

AMENDMENT
TO THE DISCUSSION DRAFT H.R. _____
OFFERED BY MR. SCHWEIKERT OF ARIZONA
[Private Mortgage Market Investment Act]

Page 4, line 5, after the period insert the following:
“The loan documents shall provide that the mortgage loan shall convert to a recourse loan if the borrower obtains a new mortgage or other lien on the same dwelling that would result in the borrower having no equity in the dwelling.”.

Page 4, after line 12, insert the following:

1 (vii) TITLE INSURANCE.—Whether a
2 policy of title insurance transferring the
3 title related risks to a State-licensed title
4 insurance company was obtained at the
5 time of origination.

Page 4, line 13, strike “(vii)” and insert “(viii)”.

Page 5, line 3, strike “(viii)” and insert “(ix)”.

Page 6, line 21, strike “and (f)” and insert “(f), and (l)”.

Page 17, after line 12, insert the following:

1 (1) STANDARDS FOR MORTGAGES USED TO
2 COLLATERALIZE A QUALIFIED SECURITY.—The Director
3 shall develop, adopt, and publish standards for mortgages
4 that are eligible to be used to collateralize a qualified secu-
5 rity. Such standards shall include the following:

6 (1) PROPERTY VALUATION.—

7 (A) APPRAISALS.—Each loan with a writ-
8 ten appraisal contains an appraisal prepared by
9 an appraiser certified by an applicable govern-
10 mental body and in accordance with all applica-
11 ble laws and regulations. The appraisal was
12 written, in form and substance, to USPAP or
13 other acceptable standards, and satisfies all
14 legal and regulatory requirements. The ap-
15 praisal was made and signed prior to final ap-
16 proval of loan application.

17 (B) BROKER PRICE OPINION.—For each
18 mortgage loan where the property valuation
19 consists of a broker price opinion, the opinion
20 was provided by a real estate broker or realtor
21 properly licensed in the valued property's juris-
22 diction.

23 (C) CONFLICT OF INTEREST.—The person
24 performing any property valuation had no di-
25 rect or indirect ownership interest in the prop-

1 erty or in any loan made on the security there-
2 of, and such person's compensation or flow of
3 business (or other benefit) from the originator
4 was not affected by the approval or disapproval
5 of the mortgage loan.

6 (2) INCOME; EMPLOYMENT; ASSETS.—Each
7 mortgage loan application must include representa-
8 tion of the borrower's income, employment, and as-
9 sets, where the originator verified the borrower's
10 representations in accordance with reasonably de-
11 signed underwriting guidelines, including standard
12 document verification, or reviewing public or com-
13 mercially available data designed to test the reason-
14 ableness of the income used to approve the loan.

15 (3) OCCUPANCY.—When evaluating whether the
16 occupancy status of the property as represented by
17 the borrower at origination is reasonable, the origi-
18 nator will give due consideration to factors including
19 other real estate owned by the borrower, commuting
20 distance to work, and appraiser comments and
21 notes.

22 (4) SOURCE OF LOAN PAYMENTS.—With re-
23 spect to each mortgage loan—

24 (A) no portion of the loan proceeds has
25 been escrowed for the purpose of making

1 monthly payments on behalf of the borrower;
2 and

3 (B) no payments due and payable under
4 the terms of the note and mortgage or deed of
5 trust, except for seller or builder concessions or
6 amounts paid or escrowed for payment by the
7 borrower's employer, have been paid by any
8 person (other than the borrower and any guar-
9 antor) who was involved in, or benefitted from,
10 the sale or purchase of the mortgaged property
11 or the origination, refinancing, sale, purchase,
12 or servicing of the loan.

13 (5) DATA.—

14 (A) LOAN SCHEDULE INFORMATION.—The
15 information on the mortgage loan schedule cor-
16 rectly and accurately reflects the information
17 contained in the originator's records in all ma-
18 terial respects, and has been reasonably verified
19 and authenticated by the originator. With re-
20 spect to each loan, any seller or builder conces-
21 sion in excess of the allowable limits in place at
22 the time of origination has been subtracted
23 from the appraised value of the property for
24 purposes of determining the loan-to-value ratio
25 and the combined loan-to-value ratio. As of the

1 closing date of the loan, the most recent credit
2 score listed on the loan schedule was no more
3 than 4 months old. As of the date of funding
4 to the borrower, no property valuation listed on
5 the loan schedule was more than 6 months old.

