



UNITED STATES BANKRUPTCY COURT MIDDLE DISTRICT OF FLORIDA JACKSONVILLE DIVISION		PROOF OF CLAIM	
In re: TAYLOR, BEAN & WHITAKER MORTGAGE CORP.		Case Number: 3:09-bk-07047-JAF	
<small>NOTE: This form should not be used to make a claim for an administrative expense arising after the commencement of the case. A "request" for payment of an administrative expense may be filed pursuant to 11 U.S.C. § 503.</small>		<input type="checkbox"/> Check box if you are aware that anyone else has filed a proof of claim relating to your claim. Attach copy of statement giving particulars.	
Name of Creditor and Address: the person or other entity to whom the debtor owes money or property <small>If necessary, please cross out pre-printed address and write in change of address.</small>			
Wells Fargo Bank, N.A. c/o Gilbert LLP 1100 New York Avenue NW, Suite 700 Washington, DC 20005		<div style="border: 2px solid black; padding: 10px; width: fit-content; margin: 0 auto;"> CLAIM FILED JACKSONVILLE, FLORIDA MAR 12 2010 </div>	
Creditor Telephone Number (202) 772-2200		<input type="checkbox"/> Check box if address is where debtor is located.	
Name and address where payment should be sent (if different from above): Amy Thoreson Long Wells Fargo Law Department 90 South 7th Street, 17th Floor MAC N9305-176 Minneapolis, MN 55402-3903		<input type="checkbox"/> Check this box if you are the debtor or trustee in this case. <input type="checkbox"/> Check this box to indicate that this claim amends a previously filed claim. Claim Number (if known): _____ Filed on: _____	
Payment Telephone Number 612 667-3995			
1. AMOUNT OF CLAIM AS OF DATE CASE FILED \$ 167,544.58 <small>If all or part of your claim is secured, complete item 4 below; however, if all of your claim is unsecured, do not complete item 4.</small> <small>If all or part of your claim is entitled to priority, complete item 5.</small> <input type="checkbox"/> Check this box if claim includes interest or other charges in addition to the principal amount of claim. Attach itemized statement of interest or charges.			
2. BASIS FOR CLAIM: Breaches of representations and warranties		(See instructions #2 and #3a on reverse side.) 3. LAST FOUR DIGITS OF ANY NUMBER BY WHICH CREDITOR IDENTIFIES DEBTOR: 3a. Debtor may have scheduled account as: _____	
4. SECURED CLAIM (See instruction #4 on reverse side.) Check the appropriate box if your claim is secured by a lien on property or a right of set off and provide the requested information Nature of property or right of setoff: Describe: <input type="checkbox"/> Real Estate <input type="checkbox"/> Motor Vehicle <input type="checkbox"/> Other _____ Value of Property: \$ _____ Annual Interest Rate: _____ % if any: \$ _____ Basis for Perfection: _____ Secured Claim Amount: \$ 167,544.58 Unsecured Claim Amount: \$ _____ Amount of arrearage and other charges as of time case filed included in secured claim, _____			
5. PRIORITY CLAIM <input type="checkbox"/> Amount of Claim Entitled to Priority under 11 U.S.C. § 507(a). If any portion of your claim falls in one of the following categories, check the box and state the amount. You MUST specify the priority of the claim: <input type="checkbox"/> Domestic support obligations under 11 U.S.C. § 507(a)(1)(A) or (a)(1)(B). <input type="checkbox"/> Wages, salaries, or commissions (up to \$10,950*), earned within 180 days before filing of the bankruptcy petition or cessation of the debtor's business, whichever is earlier - 11 U.S.C. § 507(a)(4). <input type="checkbox"/> Contributions to an employee benefit plan - 11 U.S.C. § 507(a)(5). <input type="checkbox"/> Up to \$2,425* of deposits toward purchase, lease, or rental of property or services for personal, family, or household use - 11 U.S.C. § 507(a)(7). <input type="checkbox"/> Taxes or penalties owed to governmental units - 11 U.S.C. § 507(a)(8). <input type="checkbox"/> Other - Specify applicable paragraph of 11 U.S.C. § 507(a) (_____). <small>* Amounts are subject to adjustment on 4/1/10 and every 3 years thereafter with respect to cases commenced on or after the date of adjustment.</small> Unsecured Priority Claim Amount: \$ 0.00 Include ONLY the priority portion of your unsecured claim here.			
6. CREDITS: The amount of all payments on this claim has been credited for the purpose of making this proof of claim.			
7. SUPPORTING DOCUMENTS: Attach redacted copies of supporting documents, such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, court judgments, mortgages, and security agreements. You may also attach a summary. Attach redacted copies of evidence of perfection of a security interest. (See definition of "redacted" on reverse side.) If the documents are not available, please explain. DATE-STAMPED COPY To receive an acknowledgment of the filing of your claim, enclose a stamped, self-addressed envelope and copy of this proof of claim. DO NOT SEND ORIGINAL DOCUMENTS. ATTACHED DOCUMENTS MAY BE DESTROYED AFTER SCANNING.			
The original of this completed proof of claim form must be sent by mail, hand, courier or overnight delivery (facsimile, telecopy or other electronic means NOT accepted), so that it is actually received on or before 5:00 p.m. prevailing Eastern Time on June 15, 2010, the Bar Date (as defined in the Bar Date Notice). By Regular Mail to: BMC Group, Inc. Attn: Taylor, Bean & Whitaker Mortgage Corp. Claim Processing PO Box 3020 Chanhassen, MN 55317-3020		THIS SPACE FOR COURT USE ONLY T, B & W Mortgage Corp.  01156	
By Hand, Courier, Or Overnight Delivery to: BMC Group, Inc. Attn: Taylor, Bean & Whitaker Mortgage Corp. Claim Processing 18750 Lake Drive East Chanhassen, MN 55317		DATE 3/10/2010	
SIGNATURE: The person filing this claim must sign it. Sign and print name and title, if any, of the creditor or other person authorized to file this claim and state address and telephone number if different from the notice address above. Attach copy of power of attorney, if any.  Agent for Wells Fargo Funding, Inc.			

INSTRUCTIONS FOR PROOF OF CLAIM FORM

The instructions and definitions below are general explanations of the law. In certain circumstances, such as bankruptcy cases not filed voluntarily by the debtor, there may be exceptions to these general rules.

ITEMS TO BE COMPLETED IN PROOF OF CLAIM FORM (IF NOT ALREADY PROPERLY FILLED IN)

Court, Name of Debtor, and Case Number:

Use this proof of claim form only if you are asserting a claim against the Debtor, Taylor, Bean & Whitaker Mortgage Corp. If you received a notice of the case from the Claims Agent, BMC Group, some or all of this information may have been already completed.

DEBTOR	CASE NO	PETITION DATE
Taylor, Bean & Whitaker Mortgage Corp.	3:09-bk-07047-JAF	8/24/2009

Creditor's Name and Address:

Fill in the name of the person or entity asserting a claim and the name and address of the person who should receive notices issued during the bankruptcy case. A separate space is provided for the payment address if it differs from the notice address. The creditor has a continuing obligation to keep the court informed of its current address. See Federal Rule of Bankruptcy Procedure (FRBP) 2002(g).

1. Amount of Claim as of Date Case Filed:

State the total amount (in lawful US currency) owed to the creditor on the date of the Bankruptcy filing. Follow the instructions concerning whether to complete item 4. Check the box if interest or other charges are included in the claim.

2. Basis for Claim:

State the type of debt or how it was incurred. Examples include goods sold, money loaned, services performed, personal injury/wrongful death, car loan, mortgage note, and credit card.

3. Last Four Digits of Any Number by Which Creditor Identifies Debtor:

State only the last four digits of the debtor's account or other number used by the creditor to identify the debtor.

3a. Debtor May Have Scheduled Account As:

Use this space to report a change in the creditor's name, a transferred claim, or any other information that clarifies a difference between this proof of claim and the claim as scheduled by the debtor.

4. Secured Claim:

Check the appropriate box and provide the requested information if the claim is fully or partially secured. Skip this section if the claim is entirely unsecured. (See DEFINITIONS, below.)

State the type and the value of property that secures the claim, attach copies of lien documentation, and state annual interest rate and the amount past due on the claim as of the date of the bankruptcy filing.

5. Amount of Claim Entitled to Priority Under 11 U.S.C. §507(a).

If any portion of your claim falls in one or more of the listed categories, check the appropriate box(es) and state the amount entitled to priority. (See DEFINITIONS, below.) A claim may be partly priority and partly non-priority. For example, in some of the categories, the law limits the amount entitled to priority.

6. Credits:

An authorized signature on this proof of claim serves as an acknowledgment that when calculating the amount of the claim, the creditor gave the debtor credit for any payments received toward the debt.

7. Supporting Documents:

Attach to this proof of claim form redacted copies documenting the existence of the debt and of any lien securing the debt. You may also attach a summary if documentation is voluminous or an explanation if documentation is not available. You must also attach copies of documents that evidence perfection of any security interest. You may also attach a summary. FRBP 3001(c) and (d).

Do not send original documents, as attachments may be destroyed after scanning.

Date and Signature:

The person filing this proof of claim must sign and date it. FRBP 9011. Print the name and title, if any, of the creditor or other person authorized to file this claim. State the filer's address and telephone number if it differs from the address given on the top of the form for purposes of receiving notices. Attach a complete copy of any power of attorney. Criminal penalties apply for making a false statement on a proof of claim.

Date-Stamped Copy:

Return claim form and attachments. If you wish to receive an acknowledgement of your claim, please enclose a self-addressed stamped envelope and a second copy of the proof of claim form with any attachments to the Claims Agent, BMC Group, at the address on the front of this form.

Please read – important information: upon completion of this claim form, you are certifying that the statements herein are true.

Be sure all items are answered on the claim form. If not applicable, insert "Not Applicable."

DEFINITIONS

DEBTOR

A debtor is the person, corporation, or other entity that has filed a bankruptcy case.

CREDITOR

A creditor is any person, corporation, or other entity to whom the debtor owed a debt on the date that the bankruptcy case was filed.

CLAIM

A claim is the creditor's right to receive payment on a debt that was owed by the debtor on the date of the bankruptcy filing. See 11 U.S.C. §101 (5). A claim may be secured or unsecured.

PROOF OF CLAIM

A form telling the bankruptcy court how much the debtor owed a creditor at the time the bankruptcy case was filed (the amount of the creditor's claim). This form must be filed with the court-appointed Claims Agent, BMC Group, at the address listed on the reverse side of this page

SECURED CLAIM Under 11 U.S.C. §506(a)

A secured claim is one backed by a lien on property of the debtor. The claim is secured so long as the creditor has the right to be paid from the property prior to other creditors.

The amount of the secured claim cannot exceed the value of the property. Any amount owed to the creditor in excess of the value of the property is an unsecured claim. Examples of liens on property include a mortgage on real estate or a security interest in a car.

A lien may be voluntarily granted by a debtor or may be obtained through a court proceeding. In some states, a court judgment is a lien. A claim also may be secured if the creditor owes the debtor money (has a right to setoff).

UNSECURED NONPRIORITY CLAIM

If a claim is not a secured claim it is an unsecured claim. A claim may be partly secured and partly unsecured if the property on which a creditor has a lien is not worth enough to pay the creditor in full.

UNSECURED PRIORITY CLAIM Under 11 U.S.C. §507(a)

Priority claims are certain categories of unsecured claims that are paid from the available money or property in a bankruptcy case before other unsecured claims.

Evidence of Perfection

Evidence of perfection may include a mortgage, lien, certificate of title, financing statement, or other

INFORMATION

document showing that the lien has been filed or recorded.

Redacted

A document has been redacted when the person filing it has masked, edited out, or otherwise deleted, certain information. A creditor should redact and use only the last four digits of any social-security, individual's tax-identification, or financial-account number, all but the initials of a minor's name and only the year of any person's date of birth.

Offers to Purchase a Claim

Certain entities are in the business of purchasing claims for an amount less than the face value of the claims. One or more of these entities may contact the creditor and offer to purchase the claim. Some of the written communications from these entities may easily be confused with official court documentation or communications from the debtor. These entities do not represent the bankruptcy court or the debtor. The creditor has no obligation to sell its claim. However, if the creditor decides to sell its claim, any transfer of such claim is subject to FRBP 3001(c), any applicable provisions of the Bankruptcy Code (11 U.S.C. § 101 et seq.), and any applicable orders of the bankruptcy court.

