

# **BORROWER-IN-CUSTODY**

## **Collateral Program**



Federal Reserve Bank of Cleveland

Revised: May 2019

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## Borrower-In-Custody of Collateral Guidelines

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## INTRODUCTION

A depository institution (“DI”) obtaining Discount Window credit must pledge acceptable collateral in an amount sufficient to secure an advance and accrued interest. DIs are encouraged to maintain a pre-determined amount of collateral pledged at the Reserve Bank (“Bank”) to ensure that sufficient collateral is available for contingency situations.

In addition to delivering securities to the Bank, or to a third-party custodian, we offer an arrangement for DIs to assign eligible loan portfolios as collateral and maintain them at your institution. The purpose of the Borrower-In-Custody (“BIC”) arrangement is to provide DIs with the ability to increase their collateral value, while avoiding the inconvenience and cost of transporting the loans and supporting documentation to the Bank.

## ELIGIBILITY REQUIREMENTS

The Bank will conduct a review of each request for participation in the BIC program. Eligibility for the Borrower-In-Custody (“BIC”) Program is based on satisfaction of the following four “principles” of due diligence:

- Understanding the financial condition (and associated risks therein) of the pledging DI;
- Determining the status of perfection and priority of the Bank’s security interest in the proposed loan collateral;
- Understanding the type, characteristics, and quality of loans being proposed as collateral; and
- Ensuring that the DI’s operational controls with respect to identifying and safekeeping loan documents are acceptable.

## APPLYING FOR THE BORROWER-IN-CUSTODY PROGRAM

Institutions interested in the BIC program will be asked to execute the necessary legal documents which are referenced in the section directly below. In addition, a BIC “Collateral Certification” document must be completed prior to enrollment and refreshed every 12-18 months thereafter. If applicable, the Image and Destroy Certification Form and Electronic Note Certification Form must be completed in conjunction with the BIC Collateral Certification. Information requested in the Collateral Certification includes: a brief description of the location of the notes and related documentation; the protective measures taken to ensure the safety of the documents; and various other matters pertaining to the BIC arrangement. The BIC Collateral Certification, Image and Destroy Certification Form, and Electronic Note Certification Form can be obtained from our website at [www.clevelandfed.org](http://www.clevelandfed.org). Applicants are also required to provide the following:

- List of your institution's internal loan grade definitions relating to the pledged loan types
- Complete copy of your institution’s most recent loan policy relating to the pledged loan types
- If applicable, policies and procedures regarding the imaging and destruction of original promissory notes and/or origination of electronic notes
- Complete copy of your institution’s most recent loan review report relating to the pledged loan types
- Complete copy of your institution’s most recent internal/external audit covering the applicable loan operations areas
  - It is expected that institutions with established BIC arrangements also conduct a BIC Audit. The Borrower-in-Custody Guidelines (this document) should be used to develop the scope.
- If applicable, a complete copy of the most recent internal audit regarding the imaging and destruction of original promissory notes
- If applicable, a complete copy of the most recent internal audit regarding the adequacy of internal controls for the electronic note process

- Trial balance report for loans being considered for pledge, formatted in accordance with the guidelines listed in Appendix A (optional) or an alternative format containing the data fields referenced in the interim reporting section of these guidelines and approved by the Federal Reserve Bank of Cleveland.

Approval for the program is contingent upon our evaluation of and satisfaction with the four principles referenced in the “Eligibility Requirements” section above. Compliance of the four due diligence principles will be assessed through an on-site or off-site review.

## DOCUMENTS TO EXECUTE

The DI must have current documents and agreements in place to execute borrowings and establish the BIC arrangement. All documents must contain original signatures. The minimum documentation needed, which must be executed by an officer(s) authorized by the DI's board of directors as reflected in the Authorizing Resolutions for Borrowers, is as follows:

### Basic Required Discount Window Borrowing Documents

- ❑ [Letter of Agreement](#) (*Operating Circular No. 10, Appendix 3*)

This letter binds your institution to the provisions of the Lending Operating Circular No. 10. The letter of agreement must be typed on your institution's letterhead and signed by an appropriately authorized officer(s) per the Authorizing Resolutions for Borrowers. If two individuals are required to execute documents per the Authorizing Resolutions for Borrowers, two must sign the Letter of Agreement.

