MULTI-FAMILY REAL ESTATE SECOND MORTGAGE LOANS
This Eligibility Checklist assists pledgors who have executed the appropriate Advances, Pledge and Security Agreement in determining eligibility of loans for pledging to FHLB Des Moines. A "**NO**" answer indicates the loan is not eligible under FHLB Des Moines guidelines.

GE	GENERAL ELIGIBILITY	YES	NO
	The requirements of this checklist are specific to the collateral type shown above. Additional Eligible Member Collateral requirements common to pledged loan collateral are identified in Collateral Procedures and the General Eligibility Checklist. The preparer should have familiarity with all eligibility guidance prior to proceeding with eligibility determination via this checklist.		

PN	PROMISSORY NOTE	YES	NO
1.	**Note Execution**: Executed with proper signatories and capacities as authorized by any applicable borrowing resolution/other authority.		
2.	**Loan Terms**: Maturity Term ≤ 40 years measured from first payment date following origination or last modification. Principal & interest payments required.		
3.	**Disbursement**: Loan is fully disbursed and non-revolving.		
4.	**Participation:** Loan is not participated or a participation interest.		

SI	SECURITY INSTRUMENT: Mortgage (or Deed of Trust) and/or Security Agreement	YES	NO
1.	**Security Instrument Existence:** Note is secured with an unexpired mortgage recorded in the proper jurisdiction. Mortgage and mortgage modifications are recorded, original or copy in file. Loan disbursements are supported by the security instrument type (e.g. closed end, future advance).		
2.	**Note Security:** Mortgage (or collateral property) is linked to/cited as security for subject note.		
3.	**Secured Party Citation**: Mortgage directly cites member (or pledgor on behalf of member) as secured party or via recorded assignment.		
4.	**Instrument Execution**: Mortgage is properly executed and acknowledged: • By all title holders/owners of record including spouses if required by state law (fractional or undivided interests not acceptable). If title is vested in a former name, affidavit of identity or similar notation on mortgage required. • Non-natural persons: Executed by and in proper capacity(s) per authorizing documentation. • 3rd Party Pledge/Secured Guarantee/Hypothecation Agreement: Executed by and in proper capacity(s) and acknowledged as security for subject loan or borrower. • Mortgage notarized acknowledging signers in proper capacity.		
5.	**Secured Debt Amount**: Amount equals or exceeds loan's current unpaid principal balance (UPB).		
6.	**Assumptions:** For assumed loans, executed assumption agreement is recorded.		

LV	LIEN VERIFICATION	YES	NO
1.	**Lien Search Existence**: Evidenced lien search of the encumbered property (e.g. title policy, attorney's opinion, O&E/title report, or detailed internal lien search).		

2.	**Lien Search Date and Quality**: Execution by all titleholders, legal description of encumbered property, recordation, and lien position (lien search must assess all potential prior liens).
	• **Non-Blanket APSA Members:**
	  • Post Closing with recorded mortgage
	• **Blanket APSA Members:**
	  • Post Closing with recorded mortgage, or
	  • Pre Closing obtained with the loan's origination with recorded mortgage & prior lien recorded satisfaction(s)
	• **Exceptions:**
	  • Loans originated within 6 months of Collateral Reporting Date: Pre Closing obtained with the loan's origination while post-closing lien search is finalized.		

3.	**Lien Position:** Lien search cites subject mortgage as **second** lien; the **superior first lien mortgage** must be for the benefit of the member (or pledgor on behalf of member) and not pledged to any other creditor; all prior mortgage and non-mortgage liens are released**.** • **For second mortgage lines, your institution also holds the first mortgage**. • Property Taxes/Other Subsequent Liens: Taxes and assessments not past due one year or more. Not subordinated to Property Assessed Clean Energy (PACE) or other liens. • Prior Ground Leases: Mortgages primed by ground lease not eligible unless recorded ground lease subordination or Non-Disturbance and Attornment Agreement executed by lessor. • Leasehold Mortgage: File evidences lessor consent, leasehold interest property valuation and lease maturity equal ≥ note maturity. Assignments of leasehold interests are not eligible.		

CV	COLLATERAL CONDITIONand VALUATION	YES	NO
1.	**Collateral Property Type and Conditions**: Secured by a multi-family property located in the U.S. or its territories. • Mixed Use: Value of multi-family property > 50% of total property value. • Condition/Use/Occupancy: Property is not deteriorated, contains unremediated recognized environmental conditions or used (includng via leasing rights) for matters which imperil value or encumbrance. Use is lawfully permissible by all federal, state and local regulations. Property is not currently vacant (entire multi-family property). • Property Insurance: Loans with UPB ≥ $5,000,000, file evidences property insurance for benefit of pledgor with coverage sufficient for the improved property. • Ineligible Property Type: Not land or land in development or other ineligible collateral type listed in Collateral Procedures: Section 2.2.		
2.	**Valuation Existence and Requirements**: Depository Members: File evidences property valuation in compliance with member's regulatory requirements. Nondepository Members: Certified appraisal is required unless prior arrangements have been agreed.		
3.	**Qualifying LTV**: ≤ 80% (see General Eligibility Checklist for QLTV definition).		

Loan is eligible for pledging as Multi-Family Real Estate Second Mortgage Loan collateral:	YES	NO
Completed By/Date:		