



PennyMac Correspondent Group eMortgage Guide

The PennyMac Correspondent Group eMortgage Guide (“PennyMac eMortgage Guide”) sets forth specific requirements for PennyMac’s purchase from Sellers of Mortgage Loans for which the Mortgage Note is an electronic document using the Uniform Fannie Mae/Freddie Mac form of eNote (an “eNote”) and the Mortgage (i.e., security instrument) and other closing and post-closing documents and assignments requiring notarization may also be executed, witnessed and notarized in electronic form (collectively referred to as an “eMortgage”). If a Seller receives separate approval to deliver FHA, VA or USDA loans as part of PennyMac’s participation in the Ginnie Mae Digital Collateral Program, the eNote must include all elements, language, and specific clauses set forth in the Ginnie Mae Digital Collateral Program Guide, Appendix V-07 (“Ginnie Mae eGuide”). PennyMac will only purchase eMortgages from Sellers who have executed the Addendum to Mortgage Loan Purchase Agreement (eMortgage Loans) that specifically authorizes eMortgage deliveries to PennyMac (“eMortgage Addendum”) and, for FHA, VA or USDA loans, a separate Addendum to Mortgage Loan Purchase Agreement (“Ginnie Mae eMortgage Loans”)(“Ginnie Mae eGuide”). This PennyMac eMortgage Guide is incorporated by reference into the PennyMac Delegated Seller Guide and the Agreement (or Loan Purchase Agreement) and eMortgage Addendum and Ginnie Mae eMortgage Addendum, as applicable, and forms a critical and inseparable part of each Seller’s obligations. Capitalized terms used in this PennyMac eMortgage Guide without definition shall have the meanings in the Glossary in the PennyMac Delegated Seller Guide. Terms in *italics* used in this PennyMac eMortgage Guide without definition shall have the meanings in the MERS® eRegistry Procedures Manual (“MERS® System Procedures Manual”).¹

Additionally, Sellers must comply with all provisions and requirements of (1)(a) for any Mortgage Loan delivered under any Conforming Product Profile for delivery to Fannie Mae, the then-current Guide to Delivering eMortgage Loans to Fannie Mae (“Fannie Mae eMortgage Guide”), the Fannie Mae eMortgage Technical Requirements (“Fannie Mae Tech Requirements”), (b) for any Mortgage Loan delivered under any Conforming Product Profile for delivery to Freddie Mac, the then-current version of the Freddie Mac eMortgage Guide, or (c) for any Mortgage Loan delivered under any Government Product Profile, the then-current version of the Ginnie Mae eGuide, and (2) the MERS® System Procedures Manual, unless explicitly modified by this PennyMac eMortgage Guide. From time to time, PennyMac, MERS®, Freddie Mac and/or Fannie Mae, and Ginnie Mae may each modify its respective guides or change important policies or procedures by posting such updates and modifications to its respective website and via announcements, letters or memoranda. The Fannie Mae eMortgage Guide, Fannie Mae Tech Requirements, the Freddie Mac eMortgage Guide, the Ginnie Mae eGuide, and the MERS® System Procedures Manual, as amended, restated or modified from time to time, are incorporated by reference into this PennyMac eMortgage Guide and, unless explicitly modified by this PennyMac eMortgage Guide, are contractual obligations of Seller to PennyMac for selling eMortgages pursuant to the Agreement and eMortgage Addendum and Ginnie Mae eMortgage Addendum, as applicable.¹

¹ Any of Fannie Mae, Freddie Mac or Ginnie Mae may subsequently incorporate such provisions into its respective Seller/Service Guide or Issuer Guide, all requirements of which shall continue to apply.



Overview

An eMortgage is a Mortgage Loan for which the Mortgage Note and possibly other documents (such as the Mortgage and loan application) are created, signed and stored electronically rather than through applying pen-and-ink signatures to traditional paper documents. Because some county recorders or recording jurisdictions will not yet accept electronic documents such as the Mortgage for recordation, the Mortgage Loan Documents for an eMortgage may sometimes consist of a paper Mortgage and an eNote, also known as a Hybrid eMortgage. PennyMac will only purchase eMortgages from Sellers who have executed the eMortgage Addendum and Ginnie Mae eMortgage Addendum, as applicable,.

Obtaining and Maintaining PennyMac Approval to Deliver eMortgages

Prior to executing the eMortgage Addendum or Ginnie Mae eMortgage Addendum, as applicable, Seller must review the PennyMac eMortgage Guide, Fannie Mae eMortgage Guide, Fannie Mae Tech Requirements, the Freddie Mac eMortgage Guide, the Ginnie Mae eMortgage Guide and the MERS® System Procedures Manual and ensure that Seller meets all requirements. Upon execution of the eMortgage Addendum or Ginnie Mae eMortgage Addendum, as applicable, the PennyMac eMortgage Guide, Fannie Mae eMortgage Guide, Fannie Mae Tech Requirements, the Freddie Mac eMortgage Guide, Ginnie Mae eMortgage Guide and the MERS® System Procedures Manual and any other applicable documents referred to in each of those guides are incorporated by reference into the terms of the Agreement. The PennyMac Delegated Seller Guide remains in force and effect unless explicitly modified by this PennyMac eMortgage Guide.