6 (B) INSTRUMENTS DELIVERED TO CUSTO-
7 DIAN.—The instruments and documents with
8 respect to each mortgage loan required to be
9 delivered to the custodian on or prior to the
10 closing date have been delivered to the custo-
11 dian.

12 (6) FRAUD.—No fraud, material misrepresenta-
13 tion, error, omission, or gross negligence has taken
14 place in connection with the origination of the mort-
15 gage loan on the part of the originator or any party
16 involved in the origination of the loan.

17 (7) UNDERWRITING.—Each mortgage loan was
18 either—

19 (A) underwritten in conformance to the
20 originator's underwriting guidelines in effect at
21 the time of origination; or

22 (B) if not underwritten in conformance to
23 the originator's guidelines, has documented
24 compensating factors which are disclosed in the
25 loan disclosures.

1 (8) INSURANCE.—

2 (A) IN GENERAL.—With respect to each
3 mortgage loan listed as having mortgage insur-
4 ance, such loan has the benefit of a valid, bind-
5 ing, and enforceable primary mortgage insur-
6 ance policy (including in form and in substance)
7 issued by a generally accepted primary mort-
8 gage insurer.

9 (B) FIRE AND OTHER HAZARD INSUR-
10 ANCE.—The property securing each loan is in-
11 sured by an acceptable insurer against loss by
12 fire, and such hazards as are covered under a
13 standard extended coverage endorsement, and
14 as are dictated by geography or other pertinent
15 details related to the mortgaged property, in an
16 amount which is not less than the lesser of 100
17 percent of the insurable value of the property or
18 the outstanding principal balance of the loan.

19 (C) NO IMPAIRMENT.—With respect to any
20 insurance policy covering a loan and related
21 property, neither the originator nor any prior
22 holder has engaged in any act or omission
23 which would impair the coverage of any such
24 policy, the benefits of the endorsement, or the
25 validity and binding effect of either. No unlaw-

1 ful fee, commission, kickback, or other unlawful
2 compensation has been or will be received, re-
3 tained, or realized by any attorney, firm, or
4 other person or entity, and no such unlawful
5 items have been received, retained, or realized
6 by the originator.

7 (9) REGULATORY COMPLIANCE.—At the time of
8 origination (or if subsequently modified, the modi-
9 fication’s effective date), each loan complied in all
10 material respects with all then-applicable Federal,
11 State, and local laws including truth-in-lending, set-
12 tlement procedures, consumer credit protection,
13 equal credit opportunity, predatory and abusive lend-
14 ing laws, and disclosure laws, or such noncompliance
15 was cured subsequent to origination.

16 (10) BORROWER.—With respect to each loan—

17 (A) unless otherwise indicated, each bor-
18 rower is a natural person (or other acceptable
19 form);

20 (B) at the time of origination the borrower
21 was legally entitled to reside in the United
22 States;

23 (C) unless otherwise indicated, no borrower
24 was the subject of a bankruptcy proceeding in
25 the 7 years prior to origination; and

1 (D) unless otherwise indicated, no bor-
2 rower owned a property in the 7 years prior to
3 origination that was the subject of a foreclosure
4 during the time the borrower was the owner of
5 record.

6 (11) DOWNPAYMENT.—Unless otherwise indi-
7 cated, with respect to each loan whose purpose is
8 listed as “purchase”, the borrower (or borrower’s
9 spouse or domestic partner) paid at least 3 percent
10 of the purchase price with his or her own funds.

11 (12) LIENS.—

12 (A) IN GENERAL.—Immediately prior to
13 the transfer and assignment contemplated here-
14 in, the seller was the sole owner and holder of
15 the mortgage loan free and clear of any and all
16 liens (other than any senior lien indicated on
17 the loan schedule), pledges, charges, or security
18 interests of any nature, and the seller has good
19 and marketable title and full right and author-
20 ity to sell and assign the same.

21 (B) MORTGAGE IS VALID FIRST LIEN.—

22 The mortgage is a valid, subsisting, and en-
23 forceable first lien on the property therein de-
24 scribed, and except as noted, the property is
25 free and clear of all encumbrances and liens

1 having priority over the lien of the mortgage ex-
2 cept for—

3 (i) current real property taxes and as-
4 sessments not yet due and payable;

5 (ii) covenants, conditions and restric-
6 tions, rights of way, easements, and other
7 matters of public record as of the date of
8 recording;

9 (iii) liens created pursuant to any
10 Federal, State, or local law, regulation, or
11 ordinance affording liens for the costs of
12 clean-up of hazardous substances or
13 wastes, or for other environmental protec-
14 tion purposes; and

15 (iv) other matters to which like prop-
16 erties are commonly subject which do not
17 individually or materially interfere with the
18 benefits of the security intended to be pro-
19 vided by the loan.