ONCE YOUR CLAIM IS FILED YOU CAN OBTAIN OR VERIFY YOUR CLAIM NUMBER BY VISITING www.bmcgroup.com/tbw mortgage

Billing Type	Net Due
Repurchase - Home Equity	\$167,544.58
Total	\$167,544.58

Loan Number	Client Loan Number	Borrower Last Name	Billed Date	Total Amount Due	Unpaid Principal Balance	Interest	Late Fee	Expense Fee	Credit/Misc Fee	Premium Pricing	Funded Date	Comments
6543577566	1863033	Potts	7/20/2009	\$38,623.36	\$35,775.48	\$1,767.94	\$45.83	\$92.50	\$87.50	\$854.11	9/27/2007	Repurchase Reason: Misrep
6542201036	971494	Meheux	7/20/2009	\$47,802.53	\$45,286.99	\$1,652.07	\$108.41	\$92.50	\$162.50	\$500.06	5/4/2006	Repurchase Reason: Misrep
6543611985	1854050	Lewis	8/6/2009	\$81,118.69	\$76,044.62	\$3,189.21	\$131.44	\$92.50	\$209.50	\$1,451.42	10/3/2007	Repurchase Reason: Misrep

Total \$167,544.58

Wells Fargo Seller Guides / Home Equity Seller Guide / 305: Events of Default; Remedies; Indemnification (04/16/07) / 305.02: Repurchase Events of Default (04/16/07)

305.02: Repurchase Events of Default (04/16/07)

If any of the events listed below occurs, in addition to the other remedies available to Wells Fargo Home Equity as outlined in Section 305.01, Wells Fargo Home Equity shall have the right to require the Seller to Repurchase Wells Fargo Home Equity's interest in the relevant Home Equity Loans/Lines of Credit at the Repurchase Price as set forth in Section 305.03 below.

a. EARLY PAYMENTS DEFAULT

- **First Four (4) Payment Default.** Any of the first four (4) payments due to Wells Fargo Home Equity becomes ninety (90) or more days Delinquent.
- It is not an Event of Default as defined in Section 305 Events of Default should the Home Equity Loans/Lines of Credit be submitted and approved through *Lender's Alliance* Automated Underwriting System (AUS) and such submission and approval were not otherwise invalid (an "Invalid Decision"). An Invalid Decision is within the sole discretion of Wells Fargo, and examples may include, but are not limited to, findings of any material differences between the data entered in the AUS and the actual information, such as mathematical errors not made by AUS.

b. BREACH OF REPRESENTATION OR WARRANTY - Seller defaults under or breaches, or Wells Fargo Home Equity discovers the inaccuracy of, any of the representations, warranties or covenants concerning the Seller set forth in the Correspondent Package (See generally, Section 300 of this Home Equity Seller Guide).

c. FRAUD - The Borrowers or any other party in the Mortgage transaction has made any false representation in conjunction with such transaction, whether or not the Seller was a party to or had knowledge of such false representation.

d. UNMARKETABLE HOME EQUITY LOANS/LINES OF CREDIT - The Home Equity Loans/Lines of Credit the Seller delivers to Wells Fargo Home Equity is Unmarketable or is otherwise unmarketable on the secondary market without loss to Wells Fargo Home Equity, including, but not limited to, a Home Equity Loans/Lines of Credit as to which:

- (i) **Correspondent Package.** The Seller has not complied with a requirement, term or condition of the Correspondent Package.
- (ii) **Evidence of Compliance.** The Seller is unable to supply satisfactory evidence of compliance with the Correspondent Package.
- (iii) **False or Misleading Representation.** The Seller has made one or more false or misleading representations, warranties or covenants to Wells Fargo Home Equity in the Correspondent Package or has failed to provide Wells Fargo Home Equity with information that is true, complete and accurate as to the Home Equity Loans/Lines of Credit or the Seller.
- (iv) **Underwriting or Documentation.** The Seller did not underwrite and/or document the Home Equity Loans/Lines of Credit in accordance with Correspondent Document requirements.

- (v) **Protection of Occupants.** The Seller violated or failed to comply with any applicable law designed to protect the health and safety of the Mortgaged Property's occupants (including failure to take any action available to the Seller that would relieve the Mortgage holder from liability under such law or regulation).

300 Seller Representations, Warranties and Covenants

300.01 General Information

The Seller makes the Representations, Warranties and Covenants contained in this Home Equity Seller Guide for, and as to, the Seller, the Seller's Correspondents and each Home Equity Loans/Lines of Credit sold by the Seller to Wells Fargo Home Equity as of the respective dates of Home Equity Loans/Lines of Credit Purchase Agreement and each Commitment Letter, and as of each Funding Date. Such Representations, Warranties and Covenants are the Seller's sole responsibility. Each Representation, Warrant and Covenant continues in full force and effect for so long as any Home Equity Loans/Lines of Credit purchased from the Seller remains outstanding and for so long as Wells Fargo Home Equity is subject to any risk of loss or liability as to any Home Equity Loans/Lines of Credit purchased from the Seller. As is more fully set forth in this Home Equity Seller Guide, it is expressly understood and agreed that Wells Fargo Home Equity's rights in connection with the Seller's Representations, Warranties and Covenants survive any particular Home Equity Loans/Lines of Credit's Funding Date and any termination of any of the Correspondent Package, and are not affected by any investigation or review made by, or on behalf of, Wells Fargo Home Equity, except to the extent any said rights are expressly waived in writing by Wells Fargo Home Equity. The word "Seller" whenever used in this Home Equity Seller Guide section shall include all of the Seller's Correspondents, and the pronouns used herein shall include when appropriate, either gender and both singular and plural, and the grammatical construction of sentences shall conform thereto.

The Seller acknowledges that Wells Fargo Home Equity purchases the Home Equity Loans/Lines of Credits in reliance upon: (i) the truth and accuracy of the Seller's Representations and Warranties set forth in the Correspondent Package and this Home Equity Seller Guide, all of which Representations and Warranties relate to a matter material to such purchase; and (ii) the Seller's compliance with each of the agreements, requirements, terms, covenants, and conditions set forth in the Correspondent Package and this Home Equity Seller Guide. These Representations, Warranties and Covenants shall inure to the benefit of Wells Fargo Home Equity's successors, affiliates and assigns unless Wells Fargo Home Equity expressly waives a Representation, Warranty or Covenant in writing.

Making the Representations, Warranties, and Covenants contained in this Section does not release the Seller from its obligations under any Representations, Warranties, or Covenants contained in other Home Equity Seller Guide sections, including the exhibits hereto, or in the Correspondent Package. The Seller agrees that it will not assert as a defense, to the Seller obligations in this regard, to lack of control over or knowledge about the Seller's Correspondent or the Seller's Correspondent's actions, omission, or status.

Wells Fargo Home Equity reserves the right to require the Seller as a condition to Wells Fargo Home Equity's purchase of a given Home Equity Loans/Lines of Credit or groups of Home Equity Loans/Lines of Credits to make additional representations, warranties and covenants in writing, from time to time, at Wells Fargo Home Equity's sole discretion.

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300.02 Representation, Warranties, and Covenants

FAIR LENDING POLICY

Wells Fargo's commitment to fairness and equal opportunity is clear and unequivocal. Wells Fargo requires the application of fair and consistent origination and underwriting practices by the Seller as well.

In keeping with its commitment to fairness and equal opportunity, Wells Fargo requires Seller to treat all Borrowers/Obligors and prospective Borrowers/Obligors in a fair and consistent manner from the first contact with the prospective Borrowers through the last with the Borrower/Obligor. All should receive the same level of service. Wells Fargo requires Seller to observe this commitment, in particular, in providing assistance to Borrowers/Obligors and prospective Borrowers/Obligors on whether to apply for credit, how best to qualify for credit, how to resolve any issues relating to creditworthiness and other aspects of the credit extension process. Wells Fargo requires that all the properties offered to secure the Borrower's/Obligor's Home Equity Loans/Home Equity Lines of Credit be underwritten based on property type, occupancy status and the appraised value. The fact that a property is located in an area with a predominant racial or ethnic population is irrelevant.

Discrimination based on race, color, sex, sexual orientation, disability, national or ethnic origin, marital or familial status, religion or age is contrary to Wells Fargo's fundamental principle and commitment and is unlawful.

CONCERNING THE SELLER AND THE SELLER CORRESPONDENT

The Seller, for itself and the Seller's Correspondents, hereby makes the following Representations, Warranties and Covenants to Wells Fargo Home Equity as follows:

1. **Qualifications of the Seller - Due Organization; Good Standing; Licensing** - The Seller is and shall continue to be duly organized, validly existing, and in good standing under the laws of the United States and under the laws of the state in which the Seller is incorporated, organized and/or conducting business. The Seller has and shall continue to maintain all licenses, registrations and certifications necessary to carry on its business as the Seller is now conducting it and to be licensed, qualified, and in good standing in each state where a Mortgaged Property is located if the laws of any such state so require. The Seller will remain in good standing with state and federal authorities to the extent necessary to ensure the enforceability of all Home Equity Loans/Lines of Credits.

The Seller has disclosed to Wells Fargo Home Equity all final written reports, actions and sanctions of all federal and state agency and instrumentality reviews, investigations, examinations, audits, actions and sanctions undertaken or imposed within two (2) years prior to Home Equity Loans/Lines of Credit Purchase Agreement's effective date. Except as the Seller may have disclosed to Wells Fargo Home Equity and Wells Fargo Home Equity may have approved in writing, the Seller is not operating under any type of agreement or order (including, without limitation, a supervisory agreement, memorandum of understanding, cease and desist order, capital directive, supervisory directive, and consent decree) with or by the Office of Thrift Supervision, Federal Deposit Insurance Corporation, Federal Reserve Board, Office of the Comptroller of the Currency, or any state banking department or other government banking agency, and the Seller is in compliance with any and all capital, leverage or other financial standards imposed by any applicable regulatory authority.

Wells Fargo Home Equity Home Equity Seller Guide

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2. **Authority** - The Seller has and will maintain full corporate and partnership power and authority, as applicable, to execute and deliver the Correspondent Package and perform in accordance with its terms, and the Seller has taken all requisite corporate or partnership action to make the Correspondent Package valid, binding and enforceable upon the Seller in accordance with its terms, subject as to enforcement or remedies, to bankruptcy, insolvency, reorganization, receivership or other laws affecting creditors' rights generally from time to time in effect and general equity principles. The Seller is duly and validly authorized to execute and deliver all documents, instruments and agreements the Seller is required to execute and deliver under the terms of the Correspondent Package and to consummate the transactions contemplated by the Correspondent Package. The Correspondent Package and this Home Equity Seller Guide evidence the Seller's legal valid, binding and enforceable obligations.
3. **Ordinary Course of Business** - Consummation of the transactions contemplated by the Correspondent Package and the terms of this Home Equity Seller Guide are in the ordinary course of the Seller's business, and the Seller's transfer, assignment, and conveyance of the Notes and the Mortgages pursuant to the Correspondent Package and the terms of this Home Equity Seller Guide are not subject to the bulk transfer laws or any similar statutory provisions in effect in any applicable jurisdiction.
4. **No Conflicts** - The Seller's execution and delivery of the Home Equity Loans/Lines of Credit Purchase Agreement, acquisition, making and sale of the Home Equity Loans/Lines of Credits, consummation of Home Equity Loans/Lines of Credit Purchase Agreement contemplated transactions, fulfillment of and compliance with the terms and conditions of the Correspondent Package will not conflict with or result in a breach of any terms, conditions, or provisions of the Seller's articles of incorporation, charter, by-laws, partnership agreement, or other organizational document, or of any legal restriction or regulatory directive or any agreement or instrument to which the Seller is now a party or by which it is bound; nor will such actions by the Seller constitute a default or result in an acceleration under any of the foregoing, result in the violation of any law, rule, regulation, order, judgment, or decree to which the Seller or any of its property is subject, impair the ability of Wells Fargo Home Equity to realize on a Home Equity Loans/Lines of Credit or impair its value.
5. **Ability to Perform** - The Seller has the ability to perform each and every obligation contained in, and to satisfy each and every requirement imposed on the Seller, in the Correspondent Package and this Home Equity Seller Guide and no offset, counterclaim, or defense exists to the Seller's full performance of the Correspondent Package' and this Home Equity Seller Guide's requirements.
6. **No Adverse Actions** - There is no action, suit, proceeding, inquiry, review, audit or investigation pending or threatened by or against the Seller ("Adverse Action") that, either in any one instance or in the aggregate, could result in any material adverse change in the Seller's business, operations, financial condition, properties or assets or in any material liability on the Seller's part which would draw into question the validity or enforceability of the Correspondent Package, this Home Equity Seller Guide, any Home Equity Loans/Lines of Credit, or any of the Seller's actions taken, or to be taken in connection therewith; or which would be likely to impair materially Seller's ability to perform under the Correspondent Package' or this Home Equity Seller Guide's terms. Seller shall advise Wells Fargo Home Equity immediately, in writing, of any pending or

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threatened Adverse Action, or any pending or threatened action to revoke or limit any license, permit, authorization or approval issued or granted to the Seller by any federal, state or local government or quasi-governmental body, or any agency or instrumentality thereof, which is necessary for the Seller to conduct its business, or to impose any penalty or other disciplinary sanction on the Seller, or any other sanction that would materially affect the Seller's business.

7. **No Consent Required** - The Seller's execution and performance of, and compliance with, the Correspondent Package and this Home Equity Seller Guide; sale of any of the Home Equity Loans/Lines of Credits; and consummation of any contemplated Correspondent Package transactions do not require the consent, approval, authority, or order of any court or governmental agency or body, or if required, the Seller has obtained such unconditional approval prior to the related Funding Date.
8. **No Untrue Information** - The Seller's Application, the Correspondent Package, the promises, agreements, Representations and Warranties contained in this Home Equity Seller Guide and all other statements, reports, and documents the Seller furnished or will furnish pursuant to the Correspondent Package and this Home Equity Seller Guide contain no untrue statement of material fact nor do they fail to contain a material fact necessary to make the statements contained therein not misleading.
9. **No Accrued Liabilities** - Except as the Seller has disclosed to Wells Fargo Home Equity and Wells Fargo Home Equity has acknowledged in writing prior to the Home Equity Loans/Lines of Credit Purchase Agreement's effective date, there are no accrued liabilities of the Seller with respect to any of the Home Equity Loans/Lines of Credits, or circumstances under which Wells Fargo Home Equity will be liable for any such accrued liabilities as the Seller's successor in interest in and to the Home Equity Loans/Lines of Credits.
10. **Origination/Servicing** - The Home Equity Loans/Lines of Credits have been legally, properly, prudently, and customarily originated in conformance with the highest standards of the residential Mortgage origination and servicing business using Accepted Servicing Standards.
11. **Compliance with Business and Property Laws** - The Seller has complied with, and shall continue to comply with, and has not violated and shall not violate, any law, ordinance, requirement, regulation, rule, or order applicable to its business or properties, the violation of which might adversely affect the Seller's operations or financial conditions or the Seller's ability to consummate the transactions contemplated by the Correspondent Package and this Home Equity Seller Guide.
12. **Compliance with Correspondent Package and Home Equity Seller Guide** - The Seller has and will comply with all provisions of the Correspondent Package and this Home Equity Seller Guide, and will promptly notify Wells Fargo Home Equity of any occurrence, act, or omission regarding the Seller, the Home Equity Loans/Lines of Credit, the Mortgaged Property or the Mortgagor, which occurrence, act, or omission may materially affect the Seller, the Home Equity Loans/Lines of Credit, the Mortgaged Property or the Mortgagor.
13. **Inspection of Books and Records** - The Seller shall allow Wells Fargo Home Equity, or its agent or designee, upon twenty-four (24) hours notice, to inspect all books and records of the Seller pertaining to its Mortgage operations and to any Home Equity Loans/Lines of Credits

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purchased by Wells Fargo Home Equity from the Seller, and the Seller shall, upon Wells Fargo Home Equity's reasonable request, or as provided for in the remedies provisions of this Home Equity Seller Guide, allow Wells Fargo Home Equity to take possession of all files and other material relating to Home Equity Loans/Lines of Credits purchased by Wells Fargo Home Equity.

