| **Inter Vivos Trust Review Checklist Upload Via Image Central with the Credit file for review of the Trust and underwriting of the loan** | | | | | | | |
| --- | --- | --- | --- | --- | --- | --- | --- |
| From: | |  | Phone #: | | | |  |
| Borrower: | |  | Fax #: | | | |  |
| Loan # | |  | Email: | | | |  |
|  | |  | | |  | | |
| **Eligibility** | | | | | | | |
|  |  | This is a Conforming, Jumbo, FHA or VA loan | | | | | |
|  |  | The loan is not a Texas Section 50(a)(6) first mortgage | | | | | |
|  |  | At least one individual establishing the trust was used to qualify for the loan | | | | | |
| **Trust Agreement** | | | | | | | |
|  |  | The trust is established by one or more natural persons, solely or jointly. Trusts created by corporations or other legal entities are not acceptable. The person establishing the trust is known as the “Settlor”, Trustor”, or “Grantor” (referred to below as “Settlor”). | | | | | |
|  |  | The trust is effective during the Settlor’s lifetime (does not become effective solely upon the death of the Settlor). | | | | | |
|  |  | The Settlor has the right to revoke and/or alter the trust during his or her lifetime. | | | | | |
|  |  | The Settlor is the primary beneficiary of the Trust. If there is more than one Settlor, there can be more than one primary Beneficiary. | | | | | |
|  |  | The Settlor is the Trustee or one of the Co-trustees. | | | | | |
|  |  | The Trustee(s) have the power to mortgage the security property for the purpose of securing loan to the party (or parties) who are the borrower(s) on the note. | | | | | |
|  |  | The Trustee is not required to obtain written consent from the Beneficiary(s) to mortgage the property or written consent has been provided. | | | | | |
|  |  | There is no unusual risk or impairment of lender’s right (such as distributions required to be made in specified amounts from other than net income). | | | | | |
|  |  | If the trust agreement requires more than one Trustee to mortgage the security property, the requisite number of Trustees has signed the loan documents. | | | | | |
| **Title and Title Insurance Requirements** | | | | | | | |
|  |  | Full title to the property is vested either:   * In the trustee(s) of the inter vivos trust; or * Jointly in the trustee(s) of the inter vivos trust and in the name of the individual borrower; or * In the trustee(s) of more than one inter vivos trust. If the title will be vested in the trustees of more than one inter vivos trust, the terms of the two inter vivos trust documents must complement each other and may not be in conflict with one another. | | | | | |
|  |  | The title insurance policy does not list any exceptions arising from the trust ownership of the property. | | | | | |
| **IF THE TRUST DOES NOT MEET ALL OF THE ABOVE REQUIREMENT THE TRUST IS INELIGIBLE** | | | | | | | |
| The person approving the Trust must complete and sign the Inter Vivos Trust Review Checklist. See the Client Guide for signature requirements. | | | | | | | |
|  |  | | |  | |  | |
|  | **Signature** | | |  | | **Date** | |