Initial and Periodic Assessments

Seller is responsible for determining that it meets the legal, technological, and operational requirements necessary to electronically create valid and enforceable Mortgage Loans and effectively service eMortgages until sold to PennyMac and that it otherwise complies with all requirements (which, in some cases, may be in addition to minimum statutory requirements).

As part of the eMortgage readiness review process, Seller must provide information about the systems and processes it intends to employ in originating eMortgages and creating, electronically signing, tamper-sealing, registering, storing and delivering eNotes and, if applicable, Mortgages and other documents requiring notarization. The assessment includes Seller's completion of the PennyMac eMortgage Questionnaire, which will help in assessing the eMortgage readiness of the Seller. While PennyMac may assist in this assessment, Sellers are ultimately responsible for ensuring compliance to the PennyMac eMortgage Guide, Fannie Mae eMortgage Guide, Fannie Mae Tech Requirements, the Freddie Mac eMortgage Guide, Ginnie Mae eMortgage Guide, the MERS® System Procedures Manual and applicable federal, state and local laws and regulations.

After submission of the PennyMac eMortgage Questionnaire, Seller must work with PennyMac to conduct certain systems testing ("Systems Testing"). The scope of the Systems Testing will depend on the specific technical aspects of Seller's eMortgage implementation. Additional Systems Testing may be required as



part of the approval to deliver FHA, VA or USDA loans as part of PennyMac's participation in the Ginnie Mae Digital Collateral Program.

Following initial implementation, Sellers must inform PennyMac prior to making any material technology or process changes, including implementing any new MERS® functionality or to the process related to originating eMortgages and creating, electronically signing, tamper-sealing, registering, storing and delivering eNotes or, if applicable, Mortgages and other documents requiring notarization, ensuring that such changes are compatible with Fannie Mae, Freddie Mac, MERS® and PennyMac systems. PennyMac reserves the right to periodically reassess business processes, and technology implementations to ensure compliance with all applicable requirements, including the Fannie Mae eMortgage Guide, Fannie Mae Tech Requirements, the Freddie Mac eMortgage Guide, the Ginnie Mae eGuide and the MERS® System Procedures Manual.

Technical Requirements

Seller may only deliver eMortgages originated using systems that comply with PennyMac, Fannie Mae and Freddie Mac technology specifications and meet all technology and process requirements as described in (1) this PennyMac eMortgage Guide, (2) as applicable, either (a) the Fannie Mae eMortgage Guide and the Fannie Mae Tech Requirements, (b) the Freddie Mac eMortgage Guide, (c) the Ginnie Mae eGuide, and (3) the MERS® System Procedures Manual. Seller may not use any software, technology, or vendor that was not approved during the initial Systems Testing without prior notice to and consent of PennyMac.

If Seller uses a warehouse bank to finance its eMortgages ("Warehouse Lender"), the Seller's Warehouse Lender must be approved as a MERS® eRegistry *Participant*.

Additional Representations and Warranties

Seller acknowledges that, in determining Seller's readiness to deliver eMortgages to PennyMac, PennyMac relied on information provided by the Seller, including all information provided in the completed PennyMac eMortgage Questionnaire and the reported results of systems testing provided. PennyMac's approval of Seller to deliver eMortgages shall not in any way alter, affect or diminish the following representations and warranties.

Additional Representations and Warranties Regarding Seller

Seller represents and warrants that it has executed appropriate testing and that all systems and processes necessary to deliver eMortgages pursuant to (1) this PennyMac eMortgage Guide, (2) as applicable, either (a) the Fannie Mae eMortgage Guide and Fannie Mae Tech Requirements, (b) the Freddie Mac eMortgage Guide, or (c) the Ginnie Mae eMortgage Guide, (3) the MERS® System Procedures Manual and (4) applicable federal, state and local laws and regulations, are fully operational, including system integration by all necessary parties.



Additional Representations and Warranties Regarding Individual eMortgages

As set forth in subsection (z) of the “Representations and Warranties Regarding Individual Mortgage Loans” Section in the PennyMac Delegated Seller Guide, Seller represents and warrants that each Mortgage Loan is eligible for sale or securitization to one or more GSEs in all respects. As a result, with respect to each eMortgage delivered to PennyMac, Seller makes the representations and warranties set forth in the PennyMac Delegated Seller Guide and the additional representations and warranties set forth in (1) the eMortgage Addendum or Ginnie Mae eMortgage Addendum, as applicable, (2) this PennyMac eMortgage Guide, and (3) as applicable, either (a) the Fannie Mae eMortgage Guide, (b) the Freddie Mac eMortgage Guide, or (c) Ginnie Mae eMortgage Guide, as if PennyMac is substituted for Fannie Mae, Freddie Mac, or Ginnie Mae.