14. **National Bank Guideline Compliance** - If Seller is a national bank subject to the regulatory supervision of the Office of the Comptroller of the Currency (OCC), Seller is in material compliance with the standards set forth in Part III of the OCC's Guidelines Establishing Standards for Residential Mortgage Lending Practices, OCC 2005-3 as became effective April 8, 2005.

CONCERNING INDIVIDUAL HOME EQUITY LOANS/HOME EQUITY LINES OF CREDIT

The Seller represents, warrants and covenants the following to Wells Fargo Home Equity as to each Home Equity Loans/Lines of Credit offered for sale under the Correspondent Package, whether purchased by Wells Fargo Home Equity or not:

15. **Home Equity Loans/Lines of Credits as Described** - No document, report, data or material furnished to Wells Fargo Home Equity relating to any Home Equity Loans/Lines of Credit (including, without limitation, the Mortgagor's Home Equity Loans/Lines of Credit application executed by the Mortgagor) in any Home Equity Loans/Lines of Credit File, whether delivered in hard copy, electronically or otherwise, contains any untrue statement of fact or omits to state a fact necessary to make the statements contained in the Home Equity Loans/Lines of Credit File not misleading.
16. **Payments Current** - The Mortgagor has made and the Seller has credited all payments required to be made through the related Home Equity Loans/Lines of Credit's Funding Date under the terms of the Note. No payment required under the Home Equity Loans/Lines of Credit is delinquent nor has any payment under the Home Equity Loans/Lines of Credit been delinquent at any time since the origination of the Home Equity Loans/Lines of Credit. For the purposes of this paragraph, a Home Equity Loans/Lines of Credit will be deemed to be delinquent if the Mortgagor did not pay any payment due within **15 days of such payments due date OR the month** such payment was due, whichever is earlier.
17. **No Outstanding Charges** - The Mortgagor has not defaulted under the Home Equity Loans/Lines of Credit terms, and has paid any and all taxes, including, without limitation, any and all transfer taxes due and payable to any state or municipality relating to the Mortgaged Property's transfer of ownership and occupancy interest. The Mortgagor has paid all governmental assessments, insurance premiums, water, sewer and municipal charges, leasehold payments and ground rents and other charges that previously became due and owing or will become due and owing within sixty (60) days of the Funding Date, or the Mortgagor has established an escrow account sufficient to pay such charges.
18. **No Advances** - Except as the Seller has disclosed clearly and conspicuously in writing to Wells Fargo Home Equity, and Wells Fargo Home Equity has approved in writing to the Seller, prior to the Funding Date:

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- (i) the Seller has not advanced funds, or induced, solicited, or knowingly received any advance of funds by a party other than the Mortgagor, directly or indirectly, for the payment of any amount required under the Home Equity Loans/Lines of Credit, except for interest accruing from the date of the Note or the Home Equity Loans/Lines of Credit proceeds disbursement date, whichever is later, to the day that precedes by one (1) month the due date of the first installment of principal and interest; and
 - (ii) the Mortgagor has, in compliance with the applicable Underwriting Guidelines, made any down payment required in connection with the Home Equity Loans/Lines of Credit, and has received no concession from the Seller, the Seller of the Mortgaged Property, or any other third party.
19. **Original Terms/No Release** - No person or entity has impaired, waived, altered, or modified in any respect, except by a written instrument that Wells Fargo Home Equity has approved, the original Note and Mortgage terms. Any related title insurer have approved the substance of any Note and Mortgage term waiver, alteration, or modification, to the extent required by the respective policies. No Mortgagor has been released, in whole or in part.
20. **No Defense** - The Home Equity Loans/Lines of Credit is not subject to any unexpired right of rescission, set-off, counterclaim, or defense, including, without limitation, the defense of usury. The operation of any of the Note or the Mortgage terms, or the exercise of any right thereunder, will not render either the Note or the Mortgage unenforceable, in whole or in part, or subject to any right of cancellation, set-off, counterclaim, or defense, including, without limitation, the defense of usury, and no such right of cancellation, set-off, counterclaim, or defense has been asserted with respect to the Note or the Mortgage.
21. **Hazard Insurance** - Pursuant to the terms of each Home Equity Loans/Lines of Credit, hazard insurance policies meeting Wells Fargo Home Equity's requirements insure all buildings or other improvements upon the Mortgaged Property and obligates the Mortgagor to maintain such hazard insurance policies at the Mortgagor's cost and expense, and upon the Mortgagor's failure to do so, or to provide evidence thereof, authorizes the Mortgagee to obtain and maintain such insurance at the Mortgagor's sole cost and expense, and to seek reimbursement from the Mortgagor. Each hazard insurance policy is the valid and binding obligation of the insurer, is in full force and effect, and will be in full force and effect, to Wells Fargo Home Equity's benefit upon the consummation of the transactions contemplated by the Correspondent Package and this Home Equity Seller Guide. The Seller has not engaged in, and has no knowledge of the Mortgagor having engaged in, any act or omission that would impair the coverage of any hazard insurance policy, the benefits of the endorsement provided for herein, or the validity and binding effect of either. Each Home Equity Loans/Lines of Credit File delivered on the Funding Date contains guaranteed initial Flood Zone Determination documentation.
22. **Origination, Underwriting and Servicing Compliance** - The originating, closing and, prior to Wells Fargo Home Equity becoming responsible for the Home Equity Loans/Lines of Credit servicing, the servicing of the Home Equity Loans/Lines of Credit was in compliance with and, to the extent that it is within the Seller's control, will continue to be in compliance with:

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- (i) all applicable laws, rules, regulations, decrees, pronouncements, directives, orders, and contractual requirements with respect to the origination, closing, underwriting, processing, and servicing of each Home Equity Loans/Lines of Credit;

any and all other applicable federal, state, county, municipal, or other local laws, including, without limitation, those laws relating to truth-in-lending, fair lending, real estate settlement procedures, consumer credit protection, usury limitations, fair housing, equal credit opportunity, collection practices, and real estate appraisals: and

- (iii) all applicable anti-money laundering laws and regulations, including but not limited to the Bank Secrecy Act and its subsequent revisions and enhancements, the Customer Identification Program requirements of the USA Patriot Act, Office of Foreign Assets Control requirements (collectively the "Anti-Money Laundering Laws"), and has established an anti-money laundering compliance program as required by the applicable Anti-Money Laundering Laws, and maintains, and will maintain, sufficient information to identify the applicable Borrower/Obligor for purposes of the Anti-Money Laundering Laws.

23. **Home Equity Loans/Lines of Credit Status** - No person or entity has satisfied, canceled, subordinated, or rescinded, in whole or in part the Mortgaged Property and no person or entity has released, in whole or in part, the Mortgage Property from the Mortgage lien, nor executed any instrument that would effect any such release, cancellation, subordination, or rescission. There is no assumption, loss draft or payoff pending on the Home Equity Loans/Lines of Credit nor has the Seller received a request for approval of, or notice of any proposed assumption, loss draft or payoff of the Home Equity Loans/Lines of Credit.

24. **Location and Type of Mortgaged Property** - The Mortgaged Property is located in the state identified in the Home Equity Loans/Lines of Credit File and, unless otherwise provided for in the Correspondent Package, this Home Equity Seller Guide or any applicable Underwriting Guidelines, consists of a single parcel of real property with a single family residence erected thereon, or a two-to-four family dwelling, or an individual unit in a planned unit development or condominium project. No portion of the Mortgaged Property is used for commercial purposes in such a manner that knowledgeable and sophisticated investors active in the residential secondary Mortgage market would consider the Mortgaged Property commercial, rather than residential property.

25. **Valid Second Liens Secured by Real Property – As to any Home Equity Loan/Line of Credit**, the Mortgage is a valid, existing, and enforceable second lien on the Mortgaged Property; on all buildings on the Mortgaged Property; on all installations and mechanical, electrical, plumbing, heating, and air conditioning systems located in or affixed to such buildings; and on all additions, alterations, and replacements made at any time with respect to the foregoing.

The Second Mortgage lien is subject only to:

- (i) (a) A superior Wells Fargo Funding Loan as defined in the Wells Fargo Funding Seller Guide, or (b) A superior first Mortgage lien that secures a debt obligation that does not allow retention of lien priority status for non-obligatory advances or that contains a

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provision which prohibits the placement of any additional liens on the Mortgage property.

- (ii) current real property taxes and assessment liens not yet due and payable;
- (iii) covenants, conditions, restrictions, rights of way, easements, and other matters of public record which as of the date of the lien's recording are or were acceptable to Mortgage lending institutions generally, are specifically referred to in the Title Policy delivered to the Home Equity Loans/Lines of Credit originator, and: (a) were referred to or otherwise considered in the appraisal made for the Home Equity Loans/Lines of Credit originator or (b) do not adversely affect the Mortgage Property's appraised value set forth in such appraisal; or
- (iv) other matters to which like properties are commonly subject, which other matters do not materially interfere with the benefits of the security intended to be provided by the Mortgage, or the use, enjoyment, value, or marketability of the related Mortgaged Property.

(v)

26. **Home Equity Loans/Lines of Credit Documents** - All Home Equity Loans/Lines of Credit Documents are genuine and complete in all respects and each is the Mortgagor's legal, valid, and binding obligation enforceable in accordance with its terms. All parties to the Note and the Mortgage had legal capacity to enter into the Home Equity Loans/Lines of Credit, to execute and deliver the Note and the Mortgage, and did duly and properly execute the Note and the Mortgage. The person who or entity which originated the Home Equity Loans/Lines of Credit used current, valid and legally compliant forms and documents, unless Wells Fargo Home Equity expressly permitted or required in writing other documents.
27. **The Full Disbursement of Proceeds** – With respect to Home Equity Loans only, the full principal amount of the Home Equity Loans proceeds have been advanced to Borrower, either by payment directly to such Borrower or by payment made on such Borrower's request or approval and there is no requirement for future advances in the Home Equity Loans documents. The unpaid balance of the Home Equity Loans/Lines of Credit is as represented by the Seller. Any and all requirements as to completion of any on-site or off-site improvements and as to disbursements of any escrow funds therefore have been complied with. All costs, fees, and expenses incurred in making or closing the Home Equity Loans/Lines of Credit and recording the Mortgage were paid, and the Mortgagor is not entitled to any refund of any amounts paid or due under the Note or the Mortgage.

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28. **Ownership of Home Equity Loans/Lines of Credits** - The Seller is the sole owner and holder of the Home Equity Loans/Lines of Credit. Except for the security interest of a Warehouse Lender, which security interest the Seller has disclosed in writing to Wells Fargo Home Equity, the Home Equity Loans/Lines of Credit is not assigned or pledged. The Seller has good and marketable title to the Home Equity Loans/Lines of Credit, and has full right to transfer and sell the Home Equity Loans/Lines of Credit to Wells Fargo Home Equity free and clear of any encumbrance, equity, participation interest, lien, pledge, charge, claim, security interest, right, option, assignment, or servicing agreement with any third party whatsoever, except pursuant to the Correspondent Package and this Home Equity Seller Guide, and the Seller has full right and authority (subject to no interest or participation of, or agreement with, any other party) to sell and assign each Home Equity Loans/Lines of Credit pursuant to the Correspondent Package and this Home Equity Seller Guide.
29. **Third Party Compliance** - When a person or entity:
- (i) originates a Home Equity Loans/Lines of Credit on the Seller's behalf,
 - (ii) originates a Home Equity Loans/Lines of Credit on its own behalf and sells it to the Seller; or
 - (iii) performs any act for the Seller which the Correspondent Package or this Home Equity Seller Guide requires the Seller to perform, the Seller warrants that such person or entity has complied with all this Home Equity Seller Guide's requirements with respect to all such Home Equity Loans/Lines of Credits and acts. All parties that have had any interest in the Home Equity Loans/Lines of Credit, whether as Mortgagee, assignee, pledgee, or otherwise, are (or during the period in which they held and disposed of such interest, were) in compliance with any and all applicable requirements concerning licensing and qualifications to do business under the laws of the state where the Mortgaged Property is located.
30. **CLTV** - Each Home Equity Loans/Lines of Credit's CLTV does not exceed the maximum CLTV permitted by the applicable Underwriting Guidelines.
31. **Title Insurance** - The Seller is the sole insured under the Title Policy. The Title Policy is in full force and effect, will be in full force and effect upon the consummation of the transactions contemplated in the Home Equity Loans/Lines of Credit Purchase Agreement and in this Home Equity Seller Guide, and is in conformance with applicable Agency requirements. No claims have been made under such Title Policy, the accuracy of any attorney's opinion of title has not been disputed, and no prior Home Equity Loans/Lines of Credit holder, including the Seller, has done, by act or omission, anything that would impair the coverage of such Title Policy or the accuracy of such attorney's opinion of title. The attorney's opinion of title, if applicable or required by state law, is in a form and substance acceptable to Mortgage lending institutions making Loans/Lines in reliance upon such attorney's opinions of title.
32. **No Defaults** - There is no default, breach, violation, or event of acceleration existing under the Mortgage or the Note and, to the best of the Seller knowledge, no event has occurred or condition exists that, with the passage of time or with notice and the expiration of any grace or cure period, would constitute a default, breach, violation, or event of acceleration, and neither the Seller nor its predecessors has waived any default, breach, violation, or event of acceleration.

