



U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT
WASHINGTON, DC 20410-8000

ASSISTANT SECRETARY FOR HOUSING-
FEDERAL HOUSING COMMISSIONER

February 5, 2016

To All Approved Mortgagees

MORTGAGEE LETTER 2016-03

Subject **Single Family Foreclosure Policy and Procedural Changes for HUD Title II Forward Mortgages and Reverse Mortgages**

Purpose The purpose of this Mortgagee Letter is to update HUD's:

- Reasonable Diligence timeframes in thirty-two (32) jurisdictions; and
- Provide guidance on judicial foreclosure of FHA-insured home loans in the District of Columbia (D.C.).

Effective Date The updated Reasonable Diligence timeframes are effective for all cases in which the deadline for taking First Legal Action to initiate foreclosure occurs on or after January 1, 2016.

The updated Schedule of Attorney Fees is effective for all cases in which any of the following actions occurs on or after January 1, 2016:

- a first legal action to foreclose is initiated;
- a bankruptcy clearance is undertaken;
- a possessory action has begun; or
- a deed-in-lieu of foreclosure is recorded.

The Cash for Keys' Relocation allowances are effective for all FHA-insured mortgages for which a foreclosure sale or non-conveyance transaction is held on or after January 1, 2016.

Affected Policy As of the relative effective date of this Mortgagee Letter, the guidance set forth in this Mortgagee Letter supersedes all prior Reasonable Diligence timeframes, including those outlined in Mortgagee Letters 2013-38 and 2015-24.

Foreclosures in the District of Columbia

Loans secured by a Deed of Trust are generally foreclosed using non-judicial procedures provided in the District of Columbia pursuant to D.C. Code § 42-815. However, mortgagees may elect to foreclose using judicial procedures, pursuant to D.C. Code § 42-816, when the mortgagee determines it is warranted for a particular mortgage.

A standard attorney fee of \$2,250 is applicable for a D.C. judicial foreclosure proceeding. The reasonable diligence timeframe for a judicial foreclosure is the same as that for a non-judicial foreclosure as provided in Attachment 1.

Reasonable Diligence Requirements

Pursuant to HUD regulation at 24 CFR 203.356(b), when foreclosure of a defaulted loan is necessary, mortgagees “must exercise reasonable diligence in prosecuting the foreclosure proceedings to completion and in acquiring title to and possession of the property.” This regulation also states that HUD will make available to mortgagees a timeframe that constitutes “reasonable diligence” for each state.

Please see Attachment 1 for details on the First Legal Action necessary to initiate foreclosure on an FHA-insured mortgage, the typical security instrument to be used, and the Reasonable Diligence timeframes for completing foreclosure and acquisition of title in each state. HUD reserves the right to alter these state-specific timeframes to reflect evolving foreclosure completion timeframes and jurisdictional docket demands.

The Reasonable Diligence timeframe begins with the First Legal Action, required by the jurisdiction, to commence foreclosure and ends with the later date of acquiring good marketable title and possession of the property (i.e., assuming occupied conveyance has not been approved). HUD expects mortgagees to comply with all federal, state and local laws when prosecuting a foreclosure and pursuing a possessory action.

Reasonable Diligence Compliance: Related to Self-Curtailment

Mortgagees are responsible for self-curtailment of interest and property expenses¹ on single-family claims when Reasonable Diligence timeframes or reporting requirements are not met. Mortgagees must identify the Interest Curtailment Date on form HUD-27011, Item 31. Attachment 2 includes examples for calculating the Interest Curtailment Date.

If a mortgagee determines that it failed to properly self-curtail at claim submission, the mortgagee must remit any improper claim-related payment to HUD through the “Claim Remittance” feature in FHA Connection. For more information on remitting payments, see FHA’s “Quick Start Guide: Claims Processing Functions” at: <https://entp.hud.gov/qckstart/sfsclaim.cfm>.

¹ Property expenses do not include real estate taxes and hazard insurance premiums.