- ❑ [Authorizing Resolutions for Borrowers](#) (*Operating Circular No. 10, Appendix 3*)

This document certifies that your institution's board of directors has provided authority to borrow from the Federal Reserve Bank of Cleveland and identifies, by title, those officers authorized to send in the names, titles and signatures of individuals permitted to issue instructions on the institution's behalf

- ❑ [Official OC-10 Authorization List](#)

A list of the individuals with authority to borrow from the discount window and pledge assets to the Federal Reserve Bank of Cleveland (name, title, signature and phone number for each person). This document must be signed by an appropriately authorized officer(s) per the Authorizing Resolutions for Borrowers. If two individuals are required to execute documents per the borrowing resolution, two must sign this document.

- ❑ [Form of Certificate](#) (*Operating Circular No. 10, Appendix 3*)

The Certificate will provide the Federal Reserve Bank all of the information needed to make an effective UCC-1 financing statement filing against the Borrower.

### Additional Documents That May Be Required For Borrower in Custody

- ❑ [Letter of Agreement to Correspondent Credit and Payment Agreement](#) (*Appendix 5 of Operating Circular No. 10, Exhibit 1*) - (if applicable)

If your institution *does not* have a Federal Reserve account, this agreement allows your institution to select a correspondent to receive Discount Window advances and make payments on your institution's behalf. This document sets forth the agreement (“Correspondent Agreement”) among the Bank, a Borrower, and another depository institution that maintains an Account and is designated by the Borrower as its Correspondent

("Correspondent") under which the Bank may make an Advance to and obtain repayment from the Borrower through the Correspondent.

- [Form of Agreement for Third Party Custodian to Hold Collateral](#) (Appendix 5 of Operating Circular No. 10) - (if applicable)

This Appendix sets forth the terms of agreement among the Federal Reserve Bank, the Borrower, and another institution (Custodian) that holds loans pledged by the Borrower to the Bank under the Lending Agreement between the Borrower and the Bank.

Once executed, the aforementioned documentation requirements are reviewed and verified during any scheduled BIC review. It is the institution's responsibility to notify the Federal Reserve Bank of any subsequent changes that would require the re-execution of any / all borrowing documents.

## ELIGIBLE LOAN TYPES

For detailed information regarding eligible loan types and margins, reference the [Discount Window Margins and Collateral Guidelines](#).

- Loan categories are described by reference to FFIEC and NCUA call codes as identified in Appendix B and described in more detail in the Eligible Loan Types and Performance Criteria section of the Collateral Guidelines and should be used as guidance when pledging loans to the Discount Window. Consult the applicable call report for additional details.

***Note: Loans must be in readily negotiable, transferable or assignable form and not subject to any adverse legal, environmental or other action.***

## INELIGIBLE LOANS

- Consumer or 1-4 family mortgage loans more than 60 days past due (Credit card receivables - more than - 60 days past due)
- Commercial Real Estate, 1-4 Family Residential Mortgages and Home Equity loans that are electronically originated or the promissory notes are imaged and destroyed
- Commercial and Commercial Real Estate loans more than 30 days past due
- Loans risk rated 'Watch' or worse
- Loans owned by a subsidiary or affiliate
- Loans with assignability or transferability restrictions. Government Guaranteed Loans, including S.B.A., will need to be warranted against such restrictions
- All Off-Balance Sheet Commitments (i.e. Commercial Letters of Credit, Standby Letters of Credit, Loan Commitments, Futures/Forward/Standby Contracts for Securities, Foreign Exchange Commitments, Swaps, etc.)
- Insider loans (i.e. loans to a director, officer, principal shareholder, or bank employee)
- Loans collateralized by stock of any depository institution or affiliate
- Loans secured by CD's in excess of the most current FDIC insurance limits
- Loans issued to an affiliated Employee Stock Ownership Plan (ESOP) or secured by stock held by an affiliated ESOP
- Loans already pledged under a specific or blanket lien unless expressly subordinated to the Reserve Bank
- Loans to foreign or domestic entities that are not denominated in U.S. dollars
- Loans to entities or individuals that are incorporated or domiciled outside of the U.S. or whose principal place of business or main office is outside of the U.S.

