



# National Correspondent Lock Policies

Revised 4/24/2018

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## Section 1 Introduction

### 1.1 Lock Desk Information

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**Phone:** (888) 291-1001

**Email:** [nationalrates@plazahomemortgage.com](mailto:nationalrates@plazahomemortgage.com)

**Lock Desk Business Hours:** Online locks through PULSE are accepted between 7:30 am and 5:00 pm, Pacific. Lock Desk phone support is available between the hours of 6:30 am to 4:00 pm Pacific.

#### Quick Links

##### **PULSE**

To sign up for daily rate sheets (click):

<https://www.plazahomemortgage.com/RateSheetSignup/>

##### **Lock Extensions**

##### **Relock Requests**

##### **Program Changes**

##### **Property Address Changes**

##### **Long-Term Locks**

##### **Renegotiations**

### 1.2 Locks and Delivery Options

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\*National Correspondent locks will work as follows:

- **Lock Period:** A lock period begins the day after the loan is locked.  
Example: A 15 day lock is taken on June 1st and will expire on June 16th.
- Locked loans will consist of two dates. A Delivery Expiration Date and a Purchase Expiration Date once the closed loan is delivered to Plaza. The lock terms offered are: 15, 30, 45, & 60 days. Longer term lock periods are not allowed unless the long-term lock policy is used (see below).
- If the loan is not in a purchasable condition by the Purchase Expiration Date, the lock will automatically be extended for an additional 15 days at a cost of 17.5 basis points. If the loan is still not purchased at this time, the lock will automatically be extended a second time for an additional 15 days at a cost of 17.5 basis points. If the loan is still not purchased after the second extension, the lock will automatically be extended a third time at a cost of 25bps. If the loan is still not purchased after the third extension, then the lock will be subject to a relock at worse case pricing.

**\*This does not apply to Jumbo, Non-QM, and 2<sup>nd</sup> lien locks. Jumbo, Non-QM, and 2<sup>nd</sup> lien locks will not receive any additional time from the original expiration date and must be purchased by the Delivery Expiration Date. Standard lock extension fees may still be requested. (see section 2.1)**

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## Delivery Options:

- Best Efforts: Delivery on loans locked on a best efforts basis is not required if the loan does not close. However, overall fallout will be monitored on a regular basis and underperformance may result in re-evaluation or possibly termination of the Correspondent approval.
  - All borrower and loan information is required at the time of lock. Exchanging loans will not be allowed.
  - If a loan locked on a best efforts basis does close, the best efforts lock will become a mandatory lock and delivery will be required. Failure to deliver will result in a market movement.
- Single Loan Mandatory: Mandatory delivery on a loan-by-loan basis. All borrower information is required at the time of lock. Exchanging loans will not be allowed.
  - Mandatory locks not delivered by the delivery date will be subject to a pair-off charge based on market movement.
  - Sample Pair-off Calculation
    - Lock for FHA 30yr loan of \$265,000 with note rate of 3.50% is not delivered Price of benchmark hedge instrument (GNMA 3%) increases by .375 from the initial lock date to date of failed delivery. Correspondent will be charged \$993.75 for hedge loss.

### 1.3 Delivery Expiration Date

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A delivery expiration that would naturally fall on a weekend or holiday will be rolled to the next business day. Example: If a 3-day lock would put the expiration date on a Saturday or Sunday, the delivery expiration date will automatically roll to the following business day.

### 1.4 Purchase Expiration Date

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When a Correspondent loan is delivered to Plaza by the Delivery Expiration Date, Plaza Secondary Marketing will add 7 days to the original lock expiration. This new date is Plaza's Purchase Expiration Date. Plaza must purchase the loan by the Purchase Expiration Date or the loan will automatically be extended for 15 days.

**\*This does not apply to Jumbo, Non-QM, & 2<sup>nd</sup> lien locks. Jumbo, Non-QM, & 2<sup>nd</sup> lien locks will not receive any additional time from the original expiration date and must be purchased by the Delivery Expiration Date. Standard lock extension fees may still be requested. (see section 2.1)**

## Section 2 Lock Extension Policy (Prior to Closed Loan Delivery)

### 2.1 Lock Extension Fees (Applies to both best efforts and Single Loan Mandatory delivery options)

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Number of Days	Reduced Extension Fee When Requested 3 or More Business Days Prior to Lock Expiration* (eligible for first extension only)	1 <sup>st</sup> Extension Fee (Prior to Loan Delivery)	2 <sup>nd</sup> Extension Fee (Prior to Loan Delivery)
1	.05	.10	.10
5	.125	.175	.175
10	.25	.30	.30
15	.375	.55	.55

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## 2.2 Lock Extension Rules

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- A lock extension must be requested by 3:00 pm, Pacific and before the lock expires.
- Lock extensions may be subject to new loan level price adjustments that were published after the subject loan was locked.
- Loans that have been relocked are not eligible for an extension.
- Correspondent loans may be extended a total of two times. After the 2<sup>nd</sup> extension, the loan will be subject to Plaza's relock policy. Extension fees are cumulative.

