

## Summary of 2008 Amendments to Truth in Lending Act & Regulation Z

Presented by:

McGLINCHEY STAFFORD PLLC

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## Summary of 2008 Amendments to Truth in Lending Act & Regulation Z

- Good afternoon, everyone! Thank you for joining Tim and me today for our presentation and discussion of last year's amendments to the Truth in Lending Act and Regulation Z.
- Our presentation will last approximately 45 minutes, to be followed by an opportunity for you to ask questions.

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## Summary of 2008 Amendments to Truth in Lending Act & Regulation Z

- With one exception the amendments to the Truth in Lending Act and Regulation Z took effect on or before October 1, 2009. The single exception is the insurance/tax escrow requirement, which will become effective on October 1, 2010.
- The amendments attempt to achieve four primary goals:
  - Prohibit certain acts or practices for the new-to-Reg. Z higher-priced mortgage loans, as well as the now familiar high cost (HOEPA) mortgage loans;
  - Prohibit other acts or practices for all closed end credit transactions secured by a consumer's principal dwelling;
  - Revise the disclosures required in advertisements for credit secured by a consumer's dwelling and prohibit certain practices in connection with closed end mortgage advertising; and
  - Require that in transactions subject to RESPA, regardless of whether purchase money, disclosures for closed end credit secured by a consumer's dwelling, principal or not, be provided earlier in the transaction.

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### Summary of 2008 Amendments to Truth in Lending Act & Regulation Z

- Early Disclosures – Mortgage Loan Transactions Subject to RESPA (Reg. Z § 226.19(a))
  - The old regulation required that the creditor provide estimated Truth in Lending disclosures to the borrower in a residential mortgage transaction subject to RESPA at the earlier of consummation (loan closing) or three business days after receipt of a written application.
  - Residential mortgage transaction = A purchase money loan (first or junior lien) secured by the borrower's principal residence.
  - RESPA applies only to real property-secured credit transactions, *i.e.*, land home or land-in-lieu.

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### Summary of 2008 Amendments to Truth in Lending Act & Regulation Z

- Early Disclosures – Mortgage Loan Transactions Subject to RESPA (cont'd)
  - The revised regulation requires that the creditor deliver or mail estimated Truth in Lending disclosures for *all* dwelling-secured loans subject to RESPA three business days\* after receipt of a written application.
  - Disclosure delivery/mailling requirement no longer limited to residential mortgage transactions.
    - Purchase money, non-purchase money, principal residence, non-principal residence, first lien, junior lien, refinancings are all covered.
  - Timing of disclosure delivery/mailling now always three business days after receipt of written application – no longer a time of consummation alternative.
  - \* "Business day" = A day on which the creditor's offices are open to the public for carrying on substantially all of its business functions.

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### Summary of 2008 Amendments to Truth in Lending Act & Regulation Z

- Early Disclosures – Mortgage Loan Transactions Subject to RESPA (cont'd)
  - Under the revised regulation, neither the creditor nor a third party may impose a fee on the consumer in connection with consumer's mortgage loan application before consumer has received these disclosures, except for a bona fide and reasonable fee for obtaining the consumer's credit history.
  - Under the revised regulation, the closing may not occur for at least seven business days<sup>†</sup> after delivery of the estimated disclosures.
  - Under the revised regulation, if the APR becomes inaccurate (generally, greater than 1/8 of 1% above or below the APR disclosed), the creditor must provide corrected disclosures with all changed terms no later than three business days<sup>†</sup> before the closing.
- <sup>†</sup> "Business day" = All calendar days except Sundays and the federal public holidays, *e.g.* New Year's Day, Martin Luther King Day, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans Day, Thanksgiving and Christmas.

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**Summary of 2008 Amendments to Truth in Lending Act & Regulation Z**

- Early Disclosures – Mortgage Loan Transactions Subject to RESPA (cont'd)
  - Under the revised regulation, after receiving the estimated disclosures, the consumer may modify or waive the 7/3 business day<sup>1</sup>-to-close waiting period if he/she determines that an extension of credit is needed to meet a *bona fide* personal financial emergency by giving the creditor a dated written statement that describes the emergency, specifically modifies or waives the waiting period and is signed by all consumers primarily obligated.
    - Printed waiver/modification forms are prohibited.

