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A STATUS REPORT · EDITION ONE

The Divorce Assumption Report

Three states now require conventional mortgages to be assumable in a divorce. No agency in the United States records how often that actually happens, or why.

PUBLISHED	EDITION	STATUTES VERIFIED AGAINST
August 2026	One	Enacted text

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05 What none of these laws do
06 What the data shows
07 Fifty-state status
08 Method, sources, corrections

> *Three legislatures have compelled a transaction that no federal dataset can measure.*
>
> SECTION ONE · THE FINDING

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Prepared for family law attorneys, mediators and divorce financial professionals. It describes what the loan system requires of lenders and servicers. **It is not legal advice.**

DIVORCE LENDING ASSOCIATION · THE CDLP® PROGRAM

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Edition **One** Data current to **August 27, 2026** Statutes verified against **enacted text**

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One

The Finding: Nobody Counts This

Three legislatures have compelled a transaction that no federal dataset can measure.

Every discussion of divorce and mortgage assumption runs into the same wall, and almost nobody says so out loud. **No source in the United States records why an assumption occurred.** Not FHA, not VA, not USDA, not Fannie Mae, not Freddie Mac, not Ginnie Mae, and not the Home Mortgage Disclosure Act. There is no reason code. A divorce-triggered assumption and a sale-triggered assumption are indistinguishable in every dataset that exists.

The gap is not an oversight at the margins. It is structural, and it has three separate causes.

> REGULATION C · COMMENT 2(D)–2.I
>
> *"Assumptions are covered transactions, including successor-in-interest transactions."*
>
> HMDA covers assumptions. It simply has no field that identifies one. Every assumption is reported into the loan application register and dissolves into ordinary origination counts. Reported, and invisible.

Ginnie Mae cannot count them either, for a reason that is almost elegant: an assumed loan never leaves the pool, so no removal-reason code is ever generated. And the enterprises publish loan purchase and performance data without publishing assumption volume at all.

The industry has said this plainly. In December 2022, the Mortgage Bankers Association wrote to FHA and VA that **"data on volume of assumptions remains scarce."** Nearly four years later, it still is.

WHY THIS MATTERS TO A FAMILY LAW PRACTICE

When a legislature compels the availability of a transaction it cannot measure, nobody will be able to say whether the law worked. Not the sponsor, not the regulator, and not the attorney advising a client to rely on it. The only evidence available is the statutory text, the loan program rules underneath it, and what servicers actually do. This report assembles all three.

Two

The Three Statutes, Side by Side

California, Maryland and Virginia. No fourth state, and no federal bill.

	CALIFORNIA	MARYLAND	VIRGINIA
Authority	AB 3100 Ch. 431 (2024) Civ. Code §2951	HB 1018 Ch. 202 (2025) Fin. Inst. §§5-514, 6-606.1, 11-522	HB 304 2026 c. 962 Va. Code §6.2-419(E)
Status	NOT YET OPERATIVE	IN FORCE	IN FORCE
Reaches	Loans **originated on or after January 1, 2027**	New loans **and existing loans**, retroactively	Loans **secured on or after July 1, 2026**
Trigger	Dissolution, legal separation, or incidental property settlement	Decree of **absolute divorce** only	Decree of **annulment or divorce**
Condition	In all three: the assuming borrower must qualify for the underlying loan, **as determined by the lender**.		
Disclosure	None in the enacted text	**Before** completion of the loan application	Within **three days** of a completed application
Enforcement	None provided	Regulator supervision	Regulator supervision
Releases the departing spouse	NO	NO	NO

That last row is the one to read twice. The words *release*, *liability* and *novation* appear in none of the three statutes. Each compels the *availability of an assumption*. None discharges anyone from the note.

Three

What Each One Actually Says

Operative language, quoted from enacted text.

California

> CAL. CIV. CODE §2951(A)
>
> "A *conventional home mortgage loan originated on or after January 1, 2027, and secured by owner-occupied residential real property containing four or fewer dwelling units with multiple borrowers shall include provisions to allow for any of the existing borrowers to purchase the property interest of another borrower on the loan by assuming the seller's portion of the mortgage in connection with a decree of dissolution of marriage, a legal separation agreement, or an incidental property settlement if the assuming borrower qualifies for the underlying loan, as determined by the lender.*"

Two features of the California statute deserve attention, and neither is widely reported.