20 (13) NO PRIOR MODIFICATIONS.—Unless other-
21 wise indicated, neither the seller nor any prior hold-
22 er of the mortgage or related note has modified the
23 mortgage or related note in any material respect,
24 satisfied, canceled, or subordinated the mortgage in
25 whole or in part, released the property in whole or

1 in part from the lien of the mortgage, or executed
2 any instrument of release, cancellation, modification,
3 or satisfaction, except where reflected in an agree-
4 ment included in the loan file. Modified terms should
5 be reflected on the mortgage loan schedule.

6 (14) TAXES PAID.—All taxes, governmental as-
7 sessments, insurance premiums, water, sewer, and
8 municipal charges, leasehold payments, and ground
9 rents which previously became due and owing have
10 been paid, or an escrow of funds has been estab-
11 lished in an amount sufficient to pay for every such
12 item which remains unpaid and that has been as-
13 sessed but is not yet due and payable.

14 (15) NO DAMAGE.—

15 (A) IN GENERAL.—The mortgaged prop-
16 erty is undamaged by water, fire, earthquake,
17 windstorm, flood, tornado, or similar casualty,
18 so as to affect adversely the value of the prop-
19 erty as security for the loan, or the use for
20 which the premises were intended or would
21 render the property uninhabitable.

22 (B) NO PROCEEDING FOR CONDEMNATION.—There is no proceeding pending or
23 threatened for total or partial condemnation of
24 the property.
25

1 (16) MORTGAGE LOAN LEGAL AND BINDING.—

2 The mortgage note, related mortgage, and other
3 agreements executed in connection therewith are
4 genuine, and each is the legal, valid, and binding ob-
5 ligation of the maker thereof, enforceable in accord-
6 ance with its terms, except as such enforcement may
7 be limited by bankruptcy, insolvency, reorganization,
8 or other similar laws affecting the enforcement of
9 creditors' rights. All parties to the mortgage note,
10 the related mortgage, and other agreements had
11 legal capacity to execute such documents, and such
12 documents have been duly and properly executed
13 and delivered by such parties.

14 (17) NO RESCISSION.—No mortgage note or
15 mortgage is subject to any right of rescission, set-
16 off, counterclaim, or defense, nor will the operation
17 of any of the terms of the note or mortgage, or the
18 exercise of any right there under, render either un-
19 enforceable, or subject either to any right of rescis-
20 sion, set-off, counterclaim, or defense.

21 (18) ENFORCEABLE RIGHT OF FORE-
22 CLOSURE.—Each mortgage contains customary and
23 enforceable provisions such as to render the rights
24 and remedies of the holder thereof adequate for the
25 realization against the property of the benefits of the

1 security, including realization by judicial foreclosure
2 (subject to any limitation for the relief of debtors).
3 There is no exemption available to the mortgagor
4 which would inhibit the right to sell the property at
5 a trustee's sale, or the right of foreclosure.

6 (19) HIGHER COST PRODUCT; UNDER-
7 WRITING.—No borrower was encouraged or required
8 to select a loan product offered by the originator
9 that was a higher cost product designed for less-
10 creditworthy borrowers, unless at the time of the
11 loan's origination such borrower did not qualify, tak-
12 ing into account credit history and debt-to-income
13 ratios, for a lower cost credit product then offered
14 by the originator or any affiliate of the originator.

15 (20) REPURCHASE COVENANTS.—

16 (A) IN GENERAL.—With respect to any
17 mortgage loan originated not more than 90
18 days prior to the closing date, the originator
19 shall promptly repurchase any such loan that
20 becomes 30 days or more delinquent within the
21 first 3 months following the origination date
22 unless the originator reasonably concludes,
23 based on information provided by the servicer,
24 that the default was the result of a servicing
25 issue which has subsequently been corrected or

1 is likely to be corrected, and such default has
2 been cured within 30 days following the missed
3 payment date.