The Seller’s additional representations and warranties with respect to compliance with the Fannie Mae eMortgage Guide and Fannie Mae Tech Requirements include:

- Use of uniform Fannie Mae/Freddie Mac eNotes;
- Use of electronic document file formats;
- Permitted type of electronic signature;
- Borrower attribution and audit trails;
- Electronic disclosures and consent;
- eNote closing instructions and other procedures to ensure one authoritative copy;
- Electronic document security related to tamper-evident seals and server-based signing keys;
- Registration of eNotes in the MERS® eRegistry; and,
- Performing all servicing functions in accordance with all Fannie Mae servicing requirements for eMortgage loans prior to the sale of an eMortgage to PennyMac.

The Seller’s additional representations and warranties with respect to compliance with the Freddie Mac eMortgage Guide include:

- eClosing Requirements;
- Electronic Signature Requirements;
- eNote Vault System Requirements;
- eVault/eClosing Systems Encryption Requirements;
- Electronic Record Image Quality;
- eMortgage File Documentation Management;
- Title Insurance Requirements;
- eNote (Negotiable Instrument) Transfer Warranties;
- Special eMortgage Representations, Warranties and Covenants;
- Assisting PennyMac with satisfying all Post Purchase Support obligations;
- Mortgage File Document Management Requirements; and,
- Performing all servicing functions in accordance with all Freddie Mac servicing requirements for eMortgages, including but not limited to the Special eMortgage Servicing Representations and Warranties, prior to the sale of an eMortgage to PennyMac.



The Seller's additional representations and warranties with respect to compliance with the Ginnie Mae eGuide include:

- eNote Origination and eClosing System Requirements;
- eNote Safekeeping and eVault Requirements;
- Qualified eRegistry Participant Requirement;
- Dedicated Personnel Requirements;
- Qualified eClosing System Requirements;
- eNote Document Specification Requirements;
- Qualified eVault Requirements;
- Any product eligibility exclusions set forth in Section 3240.00;
- Notarization Requirements;
- Legal Requirements;
- MERS® as the Original Mortgagee Requirement;
- Defect Remediation as specified by PennyMac; and,
- Performing all servicing functions in accordance with all Ginnie Mae eServicing Requirements for eMortgage loans prior to the sale of an eMortgage to PennyMac.

In addition, Seller makes the additional representations and warranties with respect to the Mortgage (i.e., security instrument) and other closing and post-closing documents and assignments requiring notarization if such documents are Eligible to be executed, witnessed and/or notarized in electronic form as set forth below in the "eNotarization and Remote Online Notarization" Section.

[Excluded Obligations in the Fannie Mae eMortgage Guide, the Freddie Mac eMortgage Guide, and Ginnie Mae eGuide](#)

After the purchase date, Seller is not responsible for performing the following functions set forth, as applicable, in either, (a) the Fannie Mae eMortgage Guide and Fannie Mae Tech Requirements, (b) the Freddie Mac eMortgage Guide, or (c) the Ginnie Mae eGuide:

- Servicing in accordance with all Fannie Mae or Freddie Mac, or Ginnie Mae servicing requirements for eMortgages after the sale of an eMortgage to PennyMac;
- Delivery of eNotes through *MERS® eDelivery* to Fannie Mae, Freddie Mac or Ginnie Mae;
- Reconciliation for all eMortgages in connection with Fannie Mae's Loan Delivery application and delivery of the eNote to Fannie Mae through *MERS® eDelivery*;
- Delivering the required loan data to or clearing all critical purchase edits for eMortgages in the Freddie Mac Loan Selling AdvisorSM;
- Additional processes related to whole loan or MBS deliveries to Fannie Mae or Freddie Mac or MBS deliveries through Ginnie Mae;
- Warehouse lender requirements related to delivery of the eNote to Fannie Mae, Freddie Mac, or Ginnie Mae;



- Certification and custody of eMortgages on behalf of Fannie Mae or Freddie Mac, or Ginnie Mae;
- Investor reporting obligations to Fannie Mae, Freddie Mac, or Ginnie Mae; and,
- Packaging eNotes and Documents for Delivery to Fannie Mae, Freddie Mac, or Ginnie Mae.

Requirements for Creating and Closing an eNote

Overview

All PennyMac requirements regarding underwriting and eligibility for delivery to PennyMac, Purchase Commitments, and other matters set forth in the PennyMac Delegated Seller Guide continue to apply to eMortgages. This Section describes additional requirements applicable to delivery of eMortgages.

Product Eligibility

To deliver eMortgages to PennyMac, the Mortgage Loan must (1) be a conventional, first-lien loan, (2) meet the guidelines and information set forth, as applicable, in either (a) any Conforming Product Profile for delivery to Fannie Mae, (b) any Conforming Product Profile for delivery to Freddie Mac, or (c) any Government Product Profile for delivery to Ginnie Mae, and, (3) meet the additional requirements set forth below:

- Mortgage Loans must be closed and registered with MERS® as the Mortgagee and Nominee for Seller and the MIN on the eNote must match the MIN on the MERS® System, as more specifically detailed in the MERS® System Procedures Manual. For eMortgages on properties in Maine, when authorized as Eligible under the PennyMac eMortgage Guide, utilize instead the Maine Uniform Security Instrument Form 3020 (**NOT** naming MERS as original mortgagee of record) and assign the security instrument to MERS, utilizing the Fannie Mae/Freddie Mac MERS Mortgage Assignment (Form 3749).
- Currently, only Mortgaged Property located in the States marked as “Yes” in the “**eMortgages eligible for delivery?**” column of Exhibit A (eNote, eNotarization and Remote Online Notarization Eligibility Chart) are Eligible.
- Currently, transactions closed using remote online notarization (“RON”) are Eligible for notarization of documents only in the states and for the RON service providers listed in the “**RON allowed?**” column of Exhibit A (eNote, eNotarization and Remote Online Notarization Eligibility Chart). As other states approve permanent laws and regulations for the use of remote online notarization acceptable to PennyMac and as PennyMac determines that other RON Service providers are acceptable in a specific state, this Guide will be updated accordingly in Exhibit A.