It excludes the loans that motivated it. The Senate Banking analysis describes the bill as a response to mortgage rates rising from under three percent in 2021 to roughly seven percent in 2024. The enacted text then reaches only loans *originated on or after* January 1, 2027. Every legacy low-rate loan, the entire population the bill was written about, sits permanently outside it.

It has no enforcement mechanism, and the Legislature knew. The Senate Banking Committee analysis states that the bill "does not provide an enforcement mechanism" and suggested the author consider working with the Judiciary Committee to craft a narrow enforcement provision. No such provision was added.

> A CORRECTION WORTH MAKING
>
> Several compliance bulletins and California's own Assembly Floor analysis state that the law requires lenders to explain the assumption process in the loan documents provided to borrowers. **That requirement was struck by Senate amendment on June 6, 2024 and does not appear in the enacted section.** Civil Code §2951 contains subdivision (a), quoted above, and a definitions subdivision (b). Nothing else.

Maryland

> **MD. FIN. INST. §5-514(B), AND PARALLEL PROVISIONS AT §6-606.1 AND §11-522**
>
> "A *banking institution shall include in any conventional home mortgage loan a provision authorizing any of the existing borrowers to purchase the property interest of another borrower on the loan by assuming the seller's portion of the mortgage…*"
>
> Conditioned on a decree of absolute divorce and on the assuming borrower qualifying. Parallel sections bind credit unions and mortgage lenders, so the obligation follows the institution type.

Maryland is the only one of the three that reaches loans already in existence, which makes it the only one that touches a low-rate loan written before the statute. It is also the only one with an internal tension in its own applicability clause.

Section 2 of the Act contains two sentences that do not sit comfortably together. One deems *conventional home mortgages exceeding the FHFA lending limits*, entered into before the effective date, to include an assumption provision. The next states that the operative subsections "shall be construed to apply retroactively and shall be applied to and interpreted to affect any conventional home mortgage loan entered into prior to the effective date of this Act." One sentence is limited to loans above the conforming limit; the next is general. A practitioner relying on Maryland retroactivity for a conforming-balance loan should read both sentences before relying on either.

Maryland's disclosure duty also runs earlier than Virginia's: the provision must be disclosed in writing to the applicant *before completion of the loan application*, not after.

Virginia

> **VA. CODE §6.2-419(E)**
>
> *"Any lender, for any conventional home mortgage loan secured on or after July 1, 2026… shall include provisions in such loan to allow for any of the existing borrowers to purchase the property interest of another borrower on the loan by assuming the seller's portion of the mortgage in connection with a decree of annulment or divorce if the assuming borrower qualifies for the underlying loan, as determined by the lender. The lender shall disclose such assumption provision in writing to a conventional home mortgage loan applicant within three days of receiving a completed loan application."*
>
> The subsection closes with a carve-out: it does not apply to any conventional home mortgage loan "that is otherwise required to be assumable in connection with a divorce under state or federal law."

Virginia's is the tidiest drafting of the three, and it was added to a section that has existed since 1982. Subsections (A) through (D) already gave a Virginia homeowner the right to demand, in writing, whether a holder will permit assumption, and to receive an answer within ten business days. The 2026 amendment converts a disclosure regime into a mandate, for loans secured going forward.

Note also that all three statutes define "conventional home mortgage loan" to exclude loans insured or guaranteed by the federal government. FHA, VA and USDA loans are governed by their own assumption rules, covered next, and are untouched by any of this.

Four

The Federal Baseline

What already applied, and what these statutes did not change.

Most of what practitioners believe about divorce and mortgage assumption comes from Garn-St. Germain, and most of what they believe about Garn-St. Germain is wider than the statute.

> **12 U.S.C. §1701J-3(B)**
>
> "*...lenders are encouraged to permit an assumption of a real property loan at the existing contract rate or at a rate which is at or below the average between the contract and market rates.*"
>
> "Encouraged" is hortatory. It creates no duty and no cause of action. This is the single most misread sentence in the statute.

