

SFIG RMBS 3.0 TRID Compliance Review Scope 2018-08-23 Disclosure Provisions Final

Row	Disclosure	Provision of 12 C.F.R. Part 1026	Description of Provision	Assignee Liability Type	Initial Grade	Action to Resolve	Final Grade	In Scope to Test	Discussion Comments
2	Loan Estimate "LE"	19(e)(1)(i)	Requires creditor to provide LE.	Statutory Damages	EV3	No Obvious Cure	EV3	In Scope, Cannot Obviously be Cured	Includes the Verification of borrower(s) and address to ensure the LE is provided to borrower.
3	Loan Estimate "LE"	19(e)(1)(ii)	Requires mortgage broker or creditor to provide LE if mortgage broker receives an application.	Statutory Damages	EV3	No Obvious Cure	EV3	In Scope, Cannot Obviously be Cured	
4	Loan Estimate "LE"	19(e)(1)(iii)	Timing, within three business days after application	Statutory Damages	EV3	No Obvious Cure	EV3	In Scope, Cannot Obviously be Cured	
5	Loan Estimate "LE"	19(e)(1)(v)	Waiver for bona fide personal financial emergency	Actual Damages	EV2	No Obvious Cure	EV2	EV2, In Scope, Cannot Obviously be Cured	
5 - Updated	Loan Estimate "LE"	19(e)(1)(v)	Waiver for bona fide personal financial emergency	Actual Damages	EV2	No Obvious Cure	EV2	EV2, In Scope, Cannot Obviously be Cured	The consideration of a waiver to alter the exception to an EV2-B, requires the TPR firm to confirm the waiver is not a printed form, that it contains the written statement describing the emergency, specifically waives the waiting period and is executed by the consumer(s). The waiver of the waiting period will still warrant an EV2-B level exception to identify the potential risk the basis is not deemed to meet the bona fide financial emergency consideration threshold.
6	Loan Estimate "LE"	19(e)(1)(vi)	Written List of Providers	Actual Damages	EV2	No Obvious Cure	EV2	EV2, In Scope, Cannot Obviously be Cured	If there is a delay or other issues with the SSPL, the TPR firms will consider the fees associated with the services using a 10% tolerance if the consumer was permitted to shop. (As indicated on the LE/CD). Will monitor for future CFPB guidance to determine whether one can allow service providers selected by the borrower that are not on the list to be excluded from the 10% tolerance consideration and instead moved to the Good Faith tolerance consideration using the best information available standard.
6 - Updated	Loan Estimate "LE"	19(e)(1)(vi)	Written List of Providers	Actual Damages	EV2	No Obvious Cure	EV2	EV2, In Scope, Cannot Obviously be Cured	If there is a delay or other issues with the SSPL, the TPR firms will consider the fees associated with the services using a 10% tolerance if the consumer was permitted to shop. (As indicated on the LE/CD). An updated SSPL list that is provided after the initial SSPL list will still be considered in making the determination of whether the consumer was provided the opportunity to shop for a specific fee. The inclusion of the fee within Section C of the most recent LE provided to the consumer will still carry the primary basis for consideration of whether the consumer was permitted to shop.
7	Loan Estimate "LE"	19(e)(2)(i)	Pre-disclosure fee restriction	Neither	N/A	N/A	N/A	Outside of Scope	
8	Loan Estimate "LE"	19(e)(2)(ii)	Worksheet disclaimer	Actual Damages	EV2	No Obvious Cure	EV2	EV2, In Scope, Cannot Obviously be Cured	
9	Loan Estimate "LE"	19(e)(2)(iii)	Prohibition of requiring verifying information	Neither	N/A	N/A	N/A	Outside of Scope	
10	Loan Estimate "LE"	19(e)(3)	Tolerances	Statutory Damages	EV3	LOE Proof of Delivery Refund Fee Tolerance Provide Corrected CD	EV2 within 60 of consummation, EV2 within 60 of Discovery, EV3 if not within 60 of discovery	Yes, Explicit Funds due Consumer	Proof of delivery Non-material disclosures - Shipping label, confirmation of edelivery, LOE from lender, or date issued on PC CD. Best practices for Material disclosures (TOP, Finance Charge, Amount Financed, APR, and Payment Tables) - shipping label with evidence of date sent. Will confirm shipping through FedEx, USPS, or UPS. Note: re-open RTC if applicable for the material disclosures.
10 - Updated	Loan Estimate "LE"	19(e)(3)	Tolerances	Statutory Damages	EV3	LOE Proof of Delivery Refund Fee Tolerance Provide Corrected CD	EV2 within 60 of consummation, EV2 within 60 of Discovery, EV3 if not within 60 of discovery	Yes, Explicit Funds due Consumer	Proof of delivery Non-material disclosures - Shipping label, confirmation of edelivery, LOE from lender, or date issued on PC CD. Fee tolerance cures that impact Material disclosures (TOP, Finance Charge, Amount Financed, APR, and Payment Tables) - will require shipping label with evidence of date sent. Will confirm shipping through FedEx, USPS, or UPS. Note: re-open RTC if applicable for the material disclosures.
11	Loan Estimate "LE"	19(e)(4)(i)	Timing of Revised LEs for "Changed Circumstances," etc.	Statutory Damages	N/A	No Obvious Cure	N/A	Outside of Scope, but used for Tolerances	CIC not valid if LE provided outside of 3 days of CIC when fees increase, baseline for tolerance considerations are not adjusted. LE's provided outside of 3 days with downward adjustments in fees, i.e. rate lock, will impact the baseline. (Applicable for CIC related fees, baselines not adjusted for unrelated disclosed fee values.)