Delays and Compliance with Reasonable Diligence Timeframes

When certain delays in completing foreclosure and acquiring possession are caused by circumstances beyond the mortgagee's control, the mortgagee may obtain an extension to Reasonable Diligence timeframes. The period of time associated with delays in completing the foreclosure process may be excluded from the calculation of the time to complete foreclosure when HUD has granted an extension *or* permitted the use of an automatic extension.

The following are examples of delays that may be deemed to be acceptable pursuant to the provisions of this Mortgagee Letter:

- Mediation;
- Bankruptcy; and
- Acquiring Possession.

The mortgagee must maintain a comprehensive audit trail and chronology to support any delay in compliance with the Reasonable Diligence timeframes herein.

Reasonable Diligence Timeframe Delay due to Mediation

When mediation is required after the initiation of foreclosure but, before the foreclosure sale, the time required to complete the mediation may be excluded when determining the mortgagee's compliance with FHA's Reasonable Diligence timeframes.

Reasonable Diligence Timeframe Delay due to Bankruptcy

When a mortgagor files for bankruptcy after the initiation of foreclosure, an automatic extension of the Reasonable Diligence timeframe for foreclosure and acquisition of the property are granted provided:

- The mortgagee ensures that all necessary bankruptcy-related legal actions are handled in a timely and effective manner;
- The case is promptly referred to a bankruptcy attorney after the bankruptcy is filed; and
- The mortgagee monitors the action to ensure that the case is timely resolved.

The timeframe allowed for recommencing foreclosure will vary based on the Chapter under which the bankruptcy is filed as provided below:

- For a Chapter 7 bankruptcy, HUD automatically grants an extension through the date that is 90 days after the date of the release of stay;
- For Chapter 11, 12, or 13 bankruptcies, HUD automatically grants an extension through the date that is 90 days from the date that the payments under the Bankruptcy Plan became 60 days delinquent.

For bankruptcy delays beyond the automatic extensions granted above, the mortgagee may request an additional extension of time from HUD via EVARS. In its request, the mortgagee must include documentation that the delay was not due to: (1) the mortgagee's failure to timely notify its bankruptcy attorney; or (2) any failure of the mortgagee's attorney.

Mortgagees will only be reimbursed for legal expenses related to resolving bankruptcies associated with claims for FHA-insured mortgages, if such legal expenses have not already been included in a loss mitigation option.

**Delay due to
Legal Action
for Acquiring
Possession**

When a separate legal action is necessary to gain possession following foreclosure, an automatic extension of the Reasonable Diligence timeframe will be allowed for the actual time necessary to complete the possessory action (i.e., if occupied conveyance was not approved). This extension is granted if the mortgagee takes the First Legal Action to initiate the eviction or possessory action within 30 calendar days of:

- the completion of foreclosure proceedings, or
- the expiration of federal, state or local restrictions on evictions.

Upon the expiration period associated with the applicable occupancy rights, mortgagees are expected to proceed promptly with possessory actions.

**Schedule of
Attorney Fees**

HUD has updated its Schedule of Attorney Fees for the purpose of calculating the maximum amount that may be reimbursed in an FHA insurance claim for a foreclosure attorney fee, bankruptcy clearance fee, possessory action fee, and completion of a deed-in-lieu fee (See Attachment 3). The Schedule of Attorney Fees reflects the customary legal services pertinent to mortgage defaults. Please note that each amount on the schedule is the total maximum reimbursable amount, instead of an hourly rate. The amount claimed for attorney fees cannot exceed the fees charged for work actually performed. Though actual costs for these legal services may potentially exceed fee amounts in the attached schedule, HUD will only reimburse mortgagees up to the amounts on the schedule.

The Schedule of Attorney Fees does not reflect additional expenses incurred due to foreclosure and/or mediation because of the wide differences in costs and lengths of time of foreclosure completion, depending on the jurisdictions in which the foreclosure actions are occurring. Any additional expenses incurred due to required legal actions (e.g., mediation or probate proceedings) are claimable with a documented cost breakdown and a written justification that must be retained in the servicer's claim review file.

When a mortgagee ceases a foreclosure action to perform required loss mitigation or where the mortgage is reinstated or paid-in-full, the mortgagee may only charge the mortgagor for attorney's fees incurred for the work actually performed up to the point of the cessation. Additionally, the amount charged to the mortgagor may not exceed the schedule for attorney's fees established by HUD as reasonable and customary for claim purposes.