What Garn-St. Germain actually does is narrower and still valuable: its subsection (d) exemptions bar a lender from *accelerating* on certain transfers, including a transfer to a spouse or child, and a transfer resulting from a decree of dissolution, legal separation or incidental property settlement where the spouse becomes an owner. That protects the transfer of title. It does not compel an assumption, and it does not release anyone.

Then there is the fact that reframes the entire discussion for conventional loans.

> **FANNIE MAE SELLING GUIDE · B2-1.4-01, FIXED-RATE LOANS**
>
> "*Conventional fixed-rate loans are not assumable as of the note date.*"
>
> For the great majority of conventional loans in force there is no assumption right *in the note*. Not because a servicer refuses, but because the note never contained one. A decree reciting that a spouse "shall assume the mortgage" binds the spouses. It does not bind the noteholder, which was never a party to it. What the noteholder itself permits is a separate question, and it is answered in Section Five.

This is precisely the gap the three new statutes address, and it explains their shape: they operate by requiring the assumption provision to be written into the loan in the first place, going forward, rather than by compelling a servicer to permit something the note does not allow.

GOVERNMENT-BACKED LOANS, WHICH ARE A DIFFERENT WORLD

- **FHA** restricts assumption only as its rules permit (24 C.F.R. §203.512), and release of the departing borrower is a separate act requiring a creditworthiness determination or the passage of five years without default (§203.510).
- **VA** loans made on commitments dated on or after March 1, 1988 require holder or VA approval, with the purchaser assuming full liability and qualifying creditworthily (38 U.S.C. §3714). The processing fee is capped at $300, or $250 where VA prior approval is required, but a regional Assumption Locality Variance of $386 to $463 is chargeable on top of it, so the realistic figure is closer to $700. **The 0.50 percent assumption funding fee does not apply to a divorce assumption**, which VA treats as an unrestricted transfer (Circular 26-23-10, Change 1). It is charged anyway often enough to be worth checking.
- **Where the veteran keeps the house, no assumption is required at all.** VA guidance is explicit: "VA does not require the servicer to complete an assumption to release a spouse, whose entitlement is not encumbered by the VA-guaranteed loan, from liability to a loan if the request is made due to a decree to dissolve the marriage… awarding the property to the Veteran." The servicer needs the decree and a recorded deed, and nothing else. No underwriting, no VA approval, no VA release letter (Circular 26-23-10, paragraph e).
- **The VA entitlement trap runs the other way.** Where a non-veteran spouse assumes, VA states plainly that "the original Veteran's entitlement remains encumbered by the loan until the loan is paid in full. The seller would not receive a restoration of entitlement." A veteran who gives up the house in a settlement can find they cannot use their benefit again. Only a substitution of entitlement by an assuming veteran restores it (38 U.S.C. §3702(b)(2)). The two directions, the release-from-the-note problem and the refinance rules are set out in full in The Military Divorce Assumption Report.
- **USDA** is starkest of all: on an approved assumption "the transferee must assume the entire outstanding debt… however, the transferor must remain personally liable" (7 C.F.R. §3555.256(b)(2)(i)).

THE SUCCESSOR-IN-INTEREST RULES ARE NOT AN ASSUMPTION RIGHT

The CFPB's 2016 servicing amendments require a servicer to treat a confirmed successor in interest as a borrower for communication and loss-mitigation purposes. The Bureau's own commentary makes the limit explicit: a servicer "may not require a confirmed successor in interest to assume the mortgage loan obligation under State law to be considered a borrower." That is the converse of a right to assume. These are disclosure and communication rules. They do not move the debt.

Five

The Pathway Almost Nobody Cites

The investor rules sit between the note and the servicer, and they are published.

The sentence above is about the note. It is not the end of the analysis, and treating it as the end is the most common error in this subject after conflating assumption with release.

A conventional note may contain no assumption provision. The party who would object to an assumption anyway is not the note; it is the noteholder. On a loan sold to Fannie Mae or Freddie Mac, that is the GSE, and both of them publish what their servicers must do when a divorce transfer arrives.

> **FANNIE MAE SERVICING GUIDE · D1-4.1-02, ALLOWABLE EXEMPTIONS DUE TO THE TYPE OF TRANSFER**
>
> "*Unless the previous borrower requests a release of liability, the servicer must process the following exempt transactions without reviewing or approving the terms of the transfer… a spouse of the borrower… under a divorce decree or legal separation agreement or from an incidental property settlement agreement, as long as the transferee will occupy the property.*"
>
> The release request is the trigger. Where one is made, the servicer must determine the transferee's credit and financial capacity under F-1-28, and under F-1-17 must "prepare an assumption or assumption and release agreement, as applicable."