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11 - Updated	Loan Estimate "LE"	19(e)(4)(i)	Timing of Revised LEs for "Changed Circumstances," etc.	Statutory Damages	N/A	No Obvious Cure	N/A	Outside of Scope, but used for Tolerances	If the LE is provided outside of 3 days of CIC when fees increase, baseline for tolerance considerations are not adjusted. CDs issued on or after June 1, 2018 and PRIOR to closing, can be used to rebaseline fees if issued within 3 days of a valid change of circumstance. (Note, CD's issued or received after closing are not permitted to rebaseline fee tolerance amounts)
12	Loan Estimate "LE"	19(e)(4)(ii)	Prohibition on Providing Revised LE after Providing CD, Timing of Final LE, Timing of "Changed Circumstances on CD"	Statutory Damages	EV3	No Obvious Cure	EV3	In Scope, Cannot Obviously be Cured	
12 - Updated	Loan Estimate "LE"	19(e)(4)(ii)	Prohibition on Providing Revised LE after Providing CD, Timing of Final LE, Timing of "Changed Circumstances on CD"	Statutory Damages	EV3	No Obvious Cure	EV3	In Scope, Cannot Obviously be Cured	To Clarify the Approach, if the LE Issue Date is on or after the CD issue date, EV3 Exception. However, if the LE Issue Date is prior to the CD issue date, but the LE received date may be on or after the CD received date, then an EV2 Exception. An EV3 exception will be issued if the revised LE is received less than 4 business days prior to consummation. Initial and subsequent CDs received more than 4 days prior to consummation will be allowed to rebaseline tolerance fees for CDs issued on or after 6/1/2018 that are prior to consummation and within 3 days of a valid CoC
13	Loan Estimate "LE"	37	General requirement that reflects terms of legal obligation, or if not known, must be in good faith based on best information reasonably available.	Statutory Damages	EV3	No Obvious Cure	EV3	In Scope, Cannot Obviously be Cured	
14	Loan Estimate "LE"	37(a)(1)	Form Title	Neither	N/A	N/A	N/A	Outside of Scope	
15	Loan Estimate "LE"	37(a)(2)	Form Purpose	Neither	N/A	N/A	N/A	Outside of Scope	
16	Loan Estimate "LE"	37(a)(3)	Creditor Name	Actual Damages	N/A	Re-Disclose Correct Information	N/A	Based on LE and EV2, Outside of Scope	
17	Loan Estimate "LE"	37(a)(4)	Date Issued	Neither	N/A	N/A	N/A	Outside of Scope	
18	Loan Estimate "LE"	37(a)(5)	Applicants	Neither	N/A	N/A	N/A	Outside of Scope	
19	Loan Estimate "LE"	37(a)(6)	Property	Neither	N/A	N/A	N/A	Outside of Scope	
20	Loan Estimate "LE"	37(a)(7)	Sales Price	Neither	N/A	N/A	N/A	Outside of Scope	
21	Loan Estimate "LE"	37(a)(8)	Loan Term	Statutory Damages	N/A	Re-Disclose Correct Information	N/A	Based on LE, Outside of Scope, will test on CD	
22	Loan Estimate "LE"	37(a)(9)	Purpose	Neither	N/A	N/A	N/A	Outside of Scope	
23	Loan Estimate "LE"	37(a)(10)	Product	Statutory Damages	N/A	Re-Disclose Correct Information	N/A	Based on LE, Outside of Scope, will test on CD	
24	Loan Estimate "LE"	37(a)(11)	Loan Type	Neither	N/A	N/A	N/A	Outside of Scope	
25	Loan Estimate "LE"	37(a)(12)	Loan Identification Number	Neither	N/A	N/A	N/A	Outside of Scope	
26	Loan Estimate "LE"	37(a)(13)	Rate Lock	Neither	N/A	N/A	N/A	Outside of Scope	
27	Loan Estimate "LE"	37(b)(1)	Loan Amount	Neither	N/A	N/A	N/A	Outside of Scope	
28	Loan Estimate "LE"	37(b)(2)	Interest Rate	Neither	N/A	N/A	N/A	Outside of Scope	
29	Loan Estimate "LE"	37(b)(3)	Principal and Interest Payment	Statutory Damages	N/A	Re-Disclose Correct Information	N/A	Based on LE, Outside of Scope, will test on CD	
30	Loan Estimate "LE"	37(b)(4)	Prepayment Penalty	Actual Damages	N/A	Re-Disclose Correct Information	N/A	Based on LE and EV2, Outside of Scope	
31	Loan Estimate "LE"	37(b)(5)	Balloon Payment	Statutory Damages	N/A	Re-Disclose Correct Information	N/A	Based on LE, Outside of Scope, will test on CD	
32	Loan Estimate "LE"	37(b)(6)	Increases after Consummation	Statutory Damages	N/A	Re-Disclose Correct Information	N/A	Based on LE, Outside of Scope, will test on CD	
33	Loan Estimate "LE"	37(b)(7)	Details about Balloon Payment	Statutory Damages	N/A	Re-Disclose Correct Information	N/A	Based on LE, Outside of Scope, will test on CD	
34	Loan Estimate "LE"	37(b)(7)	Details about Prepayment Penalty	Actual Damages	N/A	Re-Disclose Correct Information	N/A	Based on LE, Outside of Scope, will test on CD	
35	Loan Estimate "LE"	37(c)(1)-(3)	Projected Payments	Statutory Damages	N/A	Re-Disclose Correct Information	N/A	Based on LE, Outside of Scope, will test on CD	
36	Loan Estimate "LE"	37(c)(4) and (5) (for items in escrow account)	Projected Payments	Statutory Damages	N/A	Re-Disclose Correct Information	N/A	Based on LE, Outside of Scope, will test on CD	
36 - Updated	Loan Estimate "LE"	37(c)(2)(iii) (for items in escrow account)	Projected Payments	Statutory Damages	N/A	Re-Disclose Correct Information	N/A	Based on LE, Outside of Scope, will test on CD	
37	Loan Estimate "LE"	37(c)(4) and (5) (for items not in escrow account)	Estimated Taxes, Insurance, and Assessments	Actual Damages	N/A	N/A	N/A	Based on LE and EV2, Outside of Scope	
38	Loan Estimate "LE"	37(d)(1)	Costs at Closing: Closing Costs	Actual Damages	N/A	Re-Disclose Correct Information	N/A	Based on LE and EV2, Outside of Scope	
39	Loan Estimate "LE"	37(d)(2)	Costs at Closing: Cash to Close	Actual Damages	N/A	Re-Disclose Correct Information	N/A	Based on LE and EV2, Outside of Scope	

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40	Loan Estimate "LE"	37(e)	Website	Neither	N/A	N/A	N/A	Outside of Scope	
41	Loan Estimate "LE"	37(f)(1)	Loan Costs: Origination Charges	Actual Damages	N/A	Re-Disclose Correct Information	N/A	Based on LE and EV2, Outside of Scope	Tests to exclude is alphabetical testing, fee naming conventions, etc. Tolerance testing would still consider all fees disclosed on LE's and CD's.
42	Loan Estimate "LE"	37(f)(2) to (4)	Loan Costs: Itemization of Services You Can and Cannot Shop For and Subtotal of Loan Costs	Actual Damages	N/A	Re-Disclose Correct Information	N/A	Based on LE and EV2, Outside of Scope	Tests to exclude is alphabetical testing, fee naming conventions, etc. Tolerance testing would still consider all fees disclosed on LE's and CD's.