4 (B) WITH RESPECT TO INSURANCE.—With
5 respect to any mortgage loan listed as having
6 mortgage insurance, to the extent such insur-
7 ance is borrower-paid or, if lender-paid was ob-
8 tained by the originator or the servicer, in the
9 event the mortgage insurer rejects, denies, or
10 rescinds a claim on the basis of any defect in
11 connection with the origination of the loan or
12 the servicing of the loan prior to the closing
13 date, the originator shall either repurchase such
14 loan or pay the trust the amount of such claim
15 within 30 days from such rejection.

Page 17, after line 8, insert the following:

16 (2) MORTGAGE DATA DISCLOSURE.—

17 (A) IN GENERAL.—The Director shall, not
18 later than 6 months after the date of the enact-
19 ment of this Act, require sponsors of qualified
20 securities to publicly disclose the mortgage data
21 for the single-family residential mortgage loans
22 that comprise the qualified securities.

1 (B) MANNER AND FORM OF DATA.—Not
2 later than 6 months after the date of enactment
3 of this Act, the Director shall, by regulation—

4 (i) establish the manner and form by
5 which all mortgage data required to be put
6 into the public domain by this paragraph
7 shall be put into the public domain;

8 (ii) require that such mortgage data
9 be made available in a uniform manner, in
10 a form designed for uniformity of data
11 definitions and forms, ease and speed of
12 access, ease and speed of downloading, and
13 ease and speed of use; and

14 (iii) to the extent practicable, provide
15 for a system of reporting such data that is
16 the same as the system used for the re-
17 porting of data under section 943 of the
18 Dodd-Frank Wall Street Reform and Con-
19 sumer Protection Act.

20 (C) UPDATE.—All sponsors required to put
21 mortgage data into the public domain under
22 this paragraph shall continuously update the
23 mortgage data, not less frequently than month-
24 ly, as long as the sponsors exist, whether in
25 conservatorship, receivership, or otherwise. All

1 updates shall be reasonably accurate and com-
2 plete.

3 (D) DUPLICATION OF EFFORT.—If 2 or
4 more sponsors are required by this paragraph
5 to report the same mortgage data relating to
6 the same mortgage loan, they may, by agree-
7 ment, determine that only 1 of such sponsors
8 will report the data. If 1 of such sponsors re-
9 ports the required mortgage data, it shall not
10 be a violation of this paragraph for the other
11 entities not to report the data.

12 (E) PUBLIC DISCLOSURE.—

13 (i) IN GENERAL.—The Director shall
14 require public disclosure of mortgage data,
15 for each tranche or class of security, by all
16 relevant participants party to mortgage
17 origination and securitization (including,
18 but not limited to: the originator, the
19 aggregator, the depositor, the issuer, the
20 underwriter, the trustee, and the servicer;
21 whose role shall be reasonably understood
22 despite any differences in usage or
23 vernacular) as appropriate.

24 (ii) PUBLIC DISCLOSURE DEFINED.—

25 For purposes of this paragraph, “public

1 disclosure” means providing public access
2 to all relevant data described under sub-
3 paragraph (F) via existing or newly cre-
4 ated industry databases.

5 (F) DATA FORMAT.—In prescribing regula-
6 tions under this paragraph, the Director shall
7 set standards for the format of the relevant
8 data publicly disclosed, which shall, to the ex-
9 tent feasible, facilitate comparison of such data
10 across securities in similar types of asset class-
11 es.

12 (G) TREATMENT OF TRANSACTION AND
13 PRICING DATA.—With respect to any require-
14 ments under this paragraph to provide for the
15 public availability of transaction and pricing
16 data, the Director shall ensure that such re-
17 quirements—

18 (i) require such information to not
19 identify the participants; and

20 (ii) take into account whether the
21 public disclosure will materially reduce
22 market liquidity.

23 (H) TIMELINESS OF REPORTING.—Parties
24 to a mortgage origination and securitization
25 shall be responsible for reporting mortgage data

1 in a timely manner as may be prescribed by the
2 Director.

3 (I) AUTHORITY OF THE DIRECTOR.—

4 (i) DELEGATION OF AUTHORITY.—

5 The Director may, by rule, regulation, or
6 order, delegate the public reporting respon-
7 sibilities of the Director under this para-
8 graph in accordance with such terms and
9 conditions as the Director determines to be
10 appropriate and in the public interest.

11 (ii) DATA ELEMENT STANDARDS.—In
12 carrying out this paragraph, the Director
13 shall prescribe consistent data element
14 standards applicable to registered entities
15 and reporting counterparties.