The following transactions are ineligible:

- No Mortgaged Property titled in a trust. This includes any trust, such as a living or *inter vivos* trust, where a non-individual entity or trust entity is required to sign any of the loan documents. This does not include land trust mortgages, community land trust mortgages or Section 184



Native American mortgages (where the borrower is an individual), provided Seller is approved to deliver such mortgages to PennyMac.

- No transactions where the eNote is executed using a Power of Attorney for any Borrower.
- No transactions with Third-Party Originators.
- No Modifications.
- No Texas 50(a)(6) transactions.
- No Cooperative Mortgage Loans.
- No Mortgage Loans secured by Manufactured Homes.
- No Biweekly Mortgage Loans.
- No New York Consolidation, Extension and Modification Agreement Mortgage Loans
- No transactions closed where the Mortgage (i.e., security instrument) and other closing and post-closing documents and assignments requiring notarization are executed, witnessed and notarized in electronic form, except as specified below in the “eNotarization and Remote Online Notarization” Section and reflected in the related Exhibit A (eNote, eNotarization, and Remote Online Notarization Eligibility Chart).
- Any other transaction prohibited for purchase as an eMortgage by Fannie Mae, Freddie Mac, Ginnie Mae or PennyMac.

eNotarization and Remote Online Notarization Eligibility

Transactions closed using electronic notarization in the physical presence of the notary public (“Presence e-Notarization”) are Eligible for electronic notarization of documents. Such eligibility is further limited only to (a) States marked “Yes” in the “**Presence e-Notarization allowed?**” column of Exhibit A (eNote, eNotarization and Remote Online Notarization Eligibility Chart) and (b) counties, parishes or other recording offices where the applicable county recorder or other official will accept the applicable notarized documents for recording. Notarization where the documents are wet-ink signed and notarized but the notary does not use audio-video recording, remote presentation and credential analysis, and third party identity proofing (“Remote Ink-Signed Notarization” or “RIN”) are not Eligible for electronic notarization.

In States marked as “No” in the “**Presence e-Notarization allowed?**” column of Exhibit A (eNote, eNotarization, and Remote Online Notarization Eligibility Chart), each Borrower must be physically in the presence of the notary public coordinating the electronic signing of the eNote and the Mortgage and other documents requiring notarization must be wet ink-signed and notarized; however, all Borrowers do not have to be in each other's presence at the time of signing.

In States marked as “No” in the “**RON allowed?**” and “Yes” in the “**Presence e-Notarization allowed?**” column of Exhibit A (eNote, eNotarization and Remote Online Notarization Eligibility Chart), each Borrower must be physically in the presence of the notary public coordinating the electronic signing of the eNote and any notarized electronic records; however, all Borrowers do not have to be in each other's presence at the time of signing.



In States marked as “Yes in Phase 1” in the “**RON allowed?**” column of Exhibit A (eNote, eNotarization and Remote Online Notarization Eligibility Chart), eMortgages in which the Borrower’s electronic signature on the Security Instrument or other electronic closing document is remotely and electronically notarized using one of the approved RON service providers for that state will be Eligible for sale as long as the notarial act is performed on or after March 1, 2021.

RIN is not permitted at this time.

In addition, PennyMac requires and Seller represents and warrants as follows:

- State laws and related implementing regulations permit the use of Presence e-Notarization, RON, or RIN, as applicable, for a Mortgage Loan.
- The notary public is licensed and physically located in the state where the notarial act occurred and, where required by law or regulation, is specifically licensed to perform electronic notarizations. It does not matter where the borrower is located at the time of the RON. The notary public must be located in one of the States marked as “Yes in Phase 1” in the “**RON allowed?**” column of Exhibit A.
- Separately, the Mortgaged Property must be located in one of the States (a) listed in the RON tables in Section A2-4.1-03 of the Fannie Mae Selling Guide or Exhibit 48 of the Freddie Mac Single-Family Seller/Servicer Guide and (b) marked as “Yes” in the “**eMortgages eligible for delivery?**” column of Exhibit A (eNote, eNotarization and Remote Online Notarization Eligibility Chart).
- The notary public meets all appointment and other requirements to act as an online notary public in the State where the notarial act occurred.
- The Presence e-Notarization, RON (when Eligible) or RIN (when Eligible) performed by the online notary public satisfies all state specific requirements of the State laws and regulations permitting Presence e-Notarization, RON, or RIN.
- The county, parish or other recording office where the Mortgaged Property is located will accept the applicable notarized documents for recording.
- The remote presentation and credential analysis of a government-issued identification credential is of sufficient quality to enable the online notary public to: (A) identify the individual seeking the online notary public’s services; and (B) perform credential analysis.
- For RON (when Eligible), a reputable third party performs identity proofing (questions formulated from public or private data sources) and credential analysis reasonably adequate to prevent fraud.
- The online notary public shall attach its digital certificate and seal to the electronic notarial certificate of an electronic document in a manner that is capable of independent verification and renders any subsequent change or modification to the electronic document evident.
- For RON (when Eligible), Seller shall provide PennyMac access to the audio/video recording of the RON throughout the life of the Mortgage Loan (not just the minimum record retention period required under the State laws and regulations or Agency requirements).
- The identification of the Borrower by the notary public, the audio/video recording of the signing and the notary public’s performance of the notarial acts must occur using a Presence e-Notarization, RON system (when Eligible) or technology reviewed and approved by PennyMac. Currently, PennyMac has only approved NexSys, NotaryCam and Pavaso as systems or technologies suitable for performing a Presence e-Notarization, RON (when Eligible) or RIN (when Eligible) in connection with a Mortgage Loan to be sold to PennyMac.



- In connection with each Mortgage, the Seller must obtain a title insurance policy that meets the requirements of the Guide and does not make or take any exceptions to the fact that the closing documents and/or post-closing documents have been remotely, electronically notarized by a notary public.

Consent to Audio/Video Recording of the RON: Seller agrees to sell, assign, and transfer any and all of its rights, title and interest to use of, access to, or a copy of each audio-video recording of the RON relating to each eNote and eMortgage sold to PennyMac. Seller specifically authorizes each of its RON service providers that store or otherwise maintain a copy, on behalf of either the Seller or the notary public, of the audio-video recording of the RON relating to each eNote and eMortgage sold to PennyMac to provide PennyMac and its successors and assigns use of, access to, or a copy of the audio-video recording of the RON relating to each eNote and eMortgage sold to PennyMac. PennyMac shall maintain the confidentiality and security of the audio-video recording in accordance with its privacy policy.

Delivering eMortgages to PennyMac Using *MERS*[®] *eDelivery*

With respect to delivery of eNotes, the provisions of this Section of the PennyMac eMortgage Guide supersede the “Bailment Specifications” Section and modify the “Delivery Requirements for Mortgage Loans” Section in the PennyMac Delegated Seller Guide.

At the time of locking the Mortgage Loan in the Portal, Seller should identify the Mortgage Loan as including an eNote and of the use of Presence e-Notarization or RON (when Eligible) or RIN (when Eligible), if applicable. Prior to delivery of the eNote through *MERS*[®] *eDelivery*, Seller should complete the Credit Package upload, including copies of all of the critical documents, including an imaged copy of the eNote and the other Collateral Package documents, as described in the “Delivery Requirements for Mortgage Loans” Section. In addition, any electronic Mortgage Loan Documents constituting part of the Collateral Package should be delivered along with the eNote from the Seller’s eVault to the PennyMac eVault maintained by PennyMac’s Custodian as further described below. Seller must deliver any original paper Mortgage Loan Documents constituting part of the Collateral Package, if applicable, to PennyMac’s Custodian at the address specified in the “Delivery Requirements for Mortgage Loans” Section of the PennyMac Delegated Seller Guide. If applicable, original paper documents that are not yet available are subject to the “Trailing Documents” Section in the PennyMac Delegated Seller Guide.

PennyMac accepts delivery of electronic documents constituting part of the Collateral Package through *MERS*[®] *eDelivery* into an eVault provided by PennyMac’s Custodian. All eNotes are to be delivered to PennyMac’s Custodian via *MERS*[®] *eDelivery* in accordance with the requirements of the *MERS*[®] System Procedures Manual in the following manner.

1. PennyMac will instruct PennyMac’s Custodian to update the eVault to add Seller or Seller’s Warehouse Lender, as applicable, as an Auto-Confirm Transfer Relationship to allow automatic processing of *Confirmation of Transfers*.
2. The current *Controller* (Seller or Seller’s Warehouse Lender) shall deliver the copy of the eNote from the Seller’s eVault to the PennyMac eVault provided by PennyMac’s Custodian, Deutsche Bank, along with any other electronic Mortgage Loan Documents in the Seller’s eVault to



PennyMac's eVault using *MERS® eDelivery*. The current *Controller* (Seller or Seller's Warehouse Lender) submits a *Transfer Initiation Request (Transfer All)*, including a copy of the eNote and, if applicable, any Fannie Mae-required, Freddie Mac-required, or FHA, VA or USDA-required Addendum to the eNote that is correct for the applicable Product, to PennyMac through *MERS® eDelivery*, to transfer *Control* to PennyMac Corp. (MERS® Org ID: 1009313), *Location* to Deutsche Bank National Trust Company (MERS® Org ID: 1000648), and Master Servicer to PennyMac Corp. (MERS® Org ID: 1009313). There should not be a *Delegatee for Transfers* at such time. The *Transfer Request* must include a *Transfer Effective Date* of the same day as the request.

