January 26, 2018

Senator John A. Alario, Jr.
President of the Senate
P.O. Box 94183
Baton Rouge, Louisiana 70804

Representative Taylor Barras
Speaker of the House of Representatives
P.O. Box 94062
Baton Rouge, Louisiana 70804

RE: SENATE CONCURRENT RESOLUTION NO. 102 OF THE 2015 REGULAR SESSION

Dear Mr. President and Mr. Speaker:

The Louisiana State Law Institute respectfully submits herewith its report to the legislature relative to the recordation of mortgage assignments.

Sincerely,

[Signature]
William E. Crawford
Director

WEC/puc

Enclosure

e-mail cc:  David R. Poynter Legislative Research Library
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Secretary of State, Mr. Tom Schedler
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LOUISIANA STATE LAW INSTITUTE
SECURITY DEVICES COMMITTEE

REPORT TO THE LEGISLATURE
IN RESPONSE TO SCR NO. 102 OF THE 2015 REGULAR SESSION

Relative to the recordation of assignments of residential mortgages

Prepared for the
Louisiana Legislature on
January 26, 2018

Baton Rouge, Louisiana
LOUISIANA STATE LAW INSTITUTE
SECURITY DEVICES COMMITTEE

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L. David Cromwell, Reporter
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A CONCURRENT RESOLUTION

To urge and request the Louisiana State Law Institute to study and make recommendations regarding whether an assignment or transfer of a mortgage loan on residential real property should be required to be recorded in the appropriate mortgage or conveyance records in order to be effective as to third parties.

WHEREAS, currently Civil Code Article 3338 provides that the rights and obligations established or created by certain written instruments are without effect as to a third person unless the instrument is registered by recording it in the appropriate mortgage or conveyance records; and

WHEREAS, the list of instruments Civil Code Article 3338 requires to be recorded in the appropriate mortgage or conveyance records in order to be effective as to third parties does not include instruments or endorsements that transfer an interest in a note that is secured by a mortgage or a deed of trust on an immovable, nor does it require any instrument reflecting a new assignment of that mortgage to be recorded; and

WHEREAS, currently when a note secured by a residential mortgage is transferred or assigned to a new mortgagee, no instrument reflecting the latest assignment or transfer of that note secured by a residential mortgage is required to be recorded in the appropriate mortgage records; and

WHEREAS, this can create difficulty and confusion for consumers or debtors whose mortgage is sold or otherwise transferred or assigned to a new mortgagee on the secondary market, and who are seeking to ascertain from the public record who the new mortgagee is, potentially causing challenges for mortgagors or debtors in various types of proceedings, including foreclosure proceedings, in properly identifying who the new mortgagee is or which party to pay in order to avoid foreclosure proceedings and keep their mortgage payment schedule in good standing; and
WHEREAS, for such reasons, the Louisiana State Law Institute should study whether requiring, rather than simply permitting, recording of new assignments or transfers of mortgage loans on residential real property may assist mortgagors or debtors to be better advised of the contact information for new mortgagees, including the new mortgagee's name, telephone number, and mailing address to which the mortgagor or debtor may send payments on the mortgage loan.

THEREFORE, BE IT RESOLVED that the Legislature of Louisiana does hereby urge and request the Louisiana State Law Institute to study and make recommendations regarding whether any assignment or transfer of a mortgage loan on residential real property should be required to be recorded in the appropriate mortgage or conveyance records in order to be effective as to third parties, and further to determine whether there are alternative measures other than such recording in the public record that may assist in ensuring that mortgagors are better advised of the identity and contact information of new mortgagees in successive assignments or transfers of a mortgage loan on residential real property.

BE IT FURTHER RESOLVED that a copy of this Resolution be transmitted to the director of the Louisiana State Law Institute.

______________________________
PRESIDENT OF THE SENATE

______________________________
SPEAKER OF THE HOUSE OF REPRESENTATIVES
January 26, 2018

To: Senator John A. Alario, Jr.
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REPORT TO THE LEGISLATURE
IN RESPONSE TO SCR NO. 102 OF THE 2015 REGULAR SESSION

SCR No. 102 of the 2015 Regular Session urged and requested the Louisiana State Law Institute "to study and make recommendations regarding whether any assignment or transfer of a mortgage loan on residential real property should be required to be recorded in the appropriate mortgage or conveyance records in order to be effective as to third parties, and further to determine whether there are alternative measures other than such recording in the public record that may assist in ensuring that mortgagors are better advised of the identity and contact information of new mortgagees in successive assignments or transfers of a mortgage loan on residential real property." SCR No. 102 of 2015 was assigned for study to the Security Devices Committee of the Law Institute.