> **FREDDIE MAC SINGLE-FAMILY SELLER/SERVICER GUIDE · 8406.2(C)**
>
> "*The Servicer must approve the Transfer of Ownership if, based on its eligibility review… it reasonably determines that the security interest in the Mortgaged Premises will not be impaired by this transfer.*"
>
> Must, not may, and 8406.1(d)(iv) adds that where an assumption is requested the servicer "must prepare a written assumption agreement." The duty is real and it is also conditional in four places, set out below.

The authority for this is not the note. It is the servicing contract. Garn-St. Germain removes the noteholder's right to accelerate on a divorce transfer; the investor then authorizes its servicer to substitute the obligor by written agreement. It is a novation permitted by the noteholder, which is why no assumption clause is required. The party who would otherwise object is the party granting permission.

Two limits on that, both easy to miss. Fannie's separate creditworthy-purchaser route at D1-4.2-02 reaches adjustable-rate loans and a small set of fixed-rate portfolio loans purchased under commitments dated before November 1980. It does nothing for a modern conventional fixed-rate divorce case, which runs entirely through the exempt-transfer channel above. And where the loan has already been modified, or is delinquent, the servicer must go to the GSE rather than decide alone.

WHAT “MUST APPROVE” DOES NOT MEAN

That sentence is the strongest language either guide contains on this subject, and it is conditional in four places. Anyone quoting it to an attorney should be able to name all four.

1. **It has to be a Freddie Mac loan.** Fannie's provisions are structurally similar but worded as authorization rather than command. FHA, VA, USDA, bank portfolio and private-label loans are outside both.
2. **Somebody has to ask.** Under 8406.1(c) a divorce transfer protected by the federal exemptions proceeds with no approval at all, and the servicer may not require an assumption or evaluate anyone. The assumption machinery starts only where the transferee requests to assume or the transferor requests release. Most cases do not end in a denial. They end in a request nobody made.
3. **The transferee has to qualify, in full.** The eligibility review at 8406.2(b) is manual underwriting under Topics 5100 through 5500: application, credit report, income and asset documentation, verification of employment, source of funds, analyzed on Form 1077. The duty to approve attaches after qualification. It does not lower the bar to it.
4. **The security interest must not be impaired**, as the servicer reasonably determines. That phrase is not defined tightly, and it is where a servicer disinclined to proceed still has room.

Two loan conditions take the file off this track entirely. A delinquent loan, or one already modified, requires Freddie Mac's own approval under 8406.1(a)(ii) and the simultaneous assumption and modification provisions at 9207.1(b).

THE LIMIT THAT MATTERS MOST

These are guide provisions. They are the investor's contract with its servicer, not consumer law, and a borrower has no private right of action on them. Where a servicer disregards 8406.2(c) the remedies are escalation, a complaint to the Consumer Financial Protection Bureau, and Freddie Mac's own enforcement against the servicer. What the provision changes is the opening question, from whether the servicer will consider an assumption to which published rule governs one. That is not nothing. It is also not a right.

THE THING WORTH SITTING WITH

The investor pathway does what the three state statutes do not. It reaches an assumption *and* a release of liability, on loans that already exist, in all fifty states, and it has been published for years. The statutes compel the availability of an assumption and discharge nobody. Fannie and Freddie publish a route to both. It is a route rather than a guarantee: the assuming spouse must qualify alone, and the conditions set out above are load-bearing.

ESTABLISHING WHOSE LOAN IT IS, FIRST

None of this applies until the owner of the loan is known, and the servicer on the statement is rarely the owner. Fannie Mae and Freddie Mac each publish a loan lookup tool, and the Mortgage Electronic Registration Systems database covers loans registered there. Where those come back empty, Regulation X provides the faster route: a request for information asking the identity and contact details of the owner or assignee must be answered within ten business days, at 12 C.F.R. §1024.36(d)(2)(i)(A). That one is a consumer right, with a deadline, and it is enforceable in a way the guides are not.