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33. **No Mechanic's Lien** - Unless fully covered by a Title Policy acceptable to Wells Fargo Home Equity, there is no mechanic's or similar lien or claim filed for work, labor, or material (and no rights are outstanding that under applicable law could give rise to such a lien or claim), affecting the related Mortgaged Property, which is or may be a lien prior to, or equal with, the related Mortgage's lien.
34. **Improvement Locations; No Encroachments** - All improvements the underwriter considered in determining the Mortgaged Property's appraised value at origination lie wholly within the Mortgaged Property's boundaries and building restriction lines and no improvements on adjoining properties encroach upon the Mortgaged Property (except those encroachments which the title insurer has affirmatively insured over). No improvement located on or being part of the Mortgaged Property is in violation of any applicable zoning law or regulation. All Mortgaged Property improvements, including new construction, have been completed in full compliance with any applicable laws, regulations or building codes and standards, and the improvements comply with the laws, regulations, or building codes and standards as of the Funding Date.
35. **Origination Terms** - The person or entity originating the Home Equity Loans/Lines of Credit, originated and processed the Home Equity Loans/Lines of Credit in accordance with the Home Equity Loans/Lines of Credit Purchase Agreement's and this Home Equity Seller Guide's terms and underwrote the Home Equity Loans/Lines of Credit in accordance with the applicable Underwriting Guidelines in effect when the Home Equity Loans/Lines of Credit was originated and processed.
36. **Customary Provisions** - The Home Equity Loans/Lines of Credit contains enforceable provisions that give the Mortgage holder rights and remedies to realize against the collateral as expeditiously as applicable law allows, including without limitation,
- (i) in the case of a Mortgage designated as a deed of trust, by trustee's sale;
 - (ii) otherwise, by non-judicial foreclosure, if applicable, and, if not,
 - (iii) by judicial foreclosure. To the extent permissible under applicable law, the Mortgagor or any other necessary party has waived any homestead or other exemption available to a Mortgagor or other necessary party which would interfere with the right to sell the Mortgaged Property at a trustee's sale or with the right to foreclose the Mortgage.
37. **Occupancy Certifications** - The Mortgaged Property is lawfully occupied under applicable law. The Seller has made or obtained from the appropriate authorities all inspections, licenses, and certificates required to be made or issued with respect to all occupied Mortgaged Property portions, or with respect to the Mortgaged Property's use and occupancy (including, without limitation, certificates of occupancy and fire underwriting certificates).
38. **No Additional Collateral** - The Note is not and has not been secured by any collateral except the corresponding Mortgage lien and the security interest of any applicable security agreement or chattel Mortgage, the existence of which the Seller previously disclosed to Wells Fargo Home Equity and Wells Fargo Home Equity approved in writing.

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39. **Deeds of Trust** - In the event the Mortgage constitutes a deed of trust, a trustee, duly qualified under applicable law to serve as such, has been properly designated and currently so serves and is named in the Mortgage, and no fees or expenses are or will become payable by Wells Fargo Home Equity to the trustee under the deed of trust, except in connection with a trustee's sale after default by the Mortgagor or reconveyance of the deed of trust.
40. **Acceptable Investment** - There is no circumstance or condition with respect to the Mortgage, the Mortgaged Property, the Mortgagor, or the Mortgagor's credit standing, that can reasonably be expected to cause private institutional investors to regard the Home Equity Loans/Lines of Credit as an unacceptable investment, cause the Home Equity Loans/Lines of Credit to become Delinquent or adversely affect the Home Equity Loans/Lines of Credit's value or marketability.
41. **Condominium Project Units and Planned Unit Developments ("PUD")** - As to each condominium unit located in a condominium project or planned unit located in a PUD:
- (i) The condominium project or PUD has been created and is existing in full compliance with the enabling statute requirements of the jurisdiction in which the condominium project or PUD is located and with all other applicable laws;
 - (ii) The condominium project or PUD constituent documents contain customary and enforceable provisions protecting the rights of each unit's second Mortgagee, as specified in the appropriate Agency guidelines;
 - (iii) Any second Mortgagee obtaining title to a condominium project unit or PUD unit pursuant to the remedies provided in a Mortgage or a Mortgage foreclosure will not be liable for such condominium project unit's or PUD unit's unpaid dues or charges which accrue prior to the Mortgagee's acquisition of title to such condominium project unit or PUD unit unless specifically provide for by applicable law;
 - (iv) All taxes, assessments, and charges, that may become liens prior to the first Mortgage under applicable law, relate only to the individual condominium project unit or PUD unit and not to the condominium project or PUD as a whole;
 - (v) The requisite percentage of condominium project units or PUD units specified in the applicable Underwriting Guidelines have been sold and conveyed to bona fide purchasers who have closed or who are legally obligated to close. One owner's purchase of multiple condominium project units or PUD units have been counted as one sale when counting the number of condominium project unit or PUD unit sales to determine if this sales requirement has been met;
 - (vi) (vi) Condominium Project or PUD dues or charges include an adequate reserve funds for maintenance, repairs and replacement of those common elements that must be replaced on a periodic basis, and are payable in regular installments rather than by special assessments;
 - (vii) All Home Equity Loans/Lines of Credit secured by condominium project units or PUD units comply with the applicable condominium or PUD requirements set forth in this Home Equity Seller Guide and the applicable Underwriting Guidelines; and
 - (viii) With respect to any lien held by a homeowners' association, special district, or similar organization for assessments, maintenance fees or similar charges against the Mortgaged Property which is or appears to be, equal to or prior to the Mortgage, the homeowners' association, special district or similar organization have agreed to give at least sixty (60) days written notice before foreclosing on the lien and the lienholder will forward such notice to the Mortgage holder at least forty-five (45) days before foreclosure.

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42. **Home Equity Loans/Lines of Credit Recording and Transfer** - The Seller has recorded the Note and Mortgage, if necessary, to protect Wells Fargo Home Equity's interests. The Assignment of Mortgage from the Seller to Wells Fargo Home Equity is in recordable form and is acceptable for recording or filing under the laws of the jurisdiction in which the Mortgaged Property is located. The Home Equity Loans/Lines of Credit Assignment to Wells Fargo Home Equity validly transfers the Home Equity Loans/Lines of Credit to Wells Fargo Home Equity, free and clear of any pledge, lien, encumbrance or security interest, and the Seller will not assign or transfer any interest in the Home Equity Loans/Lines of Credit to any other person or entity.
43. **Due-on-Sale** - When, and to the extent, allowed by applicable law, the Mortgage contains an enforceable provision for acceleration of the Home Equity Loans/Lines of Credit's unpaid principal balance in the event that the Mortgagor sells or transfers the Mortgaged Property without the Mortgagee's prior written consent.
44. **No Graduated Payments, Contingent Interest, Cooperative Share Home Equity Loans/Lines of Credit, , , any Loans that contain a provision for priority lien status for non-obligatory advances, or any Loans/lines that contain a provision which prohibits the placement of any additional liens on the Mortgaged property.** Unless otherwise expressly provided for in the Correspondent package or this Home Equity Seller Guide, none of the documents evidencing or securing the Home Equity Loans/Lines of Credit is a graduated payment Home Equity Loans/Lines of Credit, and the Home Equity Loans/Lines of Credit does not have a shared appreciation or other feature providing for cooperative or contingent interest or cooperative or contingent principal.
45. **Mortgaged Property Undamaged; No Condemnation** - The Mortgaged Property is undamaged by waste, fire, earthquake or earth movement, windstorm, flood, tornado, or other casualty so as to affect adversely the Mortgaged Property's value as security for the Home Equity Loans/Lines of Credit or the use for which the premises were intended. The Mortgaged Property is in good repair. There are no condemnation proceedings by any federal, state, or local authority pending or, to the best of the Seller knowledge, threatened against the Mortgaged Property.
46. **Collection Practices; Escrow Deposits** - The collection practices used with respect to the Home Equity Loans/Lines of Credit have been in accordance with Accepted Servicing Practices, and have been in all respects legal and proper. With respect to escrow deposits and escrow payments, all such payments are in Seller possession and there exists no deficiency in connection with the escrow deposits and Escrow Payment for which customary arrangements for repayment have not been made. No escrow deposits or escrow payments, or other charges or payments due the Seller, have been capitalized under the Mortgage or Note. All Mortgage Loans delivered for Funding shall contain the HUD required Initial Escrow Account Disclosure Statement if applicable,, as defined in the Wells Fargo Funding Seller Guide. There are no escrow deposits or payments associated with the Home Equity Loans/Lines of Credit as of the Funding Date.
47. **No Other Hazards** - To the best of the Seller's knowledge, except as the Seller has specifically disclosed to Wells Fargo Home Equity and Wells Fargo Home Equity has approved in writing, the Mortgaged Property is not exposed to environmental hazards (such as toxic or hazardous waste) which are not covered by fire and extended coverage insurance or other available insurance.

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48. **Supervision of Home Equity Loans/Lines of Credit Originator** - The person or entity originating the Home Equity Loans/Lines of Credit was a savings and Loan association, savings bank, commercial bank, credit union, insurance company, or similar institution supervised and examined by a federal or state authority, or by a Mortgagee approved by the Secretary of Housing and Urban Development pursuant to National Housing Act Sections 203 and 211.
49. **Real Estate Appraisals** - Each appraisal conducted in connection with a Loan complies with applicable federal and state law, and applicable Agency requirements; and with respect to any appraisal requirements imposed by or pursuant to the Financial Institutions Reform, Recovery and Enforcement Act of 1989 ("FIRREA"), as amended from time to time, the related Loan is eligible for purchase by a financial institution subject to FIRREA, and, in the case of Conforming Balance Loan sizes, by the Agencies. Each appraisal is made by an appraiser who meets all of the following requirements:
- (i) Is either a licensed or certified residential appraiser or a certified general appraiser, by the state, as required for the particular appraisal;
 - (ii) Is in good standing with the applicable state appraisal licensing agency;
 - (iii) Is independent of Wells Fargo, the Seller, and the Seller's affiliates and subsidiaries, and is not involved in the Loan transaction in any way except as the appraiser;
 - (iv) Does not have any present or prospective direct or indirect interest, financial or otherwise, in the property that is the subject of the appraisal report;
 - (v) Has no personal bias, or interest with respect to any of the parties involved in the transaction relating to the appraisal, including but not limited to the Seller or the Seller's directors, officers, employees or agents;
 - (vi) Made a personal inspection of the property that is the subject of the appraisal report;
 - (vii) Was not assigned the appraisal based on any required or expected minimum or specific valuation of the appraised property, and whose compensation was not based upon reporting a predetermined value of the appraised property or any other information contingent upon some event which, at the time of the appraisal, had not occurred;
 - (viii) **Was not assigned the appraisal by the same person responsible for the sole approval authority for granting the loan request, and**
 - (ix) Demonstrates sufficient experience and education in the appraisal of properties similar to the subject property
50. **Valuation Products** - Where permitted, approved alternative valuation products such as Automated Valuation Models (AVMs) may be utilized in accordance with current guidelines. Where more than one such approved product is available, Sellers origination process prohibits the practice of "Value Shopping". "Value Shopping" is defined as the practice of obtaining multiple AVMs and selecting the one to be used based on the market value it returned. Factors other than the actual value must be used when selecting which model to use in decisioning the loan.
51. **Bankruptcy or Insolvency** - To the best of the Seller's knowledge, the Mortgagor is not a debtor in any state or federal bankruptcy or insolvency proceeding.
52. **Error or Fraud** - Neither the Mortgagor nor any other person or entity involved in the Home Equity Loans/Lines of Credit transaction or in its underwriting or documentation (including without limitation, any appraiser, broker, third-party originator, credit reporting agency, or other provider of underwriting information) has made any false representation and/or has failed to provide information that is true, complete and accurate in connection with such transaction

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whether or not the Seller was a party to or had knowledge of such misrepresentation or incorrect information, and no error, omission, misrepresentation, negligence, fraud or similar occurrence with respect to the Home Equity Loans/Lines of Credit has taken place on the part of the Seller or any other party involved in the Home Equity Loans/Lines of Credit's origination or in the application of any insurance in relation to such Home Equity Loans/Lines of Credit.