Technology Fees and Electronic Invoice Fees

HUD will not reimburse as part of a mortgagee's claim for mortgage insurance benefits any expenses incurred in connection with payment of technology fees or electronic invoice fees charged by the mortgagee or any entity utilized by the mortgagee. This includes any fees charged:

- on a per loan basis;
 - on a "click charge basis"; or
 - for entering or accessing data in the mortgagees' system(s) or any other system.
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Cash for Keys' Relocation Allowance (Forward Mortgages Only)

After foreclosure, FHA allows mortgagees to offer a monetary consideration, known as "Cash for Keys", as an alternative to legal eviction.

If property occupants fail to vacate a property after receiving the first Notice to Quit, the mortgagee may offer up to \$3,000 per dwelling in exchange for the occupants vacating the property within 30 days of the Cash for Keys' Relocation offer.

Information Collection Requirements

The information collection requirements contained in this document have been approved by the Office of Management and Budget (OMB) under the Paperwork Reduction Act of 1995 (44 U.S.C. 3501-3520) and assigned OMB control number 2502-0584. In accordance with the Paperwork Reduction Act, HUD may not conduct or sponsor, and a person is not required to respond to, a collection of information unless the collection displays a currently valid OMB Control Number.

Questions

Any questions regarding this Mortgagee Letter may be directed to the HUD National Servicing Center at (877) 622-8525. Persons with hearing or speech impairments may reach this number by calling the Federal Relay Service at (800) 877-8339. For additional information on this Mortgagee Letter, please visit www.hud.gov/answers.

Signature

Edward L. Golding
Principal Deputy Assistant Secretary for Housing

Attachments

**FIRST LEGAL ACTIONS TO INITIATE FORECLOSURE AND
REASONABLE DILIGENCE TIMEFRAMES EFFECTIVE 1/1/2016**

State Code	State	Typical Type of HUD Security Instrument	Normal Method of Foreclosure	First Legal Action to Initiate Foreclosure	Reasonable Diligence Timeframe (in months)
01	Alabama	Mortgage	Non-Judicial	Publication	6
11	Alaska	Deed of Trust	Non-Judicial	Recording of Notice of Default	10
02	Arizona	Deed of Trust	Non-Judicial	Recording of Notice of Sale	6
03	Arkansas	Deed of Trust	Non-Judicial	Recording of Notice of Sale	11
04	California	Deed of Trust	Non-Judicial	Recording of Notice of Default	12
05	Colorado	Deed of Trust	Non-Judicial	Filing of Foreclosure Documents with Public Trustee	12
06	Connecticut	Mortgage	Judicial	Delivering Complaint to Sheriff	21
07	Delaware	Mortgage	Judicial	Complaint	26
08	District of Columbia	Deed of Trust	Non-Judicial	Notice of Default to Mayor	7
09	Florida	Mortgage	Judicial	Complaint	25
10	Georgia	Security Deed	Non-Judicial	Publication	6
83	Guam	Mortgage	Non-Judicial	Posting and Publishing of Notice of Sale	11
14	Hawaii	Mortgage	Judicial	Complaint	30
		Mortgage	Non-Judicial	Publication of Notice of Intent to Foreclose	6
12	Idaho	Deed of Trust	Non-Judicial	Recording of Notice of Default	13
13	Illinois	Mortgage	Judicial	Complaint	17
15	Indiana	Mortgage	Judicial	Complaint	13
16	Iowa	Mortgage	Judicial	Petition	17
		Deed of Trust	Non-Judicial	Filing of Notice or Voluntary Foreclosure Agreement with Recorder	9
18	Kansas	Mortgage	Judicial	Complaint	10
20	Kentucky	Mortgage	Judicial	Complaint	14
22	Louisiana	Mortgage	Judicial	Petition for Executory Process	12
23	Maine	Mortgage	Judicial	Complaint	27
24	Maryland	Mortgage	Judicial	Complaint	18
		Deed of Trust	Non-Judicial	Filing an Order to Docket	18
25	Massachusetts	Mortgage	Non-Judicial	Filing of Complaint ²	9
26	Michigan	Mortgage	Non-Judicial	Publication	9

² The mortgagee must first obtain a judgment from the Land Court verifying that the mortgagors are not entitled to relief under the Servicemembers Civil Relief Act (SCRA).