- Loans classified as Other Loans Especially Mentioned; Substandard; Doubtful or Loss; or that are otherwise identified for management's special attention
- Loans that fall below the acceptable credit risk ratings or otherwise become unacceptable after being pledged must immediately be withdrawn
- Loans scheduled to mature within 30 days from the date of the loan trial.

**NOTE:** *The Reserve Bank may, at its discretion, amend collateral requirements or terminate the BIC Program for an Institution at any time.*

## **INITIAL INSPECTION AND ONGOING REVIEW OF ELIGIBILITY**

Prior to acceptance into the BIC program, the Federal Reserve Bank may require an on-site inspection of the loans to be pledged. Our staff will review the premises where the loans are stored (e.g., a vault for original notes and a server for electronically originated loans); establish that the loans are clearly and properly identified as being pledged to the Federal Reserve Bank of Cleveland; inspect a sample of loans to be pledged; and assess the controls and other procedures used to protect the loan documents.

Subsequent to initial approval, the Reserve Bank maintains the right to perform ongoing inspections at its discretion. At minimum, a new BIC Collateral Certification will be required every 12-18 months. Additionally, it is an Operating Circular 10 requirement that the pledging institution's internal/external audit department include an annual review of the institution's compliance with the Borrower-in-Custody agreement as part of their regular audit schedule of the loan operations area(s). The Borrower-in-Custody Guidelines Document should be used to establish the scope of the BIC Audit. A complete audit report of these areas, including any findings, management's response, and corrective action plan, must be forwarded to the Federal Reserve Bank for review upon request. An auditor's certification letter or auditor's signature on the BIC Collateral Certification must also be forwarded stating their opinion as to the institution's compliance level with the BIC agreement.

Loans, and any related documents, must remain in the location designated in the BIC Collateral Certification. Removal and relocation without approval of the Federal Reserve Bank of Cleveland is prohibited and may result in termination of the BIC arrangement.

Institutions with established BIC arrangements that wish to transition from origination and retention of notes to imaging and destruction of notes and/or origination of electronic notes must notify the Reserve Bank before implementation.

## **PERFECTION OF SECURITY INTEREST**

All extensions of credit must be secured to the satisfaction of the Reserve Bank by collateral that is acceptable for that purpose. As such, the Federal Reserve Bank will file a UCC-1 Financing Statement with the following language in order to perfect our security interest in the pledged loans:

***“ All accounts, loans and other extensions of credit (whether an instrument, a promissory note, a payment intangible, a general intangible or a participating interest in a loan) and all chattel paper (including electronic chattel paper), wherever located, now owned or hereafter acquired, or in which Debtor now or hereafter obtains an interest, that are identified from time to time by Debtor to Secured Party in writing or by electronic means as collateral securing the obligations of Debtor to Secured Party under a written agreement between the parties, and all proceeds, substitutions, and accessions thereof; and all collateral, guarantees, letters of credit, surety bonds and supporting obligations pertaining to the foregoing, and all proceeds thereof.”***

## CUSTODY AND CONTROL STANDARDS

All pledged loans held under a BIC arrangement should be clearly indicated as such by either labeling the individual assets as pledged to the Federal Reserve Bank of Cleveland, electronically designating loans as pledged to the Federal Reserve Bank of Cleveland on the institution's loan system or general ledger and/or segregating the pledged assets from other assets of the institution. Institutions that pledge imaged and destroyed notes or electronic notes must designate the loans as being pledged to the Federal Reserve Bank of Cleveland on its loan system or general ledger. In all cases, the loans should be adequately secured and controlled. File cabinets housing pledged original notes should be clearly labeled as such. If an entire loan center has been pledged, then there generally is no need for individual files or cabinets to be labeled as mentioned above. However, the institution must post a highly visible sign in the area where the documentation is housed stating to the effect that "some or all of these loans are pledged to the Federal Reserve Bank of Cleveland as Discount Window collateral."