WHAT IS PUBLISHED, AND WHAT IS NOT

The published part is the credit side. Both guides set out documentation, qualification standards and fees. The fee schedules are identical: $100 where no credit review is required, otherwise the greater of $400 or one percent of the unpaid balance, capped at $900, plus actual third-party costs. Freddie expressly prohibits yield-enhancement and lost-opportunity fees as a breach of its guide. Freddie's five percent contribution requirement does not apply to a divorce transfer, which is carved out at 8406.2(b)(iii). Neither GSE permits a rate change on assumption outside a simultaneous modification.

The unpublished part is everything about delivery. Freddie requires the servicer to notify the transferee of the decision within twenty-five days of a *completed* application, and that is the only turnaround standard either GSE publishes. Fannie publishes none at all. Neither publishes an intake route, a staffing expectation, an escalation path for the transferee, or any approval-rate reporting. And neither imposes a duty to tell a divorcing borrower that this pathway exists. The guides govern what a servicer must do once asked. They say nothing about what it must volunteer.

ON THE CLAIM THAT SERVICERS HAVE GROWN MORE WILLING

It is widely repeated among practitioners that conventional servicers have become more open to divorce-incident assumptions over the past two or three years. We could not verify it. There is no GSE statement, no regulator finding, no trade association survey and no servicer disclosure supporting it.

The one adjacent development is real but narrower than it sounds. Freddie Mac added assumption underwriting to Loan Product Advisor in August 2024, which lets a servicer underwrite an assumption through the automated system instead of manually. That lowers the cost of processing one, which is the right mechanism. Freddie itself declined to characterize it as a loosening, stating that it is “not an expansion or change to Freddie Mac's mortgage assumption requirements.” Fannie has issued no counterpart.

The evidence pointing the other way is more direct. The CFPB's issue spotlight of December 2024, published eight months after that capability went live, documents servicers pressing homeowners to refinance at current rates rather than assume, waits of months or years, and repeated requests for documents already supplied.

And the claim cannot be settled either way, because the GSEs publish no conventional assumption volume at all. FHA and VA release counts. Fannie and Freddie do not. So a practitioner who believes servicer behavior has improved, and one who believes it has not, are both arguing from anecdote about a population nobody measures. That is the same hole this report opened with, in a different wall.

Six

Three Things That Get Conflated

Title, debt, and liability are three separate questions with three separate answers.

	WHAT IT IS	WHAT IT CHANGES	WHAT IT DOES NOT CHANGE
Title transfer	The deed moves the property to the receiving spouse.	The lender may not accelerate on account of the transfer.	**Nobody's liability on the note.** The receiving spouse owes nothing; the departing spouse still owes everything.
Assumption	The transferee contractually takes on the debt, by written agreement, after underwriting.	The transferee becomes personally liable.	By itself, releases no one. An assumption without an express release leaves **both** parties liable.
Release of liability	The noteholder discharges the departing spouse from the note.	That spouse's credit report, debt-to-income, and exposure to a deficiency.	Nothing about title or occupancy.

A quitclaim deed conveys the departing spouse's interest in the *property*. It has no effect whatsoever on the *note*. The client who quitclaims without obtaining a release has given away the asset and kept the entire liability, which is the worst of the available positions and the one consumers most often report landing in.

Seven

What None of These Laws Do

The limits, stated plainly, because they are where clients get hurt.

- **None releases the departing spouse.** Assumption and release are separate acts. A statute compelling the first says nothing about the second.
- **None waives qualification.** All three condition the right on the assuming borrower qualifying for the underlying loan as determined by the lender. A spouse who cannot carry the debt on one income gains nothing.
- **None reaches federally insured or guaranteed loans.** FHA, VA and USDA are excluded by definition in all three.
- **None creates a timeline.** There is no statutory deadline for a servicer to process an assumption in any of the three states.
- **None addresses new money.** An equity buyout that requires cash on top of the assumed balance is not solved by an assumption right; that is a second lien or a refinance, and the arithmetic often defeats the plan.
- **Two of the three do not reach existing loans at all.** Only Maryland does, and its applicability clause is internally inconsistent.

