ILLINOIS BANKERS®

August 10, 2026

Via Electronic Delivery to Federal eRulemaking Portal

Consumer Financial Protection Bureau
Docket No. CFPB-2026-0018

Re: **Request for Information Regarding Promoting Access to Mortgage Credit**
91 Federal Register 42382 (July 9, 2026)

The Illinois Bankers Association (IBA)[1] is writing on behalf of its members to comment on the Request for Information (RFI) Regarding Promoting Access to Mortgage Credit. We very much appreciate the investment of time and attention by agency staff and leadership to reduce unwarranted regulatory burdens and promote access to mortgage credit, while encouraging mortgage lending by the highly regulated and closely supervised banking industry.

General Feedback. Our members strongly support the goals of the Truth in Lending Act and Real Estate Settlement Procedures Act Integrated Disclosure (TRID) rules. Illinois bankers report that the TRID rules have improved disclosure consistency and transparency for mortgage consumers. Our members appreciate how the rules encourage borrower understanding of loan terms and responsible comparison shopping by consumers.

However, as acknowledged in the RFI, some aspects of the TRID rules impose costs and delays without providing meaningful consumer benefits. Our members support targeted TRID changes that preserve consumer protections while reducing avoidable delays and operational complexity.

Tolerances for Estimated Fees. Our members appreciate the discipline of providing good faith estimates of mortgage costs in the Loan Estimate, knowing that competitors are held to the same standards. That said, several categories of charges are impossible to precisely estimate so early in the lending process. Lenders should not be forced to choose between delivering disclosures quickly and risking inaccuracies that create tolerance violations or exposure to costly cures (refunding customers for fee amounts that exceed the fees as disclosed).

A standard of zero tolerance may be appropriate for fees under a lender's control, but zero or even a 10% tolerance often is unworkable for estimates that are dependent on third parties or circumstances beyond a lender's knowledge or control — particularly when these estimates are required within just three business days of receiving the six items of information that constitute a customer's "application."

Increased tolerances for certain fees will support the efficient delivery of disclosures without penalizing lenders for circumstances they cannot control. Overall, we recommend retaining the existing tolerance standards for lender-controlled fees, while reconsidering the treatment of certain third-party-dependent charges:

- **Credit Report Fees.** Many of our members highlighted credit report fee disclosures as a primary TRID headache. One community bank told us that they pay an average of $12,000 per

[1] The Illinois Bankers Association is a full-service trade association dedicated to creating a positive business climate for the entire banking industry and the communities we serve. Founded in 1891, the IBA brings together state and national banks and savings banks of all sizes in Illinois. Over 52% of IBA members are community banks with less than $250 million in assets, and over 75% of IBA members are community banks with less than $750 million in assets. Collectively, the IBA represents nearly 90% of the assets of the Illinois banking industry, which employs more than 105,000 men and women in over 5,000 offices across the state.

194 East Delaware Place • Suite 500 • Chicago, IL 60611 • 312-347-3400
3201 West White Oaks Drive • Suite 400 • Springfield, IL 62704 • 217-789-9340

year in tolerance corrections due to credit reports alone. Many banks reported that credit report fees are increasing substantially and even doubling in recent years.

In individual transactions, credit report fees can increase unexpectedly due to circumstances outside of a bank's control, such as an applicant's decision to freeze their credit or efforts to improve their credit (e.g., paying off a large credit card balance and requesting that the lender repull the applicant's credit). When these circumstances lead to credit report fees that exceed what was disclosed on a Loan Estimate, the lender must cure violations absorbing the excess fees — increasing its costs of serving customers who are protecting their credit or working to achieve favorable terms by improving their credit.

Because of the major increases in credit report costs and the many legitimate reasons for unexpected multiple pulls and increased fees, we recommend that credit report fees be subject to a reasonable tolerance, allowing for increases of up to 25% for circumstances outside of a bank's control.

We also recommend that the following fees be subject to reasonable tolerances:

- **Appraisal Fees.** Another category of fast-growing fees is appraisal fees — which are set by third parties and often vary from an estimate due to circumstances outside of a bank's control. Examples include upcharges for appraisals in rural areas and travel costs charged by a shrinking population of appraisers in Illinois who must cover larger geographic areas.