The study resolution posits that, when a note secured by a residential mortgage is assigned to a new mortgagee, the law does not require that the assignment be recorded in the mortgage records. The resolution goes on to suggest that the lack of a recordation requirement "can create difficulty and confusion for consumers or debtors whose mortgage is sold or otherwise transferred or assigned to a new mortgagee on the secondary market, and who are seeking to ascertain from the public record who the new mortgagee is, potentially causing challenges for mortgagors or debtors in various types of proceedings, including foreclosure proceedings, in properly identifying who the new mortgagee is or which party to pay in order to avoid foreclosure proceedings and keep their mortgage payment schedule in good standing."

Because the public records are not intended to regulate the effect of instruments between the parties and because the law already contains adequate safeguards to protect third persons from the effect of an unrecorded assignment of a mortgage, the Law Institute believes that legislation altering the well-established rules of the public records doctrine to impose an absolute requirement of recordation of assignments of residential mortgages is both unwarranted and inadvisable and therefore recommends against such legislation.
I. OVERVIEW OF THE PUBLIC RECORDS DOCTRINE

Though the public records doctrine has existed in Louisiana for time immemorial, its current statutory foundation is found in the Civil Code title on Registry, adopted in 2005. The first article of that title states the fundamental rule of the public records doctrine:

Art. 3338. Instruments creating real rights in immovables; recordation required to affect third persons

The rights and obligations established or created by the following written instruments are without effect as to a third person unless the instrument is registered by recording it in the appropriate mortgage or conveyance records pursuant to the provisions of this Title:

(1) An instrument that transfers an immovable or establishes a real right in or over an immovable.

(2) The lease of an immovable.

(3) An option or right of first refusal, or a contract to buy, sell, or lease an immovable or to establish a real right in or over an immovable.

(4) An instrument that modifies, terminates, or transfers the rights created or evidenced by the instruments described in Subparagraphs (1) through (3) of this Article.

In Phillips v. Parker, 483 So. 2d 972 (La. 1986), a case arising prior to the 2005 revision, the Louisiana Supreme Court explained the underlying principles of the public records doctrine as follows:

The fundamental principle of the law of registry is that any sale, mortgage, privilege, contract or judgment affecting immovable property, which is required to be recorded, is utterly null and void as to third persons unless recorded. Redmann, The Louisiana Law of Recordation: Some Principles and Some Problems, 39 Tul.L.Rev. 491 (1965). When the law of recordation applies, an interest in immovable property is effective against third persons only if it is recorded; if the interest is not recorded, it is not effective against third persons, even if the third person knows of the claim. This principle is traceable to the decision in McDuffie v. Walker, 125 La. 152, 51 So. 100 (1909), in which the court held that the plaintiff, as purchaser of immovable property by recorded act, was entitled to recognition as owner in a petitory action against the defendant.

1 Prior to the 2005 revision, the public records doctrine was embodied in R.S. 9:2721, which provided that "[n]o sale, contract, counter letter, lien, mortgage, judgment, surface lease, oil, gas or mineral lease or other instrument of writing relating to or affecting immovable property shall be binding on or affect third persons or third parties unless and until filed for registry in the office of the parish recorder of the parish where the land or immovable is situated; and neither secret claims or equities nor other matters outside the public records shall be binding on or affect such third parties." R.S. 9:2721 was repealed in the 2005 revision.
who had purchased the property seven years earlier and had immediately gone
into possession, but had not recorded the deed. In response to the defendant's
argument that the plaintiff had knowledge of the prior unrecorded sale, the court
reiterated its decision in Harang v. Plattsmeier, 21 La. Ann. 426 (1869) that actual
knowledge is not the equivalent of registry, which is absolutely required in order
for the sale to affect third persons.