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**Summary of 2008 Amendments to Truth in Lending Act & Regulation Z**

- Early Disclosures – Mortgage Loan Transactions Subject to RESPA (cont'd)
  - Under the revised regulation, the estimated disclosures must contain the following statement: "You are not required to complete this agreement merely because you have received these disclosures or signed a loan application."
  - Note the two different definitions of "Business Day" used in the revised regulation and when each is applicable.
    - Time between application and delivery of estimated disclosures: Business Day = Days your business is open.
    - Time between delivery or revision and closing: Business Day = Any day but a Sunday or Federal holiday.

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**Summary of 2008 Amendments to Truth in Lending Act & Regulation Z**

- Higher-Priced Mortgage Loans (Reg. Z § 226.35)
  - A "higher-priced mortgage loan" is a consumer credit transaction –
    - Secured by the consumer's principal dwelling with
    - An APR that exceeds the *average prime offer rate* for a comparable transaction as of the date the interest rate is set –
      - By 1.5 or more percentage points for loans secured by a first lien on a dwelling, or
      - By 3.5 or more percentage points for loans secured by a subordinate lien on a dwelling.

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**Summary of 2008 Amendments to Truth in Lending Act & Regulation Z**

- Higher-Priced Mortgage Loans (cont'd)
  - "Higher-priced mortgage loan" does not include a –
    - Construction loan or
    - Bridge loan with a term of 12 months or less, **but** –
  - Unlike the Reg. Z provisions relating to high-cost home loans (HOEPA), it does include both a purchase money and a non-purchase money loan secured by the borrower's principal dwelling.
    - This means that with respect to manufactured housing all types of credit transactions will be covered – retail installment sale, direct loan and land home – as long as the home is a principal dwelling.

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**Summary of 2008 Amendments to Truth in Lending Act & Regulation Z**

- Higher-Priced Mortgage Loans (cont'd)
  - The "average prime offer rate" will be published weekly by the Federal Reserve Board (the "Board") and means an APR derived from average interest rates, points and other loan pricing terms currently offered to consumers by a representative sample of creditors for mortgage transactions that have low-risk pricing characteristics.
    - The survey the Board will rely on for the foreseeable future is the Primary Mortgage Market Survey® (PMMS) conducted by Freddie Mac. The Board will conduct its own survey if it becomes appropriate or necessary to do so.
      - See Freddie Mac website for weekly Primary Mortgage Market Surveys:  
<http://www.freddie.mac.com/dlink/html/PMMS/display/PMMSOutputYr.jsp>.

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**Summary of 2008 Amendments to Truth in Lending Act & Regulation Z**

- Higher-Priced Mortgage Loans
  - Evasion (Reg. Z § 226.35(b)(4))
    - A creditor may not structure a credit transaction secured by a consumer's principal dwelling that does not meet Regulation Z's definition of open-end credit as an open-end plan in order to evade Reg. Z's higher-priced mortgage loan requirements .

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**Summary of 2008 Amendments to Truth in Lending Act & Regulation Z**

- High-Cost Mortgage Loans (HOEPA) and Higher-Priced Mortgage Loans
  - Repayment Ability (Reg. Z §§ 226.34(a)(4) and 226.35(b)(1))
    - The creditor may not extend credit to a consumer based on the value of the collateral (*i.e.*, the manufactured home) that will secure the loan but instead must evaluate the consumer's repayment ability by considering –
      - The consumer's (i) current and reasonably expected income from employment and other sources or (ii) assets other than the collateral;
      - Current obligations; and
      - Obligations related to the proposed high-cost or higher-priced loan (*e.g.*, expected property taxes, premiums for mortgage-related insurance required by the creditor, homeowners association dues and similar expenses).

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**Summary of 2008 Amendments to Truth in Lending Act & Regulation Z**

- High-Cost Mortgage Loans (HOEPA) and Higher-Priced Mortgage Loans
  - Repayment Ability (cont'd)
    - A creditor may choose between/rely upon –
      - Current or reasonably expected income from employment or other sources;
      - Assets other than the collateral; or
      - Both.
    - The creditor must verify the consumer's current obligations and the amounts of income or assets it relies on to determine repayment ability, including expected income or assets, by reviewing the consumer's W-2 forms, tax returns, payroll receipts, financial institution records or other third-party documents that provide reasonably reliable evidence of the consumer's income or assets and current obligations.