State Code	State	Typical Type of HUD Security Instrument	Normal Method of Foreclosure	First Legal Action to Initiate Foreclosure	Reasonable Diligence Timeframe (in months)
27	Minnesota	Mortgage Deed	Non-Judicial	Publication	10
28	Mississippi	Deed of Trust	Non-Judicial	Publication	9
29	Missouri	Deed of Trust	Non-Judicial	Publication	5
31	Montana	Trust Indenture	Non-Judicial	Recording of Notice of Sale	9
32	Nebraska	Mortgage	Judicial	Petition	8
		Deed of Trust	Non-Judicial	Publication of Notice of Sale	8
33	Nevada	Deed of Trust	Non-Judicial	Recording of Notice of Default	24
34	New Hampshire	Mortgage	Non-Judicial	Publication	11
35	New Jersey	Mortgage	Judicial	Complaint	19
36	New Mexico	Mortgage	Judicial	Complaint	25
37	New York City	Mortgage	Judicial	Complaint	27
	New York	Mortgage	Judicial	Complaint	21
38	North Carolina	Deed of Trust	Non-Judicial	Notice of Hearing	9
40	North Dakota	Mortgage	Judicial	Complaint	15
41	Ohio	Mortgage Deed	Judicial	Complaint	13
42	Oklahoma	Mortgage	Judicial	Petition	14
43	Oregon	Deed of Trust	Non-Judicial	Recording of Notice of Default	30
44	Pennsylvania	Mortgage	Judicial	Complaint	21
50	Puerto Rico	Mortgage	Judicial	Complaint	21
45	Rhode Island	Mortgage	Non-Judicial	Publication	22
46	South Carolina	Mortgage	Judicial	Complaint	14
47	South Dakota	Mortgage	Judicial	Complaint	14
		Deed of Trust	Non-Judicial	Publication of Notice of Sale	9
48	Tennessee	Deed of Trust	Non-Judicial	Publication	6
49	Texas	Deed of Trust	Non-Judicial	Posting and Filing of the Notice of Sale	8
52	Utah	Mortgage	Judicial	Complaint	12
		Deed of Trust	Non-Judicial	Recording of Notice of Default	12
53	Vermont	Mortgage	Judicial	Complaint	24
54	Virginia	Deed of Trust	Non-Judicial	Publication	7
82	Virgin Islands	Mortgage	Judicial	Complaint	15
56	Washington	Deed of Trust	Non-Judicial	Recording of Notice of Trustee's Sale	18
57	West Virginia	Deed of Trust	Non-Judicial	Publication	7
58	Wisconsin	Mortgage	Judicial	Complaint	12
59	Wyoming	Mortgage	Non-Judicial	Publication	7

CALCULATING THE INTEREST CURTAILMENT DATE

The following examples illustrate how to calculate the date on which debenture interest should be claimed. This calculation will take into account the date on which the First Legal Action to initiate foreclosure was taken and the reporting cycle in which the action was properly reported, pursuant to 24 CFR 203.356(a). Mortgagees will be considered in compliance with the reporting requirements of 24 CFR 203.356(a) when the case is properly reported in the Single Family Default Monitoring System (SFDMS) for the reporting cycle (or the subsequent reporting cycle) in which the First Legal Action required to initiate foreclosure is taken.

If there was more than one missed requirements, interest should be curtailed to the earliest date on which a required action should have been taken. Mortgagees will be responsible for self-curtailed and must identify the appropriate Interest Curtailment Date on form HUD-27011, Item 31 (Mortgagee Reported Curtailment Date).

Example 1: Mortgagee failed to initiate foreclosure on a timely basis in the State of Michigan.