3. If PennyMac decides not to purchase the Mortgage Loan for any reason, PennyMac will instruct Deutsche Bank, as a *Submitting Party*, to (a) initiate a *Transfer of Control and Location* back to the previous *Controller* and *Location* (Seller or Seller's Warehouse Lender, as applicable) and (b) submit on behalf of PennyMac a *Transfer of Master Servicer* back to the previous servicer and, if applicable, subservicer appearing in the Master Servicer and Subserving fields, as applicable.

Note regarding Pledged Mortgage Loans: When delivering any Mortgage Loan which has been pledged as collateral for a warehouse line of credit or repurchase agreement, the Seller and the Seller's Warehouse Lender must meet the following requirements:

1. The eNote Control Transfer and Document Bailment Agreement between Seller, PennyMac, the Warehouse Lender, and PennyMac's Custodian must be executed.
2. Seller's Warehouse Lender must be approved as a MERS® eRegistry *Participant* or must provide written authorization for the Seller as *Controller* to transfer control of the eNote by submitting a *Transfer Initiation Request* as described above and subject to the terms of the eNote Control Transfer and Document Bailment Agreement.

Note regarding Self-Funding: When delivering any eMortgage which has been funded with Seller's cash or using an unsecured loan or line of credit of the Seller, and is not pledged as collateral for a warehouse line of credit or repurchase agreement, the Seller must meet the following requirements:

1. Seller represents and warrants that each Mortgage Loan sold to PennyMac does not require a release of security interest from any third party having any interest in the loan.
2. Seller represents and warrants that PennyMac has issued to Seller a written commitment to purchase the eMortgage from Seller subject to the terms and conditions thereof, a Mortgage Loan Purchase Agreement, the PennyMac Delegated Seller Guide, the eMortgage Addendum or Ginnie Mae eMortgage Addendum, as applicable, and this PennyMac eMortgage Guide, and such commitment is in full force and effect for the period specified therein.
3. Seller understands and agrees that, for purposes of this PennyMac eMortgage Guide, the term "Purchase Price" shall mean the purchase proceeds for the sale of the eMortgage by Seller to PennyMac, less any offset amounts for costs, fees, or adjustments due to PennyMac, in such amount determined pursuant to the documents described in Section 2 immediately above.
4. Seller understands and agrees that the Purchase Price paid with respect to a particular eMortgage may be reduced due to adjustments or setoffs relating to another or other mortgage loan(s)

pursuant to the terms of the documents described in Section 2 immediately above. However, in no event shall such adjustments or setoffs exceed the following: (a) for routine adjustments, fees, charges and reconciliation items (including but not limited to escrow balance funding) owed to PennyMac in connection with the specific eMortgage against which the adjustment or setoff is occurring, the actual amount of the adjustments, fees, charges and reconciliation items related to that particular eMortgage, and (b) for setoff of other receivables amounts owed to PennyMac in connection with mortgage loans previously purchased from Seller by PennyMac, an amount not to exceed the total of the servicing release premium and over-par pricing due Seller on another or other mortgage loan(s).

5. Seller understands and agrees that PennyMac shall not be liable to Seller for any additional expenses incurred by Seller because of payments lost or delayed due to incorrect Wiring Instructions provided by Seller.
6. Seller acknowledges and agrees that, upon PennyMac's, or its warehouse lender's payment of the full amount of the Purchase Price for the eMortgage in good funds in the account specified in the Wiring Instructions, (i) Seller's Interests in the eMortgage and the related Mortgage Documents shall immediately and unconditionally be released without any further action by Seller, (ii) following written notice by PennyMac to Deutsche Bank, pursuant to the Amended and Restated Custodial Agreement between PennyMac and Custodian dated as of May 16, 2019, as amended, modified, supplemented or restated from time to time (the "Custodial Agreement"), of payment of the Purchase Price for an eMortgage to the Wiring Instructions, Deutsche Bank shall and does immediately maintain the Authoritative Copy of the eNote as designated custodian for PennyMac as the purchaser of the eMortgage pursuant to the Custodial Agreement and shall follow the instructions of PennyMac related to such eNote as set forth therein, and (iii) PennyMac and Deutsche Bank shall have no further obligations to Seller with respect to such eNote.

Electronically Recorded Closing and Post-closing Documents

If a Seller receives an electronic copy of a paper document sent for electronic recordation with recording information therein or a recording confirmation from the recorder's office when paper closing or post-closing documents were sent for recording, Seller is required to deliver a paper copy of such document to PennyMac's Custodian. Sellers can now deliver the electronic copy returned from the recorder's office to PennyMac's Custodian.

If the closing or post-closing documents are created electronically, Seller must deliver the following to PennyMac's Custodian, based on the following scenarios:

1. If Seller receives an electronic copy of the recorded electronic document with recording information therein or a recording confirmation from the recorder's office, Seller is required to deliver (a) the original electronic documents and (b) the electronic copy of the recording information returned from the recorder's office; or,
2. If Seller receives a paper copy of the recorded electronic document with recording information therein or a recording confirmation from the recorder's office, Seller is required to deliver (a) an electronic scanned copy of the original documents and (b) an electronic copy of the recording information returned from the recorder's office.