43	Loan Estimate "LE"	37(f)(5)	Loan Costs: Item Description and Ordering	Actual Damages	N/A	Re-Disclose Correct Information	N/A	Based on LE and EV2, Outside of Scope	
44	Loan Estimate "LE"	37(f)(6)	Loan Costs: Use of Addenda in Addition to Form	Actual Damages	N/A	Re-Disclose Correct Information	N/A	Based on LE and EV2, Outside of Scope	
45	Loan Estimate "LE"	37(g)(1) to (6)	Other Costs: Taxes, Prepaids, Escrow, Other, Lender Credits, Subtotal of Other Costs, Lender Credits and Total Closing Costs	Actual Damages	N/A	Re-Disclose Correct Information	N/A	Based on LE and EV2, Outside of Scope	
46	Loan Estimate "LE"	37(g)(7)	Other Costs: Item Description and Ordering	Actual Damages	N/A	Re-Disclose Correct Information	N/A	Based on LE and EV2, Outside of Scope	
47	Loan Estimate "LE"	37(g)(8)	Other Costs: Use of Addenda in Addition to Form	Actual Damages	N/A	Re-Disclose Correct Information	N/A	Based on LE and EV2, Outside of Scope	
48	Loan Estimate "LE"	37(h)	Calculating Cash to Close	Actual Damages	N/A	Re-Disclose Correct Information	N/A	Based on LE and EV2, Outside of Scope	
49	Loan Estimate "LE"	37(i)	Adjustable Payment Table	Statutory Damages	N/A	Re-Disclose Correct Information	N/A	Based on LE, Outside of Scope, will test on CD	
50	Loan Estimate "LE"	37(j)	Adjustable Interest Rate Table	Statutory Damages	N/A	Re-Disclose Correct Information	N/A	Based on LE, Outside of Scope, will test on CD	
51	Loan Estimate "LE"	37(k)	Contact Information - NMLS ID Disclosure	Statutory Damages	EV3	Re-Disclose Correct Information	EV2	LE is within scope, requires redisclosure of correct information on LE or CD	The TPRs will consider the redisclosure to the consumer of the corrected information on a subsequent CD or a post close CD as resolving the exception to an EV2
52	Loan Estimate "LE"	37(k)	Contact Information - name, address, email, phone, etc.	Neither	N/A	N/A	N/A	Outside of Scope	
53	Loan Estimate "LE"	37(l)(1)	In 5 Years	Statutory Damages	EV3	Re-Disclose Correct Information	EV1	In Scope, can only be Cured on Subsequent LE, cannot be obviously cured once CD is issued	
53 - Updated	Loan Estimate "LE"	37(l)(1)	In 5 Years	Statutory Damages	EV2	Re-Disclose Correct Information	EV1	Based on LE, test that a value was provided, will test accuracy on CD	The totals in 5 years are the precursor to the Total of Payments on the Closing Disclosure. Cite an EV2-B exception if the totals in 5 years are not provided. The accuracy of these values will not be cited as the testing of the TOP value on the Closing Disclosure will test for accuracy.
54	Loan Estimate "LE"	37(l)(2)	Annual Percentage Rate	Statutory Damages	N/A	Re-Disclose Correct Information	N/A	Based on LE, Outside of Scope, will test on CD	Does not include LE's APR tolerance testing. Initial CD is required to be disclosed 3 days prior to consummation. Test initial CD and any subsequent CDs for MDIA tolerance requirements and re-disclosure requirements per TRID.
55	Loan Estimate "LE"	37(l)(3)	Total Interest Percentage	Actual Damages	N/A	Re-Disclose Correct Information	N/A	Based on LE and EV2, Outside of Scope	
56	Loan Estimate "LE"	37(m)(1)	Appraisal (1 ECOA & 2 TRID)	Statutory Damages	N/A	Re-Disclose Correct Information	N/A	Based on LE, Outside of Scope, will test on CD	ECOA testing is in place and can be verified with statement on LE but if not on LE then stand-alone Right to Receive Appraisal disclosure.
57	Loan Estimate "LE"	37(m)(1)	Appraisal (1026.35 HPML)	Statutory Damages	EV3	No Obvious Cure	EV3	In Scope, Cannot Obviously be Cured	This is not directly related to the TRID Scope... the issue relates to the Appraisal requirement applicable to HPML loans and therefore should be tested for HPML threshold loans.
58	Loan Estimate "LE"	37(m)(2)	Assumption	Actual Damages	N/A	Re-Disclose Correct Information	N/A	Based on LE and EV2, Outside of Scope	
59	Loan Estimate "LE"	37(m)(3)	Homeowner's Insurance	Neither	N/A	N/A	N/A	Outside of Scope	
60	Loan Estimate "LE"	37(m)(4)	Late Payment	Actual Damages	N/A	Re-Disclose Correct Information	N/A	Based on LE and EV2, Outside of Scope	
61	Loan Estimate "LE"	37(m)(5)	Refinance	Statutory Damages	N/A	Re-Disclose Correct Information	N/A	Based on LE, Outside of Scope, will test on CD	
62	Loan Estimate "LE"	37(m)(6)	Servicing	Neither	EV2	Re-Disclose Correct Information	EV1	Only Test LE as not present on the CD	Accuracy of the statement will not be confirmed, only that the Servicing intent is disclosed. * Re-disclosure on the standalone Servicing transfer notice to consumer will be considered as a redisclosure of correct information
63	Loan Estimate "LE"	37(m)(7)	Liability After Foreclosure	Statutory Damages	N/A	Re-Disclose Correct Information	N/A	Based on LE, Outside of Scope, will test on CD	TPR firms check to confirm that the disclosure is populated, but not the accuracy of the disclosed value.