WHAT SERVICERS ACTUALLY DO

In December 2024 the Consumer Financial Protection Bureau published an issue spotlight on homeowners after divorce or the death of a family member. It documents servicers pressing homeowners to refinance at current rates rather than assume, assumptions taking “months or even years,” refusals to release an original borrower despite a high credit score and a clean payment history, and servicers continuing to send account information to an abusive former partner. One complaint describes 156 days waiting on a VA assumption.

That report is entirely qualitative. It contains no complaint counts, no percentages and no dollar totals. Any source attributing a statistic to it has invented one.

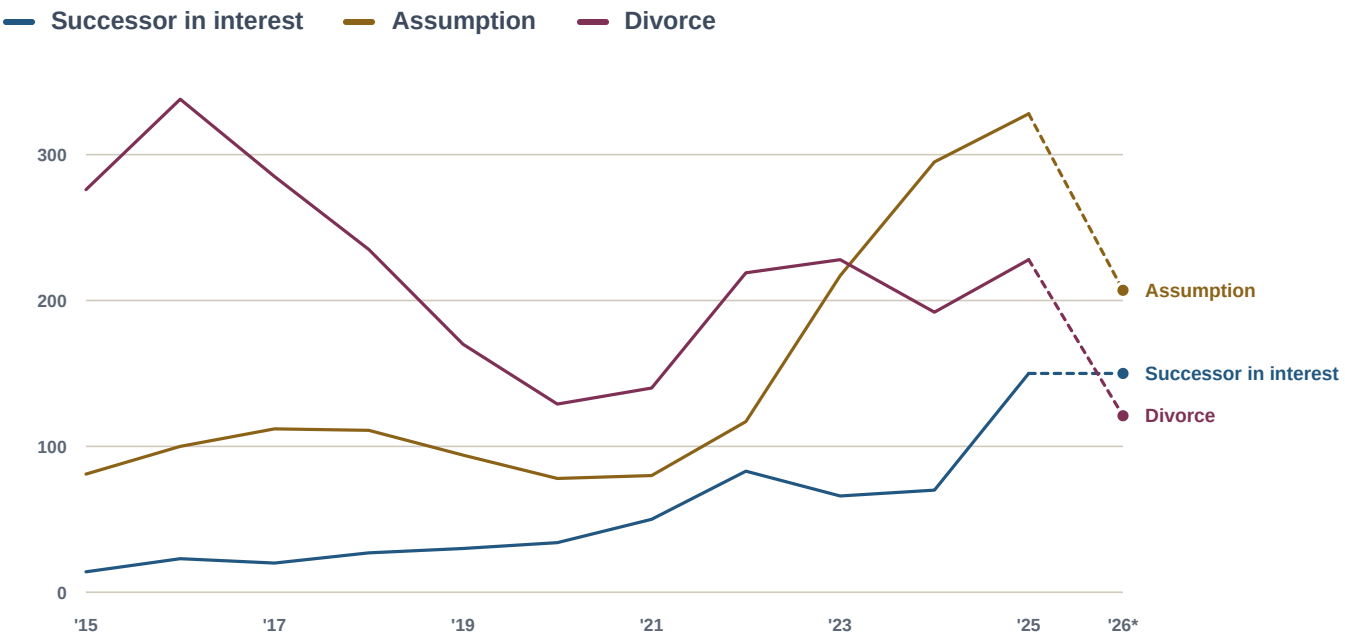
Eight

What the Data Shows

If assumption volume cannot be counted, complaints about assumptions can be.

The Consumer Financial Protection Bureau publishes every consumer complaint whose narrative the consumer consented to release. Querying that database on August 27, 2026 produces the only public time series that tracks this problem at all.

Mortgage complaints mentioning each term, by year received



CFPB Consumer Complaint Database, mortgage complaints with published narratives. 2026 is a partial year, through August 27, and is shown with a broken line. Narratives are published only where the consumer consented, so true volumes are higher by an unknown multiple.

YEAR	SUCCESSOR IN INTEREST	ASSUMPTION	DIVORCE
2015	14	81	276
2016	23	100	338
2017	20	112	285
2018	27	111	235
2019	30	94	170
2020	34	78	129
2021	50	80	140
2022	83	117	219
2023	66	217	228
2024	70	295	192
2025	150	328	228
2026 (partial)	150	207	121

Three Things This Shows

Successor-in-interest complaints doubled, then doubled again. Seventy in 2024, 150 in 2025, and 150 already by August of 2026 with four months still to run. As a share of narrative mortgage complaints, they went from 1.07 percent to 2.07 percent, so this is not simply an artifact of rising complaint volume overall.

