Non-Agency

Correspondent Lender Reference Guide

Closing in the Name of Entity





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Entity Guidelines

1. Business Entity Requirements

- Be a legal entity domiciled in the United States, including LLCs, LPs, partnerships, and corporations.
- Business entity loans must have at least one full recourse warm body, personal guaranty

2. Required Executioners

- Any owner of 25% or more of the borrowing entity must be a personal guarantor.
- At least 51% of the ownership of the underlying entity must be personal guarantor(s)
- The majority owner of the underlying entity (if no owner represents 25% or more) must be a personal guarantor.
- Any managing member or controlling holder who is not a borrower must be a Personal Guarantor
 - A controlling holder is any individual or entity that has the ability to direct the activity of the borrowing entity or has the ability to act on behalf of the company (i.e., borrow money, dissolve the entity, remove members, etc.) without unanimous or majority consent of the members

3. Documentation Requirements

- Certificate of formation, filed articles of incorporation, as applicable, (including any, and all addendums) and a current listing of all ownership interests.
- The Operating Agreement for the LLC must be provided in order to confirm acceptability of the LLC.
- Current Certificate of good standing, dated within 12 months prior to note date.



Sample Signature Blocks

4. Business Entity Requirements

Note: This will require a Guaranty Agreement.

Note

- 1. On the Borrower line, the entity is named in full.
- 2. On the signature line, the personal guarantor is named as "member."



Security Instrument

- 1. "Borrower" is named as the entity.
- 2. Personal Guarantor is named in the signature line as Managing Member of the entity.

Security Instrument (Mortgage/Deed of Trust) (B) "Borrower" is ABC 123, LLC, A US State Limited Liablity Company Jane Doe, Managing Member of ABC 123, LLC, A US State Limited Liability Company





Guaranty Agreement

Note: This document is required when the borrower is an entity.

- 1. Enter the closing date.
- 2. Enter the name(s) of the natural person guarantor(s).
- 3. Enter the address of the natural person guarantor.
- 4. Enter the lender entity name.
- 5. Enter the lender's state and entity type as well as the lender's address.
- 6. Enter the name of the borrowing entity and entity state and type, as well as the borrowing entity's address.
- 7. Again, enter the borrowing entity name and the state and entity type.
- 8. Finally, enter the loan amount.

THIS GUARANTY AGREEMENT (Agreemen	it) is entered into and effective as of **DATE**	
and is by and among **GUARANTOR NAME*	, whose primary residence add	ress is
GUARANTOR'S ADDRESS	(Guarantor); and **LENDER'S NAM	ИЕ** 4
a **LENDER'S STATE AND ENTITY TYPE** is **LENDER'S ADDRESS** 5	[state] [entity type] (Lender), whose address for purpose and is delivered to and in favor of Lender, its su	
To induce Lender to make the Loan, here	in defined below, to **BORROWING ENTITY NAME**	, a **STATE&TYPE*
[state] [entity type] ("Borrower"), who add and is delivered to and in favor of Lender	dress for purposes of this Agreement is **BORROWING r, its successors and/or assigns.	ENTITY ADDRESS** 6
To induce Lender to make the Loan, here	in defined below, to **BORROWING ENTITY NAME**	, a **STATE&TYPE**
	which Guarantor acknowledges that Lender would not o ner valuable consideration, the receipt and adequacy of w	
LOAN AMOUNT	ecuted a Promissory Note of even date herewith (the Not The Loan is secured by a certain Security Instrument (t	the security Instrument),



- 9. The signature block includes space for the guarantor to sign as well as the guarantor's
- 10. There is also a space for the guarantor's spouse if applicable.

GUARANTOR:



5. Natural Person Borrower and Vesting in the Name of an Entity

Note

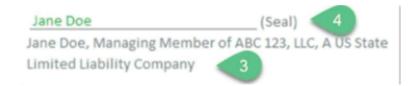
- 1. On the Borrower line, the natural person borrower is named.
- 2. On the signature line, the natural person borrower is required to sign."





Security Instrument

- 1. Borrower(s) listed on page 1 of the security instrument must match the vesting on title.
- 2. Borrower must have authority to sign on behalf of the entity.
- 3. The signature line will read natural person, member of entity.
- 4. The borrower will sign the security instrument as a member of the entity.



6. Natural Person Borrower and Vesting in the name of a Natural Person

Note Requirements

1. Individual(s) must sign "as" an individual.

Mortgage Requirements

1. Individual(s) must sign "as" an individual.