64	Loan Estimate "LE"	37(n)	Signature Statement	Actual Damages	N/A	Re-Disclose Correct Information	N/A	Based on LE and EV2, Outside of Scope	
65	Loan Estimate "LE"	37(o)(1)	General form requirements; clear and conspicuous; form consumer can keep; segregated; only required information and same order as Form H-24.	Actual Damages	N/A	Re-Disclose Correct Information	N/A	Based on LE and EV2, Outside of Scope	
66	Loan Estimate "LE"	37(o)(2)	"Estimated" in headings and labels	Actual Damages	N/A	Re-Disclose Correct Information	N/A	Based on LE and EV2, Outside of Scope	
67	Loan Estimate "LE"	37(o)(3)(i)	Standard form requirements	Neither	N/A	N/A	N/A	Outside of Scope	
68	Loan Estimate "LE"	37(o)(3)(ii)	Model form requirements	Statutory Damages	N/A	Re-Disclose Correct Information	N/A	Based on LE, Outside of Scope, will test on CD	Failure to provide an LE is a material exception that is addressed with row 2 above. 19(e)(1)(i)

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69	Loan Estimate "LE"	37(o)(3)(iii)	E-SIGN	Actual Damages	EV2	No Obvious Cure	EV2	EV2, In Scope, Cannot Obviously be Cured	
69 - Updated	Loan Estimate "LE"	37(o)(3)(iii)	E-SIGN	Statutory Damages	EV3	No Obvious Cure	EV3	EV3, In Scope, Cannot Obviously be Cured	The severity of this exception is based on the failure to obtain proper consent is the equivalent of the disclosures never being sent, this can result in timing exceptions and impact fee tolerance considerations. If there is no impact on timing considerations, the exception can be downgraded to EV2-B.
70	Loan Estimate "LE"	37(o)(4)	Rounding	Actual Damages	N/A	Re-Disclose Correct Information	N/A	Based on LE and EV2, Outside of Scope	The rounding requirements will be outside of scope for the LE. Tolerance testing is covered separately.
71	Loan Estimate "LE"	37(o)(5)	Exceptions	Actual Damages	N/A	Re-Disclose Correct Information	N/A	Based on LE and EV2, Outside of Scope	
72	Closing Disclosure "CD"	19(f)(1)(i)	Creditor must provide CD	Statutory Damages	EV3	No Obvious Cure	EV3	In Scope, Cannot Obviously be Cured	
73	Closing Disclosure "CD"	19(f)(1)(ii)(A)	Timing of CD	Statutory Damages	EV3	No Obvious Cure	EV3	In Scope, Cannot Obviously be Cured	
74	Closing Disclosure "CD"	19(f)(1)(ii)(B)	Special Timing of CD for Timeshares	Neither	N/A	N/A	N/A	Outside of Scope	
75	Closing Disclosure "CD"	19(f)(1)(iv)	Waiver for Bona Fide Personal Financial Emergency	Statutory Damages	EV3	No Obvious Cure	EV3	In Scope, Cannot Obviously be Cured	
75 - Updated	Closing Disclosure "CD"	19(f)(1)(iv)	Waiver for Bona Fide Personal Financial Emergency	Statutory Damages	EV3	No Obvious Cure	EV3	In Scope, Cannot Obviously be Cured	The consideration of a waiver to alter the exception to an EV2-B, requires the TPR firm to confirm the waiver is not a printed form, that it contains the written statement describing the emergency, specifically waives the waiting period and is executed by the consumer(s). The waiver of the waiting period will still warrant an EV2-B level exception to identify the potential risk the basis is not deemed to meet the bona fide financial emergency consideration threshold.
76	Closing Disclosure "CD"	19(f)(2)(i) and (ii)	Timing of corrected CDs (including one-day right to inspect)	Statutory Damages	EV3	No Obvious Cure	EV3	In Scope, Cannot Obviously be Cured	
Updated 76	Closing Disclosure "CD"	19(f)(2)(i) and (ii)	Timing of corrected CDs (including one-day right to inspect)	Statutory Damages	EV3	No Obvious Cure	EV3	In Scope, Cannot Obviously be Cured	CDs issued on or after May 24, 2018 will not trigger an additional 3-day waiting period prior to consummation for APR decreases.
77	Closing Disclosure "CD"	19(f)(2)(iii)	Post-consummation corrected CDs	Neither	N/A	N/A	N/A	Outside of Scope	
78	Closing Disclosure "CD"	19(f)(2)(v)	Tolerance Cures	Statutory Damages	EV3	LOE Proof of Delivery Refund Fee Tolerance Provide Corrected CD	EV2 within 60 of consummation, EV2 within 60 of Discovery, EV3 if not within 60 of discovery	Final CD is within Scope, Interim CDs out of scope	The fee tolerances will be tested against the final CD and post close CDs to confirm the consumer did not pay more than the permissible 0% and 10% tolerances permit. Tolerance cures through closing will be an EV1, post closing will be an EV2
78 - Updated	Closing Disclosure "CD"	19(f)(2)(v)	Tolerance Cures	Statutory Damages	EV3	LOE Proof of Delivery Refund Fee Tolerance Provide Corrected CD	EV2 within 60 of consummation, EV2 within 60 of Discovery, EV3 if not within 60 of discovery	Final CD is within Scope, Interim CDs out of scope	The fee tolerances will be tested against the final CD and post close CDs to confirm the consumer did not pay more than the permissible 0% and 10% tolerances permit. Tolerance cures through settlement, prior to disbursement, will be an EV1 and will not require the LOE, proof of delivery, or refund check. Post closing cures will be an EV2.
79	Closing Disclosure "CD"	19(f)(3)(i)	Must be actual charge received by service provider	Statutory Damages	EV3	Letter of Explanation Re-Disclose Correct Information	EV2	Final CD is within Scope, Interim CDs out of scope	
80	Closing Disclosure "CD"	19(f)(3)(ii)	Average Charge	Statutory Damages	EV3	Letter of Explanation Re-Disclose Correct Information	EV2	Final CD is within Scope, Interim CDs out of scope	
81	Closing Disclosure "CD"	19(f)(5)	No Fee for Preparation of LE and CD	Neither	EV2	LOE Proof of Delivery Refund Fee Tolerance Provide Corrected CD	EV1	Only Test Final CD	Test Final CD only as an EV2 initial grade and an EV1 final grade based on lack of statutory risk and no assignee liability. If a fee was charged for providing an LE or CD, require refund of fee amount to the consumer
82	Closing Disclosure "CD"	19(g)	Special Information Booklet	Neither	N/A	N/A	N/A	Outside of Scope	
83	Closing Disclosure "CD"	38	General requirement that reflects terms of legal obligation, or if not known, use estimates.	Statutory Damages	EV3	Letter of Explanation Re-Disclose Correct Information	EV2	Final CD is within Scope, Interim CDs out of scope	
84	Closing Disclosure "CD"	38(a)(1)	Form Title	Neither	N/A	N/A	N/A	Outside of Scope	
85	Closing Disclosure "CD"	38(a)(2)	Form Purpose	Neither	N/A	N/A	N/A	Outside of Scope	
86	Closing Disclosure "CD"	38(a)(3)	Closing Information	Neither	EV2	Letter of Explanation Re-Disclose Correct Information	EV1	Only Test Final CD	Test Final CD only as an EV2 initial grade and an EV1 final grade based on lack of statutory risk and no assignee liability.