16 (iii) DATA COLLECTION AND MAINTEN-
17 NANCE STANDARDS.—The Director shall
18 prescribe data collection and data mainte-
19 nance standards for mortgage data reposi-
20 tories.

21 (3) MORTGAGE DATA DEFINED.—

22 (A) IN GENERAL.—The Director shall de-
23 fine mortgage data, by regulation, consistent
24 with this paragraph.

1 (B) UPON ORIGINATION.—The term
2 “mortgage data” means, as of the date of origi-
3 nation—

4 (i) the loan origination date and the
5 loan maturity date;

6 (ii) whether the loan is a purchase
7 loan or a refinance, and for refinance
8 loans—

9 (I) the date on which the refi-
10 nanced loan was originated;

11 (II) the identity of the lender on
12 the refinanced loan; and

13 (III) the unpaid principal balance
14 of the refinanced loan that was repaid
15 by the new loan;

16 (iii) the type of mortgage instrument
17 used; and

18 (iv) the servicer of the loan.

19 (v) the value of the collateral property
20 on which the lender relied, and how the
21 lender determined the value;

22 (vi) the credit score or scores that the
23 lender used or on which it relied, and the
24 entity that supplied each;

1 (vii) debt-to-income ratios, includ-
2 ing—

3 (I) the ratio of the total debt of
4 the borrower and coborrowers, ex-
5 pressed as a monthly payment
6 amount, to the total current and ex-
7 pected future income of the borrower
8 and any coborrowers on which the
9 lender relied, expressed as a monthly
10 income amount; and

11 (II) the ratio of the first sched-
12 uled payment on the loan, expressed
13 as a monthly payment amount, to the
14 total current and expected future in-
15 come of the borrower and any cobor-
16 rowers on which the lender relied, ex-
17 pressed as a monthly income amount;

18 (viii) the total value of borrower as-
19 sets, but not including the value of the col-
20 lateral and not including income, on which
21 the lender relied;

22 (ix) the principal amount of the loan;

23 (x) the interest rate on the loan;

24 (xi) if the interest rate may adjust
25 under the loan terms, the terms and limits

1 of any permissible adjustment, including
2 the index and margin, if applicable, when
3 the rate may adjust, and any caps or floors
4 on any such adjustment;

5 (xii) if the principal may increase
6 under the loan terms at origination, the
7 terms and limits of any permissible in-
8 crease, including when the increase or in-
9 creases may occur, how the amount and
10 timing of any increase is determined, and
11 any caps on any such increases;

12 (xiii) if the payment amount may ad-
13 just, independently of a rate adjustment or
14 of an increase in the principal amount, the
15 terms and limits of any permissible adjust-
16 ment, including when the adjustment may
17 occur, how the amount and timing of any
18 adjustment is determined, and any caps or
19 floors on any such adjustments;

20 (xiv) whether, under the loan terms,
21 the borrower may be required to pay any
22 prepayment penalty, and if so, the poten-
23 tial amount and timing of any such pen-
24 alty;

1 (xv) any permissible grace periods and
2 late fees under the loan terms, including
3 fee amounts permitted on the loan;

4 (xvi) whether the borrower or any co-
5 borrower has stated an intent to reside in
6 the property as a principal residence;

7 (xvii) whether the loan is assumable
8 under the loan terms at origination and if
9 so, the conditions on which any assumption
10 may be denied;

11 (xviii) whether the originating lender
12 was or is aware of any subordinate or sen-
13 ior lien on the property at the time at
14 which the loan was originated, and if so,
15 the identity of all lenders or other
16 lienholders of such other loans, the relative
17 lien position of each, and the date of origi-
18 nation of each lien if it secures a mortgage
19 loan;

20 (xix) the type of mortgage insurance
21 relating to the loan, including the name of
22 the mortgage insurer, who pays for the in-
23 surance, the amount and scheduled pay-
24 ment dates of any premiums, and the total
25 amount of coverage;

1 (xx) whether flood insurance is re-
2 quired in connection with the loan, and if
3 so, the amount and timing of premiums;

4 (xxi) whether the loan has an escrow
5 account and if so, the amount of the initial
6 deposit into the escrow account and the
7 amount of the monthly payments scheduled
8 to be deposited into the escrow account;

9 (xxii) the amount of points, fees, and
10 settlement charges paid to originate the
11 loan, including the amount of any com-
12 pensation paid to a mortgage broker, and
13 who paid it;