Thus, the law of registry does not create rights in a positive sense, but rather has
the negative effect of denying the effectiveness of certain rights unless they are
recorded. The essence of the public records doctrine is that recordation is an
essential element for the *effectiveness* of a right, and it is important to distinguish
between *effectiveness* of a right against third persons and *knowledge* of a right by
third persons. An unrecorded interest is not effective against anyone (except the
parties). A recorded interest, however, is *effective* both against those third persons
who have *knowledge* and those who do not have *knowledge* of the presence of the
interest in the public records. From the standpoint of the operation of the public
records doctrine, knowledge is an irrelevant consideration. Any theory of
constructive knowledge which imputes knowledge of the contents of the public
records to third persons forms no part of the public records doctrine.

Another element of the public records doctrine is the protection of third persons.
La. R.S. 9:2722 provides that a third person is entitled to rely on the law of
registry and is protected thereby. This protection of third parties has significance
only when an interest which is required to be recorded is *not recorded*, because a
third person under such circumstances can deal with the property in *reliance on
the absence* of the interest from the public records, even if the third person has
actual knowledge of the interest. Thus, the primary concern of the public records
doctrine is the protection of third persons against *unrecorded* interests. The public
records doctrine therefore has little applicability in the present case in which the
claim of plaintiff's ancestor in title was recorded.

483 So. 2d at 975-76. Citing its decision in the *Phillips* case, the Court took the opportunity in
the later case of *Cimarex Energy Co. v. Mauboules*, 40 So. 3d 931 (La. 2010) to explain the
public policy reasons behind the public records doctrine:

The Louisiana Public Records doctrine generally expresses a public policy that
interest in real estate must be recorded in order to affect third persons. Simply
put, an instrument in writing affecting immovable property which is not recorded
is null and void except between the parties. See Peter S. Title, *Louisiana Real
Estate Transactions*, § 8.1 (2009). The public records doctrine is founded upon
our public policy and social purpose of assuring stability of land titles. *Camel v. Waller*, 526 So.2d 1086, 1089 (La.1988). . . . The public records doctrine is now
generally set forth in La. C.C. art. 3338. . . .

The public records doctrine has been described as a negative doctrine because it
does not create rights, but, rather, denies the effect of certain rights unless they
are recorded. Title, supra at § 8.16; Camel, 526 So.2d at 1089-1090; Phillips v. Parker, 483 So.2d 972, 975 (La.1986). In explaining the negative nature of the doctrine, this Court has stated that third persons are not allowed to rely on what is contained in the public records, but can rely on the absence from the public records of those interests that are required to be recorded. Camel, 526 So.2d at 1090 [citing Redmann, The Louisiana Law of Recordation: Some Principles and Some Problems, 39 Tul. L. Rev. 491 (1965)]. The primary focus of the public records doctrine is the protection of third persons against unrecorded interests. Camel, 526 So.2d at 1090; Phillips, 483 So.2d at 976.

40 So. 3d at 943-44.

Three preliminary observations about the workings of the public records doctrine are in order. First, as the Supreme Court observed in the two cases cited above, the focus of the public records doctrine is on the protection of third persons, not the parties themselves. Indeed, this is clear from the text of Article 3338 itself. Secondly, the public records doctrine applies to immovables only, and not movables. Finally, the public records doctrine does not include a statutory mandate that instruments affecting immovables be recorded; instead the doctrine simply assigns a consequence to the failure of recordation: ineffectiveness against third persons.

II. APPLICATION OF THE PUBLIC RECORDS DOCTRINE TO MORTGAGE ASSIGNMENTS

A. The mortgagor is a party to the mortgage transaction, and not a third person, and accordingly is not entitled to the benefit of the public records doctrine.

It is readily apparent that the mortgagor, as the grantor of the mortgage, is a party to the mortgage and is not a third person insofar as the mortgage transaction is concerned. The mortgage is effective against him whether or not it is ever recorded and, if recorded, whether or not it is reinscribed within the time required by law.\(^2\) As pointed out above, the purpose of the laws of registry is to protect third persons, not the parties themselves. Accordingly, if a mortgage is not recorded and the mortgagor later mortgages, sells or grants other rights in the mortgaged property to a third person, that third person will acquire those rights in the property free from the effect of the mortgage. The reason is that, since the mortgage was not recorded, it is ineffective against third persons. The mortgagor himself is not a third person, and the mortgage remains effective against him.

B. A mortgage note is a movable to which the laws of registry do not directly apply.

There is no doubt that a promissory note, even if secured by a mortgage, is a movable.\(^3\) As pointed out above, the laws of registry apply only to immovables, not to movables.