87	Closing Disclosure "CD"	38(a)(4)(i) and (ii)	Transaction Information	Actual Damages	EV2	Letter of Explanation Re-Disclose Correct Information	EV2	Limit Test to Final CD, no interim CDs	
88	Closing Disclosure "CD"	38(a)(4)(iii)	Transaction Information: Creditor	Actual Damages	EV2	Letter of Explanation Re-Disclose Correct Information	EV2	Limit Test to Final CD, no interim CDs	

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89	Closing Disclosure "CD"	38(a)(5)(i)	Loan Information: Loan Term	Statutory Damages	EV3	LOE Proof of Delivery Re-open Rescission if Applicable Disclose Correct Information	EV2	Final CD is within Scope, Interim CDs out of scope	
89 - Updated	Closing Disclosure "CD"	38(a)(5)(i)	Loan Information: Loan Term	Statutory Damages	EV3	LOE Proof of Delivery Re-open Rescission if Applicable Disclose Correct Information	EV2	Final CD is within Scope, Interim CDs out of scope	Rescission impact is based on the CFPB reliance on, among other sections of statutory authority, TILA 128(a)(6).
90	Closing Disclosure "CD"	38(a)(5)(ii)	Loan Information: Purpose	Neither	EV2	Letter of Explanation Re-Disclose Correct Information	EV1	Only Test Final CD	Test Final CD only as an EV2 initial grade and an EV1 final grade based on lack of statutory risk and no assignee liability.
91	Closing Disclosure "CD"	38(a)(5)(iii)	Loan Information: Product	Statutory Damages	EV3	Letter of Explanation Re-Disclose Correct Information	EV2	Final CD is within Scope, Interim CDs out of scope	Test Final CD (Will impact 3 day testing considerations.)
91	Closing Disclosure "CD"	38(a)(5)(iii)	Loan Information: Product	Statutory Damages	EV3	Letter of Explanation Re-Disclose Correct Information	EV2	Final CD is within Scope, Interim CDs out of scope	Test Final CD (Will impact 3 day testing considerations.) To clarify, although the testing of the accuracy of the Product from the interim CDs is outside of scope, the product disclosed will impact the testing of the timing requirement to disclose the final loan product to the consumer at least 3 days prior to consummation.
92	Closing Disclosure "CD"	38(a)(5)(iv)	Loan Information: Loan Type	Neither	EV2	Letter of Explanation Re-Disclose Correct Information	EV1	Only Test Final CD	Test Final CD only as an EV2 initial grade and an EV1 final grade based on lack of statutory risk and no assignee liability. Will monitor for future guidance from the CFPB.
93	Closing Disclosure "CD"	38(a)(5)(v)	Loan Information: Loan Identification Number	Neither	N/A	N/A	N/A	Outside of Scope	
94	Closing Disclosure "CD"	38(a)(5)(vi)	Loan Information: Mortgage Insurance Case Number	Neither	N/A	N/A	N/A	Outside of Scope	
95	Closing Disclosure "CD"	38(b)	Loan Terms					See Items Below	
96	Closing Disclosure "CD"	37(b)(1)	Loan Amount	Neither	EV2	Letter of Explanation Re-Disclose Correct Information	EV1	Only Test Final CD	Test Final CD only as an EV2 initial grade and an EV1 final grade based on lack of statutory risk and no assignee liability.
97	Closing Disclosure "CD"	37(b)(2)	Interest Rate	Neither	EV2	Letter of Explanation Re-Disclose Correct Information	EV1	Only Test Final CD	Test Final CD only as an EV2 initial grade and an EV1 final grade based on lack of statutory risk and no assignee liability.
98	Closing Disclosure "CD"	37(b)(3)	Principal and Interest Payment	Statutory Damages	EV3	LOE Proof of Delivery Re-open Rescission if Applicable Disclose Correct Information	EV2	Final CD is within Scope, Interim CDs out of scope	
98 - Updated	Closing Disclosure "CD"	37(b)(3)	Principal and Interest Payment	Statutory Damages	EV3	LOE Proof of Delivery Re-open Rescission if Applicable Disclose Correct Information	EV2	Final CD is within Scope, Interim CDs out of scope	Rescission impact is based on the CFPB reliance on, among other sections of statutory authority, TILA 128(a)(6).
99	Closing Disclosure "CD"	37(b)(4)	Prepayment Penalty	Actual Damages	EV2	Letter of Explanation Re-Disclose Correct Information	EV2	Limit Test to Final CD, no interim CDs	
100	Closing Disclosure "CD"	37(b)(5)	Balloon Payment	Statutory Damages	EV3	LOE Proof of Delivery Re-open Rescission if Applicable Disclose Correct Information	EV2	Final CD is within Scope, Interim CDs out of scope	
100 - Updated	Closing Disclosure "CD"	37(b)(5)	Balloon Payment	Statutory Damages	EV3	LOE Proof of Delivery Re-open Rescission if Applicable Disclose Correct Information	EV2	Final CD is within Scope, Interim CDs out of scope	Rescission impact is based on the CFPB reliance on, among other sections of statutory authority, TILA 128(a)(6).
101	Closing Disclosure "CD"	37(b)(6)	Increases after Consummation	Statutory Damages	EV3	Letter of Explanation Re-Disclose Correct Information	EV2	Final CD is within Scope, Interim CDs out of scope	

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102	Closing Disclosure "CD"	37(b)(7)	Details about Balloon Payment	Statutory Damages	EV3	LOE Proof of Delivery Re-open Rescission if Applicable Disclose Correct Information	EV2	Final CD is within Scope, Interim CDs out of scope	
102 - Updated	Closing Disclosure "CD"	37(b)(7)	Details about Balloon Payment	Statutory Damages	EV3	LOE Proof of Delivery Re-open Rescission if Applicable Disclose Correct Information	EV2	Final CD is within Scope, Interim CDs out of scope	Rescission impact is based on the CFPB reliance on, among other sections of statutory authority, TILA 128(a)(6).