**Note:** A second lock extension may not be allowed in all circumstances.

Example for Reduced Extension Fee: Lock expires on Friday the 15<sup>th</sup>, extension request must be on or before Tuesday the 12<sup>th</sup> by 3 pm Pacific in order to receive the Reduced Extension Fee.

If the loan isn't delivered by the Delivery Expiration Date, the lock will be considered expired unless the lock is extended prior to the Delivery Expiration Date. If the loan is delivered on time, but isn't purchased by Plaza by the Purchase Expiration Date, the lock will be given an automatic extension for 15 days. If the loan isn't purchased by Plaza after the first automatic extension, the lock will be given a second extension for an additional 15 days.

\*Lock will receive the greater of 7 calendar days from initial review date or the date of the original loan delivery expiration. See sample scenarios below:

Scenario: Loan locked on 6/14 for 30 days. Original loan delivery expiration is 7/14.

- Closed loan delivered to Plaza on 7/14. Loan is reviewed and conditions are given to the Correspondent on 7/15. Purchase expiration is 7/22 (the greater of 7/15 + 7 calendar days, which is 7/22; and the original loan delivery expiration of 7/14).
- Closed loan delivered to Plaza on 7/10. Loan is reviewed and conditions are given to the Correspondent on 7/12. Purchase expiration is 7/19 (the greater of 7/12 + 7 calendar days, which is 7/19; and the original loan delivery expiration of 7/14).
- Closed loan delivered to Plaza on 6/20. Loan is reviewed and conditions are given to the Correspondent on 6/22. Purchase expiration is 7/14 (the greater of 6/22 + 7 calendar days, which is 6/29; and the original loan delivery expiration of 7/14).

**\*This does not apply to Jumbo, Non-QM, and 2<sup>nd</sup> lien locks. Jumbo, Non-QM, and 2<sup>nd</sup> lien locks will not receive any additional time from the original expiration date and must be purchased by the Delivery Expiration Date. Standard lock extension fees may still be requested. (see section 2.1)**

## 2.3 Automatic Lock Extension

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If the loan is not in a purchasable condition by the Purchase Expiration Date, the lock will automatically be extended for an additional 15 days at a cost of 17.5 basis points. If the loan is still not purchased at this time, the lock will automatically be extended a second time for an additional 15 days at a cost of 17.5 basis points. If the loan is still not purchased after the second extension, the lock will automatically be extended a third time at a cost of 25bps. If the loan is still not purchased after the third extension, then the lock will be subject to a relock at worse case pricing.

**Note:** Expired locks at the Delivery Expiration Date or Purchase Expiration Date are subject to \*worse case pricing. Refer to the [Relock Policy](#).

**\*Worse case pricing** – Comparing the current market price vs. the expired lock's original price (including any extension and/or relock fees).

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**\*This does not apply to Jumbo, Non-QM, and 2<sup>nd</sup> lien locks. Jumbo, Non-QM, and 2<sup>nd</sup> lien locks will not receive any additional time from the original expiration date and must be purchased by the Delivery Expiration Date. Standard lock extension fees may still be requested. (see section 2.1)**

### **Section 3 Relock Policy**

**Loans with expired locks will be considered for relocks at the worse case pricing and are subject to a relock fee.**

#### **3.1 Policy**

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All relock requests on best efforts locks within 30 days from the initial lock expiration date will be relocked at the worse case pricing and will be charged a relock fee as described below. Relock requests on single loan mandatory locks will use current market pricing.

Worse case pricing will compare the base pricing net all loan level adjustments from the initial lock to the pricing in effect at the time of the relock request. See definition below for additional information.

#### **3.2 Relock Fees for Best Efforts Locks**

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- 15 day relock: Worse case pricing and a .125 relock fee.
- 30 day relock: Worse case pricing and a .25 relock fee.
- 45 day relock: Worse case pricing and a .375 relock fee.
- 60 day relock: Worse case pricing and a .50 relock fee.

#### **3.3 Worse Case Pricing Definition**

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Worse case pricing will compare the original price including prior extension fees to the current market price for the same term. Once worse case pricing is determined, any prior lock extension fees will be reapplied as well as the relock fee.