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\(^2\) For a recent application of this rule, see In re 800 Bourbon Street, LLC, 541 B. R. 616 (Bankr. E.D. La. 2015), holding that a mortgage is effective between the parties from the time of its execution, regardless of whether it is recorded or timely reinscribed.

\(^3\) See C.C. Art. 475.
Accordingly, if a third person desires to acquire a mortgage note by assignment, he cannot
simply examine the public records in order to satisfy himself as to whether the proposed assignor
actually owns the mortgage note or has the power to transfer rights in it to him. Indeed, if the
public records doctrine did apply to mortgage notes, the proposed transferee would be required
to examine the public records in order to assure himself of the power of his transferor to transfer
the note to him, rather than being able to rely on his transferor’s possession of the note and the
presence of prior endorsements on the note in the favor of his transferor. Such a rule would
have the undesirable effect of making all mortgage loans in Louisiana insusceptible, as a
practical matter, of transfer on the secondary mortgage market, thus almost certainly causing
Louisiana residents to encounter immense difficulty in obtaining credit for purchases of homes.

C. The public records doctrine already protects third persons acquiring an interest in an
immovable against the effect of an unrecorded transfer of a mortgage.

It is true, of course, that the mortgage securing a mortgage note creates a real right in the
immovable property subject to the mortgage. As an accessory obligation, the mortgage will be
automatically transferred along with a transfer of the mortgage note, even without a special
stipulation to that effect.

As mentioned above, the transfer of the mortgage note is the transfer of a movable and is
therefore outside the scope of the public records doctrine. The transferee of the note is not
protected by the public records doctrine. This is not to suggest, however, that the public records
decision has no applicability at all where transfers of mortgage notes are concerned. Mortgages
are frequently released, in whole or in part, amended or otherwise modified. Although the
transferee of a mortgage note is not protected by the public records doctrine against adverse
claims to the note itself, he is nonetheless protected against unrecorded instruments affecting the
mortgage. Accordingly, Civil Code Article 3356(A) provides that the transferee of an obligation
secured by a mortgage is not bound by any unrecorded act releasing, amending, or otherwise
modifying the mortgage if he is a third person with respect to that unrecorded act.

Similarly, third persons who intend to acquire an interest in the immovable burdened by a
mortgage have an interest in knowing whether a transfer, modification, amendment, or release of
a mortgage executed by a person purporting to be the mortgagee was in fact executed by the
proper person. Accordingly, Civil Code Article 3356(B) provides that a recorded transfer,
modification, amendment, or release of a mortgage made by the obligee of record is effective as
to third persons notwithstanding the fact that the obligation secured by the mortgage has been
transferred to another. The obligee of record is defined to be the person identified by the
mortgage records as the obligee of the secured obligation. By operation of this rule, if the person
who appears of record to be the holder of the obligation secured by a mortgage executes a
transfer, modification, amendment, or release of the mortgage, and if that instrument is recorded,
it is effective against third persons even though the person executing the instrument had actually

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4 C.C. Art. 3278 defines a mortgage to be a nonpossessory right created over property to secure performance of an
obligation. See also C.C. Art. 3280, providing that a mortgage is an indivisible real right that follows the
encumbered property into whatever hands it may pass.

5 See C.C. Arts. 3136 and 3282.
already transferred the mortgage obligation to another person by virtue of an unrecorded act.

These rules are complemented by Subparagraph (4) of Civil Code Article 3338, which
provides that an instrument that modifies, terminates or transfers any of the instruments
described earlier in the article (such as a mortgage, which is within the scope of Subparagraph
(1) of the article) is also without effect as to a third person unless properly filed for record. Thus,
to the extent that the study resolution suggests that Article 3338 does not require mortgage
assignments to be recorded in order to be effective against third persons, it appears to overlook
Subparagraph (4) of the article. However, the resolution is correct that the article does not
absolutely require that an instrument transferring a mortgage be recorded. As is the case with
the mortgage itself, there is no statutory edict mandating the filing of the assignment of a
mortgage, but there are consequences attendant to a failure to record: Specifically, the mortgage
assignment is without effect as to third persons.

Thus, existing law already operates to protect third persons against the ill effects of
unrecorded transfers of obligations secured by mortgages.