103	Closing Disclosure "CD"	37(b)(7)	Details about Prepayment Penalty	Actual Damages	EV2	Letter of Explanation Re-Disclose Correct Information	EV2	Limit Test to Final CD, no interim CDs	
104	Closing Disclosure "CD"	38(c)	Projected Payments	Statutory Damages	EV3	LOE Proof OF Delivery Re-open Rescission if Applicable Disclose Correct Information	EV2	Final CD is within Scope, Interim CDs out of scope	
104 - Updated	Closing Disclosure "CD"	38(c)	Projected Payments	Statutory Damages	EV3	LOE Proof OF Delivery Re-open Rescission if Applicable Disclose Correct Information	EV2	Final CD is within Scope, Interim CDs out of scope	If remediation is within 60 days of discovery, the exception will be regraded to an EV2, if outside 60 days of discovery exception will remain an EV3.
105	Closing Disclosure "CD"	37(c)(1)-(3)	Projected Payments	Statutory Damages	EV3	LOE Proof OF Delivery Re-open Rescission if Applicable Disclose Correct Information	EV2	Final CD is within Scope, Interim CDs out of scope	
105 - Updated	Closing Disclosure "CD"	37(c)(1)-(3)	Projected Payments	Statutory Damages	EV3	LOE Proof OF Delivery Re-open Rescission if Applicable Disclose Correct Information	EV2	Final CD is within Scope, Interim CDs out of scope	If remediation is within 60 days of discovery, the exception will be regraded to an EV2, if outside 60 days of discovery exception will remain an EV3.
106	Closing Disclosure "CD"	37(c)(4) and (5) (for items in escrow account)	Projected Payments	Statutory Damages	EV3	LOE Proof OF Delivery Re-open Rescission if Applicable Disclose Correct Information	EV2	Final CD is within Scope, Interim CDs out of scope	
106 - Updated	Closing Disclosure "CD"	37(c)(2)(iii) (for items in escrow account)	Projected Payments	Statutory Damages	EV3	LOE Proof OF Delivery Re-open Rescission if Applicable Disclose Correct Information	EV2	Final CD is within Scope, Interim CDs out of scope	If remediation is within 60 days of discovery, the exception will be regraded to an EV2, if outside 60 days of discovery exception will remain an EV3.
107	Closing Disclosure "CD"	37(c)(4) and (5) (for items not in escrow account)	Estimated Taxes, Insurance, and Assessments	Actual Damages	EV2	Letter of Explanation Re-Disclose Correct Information	EV2	Final CD is within Scope, Interim CDs out of scope	Discussed and agreed that 11 months or 12 months is acceptable for escrow fees 1 year after consummation on page 4.
107 - Updated	Closing Disclosure "CD"	37(c)(4) and (5) (for items not in escrow account)	Estimated Taxes, Insurance, and Assessments	Actual Damages	EV2	Letter of Explanation Re-Disclose Correct Information	EV2	Final CD is within Scope, Interim CDs out of scope	Based on the number of payments to be collected during the 1st year after consummation, acceptable amounts would include 10 months, 11 months or 12 months for escrow fees 1 year after consummation on page 4.
108	Closing Disclosure "CD"	38(d)(1)	Costs at Closing: Closing Costs	Actual Damages	EV2	Letter of Explanation Re-Disclose Correct Information	EV2	Limit Test to Final CD, no interim CDs	
109	Closing Disclosure "CD"	38(d)(2)	Costs at Closing: Cash to Close	Actual Damages	EV2	Letter of Explanation Re-Disclose Correct Information	EV2	Limit Test to Final CD, no interim CDs	
110	Closing Disclosure "CD"	38(e)	Alternative Calculating Cash to Close	Actual Damages	EV2	Letter of Explanation Re-Disclose Correct Information	EV2	Limit Test to Final CD, no interim CDs	
111	Closing Disclosure "CD"	38(f)(1)	Loan Costs: Origination Charges	Actual Damages	EV2	Letter of Explanation Re-Disclose Correct Information	EV2	Limit Test to Final CD, no interim CDs	
112	Closing Disclosure "CD"	38(f)(2) to (5)	Loan Costs: Services Borrower Did and Did Not Shop For; Subtotal and Total of Loan Costs	Actual Damages	EV2	Letter of Explanation Re-Disclose Correct Information	EV2	Limit Test to Final CD, no interim CDs	
113	Closing Disclosure "CD"	38(g)(1) to (6)	Other Costs: Taxes, Prepays, Escrow, Other, Lender Credits, Subtotal and Total of Other Costs	Actual Damages	EV2	Letter of Explanation Re-Disclose Correct Information	EV2	Limit Test to Final CD, no interim CDs	
114	Closing Disclosure "CD"	38(h)(1) and (2)	Closing Cost Totals	Actual Damages	EV2	Letter of Explanation Re-Disclose Correct Information	EV2	Limit Test to Final CD, no interim CDs	

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115	Closing Disclosure "CD"	§ 1026.38(h)(3)	Closing Cost Totals: Lender Credits	Actual Damages	EV2	Letter of Explanation Re-Disclose Correct Information	EV2	Limit Test to Final CD, no interim CDs	
116	Closing Disclosure "CD"	§ 1026.38(h)(4)	Closing Cost Totals: Same Descriptions and Ordering for Charges as on Loan Estimate	Actual Damages	EV2	Letter of Explanation Re-Disclose Correct Information	EV2	Limit Test to Final CD, no interim CDs	
117	Closing Disclosure "CD"	38(i)	Calculating Cash to Close	Actual Damages	EV2	Letter of Explanation Re-Disclose Correct Information	EV2	Limit Test to Final CD, no interim CDs	
118	Closing Disclosure "CD"	38(j)	Summaries of Transactions: Borrower's Transaction	Actual Damages	EV2	Letter of Explanation Re-Disclose Correct Information	EV2	Limit Test to Final CD, no interim CDs	
119	Closing Disclosure "CD"	38(k)	Summaries of Transactions: Seller's Transaction	Neither	N/A	N/A	N/A	Outside of Scope	
120	Closing Disclosure "CD"	38(l)(1)	Assumption	Actual Damages	EV2	Letter of Explanation Re-Disclose Correct Information	EV2	Limit Test to Final CD, no interim CDs	
121	Closing Disclosure "CD"	38(l)(2)	Demand Feature	Actual Damages	EV2	Letter of Explanation Re-Disclose Correct Information	EV2	Limit Test to Final CD, no interim CDs	
122	Closing Disclosure "CD"	38(l)(3)	Late Payment	Actual Damages	EV2	Letter of Explanation Re-Disclose Correct Information	EV2	Limit Test to Final CD, no interim CDs	
