</p> <ul style="list-style-type: none"> • CoreLogic Geo AVM with Forecast Standard Deviation value of 14 or less, or • LPS Cascading AVM with confidence score of 75 or greater • If unable to meet either of the requirements above, a 2055 appraisal is required • If an AVM is not submitted with the file Impac will order the AVM and deduct the cost at the time of Impac's purchase. • Notice of Reasonable Value is not required to be issued in webLGY. • Refer to <i>Geographic Locations/Restrictions</i> for additional state specific restrictions <p><u>Natural Disasters</u> Loans secured by properties located in areas federally declared as major disaster areas must have additional inspections, contact Account Executive to review.</p> <p>Note: The ECOA Valuations Rule requires copies of appraisals and other written valuations be delivered to borrower promptly upon completion, or three (3) business days before consummation, whichever is earlier.</p> | | | | | | | | | | | | | | | | |
| Assets | No asset verification required | | | | | | | | | | | | | | | | |
| Assumptions | Permitted – Credit worthy borrows only | | | | | | | | | | | | | | | | |
| Borrower Eligibility | <ul style="list-style-type: none"> • Must be a veteran who served the minimum duty with other than a dishonorable discharge • Active duty with at least 181 days of duty • Un-remarried surviving spouse of eligible veteran (COE) • Reservists/National Guard • Joint loans involving a veteran and a non-veteran who is not the veteran's spouse (VA prior approval required. Refer to <i>Special Requirements/Restrictions</i> for more details) • Joint loans involving two unmarried veterans (VA prior approval required. Refer to <i>Special Requirements/Restrictions</i> for more details) • Inter Vivos Revocable Trust is allowed for owner occupied property only <ul style="list-style-type: none"> ○ Note: A Power of Attorney is not allowed for properties held in a trust | | | | | | | | | | | | | | | | |
| Certificate of Eligibility (COE) | <p>A Certificate of Eligibility (COE) and VA Form 26-8937 are not necessary for Interest Rate Reduction Refinancing Loans (IRRRLs).</p> <p>If a lender successfully requests a VA case number for an IRRRL a COE is NOT required by VA. If the case number also shows the veteran is Exempt from paying the funding fee, VA Form 26-8937 is NOT required.</p> | | | | | | | | | | | | | | | | |

VA Refinance IRRRL

| | |
|----------------------------|--|
| Co-borrowers | All borrowers must occupy the subject property |
| Credit | <p>Housing (Mortgage/Rental) payment history requirements</p> <ul style="list-style-type: none"> All loans must be current For the subject loan being refinanced, the veteran has not been more than 30 days past due during the 6 months preceding the new loan's closing date; Loans where the P&I increases more than 20% require credit report or tri-merged in-file <p>Minimum FICO Score Requirement</p> <ul style="list-style-type: none"> Minimum 580 score required Use the middle score of 3 repositories or lower score of 2 repositories to determine eligibility If a tri-merged credit report is provided, the report must be analyzed to ensure there are no serious delinquent obligations in the last 12 months. Loans may be subject to further review and 12-month income documentation. Non-traditional credit is ineligible. <p>Credit reports charged to veterans are limited to the <u>actual invoice price charged to the lender</u>, not to exceed a maximum combined total of \$100. Charge must be substantiated with an invoice.</p> |
| Employment / Income | <p>No income documentation required, except where the P&I payment increases 20%.</p> <ul style="list-style-type: none"> Documentation for loans if P&I payment increases by 20% or more <ul style="list-style-type: none"> Determine the borrower has stable and reliable income to support the proposed housing payment along with other recurring monthly obligation <ul style="list-style-type: none"> Pay stubs covering at least the most recent 30 day period 2 years W2s 2 years tax returns for self-employed borrowers Telephone VOE of the borrower's current employment 4506T must be executed Refer to <i>Geographic Locations/Restrictions</i> for additional state specific restrictions |
| Escrow Holdback | Ineligible |
| Escrow Waivers | Ineligible |
| Financing Types | <p>Interest Rate Reduction Refinances Only</p> <ul style="list-style-type: none"> New loan amount may include the following. <ul style="list-style-type: none"> Unpaid principal balance, including accrued interest and late fees, if applicable Allowable closing costs, refer to Section Special Restrictions Section for ineligible costs Prepaid expenses Maximum 2 discount points Funding fee 25% guaranty is considered satisfied No cash back to borrower permitted, minor adjustment at closing not to exceed \$500 cash back is eligible No satisfaction of junior liens Premium pricing is permitted Complete VA Form 26-8923 <i>Interest Rate Reduction Refinancing Worksheet</i> <p><u>VA IRRRL must meet VA Qualified Mortgage guidelines (Safe Harbor or Rebuttable Presumption)</u> <u>Loans purchased on or after 12/1/16 must be Safe Harbor Only.</u></p> <p><u>However, in all cases the recoupment period for all allowable fees and charges financed as part of the loan or paid at closing may not exceed thirty-six (36) months except when moving from ARM to Fixed Rate loan (Impac Overlay)</u></p> <ul style="list-style-type: none"> <u>Safe Harbor</u> - Loan must meet <u>all</u> of the following requirements <ul style="list-style-type: none"> Loan being refinanced was originated at least 6 months before the new loan's closing date, and <ul style="list-style-type: none"> Seasoning period begins from the date of the Note being refinanced Veteran has made 6 months scheduled payments on the existing VA loan, and The veteran has not been more than 30 days past due during the 6 months preceding the new loan's closing date; The recoupment period for all allowable fees and charges (see 38 CFR 36.4313) financed as part of the loan or paid at closing does not exceed thirty-six (36) months (<i>see Recoupment Requirement Exceptions</i>); and All other VA requirements for guaranteeing an IRRRL are met <u>Rebuttable Presumption</u> – Loan does not meet the Safe Harbor requirements above, but it meets the basic requirements for VA guaranty <ul style="list-style-type: none"> Note: Rebuttable Presumption loans must still meet the 36 month recoupment period for allowable fees and charges, see above (except for ARM to Fixed Rate loan). (Impac Overlay) <p><u>Loans using Rebuttable Presumption QM criteria must be purchased by Impac PRIOR to 12/1/16.</u></p> |

