# NCLC REPORTS

## Bankruptcy and Foreclosures Edition

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Developments and Ideas For the Practice of Consumer Law

## Special Issue on Mortgage Modification Programs

## Home Affordable Modification Program

Homeowners who are behind on their mortgage may be offered the opportunity to modify the terms of their first mortgage under the Home Affordable Modification Program (HMP) developed by the U.S. Department of the Treasury and implemented on March 4, 2009. Homeowners are offered a modification that lowers their monthly mortgage payment to a targeted 31% of their monthly gross income. This level of payment will be achieved by reducing the interest rate, extending the term of the loan, or deferring payment on a part of the principal.

Servicer participation in the Making Home Affordable Modification Program is voluntary. However, Fannie Mae, Freddie Mac, and financial institutions receiving assistance under the Financial Stability Plan are required to implement the program. The federal government is offering substantial incentives to servicers, and most major servicers have agreed to participate.

Participating servicers must enter into a Servicer Participation Agreement with the Department of Treasury which requires that they review the eligibility of any borrower who asks to be considered for the program.[1] A list of participating servicers and lenders is posted on the program's website, www.financialstability.gov.[2]

The program is temporary and ends December 31, 2012. Treasury estimates that 3 to 4 million "at risk" borrowers may be assisted by the program. More information on the Making Home Affordable Modification Program, including a fact sheet, is available on NCLC's website at www.consumerlaw.org/issues/financial_distress/loan_modification.shtml.

### Who Is Eligible?

A critical eligibility requirement is that default in payment by the borrower must be reasonably foreseeable. The servicer must make a determination of whether payment default is imminent based on the servicer's standards consistent with applicable contracts with investors and accounting rules. Borrowers who are current on their mortgage are eligible for a modification as well as those who are sixty or more days behind. If the servicer determines default is imminent, it must then apply the "net present value" test discussed below.

Every borrower and co-borrower must also sign a hardship affidavit (but does not need to be notarized) which describes any current or anticipated hardship, such as reduction or loss of income, change in household financial circumstances, recent or upcoming change in mortgage payment, increase in other expenses, lack of sufficient cash reserves, excessive debt payments, or overextension with creditors.

Other key eligibility requirements include:

- The borrower must have a monthly mortgage payment ratio before modification that is greater than 31% of the borrower's monthly gross income.[3]
- Borrowers who are in bankruptcy may be considered for a modification at the servicer's discretion.
- Borrowers who received a chapter 7 discharge and who did not reaffirm the mortgage sought to be modified are eligible, provided that the agreement is appropriately revised.[4]
- There is no minimum or maximum loan-to-value ratio for eligibility purposes.

### The Net Present Value (NPV) Test

The servicer is required to perform a net present value (NPV) test on loans that are at least sixty days delinquent or at risk of default. The NPV test seeks to compare the net present value of the money the servicer would receive if the loan were modified with what would be received if no modification were made. If the servicer can expect a greater return from modifying the mortgage (the NPV of the modified loan is higher than the NPV of the loan before modification), then the modification is considered to be "NPV positive" and the servicer must modify the mortgage absent fraud or a prohibition in the securitization contracts. If contractual agreements (such as pooling and servicing agreements) restrict participation in the program, servicers are required to use reasonable efforts to obtain waivers or approvals from the parties.

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1 A copy of the Servicer Participation Agreement can be obtained on the HMP's administrative website for servicers at: www.hmpadmin.com.

2 Copies of executed agreements with participating servicers can be obtained at: www.financialstability.gov/impact/contracts_list.htm. The following servicers have thus far signed Servicer Participation Agreements: Bank of America, Chase Home Finance, CitiMortgage, Countrywide, GMAC Mortgage, Inc., Green Tree Servicing L.L.C., Home Loan Services, Inc., Ocwen, Saxon Mortgage Services, Inc., Select Portfolio Servicing, Wells Fargo Bank, Wilshire Credit Corporation.

3 The borrower's "monthly gross income" is the borrower's income amount before any payroll deductions and includes wages and salaries, overtime pay, commissions, fees, tips, bonuses, housing allowances, other compensation for personal services, Social Security payments, including Social Security received by adults on behalf of minors or by minors intended for their own support, and monthly income from annuities, insurance policies, retirement funds, pensions, disability or death benefits, unemployment benefits, rental income and other income.