The original promissory notes should be stored in a fireproof vault or other secured enclosure. The container must clearly indicate that the contents are pledged to the Reserve Bank and be accessible only to a limited number of people. However, for large pools of loans, it may not be feasible to house the original loan documents in a container, and other means of storage of these documents would need to be discussed. Preferably, the container housing this documentation should not contain other assets of the institution.

## INTERIM REPORTING

At least monthly, the institution must remit an updated loan trial identifying the pledged loans via the Federal Reserve's secure email service (FRSecure/Zix). Also, a completed "[BIC Pledge Transmittal Form](#)" must accompany the monthly loan report submission. This form must be signed by an authorized officer(s) per the Authorizing Resolutions for Borrowers. A copy of the "BIC Pledge Transmittal Form" and an Excel spreadsheet loan trial template will be provided to you by Federal Reserve staff. Monthly update submissions are required no later than 15 days following month-end. ***Should an updated submission not be received by the Federal Reserve Bank of Cleveland by the stated deadline, loan collateral value may be revalued to \$0.*** Also, an updated loan trial and transmittal form must be submitted if the aggregate outstanding balance of all pools of loans pledged declines by 10% or more between regular reporting periods.

The following data is ***required*** for the monthly updated trial reports.

- ABA Number
- DI Name and Address
- Loan Trial As-of date
- Obligation (Loan) Number
- Borrower Name
- Internal Risk Rating (required for all commercial loans)
- Original Par Amount
- Current Outstanding Balance
- Maturity Date
- Interest Rate
- Interest Method (Fixed or Floating)
  - The reporting of the interest method is required for depository institutions with assets of \$10 billion or greater.**
- Interest and Principal Next Due Date (If payments include interest and principal, only one next due date is necessary.)

The following are ***not required***, but are requested if available.

- ❑ Note Date
- ❑ Credit Score (consumer loans)
- ❑ Prime/ Subprime designation determined by the DI is preferred when pledging consumer loans.
- ❑ Interest Payment Frequency (Monthly/ Quarterly/ Semi-annual)
- ❑ Loan Structure Type (Bullet/ Amortizing/ Line of Credit)
- ❑ NAICS/ SIC Code
- ❑ Location/branch code if loans are housed in multiple locations
- ❑ Grand Total Summation of Number of Loans
- ❑ Any coding included in the trial balance report should be accompanied by a legend or footnote to assist in interpreting the code.

## **RELEASE OF COLLATERAL**

Should an institution desire to withdraw ten percent or more of a pledged pool of loans, upon Reserve Bank approval of the withdrawal, a new [“BIC Pledge Transmittal Form”](#) (signed by an authorized individual(s)) and updated trial balance report for the loans remaining for pledge must be submitted to the Reserve Bank. A request to cancel the Borrower In Custody program should be in writing and accompanied by a completed [“BIC Withdrawal Transmittal Form”](#) form. In this case, a trial balance report is not required.

## **HOW TO GET STARTED**

To begin the application process for qualification under the Borrower-In-Custody Program, the following summarizes the required information, which must be provided prior to acceptance:

- Provide a complete copy of your institution’s most recent Internal Audit covering the applicable loan operations areas
- Provide a complete copy of your institution’s most recent internal audit regarding the imaging and destruction of original promissory notes (if applicable)
- Provide a complete copy of your institution’s most recent internal audit regarding the adequacy of internal controls for the electronic note process (if applicable)
- Provide a complete copy of your institution’s Errors and Omissions Policy. (if applicable)
- Provide a complete copy of your institution’s internal loan grading system(s). (Commercial Type Loans)
- Provide a complete copy of your institution’s most recent internal/external loan review report.
- Provide a complete copy of your institution’s loan policy relating to pledged loans.
- Provide a complete copy of your institution’s policies and procedures regarding the imaging and destruction of original promissory notes and/or origination of electronic notes
- Complete the respective Borrower-In-Custody Collateral Certification(s)
- Complete the Image and Destroy Certification Form and/or Electronic Note Certification Form (if applicable)

The documents mentioned above must be sent electronically. Please contact Discount Window staff at (888) 719-4636 for submission instructions.