D. *The interests of the mortgagor are protected by state and federal law other than the*
laws of registry.

From the proposition that the public records are designed to protect only third persons, it
follows that the public records are not a registry that can be consulted by the mortgagor to
determine who, at any moment, holds the promissory note secured by his mortgage. Indeed, the
public records were not designed with that purpose in mind. Nevertheless, there are other laws
that protect the mortgagor against assignments of which he has no knowledge. For instance,
Civil Code Article 2643, which deals with assignment of rights, provides that the assignment of a
right is effective against the debtor only from the time the debtor has actual knowledge or has
been given notice of the assignment. Civil Code Article 2644 provides that when the debtor,
without knowledge or notice of the assignment, renders performance to the assignor, this
performance extinguishes the debtor’s obligation and is effective against the assignee.

A case could be made that mortgagors would be better protected if the law mandated that
they be given notice of an assignment of their mortgage notes. Actually, federal law already
does precisely that in the case of most residential mortgage transactions. Federal regulations\(^6\)
issued under the Real Estate Settlement Procedures Act require that each transferor, servicer and
transferee servicer of a mortgage loan\(^7\) must provide to the borrower a notice of transfer of any
assignment of the servicing of the mortgage loan. This notice must contain certain prescribed
information, such as the effective date of the transfer, contact information of the transferee
servicer, contact information of the transferor servicer, and the date on which the transferor
servicer will cease to accept payments on the loan. The transferor servicer must give this notice
not less than fifteen days before the effective date of the transfer.\(^8\)

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\(^6\) 12 C.F.R. § 1024.33.

\(^7\) Defined by 12 C.F.R. § 1024.31 to include each "federally related mortgage loan," as that term is defined in 12
C.F.R. § 1024.2.

\(^8\) The transferor and transferee servicers are permitted to provide a single notice, in which case the notice must be
provided not less than fifteen days before the effective date of the transfer.
Not only does federal law require these notices, it also preempts conflicting state law, by providing that a lender shall be considered to have complied with the provisions of any state law or regulation requiring notice to the borrower at the time of transfer of servicing of a loan if the lender or servicer complies with the requirements of the federal regulation. Moreover, any state law requiring notice to the borrower at the time of the transfer of servicing of the loan is preempted, and the federal regulations specifically provide that there shall be no additional borrower disclosure requirements. Thus, not only does federal law already require that a residential borrower be given specific notices of the transfer of servicing of his mortgage loan, federal law also preempts other state law notification requirements. For these reasons, imposing any additional state law requirement would not only be unnecessary but would also be preempted and rendered ineffective by the federal regulation.

III. CONCLUSION

The laws of registry are designed to protect third persons against the effect of unrecorded agreements affecting immovables. Even where the rights of third persons are concerned, however, the law does not actually mandate that instruments affecting immovables be recorded. Instead, the law simply assigns a consequence to the failure to record an instrument affecting an immovable: The instrument is without effect as to third persons.

The public records are not designed to protect mortgagors, who are parties to the mortgage transaction, nor to create a readily available index through which a mortgagor can determine who, at any time, holds his mortgage obligation. Federal law, with preemptive effect, already mandates that specific notices be given whenever the servicing of most residential mortgage loans is assigned. Attempting to prescribe additional notices under state law is therefore both inadvisable and unwarranted.

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9 12 C.F.R. § 1024.33(d).
10 Id.
§ 1024.33 Mortgage servicing transfers.

(a) Servicing disclosure statement. Within three days (excluding legal public holidays, Saturdays, and Sundays) after a person applies for a reverse mortgage transaction, the lender, mortgage broker who anticipates using table funding, or dealer in a first-lien dealer loan shall provide to the person a servicing disclosure statement that states whether the servicing of the mortgage loan may be assigned, sold, or transferred to any other person at any time. Appendix MS-1 of this part contains a model form for the disclosures required under this paragraph (a). If a person who applies for a reverse mortgage transaction is denied credit within the three-day period, a servicing disclosure statement is not required to be delivered.

(b) Notices of transfer of loan servicing.

(1) Requirement for notice. Except as provided in paragraph (b)(2) of this section, each transferor servicer and transferee servicer of any mortgage loan shall provide to the borrower a notice of transfer for any assignment, sale, or transfer of the servicing of the mortgage loan. The notice must contain the information described in paragraph (b)(4) of this section. Appendix MS-2 of this part contains a model form for the disclosures required under this paragraph (b).