Assumption complaints rose roughly fourfold from the trough, from 78 in 2020 to 328 in 2025, tracking precisely the period in which an existing low-rate loan became something worth fighting for.

Complaints that merely mention divorce are flat to falling, from 338 in 2016 to 228 in 2025. The growth is specific to the assumption and successorship mechanics. It is not a story about more divorce. It is a story about the same divorces colliding with a rate environment that changed what the house is worth keeping.

WHAT IS PUBLISHED ON ASSUMPTION VOLUME

- **About 104,000 FHA loans** were assumed between 2001 and 2019, roughly one in every 214 FHA loans originated in that window. Published once by HUD's research arm in *Cityscape* (2022), and never updated.
- **VA processed 308 assumptions in calendar year 2022 and 2,244 in calendar year 2023**, an increase of more than 600 percent that VA attributes to rising interest rates. This is the only official assumption volume figure we have located, and it comes from the written statement of the Executive Director of VA's Loan Guaranty Service to the House Committee on Veterans' Affairs, February 15, 2024. VA has published nothing on assumption volume since. A separate VA information-collection notice estimates 2,055 respondents, one per assumption transaction.
- **4,052 FHA assumptions in 2023.** Given to reporters and appearing in no agency publication.
- None of these is broken out by reason. The divorce share of any of them is unknown.

Nine

Fifty-State Status

Three states with a statute. Forty-seven where the federal baseline governs alone.

STATE	STATUS	AUTHORITY AND REACH
Alabama	NO STATUTE	Federal baseline governs.
Alaska	NO STATUTE	Federal baseline governs.
Arizona	NO STATUTE	Federal baseline governs.
Arkansas	NO STATUTE	Federal baseline governs.
California	**ENACTED, NOT YET OPERATIVE**	AB 3100, Ch. 431 (2024), Civ. Code §2951. Loans originated on or after January 1, 2027.
Colorado	NO STATUTE	Federal baseline governs.
Connecticut	NO STATUTE	Federal baseline governs.
Delaware	NO STATUTE	Federal baseline governs.
Florida	NO STATUTE	Federal baseline governs.
Georgia	NO STATUTE	Federal baseline governs.
Hawaii	NO STATUTE	Federal baseline governs.
Idaho	NO STATUTE	Federal baseline governs.
Illinois	NO STATUTE	Federal baseline governs.
Indiana	NO STATUTE	Federal baseline governs.
Iowa	NO STATUTE	Federal baseline governs.
Kansas	NO STATUTE	Federal baseline governs.
Kentucky	NO STATUTE	Federal baseline governs.
Louisiana	NO STATUTE	Federal baseline governs.
Maine	NO STATUTE	Federal baseline governs.
Maryland	**IN FORCE**	HB 1018, Ch. 202 (2025), Fin. Inst. §§5-514, 6-606.1, 11-522. Retroactive to existing loans.
Massachusetts	NO STATUTE	Federal baseline governs.

STATE	STATUS	AUTHORITY AND REACH
Michigan	NO STATUTE	Federal baseline governs.
Minnesota	NO STATUTE	Federal baseline governs.
Mississippi	NO STATUTE	Federal baseline governs.
Missouri	NO STATUTE	Federal baseline governs.
Montana	NO STATUTE	Federal baseline governs.
Nebraska	NO STATUTE	Federal baseline governs.
Nevada	NO STATUTE	Federal baseline governs.
New Hampshire	NO STATUTE	Federal baseline governs.
New Jersey	NO STATUTE	Federal baseline governs.
New Mexico	NO STATUTE	Federal baseline governs.
New York	NO STATUTE	Federal baseline governs.
North Carolina	NO STATUTE	Federal baseline governs.
North Dakota	NO STATUTE	Federal baseline governs.
Ohio	NO STATUTE	Federal baseline governs.
Oklahoma	NO STATUTE	Federal baseline governs.
Oregon	NO STATUTE	Federal baseline governs.
Pennsylvania	NO STATUTE	Federal baseline governs.
Rhode Island	NO STATUTE	Federal baseline governs.
South Carolina	NO STATUTE	Federal baseline governs.
South Dakota	NO STATUTE	Federal baseline governs.
Tennessee	NO STATUTE	Federal baseline governs.
Texas	NO STATUTE	Federal baseline governs.
Utah	NO STATUTE	Federal baseline governs.
Vermont	NO STATUTE	Federal baseline governs.
Virginia	IN FORCE	HB 304, 2026 c. 962, Va. Code §6.2-419(E). Loans secured on or after July 1, 2026.