Note: If PennyMac or PennyMac's Custodian notifies the Seller that PennyMac's Custodian is not able to receive electronic copies of a particular recorded document, Seller must deliver a paper copy of the document to PennyMac's Custodian.

Monitoring of Pending *Transfer Requests*

Sellers are expected to monitor the status of *Transfer Requests* to ensure they have been completed successfully.

Data Reconciliation Prior to Purchase of the eMortgage

Upon receipt of the *Transfer Complete Notification* from the MERS® eRegistry, PennyMac and PennyMac's Custodian will also reconcile the data taken from the uploaded Credit Package to the data contained in the eNote and the other electronic documents constituting part of the Collateral Package. Acceptance of the eNote through *Auto Confirm* does not constitute approval of the eNote for purchase. If the Credit Package is not received by PennyMac or the data cannot be reconciled, PennyMac will instruct PennyMac's Custodian to process the transactions outlined in Step 3 above and submit to MERS®. In such cases, Seller will need to timely complete uploading of the Credit Package or correct the data discrepancies prior to initiating a new *Transfer Request*.

Additional Processes Necessary to Complete Sale of the eMortgage

All other process and requirements as outlined in the PennyMac Delegated Seller Guide are to be completed to finalize the sale of the Mortgage Loan.

Retention of Records relating to Electronic Documents and Signatures

All eMortgage files and records should be retained and made available to PennyMac pursuant to the requirements in the PennyMac Delegated Seller Guide. In addition, any system logs and audit trails necessary for borrower attribution and consent to electronic disclosures and signatures must be retained as specified in the Fannie Mae eMortgage Guide, the Freddie Mac eMortgage Guide, and Ginnie Mae eGuide. This should include retention of any records or data necessary to enforce the Mortgage and the eNote.

Corrections to eNotes

With respect to correction of eNotes, the provisions of this Section of the PennyMac eMortgage Guide supersede the Corrections to Collateral Section in the PennyMac Delegated Seller Guide and the Sections on Major Corrections and Minor Corrections in the Freddie Mac eMortgage Guide.

All eNotes containing errors will require that a new Mortgage Note be executed.

Prior to PennyMac Purchase: Corrections identified prior to purchase can be corrected by the Seller through either having the Mortgagor electronically sign a new eNote or having the Mortgagor sign a replacement paper note, in either case with the correct information. If (1) Seller identifies a required correction and promptly notifies PennyMac of the nature of such correction, or (2) PennyMac identifies a required correction upon its initial review of the eNote, PennyMac will instruct Deutsche Bank to transmit



a request to the MERS® eRegistry to transfer the Control and Location of the eNote back to the Seller in order for Seller to complete a *Registration Reversal* transaction on the MERS® eRegistry and to execute a new note. PennyMac will remain in the *Master Servicer* field of the old eNote in order to receive the *Registration Reversal* message from the MERS® eRegistry.

After PennyMac Purchase: Corrections identified after purchase can only be completed through a replacement paper note. In this case, once PennyMac's Custodian receives the corrected paper Mortgage Note, PennyMac will complete the *Registration Reversal* on the MERS® eRegistry.

If the eNote contains deficiencies that in PennyMac's sole determination cannot be addressed, the Mortgage Loan will not be eligible for purchase and PennyMac will transmit a request to the MERS® eRegistry to Transfer the Control, Location and back to the previous servicer and, if applicable, subservicer appearing in the *Master Servicer* and *Subservicer* fields, as applicable (Transfer All) of the eNote back to the Seller or other appropriate party.

Post-Sale Notification

If Seller identifies any potential issues with an eNote after it has been sold to PennyMac, Seller should contact its PennyMac Pipeline Account Manager to discuss resolution options.

Post-Closing Provision of Affidavits and Support

In connection with any foreclosure or other legal proceeding related to an eNote, Seller shall promptly, upon request by PennyMac, provide or, if applicable, cause its third-party service provider or vendor to provide to PennyMac an affidavit or certification regarding the creation and/or maintenance of the eNote and other electronically signed records in the Credit Package and Collateral Package in connection with the eMortgage. The affidavit or certification must be in substantially the form of the Electronic Note Affidavit suggested by the Uniform Mortgage Data Program®, a joint undertaking by Fannie Mae and Freddie Mac, and appropriate to ensure admissibility of the eNote and other electronically signed records in such legal proceeding.

If required by a court of law, Seller shall also provide, or cause its third-party service provider or vendor to provide to PennyMac, a copy of each screen, as it would have appeared to the Mortgagor, of the eNote or other electronically signed records that PennyMac is trying to enforce when the Mortgagor signed the eNote or other electronically signed records. If required by a court of law, Seller shall also provide, or cause its third-party service provider or vendor to provide testimony by an authorized official or employee to support admission of the eNote and other electronically signed records into legal proceeding to defend and enforce the eMortgage.

Seller shall promptly, upon request by PennyMac, cooperate with PennyMac in satisfying any and all additional Post Purchase Support obligations to Freddie Mac in accordance with the Freddie Mac eMortgage Guide.