123	Closing Disclosure "CD"	38(l)(4)	Negative Amortization	Statutory Damages	EV3	Letter of Explanation Re-Disclose Correct Information	EV2	Final CD is within Scope, Interim CDs out of scope	
124	Closing Disclosure "CD"	38(l)(5)	Partial Payment Policy	Statutory Damages	EV3	Letter of Explanation Re-Disclose Correct Information	EV2	Final CD is within Scope, Interim CDs out of scope	
240	Closing Disclosure "CD"	38(l)(6)	Security Interest	Statutory Damages	EV3	Letter of Explanation Re-Disclose Correct Information	EV2	Final CD is within Scope, Interim CDs out of scope	
126	Closing Disclosure "CD"	38(l)(7)	Escrow Account	Statutory Damages	EV3	Letter of Explanation Re-Disclose Correct Information	EV2	Final CD is within Scope, Interim CDs out of scope	
126 - Updated	Closing Disclosure "CD"	38(l)(7)	Escrow Account	Statutory Damages	EV3	Letter of Explanation Re-Disclose Correct Information	EV2	Final CD is within Scope, Interim CDs out of scope	<p>Based on the number of payments to be collected during the 1st year after consummation, acceptable amounts would include 10 months, 11 months or 12 months for escrow fees 1 year after consummation on page 4</p> <p>Due to rounding considerations, the amount of 0.02 per payment tolerance for accuracy applied to amounts listed in Escrow Account table (eg. Non-Escrowed Property Costs over Year 1) Default method for calculating Initial Escrow Payment is to use borrower paid portion in Section G. If disclosed amount includes amounts paid by party other than borrower, EV2 exception will be cited</p>
127	Closing Disclosure "CD"	38(m)	Adjustable Payment Table	Statutory Damages	EV3	Letter of Explanation Re-Disclose Correct Information	EV2	Final CD is within Scope, Interim CDs out of scope	
128	Closing Disclosure "CD"	38(n)	Adjustable Interest Rate Table	Statutory Damages	EV3	Letter of Explanation Re-Disclose Correct Information	EV2	Final CD is within Scope, Interim CDs out of scope	Test Final CD
129	Closing Disclosure "CD"	38(o)(1)	Total of Payments	Statutory Damages	EV3	LOE Proof OF Delivery Re-open Rescission if Applicable Disclose Correct Information	EV2	Final CD is within Scope, Interim CDs out of scope	<p>Overdisclosed TOP values that exceed the calculated TOP value will not warrant an exception. Only underdisclosed TOP values will warrant an exception. The calculated "Total of Payments," is the total the consumer will have paid after making all payments of principal, interest, mortgage insurance, and loan costs, as scheduled. This includes the Total Principal and Interest payment calculated for entire loan term, Total Payment stream MI for entire loan term, Total Loan Costs (Borrower Paid) from D of the CD, Borrower Paid Prepaid Interest, (including negative per diem), from F of the CD, Borrower Paid Mortgage Insurance from F of the CD, and Borrower Paid Mortgage Insurance from G of the CD</p> <p>The TOP tolerance considerations will allow an underdisclosure of less than (\$0.02 * Number of payments) (e.g. \$0.02 * 360 months = \$7.20) due to</p>

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129 - Updated	Closing Disclosure "CD"	38(o)(1)	Total of Payments	Statutory Damages	EV3	LOE Proof OF Delivery Refund Underdisclosed amount Re-open Rescission if Applicable Disclose Correct Information	EV2	Final CD is within Scope, Interim CDs out of scope	Overdisclosed TOP values that exceed the calculated TOP value will not warrant an exception. Only underdisclosed TOP values will warrant an exception. The calculated "Total of Payments," is the total the consumer will have paid after making all payments of principal, interest, mortgage insurance, and loan costs, as scheduled. This includes the Total Principal and Interest payment calculated for entire loan term, Total Payment stream MI for entire loan term, Total Loan Costs (Borrower Paid) from D of the CD, Borrower Paid Prepaid Interest, (including negative per diem), from F of the CD, Borrower Paid Mortgage Insurance from F of the CD, and Borrower Paid Mortgage Insurance from G of the CD. For loans with a consummation date prior to 10/10/2017, the TOP tolerance considerations will allow an underdisclosure of less than $(\$0.02 * \text{Number of payments})$ (e.g. $\$0.02 * 360 \text{ months} = \7.20) due to permissible payment calculation variations. For loans with a consummation date on or after 10/10/2017, the applicable underdisclosure tolerance will be \$35.00 for rescindable transactions and \$100.00 for non-rescindable transactions. If remediation is within 60 days of discovery, the exception will be regraded to an EV2; if outside 60 days of discovery exception will remain an EV3.
130	Closing Disclosure "CD"	38(o)(2)	Finance Charge	Statutory Damages	EV3	LOE Proof of Delivery Refund Underdisclosed amount Re-open Rescission if Applicable Disclose Correct Information	EV2	Final CD is within Scope, Interim CDs out of scope	
130 - Updated	Closing Disclosure "CD"	38(o)(2)	Finance Charge	Statutory Damages	EV3	LOE Proof of Delivery Refund Underdisclosed amount Re-open Rescission if Applicable Disclose Correct Information	EV2	Final CD is within Scope, Interim CDs out of scope	If remediation is within 60 days of discovery, the exception will be regraded to an EV2; if outside 60 days of discovery exception will remain an EV3.
131	Closing Disclosure "CD"	38(o)(3)	Amount Financed	Statutory Damages	EV3	LOE Proof OF Delivery Re-open Rescission if Applicable Disclose Correct Information	EV2	Final CD is within Scope, Interim CDs out of scope	
131 - Updated	Closing Disclosure "CD"	38(o)(3)	Amount Financed	Statutory Damages	EV3	LOE Proof OF Delivery Re-open Rescission if Applicable Disclose Correct Information	EV2	Final CD is within Scope, Interim CDs out of scope	If remediation is within 60 days of discovery, the exception will be regraded to an EV2; if outside 60 days of discovery exception will remain an EV3.