VA Refinance IRRRL

| | |
|---|---|
| | <p><u>Recoupment Fees and Charges</u> Only those expenses the veteran incurs as a cost of the IRRRL must be included in the recoupment period. It is not necessary to include in the recoupment period the costs of items the borrower would have paid anyway under the loan being refinanced. Example: If expenses such as homeowner's insurance premiums, taxes, special assessments, and homeowner's association fees were or would have been payable under the original loan, they are excluded from the recoupment calculation. Lender credits and premium pricing may be excluded from the recoupment calculation only to the extent they offset fees allowed to be paid by veteran (see 38 C.F.R. 36.4313) (see <i>VA Circular 26-16-03</i> and <i>Exhibit A</i> to circular).</p> <p><u>Recoupment Requirement Exceptions</u> VA excepts from the recoupment requirement the following three types of IRRRLs:</p> <ul style="list-style-type: none"> • Mortgages that include energy efficient improvements (Impac does participate in this program) • Loans that are being refinanced from an adjustable-rate to a fixed-rate • Loans which a refinance a fixed-rate loan into another fixed-rate loan of a shorter duration <p><u>Properties located in Texas (IRRRL)</u></p> <ul style="list-style-type: none"> • If the first mortgage is subject to Texas Section 50(a)(6), VA financing is ineligible, once a cash-out, always a cash-out. • If an existing second lien is subject to Texas Section 50(a)(6), VA financing ineligible, once a cash-out, always a cash-out. • The title policy will reference Texas Section 50(a)(6) or Article XVI of the Texas Constitution effective January 1, 1998 • When VA financing is permitted, underwriting conditions and closing instructions must indicate "No cash back to borrower is permitted," not even \$1 is allowed. <p><u>New York Consolidation, Extension & Modification Agreement (NY CEMA)</u> For all Impac refinance products, property located in the state of New York may be structured as a Consolidation, Extension, and Modification Agreement (CEMA) transaction. The most current version of Fannie Mae/Freddie Mac Uniform Instrument (Form 3172) must be used. The following documentation must be provided:</p> <ul style="list-style-type: none"> • NY Consolidation, Extension and Modification Agreement (Form 3172) • Original Note(s) – Original documents signed by the borrower • Gap Note and Gap Mortgage, if applicable • Consolidated Note – Original documents signed by the borrower • Exhibit A – Listing of all Notes & Mortgages being consolidated, extended and modified • Exhibit B – Legal description of the subject property • Exhibit C – Copy of the consolidated Note • Exhibit D – Copy of the consolidated Mortgage <p>Lost Note Affidavits are not an acceptable substitute for any of the required documents. If original documentation cannot be provided per above, then a CEMA is not allowed.</p> |
| <p>Geographic Locations/ Restrictions, as applicable</p> | <p>Eligible states are as follows:</p> <ul style="list-style-type: none"> • <u>Correspondent:</u> All states (including DC) are eligible <p>See <i>New York Consolidation, Extension & Modification Agreement (NY CEMA)</i> in <i>Financing Types</i> section above</p> <p><u>Additional restrictions as follows:</u> Hawaiian Lava-Flow Hazard Zones – The U.S. Geological Survey (USGS) categorizes the <u>island of Hawaii</u> into nine "lava zones" based on each zone's probability of exposure to lava flows caused by volcanic eruption. Properties in lava zones 1 and 2 are not eligible for loans funded or purchased by Impac Mortgage Corp. due to increased risk of property destruction from lava flows within these areas. The Hawaii Lava-Flow Hazard Zone Map can be accessed at: http://hvo.wr.usgs.gov/hazards/FAQ_LavaFlowHazardZone/ and http://pubs.usgs.gov/mf/1992/2193/</p> <p>Texas Cash-out 50(a)(6) is ineligible</p> <p>State specific regulatory requirements supersede all underwriting guidelines set forth by Impac.</p> <p>Restrictions to specific states are as follows.</p> <ul style="list-style-type: none"> • Colorado IRRRL's <ul style="list-style-type: none"> • Income must be stated on the application • No verification of income is required • No analysis of income is performed |
| <p>Guaranty/Entitlement</p> | <p>VA guaranty is always 25% for all IRRRLs</p> |
| <p>Internet Links</p> | <p>The Appraisal System. Order Case Numbers, Appraisals and obtain Automated Certificates of Eligibility at VA Portal https://vip.vba.va.gov/portal/VBAH/Home</p> |