## **BORROWER-IN-CUSTODY OF COLLATERAL CERTIFICATIONS**

The following applicable certifications should be completed by the depository institution's internal audit function. If your institution does not have an internal audit function, then two officials of your institution may complete the applicable certification(s), pending the Reserve Bank's approval.

- ❑ 1 - [4 Family Certification](#)
- ❑ [Commercial Certification](#)
- ❑ [Consumer Certification](#)
- ❑ [Image and Destroy Certification](#)
- ❑ [Electronic Note Certification](#)

## **ADDITIONAL INFORMATION AND CONTACTS**

All documents referenced above and any additional information on participation in the BIC program may be obtained from the Federal Reserve Bank of Cleveland's website at [www.clevelandfed.org](http://www.clevelandfed.org), the Federal Reserve System's Discount Window website at: [www.frbdiscountwindow.org](http://www.frbdiscountwindow.org); or by contacting the Credit Risk Management staff at (888) 719-4636.

# APPENDIX A (optional)

## Electronic Loan File Specifications

### Loan File From DFI

**Description:** On a periodic basis (at least monthly), a text file is received from a depositor containing loans owned by the depositor and held either on site at the depositor's location (BIC) or at a third party custodian.

**Notes:** Each file should only contain one header record (the first record in the file) and one trailer record (the last record in the file). A file may contain multiple groups of records for master notes and/or non-master notes. For a master note group, there should be an obligor record, a master note record, and one or more loan detail records. For a non-master note group, there should be an obligor record, and only one loan detail record. Multiple files may be submitted by a DFI for the same asset type and securities account number.

Each file must contain a unique identifier (Loan Identifier) that will be maintained and matched in future file submissions, and may contain new loans pledged for the first time (deposits) and updated principal balances of existing pledged loans (revaluations), or may exclude loans that are no longer pledged (withdrawals).

Each new file will replace the previous file with the same Loan Identifier.

### Header Record

Field Name	Format	Columns	Description
Record Code	X(1)	1	'0' for Header Record.
ABA Number	9(9)	2-10	Depositor's ABA Number.
Loan Identifier	X(20)	11-30	Must be unique and match the Loan Identifier of the file it is replacing.
Holding ABA Number	9(9)	31-39	Third Party Custodian ABA Number, if applicable. <b>May be blank.</b>
Securities Account Number	X(4)	40-43	Securities Account Number (see table below).
Asset Code	9(3)	44-46	Asset Type (see table below).
Principal Balance As-Of Date	9(8)	47-54	CCYYMMDD format.
Processing Date	9(8)	55-62	Current Date in CCYYMMDD format.
Processing Time	9(6)	63-68	Current Time in HHMMSS format.

### Obligor Record

Field Name	Format	Columns	Description
Record Code	X(1)	1	'1' for Obligor Record.
Obligor Number	X(20)	2-21	Identifies Obligor, must be unique to obligor.
Obligor Name	X(40)	22-61	Identifies Obligor.
Obligor City	X(20)	62-81	Identifies city of Obligor.
Obligor State	X(2)	82-83	Identifies state of Obligor.
Obligor Country	X(2)	84-85	Identifies country of Obligor, <b>may be blank.</b>

### Master Note Record

(Only use Record Code 2 if Master Note)

Field Name	Format	Columns	Description
Record Code	X(1)	1	'2' for Master Note Record.
Obligor Number	X(20)	2-21	Identifies Obligor. Must match the obligor number in the Obligor Record.
Master Note Reference Number	X(30)	22-51	Unique reference number identifying master note; cannot change from one file to the next.
Master Note Maturity Date	9(8)	52-59	CCYYMMDD format, or blank if ONDEMAND.
Master Note Original Maximum Par Amount	9(11).9(2)	60-73	Total Original Maximum Par Amount of Master Note Agreement on issue date. Note: For each unique file Loan Identifier, the Master Note Original Maximum Par Amount cannot change from one file to the next. <b>May be blank.</b>
Master Note Current Maximum Par Amount	9(11).9(2)	74-87	Total Current Maximum Par Amount of Master Note Agreement that individual draw-downs may not exceed. Should reflect any amendments to the Original Maximum Par Amount.