53. **No Options** - No other party has any option or right of first refusal or other arrangement to acquire directly or indirectly any Home Equity Loans/Lines of Credit offered to Wells Fargo Home Equity for purchase.
54. **Home Equity Loans/Lines of Credit Payments** - The Seller has not made, directly or indirectly, any payment on the Home Equity Loans/Lines of Credit or on any other Home Equity Loans/Lines of Credit of the Mortgagor from any other person or entity; the Seller has also not made any agreement with any Mortgagor providing for any variation of the Mortgage Interest Rate, the schedule of payment or other Home Equity Loans/Lines of Credit terms and conditions.
55. **Adverse Selection** - The Seller used no adverse selection process or procedures in selecting the Home Equity Loans/Lines of Credits to be sold to Wells Fargo Home Equity.
56. **Securities Law** - Wells Fargo Home Equity has made no representation whatsoever to the Seller concerning the applicability or inapplicability of the Security Act of 1933, as amended (the "1933 Act") or of any state securities laws (each, a "State Act") to the transactions that are the subject of this Home Equity Seller Guide. The Seller hereby represents and warrants to Wells Fargo Home Equity as follows:
- (i) The offer, issuance, sale, and delivery of the Home Equity Loans/Lines of Credits under the circumstances contemplated hereunder constitute exempted transactions under the registration provisions of the 1933 Act, and the registration of the Home Equity Loans/Lines of Credits under the 1933 Act is not required in connection with any such offer, issuance, sale, or delivery of the Home Equity Loans/Lines of Credits; and
 - (ii) The offer, issuance, sale, and delivery of the Home Equity Loans/Lines of Credits under the circumstances contemplated under the Correspondent Package and this Home Equity Seller Guide constitute exempted transactions under applicable State Acts, and the neither the Home Equity Loans/Lines of Credits registration or qualification is required under such State Acts nor is the authorization, approval, or consent of any governmental authority or agency required or necessary in connection with any such offer, issuance, sale, or delivery of the Home Equity Loans/Lines of Credits.
57. **No Home Equity Loan/Home Equity Line of Credit Is a High Cost, Threshold, Predatory Loan or Section 32 Covered Loan or a Refinance of the Same** - No Home Equity Loan/Home Equity Line of Credit is subject to or is covered under any federal, state or municipal law regulating high cost loans, predatory loans, or threshold loans, including but not limited to, loans subject to Section 103(aa) of Truth-in-Lending Act, as amended, or Section 226.32 of the Federal Reserve Board, Regulation Z, as amended ("Section 32 Loans"). Furthermore, no Home Equity Loan/Home Equity Line of Credit represents a refinance, in whole or in part, of a transaction that was subject to or covered under any such federal, state or municipal law regulating high cost loans, predatory loans, or threshold loans, including, but not limited to Section 32 Loans.

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58. **Fair Lending / Equal Credit Opportunity Act** - To the best of Seller's knowledge, Seller and its third party originators have treated all Borrowers/Obligors in a fair and consistent manner. All Borrowers/Obligors have received the same level of assistance, on whether to apply for credit, how to best qualify for credit, how to resolve any issues relating to creditworthiness and other aspects in the credit extension process. Seller has complied with all provisions of the Equal Credit Opportunity Act and the Fair Housing Act.
59. **Fair Pricing Policy** - All Home Equity Loans/Home Equity Lines of Credit comply with Wells Fargo's Fair Pricing Policy, which does not allow the funding of any "High Cost" mortgage loans or home equity financing. All Home Equity Loans/Home Equity Lines of Credit have passed a High Cost Mortgage Test, whether or not they are covered by high cost mortgage regulation, HOEPA (section 226.32 of Regulation Z), or any state or local high cost, covered or predatory lending law or ordinance. This includes owner-occupied refinances, non-owner occupied refinances, purchase money transactions and cash-out transactions. Interest rates and other pricing terms reasonably reflect the costs and risks of originating the Home Equity Loan/Home Equity Line of Credit. All Home Equity Loans/Home Equity Lines of Credit comport to Seller's established policies with respect to maximum points and charges, overages, yield spread premiums or other compensation vehicles, and established limits on total broker and lender compensation.
60. **Predatory Lending/Home Ownership and Equity Protection Act/High Cost Loans** - No Home Equity Loan/Home Equity Line of Credit is subject to the Provisions of the Home Ownership and Equity Protection Act of 1994 as amended or is considered a "high cost", "covered" or "predatory" loan under any applicable state, federal, or local laws or ordinances.

Prohibited Practices - Seller and its third party originators have not engaged in any of the following practices with respect to Home Equity Loans/Home Equity Lines of Credit purchased or to be purchased by Wells Fargo:

- a. Encouraging a borrower to default on an existing loan/extension of credit in connection with the refinance of all or part of the existing loan/extension of credit;
- b. Financing single premium credit life, disability or unemployment insurance products with the proceeds of the Home Equity Loan/Home Equity Line of Credit;
- c. Refinancing of a Special Subsidized Mortgage. A "**Special Subsidized Mortgage**" means a residential mortgage loan including home equity financing that is originated or subsidized by or through a state, local, or tribal government or nonprofit organization and that in some circumstances:
 - does not have to be completely repaid; or
 - requires only partial payments be made.Examples include, but are not limited to, a mortgage granted by organizations such as Habitat for Humanity or a local housing authority.
- d. Contracting for a prepayment premium.
- e. Payment to a home improvement contractor from the proceeds of the Home Equity Loan/Home Equity Line of Credit other than by a check made payable either to the consumer, or jointly to the consumer and the home improvement contractor, or through an independent third party escrow agent;
- f. Payment of Home Equity Loan/Home Equity Line of Credit payments in advance from the loan proceeds; and

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- g. Contracting for an increase in the interest rate upon default of the Home Equity Loan/Home Equity Line of Credit at a level not commensurate with risk mitigation
- 61. **Responsible Lending; Benefit to Borrower; Ability to Repay** – Seller agrees to use best efforts to ensure that each extension of credit offered to a Borrower/Obligor is consistent with his or her needs, objectives and financial situation. Each Home Equity Loan/Home Equity Line of Credit, the proceeds of which have been used to refinance a previous mortgage loan or home equity financing, offers a documented, demonstrable, tangible net economic benefit to the borrower. Appropriate assessment and documentation has been performed of the borrowers'/Obligor's ability to repay each Home Equity Loan/Home Equity Line of Credit in accordance with its terms. Timely, sufficient and accurate information has been provided to borrowers concerning each Home Equity Loan/Home Equity Lines of Credit's terms, costs, risks and benefits. Total loan compensation for each Home Equity Loan/Home Equity Lines of Credit, including compensation to third party originators, has been structured to avoid providing any incentive to originate a loan with predatory or abusive characteristics.
- 62. **Ohio Properties** – Each Home Equity Loan/Home Equity Line of Credit secured by property located in Ohio, irrespective of the originating lender's exempt status under the Ohio Consumer Sales Practices Act, relies on full verified documentation of the borrower's financial resources to determine the Mortgagor's probability of repayment, and all supporting documentation used by the originating lender to analyze the probability of repayment at time of origination is contained in the Closed Package
- 63. **Colorado Properties** – For each Home Equity Loan/Home Equity Line of Credit secured by property located in Colorado which involves a mortgage broker, a reasonable inquiry as to the Borrower's current and prospective income has been made and appears in the Closed Package, and an analysis of reasonableness of the income has been performed.
- 64. **Minnesota Properties** - Each Home Equity Loan/Home Equity Line of Credit secured by property located in Minnesota, irrespective of the originating lender's exempt status under the Minnesota Mortgage Originator and Servicer Licensing Act (the "MN Act"), relies on verified documentation of the borrower's financial resources to determine the borrower's probability of repayment, and all supporting documentation used by the originating lender to analyze the probability of repayment at time of origination is contained in the Closed Package. If such Home Equity Loan/Home Equity Line of Credit is a variable rate Home Equity Loan/Home Equity Line of Credit, the Borrower(s) was (were) qualified using the Home Equity Loan's/Home Equity Line of Credit's fully indexed rate (as such term is defined in the MN Act), and a repayment schedule which achieves full amortization over the life of the Home Equity Loan/Home Equity Line of Credit.

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305.01 General/Events of Default

This section sets forth events constituting defaults under the terms and conditions of the Correspondent Package and sets forth remedies available to Wells Fargo Home Equity upon the occurrence of an Event of Default. The Seller is responsible for notifying Wells Fargo Home Equity immediately upon the Seller's knowledge of any Event of Default.

The *Events of Default* for which Wells Fargo Home Equity is entitled to remedy include, but are not limited to:

- Early Payment Default (delinquency or foreclosure)
- Premium Refund in Event of Pay-off or Pay-down
- Breach of Representation or Warranty
- Fraud
- Early Payoff

The *Remedies* available to Wells Fargo Home Equity cumulatively or otherwise include, but are not limited to:

- Repurchase
- Withholding of Funding (including Net Funding)
- Reasonable Assurances
- Suspension and termination
- Set Off (including Net Funding)
- Indemnification
- Ineligibility for Above Par (Premium) Purchases

305.02 Repurchase Events of Default

If any of the events listed below occurs, in addition to the other remedies available to Wells Fargo Home Equity as outlined in **Section 305.01**, Wells Fargo Home Equity shall have the right to require the Seller to Repurchase Wells Fargo Home Equity's interest in the relevant Home Equity Loans/Lines of Credit at the Repurchase Price as set forth in **Section 305.03** below.

a. EARLY PAYMENTS DEFAULT

- First Four (4) Payment Default. Any of the first four (4) payments due to Wells Fargo Home Equity becomes ninety (90) or more days Delinquent.
- It is not an Event of Default as defined in Section 305 Events of Default should the Home Equity Loans/Lines of Credit be submitted and approved through *Lender's Alliance* Automated Underwriting System (AUS) and such submission and approval were not otherwise invalid (an "Invalid Decision"). An Invalid Decision is within the sole discretion of Wells Fargo, and examples may include, but are not limited to, findings of

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any material differences between the data entered in the AUS and the actual information, such as mathematical errors not made by AUS.

- b. **BREACH OF REPRESENTATION OR WARRANTY** - Seller defaults under or breaches, or Wells Fargo Home Equity discovers the inaccuracy of, any of the representations, warranties or covenants concerning the Seller set forth in the Correspondent Package (See generally, **Section 300** of this Home Equity Seller Guide).
- c. **FRAUD** - The Borrowers or any other party in the Mortgage transaction has made any false representation in conjunction with such transaction, whether or not the Seller was a party to or had knowledge of such false representation.
- d. **UNMARKETABLE HOME EQUITY LOANS/LINES OF CREDIT** - The Home Equity Loans/Lines of Credit the Seller delivers to Wells Fargo Home Equity is Unmarketable or is otherwise unmarketable on the secondary market without loss to Wells Fargo Home Equity, including, but not limited to, a Home Equity Loans/Lines of Credit as to which:
 - (i) **Correspondent Package.** The Seller has not complied with a requirement, term or condition of the Correspondent Package.
 - (ii) **Evidence of Compliance.** The Seller is unable to supply satisfactory evidence of compliance with the Correspondent Package.
 - (iii) **False or Misleading Representation.** The Seller has made one or more false or misleading representations, warranties or covenants to Wells Fargo Home Equity in the Correspondent Package or has failed to provide Wells Fargo Home Equity with information that is true, complete and accurate as to the Home Equity Loans/Lines of Credit or the Seller.
 - (iv) **Underwriting or Documentation.** The Seller did not underwrite and/or document the Home Equity Loans/Lines of Credit in accordance with Correspondent Document requirements.
 - (v) **Protection of Occupants.** The Seller violated or failed to comply with any applicable law designed to protect the health and safety of the Mortgaged Property's occupants (including failure to take any action available to the Seller that would relieve the Mortgage holder from liability under such law or regulation).

305.03 Repurchase Remedy

- a. **REPURCHASE PRICE** - The amount the Seller must pay to Wells Fargo Home Equity upon Repurchase request to the Seller ("Repurchase Price") shall be calculated as follows:
 - (i) **The Purchase Price** plus any premium pricing previously paid.
 - (ii) **Expenses.** Any and all documentary stamp taxes, recording fees, transfer taxes, and all other expenses payable in connection with any such Purchase and Repurchase, including, without limitation, any loss relating to the Home Equity Loans/Lines of Credit, all costs or expenses

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incurred by Wells Fargo Home Equity in the course of Repurchasing such Home Equity Loans/Lines of Credit from a third party, and Wells Fargo Home Equity's reasonable attorneys' fees; plus,

- (iii) **Interest, Penalties and Fees.** Accrued but unpaid interest up to the date of Repurchase and any penalties or fees charged to Wells Fargo Home Equity by the Servicer, such as, but not limited to, late fees, restoration fees penalties and fines.

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b. PROCEDURE FOR COMPLETING REPURCHASE –

- (i) **Thirty (30) Days to Repurchase.** The Seller must Repurchase Wells Fargo Home Equity's interest in the identified Home Equity Loans/Lines of Credit by the invoice due date, typically thirty (30) days after Wells Fargo Home Equity's request for Repurchase or the date on which the Seller knew of the occurrence of one or more of the Default events, whichever is earlier.

In the event the Repurchase is not completed by the invoice due date, Wells Fargo Home Equity may net fund (set-off) the amount from subsequent amounts due to the Seller

- (ii) **Wire Transfer of Funds.** The Seller shall effect Repurchases by wire transfer from the Seller to Wells Fargo Home Equity of immediately available funds. The date of Repurchase is the date when Wells Fargo Home Equity receives the Repurchase Price funds by wire transfer. At its option, Wells Fargo Home Equity may, at its sole discretion, consider a wire as having been received in the following month if it is received by Wells Fargo Home Equity on any of the last three (3) business days of the given month.
- (iii) **Release of Home Equity Loans/Lines of Credit File.** Upon receipt by Wells Fargo Home Equity of Repurchase Price, Wells Fargo Home Equity shall release to the Seller the related Home Equity Loans/Lines of Credit File(s) and shall execute and deliver to the Seller such instruments of transfer or assignment, in each case without recourse, as may be necessary to vest in the Seller, or its designee, title to such Repurchased Home Equity Loans/Lines of Credit.
- (iv) **Recordation and Transfer Costs / Repurchase Date.** The Seller shall assume the cost of recordation of assignments and other costs of transfer of any Repurchased Home Equity Loans/Lines of Credit or the instruments referenced above.