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**Summary of 2008 Amendments to Truth in Lending Act & Regulation Z**

- High-Cost Mortgage Loans (HOEPA) and Higher-Priced Mortgage Loans
  - Repayment Ability (cont'd)
    - Repayment ability is to be determined as of the loan closing using the largest payment of principal and interest scheduled during the first seven years of the loan.
      - Creditor does not violate this rule if consumer defaults because of a significant reduction in income (*e.g.*, a job loss) or a significant obligation (*e.g.*, a major medical expense) that occurs after closing, unless creditor has knowledge as of closing of coming reductions in income, such as the consumer's plans to retire without obtaining new employment or income.

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**Summary of 2008 Amendments to Truth in Lending Act & Regulation Z**

- High-Cost Mortgage Loans (HOEPA) and Higher-Priced Mortgage Loans
  - Repayment Ability (cont'd)
    - Section 226.34(a)(4)(iii)(B)-1 of the Commentary to the revised regulation sets forth examples of how the maximum scheduled payment is to be calculated for purposes of the regulation and its repayment ability/verification standards in high-cost or higher-priced loans for the following loan types:
      - Balloon-payment loans with fixed interest rate; fixed-rate loan with interest-only; fixed-rate loan with interest-only payment for seven years; variable-rate loan with discount for five years; variable-rate loan with discount for seven years; and step-rate loan.

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**Summary of 2008 Amendments to Truth in Lending Act & Regulation Z**

- High-Cost Mortgage Loans (HOEPA) and Higher-Priced Mortgage Loans
  - Repayment Ability (cont'd)
    - Determination of repayment ability must also take into account at least one of the following:
      - Debt-to-income ("DTI") ratio – The ratio of total debt obligations to income or
      - Residual income – The income the consumer will have after paying debt obligations.
    - Neither the regulation nor the Commentary contains quantitative thresholds for either of these tests.

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**Summary of 2008 Amendments to Truth in Lending Act & Regulation Z**

- High-Cost Mortgage Loans (HOEPA) and Higher-Priced Mortgage Loans
  - Repayment Ability (cont'd)
    - To prove a violation of the revised regulation's repayment ability obligations, the consumer will not have to prove creditor engages in "pattern or practice" of extending high-cost/higher-priced credit without regard to consumer's repayment ability, which was the former HOEPA standard, but only that the creditor did not follow the new rules contained in the revised regulation in his/her case.

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**Summary of 2008 Amendments to Truth in Lending Act & Regulation Z**

- High-Cost Mortgage Loans (HOEPA) and Higher-Priced Mortgage Loans
  - Prepayment Penalties (Reg. Z §§ 226.32(d)(7), 226.34(a)(4)(ii) and 226.35(b)(2))
    - The prepayment penalty rules below apply to both high-cost (HOEPA) and higher-priced mortgage loans.
    - Former high-cost (HOEPA) regulation allowed prepayment penalty during first 5 years of loan, assuming other conditions were satisfied. Revised regulation reduces this period to 2 years, and that is also the rule for higher-priced mortgage loans.
      - The "other conditions" –
        - Prepayment penalties not prohibited under applicable state law.
        - Neither the creditor nor an affiliate of the creditor is doing the refinancing.

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**Summary of 2008 Amendments to Truth in Lending Act & Regulation Z**

- High-Cost Mortgage Loans (HOEPA) and Higher-Priced Mortgage Loans
  - Prepayment Penalties (cont'd)
    - Former high-cost regulation prohibited prepayment penalty if consumer's total monthly debts (including the high-cost mortgage loan) did not exceed 50% of consumer's monthly gross income, as verified by consumer's signed financial statement, credit report and employer's payment records.
    - Revised regulation drops this verification method in favor of one which requires the creditor to verify expected income or assets by following the repayment ability/verification standards discussed above.

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**Summary of 2008 Amendments to Truth in Lending Act & Regulation Z**

- High-Cost Mortgage Loans (HOEPA) and Higher-Priced Mortgage Loans
  - Prepayment Penalties (cont'd)
    - Revised regulation prohibits prepayment penalties if amount of periodic payment of principal or interest or both may "change" ( e.g., variable rate, step rate – see Reg. Z Commentary § 226.32(d)(7)(iv)-1 and -2) during first 4 years of loan.