Date of Default	09/01/2012
Deadline to initiate foreclosure	03/01/2013
First Legal Action to foreclose	04/21/2013
SFDMS reflects Status 68 ¹ for reporting cycle ending	04/30/2013
Marketable Title Date	10/31/2013
Date reflected in Item 9 (Date of possession) of form HUD-27011	11/30/2013
Date reflected in Item 10 (Date deed or assignment filed for record or date of closing or appraisal)	12/28/2013

In this example, the mortgagee did not initiate foreclosure within six months of the date of default as required by 24 CFR 203.355(a). The claim system will automatically curtail interest to March 1, 2013, (i.e., the deadline to initiate foreclosure within six months from the default date).

Example 2: Mortgagee initiated foreclosure on a timely basis but, exceeded seven months of the District of Columbia's reasonable diligence timeframe for completing the action without a valid documented reason.

Date of Default	12/01/2012
First Legal Action to foreclose	05/10/2013
SFDMS reflects Status 68 ¹ for reporting cycle ending	05/30/2013
Marketable Title Date	12/31/2013
Date reflected in Item 9 (Date of possession-1/31/14 & acquisition of marketable title-12/31/13) of form HUD-27011	01/31/2014
Date reflected in Item 10 (Date deed or assignment filed for record or date of closing or appraisal)	02/28/2014

¹ First Legal Action to Commence Foreclosure

In this example, the mortgagee initiated foreclosure within six months of the date of default as required by 24 CFR 203.355(a) and, within the required reporting cycle, properly reported the action in SFDMS using Status Code 68. However, the mortgagee did not meet the reasonable diligence requirement for completing the foreclosure in seven months (by December 10, 2013, based on the May 10 initiation of foreclosure). This requires a curtailment of interest to December 10, 2013, and that date would have to be reflected on form HUD-27011, Item 31 (Mortgagee Reported Curtailment Date).

Example 3: A timely initiated foreclosure action in the State of Wisconsin is delayed by a mortgagor's Chapter 7 bankruptcy filing, but the mortgagee took more than 90 days from the release of bankruptcy to resume the foreclosure.

Date of Default	12/01/2012
First Legal Action to foreclose	04/10/2013
SFDMS reflects Status 68 for reporting cycle ending	04/30/2013
Date Chapter 7 Bankruptcy filed	05/10/2013
Date reflected in Item 21 (Date of release of bankruptcy, if applicable) of form HUD-27011	09/15/2013
End of authorized 90-day bankruptcy delay	12/14/2013
Foreclosure Resumed Date	12/28/2013
Marketable Title Date	08/25/2014
Date reflected in Item 9 (Date of possession-8/30/14 & acquisition of marketable title-8/25/14) of form HUD-27011	08/30/2014
Date reflected in Item 10 (Date deed or assignment filed for record or date of closing or appraisal)	09/18/2014

In this example, the mortgagee initiated foreclosure within six months of the date of default as required by 24 CFR 203.355(a) and, within the required reporting cycle, properly reported the action in SFDMS using Status Code 68. However, the reasonable diligence requirement for completing the foreclosure was not met.

The State of Wisconsin's Reasonable Diligence timeframe for foreclosure completion is twelve months; without delays, the foreclosure should have been completed by April 10, 2014. However, due to bankruptcy interruption, the reasonable diligence timeframe was extended by 128 days (May 10, 2013 to September 15, 2013) to August 16, 2014. Due to the mortgagee's failure to resume the foreclosure within 90 days from release of the bankruptcy, the authorized 90-day bankruptcy delay will not be granted to extend the reasonable diligence timeframe. The interest curtailment date for claim purposes would therefore be August 16, 2014, and that date would have to be reflected on form HUD-27011, Item 31 (Mortgagee Reported Curtailment Date).

Example 4: A timely initiated foreclosure action is delayed by a mortgagor's Chapter 13 bankruptcy filing in the State of Wisconsin and the mortgagor subsequently defaulted on a confirmed Bankruptcy Plan. The mortgagee took more than 90 days from the date that the bankruptcy plan payments become 60 days delinquent to resume the foreclosure.

