

[Roll No. 79]

YEAS—223

Aderholt	Gilchrest	Packard
Archer	Gillmor	Pappas
Armey	Gilman	Parker
Bachus	Goodlatte	Paul
Baker	Goodling	Paxon
Ballenger	Goss	Pease
Barr	Graham	Peterson (PA)
Barrett (NE)	Granger	Petri
Bartlett	Greenwood	Pickering
Barton	Gutknecht	Pitts
Bass	Hall (TX)	Pombo
Bateman	Hansen	Porter
Bereuter	Hastert	Portman
Bilbray	Hastings (WA)	Pryce (OH)
Bilirakis	Hayworth	Quinn
Bliley	Hefley	Radanovich
Blunt	Herger	Ramstad
Boehlert	Hill	Regula
Boehner	Hilleary	Riggs
Bonilla	Hobson	Riley
Bono	Hoekstra	Rogan
Brady	Horn	Rogers
Bryant	Hostettler	Rohrabacher
Bunning	Houghton	Ros-Lehtinen
Burr	Hulshof	Roukema
Burton	Hunter	Royce
Buyer	Hutchinson	Ryun
Callahan	Hyde	Salmon
Calvert	Inglis	Sanford
Camp	Jenkins	Saxton
Campbell	Johnson (CT)	Scarborough
Canady	Johnson, Sam	Schaefer, Dan
Cannon	Jones	Schaffer, Bob
Castle	Kasich	Sensenbrenner
Chabot	Kelly	Sessions
Chambliss	Kim	Shadegg
Chenoweth	King (NY)	Shaw
Christensen	Kingston	Shays
Coble	Klug	Shimkus
Coburn	Knollenberg	Shuster
Collins	Kolbe	Skeen
Combest	LaHood	Smith (MI)
Cook	Largent	Smith (NJ)
Cooksey	Latham	Smith (OR)
Cox	LaTourette	Smith (TX)
Crane	Lazio	Smith, Linda
Crapo	Leach	Snowbarger
Cubin	Lewis (CA)	Solomon
Cunningham	Lewis (KY)	Souder
Davis (VA)	Lewis	Spence
Deal	Livingston	Stearns
DeLay	LoBiondo	Stump
Diaz-Balart	Lucas	Sununu
Dickey	Manzullo	Talent
Doolittle	McCollum	Tauzin
Dreier	McCrery	Taylor (NC)
Duncan	McDade	Thomas
Dunn	McHugh	Thornberry
Ehlers	McInnis	Thune
Ehrlich	McIntosh	Tiahrt
Emerson	McKeon	Upton
English	Metcalf	Walsh
Ensign	Mica	Wamp
Everett	Miller (FL)	Watkins
Ewing	Molinari	Watts (OK)
Fawell	Moran (KS)	Weldon (FL)
Foley	Morella	Weldon (PA)
Forbes	Myrick	Weller
Fowler	Nethercutt	Whitfield
Fox	Neumann	Wicker
Franks (NJ)	Ney	Wolf
Frelinghuysen	Northup	Young (AK)
Gallely	Norwood	Young (FL)
Ganske	Nussle	
Gibbons	Oxley	

NAYS—199

Abercrombie	Brown (CA)	DeGette
Allen	Brown (FL)	Delahunt
Andrews	Brown (OH)	DeLauro
Baesler	Capps	Dellums
Baldacci	Cardin	Deutsch
Barcia	Carson	Dicks
Barrett (WI)	Clay	Dingell
Becerra	Clayton	Dixon
Bentsen	Clement	Doggett
Berman	Clyburn	Dooley
Berry	Condit	Doyle
Bishop	Conyers	Edwards
Blagojevich	Coyne	Engel
Blumenauer	Cramer	Eshoo
Bonior	Cummings	Etheridge
Borski	Danner	Evans
Boswell	Davis (FL)	Farr
Boucher	Davis (IL)	Fazio
Boyd	DeFazio	Filner

Flake	Lofgren	Rivers
Foglietta	Lowey	Roemer
Ford	Luther	Rothman
Frank (MA)	Maloney (CT)	Roybal-Allard
Frost	Maloney (NY)	Rush
Furse	Manton	Sabo
Gejdenson	Martinez	Sanchez
Gephardt	Mascara	Sanders
Gonzalez	Matsui	Sandlin
Goode	McCarthy (MO)	Sawyer
Gordon	McCarthy (NY)	Schumer
Green	McDermott	Scott
Gutierrez	McGovern	Serrano
Hall (OH)	McHale	Sherman
Hamilton	McIntyre	Sisisky
Harman	McKinney	Skaggs
Hastings (FL)	McNulty	Skelton
Hefner	Meehan	Slaughter
Hilliard	Meek	Smith, Adam
Hinchey	Menendez	Snyder
Hinojosa	Millender	Spratt
Holden	McDonold	Stabenow
Hooley	Miller (CA)	Stark
Hoyer	Minge	Stenholm
Jackson (IL)	Mink	Stokes
Jackson-Lee	Moakley	Strickland
(TX)	Mollohan	Stupak
Jefferson	Moran (VA)	Tanner
John	Murtha	Tauscher
Johnson (WI)	Nadler	Taylor (MS)
Johnson, E. B.	Neal	Thompson
Kanjorski	Oberstar	Thurman
Kaptur	Obey	Tierney
Kennedy (MA)	Olver	Torres
Kennedy (RI)	Ortiz	Towns
Kennelly	Owens	Traficant
Kildee	Pallone	Turner
Kilpatrick	Pascrell	Velazquez
Kind (WI)	Pastor	Vento
Kleczka	Payne	Visclosky
Klink	Peterson (MN)	Waters
Kucinich	Pickett	Watt (NC)
LaFalce	Pomeroy	Wexler
Lampson	Poshard	Weygand
Lantos	Price (NC)	Wise
Levin	Rahall	Woolsey
Lewis (GA)	Rangel	Wynn
Lipinski	Reyes	Yates