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**Summary of 2008 Amendments to Truth in Lending Act & Regulation Z**

- Higher-Priced Mortgage Loans
  - Escrows (Reg. Z § 226.35(b)(3) )
    - Beginning October 1, 2010, a creditor may not take an application for a loan secured by a first lien on a principal dwelling unless an escrow account is established before closing for payment of –
      - Property taxes and
      - Premiums for mortgage-related insurance required by the creditor
    - Mortgage-related insurance = Insurance against loss of or damage to the collateral or liability arising out of the ownership or use of the collateral or insurance protecting the creditor against the consumer's default or other credit loss.

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**Summary of 2008 Amendments to Truth in Lending Act & Regulation Z**

- Higher-Priced Mortgage Loans
  - Escrows (cont'd)
    - The *consumer* may cancel the escrow a year after closing by doing so in writing, signed and dated by the consumer.
      - The creditor is not permitted to cancel on its own initiative.
      - However, unlike the Reg. Z rule that requires a consumer waiving the rescission period to do so in his/her own handwriting, this is not a requirement where consumer-initiated escrow cancellation is concerned - only the signature and the date must be in the consumer's own hand.

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**Summary of 2008 Amendments to Truth in Lending Act & Regulation Z**

- Higher-Priced Mortgage Loans
  - Escrows (cont'd)
    - The applicable regulations, Z (Truth in Lending) and X (RESPA) - actually, Reg. Z directs you to Reg. X - set forth the rules for calculating or analyzing the amounts to be held in escrow and establishing "cushions", *i.e.*, an amount in excess of what you believe you will need in order to cover tax or insurance premium increases, sending and form of escrow statements, etc.
      - You should follow the procedures set forth in Reg. X § 3500.17, to determine the amount to be paid by the consumer and placed in escrow initially and for subsequent years.

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## Summary of 2008 Amendments to Truth in Lending Act & Regulation Z

- Advertisements – Dwelling-Secured Loans (Reg. Z § 226.24)
  - The revised regulation makes the following changes to advertising requirements in connection with closed-end dwelling-secured loans:
    - An “advertisement” is a commercial message in any medium that directly or indirectly promotes a credit transaction.
      - Examples include messages in a newspaper, magazine, leaflet, promotional flyer or catalog; announcements on radio, television or public address system; on-line messages, such as on the Internet; direct mail literature or other printed material on any exterior or interior sign; point-of-sale displays; telephone solicitations; price tags that contain credit information; letters sent to customers as part of an organized solicitation of business; messages on account statements offering loans at a stated annual percentage rate; and communications promoting a new credit plan or transaction.

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## Summary of 2008 Amendments to Truth in Lending Act & Regulation Z

- Advertisements – Dwelling-Secured Loans (cont'd)
  - These rules apply to all manufactured home credit transactions - retail installment sale, direct loan and land home – principal residence or otherwise – first or junior lien – prime, high-cost and higher-priced.
  - *Disclosure of Rates.* If an advertisement states a simple annual rate of interest (e.g., a “teaser rate”) and more than one simple annual rate of interest will apply over the term of the advertised loan, the advertisement must disclose in a clear and conspicuous manner:
    - Each simple annual rate of interest that will apply (if variable-rate, it must be a rate determined by adding an index and margin and be disclosed based on an index and margin used within the past 30-60 days, depending on advertising medium);
    - The period of time during which each simple annual rate of interest will apply; and
    - The APR for the loan.

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## Summary of 2008 Amendments to Truth in Lending Act & Regulation Z

- Advertisements – Dwelling-Secured Loans (cont'd)
  - *Clear and Conspicuous Requirement – Disclosure of Rates.* “Clearly and conspicuously” disclosed means that the required rate information must be disclosed with equal prominence and in close proximity to any advertised rate that triggered the required disclosures, except for the APR, which may be disclosed with greater prominence than the other information.

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## Summary of 2008 Amendments to Truth in Lending Act & Regulation Z

- Advertisements – Dwelling-Secured Loans (cont'd)
  - *Disclosure of payments.* If an advertisement states the amount of any payment, the advertisement must disclose in a clear and conspicuous manner:
    - The amount of each payment that will apply over the term of the loan, including any balloon payment (if variable-rate, payments must be determined by adding an index and margin and be disclosed based on an index and margin used within the past 30-60 days, depending on advertising medium);
    - The period of time during which each payment will apply; and
    - In an advertisement for credit secured by a first lien on a dwelling, the fact that the payments do not include amounts for taxes and insurance premiums, if applicable, and that the actual payment obligation will be greater.

