

# Mortgage Documents

## Home Affordable Modification Trial Period Plan – Single-Family – Fannie Mae/Freddie Mac UNIFORM INSTRUMENT (Form 3156)

### Type of Instrument

Modification Trial Period Plan

### Instrument Revision Date

3/09

### Instrument Last Modified

3/26/2009 (Name of form changed)

### Summary Page Last Modified

3/18/09 (Technical corrections)  
4/15/2009 (Name of form changed;  
authorized changes added)

### Printing Instructions

The PDF document must be printed on letter size paper, using portrait format.

### Use This Document For

State	Lien Type	Product Type	Property Type	Occupancy Type
All	First	All	One- to four-unit, single-family dwelling	Principal residence

### Required Changes

The following changes MUST always be made to this document:

1. Lenders MUST revise the document as necessary to comply with applicable federal, state and local law.

### Authorized Changes

The following changes MAY be made to this document at the lender's option or MUST be made under certain circumstances only:

1. Lenders MUST insert the following new Section 1.G. if the borrower previously received a Chapter 7 bankruptcy discharge but did not reaffirm the mortgage debt under applicable law:

*I was discharged in a Chapter 7 bankruptcy proceeding subsequent to the execution of the Loan Documents. Based on this representation, Lender agrees that I will not have personal liability on the debt pursuant to this Plan.*

2. Lenders MUST add the following sentence to the end of Section 2.G. if the lender is required to obtain one or more subordination agreements and/or a title policy endorsement to ensure that the modified mortgage loan retains its first lien position and is fully enforceable:

*I understand and agree that the Lender will not be obligated or bound to make any modification of the Loan Documents or to execute the Modification Agreement if the Lender has not received an acceptable title endorsement and/or subordination agreements from other lien holders, as necessary, to ensure that the modified mortgage Loan retains its first lien position and is fully enforceable.*

3. Lenders MUST insert the following sentence before the last sentence in Section 3 if the loan documents contain a provision that allows the note and mortgage to be assumed by a transferee of an interest in the property:

*The Modification Agreement will provide that, as of the Modification Effective Date, a buyer or transferee of the Property will not be permitted, under any circumstance, to assume the Loan.*

4. Lenders MUST delete the existing Section 4.C. if, under applicable law, a servicer may not establish an escrow account for the subject mortgage loan, and lenders MUST change, as necessary, any cross-references to other paragraphs in Section 4 in the document. As an alternative, lenders MAY delete Section 4.C. and replace it with “Intentionally Deleted” as follows:

*C. Intentionally Deleted.*

5. Lenders MUST insert the following new Section 4.E. for all Fannie Mae-owned or -securitized loans:

*Notwithstanding anything herein to the contrary, if my final two Trial Period Payments are received by Servicer after the close of business on the 15th calendar day of the last month of the Trial Period but before the end of the Trial Period, I agree that the Trial Period shall be extended by one calendar month (the “Additional Trial Period”). I agree to abide by all terms and provisions of this Plan during the Additional Trial Period. In addition, I agree to make a Trial Period Payment in the amount of \$\_\_\_\_\_ [the same amount of the other Trial Period Payments] no more than 30 days after the last due date listed in the chart in Section 2 above.*

6. Lenders MUST insert the following new paragraph toward the end of Section 4 if the existing note provides for a prepayment penalty:

*That, as of the Modification Effective Date, any provision in the Note, as amended, for the assessment of a penalty for full or partial prepayment of the Note is null and void.*

7. Lenders MAY include at the bottom of each page “initial lines” on which borrowers may insert their initials to acknowledge that all pages of the document are present. If these lines are added, lenders MUST require the borrowers to initial the lines on each page of the document.

8. Lenders MAY adjust cross-references to section, paragraph, or page numbers, if needed to reflect changes in section, paragraph, or page numbers that result from adding, modifying, or deleting certain language in accordance with another authorized change.

**Other Pertinent Information**

Any special instructions related to preparation of this document, use of special signature forms, required riders or addenda, etc. are discussed below.

1. If the borrower is an *inter vivos* revocable trust, we may require: a special rider, a different signature form for the trustee signature, and a special signature acknowledgment for the settlor/credit applicant(s). Lenders are responsible for making any modifications, including the use of different terminology, needed to conform to the signature forms customarily used in the applicable jurisdiction and will be held fully accountable for the use of any invalid signature form(s).
  - Each of the trustees must sign this document in a signature block substantially similar to the following, which should be inserted in the Borrower signature lines.

\_\_\_\_\_, *Trustee of the* \_\_\_\_\_ *Trust*  
*under trust instrument dated* \_\_\_\_\_, *for the benefit of*  
\_\_\_\_\_ (*Borrower*).