STATE	STATUS	AUTHORITY AND REACH
Washington	NO STATUTE	Federal baseline governs.
West Virginia	NO STATUTE	Federal baseline governs.
Wisconsin	NO STATUTE	Federal baseline governs.
Wyoming	NO STATUTE	Federal baseline governs.

No fourth state has enacted a divorce assumption mandate, and no bill on the subject is pending in the 119th Congress. In the forty-seven remaining states the position is the one set out in section four: Garn-St. Germain prevents acceleration on the transfer, the note governs whether an assumption exists at all, and for most conventional fixed-rate loans it does not.

Ten

Method, Sources, Corrections

How statutes were verified. Each of the three was read in its enacted form rather than in secondary coverage. California Civil Code §2951 was read as codified. Virginia §6.2-419 was read on the Virginia Law site, where the amendment history records "2026, c. 962"; note that at least one major secondary code service still displays only subsections (A) through (D) and does not yet show the 2026 amendment. Maryland was read from the enacted chapter text of Ch. 202 (2025).

How the complaint series was built. The CFPB Consumer Complaint Database was queried on August 27, 2026, filtered to the Mortgage product. The search term matches the complaint narrative field only, so the correct denominator is mortgage complaints with published narratives, not all mortgage complaints. The term "assumable" was excluded because search stemming collapses it with ordinary uses of "assume" and inflates the count.

What we could not establish. No agency, enterprise or commercial source records the reason for an assumption. No state among the three collects data on assumption requests, approvals, denials or timelines, and none of the three statutes creates a reporting mechanism. California will produce no data for years by construction, since it governs loans originated from 2027 forward.

CORRECTIONS

This report will be reissued as legislatures act. Corrections are listed here in every edition, including our own. **Edition One, revision of August 28, 2026.** Section Five was added. As first published, this report described the Fannie Mae Selling Guide position that conventional fixed-rate notes carry no assumption provision, and did not go on to set out the Fannie Mae and Freddie Mac *Servicing* Guide provisions under which a servicer processes an assumption and release of liability on a divorce transfer. The original wording implied that the absence of a note provision ended the matter. It does not. The correction is ours. If you find an error in this document, tell us and it will appear in the next one under its own heading, with the date.

ABOUT THE DIVORCE LENDING ASSOCIATION

The Divorce Lending Association has been advancing divorce mortgage planning as a professional discipline since 2011. It creates and governs the **Certified Divorce Lending Professional (CDLP®)** designation and the **Real Estate Mediation Specialist (REM-S™)** certification, publishes practice standards and a code of ethics, and maintains a public national directory that any referring professional can check.

The Association is an approved continuing legal education provider, an approved continuing judicial education provider, and an approved continuing education provider with CFP Board and the Institute for Divorce Financial Analysts.

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Primary sources. Cal. Civ. Code §2951 · Md. Fin. Inst. §§5-514, 6-606.1, 11-522 and Ch. 202 (2025) · Va. Code §6.2-419 · 12 U.S.C. §1701j-3 · 12 C.F.R. §191.5 · Fannie Mae Selling Guide B2-1.4-01 · Fannie Mae Servicing Guide D1-4.1-02, D1-4.2-02, F-1-17 and F-1-28 · Freddie Mac Seller/Servicer Guide 8406 · 24 C.F.R. §§203.510, 203.512 · 38 U.S.C. §§3713, 3714 · 7 C.F.R. §3555.256 · Regulation X official interpretations, 12 C.F.R. Part 1024 · CFPB Issue Spotlight, December 17, 2024 · VA Circulars 26-23-10 and 26-23-27 · HUD PD&R, *Cityscape* (2022) · MBA comment to FHA and VA, December 2022.