Date of Default	04/01/2013
First Legal Action to foreclose	09/09/2013
SFDMS reflects Status 68 for reporting cycle ending	09/30/2013
Date Chapter 13 Bankruptcy filed	10/09/2013
Mortgagor's timely Bankruptcy Plan Payments Nov through Feb advance Date of Default to	08/01/2013
Bankruptcy Plan Payments became delinquent (automatic stay lifted)	04/30/2014
End of authorized 90-day bankruptcy delay to resume foreclosure	07/29/2014
Foreclosure Resumed Date	08/21/2014
Date reflected in Item 21 (Date of release of bankruptcy) of form HUD-27011	09/10/2014
Marketable Title Date	06/13/2015
Date reflected in Item 9 (Date of possession-7/11/15 & acquisition of marketable title-06/13/15) of form HUD-27011	07/11/2015
Date reflected in Item 10 (Date deed or assignment filed for record or date of closing or appraisal)	08/04/2015

In this example, the mortgagee properly initiated foreclosure within six months of the date of default as required by 24 CFR 203.355(a) and, within the required reporting cycle, reported the action in SFDMS using Status Code 68. However, the reasonable diligence requirement to resolve the Chapter 13 bankruptcy case and complete the foreclosure was not met, and the mortgagee did not provide any documentation demonstrating that it was not responsible for the delay; therefore, the mortgagee must self-curtail.

Bankruptcy Plan payments, due on the first of each month, became 60 days delinquent on April 30, 2014; therefore, the automatic stay was lifted. Pursuant to HUD's policy, the mortgagee had a maximum of 90 days from April 30, 2014, to resume the foreclosure. However, the mortgagee did not resume foreclosure within 90 days from April 30, 2014. As a result, the authorized 90-day bankruptcy delay will not be granted in this case.

For purposes of filing a claim, the total authorized delay due to the bankruptcy was 203 days (October 9, 2013 to April 30, 2014). The mortgagee's timeframe for meeting the reasonable diligence requirement in this case is 12 months plus 203 days (the authorized bankruptcy-related delay) after the date of the first legal action to foreclose. Accordingly, the Interest Curtailment Date for claim purposes is March 31, 2015, and this date must be reflected on form HUD-27011, Item 31 (Mortgagee Reported Curtailment Date).

Example 5: The mortgagee exercised reasonable diligence in completing a foreclosure in the State of Iowa but did not initiate eviction or possessory action within 30 calendar days of foreclosure completion to qualify for an extension of the Reasonable Diligence timeframe.

Date of Default	01/01/2013
First Legal Action to foreclose	05/10/2013
SFDMS reflects Status 68 for reporting cycle ending	06/30/2013
Marketable Title Date	01/10/2014

Deadline to initiate possessory action	02/09/2014
Possessory action initiated	02/19/2014
Date of Possession (1 st vacant date/eviction date)	03/13/2014
Date reflected in Item 9 (Date of possession-3/13/14 & acquisition of marketable title-01/10/14) of form HUD-27011	03/13/2014
Date reflected in Item 10 (Date deed or assignment filed for record or date of closing or appraisal)	04/02/2014

In this example, the mortgagee met the reasonable diligence requirements to initiate, report, and complete the foreclosure action. However, action to acquire possession of the property was not initiated within 30 calendar days of foreclosure completion. The foreclosure was completed on January 10, 2014, so the mortgagee had 30 days (i.e., until February 9, 2014) to initiate possessory action. As the mortgagee did not initiate possessory action until February 19, 2014, a curtailment of interest is required and the date of February 19, 2014 would have to be reflected on form HUD-27011, Item 31 (Mortgagee Reported Curtailment date).

Example 6: The mortgagee failed to convey a property in District of Columbia to HUD within 30 calendar days of acquiring possession and marketable title, as required by 24 CFR 203.359.

Date of Default	01/01/2013
First Legal action to foreclose	05/10/2013
SFDMS reflects Status 68 for reporting cycle ending	06/30/2013
Marketable Title Date	11/30/2013
Date reflected in Item 9 (Date of possession-12/29/13 & acquisition of marketable title-11/30/13) of form HUD-27011	12/29/2013
Deadline to convey to HUD	01/28/2014
Date reflected in Item 10 (Date deed or assignment filed for record or date of closing or appraisal)	02/28/2014

In this example, the mortgagee exercised reasonable diligence in prosecuting the foreclosure to completion and in acquiring title to and possession of the property. However, it did not meet the requirement to convey the property to HUD within 30 calendar days of acquiring possession and marketable title as required by 24 CFR 203.359.