4 The following language must be added to the agreement: "I was discharged in a Chapter 7 bankruptcy proceeding subsequent to the execution of the Loan Documents. Based on this representation, Lender agrees that I will not have personal liability on the debt pursuant to this Agreement."

If the test produces a "NPV negative" because the projected return would be greater without a modification, the servicer has the option to modify the loan in its discretion. If the mortgage is serviced for a third-party investor, the servicer in this situation must obtain the investor's express permission. Unlike the FDIC modification program discussed *infra*, details of the specific factors considered under the NPV test for the HMP have not yet been released.

### Which Mortgages Qualify to Be Modified?

The mortgage to be modified must have been originated on or before January 1, 2009, and be secured by an owner-occupied one- to four-unit property. Eligible first lien mortgages must have an unpaid principal balance (prior to capitalization of the arrears) equal to or less than:

- One unit: $ 729,750
- Two units: $ 934,200
- Three units: $1,129,250
- Four units: $1,403,400

### How Is Affordability Determined?

Servicers must follow a specified sequence of steps ("Standard Modification Waterfall") in order to reduce the monthly payment to no more than 31% of the homeowner's gross monthly income. These modification steps are:

- **Step 1**: The modification sequence first requires the servicer to capitalize any accrued interest, escrow advances to third parties, and servicing advances paid to third parties (not retained by the servicer) related to preservation of the property and enforcement of the mortgage, if allowed by state law. Only third-party delinquency fees that are "reasonable and necessary" are to be capitalized. Late fees may not be capitalized and must be waived by the servicer if the borrower completes the initial 3-month trial period.
- **Step 2**: The next step requires reducing the interest rate. The interest rate can be reduced to as low as 2% to reach the affordability target. The interest rate on the modified loan will be fixed for 5 years and then adjusted upwards 1% (or less) per year until it reaches the interest rate cap. The interest rate cap is the lesser of: (i) the fully indexed and fully amortizing contract rate or (ii) the Freddie Mac Primary Mortgage Market Survey rate for 30-year fixed-rate mortgage loans (on the date the modification is prepared). Once capped, the rate is fixed for the remainder of the term.
- **Step 3**: If a 2% interest rate does not result in an affordable payment (31% of the homeowner's gross monthly income), then the servicer will extend the term of the loan (to a maximum of 40 years). If term extension is not permitted by an applicable pooling and servicing agreement (PSA), the servicer may reamortize the mortgage based on an amortization schedule of up to 480 months with a balloon payment due at maturity. However, negative amortization after the effective date of the modification is prohibited.
- **Step 4**: If necessary to achieve the 31% payment target, the servicer must next provide for principal forbearance. If payment on a portion of the principal is deferred, no interest may accrue on the principal forbearance amount. This amount will be a balloon payment that is due at the end of the loan term or when the loan is paid off or refinanced. Mortgage holders and servicers are not required to forgive a portion of the principal under program guidelines. However, servicers are permitted to forgive principal before any steps in the waterfall process (though subsequent steps may not be skipped).

The 31% payment target is based on the borrower's housing expense payment (principal and interest, taxes, property insurance, homeowner's or condominium association fee payments). The servicer is also required to determine the borrower's total monthly debt ratio ("back-end ratio") by considering the borrower's payments on other installment debt and liens. Counseling is required only for borrowers whose total debt-to-income ratio is equal to or greater than 55%. There shall be no cost for any required counseling.

### Other Features of the Modified Loan

The program guidelines specify that there shall be no cost for the modification and servicers cannot require that borrowers make a cash contribution. If the mortgage account does not have an escrow for taxes and insurance, the borrower must agree to set up an escrow account before the initial trial period. Presumably the no cash contribution policy should mean that any initial escrow deposit will be capitalized in the new principal amount.

### Income Verification and Trial Payment Period

HMP modifications are completed in a two-step process. The borrower is required to make monthly payments based on the proposed new loan terms for an initial three-month period under a "trial period plan." The borrower must sign and return the trial period plan along with a hardship affidavit and income verification documents. Income will be verified with an IRS Form 4506-T (Request for Transcript of Tax Return), two recent pay stubs, and the most recent tax return. Other documentation may be requested for self-employed borrowers and those with child support, Social Security, public assistance, and other forms of income. The servicer is required to temporarily suspend the foreclosure process during a three-month trial period.