Example: Loan was locked for 30 days and lock expires, compare original 30 day price (including any applicable extension fees) to the current market price at the same rate for 30 days. If loan only needs to be relocked for 15 days, Plaza will reduce the lock term to 15 days as long as the net price does not improve based on the shorter lock term.

When it is determined that the current market price is worse case, prior extension fees may be removed and loan can be locked at current market price without the prior extension fee.

#### **3.4 Relock Requirements and Restrictions**

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- Relock fees are cumulative. If a loan has been relocked once and requires another relock, an additional relock fee will apply.
- If price adjustments have occurred since the initial lock, the loan will be subject to worse case price adjustments as well as subject to current underwriting guidelines.

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- Loans may be relocked at the current market pricing when at least 30 days have passed from the current lock expiration date.
- Relock requests will only be taken by phone. Do not email relock requests as they will be subject to any market movement.
- If the rate the loan was initially locked at is not available at the time of relock, the worse case pricing is calculated by comparing the pricing of a new available rate.

### 3.5 Jumbo, Non-QM, and 2<sup>nd</sup> Lien Loans

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Jumbo, Non-QM, and 2<sup>nd</sup> lien loans require investor prior approval for underwriting. If the investor has not approved the loan within 30 days of submission for prior approval, the investor will cancel the loan and the lock, if applicable.

Relocks on Jumbo, Non-QM, and 2<sup>nd</sup> lien loans are considered case-by-case basis by Secondary Marketing Management and will be subject to investor approval.

**\*Jumbo, Non-QM, and 2<sup>nd</sup> lien locks will not receive any additional time from the original expiration date and must be purchased by the Delivery Expiration Date. Standard lock extension fees may still be requested. (see section 2.1)**

### Section 4 Program Changes

When requesting a program change on a best efforts locked loan, it may be subject to worse case pricing.

Program changes on single loan mandatory locks are not allowed.

**Scenario 1:** The original lock date is worse case.

- \* Loan is subject to the pricing from the original lock date and the original lock expiration date will apply.

**Scenario 2:** The current pricing is worse case.

- \* The loan is subject to the current day's pricing. The lock expiration date will be based on the date of the program change. If the original lock was for 30 days, the new lock will be for 30 days.

### 4.1 Exception

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If the National Correspondent is changing to a 'like product' (Agency to Agency with similar or same terms) the original lock terms may apply. The Plaza Lock Desk will determine if the program change is to a 'like product.'

#### Examples of like products (similar products and terms):

Program Change from Agency 30yr to Agency 25yr (CF300 to CF250)

Program Change from FHA 30yr to FHA 30yr w/ EEM

#### Examples of non-like products (different products and/or terms):

Program Change from Agency 30yr to Agency 15yr (CF300 to CF150)

Program Change from FHA 30yr to Agency 30yr (FHA300 to CF300)

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## Section 5 Property Address Change

When it is requested that a full property address is changed on a locked loan, the loan will be relocked using the **current market price**. This situation will be treated like a brand new lock with a new lock expiration date based on the date the address changed. The original lock will be cancelled and a new loan will be created for the new lock at current market pricing.

Property Address Changes on Single Loan Mandatory locks are not allowed.

### 5.1 Exceptions

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If a property address is changing only slightly, (see Examples below), the original lock terms will be honored.

The following changes are examples of when the original lock term is allowed:

- Address changes from 123 Street to 123 Ave.
- Transposed numbers - Address changes from 4592 to 4529.
- The property's zip code changes.
- The property's city changes.

**Note:** If a copy of the purchase contract can be provided with the correct address that is signed by the borrower(s) prior to the lock date, the original lock terms will be honored.

## Section 6 Long-Term Locks

### Notes:

- Long-term locks are available on standard Agency and Government loans only. Long-term locks are not available on High Balance Agency, High Balance FHA, or Jumbo VA.
- **Extensions are not allowed on Long-Term locks.**
- **Single Loan Mandatory locks are not eligible for long-term locks. Maximum lock term is 45 days.**

### 6.1 Upfront Deposit

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90 day lock - 60 day price + .375 point to price. \*Deposit of .50% is required.

120 day lock - 60 day price + .750 point to price. \*Deposit of 1.00% is required.

180 day lock - 60 day price + 1.50 point to price. \*Deposit of 1.00% is required.

\*Deposit must be paid by the Correspondent and is refundable only if the closed loan is delivered. Send deposit funds to Corporate Accounting. When refundable, the deposit amount can be net funded at closing or a check can be issued.

**Note:** Correspondent lender must be in compliance with state regulations to collect an upfront lock fee, otherwise a long-term lock is not an option.