Date of Possession and Acquisition of Marketable Title was acquired by the mortgagee on December 29, 2013, and the mortgagee had 30 days from that date (i.e., until January 28, 2014) to convey the property to HUD. The deed to HUD was not filed for recording until February 28, 2014. Accordingly, the mortgagee's failure to timely convey the property to HUD requires a curtailment of interest to January 28, 2014, and this date must be reflected on form HUD-27011, Item 31 (Mortgagee Reported Curtailment Date).

HUD SCHEDULE OF STANDARD ATTORNEY FEES – EFFECTIVE 1/1/2016

State	Non-judicial Foreclosure	Judicial Foreclosure	Bankruptcy Clearance	Possessory Action	Deed-in-lieu
AK	\$1,625		Varies ¹³	\$500	\$400
AL	\$1,325 ¹		Varies ¹³	\$500	\$400
AR	\$1,475		Varies ¹³	\$500	\$400
AZ	\$1,350		Varies ¹³	\$400	\$400
CA	\$1,425 ²		Varies ¹³	\$550	\$400
CO	\$1,650		Varies ¹³	\$450	\$400
CT		\$2,450 ^{3,4}	Varies ¹³	\$400	\$400
DC	\$1,200 ¹	\$2,250	Varies ¹³	\$400	\$400
DE		\$1,900	Varies ¹³	\$450	\$400
FL		\$2,800 ¹¹	Varies ¹³	\$400	\$400
GA	\$1,325		Varies ¹³	\$450	\$400
GU	\$1,625		Varies ¹³	\$350	\$400
HI		\$2,950 ⁷	Varies ¹³	\$525	\$400
IA	\$1,275	\$1,850	Varies ¹³	\$350	\$400
ID	\$1,250		Varies ¹³	\$400	\$400
IL		\$2,300	Varies ¹³	\$400	\$400
IN		\$2,050	Varies ¹³	\$450	\$400
KS		\$1,800	Varies ¹³	\$400	\$400
KY		\$2,250	Varies ¹³	\$400	\$400
LA		\$1,900	Varies ¹³	\$500	\$400
MA	\$2,550	\$2,550 ³	Varies ¹³	\$625	\$400
MD	\$2,500 ⁵		Varies ¹³	\$500	\$400
ME		\$2,300	Varies ¹³	\$525	\$400
MI	\$1,425		Varies ¹³	\$425	\$400
MN	\$1,450	\$1,800	Varies ¹³	\$400	\$400
MO	\$1,375		Varies ¹³	\$450	\$400
MS	\$1,300 ¹		Varies ¹³	\$400	\$400
MT	\$1,250		Varies ¹³	\$400	\$400
NC	\$1,575		Varies ¹³	\$400	\$400
ND		\$1,800	Varies ¹³	\$350	\$400
NE	\$1,250	\$1,950	Varies ¹³	\$350	\$400
NH	\$1,450		Varies ¹³	\$425	\$400
NJ		\$2,975	Varies ¹³	\$500	\$400
NM		\$2,050	Varies ¹³	\$400	\$400
NV	\$1,525		Varies ¹³	\$650	\$400
NY	\$1,125 ⁹	\$2,900 ^{3,9}	Varies ¹³	\$725	\$400
OH		\$2,250	Varies ¹³	\$600	\$400
OK		\$2,000	Varies ¹³	\$350	\$400
OR	\$1,425	\$2,600	Varies ¹³	\$400	\$400
PA		\$2,350	Varies ¹³	\$450	\$400
PR		\$2,050 ^{3,10}	Varies ¹³	\$300	\$400
RI	\$1,725		Varies ¹³	\$525	\$400
SC		\$2,200	Varies ¹³	\$450	\$400