If the homeowner makes the payments on time during the trial period, provides the required income documentation, and the servicer confirms that the borrower meets the eligibility criteria, the loan modification will become effective on the first day of the month following the trial period.

### Redefault and Loss of "Good Standing"

If a borrower defaults on a HMP modification after the trial period, the loan is no longer considered to be in "good standing." A borrower is in default when three monthly payments are due and unpaid as of the last day of the third month.

The consequences of default are significant. No further incentives will be paid to the servicer, investor or borrower, and the modification cannot be brought back to good standing even if the borrower subsequently cures the default. Moreover, the borrower is precluded from receiving another HMP modification. Despite the loss of good standing, however, the servicer is required to work with the borrower to cure the default on the modified loan and to consider other available loss mitigation options before initiating a foreclosure.[5] Because an HMP modification permanently changes

[5] The servicer must retain documentation of its consideration of the borrower for other loss mitigation alternatives.

the mortgage loan terms once it becomes effective following a successful trial period, the modified loan terms shall apply and are enforceable if a borrower subsequently exercises a state law cure right or the right to cure the default in a chapter 13 bankruptcy case.

### What Incentive Do Servicers Have to Participate in HMP?

Unlike previous administration programs, HMP provides for the use of government funds to pay servicers for successful loan modifications. If the borrower completes the initial 3-month trial payment period, the servicer may receive:

- An incentive payment of $1,000 for each loan modification, plus an additional $500 if the borrower was current before the loan was modified.
- An incentive payment of up to $1,000 each year for up to three years if the borrower remains in the program and the borrower's monthly mortgage payment is reduced under the HMP by 6% or more.

### Do Investors Receive an Incentive?

Perhaps as a response to complaints by some investors in private-label mortgage-backed securities about previous voluntary modification programs (and servicers' fear of investor lawsuits), the program provides the following incentives to investors in non-GSE mortgages:

- If the borrower was current before the loan was modified and the borrower's monthly mortgage payment is reduced under the HMP by 6% or more, the lender or investor will receive a one-time $1,500 bonus.
- If the borrower's monthly payment is reduced to 38% of the borrower's gross monthly income, then the program will share in the cost of any further reduction to the affordability target of 31% of the borrower's gross monthly income.

### Do Borrowers Receive an Incentive?

Borrowers will receive an incentive payment that will be applied towards reducing the principal balance of the mortgage. So long as the borrower remains current on the modified mortgage, he or she will receive $1,000 each year for up to five years. The incentive payment is to be applied first to the interest bearing unpaid principal balance (before being applied to any deferred principal forbearance).

### What About Secondary Mortgage Holders?

Treasury recently announced a program to deal with second liens. The Second Lien Program is intended to work with the HMP and provides two alternatives for second lien holders—accept a modification of the loan or receive a payment in exchange for release of the lien:

- **Modification Option**: The interest rate must be reduced to 1% for amortizing loans and 2% for interest-only loans. After five years, the interest rate on the second lien will step up to the then current interest rate on the modified first mortgage, with the same interest rate cap as on the first lien. Treasury will share in the cost of the interest reduction. The loan term must be extended to match the term on the modified first mortgage. Also, there must be principal forbearance in the same proportion as any done on the first lien.
- **Payment Option:** Lenders and investors can alternatively extinguish the second lien in exchange for payment based on a program formula. For loans that are more than 180 days past due, the lender or investor will be paid 3 cents per dollar of unpaid principal balance (UPB) extinguished. For loans that are less than 180 days past due, a higher range of payments are allowed depending upon the second lien's LTV and the borrower's back-end DTI, ranging from 4 cents per dollar of UPB extinguished for a second lien with greater than 140% LTV and 55% DTI to 12 cents per dollar of UPB extinguished for a second lien with less than 110% LTV and 55% DTI.

### Will the HMP Help?

This program could help many homeowners get back on track. Servicers and investors are provided incentives to participate in the program and are even encouraged to modify loans for homeowners who are current on their mortgage. This could enable homeowners to obtain a loan modification that is affordable in the long term. However, even with the use of TARP funds to fund interest rate reductions and provide incentives, it is not certain that the program effectively addresses many of the actual and perceived obstacles which have prevented previous voluntary modification programs from being successful. Moreover, legislation that would enable mortgages to be modified in bankruptcy, which would provide the "stick" needed to make voluntary modifications occur outside bankruptcy, remains stalled in Congress.