Please Note: Wells Fargo Home Equity's decision to require the Seller to Repurchase a Home Equity Loans/Lines of Credit shall be conclusive. The Seller's failure to comply with Wells Fargo Home Equity's Repurchase request may result in suspension or termination of selling privileges. Suspension or termination upon the occurrence of one or more of the Repurchase events shall not limit Wells Fargo Home Equity's right to take other action to enforce its rights or protect its interests, including, but not limited to those remedies set forth in the Home Equity Seller Guide.

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305.04 Early Payoff, Premium Refund Event of Default & Remedies & Premium Recapture

Premium Refund/Early Payoff

(i) Pay Off

In the event a Home Equity Loan/Line of Credit is paid-off in full at any time before its timely receipt of the first four scheduled monthly payments due on the Home Equity Loan/Line on or after the date of the Assignment of the Home Equity Loan/Home Equity Line of Credit to it and with respect to which Wells Fargo Home Equity had previously paid to Seller an above par premium price, Seller shall refund to Wells Fargo Home Equity that portion of the Purchase Price that represents the premium paid by Wells Fargo Home Equity to the Seller that was in excess of the par price of the Home Equity Loan/Home Equity Line of Credit, regardless of the amount outstanding on the Home Equity Loan/Home Equity of Credit at the time of payment in ("Premium Refund").

(ii) Pay Down

Eligible Clients

In the event that during the 120 days immediately following the purchase of the Home Equity Line of Credit, there are principal reductions on a Home Equity Line of Credit that represent one hundred (100%) percent of the original purchased balance, Seller shall refund to Wells Fargo Home Equity that portion of the Purchase Price that represents the premium paid by Wells Fargo Home Equity to the Seller that was in excess of the par price of the Home Equity Line of Credit. (this is a second type of "Premium Refund").

Ineligible Clients

Premiums paid in excess of par by Wells Fargo Home Equity will be subject to pro-rata recapture if the Home Equity Line of Credit is paid down by greater than 50% of the original purchase balance during the 120 days following purchase by Wells Fargo Home Equity. The premium recaptured amount for balance pay-downs will be applied on a pro-rata basis, based on the percent of the balance paid down.

Client Eligibility Requirements

Client eligibility will be established based on the following criteria. The client performance will be monitored on an ongoing basis and based on those findings Wells Fargo Home Equity has the right to change the Early Pay down policy that is offered for the client. The client will be notified in writing when a change occurs.

The following is required in order to qualify for the enhanced Early Pay down Premium Recapture policy:

- The client needs to be current on their Early Payoff / Early Pay down billings from Wells Fargo Home Equity. If there are any accounts for which the age of the outstanding bill is greater than 60 days, the client is not eligible for the enhanced early pay down premium recapture policy.

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- If the percentage of the balances purchased by Wells Fargo for the proceeding six months is below 60%, the client will become ineligible for the enhanced early pay down premium recapture policy.

Please Note: Seller shall remit the Premium Refund to Wells Fargo Home Equity within thirty (30) days of the date of Wells Fargo Home Equity's notice to Seller demanding the Premium Refund. In the event that Seller fails to provide the Premium Refund within the above-referenced time period, Wells Fargo Home Equity reserves all rights it may have with respect to Seller hereunder including, but not limited to, rendering Seller ineligible to receive above par premiums on any subsequent Wells Fargo Home Equity purchases of Home Equity Loans/Home Equity Lines of Credit and net funding of the same.

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305.05 Questionable Refinancing Practices Event of Default & Remedies

Questionable refinancing practices (such as those discussed below), constitute an Event of Default. The Seller must include in its policies and procedures for originating new Home Equity Loans/Lines of Credits, refinancing existing Home Equity Loans/Lines of Credits and reviewing Home Equity Loans/Lines of Credits originated by third parties appropriate safeguards to preclude the possibility of violating Wells Fargo Home Equity's prohibitions against questionable refinancing practices.

a. PROHIBITED ACTIVITIES –

- (i) **Selling Home Equity Loans/Lines of Credit in Process of Refinancing.** Wells Fargo Home Equity considers the delivery of any Home Equity Loans/Lines of Credit that is in the process of being refinanced (or acquiring from, or funding for, a third-party originator) as unacceptable (even if no agreement for future refinancing was entered into at the time of origination). Therefore, the Seller must not deliver for Wells Fargo Home Equity's purchase or securitization any Home Equity Loans/Lines of Credit that the Seller (or its affiliates or its third party originators) has agreed to refinance or is currently in the process of refinancing. Wells Fargo Home Equity considers an originator to be in the process of refinancing if, at the time the Home Equity Loans/Lines of Credit is delivered to Wells Fargo Home Equity, the Seller has taken another application from the same Borrower for the same property or has entered into an agreement with one of its third-party originators to acquire or fund another Home Equity Loans/Lines of Credit that has the same Borrower and property as the Home Equity Loans/Lines of Credit that is being delivered to Wells Fargo Home Equity.
- (ii) **Targeting.** Wells Fargo Home Equity considers specifically targeting or allowing other Home Equity Loans/Lines of Credit originators at any time to specifically target Borrowers whose Home Equity Loans/Lines of Credits are owned, securitized or serviced by Wells Fargo Home Equity as unacceptable.

b. PERMITTED ACTIVITIES - Wells Fargo Home Equity does not consider the Seller to be engaged in a questionable refinancing practice if the Seller:

- (i) **General Advertising.** Advertises its availability for handling refinancing of Home Equity Loans/Lines of Credits it has sold to Wells Fargo Home Equity, as long as, the Seller does not specifically target or allow other Home Equity Loans/Lines of Credit originators to specifically target Borrowers whose Home Equity Loans/Lines of Credits are owned or securitized by Wells Fargo Home Equity.

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- (ii) **General Terms.** Promotes the terms it has available for refinancing by sending letters or promotional material to Borrowers or to all Borrowers who have specific types of Mortgages (such as FHA, VA, Conventional fixed-rate, or Conventional adjustable-rate) or to those Borrowers whose Mortgages fall within specific interest rate ranges. The Seller may not, however, treat or allow other Home Equity Loans/Lines of Credit originators to treat Home Equity Mortgages it has sold to Wells Fargo Home Equity as separate classes of Mortgages or Home Equity Loans/Lines of Credit for purposes of advertising the availability of refinancing terms.
 - (iii) **Payoff Information.** The Seller may provide payoff information and otherwise cooperate with individual Borrowers who contact the Seller about prepaying their Home Equity Loans/Lines of Credits by advising them of refinancing terms and streamlined origination arrangements that are available, including Wells Fargo Home Equity's own alternatives.
- c. **REVIEW OF ACTIVITIES / REMEDIES** - Wells Fargo Home Equity will review Sellers that have high levels of prepayments. If such a review raises serious concerns about the Seller practices, Wells Fargo Home Equity will conduct a review of the Seller's origination and refinancing activities to ensure that they are in compliance with Wells Fargo Home Equity's requirements. Wells Fargo Home Equity will be entitled to one or more appropriate general remedies if Wells Fargo Home Equity finds that the Seller has violated Wells Fargo Home Equity's policies and requirements set forth in this **Section 305.07**, including, but not limited to, requiring the Seller to make Wells Fargo Home Equity whole for any losses resulting from claims made by Agencies or investors.

305.06 Adverse Financial Condition Of The Seller Event of Default & Remedies

In the event the Seller undergoes any adverse financial condition Wells Fargo Home Equity may require one or more applicable remedies set forth in General Remedies (**Section 305.10**). Adverse Financial Condition shall include but not be limited to:

- Occurrence of an act of insolvency or bankruptcy concerning the Seller.
- The Seller fails to obtain a vacation or stay of involuntary proceedings brought for its reorganization, dissolution or liquidation.
- The Seller fails to meet any capital, leverage, or other financial standard imposed by any laws or applicable regulatory authority.
- Wells Fargo Home Equity determines in its sole discretion that any material adverse change has occurred in the Seller's financial condition.
- The Seller fails to meet any net worth or ownership requirements as may be set forth in the Correspondent Package.
- Wells Fargo Home Equity determines in its sole discretion that the Seller's sales and warranty obligations are disproportionate to its capital and/or assets.

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305.07 General Events of Default & Remedies

If any of the events listed below in this **Section 305.07** occur, Wells Fargo Home Equity has the right to demand Repurchase of the related Home Equity Loans/Lines of Credit as set forth in Repurchase Events of Default (**Section 305.02**), or Wells Fargo Home Equity may require one or more applicable remedies set forth in General Remedies (**Section 305.08**).

- a. **BREACH OF REPRESENTATION OR WARRANTY** - As set forth in **Section 305.02** and in this **Section 305.07**, Seller defaults under or breaches, or Wells Fargo Home Equity or any of its assigns discovers the inaccuracy of, any of the representations, warranties or covenants concerning the Seller set forth in the Correspondent Package (See generally, **Section 300** of this Home Equity Seller Guide.)
- b. **GUARANTY AND SUPPORT AGREEMENT DEFAULT** - Any Guarantor of the Seller's obligations defaults under the terms of a Guaranty and Support Agreement (including, without limitation, any default by Guarantor in maintaining any minimum Tangible Net Worth required under such Guaranty and Support Agreement) given to Wells Fargo Home Equity on the Seller's behalf; any such Guarantor becomes insolvent or bankrupt; Wells Fargo Home Equity determines in its sole discretion that a material adverse change has occurred in such Guarantor's financial condition; or any Guarantor fails to meet any capital, leverage or other financial standard imposed by any applicable regulatory authority.
- c. **OTHER AGREEMENT DEFAULT** - The Seller defaults under the terms of any other agreement to which the Seller and Wells Fargo Home Equity are parties.
- d. **FAILURE TO MEET REPURCHASE OBLIGATION** - The Seller fails to Repurchase from Wells Fargo Home Equity any Home Equity Loans/Lines of Credit required to be Repurchased under the terms of the Correspondent Package.
- e. **LEGAL OR REGULATORY ACTION** - The Seller is placed on probation or a federal or state government agency restricts the Seller activities in any manner; a court finds that the Seller or any of the Seller's principal officers have committed an act constituting civil fraud; or the Seller or an Officer thereof is convicted of any criminal act that relates to fraud, lending or Home Equity Loans/Lines of Credit servicing activities.
- f. **FAILURE TO DELIVER REQUIRED DOCUMENTS** - The Seller fails to deliver to Wells Fargo Home Equity any required documents.
- g. **INVALID ASSIGNMENT** - The Seller assigns or attempts to assign its interests, rights or obligations under the Home Equity Loans/Lines of Credit Purchase Agreement without Wells Fargo Home Equity's prior written consent.

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305.08 General Remedies

In addition to Repurchase Remedies (Section 305.02), Wells Fargo Home Equity shall have available to it the following General Remedies cumulatively or otherwise at its sole discretion, in the event Wells Fargo Home Equity has reason to believe that the Seller breached the terms and conditions of the Home Equity Loans/Lines of Credit Purchase Agreement, this Home Equity Seller Guide or that any other Event of Default has occurred.

- a. **REAL ESTATE OWNED ("REO") INDEMNIFICATION** - With respect to each Home Equity Loans/Lines of Credit that is the subject of any breach of one or more representations, warranties or covenants specified in the Correspondent Package, if Wells Fargo Home Equity (or Wells Fargo Home Equity's agent or affiliate, or any subsequent owner of the Home Equity Loans/Lines of Credit or such owner's agent or affiliate) has acquired title to the related Mortgaged Property through foreclosure, deed-in-lieu of foreclosure, abandonment or reclamation from bankruptcy of the defaulted Home Equity Loans/Lines of Credit, then, within thirty (30) days after Wells Fargo Home Equity's demand, the Seller shall, at Wells Fargo Home Equity's option:
- (i) purchase the Mortgaged Property from Wells Fargo Home Equity at a purchase price equal to the Repurchase Price plus all costs incurred by Wells Fargo Home Equity in acquisition of title to the Mortgaged Property; or
 - (ii) if Wells Fargo Home Equity has sold or otherwise disposed of the Mortgaged Property, indemnify and hold Wells Fargo Home Equity harmless for any loss resulting therefrom.
- b. **GENERAL INDEMNIFICATION** - The Seller shall indemnify and hold Wells Fargo Home Equity harmless from and against, and shall pay on behalf of Wells Fargo Home Equity in the first instance, any and all losses, liabilities (including liabilities for penalties), claims, demands, damages, judgments, costs and expenses including attorneys' fees (both trial and appellate) of every kind and nature resulting from any claim, demand, defense or assertion ("Liability") based or grounded upon, or resulting from a breach of any representation, warranty or obligation contained in or made pursuant to the Correspondent Package, or from Liability based on or grounded upon, or resulting from such breach or a breach of any representation, warranty or obligation made by Wells Fargo Home Equity in reliance upon any representation, warranty or obligation made by Seller in or pursuant to the Correspondent Package. The Seller also shall indemnify Wells Fargo Home Equity and hold it harmless against all Liabilities incurred by Wells Fargo Home Equity in enforcing the Correspondent Package.