VA Refinance IRRRL

| | |
|---|--|
| | <p>VA Lenders Handbook http://www.benefits.va.gov/warms/pam26_7.asp VA Lender Resources http://benefits.va.gov/homeloans/lenders.asp VA Regional Loan Centers http://www.homeloans.va.gov/rlcweb.htm VA Forms http://www.va.gov/vaforms/</p> |
| Limitations on Other Real Estate Owned | None |
| Loan Amount | No minimum loan amount |
| Mortgage Insurance | Refer to <i>VA Funding Fee</i> located at the end of this document |
| Occupancy | <p>Primary Residence</p> <p><u>Second Home and Investment Property</u> A property with an existing VA loan that is currently used as a <u>second home</u> or <u>investment property</u> may be refinanced with a VA IRRRL (streamline) so long as veteran certifies that he or she previously occupied the property as his or her home. (VA Lender's Handbook Ch. 3, 5-a)</p> |
| Prepayment Penalty | None |
| Property Types | <p>Eligible Properties</p> <ul style="list-style-type: none"> • 1 – 4 units • Condos - VA approved • PUDs • Modular housing • <u>Manufactured Housing acceptable to VA that is classified as real estate and subject to the following restrictions:</u> <ul style="list-style-type: none"> ○ Primary Residence Only ○ Multi-width property only – no single wide ○ No High Balance Loans ○ Fixed Rate only, no ARMs ○ No Manufactured Homes in Condo Projects ○ MFH may not have been re-sited ○ No MFH on leased land ○ Built after June 15, 1976 as evidenced by HUD labels ○ Permanently affixed to a foundation (see VA Lender Manual 12.10) <p>Ineligible Properties</p> <ul style="list-style-type: none"> • Condo Hotels • Co-ops • Leasehold properties |
| Qualifying Rate and Ratios | <p>When applicable, qualify at initial Note Rate for all fixed and hybrid ARMs (e.g., 3/1, 5/1) Refer to <i>Geographic Locations/Restrictions</i> for additional requirements.</p> <p>The principal and interest payment on an IRRRL must be less than the principal and interest payment on the loan being refinanced unless one of the following exceptions applies</p> <ul style="list-style-type: none"> • The IRRRL is refinancing an ARM • Term of the IRRRL is shorter than the term of the loan being refinanced. <p>If the monthly payment (PITI) increases by 20 percent or more, the underwriter must credit qualify the borrower. If credit qualifying borrower due to P&I increasing over 20%, the following applies:</p> <ul style="list-style-type: none"> • 41% maximum DTI ratio • 41% DTI ratio may be exceeded provided ratio does not exceed 50% • > 41% <=50% DTI ratios require residual income exceeding 120% in addition to significant documented compensating factors as follows. <ul style="list-style-type: none"> • Conservative use of consumer credit • Excellent credit history • Existence of equity in refinancing loans • Little or no increase in shelter expense • Long-term employment • Minimal consumer debt • Military benefits • Satisfactory homeownership experience • Significant liquid assets |
| Secondary Financing | <p>Existing secondary financing eligible. Must be approved by Impac. No cash back to the veteran from the VA first mortgage or second mortgage is permitted The second lien should not restrict the veteran's ability to sell the property (i.e. assumability feature)</p> |