## Making Home Affordable Refinance Program

The Making Home Affordable Refinance Program is designed to assist homeowners who are current on their mortgage but who wish to refinance into a more affordable loan. The program also targets homeowners who are unable to refinance because of declining property values. Homeowners will be offered a fixed-rate mortgage with a fifteen- or thirty-year term. Only homeowners with loans that are owned or securitized by Fannie Mae or Freddie Mac will qualify for this program. The program is temporary and ends June 2010.

### Who Is Eligible?

Key eligibility requirements:

- The homeowner must be the owner occupant of a one- to four-unit property.
- Loan must be owned or securitized by Fannie Mae or Freddie Mac.
- The homeowner must be current on his or her mortgage. Current means the homeowner has not been more than thirty days late in the past twelve months.
- The program applies only to first mortgages that do not exceed 105% of the current market value of the property.

### Is the Mortgage Owned or Securitized by Fannie or Freddie

Both Fannie Mae and Freddie Mac have toll-free telephone numbers and websites to provide information on loans they own or securitize (1-800-7FANNIE (8 a.m. to 8 p.m. EST) and www.fanniemae.com/homeaffordable for Fannie and 1-800-FREDDIE (8 a.m. to 8 p.m. EST) and www.freddiemac.com/avoidforeclosure for Freddie.

### Key Features of the New Loan

The interest rate on the loan will be based on the market rate in effect at the time of the refinance. The loan will not include prepayment penalties or balloon payments, and the borrower cannot receive cash from the loan. Only transaction costs, such as the cost of an appraisal or title report, may be included in the refinanced amount.

### Will the Making Home Affordable Refinance Program Help?

This program is targeted at, and should assist, homeowners who may be at risk of default by refinancing them into an affordable loan. Currently, many of the homeowners at the highest risk of default and foreclosure do not have loans owned or securitized by Fannie Mae or Freddie Mac. Those that do may live in areas that have seen significant property value reductions and may not be able to refinance at below the 105% LTV requirement. These homeowners will need to consider other refinancing programs.

## FAQs on the FDIC NPV Spreadsheet

To date, there is no publicly available spreadsheet for the Making Home Affordable Program. Treasury has prepared an illustrative spreadsheet, but neither that spreadsheet nor the numbers used for the redefault rate, home appreciation forecast, or REO stigma are publicly available. Servicers are free to adjust many of the numbers in the spreadsheet, and the administration has opined that the spreadsheets used by servicers are proprietary (which may make discovery of those calculations somewhat more difficult in litigation). The public guidance provided by the administration is available at www.hmpadmin.com.

### Why Use the FDIC Spreadsheet?

- The FDIC spreadsheet allows for rapid and objective determinations as to whether or not any individual homeowner is eligible for a loan modification.
- The FDIC spreadsheet requires very few inputs from the homeowner; most of the information is publicly available or within the knowledge of both the servicer and the homeowner and could easily be brought to a mediation conference.
- The FDIC spreadsheet is verifiable: anyone can check to see whether or not a homeowner is eligible for modification.
- The FDIC spreadsheet is from the FDIC, not a liberal think tank, and uses conservative assumptions.
- The FDIC spreadsheet incorporates an example of the ubiquitous net present value (NPV) calculation to determine if a loan modification is in the interests of the mortgage holder.
- The FDIC spreadsheet is being recommended in several states for use in foreclosure mediation programs.

### What Is NPV?

NPV stands for net present value. Leading investor representatives have stated that servicers should perform loan modifications when a proposed loan modification "passes" an NPV test.[6] As discussed above, the HMP requires that a modification be made when the net present value test is passed. Most servicers should be using NPV calculations to determine whether or not to offer a loan modification to homeowners in default.

Net present value calculations compare the value to investors of a loan modification as compared to a foreclosure. These are "net" calculations because the value of a foreclosure is subtracted from the value of the loan modification and "present value" because the value of the loan modification and the value of the foreclosure are both stated in present dollars. The present value calculation discounts the future cash stream of the loan modification or the future payoff from a foreclosure by a standard interest rate (sometimes called the "discount rate"), applied over the projected length of time the foreclosure will take or the loan modification will last. The modification is also discounted for the probability that it will not perform, or, in other words, that the borrower will "redefault."