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- c. **REASONABLE ASSURANCES** - If, at any time during the term of the Home Equity Loans/Lines of Credit Purchase Agreement, Wells Fargo Home Equity has reason to believe that an Event of Default has occurred Wells Fargo Home Equity shall have the right to demand, pursuant to written notice from Wells Fargo Home Equity to the Seller, reasonable assurances that such a belief is in fact unfounded. Any failure by the Seller to provide the reasonable assurances set forth in the written notice and within a time frame specified in the written notice shall constitute an additional Event of Default; provided, however, that, notwithstanding anything set forth in the Correspondent Package to the contrary, and so long as no other Event of Default has occurred and is continuing, Wells Fargo Home Equity shall only be entitled to exercise such reasonable assurance remedy as may be necessary or appropriate for Wells Fargo Home Equity to insulate itself from any potential harm or loss relating to or caused by the facts or circumstances giving rise to such Event of Default.
- d. **POSSESSION OF FILES AND DOCUMENTS** - Wells Fargo Home Equity may proceed immediately by its own acts, order of seizure, or such other remedy as may be available at law or equity to take possession of all Home Equity Loans/Lines of Credit Files and Documents relating to a Home Equity Loans/Lines of Credit belonging to the Seller which could qualify for sale to Wells Fargo Home Equity pursuant to the Seller's commitments.
- e. **SUSPENSION OR TERMINATION OF SELLING PRIVILEGES** - Without affecting any other of Wells Fargo Home Equity's remedies, Wells Fargo Home Equity, by giving written notice to the Seller, may immediately suspend all the Seller's Registrations and Rate-Locks and the Seller will cease to be eligible to obtain new Commitments during the term of such suspension. Upon any such suspension or termination, Wells Fargo Home Equity may determine in its sole discretion whether it will continue to purchase Home Equity Loans/Lines of Credits under outstanding Commitments previously obtained by the Seller or refuse to Fund any or all Home Equity Loans/Lines of Credits, pending the cure, to Wells Fargo Home Equity's satisfaction, of the Event of Default. If the Event of Default is, in Wells Fargo Home Equity's judgment, not susceptible of cure, or if such Event of Default is, in Wells Fargo Home Equity's judgment, susceptible of cure, but has not been cured within thirty (30) calendar days after Wells Fargo Home Equity gives the Seller written notice of an Event of Default ("Event of Default Notice"), or such other period as Wells Fargo Home Equity sets forth in such Event of Default Notice, Wells Fargo Home Equity may, by written notice to the Seller, immediately terminate any and all Wells Fargo Home Equity's duties and obligations under the Correspondent Package.
- f. **RIGHT OF SET-OFF** - Wells Fargo Home Equity may set-off and deduct any fees, penalties or other sums owed to Wells Fargo Home Equity from the Seller under the terms of the Correspondent Package from the Purchase Price for Home Equity Loans/Lines of Credits purchased by Wells Fargo Home Equity from the Seller pursuant to the Correspondent Package which may or may not constitute net funding.
- g. **NOTIFICATION OF AGENCIES OR REGULATORS** - Wells Fargo Home Equity may notify any relevant Agency or regulator of the occurrence of an Event of Default involving fraud or misrepresentation.

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- h. **INDEMNIFICATION FOR LETTER OF CREDIT** - If a Home Equity Loans/Lines of Credit is unacceptable to a Wells Fargo Home Equity Investor as a result of defective documentation or other Home Equity Loans/Lines of Credit quality defects which the Seller does not cure by the date established for a final pool certification for the pool in which Wells Fargo Home Equity places the Home Equity Loans/Lines of Credit, the Seller shall, upon demand, Repurchase the Home Equity Loans/Lines of Credit at the Repurchase Price or, at Wells Fargo Home Equity's sole discretion, indemnify and hold Wells Fargo Home Equity or its assigns harmless from any cost, expense, or loss relating to the Home Equity Loans/Lines of Credit, including without limitation, the costs incurred by Wells Fargo Home Equity for the issuance of a Letter of Credit.

Please Note: Nothing in this section shall be deemed or construed to limit, waive or impair any of Wells Fargo Home Equity's rights or remedies under any Correspondent Package or other section of this Home Equity Seller Guide.

305.09 Notification of Breach

Wells Fargo Home Equity shall be under no obligation to notify the Seller of the occurrence of any breach of the Seller's representations, warranties or covenants hereunder, or of the occurrence or existence of any other Event of Default. All Wells Fargo Home Equity's remedies hereunder are cumulative, including, without limitation, the Repurchase Remedy with respect to the Home Equity Loans/Lines of Credit, any purchase obligation with respect to the Mortgaged Property, and the indemnification with respect to any breach of a representation, warranty or covenant (or any other Event of Default), shall exist regardless of the dates of Wells Fargo Home Equity's discovery and notice to the Seller of the breach and Wells Fargo Home Equity's demand for any remedy. Notwithstanding any other provision of the Correspondent Package to the contrary, the Seller shall remain liable for all remedies hereunder even if Wells Fargo Home Equity discovers a breach after the Home Equity Loans/Lines of Credit no longer exists.

305.10 Waiver of Defaults/Remedies

Wells Fargo Home Equity may waive any default by the Seller and its consequences, only in a written waiver specifying the nature and terms of such waiver. No such waiver shall extend to any subsequent or other default or impair any right consequent thereto, nor shall any delay by Wells Fargo Home Equity in exercising, or failure to exercise, any right arising from such default affect or impair Wells Fargo Home Equity's rights as to such default or any subsequent default. All of Wells Fargo Home Equity's remedies are non-exclusive and cumulative. Wells Fargo Home Equity's failure to exercise any of its remedies does not constitute a waiver of that remedy in the future as to the same or any other Seller default.

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305.11 Termination

TERMINATION WITHOUT CAUSE

In addition to the provisions set forth elsewhere in the Correspondent Package for termination of the Home Equity Loans/Lines of Credit Purchase Agreement or any of the other Correspondent Package, either the Seller or Wells Fargo Home Equity may terminate the Home Equity Loans/Lines of Credit Purchase Agreement or any of the Correspondent Package without cause (which termination shall have the effect outlined below) at any time upon prior written notice of termination to the other party. The party giving the notice of termination must specify the effective date of termination in such notice and such date of termination must be at least thirty (30) days after the date such party sends such written notice.

A. EFFECT OF TERMINATION

- a. **WITHOUT CAUSE** - Provided that termination is without cause, as provided in the immediately preceding Section, and provided that no Event of Default on the part of the Seller has occurred, termination of the Home Equity Loans/Lines of Credit Purchase Agreement by Wells Fargo Home Equity shall not apply to any Home Equity Loans/Lines of Credits that have been Registered with Wells Fargo Home Equity by the Seller before the effective date of the termination.
- b. **DUE TO BREACH OR AN EVENT OF DEFAULT** - If Wells Fargo Home Equity terminates the Home Equity Loans/Lines of Credit Purchase Agreement or any Correspondent Package due to an Event of Default, Wells Fargo Home Equity may refuse to Register or Fund any or all Home Equity Loans/Lines of Credits from the date of the notice of termination. The Seller will not be entitled to a termination fee or any other compensation from Wells Fargo Home Equity for any reason or cause relating to any consequential, incidental or indirect damages arising out of, or in connection with, the Seller suspension or termination.

- B. **SURVIVAL OF REMEDIES** - It is understood and agreed that Wells Fargo Home Equity's remedies set forth in this Section, in the Home Equity Loans/Lines of Credit Purchase Agreement, this Home Equity Seller Guide and /or other Correspondent Package shall survive the sale and delivery of the related Home Equity Loans/Lines of Credit to Wells Fargo Home Equity and Wells Fargo Home Equity's Funding of the related Purchase Price, and will continue in full force and effect, notwithstanding any termination of the related Home Equity Loans/Lines of Credit Purchase Agreement and this Home Equity Seller Guide, or any restrictive or qualified endorsement on any Note or Assignment of Mortgage or Home Equity Loans/Lines of Credit approval or other examination of or Wells Fargo Home Equity's failure to examine any related Home Equity Loans/Lines of Credit File.

**Wells Fargo Home Equity
Home Equity Seller Guide**

305 - Events of Default; Remedies; Indemnification

FOR FUTURE USE

AMENDMENT TO HOME EQUITY LOAN/ HOME EQUITY LINE PURCHASE AGREEMENT

This Amendment dated October 4, 2006 by and between Wells Fargo Bank, N.A. ("Wells Fargo") and Taylor, Bean & Whitaker Mortgage Corp. (the "Seller").

WHEREAS, Wells Fargo and Seller are parties to a Home Equity Loan/Home Equity Line Purchase Agreement dated December 10, 2003 which provides for the sale, assignment and delivery of home equity loans/lines by Seller to Wells Fargo. The Home Equity Loan/Home Equity Line Purchase Agreement references and incorporates credit policies and practices described in more detail in the Wells Fargo Correspondent Home Equity Sellers Guide (the "Guide").

NOW THEREFORE, in consideration of the terms and conditions herein contained, the parties agree to amend the Home Equity Loan/Home Equity Line Purchase Agreement and Guide by including the following provisions:

The credit/underwriting guidelines are modified as follows:

1. Client has been approved to use Short Form ALTA policies on home equity loans and lines of credit. Each loan file must contain legal and vesting. Title insurance must insure lien position in 1st or 2nd position.
2. Client must rep & warrant that the Short Form ALTA policy will provide comparable coverage as the Full ALTA policy.

Seller acknowledges and agrees that except as expressly amended hereby; the Agreement and Guide remain unchanged and in full force and effect in all respects and are hereby ratified and confirmed by the parties. Seller also represents and warrants that Home Equity Loans and Lines sold to Wells Fargo, comply with the Underwriting Guidelines section of the Guide that were in effect at the time of delivery and provided for in the Seller Guide or in any Wells Fargo Funding seller updates via Wells Fargo Funding Newsflashes or Notifications.

Wells Fargo retains the right to immediately terminate this Amendment upon written notice to the Seller. This Amendment supersedes any prior dated Amendments.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment as of the day and year first above written.

Taylor, Bean & Whitaker Mortgage Corp.
(Seller)

By: 

Printed: Jeremy Cole

Its: ERP Capital Markets

Date: 01/03/07

Wells Fargo Bank, N.A.
(Wells Fargo)

By: 

Printed: Sullivan P. Allen

Assistant Vice President

Its: AVP - Risk Mgmt

Date: 1-11-07

Home Equity Loan / Home Equity Line Purchase Agreement

Wells Fargo Bank, N.A.
Wells Fargo Home Equity
5540 Fermi Court
MAC X0801-014
Carlsbad, CA 92008

WELLS
FARGO

This Loan/Line Purchase Agreement, dated 12/10/03 between Wells Fargo Bank, N.A., a national banking association, (hereinafter referred to as "Wells Fargo Home Equity") and Taylor, Bern & Whitaker Mortgage Corp.

a Florida corporation (the "Seller"), in consideration of the promises set forth in this Home Equity Loan/ Home Equity Line of Credit Purchase Agreement and for other good and valuable consideration, sets forth the terms and conditions upon which the Seller agrees to sell to Wells Fargo Home Equity, and Wells Fargo Home Equity agrees to purchase from the Seller Home Equity Loans/ Home Equity Lines of Credit.

1. The Seller Guide.

The Seller has received and reviewed Wells Fargo Home Equity's **Home Equity Seller Guide** (as it may be amended from time to time, the "Seller Guide"). The parties agree that the Seller Guide along with this Home Equity Loan/ Home Equity Line of Credit Purchase Agreement and any Amendments to this Agreement constitute the complete agreement between the parties as to the sale by the Seller to Wells Fargo Home Equity and purchase by Wells Fargo Home Equity from the Seller of Home Equity Loans/ Home Equity Lines of Credit. Any capitalized term used in this Home Equity Loan/ Home Equity Line of Credit Purchase Agreement that is not otherwise defined shall have the meaning set forth in the Seller Guide. Wells Fargo Home Equity may amend the Seller Guide from time to time upon written notice to the Seller. In the event of any express conflict between the provisions of this Agreement and the provisions of the Seller Guide, the provisions of this Agreement shall control.

2. Commitments

The Seller may order Commitments from Wells Fargo Home Equity in accordance with the Seller Guide for Eligible Home Equity Loans/ Home Equity Lines of Credit, as Eligible Home Equity Loan/ Home Equity Line of Credit is defined below, which the Seller intends to sell to Wells Fargo Home Equity. When the Commitment is registered, Wells Fargo Home Equity will send the Seller a written Commitment Confirmation as set forth in the Seller Guide. Nothing in this Agreement or the Seller Guide requires Wells Fargo Home Equity to purchase any Home Equity Loan/ Home Equity Line of Credit from the Seller or for Seller to sell any Home Equity Loans/ Home Equity Lines of Credit to Wells Fargo Home Equity.

3. Eligible Home Equity Loans/ Home Equity Lines of Credit

Eligible Home Equity Loans/ Home Equity Lines of Credit are Home Equity Loans/ Home Equity Lines of Credit which satisfy all of the requirements contained in the Seller Guide and the product profile for the particular Eligible Home Equity Loan/ Home Equity Line of Credit shown on the Commitment.

4. Purchase Price

The Purchase Price for each Eligible Home Equity Loan/ Home Equity Line of Credit sold by the Seller to Wells Fargo Home Equity shall be determined as set forth in the Seller Guide. The Purchase Price will be shown on the Commitment Confirmation relating to the Eligible Home Equity Loan/ Home Equity Line of Credit. Wells Fargo Home Equity agrees to guarantee the Purchase Price for the Eligible Home Equity Loan/ Home Equity Line of Credit for the time period shown on the Commitment Confirmation and the Seller agrees to close the Eligible Home Equity Loan/ Home Equity Line of Credit and deliver it to Wells Fargo Home Equity within the time period.