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## 6.2 Float Down Pricing

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90 day lock – 60 day price + .25% to rate (max rate). At docs, rate can change to lower of max rate or current 60 day + .125% to rate.

120 day lock – 60 day price + .375% to rate (max rate). At docs, rate can change to lower of max rate or current 60 day + .125% to rate.

180 day lock – 60 day price + .50% to rate (max rate). At docs, rate can change to lower of max rate or current 60 day + .125% to rate.

## Section 7 Lock Renegotiations

Single Loan Mandatory locks are not eligible for renegotiation.

If a Correspondent client wants to renegotiate on a best efforts lock (decrease in rate) the original locked terms of a loan, the following guidelines will apply:

- The market must have improved by at least 75 basis points.
- The borrower must receive some benefit. (Rate improvement.)
- The renegotiated price will be 50 basis points worse than the current day price.
- The original lock expiration date will remain in effect.
- Renegotiations are not allowed on files that have already been relocked at worse case pricing.

### 7.1 Restrictions

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- A one time lock renegotiation is permitted for each loan.
- A one time extension is allowed on the renegotiated lock terms as long as no previous extensions were offered. The standard extension fees apply.
- Any existing extensions will be carried over to the renegotiated price.

## Section 8 Mandatory Commitments

### 8.1 Single Loan Mandatory

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- These are locked the same way best efforts locks are taken out; by either submitting a lock request through Pulse or by calling the lock desk
- A property address is required
- Loans not submitted by the lock expiration are subject to payoff charges in addition to an administrative fee
- Loans submitted on time that are not purchased for any reason will be subject to payoff charges in addition to an administrative fee
- Loans submitted on time that are not purchased by the lock expiration will be automatically extended for 15 days at a cost of .175.
  - A maximum of two 15-day extensions will be automatically applied unless the client requests a payoff prior to the extension being applied.

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- Loans not submitted by the lock expiration are subject to pairoff charges in addition to an administrative fee.
- If the loan is not in a purchasable condition by the Purchase Expiration Date, the lock will automatically be extended for an additional 15 days at a cost of 17.5 basis points. If the loan is still not purchased at this time, the lock will automatically be extended a second time for an additional 15 days at a cost of 17.5 basis points. If the loan is still not purchased after the second extension, the lock will automatically be extended a third time at a cost of 25bps. If the loan is still not purchased after the third extension, then the lock will be subject to a relock at worse case pricing.

## 8.2 Direct Trade

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- Direct trades can be taken out by product for a specific delivery month and delivery period
  - Delivery periods include Early, Standard, and Late
  - Any loans not delivered by the commitment delivery period (undelivered commitment amount) will be rolled to the following delivery period up to a maximum of three times.
    - After three rolls, the undelivered commitment amount will be subject to pairoff charges and an administrative fee after factoring in the delivery tolerance of the commitment.
- Loans that are delivered on time will have 14 days to get the loan purchased.
- Any loans that have not been purchased by the settlement date will automatically be extended for 15 days at a cost of .175.
  - A maximum of two 15-day extensions will be automatically applied unless the client requests a pairoff prior to the extension being applied.
- If the loan is not in a purchasable condition by the Purchase Expiration Date, the lock will automatically be extended for an additional 15 days at a cost of 17.5 basis points. If the loan is still not purchased at this time, the lock will automatically be extended a second time for an additional 15 days at a cost of 17.5 basis points. If the loan is still not purchased after the second extension, the lock will automatically be extended a third time at a cost of 25bps. If the loan is still not purchased after the third extension, then the lock will be subject to a relock at worse case pricing.

## 8.3 Bulk Trade

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- Bulk trades are taken out by submitting a loan tape with all relevant pricing characteristics of the loans
- Delivery and settlement terms are requested/negotiated when the tape is submitted to Plaza for pricing
  - Loans not delivered by the pre-established delivery due date may be subject to pairoff charges and an administrative fee after factoring in the delivery tolerance of the commitment..
  - Any loans that have not been purchased by the settlement date will automatically be extended for 15 days at a cost of .175.
    - A maximum of two 15-day extensions will be automatically applied unless the client requests a pairoff prior to the extension being applied.
- If the loan is not in a purchasable condition by the Purchase Expiration Date, the lock will automatically be extended for an additional 15 days at a cost of 17.5 basis points. If the loan is still not purchased at this time, the lock will automatically be extended a second time for an additional 15 days at a cost of 17.5 basis points. If the loan is still not purchased after the second extension, the lock will automatically be extended a third time at a cost of 25bps. If the loan is still not purchased after the third extension, then the lock will be subject to a relock at worse case pricing.

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