14 (xxiii) whether the borrower or bor-
15 rowers have any payment assistance at
16 origination, such as government or private
17 subsidies or buydowns, and if so, the
18 amounts, terms, and timing of such assist-
19 ance;

20 (xxiv) the address, including the coun-
21 ty, State, and zip code, of the real property
22 securing the mortgage loan;

23 (xxv) the originator;

24 (xxvi) the loan number;

25 (xxvii) the original amortization term;

- 1 (xxviii) the current loan amount;
- 2 (xxix) the current interest rate;
- 3 (xxx) the current payment status;
- 4 (xxxi) the borrower's total income;
- 5 (xxxii) Internal Revenue Service Form
- 6 4506-T, or other tax return indicator;
- 7 (xxxiii) the borrower's liquid cash re-
- 8 serves;
- 9 (xxxiv) the borrower's monthly debt;
- 10 (xxxv) the down payment amount on
- 11 the loan;
- 12 (xxxvi) the property type securing the
- 13 loan;
- 14 (xxxvii) the most recent property
- 15 value estimate of the property securing the
- 16 loan;
- 17 (xxxviii) the original loan-to-value
- 18 ratio on the loan and the combined loan-
- 19 to-value ratio on the loan;
- 20 (C) AFTER ORIGINATION.—Beginning the
- 21 day after the date of origination of the loan,
- 22 and reported not less frequently than monthly
- 23 thereafter until the loan ceases to exist, the
- 24 term “mortgage data” includes—

1 (i) the amount and date of payments
2 received each month, including—

3 (I) whether each payment is re-
4 ceived by the due date or within a
5 grace period, and if a payment is re-
6 ceived after the scheduled due date,
7 how many days past due;

8 (II) the amount of any payment
9 deposited into an escrow account;

10 (III) amounts paid for other loan
11 charges, with an identification of the
12 amount and type of such other
13 charge; and

14 (IV) the amount of any prepay-
15 ments;

16 (ii) for loans on which any payment or
17 partial payment is overdue, the number of
18 days since the loan was current;

19 (iii) whether property taxes, hazard
20 insurance premiums, and any flood insur-
21 ance premiums required in connection with
22 the loan are paid by the borrower or bor-
23 rowers as required, and if any such item is
24 not paid as required—

1 (I) the number of days since the
2 payment was required, and the
3 amount of the missed payment;

4 (II) whether the servicer or other
5 party on behalf of the servicer paid
6 property taxes on the property, and in
7 what amount; and

8 (III) whether the servicer or
9 other party on behalf of the servicer
10 force-placed hazard or flood insur-
11 ance, and if so, the amount of the
12 premium and the identity of the in-
13 surer;

14 (iv) the amount of any interest paid
15 to the borrower on any escrow;

16 (v) the type and date of any actions
17 taken by or on behalf of the servicer due
18 to default, including nonpayment default,
19 and the amount charged to the borrower or
20 borrowers as a result of the action or ac-
21 tions; and

22 (vi) if the servicer is aware of any
23 damage to the property securing the loan,
24 the type and extent of the damage and of
25 any repairs, the amount of insurance pro-

1 ceeds paid, the amount of such proceeds
2 disbursed or paid to the borrower, and the
3 amount held by the servicer, and the date
4 and results of any inspection done by or on
5 behalf of the servicer.

6 (D) ADJUSTMENTS CONSISTENT WITH THE
7 PURPOSES OF THIS ACT.—

8 (i) ADJUSTMENTS BY THE DIREC-
9 TOR.—The Director may adjust the items
10 that are included in or excluded from the
11 definition of mortgage data consistent with
12 this Act, as appropriate to protect the pri-
13 vacy of individual consumers.

14 (ii) ADDITIONS BY SPONSORS.—A
15 sponsor may include more items in the def-
16 inition of mortgage data, in a manner con-
17 sistent with rules issued by the Director.

18 (E) PRIVACY.—The regulations required
19 by subparagraph (A) may require rounding off
20 of the debt to income ratios required to be in-
21 cluded as mortgage data to protect the privacy
22 of the borrower, taking into consideration the
23 information that is already available on the
24 Internet or in other ways.

1 (F) DATA PRIVACY.—The regulations re-
2 quired by subparagraph (A) shall require that
3 information included as mortgage data shall not
4 be personally identifiable information, including
5 the specific name of the home owner.

Page 17, line 9, strike “(2)” and insert “(4)”.