(2) Certain transfers excluded.

(i) The following transfers are not assignments, sales, or transfers of mortgage loan servicing for purposes of this section if there is no change in the payee, address to which payment must be delivered, account number, or amount of payment due:

(A) A transfer between affiliates;

(B) A transfer that results from mergers or acquisitions of servicers or subservicers;

(C) A transfer that occurs between master servicers without changing the subservicer;

(ii) The Federal Housing Administration (FHA) is not required to provide to the borrower a notice of transfer where a mortgage insured under the National Housing Act is assigned to the FHA.

(3) Time of notice.

(i) In general. Except as provided in paragraphs (b)(3)(ii) and (iii) of this section, the transferor servicer shall provide the notice of transfer to the borrower not less than 15 days before the effective date of the transfer of the servicing of the mortgage loan. The transferee servicer shall provide the notice of transfer to the borrower not more than 15
days after the effective date of the transfer. The transferor and transferee servicers may
provide a single notice, in which case the notice shall be provided not less than 15 days
before the effective date of the transfer of the servicing of the mortgage loan.

(ii) Extended time. The notice of transfer shall be provided to the borrower by the
transferor servicer or the transferee servicer not more than 30 days after the effective date
of the transfer of the servicing of the mortgage loan in any case in which the transfer of
servicing is preceded by:

(A) Termination of the contract for servicing the loan for cause;

(B) Commencement of proceedings for bankruptcy of the servicer;

(C) Commencement of proceedings by the FDIC for conservatorship or receivership
of the servicer or an entity that owns or controls the servicer; or

(D) Commencement of proceedings by the NCUA for appointment of a conservator
or liquidating agent of the servicer or an entity that owns or controls the servicer.

(iii) Notice provided at settlement. Notices of transfer provided at settlement by the
transferor servicer and transferee servicer, whether as separate notices or as a combined
notice, satisfy the timing requirements of paragraph (b)(3) of this section.

(4) Contents of notice. The notices of transfer shall include the following information:

(i) The effective date of the transfer of servicing;

(ii) The name, address, and a collect call or toll-free telephone number for an employee
or department of the transferee servicer that can be contacted by the borrower to obtain
answers to servicing transfer inquiries;

(iii) The name, address, and a collect call or toll-free telephone number for an employee
or department of the transferor servicer that can be contacted by the borrower to obtain
answers to servicing transfer inquiries;

(iv) The date on which the transferor servicer will cease to accept payments relating to
the loan and the date on which the transferee servicer will begin to accept such payments.
These dates shall either be the same or consecutive days;

(v) Whether the transfer will affect the terms or the continued availability of mortgage
life or disability insurance, or any other type of optional insurance, and any action the
borrower must take to maintain such coverage; and

(vi) A statement that the transfer of servicing does not affect any term or condition of the
mortgage loan other than terms directly related to the servicing of the loan.
(c) Borrower payments during transfer of servicing.

(1) Payments not considered late. During the 60-day period beginning on the effective date of transfer of the servicing of any mortgage loan, if the transferor servicer (rather than the transferee servicer that should properly receive payment on the loan) receives payment on or before the applicable due date (including any grace period allowed under the mortgage loan instruments), a payment may not be treated as late for any purpose.

(2) Treatment of payments. Beginning on the effective date of transfer of the servicing of any mortgage loan, with respect to payments received incorrectly by the transferor servicer (rather than the transferee servicer that should properly receive the payment on the loan), the transferor servicer shall promptly either:

(i) Transfer the payment to the transferee servicer for application to a borrower's mortgage loan account, or

(ii) Return the payment to the person that made the payment and notify such person of the proper recipient of the payment.

(d) Preemption of State laws. A lender who makes a mortgage loan or a servicer shall be considered to have complied with the provisions of any State law or regulation requiring notice to a borrower at the time of application for a loan or transfer of servicing of a loan if the lender or servicer complies with the requirements of this section. Any State law requiring notice to the borrower at the time of application or at the time of transfer of servicing of the loan is preempted, and there shall be no additional borrower disclosure requirements. Provisions of State law, such as those requiring additional notices to insurance companies or taxing authorities, are not preempted by section 6 of RESPA or this section, and this additional information may be added to a notice provided under this section, if permitted under State law.