¹MERS® is a registered trademark of MERS®CORP Holdings, Inc.

Exhibit A

eNote, eNotarization and Remote Online Notarization Eligibility Chart

Property State	eNotes eligible for delivery?	In-Person e-Notarization allowed?	RON allowed?
Alabama	Yes	No	No ⁱⁱ
Alaska	Yes	No	No
Arizona	Yes	Yes	Yes in Phase 1; NexSys, NotaryCam and Pavaso only
Arkansas	Yes	Yes	No ⁱⁱⁱ
California	Yes	Yes	No
Colorado	Yes	Yes	Yes in Phase 1; NexSys, NotaryCam and Pavaso only
Connecticut	Yes	No	No ^{iv}
Delaware	No	No	No
District of Columbia	No	No	No
Florida	Yes	Yes	Yes in Phase 1; NexSys, NotaryCam and Pavaso only
Georgia	Yes	No	No ^v
Hawaii	Yes	No	Yes in Phase 1; NexSys, NotaryCam and Pavaso only
Idaho	Yes	Yes	No
Illinois	Yes	No	No ^{vi}
Indiana	Yes	Yes	Yes in Phase 1; NotaryCam and Pavaso only
Iowa	Yes	Yes	Yes in Phase 1; NexSys, and Pavaso only
Kansas	Yes	Yes	No ^{vii}
Kentucky	Yes	Yes	Yes in Phase 1; NexSys, NotaryCam and Pavaso only
Louisiana	Yes	Yes	No ^{viii}
Maine	No	No	No
Maryland	Yes	Yes	No ^{ix}
Massachusetts	Yes	No	No
Michigan	Yes	Yes	No ^x
Minnesota	Yes	Yes	Yes in Phase 1; NexSys, NotaryCam and Pavaso only
Mississippi	Yes	No	No
Missouri	Yes	No	No ^{xi}
Montana	Yes	Yes	Yes in Phase 1; NexSys, NotaryCam and Pavaso only
Nebraska	Yes	Yes	Yes in Phase 1; Pavaso only
Nevada	Yes	Yes	Yes in Phase 1; NexSys, NotaryCam and Pavaso only
New Hampshire	Yes	No	No ^{xii}

Exhibit A

eNote, eNotarization and Remote Online Notarization Eligibility Chart

Property State	eNotes eligible for delivery?	In-Person e-Notarization allowed?	RON allowed?
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New Jersey	Yes	Yes	No
New Mexico	No	No	No ^{xiii}
New York	Yes	No	No ^{xiv}
North Carolina	Yes	Yes	No
North Dakota	Yes	Yes	No
Ohio	Yes	Yes	Yes in Phase 1; NotaryCam and Pavaso only
Oklahoma	Yes	Yes	Yes in Phase 1; NexSys, NotaryCam and Pavaso only
Oregon	Yes	Yes	No
Pennsylvania	Yes	Yes	Yes in Phase 1; NexSys, NotaryCam and Pavaso only
Rhode Island	Yes	Yes	No ^{xv}
South Carolina	Yes	No	No
South Dakota	Yes	Yes	No
Tennessee	Yes	Yes	Yes in Phase 1; NexSys, NotaryCam and Pavaso only
Texas	Yes	Yes	Yes in Phase 1; NexSys, NotaryCam and Pavaso only
Utah	Yes	Yes	Yes in Phase 1; NexSys, NotaryCam and Pavaso only
Vermont	Yes	No	No ^{xvi}
Virginia	Yes	Yes	Yes in Phase 1; NotaryCam and Pavaso only
Washington	Yes	Yes	Yes in Phase 1; NexSys, NotaryCam and Pavaso only
West Virginia	Yes	Yes	No ^{xvii}
Wisconsin	Yes	Yes	Yes in Phase 1; NexSys, NotaryCam and Pavaso only
Wyoming	No	No	No ^{xviii}

ⁱⁱ Duration of COVID19 state of emergency.

ⁱⁱⁱ Duration of COVID19 state of emergency but not an approved eNote state.

^{iv} Expires unless modified, extended or terminated.

^v Duration of COVID19 state of emergency but not an approved eNote state.

^{vi} Duration of Gubernatorial Disaster Proclamation.

^{vii} Duration of COVID19 state of emergency.

^{viii} Duration of COVID19 state of emergency.

^{ix} Termination of COVID19 state of emergency.

Exhibit A

eNote, eNotarization and Remote Online Notarization Eligibility Chart

Property State	eNotes eligible for delivery?	In-Person e-Notarization allowed?	RON allowed?
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^x Expires unless extended.

^{xi} Expires unless extended. Pavaso only.

^{xii} Duration of COVID19 state of emergency.

^{xiii} Expires unless extended.

^{xiv} Expires unless extended.

^{xv} Duration of COVID19 state of emergency but not an approved eNote state.

^{xvi} Duration of COVID19 state of emergency.

^{xvii} Allowed during any state of emergency but not an approved eNote state. Sunset period of 5 years.

^{xviii} Expires first of: (a) July 1, 2020, or (b) lift of COVID19 state of emergency.