State	Non-judicial Foreclosure	Judicial Foreclosure	Bankruptcy Clearance	Possessory Action	Deed-in-lieu
SD		\$1,800	Varies ¹³	\$400	\$400
TN	\$1,300		Varies ¹³	\$375	\$400
TX	\$1,325	\$1,800	Varies ¹³	\$400	\$400
UT	\$1,325		Varies ¹³	\$400	\$400
VA	\$1,350		Varies ¹³	\$600	\$400
VI		\$1,800	Varies ¹³	\$300	\$400
VT	\$1,600	\$2,250	Varies ¹³	\$375	\$400
WA	\$1,500		Varies ¹³	\$450	\$400
WI		\$2,050	Varies ¹³	\$400	\$400
WV	\$1,250 ^{1,5}		Varies ¹³	\$400	\$400
WY	\$1,250		Varies ¹³	\$500	\$400

Footnotes:

- (1) This fee covers the combined attorney's and notary's fees.
- (2) This fee applies to completed foreclosures. If the mortgage loan is reinstated, the maximum fee is the amount allowed under applicable law, not to exceed \$725 for reinstatements after recording the Notice of Default but before mailing the Notice of Sale, or \$1,075 for reinstatements after mailing the Notice of Sale but before the Trustee's sale.
- (3) An additional \$200 will be permitted when the property is sold to a third party and the attorney must perform additional work to complete the transfer of title to the successful bidder.
- (4) This fee applies to Strict Foreclosures. If the court orders a Foreclosure by Sale (or a Foreclosure by Market Sale on or after January 1, 2015), the fee will be \$2,700.
- (5) This fee includes the attorney's fee, the notary's fee and the trustee's commission (or statutory fee).
- (6) [Reserved]
- (7) A fee of \$3,950 will be permitted for judicial foreclosures in locations other than Honolulu County.
- (8) [Reserved]
- (9) In New York, the non-judicial foreclosure process is to be used only in connection with cooperative share loans. The fee includes all steps in the foreclosure process, including the transfer of the stock and the lease for an occupied cooperative unit. The allowable fee for judicial foreclosures in New York, where judgment is obtained as a result of an uncontested trial, is established at \$3,650. For judicial foreclosures in the City of New York and on Long Island (Nassau and Suffolk Counties), the allowable fee is \$3,500 (or \$4,250 if judgment is obtained via uncontested trial).
- (10) In addition to the allowable foreclosure fee, HUD will pay a notary fee up to the greater of \$250 or one percent (1%) of the bid amount on the mortgage being foreclosed.
- (11) The allowable fee for foreclosures in Florida, where judgment is obtained as a result of an uncontested trial, is established at \$3,550.

- (12) When a servicer requests reimbursement from HUD for a fee amount based on specified conditions contained in a footnote above, the servicer's reimbursement request must contain a description or sufficient supporting documentation to allow HUD to properly evaluate the request.
- (13) This fee assumes that all required procedural steps have been completed. The maximum attorney fee varies based on the chapter under which the bankruptcy action is filed.
- For Chapter 7 bankruptcies, the maximum allowable fee is \$1,175.
 1. Motion for Relief is \$750
 2. Proof of Claim Preparation (if required) is \$300
 3. Reaffirmation Agreement is \$125
 - For Chapter 11 bankruptcies, the maximum allowable fee is \$1,600.
 1. Proof of Claim Preparation & Plan Review is \$750
 2. Motion for Relief is \$850
 - For Chapter 12 bankruptcies, the maximum allowable fee is \$2,100.
 1. Proof of Claim Preparation & Plan Review is \$750
 2. Objection to Plan is \$500
 3. Motion for Relief is \$850
 - For Chapter 13 bankruptcies, the maximum allowable fee is \$2,850
 1. Proof of Claim Preparation & Plan Review is \$650
 2. Objection to Plan is \$500
 3. Motion for Relief is \$850
 4. Payment Change Notification (if needed) is \$50
 5. Notice of Fees, Expenses, and Charges is \$100
 6. Post-Stipulation Default / Stay Termination is \$50/\$200
 7. Response to Final Cure Payment Notice is \$50 (agreed) / \$500 (objection)