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## Summary of 2008 Amendments to Truth in Lending Act & Regulation Z

- Advertisements – Dwelling-Secured Loans (cont'd)
  - *Clear and Conspicuous Requirement – Disclosure of Payments.* "Clearly and conspicuously" disclosed means that the required payment information must be disclosed with equal prominence and in close proximity to any advertised payment that triggered the required disclosures.

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## Summary of 2008 Amendments to Truth in Lending Act & Regulation Z

- Advertisements – Dwelling-Secured Loans (cont'd)
  - *Tax implications.* If an advertisement distributed in paper form or through the Internet (rather than by radio or television) is for a loan secured by the consumer's principal dwelling, and the advertisement states that the advertised extension of credit may exceed the fair market value of the dwelling, the advertisement must clearly and conspicuously state that:
    - The interest on the portion of the credit extension that is greater than the fair market value of the dwelling is not tax deductible for Federal income tax purposes; and
    - The consumer should consult a tax adviser for further information regarding the deductibility of interest and charges.

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**Summary of 2008 Amendments to Truth in Lending Act & Regulation Z**

- Advertisements – Dwelling-Secured Loans (cont'd)
  - *General Clear and Conspicuous Requirements –*
    - *Clear and Conspicuous Standard – Internet Advertisements.* A clear and conspicuous disclosure for visual text advertisements on the Internet for credit secured by a dwelling means that the required disclosures are not obscured by techniques such as graphical displays, shading, coloration or other devices and comply with all other requirements for clear and conspicuous disclosures.

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**Summary of 2008 Amendments to Truth in Lending Act & Regulation Z**

- Advertisements – Dwelling-Secured Loans (cont'd)
  - *General Clear and Conspicuous Requirements –*
    - *Clear and Conspicuous Standard – Televised Advertisements.* A clear and conspicuous disclosure in the context of visual text advertisements on television for credit secured by a dwelling means that the required disclosures are not obscured by techniques such as graphical displays, shading, coloration or other devices, are displayed in a manner that allows a consumer to read the information required to be disclosed, and comply with all other requirements for clear and conspicuous disclosures.
      - For example, very fine print in a television advertisement would not meet the clear and conspicuous standard if consumers cannot see and read the information required to be disclosed.

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**Summary of 2008 Amendments to Truth in Lending Act & Regulation Z**

- Advertisements – Dwelling-Secured Loans (cont'd)
  - *General Clear and Conspicuous Requirements –*
    - *Clear and conspicuous standard – oral advertisements.* A clear and conspicuous disclosure in the context of an oral advertisement for credit secured by a dwelling, whether by radio, television or other medium, means that the required disclosures are given at a speed and volume sufficient for a consumer to hear and comprehend them.
      - For example, information stated very rapidly at a low volume in a radio or television advertisement would not meet the clear and conspicuous standard if consumers cannot hear and comprehend the information required to be disclosed.

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## Summary of 2008 Amendments to Truth in Lending Act & Regulation Z

- Advertisements – Dwelling-Secured Loans (cont'd)
  - The following acts or practices are prohibited:
    - Misleading advertising of “fixed” rates and payments.
    - Misleading comparisons in advertisements.
    - Misrepresentations about government endorsement.
    - Misleading use of the current lender’s name.
    - Misleading claims of debt elimination.
    - Misleading use of the term “counselor” to refer to a for-profit mortgage broker or mortgage creditor.
    - Use of English for key terms in otherwise foreign-language advertisements.

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## Summary of 2008 Amendments to Truth in Lending Act & Regulation Z

- Appraisals (Reg. Z § 226.36(b))
  - These rules apply to all manufactured home credit transactions secured by principal dwelling – retail installment sale, direct loan and land home – first or junior lien – prime, high-cost and higher-priced.
  - An “appraiser” is a person who engages in the business of providing assessments of the value of dwellings and includes persons that employ, refer or manage appraisers and affiliates of such persons.
  - No creditor or mortgage broker, and no affiliate of a creditor or mortgage broker, may directly or indirectly coerce, influence or otherwise encourage an appraiser to misstate or misrepresent the value of the dwelling.
    - A creditor who knows, at or before closing, of a violation of this regulation in connection with an appraisal may not extend credit based on that appraisal unless the creditor documents that it has acted with reasonable diligence to determine that the appraisal does not materially misstate or misrepresent the value of the dwelling.

