



# Non-Borrowing Spouse Information

Reverse Mortgage Servicing Department

P.O. Box 40724

Lansing, MI 48901

FAX: (888) 509-9488

Email: [NBS@reversedepartment.com](mailto:NBS@reversedepartment.com)

[www.reversedepartment.com](http://www.reversedepartment.com)

## Home Equity Conversion Mortgage (HECM) Eligible Surviving Non-Borrowing Spouse (NBS) Fact Sheet

*NOTE: This form is not valid for HECM non-borrowing spouses with properties located in New York. If the subject property is located in New York, please complete the **Loss Mitigation Application (NY Only)** available under "Common Forms" at [www.reversedepartment.com](http://www.reversedepartment.com).*

For HECM loans not in the state of New York, with an FHA case number assigned prior to August 4, 2014, where the borrower has an **Eligible Surviving Non-Borrowing Spouse<sup>1</sup>**, the mortgage lender may elect to assign the loan to FHA/ HUD, thereby deferring the immediate obligation to pay off the loan after the last HECM borrower dies if, among other requirements, the following specific conditions are met and continue to be met throughout the duration of the deferral period:

1. The HECM is not in default (or eligible to be called due and payable) for any reason other than the last borrower's death (e.g., failure to pay property taxes or make hazard insurance payments).

AND

2. The borrower and his or her spouse were either:
- Legally married<sup>2</sup> at the time the HECM closed and remained married until the HECM borrower's death, OR
  - Engaged in a committed relationship akin to marriage but were legally prohibited from marrying before the closing of the HECM, because of the gender of the borrower and Non-Borrowing Spouse, if the spouses legally married before the death of the borrower and remained married until the death of the borrowing spouse.

AND

3. The Non-Borrowing Spouse lived in the property at loan closing and continues to live in the property as his or her Principal Residence<sup>3</sup>.

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<sup>1</sup> For HECM loans with FHA case numbers issued on or after August 4, 2014, please refer to the loan documents regarding eligibility as an Eligible Non-Borrowing Spouse.

<sup>2</sup> "Legally married" means a marriage that is legal under either 1) the law of the state in which the spouse and borrower lived; or 2) the state in which the spouses married.

<sup>3</sup> "Principal Residence" is defined as the dwelling where the borrower and Non-Borrowing Spouse maintain their permanent place of abode, and typically spend the majority of the calendar year. A person may have only one Principal Residence at any one time. The Property shall be considered to be the Principal Residence of any Non-Borrowing Spouse who is temporarily in a health care institution, as long as 1) the Property is the Principal Residence of his or her borrower spouse, who physically resides in the property, OR 2) there is no surviving borrower and the Eligible Surviving Non-Borrowing Spouse physically occupied the property immediately prior to entering the health care institution and the Eligible Surviving Non-Borrowing Spouse's residency in a health care institution does not exceed twelve consecutive months.

## Documentation Requirements

Time is of the essence so an Eligible NBS should provide us with all of the documents below as soon as possible after the passing of the borrower so that we may complete our assessment to determine your eligibility. If you meet all HUD requirements, additional documents will require execution by you and any potential heirs or other parties that may have a claim to the property before the loan can be assigned to HUD. Please be aware that these requirements are not intended to be exhaustive, and the Reverse Mortgage Servicing Department may notify you in writing of additional requirements as applicable. All documentation, except the Tolling Agreement, which requires an original signature, may be sent to [NBS@reversedepartment.com](mailto:NBS@reversedepartment.com) or by fax to **888-509-9488**. Please include the loan number on all documents.

**1. COPY OF THE LAST SURVIVING BORROWER'S DEATH CERTIFICATE**

- a. Must be legible and be an official/recorded State-issued Death Certificate.

**2. COPY OF LEGIBLE MARRIAGE CERTIFICATE, OR**

- a. a formal legal opinion attesting to the legality of your marriage based on the law in either the state of celebration or the state of residence, including the date of marriage.
- b. If Loan Documents listed borrower as unmarried at origination and this was in error, please provide an Affidavit of Continuous Marriage showing that you remained married to the borrower and living in the property continuously since origination. This is a notarized legal document that attests to your continuous marriage. A sample form is included in this packet.
- c. If marriage was prohibited under state law at the time of origination, based on the gender of both the Borrower and Non-Borrowing Spouse, please provide legal opinion/statement/affidavit confirming that NBS was in a relationship with the borrower, akin to marriage, at the time of origination in addition to Proof of Marriage once no longer prohibited by state law.

**3. PROOF THAT PROPERTY TAXES ARE PAID AND CURRENT**

- a. Property tax statement confirming taxes are current or a screenshot from the website of the county (in which the property is located) confirming taxes are current(NOTE: Must be full statement from Taxing authority.
- b. Canceled checks and/or receipts not accepted.)

**4. PROOF OF VALID CURRENT HOMEOWNER INSURANCE POLICY**

- a. Current hazard insurance DECLARATION page. Bills and/or receipts are not acceptable.
- b. Current flood insurance DECLARATION page, if applicable.
- c. If property is a condominium, must provide copy of condominium insurance policy [H06] or Homeowner's Insurance policy must show additional condominium coverage. aka "Walls In" coverage.