132	Closing Disclosure "CD"	38(o)(4)	Annual Percentage Rate	Statutory Damages	EV3	LOE Proof of Delivery Refund Underdisclosed equivalent unless based on Future ARM change Re-open Rescission if Applicable Disclose Correct Information	EV2	Final CD is within Scope, Interim CDs out of scope	
132 - Updated	Closing Disclosure "CD"	38(o)(4)	Annual Percentage Rate	Statutory Damages	EV3	LOE Proof of Delivery Refund Underdisclosed equivalent unless based on Future ARM change Re-open Rescission if Applicable Disclose Correct Information	EV2	Final CD is within Scope, Interim CDs out of scope	Clarification pertaining to future ARM changes causing underdisclosed APR remediations. In place of the refund check component, the lender can modify the terms of the loan to ensure the consumer does not pay more than that which was disclosed. (This is often accomplished through a reduction in the ARM margin.) The other documentation is still required as is the modification to the note altering the ARM terms. If remediation is within 60 days of discovery, the exception will be regraded to
133	Closing Disclosure "CD"	38(o)(5)	Total Interest Percentage	Actual Damages	EV2	Letter of Explanation Re-Disclose Correct Information	EV2	Limit Test to Final CD, no interim CDs	Best Practices is to require 3 decimal places if rounded and allowing a '0' in the third decimal place. Some TPRs will accept either 2 or 3 decimal places regardless of whether there is a 3rd decimal. TPRs will use a 0.003% tolerance.

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Row	Disclosure	Provision of 12 C.F.R. Part 1026	Description of Provision	Assignee Liability Type	Initial Grade	Action to Resolve	Final Grade	In Scope to Test	Discussion Comments
133 - Updated	Closing Disclosure "CD"	38(o)(5)	Total Interest Percentage	Actual Damages	EV2	Letter of Explanation Re-Disclose Correct Information	EV2	Limit Test to Final CD, no interim CDs	Rounding numeric representations for percentages; although the numeric testing of the values disclosed is in scope, the removal of trailing 0's are not within the testing scope. TPRs will use a 0.003% tolerance.
134	Closing Disclosure "CD"	38(p)(1)	Appraisal	Statutory Damages	EV3	Letter of Explanation Re-Disclose Correct Information	EV2	Final CD is within Scope, Interim CDs out of scope	
135	Closing Disclosure "CD"	38(p)(1)	Appraisal (1026.35 HPML)	Statutory Damages	EV3	No Obvious Cure	EV3	In Scope, Cannot Obviously be Cured	This is not directly related to the TRID Scope... the issue relates to the Appraisal requirement applicable to HPML loans and therefore should be tested for HPML threshold loans...
136	Closing Disclosure "CD"	38(p)(2)	Contract Details	Actual Damages	EV2	Letter of Explanation Re-Disclose Correct Information	EV2	Limit Test to Final CD, no interim CDs	
137	Closing Disclosure "CD"	38(p)(3)	Liability After Foreclosure	Statutory Damages	EV3	Letter of Explanation Re-Disclose Correct Information	EV2	Final CD is within Scope, Interim CDs out of scope	
138	Closing Disclosure "CD"	38(p)(4)	Refinance	Statutory Damages	EV3	Letter of Explanation Re-Disclose Correct Information	EV2	Final CD is within Scope, Interim CDs out of scope	
139	Closing Disclosure "CD"	38(p)(5)	Tax Deductions	Actual Damages	EV2	Letter of Explanation Re-Disclose Correct Information	EV2	Limit Test to Final CD, no interim CDs	
140	Closing Disclosure "CD"	38(q)	Questions Notice	Neither	N/A	N/A	N/A	Outside of Scope	
141	Closing Disclosure "CD"	38(r)	Contact Information - NMLS ID Disclosure	Statutory Damages	EV3	Letter of Explanation Re-Disclose Correct Information	EV2	CDs are within scope, requires redisclosure of correct information on CD	The TPRs will consider the redisclosure to the consumer of the corrected information on a subsequent CD or a post close CD as resolving the exception to an EV2
141 - Updated	Closing Disclosure "CD"	38(r)	Contact Information - NMLS ID Disclosure	Statutory Damages	EV3	Letter of Explanation Re-Disclose Correct Information	EV2	CDs are within scope, requires redisclosure of correct information on CD	The TPRs will consider the redisclosure to the consumer of the corrected information on a subsequent CD or a post close CD as resolving the exception to an EV2. For wholesale loans, the Lender's LO Contact name and LO NMLS number may be omitted on the Closing Disclosure if the Broker was the primary contact point
142	Closing Disclosure "CD"	38(r)	Contact Information- name, address, email, phone, etc.	Neither	N/A	N/A	N/A	Outside of Scope	
143	Closing Disclosure "CD"	38(s)	Signature Statement	Actual Damages	EV2	Letter of Explanation Re-Disclose Correct Information	EV2	Limit Test to Final CD, no interim CDs	
144	Closing Disclosure "CD"	38(t)(1)	General form requirements; clear and conspicuous; form consumer can keep; segregated; only required information and same order as Form H-25.	Statutory Damages	EV3	Letter of Explanation Re-Disclose Correct Information	EV2	Final CD is within Scope, Interim CDs out of scope	
145	Closing Disclosure "CD"	38(t)(2)	"Estimated" in headings and labels	Actual Damages	EV2	Letter of Explanation Re-Disclose Correct Information	EV2	Limit Test to Final CD, no interim CDs	
146	Closing Disclosure "CD"	38(t)(3)(i)	Standard form requirement	Neither	N/A	N/A	N/A	Outside of Scope	
147	Closing Disclosure "CD"	38(t)(3)(ii)	Model form requirement	Statutory Damages	EV3	Letter of Explanation Re-Disclose Correct Information	EV2	Final CD is within Scope, Interim CDs out of scope	
148	Closing Disclosure "CD"	38(t)(3)(iii)	E-Sign	Actual Damages	EV2	No Obvious Cure	EV2	EV2, In Scope, Cannot Obviously be Cured	
148 - Updated	Closing Disclosure "CD"	38(t)(3)(iii)	E-Sign	Statutory Damages	EV3	No Obvious Cure	EV3	EV3, In Scope, Cannot Obviously be Cured	The severity of this exception is based on the failure to obtain proper consent is the equivalent of the disclosures never being sent, this can result in timing exceptions and impact fee tolerance considerations. If there is no impact on timing considerations, the exception can be downgraded to EV2-B
149	Closing Disclosure "CD"	38(t)(4)	Rounding	Actual Damages	EV2	Letter of Explanation Re-Disclose Correct Information	EV2	Limit Test to Final CD, no interim CDs	
150	Closing Disclosure "CD"	38(t)(5)	Exceptions	Actual Damages	EV2	Letter of Explanation Re-Disclose Correct Information	EV2	Limit Test to Final CD, no interim CDs	