

(6) You provide your agency with a copy of the trust document; or

(b) The title is held in the name of a financial institution, and:

(1) The property is your residence;

(2) You and/or a member(s) of your immediate family executed a financing agreement (e.g., mortgage) with the financial institution;

(3) State or local law requires that lending parties take title to perfect (*i.e.*, protect) a security interest in the property, or the financial institution requires that it take possession of title as a condition of the financing agreement; and

(4) You provide your agency with a copy of the financing document; or

(c) The title is held both in the names of:

(1) You solely, or jointly with one or more members of your immediate family, or one or more members of your immediate family;

(2) An individual accommodation party as defined in §302–11.106 who is not a member of your immediate family; and

(3) The conditions apply:

(i) The property is your residence.

(ii) You and/or a member(s) of your immediate family have the right to use the property and to direct conveyance of the property.

(iii) The lender requires signature of the accommodation party on the financing document.

(iv) You and/or a member of your immediate family, are liable for payments under the financing arrangement (e.g., mortgage).

(v) The accommodation party's name is on the title.

(vi) The accommodation party does not have a financial interest in the property unless the employee and/or a member(s) of the immediate family default on the financing arrangement.

(vii) You must provide documentation of the accommodation that is acceptable by your agency; or

(d) The title is held by the seller of the property and the following conditions are met:

(1) The property is your residence;

(2) You and/or member(s) of your immediate family has the right to use the property and to direct conveyance of the property;

(3) You and/or member(s) of your immediate family must have signed a financing agreement with the seller of the property (e.g., a land contract) providing for fixed periodic payments and transfer of title to the employee and/or a member(s) of the immediate family upon completion of the payment schedule; and

(4) You provide your agency with a copy of the financing agreement; or

(e) Another equitable title situation exists where title is held in your name only or jointly with you and one or more members of your immediate family or with you and an individual who is not an immediate family member, and the following conditions are met:

(1) The property is your residence.

(2) You and/or a member(s) of your immediate family has the right to use the property and to direct conveyance of the property.

(3) Only you and/or a member(s) of your immediate family has made payments on the property.

(4) You and/or a member(s) of your immediate family received all proceeds from the sale of the property.

(5) You must provide suitable documentation to your agency that all conditions in paragraphs (e)(1) through (e)(4) of this section are met.

#### **§ 302–11.106 What is an accommodation party?**

An accommodation party is an individual who signs an employee's financing agreement (e.g., a mortgage) to lend that individual's name (*i.e.*, credit) to the arrangement.

[FTR Amdt. 98, 66 FR 58196, Nov. 20, 2001, as amended by FTR Case 2022–05, 89 FR 12255, Feb. 16, 2024]

### **Subpart C—Reimbursable Expenses**

#### **§ 302–11.200 What residence transaction expenses will my agency pay?**

Provided the residence transaction expenses are customarily charged to the seller of a residence in the locality of the old official station or paid by the purchaser at the new official station, your agency will, with appropriate supporting documentation provided by you, reimburse you for the following