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## Summary of 2008 Amendments to Truth in Lending Act & Regulation Z

- Appraisals (cont'd)
  - Examples of actions that violate this prohibition include –
    - Implying to an appraiser that current or future retention of the appraiser depends on the amount at which the appraiser values a consumer’s principal dwelling;
    - Excluding an appraiser from consideration for future engagement because the appraiser reports a value of a consumer’s principal dwelling that does not meet or exceed a minimum threshold;
    - Telling an appraiser a minimum reported value of a consumer’s principal dwelling that is needed to approve the loan;
    - Failing to compensate an appraiser because the appraiser does not value a consumer’s principal dwelling at or above a certain amount; and
    - Conditioning an appraiser’s compensation on loan consummation.

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## Summary of 2008 Amendments to Truth in Lending Act & Regulation Z

- Appraisals (cont'd)
  - Examples of actions that violate this prohibition do not include –
    - Asking an appraiser to consider additional information about a consumer's principal dwelling or about comparable properties;
    - Requesting that an appraiser provide additional information about the basis for a valuation;
    - Requesting that an appraiser correct factual errors in a valuation;
    - Obtaining multiple appraisals of a consumer's principal dwelling, so long as the creditor adheres to a policy of selecting the most reliable appraisal, rather than the appraisal that states the highest value;
    - Withholding compensation from an appraiser for breach of contract or substandard performance of services as provided by contract; and
    - Taking action permitted or required by applicable federal or state statute, regulation or agency guidance.

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## Summary of 2008 Amendments to Truth in Lending Act & Regulation Z

- Servicing Practices (Reg. Z § 226.36(c))
  - These rules apply to all manufactured home credit transactions secured by principal dwelling - retail installment sale, direct loan and land home – first or junior lien – prime, high-cost and higher-priced.
  - The “servicer” is the person responsible for the servicing of the loan (including the person who makes or holds the loan if that person also services the loan).
  - “Servicing” means receiving scheduled periodic payments from a consumer pursuant to the terms of the loan, including amounts for escrow accounts, and making the payments to the owner of the loan or other third parties pursuant to any applicable agreement.

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## Summary of 2008 Amendments to Truth in Lending Act & Regulation Z

- Servicing Practices (cont'd)
  - No servicer may –
    - Fail to credit a payment as of date of receipt, except when delay does not result in charge to consumer or in reporting of negative information to a consumer reporting agency. Exception: If servicer gives consumer written instructions to follow in making payments, but accepts payment not conforming to those requirements, it must credit the payment as of five days after receipt;
    - Impose a late charge on consumer in connection with a payment, when the only delinquency is attributable to late charges assessed on an earlier payment, and the payment is otherwise a full payment for the applicable period and is paid on its due date or within any applicable grace period; or
    - Fail to provide the payoff balance, within reasonable time after receiving request from consumer or person acting on his/her behalf.

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**Summary of 2008 Amendments to Truth in Lending Act & Regulation Z**

- Right of Rescission – Material Disclosures (Reg. Z § 226.23(a)(3), Footnote 48)
  - Each consumer whose ownership interest in his/her principal dwelling will be subject to a security interest has the right to rescind the related credit transaction (except one to purchase the dwelling or to refinance the creditor's own, previous credit extension). The consumer may exercise the right to rescind until midnight of the third business day following consummation, delivery of the Notice of Right to Cancel or delivery of all "material disclosures", whichever occurs last.
  - Footnote 48 identifies the "material disclosures", which have been the APR, the finance charge, the amount financed, the total payments, the payment schedule and the high-cost mortgage loan disclosures and limitations described in Reg. Z § 226.32(c) and (d). The revised regulation adds to this list the higher-priced mortgage loan disclosures and limitations described in § 226.35(b)(2).

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**Summary of 2008 Amendments to Truth in Lending Act & Regulation Z**

- Civil Liability (Truth in Lending Act § 130(a)(2)(A)(iii))
  - Civil liability for violation of the Truth in Lending Act or Reg. Z in an individual (as opposed to class) action in a credit transaction secured by real property or a dwelling has been doubled from "not less than \$200 or greater than \$2,000" to "not less than \$400 or greater than \$4,000."

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**Summary of 2008 Amendments to Truth in Lending Act & Regulation Z**

Thank you!  
Any questions?

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