Embedded in any net present value calculation are assumptions about how much will be recovered after a foreclosure. These assumptions include a reasonable estimate of foreclosure costs, the actual current value of the home, and a forecast as to the value of the home when sold following foreclosure. The time to foreclose and the time to sell a home post-foreclosure are also critical elements.

Most net present value calculations also make assumptions as to whether or not a loan modification will perform. The redefault rate assumptions critically affect the approval or denial a loan modification.

Advocates must remember that the NPV calculation only measures the expected benefit to investors of a loan modification versus a foreclosure. NPV does not take account of claims a consumer may have, or the cost and time of litigation, or any of the larger societal costs of a preventable foreclosure. There will be many cases when a borrower may fail the NPV but should still be offered a loan modification.

### How Does the FDIC Spreadsheet Work?

- **Affordability:** The FDIC uses a range of affordability ratios, from 31% to 38% of income. The "affordability ratio" is the ratio between the homeowner's gross monthly income and the monthly mortgage payment (PITI).[7] A homeowner will not be approved for a loan modification with an affordability ratio of less than 31% or more than 38%. If a homeowner is already paying less than 31% of her income for PITI, a loan modification will not be approved. What ratio the homeowner ends up with depends on how much the payment is reduced. In general, only if the homeowner is currently paying 38% or less of her income will her ratio be reduced below 38%. In no circumstances will the final ratio be less than 31%. The target affordability ratio, once determined, drives the rest of the calculations.
- **Reduction of Payment:** Payments under the FDIC program must be reduced by at least 10%. If a 10% reduction of the payment puts the homeowner below a 31% affordability ratio, the modification will be denied.

[6] *See* American Securitization Forum, Statement of Principles, Recommendations and Guidelines for the Modification of Securitized Subprime Residential Mortgage Loans (June 2007), *available at* www.americansecuritization.com/uploadedFiles/ASF%20Subprime%20Loan%20Modification%20Principles_060107.pdf.

[7] PITI means a payment that covers principal, interest, taxes, and insurance, the latter two portions of the payment being escrowed to pay property taxes, condominium fees, hazard insurance, and the like.

Only homeowners who are currently paying more than 38% of their income in PITI will have their payments reduced by more than 10%.

- **Modified Payment:** The modified payment is calculated after the affordability standard is set. The program follows a standard waterfall: interest is reduced first, to a floor of 3%, holding the length of the loan current; next the amortization and payments are extended out to 40 years; [8] and finally, if nothing else works to get the payment low enough, principal forbearance necessary to reduce the modified payment to its target is calculated. No interest is charged on the forborne principal. Under the FDIC program and similar to HMP, the payments stay low for five years and then step up a percentage point every year, until the Freddie Mac rate effective at the time the loan modification was made is reached.
- **Foreclosure Scenario:** An REO value is determined by discounting the current value by the price appreciation forecast, the stigma of being sold as REO property rather than owner-occupied, and the estimated months to foreclosure. Assumed foreclosure costs (estimated by state) and interest losses (based on the note rate) are subtracted from the discounted current value to arrive at the REO value. The difference between this REO value and the current unpaid principal balance is then discounted to present value, using the current Freddie Mac rate for the expected rate of return. The FDIC further assumes that some percentage of foreclosures will cure on their own. If a servicer assumes that most loans in foreclosure will cure on their own, either through refinancing, or sale, or the homeowner coming up with the funds on their own to reinstate the loan, then the cost of doing a foreclosure becomes very small, and few loans will be modified. The more costly a foreclosure (the larger the negative number), the more likely a loan modification will be made.
- **Value of Modification:** The value of the modification is based on two numbers: a present value of the payment schedule and the loss suffered after a foreclosure if the loan modification fails. The present value calculation does not currently include the forborne principal, which appears to be a mistake. The loss suffered after a foreclosure is calculated in a similar manner as in the foreclosure scenario, allowing for the additional delay in prosecuting the foreclosure and the payments received before the loan modification fails. Both the present value of the payments and the loss after a foreclosure are then multiplied by the chance they will happen: the present value of the payments is multiplied by the chance that the loan modification will be successful; the loss suffered if there is a foreclosure after the loan modification is multiplied by the chance that the loan modification will fail. Those two probabilistic calculations are added together to give the value of the modification.
- **Does the Modification Pass?:** The value of the modification (cell E28) is compared to the present value of the anticipated foreclosure loss (cell B41). Both the results of the foreclosure scenario and the value of the loan modification will often be stated as negative numbers, particularly when the potential loss from a foreclosure is high (remember that the value of a modification includes the risk of a delayed foreclosure). The value of the modification may be a positive number, when, for example, the loss from a foreclosure is relatively small compared to the potential payment stream from a loan modification. As long as the value of the loan modification is greater—or represents a smaller loss—than the present value of the anticipated foreclosure, the net present value test is passed, and a modification, on the payment terms worked out by the program, is deemed to be in the best interests of the investor.