NOT VOTING—10

Ackerman	Istook	Waxman
Costello	Markey	White
Fattah	Pelosi	
Gekas	Schiff	

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Mr. COYNE changed his vote from "yea" to "nay."

So the previous question was ordered.

The result of the vote was announced as above recorded.

The SPEAKER pro tempore (Mr. LATOURETTE). The question is on the resolution.

The resolution was agreed to.

A motion to reconsider was laid on the table.

ANNOUNCEMENT BY THE SPEAKER PRO TEMPORE

The SPEAKER pro tempore. Pursuant to the provisions of clause 5, rule I, the Chair announces that he will postpone further proceedings today on each motion to suspend the rules on which a recorded vote or the yeas and nays are ordered, or on which the vote is objected to under clause 4 of rule XV. Such rollcall votes, if postponed, will be taken after debate has concluded on all motions to suspend the rules.

HOMEOWNERS INSURANCE PROTECTION ACT

Mr. LEACH. Mr. Speaker, I move to suspend the rules and pass the bill (H.R. 607) to amend the Truth in Lending Act to require notice of cancella-

tion rights with respect to private mortgage insurance which is required by a creditor as a condition for entering into a residential mortgage transaction, and for other purposes, as amended.

The Clerk read as follows:

H.R. 607

*Be it enacted by the Senate and House of Representatives of the United States of America in Congress assembled,*

SECTION 1. SHORT TITLE.

This Act may be cited as the "Homeowners Insurance Protection Act".

SEC. 2. PROVISIONS RELATING TO PRIVATE MORTGAGE INSURANCE.

(a) IN GENERAL.—Section 6 of the Real Estate Settlement Procedures Act of 1974 (12 U.S.C. 2605) is amended—

(1) by redesignating subsections (f), (g), (h), (i), and (j) as subsections (k), (l), (m), (n), and (o), respectively; and

(2) by inserting after subsection (e) the following new subsections:

“(f) DISCLOSURES RELATING TO PRIVATE MORTGAGE INSURANCE.—

“(1) DISCLOSURE AT SETTLEMENT RELATING TO EXISTENCE OF PMI.—With regard to any covered mortgage loan, the lender shall disclose, in writing at or before the settlement of such covered mortgage loan, whether any private mortgage insurance will be required to be obtained or maintained with respect to such mortgage loan, including any lender-paid private mortgage insurance, and the period during which such insurance will be required to be in effect.

“(2) DISCLOSURE AT SETTLEMENT RELATING TO TERMINABILITY OF PMI.—If the lender requires, as a condition for entering into a covered mortgage loan, the borrower to assume an obligation to make separately designated payments toward the premiums for private mortgage insurance with respect to such loan, the lender shall disclose, in writing at or before the settlement of such covered mortgage loan any of the following notices which are applicable with respect to such loan:

“(A) PMI OBLIGATIONS TERMINABLE UPON REQUEST.—In the case of a loan described in paragraph (3), that—

“(i) the borrower's obligation to make separately designated payments toward the premiums for private mortgage insurance may be able to be terminated while the mortgage is outstanding (including a cancellation permitted before the date of automatic termination under subsection (g)); and

“(ii) the borrower will be notified by the servicer not less frequently than annually of an address and a toll-free or collect-call telephone number which the borrower may use to contact the servicer to determine—

“(I) whether the borrower's obligation to make separately designated payments toward the premium for private mortgage insurance may be terminated while the mortgage loan is outstanding (or before the date of automatic termination); and

“(II) if such obligation may be terminated while the loan is outstanding (or before such date), the conditions and procedures for such termination.

“(B) PMI OBLIGATIONS TERMINABLE BY OPERATION OF LAW.—That the borrower's obligation to make separately designated payments toward the premiums for private mortgage insurance will be terminated by operation of law under subsection (g).

“(C) NONTERMINABLE PMI OBLIGATIONS.—In the case of a loan not described in paragraph (3), that the borrower's obligation to pay any amount to be applied to any portion of the premiums for private mortgage insurance will not be terminated at the request of the borrower.