**5. VERIFICATION OF OCCUPANCY**

- a. Please verify your occupancy by downloading, sign, and return an Occupancy Certification form which can be found in this packet.

**6. COMPLETED & SIGNED ELIGIBLE SURVIVING NON-BORROWING SPOUSE CERTIFICATION FORM**  
(found in this packet)

**7. RELEASE OF ANY LIENS AND/OR JUDGMENTS ON TITLE REPORT**

- a. **The property must be clear of all liens except the first and second security instruments securing the HECM loan.**

8. **COMPLETE & SIGN AN HOA CONTACT FORM**  
(Included in this packet, even if you are not in an HOA or Condo Association)
9. **PROOF OF HOA/CONDO FEES ARE PAID TO DATE**
  - a. Must be Statement from HOA or Condo Association. Receipts are not acceptable.
10. **PROOF OF RETIRED TITLE FOR MOBILE HOME** (if applicable)
11. **SIGNED AND NOTARIZED COMPLETE TOLLING FORBEARANCE AND RELEASE AGREEMENT**  
**(This document will be sent to you at a later date.)**
  - a. The original, executed agreement must be signed, notarized, and returned by mail.
  - b. Copies, faxes, or emails of this document are not acceptable.
12. **IF THE PROPERTY HAS SUSTAINED DAMAGE AND NOT YET BEEN REPAIRED**
  - a. Please contact our Loss Draft department at 833-650-4844 for additional details.
  - b. The damage and any insurance claim(s) **MUST** be resolved before the NBS application can be submitted for HUD approval.

## OCCUPANCY CERTIFICATION

Please complete, sign and return this form to [NBS@reversedepartment.com](mailto:NBS@reversedepartment.com) or by fax to (888) 509-9488.

Loan Number: \_\_\_\_\_

One of the conditions of the Mortgagee Optional Election ("MOE") Assignment option made available by the Department of Housing and Urban Development ("HUD") to qualifying Non-Borrowing Spouses requires you to confirm that the property located at \_\_\_\_\_  
(Property Address)

was your principal residence from \_\_\_\_\_ to \_\_\_\_\_  
(from date) (to date)

In addition, you will also need to confirm that you do currently occupy the property referenced above as your principal residence. If approved, you will be required to verify, in writing, your continued occupancy of the property on an annual basis.

**I/We, the undersigned, certify under penalty of perjury that the information provided above and below is true and correct.**

**WARNING: Anyone who knowingly submits a false claim or makes a false statement is subject to criminal and/or civil penalties, including confinement for up to five years, fines, and civil and administrative penalties. (18 U.S.C. §§ 287, 1001, 1010, 1012, 1014; 31 U.S.C. §§ 3729, 3802).**

**Please sign and date this occupancy certification verifying the property shown below is your primary residence. Failure to certify your occupancy may result in the MOE Assignment being denied or the loan being called due and payable. Thank you very much for prompt attention to this matter.**

<b>OCCUPANCY CERTIFICATION</b>			
By signing below, I _____, certify that my residence at			
_____	_____	_____	_____
<i>(Address)</i>	<i>(City)</i>	<i>(State)</i>	<i>(Zip)</i>
continues to be and has been my primary residence since _____			
<i>(date)</i>			
_____		_____	
<i>(Non-Borrowing Spouse's Signature)</i>		<i>(date)</i>	

Please take this opportunity to help us update our records by providing us with any changes to phone numbers for you.

Mobile Number: \_\_\_\_\_ Home Number: \_\_\_\_\_

Please also provide the name, telephone number and address of an alternate contact. The alternate contact information is necessary in case we are unable to reach you directly.

Name: \_\_\_\_\_ Telephone Number: \_\_\_\_\_

Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

## Surviving Non-Borrowing Spouse Certification

**Loan Number:** \_\_\_\_\_

I hereby agree, acknowledge, and certify that I was married to and remained married to \_\_\_\_\_, a HECM borrower, at the time the HECM was originated and throughout the remainder of [his/her] life; or, if, at the time of HECM loan origination, prohibited from legally marrying the HECM borrower based on the gender of both the borrower and the Non- Borrowing Spouse, I was engaged in a committed relationship with \_\_\_\_\_, a HECM borrower, at the time the HECM was originated, but prior to the death of the HECM borrower, I was legally married to the HECM borrower \_\_\_\_\_ as determined by the law of the state in which I and the borrower resided or the state of celebration. I certify that the information provided in this agreement, acknowledgment, and certification is true and accurate. I acknowledge that my spouse's HECM is currently eligible to be called due and payable under the original terms of the mortgage contract as a result of [his/her] death and that the mortgagee is electing to assign my spouse's HECM to FHA. I further acknowledge and agree that if assignment is accepted, the HECM will not be called due and payable until my death or such time as I cease to be eligible for a deferral. As a result, I acknowledge that I will be granted a qualified deferral of the obligation to repay the loan, provided I continue to comply with the terms of this agreement and certification. I further understand and agree that in order to qualify for a deferral of due and payable status, I must:

1. Disclose and provide consent to the verification of my Social Security Number or Taxpayer Identification Number;
2. Continue to occupy the property securing my spouse's HECM as my Principal Residence;
3. Acknowledge and agree that I will not receive any disbursements from my spouse's HECM;
4. Ensure that all obligations of the HECM borrower continue to be satisfied without reliance on any disbursement from the HECM, including the obligation to pay property charges and insurance even if the HECM would have allowed for the payment of these charges from the available proceeds;
5. Ensure the HECM is not and will not become eligible to be due and payable for any reason other than the death of the last surviving borrower;
6. Annually certify that all conditions necessary for assignment are and continue to be met; and
7. Provide any documentation required to evidence my compliance with the requirements of the assignment and deferral of due and payable status.

Loan Number: \_\_\_\_\_

I agree and acknowledge that should any of these obligations cease to be met, the Deferral Period shall cease, my spouse's HECM will immediately become due and payable, and as a result I must satisfy the mortgage in accordance with existing HUD policy in order to avoid foreclosure of the mortgage and sale of the property.

**I/We, the undersigned, certify under penalty of perjury that the information provided above and below is true and correct.**

**WARNING: Anyone who knowingly submits a false claim or makes a false statement is subject to criminal and/or civil penalties, including confinement for up to five years, fines, and civil and administrative penalties. (18 U.S.C. §§ 287, 1001, 1010, 1012, 1014; 31 U.S.C. §§ 3729, 3802).**

\_\_\_\_\_  
Printed Name\*

\_\_\_\_\_  
Phone Number

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Mailing Address

**If there is a Attorney-in-Fact signing on behalf of the Non-Borrowing Spouse, please use the signature line below. If you have not provided a copy of the Power of Attorney, please include it.**

\_\_\_\_\_ as Attorney-in-Fact for \_\_\_\_\_,  
(Attorney-in-Fact's Printed Name) (Non-Borrowing Spouse Name)

under the Power of Attorney dated \_\_\_\_\_.

\_\_\_\_\_  
Attorney-in Fact's Signature

\_\_\_\_\_  
Date

## Homeowner's Association Contact Information

Loan Number: \_\_\_\_\_

One of the conditions of the Mortgagee Optional Election ("MOE") Assignment option made available by the Department of Housing and Urban Development ("HUD") to qualifying Non-Borrowing Spouses requires all applicable homeowner association assessments and/or dues be maintained in a current status at all times.

Please request a current statement of your dues/assessments and a copy of the from your homeowner's association, as well as a copy of the Declarations Page for their Master insurance policy and include them with this document.

For future requests, please fill out the following form allowing us to make this request directly to your Homeowner or Condo association.

Please check here and sign the bottom of this form if there is NO Homeowners or Condo Association and you DO NOT pay HOA fees or Condo dues on the property.

Homeowners/Condo Association Name: \_\_\_\_\_

Association Address: \_\_\_\_\_

Association Phone Number: \_\_\_\_\_

Contact: \_\_\_\_\_

I (we), the undersigned, do hereby authorize the above Homeowners or Condo Association to release or otherwise provide my information contained in my association records, including account history, account balance and account obligations to the Reverse Mortgage Servicing Department.

Facsimile, digital, or photostatic copies of the Authorization will be considered as valid as the original. I understand that this authorization may be revoked in writing at any time, except to the extent that action has been taken in reliance on this authorization. I understand that I have a right to receive a copy of this authorization upon my request.

\_\_\_\_\_  
Homeowner Signature (required)

\_\_\_\_\_  
Date

## Affidavit of Continuous Marriage – Deceased Spouse

Loan Number: \_\_\_\_\_

BEFORE ME, the undersigned authority, on this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, personally appeared \_\_\_\_\_, a **Single Person** ("Affiant"), who being first duly sworn upon oath, deposes and says:

1. That Affiant and \_\_\_\_\_ were married upon obtaining title to the following described property:  
\_\_\_\_\_  
\_\_\_\_\_
  
2. That Affiant and \_\_\_\_\_ remained married to each other continuously, without interruption from the date of taking title to subject property until the date of death of \_\_\_\_\_ on \_\_\_\_\_.
  
3. That Affiant has continuously maintained the described Property as his/her primary residence since obtaining the title to the Property.

FURTHER THE AFFIANT SAYETH NOT.

\_\_\_\_\_  
Signature of Affiant

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Address

\_\_\_\_\_  
City, State, and Zip

\_\_\_\_\_  
Telephone Number

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me by means of \_\_\_physical presence or \_\_\_online notarization, this \_\_\_\_\_, by \_\_\_\_\_

(date)

(name of person acknowledging)

who is personally known to me or who has produced

\_\_\_\_\_ as identification.

(type of identification)

\_\_\_\_\_  
(Signature)

(Seal)

\_\_\_\_\_  
Notary's Printed Name

Commission Expires: \_\_\_\_\_