

Non-Agency

Correspondent Lender Reference Guide

Closing in the Name of Entity



Silver Hill Capital



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Proprietary and Confidential
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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.”

Note

BORROWER:

ABC 123, LLC, A US State Limited Liability Company

Jane Doe

Jane Doe, Member

(Seal)

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 Liability Company

Jane Doe

Jane Doe, Managing Member of ABC 123, LLC, A US State Limited Liability Company

(Seal)



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 (Agreement) is entered into and effective as of ****DATE**** 1
and is by and among ****GUARANTOR NAME**** 2, whose primary residence address is
****GUARANTOR'S ADDRESS**** 3 (Guarantor); and ****LENDER'S NAME**** 4,
a ****LENDER'S STATE AND ENTITY TYPE**** 5 [state] [entity type] (Lender), whose address for purposes of this Agreement
is ****LENDER'S ADDRESS**** 5, and is delivered to and in favor of Lender, its successors and/or assigns.
To induce Lender to make the Loan, herein defined below, to ****BORROWING ENTITY NAME****, a ****STATE&TYPE**** 6
[state] [entity type] ("Borrower"), who address for purposes of this Agreement is ****BORROWING ENTITY ADDRESS**** 6
and is delivered to and in favor of Lender, its successors and/or assigns.
To induce Lender to make the Loan, herein defined below, to ****BORROWING ENTITY NAME****, a ****STATE&TYPE**** 7
[state] [entity type] company (Borrower), which Guarantor acknowledges that Lender would not otherwise make the
Loan without this Agreement, and for other valuable consideration, the receipt and adequacy of which are hereby
acknowledged.
WHEREAS, Borrower and Lender have executed a Promissory Note of even date herewith (the Note) in the sum of
****LOAN AMOUNT**** 8 The Loan is secured by a certain Security Instrument (the security Instrument),
executed by Borrower in favor of Lender, and encumbering certain real property and any improvements thereon.

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:

GUARANTOR'S SIGNATURE

9

GUARANTOR'S NAME TYPED

, an individual

GUARANTOR SPOUSE (as applicable)

GUARANTOR'S SPOUSE'S SIGNATURE

10

GUARANTOR'S SPOUSE'S NAME TYPED

, an individual

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."

Jane Doe (Seal)
Jane Doe

2

1

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.

Jane Doe (Seal) 4
Jane Doe, Managing Member of ABC 123, LLC, A US State
Limited Liability Company 3

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.