VA Refinance IRRRL

| | <p>For existing subordinate financing there is a maximum of 125% CLTV limitation Secondary financing must meet requirements in VA Lender Handbook, Secondary Borrowing, Ch 9, Sec 4.</p> | | | | | | | | | |
|--|---|------------------|----------|--------|---------------|----------------------|-----|---------------|--------------------------------|----|
| <p>Special Documentation Requirements</p> | <p>Documents required to underwrite the full file are as follows.</p> <ul style="list-style-type: none"> • VA IRRRL Case Assignment screen print out to confirm new case number (verify veteran's name and address match the new application) • All veteran applicants whose income is being used to qualify for the loan transaction must complete and sign the VA Reserves or National Guard Certification. <ul style="list-style-type: none"> • The VA Underwriter must use this information to determine the veteran-borrower's true monthly qualifying income and service pay • Verification of VA Benefit (VA Form 26-8937) required if borrower or co-borrower is: <ul style="list-style-type: none"> • A surviving spouse of a veteran who died on active duty or as a result of a service connected disability <ul style="list-style-type: none"> • Submit form to the VA Regional Loan Center having jurisdiction over property state • Cannot issue final loan approval until VA completes and returns the form • Cannot submit loan to the VA for prior approval unless completed form is received from the VA <p>If automated Certificate of Eligibility shows veteran is exempt from paying the funding fee, VA Form 26-8937 is not required</p> <ul style="list-style-type: none"> • Original signed and completed Uniform Residential Loan Application (FNMA 1003) • Original HUD/VA Addendum to the URLA (VA Form 26-1802a) • Mortgage history for past 6 months • Current payoff statement for existing mortgage • Copy of original note • VA Interest Rate Reduction Refinancing Worksheet VA Form 26-8923 • VA Loan Summary Sheet (VA Form 26-0286) • CAIVRS information must be checked and noted on the IRRRL Worksheet in the remarks section • Nearest living relative information • Initial Good Faith Estimate and Truth in Lending disclosures • Affiliated Business Disclosure • Counseling checklist for Military Homebuyers VA Form 26-0592 required only for credit qualifying streamline and active duty borrowers • Federal Collection Policy Notice VA Form 26-0503 • VA Payment Comparison Letter and Lender Certification <ul style="list-style-type: none"> • Statement signed by the veteran acknowledging the effect of the refinance loan on the veteran's loan payments and interest. (The statement must show the interest rate and monthly payments for the new loan versus the old loan) • The statement must also disclose to the borrower how long it will take for him/her to recoup ALL closing costs (both those included in the loan and those paid outside of closing.) • If the monthly mortgage payment (P&I) increases by 20% or more, a Lender's Certification must also be completed by the VA Underwriter: • The VA Underwriter signs and certifies the Lender Certification that the "borrower qualifies for the new monthly mortgage payment which exceeds the previous payment by 20% or more" • Provide all other applicable VA related forms required by VA IRRRL transactions <p>The following documents will be required at closing</p> <ul style="list-style-type: none"> • HUD/VA Addendum to the URLA • VA Transmittal List VA Form 26-0285 • Report and Certification of Loan Disbursement VA Form 26-1820 • Payment Comparison Letter must be signed at closing <p><u>Hardest Hit Funds</u> Various states are distributing federal Hardest Hit Funds (HHF) to help "underwater" borrowers (i.e., mortgage > appraised value) by paying down the existing mortgage at time of refinance. This assistance usually requires the borrower to sign an interest free promissory note (not a lien on the property) that is forgiven after 5 years so long as borrower has maintained the subject property as borrower's primary residence.</p> <p>VA requires the veteran to sign a lender created simple statement of the terms of the promissory note. This statement must be part of the loan file when HHF funds are used.</p> | | | | | | | | | |
| <p>Special Requirements/Restrictions</p> | <p>IRRRL Eligible Borrowers</p> <ul style="list-style-type: none"> • Generally, the parties obligated on the original VA loan must be the same parties on the new loan and the veteran must still own the property. However, some ownership changes may be eligible. A change in mortgagors is eligible with proper documentation as follows. <table border="1" style="width: 100%; border-collapse: collapse; margin-top: 10px;"> <thead> <tr> <th style="text-align: left;">Existing VA Loan</th> <th style="text-align: left;">New Loan</th> <th style="text-align: left;">Yes/No</th> </tr> </thead> <tbody> <tr> <td>Unmarried Vet</td> <td>Veteran & new spouse</td> <td>Yes</td> </tr> <tr> <td>Unmarried Vet</td> <td>Spouse only (deceased veteran)</td> <td>No</td> </tr> </tbody> </table> | Existing VA Loan | New Loan | Yes/No | Unmarried Vet | Veteran & new spouse | Yes | Unmarried Vet | Spouse only (deceased veteran) | No |
| Existing VA Loan | New Loan | Yes/No | | | | | | | | |
| Unmarried Vet | Veteran & new spouse | Yes | | | | | | | | |
| Unmarried Vet | Spouse only (deceased veteran) | No | | | | | | | | |