#### Loan Detail Record

Field Name	Format	Columns	Description
Record Code	X(1)	1	'3' for Loan Detail Record.
Obligor Number	X(20)	2-21	Identifies Obligor. Must match the obligor number in the Obligor Record.
Obligation Number	X(30)	22-51	Identifies individual loan/drawdown.
NAICS Code	X(6)	52-57	North American Industry Classification System Code. <b>May be blank.</b>
SIC Code	X(4)	58-61	Standard Industrial Classification Code. <b>May be blank.</b>
Structure Code	X(1)	62	Structure Code of loan (B=Bullet, A=Amortizing, L=Line of Credit), <b>may be blank.</b>
Internal Risk Rating	X(5)	63-67	Depositor-assigned Internal Risk Rating, <b>may be blank.</b>
Maturity Date	9(8)	68-75	CCYYMMDD format, or blank if ONDEMAND. May not exceed Master Note Maturity Date, if provided.
Interest Frequency	X(1)	76	M=Monthly, Q=Quarterly, S=Semi-annually, A=Annually, V=Variable, P=Payable at Maturity, N=None, <b>may be blank.</b>
Interest Paid Through Date	9(8)	77-84	CCYYMMDD format, <b>may be blank.</b>
Interest Next Due Date	9(8)	85-92	CCYYMMDD format, <b>may be blank.</b>
Interest Method	X(2)	93-94	Interest Rate Method (FX=Fixed, FL=Floating), <b>may be blank.</b>
Interest Rate	9(2).9(9)	95-106	Interest Rate.
Principal Payment Frequency	X(1)	107	M=Monthly, Q=Quarterly, S=Semi-annually, A=Annually, V=Variable, P=Payable at Maturity, N=None, <b>may be blank.</b>
Principal Paid Through Date	9(8)	108-115	CCYYMMDD format, <b>may be blank.</b>
Principal Next Due Date	9(8)	116-123	CCYYMMDD format, <b>may be blank.</b>

Original Par Amount	9(11).9(2)	124-137	Original Par Amount on issue date. Note: For each unique file loan identifier, the Original Par Amount cannot change from one file to the next. <b>May be blank.</b>
Current Par Amount	9(11).9(2)	138-151	Total Current Par Amount. Should reflect any amendments to Original Par Amount.
Current Value	9(11).9(2)	152-165	Current Outstanding Principal Value, may not exceed Current Par Amount. Note: The sum of Current Values of individual draw-downs under a Master Note Facility may not exceed the Master Note Current Maximum Par Amount.

#### Trailer Record

Field Name	Format	Columns	Description
Record Code	X(1)	1	'9' for Trailer Record.
Total Record Count	9(7)	2-8	Total number of records in file.
Total Current Par Amount	9(11).9(2)	9-22	Total Current Par Amount of all Detail Records.
Total Current Value	9(11).9(2)	23-36	Total Current Value of all Detail Records.

#### Securities Account Numbers (in Header Record)

Code	Definition
U102	Loans and Discount
T108	Treasury Tax and Loan
T109	Treasury Tax and Loan {SDI}
P102	Funds Collateral
P103	Securities Collateral

#### Asset Type (in Header Record)

Code	Asset Type
705	Agricultural Loans
710	Commercial Loans
730	Private Banking Loans
740	Individual Loans
741	Auto Loans
742	Credit Card Receivables
744	Student Loans
741	Other Consumer Loans
743	Auto Leases
743	Other Consumer Leases
750	1-4 Family Mortgages (First Lien)
760	1-4 Family Mortgages (Home Equity, Second Lien)
780	Commercial Real Estate Loans
790	Construction Loans
791	Raw Land