Home Equity Loan / Home Equity Line Purchase Agreement

Wells Fargo Bank, N.A.
Wells Fargo Home Equity
5540 Fermi Court
MAC X0801-014
Carlsbad, CA 92008

**WELLS
FARGO**

5. Penalties and Fees

In the event the Seller does not comply with the Loan/Line delivery procedures contained in the Seller Guide, the Seller shall pay Wells Fargo Home Equity the applicable late delivery, late correction or buyout penalties or fees as provided for in the Seller Guide. The Seller grants Wells Fargo Home Equity the right of set-off and Wells Fargo Home Equity may deduct any fees, penalties or other sums owed to Wells Fargo Home Equity by the Seller under the terms of this Home Equity Loan/ Home Equity Line of Credit Purchase Agreement from the Purchase Price for Eligible Home Equity Loans/ Home Equity Lines of Credit being purchased by Wells Fargo Home Equity from the Seller pursuant to this Home Equity Loan/ Home Equity Line of Credit Purchase Agreement.

6. Representations and Warranties

The Seller hereby makes all representations, warranties and covenants set forth in the Seller Guide as such are amended from time to time.

7. Millennium Certification and Warranty

The Seller hereby certifies, represents, warrants and covenants that all critical systems and software necessary for the Seller to meet its obligations and duties under this Agreement and any Amendment hereto, and that to the best of its knowledge those of its service providers and vendors, is "Year 2000 Ready." As used in this Agreement "Year 2000 Ready" means all systems, software and pieces of equipment record, store, process, calculate, sort, compare, transfer, and present any dates or date-related activities at the same level of functionality as would otherwise be provided in the absence of a "Millennium Date" (any date after December 31, 1999) or leap year occurrence. Wells Fargo Home Equity may at the time of the execution of this Agreement or at anytime thereafter in its sole discretion, require the Seller to provide Wells Fargo Home Equity with the additional Certification and Warranty and the information regarding Year 2000 Readiness set forth in Exhibit "A" to this Agreement.

8. Specific Performance

The Seller recognizes that Wells Fargo Home Equity intends to rely on its commitments from the Seller and will without notice to the Seller, make binding commitments in reliance thereon and that actual delivery of the Home Equity Loan/ Home Equity Line of Credit under each Commitment is the essence of this Home Equity Loan/ Home Equity Line of Credit Purchase Agreement and is mandatory within the delivery period as set forth in the Seller Guide. The Seller acknowledges and agrees that Wells Fargo Home Equity shall be entitled, therefore, in addition to the remedies set forth in the Seller Guide, to specific performance if the Seller fails to perform any of the Seller's commitments since money damages may not adequately compensate Wells Fargo Home Equity for its losses and Wells Fargo Home Equity may be unable to effect cover in order to satisfy its commitments with third parties. Upon the Seller's insolvency, repudiation or failure in Wells Fargo Home Equity's sole judgment to perform its obligations, Wells Fargo may proceed immediately by its own acts, order or seizure, or such other remedy as may be available at law or equity to take possession of all documents relating to a Loan/Line belonging to the Seller which could qualify for sale to Wells Fargo Home Equity pursuant to the Seller's commitments.

9. Reproduction of Documents and Counterparts

This Agreement and all amendments, consents, waivers and modifications hereto which may hereafter be executed, including any and all documents in connection with the [Broker Originator/Seller] Application, financial statements and certifications related thereto, may be reproduced by any photographic, photostatic, microfilm micro-card, miniature photographic or other similar process. The parties agree that any such reproduction shall be admissible in evidence as the original itself in any judicial, dispute resolution or administrative proceeding, whether or not such reproduction was made by a party in the regular course of business, and that any enlargement, facsimile or further reproduction of such reproduction shall likewise be admissible evidence.

This Agreement may be executed simultaneously in any number of counterparts. Each counterpart shall be deemed to be an original, and all such counterparts shall constitute one and the same instrument."



Wells Fargo Bank, N.A.
Wells Fargo Home Equity
5540 Ferni Court
MAC X0801-014
Carlsbad, CA 92008

original doc for
your file

Stamp 4/5/05

Manley, Mickale 1222901

ABA number 021 000 059
For credit to
Company name Credit Suisse First Boston
Account number 3051-5005
City/State New York, NY
Attention
Zip code
Effective Date 3/25/05

Authorized Signatures			Initials
Please provide the following information for all officers authorized to change wire instructions.			
Title	Name	Signature	Initials
Treasurer	Desire Brown		
Vice President	Jeremy Collett		
Vice President	Rob Abbott		

If any of the above information changes, please notify Wells Fargo Bank, N.A. (Wells Fargo Home Equity) immediately. Wells Fargo Home Equity will utilize this information to verify and validate requests to issue and change wire instruction codes for your staff. If you require additional names to be added as Authorized Signers, please attach an additional sheet. Mail all updates to:
Wells Fargo Bank, N.A.
Wells Fargo Home Equity
5540 Ferni Court
MAC X0801-014
Carlsbad CA 92008
Fax Number: (866) 489-8761

shall pay

C.
Ne
AB.
A/C.
Acct.

Any qu
(609) 627 5033.

I, Lee Farhas (Officer's Name)
do hereby certify that the above officers are authorized to submit and/or change wire instructions on behalf of the above named company.
Signature
(Officer must be authorized by Secretary's Certification-Wells Fargo form or by a Company Resolution-Seller's form)
Chairman of Board, of Taylor, Ben + Whitaker (Company Name)
Date 3-30-06

Revised 2/22/02
Wells Fargo Home Equity Confidential

Wire Authorization and Certification

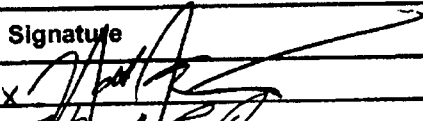
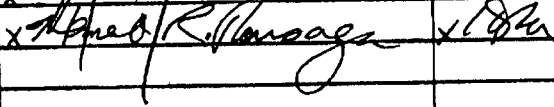
Wells Fargo Bank, N.A.
Wells Fargo Home Equity
5540 Ferrel Court
MAC X0801-014
Carlsbad, CA 92008

**WELLS
FARGO**

Lender name TAYLOR, BEAN & WHITAKER		Effective Date 12/30/05
Wire funds to		
Bank name COLONIAL BANK		
Address 201 E. PINE STREET	City/State ORLANDO, FL	Zip code 32801
ABA number 062001319	Attention HEMAT RAMSAGAR	
For credit to		
Company name TAYLOR, BEAN & WHITAKER		City/State OCALA, FL
Account number 9026461098 - TBW CUSTODIAL		Zip code 34475

Authorized Signatures

Please provide the following information for all officers authorized to change wire instructions.


Title	Name	Signature	Initials
V.P.	NATHAN SANDS		x
DIRECTOR	HEMAT RAMSAGAR		x

If any of the above information changes, please notify Wells Fargo Bank, N.A. (Wells Fargo Home Equity) immediately. Wells Fargo Home Equity will utilize this information to verify and validate requests to issue and change wire instruction codes for your staff. If you require additional names to be added as Authorized Signers, please attach an additional sheet. Mail all updates to:

Wells Fargo Bank, N.A.
Wells Fargo Home Equity
5540 Ferrel Court
MAC X0801-014
Carlsbad CA 92008
Fax Number: (866) 489-8761

I, DONNA SKUHROVEC Vice President of TAYLOR BEAN & WHITAKER
(Officer's Name) (Officer's Title) (Company Name)

do hereby certify that the above officers are authorized to submit and/or change wire instructions on behalf of the above named company.


Signature

1/3/06
Date

(Officer must be authorized by Secretary's Certification-Wells Fargo form or by a Company Resolution-Seller's form)

Wells Fargo Funding, Inc.
X2803-027
4800 W Wabash Ave
Springfield, IL 62711

Home Equity Repurchase and Indemnification Invoice

**WELLS
FARGO**

March 03, 2010

Lender ID: 10333

Client Billing Contact: Kelly Sims
Phone Number: 217-547-7330
Fax Number: 866-359-3997

Email Address: kelly.j.sims@wellsfargo.com

Taylor, Bean & Whitaker Mortgage Corp
3915 Premier North Drive
Tampa, FL 33618

Correspondent Sales Consultant: Cathy Stoneking
Phone Number: (217) 547-7358

Email Address: cathy.stoneking@wellsfargo.com

Attn: Steve Wessels

Repurchase Request(s)

Required Action: Repurchase	Current UPB: \$45,286.99	Comments/Reason: Repurchase Reason: Misrep
	Interest: \$1,652.07	
Client Loan #: 971494	Premium Pricing: \$500.06	
WFHM Loan #: 6542201036	Expense Fee: \$92.50	
Borrower : Meheux	Late Fee(s): \$108.41	
Street Address: 1964 Pius Drive	NSF Fee(s): \$0.00	
City, State, Zip: Ellenwood, GA 30294	Misc fee(s): \$162.50	
Interest Rate: 0	Total Repurchase Amount: \$47,802.53	
Funded Date: 5/4/2006	Invoice Number: 8649-07202009	**This repurchase has been billed for 226 days. Please remit funds immediately.
First Pmt Due WFHM: 6/1/2006	Original Bill Date: 7/20/2009	
Next Pmt Due WFHM:	Repurchase Funds effective through: 9/1/2009	
Please call to verify repurchase figures prior to wiring funds. Your repurchase contact is listed at the top of this invoice.		
Required Action: Repurchase	Current UPB: \$35,775.48	Comments/Reason: Repurchase Reason: Misrep
	Interest: \$1,767.94	
Client Loan #: 1863033	Premium Pricing: \$854.11	
WFHM Loan #: 6543577566	Expense Fee: \$92.50	
Borrower : Potts	Late Fee(s): \$45.83	
Street Address: 612 Middle St	NSF Fee(s): \$0.00	
City, State, Zip: Durham, NC 27703	Misc fee(s): \$87.50	
Interest Rate: 0	Total Repurchase Amount: \$38,623.36	
Funded Date: 9/27/2007	Invoice Number: 8649-07202009	**This repurchase has been billed for 226 days. Please remit funds immediately.
First Pmt Due WFHM: 11/1/2007	Original Bill Date: 7/20/2009	
Next Pmt Due WFHM:	Repurchase Funds effective through: 9/1/2009	
Please call to verify repurchase figures prior to wiring funds. Your repurchase contact is listed at the top of this invoice.		

Please include a copy of this statement with your payment. Thank you for doing business with Wells Fargo Home Equity

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Required Action: Repurchase		Current UPB:	\$76,044.62	<u>Comments/Reason:</u>
		Interest:	\$3,189.21	Repurchase Reason: Misrep
Client Loan #:	1854050	Premium Pricing:	\$1,451.42	SR in Foreclosure. No sale date scheduled.
WFHM Loan #:	6543611985	Expense Fee:	\$92.50	
Borrower :	Lewis	Late Fee(s):	\$131.44	
Street Address:	13752 S Linda Marie Lane	NSF Fee(s):	\$0.00	
City, State, Zip:	Riverton, UT 84065	Misc fee(s):	\$209.50	
Interest Rate:	0	<u>Total Repurchase Amount:</u>	<u>\$81,118.69</u>	
Funded Date:	10/3/2007	Invoice Number:	8649-08062009	<i>**This repurchase has been billed for 209 days. Please remit funds immediately.</i>
First Pmt Due WFHM:	8/1/2007	Original Bill Date:	8/6/2009	
Next Pmt Due WFHM:		Repurchase Funds effective through:	9/1/2009	
Please call to verify repurchase figures prior to wiring funds. Your repurchase contact is listed at the top of this invoice.				

3 Outstanding Repurchase(s) Totaling \$167,544.58

Statement of Account Total Due:

\$167,544.58

Please remit payment to:

Wiring Instructions:

Wells Fargo Bank, NA
ABA No.: 121000248
Account Name: Wells Fargo Funding
Account No.: 1080364
Ref: Springfield Financial Processing

Mailing Address:

Wells Fargo Funding, Inc.
Financial Processing Department
4800 W Wabash Ave
Springfield, IL 62711
Attn: Kelly Sims (X2803-027)

Please include a copy of this statement with your payment. Thank you for doing business with Wells Fargo Home Equity

*****Wells Fargo Confidential*****

Wire Authorization and Certification

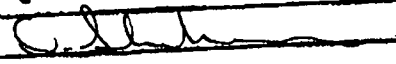

Wells Fargo Bank, N.A.
Wells Fargo Home Equity
5540 Ferni Court
MAC X0801-014
Carlsbad, CA 92008

WELLS
FARGO

Lender name Taylor, Bean and Whitaker Mortgage Corp.		Effective Date 10/12/05
Wire funds to		
Bank name Colonial Bank BHAM		
Address 201 E. Pine St Ste 730	City/State Orlando, FL.	Zip code 32801
ABA number 062001319		
Pay credit to Company name Taylor, Bean and Whitaker Mortgage Corp.		City/State Ocala, FL.
		Zip code 34475
Account number 8026069354		


Authorized Signatures

Please provide the following information for all officers authorized to change wire instructions.

Title	Name	Signature	Initials
Vice President	Donna Skuhrovec		

If any of the above information changes, please notify Wells Fargo Bank, N.A. (Wells Fargo Home Equity) immediately. Wells Fargo Home Equity will utilize this information to verify and validate requests to issue and change wire instruction codes for your staff. If you require additional names to be added as Authorized Signers, please attach an additional sheet. Mail all updates to:

Wells Fargo Bank, N.A.
Wells Fargo Home Equity
5540 Ferni Court
MAC X0801-014
Carlsbad CA 92008
Fax Number: (866) 489-6781

I, Donna Skuhrovec, Vice President, of Taylor, Bean & Whitaker
(Officer's Name) (Officer's Title) (Company Name)
do hereby certify that the above officers are authorized to submit and/or change wire instructions on behalf of the above named company.

Signature Date 10/12/05

(Officer must be authorized by Secretary's Certification-Wells Fargo form or by a Company Resolution-Seller's form)