- **Title Company Fees.** Our members report significant operational complexity related to accurately and consistently disclosing title company fees.

  An Illinois law, the Title Insurance Act, prohibits lenders from requiring a party to a contract for the sale of residential real property to use a particular title insurance company or agent. 215 ILCS 155/18.1. Because borrowers may select their own title company or agent, lenders cannot ensure that the selected provider will furnish timely, accurate, and consistently described fee information.

  Our members often see nonstandard and inaccurate estimates provided by title companies, leaving lenders to absorb cure costs without reimbursement from the title company that is at fault. The tolerance framework should account for that lack of lender control.

- **Recording Fees.** In Illinois, we are seeing large variances in recording fees that make this cost difficult for banks to estimate. For example, transactions that involve a power of attorney, marital status changes, and deed issues increase transfer fees that are set by counties in Illinois and vary widely.

- **Transfer Taxes.** These taxes are highly dependent on jurisdiction-specific rules, transaction details that have not been confirmed at the time of an application, and information supplied by third parties.

- **Other Fees.** Our members report paying other fees that cannot be passed on to individual borrowers, such as verification of employment and social security verification fees, resulting in increased loan costs for all loan applicants.

Loan Closing and Right of Rescission Waiting Periods. Our members support shortening or eliminating either the pre-closing waiting period required by the TRID rules or the post-closing waiting period required by the right of rescission rules. In our members' experiences, it is extremely rare for a customer to take advantage of the right of rescission, and built-in delays result in slower closings without consumer benefits. Borrowers already receive multiple disclosures and multiple opportunities to review their loan terms before closing. Adding a mandatory post-closing rescission period on top of those existing protections primarily delays funding rather than advancing meaningful consumer protection.

Outside of the rescission context, our members believe that the waiting period of seven business days between the delivery of the Loan Estimate date and the loan consummation is unnecessarily long. While borrowers benefit from receiving an early estimate of loan terms, the seven-business-day waiting period slows transactions without materially improving borrower comprehension of loan terms or their ability to shop and compare loans. **We recommend considering a waiting period of three business days, which would provide a reasonable opportunity for borrowers to review loan terms while aligning with current processing timelines and borrower expectations.**

Changed Circumstances and Redisclosures. Our members have found that changed circumstances requiring redisclosure within three business days are common and add significant operational friction and loan costs. While our members have invested significant resources to serve their customers through recurring redisclosures (typically two or three, and as many as five redisclosures per loan), redisclosures slow closings and create avoidable closing pressures without corresponding benefits to borrowers.

The three-business-day deadline can be difficult to satisfy when the relevant information is still developing, must be validated internally, or depends on third parties such as title companies, settlement agents, or taxing authorities. In those cases, lenders may be forced either to redisclose loan terms before information is stable or risk noncompliance by waiting for confirmation. Neither outcome benefits the borrower.

We recommend adopting clear standards establishing when a changed circumstance will trigger the clock to redisclose (as well as standards establishing when minor changes do not require disclosure because they do not materially change loan terms or costs) to reduce unnecessary redisclosures and customer confusion.

Opportunities to Reduce Disclosures Without Losing Substance. Our members have spent over a decade reviewing TRID disclosures with their customers and have identified several disclosures that are not meaningful to borrowers. Bankers also have observed overall closing packets continuing to grow in length and complexity as state and local requirements pile on top of federal TRID and other disclosure requirements, underlining the need to remove unnecessary or confusing disclosures whenever possible.

We recommend reviewing whether the following disclosures provide meaningful information for borrowers:

- **Total Interest Percentage (TIP):** This disclosure adds complexity to the Loan Estimate and Closing Disclosure forms without improving a borrower's understanding of the loan.

- **Closing Disclosure:** Many details in the Closing Disclosure, particularly on page 5 (such as the "Total of Payments"), provide a level of detail that exceeds what many consumers find useful. Extra information can make the form daunting to read, hard to navigate, and unhelpful for shopping or understanding.

Thank you for your consideration of our comments, and please let us know if you have any questions.

Very truly yours,

Carolyn Settanni

Carolyn Settanni
Executive Vice President and
General Counsel