## APPENDIX B

Loan Category*	FFIEC Call Report Codes (Schedule RC-C)	NCUA Call Report Codes (Financial Condition – FC/Schedule A)	Applicable Margin Category
<a href="#">Commercial and Industrial Loans</a>	4./4.a.	1.h. (Schedule A acct code loan balance 400L) 1.i. (Schedule A acct code loan balance 400C1) 1.j. (Schedule A acct code loan balance 400C2) 2.h. (Schedule A acct code loan balance 400L1) 2.i. (Schedule A acct code loan balance 400C3) 2.j. (Schedule A acct code loan balance 400C4)	710 - Commercial and Industrial Loans & Leases
<a href="#">Loans to Non-Depository Financial Institutions and Other Loans</a>	9.a. 9.b.	NA	710 - Commercial and Industrial Loans & Leases
<a href="#">Agricultural Production Loans</a>	3.	1.g. (Schedule A acct code loan balance 042A2) 2.g. (Schedule A acct code loan balance 042A4)	705 - Agricultural Loans
<a href="#">Agricultural Loans secured by Farmland</a>	1.b.	1.b. (Schedule A acct code loan balance 042A1) 2.b. (Schedule A acct code loan balance 042A3)	780 - Commercial Real Estate Loans
<a href="#">Commercial Real Estate Loans (nonfarm nonresidential)</a>	1.e.(2)	1.e. (Schedule A acct code loan balance 400J) 2.e. (Schedule A acct code loan balance 400J1)	780 - Commercial Real Estate Loans
<a href="#">Owner Occupied Nonfarm Nonresidential CRE</a>	1.e.(1)	1.d. (Schedule A acct code loan balance 400H) 2.d. (Schedule A acct code loan balance 400H1)	780 - Commercial Real Estate Loans

<b>Loan Category*</b>	<b>FFIEC Call Report Codes (Schedule RC-C)</b>	<b>NCUA Call Report Codes (Financial Condition – FC/Schedule A)</b>	<b>Applicable Margin Category</b>
<u>Construction Loans (1-4 family construction, and, other construction loans)</u>	1.a.(1) 1.a.(2)	1.a. (Schedule A acct code loan balance 143B1) 2.a. (Schedule A acct code loan balance 143B2)	790 - Construction Loans
<u>Raw Land Loans (land development and other land loans)</u>	1.a.(2)	1.a. (Schedule A acct code loan balance 143B1) 2.a. (Schedule A acct code loan balance 143B2)	791 - Raw Land Loans
<u>Consumer Loans: Auto, Marine</u>	6.c. 6.d.	19 (Amount Acct Code 385) 20 (Amount Acct Code 370)	741 - Consumer Loans & Leases (auto, boat, etc.)
<u>Consumer Loans (revolving credit plans, single payment and installment loans)</u>	6.b. 6.d.	16 (Amount Acct Code 397)	740 - Consumer Loans - Unsecured
<u>Consumer Leases—Other</u>	10 as defined by 10.a.	23 (Amount Acct Code 002)	743 - Consumer Leases (auto, boat, etc.)
<u>Home Equity Loans or Lines secured by residential property</u>	1.c.(1) 1.c.(2)(b)	22 (Amount Acct Code 386)	760 - 1-4 Family Mortgage Loans (second lien, home equity)
<u>1-4 Family Residential Mortgage Loans</u>	1.c.(2)(a)	21 (Amount Acct Code 703)	750 - 1-4 Family Mortgage Loans (first lien)
<u>5+ Family Residential Mortgage Loans</u>	1.d.	1.c. (Schedule A acct code loan balance 400G) 2.c. (Schedule A acct code loan balance 400G1)	780 - Commercial Real Estate Loans
<u>Student Loans</u>	6.d.	18 (Amount Acct Code 698A)	744 - Student Loans
<u>Credit Card Receivables</u>	6.a.	15 (Amount Acct Code 396)	842 - Consumer Loans: Credit Card Receivables or 845 - Consumer Loans: Subprime Credit Card Receivables
<u>US Agency Guaranteed Loans</u>	Contact FRB	Contact FRB	US Agency Guaranteed Loans
<u>Obligations of states and political subdivisions (Municipalities)</u>	8.	NA	550 - Loans to States and Municipalities