[8] If the loan has an existing schedule of longer than 40 years, that existing schedule of payments will be maintained. Earlier versions of the spreadsheet did not extend the payments, only the amortization term, due to concerns that pooling and securitization agreements—and REMIC and FASB rules—prohibited the extension of the repayment term of the loan.

### FDIC Spreadsheet's Conservative Assumptions Cut Against the Homeowner

Most of the assumptions embedded in the spreadsheet are conservative and cut against the homeowner. Key areas for advocacy when using the spreadsheet to get a loan modification include the following:

- Home price appreciation forecast (cells B32, E22);
- REO stigma discount (cell B33);
- Months to foreclosure (cell B34);
- Months to REO sale (cell B35);
- Foreclosure costs (cell B36);
- Months to redefault (cell E20);
- Redefault rate (cell E21).

### Spreadsheet's Auto-Completion Feature

The FDIC spreadsheet auto-completes several fields, including the homeowner's current monthly payment and taxes and insurance escrow amounts, as well as the Freddie Mac weekly mortgage rate. You can and should override these fields with the actual current information. The auto-completed information is often wrong and can lead to homeowners being denied loan modifications improperly. In addition to filling out the gray shaded cells, you *must* update with current information the following cells:

- Current Freddie rate (cell B5);[9]
- Current monthly mortgage payment (cell B19);
- Current interest payment (cell B20);[10]
- Monthly taxes and insurance (cell B27).

### What Are the Differences Between the HMP NPV Calculation and the FDIC Spreadsheet?

Treasury has not publicly released its model spreadsheet for the HMP and is allowing servicers to make their own, proprietary spreadsheets, thus a complete comparison is impossible. The servicer guidelines require servicers to combine the present value of the unmodified payment stream with the value realized after a foreclosure before netting the result with the value to be obtained from a modification. Servicers are also expected to include the risk of prepayment in determining the value of a loan modification (but not, apparently, in setting the value of the payment stream pre-modification). How different the results will be in practice from the FDIC spreadsheet is difficult to determine without seeing the formulae.

[9] Find the current Freddie Mac Weekly Primary Mortgage Market Survey at www.freddiemac.com/dlink/html/PMMS/display/PMMSOutputYr.jsp. The relevant rate is the 30-year mortgage rate.

[10] An easy way to get the correct amount for a fully amortizing loan is to change the reference in the formula in cell B20 from B11, the original interest rate, to B14, the current interest rate.

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## Known NPV Parameter Comparison

| | Making Home Affordable | FDIC Program |
|---|---|---|
| **Affordability Target** | 31% | 38% |
| **Redefault Rate** | Will be based on actual performance of modified loans; however, servicers are free to use their own numbers, even if higher than the average | 40% |
| **Past-due escrow and interest** | Capitalized | Capitalized |
| **Interest rate floor** | 2% | 3% |
| **Interest rate cap** | Freddie Mac Weekly Primary Market Mortgage Rate | Freddie Mac Weekly Primary Market Mortgage Rate |
| **Waterfall** | 1) Interest rate reduction<br>2) Extend term to 480 months<br>3) Principal forbearance | 1) Interest rate reduction<br>2) Extend term to 480 months<br>3) Principal forbearance |
| **Principal forgiveness permitted** | Yes | No |
| **Required reduction in payment** | 6% | 10% |
| **Discount rate (rate used for present value calculations)** | Freddie Mac Weekly Primary Market Mortgage Rate plus as much as 250 basis points | Freddie Mac Weekly Primary Market Mortgage Rate |
| **Home price appreciation forecast** | Special, nonpublic, dataset prepared by FHFA | Kay Shiller proprietary dataset |
| **REO Stigma** | Fannie Mae and Freddie Mac REO sales | ?? |