VA Refinance IRRRL

| | | | |
|-----------------------|---|---|-----|
| | | | |
| | Vet | Different veteran who has substituted his/her entitlement | Yes |
| | Vet & Spouse | Divorced veteran only | Yes |
| | Vet & Spouse | Veteran & different spouse | Yes |
| | Vet & Spouse | Spouse only (deceased veteran) | Yes |
| | Vet & Spouse | Divorced spouse only | No |
| | Vet & Spouse | Different spouse only (deceased veteran) | No |
| | Vet & Non-Vet (joint obligors) | Veteran only | Yes |
| | Vet & Non-Vet (joint obligors) | Non-Veteran only | No |
| | <p>Term Increase</p> <ul style="list-style-type: none"> The term of the new loan may not exceed the original term by more than 10 years, subject to the maximum term of 30 years and 32 days. <p>Interest Rate Decrease</p> <ul style="list-style-type: none"> The interest rate of the new loan must be less than the interest rate of the existing VA loan unless refinancing an ARM to a fixed rate. <p>Payment Increase</p> <ul style="list-style-type: none"> P&I payment must be less than the P&I payment of the existing VA loan unless: <ul style="list-style-type: none"> Refinancing an ARM to a Fixed Rate; OR The term of the new loan is less than the term of the existing VA loan If the P&I increases by 20% or more the veteran's ability to repay must be demonstrated. <p>General Guidelines</p> <ul style="list-style-type: none"> The loan being paid off through the refinance must be the loan indicated on the IRRRL Case number. In some cases, a copy of the note may be required to verify the VA loan number. The minimum guaranty on an IRRRL is 25% regardless of the dollar amount of guaranty being transferred from the prior loan If the veteran is deceased and the surviving spouse was a co-obligor, the spouse is considered a veteran for the IRRRL <ul style="list-style-type: none"> Surviving spouse must own the property <p>Fees Ineligible to be Financed in Loan Amount</p> <ul style="list-style-type: none"> Flat fees charged by second lien holders to subordinate existing secondary financing. Veteran must pay with own funds. Processing type fees such as "Subordination prep" charged by closing agents or other third parties to process subordination is ineligible to be charged to Veteran. | | |
| Underwriting | <ul style="list-style-type: none"> Ineligible for submission to DU/LP Manual underwriting only | | |
| VA Case Number | Order the case from the VA Portal. Remember on an IRRRL you order "case number only" | | |
| VA Funding Fee | VA Funding Fee applies unless veteran is exempt. See <i>VA Funding Fee Table</i> for specific percentages. | | |

From Circular 26-11-19

November 22, 2011

P.L. 112-154 extended the Funding Fee structure through September 30, 2017

See VA Circular 26-12-9

| Loan Fee Structure for VA-Guaranteed Loans | | |
|---|----------------|---------------------------------|
| | Veteran | Reservist/National Guard |
| First Time Use | | |
| Downpayment | | |
| Less than 5 percent ¹ | | |
| *November 22, 2011 through September 30, 2017 | 2.15% | 2.40% |
| At least 5 percent but less than 10 percent | | |
| *November 22, 2011 through September 30, 2017 | 1.50% | 1.75% |
| 10 percent or more | | |
| *November 22, 2011 through September 30, 2017 | 1.25% | 1.50% |
| Second and Subsequent Use | | |
| Downpayment | | |
| Less than 5 percent ¹ | | |
| *November 22, 2011 through September 30, 2017 | 3.30% | 3.30% |
| At least 5 percent but less than 10 percent | | |
| *November 22, 2011 through September 30, 2017 | 1.50% | 1.75% |
| 10 percent or more | | |
| *November 22, 2011 through September 30, 2017 | 1.25% | 1.50% |
| Refinancing Loans | | |
| Interest Rate Reduction Refinancing Loan | 0.50% | 0.50% |
| Other | | |
| Assumptions | 0.50% | 0.50% |
| Service-connected disabled Veterans | 0.00% | 0.00% |

¹ includes 'Cash-Out' Refinancing loans

###